

# SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 16th day of November, 2000, with respect to the redevelopment and use of the land at 30 CambridgePark Drive.

## A. Parties

1. Abbott Investments, LLC, and Oaktree Green Development, LLC, Massachusetts limited liability companies, together the developers of 30 CambridgePark Drive, in a partnership called CambridgePark Place LLC (or "CambridgePark"), a 311-unit housing project, including 36 affordable units, retail space, and parking facilities, on real property located at 30 CambridgePark in Cambridge, Middlesex County, Massachusetts (the "Project").

2. The fourteen individuals (the "Appellants") identified on Exhibit A attached hereto, who filed an appeal of the Department of Environmental Protection (the "DEP") Superseding Order of Conditions, as detailed below in Sections B7 and B8.

3. The Association of Cambridge Neighborhoods (the "ACN"), a non-profit 501(c)3 organization comprised of members from neighborhood and community groups and associations; only in its capacity as an administrator for the settlement funds, as detailed below in Sections C2(a) and C2(b). A joinder to this effect has been added to this Settlement Agreement.

## B. Background

1. CambridgePark desires to develop a 311-unit housing project, including 36 affordable housing units, on real property located at 30 CambridgePark Drive in Cambridge, Middlesex County, Massachusetts; and

2. On or about September 7, 1999, CambridgePark filed with the Cambridge Planning Board ("Planning Board") an application for a Multi-Family Special Permit (Case No. PB#154) in connection with the Project, and on or about December 21, 1999, the Planning Board granted said permit; and

3. On or about September 7, 1999, CambridgePark filed with the Cambridge Planning Board an application for an IPOP Special Permit (Case No. PB#154) in connection with the Project, and on or about November 9, 1999, the Planning Board granted said permit; and

4. On or about September 7, 1999, CambridgePark filed with the Cambridge Planning Board an application for a Flood Plain Special Permit (Case No.

PB#154) in connection with the Project, on or about May 2, 2000, the Planning Board granted said permit; and

5. On or about September 7, 1999, CambridgePark filed with the Cambridge Conservation Commission (the "Commission") and the Massachusetts DEP, a Notice of Intent (the "Notice") pursuant to M.G.L. c. 131 § 40 in connection with the Project, and on April 18, 2000 the Commission issued a WPA Form 5 – Order of Conditions (the "Order of Conditions") with respect to the Project authorizing construction of the Project subject to the conditions set forth therein; and

6. On May 2, 2000 an appeal of the Order of Conditions with the DEP (the "First Appeal") was filed; and

7. On or about August 30, 2000 the DEP issued a Superseding Order of Conditions with respect to the Project (the "Superseding Order of Conditions"); and

8. On or about September 14, 2000, the Appellants filed an appeal of the Superseding Order of Conditions in their Request for Departmental Action/Notice of Claim for an Adjudicatory Hearing (the "Second Appeal").

### C. Settlement

CambridgePark and the Appellants desire to settle and compromise their disputes. Therefore, in consideration of the mutual agreements contained in this Settlement Agreement, the parties agree as follows:

1. Following execution of this Settlement Agreement, the Appellants agree to:

(a) Dismiss with prejudice the Second Appeal, by filing through their counsel with the DEP a Stipulation of Dismissal, as attached hereto.

(b) Cooperate with CambridgePark to approach, in a timely manner, the Secretary of Transportation and the General Manager of the MBTA, to seek discounts for property owners and/or property management companies who purchase T-passes in bulk for their residential tenants, in a similar manner and amount as offered employers who purchase T-passes in bulk for their employees.

2. Following execution of this Settlement Agreement, CambridgePark agrees to:

(a) Deliver or have delivered to the ACN, within five (5) days of closing of CambridgePark's construction loan for the project, or within ninety (90) days of the date of this Agreement, whichever is sooner, the sum of One Hundred Thirty-Five Thousand Dollars (\$135,000.00) drawn on good funds, payable to ACN for the use of the Appellants as described below. The sums paid pursuant to this Section C2(a) shall be

applied unrestrictedly by the Appellants, so long as some component of each application and/or project or proposal relates to the protection and/or preservation of the Alewife Reservation and/or the Alewife area 100-year flood plain. Additionally, these funds may be used for expenses related to the Appellants' second appeal, including attorney's fees. ACN shall deliver to CambridgePark not later than January 31 in each of the next five years commencing January 31, 2001, a copy of ACN's check register accounting for all disbursements made of the funds paid by CambridgePark to ACN.

(b) Deliver or have delivered to the ACN, within five (5) days of closing of CambridgePark's construction loan for the Project, or within ninety (90) days of this Agreement, whichever is sooner, the sum of Sixty Thousand Dollars (\$60,000.00) drawn on good funds, payable to the ACN, for the use of the Appellants as described below. The sums paid pursuant to this Section C2(b) shall be applied unrestrictedly by the Appellants, so long as the funds are used to support affordable housing in Cambridge, as partial compensatory public benefit for development within the flood plain.

(c) Install not more than 325 parking spaces.

(d) Provide for the exclusive use of the tenants of the Project two (2) outdoor parking spaces for so-called "zip cars", and to increase this number of parking spaces so reserved to a maximum of five (5) outdoor parking spaces, should demand for "zip cars" merit such increase.

(e) Instruct its Property Management Company, after completion of the Project and issuance of a Certificate of Occupancy by the City of Cambridge, to coordinate with tenants of the Project who regularly commute to work using public transportation to purchase regularly on their behalf and for their benefit and convenience monthly T-passes. The cost of the T-passes so purchased shall be added to the respective tenants' monthly rent.

(f) Cooperate with the Appellants to approach, in a timely manner, the Secretary of Transportation and the General Manager of the MBTA, to seek discounts for property owners and/or property management companies who purchase T-passes in bulk for their residential tenants, in a similar manner and amount as offered employers who purchase T-passes in bulk for their employees.

#### **D. Procedural Matters**

1. Should any party to this Agreement violate the provisions of this Agreement, the party aggrieved by such action may notify such breaching party and all other parties in writing and, upon such notification, all parties shall within ten (10) days at a time and place specified in such notice meet and discuss such violation and work cooperatively to resolve their disputes. Notice to all parties shall be deemed effective when made in accordance with Section E below. If such negotiation does not resolve outstanding differences within thirty (30) days of such meeting and such breach remains uncured, any non-breaching party to this Agreement may notify the others in writing and,

if such notification is given, this Agreement shall terminate and be of no further force or effect.

2. At the request of CambridgePark, the Appellants shall provide CambridgePark, or such entity designated by it, with a certificate certifying as to the status of this Settlement Agreement and the compliance of CambridgePark to its terms specifying in detail any matters to which it believes CambridgePark is in default. The Appellants shall be estopped from alleging any default then exists which was not specified in such certificate.

3. This Agreement shall be binding upon the parties and their respective successors and assigns. In that regard, with respect to CambridgePark, it shall be deemed to run with the land.

4. Contemporaneously with the execution of this Settlement Agreement, CambridgePark shall record with the Administrative Law Department of the DEP a Memorandum of Agreement authorizing any five persons, each of whom is an Appellant as listed in Exhibit A, or their successors or assigns, together to enforce in Superior Court the terms of this Settlement Agreement and the conditions in the Special Permits and Superseding Order of Conditions listed in Section B.

#### E. Notices

1. Notices shall be given by certified mail, return receipt requested, and simultaneously by regular mail or delivery by a recognized courier service, and shall be deemed effective seven (7) days after dispatched.

2. Notices to CambridgePark shall be effective if sent to:

(a) James McAuliffe, Manager  
Abbott Investments, LLC  
264 Beacon Street – 2<sup>nd</sup> Floor  
Boston, Massachusetts 02116

(b) Gary M. Markoff, Esq.  
Sherin and Lodgen LLP  
100 Summer Street  
Boston, Massachusetts 02110

3. Notices to the other parties shall be effective if sent to:

(a) Appellants: To all fourteen individuals listed in Exhibit A attached hereto.

(b) Thomas Harrington, Esq.  
47 Winter Street – 7<sup>th</sup> Floor  
Boston, MA 02110

(c) Association of Cambridge Neighborhoods  
c/o John Moot, President  
44 Coolidge Hill Road  
Cambridge, MA 02138

EXECUTED as a sealed instrument

CambridgePark:

Abbott Investments, LLC

By: James McAuliffe  
James McAuliffe, Manager  
Duly Authorized

Oaktree Green Development, LLC

By: Gwendolen Noyes  
Gwendolen Noyes, Manager  
Duly Authorized

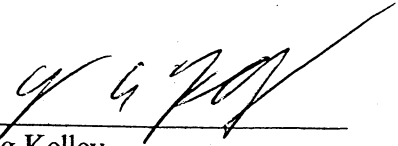
Appellants:

Michael Brandon  
Michael Brandon

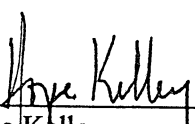
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Peter Cignetti

Richard Clarey  
Richard Clarey

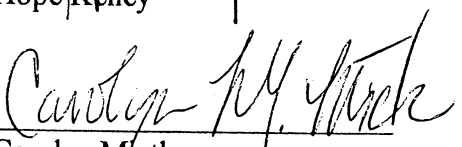
Stash Horowitz  
Stash Horowitz

  
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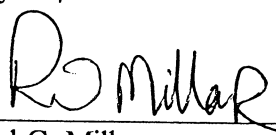
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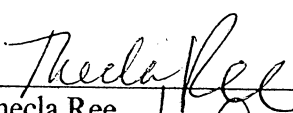
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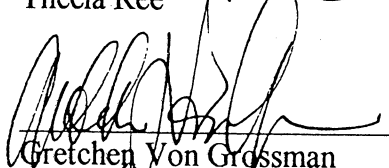
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\_\_\_\_\_

