



**CITY OF PITTSFIELD
REGULAR MEETING
PITTSFIELD CITY COUNCIL via ZOOM
October 27, 2020, at 7:00 p.m.**

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2020 OCT 22 PM 3:42

AGENDA

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and state and federal orders and guidance imposing strict limits on the number of people that may gather in one place, this meeting of the City Council will be conducted exclusively via remote participation. For this meeting, members of the public who wish to watch the meeting may do so on PCTV. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the City's website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as possible after the meeting.

NOTE: If you are required to participate in a particular item, you may do so by calling (312) 626-6799, Enter the Meeting ID, 914 5141 2967 on your phone's keypad and press #. Press # again.

1. Open microphone

COMMUNICATIONS FROM HER HONOR THE MAYOR

2. A communication from Mayor Tyer submitting an Order to accept a grant of funds in the amount of \$29,125.00 from the United States Department of Justice
3. A communication from Mayor Tyer submitting an Order to accept a grant of funds in the amount of \$140,874.06 from the United States Department of Homeland Security
4. A communication from Mayor Tyer submitting an Order to accept a grant of funds in the amount of \$15,500 from the Commonwealth of Massachusetts Executive Office of Public Safety and Security
5. A communication from Mayor Tyer submitting an Order to accept a grant of funds in the amount of \$275,000 from the Massachusetts Department of Housing to the City of Pittsfield Department of Community Development
6. A communication from Mayor Tyer submitting an Order to accept a grant of funds in the amount of \$23,754.50 from the Center for Tech and Civic Life
7. A communication from Mayor Tyer submitting an Order requesting an appropriation of \$500,000.00 from the Pittsfield Economic Development Fund for a residential Exterior Home Improvement Loan Program
8. A communication from Mayor Tyer submitting an Order requesting \$300,000.00 in Pittsfield Economic Development funds to assist United Aircraft Technologies, Inc.

9. A communication from Mayor Tyer on a presentation from Michael Steben, Chief Information Officer, with an update on the Broadband Feasibility Study

PUBLIC HEARING

10. A petition from Verizon New England requesting to place two (2) four (4) inch conduits on Federico Drive running a distance of approximately 438 feet
11. A petition from Eversource requesting to install four (4) solely owned poles to be located on the Northern side of Dalton Avenue

COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND BOARDS

12. A communication from the Homeless Advisory Committee with a response to the four petitions referred to them from the September 8, 2020 City Council meeting

UNFINISHED BUSINESS

13. A petition from Councilors Maffuccio and Morandi asking to appoint a City Youth Advisor (*Tabled March 10, 2020*)
14. A petition from Councilor Maffuccio requesting to adopt Mass General Law, Chapter 85, Section 17A, to ban activity from Park Square to Hubbard Avenue and from North Street to Tyler Street. (*Tabled March 10, 2020*)

NEW BUSINESS

15. A petition from Churchill Cotton and Dennis Powell, President of the Berkshire County NAACP requesting to instruct the City's EEO/AA Officer to file a written report indicating the progress towards achieving the City's affirmative action goals



THE CITY OF PITTSFIELD
OFFICE OF THE MAYOR
70 Allen Street, Pittsfield, MA 01201
(413) 499-9321 • ltyer@cityofpittsfield.org

Linda M. Tyer
Mayor

October 22, 2020

To the Honorable Members of the City Council
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant in the amount of \$29,125.00 from the United States Department of Justice, Bureau of Justice Assistance for the FY21 Edward Byrne Justice Assistance Grant.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/CVB
Enclosure



**CITY OF PITTSFIELD
POLICE DEPARTMENT**

POLICE HEADQUARTERS, 39 ALLEN STREET, PITTSFIELD, MASSACHUSETTS 01201 (413) 448-9700, FAX (413) 448-9733

OFFICE OF THE CHIEF OF POLICE

(413) 448-9717

PROFESSIONALISM • ETHICS • INTEGRITY • SENSITIVITY • ACCOUNTABILITY

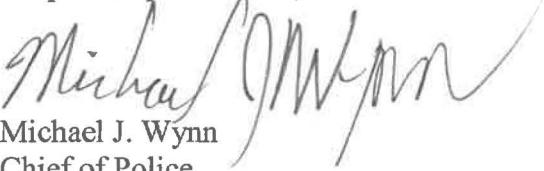
October 9, 2020

Honorable Linda Tyer
Mayor-City of Pittsfield
70 Allen St
Pittsfield, MA 01201

Dear Mayor Tyer,

Submitted for your consideration is an authorization requesting that the City of Pittsfield accept a FY21 Edward Byrne Justice Assistance Grant Local Solicitation in the amount of \$29,125.00 from the United States Department of Justice, Bureau of Justice Assistance to the Pittsfield Police Department.

Respectfully submitted,


Michael J. Wynn
Chief of Police

“DEDICATED TO EXCELLENCE”

City of Pittsfield

MASSACHUSETTS

IN CITY COUNCIL

AN ORDER

**AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A FY21 EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT: LOCAL SOLICITATION OF FUNDS
IN THE AMOUNT OF \$29,125.00 FROM THE DEPARTMENT OF JUSTICE
-OFFICE OF JUSTICE PROGRAMS**

Ordered:

That the City of Pittsfield, acting through its Mayor and City Council, and pursuant to M.G.L. Chapter 44, Section 53A, is hereby authorized to accept a FY21 Edward Byrne Memorial Justice Assistance Grant: Local Solicitation in the amount of \$29,125.00 from the U.S. Department of Justice-Office of Justice Programs to the Pittsfield Police Department.



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 19, 2020

The Honorable Linda Tyer
City of Pittsfield
39 Allen Street
Pittsfield, MA 01201-6226

Dear Mayor Tyer:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Pittsfield for an award under the OJP funding opportunity entitled "JAG Local: Eligible Allocation Amounts \$25,000 or More." The approved award amount is \$29,125. These funds are for the project entitled Edward Byrne Memorial JAG Community Program.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Pittsfield accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Zafra Stork, Program Manager at (202) 598-1483; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

Washington, DC 20531

September 19, 2020

The Honorable Linda Tyer
City of Pittsfield
39 Allen Street
Pittsfield, MA 01201-6226

Dear Mayor Tyer:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Pittsfield

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2020-DJ-BX-0519

PAGE 1 OF 1

This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

1. STAFF CONTACT (Name & telephone number) Zafra Stork (202) 598-1483	2. PROJECT DIRECTOR (Name, address & telephone number) Michael Wynn Chief City Hall 39 Allen Street Pittsfield, MA 01201-6226 (413) 448-9717
3a. TITLE OF THE PROGRAM JAG Local: Eligible Allocation Amounts \$25,000 or More	3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT Edward Byrne Memorial JAG Community Program	
5. NAME & ADDRESS OF GRANTEE City of Pittsfield 39 Allen Street Pittsfield, MA 01201-6226	6. NAME & ADDRESS OF SUBGRANTEE
7. PROGRAM PERIOD FROM: 10/01/2019 TO: 09/30/2023	8. BUDGET PERIOD FROM: 10/01/2019 TO: 09/30/2023
9. AMOUNT OF AWARD \$ 29,125	10. DATE OF AWARD 09/19/2020
11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT
13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.	

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

PAGE 1 OF 31

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Pittsfield 39 Allen Street Pittsfield, MA 01201-6226	4. AWARD NUMBER: 2020-DJ-BX-0519
2a. GRANTEE IRS/VENDOR NO. 046001408	5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2023 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2023
2b. GRANTEE DUNS NO. 781697727	6. AWARD DATE 09/19/2020
3. PROJECT TITLE Edward Byrne Memorial JAG Community Program	7. ACTION Initial 8. SUPPLEMENT NUMBER 00
	9. PREVIOUS AWARD AMOUNT \$ 0
	10. AMOUNT OF THIS AWARD \$ 29,125
	11. TOTAL AWARD \$ 29,125

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

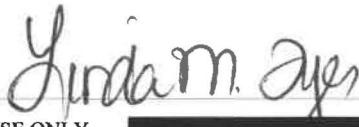
This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL		GRANTEE ACCEPTANCE					
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Linda Tyer Mayor					
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 9/24/20				
AGENCY USE ONLY							
20. ACCOUNTING CLASSIFICATION CODES		21. VDJUGT3460					
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OF.C.	REG.	SUB. POMS	AMOUNT	
X	B	DJ	80	00	00	29125	

CITY OF PITTSFIELD

City of Pittsfield – Police Department
PPD Community Program Initiative
Edward Byrne Memorial JAG Program Narrative- Local Solicitation
16.738

PROGRAM NARRATIVE:

The Pittsfield Police Department (PPD) is pleased to submit this request for your review. We look forward to your partnership with the Pittsfield Police Department Community Program Initiative.

The world has clearly changed its habits of communicating in the last few months with the global pandemic Covid-19. One on one trainings as well as group trainings have all come to a halt. Social distancing and online trainings are the way of the future. The City of Pittsfield along with many other communities has come to realize that with this change we must continue to support the community through its many community programs. The PPD plays a leadership role in the community in addressing crime and safety related needs and issues along with the need to help the community understand the mission of the PPD. The PPD will continue to take on its responsibility to train community members to help them better understand the importance of how the Community Academy can play an important role to the citizens of Pittsfield. The PPD is very involved in community efforts to address the ever-changing characteristics of the city. Therefore, the PPD will continue its effort to train by doing this training remotely through zoom meetings. The PPD will recreate the way our officers will train and to continue its very strong and positive relationship with its community members and community organizations throughout the city. The mission of the PPD is to work in partnership with the community, to protect life and property, and enhance the quality of life in Pittsfield.

The Pittsfield Police Department is committed to providing the highest quality of law enforcement service to the community, with its goal of enhancing the quality of life within the community of Pittsfield. Therefore, the PPD will be utilizing laptops that will support the activities such as, Community Academy, Training for the officers to enhance their capabilities to connect to the community as well as Overtime for the officers who will be teaching and training in the days to come. For all these reasons we thank you for your consideration of our request for your support.

PROJECT OBJECTIVES:**Community Program Initiative: Pittsfield Police Department****Time Line-Project Plan:**

Purchase Laptops for online trainings	Oct-X	Nov	Dec	Jan	Feb	Mar	April	May	Jun	Jul	Aug	Sept	Oct
Officers to set schedule for upcoming online trainings		X											
Communication sent out to Community through PPD Website for upcoming Community Academy Trainings		X		X		X							
NIBRS REPORTS/ Monthly			X										
Officers to train for conducting classes online		X											
Rape/ Aggression/ Defense Online trainings			X	X	X								
RAD Training Eval			X	X	X								
Community Academy Eval						X	X	X					

Due to the timing of the available funding, laptops will be ordered as soon as funding is made available. Trainings will begin when these have been received by the PPD..

Budget Detail - Year 2

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
(DOI Financial Guide, Section 3.10)

A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation						
		<i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
Officer #1	Police Training Officer	\$69,000.00	yearly	10	1%	\$6,900		\$6,900
Officer #2	Police Officer	\$78,000.00	yearly	5	1%	\$3,900		\$3,900
				Total(s)		\$10,800	\$0	\$10,800
Narrative								

The Pittsfield Police Department is requesting FY20 BYRNE JAG Grant funds to support overtime hours only for two of the seven Pittsfield Police Officers who will be able to train the citizens of the City of Pittsfield remotely during community programs. These programs include the Community Academy as well as RAD (Rape/ Aggression/ Defense) training.

B. Fringe Benefits					
Name		Computation			
<i>List each grant-supported position receiving fringe benefits.</i>		<i>Show the basis for computation.</i>			
		<i>Base</i>	<i>Rate</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>
				\$0	\$0
				Total(s)	\$0
Narrative					

Purpose Area #4

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				<i>Cost</i>	<i>Quantity</i>	<i># of Staff</i>	<i># of Trips</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
			N/A					\$0		\$0
<i>Total(s)</i>								\$0	\$0	\$0
<i>Narrative</i>										

D. Equipment					
Item <i>List and describe each item of equipment that will be purchased</i>	Computation <i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Laptops with Speakers and cameras	7	\$2,617.75	\$18,325		\$18,325
			Total(s)	\$18,325	\$0
Narrative	The laptops purchased with the BYRNE JAG Funding will be utilized by the department as well as the attendees of the community programs due to the required social distancing guidelines as a result of the COVID-19 pandemic. The Pittsfield Police Department is developing new alternatives of training to keep the community engaged in its effort to continue the Community Academy as well as the RAD program.				

E. Supplies					
Supply Items		Computation			
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>			
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution
				\$0	\$0
				Total(s)	\$0
Narrative					

F. Construction							
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>					
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request	
				\$0		\$0	
				Total(s)	\$0	\$0	\$0
Narrative							

G. Subawards (Subgrants)						
Description		Purpose		Consultant?		
<p>Provide a description of the activities to be carried out by subrecipients.</p>		<p>Describe the purpose of the subaward (subgrant)</p>		<p>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</p>		
				Total Cost	Non-Federal Contribution	
					\$0	
				Total(s)	\$0	\$0
Consultant Travel (if necessary)						
Purpose of Travel		Location	Type of Expense	Computation		
<p>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</p>		<p>Indicate the travel destination.</p>	<p>Hotel, airfare, per diem</p>	<p>Compute the cost of each type of expense X the number of people traveling.</p>		
			Cost	Duration or Distance	# of Staff	Total Cost
						\$0
						Total
						\$0
Narrative						
H. Procurement Contracts						
Description		Purpose		Consultant?		

Purpose Area #4

<p>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</p>	<p>Describe the purpose of the contract</p>	<p>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</p>	
			<p>Total Cost</p>
			<p>Non-Federal Contribution</p>
			<p>Federal Request</p>
			<p>\$0</p>
			<p>Total(s)</p>
			<p>\$0</p>
			<p>\$0</p>

Consultant Travel (if necessary)

Purpose of Travel	Location	Type of Expense	Computation					
<p>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</p>	<p>Indicate the travel destination.</p>	<p>Hotel, airfare, per diem</p>	<p>Compute the cost of each type of expense X the number of people traveling.</p>					
			<p>Cost</p>	<p>Duration or Distance</p>	<p># of Staff</p>	<p>Total Cost</p>	<p>Non-Federal Contribution</p>	<p>Federal Request</p>
						<p>\$0</p>		<p>\$0</p>
<p>Total</p>						<p>\$0</p>		<p>\$0</p>
<p>Narrative</p>								

I. Other Costs

Description	Computation
<p>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</p>	<p>Show the basis for computation</p>

Purpose Area #4

	<i>Quantity</i>	<i>Basis</i>	<i>Cost</i>	<i>Length of Time</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
					\$0		\$0
<i>Total(s)</i>					\$0	\$0	\$0
<i>Narrative</i>							

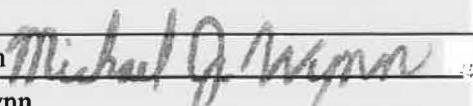
J. Indirect Costs					
Description <i>Describe what the approved rate is and how it is applied.</i>		Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>			
		Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution
				\$0	\$0
			Total(s)	\$0	\$0
Narrative					

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

1. Type of Federal Action: <input checked="" type="checkbox"/> B a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> B a. bid/offer/application b. initial award c. post-award	3. Report Type: <input checked="" type="checkbox"/> A a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: City of Pittsfield/ Police Department 39 Allen Street Pittsfield, MA 01201	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: 16.738	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> N/A	b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i> N/A	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: Michael J. Wynn  Print Name: Michael J. Wynn Title: Chief of Police Telephone No.: (413) 448-9717
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



**CITY OF PITTSFIELD
POLICE DEPARTMENT**

POLICE HEADQUARTERS, 39 ALLEN STREET, PITTSFIELD, MASSACHUSETTS 01201 (413) 448-9700, FAX (413) 448-9733

OFFICE OF THE CHIEF OF POLICE

(413) 448-9717

PROFESSIONALISM • ETHICS • INTEGRITY • SENSITIVITY • ACCOUNTABILITY

Disclosure of Pending applications

The City of Pittsfield Police Department does not have (and is not proposed as a sub-recipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for sub-awards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

Michael J. Wynn
Chief of Police



**CITY OF PITTSFIELD
POLICE DEPARTMENT**

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FY20 Byrne JAG Application
City of Pittsfield/ Pittsfield Police Department

Information regarding Communication with the Department of Homeland Security (DHS) and/or
Immigration and Customs Enforcement (ICE)

**Each applicant must provide responses to the following questions as an attachment to the
application:**

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
YES

- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
No

- (3) If yes to either: • Please provide a copy of each law or policy; • Please describe each practice; and • Please explain how the law, policy, or practice complies with section 1373.
See Attachment (Immigration Policy)

POLICY 413: Role of the Pittsfield Police Department in Immigration Enforcement

Issue Date: April 24, 2017

Effective Date: April 30, 2017

Review Date: October 30, 2017

MPAC Standards 1.2.7, 42.2.8(a)

Presidential Executive Order No 13768 (1/25/17)

I. PURPOSE AND SCOPE

The Pittsfield Police Department (PPD) recognizes and values the diversity of the community it serves. Many of our residents have emigrated to this community from other countries and some may not be citizens or legal residents of the United States. The City and the Pittsfield Police Department are committed to promoting safety and providing proactive community policing services to all who live, work or visit our community. In furtherance of the adherence to the department's community policing philosophy, all community members and general stakeholders should know that they are encouraged to seek and obtain police assistance and protection regardless of their specific immigration and/or documentation status without fear of status checks.

The Pittsfield Police Department relies upon the cooperation of all persons located in the city of Pittsfield including citizens, legal residents as well as those without a specific documentation status, to achieve our important goals of protecting life and property, investigating and preventing crime as well as resolving recurring neighborhood issues. Assistance from various immigrant populations is especially important when an immigrant, whether documented or not, is the victim or witness to a serious crime including the intimate partner issue of domestic violence. It is absolutely essential that these victims do not feel apprehensive or intimidated in any way in coming forward with the requisite information and general firsthand knowledge to aid in investigating a particular crime and holding those responsible accountable to our criminal justice system. This type of essential mutual trust and spirit of cooperation is absolutely crucial in preventing and solving crime incidents, as well as maintaining public order, safety and security in the entire community.

