

F-1986

386



**CITY OF CAMBRIDGE
PUBLIC HEARING**

Pursuant to Ordinance Number 733 the City Council of the City of Cambridge will conduct a public hearing on Monday, October 27, 1986 at 6:00 p.m. in the Sullivan Chamber, City Hall, Cambridge, Massachusetts relative to the proposed lease of the city parking lot at the corner of Bishop Richard Allen Drive and Essex Street.

By order of the City Council,

Joseph E. Connarton
City Clerk

(C)Oct.23



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City Clerk

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CITY OF CAMBRIDGE
INTEROFFICE CORRESPONDENCE

To The Honorable, The City Council

Date October 17, 1986

From Joseph E. Connarton, City Clerk *JEC*

Reference

Subject Hearing relative to the proposed Schochet Associates development

Please be advised that I have been informed by the Community Development Department that the hearing previously scheduled for Monday, October 20, 1986 at 6:00 p.m. should be postponed for an additional week, due to the fact negotiations between the developer and the community are continuing.

Consequently, I have taken the liberty of placing this matter on the hearing schedule for Monday, October 27, 1986 at 6:00 p.m.

Thank you for your cooperation.

JEC/mh

Comm. from Joseph E. Connarton, City Clerk,
Re: postponing this evening's hearing on
the proposed Schochet Associates develop-
ment to October 27, 1986 at 6:00 p.m.

In City Council,

October 20, 1986

Placed on file

**AGREEMENT: AREA IV NEIGHBORHOOD COALITION
SCHOCHET ASSOCIATES / FEDERAL MANAGEMENT
CITY OF CAMBRIDGE**

Whereas: The Cambridge City Council, in deliberation of an Urban Development Action Grant, suggested that the Area IV Neighborhood Coalition review management practices of Schochet Associates and Federal Management Company and

Whereas: This review was requested by the City Council due to reported management difficulties resulting in legal action at Fresh Pond Apartments, 362 and 364 Rindge Ave., Cambridge, and

Whereas: The final UDAG contract and/or the lease of the parking lot between the City of Cambridge and Schochet Associates is contingent on the signing of this agreement by all parties and

Whereas: in the event the development receives a UDAG of \$1.5 million at one-half market interest rate, the project shall include fourteen (14) low-income units under Chapter 707 and ten (10) moderate income units; and in the event the development does not receive a UDAG, it shall include twenty-one (21) low and moderate income units;

Therefore: The following document has been developed to define conditions of the on-going relationships between the Area IV Neighborhood Coalition (neighborhood), Schochet Associates/Federal Management (developer/owner) and the City of Cambridge (city) regarding the proposed development project at 595 Massachusetts Avenue in Central Square.

Establishment of the Coordinating / Management Oversight Committee (C/MOC):

1. The aforementioned parties agree to the formation of a Coordinating / Management Oversight Committee (C/MOC) and to the provisions which follow. The C/MOC shall have the following membership:

- 1 representative chosen by non-market rate tenants;
- 1 representative chosen by market rate tenants;
- 1 neighborhood representative chosen by the Area IV Coalition (a neighborhood organization of residents of Area IV and human service agencies which is represented by an elected steering committee);
- 1 representative of the owner of the development;
- 1 representative of the owner's management company
- 1 representative from the City of Cambridge (government);
- 1 designee from the City of Cambridge Fair Housing Board (formally called the Cambridge Community Housing Resource Board -- CCHRB);

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SCHOCHET ASSOCIATES / FEDERAL MANAGEMENT
CITY OF CAMBRIDGE

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Meetings and Procedures of the C/MOC:

2. For an official meeting of the C/MOC to be held, all members must be notified in writing and five (5) of the above seven (7) members must be present to constitute a quorum. All members must be given at least five (5) working days' notice prior to the meeting date and at a time previously agreed to by all parties; however, on agreement by telephone of five (5) of seven (7) members, an emergency meeting may be held (such meeting would not constitute one of the two meetings required to resolve a dispute). All seven (7) members must be telephoned to request an emergency meeting.

3. Any member of the C/MOC may request a meeting. All mailings to committee members and reasonable costs associated with preparations for meetings shall be borne by the developer/owner.

4. The C/MOC will meet at least semi-annually, and more frequently at the call of any member of the Committee to consider any general issues of common interest to the Neighborhood, the Developer and/or the City of Cambridge (e.g. operational impacts of the development on neighbors or city services, delivery of city services to the neighborhood including the development, services within the development such as, but not limited to, rental receipts, eviction practices, necessary repairs and maintenance and construction). Specific landlord/tenant issues will be addressed as outlined in section 10 of this document. All parties agree to adhere to the unanimous consensus recommendations of the C/MOC.

5. If an issue develops between the neighborhood, tenants of the development, owner of the development or the City of Cambridge which cannot be resolved by unanimous consensus after reasonable good-faith efforts to do so in two (2) meetings of the C/MOC, such issues shall be referred to mediation or arbitration. The parties agree to make reasonable, good-faith efforts to complete the two meetings described above within twenty (20) calendar days from the date of the first written notice requesting a meeting on the issue.

6. The C/MOC shall designate, on a regular rotating basis, from among the members other than the developer's or the owner's management company's representative, a contact person to whom requests for meetings of the C/MOC and all notices from, to or among the groups and interests represented on the C/MOC shall be

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sent as a central clearing house. The contact person shall initiate the process of calling a meeting within three (3) days of receipt of request, notifying the owner's or management company's representatives to this committee first.

Mediation or Arbitration:

7. At the conclusion of the second meeting, if unanimous consensus has not been reached, two (2) members of the C/MOC may vote to request to refer the matter to mediation or arbitration, the fees and costs of which shall be borne by the owner of the development. If mediation does not resolve the issues, the option remains to refer the matter to arbitration within a reasonable amount of time. Any issue referred to arbitration must be resolved in accordance with the rules of the American Arbitration Association. All parties shall participate in good faith in arbitration and abide by results.

8. (a) The decision of the arbitrator so chosen will be binding upon the owner of the development, the Area IV Coalition and the City of Cambridge. The arbitrator may require the owner to post a bond to guarantee compliance with the arbitrator's decision; said bond to be forfeited to the City of Cambridge in the event of non-compliance. Either party may request the arbitrator to make a finding as to whether the issue referred to arbitration or the request for arbitration has been brought frivolously or in a harassing manner. If the arbitrator finds that the issue referred to arbitration or the request for arbitration has been brought frivolously or in a harassing manner, a vote of five (5) members of the C/MOC may remove any member(s) responsible and request that the groups they represent replace them on the C/MOC.

(b) In the event of non-compliance, a court of competent jurisdiction shall have full legal and equitable authority to enforce these provisions; and the parties agree that if violation of these provisions irreparably harms the city, the owner, the neighborhood and the residents, that injunctive relief is necessary and appropriate to protect and enforce the rights and duties set forth in this document.

9. Should any party to this agreement not abide by the results of arbitration, any other party to this agreement may pursue legal remedies to enforce the arbitration result. In the event that such legal action is undertaken, and that the party seeking enforcement substantially prevails, in addition to all other remedies available, the developer shall pay reasonable attorneys' fees and costs to the prevailing parties, unless the developer is the prevailing party, all as prescribed by the court under law.

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SCHOCHET ASSOCIATES / FEDERAL MANAGEMENT
CITY OF CAMBRIDGE

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Specific, Individual Landlord-Tenant Issues

10. The existence of the C/MOC and of the contact person as well as the functions of both and the mechanism by which each can be contacted will be clearly and prominently explained in a lease rider attached to all residential leases in the development. The name, address and phone number of the currently designated contact person will be prominently displayed in the management office at which rent receipts will be available for tenants in the development. The owner will notify on an annual basis all tenants by mail of the existence and function of the C/MOC.

