



**CITY OF PITTSFIELD
REGULAR MEETING
PITTSFIELD CITY COUNCIL
CITY COUNCIL CHAMBERS**

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2024 APR 18 AM 10:10

April 23, 2024, at 6:00 p.m.

AGENDA

1. Roll Call
2. Recognition of Albert Ingegner, III in honor of his 40 years of service as a member and chair of the Zoning Board of Appeals
3. Open microphone
4. Approval of the April 9, 2024 minutes

APPOINTMENTS

5. A communication from Mayor Marchetti reappointing Anthony DeMartino to the Parks Commission

COMMUNICATIONS FROM HIS HONOR THE MAYOR

6. A communication from Mayor Marchetti submitting an Order to accept a gift of a stone bench with a value of \$3,500 from the family of Robert L Presutti, Sr
7. A communication from Mayor Marchetti submitting an Order to accept a grant of funds in the amount of \$18,000.00 from the Commonwealth of Massachusetts, Department of Conservation and Recreation
8. A communication from Mayor Marchetti submitting an Order to accept a grant of funds in the amount of \$310,060.00 from the United States Department of Transportation's Safe Streets and Roads for All
9. A communication from Mayor Marchetti submitting a presentation from the Commissioner of Public Services and Utilities on a petition regarding angled parking on North Street
10. A communication from Mayor Marchetti submitting a draft of a five-year agreement between the City of Pittsfield and Casella Waste Management, Inc.
11. A communication from Mayor Marchetti submitting a draft Ordinance to implement adjustments to the City's water and sewer rates on an annual basis
12. A communication from Mayor Marchetti on two Orders; the first is to establish the water rates for FY25 and the second is to establish sewer rates for FY25
13. A communication from Mayor Marchetti requesting authorization to submit the City's Community Development Block Grant Annual Action Plan for the 2024-2025 program year
14. A communication from Mayor Marchetti and Attorney Pagnotta requesting to discuss strategy in Executive Session with respect to cannabis litigation **Executive Session for the purpose of litigation**

PUBLIC HEARING

15. A public hearing on a petition from Eversource and Verizon New England, Inc. to remove a tree guy and install a push brace pole at the corner of Vivian Avenue and Louise Street

COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND BOARDS

16. A communication from the Finance Director on a petition from Councilor Warren requesting a list of every "bond" account

REPORTS OF COMMITTEES

A Report from the Community and Economic Development Committee

17. A report from the Community and Economic Development Committee on an Order to approve a Tax Increment Exemption Agreement for a project at 229-237 and 239-261 North Street, recommending to approve 3/0
18. A report from the Community and Economic Development Committee on an Order to allocate \$500,000 from the Pittsfield Economic Development Fund to the Pittsfield Small Business Fund, recommending to approve 3/0

UNFINISHED BUSINESS

19. A communication from Solicitor Pagnotta on a communication from Director Cambi with a code enforcement update on 53 Roberts Street (*Tabled from February 27, 2024*)
20. A report from the Traffic Committee on a petition from City Engineer Shedd requesting to look into changes to the intersection of Fenn, North and Depot Streets, requesting to approve 3/0 (*Tabled from March 26, 2024*)

NEW BUSINESS

21. A petition from President White requesting to propose a new City Council Rule 32B; for the Council President to act as a voting member of any standing committee for the purpose of achieving a quorum

MATTERS TENTATIVELY REFERRED BY THE PRESIDENT UNDER RULE 27

Referred to Commissioner Morales and Engineer Shedd

22. A petition from Councilors Wrinn requesting an update on the drainage project slated for 2024 at 9 Newell Street

Referred to the Traffic Commission

23. A traffic order from Engineer Shedd requesting to prohibit parking on the west side of Newell Street north of Lyman Street

CERTIFICATE *of* RECOGNITION

The City of Pittsfield proudly honors and recognizes

Albert A. Ingegni, III

*for 40 years of dedicated service as a member of the Pittsfield
Zoning Board of Appeals. We thank you for your commitment to
our community and congratulate you on this tremendous
achievement!*



Peter M. Marchetti, Mayor
April 23, 2024

**PITTSFIELD CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS**

April 9, 2024, at 6:00 p.m.

President White called the meeting to Order in regular session at 6:00 p.m.

Present: Councilors Amuso, Bandani, Conant, Costa, Kavey, Serre, Warren, White, and
Wrinn
Absent: Councilors Lampiasi and Persip

In accordance with MGL Chapter 30A, Section 20, President White notified those present that the proceedings were being audio and video recorded.

AGENDA

The microphone was opened to the public:

Daniel Miraglia, 68 Ontario Street is here tonight in support of item 29 and item 34. He has a concern that this will support local business.

Caryn Wendling, 463 Pecks Road, is in support of item 34. She is disappointed that the Parks Department supported this as it is a large part of Onota Boat Liveries business who pays taxes to the city of Pittsfield.

William Garrity, 64 Alcove Street is here to ask support for item 27 as this will allow city youth to get involved in city government.

Karen Kalinowsky, 63 Shaker Lane, questioning item 22. She does not think we should use tax payer's money to pay for this project. She supports item 29.

Pam Malumphy, 16 Wellsely Street, has concerns about her tax bills for FY23 and 24. She believes the FY22 budget is the one to follow.

Leslie Herzberg, 25 Revere Parkway is here in support of item 22 along with six board members. This extension will support over 5,000 visitors anually.

Approval of the March 26, 2024 minutes. *Councilor Warren made a motion to approve carried by a unanimous vote of the nine members present.*

Approval of the April 2, 2024 Joint meeting of the City Council and School Committee. *Councilor Warren made a motion to approve carried by a unanimous vote of the nine members present.*

APPOINTMENTS

A communication from Mayor Marchetti reappointing Steven Como to the Board of Registrars. *Councilor Warren made a motion to approve carried by a unanimous vote of the nine members present.*

COMMUNICATIONS FROM HIS HONOR THE MAYOR

A communication from Mayor Marchetti submitting an Order to accept a donation of a toy library with a value in the amount of \$1,000.00. *Councilor Warren made a motion to approve carried by a unanimous vote of the nine members present.*

A communication from Mayor Marchetti submitting an Order to accept a grant of funds in the amount of \$15,000.00 from the Massachusetts Cultural Council. *Councilor Warren made a motion to approve carried by a unanimous vote of the nine members present.*

A communication from Mayor Marchetti submitting an Order to accept a grant of funds in the amount of \$48,500.00 from the Massachusetts Cultural Council. *Councilor Warren made a motion to approve carried by a unanimous vote of the nine members present.*

A communication from Mayor Marchetti submitting an Order to waive all permit fees, associated with the water meter installation program. *Councilor Warren made a motion to approve. Councilor Warren is in full support of this item as ARPA funds will pay for the installation. The motion was carried by a unanimous vote of the nine members present.*

A communication from Mayor Marchetti on a request from the City Clerk to amend Chapter 16 to increase the hourly rate for election workers. *Councilor Warren made a motion to refer to the Ordinances and Rules Committee carried by a unanimous vote of the nine members present.*

A communication from Mayor Marchetti on a petition from Councilors Amuso and Wrinn requesting an inventory of all city owned vehicles. *Councilor Amuso made a motion to accept and place on file carried by a unanimous vote of the nine members present.*

A communication from Mayor Marchetti on a petition from Councilors Lampiasi and Serre requesting that LED Speed feedback and other signage be prioritized in the FY25 budget. *Councilor Serre to accept and approve the original petition carried by a unanimous vote of all nine members present.*

COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND BOARDS

A communication from the Director of Maintenance on a petition from Councilors Amuso and Wrinn requesting an inventory of all city owned buildings to include use, occupancy, and terms of lease. *Councilor Amuso made a motion to accept and place on file. Councilor Costa questioned 43 North Street. Director Filiault stated that we took over the Old Town Hall Building after they walked away from their lease with the city. This will be used for the Police Department and there is some work needed to be completed before it is ADA compliant. Councilor Costa inquired about the former animal shelter in Downing Industrial Park. Director Filiault stated that it is still owned by the city but currently it is not being used. The motion was carried by a unanimous vote of all nine members present*

A communication from Superintendent Curtis on a petition from Councilors Amuso and Wrinn requesting an inventory of all city owned vehicles. *Councilor Amuso made a motion to accept and place on file carried by a unanimous vote of the nine members present.*

A communication from Superintendent Curtis on a petition from Councilors Amuso and Wrinn requesting what city buildings, offices, locations, and shared spaces are owned or leased by the

school system, what the spaces is used for, and lease terms. *Councilor Wrinn made a motion to accept and place on file carried by a unanimous vote of the nine members present.*

A communication from Superintendent Curtis on a petition from Councilors Amuso requesting a detailed list of each item ESSER funds are used for. *Councilor Amuso made a motion to accept and place on file carried by a unanimous vote of the nine members present.*

REPORTS OF COMMITTEES

A Report from the Public Works and Utilities Committee

A report from the Public Works and Utilities Committee on a petition from Daniel Miraglia requesting to remove the three speed bumps on Dan Avenue and Denise Avenue, recommending to accept and place on file 3/0. *Councilor Warren made a motion to refer to accept and place. Councilor Kavey asked Commissioner Morales if public outreach was done with the residents. Commissioner Morales stated there was a community meeting and residents requested this and are very happy with this. Councilor Amuso also stated that residents are happy with the speed bumps. Councilor Wrinn stated that residents on neighboring streets would like to see speed bumps on their streets. The motion to file was carried by a unanimous vote of the nine members present.*

A report from the Public Works and Utilities Committee on a petition from Daniel Miraglia requesting a design change at the Elm Street Bridge, recommending to accept and place on file 3/0. *Councilor Warren made a motion to refer to accept and place on file carried by a unanimous vote of the nine members present.*

A report from the Public Works and Utilities Committee on a petition from Daniel Miraglia requesting an update on the condition of Dan Casey Memorial Drive, recommending to accept and place on file 3/0. *Councilor Warren made a motion to refer to accept and place on file. Councilor Serre asked the Commissioner if there was an additional update. Commissioner Morales stated they had a meeting with DOT and we are inching forward getting Dan Casey repaired. They stated there is a need for deep foundations and our engineering firm disagrees with this assessment. We are hoping to spend less if these foundations are not needed. There may be assistance funding by the state that we can apply for. The motion carried by a unanimous vote of the nine members present.*

A Report from the Finance Committee

A report from the Finance Committee on two Orders: The first Order transferring and appropriating \$2,000,000.00 from the Public Works Stabilization Fund; The second Order transferring and appropriating \$615,000.00 from Certified Free Cash for street improvements, recommending to approve 4/0. *Councilor Warren made a motion to accept the committee reports carried by a unanimous vote of the nine members present. Councilor Warren made a motion to approve the first Order for the purpose of discussion. Councilor Warren suggested this in January to pay for road work in January and the Mayor listened and put it in action. He stated this is one of the most open budget sessions he has ever seen. The motion to approve was carried by a unanimous vote of the nine members present. Councilor Warren made a motion to approve the second Order carried by a unanimous vote of the nine members present.*

A report from the Finance Committee on an Order to borrow \$300,000.00 for the construction of a new Taxi Lane at the Pittsfield Municipal Airport, recommending to approve 4/0. *Councilor Warren made a motion to accept the committee report carried by a unanimous vote of the nine members present. Councilor Warren made a motion to approve for the purpose of discussion. Councilor*

Warren wanted to clarify that we are not borrowing all of this money. Director Kerwood stated this project is being funded 95% by the state and we will have to pay \$15,000. We ask to borrow up front knowing that the grants will come. *The motion to approve was carried by a unanimous vote of the nine members present.*

A report from the Finance Committee on an Order to borrow \$650,000.00 under the Sewer Enterprise Fund for the sewer main on Holmes Road, recommending to approve 4/0. *Councilor Warren made a motion to accept the committee report carried by a unanimous vote of the eleven members present. Councilor Warren made a motion to approve for the purpose of discussion.* Councilor Amuso asked the Mayor how much was left in ARPA funding. He stated there is \$40,000.00 remaining. Councilor Amuso asked if this could be used for this project. The Mayor stated there will be other borrowing requests coming and he would prefer to borrow for this project. Councilor Warren asked the Finance Director if there are other bonding requests that we have not used for this project. The Director stated there are road work and storm water projects bonded that are not available that will be used. Councilor Kavey asked where the sewer line ends. The Commissioner stated it ends south of Lori Court and connects at Utility Drive. Councilor Kavey asked with the extension, how many houses will be able to connect. The Commissioner stated that a couple of houses on the east side will be able to connect. *The motion to approve was carried by an 8/1 vote with Councilor Wrinn in opposition.*

A report from the Finance Committee on a petition from Councilor Warren requesting to establish a procedure for future award of an Independent Auditor, recommending to file. *Councilor Warren made a motion to accept the committee report and place on file*

A report from the Finance Committee on a petition from Councilor Warren to support Senate 1836 and/or House 2963 bills to establish a Payment in Lieu of Taxes, recommending not to approve 1/3. *Councilor Warren made a motion to accept the committee report and place on file.* The following items remained tabled.

UNFINISHED BUSINESS

A communication from Solicitor Pagnotta on a communication from Director Cambi with a code enforcement update on 53 Roberts Street *(Tabled from February 27, 2024)*

A report from the Traffic Committee on a petition from City Engineer Shedd requesting to look into changes to the intersection of Fenn, North and Depot Streets, requesting to approve 3/0 *(Tabled from March 26, 2024)*

NEW BUSINESS

A petition from William Garrity requesting to reactivate the city's Youth Commission. *Councilor Warren made a motion to refer to the Mayor.* Councilor Kavey stated that he was very happy to support this petition that William put in and we need to engage with our city's youth. *The motion to refer was carried by a unanimous vote of the nine members present.*

MATTERS TENTATIVELY REFERRED BY THE PRESIDENT UNDER RULE 27

Referred to the Ordinances and Rules Committee

A petition from Councilors Warren, Conant, and Kavey requesting to allow veterans with veteran's plates to park in municipal parking lots and parking spaces at no charge

A petition from the Conservation Commission requesting to amend Chapter 27, "Wetlands Protection" and Chapter 4 ½ Criminal and Noncriminal Enforcement

Referred to the Community Development Board

A communication from the Community Development Board requesting to amend Article 23-7.850 recreational marijuana retail and/or medical marijuana retail requirements

Referred to the Traffic Commission

A petition from Alex Blumin requesting street signs to be installed at Second Street and Fenn Street and First Street and Melville Street

Referred to the Superintendent of Schools

A petition from Councilors Amuso and Wrinn requesting a roster for each school to confirm how many principals and deans in each school

A petition from Councilors Amuso and Wrinn requesting job descriptions, salaries, stipend, consulting, or any other payment liabilities for every position that occupies the workspace inside the Mercer building and how each position provides services to the classrooms and which schools they are associated with

Referred to the Solicitor and the Attorney General's Office

A petition from Daniel Miraglia and Gene Nadeau requesting a legal opinion for Whenever Watersports to operate a for profit Kayak rental program at Onota Lake. Councilor Warren made a motion to refer to just the City Solicitor, as he does not believe the Attorney General needs to be a part of this decision. Councilor Amuso questioned if this is under the preview of the Parks Commission. The Mayor stated the contract is with the Solicitor. The Solicitor will be reviewing the contract this week. Councilor Amuso questioned the safety of this company and she would like to protect our small businesses. Councilor Conant asked if the Parks Commission has legal authority to enter into legal contracts. The Solicitor believe they do but will look into it. Councilor Wrinn asked if business like this should go through a bidding processes. The Solicitor stated that possibly. This is a trial period for the first year. Councilor Wrinn has concerns. Councilor Warren said we are the legislative body and we get to regulate many things. We could put in an Ordinance to do so. Councilor Costa asked if there are any other businesses operating in our parks. The Mayor is not aware of any. Councilor Costa said we can't get in the way of competition. She asked if this contract moves forward. Councilor Amuso asked Councilor Conant if he had other information on this contract. Councilor Conant has concerns renting a Kayak and being left in the middle of the lake. The Solicitor will look at the contract with the concerns of the questions raised. At this time there is no contract approved. Councilor Serre asked if the Council has any authority to prevent this contract. Councilor Kavey asked how this contract would work if it moves forward and how would the city would be compensated. The Solicitor stated the city would get a percentage. *The motion to refer to the solicitor was carried by a unanimous vote of the nine members present.*

Referred to the Finance Director

A petition from Councilor Warren requesting a list of every "bond" account detailing the account number, project name, account balance and status

At 7:09 p.m., Councilor Warren moved to adjourn, and it was carried by unanimous vote of the eleven members present.

A true record, attest:

Michele M. Benjamin, City Clerk



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

Peter M. Marchetti
Mayor

April 16, 2024

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

Dear Councilors,

It is my sincere privilege to submit herewith your consideration the reappointment of Anthony A. DeMartino, of 15 Juliana Drive, Pittsfield, MA to the Parks Commission for a term expiring April 30, 2029.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw



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

Peter M. Marchetti
Mayor

April 16, 2024

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 gift of a stone bench with a value of \$3,500.00 from the family of Robert L. Presutti, Sr. The bench will be placed at Springside Park to honor Mr. Presutti and his service to the City of Pittsfield as an RSVP volunteer.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



RETIRED SENIOR VOLUNTEER PROGRAM - 16 BARTLETT AVENUE - PITTSFIELD, MA 01201
Main Office: (413) 499-9345 - Fax: (413) 442-0422 - E-mail: RSVP@cityofpittsfield.org

April 2, 2024

To The Honorable Mayor Peter M. Marchetti
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Mayor Marchetti:

Submitted herewith for your consideration is an Order accepting a gift of a stone bench from the family of Robert L. Presutti, Sr. The bench has a value of \$3,500 and will be placed at Springside Park where Mr. Presutti was a long-time volunteer. The inscription on the bench will also acknowledge his over 10,000 volunteer hours with the Retired and Senior Volunteer Program.

Respectfully submitted,

Lisa Torrey, Director

cc: Matthew Kerwood, Treasurer



RSVP Volunteers . . . Priceless!



City of Pittsfield

M A S S A C H U S E T T S

IN CITY COUNCIL

AN ORDER

No. _____

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GIFT OF A STONE BENCH FROM THE FAMILY OF ROBERT L. PRESUTTI, SR.

Ordered:

That the City of Pittsfield, by and through its Mayor and City Council, is hereby authorized to accept a gift of a stone bench with a value of \$3,500.00 from the family of Robert L. Presutti, Sr. This gift is being accepted in accordance with M.G.L., Chapter 44, Section 53A.

POLISHED SHALLOW SCOOPED LETTERS

THIS CHESTNUT OAK TREE (*Quercus prinus*)
 HAS BEEN PLANTED IN MEMORY OF
 ROBERT L. PRESUTTI, SR.
 CERTIFIED ARBORIST AND FOUNDING MEMBER OF PITTSFIELD TREE WATCH
 FOR 10,633 HOURS OF VOLUNTEER SERVICE FROM 2008-2023
 THROUGH THE CITY OF PITTSFIELD'S
 RETIRED AND SENIOR VOLUNTEER PROGRAM (RSVP)

1"
 1"
 1 1/4"
 3/4"
 3/4"
 3/4"
 3/4"



SAVINO EMPIRE
 3-0 X 0-4 X 1-2 _____ BENCH
 POL
 S/B CARVE 1, LETTER 1
 SAV2833
 CAD-K
 QUOTED

PLEASE CHECK CAREFULLY

WE WILL NOT BE RESPONSIBLE
 FOR ANY ERRORS AFTER THE
 APPROVAL OF THIS DRAWING

APPROVAL... *[Signature]* ... DATE... 3/28/2024
[Signature] 3/29/2024
 James McGrath

SAVINO EMPIRE MONUMENTS, INC.
 100 Wahconah Street, Suite 2
 Pittsfield, MA 01201
 Tel. (413) 442-4149

Donna Brewer, Presiden

Date: 2/13/24 No:
~~Cemetery:~~ Spring Side Lot:
 Section: Park
PITTSFIELD, MA Eng # 1200 00

Please enter my order for a memorial as specified herein for which I agree to pay you the sum of \$ 3500.00 Tax: \$ 0
 Foundation: \$ 0 Shipping/Set: \$ 450.00 Total: \$ 3500.00 in the manner specified hereafter, to be
 erected at Spring Side Cemetery, Pittsfield, MA subject to the Rules and Regulations of said Cemetery.

Material, design, general dimensions, finish and lettering of said Memorial are to be substantially as follows:

* PARKS DEPT TO ESTABLISH SITE WE WILL SET UP SIGN

Material: <u>Granite</u>		
Design:		<u>Bob Presutti Memoria Bench</u>
Lot #:		<u>3-0 X 1-2 x 04 14" legs 18" High TO TOP.</u>

The said Memorial is guaranteed by you against and defects in workmanship. The title thereto and right of possession of said Memorial shall be vested in and remain with Savino Empire Monuments until I have paid for it in full. In default of or payment hereunder I license you to repossess and remove the said Memorial without guilt of trespass or other wrong, and authorize and empower you, in my name and on my behalf, to apply to the management of said Cemetery or other premises for a permit for its removal and to take any other steps you may deem necessary or expedient and further agree to hold you harmless from and under any entry, repossession and removal. You may then retain said Memorial or dispose of it at your own discretion, without being answerable to me for it or for any proceeds therefrom. You may also retain as liquidated damages, all sums of money which have been paid on account. Only the lettering herein specified is included in the agreed price. Additional charges will be made for any alteration of the original working drawing after approval and for the addition of extra lettering.

Agreement of payments:

\$ <u>3500.00</u>	Total: <u>\$3500.00</u>
\$	Deposit
\$	Balance

Tolerances according to industry standards.

This order is subject to any delay caused by any strike, lockout, fire or other condition beyond your control.

I will inform you forthwith of any change in my address prior to the final payment hereunder.

There is no agreement regarding this order other than contained herein.

Any part of this agreement contrary to the laws of any State shall not invalidate any other part thereof.

This order is not subject to cancellation after acceptance.

Accepted: Date _____

By: _____

Subject to signature by and receipt in this office.

Signed: x [Signature] 3/28/2024
 Address: x KSUP: 16 Bartlett Ave, Pittsfield, MA
 Tel: x 413-499-9345

[Signature]
James McGrath 3/29/24



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

Peter M. Marchetti
Mayor

April 16, 2024

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 \$18,000 from the Commonwealth of Massachusetts, Department of Conservation and Recreation, to cover expenses related to the hiring of boat ramp monitors at City lakes during the summer of 2024

Respectfully submitted,


Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



CITY OF PITTSFIELD

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

April 17, 2024

TO THE HONORABLE MAYOR:

Requested hereby is your authorization to accept a grant of funds in the amount of \$18,000 from the Commonwealth of Massachusetts, Department of Conservation and Recreation. These funds will be used to cover expenses related to the hiring of boat ramp monitors at city lakes during the summer of 2024.

Sincerely,

Justine Dodds
Director

cc. City Accountant

City of Pittsfield

M A S S A C H U S E T T S

IN CITY COUNCIL

AN ORDER

No. _____

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT
OF FUNDS FROM THE COMMONWEALTH OF MASSACHUSETTS

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 Eighteen Thousand (\$18,000) Dollars, from the Commonwealth of Massachusetts, Department of Conservation and Recreation, and that said funds may 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: MMARS Department Code: DCR	
Legal Address: (W-9, W-4) 70 Allen St, Rm 205, Pittsfield MA 01201		Business Mailing Address: 251 Causeway Street, Boston MA 02114	
Contract Manager: James McGrath	Phone: 413.464.5527	Billing Address (if different):	
Email: jmcgrath@cityofpittsfield.org	Fax:	Contract Manager: Trish McNally	Phone: 857-286-6957
Contractor Vendor Code: VC6000192128		E-Mail: trish.mcnelly@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 4CTDCR7400PITTSF2024	
		RFR/Procurement or Other ID Number : BD-24-1020-DCRCU-DC250-99844	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
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)		Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") 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 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			
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). \$ 18,000.00			
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: <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.)			
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.) Grant for Zebra Mussel Boat Ramp Monitoring at Pittsfield City Lakes -BD-24-1020-DCRCU-DC250-99844			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <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 ____, 20__, 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 ____, 20__, 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 June 30, 2024 , 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, 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.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: Date: 4/11/24 (Signature and Date Must Be Captured At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)	
Print Name: <u>James McGrath</u>		Print Name: _____	
Print Title: <u>Mayor</u>		Print Title: _____	



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

Peter M. Marchetti
Mayor

April 16, 2024

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 \$310,060.00 from the United States Department of Transportation's Safe Streets and Roads for All (SS4A) Grant Program for the "Planning for Safety in the Heart of the Berkshires" project. This funding will be used to develop a comprehensive safety action plan, create a traffic-calming toolkit, and implement pilot demonstration activities. This grant has a match requirement which will be funded with Chapter 90 funds.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



CITY OF PITTSFIELD

DEPARTMENT OF PUBLIC SERVICES & UTILITIES, 100 NORTH ST, PITTSFIELD, MA 01201 413-499-9330

April 23, 2024

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Submitted herewith for your approval is a grant award of \$310,060.00 from the Safe Streets and Roads for All (SS4A) program, administered by the United States Department of Transportation (USDOT). This funding is specifically earmarked for the "Planning for Safety in the Heart of the Berkshires" project, aimed at enhancing the safety of our roadways, particularly for our most vulnerable road users. This grant has a match requirement of \$78,000.00 which will be funded with state Chapter 90 allocation.

The Scope and Impact of the SS4A Grant:

The SS4A grant provides us with a unique opportunity to address and mitigate safety concerns across Pittsfield. The funding will be directed towards the development of a comprehensive safety action plan, the creation of a traffic-calming toolkit, and the implementation of pilot demonstration activities. These efforts will focus on high-impact areas with safety challenges. The planned enhancements include high-visibility crosswalks with refuge islands, curb extensions, and temporary mini-roundabouts—measures proven to significantly reduce traffic conflicts and enhance pedestrian safety.

Benefits to Pittsfield:

The benefits of accepting and implementing this grant are multifaceted:

- **Enhanced Safety:** The project directly contributes to reducing the number and severity of accidents, particularly for pedestrians and cyclists.
- **Community Well-being:** Safer streets encourage more residents to walk, cycle, and engage in community life, promoting health and social interaction.
- **Economic Advantages:** Improved road safety and aesthetics can enhance local business visibility and accessibility, stimulating economic activity.
- **Data-Driven Approach:** The pilot demonstration activities will provide valuable data to inform long-term infrastructure planning and investment, ensuring that our roadway improvements are both effective and sustainable.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "RM", is written over a horizontal line.

Ricardo Morales
Commissioner of Public Services & Utilities

Cc: Matt Kerwood, Finance Director

City of Pittsfield

M A S S A C H U S E T T S

No. _____

IN CITY COUNCIL

AN ORDER

Ordered:

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS IN THE AMOUNT OF \$310,060 FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION

That the City of Pittsfield, by and through its Mayor and City Council, is hereby authorized to accept a grant of funds from the United States Department of Transportation in the amount of Three Hundred and Ten Thousand, Sixty Dollars (\$310,060) for the "Planning for Safety in the Heart of the Berkshires" project under the Safe Streets for All Federal Program and said grant 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 attached to this order.

- 1. **Federal Award No.**
- 2. **Effective Date**
See No. 16 Below
- 3. **Assistance Listings No.**
20.939
- 4. **Award To**
The City of Pittsfield, MA
70 Allen Street
Pittsfield, MA 01201
- 5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

Unique Entity Id.: DG3AQ4WL5JW7

TIN No.: 046001408

- 6. **Period of Performance**
Effective Date of Award –
12/31/2025
- 7. **Total Amount**
Federal Share: \$310,060.00
Recipient Share: \$77,515.00
Other Federal Funds: \$0
Other Funds: \$0
Total: \$387,575.00

- 8. **Type of Agreement**
Grant
- 9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)

- 10. **Procurement Request No.**
[Federal Highway Administration will provide]
- 11. **Federal Funds Obligated**
\$310,060

- 12. **Submit Payment Requests To**
See Article 5.
- 13. **Accounting and Appropriations Data**
[insert Data]

14. Description of the Project

To provide active transportation facilities that address transportation safety challenges facing Pittsfield residents and visitors. The city intends to develop a comprehensive Safety Action Plan and an implementation strategy that includes a traffic calming toolkit of proven safety countermeasures. The city will also test these countermeasures along a high-crash corridor through a demonstration pilot project.

RECIPIENT

FEDERAL HIGHWAY ADMINISTRATION

15. Signature of Person Authorized to Sign

16. Signature of Agreement Officer

Signature

Date

Name:

Title:

Signature

Date

Name:

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation’s (the “USDOT”) Federal Highway Administration (the “FHWA”) and the City of Pittsfield (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the Planning for Safety in the Heart of the Berkshires.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All (“SS4A”) Grant Program,” which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under “Fiscal Year 2023.” Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: Planning for Safety in the Heart of The Berkshires

Application Date: June 29th, 2023

2.2 Award Amount.

SS4A Grant Amount: \$310,060

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project’s Statement of Work.

There will be 3 principal components to the work done through the grant a Safe Action Plan, a Traffic Calming Toolkit, and a Demonstration Activity.

Safety Action Plan:

The Safety Action Plan will combine technical expertise, analytic rigor, and a grassroots public involvement campaign to document demonstrated and perceived threats to transportation safety in Pittsfield. This Safety Action Plan would advance the City's commitments to safety, equity, and modal choice enshrined first in Pittsfield's Complete Streets Policy and supported in the Bicycle Facilities Master Plan, laying out a vision for a truly safe system that strives to achieve zero roadway fatalities and serious injuries. The comprehensive Safety Action Plan will identify high-priority corridors and intersections as well as meet other requirements of the Safe Streets and Roads for All program.

Traffic Calming Toolkit:

A detailed traffic-calming toolkit tailored to Pittsfield's needs. This toolkit will include proven safety countermeasures vetted by City's engineering and public works staff, police department, fire, and emergency services. These treatments will be deployed along high-priority corridors and intersections. The toolkit will include typical design drawings for proven countermeasures like mini roundabouts, curb extensions, median

pedestrian refuge islands, and raised crosswalks. The toolkit will list implementation strategies ranging from quick build to permanent installation.

Demonstration Activity:

The city intends to use grant funding for a demonstration pilot project to test the toolkit countermeasures along a high-crash corridor. The project funding would be used to design and implement pilot safety improvements, such as newly marked high-visibility crosswalks with refuge islands with flex posts, curb extensions with flex posts, and temporary mini-roundabouts. This demonstration project will introduce safety treatments from the toolkit to the community, yield public feedback on these treatments, and allow the city to conduct a before-and-after analysis of the effectiveness of quick-build safety countermeasures in high-crash corridors. A breakdown of the anticipated funding allocation for this demonstration activity is provided below.

