

MEMORANDUM

Date: September 16, 2003

To: The Agassiz Community

From: Members of the Agassiz/Harvard working committee:
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Mary Power, Alan Stone, David Zewinski, Nancy Maull (Harvard)

Subject: A mutually beneficial relationship between Harvard and Agassiz regarding future development of Harvard's North Campus

Agassiz neighborhood and Harvard representatives have been working to shape a mutually beneficial relationship between Harvard and Agassiz regarding future development of Harvard's North Campus. This memorandum provides an update about these ongoing discussions.

Why is Agassiz working together with Harvard to frame a new relationship?

Harvard is proposing additional development in the North Campus area that abuts Agassiz. Both Agassiz and Harvard are interested in working together cooperatively to minimize negative impacts, to provide positive benefits from development, and to establish mutual predictability. The goal is to frame and memorialize a mutually beneficial relationship between Agassiz and Harvard regarding the University's future development of the North Campus (including Law School, Divinity School, parking, and Faculty of Arts and Science projects) so the community can be assured of mitigation and benefit -- and Harvard can be assured that projects will be approved.

BENEFITS OF A NEW RELATIONSHIP

Impact Mitigation:

- Expanded Construction Mitigation
Construction mitigation manager hired/assigned
Regular project coordination meetings with abutters
Complaint call center
Mitigation web site and construction update email notification
On-site posting of construction updates
- Mitigation of adverse traffic/parking/development impacts, including traffic calming strategies (Harvard has already offered a coordinated planning process in which cumulative traffic impacts are being analyzed.)

Community Enhancement:

- Built and Open Space Amenities
For example: enhanced pedestrian, streetscape, open space and beautification amenities
- Programmatic Amenities
For example: youth and education programs
(Harvard has already pledged that it will contribute to local enrichment programs, including those run by the ANC, that serve citywide youth as a part of this agreement)

Build-out predictability:

- Build-out defined
- Assurance regarding completion of the North Campus
- Assurance of no further development within 25 years
- Assurance that projects will proceed

Structure for a Continuing Relationship:

- Creation of a Standing Committee
- Creation of a process assuring open communication/cooperation in the years ahead

What does the agreement set out to do?

It establishes a procedure through which Agassiz and Harvard can harmoniously advance their respective interests and establishes a mechanism by which Harvard and Agassiz can keep each other informed of activities that affect the other. It establishes a program of mitigation measures, benefits and assurances that advance as projects are approved.

What are the principles of the relationship?

- Mutuality of Benefits and Interests – The relationship is built on a foundation of trust based on shared benefit, shared interests, and shared gain. In order to ensure shared gains, Agassiz has proposed and Harvard agrees that the relationship will link mitigation and benefits to approvals of specific projects.
- Predictability and Flexibility – The relationship will help ensure that both Agassiz and Harvard will gain a measure of predictability regarding development of each project in the North Campus, respecting, at the same time, the need for flexibility during the planning process. The continuing relationship will help Harvard and Agassiz resolve future issues and questions.
- Accountability – All of the Agassiz and Harvard representatives are accountable to the communities they represent. Agassiz representatives have undertaken a multi-year process of polling, reporting, and engaging the Agassiz community to be able to represent community-wide interests. Harvard has undertaken a coordinated planning process through which individual projects by different schools and cumulative impacts have been analyzed.
- Standing – The agreement sets out to address issues specific to the adjacent Agassiz community without infringing on or substituting for the jurisdiction of regulatory authorities within the City, the purposes of which and responsibility of are distinct and different.

What are the components of the agreement?

The agreement establishes the mechanisms to define and implement necessary mutual assurances so that North Campus projects may proceed and be supported by the community. The components of this mutually beneficial relationship are the following:

- Impact mitigation
- Community enhancement
- Build-out predictability
- Structure for a continuing relationship

1. Impact Mitigation

First and foremost, the agreement is based on the fundamental premise that adverse impacts associated with development are to be addressed. Mitigation of adverse traffic, noise, and construction impacts that affect day-to-day quality of life is the principal component of the agreement. Specific measures to mitigate development impacts include the following:

- Expanded construction mitigation measures
 - Construction mitigation manager hired/assigned
 - Regular project coordination meetings with abutters
 - Complaint call center
 - Mitigation web site and construction update email notification

- On site posting of construction updates
- Mitigation measures to address adverse traffic, parking and other development impacts
Specific measures such as traffic calming, traffic management, noise abatement, and enhanced construction mitigation measures, as examples, will be defined on an individual project basis.

2. Community Enhancement

Because the parties recognize that construction can be disruptive, the agreement also establishes that community enhancements such as pedestrian, streetscape, open space, and landscape amenities will be included as a part of development plans, and benefits will be provided that address the impact of construction. The premise is that while development will result in change, development can also provide opportunities to improve the shared environment. Specific community enhancements on and/or off the Campus will be defined on a project-specific and/or phased basis. Enhancements could include things such as the following.

- Built and Open Space Amenities
Enhanced pedestrian, streetscape, open space and beautification amenities
- Programmatic Amenities
Youth and education programs to benefit Cambridge youth

3. Build-Out Predictability

Agassiz and Harvard recognize the value of long-term predictability and each offers mutual assurances regarding future North Campus development.

- Assurance regarding completion of the North Campus
Harvard has provided assurance that during the next 25 years, development of the North Campus will not exceed 1,600,000 gross square feet of new space. This includes up to 500,000 square feet of replacement space for demolished facilities (plus up to 10% to enable unforeseen and necessary incremental additions such as ADA improvements to existing buildings).
- Assurance of no further development beyond defined build-out
The committee is shaping language to establish assurances that there will be no additional development within the 25-year period.
- Assurance that projects will proceed
Agassiz will support projects on a project-by-project basis so that they may proceed promptly. So long as the agreement is in effect, Agassiz shall not initiate or support any actions that would have the effect of hindering utilization of the North Campus.

4. Structure of a Continuing Productive Relationship

Agassiz and Harvard wish to keep each other informed of activities that affect the other and establish a procedure by which they can harmoniously advance projects. A Standing Committee will be created to ensure that the working relationship continues and to address issues before they become problems.

- Creation of the Standing Committee
Harvard and Agassiz will each appoint not more than five representatives to the Standing Committee that will meet as needed but at least semi-annually. The Standing Committee will be augmented to include participants from other neighborhoods if development immediately abuts another neighborhood.

In addition, if/when there is a development project proposed, the Standing Committee will be the forum for the implementation of mitigation and mutual benefits concurrent with project approvals.

What is the status of the talks to create a new relationship and who is representing the Agassiz community?

Representatives Joel Bard, Willie Bloomstein, Ellen Friedman and Miriam Goldberg are refining the agreement and expect to have an agreement shaped in about a month. The goal is to present the agreement to the Agassiz community for review at the November 18 ANC meeting. The community will be asked to vote on the agreement at the December 16 ANC meeting.