11. Except as otherwise specified in this agreement, or as agreed to by five (5) of the seven (7) members of the C/MOC, the lease form used at the development will be the standard lease form of the Greater Boston Rental Housing Association with appropriate modifications outlined in section 10 above. It is also recognized that the Cambridge Housing Authority may require a different lease form for their units.

12. The owner/landlord agrees to:

a) Simultaneous delivery of a copy of any notice to or from a tenant (concerning any default under the lease or condition which could become a default including Notice to Quit or Summary Process Complaint) to the contact person so that the contact person can attempt to avoid or minimize any dispute through direct contact with the parties, or determine that the issue presented is more general and has either already been discussed or warrants discussion by the C/M.O.C. An emergency meeting can be utilized as described above to determine further appropriate action.

b) Initial notice from owner/landlord will state in cases of default (except for non-payment of rent) that unless default is corrected within ten (10) business days, Notice to Quit may be served to commence eviction proceedings, unless the default interferes with other tenants or is causing or threatens to cause damage to the building, in which case such period shall be no less than three (3) business days.

c) Except for non-payment of rent, no Notice to Quit or other legal action will be initiated by owner/landlord if default is corrected within such ten (10) or such three (3) business days as the case may be.

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d) Landlord's representative will meet with the contact person upon two (2) days' notice to attempt in good faith to resolve any default through direct discussions or mediation by a disinterested professional mediator, but no such discussion or mediation will affect the legal rights of either party or delay any Summary Process proceeding.

Agreement Binding On All Parties:

13. This agreement and its attachments will be binding upon the owner, its agents, employees, contractors and successors in interest as well as upon the Area IV Coalition and the City of Cambridge.

14. The length of this agreement shall be from the date of signature through the first twenty (20) years of full operation of the development (residents living in the housing). If after the first seven (7) years of such full operation, the C/MOC does not serve a useful function, the then current members, with agreement from the groups they represent, can agree to disband the C/MOC. The C/MOC can be thereafter reconstituted at the request of any of the tenant groups (market, neighborhood or Cambridge Housing Authority).

The parties represented below agree to abide by the conditions and procedures set forth in this document:

Area IV Neighborhood Coalition

City of Cambridge

Schochet Associates/Federal Management

Date signed:

**AGREEMENT: AREA IV NEIGHBORHOOD COALITION
SCHOCHET ASSOCIATES / FEDERAL MANAGEMENT
CITY OF CAMBRIDGE**

Whereas: The Cambridge City Council, in deliberation of an Urban Development Action Grant, suggested that the Area IV Neighborhood Coalition review management practices of Schochet Associates and Federal Management Company and

Whereas: This review was requested by the City Council due to reported management difficulties resulting in legal action at Fresh Pond Apartments, 362 and 364 Rindge Ave., Cambridge, and

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City of Cambridge

Schochet Associates/Federal Management

Date signed:

Attn. of: _____

CERTIFIED

this is your advertisement from

The Boston Globe

of Sat 10/18

appearing in classification

legal notice

miss Simon

Classified Advertising

CITY OF CAMBRIDGE —
Public Hearing. Pursuant
to Ordinance Number 733
the City Council of the
City of Cambridge will
conduct a public hearing
on Monday, October 27,
1986 at 6:00 p.m. in the
Sullivan Chamber, City
Hall, Cambridge, Mass-
achusetts relative to the
proposed lease of the city
parking lot at the corner
of Bishop Richard Allen
Drive and Essex Street.
By order of the City Coun-
cil, Joseph E. Connarton
City Clerk.



City of Cambridge

Agenda Item No. 3

IN CITY COUNCIL

October 27, 1986

- WHEREAS: The City of Cambridge is committed to supporting the construction of housing for low and moderate income persons; and
- WHEREAS: Schochet Associates, a real estate developer, has proposed the construction of a mixed use project in Central Square containing 82 rental housing units, several of which will be subsidized and made available at rents affordable by persons of low and moderate income; and
- WHEREAS: This project requires the use of land located at the corner of Bishop Allen Drive and Essex Street which is owned by the City of Cambridge and utilized as a metered parking lot containing eighteen spaces; and
- WHEREAS: Schochet Associates has made an offer to lease said parking lot for construction of the subject project and the City of Cambridge is desirous of accepting said offer in the furtherance of its goals to construct low and moderate income housing; and
- WHEREAS: City Ordinance 733 requires that certain procedures be undertaken prior to approving the disposition of public land including a review by the Planning Board and a public hearing to be held by City Council; and
- WHEREAS: The Planning Board has submitted a report and recommended that the subject land be leased to Schochet Associates for the purpose of constructing a mixed use project containing 82 rental housing units, several of which will be subsidized, 15,000 square feet of ground floor retail space, and 30,000 square feet of office space; and
- WHEREAS: A duly noticed public hearing on the offer to lease was held on October 27, 1986; and
- WHEREAS: The City of Cambridge submitted an Urban Development Action Grant (UDAG) application to the U.S. Department of Housing and Urban Development (HUD) to assist the subject project, however it is not yet known if the application will be approved; and

WHEREAS: The terms and conditions for a lease will vary depending on whether HUD approves the UDAG application and participates in the project.

NOW, THEREFORE, BE IT

ORDERED: That the City Council of the City of Cambridge does hereby authorize the City Manager to enter into a lease agreement with Schochet Associates for the conveyance of a parcel of land containing 6,210+ square feet of land located at the corner of Bishop Allen Drive and Essex Street and as described in a deed recorded with the Middlesex South District Registry of Deeds in Book 8899, Page 598 from Harvard Trust Company and Samuel J. Kelley as trustees to the City of Cambridge, and be it further

ORDERED: That said lease agreement shall be executed in full compliance with all appropriate State, Federal and local laws and regulations and shall contain the following terms and conditions depending on the final outcome of said UDAG application:

A. If said UDAG application is approved by HUD and utilized for the subject project, the lease agreement shall contain the following terms and conditions:

1. Length of Lease: A term not to exceed 99 years with an option to renew.
2. Fee: One Dollar (\$1.00) per year.
3. Parking: Eighteen (18) parking spaces shall be set aside in the project's parking structure and made available to the general public at rates equivalent to City parking meters.
4. Housing: Fourteen (14) housing units (type and size to be negotiated) shall be reserved by Schochet Associates to be administered by the Cambridge Housing Authority under the Massachusetts Section 707 program. These units shall be provided as long as the Section 707 program or equivalent subsidy program is available up to a maximum period of twenty (20) years. Ten (10) additional housing units (type and size to be negotiated) shall be provided by the developer at rents not to exceed 50% of published market rents for the same type units

in the project. Tenants for these units shall be required to demonstrate an economic need for such units and shall be selected through a process to be established by cooperative agreement between the developer and the Area Four Coalition. Seven (7) of these "50%" units shall be so subsidized for a period of twenty (20) years. Three (3) of these "50%" units shall be so subsidized for the entire term of the lease.