3.2 Project’s Estimated Schedule.

Safety Action Plan & Traffic Calming Toolkit:

It is expected that these two efforts will run concurrently and will be completed by the end of 2024.

Demonstration Activity:

The demonstration activity will follow in 2025 with construction of the measures in the spring so the change in behavior of vehicles can be studied during the summer and analyzed in the fall with the grant completed at the end of 2025.

Action Plan Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	N/A
Planned Draft Plan Completion Date:	09/30/2024
Planned Final Plan Completion Date:	10/31/2024
Planned Final Plan Adoption Date:	12/15/2024
Planned SS4A Final Report Date:	1/15/2025

Demonstration Activity Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	03/01/2025
Planned Construction Start Date	06/01/2025
Planned Evaluation Period End Date:	09/01/2025
Planned SS4A Final Report Date:	11/01/2025

Supplemental Planning Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	N/A
Planned Draft Plan Completion Date:	09/30/2024
Planned Final Plan Completion Date:	10/31/2024
Planned Final Plan Adoption Date:	12/15/2024

Planned SS4A Final Report Date:	1/15/2025
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3.3 Project’s Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$310,060
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$77,515
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$387,575

(b) Cost Classification Table – Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	\$259,575		\$259,575
Construction	\$120,00		\$120,000
Miscellaneous	\$8,000		\$8,000
Project Total	\$387,575		\$387,575

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient’s approved Budget Application. In the event the Recipient’s indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient’s indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Tyler Shedd
 City Engineer
 Department of Public Services and Utilities
 70 Allen Street
 Pittsfield, MA 01201
 (413) 499-9417
 tshedd@cityofpittsfield.org

4.2 Recipient Key Personnel.

Name	Title or Position
Ricardo Morales	Commissioner

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
 Federal Highway Administration
 Office of Safety
 HSSA-1, Mail Stop: E71-117
 1200 New Jersey Avenue, S.E.
 Washington, DC 20590
 202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
 Federal Highway Administration
 Office of Acquisition and Grants Management
 HCFA-33, Mail Stop E62-310
 1200 New Jersey Avenue, S.E.
 Washington, DC 20590
 202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – Massachusetts
 Agreement Officer’s Representative (AOR)
 [Federal Highway Administration will provide]
 and

[Federal Highway Administration will provide]
 [Massachusetts] Division Office Lead Point of Contact - Federal Highway Administration will provide
 [enter job title]
 [enter address]
 [enter telephone]
 [enter Division Office Email Address]

**ARTICLE 5
 USDOT ADMINISTRATIVE INFORMATION**

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement,

the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.

- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2. The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan & Supplemental Action Plan will be made publicly available and agrees that it will publish the final Action Plan & Supplemental Action Plan on a publicly available website.
- 6.5 The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan’s list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.
- 6.6 The Recipient of an Implementation Grant agrees to update its Action Plan within two years of the date of this agreement to: align with all Comprehensive Safety Action Plan components in Table 1 of the SS4A FY 2023 NOFO corresponding with any “no” responses in the Self-Certification Eligibility Worksheet; ensure that the Action Plan’s safety focus includes all road users, including pedestrians, bicyclists, and motor vehicle safety; and ensure that the Action Plan was last updated not more than three years prior.
- 6.7 The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under

NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.

- 6.8 The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.9 There are no other special grant requirements.

**ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION**

Study Area: Williams Street

Baseline Measurement Date: 03/01/2025

Baseline Report Date: 05/01/2025

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Outcomes and Benefits	<p>Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)</p>	<p>Within 120 days after the end of the period of performance</p>
Outcomes and Benefits	<p>Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)</p>	<p>Within 120 days after the end of the period of performance</p>
Outcomes and Benefits	<p>Project Location(s): GIS/geo coordinate information identifying specific project location(s)</p>	<p>Within 120 days after the end of the period of performance</p>
Lessons Learned and Recommendations	<p>Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.</p>	<p>Within 120 days after the end of the period of performance</p>

**ATTACHMENT B
CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert “N/A” in Section 3.3 of the table.

Scope:

N/A

Schedule:

N/A

Budget:

N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)			N/A	N/A
Federal Funds			N/A	N/A
Non-Federal Funds			N/A	N/A
Total Previously Incurred Costs			N/A	N/A
Future Eligible Project Costs			N/A	N/A
SS4AFunds			N/A	N/A
Other Federal Funds			N/A	N/A
Non-Federal Funds			N/A	N/A
Total Future Eligible Project Costs			N/A	N/A
Total Project Costs			N/A	N/A

**ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

Upgrading Pittsfield's aging transportation infrastructure would be a transformative step in revitalizing the city. Pittsfield has entrenched transportation safety issues. Between 2017 and 2021, 11 fatal crashes occurred in the city, and with nearly a third (27 percent) of all Pittsfield residents living in underserved tracts (which are statistically likelier to experience severe or fatal crashes), the potential for further fatality or serious injury remains high. Residents in these disadvantaged tracts face a higher travel risk due to interrelated and concurrent stressors. Residents in these tracts suffer disproportionately from major health problems, including asthma, cancer, high blood pressure, diabetes, and poor mental health. Safe, comfortable active transportation facilities would offer relief for each of these issues, making it more feasible for residents to commute using low-cost and environmentally friendly modes (like bicycling and walking), making multimodal traffic safer for all users, and encouraging all residents to build transportation habits that promote individual health.

**ATTACHMENT D
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>

	<p>The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.</p>
	<p>The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.</p>
	<p>The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.</p>

**ATTACHMENT E
LABOR AND WORKFORCE**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

	<p>The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i></p>

	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>
	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.</p>
	<p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p>

2. Supporting Narrative.

[Attachment not required for grant amounts under \$500,000.00]

**ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

2. Supporting Narrative.

[Attachment not required for grant amounts under \$500,000.00]



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

Peter M. Marchetti
Mayor

April 16, 2024

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

Dear Councilors,

Please accept this communication and presentation from the Commissioner of Public Services and Utilities as a response to a petition regarding angled parking on North Street.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



CITY OF PITTSFIELD

DEPARTMENT OF PUBLIC SERVICES & UTILITIES, 100 NORTH ST, PITTSFIELD, MA 01201 413-499-9330

April 23, 2024

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Please accept this communication and presentation as a response to the petition referred to my department to evaluate angle parking configurations on North St. As requested, we have conducted, with the assistance of Kittleson & Associates, an in-depth analysis regarding the potential implementation of angle parking on North St.

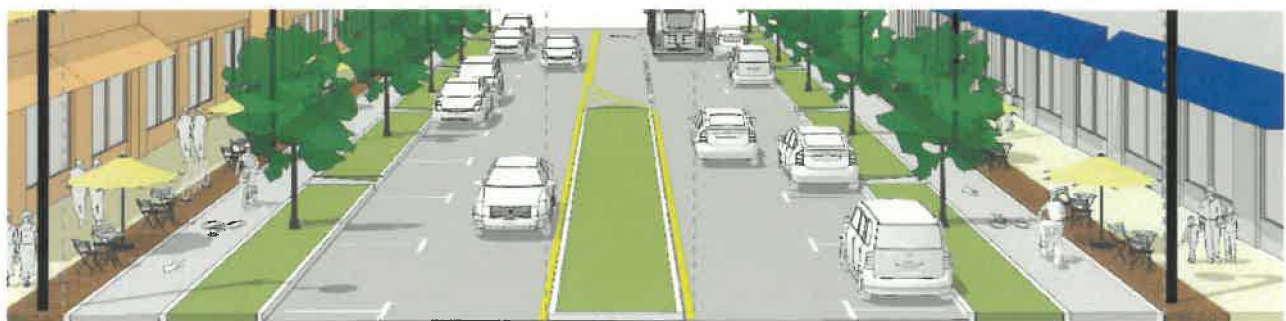
The evaluation covered a thorough overview of existing typical sections, potential parking configurations, and a review of parking standards. It provided a detailed comparison between front-in and back-in angle parking, alongside a discussion on different alternatives and an analysis of these alternatives. Additionally, the study explored parking space count alterations, emergency routing, and alternate routes for passthrough traffic, all within the framework of our current infrastructure constraints.

The key takeaways from the report are substantial and necessitate careful consideration. Implementing angle parking on North St., whether at 30 degrees or 45 degrees, presents a series of trade-offs, particularly in terms of the impact on emergency services, bike lanes and pedestrian spaces. The potential for increasing parking space is considerable; however, the implications on safety and the overall streetscape call for a balanced approach.

After careful analysis and consideration of the various alternatives presented, it is clear that option #4—maintaining parallel parking while expanding pedestrian zones and adding protected bike lanes—emerges as the preferred alternative. This option aligns with our commitment to safety, inclusivity, and the aesthetic appeal of our city. It offers a solution that enhances the streetscape for pedestrians, businesses, cyclists, and drivers alike, without compromising the functionality of North St.

Features under Alternative #4 Include:

- Increased Active and Passive Mobility space
- Maintains parallel parking
- Increased space for outdoor cafes or parklets
- Protected bikelanes



The Department of Public Services and Utilities requests the approval of the City Council to pursue this alternative further towards implementation. Should this proposal receive your endorsement, the following steps will include comprehensive public input sessions to refine our approach, particularly focusing on intersection designs. We aim to schedule the construction for Calendar Year 2025, after having secured the necessary funding.

Please review the attached presentation in its entirety and welcome the opportunity to discuss its contents during the next Council Meeting.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to be 'Ricardo Morales', written over a horizontal line.

Ricardo Morales
Commissioner of Public Services & Utilities



North Street On-Street Parking Configurations Study

March 2024

Prepared For:



THE HEART OF THE BERKSHIRES

Prepared By:



Existing Condition

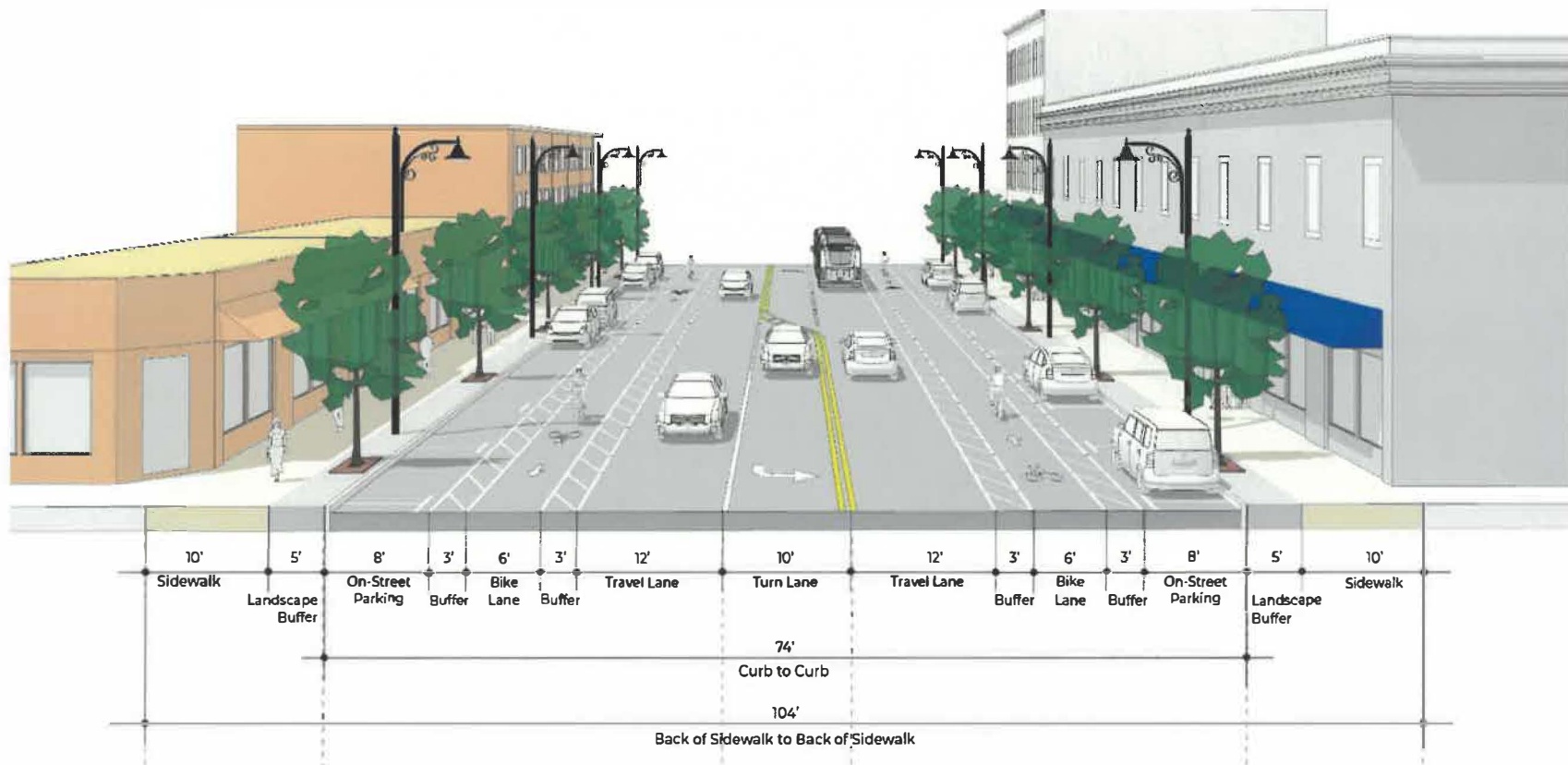
North Street from West St to Madison St



Source: iBerkshire.com

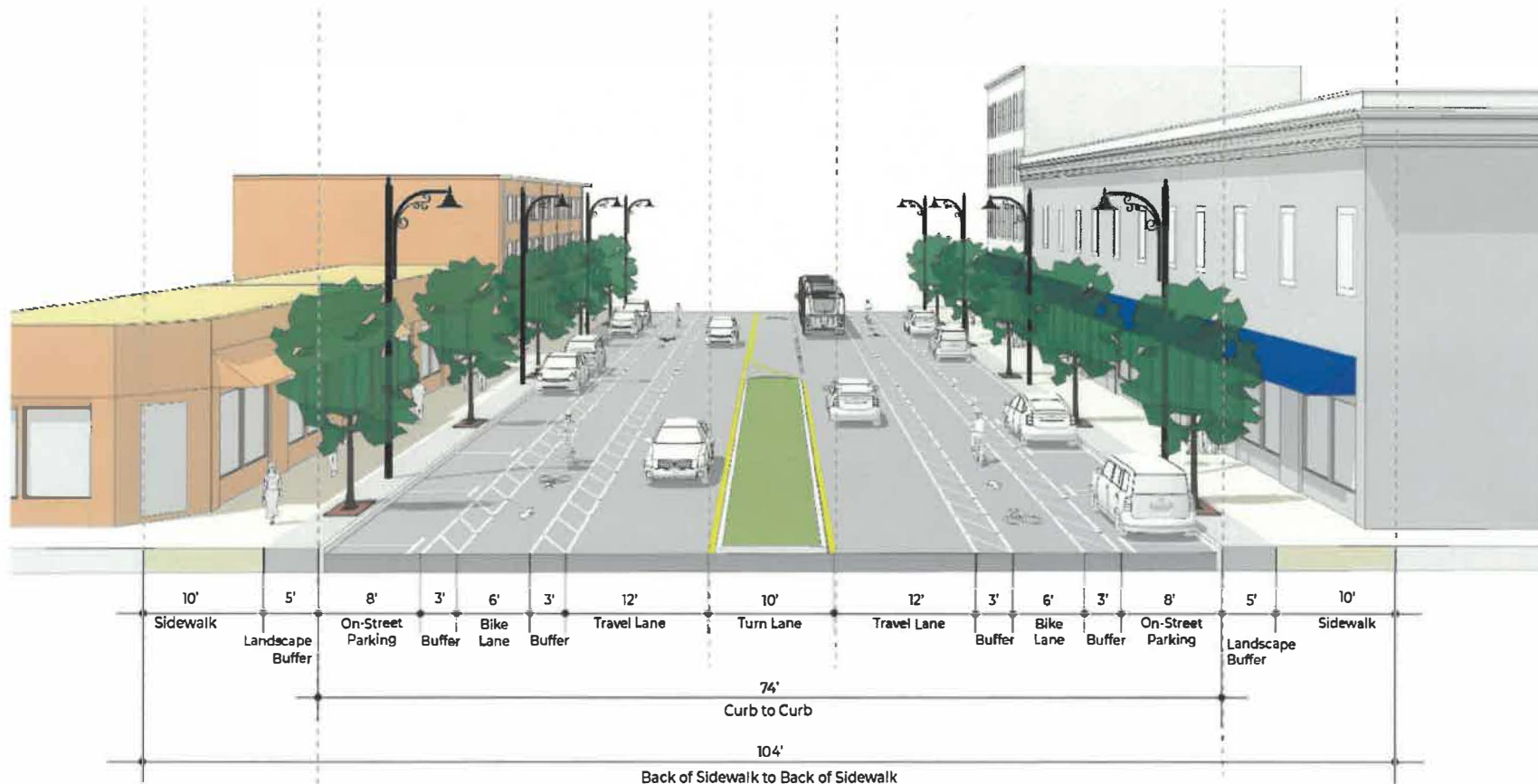
Existing Typical Section With Turn Lane and No Median

North Street from West St to Madison St



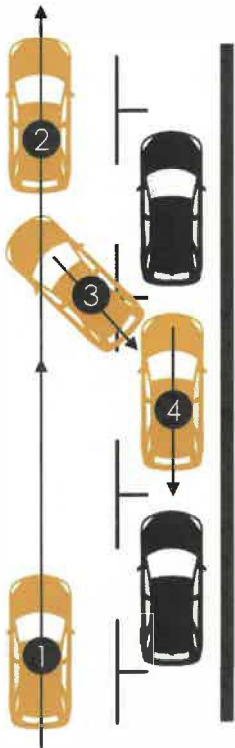
Existing Typical Section With Median & Turn Lane

North Street from West St to Madison St

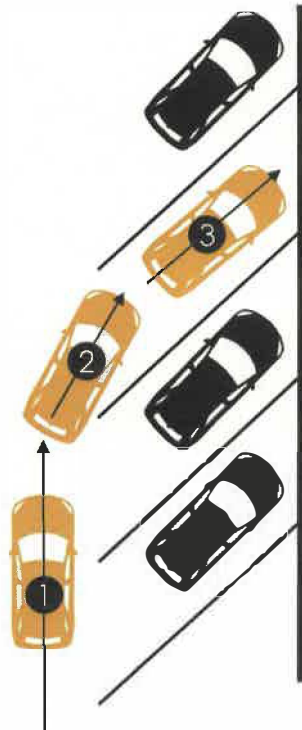


Potential Parking Configurations for North Street

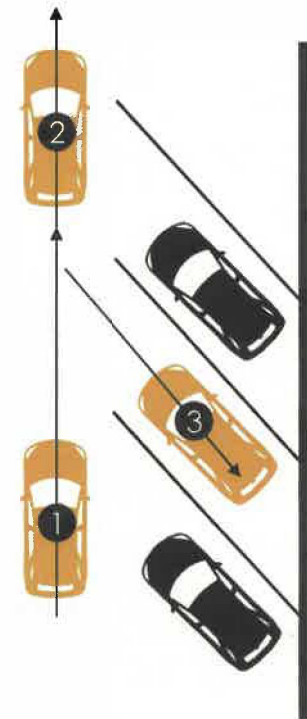
Parallel Parking
(Existing)



Front-In
Angle Parking



Back-In
Angle Parking



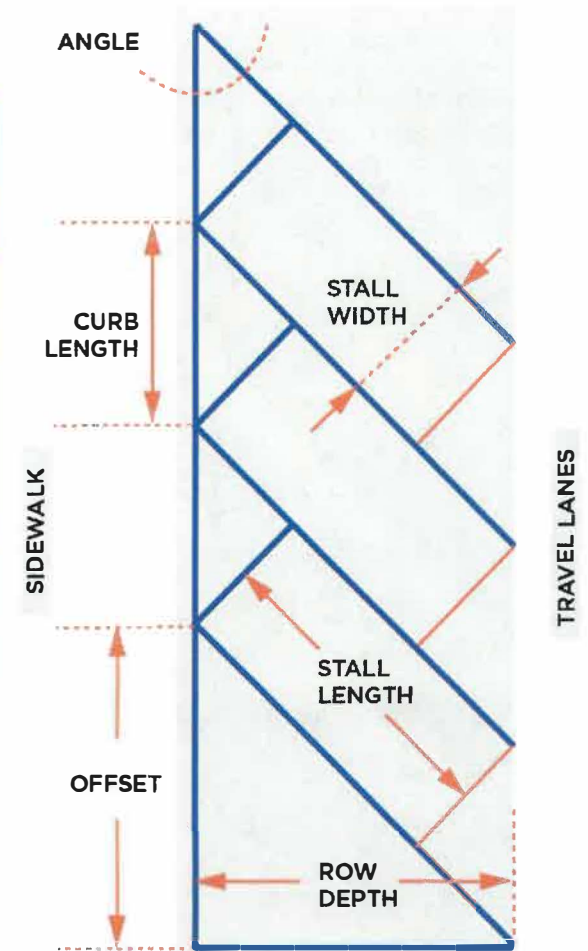
Parking Standards

Parking Angle	Stall Width (Ft)	Stall Length (Ft)	Row Depth for On-Street Parking (Ft)	Offset in Feet	Curb length in Feet	Minimum Aisle width
0 degree (Parallel Parking)	9.0	22.0	9.0	None	22.0	12ft one-way, 24 feet two-way
30 degrees	9.0	18	16.8	29.1	18.0	12 ft one-way, 24 ft two-way
		20	17.8	30.8		
	10.0	18	17.1	30.6		
45 degrees	9.0	18	19.1	19.1	12.7	12 ft one-way, 24ft two-way
		20	20.5	20.5		
	10.0	18	19.8	19.8	14.1	
		20	21.2	21.2		

Source: Wyoming Parking Standards, American Legal Publishing

City of Pittsfield requires about **20 feet clearance for emergency** vehicles on North Street

The National Fire Protection Administration (NFPA) Uniform Fire Code (2003) **recommends a minimum unobstructed width of 20 feet**, with the recognition that local authorities can set lower standards if turnouts or alternate exits are available. – NFPA 1 Chapter 18



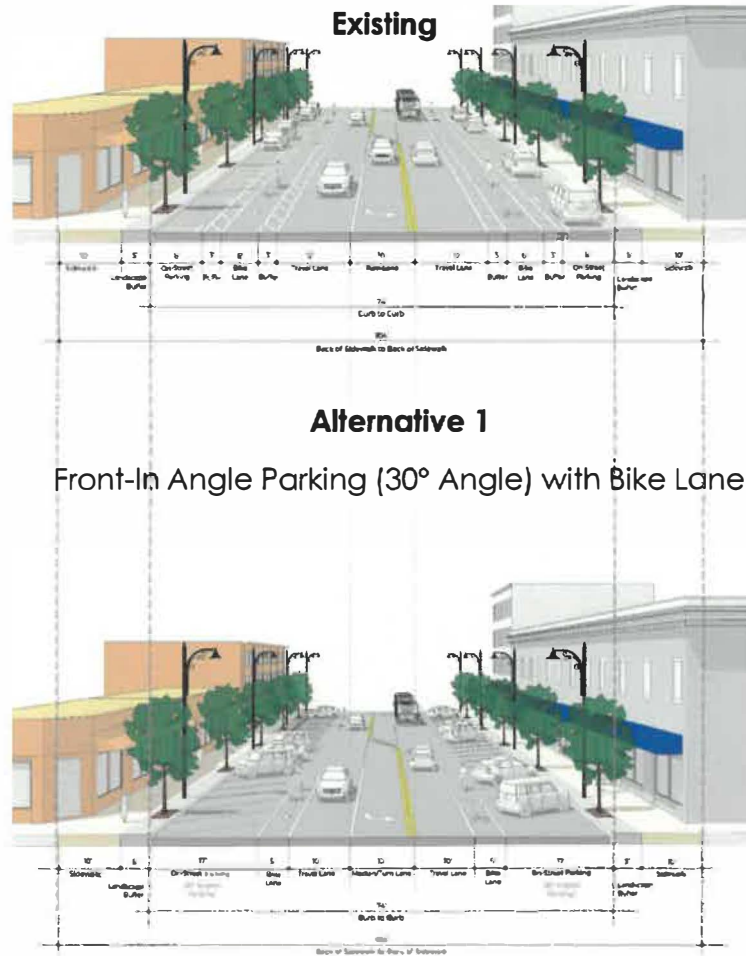
Evaluating Front-In Versus Back-In Parking Design

	Front-In Angled Parking with Conventional Painted Bike Lane	Back-In Angled Parking with Conventional Painted Bike Lane
Visibility and Navigation for motorists	<ul style="list-style-type: none"> • Provides more visibility for drivers entering and exiting parking spaces especially for larger vehicles • Restricted vision for motorists when backing out of the parking space • Can be more difficult to navigate for pedestrians and cyclists 	<ul style="list-style-type: none"> • Improved visibility and increased field of vision to see oncoming traffic.
Risk of collision with bicycle and pedestrians	<ul style="list-style-type: none"> • Higher chances of collisions due to restricted vision when rejoining traffic 	<ul style="list-style-type: none"> • Reduced risk of accidents and/or collisions as motorists no longer have to back out blindly from their parking spaces
No. of Parking Spaces	<ul style="list-style-type: none"> • Can accommodate more vehicles in a given area in comparison to parallel parking 	<ul style="list-style-type: none"> • Can accommodate more vehicles in a given area in comparison to parallel parking
Potential for conflicts at the sidewalk level	<ul style="list-style-type: none"> • Pros: Lower risk to bicyclists minimizing "dooring" incidents • Cons: As car doors open it directs pedestrians toward the travel lane instead of the sidewalk 	<ul style="list-style-type: none"> • Pros: Lower risk to bicyclists minimizing "dooring" incidents • Pros: As car doors open in a way that directs pedestrians towards the sidewalk, ensuring they move away from the street.
Loading/Unloading	<ul style="list-style-type: none"> • Cons: Risk to pedestrians loading/unloading vehicles on the side of the travel lanes 	<ul style="list-style-type: none"> • Pros: Lower risk to pedestrians with trunks located adjacent to the sidewalk conflicts may be avoided with traffic offering protection from the street
Traffic Flow Disruption	<ul style="list-style-type: none"> • Cons: Obstruction of travel lanes is likely due to opening trunks 	<ul style="list-style-type: none"> • Pros: Minimal obstruction to travel lanes

Parking & Bike Lane Configuration Alternatives

Alternative 1

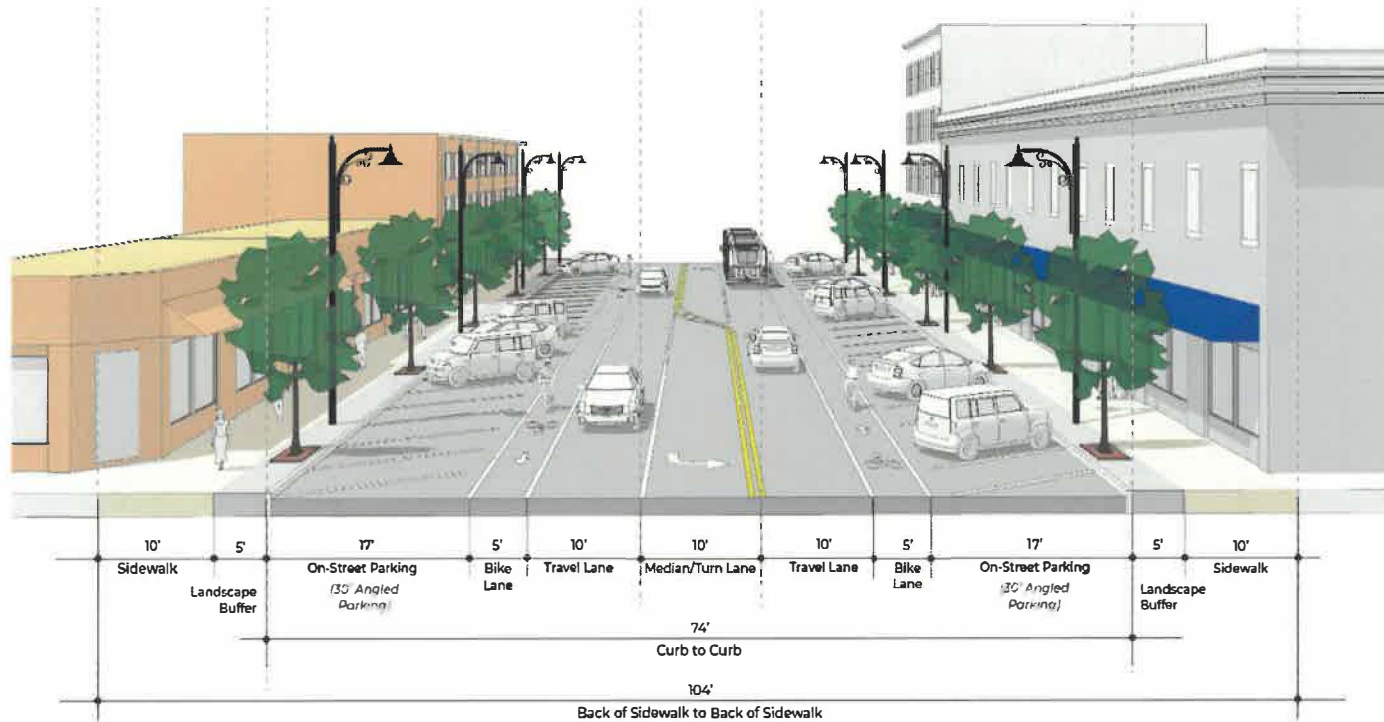
Front-In Angle Parking (30° Angle) with Bike Lane



- Bike lane has no buffer
- Bike lane sandwiched between angled parking and travel lane

