

**MITIGATION AGREEMENT
CONCERNING
THE GREENBUSH LINE PROJECT IN THE TOWN OF SCITUATE**

*TOWN OF SCITUATE
MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
EXECUTIVE OFFICE OF TRANSPORTATION AND CONSTRUCTION*

This Mitigation Agreement is entered into this 26th day of March, 2002, by and among the Massachusetts Bay Transportation Authority (the MBTA), the Massachusetts Executive Office of Transportation and Construction (EOTC), and the Town of Scituate acting through its Board of Selectmen (the Selectmen) herein after referred to as "The Parties".

RECITALS

The MBTA has proposed the restoration of commuter rail service at grade on the Old Colony Greenbush Line through the towns of Braintree, Weymouth, Hingham, Cohasset, and Scituate (the Project) for the purpose of improving the quality and equity of distribution of transportation services in this corridor and in support of the Commonwealth's long-term transportation and environmental strategy for the Boston metropolitan area.

The Parties and their advisors have conducted extensive discussions over the past several years regarding potential adverse impacts of the Project and means to avoid, minimize, or mitigate them. Among other purposes, these discussions pertained to the process of preparing and publishing the Final Environmental Impact Report (FEIR) for the Project, which MBTA circulated for public comment on June 11, 2001, in accordance with the Massachusetts Environmental Policy Act (MEPA).

Under MEPA, MBTA is required, subsequent to the Secretary of Environmental Affairs determination of adequacy of the FEIR (the FEIR Certificate, which was published on August 17, 2001), to file a Mitigation Finding (the Section 61 Finding) under MEPA Section 61 (confirming the various measures which MBTA will take to avoid or otherwise mitigate adverse environmental impacts that may otherwise occur in the absence of mitigation).

The Project involves the taking and use of the former railroad right of way in Scituate, currently owned by the Town.

Based on MBTA's agreement to undertake the Environmental Mitigation Actions and Land Acquisition Arrangements described in this Agreement and to include all of them in the Section 61 Finding, the Selectmen have agreed to cooperate with the MBTA in the completion of the permitting and approval process for the Project as more particularly stated hereafter.

NOW THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Selectmen's Cooperation

- 1.1 In consideration of this Agreement with the MBTA and EOTC, the Selectmen, as the Town's Chief Executive, consistent with applicable laws governing, and subject to the limitations on, their role as Chief Executive, agree that the Town will not interfere with, impede or delay, or otherwise oppose or contest, the application for and issuance of permits or approvals required for the Project, whether the same are issued by Town or by any other federal, state, or local permitting or approving authority including, without limitation, any challenge to the adequacy of the FEIR under MEPA or otherwise. These other permits or approvals may include (by way of example) Conservation Commission approvals, sewer, water, electrical or other utility connections, and Fire Department permits. It is understood that certain of such permits or approvals are not within the ultimate control or jurisdiction of the Selectmen and that where such permit or approval is within the primary jurisdiction of other permitting authorities, this Agreement is not intended to restrict the exercise of such jurisdiction by such other permitting authority.
- 1.2 In connection with such cooperation and agreement, the Selectmen agree to immediately dismiss with prejudice the litigation it has filed pertaining to the adequacy of the FEIR and to otherwise refrain from, and hereby specifically waives the right to pursue, any litigation objecting to, or seeking to delay or stop, the Project on the basis of MEPA or otherwise.
- 1.3 Further, the Selectmen agree not to oppose the granting of any licenses or leases, or the passage of legislation, deemed by the MBTA to be necessary for the MBTA's use of any Town owned land for the Project as set forth in this Agreement.
- 1.4 The Selectmen's cooperation as set forth in this Section 1 shall be subject to the provisions of Section 2.3 below.

2. Changes in Impacts or Project

- 2.1 The Selectmen acknowledge that they have had an extensive opportunity to review the potential impacts of the Project within the Town and agree that based on this assessment, the Selectmen will not seek any further mitigation measures associated with the Project unless there are material changes in the Project which produce significant new adverse impacts (New Adverse Impacts) which are not described in the FEIR (Material Changes). If a Material Change should arise, the MBTA shall consult with the Town and take all feasible and practicable measures, including those mutually agreed upon, to mitigate such New Adverse Impact. The MBTA and EOTC also agree that the Selectmen may propose to the MBTA and to any permitting authority having jurisdiction over the New Adverse Impact any additional mitigation measures that the Selectmen deem necessary to mitigate the Material Change, but only if such measures are first reviewed in advance by the Selectmen with the MBTA, and if the MBTA does not concur in the Selectmen's proposal, that the Selectmen and the MBTA have engaged in the informal dispute resolution process set forth in this Agreement at Section 4 prior to the Selectmen advancing any such additional mitigation measure to such other permitting authority.
- 2.2 The MBTA agrees that it will provide any additional funding that may be required to implement such Additional Mitigation Measures, whether determined in accordance with

sub-section 2.1 above or in the process of informal dispute resolution under Section 4 below.

- 2.3 Sections 1.1, 1.2, and 1.3 above shall not apply to any New Adverse Impact which requires the MBTA to file a Notice of Project Change (NPC) pursuant to MEPA, 310 CMR 11.10; provided, however, that such Sections 1.1, 1.2, and 1.3 shall apply in the event the MBTA determines it is in its best interest to file such an NPC with the MEPA Unit in order to construct the layover facility portion of the Project in the manner set forth on Attachment 3 which the parties acknowledge is not a New Adverse Impact. Without limiting the generality of the foregoing, Sections 1.1, 1.2, and 1.3 shall not apply to the following Project changes in Scituate whether or not the MBTA is required to file an NPC: (1) the institution of freight service; (2) the installation of additional double track not currently planned as a part of the Project; or (3) the institution of the use whistles or horns at grade crossings. Any such New Adverse Impact shall be subject to the procedure set forth in Section 2.1 above.

3. Environmental and Related Mitigation Actions

The MBTA shall take the mitigation actions described in Sections 6 and 7 of this Agreement and shall include these measures in the Section 61 Finding relating to environmental mitigation measures within Scituate.

4. Informal Dispute Resolution

The Parties agree that prior to commencement of any litigation concerning disputes arising under this Agreement, the Parties shall conduct timely, informal dispute resolution as follows:

- 4.1 Town's authorized representative who shall be responsible for conducting the first stage dispute resolution described herein shall be the Town Administrator, currently Richard Agnew, who may be reached at 781-545-8741 (voice), 781-545-8704 (fax), and at richagne@scituate.mec.edu. MBTA's authorized representative shall be the Assistant General Manager of Design and Construction, currently David Ryan, who may be reached at 617-222-3118 (voice), 617-222-1557 (fax), and at dryan@mbta.com. The authorized representative of either Party may be changed from time to time by written notice to the other Party.
- 4.2 For purposes of first-stage dispute resolution, either MBTA or Town shall notify the authorized representative of the other Party by telephone, with confirmatory written notification by fax or email, that it disputes an action or omission to act by the other Party, stating briefly the basis for the dispute in accordance with the Party's obligations hereunder. The other Party shall respond within two (2) business days of receipt of such notification, by return phone call, with written confirmation by fax or email, and shall make him or herself available to meet and confer in person with the Party raising the dispute within three (3) business days after the date the responding Party issued its written reply. In cases where there is a discrepancy of fact between the telephone (verbal) communication and the confirmatory written notification, the written notification shall take precedence. The two Parties agree to then meet and confer in good faith to resolve the dispute to their mutual satisfaction.
- 4.3 In the event that the result of the meeting in the first stage is considered to be materially unsatisfactory by either Party, such Party shall initiate second stage dispute resolution

by notifying the other Party's designated representative of same in writing. Within ten (10) business days thereafter (or at such later date as the Parties may mutually agree in writing), the General Manager of the MBTA (or his designated and authorized representative who shall also be a senior manager of the MBTA), together with a senior official of EOTC, and the Selectmen (not less than a majority thereof), shall meet and confer in good faith to resolve such dispute. At such meeting, the Parties may agree in writing to extend the time to resolve the matter if the Parties believe that reasonable progress is being made. If at the end of the initial meeting or at the conclusion of such other meetings or conferences the Selectmen and General Manager may agree to conduct, either Party determines that the dispute has not been satisfactorily resolved, such Party shall notify the other orally with written confirmation by fax or email that the second stage dispute resolution process is terminated.

- 4.4 Either Party may proceed to exercise its remedies for breach of this Agreement under law but shall not commence such action until after ten (10) business days following the close of the second stage dispute resolution.

5. Administrative Provisions

- 5.1 Amendments. This Agreement may not be modified or amended in whole or in part except by a written instrument signed by the Parties to this Agreement.
- 5.2 Duration of Agreement. This Agreement shall remain in force during the design and construction of the Project and for a period thereafter corresponding to the duration of the Project's Section 106 Consultation Programmatic Agreement (Programmatic Agreement) including any extensions, or until receipt of certificates of compliance from the Conservation Commission, which ever is later.
- 5.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- 5.4 Nothing in this Agreement shall be construed to impose on the MBTA any additional liabilities or obligations with respect to the subject matter of the Agreement other than those specifically stated or reasonable implied herein, or to relieve the MBTA from complying with all other laws and regulations applicable to it. The Selectmen and the MBTA also acknowledge that their respective agreements herein are without prejudice to rights and remedies which they each may have pursuant to MEPA or to any other applicable law.

6. Environmental Mitigation Actions

In connection with the project, the MBTA will take the actions described in this Section 6 (*Environmental Mitigation Actions*) and will include these measures in the Section 61 Finding relating to environmental mitigation measures within Scituate.

6.1 North Scituate Village

- 6.1.1 MBTA agrees to modify the existing on- and off-street parking in North Scituate, including the municipal parking lot on Gannett Road, substantially in accordance with the attached plan (see **Attachment 1**, attached hereto), such that there is no net reduction in the total number of parking spaces and that there is minimum displacement of existing parking spaces. In accordance with Section 7.3.2, below, Town agrees to make Town owned property available to the MBTA at no cost for this purpose, however, the modified municipal parking lot shall remain the property of the Town.
- 6.1.2 MBTA and the Town shall cooperate in developing a reasonable plan for phasing of parking area construction with the goal of maximizing the number of spaces available during the construction period of the Project.
- 6.1.3 MBTA agrees to provide new walkways, landscaping, and relocated features on the Town Green portion of Bound Brook Park bounded by Bound Brook, Henry Turner Bailey Road, and the Right of Way substantially in accordance with the attached plan (see **Attachment 1**, attached hereto). In accordance with Section 7.3.3, below, Town agrees to make Town owned property available to the MBTA at no cost for this purpose, however, the modified Town Green shall remain the property of the Town. Town agrees that this action fully compensates for the loss of the portion of the Town Green currently located on the Right of Way.
- 6.1.4 MBTA agrees to provide walkways on both sides of the track between Bound Brook and Country Way substantially in accordance with the attached plan (see **Attachment 1**, attached hereto).
- 6.1.5 MBTA agrees to replace the existing steel pedestrian bridge over Bound Brook at Country Way with an extension of the culvert so as to provide an ADA compliant sidewalk across the brook.
- 6.1.6 MBTA agrees to install new traffic signals at the intersection of Country Way, Gannett Road, and Henry Turner Bailey Road in accordance with the Programmatic Agreement and the generally applicable standards of the Massachusetts Highway Department (MHD).
- 6.1.7 MBTA agrees to install a cantilevered overhead flashing warning beacon on Henry Turner Bailey Road at the station parking lot entrance and crosswalk in accordance with Programmatic Agreement and the generally applicable standards of MHD.
- 6.1.8 MBTA agrees to install sidewalks and crosswalks in North Scituate as indicated on the attached plan (see **Attachment 1**, attached hereto).

6.2 Noise and Vibration Mitigation

- 6.2.1 MBTA agrees to provide, or cause to be installed, noise mitigation in accordance with noise mitigation guidelines for the Greenbush Line Project for impacts identified in accordance with Federal Transit Administration Guidance Manual for Transit Noise and Vibration Impact Assessment at the locations and in the amounts indicated on the attached listing (see **Attachment 4**, attached hereto) subject to verification by the MBTA of residential use and number of dwelling units at each property.
- 6.2.2 MBTA agrees to provide and maintain vibration mitigation within the railroad right of way and in accordance with vibration mitigation guidelines for the Greenbush Line Project for impacts identified in accordance with Federal Transit Administration Guidance Manual for Transit Noise and Vibration Impact Assessment at the locations indicated on the attached listing (see **Attachment 5**, attached hereto).
- 6.2.3 MBTA agrees to provide modified shelving to mitigate vibration impacts on glass storage at Elk Glass located adjacent to the railroad at 762R Country Way as recommended in the technical memorandum "*Vibration Assessment of Elk Glass in Scituate*", Harris Miller Miller and Hanson, December 20, 2000.
- 6.2.4 MBTA agrees to permit the owners of noise impacted properties where sound insulation mitigation is proposed the option of using all or a portion of their allocated sound insulation mitigation funds (see **Attachment 4**, attached hereto) for sound insulation treatments to the residence, the installation of evergreen screen plantings along the railroad property line, for expenses related to the resolution of encroachments, purchase of excess MBTA property at locations identified by the MBTA, or (if the property is not eligible for listing in the National Register of Historic Places and is not a contributing element to a National Register eligible Historic District) for the replacement of the standard chain link fence along the railroad property line with 6 or 8 foot high solid wood fence or 6 or 8 foot high noise barrier fence. MBTA will permit owners of adjacent noise impacted properties to pool their allocated sound insulation mitigation funds together, but will require that types of plantings or fences must be coordinated with adjacent noise-impacted properties to ensure a consistent appearance.
- 6.2.5 MBTA agrees to provide a 16 foot high noise barrier along the easterly property line of the Right of Way adjacent to the Wheeler Park housing development to mitigate noise impacts determined in accordance with Federal Transit Administration (FTA) criteria.

