

GASTON SNOW & ELY BARTLETT

ONE FEDERAL STREET
BOSTON, MASSACHUSETTS 02110

WILLIAM GASTON (1844-1894)
FREDERICK E. SNOW (1886-1935)
JOSEPH B. ELY (1905-1956)
JOSEPH W. BARTLETT (1901-1960)

617/426-4600
CABLE ADDRESS GASTOW
TELEX 94-0890
TELECOPY 617/426-6865

IN FLORIDA
2801 PONCE DE LEON BOULEVARD
CORAL GABLES, FLORIDA 33134
305 445-1477

IN CALIFORNIA
550 HAMILTON AVENUE
PALO ALTO, CALIFORNIA 94301
415/328-4236

December 10, 1980

Mr. Paul E. Healy, City Clerk
City of Cambridge
City Hall
Cambridge, Massachusetts 02139

Re: Parking at 2000 Massachusetts Avenue and
1972 Massachusetts Avenue

Dear Mr. Healy:

Pursuant to our phone conversation this morning, I am writing on behalf of my client, David Salto, to formally request that we be granted a hearing at the meeting of the City Council scheduled for December 22, 1980.

We wish to have the Traffic Director and a representative from the office of the City Solicitor present at the hearing.

As I stated in my letter of December 9, we would prefer to be heard on December 15, if the presence of the above-named City officials can be insured. I have asked Mayor Deuhay to do whatever he can to expedite this matter, but if nothing can be done about the 15th, we are prepared to attend the meeting on the 22d.

Your attention in this matter will be greatly appreciated. I would also appreciate it if you would contact me or Alan Lefkowitz at this office when a date has been confirmed.

Very truly yours,


Samuel E. Marcellino, Jr.

SEM:km

HAND DELIVER

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December 9, 1980

Mr. Paul E. Healy, City Clerk
City of Cambridge
City Hall
Cambridge, Massachusetts 02139


Re: Parking at 2000 Massachusetts Avenue and
1972 Massachusetts Avenue

Dear Mr. Healy:

I am assisting Mr. Alan Lefkowitz of this office as counsel for Mr. David Salto. We request, on behalf of Mr. Salto and various other concerned residents of the Porter Square area, that we be granted a hearing at the meeting of the City Council scheduled for December 15, 1980. Mr. Lefkowitz has spoken with Mayor Duehay concerning the hearing.

Your attention in this matter will be greatly appreciated. I would appreciate it if you would contact me or Mr. Lefkowitz at this office when the date has been confirmed.

Very truly yours,


Samuel E. Marcellino, Jr.

SEM:km

HAND DELIVER

GASTON SNOW & ELY BARTLETT

ONE FEDERAL STREET
BOSTON, MASSACHUSETTS 02110

WILLIAM GASTON #644-1894
FREDERICK SNOW #655-1935
JOSEPH B. ELY #926-1956
JOSEPH W. BARTLETT #508-1960

617-426-4600
CABLE ADDRESS GASTOW
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2801 PONCE DE LEON BOULEVARD
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305-445-1477

IN CALIFORNIA
550 HAMILTON AVENUE
PALO ALTO, CALIFORNIA 94301
415-326-4236

November 17, 1980

Paul E. Healy, City Clerk
City of Cambridge
City Hall
Cambridge, MA 02139

Re: Parking at 2000 Massachusetts Avenue and
1972 Massachusetts Avenue

Dear Mr. Healy:

As counsel for Mr. David Salto, the owner of the land and buildings abutting the premises, I am in receipt of your letter of November 13, 1980, to which is attached the City Manager's communication to the City Council of November 10, 1980. The City Manager makes reference to a detailed report from Mr. Sprague. I hereby request that I be furnished a copy of such report immediately.

In addition, the City Manager makes reference to a lease of the premises at 33 Richdale Avenue for valet parking to January 31, 1981. What happens after that date? Is there assurance that the lease will be renewed or extended, and if so, for how long? Moreover, what steps are being taken by the City to insure that valet parking is indeed being offered and that the lot at 33 Richdale Avenue is being utilized for that purpose?

I note from your letter that Mayor Duehay has stated that if the residents of the area feel that the parking problem has not been adequately solved, you should be notified so that an appropriate date can be set for further hearing before the Council. I am reluctant to do so unless the information which I have requested herein is not furnished or if furnished, does not assure a satisfactory resolution to the problem.

GASTON SNOW & ELY BARTLETT

Paul E. Healy, City Clerk

November 17, 1980

Page

Two

May I hear from you at your early convenience.

Sincerely yours,

ALL:md

Alan L. Lefkowitz

cc - Mr. David Salto



CITY OF CAMBRIDGE

CITY HALL, CAMBRIDGE, MASSACHUSETTS 02139 • (617) 498-9017

OFFICE OF
THE CITY CLERK

November 13, 1980

Dear resident:

Enclosed is a copy of a letter submitted by the City Manager to the City Council at its meeting of November 10, 1980 which is self-explanatory and based on the results of his inquiry into the permits issued for the premises at 1972 and 2000 Massachusetts Avenue from 1927 through 1980.