Alternative 1

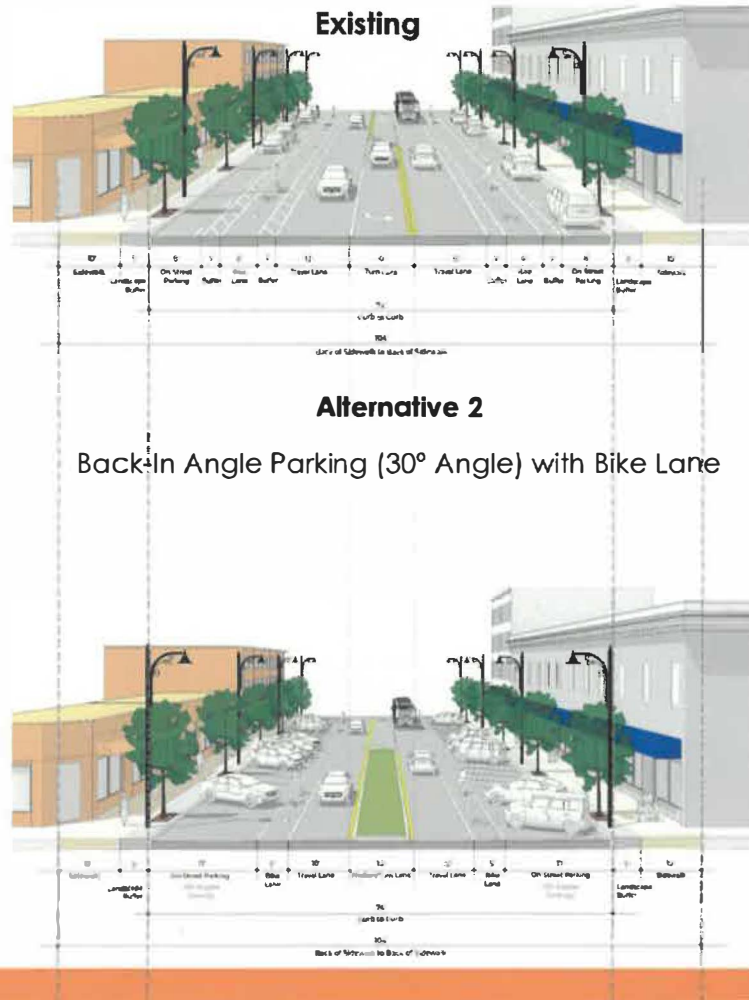
Front-In Angle Parking (30° Angle) with Bike Lane



- Bike lane has no buffer
- Bike lane sandwiched between angled parking and travel lane

Alternative 2

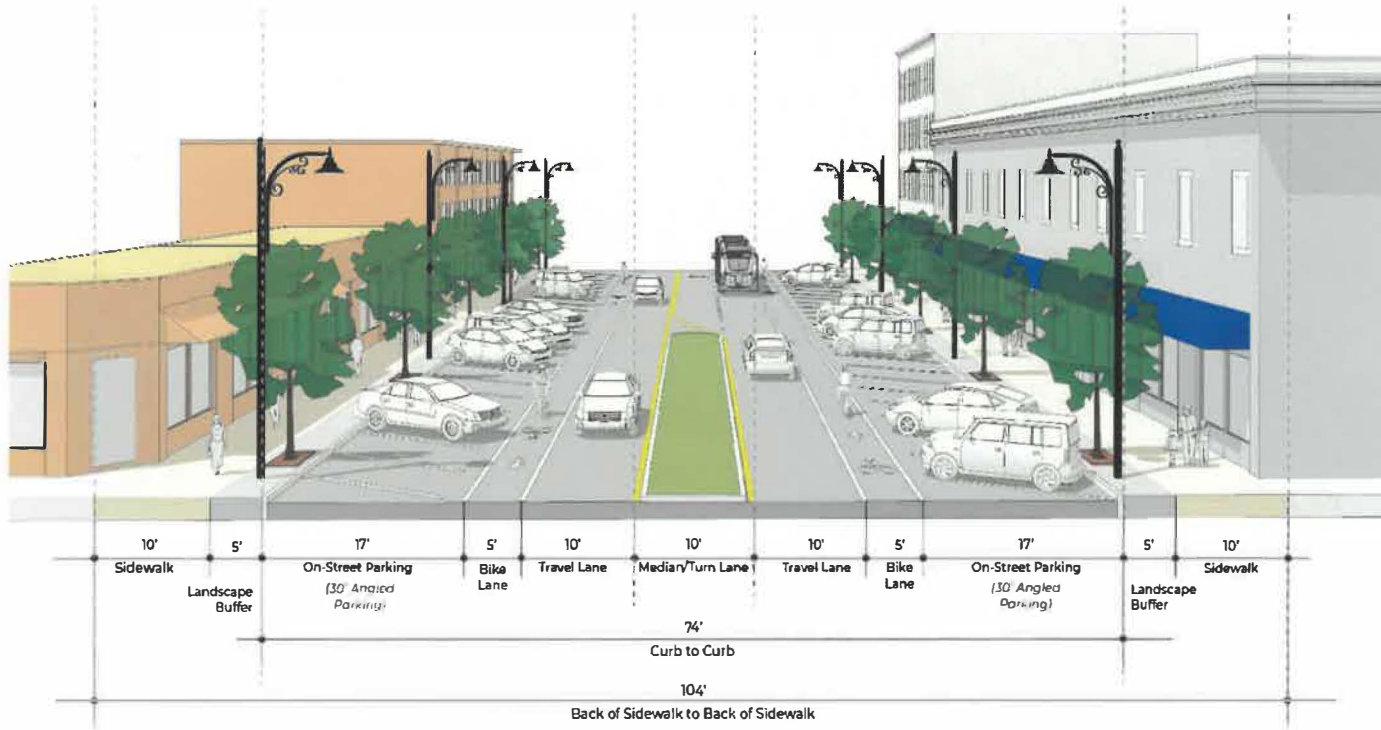
Back-In Angle Parking (30° Angle) with Bike Lane



- Bike lane has no buffer
- Bike lane sandwiched between angled parking and travel lane

Alternative 2

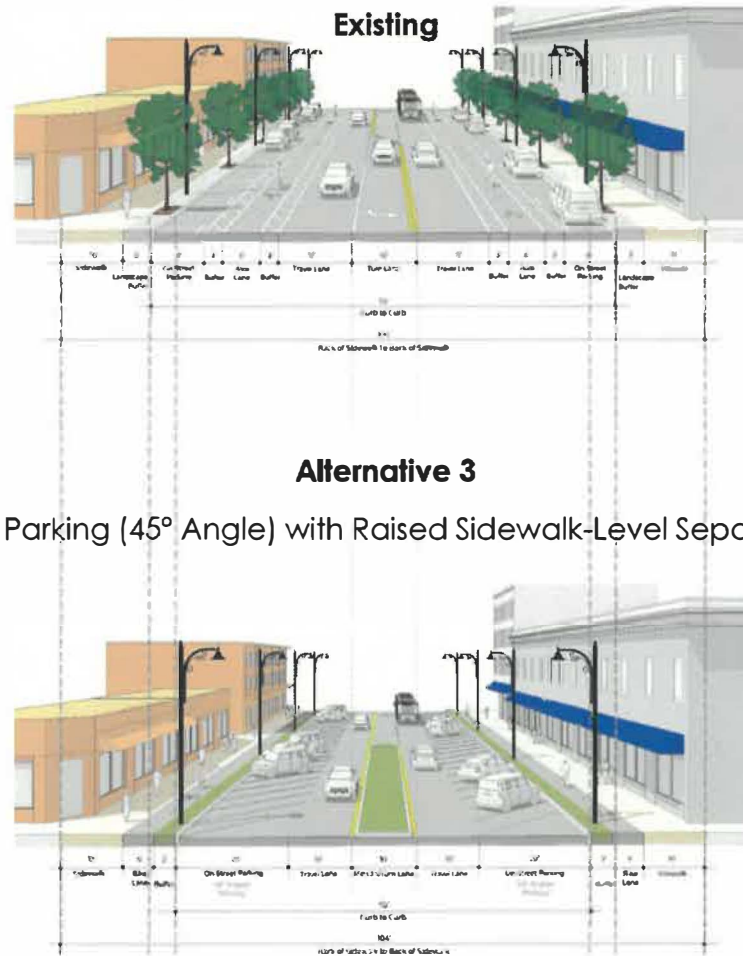
Back-In Angle Parking (30° Angle) with Bike Lane



- Bike lane has no buffer
- Bike lane sandwiched between angled parking and travel lane

Alternative 3

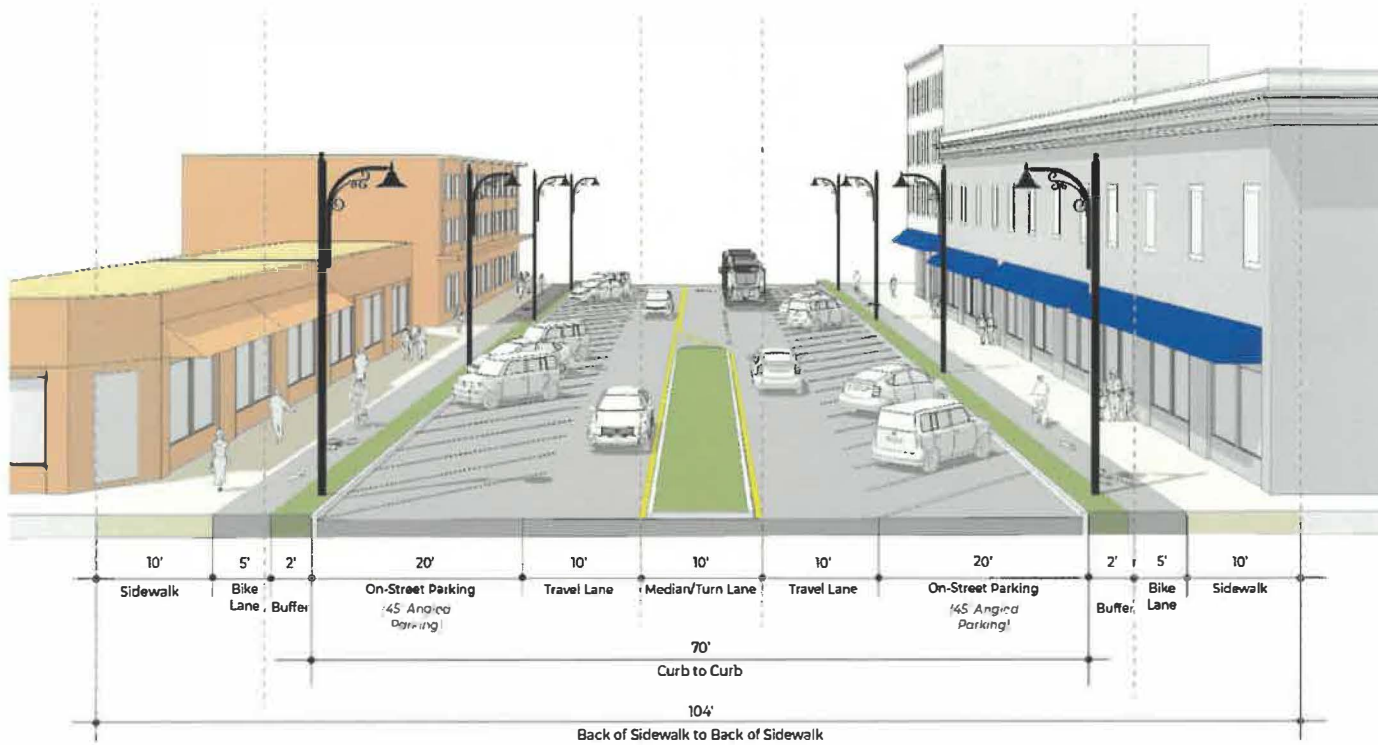
Front-In Angle Parking (45° Angle) with Raised Sidewalk-Level Separated Bike Lanes



- Requires reconstruction and relocation of curbs
- No space for streetscape and street trees
- Separated and raised bike lanes

Alternative 3

Front-In Angle Parking (45° Angle) with Raised Sidewalk-Level Separated Bike Lanes



- Requires reconstruction and relocation of curbs
- No space for streetscape and street trees
- Separated and raised bike lanes

Alternative 4A

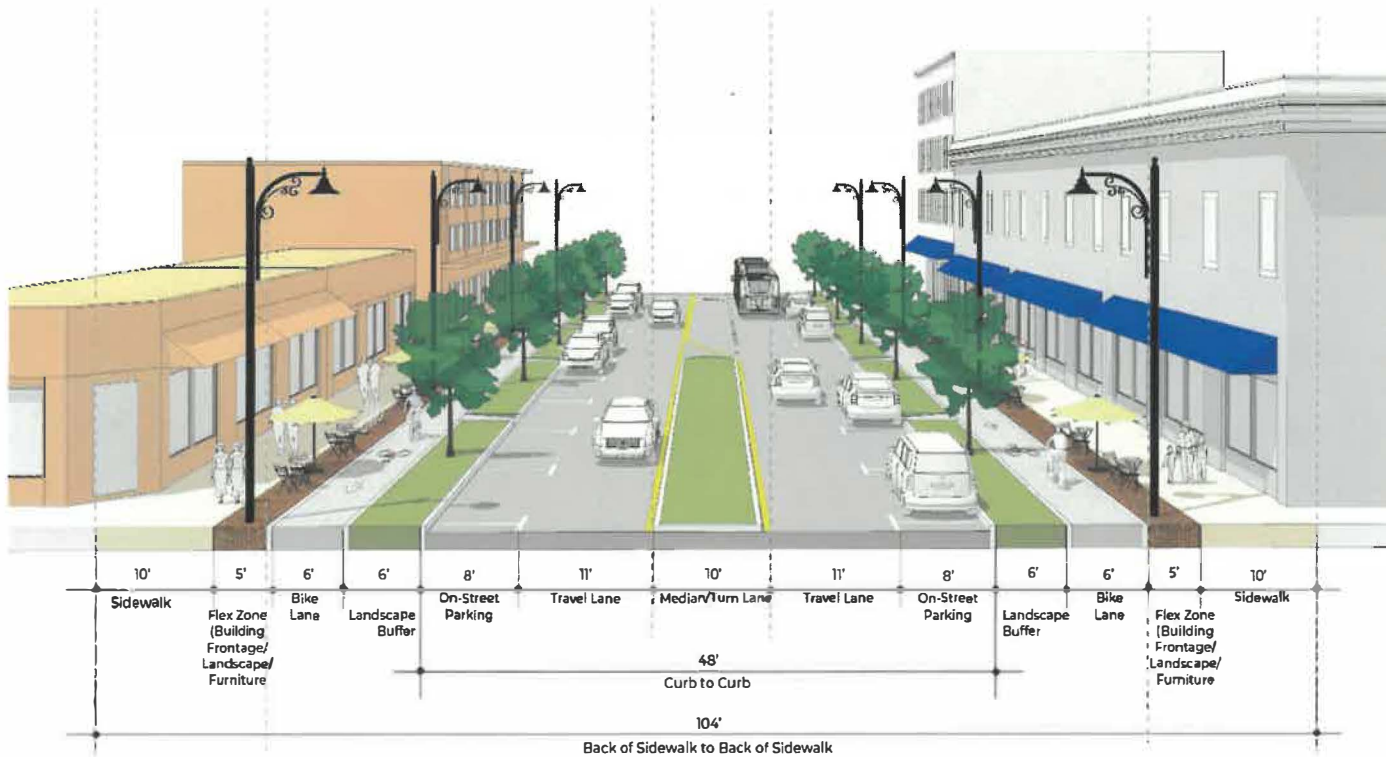
Parallel Parking with Raised Sidewalk-Level Separated Bike Lanes



- Can be built while maintaining existing curbs
- Separated and raised bike lanes
- Maintains parallel parking

Alternative 4A

Parallel Parking with Raised Sidewalk-Level Separated Bike Lanes



- Can be built while maintaining existing curbs
- Separated and raised bike lanes
- Maintains parallel parking

Alternative 4A

Raised Sidewalk-Level Separated Bike Lanes

Examples



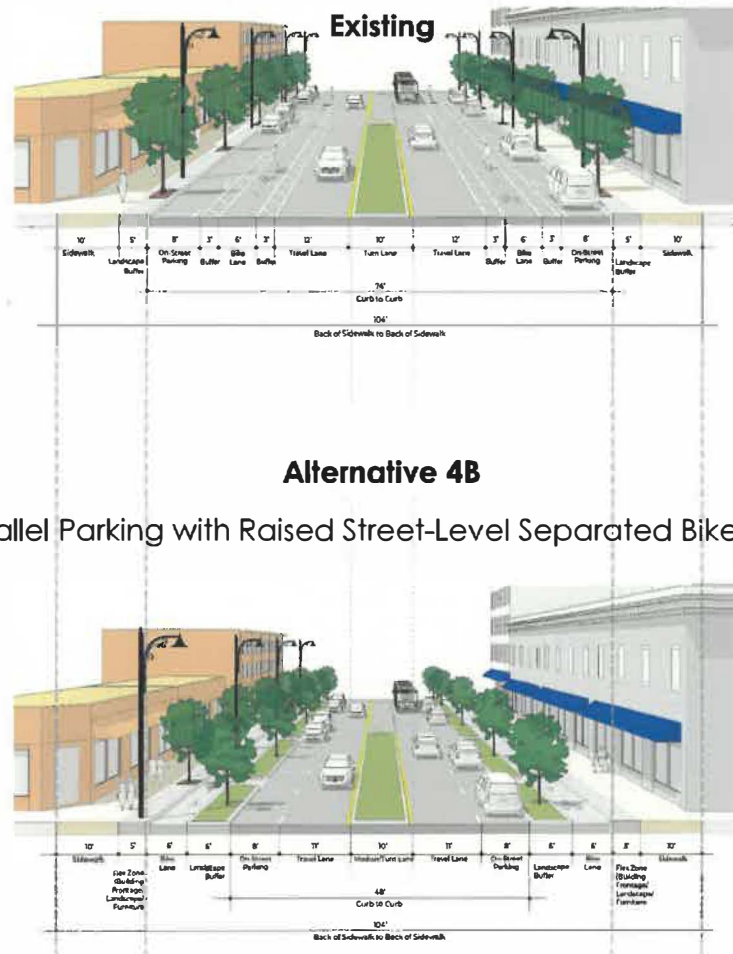
Western Avenue, Cambridge, MA
Image Source: City of Cambridge, MA



7th Avenue, Seattle, WA
Image Source: Ryan Packer via The Urbanist

Alternative 4B

Parallel Parking with Raised Street-Level Separated Bike Lanes

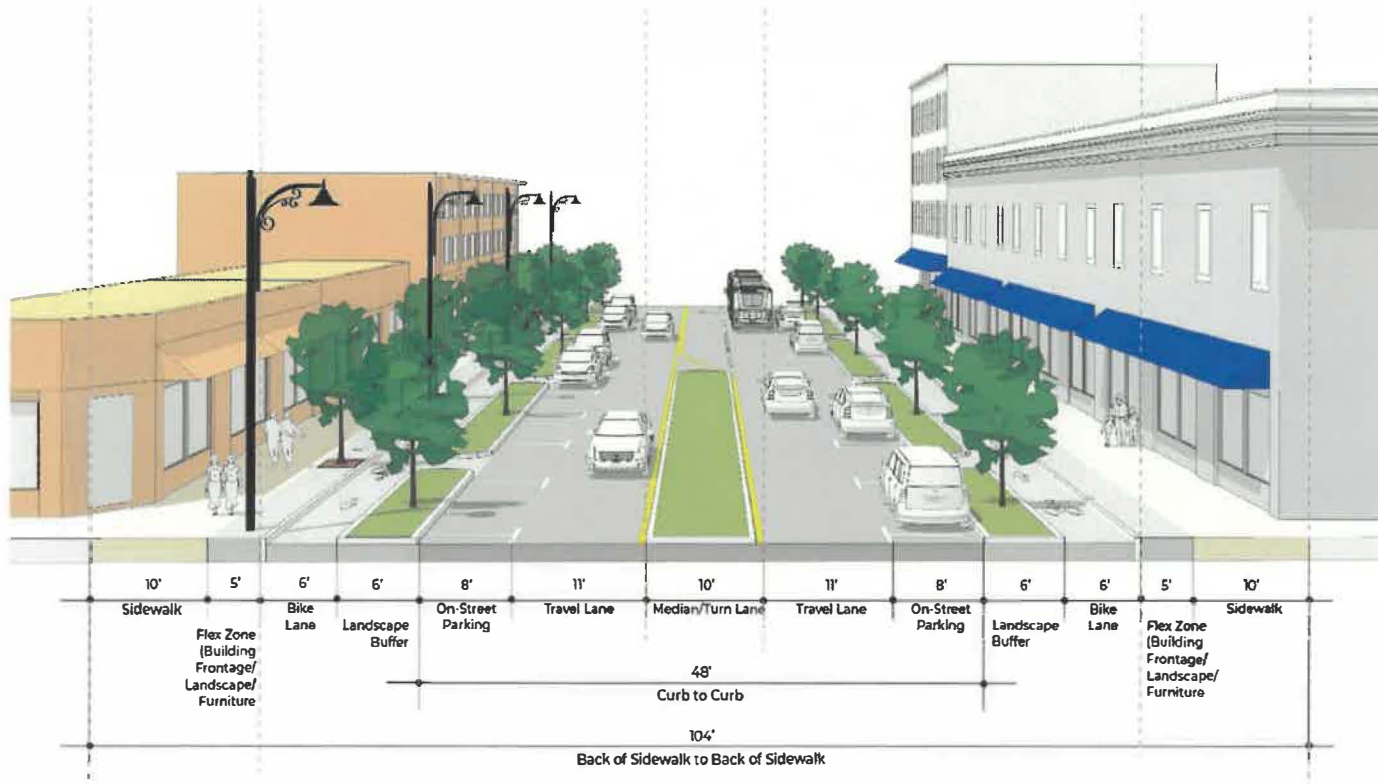


Alternative 4B
Parallel Parking with Raised Street-Level Separated Bike Lane

- Can be built while maintaining existing curbs
- Separated street level bike lanes
- Raised median separators with gaps for drainage
- Maintains parallel parking

Alternative 4B

Parallel Parking with Raised Street-Level Separated Bike Lanes



- Can be built while maintaining existing curbs
- Separated street level bike lanes
- Raised median separators with gaps for drainage
- Maintains parallel parking

Alternative 4B

Raised Street-Level Separated Bike Lanes

Examples



El Paso Avenue, Russellville, Arkansas
Image Source: FHWA



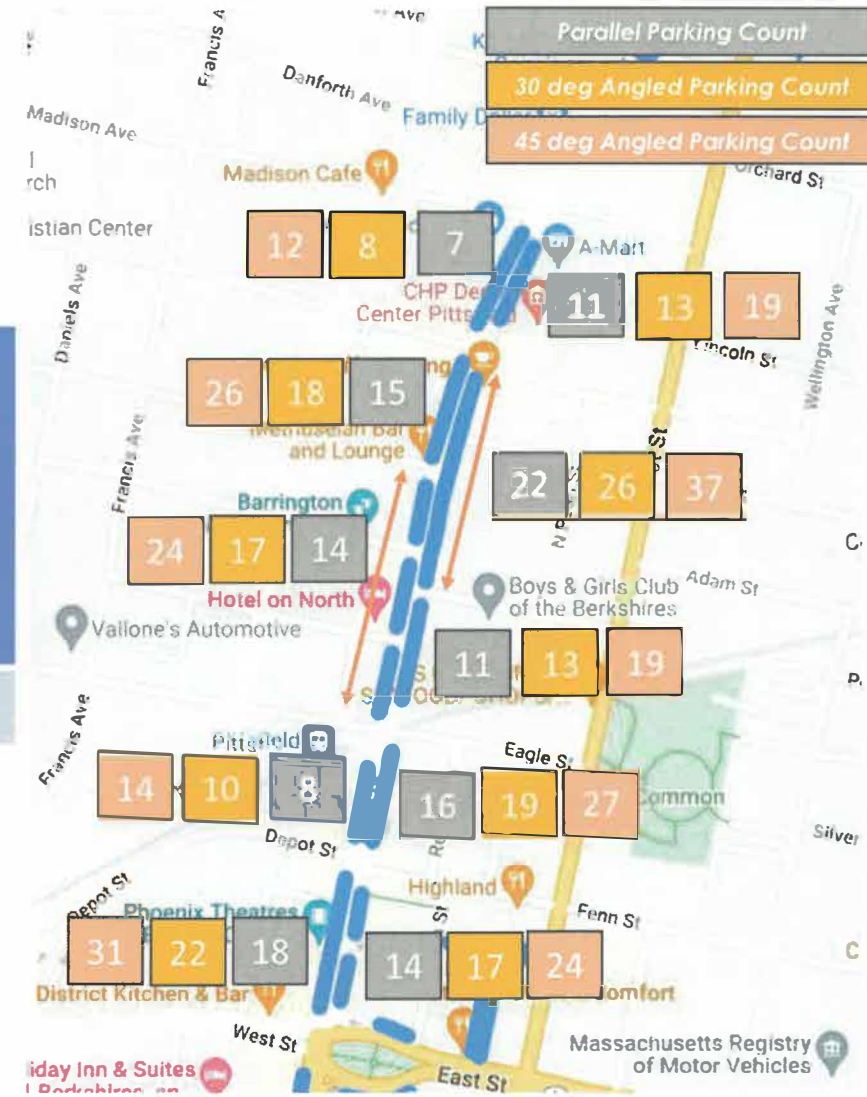
C Street NE, Washington, DC
Image Source: Google Earth

Alternatives Analysis

Alternative Description	Parking Type	Impacts to Bicycle Facility	Impacts to Pedestrian Facility	Impacts on Vehicular Traffic Operations	Impacts to Fire Engine and Other Emergency Vehicle Operations (Unobstructed width between curb and median)
Existing	Existing Parallel Parking	Double Buffered 6ft wide bike lane with 3 ft buffers	Parallel parking does not block sidewalks	One 12 ft wide through travel lane in each direction	24 ft = travel lane + double buffered bike lane 32 ft unobstructed curb to curb
Alt 1 (Within Existing ROW)	Front-In Angle Parking	5ft wide bike lane between angled parking and travel lane	Car hoods could block sidewalks	One 10 ft wide through travel lane in each direction	15 ft = travel lane + bike lane 32 ft unobstructed curb to curb
Alt 2 (Within Existing ROW)	Back-In Angle Parking	5ft wide bike lane between angled parking and travel lane	Car trunks could block sidewalks	One 10 ft wide through travel lane in each direction	15 ft = travel lane + bike lane 32 ft unobstructed curb to curb
Alt 3 (Moving Curbs)	Front-In Angle Parking	5ft-6ft wide sidewalk-level bike lane between angled parking and sidewalk with a 2ft-3ft buffer	Bike Lane adds buffer between pedestrians and vehicles	One 12 ft wide through travel lane in each direction	12ft = travel lane 29ft unobstructed curb to curb
Alt 4 A & B (Can maintain existing curbs)	Parallel Parking	5ft-6ft wide separated bike lane between landscape buffer and sidewalk	Bike Lane adds buffer between pedestrians and vehicles	One 11ft wide through travel lane in each direction	11ft = travel lane 19ft unobstructed curb to curb



Number of Parking Spaces

Existing Number of Parallel Parking Spaces	Existing Parking Width with Parallel Parking	Potential Number of Angle Parking Spaces (45 deg)	Potential Parking Width With 45-Degree Angle Parking	Potential Number of Angle Parking Spaces (30 deg)	Potential Parking Width With 30-Degree Angle Parking
136	8 ft	231	20 ft	163	17 ft





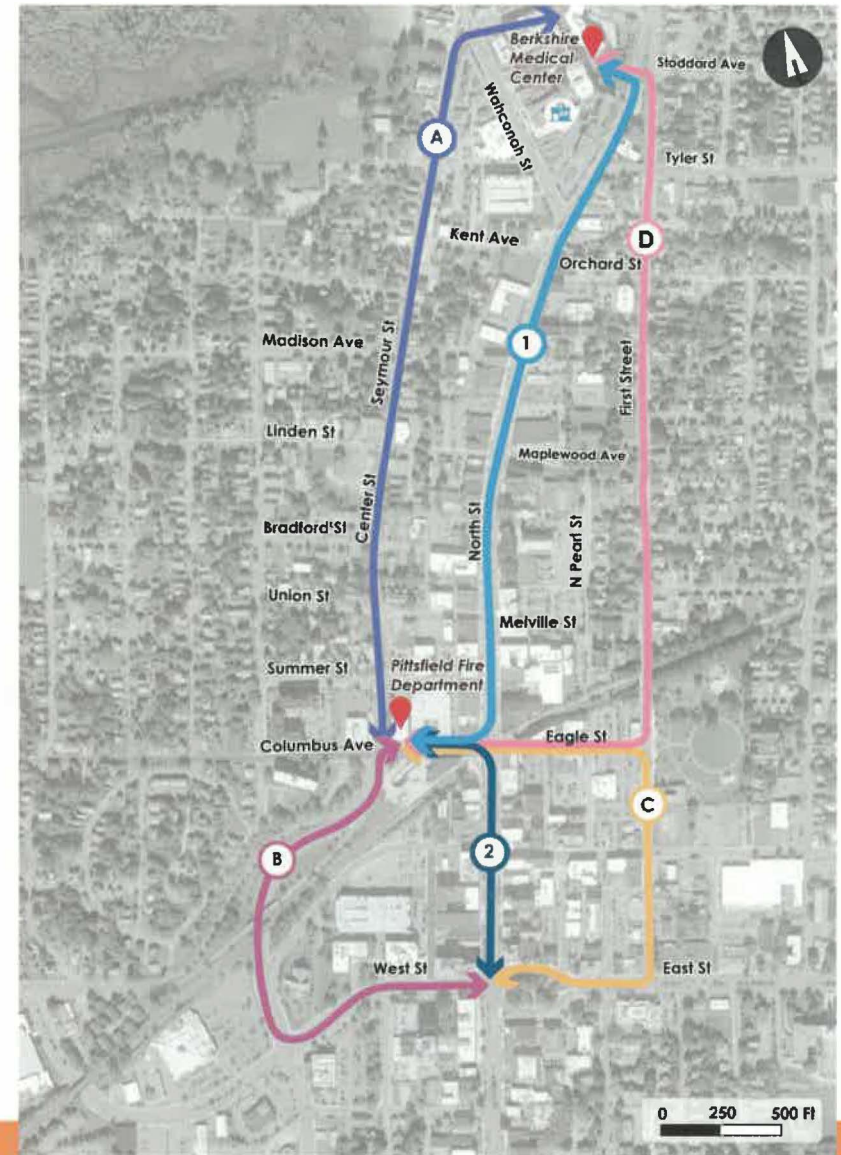
Routes for Emergency Vehicles

Current Routes on North Street

- **Route 1 Fire Department to Medical Center** 
 - **Distance:** 0.80 miles
 - **Travel Time:** 4 minutes
- **Route 2 Fire Department to Park Square** 
 - **Distance:** 0.30 miles
 - **Travel Time:** 2 minutes

Potential Alternative Routes

- **Route A (Center St., Seymour St, and Madison Ave.)** 
 - **Distance:** 0.80 miles
 - **Travel Time:** 4 minutes
- **Route B (Center St. and West St)** 
 - **Distance:** 0.50 miles
 - **Travel Time:** 2 minutes
- **Route C (Eagle St, First St., and West St.)** 
 - **Distance:** 0.60 miles
 - **Travel Time:** 3 minutes
- **Route D (Eagle St, First St, and Maplewood Ave.)** 
 - **Distance:** 0.9 miles
 - **Travel Time:** 5 minutes





