

City of Cambridge

MASSACHUSETTS

Agenda #6.

In City Council November 13, 1972

	YEA	NAY	ABSENT	
Mr. Clinton	✓			
Mr. Danehy	✓			
Mr. Duehay	✓			
Mrs. Graham	✓			
Mr. Moncreiff	✓			
Mr. Owens	✓			
Mr. Sullivan	✓			
Mr. Vellucci	✓			
Mayor Ackermann	✓			
	9	0	0	



CITY OF CAMBRIDGE
INTEROFFICE CORRESPONDENCE

To John H. Corcoran,
City Manager

Date November 10, 1972

From Paul E. Healy,
City Clerk

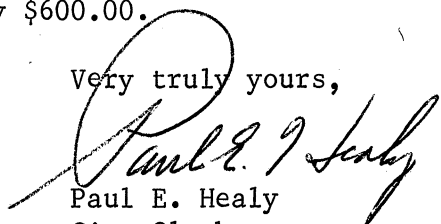
Reference

Subject

Dear Mr. Corcoran:

It is respectfully requested that a sum of \$1,400.00 be appropriated to the City Council Budget - Schedule B-39 - Services not otherwise coded in order to make payment of invoices received in connection with the setting up of the public address system at the various schools to which the City Council meetings have been moved on several occasions. There is also outstanding a bill from the East Coast Electronics System Company of Malden which company made repairs to the equipment in the City Council Chamber some time back. This bill is approximately \$600.00.

Very truly yours,


Paul E. Healy
City Clerk

City of Cambridge

November 13, 1972

ORDERED:

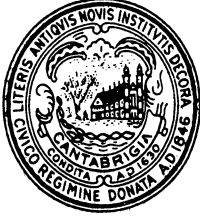
That the sum of \$1,400.00 be appropriated to the City Council Budget B-39 Services not o/w coded; said sum to be made available by transfer in the City Council appropriations as follows:

FROM: A-1 Permanent Employees \$1,400.00

TO: B-39 Services not o/w coded 1,400.00

In City Council Nov. 13, 1972
Adopted by yeas and nays Vote
Yeas 9 Nays 0 Absent 0

Paul E. Leahy



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 876-6800

EXECUTIVE DEPARTMENT
JOHN H. CORCORAN
City Manager

November 13, 1972

To the Honorable, the City Council:

It is respectfully requested that your Honorable Body give favorable consideration to the enclosed request from Paul E. Healy, City Clerk, for an appropriation to the City Council Budget in the sum of \$1,400.00 to the B-39 - Services not otherwise coded account. This appropriation is to be made available by transfer in the City Council appropriations, as follows:

From A-1 - Permanent Employees	\$1,400.00
To B-39- Services not otherwise coded	1,400.00

Enclosed herewith is order providing for same.

Very truly yours,

John H. Corcoran
City Manager

JHC/b

Agenda #6.

434

Comm. from Paul E. Healy requesting that
the sum of \$1,400.00 be appropriated to
the City Council Budget

In City Council

November 13, 1972

City of Cambridge

Agenda # 6 - Amendatory Grant
Contract for the Gore Street Open
Space Project.

MASSACHUSETTS

In City Council July 24, 1974 19

	YEA	NAY	ABSENT	PRESENT
Mrs. Ackermann	✓			
Mr. Clinton	✓			
Mr. Danehy	✓			
Mr. Duehay	✓			
Mrs. Graham	✓			
Mr. Russell	✓			
Mr. Vellucci	✓			
Mr. Wylie	✓			
Mayor Sullivan	✓			
	9	0	0	

EXHIBIT A

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONTRACT FOR GRANT TO ACQUIRE LAND FOR OPEN-SPACE PURPOSES
UNDER TITLE VII OF THE HOUSING ACT OF 1961, AS AMENDED

PART I

Project No. HUD-08A-17

Contract No. 100-10-27

THIS AGREEMENT, consisting of this Part I and the Terms and Conditions (Form HUD-3180b, dated 1-67) forming Part II hereof (which Parts, together, are herein called the "Contract"), effective as the date hereinbelow set out, by and between

CITY OF CAMBRIDGE
(herein called the "Public Body") and the United States of America
(herein called the "Government"), WITNESSETH:

In consideration of the mutual covenants, promises, and representations contained herein, the parties hereto do agree as follows:

SEC. 1. PURPOSE OF CONTRACT

The purpose of this Contract is to provide Federal financial assistance to the Public Body in the form of a grant of Federal funds (herein called the "Grant") under title VII of the Housing Act of 1961, as amended, for the purpose of carrying out a certain open-space land project (herein called the "Project") and to state the terms and conditions under which such assistance will be extended.

