

INTRODUCED BY: Planning Department acting as the Quincy Urban Redevelopment Agency

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO: 2010-249

October 18, 2010

**ORDERED:**

WHEREAS, the City Council approved and adopted the Quincy Center District Urban Revitalization and Development Plan (the "Plan") on May 21, 2007.

WHEREAS, in accordance with and pursuant to Mass. General Law c. 121B, sec. 48, the Plan was approved by the Commonwealth of Massachusetts, Department of Housing and Community Development on July 6, 2007.

WHEREAS, the City Council approved and adopted the First Amendment to the Quincy Center District Urban Revitalization and Development Plan (the "Plan") on June 15, 2009.

WHEREAS, in accordance with and pursuant to Mass. General Law c. 121B, sec. 48, the First Amendment to the Plan was approved by the Commonwealth of Massachusetts, Department of Housing and Community Development on January 8, 2010.

WHEREAS, subsequent to the adoption and approval of the Plan, the City has undertaken additional study and reviewed additional information pertaining to the scope and costs of redevelopment of the area covered by the Plan (the "Project Area").

WHEREAS, the Quincy Planning Department, acting as an Urban Renewal Agency (hereinafter the "Agency") has approved a Second Amendment to the Plan (the "Proposed Amendment"); and

WHEREAS, the Agency has determined that the Proposed Amendment is necessary and advisable to further the goals of the Plan by, inter alia, refining the redevelopment plan for the Hancock Parking Lot and the Ross Parking Garage area (the "City Parcels"), adopting more comprehensive design guidelines, and revising the financial analysis for the redevelopment of the Project Area; and

WHEREAS, as required by the Plan, at a meeting on October 13, 2010 the Citizens Advisory Committee reviewed the Proposed Amendment, voted to support the revisions to the Plan made therein and issued a report dated October 14, 2010; and

WHEREAS, a duly noticed joint public hearing was held by the City of Quincy Planning Board and the Urban Renewal Agency on October 13, 2010 and closed on that date; and

WHEREAS, the Planning Board voted to approve the Proposed Amendment and found that the proposed revisions are in conformance with the general plan for the community as a whole; and

WHEREAS, at an open meeting on October 18, 2010, the Quincy City Council duly called for a hearing on the Proposed URDP Amendment II; and

**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

INTRODUCED BY: Planning Department acting as the Quincy Urban Redevelopment Agency

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO: 2010-249

October 18, 2010

ORDERED:

WHEREAS, at an open public meeting of the City Council Finance and Downtown & Economic Growth Committees, the Committees voted to recommend that the City Council approve the Proposed URDP Amendment II.

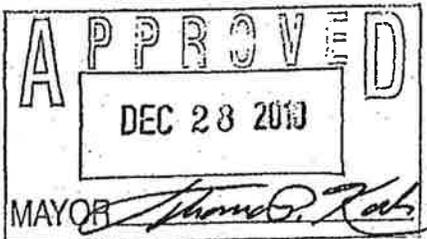
THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL:

1. That it is hereby found and determined that based on further study and additional information pertaining to the scope and projected costs of redevelopment of the Project Area, certain amendments to the Plan are necessary and advisable.
2. That it is hereby found and determined that by refining the redevelopment plan for the City Parcels, adopting more comprehensive design guidelines, and revising the financial analysis for the redevelopment of the Project Area, the Amendment furthers and enhances the goals and objectives set forth in the Plan.
3. That it is hereby found and determined that as amended, the Plan continues to conform to the general plan for the community as a whole.
4. That it is hereby found and determined that except as modified by the findings above, the findings made by the City Council on May 21, 2007 with respect to the Plan are hereby reaffirmed.

NOW, THEREFORE, in accordance with the requirements of Mass. General L. c. 121B, sec. 48, the City Council hereby approves the Amendment and requests the Agency to cause the Amendment to be forwarded, along with such additional information the Agency determines to be necessary or advisable, to the Commonwealth of Massachusetts Department of Housing and Community Development for consideration and final approval.

**PASSED TO BE ORDAINED, DECEMBER 20, 2010**

**ATTEST:**



**CLERK OF COUNCIL**

**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

INTRODUCED BY: Mayor Thomas P. Koch

## CITY OF QUINCY IN COUNCIL

ORDER NO: 2010-236

October 4, 2010

### ORDERED:

That in furtherance of urban redevelopment in the Quincy Center Urban Revitalization District, pursuant to the Quincy Center Urban Revitalization and Development Plan, as amended from time to time, the Mayor of the City of Quincy is hereby authorized to enter into a Land Disposition Agreement with Hancock Adams Associates, LLC regarding property identified as the "City Parcels" in the area of, and pursuant to, The Quincy Center Urban Revitalization and Development Plan (URDP), and as defined in the Land Disposition Agreement, to consummate the sale and disposition of said land, in accordance with the terms of the Land Disposition Agreement.