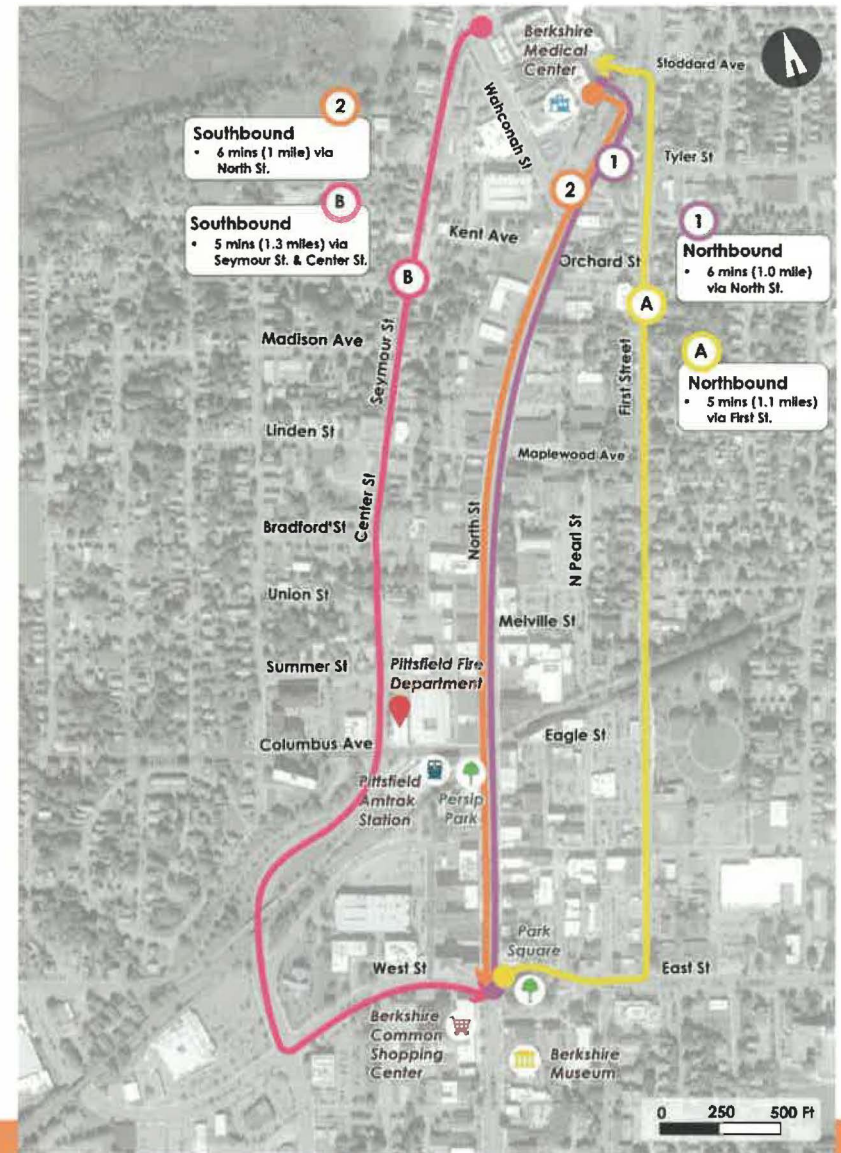
Detour Routes for Through Traffic – Avoid North Street in Downtown

Current Routes on North Street


- **Route 1 Northbound** 
(Park Square to Berkshire Medical Center)
 - **Distance:** 1.0 miles
 - **Travel Time:** 6 minutes
- **Route 2 Southbound** 
(Berkshire Medical Center to Park Square)
 - **Distance:** 1.0 miles
 - **Travel Time:** 6 minutes

Detour Routes

- **Northbound Route (A)** 
(via First St.)
 - **Distance:** 1.1 miles
 - **Travel Time:** 5 minutes
- **Southbound Route (B)** 
(via Seymour St & Center St.)
 - **Distance:** 1.3 miles
 - **Travel Time:** 5 minutes



Key Takeaways

- Angle parking requires more width than parallel parking and will reduce the bike lane width (assuming curbs stay as existing).
 - 30-degree front-in or back-in angle parking will result in a striped bike lane without buffer that is sandwiched between angle parking and travel lane (assuming curbs stay as existing).
 - 45-degree angle parking requires more width than 30-degree angle parking and will leave no space for bike lanes (assuming curbs stay as existing).
 - 27 additional parking spaces can be added to current 137 parallel parking spaces with 30-degree angle parking.
 - 95 additional parking spaces can be added to current 137 parallel parking spaces with 45-degree angle parking.
 - North Street can be redesigned to move curbs, increase pedestrian space and add protected bike lanes.
 - Even if curbs are moved to add sidewalk-level bike lanes, pedestrian space will be narrowed and **there may not be space for sidewalk cafes, outdoor dining, and street trees if angle parking is added.**
 - Curbs can be moved, and sidewalks can be widened to **add space for sidewalk cafes, outdoor dining, wider walkways, raised bike lanes, and street trees, if curbside parallel parking is maintained.**
- 

Prepared For:



Prepared By:



One Washington Mall,
Suite 1101,
Boston, MA 02108
Phone. 617.377.4000



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

Peter M. Marchetti
Mayor

April 16, 2024

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

Dear Councilors,

Submitted herewith for your approval is the draft of a five-year agreement between the City of Pittsfield and Casella Waste Management, Inc. for the provision of Municipal Solid Waste (MSW) and Recyclables Collection services. I recommend this be referred to the Committee of the Whole. We will have three public town halls regarding this agreement. One will be held at the Ralph J. Froio Senior Center and the other two at locations to be determined.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



CITY OF PITTSFIELD

DEPARTMENT OF PUBLIC SERVICES & UTILITIES, 100 NORTH ST, PITTSFIELD, MA 01201 413-499-9330

April 23, 2024

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Submitted herewith for your approval is the draft agreement between the City of Pittsfield and Casella Waste Management, Inc., for the provision of Municipal Solid Waste (MSW) and Recyclables Collection services. This agreement is important in our efforts to modernize our waste collection services, enhancing sustainability efforts, and promoting a cleaner and greener Pittsfield. This letter outlines the key changes proposed in this agreement, the shift towards automated collection services, and the anticipated benefits to our community.

Introduction of Automated Collection Services

The proposed agreement introduces a transition from manual to automated waste and recyclables collection. This collection method is being requested by Casella and other MSW companies and involves the use of specialized vehicles designed for fully automated curbside collection, compatible with the provided 48-gallon carts for waste and recyclables. The transition improves operational, reduces collection times, and minimize the risk of injury to collection personnel by reducing physical interaction.

The proposed agreement includes savings in our budget with \$80,000 less than our current allocation for waste management services and includes a commitment by Casella to make the capital investments necessary for the shift towards automated service, including the procurement and distribution of the standardized carts **at no additional cost to the city**, providing immediate fiscal benefits alongside the long-term savings expected from reduced waste processing fees. Importantly.

Benefits to Pittsfield

The shift towards automated collection services also has expected benefits to our community:

- **Enhanced Safety and Cleanliness:** Automated collection minimizes litter caused by overturned bins and reduces the likelihood of pests. The uniform use of durable, standardized carts improves the aesthetic of our streets on collection days and enhances public safety by reducing obstructions.
- **Increased Recycling Rates:** By providing each household with a 48-gallon cart for recyclables and implementing a "pay to throw" system for additional waste carts, we aim to incentivize recycling. We expect households will be more mindful of their waste generation, in turn serving as an encouragement to recycle more.
- **Financial and Environmental Sustainability:** The automated system, combined with the "pay to throw" model, is designed to reduce overall waste collection costs in the long term. By encouraging recycling and reducing the amount of waste, we can lower disposal fees which are currently at 44% lower cost per ton than waste.

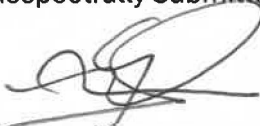
Pay to Throw Options

The agreement introduces a structured fee system for households requiring additional waste carts. A quarterly fee will be applied for extra trash carts, while an additional recycling cart will be provided upon request at no extra cost. This financial model aims to disincentivize excess waste generation and encourage households to recycle more.

Proposed Timeline

- **July 1, 2024:** Formal adoption of the agreement.
- **July to August 2024:** Educational campaign led by Casella. This initiative will include public informational forums, printed media, and online resources.
- **September 2024:** Systematic deployment of the 48-gallon carts for waste and recyclables begins, ensuring all households are equipped with the necessary bins ahead of the service changeover.
- **October 2024:** Systematic launch of automated collection services, coinciding with ongoing educational efforts to smooth the transition for all city residents. We anticipate the deployment to take place over 10 weeks, with aimed transitions to automated service by 1 daily collection route at a time.

Respectfully Submitted,



Ricardo Morales
Commissioner of Public Services & Utilities

Cc: Matt Kerwood, Finance Director

City of Pittsfield

M A S S A C H U S E T T S

IN CITY COUNCIL

AN ORDER

No. _____

Ordered: AUTHORIZING THE CITY OF PITTSFIELD TO ENTER INTO A FIVE-YEAR AGREEMENT WITH CASELLA WASTE MANAGEMENT, INC. FOR THE COLLECTION OF MUNICIPAL SOLID WASTE AND RECYCLABLES

That the City of Pittsfield, acting by and through its Mayor and City Council, hereby authorizes the Mayor to negotiate and enter into a Five-Year Agreement with Casella Waste Management, Inc. for the collection of municipal solid waste and for the collection of recyclables within the City of Pittsfield substantially in the form of the AGREEMENT FOR MUNICIPAL SOLID WASTE and RECYCLABLES COLLECTION.

That the City of Pittsfield by and through its Mayor and City Council is further authorized to execute all documents necessary to implement this order

AGREEMENT FOR MUNICIPAL SOLID WASTE and RECYCLABLES COLLECTION

THIS AGREEMENT (the "Agreement") is made this ___ day of _____, 2024, by and between the City of Pittsfield, Massachusetts, a municipal corporation existing under the laws of the Commonwealth of Massachusetts (hereinafter "City"), and Casella Waste Management, Inc., a Vermont business corporation duly authorized to conduct business in the Commonwealth of Massachusetts (hereinafter "Contractor").

WITNESSETH:

WHEREAS, City wishes to engage the Contractor to provide Waste Materials and Recyclables curbside collection service and the Contractor wishes to provide Waste Materials and Recyclables curbside collection service, and to transition from manual to automated collection;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, City and the Contractor agree as follows:

1. Definitions:

- a. City- shall mean the City of Pittsfield, a City situated in the Commonwealth of Massachusetts and shall include all publicly maintained streets and ways, and all buildings and improvements within City's boundaries.
- b. Recyclables - shall mean all that portion of Waste Materials (defined below) that consists of materials that may be processed as recyclables according to the end Processing Facility.
- c. Collection Day Route - shall mean the scheduled Waste Materials (defined below) and Recyclables collection patterned for particular calendar days, provided said schedule has been pre-determined by the Contractor and approved by the City. Collection routes will be specific and routine and collection shall occur on the same day each week for the same route. Contractor reserves the right to make minor modifications to the collection routes, to increase efficiency, or to improve the level of service. Modifications will not affect the overall scope of the work or add to the collection costs.
- d. Disposal or Processing Facility - shall mean the facility designated by the City and duly permitted to receive Waste Materials for disposal or Recyclables for processing, which shall be located within twenty-five (25) miles of the City's administrative offices.
- e. Normal Collection Day(s) – shall mean Monday, Tuesday, Wednesday, Thursday, and Friday except for Holidays as later defined herein, recognized and observed by selected Contractor.
- f. Storm Day - shall mean any Normal Collection Day that is cancelled due to weather by Contractor. In the event of a Storm Day, all remaining collection days for that week will be pushed forward by one day.
- g. Waste Materials shall mean Waste Materials as defined on Schedule A - Services.

2. For the duration of the Term, Contractor shall provide curbside collection of Waste Materials and Recyclables from approximately seventeen thousand, nine hundred (17,900) Residential Units, comprised of single, owner occupied multi-family with four or fewer units, , once per week, and municipal owned sidewalk and pole mounted receptacles three times per week, increasing to three times per week in the Summer months (one of which shall be Friday) on Normal Collection Days in accordance with the Collection Day Route, and shall deliver the same to the Disposal or Processing Facility and as more particularly set forth on Schedule A – Services (the "Services"). All fees payable to the Disposal or Processing facility, and any replacement thereof, shall be paid directly by City.

3. Waste Materials and Recyclables, shall be placed in carts as provided in section 5 of this Agreement, and at the

curb for collection, no later than 7:00 A.M., prevailing time, on the day of collection, and the Contractor shall not commence collections until that time. Collections shall end no later than 7:00 P.M., prevailing time.

4. Contractor shall receive title to all Waste Materials and Recyclables upon collection, however, in no event shall Contractor take title to Excluded Waste. Notwithstanding the foregoing, to the extent Excluded Waste is collected by Contractor, City shall reimburse Contractor for any additional costs or expenses associated with handling, disposal, and/or processing.

5. The Contractor shall supply each household with one (1) 48-gallon cart for Waste Materials and one (1) 48-gallon cart for Recyclables, as well as the necessary labor and equipment necessary to complete the Services as provided in this Agreement. Residents may request additional carts, which shall be provided by Contractor for an additional annual fee, which shall be invoiced and collected by the City. In the event that the number of carts necessary to provide Services exceeds 40,000 and/or requires the addition of a collection route, Contractor shall be entitled to an equitable price adjustment.

6. Vehicles used for Services shall transition from manual collection vehicles to vehicles designed and manufactured, for fully automated curbside collection, and as the Contractor determines to be appropriate for use in providing Services to all Residential Units and locations serviced pursuant to this Agreement, and which shall be compatible with carts that are being used as provided in section 5.

7. Contractor personnel shall be duly qualified and trained in the performance all Services, and shall do so in a good and workmanlike manner. City may request removal of personnel from performance of Services hereunder for failure to meet this standard of performance.

8. Contractor shall deploy a mobile app option to participating City residents/households, and will provide a media resource to aid in explaining automated collection for the City to deploy and share with residents/households. Contractor will also provide an informational guide/calendar, along with FAQ/Recyclables lists in a brochure upon delivery of carts, an example of which is included as Schedule A-1.

9. The Contractor shall comply with all State and Federal Laws and Regulations and City Ordinances, including, but not limited to, OSHA safety regulations, relating to the collection and transporting of recyclables, and Contractor shall require subcontractors to abide accordingly. Any violation of law, either by the Contractor or its subcontractors, shall be the sole responsibility of the Contractor.

10. When a Holiday falls on a weekday all collection days will be delayed by one day in light of the Holiday and will be noticed by Contractor, in advance.

11. All customer service calls will be directed to the Contractor's Customer Service department. The Contractor shall address missed stops on the same day, unless it is too late in the day or it is clear that the resident missed the curbside pick-up time. Otherwise, missed collections shall be addressed as set forth on Schedule A.

12. Contractor shall provide and deliver Waste Materials and Recyclables carts to residences prior to the start of this agreement unless otherwise agreed.

13. The initial Agreement term ("Term") shall be a period of 5 years, running from July 1, 2024 through June 30, 2029. Each one-year period of time within the Term shall be a "Term Year". The parties may mutually agree to renew the Term for one (1) additional 5- year period.

14. Fees. For each Term Year, City shall pay the Contractor, the Fee for Contractor's full performance of all obligations under this Agreement, including but not limited to provision of the Services.

Term Year One: \$2,404,749

Recyclables Collection Fee:
\$793,567.17

Waste Materials Collection Fee:
\$1,611,183.83

Extra Cart Fee:
(includes delivery)
Extra totter \$64.49
Tip fee: \$3.00 per tip

City shall make payment of the Fee as follows: 1/12 of the Fee plus extra cart fees shall be due and owing on the last day of each month in which the Contractor provides Services in accordance with this Agreement.

Annual Fee Increase: On the anniversary of the first year of the Term, all Fees will be increased by 4%. Thereafter, all Fees will be increased annually on the anniversary of each year of the Term by a percentage equal to the greater of (a) 5.0% or (b) the year-over-year percentage change in the Consumer Price Index for Garbage and Trash Collection. Consumer Price Index increases for Garbage and Trash Collection will be based on the Bureau of Labor Statistics as reported for the most recent month prior to the date of pricing increase/reset using the unadjusted percentage change for the most recent month as compared to the same month for the prior year. Reference is made to <https://www.bls.gov/news.release/cpi.t02.htm>

Fuel Adjustor: Contractor may assess a fee (the "Fuel Adjustor") on a monthly basis to cover increases in Contractor's costs caused by increases in the cost of diesel fuel over a floor price of **\$4.50 per gallon** (the "Floor Price") based on the listed average price for diesel fuel for the month of service, as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1B (the "Index") or a successor index. Each month Contractor will assess a Fuel Adjustor whenever the average monthly Index fuel price listed for the month of service (the "Service Month Index Price") exceeds the Floor Price. The Service Month Index Price can be located on the internet at the following web site: <http://www.eia.gov/petroleum/gasdiesel/> and is listed in the spreadsheet link titled "full history".

The Fuel Adjustor will be made according to the following formula:

$(\text{Service Month Index Price} - \text{Floor Price}) / \text{Floor Price} \times (\text{Fuel Allocation in Pricing}) \times (\text{Monthly Fee}) = \text{Fuel Adjustor}$.

Example calculation, assuming a Floor Price of \$4.50 per gallon, a Service Month Index of \$5.50 per gallon, a Fuel Allocation of 9.8 percent, and a Year 1 monthly fee of \$192,365.33:

$$((\$5.50 - \$4.50) / \$4.50) * 9.8\% * \$192,365.33 = \$4,189.28 / \text{Month}$$

Pass Through Charges: Fees may be further adjusted upon thirty (30) days' notice to cover increases in disposal and processing or due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges, or due to an increase in the number of carts or residences served, or stops made.

15. Insurance. Contractor shall secure and maintain in force insurance coverage sufficient to insure claims for damages because of bodily injury, including death, and claims for damages, other than to the work itself, to property which may arise out of or result from the Contractor's operation under this agreement, whether such operations be by himself or by any or anyone directly or indirectly employed by any of them. The insurance shall name the City of Pittsfield as an additional insured and shall be written for not less than \$500,000 each person, \$1,000,000 each occurrence for bodily injury, and \$500,000 each occurrence, \$1,000,000 aggregate for property damage, or such amount as required by law, whichever is greater, and shall include contractual liability applicable to the Contractor's obligations. Coverage must include the following: Premises/ Operations, Independent Contractors, Contractual Liability Assumed Under this Contract, Products/ completed operations, Broad Form Property Coverage, and Personal Injury.

Workmen's Compensation Insurance. Workmen's Compensation Insurance must be provided at the Contractor's expense in accordance with the provisions of M.G.L. Chapter 149, § 34A. The Contractor shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. Chapter 152, § 25C, as amended, to all persons to be employed under the Contract, and the Contractor shall continue such insurance in full force and effect during the term of this Contract. Proof of compliance with the aforesaid stipulations shall be furnished to the City's Purchasing Agent when requested and by submitting

two copies of a properly endorsed insurance certificate issued by a company authorized to write Workmen's Compensation Insurance policies in the Commonwealth of Massachusetts. Any cancellation of such insurance whether by the insurer or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and the Purchasing Agent at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.

Vehicle Liability Insurance. The Contractor shall take out and maintain at his own expense during the life of this Contract vehicle liability insurance. The insurance shall name the City of Pittsfield as an additional insured and shall be written for not less than \$500,000 each person, \$1,000,000 each occurrence for bodily injury, and \$500,000 each occurrence, \$1,000,000 aggregate for property damage, or such amount as required by law, whichever is greater, and shall include contractual liability applicable to the Contractor's obligations. Coverage must include the following: Owned Vehicles, Leased Vehicles, Hired Vehicles, and Non-Owned Vehicles.

Certificates of Insurance. The Contractor shall deposit with the City Certificates of Insurance for the coverage required in form and substance satisfactory to the City, and shall deliver to the City new certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the City prior to cancellation of coverage. Compliance by the Contractor with the insurance requirement, however, shall not relieve the Contractor from liability under the indemnity provisions.

The Contractor will carry out the obligations of this Agreement in full compliance with all the requirements imposed by or pursuant to M.G.L. c. 151, §1, et. seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commission or the Department of Labor and Industries, under the provisions of M.G.L. c. 149, §§ 26-270 (Prevailing Wage), to the extent same applies to this Agreement. In the event of a payroll dispute and upon request by the City, the Contractor will provide the City with the relevant certified payrolls.

16. Incorporated herein by reference and made a part hereof are the attached Schedule B- Standard Terms and Conditions.

17. Any notice, payment, demand or communication required or permitted to be delivered or given by the provisions of this Agreement shall be deemed to have been effectively delivered or given and received on the date personally delivered to the respective party to whom it is directed, or when deposited by registered or certified mail, with postage and charges prepaid and addressed to the parties at the addresses set forth below:

Casella Waste Management, Inc.:
Attention: Shelley Sayward, SVP & General Counsel
Casella Waste Systems, Inc.
25 Greens Hill Lane
Rutland, Vermont 05701
(802)770-2215
Shelley.sayward@casella.com

City of Pittsfield:
City of Pittsfield
70 Allen Street
Pittsfield, Massachusetts 01201

-----signatures follow-----

CASELLA WASTE MANAGEMENT, INC.:

By:

Title:

Date:

CITY OF PITTSFIELD:

By:

Title:

Date:

DRAFT

Schedule A – Services

1. **Services.** City hereby grants to Contractor the exclusive right to provide Services, except in the case of a breach of the Agreement by the Contractor. Collections shall be made for both Recyclables and Waste Materials on the same Normal Collection Day, and the Normal Collection Day in each district shall not be subject to rotation, except as may be temporarily required due to Holidays or emergency conditions.
2. **Waste Materials.** Waste Materials shall consist of household Solid Waste generated by residents, businesses, institutions and municipalities and shall not include construction and demolition debris, sludge, items of Excluded Waste or other materials requiring special handling or disposal (“Special Waste”), Hazardous Waste, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biosolids, biohazardous, toxic or listed or characteristic hazardous waste as defined by applicable law or any otherwise regulated waste, or items banned from disposal within the Commonwealth of Massachusetts (“Waste Ban Items”) (“Excluded Waste”). Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency or pursuant to RCRA, and including future amendments thereto, and any other applicable law.
3. **Recyclables -** The following items are classified as Recyclables:
 - Glass- Clean unbroken glass containers, bottles/jars.
 - Cans - Clean aluminum, tin/steel containers.
 - Paper - Clean, dry, unsoiled newspaper and magazines.
 - Cardboard
 - Plastic - PETE & HDPE containers (milk jugs & soft drink containers)Massachusetts recyclable materials. Reference is made to:
<https://recyclesmartma.org/wp-content/uploads/2020/09/Recycle-Smart-Infographic-1-1.pdf>
4. **Process and Disposal Facility(s):** Waste Materials shall be delivered for disposal to the Pittsfield, Massachusetts Transfer Station at 500 Hubbard Avenue, and Recyclables to the Mass DEP Springfield MRF at 84 Birnie Avenue. In the performance of its obligations under this Agreement, the Contractor shall be required to comply with all rules and regulations as may be established from time to time by either facility, which have been provided to Contractor in advance. Processing and Disposal Facility shall invoice the City directly.
5. **Backdoor Collection.** The Contractor shall provide "backdoor" Waste Material and Recyclables collection for residents who have physical impairments due to age or disability to accommodate collection and return of their carts at the door of the residential unit, instead of requiring them to take their carts to curbside for pickup. Residential Units to receive backdoor collection shall be as decided from time-to-time by the City.
6. **Household Hazardous Waste Disposal Day.** Each Term Year, Contractor shall contribute \$5,500 towards a Household Hazardous Waste Disposal Day' organized by the City.
7. **Educational Contribution.** Each Term Year, the Contractor shall provide two \$750 contributions towards educational scholarships for qualified individuals pursuing an environmental or business career.
8. **Holidays shall include:** New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
9. **Complaints.** In the event that a regular scheduled collection is missed and a complaint is registered with the Contractor or the City, the Contractor shall be required to make a special collection of the waste within

twenty-four (24) hours of notification at no additional cost to the City, including Saturdays. The City shall promptly notify the Contractor of complaints received by the City. The Contractor shall receive and respond promptly to all complaints regarding services provided under this Agreement. Should a complaint be unresolved for longer than five (5) days, the City shall have the right to affect a resolution to the satisfaction of the City at no additional cost to the City.

10. **Excluded Waste.** If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire cart. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of. If any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws, subject to reimbursement of costs as provided in the Agreement.
11. **Containers, Carts, and Equipment.** All carts, containers, any other equipment that Contractor furnishes under this Agreement shall remain Contractor's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). City and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. City shall fully reimburse Contractor for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation or possession of the equipment by the City, or the City's residents, employees, agents, suppliers, or guests.
12. **Weight Records.** The Contractor shall maintain and make available for inspection by the City weight tickets and records of all tonnage collected and shall also maintain and make available the current list of the Residential Units receiving "backdoor" service. Contractor shall provide City with an annual report of materials collected each year, to be delivered to the City by January 31.
13. **Invoicing.** The Contractor shall deliver an invoice for payment for the preceding month's service to the City not later than the fifteenth (15th) day of each calendar month. Such payment shall be presented in a form acceptable to the City and shall be the rate as set forth in this Agreement.

Schedule B- Standard Terms & Conditions

Governing Law. This Agreement and any issues arising hereunder or relating hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts except for conflict of law provisions that would apply the substantive law of another state.

Venue. The parties consent to the jurisdiction of the state and federal courts having jurisdiction over City, Massachusetts.

Limitation of Liability. Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement. Notwithstanding the foregoing, in no event shall direct damages of either party be precluded by virtue of this Limitation of Liability.

Disclaimer of Joint Venture, Partnership, and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other party.

Force Majeure.

a. "Force Majeure" means shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) a signification change in economic conditions; (v) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (vi) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law after the Effective Date of this Agreement, preventing performance of or compliance with the obligations hereunder.

b. Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.

c. In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this Agreement.

Representations and Warranties of Authority. Each party represents and warrants to the other that:

- a. it is duly qualified to do business and is in good standing in every jurisdiction in which this Agreement requires its performance;
- b. it has full power and authority to execute, deliver and perform its obligations under this Agreement;

c. it has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes;

d. it has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Employment Security System;

e. it provides worker's compensation insurance and all other insurance benefits required by Massachusetts Law;

f. it is not presently debarred or suspended from providing goods or services to the City or Commonwealth;

g. it has paid all real estate and municipal taxes due to the City

h. the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action by such party; and

i. the execution and delivery of this Agreement by such party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either party is bound.

These warranties shall survive the expiration or termination of this Agreement.

Termination. This Agreement may be terminated:

a. by the City for lack of appropriation; or

b. by both parties upon mutual written agreement; or

c. immediately upon notice by either party, in the event that any of the representations and warranties contained in this Agreement are shown to be untrue; or

d. by either party in the event of a failure by the other party to perform a material obligation as follows (a "Default"): if the Default has not been cured by the defaulting party within thirty (30) days from receipt of notice from the non-defaulting party, the non-defaulting party may (i) terminate this Agreement immediately, or (ii) agree in writing that the defaulting party is diligently pursuing a cure, and extend the cure period at its sole discretion, subject to immediate termination upon notice.

Entire Agreement. It is understood and agreed that all understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement and contains all of the terms agreed upon between the parties with respect to the subject matter of this Agreement, and that this Agreement is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other.

Amendment. This Agreement may not be amended, modified or supplemented, except in writing and signed by the parties.

Non-Waiver. No waiver by any party to this Agreement of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Severability; Modification Required By Law. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions thereof or hereof or the whole of this Agreement, but such term or provision shall be deemed modified to

the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

Headings. The headings of sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

Assignment. This Agreement and all of the provisions thereof and hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by any party, including by operation of law, without the prior written consent of the other party. Notwithstanding the preceding sentence, however, this Agreement may be freely assigned by Pine Tree Waste, Inc., without consent, to any entity controlling, controlled by or under common control with Pine Tree Waste, Inc.

Construction. This Agreement and its exhibits and schedules are the result of negotiations between the parties and have been reviewed by all parties. Accordingly, this Agreement will be deemed to be the product of the parties thereto and no ambiguity will be construed in favor of or against any party.

No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

Further Acts. Each party agrees to perform any further acts and to execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

Disputes. If a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation, or if that fails, through non-binding mediation under the rules of the American Arbitration Association, before having recourse to the courts. However, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitations.

Indemnification. Each party (in this case, each an "Indemnifying Party") shall, to the fullest extent allowed by law, indemnify and hold harmless the other party and any director, officer, or affiliate (each, an "Indemnified Party") from and against any and all claims, actions, suits, judgments, proceedings, liabilities, obligations, losses, and damages, amounts paid in settlement, interest, costs and expenses (including reasonable attorney's fees, penalties (civil, criminal or administrative), court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) relating to or arising from personal injury, bodily harm or death, property damage or damage to the environment ("Losses") incurred or suffered by an Indemnified Party or any third party arising by reason of, or resulting from (i) the material breach or inaccuracy of any representation or warranty of the Indemnifying Party; (ii) the material breach by Indemnifying Party of any of its covenants or agreements contained in this Agreement, or (iii) the gross negligence or willful misconduct of the Indemnifying Party or any of its agents, employees or subcontractors.

The indemnification obligations of each party under this Section shall inure to the benefit of the directors, officers, affiliates, and employees of such party.



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

Peter M. Marchetti
Mayor

April 16, 2024

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 a draft ordinance to implement adjustments to the City's water and sewer rates on an annual basis.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



CITY OF PITTSFIELD

DEPARTMENT OF PUBLIC SERVICES & UTILITIES, 100 NORTH ST, PITTSFIELD, MA 01201 413-499-9330

April 23, 2024

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Submitted herewith is a draft ordinance aimed at adjusting our water and sewer rates on an annual basis. This is important for aligning our rates with the actual cost of providing these services, taking into account operational expenses, capital needs, contractual obligations and market goods and services variability.

This ordinance proposes a Rate Adjustment Formula based on the Consumer Price Index Factor (CPIF) and the Operational Stability Factor (OSF). This method aims to fairly adjust rates, ensuring our infrastructure can meet the city's needs while considering the impact on our residents.

The Formula:

Rate % Change = CPIF + OSF

CPIF = Consumer Price Index Factor. Reflects the annual change in costs associated with water and sewer services, based on the Consumer Price Index. It's a way to adjust for inflation or deflation, ensuring that pricing remains aligned with the costs of providing these services. It is calculated by comparing the Year over year change in February, of the CPI Index for Water and Sewer.