Mayor Duchay has requested that I send a copy of this letter to all persons who indicated an interest in the parking problems in the Porter Square area with the further request that I notify all concerned that in the event that the residents of the area feel that a future hearing is in order to solve the parking problems in the Porter Square area that they notify the City Clerk as to an appropriate date.

Your kind attention in this matter will be greatly appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Paul E. Healy". The signature is written over a horizontal line.

Paul E. Healy, City Clerk.

PEH/dl

Enc. (1)



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 498-9011

NOV 10 4 00 PM '80
CAMBRIDGE, MASS.

EXECUTIVE DEPARTMENT
JAMES L. SULLIVAN
City Manager

November 10, 1980

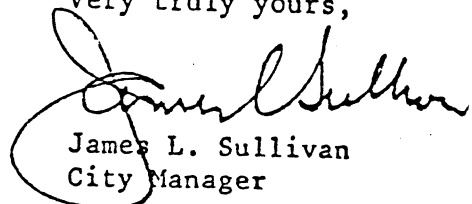
To the Honorable, the City Council:

I am enclosing herewith a detailed report from Charles F. Sprague, Building Commissioner, concerning the requirements for parking at 2000 Massachusetts Avenue and 1972 Massachusetts Avenue, which is a chronological description of the history of the building at 2000 Massachusetts Avenue and the lot at 1972.

It would appear that Mr. Bandar is currently conforming to the legal requirements for parking at these locations. There was a time when he was not conforming to the requirements established by the City Council with respect to the eleven cars parked at the lot which were displaced by the construction activity. The lease for 33 Richdale Avenue, which Mr. Bandar is using for valet parking, has been extended to January 31, 1981. This does not alleviate the parking problems in the area, but the requirements of the zoning regulations and the Council authorization seem to have been met.

I hope that this communication and the attached material from Mr. Sprague clarify what is a very vexing problem for the neighborhood because of the activities conducted by Mr. Bandar.

Very truly yours,


James L. Sullivan
City Manager

JLS/mbf
Encs. .

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PALO ALTO, CALIFORNIA 94301
415/328-4236

November 13, 1980

Mr. Walter J. Sullivan
City Manager's Office
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

Dear Mr. Sullivan:

This letter is in reference to the controversy over the ongoing parking difficulties in the Porter Square area of Cambridge.

As you no doubt recall, the Cambridge City Council, in an attempt to resolve the controversy, held a special hearing on Monday, November 3. Because the facts necessary to make a determination on the legality of proposed new construction were unavailable at that time, the matter was deferred by the Council until you had a chance to meet with the Building Superintendent and review the pertinent facts. This meeting was to have taken place on the following day.

I represent Mr. David Salto, who owns property in the Porter Square area. As a property owner, my client is among those persons vitally interested in the outcome of this controversy. Samuel Marcellino, an associate in our office, attended the special meeting of the Council, and has informed me that an understanding was reached with Mr. Bandar's attorney under which construction on the building in question would be halted for two weeks.

On the evening of November 3 Mr. Marcellino placed himself on a mailing list in order to receive a copy of the report outlining the results of your meeting with the Building Superintendent. He has been in frequent contact with your office and the office of the City Council since that night, and as yet has received neither a copy of the report nor any indication of what it might contain. The two week construction moratorium will be up on next Monday evening.

It is our understanding that the moratorium on construction was designed to give all interested parties to the controversy a chance to receive and digest the report, with the possibility of further hearings before the Council in the event that disputed questions of fact still remained. Obviously at this point there will be little if any time to digest any report which may be forthcoming. As you would no doubt agree, it is difficult to halt construction once it has passed its initial stages, and we believe that those parties opposing the new construction would be irreparably harmed by its continuation, given the possibility

Mr. Walter J. Sullivan

Page 2

November 13, 1980

that it eventually might be found in violation of the zoning ordinances of the City of Cambridge. On the other hand, delay in construction would only result in a temporary inconvenience to Mr. Bandar should it be ultimately found that he is in compliance with the ordinances. Consequently it is our position that any further construction on the site in question would be inappropriate at this time.

Very truly yours,

Alan L. Lefkowitz .

ALL:km

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December 9, 1980

Mr. Paul E. Healy, City Clerk
City of Cambridge
City Hall
Cambridge, Massachusetts 02139

Re: Parking at 2000 Massachusetts Avenue and
1972 Massachusetts Avenue

Dear Mr. Healy:

I am assisting Mr. Alan Lefkowitz of this office as counsel for Mr. David Salto. We request, on behalf of Mr. Salto and various other concerned residents of the Porter Square area, that we be granted a hearing at the meeting of the City Council scheduled for December 15, 1980. Mr. Lefkowitz has spoken with Mayor Duehay concerning the hearing.

Your attention in this matter will be greatly appreciated. I would appreciate it if you would contact me or Mr. Lefkowitz at this office when the date has been confirmed.

Very truly yours,

Samuel E. Marcellino, Jr.
Samuel E. Marcellino, Jr.

SEM:km

HAND DELIVER

GASTON SNOW & ELY BARTLETT

DELIVERY RECEIPT

DATE SENT: 12/9/80 SENT BY: S.E. Marcellino, JR.