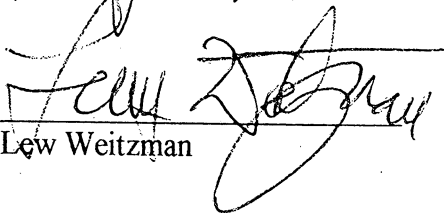
Ronald G. Millar

  
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Thecla Ree

  
\_\_\_\_\_

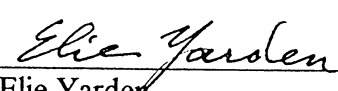
Gretchen Von Grossman

  
\_\_\_\_\_

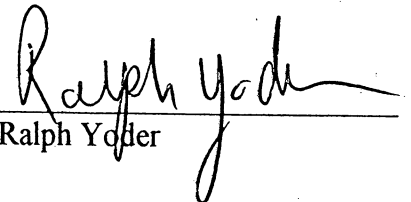
Lew Weitzman

  
\_\_\_\_\_

Nona Yarden

  
\_\_\_\_\_

Elie Yarden

  
\_\_\_\_\_

Ralph Yoder

EXHIBIT A

Mr. Michael Brandon  
27 Seven Pines Avenue  
Cambridge, MA 02140

Mr. Peter Cignetti  
5 Theriault Court  
Cambridge, MA 02140

Mr. Dick Clarey  
15 Brookford Street  
Cambridge, MA 02140

Mr. Stash Horowitz  
12 Florence Street  
Cambridge, MA 02139

Mr. Craig Kelley  
6 Saint Gerard Terrace  
Cambridge, MA 02140

Ms. Hope Kelley  
6 Saint Gerard Terrace  
Cambridge, MA 02140

Ms. Carolyn Mieth  
15 Brookford Street  
Cambridge, MA 02140

Mr. Ronald G. Millar  
31 Jackson Street  
Cambridge, MA 02140

Ms. Thecla Ree  
6B Russell Street  
Cambridge, MA 02140

Ms. Gretchen Von Grossman  
11 Jackson Street  
Cambridge, MA 02140

Mr. Lew Weitzman  
124 Montgomery Street  
Cambridge, MA 02140

Ms. Nona Yarden  
143 Pleasant Street #2A  
Cambridge, MA 02139

Mr. Elie Yarden  
143 Pleasant Street #2A  
Cambridge, MA 02140

Mr. Ralph Yoder  
364 Rindge Avenue, #17L  
Cambridge, MA 02140

JOINDER

The Association of Cambridge Neighborhoods ("ACN") joins in this Settlement Agreement solely for the purpose of agreeing with the provisions of Sections C 2(a) and C 2(b), and those provisions in which specific reference is made to ACN.

Association of Cambridge Neighborhoods

By: Stash Horowitz  
Stash Horowitz, Vice President  
Duly Authorized

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is given by CambridgePark Place LLC, a Massachusetts limited liability company ("CambridgePark") which is a partnership between Abbott Investments LLC, and Oaktree Green Development, LLC, Massachusetts limited liability companies, for the benefit of the fourteen Appellants listed in Exhibit A attached hereto ("Appellants").

### A. Background

1. CambridgePark is the lessee of a parcel of land at 30 CambridgePark Drive, Cambridge, and the developer of the housing units there.
2. CambridgePark has been granted an IPOP Special Permit, a Multi-Family Special Permit, and Flood Plain Special Permit from the Cambridge Planning Board on or about November 9, 1999, December 21, 1999 and May 2, 2000 respectively and a Superseding Order of Conditions by the DEP on August 30, 2000 which permit the construction of 311 housing units with 36 affordable units.
3. Appellants appealed the Superseding Order of Conditions to the DEP on September 14, 2000.
4. CambridgePark and the Appellants have agreed to compromise their disputes and entered into a Settlement Agreement dated November 16, 2000, a copy of which, with Joinder and Stipulation of Dismissal, is attached hereto as Exhibit B. One of the provisions of the Settlement Agreement is that CambridgePark grant and record this Memorandum of Agreement for the benefit of the Appellants.


### B. Memorandum of Agreement

1. CambridgePark acknowledges that the conditions and limitations enumerated in the above-mentioned Special Permits, Superseding Order of Conditions, and terms and agreements set forth in the Settlement Agreement are for the benefit of the Appellants, among others.
2. Should CambridgePark violate any of the conditions and limitations set forth in the Special Permits or the Superseding Order of Conditions, or should CambridgePark violate any of the provisions of the Settlement Agreement, then any five persons, each of whom is either an Appellant, or the successor or assign of an Appellant, may together enforce in Middlesex Superior Court in Cambridge against CambridgePark the terms of the Settlement Agreement or the conditions and limitations contained in the Special Permits or Superseding Order.

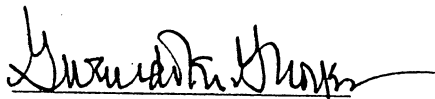
3. This Memorandum of Agreement shall be binding upon CambridgePark and its successors and assigns.

EXECUTED as a sealed instrument this 16<sup>th</sup> day of November, 2000.

By: Abbott Investments, LLC

  
Name: James McAuliffe  
Title: Partner

By: Oaktree Green Development, LLC

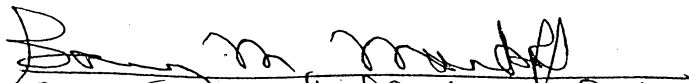
  
Name: Gwendolen Noyes  
Title: Partner

[NOTARIZATION OF SIGNATURES]

Suffolk, SS

November 17, 2000

Then personally appeared the above named James McAuliffe, Partner of Abbott Investments; and Gwendolen Noyes, Partner of Oaktree Green Development, LLC and acknowledged their foregoing signatures as their free act and deed and the free act and deed of their respective limited liability companies, before us.

  
Gary M. Markate, Notary Public  
My Commission Expires: 1-13-06

COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

\_\_\_\_\_  
In the Matter of )  
CambridgePark Place )

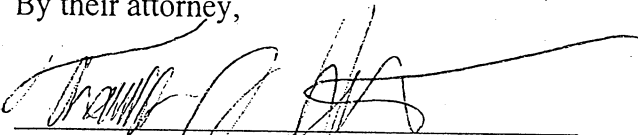
) Docket No. 2000-136  
) D.E.P. File No. 123-144  
)

**STIPULATION OF DISMISSAL**

It is hereby agreed and stipulated by and among the parties to this proceeding that this action be, and hereby is, dismissed with prejudice. Attached hereto as Exhibit I is a true and accurate copy of the Settlement Agreement, Joinder and Memorandum of Agreement, which form the basis of the parties' agreement to dismiss this action, and which incorporate the obligations and commitments of the parties.

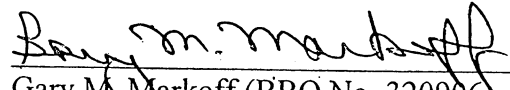
TEN CITIZENS/APPELLANTS

By their attorney,

  
\_\_\_\_\_  
Thomas J. Harrington (BBO No. 556741)  
PICKETT, MIYARES AND  
HARRINGTON  
47 Winter Street  
Boston, MA 02108  
(617) 426-8330

CAMBRIDGEPARK PLACE LLC

By its attorneys,

  
\_\_\_\_\_  
Gary M. Markoff (BBO No. 320906)  
James W. Matthews (BBO No. 560560)  
SHERIN AND LODGEN LLP  
100 Summer Street  
Boston, MA 02110  
(617) 646-2000

Dated: November 17, 2000.

## SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 16th day of November, 2000, with respect to the redevelopment and use of the land at 30 CambridgePark Drive.

### A. Parties

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2. The fourteen individuals (the "Appellants") identified on Exhibit A attached hereto, who filed an appeal of the Department of Environmental Protection (the "DEP") Superseding Order of Conditions, as detailed below in Sections B7 and B8.

3. The Association of Cambridge Neighborhoods (the "ACN"), a non-profit 501(c)3 organization comprised of members from neighborhood and community groups and associations; only in its capacity as an administrator for the settlement funds, as detailed below in Sections C2(a) and C2(b). A joinder to this effect has been added to this Settlement Agreement.

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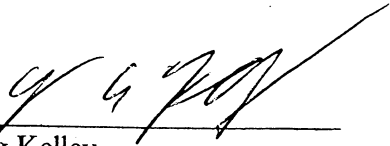
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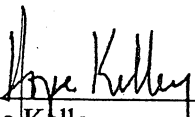
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Michael Brandon

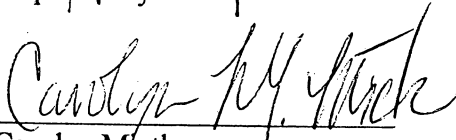
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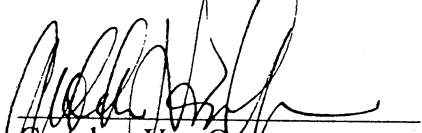
  
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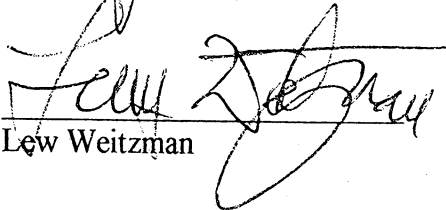
  
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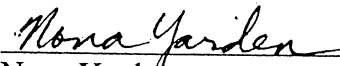
  
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Gretchen Von Grossman

  
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Lew Weitzman

  
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Nona Yarden

  
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Elie Yarden

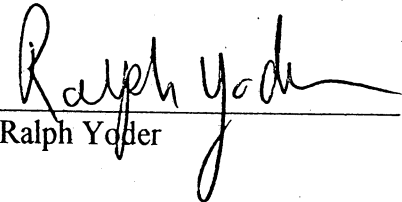
  
\_\_\_\_\_  
Ralph Yoder

EXHIBIT A

Mr. Michael Brandon  
27 Seven Pines Avenue  
Cambridge, MA 02140

Mr. Peter Cignetti  
5 Theriault Court  
Cambridge, MA 02140

Mr. Dick Clarey  
15 Brookford Street  
Cambridge, MA 02140

Mr. Stash Horowitz  
12 Florence Street  
Cambridge, MA 02139

Mr. Craig Kelley  
6 Saint Gerard Terrace  
Cambridge, MA 02140

Ms. Hope Kelley  
6 Saint Gerard Terrace  
Cambridge, MA 02140

Ms. Carolyn Mieth  
15 Brookford Street  
Cambridge, MA 02140

Mr. Ronald G. Millar  
31 Jackson Street  
Cambridge, MA 02140

Ms. Thecla Ree  
6B Russell Street  
Cambridge, MA 02140

Ms. Gretchen Von Grossman  
11 Jackson Street  
Cambridge, MA 02140

Mr. Lew Weitzman  
124 Montgomery Street  
Cambridge, MA 02140

Ms. Nona Yarden  
143 Pleasant Street #2A  
Cambridge, MA 02139

Mr. Elie Yarden  
143 Pleasant Street #2A  
Cambridge, MA 02140

Mr. Ralph Yoder  
364 Rindge Avenue, #17L  
Cambridge, MA 02140

JOINDER

The Association of Cambridge Neighborhoods ("ACN") joins in this Settlement Agreement solely for the purpose of agreeing with the provisions of Sections C 2(a) and C 2(b), and those provisions in which specific reference is made to ACN.

