

CITY OF CAMBRIDGE
CAMBRIDGE, MASSACHUSETTS 02139

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EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

RICHARD C. ROSSI
Deputy City Manager

February 27, 1995

To The Honorable, The City Council:

Attached for you information is a draft of the Amendment to the Memorandum of Understanding of the City, the Cambridge Hospital and the Mid-Cambridge Neighborhood Association. The proposed Amendment is the product of extensive negotiations between the parties.

Very truly yours,

Robert W. Healy
City Manager

AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
OF THE CITY OF CAMBRIDGE, THE CAMBRIDGE
HOSPITAL, AND THE MID-CAMBRIDGE
NEIGHBORHOOD ASSOCIATION
_____, 1995

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1.0 INTRODUCTION

1.1 Parties

This document is the first amendment to the Memorandum of Understanding ("MOU"), dated May 14, 1993, of the City of Cambridge (the "City"), The Cambridge Hospital (the "Hospital"), and the Mid-Cambridge Neighborhood Association (the "MCNA"). Terms used in this Amendment which are not defined herein shall have the meanings given in the MOU.

1.2 Reasons for Amendment

A. Background - On May 14, 1993, the parties executed the MOU regarding issues of concern and agreed to work together, as set forth in the MOU, to develop a mutually acceptable Project, which is described in the Facilities Master Plan dated March 15, 1994 (the "Facilities Master Plan"). This Amendment represents a further development of the MOU to reflect discussions among the parties since the time of execution of the MOU in response to the actions described in Sections B and C below, and, in particular, to reflect the Hospital's agreement to limit the size of the Project and further expansion of the Project site in consideration for MCNA's acceptance of the expansion of the Project site to include the three parcels described in Section B hereof. Nothing herein shall constitute MCNA's endorsement of the Project or a limitation upon MCNA's right to review the Project under the terms of the MOU.

B. Project Site

Since the MOU execution on May 14, 1993, the Project site has been expanded to include the following three parcels:

- 1) A 3,690 square foot parcel and residence at 10 Camelia Avenue which was purchased by the Hospital on or about July 1, 1994 from Karl and Susan Frieden. The purchase was approved by the Cambridge City Council on June 27, 1994.
- 2) A 3,200 square foot parcel consisting of that portion of Camelia Street in front of 8 and 10 Camelia Street that was discontinued as a public way by the City Council on June 27, 1994, and transferred to the Hospital on or about July 1, 1994. The discontinuance of the street was opposed by the MCNA.
- 3) A 2,870 square foot parcel and residence at 8 Camelia Avenue which was purchased by the Hospital on or about January 1992 from Steven Hyman and Barbara Bierer. The inclusion of this parcel in the Project site was made possible by the acquisition of the properties listed in Sections B.1

and B.2 above since this parcel was not previously contiguous to the Project site.

A plan showing the additions to the Project site is attached as Exhibit A.

C. Further Issues - This Amendment is intended to address several issues left open in the MOU concerning (a) future Hospital expansion in Mid-Cambridge, (b) the size of the Project site, and (c) the maximum size of the Project.

2.0 Term of the MOU

The MOU shall expire on December 31, 2044. Not less than ten years before the end of the term of the MOU, the parties will begin discussions of the terms upon which the MOU may be extended, using the CAC model described in Section 6 of the MOU, which includes joint chairmanship by the MCNA and the Hospital, and joint decision-making by which equal weight is given to the views of both the MCNA and the Hospital. It is the intention of the parties that the MOU be extended on mutually acceptable terms prior to the expiration of the MOU.

3.0 Issuance of Planning Statement

In acknowledgement of the Project's impacts on residents of the affected neighborhoods of Cambridge and Somerville, including those who have not formally participated in the process described in the MOU, the Hospital agrees to abide by the terms of the Planning Statement, attached hereto as Exhibit B and incorporated herein by reference (the "Planning Statement"), and to issue the Planning Statement so as to publicize it to employees, patients and visitors to the Hospital and residents of the surrounding area.

Executed this _____ day of _____, 1995.

For the City of Cambridge

Robert W. Healy, City Manager

For The Cambridge Hospital

John G. O'Brien, Chief Executive Officer

For The Mid-Cambridge Neighborhood Association

John Pitkin

- Exhibit A - Additions to Project Site; Property Owned or Occupied by Hospital
- Exhibit B - Planning Statement
- Exhibit C - Mid-Cambridge Neighborhood
- Exhibit D - Exclusion Zone
- Exhibit E - Area for Downzoning
- Exhibit F - Inman Square

