

WATER BOARD MEETING AGENDA

Tuesday, March 11, 2025

5:00 – 6:30 pm

This meeting will be hybrid both in person at the Cambridge Water Department located at 250 Fresh Pond Parkway and available virtually on Zoom:

https://cambridgema.zoom.us/webinar/register/WN_vYfnISq5TgmX6gbV1pz8Jg

A. MINUTES OF FEBRUARY 11, 2025, MEETING

B. MANAGING DIRECTOR'S REPORT

- PFAS
- Drought Status Update
- Presentation: Potential Land Acquisition Opportunity in Lincoln MA, The Farrington Properties

C. OPERATIONS

- Transmission and Distribution
- Fresh Pond Reservation; Cambridge Watershed; Site Plan Review
- Water Operations
 - WTP Operational Status
 - Water Quality
- Engineering & Program Development
 - GIS
- Business
 - FY25 Cross Connection Program Results through February 2025
 - FY25 Consumption through February 2025
 - Water Fund Balance as of 6-30-2024

D. ACTION ITEMS

- Vote – Authorizing Land Acquisition opportunity in Lincoln MA, The Farrington Properties
- Vote – Revocable License Agreement with ARE 500 Arsenal St LLC

E. MISCELLANEOUS CORRESPONDENCE and ITEMS OF INTEREST

- Letter to Lincoln Conservation Commission, Re: Notice of Intent Submitted by the Town of Lincoln for the Lincoln Community Center at 6 Ballfield Road, Lincoln, dated February 10, 2025, from Jamie O'Connell

F. NEW BUSINESS

- None

G. NEXT MEETING DATES/AGENDA

- April 15, 2025: TBA/TBD

CAMBRIDGE WATER BOARD

MEETING MINUTES

February 11, 2025

This meeting is available virtually on Zoom and in person. This meeting is being recorded.
This meeting was called to order at 5:04 p.m. Those in attendance via Zoom were:

Cambridge Water Board (CWB): Ann Roosevelt, Benjamis Lendorff, James Burruss, Tahir Kapoor and Kathleen Kelly.

Cambridge Water Department (CWD): Mark Gallagher, Dave Kaplan, Julie Greenwood-Torelli, Katie Orciuch, Fred Centanni, Jamie O'Connell, Rich Lagerholm, Emily Maynard and Linda Vierboom.

Cambridge Day: Sue Reinert

Questions/Comments: Ms. Roosevelt asked if we have any grants that are only partially paid (outstanding). Mr. Gallagher said we are in the process of a state grant for Winter Street dam repairs which we haven't yet submitted for reimbursement. We are quickly getting to the full reimbursable amount, and we will be submitting in the next month. It is Mr. Kaplan's understanding that it is already appropriated and with the State and not subject to any kind of freeze.

A. MINUTES OF JANUARY 11, 2025, MEETING

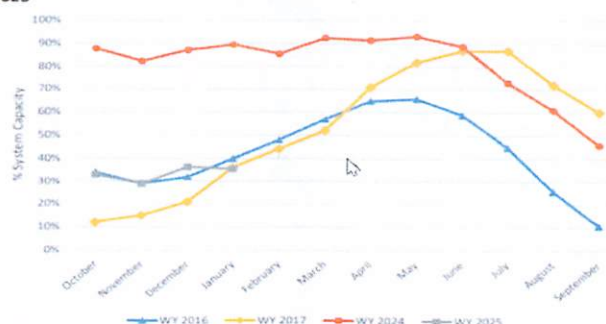
Mr. Burruss moved, and Ms. Lendorff seconded the motion to approve January 11, 2025, minutes as written. The vote was unanimous in favor of the motion.

B. MANAGING DIRECTOR'S REPORT

PFAS Update: 4th quarter sampling is currently at 6ppt. The next carbon change out is scheduled for next week; we anticipate that our April sampling will be back at non-detect. All change outs are to be completed before our second quarter 2025 samples.

Drought: Last Friday the State Department of Energy and Environmental affairs increased the drought for the Northeast Region to Level 3 Critical Drought. Precipitation levels are still below normal. Our current reservoir level is right on the line exactly where we were in February 2017 as we were coming out of the 2016 drought. During that year our reservoirs got back to full capacity by June, and we were able to meet the warm weather increased water demands. It is possible for us to recover before summertime.

Figure 4: CWD % System Capacity, Water Years 2016 and 2017 (drought), 2024, and 2025



NOAA (National Oceanic and Atmospheric Administration): Re: Eastern Massachusetts outlook for the next three months. We are at equal chance of above normal, below normal or normal precipitation levels for the next 3 months. If we stay at normal or leaning above normal, our reservoir should be able to recover to the capacity that we can meet the summer demands. Our reservoir level is continuing to rise, and we are seeing recharge. Let's hope the models are accurate.

We put out a citywide press release this afternoon to let the public know we are back in a critical drought situation, and we are putting it out on all the public media formats; providing water conservation recommendations/guidelines. We will continue to monitor the situation and let the water board and public know of any changes. We've provided guidelines/recommendations links from our website, and the state and federal websites so that people have resources.

Treatment Plant/Water Operations Overview Update: Presented by Julie Torelli-Greenwood
What are PFAS? PFAS is a group of persistent synthetic compounds used to make fluoropolymer coatings and water repellent compounds. PFAS is known as a forever chemical.

What were/are PFAS used for?

- Cleaning products
- Water-resistant fabrics
- Grease-resistant paper
- Nonstick cookware
- Personal care products
- Stain-resistant coatings
- Fire-fighting foams



PFAS ANALYSIS

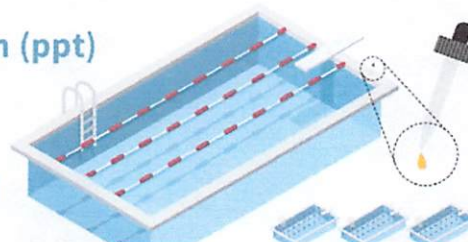
1 Part per trillion (ppt) = 1 nanogram per liter (ng/L)

1 nanogram per liter (ng/L) = 1/1000th of a part per billion (ppb)

1 part per trillion (ppt)

IS EQUIVALENT TO A
SINGLE DROP OF
WATER IN

**20 olympic-sized
swimming pools**



Key Topics: PFAS, Drought Treatment Plant/Water Operations Overview Update

In Massachusetts there are maximum PFAS contamination levels (MCL) in place. The MCL is 20ppt for the quarter. This is still in play even though the EPA has a final regulation. We've had a plan in place, and we've implemented it. Cambridge is proactive and has been in full compliance and has not had an MCL exceedance. The EPA announced their strategic roadmap in October of 2021 which had proposed a rule for fall 2022. This did not happen. In April 2024 the EPA issued the final rule which established drinking water standards for PFAS and set deadlines to public water suppliers to comply with. The final MCL that's enforceable is 4ppt for both PFAS and PFOA. The good news is that we have been actively looking at our numbers and we are testing well within the final rule. We've set ourselves up for success.

Our carbon filters now have timers on them that shows the hours online and we get a little over one year out of the carbon before we see it break through. Those timers restart when the filters are changed and go back online again. We take individual samples from each filter. Every time we do change outs we learn something new.

2/12/2025: Filters 3 and 5 GAC (Granular Activated Carbon) changeout completed

2/24/2025: Filters 1 and 6 scheduled for change out

3/2025 Filters 2 and 4 (Date to be determined)

Questions/Comments: A Tnemec coating on of the filters is starting to degrade. What is the schedule for the Tnemec coating?

We have to develop a scope of work and a schedule and will have to take the filter out of service for several weeks to a month. We will start probably next year while we are doing a carbon change out.

Questions/Comments: What is the schedule for GAC change out? How many months are we operating on?

We operate on about 12 months. We can go longer (12-14 months), if we staggered how we did our change outs. But the way we are trying to budget it made sense to do it this way and we are trying to get it done before the warm weather. We need more water to do this because we need to do more backwashes. It's the best bet to get it done in February and March.

Questions/Comments: How is flow managed? Is it evenly split?

The plant has two trains (three filters on one side of the plant and three filters on the other side). Established through SCADA, we can divert flow how we want to. Flow can be evenly controlled to flow out to all 6 filters individually. We always have unexpected pump failures and it's not always something that we can build into the schedule.

Questions/Comments: Is monthly PFAS analysis sufficient to accurately determine status of the filters or would continuous monitoring be more efficient?

