



City of Quincy

Massachusetts

OFFICE OF THE CITY COUNCIL
1305 HANCOCK STREET
QUINCY, MA 02169

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City Council Meeting Monday, November 21, 2016 - 7:30 PM The Great Hall

1. 2016 – 266 – Order – Tax Incremental Financing Agreement, Granite Telecommunications Corp./Foxrock Heritage One Realty, LLC, 61 Heritage Drive Mayor Koch
2. 2016 – 267 – Order – Land Disposition Agreement, Parcel R1, Hancock Parking Lot Mayor Koch
3. 2016 – 268 – Appropriation – \$200,000 to Sewer Department Contractual from Sewer & Drain Rehabilitation Fund Mayor Koch
4. 2016 – 269 – Appropriation – \$180,000 to Water Department Contractual from Water Enterprise Fund, 2016 Retained Earnings Mayor Koch
5. 2016 – 248 – Order – Authorizing the MBTA to Lease Air Rights Over its North Quincy Transportation Facility Mayor Koch
6. 2016 – 249 – Ordinance – Amending Title 17 to add a New Section, Section 8.5 entitled “Transit Oriented Districts” Mayor Koch
7. 2016 – 270 – Ordinance – Quincy Employment Plan Councillor Palmucci
Councillor Harris
Councillor Liang

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It is anticipated that one or more matters contained within the City Council Calendar, including any or all listed items pending in Committee, may be discussed and acted upon at this meeting. For a full Council Calendar, go to www.quincyma.gov

Tel. (617) 376-1341, FAX (617) 376-1345 CITY (617) 376-1375

INTRODUCED BY: **MAYOR THOMAS P. KOCH**

CITY OF QUINCY
IN COUNCIL

ORDER NO. 2016-266

ORDERED:

November 21, 2016

**TAX INCREMENT FINANCING AGREEMENT
BY AND BETWEEN
THE CITY OF QUINCY
AND
FOXROCK HERITAGE ONE REALTY, LLC**

This AGREEMENT is made this day of November, 2016 by and between the City of Quincy, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having a principal place of business at City Hall, 1305 Hancock Street, Quincy, Massachusetts 02169 (hereinafter referred to as the “CITY”), and FoxRock Heritage One Realty, LLC, a limited liability company having a current place of business at 100 Newport Avenue Extension, Quincy, Massachusetts 02169 (hereinafter referred to, together with any successors in interest, as the “LESSOR”).

WITNESSETH

WHEREAS, the CITY has been designated as an Economic Target Area (“ETA”) by the Massachusetts Economic Coordinating Council (the “EACC”);

WHEREAS, the LESSOR is the owner of the property located at 61 Enterprise Drive consisting of the parcels of land shown on Quincy Assessors’ Map 6161/36/17, together with the buildings and improvements thereon, as further described on the map in Exhibit A attached hereto, (the “FACILITY”);

WHEREAS, the LESSOR has committed to constructing, remodeling, equipping and improving the FACILITY at an estimated cost of \$4,300,000 (including leasehold improvements made from time to time by any tenants at the FACILITY) (the “CERTIFIED PROJECT”). The FACILITY will be leased to one or more tenants (collectively, the “LESSEES”);

WHEREAS, the CERTIFIED PROJECT, when completed and fully operational, will create at least two hundred and fifty (250) additional, full-time jobs at the FACILITY;

WHEREAS, the LESSOR is seeking a Tax Increment Financing Exemption from the CITY (the “EXEMPTION”) in order to benefit the LESSOR, and any LESSEES that have executed a participating user joinder agreement (the “PARTICIPATING USER JOINDER AGREEMENT”) substantially in the form attached hereto as Exhibit C and hereby approved by the CITY (the “PARTICIPATING USERS”), in accordance with the Massachusetts Economic Development Incentive Program and Chapter 23A of the Massachusetts General Laws:

WHEREAS, the aggregate assessed valuation of the FACILITY for fiscal year 2017 is \$20,662,800;

WHEREAS, the CITY strongly supports increased economic development to provide additional jobs for residents of the CITY, to expand commercial and industrial activity within the CITY and to develop a healthy economy and stronger tax base;

WHEREAS, the CERTIFIED PROJECT will assist in the retention and expansion of a Quincy based company that has shown a long term commitment to growing and creating jobs in the CITY and will further the economic development goals and the criteria established for the ETA;

