

Memorandum of Understanding  
between  
Maryland Transit Administration  
and  
Mayor and City Council of Baltimore  
regarding  
Baltimore Red Line

This Memorandum of Understanding (MOU) between the Maryland Transit Administration, a division of the Maryland Department of Transportation (MTA) and the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland (the City), collectively referred to herein as “the Parties”, sets forth the terms upon which the Parties are relying, as they jointly pursue the planning and construction of the Baltimore Red Line Light Rail Transit Project (Red Line or Project).

*WHEREAS*, MTA is developing the Red Line, a 14-mile light rail transit project, with major project elements including a dedicated guideway, 19 stations, five of which will be below grade; and an operations and maintenance facility; and

*WHEREAS*, the Red Line will provide connectivity lacking in Baltimore’s current transit system, which will provide high quality transportation for City residents and visitors needing access to education, housing and jobs; and

*WHEREAS*, the Red Line will expand MTA’s ridership by offering efficient and reliable transit choices, resulting in fewer personal vehicles on the road, less congestion, better air quality and improved environmental and health conditions in the Baltimore Region, consistent with goals shared by the Parties; and

*WHEREAS*, Red Line stations will support development and redevelopment of City communities; and,

*WHEREAS*, MTA, in collaboration with the City, Baltimore County and the Federal Transit Administration (FTA), is now advancing the project from conceptual planning to Preliminary Engineering (PE). Subsequently, subject to the approval and financial support of the FTA, MTA intends to advance the project through Final Design (FD) and construction. With future funding, MTA intends to construct the Red Line and open for revenue service in early 2021; and

*WHEREAS*, the Parties acknowledge that MTA intends to incur a significant expense designing, constructing and operating the Red Line so as to be safe, attractive and durable, with project features that will enhance City communities; and

*WHEREAS*, the City agrees that it can and should facilitate the project through financial and non-financial means; and

*WHEREAS*, the Parties acknowledge that completion of the Red Line will require development and approval of a future master agreement, (Master Agreement) and execution and delivery of a number of future documents and instruments, the final form and contents of which are not presently known; and

*WHEREAS*, the Parties agree to work cooperatively together to provide the resources needed and to work cooperatively to develop and execute those agreements, documents and instruments, in an expeditious manner; and

*WHEREAS*, the Parties acknowledge that the Red Line is subject to Federal, State, and local environmental reviews during the PE and FD phases, and ultimately subject to approval of the Maryland Secretary of Transportation; and

*WHEREAS*, the Parties acknowledge that the project, and this MOU, are also subject to the requirements of FTA's New Starts Program; and to Federal regulations and requirements, in general; and

*WHEREAS*, the Parties acknowledge that the Red Line project is subject to various funding commitments, and that the project will not proceed into a final design phase and/or construction until various administrative actions have been favorably accomplished, including, but not limited to, a Final Environmental Impact Statement, (FEIS), an FTA Record of Decision (ROD), and approval by FTA of a Full Funding Grant Agreement (FFGA); and

*WHEREAS*, at the time of execution of this MOU, MTA anticipates that the FEIS will be submitted to the FTA in December, 2012, and that the FTA will issue a ROD in February 2013. Upon receipt of a favorable ROD, FD will commence and continue through August 2016, with FTA project approval (FFGA) anticipated in the first half of 2015. Shortly after receiving FTA approval, MTA will advertise the first construction contracts for bids, so that construction can begin in the second half of 2015. Construction would continue through the middle of 2020, with startup and testing to proceed in the last half of 2020, and revenue service to begin in early 2021; and

*WHEREAS*, the foregoing clauses are incorporated as a part of this MOU and shall be binding upon the Parties.

*NOW, THEREFORE*, the Parties agree to the following provisions of this MOU:

**A. Communications and Coordination between the Parties, and with Potentially Impacted Property Owners during Red Line Design**

1. The City shall designate a Red Line Coordinator as the City's primary Point of Contact (CPOC). As of the date of this MOU, Ms. Danyell Diggs is designated as CPOC. The MTA shall also designate a point of contact (MPOC). As of the date of this MOU, Mr. Thomas Hannan is designated as the MPOC. Either party may change the person designated by providing five (5) days written notice of the change.
2. The Parties shall mutually keep each other informed as to major communications between the respective party and its consultants that may impact the other Party. Contact information for formal notification to the Parties is set forth in Section N.
3. The Parties shall assist each other in responding to the other's requests, as well as requests from private entities; and each shall assist the other with obtaining information from, and establishing contacts with, their respective agencies in dealings with private entities.
4. The MPOC shall apprise the CPOC of any modifications to Red Line plans that affect the City, and shall provide updated plans and design documents to the CPOC once such materials are ready for distribution. A detailed protocol for review of contract documents (plans, specifications, etc.) by the City, with required turnaround times, will be included within the Master Agreement. Such a protocol shall include participation by the City's Department of Planning's UDARP (Urban Design Architecture Review Panel), as UDARP may have input into the final station design, streetscape design along the corridor, etc. Such a protocol shall also provide that the City's urban design review will consider and evaluate:

- Red Line stations, both above and below ground, including portals and head houses.
  - The landscaping, streetscape, paving, furniture elements, lighting, and signage in and adjacent to the Red Line corridor.
  - The Transit Oriented Development (TOD) projects that are adjacent to and are planned as part of the Red Line development project.
  - Ancillary facilities, such as maintenance yards and other support facilities for the Red Line.
5. The Parties agree that supplemental or dedicated staffing in certain technical disciplines will be required of the City in order to provide timely reviews of project plans and specifications, such as, but not limited to, life safety planning and design, utility coordination, right-of-way acquisition, traffic engineering, structural engineering, tree protection, etc. Within 90 days of the execution of this MOU, the Parties will jointly develop a staffing and cost-sharing plan for such technical involvement as may be necessary to advance the project in a timely manner. Such staffing and cost sharing plan will be attached to this MOU as Attachment B, without necessity of amendment, upon written agreement of the City Director of Transportation and the MTA Administrator.

In developing the plan, MTA recognizes that, since 2008, the City has committed up to three full-time staff members to assist in project coordination and development activities. Some of these positions have been grant-funded and certain grants will expire during the term of this MOU. MTA agrees that activities of City staff have added, and will continue to add, programmatic value to the Red Line. In the event that said grant funds do expire during the term of this MOU, MTA shall give every consideration to supporting the cost of such staffing efforts as may be requested by the City.

6. The City shall institute a system for monitoring its own planned street/infrastructure work, as well as development plans by private interests, along the Red Line transit way, and shall notify MTA of such plans, so that such plans and projects can be coordinated with Red Line plans. The Parties shall use the Envista utility monitoring system, as well as other means available to them, to coordinate such projects and shall make reasonable, good faith efforts to ensure integration of their respective plans.
7. The Parties are committed to open communication with all property owners in the Red Line corridor that may be impacted by the project. During design, such communications may include the provision of advance notification of Red Line activities within public right-of-way (ROW) near private properties (e.g. topographic surveys and subsurface investigations), notification/resolution with respect to any invasive/non-invasive activities on private properties, and adherence to a comprehensive Public Involvement Plan (PIP)<sup>1</sup>.

**B. Data Availability, Permits, and Costs**

1. The Parties recognize and understand that many engineering records and plans, as well as many agreements, easements, and conveyances of various types, which are essential for planning and design of the Red Line, are now kept by various City agencies. MTA understands that the City cannot guarantee the accuracy of such documents, and accepts such documents on an as-is basis.

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<sup>1</sup> The Public Involvement Plan (PIP) is the component of the FTA-required Project Management Plan (PMP) that defines MTA's approach to providing information to the public about the Red Line and obtaining feedback and input regarding the project's design and construction.

2. The City shall provide to MTA such documents that may be reasonably needed for the advancement of the Red Line, at no cost.
3. MTA shall notify the CPOC when any record/document request is made, and assist in resolving any issues that might arise during the request process, and alert the City when MTA personnel or contractor discovers an error or discrepancy with respect to current City records.
4. Permit fees: The City, to the extent allowable, shall waive the fees that would customarily be assessed for MTA's contractors to dig test pits, take soil borings or test borings, or other field/street tests. In the event that the City has to mobilize personnel and equipment in order to accommodate such testing, the City may recover such force account costs from MTA. Further, the City shall use its best efforts to expedite processing such permit applications, in order to provide permits within two weeks of application.

**C. Red Line Community Compact**

1. MTA commits to advancing the Red Line project in a way that achieves the four main goals of the City's Red Line Community Compact, (Compact), and commits to working with the City to determine which elements of the Compact items are reasonable and feasible to incorporate in the project. The emphasis areas are:
  - Put Baltimore to work on the Red Line: encourage and promote local and minority contract participation.
  - Make the Red Line green: include green space and environmental improvements into the project.
  - Promote community-centered station design, development, and stewardship.
  - Reduce impact of construction on communities.
2. With respect to economic empowerment and workforce development, MTA is committed to realizing positive economic opportunities for residents and businesses that the Red Line can generate in the project area. In pursuit of this commitment, MTA, in cooperation with the City, is developing a workforce development plan that could lead to future employment and training opportunities for local area residents as well as expanded opportunities for local small (disadvantaged) businesses. Upon development of this plan, MTA and the City shall work together to attempt to secure non-transportation funding initiatives arising from the plan. Further, MTA will identify and develop programs, policies and contract provisions that are permissible under Federal, State, and City laws that can lead to hiring or training of corridor residents, and the inclusion of locally-based firms in project delivery.