Association of Cambridge Neighborhoods

By: Stash Horowitz  
Stash Horowitz, Vice President  
Duly Authorized

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is given by CambridgePark Place LLC, a Massachusetts limited liability company ("CambridgePark") which is a partnership between Abbott Investments LLC, and Oaktree Green Development, LLC, Massachusetts limited liability companies, for the benefit of the fourteen Appellants listed in Exhibit A attached hereto ("Appellants").

### A. Background

1. CambridgePark is the lessee of a parcel of land at 30 CambridgePark Drive, Cambridge, and the developer of the housing units there.
2. CambridgePark has been granted an IPOP Special Permit, a Multi-Family Special Permit, and Flood Plain Special Permit from the Cambridge Planning Board on or about November 9, 1999, December 21, 1999 and May 2, 2000 respectively and a Superseding Order of Conditions by the DEP on August 30, 2000 which permit the construction of 311 housing units with 36 affordable units.
3. Appellants appealed the Superseding Order of Conditions to the DEP on September 14, 2000.
4. CambridgePark and the Appellants have agreed to compromise their disputes and entered into a Settlement Agreement dated November 16, 2000, a copy of which, with Joinder and Stipulation of Dismissal, is attached hereto as Exhibit B. One of the provisions of the Settlement Agreement is that CambridgePark grant and record this Memorandum of Agreement for the benefit of the Appellants.

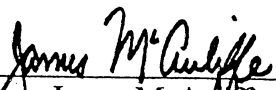
### B. Memorandum of Agreement

1. CambridgePark acknowledges that the conditions and limitations enumerated in the above-mentioned Special Permits, Superseding Order of Conditions, and terms and agreements set forth in the Settlement Agreement are for the benefit of the Appellants, among others.
2. Should CambridgePark violate any of the conditions and limitations set forth in the Special Permits or the Superseding Order of Conditions, or should CambridgePark violate any of the provisions of the Settlement Agreement, then any five persons, each of whom is either an Appellant, or the successor or assign of an Appellant, may together enforce in Middlesex Superior Court in Cambridge against CambridgePark the terms of the Settlement Agreement or the conditions and limitations contained in the Special Permits or Superseding Order.

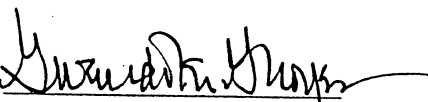
3. This Memorandum of Agreement shall be binding upon CambridgePark and its successors and assigns.

EXECUTED as a sealed instrument this 16<sup>th</sup> day of November, 2000.

By: Abbott Investments, LLC

  
Name: James McAuliffe  
Title: Partner

By: Oaktree Green Development, LLC


  
Name: Gwendolen Noyes  
Title: Partner

[NOTARIZATION OF SIGNATURES]

Suffolk, SS

November 17, 2000

Then personally appeared the above named James McAuliffe, Partner of Abbott Investments, and Gwendolen Noyes, Partner of Oaktree Green Development, LLC and acknowledged their foregoing signatures as their free act and deed and the free act and deed of their respective limited liability companies, before me.

  
Gary M. Markale, Notary Public  
My Commission Expires: 1-13-06

COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

\_\_\_\_\_  
In the Matter of )  
CambridgePark Place )  
\_\_\_\_\_ )

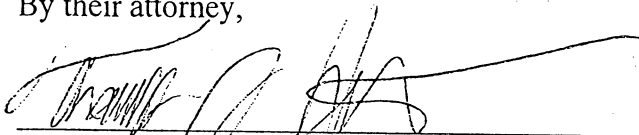
) Docket No. 2000-136  
) D.E.P. File No. 123-144  
)

**STIPULATION OF DISMISSAL**

It is hereby agreed and stipulated by and among the parties to this proceeding that this action be, and hereby is, dismissed with prejudice. Attached hereto as Exhibit I is a true and accurate copy of the Settlement Agreement, Joinder and Memorandum of Agreement, which form the basis of the parties' agreement to dismiss this action, and which incorporate the obligations and commitments of the parties.

TEN CITIZENS/APPELLANTS

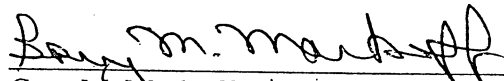
By their attorney,



Thomas J. Harrington (BBO No. 556741)  
PICKETT, MIYARES AND  
HARRINGTON  
47 Winter Street  
Boston, MA 02108  
(617) 426-8330

CAMBRIDGEPARK PLACE LLC

By its attorneys,



Gary M. Markoff (BBO No. 320906)  
James W. Matthews (BBO No. 560560)  
SHERIN AND LODGEN LLP  
100 Summer Street  
Boston, MA 02110  
(617) 646-2000

Dated: November 17, 2000.

## SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 16th day of November, 2000, with respect to the redevelopment and use of the land at 30 CambridgePark Drive.

### A. Parties

1. Abbott Investments, LLC, and Oaktree Green Development, LLC, Massachusetts limited liability companies, together the developers of 30 CambridgePark Drive, in a partnership called CambridgePark Place LLC (or "CambridgePark"), a 311-unit housing project, including 36 affordable units, retail space, and parking facilities, on real property located at 30 CambridgePark in Cambridge, Middlesex County, Massachusetts (the "Project").

2. The fourteen individuals (the "Appellants") identified on Exhibit A attached hereto, who filed an appeal of the Department of Environmental Protection (the "DEP") Superseding Order of Conditions, as detailed below in Sections B7 and B8.

3. The Association of Cambridge Neighborhoods (the "ACN"), a non-profit 501(c)3 organization comprised of members from neighborhood and community groups and associations; only in its capacity as an administrator for the settlement funds, as detailed below in Sections C2(a) and C2(b). A joinder to this effect has been added to this Settlement Agreement.

### B. Background

1. CambridgePark desires to develop a 311-unit housing project, including 36 affordable housing units, on real property located at 30 CambridgePark Drive in Cambridge, Middlesex County, Massachusetts; and

2. On or about September 7, 1999, CambridgePark filed with the Cambridge Planning Board ("Planning Board") an application for a Multi-Family Special Permit (Case No. PB#154) in connection with the Project, and on or about December 21, 1999, the Planning Board granted said permit; and

3. On or about September 7, 1999, CambridgePark filed with the Cambridge Planning Board an application for an IPOP Special Permit (Case No. PB#154) in connection with the Project, and on or about November 9, 1999, the Planning Board granted said permit; and

4. On or about September 7, 1999, CambridgePark filed with the Cambridge Planning Board an application for a Flood Plain Special Permit (Case No.

PB#154) in connection with the Project, on or about May 2, 2000, the Planning Board granted said permit; and

5. On or about September 7, 1999, CambridgePark filed with the Cambridge Conservation Commission (the "Commission") and the Massachusetts DEP, a Notice of Intent (the "Notice") pursuant to M.G.L. c. 131 § 40 in connection with the Project, and on April 18, 2000 the Commission issued a WPA Form 5 – Order of Conditions (the "Order of Conditions") with respect to the Project authorizing construction of the Project subject to the conditions set forth therein; and

6. On May 2, 2000 an appeal of the Order of Conditions with the DEP (the "First Appeal") was filed; and

7. On or about August 30, 2000 the DEP issued a Superseding Order of Conditions with respect to the Project (the "Superseding Order of Conditions"); and

8. On or about September 14, 2000, the Appellants filed an appeal of the Superseding Order of Conditions in their Request for Departmental Action/Notice of Claim for an Adjudicatory Hearing (the "Second Appeal").

### C. Settlement

CambridgePark and the Appellants desire to settle and compromise their disputes. Therefore, in consideration of the mutual agreements contained in this Settlement Agreement, the parties agree as follows:

1. Following execution of this Settlement Agreement, the Appellants agree to:

(a) Dismiss with prejudice the Second Appeal, by filing through their counsel with the DEP a Stipulation of Dismissal, as attached hereto.

(b) Cooperate with CambridgePark to approach, in a timely manner, the Secretary of Transportation and the General Manager of the MBTA, to seek discounts for property owners and/or property management companies who purchase T-passes in bulk for their residential tenants, in a similar manner and amount as offered employers who purchase T-passes in bulk for their employees.

2. Following execution of this Settlement Agreement, CambridgePark agrees to:

(a) Deliver or have delivered to the ACN, within five (5) days of closing of CambridgePark's construction loan for the project, or within ninety (90) days of the date of this Agreement, whichever is sooner, the sum of One Hundred Thirty-Five Thousand Dollars (\$135,000.00) drawn on good funds, payable to ACN for the use of the Appellants as described below. The sums paid pursuant to this Section C2(a) shall be

applied unrestrictedly by the Appellants, so long as some component of each application and/or project or proposal relates to the protection and/or preservation of the Alewife Reservation and/or the Alewife area 100-year flood plain. Additionally, these funds may be used for expenses related to the Appellants' second appeal, including attorney's fees. ACN shall deliver to CambridgePark not later than January 31 in each of the next five years commencing January 31, 2001, a copy of ACN's check register accounting for all disbursements made of the funds paid by CambridgePark to ACN.

(b) Deliver or have delivered to the ACN, within five (5) days of closing of CambridgePark's construction loan for the Project, or within ninety (90) days of this Agreement, whichever is sooner, the sum of Sixty Thousand Dollars (\$60,000.00) drawn on good funds, payable to the ACN, for the use of the Appellants as described below. The sums paid pursuant to this Section C2(b) shall be applied unrestrictedly by the Appellants, so long as the funds are used to support affordable housing in Cambridge, as partial compensatory public benefit for development within the flood plain.

(c) Install not more than 325 parking spaces.

(d) Provide for the exclusive use of the tenants of the Project two (2) outdoor parking spaces for so-called "zip cars", and to increase this number of parking spaces so reserved to a maximum of five (5) outdoor parking spaces, should demand for "zip cars" merit such increase.

(e) Instruct its Property Management Company, after completion of the Project and issuance of a Certificate of Occupancy by the City of Cambridge, to coordinate with tenants of the Project who regularly commute to work using public transportation to purchase regularly on their behalf and for their benefit and convenience monthly T-passes. The cost of the T-passes so purchased shall be added to the respective tenants' monthly rent.

