



CITY OF PITTSFIELD
REGULAR MEETING
PITTSFIELD CITY COUNCIL
CITY COUNCIL CHAMBERS

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2024 DEC -5 AM 11:08

December 10, 2024, at 6:00 p.m.

AGENDA

1. Roll Call
2. Open microphone
3. Approval of the November 26, 2024, minutes

APPOINTMENTS

4. A communication from Mayor Marchetti appointing Jesse LaPlante to the Animal Control Commission
5. A communication from Mayor Marchetti appointing Jennifer Reynolds as Director of the Council on Aging/Senior Center
6. A communication from Mayor Marchetti appointing Devon Grierson as the City Solicitor

COMMUNICATIONS FROM HIS HONOR THE MAYOR

7. A communication from Mayor Marchetti on an Order to accept a grant of funds in the amount of \$18,000.00 from the Massachusetts Department of Conservation and Recreation
8. A communication from Mayor Marchetti on an Order accepting a grant of funds in the amount of \$40,000.00 from the Massachusetts Executive Office for Administration and Finance, Office on Disability
9. A communication from Mayor Marchetti on an Order accepting a grant of funds in the amount of \$15,000.00 from the Massachusetts Cultural Council for a Cultural District Grant
10. A communication from Mayor Marchetti on an Order accepting a grant of funds in the amount of \$64,763.75 from the Massachusetts Executive Office of Public Safety and Security
11. A communication from Mayor Marchetti on a presentation with the quarterly ARPA update
12. A communication from Mayor Marchetti on an Order authorizing the assignment of the ground lease of Lot #4 at the Westwood Center from Leonard F. Gigliotti to the Leonard F. Gigliotti Trust

PUBLIC HEARING

13. A public hearing on a petition from on a petition from the Community Development Board to amend City Code, Chapter 23, Article 23-6 "Flood plain District"

REPORTS OF COMMITTEES

A Report from the Ordinances and Rules Committee

14. A report from the Ordinances and Rules Committee on a petition from the Community Development Board to amend City Code, Chapter 23, Article 23-6 "Flood plain District", recommending to approve 5/0

A Report from the Finance Committee

15. A report from the Finance Committee on an Order authorizing the City of Pittsfield to accept a conveyance and donation of land at 50 Center Street, recommending to refer to the Mayor to create a committee to study the carousel project 5/0

UNFINISHED BUSINESS

16. 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*)

MATTERS TENTATIVELY REFERRED BY THE PRESIDENT UNDER RULE 27

Referred to the Ordinances and Rules Committee

17. A petition from LeMarr Talley requesting to establish a case study to amend the adoption of City Code, Chapter 18 ½ (a), (d) and 18 ½ 9 (a), (i)

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

November 26, 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, Persip, Serre,
Warren, White and Wrinn

Absent: Councilor Lampiasi

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

REVISED AGENDA

The microphone was open to the public in which no one appeared to speak.

Approval of the November 12, 2024, minutes. *Councilor Conant made a motion to approve carried by a unanimous vote of the ten members present.*

APPOINTMENTS

A communication from Mayor Marchetti appointing Noel Henebury to the Commission on Tourism. *Councilor Conant made a motion to approve carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti appointing Chloe Rychcik to the Human Services Advisory Council. *Councilor Conant made a motion to approve carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti reappointing Jennifer Stokes and Katelynn Miner to the Homeless Advisory Committee. *Councilor Conant made a motion to approve carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti appointing David Pill to the Pittsfield Housing Authority. *Councilor Conant made a motion to approve carried by a unanimous vote of the ten members present.*

COMMUNICATIONS FROM HIS HONOR THE MAYOR

A communication from Mayor Marchetti notifying the Council of the appointment of Michael McCarthy to the Pittsfield Housing Authority as the Governor's appointee. *Councilor Conant made a motion to accept the communication carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti notifying the Council of the appointment of JP Murphy as Permanent Lieutenant within the Pittsfield Police Department. *Councilor Conant made a motion to accept the communication carried by a unanimous vote of the ten members present.* Chief Dawley introduced and congratulated Lieutenant JP Murphy.

A communication from Mayor Marchetti on a presentation to the graduates of the Citizens Academy. The Mayor introduced and thanked Catherine VanBramer for continuing to carry on the Citizen's Academy. Catherine thanked the department heads and everyone who helped make the program a success. All participants were congratulated and given a certificate. *Councilor Conant made a motion to accept the presentation and place on file.* Councilor Costa congratulated the class and encouraged them not only to become a board member but also to run for office. *The motion was carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti on an Order to accept a grant of funds in the amount of \$5,777.66 from the Bureau of Justice Assistance. *Councilor Conant made a motion to approve the Order carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti on an Order to accept a grant of funds in the amount of \$60,000.00 from the Massachusetts Executive Office of Public Safety and Security. *Councilor Conant made a motion to approve the Order carried by a unanimous vote of the ten members present.*

REPORTS OF COMMITTEES

A Report from the Ordinances and Rules Committee

A report from the Ordinances and Rules Committee on a communication from Commissioner Morales concerning snow and ice removal on Private Ways, recommending to place on file 5/0. *Councilor Persip made a motion to accept the report and place on file carried by a unanimous vote of the ten members present.*

A report from the Ordinances and Rules Committee on an Ordinance amending City Code, Chapter 2, Administration, Article XLII, Commission on Tourism, recommending to approve 5/0. *Councilor Conant made a motion to accept the report carried by a unanimous vote of the ten members present. Councilor Conant made a motion to Ordain carried by a unanimous roll call vote of the ten members present.*

A report from the Ordinances and Rules Committee on an Ordinance amending City Code, Chapter 6, Finance and Administration, Article XVI, Senior Work Off Program, Section 6-74, recommending to approve 5/0. *Councilor Conant made a motion to accept the report carried by a unanimous vote of the ten members present. Councilor Conant made a motion to Ordain carried by a unanimous roll call vote of the ten members present.*

A report from the Ordinances and Rules Committee on a petition from Councilor Warren and Kronick requesting an Ordinance to discipline an employee who violates a charter provision dealing with finances with a loss of wages, recommending to place on file 5/0. *Councilor Warren made a motion to accept the report and place on file carried by a unanimous vote of the ten members present.*

A report from the Ordinances and Rules Committee on a petition from Councilor Persip and Warren requesting to amend City Code, Chapter 20, Section 20-21 removal of snow from sidewalks, recommending to approve 5/0. *Councilor Warren made a motion to accept the report carried by a unanimous vote of the ten members present. Councilor Warren made a motion to Ordain.* Councilor Warren stated that he and Councilor Persip are concerned that children who walk to school have a safe place. Many changes have been added to this section and asked for council support. Councilor Costa asked the Mayor what happens when someone is unable to clear their own sidewalk. The mayor stated that currently there is nothing in place, last year they

were unable to get a program off the ground. Last year they were trying to get twenty people to sign up and match them up with a snow buddy and he will look into it. Councilor Costa suggested that neighbors help their neighbors. She will support. *The motion to Ordain carried by a unanimous roll call vote of the ten members present.*

A report from the Ordinances and Rules Committee on a petition from Councilor Warren amending City Code by adding Chapter 18 ½ Surveillance Technology oversight. *Councilor Warren made a motion to accept the report carried by a unanimous vote of the ten members present. Councilor Warren made a motion to Ordain.* Councilor Costa asked Councilor Warren who was involved in designing this ordinance. Councilor Warren stated that this has been an issue that many communities have looked at. The Massachusetts MCLU put together a draft petition that he looked at as a guideline that was submitted. Attorney Pagnotta did a lot of work by contacting other communities along with work from the IT Chief Information Officer and the Commissioner. Councilor Costa asked Director Zawistowski if this meets requirements. He stated that he cannot speak to the council requirements. It has not changed substantially from an IT perspective. Councilor Costa asked Chief Dawley if this has any ability to impact the way our community is policed. Chief Dawley stated this will not impact the way we police. His main concern is criminal investigations that cannot be let out to the community to compromise the investigations. He is in favor of this ordinance. Councilor Wrinn said it is imperative that we make sure that law enforcement agencies are given proper access to under legal advisement. Councilor Warren pointed out that this is a change that Attorney Pagnotta requested to remove criminal defendants.

The motion to Ordain carried by a unanimous roll call vote of the ten members present.

The following 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*)

NEW BUSINESS

A petition from Councilors Warren and Noto requesting to support the appointment of at least one Associate Justice of the Appeals Court from Western Massachusetts, Berkshire County area. Councilor Warren stated that other communities have made similar requests and believes that representation from the Berkshires is necessary for our constituents. Councilor Noto stated this is not a normal petition, however this is important to support regional diversity in our appeals courts. She encouraged councilors to support. Councilor Amuso stated that Western Mass is often forgotten and believes two representatives from this area would be more appropriate. Councilor Noto stated that vacancies are filled as they come up, but she would agree the more the merrier. *Councilor Amuso made a motion to amend the petition to support two Associate Justices which was supported by a unanimous vote of the ten members present. The motion to approve as amended carried by a unanimous vote of the ten members present.*

MATTERS TENTATIVELY REFERRED BY THE PRESIDENT UNDER RULE 27

Referred to the Chief of Police

A petition from Councilor Kavey requesting a detailed report on the status of implementing body-worn cameras

Referred to the Community Development Board

A petition from the Community Development Board to amend City Code, Chapter 23, Article 23-2, Section 2.2, and Article 23-9, Section 9.101 to allow for Accessory Dwelling Units (ADUs)

At 6:37p.m., Councilor Conant 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

December 3, 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 for your consideration the appointment of Jesse LaPlante of 60 Dexter Street, Pittsfield, MA to the Animal Control Commission. Ms. LaPlante will fill the remainder of a term expiring September 12, 2025.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure

Jesse LaPlante

Pittsfield, MA 01201 | 413-329-7355 | jlaplante716@gmail.com

PROFESSIONAL EXPERIENCE

LOCAL APPLIANCE REPAIR

Pittsfield, MA

Office Manager

April 2024-Present

- Support business operations by maintaining office systems
- Maintain office services by organizing office operations and procedures, preparing payroll, managing correspondence, designing filing systems, reviewing and approving supply requisitions
- Maintain bookkeeping; recording daily transactions, maintaining ledgers, track debits and credits and ensuring bank statements match other records and fix any issues.
- Maintain accurate calendars for key individuals, updating schedules with changes and cancellations

GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

Pittsfield, MA

Operations Senior Consultant

August 2019-April 2024

- Drive change management process to effectively implement process improvements and system enhancements
- Work in conjunction with technical partners to identify and prioritize defect fixes and system enhancements
- Provide support to drive comprehensive systems testing to ensure operational readiness
- Collaborate with audit staff to review audit recommendations and implement required changes
- Generate and lead new projects and initiatives with an emphasis on cost reduction, operational efficiency, and service excellence
- Collaborate on cross functional projects and special assignments, acting as subject matter expert and department liaison
- Model and be a change champion to move the organization forward in support of strategic goals and objectives

GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

Pittsfield, MA

Operations Consultant

January 2017-August 2019

- Maintain knowledge of business operations to effectively serve as department liaison, representing the needs of management and the team
- Assisted with planning and reviewing of system test plans and verification of results
- Create and maintain department procedures and other training materials
- Create, maintain and utilize reporting and analytics to drive business improvements with an emphasis on service excellence and efficiency
- Assisted with peer-to-peer coaching and education as it relates to routine, specialty or complex product features or processing systems

GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

Pittsfield, MA

New Business Case Manager

August 2015-December 2016

- Earned the trust and confidence of customers by assuming ownership of the customer experience, making adjustments to strengthen customer touch points and interpersonal skills
- Possess in depth knowledge of business operation systems, workflows and downstream impacts
- Operate at a high level to consistently meet or exceed business unit quality and productivity standards
- Operate with a high degree of discretion and applied independent decision making, with the ability to think outside the box and take calculated risks
- Execute model behavior that built relationships with agents, agency staff and policyholders to develop loyalty and enhance customer experience
- Provided quality, courteous and seamless customer services to all customers via inbound telephone interactions and emails.

GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

Pittsfield, MA

Associate New Business Administrator

February 2014-July 2015

- Actively listened to customers and solicited their feedback to better understand their needs and inquiries
- Employed “out of the box” thinking through creative problem-solving analytics resulting in issue resolution.
- Execute data entry processing functions within Time Standards
- Execute training for updated database

THE BERKSHIRE EAGLE

Pittsfield, MA

Call Center Manager

October 2008-February 2014

- Manage up to five employees in the Call Center and am responsible for the overall direction, coordination and evaluation of the department, including interviewing, hiring and training new employees; planning, assigning and directing work responsibilities; appraising performance; addressing complaints and resolving problems
- Authorize customer credits and write offs
- Work with all outside telemarketing and kiosk companies
- Creating and scheduling all promotional advertising for the Circulation Department
- Completing and submitting all Single Copy payments and paper returns spreadsheets by weekly deadlines
- Overcoming difficult customer as well as maintaining our subscriber database

EDUCATION

BERKSHIRE COMMUNITY COLLEGE

Pittsfield, MA

Associate in Arts

2015

VOLUNTEER WORK

BERKSHIRE COUNTY MEALS ON WHEELS

Pittsfield, MA

Delivery Driver

2015-2018

PITTSFIELD SOUTH LITTLE LEAGUE BOARD MEMBER

Pittsfield, MA

Treasurer

2012-2014

At Large Member

2011

References:

Available upon request.



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

Peter M. Marchetti
Mayor

December 3, 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 for your consideration the appointment of Jennifer Reynolds as the Director of the Council on Aging/Senior Center.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure

JENNIFER REYNOLDS




CONTACT

 Reynoldsj3@comcast.net

South Deerfield, Ma



EDUCATION

 **UNIVERSITY OF MASSACHUSETTS WORKPLACE LEARNING AND DEVELOPMENT**
Supervisory Leadership Development Academy
2015

 **NASSAU COMMUNITY COLLEGE**

PROFILE:

Professional, efficient, hardworking individual with experience in public relations, communications, creative problem solving, human resources, Elder Affairs, administrative budgetary and supervisory functions.

EXPERIENCE

DIRECTOR OF THE TOWN OF BERNARDSTON SENIOR CENTER

January 2022- Present

Responsible for administrative, fiscal management, managerial, supervisory and social service work in connection with the needs, development, implementation of support programs, services, events, activities and facilities of a multi-purpose Council on Aging and Senior Center. Supervises employees on a regular basis; supervisory responsibilities may include clerical or other staff, Senior Aides, volunteers, and program contract help. Skilled in leading program volunteers, staff and program contractors in best practices for accomplishing their work. Transportation Administrator for Bernardston and Northfield. Responsible for FRTA transportation contract, staffing and reporting. Responsible for following Personnel Policies and Procedures for the Town of Bernardston in all staff matters.

SENIOR SERVICES OFFICE MANAGER, TOWN OF AMHERST

June 2018- January 2022

Performs a full range of complex administrative support duties for optimal functioning of the Amherst Senior Center. Duties are often varied and complex requiring considerable knowledge of municipal operations. Manages over 150 volunteers, 35 Senior Tax Work off participants and assists over 5000 seniors in Amherst and Pelham. Serves as back up for HVES Meals on Wheels program that serves over 100 people daily. Program Coordinator that initiates programming ideas

and outreach as well as Friday chats and veterans group. Editor of the Senior Spirit newsletter. Promote bi-lingual programming and a diversified environment.

PARKING ENFORCEMENT SUPERVISOR TOWN OF AMHERST

November 2013- 2018

Operations supervisor of parking. Increasing responsibilities including customer service, training new employees, equipment repair and maintenance, money collections and coordinating with businesses and vendors. Assist Police with voting, matroning, all events in downtown, posting warrants and administrative support with Blarney Blowout and annual APD golf tournament.

VOLUNTEER & AWARDS

2024 Massachusetts Council On Aging Innovation of the Year Award

October 2024 Massachusetts Broadband Institute Top Innovator in Digital Inclusion Award

May 2024 NCOA Program of Excellence Award

January 2022- Present FRTA Advisory Board

January 2021- 2022 Organize a group of volunteers that secured over 2000 vaccine appointments for area seniors, endorsed and advertised by Representative Mindy Domb.

2009- 2021 SEIU 888 Chapter Chair for Amherst Town Employees

2018-2020 SEIU 888 Executive Board

REFERENCES

Mary Beth Ogulewicz LCSW, JD
Commonwealth of Massachusetts District Court Judge
56 Bank Row
Greenfield, Ma 01301
(413)923-2717



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

Peter M. Marchetti
Mayor

December 3, 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 for your consideration the appointment of Devon Grierson as the City Solicitor

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure

Devon W. Grierson, Esq.

devongrierson@gmail.com

ADMISSIONS:

- Massachusetts (November 2011)
- United States District Court of Massachusetts (November 2012)

EXPERIENCE:

CITY OF SPRINGFIELD

Springfield, MA (May 2023 – Present)

First Associate City Solicitor

- Provide advice on legal matters to all city departments, boards, and commissions. Supervise the Legal Services division of the Law Department and draft and approve the form of all contracts issued by the City.
- Represent the City of Springfield, the Springfield Police Department and the Springfield Public Schools in litigation matters, including Federal, Superior Court and District Court actions
- Engage in compliance reviews with the Springfield Police Department arising out of litigation with the Department of Justice
- Act as hearing officer in disciplinary matters involving city employees

NUCIFORO LAW GROUP, LLC

Pittsfield, MA (April 2018 – April 2023)

Partner

- Represented clients in conveyancing, regulatory matters, zoning, and forming and financing business interests
- Represented commercial clients in licensing, regulatory compliance and mergers and acquisitions
- Engaged in direct civil litigation from inception through discovery, depositions, summary judgment, settlement negotiations and trials in state and federal courts

AARONSON & ASSOCIATES, P.C.

Pittsfield, MA (February 2012 – April 2018)

Associate Attorney

- Represented clients in the areas of personal injury, insurance litigation, commercial and residential real estate, landlord-tenant, estate planning, divorce and municipal law.
- Engaged in direct litigation, conducted depositions, discovery, summary judgment hearings, motion practice, settlement negotiations and trials in state and federal courts

MILDRED ELLEY SCHOOL, INC.

Pittsfield, MA (January 2015 – December 2017)

Adjunct Instructor

- Part-Time adjunct instructor in a paralegal certificate program in business law, family law and real estate

DALSEY, FERRARA AND ALBANO
Springfield, MA (January 2011 – February 2012)

Law Clerk

- Researched and analyzed case and statutory law on issues including real estate, insurance subrogation and defense, personal injury, federal criminal defense, and commercial law.
- Drafted briefs, memoranda, and other pleadings.
- Worked independently providing daily research and analysis as needed.

NATIONAL DISTRICT ATTORNEYS ASSOCIATION
Alexandria, VA (May 2010 – August 2010)

Law Clerk

- Conducted legal research and assisted senior and staff attorneys with technical assistance for prosecutors and allied criminal justice professionals.

UNITED STATES ATTORNEY'S OFFICE
Springfield, MA (Spring Semester 2010)

Clinical Externship

- Researched, analyzed, and wrote legal memoranda and briefs for pending court matters, both civil and criminal.
- Participated in extensive courtroom observation, legal research, and legal writing.

EDUCATION:

WESTERN NEW ENGLAND UNIVERSITY SCHOOL OF LAW
Springfield, MA [REDACTED]

Juris Doctor, cum laude [REDACTED]

- Graduated in the top 15% of class
- Dean's List - Fall [REDACTED] and Spring [REDACTED]
- Western New England Law Review – Associate Editor
- Winner of the CALI award for excellent achievement in the study of:
 - Criminal Law [REDACTED]
 - Evidence [REDACTED]
 - Administrative Law [REDACTED]

UNIVERSITY OF MASSACHUSETTS - AMHERST
Amherst, MA [REDACTED]

Bachelor of Arts, Political Science [REDACTED]



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

Peter M. Marchetti
Mayor

December 3, 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 \$18,000.00 from the Massachusetts Department of Conservation and Recreation.

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

December 4, 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 2025.