**D. Transit-Oriented Development (TOD)**

1. TOD along the Red Line is in the best interests of both Parties. As such, the Parties agree to work cooperatively to encourage and facilitate TOD at locations that can support it. The Parties shall:
  - Collaborate on identifying TOD opportunities.
  - Keep each other informed of TOD-related activities.
2. The City shall use its best efforts to facilitate TOD near Red Line stations through provisions in its zoning ordinance and other development regulations, and shall direct its economic and community development resources to Red Line station areas.

**E. Public Property Impacts, and Transfer of Rights, due to Red Line Design, Construction, Operation, and/or Maintenance**

1. Although the Parties intend that formal conveyance of property rights, franchise rights, etc. will be made under the future master agreement, the Parties generally acknowledge that:
  - a) The City acknowledges that MTA is the recipient of a Federal grant through the FTA, which funds, in part, the design and construction of the Red Line. The City further acknowledges that pursuant to FTA grant requirements, MTA must demonstrate and retain satisfactory continuing control over rights-of-way upon which the Red Line operates. The City agrees that it will not exercise any right of entry (or any other right(s) permitted under this MOU) in a manner which compromises or otherwise diminishes MTA's obligation to retain satisfactory continuing control over Red Line rights of way. As further acknowledgment of FTA interest in the Red Line, the City agrees that it will take no action which compromises or otherwise diminishes such interest.
  - b) In pursuit of these Federal requirements, and prior to the time of Red Line construction activities, the City shall convey franchise rights, as typically granted by the City with Council approval, to MTA. Such franchise rights shall include a grant to MTA of a perpetual easement-in-gross on, over, across, above, through, and under all real property held by the City that is needed for the full width of the Right-of-Way ("ROW") for Red Line-related construction, at no cost to MTA. In addition, the City shall convey all such necessary and appropriate right, title, and interest as it may hold in order for MTA to own, operate, and maintain the Red Line system, in perpetuity, at no cost to MTA.
  - c) The Parties commit to executing such property transactions in a timely manner.
  - d) The Parties acknowledge that all of the specific property identified in this MOU as being needed is based upon the MTA's current proposed plan for the Red Line as shown in Attachment A<sup>2</sup>; however, the design, alignment and right of way needs for the Project are subject to federal reviews and funding approval from the FTA
  - e) The City acknowledges that the MTA must comply with all applicable Federal statutes, regulations, orders, certifications and assurances, or other Federal law (collectively referred to as "Federal laws"), including, but not limited to, those set forth in MTA's current Master Agreement governing transit projects supported with Federal assistance awarded by the FTA. The City agrees that it will take no action seeking compliance with non-Federal laws to the extent that such laws conflict with applicable Federal laws.
2. Facilities that are necessary for construction and operation of the Red Line may include, but are not limited to, tracks, utility systems, overhead catenary systems, signals, station platforms with amenities, underground stations with street level access points, bridge structures, drainage/stormwater management systems, traction power substations, tunnels, tunnel support facilities, ventilation structures, a new MTA operations and maintenance facility in the vicinity of Calverton Road, and construction staging and storage areas. Design, construction and operation of these facilities will result in impacts to publicly-owned (and privately-owned) properties and facilities that require an understanding between the Parties as to responsibilities and commitments.

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<sup>2</sup> Attachment A, a set of March 2012 BRL plans, is MTA's vision for the Red Line alignment as of the date of this MOU. This alignment is not final. It may be referred to elsewhere in this MOU as "the current plan" or "the Red Line, as currently envisioned". An updated set, expected to be issued in June of 2012, will be provided to the City as amended Attachment A.

Construction and operation of the Red Line may result in impacts to City-owned properties and facilities, as follows:

a) *Streets, Sidewalks and Appurtenances*

The Red Line, as currently envisioned, will operate in-street at various locations throughout the City in a dedicated transit-way, which is essential to reliable Red Line operations. Constructing the in-street transit-way will require displacement, modification and, in some cases, elimination of existing travel and turn lanes, including the reduction of lane widths to minimum levels (10'-wide through lanes; 9'-wide turn lanes and 8'-wide parking lanes). Construction of the in-street sections will also require temporary lane/street closures and vehicular/pedestrian traffic diversions.

In addition, constructing the project will require displacement, modification and, in some cases, relocation/reconfiguration or elimination of on-street parking, medians, sidewalks, bus pads, street lights, traffic signals and other traffic control devices, street trees and shallow underground utilities (both City-owned and privately-owned). The City recognizes that such changes and adjustments are essential and shall take necessary measures to enable them.

