i. Agenda

1. Draft Minutes of the Regular Board Meeting on December 17, 2014


3. Transmittal from City Manager Rich Rossi to the Cambridge City Council regarding the Disposition Report for the Foundry Building

4. Letter from City Councillor Timothy J. Toomey, Jr. regarding the Grand Junction Multiuse Path

5. Comments from Stephen Kaiser regarding the Kendall Square Urban Renewal Plan

7. 2014 Annual Report of the Cambridge Redevelopment Authority

8. Biogen Idec Building Identification Signage for Parcel Two of the Kendall Square Urban Renewal Area

9. Ames Street Residences: Article 19 Response to Comments

10. Proposed 10th Amendment to the Kendall Square Urban Renewal Plan

11. Pilot Forward Fund Program Materials

12. Morgan Stanley Investment Account Activation Forms

(Document numbering altered to reflect agenda item numbers)
NOTICE OF ANNUAL MEETING

Pursuant to the Massachusetts Open Meeting Law, M.G.L.c.30A, §§ 18-25, notice is hereby given of the Annual Meeting of the Cambridge Redevelopment Authority to take place as follows:

Wednesday, February 25, 2015 at 5:30 pm
Cambridge Police Department
First Floor Community Room
125 Sixth Street
Cambridge, Massachusetts 02142

AGENDA

February 25, 2015 Annual Meeting

The following is a proposed agenda containing the items the Chair of the Authority reasonably anticipates will be discussed at the meeting:

Call

The CRA Board meeting will open with a moment of silence in remembrance of Brian Murphy, Assistant City Manager for Community Development.

Public Comment

Minutes

1. Motion: To approve the minutes of the December 17, 2014 regular meeting of the Cambridge Redevelopment Authority *

2. Motion: To approve the minutes of the January 21, 2015 regular meeting of the Cambridge Redevelopment Authority *

Communications

3. Transmittal from City Manager Rich Rossi to the Cambridge City Council regarding the Disposition Report for the Foundry Building on January 26, 2015 *

4. Letter from City Councillor Timothy J. Toomey, Jr. regarding the Grand Junction Multiuse Path received January 22, 2015 *

5. Comments received from Stephen Kaiser regarding the Kendall Square Urban Renewal Plan *
Reports, Motions and Discussion Items:

6. Election of Officers (Ms. Born)


8. Motion: To approve the proposed Biogen Idec building identification signage program for Parcel Two of the Kendall Square Urban Renewal Area (Mr. Barr) *

9. Update: Ames Street Residences (Mr. Lavery) *

10. Discussion: Proposed 10th Amendment to the Kendall Square Urban Renewal Plan (Mr. Evans) *

11. Update: Pilot Forward Fund Program (Mr. Zogg) *

12. Motion: To authorize the Treasurer to open an investment account with Morgan Stanley transferring up to $5,000,000 into a collateralized investment portfolio (Mr. Évans) *

Adjournment

(*) Supporting material can be found at: www.cambridgeredevelopment.org

Next Meetings:
- Public Meeting on the Kendall Square Urban Renewal Plan Amendment
  - Thursday, March 12, 2015 at 6:00PM - Police Station 4th Floor Main Classroom.
    - Please note that attendees may need to show ID at the front desk to proceed to the 4th floor.

- Regular CRA Board Meeting
  - Wednesday, March 18, 2015 at 5:30PM - Police Station 1st Floor Community Room

The Cambridge Redevelopment Authority is a “local public body” for the purpose of the Open Meeting Law pursuant to M. G. L. c. 30A, § 18.

M. G. L. c. 30A, § 20, provides, in relevant part:

(b) Except in an emergency, in addition to any notice otherwise required by law, a public body shall post notice of every meeting at least 48 hours prior to such meeting, excluding Saturdays, Sundays and legal holidays. In an emergency, a public body shall post notice as soon as reasonably possible prior to such meeting. Notice shall be printed in a legible, easily understandable format and shall contain the date, time and place of such meeting and a listing of topics that the chair reasonably anticipates will be discussed at the meeting.

(c) For meetings of a local public body, notice shall be filed with the municipal clerk and posted in a manner conspicuously visible to the public at all hours in or on the municipal building in which the clerk's office is located.

It is the policy of the Cambridge Redevelopment Authority to provide notice at least 7 calendar days prior to its meetings whenever practicable.
Regular Meeting
Cambridge Redevelopment Authority

Wednesday, December 17, 2014, 5:30pm
Cambridge Police Station
125 Sixth Street
Community Room

DRAFT MEETING MINUTES

Public sign-in sheet attached.

Call

The meeting was called to order at 5:43 p.m.

Chair Ms. Kathleen Born introduced CRA Board and staff members.

Public Comment

Steven Kaiser asked if there was any CRA attendance at last week’s informational meeting on the Volpe Center which was sponsored by the East Cambridge Planning Team. Ms. Born said that the CRA was there and that it was very similar to the Planning Board’s presentation and discussion. Mr. Kaiser encouraged CRA to get involved wherever possible. He suggested that the CRA should possibly consider alternatives. He is concerned about the transit capacity on the Red Line. He mentioned that a look at the Boston Redevelopment Authority’s big projects might provide useful information for the CRA since these are dealing with similar design issues.

Heather Hoffman spoke about the Foundry. She mentioned there are corrections to be made to the minutes on page 5, 1st paragraph. On the 5th line, it should read Chapter 2.110 rather than 2.1.10. Also in the second 2nd paragraph, dollars are mentioned twice and should be changed to square footage.

Ms. Hoffman stated that the report doesn’t sufficiently reflect the needs of the arts community, especially since they were the ones who initially pushed the city to rejuvenate the building rather they see it crumble. At the time, space was needed for the faculty displaced by Longy and the dance studio. This community is being priced out of the area.

Ms. Hoffman is not happy with the Akamai sign at the top of the building. It looks like a billboard and doesn’t belong in Cambridge. She hopes the CRA will not encourage the proliferation of this type of signage.

She would like more info about the Dante Alighieri Center.

Mr. John Hawkinson corrected the minutes on page 9, 3rd paragraph. There are two instances that should read 501c3 rather than 5013c. In response to Mr. Kaiser’s request for information regarding Volpe, Mr. Hawkinson felt that it was premature as he didn’t feel the GSA actually knows what they are doing at this
time. There will be RFQ and RFP processes which might be a better time to get information. From the Volpe meeting, he relayed that it is highly unlikely they will move out of Kendall but it is possible. He also stated that Congress gave them the authority to do land swap trades but they haven’t successfully done this. However there are currently 3 in progress.

Rev. Diane Hudson congratulated the Board for taking on the Foundry reuse project. She expressed her interest in being a member of the Foundry Advisory Committee and spoke of her credentials. She was happy to see that the CRA is including the community. She emphasized the important role of financial management and ensuring affordability to the community. Mr. Tom Evans said that the committee would be assembled after the lease agreement from the City Council is resolved sometime in March.

Ms. Born reassured the group that everyone’s voice will be heard regarding the Foundry.

Public comment was closed.

**1. Motion: To accept the minutes of the Regular Board Meeting on November 19, 2014**

Including the corrections from Mr. Hawkinson and Ms. Hoffman, Ms. Born wanted Board approval to clarify or reword what is written in the 2nd paragraph of Section 3 on page 3 regarding the past CRA administration. Ms. Born emphasized that the past CRA administration did make many contributions to public investment projects in the City. Mr. Evans agreed and stated that there is evidence that the past CRA administration did work to leverage CRA funds with federal funds.

Ms. Born requested rewording the sentence to read “….the past CRA administration did not have a recently stated aggressive policy towards public investment.” There were no objections to this substitution being made.

Mr. Barry Zevin noted that on page 6, in the 2nd to last paragraph, “Mr. Conrad” should read “Mr. Crawford” and on page 7, in the last paragraph, “budge” should be changed to “budget.”

The minutes with the discussed modifications were accepted and will be placed on file.

**Communications**

Mr. Evans passed out two correspondences to enter into the record that came after the packets were put together. See below for more detail.

**2. DPW response to Council Order O-2, regarding Galaxy: Earth Sphere condition and Restoration, December 10, 2014**

Mr. Evans explained that there was a presentation to City Council. The CRA participated with the DPW which acknowledged the commitment of the CRA and Boston Properties to reinvest in the Point Park area, the Galaxy fountain, and the plaza surrounding it. At the same time, we are also watching the Connect Kendall process. We need to understand how the park would be transformed by that planning process versus wanting to work with what is already there. Another element that has delayed the short-term investment in the plaza is the Main Street to Third Street connector. That construction cut off pedestrian traffic in one
direction and doing the plaza construction would have blocked the other passageway. We will continue to wait until the Main Street construction is completed.

Another influence to what’s done in Point Park is the result of the Kendall Square rebranding and way-finding project that is being lead by the KSA.

*The letter will be placed on file.*

**3. Letter from the Dante Alighieri Center Regarding the Wellington Harrington Urban Renewal Plan Tract 17 Land Disposition Contract**

Some members of the Dante Alighieri Center went to City Manager’s office and then reached out to the CRA. They wanted us to look into what specific restrictions existed within the Wellington-Harrington project and the Land Disposition Contract from the CRA to the developer that partnered with Dante. We are looking at the legal documents to see what leverage remains after the Wellington-Harrington project has expired. In most of our agreements, everything, with the exception of nondiscrimination clauses, tend to expire with the urban renewal plan. However, we could respond about the “intent” of that contract. There is a significant record of about five years of predevelopment work to bring about the center and some housing which replaced the old junkyard that was there. This is not a legal mechanism but we could help to tell their story.

At one time, this parcel was CRA land but it was deeded over and the CRA no longer has specific ownership rights. We are in the process of determining if any restrictions in the deed still exits.

*The letter will be placed on file.*

**Two additional late communications**

The first item is a letter from the Toomey Family and forwarded to us regarding the memorial monument for former state representative John Toomey that is currently in Point Park. It was placed next to One Cambridge Center but repositioned when the Microsoft entry was put into place. The monument is still in Point Park but there’s no access to it while the Main Street construction project is in progress. This letter speaks to the desire to enhance the presence of the Toomey name in the park. Repositioning of the monument should be discussed as part of the landscape plans for the Main Street connector. Mr. Crawford asked to investigate the statutory designation in order to decide if permission is needed to move it.

The monument’s existence should enhance the landscape and Mr. Evans said that he would highlight the monument to the Kendall Connect competition participants.

*The letter will be placed on file.*

The second item of communication distributed at the Board meeting is a letter from the East Cambridge Planning Team to the Cambridge Planning Board in support of the Whitehead Institution petition which was forwarded to us by Ms. Barbara Broussard. This item is not on the agenda so it is not a topic for discussion.
Reports, Motions and Discussion Items

4. Report: Monthly Report to the Board of the Executive Director (Mr. Evans)

Mr. Evans stated that bookkeeping improvements continue. The last major correction resulting from the auditor’s recommendations is to set up an encumbrance system regarding contractors. We are having conversations with an investment advisor who was referred to us by the City’s Financial Department for our suite of investments and we will be getting a CPA to help us in a comptroller role.

Interviews for spring interns are in process and we signed up for the Mayor’s Youth Summer Employment Program. We continue to engage in a broader workforce conversation regarding the urban renewal plan in Kendall Square by connecting our network within Kendall Square and the Department of Human Services.

In order to do advance posting of board meetings on the City and other calendars, as well as reserving the meeting room, we’d like to confirm our third Wednesday schedule for 2015 which was also distributed at last month’s meeting. We flagged a few conflicts. Last year we didn’t have a meeting in August. A motion was passed to move the June meeting to June 24 so as not to conflict with the first night of Ramadan and to move the February meeting to February 25 to avoid the school vacation week. A decision to combine the July and August meeting was postponed until a later time.

Looking ahead in the calendar, in January, we will have a more robust look at the urban renewal plan and begin zoning discussions so we can plan the schedule into the new year. Also in January, we will come back with an update on the Ames Street project which is going through some minor modifications as the special permit is working its way through the Planning Board. We are waiting to hear from the MIT Coop regarding the food court. Although they only need to come to the CRA for their signage proposals, Mr. Evans encouraged them to talk about their whole plan due to the public nature of the food court.

Mr. Christopher Bator reiterated his concern that the Ames Street project seems to be losing momentum with duplicated review processes. It is important for the CRA to keep this project moving ahead so that its success is not jeopardized. Mr. Barry Zevin agreed that getting the project done is important, and so is getting it done right. He mentioned that the Planning Board process is difficult as it’s hard to have a design review and a discussion with a big group. There were some comments at the meeting which improved the project, but Mr. Zevin felt that some made it worse. He wasn’t sure how any disagreements would finally get resolved. Mr. Ben Lavery said that a meeting occurred with the CDD staff to work on resolving the major issues from the Planning Board (such as bicycle parking and technical issues on Pioneer Way). A follow up meeting will be occurring on January 6 and participation of the CRA at this CDD/Boston Properties meeting would be helpful. The last (hopefully) presentation to the Planning Board would then occur at the end of January or February seeking approval which Mr. Lavery felt would be satisfactory to him. He also explained that the delay to February is due to the Planning Board’s heavy agenda and the time to resolve the issues. Mr. Zevin suggested that the CRA “stay strong” to items they feel are important in the project. Ms. Margaret Drury would like to get a conditional approval for getting the permit to begin work even if there are small outstanding issues. Mr. Evans noted that Ames Street has been a learning process regarding the avoidance of duplicating review efforts with the MXD zoning proposal.

The Kendall Square Eco-district has advanced its work. So far, ten participates have agreed to pool a small amount of funds into a broader value-added technical assistance program. The CRA has been asked to act as the fiscal agent for this Target Cities grant project since the City cannot. It would be a small amount of
administrative work in return for advancing the City’s K2 goals regarding sustainability. There is an existing MOU to pursue this Target City idea which is signed by the CRA, Boston Properties, Alexandria, Bio Med Realty, Biogen, the KSA, Draper, MIT, Google.

Mr. Bator would like the Board or Chair to write a letter to the Planning Board stressing the importance of time in having the Ames Street review in January. Mr. Evans said that he has been stressing the time issue and felt that it would be a stronger statement coming from the Board. He mentioned that there have been some technical issues involved with closing the access on Pioneer Way that required time to resolve. He reiterated that the process could improve moving forward. Ms. Kathryn Madden said that it is very difficult to get onto the Planning Board’s agenda. Mr. Evans said that he would talk with Jeff Roberts to see if 100% certainty is needed to calendar this.

*A motion to authorize the Executive Director and/or the Board Chair to write a letter to the Planning Board expressing their appreciation for the work done and to strongly encourage the earliest date for review by the Planning Board as it is vital to the progress of this important project was unanimously passed.*

The report will be filed.

Mr. Evans suggested moving the Foundry item up in the agenda for the sake of time of the Deputy City Manager, Ms. Lisa Peterson.

7. Discussion: Foundry Demonstration Project Plan (Ms. Madden)

Ms. Kathryn Madden said that the Demonstration Plan continues to develop with a good working relationship between the CRA and City staff. Community input received during the October 29th public meeting also shaped some of the changes to the vision, objectives and other elements of the Demonstration Plan.

Ms. Born pointed out that this part of the agenda is a public discussion. There will be an Executive Session following this regular board meeting, but it will only involve the CRA Board and staff and the CRA counsel for a discussion of real estate transaction issues related to the Foundry, which are not ready to be discussed publically.

Ms. Lisa Peterson, Deputy City Manager, expressed real pleasure with the progress achieved so far. Although there is a lot more work to be done, it has been a great collaboration effort between the City and the CRA. The Demonstration Plan will be a good model for the City, and the Foundry will be good resource for the neighborhood. On Monday night, the City Council was updated on the project, and they were enthusiastic about the progress and the relationship between the City and the CRA, which is an important milestone.

Ms. Madden reiterated the steps moving forward. The CRA Board votes to approve the Demonstration Plan first, and it is later approved by the City Council. Under MGL Chapter 121b, this approach uses the abilities granted to redevelopment authorities to test something that’s unique and, if successful, could be used in other places in the City. The other piece that’s running in parallel is the City’s disposition process under Cambridge Municipal Code Section 2.110 to grant a long-term lease to the CRA. The City needs to submit a Disposition Report to the City Council, Planning Board, and City Clerk. The Planning Board holds a public hearing and makes a recommendation to the City Council. The City Council then holds a public hearing and
votes on the disposition of the long-term lease as well as the Demonstration Plan. The City will retain ownership of the building.

Ms. Peterson stated that the goal is to get the Disposition Report to the City Council by January 26 which sets the timeline for getting it to the Planning Board. We will be complying with the Municipal Ordinance but will be asking for a diminution of process at this time on the appraisals of the property and the traffic analysis, which can be done by the development entity once selected. We are hoping that the City Council votes could happen as soon as March, and if favorable, that the lease between the City and the CRA would be executed soon after.

Then the CRA will be able to launch into the two-step selection process for a development entity. First there will be an RFQ to promote a competition of ideas and then we will issue an RRP. The Foundry Advisory Committee will be formed after the City Council votes on the Disposition. There will be a call for the applicants to this committee to websites, newspapers, and social media in the April timeframe.

Mr. Evans explained that a vote on this is the first step in the redevelopment process. There are still discussions and CRA Board approvals needed with respect to the specific terms of a lease.

Ms. Madden stated that the current document identifies where the property is, but that the document will also attach a plot plan, which was handed out in the meeting.

Once the proposals are submitted in response to the RFQ, we would like to present these to the Board and the public for discussion. We are optimistic that there will be a good response, but can take other steps if not.

The motion to adopt and recommend to City Council the Foundry Reuse Demonstration Project Plan, with the attached plot plan, was unanimously approved.

To expedite the meeting in the interest of time, Mr. Evans referenced the report and noted that we were close to our predictions except for the development rights from the Ames Street retail development and the Grand Junction which have been discussed in past board meetings.

The monthly report on budget and expenditures for November 2014 will be put on file.

6. Discussion: Draft 2015 Budget (Mr. Evans)

Mr. Evans handed out an initial draft of a proposed format for reporting on the 2015 budget. A notable change is that salaries for administration and for individual projects would be combined on this new format. However, supplemental project reports (or “class” report as named in the bookkeeping software) can report on the salaries for each project (i.e. class). As another example, the professional services line item for legal on the new format would include all legal expenses. The supplemental project (class) report would show the legal expenses for each project.

We are still working on populating the actual values for a 2015 budget which will be presented in January.

8. Update: Parcel Six Interim Use Proposal (Mr. Zogg)
We have been working with Relish Management on ways to activate Parcel 6, a small parcel located at the corner for Third and Binney Street. Representatives from Relish Management did a short Power Point presentation on their work to date. Relish Management is a company that specializes in making more vibrant spaces by doing place-making, food-based and creative economy initiatives. They discussed the Parcel 6 statistics (size, location, distance from T-stop), the current unappealing nature of the parcel, and their goals of fostering a retail corridor along Third Street, creating a more pleasing environment, and building a “buzz” which could create an positive economic impact to the community and Kendall square area. They discussed the challenges of the project — a limited return-on-investment timeframe of three to five years, specific infrastructure limitations, and that food trucks, lottery and alcohol were not options. They proposed a combination open park and playful marketplace with vending machines that feature farm fresh items, local foods and producers, or small necessity items. Their presentation showed various types of interactive vending machines that can sell fresh farm items, products of local restaurants or producers, drug store basics and other sundry items, or be used to test-market products or be used for civic purposes. Parts of this concept have been seen in some other countries and US cities. Mr. Zogg added that due to the location of the parcel and the surrounding neighborhood, this proposal gives the area a fun destination for people to come to Kendall Square. This is an innovative idea on an old concept which feeds into the reputation Kendall Square has.

Various comments and questions from the Board included the portion of the space needed for stocking and service the machines, the number of vendor spaces available, the use during inclement weather, the price of the food in the machines compared to brick-and-mortar stores, the presence of machines versus employing people, and financing the entire operation. Ms. Born asked for the initial investment. Relish replied that they are working on a budget and while they have a handle on the expenses, they are in discussions regarding commercial leasing. Mr. Evans stated that there is a significant infrastructure investment upfront (electricity supply, place-making/landscaping) that will not be recouped through sales. Mr. Zogg explained that the cost would depend on whether sponsorships could be obtained. Ms. Born said that budget figures are needed to better understand the extent of the project. The CRA is not looking to make huge revenues from this site. Activation of the site and eliminating the eye sore is very important. Mr. Evans stated that timing is also an issue to consider since it might take time to find funding sources.

9. Motion: Approving the Revised Signage Proposal for Akamai at the entryway of 150 Broadway / 8 Cambridge Center (Boston Properties)*

A proposal for an Akamai sign to the entry of 8 Cambridge Center came before the Board and the proposal was approved if the lighting was the same. However the lighting is not the same so it’s back on the agenda.

A representative from Akamai Technologies explained their request to replace the current Akamai sign over the front door of their corporate headquarters at 8 Cambridge Center. He discussed the features of the proposed sign — size, lighting, construction, installation. He spoke of reasons to make this a face-lit sign although that’s not typical in Kendall Square. Now there is a halo lit sign where the light bounces off the building but during the day, it has a stainless steel effect.

Mr. Zevin thinks the sign is fine but objected to the bus-sized posters currently on the windows of the building. Mr. Evans explained that those signs were approved by him on a temporary basis as per the signage guidelines. Since then, the approved CRA signage guidelines have been tightened to prevent such serial temporary signage and this has been discussed with Boston Properties and Akamai.
Ms. Born recused herself from the discussion and vote since an immediate family member is in contract with Akamai.

The LED is not on a dimmer due to the LED lighting.

*The motion to approve the Revised Signage Proposal for Akamai at the entryway of 150 Broadway / 8 Cambridge Center was approved. (Four votes of yes, 1 abstention by Ms. Born).*

10. Discussion: Whitehead Institute’s development proposal and zoning petition for the corner of Main Street and Galileo Way / Eight Cambridge Center (Mr. McKinnon)

Rich McKinnon stated that Whitehead Institute needs to expand its office space for additional personnel. It needs an addition to the building of about 60,000 square feet. Because all three million square feet have been used, Whitehead needs a zoning amendment to the MXD. On Tuesday, the Planning Board gave Whitehead a favorable recommendation to the City Council. Whitehead has met with neighbors, the East Cambridge Planning Team, Boston Properties, and the CRA. Whitehead is waiting for the notice of change MEPA study before starting construction. There is no need to shut-down if rebuilding is done out onto the plaza. The K2 study has many recommendations for Kendall Square and Whitehead has taken as many of them as possible and put them into the zoning petition. There are some they feel that don’t apply to a small project such as the need to build housing. The project will be subject to a Planning Board review and they will come back to participate in a CRA design review before going to Planning Board to apply for special permits. There will also be a City Council vote on the change of open space configurations and obligations.

The addition will give a new face to the building, have the building meet the sidewalk, and put retail space on the first floor for a connection to the public. The plaza is 10,000 square feet and the building is 520 feet high. There is a height allowance of 250 feet in the area but they are only asking for 120 feet for the addition. They will not be asking for more parking spaces. Although the biggest drawback to the addition is the loss of the plaza, they believe they can put a public open space on the first floor with retail or a winter garden that can be used all year round. They will work to advance the open space in other areas. Martin Mullans from Whitehead spoke about the history of the Institute - its history, staff makeup, current projects, past achievements and future goals. A majority of their employees live in Cambridge, etc.

Ms. Drury suggested that the open space within their building would be acceptable as long as they clearly invited the public. Mr. Zevin questioned the extent of first floor retail space in the plans. He stated that open space means open to the sky. A restaurant was highlighted as the retail component. Mr. Zevin stated that the addition creates a massive structure and suggested that some of it be placed behind the current building so as not to create an unattractive alley way between buildings.

Ms. Drury wondered if eliminating the plaza would negatively affect the open space requirement for the district. Mr. Evans stated that the acreage number of open space is close to the 100,000 square feet requirement but more analysis needs to be done on each space as well as the criteria used to calculate the total. Mr. Crawford agreed that a careful design needs to be done since an alley way affects the quality of the open space experience and closing the building up to the sidewalk will not necessarily get people to come inside.
A clarification was made that the existing open space is counted as publically accessible open space and has a 40-year covenant (from ’82 or ’83). Mr. Evans stated that the open space requirement is for the MXD as a whole. The distribution of the open space was done by the master developer in the ‘80s. Now there’s a more fractured ownership, so the actual footage and how place-making is affected should be addressed.

Mr. Kinnon confirmed that the suggestions made tonight by the CRA Board will be brought to the Whitehead architect/developer and that the CRA will have more opportunities to evaluate the project.

11. Discussion: Kendall Square Urban Renewal Plan Amendment (Mr. Evans)

This agenda item was truncated in the interest of time for the following Executive Session. In the October board meeting, the CRA Board analyzed the objectives written into the Kendall Square Urban Renewal Plan. against the goals of the K2 plan. Mr. Evans distributed a summary statement to the Board which incorporates a qualitative analysis and the East Cambridge Planning Team’s plan and simplifies suggestions to revise the objectives.

In the packet is the fully amended and restated Kendall Square Renewal Plan which is the legal document today. The most dramatic change is the land use section. This document will be posted on the website. We will continue to do a qualitative review, as well as other metric analyses, with our amendment process to monitor our achievement objectives. Mr. Evans asked the Board to review the document and send feedback.

The meeting was moved into Executive Session for the purpose of discussing terms of the proposed lease of the Foundry Building at 101 Rogers St. from the City of Cambridge for the purpose of redeveloping the building through the Demonstration Project Plan. It will not reconvene to open session.

A role call to start the executive session was taken:

  Mr. Bator – Yes
  Mr. Crawford – Yes
  Mr. Zevin – Yes
  Ms. Drury – Yes
  Ms. Born – Yes
Regular Meeting
Cambridge Redevelopment Authority

Wednesday, January 15, 2015, 5:30pm
Cambridge Police Station
125 Sixth Street
Community Room

DRAFT MEETING MINUTES

Public sign-in sheet attached.

Call

The meeting was called to order at 5:47 p.m.

Chair Ms. Kathy Born introduced CRA Board and staff members

Public Comment

Heather Hoffman pointed out a typo in the proposed change to the Urban Renewal Plan on page 3, 1st paragraph, 5th line. The typed out words and the parenthesized numbers don’t match – either 3,673,00 or 3,702,000. Mr. Evans explained that there is an inconsistency between the MXD language and the Kendall Square Urban renewal plan language and will give more information about this later in the meeting. Ms. Hoffman also asked if this is the initial stage of drafting the zoning amendment since this is bigger than the zoning. Tom will also speak to this concern during agenda item #10.

**ACTION ITEM**: Correct the typo in the proposed change to the Urban Renewal Plan on page 3, 1st paragraph, 5th line so that the typed out words and the parenthesized numbers match – either 3,673,00 or 3,702,000.

Regarding the EcoDistrict, she urged that there be no illuminated signs or other wasteful uses of electricity that pollute views from public ways. With respect to the Foundry, she repeated her previously stated concerns. The project cannot be divorced from the people who use it and whose efforts made it happen. Those making policy need to draw from people active in the neighborhoods around the Foundry and the artists. There can and should be more art space in the building. The zoning says that the entire building is preferentially used for the community, which means that the 10,000 sq. ft. should be banished from everyone’s thoughts and vocabulary. She urged that the plan start out with real dreams and if they don’t work, then scale back, not before.

John Sanzone spoke on the Grand Junction project and encouraged the Board to start construction as soon as possible. Although there are positive discussions regarding other sections of the path, having a tangible first section would help keep the momentum going for others to follow.
Stever Kaiser was pleased with Barry Zevin’s reappointment. With regards to the MassDOT letter setting up the mobility task force, Mr. Kaiser feels that this presents the opportunity to investigate the problematic “bunching” of the Red Line. Mr. Kaiser was disappointed that he did not see a financial commitment to transit studies in the proposed 2015 CRA budget. Although there is a budgeted amount of $30,000 for engineering services, Mr. Kaiser suggested that the CRA budget $100,000 dollars for assisting the MassDOT Task Force with improving performance of the Red Line, especially since Mr. Evans has noted the need to assist the CRA in linking transit investment to development. He agreed that the transit impact mitigation fund with developer contributions is a good idea and that the first contribution should be $100,000 from the CRA.

Commenting on the urban renewal amendment #10, Mr. Kaiser is pleased with the CRA process of doing planning before zoning and warned that there will be critics with regards to the architectural design of building and streets when this goes before the City Council.

Mr. Kaiser will be sending his comments to Mr. Evans. He mentioned a few of them. [Many of these comments refer to the section of the plan that was presented in the December board meeting.]

- In Section 102/item a, the use of the word “decadent” should be defined further with respect to certain existing urban architectures and their historical aspects.
- Section 102 b-1 creates controversy with respect to class issues and questioned whether upgrading workers skills should be a CRA role.
- Use the phrase “public and private transit facilities” and emphasize the focus on transit, pedestrians and bicycles and not more automobiles.
- In item 102e, how to promote development and protect the public interest should be defined.
- In item g reads as “fast-tracking.” Please include good planning practice and reasonable public participation.

Mr. Kaiser mentioned that since the up-zoning petition in Central Square is upsetting many citizen groups, any up-zoning in Kendall Square will also be a challenge. Another issue is the secretive process of Volpe. Mr. Kaiser urged the CRA to talk with them to get them to speak to the public.

Diane Hopson retracted her desire to be on the Foundry Advisory board due to other commitments, but is still willing to help. She stated that similar projects like the Foundry failed when the developer’s price is too high for participants.

The public comment section was closed.

Minutes

1. Motion: To accept the minutes of the Regular Board Meeting on December 17, 2014

Due to technical issues with the audio recording equipment, staff needs more time to reconstruct the minutes and these will be ready for review in the February board meeting.

Communications

2. Communications from Governor’s Office and DHCD reappointing Barry Zevin to the CRA Board for a five-year term *

Ms. Born congratulated Mr. Zevin who thanked those involved with the process.

Action Item: The letter will be put on file.
3. Letter from MassDOT regarding the Kendall Square Mobility Task Force *
Ms. Born congratulated Tom for be appointed as a member of the task force and thanked him for his willingness to be involved. Ms. Born has faith in Mr. Evans to bring forth concerns and ideas regarding the transit situation. Mr. Evans is looking forward to be part of the task force.

**Action Item:** The letter will be put on file.

**Reports, Motions and Discussion Items**

4. Report: Monthly Report to the Board of the Executive Director (Mr. Evans)*

Mr. Evans explained that we are working through some revamp to the CRA office. We have a tenant improvement budget from our landlord to freshen up the space. We want to create a larger conference room which would allow us to host larger meetings within the office, deal with the excessive file storage and improve overall workspace.

We have two spring interns. Gabriel Silberblatt, who is present tonight, started in January and has helped us with the Forward Fund. He has also reviewed our website and has made some suggestions for improvements. Initially, the website was established as a record of board meetings, policies and historical documents. We now want to have “splash pages” which are more active notifications of CRA initiatives. Also new in 2015 is the ability to access individual documents of any 2015 board meeting instead of only being able to access an entire packet which made it finding a particular document difficult.

We are also looking at our Insurance policies to make sure that coverage actively reflects our needs and resources, especially if we make investments in land. The Foundry will require other insurance coverage.

We signed an agreement with a third party CPA, Cathy Wong, who has an office at the CIC and has done accounting work for other governmental agencies and startups. She’ll be providing accounting oversight on an as needed basis.

Looking ahead to the February meeting, we will have our Annual meeting with election of officers, a draft annual report for 2014, continued work on the Kendall Square urban renewal plan amendments, some signage proposals and possibly Parcel 6. In March, we will be discussing our progress with branding and a graphic consultant who will be helping us give our logo and reports a fresher more contemporary look.

On project initiatives, we continue to work with City staff regarding the Connect Kendall Square Open-Space competition. The final submissions from the teams will be available at end of January. A notice will be distributed detailing when and where the public can view these submissions. Although the jury then makes a decision on the award-winning plan, the City reserves the right to use elements of all of the plans moving forward. The City is putting together RFPs for a number of the park designs to go out soon after the competition is over. Each park will go through its own design process. Although there were originally four targeted parks (Roger Street Park, the triangle park, the CRA pork-chop parcel, and Point Park) bigger ideas might come out of the competition submittals. Mr. Evans is unsure whether suggestions that affect the Volpe site or DCR property that connects to the river would be incorporated into a plan. The competition winner is commissioned to finalize a plan document of some sort but was Mr. Evans was unsure of its official status. Mr. John Hawkinson stated that there’s a public exhibition from January 30 to February 13 followed by jury sessions from February 17 through February 19 and the winner is announced on March 3.
With regards to the Forward Fund, we are creating marketing materials that we’d like to roll out in February. We’d like to utilize the Participatory Budget outreach process that the City is going through. Mr. Evans explained that some projects not accepted by the City’s process could be viable for a CRA Forward Fund grant. We have gotten the City’s contact list so that we can notify these applicants of our program. Mr. Zogg and CRA intern Gabriel Silverblatt presented a proposed logo for the Forward Fund and a sample notification letter that can be sent out to all our contacts, including those obtained from the City Participatory Budget process. The letter directs an interested participant to a “splash page” which explains the program and guides one through the funding process with the information that was presented and approved in the November 2014 board meeting. The electronic application (3-page form) allows data to be easily tabulated and analyzed. Hardcopy paper applications will still be available and accepted. We are planning different neighborhood association meetings and postcards for distribution to get the word out to the public. Mr. Crawford agreed that this should create a competitive process with good ideas. Mr. Zogg assured the Board that there will be enough time for those applicants not accepted by the Participatory Budget process to apply for a Forward Fund grant. Mr. Barry Zevin suggested changing the logo to avoid misrepresentation or confusion with an MIT award.

The process with the EcoDistrict’s Target Cities grant and stakeholders, which includes the CRA, is ramping up. Objectives and potential projects are being discussed and Mr. Evans will report back, especially if the CRA takes on a stronger leadership role.

Mr. Evans also stated that there have been productive meetings with the MIT Coop. Boston Properties has approved their improvement plans. They are moving forward with obtaining permits for the food court and for redesigning their basement storage area into community meeting rooms. They will be coming to the Board with signage approvals.

**Action Item:** The letter will be put on file.

5. Discussion: Report on 2014 Expenditures and Proposed 2015 Budget (Mr. Evans)*

*Motion: To Approve the 2015 Budget*

Mr. Evans explained that there are two documents. The first is the 2014 budget format with the summary page in front and the more specific category pages behind it. The second larger-page document shows the 2014 budget format and the proposed format for 2015. The new format uses different numeric codes for line items and a feature called “classes” which allows any expense to be applied to a specific class (or project). This eliminates the need to have individual category line items for each project.

Looking at the 2014 numbers, expenses were kept down due to unanticipated project delays as well as less spending on salaries and contracts. The biggest income difference was in the sale of development rights for the retail portion of the Ames Street project, which may have over optimistically been expected to be in 2014. This and the grant for the Grand Junction pathway will be moved to income for 2015. Less legal and other professional services were used than expected and less was spent in personnel since the hiring process took longer than anticipated.

Ms. Born asked for clarification regarding the different formatting used for the 2014 and 2015 budgets. Mr. Evans explained that most line item values are the same with the exception of salaries and professional services. The 2014 format is organized by project, whereas the 2015 format is organized by type of work. However, separate reports can be run which would give the specifics for each project when needed. Ms. Born asked to see the column heading repeated on the 2nd page.

Ms. Born explained that the legal fee budgeted in 2014 was due to the large legal expenses the year before. Mr. Evans stated that legal fees for projects are also included. Special council expenses will still occur in 2015. Other professional services anticipated in 2015 are a continued obligation of Foley Hoag’s work on the Foundry and the Kendall Square Urban Renewal Plan amendment; engineering and construction management
expenses to be discussed later in the agenda; and continued work by HR&A to assist with financial projections and feasibility studies for various projects including the urban renewal plan. The 2015 accounting services budget includes the annual audit and as-needed services from CPA Cathy Wong. The high accounting expense in 2014 was due to work on the CRA internal control policy, moving to QuickBooks Online by Eric Kinsherf and shifting into a payroll system. The budget for redevelopment investments include the capital cost of the Grand Junction pathway which will be reimbursed by an MIT grant (found in the income part of the budget) and the CRA commitment to the Forward Fund.

