

# CITY OF NORTH ADAMS, MASSACHUSETTS Office of the City Clerk

#### North Adams City Council Meeting Tuesday, December 22, 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, December 16, 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 December 22, 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 **December 22, 2020**

Roll Call Moment of silent remembrance The Pledge Approval of the minutes of December 8, 2020 Hearing of Visitors on Agenda

- 11,876 Communication submitted by Councilor Lamb addressing speed limits and safety concerns in the Autumn Drive and Birchwood Terrace area which was postponed at the meeting of November 10, 2020.
- 11,923 Mayor's communication #72 recommending the appointment of Alyssa Tomkowicz to the North Adams Historical Commission for a term to expire January 2, 2024.
- Mayor's communication #73 regarding a PILOT agreement with the North Adams Housing Authority (NAHA), a resolution affirming the cooperative agreement and payment in lieu of taxes (PILOT) formulas for the properties owned and maintained by the North Adams Housing Authority.

- A Resolution affirming the cooperative agreement and payment in lieu of taxes (PILOT) formulas for the properties owned and maintained by the North Adams Housing Authority.
- 11,925 Communication submitted by Council President Hopkins accepting the City Clerk's resignation.

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

https://us02web.zoom.us/j/88959657706 Or iPhone one-tap: US: +19292056099,88959657706# or +13017158592,88959657706#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):
US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215
8782 or +1 346 248 7799
Webinar ID: 889 5965 7706



#### CITY OF NORTH ADAMS, MASSACHUSETTS

# Office of the Mayor **Thomas W. Bernard**

Communication #	Subject	Date
72	Appointment to the Historical Commission	December 22, 2020

Honorable Members of the City Council North Adams, Massachusetts

Thomas W. Bernard

#### **Dear Honorable Councilors:**

I am pleased to recommend Alyssa Tomkowicz for appointment to the Historical Commission for a term to expire January 2, 2024. **This recommendation is presented for Council approval.** 

I request Council confirmation of this appointment recommendation.

Respectfully submitted,

Thomas W. Bernard

Mayor

TWB/me



#### CITY OF NORTH ADAMS, MASSACHUSETTS

## Office of the Mayor **Thomas W. Bernard**

Communication #	Subject	Date
73	PILOT agreement with the North Adams Housing Authority (NAHA)	December 22, 2020

Honorable Members of the City Council North Adams, Massachusetts

Dear Honorable Councilors:

Enclosed with this communication is a resolution affirming the cooperative agreement and payment in lieu of taxes (PILOT) formulas for the properties owned and maintained by the North Adams Housing Authority (NAHA).

As noted in the Resolution, NAHA is undertaking a multi-year initiative to preserve, maintain, repair, and rehabilitate its properties; and NAHA intents to establish a "government instrumentality" (defined by the IRS as "an organization created by or pursuant to state statute and operated for public purposes") in order to qualify for the United States Housing and Urban Development (HUD) Rental Assistance Demonstration (RAD) program or other similar programs to rehabilitate the properties.

As part of this project, the City of North Adams and NAHA seek to ensure the existing PILOT agreement remains intact for all NAHA properties, including those the ownership of which may be transferred to HALO Homes, Inc., the new entity being created by NAHA.

I request that the City Council adopt the Resolution as presented.

Respectfully submitted,

Thomas W. Bernard

Thomas W. Bernard

Mayor

TWB/me



# City of North Adams

#### In City Council

antifilm	December 22, 2020
Whereas:	

**WHEREAS,** The North Adams Housing Authority (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 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 use the United States Housing and Urban Development (HUD) Rental Assistance Demonstration (RAD) program or other similar Programs to rehabilitate the properties;

**WHEREAS,** preservation, maintenance, rehabilitation, and repair of existing affordable housing is an important component of the City's affordable housing goals;

**WHEREAS,** NAHA intends to use 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 repair to be undertaken by NAHA the City wishes to provide certainty regarding PILOT payments in the future.

