

# City of Cambridge

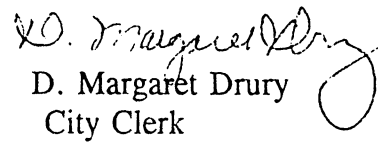
April 13, 1993

To Whom It May Concern:

This is to certify that Robert W. Healy is the duly appointed City Manager of the City of Cambridge pursuant to Chapter 43, Section 103 MGL, etseq., and all powers and duties, including authorization to enter in contractual arrangements, conferred upon him thereby are in full force and effect. The effective date of said appointment was July 1, 1981.

If you need more information in this regard, please contact me.

Sincerely yours,

  
D. Margaret Drury  
City Clerk



# City of Cambridge

Agenda Item No. 12

IN CITY COUNCIL

April 12, 1993

- WHEREAS: The U.S. Department of Housing and Urban Development (HUD) requires that municipalities and public housing authorities have in existence Cooperation Agreements covering the number of federally funded public housing apartments that the public housing authority owns and operates within the city; and
- WHEREAS: The Cambridge Housing Authority (CHA) is correcting past miscalculations in old Cooperative Agreements so that the current number of existing federally supported CHA apartments are recognized as 1,960; and
- WHEREAS: There is a need for an additional 340 apartments to cover grants in hand and to provide coverage for additional apartments in conformance with the City's Comprehensive Housing Affordability Strategy (CHAS); now therefore be it
- ORDERED: That this City Council go on record authorizing execution by the City Manager of the Supplemental Cooperation Agreement between the City of Cambridge and the Cambridge Housing Authority.

In City Council April 12, 1993.

Adopted by a ye and nay vote:-

Yeas 7; Nays 0; Absent 2.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:- *D. Margaret Drury*  
D. Margaret Drury  
City Clerk

Page 1  
December 1969

COOPERATION AGREEMENT

This Agreement entered into this 12th day of April, 1993, by and between Cambridge Housing Authority (herein called the "Local Authority") and City of Cambridge (herein called the "Municipality") witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed or acquired by the Local Authority with financial assistance of the United States of America acting through the Secretary of Housing and Urban Development (herein called the "Government"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the Government, or its predecessor agencies, prior to the date of this Agreement.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxers to a taxing body or public officer to be levied for its use and benefit with respect to a project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more projects comprising approximately 2,300 units of low-rent housing and (b) to develop or acquire and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each Project.

3. (a) Under the constitution and statutes of the Commonwealth of Massachusetts, all Projects are exempt from all real and personal property taxes\* and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called

\*betterments



(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and in so far as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, in so far as it may be necessary, all public or private utility lines and equipment;

(c) In so far as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request, therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

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7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

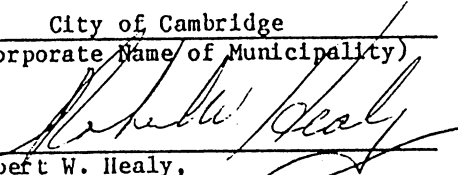
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9. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to any Project during his tenure or for one year thereafter shall have any interest, direct or indirect, in any Project or any property included or planned to be included in any project, or any contracts in connection with such Projects or property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.

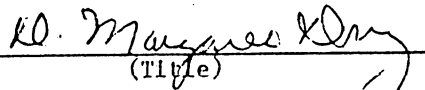
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IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this agreement and caused their seals to be affixed and attested as of the day and year first above written.

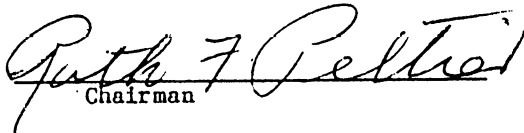
(SEAL)

City of Cambridge  
(Corporate Name of Municipality)  
By   
Robert W. Healy,  
Chief Executive Officer


Attest:

  
(Title)  
D. Margaret Drury, City Clerk

(SEAL)

Cambridge Housing Authority  
(Corporate Name of Local Authority)  
By   
Chairman

Attest:

  
(Title)  
EXECUTIVE DIRECTOR

# City of Cambridge

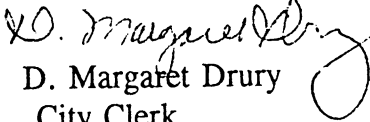
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Adopted by a yea and nay vote:-

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1. Whenever used in this Agreement:

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(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxers to a taxing body or public officer to be levied for its use and benefit with respect to a project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more projects comprising approximately 2,300 units of low-rent housing and (b) to develop or acquire and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each Project.