Sincerely,

Justine Dodds
Director

cc. City Accountant

City of Pittsfield

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

No. _____

IN CITY COUNCIL

AN ORDER

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, the Executive Office for Administration and Finance, and the Operational Services Division 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, 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 forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION			COMMONWEALTH INFORMATION		
Contractor Legal Name City of Pittsfield, MA		d/b/a	Department DCR		MMARS Code
Legal Address As entered on Form W-9 or Form W-4 70 Allen St., Pittsfield MA 01201		Contract Manager Name Jarrett Sparks		Business Mailing Address 10 Park Plaza, Suite 6620, Boston, MA 02	
Contract Manager Name James McGrath			Billing Address If Different		
Phone 413.499.9344	Email jmcgrath@cityofpittsfield.org	Fax 413.395.0152	Phone 617-659-0931	Email jarrett.b.sparks@mass	Fax
Vendor Code vc 6000192128			MMARS Doc ID(s) 5CTDCR7400PITTSF2025		
Vendor Code Address ID AD 001 e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			RFR/Procurement or Other ID Number BD-251020-DCRCU-DC250-109295		
<input checked="" type="radio"/> NEW CONTRACT			<input type="radio"/> CONTRACT AMENDMENT		
Procurement or Exception Type (Check one option only) <input type="radio"/> Statewide Contract (OSD or an OSD-designated department.) <input type="radio"/> Collective Purchase (Attach OSD approval, scope, and budget.) <input checked="" type="radio"/> Department Procurement - Includes all Grants 815 CMR 2.00. (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) <input type="radio"/> Emergency Contract (Attach justification for emergency, scope, and budget.) <input type="radio"/> Contract Employee (Attach Employee Status Form, scope, and budget.) <input type="radio"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="radio"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)			Current Contract End Date PRIOR to Amendment		Amendment Amount Or Enter "No Change"
			Amendment Type (Check one option only. Attach details of amendment changes.) <input type="radio"/> Amendment to Date, Scope, or Budget (Attach updated scope and budget.) <input type="radio"/> Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="radio"/> Contract Employee (Attach any updates to scope or budget.) <input type="radio"/> Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)		
TERMS AND CONDITIONS					
The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding (Check ONE option): <input checked="" type="radio"/> Commonwealth Terms and Conditions <input type="radio"/> Commonwealth Terms and Conditions for Human and Social Services <input type="radio"/> 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="radio"/> 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="radio"/> Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$18,000					
PROMPT PAYMENT DISCOUNTS (PPD)					
Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy .					
Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within: 10 days % PPD. 15 days % PPD. 20 days % PPD. 30 days % PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> Statutory/legal <input type="checkbox"/> Ready Payments (M.G.L. c. 29 § 23A) <input checked="" type="checkbox"/> Agree to standard 45-day cycle <input type="checkbox"/> Only initial payment					
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 City of Pittsfield - BD-251020-DCRCU-DC250-109295					
SUPPLIER DIVERSITY PROGRAM (SDP) PLAN					
Does the Supplier Diversity Program apply? <input checked="" type="radio"/> YES If YES, the Contractor's annual SDP commitment for this Contract is <input type="radio"/> NO If NO, and the department is an Executive Department, enter the appropriate exemption:					
ANTICIPATED START DATE (Complete ONE option only.)					
The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. 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, 2025, 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 Signature and date must be captured at time of signature.			AUTHORIZING SIGNATURE FOR THE COMMONWEALTH Signature and date must be captured at time of signature.		
Signature		Date	Signature		Date
Print Name		Print Title	Print Name		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

December 3, 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 \$40,000.00 from the Massachusetts Executive Office for Administration and Finance, Massachusetts Office on Disability, for the FY25 Municipal ADA Improvement Grant.

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

December 2, 2024

TO THE HONORABLE MAYOR:

Requested hereby is your authorization to accept a grant of funds in the amount of \$40,000 from the Commonwealth of Massachusetts, Executive Office for Administration and Finance, Massachusetts Office of Disability. This FY25 *Municipal ADA Improvement Grant* is intended to fund the ADA transition plan update required in the city's Open Space and Recreation Plan. The city will be working with the Berkshire Regional Planning Commission on this project.

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 MASSACHUSETTS EXECUTIVE OFFICE FOR
ADMINISTRATION AND FINANCE

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 Forty Thousand Dollars (\$40,000.00) from the Commonwealth of Massachusetts, Executive Office for Administration and Finance and that said funds may be expended pursuant to Massachusetts General Laws, Chapter 44, section 53A, and in accordance with the provisions of the grant award, a copy of the contract scope of work which is attached to this Order.

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: (and d/b/a): <u>Pittsfield</u>		COMMONWEALTH DEPARTMENT NAME: Massachusetts Office on Disability MMARS Department Code: <u>OHA</u>	
Legal Address: (W-9, W-4): <u>70 ALLEN STREET, Pittsfield, MA 01201</u>		Business Mailing Address: <u>1 ASHBURTON PLACE, ROOM 1305, BOSTON, MA, 02108</u>	
Contract Manager: <u>JAMES MCGRATH</u>	Phone: <u>(413)499-9344</u>	Billing Address (if different): <u>SAME</u>	
E-Mail: <u>pmarchetti@cityofpittsfield.org</u>	Fax:	Contract Manager: <u>Michael Dumont</u>	Phone: <u>617-727-7440</u>
Contractor Vendor Code: <u>VC6000192129</u>		E-Mail: <u>MICHAEL.DUMONT@MASS.GOV</u>	Fax: <u>617-727-0965</u>
Vendor Code Address ID (e.g. "AD001"): <u>AD001</u> (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number:	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <u>Other Procurement Exception</u> (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: <u> </u> , 20 <u> </u> . Enter Amendment Amount: \$ <u> </u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> <u>Amendment to Date, Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Other Procurement Exception</u> (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"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u>			
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"/> <u>Rate Contract.</u> (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"/> <u>Maximum Obligation Contract.</u> Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ <u>40,000</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <input 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: <u>Municipal ADA Improvement Grant Program, FY25: Design/update a Self Evaluation and Transition Plan.</u>			
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 no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of <u> </u> , 20 <u> </u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of <u> </u> , 20 <u> </u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, 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: X: <u><i>Peter Marchetti</i></u> <small>Peter Marchetti (Nov 25, 2024 12:39 EST)</small> Date: <u>Nov 25, 2024</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Peter Marchetti</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u><i>Julia O'Leary</i></u> <small>Julia O'Leary (Nov 25, 2024 12:39 EST)</small> Date: <u>Nov 25, 2024</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Julia O'Leary</u> Print Title: <u>General Counsel</u>	

GRANT AGREEMENT

This Grant Agreement [“Agreement”] is made by and between the Commonwealth of Massachusetts, acting by and through the Executive Director of the Massachusetts Office on Disability (MOD) on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF), and the Pittsfield [“Grantee”] acting through Peter M. Marchetti.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount specified in paragraph 1.1, as authorized under the Commonwealth of Massachusetts Five-Year Capital Investment Plan – FY2023–FY2027 and Chapter 140 of the Acts of 2022, Section 2, Item 1100-2515 for a Municipal ADA Improvement Grant to fund capital improvements or planning [the “Project”] as described herein.

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as the Commonwealth assuming responsibility or liability for the completed Project.

SECTION 1. PROJECT SCOPE

1.1 The scope of the Project to be funded under the EOAF Grant will include:

The Grantee will hire vendors with EOAF Grant funds to conduct the following scope of work: Complete a ADA Self-Evaluation and Transition Plan encompassing all of Grantee’s facilities, activities, programs and services. The maximum EOAF Grant amount authorized is \$40,000. Disbursement of funds to Grantee is contingent upon MOD’s receipt of detailed, itemized invoices showing incurred expenses between the date of contract execution and June 30, 2025, as described in Section 2.

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to the FY2023-FY2027 Capital Investment Plan; the information provided in the grant application; and any other information EOAF or MOD may require.

The grant award will be disbursed upon the Commonwealth’s receipt of Grantee’s request for reimbursement, including itemized invoices showing expenses incurred by Grantee, as set forth in paragraphs 2.2 through 2.6. Grantees should submit all invoices with the request for reimbursement at the end of the grant and should not send them individually throughout the grant cycle.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: (i) salaries and wages of Grantee staff; (ii) legal fees; (iii) travel, meal and entertainment expenses; (iv) overhead and supplies; (v) project costs

incurred prior to the execution and subsequent to termination of this Agreement; and (vi) costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 All approved expenses must be incurred by June 30, 2025. Grantee will forfeit reimbursement for any remaining award unused by June 30, 2025. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

2.6 Upon completion of the Project, and no later than July 11, 2025, Grantee shall submit a request for reimbursement that includes a cover letter stating the total amount of reimbursement sought by Grantee; and itemized invoices of all reimbursable costs incurred for the Project. The itemized invoices shall not include costs excluded from reimbursement in paragraph 2.2. The Commonwealth may reject any requests for reimbursement received after July 11, 2025.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to MOD, in addition to a report certifying project completion, the following documentation: (i) copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; (ii) any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; (iii) documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; (iv) a certificate of occupancy of the Project or portions of the Project as applicable by law; (v) a statement from the Grantee certifying to the best of their knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations; (vi) photo documentation of the project in its before, during, and after phases; and (vii) a statement from the Grantee describing how the project improved accessibility access in its community.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: (i) Executive Order 592 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; (ii) the State Prevailing Wage Law (M.G.L. Ch.149, Sections 26 to 27H); (iii) Title VI of the Civil Rights Acts of 1964, as amended; (iv) Environmental Impact Requirements (M.G.L. Ch.30, Sections 61 to 62I); (v) Historic Preservation Requirements (M.G.L. Ch.9, Sections 26 to 28) and applicable regulations; (vi) Title II of the Americans with Disabilities Act (42 USC 12132) and applicable regulations and guidance, including the 2010 ADA Design Standards; (vii) Architectural Access Board Requirements (M.G.L. Ch.22, Section 13A) and applicable regulations; (viii) the MBTA Communities Act (M.G.L. Ch. 40A, Section 3A); and (ix) legal requirements relating to

municipal or state-assisted construction and design projects, including those under M.G.L. c. 30B, c. 7C, c. 7, and c. 149, as applicable. Specifically, the Grantee agrees that any work completed under the project will conform with either 521 CMR or the 2010 ADA Design Standards, whichever is more stringent.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly their personal interest or the interest of any corporation, partnership or proprietorship with which they are directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

For the Municipality:

Peter Marchetti
Peter Marchetti (Nov 25, 2024 12:39 EST)

(Signature)

Peter Marchetti Mayor

(Name and Title)

Nov 25, 2024

(Date)

For the Commonwealth:

Julia O'Leary
Julia O'Leary (Nov 25, 2024 12:50 EST)

(Signature)

Julia O'Leary, General Counsel

(Name and Title)

Nov 25, 2024

(Date)



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

Peter M. Marchetti
Mayor

December 3, 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 \$15,000.00 from the Massachusetts Cultural Council for a Cultural District Grant.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



CITY OF PITTSFIELD, MASSACHUSETTS
OFFICE OF CULTURAL DEVELOPMENT

November 30, 2024

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

Dear Mayor Marchetti:

Submitted herewith for your consideration is an Order accepting a grant of funds in the amount of \$15,000.00 from the Massachusetts Cultural Council. This grant will fund the initiatives in Pittsfield's Upstreet Cultural District, spearheaded by the Office of Cultural Development.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Jennifer Glockner". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jennifer Glockner
Director, Office of Cultural Development

cc: Rachel Jingst, City Accountant

Enclosure

City of Pittsfield

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

No. _____

IN CITY COUNCIL

AN ORDER

**AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS IN
THE AMOUNT OF \$15,000 FROM THE MASSACHUSETTS CULTURAL COUNCIL**

Ordered:

That the City of Pittsfield, acting by and through its Mayor and City Council, is hereby authorized to accept a grant of funds in the amount of Fifteen Thousands Dollars (\$15,000) and that said funds may be expended pursuant to Massachusetts General Laws, Chapter 44, Section 53A, and in accordance with the provisions of the grant, a copy of which is attached to the Order.



November 08, 2024

Dear Peter Marchetti,

We are pleased to inform you that City of Pittsfield for Upstreet Cultural District has been approved for a Cultural District Grant grant of \$15,000 (FY25-DI-CDI-89855) from the Mass Cultural Council.

Thanks to vigorous advocacy from the cultural sector, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council, and its programs and services in the FY25 state budget. This allows us to continue to support Massachusetts' dynamic artists and creative individuals, communities, cultural organizations, schools, and creative youth development across the Commonwealth.

Below you will find a contract package that contains award instructions and reporting requirements. Please review these documents carefully and **sign the document electronically within 14 days of the date on this letter**. This will help us process your grant as quickly as possible. For questions about the contract, please contact Tom Luongo at 617-858-2708 or thomas.luongo@mass.gov.

For questions about the program please contact Carolyn Cole, Program Officer, Local Cultural Councils and Cultural Districts at 617-858-2727 or carolyn.cole@mass.gov.

Culture is ultimately about you. You play an integral role in creating and supporting a cultural life in Massachusetts that is vital, accessible, and thriving. Thank you for all that you do to elevate our rich cultural life in Massachusetts.

A handwritten signature in black ink that reads 'Marc Carroll'.

Marc Carroll
Chair

A handwritten signature in black ink that reads 'Michael J. Bobbitt'.

Michael. J. Bobbitt
Executive Director

Contract Package Instructions

Instructions for Completing this Standard Contract Document

In this e signature document, you will complete the following:

1. **Standard Contract:** Review this document and sign and date it. In order to read the content that is hyperlinked in this document, save this document as a pdf to review it, then return here to sign.
2. **Attachment A:** Review this document and initial it to acknowledge that you have read and understand.
3. **Attachment B:** Review this document and initial it to acknowledge that you have read and understand.
4. **Attachment D:** Review this document and initial it to acknowledge that you have read and understand.

If you have any questions about this document, please contact Tom Luongo at 617-858-2708 or thomas.luongo@mass.gov.

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 for Upstreet Cultural District		COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council	
(and d/b/a):		MMARS Department Code: ART	
Legal Address: (W-9, W-4): 70 Allen Street Room 110 Pittsfield MA 01201-6244		Business Mailing Address: 10 Saint James Ave., 3 rd Fl., Boston, MA 02116	
Contract Manager: Peter Marchetti	Phone: 413-499-9348	Billing Address (if different):	
E-Mail: pmarchetti@cityofpittsfield.org	Fax:	Contract Manager: Tom Luongo	Phone: 617-858-2708
Contractor Vendor Code: VC6000192128		E-Mail: thomas.luongo@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001.		MMARS Doc ID(s):	
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: FY25-DI-CDI-89855	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date <i>Prior</i> to Amendment: <u> </u> 20 <u> </u> .	
<input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)		Enter Amendment Amount: \$ <u> </u> . (or "no change")	
<input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)		AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)	
<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"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)	
<input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)		<input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)	
<input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)		<input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)	
<input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and 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"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u>			
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 <u>815 CMR 9.00</u> .			
<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 <i>new</i> total if Contract is being amended). \$15,000			

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); 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.)

This is a grant of financial assistance to encourage the development and success of the Upstreet Cultural District in accordance with Massachusetts' Cultural Districts legislative statute.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

- 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
- 2. may be incurred as , **20**, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
- X** 3. were incurred as of **July 01, 2024**, 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, 2025**, 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:

 X: Signed by:
 Peter Marchetti
 E1BCA32272F04AD...

Date:
 11/08/2024

Print Name:
 Peter M Marchetti

Print Title:
 Mayor

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

 X: DocuSigned by:
 Catherine Cheng-Anderson
 4367D43D2ACA4EA...

Date:
 11/08/2024

Print Name: Catherine Cheng-Anderson

Print Title: Senior Director of Business Operations and Chief Financial Officer

For Internal Use Mass Cultural Council Fiscal Department:

Fiscal Review Completed:

DocuSigned by:
kate McDougall
60F9421CE5B348D...

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

CONTRACTOR NAME: City of Pittsfield for Upstreet Cultural District

ADDRESS: 70 Allen Street Room 110 Pittsfield MA 01201-6244

BRIEF DESCRIPTION OF CONTRACT SERVICES

This is a grant of financial assistance to encourage the development and success of the Upstreet Cultural District in accordance with Massachusetts' Cultural Districts legislative statute.

APPLICATION #: FY25-DI-CDI-89855

TOTAL MAXIMUM OBLIGATION OF CONTRACT: \$15,000

CONTRACT START DATE: July 01, 2024

CONTRACT TERMINATION DATE: June 30, 2025

DATE ANNUAL OR FINAL REPORT IS DUE: July 17, 2025

PAYMENT: (a) Unless otherwise agreed upon by the Council and Contractor, the Contractor will be reimbursed for expenses approved by the Council included in the budget submitted to the Council. (b) The Contractor will be reimbursed one hundred percent (100%) of the grant amount upon receipt of a signed Agreement. The Council shall make reasonable efforts to process payments promptly. The Council shall not be liable for any interest or penalty charges for late reimbursement.

ADDITIONAL RESTRICTIONS BEYOND THOSE STATED IN PROGRAM GUIDELINES (if blank there are none): This grant to City of Pittsfield is restricted for use by Upstreet Cultural District.

I have read and understood Attachment A:

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pm

ATTACHMENT B: Additional Terms & Conditions

1. **SCOPE OF CONTRACT.** The Contractor agrees to perform the services set forth in the application for funding filed by the Contractor with the Council (the "Application") in accordance with the terms and conditions of the contract (the "Contract"). The Application is incorporated into the Contract by reference; the terms of the Application are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor. The Contractor represents that it is qualified to perform and has obtained all necessary licenses and permits required to perform the services under this Contract.

Additionally, the Contractor agrees to perform the services in accord with the requirements set forth by the Council in the FY25 Cultural District Grant guidelines (the "Guidelines"), as posted on www.massculturalcouncil.org. The Guidelines are incorporated into the Contract by reference; the terms of the Guidelines are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor.

2. **NON-DISCRIMINATION AND ACCESS FOR PEOPLE WITH DISABILITIES.** The contractor agrees to abide by state and federal regulations which bar discrimination on the basis of race, gender, religious creed, color, national origin, ancestry, disability, age, gender identity, or sexual orientation, and which require accessibility for persons with disabilities. The MCC expects the contractor to be in compliance with:
 - The Americans with Disabilities Act of 1990 (ADA)
 - Section 504 of the Rehabilitation Act of 1973 (Section 504)
 - Title VI of the Civil Rights Act of 1964
 - Other applicable state and local laws(a) If a complaint or claim alleging violation by the Contractor of any statute, order, rule, or regulation with which the Contractor is obligated to comply is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Contractor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees incurred by the Contractor in connection with the defense of such claim. (b) In the event of the Contractor's non-compliance with the provisions of this Section 2, the Council shall impose such sanctions as it deems appropriate, including but not limited to: (i) withholding of payments due the Contractor under the Contract until the Contractor complies; and (ii) termination or suspension of the Contract.
3. **PENALTIES, HOLDS, REDUCTIONS, RESTRICTIONS, REVERSIONS AND CANCELLATIONS.** The Council has the right to withhold, reduce, cancel, revert, discontinue funding, or apply restrictions to the use of grant funds if the Contractor:
 - Fails to perform the services set forth in the Application and/or fails to perform the services in accord with the requirements set forth by the Council in the Guidelines.
 - Does not comply with all grant requirements and/or reporting requirements as stated in the Guidelines.
 - Intentionally misrepresents its finances, organization/programming, or other eligibility requirements in the Application and/or any reports submitted to the Council.

I have read and understood Attachment B:

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ATTACHMENT D

CREDIT and PUBLICITY AGREEMENT

between the

MASS CULTURAL COUNCIL and GRANTEES

This credit and publicity agreement is hereby incorporated into the body of the grant contract between the Mass Cultural Council ("the Council") and the grant recipient ("the Contractor") named below as explicit terms and conditions of the contract. By initialing below the Contractor agrees to abide by these terms and conditions.

1. ADVOCACY & ACKNOWLEDGING LEGISLATIVE SUPPORT

90% of Mass Cultural Council's budget comes from an appropriation by the State Legislature. It is important to thank those elected officials responsible for funding Mass Cultural Council. We strongly encourage the Contractor to send personalized letters to the leadership of the State House and their state representative and senator, thanking them for Mass Cultural Council's appropriation and your grant award. For more information on how to find and contact your legislators, visit <https://massculturalcouncil.org/about/contracts/credit-and-publicity-kit/>.

