



CITY OF NORTH ADAMS, MASSACHUSETTS
Office of the City Clerk

**North Adams City Council Meeting
Tuesday, November 24, 2020**

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place, this meeting of the North Adams City Council will be conducted via remote, no in-person attendance of members of the public will be permitted, This meeting can be viewed live on the Northern Berkshire Community Television station and will be posted to their website as soon as possible. I hereby notify that at twelve noon today, November 4, 2020, the following items of business have been filed with this office and will be acted upon at the regular meeting in the City Council Chambers at City Hall, Tuesday Evening November 18, 2020 at seven-thirty o'clock according to Section 8, Rules and Orders of the City Council.

Deborah M. Pedercini
City Clerk

AGENDA

**REGULAR MEETING OF THE CITY COUNCIL
November 24, 2020**

Roll Call
Moment of silent remembrance
The Pledge
Approval of the minutes of November 10, 2020
Hearing of Visitors on Agenda

- 11,913** Mayor's communication #66 regarding disposition of property located at 568 Mohawk Trail.
- 11,913** An Order authorizing the Mayor to declare property located at 568 Mohawk Trail, Map 122, Lot 5, available for disposition in accordance with MGL Chapter 30B, Section 16, provisions to execute a purchase and sales agreement.
- 11,914** Communication submitted by Councilor Wilkinson regarding North Adams Housing Authority's financial agreement with the City of North Adams.

LICENSES
OPEN FORUM
MAYOR'S CONCERNS
COMMITTEE REPORTS AND MINUTES
LIAISON UPDATES AND COUNCILOR CONCERNS
CORRESPONDENCE
ADJOURNMENT

Zoom Information:

Topic: City Council Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88959657706>

Or iPhone one-tap:

US: +19292056099,88959657706# or +13017158592,88959657706#

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Dial (for higher quality, dial a number based on your current location):

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253 215 8782 or +1 346 248 7799

Webinar ID: 889 5965 7706

International numbers available: <https://us02web.zoom.us/j/kc0M7FGRdn>



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor
Thomas W. Bernard

Communication #	Subject	Date
66	Disposition of city-owned property located at 568 Mohawk Trail	November 24, 2020

Honorable Members of the City Council
North Adams, Massachusetts

Dear Honorable Councilors:

Submitted for your consideration is an Order declaring the city-owned parcel at 568 Mohawk Trail to be no longer needed for municipal purposes, and available for disposition. I request that the Council adopt this Order as presented.

Respectfully submitted,

Thomas W. Bernard
Mayor

TWB/me

MEMORANDUM

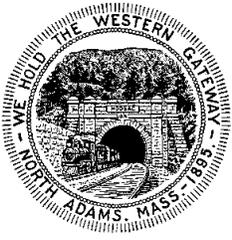
To: Mayor Bernard
From: Office of Community Development
RE: 568 Mohawk Trail
Date: November 12, 2020

1. The City of North Adams acquired the property located at 568 Mohawk Trail via tax possession on or about August 19, 2020. At such time, the single-family home situated thereon was in severe disrepair, as indicated by its placement on the Distressed Properties list, which is maintained jointly by the Office of Community Development and the Department of Inspection Services.
2. Recognizing the condition of the structure, as well as the location and potential redevelopment value of the property, the Office of Community Development applied for grant funds from the Abandoned Housing Initiative's Strategic Demolition Fund operated by the Office of the Attorney General (AGO). Said funds were awarded and, in conjunction with Neighborhood Demolition funds through the Community Development Block Grant program, used to demolish the single-family home located on the property at 568 Mohawk Trail.
3. As part of the grant agreement with the AGO, the City of North Adams is required to make the property available for sale to the private sector by Request for Proposal (RFP). The RFP method enables the City to put certain restrictions on the sale of the property. OCD intends to restrict the sale of property to uses conducive to the neighborhood in which it is situated.
4. The sale of a property by RFP requires the property, regardless of its acquisition process (e.g.: tax possession, purchase, charitable gift, etc.), to be declared surplus by the City Council. As such, in order to remain compliant with the grant agreement between the City of North Adams and the AGO, the subject property must be declared surplus by the City Council.

