

November , 2016

The Honorable Joseph A. Curtatone, Mayor  
City of Somerville  
93 Highland Avenue  
Somerville, MA 02143

Re: Green Line Extension- Terms of Drainage Interconnection Agreement

Dear Mayor Curtatone:

This letter will set forth the essential terms of the agreement reached between the Massachusetts Bay Transportation Authority (MBTA) and the City of Somerville (City) pertaining to the City's use of certain drainage facilities (MBTA Drainage Facilities) that the MBTA plans to construct as a part of the Green Line Extension Project (GLX or the Project). The MBTA acknowledges that the City has participated in the development of GLX in several ways, including reaching agreement with the MBTA and the Massachusetts Department of Transportation to contribute \$50,000,000 toward the cost of GLX pursuant to a separate Project Participation Agreement dated as of November xxx, 2016.

In partial consideration of the Project Participation Agreement, the City and the MBTA plan to enter into an agreement (Agreement) to more fully document these essential terms and under which the City shall have the right to interconnect with the MBTA Drainage Facilities with its own facilities (the City Drainage Facilities) to be developed by the City to better accommodate stormwater drainage. We agree to work together to complete the Agreement on or about March 1, 2017.

1. The MBTA Drainage Facilities consist of: the Red Bridge Retention Pond and Retaining Wall US-1, the Fitchburg Mainline Drain and Millers River Trunk Drainage, the Red Bridge Pump Station (RBPS), the Washington Pump Station (WPS), and the Twin 90's/ Structures from RBPS to WPS, all of which are more particularly shown on the plan enclosed with this letter as Exhibit A. The MBTA Drainage Facilities were designed to accommodate stormwater from the MBTA right of way, Commuter Rail Maintenance Facility, and portions of Somerville, Charlestown and Cambridge within the Millers River watershed, and the MBTA makes no representations as to the extent to which the MBTA Drainage Facilities can accommodate additional stormwater flow. 2. The MBTA shall construct, operate, and maintain the MBTA Drainage Facilities in accordance with the plans and specifications developed for the Project; provided, however, that the MBTA shall not be obligated to construct the MBTA Drainage Facilities in the event it cancels or otherwise fails to complete the Project.

3. The City, at its option, shall construct, operate, and maintain the City Drainage Facilities in accordance with applicable laws, regulations, the Agreement, and with standard industry practices. The design of the City Drainage Facilities shall be completed with the assumption that the Old Stone Culvert will remain in place and shall be subject to the prior reasonable approval of the MBTA. Use of the City Drainage Facilities shall be subject to the pre-conditions set forth in this letter and any subsequent agreements with the MBTA.

4. Each of the MBTA and the City shall own, operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own and shall be responsible for the safe installation, maintenance, repair, and condition of their respective drainage facilities.

5. The MBTA shall have priority in the use of the MBTA Drainage Facilities and shall permit the City to connect to and use the MBTA Drainage Facilities to the extent that the MBTA determines: (a) that the additional stormwater to be conveyed through the MBTA Drainage Facilities is of an acceptable quality and would not cause flooding to exceed the top of rail elevation on the Fitchburg commuter rail right of way during a 100-year storm event; and (b) that the MBTA Drainage Facilities could accommodate such stormwater and would otherwise remain fully operational and compliant with applicable law and any permits or approvals issued in connection with the MBTA Drainage Facilities. The MBTA shall make such determination in its sole discretion by use of the MBTA's hydraulic model of the Millers River Watershed and by review of such information provided to the MBTA by the City or otherwise available to the MBTA, which model and information shall be shared with the City.

6. The City's connection to the MBTA Drainage Facilities shall also be subject to compliance with the Clean Water Act and the completion of a testing protocol of a type and including such work as the MBTA and City shall agree to in the Agreement.

7. As a part of the development of the City Drainage Facilities, the City agrees to discuss with the U.S. Environmental Protection Agency and the Massachusetts Department of Environmental Protection whether either or both agencies will require the City to obtain its own MS4 permit (MS4) for the City Drainage Facilities. In that event, the City shall obtain such permit as an additional pre-condition of the right to make any connection to the MBTA Drainage Facilities. In the event the City is not required to obtain a separate MS4, the MBTA agrees to permit the City to discharge stormwater into the MBTA Drainage Facilities in compliance with the Individual National Pollutant Discharge Elimination System (NPDES) Permit currently in place (NPDES Permit Number MA0003590) as may be revised, and on which the MBTA and the City of Somerville are named as co-permittees (NPDES Permit) on the condition that the City's use of the MBTA Drainage Facilities: (a) would contain flow of a quality consistent with the NPDES Permit in every respect; and (b) would do nothing to cause the MBTA to be non-compliant with the NPDES Permit.

8. Each Party shall be responsible for its own costs, of whatever type, incurred in connection with the Agreement. There shall be no cost to the City for the right to install and thereafter connect to the MBTA Drainage Facilities if the Project is completed; provided, however, that, in the event the Project is cancelled or is otherwise not completed, it shall be a pre-condition of the City's right to connect to the MBTA Drainage Facilities that the parties shall negotiate a fair and reasonable price to be paid by the City for such right, which price shall reflect ongoing costs to the MBTA and the value of such connection to the City.

9. This letter contains only the essential terms of what we expect will be in the Agreement. When fully negotiated, the Agreement will contain such additional terms and conditions pertaining to indemnification, insurance, termination rights, events of defaults and other terms common to such agreements that the parties each agree to negotiate in good faith.

I have provided two copies of this letter. Please indicate the City's approval with these terms by signing where I have indicated below and returning one fully executed copy of this letter to my attention for the MBTA's files. Thank you for City's continued support of GLX.

Sincerely,

**MASSACHUSETTS BAY TRANSPORTATION  
AUTHORITY**

By: \_\_\_\_\_  
Name: Brian Shortsleeve  
Title: Acting General Manager

Approved:

**CITY OF SOMERVILLE**

By: \_\_\_\_\_  
Name: Joseph A. Curtatone  
Title: Mayor  
Date: \_\_\_\_\_

# Exhibit A Plan of MBTA Drainage Facilities