It would be ideal to have continuous monitoring. Right now, monthly monitoring is as frequent as we can do it based on manpower and funds. If there is technology out there that we could test or pilot, we would be interested at looking into if Mass DEP would approve it.

Questions/Comments: Has someone done modeling on water production versus PFAS measurements across these six filters to have a predictive model on total throughput in the plant? CDM house doctor engineer (Carol Rego) has been working with us on this and wants more data. We have been trying to build a model. We are using LCMS to test for this.

C. OPERATIONS

Transmission and Distribution:

Questions/Comments: Ms. Roosevelt asked Mr. Gallagher to discuss DPW Mass Avenue 4 Phase 1 infrastructure upgrades.

Re: Infrastructure to bike lines: This is part of the council order to create bike lanes for the full length of Mass Ave. In order to do this, there has to be other infrastructure changes. This will include removal of the island from the Cambridge common to the Arlington line, starting some of the utility work, including water work upgrades in critical locations. Floating bus stops will be created about 10 feet out from the curb; which will include a shelter and place for people to stand. Because they are located 10 feet out, these often land over utilities, so those utilities will have to be moved. There will be sidewalk and street upgrades. All intersections will have good valving and good piping enabling them to be isolated if need be. All old 6" cast iron will be upgraded with 8" cement lined ductile iron; removing any lead services along Mass Ave.

Watershed:

Questions/Comments: Re: Landscape Maintenance Pre-Bid Meeting.

Our standard mow and blow contract has been held by Shumacher for the last 9 years and goes out to bid every 3 years. It's still open. Bids are due and closing next week.

This contract is not for our specialized contract for invasive species control.

Questions/Comments: Re: 6 Ballfield Rd Lincoln, Community Center Proposal Build.

Mitigation plantings are required to meet a statutory requirement under the Rivers Protection Act. We submitted comments that will show up at the next water board meeting. The area is already a degraded area, and we've asked if they can reduce the footprint a bit or add some trees since Stoney Brook is a cold-water fishery and it is temperature impaired downstream of the site. We feel it's an important area to maintain thermal protection.

Questions/Comments: Mr. Tapoor asked if Ms. O'Connor could clarify what "Temperature Impaired" means.

It means that the stream has been listed under the integrated list of waters under the Clean Water Act as being impaired for temperature. Mass DEP makes that designation. This particular part of Stoney Brook is listed as impaired for temperature. There is a standard range set for cold water fish resources and the sampling exceeds the range.

Questions/Comments: Is the root cause (temperature impaired) usually from a reduction of trees around the area, or because water runoff is going through hot surfaces?

Ms. O'Connell said it is often seen in urban areas - Heated run off, fewer trees, impoundments (small dams), or industrial source discharging warm water (but that is not the case in our watershed.).

Questions/Comments: Re: Status of HAC Decision (To overturn the Weston Zoning Board of Appeals denial of a comprehensive permit)

Mr. Kaplan said there is no significant movement in the litigation. No updates at this time.

Questions/Comments: Re: 133 Boston Post Road, Weston regarding plastic netting for erosion control. Is netting allowed?

It's an erosion control method that was used during the original redevelopment. Overtime it's been eroded and has been washing downstream. CWD is asking for removal. They haven't gotten back to us yet

Water Operations:

Questions/Comments: The Demand Study should be completed and in by the next water board meeting. If not, then at the April meeting. It will be presented in a PowerPoint presentation.

Engineering:

Questions/Comments: Are the Chestnut Street and Huron Avenue watermain projects finished? These projects haven't been closed out because Eversource sometimes goes before/ or after our work. Technically the water portion is closed, and we keep it open until all utility work is closed.

Business:

None

D. ACTION ITEMS

None

E. MISCELLANEOUS CORRESPONDENCE AND ITEMS OF INTEREST

None

F. NEW BUSINESS

None

G. NEXT MEETING DATES/AGENDA – Meetings via Zoom

- March 11, 2025: Approved/TBD

Ms. Kelly moved, and Mr. Burruss seconded the motion to adjourn the meeting at 6:20 pm. All were in favor of the motion.

B. MANAGING DIRECTOR'S REPORT

- PFAS
- Drought Status Update
- Presentation: Potential Land Acquisition Opportunity in Lincoln MA, The Farrington Properties

C. OPERATIONS - Transmission and Distribution, February 2025

- Continue working with and supporting DPW regarding sewer separation, Chapter 90 Street and Sidewalk Reconstruction and Common Manhole Removal Contracts.
- Scheduling lead water service replacements within DPW Chapter 90 Contract 25.
- Working with DPW and contractors on several water main projects that include:
- **River Street Sewer Separation Project-** Working with DPW Project Contractor on the replacement of 8000' of old 6-12" Cast Iron Pipe with new 8-12" Ductile Iron to include all services valves and hydrants.
- **DPW Chap 90 Contract 25** - Working with DPW Project Engineers and Contractor on water distribution infrastructure upgrades:
 - **Dana St** – Replace 2200 ft 10" unlined Cast Iron with 8" cement lined Ductile Iron to include all valves hydrants service connections and removal of all lead service lines.
 - **Sciarappa St** - Replace 1780 ft 6" unlined Cast Iron with 8" cement lined Ductile Iron to include all valves, hydrants, service connections and removal of all lead service lines.
 - **Maple Ave** – Continuous work with Newport Construction in renewing lead lined water services. 6 total services renewed in December under Chapter 90 contract. Once completed a total of 7 lead services will be renewed and all residents on Maple Ave will have non-lead services supplying their residents
 - **Montgomery St** – Provide support to Newport Construction in removal and relocation of 4 fire hydrants. Support and inspect 6 lead line service renewals. At completion all residents on Montgomery St will be lead free from services.
- **DPW Sewer Separation Port Project** - Working with DPW Project Engineers and Contractor on water distribution infrastructure upgrades replacing 12509' of water main in the Port area to include all valves, hydrants, service connections and removal of all lead service lines.
- **DPW Mass Ave 4 Phase 1** - Working with DPW Project Engineers and Contractor on water distribution infrastructure upgrades within the Mass Ave bike lane project from the Cambridge Common to Alewife Brook Parkway. to include water main sections, valves, hydrants, service connections and removal of all lead service lines.
- Distribution staff continues fielding lead line calls from residents that received notices. (~10/day) Calls include notifying residents of the options to renew lead service lines.

February 2025

7	Leaks Repaired
0	Services Reconnected
4	Lead Services Renewed
3	Hydrants Repaired/Replaced
1	Valves Replaced/Repaired
5	Miscellaneous Jobs Completed (Snow and ice removal for reservation)
29	Work Orders Completed
213	Valves Exercised
188	Inspections Performed
336	Dig safe Utility Mark Outs

C. OPERATIONS – Watershed, February 2025

- I. *Fresh Pond Reservation:*
 1. *Reservation:* Will rebid Landscape Maintenance Contract
 2. *Fresh Pond Day:* Mark your calendars for Saturday, June 14th!
- II. *Cambridge Watershed:*
 1. *Phase 1 Dam Inspections:* Inspections completed. Draft reports received for CWD review.
 2. *Winter Street Gatehouse Repairs:* Contractors finishing repointing above water north wall and making repairs to exterior stop log guides. Will move to exterior underwater repointing in March.
 3. *Stony Brook Gatehouse Masonry Repairs:* Substantially complete. Final inspection scheduled for early March.
 4. *Stony Brook Gatehouse Low Sluice Gate Repairs:* Repairs to be scheduled after interior pointing completed.
- III. *Reporting and Website:*
 1. *Site Monitoring Program Tool:* Ongoing.
- IV. *Projects Overview:*
 1. 6 Ballfield Road, Lincoln – The Town of Lincoln proposes to build a new community center within the Riverfront Area Stony Brook. The project will be a mix of new development and redevelopment. The project will add a new stormwater management system. Mitigation plantings are proposed to compensate for an increase in impervious cover that will result from the project. Modifications to the stormwater management and septic systems and additional mitigation plantings are expected to be proposed in March.
 2. Construction projects in Waltham at 305 Second Ave and 40 Sylvan Road are ongoing.
 3. 1265 Main Street Phase II redevelopment received a permit from the Waltham Conservation Commission. The permit requires the developer to work with CWD to perform a hydrologic study of a downstream malfunctioning stormwater treatment basin (WA-17) and implement recommendations for water quality improvement. CWD is working with the developer to identify opportunities for construction. No updates.
 4. Plans for redeveloping 1342, 1345, 1362, and 1486 Main Street, Waltham are in development.
 5. Bridge replacement and roadway construction at Rt 2A over I-95 in Lexington is ongoing.
 6. MassDOT D4 Highway Depot redevelopment in Lexington is under construction.
 7. Multiple subdivision or multi-unit housing projects in Lexington and Weston are in the pipeline (Weston: 0 Wellesley St, and 269 North Ave; Lexington: 15-17 Fairland St). Construction is currently ongoing for a small subdivision at 576 North Ave in Weston. Construction of an apartment complex at 751-761 Boston Post Road has started.
 8. 104 Boston Post Road (Weston) Housing Appeals Committee (HAC) hearings concluded in April 2021. The HAC issued a decision June 22, 2023 to overturn the Weston Zoning Board of Appeals denial of a comprehensive permit. CWD is supporting the Law Department as the case moves through litigation. No updates.