6.3 Grade Crossings

- 6.3.1 MBTA agrees that train horns will not be sounded in the Town at any grade crossing, except in emergency or temporary situations.
- 6.3.2 As provided in the Programmatic Agreement (Stipulation IV.C and D):

MBTA shall consider using grade crossing treatments which include four quadrant gates at all the grade crossings in Scituate, namely the Country Way, Hollett Street, Captain Pierce Road, Beaver Dam Road, and First Parish Road grade crossings, and shall determine whether to use such gate treatments in lieu of alternative, median-barrier treatments based on consideration of factors such as the degree of adverse impact on Historic Properties, the reliability of technology which may be applied in the operation of

the crossing and which is then available in the marketplace, the compatibility of such technology with system-wide signal and communications technology applications then in use by MBTA, physical and operational constraints at the particular crossing, the history of accidents at the particular grade crossing and at crossings similarly situated in New England, legal and liability considerations, and with due regard for the safety of the public, including train passengers and personnel as well as those persons seeking to cross the rail right of way.

The MBTA's ultimate determination whether to include four quadrant gate treatment at any grade crossing in the Project's final plans and engineering will be made as follows: first (1), the MBTA shall determine whether the safety and other considerations set forth at above, are satisfactorily resolved in the use of a particular treatment at each such crossing and second (2), if MBTA makes the first determination affirmatively, it shall determine whether the selected treatment is consistent with Federal Railroad Administration (FRA) and other regulations which are then current and applicable as of the date of construction of the Project (it being acknowledged that with respect to this requirement, the MBTA shall seek a waiver of requirements of federal or state regulations if the first determination is made affirmatively and if a waiver would otherwise satisfy the requirements of then applicable FRA or other federal or state regulations applicable to such crossing). The MBTA shall notify Town regarding the determination it ultimately makes regarding these grade crossing treatments.

- 6.3.3 MBTA agrees that median barriers, where used, will not exceed the minimum length permitted under the FRA's final Swift Act regulations. The Town agrees and understands that the maintenance of the medians will be the responsibility of the Town or its designee(s).
- 6.3.4 Notwithstanding items 2 and 3 above, MBTA and Town agree that the design of all grade crossings shall be governed by the provisions of the FRA's final Swift Act regulations, and other applicable laws and regulations, and that the MBTA shall consider in the design of all grade crossings, the Town's interest in minimizing median barrier length, roadway widening, avoiding blocking left turns at driveways, and traffic flow changes.
- 6.3.5 MBTA agrees to provide an illuminated advance warning sign on the southwestern approach to the Beaver Dam Road grade crossing to alert eastbound motorists when the grade crossing warning system is active.
- 6.3.6 MBTA agrees to revise the design of the Captain Pierce Road (Egypt) grade crossing to provide for access to business parking and residential driveways, make geometric improvements, and provide screen plantings at the Scituate DPW facility substantially in accordance with the attached plan (see **Attachment 2**, attached hereto).
- 6.3.7 MBTA agrees to provide a new advance Fire Department preemption signal west of the railroad on First Parish Road to stop eastbound motorists prior to the railroad.
- 6.3.8 MBTA agrees, subject to review in accordance with the Programmatic Agreement, to locate screening planting at signal bungalows at the former Scituate station site on the southerly side of First Parish Road parallel to the track. MBTA also agrees not to relocate the driveway at the parking lot on this site in accordance with the attached plan (see **Attachment 8**, attached hereto).

- 6.3.9 MBTA agrees to provide and, until first used, maintain, pipe sleeves under the railroad at locations designated by Town for future municipal underground utilities (sewer, water, etc.) lines.
- 6.3.10 MBTA agrees that if required by the Department of Telecommunications and Energy (DTE) MBTA will provide and maintain overhead cantilever flashers at all grade crossings in accordance with DTE's requirements.
- 6.3.11 MBTA agrees to provide and maintain a bell at all grade crossings to provide an audible warning to pedestrians of the approach of a train.
- 6.3.12 MBTA will provide, if requested by the Town's Fire Chief, "Opticom^{TM1}"-type fire department traffic signal pre-emption systems at all traffic signals installed or modified by the MBTA in Scituate as part of the Project.
- 6.3.13 MBTA agrees to abide by the preferences of the Town, subject to review in accordance with the Programmatic Agreement where applicable, regarding the color of new Town-operated traffic signal equipment and the operation of such new Town-operated signals to the extent reasonably possible and consistent with generally applicable standards of MHD.
- 6.3.14 MBTA agrees that all signal bungalows in Scituate will be dark-colored and that evergreen screen plantings will be provided as required between bungalows and nearby adjacent residential and public property.
- 6.3.15 MBTA agrees that all new or reconstructed sidewalks will be cement concrete and all new or reset curbing will be granite.
- 6.3.16 MBTA agrees that any existing granite curbing or granite blocks from bridges and culverts in Scituate, not reused on the Project, will remain the property of the Town and will be delivered to the Egypt DPW facility.

6.4 Stations and Layover Facility

- 6.4.1 MBTA agrees to provide and maintain approximately 390 parking spaces at North Scituate Station and locate the platform on the northeasterly side of the track substantially in accordance with the attached plan (see **Attachment 1**, attached hereto).
- 6.4.2 MBTA agrees to retain the existing arborvitae hedgerow along the northerly side of the North Scituate Station site to provide vegetative screening between the parking lot and the Lincoln Park housing development and to provide an additional arborvitae hedgerow along the northeasterly side of the right of way between the Lincoln Park buildings and the station platform in accordance with the attached plan (see **Attachment 1**, attached hereto).
- 6.4.3 MBTA agrees to retain, to the extent feasible, the existing rock outcrop and surrounding landscaped area adjacent to the North Scituate Station driveway. In the event that it is not feasible to retain such features, MBTA agrees to provide alternative landscaping in

¹ Opticom is a trademark of 3M Corporation.

this area as feasible consistent with the landscaping of the other areas of the station site.

- 6.4.4 MBTA agrees to provide a left turn lane on Country Way northbound at the North Scituate Station driveway.
- 6.4.5 MBTA agrees to provide approximately 1030 parking spaces at Greenbush Station and MBTA shall arrange such parking substantially in accordance with the attached plan (see **Attachment 3**, attached hereto).
- 6.4.6 MBTA agrees to provide a landscaped buffer between the Greenbush Station parking lot and the Town's transfer station and animal shelter substantially in accordance with the attached plan (see **Attachment 3**, attached hereto).
- 6.4.7 MBTA agrees to provide a new traffic signal with crosswalks and left turn lanes at the intersection of Driftway and Old Driftway in accordance with generally applicable standards of MHD.
- 6.4.8 MBTA agrees to replace the existing traffic signals at Route 3A and Route 123 with a modern roundabout intersection with new sidewalks and signalized crosswalks as indicated on the attached plan (see **Attachment 3**, attached hereto). MBTA agrees to preserve and relocate the existing veterans memorial and fountain as required to facilitate roadway modifications and to provide appropriate landscaping of the intersection. MBTA agrees to work cooperatively with the Town, MHD, and the Massachusetts Historic Commission (MHC) to further refine the traffic analysis and design of the roundabout to address concerns about traffic flow, access to side streets and driveways, pedestrian access, and impacts to historic resources. MBTA agrees to work cooperatively with the Town (and MHD) to resolve any traffic problems that occur after construction is completed.
- 6.4.9 MBTA agrees to construct intersection improvements to provide a three-way stop with overhead flashing beacon at the intersection of Stockbridge Road and Old Driftway, and to provide a new traffic island with stop sign on Stockbridge Road at the intersection with Country Way, both as indicated on the attached plan (see **Attachment 3**, attached hereto).
- 6.4.10 MBTA agrees to provide plantings for visual screening of the station platforms and parking areas from adjacent residences and public areas as indicated on the attached plans (see **Attachments 1 and 3**, attached hereto).
- 6.4.11 MBTA agrees, subject to review in accordance with the Programmatic Agreement, and in fulfillment of Stipulation III.D of the Programmatic Agreement, to provide internal landscaping at the station parking lots in the form of 4-foot wide, curbed, planted medians located as indicated on the attached plans (see **Attachments 1 and 3**, attached hereto) to maximize the aesthetic benefit of such medians on adjacent residential and public property.
- 6.4.12 MBTA agrees to design station and layover facility lighting to avoid "light spill" onto abutting properties.