The property management expense remains the same but Mr. Evans expects this to increase in 2016 with improvements to parks and any potential Parcel 6 administrative changes. Administrative costs are mostly the same with the exception of rent which has increased significantly, as with all rent in Kendall Square. Mr. Evans stated that the CRA is paying market rent to Boston Properties. There is no discount whereas decades ago, the CRA’s office had been an element of the development deal because it was seen as a viable action to populate office space in emerging redevelopment areas. However, at this point in time, that is no longer something to consider. Relocating will be something to consider in four years when the lease expires. Salary expenses and fringe benefits for active staff have increased in 2015 because we have more staff. Fringe benefits for retirees stay the same in 2015. There is a small increase in community outreach and marketing for specific projects and general CRA branding.

Mr. Crawford mentioned that the outreach budget might be too modest and possibly reconsidered. Mr. Christopher Bator questioned the budget for dental insurance. Mr. Evans explained that the CRA personnel policy states that we will match the benefits of the City. We have done this in all ways except for dental insurance. We were not accepted into the Cambridge public employee group program and are not affiliated with a union so we are shopping as a small business.

Ms. Born asked the Board if they were ready to accept the budget. Mr. Evans would support Mr. Crawford’s suggestion to bolster marketing outreach funds although the goal is not having a large deficit. Income could increase as the retail component grows from the Ames Street project. Potential changes to the MXD could increase income with regards to development fees on the Broad building. The Foundry amounts are a best guess while decisions are being made. Also if the CRA acts as a fiscal agent for the EcoDistrict, we would be collecting and dispersing funds.

Margaret Drury suggested adopting the 2015 budget with the understanding that the marketing outreach figures would be revisited. She mentioned deferring to the Finance committee but Mr. Evans explained that there is no finance committee anymore due to public meeting issues. Mr. Bator explained that any budget is provisional since it involves forecasting and anticipated events. Mr. Evans added that the costs for the Foundry work are also speculative. Future decisions by the Board could affect the budget as well. Mr. Evans added that another provision on income relates to the EcoDistrict since the CRA will be collecting stakeholder contributions and dispersing funds as the fiscal agent. Mr. Evans stated that with slightly more aggressive posture in our investment policy we might get a better rate than interest on bank CDs.

Ms. Born restated that this budget shows that we are as close to operating on income as possible and not going into capital for 2015. Mr. Evans explained that our budget from year to year is unusual because of how our income is structured. As an example, the income generated by Ames Street depends on its occupancy so a two-year project could leave a gap in income for the CRA next year. CRA realized income might not occur within the same year as the expense. Mr. Evans emphasized that unlike many public agencies; we are not a taxing entity and have no steady stream of funds. And unlike some other redevelopment authorities, we don’t
have a great deal of regular income producing properties to generate funds. At this time, we fluctuate through pulses of development.

*The Board unanimously approved the 2015 budget.*

**Action Item:** Include column headings on 2nd page.

6. Update: Kendall Square EcoDistrict (Mr. Newman) *

Motion: Authorizing the Chair and Executive Director to enter into a contract with EcoDistrict: Target Cities Program conditioned on the execution of Memoranda of Understanding with EcoDistrict Stakeholders.

Mr. Newman, principal of Linnean Solutions, described the project and what is being asked of the CRA.

The Kendall Square EcoDistrict is a collaborative effort, initiated by the City of Cambridge and a group of stakeholders. It is managed through a stakeholder committee that has no official standing but it is recognized by the City, by the CRA and by the stakeholders themselves as the decision making group. EcoDistrict.org is a national organization that supports and guides ten or so eco-district places (i.e., municipalities, developments, community groups) around the country who aspire to be eco-districts through a program called Target Cities.

The CRA is being asked to take on the fiduciary role whereby they would collect money from the stakeholders and send payment to Target Cities. The City as well as key players in Kendall Square decided that this area is a prime location to try-out new ideas that drive towards deeper sustainability. The concept of an eco-district is described as a set of sustainability and resilience goals wrapped in a governance structure that encourages use of performance based metrics to make the process transparent with collaborative action.

In May 2013, the City of Cambridge and some key stakeholders attended a training seminar. A Kendall Square stakeholder group was formed that summer. There are now a dozen or so official stakeholders including the City, Boston Properties, Alexandria, BioRealty, Biogen, Google, MITIMCo, MIT. With funding from the Barr Foundation, an RFP for an Eco-District Manager was posted in the spring of 2014 and Linnean Solutions was hired. In the fall of 2014, Kendall Square Eco-district was named a Target City eco-district. The Target Cities program is a two-year partnership with EcoDistrict.org to help define the governance, the assessment processes for the goals and metrics, and the process to create and follow through on collaborative projects. It is a match support fund whereby EcoDistricts provides half the cost ($30,000) and the Kendall Square eco-district stakeholders provide the other half ($30,000).

The CRA would be recognized as the fiscal agent of the Eco-district – the authorized signer of the contract with Target Cities, the collector of each stakeholder’s $3000 contribution and the organization who would submit the payment of $30,000 to EcoDistrict.org. Each stakeholder would sign an MOU stating that they agree to these terms.

Mr. Evans explained that the City asked the CRA to do this because it was difficult for them to facilitate this contract because of a number of issues. Target Cities also wanted a collaborative effort rather than a governmental entity as an enforcer. The City will continue to serve as a regulatory function.

Mr. Crawford asked if other eco-districts have been successful with respect to accountability and accomplishments. Mr. Newman stated that there are a couple of well-developed districts. Many of the others are in early stages. Mr. Evans explained that the Kendall Square stakeholders are still in discussions about what needs to be done and how to do it.

The CRA’s commitment would be for two-years at $3,000/per year. We are assured reimbursement from the other stakeholders with the MOU that each one will sign.
Ms. Born asked how this would make life easier or better for the people of Cambridge people. Mr. Crawford appreciates the vision but is looking for the deliverable in the process. Mr. Barry Zevin feels that much of this has been done in the multiple area studies and that the K2/C2 plan encompasses a majority of the goals stated in the Portland Eco-district example. He questioned how the plan is executed. Mr. Newman stated that the City’s tools are zoning and other regulations. The model is not to rely on zoning but to rely on the organizations themselves that are interested in creating a stronger economically longer-lasting Kendall Square. The stakeholder group includes more than real estate organizations and the group will grow more with time.

Ms. Born asked how one would know if this was a success five years from now. Mr. Newman explained that Linnean Solutions are only the managers of the process and the stakeholder group needs to ratify the metrics and goals. Mr. Evans explained the District nature on the program by using the issue of climate change, and the problem of urban heat island effect, with the collective action to plant shade trees. Business improvement districts tend to deal with safety and cleanliness, which is not an issue in Kendall Square. Mr. Evans stated that the current stakeholders wanted to start the process before growing the group. There is a geographic boundary but it hasn’t been solidified.

Mr. Ben Lavery replied to Ms. Born’s question regarding the involvement of Boston Properties. Mr. Lavery explained that Boston Properties was an early adopter on the sustainability front and delivers only LEED certified buildings which they feel provide benefits to their tenants in many ways. The ability to provide solutions with the cooperation of others allows things to be approached at a different level.

Mr. Crawford feels that participation from the larger institutions will help to bring effective and efficient solutions. Mr. Zogg added that the property and business owners want to scale up and work on issues at the macro level while the City is looking to scale down to get community involvement and be more manageable. Once the stakeholder group solidifies its existence, it will open up to other groups. Mr. Evans stated that this will be a transparent process. Mr. Julian Cassa questioned the term “eco” since it seems to be including issues that aren’t related to the environment. He also questioned the need to create yet another group which includes stakeholders who already have to submit to the City’s vulnerability assessment. Mr. Christopher Bator stated that this is simply an arrangement to bring people together to address a certain set of issues within a particular area and it can only be useful. There is no attempt to edge out anyone. If there are any decisions made that aren’t to the public’s likings it will be a transparent process and forums for those responses.

The CRA fiscal responsibility is $3000 per year and time. Since this is a contract, Ms. Born would like the CRA attorney to do an expedited quick review.

*The motion authorizing the Chair and Executive Director to enter into a contract with EcoDistrict: Target Cities Program conditioned on the execution of Memoranda of Understanding with EcoDistrict Stakeholders after review by the CRA attorney was unanimously approved.*

7. Update: Grand Junction Path (Mr. Zogg)*

*Motion: Authorizing the Chair to approve an amendment to the professional services contract with Fay, Spofford & Thorndike to complete the design and provide construction management services for the Grand Junction Path Phase 1.*

Ms. Born recognized Kathryn Madden, CRA planner, and Jason Alves, the aide to City Councilor and State Representative Tim Toomey who is responsible for securing the funding from MIT for this portion of the Grand Junction path. Ms. Born extended the gratitude of the CRA.
Mr. Zogg handed out a colored map of the area and a packet of letters from previous years. The letters include communications from Mr. Tim Toomey supporting the Grand Junction pathway, the MIT commitment of funds to the path, a letter from CDD detailing the importance of the pathway and a letter that relays the positive comments received on the coUrbanize website regarding the pathway.

The purpose is to take the $500,000 from MIT and implement the first portion of the long planned Grand Junction multi-use pathway on the prominent CRA property. The opportunity provides momentum and shows tangible progress necessary for the ultimate envisioned stretch that will go from the Charles River to the Community Path in Somerville. There’s also a simultaneous opportunity for us to do landscaping improvements at the corner of Main & Galileo Galilei Way thereby creating an improved gateway into the Kendall Square area and providing value to the neighborhood. However, throughout 2014, it became apparent that a more desirable approach might be to complete the bicycle path now and do the landscaping improvements later on.

Mr. Zogg explained that the finalists for the Connect Kendall Square Design competition will be presenting their posters in a couple of weeks and a winner announced in the February/March timeframe which could affect this property as well as the adjacent “Pork chop” parcel. Other decisions that could affect the area are updates to the Kendall Square Urban Renewal Plan, discussions about zoning amendments in the MXD, and Whitehead’s expansion of 60,000 square feet onto the plaza which is across the street. Since the bike path won’t change regardless of all these things, Mr. Zogg suggested that we get the bike path done this year, take the gazebo down which everyone agrees doesn’t belong in Kendall Square, and put in temporary basic landscaping. After we get more information from the previously mentioned scenarios, we can think more holistically about all of the open space of CRA property within the urban renewal area.

Mr. Zogg asked the Board to extend the contract of FST to complete the remaining design work. This includes simplify the landscaping, eliminate the gazebo and respond to additional city feedback on traffic engineering crosswalk issues and location of traffic signal issues, and provide engineering oversight for construction and cleanup of the small amount of hazardous material. We intend to sign an MOU with the City DPW to act as the construction manager on CRA behalf.

With the addition of approximately $18,000-$19,000, additional design work based on how to treat the gazebo and responses to city comments to date, the amendment would be for $55,000, of which $35,000 was previously anticipated for the construction oversight related to the hazardous material when it was brought to our attention. Because of the hazardous material discovery that we reported to the state, we have a year after discovery to enter into a mediation solution, which means we need to be in the ground within this timeframe. Otherwise we would need to enter into another construction project for the soil area. We are coordinating with the Northeast utilities to allow them to do any needed electric or gas work and Veolia for any steam access improvements.

Mr. Barry Zevin agrees that it’s important to get moving on this project but it’s also important to have it look reasonable and have it done right from the beginning. He suggested having a quick consult with a landscape architect for direction. He is not convinced that the Connect Kendall Square competition will inform this in any way. He also feels that this is a significant vista that should have a visual continuity that needs to be established with tree plantings and relate to the trees on the north side of Broadway, which he realizes we don’t have control over. He thinks it’s reasonable to do the asphalt but is concerned that possible road widening might affect the sidewalk, but agreed that the location and design of the asphalt is not negotiable. He suggested taking down the dead trees as a starting point. There also the issue of adequate access and protecting the asphalt while the landscaping is done. Mr. Evans stated that an important landscape feature is to keep the healthy London Pine trees. The City’s arborist and landscaper have already looked at this plan. Ms. Born said that even if it’s temporary, we want it to look as good as it can. Mr. Crawford agreed but does not want to create a delay. Mr. Evans stated that we want to be in the ground in May and we would have
time to bring in a landscape architect. If we bring in the public, it will take longer. The consult will be for the temporary design. The final redesign would include a larger public audience.

The staff will take the sentiment of the Board and decide on whether to consult with a landscape architect for the temporary design of the landscape.

*A motion authorizing the Chair to approve an amendment to the professional services contract with Fay, Spofford & Thorndike to complete the design and provide construction management services for the Grand Junction Path Phase 1 was unanimously approved.*

8. Discussion: Foundry Demonstration Project Next Steps (Ms. Madden) *

Ms. Madden stated that the project continues to move forward and we are on schedule. The first step was the CRA Board approving the Demonstration Plan on December 17. Mr. Evans and Ms. Madden informally briefed the Planning Board on January 6. Last Thursday or Friday, there was a notice sent out for a public hearing at the Planning Board on February 10. This is the beginning of the process required under the Municipal Code Chapter 2.110. Either tomorrow or Friday, the City will submit the Disposition Report to the City Council, Planning Board, and City Clerk. The Planning Board will hold a public hearing to review the Disposition report and make a recommendation to the City Council. The City Council would then schedule a public hearing on the Disposition, perhaps in mid-March. The Demonstration Plan is being attached to the Disposition report. The Demonstration Plan is a document required under Chapter 21B, while the Disposition Report addresses the City process for granting a long-term lease.

Ms. Born stated that following this CRA open board meeting, there will be an executive session to discuss the terms of the real estate transaction. The Board also met in executive session on December 14 to discuss the real estate transaction. A Term Sheet, which summarizes these discussions, will be included with the publicly submitted Disposition Report. Ms. Madden said that a good working relationship continues with the City.

Included in the packet is the project’s schedule. If the lease is approved, we would begin the RFP/RFQ process with the hopes of selecting a developer by the end of the year. Ms. Madden noted that it is typical to have 18 months of design and 18 months of construction, although some development proposals may find ways to shorten this. The building will not be occupied overnight, given its current condition.

9. Update: Ames Street Residences (Mr. Lavery)

Mr. Lavery stated that Boston Properties has met with the CDD staff twice. There was a good exchange of information regarding the comments raised by the Planning Board. Boston Properties has worked with a number of consultants to add a Hubway station, improve lighting, and add plantings. Boston Properties has put together an operational plan for Pioneer Way with better garage exiting, multiuse space, addition of a 3rd level of bike storage, and addressed the residential feel issues with modest design touches. With respect to the height issue, a concrete proposal if necessary would only require a written determination and not require a full review. Boston Properties is scheduled to deliver updated materials to staff later this week and then have a follow up meeting and confirm the review at February 17 Planning Board meeting which is the nearest date.

Mr. Lavery would like to share these materials with the CRA Board at the nearest opportunity. Mr. Crawford asked for a presentation at the February board meeting.
10. Discussion: Kendall Square Urban Renewal Plan Amendment Policy Excerpts (Mr. Evans)*

Mr. Born stated that the plan amendments are being rolled out in an incremental basis. This is a preliminary airing and we are looking for input from the public on whether a broader meeting is necessary, although Ms. Born feels it is. Mr. Evans stated that the last discussion focused on the broad objectives and with some helpful suggestions from Mr. Kaiser we are getting a closer refinement of that section. This set of excerpts focuses on 5 or 6 major policy elements. To Ms. Hoffman’s comments about the MXD zoning, the first plan was the NASA plan and the first amendment was a restatement in 1977. This first amendment set up a new land use district in the City called the MXD. The urban renewal plan was used word for word for the zoning ordinance. Overtime, some of the language has drifted apart but for the most part, they duplicate the same language. The reason for the numerical difference that Ms. Hoffman mentioned in public comment is that 29,100 square feet of development capacity was added via a variance rather than a change to the zoning when the first Broad building was built.

Mr. Evans walked through a number of key points that are red-lined in the document. Added language is underlined and stricken language is struck out. The main thing added into Chapter 1, section 108, is the creation of an infrastructure for an alternative method for transit financing that the CRA would be empowered to take on through mitigation funds, its own funds, or other funding opportunities. This language creates a financing opportunity to help the Red Line or other transit service in the area without getting into specifics. We want to grow Kendall Square because of its transit rich environment. There is a history of the CRA investing in the initial transit infrastructure in Kendall Square. We want to be credited for this in our MEPA process but we don’t want to commit to things that are still being planned. Mr. Mullan suggested thinking of this as a transit linkage model that ties development and opportunity to the need for transit. Mr. Kaiser suggested that this fund should not be restricted to capital but include operations as well.

Chapter 4, Section 402, talks about the dimensional requirements. One of the things that the urban renewal plan and MXD zoning have is an aggregate gross floor area (GFA) that can get squished and moved around throughout the district. That number to date is 3,100,000 square feet of commercial plus 200,000 square feet reserved for residential. We are adding one million square feet to the capacity, which includes 600,000 square feet for residential (the 200,000 already dedicated to the Ames Street project and another 400,000 for future residential development imagined in the K2 plan).

   **ACTION ITEM:** Mr. Zevin noted a typo – the word “proceed” should be changed to “proceed.”

The section increases cumulative GFA by land use type. Office use and biotechnology manufacturing is increased by 600,000 square feet and retail increases by 50,000 square feet, of which a portion is proposed in the K2 plan to be exempt from the GSA cap to encourage ground floor retail. This section also increases the potential for multifamily housing cap by 600,000 square feet, although the commitment is only 400,000 square feet. There’s a cap on commercial but an allowance to exceed on housing so there could be 60% commercial and 40% residential as imagined or it could go the other way. In the cumulative GFA, the “float” square footage that was previously assigned north and south of Broadway in the urban renewal plan has new language stating that the float can happen on either side of Broadway. This matches the zoning language. The 60,000 square feet requested by the Whitehead addition is included in this urban renewal plan amendment. Whitehead petition will change the MXD zoning and the CRA will reflect the status when the MXD petition is written.

There is also a clause that has puts the responsibility of tracking use and open space by parcel onto the CRA who will keep an inventory and maintain records which has not been done.

The last section deals with GFA exemptions. Variances were already in the document. One addition is the exemption for residential outdoor areas such as balconies and private decks. The issue of bay windows needs to be researched further. Ms. Drury stated that bay windows require an easement from the City. Other added GFA exemptions include the innovation space and ground floor retail space provided it meets certain criteria.
The next section follows suit from the K2 recommendations. It eliminates the segregation of height limits north and south of Broadway so it matches existing zoning and also adds a height bonus for middle-income residential housing.

In the section regarding open space, we are not proposing any changes to the regulations that require an overall 100,000 square feet of public open space. An inventory and a satisfactory evaluation have been done. There are three changes with respect to the regulations of lot-by-lot open space requirements. We are specifically stating that roof decks and balconies will also be counted towards open space. To align with other dense urban areas and to equate the requirement for housing with that of commercial, the open space requirement for multifamily housing requirement is decreased from 15 to 8. The third change allows the ability to satisfy half of the open space requirement on the block if it can’t be met on the parcel. In general, we don’t want to make too many changes but we want to make it easier to build residential projects as proposed in the K2 plan.

Mr. Zevin is uneasy about public open space that is on private land. Mr. Evans explained that this is how the plan was originally laid out.

As for housing, the urban renewal plan will set a net 15% for inclusionary housing although this will not be written into the MXD zoning. If the city raises the inclusionary higher than 15%, this language will accommodate that increase. The second housing component bases middle income units on square footage rather than on a unit count and can align with the need for family units with more bedrooms.

Mr. Kaiser stressed the importance for specific, non-vague wording for the percentage of affordable and middle-income housing. Mr. Evans ensured that the wording is designed so that the inclusionary requirement of 15% must be met. If a developer wants to create a taller building, the middle-income housing figure would be an incentive.

The last Section 4 policy area to note is the inclusionary office space or innovation space requirement, which indicates that 5% of commercial would meet these characteristics. In Chapter 5, section 501, language about light industrial uses North of Broadway was removed since now there is no difference between North and South. Wording with respect to safe bicycle pathways and access were added. Section 5.2 acknowledges that the K2 design guidelines will be used as a point of reference for the CRA to create guidelines for project review. Section 3 states that there will be a master conceptual plan that will be approved by the CRA and provide the framework for design review with the city for projects.

This is the third installment of preliminary revisions to the urban plan renewal. The next time we see this document, it will most likely be a full-restated amendment, which will also include some additional edits. All installments have been on the website. Everything talked about will live on the website – the redlined objectives, the urban design presentation we had in the fall, etc. We’d also like to put these document on the coUrbanize site for public review and discussion and will notify the public once this has launched.

Mr. Zevin questioned the need to include “fallout shelters” in Section 108, item a. He also questioned the intent of item 6 in Section 501 if it refers to the well-designed arcade in front of Legal Sea Foods that was removed. He asked for an explanation regarding the small size stated in Section 412, c3 for the average size of separately contracted private suites. Mr. Evans explained that this would avoid creating large suites that are then taken over by a large company.
Ms. Drury suggested including sustainability as a CRA concern to earlier sections.

The discussion was closed. The Board voted to convene in executive session for the purpose of discussing terms of the proposed lease of the Foundry Building at 101 Rogers St. from the City to facilitate the redevelopment of the Foundry building through the Foundry Demonstration Project Plan. Since the Board concluded its business set forth, it will not convene in open session. The regular board meeting ended at 9:17pm. A role call was taken to convene in Executive Session:

- Mr. Christopher Bator – Yes
- Ms. Margaret Drury – Yes
- Ms. Katherine Born – Yes
- Mr. Conrad Crawford – Yes
- Mr. Barry Zevin – Yes
To the Honorable, the City Council and the Members of the Planning Board:

Please find attached for your consideration a Disposition Report for the Foundry Building. This submittal is also herewith being transmitted to the City Clerk.

Summary

As part of the redevelopment of the Foundry Building at 101 Rogers Street, I am recommending that the City Council vote to approve of the disposition of a long-term leasehold interest to the Cambridge Redevelopment Authority (CRA), in accordance with Section 2.110.010(G) of the City’s Disposition Ordinance. The CRA would then issue an RFQ/RFP for a developer to complete necessary improvements, building fit-out, and facilitate the reuse of the Foundry building according to the vision and objectives developed through a robust community process, and within the overall framework requested by the City Council and the community.

The City Council was briefed on this project on December 15, 2014, and the Planning Board was briefed on January 6, 2015. On February 10, the Planning Board will hear the proposal to dispose of the long-term leasehold and will make a recommendation to the City Council. Within six weeks of receipt of the City Manager’s recommendation and the Planning Board report, the City Council must hold a public hearing to decide on the proposed disposition and the diminution of the full disposition process as described below. The project also will need City Council approval of a Demonstration Plan pursuant to the provisions of MGL Chapter 121b. The draft Demonstration Plan was approved by the CRA Board on December 17, 2014.

Proposed Project Disposition

The Foundry building is a former industrial and office building that is currently vacant. The property was acquired by the City of Cambridge in 2012 from Alexandria Properties in connection with a zoning amendment sought by Alexandria. The zoning amendment is incorporated into the Cambridge Zoning Ordinance as Section 13.59.10 and states a preference for the Foundry Building’s use for municipal or community uses as generally set forth in Section 4.33 of the Table of Use Regulations; and requires at least 10,000 square feet to be devoted to educational, cultural or institutional uses listed in Section 4.33 of the Table of Use Regulations.

The proposed approach to the Foundry Redevelopment is subject to Cambridge Municipal Code Chapter 2.110.010-Disposition of City Property (the “Disposition Ordinance”). Pursuant to the Disposition Ordinance, the City Manager is required to prepare a comprehensive report (the “Disposition Report”) addressing the potential uses of the property or property interest to be disposed of, including but not limited to, the financial impact of each use, zoning status, development potential of the property or property interest, and any proposed development plans for the property or property interest. The Planning Board is required to hold a public hearing, after which it will submit a recommendation to the City Manager for submission to the City Council. The City Council will then hold a public hearing on the disposition of the leasehold interest in the Foundry and the diminution of process, which each require a 2/3 vote for approval.

As part of the disposition process, I am requesting that the City Council approve a diminution of the full disposition process. Pursuant to Section 2.110.010(G) of the Disposition Ordinance, the City Council may vote to authorize a diminution of the full disposition process set forth in the Disposition Ordinance. A vote to diminish the full disposition process would allow for disposition of City-owned property where the full process of the Disposition Ordinance would be unduly burdensome, including but not limited to, the property valuation through appraisals and traffic impact studies.
If the disposition is approved by the City Council, the City Manager would then be authorized to negotiate a lease with the CRA, which would be the fundamental document setting forth the relationship regarding the Foundry Building between the City and the CRA. The terms of the lease, which must also be approved by the CRA Board, will be guided by the approved Demonstration Plan and the Disposition Report. In addition, the lease between the City and the CRA will require that the CRA conduct a robust, public, and competitive process for selecting a developer for the Foundry, which is designed to leverage the CRA’s resources and to accomplish the City’s objectives consistent with ongoing community input.

Very truly yours,

Richard C. Rossi
City Manager
BACKGROUND

The City of Cambridge acquired the Foundry building, a currently vacant, former industrial and office building, from Alexandria Properties in 2012 in connection with a zoning amendment sought by Alexandria. The zoning amendment is incorporated into the Cambridge Zoning Ordinance as Section 13.59.10 and provides “for the transfer of ownership to the City of Cambridge of the existing building and lot identified as 101 Rogers Street (also known as 117 Rogers Street and as the Foundry Building) (Tax Parcel 27-82), with a preference for its use for municipal or community uses as generally set forth in Section 4.33 of the Table of Use Regulations, at least 10,000 square feet of which shall be devoted to educational, cultural or institutional uses listed in Section 4.33 of the Table of Use Regulations, at a time and in a form acceptable to the City.”¹

The intention of proceeding with a disposition process for the Foundry is to allow the City to enter into a long-term lease with the Cambridge Redevelopment Authority (“CRA”) that will facilitate the redevelopment of the Foundry building in a way that is consistent with the vision and objectives expressed by the City and the community, while remaining flexible and financially sustainable. Based on the extensive public process to date, and the uniquely inter-agency collaborative transaction that would be possible between the City and the CRA, a fellow governmental agency of Cambridge that is designed to facilitate uses that directly benefit the citizens of Cambridge, a diminution of the full disposition review is recommended.

This report is intended to be used in conjunction with the attached Foundry Building Demonstration Project Plan and Foundry Lease Term Sheet. Both documents provide additional detail regarding the general terms of a recommended lease between the City and the CRA, the proposed role that the CRA will serve in the future use of the Foundry, and the proposed governance structure for the building.

COMMUNITY ENGAGEMENT

The community has been engaged throughout the process since the time that the City acquired the property in 2012.

June 4, 2012
The City Council Neighborhood and Long Term Planning Committee held a public meeting to consider ideas for the best long-term community use of the Foundry Works building.

¹ “Any Final Development Plan shall provide for the transfer of ownership to the City of Cambridge of the existing building and lot identified as 101 Rogers Street (also known as 117 Rogers Street and as the Foundry Building) (Tax Parcel 27-82), with a preference for its use for municipal or community uses as generally set forth in Section 4.33 of the Table of Use Regulations, at least 10,000 square feet of which shall be devoted to educational, cultural or institutional uses listed in Section 4.33 of the Table of Use Regulations, at a time and in a form acceptable to the City. Such transfer shall include the full development rights attendant to such lot at an FAR of 3.0 as generally permitted within the applicable PUD. Upon the execution of such transfer of ownership, the PUD Permittee shall be entitled to 43,684 square feet of additional Gross Floor Area for non-residential or residential development within the approved Final Development Plan above that otherwise permitted through application of the FAR limitations set forth in the PUD-3A and 4C Districts, and if ownership of a portion of up to 5,254 square feet of the lot identified as 249 Third Street (Tax Parcel 27-76) is transferred to the City of Cambridge, upon the execution of such transfer of ownership, the PUD Permittee shall be entitled to additional Gross Floor Area, as well, equal to the product of 3 times the number of square feet of such portion of such lot. Such Gross Floor Area may be included in the approved Final Development Plan, notwithstanding that such approval may precede the actual transfer of the property to the City.”
July 31, 2013
The City Council Finance Committee conducted a public meeting to examine the finances of various proposals for the future of the Foundry. The City Manager presented a cost benefit analysis of several scenarios, including but not limited to sale of the building, retention of the building for rehab and lease, and retention for use by nonprofit rental/community space.

August 16, 2013
A joint meeting of the Neighborhood Long Term Planning Committee, Economic Development, Training and Employment Committee and the Public Facilities, Arts and Celebrations Committee was held regarding the Foundry. HMFH Architects Inc., which was contracted by the City to independently assess the potential reuse of the Foundry, presented a report that identified different construction scenarios and estimated the total cost of upgrades.

October 30, 2013
City staff hosted tours of the Foundry as well as an informational session led by the City Manager, Deputy City Manager and CDD staff. Questionnaires were distributed to gather additional public input.

February 19, 2014
At their monthly public meeting, the CRA Board was given an overview of the Foundry and discussed a possible role.

March 3, 2014
A special City Council meeting on the Foundry was held in order to discuss a report by the City Manager that outlined potential implementation approaches and financial models for redeveloping the building.

April 16, 2014
At their monthly public meeting, the CRA Board discussed the planning and implementation alternatives for the Foundry and voted to explore the creation of a Demonstration Plan.

June 24, 2014
A community workshop was held to generate ideas regarding the Foundry mission by testing program concepts.

July 23, 2014
The Foundry was discussed at the CRA Board meeting.

July – August 2014
The City and CRA held interactive work sessions about the Foundry with Cambridge youth at the Cambridge Cable Television and Cambridge Arts Center and with youth counselors from the Mayors Summer Youth Employment Program.
October 29, 2014
A community meeting was held to discuss the next steps in the redevelopment process including governance and implementation and a real estate financial analysis.

December 15, 2014
City staff briefed the City Council on the status of the Foundry based on the draft Demonstration Plan.

December 17, 2014
At its monthly public meeting, the CRA Board reviewed and approved the draft Demonstration Plan for the Foundry Project.

January 6, 2015
The City and the CRA staff briefed the Planning Board on the status of the Foundry and the proposed disposition and redevelopment status.

January 21, 2015
The CRA Board met and reviewed and approved the draft Term Sheet setting forth the basic terms of the lease transaction that is proposed between the City and the CRA.

The extensive community input informed the vision statement for the Foundry as well as key objectives for the redevelopment of the building, which are detailed in the Foundry Demonstration Project Plan. The Vision and Objectives will be reflected in the Lease, the Sublease and the RFP selection criteria.

SUMMARY OF DISPOSITION PROCESS
Any disposition of a real property interest owned by the City, whether by lease or a transfer of title in fee or by easement, is subject to Massachusetts General Law (M.G.L.) Chapter 30B, the Uniform Procurement Act, as well as Cambridge Municipal Code Ordinance Chapter 2.110 “City-Owned Land and Buildings” (“Disposition Ordinance”).

M.G.L. Chapter 30B, the Uniform Procurement Act
If the City partners with the CRA in the re-use of the Foundry, the City could convey or lease the Foundry to the CRA without the transfer being subject to M.G.L. Chapter 30B. Section 1(25) of Chapter 30B excludes “a contract to sell lease or acquire residential, institutional, industrial or commercial real property by a public or quasi-public economic development agency or urban renewal agency engaged in the development and disposition of said real property in accordance with a plan approved by the appropriate authorizing authority.” As a redevelopment authority created under M.G.L. Chapter 121B, the CRA would have flexibility with respect to Chapter 30B restrictions that the City would face if it were to re-develop the Foundry. This flexibility would enable the CRA to work in consultation and collaboration with the City to craft a disposition process driven by public objectives.

Cambridge Municipal Code Chapter 2.110 requires the City Manager to convene a community meeting to discuss the issues and community concerns about a proposed disposition of a City-owned property or property interest. Thereafter, the City Manager is required to prepare a comprehensive report addressing the potential uses of the property or property interest to be disposed of including but not limited to, the financial impact of each use, zoning status, development potential of the property or property interest, and any proposed development plans for the property or property interest. The City is also required to obtain two independent appraisals of the property or property interest. The City Manager’s report is required to be submitted to the Planning Board, the City Council and the City Clerk for public dissemination. The Planning Board thereafter holds a public hearing on the report and afterwards forwards its recommendation to the City Manager for transmittal to the City Council. The City Council holds a public hearing as well, and any disposition of a property interest the City Council approves requires a two-thirds majority vote.

Diminution of Process

As mentioned above, a diminution of the full disposition process is recommended, based on the extensive public process to date and the unique nature of the contemplated transaction between the City of Cambridge and a fellow government agency.

If the City Council agrees with the recommendation to authorize a lease of the Foundry to the CRA, the City Council may vote to authorize a diminution of the full disposition process permitted by Section 2.110.010(G) of the Disposition Ordinance, which provides for disposition of City-owned property where the full process of the ordinance would be unduly burdensome, including, but not limited to, the property valuation through appraisals and traffic impact studies. Limiting the scope of review for the requested disposition would be consistent with the expressed objective of the procedure required by the Chapter: to render “a fair analysis of how the greatest public benefit can be obtained from the City property in question.” The community engagement to date regarding the Foundry, this report, as well as the Foundry Demonstration Plan, and the Foundry Lease Term Sheet are intended to provide the information necessary to enable the City Council to make an informed determination on this matter. Additional public hearings are to be scheduled before the Planning Board and the City Council.

DESCRIPTION OF THE PROPERTY

The physical description of the property is detailed in the attached Foundry Demonstration Project Plan. The Demonstration Plan also includes detailed information regarding the results of a Foundry Reuse Study report prepared by HMFH Architects, June 18, 2013.
Current Use of the property

The property is currently vacant and does not produce income or substantial benefits for the City or surrounding neighborhood. Because of the existing code and accessibility issues, using the building for even temporary events or functions can be prohibitive. Some city staff resources as well as energy costs are used for the general upkeep and security of the building.

Existing Zoning Status of the Property and Other Applicable Legal Requirements

The Foundry is in an Industry A-1 base zoning district and two overlay districts, the Eastern Cambridge Housing Overlay (“ECHO”) District and the PUD-4C district. Two unique zoning requirements apply to the site:

- The maximum allowed Floor Area Ratio (“FAR”) is 3.00 for all uses.
- At least 10,000 square feet of Gross Floor Area must be devoted to educational, cultural or institutional uses listed in Section 4.33 of the Table of Use Regulations.

Development and use limitations

<table>
<thead>
<tr>
<th></th>
<th>Existing Conditions (estimated)</th>
<th>Allowed by Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Floor Area Ratio (FAR)</td>
<td>1.52</td>
<td>3.00</td>
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<tr>
<td>Gross Floor Area</td>
<td>57,000 square feet</td>
<td>112,500 square feet (max)</td>
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<tr>
<td>Height</td>
<td>47 feet</td>
<td>45 feet (max)</td>
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<tr>
<td>Open Space</td>
<td>3,000 square feet</td>
<td>None required</td>
</tr>
<tr>
<td>Parking</td>
<td>54 spaces</td>
<td>Requirement depends on use</td>
</tr>
<tr>
<td>Bicycle Parking</td>
<td>None</td>
<td>Requirement depends on use</td>
</tr>
</tbody>
</table>

**ALL FIGURES APPROXIMATE**

<table>
<thead>
<tr>
<th>Uses Allowed by Base Zoning</th>
<th>Required for at least 10,000 square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential: all types except hotel, transient</td>
<td>Religious: congregation hall, rectory, convent, community center</td>
</tr>
<tr>
<td>Institutional <em>(see right column)</em></td>
<td>Educational: public/private school, university, vocational school, day care, dormitory</td>
</tr>
<tr>
<td>Office: all types</td>
<td></td>
</tr>
<tr>
<td>Retail: stores, restaurants, consumer services</td>
<td>Noncommercial research</td>
</tr>
</tbody>
</table>
Project Review

Development of the Foundry, whether it involves rehabilitation of the existing building or construction of a new building of at least 50,000 square feet, would require a Project Review Special Permit from the Planning Board.

Zoning Changes Within the Last Five Years

A zoning change affecting the property occurred in 2009 and created the PUD -4C zoning district and resulted in the transfer of the property to the City.