SEC. 2. THE PROJECT

(a) The Public Body agrees to undertake, carry out, and complete the acquisition of for open space
in that certain land located in the City of Cambridge,
State of Massachusetts and more generally described as follows:

In Exhibit "A" attached hereto and made a part hereof.

(b) The Public Body agrees to retain said land for permanent open-space purposes, and the open-space use or uses of said land shall be for park and recreational purposes, conservation of land and other natural resources, or historic or scenic purposes.

SEC. 3. THE GRANT

In order to assist the Public Body in carrying out the Project, the Government agrees to make a Grant in an amount equal to ⁵⁰ percent of the actual cost of the Project, or in the amount of \$ 337,002, whichever is less.

SEC. 4. RELOCATION GRANT

(a) The Government further agrees to increase the Grant otherwise payable to the Public Body pursuant to the provisions of Section 3 hereof in an amount equal to the relocation payments which are made by the Public Body in connection with the Project, in accordance with regulations prescribed by the Secretary with respect thereto: Provided, That the amount of such increase shall in no event exceed the sum of \$ 132,950.

(b) The Public Body agrees to make relocation payments to or on behalf of eligible families, individuals, business concerns, and nonprofit organizations in accordance with and to the fullest extent permitted by the regulations prescribed by the Secretary and within the limitations of subsection (a) hereof.

(c) No part of the amount of the relocation payments provided for hereunder shall be included in computing the amount of the Grant otherwise payable to the Public Body pursuant to the provisions of Section 3 hereof.

SEC. 5. TIME OF PERFORMANCE

(a) Complete the acquisition of the open-space within six months following the date of approval of the Application.

SEC. 6. COUNTERPARTS OF THE CONTRACT

This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

SEC. 7. CHANGES APPLICABLE TO PART II HEREOF

The following changes and additions are hereby made in the attached Terms and Conditions designated Part II hereof.

(a) Wherever there appears in the Terms and Conditions, Part II, of this Contract any reference to or any provision directed toward demolition and/or development activities on open-space land acquired as part of the Project authorized hereunder, such provision or reference shall be deemed to be surplusage, it being understood and agreed by and between the parties hereto that the purpose of this Contract is to provide for Federal grant to assist in the acquisition of land for open-space purposes.

(b) add SEC. 109 to read as follows:

1. The applicant shall cause to be erected at the site of the project, and maintain in good condition until site development is completed, or for two years where no development is contemplated, a sign which will be satisfactory to the Government and contain (a) the name of the project, (b) the name of the public body, and (c) the following phrase:

"Acquisition (and development if applicable) of this park (or a more appropriate term; e.g. conservation area, scenic area, etc.) is being carried out with financial aid from the Open Space Land Program, U. S. Department of Housing and Urban Development."
2. Signs shall have a background of red, white and blue in three equal horizontal segments. Size and number of signs shall be adequate to mark the site clearly and shall be in keeping with the visual esthetics of the site,
3. Project signs shall be placed in a prominent location on the site and shall be maintained in good condition until the site development is completed, or for two years in those projects where no development is contemplated,
4. Optional information may include the name of the contractor; that of the architect; project number; the dollar amount of Federal participation; and the dollar amount of local and/or state participation.

(c) Wherever, in the Terms and Conditions of this Contract relating to Equal Employment Opportunity the words "race, creed, color, or national origin" are used, there shall be substituted in their place and stand the words "race, color, religion, sex or national origin".

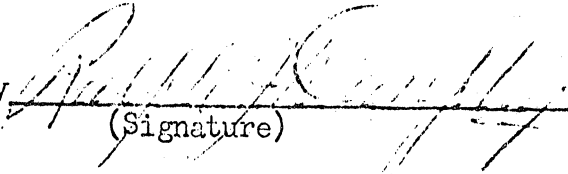
SEC. 8. SPECIAL CONDITIONS

NONE

IN WITNESS WHEREOF, the Public Body has caused this Contract to be duly executed in its behalf and its seal to be hereunto affixed and attested; and, thereafter, the Government has caused the same to be duly executed in its behalf this 11th day of January, 1968.