- 6.4.13 MBTA agrees that if either the MBTA or the Town desire additional parking at either station, the Town and MBTA will work cooperatively to develop a mutually acceptable design for such additional parking.
- 6.4.14 MBTA agrees that the air-rights over the station parking lots will not be used for purposes other than station parking.
- 6.4.15 MBTA agrees that if advertising, which is not currently planned, is added to the stations on the Greenbush Line, such advertising will be incorporated into the design of the stations in a manner consistent with the Project's Historic Preservation Design Guidelines developed as part of the Programmatic Agreement. MBTA agrees that such advertising will consist only of placards installed at the station platforms and placed such that they are not visible from adjacent residences. MBTA further agrees not to install any billboards on its Greenbush Line property in Town.
- 6.4.16 In accordance with the FEIR Certificate, the MBTA and the Town agree to arrange the layover facility at Greenbush substantially in accordance with the attached plan (see **Attachment 3**, attached hereto) which involves train switching movements in the Union Street area which may cause additional noise impacts to residences in this area. The MBTA has reanalyzed noise and vibration impact projections, and adjusted the proposed mitigation as required in accordance with the Project's mitigation guidelines, to account for changes in the Project's design and operation in the Greenbush area since issuance of the FEIR. These adjustments are reflected in Attachments 4 and 5.
- 6.4.17 MBTA agrees to provide drip-pans under the locomotive parking locations connected to an adequately sized oil/water separator to prevent discharge of spilled oil or fuel into the First Herring Brook or any other ground or surface water.
- 6.4.18 MBTA agrees to equip the layover facility with an electric engine block heating system and a compressed air system to minimize locomotive idling at the layover facility. Locomotives shall not idle overnight except in emergency situations or when the ambient air temperature measured at the layover facility is 10°F or below and shall in all cases promptly notify the Scituate Police Department when locomotives will be idling overnight. MBTA shall maintain an accurate, permanent outdoor thermometer at the layover facility for the purpose of determining the ambient temperature.

6.5 Fencing and Visual Mitigation

- 6.5.1 MBTA agrees to provide and maintain steel picket fence in accordance with the Programmatic Agreement adjacent to commercial property and parking lots between Bound Brook and the former North Scituate depot building on both sides of the right-of-way.
- 6.5.2 MBTA agrees to provide and maintain (when located on MBTA property) solid fencing or plantings to screen historic properties as specified in the Programmatic Agreement.
- 6.5.3 MBTA agrees to provide and maintain six (6) foot high chain link fence along the railroad property line adjacent to inhabited areas, other public areas, and as specified herein.
- 6.5.4 MBTA agrees that all chain link fence in Historic Districts will be black color as specified in the Programmatic Agreement.

- 6.5.5 Prior to the start of service on the Greenbush line, the MBTA agrees to review on-site by hi-rail vehicle the actual fencing locations for deficiencies with appropriate Town officials prior to the start of service and any deficiency so identified shall be corrected prior to such start.
- 6.5.6 Fencing shall be provided along the right-of-way where requested by the Town and agreed to by the MBTA.
- 6.5.7 MBTA agrees, subject to review in accordance with the Programmatic Agreement, to provide black chain link fencing and infill planting on the southerly side of the track between engineering stations 1300+00 and 1315+00.

6.6 Wetlands Mitigation

- 6.6.1 MBTA agrees to take all practical steps to avoid or minimize potential impacts to vernal pools along the Right of Way, including the use of retaining walls to minimize filling and "salamander tunnels" or the like to maintain habitat access.
- 6.6.2 MBTA agrees to design the project such that existing flooding problems adjacent to the railroad are not exacerbated.
- 6.6.3 MBTA shall purchase vacant land (shown on Scituate Assessor's Map 36, Block 4 as Lots 23 and 25R) and associated crossing rights at 19 Chet Way and 4 Rose Beach Lane respectively to eliminate grade crossings at these locations. MBTA agrees to deed this land (without the crossing rights) at no cost to the Town of Scituate Conservation Commission (with the approval of the Selectmen pursuant to Chapter 40, Section 8C of the General Laws) if this land is used by the MBTA for environmental mitigation purposes related to the Project, or if not so required, to the Town of Scituate Board of Selectmen.
- 6.6.4 MBTA shall, to the maximum extent feasible, provide mitigation within the Town of Scituate for all wetland impacts in the Town of Scituate, and shall, at the completion of construction and warranty periods, and upon receipt of a certificate of compliance, deed wetland mitigation areas to the Town of Scituate Conservation Commission (with the approval of the Selectmen pursuant to Chapter 40, Section 8C of the General Laws) at no cost.

6.7 Certain Other Understandings

- 6.7.1 MBTA shall prepare and submit for review and comment to Town design submissions setting forth the design of various elements of the Project (consistent with practical requirements associated with a design-build or other alternative contracting arrangements that MBTA may undertake for the Project) which represent approximately sixty percent (60%) of the engineering progress on such elements and also which represent approximately ninety percent (90%) of such development (plans indicating the limits of proposed clearing of existing vegetation shall be included in such Design Submissions). MBTA may prepare these Design Submissions in groups representing practical segments or construction contracts, and if an alternative arrangement such as design-build is utilized, at such progress milestones for various elements as may be practicably necessitated in accordance with such arrangement. Town agrees to deliver

written comments on such design submissions to MBTA within thirty (30) calendar days of receipt of such design submission from MBTA unless an alternative timetable in any particular instance is agreed upon in writing by MBTA. Failure by Town to provide written comments within said 30 day period shall be considered for purposes of this Understanding to be concurrence with such submission. The MBTA may proceed with the action(s) which were the subject of such submission after documenting for the record, by letter addressed to the Town's authorized representative, after the expiration of the comment period. The MBTA shall take such comments into account in completing the design of the Project.

