

Board Packet of Supporting Materials

Meeting of March 16, 2016

i. Agenda

1. Draft Minutes of the Annual Meeting of the Board on February 24, 2016
 2. Draft Minutes of the Executive Session held on January 20, 2016
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5. Monthly Staff Report to the Board
 6. Monthly Financial Update
 7. Third and Binney – KSURP Parcel 6 – Food Truck RFP
 8. Memo regarding Outreach Strategy

(Document numbering altered to reflect agenda item numbers)

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:

Regular Board Meeting
Wednesday March 16, 2016 at 5:30 PM
Cambridge Police Department
First Floor Community Room
125 Sixth Street
Cambridge, Massachusetts 02142

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 Annual Meeting of the Board on February 24, 2016 *
2. Motion: To accept the minutes of the Executive Session held on January 20, 2016 *

Communications

(none)

Reports, Motions and Discussion Items:

3. 88 Ames Street Update (Mr. Stewart)
4. Presentation: MXD Infill Development Open Space Concepts (Mr. Tilford)
5. Report: Monthly Staff Report to the Board (Mr. Evans) *
6. Report: Monthly Financial Update (Mr. Evans) *
7. Update: Third and Binney – KSURP Parcel Six - Food Truck RFP (Mr. Zogg) *
8. Discussion: KSURP Implementation and Community Engagement Planning (Mr. Evans)

Adjournment

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

Upcoming Meetings:

- CRA Regular Meeting – April 13, 2016 - 5:30 PM

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 Meeting
Cambridge Redevelopment Authority

Wednesday, February 24, 2016, 5:30pm
Robert Healy Public Safety Center / Cambridge Police Station
125 Sixth Street
Community Room

DRAFT ANNUAL MEETING MINUTES

Call

CRA Chair Kathleen Born called the Annual Meeting to order at 5:46 p.m. Other Board members present were Vice Chair Margaret Drury, Treasurer Christopher Bator, Assistant Treasurer Conrad Crawford, and State Appointee Barry Zevin. Ms. Born also introduced CRA staff members – Executive Director Tom Evans, Office Manager Ellen Shore, and Program Manager Jason Zogg.

The CRA Office Manager is recording the meeting.

Public Comment

Ms. Heather Hoffman said that she is pleased with the wayfinding maps although she is unsure how detailed they will be. She assumes that these would have helpful “you are here” references and hopes that there will be directional indications of other nearby areas, such as Lechmere and Central Square, etc.

No other people asked to comment.

A motion to close the public comment portion of the meeting was unanimously approved.

Minutes

- 1. Motion: To accept the minutes of the Regular Meeting of the CRA Board on January 20, 2015**

A motion to accept the minutes and place them on file was unanimously approved.

Communications

(None)

Reports, Motions and Discussion Items

2. Election of Officers

Mr. Crawford motioned to approve the current slate. Mr. Evans restated the motion to approve Kathleen Born as Chair, Margaret Drury as Vice Chair, Christopher Bator as Treasurer, Conrad

Crawford as Assistant Treasurer, and Barry Zevin as Assistant Secretary, all for another year. A role call was taken.

Mr. Zevin – aye
Mr. Crawford – aye
Ms. Born - aye
Ms. Drury – aye
Mr. Bator – aye

3. Report: 2015 Annual Report of the Cambridge Redevelopment Authority

Mr. Evans stated that the CRA is mandated by the State to do an annual report. The CRA is using a format similar to that of the CRA Strategic Plan, which is reflected in the table of contents.

Mr. Zogg started by referencing the graph on page 5, which is an update to the graph in the Strategic Plan and references the current projects/initiatives and the potential projects/initiatives for 2016. There has been significant progress on the Foundry project as the CRA entered into a lease with the City and will be selecting a developer in 2016 through an RFP process. The Grand Junction Shared Use Pathway project on the CRA-owned parcel started in 2015 and will be finished in 2016. This project is the beginning of the City's Grand Junction Greenway. There was one complete pilot round of the Forward Fund in 2015. One or two disbursement checks are being held until grantee documentation has been received. A second round of this grant program has begun in 2016. The Ames Street residential project was approved and some utility site work has already been initiated. The CRA looks forward to construction starting in 2016. The highlight of the year was getting approval of the urban renewal plan and MXD rezoning on December 21, 2015, after a series of City Council meetings, CRA hosted public forums, and CRA board meetings. This now sets the framework for many of the CRA projects in the future.

In 2015, the CRA adopted and implemented an investment policy. The CRA identity was rebranded with the assistance of Ambit Creative Group. In addition to a new logo, guidelines and formats have been established for printed materials. The CRA office space at 255 Main Street was refurbished with new carpet and paint, in accordance with the 2015 rental agreement. To assist with the Main Street reconstruction project, CRA work at the intersection of Third and Binney (Parcel 6) was put on hold in 2015. Turning this into a community-focused area is anticipated in 2016. The reconstruction and/or refurbishment of Point Park will also be a priority in 2016. In 2015, the EcoDistrict project started and the discussions regarding its priorities and governance structure will continue into 2016.

Mr. Evans added that the financials in the annual report show the unique nature of CRA profits and expenses within a given year. The CRA may obtain sporadic influxes of funds in one year but these funds get utilized throughout subsequent years. He emphasized that the CRA is not a taxing entity and has no access to significant government or state funds. Revenue primarily comes from real estate transactions.

Mr. Zogg continued by referencing the back cover of the annual report, which outlines the strategic priorities for 2016. He explained that many of the projects listed are related to the passage of the urban renewal plan and MXD zoning. The KSURP Implementation Plan is a work plan for CRA commitments in Kendall Square. The Stakeholder Engagement plan will ensure neighboring community awareness and feedback of CRA projects. Taking into account the events and knowledge from the past two years, an update of the Strategic Plan will be undertaken in 2016. The Infill Development Concept Plan, clearly defined in the zoning and urban renewal plan,

includes an open space plan and retail plan for the district. The CRA will embark on creating new concepts related to retail space for entrepreneurship and subsidized innovation office space. The Main Street construction project is almost complete which will allow the CRA to focus on Point Park with Boston Properties and the City. The availability of 2016 Forward Fund grants has been advertised in many areas of the city and the deadline is March 11. Final construction on the Grand Junction Shared Use Path should begin in the spring with an official grand opening planned accordingly.

In response to Mr. Bator, Mr. Zogg said that there is a wider awareness of the fund than during the 2015 pilot round. Mr. Evans stated that the 2016 goal for the Foundry is to have a developer on board and hopefully start implementation with a permanent design by the end of the year. Mr. Zogg noted that a draft MOU of the Kendall Square Transit Enhancement Program (KSTEP), which is a commitment in the urban renewal plan and zoning process, must be delivered to the State by July 1, 2016. The CRA will continue to track the Ames Street housing project to ensure that it moves forward and on schedule. Another 2016 project is defining the EcoDistrict's governance structure for the future, its energy study regarding district energy, renewable energy and opportunities within Kendall Square, as well as a high-density bicycle parking design competition.

With the help of Sasaki, the CRA will continue to develop the on-line data-mapping tool, which utilized the City's open data portal. The last item is the activation of the Parcel 6 area, hopefully by Memorial Day. In response to Mr. Crawford's question about the EcoDistrict's plans to present itself to the public as an innovative leader, Mr. Evans explained that the group is at a crossroads due to differing stakeholder opinions about the timing of that message. Its bike parking design competition was a public activity.

Mr. Evans explained that although the 2016 plans are highlighted, the list could change depending on City policies, City-wide planning processes, CRA decisions, and other situations. The CRA Board was grateful and pleased with the Annual Report. Ms. Drury requested that two edits be made to the introduction on page 3. The first edit is to add a phrase to the second paragraph stating that the City Council adopted the KSURP Amendment #10 and the MXD Zoning Petition on December 22. The second edit is changing the word "role" to "part" in the second-to-last paragraph.

The motion to approve the 2015 Annual Report as amended was unanimously approved and will be placed on file.

Mr. Evans noted that the word "FINAL" will be added to the cover page to distinguish the two versions. He noted that the final version would be sent to the State, the City Manager, and City Treasurer.

4. Presentation: Kendall Square Association Wayfinding Kiosk Program

Motion: To approve the schematic design of the proposed Kendall Square Wayfinding Kiosks to be placed in multiple locations within the Kendall Square Urban Renewal Area

Mr. Evans stated that this is an interesting role for the CRA since it has been working on the initiative as a proponent and now as a reviewer, at the same time. Since the K2 plan, wayfinding in Kendall Square has been an issue. On two occasions, the CRA Board has seen signage packages from property owners in the area. The Board had agreed to allow Boston Properties and

Biogen to do some campus internal signage but asked that they wait until a more uniform look could be established for broader wayfinding. The KSA worked to get the property owners and others together to give Kendall Square a uniform presence and identity.

Mr. Mark Minelli from Minelli, Inc. started his presentation with an overview. He first noted that the color isn't shown quite right on the screens in the room. Kendall Square looks different than it did and continues to change at a rapid pace. From the number of exhaustive studies, there is a need for an identity and a sense of place. People want to know where they are, what else is around the area and how to get to them. Ideas were also gathered from current stakeholders about their thoughts regarding Kendall Square. Mr. Minelli mentioned three ways to effect change – landmarks, wayfinding, and engaging experiential constructs. A common icon is needed to represent Kendall Square. People will use kiosks if they exist, as well as phones, walking maps and asking other people. Since different people try to get around for different reasons, Mr. Minelli presented four scenarios. He obtained a map from the City showing the walking traffic of people to help identify locations for current and future kiosks. Attention was made to areas under construction. The maps on the kiosk would include an informational hierarchy showing one's location, a 5-10 minute walking radius, landmarks, major streets, public transportation, water and green space, points of interest, neighborhoods, etc. Familiar icons as well a set of new symbols would be used. The kiosk is divided into three portions. The top level is a clear beacon and distance cue, the middle level is a quick read of key destinations, and the primary eye level provides the walking map. Three kiosk versions were shown to the client group and Mr. Minelli explained how a selection was made. The kiosks are double sided. They have two planes – color and metallic shielding - that interface with each other in different ways. The width is 48" wide x 10' high for a good beacon read on the street and a 3' wide map and provides for the words "Kendall Square" to be seen. They will be made out of 1/8" aluminum with luminescent surface paint. The three panels on each side of a kiosk look seamless but they can be replaced individually if needed. Mr. Minelli noted that if the project gets approval to move forward, there is more a lot more design work needed to refine the details for manufacturing.

Ms. Drury stated that the signs will be an exciting addition to the area. In response to her question, Mr. Minelli said that the Kendall Square Cinema will be located on the map and that a kiosk is also planned for that location. He added that although there won't be detailed citywide maps, there will be arrows directing people to locations like Central Square, etc. In response to Ms. Hoffman's concern, there will be 'you are here' indicators on each of the kiosks. Mr. Minelli noted that the kiosks are pedestrian focused. Mr. Evans explained that bicycle orienting signs can be distracting. There was a discussion regarding the use of phone apps to incorporate the kiosk map.

Ms. Sarah Gallop from MIT, and the KSA kiosk committee, agreed that this is a coming of age effort for the KSA. Seven property owners contributed money and worked collaboratively to help people find their way. Mr. Minelli was very successful at bringing these organizations together. Mr. Evans explained that as a KSA member, he has been part of the development of this project. Three kiosks will be located within the MXD area so they fall under CRA signage jurisdiction and two are located directly on CRA property. The CRA's role is somewhat murky due to this dual relationship. In response to Ms. Drury, Mr. Minelli confirmed that the overview map would be the same on every kiosk, except for the location of the 'you are here' indicator. The map and the icons will be open sourced to encourage others to use them. Any app developer would publicize its own app. Mr. Zevin suggested that the KSA website could link to an app. Mr. Bator suggested that the physical walking map, located at many building lobbies and the hotels, should reference the app. Ms. Julia Nugent mentioned that the 3D nature of the kiosk could provide areas for people to leave coffee cups and other trash. Mr. Minelli stated that more design work is needed to prevent snow and slush but that only an extremely tall person could reach the top. KSA Executive Director

Alexandra Lee noted that the property managers would be responsible for the upkeep of their kiosks. Mr. Zevin emphasized that the bottom six or so inches should require a material other than metal to be weather resistant. Mr. Zevin liked the green showing between the panels in version #2 and also questioned the wider version since it takes up more room on the sidewalks. He recalled a City conversation regarding safety and people hiding behind signs. Mr. Minelli said that a full-sized mockup will be taken to the sites to determine exact positioning for each kiosk. Mr. Evans noted that none of the placements are in the sidewalk as depicted in the presentation's rendering. A discussion occurred regarding placement.

In response to Mr. Zevin, Ms. Gallop stated that MIT is participating in the discussions but that it was premature for MIT to finalize their kiosk placement. She added that MIT will be evaluating their current campus wayfinding signs. They are focusing on one side of the street for now. MIT will be able to buy signs in the future as they figure things out. Ms. Born liked the surrounding green band as it brings attention to the signs. She added that the multiple surfaces will engender some activity so the signs need to be able to take some abuse from humans and snowplows and the ability to replace sections is important.

Mr. Zevin suggested incorporating historical markers on the map. Mr. Evans said that the CRA would explore history landmarks as another project. It was repeated that the intention is to have property owners maintain their signs as they maintain their properties. Ms. Drury liked the idea of a historical marking of the area. Ms. Born asked Ms. Gallop to consider placing at least one kiosk on the other side of the street. Mr. Minelli plans to go to the client review committee by the end of the month, have fabrication and construction drawings by June and have these out before the summer tourist season. Ms. Lee noted that the walking map does reference the MIT online map.