While we strongly encourage all grantees to conduct this kind of advocacy for public funding for the cultural sector, **recipients of CIP Portfolio and CIP Gateway grants must meet specific advocacy requirements in order to remain eligible for funding**. Review the Portfolio Guidelines or Gateway Guidelines for details.

2. CREDIT

Mass Cultural Council Credit Logo: Credit must be given by the Contractor to the Council regarding all activities to which Council funds contribute by using the credit logo in:

- a. Printed promotional materials such as postcards, flyers, season/subscription brochures, and newsletters: Any promotional material, regardless of length, prepared by the Contractor, that credits an annual funding source, must also credit the Council.
- b. Digital materials such as web sites, blogs, videos, and social media: Do not include the logo on surveys.
- c. Programs/Playbills: Credit must be given on all programs printed by a grant recipient in a type size not smaller than 7 point font.
- d. Event signage: For any event presented with funding from the Council, signage must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of the contribution.
- e. Exhibition Signage: For any exhibition presented with funding from the Council, the wall text must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of contribution.
- f. Educational Materials: Credit must be given to the Council in all educational materials distributed in association with any Council-funded activity, such as brochures, pamphlets, flyers, etc.

The logo must be produced as a unit without alteration. Download logo at <https://massculturalcouncil.org/about/contracts/credit-logos/> Verbal Credit: When written credit is not applicable, such as there being no printed program, verbal credit shall be given prior to

performances.

3. DONOR RECOGNITION

Any wall plaques or advertisements that acknowledge the Contractor's annual or ongoing support from corporations and/or foundations must also acknowledge the Council.

4. COLLABORATORS

Organizations that are collaborators with the primary grant recipient must comply with these requirements. The Contractor is responsible for informing said collaborators of this policy and ensuring they fulfill these obligations.

5. CO-SPONSORSHIP

Those programs that are "co-sponsored" will have additional, specific publicity requirements, dependent on the program at the time of negotiation. Under no circumstances may a Contractor state or imply that its programs and/or activities are "sponsored," "co-sponsored" or "presented" by the Council without expressed, written consent from the Council.

6. ADDITIONAL REQUIREMENTS

Mass Cultural Council reserves the right to negotiate additional requirements regarding credit and publicity on a case-by-case basis.

FOR MORE INFORMATION ABOUT THIS POLICY, CONTACT YOUR PROGRAM STAFF CONTACT OR MASS CULTURAL COUNCIL'S PUBLIC AFFAIRS DEPARTMENT.

I have read and understood Attachment D:

Initial

pm



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

Peter M. Marchetti
Mayor

December 3, 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 \$64,763.75 from the Massachusetts Executive Office of Public Safety and Security for the FY25 Violence Against Women Act STOP Grant.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



**CITY OF PITTSFIELD
POLICE DEPARTMENT**

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

OFFICE OF THE CHIEF OF POLICE

(413) 448-9717

PROFESSIONALISM • ETHICS • INTEGRITY • SENSITIVITY • ACCOUNTABILITY

November 18, 2024

Honorable Peter Marchetti
Mayor-City of Pittsfield
70 Allen St
Pittsfield, MA 01201

Dear Mayor Marchetti,

Submitted for your consideration is an authorization requesting that the City of Pittsfield accept a FY25 Violence Against Women's Act STOP Grant in the amount of \$64,763.75 with in-kind match funding from the Pittsfield Police Department of \$22,461.75. The grant funds are from the Massachusetts Executive Office of Public Safety to the Pittsfield Police Department.

Respectfully submitted,



Thomas C. Dawley
Chief of Police

c: Matthew Kerwood, Director of Finance
Rachel Jingst, Accounting Department

City of Pittsfield

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

No. _____

IN CITY COUNCIL

AN ORDER

**AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A FY24 VAWA STOP
GRANT IN THE AMOUNT OF \$64,763.75 FROM THE MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY –VIOLENCE AGAINST WOMEN ACT
STOP GRANT**

Ordered:

That the City of Pittsfield, acting through its Mayor and City Council, and pursuant to M.G.L. Chapter 44, Section 53A, is hereby authorized to accept a FY24 Violence Against Women's Act (VAWA) STOP Grant in the amount of \$64,763.75 with in-kind match funding from the Pittsfield Police Department of \$22,461.75. The grant funds are from the Massachusetts Executive Office of Public Safety to the Pittsfield Police Department.



The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Office of Grants and Research

35 Braintree Hill Office Park

Braintree, MA 02184

Tel: (617) 725-3301

Fax: (617) 725-0260

MAURA T. HEALEY
Governor

TERRENCE M. REIDY
Secretary

KIMBERLEY DRISCOLL
Lieutenant Governor

KEVIN STANTON
Executive Director

November 14, 2024

Thomas Dawley, Chief of Police
Pittsfield Police Department
70 Allen Street
Pittsfield, MA 01201

Dear Chief Dawley,

I am pleased to inform you that the Pittsfield Police Department has been awarded \$64,763.75 from the Office of Grants and Research (OGR) to support the **Violence Against Women Act STOP Formula Grant Program**.

Additional correspondence, including all the necessary documents required to make this award official are included in this email. Your expected project period is January 2025-December 31, 2025. **Please note, your official start date will be the date that your returned contract is signed and dated by OGR and will terminate on December 31, 2025.**

In the meantime, if you have any questions, please feel free to contact Jenny Barron, Program Manager at: Jenny.Barron@mass.gov.

Congratulations on your award. I look forward to working with you and your staff on this important public safety initiative.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Stanton', written over a white background.

Kevin Stanton
Executive Director



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE BOSTON, MA 02133
(617) 725-4000

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

November 14, 2024

Thomas Dawley
Chief of Police
Pittsfield Police Department
70 Allen Street
Pittsfield, MA 01201

Dear Chief Dawley,

Congratulations! We are pleased to notify you that the **Pittsfield Police Department** has been awarded **\$64,763.75** in state funding from the **Violence Against Women Act STOP Formula Grant Program** from the Executive Office of Public Safety and Security's Office of Grants and Research (OGR).

Additional correspondence, including all the documents necessary to make this award official will be forthcoming from OGR. In the meantime, if you have any questions, please feel free to contact Jenny Barron at 781-535-0077 or Jenny.Barron@mass.gov.

Once again, congratulations on this award and thank you for your commitment to public safety.

Sincerely,

Handwritten signature of Maura T. Healey in black ink.

GOVERNOR MAURA T. HEALEY

Handwritten signature of Kimberley Driscoll in black ink.

LT. GOVERNOR KIMBERLEY DRISCOLL

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 Pittsfield Police Department (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety & Security MMARS Department Code: EPS
Legal Address: (W-9, W-4): 70 Allen St, Pittsfield, MA, 01201-6250	Business Mailing Address: 35 Braintree Hill Office Park, Suite 302, Braintree, MA 02184
Contract Manager: Margaret Gregory-Bilotta Phone: (413) 449-5257	Billing Address (if different):
E-Mail: mgregory@cityofpittsfield.org Fax:	Contract Manager: Steven Domings Phone: (781) 535-0071
Contractor Vendor Code: VC6000192128	E-Mail: steve.m.domings@mass.gov Fax: (617) 725-0260
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): SCEPSSFY25VAVAPITT24
FRF/Procurement or Other ID Number: BD-25-1044-EPS11-10440-107530	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)	<input type="checkbox"/> CONTRACT AMENDMENT 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). \$64,763.75	
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); ___ 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.)	
Violence Against Women Act Funding; Law Enforcement; FVAWA24LE; 15JOVW24GG00493STOP; CFDA: 16.588; \$64,763.75	
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 <u>12/31/2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, 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: X: <u>Thomas Doherty</u> Date: <u>11-18-24</u> (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: _____ Print Title: _____	Print Name: <u>Kevin J. Stanton</u> Print Title: <u>Executive Director</u>

Attachment A - Budget Worksheets



Violence Against Women Act STOP Grant

Cost Categories	Federal Costs	Match Costs	Total Costs
Personnel Costs	\$ -	\$ 13,010.00	\$ 13,010.00
Overtime Costs	\$ -	\$ -	\$ -
Fringe Benefit Costs	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ 9,451.50	\$ 9,451.50
Contracts/Consultants Costs	\$ 64,763.75	\$ 0.25	\$ 64,764.00
Travel Costs	\$ -	\$ -	\$ -
Equipment Costs	\$ -	\$ -	\$ -
Supplies Costs	\$ -	\$ -	\$ -
Other Costs	\$ -	\$ -	\$ -
Total Costs	\$ 64,763.75	\$ 22,461.75	\$ 87,225.50
Match Requirement	\$ 21,587.92		
Name of Applicant Organization	Pittsfield Police Department		

**Executive Office of Public Safety and Security
Office of Grants and Research
Violence Against Women Act STOP Grant
Attachment A - Pittsfield Police Department**

INSTRUCTIONS: This is a macro-enabled document. Please make sure that you have enabled macros when prompted upon opening this document. The items marked as Example are only examples, and do not necessarily reflect items in your requested budget. Please note that the subtotals will auto-populate based on the numbers reported within each category. Your requested budget per cost category shall be entered in the rows below the Examples using the "Add" command button to add another row if needed. If you have any questions, please contact your grant manager.

For each federal dollar awarded, the sub-recipient must provide a match toward the cost of the program. Federal grant funds provided may not exceed 75% of the total cost of your program. A match of at least 25% of the total cost of the program must be provided by your agency. The 25% matching funds may be in the form of cash or in-kind contributions. The Match amount must be entered into the Match Expenditures column (Column F) in order for the requested amount to be calculated from the Total Expenditures. To determine the Match Requirement, take (Total Requested Cash Expenditures / 3). The Match Requirement is also located at the bottom of the Budget Summary page.

A 25% match requirement imposed on grant funds under this program are for Law Enforcement, Prosecution and Courts only; Victim Service providers and Tribes are NOT required to provide match.

PERSONNEL: Full or part-time regular salaried employees working on the grant. Notification of changes to VAWA funded personnel (both award and/or match funded) must be made to the VAWA grant manager.

Employee Name	Pay Rate	Quantity	Description	Cash Expenditures	Match Expenditures	Total Expenditures
<i>Example: Sue Smith</i>	\$ 23.4875	300.00	<i>Please describe duties of Employee here.</i>	\$ 7,046.25	\$ -	\$ 7,046.25
Sergeant Cheryl/ Callahan/ Domestic Violence Liaison	\$ 58.6036	222.0000	\$8.6036 per hour for approximately 18.5 hours monthly,, match town local/state funding; coordinates referrals and services for PPD, participates in community efforts, triages with civilian advocate	\$ -	\$ 13,010.00	\$ 13,010.00
Subtotal(s):				\$ -	\$ 13,010.00	\$ 13,010.00

OVERTIME: Allowable for all personnel working on the grant with adequate training and experience in responding to domestic and/or sexual violence incidents. Allowable costs are limited to costs associated with investigating cases; court appearances; attending trainings; and/or participating in high-risk/sexual assault teams are allowable.

Employee Name	Pay Rate	Quantity	Description	Cash Expenditures	Match Expenditures	Total Expenditures
<i>Example: Sue Smith</i>	\$ 40.0000	104.00	<i>Please describe duties of Employee here.</i>	\$ 1,660.00	\$ 2,500.00	\$ 4,160.00
Subtotal(s):				\$ -	\$ -	\$ -

FRINGE AND PAYROLL TAX: A COPY OF YOUR AGENCY'S FRINGE RATE AGREEMENT MUST BE PROVIDED WITH THE APPLICATION SUBMISSION. Eligible costs may include the employer share of the following: life insurance, health insurance, social security costs, penslon costs, unemployment insurance costs, workers compensation insurance, FMLA costs, and payroll taxes.

Employee Name	Wages Applied to Fringe	Contract Fringe Rate	Description	Cash Expenditures	Match Expenditures	Total Expenditures
<i>Example: Sue Smith</i>	\$ 7,046.25	21.00%	<i>Per the fringe rate agreement, find the applicable cost categories to apply fringe to. In this example, the applicable cost category is "Personnel." Take Sue Smith's total wages reported on this worksheet under the "Personnel" section and multiply by the federally approved fringe rate or the fringe rate that was proposed and approved by OGR in the application process. (\$7,046.25 * 21%). Match expenditures should be in relation to the match in the applicable category.</i>	\$ 1,479.71		\$ 1,479.71
Subtotal(s):				\$ -	\$ -	\$ -

INDIRECT: A COPY OF YOUR AGENCY'S INDIRECT RATE AGREEMENT MUST BE PROVIDED WITH THE APPLICATION SUBMISSION. This agreement will determine the applicable base expenses that can be applied in this Attachment A. This is for costs that are not readily assignable to a particular project, but necessary to the operation, maintenance of the organization, and performance of the project. Include copy of rate agreement in the application response. Any non-federal entity, except for state, local units of government, or Indian tribes, that does not have a currently approved negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC), which may be used indefinitely.

Indirect Expenses	Expenses Applied to Indirect	Contract Indirect Rate	Description	Cash Expenditures	Match Expenditures	Total Expenditures
<i>Example: Sue Smith</i>	\$ 8,525.96	18.00%	<i>The federally approved rate of "18%" times allowable expenses per contract. If allowable expenses are all categories, take the sum of all categories and multiply by the federally approved rate. If allowable expenses are only Personnel and Fringe like in this example, take the approved rate and multiply by the sum of Personnel and Fringe total costs associated with Sue Smith. (18% * (7046.25 + 1479.71)).</i>	\$ 1,534.67		\$ 1,534.67
De Minimis	\$ 63,010.0000	15.0000%	Expenses applied to the indirect rate (effective 10/1/24) include personnel costs and \$50,000 of the contract costs with EFC; match town local/state funding.	\$ -	\$ 9,451.50	\$ 9,451.50
Subtotal(s):				\$ -	\$ 9,451.50	\$ 9,451.50

CONTRACTS/CONSULTANTS: This includes consultant or contractor fees. The maximum rate for consultants is \$650 for an eight hour day or \$81.25 per hour (excluding travel and subsistence costs). Any request for compensation over \$650 per 8 hour day or \$81.25 per hour requires prior written approval by EOPSS. This rate is the exception, not the rule.

Contractors/Consultants Name	Pay Rate	Quantity	Description	Cash Expenditures	Match Expenditures	Total Expenditures
<i>Example: JJ Counseling</i>	\$ 200.0000	24.00	<i>Please provide the names of each Contractor and Consultant as well as duties/obligations that will be performed here.</i>	\$ 2,000.00	\$ 2,800.00	\$ 4,800.00
Elizabeth Freeman Center, Inc.:						
	\$ 55.0000	1040.0000	Civilian Advocate, 20 hours per week at \$55.00 per hour (includes c training, travel, cell, EFC office costs, etc.)	\$ 57,200.00		\$ 57,200.00
	\$ 70.0000	52.0000	Director of Programs, program supervision, back-up, outreach; 1 hr/wk at \$70/hr	\$ 3,640.00		\$ 3,640.00
	\$ 65.0000	39.0000	Clinical Director, supervision consistence, 0.75 hour per week (prorated) at \$65/hr	\$ 2,535.00		\$ 2,535.00

	\$	60.0000	23.1500	Preparation of grant application, billings, reporting, liason with APD grant administrator, 23.15 hrs at \$60/hr	\$	1,388.75	\$	0.25	\$	1,389.00
Subtotal(s):					\$	64,763.75	\$	0.25	\$	64,764.00

TRAVEL: Travel directly related to the purpose of the grant. In-state travel costs associated with the grant shall include mileage rates not in excess of \$0.62 per mile, as well as the actual costs of tolls and parking. No grant funds may be spent for out-of-state conference fees, out-of-state travel or out-of-state lodging without prior written approval from OGR.

Employee Name	Rate	Quantity	Description	Cash Expenditures	Match Expenditures	Total Expenditures				
<i>Example: Sue Smith</i>	\$	0.6200	125.00	Travel related to grant; \$0.62/mile x 125 miles	\$	77.50	\$	-	\$	77.50
Subtotal(s):					\$	-	\$	-	\$	-

EQUIPMENT: Tangible non-expendable personal property having a useful life of more than one year; cost based on classification of equipment. Applicants should follow their organization's own procurement policy.

Equipment	Cost	Quantity	Description	Cash Expenditures	Match Expenditures	Total Expenditures				
<i>Example: Laptop</i>	\$	1,200.0000	1.00	Please describe purpose of Equipment here.	\$	1,075.00	\$	125.00	\$	1,200.00
Subtotal(s):					\$	-	\$	-	\$	-

SUPPLIES: General supplies required for program (pens, pencils, postage, training materials, copying paper, and other expendable items such as books, ink, etc.).

Supplies/Company	Cost	Quantity	Description	Cash Expenditures	Match Expenditures	Total Expenditures				
<i>Example: Copy Paper</i>	\$	50.0000	4.00	Please describe purpose of Supplies here.	\$	100.00	\$	100.00	\$	200.00
Subtotal(s):					\$	-	\$	-	\$	-

OTHER: List the purchases for other expenses not applicable in the aforementioned that were incurred due to this program implementation (e.g., telephone costs, training material costs).

Item/Company	Cost	Quantity	Description	Cash Expenditures	Match Expenditures	Total Expenditures				
<i>Example: Telephone</i>	\$	65.0000	6.00	Please describe purpose of item/activity here.	\$	390.0000	\$	-	\$	390.0000
Subtotal(s):					\$	-	\$	-	\$	-

Grand Total(s): \$ 64,763.75 \$ 22,461.75 \$ 87,225.50



**Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

**Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company
(must match Form W-9 tax classification)**

Contractor Legal Name City of Pittsfield Police Department	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) VC6000192128
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INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

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

There are three types of electronic signatures that will be accepted on this form: 1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign. Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Thomas C. Dawley		Chief of Police	4134489717	tdawley@cityofpittsfield.org
Marc Maddalena		Lieutenant/COPS Bureau	4134489700	memaddalena@cityofpittsfield.org
Matthew Kerwood		Director/Finance	413-499-9466	mkerwood@cityofpittsfield.org

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

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

Please note you cannot self-certify your own signature as a single signer listed above.

Signature 	Date 11/18/24
Print Name Matthew Kerwood	Phone Number 413-449-9466
Title Director of Finance	Email Address mkerwood@cityofpittsfield.org

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



FFY2024 Violence Against Women Act STOP Formula Grant Program Application

Thank you for filling out the application.

Introduction

The Office of Grants and Research (OGR), an agency that is a part of the Executive Office of Public Safety and Security (EOPSS), is the State Administering Agency (SAA) for the Violence Against Women Act (VAWA), Services, Training, Officers, Prosecutors (STOP) Formula Grant, a program originating from the United States Department of Justice (DOJ), Office on Violence Against Women (OVW). The STOP Formula Grant is authorized by VAWA and subsequent legislation and supports communities, including American Indian tribes and Alaska Native villages, in their efforts to develop and strengthen effective responses to sexual assault, domestic violence, dating violence, stalking and human trafficking.

Total funding available is estimated at **\$3.2 million** and is subject to receipt of funding from the DOJ. Eligible applicants are required to submit a twelve-month operating budget for their predetermined FFY2024 allocation amount, found in Appendix A of the AGF.

Applicant Eligibility

Funding dedicated for this continuation grant opportunity is contingent upon OGR receiving the FFY2023 STOP Formula Grant award from OVW.

For more details, please review the Availability of Grant Funds on our [website](#).

Key Dates

AGF Posted: **Monday, September 16, 2024**

Deadline for Questions: **Wednesday, October 2, 2024**

Application Due: **Wednesday, October 16, 2024 at 4:00pm**

Anticipated Award Announcements: **December 2024**

Performance Period: **On or about January 1, 2025 through December 31, 2025**

Please email all questions related to this application to **Program Coordinator, Jenny Barron** at Jenny.Barron@Mass.gov

Directions

Please complete all sections in this application.

The "Save" feature at the bottom of each page allows you to save your responses and provides you with a unique link to return at a later time without losing any information you have entered. Please save periodically to avoid losing any information. If you mistakenly close the page before saving, your responses will not be saved. Once you have completed all relevant sections in the application, click the "Submit" button.

