

## **Board Packet of Supporting Materials**

### **Meeting of January 11, 2017**

i. Agenda

1. Draft Minutes of the Regular Meeting of the Board on December 21, 2016
2. Draft Minutes of the Executive Sessions of the Board on September 16, 2015, October 21, 2015, February 24, 2016, October 19, 2016, and December 21, 2016
3. Proposed Amendment to the Cambridge Center Development Agreements
  - a) Staff Memo
  - b) Draft Development Agreement
  - c) Design Develop and Document Approval Procedure

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5. Proposed 2017 Seasonal Food Truck RFP for Third and Binney
    - a) Staff Memo
    - b) Draft RFP
  6. Proposed CRA Deaccession Policy
    - a) Staff Memo
    - b) Draft Deaccession Policy
    - c) Deaccession Report for the Octahedron Sculpture
  7. Monthly Staff Report and Financial Update

*(Document numbering altered to reflect agenda item numbers)*

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## NOTICE OF MEETING

Pursuant to the Massachusetts Open Meeting Law, M.G.L. c. 30A, §§ 18-25, notice is hereby given of a meeting of the Cambridge Redevelopment Authority (CRA) to take place as follows:

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**Regular Board Meeting**  
**Wednesday, January 11, 2017 at 5:30 PM**  
Cambridge Police Department  
First Floor Community Room  
125 Sixth Street  
Cambridge, Massachusetts 02142

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## MEETING AGENDA

The following is a proposed agenda containing the items the Chair of the CRA reasonably anticipates will be discussed at the meeting:

Call

Public Comment

Minutes

1. Motion: *To accept the minutes of the Regular Meeting of the Board on December 21, 2016 \**
2. Motion: *To accept the minutes of the Executive Sessions of the Board on September 16, 2015, October 21, 2015, February 24, 2016, October 19, 2016, and December 21, 2016 \**

Communications

Reports, Motions and Discussion Items

3. Update: Proposed Amendment to the Cambridge Center Development Agreements (Mr. Evans) \*

*Motion: To approve the proposed amendment to the Cambridge Center Development Agreement to provide for additional development rights as allowed under the 10<sup>th</sup> amendment to the Kendall Square Urban Renewal Plan*

4. Update: Foundry Redevelopment Project (Mr. Evans)
5. Report: Proposed 2017 Seasonal Food Truck RFP for Third and Binney (Mr. Peralta) \*
6. Report: Proposed CRA Deaccession Policy and Octahedron Sculpture (Mr. Zogg) \*

*Motion: To adopt the proposed Deaccession Policy for Public Art owned by the Cambridge Redevelopment Authority*

*Motion: To authorize staff to initiate the Deaccession Process for the Octahedron Sculpture*

7. Monthly Staff Report and Financial Update (Mr. Evans) \*

*Motion: To designate the Executive Director to function as the Records Access Officer for the Cambridge Redevelopment Authority*

Adjournment

(\*) Supporting material to be posted at: [www.cambridgeredevelopment.org/next-meeting/](http://www.cambridgeredevelopment.org/next-meeting/)

Upcoming Meetings:

- Special Joint Meeting of the CRA Board and the Cambridge Planning Board regarding the KSURP/MXD Infill Development Concept Plan – January 17, 2017
- Annual Meeting of the CRA Board – February 15, 2017

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The Cambridge Redevelopment Authority is a “local public body” for the purpose of the Open Meeting Law pursuant to M. G. L. c. 30A, § 18. M. G. L. c. 30A, § 20, provides, in relevant part:

- (b) *Except in an emergency, in addition to any notice otherwise required by law, a public body shall post notice of every meeting at least 48 hours prior to such meeting, excluding Saturdays, Sundays and legal holidays. In an emergency, a public body shall post notice as soon as reasonably possible prior to such meeting. Notice shall be printed in a legible, easily understandable format and shall contain the date, time and place of such meeting and a listing of topics that the chair reasonably anticipates will be discussed at the meeting.*
- (c) *For meetings of a local public body, notice shall be filed with the municipal clerk and posted in a manner conspicuously visible to the public at all hours in or on the municipal building in which the clerk's office is located.*

Regular Board Meeting  
Cambridge Redevelopment Authority

Wednesday, December 21, 2016, 5:30pm  
Robert Healy Public Safety Center / Cambridge Police Station / Community Room  
125 Sixth Street, Cambridge, MA

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FINAL Regular Board Meeting Minutes

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**Call**

CRA Chair Kathleen Born called the meeting at 5:39 p.m.

The CRA Office Manager and a member of the public will be recording the meeting.

Other Board members present were Vice Chair Margaret Drury, Treasurer Christopher Bator, Assistant Treasurer Conrad Crawford, and Assistant Secretary Barry Zevin. CRA staff members present were Tom Evans, Ellen Shore, Carlos Peralta, and Jason Zogg. Kathryn Madden and CRA attorney Jeff Mullan are expected later.

**Public Comment**

There were no requests to enter a comment.

A motion to close the public comment portion of the meeting was moved and carried unanimously.

**Minutes**

**1. Motion: To accept the minutes of the August Meeting of the Board on November 16, 2016**

Ms. Born noted that some minor edits were given to Ms. Shore before the meeting. The placement of a quoted statement was discussed by Ms. Born and the newspaper reporter, Chloe Reichel, who was in attendance.

*A motion to accept the minutes of the Board meeting October 19, 2016 and place them on file carried unanimously.*

**Communications**

**2. Staff Report regarding 101 Rogers Street from Charles Sullivan Executive Director of Cambridge Historic Commission dated 11.28.16**

Mr. Evans said that this item can be included with agenda item #6 but noted that the Commission will be hearing the case on January 5, 2017. The CRA will be attending, as will the City as the owners, and will be allowed to speak to the Commission directly. Mr. Evans did not believe the Foundry is a threatened building.

**3. Communication regarding the Foundry from Cambridge Non-Profit Coalition dated 11.30.16**

Ms. Born suggested that this item also be included with agenda item #6.

#### **4. Communication regarding the Foundry from East Cambridge Planning Team dated 12.3.16**

Ms. Born suggested incorporating discussion regarding this email into the agenda item #5.

The communication files will be placed on file at the time of the related item's discussion.

#### **Reports, Motions and Discussion Items**

#### **5. Report: Infill Development Concept Plan and Proposed Amendment to the Cambridge Center Development Agreement**

Mr. Evans noted that two items regarding the Development Agreement would be discussed in tonight's Executive Session. The first item is the actual development payment - its timing and what counts as infrastructure. The second item is the process of design review, which is Exhibit C in the initial development agreement but because this was written years ago, the technical steps for submission need to be updated. In addition, the joint review process by the Planning Board (PB) and CRA Boards needs to be integrated into the agreement. In November, Mr. Zogg showed the Board a draft flowchart of responsibilities to move through the Infill Development Concept Plan process. Both Boards would reflect on the schematic design. After approved, the design development documents and construction documents would be staff reviewed. Negotiations regarding the Development Agreement are currently occurring with the City and Boston Properties (BP) and are close to being finalized.

The joint CRA and PB hearing in September included a quorum of the PB which could not be brought together again so a continuation of that hearing could not occur. As part of the Special Permit process, a new quorum needed to be formed which needs to meet jointly with CRA. Mr. Evans stated that the PB meeting last night was a catch-up for the new quorum as well as a briefing of the design changes made in response to comments. He added that there was not much new material discussed that the CRA Board had not heard. Some of the main topics discussed were wind, circulation issues in the drive aisles, and concern for the loss of trees in the revised design plans. The North Garage and the creation of a recreation facility and/or enhanced open space which is noted in the distributed memo from the East Cambridge Planning Team (ECPT), were discussed at the PB meeting. Testimony from the ECPT and the Cambridge Residence Alliance was given at the PB meeting and reinforced the concern. Mr. Evans stated that the current proposal for the top of the North Garage has some open space and solar panels to address the sustainability aspects of the project. Technical analysis is needed to meet the City's requirement while enhancing open space.

Mr. Evans added that the PB also discussed the testimony given on the effects that the proposed new bike path could have on the trees on the Sixth Street walkway. Arborists are now looking at the viability of the planned permeable surface. Mr. Evans noted that permeable surfaces require deeper digging. Mr. Zevin shares those concerns. Mr. Evans said that the CRA is very sensitive to the design. He added that the Grand Junction project added a path near trees which seem to be doing okay. Mr. Zevin feels it is appropriate for the rooftop to be solely for the many residents. He added that it would be difficult to get to nonresidents to the rooftop. He also stated that building a swimming pool on the rooftop doesn't make sense and wants to push back on this request. Mr. Evans said that public open space versus private open space for residents versus solar energy could be worked out at the building's schematic design. Mr. Crawford feels that the human needs of the building's open space overrule a solar industrial production facility. He also stated that established older trees near the Emerald Necklace's active bike paths have survived. Three discussions at the PB meeting centered around trees - along the current walkway, along the garage today, and next to 145 Broadway as wind mitigation.

Ms. Born stated that some of the issues mentioned in the ECPT letter are components of a major facility. The Volpe site could be better planned for these rooftop uses. MIT knows how to run those facilities. Mr. Evans stated that the neighborhood fees that the private arrangements for swimming pools and other facilities have not been satisfactory met. He said that a few people mentioned that since the Binney Park is so small, the residential building should take up that area, move north, closer to Binney Street, thereby increasing the size of the open space on the roof. Although that Binney Park is coveted open space and

the EIR stated honoring such areas, Mr. Evans said that this could be investigated. However the programming for both those parks, their proposed landscaping and the amount of sunlight on the north-side need to be considered in the decision.

In response to Ms. Born, Mr. Evans stated that while there is still some flux on the open space design, the PB was mostly positive about the architecture of 145 Broadway. They felt that the proposed changes were improvements particularly to the ground floor retail space and the arrangement of the “jenga pieces.” Ms. Born noted that it is important that the CRA Board be included in non-building design decisions. Mr. Evans said that the design review document is being written to address open space design review.

Mr. John Hawkinson stated that he also attended the PB meeting and the ECPT expressed that the public improvements of the project didn’t match the size of the project as compared to the other side of the project which got a skating rink, canoe rentals, and Rogers Street Park. He added that with the Volpe development, there was an expectation that the Sixth Street path could shift to the south. Mr. Evans noted that some of the pedestrian traffic could be absorbed by Fifth Street but the City’s bike plan has shown a key corridor along 6<sup>th</sup> Street from Cambridge Street running through to Vassar to the river. Lastly, Mr. Hawkinson said that the PB mentioned that the building design was getting better each time and will most likely give their accolades at the January 17 meeting.

Ms. Heather Hoffman added the crab apples on Binney Street were mentioned as well.

Ms. Born stated that the CRA will be receiving money intended for community developments so if BP doesn’t do it, the CRA has the option of applying the funds. Ms. Hoffman said that history has shown that over decades, BP has not shared like the other developers have. Even when BP committed to improvements, they need to be pushed to follow through. Ms. Hoffman suggested communicating the income from the sale of development rights and the associated community benefits. Ms. Drury noted that the CRA had a big strategic planning meeting for the public to express how funds should be used. Mr. Evans said that affordable housing and transportation were concerns heard at that meeting and the CRA has done good acting on these. Mr. Evans said that the CRA can do a better job communicating this information.

Mr. Bator said that the perception will change when the CRA does things with the development funds. The CRA has voiced the goal to take the wealth and distribute it citywide. It’s hard to change perception if people aren’t paying attention. The CRA needs more outreach to get the word out. Mr. Hawkinson said that there is no connection between the project and the work of the CRA Board. Ms. Born noted that one of the components for the mitigation of this project required BP to build a dedicated raised cycle track. Ms. Drury added that transportation funding and lowering the number of cars which helps the environment are important contributions. In response to Mr. Crawford’s question about the survey mentioned in the ECPT memo, Ms. Hoffman said that 80% of the respondents were not members of the ECPT. There was a discussion about the extent of its distribution. Ms. Born noted that the City does a survey biannually that is sent to every household. There is also a telephone sampling survey.

## **5. Discussion: Foundry Redevelopment Project**

Ms. Born noted that Ms. Kathryn Madden, CRA attorney Mr. Jeff Mullan, and members of the Foundry Advisory Committee (FAC) members Ms. Deborah Ruhe and Ms. Folakemi Alalade were present.

Mr. Evans summarized that there are many concerns about the current proposal coming from ECPT, the Cambridge Nonprofit Coalition, and some City Councilors regarding the level of public space and reserved community space of the project. CRA staff is in contact with CIC and has relayed these concerns. A solution with respect to governance and programming has not yet been satisfactorily resolved. The City recognizes that this is the CRA process. Mr. Evans said that the process is somewhat stuck. Currently, there is a motion on the table at City Council. Mentioned in the Council order is a notion that the Foundry would be torn down and replaced with something bigger. The Historical Commission received a request to landmark the building. The CRA has explained to the Commission that there is nothing in the lease from

the City or the proposal from CIC for substantial demolition. Mr. Evans noted that the FAC members have devoted a great deal of time and helpful feedback and are aware of the current situation.

Ms. Madden said that there is likelihood for more City money which would create a new procurement process. Mr. Evans added that some City Council members said that they would have been willing to put more money into the project from the beginning. The CRA is following the initial Council order which specified certain numbers. The City Manager has not taken a position on extra funding so as not to disrupt the current procurement. Mr. Evans stated that it is a challenge moving ahead in the current climate.

Mr. Zevin noted that implications of restoring a landmarked building need to be understood. Ms. Madden said that Mr. Sullivan from the Historical Commission has been aware of the project from the beginning and had informed staff on appropriate wording for the RFP regarding the envelope of the building. Mr. Evans added that land-marking has different thresholds. Ms. Born said that if the building were to be landmarked, it would add another layer of review and permitting which isn't necessarily bad. There was a discussion about the implications.

Ms. Born suggested waiting for a decision on the petition from the Historical Commission. Mr. Evans said he would attend the January 5 Historical Commission hearing and present the objectives in Demonstration Plan that specifically reference preservation and enhancement of the historic features of the building. Mr. Bator restated that the CRA's financial commitment is significant, and more money cannot be offered at this time in the CRA's current financial situation. Mr. Evan noted that no one has mentioned more CRA money. Ms. Born thanked the staff, the consultants, and the members of the Foundry Advisory Committee. Ms. Born restated that this is not a failure but a step along the way. The time spent has provided useful lessons learned. She reiterated that this CRA Board values public confidence and public trust. Even though the process was started with the full support of the Council on two Council orders, the CRA Board understands when its elected officials have second thoughts and want to be responsive to them. Ms. Born suggested closing this phase of the process.

The goal is still finding a redeveloper and operator within the terms of the lease. The CRA is still a tenant. Staff will need to rethink the process. Mr. Evans stated that the operation of the building is best done with involvement by a private nonprofit agency. Depending on the percentage of public money in a capital project, the project becomes a construction project. According to the lease, the DPW is responsible for the interim maintenance of the building. Ms. Madden thinks that the project will have to have some element of private capital dollars. In response to Mr. Zevin, Mr. Evans will be getting a better survey of the building. CIC/Graffito is noted as tentatively designated. The CRA is only obligated to try to negotiate a sublease with them, which is stuck. Mr. Evans noted that there is no wrong-doing by any party. This is not the conclusion that either party wanted to reach. However, the CRA has met the terms of the procurement that were based on a Council order which has come to an end because a satisfactory conclusion cannot be reached. Mr. Evans noted that having one bidder could have been a sign of a difficult situation. At the request of Ms. Born, Mr. Evans explained why a new procurement process is needed and the time that would take. Although redevelopment authorities are given some flexibility than other government agencies with respect to procurements and processes, the CRA wanted to have a competitive bidding process. The Demonstration Plan outlined that the project would include \$6 million from the City towards capital funds and \$2 million from the CRA towards operating costs. If these amounts increase, entities which did not participate beforehand might want to do so now. A new procurement is fairer to the development community as well as to the CRA for getting more participation. Mr. Evans noted that future requests should be more prescriptive.

Mr. Mullan elaborated. The CRA designed the procurement process. It has an exemption from the typical procurement that was laid out in the Demonstration Plan. The CRA decided not to be prescriptive in order to get knowledge from the private sector. He noted that CIC should be thanked and acknowledged for participating. The problem was that the circumstances which outlined the procurement had changed. Time was the enemy. He suggested a quicker turnaround for the second round. Get the processes locked in and bring it to conclusion because that's how the private sector operates. The deal cannot be closed with CIC since the rules have changed. The direction needs to change in a way that satisfies the public rather than force a situation that won't work. Ms. Born noted that the CRA listens to the public and can adapt its

course. Ms. Drury said that work needs to be done to have a successful second process. Mr. Evans suggested doing more work upfront to avoid a debate later on in the process. Ms. Born learned that the private sector views space as flexible and shareable but not everyone feels the same way. There was a discussion about shareable spaces and inclusivity. The CRA has learned a great deal from the process but suggested that the public might need to be educated as well as to what is possible and reasonable. In response to Mr. Zevin, Mr. Evans suggested that the City Council order on the table defines what is wanted by the City. He added that more CRA homework is needed on costs and income sources for operating and capital. The mission and objectives as written in the Demonstration Plan carry what the CRA has heard but there is more emphasis now on STEAM, especially the arts (A). Deborah Ruhe said that the challenge is aligning the expectations with the financial reality. Mr. Mullan suggested stronger market sounding, namely 1-on-1 discussions with developers. Private discussions allow developers to feel comfortable sharing their ideas which might not happen when other developers are in the same room. The CRA reached out to private industry with events but those events talked to the developer rather than with the developer. Mr. Zevin added that a successful shared use space might depend on what the uses are. While CIC is based on sharing spaces for people using laptops, an artist has different needs which might not work in shared spaces. Consensus is needed to determine who gets space in this building and for what use. A conversation with the City is needed. Ms. Madden said that the balance of the shared spaces was not right because there weren't any anchoring uses for the community. Trust in the governance of the space was a major issue. More money won't necessarily get more responses because of the increasingly political nature of the project, which could deter the private sector. The project needs to be managed so it gets done. Mr. Bator said that if the building can become an interesting building it will provide future interest in the area. Mr. Evans restated that the physical building needs to remain flexible for programming years from now. Ms. Born wants the building to serve the needs of all of Cambridge.

*The motion to terminate the procurement for the selection of a development entity for the Foundry redevelopment and direct staff to work with the City Manager, City staff, the Foundry Advisory committee, and members of the public on a strategy to move forward with monthly updates on the project from the Executive Director on the project was unanimously approved.*

Ms. Drury thanked Ms. Born for her positive and optimistic attitude and her inclusiveness.

## **6. Discussion: CRA Response to the East Cambridge Fire within the former Wellington-Harrington Urban Renewal Area**

Mr. Evans explained that this is the first Board meeting since the fire. The Wellington-Harrington area was a former redevelopment project and there is a long-term relationship with Just-A-Start (JAS). Mr. Evans wanted to discuss how the CRA might be able to help with redevelopment planning. Deborah Ruhe, JAS Executive Director, stated that 20 JAS units were affected by the fire. Sixteen units were in the church and it is questionable whether the church can be saved. The other 4 housing units at 40 York sustained some damage but should be back within the year. Of the 19 families affected, 17 have been rehoused as of today. Seventeen or so private homes were also impacted. In total, 130 people were displaced in 65-70 families. The area is blighted now. The JAS is the largest property owner.

An overall plan to rebuild the area, including the church, is being discussed. The property next door is being worked on and could be acquired. JAS is sensitive to the number of affordable housing units since the numbers are adequate. Ms. Ruhe is looking to brainstorm ideas. Getting community input is important.

Mr. Evans noted that the Mayor's Fund has been well funded from public response. The money is used for immediate assistance. Although the area is not an urban renewal project anymore, the CRA could explore, with the City, its commitment to assist with blight prevention. Mr. Bator said that it seems appropriate for the CRA to step forward. Ms. Born wants to be clear that the CRA will not take the area by eminent domain and redevelop it. Mr. Crawford is interested in the CRA being a strong part of what happens next. Ms. Hoffman said that people are afraid that it's going to be bought up by faceless developers and turned into something totally opposite than what it is today. Ms. Hoffman would like the CRA to participate in keeping the smaller scale housing. Mr. Zevin, who lives in the Wellington-Harrington area, said that the buildings



should be rebuilt in such a way that the situation won't repeat itself which might mean that the topology might change. There was a discussion about changes to the zoning in the area.

Mr. Evans will talk with the City and JAS and lend staff and technical assistance.

## **7. Update: Forward Fund 2016 and 2017**

Mr. Peralta said that most of the 2016 grant projects have been completed or will be completed in the beginning of 2017, with the exception of Magazine Beach which is waiting for the matching funds commitment letter from DCR. The status of the 2016 grants was included in the Board packet.

For 2017, the total budget for the fund has increased. Community outreach will be increased. New posters and cards will be distributed throughout the City. The website launch will be on January 23 with applications due by March 31. The Selection Committee should have their decisions by April 7 and winners will be presented to the Board at the April meeting.

Mr. Crawford noted the robust marketing plan. Mr. Bator wants to make sure everyone knows about the Fund, including the City Councillors. Mr. Bator wants to increase the scope dramatically in the future. Mr. Evans would also like to explore providing no interest loans in the future to stretch CRA funds and help nonprofits get access to larger funds.

## **8. Update: Binney, Broadway, Galileo Galilei Way Streetscape Design**

*Motion: To approve a contract amendment to the contract with Alta Planning and Design for an additional \$23,108, for an amount not to exceed \$318,108, in order to expand the scope of surveying services.*

Mr. Zogg said that the RFP that was written in the late summer and resulted in the selection of Alta Planning had three add alternates, all of which staff decided to execute. There were gaps in a survey for a corridor (add Alternate #2) which now proved to be more extensive once all the CAD files were obtained. In addition, multiple inconsistencies were found that needed to be corrected which required a scope change. After researching the cost and weighing the option of using a different and slightly less expensive surveyor, a decision was made to stick with SMC. The \$23,108 increase in prices for Alternate #2 increases the cost from \$14,000 to \$37,108 which increases the total cost of the project from \$295,000 to \$318,108.

In response to Mr. Zevin, Mr. Zogg explained that the 450 feet of Vassar Street is needed to properly design the Vassar/Main/Galileo intersection if the cycle track is expanded or redesigned. A protected cycle track doesn't drop down into the vehicle pavement which happens today. Mr. Evans added that turning curve cues are also involved in the decision.

Mr. Evans said that conceptual designs will be brought to the Board within the next few months. Mr. Zogg stated that a good base survey is better to have during design than during construction. The motion on the agenda was out of date.

*A motion was made to approve a contract amendment to the contract with Alta Planning and Design for an additional \$23,108, for an amount not to exceed \$318,108, in order to expand the scope of surveying services.*

A role call was taken.

Mr. Zevin - yes

Mr. Crawford - yes

Ms. Born - yes

Ms. Drury – yes

Mr. Bator – aye

The motion carried unanimously.

## 9. Discussion: Proposed 2017 Budget

*Motion: To approve the 2017 Budget for the Cambridge Redevelopment Authority*

Mr. Evans stated that this is actually a tentative budget since it will change when the development agreement with Boston Properties is finalized in the next few months. Other than the sizable income from the sale of development rights, the other income is mostly from investment interest and some revenue from the Food Truck program. Mr. Evans sees the potential for more work to be done in 2017 so an increase in staff at a planner level is expected. There will be an increase in benefits since Mr. Peralta was not included in the 2016 GIC and pension calculations. The budget has been increased for public outreach since some of the projects, including the recent discussion regarding Wellington-Harrington, will require larger meetings and discussions. Most of the outreach that was done in 2016 was paid for by Boston Properties as it focused on the Infill Development Concept Plan (IDCP). Rent will increase since the lease, which expires in 2018, has an escalator of 2% each year. As part of the IDCP, the innovation space will be located at 255 Main Street which is the location of the current CRA office. Relocating into the Foundry does not look promising at this time so other alternatives will be investigated. Telecommunication increased due to recently improved cell phone policy and the need more for more IT support as staff grows. There is a significant increase in landscaping. The 2016 actual amount only represents services on the Grand Junction from the time the CRA took over the maintenance of the park starting at the end of the summer. In professional services, most of the categories remain consistent with 2016. The bulk of the Alta Planning streetscape contract costs fall in 2017. This is due to delays in the survey work that Mr. Zogg mentioned as well as involved discussions with the City regarding street-width decisions. The redevelopment investments for the Foundry are a place holder. The maturing CD would be designated for Foundry.

Without including the income from the development rights, this budget shows a substantial net loss for the year. The proposed budget has been discussed with the Treasurer and Assistant Treasurer. Mr. Evans mentioned some other adjustments (shown in blue on the left side) - changes to category names and an aggregation of the office supplies account with the office expenses account.

Mr. Evans explained that the money dedicated to the redevelopment investments for the Foundry might not be an actual expense but a transfer of money from one bank to another. The money is not being spent but there is a commitment to hold it for the project. There was a confusion of the capital costs amount of \$120,000. Mr. Evans stated that this should be \$12,000 to match the income from the Food Trucks which would go into improvements and programming on the parcel. The 2016 actual capital expense was for work done on the Grand Junction. Mr. Hawkinson notice the budget mentions NStar which is now Eversource.

There was some confusion understanding the last line of the budget since the amount was in red (indicating a loss) but the negative sign wasn't noticed. The budget can be amended if necessary.

*A motion was made to change the capital cost expense from \$120,000 to \$12,000 and approve the 2017 Budget for the Cambridge Redevelopment Authority.*

A role call was taken.

Mr. Zevin - yes

Mr. Crawford - yes

Ms. Born - yes

Ms. Drury – yes

Mr. Bator – yes

The motion carried unanimously.

## 10. Monthly Staff Report and Financial Update

*Motion: To authorize the Executive Director and Treasurer to open a money market savings account with Cambridge Trust to provide an interest bearing account alongside the current operational checking account*

There are two operating accounts, one in Boston Private that is tied to payroll and one in Cambridge Trust that is used for all other checks. CRA tends to have a substantial amount of funding in the latter account. Staff met with Cambridge Trust to see if a portion of the sizable funds could sit in a money market account earning something and have a mechanism for transferring money between the checking and new money market account. Per CRA bylaws, an action of the Board is needed to open a new account.