We fully realize that federal civil immigration enforcement or perceived enforcement by the Pittsfield Police Department could have a "chilling effect" in our local immigrant community and could limit cooperation with police by members of the community at large. As stated, we depend on the cooperation of all of our residents and stakeholders including immigrants, documented and undocumented, in solving all sorts of crimes and in the maintenance of public order. Without assurances that they will not be subjected to an immigration investigation and possible deportation, many immigrants with critical information would not come forward, even when heinous crimes are committed against them and/or their families. Since many families with undocumented family members also include legal immigrant members, this would drive a potential wedge between the Pittsfield Police and portions of the legal immigrant community as well.

POLICY 413: Role of the Pittsfield Police Department in Immigration Enforcement

We as duly sworn police officers are responsible for providing effective police services to everyone in the City of Pittsfield in an equal, fair, and just manner. The Pittsfield Police Department is concerned primarily for the safety and welfare of all individuals found within the territorial jurisdiction of the City of Pittsfield. Thus, detection of criminal behavior is of primary interest and concern in dealing with any individual suspected of violating the law. Race, religion, gender, sexual orientation, age, occupation, immigration status or any other arbitrary characteristic pertaining to any specific individual have **absolutely no bearing** on any decision for a Pittsfield Police Officer to effectuate a stop or detention of an individual or have **any impact whatsoever** on the decision to make a lawful arrest for a violation of a criminal law.

The specific immigration status (or lack thereof) of an individual or group of individuals in and of itself, is not and shall not be a matter of local police concern or subsequent enforcement action by the PPD, unless there exists through reliable and credible information a potential threat to public safety and/or national security. It is incumbent upon all officers and employees of the Pittsfield Police Department to make an unyielding personal commitment to equal enforcement of the law and equal service to the public regardless of immigration-documentation status. Confidence in this valued commitment will not only protect an individual's rights and freedoms from being adversely affected but shall also increase the public's confidence in the police department's effectiveness and efficiency in protecting and serving the members of the entire City of Pittsfield community.

II. DHS renews ICE *Secure Communities Program* ("S-Comm") via Presidential Executive Order 13768

1. Procedural Background:

The Commonwealth of Massachusetts officially became part of what was previously known as the **Federal *Secure Communities Program*** on May 15th, 2012. The Federal Program was operational nationwide until it was ordered discontinued on November 20th, 2014 by then Secretary of Homeland Security Jeh Johnson and replaced by what was known as the **Priority Enforcement Program ("PEP")** which was in effect from January 1st of 2015 – January 25th of 2017 which allowed for a more focused approached regarding enforcement priorities for those undocumented individuals who were either previously convicted of felonies, 3 or more serious misdemeanors or were considered recent border crossers and/or were subjected to final orders of deportation.

However on January 25th of 2017 the President of the United States issued Executive Order No. 13768 titled ***Enhancing Public Safety in the Interior of the United States*** which revoked the **Priority Enforcement Program** and restored the former **Secure Communities Program ("S-Comm")**.

2. S-Comm online 1/25/17: Biometric Fingerprint Submissions:

Under the newly reinstated Federal **Secure Communities Program**, the fingerprints of all persons arrested by state and local law enforcement agencies, in which those

POLICY 413: Role of the Pittsfield Police Department in Immigration Enforcement

agencies routinely submit these electronic biometric prints to the FBI (via the Massachusetts State Police server)¹ for criminal justice database checks, are also automatically shared with the Department of Homeland Security (DHS-ICE). During that electronic submission Immigration and Customs Enforcement (ICE) personnel will check the local arrestee's (currently being held in a police lock-up by the local or State PD) personal biographical information against the active DHS-ICE immigration databases. If ICE determines that it has what was deemed to be an "actionable interest" in the local arrestee based on a hit (match) on that database with the submitted fingerprints, ICE will then determine what specific enforcement action, if any, to take based on their DHS Enforcement Priorities and available personnel resources in existence at the time of the hit.

3. Request for an Immigration Detainer by ICE:

If the local arrestee appears to have violated the federal immigration laws ICE will decide whether or not to issue what is known as a Request for an Immigration Detainer form (currently referenced as a "I247A, Immigration Detainer") for the arrested individual currently held in local police custody. A Request for a Detainer form, which is sent via a fax after an initial phone call is made to the local police department's Officer In Charge, is an official *request* from DHS-ICE directed to the specific state or local law enforcement agency to hold the individual for a period not to exceed 48 hours so that ICE has the opportunity to arrange for the potential transfer of the individual into federal custody in situations when gaining immediate custody is either impracticable or impossible, and to notify DHS before the person is released from custody.²

4. ICE's Enforcement Priorities:

In a Memo dated 2/20/17 from DHS Secretary John Kelly to federal law enforcement agencies that these enforcement priorities are now more wide ranging than under the previous PEP including not just felony convictions (as was previously the case under PEP):

- but all convictions on the arrestee's BOP of "any crime" including misdemeanors,
- as well as those arrestees currently being charged with an offense without a conviction record,
- those alleged to have committed acts of fraud,
- abuses of any benefit program,
- subject of final orders of deportation
- those who commit acts that constitute threats to national security or public safety in general

¹ Massachusetts Local Law Enforcement Agencies are required to submit fingerprints to the Massachusetts State Police State Identification Section (SIS) under 803 CMR 700, 7.08 (1-5) Criminal Justice Information System: Fingerprints.

² 8 CFR 287.7(a) and 8 CFR 287.7(d). Federal law provides that an individual cannot be held on a detainer for longer than 48 hours, excluding weekends and holidays. At the end of the 48 hour period, the detainer expires.

POLICY 413: Role of the Pittsfield Police Department in Immigration Enforcement

- or those who, "in the judgment of an immigration officer, otherwise pose a risk to public safety or security."
- Executive Order: Enhancing Public Safety in the Interior of the United States, Jan. 25, 2017; See also DHS Memo dated 2/20/17 from DHS Secretary John Kelly.

If the local arrestee appears to have violated the federal immigration laws (e.g., overstayed a visa, crossed the border without inspection), ICE will now decide whether to issue the Request for a Detainer for the arrested individual.³

5. DHS Secure Communities ("S-Comm") and Potential Impacts on Local Community Policing Efforts:

DHS-ICE and the DHS Secure Communities Program do not operate in a vacuum and local law enforcement must always be mindful that the resulting enforcement actions that are undertaken by ICE can run the risk that these actions may potentially adversely impact the local police agencies and the long standing relationships that they have with their respective communities, in what some stakeholders may conclude is a negative fashion. According to DHS, S-Comm only entails the sharing of information known as "*interoperability*" between local law enforcement>MSP and > the FBI and DHS. Any subsequent immigration enforcement action that is taken after that information is shared is not part of the S-Comm Program, but instead is the result of an independent determination by ICE Enforcement and Removal Operations (ERO). Similarly, any action taken by the local law enforcement agency at the time of the arrest and prior to booking and submission of fingerprints to the federal databases is not part of the S-Comm Program.

However, with this in mind, it is important to note that much of the criticisms of the S-Comm Program relate to the enforcement activities before (with the local police making an arrest) and after (with ICE Officials potentially transferring custody of the arrestee) the actual information sharing of biometrics which defines the process takes place. While ICE has distinguished between S-Comm's "*interoperability*" function and the subsequent detention and/or removal of an individual via the ERO process, the distinction is often times lost on many community stakeholders, advocates and even some law enforcement officials.

As a result, we anticipate that the reinstitution of the S-Comm Program may be commonly viewed and perceived by many as the entire process which begins with an initial arrest by the local law enforcement agency and often times ends in deportation of the local arrestee. To the community at large, especially urban, immigrant communities such as the city of Pittsfield, local law enforcement agencies

³ Note: Once a state or local law enforcement agency submits fingerprint data of an arrestee for the purposes of a record check to the federal government, no specific agreement or MOU with the individual state is legally necessary for one agency of the federal government (e.g., FBI) to share the data with another federal agency (e.g., DHS-ICE).

POLICY 413: Role of the Pittsfield Police Department in Immigration Enforcement

participating in the S-Comm Program run the risk of being viewed by many as immigration agents, regardless of the actual limited role that they play in the process.

Therefore, it is imperative that the local community is informed and educated at appropriate venues and community forums at appropriate intervals as to the specifics of the local law enforcement agencies' actual role in the S-Comm process so as not to jeopardize the trust, confidence and spirit of cooperation that the police department and the community at large have formed over the course of several years.

III. POLICY

The enforcement of the nation's federal civil immigration laws are the primary responsibility of the federal government. Accordingly, the Pittsfield Police Department shall not undertake immigration-related investigations and shall not routinely inquire into the specific immigration status of any person(s) encountered during normal police operations. Exceptions may be made under Section IV (C) below. Further, the Pittsfield Police Department shall not enter into any voluntary Federal 287(g) Program that would have local officers trained and sworn to enforce federal civil immigration laws.

This prohibition does not preclude the Pittsfield Police Department from cooperating and assisting with federal immigration officials from the DHS Immigration and Customs Enforcement (ICE) Agency when formally requested as part of an on-going criminal investigation, or from notifying those federal officials in serious situations where a potential threat to public safety or national security is perceived. [See § IV (C), (D) below].

IV. PROCEDURE

A. Immigration Detainer – Notice of Action

1. Whenever any Shift Supervisor (Commander) or Desk Officer of the Pittsfield Police Department receives and Immigration Detainer (Form I-247A; issued 3/17) in the form of a fax from DHS-ICE, the Officer shall immediately upon arrival at Headquarters inform the bailing Clerk or Assistant Clerk Magistrate of the existence of the Federal ICE Detainer when they respond to Police Headquarters to make the decision of setting bail on those currently in custody.
2. It shall be the decision of the bailing Clerk of Court to decide whether to set a monetary bail, release on personal recognizance or order that the arrestee be held in police custody via the Immigration Detainer until court is next in session.
3. The Shift Supervisor shall ensure that the Arresting Officer adheres to the following procedure when an Immigration Detainer is received.
 - a) Scan a copy of the detainer into the arrest report in IMC as an attachment.
 - b) Make a copy of the detainer and staple it to the original report for Records.

POLICY 413: Role of the Pittsfield Police Department in Immigration Enforcement

- c) Place the original copy of the detainer on the clipboard marked ACTIVE ICE DETAINERS, which will be located behind the Sergeant's desk.
- d) Add the proper charge to the arrest report.

Perform List (1 Item)					
State Law Listing by Description					
Description	Type	Fine	Court Code	Chapter	Section
IMMIGRATION DETAINER (8 CFR 287.7) - N			8CFR287.7	8CFR	287.7

- i. Although the issuance of a Detainer by ICE is not a criminal charge please add the 'Description' above under charges so that we can accurately track each Detainer that is received.
- e) Update the arrest report and narrative.
- f) Upon the report's completion, submit report to the Desk Sergeant.
- g) If a decision is made to bail the arrestee DHS-ICE: ERO shall be notified by the Shift Supervisor/Commander, in order to inform DHS-ICE that the subject is no longer in our custody and will not be available for transfer.
- h) The arrestee SHALL always be afforded a copy of the applicable ICE Immigration Detainer Form.

Federal law provides that the individual cannot be held on a Detainer for longer than 48 hours, excluding weekends and holidays. At the end of the 48 hour period, the Detainer shall expire forthwith.

B. Inquiries into Immigration Status:

1. A person's right to file a police report; participate in any police-community activities, or otherwise benefit from general police services **shall not be contingent upon the individual providing proof of citizenship or any type of documented immigration status.** MPAC Standard: 42.2.8(a)
2. Consequently, officers **shall not** question any person about his or her specific citizenship or immigration status unless that person is reasonably believed to be involved in one or more of the activities identified in Subsection IV (C) below.
3. Officers shall not request passports, visas, resident alien cards (i.e., "green cards"), or travel documents in lieu of, or in addition to, driver's licenses and other standard forms of identification. Such documents shall only be requested when standard forms of identification are unavailable or when the officer is proceeding under Subsection IV (C) below.⁴

⁴ **Note:** An exception to the above could occur if an operator of a lawfully stopped motor vehicle presents what appears to be a valid Foreign Country's Driver's License in which the license is valid in this state for only one (1) year and requires the operator to produce proof to the investigating officer of the most recent admission date to the United States so as to effectively toll the one year time period. (e.g., Form I-94 or Passport with the entry stamp).

POLICY 413: Role of the Pittsfield Police Department in Immigration Enforcement

C. Cooperation With Federal Immigration Authorities During Investigations

In furtherance of the department's community policing philosophy and continued engagement and outreach efforts, Pittsfield Police Officers **shall not** participate in any federal civil immigration related **investigations** (federally initiated requests for investigative assistance or information) of any immigrant or foreign national, **except** when the **immigrant or foreign national**:⁵

1. is **arrested** for any **violent felony** by PPD Personnel including but not limited to:
 - ❖ Murder,
 - ❖ Assault with intent to Murder,
 - ❖ Assault & Battery by means of a Dangerous Weapon,
 - ❖ Assault by means of a Dangerous Weapon,
 - ❖ Armed Burglary,
 - ❖ Rape, (or any Sex Offense)
 - ❖ Mayhem, or
 - ❖ Armed Robbery;
2. When the PPD acquires reliable information that the individual in Pittsfield Police custody has been **convicted** in a court of competent jurisdiction of **any violent felony**;
3. is **arrested** by PPD Personnel for any **terrorism-related offense**, or is otherwise *reasonably suspected* of involvement in any terrorist and/or subversive activities;⁶
4. is **arrested** for any offense involving the entry or fraudulent assimilation or **trafficking of individuals** into the United States, or is reasonably suspected of participating in an **organized venture** to bring or fraudulently assimilate undocumented foreigners in this country; **OR**
5. is **suspected** based upon the legal standard of **probable cause** (basis of knowledge and veracity) of **participating in criminal street gang activity involving violence and/or distribution of illegal drugs/weapons.**

⁶ **Note:** The FBI Joint Terrorism Task Force (JTTF) shall also be contacted forthwith.

POLICY 413: Role of the Pittsfield Police Department in Immigration Enforcement

D. No member of this Department will prohibit, or in any way restrict, any other member from doing any of the following regarding the citizenship or immigration status, lawful or unlawful, of any individual, within the parameters of this policy (8 USC § 1373):

1. Sending information to, or requesting or receiving such information from ICE
2. Maintaining such information in Department records
3. Exchanging such information with any other federal, state or local government entity

E. Immigration and Customs Enforcement (ICE) Investigations and/or Requests for Assistance:

1. The U.S. Bureau of Immigration and Customs Enforcement has primary jurisdiction for enforcement of the provisions to Title 8, U.S. Code dealing with illegal entry into the United States by foreign nationals.

2. Pittsfield Police Officers shall not directly participate in any such ICE tactical operation(s) solely for the civil enforcement of federal immigration laws as part of any Detention or Arrest Team unless:

- it is in direct response to a request for immediate assistance on a temporary basis for "Officer Safety" purposes; or
- for the assistance in the apprehension of any individual who is also wanted on a Massachusetts issued Warrant Management System Criminal Warrant (WMS) which remains in full force and effect at the time of the request.

3. Whenever ICE has occasion to be in the City of Pittsfield, whether looking for a target(s) who is the subject of a criminal warrant (usually the criminal investigatory side of ICE - *Homeland Security Investigations* (HSI) or looking for individuals who have Final Orders of Deportation (Civil side -*Enforcement & Removal Operations*-ERO) the Shift Supervisor or Shift Commander shall send a Serious Incident Notification Alert (GO-2017-001) to the Chief of Police and other Command Staff Personnel.

- In addition the Desk Sergeant shall ascertain from the notifying ICE Agent or Supervisory Agent who called the Desk Sergeant - pursuant to national de-confliction protocol to alert the presence in the city at a specific address - the specific "reason"

POLICY 413: Role of the Pittsfield Police Department in Immigration Enforcement

that they are looking to place the wanted individual into federal custody.

- If it is for a Massachusetts Criminal Warrant or other State Warrant⁷ for which we as duly sworn Pittsfield Police Officers have the right of arrest, then we may assist.
- If it is for civil reasons only then we shall decline to assist and not respond and only assist if a situation rises where an officer's (Agent's) safety is at risk where there is an emergency call for assistance.
- In all cases the Desk Sergeant shall ensure that a call number is generated on the Dispatch Log by emergency Communications (e.g., Immigration Enforcement).
- The ICE Agent shall be asked to call back the Desk Sergeant with the results of the investigation (e.g., no service, one in custody, etc.) so that the Dispatch Log can be updated.
- For those individuals placed in custody by ICE Officials for solely for civil enforcement reasons a courtesy booking shall not be required.

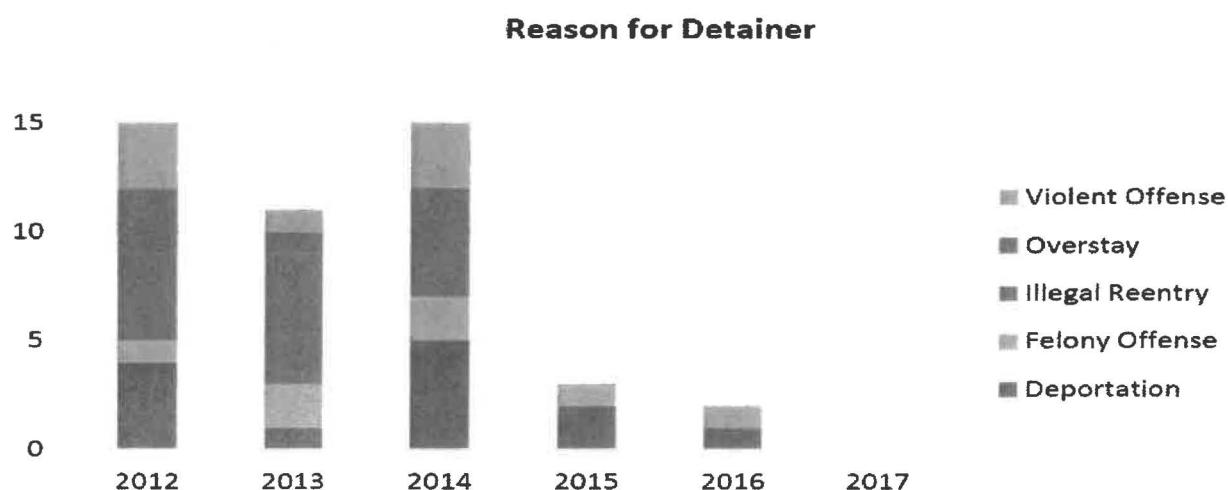
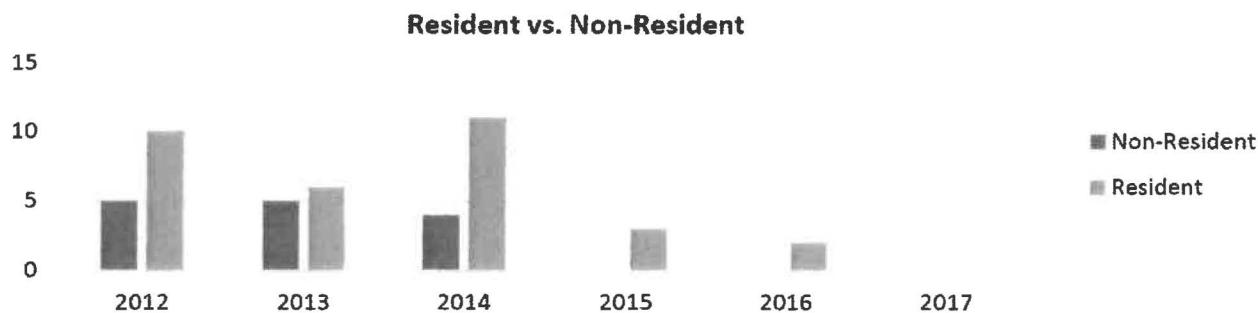
4. Any investigative detention by a member of the Pittsfield Police Department during the request for assistance by ICE shall be based upon a reasonable suspicion that the detained individual is either involved in criminal activity other than a civil violation of federal immigration laws or is wanted by the Commonwealth of Massachusetts on a WMS Active Warrant.