Historic Considerations

Because it is over 50 years old, the Foundry building is subject to Cambridge’s Demolition Delay Ordinance. The Cambridge Historical Commission regards the building as “significant” under the City’s Demolition Delay Ordinance. Proposals for demolition would therefore be subject to review by the Historical Commission. It is worth noting that the City does not currently have any plans to demolish. The Commission could decide to study the property for possible Landmark Designation. In addition, while the Foundry is not currently listed on the National Register of Historic Places, it may be eligible for listing given that similar adjacent historic buildings are listed.

CONSIDERATIONS FOR DISPOSITION

Alternative Uses for the Property

Since the Foundry was acquired by the City, there has been significant public discussion regarding how to use the Foundry in a way that is most beneficial to the community. Throughout the process, several alternatives have been discussed and analyzed. The preferred alternative - to enter into a long term lease with the CRA - has the potential to meet the community vision and goals for the building while being financially sustainable and limiting the tax burden, while providing the City and community with an appropriate level of oversight on building uses.
Preferred Alternative No. 1: City Enters into a Lease with the CRA

Under this alternative, and as described in detail in the attached Demonstration Project Plan and Lease Term Sheet, the City would enter into a long term lease agreement with the CRA, which would then enter into a sublease with a Development Entity to complete the building fit out and redevelop the property according to the vision and objectives created by the community. The development entity could be for-profit or non-profit or a combination thereof. The City will invest $6 million for necessary capital improvements to the building, and the CRA will provide $2 million to establish a reserve accounts fund.

While the City would maintain ownership of the property, the CRA would provide public oversight over uses of the property in conformance with the City-outlined reuse goals. There are a number of unique potential advantages associated with this alternative.

Potential Advantages:
• Because a transfer to the CRA would be exempt from M.G.L. Chapter 30B, the redevelopment process can be prepared with an outcome specifically designed to achieve broader City objectives, including a developer review and negotiation process to select a redevelopment partner and would not be limited to a 30 year terms that the City would ordinarily be limited to;
• The CRA will assist in crafting a financially feasible development program for both the capital improvements and long-term operation of the building that maximizes the City’s objectives to provide community education, arts, and development programs;
• The CRA will also provide focused pre-development resources towards this project as a new community development initiative for East Cambridge, and take on a long-term management role of the Foundry;
• The CRA also has the ability to leverage some of its own capital reserves for financing and leveraging of third party funding sources such as historic tax credits, MassDevelopment investment, and public/private partnerships;
• The City would maintain ownership of the property as well as maintaining significant control over the uses within the Foundry through an Advisory Committee, which would be created specifically to make recommendations on the types of uses in the building and provide periodic updates to the City Manager and the CRA;
• The building would also be financially sustainable without creating a significant City tax burden.
• The CRA could function as a public steward of the building and the delivery of the public benefits anticipated by the Vision and Objectives.
Alternative No. 2: City Retains Ownership and Leases to a Private Entity to Develop and Operate

Under this alternative, the City would retain ownership over the Foundry and also invest $6 million to make necessary improvements to the building such as required code and accessibility upgrades and repairs. The City would then issue an RFP for a lease with a Development Entity to complete the building fit out and redevelop the property according to the vision and objectives created by the community. Absent special legislation, the term of the lease would be limited to thirty (30) years. A private developer in this alternative would also likely seek to maximize profits as well as cover the costs of needed building improvements and operations.

Potential Advantages:
• The redeveloped building has the potential to be financially sustainable without creating a significant City tax burden;
• The City would maintain ownership and control of the property.

Other Issues Considered:
• The required limit of the lease term to 30 years may make it difficult to find private financing to complete the necessary repairs and can reduce the incentive for a private developer to reinvest in the building as it nears the end of the first life cycle of improvements;
• Due to existing laws regarding the manner of procurement, there will likely be much less flexibility in identifying appropriate development entities with creative ideas to achieve the community’s vision and objectives.

Alternative No. 3: City Sells the Property to be Developed by a Private Entity, with Restrictions

Under this alternative the City, could sell the property to a separate entity. The proceeds from the sale would go directly to the City and could possibly be reinvested into community uses. However, the exact sale price would have to be determined after considering any applicable restrictions, which could affect the final amount. The buyer would also likely be responsible for the remaining needed physical repairs to redevelop the building for a new use while meeting applicable zoning requirements, including 10,000 of community space within the building. A private developer would likely seek to maximize profits as well as cover the costs of needed building improvements and operations, and therefore look to rent as much space in the building as possible to private, non-community uses.

Potential Advantages:
• A private development entity may have more flexibility in managing costs than the City would;
• The public would potentially benefit from a minimal impact on the tax burden as well as potential funding for community benefits as a result of revenue from the sale of the building.

Other Issues Considered:
• According to an October 2014 analysis by HR&A Advisors, it is estimated that it is financially feasible for a private entity to redevelop the site. However, the report also noted that the feasibility increased with greater public subsidies and a higher intensity of private, non-community uses;
• The City and community will lose a considerable amount of control over what types of uses will be present in the building beyond the with the requirements under zoning;
• The City would also likely lose the opportunity to revisit and/or revise uses within the building over time to reflect potentially changing community goals.

Alternative No. 4: City Develops and Operates the Property

Under this alternative, the City would complete all necessary capital improvements and building fit out for a range of uses. The City would also manage and operate the building once it is occupied.

Potential Advantages:
• The City would maintain ownership of the property as well as maintain control over the uses within the Foundry;
• The City could potentially receive revenue from rents within the building;
• The redeveloped building will likely include community focused uses.

Other Issues Considered:
• There are typically additional costs and longer timeframes associated with public construction projects;
• It is estimated that the cost of all construction and basic interior fit out under this alternative would be $22 million. This amount would likely be bonded over 10/20 years and would have an impact on City tax bills. In addition, the cost of operating the building once it is occupied is estimated to be approximately $700,000 per year (staffing, maintenance, supplies, and utilities);
• Adaptive reuse of historic buildings often involves unanticipated conditions that increase redevelopment costs
• There are potential complications to the City leasing space to non-profit uses beyond what is required by the Zoning Ordinance due to the Massachusetts Anti-Aid Amendment to the State Constitution.
DEVELOPMENT POTENTIAL OF THE PROPERTY

As described above, the building has the potential to be redeveloped in several ways and with a range of uses. Current zoning allows an FAR of 3.00, which is higher than the 1.52 FAR of the existing building. However, because of the lot size and height limits it is not likely that the size of the current structure will be changed significantly. The zoning also states a preference for municipal or community uses.

The Project Review Special Permit requirements in Section 19.20 of the Zoning Ordinance would require that the developer of the property prepare and submit a Traffic Impact Study addressing the specific impacts of the proposed project. The Planning Board, in approving the project, could require mitigating measures to address any anticipated impacts.

The existing building currently has 42 automobile parking spaces below ground, 12 surface parking spaces, and no dedicated bicycle spaces. The number of automobile and bicycle parking spaces required as part of the redevelopment of the building would depend on the types of uses.

PROPOSED DEVELOPMENT PLAN AND RECOMMENDED FINANCIAL ARRANGEMENTS

The proposed development plan and recommended financial arrangement based on the preferred alternative are detailed in the attached Demonstration Project Plan and Lease Term Sheet. In summary, the City will appropriate $6 million for capital improvements. The CRA will provide $2 million to establish an operating fund reserve and a capital fund reserve. The development entity is expected to contribute a rent payment, which will be used to provide a) support for the program; b) additional improvement to the property to support the program, building administration, or for the recovery of pre-development expenses; or c) deposited in the operations and capital reserve accounts. At each ten year anniversary, the CRA and the development entity will renegotiate the rent payments to account for market adjustments and the performance of the project as a whole.

CONCLUSION

Upon review and evaluation of different alternatives for redeveloping the Foundry building as well as extensive public input and discussion over the last several years, it is recommended that the City Council authorize the City Manager to enter into a Property Disposition agreement for the Foundry building in order to enter into a long-term lease with the Cambridge Redevelopment Authority (CRA) in accordance with the Demonstration Plan subject to any conditions and limitations the City Council may deem necessary and appropriate after full consideration of this report, the recommendations of the Planning Board and a hearing on the proposed disposition before the full City Council. The CRA provides unique and significant advantages to redevelop the building so that it meets the community vision and objectives, while
allowing the City to maintain ownership and a degree of control over uses and operations, and ensuring that the building is financially sustainable.
January 22, 2015

Tom Evans
Cambridge Redevelopment Authority
One Cambridge Center, 4th Floor,
Cambridge, MA 02142

Dear Mr. Evans

As a long time advocate for the Grand Junction Multiuse Path I want to extend my thanks to you and the CRA Board for their actions at the last CRA Board meeting to advance the construction of Grand Junction Path. With the support of the CRA and MIT, this spring will mark a tremendous milestone in the creation of what I consider to be one of the most important transportation and open space projects in the City of Cambridge.

I feel strongly that this is a transportation project that all of Cambridge will benefit from especially the residents in the neighborhoods along the trail, Kendall Square commuters, and the businesses that employ them.

The CRA has proven to be a great partner in advancing the project and I am wondering if the City can once again call upon your talents to help us understand how to advance the more complicated stretch of this path from Binney Street to the Somerville Line. It is an area with many land owners and various conflicts that still need to be addressed to bring this project to full fruition.

I have also submitted a Council Order which asks the City to present language that would create a Grand Junction Overlay District. My hope is that such an Overlay District would create a valuable tool that could provide flexibility for land owners, ensure safe and appropriate setbacks are maintained, and be the foundation for future development along the rail road that would keep the Grand Junction Multiuse Path at the forefront of any planning or discussions.

I look forward to continuing our work to bring safe pedestrian and biking options, creating much needed open space, and investing in this important transportation infrastructure.

Thank you for your help with this vision and please extend my thanks to the entire CRA board.

Sincerely,

Timothy J. Toomey Jr.
City Councillor.
To: Tom Evans, Exec. Director, Cambridge Redevelopment Authority

From: Stephen H. Kaiser, PhD

December 2014 & January 2015 drafts of Amendments to the KSURP

In my public comments of January 21, 2015 I offered both commentary and suggestions for possible changes to the proposed plan and rezoning of the MXD district. This letter is intended to elaborate on those concerns, with additional proposals.

It is my understanding that the first step to alter the zoning in the MXD district is to prepare an Urban Renewal Plan amendment. This step is as it should be, with zoning following later and being consistent with the plan.

The January 16, 2015 memorandum on the KSURP Amendment is intended to reflect changes centered on “innovation, creativity and technology.” It also seeks to move “in furtherance of the recommendations from the 2013 K2 Planning Study.

Chapter 1 of the draft Amendment of December 15, 2014 contains sections on boundaries, plan objectives, procedural execution, and proposed Urban renewal actions, land acquisition and relocation. I have only the first four pages of the draft, and see nothing about consideration of alternatives.

* alternative densities, of more or less than that one million gsf.
* different mixes of housing, office and retail.
* different roadway treatments, especially for Binney Street and Broadway.
* different setbacks or step backs of upper floor of buildings from the street.

The one section in Chapter 1 that stands out is Section 102 on Urban Renewal Plan Objectives. I leave it to the Board to define the meaning of “decadent” and how much of existing architecture at Kendall Square may be sufficiently dated and obsolete to qualify as “decadent.” Outside the Kendall Square district, it is my opinion that identification of
decadent modernist buildings in Cambridge should include the Sullivan Courthouse, the Tobin School, the William James Hall at Harvard, the Green Building at MIT, 675 Mass Avenue at Central Square and the Carpenter Center at Harvard.

Section 102 (b)(1) includes changes with an inherent class bias, by deleting the promised emphasis on blue collar jobs and instead including an emphasis on knowledge economy yuppification. As a minimum, some sort of balanced and inclusive goals should be expressed here.

The same section includes a reference to “upgrade Cambridge workers’ skills” : was it intended and does it remain so that an education and training component would be one of the CRA responsibilities at Kendall Square?

Section 102 (b) (2) makes a reference to facilitating multimodal use. I think the 21st century goal is not to facilitate auto usage, and that the true goal should be zero growth for cars at Kendall Square and instead a transportation plan that is based on transit, pedestrians and bikes. I can find nothing in the documentation that indicates what is needed to “facilitate transit facilities” in the Kendall square area. This is a constant concern I have raised at many meetings, and it has yet to be responded to.

In Section 102(b) (3) and (c )reference is made to “public transportation facilities”: – a better wording would be “both public and private transit service.”

Section 102 (c ) : the term “appropriate” should be replaced by “transit-oriented”

Section 102 (e) : add after “the public interest” the word “the common good.”

Add at the end of Section 102 (g) the words “consistent with good planning practice and reasonable public participation.” The intent is to avoid the sometimes common bureaucratic fascination with “fast-tracking.”

Section 102 (i) the goal of stabilizing surrounding neighborhoods” needs some explanation given the overheated development pressure in Cambridge. I presume that such stabilization would not include rent control, which I believe was in existence in 1977.
Section 102 (j) should not include alleviating problems of auto or truck movements. Other modes yes, but vehicles – status quo at best.

Proposed Urban Renewal Actions in Section 104 should include planning and monitoring of construction and usage.

In section 106 ((b) relocation, where are the ten families and individuals who are referred to in the draft?

In the memorandum of January 16, what are the “provisions that would assist the CRA in linking transit investment to development.” I have heard no discussion of transit investments at Kendall. What are some of the options?

Reference to “fall-out shelters” sounds somewhat quaint.

The last paragraph of Section 108 to establish a transit mitigation fund needs more definition, especially a funding ratio, based either on square footage or project cost. One option is for a developer to do in-kind work rather than a cash payment. I suggest that the first action in this regard is that Boston Properties perform an analysis of improving capacity and reliability of the Red Line.

Does section 402, I would suggest a higher residential component, since there is little inclination on the part of Boston Properties to build housing at Kendall Square, probably the most needed land use.

The five exemptions of GFA listed on page 4 as part of Section 402 should be deleted. The current trend in writing zoning is to make too many exemptions from GFA and FAR, thus reducing the meaning of FAR as a control on density.

The building heights contained in Section 402 (c ) are excessive in the sense that they provide for 25 to 30 story buildings that could create a canyon effect on the streets. In the past street-level setbacks have been excessive and not conducive to good human activity along the sidewalks. Limiting setbacks for the first four stories makes sense, followed by stepped set-backs of the building for the next ten stories, and then some upper level limits of floor plate size for taller towers.
Already, with construction not completed, Ames Street is showing problems with canyon effect for building in the range of 0 to 15 stories.

Limits should be placed on rooftop mechanicals, so that only ten feet of rooftop mechanicals are exempt from height limits.

I would be opposed to the Middle Income housing bonus as described on page 7 under Section 411 Housing, The Kendall experience on housing incentives for height has not been wholesome. The 2001 ECaPS study supported such an arrangement, and in less than a decade Alexandria proposed new zoning that would remove the special incentive for housing and would allow residential and office building to be the same maximum height. The result is that Alexandria had proceed in what was a housing incentive area by building only non-residential structures.

Again on page 7, item (b), all housing should be included for its actual floor area, with no exception.

The provision of benefits for middle income housing which can include people at twenty percent more than the median family income is not good public policy, when the proper incentives should be for housing for lower income citizens. It is not clear whether funds contributed to the Affordable Housing trust Fund can be used for Middle Income housing construction.

At the bottom of page 7, item c) should either be deleted or clarified. The word “also” is most puzzling.

Under Section 412 (a), the reference to “Existing Gross Floor Area” must be clarified or deleted.

Section 5.01 (2) is most puzzling. What is the reference to “the rapid transit station within the portion of the project area...”? Is that the Kendall Square station? If so, say Kendall Square.

Section 502, Development Guidelines and Design review. I would not be in favor of verbatim adoption of the K2 Design Guidelines. There should be the option for amendment of those guidelines by the CRA board.
I think I am missing pieces of the proposal, since what I have is 101-106, 108, 402, 403.411, 412, 501, 502, and 503.

Sincerely,

Stephen H. Kaiser, PhD
Mechanical Engineer
The Cambridge Redevelopment Authority (CRA) was founded on November 12, 1956 pursuant to the authority granted by Massachusetts General Law Chapter 121B, § 3.

CRA Board Officers
Kathleen L. Born, Chair
D. Margaret Drury, Vice Chair
Christopher F. Bator, Treasurer
Conrad Crawford, Assistant Treasurer
Barry Zevin, Assistant Secretary
Thomas L. Evans, Executive Director

Cambridge City Council 2014
David P. Maher, Mayor
Dennis A. Benzan, Vice Mayor
Dennis J. Carlone
Leland Cheung
Craig A. Kelley
Marc C. McGovern
Nadeem A. Mazen
E. Denise Simmons
Timothy J. Toomey, Jr.

Richard C. Rossi, City Manager
Lisa C. Peterson, Deputy City Manager

in memoriam
Brian P. Murphy, Assistant City Manager for Community Development

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2014 was a significant rebuilding year for the Cambridge Redevelopment Authority (CRA). After a ten-month collaborative planning effort with the city and the Cambridge community, the CRA adopted its Strategic Plan which set forth a new mission (above), operating principles and programmatic priorities for the organization. The Board and staff took on many corrective actions to address issues of governance and financial management identified by legal review and fiscal audits. The CRA hired a permanent Executive Director, an Office Manager and a full time Program Manager to undertake the redevelopment projects and internal control efforts launched in 2014.

Kendall Square saw continued growth and evolution as an urban center for innovation with the opening of the new Broad Institute research facilities and expansion of Google’s office in Kendall. Two new restaurants opened within the Kendall Square Urban Renewal Plan (KSURP) area with other establishments opening in the neighborhood. Boston Properties, working closely with the CRA, rebranded the Cambridge Center development to Kendall Center. Multiple streetscape projects were completed and the rebuilding of Main Street began. Planning and design work is underway for many of the parks and open spaces in the area, including the Grand Junction Path and Point Park, to be coordinated with the new Third Street connection to Main Street.

In alignment with the Strategic Plan, two new programs outside the KSURP have been initiated. The first is a partnership with the City toward the redevelopment of the Foundry Building into a community center for creativity and innovation. The second is the piloting of the Forward Fund to provide capacity and capital grants to local organizations to undertake improvements to benefit Cambridge neighborhoods.

The 2014 Annual Report follows the organizational structure of the Strategic Plan and should serve as a framework for measuring progress on the goals set forth in this Plan.
Staff continued to sort through the extensive materials in the CRA office. Over the summer, a large collection of documents and maps in basement storage were boxed and relocated, while large amounts of equipment and furniture were moved or discarded. Staff researched, assembled documents, and scanned an extensive collection of photographs and plans related to all of the historic work of the CRA (see map on opposite page). The Public Library agreed to serve as the archive for CRA photographs and documents and has established an initial collection of materials from the office related to planning work and redevelopment projects.

In response to the 2011-2013 audits, staff wrote an Internal Control Policy to provide protocol for financial management and separation of duties in the handling of funds, drawing on advice from a financial consultant. The five objectives of the policy are:

- Safeguard against waste and fraud
- Promoting accuracy and reliability in accounting and operating data
- Encouraging and measuring compliance with financial policies
- Evaluating efficiency of financial operations
- Providing procedures for oversight by the Board of assets and finances.

The Board adopted the Internal Controls Policy in June of 2014.

Staff followed up this effort with the development of a thorough Procurement Policy, which clarifies the state regulations that direct the contracting decisions of the CRA and establishes roles for the Board and the Executive Director in procurement decisions. Further, the Procurements Policy is designed to achieve a variety of objectives summarized below:

- Fairness and objectivity
- Ensuring reasonable costs & efficiency
- Accountability & ethical standards
- Value-added procurement
- Sustainability
- Legal considerations

After review at multiple public meetings, the Board adopted the Procurement Policy in November of 2014.

Staff continued to sort through the extensive materials in the CRA office. Over the summer, a large collection of documents and maps in basement storage were boxed and relocated, while large amounts of equipment and furniture were moved or discarded. Staff researched, assembled documents, and scanned an extensive collection of photographs and plans related to all of the historic work of the CRA (see map on opposite page). The Public Library agreed to serve as the archive for CRA photographs and documents and has established an initial collection of materials from the office related to planning work and redevelopment projects.
The firm of Roselli, Clark & Associates continued its role as auditor of the CRA for the fiscal year 2013. The audit includes a Reports on Basic Financial statements and a Management Letter which details any areas of concern with the CRA procedures and fiduciary practices. While some “housekeeping” actions remain to be completed, the significant and notable efforts put forth by the Board, the new Executive Director, and outside financial consultants resulted in 2013 report that reflected no significant deficiencies or material weaknesses. Thus, no Report on Internal Controls was produced. This is an achievement worth recognition given the challenges of the past three years.

In the expenditures for 2014, personnel and professional services are the largest cost areas followed by retiree benefits, and office rent. In June 2014, the CRA bookkeeping system was modified to track each expense on a project by project basis.

In contrast to previous years, there was a minimal amount of income in 2014, due to the lack of development fees. CRA revenues include close to $12,000 for the sublease of office space in the beginning of the year and rent of Parcel 6 land for construction staging. An additional $79,919 of investment income brings the total revenue to $92,967 (see budget chart). In years without development income, the CRA must utilize its cash reserve for operating expenses.
### 2014 Operating Expenses and Budget

<table>
<thead>
<tr>
<th>Category</th>
<th>2014 Budget</th>
<th>2014 Actuals</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Revenue:</strong></td>
<td></td>
<td></td>
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<tr>
<td>Discounts Given</td>
<td>$100</td>
<td>$100</td>
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<td>Proceeds from sale of development rights</td>
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<tr>
<td>Rental income</td>
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<td>$12,012</td>
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<td>Equity Participation Income</td>
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<tr>
<td>Project Income (land and building sales)</td>
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<td>Reimbursed Expenses</td>
<td>$17,000</td>
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<td>Grants</td>
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<td><strong>Total Operating Revenue</strong></td>
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<tr>
<td><strong>Non-Operating Revenue</strong></td>
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<tr>
<td>Interest Income</td>
<td>$60,000</td>
<td>$79,919</td>
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<tr>
<td>Dividend Income</td>
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<td>$121</td>
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<td>Asset Write-Downs</td>
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<td><strong>Total Non Operating Revenue</strong></td>
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<tr>
<td><strong>TOTAL ALL SOURCES OF REVENUE</strong></td>
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<td>$92,967</td>
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<td><strong>Cash Reserves</strong></td>
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<td><strong>Operating Expenses:</strong></td>
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<td>Personnel</td>
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<td>Property Management</td>
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<td><strong>Total Operating Expenses</strong></td>
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<td>$557,009</td>
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<tr>
<td><strong>Project/Program Expenses (excludes CRA personnel)</strong></td>
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<td></td>
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<td>Unassigned Professional Services</td>
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<td>Ames Street</td>
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<td>KSURP / K2 Zoning</td>
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<td>Volpe</td>
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<td>Parcel 6</td>
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<td>Strategic Planning</td>
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<td>Grand Junction</td>
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<td>Forward Fund</td>
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<td><strong>Total Project/Program Expenses (excludes CRA personnel)</strong></td>
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<td><strong>Redevelopment Investments</strong></td>
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<td>Real Estate Acquisitions</td>
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<td>$0</td>
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<td>Community Loan Fund Program</td>
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<tr>
<td>Capital Costs</td>
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<tr>
<td><strong>Total Redevelopment Investments</strong></td>
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<td>$0</td>
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<tr>
<td><strong>TOTAL ALL EXPENSES</strong></td>
<td>$1,402,060</td>
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</tr>
<tr>
<td><strong>ALL REVENUES LESS ALL INCOME</strong></td>
<td>($909,960)</td>
<td>($783,123)</td>
</tr>
</tbody>
</table>

**FINANCES**
**Activities & Projects**

The CRA's work remains heavily focused on the Kendall Square Urban Renewal Area, including both current projects and future planning. In 2014 the CRA also invested significant resources in the development of other projects such as the Foundry and the Forward Fund.

**Kendall Square**

The Cambridge Center project was renamed Kendall Center, as part of an updated wayfinding system for the three development parcels. Each Cambridge Center building has been assigned a new address on Main Street, Broadway, Ames Street or Binney Street. The parking garages were renamed, and new directional installations have been provided to guide visitors to the Roof Garden above the Green Garage.

In furtherance of it’s agreements with the City, the public programming at the Kendall Center Plaza has expanded including music twice a week and an expanded farmers market newly relocated to the plaza. The market on the plaza has been so successful that it will likely become the market’s permanent home.

The Broad Institute completed an 246,000 SF expansion of its research center at 75 Ames Street in February. The 292 foot tall, LEED Gold building contains over 1.25 miles of lab bench space. The new facility employs 800 researchers and staff and is also the home of the Stanley Center for Psychiatric Research. In October, the Ames Street Deli and Study opened up 6,000 SF of restaurant space on the ground floor.
Across Ames Street on Parcel Three, Boston Properties submitted its Special Permit application for the Ames Residences, which will deliver 230 units of housing to Kendall Center and up to 14,000 SF of new retail. The project will narrow Ames Street providing new public open space and an enlivened Pioneer Way. In 2014 the CRA Board approved an amendment to the KSURP and the initial conceptual design of this long awaited housing project.

Construction began on a 6,000 SF innovation office space in the basement of Four Cambridge Center / 90 Broadway, also located on Parcel Three. This office project at 80 Broadway is designed to attract medium size technology tenants.
The CRA Board adopted new Signage Protocol and Design Guidelines for the MXD District. In addition to working on the environmental graphics for Kendall Center, the CRA reviewed and approved the designs of signs for Akamai, Ames Street Deli, Bailey & Sage, and Microsoft. The CRA also followed closely the proposals for a digital billboard on the Grand Junction right-of-way near Broadway, which was withdrawn by the applicant.

Google completed the internal fit-out and moved into its Connector Project, which provides 52,000 SF of new collaborative work area. The unique design connects the former Three, Four, and Five Cambridge Center buildings. The new atrium space off Main Street saw the arrival of the Bailey & Sage restaurant, and includes public gallery space and seating.

The final details of the Broadway streetscape were completed, and Ames Street was repaved with a pilot design of a protected bike lane, connecting to the Sixth Street pathway. The reconstruction of Ames Street began in 2014, with significant utility work and the removal of the median on Main Street. Most of the construction for the new intersection to reconnect Third and Main Street was completed.
In 2014, CRA staff began working on the next phase of redevelopment in the KSURP under the parameters of the K2 Planning Study, which the city completed in 2013. The KSURP amendment and corresponding MXD zoning revisions would provide for an additional 600,000 SF of office development, 400,000 SF of housing, and up to 40,000 SF of retail within the KSURP Project Area. In the fall, staff began working with the Board on revisions to the Plan that would modernize the objectives of the plan. The discussion focused on new provisions of the plan to assist the CRA in linking transit investment to development, to ensure that the Project Area’s transit assets grow along with it. Other goals that were discussed include requirements for innovation space and additional affordable housing.
In 2014, the CRA entered into a partnership with the City to work toward the revitalization of the Foundry Building at 101 Rogers Street. In February, the Board adopted a Letter Agreement to explore how the CRA could assist with the redevelopment project. The CRA and the City held two community meetings in 2014 to collect input on programmatic objectives for redevelopment and selection criteria for the potential development entity.

New Projects & Initiatives
In 2014, the CRA entered into a partnership with the City to work toward the revitalization of the Foundry Building at 101 Rogers Street. In February, the Board adopted a Letter Agreement to explore how the CRA could assist with the redevelopment project. The CRA and the City held two community meetings in 2014 to collect input on programmatic objectives for redevelopment and selection criteria for the potential development entity.

The CRA also engaged the services of HR&A Advisors to analyze the project’s financial feasibility.

With input from the community and significant collaboration between City and CRA Staff, a governance structure and basic financial plans were generated for the building’s redevelopment. In December, the Board approved the Foundry Demonstration Project Plan to provide a framework for the redevelopment of the property through a proposed long-term lease from the City.

Foundry Mission: The Foundry will be a creative, innovative center that offers a collaborative environment with a mix of cultural, educational, manufacturing, and commercial uses. The renovated multipurpose building will be designed for flexibility and will be accessible, inclusive, and welcoming to the public. The activities within will be multi-generational and multicultural, providing a citywide and neighborhood resource that is financially sustainable for years to come.
The CRA has advanced the design work for the construction of the first phase of the Grand Junction Multi-use path between Main Street and Broadway. The project suffered from a delay due to the discovery of a small hot spot of Trichloroethene in the soil, which required additional soil testing and the design of a remediation plan for the grading activity. Although the pathway design is complete, refinements of the landscaping plans and details of some traffic and pedestrian infrastructure are yet to be completed.

The Board authorized the launch of a pilot round of the Forward Fund in November of 2014. The Fund is a micro-grant program intended to invest in physical improvement projects that better Cambridge’s built environment for the benefit of all the city’s residents, workers, and visitors. Planning & Design grants up to $2,500 and Capital grants up to $10,000 will be available in 2015 for a wide variety of projects that contribute to the civic and social capital of Cambridge.
Outreach & Learning

In 2014, the CRA finalized its Strategic Planning process, incorporating the input of the community, City Councilors and staff, and other partners. Through this collaborative process, the CRA has established a new mission and set of objectives to guide its future actions. The Strategic Plan is organized into four elements, which are mirrored in this annual report: Financial Considerations, Internal Operations, External Activities and Projects, and Outreach and Learning.

Outreach and ongoing dialogue with the community is a central principal for the CRA. During the year, the CRA led a number of community meetings related to its ongoing initiatives. In March 2014, the CRA organized a forum to discuss the draft Strategic Plan and prioritize a range of potential projects. As part of the Foundry project, two community work sessions were held. At the June meeting, community members collaborated to develop program scenarios for the Foundry and during the October meeting, they helped set goals and objectives for its redevelopment. The CRA staff also reached out to Cambridge youth, holding focus groups about the Foundry with teens at Cambridge Cable Television (CCTV) and the Community Art Center, and with councilors from the Mayors Summer Youth Employment Program.
General. The EcoDistrict project is taking shape as a partnership with property owners and other stakeholders in the Kendall Square area, including the City. Cambridge has signed up to be one of the Target Cities in this national model that advances creative collaborative techniques to make cities more resilient. In this and other initiatives, the CRA seeks to maintain its connections with the community, the City, its partners, and innovative models from other places.

The CRA also embarked on web-based public engagement, collaborating with a Kendall start-up, coUrbanize. This platform allowed the CRA to post information about the Strategic Plan and to gather input on project priorities. CoUrbanize has also worked for the Ames Street Residential project, disseminating information and collecting comments from the community. The CRA uses Twitter regularly to post the latest news related to its activities, and continues to explore digital engagement tools that can expand the reach of our dialogue with the Cambridge community.

The CRA has a stake in connections to the larger real estate and planning communities in the region. The Authority is now a member of the Urban Land Institute, and the Executive Director has engaged with the Boston leadership of the ULI and attended the International Fall Meeting in New York. The Office Manager attended a procurement training sponsored by the Attorney General.

Strategic priorities for 2015:

- Enter into a lease with the City and select a development entity for the Foundry
- Complete construction of the Grand Junction Path
- Execute the pilot round of the Forward Fund and modify the program as needed.
- Adopt and implement Investment Policy
- Begin construction of the Ames Street Residences
- Adopt a Plan Amendment 10 for the Kendall Square Urban Renewal Plan
- Launch new communication tools and branding identity.
- Refurbish the CRA office at 255 Main St.
Design Intent: Environmental Graphics

25 FEBURARY 2015
These drawings are not for construction. This office shall review contractor’s shop drawings and details prior to fabrication. Contractors shall be responsible for verification of all dimensions and field conditions prior to performing the work, and inform this office of any variations.

**PROJECT NAME**
biogen idec
BRAND REFRESH
Cambridge, Massachusetts

**PROJECT #**
OMD_200CPD_02

**DRAWN BY**
BP

**SHEET TITLE**
CAMBRIDGE CAMPUS SIGN LOCATIONS

**SHEET NUMBER**
GS.2

**DATE**
25 FEBRUARY 2015
Elevation (typical, conditions vary)
Scale: 1/2"=1'0" Type GL

These drawings are not for construction. This office shall review contractor's shop drawings and details prior to fabrication. Contractors shall be responsible for verification of all dimensions and field conditions prior to performing the work, and inform this office of any variations.
**Design Intent**

**Notes:**
- **Materials:** film graphics, applied to glass
- **Logo:** current logo shown as placeholder, new logo is in development.
BUILDING 6

GL1 BLDG ENTRY GLASS BRANDING

NOTES:
Materials: film graphics, applied to glass
Logo: current logo shown as placeholder, new logo is in development.
**GL1**

**BDLG ENTRY GLASS BRANDING**

**Notes:**
- **Materials:** film graphics, applied to glass
- **Logo:** current logo shown as placeholder, new logo is in development.
GL1  BLDG ENTRY GLASS BRANDING

**NOTES:**
- **Materials:** film graphics, applied to glass
- **Logo:** current logo shown as placeholder, new logo is in development.
These drawings are not for construction. This office shall review contractor’s shop drawings and details prior to fabrication. Contractors shall be responsible for verification of all dimensions and field conditions prior to performing the work, and inform this office of any variations.

**NOTES:**
- **Materials:** film graphics, applied to glass
- **Logo:** current logo shown as placeholder, new logo is in development.
BI BUILDING ID (TYPICAL) DESIGN INTENT

**BI1 Typical Building ID / Freestanding**

**SCALE:** 1/2" = 1'-0"

**Sign Area:** 13sf
Non-illuminated

3"

2'-0"

6-6 1/2"

**Main Entrance**

**All Visitors**

**5026 DAVIS AVE**

**26**

**biogen idec**

**Metal**

**250 BINNEY ST**

**2**

**biogen idec**

**These drawings are not for construction. This office shall review contractor’s shop drawings and details prior to fabrication. Contractors shall be responsible for verification of all dimensions and field conditions prior to performing the work, and inform this office of any variations.**

**Project Name:** biogen idec

**Brand Refresh**

Cambridge, Massachusetts

**Project #:**

**OMD_200CPD_02**

**Drawn By:**

**BP**

**Date:** 25 February 2015
NOTES:
Size: 13sf (entire sign, incl. base)
Logo: current logo shown as placeholder, new logo is in development.
Lighting: (none)
21 Bantry Road
Framingham, MA  01701
508.733.6440 
omloopdesign.com

These drawings are not for construction. This office shall review contractor’s shop drawings and details prior to fabrication. Contractors shall be responsible for verification of all dimensions and field conditions prior to performing the work, and inform this office of any variations.

Notes:
Size: 13sf (entire sign, incl. base)
Logo: current logo shown as placeholder, new logo is in development.
Lighting: (none)
NOTES:
Size: 15sf (entire sign, incl. base)
Logo: current logo shown as placeholder, new logo is in development.
Lighting: (none)
Sign Area: 12sf
Non-illuminated
Messaging and map shown as placeholders only (TBD)
Can have solar-powered illumination

PD Pedestrian Directional
SCALE: 1/2" =1'-0"

---

These drawings are not for construction. This office shall review contractor’s shop drawings and details prior to fabrication. Contractors shall be responsible for verification of all dimensions and field conditions prior to performing the work, and inform this office of any variations.
**Design Intent**

**Biogen Idec**

**BRAND REFRESH**

**Cambridge, Massachusetts**

**OMD_200CPD_02**

**DATE**
25 FEBRUARY 2015

**BASE:** Stainless steel

**Trim with small reveal** Stainless steel

**Sign face:** Metal panel (opaque) with painted dot pattern set flush to trim

**Logo & letters**
Push-thru, acrylic
Dimensional logo
Raised (1") letters

**Entire sign area:** 30sf

**SIDE VIEW**

These drawings are not for construction. This office shall review contractor’s shop drawings and details prior to fabrication. Contractors shall be responsible for verification of all dimensions and field conditions prior to performing the work, and inform this office of any variations.
Notes:
Size: 30sf (entire sign, incl. base)
Logo: current logo shown as placeholder, new logo is in development.
Lighting: sign is intended to have internal (LED) illumination of logo only, not sign background. Power is intended to be provided by remote solar/PV panel.
BIODIVERSITY SOLUTIONS
BRAND REFRESH
Cambridge, Massachusetts
OMD_200CPD_02
BP
Design Intent

21 Bantry Road
Framingham, MA 01701
508.733.6440
omloopdesign.com

ID SIGN / BROADWAY ENTRY

NOTES:
Sign replaces existing monument
Size: 30sf (entire sign, incl. base)
Logo: current logo shown as placeholder, new logo is in development.
Lighting: sign is intended to have internal (LED) illumination of logo only, not sign background. Power is intended to be provided by remote solar/PV panel.