(SEAL)

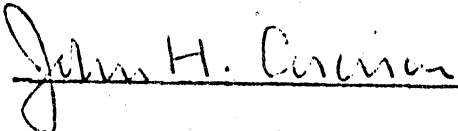
CITY OF CAMBRIDGE

By 
(Signature)

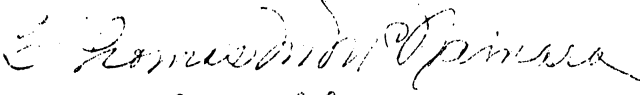
Ralph J. Dunphy
(Type or Print Name)

Acting City Manager
(Title)


ATTEST:


Asst. City Manager
(Title)

Attest:


City Clerk

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By 
Assistant Regional Administrator
for Metropolitan Development

CODE NO: OS 101 DESCRIPTION OF LAND TO BE ACQUIRED: GORE STREET PLAYGROUND, PART A - PREDOMINANTLY UNDEVELOPED

The project is situated in an area bounded generally by Gore Street, Rufo Road, the Cambridge-Somerville City Line, Winter and Fifth Streets in the northeastern section of Cambridge, commonly called "East Cambridge".

The perimeter boundary of the project area is described as follows:

Starting at a point at the northeastern intersection of Gore Street and Rufo Road and proceeding in a northeasterly direction for a distance of five hundred (500) feet more or less along the sideline of Rufo Road;

Thence, stopping and turning and proceeding in a southeasterly direction for a distance of two hundred twelve (212) feet more or less to a point on the Cambridge-Somerville City Line;

Thence, stopping and turning and proceeding in a southeasterly direction by various courses for an unknown distance along said City line, to a point which is the intersection of said line with the southwesterly sideline of Monsignor O'Brien Highway;

Thence, stopping and turning and proceeding in a south-westerly direction by various courses two hundred-eighty-nine (289) feet more or less along the southeasterly sideline of land now or formerly of Arnold L. Ginsburg et al to a point which is the intersection of said sideline with the north-easterly sideline of Winter Street;

Thence, stopping and turning and proceeding in a north-westerly direction for a distance of twenty-eight (28) feet more or less along the northeasterly sideline of Winter Street;

Thence, stopping and turning and proceeding in a north-easterly direction for a distance of seventy-five (75) feet more or less;

Thence, stopping and turning and proceeding in a north-westerly direction for a distance of one hundred seventy-six (176) feet more or less;

Thence, stopping and turning and proceeding in a south-westerly direction by various courses a distance of three hundred twenty-five (325) feet more or less to a point on the northeasterly sideline of Gore Street;

Thence, stopping and turning and proceeding in a north-westerly direction for a distance of three hundred thirty-seven (337) feet more or less along the sideline of Gore Street;

Thence, stopping and turning and proceeding in a north-westerly direction for a distance of one hundred eighty-eight (188) feet more or less along the sideline of Gore Street to a point, which point is the place of beginning.

Cambridge, Mass.

OS 101 - 3

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AMENDATORY CONTRACT FOR GRANT FOR OPEN SPACE PURPOSES UNDER TITLE VII
OF THE HOUSING ACT OF 1961, AS AMENDED

Project No. MASS. OSA-37
Contract No. MASS OSA-37(G)
Amendment No. 2

THIS AGREEMENT entered into as of 1974 by and among the METROPOLITAN DISTRICT COMMISSION (herein called "Commission"), and the CITY OF CAMBRIDGE (herein called "City") both organized under the laws of the Commonwealth of Massachusetts, and the Department of Housing and Urban Development (herein called "Government"); WITNESSETH THAT:

WHEREAS, the City has entered into a Contract, dated July 11, 1968 as number Mass. OSA-37G (herein called "Contract"), a copy of which is annexed hereto as Exhibit "A" with the Government for the preservation of Open Space through federal financial assistance provided under Title VII of the Housing Act of 1961 for a Project known as Mass. OSA-37 for the purposes of:

- i.) undertaking, carrying out and completing the acquisition and clearance of a fee simple title in a certain land located in the City of Cambridge,
- ii.) retaining said land for permanent open-space purposes for park and recreational purposes, conservation of land and other natural resources, or historic or scenic purposes, and
- iii.) recording an appropriate restriction indicating that the site or any interest therein may not be sold, leased, or otherwise transferred without the prior written approval of the Government, its designee, or successor in the appropriate land record sufficient to give constructive notice of the restriction, and

WHEREAS, the City desires to convey all of its rights, interests, and title in a certain portion of land located in the City of Cambridge and more specifically described in Appendix 1, together with a restriction thereon, to the Commission in furtherance of the purposes and objectives of the Project, and

WHEREAS, the Commission is willing to assume all applicable obligations and liabilities in the Contract with respect to the land conveyed; and

WHEREAS, the Government retains the right to consent to any assignment of interest, rights, title or obligation in the Contract and any land acquired pursuant to the Contract,

NOW, THEREFORE, for good and valuable consideration, the Contract is amended by adding the Commission, which hereby agrees to be bound by applicable provisions of the Contract with respect to land conveyed.