Please note that once you submit the application, you will not be able to edit your responses.

Applicant Name

Pittsfield Police Department

Applicant Type

Municipal Police Department

Applicant Address

39 Allen Street, Pittsfield, Massachusetts 01201

Tax ID and Legal Information

Applicant Tax ID Number

046001408

Enter your legal name and legal address below. The legal name and legal address MUST match the name and address as listed on your IRS forms (W-9, W-4).

Applicant Legal Name

City of Pittsfield

Applicant Legal Address

70 Allen Street, Pittsfield, Massachusetts 01201

Authorizing Official Contact

Name

Thomas Dawley

Job Title

Chief of Police

Email

tdawley@cityofpittsfield.org

Phone

(413) 448-9717

Is the Authorizing Official Contact mailing address the same as the agency address (physical location)?

Yes

Grant Point of Contact

Name

Janis Broderick

Job Title

Grant coordinator/Executive Director 2024

Email

jbroderick@elizabethfreemancenter.org

Phone

(413) 499-2425

Is the Grant Point of Contact mailing address the same as the agency address (physical location)?

No

Mailing Address

Elizabeth Freeman Center, Inc., 43 Francis Avenue, Pittsfield, Massachusetts 01201

Fiscal Contract Manager Contact

Name

Margaret Gregory-Bilotta

Job Title

Grants Administrator

Email

mgregory@cityofpittsfield.org

Phone

(413) 449-5257

Is the Contract Manager Contact mailing address the same as the agency address (physical location)?

Yes

Are you currently registered in SAM.gov?

Yes

Do you have a UEI number?

Yes

UEI Number

QNFHE94W5396

Eligibility Requirements

Is applicant an Indian tribe or non-profit with 501(c)(3) status?

Yes

Applicant certifies that they reviewed state & federal regulations governing STOP funding.

Yes

Applicant certifies that it has been previously awarded VAWA STOP 2023 funds.

Yes

Non-Supplant

I hereby certify that, in accordance with DOJ Financial Guidelines,

Pittsfield Police Department

has been informed by the Office of Grants and Research that supplanting of VAWA funds is strictly prohibited and if awarded will not use grant funds to replace state and local funds that would, in the absence of such assistance, otherwise be made available for this law enforcement purpose.

Please confirm this statement.

Yes

Purpose Areas

Please select which purpose areas will be addressed with your program funds

Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services specifically devoted to preventing, identifying, and responding to violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking, as well as the appropriate treatment of victims of these crimes., Developing, enlarging, or strengthening victim services and legal assistance programs, including sexual assault, domestic violence, dating violence, and stalking programs; developing or improving delivery of victim services to underserved populations; providing specialized domestic violence court advocates in courts where a significant number of protection orders are granted; and increasing reporting and reducing attrition rates for cases involving violent crimes against women, including crimes of sexual assault, domestic violence, dating violence, and stalking., Developing, enlarging, or strengthening programs to assist law enforcement, prosecutors, courts, and others to address the needs and circumstances of older and disabled women who are victims of sexual assault, domestic violence, dating violence, or stalking, including recognizing, investigating, and prosecuting instances of such violence or assault and targeting outreach and support, counseling, and other victim services to such older and disabled individuals., Maintaining core victim services and criminal justice initiatives, while supporting complementary new initiatives and emergency services for victims and their families., Supporting the placement of special victim assistants (to be known as "Jessica Gonzales Victim Assistants") in local law enforcement agencies to serve as liaisons between victims of sexual assault, domestic violence, dating violence, and stalking and personnel in local law enforcement agencies in order to improve the enforcement of protection orders. Jessica Gonzales Victim Assistants shall have expertise in sexual assault, domestic violence, dating violence, or stalking and may undertake the following activities: developing, in collaboration with prosecutors, courts, and victim service providers, standardized response policies for local law enforcement agencies, including the use of evidence-based indicators to assess the risk of domestic and dating violence homicide and prioritize dangerous or potentially lethal cases; notifying persons seeking enforcement of protection orders as to what responses will be provided by the relevant law enforcement agency; referring persons seeking enforcement of protection orders to supplementary services (such as emergency shelter programs, hotlines, or legal assistance services); taking other appropriate action to assist or secure the safety of the person seeking enforcement of a protection order., Developing, enlarging, or strengthening programs and projects to provide services and responses targeting male and female victims of sexual assault, domestic violence, dating violence, or stalking, whose ability to access traditional services and responses is affected by their sexual orientation or gender identity, as defined in section 249(c) of title 18 of the United States Code.

Project Summary**Please provide four sentences, summarizing the activities, programs and/or equipment to be purchased if awarded these grant funds**

Pittsfield Police Department's Civilian Advocate Program expands resources and options for victims of domestic, dating and sexual violence and stalking. It combines law enforcement and victim service response to offer a continuum of adaptive, accessible and holistic services to maximize the odds of success for safety and recovery. The program addresses four major areas: first, a victim receiving law enforcement intervention is offered immediate and ongoing services provided by a civilian advocate from Elizabeth Freeman Center, the victim-centered domestic violence program/rape crisis center serving Berkshire County; second, it builds a critical relationship between law enforcement and victim services, integrating our resources for the benefit of all survivors; third, we provide training to our officers about relational and sexual violence, effective response, and tools available to use in responding to these calls; and fourth, with law enforcement and victim services working as partners, we can more effectively reach out to our community, promote access to help, and coordinate a community response. Through this program, we strive to achieve real change for victims of violence and for the wellbeing of our residents and city.

Please provide a summary of the STOP program to be funded.

We know that the levels of domestic, dating, and sexual violence are high in Pittsfield. We know that organizations work best when we work together. We know that law enforcement can provide an immediate and critical safety response. We also know that although our mission is to serve and protect, these crimes require a holistic, informed, ongoing and multidisciplinary response.

Pittsfield Police Department's (PPD) Civilian Advocate Program brings new resources and options for victims of domestic, dating and sexual violence seeking safety. This program combines law enforcement and victim service response to reach people sooner and more effectively to maximize the odds of success for safety and recovery. It increases the visibility and availability of more pathways to help.

Our Civilian Advocate Program addresses four major areas. First, a victim receiving law enforcement intervention can now be offered immediate and ongoing services provided directly by a trained counselor/advocate from Elizabeth Freeman Center (EFC), the victim-centered/led domestic violence program/rape crisis center serving Berkshire County, with targeted expertise in reaching vulnerable and marginalized persons, embracing the services and networks of EFC's specialized access projects for immigrant, LGBTQ+, disabled and homeless survivors and for children. Second, it builds a critical relationship between law enforcement and victim services, integrating our resources for the benefit of all survivors. Third, we provide improved training to our officers about the dynamics of relational and sexual violence, effective response, changes in legal recourse, and tools available in responding to these calls. Fourth, with law enforcement and victim services working as partners, we can more effectively reach out to our community, promote access to help, and coordinate our community response to achieve real change for victims of violence and for the well-being of our families and city.

Please provide and describe evidence of success from previous VAWA Award(s).

Pittsfield Police called EFC's hotline one evening after serving "Mya" a restraining and vacate order granted to her abuser's mother. Mya lived with her abuser and his mother. Police were often called to this home due to the abuser's violence against his mother and Mya. Mya is disabled and when police arrived, had a black eye and bloody, bruised knees. She had no money and nowhere to go. Police brought her back to the station, and with her permission, called EFC's hotline. EFC's physical responder met Mya at the station. After assessing safety, the EFC staff arranged shelter in a motel and wellness check-ins with Mya for that evening. The next day Mya went to the EFC office. Since then, Mya received a safe phone, help with food, continuing safe shelter when she needed it, help reinstating her disability benefits, and help applying for and searching for housing. Mya continues with EFC counseling and advocacy services, working to regain control of her life.

From January 10 (the date our contract began) to September 28, 2024, our civilian advocate worked with 105 survivors, providing crisis intervention, counseling, advocacy, information and referrals. Nineteen were given information and declined ongoing services or were already involved with EFC. Of those served, 19% identified LGBTQ+, 16% as BIPOC, 5% as immigrants, 5% as Latinx, 9% LEP, and 48% as suffering a significant disability. PPD tracks referrals and monitors program progress. EFC maintains detailed information in its database of demographics, services provided and point-in-time outcomes. Last year, EFC helped 46 Pittsfield residents secure safe housing or receive new housing benefits, 2 buy a home, 95 improve their financial situation, 22 get a job/a better job, 2 start a business, 8 enroll in or complete a degree program, 18 obtain or maintain a car, and 17 improve their legal immigration status. We see first-hand that this program is making a life-changing difference in the lives of victims of violence.

Please check the counties you serve:

Berkshire County

Percentage of Funding Allocated to Preventing Crime:

Domestic Violence

95.00%

Sexual Assault

5.00%

Dating Violence

Stalking

Percentage of Funding Allocated to Crime Total

100.00%

Application Narrative

Is your agency a culturally specific community-based organization?

No

Executive Summary

Use the space provided to:

Summarize the agency's history of providing services to victims of domestic violence, sexual assault, dating violence, or stalking, capacity and qualifications to implement the proposed project, and its role within the community(ies) being served.

Please also include a description of your agency's experience serving the identified population, experience of staff in working with said population, language proficiency, and integration of staff within the target community(ies).

Needs Assessment

PPD's program began in 2009 when PPD contacted EFC to join forces to address the serious issues of domestic and sexual violence.

PPD serves the city of Pittsfield with a staff of 113. PPD plays a proactive leadership role to address crime and safety-related needs and issues. It created citywide and neighborhood projects to deal with neighborhood disorder. It is involved in community efforts to address the needs of at-risk children and conducts family outreach with the schools. It works creatively to address the ever-changing characteristics of the city and the ongoing upsurge in gun violence. It convened the Pittsfield HUB to provide prevention efforts to address impending or low-level crimes related to mental health, domestic violence, poverty and homelessness. PPD meets regularly with many of the agencies that serve victims of violence to improve our community response. Its mission is to work in partnership with the community to protect life and property and enhance the quality of life in Pittsfield.

EFC is the domestic violence/rape crisis center in Berkshire County. Since 1974 it has provided emergency and ongoing services to survivors of domestic, dating and sexual violence. Its free and confidential services include: a 24/7 hotline with emergency services; secure shelter; counseling, advocacy, safety planning with specialized access projects for rural, immigrant, disabled, LGBTQ, child and homeless survivors; legal advocacy in four courts to assist with protection orders; supervised visitation; a pet foster care program for survivors; civilian advocates in the Adams and Pittsfield police departments; "Money School", its financial independence initiative; transitional housing; partner contact for IPAP; community education; and youth programs in schools. EFC staff reflect the communities it serves - 40% identify as BIPOC, 25% are bilingual, 15% are immigrants, 19% identify as LGBTQ, and 21% identify as living with a disability. 55% identify as survivors.

Statement of the Problem and Needs Assessment

Use the space provided to:

- 1) Describe the need, nature, and extent of domestic violence, sexual assault, dating violence, or stalking within the proposed community, region and/or population. Responses should include the number of victims served or are seeking services from the applicant, incidents responded to and/or investigated, and/or cases prosecuted by the applicant within the last twelve months.
- 2) Describe the intended target population using demographic and other data where possible.
- 3) Identify and describe the sources or methods used for assessing the domestic violence, sexual assault, dating violence, and/or stalking problem in the community.

Needs Assessment

We know too well that each call we receive may be a matter of life and death. Since 2006, 17 Berkshire women and 3 children have been murdered by their husbands, partners, or father.

Since COVID erupted, we are seeing higher levels of danger, homelessness and need. In FY23 (last available data for Region 6) Berkshire County's rate of restraining orders was 37% higher than the state average. In releasing its Safety Trust Fund Application in November 2021, the Department of Public Health (DPH) noted that IPV occurred 1.5-3 times more often in Berkshire, Franklin, Plymouth, Hampden and Suffolk counties during COVID, and that Pittsfield was one of the fourteen cities and towns with the highest rates of reported forcible rape. Attachment C of the application shows that Pittsfield had the 8th highest rate of reported forcible rapes out of 335 MA communities – over three times the rates of Boston and Worcester, and almost twice the rate of Springfield. Domestic, dating and sexual violence are not just big city problems.

While Pittsfield is our "big" city, it is also a very small city in the middle of a large rural area. It is common for people to be born, go to school, and raise their families in Pittsfield. Pittsfield is over 40 miles from any other population center - Northampton to our east and Albany to our west. It is 136 miles from Boston with no one day round trip public transportation. Our bus service is very limited. We have no Uber or Lyft and one taxi company with very high rates and long waits. Transportation to services, jobs, school, doctors and stores can be unavailable, expensive and unsafe. A car is a costly necessity. Poverty and the lack of transportation are consistently identified as major problems for victims needing safety. The lack of living wage jobs, training programs, child care, and affordable housing, the prevalence of weapons, the threat of loss of children, fear of deportation, the lack of anonymity in communities where everyone knows everyone and everyone's business and where survivors fear that even the police, courts and judges may know and empathize with the perpetrator, small communities of marginalized populations for whom isolation, fear and the stigma of coming forward is even greater, lack of language access - all these conditions and more discourage or prevent access to help, safety and recovery.

And though Pittsfield is a small city, it still has "big" city problems. Our high rates of poverty, homelessness, racial segregation, poor housing stock, gangs and crime increase risk for victims. According to the last available HUD Point-in-Time Count, homelessness increased 44% in Pittsfield in just one year. In the Westside of Pittsfield, which has the largest concentration of the city's African American population, houses are boarded up and torn down due to dangerous conditions. With rents increasing and housing stock less available, escape and safety are even more elusive.

Berkshire's geography also impacts its connectedness. Our news is from New York. Advertising is New York. We know about the Egg in Albany or fairs on the Hudson, but nothing about Boston or Springfield unless we have access to and use the internet.

We know that survivors are often hesitant to call police for help. EFC reports continuously rising numbers of calls to its hotline, with a 324% increase since COVID. In its last fiscal year ending June 2024, it served 1,204 survivors from Pittsfield, an 11.3% increase over the prior year and a 55.4% increase since COVID. Of those disclosing, 39% suffered a disabling condition. 17% identified as BIPOC, 20% identified as Hispanic/Latina, 9% identified as LGBTQ+, and 10% had limited English proficiency.

While EFC reports receiving more calls and serving more survivors, it also believes that more people are calling because of heightened community awareness and partnerships, including this program with PPD officers distributing EFC contact information and encouraging people to call. The power of partnerships comes through in many ways and creates many "doors". There can be no wrong door to help.

In the past twelve months, our program served 125 victims with just 0.6 fee civilian advocate time. She provided crisis intervention services to 57 survivors, counseling and advocacy to 45 survivors, and informational contacts for 23. She could not reach an additional 41 referrals.

Our target population includes victims of domestic, dating and sexual violence, and related crimes identified by PPD through police response and referrals. We advertise direct contact with EFC. Survivors at highest risk are prioritized and receive additional supports through this program, strengthened by EFC's specialized response projects.

Berkshire County is a rural area in the westernmost part of MA covering 946 square miles, with 32 cities and towns and a population of 128,859. It is the 2nd largest county in square miles, with the 2nd lowest population/sq mi (above Franklin), the 3rd poorest (behind Suffolk and Hampden), with very high rates of violence (census.gov/quickfacts/towncharts.com, indexmundi.com/facts). The population in Pittsfield, 43,310, tends to be whiter, older and poorer than the state average but has growing diverse populations that are underserved, isolated, and particularly vulnerable to SDV. 83.2% of its residents identify as white, 5.2% as African American, 7.3% as two or more races, 1.3% as Asian, and 7.9% as Latinx. 19.8% of the city's population is 65 years old and over. 13.8% of persons in Pittsfield live below the federal poverty level (state rate 10.4%). 14.4% of Pittsfield residents under 65 live with a disability (state average 7.9%). The city has experienced serious economic downturn as large defense companies leave the area. The loss of COVID federal benefits and skyrocketing costs and rents have caused increasing financial desperation. These conditions create even greater vulnerability and safety risks for violence survivors.

Program Description

Use the space provided to:

- 1) Describe the types of services and/or activities to be provided by the proposed project.
- 2) Describe how the proposed project will address the problem and needs previously identified in the Needs Assessment.
- 3) Describe any risk factors and protective factors to be addressed.
- 4) Describe applicant and/or project collaboration with victim services, criminal justice, and community-based partners that reflect a regional and coordinated approach in addressing domestic violence, sexual assault, dating violence, and/or stalking. Please include the names of collaborating agencies or partners.

Project Description

The level of violence in Pittsfield is high. The need for this program is great. We seek VAWA STOP funding to continue our Civilian Advocate Program with EFC.

PPD is a critical point of access for victims in our community. Often it receives the first call about domestic and sexual violence. These are among the most difficult calls for police assistance. Officers must be alert and impartial. They must be responsive to the needs and safety of victims. At the same time, officers must always anticipate the unexpected. Domestic violence situations are often characterized by anger and intense emotion which can easily be directed against the responding officers, who may suddenly become the target of ensuing violence by the batterer (Pittsfield Police Department, Domestic Violence Policy and Procedure, 2.05).

We know that law enforcement alone cannot adequately respond to domestic or sexual violence. Many victims are reluctant or afraid to involve police. We do not have the appropriate resources, networks, confidentiality protections, or expertise. While law enforcement intervention can be critical as a short-term safety tool, it does not by itself help victims be safe and recover from violence. Too often our officers see victims of violence afraid to get help, feeling trapped, pressured by the abuser's family and friends, or beaten down and beaten up by years of abuse. Over and over our officers may return to a home, fearing the worse.

Our civilian advocate program addresses four major needs. First, a victim receiving law enforcement intervention can now be offered immediate and ongoing services provided directly by a trained counselor/advocate from EFC. Second, it builds a critical relationship between law enforcement and victim services, integrating our resources and opening a door to an array of direct confidential help for the benefit of all survivors. Third, we provide training to our officers about the dynamics of relational and sexual violence, effective response, and available resources and tools. Fourth, with PPD and EFC working as partners, we can more effectively reach out to our community, promote access to help, and coordinate our community response. We know our work is better when working as a team.

The civilian advocate and PPD's liaison review domestic and sexual violence calls received by PPD. The advocate has cards listing her cell phone number so that victims may reach her directly, as well as EFC's 24/7 hotline number. She contacts referred victims and provides crisis intervention, safety services, safety-planning, counseling, information about the victim's options and rights, liaisons services between the victim and police, assessment of victim's experience with PPD, and access to the full range of EFC services. She facilitates referrals to community programs for other necessary services, including financial and housing assistance, childcare, family support, mental health and medical assistance. She meets with victims outside PPD, either at an EFC office or another safe location, if preferred by the victim. The advocate works closely with PPD's Domestic Violence Liaison, who facilitates program referrals, coordinates officer back up, and helps develop training and evaluation of program services.

The sooner the intervention, the better the outcome. The program has a protocol to provide outreach to victims within 24 hours of contact or as soon as possible. If a call comes in when the civilian advocate is not present, the responding officer can contact EFC through its 24-hour hotline for immediate help.

EFC's civilian advocate, Meghan Sherman, began with this program in August 2024, previously working as a dispatcher for the North Adams Police Department. She is fully trained by EFC under MGL chapter 233 §§20j and 20k, CJIS certified, and continues training with her EFC program supervisor. Our previous civilian advocate was promoted to EFC Shelter Programming Coordinator.

Program partners are trained in high risk assessment. Cross training of PPD and EFC increases awareness of the dynamics of violence and develops more effective methods for intervention to increase an outcome of safety. The training for PPD includes a review of the Standards and Practices endorsed by and approved by the Massachusetts Chiefs of Police and sexual assault response guidelines. Other training topics include information concerning available community services and resources, EFC services, PPD protocols, responding to children in domestic violence cases, a review of the dynamics of domestic violence and sexual assault, high risk factors, protective factors, and the latest research and laws as they relate to victim services and law enforcement. More and more PPD officers coordinate with EFC services, whatever time or day, calling its hotline and when necessary using its 24 hour physical response to hospitals and the police station.

