

**AGREEMENT BETWEEN THE CITY OF BOSTON AND  
COTE VILLAGE TOWNHOMES LIMITED PARTNERSHIP  
PURSUANT TO CHAPTER 121A, SECTION 6A OF  
THE MASSACHUSETTS GENERAL LAWS**

This AGREEMENT (the "Agreement") is made as of this 27 day of November, 2019, by and between **COTE VILLAGE TOWNHOMES LIMITED PARTNERSHIP**, a Massachusetts limited partnership organized under General Laws Chapter 109 and subject to General Laws Chapter 121A ("Chapter 121A") and the Acts of 1960, Chapter 652 ("Chapter 652"), both as amended to date (the "Partnership"), and the **CITY OF BOSTON**, a municipal corporation of the Commonwealth of Massachusetts (the "City") acting pursuant to General Laws Chapter 121A, Sections 6A and 10 and every other power and authority.

**WITNESSETH THAT:**

**WHEREAS**, an application dated June 13, 2019 (the "Application") was filed by the Partnership with the Boston Redevelopment Authority (the "Authority") under the provisions of Chapter 121A and Chapter 652 for approval of a project for the acquisition and revitalization of a low income housing development known as Cote Village, in cooperation with the Planning Office for Urban Affairs, Inc. and Caribbean Integration Community Development, located in the Mattapan District of the City of Boston, Suffolk County, Massachusetts, through the development of 24 housing units, as well as the redevelopment and revitalization of certain adjacent areas ("Project"); and

**WHEREAS**, the Authority approved the Application by a vote on July 11, 2019, adopting a Report and Decision (the "Original Report and Decision"); and

**WHEREAS**, the Mayor of the City (the "Mayor") approved the above votes of the Authority on July 12, 2019; and

**WHEREAS**, the vote of the Authority and the approval of the Mayor with respect to the Report and Decision were filed with the City Clerk of the City of Boston (the "City Clerk") on July 12, 2019 (the "Approval Date"), and such approval became final and binding pursuant to the provisions of Chapters 121A and 652; and

**WHEREAS**, in accordance with the Report and Decision, the Partnership has entered into a Regulatory Agreement with the Authority, of even date, with respect to the development of the Project (the "Regulatory Agreement"), and the Partnership is acquiring the Property (as hereinafter defined) from the City, and the date of the recording of the deed from the City to the Partnership shall be the effective date of this Agreement (the "Effective Date"); and

**WHEREAS**, the Partnership and the City desire to enter into this Agreement pursuant to Sections 6A and 10 of Chapter 121A for payments in-lieu-of taxes with respect to the Project.

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Operation of the Project.** The Partnership shall carry out its portion of the Project in accordance with, and subject to, the provisions of Chapters 121A and 652, the provisions of the Report and Decision, and the provisions of the Regulatory Agreement with the Authority, as amended from time to time. The usage of the Project shall be as follows:

- a. *Affordable Housing Units.* All twenty-four of the dwelling units will be affordable housing units restricted to income limits in the following manner:
- Three (3) units will be restricted to income limits at or below 30% of area median income (“AMI”), measured at the time of initial occupancy of the units by such household.
  - Twenty-one (21) units will be restricted to income limits 60% of AMI, measured at the time of initial occupancy of the units by such household.

2. **Location.** The parcels that will be the subject of this Agreement are identified as being in Ward 18 and having Parcel numbers 01054000 (the “Property”).

3. **Term.** This Agreement shall remain in effect for a period of forty (40) years after the Effective Date, unless sooner terminated. The Partnership shall notify the Authority and the Commissioner of Assessing of the City (the “Commissioner of Assessing”) of said recording date, accompanied by a copy of the recorded document.

4. **Excise Tax Payments.** The Partnership shall pay to the Commonwealth of Massachusetts, its Department of Revenue or any successor department or agency (“DOR”), with respect to each calendar year, or any portion thereof, that this Agreement is in effect and applicable, the Urban Redevelopment Excise Tax required under Chapter 121A, Section 10, as amended from time to time (the “Excise Tax”).

5. **6A Contract Payments.**

- a. *Amount:* Beginning with Calendar Year 2019 or a portion thereof, and for each calendar year, or portion thereof, thereafter, the Partnership shall pay to the City an amount (“the Contract Amount”) equal to the sum of eight percent (8%) of the “gross residential income” received by the Partnership from tenants of the Project less amounts actually paid under section 10 of chapter 121A to DOR.

“Gross residential income” shall be mean the aggregate of the gross basic rentals received by the Partnership from the occupants of the Project but excluding any payments received pursuant to (i) a housing assistance payment contract with the Department of Housing and Community Development (“DHCD”) under the Massachusetts Rental Voucher Program or any similar successor subsidy program or (ii) any Housing Choice Voucher of the U.S. Department of Housing and Urban Development, pursuant to Section 8 of the Housing Act of 1937, or any similar successor state, federal or local subsidy program.

- b. *Due Date:* The Partnership shall pay to the City the 6A Contract Payment on or before April 1 following the end of each calendar year for which such payment is due.
- c. *Late Payments:* Late 6A Contract Payments and Gap Payments, or any portion thereof, shall bear interest at the rate allowed for in G.L. c. 60, as amended from time to time.