The technology shift to a different server system has had a few bumps. There are advantages and disadvantages. On the future calendar, staff will present some streetscape designs and the Infill Development Concept Plan. Since the Planning Board is meeting on January 17, the CRA will move its January 18<sup>th</sup> meeting to January 11<sup>th</sup> and have an abbreviated meeting with hopefully a resolution to the Development Agreement with Boston Properties (BP). Staff will also present an Art Deaccession Policy which is recommended to take public art out of commission and appropriate for discussions regarding the Octahedron. The Galaxy Park had an official opening and the furniture is now being installed. There have been some discussions with MIT and Boston Properties for having an innovative tech-art farmer's market-like day on the plaza. With respect to 88 Ames Street, the covenant for the roof top open space with BP was finalized and that development agreement has been executed. This took a long time to accomplish because of the complicated logistics of BP's overlapping ownership underneath the garage. Due to the City putting a hold on some projects, some anticipated design and planning work was not done in 2016 so the actual professional services expenses are lower than what was budgeted. The Grand Junction was the largest expense with its major capital outlay, followed by expenses for staff and legal work on the Foundry and MXD. In 2017, Mr. Evans expects less physical investment and more planning and technical work.

*A motion to authorize the Executive Director and Treasurer to open a money market savings account with Cambridge Trust to provide an interest bearing account alongside the current operational checking account carried unanimously.*

#### **11. Update: OPEB Trust \***

*Motion: To adopt Chapter MGL Chapter 32B, Section 20, as amended on August 4, 2016 and effective November 7, 2016, to allow the creation of a single employer OPEB Trust Account.*

*Motion: To approve and declare the opening of an irrevocable OPEB Trust Fund account.*

*Motion: To approve an update to the CRA Investment Policy Section F regarding OPEB Trust Funds.*

Mr. Evans said that this topic has been discussed before as it appeared on previous audits. However, State law needed to change to allow the CRA to move forward. Effective November 7, the CRA is now authorized to create an OPEB trust account. There are three actions needed by the Board as specified in the three motions – adopt the law, approve and declare the opening of the trust and then modify the CRA investment policy to allow funds in this trust to be invested more aggressively. Per the GASB standards, a 7% rate of return is suggested. Other CRA investments are targeting a lower percentage. The trust management which is structured by state law, unless otherwise chosen, specifies the Board to be the governing body and the Treasurer of the Board to be the trustee. The account manager was selected from three choices. Two were banks that were recommended by the former consulting accountant and the other was the CRA's existing investment manager. One bank was seriously considered as they offered informative documents and technical expertise. However, staff and the Treasurers decided to use Morgan Stanley since they currently handle CRA investments and understand the CRA's full portfolio, there would be only one statement although it will have two separate accounts, the City uses Morgan Stanley for both their general investment and OPEB funds, and there is a good working relationship with the Morgan Stanley representative. Changes to the investment policy are needed to allow the OPEB funds to be invested more aggressively with a higher risk profile, allowing up to 60% of un-collateralized investments. Mr. Evans stated that the amount of investment at this time is relatively small, starting with about \$7,000 per year. Employer contributions to this account are irrevocable and assets are dedicated to providing medical benefits to retirees. As per the actuarial report, the CRA would be able to fund its entire OPEB liability in 30 years (2046) assuming the target interest rate of 7%. By annual funding and more aggressive investing, the

CRA reduces its liability to pay these benefits in the future no matter what happens to the CRA. The CRA is required to analyze the obligation but not fund it. However, this item appeared on the auditor's management letter and it is a best practice to follow the suggestion.

*The motion was made to adopt Chapter MGL Chapter 32B, Section 20, as amended on August 4, 2016 and effective November 7, 2016, to allow the creation of a single employer OPEB Trust Account.*

A role call was taken.  
Mr. Bator – yes  
Ms. Drury – yes  
Ms. Born – yes  
Mr. Crawford - yes  
Mr. Zevin - yes  
The motion carried unanimously.

*The motion was made to approve and declare the opening of an irrevocable OPEB Trust Fund account.*

A role call was taken.  
Mr. Bator – yes  
Ms. Drury – yes  
Ms. Born – yes  
Mr. Crawford - yes  
Mr. Zevin - yes  
The motion carried unanimously.

*The motion was made to approve an update to the CRA Investment Policy Section F regarding OPEB Trust Funds.*

A role call was taken.  
Mr. Zevin - yes  
Mr. Crawford - yes  
Ms. Born - yes  
Ms. Drury – yes  
Mr. Bator – yes  
The motion carried unanimously

The Board will now convene in Executive Session for the purpose of discussing the terms of the Cambridge Center Development Agreements. Conducting the discussion in open meeting may have a detrimental effect on the negotiating position of the CRA with the designated redeveloper.

As the Board has concluded all of the business set forth on the regular, the Board will not reconvene in open session thereafter.

The motion was made to adjourn the regular Board meeting and move to Executive Session..

A role call was taken.  
Mr. Bator – yes  
Ms. Drury – yes  
Ms. Born – yes  
Mr. Crawford - yes  
Mr. Zevin - yes  
The motion carried unanimously and the Board move to Executive Session at 8:42 p.m.

Executive Session of CRA Regular Meeting  
Cambridge Redevelopment Authority

September 16, 2015  
Robert Healy Public Safety Center / Cambridge Police Station  
125 Sixth Street  
Community Room

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DRAFT EXECUTIVE SESSION MEETING MINUTES

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**Board Members In Attendance:** Mr. Christopher Bator, Ms. Kathleen Born, Mr. Conrad Crawford, Ms. Margaret Drury, and Mr. Barry Zevin

Executive Session began at 9:07PM, after the close of the Regular Board Meeting.

Executive Director Tom Evans introduced the discussion by revisiting the status of the KSURP amendment and the zoning petition process. He then provided an outline of the existing Cambridge Center Development Agreement for Parcel Two and for Parcels Three and Four. He reminded the Board that development revenue from projects in the MXD district are the CRA's primary source of revenue, and has been for many years. With the exception of the anticipated income from the Ames Street project, this revenue would likely come in large quantities every few years, as it has in the past.

It was discussed that the formula for calculating the purchase price for development rights had been modified such that the purchase price for development on Parcel Two was higher than for Parcels Three and Four. Mr. Evans explained that under the current development agreement, the Parcel 2 GFA development payment would equal \$69.20 per square foot in 2015. It was further explained that more recent transactions for the 75 Ames Street Development (Broad Institute) and the Residential Ames Street Project had set the purchase price differently, presumably to incentivize the construction of housing. Moving forward, this might be a policy the CRA would want to consider, especially providing for greater affordable housing in the project. Mr. Evans referenced previous analysis done by HR&A Advisors regarding the feasibility of higher percentages of affordable housing in Kendall Square residential developments.

Mr. Evans wanted the Board to be aware of the financial terms of the Development Agreement so that staff could begin discussing public benefits that could arise from the CRA's financial interest. The Board cautioned staff from getting too specific at this time, but that an estimated figure of future development revenue might be a piece of information worth discussing. It was agreed that further discussions regarding the Development Agreement economics in Executive Session was warranted

Meeting adjourned at 10:10 PM.

Executive Session of CRA Regular Meeting  
Cambridge Redevelopment Authority

October 21, 2015  
Robert Healy Public Safety Center / Cambridge Police Station  
125 Sixth Street  
Community Room

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## DRAFT EXECUTIVE SESSION MEETING MINUTES

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**Board Members In Attendance:** Ms. Kathleen Born, Ms. Margaret Drury, Mr. Barry Zevin

Executive Session began at 7:49 PM, after the close of the Regular Board Meeting.

Executive Director Tom Evans provided the CRA Board with an update on the value of development rights across the different parcels, and the potential timing of this development under the plans as shown in the EIR. While development on Parcel Two would result in payments of \$69.20 per square foot in 2015, development on Parcel Four, above Three Cambridge Center would have a lower purchase price of \$51.90. Mr. Evans explained that this development is anticipated to take place much later. The schedule for development payments from the Whitehead and the Broad Expansion into mechanical space would be subject to a different set of agreements. The impacts of various elements of the zoning proposal were discussed, including how to treat exempt GFA such as middle-income housing, small-scale retail, retail and innovation space in the purchase price calculations. Staff explained that it was unclear if there could be payment for square footage exempt from the GFA cap, especially for uses required per zoning.

Staff also updated the Board on the discussions regarding the proposed transit fund contemplated in the EIR. The formula utilized in determining a mitigation cost came to \$10 per square foot if assessed just on commercial development, as proposed. Boston Properties has supported the program throughout the MEPA process, but requested a conversation of cost sharing for the program with the CRA through a reduction in the development payments. The Board discussed its role in determining how such funds would be used given any potential discounting of its revenue for the program.

The Executive Director outlined some of the redevelopment programs that could be expanded assuming the financial terms of the development agreement remained similar to the current documents. These included expansions of the Forward Fund, increased contribution to the Foundry projects operational reserve, support for the EcoDistrict, and improvements/programming at existing CRA open spaces. Other areas for potential strategic planning might involve workforce development programs, public art programs, or involvement with Vail Court. The Board emphasized the need to project long-term operating expenses and explore investment opportunities if the zoning was approved and the future development became more real.

Meeting adjourned at 8:45 PM.



Executive Session of CRA Regular Meeting  
Cambridge Redevelopment Authority

February 24, 2016  
Robert Healy Public Safety Center / Cambridge Police Station  
125 Sixth Street  
Community Room

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DRAFT EXECUTIVE SESSION MEETING MINUTES

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**Board Members In Attendance:** Mr. Christopher Bator, Ms. Kathleen Born, Mr. Conrad Crawford, Ms. Margaret Drury, Mr. Barry Zevin

Executive Session began at 7:47 PM, after the close of the Annual Meeting of the CRA Board.

Executive Director Tom Evans initiated the discussion with an update on the Kendall Square Urban Renewal Plan amendment, which was still before the state for review. He noted for context the transition of the project manager for the MXD project at Boston Properties and revised plans that had been discussed by Boston Properties placing all the new development allowed by the MXD petition on the north parcel. While the shift of the development to the north would potentially have some financial benefits under the existing development agreement formula, these modifications would need further environmental review and urban design consideration.

Given the zoning approval and the sense that Boston Properties was moving ahead with new development plans, Mr. Evans felt that it was time to begin to discuss with the Board the purchase price in the Development Agreement, utilizing some real estate finance work conducted by HR&A advisors for the City and the CRA to analyze the Volpe zoning proposal. While the infrastructure costs and mitigation expenses are not known, utilizing figures from the Volpe analysis, HR&A had estimated the current value of GFA for commercial development was somewhat greater than the purchase price for GFA in the Parcel Two Development Agreement. The Board members discussed the merits of reopening negotiations for the purchase price verses sticking with the existing financial deal.

Meeting adjourned at 8:55 PM.

Executive Session of CRA Regular Meeting  
Cambridge Redevelopment Authority

October 19, 2016  
Robert Healy Public Safety Center / Cambridge Police Station  
125 Sixth Street  
Community Room

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DRAFT EXECUTIVE SESSION MEETING MINUTES

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**Board Members In Attendance:** Mr. Christopher Bator, Ms. Kathleen Born, Mr. Conrad Crawford, Ms. Margaret Drury, Mr. Barry Zevin

Executive Session began at 7:31 PM, after the close of the Regular Board Meeting.

The CRA Board was joined by Jeff Mullan of Foley Hoag and Shuprotim Bhaumik of HR&A Advisors. Executive Director, Tom Evans, opened the session with a brief update on the status of the Infill Development Concept Plan and the background related to the Cambridge Center Development Agreement.

Mr. Mullan presented a summary of the draft Development Agreement amendment and walked through elements of the document. He explained that the terms of the purchase price in the draft under discussion were consistent with the existing agreement. The Infill GFA price for office and R&D was subject to a 200% escalator, while other land uses, notably residential development was not subject to the escalator, as outlined in the Parcel Two Development Agreement, as amended in 1991. Consistent with the original agreement, exempt GFA does not contribute to development payments. Mr. Evans highlighted issues of ongoing discussion with Boston Properties, which include cost sharing for development mitigations. To date, staff had offered that the CRA might fund half of the Kendall Square Transit Enhancement Program, as this was new a program and cost factor that had not been part of the original deal or subsequent amendments.

Mr. Bhaumik provided an overview of their methodology for valuing residual land value in Kendall Square. He explained the assumptions for construction costs and prospective rents for commercial and residential uses. He reviewed the sensitivity land value has to changes in those assumptions. He emphasized that their construction costs did not account for off site infrastructure such as open space improvements or mitigations related to sustainability, water, sewer, or transportation. While the extent of those costs are unknown, he expressed confidence that with the strength of the Kendall Square market, the purchase price for GFA under discussion provided a feasible development project.

The Board emphasized their expectation to finalize the Development Agreement terms prior to making a final approval of the Infill Development Concept Plan. The Board, staff, and consultants discussed various technical issues related to both the financial analysis and the draft Development Agreement. Staff explained that the design review process was still under discussion between Boston Properties and CDD staff.



Meeting adjourned at 9:25 PM.

Executive Session of CRA Regular Meeting  
Cambridge Redevelopment Authority

December 21, 2016  
Robert Healy Public Safety Center / Cambridge Police Station  
125 Sixth Street  
Community Room

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## DRAFT EXECUTIVE SESSION MEETING MINUTES

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**Board Members In Attendance:** Mr. Christopher Bator, Ms. Kathleen Born, Mr. Conrad Crawford, Ms. Margaret Drury, Mr. Barry Zevin

Executive Session began at 8:14 PM, after the close of the Regular Board Meeting.

The CRA Board was joined by Jeff Mullan of Foley Hoag and staff of the CRA. Executive Director, Tom Evans and Mr. Mullan briefed the CRA Board on the status of the Development Agreement negotiations, which were in their opinion, close to resolution. The Board and staff discussed the timing of development payments and various mitigation obligations of the project. The Board suggested that staff present a long-term financial plan outlining redevelopment projects and programs along with diversified investment plans. In particular the Board discussed the relationship between Kendall Square funding to projects in other parts of the City such as the Foundry. It was recommended that staff set up a meeting with the City Manager, to brief the City on the progress being made on the Development Agreement.

Meeting adjourned at 9:10 PM.

## **Memorandum**

Date: January 9, 2017

To: CRA Board

From: Tom Evans, Executive Director

RE: Proposed Kendall Center Development Agreement

I am pleased to forward to the CRA Board a proposed amendment to the Cambridge Center Development Agreements (Development Agreement) between the Cambridge Redevelopment Authority (CRA) and Boston Properties. The proposed Development Agreement allows for the additional development rights accommodated by the 10th Amendment of the Kendall Square Urban Renewal Plan (KSURP) and the corresponding revisions to the zoning for the MXD District.

In summary, the document provides for the following:

1. Allows for the development of 926,000 square feet of new Gross Floor Area (Infill GFA), not counting exempt uses such as middle-income units and innovation space or replacement GFA, consistent with the KSURP and MXD aggregate development limitations. The Development Agreement reserves 60,000 SF for Whitehead (consistent with the MXD zoning) and 14,000 SF for the Broad Institute under the KSURP.
2. Unifies the agreements for Parcel 2 and Parcel 3 / 4 in terms of Infill Development resulting from the 10th Amendment of the KSURP. This is good for consistency, but note that the Infill Development Concept Plan before the CRA Board and the Planning Board proposes all the new GFA for Boston Properties to be located on the North Parcel (Parcel 2).
3. Confirms the development payment schedule based on the existing schedule for Parcel 2 - where the development is proposed. In 2016-17 terms, the GFA price is \$76.18 per square foot for office and R&D development and \$38.09 per square foot for residential development. There is an escalator in the price formula that modifies the price of development rights annually. While it is helpful to have this laid out clearly, the pricing is merely confirming the CRA's current agreement with BP.
4. Shares the responsibility for the Kendall Square Transit Enhancement Plan whereby Boston Properties will contribute \$3 million to the KSTEP with the first commercial development, and the CRA shall contribute an equivalent match to the fund from its development revenue.
5. Provides for the transfer of GFA for Innovation Space creation in an existing building and the replacement of Existing GFA without additional development

payments.

6. Outlines a new design review procedure for development proposals replacing the process originally written into the development agreements from 1979 and 1982.

The Development Agreement has been the topic of multiple executive sessions of the CRA Board. Through these discussions, the Board had determined that the financial terms of the Development Agreement should remain consistent with the terms of the Cambridge Center Parcel Two Development Agreement as amended in 1991. As this is not a common land disposition arrangement and has been subject to a series of amendment in the past, the existing development agreement and process for including Infill GFA has taken some time to work through.

The original arrangement provided the land to Boston Properties at a price determined by the amount of GFA to be developed upon the property, the Purchase Price of GFA. If more GFA was to be constructed, additional development payments were due to the CRA. As development proceeded, both annual price increases and multipliers for commercial development took affect. The proposed Development Agreement before the Board does not modify the financial elements of the original deal, and in particular maintains the differential between commercial and housing development, recognizing the market economics for multi-family housing development are not as strong as office and/or R&D development.

There are three changes to the original agreement that I do want to highlight:

1. The proposed Development Agreement replaces the development guidelines and review process in the original agreement with an updated Design Review and Document Approval Procedure (DRDAP) which outlines the review process more specifically and layers in the inter-agency review process required by the MXD Zoning.
2. The original Cambridge Center Development Agreements included by reference the Concept Plans for redevelopment of each of the original development blocks. These Concept Plans evolved over the build-out of the MXD Area. The proposed Development Agreement substitutes these references, as it relates to new development, providing that Infill GFA shall be developed in accordance with the Infill Development Concept Plan under consideration by the CRA and the Planning Boards.
3. The original Cambridge Center Development Agreements contain numerous provisions particularly related to the initial phases of development, deposits to the CRA to demonstrate commitment by the redeveloper, the procedure for land disposition and the relationship of development rights between the development blocks within the KSURP. For the most part, these elements are no longer applicable to the project.

I recommend that the Board authorize the Chair to execute the amendment substantially in the form presented at this meeting.

AMENDMENT TO DEVELOPMENT AGREEMENTS (2017)

AMENDMENT TO DEVELOPMENT AGREEMENTS (2017) (hereinafter the “2017 Amendment” or the “Amendment”) dated as of January \_\_, 2017 (hereinafter the “Date of this Amendment”), by and between CAMBRIDGE REDEVELOPMENT AUTHORITY (hereinafter, with its successors and assigns, the “Authority”), having its office at 255 Main Street, Fourth Floor, Cambridge, Massachusetts, and BOSTON PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership (as successor-in-interest to Cambridge Center Associates, hereinafter, with its successors and assigns, the “Developer”), having its office at 800 Boylston Street, Suite 1900, Boston, Massachusetts. The Authority and the Developer may hereinafter be collectively referred to as the “Parties.”

A. Statement of Facts

1. By Development Agreement dated June 11, 1979 (the “Original Parcel 3 and 4 Development Agreement”) as amended by the Parcel 3 and 4 Prior Amendments described below (as so amended and inclusive of all exhibits thereto, collectively, the “Parcel 3 and 4 Development Agreement”), between the Authority and the Developer, the Authority agreed to convey to the Developer in stages and the Developer agreed to purchase from the Authority and redevelop in stages, the developable area within Parcel 3 and Parcel 4 of the Kendall Square Urban Renewal Area (the “Urban Renewal Area”), as amended by Section 1 of the Parcel 3 and 4 Fifth Amendment (referred to in the Original Parcel 3 and 4 Development Agreement and hereafter sometimes referred to collectively as the “Development Area” and hereafter sometimes referred to as the “Parcel 3 Development Area” and “Parcel 4 Development Area”, respectively, as shown on Exhibit A) upon the terms and conditions set forth in the Parcel 3 and 4 Development Agreement.

The Parcel 3 and 4 Prior Amendments consist of the following:

- Amendment No. 1 dated May 29, 1980;
- Amendment No. 2 dated December 22, 1981;
- Amendment No. 3 dated April 14, 1982;
- Amendment No. 4 dated December 19, 1983;
- Amendment No. 5 dated May 30, 1986;
- Amendment No. 6 dated April 1, 1988;
- Amendment to Development Agreements dated January 14, 1991;
- Amendment to Development Agreements dated May 28, 1993;
- Amendment No. 9 to Parcel 3 and 4 Development Agreement dated September 29, 1993;
- Amendment No. 10 to Parcel 3 and 4 Development Agreement dated September 14, 1994;
- Amendment No. 11 to Parcel 3 and 4 Development Agreement dated June 23, 1997;
- Amendment No. 12 to Parcel 3 and 4 Development Agreement dated March 11, 1998;
- Amendment No. 13 to Parcel 3 and 4 Development Agreement dated July 14, 2004;

- Amendment No. 14 to Parcel 3 and 4 Development Agreement dated January 11, 2011; and
- Amendment No. 15 to Parcel 3 and 4 Development Agreement dated December 12, 2016

2. By Development Agreement dated April 14, 1982 (the “Original Parcel 2 Development Agreement”), as amended by the Parcel 2 Prior Amendments described below (as so amended and inclusive of all exhibits thereto, collectively, the “Parcel 2 Development Agreement”), between the Authority and the Developer, the Authority agreed to convey to the Developer in stages and the Developer agreed to purchase from the Authority and redevelop in stages, the developable area within Parcel 2 of the Kendall Square Urban Renewal Area (referred to in the Original Parcel 2 Development Agreement and hereinafter referred to as the “Parcel 2 Development Area”, as shown on Exhibit A) upon the terms and conditions set forth in the Parcel 2 Development Agreement.

The Parcel 2 Prior Amendments consist of the following:

- Amendment No. 1 dated April 24, 1987;
- Amendment No. 2 dated April 1, 1988;
- Amendment No. 3 dated March 19, 1990;
- Amendment to Development Agreements dated January 14, 1991;
- Amendment to Development Agreements dated May 28, 1993;
- Amendment No. 6 to Parcel 2 Development Agreement dated September 29, 1993;
- Amendment No. 7 to Parcel 2 Development Agreement dated June 23, 1997; and
- Amendment No. 8 to Parcel 2 Development Agreement dated July 14, 2004.

3. The Parcel 3 and 4 Development Agreement and the Parcel 2 Development Agreement are hereinafter sometimes individually referred to as a “Development Agreement” and collectively referred to as the “Development Agreements.” The Parcel 3 and 4 Development Area and the Parcel 2 Development Area are hereinafter sometimes collectively referred to as the “Development Area.”

4. The Development Area constitutes the majority of the area identified as the “MXD District” in both the City of Cambridge Zoning Ordinance (the “Zoning Ordinance”) and in the Amended and Restated Kendall Square Urban Renewal Plan dated December 31, 2015 (as so amended, the “KSURP”).

5. The Authority and the Developer have agreed that, in order to further their agreements and accomplish the purposes embodied by the Development Agreements more effectively in light of both past experience in implementing the Development Agreements and current and anticipated development conditions in the Development Area, it is necessary and desirable to make certain amendments to the Development Agreements as hereinafter set forth.

B. Agreement of the Parties

NOW, THEREFORE, each of the Parties, for and in consideration of the promises and the mutual obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby severally acknowledged, does hereby covenant and agree with the other as follows:

1. Reference is made to the KSURP and to that certain Ordinance Number 1377 issued by the City of Cambridge on December 21, 2015, each of which increased the overall square feet of gross floor area available for development in the MXD District by 940,000 square feet (which such additional gross floor area is defined in said Ordinance Number 1377, and is hereinafter referred to, as “Infill GFA”), which increased the “Aggregate GFA” allowed in the MXD District to 4,273,000 square feet, and which represents all of the remaining Aggregate GFA to develop in the MXD District.

2. The Parties agree: that 926,000 square feet of the Infill GFA is located within the Development Area and is proposed for development by the Developer in one or more projects (each, an “Infill Project” and, collectively, the “Infill Projects”), that 14,000 square feet of Infill GFA is proposed for development by others, and that an additional 60,000 square feet of gross floor area that does not constitute Infill GFA is proposed for development within the Development Area by others. For the purposes of this Amendment, “Infill GFA” shall refer to the 926,000 square feet of GFA proposed for development by the Developer.

3. (A) The purchase price for the Infill GFA (the “Infill GFA Purchase Price”) shall be an amount equal to (x) the product of (i) the number of gross square feet of Infill GFA (not including any components of the Infill Project that are excluded from the calculation of Aggregate GFA pursuant to the applicable provisions of the Zoning Ordinance) to be utilized in connection with any Infill Project as shown on an the Infill Development Concept Plan submitted by the Developer to the City of Cambridge on August 9, 2016 (the “2016 Concept Plan”) or any proposed amendments thereto subsequently submitted by the Developer pursuant to Section 14.32.2.5 of the Zoning Ordinance, as approved by the Authority, multiplied by (ii) the Base Purchase Price of the Infill GFA (as hereinafter defined); provided, however, that the Infill GFA Purchase Price for the first Infill Project to be developed on the Infill GFA shall be increased by the KSTEP Costs (as hereinafter defined).

For the purposes hereof:

- (i) The Base Purchase Price of the Infill GFA shall be calculated in accordance with the formula set forth in Paragraph B(2)(a) of the Original Parcel 2 Development Agreement, as modified by Paragraph B(9) of the Amendment to Development Agreements dated January 14, 1991 (the “1991 Amendment”); provided, however, that (a) all references in such paragraphs to Parcel 2 of the Development Area shall be deemed to be references to Parcels 2, 3 or 4 of the Development Area, and (b) the Infill GFA Purchase Price shall be established as of the date of the Authority’s approval of the schematic design of the Infill Project.