ADDRESSEE: MR. PAUL E. HEALY, CITY CLERK
CITY OF CAMBRIDGE - CITY HALL

CLIENT AND
CLIENT NAME: DAVID SALTO MATTER NOS.: 769589-1

RECEIVED BY: X [Signature] DATE - TIME REC.: 12/8 2:35 PM



CITY OF CAMBRIDGE

CITY HALL, CAMBRIDGE, MASSACHUSETTS 02139 • (617) 498-9017

OFFICE OF
THE CITY CLERK

November 18, 1980

Mr. Alan L. Lefkowitz
Gaston Snow & Ely Bartlett
One Federal Street
Boston, MA 02110

Dear Mr. Lefkowitz:

Enclosed you will find the Report submitted by Mr. Sprague to the City Council on November 10, 1980.

I am forwarding a copy of your letter to the City Manager and to Mr. George Teso, Director of Traffic and Parking (498-9042) for his consideration and report since his department has jurisdiction over the enforcement of parking regulations.

In the event that a second hearing is contemplated after consultation with the residents of the area a letter requesting same to the City Clerk would enable the City Council to set a hearing date at their next meeting after receipt of your request.

I hope that the above will be helpful toward resolving this problem for the residents of the area.

Very truly yours,

Paul E. Healy, City Clerk

PEH/dl

Enc. Report from Mr. Sprague

c.c. City Manager James L. Sullivan
Traffic Director George Teso

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415/328-4236

December 10, 1980

Mr. Francis H. Duehay, Mayor
City of Cambridge
City Hall
Cambridge, Massachusetts 02139

Dear Mayor Duehay:

Enclosed please find copies, which Alan Lefkowitz has asked me to forward to you, of all pertinent correspondence between our office and City Hall.

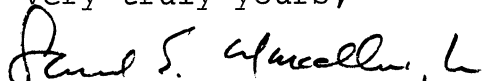
I received a phone call from Mr. Healy this morning, in which he informed me that it would not be possible to place us on the agenda for December 15 because he would not be able to notify all interested parties in time. Since we would like both the Traffic Director and someone from the office of the City Solicitor present, perhaps it would be wiser for us to put off our hearing until December 22. Thus, I have written to Mr. Healy formally requesting a hearing on that date.

We do feel, however, that time is of the essence in this matter, and if there is anything you can do to insure the presence of the above-mentioned City officials on the 15th, we would prefer to be heard on that date, particularly since Mr. Healy informs me that there is a light schedule on that particular night.

We could certainly have our people ready for the 15th if we know by Friday, December 12, that our matter had been placed on the agenda. We will handle the problem of notifying them ourselves.

Anything you can do to expedite this matter will be greatly appreciated. I would also appreciate it if you could call me or Alan at this office in the event that anything develops in the next two days.

Very truly yours,


Samuel E. Marcellino, Jr.

SEM:km
Enclosures

HAND DELIVER

From: Charles F. Sprague, Building Commissioner

RE: Occupancies of 2000 Massachusetts Avenue

- April 4, 1927 - Permit to build "new stores & theatre". There were no requirements for parking for this type of occupancy in the 1924 Zoning Ordinance. (The Department of Public Safety issued Inspection Certificates for theatres - we have no records of the capacity and can only estimate the figure to be better than 1000 persons.)
- 1961 - Occupancy as a dance ballroom for over 400 persons. (The Department of Public Safety issued Inspection Certificates for over 400 capacities - we have no records in our office) Premises were in a "Business B" zone. In accordance with the Zoning requirements of the 1961 Zoning Ordinance, Article VII, Section 2 "Table of Parking Requirements" no parking was required for "Places of Assembly".
- 1967 - Occupancy as a retail business and offices by Charrette Corp., allowed by Article IV, Section 2, Paragraph 5a. Premises in a "Business B" zone. Parking not required for Retail and Office uses according to the 1961 Zoning Ordinance, Article VII, Section 2, "Table of Parking Requirements".
- 1977 - Zone changed from "Business B" to "Business C" with the "Retail and Office" occupancies requiring one parking space for 900 square feet of floor area at "Ground Floor" and 1800 square feet of floor area at "other levels". (1977 Zoning Ordinance, Article 6.000, Section 6.30 "Table of Parking Requirements".)
- Oct. 16, 1979 - Permits issued for remodeling of first floor for a "Caning Shoppe" - Retail Sales and the "Women's World Health Spa" under the provisions of Article 4.000, Section 4.35 a.2. Parking was not required because it was a substitute use covered by Article 6.000, Section 6.22 which states "existing uses prior to 1961 are not subject to the new requirements." (a retail use for a retail use)
- Oct. 23, 1979 - Permit issued to remodel second floor from offices to a retail use (AIKIDO, a Japanese martial art) which area requires two parking spaces under the provision of Article 6.000 Section 6.30 "Table of Parking Requirements" (the offices did not have to have parking but because the use was changed to "retail" it lost the protection of Section 6.22 of the Zoning Ordinance.)
- Feb., 1980 - A permit for the erection of a three-story office building over a ground floor parking area for thirteen cars was issued. The new building will require nine parking spaces to satisfy the Zoning Ordinance. (Article 6.000, Section 6.30 "Table of Parking Requirements".)