3. (a) Under the constitution and statutes of the Commonwealth of Massachusetts, all Projects are exempt from all real and personal property taxes\* and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called

\*betterments

"Payments in Lieu of Taxes") in lieu of such taxes, and special assessments, and in payment for the Public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent actually collected but in no event to exceed ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during such final year or (ii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lower.

(c) The Municipality shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; Provided, however, That no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from Taxation.

(d) Upon failure of the Local Authority to make any payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The Municipality shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; Provided, however, That no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from Taxation.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and in so far as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, in so far as it may be necessary, all public or private utility lines and equipment;

(c) In so far as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request, therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

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7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to any Project during his tenure or for one year thereafter shall have any interest, direct or indirect, in any Project or any property included or planned to be included in any project, or any contracts in connection with such Projects or property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.

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IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this agreement and caused their seals to be affixed and attested as of the day and year first above written.

(SEAL)

City of Cambridge  
(Corporate Name of Municipality)  
By Robert W. Healy  
Robert W. Healy,  
Chief Executive Officer

Attest:

D. Margaret Drury  
(Title)  
D. Margaret Drury, City Clerk

(SEAL)

Cambridge Housing Authority  
(Corporate Name of Local Authority)  
By Ruth F. Pelletier  
Chairman

Attest:

Daniel H. Muenchel  
(Title)  
EXECUTIVE DIRECTOR

# City of Cambridge

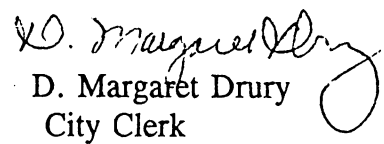
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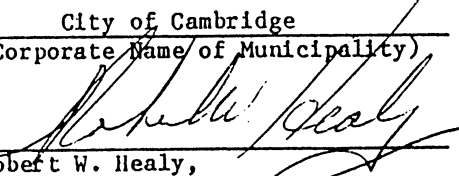
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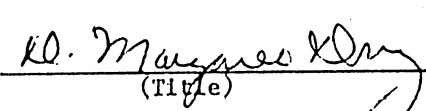
10. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this agreement and caused their seals to be affixed and attested as of the day and year first above written.

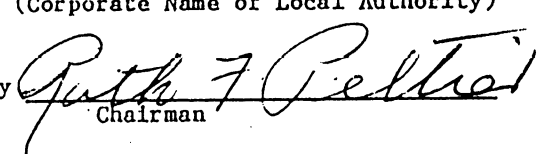
(SEAL)

City of Cambridge  
(Corporate Name of Municipality)  
By   
Robert W. Healy,  
Chief Executive Officer


Attest:

  
(Title)  
D. Margaret Drury, City Clerk

(SEAL)

Cambridge Housing Authority  
(Corporate Name of Local Authority)  
By   
Chairman

Attest:

  
(Title)  
EXECUTIVE DIRECTOR

# City of Cambridge

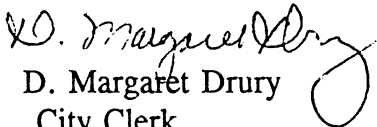
April 13, 1993

To Whom It May Concern:

This is to certify that Robert W. Healy is the duly appointed City Manager of the City of Cambridge pursuant to Chapter 43, Section 103 MGL, etseq., and all powers and duties, including authorization to enter in contractual arrangements, conferred upon him thereby are in full force and effect. The effective date of said appointment was July 1, 1981.

If you need more information in this regard, please contact me.

