

APPENDIX

Background of the Kendall Square Urban Renewal Area

Prior to the panel's arrival in Cambridge for its on-site investigation, panel members were provided with an advance kit reviewing the issues to be addressed. The advance kit, prepared by the redevelopment authority, contains a great deal of background information on the city of Cambridge. That portion dealing with project history is reproduced below.

In 1964, at the request of the federal government, the Cambridge Redevelopment Authority began the Kendall Square Urban Renewal Project (Mass. R-107) in Cambridge, Massachusetts, under provisions of Title I of the Housing Act of 1949, as amended, with a very tight time schedule in order to meet the urgent need for a 29-acre site within the project area for construction of a National Aeronautics and Space Administration (NASA) Electronics Research Center (ERC). The authority promptly completed its planning and obtained requisite approvals by December 1965.

The original urban renewal plan for the Kendall Square area—which is bounded on the north by Binney Street, on the south by Main Street, on the east by Third Street and Kendall Square, and on the west by the Penn Central Railroad right-of-way—was approved by the Cambridge city manager, the city council, the Commonwealth of Massachusetts, and the Department of Housing and Urban Development (HUD). The plan provided for development of the ERC north of Broadway and permitted a mix of high-density, tax-generating uses in the triangle south of Broadway. The original plan remains in effect legally at the present time.

Subsequent to receipt of the requisite approvals, including allocation of a federal capital grant of \$15,333,000, NASA entered into a land disposition contract with the agreement to acquire the 29 acres and to build its ERC thereon. The land acquisitions that followed throughout the project resulted in displacement of many large industrial and business firms employing more than 2,750 people.

The authority subsequently conveyed approximately 14 acres, in several tracts, to NASA, for staged building development with appropriations approved for FY-65, FY-66, and FY-67. However, this was followed by 3 years when no funds were made available for the construction of the Electronics Research Center in FY-68, FY-69, and FY-70.

On December 29, 1969, by executive order and without prior notification either to the city of Cambridge or to the Cambridge Redevelopment Authority—and contrary to its commitments to the community—NASA announced the closing of its partly built Electronics Research Center and its intent to withdraw from the project.

The closing, bitterly protested by Cambridge as a flagrant breach of contractual obligations, necessitated a replanning and reprogramming of the entire renewal

project area. While this effort got underway, NASA's interest in the site was being transferred to the Department of Transportation (DOT) for a transportation systems center, effective July 1, 1970.

The negotiations following the NASA closing served to further negate the original momentum for the renewal project, since no durable replanning or binding development agreements on any undeveloped portion of the project area could take place without first obtaining the necessary governmental approvals respecting the so-called "NASA surplus land."

On November 23, 1971, then Secretary of Transportation, John A. Volpe, acceded to requests from the city of Cambridge and redevelopment authority officials that his department, which had acquired the NASA buildings on some 14 acres east of former Sixth Street, relinquish any rights it had to the acreage west of former Sixth Street, under the terms of the land disposition contract, and not yet conveyed by the redevelopment authority to the federal government. Secretary Volpe also expressed agreement with the idea of a mutual exchange of certain minor land areas if it could be worked out legally.

From that date, until well into 1976, frequent meetings and exchanges of correspondence took place among the authority, DOT, General Services Administration (GSA), and HUD concerning the completion of development, the exchange of land, and the required GSA appraisals.

Secretary Volpe's statements made in November 1971, nearly 2 years after NASA's abrupt abandonment of the Kendall Square urban renewal area, were regarded as a green light for the redevelopment authority to complete its reprogramming effort involving an adjacent 13-acre triangle and the 11 acres of acquired and cleared "NASA surplus land," pending completion of federal agency negotiations.

To compound the delays respecting final agreement on the "NASA surplus land" rights, the HUD funding pipeline abruptly narrowed beginning in 1969, producing at best only small increments on a yearly basis, thus lengthening the estimated times for completion of project activities, and forcing the city to commit even greater assistance requirements which the authority obviously needed to replan and dispose of the rest of the project.