NOW, THEREFORE, in consideration of the mutual covenants of the parties’ contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, that the parties hereby agree as follows:

A. TAX INCREMENT FINANCING EXEMPTION

1. The CITY, as authorized by vote of its City Council adopted on November , 2013, hereby enters into this Tax Increment Financing Agreement (the “AGREEMENT”) with the LESSOR for the CERTIFIED PROJECT and any PARTICPATING USERS that are the subject of an approved PARTICIAPTING USER JOINDER AGREEMENT.
2. The EXEMPTION is hereby granted by the CITY to the LESSOR in accordance with Chapter 23A, Section 3E; Chapter 40, Section 59; and Chapter 59, Section 5 of the Massachusetts General Laws. The EXEMPTION shall be for a period of twenty (20) years (the “EXEMPTION PERIOD”), commencing with fiscal year 2018 (which begins July 1st , 2017) and ending with fiscal year 2037 (which ends June 30th , 2037), and shall provide a percentage exemption from taxation, as described in the table below, on the increased value of the FACILITY. The EXMPTION shall be calculated and remain unchallenged for each fiscal year as follows:

3. YEAR	FISCAL YEAR	TAX EXEMPTION
1	2018 (7/1/2017 – 6/30/18)	100% of the increase in valuation
2	2019 (7/1/2018 – 6/30/19)	100% of the increase in valuation
3	2020 (7/1/2019 – 6/30/20)	100% of the increase in valuation
4	2021 (7/1/2020 – 6/30/21)	100% of the increase in valuation
5	2022 (7/1/2021 – 6/30/22)	100% of the increase in valuation
6	2023 (7/1/2022 – 6/30/23)	100% of the increase in valuation

7	2024 (7/1/2023 – 6/30/24)	100% of the increase in valuation
8	2025 (7/1/2024 – 6/30/25)	100% of the increase in valuation
9	2026 (7/1/2025 – 6/30/26)	100% of the increase in valuation
10	2027 (7/1/2026 – 6/30/27)	100% of the increase in valuation
11	2028 (7/1/2027 – 6/30/28)	90% of the increase in valuation
12	2029 (7/1/2028 – 6/30/29)	80% of the increase in valuation
13	2030 (7/1/2029 – 6/30/30)	70% of the increase in valuation
14	2031 (7/1/2030 – 6/30/31)	60% of the increase in valuation
15	2032 (7/1/2031 – 6/30/32)	50% of the increase in valuation
16	2033 (7/1/2032 – 6/30/33)	40% of the increase in valuation
17	2034 (7/1/2033 – 6/30/34)	30% of the increase in valuation
18	2035 (7/1/2034 – 6/30/35)	20% of the increase in valuation
19	2036 (7/1/2035 – 6/30/36)	10% of the increase in valuation
20	2037 (7/1/2036 – 6/30/37)	0% of the increase in valuation

4. The EXEMPTION formula for the CERTIFIED PROJECT will be calculated as prescribed by the Massachusetts General Laws Chapter 40, Section 59 and in 760 CMR 22.00. The EXEMPTION formula shall apply to the incremental difference in the assessed valuation of the FACILITY benefited by the EXEMPTION between the base valuation in the base year, which shall be fiscal year 2017, and the increase in assessed valuation of the FACILITY for the next twenty (20) years.
5. The base valuation for FY 2017 is the assessed value of the FACILITY in the fiscal year immediately prior to the fiscal year in which the property becomes eligible for the EXEMPTION.
6. The LESSOR hereby agrees to reduce the LESSEES' real estate taxes they will pay for occupancy of the FACILITY on a pro rata basis allocated on the square footage of the facility occupied by each of the LESSEES according to Paragraph A, Section 3 above.