5. Design Review: The subject project shall be constructed in accordance with the design which is shown and described in a set of plans prepared by Hoskins, Scott, Taylor and Partners, Inc. dated April 28, 1986. Further, Schochet Associates shall follow a design review process to be set up by the Community Development Department with final design of the project requiring approval of said Department.
- B. If said UDAG application is not approved by HUD and utilized for the subject project, the lease agreement shall contain the following terms and conditions:
1. Length of Lease: A term not to exceed 99 years with an option to renew.
 2. Fee: As consideration for the lease, Schochet Associates shall provide three (3) housing units (type and size to be negotiated) at rents not to exceed 50% of published market rents for the same type units in the project. These units shall be so subsidized for the entire term of the lease.
 3. Parking: Eighteen (18) parking spaces shall be set aside in the project's parking structure and made available to the general public at rates equivalent to City parking meters.
 4. Housing: Eighteen (18) housing units (type and size to be negotiated) shall be provided by Schochet Associates in the subject project at subsidized rates. Some of these units shall be reserved for and be administered by the Cambridge Housing Authority under the Massachusetts Section 707 program and some of the units shall be provided at rents not to exceed "50%" of published market rates for the same type units in the project. The actual mix of Section 707 and "50%" units shall be

determined through negotiation. The Section 707 units shall be provided as long as the Section 707 or equivalent subsidy program is available up to a maximum of twenty (20) years. The "50%" units shall be provided for a period of twenty (20) years. Tenants for the "50%" units as well as the three units provided as a lease fee shall be required to demonstrate an economic need for the units and shall be selected through a process to be established by cooperative agreement between the developer and the Area Four Coalition.

5. Design Review: The subject project shall be constructed in accordance with the design which is shown and described in a set of plans prepared by Hoskins, Scott, Taylor and Partners, Inc. dated April 28, 1986. Further, Schochet Associates shall follow a design review process to be set up by the Community Development Department with final design of the project requiring approval of said Department.

In City Council October 27, 1986.

Adopted by a yea and nay vote:-

Yeas 8; Nays 1; Absent 0.

Attest:- Joseph E. Connarton, City Clerk.

A true copy

ATTEST:-

Joseph E. Connarton, City Clerk.

**AGREEMENT: AREA IV NEIGHBORHOOD COALITION
SCHOCHET ASSOCIATES / FEDERAL MANAGEMENT
CITY OF CAMBRIDGE**

Whereas: The Cambridge City Council, in deliberation of an Urban Development Action Grant, suggested that the Area IV Neighborhood Coalition review management practices of Schochet Associates and Federal Management Company and

Whereas: This review was requested by the City Council due to reported management difficulties resulting in legal action at Fresh Pond Apartments, 362 and 364 Rindge Ave., Cambridge, and

Whereas: The final UDAG contract and/or the lease of the parking lot between the City of Cambridge and Schochet Associates is contingent on the signing of this agreement by all parties;

Therefore: The following document has been developed to define conditions of the on-going relationships between the Area IV Neighborhood Coalition (neighborhood), Schochet Associates/Federal Management (developer/owner) and the City of Cambridge (city) regarding the proposed development project at 595 Massachusetts Avenue in Central Square.

Establishment of the Coordinating / Management Oversight Committee (C/MOC):

1. The aforementioned parties agree to the formation of a Coordinating / Management Oversight Committee (C/MOC) and to the provisions which follow. The C/MOC shall have the following membership:

- 1 representative chosen by non-market rate tenants;
- 1 representative chosen by market rate tenants;
- 1 neighborhood representative chosen by the Area IV Coalition (a neighborhood organization of residents of Area IV and human service agencies which is represented by an elected steering committee);
- 1 representative of the owner of the development;
- 1 representative of the owner's management company
- 1 representative from the City of Cambridge (government);
- 1 designee from the City of Cambridge Fair Housing Board;

**AGREEMENT: AREA IV NEIGHBORHOOD COALITION
SCHOCHET ASSOCIATES / FEDERAL MANAGEMENT
CITY OF CAMBRIDGE**

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Meetings and Procedures of the C/MOC:

2. For an official meeting of the C/MOC to be held, all members must be notified in writing and five (5) of the above seven (7) members must be present to constitute a quorum. All members must be given at least five (5) working days' notice prior to the meeting date and at a time previously agreed to by all parties; however, on agreement by telephone of five (5) of seven (7) members, an emergency meeting may be held (such meeting would not constitute one of the two meetings required to resolve a dispute). All seven (7) members must be telephoned to request an emergency meeting.

3. Any member of the C/MOC may request a meeting. All mailings to committee members and reasonable costs associated with preparations for meetings shall be borne by the developer/owner.

4. The C/MOC will meet at least semi-annually, and more frequently at the call of any member of the Committee to consider any general issues of common interest to the Neighborhood, the Developer and/or the City of Cambridge (e.g. operational impacts of the development on neighbors or city services, delivery of city services to the neighborhood including the development, services within the development such as, but not limited to, rental receipts, eviction practices, necessary repairs and maintenance and construction). Specific landlord/tenant issues will be addressed as outlined in section 10 of this document. All parties agree to adhere to the unanimous consensus recommendations of the C/MOC.

5. If an issue develops between the neighborhood, tenants of the development, owner of the development or the City of Cambridge which cannot be resolved by unanimous consensus after reasonable good-faith efforts to do so in two (2) meetings of the C/MOC, such issues shall be referred to mediation or arbitration. The parties agree to make reasonable, good-faith efforts to complete the two meetings described above within twenty (20) calendar days from the date of the first written notice requesting a meeting on the issue.

6. The C/MOC shall designate, on a regular rotating basis, from among the members other than the developer's or the owner's management company's representative; a contact person to whom requests for meetings of the C/MOC and all notices from, to or among the groups and interests represented on the C/MOC shall be

**AGREEMENT: AREA IV NEIGHBORHOOD COALITION
SCHOCHET ASSOCIATES / FEDERAL MANAGEMENT
CITY OF CAMBRIDGE**

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sent as a central clearing house. The contact person shall initiate the process of calling a meeting within three (3) days of receipt of request, notifying the owner's or management company's representatives to this committee first.

Mediation or Arbitration:

7. At the conclusion of the second meeting, if unanimous consensus has not been reached, two (2) members of the C/MOC may vote to request to refer the matter to mediation or arbitration, the fees and costs of which shall be borne by the owner of the development. If mediation does not resolve the issues, the option remains to refer the matter to arbitration within a reasonable amount of time. Any issue referred to arbitration must be resolved in accordance with the rules of the American Arbitration Association. All parties shall participate in good faith in arbitration and abide by results.

8. (a) The decision of the arbitrator so chosen will be binding upon the owner of the development, the Area IV Coalition and the City of Cambridge. The arbitrator may require the owner to post a bond to guarantee compliance with the arbitrator's decision; said bond to be forfeited to the City of Cambridge. Either party may request the arbitrator to make a finding as to whether the issue referred to arbitration or the request for arbitration has been brought frivolously or in a harassing manner. If the arbitrator finds that the issue referred to arbitration or the request for arbitration has been brought frivolously or in a harassing manner, a vote of five (5) members of the C/MOC may remove any member(s) responsible and request that the groups they represent replace them on the C/MOC.

(b) In the event of non-compliance, a court of competent jurisdiction shall have full legal and equitable authority to enforce these provisions; and the parties agree that if violation of these provisions irreparably harms the city, the owner, the neighborhood and the residents, that injunctive relief is necessary and appropriate to protect and enforce the rights and duties set forth in this document.

9. Should any party to this agreement not abide by the results of arbitration, any other party to this agreement may pursue legal remedies to enforce the arbitration result. In the event that such legal action is undertaken, and that the party seeking enforcement substantially prevails, in addition to all other remedies available, the developer shall pay reasonable attorneys' fees and costs to the prevailing parties, unless the developer is the prevailing party, all as prescribed by the court under law.