In recognition of the lack of sufficient federal grants for completion of project activities, the U.S. House Subcommittee on Housing and the full Committee on Banking

and Currency in 1972 included in their "omnibus housing bill" (H.R. 16704), a provision which would have authorized the HUD Secretary to approve an application for an amendment to the urban renewal contract for the Kendall Square project to provide all funds necessary to complete the project. The omnibus legislation failed to clear the House Rules Committee, however. Efforts by the city of Cambridge to secure legislative and/or administrative remedies continued.

In January 1972, the authority issued a preliminary re-programmed concept plan for the project area for local review and comment. Under this proposal, the triangle parcel would be developed intensively, for mixed office, commercial, residential, and hotel uses, while the "surplus land," or quadrangle parcel, would be developed predominantly for market-rate, high-rise residential uses. Substantial local opposition to this plan, particularly with respect to the quadrangle provisions, caused the authority to reconsider the proposal.

In July 1973, the Cambridge city council passed an order directing the authority to institute a development plan that would create and provide maximum blue collar and nonprofessional white collar jobs for Cambridge residents. The council also directed that an Citizens' Task Force be formed to advise the authority with respect to this revised development plan.

As a result of this process, three alternative development plans were considered by city council: a task force plan, a neighborhood (MIT) plan, and a city manager's

plan. On October 9, 1974, the city council voted 5 to 4 to accept the neighborhood plan, in principle, as a minimum for development in Kendall Square. The council also directed that the city manager's and task force plans be submitted as alternatives for the purposes of the forthcoming environmental impact study.

While local development objectives were being agreed upon, progress was being made in securing federal project completion commitments. HUD Secretary James T. Lynn in 1974 agreed to "reserve" \$15 million plus interest in additional capital grant funds for the project. The authority's formal application for the "reserved" funds was submitted in September 1974, and is still under review in the Boston area office of HUD. Whether this will, in fact, represent "all funds necessary to complete the project" cannot be determined at this time. HUD's superimposed requirement, for example, that the change in land use for the quadrangle constitutes a major plan change and that therefore an environmental impact statement must be prepared before commencement of additional development may subject project costs to further inflationary forces as more time elapses.

As further remedial action, late in 1975, Congress passed and President Ford signed legislation limiting the city of Cambridge's share of the project cost to the initial \$6,416,500 contributed in 1965, primarily by MIT in the form of Section 112 credits. These credits are made up of the cost of certain real estate acquired for educationally related purposes by the donor institution.



U.S. Department of Housing and Urban Development

Boston Regional Office, Region I
Bulfinch Building, 15 New Chardon Street
Boston, Massachusetts 02114

APR 11 1985

Mr. Robert W. Healy
City Manager
ATTENTION: Mr. Edward Handy
Block Grant Director
City Hall Annex
57 Inman Street
Cambridge, Massachusetts 02139

Dear Mr. Healy:

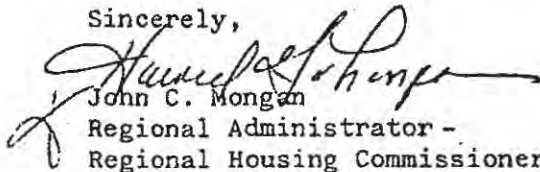
The City of Cambridge's application for financial settlement of the Kendall Square project [Mass. R-107] under the *Housing and Community Development Act of 1974*, as amended, is hereby approved with a \$8,298,776.06 reservation of surplus Urban Renewal funds.

Enclosed are copies of the Closeout Agreement, the Certificate of Completion and of Gross and Net Project Cost [HUD-6204], and three copies of the Funding Approval Under Title I of the Housing and Community Development Act of 1974 [HUD-7082] with an attached standard agreement. Specifically note the special condition included in item 13.

Please execute all three sets [HUD-7082], returning two to this office and retaining one for your files. Upon receipt of the executed grant agreement by this office, HUD will amend your existing letter-of-credit in the increased amount of \$7,148,776.06 in accordance with Special Condition 13. [\$1,150,000 is reserved for contingent costs.]

Please contact Peter M. Cervone, CPD Program Coordinator [223-4184], if you have need for clarification or additional information.