EXHIBIT A

Additions to Project Site

**PARKING LOT BETWEEN
CAMBRIDGE AND LINE
STREETS
(occupied)**

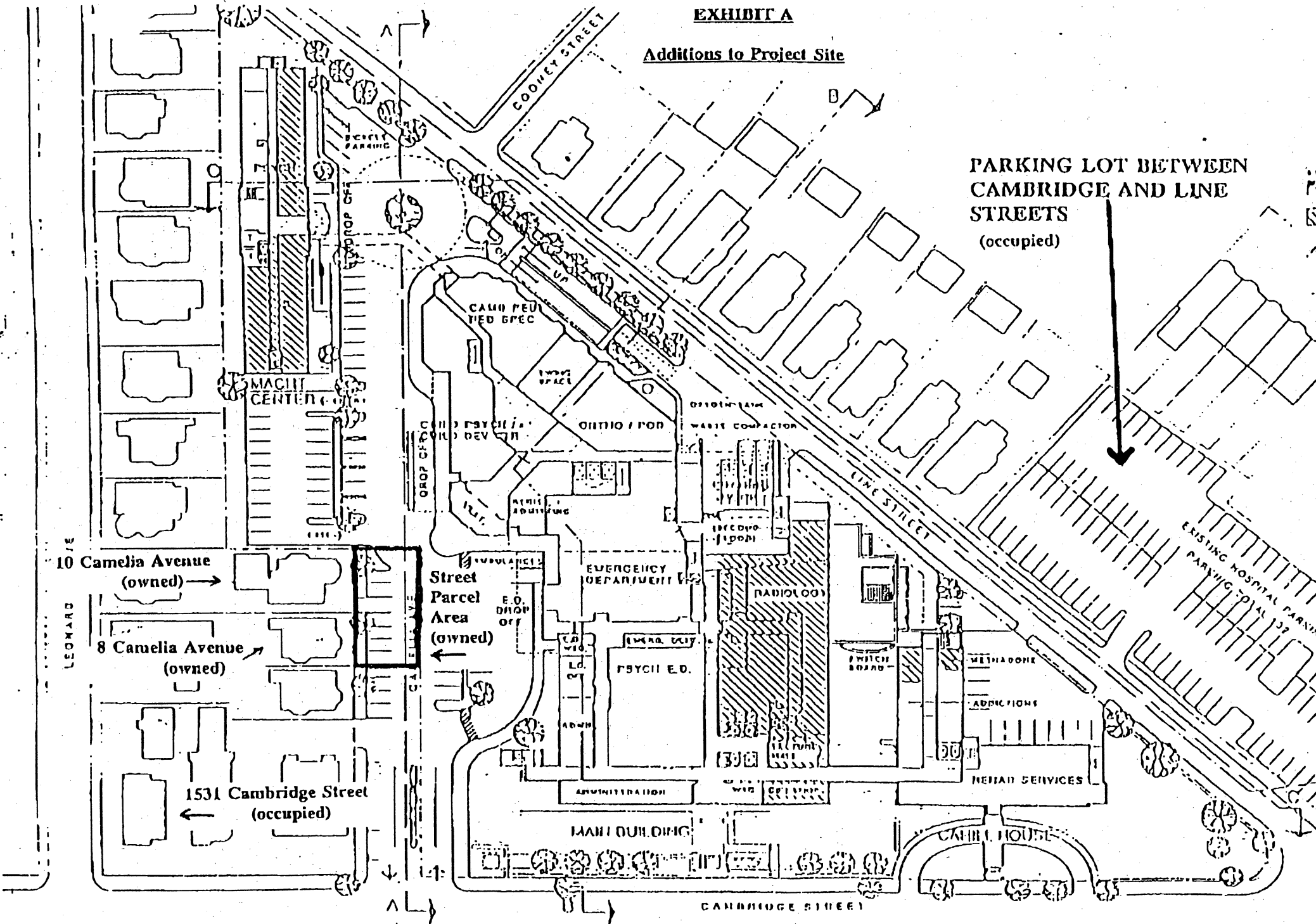


EXHIBIT B

Planning Statement

To preserve and respect the residential character of the neighborhood, subject to applicable laws, the Hospital will:

1.0 SIZE OF PROJECT

1.1 During the term of the MOU, not allow the gross floor area for the Project to exceed 322,266 gross square feet, as calculated according to the City of Cambridge Zoning Ordinance in effect on May 1, 1994, the date on which the Hospital's zoning analysis for the Project is based (the "Zoning Ordinance"), subject to subparagraph 2.1 below.

2.0 DESIGN REQUIREMENTS

2.1 Design the Project with a maximum gross floor area not to exceed 322,266 gross square feet, as calculated in the manner set forth in Section 1.1 above. Notwithstanding Section 3.6.c of the MOU, the Hospital agrees not to seek zoning relief from the provisions of the Zoning Ordinance which would have the effect of increasing the FAR applicable to the Project site to more than 1.75 during the term of the MOU.

2.2 Design the Project to provide for its own particular technical requirements without consideration for any future expansion that would increase the gross square footage of the Project. Included within this design restriction are: the foundations, footings, below-grade columns, foundation walls, superstructure walls, floors, columns, wind-bracing systems, heating, cooling and duct work systems, plumbing, gas, fire protection systems, elevators and electrical systems. Future renovations, replacement and system upgrades shall respect the gross square foot limitation noted in Section 1.1 above.

2.3 Require the Project architect and the responsible engineers for the applicable engineering disciplines to verify that the design of the elements of the building described in Sections 2.1 and 2.2, above, complies with the design standards imposed by Sections 2.1 and 2.2. If requested by MCNA, the Hospital will furnish MCNA supporting audit documentation for its review and validation.