As a prerequisite to the issuance of this permit the owner (Mr. Bandar) was to supply an alternate parking site to satisfy the original parking requirement set by the City Council on the 1972 Massachusetts Avenue lot. (Article 4.000 Section 4.23 Temporary Uses)

The owner obtained a lease of twelve parking spaces at 33 Richdale Avenue with valet service to said lot.

We have issued a legal permit for the construction of a three-story office building that will contain nine parking spaces for its occupancy and four spaces for occupants of 2000 Massachusetts Avenue, two of which are required for the "AIKIDO" occupancy. The other areas and occupancies of 2000 Massachusetts Avenue enjoy the non-conforming right of not having to supply parking.

The parking for 2000 Massachusetts Avenue established by the City Council Order is accommodated by the leasing of spaces on 33 Richdale Avenue.

1961 Zoning

ARTICLE VII OFF-STREET PARKING AND LOADING REQUIREMENTS

Sec. 1. Intent and Application of Parking Requirements

1. It is the intention of this ordinance that all structures and land uses be provided eventually with sufficient off-street parking spaces to meet the needs of persons making use of such structures and land uses. No permit shall be issued for the erection of a new structure, the enlargement of an existing structure or the development of a land use, unless the plans show the specific location and size of the off-street parking required to comply with the regulations set forth in this Article and the means of access to such space from public streets. In the event of the enlargement of an existing nonresidential structure, the regulations set forth in this Article shall apply only to the area added to the existing structure. No increase in the number of dwelling units in a dwelling shall be permitted unless the requirements set forth in this Article are met for all dwelling units (in existence and proposed) in the dwelling after the increase.

2. Buildings and land uses in existence on the effective date of this ordinance are not subject to these parking requirements, but any parking facilities thereafter established to serve such buildings or uses may not in the future be reduced below these requirements.

3. Where a building or land area is used by two or more activities that fall into different classes of use under Section 2 of this Article, the facilities required shall be the sum of the requirements for the individual establishments. Space occupied by accessory uses under Article VI, Section 4, paragraph 4 should be considered in addition to residential space in computing the amount of parking space required.

4. Where the computation of required parking spaces results in a fractional number, only the fraction of one-half or more shall be counted as one.

5. Required off-street parking facilities which after development are later dedicated to and accepted by the City and maintained by the City for off-street parking purposes shall be deemed to continue to serve the uses or structures to meet the requirements for which they were originally provided.

Sec. 2. Table of Parking Requirements

Off-street parking facilities shall be provided as follows:

Zoning District	Class of Allowed Use					
	Residence (a) Minimum Number spaces per group of dwelling units	Public Assembly (b) Number seats requiring 1 space	Institution (c)	Number Square Feet of Gross Floor Area Requiring 1 space, by type of use		Factory and Warehouse
				Ground Floor	Other Level	
Res. A-1						
Res. A-2	10 per 10	5	600			
Res. B						
Res. C-1						
Res. C-2	10 per 10	8	1,000	500	1,000	1,600
Bus. A						
Ind. A						
Res. C-3						
Office	10 per 10	15	1,800	900	1,800	2,000
Ind. B						
Bus. B	10 per 10					

1961 Zoning

	Res. A 1&2	Res. B	R I
--	------------------	-----------	--------

- | | | | |
|--|----|----|---|
| p. Bus or railroad passenger station | No | No | N |
| q. Automobile parking lot or parking garage for private passenger cars, where not an accessory use, and no repairs, servicing, or sale of gasoline is carried on | No | SP | S |

4. Office and Laboratory Use

- | | | | |
|--|----|----|---|
| a. Office building or office use, provided there is no retail business, manufacturing or processing on the premises | No | No | N |
| b. Place of business of a bank, trust company or similar financial institution | No | No | N |
| c. Radio or television studio | No | No | N |
| d. Laboratories or research facilities provided they are operated for research purposes and provided that any manufacturing is of a type authorized as a matter of right under Article IV, Section 2, paragraph 7 of this ordinance, is of an accessory nature and carried out entirely within the building, and does not exceed 50% of the gross floor area | No | No | N |
| e. Other laboratories, shops or research facilities | No | No | N |

5. Retail Business and Consumer Service Establishment

- | | | | |
|--|----|----|---|
| a. Store for retail sale of merchandise where all display and sales are conducted within a building and where no manufacturing, assembly, or packaging occur on the premises | No | No | N |
| b. Place for the manufacture, assembly or packaging of consumer goods, provided that at least fifty percent of such merchandise is sold at retail on the premises and that all display and sales are conducted within a building | No | No | N |
| c. Barber shop, beauty shop, laundry and dry-cleaning, pickup agency, shoe repair, self-service laundry or other similar establishment | No | No | N |

6.25 Required off-street parking facilities which after development are later dedicated to and accepted by the City and maintained by the City for off-street parking purposes shall be deemed to continue to serve the uses or structures to meet the requirements for which they were originally provided.