AMENDATORY CONTRACT FOR GRANT FOR OPEN SPACE
PURPOSES UNDER TITLE VII OF THE HOUSING ACT OF 1961
AS AMENDED

Page Two

Project No. MASS OSA-37
Contract No. MASS OSA-37(G)
Amendment No. 2

IN FURTHERANCE of such purposes, the City will convey and deliver a fee simple title in the land (described in Appendix I) to the Commission prior to or as of the date of this second Amendatory Contract.

IN WITNESS WHEREOF, the Government, the Commission, and the City have caused this Agreement to be duly executed on the date first mentioned above in as many counterparts as deemed necessary.

CITY OF CAMBRIDGE

(SEAL)

By _____
City Manager

City Soliciter Cambridge

METROPOLITAN DISTRICT COMMISSION

(SEAL)

By _____

UNITED STATES OF AMERICA, DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT

By _____
Authorized Official

APPENDIX 1
DESCRIPTION OF PROPERTY

Two parcels of land, one being situated in Somerville and other in Cambridge, Middlesex County, Massachusetts, and being shown as Lot A3 and Lot C on a plan dated November 24, 1969, said parcels being bounded and described according to said plan as follows:

Lot A3

NORTHWESTERLY by Rufo Road, One Hundred Fifteen (115.00) feet;

NORTHEASTERLY by a line measuring Two Hundred Twelve and 92/100 (212.92) feet; and

SOUTHERLY by land of the City of Cambridge and by said Lot C by five lines measuring Twenty-seven and 80/100 (27.80) feet, Twenty-eight and 3/100 (28.03) feet, Thirty and 35/100 (30.35) feet, Eighty-five and 50/100 (85.50) feet and Seventy-six and 46/100 (76.46) feet, respectively.

Said Lot A3 contains 13,792 square feet of land according to said plan.

Lot C

NORTHWESTERLY by Rufo Road, Two Hundred Ten (210.00) feet;

NORTHEASTERLY by said Lot A3 by two lines measuring Seventy-six and 46/100 (76.46) feet and Eighty-five and 50/100 (85.50) feet, respectively;

SOUTHEASTERLY by land of the City of Cambridge, Two Hundred Eighty-five and 69/100 (285.69) feet; and

SOUTHWESTERLY by said Lot D, One Hundred Forty (140.00) feet.

Said Lot C contains 33,428 square feet according to said plan.

One parcel of land, situated in said Cambridge, Middlesex County, Massachusetts, being shown as Lot D on a plan entitled "Subdivision Plan of Land, Cambridge, Massachusetts, October 5, 1970, Fred R. Joyce, Surveyor, Belmont, Massachusetts," bounded and described as follows:

Lot D

Beginning at a point in the boundary line between land shown as said Lot C and land shown as Lot D at its intersection with the southeasterly side line of Rufo Road as shown on the aforesaid plan;

Thence the line runs south 63° 59' 52" east along said boundary line one hundred forty and 00/100 (140.00) feet to a point at land of the City of Cambridge;

Thence turning and running south $26^{\circ} 00' 08''$ west by said land of the City of Cambridge sixty-seven and $67/100$ (67.67) feet to a point in the northeasterly side line of Gore Street;

Thence turning and running north $64^{\circ} 03' 40''$ west along said side line of Gore Street one hundred twenty-two and $98/100$ (122.98) feet to a point;

Thence northwesterly, northerly and northeasterly by a line curving to the right with a radius of seventeen and $00/100$ (17.00) feet, twenty-six and $72/100$ (26.72) feet to a drill hole in the southeasterly side line of Rufo Road, said curve forming the intersection of Gore Street and Rufo Road;

Thence north $26^{\circ} 00' 03''$ east by said southeasterly side line of Rufo Road fifty and $80/100$ (50.80) feet to the point of beginning, being shown as Lot D and comprising nine thousand four hundred thirty-three (9,433) square feet more or less of land according to said plan.