E. Tracking Sheet Maintained by the Crime and Intelligence Analyst

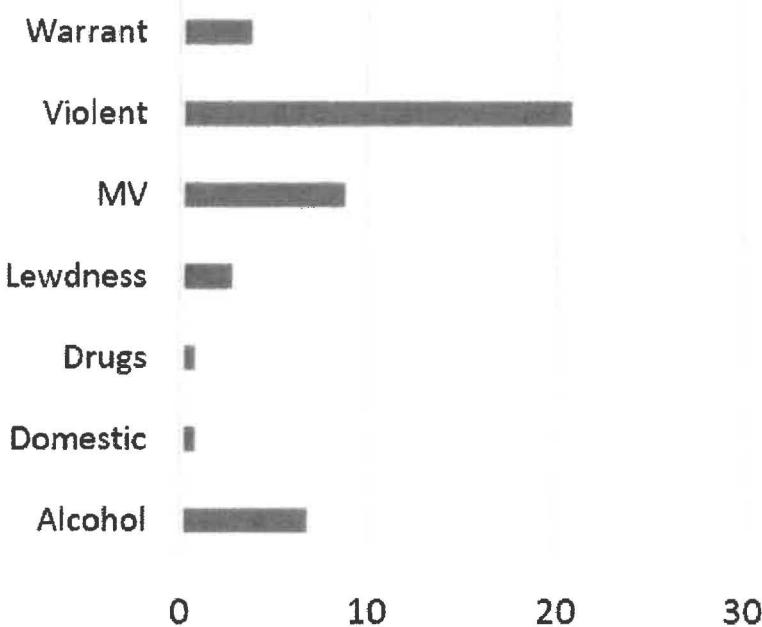
- An electronic tracking sheet listing all ICE Detainers shall be maintained by the Department's Crime Analyst
- The Tracking Sheet shall list the Case #, Date, Arrestee's Name, ICE Official Name sending the Detainer, Arrest Location, Offense(s), Detainer #, Reason for Detainer, Criminal History (Y/N), Held Overnight (Y/N), and Weekend (Y/N).
- The Administrative Services Division shall conduct periodic follow-ups with ICE to determine if an arrestee that was taken into federal custody by ICE was in fact deported. The information shall be added to the Tracking Sheet as well.
- The Tracking Sheet shall have restricted access on the department's SharePoint Intranet
- The Crime Analysis and Reporting Unit shall send out quarterly reports to the Chief of Police and the Command Staff including but not limited to the following charts printed below for illustrative purposes:

⁷ See G.L. Chapter 276 Sections 10(a) (b) for authorization for arrests from Fugitives from Justice from other States.

POLICY 413: Role of the Pittsfield Police Department in Immigration Enforcement



Reason for Arrest



POLICY 413: Role of the Pittsfield Police Department in Immigration Enforcement

F. In-Service Training:

The sworn members of the Pittsfield Police Department shall undergo In-service training each calendar year on the provisions of this policy and any existing changes to the Federal Government's Policy on Immigration Enforcement.

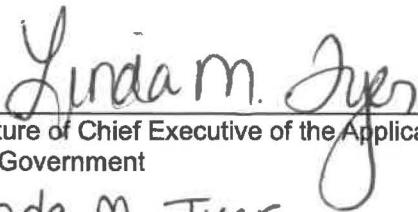
**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.



Signature of Chief Executive of the Applicant Unit of Local Government

8/19/2020

Date of Certification

Mayor

Title of Chief Executive

Linda M. Tyer
Printed Name of Chief Executive

City of Pittsfield / Police Department
Name of Applicant Unit of Local Government



THE CITY OF PITTSFIELD
OFFICE OF THE MAYOR
70 Allen Street, Pittsfield, MA 01201
(413) 499-9321 • ltyer@cityofpittsfield.org

Linda M. Tyer
Mayor

October 22, 2020

To the Honorable Members of the City Council
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant in the amount of \$140,874.06 from the U.S. Department of Homeland Security.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/CVB
Enclosure



City of Pittsfield Fire Department
74 COLUMBUS AVENUE, PITTSFIELD, MA 01201 (413) 448-9764 FAX (413) 448-9766

October 15, 2020

Honorable- Linda Tyer
Mayor- City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Mayor Tyer,

Submitted for your consideration, is an authorization requesting the City of Pittsfield to accept a grant of funds from the U.S. Department of Homeland Security.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas Sammons".

Thomas Sammons
Fire Chief

Cc: Matthew Kerwood, City Treasurer
Allison Crespo, City Accountant
Nicole Gai, Assistant Treasurer

City of Pittsfield

MASSACHUSETTS

IN CITY COUNCIL

AN ORDER

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY

Ordered: That the City of Pittsfield, by and through its Mayor and City Council, is hereby authorized to accept a grant of funds in the amount of One Hundred Forty Thousand Eight Hundred Seventy Four Dollars and Six Cents (\$140,874.06) from the U.S. Department of Homeland Security, and that said funds may be expended pursuant to Massachusetts General Laws, Chapter 44, Section 53A, and in accordance with the provisions of the grant, a copy of which is attached to this Order.

Said grant is ninety percent (90%) of the approved project cost of \$154,961.47 and requires a ten percent (10%) match of \$14,087.41 from participating communities.

Therefore, the breakdown of funds is as follows:

Federal Share Breakdown \$140,874.06

Adams	\$2,486.15	North Adams Ambulance	\$40,834.55
Adams Ambulance	\$2,587.34	North Adams	\$10,970.59
Blandford	\$ 217.60	Pittsfield	\$34,238.78
Cheshire	\$8,271.20	Sandisfield	\$ 5,904.53
Clarksburg	\$ 774.73	Savoy	\$ 1,897.15
Dalton	\$8,292.26	Sheffield	\$ 6,948.82
Florida	\$2,587.34	Stamford	\$ 1,798.57
Great Barrington	\$4,672.64	Stockbridge	\$ 2,893.88
Lanesboro	\$3,923.25	Williamstown	\$ 1,574.68

10% Match Breakdown \$14,087.41

Adams	\$248.62	North Adams Ambulance	\$4,083.46
Adams Ambulance	\$258.73	North Adams	\$1,097.05
Blandford	\$ 21.76	Pittsfield	\$3,423.90
Cheshire	\$827.12	Sandisfield	\$ 590.45
Clarksburg	\$ 77.47	Savoy	\$ 189.71
Dalton	\$829.22	Sheffield	\$694.88
Florida	\$258.73	Stamford	\$179.86
Great Barrington	\$467.26	Stockbridge	\$289.39
Lanesboro	\$392.33	Williamstown	\$157.47

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

anne ferin
PITTSFIELD, CITY OF
74 COLUMBUS AVE
PITTSFIELD, MA 01201

EMW-2020-FG-00528



FEMA

Dear anne ferin,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) has been approved in the amount of \$140,874.06 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$14,087.41 for a total approved budget of \$154,961.47. Please see the FY 2020 AFG-S Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2020 AFG-S Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher Logan".

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental

Recipient: PITTSFIELD, CITY OF

DUNS number: 840454763

Award number: EMW-2020-FG-00528

Summary description of award

The purpose of the Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) is to provide funds for the purchase of PPE and related supplies, including reimbursements, to prevent, prepare for, and respond to coronavirus. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S)'s purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Obligating document

1. Agreement No. EMW-2020-FG-00528	2. Amendment No. N/A	3. Recipient No. 046001408	4. Type of Action AWARD	5. Control No. WX03218N2020T
6. Recipient Name and Address PITTSFIELD, CITY OF 74 COLUMBUS AVE PITTSFIELD, MA 01201		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742
9. Name of Recipient Project Officer anne ferin		9a. Phone No. 4134489754	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program	10a. Phone No. 1-866-274-0960
11. Effective Date of This Action 08/07/2020		12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 08/14/2020 to 08/13/2021 Budget Period 08/14/2020 to 08/13/2021

15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2020-FC-GB01 - P431-xxxx-4101-D	\$0.00	\$140,874.06	\$140,874.06	\$14,087.41
		Totals	\$0.00	\$140,874.06	\$140,874.06	\$14,087.41
b. To describe changes other than funding data or financial changes, attach schedule and check here:						
N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)						
This field is not applicable for digitally signed grant agreements						

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$154,961.47
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
<hr/>	
Federal	\$140,874.06
<hr/>	
Non-federal	\$14,087.41
<hr/>	
Total	\$154,961.47
<hr/>	
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the AFG-S NOFO.

Approved request details:

Personal Protective Equipment (PPE)

Gloves

DESCRIPTION

Nitrile medical exam gloves all sizes box of 100

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	480	\$14.19	\$6,811.20	Supplies

Footwear Covers

DESCRIPTION

grip bottom shoe covers box of 100 each

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	46	\$26.79	\$1,232.34	Supplies

Gloves

DESCRIPTION

170 boxes of gloves for EMS testing and responding to Covid-19

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	170	\$9.86	\$1,676.20	Supplies

Protective Coveralls

DESCRIPTION

1 Xlarge Tyvek Suit case

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$175.00	\$175.00	Supplies

Isolation Gowns

DESCRIPTION

Large Tyvek Suits

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$152.00	\$152.00	Supplies

Eye Protection

DESCRIPTION

Disposable Face Shield

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	580	\$3.71	\$2,151.80	Supplies

Eye Protection

DESCRIPTION

UVEX Medical goggles

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	282	\$20.99	\$5,919.18	Supplies

Eye Protection

DESCRIPTION

Disposable Face shield

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	265	\$3.71	\$983.15	Supplies

Protective Coveralls

DESCRIPTION

Tyvek suits, all sizes

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1,530	\$13.49	\$20,639.70	Supplies

Respirators

DESCRIPTION

1/2 face reusable respirator for EMS and Fire

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	170	\$21.00	\$3,570.00	Supplies

CHANGE FROM APPLICATION

Budget class from Equipment to Supplies

JUSTIFICATION

This award reflects a change in budget object class from Equipment to Supplies.

Isolation Gowns

DESCRIPTION

2 cases specialized gowns

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	2	\$350.00	\$700.00	Supplies

Eye Protection

DESCRIPTION

Disposable face shields

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	100	\$2.28	\$228.00	Supplies

Protective Coveralls

DESCRIPTION

Tyvek Suits

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	50	\$6.50	\$325.00	Supplies

Gloves

DESCRIPTION

Nitrile Medical Exam gloves all sizes

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	399	\$14.19	\$5,661.81	Supplies

Respirators

DESCRIPTION

P-100 filter w/adapter for regional Fire departments

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	96	\$84.00	\$8,064.00	Supplies

CHANGE FROM APPLICATION

Budget class from Equipment to Supplies

JUSTIFICATION

This award reflects a change in budget object class from Equipment to Supplies.

Surgical Type Face Masks

DESCRIPTION

Surgical Masks boxes of 300

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	43	\$33.00	\$1,419.00	Supplies

Eye Protection

DESCRIPTION

Molded goggles

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	140	\$3.31	\$463.40	Supplies

Isolation Gowns

DESCRIPTION

EMS gowns

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	50	\$2.82	\$141.00	Supplies

Respirators

DESCRIPTION

8 boxes of 20 N-95 respirators

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	8	\$159.00	\$1,272.00	Supplies

Gloves

DESCRIPTION

Xlarge nitrile Gloves

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	20	\$14.95	\$299.00	Supplies

Eye Protection

DESCRIPTION

safety glasses

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	12	\$4.90	\$58.80	Supplies

Isolation Gowns

DESCRIPTION

lightweight isolation gowns

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	420	\$1.24	\$520.80	Supplies

Respirators

DESCRIPTION

p-100 filter with adapter fire service

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	233	\$84.00	\$19,572.00	Supplies

CHANGE FROM APPLICATION

Budget class from Equipment to Supplies

JUSTIFICATION

This award reflects a change in budget object class from Equipment to Supplies.

Supplies

DESCRIPTION

alcohol towelettes for faceshield cleaning

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	2	\$11.50	\$23.00	Supplies

Supplies

DESCRIPTION

15 gallon disinfectant

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$159.00	\$159.00	Supplies

Isolation Gowns

DESCRIPTION

Isolation Gown, Medical

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	653	\$3.66	\$2,389.98	Supplies

Eye Protection

DESCRIPTION

Helmet and faceshield

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	20	\$30.45	\$609.00	Supplies

Eye Protection

DESCRIPTION

Uvex Goggles

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	182	\$20.99	\$3,820.18	Supplies

Supplies

DESCRIPTION

strategically located Disinfecting sprayer machines for Public Safety Buildings and vehicles.
For all 31 communities in Berkshire County. Covering Central, South and North.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	10	\$800.00	\$8,000.00	Supplies

CHANGE FROM APPLICATION

Budget class from Equipment to Supplies

JUSTIFICATION

This award reflects a change in budget object class from Equipment to Supplies.

Gloves

DESCRIPTION

2 cases of nitrile gloves

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	2	\$84.90	\$169.80	Supplies

Protective Coveralls

DESCRIPTION

Tyvek Suits

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	755	\$13.49	\$10,184.95	Supplies

Gloves

DESCRIPTION

Nitrile Gloves

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	10	\$13.95	\$139.50	Supplies

Respirators

DESCRIPTION

N-95 box of 20 all sizes

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	270	\$39.79	\$10,743.30	Supplies

Footwear Covers

DESCRIPTION

Grip bottom shoe covers

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	31	\$26.79	\$830.49	Supplies

Respirators

DESCRIPTION

N-95 Box of 20

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	375	\$39.79	\$14,921.25	Supplies

Isolation Gowns

DESCRIPTION

lightweight isolation gowns

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	400	\$1.24	\$496.00	Supplies

Isolation Gowns

DESCRIPTION

Isolation Gowns

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	400	\$3.66	\$1,464.00	Supplies

Eye Protection

DESCRIPTION

Molded Medical Goggles

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	44	\$3.31	\$145.64	Supplies

Surgical Type Face Masks

DESCRIPTION

Surgical masks box of 300

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	91	\$33.00	\$3,003.00	Supplies

Respirators

DESCRIPTION

1/2 face filters P-100

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	520	\$7.00	\$3,640.00	Supplies

CHANGE FROM APPLICATION

Budget class from Equipment to Supplies

JUSTIFICATION

This award reflects a change in budget object class from Equipment to Supplies.

Respirators

DESCRIPTION

1/2 face reusable respirator

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	255	\$21.00	\$5,355.00	Supplies

CHANGE FROM APPLICATION

Budget class from Equipment to Supplies

JUSTIFICATION

This award reflects a change in budget object class from Equipment to Supplies.

Respirators

DESCRIPTION

1/2 face p-100 filters

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	976	\$7.00	\$6,832.00	Supplies

CHANGE FROM APPLICATION

Budget class from Equipment to Supplies

JUSTIFICATION

This award reflects a change in budget object class from Equipment to Supplies.



THE CITY OF PITTSFIELD
OFFICE OF THE MAYOR
70 Allen Street, Pittsfield, MA 01201
(413) 499-9321 • ltyer@cityofpittsfield.org

Linda M. Tyer
Mayor

October 22, 2020

To the Honorable Members of the City Council
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant in the amount of \$15,500.00 from the Commonwealth of Massachusetts Executive Office of Public Safety and Security.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/CVB
Enclosure



City of Pittsfield Fire Department
74 COLUMBUS AVENUE, PITTSFIELD, MA 01201 (413) 448-9764 FAX (413) 448-9766

October 20, 2020

Honorable- Linda Tyer
Mayor-City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Mayor Tyer,

Submitted for your consideration is an authorization requesting the City of Pittsfield to accept a grant of funds from the Commonwealth of Massachusetts Emergency Management Agency.

Sincerely,

Thomas Sammons
Fire Chief

Cc: Matthew Kerwood, Finance Director
Allison Crespo, City Accountant
Nicole Gai, Assistant Treasurer

City of Pittsfield

MASSACHUSETTS

IN CITY COUNCIL

AN ORDER

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT AN APPROPRIATION OF FUNDS FROM THE COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY, MASSACHUSETTS EMERGENCY

Ordered:

MANAGEMENT AGENCY

That the City of Pittsfield, by and through its Mayor and City Council, is hereby authorized to accept an appropriation of funds in the amount of Fifteen Thousand Five Hundred (\$15,500.00) from the Commonwealth of Massachusetts Executive Office of Public Safety and Security.

Said funds may be expended pursuant to Massachusetts General Laws, Chapter 44, Section 53A, and in accordance with the provisions of the grant, a copy of which is attached to this order.