6.30 TABLE OF PARKING REQUIREMENTS

Off-street parking facilities shall be provided as follows:

Zoning District	Class of Allowed Use					
	Residence	Public Assembly	Institution	Retail & Office		Factory & Warehouse
	Minimum number spaces per group of dwelling units	Number seats requiring 1 space		Ground Floor	Other Level	
Res. A-1 Res. A-2 Res. B	1.0 per 1.0	5	600 s.f.	----	----	----
Res. C-1 Res. C-2 Office-1 Office-2 Bus. A Bus. A-1 Ind. A Ind. A-1 Open Space	1.0 per 1.0	8	1,000 s.f.	500 s.f.	1,000 s.f.	1,600 s.f.
Res. C-2A Res. C-3 Res. C-3A Office 3 Office 3A Ind. A-2 Ind. B-1 Ind. B Ind. C Bus. C	1.0 per 1.0	15	1,800 s.f.	900 s.f. (a)	900 s.f.	2,000 s.f.
Bus. B	1.0 per 1.0	15	----	----	----	----

6/12/78;
12/11/78;
2/12/79

Footnotes

(a) In a Residence C-3A District the minimum number of spaces for buildings consisting of principal uses specified in Section 4.34 and which have a minimum ratio of floor area to lot area of 1.25 or less, shall be 1.0 per 1800 sq. ft. of ground floor area.

	Open Space	Res A 1&2	Res B	Res. C 2A, 3A	Off 1, 2, 3A	Bus. A-1	Bus. A	Bus. B	Bus. C	Ind. A-1, A-2	Ind. A	Ind. B-1	Ind. B	Ind. C
n Bus or railroad passenger station	No	No	No	No	No	Yes	Yes	Yes	Yes	SP	Yes	Yes	Yes	Yes
o Automobile parking lot or parking garage for private passenger cars, where not an accessory use, and no repairs, servicing, or sale of gasoline is carried out	No	No	SP	SP	Yes	SP	SP	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4.34 Office and Laboratory Use														
a Office building or office use, provided there is no retail business, manufacturing or processing on the premises, except in industrial districts as permitted elsewhere in this Ordinance (6/12/78)	No	No	No	No*	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
b Place of business of a bank trust company or similar financial institution.	No	No	No	No*	Yes	Yes	Yes	Yes	Yes	Yes	Yes	SP	Yes	Yes
c Radio and television studio	No	No	No	No*	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
d Laboratories or research facilities provided they are operated for research purposes and provided that any manufacturing is of a type authorized as a matter of right under Section 4.37 of this ordinance, is of an accessory nature and carried out entirely within the building, and does not exceed 50% of the gross floor area.	No	No	No	No*	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
e Other laboratories, shops and research facilities	No	No	No	No*	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes

*Yes in a Residence C-3A district subject to the limitations specified in Section 5.31. (12/11/78)

4.35 Retail Business and Consumer Service Establishment

a Store or retail sale of merchandise where all display and sales are conducted within a building or where a permit has been issued by City Council for an outdoor sale, and where no manufacturing assembly, or packaging occur on the premises, except in Industrial districts as permitted elsewhere in this Ordinance (6/12/78)															
1 Establishment providing convenience goods such as drug stores, food stores, tobacco, newspaper and magazine stores, variety stores, and liquor stores, providing that the establishment is located in a structure also containing non-retail uses, and that no establishment shall exceed 2500 square feet gross floor area (6/12/78)	No	No	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	
Other establishments (6/12/78) as per ordinance with requirements Section 12.70	No	No	No	No	No	Yes	Yes	Yes	Yes	SP	Yes	No	Yes	PUD*	

1977 zoning

ARTICLE 6.000

OFF-STREET PARKING AND LOADING REQUIREMENTS

- 6.10 PURPOSE AND INTENT OF PARKING REQUIREMENTS
- 6.20 APPLICATION OF PARKING REQUIREMENTS
- 6.30 TABLE OF PARKING REQUIREMENTS
- 6.40 STANDARDS FOR APPLYING PARKING REQUIREMENTS
- 6.50 LOCATION AND LAYOUT OF PARKING FACILITIES
- 6.60 PURPOSE AND INTENT OF LOADING REQUIREMENTS
- 6.70 APPLICATION OF LOADING REQUIREMENTS
- 6.80 TABLE OF LOADING REQUIREMENTS
- 6.90 LOCATION AND LAYOUT OF LOADING FACILITIES

6.10 PURPOSE AND INTENT OF PARKING REQUIREMENTS

6.11 It is the intention of this ordinance that all structures and land uses be provided eventually with sufficient off-street parking spaces to meet the needs of persons making use of such structures and land uses.

6.20 APPLICATION OF PARKING REQUIREMENTS

6.21 No permit shall be issued for the erection of a new structure, the enlargement of an existing structure or the development of a land use, unless the plans show the specific location and size of the off-street parking required to comply with the regulations set forth in this Article and the means of access to such space from public streets. In the event of the enlargement of an existing nonresidential structure, the regulations set forth in this Article shall apply only to the area added to the existing structures. No increase in the number of dwelling units in a dwelling shall be permitted unless the requirements set forth in this Article are met for all dwelling units (in existence and proposed) in the dwelling after the increase. However, off-street parking and loading facilities for uses in the Cambridge Center MXD District shall be governed by the requirements of Section 13.50 rather than by this Article.