(f) Cooperate with the Appellants to approach, in a timely manner, the Secretary of Transportation and the General Manager of the MBTA, to seek discounts for property owners and/or property management companies who purchase T-passes in bulk for their residential tenants, in a similar manner and amount as offered employers who purchase T-passes in bulk for their employees.

#### **D. Procedural Matters**

1. Should any party to this Agreement violate the provisions of this Agreement, the party aggrieved by such action may notify such breaching party and all other parties in writing and, upon such notification, all parties shall within ten (10) days at a time and place specified in such notice meet and discuss such violation and work cooperatively to resolve their disputes. Notice to all parties shall be deemed effective when made in accordance with Section E below. If such negotiation does not resolve outstanding differences within thirty (30) days of such meeting and such breach remains uncured, any non-breaching party to this Agreement may notify the others in writing and,

if such notification is given, this Agreement shall terminate and be of no further force or effect.

2. At the request of CambridgePark, the Appellants shall provide CambridgePark, or such entity designated by it, with a certificate certifying as to the status of this Settlement Agreement and the compliance of CambridgePark to its terms specifying in detail any matters to which it believes CambridgePark is in default. The Appellants shall be estopped from alleging any default then exists which was not specified in such certificate.

3. This Agreement shall be binding upon the parties and their respective successors and assigns. In that regard, with respect to CambridgePark, it shall be deemed to run with the land.

4. Contemporaneously with the execution of this Settlement Agreement, CambridgePark shall record with the Administrative Law Department of the DEP a Memorandum of Agreement authorizing any five persons, each of whom is an Appellant as listed in Exhibit A, or their successors or assigns, together to enforce in Superior Court the terms of this Settlement Agreement and the conditions in the Special Permits and Superceding Order of Conditions listed in Section B.

#### E. Notices

1. Notices shall be given by certified mail, return receipt requested, and simultaneously by regular mail or delivery by a recognized courier service, and shall be deemed effective seven (7) days after dispatched.

2. Notices to CambridgePark shall be effective if sent to:

(a) James McAuliffe, Manager  
Abbott Investments, LLC  
264 Beacon Street – 2<sup>nd</sup> Floor  
Boston, Massachusetts 02116

(b) Gary M. Markoff, Esq.  
Sherin and Lodgen LLP  
100 Summer Street  
Boston, Massachusetts 02110

3. Notices to the other parties shall be effective if sent to:

(a) Appellants: To all fourteen individuals listed in Exhibit A attached hereto.

(b) Thomas Harrington, Esq.  
47 Winter Street – 7<sup>th</sup> Floor  
Boston, MA 02110

(c) Association of Cambridge Neighborhoods  
c/o John Moot, President  
44 Coolidge Hill Road  
Cambridge, MA 02138

EXECUTED as a sealed instrument

CambridgePark:

Abbott Investments, LLC

By: James McAuliffe  
James McAuliffe, Manager  
Duly Authorized

Oaktree Green Development, LLC

By: Gwendolen Noyes  
Gwendolen Noyes, Manager  
Duly Authorized

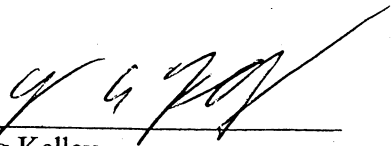
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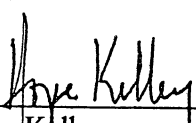
Michael Brandon  
Michael Brandon

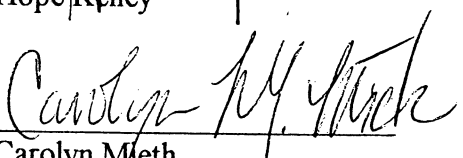
Peter Cignetti  
Peter Cignetti

Richard Clarey  
Richard Clarey

Stash Horowitz  
Stash Horowitz

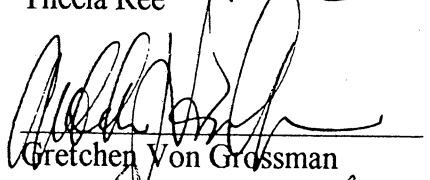
  
\_\_\_\_\_  
Craig Kelley

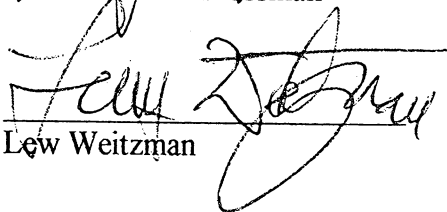
  
\_\_\_\_\_  
Hope Kelley

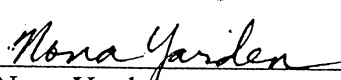
  
\_\_\_\_\_  
Carolyn Meth

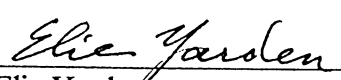
  
\_\_\_\_\_  
Ronald G. Millar

  
\_\_\_\_\_  
Thecla Ree

  
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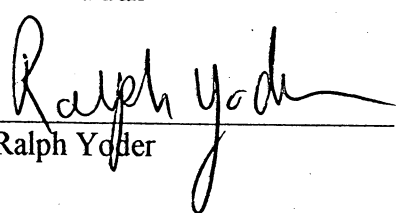
  
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Ralph Yoder

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Mr. Ralph Yoder  
364 Rindge Avenue, #17L  
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JOINDER

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Association of Cambridge Neighborhoods

By: Stash Horowitz  
Stash Horowitz, Vice President  
Duly Authorized

## MEMORANDUM OF AGREEMENT

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### A. Background

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3. Appellants appealed the Superseding Order of Conditions to the DEP on September 14, 2000.
4. CambridgePark and the Appellants have agreed to compromise their disputes and entered into a Settlement Agreement dated November 16, 2000, a copy of which, with Joinder and Stipulation of Dismissal, is attached hereto as Exhibit B. One of the provisions of the Settlement Agreement is that CambridgePark grant and record this Memorandum of Agreement for the benefit of the Appellants.

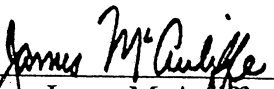
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2. Should CambridgePark violate any of the conditions and limitations set forth in the Special Permits or the Superseding Order of Conditions, or should CambridgePark violate any of the provisions of the Settlement Agreement, then any five persons, each of whom is either an Appellant, or the successor or assign of an Appellant, may together enforce in Middlesex Superior Court in Cambridge against CambridgePark the terms of the Settlement Agreement or the conditions and limitations contained in the Special Permits or Superseding Order.

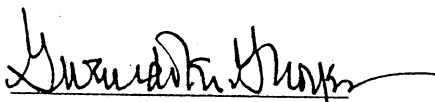
3. This Memorandum of Agreement shall be binding upon CambridgePark and its successors and assigns.

EXECUTED as a sealed instrument this 16<sup>th</sup> day of November, 2000.

By: Abbott Investments, LLC

  
Name: James McAuliffe  
Title: Partner

By: Oaktree Green Development, LLC

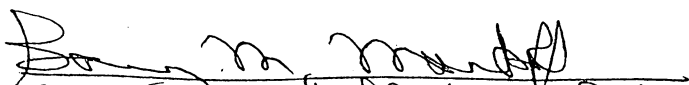
  
Name: Gwendolen Noyes  
Title: Partner

[NOTARIZATION OF SIGNATURES]

Suffolk, SS

November 17, 2000

Then personally appeared the above named James McAuliffe, Partner of Abbott Investments, and Gwendolen Noyes, Partner of Oaktree Green Development, LLC and acknowledged their foregoing signatures as their free act and deed and the free act and deed of their respective limited liability companies, before us.

  
Gary M. Markate, Notary Public  
My Commission Expires: 1-13-06

COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

\_\_\_\_\_  
In the Matter of )  
CambridgePark Place )  
\_\_\_\_\_ )

) Docket No. 2000-136  
) D.E.P. File No. 123-144  
)

**STIPULATION OF DISMISSAL**

It is hereby agreed and stipulated by and among the parties to this proceeding that this action be, and hereby is, dismissed with prejudice. Attached hereto as Exhibit I is a true and accurate copy of the Settlement Agreement, Joinder and Memorandum of Agreement, which form the basis of the parties' agreement to dismiss this action, and which incorporate the obligations and commitments of the parties.

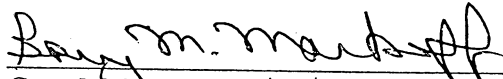
TEN CITIZENS/APPELLANTS

By their attorney,

  
\_\_\_\_\_  
Thomas J. Harrington (BBO No. 556741)  
PICKETT, MIYARES AND  
HARRINGTON  
47 Winter Street  
Boston, MA 02108  
(617) 426-8330

CAMBRIDGEPARK PLACE LLC

By its attorneys,

  
\_\_\_\_\_  
Gary M. Markoff (BBO No. 320906)  
James W. Matthews (BBO No. 560560)  
SHERIN AND LODGEN LLP  
100 Summer Street  
Boston, MA 02110  
(617) 646-2000

Dated: November 17, 2000.

**Consent Communication #8**

Agreement submitted by Elie  
Yarden regarding affordable  
housing.

**In City Council February 26, 2001**

**REFERRED TO  
COMMITTEE REPORT #1.**

# City of Cambridge

AMENDED REPORT (See page 5 - bolded text)

## HOUSING COMMITTEE MEMBERS

In City Council February 26, 2001

Councillor Jim Braude, Chair  
Councillor Kathleen Born  
Councillor Henrietta Davis  
Councillor Marjorie Decker  
Vice Mayor David Maher

The Housing Committee conducted a public meeting on Wednesday, February 7, 2001 at 4:09 p.m. in the Sullivan Chamber.

The purpose of the meeting was to receive information from the Affordable Housing providers on programs and issues for affordable housing in Cambridge.

Present at the meeting were Councillor Braude, Chair of the Committee, Vice Mayor Maher, Councillors Born, Davis, Decker, Toomey and Sullivan; Gordon Gottsche, Executive Director, Just A Start (JAS); Lorna Ferrier, Just A Start; Peter Daly, Executive Director, Homeowners Rehab, Inc. (HRI); Dan Wuenschel, Cambridge Housing Authority (CHA); Barbara Siegel, Community Legal Services and Counseling Center; Susan Keller, Planning and Real Estate, Harvard University; Darcy Jameson, Housing Director, Community Development Department (CDD); Elizabeth Sternberg, Housing Planner, Housing Planner, Community Development Department; Laura Booth, CEOC; Len Thomas, Cambridge Multi-Service Center; Henry Korman, Cambridge-Somerville Legal Services; and Donna P. Lopez, Deputy City Clerk.