OSF = Operational Stability Factor. This factor aims at ensuring enough funding for future capital upgrades, maintenance, and unexpected challenges. The OSF considers the need to invest in infrastructure improvements, technology updates, and other capital projects that keep the utility systems running efficiently. We are proposing a cap of 10% on the OSF as a guardrail to prevent significant rate hikes in any year. This ensures any adjustments are necessary and manageable.

The importance of this ordinance lies in its ability to provide predictability and stability in water and sewer rates for our residents and businesses. Predictable rates help households and companies plan their finances better, reducing the stress of unexpected increases. They also ensure our utility services can sustainably manage resources, addressing current and future needs without placing undue burden on our community.

This ordinance as key to the sustainable management of our water and sewer enterprises. It reflects our commitment to transparency, fairness, and responsiveness to the needs of our residents. I look forward to discussing this further and addressing any questions you may have.

Respectfully Submitted,

Ricardo Morales
Commissioner of Public Services & Utilities

Cc: Matt Kerwood, Finance Director

Draft Ordinance change of Section 19-44

Existing:

Charges for sewer service shall be established from time to time by the Commissioner and adopted by the City Council. Such rates shall be computed based upon the total amount budgeted for sewer works operation and administration plus equipment replacement, capital improvements, depreciation, and projections of water use and wastewater discharge by system users and other such factors as shall be necessary to establish such rates. Said rates shall be reviewed biennially to ensure they adequately recover the above costs and are in conformance with the established user charge requirements.

Proposed:

Rates for sewer service shall be established by the Commissioner. Such rates shall be adjusted by the Consumer Price Index for All Urban Consumers for Water and Sewer for the month of February, as published by the Bureau of Labor Statistics or its successor agency, plus an Operational Sustainability Factor (OSF). If necessary, the OSF shall be calculated and established by the Commissioner of Public Services & Utilities, or their designee, with approval by the City Council, considering the need to invest in infrastructure improvements, technology updates, and other capital projects. Notwithstanding the calculated OSF, it shall not exceed 10%.

Attached Current Water and Sewer Rates Document

Draft Ordinance change of Section 22-26

Existing:

Rates for water shall be established from time to time by the commissioner of public utilities, and adopted by the city council. Such rates shall be computed based upon the total amount budgeted for the water division and other such factors as shall be necessary to establish such rates.

Proposed:

Rates for water service shall be established by the Commissioner. Such rates shall be adjusted by the Consumer Price Index for All Urban Consumers for Water and Sewer for the month of February, as published by the Bureau of Labor Statistics or its successor agency, plus an Operational Sustainability Factor (OSF). If necessary, the OSF shall be calculated and established by the Commissioner of Public Services & Utilities, or their designee, with approval by the City Council, considering the need to invest in infrastructure improvements, technology updates, and other capital projects. Notwithstanding the calculated OSF, it shall not exceed 10%.

Attached Current Water and Sewer Rates Document



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

Peter M. Marchetti
Mayor

April 16, 2024

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

Dear Councilors,

Submitted herewith for your consideration are two orders required for the establishment of water and sewer rates for Fiscal Year 2025.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



CITY OF PITTSFIELD

DEPARTMENT OF PUBLIC SERVICES & UTILITIES, 100 NORTH ST, PITTSFIELD, MA 01201 413-499-9330

April 23, 2024

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Submitted herewith are orders required for the establishment of water and sewer rates for Fiscal Year 2025. The rate changes proposed support the budget for the Water and Sewer Enterprise Funds and fund increases in salaries and expenses for Utilities system operations, debt service for capital projects, and the build-up of Retained Earnings.

Calculation of the Water and Sewer Rates for FY25
CPI = 5.00% (This is the same for both Water and Sewer)

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average, by expenditure category - 2024 M03 Results (bls.gov)

Expenditure category	Relative importance Jan. 2024	Unadjusted percent change Feb. 2023- Feb. 2024	Unadjusted percent change Jan. 2024- Feb. 2024	Seasonally adjusted percent change	Seasonally adjusted percent change	Seasonally adjusted percent change
				Nov. 2023- Dec. 2023	Dec. 2023- Jan. 2024	Jan. 2024- Feb. 2024
Water and sewerage maintenance	0.768	5.0	0.5	0.2	1.2	0.4

Water OSF = 3.00%

This supports an FY25 decrease of 4% in existing debt service and a 3% increase in new debt service.

It also supports the anticipated 125% increase in new debt service over 5 years between FY26 and FY30.

Water Rate % Increase = 5.00% + 3.00%

Water Rate % Increase = 8%

Sewer OSF = 3.00%

This supports an FY25 increase of 0.25% in existing debt service and an 8% increase in new debt service.

Sewer Rate % Increase = 5.00% + 3.00%

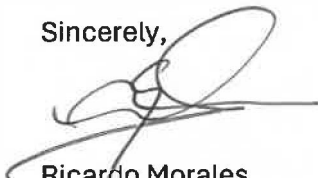
Sewer Rate % Increase = 8%

FY25 Proposed Rates

SERVICE	WATER		SEWER		TOTAL
	Existing	Proposed	Existing	Proposed	
Toilet, 1st, per year	\$298.52	\$322.44	\$378.80	409.12	\$731.56
Toilet, additional/living unit/year	\$149.32	161.28	\$189.48	204.64	\$365.92
Metered, per 100 cubic feet	\$2.16	2.33	\$4.50	4.86	\$7.19
Minimum Charge, per quarter	\$10.00		\$10.00		\$20.00
Swimming pool, per each, per year	\$100.00				\$100.00

The establishment of these recommended rates will support the continued stabilization of the enterprise accounts.

Sincerely,



Ricardo Morales
Commissioner of Public Services & Utilities

Cc: Matt Kerwood, Finance Director

City of Pittsfield

M A S S A C H U S E T T S

IN CITY COUNCIL

AN ORDER

ESTABLISHING WATER RATES

No. _____

Ordered:

SECTION 1: Pursuant to the Code of the City of Pittsfield, Chapter 22. Water, Article II, Rates, Section 22-26. Establishment of Rates, rates for water service are hereby established:

Rates for Unmetered Water Service:

Toilet, per living unit:	
First, per year.....	\$322.44
Additional, each, per year.....	\$161.28
Minimum charge, per quarter.....	\$ 10.00
Swimming Pool, per each, per year	\$100.00

Rates for Metered Water Service:

For each 100 cubic feet, or fraction thereof, of water used	\$ 2.33
Minimum charge, per quarter.....	\$10.00

Rate for Backflow Prevention Device Testing:

Per test.....	\$100.00
---------------	----------

The foregoing rates shall be subject to the following terms and conditions:

- (a) If any bill for unmetered water or metered water rates shall remain unpaid after the due date thereof, a sum equal to eight (8.0) percent of the bill shall be added thereto and paid by the person billed.
- (b) The rate charged for any unmetered fixture or device for which no special rate is established by this section shall be reasonable as may be determined by the Commissioner of Public Utilities of the City.

SECTION 2: That this order shall take effect upon adoption retroactively, for all billings made after January 1, 2024.

City of Pittsfield

M A S S A C H U S E T T S

No. _____

IN CITY COUNCIL

AN ORDER

ESTABLISHING SEWER RATES

Ordered:

SECTION 1: Pursuant to the Code of the City of Pittsfield, Chapter 19, Sewers and Drains, Article VIII, Sewer Service Charges, Section 19-44. Establishment of Rates, rates for sewer service are hereby established:

Rates for Unmetered Sewer Service

Toilet, per living unit:

First, per year.....	\$409.12
Additional, each, per year.....	\$204.64
Minimum charge, per quarter.....	\$ 10.00

Rates for Metered Sewer Service

For each 100 cubic feet, or fraction thereof, of water used	\$4.86
Minimum charge, per quarter.....	\$10.00

Rates for Non-Pittsfield House Contract Service

Per Living Unit, per year.....	\$409.12
--------------------------------	----------

The foregoing rates shall be subject to the following terms and conditions:

- (a) If any bill for unmetered or metered sewer rates shall remain unpaid after the due date thereof, a sum equal to eight (8.0) percent of the bill shall be added thereto and paid by the person billed.
- (b) The rate charged for any unmetered fixture of device or discharge for which no special rate is established by this section shall be reasonable as may be determined by the Commissioner of Public Utilities of the City.

SECTION 2: That this order shall take effect upon adoption retroactively, for all billings made after July 1, 2024.



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

Peter M. Marchetti
Mayor

April 16, 2024

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 authorization to submit the City's Community Development Block Grant (CDBG) Annual Action Plan for the 2024-2025 program year to the U.S. Department of Housing and Urban Development (HUD). As has been the past practice, the Chairman of the Council's Committee on Community and Economic Development has agreed to host the required public hearing at a scheduled Committee meeting.

The Department of Community Development has provided each of you with the Executive Summary of the draft Annual Action Plan which contains the details regarding the proposed 2023-2024 budget for the CDBG program. Please contact the Department of Community Development if you would like a copy of the entire draft Annual Action Plan. The entire draft Annual Action Plan will also be available on the City's website ahead of the City Council meeting on April 23rd, 2024. There is a thirty-day public comment period that will commence on April 23rd, 2024. There will also be a public hearing on the plan before the Community and Economic Development City Council Subcommittee on May 21st, 2024.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



CITY OF PITTSFIELD

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

April 15, 2024

The Honorable Peter M. Marchetti
City Hall, 70 Allen Street
Pittsfield, MA 01201

Dear Mayor Marchetti:

Enclosed for transmittal to the City Council is an Order authorizing the Mayor to submit the Community Development Block Grant (CDBG) City fiscal year 2025 HUD Program Year 2024 Annual Action Plan to the U.S. Department of Housing & Urban Development (HUD). The 2024 Annual Action Plan contains the proposed fiscal year 2025 CDBG budget and specifically describes the activities on which these funds will be spent during the year beginning July 1, 2024 through June 30, 2025.

The HUD regulatory process for reviewing and approving the draft plan includes a 30-day public comment period and a public hearing. Therefore, I request that the draft Annual Action Plan be submitted to the City Council for referral to its Community and Economic Development Committee for the required public hearing. The Annual Action Plan will then be referred back to the City Council for their final review prior to being submitted to HUD.

Sincerely,


Justine A. Dodds
Director

City of Pittsfield

M A S S A C H U S E T T S

IN CITY COUNCIL

A N O R D E R

No. _____

AUTHORIZING THE MAYOR TO SUBMIT THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN FOR THE 2024-2025 PROGRAM YEAR

Ordered:

1. That the Mayor is hereby authorized to submit the Community Development Block Grant FY 2025 PY 2024 Annual Action Plan for the 2024-2025 calendar year to the U.S. Department of Housing & Urban Development (HUD), and assurances contained therein; and
2. That the Mayor is directed and authorized to act in connection with the submission of the Annual Action Plan and to provide such additional information as may be required; and
3. That in accordance with the requirements of Massachusetts General Laws, Chapter 44, Section 53A, the Director of the Department of Community Development is hereby authorized to accept said grant including payments of Program Income, if any, and shall deposit any amounts received with the City Treasurer who shall hold said amounts in separate accounts; and
4. That said grant and payments of Program Income may be expended without further appropriation, as provided for in M.G.L. Ch. 44.53A.



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

Peter M. Marchetti
Mayor

April 16, 2024

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

Dear Councilors:

Attorney Pagnotta and I request to discuss strategy with respect to cannabis litigation at the April 23, 2024 City Council meeting. Discussing this matter in an open meeting may have a detrimental effect on the litigating position of the city. Therefore, I request that the City Council meet in executive session for this matter.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw



PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

By the City Council of Pittsfield, Massachusetts:

NSTAR ELECTRIC COMPANY DBA EVERSOURCE AND VERIZON NEW ENGLAND, INC.

requests permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way:

Location – Vivian Avenue & Louise Street, Pittsfield.

P694/5 on the corner of Vivian Ave and Louise St is being held up by a guy wire secured in a rotted tree stump.

The tree stump is on the side of house #51 on Vivian Ave. Eversource would like to remove the tree guy and install a jointly owned push brace pole to support the overhead wires.

Request – To remove tree guy and install push brace pole.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the field plan herewith and made a part hereof marked – **16424083**.

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 each of said petitioners 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.

EVERSOURCE

By Joanne Fox
District Representative

VERIZON NEW ENGLAND, INC.

By Albert E. Bessette
Manager Right-of-Way

Dated this 1st Day of March, 2024

CITY COPY

EVERSOURCE ENERGY

CITY: PITTSFIELD

STREET: VIVIAN AVE & LOUISE ST



PURPOSE AND DESCRIPTION:

P694/5 on the corner of Vivian Ave and Louise St is being held up by a guy wire secured in a rotted tree stump. The tree stump is on the side of house #51 on Vivian Ave. Eversource would like to remove the tree guy and install a 40' push brace pole to support the overhead wires.

APPROVED
CITY OF PITTSFIELD

APR 02 2024
[Signature]
INSPECTOR OF WIRES

LEGEND

- PROPOSED JOINT POLE
- PROPOSED W.M.E.CO POLE
- ⊗ EXISTING JOINT POLE
- EXISTING W.M.E.CO POLE
- ⊗ EXISTING FOREIGN POLE TO BE MADE JOINT
- ⊗ EXISTING W.M.E.CO POLE TO BE MADE JOINT

- ⬢ HEXHOLE
- ⊕ HANDHOLE
- MANHOLE
- PAD MONT TRANSFORMER
- ⋯ U.G. CONDUIT
- P— U.G. PRIMARY CABLE
- S— U.G. SECONDARY CABLE

DRAWN BY: MICHAEL ANTHONY

W.O.#: 16424083
W.R.#:

PETITION #:
N/A

DISTANCES ARE APPROXIMATE
NOT TO SCALE



CITY OF PITTSFIELD

OFFICE OF DIRECTOR OF FINANCE AND ADMINISTRATION, CITY HALL, 70 ALLEN STREET, ROOM 107, PITTSFIELD, MA 01201 413-499-9466

April 16, 2024

The Honorable Members of the City Council
70 Allen Street
Pittsfield, MA 01021

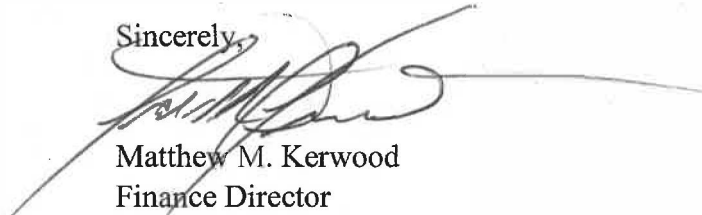
Dear Councilors:

This communication is in response to Councilor Warren's petition seeking a report on the City's "bond accounts".

Attached you will find a report that I am using for the purpose of tracking all the City's active capital projects which have been authorized by the City Council. These include borrowing authorizations as well as capital projects funded from other sources such as free cash and the public works stabilization account. It is important to note that each department identified as the "sponsor" of the project is responsible for the day-to-day project management and budgeting. I use this tool primarily when I prepare to issue bonds whether they are short or long term.

I would request that given the amount of information that is contained in this report that it be referred to the Council's Finance Sub-Committee so that it can be discussed in detail at the committee level. However, if any member has questions, please do not hesitate to contact me.

Sincerely,



Matthew M. Kerwood
Finance Director



City of Pittsfield

CITY OF PITTSFIELD
2024 APR -3 PM 1:00

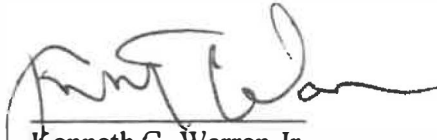
April 02 20 24

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Requests that the Director of Finance prepare a list of every "bond" account detailing its account number, the name of the project, the account balance, and the status of the project.

Respectfully submitted,



Kenneth G. Warren Jr.
Ward 1 City Councilor

PROJECT	DEPARTMENT	ORG	AUTHORIZED AMOUNT	ACTUAL EXPEND	ENCUMB	REMAINING AUTHORIZED FUNDS	FEDERAL GRANT	STATE GRANT	OTHER	BONDS	BANS	LIABILITY ACCOUNT	EXPENDED BUT NOT BORROWED	UNSPENT BOND PROCEEDS
FY23														
FY23 IT INFRASTRUCT UPGRADE	IT	30301	150,000	150,000.00	-	0.00	-	-	-	150,000.00	-	30 - 27301	-	-
FY23 PC REPLACEMENT	IT	30302	65,000	65,000.00	-	0.00	-	-	-	65,000.00	-	30 - 27302	-	-
FY23 CITYWIDE IT SECURITY UPGR	IT	30303	650,000	471,595.07	-	178,404.93	-	-	-	150,000.00	-	30 - 27303	321,595.07	-
FY23 STORMWATER MANAGEMEN	DPS	30304	1,000,000	-	-	1,000,000.00	-	-	-	-	-	30 - 27304	-	-
FY23 ADA IMPRV PLAYGROUNDS	DPS	30305	100,000	-	-	100,000.00	-	-	-	-	-	30 - 27305	-	-
FY23 1 TON UTILITY BODY TRUCK	DPS	30306	70,000	63,117.95	-	6,882.05	-	-	-	-	-	30 - 27306	63,117.95	-
FY23 5 TON HOOK LFT TRK	DPS	30307	280,000	280,000.00	-	0.00	-	-	-	-	-	30 - 27307	280,000.00	-
FY23 1 TON HOOK LFT TRK	DPS	30308	320,000	320,000.00	-	0.00	-	-	-	-	-	30 - 27308	320,000.00	-
FY23 BACKHOE	DPS	30309	150,000	150,000.00	-	0.00	-	-	150,000.00	-	-	30 - 27309	-	-
FY23 SKID STEER LOADER	DPS	30310	150,000	150,000.00	-	0.00	-	-	-	150,000.00	-	30 - 27310	-	-
FY23 1 TON PICKUP TRK (7)	DPS	30311	385,000	359,682.75	-	25,317.25	-	-	68,351.00	316,649.00	-	30 - 27311	-	25,317.25
FY23 MULTIPURPOSE TRACTOR	DPS	30312	80,000	80,000.00	-	0.00	-	-	80,000.00	-	-	30 - 27312	-	-
FY23 1 TON VAN	DPS	30313	92,000	92,000.00	-	0.00	-	-	92,000.00	-	-	30 - 27313	-	-
FY23 MINI PICKUP TRUCK	DPS	30314	30,000	30,000.00	-	0.00	-	-	30,000.00	-	-	30 - 27314	-	-
FY23 ARTICULATING TRACTOR	DPS	30315	150,000	150,000.00	-	0.00	-	-	-	150,000.00	-	30 - 27315	-	-
FY23 WAHCONAH PARK UPGRAD	MAINTENANCE	30316	2,000,000	295,960.63	-	1,704,039.37	-	-	-	-	1,000,000	30 - 27316	-	-
FY23 STRCTL RPRS CTY HALL	MAINTENANCE	30317	140,000	2,160.00	88,265.00	49,575.00	-	-	-	-	-	30 - 27317	2,160.00	-
FY23 FIRE HDQ FNDTN RPR	MAINTENANCE	30318	95,000	-	-	95,000.00	-	-	-	-	-	30 - 27318	-	-
FY23 THS TRACK UPGRADES	DCD	30319	405,000	19,694.22	5,621.78	379,684.00	-	-	-	-	202,500	30 - 27319	-	-
FY23 BIKE PATH PERM & ENG DS	DCD	30320	200,000	104,775.66	26,215.94	69,008.40	-	-	-	-	150,000	30 - 27320	-	-
FY23 INSPECTION CAR	FIRE	30321	38,000	38,000.00	-	0.00	-	-	38,000.00	-	-	30 - 27321	-	-
FY23 1 TON UTILITY BODY TRUCK	FIRE	30322	70,000	70,000.00	-	0.00	-	-	70,000.00	-	-	30 - 27322	-	-
FY23 POLICE COMM EQUIP RPL	POLICE	30323	200,000	198,520.83	-	1,479.17	-	-	200,000.00	-	-	30 - 27323	-	1,479.17
FY23 MDT REPLACEMENT	POLICE	30324	48,000	48,000.00	-	0.00	-	-	-	48,000.00	-	30 - 27324	-	-
FY23 SPEC PURP/SPPRT VEHICLI	POLICE	30325	200,000	194,583.97	-	5,416.03	-	-	200,000.00	-	-	30 - 27325	-	5,416.03
FY23 5 TON HK LFT TK SNOW FIC	DPS	30326	320,000	-	311,529.00	8,471.00	-	-	-	-	-	30 - 27326	-	-
FY23 TND DUMP TRK SAND SNOW	DPS	30329	380,000	-	366,289.82	13,710.18	-	-	-	-	-	30 - 27329	-	-
FY23 TND HK LOADER	DPS	30333	380,000	-	371,998.00	8,002.00	-	-	-	-	-	30 - 27333	-	-
FY23 CMP MULTI UTIL TRACTOR	DPS	30337	25,000	24,217.86	-	782.14	-	-	-	-	-	30 - 27337	24,217.86	-
FY23 BOILER REPLACEMENTS	MAINT/SCHOOL	30340	650,000	153,310.00	312,530.00	184,160.00	-	-	-	-	325,000	30 - 27340	-	-
FY23 SPRINKLER SYSTEM UPGR	MAINT/SCHOOL	30341	100,000	-	5,255.40	94,744.60	-	-	-	-	-	30 - 27341	-	-
FY23 ROOF REPAIRS	MAINT/SCHOOL	30342	1,500,000	1,428,300.39	64,250.00	7,449.61	-	-	-	1,500,000.00	-	30 - 27342	-	7,449.61
FY23 KING ST WAT LINE	SEWER	30347	400,000	44,000.00	4,000.00	352,000.00	-	-	-	-	-	30 - 27347	44,000.00	-
FY23 STREET IMPROVEMENTS	DPS	30353	7,500,000	4,159,752.19	3,085,158.81	255,089.00	-	-	7,500,000.00	-	-	-	-	255,089.00
FY23 IMPROVE WATER MAINS	WATER	30360	1,500,000	24,160.37	-	1,475,839.63	-	-	-	-	750,000	30 - 27360	-	-
FY23 1 TON HOOK LFT	WATER	30361	320,000	320,000.00	-	0.00	-	-	245,000.00	75,000.00	-	30 - 27361	-	-
FY23 TANDEM DUMP TRUCK REH	WATER	30362	110,000	66,112.79	-	43,887.21	-	-	66,113.00	-	-	30 - 27362	-	0.21
FY23 1 TON PICKUP TRUCK	WATER	30363	55,000	55,000.00	-	0.00	-	-	-	55,000.00	-	30 - 27363	-	-
FY23 8 WHEEL ATV	WATER	30364	55,000	55,000.00	-	0.00	-	-	14,700.00	40,300.00	-	30 - 27364	-	-
FY23 TANDEM HOOK LIFT	WATER	30365	220,000	208,891.50	-	11,108.50	-	-	-	-	-	30 - 27365	208,891.50	-
FY23 ALFRED DRIVE WTR MN RP	WATER	30366	745,000	524,134.83	-	220,865.17	-	-	-	-	-	30 - 27366	524,134.83	-
FY23 FORKLIFT	SEWER	30380	40,000	40,000.00	-	0.00	-	-	-	-	-	30 - 27380	40,000.00	-
FY23 WWTP SECURITY IMPRV	SEWER	30381	130,000	-	-	130,000.00	-	-	-	-	-	30 - 27381	-	-

PROJECT	DEPARTMENT	ORG	AUTHORIZED AMOUNT	ACTUAL EXPEND	ENCUMB	REMAINING AUTHORIZED FUNDS	FEDERAL GRANT	STATE GRANT	OTHER	BONDS	BANS	LIABILITY ACCOUNT	EXPENDED BUT NOT BORROWED	UNSPENT BOND PROCEEDS
FY23 RDC INFLOW/INFILT (I/I)	SEWER	30382	1,550,000	724,877.00	475,123.00	350,000.00	-	-	-	350,000.00	667,310	30 - 27382	-	-
FY23 1 TON HOOK LFT TRK	SEWER	30383	160,000	160,000.00	-	0.00	-	-	129,500.00	30,500.00	-	30 - 27383	-	-
FY23 1 TON PICKUP TRUCK	SEWER	30384	55,000	53,704.00	-	1,296.00	-	-	2,300.00	52,700.00	-	30 - 27384	-	1,296.00
FY23 SCISSOR LIFT	SEWER	30385	60,000	22,848.56	-	37,151.44	-	-	-	-	-	30 - 27385	22,848.56	-
FY23 SPRINGSIDE HOUSE	DCD	30386	500,000	-	-	500,000.00	-	-	500,000.00	-	-		-	500,000.00

PROJECT	DEPARTMENT	ORG	AUTHORIZED AMOUNT	ACTUAL EXPEND	ENCUMB	REMAINING AUTHORIZED FUNDS	FEDERAL GRANT	STATE GRANT	OTHER	BONDS	BANS	LIABILITY ACCOUNT	EXPENDED BUT NOT BORROWED	UNSPENT BOND PROCEEDS
FY22														
FY22 STREET IMPRV INCL STRTS	DPS	30201	2,500,000	2,193,074.20	300.00	306,625.80	-	-	-	2,500,000.00	-	30 - 27201	-	306,625.80
FY22 STORMWATER SYSTEM IMP	DPS	30203	500,000	141,758.05	-	358,241.95	-	-	-	500,000.00	-	30 - 27203	-	358,241.95
FY22 EAST ST CORRIDOR IMPRV	DPS	30205	300,000	228,069.00	68,211.00	3,720.00	-	-	300,000.00	-	-	30 - 27205	-	3,720.00
FY22 TANDEM DUMP TRK W/PLW	DPS	30206	257,784	257,784.00	-	0.00	-	-	-	257,784.00	-	30 - 27206	-	-
FY22 1 TON UTLTY TRK W/PLW (2	DPS	30207	110,000	110,000.00	-	0.00	-	-	110,000.00	-	-	30 - 27207	-	-
FY22 RUBBER TIRED EXCAVATOF	DPS	30208	200,000	200,000.00	-	0.00	-	-	-	200,000.00	-	30 - 27208	-	-
FY22 1 TON PICKUP TRK (2)	DPS	30209	90,000	90,000.00	-	0.00	-	-	-	90,000.00	-	30 - 27209	-	-
FY22 ALL WHEEL DRV SUV	DPS	30210	50,000	50,000.00	-	0.00	-	-	50,000.00	-	-	30 - 27210	-	-
FY22 1 TON VAN	DPS	30211	41,452	41,452.00	-	0.00	-	-	-	41,452.00	-	30 - 27211	-	-
FY22 MULTI-PURPOSE TRACTOR	DPS	30212	54,000	54,000.00	-	0.00	-	-	-	54,000.00	-	30 - 27212	-	-
FY22 FRONT LOADER	DPS	30213	290,000	290,000.00	-	0.00	-	-	-	290,000.00	-	30 - 27213	-	-
FY22 BUCKET TRUCK	DPS	30214	139,612	139,612.00	-	0.00	-	-	129,612.00	10,000.00	-	30 - 27214	-	-
FY22 GENERATORS (3)	MAINTENANCE	30215	-	-	-	0.00	-	-	-	-	-	30 - 27215	-	-
FY22 FRONTLINE PUMPER TRUCI	FIRE	30216	698,280	698,281.00	-	(0.80)	-	-	-	698,281.00	-	30 - 27216	-	-
FY22 COMMUNICATIONS EQUIP	FIRE	30217	355,000	-	-	355,000.00	-	-	-	-	-	30 - 27217	-	-
FY22 SUPPORT SRVCS VEHICLE\$	POLICE	30218	79,760	79,760.00	-	0.00	-	-	79,760.00	-	-	30 - 27218	-	-
FY22 RADIO REPLACEMENT	POLICE	30219	200,000	195,658.50	-	4,341.50	-	-	200,000.00	-	-	30 - 27219	-	4,341.50
FY22 PC REPLACEMENT	POLICE	30221	50,000	50,000.00	-	0.00	-	-	-	50,000.00	-	30 - 27221	-	-
FY22 MDT REPLACEMENT	POLICE	30223	48,000	48,000.00	-	0.00	-	-	48,000.00	-	-	30 - 27223	-	-
FY22 STREET IMPROVEMENTS	DPS	30224	3,248,351	3,248,351.00	-	0.00	-	-	-	3,248,351.00	-	30 - 27224	-	-
FY22 CONTE ELEVATOR RPLCMN	MAINT/SCHOOL	30240	150,000	-	-	150,000.00	-	-	-	-	-	30 - 27240	-	-
FY22 ROOF REPAIRS	MAINT/SCHOOL	30242	750,000	750,000.00	-	0.00	-	-	-	750,000.00	-	30 - 27242	-	-
FY22 1 TON PCKUP W/PLW	WATER	30261	90,000	90,000.00	-	0.00	-	-	-	90,000.00	-	30 - 27261	-	-
FY22 BACKHOE	WATER	30262	138,825	138,825.00	-	0.00	-	-	97,835.00	40,990.00	-	30 - 27262	-	-
FY22 5 TON HOOK LFT TRK	WATER	30263	207,036	207,036.00	-	0.00	-	-	-	207,036.00	-	30 - 27263	-	-
FY22 FRONT LOADER	SEWER	30280	190,000	190,000.00	-	0.00	-	-	102,000.00	88,000.00	-	30 - 27280	-	-
FY22 1 TON UTILITY TRK W/PLW	SEWER	30281	55,000	55,000.00	-	0.00	-	-	9,450.00	45,550.00	-	30 - 27281	-	-

PROJECT	DEPARTMENT	ORG	AUTHORIZED AMOUNT	ACTUAL EXPEND	ENCUMB	REMAINING AUTHORIZED FUNDS	FEDERAL GRANT	STATE GRANT	OTHER	BONDS	BANS	LIABILITY ACCOUNT	EXPENDED BUT NOT BORROWED	UNSPENT BOND PROCEEDS
FY21														
FY21 STREET IMPRV INCL STRTS	DPS	30101	2,500,000	2,500,000.00	-	0.00	-	-	-	2,500,000.00	-	30 - 27101	-	-
FY21 STORMWATER SYSTEM IMF	DPS	30102	500,000	311,993.93	184,408.17	3,597.90	-	-	-	500,000.00	-	30 - 27102	-	3,597.90
FY21 DOG PARK CONSTRUCTION	DCD	30103	34,788	34,788.17	-	0.00	-	-	34,789.00	-	-	30 - 27103	-	0.83
FY21 SKATE PARK CONSTRUCTIC	DCD	30104	150,000	150,000.00	-	0.00	-	-	-	150,000.00	-	30 - 27104	-	-
FY21 SPRINGSIDE HOUSE	DCD	30106	500,000	287,926.73	-	212,073.27	-	-	-	400.00	289,600	30 - 27106	-	-
FY21 LIBRARY ROOF REPLACEMI	MAINTENANCE	30109	672,000	672,000.00	-	0.00	-	-	-	672,000.00	-	30 - 27109	-	-
FY21 PARKS DEPT SHOP ROOF R	MAINTENANCE	30110	149,694	149,694.00	-	0.00	-	-	10,194.00	139,500.00	-	30 - 27110	-	-
FY21 PHS TEMPERATURE CONTF	MAINT/SCHOOL	30141	75,000	69,700.00	-	5,300.00	-	-	75,000.00	-	-	30 - 27141	-	5,300.00
FY21 SAFETY & SECURITY UPGR	MAINT/SCHOOL	30142	3,300,000	3,295,000.00	5,000.00	0.00	-	-	-	3,300,000.00	-	30 - 27142	-	-
FY21 WESTERN PRESSURE ZONI	WATER	30161	4,400,000	4,100,471.43	57,424.93	242,103.64	-	-	-	4,158,000.00	-	30 - 27161	-	103.64
FY21 CADY BROOK DIVERSION	WATER	30162	658,274	658,274.00	-	0.00	-	-	-	658,274.00	-	30 - 27162	-	-