9. 149-151 Spring Street, Lexington parking lot expansion proposal is in permitting. The applicant will be required to submit a full Notice of Intent application after receiving a positive determination of applicability for Lexington's local wetlands bylaw.
 10. Route 20/Wellesley Street Intersection, Weston – the roadway intersection will be reconfigured to improve safety. New leaching catch basins and deep sump catch basins will be added to improve water quality. Construction is expected to begin in 2027, but MassDOT may be able to move the project up to FY2025 or FY2026. No updates.
 11. Enbridge (Algonquin Gas Transmission, LLC) Route 2 Metering and Regulation Station replacement project is mechanically completed. Site restoration per agreement will begin in spring, 2025. No updates.
- V. *Comment Letters/Hearings:* CWD submitted formal verbal and/or written comments regarding:
1. *6 Ballfield Road, Lincoln* – Submitted comment letter to Lincoln Conservation Commission regarding a proposed community center.
 2. *46 Round Hill Road, Lincoln* – Submitted emailed comments to the Lincoln Conservation Commission about a proposed fence bordering CWD land.
 3. *150 Lincoln Street, Lincoln* – Submitted emailed comments regarding a proposed replacement of a single-family home with a four-unit townhouse. The project would remove cesspools and a septic tank from the Zone A and 100-foot wetland buffer zone and overall reduce impervious cover in the buffer zone.
- VI. *Communications:*
1. *40-60 Sylvan Road, Waltham* – preliminary review of proposed “cabin” conference rooms
 2. *1362 Main Street, Waltham* – Reviewed plans for redeveloping a commercial site into an apartment complex. Most parking would be in a garage and open space will increase.
 3. *145 Conant Road, Weston* – CWD staff attended virtual hearing about proposed septic system replacement near a tributary to the Cambridge water supply.
- VII. *Site Visits:*
1. *Regular watershed patrols by caretakers ongoing*
 2. *751 – 761 Boston Post Road, Weston* – Attended pre-construction site visit and inspected erosion controls.
- VIII. *Hazmat:*
1. *Costco Second Ave, Waltham* - Waltham notified CWD at 9:43 AM on 2/26/2025 of a diesel release at the Costco loading dock. MassDEP was notified. The watershed caretakers responded and confirmed approximately 10 to 15 gallons of diesel from a saddle tank entered a catch basin. City of Waltham and Reservoir Caretakers assessed downstream impacts. No significant impacts observed. Boston Green was called to the scene for clean up at 10:54 AM. The caretakers deployed a boom downstream of the site as a precaution, but there were no indications of material entering the tributary or wetland system.



CITY OF CAMBRIDGE
MASSACHUSETTS
Water Department
250 Fresh Pond Parkway
Cambridge, MA 02138
617 349 4770
Fax 617 349 6616



March 3, 2025

FEBRUARY 2025 WATER SUPPLY SUMMARY REPORT

Highlights

- The February percent water supply system capacity of 41% (based on 2.9BG usable capacity) is:
 - 5 percentage points higher than January 2024 (36%);
 - 44 percentage points lower than February 2024 (85%); and
 - 7 percentage points lower than February 2017 (48%, drought)
- The water supply system recharged at an average rate of 0.207 percentage points/day (%/day). If the February rate of recharge is maintained, the percent water supply capacity will only reach 61% by June 1, 2025.
 - To achieve 90% capacity by June 1st, the average daily recharge rate needs to be at least 0.97 %/day.
- Precipitation at the Lincoln Field Office in February 2025 totaled 3.34 inches, 0.65 inches above the National Climate Data Center (NCDC)'s monthly normal at Bedford Hanscom Field (2.69 inches).
- The drought status set by the MA EEA Secretary is currently a Level 3 – Critical Drought.