Councillor Braude opened the meeting. He stated that the meeting would be informal. Despite the City's aggressive work on affordable housing, there is a huge amount of work yet to be done on housing, he said. A previous meeting was held which asked residents of the City what they believed needed to be done. The purpose of this meeting is to meet with the housing professionals. There are three issues before the City Council and he welcomed comments on these issues. The issues are:

1. Sixteen or seventeen housing districts proposed in the city-wide rezoning proposal;
2. A hearing is scheduled on February 21, 2001 on the Community Preservation Act and this could appear on the November ballot; and
3. Adjustment to the funding to the Affordable Housing Trust should be considered.

The meeting was opened to public comment. The committee heard from Gordon Gottsche, Just A Start, who stated that funding sources are more difficult to find. Augmentation of funding is needed. Charlesbank Trust is the only trust which puts money into housing. 150 evictions are prevented each year. The tenant/landlord mediation program is level funded. Set aside from SCHC money is being used for

education. A line item in the state budget is needed to get funds for housing. He asked for support from the City Council on this matter. He commended the City Council, the City Manager, the Community Development Department and HRI for the number of rental property in the city.

Councillor Born asked what can be done to increase limited equity in the city and what can be done to get more limited equity units for middle income housing. Ms. Barbara Siegel, Community Legal Services and Counseling Center, stated that to aim at this income group you are limiting subsidy funds. It is difficult to achieve middle income equity. Councillor Born stated limited equity is more for low income than for middle income groups. Ms. Darcy Jameson, Housing Director, CDD, stated that there are other avenues for the middle income group.

Mr. Wuenschel, CHA, stated that the housing entities face the Cambridge cost factor. Funding, he said, from state and federal levels is becoming more difficult to receive; the gap is significant.

Henry Korman, Cambridge-Somerville Legal Services, stated that a good job is done on housing with little funding. He stated that low income means middle income to his facility. The term "middle income" needs to be defined, he said.

Councillor Braude asked what should the City Council be doing that it is not doing. Mr. Korman responded all entities are trying to serve the needs of the most needy. The Housing Authority does a good job through the Voucher Program. In the Moving To Work Program, how are units targeted, he asked. Councillor Braude stated that this is useful to know; that the resources are not available. What is affordable and to whom it is available to are the issues. Mr. Korman stated that the issue of creating affordable units is a cost of the affordability.

Mr. Wuenschel cautioned against crossing out any certain group. The last thing Cambridge wants is to be a community of only low or high-income people. Legal Services does a good job with meager resources. It is difficult to place people with vouchers in housing. The Moving To Work designation is a deregulated program. Under deregulation, funding is used where it is most needed, but voucher recipients still have had difficulty finding housing. The plan is to put money where it is affordable and to acquire housing units, such as Lancaster Street. Another issue is Section 8 mobility versus Project-based Section 8. He explained that Section 8 housing choice voucher program is a voucher that is free to go where housing is available. The voucher stays with the person. It is a mobile voucher if the person moves. 15% of mobile vouchers can be used as project-based Section 8. Project-based and mobile-based vouchers can be swapped.

Councillor Braude stated that Mayor Galluccio in his State of the City address asked landlords to be kinder when considering acceptance of Section 8 Vouchers. He asked if there were any suggestions on this issue.

Mr. Wuenschel stated that Mike Johnson, CHA Housing Director, has started a Landlord Group to run the program better. If a letter was sent, similar to the letter from the City manager, soliciting funds for the Affordable Housing Trust, it would be helpful. A tax break would be a good idea to encourage landlords to keep or increase affordable units.

Ms. Jameson stated that the letter has been successful. In the Spring, she said, a letter will be mailed to all households outlining housing opportunity. Councillor Braude stated that the city's bi-yearly publication "At a Glance" was sent to all residents. The goal is to capture a profile. Councillor Davis stated that this is a good idea but it was not simple to respond. The survey should contain either an envelope or a telephone number. She suggested that a committee should be established to work with the CHA and other housing affiliates. Ms. Jameson stated that the issue of tax breaks is not profitable. A thirty-year commitment is needed from the owner. Even if the commitment were scaled back to twenty years, the tax break is not much, she said.

Vice Mayor Maher asked Ms. Jameson what type of property is being donated to the city. Ms. Jameson responded that calls have been received from people with units on the market for astronomical money. Preliminary inquiries have also been received. The inquiries have been informed that personnel from CDD would be glad to sit down and talk with them. She informed the Committee that she has also received money donations to the Affordable Housing Trust.

Vice Mayor Maher asked what type of development fund-raising effort is there. Ms. Jameson replied that JAS has done fund raising for the Norumbega Street site.

Councillor Braude asked for comments on the Community Preservation Act. He stated his support for the Act. This has great potential to unite constituencies and cause them to work together. It focuses a dialogue on what is and what is not needed.

Mr. Daly, HRI, stated that the Preservation Act could expand affordable units. As costs rise, older partners are not partnering. This comes down to resources. The state has set caps, he said. We need to look for new partners. This issue should be brought to institutions and corporations. The city has wealthy companies who are benefiting from the city housing their workers.

Mr. Wuenschel stated that New Jersey has an employee assisted housing program. Mr. Daly stated that he would prefer contributions to the affordable housing trust. Councillor Braude asked why isn't the City Council receiving more complaints to increase funding to the Affordable Housing Trust. Ms. Lorna Ferrier, JAS, stated that the City Council should take seriously that affordable housing is important to people. She stated that there is no advocacy for affordable housing by the city. JAS gets 1400 calls daily on affordable housing.

Councillor Davis stated that advocacy should be at the zoning level. There is a disconnect from people in the affordable housing field. Mr. Daly stated that there is

advocacy for housing - we are for affordable housing. Cambridge, he said, has excessive demand for housing. He stated that he would like to see the city-wide housing districts passed. Councillor Davis asked should Harvard University and M.I.T. be encouraged to provide mortgage programs to their employees. Mr. Daly stated that he would prefer affordable housing.

Vice Mayor Maher stated that there is a delicate balance between housing and zoning. He stated that in the city-wide petition, there are more housing districts and housing is allowed in all districts. Mr. Daly stated that he would like to build more housing than the zoning allows. Vice Mayor Maher stated that there are community activists who do not want affordable housing. The bonus, he said, is density increases if affordable housing is given.

Councillor Born asked about the development of sites with environmental contaminants. The Department of Environmental Protection prevents development on sites with contaminants. Councillor Born asked is there a high standard for building housing. Mr. Daly responded in the affirmative.

Mr. Len Thomas, Multi-Service Center, asked about the consequence of Section 8 vouchers being used outside the city. Mr. Wuenschel responded that Section 8 vouchers can be used in all fifty states. The Section 8 lists are periodically closed. When the lists are again opened, busses come from other communities to obtain a Section 8 voucher, he said. Councillor Braude asked what determines the value of a Section 8 voucher. Mr. Wuenschel responded where the voucher is used. Councillor Born asked if a landlord is liable to take a Section 8 voucher. Mr. Wuenschel stated that landlords are not allowed to discriminate against Section 8 recipients.

Councillor Davis stated that 40% of a landlord's income can be subsidized by tenants. Mr. Wuenschel stated that the percentage is higher than 40% in Cambridge.

Councillor Born asked if the Housing Authority received the letter from the City Manger on the Preservation Act. Mr. Wuenschel responded in the negative. She stated that allegations from tax money is transferred to open space and affordable housing.

Councillor Braude stated that the Assistant City Manager for Fiscal Affairs to look into the issue of the city getting a disproportionate share of state funds if the City was to be one of the earliest adopters of the Community Preservation Act. Mr. Korman stated that there are no resources to deal with Section 8 discrimination. The lack of affordable housing can be dealt with as follows:

- Build more affordable housing;
- Take ownership of housing; and
- Make units more manageable.

There is a constituency that cannot be mobile; as follows:

- Homeless;
- Disabled population; and
- Extremely low income.

This is a political question; the political leadership needs to step up to deal with the problem.

Councillor Decker stated that it is important for the City Council to contact people in the field to get the proper input in this matter. Affordable housing, she said, is a large policy issue. She asked if there is a regional group who meets on housing issues. Mr. Wuenschel responded in the affirmative.

Mr. Gottsche stated that HUD put out a poster which contained a shelter. The CHA and JAS have taken initiatives to deal with the homeless. Councillor Braude stated that the Community Preservation Act will bring all persons together. Mr. Wuenschel stated that public housing had enormous clout in the 1950's. Councillor Decker stated **the Association of Cambridge Neighborhoods (ACN) received a settlement from Oaktree Development. Said amount is payable to the ACN; \$135,000 toward the Alewife Preservation area and \$60,000 for affordable housing, as contained in Settlement Agreement (ATTACHMENT A).**

**Councillor Decker asked the members of the Affordable Housing Trust if they were familiar with the Settlement Agreement. The response was in the negative. Councillor Decker suggested that they speak with the involved parties, as it is another resource for affordable housing funds.**

Councillor Braude stated that the limited resources question is in the hands of the City Council. Mr. Wuenschel stated that the Affordable Housing Trust is efficient. Because of costs, the trust money buys less. He requested more funding to the trust.

Ms. Jameson stated that there is no easy solution. It is important to look at every piece to increase the housing stock.

Councillor Braude stated that in March the Housing Committee in conjunction with the Community Development Department will schedule meetings around the City to discuss the issue of access for housing, how to work the system, to get feed-back and to let people know that there is work being done on housing.

Mr. Daly informed the committee that pressure is coming with rising utility costs. Mr. Thomas stated that utility bills represent a huge increase for his population. Councillor Braude asked if there was anything at the state level for increased funding. The response was negative.

Councillor Braude thanked all who attended the meeting. The City Council, he said, is concerned with the big picture and with solutions.

At the conclusion of the meeting, a document entitled "What We Need"  
CHA/Cambridge Affordable Housing Corporation was distributed. **ATTACHMENT B.**

For the Committee,

Councillor Jim Braude  
Chair

010207.HousingCommitteeReport

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 16th day of November, 2000, with respect to the redevelopment and use of the land at 30 CambridgePark Drive.