- (ii) In connection with the foregoing, it is acknowledged and agreed that (x) as of the Date of this Amendment, the Base Purchase Price for the Infill GFA for the Infill Projects shown on the 2016 Concept Plan shall be \$38.09 per square foot for those components of an Infill Project not used for Office Uses under any of the provisions of Section 14.21.2 of Article 14.000 of the Zoning Ordinance and \$76.18 per square foot those components of an Infill Project used for Office Uses under any of the provisions of said Section 14.21.2, and shall be increased as provided in Exhibit B attached to this Amendment, and (y) as of the Date of this Amendment, the Authority has approved the schematic design of the Infill Project located at 145 Broadway (formerly known as Eleven Cambridge Center).
- (iii) The “KSTEP Costs” shall be \$3,000,000, calculated as fifty (50%) percent of the lump sum KSTEP funding as set forth in that certain Kendall Square Transit Enhancement Program Memorandum of Understanding dated October ----, 2016 between the Authority, the Massachusetts Bay Transportation Authority, and the Massachusetts Department of Transportation (the “MOU”) (it being understood and agreed that the Authority shall fund the lump sum KSTEP funding as required by the MOU, and that the Developer shall have no obligation therefor beyond the payment of the KSTEP Costs as set forth herein).

(B) Notwithstanding anything contained in the Development Agreements to the contrary, it is understood and agreed that the Infill GFA Purchase Price as set forth herein: (i) shall be payable by the Developer upon the issuance by the City of Cambridge of a building permit for the Infill Project and shall be documented as paid and received in accordance with this Amendment at such time; and (ii) shall be in addition to the purchase price that has already been paid by the Developer for the Individual Parcel(s) upon which the Developer shall utilize the Infill GFA (it being acknowledged and agreed that the Authority no longer holds title to any of the Individual Parcels in the Development Area upon which the Infill GFA may be utilized).

4. It is acknowledged and agreed that:

- (i) The Developer may be demolishing certain existing buildings within the Development Area and developing an Infill Project on the applicable Individual Parcels utilizing a combination of the gross floor area originally allocated to the existing buildings as reflected on the Certificates of Completion issued by the Authority therefor (such originally allocated gross floor area being hereinafter referred to as the “Existing GFA”) and Infill GFA.
- (ii) The Developer may be redeveloping portions of existing buildings within the Development Area for uses that are excluded from the calculation of Aggregate GFA pursuant to the terms of the Zoning Ordinance and the KSURP, and utilizing the Existing GFA from such redeveloped portions within an Infill Project located elsewhere in the Development Area.
- (iii) The Developer has not yet utilized ----- square feet of Aggregate GFA that does not constitute Infill GFA (hereinafter referred to as “Remaining GFA”), which

Developer retains the right to access in accordance with the Development Agreements.

In connection with the foregoing, and notwithstanding anything contained herein or in the Development Agreements to the contrary, the Authority hereby agrees that: (x) the Authority shall permit and document the reuse of Existing GFA (after confirming compliance with the applicable provisions of the Zoning Ordinance and the KSURP, in the case of any Existing GFA that is made available as the result of redevelopment of existing space for uses that are excluded from the calculation of Aggregate GFA) and/or Remaining GFA as part of the development of an Infill Project; (y) there shall be no additional purchase price payable by the Developer to the Authority on account of the Developer's reuse of Existing GFA; and (z) the purchase price for any Remaining GFA shall be determined in accordance with the applicable provisions of the Development Agreements.

5. It is acknowledged and agreed that Ordinance Number 1377 requires that the review and approval of an "Infill Development Concept Plan" under Section 14.32.2 of the Ordinance and subsequent building design review of projects utilizing Infill GFA under Section 14.32.2.4 of the Ordinance shall be conducted jointly by the City of Cambridge Planning Board and the Authority in the manner consistent with the Design Review Process, Submission Requirements, and Review Factors attached as Exhibit C, which shall be deemed to replace and supersede in its entirety the Design Review, Submission Requirements, and Guidelines document attached to the Development Agreements as Exhibit C.

6. It is acknowledged and agreed that the Infill GFA will be utilized by the Developer on Individual Parcels which have previously been conveyed by the Authority to the Developer and/or its affiliates pursuant to supplemental land disposition contracts and quitclaim deeds (collectively, the "Conveyance Documents") and that Certificates of Completion have previously been issued for the improvements constructed on such Individual Parcels. Notwithstanding anything contained in the Development Agreements or the Conveyance Documents to the contrary, the Authority and the Developer hereby agree that:

- (i) an Infill Development Concept Plan and any subsequent materials submitted by the Developer and meeting the requirements of Sections 14.32.2 and 14.73 of the Ordinance as shall be deemed to satisfy all requirements for the submission of Concept Design Plans under the Development Agreements and the Conveyance Documents; and
- (ii) the Authority's approval of the Infill Development Concept Plan and any subsequent materials submitted by the Developer and meeting the requirements of Sections 14.32.2 and 14.73 of the Ordinance shall be deemed to satisfy any and all requirements of the Conveyance Documents that the Authority approve (x) any change in use of any amount of gross floor area in the improvements constructed on any of the Individual Parcel and (y) any reconstruction, demolition, subtraction, addition or extension to previously completed improvements; and
- (iii) the Authority shall issue a Certificate of Completion for each Infill Project at such time as the improvements have been completed in accordance with the



requirements of the Infill Development Concept Plan special permit (or amendments thereto) and Exhibit C to this Amendment.

7. Except as herein amended, the Development Agreements shall remain unchanged and in full force and effect. All references to the “Parcel 3 and 4 Development Agreement” shall be deemed to be references to the Parcel 3 and 4 Development Agreement as herein amended and all references to the “Parcel 2 Development Agreement” shall be deemed to be references to the Parcel 2 Development Agreement as herein amended.

WITNESS the execution hereof under seal as of the Date of this Amendment.

CAMBRIDGE REDEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BOSTON PROPERTIES LIMITED PARTNERSHIP

By: Boston Properties, Inc., its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibits:

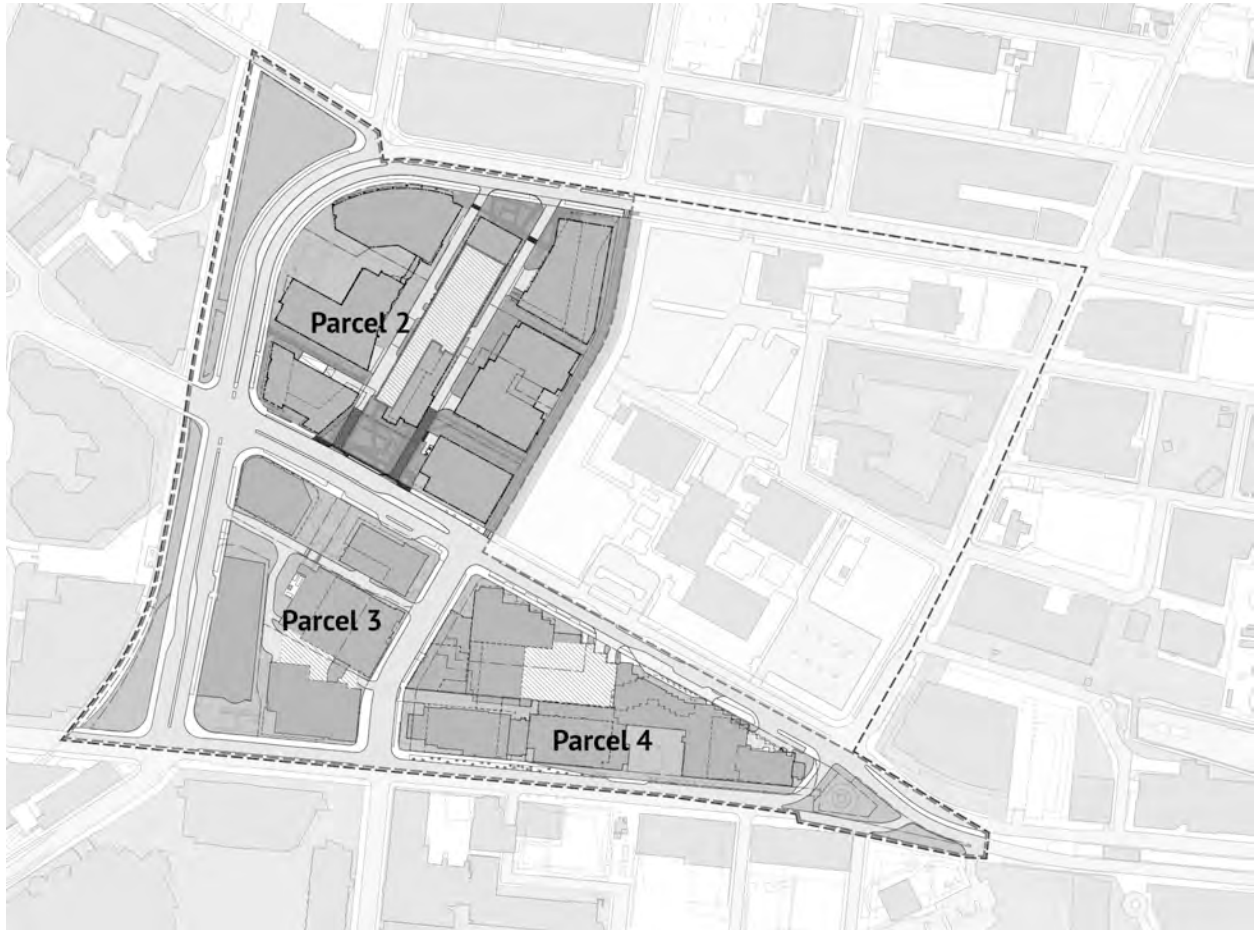
A – Plan of Development Area

B – Calculation of Base Purchase Price for Infill GFA

C – Design Review, Submission Requirements, and Guidelines

EXHIBIT A

Plan of Development Area



## EXHIBIT B

Calculation of Infill GFA Purchase Price**I. Background on the Base Purchase Price of Infill GFA**

Reference is made to Paragraph B(2)(a) of the Original Parcel 2 Development Agreement, as modified by Paragraph B(9) of the Amendment to Development Agreements dated January 14, 1991 (the "1991 Amendment"), which establish the formula for the calculation of the purchase price for Individual Parcels within Parcel 2 of the Development Area. That text is reproduced below:

*B 2 (a) The purchase price for each Individual Parcel, in the supplemental land disposition contract relating thereto (but subject to adjustment as hereinafter provided), product of (i) the number of square feet of gross floor area to be constructed on the land in the Individual Parcel shown in the complete Preliminary Design Phase submission for the improvements to be built on such Individual Parcel (not including the structured parking) as approved by the Authority in accordance with Exhibit C, multiplied by (ii) the Base Purchase Price. The Base Purchase Price shall be the following price per square foot of gross floor area to be constructed as in effect at the time of such approval of such complete Preliminary Design Phase submission:*

<i>Price per Square Foot of Gross Floor Area Built</i>	<i>Period after the Date of the First Parcel Approval</i>
<i>\$1.40</i>	<i>Within 1 year</i>
<i>\$1.54</i>	<i>Within 2 years</i>
<i>\$1.69</i>	<i>Within 3 years</i>
<i>\$1.86</i>	<i>Within 4 years</i>
<i>\$2.05</i>	<i>Within 5 years</i>
<i>\$2.26</i>	<i>Within 6 years</i>
<i>\$2.49</i>	<i>Within 7 years</i>
<i>\$2.74</i>	<i>Within 8 years</i>
<i>\$3.01</i>	<i>Within 9 years</i>
<i>\$3.31</i>	<i>Within 10 years</i>

*and an additional \$0.35 per square foot of gross floor area built (increased by 10% per year cumulatively) within each successive 1-year period thereafter.*

*In the event that the number of square feet of gross floor area constructed on the land in the Individual Parcel prior to the issuance by the Authority of a Certificate of Completion for such Individual Parcel is greater than the number of square feet of gross floor area shown as to be constructed in the complete Preliminary Design Phase submission for such Individual Parcel approved by the Authority, the Developer shall, concurrently with the issuance of such Certificate of Completion, pay to the Authority an additional sum on account of the purchase price of such Individual Parcel equal to the product of (i) the number of such additional square feet of gross floor area, and (ii) the Base Purchase Price in effect at the time of the approval by*

*the Authority of the Preliminary Design Phase submission. In the event that at any time prior to the later of (a) the sale of the last Individual Parcel to the Developer pursuant to this Agreement or (b) the expiration of the Renewal Plan, the number of square feet of gross floor area constructed or to be constructed on the land in any Individual Parcel increases or is proposed to be increased after the issuance by the Authority of a Certificate of Completion for such Individual Parcel, the Developer shall, concurrently with the filing of an application for a building permit for such increased construction or the commencement of such construction, whichever is later, pay to the Authority an additional sum on account of the purchase price of such Individual Parcel equal to the product of (i) the number of such additional square feet of gross floor area, and (ii) the Base Purchase Price in effect at the time such additional sum is payable as aforesaid.*

*Notwithstanding the foregoing, if the gross floor area constructed or to be constructed on any Parcel 2 Individual Parcel is used or is to be used as allowed within the classification of Office Uses under any of the provisions of Section 14.212 of Article 14.000 of the Cambridge Zoning Ordinance, and if the total gross floor area constructed or to be constructed for any of such Office Uses (including any development of such Uses permitted under Section 14.322(5) of said Article 14.000) thereon and on all of the Parcel 2 Development Area at the time shall exceed five hundred thousand (500,000) square feet, then the Base Purchase Price for any such Parcel 2 Individual Parcel for which a Preliminary Design Phase submission is submitted after September 1, 1995 shall be calculated such that any excess of such gross floor area over said 500,000 square feet shall have a Base Purchase Price equal to two hundred percent (200%) of the Base Purchase Price as otherwise determined pursuant to the terms of Paragraph B(2)(a) of the Original Parcel 2 Development Agreement at the time set forth in said Paragraph B(2)(a) for making such determination.*

## **II. Meaning of Above Provision as Applied to this Amendment**

As stated in the Amendment, the Parties have agreed that the formula set forth in Section I above shall apply to the calculation of the Infill GFA Purchase Price, subject to the modifications set forth in the Amendment and in this Exhibit B.

For the purpose of clarity and consistency, it is understood and agreed by the Parties that the above-referenced language results in the calculation of the Infill GFA Purchase Price Per Square Foot as per the chart included in Section III below.

As stated in the Amendment, for the first purchase of Infill GFA for any Infill Project, the Infill GFA Purchase Price shall be increased by the KSTEP Costs.

### III. Exhibit B, Table 1

#### Infill GFA Purchase Price Per Square Foot Table for the Remaining Years of the KSURP

##### **Infill Development GFA**

Calculation Based on Section B.2(a) of Parcel 2 Development Agreement

Development Agreement Dated April 14, 1982

Modified by 1991 Amendment to Development Agreements

Base Price	Period	Residential/Retail/ Industrial Project GFA Price			Office / R&D Project GFA Price	
		\$ Per FAR	Initial Increment	10% Premium	Annual Increment	200% Premium
5/21/16	1 (33)	38.09	3.49	0.35	3.84	76.18
5/21/17	2	41.93	3.84	0.38	4.22	83.86
5/21/18	3	46.15	4.22	0.42	4.64	92.30
5/21/19	4	50.79	4.64	0.46	5.10	101.58
5/21/20	5	55.89	5.10	0.51	5.61	111.78
5/21/21	6	61.50	5.61	0.56	6.17	123.00
5/21/22	7	67.67	6.17	0.62	6.79	135.34
5/21/23	8	74.46	6.79	0.68	7.47	148.92
5/21/24	9	81.93	7.47	0.75	8.22	163.86
5/21/25	10	90.15	8.22	0.82	9.04	180.30
5/21/26	11	99.19	9.04	0.90	9.94	198.38
5/21/27	12	109.13	9.94	0.99	10.93	218.26
5/21/28	13	120.06	10.93	1.09	12.02	240.12
5/21/29	14	132.08	12.02	1.20	13.22	264.16
5/21/30	15	145.30	13.22	1.32	14.54	290.60

# Exhibit C:

## Design Review & Document Approval Procedures

### 1. INTRODUCTION

This **Kendall Square Urban Renewal Plan Design Review and Document Approval Procedure, (DRDAP)** sets forth the procedure for design submittals of the plans and specifications for the developments within the MXD District of the Kendall Square Urban Renewal Plan (KSURP) in the City of Cambridge (City), and the review and consideration of the developments for approval. The development will include mixed-use residential and commercial projects; public and private open spaces; and other permanent improvements. The developments will include those developed by Boston Properties (Developer); its affiliates, and successors. The Cambridge Redevelopment Authority (CRA) and the City shall review plans and specifications to assure that they conform to the KSURP, the Cambridge Zoning Ordinance and the Cambridge Center Development Agreement (Development Agreement) by and between the Developer and the CRA. Other departments of the City will review plans and specifications for compliance with applicable City regulations.

In summary, project review and consideration for approval shall consist of three distinct components, with Building Design Review having two stages:

1. Infill Development Concept Plan (IDCP)
2. Schematic Design approval (Schematic Design)
3. Building Design Review
  - a. Design Development Documents phase (Design Development)
  - b. Construction Documents phase (Construction Documents)

Approval of any phase of the approvals process (Schematic Design, Design Development, Construction Documents) by the Authority will authorize the Developer to proceed to the next succeeding phase of the approvals process.

A summary diagram visually mapping the DRDAP process described here within may be found in [Attachment 2: Standard Process Map for Building Design Review](#).

### 2. DEFINITIONS

Capitalized terms, unless separately defined in this DRDAP, shall have the meanings set forth in the KSURP and the Development Agreement. For the purposes of this DRDAP, when the term "CRA" is used herein, the use of such term shall mean the Cambridge Redevelopment Authority, acting in its official capacity through the CRA Board. Likewise within the DRDAP, when the term "CRA Staff" is used herein, the use of such term shall mean the CRA's Executive Director, Staff of the Cambridge Redevelopment Authority, or consultants of the CRA as designated by the Executive Director. The term "Planning Board" is used in this DRDAP whenever any determination is required to be made by the Cambridge Planning Board. For purposes of this DRDAP, when the term "CDD Staff" is used, such term shall mean the Assistant City Manager for Community Development, or staff or consultants of the Community Development Department (CDD) as designated by the Assistant City Manager. The term "days" is used to refer to all calendar days including weekends and holidays. The phrase "MXD Zoning" shall mean Article 14 of the Cambridge Zoning Ordinance.

### 3. GENERAL REVIEW SCOPE AND PROCEDURES

Each building in the MXD District utilizing Infill GFA, and associated landscaping, open space, private streetscape improvements, or other associated physical improvements, shall be subject to design approval by the CRA Board

and the Planning Board before the issuance of a building permit. The overall project review process is initiated by the CRA approval of an Infill Development Concept Plan (IDCP) and the concurrent granting of a special permit by the Planning Board under the MXD Zoning, which shall include design review procedures that run parallel to this DRDAP.

After approval of the IDCP, the design approval process continues with Schematic Design approval and then moves into Building Design Review, which is further split into two phases: Design Development and Construction Documents. No ISD building permit for vertical construction of a building utilizing Infill GFA shall be issued until the CRA Board and Planning Board have voted to approve the Schematic Design, and CRA Staff have approved the Design Development and Construction Documents according to the procedures outlined in this DRDAP. This process does not substitute for other City review procedures for the review of construction projects, but is to be closely coordinated with all City departments.

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### 3.1 SCOPE OF REVIEW

The CRA in consultation with the CDD and the Inspectional Services Department (ISD), and other City Departments shall review the IDCP, Schematic Design plans, Design Development Documents and Construction Documents, each as defined below, for conformity with any prior approvals and conditions thereof, the KSURP, MXD Zoning and the Development Agreement. The CRA's review shall include consideration of such items as the architecture and urban design, site planning, retail planning, sustainability planning, transportation and infrastructure improvements, phasing and construction staging, landscape/open space design, sound, shadow, air quality, light pollution, and wind impacts as applicable and appropriate to each submittal. The CRA shall review all plans to ensure general consistency with the State approved 2015 Environmental Impact Report (EIR) and associated 2016 Notice of Project Change (NPC) documents, including designs for any mitigation requirements from the EIR and NPC, or alternative mitigation solutions.

The continued redevelopment of the MXD District of the KSURP is a priority project for the CRA. The CRA shall review all applications for project approvals as expeditiously as possible. CRA Staff shall keep the Developer informed of the CRA's review and comments, as well as comments by CDD, other City departments, other government agencies, or community organizations consulted by the CRA. The CRA shall provide the Developer opportunities to meet and confer with the CRA staff, along with City staff, prior to CRA Board meetings, to review the specific application for project approval.

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### 3.3 COOPERATION OF THE DEVELOPER

In addition to the required information set forth in Attachment 1: Documents to be Submitted for Project Approvals attached hereto, the Developer shall submit materials and information as CRA Staff may reasonably request which are consistent with the type of documents listed in Attachment 1 and which are required to clarify a submittal provided pursuant to this DRDAP. Additionally, the Developer shall cooperate with, and participate in good faith with, design review presentations to the CRA Board, the Planning Board and to the public through workshops and/or neighborhood committees.

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### 3.4 ROLES THROUGHOUT EACH REVIEW STAGE

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#### CRA BOARD REVIEW

- Infill Development Concept Plan:
  - Initial Approval and finding of consistency with KSURP
  - Major and Minor Amendments
- Schematic Design Approval
- Signage: Approval under the KSURP and *MXD District Signage Review & Approval Process*.

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## PLANNING BOARD REVIEW

- Infill Development Concept Plan:
  - Special Permit Issuance
  - Major and Minor Amendments
- Schematic Design: Approval consistent with conditions of the IDCP Special Permit

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## CRA STAFF REVIEW

- Building Design Review:
  - Design Development: *Finding of consistency with prior CRA Board Approval of Schematic Design.*
  - Construction Documents: *Finding of consistency with prior CRA Board Approval of Schematic Design and approval of Design Development* (Transmitted to Inspectional Services Department – ISD)
  - Construction Completion: *CRA Certificate of Completion*

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## CDD STAFF REVIEW

- Building Design Review:
  - Design Development: *invitation to review with CRA Staff*
  - Construction Documents: *Certification of consistency and completeness with Special Permit*

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## CRA DESIGN REVIEW COMMITTEE

- IDCP and Schematic Design review:
  - Advisory only, no vote, no formal recommendation

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## 3.5 REVIEW OF INITIAL PROPOSALS

Prior to filing an IDCP or schematic design application for any Board approvals, the Developer shall submit to the CRA Staff preliminary maps, plans, design sketches and other data concerning the proposed project and request a pre-submission conference. Within fifteen (15) days after the receipt of such request and material, CRA Staff shall hold a conference with the Developer, and provide an invitation to CDD Staff, to discuss the proposed application.

Before bringing either IDCP Amendments or Schematic Design proposals to the CRA and Planning Board for consideration, the Developer shall bring their design proposal before the public for review and comment at a CRA Design Review Committee meeting. The Developer shall provide the CRA with sufficient presentation materials to describe its planned design submittal, using the submission materials outline described in *Attachment 1* and/or other presentation materials such as working models or conceptual studies to illustrate the building design to the Design Review Committee as recommended by CRA and City Staff.

Upon notification from the Developer of its intent to proceed with the next phase of design under the IDCP, CRA Staff will schedule CRA Design Review Committee meeting(s) to allow adequate review by CRA Board, CDD and community members before further approvals. CRA Staff will provide the CRA Board with regular updates on the design review process.



## 4. IDCP REVIEW

The IDCP is intended to demonstrate a conceptual level of detail regarding massing, circulation, infrastructure, open space, and phasing, of Infill GFA permitted by the 10<sup>th</sup> Amendment to the KSURP, and revisions to the MXD Zoning approved in 2015.

The CRA shall review the IDCP submitted for conformity with the KSURP, MXD Zoning and the Development Agreement including but not limited to KSURP Urban Design Principles; open space requirements; implementation of the housing, innovation space and, retail programs. The Developer shall submit a report regarding compliance with the mitigations identified within the previously approved 2015 EIR/2016 NPC. The CRA shall review such a report to ensure compliance with MEPA. After initial approval, the Developer shall submit any proposed amendments to the IDCP to the CRA and the City for review and consideration.

### 4.2 DOCUMENT SUBMITTAL REQUIREMENTS (IDCP)

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See [Attachment 1](#) which lists the IDCP submittal requirements contained in the Kendall Square Urban Renewal Plan and the MXD Zoning.

### 4.3 SCOPE OF IDCP REVIEW

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The IDCP shall be approved by both the CRA and Planning Board, which must grant a special permit under the MXD Zoning to authorize the development of Infill GFA. The purpose of the IDCP is to provide a context and a conceptual district plan for existing and potential future development that allows development to proceed in a flexible manner, without requiring special permits for each building.

The IDCP is anticipated to evolve over time, thus with each subsequent development proposal, any conforming updates to the IDCP shall be submitted as needed. Amendments to the special permit may be granted as set forth below, but revisions to the IDCP shall not necessarily require amending the IDCP or special permit so long as the revisions are consistent with the initial IDCP approval and remain in conformance with the conditions of the special permit. In general, revisions to the IDCP (as opposed to Amendments discussed below) are urban design changes and refinements of either buildings and/or open spaces that would be expected to occur during Design Review. Such revisions include but are not limited to selection of proposed façade materials, fenestration patterns, retail entry locations, and minor dimensional refinements in conformance with approved design guidelines within the IDCP. Revisions shall also include building massing changes of less than five percent (5%) of key building dimensions, changes made due to LEED requirements or other legal obligations and revisions required by utilities or other third parties. Additionally, additions or modifications to the plans within IDCP in response to conditions from the initial IDCP approval shall be considered revisions under the MXD Zoning. In the event that CRA and CDD Staff determines that the proposed revisions deviate materially from the IDCP already approved, the changes will be considered an IDCP Amendment and CRA Staff will require submittal of an amended IDCP document for review by the CRA Board and then Planning Board in accordance with the provisions of the KSURP and Article 14 MXD Zoning.