**AGREEMENT: AREA IV NEIGHBORHOOD COALITION
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CITY OF CAMBRIDGE**

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Specific, Individual Landlord-Tenant Issues

10. The existence of the C/MOC and of the contact person as well as the functions of both and the mechanism by which each can be contacted will be clearly and prominently explained in a lease rider attached to all residential leases in the development. The name, address and phone number of the currently designated contact person will be prominently displayed in the management office at which rent receipts will be available for tenants in the development. The owner will notify on an annual basis all tenants by mail of the existence and function of the C/MOC.

11. Except as otherwise specified in this agreement, or as agreed to by five (5) of the seven (7) members of the C/MOC, the lease form used at the development will be the standard lease form of the Greater Boston Rental Housing Association with appropriate modifications outlined in section 10 above. It is also recognized that the Cambridge Housing Authority may require a different lease form for their units.

12. The owner/landlord agrees to:

a) Simultaneous delivery of a copy of any notice to or from a tenant (concerning any default under the lease or condition which could become a default including Notice to Quit or Summary Process Complaint) to the contact person so that the contact person can attempt to avoid or minimize any dispute through direct contact with the parties, or determine that the issue presented is more general and has either already been discussed or warrants discussion by the C/M.O.C. An emergency meeting can be utilized as described above to determine further appropriate action.

b) Initial notice from owner/landlord will state in cases of default (except for non-payment of rent) that unless default is corrected within ten (10) business days, Notice to Quit may be served to commence eviction proceedings, unless the default interferes with other tenants or is causing or threatens to cause damage to the building, in which case such period shall be no less than three (3) business days.

c) Except for non-payment of rent, no Notice to Quit or other legal action will be initiated by owner/landlord if default is corrected within such ten (10) or such three (3) business days as the case may be.

**AGREEMENT: AREA IV NEIGHBORHOOD COALITION
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d) Landlord's representative will meet with the contact person upon two (2) days' notice to attempt in good faith to resolve any default through direct discussions or mediation by a disinterested professional mediator, but no such discussion or mediation will affect the legal rights of either party or delay any Summary Process proceeding.

Agreement Binding On All Parties:

13. This agreement and its attachments will be binding upon the owner, its agents, employees, contractors and successors in interest as well as upon the Area IV Coalition and the City of Cambridge.

14. The length of this agreement shall be from the date of signature through the first twenty (20) years of full operation of the development (residents living in the housing). If after the first seven (7) years of such full operation, the C/MOC does not serve a useful function, the then current members, with agreement from the groups they represent, can agree to disband the C/MOC. The C/MOC can be thereafter reconstituted at the request of any of the tenant groups (market, neighborhood or Cambridge Housing Authority).

The parties represented below agree to abide by the conditions and procedures set forth in this document:

Area IV Neighborhood Coalition

City of Cambridge

Schochet Associates/Federal Management

Date signed:



City of Cambridge

Agenda Item No. 3

IN CITY COUNCIL

October 27, 1986

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- WHEREAS:** City Ordinance 733 requires that certain procedures be undertaken prior to approving the disposition of public land including a review by the Planning Board and a public hearing to be held by City Council; and
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5. Design Review: The subject project shall be constructed in accordance with the design which is shown and described in a set of plans prepared by Hoskins, Scott, Taylor and Partners, Inc. dated April 28, 1986. Further, Schochet Associates shall follow a design review process to be set up by the Community Development Department with final design of the project requiring approval of said Department.
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In City Council October 27, 1986.

Adopted by a yea and nay vote:-

Yeas 8; Nays 1; Absent 0.

Attest:- Joseph E. Connarton, City Clerk.

A true copy

ATTEST:-

Joseph E. Connarton, City Clerk.

**AGREEMENT: AREA IV NEIGHBORHOOD COALITION
SCHOCHET ASSOCIATES / FEDERAL MANAGEMENT
CITY OF CAMBRIDGE**

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- 1 representative chosen by market rate tenants;
- 1 neighborhood representative chosen by the Area IV Coalition (a neighborhood organization of residents of Area IV and human service agencies which is represented by an elected steering committee);
- 1 representative of the owner of the development;
- 1 representative of the owner's management company
- 1 representative from the City of Cambridge (government);
- 1 designee from the City of Cambridge Fair Housing Board;

**AGREEMENT: AREA IV NEIGHBORHOOD COALITION
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Meetings and Procedures of the C/MOC:

2. For an official meeting of the C/MOC to be held, all members must be notified in writing and five (5) of the above seven (7) members must be present to constitute a quorum. All members must be given at least five (5) working days' notice prior to the meeting date and at a time previously agreed to by all parties; however, on agreement by telephone of five (5) of seven (7) members, an emergency meeting may be held (such meeting would not constitute one of the two meetings required to resolve a dispute). All seven (7) members must be telephoned to request an emergency meeting.

3. Any member of the C/MOC may request a meeting. All mailings to committee members and reasonable costs associated with preparations for meetings shall be borne by the developer/owner.

4. The C/MOC will meet at least semi-annually, and more frequently at the call of any member of the Committee to consider any general issues of common interest to the Neighborhood, the Developer and/or the City of Cambridge (e.g. operational impacts of the development on neighbors or city services, delivery of city services to the neighborhood including the development, services within the development such as, but not limited to, rental receipts, eviction practices, necessary repairs and maintenance and construction). Specific landlord/tenant issues will be addressed as outlined in section 10 of this document. All parties agree to adhere to the unanimous consensus recommendations of the C/MOC.

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7. At the conclusion of the second meeting, if unanimous consensus has not been reached, two (2) members of the C/MOC may vote to request to refer the matter to mediation or arbitration, the fees and costs of which shall be borne by the owner of the development. If mediation does not resolve the issues, the option remains to refer the matter to arbitration within a reasonable amount of time. Any issue referred to arbitration must be resolved in accordance with the rules of the American Arbitration Association. All parties shall participate in good faith in arbitration and abide by results.

8. (a) The decision of the arbitrator so chosen will be binding upon the owner of the development, the Area IV Coalition and the City of Cambridge. The arbitrator may require the owner to post a bond to guarantee compliance with the arbitrator's decision; said bond to be forfeited to the City of Cambridge. Either party may request the arbitrator to make a finding as to whether the issue referred to arbitration or the request for arbitration has been brought frivolously or in a harassing manner. If the arbitrator finds that the issue referred to arbitration or the request for arbitration has been brought frivolously or in a harassing manner, a vote of five (5) members of the C/MOC may remove any member(s) responsible and request that the groups they represent replace them on the C/MOC.

(b) In the event of non-compliance, a court of competent jurisdiction shall have full legal and equitable authority to enforce these provisions; and the parties agree that if violation of these provisions irreparably harms the city, the owner, the neighborhood and the residents, that injunctive relief is necessary and appropriate to protect and enforce the rights and duties set forth in this document.

9. Should any party to this agreement not abide by the results of arbitration, any other party to this agreement may pursue legal remedies to enforce the arbitration result. In the event that such legal action is undertaken, and that the party seeking enforcement substantially prevails, in addition to all other remedies available, the developer shall pay reasonable attorneys' fees and costs to the prevailing parties, unless the developer is the prevailing party, all as prescribed by the court under law.

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d) Landlord's representative will meet with the contact person upon two (2) days' notice to attempt in good faith to resolve any default through direct discussions or mediation by a disinterested professional mediator, but no such discussion or mediation will affect the legal rights of either party or delay any Summary Process proceeding.