Sincerely,


John C. Mongan
Regional Administrator -
Regional Housing Commissioner

Enclosures

cc: Mr. Joseph F. Tulimieri
Executive Director
Cambridge Redevelopment Authority
336 Main Street
Cambridge, Massachusetts 02142

APR 11 1985

KJC	EAL	TCT	HLB
FJC	CHI	W	W
MED	W		
KJE			
ALF			
DPC			
NS	OFF		
JMK	W		DES

CLOSEOUT AGREEMENT
by and between
CAMBRIDGE REDEVELOPMENT AUTHORITY
CITY OF CAMBRIDGE
and
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART I : AGREEMENT

THIS AGREEMENT, entered into by and among the CAMBRIDGE REDEVELOPMENT AUTHORITY, hereinafter referred to as the "LPA", the CITY OF CAMBRIDGE, hereinafter referred to as the "City", and the DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, hereinafter referred to as "HUD", acting herein by its agents duly authorized;

WITNESSETH THAT:

WHEREAS, the LPA has entered into a Loan and Grant Contract with HUD for the undertaking of an urban renewal project, pursuant to the provisions of Title I of the Housing Act of 1949, as amended, such project identified as Project No. 107 (hereinafter called the "Project"), and the City has entered into a Cooperation Agreement with the LPA for making available financial and other assistance for the project; and

WHEREAS, the LPA has, with the concurrence of the City, submitted an Application for Financial Settlement of the Project which will result in full repayment of all temporary loans pursuant to Section 112(b) of the Housing and Community Development Act of 1974 (P.L. 93-383) and the provisions of 24 CFR Part 570, Subpart N, and such settlement under the terms of this Agreement has been approved by resolution of the governing body of the City on March 11, 1985; and

WHEREAS, the LPA has submitted a Certificate of Completion and of Gross and Net Project Cost (HUD Form 6204 and attachment) for the Project, copies of which are attached hereto; and

WHEREAS, the LPA has submitted certification that any environmental review required by 24 CFR Section 58.15 has been completed, and that the citizen participation requirements under 24 CFR Section 570.803 (e) (2) have been complied with; and

WHEREAS, with respect to the Project, all approved Project activities for which Project funds are available will not have been substantially completed prior to the date of the financial settlement, and such settlement will result in a surplus grant, which shall be \$8 million plus all surplus grants remaining under said Loan and Grant Contract; and

WHEREAS, the LPA, the City and HUD, the parties hereto, recognize and acknowledge that the requirements with respect to certain remaining obligations as herein set forth are a condition to the approval by HUD of the financial settlement;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto do mutually agree as follows:

1. The City and the LPA agree that (a) planning, (b) acquisition, (c) demolition and site preparation work, (d) site improvements, (e) relocation payments and assistance, and (f) disposition and development will be completed by the LPA in accordance with the Financial Settlement Application, Kendall Square Urban Renewal Area, Project No. Mass. R-107, dated March 29, 1985, attached as part of this Agreement, subject to the availability of funds.
2. The City and the LPA agree that the LPA will undertake the disposition of unsold Project land in accordance with said Application and the covenants in subparagraphs (i) through (iv) of 24 CFR 570.801(c)(1). The following parcels of property acquired with Project funds remain undisposed. The proceeds from the disposition of such property after financial settlement shall be used by the LPA to complete the activities described in paragraph 1, above, before being made available for other eligible CDBG activities under the CDBG Program. The use of land proceeds and any surplus grant funds for completion of such activities shall not be subject to the requirements of Section 104(b)(3) that not less than 51% of grant funds must be used for activities that benefit low and moderate income persons.

<u>Parcel</u>	<u>Square Feet*</u>
General Parcel 2	327,770
General Parcel 3	185,851
General Parcel 4	70,684
General Parcel 5	17,469
General Parcel 6	51,000

*Approximate

Certain portions may be dedicated for public use.

3. The following land is anticipated to be dedicated by the LPA for public use.

Transit Plaza - Parcel 4
Triangle Park - Parcel 4
Pedestrian Way - Parcel 2
Certain streets and portions of streets

In the disposition or dedication of Project land under paragraph 2 or 3 the provisions of Section 110(c)(4) of Title I of the Housing Act of 1949, as amended, regarding fair use value shall not apply.