### 4.4 AMENDMENTS TO THE IDCP

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After approval of the IDCP, the Developer may seek an amendment to the IDCP in response to changes in the site context within the KSURP, improvements in building technology or fluctuations in local market conditions. Upon receiving a request to modify the IDCP, CRA Staff shall make a written recommendation to the Planning Board as to whether the CRA considers the proposed changes constitute a Minor or a Major Amendments to the IDCP. CRA Staff may utilize the CRA Design Review Committee (described below) for input into this recommendation. The Planning Board shall independently make its own determination as to whether a proposed

amendment is considered a Minor or Major Amendment. Amendments may shift Infill GFA between buildings but cannot allow total development to exceed the Aggregate GFA allowed in the MXD District.

In general Minor Amendments are changes to the plan, which do not alter the concept of the IDCP in terms of density, land use, building height, or provision of open space; phasing and/or involve significant dimensional modifications. Minor amendments shall include, but not be limited to, small changes in the location and massing of buildings, design modifications of the open space plans, or reductions in commercial parking, movement of parking capacity within the project not to exceed 5% of the project approved parking, or transfer of Exempt GFA from retail programming to future phases.

If proposed changes are determined to be a Minor Amendments by the CRA Staff, the CRA may approve Minor Amendments to the previously approved IDCP, provided that the changes satisfy conditions or design requests from the previous IDCP review and approvals, and/or that the amendment meets the following conditions:

- (1) the amendment requested involves a deviation that does not constitute a material change in the development program
- (2) The amendment to the IDCP does not change the distribution of building GFA or other dimensional measure greater than five (5%) percent from the approved plans within the approved IDCP, and/or involves the use of exempt retail GFA in future phases;
- (3) the requested approval will not be detrimental to the public welfare or injurious to the property or public and private improvements in the vicinity of the project;
- (4) the grant of the approval will be consistent with the general purposes and intent of the KSURP, the Article 14 MXD Zoning and the approved IDCP; and
- (5) the publicly beneficial uses and improvements associated with the IDCP (these include but are not limited to open space, streetscape, ground floor retail, innovation space, and residential development) are not compromised by the amendment.

In accordance with the MXD Zoning, Minor Amendments to the IDCP may be first considered by the CRA Board, and then if approved, considered by the Planning Board. Minor Amendments may be considered at a joint meeting of the CRA and Planning Board and/or in conjunction with the Schematic Design review process described below.

Major Amendments represent substantial deviations from the IDCP provisions approved by the CRA and Planning Boards. Major amendments shall include, but not be limited to, large shifts in GFA or other dimensional factors (greater than 5%), changes to the mix of uses across multiple buildings, increases in height over the five (5%) percent of the approved IDCP, significant reductions of setbacks, reduction of open space provisions; significant changes in the location of buildings, open space, or parking; or changes in the circulation system. Any changes to phasing, the distribution of the approved development program, zoning conformance, public open space, district wide transportation, infrastructure, or the district retail plan require approval of the CRA Staff or Board as a Major Amendment.

IDCP Major Amendments will be processed utilizing the same process as initial IDCP approval as prescribed in the KSURP and the Article 14 MXD Zoning. CRA and CDD Staff will coordinate with the Developer to agree on content, organization and format for IDCP Major Amendment documentation. Consideration of an IDCP Major Amendment may also proceed concurrently with a Schematic Design submission.

## 5. SCHEMATIC DESIGN REVIEW

### 5.1 INTRODUCTION

Schematic Design documents shall be formally submitted to the CRA Board and Planning Board for review and consideration. Schematic Design documents should not be submitted for consideration until at least one CRA Design Review Committee meeting has occurred as described below in the Pre-Submittal phase. Schematic

Design documents shall present plan refinements and design details for a specific project and accompanying site and open space improvements, advancing the massing and design concepts outlined in the IDCP. Schematic Designs for buildings within the KSRP utilizing Infill GFA may be reviewed concurrently with or after the approval of an IDCP. Schematic designs are anticipated to include some IDCP revisions that should be documented in the Schematic Design submission and at the discretion of CRA Staff may be accepted as part of the review and approval process described in this section, without a separate Amendment to the IDCP document. If a Schematic Design deviates substantially from the approved IDCP, CRA Staff, in coordination with CDD Staff may determine that the Developer must also provide an Amendment to the IDCP for review and consideration as described above.

Approval of the Schematic Design by the CRA Board and Planning Board will be documented and transmitted in the form of Schematic Design approval letter from the CRA, potentially with design review conditions. If at any time during Schematic Design review, the members of the Planning Board and CRA Board do not agree on a particular issue, the CRA and CDD Staff shall convene a discussion to seek a mutually agreeable solution with the Developer and a process for consideration of the solution to be presented to the CRA Board and Planning Boards.

## 5.2 PRE-SUBMITTAL PHASE / CRA DESIGN REVIEW COMMITTEE

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The purpose of the pre-submittal phase is to facilitate an effective review process by advising and preparing the Developer and their design team prior to the formal submission of documents. CRA and CDD Staff will coordinate with the Developer to agree on content, organization and format for pre-submittal presentation materials. The CRA shall hold at least one CRA Design Review Subcommittee meeting within 45 days of the initial request from the Developer to initiate the design review process for an individual building.

For the purposes of this review process, the CRA Design Review Committee is comprised of two members of the CRA Board, CRA Staff, CDD Staff and potentially two members of the Planning Board. This body performs an interdepartmental public review of building design details with the Developer and architect in a more informal workshop setting, with the aide of scaled 3D models, illustrative drawings, and material samples. The Committee shall convene such a public meeting at least once during the Pre-Submittal phase review. The meeting(s) of the Committee will serve to further inform and refine the building design prior to submission but will be advisory only, not approving, voting or providing an official recommendation to the CRA Board and the Planning Board. Meeting notes will be taken and a summary distributed and presented to the CRA Board and Planning Board prior to their next meeting(s) to further enhance information sharing and collaboration between the two Boards.

Within 10 days of the CRA Design Review Committee meeting(s), CRA and CDD Staff will host at least one joint meeting with the Developer and their design team to review draft materials and the Committee's initial reactions. Other City Departments such as the Department of Public Works (DPW) and the Department of Traffic Parking and Transportation (TPT) may be invited as needed. During the Pre-Submittal phase, the Developer may set up individual coordination meetings with other City Departments, but must inform the CRA of the scheduling and significant outcomes of each meeting.

## 5.3 SCOPE AND TIMING OF SCHEMATIC DESIGN APPROVAL

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The CRA Staff shall review the Schematic Design for completeness and advise the Developer in writing of any deficiencies within ten (10) days following receipt of the Developer's Schematic Design submittal. In the event the CRA Staff does not so advise the Developer, the application for Schematic Design shall be deemed complete. The Developer will separately send to CDD and other City Departments submissions for Schematic Design review. The time limit for the CRA Staff review and the beginning of formal Board consideration shall be within sixty (60) days from the date the Schematic Design has been determined to be complete. Within that 60 day time frame the CRA shall arrange with CDD to hold at least one joint CRA Board / Planning Board hearing. CRA shall

take such reasonable measures necessary to comply with the time periods set forth herein, but does not have control over Planning Board scheduling.

The CRA Board shall review and consider; a) approve, b) conditionally approve c) request changes for resubmission for Schematic Design, or d) disapprove the application within the sixty (60) day period set forth above. The timeline for consideration may be extended per request of the Developer or either reviewing Board. If the CRA Board conditionally approves the Schematic Design, such approval shall set forth the concerns and/or conditions on which the CRA is granting approval. At the sole discretion of the CRA Board, the CRA Board may delegate review of conditions to the CRA Staff or the CRA Design Review Committee. If the revisions are determined by the CRA Staff to be required to be resubmitted to the CRA Board, the CRA Board shall either approve or disapprove such revisions as soon as possible, and may choose to convene a joint CRA Board / Planning Board hearing for such final approval actions on the revised submission. If permitted by the CRA and Planning Boards, ongoing resolution of conditions can be presented in the next phase of Building Design Review.

If the CRA Board requests changes for resubmission of the Schematic Design in whole or in part, the CRA Board shall set forth the reasons for such a request in the resolution adopted by CRA. If the CRA Board requests a resubmission, the time for review shall be extended to enable the Developer to cure the deficiencies specified by the CRA Board. The CRA will facilitate an informal meeting with the Developer, their design team, and CRA and CDD Staff as soon as possible to review the issues in question. The CRA shall review all revisions as expeditiously as possible. If revisions are made within the existing 60-day review period, the revisions shall permit additional review time from the original timeframe of review or within a time frame extension agreed to by the CRA and the Developer.

## 5.4 DOCUMENT SUBMITTAL REQUIREMENTS (SCHEMATIC DESIGN)

A Schematic Design proposal shall consist of text, maps and drawings that describe how a parcel will be developed consistent with the IDCP. Each subsequent Schematic Design submission will provide the CRA with the overall development context regarding the existing and future construction within the MXD District through development tables and site plans. The Developer shall submit Schematic Design Documents, which shall include the documents and information listed in *Attachment 1* hereto. The CRA Staff may waive certain document submittal requirements if the CRA Staff determines such documents are not necessary for the specific application. Likewise additional materials may be requested by the CRA or CDD Staff in order to facilitate thorough review.

## 6. BUILDING DESIGN REVIEW

### 6.1 INTRODUCTION

Building Design Review is split into two phases: Design Development and Construction Documents. No building permit (with the exception of related utility and project enabling permits, foundation permits and demolition permits) for vertical building construction shall be issued until the Staff has approved the Design Development and Construction Documents according to the procedures outlined in this DRDAP and *Attachment 1* (see further details on building permits in Section 7). Likewise CDD must also make a certification of consistency and completion.

The CRA Board may at their discretion require the Developer to present updates to the CRA Board during the Design Development and Construction Drawings phases if deemed necessary.

Throughout the Building Design Review process, the CRA's basis of review is primarily the KSURP, the MXD Zoning, the approved IDCP and IDCP Design Guidelines, the Development Agreement, and the 2015 EIR/2016 NPC.

### 6.2 DESIGN DEVELOPMENT PHASE

The purpose of Design Development is to expand and develop the Schematic Design incorporating changes resulting from resolution of comments and concerns during the Schematic Design approval and to prepare drawings and other documents as to architectural, structural, mechanical and electrical systems. The CRA Staff shall review the Design Development Documents for consistency with earlier approved documents, the KSURP, Article 14 MXD Zoning and the Development Agreement. Design Development Documents will provide an additional level of refinement and detail for a specific development project and accompanying site and open space improvements.

Following the approval of the Schematic Design, Design Development Documents shall be submitted for review and receive from CRA Staff either a) approval, b) conditional approval, or c) request changes for resubmission. The Design Development approval will be documented and transmitted in the form of Design Development phase approval letters from CRA and CDD Staff, with conditions. Approval of any phase of the approvals process (Schematic Design, Design Development, Construction Documents) by the CRA will authorize the Developer to proceed to the next succeeding phase of the approvals process. If at any time a resolution between the Developer and CRA Staff on an issue of design consistency cannot be reached during the Design Development phase, the issue may be returned to both the CRA Board discussion, potentially at a joint hearing with the Planning Board.

### 6.3 SCOPE AND TIMING OF DESIGN DEVELOPMENT REVIEW

The CRA Staff shall review the Design Development Documents for completeness and general consistency with the Schematic Design and shall advise the Developer in writing of any deficiencies within ten (10) days after the receipt of the Design Development Documents. In the event CRA Staff does not so advise the Developer, the Design Development Documents shall be deemed complete.

The time limit for CRA Staff review shall be thirty (30) days from the date the Design Development Documents were determined to be complete. The CRA Staff shall take such reasonable measures necessary to comply with the time periods set forth herein. In the cases when the Design Development for multiple buildings are submitted for review simultaneously or overlapping, the timeline for review will be forty-five (45) days from the date the Design Development Documents were determined to be complete. If the Design Development does not meet the conditions outlined in prior approvals, or extensive revisions or clarifications to the Design Development are requested by the CRA or CDD, the CRA may request a extension from the Developer. The Developer and CRA Staff may agree to any extension of time necessary to allow revisions of submittals prior to a decision by the CRA Staff. CRA Staff shall review all such revisions as expeditiously as possible, within the time frame of the extension agreed to by CRA Staff and the Developer. If agreed to by CRA Staff, resolution of said conditions can be provided in the Construction Document phase of Building Design Review.

In the case of conditional approval, CRA Staff will coordinate with the Developer to review Design Development documents and address issues of concern with the Developer, but may allow the Developer to proceed to Construction Document review where such changes can be integrated into CDs. During the Design Development phase, the Developer may setup individual coordination meetings with other City Departments such as DPW and TPT, but should include the CRA if those design discussions will impact the Design Development review.

### 6.4 CONSTRUCTION DOCUMENTS PHASE

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The CRA Staff shall review the Construction Documents for consistency with earlier approved documents, the KSURP, the MXD Zoning and the Development Agreement. Construction Documents shall be submitted for review following approval of the Design Development phase, and shall be deemed by CRA Staff as either a) approval, b) conditional approval, or c) request for resubmission,. Construction Documents will provide full construction level of detail for a specific development project and accompanying site and open space improvements. The purpose of this submittal is to expand and develop the Design Development Documents to their final form, prepare drawings and specifications in sufficient detail to set forth the requirements of construction



of the project and to provide for permitting. The Developer may submit plans for simultaneous ISD review of related building permits.

The CRA Staff shall review construction Documents for consistency with prior approvals within thirty (30) days following the Staff's receipt of such documents. When approved, the Construction Documents phase approval will be documented in the form of Construction Documents approval letter from CRA Staff to ISD. In the case of request for resubmission, CRA Staff will coordinate with the Developer to review Construction Documents and address issues of the CRA, in coordination with the review by CDD. If after the review period and good faith efforts by both parties, a resolution with the Developer on a Construction Document design consistency issue(s) cannot be reached during the Construction Documents phase, the project revision may be returned to the CRA Board for consideration. It is however preferable to find resolution at the staff level once the design has reached this phase of review.

## 6.5 DOCUMENT SUBMITTAL REQUIREMENTS

The Developer shall submit Design Development and Construction Documents, which shall include the materials and information listed in *Attachment 1*. CRA Staff may waive certain document submittal requirements if the CRA Staff determines such documents are not necessary for the specific application. Likewise additional materials submitted to clarify the construction documents may be requested by the CRA Staff in order to facilitate thorough review but additional material submission shall not necessarily constitute a reset of the review timeline.

## 6.6 ON-SITE EXTERIOR SAMPLE PANEL / MOCK-UP

In the Design Development or Construction Documents phase, the developer is required to submit designs of and the proposed location of the required sample panel (Mock-Up) of exterior wall and window materials to be erected on or near the proposed development site. The purpose of this Mock-Up is to illustrate the actual appearance of these materials on the site, in various natural light and weather conditions, identify architectural issues in relation to the facade construction, demonstrate the visual and aesthetic composition of materials, and their relationships to one another. As a standard condition of Construction Documents phase approval, the Mock-Up shall be constructed by the developer and reviewed by the CRA with the interpretive assistance of the Developer's design team (Mock-Up Meeting) prior to the final selection and ordering of these materials. If any issues arise during the sample panel on-site review meeting, CRA Staff will work as expeditiously as possible to resolve these issues with the Developer's design team prior to the ordering of these materials. Within ten (10) days of the Mock-Up Meeting the CRA staff will provide a written determination of its approval or any proposed material modifications.

## 6.7 REVISIONS TO PREVIOUSLY APPROVED DESIGN DOCUMENTS

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Design Revisions to the previously approved Schematic Design, Design Development, or Construction Documents may only be approved if the changes do not constitute a material change in the development as approved under the Schematic Design process, and/or the changes satisfy conditions or design requests from the previous approvals. No material changes to Construction Documents are permitted after CRA Staff approval without notifying CRA Staff of the change and reason for such change. In this case, CRA Staff approval is required for the development project to proceed to completion and occupancy.

In the event that CRA and/or CDD Staff determines that such document contains changes which deviate materially from the document already approved by the CRA Board and Planning Board during the Schematic Design approval, this will be considered a substantial design revision, and CRA and CDD Staff may require submittal of amended documentation, for review by the CRA Board and Planning Board and other City departments, as needed.

## 7. PERMITTING AND COMPLIANCE

## 7.1 CITY OF CAMBRIDGE BUILDING PERMITS

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The Developer may apply for a Building Permit to commence construction from ISD upon the CRA Staff's determination that the Design Development documents are complete and generally consistent with the Schematic Design. The Building Permit *application* can be submitted before the Construction Documents for the project have been completed and submitted for approval to the CRA. The Developer however may **not** obtain a Building Permit until the Construction Documents have been approved or conditionally approved by CRA Staff.

Notwithstanding the foregoing, the Developer may also apply for and receive City permits related only to demolition, grading and excavation activities prior to the CRA Staff's approval of the Construction Documents, provided that the CRA Staff is notified of such activities prior to issuance of any City permits.

## 7.2 CRA NOTIFICATION OF CITY PERMITS

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No building permit, or any other City construction permit, including but not limited to any permits required by DPW shall be issued unless the CRA has been notified of the permit application and has confirmed compliance with this DRDAP and approvals of the CRA. Developer shall use best efforts to notify the CRA of any and all permit submissions made to the City and DPW and will work with the CRA to ensure that any concerns of consistency are addressed prior to the issuance of such any applicable permit. The Developer should continue to work closely with all other relevant City Departments such as DPW and TPT during the permitting process and should continue to inform the CRA of the scheduling and significant outcomes of each meeting.

## 7.3 SIGNAGE APPROVALS PROCESS

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The CRA Board and CRA Staff will approve exterior signage through a separate process that may run concurrently, outlined in the CRA's *MXD District Signage Review and Approval Process*.

## 7.4 CRA CERTIFICATE OF COMPLETION

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Upon building completion, the CRA shall issue a Certificate of Completion, as described in the process outlined in Development Agreement. Past approval of Construction Documents does *not* act as certification that such building, even if constructed in substantial conformance with such approval, complies with the terms of the KSURP and the Development Agreement until such a Certificate of Completion is issued by the CRA.

## 7.5 COMPLIANCE WITH OTHER LAWS

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The Developer must comply with all applicable local, state and federal laws in relation to building construction, engineering and accessibility. CRA review and/or approval of the Schematic Design Documents, Design Development Documents or Construction Documents shall not be relied upon or presented as a determination of compliance with any building codes and standards, including building engineering and structural design, or compliance with building codes or regulations, or any other applicable state or federal law or regulation relating to construction standards or requirements, including, without limitation, compliance with any local, state or federal law or regulation related to the suitability of the improvements for use by persons with physical disabilities.

# **ATTACHMENT 1**

## **DOCUMENTS TO BE SUBMITTED FOR PROJECT APPROVALS**

During each stage of the project design review process, CRA and CDD Staff and the applicant shall agree upon the necessary scale and number of copies and format (paper/digital) of the drawings for project submissions. Prior to the development team commencing work, CRA and CDD Staff and the applicant shall discuss and formally agree upon the scope of the subsequent project submissions recognizing that each project is unique and that all documents outlined herein may not be required for each project.

All plans and drawings submitted during Building Design Review shall be prepared based on accepted professional practice by an architect licensed to practice in and by the Commonwealth of Massachusetts.

### **A1.1 Infill Development Concept Plan (IDCP)**

The Infill Development Concept Plan shall include the following items in compliance with Section 14.32.2.1 MXD District of the Cambridge Zoning Ordinance:

- 1) A current development program illustrating the size, location, and uses of existing buildings at the time of submission,
- 2) A site plan for all proposed new development within the MXD Zoning District including locations of Innovation Space as described in Section 14.32.5 of the Zoning Ordinance and Active Ground Floor Uses described in Section 14.36 of the Zoning Ordinance.
- 3) A table summarizing the current and proposed future uses on building sites in the District and indicating the potential size and use (or alternate uses) of future development.
- 4) A Phasing Plan describing the anticipated timing of commercial and housing development.
- 5) A Transportation Impact Study certified by the Traffic, Parking and Transportation Department in accordance with the requirements of Section 19.24, Paragraph (2) of the Zoning Ordinance, which shall also include a parking demand analysis and a projection of proposed reliance on transit and plans to address non-automobile use.



- 6) A housing program describing the distribution of new housing units, including affordable housing units, middle income housing units, and larger family units containing two (2), three (3) or more bedrooms. The housing program shall also describe the anticipated housing tenancy (rental/home ownership) and a description of efforts to provide a mixture of tenancy types.
- 7) An open space plan depicting the size, layout and configuration of all open space within the District. This open space plan shall illustrate the open space existing in the District and open space to be developed or modified within the District and / or outside of the District in accordance with Section 14.40. The plan shall provide a narrative discussion of public programming concepts for new and existing open space. The open space plan should also describe connections between the District and the neighboring PUD-KS District.
- 8) A plan describing street and public infrastructure improvements to be undertaken in coordination with the development program, including all proposed water, stormwater and sewage facilities, which shall also be submitted to the Department of Public Works (DPW) for review.
- 9) A plan illustrating proposed building scale, height and massing, including a model and a study demonstrating the anticipated shadow, wind, noise, and light pollution impacts of all proposed buildings taller than 100 feet, and a general description of proposed mitigation measures that will be employed.
- 10) A set of urban design guidelines to be utilized in the design review process shall be included.
- 11) Proposed modifications, if any, to the development plans then approved pursuant to the Massachusetts Environmental Policy Act (MEPA) and an update on implementation of required mitigations from MEPA.
- 12) A sustainability plan describing concepts for how additional development will meet the requirements set forth in Section 14.74 of the Zoning Ordinance, including but not limited to district-wide approaches to energy, water and wastewater management, climate resiliency and waste management.
- 13) In order to effectuate the goals of promoting a vibrant retail environment and street-level activation, the Concept Plan shall include a Retail Plan to demonstrate how the project will improve and diversify the existing retail environment, create active street-level uses and attract and support the provision of local and independent businesses. Among other things, the Retail Plan shall:
  - a. Set forth target uses and users (and shall particularly target local/independent retailers and grocery store/pharmacy operators),

- b. Designate an individual responsible for implementing the plan who shall serve as a point of contact with the CRA,
- c. Describe the types of economic incentives which may be offered to tenants such as rental and fit-up allowances,
- d. Provide a street activation plan for Main Street, Broadway and Ames Street, and
- e. Identify opportunities for “start-up” retail uses at an entrepreneurial or developmental stage of business, which opportunities may, for example, be located in indoor or outdoor temporary space (such as kiosks, markets, food trucks and the like) or in leased space, or in some combination thereof.

The Infill Development Concept Plan must outline an annual reporting process to the CRA for the duration of the Kendall Square Urban Renewal Plan (KSURP) regarding the ongoing efforts on the part of the development to comply with the Retail Plan as described in Cambridge Zoning Ordinance Section 14.32.2.1 as well as the below market innovation office program described in Cambridge Zoning Ordinance Section 14.32.6(3) and mitigation commitments found in the 2015 Environmental Impact Report (EIR) and 2016 Notice of Project Change (NPC).

## **A1.2 Building Design Review**

### **A1.2.1 SCHEMATIC DESIGN PHASE**

Documents submitted at this stage in the design review will relate to schematic design level of detail for a specific project. The purpose of this submittal is to propose a specific building site design based on the IDCP, incorporating changes resulting from resolution of the CRA or City conditions, and resolution of design concerns raised and refinements requested during the IDCP approval. The Schematic Design submission for a specific project should be consistent with the prior IDCP approval and the KSURP. A Schematic Design submittal will include at minimum the following documents:

#### **A. Written Statement**

A statement of proposal shall list and quantify at minimum:

The written statement should begin with a chart with the following data points clearly delineated:

- development program including the final gross floor area calculations by use group according to the KSURP and Article 14 MXD Zoning District,
- open space areas and required open space calculations,
- floor area ratio calculations,
- vehicle and bicycle parking program and calculations,
- service and loading information (number of bays provided, uses, etc.),
- sustainability program (LEED rating),
- proposed schedule including each phase of design review, and construction including excavation/utilities/foundation, structure, and completion,
- summary of exterior materials,
- proposed structural system,
- preliminary estimate of total probable construction cost

Following the data chart described above, the following shall also be documented in a narrative and visual format:

- relationship between the proposed building and existing or proposed surroundings analyzing principles such as building form, use adjacencies, activity relationships, visual compatibility, and functional relationships.
- statement of compliance which shall include consistency with the Kendall Square Urban Renewal Plan, Article 14 of the Cambridge Zoning Ordinance, 2015 EIR / 2016 NPC, and conformity with applicable federal, state and local laws and regulations is required.
- A preliminary study demonstrating the anticipated shadow, wind, noise, and light pollution impacts of all proposed buildings taller than 100 feet, and a general description of proposed mitigation measures that will be employed.

- The complete sustainability program including at minimum a summary of LEED certification approach and resiliency plan.

## **B. Schematic Design drawings**

The Schematic Drawings shall generally include, but not be limited to:

- Isometric or perspective drawings sufficient to illustrate overall project and understand the proposed building scale, height and massing
- Site plan at appropriate scale showing all proposed land uses within the parcel and adjacent parcels; relationships of buildings with their respective uses designating public and private open spaces, terraces, landscaped areas, walkways, loading areas, streets, sidewalks, crossings, parking facilities, transit facilities, points of vehicular, pedestrian and bicycle access, and water elements. Existing and proposed new paving, planting, lighting, streets, sidewalks, and structures should be shown, both within the parcel and adjacent parcels.
- Site sections showing height relationships of those areas noted above as well as nearby buildings.
- Building plans, elevations and sections sufficient to describe the development proposal, the general architectural character, and materials proposed at appropriate scale to fully explain the concept.
- A preliminary draft proposed parcelization plan or alternative parcelization plans illustrating possible lot boundaries, vertical elevations of proposed finished grade at corners of tracts, public and private ownership, easements, and rights-of-way.

## **C. Model**

To facilitate the understanding of the impact of the specific building and site design being proposed, a 3D model of the building and site shall be submitted to the CRA, which shall be prepared at an appropriate scale indicating the exterior building

design including façade articulation, site layout, pedestrian relationship, streetscape, building landscaping and open space treatments and texture of materials. The detailed building and site model shall be inserted into a larger model encompassing adjacent areas as required by CRA Board and Staff. Facilities not under review or not yet designed may be represented in simple massing form. Additional model studies at a larger scale may be needed in order to fully understand specific proposed design details. The need for such studies will be determined at the time in consultation with the CRA Board and Staff.