10/31/77

6.22

~~Buildings and land uses~~ in existence as of March 15, 1961 are not subject to these parking requirements, but any parking facilities thereafter established to serve such buildings or uses may not in the future be reduced below these requirements.

6.23 Where a building or land area is used by two or more activities that fall into different classes of use under Section 6.30 of this Article, the facilities required shall be the sum of the requirements for the individual establishments. Space occupied by accessory uses under Article 4.000 Section 4.21 should be considered in addition to residential space in computing the amount of parking space required.

6.24 Where the computation of required parking spaces results in a fractional number, only the fraction of one-half or more shall be counted as one.



Comm. Dev. ~~664-0450~~
498-9034
Tess - 9042

City of Cambridge

IN CITY COUNCIL
October 3, 1979

ORDERED:

That the Commissioner of Public Works be and hereby is authorized on the petition of R & J Bandar to construct a driveway over the sidewalk at the premises numbered 1968-1998 Massachusetts Avenue; said driveway to provide egress from and to a parking lot to be constructed at said premises as shown on a plan entitled "Developmental Resources" dated September 19, 1979 and on file in the Office of the City Clerk with the petition.

This authorization is granted subject to the following conditions and specifications:

1. That the driveway be constructed on the northerly side of the parking lot with access from Massachusetts Avenue in the general area of space #1, the precise location of the driveway to be determined by the Director of Traffic and Parking;
2. That the petitioner will provide sufficient fill to bring the proposed parking lot up to the same grade level as the existing sidewalk;
3. That a buffer fence be constructed between the parking lot and adjacent buildings in accordance with the requirements of the Zoning Ordinance;
4. That the petitioner present to the Community Development Department a plan of landscaping the area for their review and secure their approval of this plan prior to proceeding with the construction of the parking lot; and
5. That the petitioner be ~~to~~ ~~bring~~ ~~the~~ ~~parking~~ ~~lot~~ ~~to~~ ~~the~~ ~~size~~ ~~of~~ ~~the~~ ~~lot~~ ~~now~~ ~~occupied~~ ~~by~~ ~~the~~ ~~premises~~ ~~numbered~~ ~~1968-1998~~ ~~Massachusetts~~ ~~Avenue~~, the premises being shown as Block 178, Lot 1 on the Assessors records at City Hall and that a key system or other suitable control be inaugurated to comply with this requirement.

In City Council October 3, 1979
Adopted by a yea and nay vote:
Yeas 7; Nays 0; Absent 2.
Attest: Paul E. Healy, City Clerk

A true copy,

ATTEST:

Paul E. Healy

4.22 Offices in Residences

In a Residence C-2A or C-3 district, offices for physicians and dentists may be located on the first or second floor of a residential building where such office space does not exceed ten percent of the gross floor area of the building. In a Residence C-3A district, up to forty percent of the gross floor area of a residential building may be devoted to business and professional offices, but not technical offices.

2-12-7
12-11-7

4.23 Temporary Buildings and Uses

The Superintendent of Buildings may grant a permit for a temporary building or use incidental to a building development, which does not comply with the provisions of this ordinance, where reasonably required for such development. Such permit may be issued for an initial period of not more than one year, and in the case of a building, only upon application accompanied by a bond and bill of sale to the City, effective in case the building is not removed prior to the expiration of the permit. Permits may be renewed by the Superintendent of Buildings for successive periods of not more than one year each, not to exceed a total of three years.

4.24 Non Open Space Uses in Open Space Districts

6-12-7

The purpose of this section is to provide for public notification and review of governmental and institutional non-open space development statutorily exempt from prohibition in designated Open Space Districts. All uses in an Open Space District other than a park or recreation use permitted by subsection 4.331 shall comply with the procedural requirements of this subsection prior to the issuance of any building or special permit, variance or other approval or before conveyance of any lot within the district.

4.241 A report shall be submitted to the Planning Board and filed with the City Clerk by the agency or other party proposing such non-open space development or proposing to convey a lot. This report shall include the following information, as appropriate:

- (1) A map indicating the location and area of the land proposed for non-open space development or for conveyance.
- (2) A description of the proposed development and future use of the area including information concerning the proposed site plan, physical design, and user population.
- (3) An analysis of alternative sites for the development outside of the district.
- (4) Evaluation of the anticipated impacts of the development or property transfer on the remainder of the open space district, upon the ability of alternative park and recreation areas in the neighborhood and city to meet the needs served by the affected open space district which would be displaced by the proposed action, and upon other land uses in the neighborhood.
- (5) Any other information reasonably determined pertinent by the Planning Board.

AVEROF

August 5, 1980

Mr. Charles Sprague
Superintendent of Buildings
City Hall
Cambridge, MA 02139

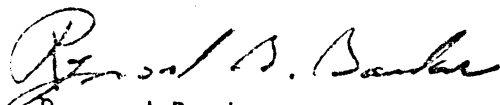
Dear Mr. Sprague:

I have made parking arrangements which I hope are satisfactory during the construction of my proposed office building at 1972 Massachusetts Avenue.

I shall use the parking at 33 Richdale Avenue (lease enclosed) as parking for my customers at Averof. I will use the present Averof parking at 1924 Massachusetts Avenue to accomodate my tenants at 2000 Massachusetts Avenue.