4. On displacement from any properties listed in 2 and 3 above, the displacees shall be provided with all the benefits to which they may be entitled under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

5. Project funds in the amount of \$1,150,000 shall be reserved for costs or obligations incurred in connection with the Project with respect to claims, including relocation claims, which are disputed, contingent, unliquidated or unidentified, and shall be added to the sum identified in the Letter of Credit under the City's Community Development Block Grant Program, to be used as needed to pay such obligations. The sum so reserved is not intended, and shall not be taken, to indicate a determination by any party to this Agreement that any amount of the disputed, contingent or unliquidated claims is admitted or must be paid in the full amount. Any costs or obligations incurred in connection with the Project with respect to such claims and for the payment of which insufficient Project funds have been reserved under the financial settlement, shall be borne by the City without any rights of reimbursement against HUD.

Following financial settlement, all relocation appeals pursuant to Section 213(b)(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations appearing at 24 CFR Part 42, Subpart J, shall be the sole responsibility of the City of Cambridge. No review of any appeal shall be undertaken by HUD if the appeal is brought on or after the date of financial settlement, and the regulations appearing at 24 CFR Section 42.707 and 42.709 shall not apply to any such appeal.

6. Subject to the provisions of 7 below, the surplus grant remaining after the financial settlement of the Project shall be added to the letter of credit under the City's Community Development Block Grant Program; provided, however, that the sum reserved under the provisions of 5 above shall not be used except for payment of disputed, contingent or unliquidated obligations incurred by the Project prior to closeout unless and until the LPA furnishes to HUD a certificate satisfactory to HUD that there are no outstanding and unpaid obligations including disputed, contingent or unliquidated obligations prior to closeout. The remainder of the surplus shall be used only for the following purposes, in the order listed herein:
 - A. Payment of all other remaining obligations incurred by the Project prior to closeout and
 - B. Payment of costs incurred following closeout of unfinished Item I activities previously approved by HUD under the Loan and Grant Contract.
7. The availability of surplus grant funds under the provision of 6 above may, at the discretion of HUD, be subject to completion of an audit and satisfaction of any audit exceptions with respect to the Project, or any other projects located in the

City. Neither such surplus grant funds or other funds available under the City's Community Development Block Grant Program shall be used for payment of ineligible Project costs.

8. All liquid Project assets (cash and unused grant funds) are to be added to the City's Community Development Block Grant Program Letter of Credit and drawn down under Letter of Credit procedures in accordance with the requirements of 24 CFR Part 570.
9. HUD agrees that deductions from the City's Community Development Block Grant entitlement relative to the Project are not required and will not be made.
10. The LPA shall have no further obligations with respect to the Loan and Capital Grant Contract with HUD for the undertaking of the Project, or any amendments thereto.
11. The obligations under this Closeout Agreement are subject to the Program Management requirements of 24 CFR Part 570, Subpart O.
12. If any provision of this Agreement is held invalid, such holding shall not affect the validity of the remainder of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their seals to be hereunto affixed and attested as of the 10 day of APRIL, 1985.

Attest:

(SEAL)

CAMBRIDGE REDEVELOPMENT AUTHORITY

Joseph F. Tulimieri
Joseph F. Tulimieri
Executive Director and Secretary

By Charles C. Nowiszewski
Charles C. Nowiszewski
Chairman

Attest:

(SEAL)

CITY OF CAMBRIDGE

Joseph E. Conner
(Title)
Notary Public
My Comm. Expires 2/9/90

By Robert W. Healy
Robert W. Healy
City Manager

CONCUR:
UNITED STATES OF AMERICA
SECRETARY OF HOUSING AND URBAN
DEVELOPMENT

By Harold L. Long
(Title)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

URBAN RENEWAL PROGRAM

**CERTIFICATE OF COMPLETION
AND OF GROSS AND NET PROJECT COST**

PROJECT LOCALITY

Cambridge, Massachusetts

PROJECT NAME

Kendall Square
Urban Renewal Area

PROJECT NUMBER

Mass R-107

CONTRACT NUMBER

L & G Mass R-107

ESTIMATED FINAL SETTLEMENT DATE

April 1, 1985

INSTRUCTIONS: Submit original and four copies to HUD.