DATE
25 FEBRUARY 2015

These drawings are not for construction. This office shall review contractor’s shop drawings and details prior to fabrication. Contractors shall be responsible for verification of all dimensions and field conditions prior to performing the work, and inform this office of any variations.
NOTES:
Size: 275 SF
Lighting: internal (LED) illumination

These drawings are not for construction. This office shall review contractor's shop drawings and details prior to fabrication. Contractors shall be responsible for verification of all dimensions and field conditions prior to performing the work, and inform this office of any variations.
Logo is intended to slightly project above roofline.

**NOTES:**
- **Size:** 79 SF
- **Logo:** current logo shown as placeholder, new logo is in development.
- **Lighting:** sign is intended to have internal (LED) illumination (logo and letters only).
- Power is intended to be provided by remote rooftop solar/PV panel.
NOTES:
Size: 79 SF
Logo: current logo shown as placeholder, new logo is in development.
Lighting: sign is intended to have internal (LED) illumination (logo and letters only)
Power is intended to be provided by remote rooftop solar/PV panel.

These drawings are not for construction. This office shall review contractor's shop drawings and details prior to fabrication. Contractors shall be responsible for verification of all dimensions and field conditions prior to performing the work, and inform this office of any variations.
25 FEBRUARY 2015
BRAND REFRESH
Cambridge, Massachusetts
OMD_200CPD_02
BP
Design Intent

21 Bantry Road
Framingham, MA 01701
508.733.6440
omloopdesign.com

LD LOADING DOCK
DESIGN INTENT

Shipping and Recieving is no longer at this location.

Please make all deliveries and pickups at this address:

61 Medford Street
Somerville, MA 02143

Sign Area: 3SF

NOTES:
Logo: current logo shown as placeholder, new logo is in development.

These drawings are not for construction. This office shall review contractor's shop drawings and details prior to fabrication. Contractors shall be responsible for verification of all dimensions and field conditions prior to performing the work, and inform this office of any variations.

DATE
25 FEBRUARY 2015

PROJECT NAME
biogen idec
BRAND REFRESH
Cambridge, Massachusetts

PROJECT #
OMD_200CPD_02

DRAWN BY
BP

SHEET TITLE
Design Intent

SHEET NUMBER
LS.21

Elevation Detail
SCALE 1:4
LD
**Typical Layouts**

1. 1/2" = 1'-0"

**IBC 2009**

502.6 Identification. Parking space identification signs shall include the International Symbol of Accessibility complying with 703.7.2.1. Signs identifying van parking spaces shall contain the designation “van accessible.” Signs shall be 60 inches (1525 mm) minimum above the finish floor or ground surface measured to the bottom of the sign.

These drawings are not for construction. This office shall review contractor’s shop drawings and details prior to fabrication. Contractors shall be responsible for verification of all dimensions and field conditions prior to performing the work, and inform this office of any variations.

**Project Name**
biogen idec
BRAND REFRESH
Cambridge, Massachusetts

**Project #**
OMD_200CPD_02

**Drawn By**
BP

**Sheet Title**
Design Intent

**Sheet Number**
GS.22
The enclosed memo identifies project design changes/revisions to the Article 19 submittal (originally filed on August 8, 2014 and updated on November 17, 2014) on the Ames Street Residences project (the “Project”) located at 88 Ames Street in Kendall Square (the “Project Site”) based on ongoing discussions with Cambridge Community Development Department (CDD) staff and Planning Board Commission. Boston Properties (the “Applicant”) received feedback from the Planning Board at the December 2, 2014 hearing and in letters from the public works and transportation departments (dated November 26, 2014) as well as at follow-up meetings with CDD staff of the on December 17th, January 6th, and January 29th.

In summary, the comments fall into the following key categories:

- Architectural
- Landscaping
- On-Site Bike Parking and Hubway
- Pioneer Way
- Loading Dock Management Procedures
- Unit Mix
- Wind Comfort Criteria

The responses below aim to address each key category and refer to specific updated plans and renderings enclosed. Also attached, for completeness, are all other updated plans and figures not specifically referenced in this memo.

All updated project renderings are provided upfront as **Figures 1-5** with notes highlighting key revisions.

**Architectural**

The following is a summary of building design changes/revisions:

- Exterior Building Materials – Additional figures are attached including images of sample options and views noted with materials.
- 4th Floor Reveal- A description is given and additional figures are attached regarding the design decision to include a reveal between the podium and tower.
- Building Verticality- A description is given regarding the design intention to express verticality over the height of the building.
- Residential Character & Spirit of Innovation- A description is given and figures are revised to convey the intertwined design intentions of expressing residential character and a spirit of innovation. Specific design items include:
Description of window size, spacing, and rhythm as of residential character.

Clarification of operable windows.

Re-designed residential entrance canopy.

Material change at the soffit above the 4th floor reveal.

Clarification to planters at the 4th floor reveal.

Height

The permit application submitted by Boston Properties (the "Applicant") provides for a 22-story building, 250 feet in height. It was discussed at the December 2nd Planning Board Hearing that the current design accounts for a structural steel frame building and that there is possibility of selecting a concrete frame structure which would result in a decreased total height of the building. The Applicant has decided to pursue the original height as submitted. A rendering of the building, at 22 stories (250 feet in height) is provided in Figure 1.

Sample Board of Material Palette

A sample board of major building materials will be presented at the next Planning Board Meeting. Please refer to the attached views of the building with notes to clarify material locations (Figures 2a and 2b).

Character of the Building

The design team carefully studied the massing of the building as a response to the neighborhood, creating a solution that is sensitive to the context and enhances the pedestrian experience. In studying the buildings in Kendal Square, we saw a strong pattern of building base height between three and five stories, and noticed that these buildings had a more successful urban presence than towers that came directly to ground (Figures 3a and 3b). Furthermore, zoning requirements and the June 2013 K2C2 Kendall Square Design Guidelines (the "Design Guidelines") recommend creating a strong datum that give an edge to the street and limit the sense of height at street level. The final massing articulation was developed as a response to this study and recommendations, clearly dividing the building in to a base, tower, and top to avoid creating an oppressive volume on the now narrower Ames Street (Figure 1a). This massing strategy creates a more consistently scaled building base that ensures a more cohesive pedestrian experience along the street section.

The building design aims to create a strong relationship between the tower and the ground while providing a distinct base expression with enhanced ground floor transparency. These goals are achieved by various methods. The façade’s pier language is used as a vertical link between the tower and podium levels as the piers visually connect the two pieces, guiding your sight from sky to ground and vice versa. The building design also takes great care to ensure that the expression of the tower columns is clear all the way to grade in order to give a clear understanding of how the tower is resting on the ground. Columns are carefully aligned with façade piers and will be visible through the glass at the corners for the full height of the building. Furthermore, the columns are expressed as distinct elements at the base not only to ensure their clear perception but also to function as an organizing element for the storefronts, further connecting the base and the ground floor (Figures 1a, and 4a-b).
The intent of the building design is to express a residential character while at the same time reflecting the desire for a distinct, innovative identity as highlighted in the Design Guidelines. The building design embraces the residential character of the building by carefully balancing the ratio of windows and solid piers, which are a typical residential element. This balance achieves a texture of individual windows that reflect the specific modularity of the residential program. Large expanses of glass are minimized to avoid non-residential character. We are also incorporating operable windows that not only provide the units with access to fresh air, but also provide an additional sense of human scale and habitation to the façade. Additional residential cues are incorporated at the building base to bring more dynamism to the pedestrian scale and enhance the residential nature of the building from the street. The residential entrance canopy is designed to feel more intimate and either side of the entrance will be clad with a warmer more tactile material that introduces a counterpart to the cleaner aesthetic of the rest of the building. The material is repeated as a soffit at the 4th floor as a clue to the residential nature of the reveal. Flowering planters are also incorporated to the parapet design of this floor to enhance the sense of domesticity of the base. Refer to the updated project renderings (Figures 2 – 5).

**Landscaping**

**Pocket Parks**

The plant beds, as they face the street, have been given a staggered edge. The edge is set a few feet back from the pedestrian flow of the sidewalk in order to form small gathering areas and create spaces for benches. The benches are designed by "Streetlife." They have a contemporary style, appropriate to the Kendall Square area, with wooden seats and backs and metal supports. The pavement of the pocket parks is scored concrete to match the City's Kendall Square standard. This was done to make it clear that the pocket parks are an extension of the sidewalk and part of the public realm.

The beds are raised 6", 16", or 24" above the sidewalk level – depending upon their location. The planter edge is granite which will be six-inches wide. The granite color will be selected to match the colors in the building facade.

Narrow cylindrical "column" lights add another vertical element. The exact style, size, color, etc. of the lights will be developed as the drawings progress.

The introduction of an art element will be explored. The Applicant will work with the City and its Art Commission to explore having art installations within the pocket park areas.

City standard bike racks have been added to both pocket park areas. A Hubway Station has been added near the north pocket park and will be another element that activates this area.

The pocket parks will have a variety of plant materials of different colors and textures not shown in the previous rendering. The plants will have seasonal interest that includes fall color, spring and summer blossoms, winter berries, and evergreen leaves. (A preliminary plant list with characteristics of each plant is given below.) The plants will be arranged in layers from the tallest shrubs at three feet high stepping down to the 12-inch tall perennials. Canopy trees have been added to create a “roof” to the sitting areas. Three Ginkgo trees will be planted in the north pocket park.
and three Honey Locust will be located in the south pocket park. Narrow cylindrical “column” lights will add another vertical element.

The following planting materials are proposed:

- **Trees:**
  - North End: Ginkgo (male only) (3)
  - South End: Gleditsia triacanthos inermis (Honey Locust) (3)

- **Shrubs:**
  - Ilex verticillata nana ‘Red Sprite’, (Winterberry) 2.5 -3” tall and wide, deciduous with red winter berries, yellow fall color
  - Buxus green gem, (Boxwood) 1.5 -2 feet tall and wide, broad leaf evergreen
  - Ilex opaca ‘Maryland Dwarf’ (Dwarf American Holly) 3’ tall and up to 10’ wide, broad leaf evergreen with red berries’
  - Hydrangea quercifolia ‘Sikes Dwarf’ (Oakleaf Hydrangea) 2’ tall, 3’ spread, deciduous, oak shaped leaves, flowers in summer, red fall color.

- **Ground Cover, Perennials:**
  - Epidedium grandiflorum x rubrum (Red Barrenwort/Bishop’s Cap) 12” tall, flowers have red sepals with creamy center bloom in spring.
  - Liriope spicata (Lilyturg) 12” tall, everygreen grass-like foliage with violet flowers in the spring.
  - Tiarella cordifolia (Foam flower) 10-12” tall, white flowers in spring. Leaves turn bronze in the fall.
  - Vinca minor (periwinkle) Evergreen, glossy leaves, blue flowers in spring.

All project renderings that show the landscape (Figures 1-5) and landscape plans (Figures 6-11) have been modified to reflect the above changes, in response to CDD comments.

**Installations**

In addition to the cylinder lights currently shown on Figure 13, the design team is exploring possible art or other “dynamic” installations in the north pocket park. Such installations will be explored with CDD staff as the final design of the north pocket park is advanced.

**On-site Bike Parking and Hubway**

The following is a summary of revisions to bicycle facilities:

- The bicycle storage density was modified to allow for a rack spacing of 36 inches on center, as requested by CDD staff. The bicycle storage now meets the rack spacing requirements per zoning. Because of this change, bicycle parking spaces were redistributed and a third level was added to the Multi-level Bike Shelter, as shown in Figures 14a-d and 15-f.

- The second floor of the Multi-level Bike Shelter is accessed through the garage levels. The third floor of the Multi-level Bike Shelter is accessed from the garage level, either by the existing garage elevators, or by the freight elevator within the residential building.
The ground floor Trailer and Tandem parking was relocated closer to the residential building, as shown on Figure 14. The design team will consider improving access to these parking spaces by re-spacing or angling the racks.

Short-term bicycle parking has been incorporated into the north pocket park, as shown in Figure 11.

The most viable location for the new Hubway station, to be sponsored by the Applicant, is adjacent to the north pocket park (near corner of Ames and Broadway), as shown on Figures 7 and 11. This Hubway station location will provide 19 additional Hubway bicycles to Ames Street, for a total of 57 short-term space, and provide additional convenience for users.

The Applicant continues to request relief for the distance from the front door to the bike shed distance and elevator size of the existing elevator because of site constraints.

Pioneer Way Operations

This section provides supplemental information on two specific concerns that have been raised related to traffic operations along the proposed Pioneer Way:

- Vehicle exits from the East Parking Garage
- Sight Distance Concerns at the garage exit and the intersection of Ames Street/Pioneer Way

Garage Exits In response to concerns raised about the potential for vehicle conflicts along Pioneer Way, the Applicant is proposing to make some modification to its future operation of the East Garage. Specifically, the following operational modifications are proposed:

1. Passenger vehicle exits via Pioneer Way will be limited to monthly parking pass holders.
2. During weekdays, all passenger vehicle exits via Pioneer Way will be restricted from 5:00 AM until 3:00 PM.

This restriction will significantly reduce the potential for conflicts between trucks and passenger vehicles – as most weekday loading and service activity generally occurs between 5:00 AM and 3:00 PM. Permitting garage exits during the afternoon peak and evening via Pioneer Way will help to limit unintended adverse traffic impacts along Broadway and at other surrounding intersections if all exits were required to be accommodated via the existing Broadway garage exit. The following sections provide more detail to help support these proposed operational modifications.

Loading dock daily logs for the existing 5 Cambridge Center loading dock were compiled and reviewed for the months of April through June 2014. Current loading dock activity at this location confirms that the majority of deliveries occur before 3:00 PM. It is expected that the timing of deliveries will not change after completion of the Project and reconfiguration of the loading dock onto Pioneer Way – with most activity continuing to be handled prior to 3:00 PM. All deliveries will be actively managed to reduce pedestrian and cyclist conflicts on Pioneer Way, but deliveries occurring after 3:00 PM will be strategically accommodated to ensure conflicts between delivery vehicles and exiting garage vehicles are minimized.
Hourly parking garage entrance and exit data for the Cambridge Center East Garage was also reviewed and compiled. **Table 1** summarizes future daily transportation activity along Pioneer Way, including delivery vehicles, East Garage passenger car exits (with the weekday garage restriction in affect), pedestrians and bicycles.

**Table 1**  
**Average Daily Pioneer Way Transportation Activity**

<table>
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<th>Time</th>
<th>Garage Passenger Car Exits</th>
<th>Service Vehicles/Trucks</th>
<th>Bicycles</th>
<th>Pedestrians</th>
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<td>10</td>
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<td>8:00 – 9:00 AM</td>
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<td>14</td>
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<td>14</td>
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<td>15</td>
<td>8</td>
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<tr>
<td>2:00 – 3:00 PM</td>
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Analysis of Closing Pioneer Way to Vehicle Egress during Morning Peak

It is important that Pioneer Way provide egress from the garage during the busiest exiting hours to help alleviate the demand at the Broadway exit and other nearby intersections. Figure 19 provides a summary of issues and challenges that would need to be addressed at the East Garage’s Broadway exit if it is to accommodate all garage egress in the future – particularly during the evening commute:

- Intersection would need to be widened to accommodate left-turns.
- Would likely require future signalization and coordination with other nearby intersections at Ames Street and Main Street.
- Proximity of these three signalized intersections could create unwanted vehicle flow progression challenges along Broadway.
- Crosswalk to the east would need to be shifted and would not align with the desire line for these pedestrians.
- Exiting garage queues would be longer.
- Increased garage exits would conflict with heavy bicycle movements along Broadway.

An analysis was conducted to understand the impacts of eliminating garage egress onto Pioneer Way during the morning peak hour. A total of 36 morning peak hour trips are estimated to exit the garage and 21 of these trips were assumed to exit via Pioneer Way as illustrated in the certified TIS. Taking into consideration the proposed operational modification that is proposed, all exiting vehicles during the morning peak hour would now exit the garage via the existing Broadway exit. Figure 20 illustrates the rerouted morning peak hour project generated trips and Figure 21 illustrates the Build traffic volumes with the proposed Pioneer Way egress restriction in place. Table 2 provides a comparison of the modified Build Condition and the previously Build Condition presented in the certified TIS. (Note, the traffic operations analysis for the evening peak hour would not be changed by this proposed operational modification to the Pioneer Way garage egress.)

As show in Table 2, the impacts of the egress restriction during the morning peak hour are negligible on the surrounding area intersections. The only intersection affected is the garage exit onto Broadway which operates at a Level of Service (LOS) E under Existing and Build Conditions and under the proposed egress restriction it will operate at an LOS F. This impact is directly attributable to the increased exit demand from the garage. There would be no noticeable impact to eastbound traffic on Broadway at this unsignalized intersection location. We have not studied the impacts of this change during other hours of the day, but believe those impacts are very low as garage exits during
those times are low (as shown previously in Table 1). A more detailed summary of this modified analysis has been forwarded to the Cambridge TP&T Department for their review and comment.

Sight Distance

In response to questions about provision of adequate sightlines that have been raised by the City of Cambridge the Applicant has modified west corner of the building, as described further below (and illustrated in Figure 21) and developed multiple, scaled sight distance studies for two locations:

- East Garage exit to Pioneer Way
- Ames Street/Pioneer Way intersection.

At the East Garage exit, only a pedestrian sight distance analysis has been developed. However, a motorist departing Pioneer Way will need to establish a clear means of egress three separate times as they attempt to cross the sidewalk, the cycle track, and then enter the traffic stream on Ames Street. As such, a parsed analysis has been generated for this location with separate sight distance triangles for pedestrians, bicycles, and motor vehicles, respectively.

Figure 22 provides pedestrian sight distance analysis for both locations that were studied. The analysis takes into consideration the location of the vehicle being approximately 6 feet from the back of sidewalk at the midpoint of the intended egress location. Per City of Cambridge guidelines, a minimum sight distance of 20 feet has been substantiated at both locations. At the garage exit, a 20-foot sight distance minimum has been established that does not conflict with the defined pedestrian desire line down Pioneer Way. This same minimum criteria is exceeded from the back of sidewalk where Pioneer Way meets Ames Street. Figure 23 provides a rendering of the pedestrian sight distance specifically for the vehicle movement from Pioneer Way onto Ames Street, as requested by the City of Cambridge.

Figure 24 provides sight distance analysis for motorists who have crossed the pedestrian/sidewalk area and are now looking to cross the cycle track. Commonwealth of Massachusetts General Law (MGL Ch 85, Sec 11B, Subsec 7) requires at least a 30-foot minimum for a cyclist to stop on a roadway where motor vehicles crossing bicycle infrastructure. Figure 24 indicates that at least 60-foot sight distance is provided at this location, which exceeds the minimum criteria.

Figure 25 provides vehicle sight distances for motorists entering Ames Street from Pioneer Way. Vehicular sight distances were based on the guidelines of the American Association of State Highway and Transportation Officials (AASHTO). Both Stopping Sight Distance (SSD) and Intersection Sight Distance (ISD) were calculated. A design speed of 20mph was used due to the short nature of Ames Street. All sight distances meet requirements except for northbound on Ames Street. Only SSD can be met due to the proximity of the Main Street/Ames Street intersection. The ISD is longer than the length from the driveway to the intersection.
### Table 2
Pioneer Way Intersection Level of Service Comparison – Morning Peak Hour

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Approach</th>
<th>2014 Existing Condition</th>
<th>2014 Build Condition Certified TIS</th>
<th>2014 Build Condition with proposed operational modifications in place</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broadway / Galileo Galilei Way (Signalized)</td>
<td>EB</td>
<td>V/C Ratio</td>
<td>Delay</td>
<td>VLOS</td>
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<td>WB</td>
<td>&gt;1.0</td>
<td>&gt;80.0</td>
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</tr>
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<td>D</td>
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<td>&gt;1.0</td>
<td>&gt;80.0</td>
<td>F</td>
</tr>
<tr>
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<td>&gt;80.0</td>
<td>F</td>
<td>-</td>
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Loading Dock Management Procedures

The Project’s proposed loading and service area is shown in Figures 20, 22, and 23 and includes four service bays that can accommodate 35-foot single-unit trucks (SU-35). It is anticipated that the dock will be open from 6:00 AM to 4:00 PM, with the majority of activities occurring in the late morning, between 9:00 AM and 12:00 PM. A typical breakdown of daily truck arrivals, by size, is as follows:

- 8-10 box trucks.
- 14-18 smaller vehicles such as delivery vans.
- 1-2 trash compactor pick-ups.

Larger tractor-trailer trucks will be prohibited from delivering at this location and the Applicant will work with vendors to comply with this requirement.

Loading Dock Operations Management Plan

The following sets forth the Project’s loading operations management plan in conjunction with the future construction of the Ames Street Residences project:

- The Applicant has a full time Property Management staff located at 90 Broadway (4 Cambridge Center). The Applicant will staff the loading dock with a full time person as well as a second person during peak delivery periods.

- The new loading and service area on Pioneer Way will be actively managed by dedicated service and security staff. A primary function of these positions is to work with vendors and suppliers to develop a coordinated plan that efficiently regulates the use of the available loading bays and eliminate unnecessary queuing by trucks waiting along Ames Street, which will be strictly prohibited. An additional function of these positions will be to regulate the policies set forth within this operations management plan, particularly during peak periods when truck deliveries could have a negative impact on area traffic conditions.

- The Applicant will coordinate and maximize use of common vendors wherever reasonably and economically feasible in order to minimize weekly truck trips to the new dock.

- Passenger vehicles will not be able to physically enter the East Garage from Pioneer Way.

- Passenger vehicle exits from the East Garage will be permitted after 3pm. Only monthly parking pass holders will be permitted to exit from this location during these limited defined times.

- Larger tractor-trailer trucks will be prohibited from delivering at this location and the Applicant will work with
vendors to comply with this requirement.

- Idling vehicles at the loading area will be limited to a maximum of 5 minutes in accordance with Commonwealth of Massachusetts law.

- On-street parking/standing/loading will be prohibited on Ames Street. The Applicant will install signage along Ames Street adjacent to Pioneer Way to clearly denote this restriction.

- The dock will be designed to accommodate SU-35 sized box trucks. Trash compactor pick-up will be scheduled to occur primarily during off-peak hours.

- Curb radii at the Pioneer Way/Ames Street curb cut will be specifically designed to accommodate truck turns and improve pedestrian safety at this location.

- The Applicant will set up a hotline for local residents and others to be able to communicate and report violations of the loading operations management plan.

Unit Mix

The current envisioned unit mix, at the Schematic Design stage, consists of 14% micro units, 41% studios, 37% one bedrooms, and 8% two bedrooms. While the exact mix is expected to be refined throughout the design and marketing process, and is therefore subject to change, we anticipate that the tendency towards a large proportion of smaller unit types will remain. This is primarily due to two important trends that are occurring in the residential market in the Greater Boston Area: (1) the demand for housing types is shifting from single family home ownership to multiunit rental housing due to demographic changes, consumer behavior, and changes in the makeup of the regional economy (2) the proportion of income that individuals must allocate to rent has been increasing and the only available market responses to this trend are to (a) build smaller units, and (b) increase the supply of units to the market. These trends have been well documented by urban economists including in The Greater Boston Housing Report Card (2012 and 2013), prepared by The Kitty and Michael Dukakis Center for Urban and Regional Policy, Northeastern University. Further, these trends are referenced in the recently completed Cambridge Incentive Zoning Ordinance Nexus Study, by Karl F. Seidman, et al.

Specifically within the Kendall Square, our own market research has led us to four major target groups who want to live in Kendall Square. The major target groups include:

- Millennials: 20-30 years old who are tech savvy and work for the leading tech or biotech companies in Kendall Square
- Academic/Medical: 25-35 years old, international origination, require short-term living, could be graduate students, visiting professors or researchers
- Empty Nesters: over 55 years old, professionals working for leading Kendall Square companies, require lots of amenities in the building and in the neighborhood

99 High Street
Boston, MA 02110-2354
P 617.728.7777
• Divorcee: 30-40 years old, professionals working for leading Kendall Square companies, require lots of amenities in the building and in the neighborhood

The Project is being designed to appeal to the above four target groups. Also, when you consider the two market trends highlighted above, the appeal of Kendall Square as one of the most important centers of innovation in the country, and the fact that the Project is a transit-oriented sustainable development, we believe that there is pent up demand, and corresponding lack of supply, for the type of project we are proposing, including the unit mix therein.

Wind Comfort Criteria

We were asked by CDD staff to provide a comparison of the RWDI wind comfort criteria and the City of Boston wind comfort criteria. A memo from our wind consultant, RWDI Consulting Engineers & Scientists ("RWDI"), was provided to CDD staff and is attached for reference. A synopsis of the memo and our follow-up discussion with RWDI are as follows:

• RWDI is one of the foremost wind consultants and has a vast global experience. In the United States, RWDI's wind comfort criteria are used in every city except Boston and San Francisco.

• The basic difference in the two criteria is that the RWDI wind comfort criteria allows for a 20% exceedance to determine the comfort category whereas the City of Boston allows for a 1% exceedance. This accounts for the differing wind speed rating for each comfort category.

• The practical outcome of the two different statistical measures, given that the analysis is a relative analysis, is that the conclusions from the wind studies are generally the same in either case.

Shared Street Design

The improvements to Pioneer Way are designed to provide shared space for pedestrian, bicycle and passenger vehicle travel, as well as to accommodate loading and service operations. Currently Pioneer is a well utilized pedestrian and service corridor. The roadway design envisions a level plaza with strategic pavement and edge treatments intended to alert drivers to slow down and be mindful of pedestrians, as well as to promote pedestrian and bicycle use of the public realm. Edge treatments, such as bollards, benches, street lights, trash receptacles, or planters delineate the limits of the roadway without discouraging pedestrian access.

Through proper coordination and restricted vehicular access during peak pedestrian flows, Pioneer Way serve a variety of uses, including:

• Pedestrian connection between 3 and 5 Cambridge Center and Ames Street and between the food court and Ames Street
• Loading and service access
• Route of restricted egress for vehicles exiting garage
• Location of and access to bicycle shed being constructed as part of the Ames Street Residences Project.

Similar shared street designs have been successfully implemented throughout the City and across the world. For reference we have provided examples of similar installments are shown in Figures 26-37.
To view the full 54 page Revised Graphics Package please refer to:

http://static1.squarespace.com/static/51f173a6e4b04fc573b07c0c/t/54e74f0ce4b03a84d29b114c/1424445196313/88AmesAttachments-020415_with+Notes_reduced.pdf

or

KENDALL SQUARE URBAN RENEWAL AREA
CAMBRIDGE REDEVELOPMENT AUTHORITY
URBAN RENEWAL PLAN
FEBRUARY 2015
(DRAFT AMENDMENT 10)
Kendall Square Urban Renewal Area  
Cambridge Redevelopment Authority  
Cambridge, MA

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INTRODUCTION TO AMENDMENT 10 AND THE RE-STATED KENDALL SQUARE URBAN RENEWAL PLAN

In the nearly forty years since the adoption of Amendment 1 to the Kendall Square Urban Renewal Plan (Plan), the CRA has facilitated many changes to the Plan document, but those changes pale in comparison to the transformation of Kendall Square itself both within the Project Area and the neighborhood around it. The Kendall Square area has become a center of innovation, creativity and technology, certainly exceeding the expectation of the planners, designers, and developers in 1977.

Amendment 10 will aim to reflect these changes and to chart a way forward in furtherance of the recommendations from the 2013 K2 Planning Study. The proposed update of the Plan’s objectives reflect not only the important work of bringing jobs and opportunity to Kendall Square, but also the larger goal of creating a sustainable, inviting, and inclusive neighborhood. Many of the development limits, As in prior adopted amendments, the proposed amendment would increase many of the development limits to reflect the continued demand for the built environment, with an emphasis on bringing additional housing and retail to the Project Area. New provisions would assist the CRA in linking transit investment to development, aiming to ensure that the Project Area’s transit assets grow along with it. Provisions for innovation space and affordable housing are proposed so that Kendall Square remains not only a destination for the great thinkers of today, but also a laboratory for the great ideas of tomorrow and a great urban neighborhood for Cambridge.

The Plan under Amendment 10 is being re-stated, not remade anew. Consequently, some sections - such as those discussing land clearance - address matters already undertaken. This is by design; the document is meant not only to guide Kendall Square’s development in the future, but also tell the story of its past. For this reason, bracketed numbers appearing at the end of paragraphs throughout the plan indicate where language has been changed, and sometimes changed again and again. The bracketed number identifies which plan amendment facilitated the revisions. The proposed language changes of Amendment Ten are further designated with underlined and strikethrough text. Formatting updates and clarifications of defined terms are not highlighted or numbered.
CHAPTER 1: DESCRIPTION OF PROJECT

This document, prepared by the Cambridge Redevelopment Authority (CRA), sets forth a plan for urban renewal action in the so-called Kendall Square Area of Cambridge, in accordance with the terms of Section 26ZZ and other applicable provisions of Chapter 121 of the Massachusetts General Laws, and with the provisions of the U.S. Housing Act of 1949 as amended.

Section 101: Boundaries of the Project Area

The project is situated in an area bounded generally by Main Street, the land or right of way now or formerly of the Boston and Albany (Grand Junction) Branch Railroad, Binney Street, and Third Street.

A description of the perimeter boundary of the project area is attached hereto as Exhibit A of the Urban Renewal Plan and is made a part hereof as if fully set forth herein.

The perimeter boundary of the project area is shown on Map 1: Proposed Land Use Plan, which is attached hereto as Exhibit B of the Urban Renewal Plan and made a part hereof as if fully set forth herein.

As shown below on Map 1 (Exhibit B), that portion of the project area which has not been conveyed to the United States of America (and which is bounded generally by Binney Street on the North, the Boston and Albany (Grand Junction) Branch Railroad on the west, Main Street on the South and discontinued Sixth Street and Broadway on the East) is hereinafter described as the “MXD District” or “MXD District portion” and the remaining portion of the Project Area is hereinafter described as the “remainder of the project area”. [10]

[Insert map here]

Section 102: Urban Renewal Plan Objectives

The Urban Renewal Plan objectives of the project are as follows:

To secure the elimination and prevent the recurrence of blighted, deteriorated, deteriorating, or decadent conditions in the project area;

To insure the replacement of such conditions by well-planned, well-designed improvements which provide for the most appropriate reuse of the land in conformity with the general plan for the City of Cambridge (the “City”) as a whole and with definite local objectives, which objectives are:

(1) The provision of land uses which maximize job opportunities at a variety of skill levels within Kendall Square’s knowledge and innovation based economy, including blue-collar and non-professional white-collar employment, for present and future Cambridge residents, upgrade Cambridge workers’ skills and wages in a manner commensurate with the cost of living in Cambridge, and help stabilize the City's economic base and maximize the provision of local jobs; [10]
(2) The improvement of land development and design to facilitate multi-modal circulation, emphasizing transit and pedestrian, and bicycle travel; [10]

(3) The improvement of public transportation facilities, public infrastructure and utilities, and other public realm improvements; [10]

(4) The improvement of material handling and access to and within the project area; and [10]

(5) The provision of a decent, pleasant, and humane environment involving a mixture of those land uses needed to produce balanced development;

To capitalize on the location of rapid transit facilities to maximize the full socio-economic potential of the project area with transit-oriented land uses and densities, and consistent with the other objectives stated herein; [10]

To promote economic development which strengthens the City's tax base without unacceptably impacting upon the physical, social, and cultural environment;

To establish the minimum necessary land use controls which promote development, yet protect the public interest and the common good; with a flexible set of controls which are adaptable to both current and future market conditions;

To create an urban environment that encourages innovation, entrepreneurship, and creative interaction; [10]

To secure development in the shortest possible time period to be responsive to economic conditions and housing demand; [10]

To relate to development controls in the surrounding area;

To provide economic development opportunities for residents of the existing surrounding neighborhoods, including East Cambridge, Area Four and Wellington Harrington; [10]

To help alleviate problems of mobility throughout East Cambridge for all modes of travel and goods movement; [10]

To achieve harmonious visual and functional relationships with adjacent areas;

To establish a sense of identity and place for Kendall Square and integrate it into the built environment; [10]

To encourage the development of Kendall Square as an activity center to live, work, play, and learn; and [10]

To promote neighborhood safety, public health, and wellness through universal access and active environmental design.
To promote both environmental sustainability and climate change resiliency through resource efficient development and district level infrastructure planning. [10]

Section 103: Execution of the Urban Renewal Plan

The CRA will undertake and carry out an urban renewal project within the perimeter boundary of the project area in accordance with the Urban Renewal Plan:

(a) After approval of the Urban Renewal Plan, and a Cooperation Agreement by and between the City of City and the CRA, by the Cambridge City Council and the City Manager;

(b) After approval of the Urban Renewal Plan by the Massachusetts Department of Community Affairs;

(c) After execution of a Loan and Grant Contract by and between the CRA and the United States of America; and

(d) After execution of a Cooperation Agreement by and between the City and the CRA.

Section 104: Proposed Urban Renewal Actions

Proposed urban renewal actions will be essentially land assembly, and clearance and redevelopment, and may include as essential, appropriate or necessary for the carrying out of urban renewal objectives, but not by way of limitation:

(a) The acquisition, in whole or in part, of land, buildings, structures and other improvements, appurtenances, rights-of-way, easements, and other rights and interests in real property within the project area;

(b) The management of acquired property;

(c) The relocation of facilities, individuals, and business concerns displaced by the project;

(d) The demolition and removal of existing structures and improvements, and the undertaking of site clearance;

(e) The making of project or site improvements;

(f) The making of right-of-way, street, and utility adjustments;

(g) The provision of public improvements and public facilities;

(h) The planning and monitoring of development, construction and building usage;

(i) The making of zoning adjustments; and

(j) The disposition of land for reuse and development in accordance with the land use provisions and building requirements set forth in the Urban Renewal Plan.
Section 105: Land Acquisition

The CRA will acquire by donation, purchase, eminent domain, or otherwise, in whole or in part, land, buildings, structures and other improvements, appurtenances, rights-of-way, easements, and other rights and interests in real property within the project area.

Section 106: Relocation

The CRA will assist families, individuals, and business concerns who occupy property in the urban renewal area and who are to be displaced as a result of the CRA’s action in finding standard dwelling or business accommodations to meet their rehousing and business relocation needs, within their financial means, in reasonably convenient locations.¹ [10]

A relocation assistance program will be established for this purpose at the earliest practicable time. The basic objectives of the relocation assistance program will be:

(a) To provide such measures, facilities, and services as are necessary to determine the needs of displaced site occupants for relocation assistance; and

(b) To make information and assistance available to them in such a way as to minimize the hardships of displacement.

Assistance will include the making of such relocation payments as may be provided for under the provisions of Federal, State, or local laws and regulations.

The CRA will administer the relocation assistance program. It will be the only agency responsible for the relocation of site occupants displaced from the project area.

There were some 10 families and individuals who occupied property, all of whom were relocated when the Project Area was originally cleared. [10]

The method for the relocation of these persons now living in the project area, and the availability of and the means by which there will be provided dwelling units for such persons substantially equal in number to the number of dwelling units to be cleared from the project area are as follows:

(a) Method for Relocation:

Each dwelling unit vacancy found by or referred to the CRA will be inspected for the CRA by a trained housing inspector in order to determine (1) that it is decent, safe, and sanitary; (2) that it complies with the provisions of the Cambridge Housing Code; (3) that it contains adequate heating, lighting, cooking, and sanitary facilities; and (4) that it is structurally sound.

¹ The CRA anticipates no such relocations as a result of Amendment 10.

² These figures differ from MXD zoning due to 29,100 GFA provided to Seven Cambridge Center via Amendment 6
Only standard dwelling units reasonably accessible to the places of employment of displaced site occupants, and in areas not less desirable in regard to public utilities and commercial facilities than the project area, will be referred to families and individuals to be displaced from the project area.

The cost of any dwelling unit referred to a family or individual for rehousing purposes will, generally, not exceed (1) one-quarter of monthly income, in the case of dwelling units for rent, or (2) twice annual income, in the case of dwelling units for sale.