Our outreach and education efforts within the community both advertise the program and promote awareness and access to help. The power of "word of mouth" and personal contact is critical in marketing services to residents within our community. This "word of mouth" dynamic acts as an important referral tool and increases the credibility of the program, making victims more likely to use its services and community members more likely to refer those in need. Program partners reach out to area clergy, health care providers, homeless shelters, schools and others, providing presentations and materials. We table at fairs and neighborhood events in Pittsfield.

No single response works for all victims. The program uses tools and services to address a full range of risk and protective factors, such as safety factors, demographics, immigration status, children in the household, gang involvement, support systems, financial circumstances, mental and physical abilities, geographic isolation, animal/pet safety, etc. Victims of violence are at much greater risk of injury or death when they separate from their abusers. Other risk factors include many of the barriers to safety faced by rural victims - isolation, economic precarity, lack of anonymity, presence of weapons in the home, traditional social views and entrenched cultural stigma, limited availability of services, transportation barriers, linguistic or cultural isolation, and inherited generational trauma. We know too many stories from survivors who suffered abuse for years before finding a way to reach us, or who did not know or were afraid to call for help, believing no other way of life is possible.

We also recognize the diverse strengths Pittsfield residents bring to their lives and their communities every day, and the ways that some risk factors (like social connectedness and concern for children) can be transformed into protective factors in the right environment. The partnership between PPD and EFC strengthens community protective factors in Pittsfield, including community knowledge about relationship and sexual violence and the help available, access to resources (housing, income, etc.), social connectedness, emotional resilience, and a flexible, responsive, accessible, coordinated response from service providers and community organizations. Again, there can be no wrong door.

Berkshire County has a long history of collaboration and program partners are active participants. The partners will continue their participation in area groups, including the District Attorney's High Risk Team and Lethality Assessments, the Pittsfield HUB, the Race Task Force, Berkshire Community Action's Board of Directors and its Community Connector meetings, the Human/Animal Violence Education Network, the Advisory Boards of the Department of Transitional Assistance and the Department of Children and Families, the Pittsfield Homelessness Committee, the regional DHCD Family Services Network, the human trafficking work group led by Second Street/Berkshire County Sheriff's Office, and the Pittsfield mayor's new Advisory Taskforce on Mental Health and Substance Use Disorder.

We will continue our involvement with neighborhood initiatives, including those on the West Side which is the area of Pittsfield with the highest rate of violence and home to the EFC main office. PPD has extensive citywide and neighborhood projects, including its Neighborhood Watch Projects. Both partners work closely with the courts, the District Attorney's office, other county and state law enforcement units as well as emergency responders. PPD has strong and positive relationships with law enforcement and community agencies throughout our region and meets regularly with many of the agencies that serve victims of violence. The partners work collaboratively with the Adams Police Department's civilian advocate program.

EFC has joint grants with Berkshire County Kids' Place, PPD, Adams Police Department, Community Legal Aid, the MA Office of Community Corrections, Berkshire Immigrant Center, Community Health Programs, and Berkshire Pride. It works closely with area schools and all the county colleges. EFC partners with Berkshire Humane Society for its SafePet program. It sites advocates in four county courts, including

Central Berkshire District Court and Probate and Family Court in Pittsfield. EFC subcontracts with the Sheriff's Department for security in its visitation program. It closely coordinates with the District Attorney's office as well as Community Corrections and area Probation Departments. NAACP Berkshire Chapter partners with it in their annual "Rise Together" effort. Local banks, colleges, and (self) employment services volunteer in its "Money School/Escuela de Finanzas" program.

All these resources are vital for providing a holistic network of support network for victims of violence and those at risk. Connected in these ways, we can maximize and coordinate services without duplicating efforts.

Pertinent information such as graphs or charts may be uploaded on the "Document Upload" page under "Additional Materials."

Law Enforcement Applicants

Has your agency implemented the following:

2017 EOPSS Domestic Violence Law Enforcement Guidelines

Yes

2017 EOPSS Adult Sexual Assault Law Enforcement Guidelines

Yes

Protocol for informing victims of their rights under MGL ch.209A

Yes

How will confidentiality be handled if a civilian advocate is not an employee of a victim service provider (if applicable)?

Not applicable. Our civilian advocate is a victim service provider staff.

Does your agency have a public website where information and referral services for community-based domestic violence and sexual assault programs can be accessed?

Yes

How does your agency respond to requests for U Visa certificates (supplement B of Form I-918)?

PPD has a process for responding to requests for U visa certificates and works very closely with Berkshire Immigrant Center, which is based in Pittsfield (and located just across the street from PPD). Berkshire Immigrant Center is the primary provider of immigration services, advice and legal referrals in Berkshire County. PPD staff works with undocumented victim of crimes to complete supplement B of Form I-918. The office of the Chief of Police is the designated point of contact for U visa certification forms.

Project Goals, Objectives, Activities, Timeline, and Performance Measures

Goal 1

Goal 1

Increase the short- and long-term safety and well-being of victims of domestic and sexual violence

Objectives, Activities, and Timeline

Objectives	Activities*	Start Date	End Date
Integrate law enforcement and victim services response to offer immediate and better options for survivors	Assign civilian advocate (0.5 fte) employed by EFC with PPD PPD refers domestic/ sexual violence reports for follow-up and service by the civilian advocate within 24 hours or as quickly as possible; program serves 120 survivors	1/1/2025	12/31/2025
Improve access to and effectiveness of services to vulnerable and under-served populations.	EFC provides PPD officers with program materials, EFC leaflets concerning services and access projects for vulnerable and underserved populations, and civilian advocate business cards in English/Spanish with access symbols to give victims	2/1/2025	12/31/2025
Promote officer use of program and victim services during evening and weekend hours by calling EFC hotline	Program partners reinforce officer use of EFC 24 hour services through written materials and personal contact	1/1/2025	12/31/2025
Increase partner knowledge concerning domestic and sexual violence, safety issues, resources and criteria for effective response	Program staff provide training to PPD officers and responders and new victim service staff and volunteers Program staff reinforce officer use of program resources through written materials and personal contact;	1/1/2025	12/31/2025

**Include a bidding process for contract and/or equipment purchases*

Performance Measures/Evaluation Methods

Civilian advocate records program hours on time detail and records victim contact and services in EFC secure database, including date of contact, services provided, referrals made, EFC hotline use, outcomes, demographics
 Materials are evaluated, revised and distributed to PPD staff
 Program progress and demographics of survivors served reviewed quarterly
 Hotline calls and physical response generated by PPD is recorded in secure EFC database
 Trainings, including who and how many attended and topics covered, recorded in EFC database

Goal 2

Goal 2

Improve community awareness of and trust in program services to increase victim engagement

Objectives, Activities, and Timeline

Objectives	Activities*	Start Date	End Date
Continue and strengthen partnerships and efforts to promote collaborative response, outreach and warm referral strategies	Partners participate in community coalitions and neighborhood initiatives - at least two monthly; Program staff conducts a minimum of four community presentations concerning program services Program staff distributes community education materials to at least eight area providers and community locations	1/1/2025	12/31/2025

**Include a bidding process for contract and/or equipment purchases*

Performance Measures/Evaluation Methods

Partner participation in community coalition or initiative recorded in PPD documents and/or EFC database
 Partner presentation/training recorded in EFC database with information concerning the date of event, location, participants, topics of training
 Distribution of materials recorded in EFC database

Goal 3

Goal 3

Increase coordination of program services with other community partners

Objectives, Activities, and Timeline

Objectives	Activities*	Start Date	End Date
Work with District Attorney and his office to increase victim safety	Program staff participate in DA's High Risk Team and confer on individual cases with survivor consent	1/1/2025	12/31/2025
Promote Berkshire Medical Center's use of EFC's hotline and physical response for domestic violence as well as rape situations to provide more immediate and coordinated responses by law enforcement, medical and victim services	Program staff distributes and posts literature at Berkshire Medical Center, with special focus on emergency room; program staff works with SANE regional coordinator in continuing discussions with Berkshire Medical Center on response to rape, sexual assault and domestic/dating violence	1/1/2025	12/31/2025

**Include a bidding process for contract and/or equipment purchases*

Performance Measures/Evaluation Methods

Meetings with DA's office recorded in EFC database

Physical response services to Berkshire Medical Center recorded in EFC database; numbers compared to previous periods

Trainings/meetings with SANE and/or Berkshire Medical Center, recorded in EFC database

Materials are distributed to Berkshire Medical Center quarterly; recorded in EFC database

Budget

Dollar amount of funding requested in your application

\$64,763.75

FFY2024 Allocation Amount

\$64,763.75

Match Contribution

\$22,461.75

Match Minimum

\$21,587.92

Budget Narrative

For each cost category that has an associated funding request in the Budget Excel Worksheet (Attachment A), please provide an overall description and justification of that cost category. The budget category narratives should describe what the budget entails, why the items in that category are needed, and how the budgeted amount was determined. Please include any hires under personnel, a particular training, supplies needed, vendor information or process for selecting a vendor, where applicable. Applicants should submit a budget for up to approximately 12 months.

The budget narrative for each cost category should not be a copy-paste list of the budget item list from your Budget Excel Worksheet - you are expected to justify the need for those items as outlined above.

Does the budget for this project include personnel costs?

No

Does the budget for this project include overtime & enforcement costs?

No

Does the budget for this project include fringe & payroll tax costs?

No

Does the budget for this project include indirect rate costs?

No

Does the budget for this project include consultants/contract costs?

Yes

Consultants/Contractors Narrative

PPD contracts with EFC for civilian advocate services (0.5 fte) as described in the application. The civilian advocate receives the appropriate training and supervision and is covered as required by MGL Ch. 233 §§20j and 20k. The civilian advocate rate includes costs associated with provision of these services, including cell phone, printed materials, travel, client transportation, training, office space outside PPD with landline and database access, secure storage of client records, laptop, internet, Telehealth HIPAA compliant zoom, outreach and office/program supplies, etc. EFC's Director of Programs provides programmatic supervision and back-up/outreach/training. EFC's Clinical Services Director, a Master's level LICSW, provides clinical supervision as required by MGL ch. 233, sec. 20j. EFC grant coordinator (currently the ED) prepares applications, reports, billings and provides programmatic back-up and outreach.

Consultants/Contractors Costs

\$64,763.75

Does the budget for this project include equipment & technology costs?

No

Does the budget for this project include travel costs?

No

Does the budget for this project include supplies costs?

No

Does the budget for this project include other costs?

No

Cost Categories Total

\$64,763.75

Document Upload

Attachment A: Budget Excel Worksheet Form (Summary and Details sheets)



[VAWA STOP Attachment A Pittsfield Police Department.xlsx](#)
0.1 MB



Attachment B: Risk Assessment Form



[Sub-grantee Risk Assessment Pittsfield Police Department.pdf](#)
0.2 MB



Attachment C/D: Certification of Consultation/MOA



[Certification of Consultation MOA Pittsfield Police Department.pdf](#)
0.2 MB



Attachment E: Certification Letter for Applicants Proposing to Provide Legal Assistance

Indirect Cost Rate Agreement

Fringe Rate Agreement

Additional Materials

Authorizing Official Signature

As the Authorizing Official of

Pittsfield Police Department,

I am requesting funds for the FFY2024 Violence Against Women Act STOP Formula Grant award from the Office of Grants and Research. I have reviewed and approve the content contained in this application being submitted for consideration of funding.

Name of Applicant

Pittsfield Police Department

Authorizing Official Name

Thomas Dawley

Job Title

Chief of Police

Signature

Date

10/3/2024



The confirmation email will go to the grant contact at this email:

jbroderick@elizabethfreemancenter.org

If this is incorrect, please update the email address in the Grant Point of Contact section.



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

Peter M. Marchetti
Mayor

December 3, 2024

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

Dear Councilors:

Please accept a brief presentation from the administration with a quarterly update on the American Rescue Plan Act (ARPA).

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure

ARPA Financial Summary Quarterly CC Report
Thru Sept 30, 2024 - Updated 10-31-24

Reporting Period (by calendar year thru Sept 30, 2024)	Total Obligated ARPA \$s	% of Total Funds	2024			Expenditures to Date	Net Available	COMPLETION DATES	
			Q1	Q2	Q3				TOTAL
1									
	Public Health - Covid prev.								
1.1	vaccine	\$ 11,500	0.0%	2254.00		\$ 5,635	\$ 5,865	Dec-24	
1.2	testing	\$ 76,600	0.2%			\$ 76,600	\$ -	complete	
1.3	CT - contractors	\$ 146,877	0.4%			\$ 146,877		complete	
1.3	CT- cell phones	\$ 884	0.0%			\$ 884		complete	
1.4	Crosby steam traps	\$ 21,700	0.1%			\$ 21,700	\$ -	complete	
1.4	Reid, Capeless -steam traps, boilers &ventilation systems	\$ 55,300	0.1%			\$ 55,300	\$ -	complete	
1.4	PHS heating controls (also see 6.1 PHS boilers)	\$ 2,928,100	7.2%		\$ 149,689	\$ 2,928,100	\$ (0)	complete	
1.4	HVAC Control Upgrades	\$ 167,590	0.4%	\$ 19,250		\$ 70,662	\$ 89,912	\$ 77,678	Jun-25
1.4	R2 Ventilation system upgrade (SR CTR)	\$ 25,000	0.1%			\$ -	\$ 25,000	Apr-25	
1.9	Volunteers in Medicine	\$ 248,000	0.6%	\$ 25,000	\$ 73,000	\$ 25,000	\$ 248,000	\$ -	complete
1.11	BCRHA-mediation	\$ 240,000	0.6%	\$ 22,250	\$ 29,875	\$ 29,875	\$ 134,500	\$ 105,500	Jun-25
1.12	Mental Health/SA Initiative	\$ -	0.0%			\$ -	\$ -		removed
1.12	Brien Center	\$ 400,000	1.0%	\$ 10,931	\$ 7,327	\$ 13,395	\$ 160,448	\$ 239,552	Jun-25
1.12	Arts in Recovery for Youth	\$ 149,500	0.4%	\$ 13,101	\$ 15,297	\$ 16,514	\$ 89,691	\$ 59,809	Jun-25
1.13	G.B. Crane Center	\$ 165,000	0.4%	\$ 23,380	\$ 25,280	\$ 20,015	\$ 138,614	\$ 26,386	Jun-25
1.14	Health Dept Vaccination Capacity	\$ 60,000	1.3%			\$ 14,463	\$ 14,463	\$ 45,537	Dec-24
	Subtotal	\$ 4,624,551	11.4%	\$ 116,166	\$ 300,468	\$ 175,461	\$ 4,110,724	\$ 533,925	
2									
	Negative Economic Impacts								
2.1	South Community Food Bank	\$ 48,616	0.1%			\$ 48,616	\$ 0	complete	
2.10	Berk Theatre Group	\$ 220,000	0.5%	\$ 42,411	\$ 30,691	\$ 21,698	\$ 190,249	\$ 29,751	Dec-24
2.10	BCC	\$ 70,000	0.2%	\$ 1,658	\$ 3,854	\$ 6,327	\$ 20,567	\$ 49,433	Jun-25
2.10	BCARC	\$ 46,186	0.1%	\$ 4,953			\$ 41,522	\$ 4,664	Dec-24
2.11	YMCA	\$ 250,000	0.6%				\$ 250,000	\$ -	complete
2.11	Boys & Girls Club	\$ 500,000	1.2%				\$ 500,000	\$ -	complete
2.11	Child Care of the Berkshires	\$ 125,000	0.3%	\$ 8,904	\$ 18,501	\$ 25,463	\$ 57,441	\$ 67,559	Jun-25
2.12	Berk Nursng Families	\$ 9,968	0.0%				\$ 9,968	\$ -	complete
2.14	18 Degrees	\$ 600,000	1.5%	\$ 49,350	\$ 48,673	\$ 39,013	\$ 333,066	\$ 266,934	Jun-25
2.14	Pediatric Development Ctr	\$ 65,000	0.2%				\$ 65,000	\$ -	complete
2.11	Head Start	\$ 700,000	1.7%	\$ 40,178	\$ 60,230	\$ 86,079	\$ 340,196	\$ 359,804	Jun-25
2.15	White Terrace Affordable Housing - Support Services	\$ 750,000	1.8%				\$ 750,000	\$ -	complete
2.16	ServiceNet/Shelter at First United Methodist Church	\$ 354,500	0.9%		\$ 143,129		\$ 354,500	\$ -	complete
2.16	Zion, First St - Housing Resource Center & 8 units	\$ 6,230,000	15.3%				\$ -	\$ 6,230,000	Dec-25
2.18	Berk Community Action Cncl	\$ 500,000	1.2%	\$ 63,985	\$ 14,580	\$ 6,246	\$ 442,983	\$ 57,017	Jun-25
2.18	Community Legal Aid	\$ 30,000	0.1%	\$ 5,941	\$ 3,169	\$ 1,904	\$ 23,643	\$ 6,357	Jun-25
2.18	Previously Homeless - On-Site	\$ 300,000	0.7%				\$ -	\$ 300,000	Dec-24
2.18	Westside Legends - Revolving Construction Fund	\$ 289,160	0.7%	\$ 25,275		\$ 19,500	\$ 96,360	\$ 192,800	Jun-25
2.18	At Home in Pittsfield	\$ 500,000	1.2%				\$ 500,000	\$ -	complete
2.18	AHTF Seed Funding	\$ 861,460	2.1%				\$ 500,000	\$ 361,460	Jun-25

ARPA Financial Summary Quarterly CC Report
Thru Sept 30, 2024 - Updated 10-31-24

Reporting Period (by calendar year thru Sept 30, 2024)		Total Obligated ARPA \$s	% of Total Funds	2024			Expenditures to Date	Net Available	COMPLETION DATES
2.19	Soldier On	\$ 130,000	0.3%	\$ 21,421	\$ 22,628	\$ 23,342	\$ 67,391	\$ 62,609	Jun-25
2.22	Sidewalk Upgrades	\$ 900,000	2.2%				\$ 900,000	\$ 0	complete
2.22	Roots Rising - Urban Farm	\$ 100,000	0.2%				\$ -	\$ 100,000	Jun-25
2.22	Pickle Ball Complex	\$ 510,321	1.3%	\$ 315	\$ 36,182		\$ 509,621	\$ 700	Sep-24
2.22	Springside Park & Pond Rehab	\$ 675,000	1.7%	\$ 2,172	\$ 14,808	\$ 381,616	\$ 402,006	\$ 272,994	Oct-24
2.22	Pontoosuc Lake Park Upgrades, Amenities, Parking lot paving	\$ 640,530	1.6%						
2.29	Mass MoCA	\$ 100,000	0.2%	\$ 2,475	\$ 4,051	\$ 10,749	\$ 90,242	\$ 9,758	Dec-24
2.29	PERC/DPI	\$ 350,000	0.9%		\$ 110,000		\$ 350,000	\$ -	complete
2.30	Berk Black Economic Cncl	\$ 700,000	1.7%	\$ 116,682		\$ 85,137	\$ 416,315	\$ 283,685	Jun-25
2.31	WSBP-Site 9	\$ 4,500,000	11.1%	\$ 1,022,295	\$ 1,159,148	\$ 1,875,118	\$ 4,056,561	\$ 443,439	Dec-24
2.34	Berk Art Center	\$ 80,000	0.2%	\$ 9,582	\$ 9,063	\$ 13,918	\$ 71,259	\$ 8,741	Dec-24
2.34	Berk Museum	\$ 175,000	0.4%	\$ 52,420	\$ 18,561		\$ 123,659	\$ 51,341	Jun-25
2.34	ROPE	\$ 550,000	1.4%	\$ 34,668	\$ 38,953	\$ 65,184	\$ 360,315	\$ 189,685	Jun-25
2.34	The Dream Center	\$ 245,000	0.6%				\$ 245,000	\$ -	complete
2.34	Gladys Allen Brigham	\$ 100,000	0.2%				\$ 96,570	\$ 3,430	Nov-24
2.34	Goodwill	\$ 200,000	0.5%				\$ 200,000	\$ -	complete
2.34	Berkshire Music School	\$ 19,906	0.0%	\$ 8,420			\$ 19,906		complete
2.34	Community Partners - Strategic Planning Grants	\$ 130,000	0.3%				\$ 130,000	\$ -	complete
2.34	Mass Audubon	\$ 160,000	0.4%				\$ 78,430	\$ 81,570	Sep-24
2.35	Community Marketing Campaign	\$ 510,000	1.3%	\$ 5,000	\$ 5,000	\$ 9,832	\$ 494,507	\$ 15,493	Dec-24
2.35	Barrington Stage	\$ 125,000	0.3%				\$ 125,000	\$ 0	complete
2.35	Jacob's Pillow	\$ 30,000	0.1%			\$ 6,181	\$ 30,000	\$ -	Jun-24
2.37	Second St, Second Chances	\$ 700,000	1.7%	\$ 94,605			\$ 300,776	\$ 399,224	Jun-25
2.37	Berk Civic Ballet	\$ 76,920	0.2%	\$ 8,013	\$ 5,461	\$ 5,461	\$ 49,733	\$ 27,187	Jun-25
2.37	Habitat for Humanity	\$ 800,000	2.0%	\$ 65,893	\$ 66,738	\$ 68,932	\$ 486,151	\$ 313,849	Jun-25
2.37	Berkshire Immigrant Center	\$ 80,000	0.2%	\$ 10,000	\$ 10,000	\$ 10,000	\$ 70,000	\$ 10,000	Sep-24
2.37	Berkshire Center for Justice	\$ 50,000	0.1%		\$ 6,247		\$ 50,000	\$ -	complete
	Subtotal	\$ 25,087,567	61.8%	\$ 1,696,616	\$ 1,829,667	\$ 2,761,700	\$ 14,247,552	\$ 10,199,485	
3	Public Health - Capacity								
3.1	Community Outreach WKR	\$ 117,600	0.3%	\$ 13,308	\$ 13,308	\$ 11,985	\$ 103,618	\$ 13,982	Dec-24
	Subtotal	\$ 117,600	0.3%	\$ 13,308	\$ 13,308	\$ 11,985	\$ 103,618	\$ 13,982	
5	Infrastructure								
5.1	Ashley Trmt Facility constr.	\$ 3,705,525	9.1%	\$ 176,784	\$ 231,645	\$ 180,645	\$ 3,705,525	\$ 0	Dec-24
5.1	Ashley WTF 2 Design	\$ 766,718	1.9%						Oct-26
5.1	CHP upgrades to WWTP	\$ 364,868	0.9%	\$ 66,237	\$ 94,523		\$ 364,868	\$ 0	complete
5.5	Second St Sewer line	\$ 121,888	0.3%				\$ 121,888	\$ 0	complete