#### **D. Perspectives, Sketches and Renderings**

Perspectives, sketches, and renderings, (and other appropriate illustrative materials acceptable to the CRA) as necessary to indicate the architectural character of the project and its relationship to the pedestrian level including landscaping, streetscape and adjacent open spaces, as well as viewable angles from key view points shall be submitted to the CRA.

#### **E. Façade Materials Board**

Samples of proposed façade materials and exterior colors shall be submitted to the CRA in a manner to allow reviewing staff and members of the public to clearly understand where materials are to be used on the proposed building and how they relate to each other.

### **A1.2.2 DESIGN DEVELOPMENT PHASE**

Documents submitted at the Design Development stage in design review will relate to design development level of detail for a specific project. The purpose of this submittal is to expand and develop the Schematic Design incorporating changes resulting from resolution of comments and concerns during the Schematic Design phase and to prepare drawings and other documents as to architectural, structural, mechanical and electrical systems. It is expected in this phase for the CRA to receive a complete set of Design Development drawings based on accepted professional practice.

The Design Development Document submission for a specific project should generally be consistent with the prior Schematic Design approval, and include at minimum the following documents:

**A. Design Development drawings:**

- Building relationships to landscaped areas, parking facilities, loading facilities, roads, sidewalks, crossings, mid-block connections, terraces, landscaped areas, any transit facilities, and both public and private open space areas. All proposed land uses within the subject parcel shall be designated. Existing and proposed new points of vehicular, pedestrian, and bicycle access shall be shown, indicating proposed new paving, planting, lighting, streets sidewalks and structures within the parcel and adjacent parcels.
- All utilities or service facilities which are a part of or link this project to the public infrastructure shall be shown.
- Grading plans depicting proposed finish site elevations
- Site drainage and roof drainage.
- Required connections to existing and proposed utilities.
- All existing structures adjacent the site.

**B.** Building floor plans and elevations including structural system, at an appropriate scale.

**C.** Building sections showing typical cross sections at an appropriate scale, and in particular indicating street walls and adjacent open spaces, relationship of ground floor uses to pedestrian outdoor areas, and including mechanical equipment.

**D.** Open space associated with the proposed building and consistency to the existing circulation plans of the IDCP shall be fully analyzed and presented in the Schematic Design phase. Landscape design plans showing details of landscape elements including walls, fences, planting, outdoor lighting, ground surface materials. Appropriate reference to improvements in the City's right of way shall be shown.

**E.** Drawings showing structural, mechanical and electrical systems.

- F. Materials and colors samples as they may vary from those submitted for Schematic Design approval
- G. Signage and wayfinding locations
- H. Outline specifications for materials
- I. Roof plan showing location of and screen design for all rooftop equipment, rooftop terraces or green spaces; and roof drainage
- J. Final parcelization plan or alternative parcelization plans illustrating possible lot boundaries, vertical elevations of proposed finished grade at corners of tracts, public and private ownership, easements, and rights-of-way.
- K. An updated wind tunnel model and a study demonstrating the anticipated wind impacts of all proposed buildings taller than 100 feet, and a general description of proposed mitigation measures that will be employed.

#### **A1.2.2 CONSTRUCTION DOCUMENTS PHASE**

Documents submitted at the Construction Documents stage in the design review will relate to the construction documents level of detail for a specific project. The purpose of this submittal is to expand and develop the Design Development Documents, prepare drawings and specifications in sufficient detail to set forth the requirements of construction of the project and to provide for permitting. It is expected in this phase for the CRA to receive a complete set of Construction Drawings based on accepted professional practice.

The Construction Document submission for a specific project should generally be consistent with the prior Design Development approval, and include at minimum the following documents:

- A. Full set of Construction Drawings and Specifications in sufficient detail to provide for permitting by the Inspectional Services Department.
- B. An updated final copy of the written summary document from the Schematic Design phase quantifying the development program and other required calculations should be included as well as a statement of consistency with the provisions of the Kendall Square Urban

Renewal Plan, the Article 14 MXD Zoning District, and the 2015 EIR / 2016 NPC.

- C.** Initial concepts for the Construction Phasing and Management Plan including proposed staging, detours and temporary bike & pedestrian accommodations during construction should be included in the CD phase.
- D.** A presentation of all exterior color schedules including samples, if appropriate, and final design drawings for all exterior signs and graphics prior to completed construction if different or updated since the Design Development set.
- E.** A final digital copy of the existing conditions survey information is required for the project area in PDF and CAD format for the CRA to maintain accurate historic survey of the KSURP area.
- F.** In the CD phase, the developer is required to submit designs of and the proposed location of the required sample panel (mock-up) of exterior wall and window materials to be erected on or near the site. The purpose of this sample panel is to illustrate the actual appearance of these materials on the site, in various natural light and weather conditions and architectural issues in relation to its erection and demonstrate proposed material relationships to one another. As a condition of CD phase approval, this sample panel shall be constructed by the developer and reviewed by certain members of the CRA Board and Staff prior to the final selection and ordering of these materials.

The Construction Documents shall generally be consistent with the approved Design Development Documents. The Construction Documents shall comply with the requirements of the City's Inspectional Services Department, including Site Plans and Construction Drawings and Specifications ready for permitting. CRA Staff and applicant shall continue to work to resolve any outstanding design issues, as necessary.

As a condition of CD phase approval, upon project completion and prior to issuing the CRA Certificate of Completion, the developer is required to submit, in PDF and CAD format, an updated as-built survey of the ground plane and all subsurface utilities including any building outlines, building or parking entries and exits, landscaping, sidewalk, roadway or parcel changes that were included as part of the project.



# Attachment 2: Standard Process Map for Building Design Review

## CRA Board / Planning Board

## CRA Staff / CDD Staff

### Pre-Submittal

### SD Phase

### DD Phase

### CD / Phase

Joint CRA/CDD Staff coordination with applicant to agree on Content, Organization and Format

Applicant formally submits Schematic Design Review Document for consideration (including proposed materials board)

Applicant submits DD documents for CRA review

Applicant submits CD documents for CRA and CDD Staff review (including drawings for on-site sample panel mock-up)

CRA Design Review Committee Presentation(s)  
\*\*\*no vote taken, advisory only\*\*\*

\*10 Days for completeness check

\*10 Days for completeness check

60 Days

Simultaneous CRA/CDD Staff review (Staff will prepare separate review memos)

CRA Staff review (invite CDD staff as well)

Simultaneous CRA/CDD Staff review

Joint CRA/CDD staff meeting with applicant to discuss/review draft materials and Board initial reactions. Individual meetings as needed (TPT, DPW, E&T, etc.)

Joint CRA Board / Planning Board meeting for consideration of schematic design by both boards (Optional simultaneous review of IDCP)

CRA/CDD Staff coordinate with applicant to review DD documents and address issues  
Individual meetings as needed (TPT, E&T, DPW, etc.)

CRA/CDD Staff coordinate with applicant to review CD documents and address issues

21 Days

21 Days

**NOTE: CRA Design Review Committee Presentations will include 2 CRA Board Members and 2 Planning Board Members present in addition to CDD and CRA Staff, the Developer and Architect.**

**NOTE: If the schematic design is not approved at the joint CRA Board/Planning Board meeting, CDD and CRA staff will coordinate together to meet with the Applicant to discuss outstanding design issues and setup additional meetings as necessary. The Applicant may submit additional materials as necessary.**

**NOTE: If at any time a resolution cannot be reached during the DD phase, the issue may be returned to both the CRA Board and Planning Board for resolution.**

**NOTE: When DD phase approval is complete, the Applicant may apply for and receive a Demolition and Excavation Permit as well as a Preliminary Permit for Foundation work. The Applicant may also submit an application for a Building Permit but may not receive a Building Permit until CD phase is approved.**

CRA provides ISD with approval documentation

Building Permit Certification: CDD signs off on Building Permit

Applicant constructs mock-up panel on-site and hosts a joint CRA/CDD Staff mock-up review meeting

CRA and CDD Staff review on-site mock-up panel, any issues resolved as soon as possible with Developer and design team

CDD signs off on Occupancy Permit

CRA Issues Certificate of Completion

## 3<sup>RD</sup> & BINNEY FOOD TRUCK REQUEST FOR PROPOSAL 2017 SEASON

The Cambridge Redevelopment Authority (CRA) anticipates to distribute and post the 2017 3<sup>rd</sup> & Binney Food Truck RFP on Thursday, January 12, 2017. CRA staff has held discussions with mobile food/beverage vendors, shared kitchens, and food truck blogs as a way to gather interest in the program and as well, to build partnerships that can help to provide an avenue that will allow the RFP to reach a broader group of interested vendors.

The site will be made available to the selected vendors as of Monday April 3, 2017, with an end date of Friday November 17, 2017.

### PROGRAM GOALS

The CRA's goals for the 3<sup>rd</sup> & Binney Food Truck program will continue to be to provide unique, high-quality, and tasty offerings with clean, sustainable and to all visitors of the 3<sup>rd</sup> & Binney Civic Space, as well as;

- Providing street life to the civic space at the corner of 3<sup>rd</sup> & Binney,
- Enhancing the retail and residential corridor of Third St.,
- Providing opportunities for entrepreneurs entering the retail or food industry,
- Complementing the diverse food offerings of Kendall with distinctive affordable offerings, and
- Providing a great public amenity for the Kendall Square Urban Renewal Area.

### CHANGES TO THE PROGRAM

During the 2016 pilot Food Truck season the structure of the program was based on having one entrée truck on site daily, accompanied by a rotating selection of dessert trucks. Throughout the summer months, the CRA would receive suggestions by visitors and even the trucks themselves that more dining choices were needed in order to keep visitors interested in the program. Staff has addressed this request for 2017 with the option of allowing two dining options on site vending simultaneously. Other proposed changes to the 2017 program that have been addressed by staff include:

- Allowing vendors to bid on days/hours that they would like to operate on site,
- Providing dessert vendors to bid on afternoon hours, instead of vending in the morning,
- Suggesting that all vendors to track and share data (sales, daily visitors, and other relevant data) with the CRA staff, and
- Invoicing vendors twice during the season, rather than monthly.

The changes to the program were areas that were noted in staff's "lessons learned" report, which was documented at the conclusion of the 2016 pilot program. It is staff's expectation that the changes to the original program will benefit the success of the food truck 2017 season.

### PROGRAM TIMELINE

It is common practice in other areas of the region that food trucks began operating by early spring. The 2016 pilot program had a delayed start to season due to Newport Construction's work on Main Street. That delay pushed the start of the program to mid-May. CRA staff has recommended that the 2107 season start in April. The schedule for the release of the RFP, through first day of the vending season is outlined below:

January 12, 2017:	RFP emailed out and posted on the CRA website
February 3, 2017 3-4PM:	Site visit and meeting (optional) at 3 <sup>rd</sup> & Binney
February 7, 2017 3PM:	Any clarifying RFP questions due via email
February 15, 2017:	Answers posted on CRA website and emailed to interested parties
February 22, 2017 11:59PM:	RFP submissions due online or by mail
February 22, 2017 – March 2, 2017:	Proposal evaluations
March 2, 2017:	Notifications to vendors
After March 2, 2017:	Applications will be accepted and reviewed on a rolling basis, but participation will depend on what spaces if any remain available
April 3, 2017:	Anticipated start date for new food/beverage vendors to begin operations at the 3 <sup>rd</sup> & Binney

# RFP

## 3<sup>rd</sup> & Binney Food Truck Request for Proposals 2017 Season

### OVERVIEW OF FOOD VENDING & LOCATION

The Cambridge Redevelopment Authority (CRA) is seeking to compliment the 3<sup>rd</sup> & Binney Street Civic Space with temporary vending uses that will hopefully hint at future retail offerings at the same corner. The CRA seeks mobile food/beverage vendors that provided unique, high-quality, and tasty offerings with clean, sustainable and safe operations.

The CRA owns a small remnant piece of land from the original redevelopment effort of the Kendall Square Urban Renewal Project (KSURP) at the **corner of 3<sup>rd</sup> & Binney Street**. In 2016, the CRA undertook a series of capital improvements to the site. Seating areas, ornamental grasses and planted pots were added. A special paved pad parking area for two food trucks or other mobile food/beverage vendors was created. Since the Civic Space opened in June of 2016, there have been many events held at 3<sup>rd</sup> & Binney – all free to the public. Recently a Hubway station has been added to the site, making it a popular location for users of the bike-sharing program. Having 3<sup>rd</sup> & Binney located in the epicenter of Kendall Square business district and walking distance to Kendall MIT Red Line MBTA stop the CRA anticipates the site to continue to be a popular destination for residents, visitors, and workers of Kendall Square.

The site at 3<sup>rd</sup> & Binney is anticipated to become available on Monday April 3, 2017. Selected vendors will be asked to vend on one or more days a week throughout the 2017 season.

### 3<sup>RD</sup> & BINNEY FOOD TRUCK PROGRAM GOALS:

The CRA seeks a diverse set of proposals with hopes of:

- Providing street life to the civic space at the corner of 3<sup>rd</sup> & Binney,
- Enhancing the retail and residential corridor of Third St.,
- Providing opportunities for entrepreneurs entering the retail or food industry,
- Complementing the diverse food offerings of Kendall with distinctive affordable offerings, and
- Providing a great public amenity for the Kendall Square Urban Renewal Area.

### VENDING SCHEDULE AND TERM

The CRA seeks food/beverage vendors to operate trucks, trikes, and bike carts on an asphalt pad at the CRA's 3<sup>rd</sup> and Binney parcel between **Monday April 3, 2017 and Friday November 17, 2017** between the hours of **7am and 9pm**. Food/beverage vendors will be bidding for days/hour of the week, (Monday, Tuesday, Wednesday, etc.) for the opportunity to operate on that day of the week during the entire mobile food truck season.

Approved mobile food/beverage vendors may operate for any time period during their scheduled day, **but must be present at minimum three (3) consecutive hours on each day**. Lunchtime weekdays (M-F) is the period of

highest potential of sales, due to pedestrian volume in Kendall Square, and consistent coverage of this time period is important. **Note: the asphalt pad has space for only two food trucks at a time.**

The CRA will not be responsible for cancellation of vending days due to inclement weather, vendors are encouraged to vend in all reasonable weather conditions. Fees will not be refunded should vendors choose not to show up.

## BASIC PROGRAM REQUIREMENTS

1. The mobile food/beverage truck, trike, or bike cart must be licensed to operate within the City of Cambridge by their start date at 3<sup>rd</sup> & Binney, and must meet all applicable health and safety codes at the local, state and federal level. *(See licensing and permitting requirements below.)*
2. The mobile food service vehicle must provide all necessary water, energy, and waste handling functions necessary to prepare and serve food to the public. Any trash barrels located on public or private property nearby are not to be used for mobile food operations. **Mobile food/beverage vendors must provide trash barrels for customer waste.** Areas surrounding the mobile food vehicle must be kept free of litter.
3. Experience with mobile food service and permitting.
4. Vendors must have no food vending invoice payments overdue to the CRA or the City of Cambridge.

## FOOD VENDOR SELECTION PROCESS

The CRA will seek to find compatible and complimentary vending options. The CRA will balance scheduling, food types, pricing and the days/hours offered to the CRA in order to curate a mix of food/beverage offerings. Preference will be given to vending options presented by a food/beverage establishment operators based in Kendall Square / East Cambridge neighborhoods. RFP submissions will be judged by the CRA based on a combination of the following information:

- Days, times, and hours of operation offered (note: hours of operation are 7:00am-9:00pm, a minimum of three (3) consecutive hours a day is required). Preference will be given to vending operations who commit to longer hours.
- Price point, variety, quality and uniqueness of food/beverage offerings,
- Complementarity of food and beverage types presented at same time/day with existing food providers on site, and
- Ability to track and report back to the CRA sales and/or relevant that will assist in improving site activation

After review of RFP responses, the CRA will offer schedule assignments. Vendors may accept or reject schedule assignments in whole or in part. Any specific rejected dates will be immediately made available to other vendors. Once finalized, schedule assignments may not be changed or swapped without prior approval of the CRA.

Qualifying vendors that are not accepted to the program based on space availability will be kept on a waiting list, and may be invited to participate if spaces become available throughout the season, or at other locations in Kendall Square.

## LICENSING AND PERMITTING REQUIREMENTS

Before beginning operation, a vendor will need the following permits and licenses, and must provide copies to the CRA to keep on file:

- **Massachusetts State Hawker and Peddler License** (issued by the Commonwealth of Massachusetts)
- **Annual Peddler/Vendor License** (issued by Cambridge License Commission)
  - If the vehicle uses propane, the vehicle must be inspected by the Cambridge Fire Department for compliance with Department of Transportation and 527-CMR guidelines.
- **Mobile Food Truck Permit** (issued by the Cambridge Inspectional Services Department), which requires:
  - The license for the restaurant or commercial kitchen in which food is prepared
  - Servsafe Certificate
  - Allergy Awareness Certificate

A vendor may be selected without having received these permits and licenses. If your operation has not received all necessary City of Cambridge permits, inspections and licenses prior to selection, by submitting under this RPF, you are agreeing to proceed to the appropriate City of Cambridge departments to complete the approval process before your start date at 3<sup>rd</sup> & Binney. Please note that this process may take several weeks, depending on when inspections can be scheduled. Vendors may not begin operation until all approvals are granted and copies received by the CRA. If a vendor cannot operate at an assigned time due to inspection scheduling delays, it will not restrict their ability to participate in the program after completion of the required inspections.

Because the CRA's asphalt pad is not on the public right of way, a valet, food truck or jitney permit from Cambridge's Traffic, Parking and Transportation Department is not necessary.

## PROGRAM PAYMENTS AND CANCELLATION

Approved food/beverage vendors in the CRA's 3<sup>rd</sup> & Binney Food Truck Program will be responsible for a \$50 per day non-refundable fee payment, for the approved vending days in the months of **April, May, June, and July** to be paid to the CRA on or before **March 15, 2017**. Food/beverage vendors will also be responsible for an additional \$50 per day non-refundable fee payment, for the approved vending days in the months of **August, September, October, and November** to be paid to the CRA on or before **July 14, 2017**.

The fee is based on the number of days scheduled for **April-July** or **Aug-Nov**. After receiving all required City approvals as described previously, and paying the agreed upon fee to the CRA, vendors will then be approved to begin operating.

Food/beverage vendors pre-pay in order to reserve days on the schedule during the vending season. Vendors may decide to discontinue participation in the program by informing the CRA in writing, but will not receive a refund of the fee already paid to the CRA.

If a vendor fails to operate at its assigned space and time on three (3) consecutive occasions, that vendor's participation in the program may be revoked, unless the vendor provides a reasonable explanation to the CRA. The CRA also reserves the right to revoke any permits at any time if the program requirements, municipal ordinances or other applicable regulations are violated.

If a vendor's participation in the program is cancelled, that vendor's space is forfeited and another approved vendor may take the space. Fee's paid to the CRA will not be refunded to any vendor whose participation in the program has been revoked by the CRA or the City.

## RFP TIMELINE

January 12, 2017:	RFP emailed out and posted on the CRA website
February 3, 2017 3-4PM:	Site visit and meeting (optional) at 3 <sup>rd</sup> & Binney <i>(please email <a href="mailto:eshore@cambridgeredevelopment.org">eshore@cambridgeredevelopment.org</a> to sign up for this tour)</i>
February 7, 2017 3PM:	Any clarifying RFP questions due via email <i>(please email to <a href="mailto:cperalta@cambridgeredevelopment.org">cperalta@cambridgeredevelopment.org</a>)</i>
February 15, 2017:	Answers posted on CRA website and emailed to interested parties  CRA website: <a href="http://www.cambridgeredevelopment.org">www.cambridgeredevelopment.org</a>
February 22, 2017 11:59PM:	RFP submissions due online
February 22, 2017 – March 2, 2017:	Proposal evaluations
March 2, 2017:	Notifications to vendors
After March 2, 2017:	Applications will be accepted and reviewed on a rolling basis, but participation will depend on what spaces if any remain available
April 3, 2017:	Anticipated start date for new food/beverage vendors to begin operations at the 3 <sup>rd</sup> & Binney

# APPLICATION FORM

## 3<sup>rd</sup> & Binney Food Truck Request for Proposals 2016 Season

**NOTE: This form may be filled out and supporting documentation uploaded online through the CRA website [www.cambridgeredevelopment.org](http://www.cambridgeredevelopment.org) - online is preferred**

### GENERAL INFORMATION

Name of Mobile Food Business:

Name of Applicant/Primary Contact:

Mailing Address:

E-mail:

Phone:

Name(s) of Owner(s) if *not* same as  
above:

Website:

Twitter handle, and/or Facebook  
address:

How long have you been in business,  
and/or how long have you operated a  
food truck?

Where in the Boston metro area have  
you primarily operated your food truck?

Have you operated a food truck or food  
service establishment in Cambridge?  
Please describe where and when:

### EQUIPMENT / VEHICLE INFORMATION

Type:  Truck  Trailer  Push cart  Bike cart  Other \_\_\_\_\_

Exterior dimensions (L x W x H) of largest piece of equipment including truck: \_\_\_\_\_' x \_\_\_\_\_' x \_\_\_\_\_'

**NOTE: Please submit equipment photos/drawings along with an equipment layout (JPG or PDF files if filed online) as an attachment.**



## PARTNERSHIP OPPORTUNITIES

Would you be interested in collaborating with the Cambridge Redevelopment Authority for special events or entertainment in coordination with the food trucks at 3<sup>rd</sup> & Binney Street? Yes / No

## PREFERRED SCHEDULE & FINANCIAL INFORMATION

Indicate which weekdays (**M, T, W, Th, F**) you would like to operate on CRA property at 3<sup>rd</sup> & Binney Street beginning no earlier than April 3, 2017 through November 17, 2017:

**M**                      **T**                      **W**                      **Th**                      **F**

**Proposed hours of operation for each proposed day** (Note: vendors may operate any time between 7am-9pm, but must be three (3) consecutive hours at minimum):

Are there any specific dates (month/day) that you *cannot* fulfill this proposed schedule due to prior commitments? Note that if you are chosen, these dates will be offered to others. Please describe:

## FOOD/BEVERAGE VENDING CONCEPT AND MENU (<300 WORDS)

Describe the essence of your food brand, including at minimum the following items:

- What are the basics of your menu?
- What makes your menu unique?
- What is your average revenue per customer?

***NOTE: Please attach a menu here or provide a direct link to the menu online, preferably including prices.***

## CUSTOMER EXPERIENCE

How do they find out about where you are and what is on the menu today?

---

What social media platforms do you utilize to promote your business?

---

Does the customer order through a dedicated order-taking-person on the ground, or are orders taken on the truck?

---

Is there a sandwich board menu or paper menus to pass out in the line?

---

Do you offer an option to order ahead of time online?

---

Do you take credit cards or cash only?

---

## OPERATIONS PLAN

Is there a generator integrated into the truck or separate?

---

How far and where you will be driving in from to come to Kendall Square?

---

Where and when do you prepare the food (mostly offsite, partially on-truck) (day-of, day-before)?

---

Will you require setup space outside your truck (awning, table, drink station, etc.)?

---

Will your truck provide music during operating hours?

---

How does your truck track relevant data (per person visits, best selling item, busiest day/time, etc.)?

---

How many employees do you have on any given day for one food truck?

---

Do you vary the amount of food on the truck depending on anticipated demand and how do you determine that?

---

How do you typically operate in inclement weather?

---

**Restaurant or kitchen facility where food for the truck / cart is prepared when not prepared on the truck:**

Name:

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Phone:

---

Address:

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## APPLICANT'S SIGNATURE & ACKNOWLEDGEMENTS

By signing below, you indicate that you have reviewed the requirements of the CRA 3<sup>rd</sup> & Binney Food Truck Program, that your mobile food service will meet the applicable requirements to the best of your knowledge, and that you acknowledge the statements below:

### ACKNOWLEDGEMENTS

---

I acknowledge that the CRA reserves the right to modify my proposed dates in its schedule assignment to the vendors based on criteria described in this RFP, and that vendors may accept the CRA's modifications in whole or in part. If any dates are rejected by the vendor they will be made available to others. Once finalized, schedule assignments may not be changed or swapped without prior permission of the CRA. Qualifying vendors that are not accepted to the program based on space availability will be kept on a waiting list, and may be invited to participate if spaces become available throughout the season

Yes / No

---

I acknowledge that there will be up to two food trucks present on CRA property during any given day, operating adjacent to each other and that the CRA will not schedule two food trucks with the same food type on the same date

Yes / No

---

I acknowledge that vendors must provide all necessary water, energy and waste handling functions including customer waste without requiring the on-site use of public utilities or infrastructure

Yes / No

---

I acknowledge that I have no outstanding violations with City of Cambridge Licensing Board

Yes / No

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I acknowledge that I have never been cited for illegal vending activities by Cambridge Police in last 5 years

Yes / No

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I acknowledge that permission to operate in the CRA 3<sup>rd</sup> & Binney Food Truck Program shall be granted only after receiving all necessary permits and licenses. I acknowledge that my food vending concept has and/or will have the following necessary documents completed in compliance with City of Cambridge Inspectional Services Department and Licensing Commission Policies, and will keep original copies on the truck at all times while on CRA property. Vendors who have not completed these requirements in time for their first scheduled date will not be allowed to operate.

Yes / No

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I acknowledge that acceptance into this program does not constitute permission to operate a mobile food service anywhere in Cambridge. Accepted vendors shall operate only at approved dates and times and at 3<sup>rd</sup> & Binney on CRA property only. This application is for the 2017 program and participation is not guaranteed for future years.

Yes / No

---

I acknowledge that the CRA reserves the right to revoke any permits at any time if the program requirements, municipal ordinances or other applicable regulations are violated, or if for any other reason it is in the best interest of the CRA to do so.

Yes / No

---

I acknowledge that I am able to pay the non-refundable fee that is required to secure approved day(s)/time?