Ferin, Anne

From: Sammons, Thomas
Sent: Tuesday, October 20, 2020 11:46 AM
To: Ferin, Anne
Subject: FW: FY20 EMPG Notice to Proceed - Pittsfield
Attachments: Pittsfield EMPG20 Contract Signed.pdf

From: Grants, EM (CDA) <em.grants@state.ma.us>
Sent: Friday, October 16, 2020 11:45 AM
To: Sammons, Thomas <tsammons@cityofpittsfield.org>
Subject: FY20 EMPG Notice to Proceed - Pittsfield

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Morning,

Attached is your finalized/signed 20EMPG contract. Your contract performance period is **10/16/2020** with an end date of **6/30/2021**.

- **Project Revisions:** Should you encounter issues with your approved project and need to revise your scope please send your request to EM.Grants@mass.gov. Project revisions need to be preapproved to ensure your revisions are allowable under the EMPG program.
- **Contract Extensions:** If during your performance period you find things running behind schedule we ask that you send us a request to extend your end date as soon as possible to give us the time needed to create and finalize a contract amendment.
- **Reimbursement Requests:** As a reminder, this is a reimbursement grant so you will need to submit a reimbursement request when completed. Back up documentation must be included with your request (invoices and proof of payment for items you purchased in accordance with your approved application and for match). Your final reimbursement request will be due, via email, 30 days after your contract end date. Only approved activities within your contract performance period will be allowable.

Please contact me should you have any questions or need assistance with your project.

Best regards,

Emily Horan
Emergency Management Grants Specialist
Massachusetts Emergency Management Agency
400 Worcester Road
Framingham, MA 01702
Cell: 508.848.9532
Office: 508.820.1407

Thomas Sammons
Fire Chief

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions, Contractor Certifications and Commonwealth Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/ctr-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/oss-forms>.

CONTRACTOR LEGAL NAME: (and d/b/a): PITTSFIELD, City of		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency (MEMA)	
Legal Address: (W-9, W-4): 70 ALLEN STREET PITTSFIELD, MA 01201-6250		Business Mailing Address: 400 Worcester Rd, Framingham, MA 01702	
Contract Manager: Thomas Sammons	Phone:	Billing Address (if different): same	
E-Mail: tsammons@cityofpittsfield.org	Fax:	Contract Manager: Lorri Gifford / Emily Horn	Phone: 508.820.2004
Contractor Vendor Code: VC6000192128		E-Mail: EM.Grants@mass.gov	Phone: 508.820.1407
Vendor Code Address ID (e.g. "AD001"); (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY21EMPG2000000PITTS	
		RFR/Procurement or Other ID Number: FFY2020EMPG	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior to Amendment:</u> _____ Enter Amendment Amount: _____ AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended. <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$15,500			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: Funding for this grant is provided via a Federal Fiscal Year 2020 Emergency Management Performance Grant (EMPG) award, CFDA #97.042 and has a required dollar-for-dollar match. Funds will only be used for activities outlined in the subrecipient's approved FFY2020 application and in accordance with attached Federal Articles of Agreement, and MEMA Special Conditions and Reporting Requirements and the SIEC Special Conditions for Interoperability Grants.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <ol style="list-style-type: none"> <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of <u> 20 </u>, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of <u> 20 </u>, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. 			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2021</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Linda M. Tyler</u> Date: <u>7/20/2020</u> <small>(Signature and Date Must Be Handwritten At Time of Signature)</small>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>David Mahr</u> Date: <u>10/16/2020</u> <small>(Signature and Date Must Be Handwritten At Time of Signature)</small>	
Print Name: <u>Linda M. Tyler</u> Print Title: <u>Mayor</u>		Print Name: <u>David Mahr</u> Print Title: <u>Chief Administrative Officer</u>	

FFY 2020 EMPG Application

APPLICANT INFORMATION:

TOWN/CITY/TRIBE:	Pittsfield	
DUNS #: (required)	840454763	Expiration Date: (required)

PROJECT Point of Contact (Emergency Manager/Director):

Name:	Thomas Sammons	Anne Ferin
Title:	Fire Chief	Office Manager
Email:	tsammons@cityofpittsfield / Aferin@cityofpittsfield.org	Phone: 413-4489765

PROJECT STATEMENT OF WORK:

Provide a description of your project that includes "who, what, when, where, why and how"

The City of Pittsfield is in the process of rebuilding the Dive Team in the Fire Department. This will be a regional asset that can be utilized throughout Berkshire County. The team will be able to work independently or with other entities within Berkshire County. The funds would be used to upgrade equipment.

At this time, the dive/rescue capabilities in the Berkshire County are very limited. Our ability to respond at a moments notice will enhance the survivability of victims of water emergencies.

Will anything be installed?	No
Are you purchasing any communication equipment?	No
Are you purchasing a drone or drone accessories?	No
Are you purchasing sonar equipment?	No

Please email your completed Application to EM.GRANTS@mass.gov (do not mail copy)

PROJECT BUDGET

What is your Total Eligible Award Amount: <i>If Regional, List each community and their eligible award amount below</i>	\$15,500.00
Town/City/Tribe Name(s)	Award Amount
Pittsfield	15,500

Please list your estimated project cost below:

Description of Each Proposed Expenditure	AEL #	Portable or Installed	Quantity	Total Cost
Viking Pro Dry suits	01WA-03-SUTD	portable	4	\$ 10,336.00
LGS SAR Buoyancy device	01WA-06-BCMP	portable	5	\$ 2,875.00
Sherwood Blizzard Pro	01WA-01-SCBA	portable	5	\$ 1,576.50
LGS Chest Harness	01WA-06-HRNS	portable	5	\$ 366.25
Pony regulator neck strap	01WA-01-BKUP	portable	5	\$ 42.50
Valve tool kit	01WA-06-MAIN	portable	1	\$ 303.75
				TOTAL
				\$ 15,500.00

MATCH

Please list below what you will use as match:

Match Description (your match amount must equal award amount and be an allowable activity/expense)	Total Match to be Provided
Community's Emergency Notification System Code Red 8/10/20-8/9/21	\$ 22,410.00
TOTAL	\$ 22,410.00

Please email your completed Application to EM.GRANTS@mass.gov (do not mail copy)



THE CITY OF PITTSFIELD
OFFICE OF THE MAYOR
70 Allen Street, Pittsfield, MA 01201
(413) 499-9321 • ltyer@cityofpittsfield.org

Linda M. Tyer
Mayor

October 22, 2020

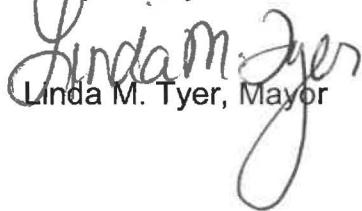
To the Honorable Members of the City Council
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant in the amount of \$275,000.00 from the Massachusetts Department of Housing to the City of Pittsfield's Department of Community Development.

The Gateways Housing Rehabilitation Program is designed to provide funding to assist homeowners whose properties have been cited for building and sanitary code violations or that are subject to commercial insurance cancellation due to the substandard property conditions. This program targets multi-family structures with up to four (4) housing units, in which at least one unit is permanent, year-round rental housing.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/CVB
Enclosure



CITY OF PITTSFIELD

DEPARTMENT OF COMMUNITY DEVELOPMENT, CITY HALL, 70 ALLEN STREET, RM 205, PITTSFIELD, MA 01201

October 20, 2020

Mayor Linda Tyer
City Hall, 70 Allen Street
Pittsfield, MA 01201

Dear Mayor Tyer:

In March 2020 the City of Pittsfield was awarded the Gateways Housing Rehabilitation Program (GHRP) in the amount of \$275,000.00. This award is contingent upon an execution of a GHRP grant contract between the Department of Housing and Community Development (DHCD) and the City of Pittsfield. While the contract was delayed due to the pandemic, we have now received the contract for the City execution.

The City of Pittsfield's Department of Community Development is pleased to have been awarded these funds, which will be used to provide funding to assist homeowners whose properties have been cited for building or sanitary code violations or that are subject to commercial insurance cancellation due to substandard property conditions. This program targets multi-family structure with up to four (4) housing units, in which at least one unit is permanent, year-round rental housing. This grant will be available to Pittsfield families that may earn no more than 110% of area median income (AMI) in 2020.

The GHRP program seeks to help homeowners solve problems that will have a significant impact on the use and enjoyment of the home, now and in the future.

In the administration of the program, the City will use the Guidelines for Housing Rehabilitation that is used for its existing CDBG program. This includes the documents used in the program, such as income verification forms, and review process.

The City of Pittsfield has been administering the Home Rehabilitation program for over 40 years to benefit low-and moderate-income individuals. The City also administers a Residential Handicapped Accessible Ramp Program, and a Lead Abatement Program through the City's Community Development Block Grant Programs.



CITY OF PITTSFIELD

DEPARTMENT OF COMMUNITY DEVELOPMENT, CITY HALL, 70 ALLEN STREET, RM 205, PITTSFIELD, MA 01201

Heni Harvender, Housing Specialist, will be managing this program. Please do not hesitate to contact her if you should have any questions.

Sincerely,

Deanna L. Ruffer
Director

Enclosures

City of Pittsfield

MASSACHUSETTS

IN CITY COUNCIL

AN ORDER

**AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS IN
THE AMOUNT OF \$275,000 FROM THE MASSACHUSETTS EXECUTIVE OFFICE
OF HOUSING AND ECONOMIC DEVELOPMENT**

Ordered:

That the City of Pittsfield, by and through its Mayor and City Council, is hereby authorized to accept a grant of funds in the amount of Two Hundred and Seventy Five Thousand (\$275,000.00) Dollars, from the Massachusetts Executive Office of Housing and Economic Development, and that said funds be expended pursuant to Massachusetts General Laws, Chapter 44, Section 53A.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Pittsfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Housing & Community Development MMARS Department Code: OCD	
Legal Address: (W-9, W-4): 70 Allen St., Pittsfield MA 01201-6250		Business Mailing Address: 100 Cambridge Street, Suite 300 Boston, MA 02114	
Contract Manager: Henri Harvender	Phone: 413 499 9367	Billing Address (if different): same	
E-Mail: hharvender@cityofpittsfield.org	Fax:	Contract Manager: Julissa Tavarez	Phone: 617 573 1407
Contractor Vendor Code: VC6000192129		E-Mail: Julissa.Tavarez@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): scocd321021570070000 RFR/Procurement or Other ID Number: GATEWAYS NOFA	
<p><input checked="" type="checkbox"/> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget) 		<p><input type="checkbox"/> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20 _____. Enter Amendment Amount: \$ _____. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget) 	
<p>The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions</p>			
<p>COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.</p> <p><input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)</p> <p><input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>275,000</u>.</p>			
<p>PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>%</u> PPD; Payment issued within 15 days <u>%</u> PPD; Payment issued within 20 days <u>%</u> PPD; Payment issued within 30 days <u>%</u> PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Rehabilitation of distressed 2-4 unit properties to benefit persons at or below 110% of AMI.</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <ol style="list-style-type: none"> <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of <u> , 20 </u>, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2020</u>, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. 			
<p>CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2021</u>, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.</p>			
<p>CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.</p>			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: <u>Louis Martin</u> _____	
Print Title: _____		Print Title: <u>Director</u> _____	



STANDARD CONTRACT FORM INSTRUCTIONS

CONTRACTOR CERTIFICATIONS

COMMONWEALTH TERMS AND CONDITIONS

INSTRUCTIONS

The following Instructions, Contractor Certifications and the applicable Commonwealth Terms and Conditions are incorporated by reference into an executed Standard Contract Form. Instructions are provided to assist with completion of the Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

Contractor Legal Name (and D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for a Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUY5, the name of the Contract Manager must be included in the Contract on COMMBUY5.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

Commonwealth Department Name: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager

(with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or e-mail address if invoices must be sent to a different location. Billing, confirmation of delivery or performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the e-mail address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20-character encumbrance transaction number associated with this Contract, which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Document IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference or tracking number for this Contract or Amendment which will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (Left Side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

Procurement or Exception Type: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, or local government or other entities.

Department Procurement: Check this option for a Department contract procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If this is a multi-Department user Contract, state that multi-Department use is allowable in the section labeled "Brief Description."

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government, the provision of necessary or mandated services, or where the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status



STANDARD CONTRACT FORM INSTRUCTIONS

CONTRACTOR CERTIFICATIONS

COMMONWEALTH TERMS AND CONDITIONS

Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements; all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended, or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract Document IDs, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year). See "Amendments, Suspensions, and Termination Policy."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if there is no change.

Amendment Type: Identify the type of Amendment being made. Documentation supporting the updates to performance and budget must be attached.

Amendment to Date, Scope or Budget: Check this option when renewing a Contract or executing an Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material change" in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that exempts or prohibits a Contract from being

competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach Supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the Commonwealth Terms and Conditions (TC), the Commonwealth IT Terms and Conditions (TC-IT), or the Commonwealth Terms and Conditions for Human and Social Services (TC-HHS). The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both. Specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT, in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under M.G.L. c. 29, § 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank, please identify that the Contractor agrees to the standard 45 day cycle, a statutory/legal exemption such as Ready Payments (M.G.L. c. 29, § 23A), or only an initial accelerated payment for reimbursements or startup costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle, in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in the Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.



STANDARD CONTRACT FORM INSTRUCTIONS

CONTRACTOR CERTIFICATIONS

COMMONWEALTH TERMS AND CONDITIONS

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2021" or "FY2021-23"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access the procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2021" or "FY2021-23") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to the fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations are incurred by the Contractor prior to the Effective Date, which the Department has either requested, accepted, or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under the same encumbrance and object codes as the Contract payments. Performance dates are subject to M.G.L. c. 4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to M.G.L. c. 4, § 9.

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled "Department Head Signature Authorization" and "Contractor Authorized Signatory Listing" for guidance.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date." Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps are not acceptable.** Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. See the **Commonwealth's policy on electronic or digital signatures.**

Contractor Name/Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing.**

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date." **Rubber stamps are not acceptable.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name/Title: Legibly enter Authorized Signatory's name and title.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein.

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies that it is qualified and shall at all times remain qualified to perform this Contract, and that performance shall be timely and meet or exceed industry standards for the performance required, which includes obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting



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discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud, or unfair trade practices with any other person, and that any actions to avoid or frustrate fair and open competition are prohibited by law and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and M.G.L. c. 11, §12 for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 CMR 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including Executive Order 147; M.G.L. c. 29, § 29F; M.G.L. c. 30, § 39R; M.G.L. c. 149 §§ 27C, 44C and 148B; and M.G.L. c. 152, § 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including, but not limited to, the Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under M.G.L. c. 66A; and the Massachusetts Constitution Article XVIII, if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15 for performance made and received (goods delivered, services completed) prior to June 30, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15 or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of an estimated payment releases the Commonwealth from further claims for these invoices. **If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

Payments Subject To Appropriation. Pursuant to M.G.L. c. 29 §§ 26, 27 and 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by M.G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, M.G.L. c. 62C, § 49A, reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under M.G.L. c. 62E, withholding and remitting child support including M.G.L. c. 119A, § 12, TIR 05-11, New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy or receivership within the last three calendar years which would negatively impact Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department, in writing, of any filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC § 1352; other federal requirements; Federal Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and



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confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under M.G.L. c. 93H and c. 66A and other applicable state and federal privacy requirements. The Contractor shall comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under M.G.L. c. 214, § 3B.

For all Contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c)

provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification, withholding of payments, Contract suspension, or termination, pursuant to the Commonwealth's Terms and Conditions, the Commonwealth IT Terms and Conditions, or the Commonwealth Terms and Conditions for Human and Social Services. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Corporate and Business Filings and Reports. The Contractor certifies compliance with all certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments related to its conduct of business in the Commonwealth, and with relevant requirements of its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); M.G.L. c. 149, § 27G (moving office furniture and fixtures); M.G.L. c. 149, § 27H (cleaning state office buildings or buildings leased by the state); M.G.L. c. 6C, § 44 (MassDOT relocation of utilities or utility facility); M.G.L. c. 7, § 22 (contracts for meat products and clothing and apparel); M.G.L. c. 71, § 7A (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations (M.G.L. c. 151 and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); M.G.L. c. 151A (unemployment insurance and contributions); M.G.L. c. 152 (workers compensation and insurance); M.G.L. c. 150A (Labor Relations); M.G.L. c. 153 (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

Federal And State Laws And Regulations Prohibiting Discrimination. Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C. § 12101, et seq., the Rehabilitation Act, 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); M.G. L. c. 151B (Unlawful Discrimination); M.G.L. c. 151E (Business Discrimination); the Public Accommodations Law M.G.L. c. 272, §§ 92A; M.G.L. c. 272, §§ 98 and 98A, Massachusetts Constitution Article CXIV and M.G.L. c. 93, § 103; 47 USC § 255 (Telecommunication Act); M.G.L. c. 149, § 105D, M.G.L. c. 151C, M.G.L. c. 272, §§ 92A, 98 and 98A, and M.G.L. c. 111, § 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.



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Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability. Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller (CTR) or Operational Services Division (OSD), and it may not be used if a Department is utilizing the Commonwealth IT Terms and Conditions. The term “other damages” in Section 11 of the Commonwealth Terms and Conditions, “Indemnification,” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth’s ability to join the contractor as a third party defendant. Further, the term “other damages” shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth’s use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [M.G.L. c. 7, § 22C](#), for state agencies, state authorities, the state House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland or if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief, and certifies that it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [M.G.L. c. 30, § 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under

the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders including, but not limited to, the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [M.G.L. c. 151E, § 2](#). If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law, including [M.G.L. c. 268A, § 5\(f\)](#) and this Order, which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor’s company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.