Mr. Evans noted that, within the next few months, CRA staff will need to work with Minelli, Inc. to position some of the kiosks and would like to invite board members, within the boundaries of public meeting laws. Ms. Drury stated that any number of board members could attend as long as the meeting is publicized. In response to Mr. Zevin's concern regarding an accurate depiction of open space using City data, Mr. Minelli stated that more verification is needed on the actual map.

Mr. Evans explained that according to CRA signage protocol, the CRA Board makes schematic signage approvals. Staff then reviews the construction documents. If they are consistent and fall within the realm, staff can make slight changes. Otherwise, the changes would be brought back to the CRA Board.

Ms. Born restated the issues – using a separate base material, analyzing the dimensions with attention to the width, reassessing the 3D property of the K, and kiosk placement. The motion to approve the schematic design of the proposed Kendall Square Wayfinding Kiosks to be placed in multiple locations within the Kendall Square Urban Renewal Area was unanimously approved.

5. Update: Signage Proposal for Bytes at the Coop located at 235 Main Street / Three Cambridge Center

Motion: To approve the modified design of the Bytes at the Coop Signage Program for Three Cambridge Center in the Kendall Square Urban Renewal Area

Mr. Jerry Murphy, from the MIT Food Coop, noted that part of the signage package was approved at the last Board meeting. Comments made at that meeting have been incorporated into this modified proposal. On the map on page 5, the sign on the left going into the Google connector

was removed from this modified proposal since the alleyway will be blocked from pedestrian use while used as the main staging zone for the Ames Street housing project. The large wall sign going into the Coop was also removed from this proposal as its design is still in progress. The outside wood sign with the three blades (A1) and the sign coming in from the plaza (C1) were approved last month. There is no longer frost on any glass except for the frosted fork.

The banner is coming down and the outdoor blades will be at the same height as banner.

The motion to approve the modified design of the Bytes at the Coop Signage Program for Three Cambridge Center in the Kendall Square Urban Renewal Area was unanimously approved.

6. Report: Monthly Financial Update

Mr. Evans noted that the second portion of the MIT funding for the Grand Junction project was received so their half million-dollar contribution is complete. The additional expenses for landscaping and paving work will be covered by the CRA. Staff is working with a new accountant and our auditors to best reflect unrealized gain/losses and accrued interest in the financial reports. Our goal is to report on the status of our Morgan Stanley investments on a quarterly basis. Much of our insurance was paid upfront for a percentage savings on the premium. Another large expense was the rental space at Planet Storage where an upfront annual payment had a substantial benefit. Mr. Evans noted that this report only reflects a few weeks of expenses.

Mr. Crawford asked to see the budget in real time to help him evaluate expenses before signing checks.

The motion to place the financial report on file was unanimously approved.

7. Update: Ames Street Housing

Mr. Evans noted that Ben Lavery has left Boston Properties (BP) and Mr. Dave Stewart is taking over as project manager. BP got their building permit today from the Inspectional Services Department. There has been utility site work since November 2015. There are still streetscape design issues being discussed with regards to the short-term and long-term cycle track's interaction with the intersections. The southbound route is part of the MIT campus plan and the northbound route is included as part of the 6th Street Walkway plan.

Discussions continue surrounding storm water systems, which require cooperation with DPW. The CRA needs to maintain oversight regarding pedestrian travel as changes are being made to the garage. Development drawings are undergoing final review for approval by staff. In response to Ms. Drury, Mr. Evans explained the current plan for car traffic. Designs for traffic flow and safe interaction between pedestrians, bicycles, and cars on Broadway and Ames Street are being analyzed.

Ms. Born asked Mr. Evans to speak with Mr. Stewart about an inclusive Ames Street groundbreaking event for the public with food. Mr. Evans noted that with the building permit, the CRA expects a development payment shortly which will be based on the final retail square footage.

8. Update: Foundry RFP and Draft Sublease

Mr. Evans noted that the final released RFP is included in the packet. It was posted on the CRA website and sent to the four teams. There is an informational session with those teams next Wednesday morning. Questions are been accepted through March 11 and will be answered in writing by CRA staff. The full proposals are due by April 27.

A multistep review process will follow with technical advisors, the Foundry Working Group, and the Foundry Advisory Committee, to inform the CRA and City Manager for a selection. There will be public interviews in May or June. The selection criteria are on page 18-20. A modification to the RFP created a minimum threshold to highlight the preference for proposals with more than 10,000 square feet for community uses. A public benefit line was also added as a category. Inclusivity, public-ness and community mission are clearly defined as important.

An addendum containing the draft lease will be posted and sent to the teams. Legal signoff of this draft was received moments before the Board meeting. The lease contains all the property requirements but excludes CRA's presence in the building. The CRA will have its own independence instead of a lease back option. Some utilities will pass through the CRA and sub-metered to the tenants. Logistical refinements in the draft lease include a threshold definition for administrative review or Board review for improvements in the initial proposal and Article 19 as well as for modifications ten or so years from now. In response to Ms. Drury, Mr. Evans explained that the RFP was released on February 1, 2015.

Other Business

Ms. Born read the motion for the Board to 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 designated redevelopers. She added that since the Board has concluded all of its business set forth on the regular agenda, the Board would not reconvene in open session thereafter.

A role call was taken on the motion to move into Executive Session.

Ms. Zevin – yes

Mr. Crawford –yes

Ms. Born –yes

Ms. Drury – yes

Mr. Bator – yes

The motion unanimously passed.

Adjournment

The regular Board meeting was adjourned at 7:47 p.m.

Executive Session of CRA Regular Meeting
Cambridge Redevelopment Authority

Wednesday, January 20, 2016
Robert Healy Public Safety Center / Cambridge Police Station
125 Sixth Street
Community Room

DRAFT EXECUTIVE SESSION MEETING MINUTES

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

Executive Session began at 8:55 PM, ten minutes after the close of the Regular Board Meeting. (Approved regular meeting minutes are available.)

Executive Director Tom Evans distributed the final draft of both the Model Sub-Lease for the Foundry building at 101 Rogers Street and the RFP for reference. Mr. Evans informed the Board that the Model Sub-lease would be distributed as an addendum to the RFP. Ms. Kathryn Madden described the strong collaborative exercise that had taken place to bring the RFP toward finalization, having incorporated extensive feedback on the selection criteria from the Board, City staff, the ECPT, and the Foundry Advisory Committee.

Legal Counsel Jeffrey Mullan introduced the form and initial concepts of a proposed Model Sub-lease for the building. He explained that it is built off a standard commercial lease and then customized for the various unique elements of the Foundry project. The conditions of the Master Lease with the City are carried through the document. Notable points were the set aside of space for the CRA office, the establishment of performance measures to monitor the project's goals, and the use of funds from the City and the CRA.

Staff and Board members discussed items on the Model Sub-lease presented by Jeff Mullan.

Meeting adjourned at 10:00 PM.

February 25, 2016

[MODEL SUBLEASE]

SUBLEASE
by and between
CAMBRIDGE REDEVELOPMENT AUTHORITY
and
[DEVELOPMENT ENTITY]
with respect to the Premises at
the Foundry Building
at 101 Rogers Street, Cambridge, MA
Dated as of

_____, 2016

SUBLEASE

THIS INSTRUMENT is a SUBLEASE, dated as of [date] in which the CRA and the [DEVELOPMENT ENTITY] are the Parties, and which relates to the Property defined below, being located at 101 Rogers Street in Cambridge, Massachusetts, known as the Foundry.

ARTICLE 1 BASIC SUBLEASE PROVISIONS

1.1 BASIC PROVISIONS AND DEFINITIONS The following constitute definitions of the terms used in this Sublease:

Advisory Committee: A seven (7) person Committee created by the City Manager of the City of Cambridge in consultation with CRA's Executive Director.

Applicable Law: All applicable Federal, state and local laws, ordinances, rules, polices and regulations (including, without limitation, the applicable requirements of the Americans with Disabilities Act of 1990, and regulations promulgated thereunder, the regulations of the Massachusetts Architectural Access Board, and the provisions of the Cambridge Zoning Ordinance).

City: The City of Cambridge.

City's Address: 796 Massachusetts Avenue, Cambridge, MA, 02139.

City's Construction Representative: [TBD].

City Manager: The City Manager of the City.

CRA: The Cambridge Redevelopment Authority, a body politic and corporate in the City of Cambridge, constituted under M.G.L. c. 121B, § 4.

CRA's Address: 255 Main Street, 4th Floor, Cambridge, MA 02142.

CRA's Construction Representative: [TBD].

CRA's Office Space: An approximately 2,000 square foot portion of the Property which shall not be considered a part of the Premises and will shall be created by the Developer in accordance with the requirements of section 4.2.e of this Sublease. .

Developer's Initial Work: Work pursuant to the Development Entity's Plans.

Development Entity: [TBD]. [*Definition will include any entity owned or controlled by the Development Entity*].

Development Entity's Original Address: [TBD].

Development Entity's Construction Representative: [TBD].

Development Entity's Plans: Improvement Plans that Development Entity desires to have made on the Premises as identified in Exhibit D, as may be modified by the provisions of section 4.2.

Environmental Laws: Any Federal, state and/or local statute, ordinance, bylaw, code, rule and/or regulation now or hereafter enacted, pertaining to any aspect of the environment or human health, including, without limitation, Chapter 21C, Chapter 21D, and Chapter 21E of the General Laws of Massachusetts and the regulations promulgated by the Massachusetts Department of Environmental Protection, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. §2061 et seq., the Federal Clean Water Act, 33 U.S.C. §1251, and the Federal Clean Air Act, 42 U.S.C. §7401 et seq.

Environmental Conditions: Any "disposal," "release" or "threat of release" of Hazardous Materials on, from or about the Premises or Property or storage of Hazardous Materials on, from or about the Premises or the Property, as those terms are defined in the Environmental Laws.

Execution Date: The last of the dates the Sublease is executed by the Parties.

Force Majeure Event: A drastic change in circumstances affecting the Premises and brought about by war, strike, Act of God, or a drastic change in local economic circumstances, defined as a year over year decline of 5% or more in the General Commercial segment of the equal weighted U.S. Composite Index during any year of the Term.

Hazardous Materials: Each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law, including, without limitation, any "oil," "hazardous material," "hazardous waste," "hazardous substance" or "chemical substance or mixture", as those terms (in quotation marks) are defined in the Environmental Laws.

Independent Appraisal Process: A process under which the CRA will retain a Massachusetts Appraisal Institute (MAI)-certified appraiser for the purpose of determining the appropriate Ground Rent to be paid under the Sublease for the next succeeding ten year period of the Term. In the event the Development Entity disagrees with the Ground Rent so established, it may retain a second appraisal by an MAI-certified appraiser for the purpose of negotiating an appropriate Ground Rent the CRA. In the event the Parties are unable to reach a conclusion on the Ground Rent for the next succeeding ten years of the Term within a period extending sixty (60) days from the date they first begin negotiations, the Parties shall jointly select a third MAI-certified appraisal who shall determine the Ground Rent by selecting which estimate of Ground Rent is most indicative of the fair rental value from the appraisals completed on behalf of the Parties.

Initial Capital Improvements: Improvements determined by the City, in consultation with CRA, to be necessary and appropriate for the use of Property in compliance with Applicable Law which shall be made pursuant to section 7.2 herein.

Governing Documents: The Master Lease, the Demonstration Project Plan, the Disposition Report and such other documents related to the use of the Property, all as agreed upon by City and CRA.

Master Lease: The Lease of the Property executed between the City and the CRA Cambridge Redevelopment Authority on [date].

Parties: Collectively, the CRA and the Development Entity.

Permitted Uses: Uses consistent with the Governing Documents, the Program, and as further defined in this Sublease.

Premises: The portion of the Property described in Exhibit B. It is the intention of this Sublease that the Premises comprise the portion of the Property that is not the CRA's Office Space.

Proposal: The proposal submitted by the Development Entity as part of the Selection Process, as may be modified by agreement of the Parties and, as necessary, the City.

Program: The mix of uses on the Premises agreed upon by City, CRA, and Development Entity.

Property: The two parcels of land, together with the buildings and all improvements thereon, particularly described in a deed from ARE-MA Region No. 32, LLC and ARE-MA Region No. 35, LLC to the City of Cambridge dated January 9, 2012 and recorded with the Middlesex South District Registry of Deeds in Book 58257, Page 379, a copy of which is incorporated as Exhibit A, located at 101 Rogers Street and 180 Bent Street in Cambridge, Middlesex County, Massachusetts, together with rights of ingress and egress thereto. The Property is also known as the Foundry.

RFP: The Request for Proposals for the Foundry issued by the CRA on February 1, 2016, as amended or revised by any addenda.

Selection Process: The multi-stage process by which CRA will, subject to the approval of the City Manager, select the Development Entity.

Term: Fifty (50) years, commencing on the Execution Date. The Term shall include any extensions as provided in section 4.3 below.

1.2 ENUMERATION OF EXHIBITS

Exhibit A The Master Lease

<u>Exhibit B</u>	Description of the Property and the Premises
<u>Exhibit C</u>	The Proposal
<u>Exhibit D</u>	Development Entity's Plans
<u>Exhibit E</u>	Rules and Regulations
<u>Exhibit F</u>	Development Entity's Reporting Requirements

[other exhibits to be added as necessary]

ARTICLE 2 PREMISES AND APPURTENANT RIGHTS

2.1 SUBLEASE OF PREMISES CRA hereby demises and subleases the Premises to Development Entity for the Term and upon the terms and conditions hereinafter set forth, and Development Entity hereby accepts and leases the Premises from CRA upon such terms and conditions. The provisions of this Sublease are subject to the provisions of the Master Lease. In the event of a conflict between the provisions of the Sublease and the Master Lease, the terms of the Master Lease shall control.