Sincerely,

Michael Nuvallie
Director
Office of Community Development

MFN/mn



City of North Adams

In City Council

November 24, 2020

Ordered:

WHEREAS, the City of North Adams is the fee simple owner of a parcel located at 568 Mohawk Trail, as described in Assessor's Map 122, Lot 5; and

WHEREAS, the aforesaid parcel no longer serves any municipal purpose; and

WHEREAS, the single-family home formerly on the parcel was razed using grant funds awarded to the City of North Adams by the Attorney General's Office through the Strategic Demolition Fund as part of its Abandoned Housing Initiative; and

WHEREAS, the grant agreement for said funds require the parcel to be made available for purchase and redevelopment by Request for Proposals; and

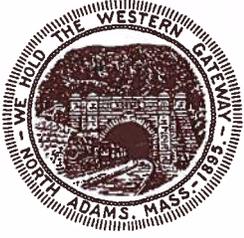
WHEREAS, disposition of the aforesaid parcel aligns with recommendations made in the *Vision 2030* comprehensive plan;

NOW, THEREFORE, IT IS ORDERED:

That the North Adams City Council, pursuant to the provisions of Massachusetts General Laws Chapter 30B, Section 16, hereby declares the above referenced property to be no longer needed for municipal purposes, and hereby made available for disposition as a single building lot in accordance with use restrictions as required by Appendix A of Chapter Z of the Revised Ordinances of the City of North Adams:

AND BE IT FURTHER ORDERED:

That the mayor of North Adams, acting on behalf of the City, be and is hereby authorized to dispose of the above reference property in accordance with the requirements and provisions of Massachusetts General Laws Chapter 30B, Section 16, to include executing a purchase and sales agreement for the property.



Office of the City Council

City of North Adams

10 Main Street Room 104
North Adams, Massachusetts 01247
(413) 662-3000, Ext. 1

MEMORANDUM

TO: North Adams City Council

FROM: Councilor Wayne Wilkinson liaison to the North Adams Housing Authority

RE: Presentation by the North Adams Housing Authority

DATE: November 18, 2020

Nathan Bondar, NAHA Consultant of LIHTC Development will make a presentation concerning the financial arrangement with the City of North Adams and the North Adams Housing Authority.

NOVEMBER ____, 2020

RESOLUTION REGARDING COOPERATION AGREEMENT

By and between North Adams Housing Authority (“the Local Authority” or “NAHA”) and the City of North Adams (“the Municipality” or the “City”)

WHEREAS, NAHA was formed as an independent public agency under MGL Ch. 121.B and operates approximately 304 units of Federal Public Housing reserved for low income families, seniors and people with disabilities;

WHEREAS, NAHA housing is a significant source of affordable housing in North Adams and an irreplaceable resource that very significantly contributes to the diversity of the North Adams population;

WHEREAS, due to decades of insufficient operating and capital funding for Public Housing, many NAHA properties require continued major maintenance, repair and rehabilitation to preserve them for future generations;

WHEREAS, NAHA is undertaking a multi-year initiative to preserve, maintain, repair and rehabilitate its properties and NAHA intends to utilize the United States Housing and Urban Development (HUD) Rental Assistance Demonstration (RAD) Program or other similar Programs to rehabilitate the properties;

WHEREAS, preservation, maintaining, rehabilitation and repair of existing affordable housing is an important component of the City’s affordable housing goals;

WHEREAS, NAHA intends to utilize the RAD Program and to that end, has formed a limited purpose non-profit governmental instrumentality known as HALO Homes, Inc. (the “Governmental Instrumentality”);

WHEREAS, NAHA intends to transfer all of its Federal Public Housing units to the Governmental Instrumentality as required by HUD’s RAD Program;

WHEREAS, MGL Ch. 121.B, Sec. 16 provides that the property of Local Housing Authorities is exempt from taxation and authorizes the Municipality and the local Authority to enter into Cooperation Agreements, also known as Payment in Lieu of Taxes (PILOT) Agreements;

WHEREAS, in support of the upcoming preservation, maintenance, rehabilitation and repairs the City wishes to provide certainty regarding PILOT payments in the future.

THEREFORE, BE IT RESOLVED:

1. That the Cooperation Agreement and payment formulas for the NAHA's properties (attached in Exhibit A for formula applied in 2019) are affirmed for all NAHA's 304 Public Housing Units (apartments) and that:

2. The Cooperation Agreement is affirmed as applicable to all of NAHA's properties, including those that are being or may in the future be converted or transferred pursuant to the RAD Program, subject to the modifications and updates set forth in the November ____, 2020 Cooperation Agreement between the North Adams Housing Authority and the City of North Adams regarding the Payment in Lieu of Taxes Agreement attached as Exhibit B.

3. That the Cooperation Agreement shall be in effect for all apartments that are:
 - a. Owned or controlled by the NAHA, including without limitation, owned or controlled by NAHA's Governmental Instrumentality.