Storage

Figure 1: Hobbs Brook Reservoir Storage, February 2025

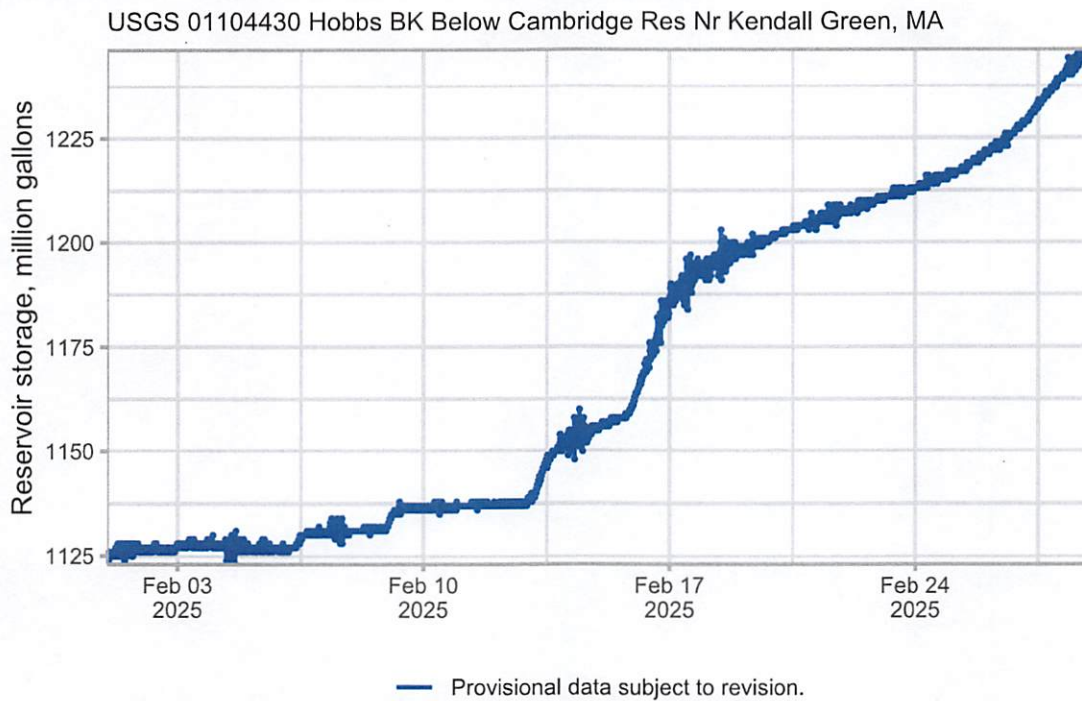


Figure 2: Stony Brook Reservoir Storage, February 2025

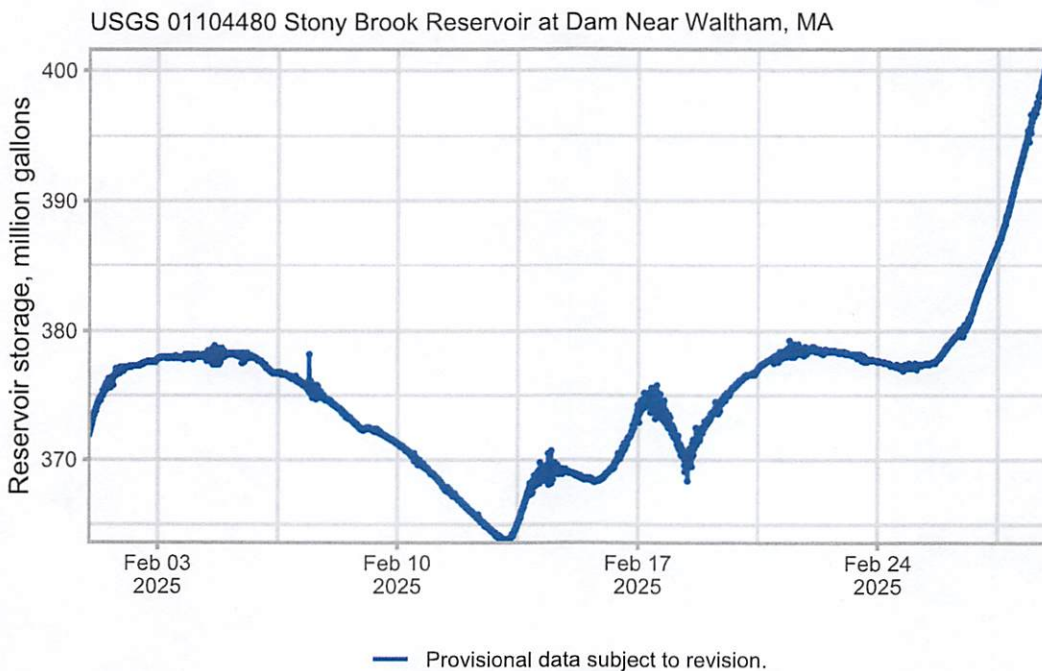


Figure 3: Fresh Pond Reservoir Storage, February 2025

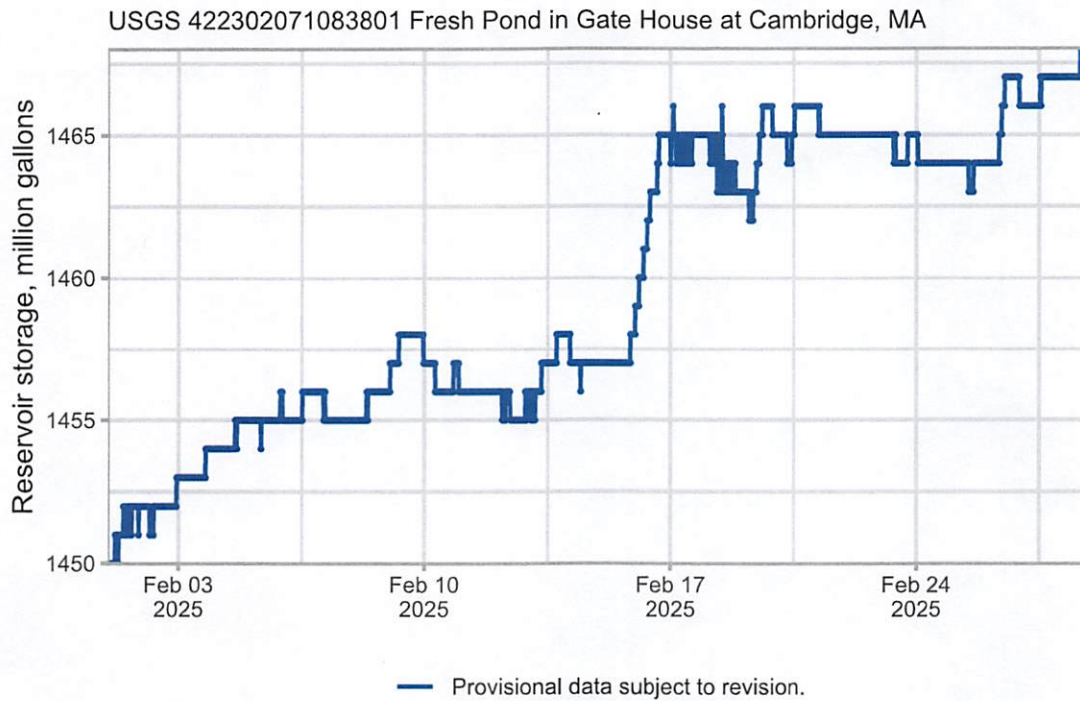


Figure 4: CWD % System Capacity, Water Years 2016 and 2017 (drought), 2024, and 2025

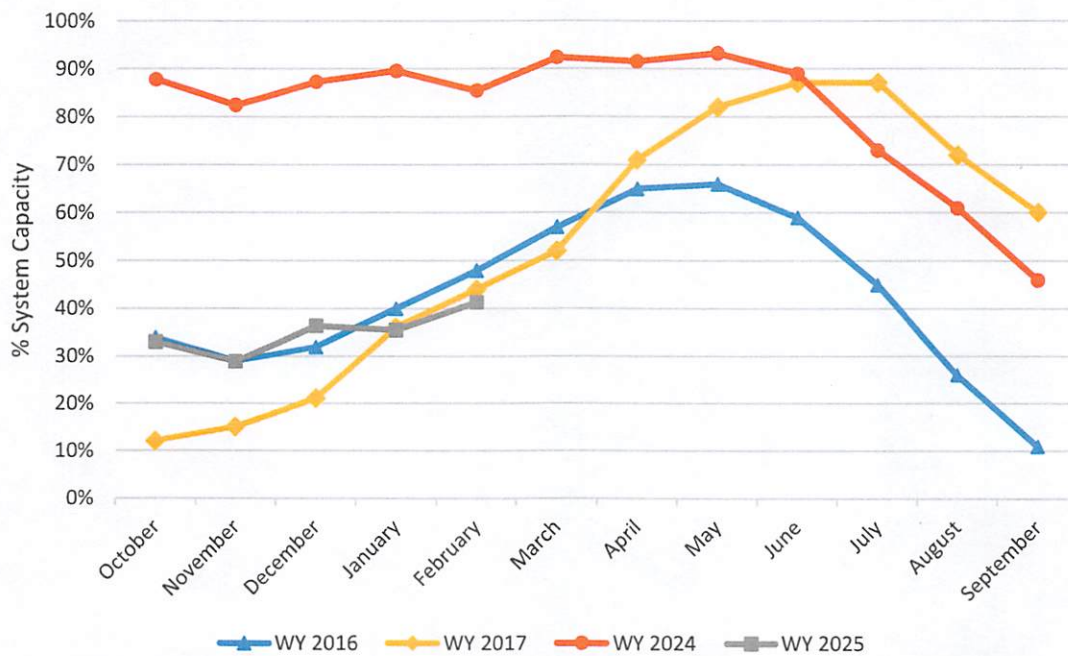
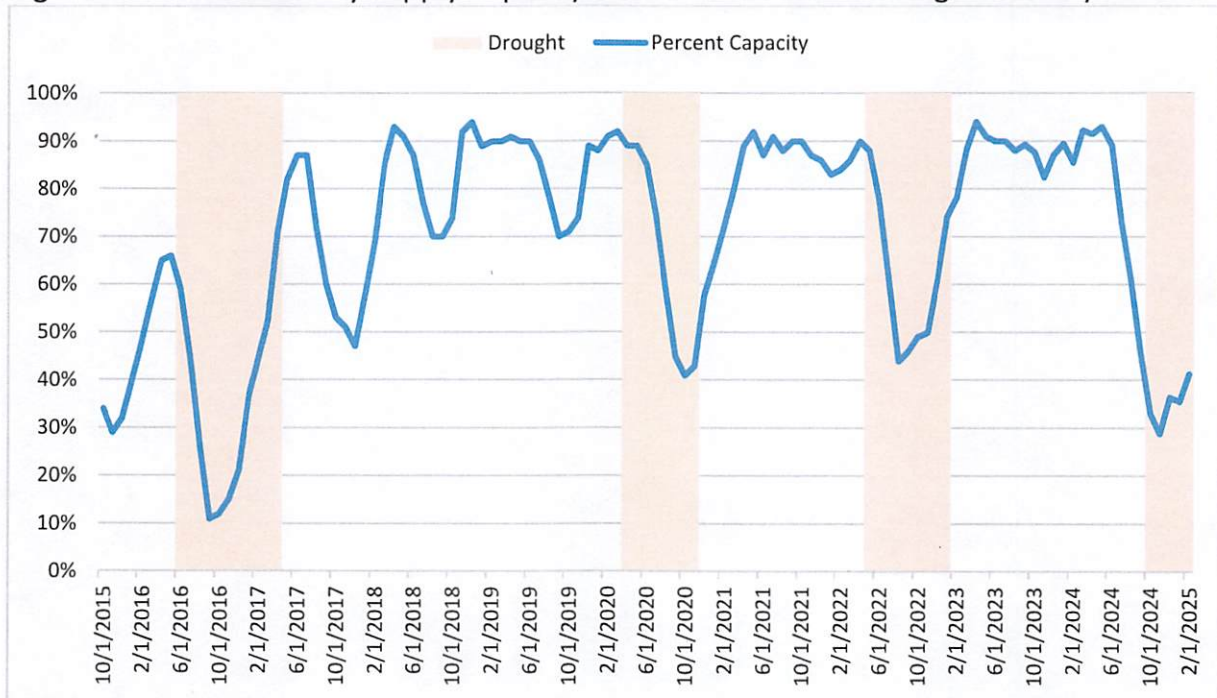