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Executive Orders 523, 526 and 565. Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.). Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 565 (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 § 61(s). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

MASSACHUSETTS GHR PROGRAM
Budget Summary Sheet - FY 2021

PROGRAM/PROJECT/ACTIVITY		GHR FUNDS (\$)	OTHER FUNDS
1	PROPERTY ACQUISITION		
2	CLEARANCE/DEMOLITION		
3	RELOCATION (Permanent)		
4	HOUSING REHABILITATION		
A	Program Delivery		
B	Unit Development/Creation		
C	Rehabilitation Loans/Grants	275,000	\$51,340
D	Other		
5	COMMUNITY ECONOMIC DEVELOPMENT		
A	Program Delivery		
B	Acquisition		
C	Commercial Improvements (Signs/Facades)		
D	Assist to For-profits (formally Sm. Business Assist.)		
E	Infrastructure or Streetscape Improvements		
F	Planning		
M	Other		
N	Micro enterprise Assistance		
6	PUBLIC FACILITIES/INFRASTRUCTURE		
A	Program Delivery		
B	Streets and Sidewalks		
C	Parks and Recreation		
D	Neighborhood Facilities		
E	Parking		
F	Water		
G	Sewer		
H	Drainage		
I	Architectural Barriers		
J	Other		
K	Design only (architectural and engineering)		
7	PLANNING		
8	PUBLIC SOCIAL SERVICES		
A	Program Delivery		
B	Program Costs		
9	GENERAL ADMINISTRATION		
	TOTAL PROGRAM COSTS	\$275,000	\$51,340

MASSACHUSETTS GATEWAYS HOUSING REHABILITATION PROGRAM

Community Name.
GRANT # GMS assigned

ATTACHMENT A- SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

I. INTRODUCTION

A. Definitions

1. **Project** means the rehabilitation activities described in the Application, any amendments or supplements thereto, and other such submittals required by this Contract, which are to be carried out to meet the objectives of the Massachusetts Gateways Housing Rehabilitation (GHR) Program.
2. **Income-eligible households** means households with income that does not exceed 110% of the median income of the metropolitan area in which the household is located, as determined by the Secretary of federal Department of Housing and Urban Development (HUD) with adjustments for smaller and larger households.

B. Contract

This Contract shall consist of the following documents:

- a. The Commonwealth Standard Contract Form
- b. The Commonwealth Standard Terms and Conditions
- c. This Attachment A
- d. Attachment B, BUDGET

C. Authority

The GHR Program is a program administered by the Department of Housing and Community Development (Department or DHCD) under Chapter 99 of the Acts of 2018 (the Act), item 7004-0052. The City/Town of _____ (Contractor) will receive grant funds from the Commonwealth's Affordable Housing Trust Fund to carry out a housing rehabilitation program that involves rehabilitating qualified 2-4 unit properties throughout its jurisdiction.

II. SCOPE OF SERVICES

The Contractor agrees to perform the activities described in the GHR grant application submitted on October 31, 2019, approved by the Department (Application), as may be amended from time to time with the approval of the Department, to the extent authorized by the following paragraphs. Where the Contractor has received full funding for an activity, it must be carried out as described in the Application. Key personnel and qualifications shall conform to the functional descriptions included in the Application. Where the activities described in the Application are inconsistent with this Attachment A, this Attachment A shall control. Any later change in activities shall be made only with the prior written approval of the Department.

Notwithstanding the "Contract End Date" stated on page one of this Contract, the Contractor agrees that the activities funded herein shall be completed June 30, 2021 and a final Quarterly Activities Report shall be filed by July 15, 2021 (see Section IV), unless the Department grants an extension for completion of activities and filing of final reports. Further, the obligations of the Contractor set forth in this Attachment A shall survive the "Contract End Date" of the Contract.

In accordance with the GHR Program Notice of Funding Availability, or GHR Program-related notices or guidelines issued by the Department, and this Contract including Attachment A, Contractor will undertake the following activities for the GHR Program:

- 1) Identify, document, and maintain a list of properties for potential rehabilitation that:
 - a. Have been cited through building or sanitary code enforcement activities or are subject to a notice of insurance cancellation due to substandard conditions; and

- b. Contain 2 to 4 housing units, in which at least 1 unit is permanent, year-round rental housing and is occupied by an income-eligible household.
- 2) Through a rehabilitation loan program (approved by the Department), fund and monitor the rehabilitation of GHR Program eligible housing units by income-eligible households and such units' proportional share of common area work, if applicable, to ensure compliance with all GHR Program requirements, including bringing the housing units into compliance with Article II of the Massachusetts Sanitary Code, as well as, applicable building code and state and federal lead paint laws.
- 3) Secure each selected property with an affordable housing restriction, which incorporates rental restrictions and/or resale/recapture provisions, as approved by the Department for a minimum fifteen (15) year term.
- 4) Establish a recapture revolving fund to be used for additional rehabilitation activities to be approved by the Department under the GHR Program.
- 5) Maintain a list of and monitor each rehabilitated property until such time as each GHR affordable housing restriction has expired to ensure that the properties remain in compliance with the applicable affordable housing restrictions and GHR Program requirements.

III. PAYMENT MECHANISM

- 1. **PAYMENT MECHANISM** - For the purposes of this Contract, the parties shall follow the procedures outlined in the Massachusetts CDBG Program Operations Manual with regard to the processing and payment of invoices utilizing DHCD's Intelligents Grant Management System (GMS).

IV. COMPLIANCE REQUIREMENTS

All activities authorized by this Contract shall be subject to and performed in accordance with the approved Application submitted by Contractor, the provisions of this Contract, and any regulations, directives or guidelines as may be established by the DHCD for the GHR Program. Where appropriate, the Contractor shall cause any subgrantees to comply with these requirements.

All activities authorized by this Contract shall be conducted in accordance with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth including, but not limited to, the following:

- A. **Rehabilitation Standards** - GHR Program-funded housing rehabilitation must bring substandard housing units into compliance with Article II of the Massachusetts Sanitary Code, which sets minimum habitability standards for residential dwellings, state and local building code requirements; and as applicable, state requirements for historic preservation, lead paint, asbestos, hazardous materials and residential fuel storage.

GHR projects are required to use Energy Star building performance standards that are set out at www.energystar.gov. The Department requires different levels of compliance for different rehabilitation activities. In light to moderate rehabilitation, Energy Star compliant components – windows, doors, appliances, heating systems – must be used when replacing existing components. In full, gut rehabilitation the entire unit must be brought to full, Energy Star building standards.

- B. **Nondiscrimination** – The Contractor shall not deny any services or otherwise discriminate in the delivery of services to any person because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, familial status, disability, marital status, genetic information, military status, because such person is a recipient of federal, state, or local public assistance or because of any other basis prohibited by law. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations and administrative and Executive Orders prohibiting discrimination, including but not limited to the Fair Housing Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975.

- C. The Contractor agrees to take reasonable steps to ensure persons with limited English proficiency have meaningful access to its programs, activities and services in accordance with DHCD policy.

- D. **Conflict of Interest**. The Contractor shall adhere to the requirements of the state's Conflict of Interest Law, M.G.L. Chapter 268A.

- E. **Participant Approval** - The determination of an individual's eligibility for program participation shall not be subject to the approval of any local governing body unless required by law. In these instances, the

appropriate citation shall be provided to the Department, accompanied by a plan to protect the privacy of individuals and guarantee objectivity in the process. Any such plan shall be subject to Department approval.

F. **Affirmative Fair Housing Marketing.** Prior to the marketing of any rehabilitated unit pursuant to an affordable housing restriction, the Contractor must receive the Department's approval of the affirmative fair housing marketing plan ("Marketing Plan") to be implemented in the sales or rentals of the rehabilitated units. The Contractor must receive prior written approval by the Department for any amendments to the Marketing Plan.

G. **Monitoring Responsibilities.** The Contractor shall monitor compliance with and enforce the terms of the affordable housing restriction that is approved by the Department ("Restriction") for each property from the time such Restriction goes into effect and until the termination of the Restriction. Such monitoring responsibilities shall include, but not limited to:

1. **Affordable Housing Restriction.** Ensuring that each property is restricted by a Restriction that is fully executed and recorded at the appropriate Registry of Deeds ("Registry") before the rehabilitation is funded by the GHR Program.
2. **Single Case Waivers** – Rehabilitation projects are limited to GHR-funded amounts of up to \$35,000 per unit and \$75,000 per property absent a Contractor waiver. Contractor may allow single case waivers of these limits only if consistent with written policies describing the waiver process that are previously approved by DHCD in writing.
3. **Ongoing Monitoring.** Performing all obligations outlined in the Restriction including monitoring and enforcing the rental, resale and refinancing provisions and ensuring that the owner of each property is complying with the terms of the Restriction.

The Contractor shall provide reasonable supplemental monitoring on its own initiative in order to ensure to the extent practicable the (i) compliance of each property with the Restrictions and (ii) compliance by the owners of the properties with the requirements of the Restrictions. The services hereunder shall also include considerations of requests by owners of the properties for refinancing, further encumbrances, and leasing the properties; and follow-up discussions with the owners of properties, if appropriate, after an event of noncompliance.

The Contractor shall have the right to delegate its monitoring obligations with prior written approval by the Department.

4. **Enforcement of the Restriction.** In the event of an owner's noncompliance with the terms of a Restriction, the Contractor shall take appropriate enforcement action to compel the owner's and property's compliance with the Restriction.
5. **Annual Monitoring Reports.** Until the termination of the last remaining Restriction, the Contractor shall annually prepare and deliver an annual monitoring report to the Department regarding whether each of the property subject to a Restriction remains in compliance with the terms of the Restriction and the GHR Program. The annual monitoring report shall also indicate the extent of noncompliance with the relevant requirements of the Restrictions and, if any, shall describe efforts being made by the Contractor to remedy such noncompliance. The Contractor shall deliver the annual monitoring report to the Department within one hundred and twenty (120) days of the end of each calendar year until the expiration of the last remaining Restriction.

V. REPORTING REQUIREMENTS

- A. The Contractor shall establish and maintain a comprehensive financial management system.
- B. The Contractor shall maintain separate, full and accurate records and books relative to the GHR Program grant funds.
- C. The Contractor shall grant DHCD full and free access to its books, records and accounts.

D. The Contractor shall monitor the performance of all activities undertaken pursuant to this Contract to assure the implementation schedule is being met, consistent with the schedule submitted with the Contractor's Submission, and any changes thereto approved by the Department.

1. **Photographic Documentation:** The Contractor shall submit photographs to the Department of all projects assisted with GHR Program funds, illustrating conditions prior to, during, and at completion of the project.
2. **Quarterly Activity Reports:** In accordance with the requirements set forth in the Massachusetts CDBG Program Operations Manual, the Contractor must submit to the Department electronic program reports at the end of each quarter of the program grant year using the Accounting/CDBG/GMS Grants Management System computer software (hereinafter "CDBG/GMS") found at the Department's internet website. The following schedule has been established for the submission of the performance reports:

<u>Quarterly Reports</u>	<u>Quarter Ending</u>	<u>Due Date</u>
No. 1	September 30, 2020	October 15, 2020
No. 2	December 31, 2020	January 15, 2021
No. 3	March 31, 2021	April 15, 2021
No. 4	June 30, 2021	July 15, 2021

For purposes of filing the final Quarterly Activity Report, please note that this report and other additional required information constitute the Close-Out Report as indicated in the Massachusetts CDBG Program Operations Manual.

3. **For Housing Rehabilitation activities**, the Contractor shall submit to DHCD, via CDBG/GMS or other method required by DHCD, data required by DHCD regulations at 760 CMR 61.00, promulgated pursuant to Chapter 334 of the Acts of 2006, and all applicable DHCD directives, guidelines and forms as may be amended from time to time. The Contractor shall collect said data for the express purpose of reporting to DHCD, and the collection and reporting of said data shall comply with said regulations, directives, guidelines and forms.
- E. The Contractor shall submit the Annual Monitoring Reports to the Department consistent with the requirements outlined in Section IV.G.5. above.

VI. APPROVAL BY THE DEPARTMENT FOR CONTRACTUAL MANAGEMENT ASSISTANCE

A copy of the proposed contract for management assistance must be submitted to the Department for any program or activity contracted, in whole or in part, to an entity other than the corporation receiving funds (or any subordinate unit of that corporation). In addition to all required contractual obligations including Commonwealth of Massachusetts requirements, this contract must include: a detailed scope of services; a listing of the actual accomplishments of the contract; and a timetable for all payments that will be made.

VII. OTHER PROGRAM REQUIREMENTS:

- A. **Proceeds from the Repayment or Recapture of Funds.** All repayment or recaptured proceeds from the rehabilitated GHR Program properties shall be retained in a revolving fund created and managed by Contractor. Such funds shall only be used by Contractor after grant funds have been exhausted and only for the rehabilitation of additional properties in accordance with the GHR Program. Use of these funds shall be managed and documented in the same manner and under the same requirements as the grant funds received by Contractor through this Contract. If any monies remain in the revolving fund that will not be used by the Contractor for rehabilitation of additional properties in accordance with the GHR Program, the Contractor shall return such funds to the Department unless otherwise instructed by the Department.
- B. **Massachusetts CDBG Program Operations Manual.** In implementing all activities authorized by this Contract, the Contractor shall use the provisions of the Massachusetts CDBG Program Operations Manual as a guidance document.
- C. **Budget Amendments.** Internal budget amendments that do not affect the total grant award, shall be in accordance with the Massachusetts CDBG Program Operations Manual and the CDBG/GMS.

- D. **Fraud, Waste and Abuse** - The Contractor shall monitor all GHR Program funds and data for irregularities, and investigate all reports of fraud, waste and abuse.
- E. **Publications** All publications resulting from the program funded by this contract shall acknowledge funding by the Massachusetts Department of Housing and Community Development, Gateways Housing Rehabilitation Program.
- F. **Further Assurances.** The Contractor agrees to submit any information, documentation, or certifications requested by the Department which the Department may deem necessary or appropriate to evidence the Contractor's compliance with the GHR Program requirements.
- G. **Default.** In the event of default by the Contractor of any terms of this Scope of Services, the Department reserves the right to deem the Contractor ineligible for any programs administered by the Department and any other state or quasi-state housing agencies for any such period of time that the Contractor remains in default of this Scope of Services and the GHR Program. The Department shall not deem the Contractor ineligible for any programs for purposes of the preceding sentence as long as the Contractor is making good faith efforts to cure any default of this Contract and the GHR Program.
- H. **Confidentiality.** The Contractor shall hold all personal data, wherever obtained, including, without limitation from an individual and the Department in accordance with Section 6 of the Commonwealth Terms and Conditions, the Standard Contract Form Instructions and Contractor Certifications, and all applicable Federal and State privacy and confidentiality laws and regulations, including without limitation, M.G.L.c.66A, "Massachusetts Fair Information Practices Act," M.G.L.c.93H, Security Breaches; M.G.L. c. 66 sec. 17A; 801 CMR 3.00: Privacy and Confidentiality; and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

Pursuant to the requirements of the Standard Contract Form Instructions and Contractor Certifications and the Commonwealth Terms and Conditions, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction use, modification, disclosure, or loss.

The Contractor understands and agrees that only those employees who must access personal data for the performance of their job duties under the GHR Program are authorized to access such personal data. These authorized employees shall not use or disclose this data for purposes other than those required to fulfill their job duties under the GHR Program. Pursuant to the above, the Contractor acts as a holder of personal data and the Contractor certifies that it and its authorized employees shall comply with all Federal and State laws and regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L. c. 93H, and M.G.L. c. 66 sec. 17A. DHCD and the Contractor shall not use any of the foregoing data for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause DHCD or the Contractor to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

Settlement & Release Statement of Expenses

Agency/ City/ Town Name: _____

Insert Start Date Here: _____

Insert latest signature Date here: _____

List expenses with amounts and total:

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Date:

Signature

Title: _____ Telephone: _____

Fax: _____ Email: _____

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Issued May

2004



COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

x

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

, 20 .

My commission expires on:

AFFIX NOTARY SEAL.

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

, 20

AFFIX CORPORATE SEAL.



THE CITY OF PITTSFIELD
OFFICE OF THE MAYOR
70 Allen Street, Pittsfield, MA 01201
(413) 499-9321 • ltyer@cityofpittsfield.org

Linda M. Tyer
Mayor

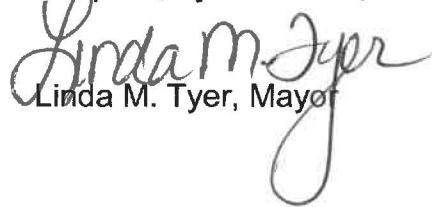
October 22, 2020

To the Honorable Members of the City Council
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amount of \$23,754.50 from the Center for Tech and Civic Life for election administration needs such as ballot drop boxes, personal protective equipment for staff, poll workers, or voters, temporary staffing and election administration equipment.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/CVB
Enclosure



CITY OF PITTSFIELD

CITY CLERK, 70 ALLEN STREET, PITTSFIELD, MA 01201 - TEL. (413) 499-9361 ~ FAX (413) 499-9463

Honorable Linda Tyer
Mayor-City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Mayor Tyer,

Submitted for your consideration is an authorization requesting that the City of Pittsfield accept a COVID-19 Response Grant from the Center for Tech and Civic Life in the amount up to \$23,754.50.

The purpose of the grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in the City of Pittsfield in 2020.

The funds will be used to pay for the ballot drop box, temporary staffing of additional election workers and additional programing costs.

Respectfully submitted,



Michele M. Benjamin,
City Clerk

City of Pittsfield

MASSACHUSETTS

IN CITY COUNCIL

AN ORDER

**AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS IN
THE AMOUNT OF \$23,754.50 FROM THE CENTER FOR TECH AND CIVIC LIFE**

Ordered:

That the City of Pittsfield, by and through its Mayor and City Council, is hereby authorized to accept a grant of funds in the amount of Twenty Three Thousand Seven Hundred Fifty Four Dollars and Fifty Cents (\$23,754.50) Dollars, from the Center for Tech and Civic Life, and that said funds be expended pursuant to Massachusetts General Laws, Chapter 44, Section 53A.



CENTER FOR
TECH AND
CIVIC LIFE

October 21, 2020

Pittsfield City, Massachusetts
City Council President
70 Allen Street
Pittsfield, MA 01201

Dear Peter Marchetti,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Pittsfield City, the Center for Tech and Civic Life (“CTCL”), a nonprofit organization tax-exempt under Internal Revenue Code (“IRC”) section 501(c)(3), has decided to award a grant to support the work of Pittsfield City (“Grantee”).

The following is a description of the grant:

AMOUNT OF GRANT: \$23,754.50 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Pittsfield City in 2020 (“Purpose”).

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement (“Grant Agreement”) and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction (“Applicable Laws”). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.

3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Ballot drop boxes, Personal protective equipment (PPE) for staff, poll workers, or voters, Temporary staffing, and Election administration equipment. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the City Clerk ("the Election Department") or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized

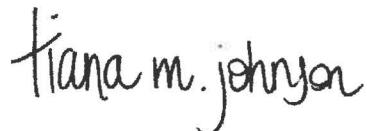


CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandciviclife.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,



Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life

GRANTEE

By: _____

Title: _____

Date: _____



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

70 Allen Street, Pittsfield, MA 01201
(413) 499-9321 • lttyer@cityofpittsfield.org

Linda M. Tyer
Mayor

October 22, 2020

To the Honorable Members of the City Council
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Councilors,

Submitted herewith for your consideration is an Order requesting an appropriation of \$500,000.00 from the Pittsfield Economic Development Fund for a residential Exterior Home Improvement Loan Program entitled "At Home in Pittsfield".