 - b. At the following locations:

Development #	Development Name	Addresses	# of Units
304 Total Units			
002	Ashland Park	150 Ashland Street North Adams, MA 01247	125
006	Spring Park	45 Spring Street North Adams, MA 01247	53
001	Greylock Valley	Greylock Avenue, Isbell, Angeli, Sullivan and Sutton Streets North Adams, MA 01247	96
001	Riverview	Lincoln Street and Sperry Avenue North Adams, MA 01247	30

- c. Restricted to occupancy by Low Income households (annual income at or below 80% of Area Median Income).

d. Operated according to the regulations of at least one State or Federal affordable housing subsidy program, including but not limited to the Federal Public Housing and Federal Section 8 programs or their successors.

4. That the Cooperation Agreement shall not apply to any apartments not meeting all conditions 3 a. to 3 d. above.

Approved this ____ day of November, 2020.

The City of North Adams by its Mayor

(SEAL)

ATTEST

Mayor: Thomas Bernard

The North Adams Housing Authority by:

(SEAL)

ATTEST

Colin Todd
Chair, Board of Commissioners

Jennifer Hohn
Executive Director

EXHIBIT A

North Adams Housing Authority
 CALCULATION OF PILOT
 Fiscal Year Ending
 September 30, 2019

INCOME		
Dwelling Rental	1,103,651.00	
Excess Utilities	0	
Nondwelling Rental	0	
Total Rental Income (Lines 060 to 080)		1,103,651.00
LESS: UTILITIES		
Water	230,199.42	
Electricity	238,203.62	
Gas	144,607.53	
Fuel	0.00	
Utility Labor	0.00	
EPC Debt *	255,470.86	<u>868,481.43</u>
		235,169.57
		<u>x 10%</u>
PILOT		<u>23,516.96</u>
		<hr/>
		23,516.96
Less Towr		<u>(21,515.00)</u>
ACCRUAL		<u>2001.96</u>

* EPC debt to be refinanced as part of RAD and such refinance amount shall continue to be a deductible utility cost.

EXHIBIT B

Form HUD-52481. This form has been prepared by the Department of Housing and Urban Development for use by a Local Authority as a guide in drafting agreements providing for local cooperation, as required by the Housing Act of 1937, and by regulations of the Department.

Page 1
Nov. 1968

COOPERATION AGREEMENT

This Agreement entered into this 1st day of July, 1969, by and between North Adams Housing Authority (herein called the "Local Authority") and The City of North Adams 1/ (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:

"Project"

(a) The term ~~"Project"~~ shall mean any low-rent housing hereafter developed as an entity 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 taxes 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 304 2/ units of low-rent housing and (b) to develop 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 such Project.

3. (a) Under the constitution and statutes of the Commonwealth

of Massachusetts, 3/ all Projects are exempt from all real and personal property taxes ~~and special assessments~~ 4/ 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 ~~and special assessments~~ 4/ upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called

"Payments in Lieu of Taxes") in lieu of such taxes ~~and special assessments~~ ^{4/} 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 ^{9/} charged by the Local Authority in respect to such Project during such fiscal year, ~~or (ii) the amount by which the real property taxes which would have been paid to all taxing bodies for such fiscal year if such Project were not exempt from taxation exceeds twenty percent (20%) of the Federal Annual Contribution actually payable with respect to such Project for such fiscal year, provided that if two or more Projects are covered by one contract with the Government for annual contributions, the amount of the Federal Annual Contribution actually payable with respect to such Project shall be determined by pro-rating the total Federal Annual Contribution actually payable with respect to all such Projects in proportion to the development cost of the respective Projects, or (iii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lower.~~ ^{5a/} ~~6a/~~ ^{6b/} ~~7a/~~ ^{7b/}

~~(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 ^{9/} charged by the Local Authority in respect to such Project during such fiscal year, ~~or (ii) the amount by which the real property taxes which would have been paid to all taxing bodies for such fiscal year if such Project were not exempt from taxation exceeds twenty percent (20%) of the Federal Annual Contribution actually payable with respect to such Project for such fiscal year, provided that if two or more Projects are covered by one contract with the Government for annual contributions, the amount of the Federal Annual Contribution actually payable with respect to such Project shall be determined by pro-rating the total Federal Annual Contribution actually payable with respect to all such Projects in proportion to the development cost of the respective Projects, or (iii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lower.~~ ^{5a/} ~~6a/~~ ^{6b/} ~~7a/~~ ^{7b/}

~~(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. ^{7a/} ~~7b/~~

~~(c)~~ No payment for any year shall be made to the Municipality in excess of the amount of the real property taxes which would have been paid to the Municipality for such year if the Project were not exempt from taxation. ^{7a/} ~~7b/~~

(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 agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937) of each Project and within five years after the completion thereof, or such further period as may be approved by the Government and in addition to the number of unsafe or insanitary dwelling units which the Municipality is obligated to eliminate as a part of the low-rent housing project(s) heretofore undertaken by the Local Authority and identified as

Project Nos. MA034000001, MA034000002 and MA034000006 ^{8/} there has been or will be elimination, as certified by the Municipality, by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is

located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural nonfarm or Indian area.