Table 1. Monthly Recharge Rates (% Water Supply Capacity/Day), Water Year 2025

Date	% water supply capacity	Monthly Recharge Rate (%/day)*	Days until June 1, 2025	Projected % Water Supply Capacity on June 1, 2025	Recharge Rate (%/day) Needed for 90% Capacity by June 1, 2025
10/31/2024	33.0	--	--	--	--
11/30/2024	28.9	-0.137	183	4	0.492
12/31/2024	36.4	0.242	152	73	0.592
1/31/2025	35.5	-0.029	121	32	0.744
2/28/2025	41.3	0.207	93	61	0.986

* % water supply capacity gain or loss/day, calculated based on the difference in % water supply capacity at the start and end of each monthly interval

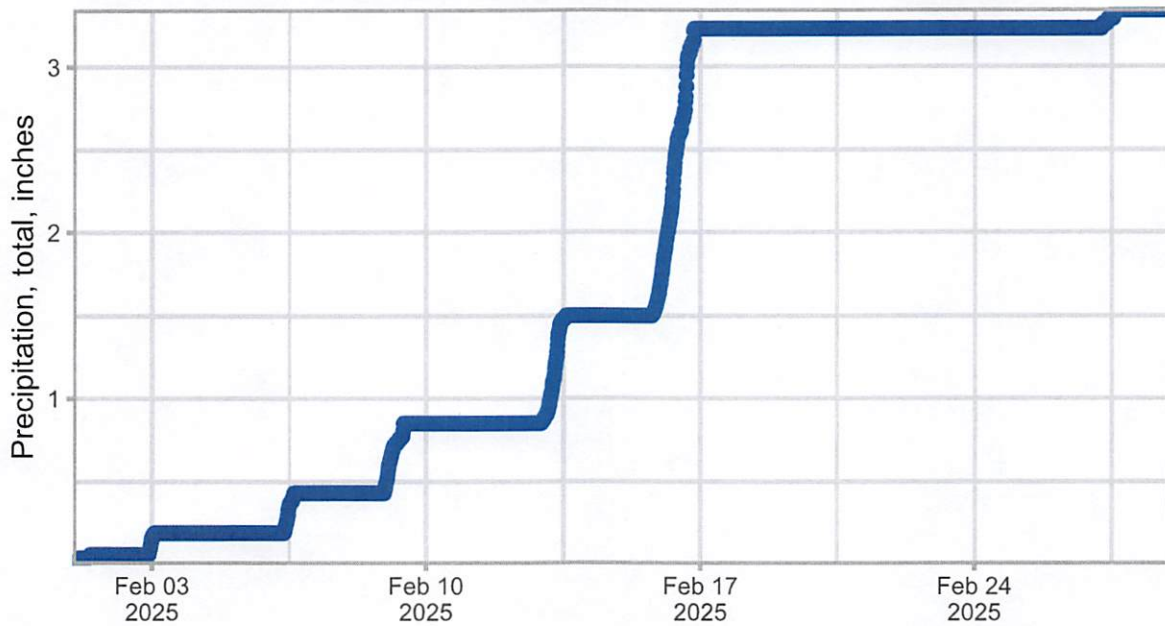
Figure 5. Percent Monthly Supply Capacity from October 2015 through February 2025



Precipitation

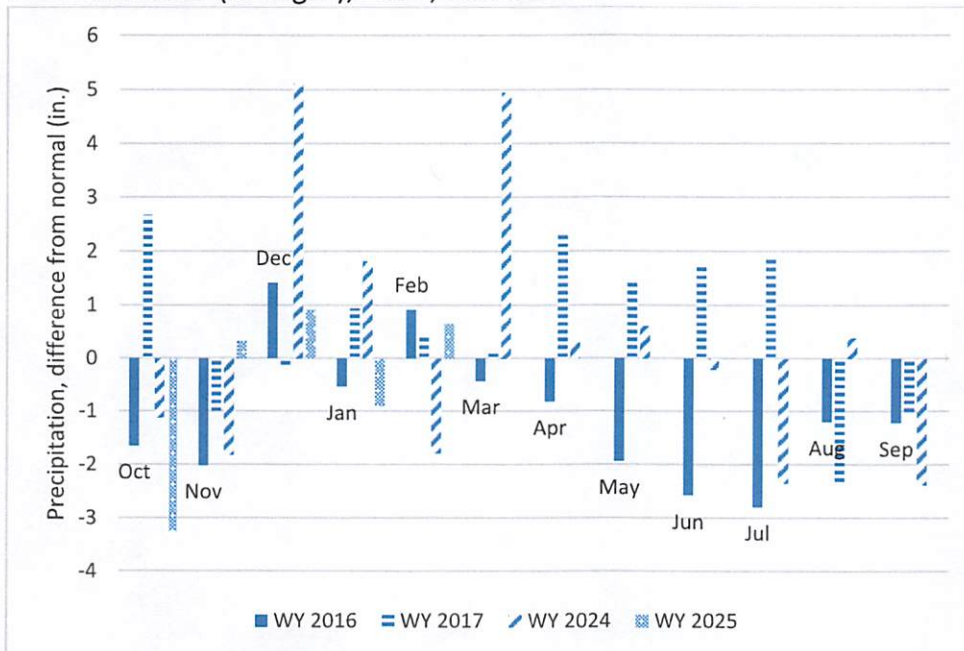
Figure 6: Precipitation measured at Lincoln Field Office, February 2025

USGS 422518071162501 Cambridge Res., Met. Station, Near Lexington, MA



● Provisional data subject to revision.

Figure 7: Monthly Precipitation (Lincoln Field Office) Relative to Normal, Water Years 2016 and 2017 (drought), 2024, and 2025



Jamie O'Connell
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617-349-4781

Real-time data available on the web at
[Cambridge Water Supply Monitoring Locations - USGS Water Data for the Nation](#)

C. OPERATIONS – Water Operations, February 2025

Plant Operations:

Production: 337.50 Million Gallons

Monthly Average: 12.05 Million Gallons Per Day

Daily Max: 13.41 Million Gallons Per Day on 2/21

Daily Min: 9.7 Million Gallons Per Day on 2/19

Water Quality/Laboratory

- There were **0** total coliform positives for February
February: 108 samples collected for compliance
- PFAS -Next compliance sample to be collected in Quarter 2 (April 2025)
- New Water Quality Supervisor, Anna Van Dreser started February 19th, 2025

C. OPERATIONS – Engineering and Program Development, February 2025

- **MEETINGS ATTENDED:**

River Street (WM) Water Main Project

- **CONSTRUCTION/WATER USE PERMITS ISSUED:**

- 24 construction permits were issued for February 2025.

- **PROJECTS/OTHER ACTIVITIES INCLUDE:**

- **Provided feedback to utility design engineers Re:** 19 – 27 Holden Green, 7 – 12 Holden Green, 1 – 6 Holden Green, 108 Magazine St., 150 Cambridgepark Dr., 8 Thingvalla Ave., 52 Regent St., 922 Massachusetts Ave., 190 Harvey St., 14 White St. Pl., 14 – 16 Andrew St., 22 White St., 21 -23 Hunting St., 2 Garden St., 80 Gerry's Landing, 115 Magazine St., 24 Farwell Pl., 460 Massachusetts Ave., 1807 Massachusetts Ave., 1904 –1910 Massachusetts Ave., 30 JFK St., 89 Third St., 105 Oxford St., 225 Monsignor O'Brien Hwy., 3 Oxford St., 75 Broadway, 121 Broadway, 102 Plympton St., 326 Rindge Ave., 44 White St., 10 Rodgers St., 2400 Massachusetts Ave., 17 Smith Pl., 105 Massachusetts Ave., 3 Gerry's Landing, 16 Andrew St., 555 Technology Sq., 27 Jay St., 311 Broadway, 46 Blackstone St., 15 Eliot St., 150 Albany St., 16 Divinity Ave., 54 Ellery St., 80 Griswold St., 47 Eighth St., 311 – 313 Broadway, 871 Cambridge St., 316 Pearl St., 50 – 50.5 Prince St., 269 Harvard St., & 24 Bigelow St.
- **Private Development Projects, Provided feedback to DPW Re:** Harvard Sq. Kiosk Project/Broadway WM Project, River St Streetscape Project.
- **City Projects:** Eversource Gas reps for new city-wide utility replacement & River Street WM Project, Blackstone Street WM Project.