PROJECT	DEPARTMENT	ORG	AUTHORIZED AMOUNT	ACTUAL EXPEND	ENCUMB	REMAINING AUTHORIZED FUNDS	FEDERAL GRANT	STATE GRANT	OTHER	BONDS	BANS	LIABILITY ACCOUNT	EXPENDED BUT NOT BORROWED	UNSPENT BOND PROCEEDS
FY20														
FY20 STREET IMPRV INCL STRTS	DPS	30001	2,500,000	2,457,323.09	42,676.91	0.00	-	-	-	2,500,000.00	-	30 - 27001	-	-
FY20 STORMWATER SYSTEM IMP	DPS	30002	500,000	500,000.00	-	0.00	-	-	-	500,000.00	-	30 - 27002	-	-
FY20 TYLER/WOODLAWN INTRSP	DPS	30003	1,200,000	1,200,000.00	-	0.00	-	-	-	1,200,000.00	-	30 - 27003	-	-
FY20 TYLER ST RECONSTRUCTIO	DPS	30004	2,000,000	2,000,000.00	-	0.00	-	-	-	2,000,000.00	-	30 - 27004	-	-
FY20 1 TON PICKUP TRK	DPS	30007	118,125	118,125.00	-	0.00	-	-	-	118,125.00	-	30 - 27007	-	-
FY20 ATHLETIC COURT RESURF	DCD	30012	80,000	80,000.00	-	0.00	-	-	-	80,000.00	-	30 - 27012	-	-
FY20 WILD ACRES DAM IMPRV	DCD	30013	250,000	25,267.89	28,932.11	195,800.00	-	-	-	300.00	54,700	30 - 27013	-	-
FY20 SPRINGSIDE HSE INT REST	DCD	30014	500,000	397,317.00	5,000.00	97,683.00	-	-	-	500,000.00	-	30 - 27014	-	97,683.00
FY20 BIKE PATH MIDDLE SECTIO	DCD	30015	-	-	-	0.00	-	-	-	-	-	30 - 27015	-	-
FY20 WESTSIDE RIVERWAY PARK	DCD	30016	100,000	51,147.29	-	48,852.71	-	-	-	-	100,000	30 - 27016	-	-
FY20 PURCHASE FORMER HESS	DCD	30017	200,000	135,222.98	23,237.00	41,540.02	-	-	-	-	55,000	30 - 27017	80,222.98	-
FY20 BLOWER ATTACHMENT	AIRPORT	30018	30,000	-	-	30,000.00	-	-	-	-	-	30 - 27018	-	-
FY20 ELEVATOR REPAIRS/LIFT CH	MAINTENANCE	30019	750,000	-	-	750,000.00	-	-	-	-	300,000	30 - 27019	-	-
FY20 SUPPORT SRVCS VEHICLES	POLICE	30024	149,676	149,676.00	-	0.00	-	-	149,676.00	-	-	30 - 27024	-	-
FY20 RADIO REPLACEMENT	POLICE	30025	100,000	98,186.89	-	1,813.11	-	-	100,000.00	-	-	30 - 27025	-	1,813.11
FY20 BUILDING SECURITY UPGRD	IT	30031	98,000	7,260.32	41,409.99	49,329.69	-	-	20,500.00	77,500.00	-	30 - 27031	-	49,329.69
FY20 ELEVATOR/LIFT UPGRADES	MAINT/SCHOOL	30041	750,000	70,972.78	6,347.48	672,679.74	-	-	-	979.00	105,649	30 - 27041	-	-
FY20 SECURITY SYSTEM UPGRD	MAINT/SCHOOL	30042	150,000	-	-	150,000.00	-	-	-	-	-	30 - 27042	-	-
FY20 ASHLEY/CLEVELAND WTP U	WATER	30061	5,200,000	4,956,192.86	243,512.14	295.00	-	-	342,448.00	4,857,552.00	-	30 - 27061	-	295.00
FY20 COMPRESSOR TRUCK	WATER	30063	140,000	140,000.00	-	0.00	-	-	-	-	-	30 - 27063	140,000.00	-
FY20 1 TON UTILITY TRK W/PLW	WATER	30064	99,237	99,237.00	-	0.00	-	-	99,237.00	-	-	30 - 27064	-	-
FY20 COLLECTION SYS UPGRDS	SEWER	30081	160,000	160,000.00	-	0.00	-	-	-	160,000.00	-	30 - 27081	-	-
FY20 INFILTRATION/INFLOW RMV	SEWER	30082	360,000	360,000.00	-	0.00	-	-	-	360,000.00	-	30 - 27082	-	-

PROJECT	DEPARTMENT	ORG	AUTHORIZED AMOUNT	ACTUAL EXPEND	ENCUMB	REMAINING AUTHORIZED FUNDS	FEDERAL GRANT	STATE GRANT	OTHER	BONDS	BANS	LIABILITY ACCOUNT	EXPENDED BUT NOT BORROWED	UNSPENT BOND PROCEEDS
FY19														
FY19 STREET IMPRV INCL STRTS	DPS	31901	2,500,000	2,433,378.62	-	66,621.38	-	-	-	2,500,000.00	-	31 - 27901	-	66,621.38
FY19 STORMWATER SYSTEM IMP	DPS	31902	500,000	378,510.61	-	121,489.39	-	-	10,254.43	500,000.00	-	31 - 27902	-	131,743.82
FY19 TYLER/WOODLAWN INTRS I	DPS	31903	195,000	195,000.00	-	0.00	-	-	-	195,000.00	-	31 - 27903	-	-
FY19 ROOF RPRS	MAINTENANCE	31915	-	-	-	0.00	-	-	-	-	-	31 - 27915	-	-
FY19 TECHNOLOGY/SOFTWARE	POLICE	31923	40,000	40,000.00	-	0.00	-	-	40,000.00	-	-	31 - 27923	-	-
FY19 VOIP UPGRD PH 2	IT	31925	241,859	241,859.00	-	0.00	-	-	-	241,859.00	-	31 - 27925	-	-
FY19 AIRPORT MASTER PLAN	AIRPORT	31926	362,162	362,162.18	-	0.00	325,101	18,061	779.00	18,221.00	-	31 - 27926	-	-
FY19 SECURITY SYSTEM UPGRD:	MAINT/SCHOOL	31943	50,000	46,410.84	-	3,589.16	-	-	48,052.00	1,948.00	-	31 - 27943	-	3,589.16
FY19 ROOF REPAIRS	MAINT/SCHOOL	31944	75,000	75,000.00	-	0.00	-	-	-	75,000.00	-	31 - 27944	-	-
FY19 WW SCADA UPGRD	SEWER	31981	675,000	341,237.09	93,291.98	240,470.93	-	-	-	14,812.00	378,070	31 - 27981	-	-
FY19 COLLECTION SYS UPGRDS	SEWER	31982	160,000	160,000.00	-	0.00	-	-	135,000.00	25,000.00	-	31 - 27982	-	-

PROJECT	DEPARTMENT	ORG	AUTHORIZED AMOUNT	ACTUAL EXPEND	ENCUMB	REMAINING AUTHORIZED FUNDS	FEDERAL GRANT	STATE GRANT	OTHER	BONDS	BANS	LIABILITY ACCOUNT	EXPENDED BUT NOT BORROWED	UNSPENT BOND PROCEEDS
FY18														
FY18 STREET SYS IMPRVMENTS	DPS	31801	2,500,000	2,500,000.00	-	0.00	-	-	-	2,500,000.00	-	31 - 27801	-	-
FY18 STREETLIGHT LED CONV	DPS	31803	3,000,000	1,955,201.48	159.78	1,044,638.74	-	-	-	2,142,405.00	-	31 - 27803	-	187,043.74
FY18 WESTSIDE RVRWY PARK	DCD	31817	171,197	171,197.00	-	0.00	-	-	-	171,197.00	-	31 - 27817	-	-
FY18 TECHNOLOGY/SOFTWARE	POLICE	31823	40,000	40,000.00	-	0.00	-	-	40,000.00	-	-	31 - 27823	-	-
FY18 CLAPP PARK IMPROVEMEN	DCD	31826	350,000	359,181.00	-	0.00	-	-	-	359,181.00	-	31 - 27826	-	-
FY18 W HOUS WTR MN IMPRV	WATER	31861	631,435	631,435.00	-	0.00	-	-	-	631,435.00	-	31 - 27861	-	-
FY18 WWTP FORCE MAIN RPLCM	SEWER	31881	8,245,758	8,245,758.00	-	0.00	-	-	-	8,245,758.00	-	31 - 27881	-	-
FY18 INFILTRATION REHABS PH 3	SEWER	31882	1,250,000	973,842.85	-	276,157.15	-	-	-	1,027,253.00	-	31 - 27882	-	53,410.15
FY18 SIPHON REPAIRS	SEWER	31883	1,200,000	829,763.56	-	370,236.44	-	-	-	855,000.00	-	31 - 27883	-	25,236.44
FY18 WWTP IMPROV	SEWER	31886	74,000,000	69,584,247.43	49,100.03	4,366,652.54	-	-	3,721,701.00	65,457,194.00	496,991	31 - 27892	-	-
CAPITAL PROJECTS	XXXX	31893	-	-	-	0.00	-	-	-	-	-	31 - 27893	-	-
CAPITAL PROJECTS	XXXX	31894	-	-	-	0.00	-	-	-	-	-	31 - 27894	-	-

PROJECT	DEPARTMENT	ORG	AUTHORIZED AMOUNT	ACTUAL EXPEND	ENCUMB	REMAINING AUTHORIZED FUNDS	FEDERAL GRANT	STATE GRANT	OTHER	BONDS	BANS	LIABILITY ACCOUNT	EXPENDED BUT NOT BORROWED	UNSPENT BOND PROCEEDS
FY17														
FY17 STREET SYS IMPRVMENTS	DPS	31702	2,500,000	2,500,000.00	-	0.00	-	-	-	2,500,000.00	-	31 - 27702	-	-
FY17 STORMWATER IMPRVMENTS	DPS	31703	1,000,000	1,000,000.00	-	0.00	-	-	-	1,000,000.00	-	31 - 27703	-	-
FY17 SEWER COLL SYS IMPRVM	SEWER ENT	31729	3,550,000	3,550,000.00	-	0.00	-	-	723,965.00	2,826,035.00	-	31 - 27729	-	-

PROJECT	DEPARTMENT	ORG	AUTHORIZED AMOUNT	ACTUAL EXPEND	ENCUMB	REMAINING AUTHORIZED FUNDS	FEDERAL GRANT	STATE GRANT	OTHER	BONDS	BANS	LIABILITY ACCOUNT	EXPENDED BUT NOT BORROWED	UNSPENT BOND PROCEEDS
FY16														
FY16 MAIN RUNWAY RECONSTR	AIRPORT	31604	6,974,594	6,974,593.78	-	0.22	6,407,724	383,832	17,141.00	165,897.00	-	31 - 27604	-	-
FY16 CROSBY BOILER #2 RPLCM	MAINTENANCE	31609	250,000	250,000.00	-	0.00	-	-	-	250,000.00	-	31 - 27609	-	-
FY16 STREETScape PHASE 5 DS	DCD	31622	200,000	200,000.00	-	0.00	-	-	160,986.00	39,014.00	-	31 - 27622	-	-

PROJECT	DEPARTMENT	ORG	AUTHORIZED AMOUNT	ACTUAL EXPEND	ENCUMB	REMAINING AUTHORIZED FUNDS	FEDERAL GRANT	STATE GRANT	OTHER	BONDS	BANS	LIABILITY ACCOUNT	EXPENDED BUT NOT BORROWED	UNSPENT BOND PROCEEDS
FY15														
CAPITAL PROJECTS	XXXX	31-27550	-	-	-	0.00	-	-	-	-	-	31 - 27550	-	-
FY15 NEW HIGH SCHOOL PRJCT	SCHOOL	31550	120,800,000	#####	-	1,852,957.95	-	70,953,250	72,786.12	48,046,404.00	-		-	125,397.95

PROJECT	DEPARTMENT	ORG	AUTHORIZED AMOUNT	ACTUAL EXPEND	ENCUMB	REMAINING AUTHORIZED FUNDS	FEDERAL GRANT	STATE GRANT	OTHER	BONDS	BANS	LIABILITY ACCOUNT	EXPENDED BUT NOT BORROWED	UNSPENT BOND PROCEEDS
0000														
DUE FROM MCWT (18-12-B)	XXXX	31-16303	-	-	-	0.00	-	-	-	-	-	31 - 16303	-	-
DUE FROM MCWT (18-12-C)	XXXX	31-16304	-	-	-	0.00	-	-	-	-	-	31 - 16304	-	-
DUE FROM MCWT (18-12-B)	XXXX	31-16305	-	-	-	0.00	-	-	-	-	(506,740)	31 - 16305	506,740.00	-
DUE FROM STATE	XXXX	31-17905	-	-	-	0.00	-	-	-	-	-	31 - 17905	-	-



City of Pittsfield

April 8, 2024

To the City Council of the City of Pittsfield: —

The Committee on Community and Economic Development

to whom was referred the

A communication from Mayor Marchetti submitting an Order to approve a Tax Increment Exemption Agreement for a project at 229-237 and 239-261 North Street

having considered the same, report and recommend that

to approve 3/0

Respectfully submitted,

Patrick Kavey

Chairman



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

Peter M. Marchetti
Mayor

March 4, 2024

Honorable Members
Of the City Council
Of the City of Pittsfield

Dear Councilors:

Submitted herein for your consideration is an order related to the City's Housing Development Incentive Program (HDIP) Zone. Pittsfield's HDIP Zone was approved by the City Council on June 26, 2012 to encourage the development of market rate housing.

The enclosed order is to approve a Tax Increment Exemption (TIE) Agreement for the project consisting of 229-237 North Street and 239-261 North Street.

I am respectfully asking the City Council to refer these items to a meeting of the Community and Economic Development Committees for review and discussion.

Respectfully Submitted,

Peter M. Marchetti
Mayor



CITY OF PITTSFIELD

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

April 12, 2024

The Honorable Members of the Pittsfield City Council

Dear Councilors:

Enclosed are revised Tax Increment Exemption (TIE) Agreements for 229-237 North Street and 239-261 North Street.

The project was submitted to City Council at the March 12 Council meeting. At that time, the Mass Executive Office of Housing and Livable Communities, who oversees the Housing Development Incentive Program, had indicated that the project should be subject to one TIE agreement, which was drafted and presented to you.

Since the meeting on March 12, EOHLC has reviewed the project with legal council and has determined that the project should have two separate TIE agreements, one for each property. There were no material changes to the agreement, other than separating the two properties into individual agreements. I am enclosing the EOHLC approved final versions of the TIE Agreements for your review and approval.

Sincerely,

A handwritten signature in black ink, appearing to read "JD", written over the word "Sincerely".

Justine Dodds
Community Development Director

HOUSING DEVELOPMENT INCENTIVE PROGRAM

TAX INCREMENT EXEMPTION (TIE) AGREEMENT

between
the City of Pittsfield
and
A. C. Enterprises, LLC

This AGREEMENT is made this ____ day of ____, 20____ by and between the City of Pittsfield, (“Municipality”) and A.C. Enterprises, LLC with an address at 150 Pittsfield Road Lenox , MA 01240.

Section 1 – Agreement

The Municipality and the Sponsor, for good and valuable consideration and in consideration of the covenants and agreements herein contained, hereby make this agreement regarding a tax increment exemption pursuant to the Housing Development (HD) Incentive Program, M.G.L. c. 40V and the regulations promulgated thereunder at 760 CMR 66.00 (HD TIE), with respect to the Property as herein defined.

Section 2 – Definitions

Each reference in this Agreement to the following terms shall be deemed to have the following meanings:

Act:	M.G.L. c. 40V as may be amended from time to time.
Completion:	Certificates of occupancy have been issued for the entire Project.
EOHLC:	Executive Office of Housing and Livable Communities
DHCD:	Department of Housing and Community Development
Event of Default:	An “Event of Default” as defined in Section 5 below.
Final Certification:	Determination by EOHLC that the Sponsor has completed the new construction or substantial rehabilitation of the Property, consistent with the new construction or Rehabilitation Plans, including the creation of MRRUs, as set forth in the Act and the Regulations.
Fiscal Year:	An annual period of July 1 through June 30.
HD Project:	A Certified Housing Development Project as defined in the Act and the Regulations.

HD Zone: The Housing Development Zone adopted by the Pittsfield City Council on June 26, 2012 and approved by EOHL (formerly DHCD) as evidenced by a Certificate of Approval dated August 31, 2012. The HD Zone was later amended in December 2016 and approved by EOHL evidenced by a Certificate of Approval dated December 20, 2016, then again in May 2017 and approved by EOHL evidenced by a Certificate of Approval dated July 5, 2017, then again in September 2020 approved by EOHL evidenced by a Certificate of Approval dated October 13, 2020, and finally again in January 2024 and approved by EOHL evidenced by a Certificate of Approval dated March 14, 2024. This zone adoption and subsequent amendments were recorded with Berkshire Middle District at Book 5039 Page 332&c.

Lead Municipality: City of Pittsfield

MRRU: Market Rate Residential Unit(s) as defined at Section 3.B.1.

Property: 239-261 North Street, Pittsfield MA identified as Assessors Map Block and Lot H090025005 as shown in Exhibit 1, “Map of Property” and further described in Exhibit 2, “Legal Description of Property”.

Regulations: 760 CMR 66.00.

New Construction or Rehabilitation Plans: The material submitted for Conditional Certification pursuant to 760 CMR 66.05(3)(a) and approved by EOHL.

Sponsor: A. C. Enterprises , LLC, with an address at 150 Pittsfield Road, Lenox, MA 01240, its successors and assigns.

Section 3 – Sponsor’s Covenants

A. New Construction or Substantial Rehabilitation of the Property. Sponsor will undertake the new construction or substantial rehabilitation of the Property in accordance with the work and schedule set forth in the new construction or Rehabilitation Plans.

B. Market Rate Residential Units.

- 1) There shall be a total of twenty one (21) residential rental units created in the Project of which seventeen (17) units shall be MRRUs comprised of nine (9) 1 bedroom units and eight (8) two bedroom units. The monthly rent for such units shall be priced consistently with prevailing rents or sale prices in the Municipality as determined based on criteria established by the Department, as set forth in Exhibit 3, “Market Rate Residential Units – Pricing Plan”.
- 2) Sponsor shall use good faith efforts to maintain the units as MRRUs for a minimum of ten (10) years.

C. Marketing. Sponsor shall cause the MRRU to be marketed in a manner that is consistent with the

strategies, implementation plan and affirmative fair housing efforts set out in the New Construction or Rehabilitation Plans.

D. HD Project Certification. Sponsor shall take all actions reasonably necessary to obtain Final Certification of the Property as an HD Project including but not limited to submitting applications to EOHLC for Conditional Certification and Final Certification consistent with the requirements of the Act and the Regulations.

Section 4 – Tax Increment Exemption

Municipality agrees to grant Sponsor an exemption to the real property taxes due on the Property pursuant to G.L. c.59 according to the following terms.

A. Base Value. Consistent with 760 CMR 66.06(c), the Base Value of the property is \$497,900 and equal to the assessed value (or aggregate thereof) of the parcel(s) that comprise the property as of the fiscal year in which a HD Tax Increment Exemption Agreement is executed by the Sponsor and the Municipality with respect to the parcel or parcels, as the case may be, and prior to the start of any new construction or Substantial Rehabilitation activities, including demolition, minus the assessed value attributable to any portion of the property that was assessed as other than residential in the applicable fiscal year and remains non-residential after completion of new construction or Substantial Rehabilitation. This figure is the Preliminary Value as of January 1, 2024. To the extent this value differs from the final Appraised Value of the property for Fiscal Year 2025 as approved by the Commonwealth, the Base Value shall be adjusted accordingly.

B. MRRU Percentage. Approximately 81% per cent. The MRRU Percentage shall be confirmed as required in paragraph F, below.

C. Exemption Percentage. Commencing on the Effective Date which shall be Fiscal Year 1:

<u>Fiscal Year 1: 100%</u>	<u>Fiscal Year 6: 50%</u>
<u>Fiscal Year 2: 90%</u>	<u>Fiscal Year 7: 40%</u>
<u>Fiscal Year 3: 80%</u>	<u>Fiscal Year 8: 30%</u>
<u>Fiscal Year 4: 70%</u>	<u>Fiscal Year 9: 20%</u>
<u>Fiscal Year 5: 60%</u>	<u>Fiscal Year10: 10%</u>

D. The Increment. As defined at 760 CMR 66.06(1)(b)(1).

E. Calculation. For each Fiscal Year during the term of this Agreement, the HD TIE shall be determined by applying the Exemption Percentage to the property tax on the Increment.

F. Confirmation or Amendment of Calculation. Upon Completion, and prior to applying for Final Certification of the Project, the Sponsor and Municipality shall file a “Tax Increment Exemption – Confirmation of Calculation” in the form attached as Exhibit 4 (“TIE Confirmation”). To the extent that the dates or figures in the TIE Confirmation differ from those set forth in this Agreement, the contents of the TIE Confirmation shall control and shall be deemed to have amended this Agreement.

Section 5 – Default

A. **Event of Default.** An “Event of Default” shall arise under this Agreement upon the occurrence of any one or more of the following events:

1) **Breach of Covenant Prior to Final Certification.** Subject to the limitations set forth in the Regulations at section 66.05(4)(b), Sponsor defaults in the observance or performance of any material covenant, condition or agreement to be observed or performed by Sponsor pursuant to the terms of this Agreement, and the continuance of such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.

2) **Breach of Covenant Subsequent to Final Certification.** Sponsor’s conduct is materially at variance with the representations made in its New Construction or Rehabilitation Plans; such variance is found to frustrate the public purposes that Final Certification was intended to advance, and the continuance of such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.

3) **Misrepresentation.** Any representation made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.

B. **Rights on Default.**

1) **Prior to Final Certification.** Upon the occurrence of an Event of Default prior to Final Certification, then this Agreement shall become null and void.

2) **Subsequent to Final Certification.** Upon the occurrence of an Event of Default subsequent to Final Certification, then:

a. **Revocation of Certification.** Pursuant to the terms of the Act, the Municipality, may, at its sole discretion, request that EOHLC revoke the Final Certification of the Project, such revocation to take effect on the first day of the fiscal year in which EOHLC determines that a material variance commenced.

b. **Termination of Agreement.** Upon revocation of certification, this Agreement shall become null and void as of the effective date of such revocation.

c. **Recoupment of Economic Benefit.** Upon revocation of certification, the Municipality may bring a cause of action against Sponsor for the value of any economic benefit received by Sponsor prior to or subsequent to such revocation.

3) Other Remedies. The Municipality’s rights upon the occurrence of an Event of Default are in addition to those granted to EOHLIC and the Massachusetts Commissioner of Revenue under the terms of the Act.

Section 6 – Miscellaneous

A. Effective Date. The effective date of the HD TIE shall be July 1st of the first Fiscal Year following EOHLIC’s Final Certification of the HD Project pursuant to the requirements of the Act and the Regulations. The Effective Date shall be confirmed as required under Section 4.F, above.

B. Term of Agreement. This Agreement shall expire upon the Municipality’s acceptance of the annual report, as required below, for the final Fiscal Year for which the Municipality is granting the TIE.

C. Reporting. Sponsor shall submit reports to the Municipality not later than thirty (30) days after June 30 of each Fiscal Year for the term of this Agreement. Each report shall contain the following information:

- 1) Until Completion, the status of construction in relation to the schedule contained in the New Construction or Rehabilitation Plan;
- 2) Until Completion, the status of marketing in relation to the New Construction or Rehabilitation Plans; and

3) For each MRRU, the number of bedrooms in the unit, whether it was leased as of the end of the most recent fiscal year and the monthly rent charged.

D. Assignment. The Sponsor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without the prior written consent of the Municipality, which approval shall not be unreasonably withheld. The foregoing notwithstanding, the rights and obligations of this Agreement shall inure to the benefit of any entity succeeding to the interests of the Sponsor by merger.

E. Notices. In conjunction with concurrent electronic submission as provided for below or, if reasonable efforts can determine that such information is no longer current, otherwise reasonably obtainable and verifiable electronic contact information, any notice, request, instruction or other document to be given hereunder to either party by the other shall be in writing and delivered personally or sent by recognized overnight courier, receipt confirmed or sent by certified or registered mail, postage prepaid, as follows, and, unless general measures for electronic receipt as a substitute are in place at such time or can otherwise be reasonably assumed due to publicized or immediately foreseeable remote working conditions, shall be conclusively deemed to have been received and be effective on the day on which personally delivered or, if sent by certified or registered mail, three (3) days after the day on which mailed or, if sent by overnight courier, on the day after delivered to such courier.

- 1) Municipality: City of Pittsfield
Department of Community Development
70 Allen Street, Room 205
Pittsfield, MA 01201
Email: jdodds@cityofpittsfield.org

2) Sponsor: A.C .Enterprises LLC
150 Pittsfield Road
Lenox , MA 01240
Email: leallegrone@allegrone.com

Copy to EOHLIC: All such notices shall be copied to EOHLIC at:

Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114
ATTN: HDIP Program Coordinator
Email: eohlchdip@mass.gov

3) Change of Address. Either party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other party in the manner herein provided for giving notice.

F. Modifications. No modification or waiver of any provision of this Agreement, nor consent to any departure by the Sponsor therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of Municipality in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the Sponsor has caused this Agreement to be duly executed in its name and behalf and its seal affixed by its duly authorized representative, and the Municipality has caused this Agreement to be executed in its name and behalf and its seal duly affixed by its Mayor and the President of the City Council as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

City of Pittsfield

A.C. Enterprises, LLC

By: Peter M. Marchetti, Mayor

By: Louis E. Allegrone, President

By: Peter T. White, City Council President

EXHIBIT 1

MAP OF PROPERTY

239 North Street



EXHIBIT 2

DESCRIPTION OF PROPERTY

Beginning at a point in the supposed westerly side line of the city way known as North Street, which point is further described as being $S09^{\circ}-39'-29''W$ a distance of 45.40 feet from a marble bound located near the intersection of the northerly side of Summer Street and the westerly side line of North Street, said point of beginning being further described as the northeast corner of the brick building standing on the premises described herein;

Running thence $S09^{\circ}-29'-57''W$ along the supposed westerly side line of said North Street, and along the brick face of the said building located on the premises herein described, a distance of 127.34 feet to the northeast corner of a parcel of land conveyed to one Helen Shulman and Cecily Levine by deed dated March 4, 1977 and recorded with Berkshire Middle District Registry of Deeds in Book 986, Page 753; said point being further described as the northeast corner of the brick building standing on the said Shulman and Levine premises and the southeast corner of the brick building located on the premises being described;

Running thence $N79^{\circ}-47'-02''W$ along the brick seam between both of said buildings, a distance of 100.12 feet to the easterly line of a 20 foot wide right of way and the easterly line of land formerly owned by one George W. Burbank, which land was later taken by the City of Pittsfield from Persons Unknown by eminent domain proceedings dated December 11, 1962 and recorded with said Registry in Book 756, Page 72; said point is further described as being the southwest corner of the above mentioned brick building standing on the herein described premises and the northwest corner of the above mentioned brick building located on land of the said Shulman and Levine;

Running thence $N09^{\circ}-29'-06''E$ along the easterly line of said land taken by the City and along the brick face of the building located on the premises herein described, a distance of 117.26 feet to the supposed south line of Summer Street, which point is further described as being the northwest corner of the said building located thereon;

Running thence $S79^{\circ}-23'-18''E$ along the supposed southerly line of said Summer Street and along the brick face of the said building located on the herein described premises, a distance of 100.16 feet to the point and place of beginning.

The above described parcel of land contained 12,784 square feet of land and is the same premises conveyed by George W. Burbank to Cornelius W. Wright by deed dated December 13, 1897 and recorded with said Registry in Book 298, Page 629, and later devised by said Cornelius W. Wright and Elsie Wright Huston by will recorded with the Berkshire Probate Court, Docket No. 39226.

The above described premises are further shown and described on a plan entitled "Site Plan of Land in Pittsfield, Mass. showing the Wright Building Condominiums", dated Jan. 11, 1983, prepared by Dennis C. Drumm & Associates, which plan is recorded with said Registry in Drawer E, No. 72, Sheet 1 of 3.

EXHIBIT 3

MARKET RATE RESIDENTIAL UNITS – PRICING PLAN

**Proposed Initial
Monthly Rent*:** 1 Bedroom: \$1,500-\$1,800 (based on unit size)
 2 Bedroom: \$2,000 and \$2,200 (based on unit size)

*units shall be priced in compliance with EOHLC’s HDIP Guidelines and 760 CMR 66.04(2)(f)

EXHIBIT 4

TAX INCREMENT EXEMPTION – CONFIRMATION OF CALCULATION

[FORM TO REMAIN BLANK UNTIL PROJECT COMPLETED AND ELIGIBLE FOR FINAL CERTIFICATION]

In connection with the Tax Increment Exemption Agreement dated _____, 20____ by and between the City of Pittsfield, and _____, A.C. Enterprises LLC with an address at 150 Pittsfield Road, Lenox, MA, with respect to the property at 239 North Street (the “Agreement”), the parties hereby confirm the following elements of the Agreement. Unless otherwise stated, capitalized terms have the meaning set forth in the Agreement.

1. The effective date of the Agreement is: _____
2. The MRRU percentage is:
3. The assessed value of the residential portion of the Property upon Completion is: _____

To the extent that the dates or figures in this “Tax Increment Exemption – Confirmation of Calculation” differ from those set forth in the Agreement, the contents of this document shall control and shall be deemed to have amended the Agreement.