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); and

(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 to 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 than 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.

City of North Adams
(Corporate Name of Municipality)

(SEAL)

By S/ _____
(Title Mayor)

Attest:

S/ _____
(Title Clerk)

HUD-52481
Page 5
Nov. 1968

North Adams Housing Authority
(Corporate Name of Local Authority)

(SEAL)

By S/
Chairman

Attest:

S/
(Title) Clerk

NOTES IN CONNECTION WITH THE USE OF
FORM HUD-52481, "COOPERATION AGREEMENT"

For general information in connection with the preparation and adoption of Cooperation Agreements, see Section 203.1 of the Low-Rent Housing Manual.

Form HUD-52481 should be used as a guide in drafting a Cooperation Agreement. It is applicable to both urban and rural nonfarm housing. Normally, a Cooperation Agreement will cover low-rent housing to be developed in one locality, and Form HUD-52481 is for use in entering into an agreement with the governing body of the locality in which such housing is to be located. In the event that cooperation is required from an additional governing body or taxing body, a joint agreement or separate agreements with such additional bodies may be used; modifications of Form HUD-52481 will be required, and the Government should be consulted in such cases.

The following notes are related to the use of the blank spaces and the alternate provisions in Form HUD-52481:

- 1/ Insert the name of the political subdivision with which the Cooperation Agreement is being entered into, such as "City of Atlanta, Georgia," or "County of Fulton, State of Georgia," etc. The word "Municipality" is used as a defined term throughout the Agreement to identify the political subdivision, even though in some cases it may be a county or other body.
- 2/ Insert the number of units of low-rent housing to which the Cooperation Agreement applies. See instructions in Section 203.1 of the Low-Rent Housing Manual.
- 3/ Insert the name of the State, indicating whether it is a State or Commonwealth.
- 4/ Omit the bracketed material if low-rent housing owned by the Local Authority is not exempt from special assessments.
- 5a/-5b/ These are alternate forms of paragraph 3(b). The first alternate form (5a/) should be used when the tax rate in the locality is amply sufficient to assure local contributions equal to at least 20 percent of the average Federal contributions. The second alternate form (5b/) should be used if the tax rate is so low that Payments in Lieu of Taxes equal to 10 percent of Shelter Rents would not have such a local contribution. In either alternate a percentage of less than 10 percent may be inserted if agreed to by the Municipality and the Local Authority. For further instructions, see Section 203.1 of the Low-Rent Housing Manual.
- 6a/ 6b/ These are alternate provisions which may be used in the event paragraph 3(b) is in the first alternate form (5a/). The material preceding 6a/ should be used if Payments in Lieu of Taxes are to be made on the basis of the Local Authority's fiscal year. The material preceding 6a/ should be used if Payments in Lieu of Taxes are to be made at the time when real property taxes would be paid; in this case, the end of the 12-month period in respect to which Payments in Lieu of Taxes are made should be filled out for a period which will allow time to permit the computation of the amount due before it becomes payable. In either alternates, a percentage of less than 10 percent may be inserted if agreed to by the Municipality and the Local Authority.
- 7a/ 7b/ These are alternate provisions. The material preceding 7a/ should be used if a division of the payments in Lieu of Taxes is to be made.

The distribution provided in this paragraph is suggested as being generally the most equitable distribution. If, however, the Authority desires (or the laws of the State require) the distribution to be on a different basis, then the terminology should be appropriately modified. The material preceding 7b/ should be used if no division is to be made or if a separate Cooperation Agreement is entered into with each Taxing Body.

8/ The bracketed material should be omitted (a) if no other Government-aided project is the subject of a Cooperation Agreement between the Municipality and the Local Authority, or (b) if there are such other projects but an Equivalent Elimination Notice has been issued in respect to all such projects prior to the date of initiation of any of the Projects covered by this Agreement.

9/ The bracketed material should be omitted unless the Local Authority desires to base payments in lieu of taxes upon ten percent (10%) of the Shelter Rent actually collected. In no event may payments in lieu of taxes be based upon an amount in excess of ten percent (10%) of the Shelter Rents charged.