3.0 STRATEGIC PLANNING

3.1 In developing its strategic plans, consider its current and future operations and its growth and contraction needs as required by demographics, health care developments, health care insurance and all regulatory requirements of federal, state, local and other governmental authorities.

3.2 Meet any future new construction needs of the Hospital outside of the vicinity of the Hospital's Mid-Cambridge neighborhood area (as shown on Exhibit C, attached).

3.3 Consistently with its strategic plans, develop a master plan for its facilities in Mid-Cambridge that addresses both Hospital and neighborhood concerns in a manner that is consistent with the MOU and the Zoning Ordinance.

4.0 PLANS TO PRESERVE THE RESIDENTIAL CHARACTER OF THE NEIGHBORHOOD

4.1 Not to buy, acquire by lease or otherwise acquire, in any way, any real property within the Exclusion Zone (shown on Exhibit D, attached), other than the real property identified on Exhibit A, which is currently owned or occupied by the Hospital.

4.2 Not to buy, acquire by lease or otherwise acquire in any way, any real property that is currently in use for residential purposes in the Mid-Cambridge neighborhood (identified on Exhibit C, attached), for use by the Hospital for its institutional purposes other than the real property identified on Exhibit A, which is currently owned or occupied by the Hospital.

4.3 Support the downzoning of an area on the north side of Cambridge Street between the Hospital and Youville Hospital (identified on Exhibit E, attached) from C-2 to C-1, to preserve its residential character.

4.4 Not to convert from administrative to clinical use the space presently leased by the Hospital in the building located at 1531 Cambridge Street (identified on Exhibit A and located in the area referred to in paragraph 4.3 above).

4.5 Include in the Hospital's strategic plan a requirement that commercial property in the Inman Square area (identified on Exhibit F, attached) leased, owned or acquired by the Hospital be used in a manner consistent with the recommendations put forth in 1994 by the Task Force for the Future of Inman Square, including but not limited to the following: on-site parking should be located behind buildings, and ground floor space should be used for active retail purposes.

4.6 Meet the Hospital's currently projected need for 50,000 square feet of space, in addition to the Project, outside of the Mid-Cambridge neighborhood area as shown on Exhibit C attached. Such additional 50,000 square feet, which shall consist of space either newly constructed by the Hospital or existing and purchased, leased or otherwise acquired by the Hospital, is currently planned to be used for hospital-related functions such as fiscal and other administrative services, psychiatry administration, outpatient psychiatry services and geriatric services. Off-site bulk storage facilities that are not part of the 50,000 square feet of this

administrative and clinical space will also be located outside of the Mid-Cambridge neighborhood area.

4.7 Preserve the residential buildings located at 8 and 10 Camelia Avenue, which are owned by the Hospital (identified on Exhibit A, attached), by not significantly altering the exterior of these buildings, with the exception of the least intrusive alterations that are practicable given the requirements of applicable laws such as The Americans with Disabilities Act, and any reconstruction resulting from a fire or other casualty.

4.8 Not to build any building on the parking lot currently located on the corner of Line and Cambridge Street (identified on Exhibit G, attached). This restriction shall not include improvements in landscaping, paving, lights, screening, fencing, gates, and toll booths associated with its current use as a parking lot.