B. Conditions

The EXEMPTION granted to the LESSOR by the CITY hereby is in consideration of the LESSOR'S commitments stated hereafter as follows:

1. To create by the end of FY 2017 new, permanent, full-time job by the LESSOR, or its affiliates, and fifty (50) such jobs by the LESSEES as outlined in the CERTIFIED PROJECT APPLICATION, dated November 9, 2016, submitted to the CITY by the LESSOR in connection with the LESSOR'S request for the EXEMPTION, and any additional CERTIFIED PROJECT APPLICATIONS submitted, from time to time, by any LESSEES; and hire residents of the CITY and the ETA as outlined in the WORK FORCE ANALYSIS AND JOB CREATION PLANS section of the CERTIFIED PROJECT APPLICATIONS;

2. To invest a total of \$31,700,000 for the purchase of the FACILITY and at least \$4,300,000 in new construction, improvements, renovations, equipment, and leasehold improvements at the FACILITY as described in the CERTIFIED PROJECT APPLICATIONS which new construction, improvements, renovations, and leasehold improvements, equipment purchases and leasehold improvements in excess of an aggregate of \$4,300,000 may be made and qualified as part of the CERTIFIED PROJECT as long as this Agreement is outstanding;
3. To cooperate with the South Coastal Area Workforce Investment Board, the local Office of the Massachusetts Department of Employment and Training and other agencies, as appropriate, in seeking to fill job vacancies with the PARTICIPATING USERS as they develop, and operate a job outreach program whereby Quincy residents are made aware of job opportunities with the PARTICIPATING USERS, including advertising in the local newspapers encouraging such residents to apply for employment with the PARTICIPATING USERS anytime advertisements are otherwise placed by the PARTICIPATING USERS for employment at the FACILITY and hire properly qualified Quincy residents on a priority basis consistent with any applicable laws or regulations;
4. To use best efforts to afford priority to local contractors, vendors and suppliers, in connection with the construction of the CERTIFIED PROJECT and the operation of the FACILITY, subject to any applicable laws or regulations, and assuming equal qualification;
5. To have all PARTICIPATING USERS' vehicles (except employees' personal vehicles or vehicles under lease) used in connection with the FACILITY, garaged so that any local motor vehicle excise tax owned with respect to such vehicles will be paid to the CITY;
6. To submit the annual EACC reports on job creation, job retention and new investments at the FACILITY to the CITY by **September 30** of each year during the EXEMPTION PERIOD;
7. To pay all taxes owed the CITY relation to the FACILITY premises in a timely fashion;
8. To contribute \$15,000 per year to the Quincy School Community Partnership for the Life of the TIF.
9. All Personal Property Tax on property used in connection with business conducted at the FACILITY is 100% exempt for the life of the TIF.
10. To permit the CITY, through its Mayor, to manage, administer, monitor and enforce this AGREEMENT, and approve on behalf of the CITY, any PARTICIPATING USERS consistent with this AGREEMENT; and

C. Additional Provisions

1. The PARTICIPATING USERS and the LESSOR agree that the CITY has the right to petition to the EACC to decertify the project and revoke this AGREEMENT if the CITY, acting through its Mayor and City Council, determine that the LESSOR or the PARTICIPATING USERS have failed in any material way to meet any of their obligations as set forth in this AGREEMENT. Upon decertification by the EACC, the CITY shall discontinue the EXEMPTION benefits described above, commencing with the fiscal year immediately following the year for which the LESSOR or the PARTICIPATING USERS so failed to meet their obligations. Prior to filing any such petition for decertification, however, the CITY shall give the PARTICIPATING USERS and the LESSOR written notice of the alleged defaults and an opportunity to cure, or in the alternative, to be heard at a public hearing on the matter. If the CITY is satisfied that the PARTICIPATING USERS and the LESSOR have made a good faith effort to meet their obligations under this AGREEMENT, the parties will attempt to negotiate a mutually acceptable and reasonable resolution, which may result in amendments to the terms of this AGREEMENT, prior to the CITY filing a decertification petition.
2. The PARTICIPATING USERS and the LESSOR shall give to the city two (2) months written notice prior to any proposed change in the use of, or proposed disposition of the FACILITY by the PARTICIPATING USERS and the LESSOR. Said notice shall be given to the Mayor, City Hall, 1305 Hancock Street, Quincy, MA 02169. The CITY shall not, except as required by law, disclose any information provided by the LESSOR regarding the proposed change in the use of, or proposed disposition of, the FACILITY by the LESSOR or the PARTICIPATING USERS.
3. Pursuant to 760 CMR 22.05 (8) (d), this AGREEMENT shall be binding upon all parties to it, and be binding upon the PARTICIPATING USERS and the LESSOR and their successors and assigns and shall inure to the benefit of affiliates of the PARTICIPATING USERS and the LESSOR so long as the Project has not been decertified by the EACC.
4. The Project becomes eligible for the EXEMPTION on the July 1st following the date on which the EACC approves the TIF Plan pursuant to which this AGREEMENT is executed, as provided in 760 CMR 22.05 (4)(d).
5. If any provision of this AGREEMENT shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of this AGREEMENT shall be deemed to be amended to the minimum extent necessary to provide to the CITY, the LESSOR and to the PARTICIPATING USERS substantially the benefits set forth in this AGREEMENT.