Sincerely yours,

  
D. Margaret Drury  
City Clerk



# City of Cambridge

Agenda Item No. 12

IN CITY COUNCIL

April 12, 1993

- WHEREAS: The U.S. Department of Housing and Urban Development (HUD) requires that municipalities and public housing authorities have in existence Cooperation Agreements covering the number of federally funded public housing apartments that the public housing authority owns and operates within the city; and
- WHEREAS: The Cambridge Housing Authority (CHA) is correcting past miscalculations in old Cooperative Agreements so that the current number of existing federally supported CHA apartments are recognized as 1,960; and
- WHEREAS: There is a need for an additional 340 apartments to cover grants in hand and to provide coverage for additional apartments in conformance with the City's Comprehensive Housing Affordability Strategy (CHAS); now therefore be it
- ORDERED: That this City Council go on record authorizing execution by the City Manager of the Supplemental Cooperation Agreement between the City of Cambridge and the Cambridge Housing Authority.

In City Council April 12, 1993.

Adopted by a yea and nay vote:-

Yeas 7; Nays 0; Absent 2.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:- *D. Margaret Drury*  
D. Margaret Drury  
City Clerk

Page 1  
December 1969

COOPERATION AGREEMENT

This Agreement entered into this 12th day of April, 1993, by and between Cambridge Housing Authority (herein called the "Local Authority") and City of Cambridge (herein called the "Municipality") witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed or acquired by the Local Authority with financial assistance of the United States of America acting through the Secretary of Housing and Urban Development (herein called the "Government"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the Government, or its predecessor agencies, prior to the date of this Agreement.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxers to a taxing body or public officer to be levied for its use and benefit with respect to a project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more projects comprising approximately 2,300 units of low-rent housing and (b) to develop or acquire and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each Project.

3. (a) Under the constitution and statutes of the Commonwealth of Massachusetts, all Projects are exempt from all real and personal property taxes\* and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called

\*betterments



(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and in so far as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, in so far as it may be necessary, all public or private utility lines and equipment;

(c) In so far as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request, therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to any Project during his tenure or for one year thereafter shall have any interest, direct or indirect, in any Project or any property included or planned to be included in any project, or any contracts in connection with such Projects or property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.

10. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this agreement and caused their seals to be affixed and attested as of the day and year first above written.

(SEAL)

City of Cambridge  
(Corporate Name of Municipality)  
By Robert W. Healy  
Robert W. Healy,  
Chief Executive Officer

Attest:

D. Margaret Drury  
(Title)  
D. Margaret Drury, City Clerk

(SEAL)

Cambridge Housing Authority  
(Corporate Name of Local Authority)  
By Paul F. Pelletier  
Chairman

Attest:

Daniel J. Muenkel  
(Title)  
EXECUTIVE DIRECTOR



# City of Cambridge

Agenda Item No. 12

IN CITY COUNCIL

April 12, 1993

WHEREAS: The U.S. Department of Housing and Urban Development (HUD) requires that municipalities and public housing authorities have in existence Cooperation Agreements covering the number of federally funded public housing apartments that the public housing authority owns and operates within the city; and

WHEREAS: The Cambridge Housing Authority (CHA) is correcting past miscalculations in old Cooperative Agreements so that the current number of existing federally supported CHA apartments are recognized as 1,960; and

WHEREAS: There is a need for an additional 340 apartments to cover grants in hand and to provide coverage for additional apartments in conformance with the City's Comprehensive Housing Affordability Strategy (CHAS); now therefore be it

ORDERED: That this City Council go on record authorizing execution by the City Manager of the Supplemental Cooperation Agreement between the City of Cambridge and the Cambridge Housing Authority.

In City Council April 12, 1993.

Adopted by a yea and nay vote:-

Yeas 7; Nays 0; Absent 2.

Attest:- D. Margaret Drury, City Clerk.

A true copy; *D. Margaret Drury*

ATTEST:-

D. Margaret Drury  
City Clerk



# City of Cambridge

Agenda Item No. 12

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# City of Cambridge

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D. Margaret Drury  
City Clerk



# City of Cambridge

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IN CITY COUNCIL

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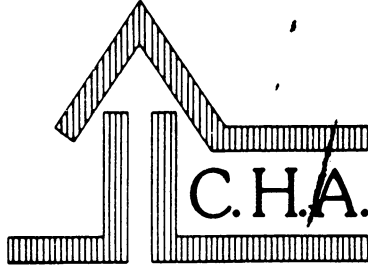
Yeas 7; Nays 0; Absent 2.