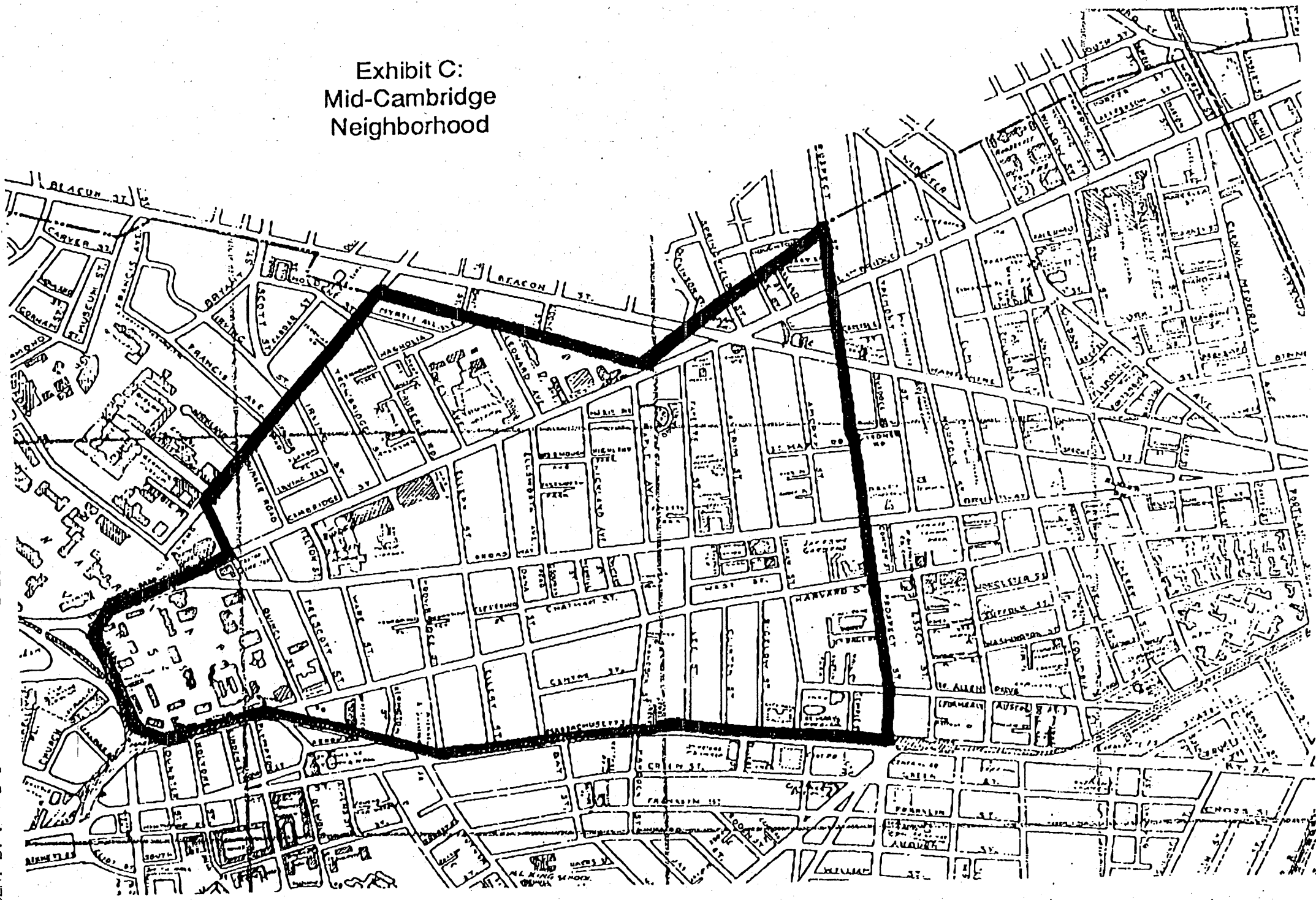
5.0 RESTRICTIVE COVENANTS

5.1 Execute a restrictive covenant of even date with this Amendment, binding the Hospital and its successors and assigns to the design standards of Sections 1.1, 2.1, 2.2 and 2.3, above.

5.2 Execute a restrictive covenant of even date with this Amendment, binding the Hospital and its successors and assigns to the restrictions imposed by Sections 4.7 and 4.8, above.

5.3 Execute a restrictive covenant of even date with this Amendment which the Hospital agrees, in the event of a sale of all or any part of the Hospital's Mid-Cambridge campus to any public or private entity, will be included in any instrument of transfer to such entity and will run with the land and bind successors and assigns to comply, in all material respects, with the provisions of this Amendment.