In order to make such referrals, the CRA will secure and maintain listings of all standard dwelling units for sale or rent in Cambridge and the Cambridge housing market area.

Preference will be accorded by the Cambridge Housing Authority to persons who appear to be eligible for (1) state-aided veterans’ housing and housing for the elderly; and (2) federally-aided low-rent housing and housing for the elderly. Persons eligible to be accorded preference will be admitted to public housing projects under “continued occupancy” income limits by the Cambridge Housing Authority.

(b) Availability of Dwelling Units:

Availability of private rental housing: As of the date of the original adoption of the Plan, records maintained by the CRA indicated that 1131, 1083, 1105 and 1126 private dwelling units were available for rent in the City alone for each year during a recent four-year period. [10]

 Availability of private sales housing: As of the date of the original adoption of the Plan, records maintained by the CRA indicated that 107, and 122 private dwelling units were available for sale in the City alone for each year during a recent two-year period. [10]

Availability of public housing: As of the date of the original adoption of the Plan, records maintained by the Cambridge Housing Authority, as reported in December of 1964, indicated that 220 dwelling units in public housing developments become available on the average for occupancy each year. [10]

Clearly, dwelling units for the relocation of persons living in the Project Area at that time substantially equal in number to the number of units to be cleared are available, as are the means by which they can be provided through suitable methods, for the relocation of persons now living in the project area. [10]

Section 107: Land Clearance

The CRA will:

(a) Demolish or cause to be demolished buildings, structures, or other improvements located on land acquired by it;

(b) Fill or cause to be filled the so-called Broad Canal;

(c) Back-fill or cause to be back-filled cellar holes; and
(d) Rough-grade or cause to be rough-graded cleared or filled land.

Section 108: Public Improvements and Public Facilities

The CRA will provide for or cause to be provided the abandonment, improvement, extension, reconstruction, construction, and installation of:

(a) Public buildings and facilities;
(b) Public open spaces, plazas, parks, and landscaping;
(c) Public rights-of-way and other easements;
(d) Public streets, sidewalks, and other vehicular and pedestrian and bicycle facilities, public transit infrastructure, and off-street parking facilities, appurtenances, and related improvements; [10]
(e) Waterways; and
(f) Public utilities such as water, sewer, drainage, police and fire protection and communication, traffic and parking sign and signal, and street lighting system devices, appurtenances, and related improvements, and all lines for such utilities shall be maintained, relocated, or otherwise placed underground.

The CRA shall be authorized to establish a transit implementation fund to provide support for the operation of existing rail service and the development of new transit and rail facilities to meet future transit needs of the Project Area and the surrounding neighborhoods. The CRA shall be authorized to obligate developers to contribute to this fund in such amounts as may be mutually agreed (taking into account the total mitigation required in connection with any specific project). The CRA shall work with the City and the Massachusetts Department of Transportation to administer and disburse these funds to further the redevelopment objectives described in Section 102. Further, the CRA may also consider use of programs established by the Commonwealth available for the creation and financing of public infrastructure. [10]

Section 109: Right-of-Way Adjustments

The City, upon request of the CRA, will discontinue and abandon certain existing streets and vacate certain existing rights-of-way located within the project area, and will convey any and all rights, title and interest therein to the CRA.

Section 110: Zoning Adjustments

The City, upon request of the CRA:

(a) Will amend the boundaries of the existing zoning district within which the project area is located;
(b) Will conduct joint conceptual site planning and development project design review; [10]
Will grant certain special permits; and

May authorize, except with respect to permitted uses, certain variances;

under the provisions of City of Cambridge, Massachusetts, Zoning Ordinance, ordained May 28, 1962, as amended to and including the date of approval by the Cambridge City Council of Revised Amendment No. 1 to the Urban Renewal Plan.

**Section 111: Land Disposition**

The CRA will:

(a) Dedicate certain land or rights, title, or interests therein, in whole or in part, for public use including rights-of-way and easements; and

(b) Sell or lease at its fair market value remaining land or rights, title, or interests therein, in whole or in part, for public or private reuse and development;

in accordance with the land use plan and the land use provisions and building requirements set forth in the Urban Renewal Plan.
CHAPTER 2: REAL PROPERTY ACQUIRED OR TO BE ACQUIRED

Section 201: Real property Designated to be Acquired

Real property, including land, buildings, structures and other improvements, appurtenances, right-of-way, easements, and other rights and interests, acquired or to be acquired, in whole or in part, by the CRA shall be as shown on Map 2: Property Map, which is attached hereto as Exhibit C of the Urban Renewal Plan and made a part hereof as if fully set forth herein; provided, however, that real property, now or formerly of:

(a) The Boston and Albany (Grand Junction) Branch Railroad;

(b) The Massachusetts Bay Transportation Authority;

(c) The Cambridge Industrial Track Management Corporation; or

(d) Any utility distribution system which is under private ownership or control;

will be acquired subject to such requisite approvals of the Interstate Commerce Commission, the Massachusetts Department of Public Utilities, or other public regulatory agencies, as may be required by law or regulation.

Section 202: Real Property Designated to be Acquired Under Special Conditions

Some real property not now designated for acquisition, as shown on Map 2: Property Map, which is attached hereto as Exhibit C of the Urban Renewal Plan, may be acquired in whole or in part, by the CRA under special conditions. Such real property shall include, specifically, land, buildings, structures and other improvements, appurtenances, rights-of-way, easements, and other rights and interests, now or formerly of:

Cambridge Gas Company bounded, generally, by Third Street, Potter Street, Fifth Street, and Munroe Street;

provided however, that such real property shall be acquired only upon mutual consent and agreement by and between the CRA and the Cambridge Gas Company.
CHAPTER 3: LAND USE PLAN

Section 301: Right-of-Way Adjustments

The location of proposed rights-of-way and other easements, and right-of-way adjustments, shall be, at least tentatively, as shown on Map 1: Proposed Land Use Plan, attached hereto as Exhibit A of the Urban Renewal Plan.

Section 302: Street and Utility Adjustments

The location and nature of proposed streets and utilities, and street and utility adjustments, shall be such as to conform to the proposed rights-of-way and other easements shown, at least tentatively, on Map 1: Proposed Land Use Plan, attached hereto as Exhibit B of the Urban Renewal Plan. All public and private utility lines within the project area shall be maintained, re-located, tended, reconstructed, constructed, installed, or otherwise placed underground.

Section 303: Zoning Adjustments

The existing zoning district within which the MXD District of the project area is located shall be changed from “Industry B District” to the "Cambridge Center Mixed Use Development District" (or "Cambridge Center MXD District") zoning classification for the project area, as shown on Map 1: Proposed Land Use Plan, attached hereto as Exhibit B of the Urban Renewal Plan.

These zoning changes shall be made by amendment upon the "Zoning Map", under the provisions of "Article I : Administration and Enforcement", set forth in the City of Cambridge, Massachusetts, Zoning Ordinance, ordained February 13, 1961, as amended to and including the date of approval by the Cambridge City Council of Revised Amendment No. 1 to the Urban Renewal Plan. Zoning changes shall be made as soon as practicable, prior to the time land is displaced of by the CRA for reuse and development.

Section 304: Public or Special Purpose Uses

The location and nature of proposed public or special purpose uses, shall be as shown on Map 1: Proposed Land Use Plan, attached hereto as Exhibit A of the Urban Renewal Plan, to be developed by:

(a) The Department of Transportation (DOT) for a Transportation Systems Center (TSC) within that portion of the project area, bounded, generally, by or abutting Broadway, Sixth Street, (a portion of which was discontinued as a public way on December 15, 1969), Binney Street, and Third Street, except for land now or formerly of Cambridge Gas Company;

The Massachusetts Bay Transportation Authority (MBTA) for improved subway, rapid transit, bus transportation and terminal, passenger station and interchange, electric power, and appurtenant facilities and incidental or accessory services, tentatively, in that portion of the project area adjoining or related to the present subway station and tunnel located under Main Street.
The City, the CRA, or other public or quasi-public agencies may develop or cause to be developed, at any location or locations, such other public or special purpose uses, including but not limited to public parking facilities, pedestrian circulation systems, and open space for parks and plazas, as approved by the CRA and as may be required to carry out the Urban Renewal Plan.

Section 305: Open Space

Open space shall mean a portion of a lot or other area of land associated with and adjacent to a building or group of buildings in relation to which it serves to provide light and air, or scenic, recreational, or similar purposes. Such space shall, in general, be available for entry and use by the occupants of the building(s) with which it is associated, and at times to the general public, but may include a limited proportion of space so located and treated as to enhance the amenity of development by providing landscaping features, for the occupants or neighbors or a general appearance of openness. Open space shall include parks, plazas, lawns, landscaped areas, decorative plantings, roof decks, balconies, pedestrian ways listed herein, active and passive recreational areas, including playgrounds and swimming pools. Streets, parking lots, driveways, service roads, loading areas, and areas normally inaccessible to pedestrian circulation beneath pedestrian bridges, decks, or shopping bridges shall not be counted in determining required open space. [10]

Section 306: Other Land Uses

The portion of the Project Area located within the MXD District shall be developed for such other uses as are permitted under the provisions of Section 401 of the Plan Renewal Plan, and as further detailed within Article 14 of the Zoning Ordinance. [10]

The portion of the Project Area located within the Kendall PUD District of the project area shall be developed in accordance with Article 12 and Article 13 of the Zoning Ordinance. [10]
CHAPTER 4: LAND USE PROVISIONS AND BUILDING REQUIREMENTS

Section 401: Permitted Uses on Acquired Land

Terms used in this Urban Renewal Plan and not otherwise defined shall have the meanings ascribed to them in the Cambridge Zoning Ordinance, as the same may be amended from time to time. The uses permitted in the MXD District of the project area on land previously acquired by the Cambridge Redevelopment Authority shall be:

(1) Light Industry
   (a) Manufacturing: fabrication, assembly, finishing work (including packaging and bottling, but only as an accessory use) without limit as to category or product.
   (b) Wholesale business, only if affiliated with and accessory to another use or located on the same lot as other non-wholesale uses. Development on any lot in the MXD District shall not be devoted exclusively to wholesale uses.
   (c) Printing, binding, or related establishment.
   (d) Storage warehouse, cold storage plant, storage building, as an accessory use only and not exceeding 20,000 square feet, but not including storage or bailing of junk, scrap metal, rags, paper or other waste materials and not including outside storage of products or materials.

(2) Office Uses and Biotechnology Manufacturing Uses [3]
   (a) Business or professional offices.
   (b) Bank, trust company or other financial institution.
   (c) Research and development office.
   (d) Research, experimental and testing laboratory.
   (e) Radio or television studio.
   (f) Manufacturing of biotechnology and pharmaceutical products, including:
      (i) Fabrication, assembly, finishing work (including packaging and bottling, but only as an accessory use).
      (ii) Wholesale business, only if affiliated with and accessory to another use or located on the same lot as other non-wholesale uses.
      (iii) Storage warehouse, cold storage building, as an accessory use only.[3] 

(3) Retail and Consumer Service Establishments
(a) Store for retail sale of merchandise, but not a sales place for automobiles or trucks.

(b) Eating and/or drinking establishment, whether or not liquor is sold or consumed, including restaurant, bar, lunchroom, cafeteria and food commissary.

(c) Fast order food establishment only if it (i) is not located in a separate structure, (ii) it does not exceed 3,000 square feet gross floor area, and (iii) there will be no more than fifteen (15) such establishments within the MXD District (a maximum of (8) of which shall be located in the Ames Street District and a maximum of seven (7) of which shall be located in the portions of the District outside the Ames Street District), and (iv) it is approved through the granting of a Special Permit, as provided in the zoning ordinance of the City of Cambridge. [9]

(d) Consumer service establishment, including but not limited to hairdresser, barber shop, laundry or dry-cleaning pick-up establishment, self-service laundry, shoe repair or tailoring shop, or photography studio.

(e) Rental agency for autos or other products, but not including taxi companies. Such agencies shall be operated entirely within a building and no major automobile repairs shall be made on the premises.

(f) Automobile service station, provided that it is located within or attached to a parking garage or other structure as an accessory use, that no major repairs are made on the premises, and that all lubrication and repairs are carried out within the building.

(4) Residential Uses

(a) Multi-family dwelling.

(b) Hotel or motel.

(5) Entertainment and Recreational Uses

(a) Indoor commercial entertainment establishments including but not limited to cinema, theater, concert hall, cabaret and night club.

(b) Recreation facilities including bowling alley, indoor or outdoor tennis courts, public recreation building, health club, or skating rink. Such recreation facilities shall be allowed only if they are located in or attached to structures containing other principal uses.

(c) Halls, auditoriums and similar spaces used for public gatherings.

(d) Parks or playgrounds.

(6) Institutional Uses
(a) Religious purposes.
(b) Educational purposes exempt by statute.
(c) Library or museum as an accessory use only.
(d) Governmental offices and facilities, including post office, fire station and police station.
(e) Clinic licensed under Sec. 51, Ch. 111, General Laws but not a hospital licensed under said Chapter.

(7) Transportation, Communication and Utility Uses

(a) Bus, subway or railroad passenger station.
(b) Automobile parking lot or parking garage.
(c) Distribution center, parcel delivery center or delivery warehouse as accessory uses only.
(d) Telephone exchange, as an accessory use.
(e) Radio or television transmission station.
(f) Transformer station, substation, gas regulator station, or pumping station and related utility uses designed primarily to serve development within the District.

The location of these uses will be in accordance with the Zoning Ordinance changed as specified in Section 303 and with the objectives of the Urban Renewal Plan as specified in Section 102.

The uses permitted in the remainder of the project area, and the location of such uses, shall be as set forth in Section 304 hereof.

No activity shall be permitted in the MXD District unless it shall be in conformity with the following standards for environmental protection:

(a) All dust, fumes, odors, smoke or vapor shall be effectively confined to the premises or so disposed of as to avoid air pollution.
(b) Any noise, vibration or flashing shall not be normally perceptible without instruments at a distance of one hundred (100) feet from the premises.
(c) All development proposals shall comply with Federal and State air pollution and water pollution control regulations, the City of Cambridge Ordinances, and other applicable environmental laws.
(d) Except during construction activity on the lot all refuse and other waste materials shall be stored within buildings prior to collection and disposal.
Section 402: Dimensional Requirements

Dimensional requirements pertaining to floor area ratios, dwelling unit densities, and height limitations in the MXD District of the project area shall be as follows:

(a) The aggregate gross floor area (hereinafter referred to as "GFA" and defined in Appendix I of the Urban Renewal Plan attached hereto and made a part hereof as if fully set forth herein) of development in the MXD District shall not exceed three million, seven hundred and sixty two thousand, and one hundred (3,762,100) square feet plus six hundred thousand (600,000) square feet that shall be limited to multi-family residential, for a total GFA not to exceed four million, three hundred and two thousand, and one hundred (4,362,100) square feet. Aggregate GFA of development in the MXD District is at any time the sum of the GFA of all buildings (i) which are then located in the MXD District, (ii) which are being constructed or may be constructed in the MXD District pursuant to the effective building permits, and (iii) which, pursuant to then outstanding contracts (including options) with CRA and so stated in certificates from the CRA to the Superintendent of Buildings, may be constructed in the MXD District in the future. ² [5] [6] [8] [9] [10]

At least two hundred thousand (200,000) square feet of the multi-family residential GFA shall occur within the area designated on the Zoning Map as the "Ames Street District", the construction of which shall proceed the occupancy of any commercial GFA in excess of three million and seventy three thousand (3,073,000) square feet. [10]

In addition to the aggregate GFA limitation, the cumulative GFA for each of the use groups shall not exceed the respective amounts stated below, except as provided hereinafter. Cumulative GFA for a use group is at any time the sum of the GFA of all portions, occupied or to be occupied by uses within such use group, of all buildings (i) which are then located in the MXD District, (ii) which are being constructed or may be constructed in the MXD District pursuant to then effective building permits, and (iii) which, pursuant to then outstanding contracts (including options) with CRA to the Superintendent of Buildings, may be constructed in the MXD District in the future.

Industrial uses permitted by Section 401(1):

Cumulative GFA = 770,000 square feet.

Office Uses and Biotechnology Manufacturing Uses permitted by Section 401(2):

Cumulative GFA = 2,294,100 square feet. [3] [8] [10]

Retail and consumer service uses permitted by Section 401(3):

Cumulative GFA = 200,000 square feet. [10]

² These figures differ from MXD zoning due to 29,100 GFA provided to Seven Cambridge Center via Amendment 6 and then a variance.
Residential uses permitted by Section 401(4):

(a) Multi-family housing:

Cumulative GFA = 800,000 square feet. [5] [10]

(b) Hotel/Motel:

Cumulative GFA = 440,000 square feet. [4]

Entertainment, recreational, institutional, transportation, communication and utility uses permitted by Sections 401(5), 401(6) and 401(7) and additional development of industrial, office, retail, consumer service and hotel/motel uses exceeding the foregoing cumulative GFA limitations:

Cumulative GFA = 973,000 square feet for buildings which are located or are being constructed or may be constructed at any location within the MXD District. [2] [6] [10]

Any construction or change of use within the MXD District which would cause the foregoing aggregate or cumulative GFA limitations to be exceeded shall not be allowed.

The CRA and Cambridge Inspectional Services Department (ISD) shall maintain a record of the Aggregate GFA within the MXD District and a record of cumulative GFA for each use group specified in Section 401. The Superintendent of Buildings shall maintain a separate record of any development within the area of the MXD district designated in Exhibit G as the “Ames Street District.” These records shall be adjusted, as appropriate, from time to time, including upon issuance revocation or expiration of a building permit or certificate of occupancy and upon receipt of a certificate from CRA as to an outstanding contract (including option) for the construction of a building. Additional building area within the MXD District authorized by variance issued by the Board of Zoning Appeal, shall not be counted by the CRA or the ISD against the GFA Limitations of this Section 402. [9]

In determining cumulative GFA for a building containing uses in more than one use group, spaces to be utilized by users in more than one of the use groups, such as lobbies, interior courts, elevator shafts and basement storage areas shall be apportioned to each use group in proportion to the share of space that use group will occupy within the building.

In addition to the aggregate and cumulative GFA limitations established herein, there shall also be a density limitation for each lot within the MXD District. The following floor area ratios (hereinafter referred to as "FAR" and defined in Appendix I) for each lot shall not be exceeded, except as provided hereinafter. The area of the lot to be counted in determining FAR shall include land dedicated by the owner or former owner of the lot as public open space under Section 403.

Industrial and Wholesale Uses: FAR 4.0
Office Uses and Biotechnology Manufacturing Uses: FAR 8.0 [3]

Retail and Consumer Services Uses: FAR 5.0

Residential uses:

- Multi-family housing: FAR 6.0 [10]
- Hotel/Motel: FAR 6.0

Other uses: FAR 4.0

If development on a lot is to include activities in more than one of the use group above, the maximum FAR for the lot shall be the FAR for the use group containing the largest proportion of space on the lot.

The maximum building height for commercial buildings in the MXD District shall be 250 feet. Residential buildings may be permitted to be built up 350 feet provided they meet the provisions for Middle Income Housing described within Article 14 of the Zoning Ordinance. [10]

These requirements shall not apply to chimneys, water towers, air conditioning equipment, elevator bulkheads, skylights, ventilators, solar or wind turbine energy systems, and other necessary features appurtenant to buildings which are usually carried above roofs and are not used for human occupancy, nor to domes, towers or spires above buildings if such features are not used for human occupancy and occupy less than ten percent of the lot area, nor to wireless or broadcasting towers and other like un-enclosed structures which occupy less than ten percent of the lot area. [10]

The gross floor area ratio of any structure constructed or to be constructed within the remainder of the project area shall not exceed four (4.0) times the net area of any parcel of land, as bounded by other parcels or by public rights-of-way, which is designated by the CRA to be used, developed or built upon as a unit under single ownership; provided, however, that neither arcades, nor the roof or uncovered and unbuilt open area on top of any platform, podium, plaza, construction deck or other similar structure shall be deemed to be a part of gross floor area for the purposes of this calculation.

GFA Exemptions:

(1) Variances: Aggregate GFA within the District authorized by a variance issued by the Board of Zoning Appeal shall not be counted by the Superintendent of Buildings for any purpose in determining the Aggregate GFA within the District.

(2) Residential Outdoor Area Exemptions: Private outdoor decks or balconies for multi-family residential development shall be excluded from the Aggregate GFA and Cumulative GFA calculations for residential, up to five percent (5%) of the building floor area.

(3) Innovation Space: Fifty percent (50%) of the Innovation Space GFA required in Section 412 below shall not count against the GFA cap for the District, the
Cumulative GFA for the office and Biotechnology use group, or the maximum FAR for the development lot.

(4) Retail: The GFA occupied by new retail and consumer service uses listed in Section 14.21.3 shall be excluded from the limitations on Aggregate GFA and Cumulative GFA in the District set forth above, if the following conditions are met:

(a) The excluded GFA is located on the ground or second story levels of a building or not more than one story below grade.

(b) The excluded GFA has frontage and direct pedestrian entrances onto Main Street, Binney, Broadway, Third Street, Ames Street, Pioneer Way, internal service drives or onto open space (including, without limitation, the pedestrian ways defined in Section 403(d) below) that is directly accessible and not more than one hundred (100) feet distant from at least one of the aforementioned streets or services drives.

(c) The excluded GFA is occupied by separate retail establishments each occupying no more than ten thousand (10,000) square feet of floor area. This space limitation for GFA exclusion may be waived for a grocery, market or pharmacy retail use. [10]

Section 403: Space-Use Allocations and Development Intensity

To the maximum feasible degree, the CRA will dispose of project land in such a manner as to achieve the mixture and density of those land uses needed to produce balanced development in accordance with the objectives set forth in Section 102.

(a) The CRA will reserve at least 100,000 square feet of land in the MXD District for the development of open space for parks and plazas in accordance with the provisions of Section 304. Public open space shall be open space reserved for public use and enjoyment as guaranteed through one or more of the following:

(1) Retention by the CRA;

(2) Dedication to and acceptance by the City or other public entity;

(3) Easements or deed restrictions over such land sufficient to ensure its perpetual reservation for public open space purposes;

(4) Dedication, by covenant or comparable legal instrument, to the community use of the residents, lessees and visitors to the MXD District for reasonable amounts of time on a regular basis; or

(5) Lease agreements of 99 years or longer from the private developer or owner to the City or other public entity.
(b) In addition to the public open space requirement, each development project shall provide additional open space for the Project Area. Such open space requirement may be met either through the provision of public open space as defined above in Section 403, creating and enhancing open space as defined in Section 304 or the construction of pedestrian ways as described below.

Table One lists the minimum amount of open space to be provided by each development within the MXD District shall be as shown on Table One, subject to the reduction provided hereinafter. When development on a lot includes uses in more than one of the use categories in Table One, the requirement for each use category shall be calculated and totaled to determine a total requirement for the project. This open space requirement may be met by:

1. **Creating open space on the development lot.** Some or all of this required open space may be designated and also serve as public open space, if reserved by one of the methods specified above.

2. **Dedicating and enhancing publically accessible open space within the MXD District, not otherwise reserved by another project to meet the lot open space requirement.**

3. **Providing land or adequate acquisition and development funds for the creation of new public open space within a half mile of the MXD District.** This off-site option may be used to provide up to fifty percent (50%) of the Project Open Space Requirement.

The CRA shall maintain a record of cumulative GFA by land use for the purpose of determining and tracking open space requirements for existing and future development.

Table One: Lot Open Space Requirements

<table>
<thead>
<tr>
<th>Use Group</th>
<th>Required Open Space (SF of open space required for each 100 SF of GFA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Light Industrial and Wholesale Uses allowed by Section 401(1)</td>
<td>5</td>
</tr>
<tr>
<td>Office and Biotechnology Manufacturing Uses allowed by Section 401(2)</td>
<td>8</td>
</tr>
<tr>
<td>Retail and Consumer Service Uses allowed by Section 401(4)</td>
<td>10</td>
</tr>
<tr>
<td>Residential Uses allowed by Section 401(4)</td>
<td>15</td>
</tr>
<tr>
<td>Multifamily housing</td>
<td>8</td>
</tr>
<tr>
<td>Hotel or Motel</td>
<td>10</td>
</tr>
<tr>
<td>Other Uses allowed by Sections 401(5), 401(6) and 401(7)</td>
<td>8 [10]</td>
</tr>
</tbody>
</table>
(c) The minimum amount of open space required for a lot may be reduced if at least 20% of the total perimeter boundary of the lot abuts public open space reserved under this Section 403, and if at least one major pedestrian entrance to the principal building will abut and provide direct access to said open space.

The allowed percentage reduction of required open space shall be determined by dividing the length of the lot’s common boundary on the public open space by the length of the total boundary of the public open space.

A table of the MXD District open space substitutions for constructing pedestrian ways is attached hereto as Exhibit E of the Urban Renewal Plan and is made a part hereof as if fully set forth herein.

(d) Pedestrian ways listed and defined below may be counted toward the lot open space requirement determined in this Section 403. In calculating the open space reduction, all of the area of the pedestrian way located within the lot boundary and one-half (1/2) the area of such ways over streets or service drives adjoining but outside the lot shall be counted.

Pedestrian ways shall be designed to provide for public access and shall have the following meanings:

(i) An open pedestrian bridge is a continuous open bridge having a minimum width of 6 feet and spanning a street, pedestrian way, access or service road or open space within a lot or between two adjacent lots.

(ii) A raised pedestrian deck is a continuous, open platform at least 20 feet in width which is at least 9 feet above the mean elevation of the lot and which extends over a street, pedestrian way, access or service road or open space within a lot or between two adjacent lots. It shall have direct pedestrian access from abutting buildings, shall provide seating facilities and shall be landscaped including one tree, of at least 3-112 inch caliper, per 500 square feet of pedestrian deck.

(iii) An enclosed pedestrian bridge is a continuous, enclosed space having a minimum width of 8 feet which spans a street, pedestrian way, access or service road or open space, making connections within a lot or between two adjacent lots. At least 50% of the surface area along its facades shall consist of transparent materials.

(iv) An elevated shopping bridge is a continuous, enclosed space which spans a street, pedestrian way, access or service road or open space, making connection within a lot or between two adjacent lots. Such a shopping bridge shall have a minimum width of 36 feet and a maximum width of 48 feet, with retail uses as allowed in Section 401(3) along one or both sides of a pedestrian circulation route with a minimum width of 12 feet. Such shopping bridge shall connect, at a minimum, at both ends to other internal or external pedestrian ways.

(v) A shopping arcade is a continuous, covered, but not necessarily enclosed, space which extends along the front facade of a building facing a street or a pedestrian
way within the MXD District and having retail uses as permitted in Section 401(3) accessible from it. It shall have a minimum continuous width, unobstructed, except for building columns, of at least 12 feet, and also have a minimum continuous height of 12 feet. Such shopping arcade shall have access from the abutting street or pedestrian way, having its floor at the same level and continuous with the sidewalk or other abutting pedestrian way. It shall be open to the public at all hours.

(vi) An elevated shopping way is a continuous, enclosed space which extends along the front facade of a building facing a street or a pedestrian way and which has a minimum width of 12 feet. It shall be located on the second level of the building and have a minimum continuous height of 12 feet. It shall be open to the public for a minimum of 12 hours daily, on weekdays, and shall have fronting retail uses as permitted in Section 401(3).

(vii) A through-block arcade is a covered space which provides a connection through a building and connects streets, open spaces, pedestrian ways, or any combination of the above, and is directly accessible to the public. A through-block arcade shall have a minimum area of at least 2,000 square feet and a minimum width at any point of 20 feet. A through-block arcade shall have openings at the face of the building for entrances at least 12 feet in width and 10 feet high. At least 50% of its aggregate interior frontage shall be retail use. Vertical circulation elements, columns, pedestrian bridges and balconies are permitted obstructions provided they do not cover in the aggregate more than 15% of the floor area of the arcade.

The minimum height of any pedestrian way above the surface of a public way over which it is constructed shall be 14'-0".

Section 404: Vehicular Access, Parking and Loading Requirements

(a) Buildings erected in the MXD District need not be located on lots which have frontage on a street. However, provisions for access to all buildings by emergency and service vehicles in lieu of public street access shall be made possible by the layout and design of driveways, interior service roads, or pedestrian and bicycle circulation corridors not normally open to vehicular traffic to the reasonable satisfaction of the City Fire Department, and the City Traffic Department.

(b) Off-street parking requirements for vehicles and bicycles within the MXD District shall be provided as called for in the Cambridge Zoning Ordinance, with additional standards as follows: [10]

(1) No permanent on-grade, off-street parking areas shall be allowed in the MXD District. [10]

(2) The parking requirements specified in Article 14 of the Zoning Ordinance may be satisfied in total or in part by a lease agreement between the developer and the City, other public entity, or private consortium for use of parking spaces in a public or pooled private parking facility located within the MXD District. The
2.20.15

(c) It is the intent of this Section that sufficient off-street loading facilities be constructed within the MXD District to meet the needs of users located there. The off-street loading requirements shall be those detailed within the Cambridge Zoning Ordinance. All buildings in the MXD District shall provide the number of bays required unless they qualify for one or more of the exemptions below: [10]

(1) In buildings with uses in more than one use group under Section 301, the loading bay requirements for that use consuming the most gross floor area shall be first computed and required. Only 50% of the floor area of the other uses shall be counted in determining the additional loading requirements.

(2) Where there are contractual arrangements for sharing loading and service facilities with other users in the MXD District for a period of ten years or more, a 60% reduction in the loading bay requirement shall be allowed. Such contractual agreement shall be guaranteed to the satisfaction of the Superintendent of Buildings by covenant, deed restriction, or comparable legal instrument. [10]

(d) The parking and loading of vehicles within the remainder of the project area on land designated to be acquired shall be provided in accordance with the provisions of "Article VII Off-Street Parking and Loading Requirements", as set forth in City of Cambridge, Massachusetts, Zoning Ordinance, as it may be amended from time to time.

In addition, open parking and loading areas must be laid out, constructed, paved, equipped, landscaped, and effectively screened to provide an attractive visual appearance. The number, location, and character of parking and loading spaces provided or to be provided must be approved and consented to in writing by the CRA.

Section 405: Vehicular Access and Discharge Areas

All buildings within the project area on land designated to be acquired shall be suitably provided with automobile, non-motorized vehicular access points, and truck service and delivery areas in such a way as not to impede general vehicular and pedestrian traffic flow in public streets and rights-of-way. [10]

Section 406: Building Construction

All buildings within the project area shall be constructed as “Type 1”, fireproof, or “Type 2”, semi-fireproof, in full conformity with the provisions of and as defined in the Cambridge Building Code, as amended from time to time.

Section 407: Signs and Advertising Devices
Signs within the project area, except for official, uniform traffic and parking signals and devices, shall be provided in accordance with development guidelines established pursuant to Section 502 of the Plan.

Section 408: Storage

The open air storage of materials, equipment, or merchandise, other than the temporary parking of automobiles, shall not be permitted within the project area on any land designated to be acquired.

Section 409: Exterior Lighting

Exterior lighting within the project area shall be provided in accordance with development guidelines established pursuant to Section 502 of the Plan.

Section 410: Landscaping

All open areas within the project area on land disposed of by the CRA must be suitably landscaped so as to provide a visually attractive environment in accordance with development guidelines established pursuant to Section 502 of the Plan.

Section 411: Housing

(a) Affordable Housing Requirements

All multi-family housing in the Project Area shall be subject to the Cambridge Inclusionary Housing Ordinance. Multi-family housing development above and beyond the initial 200,000 GFA of housing within the Ames Street District shall provide that at least a final net fifteen percent (15%) of new housing available to households qualifying for affordable housing under the Inclusionary Housing Ordinance, or the minimum required by the Zoning Ordinance, whichever is greater. The CRA will work with the City to utilize square footage measurement rather than unit counts for meeting this requirement to provide opportunities for larger affordable units with two and three bedrooms to be constructed. [10]

(b) Middle Income Housing

New residential development may utilize the middle-income housing bonus as described in Section 14.35 of the Zoning Ordinance.

Section 412: Innovation Space

Any new commercial development proposal containing at least 200,000 square feet for Office and Biotechnology Manufacturing Uses shall include a plan for Innovation Space meeting the requirements of Section 14.32.5 of the Zoning Ordinance. Innovation Space within the MXD District must occupy GFA equal to, or in excess of, five percent (5%) of newly constructed non-residential GFA beyond three million one hundred sixty-two thousand and one hundred (3,162,100) square feet. Existing GFA within the MXD District may be converted to meet this requirement.
Section 413: Interim Uses

The CRA may devote real property designated to be acquired, or acquired under special conditions, prior to the time such properties are needed for disposition for reuse and development in accordance with the provisions of the Urban Renewal Plan to temporary, interim uses for signs for project identification, relocation, parking, traffic circulation and public transportation, project or site improvements or building construction, storage, recreation, or landscaping in accordance with such provisions, requirements, standards, controls, and regulations as the CRA may deem essential, necessary, or appropriate to the carrying out of the objectives of the Urban Renewal Plan.

Section 414: Permitted Uses on Land Designated to be Acquired Under Special Conditions

In the event that the real property described in Section 202 above is acquired by the CRA the land use provisions and building requirements which shall pertain thereto shall be those set forth in Chapter 4 of the Urban Renewal Plan.

Section 415: Special Provisions Applicable Within the Ames Street District

(a) Applicability. The provisions set forth in this Section 415 shall apply solely within the Ames Street District. Where this Section 415 specifies some standard or makes some other requirement contrary to the standards or requirements set forth elsewhere in Chapter Four of this Plan, the provisions of this Section 415 shall control.

(b) FAR. Notwithstanding the Lot Density Limitations in Section 402, there shall be no maximum FAR for Multi-family dwelling uses. However, the District Development Limitations in Section 402 shall continue to apply.

(c) Lot Minimum Open Space Requirement. So long as the District Public Open Space Requirement in Section 403 is met and there exists within the Ames Street District a minimum of fifty-three thousand (53,000) square feet of public open space (as defined in Section 403), the Lot Minimum Open Space Requirements in Section 403 shall be inapplicable within the Ames Street District.

(d) Parking. The minimum number of spaces for multifamily residential use shall be 0.50 per dwelling unit.

(e) Loading Requirements. Where there are contractual arrangements for sharing loading and service facilities with other users in the Ames Street District for a period of ten (10) years or more, a sixty percent (60%) reduction in the loading bay requirements computed in Subsection 14.53.1 or 14.53.1(1) shall be allowed. Such contractual agreement shall be guaranteed to the satisfaction of the Superintendent of Buildings by covenant, deed restriction, easement or comparable legal instrument.
CHAPTER 5: DESIGN PRINCIPLES, DEVELOPMENT GUIDELINES AND DESIGN REVIEW, AND REDEVELOPMENT PROPOSALS

Section 501: General Design Principles

Proposals by redevelopers shall be designed to:

(1) Create an environment, which will be lively and attractive and provide daily amenities and services for the use and enjoyment of the working population and City residents.

(2) Establish an active urban character for the area by the intensive utilization of land and by the mixing of compatible land uses, especially near the Kendall rapid transit station.

(3) Achieve a proper integration of buildings and spaces within and outside the project area by carefully relating the scale and materials in new development both among project components and with respect to the scale and materials of surrounding development.

(4) Establish a focus through building form and open space which will serve to create development identity of sufficient positive impact.

(5) Preserve and enhance long and short range views, visual privacy, and sun orientation by the careful positioning of buildings and open space.

(6) Obtain a relationship between buildings, open space and public ways which provides increased protection to the pedestrian during unfavorable weather conditions.

(7) Link all project components with continuous and safe pedestrian and bicycle circulation systems. [10]

(8) Establish an orderly sequence and hierarchy of open spaces and pedestrian routes throughout the site.

(9) Provide maximum opportunity for safe and convenient pedestrian and bicycle access to surrounding areas. [10]

Section 502: Development Guidelines

The CRA shall from time to time establish land disposition policies and procedures, design standards, and other development guidelines and evaluate the quality and appropriateness of development proposals with reference to the Plan objectives, land use provisions, building requirements, design principles and other controls as set forth in this Plan, in the disposition...
documents, and development guidelines. The CRA shall also utilize urban design guidelines established by the City, including the “K2 Design Guidelines.”[10]

The design review process will be conducted or caused to be conducted by the CRA in coordination with the City and the Planning Board. [10]

Section 503: Compliance with Plan and Development Guidelines

Redevelopment in the project area shall conform to the Plan objectives, land use provisions, building requirements, design principles, and other controls as set forth in the Urban Renewal Plan and to development guidelines established by the CRA.