City of Pittsfield

A. C. Enterprises LLC

By: Peter M. Marchetti, Mayor

By:

Its:

By: Peter T. White, City Council President

By:

Its:

Dated: _____

HOUSING DEVELOPMENT INCENTIVE PROGRAM

TAX INCREMENT EXEMPTION (TIE) AGREEMENT

between
the City of Pittsfield
and
A. C. Enterprises, LLC

This AGREEMENT is made this ____ day of _____, 20____ by and between the City of Pittsfield, (“Municipality”) and A.C. Enterprises, LLC with an address at 150 Pittsfield Road Lenox , MA 01240 .

Section 1 – Agreement

The Municipality and the Sponsor, for good and valuable consideration and in consideration of the covenants and agreements herein contained, hereby make this agreement regarding a tax increment exemption pursuant to the Housing Development (HD) Incentive Program, M.G.L. c. 40V and the regulations promulgated thereunder at 760 CMR 66.00 (HD TIE), with respect to the Property as herein defined.

Section 2 – Definitions

Each reference in this Agreement to the following terms shall be deemed to have the following meanings:

- Act: M.G.L. c. 40V as may be amended from time to time.
- Completion: Certificates of occupancy have been issued for the entire Project.
- EOHLC: Executive Office of Housing and Livable Communities
- DHCD: Department of Housing and Community Development
- Event of Default: An “Event of Default” as defined in Section 5 below.
- Final Certification: Determination by EOHLC that the Sponsor has completed the new construction or substantial rehabilitation of the Property, consistent with the new construction or Rehabilitation Plans, including the creation of MRRUs, as set forth in the Act and the Regulations.
- Fiscal Year: An annual period of July 1 through June 30.
- HD Project: A Certified Housing Development Project as defined in the Act and the Regulations.
- HD Zone: The Housing Development Zone adopted by the Pittsfield City Council on June 26, 2012 and approved by EOHLC (formerly DHCD) as evidenced by a Certificate

of Approval dated August 31, 2012. The HD Zone was later amended in December 2016 and approved by EOHLC evidenced by a Certificate of Approval dated December 20, 2016, then again in May 2017 and approved by EOHLC evidenced by a Certificate of Approval dated July 5, 2017, then again in September 2020 approved by EOHLC evidenced by a Certificate of Approval dated October 13, 2020, and finally again in January 2024 and approved by EOHLC evidenced by a Certificate of Approval dated March 14, 2024. This zone adoption and subsequent amendments were recorded with Berkshire Middle District at Book 5039 Page 332&c.

- Lead Municipality: City of Pittsfield
- MRRU: Market Rate Residential Unit(s) as defined at Section 3.B.1.
- Property: 229-237 North Street, Pittsfield MA identified as Assessors Map Block and Lot H090025004 as shown in Exhibit 1, “Map of Property” and further described in Exhibit 2, “Legal Description of Property”.
- Regulations: 760 CMR 66.00.
- New Construction or Rehabilitation Plans: The material submitted for Conditional Certification pursuant to 760 CMR 66.05(3)(a) and approved by EOHLC.
- Sponsor: A. C. Enterprises, LLC, with an address at 150 Pittsfield Road, Lenox, MA 01240, its successors and assigns.

Section 3 – Sponsor’s Covenants

- A. New Construction or Substantial Rehabilitation of the Property. Sponsor will undertake the new construction or substantial rehabilitation of the Property in accordance with the work and schedule set forth in the new construction or Rehabilitation Plans.
- B. Market Rate Residential Units.
- 1) There shall be a total of fourteen (14) residential rental units created in the Project of which eleven (11) units shall be MRRUs comprised of two (2) one (1) bedroom and nine (9) two (2) bedroom units. The monthly rent for such units shall be priced consistently with prevailing rents or sale prices in the Municipality as determined based on criteria established by the Department, as set forth in Exhibit 3, “Market Rate Residential Units –Pricing Plan”.
 - 2) Sponsor shall use good faith efforts to maintain the units as MRRUs for a minimum of ten (10) years.
- C. Marketing. Sponsor shall cause the MRRU to be marketed in a manner that is consistent with the strategies, implementation plan and affirmative fair housing efforts set out in the New Construction or Rehabilitation Plans.

D. HD Project Certification. Sponsor shall take all actions reasonably necessary to obtain Final Certification of the Property as an HD Project including but not limited to submitting applications to EOHLIC for Conditional Certification and Final Certification consistent with the requirements of the Act and the Regulations.

Section 4 – Tax Increment Exemption

Municipality agrees to grant Sponsor an exemption to the real property taxes due on the Property pursuant to G.L. c.59 according to the following terms.

A. Base Value. Consistent with 760 CMR 66.06(c), the Base Value of the property is \$229,900 and equal to the assessed value (or aggregate thereof) of the parcel(s) that comprise the property as of the fiscal year in which a HD Tax Increment Exemption Agreement is executed by the Sponsor and the Municipality with respect to the parcel or parcels, as the case may be, and prior to the start of any new construction or Substantial Rehabilitation activities, including demolition, minus the assessed value attributable to any portion of the property that was assessed as other than residential in the applicable fiscal year and remains non-residential after completion of new construction or Substantial Rehabilitation. This figure is the Preliminary Value as of January 1, 2024. To the extent this value differs from the final Appraised Value of the property for Fiscal Year 2025 as approved by the Commonwealth, the Base Value shall be adjusted accordingly.

B. MRRU Percentage. Approximately 78.5% per cent. The MRRU Percentage shall be confirmed as required in paragraph F, below.

C. Exemption Percentage. Commencing on the Effective Date which shall be Fiscal Year 1:

<u>Fiscal Year 1: 100%</u>	<u>Fiscal Year 6: 50%</u>
<u>Fiscal Year 2: 90%</u>	<u>Fiscal Year 7: 40%</u>
<u>Fiscal Year 3: 80%</u>	<u>Fiscal Year 8: 30%</u>
<u>Fiscal Year 4: 70%</u>	<u>Fiscal Year 9: 20%</u>
<u>Fiscal Year 5: 60%</u>	<u>Fiscal Year10: 10%</u>

D. The Increment. As defined at 760 CMR 66.06(1)(b)(1).

E. Calculation. For each Fiscal Year during the term of this Agreement, the HD TIE shall be determined by applying the Exemption Percentage to the property tax on the Increment.

F. Confirmation or Amendment of Calculation. Upon Completion, and prior to applying for Final Certification of the Project, the Sponsor and Municipality shall file a “Tax Increment Exemption – Confirmation of Calculation” in the form attached as Exhibit 4 (“TIE Confirmation”). To the extent that the dates or figures in the TIE Confirmation differ from those set forth in this Agreement, the contents of the TIE Confirmation shall control and shall be deemed to have amended this Agreement.

Section 5 – Default

A. Event of Default. An “Event of Default” shall arise under this Agreement upon the occurrence of any one or more of the following events:

1) Breach of Covenant Prior to Final Certification. Subject to the limitations set forth in the Regulations at section 66.05(4)(b), Sponsor defaults in the observance or performance of any material covenant, condition or agreement to be observed or performed by Sponsor pursuant to the terms of this Agreement, and the continuance of such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.

2) Breach of Covenant Subsequent to Final Certification. Sponsor's conduct is materially at variance with the representations made in its New Construction or Rehabilitation Plans; such variance is found to frustrate the public purposes that Final Certification was intended to advance, and the continuance of such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.

3) Misrepresentation. Any representation made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.

B. Rights on Default.

1) Prior to Final Certification. Upon the occurrence of an Event of Default prior to Final Certification, then this Agreement shall become null and void.

2) Subsequent to Final Certification. Upon the occurrence of an Event of Default subsequent to Final Certification, then:

a. Revocation of Certification. Pursuant to the terms of the Act, the Municipality, may, at its sole discretion, request that EOHLC revoke the Final Certification of the Project, such revocation to take effect on the first day of the fiscal year in which EOHLC determines that a material variance commenced.

b. Termination of Agreement. Upon revocation of certification, this Agreement shall become null and void as of the effective date of such revocation.

c. Recoupment of Economic Benefit. Upon revocation of certification, the Municipality may bring a cause of action against Sponsor for the value of any economic benefit received by Sponsor prior to or subsequent to such revocation.

3) Other Remedies. The Municipality's rights upon the occurrence of an Event of Default are in

addition to those granted to EOHLIC and the Massachusetts Commissioner of Revenue under the terms of the Act.

Section 6 – Miscellaneous

A. Effective Date. The effective date of the HD TIE shall be July 1st of the first Fiscal Year following EOHLIC’s Final Certification of the HD Project pursuant to the requirements of the Act and the Regulations. The Effective Date shall be confirmed as required under Section 4.F, above.

B. Term of Agreement. This Agreement shall expire upon the Municipality’s acceptance of the annual report, as required below, for the final Fiscal Year for which the Municipality is granting the TIE.

C. Reporting. Sponsor shall submit reports to the Municipality not later than thirty (30) days after June 30 of each Fiscal Year for the term of this Agreement. Each report shall contain the following information:

1) Until Completion, the status of construction in relation to the schedule contained in the New Construction or Rehabilitation Plan;

2) Until Completion, the status of marketing in relation to the New Construction or Rehabilitation Plans; and

3) For each MRRU, the number of bedrooms in the unit, whether it was leased as of the end of the most recent fiscal year and the monthly rent charged.

D. Assignment. The Sponsor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without the prior written consent of the Municipality, which approval shall not be unreasonably withheld. The foregoing notwithstanding, the rights and obligations of this Agreement shall inure to the benefit of any entity succeeding to the interests of the Sponsor by merger.

E. Notices. In conjunction with concurrent electronic submission as provided for below or, if reasonable efforts can determine that such information is no longer current, otherwise reasonably obtainable and verifiable electronic contact information, any notice, request, instruction or other document to be given hereunder to either party by the other shall be in writing and delivered personally or sent by recognized overnight courier, receipt confirmed or sent by certified or registered mail, postage prepaid, as follows, and, unless general measures for electronic receipt as a substitute are in place at such time or can otherwise be reasonably assumed due to publicized or immediately foreseeable remote working conditions, shall be conclusively deemed to have been received and be effective on the day on which personally delivered or, if sent by certified or registered mail, three (3) days after the day on which mailed or, if sent by overnight courier, on the day after delivered to such courier.

- 1) Municipality: City of Pittsfield
Department of Community Development
70 Allen Street, Room 205
Pittsfield, MA 01201
Email: jdodds@cityofpittsfield.org

2) Sponsor: A.C. Enterprises LLC
150 Pittsfield Road
Lenox, MA 01240
Email: leallegrone@allegrone.com

Copy to EOHLIC: All such notices shall be copied to EOHLIC at:

Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114
ATTN: HDIP Program Coordinator
Email: eohlchdip@mass.gov

3) Change of Address. Either party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other party in the manner herein provided for giving notice.

F. Modifications. No modification or waiver of any provision of this Agreement, nor consent to any departure by the Sponsor therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of Municipality in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the Sponsor has caused this Agreement to be duly executed in its name and behalf and its seal affixed by its duly authorized representative, and the Municipality has caused this Agreement to be executed in its name and behalf and its seal duly affixed by its Mayor and the President of the City Council as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

City of Pittsfield

A.C. Enterprises, LLC

By: Peter M. Marchetti, Mayor

By: Louis E. Allegrone, President

By: Peter T. White, City Council President

EXHIBIT 1

MAP OF PROPERTY

229 North Street



EXHIBIT 2

DESCRIPTION OF PROPERTY

Beginning at a point in the westerly line of North Street at the northeasterly corner of land now or formerly of Retail Realty Company;

thence northerly along the westerly line of North Street 54 feet 11 inches, more or less, to the southeasterly corner of land now or formerly supposed to be of one Huston;

thence westerly along the southerly line of said Huston land 100 feet, more or less, to a point in the easterly line of a right of way;

thence southerly along the westerly line of said right of way 55 feet 10 inches, more or less, to the northwesterly corner of the building standing on said land now or formerly of Retail Realty Company;

thence easterly along the northerly line of said building standing on said land now or formerly of Retail Realty Company 100 feet, more or less, to the place of beginning.

Including all rights and/or rights of way described in deed of Louis Commit, et al, to Louis Commit, et al, doing business as Gall Ann Realty Company dated April 30, 1970, and recorded in the Berkshire Middle District Registry of Deeds at Pittsfield, Massachusetts, in Book 889, Page 80.

EXHIBIT 3

MARKET RATE RESIDENTIAL UNITS – PRICING PLAN

**Proposed Initial
Monthly Rent*:**

1 Bedroom: \$1,800
2 Bedroom: \$2,000, \$2,200, and \$2,400 (based on unit size)

***units shall be priced in compliance with EOHLC’s HDIP Guidelines and 760 CMR 66.04(2)(f)**

EXHIBIT 4

TAX INCREMENT EXEMPTION – CONFIRMATION OF CALCULATION

[FORM TO REMAIN BLANK UNTIL PROJECT COMPLETED AND ELIGIBLE FOR FINAL CERTIFICATION]

In connection with the Tax Increment Exemption Agreement dated _____, 20____ by and between the City of Pittsfield, and _____, A.C. Enterprises LLC with an address at 150 Pittsfield Road, Lenox, MA, with respect to the property at 229 North Street (the "Agreement"), the parties hereby confirm the following elements of the Agreement. Unless otherwise stated, capitalized terms have the meaning set forth in the Agreement.

1. The effective date of the Agreement is: _____
2. The MRRU percentage is:
3. The assessed value of the residential portion of the Property upon Completion is: _____

To the extent that the dates or figures in this "Tax Increment Exemption – Confirmation of Calculation" differ from those set forth in the Agreement, the contents of this document shall control and shall be deemed to have amended the Agreement.

City of Pittsfield

A. C. Enterprises LLC

By: Peter M. Marchetti, Mayor

By:

Its:

By: Peter T. White, City Council President

By:

Its:

Dated: _____



CITY OF PITTSFIELD

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

February 28, 2024

Mayor Peter Marchetti
And
Honorable Members of the
Pittsfield City Council
City Hall
70 Allen Street
Pittsfield, MA 01201

Dear Mayor Marchetti and Honorable Members of the City Council;

On June 26, 2012 the City Council approved the City's original HD Zone, a requirement under the Massachusetts Department of Housing and Community Development's Housing Development Incentive Program (HDIP). The original HD Zone was approved by the state, and allowed the City to take advantage of the HDIP program which is designed to support the development of market rate housing in gateway cities. For newly created market rate housing within the HD Zone, the program allows the City to provide a local tax increment exemption (TIE) to private developers and for the project to be eligible for up to \$1M in tax credits from the State through its Executive Office of Housing and Livable Communities (formerly known as DHCD) and the Department of Revenue. The City, with approval from the City Council, has amended the zone over the years to included the Tyler Street business district and to absorb projects that abutted the original district and were planned for market rate housing projects.

A total of 166 new units of housing in 9 projects have been created through this program. In addition, all but 16 of those units were former commercial properties that were not housing prior to their redevelopment. These properties include former church buildings, vacant commercial space in the upper level of commercial buildings in our downtown and a vacant firehouse. None of these units would have been possible without the local tax increment exemption and the Housing Development Incentive Program. All of these projects have brought new residents to the urban center of our City and have stimulated economic development in the downtown and surrounding area.

Allegrone Construction Company, Inc. (Allegrone) is proposing a \$17.8 million redevelopment of two downtown properties. Both buildings are underutilized and need of significant upgrades. The current economic conditions- locally, regionally, nationally-

make it difficult for private investors to secure the commercial financing required for redevelopment.

The project will combine two buildings, the historic Wright Building and the former Jim's House of Shoes property, into one development. The project will retain the commercial storefronts on North Street and will provide new 35 new rental units, 28 of which are market rate units and 7 are affordable units. The current assessed value of the properties are \$497,900 for the Wright Building and \$229,900 for the former Jim's House of Shoes property. The redevelopment of these buildings is projected to increase the assessed value of each property to \$2,587,000 and \$1,933,500 respectively.

The Tax Increment Exemption freezes the current value of the property, base value, and phrases in the increased property taxes that result from the redevelopment. The City is proposing a ten (10) year Tax Increment Exemption (TIE) for this project. The increased property taxes will be phased in over a 10 year period with 100% forgiveness of the incremental increase in the residential portion of the property taxes in the first year, decreasing by 10% each subsequent year over the ten year term.

As set forth in the program guidelines, the Commonwealth will administer the tax credit portion of this program and Allegrone Construction will be submitting an application directly to the Commonwealth's Executive Office of Housing and Livable Communities applying for the HDIP tax credits. As part of their approval process, EOHLIC will determine the amount of State tax credits being awarded to a specific project. In order to be eligible for the State tax credit, the HDIP program requires the local government to provide a Tax Increment Exemption for the project.

We respectfully request that the City Council refer this item to a meeting of the City Council Committee on Community and Economic Development for review and discussion. Please feel free to contact me if you have any questions.

Sincerely,



Justine Dodds
Director

City of Pittsfield

M A S S A C H U S E T T S

No. _____

IN CITY COUNCIL

AN ORDER

APPROVING THE TAX INCREMENT EXEMPTION AGREEMENT FOR

229-237 North Street and 239-261 North Street

Ordered:

WHEREAS, the City of Pittsfield has been in negotiation with A. C. Enterprises , LLC. regarding the development of 35 units of housing at 229-237 North Street and 239-261 North Street, and

WHEREAS, A.C. Enterprises, LLC. has applied for certification under the Massachusetts Housing Development Incentive Program created by Chapter 40V of Massachusetts General Laws;

WHEREAS, the project proposed by A.C. Enterprises, LLC meets the minimum requirements of the Housing Development Incentive Program and the local objectives of the City of Pittsfield's Housing Development Zone Plan;

WHEREAS, the proposed project is located at 229-237 North Street and 239-261 North Street, Pittsfield MA, which is within the boundaries of the City of Pittsfield's designated Housing Development Zone;

WHEREAS, the City of Pittsfield has agreed to offer A.C. Enterprises, LLC, a Tax Increment Exemption Agreement. Said Agreement is hereby approved by the City Council and the Tax Increment Exemption Plan is incorporated by reference herein;

WHEREAS, A.C. Enterprises, LLC is investing \$ 17,825,000 to create 35 units of housing, 28 of which are market rate units;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Pittsfield approves the Certified Project application of A.C. Enterprises, LLC and forwards said application to the Massachusetts Executive Office of Housing and Livable Communities for its approval and endorsement.

FURTHER, the City Council of the City of Pittsfield authorizes the Mayor to execute the Tax Increment Exemption Agreement between the City of Pittsfield and A.C. Enterprises, LLC. Said agreement will provide for an exemption on property taxes based on the growth portion in assessed valuation of the property at 100% for the first year, 90% for the second year, 80% for the third year, 70% for the fourth year, 60% for the fifth year, 50% for the sixth year, 40% for the seventh year, 30% for the eighth year, 20% for the ninth year, and 10% for the tenth year of a ten year agreement according to the requirements and regulations established which govern the implementation of such Tax Increment Exemption Agreements.

HOUSING DEVELOPMENT INCENTIVE PROGRAM

TAX INCREMENT EXEMPTION (TIE) AGREEMENT

between
the City of Pittsfield
and
A. C. Enterprises, LLC

This AGREEMENT is made this ____ day of ____, 20____ by and between the City of Pittsfield, (“Municipality”) and A.C. Enterprises, , LLC with an address at 150 Pittsfield Road Lenox , MA 01240 .

Section 1 – Agreement

The Municipality and the Sponsor, for good and valuable consideration and in consideration of the covenants and agreements herein contained, hereby make this agreement regarding a tax increment exemption pursuant to the Housing Development (HD) Incentive Program, M.G.L. c. 40V and the regulations promulgated thereunder at 760 CMR 66.00 (HD TIE), with respect to the Property as herein defined.

Section 2 – Definitions

Each reference in this Agreement to the following terms shall be deemed to have the following meanings:

- Act: M.G.L. c. 40V as may be amended from time to time.
- Completion: Certificates of occupancy have been issued for the entire Project.
- EOHLC: Executive Office of Housing and Livable Communities DHCD:
Department of Housing and Community Development
- Event of Default: An “Event of Default” as defined in Section 5 below.
- Final Certification: Determination by EOHLC that the Sponsor has completed the new construction or substantial rehabilitation of the Property, consistent with the new construction or Rehabilitation Plans, including the creation of MRRUs, as set forth in the Act and the Regulations.
- Fiscal Year: An annual period of July 1 through June 30.
- HD Project: A Certified Housing Development Project as defined in the Act and the Regulations.

- HD Zone:** The Housing Development Zone adopted by the Pittsfield City Council on June 26, 2012 and approved by EOHLC (formerly DHCD) as evidenced by a Certificate of Approval dated August 31, 2012. The HD Zone was later amended in December 2016 and approved by EOHLC evidenced by a Certificate of Approval dated December 20, 2016, then again in May 2017 and approved by EOHLC evidence by a Certificate of Approval dated July 5, 2017, then again in September 2020 approved by EOHLC evidenced by a Certificate of Approval dated October 13, 2020. This zone adoption and subsequent amendments were recorded with Berkshire Middle District at Book 5039 Page 332&c.
- Lead Municipality:** City of Pittsfield
- MRRU:** Market Rate Residential Unit(s) as defined at Section 3.B.1.
- Property:** 239-261 North Street , Pittsfield MA identified as Assessors Map Block and Lot H090025005 and 229-237 North Street, Pittsfield MA identified as Assessors Map Block and Lot H090025004 as shown in Exhibit 1, “Map of Property” and further described in Exhibit 2, “Legal Description of Property”.
- Regulations:** 760 CMR 66.00.
- New Construction or Rehabilitation Plans:** The material submitted for Conditional Certification pursuant to 760 CMR 66.05(3)(a) and approved by EOHLC.
- Sponsor:** A. C. Enterprises , LLC, with an address at 150 Pittsfield Road, Lenox, MA 01240, its successors and assigns.

Section 3 – Sponsor’s Covenants

A. New Construction or Substantial Rehabilitation of the Property. Sponsor will undertake the new construction or substantial rehabilitation of the Property in accordance with the work and schedule set forth in the new construction or Rehabilitation Plans.

B. Market Rate Residential Units.

1) There shall be a total of thirty five (35) residential rental units created in the Project of which twenty-eight (28) units shall be MRRUs The monthly rent for such units shall be priced consistently with prevailing rents or sale prices in the Municipality as determined based on criteria established by the Department, as set forth in Exhibit 3, “Market Rate Residential Units – Pricing Plan”.

2) Sponsor shall use good faith efforts to maintain the units as MRRUs for a minimum of ten (10) years.

C. Marketing. Sponsor shall cause the MRRU to be marketed in a manner that is consistent with the strategies, implementation plan and affirmative fair housing efforts set out in the New Construction or Rehabilitation Plans.

D. HD Project Certification. Sponsor shall take all actions reasonably necessary to obtain Final Certification of the Property as an HD Project including but not limited to submitting applications to EOHLIC for Conditional Certification and Final Certification consistent with the requirements of the Act and the Regulations.

Section 4 – Tax Increment Exemption

Municipality agrees to grant Sponsor an exemption to the real property taxes due on the Property pursuant to G.L. c.59 according to the following terms.

A. Base Value. Consistent with 760 CMR 66.06(c), the Base Value of each property is \$229,900 for 229-237 North Street and \$497,900 for 239-261 North Street and equal to the assessed value (or aggregate thereof) of the parcel(s) that comprise the property as of the fiscal year in which a HD Tax Increment Exemption Agreement is executed by the Sponsor and the Municipality with respect to the parcel or parcels, as the case may be, and prior to the start of any new construction or Substantial Rehabilitation activities, including demolition, minus the assessed value attributable to any portion of the property that was assessed as other than residential in the applicable fiscal year and remains non-residential after completion of new construction or Substantial Rehabilitation. This figure is the Preliminary Value as of January 1, 2024. To the extent this value differs from the final Appraised Value of the property for Fiscal Year 2025 as approved by the Commonwealth, the Base Value shall be adjusted accordingly.

B. MRRU Percentage. 80% per cent . The MRRU Percentage shall be confirmed as required in paragraph F, below.

C. Exemption Percentage. Commencing on the Effective Date which shall be Fiscal Year 1:

<u>Fiscal Year 1: 100%</u>	<u>Fiscal Year 6: 50%</u>
<u>Fiscal Year 2: 90%</u>	<u>Fiscal Year 7: 40%</u>
<u>Fiscal Year 3: 80%</u>	<u>Fiscal Year 8: 30%</u>
<u>Fiscal Year 4: 70%</u>	<u>Fiscal Year 9: 20%</u>
<u>Fiscal Year 5: 60%</u>	<u>Fiscal Year10: 10%</u>

D. The Increment. As defined at 760 CMR 66.06(1)(b)(1).

E. Calculation. For each Fiscal Year during the term of this Agreement, the HD TIE shall be determined by applying the Exemption Percentage to the property tax on the Increment.

F. Confirmation or Amendment of Calculation. Upon Completion, and prior to applying for Final Certification of the Project, the Sponsor and Municipality shall file a “Tax Increment Exemption – Confirmation of Calculation” in the form attached as Exhibit 4 (“TIE Confirmation”). To the extent that the dates or figures in the TIE Confirmation differ from those set forth in this Agreement, the contents of the TIE Confirmation shall control and shall be deemed to have amended this Agreement.

Section 5 – Default

A. Event of Default. An “Event of Default” shall arise under this Agreement upon the occurrence of

any one or more of the following events:

- 1) Breach of Covenant Prior to Final Certification. Subject to the limitations set forth in the Regulations at section 66.05(4)(b), Sponsor defaults in the observance or performance of any material covenant, condition or agreement to be observed or performed by Sponsor pursuant to the terms of this Agreement, and the continuance of such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.
- 2) Breach of Covenant Subsequent to Final Certification. Sponsor's conduct is materially at variance with the representations made in its New Construction or Rehabilitation Plans; such variance is found to frustrate the public purposes that Final Certification was intended to advance, and the continuance of such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.
- 3) Misrepresentation. Any representation made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.

B. Rights on Default.

- 1) Prior to Final Certification. Upon the occurrence of an Event of Default prior to Final Certification, then this Agreement shall become null and void.
- 2) Subsequent to Final Certification. Upon the occurrence of an Event of Default subsequent to Final Certification, then:
 - a. Revocation of Certification. Pursuant to the terms of the Act, the Municipality, may, at its sole discretion, request that EOHLC revoke the Final Certification of the Project, such revocation to take effect on the first day of the fiscal year in which EOHLC determines that a material variance commenced.
 - b. Termination of Agreement. Upon revocation of certification, this Agreement shall become null and void as of the effective date of such revocation.
 - c. Recoupment of Economic Benefit. Upon revocation of certification, the Municipality may bring a cause of action against Sponsor for the value of any economic benefit received by Sponsor prior to or subsequent to such revocation.

3) **Other Remedies.** The Municipality’s rights upon the occurrence of an Event of Default are in addition to those granted to EOHLIC and the Massachusetts Commissioner of Revenue under the terms of the Act.

Section 6 – Miscellaneous

A. **Effective Date.** The effective date of the HD TIE shall be July 1st of the first Fiscal Year following EOHLIC’s Final Certification of the HD Project pursuant to the requirements of the Act and the Regulations. The Effective Date shall be confirmed as required under Section 4.F, above.

B. **Term of Agreement.** This Agreement shall expire upon the Municipality’s acceptance of the annual report, as required below, for the final Fiscal Year for which the Municipality is granting the TIE.

C. **Reporting.** Sponsor shall submit reports to the Municipality not later than thirty (30) days after June 30 of each Fiscal Year for the term of this Agreement. Each report shall contain the following information:

- 1) Until Completion, the status of construction in relation to the schedule contained in the New Construction or Rehabilitation Plan;
- 2) Until Completion, the status of marketing in relation to the New Construction or Rehabilitation Plans; and

3) For each MRRU, the number of bedrooms in the unit, whether it was leased as of the end of the most recent fiscal year and the monthly rent charged.

D. **Assignment.** The Sponsor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without the prior written consent of the Municipality, which approval shall not be unreasonably withheld. The foregoing notwithstanding, the rights and obligations of this Agreement shall inure to the benefit of any entity succeeding to the interests of the Sponsor by merger.

E. **Notices.** In conjunction with concurrent electronic submission as provided for below or, if reasonable efforts can determine that such information is no longer current, otherwise reasonably obtainable and verifiable electronic contact information, any notice, request, instruction or other document to be given hereunder to either party by the other shall be in writing and delivered personally or sent by recognized overnight courier, receipt confirmed or sent by certified or registered mail, postage prepaid, as follows, and, unless general measures for electronic receipt as a substitute are in place at such time or can otherwise be reasonably assumed due to publicized or immediately foreseeable remote working conditions, shall be conclusively deemed to have been received and be effective on the day on which personally delivered or, if sent by certified or registered mail, three (3) days after the day on which mailed or, if sent by overnight courier, on the day after delivered to such courier.

- 1) **Municipality:** City of Pittsfield
Department of Community Development
70 Allen Street, Room 205
Pittsfield, MA 01201
Email: jdodds@cityofpittsfield.org

2) Sponsor: A.C .Enterprises LLC
150 Pittsfield Road
Lenox , MA 01240
Email: leallegrone@allegrone.com

Copy to EOHLC: All such notices shall be copied to EOHLC at:

Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114
ATTN: HDIP Program Coordinator
Email: eohlchdip@mass.gov

3) Change of Address. Either party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other party in the manner herein provided for giving notice.

F. Modifications. No modification or waiver of any provision of this Agreement, nor consent to any departure by the Sponsor therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of Municipality in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the Sponsor has caused this Agreement to be duly executed in its name and behalf and its seal affixed by its duly authorized representative, and the Municipality has caused this Agreement to be executed in its name and behalf and its seal duly affixed by its Mayor and the President of the City Council as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

City of Pittsfield

A.C. Enterprises LLC

By: Peter M. Marchetti, Mayor

By: Louis E. Allegrone, President

By: Peter T. White, City Council President

DRAFT

EXHIBIT 1

MAP OF PROPERTY

229 & 239 North Street



EXHIBIT 2

DESCRIPTION OF PROPERTY

Beginning at a point in the westerly line of North Street at the northeasterly corner of land now or formerly of Retail Realty Company;

thence northerly along the westerly line of North Street 54 feet 11 inches, more or less, to the southeasterly corner of land now or formerly supposed to be of one Huston;

thence westerly along the southerly line of said Huston land 100 feet, more or less, to a point in the easterly line of a right of way;

thence southerly along the westerly line of said right of way 55 feet 10 inches, more or less, to the northwesterly corner of the building standing on said land now or formerly of Retail Realty Company;

thence easterly along the northerly line of said building standing on said land now or formerly of Retail Realty Company 100 feet, more or less, to the place of beginning.