2.2 APPURTENANT RIGHTS AND RESERVATIONS CRA shall make available to Development Entity the parking areas comprised of [xx] parking spaces on the Property on an undesignated, unassigned basis, consistent with the provisions of the Master Lease, which parking areas shall be considered part of the Premises.

ARTICLE 3 RENT

3.1 GROUND RENT The Ground Rent for the first ten years of the Term shall be \$ _____ *[to be determined based upon the Program as set forth in the Proposal and confirmed by an appraisal commissioned by the CRA].*

3.2 ADDITIONAL RENT All charges and sums payable by Development Entity as set forth in this Sublease, other than and in addition to Ground Rent, shall be payable as Additional Rent.

3.3 DECENNIAL GROUND RENT RE-EVALUATION At each ten-year anniversary of the Term, the Ground Rent shall be subject to renegotiation between the CRA and Development Entity based on then-prevailing rents in the Greater Boston area for the uses comprising the Program for the succeeding ten years of the Term. In the event that CRA and Development Entity are unable to agree on adjustments to the Ground Rent, the adjustments shall be submitted to an Independent Appraisal Process, as provided for in sections 5.8 and 6.5 of the Master Lease.

3.4 PAYMENTS Development Entity agrees to pay the Ground Rent and Additional Rent, in advance, to CRA commencing on the Execution Date, without offset, abatement, deduction or demand. Ground Rent shall be paid on the Execution Date and on the first day of each month thereafter during the Term (pro-rated for any partial month) to CRA at CRA's Address, or at such other place as CRA shall from time to time designate by notice, in lawful money of the United States. In the event that any installment of Ground Rent or any payment of

Additional Rent is not paid when due, Development Entity shall pay an administrative fee equal to 5% of the then overdue payment, plus interest at a rate equal to 3% over the prime rate in effect as reported in the Wall Street Journal from time to time (but in no event more than 18% per annum) from the due date thereof. All such late amounts shall be payable on demand to the CRA as Additional Rent.

ARTICLE 4 COMMENCEMENT AND CONDITION

4.1 OCCUPANCY DATE The Occupancy Date shall be 15 days after substantial completion of the Developer's Initial Work, as defined below in section 4.2.

4.2 PREPARATION OF THE PREMISES

a. The Development Entity has prepared and CRA and City hereby approve the Development Entity's Plans as identified in Exhibit D.

b. Material modification to the Development Entity's Plans shall be subject to CRA's approval. If Development Entity desires to make material modifications to the Development Entity's Plans, Development Entity shall submit such modifications to CRA for approval, and CRA shall approve or disapprove of such plans within forty-five (45) business days of receiving them. Any disapproval shall be accompanied by a reasonably specific statement of reasons therefor. At Development Entity's sole cost and expense, Development Entity shall cause Development Entity's Plans to be revised in a manner sufficient to remedy CRA's objections thereto and to respond to CRA's concerns and for such revised plans to be delivered to CRA, and CRA shall either approve or disapprove with respect thereto Development Entity's revised plans within thirty (30) business days following the date CRA receives them. The review and approval process shall continue until such time as the CRA shall approve the modifications to the Development Entity's Plans.

c. The Developer's Initial Work shall be completed on a schedule consistent with the Proposal, and shall be subject to compliance with the requirements of sections 5.5.b-f and 5.6 of this Sublease.

d. CRA's approval of Development Entity's Plans shall not relieve Development Entity of the obligation to cause Development Entity's Plans to comply with Applicable Law and to be in a form satisfactory and appropriate to the governmental authorities responsible for issuing permits, approvals, and licenses required for, or otherwise having jurisdiction over, any aspect of Developer's Initial Work. In the event modifications to Development Entity's Plans are necessary in order to comply with Applicable Law, CRA shall have the right to require Development Entity to modify Development Entity's Plans so that Development Entity's Plans are in such compliance.

e. The Development Entity's Plans shall provide for the creation of the CRA's Office Space, which shall be separate and apart from the Premises, as a part of the Developer's Initial Work for use as office space for the CRA; provided, however, that Developer's Initial Work shall not include the fit-up, finishing, or furnishing of the CRA's Office Space, which shall

be the responsibility of the CRA. The CRA shall coordinate the completion of all such work in the CRA's Office Space with the Developer's Initial Work.

f. Not later than six (6) months following the completion of Developer's Initial Work, Development Entity shall provide as-built plans to the CRA and the City in a format acceptable to each party.

4.3 POTENTIAL EXTENSION OF TERM Beginning as of end of the thirtieth (30th) year of the Term, CRA agrees, on the condition that the Development Entity continues to meet the Performance Measures identified in section 5.2 below and is otherwise in compliance with the terms of this Sublease, using its good faith efforts to negotiate an extension of the term of the Master Lease for a period not to exceed fifty (50) additional years. If CRA successfully obtains such an extension, CRA agrees to negotiate in good faith with Development Entity to extend the Term, up to the end of the extended term of the Master Lease.

ARTICLE 5 USE OF PREMISES

5.1 PERMITTED USES

a. Development Entity agrees that the Premises shall be used and occupied by Development Entity and its authorized tenants only, for Permitted Uses and for no use without CRA's express written consent, as provided in and consistent with the Governing Documents.

b. Development Entity shall adopt standard rules and regulations for use of the Premises ("Rules and Regulations"), which shall be subject to approval by CRA. All Permitted Uses must be conducted in accordance with the Rules and Regulations.

c. Development Entity agrees to conform to the following provisions during the Term:

(i) Freight may only be delivered to or removed from the Property and the Premises between the hours of [] and [];

(ii) Development Entity will not place on the exterior of the Premises (including both interior and exterior surfaces of doors and interior surfaces of windows) or on any part of the Property outside the Premises, any signs, symbol, advertisement or the like visible to public view outside of the Premises ("Signage") without the prior consent of CRA, which shall not be unreasonably withheld or delayed so long as such Signage complies with the Applicable Law. CRA will not unreasonably withhold consent for Signage on the Property at the entrance to the Premises; provided, however: (a) such Signage conforms to sign standards for the Property appropriate to Development Entity's Permitted Use through Article Seven of the Cambridge Zoning Ordinance and adopted by CRA in its reasonable discretion; and (b) Development Entity has submitted to CRA a plan or sketch in reasonable detail (showing, without limitation, size, color, location, materials and method of affixation) of the Signage; (c) Development Entity obtains any consents required by third parties before Development Entity places such signage; and (d) such

Signage complies with the Applicable Law. The initial installation of Signage shall be subject to compliance with this section and shall be considered a part of Developer's Initial Work;

(iii) Development Entity shall not perform any act or carry on any practice which may injure the Premises, or any other part of the Property, or cause any offensive odors or loud noise or constitute a nuisance or a menace to any persons in the Property; and

(iv) Development Entity shall, in its use of the Premises, comply with the requirements of all Applicable Laws.

d. CRA reserves the right, either on its own behalf or on behalf of public and civic entities, to use portions of the Premises for public meetings and similar functions, which shall be a permitted use under this Sublease; provided, however, that all such meetings and functions shall be open to members of the general public (subject, in the case of public entities, to the provisions of the Open Meeting Law).

5.2 PERFORMANCE MEASURES

a. The use of the Premises will be evaluated every two years during the Term by CRA in consultation with the Advisory Committee (the "Biennial Evaluation"). Development Entity shall adhere to the reporting requirements contained in Exhibit F. CRA and the Advisory Committee will evaluate the use of the Premises based upon the responses to the reporting requirements and the following Performance Measures: Project Understanding, Exceptional Design for Creativity and Flexibility, Maximizing Public Benefit, Degree of Inclusivity, Ability to Successfully Execute the Project, Contribution of Operator/Management Program to Successful Project, Development Capacity and Current Workload, and Ground Lease, as those terms are discussed in the RFP and used as a part of the Selection Process. Evaluation of the Performance Measures shall take into consideration Development Entity's Proposal, with the goal of making the Biennial Evaluation a review of Development Entity's performance based on its Proposal, the Selection Process, and the requirements of the RFP.

b. If CRA, upon advice from the Advisory Committee or by other means, determines that, based on the Biennial Evaluation, that the then-current use of the Premises fails to comply with the requirements of this Sublease, CRA shall inform Development Entity and present Development Entity with a list of suggested corrective measures to be used in the next Biennial Evaluation (together, the "Notice of Deficiency"). Upon receipt of the Notice of Deficiency, Development Entity shall, within 90 days, present to CRA a plan to begin to correct the deficiencies identified in the Notice of Deficiency ("Corrective Action Plan") and to continue to prosecute such corrections such that they are complete not later than the start of the next Biennial Evaluation.

c. CRA may request modifications and revisions to the Corrective Action Plan. Failure to present such a Corrective Action Plan to the CRA shall constitute a Terminable Default under this Sublease. At the next Biennial Evaluation, Development Entity shall report on progress made on the Corrective Action Plan and CRA, with advice of the Advisory

Committee, shall evaluate the use of the Premises based upon the Performance Measures. If the use of the Premises continues to fail to comply with the requirements of this Sublease through two (2) succeeding Biennial Evaluations, then CRA may, in its sole and absolute discretion: (a) present Development Entity with a new Notice of Deficiency; or (b) declare a default of this Sublease as provided in section 12.1.

5.3 CONTINUOUS OPERATION Development Entity shall continually occupy the Premises during the Term.

5.4 REQUIRED PERMITS, LICENSES AND APPROVALS Development Entity shall be responsible for obtaining any and all permits, licenses, or similar documents required by Applicable Law for use of the Premises. Neither City nor CRA implies or represents, by selection or subsequent modification of the Proposal or the Program or otherwise, that uses contemplated under the Program are permitted by the Applicable Law. CRA and Development Entity acknowledge that this Sublease is contingent upon Development Entity obtaining the necessary permits, licenses, and any other approvals needed to carry out the Program in accordance with Applicable Law, each of which shall be obtained on a schedule consistent with Development Entity's obligations.

5.5 POST OCCUPANCY INSTALLATIONS AND ALTERATIONS BY DEVELOPMENT ENTITY

a. Development Entity shall make no alterations, additions or improvements in or to the Premises ("Post Occupancy Improvements") without CRA and City's prior written consent, which consent shall not be unreasonably withheld or delayed with respect to non-structural alterations, additions and improvements that do not materially affect the Property's electrical, plumbing, mechanical or other systems but may be withheld in the CRA's and City's sole discretion with respect to all other types of Post Occupancy Improvements. Notwithstanding the foregoing, CRA's and City's consent shall not be required for any interior non-structural alterations, additions and improvements that do not materially affect the Property's electrical, plumbing, mechanical or other systems and that are estimated to cost less than \$25,000 in then-current dollars in any one instance and no more than \$75,000 in the aggregate annually.

b. Prior to the start of any Post Occupancy Improvements, Development Entity shall: (i) secure all necessary licenses and permits required under Applicable Law; (ii) deliver to CRA a statement of the names of all its contractors and assurances pertaining to compliance with this Sublease satisfactory to CRA; and (iii) cause such contractors to carry insurance as specified in section 5.6, below.

c. All Post Occupancy Improvements shall: (i) be performed in a good and workmanlike manner and in compliance with all Applicable Laws, (ii) be made at Development Entity's sole cost and expense and at such times and in such a manner as CRA may from time to time reasonably designate, and (iii) become part of the Premises and the property of City unless CRA notifies Development Entity in writing, at the time that CRA approves such work, that Development Entity must remove such Post Occupancy Improvement upon the expiration or earlier termination of the Term and restore the Premises to the condition existing immediately

prior to the commencement of such improvement. Development Entity may ask, at the time CRA approves such work, for the CRA to specify that such improvements may be removed at the termination of the Term, which the CRA may specify in its sole discretion.

d. All articles of personal property and all business fixtures, machinery and equipment and furniture owned or installed by Development Entity solely at its expense in the Premises ("Development Entity's Removable Property") shall remain the property of Development Entity and may be removed by Development Entity at any time prior to the expiration of the Term; provided, however, that Development Entity, at its expense, shall repair any damage to the Property caused by such removal. CRA and Development Entity may, by mutual agreement, agree that CRA may purchase Development Entity's Removable Property.

e. Notice is hereby given that neither City nor CRA shall be liable for any labor or materials furnished or to be furnished to Development Entity upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of City or CRA in and to the Premises or the Property.

(i) To the maximum extent permitted by law, before such time as any contractor commences to perform work, such contractor (and any subcontractors) shall furnish a written statement acknowledging the requirements of this section. Development Entity agrees to pay promptly when due the entire cost of any work done on behalf of Development Entity, its agents, employees or independent contractors, and not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to all or any part of the Property or the Premises, and immediately to discharge any such liens which may so attach.

(ii) If, notwithstanding the foregoing, any lien is filed against all or any part of the Property or the Premises for work claimed to have been done for, or materials claimed to have been furnished to, Development Entity or its agents, employees or independent contractors, Development Entity, at its sole cost and expense, shall cause such lien to be dissolved promptly after receipt of notice that such lien has been filed, by the payment thereof or by the filing of a bond sufficient to accomplish the foregoing.