The Red Line, as currently envisioned, will operate underground along Cooks Lane, Edmondson Avenue, Fremont Avenue, Lombard Street, President Street, Fleet Street and Boston Street. In addition, the Red Line will have an underground pedestrian tunnel along the east side of Light Street between Baltimore Street and Lombard Street (see Attachment A). Construction and operation of the underground sections of the Red Line will require relocation of City-owned street lights, traffic signals, street trees, and underground utilities, modifications of sidewalks, and the location of permanent station access points within and beyond City ROW, as well as temporary lane/street closures and vehicular/pedestrian traffic diversions.

In addition to paying for construction and operation of the Red Line itself, MTA shall pay for the repair of all project-related, in-street excavations, shall mill and resurface all disturbed City roadway sections and shall reconstruct all sidewalks and curb sections along the length of the Red Line transit way in accordance with City and ADA standards.

b) *Utilities*

Although the Parties intend that the detailed cost-sharing responsibilities for street, utility, and other infrastructure requirements associated with Red Line construction be set forth within the Master Agreement, the Parties generally agree that MTA shall bear costs for street, utility and other infrastructure modifications and relocations, tree protection and replacement, and related street repairs in accordance with City and ADA standards, directly associated with, and required for, Red Line construction. To the extent that utility work and street improvements constitute betterments, over and above that required to accommodate Red Line construction, the City shall bear such costs. The Parties shall define the concept of "betterments" as "any upgrading of a utility or utility appurtenance over and above the current good engineering practice in the pertinent industry, made solely for the benefit of the City, and not attributable to construction of the Red Line"; and shall develop a method of determining the Parties' respective responsibilities for such costs, in the Master Agreement.

Although the Parties intend that the detailed cost-sharing responsibilities for street, utility, and other infrastructure requirements associated with Red Line construction

be set forth within the Master Agreement, the Parties generally agree that MTA shall bear City costs for street, utility and other infrastructure modifications and relocations directly associated with, and required for, Red Line construction.

Prior to the start of the Red Line construction, utilities which the City had intended to upgrade, reconstruct and/or relocate, irrespective of the Red Line project, due to age, condition, consent decree order, and/or continual maintenance and repair, shall be designed and constructed to accommodate the Red Line project. If such work cannot be completed by the time of Red Line construction, such work shall be incorporated into Red Line construction contracts, at City expense. The City shall bear the costs for any such upgrade, reconstruction and/or relocation, except in instances in which the work is considerably modified,<sup>3</sup> in order to avoid impacts from the Red Line project; in which case MTA will bear the mutually agreed upon costs for additional construction. To the extent that utility work and street improvements constitute betterments, over and above that required to accommodate Red Line construction, the City shall bear such costs. The Parties may further define the concept of "betterments," and develop a method of determining the Parties' respective responsibilities for such costs, in the Master Agreement.

The City, on the behalf of MTA, will exercise prior rights as described in the franchise agreements held with various privately owned utility companies. As such, MTA agrees to bear costs beyond those covered by the privately-owned utility companies under the franchise agreements for utility and other infrastructure modifications and relocations directly associated with, and required for, Red Line construction. To the extent that utility work improvements constitute betterments, over and above that required to accommodate Red Line construction, the Parties assume that the various utility companies shall bear such costs.

*c) Traffic Signals*

For in-street segments of the Red Line, the City shall make signal timing and phasing adjustments (transit priority or pre-emption, at locations to be determined) as necessary to reduce Red Line travel times. Transit priority adjustments may include green extension or early return to green for favored Red Line movements. Transit pre-emption may involve stoppage of all conflicting traffic at an intersection or group of intersections upon approach of a Red Line vehicle.

Modifications to median openings and installation of overhead catenary systems in surface running sections of the Red Line, as currently envisioned, will require removal or modification of many existing traffic signals and the installation of new vehicular and pedestrian traffic signals. MTA shall pay for such removals, modifications and installations and the City shall operate and maintain the finished signals.

MTA's new rail system will require and encompass a network of power and communications cables. In some instances the new MTA system may be located in existing City signal conduits while in other instances, new ducts/conduits will have to be installed. The City's Department of Transportation may wish to upgrade its traffic signal communication system concurrent with construction of the Red Line. It is too early, at this stage of design, to provide a detailed description of either system; however, in principle, MTA agrees that where its system will consist of

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<sup>3</sup> By "considerably modified", the Parties acknowledge, as an example, the sewer extending through the operations and maintenance facility as discussed in Section E.2.f.

new conduits, and where it can accommodate improvements to the City's own communication signal system, MTA shall accommodate such City system improvements. The details of such engineering and cost sharing arrangements will be addressed within the Master Agreement.

d) *Stormwater Management Facilities*

MTA shall be responsible for designing and constructing the stormwater management (SWM) facilities that are required by the Maryland Department of the Environment (MDE) for the Red Line. To the extent that design does not indicate sufficient on-site space for SWM facilities adjacent to the Red Line trackway, the City will assist in identifying suitable off-site locations for SWM retrofit and Best Management Practices.