WHEREAS, the City Council approved and adopted the Quincy Center District Urban Revitalization and Development Plan (the "Plan") on May 21, 2007; and

WHEREAS, in accordance with and pursuant to Mass. General Law c. 121B, sec. 48, the Plan was approved by the Commonwealth of Massachusetts, Department of Housing and Community Development on July 6, 2007; and

WHEREAS, the City Council approved and adopted the First Amendment to the Quincy Center District Urban Revitalization and Development Plan (the "Plan") on June 15, 2009; and

WHEREAS, in accordance with and pursuant to Mass. General Law c. 121B, sec. 48, the First Amendment to the Plan was approved by the Commonwealth of Massachusetts, Department of Housing and Community Development on January 8, 2010; and

WHEREAS, in furtherance of the said Plan certain designated parcels of land within the Quincy Center Urban Revitalization and Redevelopment Plan are suitable for disposition by the City of Quincy for redevelopment thereof subject to the terms and conditions of the Land Disposition Agreement; and

WHEREAS, the proposed redeveloper, Hancock Adams Associates, LLC desires to purchase the City Parcels and undertake the redevelopment activities in accordance with the terms and conditions of the URDP and Land Disposition Agreement developed in consultation with the City and as a result of visioning sessions for the redevelopment conducted with public input; and

WHEREAS, the City of Quincy has determined that Hancock Adams Associates, LLC possesses the significant qualifications and financial resources to acquire the City Parcels and redevelop the property in accordance with the URDP and Land Disposition Agreement; and

WHEREAS, it is desirous to sell and transfer the City Parcels at a cost of Four Million Eight Hundred Thousand Dollars (\$4,800,000.00) to Hancock Adams Associates, LLC, subject to the provisions in the Land Disposition Agreement; and

**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

INTRODUCED BY: Mayor Thomas P. Koch

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO: 2010-236

October 4, 2010

**ORDERED:**

WHEREAS, the disposition of such property under an approved Urban Revitalization and Development Plan is exempt from the provisions of Mass G.L. Chapter 30B; and

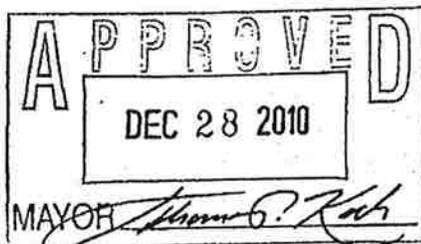
WHEREAS, the Mayor recommends to the City Council that the City enter into a Land Disposition Agreement with Hancock Adams Associates, LLC for Four Million Eight Hundred Thousand Dollars (\$4,800,000.00) and under the conditions and provisions in the Land Disposition Agreement;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL, as follows:

1. That the Land Disposition Agreement attached hereto and made a part hereof as fully as if set forth in its entirety;
2. That in accordance with the requirements of Mass. General L. c. 121B, sec. 48, the City Council hereby authorizes the Mayor, in the name of the City of Quincy, to consummate the sale of the City Parcels of land located in the area of the Quincy Center Urban Revitalization District, as set forth in the Land Disposition Agreement for the sum of Four Million Eight Hundred Thousand Dollars (\$4,800,000.00), to Hancock Adams Associates, LLC or to such nominee as approved by the Mayor;
3. That the Mayor is hereby authorized to execute and deliver on behalf of the City such deeds and any and all other documents of conveyance related to the sale and disposition of the City Parcels, and the granting and acceptance of any and all easement, cross easement, or other property rights in or over all other City owned land within the Quincy Center Urban Revitalization District as are required to effectuate the URDP as amended from time to time, and the Land Disposition Agreement, upon such terms and conditions as the Mayor deems in the best interest of the City of Quincy and as provided in and in furtherance of the Land Disposition Agreement.

**PASSED TO BE ORDAINED, DECEMBER 20, 2010**

**ATTEST:**



**CLERK OF COUNCIL**

**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

INTRODUCED BY **Mayor Thomas P Koch**

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO.  
ORDERED:

**2010-236A**

**October 18, 2010**

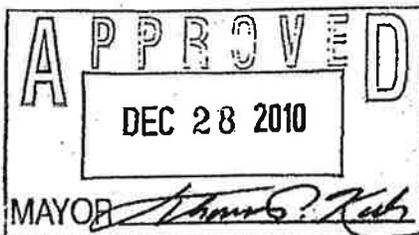
Be it ordained by the Quincy City Council that the aggregate amount of \$289,350,000 is appropriated to pay the costs associated with the purchase of public improvements associated with the Quincy Center Redevelopment Project to fulfill the obligations of the Land Disposition Agreement duly signed by the City and designated redeveloper, and for the payment of all other costs incidental and related thereto; that to meet this appropriation the Collector-Treasurer with the approval of the Mayor is authorized to borrow \$289,350,000 under MGL c44, or any other enabling authority; that the Mayor is authorized to take any other action necessary to carry out this project. The Collector-Treasurer is authorized to file an application to qualify under MGL c44A any or all of the bonds and to provide such information and execute such documents as may be required for these purposes.

**PASSED TO BE ORDAINED DECEMBER 20, 2010**

**ATTEST:**



**CLERK OF COUNCIL**



**YEAS:** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi  
**NAYS:** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

INTRODUCED BY: Mayor Thomas P. Koch

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO: 2010-236-C

December 20, 2010

ORDERED:

**Voted, to petition the General Court to the end that legislation be adopted precisely as follows. The General Court may make clerical or editorial changes of form only to the bill, unless the Mayor approves amendments to the bill before enactment by the General Court. The Mayor is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition.**

**AN ACT RELATIVE TO URBAN REDEVELOPMENT IN THE CITY OF QUINCY**

**SECTION 1.** This act is intended to facilitate urban redevelopment in the City of Quincy.

**SECTION 2.** Unless a different meaning clearly appears from the context, the following terms, wherever used in this act, shall have the following meanings:-

“City Parcels”, the two parcels of land currently owned by the City of Quincy in the Urban Renewal District that the city will transfer to the designated redeveloper who will redevelop the city parcels and other privately owned land.

“Land Disposition Agreement”, the agreement between the City of Quincy and the redeveloper pursuant to which the City of Quincy will transfer two city parcels. The Land Disposition Agreement is subject to the approval of the department of housing and community development under chapter 121B of the General Laws.

“Urban Renewal District”, the area of downtown Quincy encompassed by that certain urban renewal plan known as the Quincy Center District Urban Revitalization and Development Plan dated May 7, 2007, as amended.