All development proposals and architectural plans will be subject to design review, comment, and approval by the CRA prior to land disposition and prior to the commencement of construction. All construction work will be subject to inspection by the CRA in order to assure compliance with the approved development proposals and architectural plans. [10]

Section 504: Approvals of Concept Plan and Development Proposals

All new development shall be consistent with a Conceptual Development Plan (Concept Plan) for the District reviewed by the Planning Board and approved by the CRA. A Concept Plan shall include:

a) A site plan for all proposed new development within the MXD District including locations of Innovation Office Space as described in Section 14.32.5 and Active Ground Floor Uses described in Section 14.82 of the Zoning Ordinance.

b) A current development program illustrating the size and location of existing buildings at the time of submission.

c) A table summarizing the current and proposed future uses on building sites in the MXD District and indicating the potential size and use (or alternate uses) of future development.

d) An open space plan depicting the size, layout and configuration of all Public Open Space within the District. This conceptual open space plan shall illustrate the open space existing in the MXD District and open space proposed to be developed or modified within or outside of the District.

e) A sustainability narrative describing how the new development in the Concept Plan will meet the requirements set forth in Section 14.83 of the Zoning Ordinance, and shall additionally describe the consistency of the proposed development with other sustainability goals that may be established by the City, such as mitigating urban heat island effect, promoting district energy systems, and preparedness for impacts of climate change.
f) An analysis of anticipated parking demand for all uses in the Concept Plan throughout the course of a typical day and week. This analysis may identify opportunities for reducing the total amount of parking required to serve all uses through the sharing of parking spaces by multiple uses and the provision of spaces reserved for car sharing services. [10]

Section 505: Proposed Building and Architectural Plans

A development proposal shall consist of text, maps and drawings that describe to the CRA how the parcels will be developed. The exact form, content and time schedule for each development proposal will be specified in development guidelines established by the CRA pursuant to Section 502 of the Plan.

Proposed building and architectural plans and related materials including diagrams, scale models, perspective sketches, and photographs illustrating building design and arrangement, to a suitable scale, and based upon the land development specifications set forth above, shall show, among other things: [10]

(a) Detailed elevations and floor plans for all buildings, and dwelling unit types;
(b) The specific use of all non-residential floor space;
(c) The location and layout of all signs; and
(d) Outline specifications for building types, including construction and finish, together with actual samples of proposed exterior and interior building materials.

Section 506: Inter-Agency Development Review

The CRA shall conduct its design review in close coordination with the City and the Planning Board. The CRA, in consultation with the City, will approve a Concept Plan for new development within the MXD District. Subsequent development proposals shall be reviewed by the CRA for conformance with the Concept Plan before being submitted to the Planning Board or the CRA for approval. [10]
CHAPTER 6: REDEVELOPER’S OBLIGATIONS

Notwithstanding lesser requirements in the provisions of any zoning or building ordinance or regulation or hereafter in effect, the CRA by use of the following controls in the form of restrictive covenants or conditions running with the land, or by other appropriate means, shall obligate and bind all developers, purchasers, and lessees of project land, and their successors in interest, lessees, sub-lessees, or assigns. Such obligations, together with suitable provisions for reasonable action in the event of default or non-compliance, shall be inserted in and made an affective part of all agreements, conveyances, and other instruments for the disposition of any rights, title, or interests, in whole or in part, in any land acquired or to be acquired within the project area by the CRA.

Section 601: Use and Improvement of Project Land

The use, development, and maintenance, of any part or parcel of land within the project area together with improvements thereon shall be undertaken and carried out only for the purposes and in the manner set forth in the general conditions, land use provisions, and building requirements of the Urban Renewal Plan and in full conformity with the provisions of any applicable development proposal and the terms and conditions under which such a development proposal may have been approved and consented to in writing by the CRA.

Section 602: Commencement and Completion of Improvements

The construction of improvements on any part or parcel of land within the project area shall be commenced, carried out, and completed within such periods of time as the CRA may establish as reasonable and which it may have approved and consented to in writing as a part of any applicable development proposal.

Section 603: Disposition of Project Land by Redeveloper

No disposition of any rights, title, or interests in any part of land within the project area by the developer thereof shall be made prior to the full completion of each and all of the improvements thereon as required by and in full conformity with the terms and conditions of the Urban Renewal Plan, the approved development proposal, and the land disposition agreement which are applicable thereto, unless and until the CRA shall have consented in writing to such disposition.

Section 604: Non-Discrimination

At no time shall the acquisition, development, construction, installation, reconstruction, disposal or conveyance by sale or lease, management, or maintenance of any part or parcel of land within the project area or of improvements thereon, to or by any person, be denied, restricted, or abridged, nor his employment thereon, or his use, occupancy, or possession thereof preferred, discriminated against, segregated, or refused because of race, color, sex, age, religious creed, religious creed, disability, national origin or ancestry, sexual orientation, gender, marital status, family status, military status or source of income.
All transactions affecting or respecting such activities shall be subject to the applicable provisions of Chapter 151-B of the Massachusetts General Laws as amended, and to all other applicable Federal, State and local laws, ordinances, and regulations guaranteeing civil rights, providing for equal opportunities in housing, employment, and education, and prohibiting discrimination or segregation because of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, gender, marital status, family status, military status or source of income.

No covenant, agreement, contract, lease, conveyance, or other instrument shall be effected or executed by the CRA, or its contractors, or by developers, purchasers, or lessees of any part or parcel of land within the project area, or their successors in interest, contractors, lessees, sub-lessees, or assigns, whereby the disposition of any rights, title, or interests, in whole or in part in such land shall be restricted because of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, gender, marital status, family status, military status or source of income. [10]

Every covenant, agreement, contract, lease, conveyance, or other instrument by which any part or parcel of land within the project area is disposed of or by which its improvement is provided for shall include an affirmative covenant which shall obligate and bind each developer, contractor, purchaser, lessee, grantee, or other party to such instrument, or any successors in interest, so that there shall be no discrimination because of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, gender, marital status, family status, military status or source of income in the sale, lease, or rental, or in the employment on, or in the use, occupancy, or possession of such land or of any improvements constructed or to be constructed thereon.

For the purposes of Section 604 of the Plan, the definition of the word “age” shall be in accordance with the provisions of Chapter 151-B of the Massachusetts General Laws as amended.

The CRA shall take all steps necessary and appropriate to enforce such provisions and covenants, and shall not itself so discriminate.
CHAPTER 7: RELATION OF PLAN TO DEFINITE LOCAL OBJECTIVES

Section 701: Conformity to General Plan

The Urban Renewal Plan is based upon a local survey, and is in conformity with a comprehensive plan for the City as a whole. Proposed urban renewal actions and the renewal and redevelopment of the project area for predominantly nonresidential uses are necessary for the proper development of the community.

Section 702: Relation to Definite Local Objectives

The Urban Renewal Plan for the project area, proposed urban renewal actions, and the renewal and redevelopment of the project area for predominantly nonresidential uses are related to definite local objectives as set forth in Section 102 by:

(a) Providing for such mixture and density of land uses as will produce a balanced development consistent with the Plan objectives, land use provisions, building requirements, design principles, and other controls, as set forth in the Urban Renewal Plan;

Providing for the development of those light industrial uses which are consistent with the socio-economic and other objectives of the Plan;

Providing for the discontinuance of local, short and narrow streets and private ways, and for the establishment of a rational and efficient street network which reduces congestion, improves traffic flow, including truck access to and through the project area, and otherwise conforms to the objectives, design principles, and other controls of the Plan;

Providing for the redevelopment of Massachusetts Bay Transportation Authority (MBTA) facilities in such a way as to make them more convenient, attractive and efficient;

Providing for the adjustment of utility service lines, making them more efficient and capable of providing better and more uninterrupted service; and

Requiring new building development to contain appropriate allowances for open space, landscaping and vehicular parking and loading arrangements.
CHAPTER 8 : PROVISION FOR MODIFICATION AND TERMINATION

Section 801 : Interpretation

Interpretation of the objectives, general conditions, land use and building requirements, and other provisions of the Urban Renewal Plan by the CRA shall be final and binding.

Section 802 : Modification

The Urban Renewal Plan may be modified at any time by the CRA; provided, however, that if the general conditions, land use provisions, and building requirements, applicable to any part or parcel of land within the project area are modified after the disposition of any land within the project area affected thereby, the modification shall be consented to in writing by the purchaser or lessee, or by his successors or assigns, of the land affected by the proposed modification.

Whenever proposed modifications of the Urban Renewal Plan will substantially or materially alter or change the Urban Renewal Plan, the proposed modifications shall be approved by the Cambridge City Council and the City Manager, and by the Massachusetts Department of Community Affairs.

Section 803 : Duration and Termination

The Urban Renewal Plan shall be maintained and in effect for a period of fifty-five (55) years from the date of the original approval of the Urban Renewal Plan by the Cambridge City Council and the City Manager, and by the Massachusetts Department of Community Affairs; provided, however, that the provisions of Section 604 shall remain in effect for a period of one hundred (100) years from the date of the original approval of the Urban Renewal Plan. [3] [8]
THE FORWARD FUND

PURPOSE AND GOALS

The Cambridge Redevelopment Authority’s Forward Fund (the Fund) is a micro-grant program intended to reinvest development funds generated in Kendall Square to fund pilot projects by non-profit organizations, community groups, and small businesses across the City of Cambridge. The Fund supports physical improvement projects that better Cambridge’s built environment for the benefit of all the city’s residents, workers, and visitors.

The Fund’s goals are to:

- Advance the CRA’s mission to implement creative initiatives that promote social equity and a balanced economic system.
- Support innovative proposals that craft resourceful projects to take advantage of local knowledge in order to maximize potential benefits.
- Offer awards to a diverse set of entities whose proposals are both feasible and supportive of economic vitality, livability, and sustainability in Cambridge.
AVAILABLE FUNDING

The CRA will distribute up to $40,000 during the inaugural funding process. The CRA reserves the right to allocate funding flexibly depending on the quality of applications received.

TWO AWARD TYPES

Applicants may apply for one of two award types. The award categories are:

- **Planning & Design grants**: Awards of up to a maximum of $2,500 offered to applicants aiming to assess/study the feasibility of a proposed physical intervention. Planning & Design grants are paid at the time of award. For the purposes of this inaugural phase, funds are not to be used for programming, only for the development of ideas for physical improvements.

- **Capital grants**: Awards of up to a maximum of $10,000 offered to applicants piloting innovative physical improvement projects. Capital grants require a 1:1 organizational match – which could include another outside funding source or in-kind/volunteer matching resource. Capital grants are paid 50% at the time of award, and 50% at the completion of the project. For the purposes of this inaugural phase, funds are not to be used for programming, only physical improvements.

WHO SHOULD APPLY

The Fund is intended to use resources generated in Cambridge, combined with talent and organizational capacity within Cambridge, to ultimately benefit the city in new and imaginative ways. In this pilot phase eligibility is intentionally left open to any Cambridge-based nonprofit (501c3) organization, Cambridge-based nonprofit organization that has an agreement with a (501c3) fiscal sponsor, or a Cambridge-based independent small business. It is anticipated the applicants may include neighborhood groups, human services organizations, independent restaurants, retailers, inventors, artists, entrepreneurs, civic organizations, and more.

WHAT TYPES OF PROJECTS WE EXPECT

In the spirit of our first operating principle – Act – the CRA Forward Fund is intended to use redevelopment tools imaginatively to take action by piloting innovative projects throughout the City. Ultimately the audience for these projects is all Cambridge residents, workers, and visitors. There is no theme or required topic that projects must focus on during this inaugural phase. By keeping the Fund as open-ended as possible we hope inspire and touch more people, get more tangibly accomplished, build the civic and social capital of the City,
and ultimately advance the future of Cambridge forward, faster.

While we are not specifying a theme or topic for the projects, the following are some suggested themes to prompt creative ideas and conversation. Think about how the following concepts relate to the physical urban landscape and/or tackle an existing problem or need in the urban landscape: Invention, reflection, exploration, history, discovery, fun, mystery, welcome, commentary, delight, legibility, explanation, grace, industrial design.

ELIGIBILITY CRITERIA

Projects must meet all of the following yes/no criteria in order to be eligible:

1. Located within Cambridge.
2. Achieves a physical improvement that does not require any additional ongoing funding from the CRA or the City to operate or maintain. Funds are not to be used for programming, only physical improvements.
3. Request does not exceed award maximums.
4. Applicant is a Cambridge-based nonprofit organization (501c3), a Cambridge-based organization that has an agreement with a (501c3) fiscal sponsor, or is a Cambridge-based independent small business[3]. No public sector applicants are allowed.
5. All applicants must explain or show how the CRA will be directly and creatively acknowledged as a funding source in their application and how the project relates to the CRA mission and operating principles.
6. The applicant must have control over proposed installation site, or have a letter of support from the property owner.

EVALUATION CRITERIA

Project proposals will be evaluated and scored based on the following criteria by an advisory group to consist of a combination of CRA staff and City of Cambridge staff from various departments:

Project Related Scoring Criteria:

1. Alignment with the purpose and goals of the Fund and the CRA mission and operating principles
2. Increase the quality of the built environment / public realm, tackle a public need, or provide an amenity
3. Demonstrates a tangible public benefit in an under-resourced area of Cambridge designated by the
City of Cambridge Neighborhood Revitalization Strategy Areas

4. Alignment with and support of current Cambridge planning and development efforts and regulations

5. Level of public access and visibility of the project

Applicant Related Scoring Criteria:

1. Demonstrated capacity of applicant to successfully implement the project
2. Realistic financial feasibility of the project
3. Financial need of applicant

*The CRA reserves the right to apply additional evaluation criteria before accepting projects.*

PROCEDURE

Application and Awarding of Funds

I. **Planning & Design Grants (max $2,500)**

- Submit online application form and attachment
- Forward Fund advisory group assesses proposals
- Finalists meet with CRA staff
- Applicants and awardees are notified
- Awards are issued in full
- Outcome reporting due within two months of completion date

II. **Capital Grants (max $10,000)**

- Submit online application form and attachment
- Forward Fund advisory group assesses proposals
- Finalists meet with CRA staff
- Applicants and awardees are notified
- Applicants seek and obtain permits necessary for project implementation, submit finalized budget proposals
- Provisional 50% awards are granted to awardees who have successfully obtained the necessary permits and documentation of matching funds and/or services
- Final 50% of funds are granted after completion of the project
- Outcome reporting within two months of completion date

Outcomes
As the CRA seeks to continuously improve and expand our program offerings, we hope to understand and document our impact in the Cambridge community.

- Awardees need to document the impact of the final project with any combination of photos, a short written narrative, a video, or other creative mediums.
- Within two months of project completion but no later than twelve months from the date of the award announcement, awardees are asked to submit these materials regarding their project’s impact for the community.
- Quantitative data is encouraged if relevant and available (i.e.: number of people visiting the site, number of people attending an event, associated matching or fundraising, economic impact, etc).

**Governance Structure**

A CRA staff member responsible for receiving applications and responding to questions regarding the application process will manage the Forward Fund on a day-to-day basis. An advisory group consisting of CRA and City of Cambridge staff from various departments will be appointed to evaluate proposals and determine winners. Advisory group list is currently in formation and will be posted when finalized.

**Submission Deadline**

Grant applications are due **Monday, April 13, 2015**, with funding approvals announced by Monday, May 25, 2015.

**Submission Format**

Digital submissions using the online application are *preferred*; however, hardcopy applications will be accepted, postmarked by the submission deadline, at the address below:

**Forward Fund - Cambridge Redevelopment Authority**  
255 Main Street, Fourth Floor  
Cambridge, MA 02140

**QUESTIONS**

All interested parties are encouraged to contact the CRA with any questions.

Contact: Jason Zogg, *Program Manager*
ABOUT THE CAMBRIDGE REDEVELOPMENT AUTHORITY (CRA)

CRA Mission:

The Cambridge Redevelopment Authority (CRA) is committed to implementing imaginative, creative development that achieves social equity and environmental sustainability. Our goal is to work in the public interest to facilitate infrastructure investments and development projects that integrate commercial, housing, civic and open space uses. We are a public real estate entity with a unique set of redevelopment tools, working in close partnership with the City of Cambridge and other organizations.

CRA Operating Principles:

1. Act
2. Operate with transparency
3. Maximize the public benefit
4. Operate with fiscal responsibility
5. Set an example

Learn more about the CRA’s mission and history and its 2014 Strategic Plan.

Termination

The Cambridge Redevelopment Authority reserves the right to terminate the distribution of awards if it is determined that the funds are not, without prior notification and approval, being used for the purpose approved through the project application.

[1] For example, due to the required 1:1 match if the ask is $10k, the total project value is expected to be $20,000 and above. If the ask is $7k, the total project value is expected to be $14k and above, etc. In-kind matches such as pro-bono work by an architecture firm for example must have a letter that specifies a statement of value of those in-kind matching services. A list of known monetary and in-kind matching resources in Cambridge can be found as an attachment.

[2] If an organization is not a 501c3 it must have an agreement with a 501c3 fiscal sponsor that will act as the fiduciary for the purposes of disbursing CRA funds
[3] If an organization is not a 501c3 it must have an agreement with a 501c3 fiscal sponsor that will act as the fiduciary for the purposes of disbursing CRA funds


**The Cambridge Redevelopment Authority** is committed to implementing imaginative, creative initiatives to achieve social equity and a balanced economic ecosystem. We work in the public trust to bring a human dimension to development improving the quality of life for residents, businesses, employees, and visitors. Our goal is to balance economic vibrancy, housing, and open space... Learn more.
THE CAMBRIDGE REDEVELOPMENT AUTHORITY: FORWARD FUND

The Cambridge Redevelopment Authority’s Forward Fund (the Fund) is a microgrant program intended to reinvest development funds generated in Kendall Square to fund pilot projects by non-profit organizations, community groups, and small businesses across the City of Cambridge. The Fund supports physical improvement projects that better Cambridge’s built environment for the benefit of all the city’s residents, workers, and visitors.

Planning & Design grants up to $2,500 and Capital grants up to $10,000 are available for a wide variety of projects that contribute to the civic and social capital of Cambridge.
THE CRA FORWARD FUND

The Cambridge Redevelopment Authority is awarding two kinds of grants for Cambridge community groups, non-profits, and small businesses:

- $2,500 for planning & design
- $10,000 for physical projects

How will you move Cambridge forward?

Apply by: April 13, 2015

More info on reverse and online: j.mp/ForwardFund
ABOUT THE FORWARD FUND

WHAT
The Cambridge Redevelopment Authority’s Forward Fund (the Fund) is a micro-grant program intended to reinvest development funds generated in Kendall Square to fund pilot projects by non-profit organizations, community groups, and small businesses across the City of Cambridge. The Fund supports physical improvement projects that better Cambridge’s built environment for the benefit of all the city’s residents, workers, and visitors.

WHO
The Fund is intended to use resources generated in Cambridge, combined with talent and organizational capacity within Cambridge, to ultimately benefit the city in new and imaginative ways. In this pilot phase eligibility is intentionally left open to any Cambridge-based nonprofit (501c3) organization, Cambridge-based nonprofit organization that has an agreement with a (501c3) fiscal sponsor, or a Cambridge-based independent small business.

It is anticipated the applicants may include neighborhood groups, human services organizations, independent restaurants, retailers, inventors, artists, entrepreneurs, civic organizations, and more.

ABOUT THE CRA

MISSION
The Cambridge Redevelopment Authority (CRA) is committed to implementing imaginative, creative development that achieves social equity and environmental sustainability. Our goal is to work in the public interest to facilitate infrastructure investments and development projects that integrate commercial, housing, civic and open space uses. We are a public real estate entity with a unique set of redevelopment tools, working in close partnership with the City of Cambridge and other organizations.

Between 2013-14 the CRA conducted a strategic planning process to update its organizational vision and operating principles, which are summarized below:

1. Act
2. Operate with transparency
3. Maximize the public benefit
4. Operate with fiscal responsibility
5. Set an example

Learn more about the Strategic Plan and the CRA’s nearly 60-year history at:
http://www.CambridgeRedevelopment.org
Dear CRA Board Members:

After consulting with the City of Cambridge’s Finance Department, we have met several times with their investment advisor, David Javaheri of Morgan Stanley regarding a strategy to best protect and grow the CRA’s financial resources.

As you know, the CRA monies are currently spread over 16 different accounts in over a dozen different banks. Although some of the funds are invested in CDs, some of it is in negligible interest gaining savings accounts. Furthermore, several accounts hold more than $250,000, and thus are not fully covered by FDIC insurance.

After speaking with Mr. Javaheri, grouping these monies into one investment account would have several advantages and few disadvantages assuming we properly forecast the liquidity needs of the CRA. This solution provides a manageable method for us to collateralize our money within a strategic allocation. It will provide a better overall rate of return with the guidance of a professional investment company utilizing a combination of investment instruments. It will be easier to track investment income and record interest into the CRA accounting system as there would be one monthly statement from a single institution. Finally all of the monies could be placed in multiple FDIC insured accounts.

Included in this packet, are four documents required to open an account at Morgan Stanley:

1. Business AAA - application for a new account, agreeing to Morgan Stanley’s terms and conditions stated in the Client Agreement document
2. Client Agreement Document- the supporting information for the new account form
3. Authorized Persons Form – allows Morgan Stanley to accept instructions from the authorized persons on the account
4. Bond Proceeds Document– certifies the account will not hold bond proceeds.

Staff recommends that the CRA initially establish an investment account with Morgan Stanley and move a portion of our funds into this new account. Over the next few months we will finalize an Investment Policy that would establish percentages of CRA funds to be committed to different investment options, and then instruct Mr. Javaheri to implement these policies.

Thomas Evans
Executive Director
Account Application and Client Agreement*  
For Partnerships, Limited Liability Entities, Sole Proprietorships, Corporations and Unincorporated Associations Accounts for U.S. Taxpayers

Instructions

To ensure prompt processing of your accounts:

1. Enter the name of the Entity in the appropriate Certification for the account type you are opening.
   - Incorporation and Unincorporated Association accounts require the separate Enabling Resolutions document to be signed and returned.
2. Select the appropriate Federal Tax Classification and enter the legal address of the Entity on Page 6.
3. Enter the Name and Tax Identification Number, if applicable, of the Entity on Page 6.
4. If applicable, enter the Exempt payee code and/or Exempt FATCA reporting code on Page 6 (see Page 7 for exempt codes).
5. All Authorized Parties must sign and date where designated on Page 6.
6. Please make sure to return pages 1-7, starting with this page. Please retain the attached Client Agreement for your records.

PLEASE NOTE: This document can be used to open a variety of Entity accounts—your signature(s) only serve as an agreement to the certification that applies to the specific account you are opening.

Important Information about your Application

To open and maintain your account(s), each client must acknowledge receipt of and agree to the terms and conditions of the Morgan Stanley Smith Barney LLC** Client Agreement ("Client Agreement")*** and relevant disclosures that are contained in your new account opening materials and in this application. Each Client must also attest to the tax certification, and provide their Social Security or Tax Identification Number. If you transmit an executed copy of the Client Agreement or other required documentation either by facsimile or via portable document format ("PDF"), you agree to be bound by such electronic versions.

Account Linking Service

To minimize the number of separate mailings you receive, we offer an automatic Account Linking Service. The Account Linking Service allows you to receive multiple account statements and other important information together in a single envelope, in a consolidated format with a summary page showing the account value of each account. Accounts which have the same mailing address, branch and Financial Advisor, and Social Security Number(s)/Tax Identification Number(s) will be subject to the automatic Account Linking Service. There is no charge for this service. If you do not wish to take advantage of the automatic Account Linking Service and want to opt-out of that service, please contact your Financial Advisor.

You may request to add accounts to an account linked group for accounts that have different Social Security Number(s)/Tax Identification Number(s), provided all other eligibility rules have been met. If you link your accounts with separate accounts(s) owned by others, however, your personal and financial information will be provided to such other account owners by virtue of being consolidated in a single envelope.

After an account has been identified as eligible for automatic Account Linking, but before the link is active, you will see a message on your monthly account statement advising you that these new accounts will be added to an Account Link group during the following statement cycle. Upon receipt of your next monthly account statement, your eligible accounts will be consolidated into a single envelope through our Account Linking service. With Account Linking, your consolidated statements all arrive at the same time and can be accessed online through a single Morgan Stanley Online sign-on. Account Linking also allows the addressee designated as the primary account holder, and anyone to whom the primary account holder has delegated access, to have access to view all linked accounts online on Morgan Stanley Online. For information about our client website, and online services such as eDelivery of your statement, go to www.morganstanley.com/online.

* The Client Agreement is applicable to all domestic Active Accounts and Individual Retirement Accounts (Traditional/Rollover/Roth/Inherited/CESA/SEP/SAR-SEP and SIMPLE IRAs) and Trust Accounts.

** Morgan Stanley Smith Barney LLC is a registered broker-dealer, not a bank. Where appropriate, we have entered into arrangements with licensed banks and other third parties to assist in offering certain services. Unless otherwise specifically disclosed to you in writing, investments and services offered through Morgan Stanley Smith Barney LLC, Member SIPC, are not insured by the FDIC, are not deposits or other obligations of, or guaranteed by, banks and involve investment risks, including possible loss of principal amount invested.

*** The Client Agreement sets forth the terms and conditions of the Account and, together with the Welcome Letter and online disclosures provided at account opening, provides important information about Account services and fees. Also included in your Account opening materials is a Margin Disclosure Statement and a copy of our U.S. Privacy Policy. The Account you are opening is a brokerage account, which is not regulated by the Investment Advisers Act of 1940, as amended. Certain services may not be available in jurisdictions outside the United States. For more information about the Account, review the Client Agreement.
Sole Proprietorship Certification

The Full name of the Sole Proprietorship is: ________________________________

In consideration of Morgan Stanley Smith Barney LLC (“MSSB”) opening and maintaining one or more accounts for the Sole Proprietorship named above, you, the undersigned hereby certify as follows:

1. You certify that no other person has any interest in the Sole Proprietorship identified herein and that you are the sole owner thereof.
2. You hereby indemnify MSSB, its subsidiaries, affiliates, successors, and assigns and its employees and hold each of them harmless from any and all claims, liabilities, and expenses which may arise from accepting instructions (including, but not limited to, instructions related to investments, withdrawals, distributions, contributions and transfers) from you or any other person or entity authorized to act on behalf of the Sole Proprietorship or which may arise from continued reliance on this Certification. The provisions of this paragraph shall survive the termination of the Account.
3. You hereby agree to notify MSSB in writing of any change to your authority or the authority of any other person or entity authorized to act on behalf of the Sole Proprietorship, or any other event which could materially alter the representations made in this Certification. You further agree to notify MSSB, in advance and in writing, if any other person or entity is given authority to act on behalf of the Sole Proprietorship. MSSB may rely on the continued validity of this Certification indefinitely, absent actual receipt of such written notice.
4. You agree that MSSB may apply this Certification to any accounts in the name of the entity named above. You further agree that all of the terms, conditions, authorizations and representations shall apply to such accounts.

General Partnership Certification

The Full name of the General Partnership is: ________________________________

In consideration of Morgan Stanley Smith Barney LLC (“MSSB”) opening and maintaining a partnership account (the “Account”) in the name of a duly organized partnership of which the undersigned are all the General Partners (“the Partnership”), the General Partners jointly and severally certify that, in connection with the Account, each General Partner has the authority on behalf of the Partnership:

1) to buy, sell (including short sales) and otherwise deal in, through MSSB, stocks, bonds, equity options, debt options, commodities and commodity options, precious metals, mutual funds and other securities, on margin or otherwise;
2) to receive demands, notices, confirmations, reports, account statements, purchase and sale notices, and other communications;
3) to deposit and withdraw money, securities and property of every kind to and from the Account;
4) to borrow money from MSSB and its applicable affiliates and to secure payment thereof with property of the Partnership;
5) to make agreements relating to any of the foregoing matters, or the Account generally, and to terminate, modify or waive any of the provisions of same; and
6) to deal with MSSB as fully and completely as if the Account were in the General Partner’s name alone.

This authority hereby conferred shall remain in force until written notice of its revocation is delivered to MSSB at the office servicing the Account.

The General Partners agree to jointly and severally indemnify MSSB, its subsidiaries, affiliates, successors and assigns and its employees and hold each of them harmless from any and all claims, liabilities, and expenses which may arise from any action, instruction or omission attributable to any General Partner(s) or which may arise from continued reliance on this Certification. The provisions of this paragraph shall survive the termination of either the Partnership or the Account.

The General Partners agree to immediately notify MSSB in writing of the death, retirement, withdrawal or incompetency of any General Partner, the addition of a new General Partner, any amendment to your Partnership Agreement, or any other event which could materially alter the representations made in this Certification. MSSB may rely on the continued validity of this Certification indefinitely, absent actual receipt of such written notice.

If MSSB receives conflicting instructions from different General Partners, or reasonably believes instructions from one General Partner might conflict with the wishes of another General Partner, MSSB may do any of the following: (a) choose which instructions to follow and which to disregard; (b) suspend all activity in the account until written instructions signed by all General Partners are received; (c) close the account and deliver all securities and other property, net of debits or liabilities, to the address of record; and/or (d) take other legal action which MSSB deems appropriate. The General Partners agree that MSSB retains the right to require joint action of all General Partners.
Partners and/or authorized persons with respect to any activity relating to the Partnership Account whenever such joint action may be deemed necessary in MSSB’s sole discretion.

The General Partners agree that MSSB may apply this Certification to any accounts in the name of the entity listed above. The General Partners further agree that all of the terms, conditions, authorizations and representations shall apply to such accounts.

**Limited Liability Entity Agreement and Certification**

I/we, the undersigned Managing Member(s) or General Partner(s), hereby certify and agree as follows:

The full legal name of the limited liability entity (“LLE”) to which this Agreement and Certification applies is:

In consideration of Morgan Stanley Smith Barney LLC (“MSSB”) opening and maintaining an account (the “Account”) in the name of the above referenced duly organized LLE of which all the undersigned are Managing Member(s) or General Partner(s), the Managing Member(s)/General Partner(s) jointly and severally represent that, in connection with the Account, each Managing Member/General Partner designated herein has the authority on behalf of the LLE:

1) to buy, sell (including short sales) and otherwise deal in, through MSSB, stocks, bonds, equity options, debt options, commodities and commodity options, precious metals, mutual funds and any other securities, on margin or otherwise;

2) to receive demands, notices, confirmations, reports, account statements, purchase and sale notices, and other communications;

3) to deposit and withdraw money, securities and property of every kind to and from the Account;

4) to borrow money from MSSB and/or its applicable affiliates and to secure payment thereof with property of the LLE;

5) to make agreements relating to any of the foregoing matters, or the Account generally, and to terminate, modify or waive any of the provisions of same; and

6) to deal with MSSB as fully and completely as if the Account were in the Managing Member’s/General Partner’s name alone.

This authority hereby conferred shall remain in force until written notice of its revocation is delivered to MSSB at the office servicing the Account.

The Managing Member(s)/General Partner(s) on behalf of the LLE and individually agree to jointly and severally indemnify MSSB, its subsidiaries, affiliates, successors and assigns and its employees and hold each of them harmless from any and all claims, liabilities, and expenses which may arise from any action, instruction or omission attributable to any Managing Member(s)/General Partner(s) or which may arise from continued reliance on this Certification. The provisions of this paragraph shall survive the termination of either the LLE or the account.

The Managing Member(s)/General Partner(s) and/or the LLE agree to immediately notify MSSB in writing of the death, retirement, withdrawal, incompetency of any Managing Member/General Partner, the addition of a new Managing Member/General Partner, any amendment to the LLE Agreement, or any other event which could materially alter the representations made in this Certification. MSSB may rely on the continued validity of this Certification indefinitely, absent actual receipt of such written notice.

If MSSB receives conflicting instructions from different Managing Member(s)/General Partner(s), or reasonably believes instructions from one Managing Member/General Partner might conflict with the wishes of another Managing Member/General Partner, MSSB may do any of the following: (a) choose which instructions to follow and which to disregard; (b) suspend all activity in the account until written instructions signed by all Managing Member(s)/General Partner(s) are received; (c) close the account and deliver all securities and other property, net of debits or liabilities, to the address of record; and/or (d) take other action deemed necessary to protect the interests of MSSB.

The Managing Member(s)/General Partner(s) agree that MSSB retains the right to require joint action of all Managing Member(s)/General Partner(s) with respect to any activity relating to the LLE Account whenever such joint action may be deemed necessary in MSSB’s sole discretion.

The Managing Member(s)/General Partner(s) agree that MSSB may apply this Agreement to any accounts in the name of the entity listed above. The Managing Member(s)/General Partner(s) further agree that all of the terms, conditions, authorizations and representations shall apply to such accounts.
Cash Management (Not all account types are eligible for all Cash Management services)

CheckWriting
☐ If eligible you will receive 50 complimentary wallet-style checks unless you opt out of checkwriting privileges by checking this box.

Debit Card
If eligible, you will receive a free Debit Card which is accepted at MasterCard® and STAR® network locations.
☐ If you check this box and your account type is eligible, you will receive a Debit Card.

Automatic Margin Privileges
Please note that you are automatically requesting margin privileges unless you check the “NO MARGIN” box:
☐ NO MARGIN

Margin privileges may not be available in certain jurisdictions and are not available for all account types. Note that if you have more than one account with Margin privileges held with us, the value of marginable securities in certain accounts held in the same client name and capacity will be aggregated to determine your cumulative margin credit. For more information on margin privileges and rates, please read the Margin Disclosure Statement which is provided to you as part of your account opening materials and is also available through your Financial Advisor or online at www.morganstanley.com/wealth/investmentssolutions/disclosures.asp. See the Margin Interest Rate Schedule for margin interest rates.

Electronic Delivery
☐ Check this box if you would like to enroll in Electronic Delivery and agree to be bound by the terms and conditions thereof.

As a client enrolled in Electronic Delivery you will receive electronic notifications that documents are available for review in lieu of physical copies. These notifications will be sent to the email address that you have provided below. At your first log-in to www.morganstanley.com/online there will be a verification process for this email address which must be completed before electronic delivery can commence. Any accounts you open in the future will also be enrolled for eDelivery.

Please send all eDelivery notifications to the following email address:

EMAIL

USA PATRIOT Act③ Notice

Important information about procedures for opening a new account or establishing a new relationship: To help the government fight the funding of terrorism and money laundering activities, federal law requires all U.S. financial institutions to obtain, verify, and record information that identifies each individual or institution that opens an account or establishes a customer relationship with Morgan Stanley Smith Barney LLC.

What this means for you: When you enter into a new customer relationship with MSSB, we will ask for your name, address, date of birth (as applicable), and other identification information. This information will be used to verify your identity. As appropriate, we may, at our discretion, ask for additional documentation or information. If all required documentation or information is not provided, MSSB may not be able to open an account or maintain a relationship with you.

① Debit MasterCard Cards are issued pursuant to a license granted by MasterCard International Incorporated. MasterCard is a registered trademark of MasterCard International Incorporated.
② MSSB reserves the right to approve margin privileges at its discretion. This does not constitute an application for credit.
Agreements and Signatures

By signing below, you acknowledge receipt of and agree to the terms of the Client Agreement which by this reference is incorporated herein. You further agree that:

1. unless you have checked “No Margin” in the Margin Section, margin loans may be extended to you from time to time for purposes of purchasing securities or otherwise. Please see the section entitled “Margin Privileges” in the account opening materials, which includes a description of the risks associated with margin borrowing and read the Margin Disclosure Statement (also available at: www.morganstanley.com/wealth/investmentsolutions/disclosures.asp). You acknowledge that your securities may be loaned to us or to others. Notwithstanding the foregoing, you also understand and agree that a margin loan may be established to cover transactions (including funds transfers and debit card purchases) when there are insufficient funds in your Account.

2. if you have requested any cash management services, you agree to the terms of the Client Agreement and other agreements which govern those services and authorize MSSB to establish checkwriting privileges, online bill payment services, Electronic Fund Transfer capabilities and to issue Debit Cards as instructed by you.