City of Cambridge

IN CITY COUNCIL

July 24, 1974

RESOLUTION AUTHORIZING EXECUTION OF AN AMENDATORY GRANT CONTRACT FOR THE GORE STREET OPEN SPACE PROJECT

BE IT RESOLVED BY THE CAMBRIDGE CITY COUNCIL as follows:

SECTION 1: that the Amendatory Contract (herein called the "Amendatory Contract"), to amend that certain Open Space Grant Contract No. Mass-OSA-37G dated the 11th day of July, 1968, by and between the City of Cambridge (herein called the "Public Body") and the United States of America (herein called the "Government") a copy of which is attached hereto and marked Exhibit "A", is hereby in all respects approved; and

SECTION 2: that the City Manager is hereby authorized and directed to execute the Amendatory Contract on behalf of the Public Body, to impress and attest the official seal of the Public Body thereto and to forward such Amendatory Contract to the Department of Housing and Urban Development, for execution on behalf of the Government, together with such other documents relative to the approval and execution thereof as may be required by the Government; and

SECTION 3: that this Resolution shall take effect immediately.

In City Council July 24, 1974
 Adopted by yeas and nays
 Yeas 9 Nays 0 Absent 0
Paul E. Leahy
 CITY CLERK
 City Clerk

City of Cambridge

IN CITY COUNCIL

July 24, 1974

RESOLUTION AUTHORIZING EXECUTION OF AN AMENDATORY GRANT CONTRACT FOR THE GORE STREET OPEN SPACE PROJECT

BE IT RESOLVED BY THE CAMBRIDGE CITY COUNCIL as follows:

SECTION 1: that the Amendatory Contract (herein called the "Amendatory Contract"), to amend that certain Open Space Grant Contract No. Mass-OSA-37G dated the 11th day of July, 1968, by and between the City of Cambridge (herein called the "Public Body") and the United States of America (herein called the "Government") a copy of which is attached hereto and marked Exhibit "A", is hereby in all respects approved; and

SECTION 2: that the City Manager is hereby authorized and directed to execute the Amendatory Contract on behalf of the Public Body, to impress and attest the official seal of the Public Body thereto and to forward such Amendatory Contract to the Department of Housing and Urban Development, for execution on behalf of the Government, together with such other documents relative to the approval and execution thereof as may be required by the Government; and

SECTION 3: that this Resolution shall take effect immediately.

in City Council July 24 1974
 Adopted by yeas and nays
 Yeas 9 Nays 0 Absent 0
Paul E. Husky
 CITY CLERK *City Clerk*

City of Cambridge

In City Council

July 24, 1974

RESOLUTION AUTHORIZING EXECUTION OF AN AMENDATORY GRANT CONTRACT FOR THE GORE STREET OPEN SPACE PROJECT

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SECTION 1: that the Amendatory Contract (herein called the "Amendatory Contract"), to amend that certain Open Space Grant Contract No. Mass-OSA-37G dated the 11th day of July, 1968, by and between the City of Cambridge (herein called the "Public Body") and the United States of America (herein called the "Government") a copy of which is attached hereto and marked Exhibit "A", is hereby in all respects approved; and

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SECTION 3: that this Resolution shall take effect immediately.

In City Council July 24, 1974

Adopted by yeas and nays Vote

Yeas 9 Nays 0 Absent 0

Paul E. Ives
CITY CLERK City Clerk



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 876-6800

EXECUTIVE DEPARTMENT
JAMES L. SULLIVAN
City Manager

July 15, 1974

The Honorable City Council
City Hall
Cambridge, Massachusetts 02139

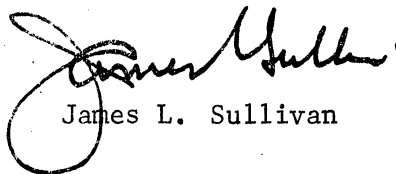
Dear Councillors:

On December 22, 1969 and again on June 19, 1974 you adopted resolutions authorizing me to convey specific parcels of land, near the corner of Gore Street and Rufo Road, to the Metropolitan District Commission (MDC) for the construction and service of an indoor skating facility. The property in question was originally purchased, along with the land used for the municipal Gore Street Playground, with the assistance of a grant from the U.S. Department of Housing and Urban Development (HUD).

HUD has now asked us to execute an Amendment (enclosed) to our original grant contract that would bring the MDC into the contract as a signatory, imposing on them the same obligations and responsibilities as were imposed on the City when we bought the land with the help of the HUD funds. This is HUD's way of ensuring that the land they helped to buy will continue to be properly used for recreational related activities.

I believe that it is in the City's interest to have these same assurances as to the future use of the land. Further, the execution of this Amendment is one of the issues that we must resolve before we will be eligible to receive our final payment of grant money. For both of these reasons, I recommend that you adopt the enclosed draft resolution, which is based on a format suggested by HUD.

Sincerely,



James L. Sullivan

Agenda # 6

434 F

Amendatory Grant Contract for the Gore Street
Open Space Project.

In City Council,

July 24, 1974

*Order adopted
9-0-0*