6. All notices permitted or required under the provisions of this AGREEMENT shall be in writing, and shall be sent by registered or certified mail, postage prepaid, or shall be delivered by private express carrier to the addresses listed above or at such other address as may be specified by a party in writing and served upon the other in accordance with this section.
7. If and to the extent that either party is prevented from performing its obligations hereunder by and event of force majeure, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this AGREEMENT, the term force majeure shall mean any supervening cause beyond the reasonable control of the affected party, including without limitation requirement of statute or regulation; action of any court, regulatory authority, or public authority having jurisdiction; acts of God, fire, earthquake, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnations, laws or orders of governmental or military authorities, denial of, refusal to grant or appeals of any permit, approval or action of any public or quasi public authority, official, agency or subdivision and any litigations relating thereto, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligations.
8. Failure by the Lessor to perform any term or provision of this AGREEMENT shall not constitute a default under this AGREEMENT unless the PARTICIPATING USERS and the LESSOR fail to commence to cure, correct or remedy such failure within thirty (30) days of the receipt of written notice of such failure from the CITY to PARTICIPATING USERS and the LESSOR and thereafter fails to complete such cure, correction or remedy within ninety (90) days of the receipt of such written notice, or, with respect to defaults which cannot be remedied within such ninety (90) day period, within such additional period of time as is required to reasonably remedy such default, provided the PARTICIPATING USERS and the LESSOR exercise due diligence in the remedying of such default. Notwithstanding the foregoing, any late payments of property taxes due under this AGREEMENT shall be subject to the same interest and penalty charges that would otherwise be levied in case of a failure to timely pay property taxes.

9. After receiving written notice from any person, firm or other entity, that such party holds a mortgage which includes as part of all of the mortgaged premises, any part of the FACILITY, the CITY shall, so long as such mortgage is outstanding, be required to give to such holder the same notice as is required to be given to the PARTICIPATING USERS and the LESSOR under the terms of this AGREEMENT, but such notice May be given by the CITY to the PARTICIPATING USERS and the LESSOR and such holder concurrently. It is further agreed that such holder shall have the same opportunity to cure any default as is available to the LESSOR and that such holder shall have forty-five (45) days more to cure any such default than would be available to the PARTICIPATING USERS and the LESSOR under the provisions of this AGREEMENT. In addition, so long as any such holder, within seventy-five (75) days of receiving any such notice from the CITY, shall commence proceedings for foreclosure of any such mortgage and shall, in the meantime, keep and perform or cause to be kept and performed all the obligations of the PARTICIPATING USERS and the LESSOR, or shall undertake to cure any default under or failure of PARTICIPATING USERS and the LESSOR to satisfy any condition of this AGREEMENT, to the extent that any such actions can be performed or undertaken by a party proceeding under foreclosure under applicable law, no default or failure of any condition shall exist under this AGREEMENT. Notwithstanding the foregoing, any late payments of property taxes due under this AGREEMENT shall be subject to the same interest and penalty charges that would otherwise be levied in case of a failure to timely pay property taxes.

WITNESSETH the execution and delivery of this AGREEMENT by the CITY OF QUINCY, and Foxrock Heritage One Realty LLC, as an instrument under seal as of the date first above written.

CITY OF QUINCY

FOXROCK HERITAGE ONE REALTY, LLC

By: _____

By: _____

Attachments:

Exhibit A: Site Plan

Exhibit B: Participating User Joinder Agreement

INTRODUCED BY: **MAYOR THOMAS P. KOCH**

CITY OF QUINCY
IN COUNCIL

ORDER NO. 2016-268

ORDERED:

November 21, 2016

Upon the recommendation of the Commissioner of Public Work, and with the approval of His Honor, the Mayor, the following sum is hereby appropriated:

The sum of \$200,000 to Account No. 761052-530303 Sewer Department Contractual account within the Department of Public Works for the sewer repairs in the East Squantum Street – Atlantic Area, including cross country sections.