Yes / No

---

Please mark what permits you have for 2017 as of the completion date of this form:

<b>Permit/License</b>	<b>Received</b>	<b>Not Yet Received</b>
Massachusetts State Hawker and Peddler License		
Annual Peddler/Vendor License (Cambridge License Commission)		
Mobile Food Permit (Cambridge Inspectional Services Dept.)		
Fire Safety Inspection (Cambridge Fire Dept.)		

***NOTE: Please submit 2017 permits/licenses (JPG or PDF files if filed online) as an attachment.***

**Signature:**

**Date:**

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Fill out this application online at [www.cambridgeredevelopment.org](http://www.cambridgeredevelopment.org) or submit a paper application by scanning and e-mailing to [cperalta@cambridgeredevelopment.org](mailto:cperalta@cambridgeredevelopment.org) or mailing to c/o Carlos Peralta, Cambridge Redevelopment Authority, 255 Main Street, 4<sup>th</sup> Floor, Cambridge, MA 02142. Applications will be accepted online or on paper until Wednesday February 22, at 11:59pm.

**NON-COLLUSION STATEMENT**

State of Massachusetts

County of \_\_\_\_\_, being first duly sworn deposes and says that:

1.0 He/she is (owner, partner, officer, representative, or agent) of \_\_\_\_\_, the Respondent that has submitted the attached Proposal;

2.0 He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3.0 Such Proposal is genuine and is not a collusive or sham Proposal;

4.0 Neither the said Respondent nor any of the officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Respondent, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from submitting a proposal in connection with such Contract, or has in any manner, directly or indirectly sought by agreement of collusion or communication or conference with any other Respondent, firm or person to fix the price or prices in the attached Proposal or of any other Respondent, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Respondent or to secure through any collusion conspiracy, connivance or unlawful agreement any advantage against the Cambridge Redevelopment Authority, the City of Cambridge or any person interested in the proposed Contract; and

5.0 The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed (type name): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NONDISCRIMINATION STATEMENT**

The Vendor agrees:

1. The Vendor shall not, in connection with the services under this Contract, discriminate by segregation or otherwise against any employee or applicant for employment on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status or any other characteristic protected under applicable federal or state law.
2. The Vendor shall provide information and reports requested by the Cambridge Redevelopment Authority pertaining to its obligations hereunder, and will permit access to its facilities and any books, records, accounts or other sources of information which may be determined by the Cambridge Redevelopment Authority to affect the Vendor's obligations.
3. The Vendor shall comply with all federal and state laws pertaining to civil rights and equal opportunity including executive orders and rules and regulations of appropriate federal and state agencies unless otherwise exempt therein.
4. The Vendor's non-compliance with the provisions hereof shall constitute a material breach of this Contract, for which the Cambridge Redevelopment Authority may, in its discretion, upon failure to cure said breach within thirty (30) days of written notice thereof, terminate this Contract.
5. The Vendor shall indemnify and save harmless the Cambridge Redevelopment Authority from any claims and demands of third persons resulting from the Vendor's non-compliance with any provisions hereof, and shall provide the Cambridge Redevelopment Authority with proof of applicable insurance.

Signed (type name):

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**CERTIFICATE OF TAX, EMPLOYMENT SECURITY, AND CHILD CARE COMPLIANCE**

Pursuant to Massachusetts General Laws Chapter 62C, §49A and Chapter 151A, §19A(b) and Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991,

I \_\_\_\_\_ (Name) whose principal place of business is located at \_\_\_\_\_ (Address), do hereby certify that:

- A. The above-named Respondent has made all required filings of state taxes, has paid all state taxes required under law, and has no outstanding obligation to the Commonwealth's Department of Revenue.
- B. The above-named Respondent/Employer has complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions.
- C. The undersigned hereby certifies that the Respondent/Employer (please check applicable item):
  - 1. \_\_\_\_\_ employs fewer than fifty (50) full-time employees; or
  - 2. \_\_\_\_\_ offers either a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program; or
  - 3. \_\_\_\_\_ offers child care tuition assistance, or on-site or near-site subsidized child care placements.

Signed under the penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Federal Identification Number

Signed (type name): \_\_\_\_\_

Title: \_\_\_\_\_

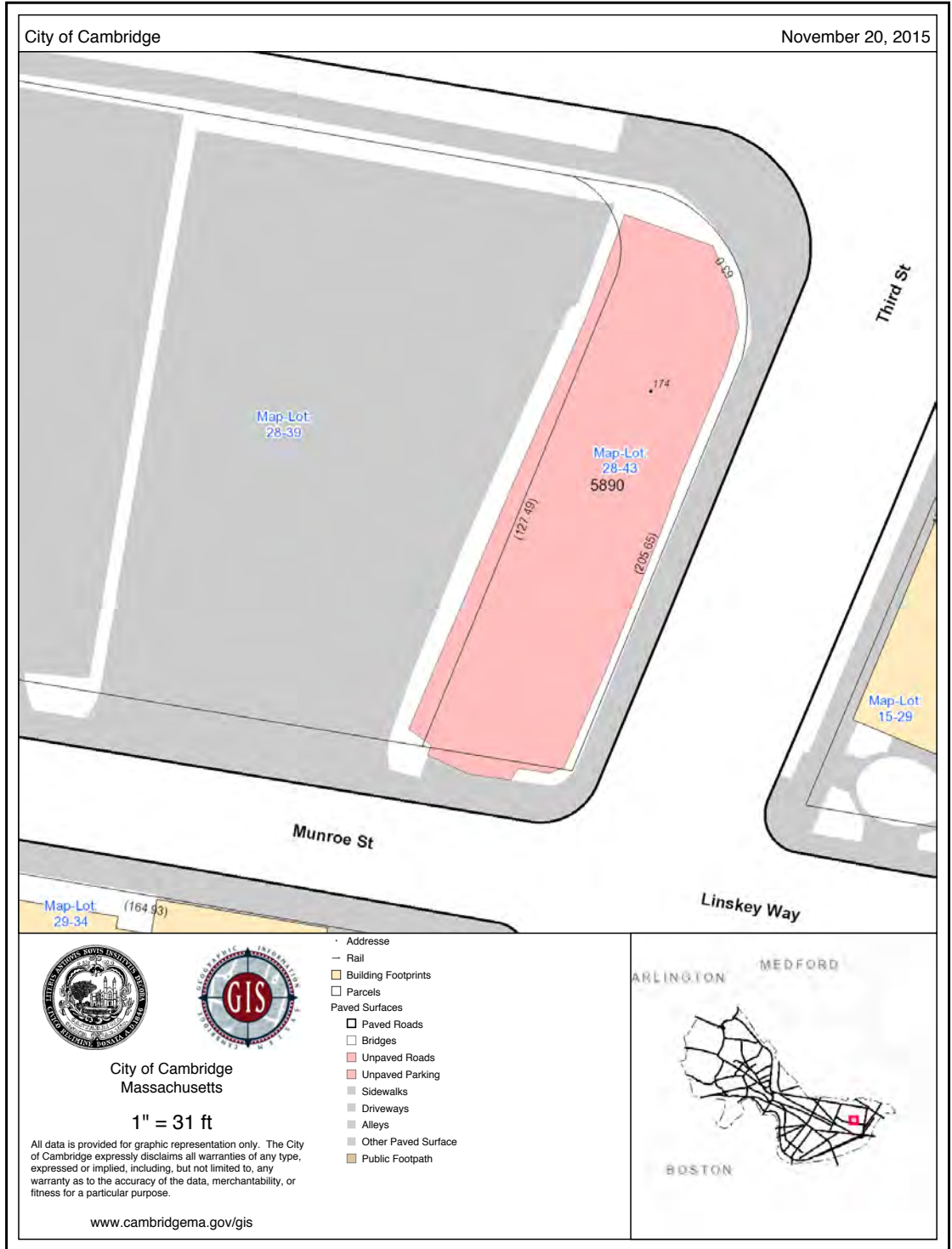
Date: \_\_\_\_\_





**ATTACHMENTS:**

**Site Map, Photo**





Public Civic Space at the corner of 3rd & Binney St



## MEMO

**Date:** 1/9/2017  
**RE:** CRA Public Art Deaccession Policy Research and Recommendations  
**To:** CRA Board  
**From:** CRA Staff

The following CRA recommended deaccession policy language was assembled reviewing the City of Cambridge Public Arts Commission deaccession policy as well as model language suggested by Americans for the Arts, which is the nation's leading nonprofit organization for advancing the arts and arts education.

### RECOMMENDED POLICY LANGUAGE

Deaccessioning is a procedure for the withdrawal of an artwork from public exhibition and is intended to maintain the value of the CRA's collection and guard against the arbitrary disposal of any of its pieces. Deaccessioning is a legitimate part of the formation and care of collections, and, when practiced, should be done in order to refine and improve the quality and appropriateness of the collection to better serve the CRA and the City of Cambridge. Standards applied to deaccessioning and disposal must be at least as stringent as those applied to the acquisition process and should not be subject to changes in fashion and taste. Whenever possible, artists should be notified of the withdrawal of their artwork from public exhibition or its relocation to a different site. In some cases such relocation may happen prior to the deaccession process commencing, as re-siting may be necessary when an artwork is in danger of being destroyed in its original location.

The CRA Board decides when a work of art should be deaccessioned after a careful and impartial evaluation of the artwork as per the criteria listed below and in accordance with the Visual Artists Rights Act of 1990. The Visual Artists Rights Act of 1990 (VARA) established specific artist rights once an artwork is sold. VARA protects the moral rights of attribution and integrity. Property ownership does not necessarily convey absolute rights over the thing bought. Real estate ownership, for example, is restricted by zoning legislation. Preservation legislation recognizes society's interest in preserving its architectural treasures, despite private ownership. Similarly, moral rights legislation recognizes that art ownership is not an absolute property right. Moral rights established by VARA include: 1) disclosure or divulgation, which allows the artist to determine when a work is complete and may be displayed; 2) paternity or attribution, which allows an artist to protect the identification of his name with his own work, and to disclaim it when applied to another's; 3) the right of withdrawal, which permits the artist to modify or withdraw a work following publication; and 4) integrity, which allows the artist to prevent his work from being displayed in an altered, distorted, or mutilated form, this includes a restriction to prevent any destruction of a work of "recognized stature," and any intentional or grossly negligent destruction of that work.

The CRA Board may review specific artworks proposed for deaccession and make recommendation about the disposal of these artworks when the artwork's present condition poses a safety hazard to the public or two or more of the conditions outlined in the attached policy are met and documented by CRA Staff.

### RECOMMENDED LANGUAGE FOR FUTURE PUBLIC ART CONTRACTS

The following is language recommended as a best practice for public agencies to use in contracts with artists by Americans for the Arts in their *Model Public Art Agreement for Public Agencies* published in June 2005. The language has been slightly modified to be more specific to the CRA. This language should be used in any future CRA contracts with artists for the production of site-specific artwork.

*This model language takes into consideration that the Artwork is site-specific. Site-specific means that the Artist designed the Artwork specifically to display at a particular Site and only that Site. The meaning of the Artwork is directly tied into the Site. A change in location of the Artwork may alter its meaning as imagined by the Artist or alter the Artist's statement as imbued in the Artwork.*

*The two alternative options provided below take into consideration that the Agency may insist on an unencumbered right to remove, relocate or destroy the Artwork to ensure that any current or future construction at the Site is not hindered.*

[Option I]

#### **## Alterations of Site or Removal of Artwork**

- a. The Agency shall notify the Artist of any proposed significant alteration of the Site that would affect the intended character and appearance of the Artwork. The Agency shall make a good faith effort to consult with the Artist in the planning and execution of any such alteration. The Agency shall make a reasonable effort to maintain the integrity of the Artwork.
- b. The Agency agrees not to arbitrarily remove or relocate the Artwork without first making a good faith effort to contact the Artist. The Artist shall not unreasonably withhold approval of removal or relocation of the Artwork. Should the Artist agree to such removal or relocation, the Artist shall provide the Agency with written handling instructions. In the event that the Artist is deceased or unable to otherwise give the Artist's consent, the current owner of the copyright of the Artwork shall not unreasonably withhold permission, keeping in mind the intentions of the Artist at the time of commission and fabrication.

[OR] [Option II]

#### **## Alterations of Site or Removal of Artwork**

- a. The Agency shall notify the Artist in writing upon [adoption of a plan of construction or alteration of the Site] which would entail removal or relocation of the Artwork which might result in the Artwork being destroyed, distorted or modified. The Artist shall be granted the right of consultation regarding the removal or relocation of the Artwork. If the Artwork cannot be successfully removed or relocated as determined by the Agency, the Artist may disavow the Artwork or have the Artwork returned to the Artist at the Artist's expense.
- b. As part of the third step in the *Steps for Deaccessioning* of the CRA Deaccession Policy, the CRA and the Artist shall engage in good faith negotiations concerning the Artwork's removal or relocation for a period not to exceed [90] days after written notice to the Artist. If an agreement can be made, the artist shall sign a Deaccession Agreement in accordance with the fifth step in the *Steps for Deaccessioning* of the CRA Deaccession Policy. However, the artwork may be removed or relocated or destroyed by the Agency should the Artist and the Agency *not* reach mutual agreement on the removal or relocation of the Artwork after a period not to exceed [90] days after written notice to the Artist.
- c. In the event of changes in building codes or zoning laws or regulations that cause the Artwork to be in conflict with such codes, laws or regulations, the Agency may authorize the removal or relocation of the Artwork without the Artist's prior permission. In the alternative, the Agency may commission the Artist by a separate agreement to make any necessary changes to the Artwork to render it in conformity with such codes, laws or regulations.

- d. If the Agency reasonably determines that the Artwork presents imminent harm or hazard to the public, other than as a result of the Agency's failure to maintain the Artwork as required under this Agreement, the Agency may authorize the removal of the Artwork without the prior approval of the Artist.
- e. This clause is intended to replace and substitute for the rights of the Artist under the Visual Artists' Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The parties acknowledge that this Agreement supersedes that law to the extent that this Agreement is in direct conflict therewith.



Draft: 1/11/2017

## CRA DEACCESSION POLICY

The CRA deaccession policy was assembled by reviewing the City of Cambridge Public Arts Commission deaccession policy as well as model language suggested by Americans for the Arts, which is the nation's leading nonprofit organization for advancing the arts and arts education.

Deaccessioning is a procedure for the withdrawal of an artwork from public exhibition is intended to maintain the value of the CRA's collection and guard against the arbitrary disposal of any of its pieces. Deaccessioning is a legitimate part of the formation and care of collections, and, when practiced, should be done in order to refine and improve the quality and appropriateness of the collection to better serve the CRA and the City of Cambridge. Standards applied to deaccessioning and disposal must be at least as stringent as those applied to the acquisition process and should not be subject to changes in fashion and taste. Whenever possible, artists should be notified of the withdrawal of their artwork from public exhibition or its relocation to a different site. In some cases such relocation may happen prior to the deaccession process commencing, as re-siting may be necessary when an artwork is in danger of being destroyed in its original location. Note that this procedure does not apply to temporary artwork if the agreed upon period for the artwork's exhibition is at an end.

The CRA Board decides when a work of art should be deaccessioned after a careful and impartial evaluation of the artwork as per the criteria listed below and in accordance with the Visual Artists Rights Act of 1990. The CRA Board may review specific artworks proposed for deaccession and make recommendation about the disposal of these artworks when the artwork's present condition poses a safety hazard to the public or two or more of the conditions are met and documented by CRA Staff:

### **Conditions for Deaccessioning**

The artwork must meet a mixture of some but not necessarily all of these conditions according to the judgment of the CRA Staff and Board, in order to be considered for deaccession. These conditions should serve as an outline for writing Deaccession Reports, as described in the following section - *Steps for Deaccessioning*.

1. The artwork's present condition poses a safety hazard to the public;
2. Changes in building codes or zoning laws or regulations cause the Artwork to be in conflict with such codes, laws or regulations;
3. The artwork has been damaged or has deteriorated to the point that it can no longer be represented to be the original artwork;
4. The restoration of the artwork's structural or aesthetic integrity is technically not feasible, or repair and conservation work will render the work false, or the expense of restoring it exceeds 50 percent of the original cost of the artwork;
5. The architectural support (building, wall, plaza) is to be destroyed and the artwork cannot be removed intact for relocation;
6. Significant changes in the use, character, or actual design of the site have occurred, and/or the artwork may have lost its contextual meaning and it cannot be re-sited, or re-siting the artwork would be inappropriate, thereby prohibiting the retention of the artwork as originally conceived;

7. The artwork requires excessive and inappropriate conservation and/or maintenance or has faults of design or workmanship which can be termed inherent vice;
8. An artwork is not, or is rarely, on display because of lack of a suitable site.
9. The condition or security of the artwork cannot be reasonably guaranteed in its present location;
10. The CRA wishes to replace the artwork with a work of greater significance by the same artist;
11. Removal has been requested by the organization or property owner displaying the artwork (if other than the CRA) or removal has been requested by the artist;
12. The artwork is proved to be inauthentic or in violation of existing copyright laws;
13. The artwork has received documented, unabated and overwhelming public objection from a measurably large number of citizens and/or organizations based within the community where the artwork is located over at minimum ten years, and added community outreach has resulted in little significant community support and modifications of the artwork to change public acceptance as per discussions with the artist are not possible.

### **Steps for Deaccessioning**

The following procedure summarizes the deaccessioning process for CRA Staff and the CRA Board from initiation with the writing of a deaccessioning report to deaccessioning completion. This procedure establishes guidelines for the ethical disposal of deaccessioned works of art.

1. CRA Staff prepares a Deaccession Report, which includes:
  - Basic information including title of work, location, year created, materials used
  - History and CRA background with the art
  - Documentation of current condition and site
  - Review of any restrictions which may apply to the artwork based on contract review or the condition of the artwork;
  - Challenges and obstacles regarding the work of art;
  - Analysis of the reasons for deaccessioning following conditions 1-13 listed above;
  - Options for storage or disposition of the artwork; and appraised value of the artwork, if reasonably obtainable;
  - Documentation of any initial conversations with the artist or others regarding deaccessioning.
2. The CRA Board reviews the report at a regular meeting to make a deaccessioning determination. The CRA Board may seek additional information from artists, galleries, conservators and other artist professionals prior to its final recommendation.
3. In the event that a recommendation to deaccession is made by the CRA Board, CRA Staff will be authorized to:
  - Inform the artist in writing of this decision and be given right of first refusal to buy back or otherwise repossess the deaccessioned artwork, including title, or the CRA will arrange for appropriate disposal/destruction of the artwork;
  - Inform any donors associated with the artwork (if the artwork was a donated gift) of the intent to deaccession; and
  - Provide the appropriate public notification. (Public notification may include notice on the CRA website and social media feeds, as well as announcements at CRA Board meetings and communications to the Cambridge Public Art Commission in addition to others as deemed necessary and prudent.)

4. After proper public notification, the CRA Staff will consider the following actions, giving preference to public institutions in order that artworks may continue to retain the greatest amount of public accessibility (in order of priority). Note that arrangements agreed upon with the donor or artist at the time of the CRA's acquisition of the artwork such as a re-donation or sale take precedent.

- A. Indefinite loan to another governmental entity
- B. Trade through artist, gallery, museum, or other institutions for one or more other artwork(s) of comparable value by the same artist. If the artwork is found to be of no monetary or negligible monetary value a donation of the artwork may be made to a willing and interested artist, gallery, museum, or other institution;
- C. Sale through auction, art gallery or dealer resale, or direct bidding by individuals, in compliance with City and State law and policies governing surplus property;
- D. Long-term storage (if feasible)
- E. Destruction of artwork deteriorated or damaged beyond repair at a reasonable cost, and/or deemed to be of no or only a negligible value, in accordance with national standards for conservation and deaccession. In this case, destruction should be complete, irreversible, and documented.

5. When an action is selected, CRA Staff will:

- Write a final letter of deaccession notice to the artists and attach a final Deaccession Report along with a Deaccession Agreement.
- The artist will sign and return the Deaccession Agreement
- The deaccession action will be executed by CRA Staff in an estimated timeline included in the aforementioned deaccession documentation, or as early as practicable

6. Any financial costs incurred to implement removal, donation and/or disposal of the artwork will be funded by CRA property maintenance funds





## REPORT

**Date:** 1/9/2017  
**RE:** Deaccession Recommendation Report: Octahedron  
**TO:** CRA Board  
**FROM:** CRA Staff

### BACKGROUND

#### DATA

**Title:** *Octahedron (Definition: a three-dimensional shape having eight plane faces, especially a regular solid figure with eight equal triangular faces)*

**Artist:** Karl Schlamming

**Original Location:** Cambridge Center Plaza, north side of Main Street, nearby Kendall Square red line MBTA station and Marriott hotel entrance

**Current Location:** CRA Parcel 7, near corner of Binney Street, Galileo Way and Fulkerson Street

**Creation Date:** 1985

**Removal Date:** 2012

**Materials:** Unknown synthetic composite with real gold leaf on the exterior, supporting structure is a steel tube

**Dimensions:** 160" wide along widest dimension at the center on each side and 240" high including the metal pole

### HISTORY AND CRA BACKGROUND

#### Cambridge Center Plaza

Cambridge Center Plaza (the Plaza), on the north side of Main Street was designed to be a key public open space owned by the Cambridge Redevelopment Authority (CRA) in the Cambridge Center development plan. The Plaza was part of a master planned development by Boston Properties that was originally called "Cambridge Center" until the name was changed to "Kendall Center" in 2014. There were many historic planning documents dating back to the 70s and 80s that referred to the Plaza as the "Transit Plaza" but that name was used in planning only. The Plaza framed the main entry and exit points to the Kendall Square MBTA station, as well as the Marriott hotel, the walkway to Broadway through the Marriott lobby and several retail establishments such as a bookstore and food court. The Plaza originally had movable furniture with umbrellas and was designed with electricity hookups around the outside edges in order to accommodate plans for a seasonal kiosk retailer that was not originally successful. The Plaza and all its features was owned by the CRA until after the 2012 Plaza reconstruction.

The two defining architectural features of the Plaza were part of a larger artistic vision for the space by the artist: a) the colorful patterned paver layout for the hardscape specially designed to evoke a Persian carpet, and b) the 75-foot tower situated in the southeast corner of the Plaza near Main Street with a series of descending steps framing the base of the tower facing into the middle of the Plaza instead of toward the street. The Octahedron was commissioned in 1985 specifically to be featured as the visual focal point atop the tower as part of the overall artistic vision of the Plaza as a complete unified scheme. The intent of the staircase was to create a casual amphitheater-like environment where workers could eat their lunch on the steps while people watching in the Plaza. The concept essentially being a larger civic version of the traditional urban "stoop." The tower also

enclosed an emergency exit staircase for the hotel ballroom and a ventilation shaft for the underground loading docks.

### **2012-2013 Plaza Redesign and Reconstruction**

In 2012 the Plaza and surrounding ground floor retail was redesigned by Shadley Associates Landscape Architects in partnership with Elkus / Manfredi Architects under contract with Boston Properties and with Callahan as the construction manager. Upon completion of the Plaza renovations, ownership changed from the CRA to Boston Properties. As part of that complete Plaza reconstruction the entire tower was removed from the Plaza to open up the space, remove the stair feature which was never used as intended. At the time of the tower removal, the Octahedron was placed in storage by the construction contractor at the contractor's property in Methuen, MA.

The new Plaza is more open, active and in the summer is programmed with various events including weekly concerts and a popular farmers market. There is better seating with more comfortable movable tables and chairs, cushions to be used to lay out on the new lawn, and large honeylocust trees for shade. The Entrepreneurs Walk of Fame begins at the Plaza. The Plaza opens to the south providing sun nearly all day long. With the Kendall Red Line station as well as new restaurants with patios facing the Plaza on two sides and the walkway through the first floor of the Marriott over to Broadway on the other side, the Plaza is one of the most active nodes of activity in Kendall Square.

### **The Artist and Fabrication**

Award winning German sculptor Karl Schlamminger was hired to create the sculptural object to adorn the top of the utilitarian tower as well as the design for the Plaza pavement pattern. There is no known record of the artist selection process, or Mr Schlamminger's creative process or fabrication of the Octahedron. It is also not known whether Mr. Schlamminger signed an artist contract with Boston Properties or the CRA, as none has been found in historic files from that time. In February 2016 CRA Staff was contacted by local woodworking sculptor Paul Nichols who remembers Mr. Schlamminger visiting a woodworking shop that specialized in wood patterns and models called Dixon's in Woburn, MA to have the Octahedron design created as a scale model so he could see what his idea would look like (see attached images). There was much discussion regarding how to attach the Octahedron to the tower and how to make smooth unobtrusive seams. The solution was to make a small door so that workers could fasten the Octahedron to the steel tube from the inside making the structure appear seamless, and then exit the Octahedron when the installation was completed. CRA Staff was also contacted by Naomi G. Lipsky, President of the Massachusetts Society of Gilders who indicated that she believes the sculpture has a real gold leaf not an imitation finish as some had assumed over the years.

## **CURRENT CONDITION AND CURRENT SITE**

In 2013, the contractor for the 2012 Plaza reconstruction project contacted CRA Staff when they received notice that their storage facility in Mathuen needed to be vacated. CRA Staff accepted delivery of the Octahedron at the CRA property at the corner of Binney, Galileo Way and Fulkerson Streets and placed the sculpture on blocks so it would not be sitting directly in mud. The process of moving the Octahedron required a flatbed truck and a crane at a cost of about \$5,000. The Octahedron was placed in the back corner of the lot surrounded by a locked fence where the CRA stores snow in the winter months and provides space for construction staging in the summer months. In 2016, the City of Cambridge began a design process to transform the Binney Street lot into a public park during 2017, which provided the impetus for the CRA to resolve the future of the Octahedron as soon as possible. Design work on the new public park will begin in the first half of 2016 and be managed through CDD (Cambridge Community Development Department).

The Octahedron was removed from its Plaza tower context by the contractor in 2012 intact and still attached to the large black metal tube that had been holding it upright on the top of the tower. When the sculpture was moved back to Cambridge at some point the hatch door was stolen and removed from the sculpture, leaving the interior of the sculpture exposed to the elements. This has not been a significant concern because the sculpture walls are made of a synthetic composite – possibly fiberglass. The gold leaf has significantly more visible wear on the top of the sculpture that faced the sun, rain and snow for nearly 30 years when it had been properly installed upright.