- 6.7.2 MBTA agrees to work cooperatively with Town to develop a mutually acceptable construction mitigation plan to the extent reasonably consistent with Project mitigation policies generally, recognizing the Town's goal of minimizing construction impacts in residential areas and supporting the economic viability of the North Scituate Village and Greenbush areas. Such plan, to be developed in conjunction with the MBTA's Design-Build contractor, shall address noise and dust control, hours of operation, traffic detour routes, construction staging areas, and construction trucking routes.
- 6.7.3 As soon as practicable after signing this agreement, the MBTA shall prepare an overview document discussing land taking, noise mitigation, vibration mitigation, private property planting, encroachments, and safety restrictions and mail same to affected or potentially affected abutters and the Selectmen. MBTA shall then follow up with individual meetings with affected property owners.
- 6.7.4 As a mitigation measure, MBTA agrees to grant to the Town, pursuant to G.L. c. 44, s. 53A, the funds necessary to purchase land for open space conservation purposes in the amount of \$3,000,000 (the "Land Acquisition Fund"). The Land Acquisition Fund may only be expended by the Town for the actual costs of acquiring land or other interests in real property, including the reasonable costs associated with appraisals, title examinations, surveys, land acquisition expenses, and recording fees related thereto.
- 6.7.5 In recognition of valuable considerations granted to the MBTA by the Town herein, MBTA agrees to grant to the Town pursuant to G.L. c. 44, s. 53A, the funds necessary to make streetscape improvements related to, or coordinated with, the Project in an amount up to, but not to exceed, the amount of \$2,500,000 (the "Streetscape Fund"). The Streetscape Fund may only be expended by the Town for the actual costs of the streetscape improvements including, but not limited to, design, engineering, technical studies, permitting, construction, construction management, coordination of construction of the streetscape improvements with other elements of construction of the Project, and other such costs as the MBTA and Town may agree. Town shall be solely responsible for permitting, designing, and constructing said improvements except as otherwise provided in this Agreement.
- 6.7.6 In recognition of valuable considerations granted to the MBTA by the Town herein and the proposed displacement of recreational facilities at Bound Brook Park, MBTA agrees to grant to the Town, pursuant to G.L. c. 44, s. 53A, the funds necessary to make public recreational improvements related to, or coordinated with, the Project at Bound Brook Park or elsewhere in Scituate in the amount of \$490,000 (the "Recreation Fund"). The Recreation Fund may only be expended by the Town for the actual costs of the recreational improvements including, but not limited to, design, engineering, technical studies, permitting, construction, construction management, coordination of construction

of the recreational improvements with other elements of construction of the Project, and other such costs as the MBTA and Town may agree. The Town shall be solely responsible for permitting, designing, and constructing said improvements except as otherwise provided in this Agreement.

- 6.7.7 In recognition of valuable considerations granted to the MBTA by the Town herein, MBTA agrees to grant to the Town, pursuant to G.L. c. 44, s. 53A, the funds necessary to make shorewalk improvements along First Herring River in Scituate related to, or coordinated with, the Project in the amount of \$60,000 (the "Shorewalk Fund"). The Shorewalk Fund may only be expended by the Town for the actual costs of the shorewalk improvements including, but not limited to, design, engineering, technical studies, permitting, construction, construction management, coordination of construction of the shorewalk improvements with other elements of construction of the Project, and other such costs as the MBTA and Town may agree. The Town shall be solely responsible for permitting, designing, and constructing said improvements except as otherwise provided in this Agreement.
- 6.7.8 In recognition of valuable considerations granted to the MBTA by the Town herein, MBTA agrees to grant to the Town, pursuant to G.L. c. 44, s. 53A, the funds necessary for the long-term maintenance of publicly-owned historic resources in Scituate in the amount of \$1,000,000 (the "Historic Resources Fund"). The Historic Resources Fund may only be expended by the Town for the actual costs of the long-term maintenance of publicly-owned historic resources in Scituate. The Historic Resources Fund may only be expended by the Town for the actual costs of funding a trust fund dedicated to the purpose of funding the long-term maintenance of publicly-owned historic resources impacted by the Project or elsewhere in Scituate.
- 6.7.9 In recognition of valuable considerations granted to the MBTA by the Town herein, MBTA agrees to grant to the Town, pursuant to G.L. c. 44, s. 53A, the funds necessary to hire an ombudsman to act as a liaison between the Town, its citizens, and the MBTA during the construction of the Project in Scituate in the amount of \$150,000 (the "Ombudsman Fund"). The Ombudsman Fund may only be expended by the Town for the actual costs of hiring and employing an ombudsman as set forth herein including, but not limited to, salary, salary related expenses, and such other costs as the MBTA and Town may agree. The Town agrees that the amount to be set aside in the Ombudsman fund is adequate to protect the Town's interests for the duration of the construction of the Project in Scituate.
- 6.7.10 The MBTA shall deposit the Land Acquisition Fund, the Streetscape Fund, the Recreation Fund, the Shorewalk Fund, the Historic Resources Fund, and the Ombudsman Fund (collectively, the "Funds") with the Scituate Town Treasurer not later than sixty (60) days following the date that MBTA issues the notice to proceed for construction in Scituate to the MBTA's Design-Build Contractor (D-B Contractor) for the Project. Such notice to proceed is currently expected to be issued on or about December 15, 2002. Use of any monies comprising the Funds shall be subject to the further approval of the Town and the MBTA in accordance with the terms of this Agreement. The Town Treasurer shall hold each such fund in a separate interest bearing account. Not less than thirty (30) days prior to the date of any such planned expenditure or reimbursement of the Funds, the Town shall provide the MBTA with a statement detailing the following information: (i) the purpose of the planned expenditure or reimbursement; (ii) the date of the planned expenditure or reimbursement of the

Funds; (iii) a complete list of all parties scheduled to receive such Funds; (iv) a statement summarizing how the use of the Funds is related to the Project; (v) the account from which the Funds are to be drawn; (vi) a summary of past expenditures of the Funds from the applicable account and current account balance(s). The MBTA shall approve such request provided the Town provides documentation that such expenditure is, in the MBTA's reasonable opinion, consistent with the terms of this Agreement. Such approval, which shall not be unreasonably withheld, shall be given not later than thirty (30) days following its receipt of a completed request from the Town. For the purpose of this section 6.7.10, the MBTA's Assistant General Manager for Design and Construction shall be authorized to approve or disapprove any such request. If the MBTA disagrees with any expenditure by the Town under this section, the MBTA may initiate initial Informal Dispute Resolution pursuant to Section 4 of this Agreement. The Town agrees to provide MBTA with copies of payment records related to the expenditure of any of the Funds for verification of project costs, to permit MBTA to audit such records at any time, and to otherwise cooperate with the MBTA and its employees and consultants regarding the expenditure of any of the Funds in all respects. In no event shall such reimbursements exceed the total of the respective Funds as specified herein. Interest on the Funds shall be credited to the MBTA. The Town shall, within ten (10) days of receipt of a written request from MBTA, authorize the payment of any accumulated interest earned on the Funds to the MBTA.