Including all rights and/or rights of way described in deed of Louis Commit, et al, to Louis Commit, et al, doing business as Gail Ann Realty Company dated April 30, 1970, and recorded in the Berkshire Middle District Registry of Deeds at Pittsfield, Massachusetts, in Book 889, Page 80.

Beginning at a point in the supposed westerly side line of the city way known as North Street, which point is further described as being S09°-39'-29W a distance of 45.40 feet from a marble bound located near the intersection of the northerly side of Summer Street and the westerly side line of North Street, said point of beginning being further described as the northeast corner of the brick building standing on the premises described herein;

Running thence S09°-29'-57"W along the supposed westerly side line of said North Street, and along the brick face of the said building located on the premises herein described, a distance of 127.34 feet to the northeast corner of a parcel of land conveyed to one Helen Shulman and Cecily Levine by deed dated March 4, 1977 and recorded with Berkshire Middle District Registry of Deeds in Book 986, Page 753; said point being further described as the northeast corner of the brick building standing on the said Shulman and Levine premises and the southeast corner of the brick building located on the premises being described;

Running thence N79°-47'-02"W along the brick seam between both of said buildings, a distance of 100.12 feet to the easterly line of a 20 foot wide right of way and the easterly line of land formerly owned by one George W. Burbank, which land was later taken by the City of Pittsfield from Persons Unknown by eminent domain proceedings dated December 11, 1962 and recorded with said Registry in Book 756, Page 72; said point is further described as being the southwest corner of the above mentioned brick building standing on the herein described premises and the northwest corner of the above mentioned brick building located on land of the said Shulman and Levine;

Running thence N09°-29'-06"E along the easterly line of said land taken by the City and along the brick face of the building located on the premises herein described, a distance of 117.26 feet to the supposed south line of Summer Street, which point is further described as being the northwest corner of the said building located thereon;

Running thence S79°-23'-18"E along the supposed southerly line of said Summer Street and along the brick face of the said building located on the herein described premises, a distance of 100.16 feet to the point and place of beginning.

The above described parcel of land contained 12,784 square feet of land and is the same premises conveyed by George W. Burbank to Cornelius W. Wright by deed dated December 13, 1897 and recorded with said Registry in Book 298, Page 629, and later devised by said Cornelius W. Wright and Elsie Wright Huston by will recorded with the Berkshire Probate Court, Docket No. 39226.

The above described premises are further shown and described on a plan entitled "Site Plan of Land in Pittsfield, Mass. showing the Wright Building Condominiums", dated Jan. 11, 1983, prepared by Dennis C. Drumm & Associates, which plan is recorded with said Registry in Drawer E, No. 72, Sheet 1 of 3.

Being the same premises conveyed to the Grantor herein by deed of Louis A. Costi and Joy C. Costi, dated November 24, 2008 and recorded with the Berkshire Middle District Registry of Deeds in Book 4185, Page 156; and by deed of Louis A. Costi and Joy Costi, dated November 24, 2008 and recorded in the Berkshire Middle District Registry of Deeds in Book 4185, Page 160.

EXHIBIT 3

MARKET RATE RESIDENTIAL UNITS – PRICING PLAN

**Proposed Initial
Monthly Rent*:**

- 1 Bedroom: \$1,800
- 2 Bedroom: \$2,000, \$2,200, and \$2,500 (based on unit size)
- Studio: \$950 (Affordable)
- 1 Bedroom: \$1,100 (Affordable)
- 2 Bedroom: \$1,402 (Affordable)

***units shall be priced in compliance with DHCD’s HDIP Guidelines and 760 CMR 66.04(2)(f)**

EXHIBIT 4

TAX INCREMENT EXEMPTION – CONFIRMATION OF CALCULATION

[FORM TO REMAIN BLANK UNTIL PROJECT COMPLETED AND ELIGIBLE FOR FINAL CERTIFICATION]

In connection with the Tax Increment Exemption Agreement dated _____, 20____ by and between the City of Pittsfield, and _____, A.C. Enterprises LLC with an address at 150 Pittsfield Road, Lenox, MA, with respect to the property at 229 and 239 North Street (the “Agreement”), the parties hereby confirm the following elements of the Agreement. Unless otherwise stated, capitalized terms have the meaning set forth in the Agreement.

1. The effective date of the Agreement is: _____
2. The MRRU percentage is:
3. The assessed value of the residential portion of the Property upon Completion is: _____

To the extent that the dates or figures in this “Tax Increment Exemption – Confirmation of Calculation” differ from those set forth in the Agreement, the contents of this document shall control and shall be deemed to have amended the Agreement.

City of Pittsfield

A. C. Enterprises LLC

By: Peter M. Marchetti, Mayor

By:

Its:

By: Peter T. White, City Council President

By:

Its:

Dated: _____

REAL ESTATE TAX FOR ESTIMATING PURPOSES ONLY

H090025004		
229-237 North St		\$ 229,900
Commercial Value	100%	\$ 229,900
Commercial Tax (\$40.20/1000)		9,242
Residential Value	0%	\$ -
Residential Tax (\$18.72/1000)		\$ -

Total Base Value \$ 229,900 FY25 TAX \$9,242

**Commercial Tax Rate Escalation	**Residential Tax Rate Escalation
40.20	18.72
40.80	19.00
44.54	19.29
45.65	19.58
46.79	19.87
47.95	20.17
49.14	20.47
50.36	20.78
51.61	21.09
52.90	21.40
53.69	21.73

14 units

Fiscal Years Following Construction	Base Value	***Res Market value	Increment Value	Increment Value Forgiven	Increment Value Taxed	Total Value Subject to Taxation (incr + base)	Res Tax Rate per (000) of Value	Res TIE Tax Liability	Res Market Value Tax Liability	Res TIE Tax Savings	TIE Tax Savings Residential	Comm Value	Comm Rate	Comm Tax	Total Tax
FY26	\$ 229,900	\$ 1,759,485	\$ 1,529,585	\$ 1,529,585	\$ -	\$ 229,900	0.01872	\$ 4,303.73	\$ 32,937.56	\$ 28,633.83	87%	\$ 174,015	0.04020	\$ 6,995.40	\$ 11,289.13
FY27	\$ 229,900	\$ 1,759,485	\$ 1,529,585	\$ 1,376,627	\$ 152,959	\$ 382,859	0.01900	\$ 7,274.31	\$ 33,430.22	\$ 26,155.90	78%	\$ 174,015	0.04080	\$ 7,099.81	\$ 14,374.12
FY28	\$ 229,900	\$ 1,759,485	\$ 1,529,585	\$ 1,223,668	\$ 305,917	\$ 535,817	0.01929	\$ 10,335.91	\$ 33,940.47	\$ 23,604.56	70%	\$ 174,015	0.04454	\$ 7,750.63	\$ 18,086.54
FY29	\$ 229,900	\$ 1,759,485	\$ 1,529,585	\$ 1,070,710	\$ 458,876	\$ 688,776	0.01958	\$ 13,486.22	\$ 34,450.72	\$ 20,964.49	61%	\$ 174,015	0.04565	\$ 7,943.78	\$ 21,430.01
FY30	\$ 229,900	\$ 1,759,485	\$ 1,529,585	\$ 917,751	\$ 611,834	\$ 841,734	0.01987	\$ 16,725.25	\$ 34,960.97	\$ 18,235.71	52%	\$ 174,015	0.04679	\$ 8,142.16	\$ 24,867.42
FY31	\$ 229,900	\$ 1,759,485	\$ 1,529,585	\$ 764,793	\$ 764,793	\$ 994,693	0.02047	\$ 20,361.36	\$ 36,016.66	\$ 15,655.30	43%	\$ 174,015	0.04795	\$ 8,344.02	\$ 28,705.37
FY32	\$ 229,900	\$ 1,759,485	\$ 1,529,585	\$ 611,834	\$ 917,751	\$ 1,147,651	0.02780	\$ 31,904.70	\$ 48,913.68	\$ 17,008.99	35%	\$ 174,015	0.04914	\$ 8,551.10	\$ 40,455.79
FY33	\$ 229,900	\$ 1,759,485	\$ 1,529,585	\$ 458,876	\$ 1,070,710	\$ 1,300,610	0.02109	\$ 27,429.85	\$ 37,107.54	\$ 9,677.68	26%	\$ 174,015	0.05036	\$ 8,763.40	\$ 36,193.25
FY34	\$ 229,900	\$ 1,759,485	\$ 1,529,585	\$ 305,917	\$ 1,223,668	\$ 1,453,568	0.02140	\$ 31,106.36	\$ 37,652.98	\$ 6,546.62	17%	\$ 174,015	0.05161	\$ 8,980.91	\$ 40,087.27
FY35	\$ 229,900	\$ 1,759,485	\$ 1,529,585	\$ 152,959	\$ 1,376,627	\$ 1,606,527	0.02173	\$ 34,909.82	\$ 38,233.61	\$ 3,323.79	9%	\$ 174,015	0.05290	\$ 9,205.39	\$ 44,115.21

ABOVE IS RESIDENTIAL VALUE ONLY

Total value	1,933,500
91 % residential	1,759,485
***Comm value	174,015

** Tax rates are estimated at a 1.5% Increase
 *** Market value and Commercial Value estimated at constant

REAL ESTATE TAX FOR ESTIMATING PURPOSES ONLY

H090025005		
239-261 North St		
		\$ 497,900
Commercial Value	100%	\$ 497,900
Commercial Tax (\$40.20/1000)		\$ 20,016
Residential Value	0%	\$ -
Residential Tax (\$18.72/1000)		\$ -

**Commercial Tax Rate Escalation	**Residential Tax Rate Escalation
40.20	18.72
40.80	19.00
44.54	19.29
45.65	19.58
46.79	19.87
47.95	20.17
49.14	20.47
50.36	20.78
51.61	21.09
52.90	21.40
53.69	21.73

21 units

Total Base Value \$ 497,900 FY25 TAX \$20,016

Fiscal Years Following Construction	Base Value	***Res Market value	Increment Value	Increment Value Forgiven	Increment Value Taxed	Total Value Subject to Taxation (Incr + base)	Res Tax Rate per (000) of Value	Res TIE Tax Liability	Res Market Value Tax Liability	Res TIE Tax Savings	TIE Tax Savings Residential	Comm Value	Comm Rate	Comm Tax	Total Tax
FY26	\$ 497,900	\$ 2,587,000	\$ 2,089,100	\$ 2,089,100	\$ -	\$ 497,900	0.01872	\$ 9,320.69	\$ 48,428.64	\$ 39,107.95	81%	\$ 129,350	0.04020	\$ 5,199.87	\$ 14,520.56
FY27	\$ 497,900	\$ 2,587,000	\$ 2,089,100	\$ 1,880,190	\$ 208,910	\$ 706,810	0.01900	\$ 13,429.39	\$ 49,153.00	\$ 35,723.61	73%	\$ 129,350	0.04080	\$ 5,277.48	\$ 18,706.87
FY28	\$ 497,900	\$ 2,587,000	\$ 2,089,100	\$ 1,671,280	\$ 417,820	\$ 915,720	0.01929	\$ 17,664.24	\$ 49,903.23	\$ 32,238.99	65%	\$ 129,350	0.04454	\$ 5,761.25	\$ 23,425.49
FY29	\$ 497,900	\$ 2,587,000	\$ 2,089,100	\$ 1,462,370	\$ 626,730	\$ 1,124,630	0.01958	\$ 22,020.26	\$ 50,653.46	\$ 28,633.20	57%	\$ 129,350	0.04565	\$ 5,904.83	\$ 27,925.08
FY30	\$ 497,900	\$ 2,587,000	\$ 2,089,100	\$ 1,253,460	\$ 835,640	\$ 1,333,540	0.01987	\$ 26,497.44	\$ 51,403.63	\$ 24,906.25	48%	\$ 129,350	0.04679	\$ 6,052.29	\$ 32,549.73
FY31	\$ 497,900	\$ 2,587,000	\$ 2,089,100	\$ 1,044,550	\$ 1,044,550	\$ 1,542,450	0.02047	\$ 31,573.95	\$ 52,955.89	\$ 21,381.94	40%	\$ 129,350	0.04795	\$ 6,202.33	\$ 37,776.28
FY32	\$ 497,900	\$ 2,587,000	\$ 2,089,100	\$ 835,640	\$ 1,253,460	\$ 1,751,360	0.02780	\$ 48,687.81	\$ 71,918.60	\$ 23,230.79	32%	\$ 129,350	0.04914	\$ 6,356.26	\$ 55,044.07
FY33	\$ 497,900	\$ 2,587,000	\$ 2,089,100	\$ 626,730	\$ 1,462,370	\$ 1,960,270	0.02109	\$ 41,342.09	\$ 54,559.83	\$ 13,217.74	24%	\$ 129,350	0.05036	\$ 6,514.07	\$ 47,856.16
FY34	\$ 497,900	\$ 2,587,000	\$ 2,089,100	\$ 417,820	\$ 1,671,280	\$ 2,169,180	0.02140	\$ 46,420.45	\$ 55,361.80	\$ 8,941.35	16%	\$ 129,350	0.05161	\$ 6,675.75	\$ 53,096.21
FY35	\$ 497,900	\$ 2,587,000	\$ 2,089,100	\$ 208,910	\$ 1,880,190	\$ 2,378,090	0.02173	\$ 51,675.90	\$ 56,215.51	\$ 4,539.61	8%	\$ 129,350	0.05290	\$ 6,842.62	\$ 58,518.51

ABOVE IS RESIDENTIAL VALUE ONLY

Total value 2,587,000

95 % residential 2,457,650

***Comm value 129,350

** Tax rates are estimated at a 1.5% increase

*** Market value and Commercial Value estimated at constant



City of Pittsfield

.....April 8, 2024.....

To the City Council of the City of Pittsfield: —

The Committee on Community and Economic Development

to whom was referred the

A communication from Mayor Marchetti submitting an Order allocate \$500,000 from the Pittsfield Economic Development Fund to the Pittsfield Small Business Fund

having considered the same, report and recommend that

to approve 3/0

Respectfully submitted,

Patrick Kavey

Chairman



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

Peter M. Marchetti
Mayor

February 6, 2024

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 authorizing an allocation of \$500,000 from the Pittsfield Economic Development Fund to the Pittsfield Small Business Fund.

The Small Business Fund was established in 2012 to provide additional funding for small businesses which serve as the backbone of Pittsfield's economy. This fund provides loans to existing Pittsfield small businesses that are unable to obtain funding from commercial sources or in situations where commercial funding is not sufficient to meet needs. To date, this fund has assisted 7 businesses that have created 34 jobs and preserved 84 jobs.

Recently, you accepted \$8 million dollars from General Electric as part of the Rest of River settlement agreement that was added to the Pittsfield Economic Development Fund. This proposal would allocate \$500,000 of that funding to the Small Business Trust Fund. With your support, we will be able to assist more small businesses with technical assistance, working capital and capital investments. Funding can also be combined with other business assistance provided directly by the city or through the Pittsfield Economic Revitalization Corporation (PERC).

I appreciate your support of this request as we continue to find ways to support small businesses.

Respectfully submitted,

Peter M. Marchetti, Mayor

PM/CVB
Enclosure

City of Pittsfield

M A S S A C H U S E T T S

IN CITY COUNCIL

AN ORDER

**AUTHORIZING THE CITY OF PITTSFIELD TO USE \$500,000 FROM THE
PITTSFIELD ECONOMIC DEVELOPMENT FUND FOR A SMALL BUSINESS FUND**

No. _____

Ordered:

That the City of Pittsfield, by and through its Mayor and City Council, is hereby authorized to make an allocation of five hundred thousand dollars in Pittsfield Economic Development Funds to the Small Business Fund that is administered through the Department of Community Development.



CITY OF PITTSFIELD
OFFICE OF THE CITY SOLICITOR, CITY HALL, 70 ALLEN STREET, SUITE 200,
PITTSFIELD, MASSACHUSETTS 01201
Tel. (413) 499-9352
solicitor@cityofpittsfield.org

February 22, 2024

To the Honorable Members
Of the City Council
Of the City of Pittsfield

Dear Councilors:

On February 14th, 2024, the City Council voted to refer to this office a communication from Director Cambi with a code enforcement update on 53 Roberts Street. I indicated I would review the City Code and make some recommendations for changes to the Code that would provide stronger tools with which to enforce the City Code. I will need more time to provide a comprehensive response but have outlined a summary of the various enforcement mechanism available to municipalities. I will be meeting with Director Cambi to discuss these issues prior to the next City Council meeting.

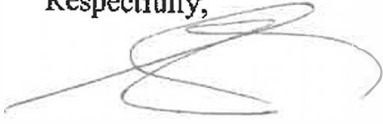
The City has 2 ways to enforce the City Code, fines set out in Chapter 4 ½ or court enforcement. Fines may be imposed under MGL Chapter 148A for state building code or state fire code violations; under MGL Chapter 40, Section 21D for general City Code violations and under MGL Chapter 40U for state housing and sanitary code violations and municipal snow and ice fines. The fines assessed under Chapter 40U, if unpaid, may be attached to an individual's real estate tax bill. Fines imposed under MGL Chapter 148A may be appealed to the Housing Court. Fines imposed under MGL Chapter 40U may be appealed to either the Housing Court or the District Court. Fines imposed under MGL Chapter 40 Section 21D are heard and enforced in District Court. If the fines under Section 21D are upheld by the District Court, but remain unpaid, the City could file a criminal complaint. This last recourse is rarely if ever used.

Violations of the state building code, state fire code and state housing and sanitary code violations can be addressed in the Housing Court. The City has been successful in Housing Court getting state housing and sanitary code violations corrected.

The City may also file a civil complaint in the Superior Court seeking an injunction ordering an individual to comply with the City Code and in the alternative seeking authorization to access the property to address and remediate the City Code violations at the individual's cost.

To address situations similar to those at 53 Roberts Street, the City may wish to consider updating its current ordinance. Councilor Conant forwarded a sample ordinance to allow gardens with native plants and has a more enforceable definition of weeds.

Respectfully,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the left.

Stephen Pagnotta

SNP/hlg



CITY OF PITTSFIELD
HEALTH DEPARTMENT, 100 NORTH STREET, PITTSFIELD, MA 01201

February 6, 2024

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

- Current Status on 53 Robert Street Code Enforcement

Dear Councilors:

I wanted to send a communication providing an update on the status of 53 Robert St. The Health Department has an open code enforcement action on this property. There was a fallen tree on the property in the fall of 2023. An order was issued, and the owner was not responsive to the order. An interested party (relative of the owner) took the responsibility of hiring a tree contractor to remove the fallen tree and debris. That interested party plans to address the remaining violations this coming spring. They have asked for an extension in writing citing weather conditions. The Health Department has granted the extension and will follow up in the spring.

Sincerely

A handwritten signature in black ink that reads "Andy Cambi".

Andy Cambi
Director of Public Health



City of Pittsfield

.....March 13, 2024.....

To the City Council of the City of Pittsfield: —

The Committee on Traffic Committee

to whom was referred the

A petition from Tyler Shedd, City Engineer, requesting the Traffic Commission look into changes to the intersection of Fenn Street, North Street, and Depot Street

having considered the same, report and recommend that

it be approved

3/0

Respectfully submitted,

Mark T. Brennan

Chairman



CITY OF PITTSFIELD

DEPARTMENT OF PUBLIC SERVICES & UTILITIES, 100 NORTH ST, PITTSFIELD, MA 01201 413-499-9330

Intersection Study for - Fenn Street at the intersection of North Street, Fenn Street, Depot Street

Honorable members of the City Council,

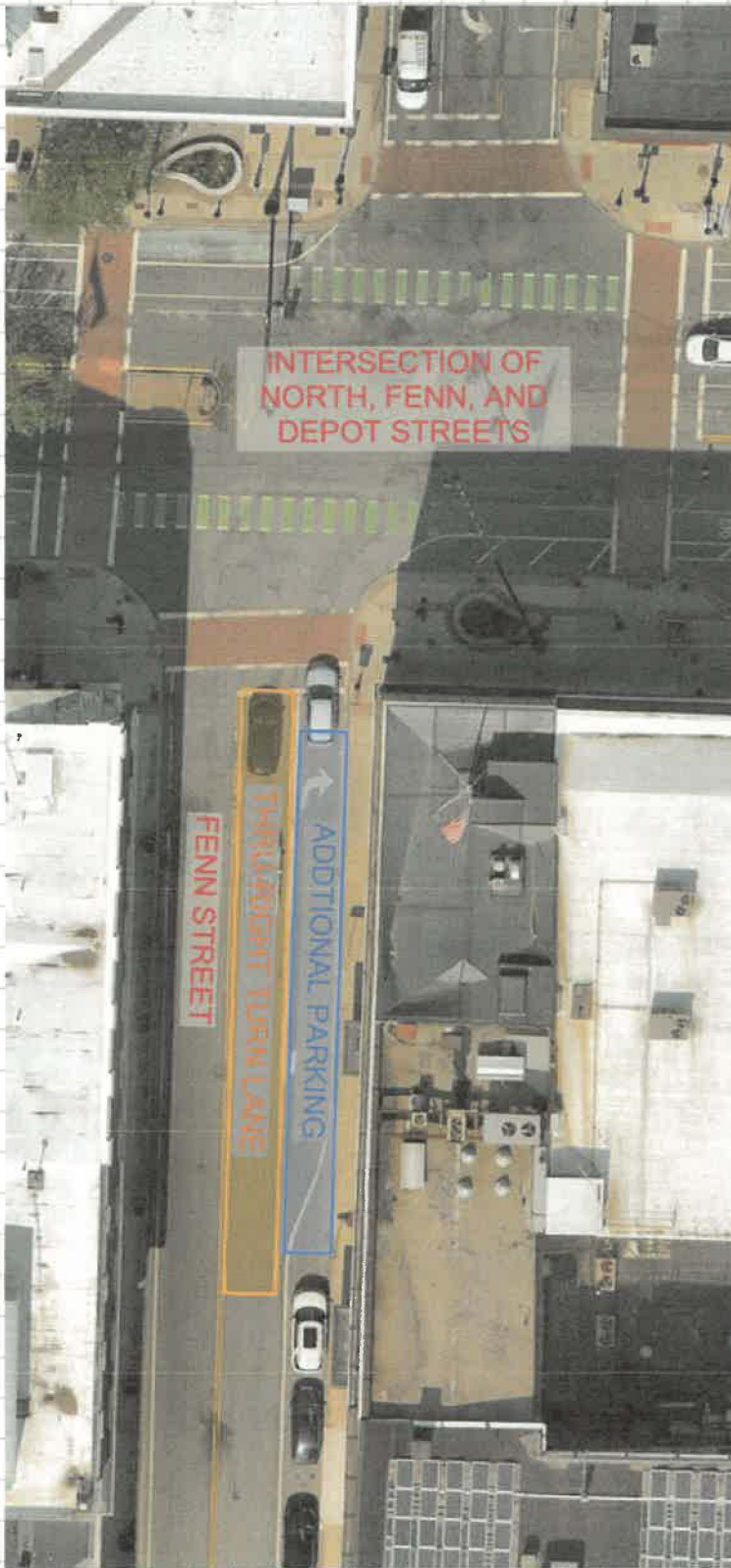
I request that the council ask the traffic commission look into changes to the Fenn Street side of the intersection of North, Fenn, and Depot Streets. Concerns have been raised over near miss accidents between adjacent vehicles making the thru and right turn movements simultaneously. The specific cause being the misalignment of Fenn Street and Depot Street requiring the thru lane to partially turn right, and thru drivers making the adjustment to the right too soon. I would like the commission to consider combining the thru and right turn lanes into a single lane, and either extend the parallel parking (4-5 additional spaces) on Fenn to the intersection where the current right turn only lane is or make the thru lane a left turn only and the right turn only lane a thru and right turn lane. Refer to attached sketches labeled Alternative A: "Additional Parking" and Alternative B: "Additional Turn Lane"

Sincerely,

A handwritten signature in blue ink that reads "Tyler Shedd".

Tyler Shedd, P.E.
City Engineer

cc: Ricardo Morales, Commissioner of Public Services



INTERSECTION OF
NORTH, FENN, AND
DEPOT STREETS

FENN STREET

THRUWAY TURN LANE

ADDITIONAL PARKING



CITY OF PITTSFIELD

DEPARTMENT OF PUBLIC SERVICES & UTILITIES
ENGINEERING DIVISION
100 NORTH STREET
PITTSFIELD, MA 01201

**ALTERNATIVE A:
"ADDITIONAL PARKING"**

DATE:

9/5/2023

DRAWN BY:

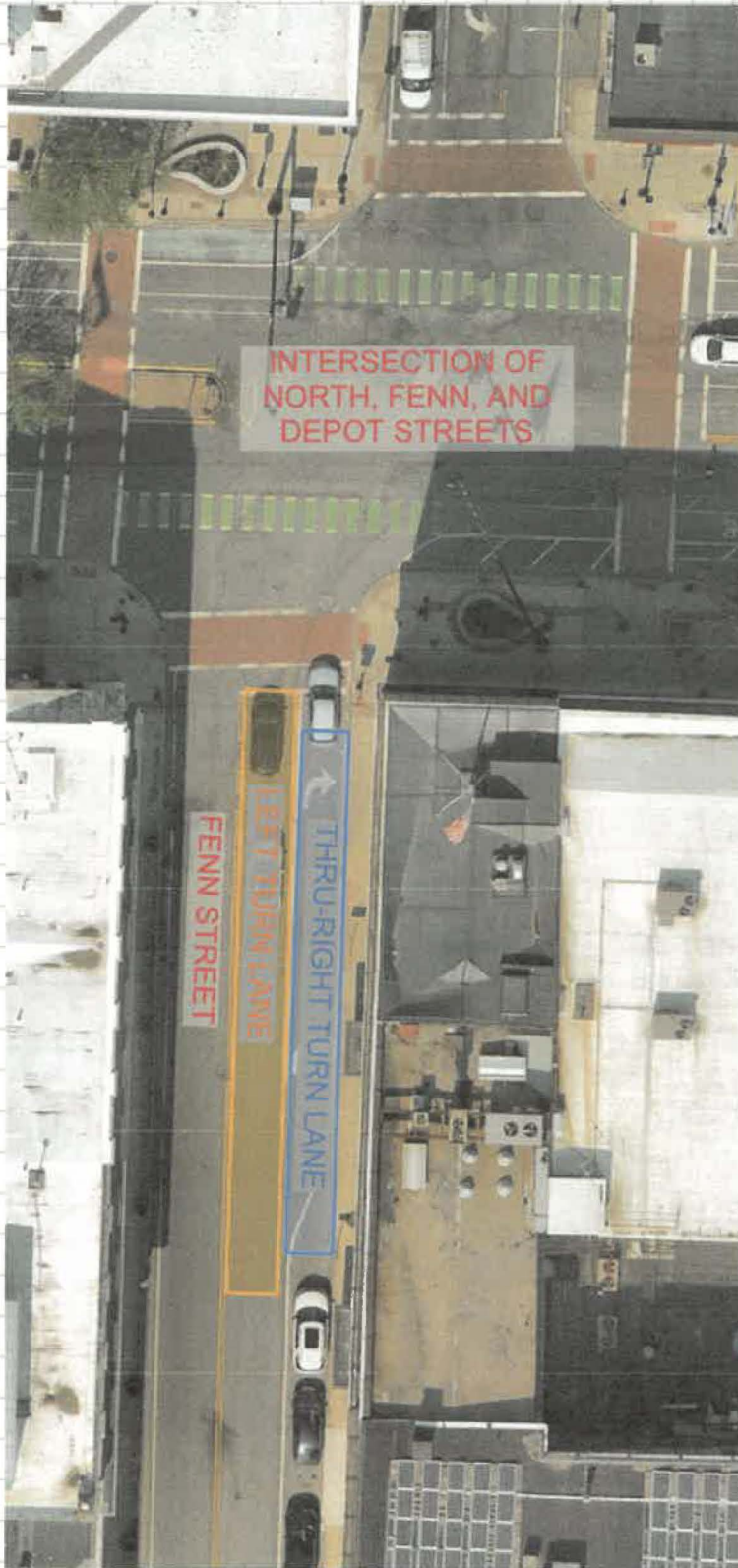
TAS

APPROVED BY:

SCALE:

NTS

STANDARD NO:



CITY OF PITTSFIELD

DEPARTMENT OF PUBLIC SERVICES & UTILITIES
ENGINEERING DIVISION
100 NORTH STREET
PITTSFIELD, MA 01201

**ALTERNATIVE B:
"ADDITIONAL TURN LANE"**

DATE:
9/5/2023

DRAWN BY:
TAS

APPROVED BY:

SCALE:
NTS

STANDARD NO:



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2024 APR 17 AM 9:40

April 16, 20 2024

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request the addition of Council Rule 32B.

Proposed Rule 32B: The President may act as a voting member of any standing committee for the purpose of achieving a quorum in the event a meeting would otherwise need to be cancelled or not be scheduled within a reasonable amount of time. In the event the President is a member of the standing committee or unavailable for meeting requiring a quorum the President may name a designee as a voting member.

Respectfully Submitted

Peter T. White
City Council President

2024 APR 17 AM 9:40



City of Pittsfield

April 16, 20 2024

To the City Council of the City of Pittsfield:-

The undersigned respectfully

I respectfully request a full update on the progression of the drainage project slated for 2024 for 9 Newell Street from Commissioner Morales and City Engineer Tyler Shedd. Please include a timeline of the project and contractors who have bid to complete the project.

MJWrinn
Councilor Matt Wrinn-Ward 3



CITY OF PITTSFIELD

Department of Public Services and Utilities – Engineering Division 70 Allen Street Pittsfield, MA (413) 499-9327

April 17, 2024

To the honorable members of City Council

Re: No Parking Newell Street North of Lyman

I request that the council refer to the traffic commission the attached order prohibiting parking on the west side of Newell Street north of Lyman. The parking is currently prohibited within 15 feet of the intersection, however upon request through Accella the sight distances observed were borderline and lengthening the prohibition of parking would considerably improve visibility of south bound vehicles on Newell to vehicles on Lyman Street.

Best regards,

A handwritten signature in black ink that reads "Tyler Shedd". The signature is written in a cursive style with a large, prominent "T" and "S".

Tyler Shedd
City Engineer

City of Pittsfield
M A S S A C H U S E T T S
IN CITY COUNCIL
AN ORDER

TRAFFIC ORDER

No.

Ordered:

AMENDING PARKING REGULATIONS ON NEWELL STREET

Section 1

That Traffic Order #10, approved October 30, 1967, establishing ways and parts of ways upon which parking is prohibited, is hereby further amended by adding thereto:

Newell Street

West Side:

From Lyman Street to a point fifty (50) feet North of Lyman Street.

Section 2

That this order shall take effect upon approval by the City Council of the City of Pittsfield, seven days after publication by the City Clerk and upon erection of the official signage.