ACTUAL FINAL SETTLEMENT DATE (To be filled in by HUD)

SECTION A. FINAL STATEMENT OF GROSS AND NET PROJECT COST

ITEM 1 OF GROSS PROJECT COST

LINE NO.	EXPENDITURE CLASSIFICATION	TO BE FILLED IN BY LPA			TO BE FILLED IN BY HUD
		PAID COSTS 1/31/85 (a)	UNPAID COSTS (b)	TOTAL COSTS (Col. a + b) (c)	APPROVED TOTAL COSTS (d)
1	SURVEY AND PLANNING EXPENDITURES (incl. interest on advances) (1401, 1403, 1404)	\$ 295,785	\$	\$ 295,785	\$ 295,785
	PROJECT EXECUTION EXPENDITURES:				
2	Administration (1410, 1475)	7,683,507	241,368	7,924,875	7,924,875
3	Legal services (1415.02, 1415.03, 1415.04, 1415.05)	568,484	15,000	583,484	583,484
4	Survey and planning (1430)	2,222,571	15,000	2,237,571	2,237,571
5	Acquisition expenses (1440.02 through 1440.06)	198,437		198,437	198,437
6a	Temporary operation of acquired property - Profit (-) or Loss (+) (1448)	(-) 272,290	3,100	(-) 269,190	[269,190]
6b	Amount included in line 6a as real estate tax credits (1448.038)	[]	[]	[]	[]
7	Relocation and community organization costs, excluding relocation payments (1443)	54,368		54,368	54,368
8	Site clearance - Proceeds (-) or Cost (+) (1450)	1,351,422	870	1,352,292	1,352,292
9	Project or site improvements (1455)	9,106,873	401,417	9,508,290	9,508,290
10	Disposal, lease, retention costs (1445)	384,174	2,000	386,174	386,174
11	Rehabilitation costs, excluding rehabilitation grants (1460)	2,872		2,872	2,872
12	Interest (1420.013, 1420.02)				
	a. To date of this certificate	5,932,553		5,932,553	5,932,553
	b. From date of this certificate to estimated settlement date				
13	Other income (-) (1449)	(-) 3,656,945		(-) 3,656,945	[3,656,945]
14	Real estate purchases (1440.01)	16,595,461		16,595,461	16,595,461
15	Project inspection (1418)	142,410		142,410	142,410
16	TOTAL PROJECT EXPENDITURES (ITEM 1 OF GROSS PROJECT COST) (sum of lines 1 through 15 excluding line 6b)	\$ 40,609,682	\$ 678,755	\$ 41,288,437	\$ 41,288,437

SECTION A. FINAL STATEMENT OF GROSS AND NET PROJECT COST (Continued)

ITEM 2 OF GROSS PROJECT COST

LINE NO.	EXPENDITURE CLASSIFICATION	TO BE FILLED IN BY LPA	TO BE FILLED BY HUD
		AMOUNT (a)	APPROVED AMOUNT (b)
A-17	Donated land (1480.01, 1485.01)	\$	\$
A-18	Demolition and removal work (1480.02, 1485.02)		
A-19	Project or site improvements (1480.03, 1485.03)		
A-20	Supporting facilities (1480.04, 1485.04)	6,262,798	6,262,798
A-21	TOTAL NONCASH LOCAL GRANTS-IN-AID (item 2 of Gross Project Cost) (sum of lines 17 through 20)	\$ 6,262,798	\$ 6,262,798
A-22	GROSS PROJECT COST (line 16 plus 21)	\$ 47,551,235	\$ 47,551,235

NET PROJECT COST

A-23	Proceeds of sale of project land (2401)	\$ 2,548,858	\$ 2,548,858
A-24	Capital value imputed to project land leased (2402)		
A-25	Capital value imputed to project land retained (2403)		
26	TOTAL PROCEEDS (sum of lines 23 through 25)	\$ 2,548,858	\$ 2,548,858
A-27	NET PROJECT COST (line 22 minus 26)	\$ 45,002,377	\$ 45,002,377

SCHEDULE A-1. UNPAID, DISPUTED, CONTINGENT, OR UNLIQUIDATED COSTS

List (1) any unpaid project costs included on page 1 in column (b) which will not be paid for at settlement, and (2) disputed, contingent, or unliquidated costs not included in column (b). Describe circumstances and amounts involved.