Agreement Binding On All Parties:

13. This agreement and its attachments will be binding upon the owner, its agents, employees, contractors and successors in interest as well as upon the Area IV Coalition and the City of Cambridge.

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City of Cambridge

Schochet Associates/Federal Management

Date signed:



City of Cambridge

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- WHEREAS: The Planning Board has submitted a report and recommended that the subject land be leased to Schochet Associates for the purpose of constructing a mixed use project containing 82 rental housing units, several of which will be subsidized, 15,000 square feet of ground floor retail space, and 30,000 square feet of office space; and
- WHEREAS: A duly noticed public hearing on the offer to lease was held on October 27, 1986; and
- WHEREAS: The City of Cambridge submitted an Urban Development Action Grant (UDAG) application to the U.S. Department of Housing and Urban Development (HUD) to assist the subject project, however it is not yet known if the application will be approved; and

WHEREAS: The terms and conditions for a lease will vary depending on whether HUD approves the UDAG application and participates in the project.

NOW, THEREFORE, BE IT

ORDERED: That the City Council of the City of Cambridge does hereby authorize the City Manager to enter into a lease agreement with Schochet Associates for the conveyance of a parcel of land containing 6,210+ square feet of land located at the corner of Bishop Allen Drive and Essex Street and as described in a deed recorded with the Middlesex South District Registry of Deeds in Book 8899, Page 598 from Harvard Trust Company and Samuel J. Kelley as trustees to the City of Cambridge, and be it further

ORDERED: That said lease agreement shall be executed in full compliance with all appropriate State, Federal and local laws and regulations and shall contain the following terms and conditions depending on the final outcome of said UDAG application:

- A. If said UDAG application is approved by HUD and utilized for the subject project, the lease agreement shall contain the following terms and conditions:
1. Length of Lease: A term not to exceed 99 years with an option to renew.
 2. Fee: One Dollar (\$1.00) per year.
 3. Parking: Eighteen (18) parking spaces shall be set aside in the project's parking structure and made available to the general public at rates equivalent to City parking meters.
 4. Housing: Fourteen (14) housing units (type and size to be negotiated) shall be reserved by Schochet Associates to be administered by the Cambridge Housing Authority under the Massachusetts Section 707 program. These units shall be provided as long as the Section 707 program or equivalent subsidy program is available up to a maximum period of twenty (20) years. Ten (10) additional housing units (type and size to be negotiated) shall be provided by the developer at rents not to exceed 50% of published market rents for the same type units

in the project. Tenants for these units shall be required to demonstrate an economic need for such units and shall be selected through a process to be established by cooperative agreement between the developer and the Area Four Coalition. Seven (7) of these "50%" units shall be so subsidized for a period of twenty (20) years. Three (3) of these "50%" units shall be so subsidized for the entire term of the lease.

5. Design Review: The subject project shall be constructed in accordance with the design which is shown and described in a set of plans prepared by Hoskins, Scott, Taylor and Partners, Inc. dated April 28, 1986. Further, Schochet Associates shall follow a design review process to be set up by the Community Development Department with final design of the project requiring approval of said Department.
- B. If said UDAG application is not approved by HUD and utilized for the subject project, the lease agreement shall contain the following terms and conditions:
1. Length of Lease: A term not to exceed 99 years with an option to renew.
 2. Fee: As consideration for the lease, Schochet Associates shall provide three (3) housing units (type and size to be negotiated) at rents not to exceed 50% of published market rents for the same type units in the project. These units shall be so subsidized for the entire term of the lease.
 3. Parking: Eighteen (18) parking spaces shall be set aside in the project's parking structure and made available to the general public at rates equivalent to City parking meters.
 4. Housing: Eighteen (18) housing units (type and size to be negotiated) shall be provided by Schochet Associates in the subject project at subsidized rates. Some of these units shall be reserved for and be administered by the Cambridge Housing Authority under the Massachusetts Section 707 program and some of the units shall be provided at rents not to exceed "50%" of published market rates for the same type units in the project. The actual mix of Section 707 and "50%" units shall be

determined through negotiation. The Section 707 units shall be provided as long as the Section 707 or equivalent subsidy program is available up to a maximum of twenty (20) years. The "50%" units shall be provided for a period of twenty (20) years. Tenants for the "50%" units as well as the three units provided as a lease fee shall be required to demonstrate an economic need for the units and shall be selected through a process to be established by cooperative agreement between the developer and the Area Four Coalition.

5. Design Review: The subject project shall be constructed in accordance with the design which is shown and described in a set of plans prepared by Hoskins, Scott, Taylor and Partners, Inc. dated April 28, 1986. Further, Schochet Associates shall follow a design review process to be set up by the Community Development Department with final design of the project requiring approval of said Department.

In City Council October 27, 1986.

Adopted by a yea and nay vote:-

Yeas 8; Nays 1; Absent 0.

Attest:- Joseph E. Connarton, City Clerk.

A true copy

ATTEST:-

Joseph E. Connarton, City Clerk.

**AGREEMENT: AREA IV NEIGHBORHOOD COALITION
SCHOCHET ASSOCIATES / FEDERAL MANAGEMENT
CITY OF CAMBRIDGE**

Whereas: The Cambridge City Council, in deliberation of an Urban Development Action Grant, suggested that the Area IV Neighborhood Coalition review management practices of Schochet Associates and Federal Management Company and

Whereas: This review was requested by the City Council due to reported management difficulties resulting in legal action at Fresh Pond Apartments, 362 and 364 Rindge Ave., Cambridge, and

Whereas: The final UDAG contract and/or the lease of the parking lot between the City of Cambridge and Schochet Associates is contingent on the signing of this agreement by all parties;

Therefore: The following document has been developed to define conditions of the on-going relationships between the Area IV Neighborhood Coalition (neighborhood), Schochet Associates/Federal Management (developer/owner) and the City of Cambridge (city) regarding the proposed development project at 595 Massachusetts Avenue in Central Square.

**Establishment of the Coordinating / Management Oversight
Committee (C/MOC):**

1. The aforementioned parties agree to the formation of a Coordinating / Management Oversight Committee (C/MOC) and to the provisions which follow. The C/MOC shall have the following membership:

- 1 representative chosen by non-market rate tenants;
- 1 representative chosen by market rate tenants;
- 1 neighborhood representative chosen by the Area IV Coalition (a neighborhood organization of residents of Area IV and human service agencies which is represented by an elected steering committee);
- 1 representative of the owner of the development;
- 1 representative of the owner's management company
- 1 representative from the City of Cambridge (government);
- 1 designee from the City of Cambridge Fair Housing Board;

AGREEMENT: AREA IV NEIGHBORHOOD COALITION
SCHOCHET ASSOCIATES / FEDERAL MANAGEMENT
CITY OF CAMBRIDGE

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Meetings and Procedures of the C/MOC:

2. For an official meeting of the C/MOC to be held, all members must be notified in writing and five (5) of the above seven (7) members must be present to constitute a quorum. All members must be given at least five (5) working days' notice prior to the meeting date and at a time previously agreed to by all parties; however, on agreement by telephone of five (5) of seven (7) members, an emergency meeting may be held (such meeting would not constitute one of the two meetings required to resolve a dispute). All seven (7) members must be telephoned to request an emergency meeting.

3. Any member of the C/MOC may request a meeting. All mailings to committee members and reasonable costs associated with preparations for meetings shall be borne by the developer/owner.