This program meets the public benefit guideline for the economic development fund specifically related to the following:

- Housing and community development goals that align with the city's master plan and Tyler Street TDI.
- Leveraging the private investment provided by our lending and community partners.
- Stimulating the economy by providing jobs in the trades and the market cycle of purchasing and selling homes.

Here's a statistic that illustrates the importance and relevance of housing improvements to our community: 43% of the city's housing stock was built prior to 1939. This data firmly demonstrates that many of our homes are in need of renovation, repair, and improvement. At Home in Pittsfield actively addresses this challenge in a number of ways. The program will create a diversity of housing choices in Pittsfield by helping under-resourced residents either achieve the dream of home ownership or embark on home improvements. These are real and tangible solutions that will tackle the lack of quality housing – a known barrier to economic development and neighborhood stability.

A significant benefit of this program would be the improvement in quality of life for the residents and neighborhoods as well as potentially increasing the homeowner's equity in their home and thus their overall family wealth. This is particularly true in the city's

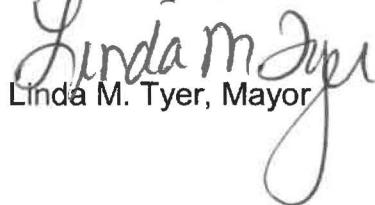
urban neighborhoods, including Morningside and Westside where this program has the potential of helping to decrease the wealth gap amongst the city's residents and homeowners.

As part of this collaborative initiative, we have the privilege of working with four of Pittsfield's major lending institutions including Lee Bank, Greylock Federal Credit Union, Pittsfield Cooperative Bank, and Berkshire Bank, as well as three of Pittsfield's community partners, Central Berkshire Habitat for Humanity, Berkshire County Regional Housing Authority and Berkshire Bridges Working Cities. I am grateful for their support of this initiative and their continued partnership.

Owning a home is not everyone's dream. But for those who imagine it, hope for it, and work towards it we are providing a viable pathway to either home ownership or home improvement – choices that will foster and increase residents' sense of pride for the community.

Attached please find a detailed program description and the staff analysis prepared by the city's Director of Community Development. Thank you for your consideration of this program. Please refer this to the City Council's Committee on Community and Economic Development.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/CVB
Enclosure

City of Pittsfield
MASSACHUSETTS
IN CITY COUNCIL
AN ORDER

**AUTHORIZING THE CITY OF PITTSFIELD TO USE \$500,000 FROM
THE PITTSFIELD ECONOMIC DEVELOPMENT FUND FOR AN
EXTERIOR HOME IMPROVEMENT FORGIVABLE LOAN PROGRAM**

Ordered:

That the City of Pittsfield is hereby authorized to make an allocation of \$500,000 in Pittsfield Economic Development Funds to be used for the City of Pittsfield Exterior Home Improvement Forgivable Loan Program



CITY OF PITTSFIELD

DEPARTMENT OF COMMUNITY DEVELOPMENT, CITY HALL, 70 ALLEN STREET, RM 205, PITTSFIELD, MA 01201

MEMORANDUM

TO: Honorable Members of the
Pittsfield City Council

cc: Mayor Linda M. Tyer
Justine Dodds, Community Development and Housing Program
Manager

FROM: Deanna L. Ruffer, Director 

DATE: October 20, 2020

SUBJECT: Community Development Director's Report
(as required under City Council Rule 38)
Exterior Home Improvement Loan Program

The Mayor is requesting authorization to utilize \$500,000 from the City's Economic Development Fund for a residential Exterior Home Improvement (deferred payment forgivable) Loan Program. The objective of this proposed program is to incentivize city residents to invest in their properties. This includes existing owners investing in home improvements and potential homeowners buying a home and immediately having the resources to improve their new homes. This request is an updated version of a program proposed in 2019. A description of the program is attached and summarized on the following table.

Program Criteria	Original Proposal
Funding Source	EDF
Funding Request	\$500,000
# of housing units	1-2 family structures
Owner Occupied	Yes
Minimum Ownership Period prior to application	2 years
Max \$s	\$25k
Max income	120% AMI
Application process	<ol style="list-style-type: none">1. For homeowners without an existing mortgage, applications would be made directly to city.2. For homeowners with existing mortgage with a participating lender, applications would go through

	<p>lender.</p> <p>3. For homeowners with existing mortgages with other lending institution, the homeowners would start by talking with the Department of Community Development to determine how best to apply.</p>
New homeowners	First priority will be given to existing homeowners
Funding Prioritization	First come first served; goal of investing 60% in morningside & westside
Forgivable	Yes – 7 years

Public benefits

This program will provide existing homeowners with a resource not currently available to help with exterior maintenance without the burden of an additional monthly payment as long as the owner resides in the home. This includes young professionals, working families, retirees, and veterans as well as other who may be on fixed incomes, are burdened with student debt, or do not have sufficient financial resources to make repairs or other improvements to their homes. Additional funding may also be available through the commercial lender, to help homeowners afford other improvements sooner than might have otherwise been possible.

Launching the program in partnership with four local lenders, Central Berkshire Habitat for Humanity, Berkshire County Regional Housing Authority, and Pittsfield's Working Cities program strengthens the City's working relationship with commercial lending institutions and community organizations as well as encouraging lenders to offer new programs to help potential homeowners achieve their dream of homeownership. For example, Greylock Federal Credit Union has developed a specific mortgage product to be available in conjunction with the City's funding.

A secondary benefit of this program would be the improvement in quality of life for the residents and neighborhoods as well as potentially increasing the homeowner's equity in their home and thus their overall family wealth. This is particularly true in the city's urban neighborhoods, including Morningside and Westside where this program has the potential of helping to decrease the wealth gap amongst the city's residents and homeowners.

Housing quality and the need for incentives to upgrade existing housing was identified as a critical factor in stabilizing distressed neighborhoods by MassInc Gateway Cities Innovation Institute and Massachusetts Association of Community Development Corporations in a recent report entitled *Building Communities of Promise and Possibility*. Mayor Tyer served as the co-chair on the Working Group which guided the research on which this report is based. This report focused on the need for local and state investment in lower-income neighborhoods and communities – most notably Gateway Cities where housing is much less expensive than in the eastern part of the state but conditions are physically, socially and economically challenging. This report brought to light the housing and neighborhood stabilization troubles facing communities such as Pittsfield and outlined a series of ways the Commonwealth can effectively address these

challenges. This work has led to the creation of a \$750,000 technical assistance program being led by MassHousing. The City has applied to be a pilot participant under this program.

The proposed exterior improvement program complements the City's CDBG-funded Housing Rehabilitation Program. This program is generally used to bring substandard housing units into compliance with Article 11 of the Massachusetts Sanitary Code and prioritizes lead paint remediation, asbestos removal, and code violations.

In addition, homeowners may also be eligible to access funds from a new program called Gateways Housing Rehabilitation Program. In February 2020, the city was awarded \$275,000 under the Gateways Home Rehabilitation Program grant, which is designed to provide funding to assist 2-4 unit properties that have been cited for sanitary or building code violations or are subject to cancellation of their commercial insurance due to poor property conditions. We expect to be under contract with this program before the end of 2020.

Each of these programs have different focuses and criteria for eligibility. This program compliments the new Gateways Rehabilitation Grant Program, both of which recognize the increasing challenges faced by homeowners with incomes between 80 and 120 percent of median family income. Together and with the partnership of local lenders, these programs provide the City with the ability to assist a broad range of homeowners and housing improvement needs with the outcome being that homeowners benefit, neighborhoods are more attractive, and greater equity in household wealth is achieved.

Housing and Community Development Goals

The City's Master Plan states "A community's housing stock and ownership rate are strong indicators of stability. Although renters are often long term residents and valuable members of neighborhoods, a homeowner is typically more attentive to property maintenance than a renter or absentee landlord. A homeowner also tends to remain in his or her home for a longer period of time than a renter, reducing the amount of turnover within a neighborhood. These and other factors contribute to the level of investment in a neighborhood and ultimately contribute to the value and character as well."

Goal 4 of the Housing section of the Master Plan is to "Raise the Quality of the Housing Stock", stating "...large numbers of houses – old and not so old – need extensive renovation or replacement due to poor design or poor maintenance...".

A report prepared in 2017 to guide the Tyler Street Transformative Development Initiative identified the creation of "A broad mix of housing choices through the District to serve a diverse population and workforce" as one of its six goals. This report also identified the low homeownership rates in the district as a challenge that needed to be addressed in order for the district to achieve its potential, with the available and affordable real estate presenting an opportunity. The proposed Exterior Housing Home Improvement Loan Program could help address both this challenge and opportunity. This program specifically responds to the recommendation to "Identify new funding

resources and incentive structures to foster neighborhood stabilization and residential revitalization.”

The Cities Five Year Consolidated Plan (2020-2025) highlights the challenges of the smaller types of multifamily housing that can be found mainly in Morningside and Westside neighborhoods. “Lending for multi-family homes has become stricter, making it more difficult for owner occupiers to purchase multi-family homes. One significant barrier is that the reserve requirements to get a mortgage have increased.” It also states that “There has been a decline in interest in multi-family purchases among first-time homebuyers – who are among the most likely to be owner occupiers. This tends to reduce building permits because existing owners may be less likely to upgrade the property. In addition, a combination of reduced equity and increased reserve requirements make it more difficult for existing owners to borrow money. Reserve requirements specify that new multi-family owners have access to 10% to 20% of the value of the home in reserve to cover unanticipated vacancies and emergency repairs. With lower appraisals on multi-family homes in the central city neighborhoods, it’s not as likely that new owners can borrow additional funds for repairs at the time of purchase – and more difficult for existing owners to borrow equity line reserves.” The plan also states that “There continues to be a pattern of absentee landlords for much of the housing in the Westside and Morningside neighborhoods. This is believed to adversely affect the quality of housing as absentee landlords are less likely to provide regular upkeep and in addition tenant issues may be left unaddressed for longer periods of time. There was a period in time when low-middle income families were able to obtain loans for multi-family housing as a means of supplementing their cost of housing; however banks have disproportionately foreclosed on these loans.”

A housing market analysis conducted in the summer of 2018 as part of the Tyler Street Transformative Development Initiative project found that the quality of housing in the city is of major concern to those interested in buying or renting in the city and that higher quality and new housing is in short supply compared to demand. Similar concerns about the quality of housing in Pittsfield were voiced during a spring 2020 survey of employees conducted by General Dynamics. Both support the importance and value of encouraging the city’s housing stock to be improved, using tools such as the proposed program.

Finally, through their work with the Berkshire Blueprint 2.0, 1Berkshire has demonstrated a clear linkage between the need to improve the quality of the city’s and Berkshire County’s housing stock. The Blueprint 2.0 defined housing as a key cross-cutting theme, highlighting the linkage between the availability of quality, affordable and proximal housing for those seeking to work in the breadth of industry clusters driving the region’s economy. As stated by 1Berkshire, this need is even more robust in places like Pittsfield where major employers are continuing to navigate recruitment strategies to bring new workforce participants into the region.

Leveraging Private Investment

With 43% of the City’s housing stock having been built prior to 1939, it is not unusual for new homeowners to acquire a home needing some amount of renovation. This

program will provide resources to allow homeowners, who may need all of their available savings for a down payment, to undertake some of these home improvements immediately after becoming a homeowner.

The level of private investment being made as a result of the City's investment will likely be significant. For example, a homeowner may work with Lee Bank, Pittsfield Co-operative Bank or Berkshire Bank to refinance their home at the same time as they are applying for up to \$25,000 from the City for exterior repairs. They may also be eligible for additional funding (for this example, the mortgage amount is assumed to be \$175,000 with an additional \$25,000 assumed available for interior renovations with the actual amount available to be determined based on the "As-Completed Value" of the home) from under a lender program or through a MassHousing program for interior renovations to their home. In this example, every dollar invested by the City would result in \$10.00 of private investment.

In the Morningside and Westside neighborhoods, in addition to being able to access the City's program through local lenders, existing homeowners can access the City's proposed program directly from the City without borrowing from a commercial lender. This provision has been included to help stimulate additional investment in these two neighborhoods and in turn help stimulate appreciation in the residential values. A sizeable number of the homeowners in these two neighborhoods have lived in their homes for decades. This provision acknowledges this fact and that data indicates a segment of the existing homeowners in these neighborhoods may be living on fixed incomes. A recent analysis of data from the American Community Survey found that many of the long-time homeowners in the Tyler St Transformative Development District likely do not have the means to repair their homes. This program provides them with access to funds to make critical exterior repairs, without the burden of repayment as long as they live in the home.

Central Berkshire Habitat for Humanity is also developing a homeowner rehabilitation assistance program which will be able to work in partnership with the City's program. They anticipate being in a position to help make Westside and Morningside homeowners aware of the City's program and assist these homeowners with needed repairs. They have also established an internship program with Taconic, which has the potential of using the City's program to help train new tradespeople.

Stimulating the Economy

This program will directly result in the creation of jobs for local contractors and tradesperson as well as stimulating the local need for renovation materials.

It is estimated that the City's current housing rehabilitation program (which has an income cap of 80% of AMI) provides jobs for approximately 45 people in a wide range of trades per year through the renovation of on average 25 homes per year, creating or retaining the equivalent of 7-10 full time jobs. Assuming five homeowners a year qualify for the proposed exterior housing improvement deferred payment loan program, these projects could reasonably involve multiple contractors and subcontractors, involving 10

to 20 employees, creating or retaining the equivalent of 2-4. In addition, this program can be expected to help stimulate the housing market in the city, particularly for homes with values less than \$200,000 and homes located in the two target neighborhoods. Through the first six months of 2018, the median single family home sale price in Pittsfield was \$162,740.

The proposed the program is a deferred payment loan program with the funding forgiven at the end of seven years. If the owner sells the property during this seven year period, the loan would be repaid at the time of sale. It also warrants mention that the deferral of loan payments will also stimulate the economy as it provides participating homeowners with more income for their first mortgage and for the other day-to-day costs of living.

Program Administration and Oversight

The Department of Community Development is in a unique position to administer this program, as it has successfully developed, managed and administered a federally funded housing rehabilitation program for more than three decades. Department staff includes a Community Development and Housing Program Manager, who has been intimately involved in shaping this proposed program, a Housing Specialist that works closely with rehabilitation customers from income qualification through closing, and a Rehabilitation Specialist who helps homeowners prepare rehabilitation specifications and oversee the contractor.

This staff will be utilized to manage the proposed program when a commercial lender is not involved (projects with existing homeowners in the Morningside or Westside neighborhoods). For projects involving a commercial lending partner, the day-to-day oversight will primarily be done by the lending institution as part of their funding with appropriate reporting and monitoring procedures put in place to ensure that city funds are used for exterior renovations.

As is required for the City's existing federally funded rehabilitation program, applicants will be required to be current with all taxes, licenses and fees due to the City.

The Department of Community Development will monitor the Exterior Home Improvement Program on an ongoing basis, including tracking the number of homeowners assisted, the type of exterior renovations made, the funds expended and private funds leveraged and funds repaid. Additional information can be tracked as determined to be appropriate. Assuming an average of 8 homeowners' access funds each year, this program will benefit new and existing homeowners for three to four years.

At Home In Pittsfield

PROGRAM DESCRIPTION:

The Mayor, in partnership with Central Berkshire Habitat for Humanity, Berkshire County Regional Housing Authority, Pittsfield Working Cities, and four local lenders, has designed a deferred payment loan program to encourage existing homeowners to upgrade the exterior of their homes. The amount of funding available for exterior home improvements will take into consideration the anticipated appraised value of the property after renovations are completed. Properties must be owner occupied and may be single family homes or owner occupied multi-family structure with up to two (2) housing units.

If interested in participating in this program, homeowners should start by determining if their existing mortgage holder is participating in this program. If so, the homeowner should talk to this lender about their eligibility for At Home in Pittsfield funds. If eligible, the local lender will assist the homeowner in applying to the City and will administer approved City funds in conjunction with the homeowner's existing mortgage on the property. The local lender will also work with the homeowner to determine if additional funds for exterior and possibly interior rehabilitation would be available through refinancing at the same time the homeowner applies for funding from the At Home in Pittsfield program.

Homeowners that do not have a relationship with a participating local lender can access *At Home in Pittsfield* funds directly from the City. Under this scenario, the homeowner should contact the City's Department of Community Development who will administer the application process and approved funding.

Participating local lenders are: Berkshire Bank, Greylock Federal Credit Union, Lee Bank, and Pittsfield Co-operative Bank. Additional lenders may join this program at any time, subject to approval by the City's Department of Community Development.

ELIGIBLE IMPROVEMENTS:

Rehabilitation activities eligible for City funding are limited to exterior improvements such as:

- roof replacement;
- window and door replacement;
- porch repairs or replacement; chimney repairs; and
- siding installation.

The City will review and approve the materials and specifications for the home improvement work being funded by the City. The objective is to ensure the use of materials of good durability, rather than materials that are the least or most expensive available.

The following improvements are not eligible for City funding:

- landscaping;
- installation of exterior drainage;
- repair of garages or other separate sheds, structures, or outbuildings; or
- interior improvements, such as installation of carpeting, wall paneling, and updating baths and kitchens.

REHABILITATION FUNDING AVAILABLE

- Homeowners city-wide may receive home improvement funding from the City of up to 10% of the appraised "As-Completed Value" of the property, or a maximum of \$25,000.
- Homeowners in the Westside or Morningside neighborhoods or the Tyler Street TDI district may receive home improvement funding from the City of up to 20% of the appraised "As-Completed Value" of the property, or a maximum of \$25,000. The higher percent of appraised value for homeowners in the Westside and Morningside neighborhoods is based on the fact that the average home value in these two neighborhoods is \$101,657 versus \$193,090 for all other neighborhoods in the city (exclusive of the Westside and Morningside).
- Applications will be considered on a first come, first served basis, with highest priority given to eligible homeowners in the Westside and Morningside neighborhoods and a goal of investing sixty percent (60%) of the funding in these two neighborhoods.