“Urban Renewal Plan”, the Quincy Center District Urban Revitalization and Development Plan dated May 7, 2007, as amended.

**SECTION 3.** Notwithstanding any general or special law to the contrary, a project authorized and approved by the City of Quincy under the Land Disposition Agreement, as approved by the Department of Housing and Community Development under chapter 121B of the General Laws, shall be deemed approved for the purposes of section 3 of chapter 121A of the General Laws.

**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymond

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymond

INTRODUCED BY: Mayor Thomas P. Koch

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO: 2010-236-C

December 20, 2010

ORDERED:

**SECTION 4.** Notwithstanding any general or special law to the contrary, a project authorized and approved by the City of Quincy under the Land Disposition Agreement, as approved by the Department of Housing and Community Development under chapter 121B of the General Laws, shall be deemed approved for the purposes of section 5 of chapter 121A of the General Laws.

**SECTION 5.** Notwithstanding any general or special law to the contrary, a project authorized and approved by the City of Quincy under the Land Disposition Agreement, as approved by the Department of Housing and Community Development under chapter 121B of the General Laws, shall be deemed approved for the purposes of section 6 of chapter 121A of the General Laws.

**SECTION 6.** Notwithstanding any general or special law to the contrary, a project authorized and approved by the City of Quincy under the Land Disposition Agreement, as approved by the Department of Housing and Community Development under chapter 121B of the General Laws, shall be deemed approved for the purposes of section 6A of chapter 121A of the General Laws.

**SECTION 7.** Notwithstanding any general or special law to the contrary, the Land Disposition Agreement, as approved by the Department of Housing and Community Development under chapter 121B of the General Laws, for a project authorized thereunder shall serve as the regulatory agreement set forth in subsection c of section 18C of chapter 121A of the General Laws.

**SECTION 8.** Notwithstanding any general or special law to the contrary, the Land Disposition Agreement, as approved by the Department of Housing and Community Development under chapter 121B of the General Laws, for a project authorized thereunder shall serve as the regulatory agreement set forth in subsection e of section 18C of chapter 121A of the General Laws.

**SECTION 9.** Notwithstanding any general or special law to the contrary, the Land Disposition Agreement, as approved by the Department of Housing and Community Development under chapter 121B of the General Laws, for a project authorized thereunder shall serve as the regulatory agreement set forth in subsection f of section 18C of chapter 121A of the General Laws.

**SECTION 10.** For purposes of this act, and notwithstanding any general or special law to the contrary, chapter 898 of the acts and resolves of 1973 is hereby amended by adding the following Section 12A, Section 12B, Section 12C and Section 12D after Section 12 as appearing therein:

2

**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

INTRODUCED BY: Mayor Thomas P. Koch

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO: 2010-236-C

December 20, 2010

ORDERED:

"SECTION 12A. Subject to the provisions of paragraphs (h) and (i) of section eighteen of chapter 121 A of the General Laws, the department shall, in addition to its other powers and duties, have the powers and perform the duties from time to time conferred or imposed upon the state housing board by the provisions of sections six A, seven, seven A, eight, nine, ten, eleven, twelve, thirteen, fifteen, sixteen, sixteen A, eighteen, eighteen B and eighteen C of said chapter 121A with respect to a project thereunder in the Urban Renewal District of the City of Quincy developed pursuant to the Land Disposition Agreement, as defined in section two of An Act Relative to Urban Redevelopment in the City of Quincy, and the words "housing board" or "board" as used in said sections shall be deemed to mean the department in the case of all such projects; provided, however, that no decision of the department approving a project or any change therein or making or amending any rule, regulation or standard therefor shall be in force until approved by the mayor of said city. The department shall make, and from time to time may amend, reasonable rules and regulations for securing its approval of projects in said Urban Renewal District under said chapter 121A, and no rule, regulation or standard of the state housing board shall apply to such a project. The department shall have the powers and perform the duties conferred or imposed by this paragraph notwithstanding that it may have made a contract directly or indirectly affecting the project.

Notwithstanding the foregoing, any authority to approve eminent domain under section 11 of chapter 121A shall be exercised by the mayor and the city council of the City of Quincy, not the department.

A condominium may be organized in said Urban Renewal District for any purpose allowed by chapter 183A of the General Laws and the provisions of section 18D of chapter 121A of the General Laws shall not apply thereto. The provisions of section 9 of chapter 121A of the General Laws shall not apply to the sale or resale of any condominium unit within a secondary condominium.

SECTION 12B. Persons intending to associate themselves by written agreement of association with intent to form a corporation under chapter 121A of the General Laws for the purpose of undertaking and carrying out under said chapter a project in said Urban Renewal District before so associating themselves, or an insurance company, savings bank or group of savings banks intending to carry out under said chapter a project in said Urban Renewal District before undertaking such project, shall submit to the department and to the mayor an application for its approval of such project and for its consent to the formation of such corporation. Such application shall specify the location of the proposed project, shall state the reasons why the

**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

INTRODUCED BY: Mayor Thomas P. Koch

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO: 2010-236-C

December 20, 2010

**ORDERED:**

project is necessary or desirable and the uses to which the project is to be put, shall contain, in general terms a description of the buildings, structures or facilities which it is proposed to furnish, and shall be accompanied by a site plan and drawings of the proposed buildings and other improvements adequate to show the nature and extent of the project.

