

AGREEMENT

This agreement entered into this 2 day of September, 1987, by and between the Department of Community Affairs of the Executive Office of Communities and Development of the Commonwealth of Massachusetts, acting in its capacity as a local housing authority pursuant to section twenty-six A of MGL chapter 121B ("Authority"); the City of Boston ("City"); and the Tax Exempt Property Steering Committee ("Steering Committee") of the City of Boston.

WITNESSETH

A. The Authority plans to construct low-rent public housing ("Housing") on a parcel of land located at 60 Southern Avenue (Ward 17, Parcel 01425-000) in the City, and

B. The Housing is deemed to be public property used for essential public and governmental purposes and is exempt from taxation and from betterments and special assessments pursuant to section sixteen of MGL chapter 121B, and

C. The Authority recognizes that construction of the Housing will require the City to furnish municipal services and is directed by said section sixteen to make in lieu of tax payments,

NOW, THEREFORE, in consideration of the municipal services to be furnished by the City and the mutual agreements herein contained, the parties agree as follows:

ending in the City of Boston fiscal year in which a certificate of occupancy is issued for the Housing, the Authority will pay to the City of Boston as a payment in lieu of taxes an amount equal to one hundred seventeen dollars multiplied by the number of bedrooms located in said Housing. Each annual payment will be made in two equal installments, on November 1 and May 1 of each fiscal tax year for which payment is due. Notwithstanding the foregoing, if a certificate of occupancy with respect to the Housing is issued during the course of a fiscal year, the base payment to be made with respect to the Housing shall be prorated in accordance with the portion of the fiscal year remaining.

2. The payment due for each fiscal year after the first fiscal year in which the payment is due pursuant to the terms of this Agreement shall be subject to a further increase as provided in the Payment Escalator clause attached hereto as Exhibit A.

3. In no event shall the payments to be made to the City under this Agreement on account of the real or personal property of the Authority or any part thereof which is exempt in any fiscal year exceed the amount which would be payable to the City if such real or personal property were taxable.

4. The City shall furnish or cause to be furnished to the Authority and the tenants of such housing public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the City.

5. So long as any bonds issued in connection with any low-rent housing project remain unpaid or outstanding as such housing is owned by the Authority and used for low-rent housing purposes, this Agreement shall not be abrogated, changed or modified without the consent of all the parties hereto and their respective legal representatives, successors in office or interest, and assigns.

6. The provisions of this Agreement shall be binding and inure to the benefit of the parties hereto and their respective legal representatives, successors in office or interest, and assigns.


IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as a sealed instrument by its officers duly authorized as of the day and year first above written.

City of Boston

By 

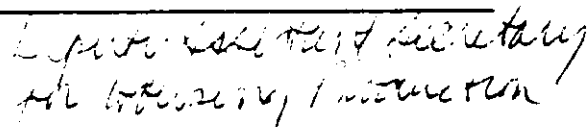
Thaddeus J. Jankowski, Jr.  
Commissioner of Assessing  
of the City of Boston and  
Chairman of the Tax Exempt  
Property Steering Committee

Attest:

  
\_\_\_\_\_  
Corporation Counsel of  
the City of Boston

The Commonwealth of  
Massachusetts

By 

Its:   
for Secretary of the Commonwealth

Attest:

  
\_\_\_\_\_  
Its:

EXHIBIT A

Payment Escalator

The payment escalator shall be the percentage by which the "State and Local Government" component of the Implicit Price Deflator for Gross National Product ("IPD") for the quarter preceding the start of the current fiscal year exceeds or is less than the "State and Local Government " component of the "IPD" in effect for the quarter preceding the first fiscal year for which the payment is due under the terms of this agreement.

Thus, the payment due shall be adjusted annually in an amount equal to the amount determined by multiplying one hundred seventeen dollars by the number of bedrooms located in the Housing multiplied by the payment escalator defined above.