**A. Parties**

1. Abbott Investments, LLC, and Oaktree Green Development, LLC, Massachusetts limited liability companies, together the developers of 30 CambridgePark Drive, in a partnership called CambridgePark Place LLC (or "CambridgePark"), a 311-unit housing project, including 36 affordable units, retail space, and parking facilities, on real property located at 30 CambridgePark in Cambridge, Middlesex County, Massachusetts (the "Project").

2. The fourteen individuals (the "Appellants") identified on Exhibit A attached hereto, who filed an appeal of the Department of Environmental Protection (the "DEP") Superseding Order of Conditions, as detailed below in Sections B7 and B8.

3. The Association of Cambridge Neighborhoods (the "ACN"), a non-profit 501(c)3 organization comprised of members from neighborhood and community groups and associations; only in its capacity as an administrator for the settlement funds, as detailed below in Sections C2(a) and C2(b). A joinder to this effect has been added to this Settlement Agreement.

**B. Background**

1. CambridgePark desires to develop a 311-unit housing project, including 36 affordable housing units, on real property located at 30 CambridgePark Drive in Cambridge, Middlesex County, Massachusetts; and

2. On or about September 7, 1999, CambridgePark filed with the Cambridge Planning Board ("Planning Board") an application for a Multi-Family Special Permit (Case No. PB#154) in connection with the Project, and on or about December 21, 1999, the Planning Board granted said permit; and

3. On or about September 7, 1999, CambridgePark filed with the Cambridge Planning Board an application for an IPOP Special Permit (Case No. PB#154) in connection with the Project, and on or about November 9, 1999, the Planning Board granted said permit; and

4. On or about September 7, 1999, CambridgePark filed with the Cambridge Planning Board an application for a Flood Plain Special Permit (Case No.

PB#154) in connection with the Project, on or about May 2, 2000, the Planning Board granted said permit; and

5. On or about September 7, 1999, CambridgePark filed with the Cambridge Conservation Commission (the "Commission") and the Massachusetts DEP, a Notice of Intent (the "Notice") pursuant to M.G.L. c. 131 § 40 in connection with the Project, and on April 18, 2000 the Commission issued a WPA Form 5 – Order of Conditions (the "Order of Conditions") with respect to the Project authorizing construction of the Project subject to the conditions set forth therein; and

6. On May 2, 2000 an appeal of the Order of Conditions with the DEP (the "First Appeal") was filed; and

7. On or about August 30, 2000 the DEP issued a Superseding Order of Conditions with respect to the Project (the "Superseding Order of Conditions"); and

8. On or about September 14, 2000, the Appellants filed an appeal of the Superseding Order of Conditions in their Request for Departmental Action/Notice of Claim for an Adjudicatory Hearing (the "Second Appeal").

### C. Settlement

CambridgePark and the Appellants desire to settle and compromise their disputes. Therefore, in consideration of the mutual agreements contained in this Settlement Agreement, the parties agree as follows:

1. Following execution of this Settlement Agreement, the Appellants agree to:

(a) Dismiss with prejudice the Second Appeal, by filing through their counsel with the DEP a Stipulation of Dismissal, as attached hereto.

(b) Cooperate with CambridgePark to approach, in a timely manner, the Secretary of Transportation and the General Manager of the MBTA, to seek discounts for property owners and/or property management companies who purchase T-passes in bulk for their residential tenants, in a similar manner and amount as offered employers who purchase T-passes in bulk for their employees.

2. Following execution of this Settlement Agreement, CambridgePark agrees to:

(a) Deliver or have delivered to the ACN, within five (5) days of closing of CambridgePark's construction loan for the project, or within ninety (90) days of the date of this Agreement, whichever is sooner, the sum of One Hundred Thirty-Five Thousand Dollars (\$135,000.00) drawn on good funds, payable to ACN for the use of the Appellants as described below. The sums paid pursuant to this Section C2(a) shall be

applied unrestrictedly by the Appellants, so long as some component of each application and/or project or proposal relates to the protection and/or preservation of the Alewife Reservation and/or the Alewife area 100-year flood plain. Additionally, these funds may be used for expenses related to the Appellants' second appeal, including attorney's fees. ACN shall deliver to CambridgePark not later than January 31 in each of the next five years commencing January 31, 2001, a copy of ACN's check register accounting for all disbursements made of the funds paid by CambridgePark to ACN.

(b) Deliver or have delivered to the ACN, within five (5) days of closing of CambridgePark's construction loan for the Project, or within ninety (90) days of this Agreement, whichever is sooner, the sum of Sixty Thousand Dollars (\$60,000.00) drawn on good funds, payable to the ACN, for the use of the Appellants as described below. The sums paid pursuant to this Section C2(b) shall be applied unrestrictedly by the Appellants, so long as the funds are used to support affordable housing in Cambridge, as partial compensatory public benefit for development within the flood plain.

(c) Install not more than 325 parking spaces.

(d) Provide for the exclusive use of the tenants of the Project two (2) outdoor parking spaces for so-called "zip cars", and to increase this number of parking spaces so reserved to a maximum of five (5) outdoor parking spaces, should demand for "zip cars" merit such increase.

(e) Instruct its Property Management Company, after completion of the Project and issuance of a Certificate of Occupancy by the City of Cambridge, to coordinate with tenants of the Project who regularly commute to work using public transportation to purchase regularly on their behalf and for their benefit and convenience monthly T-passes. The cost of the T-passes so purchased shall be added to the respective tenants' monthly rent.

(f) Cooperate with the Appellants to approach, in a timely manner, the Secretary of Transportation and the General Manager of the MBTA, to seek discounts for property owners and/or property management companies who purchase T-passes in bulk for their residential tenants, in a similar manner and amount as offered employers who purchase T-passes in bulk for their employees.

#### **D. Procedural Matters**

1. Should any party to this Agreement violate the provisions of this Agreement, the party aggrieved by such action may notify such breaching party and all other parties in writing and, upon such notification, all parties shall within ten (10) days at a time and place specified in such notice meet and discuss such violation and work cooperatively to resolve their disputes. Notice to all parties shall be deemed effective when made in accordance with Section E below. If such negotiation does not resolve outstanding differences within thirty (30) days of such meeting and such breach remains uncured, any non-breaching party to this Agreement may notify the others in writing and,

if such notification is given, this Agreement shall terminate and be of no further force or effect.

2. At the request of CambridgePark, the Appellants shall provide CambridgePark, or such entity designated by it, with a certificate certifying as to the status of this Settlement Agreement and the compliance of CambridgePark to its terms specifying in detail any matters to which it believes CambridgePark is in default. The Appellants shall be estopped from alleging any default then exists which was not specified in such certificate.

3. This Agreement shall be binding upon the parties and their respective successors and assigns. In that regard, with respect to CambridgePark, it shall be deemed to run with the land.

4. Contemporaneously with the execution of this Settlement Agreement, CambridgePark shall record with the Administrative Law Department of the DEP a Memorandum of Agreement authorizing any five persons, each of whom is an Appellant as listed in Exhibit A, or their successors or assigns, together to enforce in Superior Court the terms of this Settlement Agreement and the conditions in the Special Permits and Superceding Order of Conditions listed in Section B.

#### E. Notices

1. Notices shall be given by certified mail, return receipt requested, and simultaneously by regular mail or delivery by a recognized courier service, and shall be deemed effective seven (7) days after dispatched.

2. Notices to CambridgePark shall be effective if sent to:

(a) James McAuliffe, Manager  
Abbott Investments, LLC  
264 Beacon Street – 2<sup>nd</sup> Floor  
Boston, Massachusetts 02116

(b) Gary M. Markoff, Esq.  
Sherin and Lodgen LLP  
100 Summer Street  
Boston, Massachusetts 02110

3. Notices to the other parties shall be effective if sent to:

(a) Appellants: To all fourteen individuals listed in Exhibit A attached hereto.

- (b) Thomas Harrington, Esq.  
47 Winter Street – 7<sup>th</sup> Floor  
Boston, MA 02110
  
- (c) Association of Cambridge Neighborhoods  
c/o John Moot, President  
44 Coolidge Hill Road  
Cambridge, MA 02138.

EXECUTED as a sealed instrument

CambridgePark:

Abbott Investments, LLC

By: James McAuliffe  
James McAuliffe, Manager  
Duly Authorized

Oaktree Green Development, LLC

By: Gwendolen Noyes  
Gwendolen Noyes, Manager  
Duly Authorized

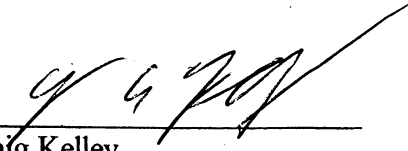
Appellants:

