

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BOSTON
AND
WENTWORTH INSTITUTE OF TECHNOLOGY, INC.
REGARDING PAYMENT IN LIEU OF TAXES**

This Memorandum of Understanding (“Memorandum”) is made as of August 18, 2026 (the “Effective Date”) by the City of Boston (the “City”), a Massachusetts municipal corporation with an address of One City Hall Plaza, Boston, Massachusetts 02201, and the Wentworth Institute of Technology, Inc. (the “Institution”), a non-profit, educational corporation organized and existing under Chapter 180 of the Massachusetts General Laws, with an address of 550 Huntington Avenue, Boston, MA 02115 (each individually, a “Party” and together, the “Parties”).

Recitals

This Memorandum between the Institution and the City outlines the mutual understandings regarding voluntary financial contributions, both cash and in-kind, to be furnished to or for the benefit of the City by the Institution as part of the City’s Payment in Lieu of Taxes (“PILOT”) program. Both parties acknowledge that the Institution, similar to other non-profit, religious, and charitable entities, delivers substantial economic and non-economic advantages to the City and its residents. The execution of this Memorandum is guided by the following shared principles:

- Whereas, the Institution, as a private, non-profit, tax-exempt entity, benefits from essential services provided by the City;
- Whereas, the City recognizes certain properties owned by the Institution as tax exempt;
- Whereas, the City acknowledges and supports the critical importance of the continued growth, success, and financial health of its non-profit institutions;
- Whereas, the Institution recognizes that its success is intrinsically linked to the continued growth, success, and financial stability of the City;
- Whereas, a welcoming, safe, diverse, equitable, and fiscally sound home city is essential for the Institution;
- Whereas, the City and the Institution are dedicated to collaborating to achieve common goals and objectives;
- Whereas, the City values and supports the Institution's activities that generate employment, stimulate local purchasing, and contribute to positive economic development; and
- Whereas, the Institution honors the services the City provides and the vibrant learning and living environment it fosters, and through this Memorandum, makes a long-term, voluntary financial commitment to support these municipal services and efforts.

Agreement

NOW, THEREFORE, in furtherance of the foregoing, the City and the Institution mutually agree as follows:

1. Term of Memorandum

This Memorandum shall take effect on the Effective Date and remain in force until June 30, 2031 (the “Expiration Date”), unless sooner terminated as provided herein. The City and Institution agree to cooperate in good faith to negotiate a renewal of this Memorandum term and its contents at least six (6) months prior to the Expiration Date.

2. Institution Responsibilities

The Institution commits to making defined, annual voluntary payments to the City in a mutually agreeable amount (collectively, the “Voluntary Payments”). The Voluntary Payments will be made to the City in the amounts listed in the “PILOT Cash Commitments Schedule” contained in this section. Payments are based on all of the real and personal properties owned by the Institution as of the Effective Date entitled to exemption from real and personal property taxation (the “Subject Property”).

The Subject Property shall be entitled to exemption, so long as the Institution takes all required steps to preserve their rights to said exemptions, including but not limited to submitting 3ABC material, filing preliminary consideration applications, abatement applications and/or appeals as necessary for the preservation of the Institution’s rights. Voluntary Payments remitted to the City pursuant to the provisions hereof shall be recognized only for PILOT purposes and not for any other City program or agreement.

In the event that the Institution makes (a) a material acquisition of real or personal property that could be entitled to exemption from real and personal property taxation, or (b) a substantial change to any portion of the Subject Property, either Party may call a meeting to discuss reasonable modifications to the Voluntary Payments in connection with such acquisition or substantial change. For the purposes of this paragraph, examples of a “substantial change” would include, without limitation, the construction of a new building or the change in use of a building on the Wentworth campus to non-Institutional uses.

PILOT Cash Commitments Schedule

The Institution’s Voluntary Payments for the Term of this Memorandum are set forth below:

City Fiscal Year	Voluntary Payment
FY27	\$50,000
FY28	\$50,000
FY29	\$75,000
FY30	\$100,000
FY31	\$125,000
Total	\$400,000

FY27 shall mean July 1, 2026 through June 30, 2027; FY28 shall mean July 1, 2027 through June 30, 2028; FY29 shall mean July 1, 2028 through June 30, 2029; FY30 shall mean July 1, 2029 through June 30, 2030; and FY31 shall mean July 1, 2030 through June 30, 2031.