Whenever the department is so asked to approve the formation of such a corporation or the carrying out of a project by an insurance company, savings bank or group of savings banks, it shall, after a public hearing of which reasonable notice shall be given, make such determinations as may be required by the provisions of said chapter 121A, and shall determine whether conditions exist which warrant the carrying out of the proposed project, whether such project is consistent with the terms and requirements of the Land Disposition Agreement as defined in section two of An Act Relative To Urban Redevelopment in the City of Quincy, whether such project is consistent with the urban renewal plan, whether such project would be in any way detrimental to the best interests of the public or the city or to the public safety and convenience, and whether the project will constitute a public use and benefit. If the department finds that the proposed project does not meet the requirements of said chapter 121A, or that conditions warranting the carrying out of the project do not exist, or that the project will not be practicable, or conflicts with the Land Disposition Agreement as defined in section two of An Act Relative To Urban Redevelopment in the City of Quincy or the urban renewal plan as defined in section two of An Act Relative To Urban Redevelopment in the City of Quincy, or is detrimental or inconsistent as aforesaid, or will not constitute a public use and benefit, it shall disapprove the project.

The department shall prepare, adopt and make open to public inspection a report approving or disapproving the project and setting forth its reasons for approval or disapproval. If the department disapproves the project, it may suggest changes in the project, or in the plans therefor, which, if adopted, would meet its objections. If the persons intending to associate as aforesaid or an insurance company, savings bank or group of savings banks intending to carry out a project in said Urban Renewal District determine to proceed in accordance with the changes suggested, they shall amend their application accordingly. If the proposed change is not a major one under the Land Disposition Agreement as defined in section two of An Act Relative To Urban Redevelopment in the City of Quincy, the mayor of the City of Quincy and the department may approve or disapprove the application as amended without further hearing or report; otherwise the department shall proceed as if it were a new application.

Whenever the department approves a project, it shall make and embody in its report reasonable rules and regulations setting minimum standards for the financing, construction,

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**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

INTRODUCED BY: Mayor Thomas P. Koch

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO: 2010-236-C

December 20, 2010

**ORDERED:**

maintenance and management of such project in so far as the same are not specified in the application for the approval thereof, and shall submit the report to the mayor. Approval of the project shall not be final until the department receives the mayor's approval.

As soon as conveniently may be after the mayor of Quincy approves the project, the department shall issue a certificate of the approval of the project and of its consent, if any; to the formation of a corporation to carry it out. An agreement of association to form a corporation for the purposes of carrying out in said Urban Renewal District a project under said chapter 121A shall not be presented to the state secretary for filing, nor shall he file it, unless it is accompanied by such a certificate.

After the approval of a project by the department and the mayor, the corporation, insurance company, savings bank or group of savings banks carrying out such project may apply to the department for leave to change the type and character of the buildings in such project. The department shall transmit to the mayor of the City of Quincy a copy of such application. The department, if it receives a certificate evidencing the approval of the application by the mayor, shall approve such application, and the corporation may act in accordance with such approval. In the event that the change amounts to a major change under the Land Disposition Agreement as defined in section two of An Act Relative To Urban Redevelopment in the City of Quincy, the change must be approved by the mayor and the city council.

When any decision under this or the preceding section becomes final, the department shall file with the city clerk of the City of Quincy a copy of such decision attested by such department with, in cases where approval of such decision by the mayor or city council is required, a copy of such approval likewise attested. Within 30 days after such filing, any person, whether previously a party to the proceeding or not, who is aggrieved by such decision, or any municipal officer or board, may file a petition in the supreme judicial or superior court sitting in Norfolk County for a writ of certiorari against the department to correct errors of law therein and the provisions of section four of chapter two hundred and forty-nine of the General Laws shall apply to said petition except as herein provided with respect to the time for the filing thereof. The remedy provided by this paragraph shall be exclusive.

SECTION 12C. In said Urban Renewal District, the City of Quincy shall have a lien under chapter 60 of the General Laws for all amounts payable under a contract or agreement executed under section 6A of chapter 121A, and such lien shall continue in effect for three (3) years after the date on which the last installment is due and payable under such contract or agreement.

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**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

INTRODUCED BY: Mayor Thomas P. Koch

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO: 2010-236-C

December 20, 2010

ORDERED:

Payments made by the redeveloper under the provisions of the Land Disposition Agreement as defined in section two of An Act Relative To Urban Redevelopment in the City of Quincy, the City of Quincy Affordable Housing Trust, so called, shall satisfy any displaced dwelling requirements of chapter 121A of the General Laws. Said payments shall be deemed to provide a feasible method of relocation and shall be deemed to establish the existence or availability of dwellings required by chapter 121A of the General Laws.

SECTION 12D. The provisions and requirements of the foregoing Sections 12A, 12B and 12C shall apply in lieu of the provisions and requirements of section 6, section 6B and section 6C of chapter 121A of the General Laws with respect to projects in said Urban Renewal District approved under the Land Disposition Agreement as defined in section two of An Act Relative To Urban Redevelopment in the City of Quincy.”

SECTION 11. Notwithstanding chapter 40Q of the General Laws or any other general or special law to the contrary, the first installment of principal on an issue of bonds or notes issued to pay costs of any project within the Urban Renewal District of the City of Quincy shall be made not later than ten years following the original date of issue of such bonds or notes. Notwithstanding section 17 of chapter 44 of the General Laws or any other general or special law to the contrary, the City of Quincy may issue temporary loans, including temporary loans issued to refund prior temporary loans, in anticipation of the issuance of bonds to pay costs of any project within an Urban Renewal District of the City of Quincy for a period of not more than ten years from the date of issue of the original temporary loan. No part of these temporary loans shall be paid from revenue funds during such ten year period. Notwithstanding any general or special law to the contrary, bonds issued by the City of Quincy to pay costs of any project within an Urban Renewal District of the City of Quincy shall be payable over a term not in excess of 30 years, without regard to the term of any temporary loans issued by the City of Quincy in anticipation of any such bonds.