4. The C/MOC will meet at least semi-annually, and more frequently at the call of any member of the Committee to consider any general issues of common interest to the Neighborhood, the Developer and/or the City of Cambridge (e.g. operational impacts of the development on neighbors or city services, delivery of city services to the neighborhood including the development, services within the development such as, but not limited to, rental receipts, eviction practices, necessary repairs and maintenance and construction). Specific landlord/tenant issues will be addressed as outlined in section 10 of this document. All parties agree to adhere to the unanimous consensus recommendations of the C/MOC.

5. If an issue develops between the neighborhood, tenants of the development, owner of the development or the City of Cambridge which cannot be resolved by unanimous consensus after reasonable good-faith efforts to do so in two (2) meetings of the C/MOC, such issues shall be referred to mediation or arbitration. The parties agree to make reasonable, good-faith efforts to complete the two meetings described above within twenty (20) calendar days from the date of the first written notice requesting a meeting on the issue.

6. The C/MOC shall designate, on a regular rotating basis, from among the members other than the developer's or the owner's management company's representative, a contact person to whom requests for meetings of the C/MOC and all notices from, to or among the groups and interests represented on the C/MOC shall be

AGREEMENT: AREA IV NEIGHBORHOOD COALITION
SCHOCHET ASSOCIATES / FEDERAL MANAGEMENT
CITY OF CAMBRIDGE

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sent as a central clearing house. The contact person shall initiate the process of calling a meeting within three (3) days of receipt of request, notifying the owner's or management company's representatives to this committee first.

Mediation or Arbitration:

7. At the conclusion of the second meeting, if unanimous consensus has not been reached, two (2) members of the C/MOC may vote to request to refer the matter to mediation or arbitration, the fees and costs of which shall be borne by the owner of the development. If mediation does not resolve the issues, the option remains to refer the matter to arbitration within a reasonable amount of time. Any issue referred to arbitration must be resolved in accordance with the rules of the American Arbitration Association. All parties shall participate in good faith in arbitration and abide by results.

8. (a) The decision of the arbitrator so chosen will be binding upon the owner of the development, the Area IV Coalition and the City of Cambridge. The arbitrator may require the owner to post a bond to guarantee compliance with the arbitrator's decision; said bond to be forfeited to the City of Cambridge. Either party may request the arbitrator to make a finding as to whether the issue referred to arbitration or the request for arbitration has been brought frivolously or in a harassing manner. If the arbitrator finds that the issue referred to arbitration or the request for arbitration has been brought frivolously or in a harassing manner, a vote of five (5) members of the C/MOC may remove any member(s) responsible and request that the groups they represent replace them on the C/MOC.

(b) In the event of non-compliance, a court of competent jurisdiction shall have full legal and equitable authority to enforce these provisions; and the parties agree that if violation of these provisions irreparably harms the city, the owner, the neighborhood and the residents, that injunctive relief is necessary and appropriate to protect and enforce the rights and duties set forth in this document.

9. Should any party to this agreement not abide by the results of arbitration, any other party to this agreement may pursue legal remedies to enforce the arbitration result. In the event that such legal action is undertaken, and that the party seeking enforcement substantially prevails, in addition to all other remedies available, the developer shall pay reasonable attorneys' fees and costs to the prevailing parties, unless the developer is the prevailing party, all as prescribed by the court under law.

AGREEMENT: AREA IV NEIGHBORHOOD COALITION
SCHOCHET ASSOCIATES / FEDERAL MANAGEMENT
CITY OF CAMBRIDGE

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Specific, Individual Landlord-Tenant Issues

10. The existence of the C/MOC and of the contact person as well as the functions of both and the mechanism by which each can be contacted will be clearly and prominently explained in a lease rider attached to all residential leases in the development. The name, address and phone number of the currently designated contact person will be prominently displayed in the management office at which rent receipts will be available for tenants in the development. The owner will notify on an annual basis all tenants by mail of the existence and function of the C/MOC.

11. Except as otherwise specified in this agreement, or as agreed to by five (5) of the seven (7) members of the C/MOC, the lease form used at the development will be the standard lease form of the Greater Boston Rental Housing Association with appropriate modifications outlined in section 10 above. It is also recognized that the Cambridge Housing Authority may require a different lease form for their units.

12. The owner/landlord agrees to:

a) Simultaneous delivery of a copy of any notice to or from a tenant (concerning any default under the lease or condition which could become a default including Notice to Quit or Summary Process Complaint) to the contact person so that the contact person can attempt to avoid or minimize any dispute through direct contact with the parties, or determine that the issue presented is more general and has either already been discussed or warrants discussion by the C/M.O.C. An emergency meeting can be utilized as described above to determine further appropriate action.

b) Initial notice from owner/landlord will state in cases of default (except for non-payment of rent) that unless default is corrected within ten (10) business days, Notice to Quit may be served to commence eviction proceedings, unless the default interferes with other tenants or is causing or threatens to cause damage to the building, in which case such period shall be no less than three (3) business days.

c) Except for non-payment of rent, no Notice to Quit or other legal action will be initiated by owner/landlord if default is corrected within such ten (10) or such three (3) business days as the case may be.

**AGREEMENT: AREA IV NEIGHBORHOOD COALITION
SCHOCHET ASSOCIATES / FEDERAL MANAGEMENT
CITY OF CAMBRIDGE**

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d) Landlord's representative will meet with the contact person upon two (2) days' notice to attempt in good faith to resolve any default through direct discussions or mediation by a disinterested professional mediator, but no such discussion or mediation will affect the legal rights of either party or delay any Summary Process proceeding.

Agreement Binding On All Parties:

13. This agreement and its attachments will be binding upon the owner, its agents, employees, contractors and successors in interest as well as upon the Area IV Coalition and the City of Cambridge.

14. The length of this agreement shall be from the date of signature through the first twenty (20) years of full operation of the development (residents living in the housing). If after the first seven (7) years of such full operation, the C/MOC does not serve a useful function, the then current members, with agreement from the groups they represent, can agree to disband the C/MOC. The C/MOC can be thereafter reconstituted at the request of any of the tenant groups (market, neighborhood or Cambridge Housing Authority).

The parties represented below agree to abide by the conditions and procedures set forth in this document:

Area IV Neighborhood Coalition

City of Cambridge

Schochet Associates/Federal Management

Date signed:

D R A F T

Schochet Associates

720 STATLER OFFICE BUILDING
TEL. (617) 482-8925

BOSTON, MASS. 02116
CABLE: SCHOCHET BOSTON

October 24, 1986

Area 4 Neighborhood Coalition
Cambridge, Massachusetts

Re: Schochet Associates
595 Massachusetts Avenue

Ladies and Gentlemen:

This letter summarizes our proposals and understandings with respect to the development of our mixed-use project at 595 Massachusetts Avenue.