The Parties will address the responsibility for maintaining SWM facility in the public ROW, upon completion of the project warranty period, within the Master Agreement. In principle, MTA shall be responsible for maintaining any SWM facility on MTA-owned or leased property, or at any location beyond the City right of way, such as SWM facilities at the operations and maintenance facility and at new RL parking facilities.

e) *Edmondson Avenue Bridge*

The City shall be responsible for designing and reconstructing the Edmondson Avenue Bridge over Hilton Parkway and Gwynns Falls Park, at no cost to MTA, in a way that accommodates the Red Line. The City's design shall comply with MTA design criteria, shall accommodate all applicable loads and forces, shall provide sufficient width to accommodate two-directional Red Line trains, shall provide sufficient conduit for communication, control and power lines needed to support Red Line service, and shall incorporate stray current protection. MTA shall provide periodic design review of the bridge plans and design documents that relate to the Red Line and the City shall incorporate MTA's review comments into the plans and contract documents.

In order for Red Line construction to proceed without delay, the City agrees to make every effort to complete the bridge reconstruction prior to the time when Red Line construction on Edmondson Avenue is scheduled to begin. Should the City's schedule change for any reason, the CPOC shall notify MTA as soon as the schedule change is known. Upon completion of the bridge, the cost of maintenance shall be jointly shared by the Parties, in accordance with terms to be defined in the Master Agreement.

f) *Calverton Road Operations and Maintenance Facility*

The City owns several properties and operates several facilities on what has been designated as the site of the Red Line maintenance shop and storage yard in the current plan. The site is roughly bounded by Franklin Street to the north, Amtrak to the south, Franklinton Road to the west and unimproved property to the east. Under terms and conditions to be set forth in the Master Agreement between the Parties, the City shall lease the Calverton Road grounds/properties to MTA under a 99-year lease, at \$1.00 per year, with such a lease containing a provision for renewal at the option of MTA. Such terms and conditions shall also provide that, with one exception, the City shall bear the costs of acquiring, building, and moving its existing operations to new replacement facilities. MTA's shall be responsible for the cost of relocating the City-managed utilities' administrative and operational functions (Storm water maintenance and Sewer maintenance) currently housed at Calverton Road. MTA shall also be responsible for the cost of demolition of City-



owned buildings on the Calverton Road site and for any other<sup>4</sup> utility abandonments/relocations directly attributable to MTA's use of the site for the new operations and maintenance facility.

The City intends to install a new sewer line across part of this property and, has redesigned it on a new alignment in order to accommodate the future Red Line maintenance shop and storage yard. MTA acknowledges that the redesign and incremental construction costs are the direct result of MTA's proposed use for this property. The Master Agreement will include provisions for cost reimbursement and for providing access to the site by City personnel for maintenance and inspection of the sewer and associated SWM devices.

g) *Western Downtown Tunnel Portal*

In order to support tunneling efforts under downtown, Fells Point and Canton, the MTA will need access to, and extensive use of<sup>5</sup>, the area within the U.S. Route 40 Lower Level corridor, in the general vicinity of Fremont Avenue. The MTA-developed contract documents shall provide that the tunnel contractor must maintain traffic on Franklin Street (westbound) and Mulberry Street (eastbound), and the City shall grant to MTA extensive rights of temporary construction easements.

h) *Central Avenue Storm Drain*

An existing major City storm drain exists in the bed of Central Avenue, crossing the path of the Red Line at Fleet Street. The Parties recognize that this structure, exceeding one hundred years in age and of an arch design having minimal cover, does not meet current design standards. Further, the Parties recognize that the City has intended to take remedial measures with respect to the storm drain; and currently has arranged for a consultant to develop a design/build contract request for proposals (RFP), in order to improve the drain between Eastern Avenue and Lancaster Street. The Red Line design team, and the City's consultant, will cooperate in defining design parameters within the City's RFP will accommodate the Red Line station to be built immediately east of Central Avenue and the Red Line tunnel which will cross under the drain.

i) *St. Casimir Park*

Under the current plan, the back of the sidewalk along the perimeter of St. Casimir Park, which is located on the north side of Boston Street between Lakewood Avenue and Kenwood Avenue, will be extended northward for six feet, impacting landscaping that is currently within public right of way. If the current plan is approved, MTA shall pay for replacing the landscaping, under terms and conditions to be set forth in the Master Agreement.

j) *Canton Waterfront Park*

Under the current plan, in order to accommodate the Red Line on Boston Street, the western driveway of the City-owned parking lot between the Canton Waterfront Park and the Inner Harbor Yard (opposite the boat ramp) will need to change from two-way operation to right out only. MTA, at its expense, shall design and construct a new signal that will be installed at the eastern driveway and remove the existing traffic signal. The City agrees to such changes.