The same to be transferred from Sewer & Drain Rehabilitation Fund

INTRODUCED BY: **MAYOR THOMAS P. KOCH**

CITY OF QUINCY
IN COUNCIL

ORDER NO. 2016-269

ORDERED:

November 21, 2016

Upon the recommendation of the Commissioner of Public Work, and with the approval of His Honor, the Mayor, the following sum is hereby appropriated:

The sum of \$180,000 to Account No. 765052-530303 Water Department Contractual account within the Department of Public Works for watermain, gate valve, and hydrant replacement, and water service replacement as necessary in the intersection of East Squantum Street and Newbury Avenue.

The same to be charged to Water Enterprise Fund, 2016 Retained Earnings

INTRODUCED BY: **MAYOR THOMAS P. KOCH**

CITY OF QUINCY
IN COUNCIL

ORDER NO. 2016-248

ORDERED:

October 17, 2016

BE IT ORDAINED by the City Council of the City of Quincy that the council hereby grants its consent to the Massachusetts Bay Transportation Authority to lease for a term or terms not to exceed ninety-nine years, upon such conditions as it deems advisable, air rights and space over the rapid transit and other transportation facilities owned by the authority in North Quincy located off of West Squantum Street between Newport Avenue and Hancock Street - including rights for support, access, utilities, light and air - for such nontransportation purposes as, in the opinion of the authority, will not impair the construction, full use, safety, maintenance or repair of the transportation facilities involved, all as provided under the provisions of Chapter 547 of the Acts of 1967.

CITY OF QUINCY
IN COUNCIL

ORDER NO. 2016-249

ORDERED:

October 17, 2016

BE IT ORDAINED by the City Council that the Quincy Municipal Code is hereby amended as follows:

In Title 17 **ZONING**, Section 8.0 **SPECIAL DISTRICTS** is hereby amended by adding the following section:

8.5 TRANSIT ORIENTED DISTRICTS

8.5.1 Purpose. The purpose of this Section is:

1. to provide greater opportunity for the construction of quality developments on and adjacent to land used for transit facilities by providing flexible guidelines which allow the integration of a variety of land uses consistent with and taking advantage of such transit uses in one development;
2. to encourage mixed-use development in areas accessible to public transit;
3. to provide a predictable, clear and understandable process for the review of new development within the Transit Oriented Districts;
4. to promote and create jobs, housing inventory and affordable housing in conformance with Section 7.1 of this Ordinance;
5. to enhance the architectural character of the Transit Oriented Districts;
6. to improve traffic access and circulation; and
7. to promote uses within the Transit Oriented Districts which are complimentary with the nearby transit uses.

Transit Oriented Districts shall be overlay districts on the zoning map and, for any land within a Transit Oriented District, a developer may choose to conform either to all the controls which govern the underlying zoning district or to the Transit Oriented District, and if electing the Transit Oriented District, such development shall be subject to the development controls and processes set forth in this Section 8.5.

The following Transit Oriented District overly districts provided for by this Section 8.5 and shown on the maps attached to and adopted with this Article 8.5 are hereby established at the:

- North Quincy Station of the Massachusetts Bay Transportation Authority (“MBTA”);
- Wollaston Station of the MBTA; and
- Quincy Adams Station of the MBTA.

This Section 8.5 does NOT establish a Transit Oriented District at the Quincy Center Station of the MBTA.