(iii) If Development Entity shall fail to discharge any such lien, CRA may, at its option, discharge such lien and treat the cost thereof (including attorneys' fees incurred in connection therewith) as Additional Rent payable upon demand, it being expressly agreed that such discharge by CRA shall not be deemed to waive or release the default of Development Entity in not discharging such lien. Development Entity shall indemnify and hold City and CRA harmless from and against any and all expenses, liens, claims, liabilities and damages based on or arising, directly or indirectly, by reason of the making of any alterations, additions or improvements by or on behalf of Development Entity to the Premises under this section, which obligation shall survive the expiration or termination of this Sublease.

f. In the course of the undertaking of the Post Occupancy Improvements requiring CRA and City prior written approval, per section 5.5(a), above, Development Entity agrees to use labor compatible with that being employed by City or CRA for comparable work, and not to employ or permit the use of any labor or otherwise take any action which might result in a labor

dispute involving personnel providing services at the Property pursuant to arrangements made by the CRA or City.

g. Not later than six (6) months following the completion of Developer's Post Occupancy Improvements, Development Entity shall provide as-built plans to the CRA and the City in a format acceptable to each party.

5.6 INSURANCE DURING CONSTRUCTION.

a. During the performance of the Developer's Initial Work, the Developer's Post Occupancy Improvements and any other Development Entity improvements on the Property, in addition to the insurance required under Article 9, below, Development Entity shall require its contractors performing such construction to carry:

(i) Commercial general liability insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage per occurrence and \$2,000,000 annual aggregate limit per location (or such higher limits as may be reasonably agreed upon by CRA and Development Entity from time to time);

(ii) Automobile liability insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage per accident;

(iii) A pollution legal liability insurance policy in an amount, of a type and subject to conditions approved by CRA for additional remediation and hazardous material disposal costs related to environmental conditions at the Property not previously identified by City but discovered during the redevelopment process or operation of the Property and subject to approval by CRA for liability for bodily injury and property damage and clean-up and disposal costs arising from pollution conditions at or from the Property with a minimum limit of \$1,000,000 per claim and \$3,000,000 in the aggregate with a maximum deductible or self-insured retention of \$25,000;

(iv) The statutory limits of workers' compensation and employers' liability insurance in amounts adequate to satisfy the umbrella underlying requirements to protect City's interest and that of CRA, contractors and subcontractors during the course of the construction; and

(e) Builder's risk coverage against loss or damage on all work caused to be performed by Development Entity in an amount equal to the value of the total replacement costs of the completed improvements to be made to the Property, plus the value of subsequent contract modifications and the cost of materials supplied or installed by others, comprising the total value for the entire project on site on a replacement cost basis without optional deductibles.

b. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief,

terrorism, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and expenses and CRA's loss of use in a mutually agreed upon amount, required as a result of an insured loss. This policy shall include transportation and stored materials coverage in an amount equal to the value of the stored materials at the project site only as required below.

c. All such insurance policies shall name the City and CRA as additional insureds on a primary non-contributing basis, shall be evidenced by certificates of insurance provided to the City and the CRA, and copies of all such policies shall be provided upon request to the CRA and the City.

ARTICLE 6 PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING

Development Entity covenants and agrees that neither this Sublease nor the term and estate hereby granted, nor any interest herein or therein, will be assigned, mortgaged, pledged, encumbered or otherwise transferred, whether voluntarily, involuntarily, by operation of law or otherwise, and that neither the Premises nor any part thereof will be encumbered in any manner by reason of any act or omission on the part of Development Entity, or used or occupied or permitted to be used or occupied, by anyone other than Development Entity without prior written approval of CRA, which approval may be withheld in the CRA sole discretion; provided, however, that this limitation shall not: (a) prohibit Development Entity from mortgaging the Premises on commercially reasonable terms subject to the approval of the CRA which approval shall not be unreasonably withheld or delayed; (b) prohibit Development Entity from subleasing all or portions of the Premises as contemplated in the Program and consistent with the Governing Documents.

ARTICLE 7 RESPONSIBILITY FOR REPAIRS AND CONDITION OF PREMISES

7.1 DEVELOPMENT ENTITY'S AGREEMENT

a. Development Entity shall keep the Premises and every part thereof neat and clean and will maintain the same in good order, condition and repair, excluding reasonable wear and tear of the Premises, and damage by fire or other casualty; and Development Entity shall surrender the Premises, at the end of the Term, in such condition.

b. The Development Entity shall be responsible for all capital improvements to the Premises during the Term. Without limitation, Development Entity shall continually during the Term of this Sublease maintain the Premises in accordance with Applicable Law, and shall, at Development Entity's expense, obtain all permits, licenses and the like required by Applicable Law. As the Premises will constitute a "Place of Public Accommodation" within the meaning of the Americans With Disabilities Act of 1990, Development Entity shall be responsible for making the Premises comply with such Act and Applicable Law. Development Entity shall be responsible for the cost of repairs which may be made necessary by reason of damage to the Property or Premises caused by any act or neglect of Development Entity, or its employees,

agents, contractors, invitees or sublessees (including any damage by fire or other casualty arising therefrom).

c. If repairs are required to be made by Development Entity pursuant to the terms of this Sublease, CRA may demand that Development Entity make the same forthwith, and if Development Entity refuses or neglects to commence such repairs and complete the same with reasonable dispatch, after such demand (except in the case of an emergency, in which event CRA may make such repairs immediately), CRA may (but shall not be required to do so) make or cause such repairs to be made, and shall not be responsible to Development Entity for any loss or damage whatsoever.

7.2 INITIAL CAPITAL IMPROVEMENTS The City and CRA will confer with Development Entity, as appropriate, regarding the Initial Capital Improvements. The Cambridge City Council has appropriated six million dollars (\$6,000,000) for the Initial Capital Improvements, of which approximately \$700,000 has been expended to demolish existing interior partitions, and the City shall expend substantially all of the remainder of such amount during the time prior to the execution Term of this Sublease and within the first ten (10) years of such term. Development Entity may request that the City and CRA make certain Initial Capital Improvements in coordination with Development Entity's Initial Work or Post Occupancy Improvements.

7.3 RESERVE FUNDS CRA shall create and deposit such portions of the Ground Rent and Additional Rent paid by Development Entity into two Reserve Funds - the Operating Reserve Fund, and the Capital Reserve Fund consistent with the requirements of the Master Lease. Such deposits shall be consistent with the Proposal; provided, however, that the distribution of Rent and Additional Rent paid by Development Entity between the Reserve Funds shall be at CRA's discretion, subject to and consistent with the Governing Documents.

a. CRA agrees to expend funds from the Capital Reserve Fund for the Property's capital maintenance in a manner specified in and consistent with the Governing Documents, during the Term. CRA shall not be required to make any improvements or repairs to the Property other than as expressly set forth in this section 7.3. Decisions regarding use of the Capital Reserve Fund shall be made by the CRA and the City in consultation with the Development Entity subject to and consistent with the Governing Documents, and any work paid for by the Capital Reserve Fund shall be coordinated with the Development Entity in every respect.

b. CRA agrees to expend funds from the Operating Reserve Fund in a manner specified in and consistent with the Governing Documents during the Term.

7.4 FLOOR LOAD - HEAVY MACHINERY

a. Development Entity shall not place a load upon any floor in the Premises exceeding the floor load allowed by Applicable Law. Machines, equipment and fixtures shall be placed and maintained by Development Entity at Development Entity's expense in settings sufficient, in CRA's reasonable judgment, to absorb and prevent vibration, noise and annoyance,

in accordance to applicable licenses, permits and approvals required to be obtained by the Development Entity. Development Entity shall give CRA prior notice of Development Entity's intent to move any safe, heavy machinery, heavy equipment, freight, bulky matter or fixtures in or about the Property, and, if CRA shall so require, Development Entity shall provide insurance, naming City and CRA as an insured, in such amounts as CRA and City may require.

b. If any such machinery, equipment, freight, bulky matter or fixtures requires special handling, Development Entity agrees to employ only persons holding a Master Rigger's License to do such work, and that all work in connection therewith shall comply with Applicable Law. Any such moving shall be at the sole risk and hazard of Development Entity, and Development Entity will exonerate, indemnify and save City and CRA harmless against and from any liability, loss, injury, claim or suit resulting directly or indirectly from such moving.

7.5 BUILDING SERVICES

a. Development Entity shall furnish heating and cooling to the Property, as normal seasonal changes may require, to provide reasonably comfortable space temperature and ventilation for occupants of the Premises under normal business operation. In the event Development Entity introduces into the Premises personnel or equipment which overloads the capacity of the Property systems or in any other way interfere with the systems' ability to perform adequately its proper functions, supplementary systems may, if and as needed, at CRA's option, be provided by CRA, at Development Entity's sole expense. CRA shall pay a pro-rata share of the cost of providing such services to the CRA's Office Space in amounts to be reasonably agreed upon by the Parties.

b. CRA shall provide:

(i) Cold water (at temperatures supplied by the City of Cambridge) for drinking, lavatory and toilet purposes. CRA shall install a water meter at the Premises and thereby measure Development Entity's water consumption for all purposes; and

(ii) Free access to the Premises at all times subject to security precautions that may be in effect, and subject always to restrictions based on emergency conditions.

7.5 UTILITY PAYMENTS

a. Development Entity shall be responsible for the payment of all utilities of any kind used and consumed in or attributable to the Property directly to the appropriate utility company or other provider, and CRA shall have no responsibility to pay for all or any portion of any such utilities, except with respect to the CRA's Office Space, which CRA shall pay based on actual usage. A sub-metering system shall be installed for this purpose. Electricity, water, sewer and natural gas used and consumed in or attributable to the Premises will be measured by separate meters.

b. Utilities for which Development Entity is responsible under this section 7.5 shall include, without limitation, electricity, water, sewer, natural gas, telephone services and charges and other telecommunications services and charges.

c. Development Entity agrees in its use of the Premises: (i) not to exceed a commercially reasonable electricity demand for the Permitted Use of the Premises; and (ii) that its total connected lighting load will not exceed, in conjunction with the other lighting load in the building, the maximum from time to time permitted under Applicable Law.

ARTICLE 8 REAL ESTATE TAXES

8.1 PAYMENT OF REAL ESTATE TAXES Development Entity shall pay any taxes due and payable upon the Property. CRA shall pay its proportionate share of such taxes, if any, to Development Entity for the use of CRA's Office Space at such times as taxes are due and payable.

ARTICLE 9 INDEMNITY AND PUBLIC LIABILITY INSURANCE

9.1 INDEMNITY

a. Except to the extent that such claims arise from acts of gross negligence or willful misconduct of City or CRA, or their agents or employees, Development Entity agrees to indemnify, defend, hold and save harmless City and CRA and their employees, mortgagees, agents and contractors from and against all claims, loss, cost, damage or expense of whatever nature arising: (i) from any accident, injury or damage whatsoever to any person, or to the property of any person, occurring in or about the Premises; (ii) from any accident, injury or damage whatsoever to any person, or to the property of any person, occurring outside of the Premises but on the Property where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Development Entity or Development Entity's agents, employees, contractors, invitees or sub lessees; or (iii) the use or occupancy of the Premises or of any business therein, or anything or work whatsoever done, or any condition created (other than by City or CRA) in or about the Premises; and, in any case, occurring after the date of this Sublease until the end of the Term of this Sublease and thereafter so long as Development Entity is in occupancy of any part of the Premises. This indemnity, defense and hold harmless agreement shall include indemnity against all losses, costs, damages, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including, without limitation, reasonable attorneys' fees and costs at both the trial and appellate levels.

b. CRA agrees to indemnify, defend, hold and save harmless Development Entity from and against all claims, loss, cost, damage or expense of whatever nature arising from any accident, injury or damage, to the extent that such accident, damage or injury results from a grossly negligent or willful and wrongful act or omission on the part of City or CRA, or their agents or employees and occurring after the date of this Sublease until the end of the Term of this Sublease, except to the extent that such claims arise from the negligent acts or omissions of Development Entity or its agents, employees, contractors, invitees or sub-lessees. This

indemnity, defense and hold harmless agreement shall include indemnity against all losses, costs, damages, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including, without limitation, reasonable attorneys' fees and costs at both the trial and appellate levels.

9.2 INSURANCE Development Entity agrees to maintain in full force and effect during the Term the following types of insurance:

- a. General Liability Insurance. General liability insurance (including contractual and personal injury liability insurance) in an amount not less than \$1,000,000 combined single limit bodily injury and property damage per occurrence and \$2,000,000 annual aggregate limit per location (or such higher limits as may be reasonably agreed upon by City, CRA, and Development Entity from time to time).
- b. Automobile Liability. For any vehicles used by the Development Entity in business related to the Premises, automobile liability insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage per accident.
- c. Workers' Compensation and Employers' Liability. The statutory limits of workers' compensation and employers' liability insurance in amounts adequate to satisfy the umbrella underlying requirements.
- d. Excess/Umbrella Liability. Umbrella liability coverage in an amount not less than \$10,000,000 per occurrence. Umbrella liability coverage is to be in excess of the general liability, automobile liability and employers' liability requirements outlined above and such requirement shall be subject to reasonable modification based on market changes and insurance coverage standards generally applicable to commercial real estate similar in type, use and location as the Property.
- e. Environmental Liability Insurance. A pollution legal liability insurance policy in an amount, of a type and subject to conditions approved by the CRA for additional remediation and hazardous material disposal costs related to environmental conditions at the Property not previously identified by City but discovered during the redevelopment process or operation of the Property (and subject to approval by the City) for liability for bodily injury and property damage and clean-up and disposal costs arising from pollution conditions at or from the Property with a minimum limit of \$1,000,000 per claim and \$3,000,000 in the aggregate and a maximum deductible or self-insured retention of \$25,000.
- f. Property Insurance. Insurance against loss or damage resulting to the Property including fire, theft or other damage in an amount not less than the replacement value of the Property. The CRA and the Development Entity shall consult with and obtain approval from the City regarding the coverage amount of this policy.
- g. Additional Provisions. The liability coverage in the insurance policies required in this section above shall name CRA and City as additional insureds except in the workers

compensation policy. All insurance policies required in this section above shall be issued by companies authorized to do business in Massachusetts with an A.M. Best's financial rating of A- or better and a size class rating of X (10) or larger or otherwise acceptable to the CRA and the City and all such policies shall include a provision waiving the insurer's rights to subrogation against the CRA and the City. Development Entity shall deposit with CRA a certified copy of the insurance binder (countersigned by the insurer) or evidence of insurance (in ACORD Form 28) or other proof satisfactory to the CRA and the City for each of the insurance policies that the Development Entity is required to carry in compliance with its obligations under the Sublease and shall provide copies of all such insurance policies upon CRA's or City's request. Such insurance policies shall contain a provision that the insurer will not cancel or refuse to renew the policy, without first giving at least thirty (30) days prior written notice to CRA and the City. Failure to obtain and maintain the required insurance and failure to remedy such within ten (10) Business Days after written notice by City or CRA shall constitute a Terminable Default of Development Entity, pursuant to Article 12, below.