Attest:- D. Margaret Drury, City Clerk.

A true copy; *D. Margaret Drury*

ATTEST:-

D. Margaret Drury  
City Clerk



CAMBRIDGE HOUSING AUTHORITY

270 GREEN ST., CAMBRIDGE, MA 02139

(617) 864-3020

March 22, 1993

Mr. Robert W. Healy  
City Manager  
City of Cambridge  
Cambridge City Hall  
795 Massachusetts Avenue  
Cambridge, MA 02139

RE: Cooperation Agreement for CHA's Federally-Assisted Public Housing Units

Dear Bob:


As I mentioned in our telephone conversation, a new Cooperation Agreement needs to be executed between the City of Cambridge and the Cambridge Housing Authority (CHA) to cover the CHA's federally-assisted public housing units.

I have enclosed a copy of the new Cooperation Agreement for adoption by the City Council at its next meeting. Once the City Council has authorized its adoption, please return an executed copy of the Agreement along with the proper attestation to me as soon as possible. Since the NOFA for this year's round of public housing development funds is about to be issued, I wish to quickly resolve outstanding issues with the Cooperation Agreement to prevent a repeat of the problems we encountered last year in our efforts to "federalize" a portion of Roosevelt Towers.

The new Agreement, which follows verbatim earlier agreements, would extend it to all of the CHA's federally-assisted public housing units, including those built or acquired prior to 1967 when the first Cooperation Agreement was executed. Additionally, the new Agreement continues to provide the CHA with the capacity to develop additional federal public housing units in conformance with the City's Comprehensive Housing Affordability Strategy (CHAS). A fact sheet is attached which describes in greater detail the purpose of the Cooperation Agreement, as well as the units it covers.

Please do not hesitate to contact me with any questions. Thank you for your assistance.

Sincerely,

  
Daniel J. Wuenschel  
Executive Director

DJW/MDM/mdm

8845C

FAX (617) 868-5372

EQUAL HOUSING OPPORTUNITY

TDD 1-800-545-1833 Ext. 112

EXHIBIT A

SUMMARY OF FEDERALLY-ASSISTED  
PUBLIC HOUSING DEVELOPMENTS  
IN CAMBRIDGE

<u>Development #</u>	<u>Development Name</u>	<u># of Units</u>
Mass 3-1	Washington Elms	175
Mass 3-2	Corcoran Park	152
Mass 3-3	Putnam Gardens	123
Mass 3-4	John F. Kennedy Apts	88
Mass 3-5	Newtowne Court	294
Mass 3-6	Harry S Truman Apts	67
Mass 3-7	Daniel F. Burns Apts	199
Mass 3-9	Putnam Square Apts	94
Mass 3-10	Millers River Apts	304
Mass 3-11	Lyndon B. Johnson Apts	181
Mass 3-12	Robert C. Weaver Apts	20
Mass 3-14	UDIC	26
Mass 3-15	Homeowners	30
Mass 3-19	River Howard	32
Mass 3-21	Jefferson Park I	48
Mass 3-24	Jefferson Park II	53
Mass 3-25	Jefferson Park III	42
Mass 3-26	Jefferson Park IV	<u>32</u>
	TOTAL	1960

## EXHIBIT B

### FACT SHEET COOPERATION AGREEMENT

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#### **What is a Cooperation Agreement?**

Since 1967, the U.S. Department of Housing and Urban Development (HUD) has required housing authorities and localities to execute Cooperation Agreement to cover low-rent housing (i.e. public housing) to be developed or acquired by the housing authority in the locality. The agreement outlines the services and/or facilities that the locality will provide the housing units, as well as the provision that the housing authority make payment to the locality in lieu of taxes.

#### **How was the content of the Cooperation Agreement developed?**

The content of the Cooperation Agreement is mandated by HUD, and continues to reflect verbatim the content of earlier Cooperation Agreements executed between the CHA and the City of Cambridge.

#### **What units would be covered by the new Cooperation Agreement?**

The new Agreement would cover all existing federally-assisted public housing units, including those built or acquired before 1967. Additionally, the Agreement would provide the CHA with the capacity to develop additional federal public housing units in conformance with the City's Comprehensive Housing Affordability Strategy.