3. this account is governed by the Client Agreement and/or other agreements you may have with MSSB or other providers of services related to the account. You agree that if you decline to participate in any of MSSB’s services today, but elect to do so in the future, you agree to be bound by the applicable terms in the Client Agreement and any other agreements relating to such service at that time.

4. MSSB may use this application and the certifications in connection herewith, including certain authorization forms to, among other things, establish additional Active Assets Accounts. You understand and agree that, subject to any information you provide relating to such additional Accounts, the terms of the Client Agreement (as amended) and all certifications in connection herewith, shall apply to such additional Accounts.

5. neither you nor any other person who has an ownership interest in, or authority over, the Account is or has been a Politically Exposed Person, also known as a senior foreign political figure or an immediate family member or close associate of a senior foreign political figure within the meaning of the U.S. Department of the Treasury’s Guidance on Enhanced Scrutiny for Transactions That May Involve the Proceeds of Foreign Official Corruption and as referenced in the USA PATRIOT Act. In addition, you represent that neither you nor any other person who has an ownership interest in, or authority over, the Account is a corporation, business or other entity that is beneficially or majority owned or controlled by the senior foreign political figure. If you, any other owner of, or authorized person on the Account is or has been such a figure, you agree to disclose that fact to MSSB and provide the necessary information required by law to open and/or to service your Account. You also represent that this Account will not be used for any transactions with, or for the benefit of, any person, entity or country that is the subject of any sanctions administered or enforced by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”), including, but not limited to, any person, or entity designated on OFAC’s List of Specially Designated Nationals.

6. Additional certifications for clients who are not U.S. Persons:

a. you certify that you do not qualify as a U.S. Person under applicable U.S. securities laws. You affirm, as applicable, that any photocopies are true and accurate copies of your current and valid passport or national identity card, and that any copies of a passport or national identity card provided to the firm for each individual related to your account are current, true and accurate copies. You agree to notify MSSB immediately in the event you become a U.S. Person.

b. for clients selecting the offshore SICAV money market mutual fund sweep, you confirm that you were not in the United States at the time you signed this Application (and were not solicited to select this mutual fund in the United States).

c. you have specifically requested investment services from MSSB on your own volition and desire MSSB to provide advice to you on a continuing basis.

d. you will use your Account solely for lawful purposes and will comply with all applicable laws in relation to taxation, exchange and capital controls and reporting and filing requirements.

1 For the purposes of this paragraph, a “Politically Exposed Person” is a current or former senior official in the executive, legislative, administrative, military or judicial branch of a foreign government (whether elected or not), or a senior official of a major foreign political party, a senior executive of a foreign government-owned corporation or a corporation, business or other entity formed by, or for the benefit of, such a figure. The term “politically exposed person” includes a current or former senior foreign political figure’s “immediate family,” which includes, but is not limited to, parents, siblings, children and in-laws; “close associate,” which means a person who is widely and publicly known to maintain an unusually close relationship with a senior foreign political figure, including a person in a position to conduct substantial domestic and international financial transactions on behalf of such figure. For a fuller discussion of the preceding terms and definitions, see http://www.federalreserve.gov/boarddocs/letters/2003/rl0313.htm.

2 In this regard, a “U.S. Person” means any U.S. Person as defined in Regulation S under the U.S. Securities Act of 1933, as amended.
Client Acknowledgement

If you are not a U.S. person for U.S. federal tax purposes, your signature below does not constitute a certification to the Substitute Form W-9. Non-U.S. persons must file the appropriate form W-8 which will be supplied to you separately. MSSB may be required by law to withhold a percentage of dividends, interest and gross proceeds of sales of securities for any account which has not filed a Form W-9 or an appropriate Form W-8.

Tax Certification and Signatures
Substitute Form W-9: Request for Taxpayer Identification Number and Certification
Under penalties of perjury, You certify that:
1. The number you have provided herein is your correct Taxpayer Identification Number (or you are waiting for a number to be issued to you); and
2. You are not subject to backup withholding because:
   a. You are exempt from backup withholding, or
   b. You have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest and dividends, or
   c. The IRS has notified you that you are no longer subject to backup withholding; and
3. You are a U.S. person (including a U.S. resident alien); and
4. Any FATCA code(s) provided below, indicating that you are exempt from FATCA reporting is correct.

CERTIFICATION INSTRUCTIONS: YOU MUST CROSS OUT ITEM NUMBER 2 ABOVE IF YOU HAVE BEEN NOTIFIED BY THE IRS THAT YOU ARE CURRENTLY SUBJECT TO BACKUP WITHHOLDING BECAUSE YOU HAVE FAILED TO REPORT ALL INTEREST AND DIVIDENDS ON YOUR TAX RETURN.

NAME OF ENTITY

ENTITY TAX IDENTIFICATION NUMBER

Legal Address of the Entity:

LEGAL BUSINESS STREET ADDRESS (CANNOT BE PO BOX)

CITY, STATE AND ZIP OR POSTAL CODE (AND COUNTRY IF OUTSIDE THE US)

Exempt payee code (if any) ____________________________
See page 7 for codes

Exemption from FATCA reporting code (if any) ____________________________
See page 7 for codes

Federal Tax Classification (check one):

☑ Sole Proprietorship ☐ Partnership (includes Limited Partnership)
☐ Unincorporated Entity or Other Organization
☐ S Corporation ☐ C Corporation (includes incorporated non-profit)
☐ Limited Liability Entity (enter the tax classification below)
(C = C Corporation, S = S Corporation, P = Partnership):

Your Accounts at MSSB are governed by a predispute arbitration clause (starting on page 9, paragraph 15 of the attached Client Agreement). You acknowledge that you have received a copy of the Client Agreement, including the predispute arbitration clause.

The Internal Revenue Service does not require your consent to any provision of this Client Agreement other than the certifications required to avoid backup withholding set forth above.

AUTHORIZED INDIVIDUAL (PRINT NAME) SIGNATURE DATE (MM/DD/YYYY)
AUTHORIZED INDIVIDUAL (PRINT NAME) SIGNATURE DATE (MM/DD/YYYY)
AUTHORIZED INDIVIDUAL (PRINT NAME) SIGNATURE DATE (MM/DD/YYYY)
AUTHORIZED INDIVIDUAL (PRINT NAME) SIGNATURE DATE (MM/DD/YYYY)
AUTHORIZED INDIVIDUAL (PRINT NAME) SIGNATURE DATE (MM/DD/YYYY)
AUTHORIZED INDIVIDUAL (PRINT NAME) SIGNATURE DATE (MM/DD/YYYY)
### Exempt Payee Codes and Exemption from FATCA Reporting Codes

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions. **Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. The following codes identify payees that are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2. The United States or any of its agencies or instrumentalities
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities
5. A corporation
6. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7. A futures commission merchant registered with the Commodity Futures Trading Commission
8. A real estate investment trust
9. An entity registered at all times during the tax year under the Investment Company Act of 1940
10. A common trust fund operated by a bank under section 584(a)
11. A financial institution
12. A middleman known in the investment community as a nominee or custodian
13. A trust exempt from tax under section 664 or described in section 4947

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A — An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B — The United States or any of its agencies or instrumentalities
C — A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
D — A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
E — A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
F — A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G — A real estate investment trust
H — A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I — A common trust fund as defined in section 584(a)
J — A bank as defined in section 581
K — A broker
L — A trust exempt from tax under section 664 or described in section 4947(a)(1)
M — A tax exempt trust under a section 403(b) plan or section 457(g) plan
Client Agreement

In the following agreement, the words "we," "us," "our," and "MSSB" refer to Morgan Stanley Smith Barney LLC. The words "you," "your," "yours," and "client" refer to the account owner (Note that, in the case of an IRA, "you" refers to "you" as the beneficial owner of the account custodied by MSSB, if, in the case of a CESA, the individual's that may be involved in the CESA account (such as the "Contributor" to the Account, the designated Beneficiary or the applicable "Responsible Individual," as the case may be, as each defined in the CESA document).)

In consideration of MSSB opening, maintaining or servicing an account or multiple accounts on your behalf, it is agreed that the terms and conditions of this Client Agreement for Active Assets Accounts, IRAs and CESAs (the "Agreement") apply to any and all such accounts that you, in any and all capacities, open and maintain with or through MSSB or its direct or indirect subsidiaries and affiliates, now or in the future.

The provisions of this Agreement shall be continuous. Your heirs, executors, administrators, assigns or successors will also be bound by the terms of this Agreement, as will any successor organization or assign of MSSB. Except for the statute of limitations applicable to claims, this Agreement is governed by the laws of the State of New York (and, with respect to IRAs and CESAs, the provisions of the U.S. Internal Revenue Code of 1986, as amended, and any successor tax statutes (the "Code")) without giving effect to principles of the conflict of laws. If any provision of this Agreement becomes inconsistent with any applicable current or future law, rule or regulation, that provision will be deemed changed to conform to the law. However, all other provisions will remain in effect. If any provision of this Agreement is determined by competent authority to be prohibited or unenforceable in any jurisdiction, that provision shall be deemed ineffective in that jurisdiction without invalidating the rest of this Agreement, nor rendering such provision invalid or unenforceable in any other jurisdiction.

Unless otherwise required by applicable law, and except as set forth in this Agreement or in other disclosures provided to you, neither we nor any other entity performing services in connection with this Agreement will be liable for consequential, special or indirect damages or losses. This Agreement does not confer any rights on any third parties, including any additional cardholders and Authorized Check Signers.

You agree that our failure to insist at any time upon strict compliance with any term of this Agreement, or any delay or failure on our part to exercise any power or right given to us in this Agreement, or a continued course of such conduct on our part shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise prejudice any other further exercise. All rights and remedies given to us in this Agreement are cumulative and not exclusive of any other rights or remedies which we otherwise have.

MSSB may amend, supplement, modify or rescind any and all provisions of this Agreement, and, unless they are adverse to you or notice is required either by the provisions of applicable law or other governing agreements applicable to your account, such changes will take effect without notice to you. If, however, such changes are adverse to you, we will provide you with notice in accordance with applicable regulations before such changes take effect. Subject to the requirements of applicable law, MSSB may sell, transfer or assign this Agreement, in whole or in part, at any time with or without notice to you. You may not sell, assign or transfer any of your obligations under this Agreement without the express written consent of MSSB.

We may, with or without notice to you, decline to offer you certain services or cancel existing services available under this Agreement at our sole discretion consistent with the requirements of applicable law and other governing agreements applicable to your account.

You consent to the electronic recording, at MSSB’s discretion, of any or all telephone conversations with MSSB (without an automatic tone warning device), the use of same as evidence by either party in any action or proceeding arising out of this Agreement, and, MSSB’s discretion, at its discretion, of any recording as part of its regular procedure for the handling of recordings.

You acknowledge that all agreements hereunder may be executed in counterparts. Certain features of your account may be subject to additional applications and agreements that also govern or supplement this Agreement (including the IRA and/or CESA Adoption Agreement), all of which collectively govern your relationship with MSSB.

Any language in this Client Agreement or related agreements may conflict or be inconsistent with the applicable IRA or CESA custodial agreement and plan documents, and Sections 408 or 4975 of the Code, and the regulations thereunder, shall be interpreted to be consistent and in compliance with the IRA or CESA custodial agreements and plan documents, and those Sections of the Code and regulations thereunder.

To the extent it is not possible to interpret such language to be consistent and compliant with such IRA and/or CESA custodial agreements and plan documents or these Code provisions and regulations, then such language shall be of no force or effect to the extent of such inconsistency or noncompliance.

1. Communicating with You

From time to time, but no less frequently than quarterly, we will send you statements for your accounts. We will also send you transaction confirmations as required by law or regulation. We will keep on file for you a mailing address that you provide (including an email address if so provided), and will use the address specified by you or any updated address you provide, to send you written communication by mail or other methods. We will consider any communication delivered to that address as delivered to you personally. You must notify us immediately of any change to your mailing or email address. If MSSB becomes aware of a change of your mailing address through notification from the US Postal Service, it may update its records accordingly, however, MSSB has no obligation to you to update your mailing address unless you have personally notified us of the address change.

You acknowledge that the rules of the Securities and Exchange Commission (the “SEC”) require that certain communications be sent to you rather than to an agent acting on your behalf. You warrant that the address specified by you is an address where you personally receive communications unless it is the address of a qualified custodian as defined by the SEC.

* The Client Agreement is applicable to all domestic Active Assets Accounts (traditional/Rollover/Roth/Inherited/CESA/SEP/SAR-SEP and SIMPLE IRAs) and Trust Accounts.

GWMCLIENT

Keep This For Your Records

CLIENT AGREEMENT

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You acknowledge that if you have provided instructions to link your account(s) with separate accounts of others, your personal and financial information may be provided to such other account owners by virtue of your account(s) being linked.

If you have designated another individual to receive your communications from us pursuant to an Alternate Mail Instruction, you agree that the instruction is applicable to all communications (except certain regulatory mandated communications) including but not limited to proxies, prospectuses, confirmations and statements of account. In consideration of MSSB accepting and acting upon that instruction, you agree that all such communications shall be deemed for all purposes to have been personally received by you on the date indicated in such communication. You further agree to indemnify and hold harmless MSSB, its officers, directors and employees from any and all liabilities arising from MSSB’s compliance with these instructions and you hereby specifically waive any claims from your selection not to promptly review transactions posted to your account.

Transactions entered into for your account(s) shall be confirmed in writing to you where required by applicable law or regulation. You agree that transactions on your statements and confirmations shall conclusively be deemed accurate, binding and authorized by you unless you notify us in writing, within three (3) days of receipt for confirmations and ten (10) days of receipt for statements. Even if you have verbally advised us of any inaccuracy or unauthorized activity, you must send written notice by letter or mail of the believed inaccuracy to the manager of the branch office servicing your account. Failure to so notify MSSB in writing will preclude you from asserting at a later date that such transaction was inaccurate or unauthorized.

You understand and agree that the property in your account(s) may be transferred to the appropriate state if we are unable to contact you by mail or email and no activity has occurred in the account within the time period specified by state law.

2. Electronic Delivery

If you request electronic delivery, you understand and agree that you are providing blanket authorization to discontinue hard-copy delivery of most documents relating to your MSSB account(s) and begin electronic delivery to the email address you provide. Documents include but are not limited to your account statements, trade confirmations (including those accompanied by a prospectus), performance reports, Corporate Action Credit Advises, account documentation (including your client agreements and amendments to such), and all documents that may be added to eDelivery in the future, including tax documents (e.g., Forms 1099) and general correspondence (collectively “eDelivery Documents”). When you enroll in eDelivery, you consent to the electronic delivery of all eDelivery Documents and further agree and understand that you will not receive and we are not obligated to provide paper copies of such eDelivery Documents.

Your agreement to eDelivery also includes electronic delivery of syndicate offerings materials, including preliminary prospectuses and other documents including pricing terms for equity initial public offerings (“IPOs”), secondary offerings, and follow-ons as well as new issue Structured Investments and new issue Fixed Income Securities (“Syndicate Offers”).

By selecting eDelivery, you are providing your informed and positive consent to receive eDelivery Documents electronically by accessing them on an MSSB or other third-party website selected by MSSB after being electronically notified by email that the eDelivery Documents are available for your review. After enrollment, you will receive enrolled eDelivery Documents in electronic form rather than by physical delivery.

You consent that when you select a document by type (e.g., trade confirmations) to be electronically delivered for all of your existing linked accounts, that document type will be electronically delivered for any accounts you may open in the future which are then linked to your existing accounts. If you do not select electronic delivery for a document type for all of your accounts, then that document type will not be automatically enrolled for electronic delivery for accounts you may open in the future.

You consent to be notified by email to the address you provide that an eDelivery Document is available on our secure website or a third-party website. The email address that you provide will be used to provide notifications of document availability to you for all selected accounts and document types for your Morgan Stanley Online username.

If at any time you are unable to deliver email notifications to your email address, you understand that:

- We will notify you by regular mail.
- Depending on the reason for the delivery failure, we may immediately suspend eDelivery for the accounts and documents enrolled under your username/email address, resulting in physical delivery of eDelivery documents until such time that you revalidate your email address. Suspended accounts may not be able to participate in some Syndicate Offerings, which require electronic delivery of preliminary prospectuses.

You understand that certain risks are associated with the transmission of confidential information, electronic delivery notifications, and other communications through the Internet including, but not limited to, unauthorized access, systems outages, delays, disruptions in telecommunications services and the Internet. Email is not private or secure. The electronic delivery notices sent to you by email are not encrypted. Although such electronic delivery notices are not intended to contain personally identifiable information, they may contain in their design part or all of your name or other identifier that could be seen or intercepted by others if delivered to your business email address or other computers or electronic devices not exclusively under your control. You understand and agree that you will not respond to the electronic delivery notice by return email, or use it to request information, service, paper copies or other items or to revoke consent. MSSB will not be responsible to act upon requests made in this manner.

Although electronic documents are provided without charge, you understand that other online subscription or access fees by internet service providers may apply. You must maintain the ability to access and open electronic documents. There are minimum computer hardware and software requirements necessary to receive and view your electronic documents, including, but not limited to, an internet connection and internet browsing software. You may request a paper copy of any document delivered through eDelivery but you may incur a charge for that copy. MSSB will maintain an electronically accessible archive of your eDelivery documents on our secure client website for seven (7) years after document publication. If you wish to retain eDelivery documents for a longer period of time, you are responsible for archiving beyond seven (7) years. You agree that, notwithstanding a request for electronic delivery of eDelivery Documents, we may in our sole discretion send you copies of documents in hard copy form.

3. Transactions

We may require a deposit or a full payment before we accept an order from you. Without limiting the foregoing, you agree that if your account does not have sufficient Spending Power available to complete a transaction, you will promptly deposit the necessary funds to your account(s). You understand that “Spending Power” in your account refers to the TOTAL of:

- Your free credit balances; (uninvested cash)
- Your Designated Sweep Investment balance; and
- Your available margin credit.

CLIENT AGREEMENT

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MINUS:

- Any uncleared funds, funds reserved for Debit Card transactions, account fees and other debit amounts owed to MSSB; and
- Any cushion or minimum deposit amount imposed by or through MSSB for any reason.

In general, debits arising from securities transactions are satisfied from your account in the order set forth above. You understand that your Spending Power may fluctuate on a daily basis and is dependent on factors, including, but not limited to, the time required to collect checks deposited in your account, the market value of securities in your account, the timing and status of Debit Card and securities transactions, and the time required to confirm transactions and data between financial institutions. You further agree that MSSB may determine, and may adjust, your Spending Power in its sole discretion.

All transactions entered into under this Agreement shall be subject to any applicable constitution, rules, regulations, customs and usages of the exchange or market and its clearinghouse, if any, where such transactions are executed by MSSB or its agents and to all applicable laws, rules and regulations of governmental authorities and self-regulatory agencies. Such reference to the “constitution, rules, regulations, customs and usages of the exchange” shall in no way be construed to create a cause of action arising from any violation of such constitution, rules, regulations, customs and usages.

In the event of a dispute between parties with conflicting claims as to the ownership of your account, we may refuse to accept instructions for transactions in the account other than joint instructions and we may freeze the assets in the account to prevent withdrawals or distributions. If you have received payment of funds or securities to which you were not entitled or to which you are subsequently not entitled (“erroneous payment”), you agree to notify us as soon as you learn of such erroneous payment and you further agree not to remove any such erroneous payment from the Account, and to return the entire erroneous payment to us. You agree that you are required to return the full amount of the erroneous payment to us, notwithstanding any oral representations to the contrary made by any of our personnel. Additionally if you fail to return the erroneous payment, we shall have the right to remove an amount equal to the erroneous payment from your Account and to liquidate, at our sole discretion, any of your assets held by us to satisfy your obligations to return any such erroneous payment.

If we cannot remove the erroneous payment from your account and you fail to return the full amount of the erroneous payment to us, you will become liable to us not only for the amount of the erroneous payment but also for any interest and expenses (including reasonable attorney’s fees) associated with the recovery of the erroneous payment. You agree that if you do not fund your account within the first 90 days of account opening, we may, in our sole discretion, restrict or cancel debit card or check writing privileges or access to certain other account services that we may designate.

When you instruct us to sell “long” securities, you must own the securities when you place the order. You also agree to make good delivery of the securities you are selling by settlement day. You agree that if you instruct us to sell a security that we designate as a “long” sale, and we are unable to deliver the security to the purchaser as a result of your failure to provide the security to us, you acknowledge that we are required by law to purchase (i.e., “buy-in”) or borrow a security of like kind and quantity. You agree to be responsible for any loss which we may sustain through a buy-in or borrowing including any premiums, interest or other costs which we may be required to pay as a result of such buy-in or borrowing or the inability to make a buy-in or borrowing.

You agree to designate a sell order as a “short sale” if, at the time you place the order, you either do not own the security being sold or are unable to deliver the security in a timely manner. You agree that short-sale transactions are subject to certain regulatory rules and cannot be executed under certain market conditions. In addition, depending on market conditions, we cannot guarantee that shares will be available to facilitate a short sale. You agree that MSSB may, at our discretion and without notice to you, buy-in securities to cover any short security position in your account. If you are unable to cover a short security position, either through delivery of the securities or through our buying in of the security in enough time so that we can deliver the security to the lender, you agree to reimburse us for any loss we may sustain as a result of your failure to deliver the security.

You understand that IRAs and CESAs are cash accounts, without margin privileges. You should ensure that there are sufficient funds in your IRA and/or CESA to complete a transaction.

4. Restrictions and Account Termination

You agree that we may in our sole discretion and without notice to you, to the extent permissible under applicable law and other governing documents applicable to your account, decline, cancel or reverse your orders or instructions, or place trading, disbursement and other restrictions on any of your accounts. We may hold assets in any of your accounts if it is necessary to comply with governmental requests or to protect either your or our interests. The provisions of this Agreement will continue to apply to accounts that have been closed.

You agree that we may also in our sole discretion and without notice to you, to the extent permissible under applicable law and other governing documents applicable to your account, terminate or otherwise restrict any or all services rendered under this Agreement at any time and for any reason. We may determine in our sole discretion to close any of your accounts or resign as custodian with respect to any IRA or CESA (to the degree applicable). You may at any time close any of your accounts by giving MSSB notice. When you instruct us to close your account, we may immediately cancel all open orders and terminate all services provided to your account, including, without limitation, your ability to write checks, use your Debit Card, or utilize other cash management privileges. You understand that we may at our option require you to return all Debit Cards and unused checks to us, or to destroy them. We may hold your funds or securities until you have returned all Debit Cards and unused checks to us, or you have notified us in writing that all Debit Cards and unused checks have been destroyed.

Upon the closing of your account (whether closed at your instruction or at our discretion), you shall bear the sole liability for any depreciation in the value of priced securities in the account due to market movement. Following closing of your account, you agree to instruct us with respect to the disposition of assets remaining in your account. If, after a reasonable period of time we have not received your instructions regarding the disposition of the assets remaining in your account, we may, but are not obligated to, liquidate the assets remaining in your account and mail a check to you at the last known address we have on record for you. You understand and agree that we may liquidate the assets remaining in your account regardless of current market conditions. The proceeds of any liquidated assets will not earn interest. These actions may cause you to recognize taxable income or to report losses for tax purposes. You acknowledge that you, and not MSSB, are responsible for any losses, fees, costs or charges you may incur as a result of liquidating the assets remaining in your account under such circumstances. Your account will be closed after all the assets remaining have been transferred from your account or liquidated and the proceeds paid to you. You understand and agree that until your account is closed, we will charge any applicable fees to your account.

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You understand and agree that closing an account or terminating or restricting services will not affect your obligations incurred in connection with the account, including the obligation to pay for securities transactions, Debit Card transactions, checks or other charges. This Agreement will continue to govern matters relating to your account that arose before your account was closed or that may arise after the closing of your account.

If, after your account has been closed, we receive any dividends, interest or other payments with respect to assets previously held in your account, we will transfer such payments to you based on instructions you have provided us. If you have not provided us with instructions, we may liquidate any such securities and payments so received and mail a check to you at the last known address we have on record. You agree that we may charge any applicable fees resulting from our receipt of such dividends, interest or other payments.

In the event of your death, MSSB shall have no liability for following valid instructions previously received from you or received from your agent until MSSB has actual notice of your death. You agree that if this account is an individual account, upon notice of your death and prior to the appointment of an executor or administrator, we may, at our sole discretion, close out or sell any open positions held in your account or take any actions we deem necessary to protect MSSB or your estate.

MSSB serves at the IRS-approved non-bank custodian for your IRA(s) and/or CESAs. The applicable IRA and CESA custodial or plan documents governing these accounts specify the terms and conditions under which (a) MSSB may resign or be removed as custodian of your IRA and/or CESA and (b) the closing of any associated brokerage accounts established under this Agreement, and in the event of any difference between the applicable IRA and/or CESA plan documents and this Agreement, the IRA and/or CESA custodial or plan documents will govern. Your estate and beneficiaries shall bear the sole liability for any depreciation in the value of securities in the account due to market movement following notice of your death.

5. Sweep

You acknowledge and agree that, if your account is eligible, we are authorized without further direction from you to automatically deposit or "sweep" all the free credit balances in your account into one or more FDIC insured depository institutions ("Sweep Banks") affiliated with us as more particularly set forth in the Bank Deposit Program Disclosure Statement, which is available at www.morganstanley.com/wealth/services/bankdepositprogram.asp and will be sent to you upon your first deposit in the Program, and by which you agree to be bound. You acknowledge and understand that we may amend the list of Sweep Banks at any time with 30 days written notice to you. You may eliminate such banks from the Bank Deposit Program as permitted in the Bank Deposit Program Disclosure Statement.

You acknowledge (i) that you are responsible to monitor the total amount of deposits you have at each Sweep Bank in order to determine the extent of FDIC insurance coverage available to you, and (ii) that MSSB is not responsible for any insured or uninsured portion of your deposits at any of the Sweep Banks.

You understand and agree that, if you qualify and your account is eligible, you may choose to sweep free credit balances into an affiliated taxable or tax-exempt money market fund (to the extent available) instead of a Sweep Bank account. If you so instruct us, we are authorized, without any further direction from you, to invest any eligible free credit balance in any of your accounts in the taxable or tax exempt money market fund you have chosen.

You acknowledge and agree that if you do not select a designated sweep investment and are otherwise eligible, the Bank Deposit Program will be your designated sweep investment by default. You further acknowledge and agree that the rate of return on the Bank Deposit Program may be higher or lower than the rate of return available on other available sweep investments. You agree that MSSB is not responsible to you if the Bank Deposit Program has a lower rate of return than the other available sweep investments or causes any tax consequences resulting from your investment in the Bank Deposit Program by default.

You understand that some, though not all, sweep investments may have a minimum initial investment and/or BDP Pricing Group value to activate the sweep. You agree that MSSB may impose its own minimum investment requirement to activate certain sweep investments. You agree that until such time as you meet the minimum initial investment, and/or BDP Pricing Group value, if applicable, your free credit balances will remain uninvested or will be invested in the default sweep investment.

You further acknowledge that MSSB may with 30 days written notice (i) make changes to these sweep terms; (ii) make changes to the terms and conditions of any available sweep investment; (iii) change, add or delete the products available as a sweep option; (iv) transfer your sweep investment from one sweep product to another.

Without limiting the language set forth below, you hereby authorize MSSB to automatically liquidate any money market fund shares or withdraw any Bank Deposit Program balances available in your account(s) from time to time to cover any of your indebtedness or obligations to MSSB including non-trade related debts, such as but not limited to checks you have written. You acknowledge that MSSB is further authorized to liquidate any other property held in your account(s) to satisfy any such indebtedness or obligations whenever in MSSB’s discretion MSSB considers it necessary for MSSB’s protection and consistent with the requirements of applicable law. Liquidations shall be made consistent with the requirements of other account documents, including the IRA or CESA custodial agreements and plan documents. You agree that if you change your designated sweep investment, MSSB may sell your shares in, or withdraw your funds from, your current designated sweep investment and (as applicable) purchase shares or deposit funds in your new designated sweep investment. You understand that there may be a delay between the time you sell your shares or withdraw funds from your current designated sweep investment and the time you purchase shares or deposit funds in your new designated sweep investment and you may not earn interest or dividends during the time your funds are not invested.

6. Fees, Charges and Compensation Earned by MSSB

You agree to pay any account fees and other charges related to your account(s) with us, and authorize us to automatically debit such fees from your account. You agree to promptly pay any deficiency that might arise in your accounts. You also agree that we may apply and you will pay a finance charge on any debit balance in your cash account(s). You also authorize us to transfer excess funds between any of your accounts for any reason that does not conflict with applicable law. You understand and agree that we reserve the right to add or change account and service fees and charges at any time with prior written notice to you of the new fees.

You understand that MSSB may retain, as compensation for its provision of services, your account’s proportionate share of any interest earned on uninvested cash balances held by MSSB or an affiliate.

As set forth in the Bank Deposit Program Disclosure Statement, you understand and agree that MSSB or its affiliates may earn additional compensation through the investment of your account(s) in the sweep vehicles noted above.

You understand and acknowledge that MSSB may effect trades on behalf of client accounts through exchanges, electronic communication networks, alternative trading systems and similar execution systems and trading venues (collectively, “Trading Systems”), including Trading Systems in

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which MSSB or its affiliates may have a direct or indirect ownership interest. In addition, you understand and agree that, subject at all times to its obligations to obtain best execution for its customers' orders, MSSB will route certain customer order flow to its affiliates. Furthermore, currently, MSSB and/or its affiliates own over 5% of the voting securities of certain Electronic Communication Networks ("ECNs") or Automated Trading Systems ("ATSs"), which are listed in the IRA or CESA Disclosure Statement applicable to your account. Other exchanges, ECNs or ATSs on which MSSB may execute trades for client accounts are also listed in the Disclosure Statement applicable to your account. The ECNs and ATSs on which MSSB trades for client accounts and in which MSSB and/or its affiliates own interests may change from time to time. You may contact your Financial Advisor for an up-to-date list of ECNs and ATSs in which MSSB and/or its affiliates own interests. You further acknowledge that this Agreement shall constitute the requisite authorization and notice of MSSB's intent to trade through all such Trading Systems, pursuant to section 408(b)(16) of ERISA and/or section 4975(d)(19) of the Code, as may be applicable to IRAs, CESA and other tax-deferred accounts.

To the extent separately charged (as opposed to being included in any Managed Account fee), you agree that brokerage charges will be assessed against your Account and will be provided to you through securities transaction confirms.

7. Costs and Debt You May Incur

As security for the payment of any amounts owed to us or our affiliates by you under this Agreement or otherwise, you grant to us a first priority continuing security interest in and lien on, and a right of setoff with respect to, all property that is, now or in the future, held, carried or maintained for any purpose in or through this or any other account with us that you maintain or have an interest in, whether owned individually, jointly or in the name of another person or entity. IRAs, CESA, any qualified retirement or welfare benefit plan account or any other account holding assets of a "plan" as defined in Section 4975 of the Code (collectively, "IRAs, CESA or any Other Retirement Accounts"), containing property are not subject to a security interest, lien or right of setoff for debts owed to you or your other accounts, but remain subject to legal remedies for debts and obligations owed in relation to the accounts themselves. You agree that we may elect, at any time, with or without notice, to make any debt balance or other obligation related to your account immediately due and payable. You further agree that we may at our discretion hold such property until your debts or obligations to us are fully satisfied, or we may apply such property and the proceeds of its liquidation toward the satisfaction of your accounts and obligations. You understand that you will remain liable to MSSB for any deficiency. In enforcing our security interest, you agree that we have the discretion to determine which property is to be sold and the order in which it must be sold. We also have all the rights and remedies available to us as a secured party under the New York Uniform Commercial Code. You agree that you will not cause or allow any of the collateral held in your account(s), whether now owned or hereafter acquired, to be or become subject to any liens, security interests, mortgages or encumbrances of any nature other than our security interest without our prior written consent.

As used in this Agreement, "property" includes, but is not limited to, investment property, securities accounts, commodities accounts, securities of all kinds, securities entitlements, money, savings deposits, certificates of deposit, bankers' acceptances, commercial paper, options, commodities and contracts for future delivery of commodities or relating to commodities, securities or securities entitlements, and the distributions, proceeds, products and accessions of any of the above, including proceeds of proceeds. All property held in a securities account shall be treated as a financial asset under Article 8 of the New York Uniform Commercial Code.

Whenever it is necessary for our protection to satisfy any amounts owed to us by you (including, without limitation, the filing by, on behalf of, or against you of a petition or other proceeding under any applicable bankruptcy or insolvency laws), we may—but are not required to—sell, assign and deliver all or any part of the securities and other property held in your account, or close any or all transactions in your account. You agree to be responsible for all costs and commissions related to such liquidations. In addition, you agree that we shall be entitled to apply any dividends, capital gains payments, interest payments or other incoming funds, such as funds that would otherwise be invested through the Dividend Reinvestment Program, to cover fees or other indebtedness to us.

8. Credit Verification and Reporting

MSSB at its sole discretion may inquire from any source, including your employer or a consumer reporting agency, as to your identity, creditworthiness (and your spouse's, if you live in a community property state) and ongoing eligibility for the Account(s) upon the opening thereof and any time thereafter.

You authorize us to obtain copies of your consumer and credit reports at our discretion, at any time, for reasons including, but not limited to, the following:

- To collect a debt balance in your account;
- To investigate, detect and prevent fraud involving you, or your account;
- To help us evaluate whether to grant, extend or modify the terms and conditions of any margin credit you have applied for or received; or
- If a deposit of funds or securities to your account is returned.

You authorize us to share this information with others in the normal course of business. You have the right to request the name and address of any consumer reporting agency that furnished reports to us. These rights and obligations also apply to your spouse if you live in a community property state.

You understand that we may report any past due amount to a consumer or securities credit reporting agency. We may also refer your account to a collection agency and you agree that you will be responsible for any costs, fees or other expenses we incur as a result of such referral.

9. Client Qualifications

By signing this Client Agreement, you represent that you are of the age of majority and are qualified to open account(s) with MSSB.

Unless you advise us in writing to the contrary, you also represent that neither you nor any member of your immediate family is an employee of any exchange, or of any corporation of which an exchange owns a majority of the capital stock, or a member of any exchange or of any corporation, firm or individual engaged in the business of dealing, either as a broker or as principal, in securities, bills of exchange, acceptances or other forms of commercial paper. You understand that you may be required, and agree if so requested by us, to provide us with a letter of approval from the employer if either you or an immediate family member is so employed.

You further represent that neither you nor any other person who has an ownership interest in or authority over this account knowingly owns, operates or is associated with a business that uses, at least in part, the Internet to receive or send information that could be used in placing, receiving, or otherwise knowingly transmitting a bet or wager.

10. Losses Due to Extraordinary Events

You agree that we are not liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of
trading, interruptions of communications or data processing, was, terrorist acts, strikes, acts of God or other conditions beyond MSSB’s control.

11. Cash Management Services (Note: Not all Cash Management Services May Be Available for IRAs and CESAs)

You understand and agree that if you intend to utilize a Debit Card, check writing privileges, Online Bill Payment or Electronic Funds Transfer (“EFT”) privileges offered in connection with your account, to the degree permitted by your account type, we are authorized to debit your account immediately whenever a check, electronic or paper draft, Online Bill Payment or Debit Card Transaction is presented for payment on your behalf, when an EFT transaction is effected, or when any fee or charge is due (collectively “Payments”). You agree to maintain Spending Power (as defined in Section 3 herein), sufficient to pay for (i) checks written by you or any Authorized Check Signers, (ii) EFT transactions, Online Bill Payments and Debit Card Transactions made by you or any additional Debit Card holders or other individuals authorized by you to effect such transactions, (iii) any securities trades, and (iv) standard fees for interest on any margin loans and other transaction fees.

In general, debits arising from Debit Card transactions, check writing, Online Bill Payments, EFT transactions, as well as any other withdrawals and account fees are satisfied from your account in the order set forth in Section 3 herein. You understand that your Spending Power may fluctuate on a daily basis and is dependent on factors, including, but not limited to, the time required to collect checks deposited in your account, the market value of securities in your account, the timing and status of Debit Card and securities transactions, and the time required to confirm transactions and data between financial institutions. You further agree that MSSB may determine, and may adjust, your Spending Power in its sole discretion, and that the loan of eligible securities for the purpose of margin is subject to regulatory and MSSB credit policies then in effect.