9.3 DEVELOPMENT ENTITY'S RISK Development Entity agrees to use and occupy the Premises and to use such other portions of the Property as CRA is herein given the right to use at Development Entity's own risk. Except to the extent that such claims arise from the acts of gross negligence or willful misconduct of City or CRA, or their agents or employees, neither City, CRA, nor City's or CRA's insurers shall have any responsibility or liability for any loss of or damage to Development Entity's Removable Property. Development Entity shall carry "all-risk" property insurance on a "replacement cost" basis, insuring Development Entity's Removable Property and any alterations, additions or improvements installed by Development Entity pursuant to section 4.2 or section 5.5, to the extent that the same have not become the property of City, and other so-called improvements and betterments. The provisions of this section 9.3 shall be applicable from and after the execution of this Sublease and until the end of the Term, and during such further period as Development Entity may use or be in occupancy of any part of the Premises.

9.4 INJURY CAUSED BY THIRD PARTIES Except to the extent that such claims arise from the acts of gross negligence or willful misconduct of City or CRA, or their agents or employees, Development Entity agrees that City and CRA shall not be responsible or liable to Development Entity, or to those claiming by, through or under Development Entity, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the Premises adjacent to or connecting with the Premises or any part of the Property or otherwise.

9.5 WAIVER OF SUBROGATION The CRA and the Development Entity shall each procure an appropriate clause in, or endorsement on, any property insurance policy covering the Premises and personal property, fixtures and equipment located thereon and therein, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery in favor of either party, its respective agents or employees. Having obtained such clauses and/or endorsements, each party hereto hereby agrees that it will not make any claim against or seek to recover from the other or its agents or employees for any loss or damage to its

property or the property of others resulting from fire or other perils covered by such property insurance.

ARTICLE 10 CITY AND CRA'S ACCESS TO PREMISES

10.1 INSPECTION City, CRA, and their agents, employees, consultants and contractors may enter the Property at any time in response to an emergency and at other reasonable times to examine, inspect and protect the Premises and the Property.

10.2 ACCESS City and CRA shall have access to all areas in the Property and Premises (including exterior walls, core corridor walls and doors and any core corridor entrances), including areas used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other facilities.

ARTICLE 11 CASUALTY

11.1 EVENT OF CASUALTY

a. For the purposes of this section, "Event of Casualty" shall be defined as damage to or destruction of the Property caused by fire or other casualty, or any such damage to or destruction of the Property necessary to provide normal services and access to the Property.

b. If an Event of Casualty occurs, Development Entity, after receipt of written notice thereof from CRA, shall undertake to make repairs and restorations with reasonable diligence, unless this Sublease has been terminated by CRA. If: (i) in CRA's sole judgment, in consultation with the City, the damage is of such nature or extent that more than one hundred eighty (180) days following the occurrence of the casualty would be required to repair and restore the Property as the case may be; or (ii) in CRA's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Property, as the case may be; or (iii) less than one (1) year remains on the then current Term, CRA shall so advise Development Entity within thirty (30) days after the Event of Casualty (the "CRA's Notice of Casualty"), and either Party shall have thirty (30) days after receipt of CRA's Notice of Casualty to terminate this Sublease by written notice to the other.

c. If either Party elects to terminate this Sublease in the case described in clauses (i), (ii) or (iii) above, then the Term shall expire as of the date of the Event of Casualty, and Development Entity shall vacate the Property and surrender the same to CRA in accordance with the terms of this Sublease.

11.2 REPAIR AND RESTORATION If an Event of Casualty occurs, provided this Sublease is not terminated pursuant to the terms of section 11.1, and sufficient casualty insurance proceeds after CRA has recovered its expenses, are available for application to such repair and restoration, Development Entity shall proceed diligently to repair and restore the Property to substantially the same condition prior to the Event of Casualty, and Rent shall equitably abate until the Property and the portions of the Premises providing necessary service and access to the Property are restored. In no event shall CRA have any liability for damages to Development

Entity for inconvenience, annoyance, or interruption of business arising from such fire or casualty.

11.3 VALIDITY AND EFFECT The validity and effect of this Sublease shall not be impaired in any way by the failure of Development Entity to complete the repair and restoration of the Property within one hundred eighty (180) days after the occurrence of an Event of Casualty, even if Development Entity had in good faith notified CRA that the repair and restoration would be completed within such period, provided that Development Entity proceeds diligently with such repair and restoration; provided, however, if restoration of the Property or the Premises is not substantially completed within three hundred and sixty five (365) days after the occurrence of the casualty, CRA shall have the right to terminate this Lease by written notice to Development Entity.

ARTICLE 12 **DEFAULT**

12.1 TERMINABLE DEFAULTS

a. If at any time subsequent to the commencement of this Sublease any one or more of the following events (herein referred to as a "Terminable Default of Development Entity") shall happen:

(i) Development Entity shall abandon the Premises or shall close the Premises to the public for any period of six (6) consecutive months or more, other than (A) as the result of a cause or event referred to in this Article 11, (B) due to a Force Majeure Event, or (C) for the period from the commencement of construction of the Developer's Initial Work or to the substantial completion thereof, provided that such period shall not be more than eighteen (18) months from the Execution Date; or

(ii) Development Entity shall cease to use substantially all of the Premises for the Permitted Use; or

(iii) Development Entity shall not obtain binding financing commitments sufficient to pay for the Developer's Initial Work and the Post Occupancy Improvements in the form of cash and/or a binding lending commitment from an institutional lender and construction of the Developer's Initial Work or the Post Occupancy Improvements shall not have commenced and be continuing on or before 24 months after the Execution Date; or

(iv) Development Entity shall fail to complete the Developer's Initial Work and to achieve the Occupancy Date on dates consistent with the Proposal; or

(v) Development Entity shall fail to make improvements subject to Performance Review and does not submit or adhere to a Corrective Action Plan as described in section 5.2; or

(vi) Development Entity shall fail to pay the Ground Rent, Additional Rent or other charges hereunder when due and such failure shall continue for thirty (30) days after notice to Development Entity; or

(vii) Development Entity shall neglect or fail to perform or observe any other covenant herein contained on Development Entity's part to be performed or observed other than the covenants referred to in section 12.1 above and Development Entity shall fail to remedy the same within thirty (30) days after notice to Development Entity specifying such neglect or failure, or if such failure is of such a nature that Development Entity cannot reasonably remedy the same within such thirty (30) day period, Development Entity shall fail to commence promptly (and in any event within such 30-day period) to remedy the same and to prosecute such remedy to completion with diligence and continuity; or

(viii) Development Entity's leasehold interest in the Premises shall be taken on execution or by other process of law directed against Development Entity; or

(ix) Development Entity shall make an assignment for the benefit of creditors or shall be adjudicated insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future Federal, State or other statute, law or regulation for the relief of debtors (other than the Bankruptcy Code, as hereinafter defined), or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Development Entity or of all or any substantial part of its properties, or shall admit in writing its inability to pay its debts generally as they become due; or

(x) Development Entity shall file a voluntary petition or an order for relief shall be entered against Development Entity under Chapter 7, 11 or 13 of 11 U.S.C. §101, et seq. (the "Bankruptcy Code"); or

(xi) A petition shall be filed against Development Entity under any law (other than the Bankruptcy Code) seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future Federal, State or other statute, law or regulation and shall remain un-dismissed or un-stayed for an aggregate of 60 days (whether or not consecutive), or if any trustee, conservator, receiver or liquidator of Development Entity or of all or any substantial part of its properties shall be appointed without the consent or acquiescence of Development Entity and such appointment shall remain un-vacated or un-stayed for an aggregate of sixty (60) days (whether or not consecutive);

then CRA may give notice ("Notice of Terminable Default") to Development Entity, at which time Development Entity must prepare within 90 days a Corrective Action Plan to correct the issue(s) giving rise to the Notice of Terminable Default. CRA may request changes or additions to the Corrective Action Plan. If Development Entity fails to prepare a Corrective Action Plan, abide by the Corrective Action Plan, or the Corrective Action Plan fails to correct the issue(s) giving rise to the Notice of Terminable Default, CRA may, in its sole discretion, issue another Notice of Terminable Default or terminate the Term of this Sublease by giving

Development Entity notice thereof and the Term of this Sublease shall terminate on the thirtieth (30th) day after the giving of such notice as if said date were the date originally set forth in this Sublease for the expiration of the Term.

b. If this Sublease shall have been terminated as provided in this Article, then CRA may re-enter the Premises, either by summary proceedings, ejectment or otherwise, and remove and dispossess Development Entity and all other persons and any and all property from the same.

c. The specified remedies to which CRA may resort under this Sublease are not intended to be exclusive of any remedies or means of redress to which CRA may at any time be entitled lawfully, and CRA may invoke any remedy allowed at law or in equity as if specific remedies were not herein provided.

ARTICLE 13 HAZARDOUS MATERIALS

a. Development Entity shall indemnify, defend upon demand with counsel reasonably acceptable to City and CRA, and hold City and CRA harmless from and against, any liabilities, losses claims, damages, interest, penalties, fines, attorneys' fees, experts' fees, court costs, remediation costs, and other expenses which result from any the use, storage, handling, treatment, transportation, release or disposal of Hazardous Materials in or about the Premises or the Property by Development Entity or Development Entity's agents, employees or contractors after the commencement of the Term.

b. CRA and Development Entity shall each give written notice to the other as soon as reasonably practicable of (i) any communication received by any governmental authority concerning Hazardous Materials which relates to the Premises, and (ii) any Environmental Condition. Development Entity may use chemicals such as adhesives, lubricants, ink, solvents and cleaning fluids in order to conduct its business at the Premises and to maintain and operate the business machines located in the Premises, and such other Hazardous Materials as are necessary for the operation of Development Entity's business of which CRA receives notice prior to such Hazardous Materials being brought onto the Premises. At any time during the term of this Sublease, Development Entity shall, within ten (10) business days after written request therefor received from CRA, disclose in writing all Hazardous Materials that are being used by Development Entity in the Premises, the nature of such use and the manner of storage and disposal. Development Entity shall use or store only those Hazardous Materials that are customary for the operation of the Premises in accordance with the Permitted Uses and all Hazardous Materials used by Development Entity shall be used, stored and disposed of in accordance with all applicable Environmental Laws.

c. City and CRA each reserve the right to cause testing wells to be installed on the Property (and the right to conduct testing at existing wells), and may cause the ground water to be tested to detect the presence of Hazardous Materials by the use of such tests as are then customarily used for such purposes. Without CRA's prior written consent, Development Entity shall not conduct on the Property any sampling or investigation of soil, groundwater, or any other material or matter to determine the presence of any constituents therein.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 EXTRA HAZARDOUS USE Development Entity covenants and agrees that Development Entity will not do or permit anything to be done in or upon the Premises, or bring in anything or keep anything therein, which shall increase the rate of property or liability insurance on the Premises or the Property above the standard rate applicable to Premises being occupied for Permitted Uses; and Development Entity further agrees that, in the event that Development Entity shall do any of the foregoing, Development Entity will promptly pay to CRA, on demand, any such increase resulting therefrom, which shall be due and payable as Additional Rent hereunder.

14.2 WAIVER Failure on the part of City, CRA or Development Entity to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be a waiver by City, CRA, or Development Entity, of any of their rights hereunder. Further, no waiver at any time of any of the provisions hereof by City, CRA, or Development Entity shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

14.3 COVENANT OF QUIET ENJOYMENT Subject to the terms and provisions of this Sublease, on payment of the Ground Rent and Additional Rent and observing, keeping and performing all of the other terms and provisions of this Sublease on CRA's part to be observed, kept and performed, Development Entity shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the Term, without hindrance or ejection by any persons lawfully claiming under City or CRA to have title to the Premises superior to Development Entity; the foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

14.4 CITY OR CRA'S LIABILITY

a. The CRA and City's liability in entering into this Sublease is limited. In no event shall City or CRA ever be liable to Development Entity for any loss of business or any other indirect or consequential damages suffered by Development Entity from whatever cause. With respect to any repairs or restoration which are required or permitted to be made by City or CRA, the same may be made during normal business hours and City or CRA shall have no liability for damages to Development Entity for inconvenience, annoyance or interruption of business arising therefrom.

14.5 ADDITIONAL RENT If Development Entity shall fail to pay when due any sums under this Sublease designated as Additional Rent, CRA shall have the same rights and remedies as CRA has hereunder for Development Entity's failure to pay Ground Rent.