- **UPDATING DISTRIBUTION MAPS USING GIS TOOLS – STATUS:**

- Continue upgrading of the Fire Hydrant database and system valve IDs as part of valve exercising program and GIS edits from the GIS Map logbook.
- Continue updating the spreadsheet for tracking the remaining lead services in the system/Master service card spreadsheet.
- Continue to update “Service Cards” spreadsheet which compiles and links service card locations with sketches that show the proximity of all the tie-ins required to locate water service boxes and pipes going into each dwelling.
- Continue working on a “List of all Lead Services Report” as part of Monthly Lead Report. We have also created a spreadsheet that will assist with providing a summary report on how many lead services will be eliminated every month.
- Continue and completed working on city wide edits for maps; adding water service information; quality control; printing new GIS maps; gathering information for new water mains (WM) and other water infrastructure related upgrades and creation of WM Log spreadsheet.
- Continue updating WM/service leak layer based on the information gathered from 2013 to this year Distribution Division work order list.
- Continue using “ViewPoint Cloud” software program for “Demolition permits”.
- Hired second new Engineering Intern for the period beginning January till the end of June 2025.

C. OPERATIONS – Business

Month	Billed Water Consumption	Month	Billed Water Consumption	
July	707,653	January	521,856	
August	362,781	February	275,032	
September	314,330	March	0	
October	764,179	April	0	
November	366,975	May	0	
December	259,807	June	0	
		FY25 TOTAL	3,572,613	
		FY24 TOTAL	3,691,210	-3.21%

Cross Connection Program Results

	February
Total Tests	Fails
505	27

Water Fund Balance: \$6.2 M (6-30-2024)

D. ACTION ITEMS

- **Board Vote** – Authorizing potential purchase of ~52 acres of Watershed Protection land in Lincoln Ma in conjunction with the Lincoln Rural Land Foundation
- **Board Vote** – Revocable License Agreement with ARE 500 Arsenal St LLC

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (this “Agreement” or “License”) is made as of this ____ day of _____, 2024, by and among the CITY OF CAMBRIDGE, a municipal corporation organized under the laws of the Commonwealth of Massachusetts (the “City”), ARE-500 ARSENAL STREET, LLC, a Delaware limited liability company (the “500 Arsenal Owner”), and ARE-MA REGION NO. 90, LLC, a Delaware limited liability company (the “550 Arsenal Owner”; collectively with the 500 Arsenal Owner, the “Grantee”).

RECITALS

WHEREAS, the City is the owner of certain property in Watertown, Massachusetts, as more particularly described in Exhibit A-1 attached hereto (the “City Property”); [NTD: Exhibit A-1 is to describe only that portion of the aqueduct property abutting ARE’s property.] The portion of the property to be licensed is marked upon Exhibit A-1 and is hereafter referred to as the “Licensed Property.”

WHEREAS, (i) a large aqueduct water pipe (the “Aqueduct”) runs below ground along the length of the City Property and (ii) a paved bicycle path, with surrounding landscaping, hardscaping, and lighting, for the use of the general public, runs above ground along the length of the City Property (such above-ground improvements and area, as the same may be modified pursuant to Section 2 below, collectively, the “Pathway”);

WHEREAS, pursuant to that certain License Agreement dated as of ____ [sic], 2009, by and among the City, the Massachusetts Department of Conservation and Recreation (“DCR”), and the Massachusetts Highway Department, DCR operates and maintains the Pathway;

WHEREAS, the 500 Arsenal Owner is the fee owner of certain property abutting the City Property to the west, commonly known as 500 Arsenal Street, Watertown, Massachusetts, as more particularly described in Exhibit A-2 attached hereto (the “500 Arsenal Property”);

WHEREAS, the 550 Arsenal Owner is the fee owner of certain property abutting the City Property to the east, commonly known as 550 Arsenal Street, Watertown, Massachusetts, as more particularly described in Exhibit A-3 attached hereto (the “550 Arsenal Property”);

WHEREAS, in connection with the redevelopment of multiple parcels along Arsenal Street (including the 500 Arsenal Property and the 550 Arsenal Property), Watertown, Massachusetts, Grantee desires to obtain a license from the City and the City desires to grant a license to Grantee, with such license as more particularly described herein; and

WHEREAS, Grantee agrees that it will use such license in accordance with the provisions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the City, the 500 Arsenal Owner, and the 550 Arsenal Owner hereby agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated into this Agreement as if fully set forth herein.

2. Grant and Exercise of License to the Pathway. The City hereby grants to each of the 500 Arsenal Owner and the 550 Arsenal Owner, appurtenant to the 500 Arsenal Property and the 550 Arsenal Property, a non-exclusive license over, in, and through the entirety of the Licensed Property (i) to reconstruct, install, maintain, alter, repair, enlarge, reduce, and/or replace the entirety of the Pathway (including, without limitation, to widen and re-pave the existing bike lane, re-grade (or change the grade), and install permeable or impermeable surfaces, together with new or replacement lighting, fencing, hardscaping, vegetation, landscaping, plantings, signage, fixtures, and other improvements), and (ii) to access and use the Pathway, and to allow the access and use of the Pathway by tenants, employees, invitees, and licensees of Grantee, and the general public, to cross between the 500 Arsenal Property and the 550 Arsenal Property, and for recreational purposes, including, without limitation, access by pedestrians on foot or by a mobility device (as that term is defined hereinafter) or by bicyclists on bicycles, together with attendant customary passive recreational uses. The term "mobility device," as used in this instrument, means a wheelchair, which may be motorized, crutch, cane, walker, or other device that functions similarly to allow an injured or disabled person increased mobility for travel. Notwithstanding anything herein to the contrary, the foregoing license shall not be deemed to include any rights for horses or other load bearing animals to pass or repass on, across or over any the Pathway for recreational purposes. Additionally, the foregoing license shall not be deemed to include a right to park bicycles or motorized or non-motorized transportation devices within the Pathway at any time; provided, however, each of the 500 Arsenal Owner and the 550 Arsenal Owner shall have the right (in its sole and absolute discretion) to designate, from time to time, bike parking or storage areas or facilities on its respective lot (including, without limitation, in those areas of its respective lot immediately adjacent to the Pathway).

3. Grant and Exercise of License to the Emergency Driveway. In addition to the rights granted in Section 2 hereof with respect to the entirety of the City Property, the City hereby grants to each of the 500 Arsenal Owner and the 550 Arsenal Owner, appurtenant to the 500 Arsenal Property and the 550 Arsenal Property, a non-exclusive license to construct, reconstruct, install, maintain, alter, repair, replace, and use an access road and supporting infrastructure (collectively, the "Emergency Driveway") for vehicular and pedestrian ingress, egress, and access between the 500 Arsenal Property and the 550 Arsenal Property, in such location (the "Driveway Licensed Area") as (i) depicted on that certain plan entitled ["_____"], dated _____, 2024, prepared by _____, a copy of which is attached hereto as Exhibit B-1, and (ii) as more particularly described in Exhibit B-2 attached hereto. To avoid confusion, the Driveway Licensed Area is definitively agreed to be the portion of the Pathway described in Exhibit B-2. It is not believed that there is any inconsistency between the Driveway Licensed Area as shown on Exhibit B-1 and as described in Exhibit B-2, but if any inconsistency does exist, it shall be resolved in favor of Exhibit B-2.

4. Construction. The reconstructed Pathway (including the Emergency Driveway), if constructed or thereafter materially altered (other than landscaping, hardscaping, or replacement of improvements with like improvements), shall be constructed in accordance with plans and specifications approved by the City (such approval not to be unreasonably withheld). At least thirty (30) days prior to undertaking construction within the City Property (including the Emergency Driveway) by Grantee which requires approval pursuant to the foregoing provisions, Grantee shall deliver to the City written notice of the proposed scope of such work (but if the work involved is emergency repair work, only such advance notice, written or oral, as is reasonably practical, need be given).