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5.5	Asset Mgmt - WWTP	\$ 167,823	0.4%	\$ 13,938			\$ 167,823	\$ 0	complete
5.11	Cleveland WTP	\$ 1,276,719	3.1%	\$ 146,426	\$ 101,025		\$ 1,276,719	\$ (0)	complete
	Subtotal	\$ 6,403,541	15.8%	\$ 403,385	\$ 427,193	\$ 180,645	\$ 5,636,822	\$ 766,719	
6	Revenue Replacement								
6.1	Fire Houses -upgrades	\$ 605,000	1.5%		\$ 19,803	\$ 274	\$ 155,183	\$ 449,817	Mar-25
6.1	Library - Inventory Control	\$ 176,297	0.4%				\$ 176,297	\$ (0)	complete
6.1	Library Carpet Replacement	\$ 508,103	1.3%		\$ 10,000		\$ 20,000	\$ 488,103	Dec-24
6.1	Library parking - paving	\$ 117,050	0.3%						
6.1	THS Backstop	\$ 29,780	0.1%				\$ 29,780	\$ -	complete
6.1	PHS Boilers	\$ 213,210	0.5%	\$ 151,710	\$ 49,200		\$ 200,910	\$ 12,300	Dec-24
6.1	Water Meter Grants - Seniors	\$ 195,613	0.5%	\$ 83,948	\$ 111,665		\$ 195,613	\$ -	complete
6.1	Taconic Track	\$ 321,406	0.8%			\$ 12,319	\$ 12,319	\$ 309,087	Nov-24
6.1	Jaws of Life (PFD)	\$ 50,851	0.1%		\$ 50,851		\$ 50,851	\$ 0	complete
6.1	McKay Elevator	\$ 133,518	0.3%				\$ -	\$ 133,518	Dec-24
6.1	Old Town Hall HVAC Design	\$ 123,700	0.3%						
6.1	Old Town Hall HVAC Install	\$ 541,639	1.3%						
6.1	Willis St Parking lot paving	\$ 144,000	0.4%						
6.1	Clapp Park Bathroom Demo	\$ 29,285	0.1%						
	Subtotal	\$ 3,189,452	7.9%	\$ 235,658	\$ 241,519	\$ 12,593	\$ 840,953	\$ 2,348,499	
7	Administration								
7.1	Equipment	\$ 4,820	0.0%				\$ 3,320	\$ 1,500	Dec-26
7.1	Personnel	\$ 700,751	1.7%	\$ 27,740	\$ 28,140	\$ 25,915	\$ 385,245	\$ 315,506	Jun-27
7.1	Fringe	\$ 277,289	0.7%	\$ 11,824	\$ 12,025	\$ 12,387	\$ 142,865	\$ 134,424	Jun-27
7.1	Translations	\$ 251	0.0%				\$ 251		complete
7.1	Tyler Tech	\$ 10,690	0.0%	\$ 740			\$ 9,950	\$ 740	Dec-24
7.1	DR reim. Supplies	\$ 50	0.0%				\$ 50	\$ -	complete
7.1	MUNIS software	\$ 26,556	0.1%				\$ 26,556	\$ -	complete
7.1	Audits	\$ 12,800	0.0%		\$ 3,200		\$ 6,400	\$ 6,400	Dec-26
7.1	supplies/printing	\$ 1,800	0.0%	\$ 54	\$ 47	\$ 134	\$ 738	\$ 1,062	Dec-26
7.1	Wireless phones	\$ 4,134	0.0%	\$ 215	\$ 21	\$ 144	\$ 1,698	\$ 2,437	Dec-26
7.1	Consultants (DSauer, NPC, Rmatus, Rborglo & DLR)	\$ 130,427	0.3%	\$ 26,405	\$ 12,715	\$ 10,631	\$ 89,308	\$ 41,119	Dec-24
7.1	Partner meetings & community events	\$ 10,500	0.0%	\$ 1,194	\$ 842		\$ 7,605	\$ 2,895	Dec-24
	Subtotal	\$ 1,180,068	2.9%	\$ 68,172	\$ 56,990	\$ 49,211	\$ 673,986	\$ 506,082	
	TOTAL OBLIGATIONS	\$ 40,602,779	100.0%	\$ 2,533,305	\$ 2,869,145	\$ 3,191,594	\$ 25,613,657	\$ 14,989,123	
	Total ARPA Funding	\$ 40,602,779							
	Net Available	\$ (0)							

American Rescue Plan (ARPA) City Council Update

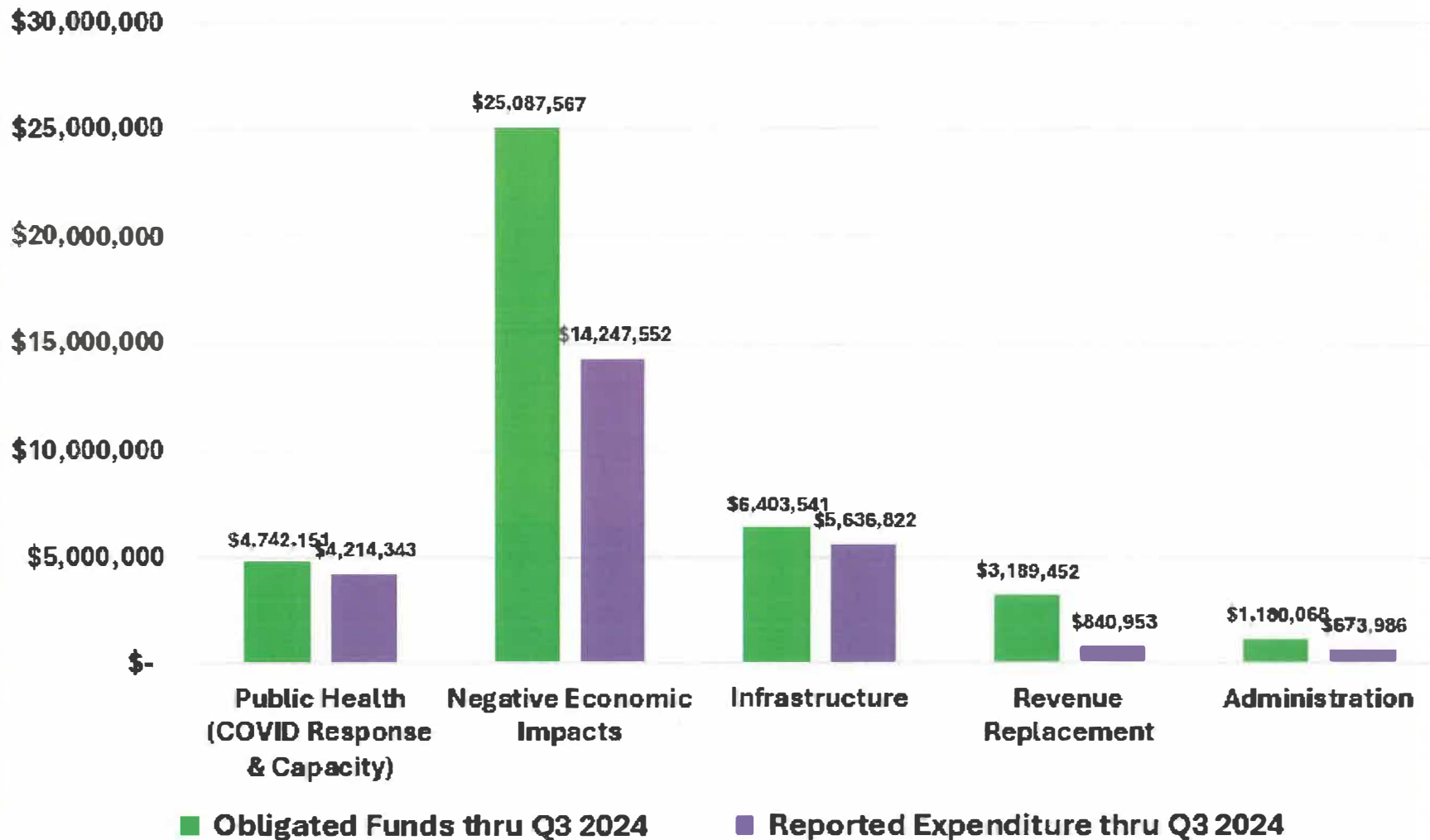


December 10, 2024

Obligated & Expended ARPA Funds

(thru September 30, 2024)

Obligated and Expended ARPA Funds to Date (thru September 2024)



All funds have been obligated
to meet the
U.S. Treasury deadline -
December 2024

City
Projects
completed
last
quarter

\$195,613

113 Water meter installations.
Income qualifying households.

\$1.276 million

Cleveland Water Treatment
Plant upgrades

City Projects

In Progress - \$2.445 million

Health Dept – Vaccination Capacity

Fire Stations upgrades

Springside Pond Rehab

Taconic High School Track replacement

Library carpet/flooring replacement;
parking lot repaving

HVAC Control Upgrades – multiple
schools

City Projects

Work starting - \$1.306 million

- Old Town Hall HVAC Design & Installation
- Pontoosuc Lake Park Upgrades
 - Ecological improvements
 - Handicap accessibility
 - Promenade walkway

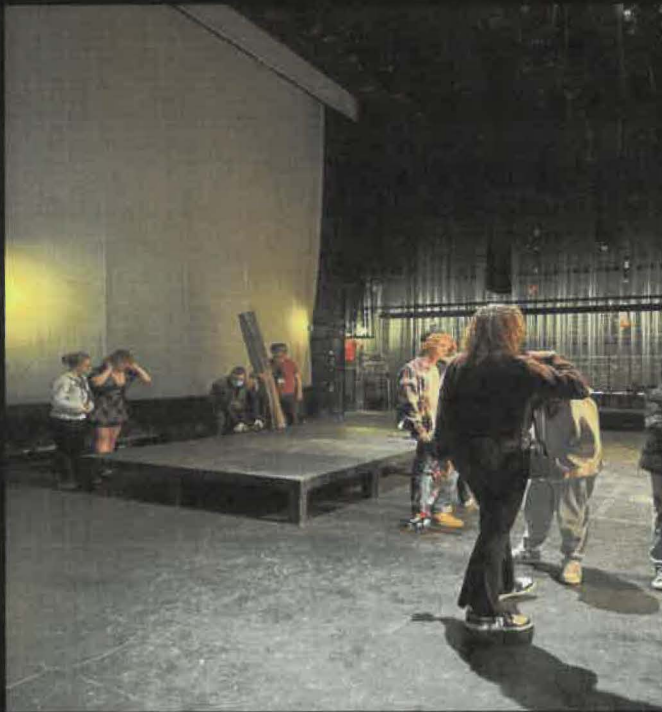


Assistance to Residents

Community Navigator Program
ARPA Funding \$800,000

- Habitat for Humanity - Expand existing program to support pandemic recovery:
- 3 years
- Address community & household needs, barriers

Job Training Assistance: Berkshire Theatre Group



- ARPA Funding: \$220,000
- 2.5 years
- Mentoring & Job Training for Pittsfield & Taconic High School students
- Full range of opportunities
- Build skills for the cultural economy



Community Partnerships

- 37 Grant Agreements
- \$6.3M in ARPA funds disbursed thru 2024 Q3
- Completed:
 - 8 capital projects
 - 7 program grants

Housing Support

Groundbreaking Dec 3

\$6.2 Million

First St Apartments, LLC

First St Apartments –

- 9 micro-apartments for people experiencing homelessness

First St Housing Resource Center -

- supportive services and amenities



Housing Support

W. Housatonic St

\$300,000

Hearthway, Inc.

- 28 permanent micro-apartments for people
- On-site supportive services for a minimum of 20 years
- Project cost \$11.75 million



Updates and Highlights

ARPA page on City website:

www.cityofpittsfield.org



ARPA

- 24 Community Partner Profiles published to date
- Link to US Treasury Quarterly Reports
- Summary of Financial Expenditures

ARPA@cityofpittsfield.org

American Rescue Plan (ARPA) City Council Update

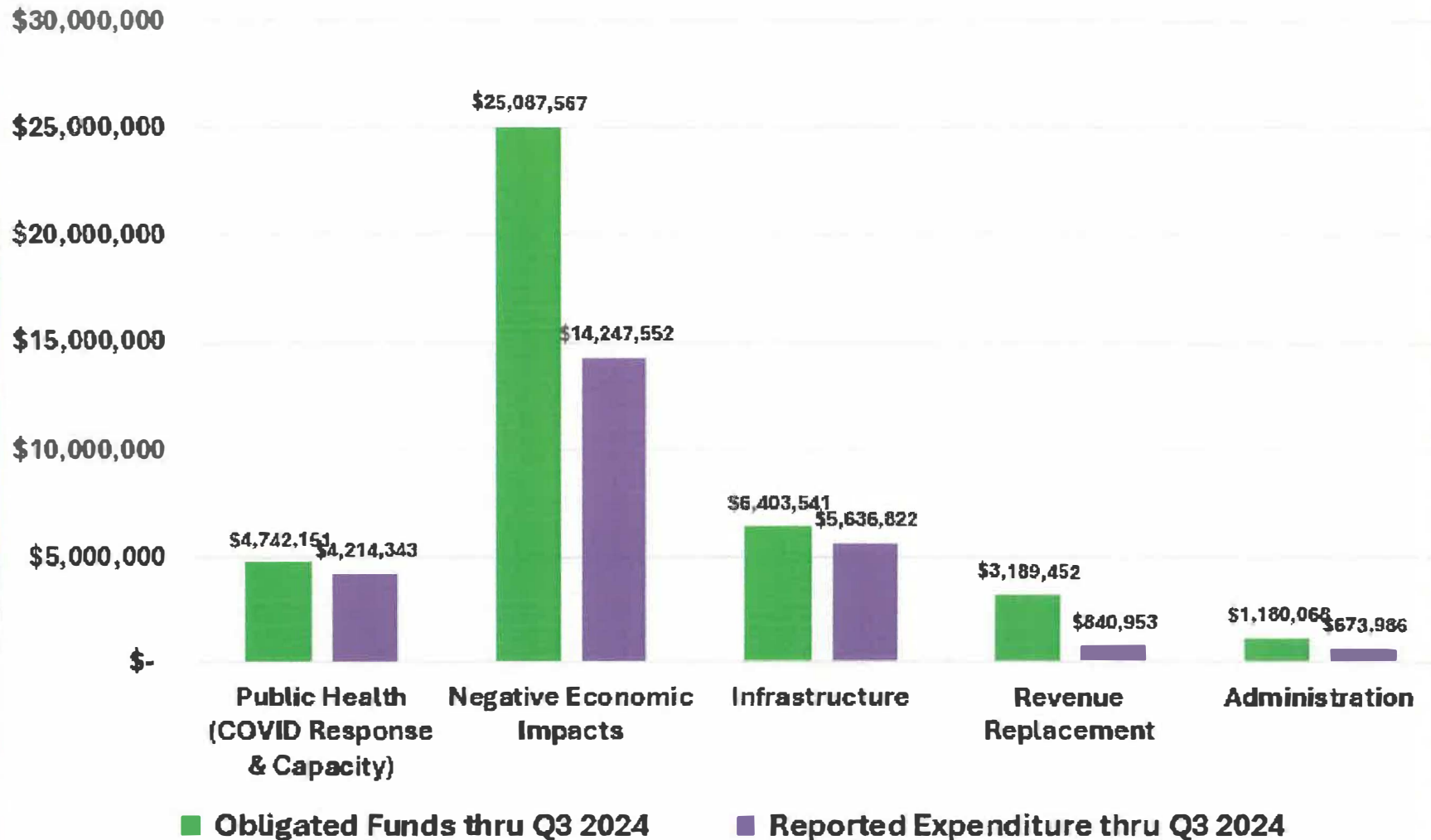


December 10, 2024

Obligated & Expended ARPA Funds

(thru September 30, 2024)

Obligated and Expended ARPA Funds to Date (thru September 2024)



All funds have been obligated
to meet the
U.S. Treasury deadline -
December 2024

City
Projects
completed
last
quarter

\$195,613

113 Water meter installations.
Income qualifying households.

\$1.276 million

Cleveland Water Treatment
Plant upgrades

City Projects

In Progress - \$2.445 million

Health Dept – Vaccination Capacity

Fire Stations upgrades

Springside Pond Rehab

Taconic High School Track replacement

Library carpet/flooring replacement;
parking lot repaving

HVAC Control Upgrades – multiple
schools

City Projects

Work starting - \$1.306 million

- Old Town Hall HVAC Design & Installation
- Pontoosuc Lake Park Upgrades
 - Ecological improvements
 - Handicap accessibility
 - Promenade walkway



Assistance to Residents

Community Navigator Program
ARPA Funding \$800,000

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ARPA@cityofpittsfield.org



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

Peter M. Marchetti
Mayor

December 3, 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 the assignment of the ground lease of Lot #4 at the Westwood Center from Leonard F. Gigliotti to the Leonard F. Gigliotti Trust. The proposed Assignee will comply with the terms and conditions of the lease, which is explained in greater detail in the enclosed letter from the Department of Community Development,

The assignment was reviewed by City Solicitor Stephen Pagnotta, and provisionally approved, pending City Council approval, by the Pittsfield Economic Revitalization Corporation at its October 31, 2024, board meeting and the Pittsfield Municipal Airport Commission at its November 15, 2024, meeting.

I recommend the approval of the assignment as presented.

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

December 10, 2024

Peter Marchetti
City of Pittsfield
City Hall, 70 Allen Street
Pittsfield, MA 01201

RE: Westwood Center Lot #4 Lease Assignment

Dear Mayor Marchetti:

Leonard F. Gigliotti, the current lessee of Lot #4 at Westwood Center, has requested the City's approval that the ground lease be assigned to the Leonard F. Gigliotti Trust. The proposed "Assignment, Assumption and Release of Ground Lease and Consent" is attached.