- 8.5.2 Uses. Within Transit Oriented Districts, buildings and premises may be used for TOD Permitted Uses subject to compliance with the requirements of Sections 8.5.3
- 8.5.5. TOD Prohibited Uses shall be prohibited in Transit Oriented Districts. Any other use may be permitted in a Transit Oriented District with a special permit from the Planning Board pursuant to Section 8.5.6.
- 8.5.3 Dimensional Requirements. Within Transit Oriented Districts, the following dimensional requirements shall apply:
1. Minimum Lot Size (acres): 5 acres.
 2. Minimum Lot Area per Dwelling Unit (sf): 325.
 3. Maximum Number of Stories: 10.
 4. A development parcel may consist of multiple legal parcels which may be owned by different parties and which are not required to be contiguous.
 5. There shall be no minimum or maximum dimensional requirements in Transit Oriented Districts other than as set forth in this Section 8.5.3. Upon the issuance of a Certification of Consistency for a proposed development in a Transit Oriented District, the dimensions reflected on the reviewed site plan shall be deemed to be in compliance with the Ordinance.
 6. The dimensional requirements in a Transit Oriented District may be reduced or modified as permitted by the Quincy Planning Board in accordance with its consistency review, if the Quincy Planning Board determines that such a reduction or modification is consistent with the purpose of Transit Oriented Districts and this Section 8.5.
- 8.5.4 Off-Street Parking. For purposes of these requirements, a residential studio unit shall be considered to be a one bedroom dwelling unit. Off-street parking facilities in Transit Oriented Districts shall be provided at the following minimum amounts:
1. Residential: 1 per dwelling unit
 2. Retail: 3 per 1,000 square feet of gross floor area.
 3. Restaurant: 1 per 10 seats.
 4. Assembly: 1 per 10 seats.
 5. Institutional: 1 per 2,000 square feet of gross floor area.
 6. Office: 1 per 600 square feet of gross floor area; provided, however, that for new construction with a net increase in gross floor area of 10,000 square feet, parking shall be provided at a ratio of one space for every 400 square feet.
 7. Shared Parking: Because of the proximity of an MBTA transit station in a Transit Oriented District, where a mix of uses is proposed within a development parcel and, where the uses in question have peak user demands at different times, up to 50% of the required amount of minimum parking set forth in this section 8.5.4 may be provided via a shared parking arrangement.
- 8.5.5 Consistency Review. All development and redevelopment of all uses and all structures within Transit Oriented Districts (if the owner or developer of the proposed development or redevelopment has elected to permit such development or redevelopment in a Transit Oriented District and Sections 8.5.1 through 8.5.4 rather than the underlying zoning district) shall require a determination by the Quincy

Planning Board of consistency with this Section 8.5. Development or redevelopment in a Transit Oriented District is exempt from the requirements of Section 8.1 of this Ordinance regarding development in the Flood Plain Overlay District, including any requirement for a special permit; the treatment of impacts on the flood plain shall instead be taken into consideration by the Planning Board during its consistency review of the applicable Transit Oriented District development.

8.5.6 Special Permit Granting Authority. Where the following is otherwise required for a development in a Transit Oriented District (which development or redevelopment is being permitted pursuant to the Transit Oriented Overlay District and Sections 8.5.1 through 8.5.4) the Quincy Planning Board is hereby designated as the special permit granting authority for such matters within Transit Oriented Districts:

1. All applications seeking a finding pursuant to G. L. c. 40A, § 6; and
2. All applications for special permits for use pursuant to Section 8.5.2 above.

8.5.7 Special Permit and Consistency Review Criteria. The Planning Board shall not approve a special permit or make a determination of consistency for a project in a Transit Oriented District proceeding under a Transit Oriented District and this Article 8.5, unless it finds that all of the following criteria have been met:

1. The project conforms with the TOD Design Guidelines.
2. For mixed-use projects, the applicant must establish that the proposed uses are to be located within structure(s) in a manner that promotes ease of use and access.
3. Where appropriate, housing shall be a component of any large scale commercial development.
4. Where appropriate, the common areas of the development, both internal and external shall, shall be accessible to the public. Reasonable restrictions on public access as appropriate can be established by the applicant or its successor in interest. This concept shall not apply to common areas exclusively serving the residents of residential developments.
5. The location of buildings and features, dimensions of the site and the development, traffic impacts and aesthetic features of the proposed development shall not be detrimental to vehicular access and circulation within the site and the area leading to and surrounding the development parcel.
6. There will be no nuisance or serious hazard to vehicles or pedestrians.
7. Adequate and appropriate facilities (including, but not limited to trash, snow storage or removal, parking and loading) will be provided for the proper operation of the proposed use.

Added definitions:

“TOD Design Guidelines” means the guidelines developed by the city of Quincy Planning Department intended to enhance the connectivity between street networks and adjoining uses located at or near transit stations in the city. These guidelines address landscape design, sidewalks and pathways, signage, building façade treatments, parking strategies, and a variety of land uses.