SECTION 12. Notwithstanding the provisions of sections 6A and 10 of chapter 121A of the General Laws or any other general or special law to the contrary, for projects located within the Urban Renewal District in the City of Quincy, urban renewal corporations organized under chapter 121A of the General Laws shall pay quarterly to the city the amount specified by the formulas set forth in the Land Disposition Agreement. Said formulas shall be considered specific and ascertainable amounts.

6

**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

INTRODUCED BY: Mayor Thomas P. Koch

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO: 2010-236-C

December 20, 2010

**ORDERED:**

The City of Quincy shall provide the department of housing and community development and the division of local services of the department of revenue a copy of the quarterly payments and methodologies employed in the calculation therefore, not more than 30 days after the receipt of such payments.

The 15 year period of exemption from taxation may be terminated by the City of Quincy at the end thereof or in any subsequent year following the expiration thereof, subject to the terms of the Land Disposition Agreement. The terms of this section shall apply to all project components, regardless of funding source.

Personal property of urban renewal corporations organized under chapter 121A of the General Laws located within the Urban Renewal District in the City of Quincy shall not be exempt from taxation.

**SECTION 13.** Notwithstanding the provisions of sections 22-22E of chapter 40 of the General Laws or any other general or special law to the contrary, the City of Quincy is hereby authorized to apply receipts from the operation of parking facilities constructed in the Urban Renewal District for payments specified in the Land Disposition Agreement. The City of Quincy may lease or sell air rights above city-owned land and discontinued roads and ways in the Urban Renewal District pursuant to the Land Disposition Agreement.

**SECTION 14.** Notwithstanding any general or special law to the contrary, the following definition of "lot" shall apply to redevelopment activities in the Urban Renewal District in the City of Quincy for purposes of the subdivision control law, sections 81K- 81GG of chapter 41 of the General Laws and in lieu of the definition contained in section 81L of said chapter 41. The following definition shall also apply to any city ordinance or by-law enacted pursuant to the subdivision control law.

"Lot" shall mean an area of land, or space above land, in one ownership, with definite boundaries, used, or available for use, as the site of one or more buildings or portions(s) thereof. The term "Lot" shall expressly include the vertical space above the land so as to create air rights parcels.

**SECTION 15.** Notwithstanding any general or special law to the contrary, for projects in the Urban Renewal District of the City of Quincy, the Land Disposition Agreement shall be a contract and all the provisions of section fourteen of chapter 121A of the General Laws shall apply to that contract. In addition to the specific items set forth in clauses (a) (b) and (c) of the first paragraph

**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

INTRODUCED BY: Mayor Thomas P. Koch

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO: 2010-236-C

December 20, 2010

**ORDERED:**

in said section fourteen, the contract may obligate the City of Quincy to cause the construction of parking garages by the corporation or its redeveloper and to subsequently acquire them from the corporation or its redeveloper in accordance with the terms of the Land Disposition Agreement. Without limiting the generality of the foregoing, the construction of a project under the Land Disposition Agreement shall not be subject to any provision of law relating to publication or advertising for bids but shall be subject to the provisions of the Land Disposition Agreement and sections 26 to 27F, inclusive, of chapter 149 of the General Laws.

**SECTION 16.** Notwithstanding any general or special law to the contrary, compliance with the notice requirements pertaining to the execution by the City of Quincy of the Land Disposition Agreement and the procedural requirements pertaining to such execution is deemed to constitute compliance with all notice and procedural requirements of section fifteen 15A of chapter 40 of the General Laws or any other general or special law with regard to the transfer of land held by the City of Quincy from one municipal purpose to another municipal purpose for the city parcels and the land beneath the discontinued roads and ways as part of the urban renewal plan and located within the Urban Renewal District, pursuant to the Land Disposition Agreement or otherwise. Upon the execution by the City of the Land Disposition Agreement, the City of Quincy shall be deemed to hold all such land for urban renewal purposes. Notwithstanding such land being transferred and held for said purposes, until such time as the City of Quincy actually conveys such lands, the City of Quincy is authorized to continue to use such lands for the purposes for which they are used immediately prior to the effective date of this act.

**SECTION 17.** Notwithstanding any general or special law to the contrary, whenever any successor interest acquires through sale, assignment or transfer any project or portion of a project approved under the Land Disposition Agreement, such successor interest shall retain the powers, rights, privileges, benefits, and exemptions set forth in chapter 121A of the General Laws, and shall be bound by all agreements executed with the City of Quincy pursuant to chapter 121A of the General Laws. Where such successors are unit purchasers in a condominium, the obligations under any contract executed under section 6A of chapter 121A for such project shall be allocated to the individual unit owners in accordance with their percentage interest in the common areas of such condominium and shall be enforced and collected on such basis. Where a corporation executes separate contracts under Section 6A of chapter 121A, as modified by this act, for individual portions of a project, such contract shall be enforceable as against such portion as if a separate corporation in each case executed such a contract. Subject to the provisions of this act, the period of 15 years or such further time as may be provided herein shall be computed from the date of organization of the urban renewal corporation which initiated the project.

**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymond

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymond

INTRODUCED BY: Mayor Thomas P. Koch

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO: 2010-236-C

December 20, 2010

ORDERED:

**SECTION 18.** Whenever a project is undertaken pursuant to this act, the City of Quincy shall be authorized to execute and deliver a parking management agreement with the redeveloper for a term not in excess of 30 years, executed and delivered pursuant to the Land Disposition Agreement.

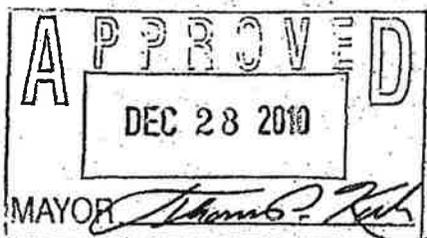
**SECTION 19.** This act shall take effect upon its passage.