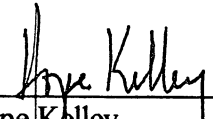
Michael Brandon  
Michael Brandon

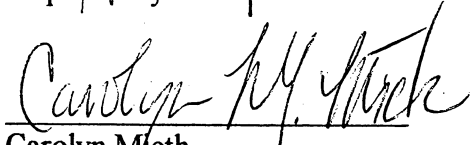
Peter Cignetti  
Peter Cignetti

Richard Clarey  
Richard Clarey

Stash Horowitz  
Stash Horowitz

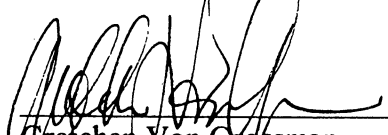
  
\_\_\_\_\_  
Craig Kelley

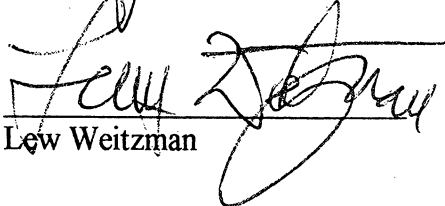
  
\_\_\_\_\_  
Hope Kelley

  
\_\_\_\_\_  
Carolyn Meth

  
\_\_\_\_\_  
Ronald G. Millar

  
\_\_\_\_\_  
Thecla Ree

  
\_\_\_\_\_  
Gretchen Von Grossman

  
\_\_\_\_\_  
Lew Weitzman

  
\_\_\_\_\_  
Nona Yarden

  
\_\_\_\_\_  
Elie Yarden

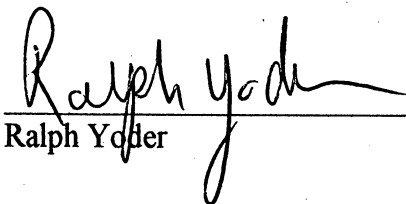
  
\_\_\_\_\_  
Ralph Yoder

EXHIBIT A

Mr. Michael Brandon  
27 Seven Pines Avenue  
Cambridge, MA 02140

Mr. Peter Cignetti  
5 Theriault Court  
Cambridge, MA 02140

Mr. Dick Clarey  
15 Brookford Street  
Cambridge, MA 02140

Mr. Stash Horowitz  
12 Florence Street  
Cambridge, MA 02139

Mr. Craig Kelley  
6 Saint Gerard Terrace  
Cambridge, MA 02140

Ms. Hope Kelley  
6 Saint Gerard Terrace  
Cambridge, MA 02140

Ms. Carolyn Mieth  
15 Brookford Street  
Cambridge, MA 02140

Mr. Ronald G. Millar  
31 Jackson Street  
Cambridge, MA 02140

Ms. Thecla Ree  
6B Russell Street  
Cambridge, MA 02140

Ms. Gretchen Von Grossman  
11 Jackson Street  
Cambridge, MA 02140

Mr. Lew Weitzman  
124 Montgomery Street  
Cambridge, MA 02140

Ms. Nona Yarden  
143 Pleasant Street #2A  
Cambridge, MA 02139

Mr. Elie Yarden  
143 Pleasant Street #2A  
Cambridge, MA 02140

Mr. Ralph Yoder  
364 Rindge Avenue, #17L  
Cambridge, MA 02140

JOINDER

The Association of Cambridge Neighborhoods ("ACN") joins in this Settlement Agreement solely for the purpose of agreeing with the provisions of Sections C 2(a) and C 2(b), and those provisions in which specific reference is made to ACN.

Association of Cambridge Neighborhoods

By: Stash Horowitz  
Stash Horowitz, Vice President  
Duly Authorized

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is given by CambridgePark Place LLC, a Massachusetts limited liability company ("CambridgePark") which is a partnership between Abbott Investments LLC, and Oaktree Green Development, LLC, Massachusetts limited liability companies, for the benefit of the fourteen Appellants listed in Exhibit A attached hereto ("Appellants").

### A. Background

1. CambridgePark is the lessee of a parcel of land at 30 CambridgePark Drive, Cambridge, and the developer of the housing units there.
2. CambridgePark has been granted an IPOP Special Permit, a Multi-Family Special Permit, and Flood Plain Special Permit from the Cambridge Planning Board on or about November 9, 1999, December 21, 1999 and May 2, 2000 respectively and a Superseding Order of Conditions by the DEP on August 30, 2000 which permit the construction of 311 housing units with 36 affordable units.
3. Appellants appealed the Superseding Order of Conditions to the DEP on September 14, 2000.
4. CambridgePark and the Appellants have agreed to compromise their disputes and entered into a Settlement Agreement dated November 16, 2000, a copy of which, with Joinder and Stipulation of Dismissal, is attached hereto as Exhibit B. One of the provisions of the Settlement Agreement is that CambridgePark grant and record this Memorandum of Agreement for the benefit of the Appellants.


### B. Memorandum of Agreement

1. CambridgePark acknowledges that the conditions and limitations enumerated in the above-mentioned Special Permits, Superseding Order of Conditions, and terms and agreements set forth in the Settlement Agreement are for the benefit of the Appellants, among others.
2. Should CambridgePark violate any of the conditions and limitations set forth in the Special Permits or the Superseding Order of Conditions, or should CambridgePark violate any of the provisions of the Settlement Agreement, then any five persons, each of whom is either an Appellant, or the successor or assign of an Appellant, may together enforce in Middlesex Superior Court in Cambridge against CambridgePark the terms of the Settlement Agreement or the conditions and limitations contained in the Special Permits or Superseding Order.

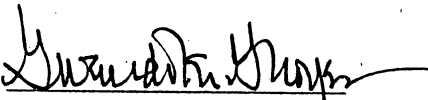
3. This Memorandum of Agreement shall be binding upon CambridgePark and its successors and assigns.

EXECUTED as a sealed instrument this 16<sup>th</sup> day of November, 2000.

By: Abbott Investments, LLC

  
Name: James McAuliffe  
Title: Partner

By: Oaktree Green Development, LLC

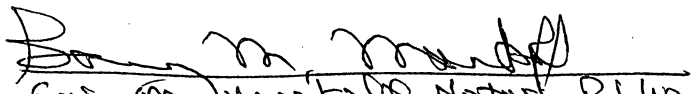
  
Name: Gwendolen Noyes  
Title: Partner

[NOTARIZATION OF SIGNATURES]

Suffolk, SS

November 17, 2000

Then personally appeared the above named James McAuliffe, Partner of Abbott Investments, LLC and Gwendolen Noyes, Partner of Oaktree Green Development, LLC and acknowledged their foregoing signatures as their free act and deed and the free act and deed of their respective limited liability companies, before us.

  
Gary M. Markale, Notary Public  
My Commission Expires: 1-13-06

COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

\_\_\_\_\_  
In the Matter of )  
CambridgePark Place )

) Docket No. 2000-136  
) D.E.P. File No. 123-144  
)

**STIPULATION OF DISMISSAL**

It is hereby agreed and stipulated by and among the parties to this proceeding that this action be, and hereby is, dismissed with prejudice. Attached hereto as Exhibit I is a true and accurate copy of the Settlement Agreement, Joinder and Memorandum of Agreement, which form the basis of the parties' agreement to dismiss this action, and which incorporate the obligations and commitments of the parties.

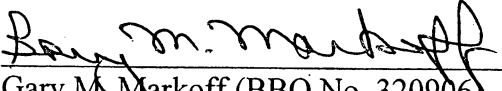
TEN CITIZENS/APPELLANTS

By their attorney,

  
\_\_\_\_\_  
Thomas J. Harrington (BBO No. 556741)  
PICKETT, MIYARES AND  
HARRINGTON  
47 Winter Street  
Boston, MA 02108  
(617) 426-8330

CAMBRIDGEPARK PLACE LLC

By its attorneys,

  
\_\_\_\_\_  
Gary M. Markoff (BBO No. 320906)  
James W. Matthews (BBO No. 560560)  
SHERIN AND LODGEN LLP  
100 Summer Street  
Boston, MA 02110  
(617) 646-2000

Dated: November 17, 2000.

'What we need': Cambridge Housing Authority/Cambridge Affordable Housing Corporation

Non-profit developers in Cambridge are extremely fortunate to work in a community in which the City administration and City Council have undertaken extraordinary efforts – over the last five-plus years especially – to fund and otherwise support the preservation and development of affordable housing in the city. That support occurs in the context of a persistently tight housing market and a shortage of available sites, in which already limited opportunities for housing preservation and development will become even scarcer with time. Suggestions and possible steps to help deal with such daunting challenges follow.

- Increased funding for Cambridge Affordable Housing Trust. The unprecedented level of support allocated to CAHT over the past five years underlies much of the City's success in affordable housing preservation and development. As both land prices and construction costs continue to escalate, an even greater level of funding is needed if production levels of the past several years are to continue.

The Community Preservation Act enacted last year by the Massachusetts Legislature may offer some limited opportunity for increased funding of the Trust without impact on the City budget.

- Other City support: assistance in encouraging landlords to participate in CHA's Section 8 Program. Predictable tax abatements for low income units, both for private Section 8 landlords and non-profits, would provide an incentive for landlords to participate in the Section 8 program overseen by Cambridge Housing Authority, and would ease budget pressures on not-for-profit housing developers. City assistance with outreach to prospective Section 8 landlords, such as the letter recently sent to all property owners informing them of the Trust's activities and opportunities for charitable donation, could serve to broaden awareness of an existing and proven program.
- Section 8 Homeownership. Recent HUD regulatory changes intended to encourage homeownership among low income households allow Section 8 subsidies to be allocated to mortgage payments. Currently the gap that exists between supportable mortgage levels and housing acquisition costs in Cambridge is too large for a feasible program. Exploration of ways to reduce this gap has been undertaken in hopes that a Section 8 homeownership program could encourage affordable ownership.
- Enhanced partnerships. Harvard University has, within the last several years, undertaken a significant initiative to fund and encourage affordable housing production and innovation. Similar efforts from other institutional stakeholders, including MIT and Lesley, would enable existing efforts to be expanded. In the last month MIT announced its intention to acquire Technology Square from Beacon Capital Partners, Inc. The capacity to undertake such a major initiative underscores the ability of large institutions to likewise play a significant role in the development of housing for both students and faculty, as well as supporting affordable housing in the community at large.
- Support for 'tough-site' development and distribution of affordable units. The lack of sites available for new development in Cambridge is well known. In light of such an inherent, both financial and political support for housing development in under-utilized, or otherwise 'hard-to-develop' areas, is needed. The citywide zoning initiative currently under consideration recognizes this need, and appropriately encourages housing development in areas where previously it would not have been allowable under zoning.

High development costs also should not mean an inordinate amount of development in some areas of the city over others. Opportunities for development in neighborhoods with few affordable units – and the allocation of sufficient resources to make such opportunities feasible – is also an important consideration.

# City of Cambridge

## HOUSING COMMITTEE MEMBERS

In City Council February 26, 2001

Councillor Jim Braude, Chair  
Councillor Kathleen Born  
Councillor Henrietta Davis  
Councillor Marjorie Decker  
Vice Mayor David Maher

The Housing Committee conducted a public meeting on Wednesday, February 7, 2001 at 4:09 p.m. in the Sullivan Chamber.

The purpose of the meeting was to receive information from the Affordable Housing providers on programs and issues for affordable housing in Cambridge.

Present at the meeting were Councillor Braude, Chair of the Committee, Vice Mayor Maher, Councillors Born, Davis, Decker, Toomey and Sullivan; Gordon Gottsche, Executive Director, Just A Start (JAS); Lorna Ferrier, Just A Start; Peter Daly, Executive Director, Homeowners Rehab, Inc. (HRI); Dan Wuenschel, Cambridge Housing Authority (CHA); Barbara Siegel, Community Legal Services and Counseling Center; Susan Keller, Planning and Real Estate, Harvard University; Darcy Jameson, Housing Director, Community Development Department (CDD); Elizabeth Sternberg, Housing Planner, Housing Planner, Community Development Department; Laura Booth, CEOC; Len Thomas, Cambridge Multi-Service Center; Henry Korman, Cambridge-Somerville Legal Services; and Donna P. Lopez, Deputy City Clerk.