14.6 INVALIDITY OF PARTICULAR PROVISIONS If any term or provision of this Sublease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby, and each term and provision of this Sublease shall be valid and be enforced to the fullest extent permitted by law.

14.7 NOTICES All notices or other communications hereunder shall be in writing and shall be deemed to have been given (i) if delivered by hand, by messenger or by an express delivery service (FedEx, UPS, DHL, etc.), then if and when delivered (or if delivery is refused, when refused) to the respective Parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party), or (ii) if mailed, then on the third business day following the date on which such communication is deposited in the United States mails, by first class registered or certified mail, return receipt requested, postage prepaid, and addressed to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby).

If to CRA: Executive Director
 Cambridge Redevelopment Authority
 255 Main Street, Fourth Floor
 Cambridge, MA 02142

If to Development Entity:

If to City: Cambridge City Manager
 Cambridge City Hall
 795 Massachusetts Avenue
 Cambridge, MA 02139

With a copy to:

City Solicitor
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, MA 02139

With a copy to:

City Engineer
Cambridge Department of Public Works
147 Hampshire Street
Cambridge, MA 02139

14.8 WHEN LEASE BECOMES BINDING; ENTIRE AGREEMENT

a. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall only become effective and binding on the Execution Date.

b. This Sublease is the entire agreement between the Parties and expressly supersedes any negotiations, considerations, representations and understandings or other written documents between the Parties, and may be modified or altered only by written agreement between the Parties.

14.9 SURRENDER OF PREMISES Upon the expiration or earlier termination of the Term, Development Entity shall peaceably quit and surrender to CRA the Premises in neat and clean condition and in good order, condition and repair, together with all alterations, additions and improvements which may have been made or installed in, on or to the Premises prior to or during the Term of this Sublease, excepting only ordinary wear and use and damage by fire or other casualty for which, under other provisions of this Sublease, Development Entity has no responsibility of repair or restoration. Development Entity shall remove all of Development Entity's Removable Property and, to the extent specified by CRA, all alterations and additions made by Development Entity and all partitions wholly within the Premises; and shall repair any damages to the Premises or the Property caused by such removal. Any Development Entity's Removable Property which shall remain on the Premises after the expiration or termination of the Term shall be deemed conclusively to have been abandoned, and either may be retained by CRA as its property or may be disposed of in such manner as CRA may see fit, at Development Entity's sole cost and expense.

14.10 NO BROKER Development Entity warrants and represents that it has dealt with no broker in connection with the consummation of this Sublease, and, in the event of any brokerage claims against CRA or City predicated upon prior dealings with Development Entity, Development Entity agrees to defend the same and indemnify CRA and City against any such claim.

14.11 DISPUTE RESOLUTION In the event of a dispute between the Parties, pursuant to this Sublease the parties agree that prior to pursuing other available remedies (but excluding the giving of notices of a default by the other party), they will attempt to directly negotiate resolution of their dispute. If negotiation is unsuccessful, then they agree to participate in at least three hours of mediation to be facilitated by a mediator mutually acceptable to them and under the mediation procedures set by the mediator. The mediation session shall be conducted within thirty (30) days of the date on which the mediator receives the request to mediate or such sooner time period as the Parties shall mutually agree upon in the event of an emergency. The costs of such mediation shall be shared equally by the Parties.

14.12 WAIVER OF JURY TRIAL The Parties each waive trial by jury in any action, proceeding or counterclaim brought by either against the other, on or in respect of any matter whatsoever arising out of or in any way connected with this Sublease, the relationship of City and CRA or CRA's use or occupancy of the CRA's Office Space.

14.13 TIME IS OF THE ESSENCE Time is of the essence of each provision of this Sublease.

14.14 FURTHER DEFINITION OF THE CITY When acting as the Landlord under the Master Lease and as a third-party beneficiary under this Sublease, the City shall act through

its City Manager or his or her designee. Approvals under this Sublease shall be subject to further approvals of the City and any of its agencies as may be required by Applicable Law.

14.15 FURTHER DEFINITION OF THE CRA When acting under this Sublease, the CRA shall act through a majority vote of its Board members; provided, however that the CRA may vote to delegate certain of its rights in this Sublease to the CRA's Executive Director.

14.16 MULTIPLE COUNTERPARTS This Sublease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

14.17 GOVERNING LAW This Sublease shall be governed exclusively by its provisions and by the laws of The Commonwealth of Massachusetts as the same may from time to time exist.

IN WITNESS WHEREOF, the Parties have caused this Sublease to be executed as of the date first written above.

CRA:

Cambridge Redevelopment Authority

By: _____

Name: Kathleen Born

Title: Board Chair

DEVELOPMENT ENTITY:

By: _____

Name:

Title:

The City of Cambridge is an intended third-party beneficiary of this Sublease, and joins in this Sublease for the purpose of enforcing its rights hereunder. In doing so, the City specifically assumes no liability under this Sublease.

Richard C. Rossi, City Manager

February 25, 2016

EXHIBIT A - THE MASTER LEASE

February 25, 2016

EXHIBIT B - DESCRIPTION OF THE PROPERTY AND PREMISES

February 25, 2016

EXHIBIT C - THE PROPOSAL

February 25, 2016

EXHIBIT D - DEVELOPMENT ENTITY'S PLANS

February 25, 2016

EXHIBIT E - RULES AND REGULATIONS

February 25, 2016

EXHIBIT F - DEVELOPMENT ENTITY'S REPORTING REQUIREMENTS

Staff Report to the Board

March 16, 2016

Contracting, Personnel, and General Administration

The CRA has received over 70 applicants for the Project Manager job posting. Staff is currently screening candidates and will be setting up interviews over the next few weeks.

Staff is drafting an RFP for landscape maintenance contractors based on enhanced specifications for the Grand Junction Park and future improvements to Parcel Six with the expectation that landscape work will initiate in June. In the meantime, we have extended the existing contract with Greenscape for three months in order to care for the lawn and other landscaping needs at the Porkchop parcel, the future site of the Binney Street Park.

We continue to work with Richard Viscay to perform bank account reconciliations and refine our financial control procedures. He is working on some policy suggestions that will be brought before the Board later in the year. Likewise, we have arranged for some assistance from Stephen Lee, a senior compensation analyst volunteering through Telos Analysis, to review and suggest amendments to our personnel policy, which we expect to bring before the Board in June.

Draft Forward Calendar

April 2016	May 2016
Infill Development Plan Concepts	Personnel Policy Revisions
Kendall Plaza Branding Signage	Point Park Designs
Parcel Six Design and Vendor Update	Kendall Square Implementation Plan
Ames Street Designs	Foundry Update

Projects and Initiatives

88 Ames Street Residences

The housing project received its building permit in February and construction activity is in full swing. Access along Ames Street, through Pioneer Alley, and the Green garage is limited at this time. CRA staff and Boston Properties continue to work with City departments on the final design of Ames Street, anticipating changes to the street designs to improve bicycle accommodations further south on Ames Street, Broadway and the Sixth Street connector.

Grand Junction Park

The Cambridge DPW will lift the moratorium on construction on March 21st, enabling spring planting at the Grand Junction Park to begin earlier than expected. Plantings will be chosen at the nursery next week and marked out on site in the next two weeks. The contractor, Mattuchio Construction, will start with the largest plantings in the back of the site and move

forward toward the curb. Aside from plantings and topsoil, other finishing items include granite engraving, the final course of asphalt, bike rack and drinking fountain installations, as well as the play surface surrounding the play spinners. Landscaping oversight will be provided by Halvorson Designs, who will tag plants at the nursery and approve all planting locations. Mattuchio has estimated that they will complete most tasks by early May. We will allow several weeks for the grass to grow during May before taking delivery of the park at the end of May or the beginning of June, depending on plant and lawn establishment. The contractor as well as Halvorson will be providing record drawings and as-built plans at the end of their contracts.

Foundry

The CRA and the City hosted a bidder information session on March 2nd. Last week we received a series of additional written questions. The CRA will issue a second addendum summarizing the information session discussion and respond to the written questions received.

Kendall Square EcoDistrict

The EcoDistrict has made significant progress on two of its pilot initiatives. The EcoDistrict project team, working with the MIT Climate Lab, has received 16 competition submittals for the high density parking design competition. The EcoDistrict Energy Study has completed the first phase of its work collecting and analyzing thermal and electrical energy demands in the District. The CRA stakeholders continue to work toward a long-term governance structure for the collective sustainability effort.

Main Street and Point Park

The City contractor, Newport Construction, has begun mobilizing early for the completion of the Main Street improvements along the southern sidewalk. Traffic will once again be limited to one-way traffic toward Central Square. DPW expects the work to be substantially complete by June. Staff has coordinated with Newport to vacate and install basic landscape improvements to the site in May.

The CRA is facilitating the creation of a modified construction design for refurbishment of Point Park with Boston Properties. Boston Properties expects to begin this work as soon as the Main Street construction is complete. Stoss Design, the landscape architect selected by the City, will suggest conceptual designs for potential later phases of park development. This could involve additional landscape changes, especially on the current lawn area owned by the CRA.



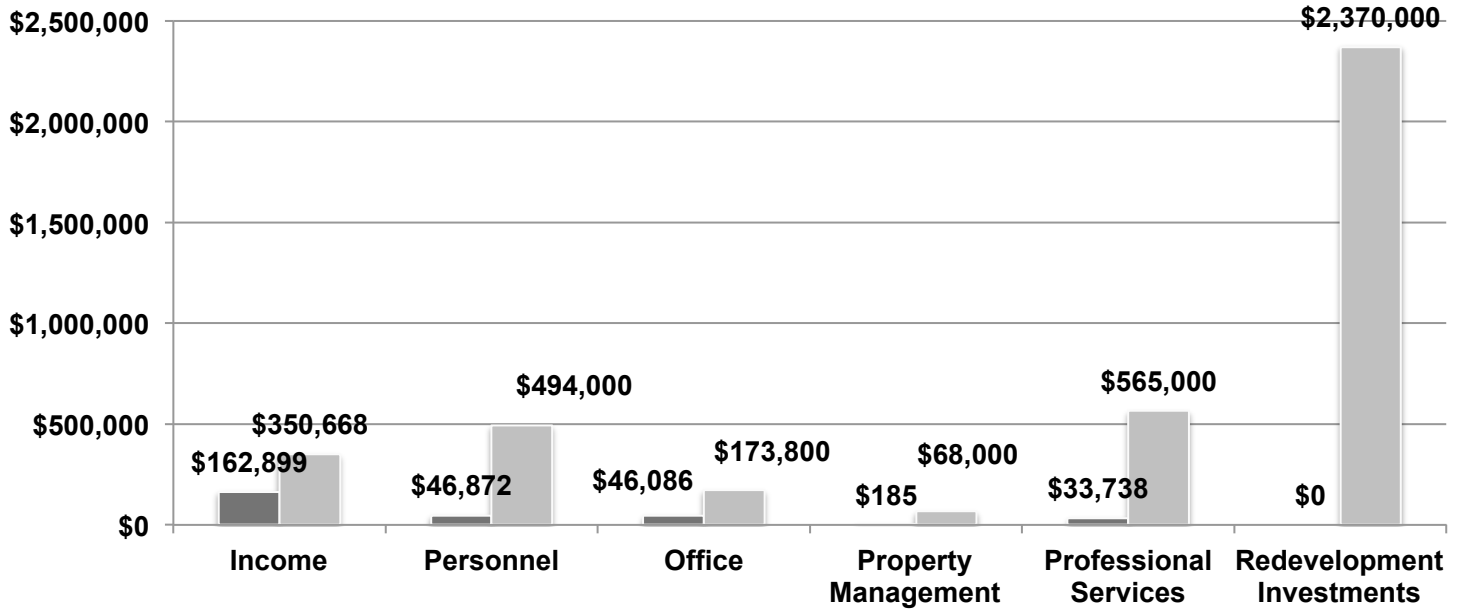
Budget vs. Actuals
January - February 2016

	Total	
	Actual	Budget
Income		
4000 Income		
4100 Discounts given		0.00
4200 Operating Revenue		
4210 Grants	152,467.68	152,468.00
4220 Proceeds from sale of development rights		0.00
4230 Reimbursed Expenses		2,000.00
4240 Rental Income		
4241 Lot License Agreements		2,000.00
4242 Foundry Ground Lease		40,000.00
4243 Parcel Six Rental Space		4,200.00
Total 4240 Rental Income	\$ 0.00	\$ 46,200.00
4250 Other		55,000.00
Total 4200 Operating Revenue	\$ 152,467.68	\$ 255,668.00
4300 Other Income		
4310 Dividend Income	776.74	5,000.00
4320 Interest Income	9,654.99	90,000.00
Total 4300 Other Income	\$ 10,431.73	\$ 95,000.00
Total 4000 Income	\$ 162,899.41	\$ 350,668.00
Total Income	\$ 162,899.41	\$ 350,668.00
Gross Profit	\$ 162,899.41	\$ 350,668.00
Expenses		
6000 Operating Expenses		
6100 Personnel		
6110 Salaries	43,492.07	320,000.00
6120 Payroll Taxes		
6121 Medicare & OASDI (SS)	874.98	10,000.00
6122 Payroll Taxes - Fed & MA		0.00
6123 Unemployment & MA Health Ins	173.82	400.00
Total 6120 Payroll Taxes	\$ 1,048.80	\$ 10,400.00
6130 Personnel and Fringe Benefits		
6131 Insurance - Dental	851.52	4,800.00
6132 Insurance - Medical (for Employees)		40,000.00
6133 Pension Contribution (Employees & Retirees)		42,000.00
6134 T Subsidy	707.50	4,800.00
6135 Workers Comp & Disability Insurance	772.00	2,000.00
Total 6130 Personnel and Fringe Benefits	\$ 2,331.02	\$ 93,600.00
6140 Insurance - Medical (for Retirees, Survivors)		70,000.00
Total 6100 Personnel	\$ 46,871.89	\$ 494,000.00