**PASSED TO BE ORDAINED, DECEMBER 20, 2010**

**ATTEST:**



**CLERK OF COUNCIL**



**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

INTRODUCED BY: Mayor Thomas P. Koch

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO: 2010-236-B

December 16, 2010

ORDERED:

That in furtherance of urban redevelopment in the Quincy Center Urban Revitalization District, pursuant to the Quincy Center Urban Revitalization and Development Plan, as amended from time to time, the Mayor of the City of Quincy is hereby authorized to enter into written agreements required by M.G.L. Chapter 121A Section 6A, from time to time, in substantially in the form as follows, as such Mayor deems to be in the best interests of City of Quincy in accordance to the terms of the Land Disposition Agreement between the City of Quincy and Hancock Adams Associates, LLC.

**Contract between the City of Quincy and  
Inc.**

**Pursuant to Section 6A of Chapter 121A of the**

This Agreement ("Agreement") made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, under Sections 6A, 10, 15 and 18C of Chapter 121A of the General Laws of the Commonwealth of Massachusetts and Chapter \_\_\_ of the Acts of \_\_\_\_\_ [Add Special Legislation citation] (collectively, "Chapter 121A") is by and between \_\_\_\_\_ Inc., a \_\_\_\_\_ (hereinafter referred to as the "Developer") and the City of Quincy, a municipal corporation of the Commonwealth of Massachusetts (hereinafter referred to as the "City").

WITNESSETH THAT:

WHEREAS, the Developer [is party to/is an affiliate of \_\_\_\_\_ the "Redeveloper" under] that certain Land Disposition Agreement with the City of Quincy dated \_\_\_\_\_, \_\_\_\_\_ (the "LDA") which Land Disposition Agreement has been approved by the City and by the Commonwealth of Massachusetts, Department of Housing and Community Development (the "Department").

WHEREAS, the Redeveloper has filed with the City of Quincy the Financial Submission in connection with Step # \_\_\_, as defined in and required by the LDA, which pertains, inter alia, to the construction of the improvements described below (the "Project") in that certain section of downtown Quincy (the "New Quincy Center Area") that is subject to the Quincy Center District Urban Revitalization and Development Plan dated May 7, 2007 (including all amendments thereto, the "URDP") and commonly known as [street address], Quincy, Massachusetts (the "Project Site"). [Assumes that there will be multiple Projects/Projects Sites due to subdivision of the city parcels and other land that is subject to the LDA – including vertical subdivisions.]

1

**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

INTRODUCED BY: Mayor Thomas P. Koch

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO: 2010-236-B

December 16, 2010

ORDERED:

WHEREAS, as more particularly described in the LDA, the Project consists of the acquisition of the fee interest in the Project Site by the Developer, the construction on the Project Site of [describe improvements] containing approximately \_\_\_\_\_ square feet of gross leasable area (the "Building"), the certification of the Developer as a 121A entity with authorization to undertake and carry out the Project, and the ground lease of the Project Site by the Developer to

\_\_\_\_\_, the Mayor of the City has approved the Financial Submission in accordance with the LDA.

WHEREAS, pursuant to the requirements of Chapter 121A, the Developer has executed a Regulatory Agreement of even date with the City (the "Regulatory Agreement").

WHEREAS, pursuant to the provisions of Chapter 121A, the City and the Developer have determined to enter into this Agreement.

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 hereby agree as follows:

1. Agreement to Undertake 121A Project. The Developer hereby agrees with the City that all activities of the Developer will be undertaken in accordance with the provisions of Chapter 121A as now in effect, the LDA and the Regulatory Agreement. Such activities of the Developer include, without limitation, acquiring fee simple title in the Project Site, or such other interests as are sufficient, in the Developer's determination, to undertake and complete the Project, ground leasing the Project Site to \_\_\_\_\_, and causing the Project to be constructed, maintained and operated in accordance with the LDA.
2. Contract Payments. The Developer hereby agrees to make the following annual payments (the "121A Payments") to the City in lieu of ad valorem real estate taxes that would otherwise be assessed on the Project Site and acknowledges that the 121A Payments are likely to exceed the amount of ad valorem real property taxes that would otherwise be assessed on the Project Site:
  - A. For a period of the sooner of (i) thirty-six (36) calendar months, commencing on the Effective Date of this Agreement; or (ii) substantial completion of the Project, as evidenced by the issuance by the City of a temporary certificate of occupancy for

**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

INTRODUCED BY: Mayor Thomas P. Koch

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO: 2010-236-B

December 16, 2010

ORDERED:

the Building, the Developer shall pay \$ \_\_\_\_\_ per annum. [Amount to be completed from data in Financial Submission demonstrating compliance with Section 4.03(b) of the LDA]

B. Thereafter, for the balance of the term of this Agreement, the Developer shall pay the following amounts: [Amounts to be completed from data in Financial Submission demonstrating compliance with Section 4.03(d) of the LDA - amount escalates every 5 years]

- i. Commencing on \_\_\_\_\_ until \_\_\_\_\_ \$ \_\_\_\_\_ per annum
- ii. Commencing on \_\_\_\_\_ until \_\_\_\_\_ \$ \_\_\_\_\_ per annum
- iii. Commencing on \_\_\_\_\_ until \_\_\_\_\_ \$ \_\_\_\_\_ per annum
- iv. Commencing on \_\_\_\_\_ until \_\_\_\_\_ \$ \_\_\_\_\_ per annum
- v. Commencing on \_\_\_\_\_ until \_\_\_\_\_ \$ \_\_\_\_\_ per annum
- vi. Commencing on \_\_\_\_\_ until \_\_\_\_\_ \$ \_\_\_\_\_ per annum