6. **Gap Payments.** Upon the termination of this 6A Contract, the Partnership shall pay or cause to be paid a gap payment to cover the time period between the termination date and the date the Project becomes taxable pursuant to General Laws, Chapter 59. The gap payment shall be equal to the 6A Contract Payment that would have been made for such period if the Project had remained subject to this 6A Contract. The gap payment shall be paid within six (6) months following the month in which the 6A Contract terminates. The Project thereafter shall not be subject to the obligations of Chapter 121A, enjoy the rights and privileges thereunder, or be subject to the terms, conditions, and obligations of this 6A Contract; provided, however, the deviations and permissions granted by the Authority pursuant to the Original Report and Decision shall survive such termination and shall remain in effect.

7. **Overpayments.** Any Overpayment (as defined below) applicable to a calendar year, or portion thereof, shall at the election of the City, be either refunded or applied to reduce the payments due in succeeding calendar years, except with respect to the last calendar year, or portion thereof, in which the Project shall be subject to this Agreement, any Overpayment by the Partnership shall be refunded by the City. For purposes of this Agreement, an "Overpayment" shall include the following, to the extent that they exceed collectively the Contract Amount: (i) any amounts paid by the Partnership to the City as real estate taxes pursuant to Chapter 59; (ii) any amounts paid by the Partnership under Chapter 121A, Section 15; and (iii) any amounts paid by the Partnership to the Commonwealth of Massachusetts, or any political subdivisions thereof, under any general or special law, as an excise or tax measured by its income from or investment in the Project, not including the excise prescribed by Chapter 121A, Section 10.

8. **Delivery and Examination of Financial Statements.**

- a. The Partnership shall file with the Commissioner of Assessing by February 10 following the end of each calendar year during which this Agreement is in effect: (a) a statement of income and expenses for the Project during the preceding calendar year, or portion thereof, and (b) a Declaration of Liability Return Valuation, a form made available by the Assessing Department.
- b. The Partnership shall file with the Commissioner of Assessing, and the Collector-Treasurer of the City ("Collector-Treasurer") by April 1 following the end of each calendar year during which this Agreement is in effect the following: (a) a Declaration of Liability Form, a form made available by the Collector-Treasurer; (b) an audited report, prepared by a Certified Public Accountant, consisting of a statement of all rental and other income, operating costs, a statement of profit and loss, a balance sheet, and a statement of disposition of funds for the preceding year; and (c) a certified copy of the Partnership's Excise Tax Return as submitted to DOR.

9. **Determination of Fair Cash Value.** The Assessing Department hereby determines, in accordance with the seventh paragraph of Section 10 of Chapter 121A, that the fair cash value of the real and personal property constituting the Project, as of each January 1 following the Effective Date through and including January 1 of the year next following the year in which the Owner's property tax exemption under Chapter 121A shall expire or terminate, shall be an amount which, when used in the computation of the Excise Tax for or with respect to the previous calendar year, would result in an Excise Tax not greater than the 6A Contract Payment due for such prior calendar year. The City agrees to certify as to each of the foregoing fair cash value dates and amounts to DOR and the Owner on or before March 1 of each year during such periods, pursuant to the second paragraph of Section 10 of Chapter 121A. Notwithstanding

the foregoing, if the Owner does not file with the Commissioner the required financial information as set forth in Section 8 above, the Assessing Department, at the sole discretion of the Commissioner, may determine "fair cash value" without regard to the limitations described herein.

10. **Conditions.** The obligations of the Partnership under this Agreement are conditional in all respects upon the issuance to it of all permissions, approvals, favorable reviews, permits and licenses which may be required by City, State, Federal or other authorities with respect to the construction of the Project, whether or not the same were specified in the Application.

11. **Amendments to Chapter 121A or Rules and Regulations** The Partnership and the City agree that any amendment, subsequent to the execution of this Agreement, of Chapter 121A, except for Section 10, and Chapter 652 and the rules, regulations and standards prescribed by the Authority, which otherwise might be applicable to the Project, shall not affect the same.

12. **Notices.** All notices required pursuant to this Agreement shall be in writing and delivered by hand delivery or mailed postage prepaid, by registered or certified mail, addressed as follows:

Partnership: Cote Village Townhomes Limited Partnership  
c/o Planning Office for Urban Affairs, Inc.  
84 State Street, Suite 600  
Boston, MA 02109  
Attn: President

With a copy to: Paul Bouton, Esquire  
Nixon Peabody LLP  
53 State Street  
Boston, MA 02109

City: City of Boston Assessing Department  
One City Hall Square, Room 301  
Boston, MA 02201  
Attn: Commissioner of Assessing

A different address may be designated by each party by giving written notice to the other party. Any such notice shall be deemed given when so delivered by hand or, if so mailed, two (2) days after such notice is deposited with the U.S. Postal Service.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts shall together constitute but one and the same instrument.

14. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. **Governing Law.** Notwithstanding anything to the contrary, this Agreement shall be governed by the laws of the Commonwealth of Massachusetts and any suit, claim or action shall be brought in Suffolk County.

16. **Invalidity.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the

application of such provisions to other persons and circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

[End of text on page]

Executed as of the day and year first above written.

**COTE VILLAGE TOWNHOMES LIMITED  
PARTNERSHIP**


By: Cote Village Townhomes MM LLC, its general partner


By: Cote Village LLC, its sole member

By: Planning Office for Urban Affairs, Inc., its  
managing member

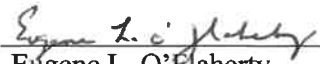

By:   
William H. Grogan, President

**CITY OF BOSTON**

By:   
Martin J. Walsh, Mayor

By:   
Nicholas Ariniello  
Commissioner of Assessing

APPROVED AS TO FORM:

By:    
Eugene L. O'Flaherty  
Corporation Counsel, City of Boston