“TOD Permitted Uses” means any of the following: Retail Uses (all); Restaurant Uses (all); Multifamily Dwellings; Mixed Use; Essential Public Services; Municipal Office or

Administrative Facilities; Municipal Parking Lot; Public Market; Miscellaneous Commercial Uses (all except for those uses included in TOD Prohibited Uses); Drive In Uses (all); Laboratory or Research Facility; Public Transportation Terminal and parking facilities related thereto; Swimming pool or tennis court; Nonresidential Accessory Uses (all except for those uses included in TOD Prohibited Uses); and Parking area or garage or structure for the parking of passenger cars of employees, customers or guests of establishments or of residents of a multi-family dwelling.

“TOD Prohibited Uses” means any of the following: Boarding House; municipal waste disposal area operated by the City or under contract to the City; Adult Use Establishments; Body Art Establishment; Marina; Funeral Home or Crematorium; Motor Vehicle Uses; Warehouse, Wholesale and Storage Uses (all); Industrial Uses (all except for those uses included in TOD Permitted Uses); Transportation Related Uses (all except for those uses included in TOD Permitted Uses); Residential Accessory Uses; and Storage or Display or Abandonment of more than one cubic yard of the materials described in Section L of the Table of Use Regulations.

Modified definition—

“Certification of Consistency” means a determination made by the Planning Board with respect to the consistency of the design, parking elements and other components of (i) an Urban Renewal Use with the Urban Renewal Plan in accordance with the procedures set forth in the Urban Renewal Plan, or (ii) a proposed project in a Transit Oriented District with the provisions Section 8.5.

Additional Code Modification—

Section 8.1.9 of the Code is hereby modified by replacing the introductory sentence thereof with the following:

“8.9 Special Permit. In the FOPD, the Board of Appeals (or, in the case of the QCD-10 or QCD-15 Districts, the Planning Board) may grant a special permit for any use or structure allowed in the underlying district, subject to the following; provided, however, that Urban Renewal Uses and TOD Permitted Uses are exempt from this requirement.”

INTRODUCED BY: **WARD FOUR COUNCILLOR – BRIAN PALMUCCI**
WARD SIX COUNCILLOR – WILLIAM P. HARRIS
COUNCILLOR AT LARGE – NINA X. LIANG

CITY OF QUINCY
IN COUNCIL

ORDER NO. 2016-270

ORDERED:

November 21, 2016

Be it ordained by the City Council that the Quincy Municipal Code is hereby amended by adding the following Quincy Employment Plan:

Objectives

I. The Quincy Employment Plan has the following objectives:

- A. To ensure that local resources are wisely invested in those applicable areas where there is maximum promise that the benefits that accrue, including employment opportunities, will be made available to City residents;
- B. To maintain and to increase, whenever possible, the current percentage of City jobs held by City residents, by promoting the hiring of qualified unemployed and underemployed City residents;
- C. To promote the hiring of qualified unemployed and underemployed women and minorities who are City residents;
- D. To provide employers with a central location for disseminating and receiving information on all facets of employment and training resources in the City.
- E. To provide employment information, opportunities and training for unemployed and underemployed youth who are City residents.

II. Construction projects—Worker qualifications.

- A. On any construction project which is funded in whole or in part by City, State or federal funds, or funds which, in accordance with a federal grant, the City expends or administers, or in which the City is a signatory to the construction contract, the worker hours shall be performed as follows:
1. No less than twenty-five percent of the total employee worker hours shall be performed by bona fide Quincy residents.
 2. No less than ten percent of the total employee worker hours shall be performed by minority persons and/or women.
 3. This section shall not apply to housing rehabilitation projects including eight or fewer units.

III. Compliance, enforcement, sanctions.

- A. All contractors entering into construction contracts covered by Article II of this chapter shall:
1. Certify that they know of the provisions of said Article and that they intend to comply with them;
 2. List all job openings with the designated central agency or department of City government and keep accurate records as to action taken on referrals from these agencies;
 3. Maintain personnel records listing the names, addresses, sex and race of their employees; and require their subcontractors to do likewise.
- B. The Quincy Planning Department shall develop, in consultation with the designated central agency or department of City government, good-faith measures by which to judge the affirmative actions of contractors operating under the provisions of this Article II. All records required to be maintained by this section shall be made available on request to representatives of said Department. All such records shall be maintained for the duration of the construction project and for one year thereafter.
- C. Should a contractor be deemed not to have complied with the provisions of this Article II, nor to have made a good-faith effort to do so, it shall not be actively considered for future public construction contracts in Quincy.