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<sup>4</sup> By "other," the parties intend utilities other than the aforementioned sewer.

<sup>5</sup> As needed for contractors' offices, material storage, construction staging areas, slurry plants, etc.

*k) Bayview Intermodal Station*

Under the current plan, the Red Line will terminate in the east at a station that will be located north of the Johns Hopkins Medical Institutions campus at Bayview. The station will be interconnected to a proposed MTA MARC rail station and a City-constructed park and ride lot and future transit-oriented development.

It is the expectation of both parties that the MARC Station and the Park-and-Ride Lot are operational prior to the Red Line opening for revenue service. Subject to available funding, MTA agrees to act expeditiously in advancing design of the Bayview MARC station such that the project can be well-positioned for competitive federal transportation funds such as TIGER. The City agrees to coordinate its efforts with MTA such that the park-and-ride is open prior to operations of the MARC station.

*l) Other Properties*

As other impacted City-owned properties and/or facilities are identified, the Parties will seek to reach agreement on responsibilities and commitments. Such agreements may be accomplished under amendments to this MOU, or under the Master Agreement.

**F. Private Property Impacts in Baltimore City due to Red Line Construction**

1. General

- a) MTA anticipates that driveways, stairways, walkways, berms, lawns and landscaping on private properties at various locations will be impacted by construction of the Red Line.
- b) The City shall participate cooperatively with MTA, as needed, in negotiations with such property owners and in assisting with permits that may be needed for modifications to the owners' properties.

2. Acquisitions

Prior to the time of Red Line construction activities, the City shall acquire through its own action or with the assistance of third parties, any additional privately-owned land in Baltimore City that is necessary to widen the public ROW for the Red Line, at the request of MTA, in accordance with local, state and federal requirements. Acquisition of privately-owned land for widening public ROW, including any relocation and other expense associated with the acquisition process, shall be at MTA's expense.

The City shall cause to be enacted municipal ordinances in order to effect such acquisitions. In advance of FTA's issuance of the ROD, the Parties shall work together to develop the property acquisition process; so that property acquisitions may commence and proceed expeditiously when the ROD is issued. Upon request of the City, MTA shall prepare acquisition plats and shall supply support staff as needed to conduct the acquisitions effectively.

3. Commercial Properties

- a) MTA anticipates that commercial property driveways will be impacted by Red Line construction. In some cases, the impacts entail the removal of left-turn access/egress due to the presence of the Red Line transit-way in the median of the adjoining street. In other cases, a private driveway(s) may need to be consolidated (e.g. Safeway driveway on Boston Street) or a truck loading operation may need to be modified (e.g. West Marine truck loading dock south of

Boston Street). The City agrees to such changes/modifications, which will be more definitely set forth in the Master Agreement, and commits its staff to working cooperatively with MTA on implementation of those plans. The City will investigate mitigation strategies for the purpose of, directly or indirectly, compensating businesses for lost revenue as a result of Red Line construction activities.

- b) The MTA shall work cooperatively with the City and the property owner(s) in question to resolve the impact in a way that does not violate past developer's agreements between the City and the property owner and/or developer, and in a way that is satisfactory to all affected parties.
- c) The precise route of the Red Line north of Boston Street, as it extends along Haven Street, past O'Donnell Street, and further north near the existing Norfolk Southern Railroad right of way, has not yet been determined as of the date of this MOU. Certain negotiations with respect to route availability are in progress. Depending on the outcome of such negotiations, part or all of certain properties, including the Overflow Warehouse building at the west end of the O'Donnell Street Bridge and/or other properties bordering the Red Line corridor along Haven Street, may have to be acquired. If so, the City shall acquire such property at MTA's expense, and shall convey such property rights to MTA, under terms and conditions to be set forth in the Master Agreement between the Parties.
- d) MTA anticipates that the Red Line will require the closure of Alpha Commons Drive on the Johns Hopkins Bayview Medical Center Campus, and that such closure will require the realignment and extension of Cassell Drive north and south of Alpha Commons Drive. The City agrees to, and supports such proposals, and shall support MTA in negotiations with Johns Hopkins Health Systems and its partners (collectively, "Hopkins") in order to reach agreement on all property-related issues that involve past agreements between the City and Hopkins.