- 6.7.11 In the event that the Town determines, and the MBTA concurs (in its sole discretion), that for reasons of practicality, efficiency, and cost that certain of the streetscape, recreational, or shorewalk improvements should be performed in conjunction with the Project by the MBTA's D-B Contractor, the MBTA shall issue a change order (subject to MBTA Board approval if required) to the D-B Contractor for such work in an amount agreed to between the MBTA, D-B Contractor, and the Town (the "Change Order Amount"). In that event, the Town shall, not later than ten (10) days following MBTA's agreement to issue such change order, authorize payment of the Change Order Amount to the MBTA, or, at the MBTA's direction, to the D-B Contractor.
- 6.7.12 The Town and the MBTA agree that, in the event any of the Funds' amounts are remaining in their respective accounts at the end of the Term of this Agreement, the Town shall pay the entire remaining balances of the Funds to the MBTA.
- 6.7.13 MBTA is ultimately responsible for repair or compensation for, any damage or loss caused by its construction activities or later rail operations and shall ensure that its contractors are properly insured. Repair of any damage to properties adjacent to construction areas caused by the MBTA construction activities shall be performed at no expense to the property owner.
- 6.7.14 MBTA agrees to limit non-layover idling of locomotives within Scituate to no more than is necessary to allow for passage of trains at passing sidings, and shall allow idling for that purpose only, except in emergency situations.
- 6.7.15 MBTA shall notify Town at least 24 hours in advance when it is necessary or desirable to perform work outside of standard MBTA construction hours which are 7:00 am to 3:30 pm Monday through Friday (except State Holidays).
- 6.7.16 MBTA agrees to design all overhead bridges on the Greenbush Line with vertical clearance compatible with possible future 25 kV overhead electrification of the

Greenbush Line. The Town shall have the right to advocate for the electrification of the Greenbush Line.

- 6.7.17 MBTA agrees to meet individually with property owners affected by blockage of left turns by proposed medians and deal in good faith with those property owners to address these impact to the extent reasonable possible prior to completing 60% design of the grade crossings.
- 6.7.18 Town agrees that the MBTA may, on the basis of what is generally known as a "friendly" taking and subject to MBTA Board approval in accordance with the requirements of Chapters 79 and 161A of the General Laws, acquire by eminent domain the Stockbridge Road bridge upon MBTA's acquisition of the former railroad right of way in accordance with sub-section 7.1.1 below. Town agrees to cooperate with any future transfer of ownership to MHD.
- 6.7.19 MBTA agrees to construct intersection improvements at the intersection of Route 3A with Henry Turner Bailey Road substantially in accordance with the attached plan (**Attachment 9**, attached hereto) and in accordance with generally applicable standards of, and subject to the approval of, MHD.

7. Land Acquisition Arrangements

7.1 Right of Way

- 7.1.1 In consideration of the undertakings of the MBTA as set forth in this Agreement, Town agrees that the MBTA may, on the basis of what is generally known as a "friendly" taking and subject to MBTA Board approval in accordance with the requirements of Chapters 79 and 161A of the General Laws, acquire by eminent domain the former railroad Right of Way owned by Town (consisting of approximately 52 acres substantially as indicated on the attached plans, see **Attachment 6**, attached hereto) for a settlement amount of \$1.00 (one dollar) and that the Town shall not contest such taking or the amount in settlement thereof and shall waive and forever release any and all claims to such land.
- 7.1.2 MBTA shall exclude from such taking those portions of the former railroad Right of Way not required by the MBTA for commuter rail purposes (consisting of approximately 5.1 acres) and currently occupied by the Central Fire Station on First Parish Road and the Egypt Department of Public Works Facility on Captain Pierce Road, and also the portion of the former railroad Right of Way south of the Driftway.
- 7.1.3 MBTA shall also exclude from such taking portions of the former railroad Right of Way (consisting of a total of approximately 2.3 acres) not required by the MBTA for commuter rail purposes which are occupied by the former North Scituate station platform and canopy, at Hollett Street, adjacent to the "Dolan" well field, at the former Egypt Station site on Captain Pierce Road, and opposite the Central Fire Station.
- 7.1.4 MBTA shall, at no cost to the Town, relocate, adjust, or otherwise protect the existing sewer lines located on the Right of Way, in accordance with generally applicable standards and specifications of the Town, and shall grant to the Town, at no cost to the Town, an easement or other similar permanent right to operate and maintain such sewers. MBTA and Town shall work cooperatively to develop mutually acceptable arrangements for the modification, operation, and maintenance of these sewers.

- 7.1.5 MBTA shall, at no cost to the Town, install new sewer interceptors within the MBTA owned railroad Right of Way between Country Way and Beaver Dam Road in accordance with the attached plans (see **Attachment 7**, attached hereto), and shall grant to the Town, at no cost, an easement or other similar permanent right to operate and maintain such new sewer interceptors. MBTA and Town shall work cooperatively to develop a mutually acceptable location within the Right of Way for such new sewer interceptors and to develop mutually acceptable arrangements for the operation and maintenance of these sewer interceptors.
- 7.1.6 MBTA agrees, subject to agreement with the Scituate Housing Authority and MBTA Board approval in accordance with the requirements of Chapters 79 and 161A of the General Laws, to convey a portion of the Right of Way adjacent to Lincoln Park (consisting of approximately 0.8 acres), not required for commuter rail purposes, to the Scituate Housing Authority in exchange for Scituate Housing Authority property required by the MBTA for commuter rail purposes.
- 7.1.7 The Town acknowledges that said damage award, under Section 7.1.1, above, is the value of good clear record and marketable title to such land, free from liens or other encumbrances except easements, restrictions, and other matters of record which do not impair or interfere with the use of the premises for commuter rail transportation purposes. In the event that the MBTA determines that there exist title holders other than the Town, the amount of the Land Acquisition Fund shall be adjusted in proportion to the value of the Town's respective interest.

7.2 Station Sites

- 7.2.1 Town agrees that the MBTA may, on a friendly basis and subject to MBTA Board approval in accordance with the requirements of Chapters 79 and 161A of the General Laws, acquire by eminent domain, at no cost, a permanent easement, covering approximately 0.8 acres of Town owned land at Bound Brook Park currently occupied by tennis courts for the construction and use of a parking lot for North Scituate Station. The entire parking lot constructed by the MBTA on this property, and on adjacent property at 1 Henry Turner Bailey Road which the MBTA plans to acquire, will be operated by the Town and will be available for Town use on weekends in accordance with sub-section 7.2.2 below. This parking lot is indicated as "Lot B" on the attached plan (see **Attachment 1**, attached hereto).
- 7.2.2 MBTA and Town agree to negotiate in good faith a parking lot operating agreement concerning the aforementioned "Lot B" at North Scituate Station based on the following principles:
- Weekday parking fee will be set by the MBTA;
 - Parking fees will be collected and enforced by the Town;
 - Fines will be set, enforced, collected, and retained by the Town;
 - Town will retain 100% of the gross revenue from spaces located on Town owned land; and
 - Town will be responsible for all parking lot maintenance including, but not limited to, snow and ice removal, pavement, storm drains, landscaping, pavement markings, and lighting.