Under article IX, Section 2 of the lease, the City is required to consent to the assignment provided that the proposed assignee can comply with three conditions:

- a) It must agree to abide by terms and conditions of the present lease, which is evidenced by a "written recordable instrument,"
- b) The entity is one with which the City may legally contract; and
- c) The City is presented with financial information indicating that the proposed assignee is capable of carrying out the "financial obligation" of the lease.

The enclosed Assignment, Assumption and Release of Ground Lease and Consent contain a covenant indicating that the proposed Assignee will comply with the terms and conditions of the lease.

The Pittsfield Economic Revitalization Corporation (PERC) is contracted by the City of Pittsfield and its responsibilities include the management of Westwood Center and the financial evaluation of tenants. At the PERC Board meeting on October 31, 2024, the members voted unanimously to recommend that the city approve the assignment of the lease.

The items are attached, and we ask that they be forwarded to the City Council. Please call me with any questions on this matter.

Respectfully submitted,


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 ASSIGNMENT OF THE
LEASE OF LOT NUMBER FOUR AT WESTWOOD CENTER
FROM LEONARD F. GIGLIOTTI TO THE
LEONARD F. GIGLIOTTI TRUST**

Ordered:

1. Pursuant to Assignment, Assumption and Release of Ground Lease and Consent, which Assignment, Assumption, Release and Consent is hereto attached and made a part of hereof, the City Council does hereby approve the Assignment of the lease of lot number four of Westwood Center.
2. That, the Assignee shall be Leonard F. Gigliotti Trust.

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND CONSENT

This ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND CONSENT is made this ____ day of November , 2024 by and among LEONARD F. GIGLIOTTI, (“Assignor”), LEONARD F. GIGLIOTTI, TRUSTEE OF THE LEONARD F. GIGLIOTTI TRUST, with a principal place of business at Lot #4 Westview Road, Pittsfield, Massachusetts and a mailing address of 1212 West Street, Pittsfield, Massachusetts(“Assignee”) and the CITY OF PITTSFIELD, a municipal corporation duly established under laws of the Commonwealth of Massachusetts (“Pittsfield”).

WHEREAS, Assignor is the ground lessee of certain improved real property located at Lot #4 Westview Road, Pittsfield, Massachusetts, pursuant to that certain written Lease dated as of April 15, 1986 by and between the City of Pittsfield, as lessor, and Leonard F. Gigliotti, as lessee, as affected by that certain Notice of Lease dated April 15, 1986 which is recorded with the Berkshire Middle District Registry of Deeds (“Registry of Deeds”) in Book 1143, Page 965, as modified by affidavit dated September 4, 1991 and recorded in said Registry of Deeds in Book 1338, Page 1043, the “Ground Lease”) which is for a term of forty (40) years with an option to extend the term for an additional forty (40) years, subject to payment of rent and the covenants, conditions and stipulations contained therein; and

WHEREAS, the Assignor and the Assignee, with the City of Pittsfield’s consent, wish to assign the Ground Lease pursuant to Article XI thereof.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign, transfer and convey unto the Assignee all right, title and interest in the Ground Lease, for the unexpired term and option term of said Ground Lease subject to the payment of rent and performance by the Assignee of the covenants, conditions and stipulations contained therein.
2. Assignee covenants during the continuance of said term to pay the rents reserved and to assume the Ground Lease and perform the covenants, conditions and stipulations in said Ground Lease to be performed by the Lessee and to keep and indemnify the Assignor against all actions, claims and demands whatsoever with respect to said rents, covenants, conditions and stipulations therein contained.
3. The City of Pittsfield, in consideration of the foregoing, consents to the assignment of the Ground Lease to the Assignee.

[Remainder of page left intentionally blank; signature pages appear on the following page]

This ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND CONSENT is signed as of the date that first appears above as an instrument under seal by the following:

<p>CITY OF PITTSFIELD:</p> <p>Pittsfield Municipal Airport Commission</p> <p>By: _____ Name: Daniel Shearer Title: Airport Manager</p>	<p>ASSIGNOR:</p> <p>Leonard F. Gigliotti</p> <p>By: _____ Name: Leonard F. Gigliotti Title:</p>
<p>Approved by the City Council</p> <p>By: _____ Name: Peter White Title: City Council President</p>	<p>ASSIGNEE:</p> <p>Leonard F. Gigliotti as Trustee, of the Leonard F. Gigliotti Trust</p> <p>By: _____ Name: Leonard F. Gigliotti Title: Trustee</p>
<p>Approved by the Mayor</p> <p>By: _____ Name: Peter Marchetti Title: Mayor</p>	
<p>Approved as to form and legality</p> <p>By: _____ Name: Stephen Pagnotta Title: Solicitor</p>	

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF [_____], SS.

On this ___ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, the _____ of the CITY OF PITTSFIELD - PITTSFIELD MUNICIPAL AIRPORT COMMISSION, who is personally known to me or proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Printed Name: _____
My Commission Expires: _____
SEAL:

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF [_____], SS.

On this ___ day of _____, 2024, before me, the undersigned notary public, personally appeared Leonard F. Gigliotti., who is personally known to me or proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding document and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Printed Name: _____
My Commission Expires: _____
SEAL:

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF [_____], SS.

On this ___ day of _____, 2024, before me, the undersigned notary public, personally appeared Leonard F Gigliotti, Trustee who is personally known to me or proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Printed Name: _____
My Commission Expires: _____
SEAL:



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

Memorandum

To: PERC Finance Committee
From: Stephen Pagnotta
Subject: Westwood Center Lot #4
Date: October 23, 2024

Re: Request for Consent to Assignment of Ground Lease at 4 Westview Road, Pittsfield, MA
From Leonard F. Gigliotti to the Leonard F. Gigliotti Trust u/d/t August 24, 24

I have reviewed the Lease dated April 15, 1986 between the City of Pittsfield, acting through the Pittsfield Municipal Airport Commission and Mr. Gigliotti, Mr. Gigliotti's exercise of his right to renew the lease dated November 1, 2028 and the Leonard F. Gigliotti Trust (the "Trust"). The Trust appears to be an estate planning trust established for Mr. Gigliotti. He is the donor and initial trustee of the Trust. The trust is for his benefit during his lifetime. Subject to any proposed Assignment, Assumption and Consent Agreement being substantially similar in form to those previously approved by PERC, PERC may consent to such an assignment.

Very truly yours,

Stephen N. Pagnotta
City Solicitor



PITTSFIELD MUNICIPAL AIRPORT COMMISSION

832 Tamarack Road, Pittsfield, MA 01201 | Telephone (413) 448-9790



21 November 2024

Laura Mick
Community Development Specialist
Community Development
70 Allen Street
Pittsfield, MA 01201

RE: Westwood Center Lot #4 Lease Assignment

Laura,

This letter is in response to your letter, dated 31 October 2024, regarding the request from Leonard Gigliotti, lessor of Westwood Center Lot #4, to transfer the ground lease to his trust, The Leonard F. Gigliotti Trust.

On 19 November, during its regular meeting, the Pittsfield Municipal Airport Commission (PMAC) reviewed Mr. Gigliotti's request including the other information that you provided and voted to approve the request.

Thank you for your help coordinating the legal, finance, and PERC review of this request and continuing to shepherd it through to City Council for final approval.

Sincerely,

Daniel J. Shearer
Airport Manager

Pittsfield Municipal Airport
832 Tamarack Rd
Pittsfield, MA 01201
Mobile: (413) 822-6586
Office: (413) 448-9790
dshearer@cityofpittsfield.org

CC: Thomas Sakshaug, D.D.S., PMAC Chair

RECEIVED BY CLERK
CITY OF PITTSFIELD, MA

2024 NOV 26 AM 10:41

**CITY OF PITTSFIELD
NOTICE OF ZONING AMENDMENT PUBLIC HEARING
PITTSFIELD CITY COUNCIL**

The City of Pittsfield in accordance with the provision of M.G.L Chapter 40A, Section 5, as amended, hereby gives notice to all interested parties that public hearings will be held on a petition to amend Chapter 23 Article 23-6, "Floodplain District", with revised text that is consistent with the latest version of the State's model Floodplain Bylaw. This Ordinance shall take effect immediately upon enactment.

The second of the two required public hearings will be held on Tuesday, December 10, 2024 at 6:00 PM by the City Council, in the City Council Chambers at Pittsfield City Hall.

The application is on file with the Department of Community Development Office, Room 205, City Hall, and may be viewed during regular hours (Mon-Fri 8:30 a.m. to 4:00 p.m.). A copy of the proposed text is available on the City's website at www.cityofpittsfield.org, then clicking on Departments, Department of Community Development, Planning and Development, Links to forms Ordinances & Regulations or by using this link: <https://tinyurl.com/5n6ezm3f>

Peter White, President
City Council

Sheila Irvin, Chairperson
Community Development Board

11/26/2024
12/3/2024

Account 103460 PO250462

90156



City of Pittsfield

.....November 13, 2024.....

To the City Council of the City of Pittsfield: —

The Committee on Ordinances and Rules Committee

to whom was referred the A petition from the Community Development Board to amend City Code, Chapter 23, Article 23-6 "Floodplain District"

having considered the same, report and recommend that

to approve

Voted unanimously 5/0

Respectfully submitted,

Dina Lampiasi

Chairman



CITY OF PITTSFIELD

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

September 18, 2024

To the Honorable Members
Of the Pittsfield City Council

Re: A petition from the Community Development Board to amend the City Code, Chapter 23 Article 23-6, "Floodplain District", with revised text that is consistent with the latest version of the State's model Floodplain Bylaw:

Dear Councilors:

Please be advised that on September 17, 2024, the Community Development Board held a public hearing on the aforementioned zoning amendment petition and voted unanimously to recommend that the City Council approve the proposed amendment to the zoning ordinance replacing the language in Chapter 23, Article 23-6 of the Zoning Ordinance with revised text that is consistent with the latest version of the State's model Floodplain Bylaw

Sincerely,

Sheila Irvin
Chair



City of Pittsfield

August 7 20 21

To the City Council of the City of Pittsfield:-

The undersigned respectfully

petitions the City Council of the City of Pittsfield to amend City Code Chapter 23, Article 23-6, "Floodplain District", with revised text that is consistent with the latest version of the State's model Floodplain Bylaw.

Respectfully submitted,

PITTSFIELD COMMUNITY DEVELOPMENT BOARD

Sheila B. Irvin
Chair



CITY OF PITTSFIELD

DEPARTMENT OF COMMUNITY DEVELOPMENT, CITY HALL, 70 ALLEN STREET, RM 205, PITTSFIELD, MA 01201
TEL. (413) 499-9368 – FAX: (413) 395-0152

August 7, 2024

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

Re: Petition from the Community Development Board to amend Article 23-6 (Floodplain Ordinance) of the Zoning Ordinance

Dear Councilors:

Attached please find a petition to amend the Pittsfield Zoning Ordinance in relation to Section 6, Floodplain Ordinance.

At the August 6, 2024 Community Development Board meeting, the Board voted 4-0 to petition the City Council to amend the Pittsfield Zoning Ordinance, City Code Chapter 23, Article 23-6, "Floodplain District", with revised text that is consistent with the latest version of the State's model Floodplain Bylaw. The Massachusetts Department of Conservation and Recreation has reviewed and approved the proposed draft.

Attached please find the petition application and draft Ordinance.

Respectfully submitted,

PITTSFIELD COMMUNITY DEVELOPMENT BOARD

A handwritten signature in cursive script, appearing to read "Sheila B. Irvin".

Sheila B. Irvin
Chair

ARTICLE 23-6
FLOODPLAIN DISTRICT
(Draft 07-09-2024)

SECTION 6.101 STATEMENT OF PURPOSE

The purpose of the Floodplain Overlay District is to:

- A. Ensure public safety through reducing the threats to life and personal injury;
- B. Eliminate new hazards to emergency response officials;
- C. Prevent the occurrence of public emergencies resulting from water quality, contamination, and pollution due to flooding;
- D. Avoid the loss of utility services which if damaged by flooding would disrupt or shut down the utility network and impact regions of the community beyond the site of flooding;
- E. Eliminate costs associated with the response and cleanup of flooding conditions;
- F. Reduce damage to public and private property resulting from flooding waters;

6.102 ABROGATION AND GREATER RESTRICTION

The floodplain management regulations found in this Floodplain Overlay District section shall take precedence over any less restrictive conflicting local laws, ordinances or codes.

6.103 DISCLAIMER OF LIABILITY

The degree of flood protection required by this bylaw [ordinance] is considered reasonable but does not imply total flood protection.

6.104 DESIGNATION OF COMMUNITY FLOODPLAIN ADMINISTRATOR

The City of Pittsfield Director of Community Development or their designee shall act as the official floodplain administrator for the City.

SECTION 6.2 DEFINITIONS

BASE FLOOD means the flood having a one-percent chance of being equaled or exceeded in any given year.

DEVELOPMENT means any man-made change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) administers the National Flood Insurance Program. FEMA provides a nationwide flood hazard area mapping study program for communities as well as regulatory standards for development in the flood hazard areas.

FLOOD BOUNDARY AND FLOODWAY MAP means an official map of a community issued by FEMA that depicts, based on detailed analyses, the boundaries of the 100-year and 500-year floods and the 100-year floodway. (For maps done in 1987 and later, the floodway designation is included on the FIRM.)

FLOOD HAZARD BOUNDARY MAP (FHBM.) An official map of a community issued by the Federal Insurance Administrator, where the boundaries of the flood and related erosion areas having special hazards have been designated as Zone A or E.

FLOOD INSURANCE RATE MAP (FIRM) means an official map of a community on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY means an examination, evaluation, and determination of flood hazards, and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of flood-related erosion hazards.

FLOODWAY. The channel of the river, creek or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

FUNCTIONALLY DEPENDENT USE means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (1) By an approved state program as determined by the Secretary of the Interior or
 - (2) Directly by the Secretary of the Interior in states without approved programs.

LOWEST FLOOR means the lowest floor of the lowest enclosed area (including basement or cellar). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of NFIP Regulations 60.3.

MANUFACTURED HOME means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain

management purposes, the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes, the term "manufactured home" does not include park trailers, travel trailers, and other similar vehicles.

MOBILE HOME A vehicular portable completely enclosed structure built on a permanent chassis as a single unit designed for long-term occupancy as a dwelling, whether or not placed on or affixed to a foundation, with all the following characteristics:

- A. Containing sleeping accommodations and kitchen facilities with plumbing and electrical connections provided for attachment to outside systems.
- B. Designed to be transported after fabrication on its own wheels or on flatbed or other trailers or detachable wheels.

NEW CONSTRUCTION Structures for which the start of construction commenced on or after the effective date of the first floodplain management code, regulation, ordinance, or standard adopted by the authority having jurisdiction, including any subsequent improvements to such structures. *New construction includes work determined to be substantial improvement.* For the purpose of determining insurance rates, **NEW CONSTRUCTION** means structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later.

RECREATIONAL VEHICLE means a vehicle which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck; and
- (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY - see **FLOODWAY**.

SPECIAL FLOOD HAZARD AREA The land area subject to flood hazards and shown on a Flood Insurance Rate Map or other flood hazard map as Zone A, AE, A1-30, A99, AR, AO, AH.

START OF CONSTRUCTION The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement is within 180 days after the date of issuance. The actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns.

Permanent construction does not include land preparation (such as clearing, excavation, grading or filling), the installation of streets or walkways, excavation for a basement, footings, piers or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home on a foundation.

SUBSTANTIAL IMPROVEMENT means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either (a) before the improvement or repair is started, or (b) if the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

SUBSTANTIAL REPAIR OF A FOUNDATION. When work to repair or replace a foundation results in the repair or replacement of a portion of the foundation with a perimeter along the base of the foundation that equals or exceeds 50% of the perimeter of the base of the foundation measured in linear feet, or repair or replacement of 50% of the piles, columns or piers of a pile, column or pier supported foundation, the building official shall determine it to be substantial repair of a foundation. Applications determined by the building official to constitute substantial repair of a foundation shall require all existing portions of the entire building or structure to meet the requirements of 780 CMR. [As amended by MA in 9th Edition BC]

VARIANCE means a grant of relief by a community from the terms of a flood plain management regulation.

VIOLATION means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in §60.3 is presumed to be in violation until such time as that documentation is provided.

ZONE A means an area of special flood hazard without water surface elevations determined

ZONE A1-30 and ZONE AE means area of special flood hazard with water surface elevations determined

ZONE AH means areas of special flood hazards having shallow water depths and/or unpredictable flow paths between (1) and (3) feet, and with water surface elevations determined

ZONE AO means area of special flood hazards having shallow water depths and/or unpredictable flow paths between (1) and (3) ft. (*Velocity flow may be evident; such flooding is characterized by ponding or sheet flow.*)

ZONE A99 means area of special flood hazard where enough progress has been made on a protective system, such as dikes, dams, and levees, to consider it complete for insurance rating purposes. (Flood elevations may not be determined.)

ZONES B, C, AND X means areas of minimal or moderate flood hazards or areas of future-conditions flood hazard. (*Zone X replaces Zones B and C on new and revised maps.*)

SECTION 6.3 FLOODPLAIN DISTRICT BOUNDARIES

The Floodplain District is herein established as an overlay district. The District includes all special flood hazard areas designated on the Pittsfield Flood Insurance Rate Map (FIRM) issued by the Federal Emergency Management Agency for the administration of the National Flood Insurance Program, dated January 16, 1987, as Zone A, A1-30, and the FEMA Flood Boundary and Floodway Map dated January 16, 1987. These maps indicate the 1%-chance regulatory floodplain. The exact boundaries of the District shall be defined by the 1%-chance base flood elevations shown on the FIRM and further defined by the Flood Insurance Study (FIS) report dated January 16, 1987. The effective FIRM, FBFM, and FIS report are incorporated herein by reference and are on file with the Department of Community Development, and Conservation Commission.

SECTION 6.4 USE REGULATIONS

SECTION 6.401 SITE PLAN REVIEW PROCEDURES

Any person desiring to establish, change or expand any principal permitted use or accessory use which involves or requires the construction of a new structure or the alteration, expansion, or moving of an existing structure, or the outdoor storage of materials (including earth materials) or equipment, or placement of manufactured homes, placement of agricultural facilities, fences, sheds, storage facilities or drilling, mining, paving and any other development that might increase flooding or adversely impact flood risks to other properties shall submit an application for a Site Plan Review to the Community Development Board, describing, in detail, the proposed use of the property and work to be performed, accompanied by plans showing:

A. The boundaries, dimensions and the specific location of the lot in relationship to the floodway and/or base flood level.

B. Mean sea level elevation with two-foot or less contour separation for the existing and proposed land surface, and finished elevations of the basement, first floor, and/or disposal facilities.

C. Amount and location of fill to be deposited in the one-hundred-year floodplain and amount and location of compensatory storage.

SECTION 6.402 SITE PLAN REVIEW REQUIREMENTS

The Community Development Board may approve a site plan application for development in the floodplain if it finds that the proposed use is in compliance with requirements set forth below. The Community Development Board may impose such additional requirements and conditions as necessary to ensure the protection of public health, safety, and welfare. The burden of providing that the proposed use will not endanger the health, safety, and welfare shall rest upon the applicant who shall submit such engineering and hydrological data as may be required.

A. In Zones A, A1-30, and AE, along watercourses that have not had a regulatory floodway designated, the best available Federal, State, local, or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.

B. In Zones A1-30 and AE, along watercourses that have a regulatory floodway designated on the City's Flood Boundary & Floodway Map encroachments are prohibited, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

D. In A1-30, AH, AE Zones, all recreational vehicles to be placed on a site must be elevated and anchored in accordance with the zone's regulations for foundation and elevation requirements or be on the site for less than 180 consecutive days or be fully licensed and highway ready.

E. When floodproofing is utilized for a particular structure, a registered professional engineer or architect shall certify that the floodproofing methods are adequate to withstand the flood depths, pressures, impact and uplift forces and other factors associated with the base flood.

F. All new construction and substantial improvement of residential and nonresidential structures shall have the lowest floor, including basement and cellar, elevated to or above the base flood level.

G. All subdivision proposals and development proposals in the floodplain overlay district shall be reviewed to assure that:

(a) Such proposals minimize flood damage.

(b) Public utilities and facilities are located & constructed so as to minimize flood damage.

(c) Adequate drainage is provided.