Councillor Braude opened the meeting. He stated that the meeting would be informal. Despite the City's aggressive work on affordable housing, there is a huge amount of work yet to be done on housing, he said. A previous meeting was held which asked residents of the City what they believed needed to be done. The purpose of this meeting is to meet with the housing professionals. There are three issues before the City Council and he welcomed comments on these issues. The issues are:

1. Sixteen or seventeen housing districts proposed in the city-wide rezoning proposal;
2. A hearing is scheduled on February 21, 2001 on the Community Preservation Act and this could appear on the November ballot; and
3. Adjustment to the funding to the Affordable Housing Trust should be considered.

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advocacy for housing - we are for affordable housing. Cambridge, he said, has excessive demand for housing. He stated that he would like to see the city-wide housing districts passed. Councillor Davis asked should Harvard University and M.I.T. be encouraged to provide mortgage programs to their employees. Mr. Daly stated that he would prefer affordable housing.

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Councillor Born asked about the development of sites with environmental contaminants. The Department of Environmental Protection prevents development on sites with contaminants. Councillor Born asked is there a high standard for building housing. Mr. Daly responded in the affirmative.

Mr. Len Thomas, Multi-Service Center, asked about the consequence of Section 8 vouchers being used outside the city. Mr. Wuenschel responded that Section 8 vouchers can be used in all fifty states. The Section 8 lists are periodically closed. When the lists are again opened, busses come from other communities to obtain a Section 8 voucher, he said. Councillor Braude asked what determines the value of a Section 8 voucher. Mr. Wuenschel responded where the voucher is used. Councillor Born asked if a landlord is liable to take a Section 8 voucher. Mr. Wuenschel stated that landlords are not allowed to discriminate against Section 8 recipients.

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Councillor Born asked if the Housing Authority received the letter from the City Manger on the Preservation Act. Mr. Wuenschel responded in the negative. She stated that allegations from tax money is transferred to open space and affordable housing.

Councillor Braude stated that the Assistant City Manager for Fiscal Affairs to look into the issue of the city getting a disproportionate share of state funds if the City was to be one of the earliest adopters of the Community Preservation Act. Mr. Korman stated that there are no resources to deal with Section 8 discrimination. The lack of affordable housing can be dealt with as follows:

- Build more affordable housing;
- Take ownership of housing; and
- Make units more manageable.

There is a constituency that cannot be mobile; as follows:

- Homeless;
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This is a political question; the political leadership needs to step up to deal with the problem.

Councillor Decker stated that it is important for the City Council to contact people in the field to get the proper input in this matter. Affordable housing, she said, is a large policy issue. She asked if there is a regional group who meets on housing issues. Mr. Wuenschel responded in the affirmative.

Mr. Gottsche stated that HUD put out a poster which contained a shelter. The CHA and JAS have taken initiatives to deal with the homeless. Councillor Braude stated that the Community Preservation Act will bring all persons together. Mr. Wuenschel stated that public housing had enormous clout in the 1950's. Councillor Decker stated that there is a new organization, Association of Cambridge Neighborhoods, which received \$165,000 from Oaktree Development for affordable housing if the Association dropped its law suit. She asked the housing affiliates if the Association has contacted them. The response was negative.

Councillor Braude stated that the limited resources question is in the hands of the City Council. Mr. Wuenschel stated that the Affordable Housing Trust is efficient. Because of costs, the trust money buys less. He requested more funding to the trust.

Ms. Jameson stated that there is no easy solution. It is important to look at every piece to increase the housing stock.

Councillor Braude stated that in March the Housing Committee in conjunction with the Community Development Department will schedule meetings around the City to discuss the issue of access for housing, how to work the system, to get feed-back and to let people know that there is work being done on housing.

Mr. Daly informed the committee that pressure is coming with rising utility costs. Mr. Thomas stated that utility bills represent a huge increase for his population. Councillor Braude asked if there was anything at the state level for increased funding. The response was negative.

Councillor Braude thanked all who attended the meeting. The City Council, he said, is concerned with the big picture and with solutions.

At the conclusion of the meeting, a document entitled "What We Need"  
CHA/Cambridge Affordable Housing Corporation was distributed. **ATTACHMENT A.**

For the Committee,

*Jim Braude*

Councillor Jim Braude

Chair

*ey@de*

010207.HousingCommitteeReport

**'What we need': Cambridge Housing Authority/Cambridge Affordable Housing Corporation**

Non-profit developers in Cambridge are extremely fortunate to work in a community in which the City administration and City Council have undertaken extraordinary efforts – over the last five-plus years especially – to fund and otherwise support the preservation and development of affordable housing in the city. That support occurs in the context of a persistently tight housing market and a shortage of available sites, in which already limited opportunities for housing preservation and development will become even scarcer with time. Suggestions and possible steps to help deal with such daunting challenges follow.

- Increased funding for Cambridge Affordable Housing Trust. The unprecedented level of support allocated to CAHT over the past five years underlies much of the City's success in affordable housing preservation and development. As both land prices and construction costs continue to escalate, an even greater level of funding is needed if production levels of the past several years are to continue.

The Community Preservation Act enacted last year by the Massachusetts Legislature may offer some limited opportunity for increased funding of the Trust without impact on the City budget.

- Other City support: assistance in encouraging landlords to participate in CHA's Section 8 Program. Predictable tax abatements for low income units, both for private Section 8 landlords and non-profits, would provide an incentive for landlords to participate in the Section 8 program overseen by Cambridge Housing Authority, and would ease budget pressures on not-for-profit housing developers. City assistance with outreach to prospective Section 8 landlords, such as the letter recently sent to all property owners informing them of the Trust's activities and opportunities for charitable donation, could serve to broaden awareness of an existing and proven program.
- Section 8 Homeownership. Recent HUD regulatory changes intended to encourage homeownership among low income households allow Section 8 subsidies to be allocated to mortgage payments. Currently the gap that exists between supportable mortgage levels and housing acquisition costs in Cambridge is too large for a feasible program. Exploration of ways to reduce this gap has been undertaken in hopes that a Section 8 homeownership program could encourage affordable ownership.
- Enhanced partnerships. Harvard University has, within the last several years, undertaken a significant initiative to fund and encourage affordable housing production and innovation. Similar efforts from other institutional stakeholders, including MIT and Lesley, would enable existing efforts to be expanded. In the last month MIT announced its intention to acquire Technology Square from Beacon Capital Partners, Inc. The capacity to undertake such a major initiative underscores the ability of large institutions to likewise play a significant role in the development of housing for both students and faculty, as well as supporting affordable housing in the community at large.
- Support for 'tough-site' development and distribution of affordable units. The lack of sites available for new development in Cambridge is well known. In light of such an inherent, both financial and political support for housing development in under-utilized, or otherwise 'hard-to-develop' areas, is needed. The citywide zoning initiative currently under consideration recognizes this need, and appropriately encourages housing development in areas where previously it would not have been allowable under zoning.

High development costs also should not mean an inordinate amount of development in some areas of the city over others. Opportunities for development in neighborhoods with few affordable units – and the allocation of sufficient resources to make such opportunities feasible – is also an important consideration.

Amend P. 5 3<sup>rd</sup> 4M Sentence

Councillor Decker stated the Assoc. of Camb. Neighborhoods received a settlement from Oak Tree Dev. ~~The~~ <sup>Said amount is payable</sup> ~~135,000~~ is payable to the ACN ~~for the use of apartments~~ ~~separation~~ + ~~preservation of the Alewife area and may also~~.

→ ~~for~~ ~~total~~ 135,000 toward ~~at~~ the Alewife area and 160,000 for affordable housing preservation

Councillor Decker asked the members of the Aff. Housing trust if they were familiar w/ the agreement. The response was in the negative. Councillor D suggested they speak w/ the involved parties as it is another resource for affordable housing funds.

education. A line item in the state budget is needed to get funds for housing. He asked for support from the City Council on this matter. He commended the City Council, the City Manager, the Community Development Department and HRI for the number of rental property in the city.

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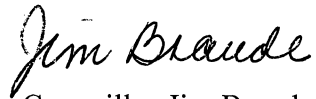
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For the Committee,



Councillor Jim Braude  
Chair



010207.HousingCommitteeReport

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# City of Cambridge

## HOUSING COMMITTEE MEMBERS

In City Council February 26, 2001

Councillor Jim Braude, Chair  
Councillor Kathleen Born  
Councillor Henrietta Davis  
Councillor Marjorie Decker  
Vice Mayor David Maher

The Housing Committee conducted a public meeting on Wednesday, February 7, 2001 at 4:09 p.m. in the Sullivan Chamber.

The purpose of the meeting was to receive information from the Affordable Housing providers on programs and issues for affordable housing in Cambridge.

Present at the meeting were Councillor Braude, Chair of the Committee, Vice Mayor Maher, Councillors Born, Davis, Decker, Toomey and Sullivan; Gordon Gottsche, Executive Director, Just A Start (JAS); Lorna Ferrier, Just A Start; Peter Daly, Executive Director, Homeowners Rehab, Inc. (HRI); Dan Wuenschel, Cambridge Housing Authority (CHA); Barbara Siegel, Community Legal Services and Counseling Center; Susan Keller, Planning and Real Estate, Harvard University; Darcy Jameson, Housing Director, Community Development Department (CDD); Elizabeth Sternberg, Housing Planner, Housing Planner, Community Development Department; Laura Booth, CEOC; Len Thomas, Cambridge Multi-Service Center; Henry Korman, Cambridge-Somerville Legal Services; and Donna P. Lopez, Deputy City Clerk.

Councillor Braude opened the meeting. He stated that the meeting would be informal. Despite the City's aggressive work on affordable housing, there is a huge amount of work yet to be done on housing, he said. A previous meeting was held which asked residents of the City what they believed needed to be done. The purpose of this meeting is to meet with the housing professionals. There are three issues before the City Council and he welcomed comments on these issues. The issues are:

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855

**Committee Report #1**

Committee Report from Councillor Jim Braude, Chair of the Housing Committee for a meeting held on February 7, 2001 for the purpose of receiving information from the Affordable Housing providers on programs and issues for affordable housing in Cambridge.

**In City Council February 26, 2001**

*Report accepted  
as amended.*

**PLACED ON FILE**