#### NOW, THEREFORE, BE IT RESOLVED:

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 BE IT FURTHER RESOLVED:

That Cooperation Agreement (as set forth in Exhibit B) is hereby affirmed, by the City and NAHA, 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 these resolutions between the City of North Adams and the North Adams Housing Authority and regarding the Payment in Lieu of Taxes Agreement.

#### AND BE IT FURTHER RESOLVED:

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

- 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.

#### AND BE IT FURTHER RESOLVED:

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

Approved this day of December, 20	)20.	
The City of North Adams by its Mayor		
	(SEAL)	
Thomas W. Bernard	ATTEST	
The North Adams Housing Authority by		
	(SEAL)	
Distant I series Wise Chair	ATTEGT	
	ATTEST	
Richard Lavigne, Vice Chair, Board of Commissioners	ATTEST	

#### **EXHIBIT A**

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

INCOME		
Dwelling Rental	1,103,651.00	
Excess Utilities	1,103,031.00	
Nondwelling Rental		
Total Rental Income (Lines 060 to 080)	0	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	868,481.43
( je	500 500 00 • Suid Void 00 10 10 10 10 10 10 10 10 10 10 10 10	
1 1		235,169.57
1 1		x 10%
PILOT		23,516.96
f z		
	•	23,516.96
Less Towr		(21,515.00)
ACCRUAL		2001,96

<sup>\*</sup> 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-52401. 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.

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#### COOPERATION AGREEMENT

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

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

- 1. Whenever used in this Agreement:
  "Project"
  - (a) The term "Tourness 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 meen 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-rept 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

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

- 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?

  5/ charged by the Local Authority in respect to such Project during such fiscal year 6a/ fat the time when real property taxes on such Project would be paid if it were subject to taxation, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent factually collected but in no event to exceed tem percent (10%) of the Shelter Rent? 9/ charged by the Local Authority in respect to such Project during the 12 months' period ending June 30

  before such payment is made, whichever amount is the lower. 5a/
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- compared to The Manielpolity shall distribute the Popusante in Liou of Taxon among the Tucing Besides in the proposition which the real property taxon which would have been paid to each Taxing Body for bach year if the Troject were not been paid to the total real property taxon which would have been paid to all of the Taxing Besides for property taxon which would have swempt from taxation; Provided, however, Taxing Perjament for my year shall be made to my Taxing Bedy in savere of the amount of the real property vacous which would have been paid to much Taxing Bedy for each jour if the Project were not exempt from taxation; Taxing Bedy for each jour if the Project
- 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.
- (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.
- i. 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 Muthority and identified and manual and administration.

located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where were 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 he 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 nonform 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 (1) 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 sits 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 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 tenured any such interest, he shall immediately disclose such interest to the Local Authority.
- To. 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, the provisions hereof shall inure

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.

÷ 1	City of North Adams
(SEAL)	(Corporate Name of Municipality)
	By S/ (Title Mayor
Attesti	(little Mayor
* :	

(Title Clerk

HUD-52181 Page 5	
Nov. 1968	
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er 1	North Adams Housing Authority
(SEAL)	(Corporate Name of Local Authority)
: 1	By S/
Attest:	
: 5 <sup>3</sup>	
Š/	
(Title) Clerk	mirrogangue

### 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;

- 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, Stata 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.
- Insert the name of the State, indicating whether it is a State or Commonwealth.
- Omit the bracketed material if low-rent housing owned by the Local Authority is not exempt from special assessments.
- 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 alternate, a percentage of lesz 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.

2

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 Governmentaided 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.



# Office of the City Council City of North Adams

North Adams, Massachusetts 01247 (413) 662-3000, Ext. 1

December 22, 2020

To my fellow City Councilors,

It is with sadness that I formally acknowledge the planned resignation of City Clerk Deborah Pedercini, who has served the City of North Adams for many years most recently as the City Clerk. I know you share my deep appreciation for her work with the City Council.

Ms. Pedercini's resignation is effective February 28 and she has indicated she will remain available to provide assistance until then as we search for a new City Clerk and bring that person on board. For that, I am also very appreciative.

The City Council is required to accept the resignation and with this communication, I ask you to do so.

Thank you.

Paul Hopkins, President