All payments shall be made on July 1st of each fiscal year in advance, and shall be paid by check delivered to the following address:

City of Boston Treasury Department
One City Hall Square
Boston, MA 02201
Attention: Collector-Treasurer

PILOT Community Benefit Commitments

The City recognizes that the Institution makes a broad range of community benefits available to and for the benefit of the City and its residents, including financial and in-kind contributions. The Institution acknowledges the shared goal of making annual voluntary Community Benefits on a schedule that maintains and grows the baseline value of PILOT community benefit commitments by 3% each year.

City Fiscal Year	Community Benefits Monetary Equivalent Goal
FY27	\$982,318
FY28	\$1,011,788
FY29	\$1,042,141
FY30	\$1,073,405
FY31	\$1,105,608
Total	\$5,215,260

Community Benefits that are eligible to be counted toward this annual goal amount are:

- Quantifiable.
- Directly benefit City of Boston residents.
- Support the City's mission and priorities.
- Align with current City priorities.
- Support City and Institution collaboration toward shared goals.

Community Benefits that are not eligible generally, include those that are:

- Not quantifiable.
- Community benefits or mitigation required by Institutional Master Plans or other project-specific approvals under Article 80 of the Zoning Code.
- Funded through a State Determination of Need.
- Part of the core mission of the Institution or ordinarily provided to the City.

Categories and examples of Community Benefits include, but shall not be limited to:

- Scholarships and financial aid to admitted students who are residents of the City of Boston.
- Voluntary contributions to and financial support of K-12 education with a focus on the Boston Public Schools, including continued investment in the STRIVE Program and access to dual enrollment opportunities for Boston high school students.
- Voluntary contributions to and financial support of City initiatives to increase housing affordability and production in Boston.
- Voluntary contributions and payments for the upkeep of public spaces, and the support of parks and related organizations.
- Community access to the Institution's spaces.
- Voluntary assistance, services, and scholarships provided to City employees.

3. Reporting

The Institution shall, on an annual basis, beginning on April 1, 2026, submit a year-end report enumerating specific community benefits and programs, highlighting the benefits for Boston residents, the dollar value of each benefit, and sufficient background and documentation on calculation assumptions and program details. The report will be posted on the City's website.

To supplement the reporting of community benefits by the Institution, the City commits to reviewing the year-end report of the benefits provided with program beneficiaries, including City department leaders and community stakeholders, annually to ensure they are consistent with City priorities and community needs.

The City will also host annual joint reviews with the Institution to make adjustments to the roster of community benefits as mutually agreed by the parties.

4. Entire Agreement

This Memorandum represents the entirety of the agreement between the City and the Institution with respect to the Institution's PILOT obligations, and replaces and supersedes any and all existing understandings and agreements related to the Institution's voluntary commitments as part of the PILOT program, including without limitation, any prior arrangements as outlined in the December 2010 City of Boston PILOT Task Force Final Report and Recommendations

5. Notice of Intent Not to Pay

With regard to any payments referred to in this Memorandum, it will be the Institution's decision whether to make such payments for a given fiscal year, and the Institution will give notice to the City of such decision at least fourteen (14) months before the start of the fiscal year in which any such payments will not be made. For FY27 of this Memorandum, the Institution will give notice to the City of any such decision by April 1, 2026.

6. Modifications

Any modification to this Memorandum for any reason shall be made in a writing pursuant to the mutual written consent of the Parties.

7. Termination

Either party may terminate this Memorandum by written notice to the other at least six (6) months prior to the intended termination date.

8. Limitation of Liability

Performance under this Memorandum by the Parties, their agents and employees shall be for public and governmental purposes. All privileges and immunities from liability enjoyed by governmental units, their agents and employees shall extend to performance under this Memorandum to the extent permitted by Massachusetts and Federal law; provided, that, notwithstanding any provisions of law or charter to the contrary, neither party to this Memorandum shall be exempt from liability for its obligations under this Memorandum.