PROGRAM GUIDELINES:

- An applicant's gross annual income may not exceed 120% of the area median income (AMI) or \$106,560 per household.
- Applicants must have owned their home for at least two years prior to January 1, 2021 and must live in the home.
- Applicants must meet all program requirements of the lender and the City. Applicant credit ratings will be checked as well as the existing debt to value ratio for the home.
- Applicants will be expected to demonstrate a lack of financial resources or other sources of funding necessary for the desired improvements.
- Applicants determined to be eligible for funding under the City's Community Development Block Grant (CDBG) rehabilitation program (making less than 80% of the Area Median Income) will be evaluated on a case by case basis, with the City's preference being to use the CDBG funds whenever possible.

- Application costs such as the appraisal fee and recording of the loan will be charged to the applicant. Applicants can decide to pay these costs directly at the time of closing or have them rolled into the resulting loan.
- Applicants will be required to take a homeowner training program, a community based financial management or home maintenance program if determined by the local lender or City to be beneficial to ensuring the homeowner's long term ability to sustain their household.
- City funding will be in the form of a deferred payment forgivable loan (DPFL) at an Interest Rate of 0%, secured by a mortgage. This loan has no monthly repayment requirement. The DPL is due in full if the owner moves or sells the property within seven years of loan.
- City records will be checked to confirm the homeowner is in good standing with the City of Pittsfield and they are not delinquent with any City fees or taxes, such as real estate taxes.

DRAFT



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

70 Allen Street, Pittsfield, MA 01201
(413) 499-9321 • ltyer@cityofpittsfield.org

Linda M. Tyer
Mayor

October 22, 2020

To the Honorable Members of the City Council
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Councilors:

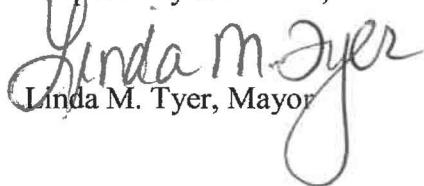
Submitted herewith for your review and consideration is an Order requesting \$300,000.00 in Pittsfield Economic Development Funds to assist United Aircraft Technologies, Inc. (UAT). These funds will assist with a relocation to Pittsfield, creation of new jobs, testing equipment and software and the creation of a new internship program. UAT is a veteran-owned, minority-owned, female led business that has created a new class of sensing clamps for aircraft wiring, which are found by the thousands in each aircraft, designed to reduce weight, improve safety, and simplify maintenance while incorporating augmented reality and artificial intelligence.

I am delighted to welcome UAT, with their innovative engineering, to Pittsfield. This nationally recognized company plans to work the Berkshire Innovation Center and EMA to continue to grow a prominent presence in the international aerospace industry. We also are encouraged by UAT's commitment to utilize local companies to meet its supply chain needs. They have already established relationships with Sinicon Plastics, who will produce the clamps and SABIC, their materials provider.

UAT plans to relocate seven fulltime employees to Pittsfield while planning to add an eighth employee by the end of this year. They also plan to create three to eight new jobs with average annual salaries of \$60,000 over the next five years. An internship program with a Pittsfield focus will begin in the spring of 2021.

Thank you in advance for your consideration and support of this business and job growth in Pittsfield.

Respectfully submitted,


Linda M. Tyer, Mayor

City of Pittsfield
MASSACHUSETTS
IN CITY COUNCIL
AN ORDER

No. _____

**AUTHORIZING THE CITY OF PITTSFIELD TO USE \$300,000 FROM
THE PITTSFIELD ECONOMIC DEVELOPMENT FUND FOR UNITED
AIRCRAFT TECHNOLOGIES, Inc. (UAT)**

Ordered:

That the City of Pittsfield is hereby authorized to make an allocation of \$300,000 in Pittsfield Economic Development Funds to be used for the relocation of United Aircraft Technologies, Inc. to Pittsfield. This funding will be secured by a deferred payment, forgivable ten (10) year Promissory Note and appropriate security.



DEPARTMENT OF COMMUNITY DEVELOPMENT

70 Allen Street, Pittsfield, MA 01201

TO: Honorable Members of the Pittsfield City Council

CC: Mayor Linda M. Tyer
Michael Coakley, Business Development Director

FROM: Deanna L. Ruffer, Director 

DATE: October 20, 2020

SUBJECT: United Aircraft Technologies, Inc (UAT)
Mayoral Request for Pittsfield Economic Development Funding

United Aircraft Technologies, Inc. (UAT) is a veteran-owned, minority-owned, female led business that has created a new class of sensing clamp for aircraft wiring, which are found by the thousands in each aircraft, designed to reduce weight, improve safety, and simplify maintenance while incorporating augmented reality and artificial intelligence. The military-grade thermoplastic clamps are interconnecting, ergonomic and do not require the use of other hardware such as screws or bolts, resulting in a clamp that is up to 65% lighter than existing products.

This innovation was created by Daryian Rhysing, a veteran who served 12 years as an aircraft mechanic for the US Army and Navy. He was diagnosed with carpal tunnel syndrome after years of installing metal clamps on the wiring of Black Hawk and Chinook helicopters. Following his service, Daryian attended Rensselaer Polytechnic Institute (RPI) and developed a thermoplastic interconnecting wire fastener. Based on that premise, Daryian and his wife, Evaguel Rhysing, founded United Aircraft Technologies, Inc. in Troy, NY in 2017. They have grown its team with experienced engineers from Boeing, GE and the US Air Force. Evaguel, an entrepreneur, is the CEO and leads the company that has generated traction, support and collaboration from the US Army and Air Force, BAE Systems, Sikorsky, Bell Textron and others. The clamp has passed bench testing for Military Specifications, and UAT has partnered with the US Air Force's Agility Prime program and with EmbraerX's Beacon Works, which have recently awarded them a contract for their Urban Mobility initiative. The company is in the process of commercializing the sensing clamp for the US Armed Forces new concept helicopters including the models for Sikorsky RaiderX and SB-1 and Bell Invictus 360 and Valor 280 which opens up continuous opportunities for retrofit legacy aircraft such as the Blackhawk (UH-60) and Chinook (CH-47).

The company is currently located in Troy, NY. The company's growth to date and projected growth over the next five plus years has led them to evaluate the possibility of relocating. UAT decided to move the

business to Pittsfield for several reasons including being nearby to the manufacturing of their products as well as their materials suppliers and the new office space has plenty of room for expansion. Their customer base, such as the U.S. Air Force, BAE, Sikorsky and others, will be much closer in proximity. Also, it will be beneficial for UAT to be a Massachusetts company, as they have several relationships with the investment community in the Commonwealth. Evaguel and Daryan have become big fans of Pittsfield. They have appreciated the reception they have received from the City, and have decided to purchase a home and raise their family here.

Michael Coakley has been encouraging Evaguel and Daryan to relocate the company to Pittsfield since meeting them following their winning pitch at the Lever Manufacturing Innovation Challenge at Berkshire Community College in 2019. Jeffrey Thomas, Executive Director of Lever, recently stated that "Lever was among the first investors in UAT. When we invest in early-stage companies, we're really betting on the founders. Eva and Daryan immediately impressed us with their intelligence and passion. In time we also saw their tenacity, the quality of their decision-making and how collaborative they are. We're delighted that they'll be relocating to the Berkshires."

UAT has also won awards from MassChallenge, TechConnect Defense Innovation, Sikorsky, NASA iTech, and the U.S. Army xTechSearch, has received a SBIR award from the Army and US Air Force, and a \$1.5 million contract from the US Army.

The Red Carpet Team was very impressed with UAT's vision, accomplishments and plans for success in the aerospace industry. With the support of the City's proposed incentive package, the company is excited about moving to a larger office in Pittsfield, and has leased an office space at 273 Newell Street. Seven full time employees will relocate with functions including engineering, software development, VR and AR development, business development and office management with average salaries of \$60,000. An eighth employee will be hired by the end of the year and an internship program with a Pittsfield focus will begin in the spring of 2021. Three to eight additional jobs will then be created over the next five years.

UAT plans to join the Berkshire Innovation Center's membership and make use of the advanced R&D equipment and laboratories. They plan to collaborate with the BIC's network of companies such as EMA, as well as further developing their supply chain with local manufacturers such as Sinicon Plastics, who will produce the clamps, and SABIC, their materials provider.

More information about UAT can be found on their website: <https://uairtek.com/>

Proposed Funding and Disbursement Structure

The Mayor is proposing a \$300,000 incentive package from the City's Economic Development Fund. This package is structured to support:

- UAT's relocation to Pittsfield, including the relocation of five jobs;
- the creation of a new internship program with a Pittsfield and Massachusetts focus; and
- the creation three to eight additional new jobs over the next five years.

The average annual wages for the positions being relocated as well as the new jobs being created is \$60,000.

Funding Use		Proposed Funding	Use and Conditions for Release of Funds
Relocation		Up to \$25,000	To reimburse UAT for the cost of relocating its equipment and other company assets and fixtures to Pittsfield and/or membership in the Berkshire Innovation Center if accomplished by December 31, 2021.
Internship Program		\$50,000	See funding support plan provided below
Testing Equipment & Software		Up to \$30,000	Funds released as reimbursement for acquisition of pre-defined equipment if accomplished by December 31, 2021. See attached list of equipment to be acquired with these funds.
Job Creation	Relocated Company Staff	\$50,000	Funds released six months after the relocation of five employees to Pittsfield, if accomplished by the end of 2021.
	New	\$45,000	Funds released six months after company documents having 8 full time employees in Pittsfield, if accomplished by the end of 2023
	Challenge	\$100,000	Funds released six months after company documents having 13 full time employees in Pittsfield, if accomplished by December 31, 2025

UAT Proposed Internship Program	2021		2022	
Term	Summer	Winter	Summer	Winter
Internship Duration (weeks)	10	4	10	4
# of interns	2.5	2	2.5	2
# of hours/internship	300	120	300	120
Compensation (\$25/hr)	\$18,750	\$6,000	\$18,750	\$6,000
Line Item Totals	\$18,750	\$6,000	\$18,750	\$6,000
Estimated Annual Cost		\$24,750		\$24,750
TOTAL Estimated Program Cost				\$49,500

This funding is being provided as a forgivable subordinated ten (10) year loan to the company ten percent (10%) of which will be forgiven each year. In addition, the Pittsfield Economic Development Funding would only be released if and when the conditions set forth above are satisfied.

For ten years, UAT will provide an annual report to the City due by April 30 of each calendar year, summarizing its accomplishments during the prior calendar year and documenting that it is in good standing and not in violation of any financial covenants or agreements with any financial institutions or any governmental entity. The City will also maintain the right to verify at UAT's expense, UAT's business records, including but not limited to payroll records, job descriptions, unaudited and audited balance sheets and statements of income, changes in stockholder's and members' equity and cash flow, and federal and state tax returns for a ten (10) year period.

During this ten (10) year period all disbursed and unforgiven Pittsfield Economic Development funds shall become immediately due and payable to the City if:

- ◆ UAT closes its Pittsfield operations within ten (10) years of the City Council's approval of funding;
- ◆ Employment during the ten (10) year period drops below a total of five for more than a eighteen (18) month period;
- ◆ Or immediately upon the filing of a petition in bankruptcy by or against the Corporation or any proceeding in bankruptcy or under any acts of Congress relating to the relief of debtors for the relief or adjustment of any indebtedness of the Corporation, either through reorganization, composition, extension, or otherwise, is commenced and not dismissed within sixty (60) days or the inability of the undersigned to meet obligations as they come due.

COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

As required by City Council Rule 38, I am providing the following supporting narrative to the Mayor's request for Pittsfield Economic Development funding for UAT. The Department of Community Development, with the assistance of a representative from the Board of the Pittsfield Economic Revitalization Corporation, reviewed the structure of the organization, financial information for the past two years as well as projections for the future, and other information regarding their relocation plans. The Mayor's proposal has been structured to recognize, encourage and incentivize the establishment of company operations in Pittsfield. Our review indicates UAT is in a position to successfully relocate to Pittsfield.

Financial Capacity

UAT was incorporated in November 2017. Their 2018 and 2019 federal tax returns were reviewed as part of the City's due diligence as well as other past and projected financial information. Since their incorporation, UAT has been successful in securing funding contracts from the federal government as well as winning innovation challenges in Massachusetts and New York. UAT's Advisory Board and investors include individuals with experience in product development, manufacturing, military, finance and small business development. Through 2019 the company's primary source of income has been federal contracts. They have been awarded several federal Department Of Defense contracts for the

development and commercialization of technology and recently were awarded \$1.5M contract with the Army.

UAT has successfully developed partnerships with the US Air Force and a private company as well as gaining customers in the electric market. The company is in the process of commercializing its first product, a base clamp. As a result, over the next couple of years, they should see an increasing amount of their revenue derived from product sales. Although, they expect to simultaneously expand their contracting with the Department of Defense. The company has initiated a new round of fund raising with the goal of securing \$1.5M in private financing. They have secured more than a half million in financing to date.

Public Benefits & Relationship to City's overall Economic / Community Development Goals and Objectives

A Pittsfield location is desirable to the company for several reasons, including the desire of the two principles to be located in the Berkshires. In addition, this location provides the company with easier access to resources, including research programs, innovation initiatives, and students and graduates from higher education institutions in the northeast region.

UAT has stated that a Pittsfield/Massachusetts location offers them the benefits of a larger office space with room to expand, a location nearby their manufacturing facility and being closer in proximity to much of their client base. Also, they believe that Pittsfield is a much more desirable city to live and raise a family.

While the company initially explored locating at the Berkshire Innovation Center (BIC), it found that the space at 273 Newell Street was more suitable to their needs. UAT has committed to a membership in the BIC and working closely with the BIC and its tenant, EMA, to continue to grow a prominent presence in the international space industry.

A key public benefit of this proposed investment is the company's existing and proposed commitment to utilize other local companies to meet its supply chain needs. They have already established supply chain relationships with Sinicon Plastics, who will produce the clamps, and SABIC, their materials provider.

This investment is consistent with the city's objective of supporting the expansion of the innovation technology sector and offers the opportunity for the city and BIC to foster a worldwide presence in the emerging space industry.

Finally, UAT's owners are committed to helping the local entrepreneurial community grow. Evaguel Rhysing is currently an Alumni in Residence in the Masschallenge, an innovation competition UAT previously won. Five of the companies in her cohort made it into the top ten in this year's challenge. She also works with Lever, helping to connect them with promising companies and mentoring entrepreneurs participating in their programs.

Other Eligibility Criteria

Job Creation – taking into consideration the five staff members to be relocated to Pittsfield, plus the eight potential hires before the end of 2025, the funding equals \$23,077 per job created.

This is below the maximum of \$35,000 allowed by the City Council's Rule 38 and comparable to the funding provided to EMA in 2019.

Investment and leveraging potential of the project – the potential to locate this cutting edge science and technology based company in the city continues to build the city's and region's presence as an innovation hub. In addition, UAT's commitment to utilizing a local supply chain to the extent feasible, as evidenced by their already established relationship with Sinicon, further strengthens this emerging innovative manufacturing sector.

UAT's presence, together with EMA's presence and the involvement of other local manufacturers serving these two companies as well as those manufacturers in the city and region who are also serving the aerospace industry creates an unlimited potential to attract other related companies and innovations to the city. This potential further expands if the BIC is also able to establish itself as a hub of innovation in the emerging space industry.

The company also continues to seek state and federal contracts to assist in supporting its growth and achieving its goals and vision.

Status of taxes, licenses and fees due the City – The company has no current presence in the City and thus has no outstanding tax obligations to the City. The company is in good standing with the Commonwealth and, based on the information provided, is current with regard to its federal tax responsibilities. It is also a recognized service provider to federal agencies.



THE CITY OF PITTSFIELD
OFFICE OF THE MAYOR
70 Allen Street, Pittsfield, MA 01201
(413) 499-9321 • ltyer@cityofpittsfield.org

Linda M. Tyer
Mayor

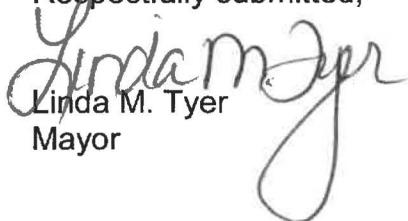
October 22, 2020

To the Honorable Members of the City Council
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Councilors:

Please accept a brief presentation from Michael Steben, the Chief Information Officer, with an update on the Broadband Feasibility Study.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB

PETITION FOR CONDUIT LOCATION

Springfield, Massachusetts, dated September 17, 2020
To the City Council of the City of Pittsfield, Massachusetts

VERIZON NEW ENGLAND INC. requests permission to lay and maintain underground conduits and manholes, with the wires and cables to be placed therein, under the surface of the following public way or ways:

FEDERICO DRIVE: Place two (2) four (4) inch conduits on Federico Drive beginning at existing Pole T.1, located on the northerly side of East Street, and then running in a northerly direction along the west/northwesterly side of Federico Drive a distance of approximately four hundred thirty-eight (438) feet to a point.

Reason: Place conduit to provide for the distribution of intelligence and telecommunications.

Also for permission to lay and maintain underground conduits, manholes, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

Plan marked - Verizon No. **1A4F7UW**, dated September 17, 2020 showing location of conduit to be constructed is filed herewith.

VERIZON NEW ENGLAND, INC.

By _____



Albert Bessette, Jr.
Manager-Right of Way



PETITION PLAN

MUNICIPALITY

PITTSFIELD

NO.