I appreciate your help and look forward to completing construction so that the parking in this area can finally be resolved in a satisfactory manner.

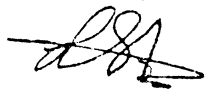
Very truly yours,


Raymond Bander
Owner

cc: Richard Hogan

Enclosure

12 PARKING SPACES ARE ALLOCATED


AUG. 5th, 80

CONFIDENTIAL REPORT
FORM

Address 33 RICHDALE AVE.
CAMBRIDGE, MA.

Tenant CRAFTON WOLFSON

Leasee R.B. BANDAR STG.

450.⁰⁰ per month

450.⁰⁰ per year

Term 3 mos. / mo. to mo. these 3 mos.

Commencing August 1 1980

Ending October 31 1980

FROM THE OFFICE OF

GALGAN R.E.

STANDARD FORM COMMERCIAL LEASE

1. PARTIES
(fill in)

CRAFTON WOLFSON

LESSOR, which expression shall include heirs, successors, and assigns where the context so admits, does hereby lease to RAYMOND BANDAR / JOHN BANDAR / & EDMOND BANDAR LESSEE, which expression shall include successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:

2. PREMISES
(fill in and include, if applicable, suite number, floor number, and square feet)

PARKING LOT ADJACENT TO BUILDING AT 33 RICHMOND AVE. / CAMBRIDGE, MA

together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto.

3. TERM
(fill in)

The term of this lease shall be for 3 MONTHS (THREE) commencing on AUGUST 1, 1980 and ending on OCTOBER 31, 1980 & HEREFOR AS TENANCY AT WILL

4. RENT
(fill in)

The LESSEE shall pay to the LESSOR rent at the rate of \$400.00 (FORTY EIGHT HUNDRED) dollars per year, payable in advance in monthly installments of \$400.00 (FOUR HUNDRED)

5. SECURITY DEPOSIT
(fill in)

Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of \$1200.00 (TWELVE HUNDRED) dollars, which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease subject to the LESSEE's satisfactory compliance with the conditions hereof.

6. RENT ADJUSTMENT
(fill in)

DELETE

The LESSEE shall pay to the LESSOR as additional rent increase in operating expenses, defined for the purposes of this agreement as per cent of any

and per cent of any increase in real estate taxes levied against the land and building, of which the leased premises are a part, over those incurred or levied during the calendar year ending This increase shall be prorated should this lease terminate before the end of any calendar year. The LESSEE shall make payment within thirty (30) days of written notice from the LESSOR that such operating expenses, or increased taxes, are payable by the LESSOR.

7. UTILITIES
(fill in or delete) and services

DELETE

The LESSOR shall provide and LESSEE shall pay for all LESSEE's utilities, water and sewer use charges, except

LESSOR agrees to furnish reasonable heat to the leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating season of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.

8. USE OF LEASED PREMISES
(fill in)

The LESSEE shall use the leased premises only for the purpose of PARKING OUTSIDE THE CONSTRUCTION OF THEIR BUILDING AT 1472 MASS. AVE. IN CAMBRIDGE, MA.

9. COMPLIANCE WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated.

10. FIRE INSURANCE

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be

contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.

11. MAINTENANCE OF PREMISES

The LESSEE agrees to maintain the leased premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.

12. ALTERATIONS-ADDITIONS

DELETE

The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

13. ASSIGNMENT-SUBLEASING

DELETE

The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

14. SUBORDINATION

DELETE

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

15. LESSOR'S ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

16. INDEMNIFICATION AND LIABILITY

(fill in)

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be LESSOR'S responsibility.

17. LESSEE'S LIABILITY INSURANCE

(fill in)

The LESSEE shall maintain with respect to the leased premises and the property, of which the leased premises are a part, comprehensive public liability insurance in the amount of 1,000,000 with property damage insurance in limits of (ONE MILLION) in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

18. FIRE, CASUALTY-EMINENT DOMAIN

DELETE

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty, or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

19. ~~DEFAULT AND BANKRUPTCY~~

D&LSTE

In the event that:

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of six (6) per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

20. NOTICE (fill in)

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or, if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent and notices shall be paid and sent to the LESSOR at

33 RICHMOND AVE
CAMBRIDGE, MA

21. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22. OTHER PROVISION

It is also understood and agreed that

LESSEE SHALL ASSUME THAT
 (C) THE LESSOR HAS NO INTEREST IN
 LOCKS AT THE TIME OF USE OF
 THE PREMISES

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and common seals this 4th day of August 1978

Crafton Wolfson
LESSOR

Richard A. DeLuca
LESSEE

COMMERCIAL LEASE
FORM

354-4500

35 RICHDALE AVE.
CAMBRIDGE, MA

CRAFTON WOLFSON

EB BRUNNEN STAV

\$ 400⁰⁰ per month

\$ 4800⁰⁰ per year

Term 3 mos / mo. 1. mo. thereafter

Comm. August 1, 1980

Expires October 31, 1980

Extend term for 3 months
Nov. 1st thru Jan. 31, 1981
Crafton Wolfson

FROM THE OFFICE OF

GALEN F. E.