5. Reservation of Rights; Conditions on Exercise of License Rights.

(a) In exercising the rights and licenses granted hereby, Grantee shall, at its sole cost and expense, perform (or cause to be performed) all work within the City Property (including the Driveway Licensed Area) (i) in a workmanlike, safe, and efficient manner, (ii) in compliance with all applicable laws, ordinances, rules, regulations, and codes, and, provided the same are recorded against the subject property or otherwise delivered to Grantee, special permits and environmental restrictions affecting the City Property, and (iii) in such a manner as to not unreasonably interrupt and to minimize, to the extent reasonably practicable, unreasonable interference with the general public's use of the Pathway. For the avoidance of doubt, the parties acknowledge and agree that the general public's use of the Pathway will be periodically interrupted during both (x) the construction, installation, maintenance, alteration, repair, and replacement of the Pathway (including the Emergency Driveway), and (y) the use of the Emergency Driveway by emergency vehicles, and such periodic interruptions shall not be considered unreasonable. Grantee shall save and keep the City Property free of liens under M.G.L. c. 254 arising from work done by or on behalf of Grantee within the Pathway (including the Driveway Licensed Area) and shall cause to be discharged of record any such lien within twenty (20) days after written demand from the City. Any and all of the rights and licenses granted hereby are subject to any rights of the DCR and the Massachusetts Highway Department contained in the License Agreement dated as of ____ [sic], 2009, by and among the City, the Massachusetts Department of Conservation and Recreation ("DCR"), and the Massachusetts Highway Department, which shall supersede and take precedence over any rights contained in this Agreement.

(b) Grantee, at its sole cost and expense, shall be solely responsible for the maintenance, repair, and replacement of the improvements or facilities from time to time installed or maintained in the Pathway (including the Emergency Driveway) by or on behalf of Grantee, and Grantee shall maintain (or cause to be maintained) the same in a clean, safe, and orderly condition. The Pathway (including the Emergency Driveway) shall be repaired or replaced by Grantee with materials at least equal to the quality of the materials being repaired or replaced. Following the initial re-construction of the Pathway and construction of the Emergency Driveway, maintenance of the Pathway (including the Emergency Driveway) by Grantee shall include, without limitation, maintaining and repairing the surface of the bike lane and driveway areas, removing all papers, debris and other refuse, maintaining landscaping, markings, lines, and striping, as needed, and performing any and all such other duties as are reasonably necessary to maintain the Pathway (including the Emergency Driveway) in a clean, safe and orderly condition. Notwithstanding the foregoing, or anything else in this Agreement to the contrary, Grantee shall not be responsible for making repairs or replacements to the improvements within the Pathway (including the Emergency Driveway) resulting from damage caused by the DCR, or its or their agents, employees, contractors, or representatives.

(c) Grantee acknowledges and understands that the Aqueduct is located directly beneath the Pathway and is important in the proper functioning and flow of the City's water supply. Grantee shall use commercially reasonable efforts to not unreasonably interfere with the proper functioning of the Aqueduct or the City's maintenance or inspection thereof. Notwithstanding any provision herein to the contrary, in connection with the construction by Grantee of its initial improvements in the City Property (including the Emergency Driveway), and any changes made thereto from time to time requiring the City's consent under Section 4 above, Grantee's right to undertake such construction shall be contingent upon Grantee having demonstrated to the City's reasonable satisfaction that such undertaking

and exercise will not materially adversely affect the structural integrity of the Aqueduct under the Pathway, it being agreed that in connection therewith, Grantee shall pay to the City all reasonable costs incurred by the City in reviewing the plans and specifications of the improvements. No consent or approval given by the City under this Agreement shall be deemed to (i) constitute a warranty by the City of any element of any work to be performed by Grantee hereunder, or (ii) relieve Grantee of its obligation to perform any such work in accordance with the terms and provisions hereof.

(d) The City expressly reserves and retains the exclusive right to grant other non-exclusive licenses or rights within the Pathway (including the Driveway Licensed Area); provided any such future licenses or rights do not materially interfere with Grantee's use of the rights and licenses granted hereunder.

(e) At no time shall the City place or install any objects or equipment or otherwise obstruct the Pathway (including the Driveway Licensed Area) in a manner that impedes Grantee's right to access and use the Pathway (including the Emergency Driveway) unless done to maintain or inspect the Aqueduct and appurtenant property. The City with 10 days written notice, and with no notice in the event of an emergency, may excavate, remove, test, mark, and/or construct any part of any area licensed herein, and take any other measures to maintain, test, replace, repair, construct and/or inspect its Aqueduct, utilities, or other interests, in any area licensed herein. The City may repair any damaged or excavated areas with respect to any such area licensed herein in a manner that is based upon its sole discretion.

(f) The licenses granted hereunder to the 500 Arsenal Owner and the 550 Arsenal Owner shall be limited to and solely for the uses specified herein. Any other uses of the Pathway (including the Driveway Licensed Area) by Grantee shall occur only with the prior written consent of the City. For the avoidance of doubt, only the City and Grantee may seek to enforce the rights granted in this Agreement.

(g) There shall be no fee due to the City for the licenses and rights set forth herein.

(h) For the avoidance of doubt, Grantee has no obligation to construct the Emergency Driveway.

6. Indemnification. Grantee shall indemnify, defend and hold the City harmless, can compensate the City for any loss for or from any liability, injury, loss, accident or damage to any person or property and from any demands, claims, actions, proceedings and expenses and costs related thereto (including, without limitation, reasonable attorneys' fees and court costs), in each to the extent caused by any acts or omissions of Grantee or any of its employees, representatives, agents, contractors or invitees (but not the general public) in connection with the exercise of the rights and licenses granted under this Agreement, to the fullest extent permitted by law, including but not limited to any damage to the City's Aqueduct, or any environmental harm or damage to the City's Aqueduct or water supply, including any response or actions required by the Massachusetts Department of Environmental Protection. Any amounts related hereto owed to the City shall be a municipal charges lien upon any of the properties referenced herein, including but not limited to the 500 Arsenal Street Property and the 550 Arsenal Street Property. The indemnification relief specified herein shall include any required injunctive relief, restitution, and/or specific performance.

7. Insurance. Grantee, at its sole cost and expense, shall maintain general liability insurance in an amount not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate, with customary limits and coverages with respect to the rights and licenses granted herein on the City's Property, with such insurance naming the City (and its successors and/or assigns as

their interest may appear) as an additional insured thereon, with a waiver of subrogation against the City, and no exclusions for environmental damages or issues, and shall deliver to the City certificates of such insurance upon written request within 10 business days.

8. Disclaimer; No Warranty.

(a) In no event shall any observation, review, inspection or approval by the City constitute a waiver of any contractor's, designer's or manufacturer's warranty obligations, or of any of Grantee's obligations under this Agreement with respect to the Pathway (including the Emergency Driveway). The City does not give any warranty, express or implied, as to the adequacy, safety, or other characteristics of the Aqueduct or any equipment, piping, utilization apparatus, or other facilities located beneath the Pathway (including the Emergency Driveway).

(b) This Agreement is subject to all agreements, restrictions, and encumbrances of record with the Middlesex South Registry of Deeds insofar as are now in force and applicable, and Grantee hereby accepts the Pathway in its "AS-IS" condition. The City makes no representation or warranty whatsoever with respect to the condition of the Pathway, including, without limitation, environmental conditions or its suitability for the purposes herein set forth, and, notwithstanding any provisions to the contrary in this Agreement, Grantee hereby waives any and all claims against the City with respect to such condition or suitability.

9. Signage. Neither Grantee nor any of its contractors or their subcontractors shall affix or display any signs on or in any of the Pathway (other than signage necessary to comply with all applicable laws, regulations, permits, or codes and/or otherwise necessary for safety on, in or around the Pathway (including the Emergency Driveway) without the prior written approval of the City, which approval may be withheld by the City at its sole discretion.

10. No Personal Liability. No partner, shareholder, member, manager, owner, trustee, beneficiary, director, officer, or employee of any party hereto or of any affiliate of any party hereto, shall have any personal liability under this Agreement. In no event shall any party hereto be liable for special, consequential, or punitive damages of any kind or nature in connection with this Agreement, whether or not foreseeable, except for any expenses or amounts related to the indemnification provisions herein.