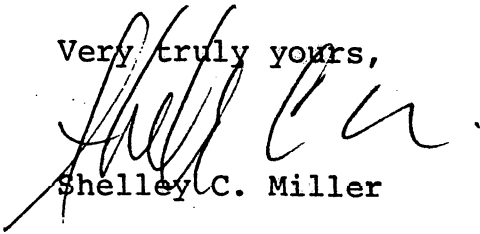
1. Schochet Associates does not intend to deviate materially from the building design by Hoskins, Scott, Taylor & Associates that has already been presented to the Steering Committee. We will continue to work with the Area 4 Neighborhood Coalition and the City of Cambridge to resolve open design issues including suggested visual breaks in the Essex Street facade and the mansard roof as well as increases to the fenestration in end walls facing Bishop Allen Drive. It is understood that all remaining architectural issues will be resolved prior to Council acceptance of the UDAG grant.
2. If we can obtain a \$1,500,000 UDAG for this project with an effective interest rate of 50% of market rate financing, 14 units will be made available to the Cambridge Housing Authority (with Section 707 rent subsidy and with two of the units rent-controlled, if required) and 10 units will be made available to neighborhood residents at 50% of published market rents.* If the amount of the UDAG exceeds \$1,500,000 or the effective interest rate is less than 50% of market rate financing, the unit mix will be adjusted to increase the number of neighborhood units and decrease the number of units subsidized under Section 707. The community will assist us in recommending tenants for neighborhood units, but the final decision on tenants will be made by Schochet Associates or its management subsidiary, Federal Management Co., Inc. based on normal criteria for tenant selection. (Area 4 Neighborhood Coalition will appoint a tenant selection committee to work with Schochet Associates and the City of Cambridge in this selection process.)
3. All units subsidized by the Section 707 program will remain subsidized as long as those subsidies or equivalent subsidies are available to the project, but for a period no longer than 20 years. All units subsidized internally by the project will remain subsidized for a period of 20 years. This condition may be made part of the required zoning variances.

4. With respect to the current rent controlled units, they will remain rent controlled as long as such is in effect. Should rent control be abolished for these units, these units will revert to Section 707.
5. The project is dependent on the City of Cambridge leasing the parking lot at the corner of Bishop Allen Drive and Essex Street to Schochet Associates for a 99-year period at a mutually agreeable sum.
6. Construction will not commence prior to 7:00 a.m. on a five-day per week schedule for any work on the exterior of the building. Concrete will be delivered by not more than 3 trucks at any one time. All trucks will take a route to and from the site which avoids travel on Essex, Norfolk, Suffolk, Columbia and Washington Streets north of Bishop Allen Drive.
7. If UDAG is paid off prior to 10 years, payments between the 5th and 10th years on a pro rata basis would be made to the City in amounts equal to \$50 or \$100 thousand dollars in the 5th year reduced by 20% each succeeding year. Final amount still open for negotiation.
8. Both the developer and the Area 4 Neighborhood Coalition urge the City of Cambridge to utilize the repaid UDAG funds to assist cultural, artistic and community services in Area 4.
9. Both the developer and the Area 4 Neighborhood urge the City of Cambridge to support traffic control patterns in the area, taking note that a preschool/day care center is planned on the site of the former bowling alley on Bishop Allen Drive.
10. Subject to approval of the Area 4 Neighborhood Coalition at an open meeting of the project as now conceived, the Area 4 Neighborhood Coalition or its designees will assist the project in the following manner:
 - (a) Attend all hearings with the Cambridge City Council, Board of Zoning Appeals, Planning Boards, Rent Control Board and others to show neighborhood support for the project.
 - (b) Provide written confirmation of this support for all meetings and applications for assistance (including variances, UDAG, Historic Commission, Rent Control Board, and Section 707 subsidies).
 - (c) Work with the developer to meet the proposed project schedule for ground-breaking in early 1987.

Area 4 Neighborhood Coalition
October 24, 1986
Page Three

11. Schochet Associates notes that this project is dependent on the receipt of all necessary permits and approvals, our ability to negotiate a satisfactory lease for the City of Cambridge parking lot at Essex Street and Bishop Allen Drive, a UDAG award, the condition of financial markets, and our ability to build the project within current budget guidelines.

Very truly yours,



Shelley C. Miller

SCM:lh

cc: Jay R. Schochet

APPENDIX

* Apartment Breakdown

<u>Decription</u>	<u>Number</u>
1 BR Market	10
2 BR Market	46
3 BR Market	2
1 BR "707"	2
2 BR "707"	6
3 BR "707"	6
1 BR Neighborhood	0
2 BR Neighborhood	7
3 BR Neighborhood	3
	82

City of Cambridge

MASSACHUSETTS

In City Council

Oct. 27 1986

C. Graham Lease of Municipal Parking Lot @ Allen Drive and Essex Street

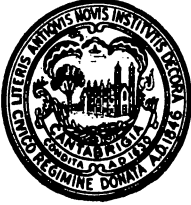
	YEA	NAY	ABSENT	PRESENT
Mr. Thomas W. Danehy		✓		
Mr. Francis H. Duehay	✓			
Ms. Sandra Graham	✓			
Mrs. Sheila T. Russell	✓			
Mr. David E. Sullivan	✓			
Mr. Alfred Vellucci	✓			
Mr. William H. Walsh	✓			
Ms. Alice K. Wolf	✓			
Mayor Walter J. Sullivan	✓			

C. Graham
MS
ME

8

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0



CITY OF CAMBRIDGE
COMMUNITY DEVELOPMENT DEPARTMENT
City Hall Annex - Inman & Broadway - Cambridge, Mass. 02139

498-9034

24 October 1986

MEMORANDUM

TO: Robert W. Healy
City Manager

FROM: Michael H. Rosenberg *MHR*
Assistant City Manager
for Community Development

RE: Lease to Schochet Associates
Parking Lot at corner of
Bishop Allen Drive and
Essex Street

I am writing with regard to the above referenced project which will be the subject of a City Council Public Hearing to be held on October 27, 1986. As you know, Schochet Associates is proposing to build a mixed use project at 595 Massachusetts Avenue which will require the leasing of land presently owned by the City and used as a metered parking lot. The public hearing is being held in accordance with City Ordinance 733 which regulates the sale and/or lease of public land. There have been a variety of issues raised about the project and this memorandum will provide information regarding their resolution.

Planning Board

The Cambridge Planning Board has recommended that the subject parcel of land be leased to Schochet Associates for the purpose of constructing an 82 unit housing project (several of which will be subsidized) and containing 15,000 square feet of ground floor retail, 30,000 square feet of office and 157 parking spaces. Their report and recommendation is attached.

Building Management

Schochet Associates has met with the neighborhood several times over the past four months to work out an agreement regarding management of the project. While there remains

some concerns over the developer's past management experience, an agreement has been reached which establishes a management oversight committee to assure proper management practices by the developer. A copy of the agreement is attached.

UDAG

The City's application for an Urban Development Action Grant (UDAG) to assist this project has been held over by HUD until January, 1987. Without knowing what the final decision will be on the application, we are proposing that the lease be approved under two different sets of terms depending on whether or not the UDAG is received. These two sets of terms as discussed and negotiated between Schochet, the neighborhood and ourselves are as follow:

Lease Terms if UDAG is Awarded

Length - A term not to exceed 99 years with an option to renew.

Fee - One Dollar (\$1.00) per year. While we had originally discussed an amount in the range of \$18,000/year, HUD officials have informed us that if we expect approval of financial commitments from them in the form of a UDAG, then the City will also have to make a financial commitment in the form of a nominal fee for the lease.

Parking - Eighteen (18) spaces shall be set aside in the developer's parking structure which will be available at rates equivalent to City parking meters.

Housing - Fourteen (14) housing units shall be reserved by the developer to be administered by the Cambridge Housing Authority under the Massachusetts Section 707 program. These units shall be provided as long as the Section 707 program or equivalent subsidy program is available up to a maximum period of twenty (20) years. Ten (10) additional housing units shall be provided by the developer at rents not to exceed 50% of published market rates. Tenants for these units will be required to demonstrate an economic need for these units and will be selected through a process to be established by cooperative agreement between the developer and the Area Four Coalition. Seven (7) of these "50%" units shall be so subsidized for a period of twenty (20) years. Three (3) of these "50%" units shall be so subsidized for the entire term of the lease.