- 7.2.3 Town agrees that the MBTA may, on a friendly basis and subject to MBTA Board approval in accordance with the requirements of Chapters 79 and 161A of the General Laws, acquire by eminent domain, at no cost, a permanent easement, covering approximately 1.0 acres of vacant Town owned land at the town transfer station and animal shelter properties on Driftway for the construction of a parking lot for Greenbush Station.
- 7.2.4 Town and MBTA agree, subject to conclusion of the agreement described in sub-section 7.2.2 above, to exchange at completion of construction, on a friendly basis and subject to MBTA Board approval in accordance with the requirements of Chapters 79 and 161A of the General Laws, and at no cost to either MBTA or Town, ownership of the property described in sub-section 7.2.3 above for the MBTA owned portion of "Lot B" at North Scituate Station (1 Henry Turner Bailey Road). The Parties acknowledge that the exchange of property contemplated hereunder may be subject to approval by the Scituate Town Meeting.
- 7.2.5 Town agrees that the MBTA may, on a friendly basis and subject to MBTA Board approval in accordance with the requirements of Chapters 79 and 161A of the General Laws, acquire by eminent domain, at no cost, portions of Town Ways at the Greenbush Station site which are not required for roadway purposes and which are required by the MBTA for commuter rail purposes including portions of Old Driftway and Ford Place at Greenbush Station and layover facility comprising approximately 0.1 acres.

7.3 Other Land Acquisition

- 7.3.1 Town agrees that MBTA may, on a friendly basis and subject to MBTA Board approval in accordance with the requirements of Chapters 79 and 161A of the General Laws, acquire by eminent domain, at no cost, temporary construction easements covering those portions of Town owned land required for the widening and realignment of roadways.
- 7.3.2 Town agrees that MBTA may, on a friendly basis and subject to MBTA Board approval in accordance with the requirements of Chapters 79 and 161A of the General Laws, acquire by eminent domain, at no cost, a temporary construction easement covering the Town owned Municipal Parking Area in North Scituate Village, for the purpose of reconstruction and expansion of said Municipal Parking Area.
- 7.3.3 Town agrees that MBTA may, on a friendly basis and subject to MBTA Board approval in accordance with the requirements of Chapters 79 and 161A of the General Laws, acquire by eminent domain, at no cost, temporary construction easements at the Town owned Bound Brook Park in North Scituate for the purpose of making landscaping improvements and constructing walkways thereon.
- 7.3.4 In the event that Town agrees to permit the MBTA to construct wetland replication areas on Town owned land, Town agrees that MBTA may, on a friendly basis and subject to MBTA Board approval in accordance with the requirements of Chapters 79 and 161A of the General Laws, acquire by eminent domain, at no cost, temporary construction easements covering the property required for the construction of said wetland replication areas.

- 7.3.5 MBTA agrees to convey to Town, at the completion of the Project and at no cost, property acquired by MBTA, together with any improvements thereon, for alteration of Town Ways. MBTA shall provide Town with recordable plans and with good clear record and marketable title for all such areas. The Parties acknowledge that the conveyance contemplated hereunder may be subject to approval by the Scituate Town Meeting.
- 7.3.6 MBTA agrees to convey to Town, at the completion of the Project and at no cost, utility easements across the railroad for any utility sleeves installed per sub-section 6.3.9 above, that are not located within an existing roadway layout or utility easement. The Parties acknowledge that the conveyance contemplated hereunder may be subject to approval by the Scituate Town Meeting.
- 7.3.7 Town agrees that MBTA may, on a friendly basis and subject to MBTA Board approval in accordance with the requirements of Chapters 79 and 161A of the General Laws, acquire by eminent domain, at no cost, surplus Town road layout land and railroad crossing rights at locations where the railroad intersects Town roads.
- 7.3.8 MBTA agrees to convey to Town, at the completion of the Project and at no cost, those portions of the former railroad right of way that are not required for commuter rail purposes and which are adjacent to the Town Green in North Scituate and adjacent to Ford Place and Drew Place in Greenbush. The Parties acknowledge that the conveyance contemplated hereunder may be subject to approval by the Scituate Town Meeting.

WITNESS OUR HANDS AND SEAL as of the date first above stated.

**TOWN OF SCITUATE
BOARD OF SELECTMEN**

signed
Shawn Harris, Chairman

signed
Richard Lane

signed
Joseph Norton

signed
Susan A. Phippen

signed
James Pollard

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY**

signed
James H. Scanlan, Acting Chairman

**EXECUTIVE OFFICE OF
TRANSPORTATION
AND CONSTRUCTION**

signed
James H. Scanlan, Acting Secretary

List of Attachments

1. Plan of North Scituate
2. Plan of Egypt
3. Plan of Greenbush
4. List of Noise Impacts and Mitigation in Scituate by Property Address
5. List of Vibration Impacts and Mitigation in Scituate by Property Address
6. Plans of Former Railroad Right of Way Owned by the Town
7. Plans of New Sewers between North Scituate and Beaver Dam Road
8. Plan of Landscaping at First Parish Road
9. Plan of Intersection Improvements at Route 3A and H.T.Bailey Road

Marginal=0 dB
 Low =1-2 dB
 Moderate=3-5 dB
 Severe=FTA level

Attachment 4 - Summary of Noise Impacts and Mitigation

(Notes: Historic properties indicated by "H", commitment greater than impact noted by "**")

No.	Address	Town	Station	Notes	Dwelling Units	Actual Impact dB	MBTA Commit. Impact, dB	Noise Wall Effect, dB	Sound Insul. Mitigation Amount	EIR Impact Category	Receiver Code
SCITUATE (** indicates levels with track shifts at stations)											
1	52 H.T.Bailey Rd.	Scituate	1227+25	**	1	3	3	---	\$15,000	Moderate	S0
2	776 Country Way	Scituate	1243+00	H	1	6	6	---	\$30,000	Severe	S1c
3	762-766 Country Way	Scituate	1243+60	H	5	1	1	---	\$25,000	Low	S1b
4	24-26 Wade St	Scituate	1250+60		2	3	3	---	\$30,000	Moderate	S1
5	11 Wade St	Scituate	1252+20		1	1	1	---	\$5,000	Low	S1a
6	7 Gridley Bryant	Scituate	1254+80		1	4	4	---	\$20,000	Moderate	S2
7	9 Gridley Bryant	Scituate	1256+00		1	1	1	---	\$5,000	Low	S3
8	13 Gridley Bryant	Scituate	1257+40		1	2	2	---	\$10,000	Low	S4
9	17 Gridley Bryant	Scituate	1258+80		1	2	2	---	\$10,000	Low	S5
10	21 Gridley Bryant	Scituate	1260+00		1	3	3	---	\$15,000	Moderate	S6
11	25 Gridley Bryant	Scituate	1261+40		1	5	5	---	\$25,000	Moderate	S7
12	32 Village Lane	Scituate	1260+60		1	0	0	---	\$0	Marginal	S7a
13	35 Village Lane	Scituate	1263+00		1	3	3	---	\$15,000	Moderate	S7b
14	28 Gridley Bryant	Scituate	1263+20		1	4	4	---	\$20,000	Moderate	S8
15	18 Chet Way	Scituate	1274+80		1	5	5	---	\$25,000	Moderate	S9
16	138A Hollett St.	Scituate	1282+70		1	1	1	---	\$5,000	Low	S10
17	138 Hollett Street	Scituate	1284+40		1	3	3	---	\$15,000	Moderate	S12
18	137 Hollett Street	Scituate	1285+80		1	6	6	---	\$30,000	Severe	S13
19	139 Hollett Street	Scituate	1286+00		1	0	0	---	\$0	Marginal	S14
20	27 Pleasant St.	Scituate	1305+20		1	1	1	---	\$5,000	Low	S15
21	80 Captain Pierce Rd.	Scituate	1311+00		1	5	5	---	\$25,000	Moderate	S16
22	183 Lawson Road	Scituate	1316+00	H	1	3	3	---	\$15,000	Moderate	S18
23	75 Dreamwold Rd	Scituate	1317+50		1	1	1	---	\$5,000	Low	S18a
24	171 Lawson Road	Scituate	1319+90		1	1	1	---	\$5,000	Low	S19
25	170 Lawson Road	Scituate	1326+30		1	5	5	---	\$25,000	Moderate	S20
26	144 Lawson Road	Scituate	1327+90		1	5	5	---	\$25,000	Moderate	S21
27	138 Lawson Road	Scituate	1329+10		1	5	5	---	\$25,000	Moderate	S22
28	132 Lawson Road	Scituate	1330+80		1	5	5	---	\$25,000	Moderate	S23
29	126 Lawson Road	Scituate	1332+10		1	4	4	---	\$20,000	Moderate	S24
30	122 Lawson Road	Scituate	1333+90		1	4	4	---	\$20,000	Moderate	S25
31	118 Lawson Road	Scituate	1334+80		1	0	0	---	\$0	Marginal	S26
32	56 Old Colony Way	Scituate	1359+00		1	1	1	---	\$5,000	Low	S27
33	50 Old Colony Way	Scituate	1360+50		1	2	2	---	\$10,000	Low	S28
34	44 Old Colony Way	Scituate	1362+00		1	2	2	---	\$10,000	Low	S29