11. Revocation of License. This License shall be valid for an initial period of 30 years from the date hereof. The City may revoke this License with 30 days written notice. Upon the revocation of the licenses granted herein and the termination of this Agreement, the City and Grantee shall have no further rights or obligations under this Agreement, except for such terms that expressly survive the termination of this Agreement

12. Time of the Essence. Time is of the essence with respect to each and every time period set forth in this Agreement.

13. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be sent either (i) by any nationally known overnight delivery service for next business day delivery, or (ii) by delivery in person. Any notice shall be deemed given on the date of the first to occur of receipt, refusal, or attempted delivery as indicated on the receipt of the overnight delivery service or personal delivery service. If the day any notice shall be deemed to have been given and received as aforesaid is not a business day (or if delivery is made after 5:00 p.m. Eastern Time on any business day), such notice shall be deemed to have been given and received on the next business day. All notices shall be addressed to the parties at the addresses below:

E. MISCELLANEOUS CORRESPONDENCE and ITEMS OF INTEREST

- Letter to Lincoln Conservation Commission, Re: Notice of Intent Submitted by the Town of Lincoln for the Lincoln Community Center at 6 Ballfield Road, Lincoln, dated February 10, 2025, from Jamie O'Connell



CITY OF CAMBRIDGE
MASSACHUSETTS
Water Department
250 Fresh Pond Parkway
Cambridge, MA 02138
617 349 4770
fax 617 349 6616



February 10, 2025

sent via email

Lincoln Conservation Commission
16 Lincoln Road
Lincoln, MA 01773

Notice of Intent Submitted by the Town of Lincoln for the Lincoln Community Center at 6 Ballfield Road, Lincoln

Dear Commissioners,

The City of Cambridge Water Department (CWD) appreciates the opportunity to submit comments regarding the Notice of Intent (NOI) filed by the Town of Lincoln (Applicant) to build a Community Center at 6 Ballfield Road (Site). The project is located in the watershed of Stony Brook Reservoir, a primary drinking water supply for the City of Cambridge. CWD has reviewed the following documents:

- Lincoln Community Center Notice of Intent, Prepared by Waterfield Design Group (WDG), dated January 2025
- Stormwater Management Plan, Erosion and Sediment Control Plan, and Long Term Operations and Maintenance Plan, dated January 2025
- Lincoln Community Center Permitting Documents (plan set, pages C-100 through C-115), dated 1/15/2025
- Lincoln Community Center Site Permitting Set (plan set; pages L-000, L-200, L-201, L-300, L-301, L-400 through L-402)

The proposed project would increase the amount of impervious cover within the Riverfront Area of Stony Brook by 7,341 square feet. The total increase in impervious cover from the project will be nearly a quarter acre when including work outside of jurisdictional areas. Stony Brook is both a tributary to the Cambridge water supply (Outstanding Resource Water) and a cold-water fishery, both considered Critical Areas in the Massachusetts Stormwater Handbook. With the goal of protecting these resource areas, CWD has the following comments about the project:

Riverfront Area

Over 50% of the Riverfront Area is degraded under existing conditions. The project proposes adding 7,341 square feet of impervious cover to the Riverfront Area, on top of the extensive amount of degraded area already present at the Site. The first performance criteria in the Riverfront Area redevelopment regulations (310 CMR 10.58(5)(a)) require that, at a minimum, the development will be an improvement over existing conditions:

At a minimum, proposed work shall result in an improvement over existing conditions of the capacity of the riverfront area to protect the interests identified in M.G.L. c. 131 § 40...

Of specific concern to CWD is the interest in M.G.L. c. 131 § 40 for protection of public water supplies. CWD questions whether adding new impervious cover to such an extensively degraded Riverfront Area is an improvement over existing conditions. Stony Brook is a cold-water fishery, so thermal protection of the resource is of the utmost importance. Downstream of the Site, near the outlet of Beaver Pond, Stony Brook has been listed as temperature impaired under the Clean Water Act. Cool water temperatures also help prevent water quality issues such as harmful algae blooms in the Cambridge water supply. For these reasons, CWD urges the Applicant to reconsider designs that would, at a minimum, reduce the footprint of the proposed building.

Also, to help mitigate the increase in degraded Riverfront Area, the Applicant has proposed a 2:1 ratio of mitigation to increase in non-conforming area as required by 310 CMR 10.58(5)(g). The proposed mitigation plan currently includes all three forest strata (following MassDEP guidance) and includes 21 trees, although 14-16 existing trees are proposed for removal. Tree canopy cover in Riverfront Areas is important for protecting rivers from thermal pollution. CWD requests that the mitigation plantings remain at 21 trees (at a minimum) and not be replaced with a pollinator meadow (CWD understands this change is being considered per conversations with Lincoln Conservation staff). If greater separation is required between the proposed building and tree plantings, CWD requests that the currently proposed trees be located elsewhere on the Site rather than eliminated from the design. A meadow would not provide the same level of thermal protection for the drinking water/cold-water fishery. CWD also urges the Applicant to evaluate whether tree islands could be added in the parking lots to help reduce the temperature of stormwater heated by the pavement.

Stormwater Management Standards

The Applicant has not demonstrated that the project meets the Massachusetts Stormwater Management Standards. Specific areas of concern are as follows:

Standard 3: Table RR in the Massachusetts Stormwater Handbook (Vol 1, Ch1) explains that infiltration BMPs must be placed outside the Zone A of tributaries to surface water supplies (or to the extent practicable if redevelopment). While Zone A is not displayed in the NOI plan sets, the Riverfront Area can be used to approximate the Zone A. Both subsurface infiltration systems are currently proposed within the approximated Zone A. CWD requests that the Applicant move the systems outside the Zone A, especially the system near the tennis courts (referred to as underground detention system #3 on plan C-107), which is at the edge of the 200-foot Riverfront Area.

Standard 4: Standard 4 requires 80% TSS removal for the 1" water quality volume (WQV) for a discharge near or to Critical Areas, such as Stony Brook and its wetlands. However, calculations in the Stormwater Report appear to calculate the required WQV using 0.8" for the redevelopment area. To comply with Standard 4, at a minimum the Applicant should design the stormwater management system to treat the 1" WQV unless shown that 0.8" is the maximum extent practicable per Standard 7. CWD notes that this may be a moot point due to a possible WQV calculation error in the Stormwater Report (calculations for the 0.8" WQV show $0.067777 * 75,246 \text{ sq ft} = 7,068 \text{ cu. ft.}$ instead of 5,100 cu. ft.).

CWD also requests that the Applicant clarify the role of the rain garden in providing water quality treatment since the rain garden is only proposed as an alternate. If the detention basin were installed instead of the rain garden, would TSS and TP removal be reduced?

Last, Standard 4 requires stormwater BMPs to remove TP consistent with the Middle/Upper Charles TMDL (65% removal). However, it appears that TP removal calculations are missing from the Stormwater Report.

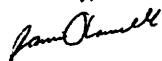
Standard 6: The Stormwater Report says that Standard 6: Critical Areas does not apply to the Site. However, Standard 6 does apply because of the Outstanding Resource Waters associated with the Cambridge water supply (Stony Brook and its wetlands) and Stony Brook's status as a cold-water fishery. CWD requests that the Applicant provide information explaining how the proposed stormwater management system the Stormwater Handbook requirements in Vol 1 Ch 1, specifically:

1. Table CA2: Standard 6 (items 1-8) and the Best Management Practices for Cold-Water Fisheries table
2. "The use of salt for the deicing of impervious surfaces must be minimized within water supply protection areas and any area near an Outstanding Resource Water ...or cold-water fishery."
 - a. A low salt deicing strategy appears to be missing from the NOI
3. "The long-term pollution prevention strategies for sites near critical areas must also incorporate designs that allow for shutdown and containment where appropriate to isolate the system in the event of an emergency spill or other unexpected event."

Title V Compliance

The project also proposes a new septic system to serve the proposed community center. While the proposed septic tank, pump chamber and soil absorption system (SAS) are outside of the necessary Title V setbacks, there is a drain line that discharges to Stony Brook proposed in close proximity to the SAS. The Minimum Setback Distances in Title V (310 CMR 15.211) require 100 feet of separation between the SAS and drain lines discharging to a tributary to a water supply. CWD requests that the Conservation Commission receive input from the Board of Health on whether the Board of Health believes that the proposed septic system meets the requirements of Title V, which does not appear to be the case.

Sincerely,



Jamie O'Connell, Watershed Protection Supervisor, CWD

joconnell@cambridgema.gov

617-349-4781

Cc: Cambridge Water Board
Mark Gallagher, CWD, Managing Director
Julie Greenwood-Torelli, CWD, Director of Water Operations
David Kaplan, CWD, Watershed Manager

F. NEW BUSINESS

- None

G. NEXT MEETING DATE/AGENDA

- April 15, 2024: TBA/TBD