Exhibit C: Mid-Cambridge Neighborhood



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Exhibit D:
Exclusion Zone

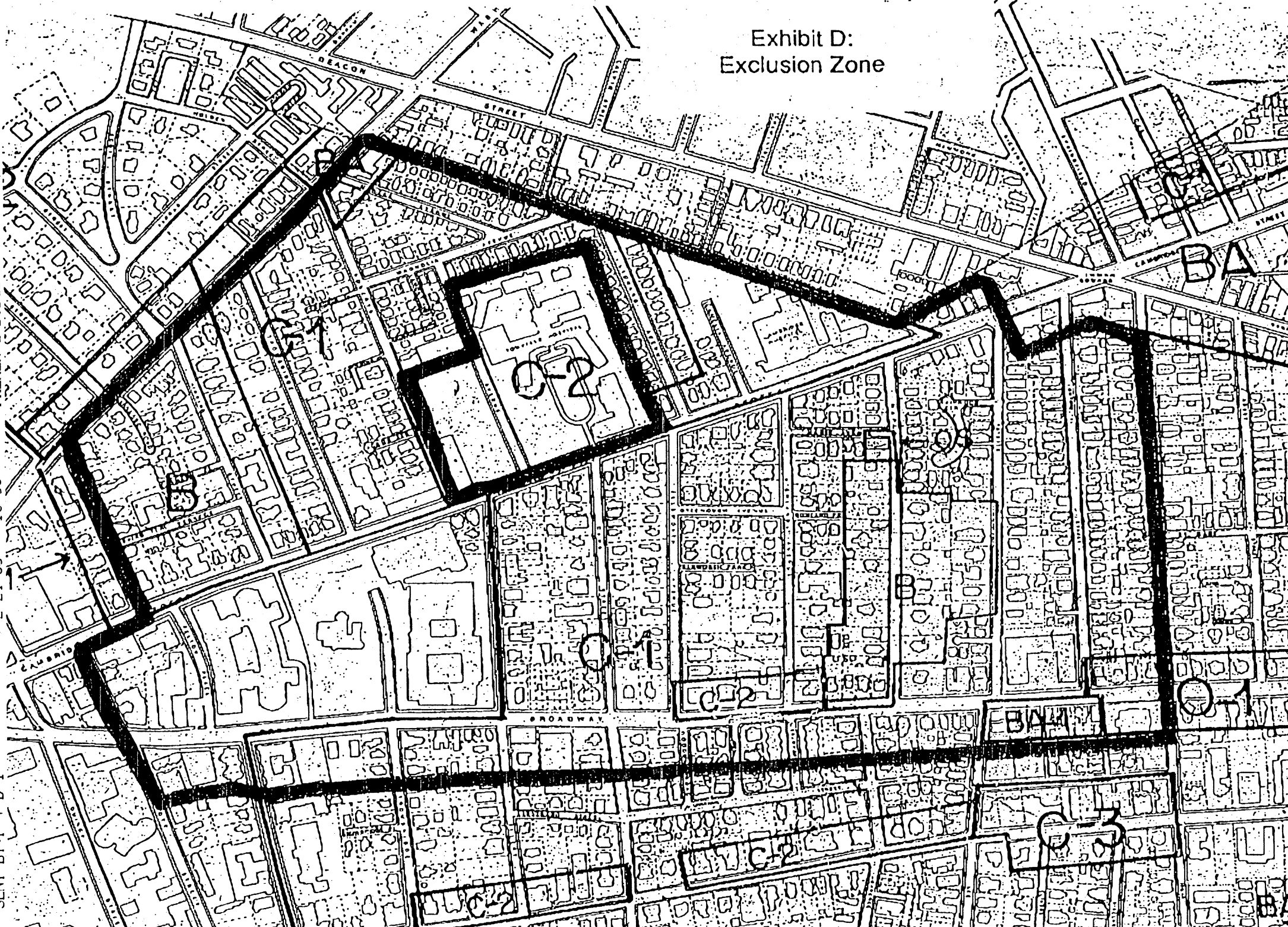


Exhibit E:
Area for Downzoning

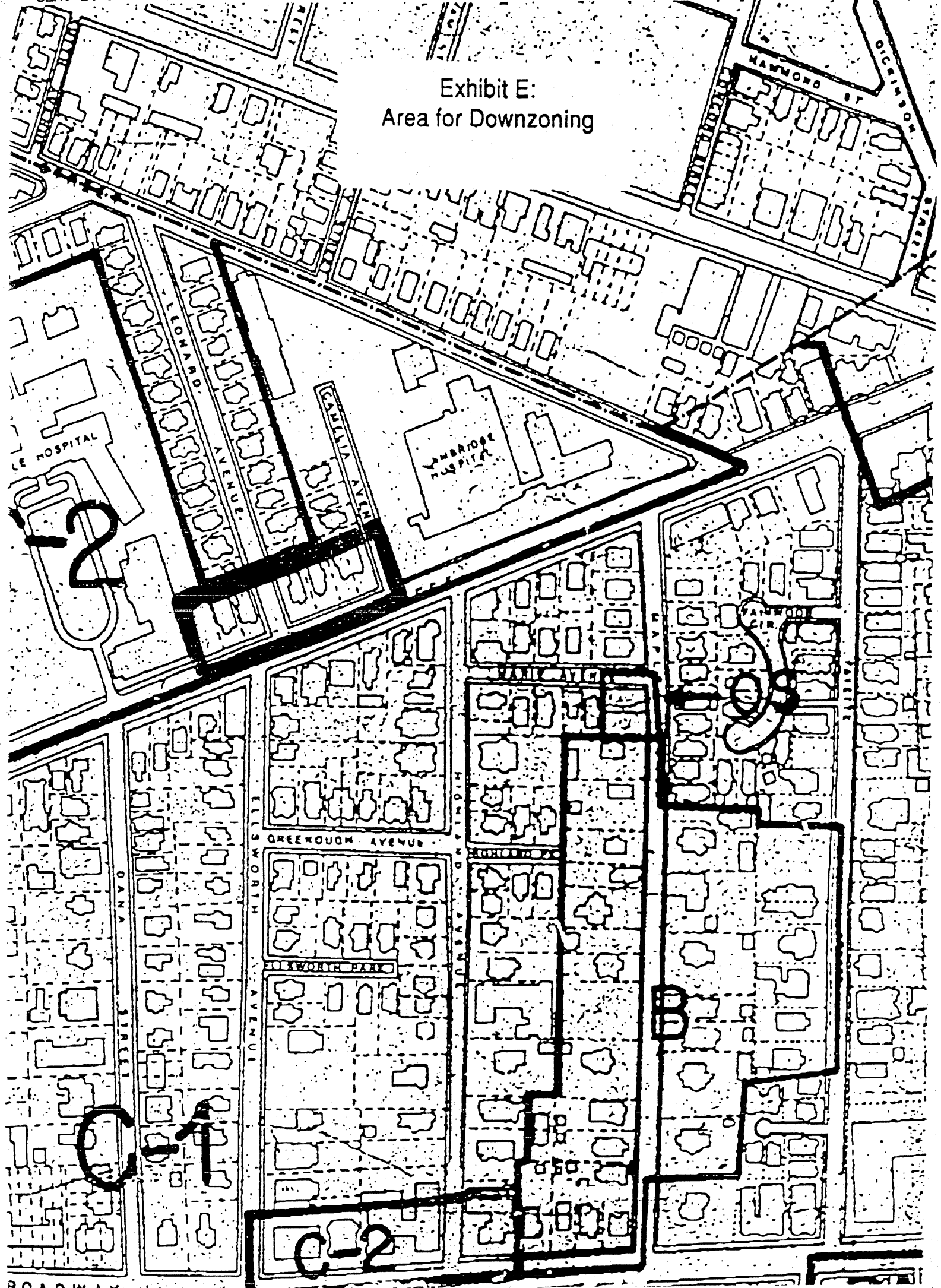
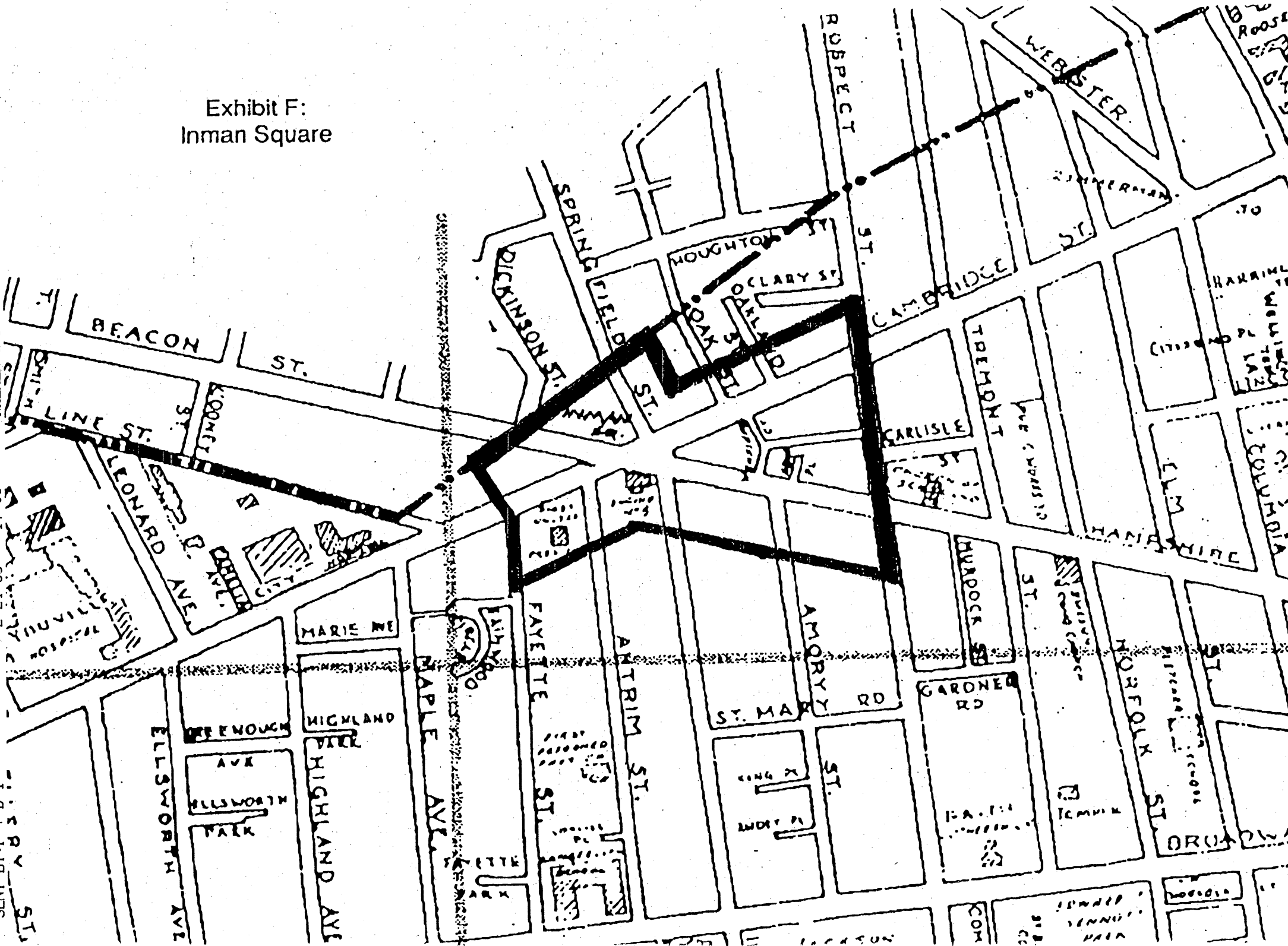


Exhibit F: Inman Square



DECLARATION OF
DESIGN STANDARD
AND RESTRICTIONS

The City of Cambridge, acting by and through The Cambridge Hospital having an address at 1493 Cambridge Street, Cambridge, Massachusetts 02138 (the "Hospital"), the owner of certain real property with the buildings and improvements thereon, more particularly described on Exhibit 1, attached hereto (collectively, the "Hospital Campus"), for consideration paid, hereby subjects the Hospital Campus or portions of the Hospital Campus, as applicable, to the following design standards and restrictions for the benefit of the Mid-Cambridge Neighborhood Association, an unincorporated voluntary organization, with an address at P.O. Box 907, Cambridge, Massachusetts 02138 (the "MCNA").