The Octahedron became a subject of online intrigue in February 2016 which led to an article in the online and paper versions of the Boston Globe. (<https://www.bostonglobe.com/lifestyle/2016/02/18/snow-melts-huge-golden-mystery-object-reappears-cambridge/00LofpoJHYzOFpxQuboheO/story.html>) Several comments on the Boston Globe website to that story suggest re-using the Octahedron as a playscape at ground level in the new park to be built at that location. If it were to be used in that manner, it would not need to be placed upright in its original position, but would need to be adapted for play by either partially burying the lower portion or placing it on a stabilized surface and attaching objects like ladders or handles to it so it could be climbed as well as widening the trap door access point so kids could enter inside.

## RESTRICTIONS AND CHALLENGES

There are no known contractual restrictions on the Octahedron because no known documentation exists with Boston Properties or the CRA. While it is unclear who paid for the creation of the Octahedron, the CRA is the assumed owner because the CRA was the owner of the Plaza property until after the 2012 reconstruction was completed. Additionally, when another nearby open space was constructed collaboratively between Boston Properties and the CRA in the late 1980s, Point Park (Galaxy Park), the CRA retained clear ownership of the sculpture within that park. This can be used as an informative precedent from the time.

The current condition of the Octahedron presents a number of challenges:

- The original intent of the sculpture – which was to adorn the top of the tower and serve as the peak of a tall visual focal point of a larger urban landscape - is now entirely gone.
- Without that context, the prodigiously large scale and simple geometric form of the piece makes little sense at ground level and is out of scale with a street-level sidewalk-adjacent urban environment.
- The steel tube structural support system was also designed specifically for the top of the highly reinforced tower, but without an extremely solid high strength base for that steel tube, the sculpture cannot stand upright as it was originally intended.
- In order to stand upright even at grade level, a large and deep concrete foundation would have to be poured for the steel tube in order to be able to form a base of support for the wind loads that the Octahedron would need to be able to withstand.
- The gold leaf finish on the Octahedron has lost much of its luster over 30 years of outdoor display in full sun/rain/snow and if used again as an art piece may require restoration of the gold leaf finish.
- The trap door that was used to originally mount the Octahedron on its structural steel support needs to be re-fabricated and replaced to protect the interior from the elements.
- An analysis of the fastening devices that secure the Octahedron to the metal tube would need to be performed in order to ensure they have not deteriorated and it could be re-used safely.
- While the Octahedron has been placed on wooden blocks to keep one of its eight sides from sinking into the mud, the weight of the object has caused the blocks to sink and the sculpture is now touching the ground on some sides, with an unknown impact on the material, finish and structure.
- The sculpture could more easily be re-used or re-purposed if it were not used as a formal sculpture standing upright in the position it was originally intended, but any re-purpose would require understanding the impact of the use on the structural integrity of the object.

- Moving the Octahedron is very expensive and requires a wide-load flatbed trailer truck with a crane in order to be able to lift the substantial total weight. The weight is believed to be largely due to the metal tube.

## DEACCESSIONING ANALYSIS

CRA Staff has identified several conditions for deaccessioning in the CRA Deaccessioning Policy which apply to the Octahedron (numbers corresponding to the Policy):

#3. The restoration of the artwork's structural or aesthetic integrity is technically not feasible, or repair and conservation will render the work false, or the expense of restoring it exceeds 50 percent of the original cost of the artwork;

- *The re-creation of the tower that the Octahedron was designed to be placed on top of would likely exceed 50 percent of the estimated original cost of the artwork given assumptions regarding the increase of construction costs beyond CPI since the 1980s. Alternatively, the creation of a large enough concrete pad for the Octahedron to stand upright safely at ground level using the steel tube support it is already mounted on would be prohibitively expensive for the CRA.*

#4. The architectural support (building, wall, plaza) is to be destroyed and the artwork cannot be removed intact for relocation;

- *The architectural support for the Octahedron as well as the Plaza context that was so important to its integrity as a piece of art was demolished in 2012 as described previously. Without the tower the art piece is out of scale and without the original Plaza context it is incongruous to its surroundings.*

#5. Significant changes in the use, character, or actual design of the site have occurred, and/or the artwork may have lost its contextual meaning and it cannot be re-sited, or re-siting the artwork would be inappropriate, thereby prohibiting the retention of the artwork as originally conceived;

- *The Octahedron has entirely lost its contextual meaning and cannot be re-sited in a similar manner that replicates the original intent of the work on any CRA properties. While schemes have been floated to re-site the artwork in various locations including in a roadway median near the Longfellow Bridge, they have been deemed inappropriate by the City of Cambridge, therefore prohibiting the retention by the CRA of the artwork as originally conceived.*

#7. An artwork is not, or is rarely, on display because of lack of a suitable site.

- *The Octahedron has not officially been on display since it was removed in 2012, although due to the scale of the object protruding above the fence line in its storage location, it can be seen to pedestrians, cyclists and drivers on streets nearby and has generated public curiosity and interaction from afar. Even if the Octahedron was not displayed upright as originally intended, it does not currently sit on a base stable enough nor is it outfitted properly to allow for safe display and access by the general public, and therefore will be kept behind a fence until it is dispossessed by the CRA.*

#11. Removal has been requested by the organization or property owner displaying the artwork (if other than the CRA) or removal has been requested by the artist.

- *Because the Octahedron was not designed into the 2012 Plaza renovation, removal was requested by Boston Properties prior to renovating and taking ownership of the Plaza. Removal is also necessary from*

the Octahedron's current site due to the planned 2017 construction of a new public park currently being designed by CDD on that site.

## OPTIONS FOR DEACCESSIONING

Several options for deaccessioning are suggested in the CRA Deaccessioning Policy. The following is a brief analysis of the applicability of each option to the Octahedron:

- Sale through auction, art gallery or dealer resale, or direct bidding by individuals, in compliance with City and State law and policies governing surplus property;
  - *The Octahedron is largely seen by the art and architecture community as having negative value due to the expense of moving it (which is estimated to be at least \$5,000) or the costs involved in re-displaying the artwork in a manner more in keeping with the original intent (which would require pouring a concrete pad or finding a tower to secure the metal rod the Octahedron sits on). CRA Staff pursued whether or not the gold leaf has recoverable value, but according to the Society of Guilders it was not found to recover the costs involved in reclaiming the gold leaf.*
- Trade through artist, gallery, museum, or other institutions for one or more other artwork(s) of comparable value by the same artist. If the artwork is found to be of no monetary or negligible monetary value a donation of the artwork may be made to a willing and interested artist, gallery, museum, or other institution;
  - *A trade for artwork of comparable value by the same artist is not possible because the context that is so important to the integrity of the Octahedron as a work of art has been lost and is thereby not seen as having an equivalent value to his other works. The majority of Mr. Schlamminger's works are site-specific installations that are fully integrated into and rely entirely on their built environment, and therefore a trade of work by the same artist is impossible. A donation of the work has been attempted at the two art institutions in Massachusetts believed to be capable of handling large scale sculpture but has been declined by both (read further in the following section). It is possible the CRA Staff could spend more time pursuing a broader array of art contacts in the New England region if the CRA board believes it to be necessary. At the recommendation of the CRA Board, Staff could pursue a wider more public advertising strategy for donation of the Octahedron that could include listing on various online platforms. The intent would be to find a recipient willing to pay for transportation costs. Prior to pursuing a wider offering strategy, the CRA may need to get permission from the artist.*
- Indefinite loan to another governmental entity
  - *Offers to loan or donate to other City departments for the use of the Octahedron in other contexts such as public parks and streetscapes has been declined by the Community Development Department (CDD) and Department of Public Works (DPW). Municipal or state government entities outside of Cambridge have not been pursued by CRA Staff.*
- Long-term storage
  - *The removal of the Octahedron from its current location is time sensitive as CDD is planning to complete construction drawings for the new Binney Street Park and begin construction in late summer. The Octahedron needs to be removed by that time. Long-term storage without a clear plan for a new home would be prohibitively expensive for the CRA, especially given land costs for*

*outdoor storage and lack of availability for indoor storage in the Cambridge-Boston-Somerville area. Long-term storage would likely result in greater physical deterioration both inside and outside of the Octahedron including the gold leaf, metal frame and composite body due to sun, humidity, rain, and snow. CRA Staff does not believe long-term storage would be a prudent use of CRA funding with no clear path toward transferring the artwork to a new owner or back to the original artist. No other CRA-owned land is available for the storage of the Octahedron as all other significant properties are currently being used as public open spaces or temporary civic spaces. Siting the Octahedron at one of these properties for storage purposes would require significant investments to prepare the site to receive and properly display the Octahedron and minimum restoration efforts to the artwork to allow for safe public access.*

- Destruction of artwork deteriorated or damaged beyond repair at a reasonable cost, and/or deemed to be of no or only a negligible value, in accordance with national standards for conservation and deaccession.
  - *CRA Staff is considering destroying the Octahedron as recommended by the Artist now that several leads and attempts have been made for others to take it (see the following section). If no others express interest and the CRA Board chooses to approve the destruction of the artwork, CRA Staff has received a cost estimate of \$1,500 from a contractor to destroy and properly dispose of the Octahedron. With the assistance of the Society of Guilders, CRA Staff has found that the gold leaf is not recoverable in a manner that would cover the costs of the gold leaf recovery process.*
- Re-donation, sale or other arrangement agreed upon with the donor or artist at the time of the CRA's acquisition of the artwork.
  - *Due to a lack of documentation from the 1980s origination of the Octahedron project, there were no known arrangements agreed upon with the artist or with Boston Properties at the time of the CRA's acquisition of the artwork.*

## SYNOPSIS OF INITIAL EXPLORATORY CONTACTS

In August, CRA Staff contacted the most prominent institutions in Massachusetts that display large scale sculpture, MassMoCA in North Adams, MA and the DeCordova Sculpture Park and Museum in Lincoln, MA.

Representing MassMoCA, Paulette Wein, Assistant to the Director stated in an email dated 8/17/2016 "I checked with our director who asked me to thank you for your offer, but we do not accept donations of art. MASS MoCA is a non-collecting institution that primarily exhibits site-specific commissions and large-scale works on loan from museums, collectors, and artists."

Representing DeCordova, departing museum curator Jennifer Gross called CRA Staff in August 2016 and also declined the donation offer, citing the size as potentially too large.

Representing the Massachusetts Society of Guilders, Naomi G. Lipsky, offered to evaluate whether the gold leaf could be recovered from the Octahedron, or alternatively assist in finding a new home willing to receive the Octahedron as a donation. Ms. Lipsky contacted CRA Staff after seeing the previously described article in the Boston Globe in February 2016. On December 1, 2016 Ms. Lipsky sent CRA Staff a memo regarding her assessment of the gold leaf on the Octahedron, and the process that would be required to reclaim the gold leaf or re-gild the Octahedron. She also visited the Octahedron at that time to take photos and has subsequently been exploring leads regarding those who may be interested in taking the sculpture. Ms. Lipsky has not yet found a



willing party to take the Octahedron nor is it clear what cost the CRA may need to incur as part of any transfer to a new owner.

During summer 2016, CRA Staff wrote up a letter and email and had it translated into German and sent both on paper and electronically to Mr Schlamminger's last known address, but received no response. On August 18, 2016 CRA Staff sent an email to the Ismaili Center in Toronto where Mr Schlamminger had installed his largest most recent works, asking if they could contact him on our behalf since we had trouble finding a current email and postal address for him in Germany.

On August 19, 2016 Mr. Schlamminger contacted CRA Staff by phone having received a call from the Ismaili Center in Toronto that morning. During this conversation, CRA Staff updated him on the current status of the Octahedron and the renovation of the Plaza and subsequent removal and storage of his work. He recalled conversations with the previous CRA Executive Director regarding ideas to place the Octahedron in the roadway median at the base of the Longfellow Bridge. The return of the Octahedron to the artist was offered during that phone call, but declined due to Mr. Schlamminger's location in Germany. CRA Staff notified him that MassMoCA and DeCordova had both declined to take it.

Mr. Schlamminger offered that he was friends with architect Moshe Safdie who's headquarters office is in Somerville and would contact him to see if Moshe Safdie's office could take the Octahedron. Mr. Schlamminger stated that if Safdie's architecture firm would not take it he authorized the CRA to destroy it. Mr. Schlamminger also gave CRA Staff an updated email address.

On August 26, 2016 Chris Mulvey who works at Moshe Safdie's office contacted CRA Staff and arranged to see the Octahedron in person. In a subsequent meeting and conversation, Mr. Mulvey declined to take the Octahedron citing that it was too large and would be too expensive to move because it required a flat bed truck and crane.

## PHOTO DOCUMENTATION

### ORIGINAL CONDITION / MODEL PHOTOS

*See Attached*

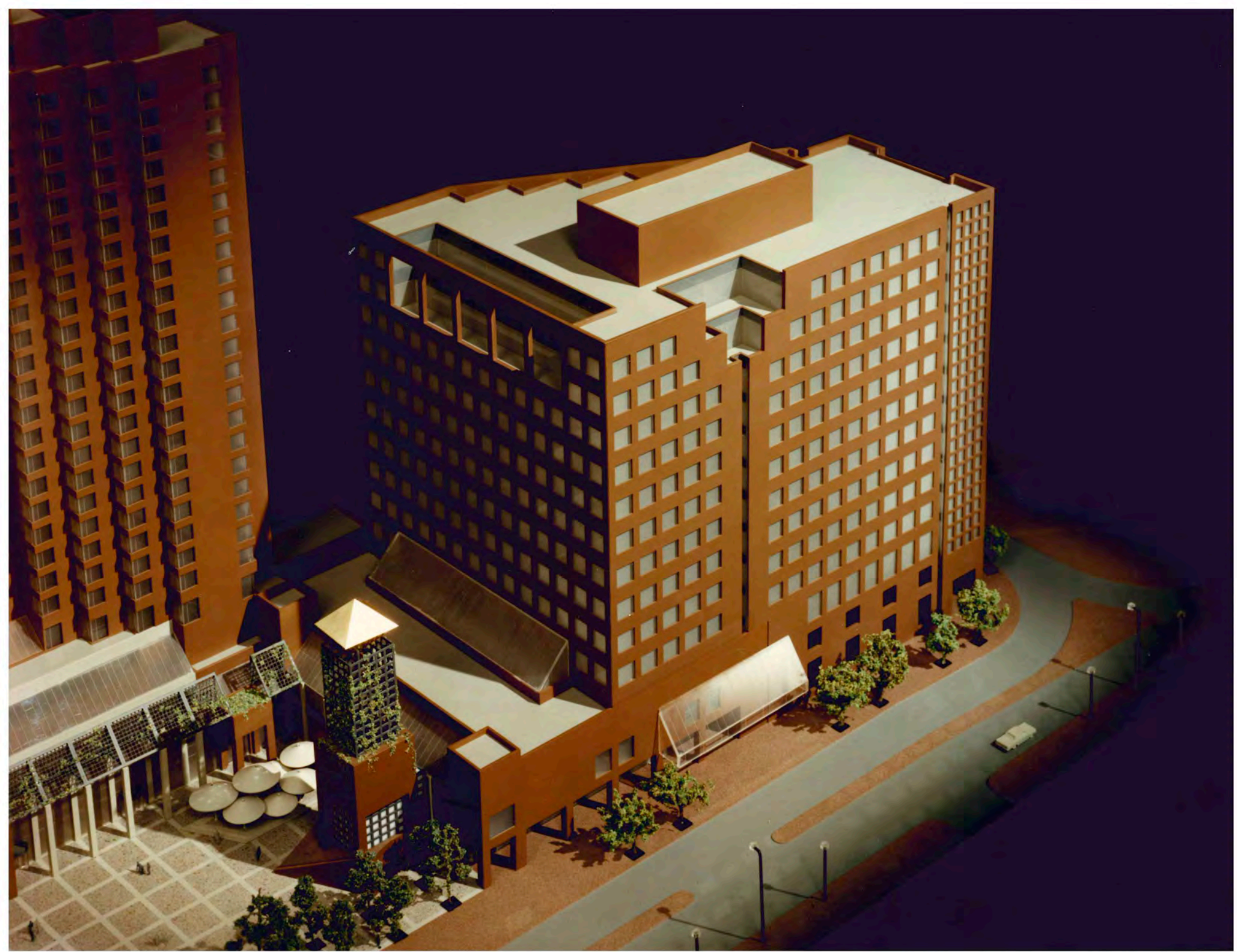
### CURRENT CONDITION PHOTOS

*See Attached*

## ATTACHMENTS

Artist Statement Regarding Octahedron for 2012 CRA Longfellow Median Scheme

Society of Guilders Letter (Naomi Lipsky) dated December 1, 2016 "*Options for the Octahedron*"

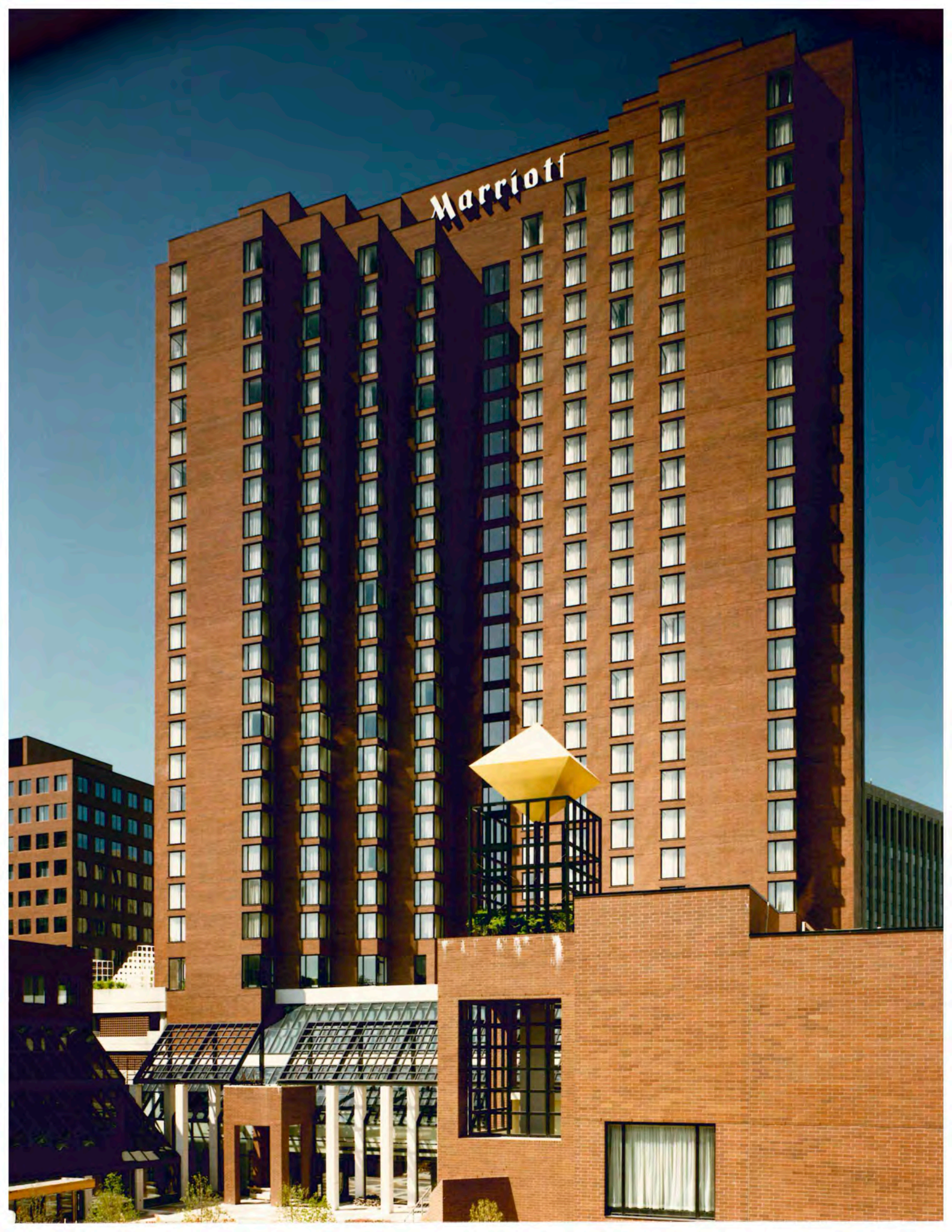








Marriott













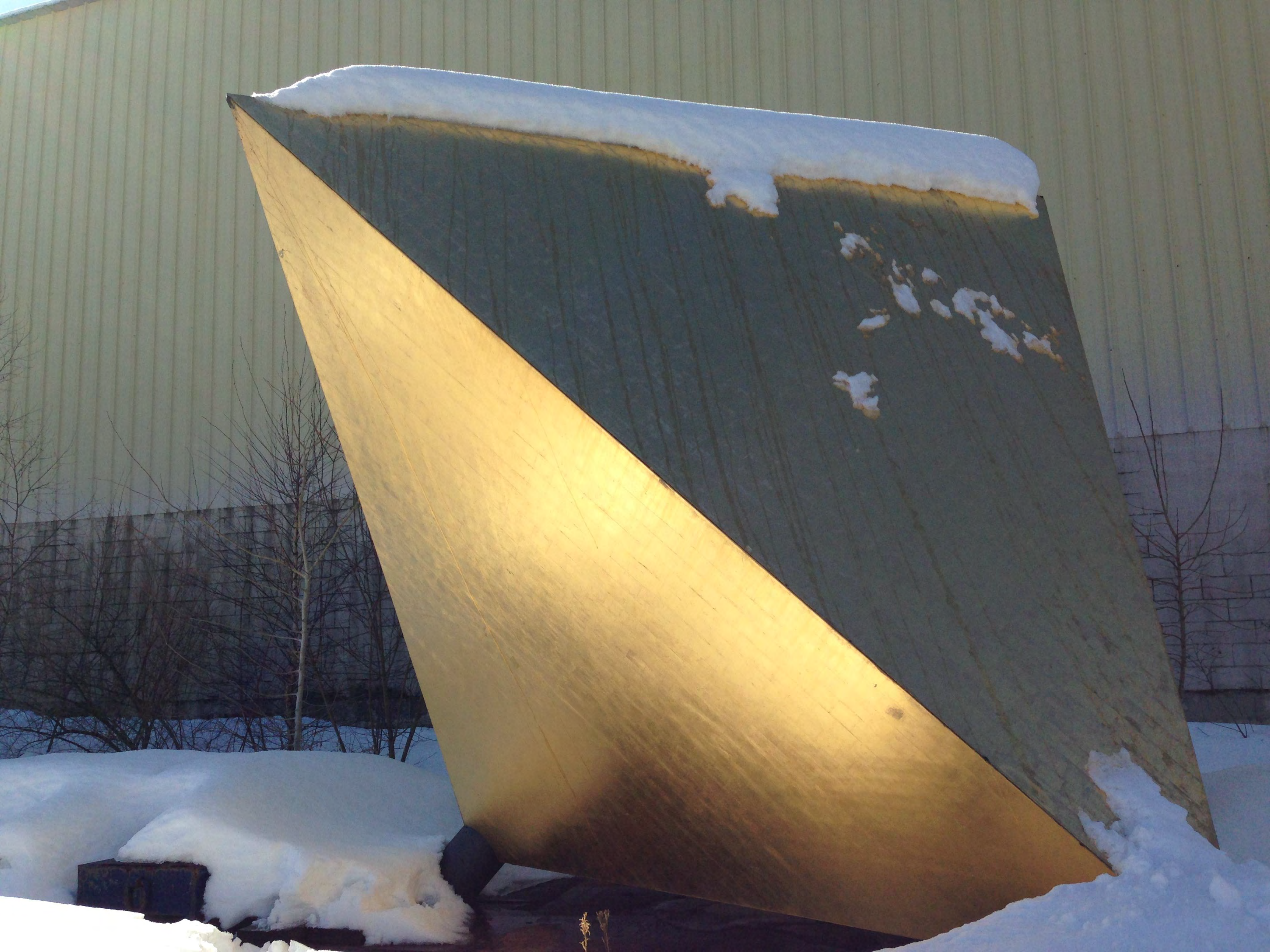


















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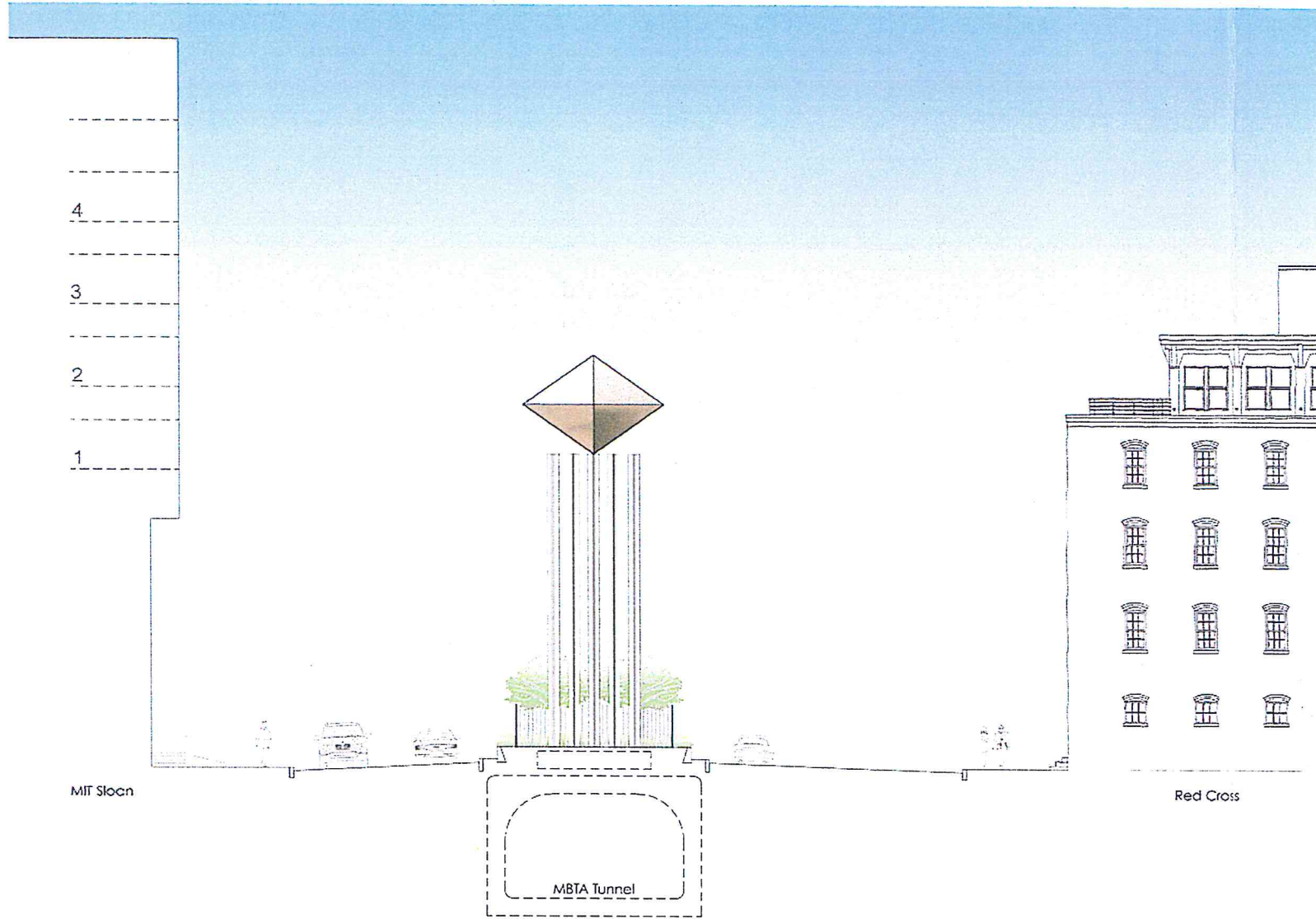