#### **How was the number of units covered under the new Cooperation Agreement established at 2,300 units?**

First, we computed the number of existing federally-assisted public housing units operated by the CHA. The CHA operates 1,960 units of federally-assisted housing at 18 public housing developments throughout the City. A listing of these developments is attached to this fact sheet.

In addition to the existing units, the new Cooperation Agreement provides the CHA with the capacity to develop 340 additional federal public housing units in the future.



12.

## CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139

TEL 349-4300

FAX 349-4307

EXECUTIVE DEPARTMENT  
ROBERT W. HEALY  
City Manager

RICHARD C. ROSSI  
Deputy City Manager

To The Honorable, The City Council:

Subject: Cooperation Agreement with the  
Cambridge Housing Authority

The U.S. Department of Housing and Urban Development (HUD) requires that municipalities and public housing authorities have in existence Cooperation Agreements covering the number of federally funded public housing apartments that the public housing authority owns and operates within each city, as well as the number which it expects to add over a five year period. The Cooperation Agreement is a HUD prescribed document that essentially spells out that the City will provide public housing apartments and the residents of those apartments with the same package of services that it (the City) provides to private homes and apartments and to residents of such private dwellings such as: public education, police and fire protection, etc. The public housing authority in turn agrees to make Payments in Lieu of Taxes according to a HUD mandated formula which is an amount equal to ten percent (10%) of the Shelter Rent collected by the housing authority. Last year the CHA's Payment in Lieu of Taxes was \$219,212.64, for its federally funded inventory.

Last September you authorized my executing a revised Cooperation Agreement which acknowledged existing federally supported apartments owned by the CHA (1253) and provided room for 200 additional units which the CHA hoped to develop and/or transfer to its federal inventory. Subsequent review by HUD and the CHA has revealed that a number of units dating back to the 1960's have been incorrectly counted for many years. A total of 707 apartments built in the 1940's and 1950's were erroneously not included. (Although this error was repeated in subsequent amendments of the Cooperation Agreement it did not affect CHA's Payment in Lieu of Taxes which followed budget figures which were accurate).

In order to completely clear up the situation and to allow the CHA to compete for present and future grants HUD has requested that the City and the CHA execute a new Cooperation Agreement which reflects correctly, all existing units and those

The Honorable, The City Council  
7 April 1993  
Page Two

units planned for the next five years. The number of existing, federally supported apartments covered by the CHA is 1,960. (A listing of the apartment count is attached as Exhibit A).

In addition, the CHA has active development grants totalling 98 units for scattered site acquisition and new construction or rehab on modest sites. They also plan to apply for an additional 96 units in an attempt to completely renovate Roosevelt Towers (which is currently a state supported facility) and, finally, wish to have room to apply over the next five years, for up to an additional 146 units which are covered by the City's Comprehensive Affordable Housing Strategy (CHAS) which is on file with HUD.

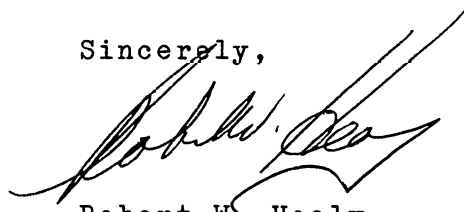
In summation the Cooperation Agreement would cover the following units:

1,960	- Existing federally supported CHA apartments
98	- For grants in-hand for scattered site acquisition, new construction or rehab on multiple sites of modest size
96	- For the renovation of Roosevelt Towers
<u>146</u>	- For additional units over the coming five years in conformity with the City's CHAS.
<u>2,300</u>	TOTAL

The City Solicitor has reviewed the Cooperation Agreement and it is in the same form as approved last September with the only change being these updated, accurate numbers.

The standard form of Council resolution and a certificate from the City Clerk as evidence of my authority to execute the agreement must accompany the document itself.

Sincerely,



Robert W. Healy  
City Manager

CONSENT AGENDA ITEM # 12

S-~~180~~180

Communication from Robert W. Healy, City  
Manager, relative to a Cooperation Agree-  
ment with the Cambridge Housing Authority.

InCity Council,

April 12, 1993

*Order adopted  
original agreement  
given to Dan Wenschel  
4/16/93 (dw)*