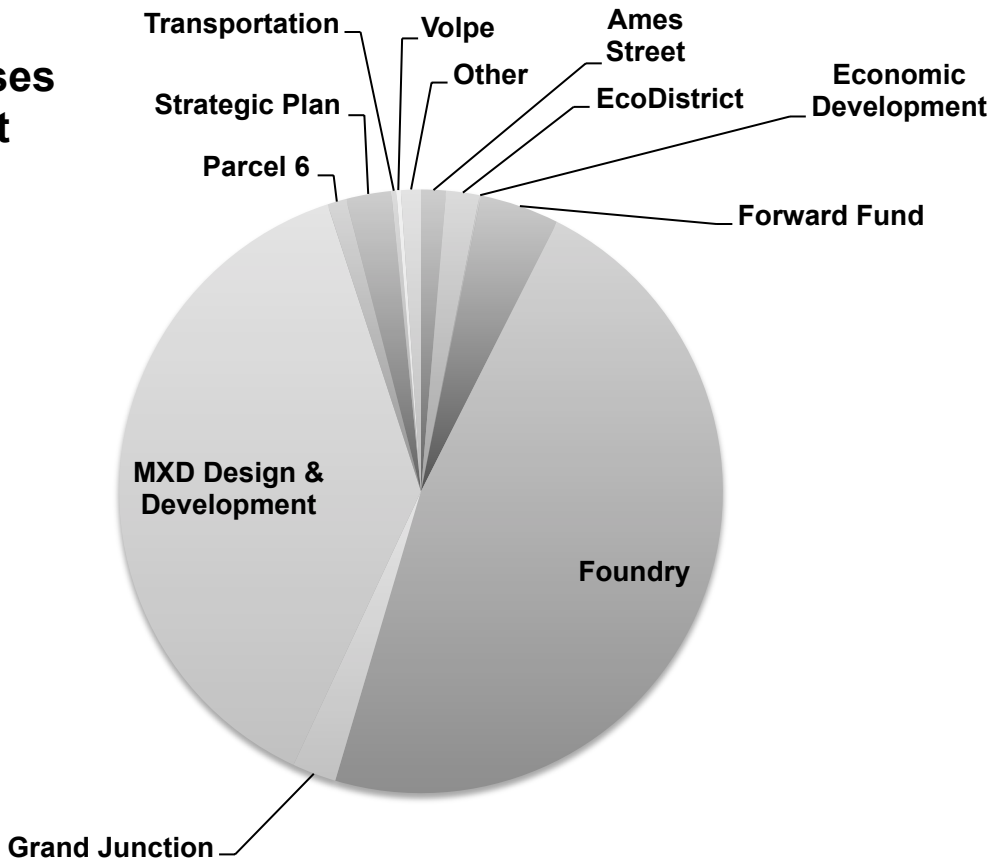
	Total	
	Actual	Budget
6200 Office		
6210 Community Outreach		
6211 Materials		3,000.00
6212 Public Workshops		500.00
6213 Other	146.31	1,000.00
Total 6210 Community Outreach	\$ 146.31	\$ 4,500.00
6220 Marketing & Professional Development		
6221 Advertising	330.00	4,000.00
6222 Conferences and Training	361.50	4,000.00
6223 Dues and Membership	925.00	4,000.00
6224 Meals		500.00
6225 Recruiting		300.00
6226 Staff Development		8,000.00
6227 Subscriptions		100.00
6228 Travel	14.66	500.00
Total 6220 Marketing & Professional Development	\$ 1,631.16	\$ 21,400.00
6230 Insurance		
6231 Art and Equipment	1,423.75	4,200.00
6232 Commercial Liability	5,226.00	3,400.00
6233 Special Risk	3,758.00	4,000.00
Total 6230 Insurance	\$ 10,407.75	\$ 11,600.00
6240 Office Equipment		
6241 Equipment Lease	692.53	6,200.00
6242 Equipment Purchase (computers, etc.)	500.00	1,200.00
6243 Furniture		300.00
Total 6240 Office Equipment	\$ 1,192.53	\$ 7,700.00
6250 Office Space		
6251 Archives (Iron Mountain)	883.43	5,100.00
6252 Office Rent	24,387.99	100,000.00
6253 Office Utilities	1,050.00	4,200.00
6254 Other Rental Space	4,409.00	4,800.00
6255 Parking		300.00
6256 Repairs and Maintenance		500.00
Total 6250 Office Space	\$ 30,730.42	\$ 114,900.00
6260 Office Management		
6261 Board Meeting Expenses	53.48	500.00
6262 Office Expenses	63.72	600.00
6263 Office Supplies	94.21	1,000.00
6264 Postage and Delivery	30.52	200.00
6265 Printing and Reproduction	317.00	400.00
6266 Software	209.93	800.00
6267 Payroll Services	156.76	1,000.00
6268 Financial Service Charges		100.00
Total 6260 Office Management	\$ 925.62	\$ 4,600.00
6270 Telecommunications		
6271 Internet	511.99	3,000.00
6272 Mobile	77.08	2,000.00
6273 Telephone	246.61	2,000.00
6274 Website & Email Hosting	66.66	900.00
6275 Information Technology	150.00	1,200.00
Total 6270 Telecommunications	\$ 1,052.34	\$ 9,100.00
Total 6200 Office	\$ 46,086.13	\$ 173,800.00

	Total	
	Actual	Budget
6300 Property Management		
6310 Contract Work		5,000.00
6320 Landscaping Maintenance		20,000.00
6330 Repairs		5,000.00
6340 Snow Removal		35,000.00
6350 Utilities		
6351 NSTAR Gas & Electric	184.89	3,000.00
6352 Water		0.00
Total 6350 Utilities	\$ 184.89	\$ 3,000.00
6360 Other		
Total 6300 Property Management	\$ 184.89	\$ 68,000.00
Total 6000 Operating Expenses	\$ 93,142.91	\$ 735,800.00
7000 Professional Services		
7001 Construction Management		24,000.00
7002 Design - Architects		55,000.00
7003 Design - Landscape Architects		50,000.00
7004 Engineers and Survey		10,000.00
7005 Legal	22,365.00	180,000.00
7006 Real Estate & Finance		40,000.00
7007 Planning and Policy	10,000.00	60,000.00
7008 Retail Management / Wayfinding		10,000.00
7009 Accounting	780.36	15,000.00
7010 Marketing / Graphic Design		5,000.00
7011 Temp and Contract Labor	592.50	2,000.00
7012 Web Design / GIS		20,000.00
7013 Land Surveys		5,000.00
7014 Records Management / Archivist		30,000.00
7015 Energy & Environmental Planning		55,000.00
7016 Other		4,000.00
Total 7000 Professional Services	\$ 33,737.86	\$ 565,000.00
8000 Redevelopment Investments		
8100 Capital Costs		250,000.00
8200 Forward Fund		80,000.00
8300 Real Estate Acquisitions		
8400 Foundry Reserve Funds		2,040,000.00
Total 8000 Redevelopment Investments	\$ -	\$ 2,370,000.00
Total Expenses	\$ 126,880.77	\$ 3,670,800.00
Net Operating Income	\$ 36,018.64	\$ (3,320,132.00)
Net Income	\$ 36,018.64	\$ (3,320,132.00)

Cambridge Redevelopment Authority Budget vs. Actuals January - February 2016



Total Expenses by Project



RFP

3rd & Binney Food Truck Request for Proposals 2016 Season

SUMMARY

Kendall Square and the MIT campus were early locations for food truck operations in Cambridge, years ahead of the explosion in food truck offerings in American cities, as the previously industrial end of campus lacked significant retail opportunities in the 80s, 90s and early 2000's. Now in the 21st century, Kendall Square has evolved to become home to a wide variety of food options nourishing the dynamic innovation center in East Cambridge. The Cambridge Redevelopment Authority (CRA) is seeking to compliment this retail environment with temporary vending uses that will hopefully hint at future retail offerings at the same corner.

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 3rd & Binney Street**. Over the past decade it has been used by multiple local development and infrastructure projects for construction staging, including the Main Street reconstruction. The parcel of land will likely someday be incorporated into the broader redevelopment of the federal Volpe site. For now however, the CRA seeks to activate this vital corner of Kendall Square.

In May 2016, the CRA will undertake a series of interim improvements to the site to create seating areas, introduce plantings and build a special paved pad designed for two food trucks or other mobile food/beverage vendors. **The CRA is seeking food vendors for this parcel during lunch time weekdays (M-F) and possibly evenings and weekends during 2016 to round out the food offerings of Kendall Square as well as bring more life to that corner.** The site at 3rd & Binney is anticipated to become available by Monday June 6, 2016. Operators will apply to participate in the program, proposing a schedule and a fee to be paid to the CRA for the opportunity to operate on a specific day of the week for the entire season. Upon selection of the applicants, the CRA will offer a lease for the duration of the program based on a specific schedule assignment.

3RD & BINNEY INTERIM USE GOALS:

- To provide street life and usable civic space at the corner of 3rd & Binney,
- To enhance the retail and residential corridor of Third St.,
- To provide opportunities for entrepreneurs entering the retail or food industry, and
- To complement the diverse food offerings of Kendall.

LOCATION AND SCHEDULE

The CRA is offering space to operate food trucks on an asphalt pad at the CRA's 3rd and Binney parcel between **Monday June 6, 2016 and Friday October 14, 2016** between the hours of **7am and 9pm**. Food/beverage vendors will be bidding for days 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 from 11am-2:00pm, on each scheduled day**. Lunch time weekdays (M-F) is the period of highest potential 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.**

BASIC PROGRAM REQUIREMENTS

1. The mobile food/beverage service vehicle must be licensed to operate within the City of Cambridge by their start date at 3rd & 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, as the CRA property at 3rd & Binney does not have waste barrels.** Areas surrounding the mobile food vehicle must be kept free of litter.
3. At least 80% of food/beverage offerings by the vendor must be freshly prepared or prepared by the vendor, and *not* pre-packaged items. Healthy menu options are encouraged.

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 fee 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 and those who commit longer hours. RFP submissions will be judged by the CRA based on a combination of the following information:

- Days and times offered (note: 11am-2:00pm is required)
- Fee offered to CRA
- Price-point and nutritional value of food options
- Variety, quality and uniqueness of food/beverage offerings
- Complementarity of food and beverage types presented at same time/day with existing food providers in the area
- Submissions by applicants from Kendall Square / East Cambridge

After review of RFP responses, the CRA will issue schedule assignments. Vendors may accept or reject schedule assignments in whole or in part, but any specific rejected dates will be immediately made available to other vendors. 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, 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

Note: 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 3rd & 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.

Note: 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

Food truck vendors in the CRA's 3rd & Binney Food Truck Program will propose a per-day fee to be paid to the CRA in monthly installments. The per-day fee should be paid at least 7 business days before the vendor's first scheduled date for that month, and will be pre-paid based on the number of days scheduled for that month. After receiving all required City approvals as described previously, and paying the agreed upon fee to the CRA, vendors may begin operating for that calendar month. Monthly payment deadlines are as follows:

1. For scheduled days in June: Payment due by May 23, 2016
2. For scheduled days in July: Payment due by June 22, 2016
3. For scheduled days in August: Payment due July 21, 2016
4. For scheduled days in September: Payment due August 23, 2016
5. For scheduled days in October: Payment due September 22, 2016

Food/beverage vendors pre-pay in order to reserve days on the schedule during the following month. Vendors may decide at any point 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, or for any other reason if it is determined to be in the best interest of the City.

If a vendor's participation in the program is cancelled, that vendor's space is forfeited and another approved vendor may take the space.

RFP TIMELINE

March 3, 2016:	RFP emailed out and posted on the CRA website
March 15, 2016 4-5PM:	Site visit and meeting (optional) at 3 rd & Binney <i>(please email eshore@cambridgeredevelopment.org to sign up for this tour)</i>
March 22, 2016 3pm:	Any clarifying RFP questions due via email <i>(please email to jzogg@cambridgeredevelopment.org)</i>
March 25, 2016:	Answers posted on CRA website and emailed to interested parties CRA website: www.cambridgeredevelopment.org
March 29, 2016 11:59pm:	RFP submissions due online or on paper
March 29, 2016 – April 8 2016:	Proposal evaluations
April 8, 2016:	Notifications to vendors
After April 8, 2016:	Applications will be accepted and reviewed on a rolling basis, but participation will depend on what spaces if any remain available
June 6, 2016:	Anticipated start date for new food trucks / mobile vendors to begin operations at the new 3 rd & Binney

APPLICATION FORM

3rd & 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 - 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 filled out 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 3rd & Binney Street? Yes / No

PREFERRED SCHEDULE & FINANCIAL OFFER

Indicate which weekdays (M, T, W, Th, F) you would like to operate on CRA property at 3rd & Binney Street beginning no earlier than Monday June 6, 2016 through October 14, 2016:

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 present at minimum from 11am-2:00pm):

Are there any specific dates (mm/dd) 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:

Are you interested in operating on weekends, if so, which weekends. *(Note: there will be no additional fee):*

Proposed per-day weekday (M-F) fee to be collected in monthly installments by the CRA 7 business days prior to the start of each calendar month:

FOOD VENDING CONCEPT AND MENU (<300 WORDS)

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

- Both the basics of your menu and what makes your menu unique.
- Describe what a typical customer spends on lunch at your food truck, 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 (<400 WORDS)

Describe the customer experience. Please include at least following information:

- How does a customer interact with your food truck?
- How do they find out about where you are and what is on the menu today?
- What social media do you utilize if any?
- Does the customer order through a dedicated order-taking-person interacting with customers on the ground, or are orders taken on the truck?
- How are orders taken (on an electronic device or via paper)?
- Is there a sandwich board menu or paper menus to pass out in the line?
- Is there an option to order ahead of time online?
- Do you take credit cards or cash only?