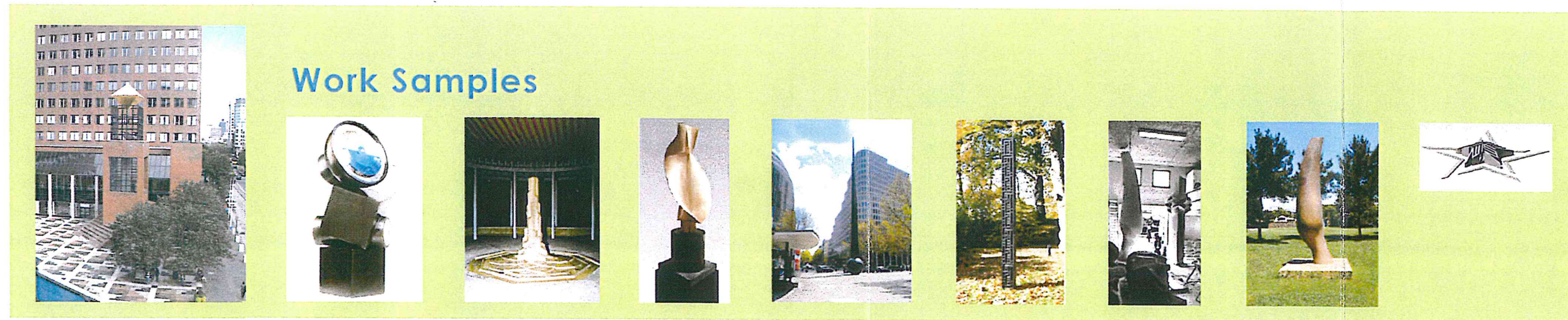
SCALE: 1/10" = 1'-0"

### Artist's Statement: **Karl Schlamminger**

In 1985, I was asked to come to Cambridge to create a sculpture for the Marriott plaza in Kendall Square. Strolling and driving in the City and surroundings, I noticed the beautiful use of gold colored elements on buildings, on roofs, small domes, columns, and capitols. In the sunlight, these gleaming points created very pleasant moments of awareness and joy. I felt that challenge to contribute to this.

The Octahedron like the cube or the hexahedron belong to the Five Platonic Figures. The twelve edges, eight faces with the 60 degree face angles make this regular solid a strong faceted statement with a floating impression that points up and down. In other words, the Octahedron has so much power that it can survive being transplanted, in fact, may even be enhanced by it and become a landmark of the City.

"Conditions are not invariable, terms are not final, thus, the wise man looks into space, and does not regard the small as too little, nor the great as too big, for he knows that, there is no limit to dimension." *Chuang Tzu, 4th Century BC*





**Naomi Geller Lipsky, PhD.**

185 Providence St, Suite A 408, West Warwick, RI 02893

401-450-1010

President@societyofgilders.org

www.societyofgilders.org

Dec 1, 2016

To:

The Cambridge redevelopment Authority

255 Main St, 4<sup>th</sup> floor

Cambridge, MA 02142

**Options for the Octahedron**

Note: These recommendations were prepared without inspection of the actual sculpture. They are based on known gilding specifications, and the report by Daedalus, Inc. from 2012<sup>1</sup>.

**1. Re-gild the Octahedron**

Based on 14' per side of each equilateral triangle, the total surface square footage will be 784<sup>ft2</sup>. This is confirmed by Daedalus<sup>2</sup>. To cover that area with gold leaf, where each leaf measures 3 3/8" square, would require 9,924 leaves. In actuality, the leaf was laid with a space of 1/16" between each, meaning that only about 9,551 leaves were used. Gold leaf can be purchased in "packs" of 500 leaves; currently, one price for a pack of 23.5K leaf is \$887.<sup>3</sup> Thus, to re-gild the sculpture in the same way it was originally done would cost around \$17,000 just for the leaf (although one would probably get a quantity discount from any reputable vendor.) Actually, gold is properly laid with a 1/8" overlap, not a 1/16" gap, so this would increase the amount needed by about 12%. The labor involved would be a major additional cost. However, the Society of Gilders, a non-profit dedicated to teaching and maintaining the gilding arts, annually donates its members' labor for "community gilding projects" on behalf of another non-profit or governmental organization. This project might interest the Society.

**2. Reclaim the gold and destroy the octahedron**

Other than historic and sentimental value, the only value to the sculpture is the remaining gold leaf on the surface. The value can be calculated in different ways:

If the octahedron were in perfect condition, and one could remove 100% of the leaf, the leaf could be weighed and sold to a refinery. The exact weight would depend on the type of gold used; 23K gold can vary from 18-23 gm/1000 leaves. An average weight would be about 20.5 gm/1000 leaves, so about 228 gm or 7.18 ounces. The current price for an ounce of gold bullion is \$1195<sup>4</sup>, and since 23.5K gold is not pure gold, its value would be somewhat lower, but estimate that under ideal conditions one could recover \$8580.

However, according to the Daedalus report<sup>5</sup> and observation of photographs of the site, only half of the gold is still adhering. After consulting with a refiner<sup>6</sup> and an architectural gilder<sup>7</sup>, it was determined that

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<sup>1</sup> Daedalus, Inc. "Condition Assessment and Proposal for Treatment" 2012

<sup>2</sup> Daedalus, op cit

<sup>3</sup> www.easyleafproducts.com

<sup>4</sup> www.doralrefining.com

<sup>5</sup> Daedalus, op cit

chemical removal was not practical due to size and material restraints; the gold would have to be hand-scraped, in a contained environment, then recovered with a vacuum and sent to a refiner, who would take a minimum of 10% of the value. A maximum of \$3861, and almost certainly much less than that, could be recovered. Subtract from this the cost of the labor to scrape the surfaces, and to erect the containment structure. Finally, the entire remains would have to be hauled to a construction waste facility by a private hauler<sup>8</sup>. Given that the previous cost to transport the octahedron from Methuen to Binney St was \$5000<sup>9</sup>, it would probably not be much less to haul it to a waste disposal facility.

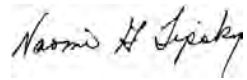
### **3. Destroy the octahedron as is**

Again, the cost to haul it away might be as much as \$5000.

### **4. Find someone else who wants the octahedron**

I am in communication with a governmental entity who might be interested in taking possession of the octahedron, depending on whether I find the structure salvageable after inspecting it. Some agreement on the cost of possibly disassembling it and/or transporting it would have to be reached.

Respectfully submitted,



Naomi G. Lipsky, PhD.

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<sup>6</sup> Mr. Justin Signorelli, Doral Refining

<sup>7</sup> Mr. Michael Kramer, [www.thegildersstudio.com](http://www.thegildersstudio.com)

<sup>8</sup>

<https://www.cambridgema.gov/theworks/ourservices/recyclingandtrash/curbsidecollections/getridofitright/constuctiondebris1>

<sup>9</sup> Ms. Ellen Shore, CRA, email Nov 17, 2016

## **Staff Report to the Board**

*January 11, 2017*

### **Contracting, Personnel, and General Administration**

#### ***Public Records***

On January 1, 2017, several changes to the Commonwealth's Public Records Law took effect to ease citizen access to government records. The changes include provision response deadlines, requirements for the provision of digital records when available, and guidance for making commonly requested records available on agency websites. Most immediately significant for the CRA is that it must appoint a Records Access Officer (RAO) to coordinate the CRA's response to requests for public records and to assist individuals seeking public records in identifying the records requested. It is proposed that the Executive Director be designated as the initial RAO.

Staff is actively working on adding materials to the website to make sure key documents are easily available and findable. For example, the CRA must assure that final documents that are often carried on the Board meeting pages are also findable according to topics or programs. The 2017 budget includes funding for an archivist contract, which should provide the CRA with improved organization of its public records, particularly those pre-dating the institutional knowledge of the current staff.

#### ***Contracting:***

The CRA has entered into contracts, each under \$10,000 with Sasaki, HMFH Design and VHB Engineering to provide technical consulting assistance for the staff. Sasaki is assisting with a mapping database for Kendall Square, HMFH is revising its previous design work on the Foundry to explore redevelopment alternatives with reduced square footage and costs, and VHB is assisting with site survey work.

#### ***Accounting and Finance:***

CRA staff has opened the money market account with Cambridge Trust Savings Bank and the OPEB account with Morgan Stanley. Interviews are underway for an accountant consultant to assist with quarterly bookkeeping and reconciliation oversight.

### **Forward Calendar Items**

1. Annual Meeting – Election of Officers
2. 2016 Annual Report
3. Strategic Plan Update
4. Binney / Galileo Way / Broadway Streetscape Designs
5. Personnel Policy Revisions
6. Infill Development Concept Plan
7. Cambridge Trust Bank Signage



## **Projects and Initiatives**

### ***Forward Fund:***

The final outstanding grantee from 2015, Little Library, has provided their documentation for their reimbursement payment, illustrating library locations throughout the Port neighborhood. For the 2016 program, MassRecycles completed its recycling kiosks within Cambridge MBTA stations, including the Kendall station; and Flycycle has completed installations of its bicycle racks in December. The application for 2017 will be available on January 27<sup>th</sup>, and the outreach effort to promote the availability of funding is underway.

### ***Galaxy Park:***

Boston Properties has installed the circular wood benches within Galaxy Park, thus completing the last major element of the park reconstruction. CRA staff are tracking utility survey work required for MIT's SOMA development project to make sure future construction work does not result in construction impacts to the newly completed park.

### ***Sixth Street Walkway:***

The proposal to build a bike path along the Sixth Street Walkway has raised concerns for the long-term health of the red oaks on the CRA property. At the same time, Biogen has expressed interest in placing an additional electrical connection from its Cogen plant, in Twelve Cambridge Center, through the western edge of the park. To make sure both projects are designed to avoid damage to the existing tree roots, air-spading work will be conducted in the corridor to assess the location of critical tree root structure in the linear park.

### ***Binney / Galileo / Broadway Streetscape:***

CRA's consultant team led by Alta Design have completed the traffic analysis phase of the project, focusing on the organization of the intersections, particularly turning movements. CRA and City staff has been coordinating with transit providers (MBTA and Charles River TMA/Easy Ride) to consider the potential for revised locations of a few transit stops to improve bus routing and travel times through the area. Three conceptual designs are under development in preparation for technical and community review over the next few months.

**Budget vs. Actuals**  
**January - December 2016**

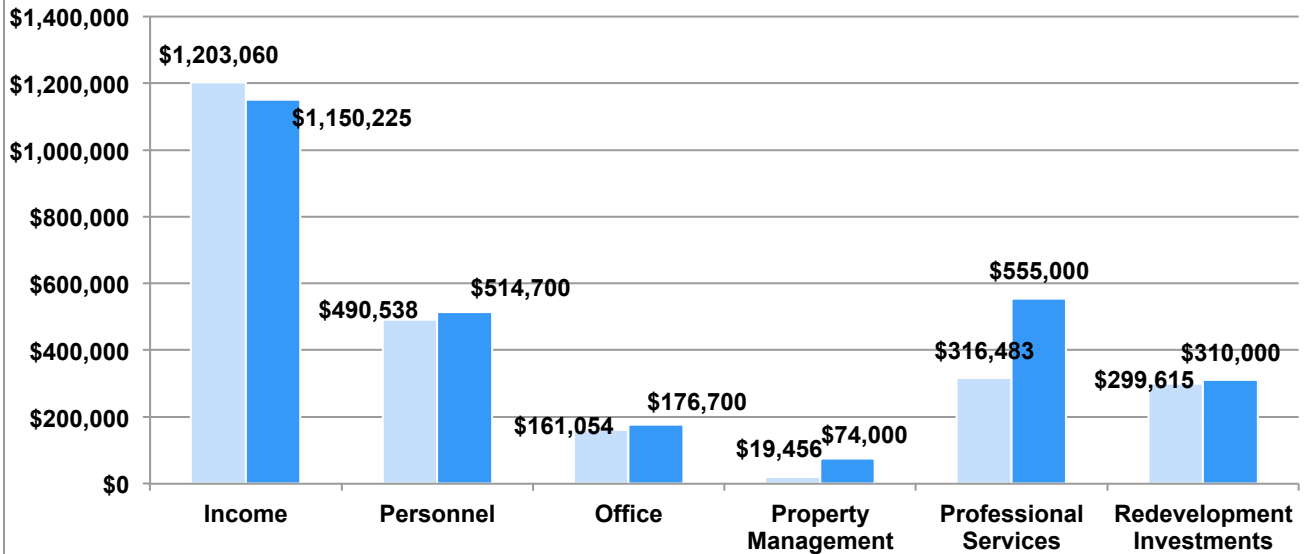
	Total	
	Actual	Budget
<b>Income</b>		
<b>4000 Income</b>		
4100 Discounts given		
<b>4200 Operating Revenue</b>		
4210 Grants	152,467.68	152,468.00
4220 Proceeds from sale of development rights	832,856.89	832,857.00
4230 Reimbursed Expenses	48,561.32	2,000.00
<b>4240 Rental Income</b>		
4241 Lot License Agreements	2,500.00	2,000.00
4242 Foundry Ground Lease		0.00
4243 Parcel Six Rental Space	11,065.00	10,900.00
<b>Total 4240 Rental Income</b>	<b>\$ 13,565.00</b>	<b>\$ 12,900.00</b>
4250 Other	21,000.00	55,000.00
<b>Total 4200 Operating Revenue</b>	<b>\$ 1,068,450.89</b>	<b>\$ 1,055,225.00</b>
<b>4300 Other Income</b>		
4310 Dividend Income	19,464.61	5,000.00
4320 Interest Income	115,144.27	90,000.00
<b>Total 4300 Other Income</b>	<b>\$ 134,608.88</b>	<b>\$ 95,000.00</b>
<b>Total 4000 Income</b>	<b>\$ 1,203,059.77</b>	<b>\$ 1,150,225.00</b>
<b>Total Income</b>	<b>\$ 1,203,059.77</b>	<b>\$ 1,150,225.00</b>
<b>Gross Profit</b>	<b>\$ 1,203,059.77</b>	<b>\$ 1,150,225.00</b>
<b>Expenses</b>		
<b>6000 Operating Expenses</b>		
<b>6100 Personnel</b>		
6110 Salaries	323,923.21	336,000.00
<b>6120 Payroll Taxes</b>		
6121 Medicare & OASDI (SS)	6,093.69	9,000.00
6122 Payroll Taxes - Fed & MA		0.00
6123 Unemployment & MA Health Ins	562.26	400.00
<b>Total 6120 Payroll Taxes</b>	<b>\$ 6,655.95</b>	<b>\$ 9,400.00</b>
<b>6130 Personnel and Fringe Benefits</b>		
6131 Insurance - Dental	4,261.06	4,800.00
6132 Insurance - Medical (for Employees)	38,832.95	40,000.00
6133 Pension Contribution (Employees & Retirees)	47,698.00	47,700.00
6134 T Subsidy	2,892.00	4,800.00
6135 Workers Comp & Disability Insurance	768.00	2,000.00
<b>Total 6130 Personnel and Fringe Benefits</b>	<b>\$ 94,452.01</b>	<b>\$ 99,300.00</b>
6140 Insurance - Medical (for Retirees, Survivors)	65,507.19	70,000.00
<b>Total 6100 Personnel</b>	<b>\$ 490,538.36</b>	<b>\$ 514,700.00</b>

	Total	
	Actual	Budget
<b>6200 Office</b>		
<b>6210 Community Outreach</b>		
6211 Materials	1,912.59	3,000.00
6212 Public Workshops		500.00
6213 Other	648.64	1,000.00
<b>Total 6210 Community Outreach</b>	<b>\$ 2,561.23</b>	<b>\$ 4,500.00</b>
<b>6220 Marketing &amp; Professional Development</b>		
6221 Advertising	410.18	4,000.00
6222 Conferences and Training	4,020.24	4,000.00
6223 Dues and Membership	3,635.00	4,000.00
6224 Meals	284.38	500.00
6225 Recruiting	300.00	300.00
6226 Staff Development	3,296.90	8,000.00
6227 Subscriptions	331.90	100.00
6228 Travel	166.47	500.00
<b>Total 6220 Marketing &amp; Professional Development</b>	<b>\$ 12,445.07</b>	<b>\$ 21,400.00</b>
<b>6230 Insurance</b>		
6231 Art and Equipment	5,695.00	5,700.00
6232 Commercial Liability	3,266.00	3,400.00
6233 Special Risk	3,758.00	4,000.00
<b>Total 6230 Insurance</b>	<b>\$ 12,719.00</b>	<b>\$ 13,100.00</b>
<b>6240 Office Equipment</b>		
6241 Equipment Lease	5,167.75	6,200.00
6242 Equipment Purchase (computers, etc.)	3,185.88	1,200.00
6423 Furniture		300.00
<b>Total 6240 Office Equipment</b>	<b>\$ 8,353.63</b>	<b>\$ 7,700.00</b>
<b>6250 Office Space</b>		
6251 Archives (Iron Mountain)	5,553.35	5,100.00
6252 Office Rent	97,429.96	100,000.00
6253 Office Utilities	4,200.00	4,200.00
6254 Other Rental Space	4,439.00	4,800.00
6255 Parking	310.00	300.00
6256 Repairs and Maintenance		500.00
<b>Total 6250 Office Space</b>	<b>\$ 111,932.31</b>	<b>\$ 114,900.00</b>
<b>6260 Office Management</b>		
6261 Board Meeting Expenses	515.18	500.00
6262 Office Expenses	560.99	600.00
6263 Office Supplies	735.60	1,000.00
6264 Postage and Delivery	248.22	200.00
6265 Printing and Reproduction	739.74	1,000.00
6266 Software	717.49	800.00
6267 Payroll Services	912.64	1,000.00
6268 Financial Service Charges		100.00
<b>Total 6260 Office Management</b>	<b>\$ 4,429.86</b>	<b>\$ 5,200.00</b>
<b>6270 Telecommunications</b>		
6271 Internet	3,131.89	3,600.00
6272 Mobile	1,298.38	2,000.00
6273 Telephone	2,440.26	2,200.00
6274 Website & Email Hosting	665.04	900.00
6275 Information Technology	1,076.87	1,200.00
<b>Total 6270 Telecommunications</b>	<b>\$ 8,612.44</b>	<b>\$ 9,900.00</b>
<b>Total 6200 Office</b>	<b>\$ 161,053.54</b>	<b>\$ 176,700.00</b>

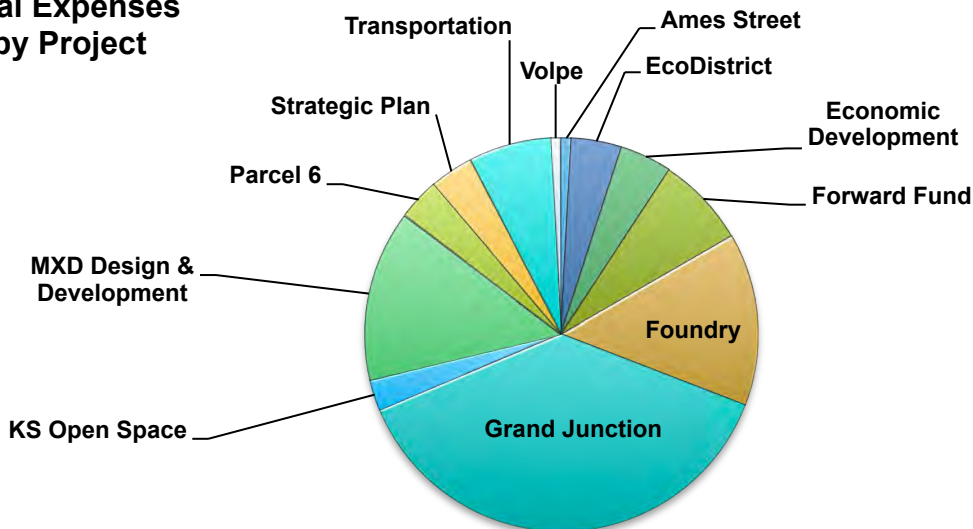
	Total	
	Actual	Budget
<b>6300 Property Management</b>		
6310 Contract Work		5,000.00
6320 Landscaping Maintenance	7,284.85	25,000.00
6330 Repairs		5,000.00
6340 Snow Removal	8,474.75	35,000.00
6350 Utilities		
6351 Gas & Electric	3,696.11	4,000.00
6352 Water		0.00
Total 6350 Utilities	<b>\$ 3,696.11</b>	<b>\$ 4,000.00</b>
6360 Other		
Total 6300 Property Management	<b>\$ 19,455.71</b>	<b>\$ 74,000.00</b>
<b>Total 6000 Operating Expenses</b>	<b>\$ 671,047.61</b>	<b>\$ 765,400.00</b>
<b>7000 Professional Services</b>		
7001 Construction Management	24,036.92	24,000.00
7002 Design - Architects	8,985.56	29,000.00
7003 Design - Landscape Architects	5,515.85	25,000.00
7004 Engineers and Survey	10,376.52	10,000.00
7005 Legal	114,448.37	180,000.00
7006 Real Estate & Finance	35,458.91	40,000.00
7007 Planning and Policy	10,000.00	35,000.00
7008 Retail Management / Wayfinding	11,925.00	10,000.00
7009 Accounting	22,721.60	35,000.00
7010 Marketing / Graphic Design	1,344.00	5,000.00
7011 Temp and Contract Labor	1,874.50	2,000.00
7012 Web Design / GIS	8,095.00	15,000.00
7013 Land Surveys		5,000.00
7014 Records Management / Archivist		20,000.00
7015 Energy & Environmental Planning	26,450.00	40,000.00
7017 Transportation	35,251.26	80,000.00
Total 7000 Professional Services	<b>\$ 316,483.49</b>	<b>\$ 555,000.00</b>
<b>8000 Redevelopment Investments</b>		
8100 Capital Costs	253,515.34	250,000.00
8200 Forward Fund	46,100.00	60,000.00
8400 Foundry Reserve Funds		0.00
Total 8000 Redevelopment Investments	<b>\$ 299,615.34</b>	<b>\$ 310,000.00</b>
<b>Total Expenses</b>	<b>\$ 1,287,146.44</b>	<b>\$ 1,630,400.00</b>
<b>Net Operating Income</b>	<b>\$ (84,086.67)</b>	<b>\$ (480,175.00)</b>
<b>Net Income</b>	<b>\$ (84,086.67)</b>	<b>\$ (480,175.00)</b>

### Cambridge Redevelopment Authority Budget vs. Actuals January - December 2016

Actual  
Budget



### Total Expenses by Project



## Cambridge Redevelopment Authority Bank & Investment Accounts

	<u>As of Dec 31, 2016</u>	<u>As of Dec 31, 2015</u>
Cambridge Trust - Checking	400,501.33	21,394.74
Boston Private Bank & Trust	17,735.06	144,851.47
CLOSED Boston Private Bank & Trust CD	0.00	253,685.96
CLOSED Cambridge Trust - CD	0.00	620,303.08
CLOSED Leader Bank CD	0.00	257,110.44
Brookline Bank CD	0.00	266,459.37
CLOSED East Cambridge Savings	0.00	557,352.42
CLOSED East Cambridge Savings CD	0.00	825,632.65
East Cambridge Savings CD	*1,962,548.20	1,946,268.08
Investment Fund (Morgan Stanley)	**6,677,736.97	4,320,277.34
CLOSED Boston Private Bank & Trust CD	0.00	0.00
CLOSED Brookline Bank Checking	0.00	0.00
CLOSED Cambridge Savings Bank	0.00	0.00
CLOSED Cambridge Savings Bank CD	0.00	0.00
CLOSED Cambridge Savings Bank CD	0.00	0.00
CLOSED Citizens Bank - Checking	0.00	0.00
CLOSED East Boston S B Money Market	0.00	0.00
CLOSED Eastern Bank	0.00	0.00
CLOSED Winter Hill Bank CD	0.00	0.00
<b>TOTAL</b>	<b>\$ 9,058,521.56</b>	<b>\$ 9,213,335.55</b>

\* Nov and Dec interest amounts not included

\*\*Includes unrealized gains/loss