#### **G. Survey Controls**

1. MTA shall design the Red Line project using the North American Datum (NAD 83/91) coordinate system and North American Vertical Datum (NAVD 88) elevation controls.
2. MTA shall re-establish and/or relocate the City's survey monuments along the Red Line corridor which are disturbed by Red Line construction, and shall bear the costs of such monument adjustments.
3. Property acquisition plats shall be prepared so as to present the first point on metes and bounds descriptions in both NAD 83/91 coordinates and the Baltimore City Survey Control System.

#### **H. Other Future Considerations**

1. The Parties recognize that, upon completion and revenue operation of the Red Line, subsequent infrastructure improvements, maintenance activities, development, etc. in the vicinity of Red Line stations and transit ways will impact the rights and responsibilities of the Parties.
2. In the Master Agreement, the Parties will set forth their respective rights, duties, and responsibilities. Included in such a future statement will be the rights of the Parties to advance notification and review of plans and specifications for all work at and around the Red Line stations, transit ways, and appurtenances, whether such work is proposed by public or private entities; duties as to maintenance at and around Red Line stations,

transit ways, stormwater management devices, landscaping, appurtenances, and MTA bus shelters; and other considerations which are deemed appropriate for inclusion within the Master Agreement.

3. As a part of the Master Agreement, the Parties will explore the feasibility of establishing a new utility-free-zone/envelope along the Red Line transit way, so as to preclude the construction of new utilities except with concurrence of both Parties.

#### **I. City Sustainability Program**

MTA accepts the principles and goals set forth in the City Department of Transportation publication entitled "Design Green! Best Practices for Sustainable, Safe Street Design for the Red Line." At this stage of the Project, however, MTA is unable to make an unequivocal commitment to implementation of all of the Best Practices contained in the Design Green! publication. Nonetheless, MTA agrees to make best efforts to incorporate and honor the principles of Complete Streets and sustainable design and construction practices, including but not limited to the TreeBaltimore program, the re-use and recycling of materials, energy efficient design of the operations and maintenance facility and above ground and underground stations, removal of impervious surface along the de-designated section of I-70, the use of green track along previously designated sections of the Red Line, if judged practical and feasible, and other sustainable practices.

Consistent with applicable State statutes and Executive Orders and the City's Green Building ordinance, buildings will be designed to meet "LEED Silver" standards or equivalent. Completion of the certification process will be MTA's decision.

#### **J. Project Art**

MTA agrees to include public art as part of Red Line facilities. MTA agrees to make its best efforts to use local artists in its Red Line public art program and to advocate for the funding of such program through non-Red Line sources, such as the Transportation Enhancements Program. Baltimore's Office of Promotion & The Arts (BOPA) shall be included in the design review process referenced in Section A.4 of this MOU.

#### **K. General MOU Items**

1. This MOU does not establish any consideration from one party to the other for expenses related to meetings, coordination, or design.
2. This MOU will inure to the benefit of and bind both Parties and their respective successors or assigns; and any transaction with financial consequences agreed upon between the Parties will not be effective unless and until approved by the State of Maryland's Board of Public Works and the City's Board of Estimates.

#### **L. Equitable Participation by Local Governments**

In all matters relating to local government participation in the Red Line, MTA shall seek to establish equitable participation by and among the local governments. It is the City's expectation that MTA shall establish an MOU with other local governments affected by the Red Line in which terms are substantially similar to this MOU specifically regarding any matters in which cash, donations of assets such as right of way, or in-kind support such as staffing are to be made by a local government.

#### **M. Alternative Dispute Resolution**

The Parties agree to work cooperatively to resolve all disputes that might arise under this MOU. The Parties commit to providing notice of potential disputes regarding this MOU to

MPOC and to the CPOC. Should these two individuals not be able to resolve said disputes, each Party agrees that a designee of the Mayor and of the MTA Administrator and/or Secretary of Transportation will meet and work cooperatively to resolve said disputes.

#### **N. Notices**

Unless otherwise agreed or specified herein, all notices or other communications to either Party by the other pertaining to all matters herein shall be deemed to be given when made in writing and either personally delivered or deposited into the United States mail, postage prepaid, return receipt requested, or delivered by a recognized overnight delivery service to the following addresses:

##### **MTA:**

Maryland Transit Administration  
Transit Development and Delivery Group  
6 St. Paul Street  
Baltimore, Maryland 21202  
Attn: Henry Kay, Executive Director

##### **Baltimore City:**

Baltimore City Department of  
Transportation  
417 East Fayette Street  
Baltimore, Maryland 21202  
Attn: Danyell Diggs, Red Line Coordinator