OPERATIONS PLAN (<1000 WORDS)

Describe your operations. Please include at least the following information and attach a separate sheet if necessary:

- Size and layout of your vehicle
- Whether a generator is integrated into the truck or separate
- How far and where you will be driving in from to come to Kendall Square
- Where and when you prepare the food (mostly offsite, partially on-truck) (day-of, day-before)
- Whether you have a trash can and how you intend to carry out yours *and* customer's trash, which is required
- Whether setup space is necessary outside your truck (awning, table, drink station, etc)
- Whether or not your food truck has music
- How many employees you have on any given day for one food truck
- Whether you vary the amount of food on the truck depending on anticipated demand and how you determine that
- How you typically operate in inclement weather

(Please note that electricity is not available on this parcel of land at the moment and is unlikely to be available in 2016. The CRA reserves the right to make minor modifications to your operations plan if necessary.)

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

Name: _____

Phone: _____

Address: _____

APPLICANT'S SIGNATURE & ACKNOWLEDGEMENTS

By signing below, you indicate that you have reviewed the requirements of the CRA 3rd & 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

My food truck is currently permitted in the City of Cambridge for food vending

Correct / Incorrect

If not, my applications are currently under review by City of Cambridge

Correct / Incorrect / n/a

I have no outstanding violations with City of Cambridge Licensing Board

Correct / Incorrect

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

Correct / Incorrect

Permission to operate in the CRA 3rd & 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

Yes / No

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.

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 3rd & Binney on CRA property only. This application is for the 2016 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

Please mark what permits you have for 2016 as of the completion date of this form:

Permit/License	Received	Not Yet Received
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.)		

Signature:

Date:

Fill out this application online at www.cambridgeredevelopment.org or submit a paper application by scanning and e-mailing to jzogg@cambridgeredevelopment.org or mailing to c/o Jason Zogg, Cambridge Redevelopment Authority, 255 Main Street, 4th Floor, Cambridge, MA 02142. Applications will be accepted online or on paper until Tuesday March 29, 2016, 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): _____

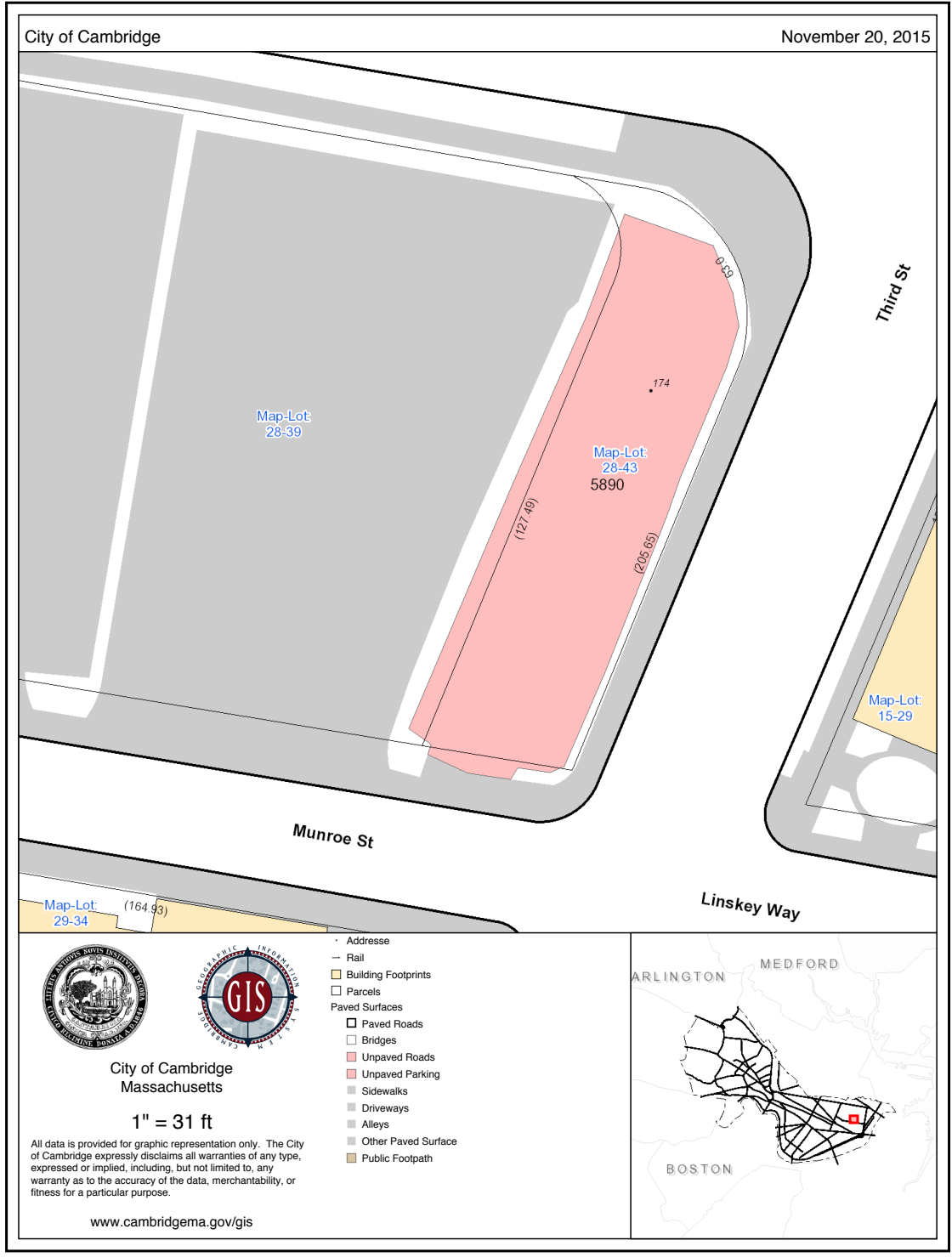
Title: _____

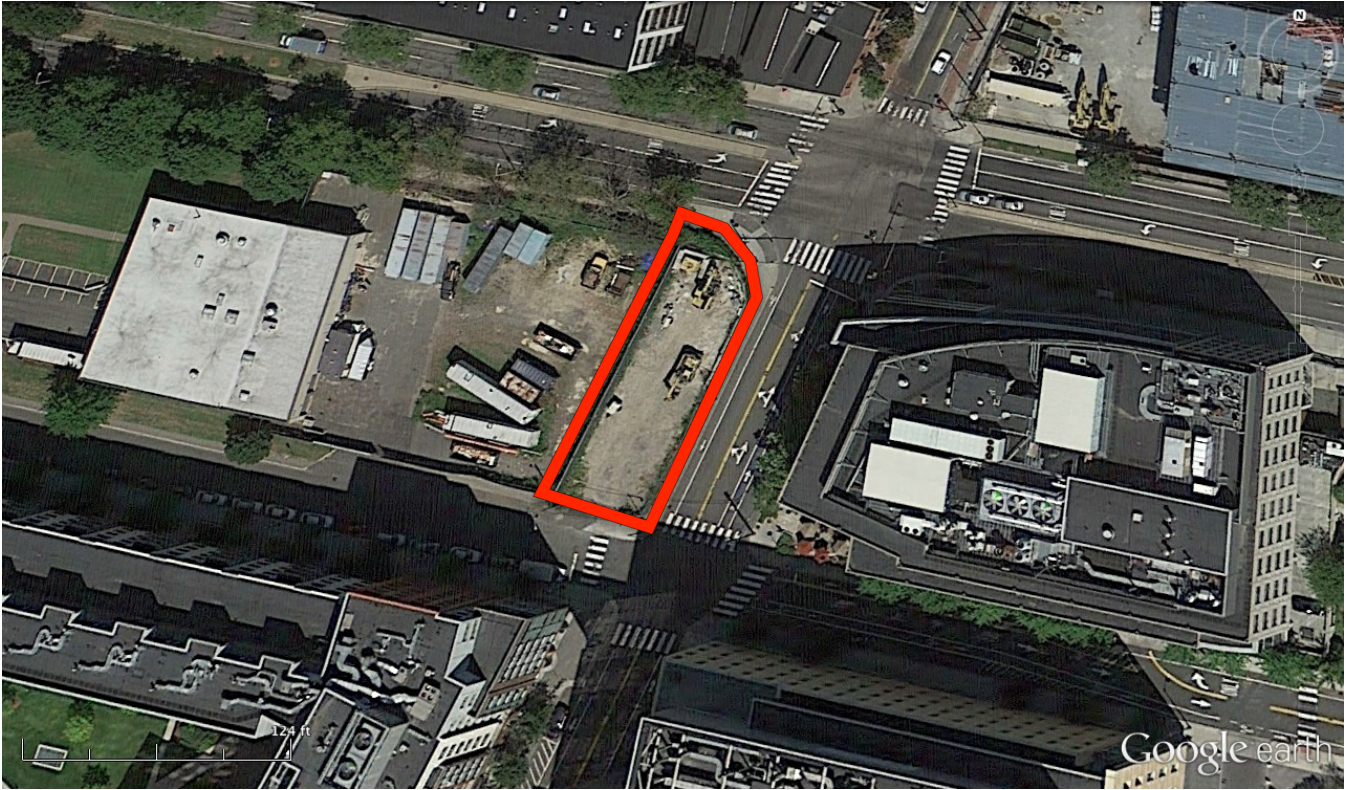
Date: _____



ATTACHMENTS:

Site Map, Photos and Plans





NOTE: Lot at corner of 3rd & Binney St



NOTE: lot to become a temporary public space 5/2016

Memorandum

Date: March 14, 2016

RE: CRA Kendall Square Implementation Plan Outreach Program – Outline

To: CRA Board

From: Tom Evans Executive Director

The memo is presented to update the CRA Board on the various platforms of community engagement we are utilizing, and to initiate a thoughtful conversation on the effectiveness of these efforts and opportunities for improvement. One of the four operating principles from the 2014 CRA Strategic Plan was to “Operate with Transparency: Be visible and foster face-to-face relationships and a forum for discussing ideas.” Through the Strategic Planning process, the CRA utilized various forms of outreach from traditional meetings to experimental online tools. The Plan’s section on Outreach and Learning intended to build on the engagement and research that went into the Strategic Planning process and ensure that the work of the CRA is consistently reviewable by the public and informed by community engagement.

In reviewing our strategies and tools for public engagement, I recognize that there are varying degrees of outreach and interaction available for every outreach tool. Thus, our outreach strategy must remain diverse to allow various opportunities for engagement and to find meaningful venues for public input into the CRA’s programs.

Reach: Web – Social Media – Public Meetings – Special Events – Private Meetings

Accessibility: General Public – Subscriptions – Stakeholder Groups – Staff – Individuals

Depth: Background Information – Surveys – Discussion – Conversation

The most current and widely accessible source of information about the CRA and the Kendall Square Urban Renewal Plan (KSURP) is our web presence; both the CRA website and the KSURP coUrbanize site where we often learn the most from individual stakeholder conversations. Building upon the CRA work to amend-the KSURP in 2015, we are evaluating opportunities to expand both the Reach and Accessibility of our outreach work and to provide the appropriate level of Depth for each audience type.

Below are the efforts utilized over the past year, or currently under discussion and development by staff. Many of the efforts listed include statistics about their utilization. Using this list, we plan to expand the outreach effort and track the effectiveness of each effort.

Internet Presence

- Website (9,201 visits over the past year, audience size of 6,185 users)
- coUrbanize (4,774 site visits, 235 comments, 230 followers)
- Constant Contact List Serve (784 subscribers)
- Twitter (784 followers)
- Other Social Media under development (Facebook, Instagram)
- Interactive Mapping (CartoDB, Yonward)

CRA Publications

- Technical Documents (KSURP, Environmental Impact Report, Traffic Report)
- Implementation Plan
- Summary Outreach Materials
- Surveys (CDD 2011 – 640 surveys completed)

Planning Events

- Poster Campaign (147 text comments)
- CRA Meetings (Average meeting attendees sign-in in 2015 = 5.3)
- Public Hearings (Eight held for KSURP Amendment)
- Workshops (2015 Forum 40 attendees, 95 initiatives proposed)
- Special Events – (2015 PARKing Day, Farmers Market, KSA Lunch and Learn)
(Future options – HUBweek)

Stakeholder Meetings

- Neighborhood Groups – ECPT, Area Four / Port Coalition, Kendall Square Residence Alliance (future: A Better Cambridge, Cambridge Residence Alliance)
- Business Associations – Kendal Square Association, East Cambridge Business Association, Chamber of Commerce
- Governmental Coordination – City Of Cambridge, Department of Housing and Community Development, Metropolitan Area Planning Council, Boston Redevelopment Authority

Press / Media Relations

- Press Releases
- Staff Interviews with media
- Media Clippings Library

Memberships

- Kendall Square Association
- Central Square Association
- Cambridge Chamber of Commerce
- Urban Land Institute
- Massachusetts Chapter National Association of Housing & Redevelopment Officials