SCHEDULE A-2. SUPPORTING FACILITIES AND IMPROVEMENTS WHICH HAVE NOT BEEN COMPLETED

List supporting facilities and improvements which have not been completed but which have been included as a noncash local grant-in-aid in lines A-19 and A-20 and for which a Form HUD-6202, *Certificate of Cost of Noncash Local Grant-in-Aid*, has been approved by HUD on the basis of estimated cost, pursuant to Section 110(d) of Title I.)

FACILITY OR IMPROVEMENT (a)	TOTAL ESTIMATED COST (b)	AMOUNT DETERMINED BY HUD AS INCLUDEABLE AS A GRANT-IN-AID (c)	APPROVED COMPLETION DATE (d)
	\$	\$	
TOTAL	\$	\$	

SECTION B. COMPUTATION OF BALANCE OF PROJECT CAPITAL GRANT

	DESCRIPTION	TO BE FILLED IN BY LPA	TO BE FILLED IN BY HUD
		AMOUNT (a)	APPROVED AMOUNT (b)
-1	Project Capital Grant amount specifically stated in Contract	\$ 35,148,467	\$ 35,148,467
-2	Aggregate of Net Project Cost, this project (from line A27), plus the Net Project Cost of all other pooled completed projects, if any (from schedule B-1, column (a) total)	45,002,377	45,002,377
-3	Aggregate noncash local grants-in-aid for projects included in line 2 (line A21 plus schedule B-1, column (b) total)	6,262,798	6,262,798
-4	Aggregate cash local grants-in-aid provided for projects included in line 2, less any amount that is to be considered a local loan to the project pursuant to the Contract (amount for this project plus schedule B-1, column (c) total)	1,750,000	1,750,000
-5	Aggregate local grants-in-aid (line 3 plus 4)	8,012,798	8,012,798
-6	Aggregate excess of Net Project Cost over local grants-in-aid (line 2 minus 5)	36,989,579	36,989,579
-7	Less: Aggregate of Project Capital Grants of other pooled completed projects (from schedule B-1, column (d) total)		
-8	Equals: (line 6 minus 7)	36,989,579	36,989,579
-9	Two-thirds (or three-fourths, if applicable) of line 2	30,001,585	30,001,585
-10	Less: line 7 amount [NOTE: P.L. 94-173 limited required local grant to 1965 level]		
-11	Equals: (line 9 minus 10)	30,001,585	30,001,585
	Entire Project Capital Grant, this project (enter the least of the three amounts on lines 1, 8, and 11)	30,001,585	30,001,585
-13	Less: Project Capital Grant progress payments paid, this project	35,148,467	35,148,467
-14	Equals: Balance of Project Capital Grant payable, this project, per this certificate (line 12 minus 13) Unearned Grant	(-) 5,146,882	[5,146,882]
-15	Relocation Payments paid by LPA and 100% reimbursable by HUD (1501)	3,234,957	3,234,957
-16	Less: Relocation grants paid by HUD to LPA for this project	3,406,800	3,406,799.94
-17	Equals: Balance of Relocation Grant payable, this project, per this certificate (line 15 minus 16) Unearned Grant	(-) 171,843	[171,843.94]
-18	Rehabilitation Grant Payment paid by LPA and 100% reimbursable by HUD (1502)	\$	\$
-19	Less: Rehabilitation grants paid by HUD to LPA for this project		
-20	Equals: Balance of rehabilitation grant payable, this project, per this certificate (line 18 minus line 19)		
-21	Balance of Federal Capital Grant payable, this project, per this certificate (sum of lines 14, 17, and 20) Unearned Grant	(-) 5,318,725	[5,318,725]
DEFICIENCY GRANT-IN-AID			
-22	Net Project Cost, this project (from line A27)	\$ 45,002,377	\$ 45,002,377
-23	Cash local grants-in-aid provided, this project	1,750,000	1,750,000
-24	Noncash local grants-in-aid, this project (from line A-21)	6,262,798	6,262,798
	Project Capital Grant, this project (from line 12)	30,001,585	30,001,585
-26	Total grants-in-aid and Project Capital Grant, this project (sum of lines 23, 24, and 25)	38,014,383	38,014,383
-27	Deficiency cash local grant-in-aid, if any (line 22 minus 26)	\$ 6,987,994	\$ 6,987,994