RENDER

CRAFTON WOLFSON, LIA

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the term, or as they were last in during the term, except for reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22. OTHER PROVISION:

It is also understood and agreed that

LESSEES SHALL INSURE THAT GATES TO PARKING LOT IS LOCKED AFTER THEIR USE IN THE EVENING'S.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and common seals this 4th day of August 19/1980

Crafton Wolfson
LESSOR

Ronald B. Bander
LESSEE

Term is hereby extended from Nov. 1, 1980 thru Jan. 31, 1981.

Crafton Wolfson
Ronald B. Bander



CITY OF CAMBRIDGE

CITY HALL, CAMBRIDGE, MASSACHUSETTS 02139 • (617) 498-9017

OFFICE OF
THE CITY CLERK

December 8, 1980

Mr. Alan L. Lefkowitz
Gaston Snow & Ely Bartlett
One Federal Street
Boston, MA 02110

Dear Mr. Lefkowitz:

In reference to your communication dated December 5, 1980, I suggest that you meet with your committee to determine what is a convenient date for a second hearing and an alternative date relative to this matter.

After this conference if I receive notice of a date for a hearing by December 15, 1980 we can notify all the parties concerned of this hearing.

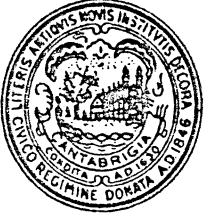
When I receive your communication I will refer it to the City Council.

Your kind attention in this matter will be greatly appreciated.

Very truly yours,

Paul E. Healy, City Clerk.

PEH/dl



CITY OF CAMBRIDGE

CITY HALL, CAMBRIDGE, MASSACHUSETTS 02139 • (617) 498-9017

OFFICE OF
THE CITY CLERK

RE: 2000 Massachusetts Avenue

December 1, 1980

Mr. Alan L. Lefkowitz
Gaston Snow & Ely Bartlett
One Federal Street
Boston, MA 02110

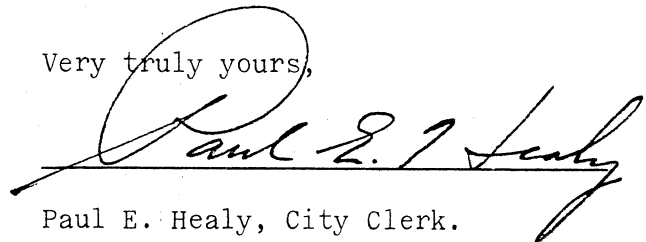
Dear Mr. Lefkowitz:

I have referred your inquiry regarding the valet parking to Mr. George Teso, Director of Traffic and Parking, for his response.

The question of the length of time that valet parking would be in operation was not an issue before the City Council and probably was considered before some other forum or agency of the City government.

Your kind attention in this matter will be greatly appreciated.

Very truly yours,



Paul E. Healy, City Clerk.

PEH/dl

GASTON SNOW & ELY BARTLETT

ONE FEDERAL STREET
BOSTON, MASSACHUSETTS 02110

617/426-4600
CABLE ADDRESS GASTOW
TELEX 94-0890
TELECOPY 617/426-6865

RECEIVED BY
OFFICE OF CITY CLERK

DEC 10 11 57 AM '80
CAMBRIDGE, MASS.

WILLIAM GASTON (1844-1894)
FREDERICK E. SNOW (1886-1935)
JOSEPH B. ELY (1905-1956)
JOSEPH W. BARTLETT (1901-1960)

IN FLORIDA
2801 PONCE DE LEON BOULEVARD
CORAL GABLES, FLORIDA 33134
305/445-1477

IN CALIFORNIA
550 HAMILTON AVENUE
PALO ALTO, CALIFORNIA 94301
415/328-4236

December 10, 1980

Mr. Paul E. Healy, City Clerk
City of Cambridge
City Hall
Cambridge, Massachusetts 02139

Re: Parking at 2000 Massachusetts Avenue and
1972 Massachusetts Avenue

Dear Mr. Healy:

Pursuant to our phone conversation this morning, I am writing on behalf of my client, David Salto, to formally request that we be granted a hearing at the meeting of the City Council scheduled for December 22, 1980.

We wish to have the Traffic Director and a representative from the office of the City Solicitor present at the hearing.

As I stated in my letter of December 9, we would prefer to be heard on December 15, if the presence of the above-named City officials can be insured. I have asked Mayor Deuhay to do whatever he can to expedite this matter, but if nothing can be done about the 15th, we are prepared to attend the meeting on the 22d.

Your attention in this matter will be greatly appreciated. I would also appreciate it if you would contact me or Alan Lefkowitz at this office when a date has been confirmed.

Very truly yours,


Samuel E. Marcellino, Jr.

SEM:km

HAND DELIVER

S 561

Comm. from Samuel E. Marcellino, Jr. of
Gaston Snow & Ely Bartlett, requesting a
public hearing before the City Council on
Dec. 15, 1980 at 6 p.m. relative to the
parking problem at 1972 & 2000 Mass. Ave.

In City Council,

December 15, 1980

12/15/80

Referred to the Hearing
AT 6 PM
Hearing Held -

All Communications
on File -