Marginal=0 dB
 Low =1-2 dB
 Moderate=3-5 dB
 Severe=FTA level

Attachment 4 - Summary of Noise Impacts and Mitigation

(Notes: Historic properties indicated by "H", commitment greater than impact noted by "**")

No.	Address	Town	Station	Notes	Dwelling Units	Actual Impact dB	MBTA Commit. Impact, dB	Noise Wall Effect, dB	Sound Insul. Mitigation Amount	EIR Impact Category	Receiver Code
35	38 Old Colony Way	Scituate	1363+00		1	3	3	---	\$15,000	Moderate	S30
36	32 Old Colony Way	Scituate	1365+00		1	2	2	---	\$10,000	Low	S31
37	28 Old Colony Way	Scituate	1366+20		1	3	3	---	\$15,000	Moderate	S32
38	22 Old Colony Way	Scituate	1367+50		1	3	3	---	\$15,000	Moderate	S33
39	18 Old Colony Way	Scituate	1368+50		1	2	2	---	\$10,000	Low	S34
40	16 Old Colony Way	Scituate	1369+60		1	2	2	---	\$10,000	Low	S35
41	10 Old Colony Way	Scituate	1371+00	*	1	2	3	---	\$15,000	Low	S36
42	6 Old Colony Way	Scituate	1372+00		1	2	2	---	\$10,000	Low	S37
43	2 Old Colony Way	Scituate	1373+50		1	3	3	---	\$15,000	Moderate	S38
44	30 Thomas Ave	Scituate	1375+00	*	1	2	3	---	\$15,000	Low	S39
45	26 Thomas Ave	Scituate	1376+40		1	3	3	---	\$15,000	Moderate	S40
46	54 Kane Drive	Scituate	1390+60		1	1	1	---	\$5,000	Low	S42a
47	50 Kane Drive	Scituate	1392+00		1	1	1	---	\$5,000	Low	S43
48	44 Kane Drive	Scituate	1393+00		1	1	1	---	\$5,000	Low	S44
49	40 Kane Drive	Scituate	1394+00		1	2	2	---	\$10,000	Low	S45
50	32 Kane Drive	Scituate	1396+00		1	1	1	---	\$5,000	Low	S46
51	28 Kane Drive	Scituate	1397+00		1	2	2	---	\$10,000	Low	S47
52	46 Station Street	Scituate	1413+80		1	1	1	---	\$5,000	Low	S50c
53	Wheeler Park	Scituate	1424+00		26	7	7	-7	Noise Wall	Severe	S51a,b,c,d
54	214R Stockbridge Rd.	Scituate	1448+00		1	5	5	---	\$25,000	Moderate	S52
55	242 Stockbridge Rd	Scituate	1454+00		1	3	3	---	\$15,000	Moderate	S53
56	254 Stockbridge Rd	Scituate	1457+00		1	1	1	---	\$5,000	Low	S54
57	9R Ford Place	Scituate	1466+00		1	2	2	-2	Noise Wall	Low	S55
58	10-12 Drew Place	Scituate	1465+00		2	1	1	-2	Noise Wall	Low	S55a
59	7 Drew Place	Scituate	1465+00		1	1	1	-2	Noise Wall	Low	S55b
60	13 Ford Place	Scituate	1468+50	H	1	3	3	-3	Noise Wall	Moderate	S56
61	9 Ford Place	Scituate	1468+50	H	1	2	2	-2	Noise Wall	Low	S57
62	18 Ford Place	Scituate	1470+00		1	4	4	-4	Noise Wall	Moderate	S58
63	14 Ford Place	Scituate	1470+00	H	1	3	3	-3	Noise Wall	Moderate	S59
64	3 McDonald Terr.	Scituate	1471+00		1	3	3	-3	Noise Wall	Moderate	S60
65	10 Ford Place	Scituate	1471+00	H	1	2	2	-2	Noise Wall	Low	S61
66	19 Ford Place	Scituate	1467+80		1	5	5	-5	Noise Wall	Moderate	S62
67	23 Ford Place	Scituate	1468+30		1	6	6	-6	Noise Wall	Severe	S63
68	22 Ford Place	Scituate	1470+00		1	6	6	-6	Noise Wall	Severe	S64
69	7 Ford Place	Scituate	1470+25		1	5	5	-5	Noise Wall	Moderate	S65
Total						151			\$755,000		

Marginal=0 VdB
 Low=1-2 VdB
 Moderate=3-5 VdB
 High=6-14 VdB
 Pot. Damaging=15+VdB

Attachment 5 - Summary of Vibration Impacts and Mitigation

(Notes: Historic properties indicated by "H", "Partial" indicates mitigation limited by xing or turnout)

No.	Address	Town	Station	Notes	Dwelling Units	VdB Level	Ballast Mat Effectvnss,VdB	EIR Impact Category	Receiver Code	Mitigation Proposed?	Comment
SCITUATE											
1	776 Country Way	Scituate	1243+00	H	1	85	-2	Moderate	SV1f	Partial	Grade Crossing
2	25 Gridley Bryant	Scituate	1261+40		1	80	-1	Marginal	SV2	No	Not cost effective
3	137 Hollett Street	Scituate	1285+80		1	83	-2	Moderate	SV5	No	Not cost effective, xing
4	144 Lawson Road	Scituate	1327+90		1	80	-1	Marginal	SV8	No	Not cost effective
5	138 Lawson Road	Scituate	1329+10		1	81	-2	Low	SV9	No	Not cost effective
6	Wheeler Park	Scituate	1424+00		26	80	-2	Marginal	SV20-SV23	Yes	