SECTION B. COMPUTATION OF BALANCE OF PROJECT CAPITAL GRANT (Continued)

SCHEDULE B-1. OTHER POOLED COMPLETED PROJECTS

(Include projects for which the capital grant has been finally determined by HUD.)
(If final capital grant has not been established due to contingencies etc., enter approved estimates)

PROJECT NUMBER	NET PROJECT COST (a)	LOCAL GRANTS-IN-AID		PROJECT CAPITAL GRANT (d)
		NONCASH (b)	CASH (c)	
	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$

SECTION C. OUTSTANDING PROJECT DEBT AND RESOURCES FOR ITS RETIREMENT

DEBT	TO BE FILLED IN BY LPA			TO BE FILLED IN BY HUD
	PRINCIPAL (a)	INTEREST THROUGH _____, 19_____ (b)	TOTAL (Col a + b) (c)	APPROVED TOTAL INDEBTEDNESS (d)
Project Temporary Loan Notes held by Federal Government	\$	\$	\$	\$
Preliminary Loan Notes				
Other project loans: (describe)				
unpaid project costs: (describe)				
Account Payable			1,712,643	1,712,643
Excess City of Cambridge Grant			9,724	9,724
TOTAL INDEBTEDNESS			\$1,722,367	\$ 1,722,367
RESOURCES			TOTAL (a)	APPROVED TOTAL RESOURCES (b)
Cash in banks and on hand			\$ 799	\$ 799
Investments				
Deficiency cash local grant-in-aid (from line B27)			6,987,994	6,987,994
Federal Capital Grant payment to be received (from line B21)			(-) 5,318,725	(-) 5,318,725
Other resources total: (identify on attached sheet) Account Receivable			52,299	52,299
TOTAL RESOURCES			\$ 1,722,367	\$ 1,722,367
			\$	\$

SECTION D. CERTIFICATE OF LOCAL PUBLIC AGENCY

IT IS HEREBY CERTIFIED that all of the LPA's undertakings necessary to carry out the project, including the activities includable in item 1 of Gross Project Cost of the project (identified on page 1 hereof), have been properly completed except for [(1) completion or provision of any items shown in schedule A-2, column (a), concerning which HUD has been furnished satisfactory assurances, pursuant to the provisions of Section 110(d) of Title I of the Housing Act of 1949, as amended, that the listed facilities or improvements will be constructed or completed on or before the dates listed in schedule A-2, column (d), and concerning which HUD has determined that the portion of the total estimated cost which is shown in schedule A-2, column (c), is the amount to be includable as grants-in-aid and is deemed to be the actual cost thereof for the purpose of computing the amount of local grants-in-aid under this contract, and [(2)]* final settlement of project financing and interest costs thereon, if any; that such final settlement will be fully completed in accordance with the contract between the United States of America and the LPA, which contract is identified on page 1 hereof, not later than the estimated final settlement date identified on page 1 hereof; that all costs and obligations (other than interest costs and costs and obligations in connection with items which are estimated, unpaid, disputed, contingent, or unliquidated) incurred by the LPA in connection with said project have been fully paid; that proper provision has been made by the LPA for the payment of interest costs and all such costs and obligations in connection with items which are estimated, unpaid, disputed, contingent, or unliquidated; that there are no undischarged mechanics', laborers', contractors', or materialmen's liens in connection with the project on file in any public office where the same should be filed in order to be valid against the project; that the United States of America is not under any obligation to make any further payment on account of the Project Temporary Loan, if any, provided for in said contract [except that there is presently outstanding Project Temporary Loan Note No. _____, dated _____, under Requisition Agreement No. _____, in connection with an outstanding series of Preliminary Loan Notes maturing on _____]*; and that each and every statement and amount set forth in this instrument is true and correct as of the date hereof.