1. The Hospital proposes to construct on the Hospital Campus an addition to, and expansion of, its current Hospital facilities, which is more particularly described on Exhibit 2, attached hereto (the "Project"). The Hospital hereby agrees that the Hospital will:

a. During the term of the Memorandum of Understanding dated May 14, 1993 (the "MOU"), as amended by an amendment dated _____, 1995 (the "Amendment"), not allow the gross floor area for the Project to exceed 322,266 gross square feet, as calculated according to the City of Cambridge Zoning Ordinance in effect on May 1, 1994, the date on which the Hospital's zoning analysis for the Project is based (the "Zoning Ordinance"), subject to subparagraph 1.b. below.

b. Design the Project with a maximum gross floor area not to exceed 322,266 gross square feet, as calculated in the manner set forth in Paragraph 1.a above. Notwithstanding Section 3.6.c. of the MOU, the Hospital agrees not to seek zoning relief from the provisions of the Zoning Ordinance which would have the effect of increasing the FAR applicable to the Project site to more than 1.75 during the term of the MOU.

c. Design the Project to provide for its own particular technical requirements, without consideration for future expansion that would increase the gross square footage of the Project. Included within this design restriction are: the foundations, footings, below grade columns, foundation walls, superstructure walls, floors, columns, wind-bracing systems, heating, cooling and duct work systems, plumbing, gas, fire protection systems, elevators and electrical systems. Future renovations, replacements and system upgrades shall respect the gross square foot limitation noted in subparagraph a. above.

d. Require the Project architect and the responsible engineers for the applicable engineering disciplines to verify that the design of the elements of the building described in paragraphs a. and b., above, complies with the design standards imposed by paragraphs a. and b. If requested by

MCNA, the Hospital will furnish MCNA supporting audit documentation for its review and validation.

2. In order to preserve the residential character of the neighborhood surrounding the Hospital Campus, the Hospital agrees with respect to 8 and 10 Camelia Avenue and the Street Parcel Area, identified on Exhibit 1, that the Hospital will:

a. Preserve the residential buildings located at 8 and 10 Camelia Avenue, which are owned by the Hospital, by not significantly altering the exterior of these buildings, with the exception of the least intrusive alterations that are practicable given the requirements of applicable laws such as The Americans with Disabilities Act, and any reconstruction resulting from a fire or other casualty.

b. Not build any building on the parking lot currently located on the corner of Line and Cambridge Street (identified on Exhibit 3, attached). This restriction shall not include improvements in landscaping, paving, lights, screening, fencing, gates, and toll booths associated with its current use as a parking lot.

3. The Hospital has entered into the MOU and the Amendment concerning the development of the Project and future Hospital expansion in Mid-Cambridge. The Hospital agrees that the agreements and restrictions set forth in the Amendment shall be construed as running with the land and shall bind successors and assigns to comply, in all material respects, with the provisions of the Amendment. The Hospital further agrees that any instrument of transfer for all or any part of the Hospital Campus shall include a reference to the Amendment.

4. The design standards and restrictions imposed herein shall expire thirty (30) years from the date hereof, unless extended for a period of not more than twenty (20) years by notice of extension executed by the parties prior to the expiration of such thirty year period. The Hospital agrees, upon request of the MCNA to execute, deliver and record one such twenty year extension.

Executed this _____ day of _____, 1995.

For the City of Cambridge

Robert W. Healy, City Manager

For The Cambridge Hospital

John G. O'Brien, Chief Executive Officer

- Exhibit 1 - Description of Hospital Campus
- Exhibit 2 - Description of Project
- Exhibit 3 - Parking Lot Between Cambridge and Line Streets

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _____, 1995

Then personally appeared the above-named Robert W. Healy, City Manager of the City of Cambridge, and acknowledged the foregoing instrument to be the free act and deed of the City of Cambridge, before me,

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _____, 1995

Then personally appeared the above-named John G. O'Brien, _____ of The Cambridge Hospital, and acknowledged the foregoing instrument to be the free act and deed of The Cambridge Hospital, before me,

Notary Public
My commission expires:

Exhibit 1

Description of Hospital Campus

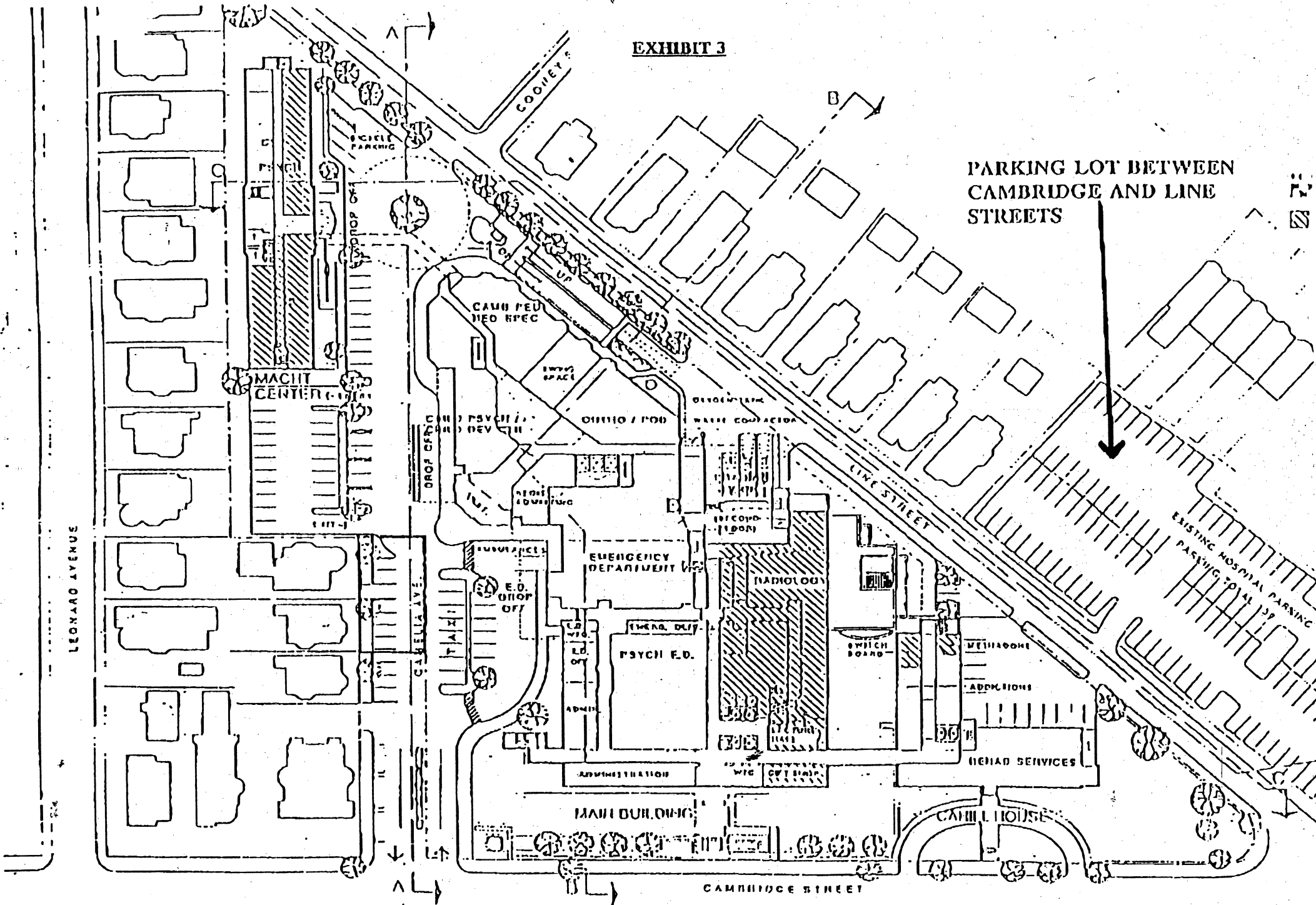
The Hospital Campus is on the northern edge of the City of Cambridge, on the Cambridge/Somerville line. The Hospital's main building and Macht Center are located on a 4.04 acre triangular parcel bound on its southern edge by Cambridge Street and its diagonal by Line Street. The western edge abuts the back of residential properties on Leonard Avenue. Part of the western edge of this parcel is also bound by Camelia Avenue, which serves as the access road from Cambridge Street for the Hospital and four residential properties. Two of these residential properties, 8 and 10 Camelia Avenue, are owned by the Hospital and are used for hospital-related functions. The lots on which these properties are located, as well as the discontinued portion of Camelia Avenue abutting 8 and 10 Camelia Avenue, are part of the Hospital's total lot area. The total existing gross floor area of the aforementioned buildings, as calculated according to the Zoning Ordinance of the City of Cambridge in effect as of September 13, 1993, is approximately 242,439 gross square feet.

Exhibit 2

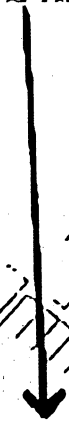
Description of Project

The Project is located on the Hospital Campus. It consists of the construction of a new ambulatory care building; underground parking for approximately 240 cars; a corner addition to the southeast portion of Cahill House, the Hospital's main building; and associated renovations to existing facilities. The gross floor area for the Project will not exceed 322,266 gross square feet, as calculated according to the Zoning Ordinance of the City of Cambridge in effect on May 1, 1994, the date on which the Hospital's zoning analysis for the Project is based.

EXHIBIT 3



**PARKING LOT BETWEEN
CAMBRIDGE AND LINE
STREETS**



EXISTING HOSPITAL PARKING
PARKING TOTAL 37

S-82