With a copy to:  
City Solicitor  
Room 101, City Hall  
Baltimore, Md. 21202

#### **O. Funding**

Although the precise level of the City's financial share of the Red Line project costs has not been determined at this time, the Parties anticipate that such a level will be negotiated and set forth within the Master Agreement. By commitment to the terms of this MOU, as previously noted, the City expects to share in the costs of the Red Line project through a variety of in-kind contributions, including dedication or leasing of City-owned property, relocation of City-owned facilities, and through other capital improvements. MTA will support the City's effort to have such in-kind contributions recognized, and credited, as eligible project cost contributions. Both Parties understand that the extent such in-kind contributions will be recognized as eligible and the value of such contributions will depend on determinations from the Maryland General Assembly and/or the FTA. Both Parties also recognize that the Master Agreement may require some definition of "eligibility" under the principle that work performed over and above that reasonably required to accommodate Red Line construction and operation might not be considered as an obligation of the MTA, or as a City capital contribution to the Red Line program. Further fair and reasonable contributions by the City to the project cost shall be the subject of negotiations at a future date.

#### **P. Amendments to MOU**

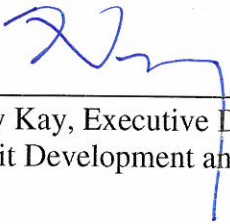
Any amendments to this MOU shall be in writing, with the consent of the Parties and approved with the same formality as this MOU.

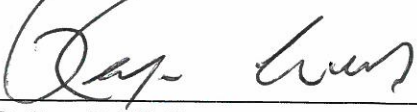
IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be properly executed by their duly authorized representatives:

WITNESS/ATTEST:


MARYLAND DEPARTMENT OF  
TRANSPORTATION

BY: :MARYLAND TRANSIT  
ADMINISTRATION:

  
Henry Kay, Executive Director  
Transit Development and Delivery

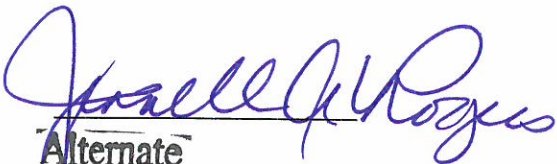
  
Ralign T. Wells  
Administrator

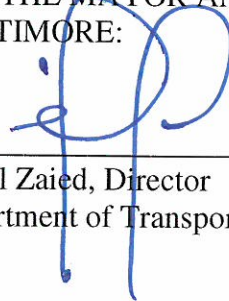
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
FOR THE MARYLAND TRANSIT  
ADMINISTRATION:

  
Linda Strozyk, Esq.  
Assistant Attorney General

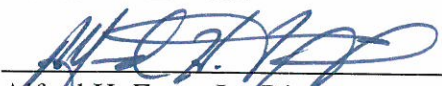
WITNESS/ATTEST:

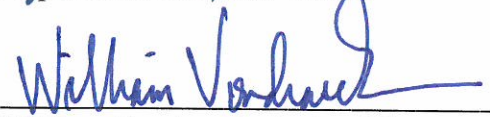
FOR THE MAYOR AND CITY COUNCIL OF  
BALTIMORE:

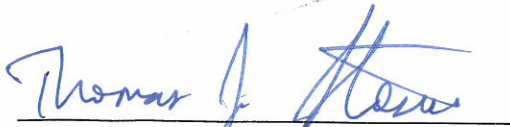
  
Alternate

  
Khalil Zaied, Director  
Department of Transportation (Seal)

CONSENTED TO:

  
Alfred H. Foxx, Jr., Director  
Department of Public Works

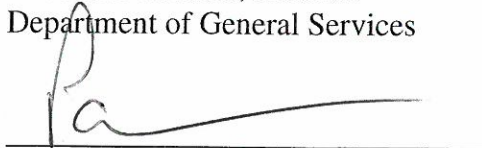
  
William Vondrasek, Acting Director  
Department of Recreation & Parks



Tom Stosur, Director  
Department of Planning

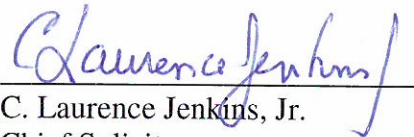


Theodore Atwood, Director  
Department of General Services



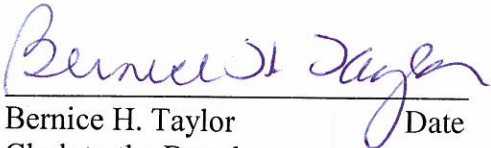
Paul Graziano, Commissioner  
Department of Housing & Community  
Development

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
FOR THE MAYOR AND  
CITY COUNCIL OF BALTIMORE



C. Laurence Jenkins, Jr.  
Chief Solicitor

APPROVED BY THE BOARD OF ESTIMATES:



Bernice H. Taylor  
Clerk to the Board

Date

OCT 24 2012