Design Review - The subject project shall be constructed in accordance with the design which is shown and described in a set of plans prepared by Hoskins, Scott, Taylor and Partners, Inc. dated April 17, 1986 and April 29, 1986. Further, the developer shall be required to follow a design review process to be set up by the Community Development Department with the final design requiring the approval of said Department.

Lease Terms if UDAG is not Awarded

Length - A term not to exceed 99 years with an option to renew.

Fee - As consideration for the lease, the developer shall provide three (3) housing units at rents not to exceed 50% of published market rates for the development. These units shall be so subsidized for the entire term of the lease. As noted previously, the fee of \$18,000/year had been discussed in early negotiations. This figure was based on the revenue received annually by the City from the parking meters. In further discussions with the developer and the neighborhood, it was determined that any such fee would be more beneficial if it actually subsidized units in the project. Based on anticipated market rents of \$1,000/month for a two bedroom unit, the number of units that \$18,000 will subsidize is three (3). (50% of \$1,000/month equals \$500 times 12 months equals \$6,000 per unit. \$18,000 divided by \$6,000 equals 3)

Parking - Eighteen (18) spaces shall be set aside in the developer's parking structure which will be made available at rates equivalent to City parking meters.

Housing - Eighteen (18) housing units shall be provided by the developer at subsidized rates. Some of these units shall be reserved for and administered by the Cambridge Housing Authority under the Massachusetts Section 707 program and some of the units will be provided at rents not to exceed 50% of published market rates for the development. The actual mix of Section 707 units and "50%" units will be determined through negotiation. The Section 707 units shall be provided as long as Section 707 or equivalent subsidy program is available up to a maximum period of twenty (20) years. The "50%" units shall be provided for a period of twenty (20) years.

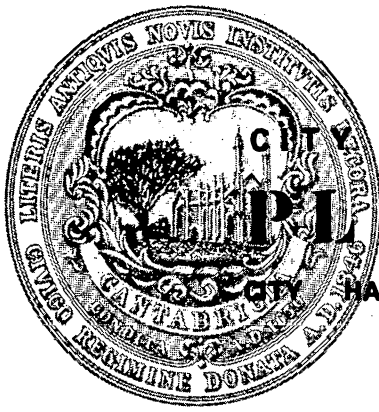
Mr. Robert Healy
24 October 1986
Page 4

Tenants for the "50%" units as well as the three units provided as a fee shall be required to demonstrate an economic need for the units and shall be selected through a process to be established by cooperative agreement between the developer and the Area Four Coalition.

Design Review - The subject project shall be constructed in accordance with the design which is shown and described in a set of plans prepared by Hoskins, Scott, Taylor and Partners, Inc. dated April 17, 1986 and April 29, 1986. Further, the developer shall be required to follow a design review process to be set up by the Community Development Department with the final design requiring the approval of said Department.

Both the Community Development Department and the Area Four Coalition have worked on this project for several months. We now feel confident that it is at a stage where it can move forward and as such would request your recommendation for City Council approval of the attached order.

MHR/jk



CITY OF CAMBRIDGE, MASSACHUSETTS

PLANNING BOARD

CITY HALL ANNEX, 57 INMAN STREET, CAMBRIDGE 02139

September 16, 1986

To the Honorable, the City Council:

SUBJECT: Disposal of surplus parcel of land located
at the corner of Bishop Allen Drive and
Essex Street in Central Square

Recommendation

The Planning Board recommends disposal of the above referenced parcel of land and further recommends that the land be conveyed through a long term lease to Schochet Associates to ensure its development in a manner consistent with plans presently being developed by the Community Development Department and the Central Square Economic Development Subcommittee.

Findings

The parcel of land in question contains approximately 6,210 square feet of land and is presently utilized as a public metered parking lot with eighteen spaces. This lot is the smallest of three such lots on Bishop Allen Drive which are owned and operated by the City.

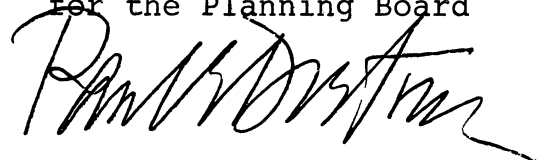
While there is an obvious need for parking in the Central Square area, there is also a serious need for housing affordable by residents of low and moderate incomes. The Cambridge City Council recognized this need and the possible role City parking lots could play as potential sites for such housing when it passed an Order in August, 1985 directing that a study be conducted to look at the feasibility of such action. The Community Development Department conducted such a study and found that while two of the three parking lot sites had some potential, this particular site was too small by itself to be utilized as a viable housing site. The suggestion was made by the Department that a better approach might be to combine this site with other adjacent sites to make a development more feasible.

Schochet Associates has proposed just such an arrangement and has requested that the subject parcel be leased to it. The proposed development involves the construction of 82 rental units, 15,000 square feet of ground floor retail, and 30,000 square feet of office space. The development will include 157 new parking spaces, of which 147 will be below ground and 10 spaces at grade. In addition, Schochet has agreed, as a condition of the proposed 99 year lease, to provide 24 of the 82 total units (29%) with some type of subsidy: 14 units with Section 707 and 10 units with rents to be set at 50% of market rates. Further, Schochet Associates has agreed that 18 of the public parking spaces to be constructed will be set at rates equivalent to City meters as a way of limiting the impact of the loss of the 18 City spaces.

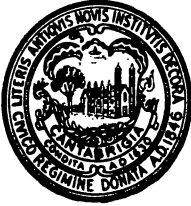
It is unlikely that this development would proceed in a manner which provides such public benefits without the use of the subject parking lot. It would therefore be in the public interest for the City to dispose of this parcel to Schochet Associates for the specific purposes herein stated.

Respectfully submitted

for the Planning Board

A handwritten signature in black ink, appearing to read "Paul Dietrich", written over the printed name.

Paul Dietrich
Chairman



CITY OF CAMBRIDGE
COMMUNITY DEVELOPMENT DEPARTMENT
City Hall Annex - Inman & Broadway - Cambridge, Mass. 02139

498-9034

24 October 1986

MEMORANDUM

TO: Robert W. Healy
City Manager

FROM: Michael H. Rosenberg *MHR*
Assistant City Manager
for Community Development

RE: Schochet/Area Four
Management Agreement

As we discussed, I am herewith submitting a copy of the final draft management agreement which was negotiated between Schochet Associates and Area Four in connection with the 595 Massachusetts Avenue project. However, please be advised that an actual signed agreement will not be available until Monday due to the fact that the Area Four neighborhood meeting was not held until Thursday October 23, 1986.

Although the attached agreement is not signed, it is substantially the same document approved by the neighborhood. A final signed copy with last minute changes included will be ready by Monday in time for the Council meeting.

MHR/jk



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139

TEL. 498-9011

EXECUTIVE DEPARTMENT

ROBERT W. HEALY

City Manager

RICHARD C. ROSSI

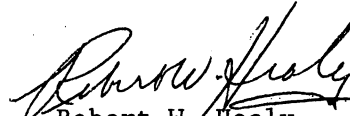
Deputy City Manager

October 27, 1986

To the Honorable, the City Council:

Enclosed please find copy of an updated report from Michael Rosenberg, Assistant City Manager for Community development, relative to the Schochet Associates planned project.

Very truly yours,


Robert W. Healy
City Manager

RWH/mbf
Enc.

Agenda Item No. 3 *F-386*
(See also *F-291 + F-387*)

Re: enclosed updated report from Michael
Rosenberg, Asst. City Manager for Community
Development Re: Schochet Associates planned
project.

In City Council,

October 27, 1986

*Referred to Hearing
Scheduled for 10/27/86
@ 6 P.M.*