To the extent permitted by law, the Institution shall indemnify and hold harmless the City and its departments, agents, officers, and employees against any and all claims, liabilities, and costs for personal injury or property damages, or other damages that the City may sustain which arise out of or in connection with the Institution's performance of this Memorandum, including but not limited to the negligent, reckless or intentional conduct of the Institution, its Affiliates or invitees. The Institution shall never be considered an agent or representative of the City. After prompt notification of a claim by the City, the Institution shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The City shall not be liable for any costs incurred by the Institution arising under this paragraph.

No officer, trustee, employee or agent of either Party shall have any personal liability under this Memorandum. The provisions of this Section 8 shall survive the termination of this Memorandum.

9. Notices

All notices and other communications to be given under this Memorandum shall be given in writing and delivered personally, by first-class mail, or by electronic e-mail to the appropriate party at the address or e-mail address set forth below. Notices shall be deemed delivered upon receipt.

City of Boston
Mayor's Office of Partnerships
One City Hall Square
Boston, MA 02201
Attention: Stephen Chan
Email: Stephen.Chan@Boston.gov

With a copy to:

City of Boston Law Department
One City Hall Square
Boston, MA 02201
Attention: Corporation Counsel
Email: law@boston.gov

Wentworth Institute of Technology, Inc.
550 Huntington Avenue
Boston, MA 02115
Attention: Matthew Gruber, Senior Vice President, Finance & Administration
Email: gruberm@WIT.edu

With a copy to:

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111
Attention: Rebecca A. Lee, Esq.
Email: RALee@Mintz.com

10. Choice of Law

This Memorandum shall be interpreted under the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws.

11. Compliance

It is the intention of the City, acting by and through its Assessing Department, to recognize the Subject Property of the Institution as exempt pursuant to M.G.L. c. 59, s. 5 in future fiscal years so long as and provided that a) exemption is warranted as a matter of ownership, use and occupancy, and b) Form 3ABC is timely filed with the Assessing Department for each fiscal year.

12. Abatement

In the event that a real estate tax bill is issued for any portion of the Subject Property, it is the exclusive responsibility of the Institution to do all things necessary to preserve the jurisdiction of the City's Assessing Department to grant abatement relief on the basis of exemption, overvaluation, misclassification and/or disproportion, including timely filing of applications(s) for abatement, supporting documentation and appeal(s) to the Appellate Tax Board, as may be necessary, and timely payment of the deemed tax due as defined in M.G.L. c. 59, s. 64.

13. Change of Law

If at any time hereafter, due to a change in the laws applicable to exemptions from property taxation, any tax payment is made pursuant to a M.G.L. c. 59 tax assessment in a particular year for any portion of the Subject Property, such payment shall be credited against the PILOT obligation as calculated above. Any overpayment made in a City fiscal year by reason of this provision shall be credited against future PILOT obligations.

14. Commercial Operations

Pursuant to applicable law, the City may assess property taxes to the Institution based upon commercial operation or uses of any portion of the Subject Property.

15. Counterparts

This Memorandum may be signed in counterparts which together, shall comprise but one original.

[Signatures on the following page]

This Memorandum is executed as an instrument under seal as of the Effective Date.

Wentworth Institute of Technology, Inc.:



Matthew Gruber
Senior Vice President, Finance & Administration

City of Boston:

Michelle Wu
Mayor

Hinlan Wong
Commissioner of Assessing

Approved as to form:

City of Boston Law Department

By: _____
Assistant Corporation Counsel

[Signature page to PILOT MoU – Wentworth Institute of Technology, Inc.]

This Memorandum is executed as an instrument under seal as of the Effective Date.

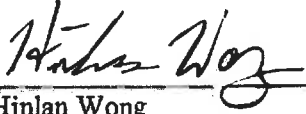
Wentworth Institute of Technology, Inc.:

Matthew Gruber
Senior Vice President, Finance & Administration

City of Boston:



Michelle Wu
Mayor



Hinlan Wong
Commissioner of Assessing

Approved as to form:

City of Boston Law Department

 By:  _____ KAT
Michael Firestone
Corporation Counsel