You understand and agree, however, that if there is insufficient Spending Power in your account to cover payments when they become due, we have no obligation to make such payments. You also understand and agree that we have no obligation to make partial payments. You agree that if your Spending Power at any time falls below zero, MSSB may suspend Debit Card privileges and terminate all Debit Cards issued on your account. If this occurs, you agree to immediately pay all amounts owed to us, including any purchases on your Debit Card which will be immediately charged to your account.

You may authorize additional Debit Card holders on your account. You agree that if you designate an additional Debit Card holder, you are authorizing Debit Card Transactions by the person to whom the additional Debit Card is issued. You accept all liability with respect to the Debit Card Transactions effected by you and any additional Debit Card holders or others whom you permit to use the Debit Card, issued with respect to your account.

You acknowledge and agree that if there are multiple account owners, any one account owner may give us instructions regarding these services (including the check writing privilege, Debit Card Transactions, Online Bill Payments or EFT transactions), and all account co-owners authorize us to comply with any such instructions. You acknowledge that any multiple signature designation by you in or on any checks, resolution, signature card or other account documentation is solely for your convenience and for your own internal control purposes and is not binding on us or our processing bank and you agree that neither we nor our processing bank assumes any responsibility in that regard.

If we receive inconsistent instructions from any account co-owners relating to the check writing privilege, Debit Card Transactions, issuance of additional Debit Cards, Online Bill Payment or EFT transactions, or other transactions (including instructions regarding cancellation of service or stopping of payment), we may, at our option, honor any one of the instructions, or decline to honor any inconsistent instructions.

You acknowledge and agree that we reserve the right to decline any purchase or cancel your check writing, Debit Card, online bill payment and EFT privileges at any time for any reason with or without notice to you. If we so decide, you understand and agree that you are responsible for any pending debits, which will be processed and deducted immediately from your account.

Subject to any limitations imposed by applicable law, and except as otherwise set forth in this Agreement or in other disclosures provided to you, you agree that neither MSSB, nor any processing bank, nor the Debit Card issuer will be liable for any loss you incur in connection with your account, Debit Card Transactions, the check writing privilege, Online Bill Payments, EFT transactions, or other Active Assets Account feature unless we are negligent in fulfilling this Agreement. In no event will we, any processing bank, or the Debit Card issuer be liable for consequential, special or indirect damages or losses unless applicable law requires otherwise. You also agree that liability regarding online services is further limited by the applicable online services terms and conditions. To the extent you utilize online services you acknowledge that you are bound by those terms and conditions.

You shall protect your Debit Card, checks, each PIN, Telephone Authorization Code, and other account access security codes (“Security Codes”) from access by anyone not authorized by you to use them. You will be liable for all Debit Card, check and online transactions conducted by anyone to whom you have given access or who has obtained access even if not authorized by you up to applicable legal limits. You understand that you are responsible for reviewing your account statement promptly to discover and report unauthorized activity, including use of your Debit Card and checks. You must notify MSSB immediately if you believe or have reason to believe that there has been unauthorized activity in your account or that your Debit Card checks have been lost, stolen or may be used by an unauthorized person. We may require that you send written confirmation of the unauthorized activity (or attempted) within ten days of oral notification to Morgan Stanley, Debit Card Operations, 1 New York Plaza, 7th Floor, New York, NY 10004. Unless limited by law, or as otherwise set forth in this Agreement or in other disclosures provided to you, you will be responsible for losses that arise from your failure to (a) safeguard your Debit Card, checks and Security Codes and (b) review your monthly statement for possible unauthorized activity and to report any unauthorized activity to MSSB as provided herein. If your Debit Card (or any additional Card issued on your account) is cancelled, you must destroy, or if requested by us, return the Card. You will be responsible for any Debit Card Transactions that are processed because of your failure to destroy or return the Card following cancellation. You understand and agree that the use of Debit Cards is governed by the Debit Card company’s and the bank’s regulations as well as applicable U.S. federal and state laws. You agree that any termination of your account will result in the cancellation of all Debit Cards issued, the check writing privilege, Online Bill Payment, EFT service and any direct deposit and direct payment processing. If your account is terminated, you will remain responsible for the payment of charges to your account, as well as all Debit Card Transactions and fees, any checks you write and any outstanding Online Bill Payments and EFT transactions, in each case whether arising before
or after the termination of your account. If your account is terminated and/or check writing privilege is cancelled, you agree to immediately cease using the cards and checks and you will promptly destroy, or if requested by us, return all unused checks and Debit Cards. You also agree to instruct all initiators of direct deposits, direct payment and Debit Card Transactions to immediately cease all activity.

A. Business Debit Cards (Not Applicable to IRAs and/or CESAs)

If you are a business owner who has opened an Active Asset Account and you requested Debit Cards to be issued to other individuals authorized by you, you understand and agree that such Debit Cards may only be used to purchase merchandise and services. You further understand and agree that your account will be debited directly for all Debit Card transactions made by you and your authorized individuals in the manner set forth in this Agreement or other agreement governing card usage, and that you are liable for all Debit Card transactions made by you and your authorized individuals.

You agree that you will maintain the security of all such Debit Cards issued, and will protect those Debit Cards, Personal Identification Numbers ("PINs") and other account access security codes from access by anyone not authorized by you to use them. You agree that MSSB and/or the issuing bank may, when necessary, answer or make inquiries about a cardholder's credit history. You understand that all Debit Card transactions will be reflected on your account statements and no separate bill will be sent by MSSB.

You agree that Debit Cards issued to you or your officers and agents are subject to the provisions of this Agreement concerning Debit Cards as well as any specific agreement which may relate to such Debit Card usage.

B. Check Deposits and Check Writing

You understand and agree that when you deposit a domestic check for credit to your account, we will place a hold on it and delay crediting such funds to your Spending Power for up to 10 Business Days after the day the check is received. You agree that the hold time is at our discretion. You will receive interest or dividends on such funds even during the hold period. Interest or dividends will be forfeited, however, if your check is returned. You understand and agree that, during the hold period, checks may not be written under the check writing privilege against the funds on hold, nor may such funds be withdrawn. You also agree that, in our discretion, funds represented by the check may be unavailable for settling of securities transactions during the hold period. You acknowledge that we are not obligated to accept cash deposits and may reject any such deposits presented by you.

Your account includes check writing privileges that provide you with access to the Spending Power available in your account. You agree that we may provide check writing privileges through third parties that we may designate in our discretion, and that such check writing privileges will be subject to those third parties' rules and applicable U.S. state and federal laws.

You understand that canceled checks are not returned, but that your account statement will include information about each check submitted for payment. You agree to review your account statement closely and alert us promptly regarding errors.

You understand and agree that we, at our discretion, permit you to allow an Authorized Check Signer to have check writing privileges on your account. If an Authorized Check Signer is permitted, you are responsible for all checks written by such Authorized Check Signer.

You agree that order requests for checks bearing more than one signature line will only be fulfilled by MSSB for accounts for entities meeting certain eligibility requirements. You understand that our processing bank processes most checks by automated means based on information encoded on the checks, and that neither MSSB nor our processing bank may physically examine all checks to determine if they are properly signed or completed. You agree that MSSB and our processing bank may rely on such a process and that it will be deemed an acceptable standard of care on the part of MSSB and our processing bank's part.

You agree that if you request that a payment be stopped on any check, we cannot guarantee that payment on any such check will in fact be stopped. You understand that, if you request that payment on a check be stopped, such stop payment is effective only for six months and that, after that six-month period, you must renew your order to stop payment. You agree that after any order to stop payment ceases to be effective, we may process the check for which payment previously was ordered stopped. You further agree that we will not be liable in any way if your order to stop payment cannot be executed or otherwise completed.

You also agree that we may charge a fee for any request to stop payment on a check as well as other fees associated with the check writing privilege, such as check w reminders, copies of cancelled checks, or checks returned for insufficient funds. You may request a schedule of fees by contacting your Financial Advisor.

You understand that you may order additional checks through our vendor or a vendor of your choice. You agree that all checks must conform to MSSB check specifications, and that we will not be responsible for check processing errors as a result of your use of improper checks that do not conform to MSSB's check specifications. You also agree that we have no obligation to pay for replacement checks. You also agree to write checks only in U.S. dollar amounts and you understand and agree that checks written in other currencies may be returned and subject to applicable fees.

You understand and agree that we may prohibit your use of checks at our sole discretion, including, without limitation, prohibiting you from using checks to directly or indirectly purchase securities. You also agree that we reserve the right to delay crediting any other MSSB securities account with the amount of your check deposited until your check has been satisfied from the Spending Power in your account.

C. Electronic Fund Transfers

Your account may be eligible for a variety of Electronic Fund Transfers ("EFTs") that are subject to separate service agreements. These services may include our Online Bill Payment Service or our Funds Transfer Service ("FTS"). In each case, you must agree to the separate terms and conditions governing the particular service you use to initiate EFTs. In addition, you agree that your use of EFTs to receive or transfer funds to or from your account is subject to the separate EFT disclosures included in the disclosures provided to you in the Welcome Letter or otherwise available online.

12. Margin Agreement (Not Applicable to IRAs and CESAs)

By opening this account, you agree that you are automatically requesting margin privileges unless you advise us to the contrary. If you are not a U.S. Person, margin privileges will not be available to you if you are a resident in a jurisdiction that we determine is an ineligible jurisdiction.

If you determine to utilize margin, you acknowledge and understand that borrowing by using securities as collateral involves a high degree of risk. You acknowledge that you have carefully considered all of the factors relating to margin borrowing and have decided that margin borrowing is suitable for you.

We reserve the right to decline, restrict or terminate margin privileges at our sole discretion. Further, you agree to promptly notify us of any material

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change in your financial circumstances requiring the reorganization of your
liabilities or the liquidation of your assets, including, without limitation, the
filing by, against or on behalf of you of a petition or other proceeding under
any applicable bankruptcy or insolvency laws.

MSBB may borrow money to lend to you or other margin clients and
pledge your securities as collateral for such loans. You authorize MSBB to
lend any security in the margin credit portion of your account, together
with all attendant rights of ownership, either separately or together with
the assets of other margin clients, to us or to others without notice to
you. In connection with such loans, and securities loans made to you to
facilitate short sales, you authorize MSBB to receive and retain certain
benefits, including interest on your collateral posted for such loans, to
which you may not be entitled. In addition, you authorize MSBB to
receive compensation in connection with such loans. You acknowledge
that in some circumstances, such loans may limit your ability to exercise
voting rights of the securities lent, either in whole or in part.

You agree that we are hereby authorized, without notice to you, to take the
following actions with respect to any collateral in any of your accounts,
(i) to hold and re-register such collateral in our name or in any name
other than yours, (ii) to pledge, repedge, hypothecate, rehypothecate,
sell, assign, lend, consign, mingle or otherwise transfer or use in our business
such collateral, separately from or together with all attendant rights of
ownership (including the right to vote any securities or other financial
assets or receive dividends) and (iii) to use or invest cash collateral at our
own risk. You agree that we may exercise these rights without notice to
you, in connection with transactions involving amounts that may be
greater than your loans and for any time period. You agree that our use of
the collateral shall be free from any claim or right of any nature whatsoever
of yours, including any equity or redemption right you may have. For the
purpose of the return of any collateral to you, our return obligations shall
be satisfied by delivering securities or other financial assets of the same
issuer, class and quantity as the collateral initially transferred (subject to
adjustment(s) for corporate changes such as stock splits, reverse splits and
stock dividends), or by liquidating collateral and applying the proceeds
to repayment of your loans. You agree that we will, on the date that any
interest, dividends or other distributions are paid by any issuer in respect
of the collateral, transfer or credit to your account “in lieu” payments in
an amount equal to, and in the same currency as, the amount paid by
the issuer. You acknowledge that tax treatment of issuer and substitute
or “in lieu” payments may differ, and specifically, that the reduced tax rate
applicable under U.S. law to certain dividends received by individuals does
not apply to substitute or “in lieu” dividends payments from us.

You agree to pay ON DEMAND any balance owing with respect to any
of your accounts, including interest and commissions and any costs of
collection (including attorneys’ fees, if incurred by us). You understand
that we may demand full payment of the balance due in your account
plus any interest charges accrued thereon, at our sole option, at any
time without cause, and whether or not such demand is made for our
protection. You understand that all loans made are not for any specific
term or duration but are due and payable at our discretion upon a
demand for payment made to you. You agree that all payments received
for your account(s) including interest, dividends, premiums, principal
or other payments may be applied by us to any balances due in your
account(s). If you maintain both a cash and a margin account with us,
you acknowledge and agree that we are authorized in our discretion
to utilize the equity in either type of account in satisfaction of any
maintenance margin requirement without the actual transference of
funds or securities between such accounts. You agree that in connection
with any requested advance, MSBB may use security procedures to
verify that you are requesting the payment order and that these security
procedures are commercially reasonable.

You agree that whenever we deem it necessary or appropriate for our
protection in connection with any loan balance, we are authorized, in our
sole discretion and consistent with the requirements of applicable law, to:

- Require additional collateral or equity from you;
- Sell, assign, transfer and deliver any or all securities, commodities or
other property in any of your accounts (other than IRAs, CESSAs or any
other Retirement Accounts) in any manner we deem appropriate;
- Buy in (or "cover") or borrow any securities, commodities or other
property of which your account may be short or with respect to which
there is a failure in delivery;
- Cancel any outstanding trade orders or other commitments made on
your behalf; and
- Terminate all margin privileges granted to your account.

Without limiting the generality of the foregoing, such sale, purchase or
cancellation may be made, in our sole discretion, on the exchange or other
market where such business is then usually transacted, at public auction or
at private sale without advertising the same. All of the above may be done
without demand for margin or notice of purchase, sale or cancellation to
you. No demand for margin, or notice given to you of intent to purchase
or sell property or to cancel orders in your account, shall impose on us
any obligation to make such demand or provide such notice to you.

Any such notice or demand is hereby expressly waived, and no specific
demand or notice shall invalidate this waiver. After deducting all costs and
expenses of the purchase and/or sale and deliveries, including, but not
limited to, commissions and transfer and stamp taxes, we will apply the
residue of the proceeds to the payment of any and all of your liabilities
to us, and you shall remain liable for any deficiency. Upon any such sale,
we may purchase the whole or any part thereof free from any right of
redemption. In the event of your death or incompetency, the authority
given by this section shall continue to be effective and shall be binding
upon your personal representatives and heirs.

You agree that at all times you will maintain such margin equity in
your account maintained by MSBB, as MSBB may require from time to
time and that you will deposit such additional collateral or equity as we
may require. You understand and agree that interest will be charged on
your margin balance and that your interest rate will be based either on
MSBB's standard pricing grid (the "MSBB Standard Grid") set forth in
the statement of Credit Terms that has been provided to you (MSBB’s
Standard Grid may be amended from time to time upon 30 days written
notice to you), or, if you qualify, based on a Preferred Interest Rate. You
further agree that any Preferred Interest Rate applicable to your margin
balance will expire at the end of the term indicated to you when the
Preferred Interest Rate becomes effective and at the end of the term,
interest will be based on the MSBB Standard Grid pricing. You
understand and agree that MSBB may increase your Preferred Interest Rate
(i) at any time prior to its stated expiration, upon not less than 30 days prior
written notice to you, or (ii) at any time after the stated expiration of your
Preferred Interest Rate, without prior written notice to you.

You acknowledge and agree that interest charges, if not paid, will be
added to the debit balance in your account for the next interest period.
You agree that we may impose for your account(s), margin requirements
more stringent than required by law or exchange regulations. You further
understand and agree that such margin requirements may be changed and
modified by us from time to time without prior notice to you. You further
agree that any waiver by us or failure to promptly enforce, as to your
account or that of others, such margin requirements shall not in any way

CLIENT AGREEMENT
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prevent us from subsequently enforcing said margin requirements with regard to your account.

Charities, Charitable Remainder Trusts, Charitable Lead Trusts and Private Foundations

If you are a (i) public charity under Section 501(c)(3) of the Internal Revenue Code, (ii) a Charitable Remainder Trust, (iii) a Charitable Lead Trust, (iv) a Private Foundation, or (v) any other classification of taxpayer that may be adversely affected maintaining a margin debit, you hereby acknowledge that you have obtained independent tax advice concerning the potential adverse income tax consequences of maintaining a margin debit in your Account. You represent to us that you are requesting to maintain the Account as a margin account and from time to time to maintain a margin debit in the Account and that you hereby agree to indemnify and hold harmless MSSB and its affiliates, their employees, predecessors, successors and assigns of and from any and all liabilities, claims or demands, including, without limitation, any liabilities resulting from adverse federal or state income tax consequences that may result by reason of maintaining a margin account and maintaining a margin debit in your Account.

Mexican and Peruvian Holding Companies

If you are a Personal Holding Company with owners domiciled in Mexico or Peru, you agree that you will not place, invest or economically use any proceeds of your margin credit in Mexico or Peru, as applicable.

13. Non-Purpose Loans (Not Applicable to IRAs or CESAs)

At your request, we may at our discretion, make loans to you for a purpose other than purchasing, carrying or trading in securities ("Non-Purpose Loans"). Non-Purpose Loans will be made in a good-faith account established for such purpose. The minimum and maximum amount of any particular loan may be established by us in our discretion regardless of the amount of collateral delivered to us and we may charge such minimum and maximum amounts from time to time.

You agree not to use the proceeds of any Non-Purpose Loan to purchase, carry or trade in securities. You also agree not to use Non-Purpose Loan proceeds directly or indirectly to repay other debt that you incur for the purpose of purchasing, carrying or trading in securities.

14. Multiple Party Accounts

You agree that if this is a multiple party account, each account owner agrees to be jointly and severally liable for said account and to pay on demand any debit balance or losses at any time due in this account. Any account owner has full power and authority to make purchases and sales, including short sales, to withdraw monies and securities, or to do anything else with reference to the account, either individually or in your joint names. MSSB and its successors are authorized and directed to act upon instructions received from any of you and to accept payment and securities from any of you for the credit of your account. Notwithstanding the ability of each of you to control the account individually, you understand and agree that we may, at our sole option, require written instructions signed by all account owners when transactions, payments or transfers are requested. If we receive inconsistent instructions from any account owners regarding anything relating to the account, including but not limited to making purchases and sales (including short sales), withdrawing monies and securities, you understand and agree that we may, at our sole discretion, honor any one of the instructions or decline to honor any inconsistent instructions. Any and all notices, communications, or any demands for margin sent to any of you shall be binding upon all account owners. You hereby declare this account to be a joint tenancy with rights of survivorship unless you instruct us to establish another form of multiple ownership.

Each account owner agrees to hold MSSB harmless from and indemnify MSSB against any losses, causes of action, damages and expenses arising from or as the result of MSSB following the instructions, or declining to follow the inconsistent instructions, of any account owner. MSSB, in its sole discretion, may at any time suspend all activity in the multiple party account pending instructions from a court of competent jurisdiction or require that instructions pertaining to the multiple party account or the property therein be in writing signed by all account owners. MSSB shall be entitled to recover from your account or from any account owner prior to distribution of the funds or property therein such costs as it may incur, including reasonable attorneys' fees, as the result of any dispute between or among the account owners or their representatives or heirs, relating to or arising from your account.

Each account owner agrees that, in the event of the death of any account owner, the survivor or survivors shall immediately give us written notice thereof, and we may, before or after receiving such notice, take such actions, require such papers, inheritance or estate tax waivers, retain such portion of the account and restrict transactions in the account as we may deem advisable to protect us against any tax, liability, penalty or loss under any present or future laws or otherwise. The estate of either or any account owner who has died shall be liable and each survivor shall continue to be liable, jointly and severally, to us for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt by us of written notice of the death of the decedent, or incurred in the liquidation of the account or the adjustment of the interests of the respective parties.

Each account owner agrees that if this account contains rights of survivorship, in the event of the death of either or any account owner, all assets in the account shall pass to and be vested in the survivor or survivors on the same terms and conditions as previously held, without in any manner releasing the decedent's estate from the liabilities provided for herein. The estate of the decedent(s) and the survivors hereby jointly and severally agree to fully indemnify and hold harmless MSSB from all liability for any taxes which may be owed in connection therewith or any claims by third parties.

15. Arbitration

This Agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

• All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

• Arbitration awards are generally final and bindings a party's ability to have a court reverse or modify an arbitration award is very limited.

• The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

• The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

• The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
• The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

• The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement. You agree that all claims or controversies, whether such claims or controversies arose prior to, or subsequent to the date hereof, between you and MSSB and/or any of its present or former officers, directors, or employees concerning or arising from (i) any account maintained by you with MSSB individually or jointly with others in any capacity; (ii) any transaction involving MSSB or any predecessor or successor firms by merger, acquisition or other business combination and you, whether or not such transaction occurred in such account or accounts; or (iii) the construction, performance or breach of this or any other agreement between you and us, any duty arising from the business of MSSB or otherwise, shall be determined by arbitration before, and only before, any self-regulatory organization or exchange of which MSSB is a member. You may elect which of these arbitration forums shall hear the matter by sending a registered letter or other written communication addressed to Morgan Stanley at 485 Lexington Avenue, 11th Floor, New York, NY 10017, Attn Legal and Compliance Division. If you fail to make such election before the expiration of five (5) days after receipt of a written request from MSSB to make such election, MSSB shall have the right to choose the forum.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until (i) the class certification is denied; (ii) the class is decertified; or (iii) the person is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

The statute of limitations applicable to any claim, whether brought in arbitration or in a court of competent jurisdiction shall be that which would be applied by the courts in the state in which you reside or if you do not reside in the United States, the statute of limitations shall be that which would be applied by the courts in the state where the MSSB office servicing your account is located.

16. Accuracy of Account Information/Updates to Account Information

You agree to provide MSSB with your personal and financial information (including information about your other investments and financial holdings), as well as your investment experience, investment time horizon, liquidity needs, investment objectives and risk tolerance. You agree to promptly notify MSSB of any material changes to those categories of information. You acknowledge and understand that MSSB will rely on the accuracy of the information you provide. You also acknowledge and understand that MSSB will rely on your agreement to promptly notify it of any material changes to the information you have provided.

You agree to provide full and complete copies to us prior to opening your account of any court order or other document that defines or restricts the asset allocation or types of investments that can be made in the account. You agree to defend, indemnify and hold us harmless from any threatened or actual claim made by a third party alleging that activity in the account was inconsistent or in violation of a court order or other pre-existing written restriction on the account.

17. Restricted Securities

You are aware that various U.S. federal and state laws or regulations may be applicable to transactions in your Account regarding the resale, transfer, delivery or negotiation of securities, including the Securities Act and Rules 144, 144A, 145 and 701 thereunder, and the Securities Exchange Act. You agree that it is your responsibility to notify MSSB of the status of such securities and to ensure that any transaction you effect with MSSB will be in conformity with such laws and regulations. You will notify MSSB if you are or become an "affiliate" or a "control person" within the meaning of the Securities Act, or a "reporting person" under Section 16 of the Securities Exchange Act with respect to any security held in your Account. You will comply with such policies, procedures and documentation requirements with respect to "restricted" and "control" securities as we may require. You acknowledge that if you are an employee or "affiliate" of the issuer of a security, any transaction in such security may be governed by the issuer's insider trading policy and you agree to comply with such policy. You will also notify MSSB if you are or become (i) a director, partner or employee of a registered broker-dealer, a securities exchange or an entity controlled by a securities exchange or a registered securities association or (ii) a portfolio manager for a bank, savings and loan institution, insurance company, investment company, investment advisor or collective investment account. In order to induce MSSB to accept orders with respect to securities in your Account, you represent and agree that, unless you notify MSSB otherwise, such securities or transactions therein are not subject to the laws and regulations regarding "restricted" and "control" securities, or those governing securities trading of persons affiliated with financial service firms. You understand that if you engage in transactions that are subject to any special conditions under applicable law, the transactions may be canceled or delayed pending fulfillment of the conditions.
Authorized Persons and Enabling Resolutions for Municipalities and Certain Other Unincorporated Entities

In consideration of Morgan Stanley Smith Barney LLC (“MSSB”) opening and/or maintaining one or more accounts for the entity named below, I, the undersigned, hereby certify as follows:

1. General Information
A. The full legal name of the entity (the “Client”) to which this document applies is:

NAME OF ENTITY

B. Is the entity a not-for-profit entity?  □ Yes   □ No

C. Type of Organization:

☐ Municipality/Government Entity  ☐ Union/Trade Association  ☐ Condo/Homeowners’ Association

☐ Educational Institution  ☐ Charitable/Religious Organization  ☐ Native American Tribe

☐ Private Foundation/Foundation  ☐ Business Trust  ☐ Other

☐ Civic Club/Assoc.

DESCRIBE

2. Authorized Persons
MSSB is hereby authorized to accept investment instructions and other instructions from the officers of the Client and/or other individuals listed below (“Authorized Persons”). These privileges include, but are not limited to, the authority to make distributions (e.g., of cash or securities) and transfers by check or otherwise to anyone, including the undersigned officers and/or other individuals.

If MSSB receives conflicting instructions from different Authorized Persons, or reasonably believes instructions from one Authorized Person might conflict with the wishes of another Authorized Person, MSSB may do any of the following: (a) choose which instructions to follow and which to disregard; (b) suspend all activity in the account until written instructions signed by all Authorized Persons are received; (c) close the account and deliver all securities and other property, net of debits or liabilities, to the address of record; and/or (d) take other action deemed necessary to protect the interests of MSSB.

(ALL AUTHORIZED PERSONS MUST COMPLETE THIS SECTION, EVEN IF ALSO SIGNING ON BEHALF OF THE CLIENT AT THE END OF THIS DOCUMENT)

NAME

PRIMARY RESIDENCE ADDRESS

SIGNATURE

SOCIAL SECURITY NUMBER  DATE OF BIRTH  TITLE

NAME

SIGNATURE

SOCIAL SECURITY NUMBER  DATE OF BIRTH  TITLE

NAME

SIGNATURE

SOCIAL SECURITY NUMBER  DATE OF BIRTH  TITLE

NAME

SIGNATURE

SOCIAL SECURITY NUMBER  DATE OF BIRTH  TITLE

NAME

SIGNATURE

SOCIAL SECURITY NUMBER  DATE OF BIRTH  TITLE

AUTHORIZED PERSONS AND ENABLING RESOLUTIONS FOR MUNICIPALITIES AND CERTAIN OTHER UNINCORPORATED ENTITIES
NNAUFICF (01/2013)
3. Enabling Resolutions

The following is a full, true and correct copy of Resolutions duly and regularly adopted by vote of the Board of Trustees, Council or other supreme governing body, referred to as the “Board” of the Client, which Resolutions have not been rescinded or modified and are in full force and effect, and the Client further represents and warrants that: (1) the Resolutions are in accord with and pursuant to the Client’s underlying charter and bylaws; (2) the Resolutions are in accord with all constitutional, statutory and regulatory provisions pertaining to the Client; (3) the Client is empowered to take the actions called for by the Resolutions; (4) the Client is duly organized, validly existing and in good standing under all applicable state laws or the laws of a non-U.S. jurisdiction; and (5) the persons designated herein as officers of the Client have been duly installed and now hold the offices in the Client set forth by their respective names and their true signatures.

RESOLVED:

FIRST, that the Authorized Persons are, and each of them hereby is, authorized and empowered to the fullest extent possible, to act on behalf of the Client, to establish and maintain with MSSB where eligible under applicable law one or more cash accounts, margin accounts, BusinessScape accounts, commodities accounts, or any other type of account offered by MSSB and its applicable affiliates (“Account”), for the purpose of purchasing, investing in, or otherwise acquiring, selling (including short selling), possessing, transferring, exchanging, borrowing, pledging or otherwise disposing of, and generally dealing in and with, cash and any and all forms of securities and financial instruments, including, but not limited to shares, stocks, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, options, warrants, futures, commodities, commodity futures and/or options on futures, certificates of deposits, mortgages, evidence of indebtedness, commercial paper, and interests of any and every kind and nature whatsoever, secured and unsecured, whether represented by trust, participating and/or other certificates or otherwise.

SECOND, that, without obligation on MSSB’s part to inquire, instructions or actions, by any Authorized Person shall individually have the fullest authority on behalf of the Client with respect to the Account including, but not limited to, authority to:

(a) give written or oral instructions to MSSB with respect to any securities in, or transaction or service offered in connection with, the Account;

(b) deposit or withdraw money, securities and other property of the Client to and from the Account;

(c) borrow money from MSSB and secure payment thereof with the property of the Client;

(d) bind the Client to any contract, arrangement or transaction, which shall be entered into by any Authorized Person with or through MSSB;

(e) make payments related to the Account by checks and/or drafts drawn upon the funds of the Client;

(f) endorse any securities in order to pass ownership thereof or for any other purpose;

(g) direct the sale or exercise of any rights with respect to securities therein;

(h) sign releases and powers of attorney and enter into contracts and agreements, including but not limited to any MSSB account agreements and documentation relating to any debit or credit card, the checkwriting privilege, online services, electronic fund transfers and other services which are or may be offered in connection with the Account (where available), as such documents may be modified from time to time, and any documentation permitted or contemplated by such agreements, products and services, and to affix the seal to same when necessary;

(i) direct MSSB to surrender securities to the proper agent or party for the purpose of effecting any exchange or conversion, or otherwise;

(j) take any and all action in connection with the Account deemed necessary or desirable by any Authorized Person.

THIRD, that any Authorized Person may appoint any person(s) (“Designated Persons”) to:

(a) conduct trading in the Account;

(b) endorse any securities, or to make, execute and deliver; under the seal of the Client or otherwise, any instrument of assignment and/or transfer necessary or proper to pass title to such securities;
(c) sign checks (in which event, the signature of the Designated Person shall promptly be provided on any applicable signature card upon request by MSSB);

(d) use any associated debit or credit card (where available);

(e) provide instructions to effect electronic fund transfers.

FOURTH, that each Authorized Person is empowered and authorized to do all things each deems necessary or desirable to implement the foregoing Resolutions.

FIFTH, that MSSB may deal with any and all of the persons directly or indirectly empowered by foregoing Resolutions as though they are dealing with the Client directly.

SIXTH, that the duly designated officer is hereby authorized and empowered to certify to MSSB, under the seal of the Client or otherwise:

(a) a true, correct and complete copy of these Resolutions;

(b) specimens signatures of each Authorized Person and each Designated Person empowered by these Resolutions, if so requested by MSSB;

(c) a certificate (which, if required by MSSB, shall be supported by an opinion of the general counsel of the Client, or other counsel satisfactory to MSSB) that the Client is duly organized and in good standing, that Client’s charter authorizes the action or business described in these Resolutions, and that no limitation has been imposed upon such powers by constitution, statute, regulation, charter, bylaw or otherwise.

SEVENTH, that MSSB may rely upon any certification given in accordance with these Resolutions as continuing fully effective unless and until MSSB shall receive due written notice of an amendment, modification or rescission of such Resolutions or certification. Further resolved that MSSB shall not be liable for any action taken or not taken upon instruction of any Authorized Person or Designated Person prior to MSSB’s actual receipt of written notice of the termination or impairment of such person’s authority. The failure to supply any specimen signature shall not invalidate any transaction which is in accordance with authority previously granted. Further resolved that the Client shall indemnify and hold harmless MSSB and any of its subsidiaries and affiliates from any and all claims that a transaction was unauthorized or outside the scope of the Client’s powers, if such transaction was authorized by any of the Authorized Persons or Designated Persons.

EIGHTH, that in the event of any change in the office or powers of persons hereby empowered, the secretary (or other duly designated officer), shall certify such changes to MSSB, in writing, which certification, when MSSB receives it, shall terminate the powers of the persons previously authorized and empower the persons thereby substituted in accordance with all the provisions of these Resolutions.

NINTH, that the Client hereby authorizes MSSB to charge any amount due to MSSB under any arrangement with the Client, against any or all of the accounts and other property of the Client held with MSSB or any of its affiliates, with the Client remaining liable for any deficiency and each Authorized Person or Designated Person is authorized and directed to pay to MSSB by checks and/or drafts drawn upon the funds of the Client such sums as may be necessary to discharge the Client’s obligations to MSSB.

TENTH, that MSSB may apply these Resolutions to any accounts in the name of the Client listed herein.

Applicable Only to Native American Tribe(s)

ELEVENTH, that Section 15 of the Client Agreement is modified to include the following language: The Tribe agrees:

(a) that binding arbitration shall be the exclusive formal remedy for all disputes, controversies or claims between the Tribe and MSSB, including its agents, assigns or Affiliates (collectively, “MSSB”), as further described in Section 15 of the Client Agreement;

(b) that such arbitration shall provide final and binding resolution of any dispute between the parties;

(c) that the Tribe expressly and irrevocably waives its immunity from suit as well as its rights to seek or exhaust tribal remedies and that the waiver granted herein includes the arbitration of disputes as contemplated by Section 15 of the Client Agreement, as well as any actions in any court of competent jurisdiction to compel arbitration and to enforce an arbitration award;
(d) that the waivers of sovereign immunity and of the right to demand exhaustion of tribal remedies shall survive the expiration, termination or cancellation of the Client Agreement, and

(e) that, if enforcement of an arbitration award or a judicial order becomes necessary by reason of failure of one or both parties to voluntarily comply, the Tribe waives its sovereign immunity from any final judgment or order of a court of competent jurisdiction enforcing an arbitration award.

TWELFTH, that the Tribe certifies that none of the monies, securities, funds or other property invested or to be invested by the Tribe in accordance with the Client Agreement and this resolution, or paid or to be paid to MSSB in accordance with the Client Agreement and this resolution, constitute (a) funds held by the United States in trust for the Tribe or for members of the Tribe, or (b) funds obtained by the Tribe from the United States of America or any State government or agency for the purpose of carrying out projects or programs specified by the United States of America or any State government or agency, other than funds received by the Tribe, pursuant to one or more guarantee contracts with the United States Department of Housing and Urban Development ("HUD"), for the purpose of funding affordable housing activities under the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4101 et seq).

THIRTEENTH, that the Tribe certifies, to the extent the Tribe is investing funds that are part of a tribal trust fund for minor members of the Tribe or subject to the requirements of a tribal trust fund or a HUD depository agreement, that investment instructions provided by the Tribe to MSSB with respect to such funds will comply with all legal requirements applicable to such funds.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Seal of the Client, this ______________ day of ______________________, 20__.

NAME OF DULY AUTHORIZED OFFICER (PRINT)

SIGNATURE OF DULY AUTHORIZED OFFICER
Certificate of Bond Proceeds For U.S. State and Local Governments and Municipal Bond Obligors

I certify:

(A) I am an official representative of the client entity listed in the signature line below, and am authorized to sign this certificate;

(B) Regarding all the account(s) the entity has with Morgan Stanley Smith Barney LLC or any of its affiliated companies (the “Firm”):

1. For the purposes of Section 15B of the Securities Exchange Act of 1934 (Rule 15Ba1 et seq.) (the “Municipal Advisor Rule”) relating to the registration of municipal advisors, none of the funds currently invested in or through the account(s) that the entity has with the Firm, or that the entity seeks to invest in these accounts, constitute: (i) proceeds of municipal securities or (ii) municipal escrow investments;

2. I have access to the appropriate information or have direct knowledge of the source of the funds in the account(s) that the entity has with the Firm, that enable me to make these representations;

3. For the purposes of the Municipal Advisor Rule and the Adopting Release:

a. the term “proceeds of municipal securities” means monies derived by a municipal entity from the sale of municipal securities, investment income derived from the investment or reinvestment of such monies, and any monies of a municipal entity or obligated person held in funds under legal documents for the municipal securities that are reasonably expected to be used as security or a source of payment for the payment of the debt service on the municipal securities, including reserves, sinking funds, and pledged funds created for such purpose, and the investment income derived from the investment or reinvestment of monies in such funds.

b. the term “municipal escrow investments” means proceeds of municipal securities and any other funds of a municipal entity that are deposited in an escrow account to pay the principal of, premium, if any, and interest on one or more issues of municipal securities.

(C) I further certify that the entity will not invest any funds in or through the Firm that do not comply with the above.

DATE

________________________________________

BY (PRINT NAME) SIGNATURE

TITLE ENTITY

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