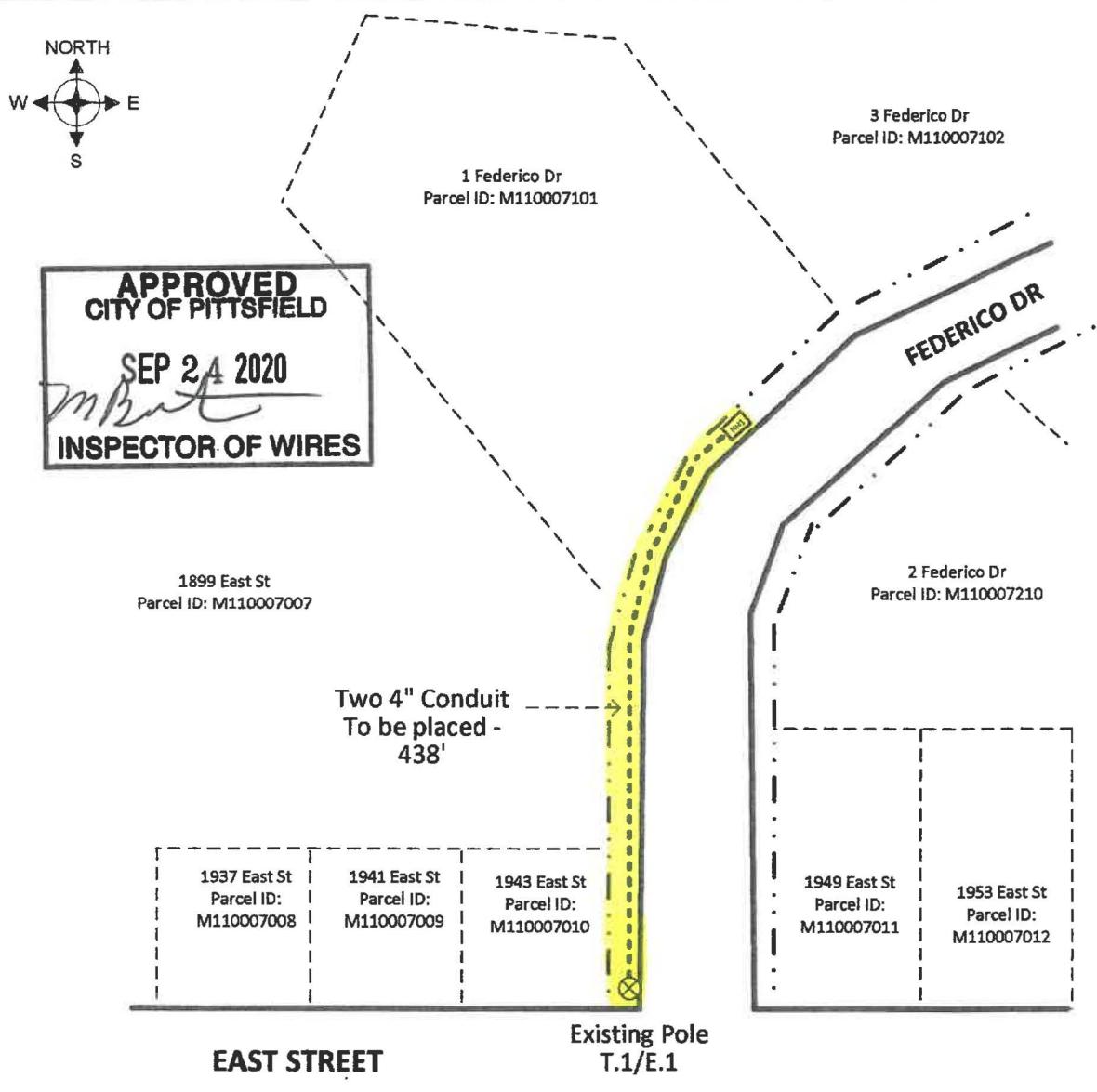
1A4F7UW

VERIZON NEW ENGLAND INC

DATE: September 17, 2020

SHOWING

PROPOSED CONDUIT ON FEDERICO DRIVE



LEGEND

	PROPOSED VERIZON POLE		PROPOSED JOINTLY OWNED POLE
	VERIZON POLE TO BE REMOVED		EXISTING JOINTLY OWNED POLE TO REMAIN
	VERIZON POLE TO REMAIN		VERIZON HAND HOLE
	PROPERTY LINE		EDGE OF PAVEMENT
	4" UG CONDUIT		EDGE OF ROADWAY



PETITION FOR SOLELY OWNED POLE AND WIRE LOCATIONS

By the City Council of Pittsfield, Massachusetts

NSTAR ELECTRIC COMPANY DBA EVERSOURCE requests permission to relocate and/or install poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures along and across the following public way:

Location – Dalton Avenue, Pittsfield.

Install four (4) soley owned poles to be located on the northern side of Dalton Avenue. The poles are to be located at the corner of 501B Dalton Avenue driveway, heading northerly on Dalton Avenue. All of which will be thirty (30) feet north of the centerline.

- 1) Pole #184/54 to be installed starting at the driveway
- 2) Pole #184/56 to be two hundred fifty-five (255) feet northerly from pole #184/54.
- 3) Pole #184/58 to be one hundred fifteen (115) feet northerly from pole #184/56.
- 4) Pole #184/58M to be seventy-eight (78) feet northerly from pole #184/58.

Jointly owned existing poles #184/54-1 and #869/1 will be changing out with taller jointly owned poles.

Reason – To bring electrical service to the new building at 501B Dalton Avenue.

Wherefore it prays that after due notice and hearing as provided by law, let it be granted a location for and permission to construct and maintain a pole, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said pole to be erected substantially in accordance with the plan filed herewith and made a part hereof marked **6B030359**.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NSTAR ELECTRIC COMPANY DBA EVERSOURCE

By Joanne Fox
Joanne Fox
District Representative

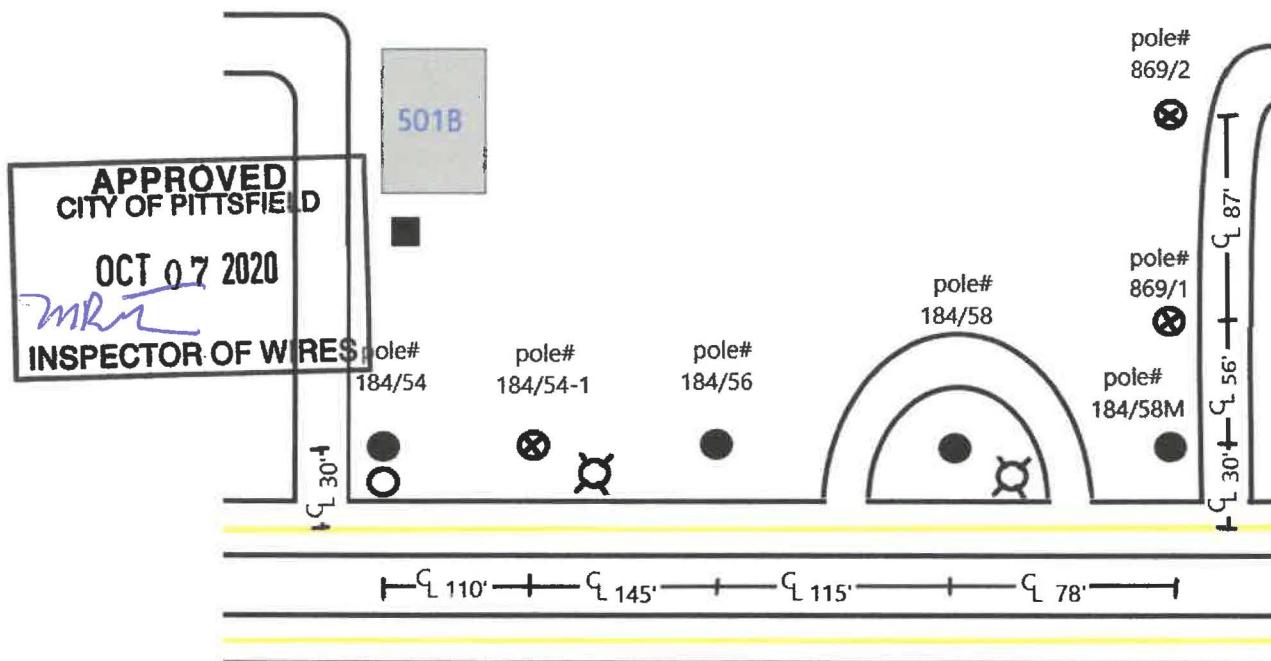
Dated this 2nd day of September, 2020

CITY COPY

EVERSOURCE ENERGY

CITY: Pittsfield

STREET: Dalton Avenue

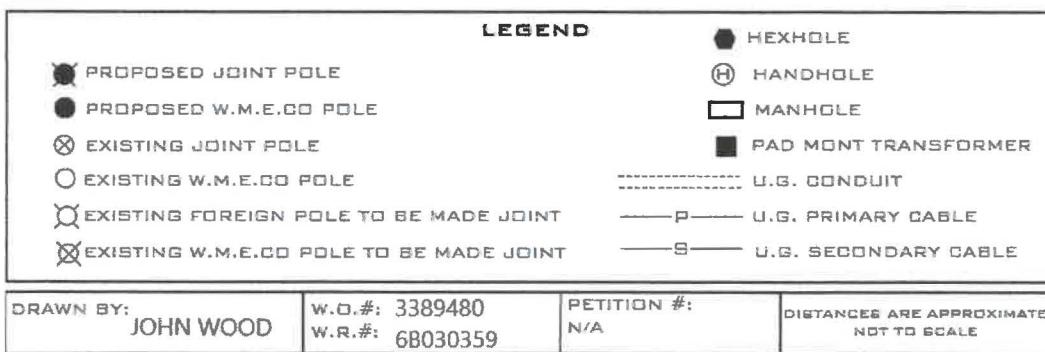


PURPOSE AND DESCRIPTION:

BUILDING A NEW POLE LINE FOR THE PURPOSE OF FEEDING A NEW COMMERCIAL CUSTOMER AT 501B DALTON AVE, PITTSFIELD. THE BUSINESS THAT IS LOCATED AT 501A DALTON AVE, PITTSFIELD IS AT THE END OF THE CURRENT CIRCUIT. THIS CIRCUIT IS FULLY UTILIZED FOR THE SIZE OF THE CIRCUIT. THIS REQUIRES EVERSOURCE TO FEED THE NEW SERVICE FROM ANOTHER CIRCUIT TO MEET THE DEMAND OF THE COMMERCIAL CUSTOMER. THE EXISTING POLE LINE STRUCTURE WILL BE UPGRADED. EVERSOURCE IS SEEKING FROM THE CITY OF PITTSFIELD TO MOVE THE LIGHTING TO THE NEW POLE LINE AND REMOVING THE 2 LIGHT POLES.

Would this be correct...Request to install 4 solely owned poles, all of which will be placed 30' north from the centerline of Dalton Ave. Pole 184/54 to be located at the corner of Dalton Ave & driveway for Building 501B. Pole 184/56 to be 255' east of pole 184/54. Pole 184/58 to be 115' east of pole 184/56. Pole 184/58M to be 78' east of pole 184/58.

I am not clear which stlite poles you want to rmv or where the lighting will be moved to. I think it would be helpful for Verizon if we have pole numbers for the 2 marked "existing foreign poles to be made joint" since I am presuming I will need to send this to them.









City of Pittsfield

OCT 21ST 20 20

To the City Council of the City of Pittsfield:-

The undersigned respectfully

A RESPONSE FROM THE HOMELESS ADVISORY COMMITTEE
BRINGING WRITTEN ANSWERS TO THE CITY COUNCIL REGARDING
PETITIONS THAT WERE ASKED FOR AT CITY COUNCIL MTG. ON
SEPT 8 2020 WITH LINE ITEMS 10, 11, 12, 13.

BULLET POINT LIST OF PROGRAMS THAT THE HOMELESS
COMMITTEE HAS ADVOCATED FOR THROUGH CITY, STATE, FEDERAL,
AND COUNTY ENTITIES.

I BULLET POINT - WHAT STEPS TO MONITOR HOMELESSNESS IN THE
CITY OF PITTSFIELD SINCE 2019.

II BULLET POINT - HOW MANY MEETINGS WERE HELD DURING
THE PRESENT QUARTER AND IF DUE TO THE RECENT SPIKE
IN HOMELESSNESS IN PITTSFIELD.

III BULLET POINT PROVIDE DETAILED REPORT OF THE COMMUNITY
LEADERS AND NEIGHBORHOOD SERVICE PROVIDERS THAT THE
HOMELESS PREVENTION COMMITTEE HAS COLLABORATED WITH.

SIGNED
CHAIRMAN HOMELESS PAGE I
COMMITTEE Edward F. Caron

I WILL ANSWER ALL OF THESE PETITION'S IN THE SAME WAY AS POSSIBLE WITH COMMITTEE HELP. OUR COMMITTEE HAS WORKED HARD AT MANY ISSUES AND IS STILL WORKING HARD TO FIND OUT MANY AND ALL WAY'S TO COMBAT HOMELESSNESS. ITEM 10# ALL OUR MEMBER'S WORK DILIGENTLY WITH THERE ENTITIES TO PROVIDE ADEQUATE TO HOMELESS OR RESIDENTS THAT MAY BE LIVING DAY TO DAY.

ITEM 11# AGAIN THE COMMITTEE MEMBER'S WORK FOR ENTITIES THAT WORK WITH MENTAL HEALTH, SCHOOL SERVICE, ELDER SERVICES, PITFIELD P.D AND SO ON.

ITEM 12# MEETING 2 IN 2019-10 IN 2019 AND IN 2020 JAN-FEB AND AUGUST, SEPTEMBER, AND OCTOBER. THERE WAS NO UPTICK IN HOMELESSNESS IN THE SAME PERIOD AS THE COVID STARTED AND UP TO THE PRESENT. THERE WAS MORE HOMELESS IN 2019 THAN THERE IS NOW.

ITEM 13TH. AS OF THIS PRESENT MOMENT THERE HAS BEEN NO COMMUNICATION BEFORE DURING AND AS SAID AT THIS PRESENT MOMENT. THE HOMELESS COMMITTEE SHOULD HAVE BEEN THE FIRST COMMITTEE CALLED BEFORE AND DURING COVID.

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2020 AUG 21 PM 3:56



City of Pittsfield

August 19, 2020

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Per Section 2.4 of the order enacting the Committee, we request that the Chairman provide a detailed list of programs the Homeless Prevention Committee has advocated for through City, State, Federal, and County entities. Additionally, what recommended funding sources and procedures has the Committee recommended.

Respectfully submitted,

Dina G. Lampiasi
Ward 6 Councilor

A handwritten signature in black ink, appearing to read "Dina G. Lampiasi".

Earl Persip
Councilor At Large



City of Pittsfield

RECEIVED - CITY CLERK
CITY OF PITTSFIELD, MASS.
2020 AUG 21 PM 3:56

August 19, 2020

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Per Section 2.1 of the order enacting the Committee, we request that the Chairman provide a report detailing steps the Homeless Prevention Committee has taken to monitor homelessness in the City of Pittsfield since 2019.

Respectfully submitted,

Dina G. Lampiasi
Ward 6 Councilor

A handwritten signature in black ink, appearing to read "Dina G. Lampiasi".

Earl Persip
Councilor At Large



RECEIVED-CITY CLERK
CITY OF PITTSTFIELD, MASS.

City of Pittsfield

2020 AUG 21 PM 3:56

August 19, 2020

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Per Section 2.3 of the order enacting the Committee, we request that the Chairman answer how many meetings the Homeless Prevention Committee held during the present quarter and if, due to the recent spike in homelessness in Pittsfield, there has been an increase in meetings during the stated timeframe.

Respectfully submitted,

Dina G. Lampiasi
Ward 6 Councilor

A handwritten signature in black ink, appearing to read "Dina G. Lampiasi".

Earl Persip
Councilor At Large



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2020 AUG 21 PM 3:56

13

August 19 2020

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Per Section 2.1 of the order enacting the Committee, we request that the Chairman provide a detailed report of the community leaders and neighborhood service providers that the Homeless Prevention Committee has collaborated with. If any, what "viable" solutions has the Committee drafted since 2019?

Respectfully submitted,

Dina G. Lampiasi
Ward 6 Councilor

Earl Persip
Councilor At Large



RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

City of Pittsfield

2020 FEB 18 AM 10:35

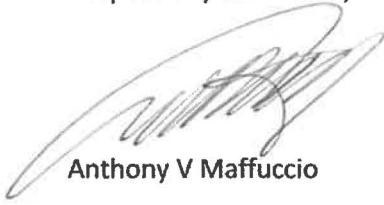
February 15 20 20

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Honorable members of the City Council and Colleagues submitted is a petition asking the Mayor to Appoint a City Youth Advisor as it refers to Section 2-228.4 Article XL Youth Commission part II: The Code / Administration in the City Code.

Respectfully Submitted,



Anthony V Maffuccio

Ward 7 City Councilor



Kevin J Morandi

Ward 2 City Councilor



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2020 MAR -4 AM 11:44

March 4 2020

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Honorable members of the City Council and Colleagues submitted is a petition, asking that the City Solicitor and Ordinance and Rules Committee adopt Massachusetts General Law Chapter 85 Section 17 A and ban this activity from Park Square to Hubbard Avenue and from North Street to Tyler Street to Hubbard Avenue on all medians and sidewalks due to high traffic volume and for the safety of the motorist due to distractive driving and the safety of all pedestrians in a dense traffic volume routes.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "ANTHONY V MAFFUCCIO".

Anthony V Maffuccio

Ward 7 City Councilor

1. General Laws

2. Part I

3. Title XIV

4. Chapter 85

Section 17A

General Laws

Section 17A: Soliciting from vehicles on public ways

Section 17A. Whoever, for the purpose of soliciting any alms, contribution or subscription or of selling any merchandise, except newspapers, or ticket of admission to any game, show, exhibition, fair, ball, entertainment or public gathering, signals a moving vehicle on any public way or causes the stopping of a vehicle thereon, or accosts any occupant of a vehicle stopped thereon at the direction of a police officer or signal man, or of a signal or device for regulating traffic, shall be punished by a fine of not more than fifty dollars. Whoever sells or offers for sale any item except newspapers within the limits of a state highway boundary without a permit issued by the department shall for the first offense be punished by a fine of fifty dollars and for each subsequent offense shall be punished by a fine of one hundred dollars. Notwithstanding the provisions of the first sentence of this section, on any city or town way which is not under jurisdiction of the department, the chief of police of a city or town may issue a permit to nonprofit organizations to solicit on said ways in conformity with the rules and regulations established by the police department of said city or town.



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2020 OCT 20 AM 11:48

October 19 2020

To the City Council of the City of Pittsfield:-

The undersigned respectfully

request that the Pittsfield City Council instruct the City's EEO/AA Officer to file a written progress report with the Affirmative Action Committee, the Mayor, and the City Council, indicating the progress toward achieving the City's affirmative action goals. Per the City Code Chapter 2, Article XLIX, Sec. 2-287 this is an annual requirement in the month of September. As far as we know this requirement has not been met since the ordinance was adopted in 2016.

Respectively submitted,

Dennis Powell – President Berkshire County NAACP

Churchill Cotton