IT IS HEREBY FURTHER CERTIFIED that the balance in the project accounts at the date of this certificate, as shown in Section C, are and will remain available for the payment of all unpaid project costs, including any of such costs which are disputed, contingent, or unliquidated at the date of this certificate.

Cambridge Redevelopment Authority

Name of LPA

3-28-85

Date

Joseph L. Pulicini

Signature of Authorized Officer

Executive Director

Title

*Strike out if inapplicable.

4-00515R

HUD-7082 (12-83)
24 CFR 570

HUD ACCOUNTING USE ONLY

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CATEGORY		AMOUNT 1										EFFECTIVE DATE										F	AMOUNT 2										SCHEDULE NO									
35		41 45 50										54										60	61 65 70										74 79									

11. Maximum amount of loan guarantee commitment available and amount now being approved.

a. Grantee's latest entitlement amount — \$ _____ x 3

\$

b. Pncpal amount of outstanding loans pursuant to Section 108

\$

c. Amount of outstanding loan guarantee commitments approved pursuant to Section 108

\$

d. Maximum amount of loan guarantee commitment available (Line 11a minus 11b. and 11c)

\$

e. Amount of loan guarantee commitment now being approved

\$

12. Recipient of loan guarantee (Check applicable box)

- a. ☐ Grantee identified in block No. 1
 b. ☐ Public Agency designated to receive loan guarantee (Name and address)

13. Special conditions (Check applicable box)

- a. ☐ Not applicable b. ☒ Attached (see below)

Project funds in the amount of \$1,150,000 shall be reserved for costs or obligations incurred in connection with the Project with respect to claims, including relocation claims, which are disputed, contingent, unliquidated or unidentified, and shall be added to the sum identified in the letter-of-credit under the City's Community Development Program, to be used as needed to pay such obligations.

U.S. Department of Housing and Urban Development

Regional Administrator -
 Regional Housing Commissioner

Date

4-10-85

Site

Grant Agreement and Loan Guarantee Acceptance Provisions

U.S. Department of Housing
and Urban Development

Community Development
Block Grant Program



Grant Agreement

This Grant Agreement is made by and between the Department of Housing and Urban Development (HUD) and City of Cambridge MA Community Development Dept. (the Grantee) pursuant to the authority of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Grantee's submissions for Title I assistance and the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), which are incorporated by reference, together with the HUD Funding Approval Form 7082 and any special conditions, which are hereto attached, constitute part of the Agreement.

In reliance upon and in consideration of the mutual representations and obligations hereunder, HUD and the Grantee agree as follows:

Subject to the provisions of this Grant Agreement, HUD will make the funding assistance for Fiscal Year 19 _____ specified in the attached HUD Funding Approval Form 7082 available to the Grantee upon execution of the Agreement by the parties. The obligation and utilization of the funding assistance provided is subject to the requirements of the regulations and any special conditions set forth in the HUD Funding Approval Form 7082, including the requirement for a release of funds by HUD under the Environmental Review Procedures at 24 CFR Part 58 for any activities requiring such release.

The Grantee agrees to comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) as specified in regulations issued by the Secretary and published in 24 CFR Part 42.

The Grantee further agrees to assume all of the responsibilities for environmental review, decision making and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(f) of the Act and published in 24 CFR Part 58.

The Grantee further agrees to accept responsibility for adherence to the Agreement by subrecipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development

By Harold F. [Signature]
Regional Administrator -
Regional Housing Commissioner

Title

Date

The Grantee

By Robert W. [Signature]
City Manager

Title

Date

Loan Guarantee Acceptance Provisions

(Use only for Section 108 Loan Guarantee Assistance to designated public agency)

The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on _____ with respect to grant number _____, as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

Name of Public Agency/Grantee

Signature of Authorized Official

Title

Title