C. DIF Maintenance Fund Payments. In addition to the 121A Payments, the Developer agrees to pay the following amounts to be used by the City in accordance with Section 4.03(e) of the LDA: [Amounts to be completed from data in Financial Submission demonstrating compliance with Section 4.03(e) of the LDA - amount escalates every 5 years]

- vii. Commencing on \_\_\_\_\_ until \_\_\_\_\_ \$ \_\_\_\_\_ per annum
- viii. Commencing on \_\_\_\_\_ until \_\_\_\_\_ \$ \_\_\_\_\_ per annum
- ix. Commencing on \_\_\_\_\_ until \_\_\_\_\_ \$ \_\_\_\_\_ per annum
- x. Commencing on \_\_\_\_\_ until \_\_\_\_\_ \$ \_\_\_\_\_ per annum
- xi. Commencing on \_\_\_\_\_ until \_\_\_\_\_ \$ \_\_\_\_\_ per annum
- xii. Commencing on \_\_\_\_\_ until \_\_\_\_\_ \$ \_\_\_\_\_ per annum

3. Timing of Payments.

A. All payments due hereunder shall be paid in quarterly installments on or before April 1, July 1, October 1 and January 1 of each year. Late payments will bear interest at the rate equal to the rate charged for delinquent real estate accounts by the City Assessor pursuant to M.G.L. c. 60. The City shall have all rights and remedies available to it under law for the collection of payments due hereunder in the event the Developer breaches its duty to pay.

**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymond

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymond

INTRODUCED BY: Mayor Thomas P. Koch

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO: 2010-236-B

December 16, 2010

ORDERED:

- B. Payment of amounts due hereunder shall be equitably pro rated for any partial year during the periods set forth in this Section.
4. 121A Payments Parity. The City recognizes that the 121A Payments due hereunder, in substantial measure, are intended to underwrite the City's cost in funding the Implementing Public Improvements, as defined in the LDA, and that the 121A Payments, for a number of years, are anticipated substantially to exceed the ad valorem real estate taxes that the City could levy on new development in the New Quincy Center Area such as the Project. The City would, however, have the authority under Chapter 121A, if the applicable statutory and regulatory requirements were satisfied and, if City so elected, in its sole discretion, to grant favorable tax treatment to other owners in the New Quincy Center Area which, if at a rate more favorable than the 121A Payments paid by the Developer hereunder, could undermine the financial stability of the Redevelopment Properties (as defined in the LDA) and conflict with the purposes of the URDP. Therefore, the City has agreed that the tax payments under 121A Agreements or Development Covenants (as provided for in the URDP) entered into by the City with other owners of properties in the New Quincy Center Area put to the same use as the Project (other than with the Excluded Owners as defined in Exhibit A to the LDA, which may be at such rates as the City in its sole discretion shall determine) shall be no less than those in this Agreement or another Agreement entered into, or to be entered into, by the Developer for the same use for a period of eleven (11) years commencing on \_\_\_\_\_ (the "Parity Period"). [Date will be the date of the issuance of the Certificate of Consistency for Step 1 of the Redevelopment Properties (as defined in the LDA).] In the event that the City breaches this section of this Agreement, the City shall have a thirty (30) day period to cure such breach, commencing on the date of notice from the Developer. In the event that the City fails to cure such breach within the cure period, then, for (a) the remainder of the Parity Period, or (b) as long as such breach continues, whichever is shorter, the 121A Payments due hereunder shall be recalculated to make them consistent with the agreement(s) entered into by the City with the other owner(s) of property put to the same use in the New Quincy Center Area, but in no event less than the Existing Real Estate Tax Payment, as defined in Section 4.03(d) of the LDA.

The Developer acknowledges that the City cannot require a third party to form a 121A corporation. Rather, if a third party, as part of its approval process under the URDP, desires to use any of the Public Parking Improvements purchased by the City under the LDA, the City may, alternatively, require such third party to execute a Development Covenant but which would be subject to the foregoing parity provisions.

4

**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

INTRODUCED BY: Mayor Thomas P. Koch

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO: 2010-236-B

December 16, 2010

ORDERED:

5. City Election to Change Tax Assessment. The City, annually until exercised, shall have the election following the fifteenth (15th) anniversary of the date of this Agreement, on no less than one hundred eighty (180) days' notice to the Developer, (a) to convert the 121A Payments due hereunder for the balance of the term of this Agreement to ad valorem real estate taxes, or (b) to terminate this Agreement as to the New Growth Tax Payment Component and the Special Assessment Payment Component under the LDA, but not as to the DIF Maintenance Fund Payment, and to revert to such ad valorem real estate taxes. Such decision shall be made by the City Council upon recommendation from the Mayor. Upon the termination of this Agreement as to the Project, the Developer shall pay or cause to be paid a pro-forma tax to cover the time period between such termination of this Agreement and the period under which the Project becomes taxable pursuant to Chapter 59 of the General Laws, which pro-forma tax shall be equal to the 121A Payments for such period if the Project or portion thereof had remained subject to this Agreement. Such amount for the balance of the calendar year during which this Agreement terminates shall be payable within six (6) months following the month in which this Agreement expires or terminates. Neither the Project nor the Developer shall thereafter 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 Agreement.
6. Amendments to Chapter 121A. The Developer and the City further agree that, without mutual consent, any amendment subsequent to the delivery of this Agreement of any of the provisions of Chapter 121A of the General Laws or of Chapter \_\_\_ of the Acts of \_\_\_\_\_ [Special Legislation] now applicable to the Project shall not affect this Agreement.
7. Notices: All notices required pursuant to this Agreement shall be in writing and delivered by hand or mailed postage prepaid, by registered or certified mail, addressed as follows:

If to the City:

Mayor  
City of Quincy  
City Hall  
1305 Hancock Street  
Quincy, Massachusetts 02169

and

Office of Solicitor  
City of Quincy

5

**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

INTRODUCED BY: Mayor Thomas P. Koch

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO: 2010-236-B

December 16, 2010

ORDERED:

City Hall  
1305 Hancock Street  
Quincy, Massachusetts 02169

with copies to:

Thomas R. Kiley, Esq.  
Cosgrove, Eisenberg & Kiley, P.C.  
One International Place  
Boston, Massachusetts 02110

and

Robert A. Fishman, Esq.  
Nutter, McClennen & Fish, LLP  
Seaport West  
155 Seaport Boulevard  
Boston, Massachusetts 02210

If to the Developer:

Street-Works Development LLC  
30 Glenn Street, Fourth Floor  
White Plains, New York 10603  
Attention: Mr. Kenneth Narva

And

Mr. Jeffrey Levien (each by separate transmittal)

with a copy to:

Robert C. Davis, Esq.  
Goulston & Storrs, P.C.  
400 Atlantic Avenue  
Boston, MA 02110

Each party may designate a different address provided that notice of said change is first given 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.

8. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. In the case of the Developer, no successor shall benefit from the provisions of this Agreement unless it has

**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

INTRODUCED BY: Mayor Thomas P. Koch

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO: 2010-236-B

December 16, 2010

ORDERED:

been approved by the City, and as a condition of any such approval, the City shall cause such successor to enter into a new 121A Agreement, on substantially the same terms as this Agreement.

9. Limited Recourse. The liability of Developer hereunder shall be limited solely to its interest in the Project Site, and no partner, venturer, trustee, beneficiary, shareholder, officer, director, employee, agent, or the like of the Developer or their respective successors or assigns (including, without limitation, mortgagees), or any person or entity directly or indirectly holding any interests in any of the foregoing from time to time, shall have or be subject to any personal liability hereunder or under any agreement or undertaking related hereto or required hereby. After the expiration of the term of this Agreement, or if sooner, its permitted termination, or authorized transfer of the Project to another party, the Developer shall no longer be subject to the future obligations hereunder (but shall remain liable for any outstanding and unpaid 121A Payments) and shall have no further liability hereunder with respect to the Project, the City agreeing to look solely to such transferee for satisfaction of such future obligations.
10. Effective Date. The "Effective Date" of this Agreement shall be the date on which the Developer acquires fee simple title to undertake and to complete the Project, in all of the land comprising the Project Site, which shall be the same date as a Step Closing under the LDA.
11. Term of Agreement. The Term of this Agreement shall be thirty (30) years, commencing on the date hereof, unless sooner terminated by the City in accordance with the terms hereof.
12. Intent of Parties; Enforceability. This Agreement has knowingly been entered into by the Developer at rates higher than current ad valorem real estate taxes, with full advice of counsel, and with the full understanding and agreement by the Developer that the obligation to pay such higher payments is a binding, enforceable obligation of each 121A corporation and its successors and assigns, non-dischargeable in bankruptcy and terminable only by the City as provided in Section 4.03(f) of the LDA. All amounts payable under this Agreement shall be secured by a lien of the property to which this Agreement is applicable with the priority of the lien established under M.G.L. c. 60, and such lien shall continue in effect for three (3) years after the last payment is due thereunder and shall be collected against the corporation and its property in accordance with Chapters 59 and 60. The secure and timely receipt by the City of such payments at rates higher than

**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

INTRODUCED BY: Mayor Thomas P. Koch

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO: 2010-236-B

December 16, 2010

ORDERED:

current ad valorem real estate taxes is a material, essential term of the LDA required for the financing of the City Bonds and the purchase model redevelopment plan embodied therein. Without such assured cash flow, the City would not have (a) executed the LDA, (b) agreed to sell the City Parcels to the Developer, or (c) agreed to issue bonds to pay for the Public Improvements under the LDA.

- 13. 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.
- 14. Lender Subordination. This Agreement shall be superior in chain of title to any mortgage now or hereafter encumbering the Project Site. Any holder of any such mortgage agrees, for itself, successor and assigns, to be bound by the terms of this Agreement.
- 15. Municipal Lien Certificate. The City agrees that it shall, upon request, provide the Developer with a municipal lien certificate or its equivalent, in recordable form, reflecting payments made pursuant to this Agreement.

EXECUTED as a sealed instrument the day and year first above written.

Approved as to form:

CITY OF QUINCY

By: \_\_\_\_\_  
City Solicitor

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chair, Board of Assessors

REDEVELOPER

By: \_\_\_\_\_  
Name:  
Title:  
Hereunto duly authorized

**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymond

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymond

INTRODUCED BY: Mayor Thomas P. Koch

**CITY OF QUINCY  
IN COUNCIL**

ORDER NO: 2010-236-B

December 16, 2010

ORDERED:

**END OF APPROVED FORM OF AGREEMENT**

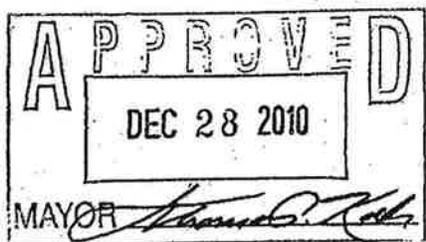
**EXECUTION AND SIGNATORS SHALL BE APPROVED BY THE CITY SOLICITOR**

**PASSED TO BE ORDAINED, DECEMBER 20, 2010**

**ATTEST:**



**CLERK OF COUNCIL**



**YEAS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi

**NAYS** Coughlin, Finn, Gutro, Keenan, Laforest, McFarland, McNamee, Palmucci, Raymondi