H. When proposing subdivisions or other developments greater than 50 lots or 5 acres (whichever is less), the proponent must provide technical data to determine base flood elevations for each developable parcel shown on the design plans.

I. In A Zones, in the absence of FEMA BFE data and floodway data, the building department will obtain, review and reasonably utilize base flood elevation and floodway data available from a Federal, State, or other source as criteria for requiring new construction, substantial improvements, or other development in Zone A and as the basis for elevating residential structures to or above base flood level, for floodproofing or elevating nonresidential structures to or above base flood level, and for prohibiting encroachments in floodways. The Building Department may require that the applicant provide such data as necessary to complete this review.

J. All other necessary permits will have to be received from those governmental agencies from which approval is required by federal, state or local laws. The proponent must demonstrate that all necessary permits have been acquired.

SECTION 6.403 REFERENCE TO EXISTING REGULATIONS

A. The Floodplain District is established as an overlay district to all other districts. All development in the district, including structural and nonstructural activities, whether permitted by right or by special permit, must be in compliance with MGL c. 131, § 40, and with the following:

(1) Sections of the Massachusetts State Building Code (780 CMR) which address floodplain and coastal high hazard areas;

(2) Wetlands Protection Regulations, Department of Environmental Protection (DEP) (currently 310 CMR 10.00);

(3) Inland Wetlands Restriction, DEP (currently 310 CMR 13.00);

(4) Minimum Requirements for the Subsurface Disposal of Sanitary Sewage, DEP (currently 310 CMR 15, Title 5).

B. Any variances from the provisions and requirements of the above referenced state regulations may only be granted in accordance with the required variance procedures of these state regulations, additionally:

(1) The City will request from the State Building Code Appeals Board a written and/or audible copy of the portion of the hearing related to the variance, and will maintain this record in the community's files.

(2) The City shall also issue a letter to the property owner regarding potential impacts to the annual premiums for the flood insurance policy covering that property, in writing over the signature of a community official that:

(i) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and:

(ii) such construction below the base flood level increases risks to life and property.

(3) Such notification shall be maintained with the record of all variance actions for the referenced development in the floodplain overlay district.

C. Variances to local Zoning Bylaws related to community compliance with the National Flood Insurance Program (NFIP)

A variance from these floodplain bylaws must meet the requirements set out by State law and the procedure identified in Section 11 of this ordinance, and may only be granted if:

- 1) Good and sufficient cause and exceptional non-financial hardship exist;
- 2) the variance will not result in additional threats to public safety, extraordinary public expense, or fraud or victimization of the public; and
- 3) the variance is the minimum action necessary to afford relief.

SECTION 6.404 OTHER USE REGULATIONS

The Department of Public Works, in reviewing all proposed water and sewer facilities to be located in the Floodplain District established under the Zoning Bylaw, shall require that:

A. New and replacement water supply systems be designed to minimize or eliminate infiltration of floodwaters into the systems; and

B. New and replacement sanitary sewage systems be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into

floodwaters and on-site waste disposal systems to be located to avoid impairment to them or contamination from them during flooding.

SECTION 6.405 EXCEPTIONS

A. The requirements of this article are not intended to govern the normal customary grading in the area of an existing or newly constructed building. Such uses include, but are not limited to, the preparation and construction of sidewalks, driveways, and patios. Such grading and earthmoving shall be approved by the Building Inspector at the time of the issuance of the building permits, provided that a plan showing proper drainage and protection of adjoining property has been submitted.

B. The requirement of this article shall not apply to any emergency projects which are certified as such by the Building Inspector.

SECTION 6.5 NOTIFICATION OF WATERCOURSE ALTERATION

6.501 Watercourse alterations or relocations in riverine areas

In a riverine situation, the Director of Community Development or their designee shall notify the following of any alteration or relocation of a watercourse:

- Adjacent Communities, especially upstream and downstream
- Bordering States, if affected
- NFIP State Coordinator
Massachusetts Department of Conservation and Recreation
- NFIP Program Specialist
Federal Emergency Management Agency, Region I

6.502 Requirement to submit new technical data

If the City acquires data that changes the base flood elevation in the FEMA mapped Special Flood Hazard Areas, the City will, within 6 months, notify FEMA of these changes by submitting the technical or scientific data that supports the change(s.)

Notification shall be submitted to:

- NFIP State Coordinator
Massachusetts Department of Conservation and Recreation
- NFIP Program Specialist
Federal Emergency Management Agency, Region I

SECTION 6.6 PERMITTED USES

The following uses of low flood damage potential and causing no obstructions to flood flows are encouraged, provided they are permitted in the underlying district and they do not require structures, fill, or storage of materials or equipment:

- A. Agricultural uses such as farming, grazing, truck farming, horticulture, etc.
- B. Forestry and nursery uses.
- C. Outdoor recreational uses, including fishing, boating, play areas, etc.
- D. Conservation of water, plants, wildlife.
- E. Wildlife management areas, foot, bicycle, and/or horse paths.
- F. Temporary nonresidential structures used in connection with fishing, growing, harvesting, storage, or sale of crops raised on the premises.
- G. Buildings lawfully existing prior to the adoption of these provisions.

Date Received _____

By _____
(fee paid)

**AMENDMENT TO THE ZONING ORDINANCE
CITY OF PITTSFIELD**

1. Amend Zoning Map _____ Amend text, Chapter 23, Code of Laws X

2. Present Zoning District n/a

Zoning Requested n/a

3. Name of Petitioner City of Pittsfield Community Development Board, Sheila Irvin, Chair

Address 70 Allen Street, Room 205, Pittsfield, MA 01201 Telephone # (413) 499-9368

Signature *Sheila B. Irvin*

4. Name of Agent City of Pittsfield Department of Community Development

Address 70 Allen Street, Room 205, Pittsfield, MA 01201 Telephone # (413) 499-9368

Signature _____

5. Name of Property Owners n/a

Address _____ Telephone # _____

6. If Petitioner is not the Property Owner, attach a document indicating interest in property.
State interest: n/a

7. Legal Description: n/a

(Attach "Metes and Bounds" Description if necessary) Assessor's Map No. n/a

8. Attach map of property (drawn to scale) including streets, buildings, uses and property dimensions. n/a

9. If an amendment to the Text of Chapter 23, Code of Laws, state the nature of the amendment:
 The proposed amendment to Article 23-6 (Floodplain Ordinance) consists of the replacement of the existing Section 6. The proposed revisions bring the City's zoning ordinance into conformance with the latest version of the State's model floodplain bylaw.

10. Article and Section proposed to be amended: Article 23-6 Section 6

Community Development Board: Hearing Date _____ Recommendation _____

City Council: Hearing Date _____ Action Taken _____ Ordinance No. _____

RECEIVED CITY CLERK
CITY OF PITTSFIELD, MA

2024 JUL 18 AM 11:15

City of Pittsfield
Pittsfield Community Development Board
Notice of Special Permit Public Hearing

The Pittsfield Community Development Board will hold a public hearing on the application of Mathes, LLC for a special permit under Section 23-6, Floodplain Overlay District of the Pittsfield Zoning Ordinance for property located at 555 Dalton Ave. The special permit would allow for the construction of an 18-hole miniature golf course, construction of a 12 by 18 foot shed with floodable openings, and expansion of a partially constructed sediment forebay. The subject parcel can be further identified as Assessor's Map K13, Block 1, Parcel 18.

The Community Development Board public hearing will be held at 6:00 pm on Tuesday, August 6th, 2024 and conducted through the Zoom Platform - access information can be found on the posted agenda or by contacting tkozlowski@cityofpittsfield.org.

A copy of the plan and application is on file at the City Clerk's Office and the Department of Community Development Office, Room 205, City Hall and may be viewed during regular business hours (Mon-Fri 8:30 a.m. to 4:00 p.m.).

Sheila B. Irvin, Community Development Board Chair

-----DO NOT PUBLISH BELOW THIS LINE -----

07/23/24
07/30/24

86797



City of Pittsfield

DECEMBER 4, 2024

To the City Council of the City of Pittsfield:—

The Committee on FINANCE

to whom was referred the COMMUNICATION FROM MAYOR MARCHETTI SUBMITTING AN ORDER AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A CONVEYANCE AND DONATION OF LAND WITH IMPROVEMENTS THEREON LOCATED AT 50 CENTER STREET, PITTSFIELD, MASSACHUSETTS.

having considered the same, report and recommend that THE COMMUNICATION BE REFERRED BACK TO THE MAYOR THAT HE PUT TOGETHER A COMMITTEE TO STUDY THE CAROUSEL PROJECT AND HOW TO MAKE THE CAROUSEL PROJECT THE BEST FOR THE CITY.

THE MOTION PASSED 5-0. THOSE IN FAVOR: COUNCILOR'S PERSIP, WHITE, WARREN, AMUSO AND SERRE.

Respectfully submitted,

Earl G. Persip, III

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

November 5, 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 the City of Pittsfield to accept a conveyance and donation of land with improvements thereon located at 50 Center Street, Pittsfield, Massachusetts.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure

City of Pittsfield

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

No. _____

IN CITY COUNCIL

A N O R D E R

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A CONVEYANCE AND DONATION OF LAND WITH IMPROVEMENTS THEREON LOCATED AT 50 CENTER STREET, PITTSFIELD, MASSACHUSETTS

Ordered:

That the City of Pittsfield, acting by and through its Mayor and City Council, is hereby authorized to accept and does accept from Berkshire Carousel, Inc., the donation and conveyance of a parcel of property with the improvements located thereon, including but not limited to the existing building and carousel, pursuant to the terms of the attached Gift Agreement. The parcel of property is approximately of 31,363 sq. feet and is located at 50 Center Street, Assessors Map & Lot # H080022302, in Pittsfield, Massachusetts, as described in as more particularly described in a Quitclaim Deed to Berkshire Carousel, Inc. which is recorded in the Berkshire Middle District Registry of Deeds in Book 5987, Page 117.

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

GIFT AGREEMENT

AGREEMENT made this ___ day of October, 2024, between **Berkshire Carousel, Inc.**, a Massachusetts non-profit corporation with a principal office located at 50 Center Street, Pittsfield, MA 01201 (referred to herein as “DONOR”), and **the City of Pittsfield**, a Massachusetts municipality with an address of 70 Allen Street, Pittsfield, MA 01201 (“DONEE” or the “City”).

AGREEMENT AND PREMISES

DONOR hereby agrees to donate, and DONEE hereby agrees to accept the donation, of the premises owned by DONOR located at 50 Center Street, Pittsfield, Massachusetts, as more particularly described in a Quitclaim Deed to DONOR which is recorded in the Berkshire Middle District Registry of Deeds in Book 5987, Page 117 (the “Property”) and, except as otherwise set forth herein, the improvements located thereupon including but not limited to the existing building and carousel contained therein (together referred to as the “Premises”). Notwithstanding anything herein to the contrary, the Property shall not include the two (2) sheds located on the Property, seven (7) carved horses, and the free-standing carousel figures.

CLOSING

Said Premises are to be conveyed on or before October 31, 2024, by a good and sufficient Quitclaim Deed of DONOR conveying a good, clear, marketable record and insurable title to the same; subject, however, to the exceptions set forth in this contract.

DELIVERANCE OF DEED

The deed is to be delivered at the offices of Arienti + Klepetar LLP, 342 Main Street, Great Barrington, MA 01230 on or before October 31, 2024, at 2:00 p.m., unless some other time and place should be mutually agreed upon. Time is of the essence to this Agreement.

CONTINGENCIES

The Donor's gift of the Premises is contingent upon the DONOR receiving all approvals from the Commonwealth of Massachusetts, including without limitation all approvals needed in connection with a grant received by the Donor in the amount of \$250,000 from the Massachusetts Cultural Commission and the Massachusetts Attorney General's Office, Division of Public Charities.

The City's obligation to accept the gift is contingent upon its satisfactory review of the condition of the Premises and its satisfactory review of documentation the Donor was required to maintain pursuant to 520 CMR 5.00. Donor has not operated the Carousel since 2018, but Donor Certifies that, when it was operated, it operated the Carousel in compliance with all applicable rules and regulations.

GIFT RESTRICTIONS

The City shall use its best reasonable efforts to operate a carousel on the Premises for at least twenty-five (25) years. The dates and times when the carousel shall be operated shall be in the City's sole discretion.

The City agrees that it shall (i) fully insure the carousel, maintain it in good and warrantable cosmetic, structural, and operational condition; (ii) comply with all legal and licensure requirements for ownership and operation of the carousel and facility; (iii) except as provided herein never break up, transfer or sell any figures or parts, including without limitation spare figures, or sell the carousel as a whole; and (iv) use its best reasonable efforts to preserve the carousel artwork on the figures, rounding boards, and panels in accordance with the wishes of the sponsors for these items (if any paintings on the panels are to be changed, it can be done with giclees covering the original artwork or another method of preserving the original artwork).

The City agrees to maintain the Property as a permanent, small park to be named the Shulman Family Park, with appropriate signage, landscaping, and upkeep. The Property shall remain a park, even if the carousel is relocated.

The City agrees to name the carousel building in recognition of the volunteers and sponsors who helped create the carousel, i.e. "The Berkshire Carousel Pavilion."

The City agrees that, in the event the carousel is relocated, but the building remains on the Property, the City shall offer to donate the building to the Berkshire Historical Society and/or the Berkshire Museum for a Pittsfield/Berkshire Exhibit Hall. Such donation may require that the building be removed from the Property or may allow the Building to remain on the Property, subject to such terms and conditions as the City may determine are appropriate or required by law. In the event that neither the Berkshire Historical Society nor the Berkshire Museum, are interested in the building, the City may use or dispose of the building as it deems appropriate.

The City agrees to use its best reasonable efforts to donate the carousel as a whole with all artwork and figures to another municipality or non-profit entity should it decide that it will no longer operate the carousel any time. The City agrees that it will work with the Carousel Museum in Bristol, CT and the National Carousel Association or similar organizations in order to find a new home for the carousel. In the event that the City is unable to find an entity willing to accept the carousel, the City may dispose of the carousel as it deems appropriate in its sole discretion.

DISCLAIMERS

(1) DONEE ACKNOWLEDGES THAT IT HAS HAD TIME TO INSPECT, EXAMINE AND INVESTIGATE THE PREMISES, AND TO REVIEW DUE DILIGENCE DATA RELATING THERETO. DONEE REPRESENTS, WARRANTS AND AGREES THAT, EXCEPT AS SET FORTH HEREIN, AND IN ANY CLOSING DOCUMENT, DONEE IS RELYING SOLELY ON

ITS OWN INSPECTIONS, EXAMINATIONS AND INVESTIGATIONS IN MAKING THE DECISION TO ACCEPT THE PREMISES.

(2) DONEE IS ACCEPTING THE PREMISES IN ITS "AS IS" CONDITION "WITH ALL FAULTS" AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE PREMISES FROM OR ON BEHALF OF DONOR EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN AND IN ANY CLOSING DOCUMENT.

INDEMNIFICATION

Each of DONOR and DONEE shall indemnify and hold the other party, or her or his or its officers, directors, employees, agents, heirs, executors and permitted assigns, harmless from any and all claims, demands, suits, losses, costs, expenses, including, without limitation, reasonable attorneys' fees, which may be obtained against, imposed upon or suffered by the indemnified party, or their heirs, executors and permitted assigns, by reason of any claim of breach of this Agreement or her or his or its representations and warranties contained herein.

DELIVERY OF STATEMENTS

Both DONEE'S obligation to accept and DONOR'S obligation to donate shall be conditioned on the delivery by DONOR and/or DONEE, on or before the Closing Date, of such statements, certifications, or forms as are required by law.

CONSTRUCTION

The contracting parties agree that this Contract contains all the terms and conditions of this sale. It is mutually agreed that any oral representations made by either party prior to the signing of this Agreement are null and void. This Agreement shall be construed as a Massachusetts contract under seal and is binding upon the parties, and their respective heirs, successors and assigns, and the representations contained herein shall survive the closing.

NOTICE

All notices to be tendered by either party to the other shall be deemed to be made upon the date such notice is mailed, if it is mailed, postage prepaid, certified mail, to the following address:

(a) If to DONEE:

Peter Marchetti
Its Mayor
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201
pmarchetti@cityofpittsfield.org

with a copy to:

Stephen N. Pagnotta
City Solicitor
70 Allen Street
Pittsfield, MA 01201
Spagnotta@docatty.com

(b) If to DONOR:

Jim Shulman
4050 Sunbury Rd.
Galena, Ohio 43021
jesjmskali@aol.com

with a copy to:

Ethan S. Klepetar, Esq.
Arienti + Klepetar LLP
342 Main Street
Great Barrington, MA 01230
eklepetar@ak-lawyers.com

This Gift Agreement may be executed in counterpart originals with all such signature pages constituting a single Gift Agreement.

-- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK --

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals on the date and year first above written.

DONOR:
Berkshire Carousel, Inc.

By: _____
James Shulman, President

DONEE:
City of Pittsfield

By: _____
Peter Marchetti, Mayor

Berkshire Carousel Premium History

DATES	COVERAGE	DESCRIPTION	PREMIUM	NOTES
6/1/16 - 6/1/17	General Liability	\$1Mil / \$5Mil limits	\$ 7,507	based on 150,000 rides projected
	Property - Building & Contents	\$500K Building, \$25K Contents, \$300K Business Income	\$ 1,746	
	Property - Carousel	\$1Mil Inland Marine coverage	\$ 2,500	
	Excess Liability	\$1Mil limit	\$ 1,126	
	Worker's Compensation	\$42,500 class 9180, \$31,200 Class 8810	\$ 2,406	
			\$ 15,285	
6/1/17 - 6/1/18	General Liability	\$1Mil / \$5Mil limits	\$ 4,145	based on 35,000 rides projected
	Property - Building & Contents	\$677K Building, \$25K Contents, \$300K Business Income	\$ 2,344	
	Property - Carousel	\$1Mil Inland Marine coverage	\$ 2,505	
	Excess Liability	\$1Mil limit	\$ 1,292	
	Worker's Compensation	\$4,200 class 9180, \$22,000 Class 8810	\$ 525	
			\$ 10,811	
6/1/18 - 6/1/19	General Liability	\$1Mil / \$5Mil limits	\$ 4,746	based on 35,000 rides projected
	Property - Building & Contents	\$677K Building, \$25K Contents, \$300K Business Income	\$ 2,531	
	Property - Carousel	\$1Mil Inland Marine coverage	\$ 2,505	
	Excess Liability	\$1Mil limit	\$ 1,103	
	Worker's Compensation	\$14,449 class 9180, \$23,759 Class 8810	\$ 948	
			\$ 11,833	
6/1/19 - 6/1/20	General Liability	\$1Mil / \$5Mil limits	\$ 2,520	Carousel Closed
	Property - Building & Contents	\$677K Building, \$15K Contents, \$0K Business Income	\$ 1,987	
	Property - Carousel	\$1Mil Inland Marine coverage	\$ 2,630	
	Excess Liability	No Coverage	\$ -	
	Worker's Compensation	No Coverage	\$ -	
			\$ 7,137	

This is a recommended model and budget for 2025.

SCHEDULE:

Carousel would initially operate for 12 weeks on Saturdays and Sundays from noon to 4 PM from June 21, 2025 - September 7, 2025 with projected utilization of 25,000 rides. (35,000 paid rides were given in opening year of 2016). This is a guideline **only** based on the Berkshire Carousel's past experience and the operation model of the nearby Holyoke, MA Merry-go-round's current hours. Initial experience in 2025 will assist in determining additional or different hours and staffing during the first and subsequent years.

PRICING: Recommendation is to set ride fee at \$2.00 each. However, this would be subsidized by the gift below and matched sponsorships and donations as noted. An average ticket income at \$1.00 per ride for the 12 weeks is the goal and used in the budget below. Depending on donations made before opening, rides would range from free to \$2.00.

STAFFING

1. Paid Manager for 20 hours per week beginning in January 2025 (Total 1000 hours annually).
2. Paid mechanic technician for 4-8 hours per week. (Total 96 hours annually)
3. Certified Maintenance Mechanic (CMM) Consultant for 2 hours per month (total 8 hours)
4. Volunteers for ticket sales, gift shop, concessions, party /event staffing

ANNUAL EXPENSES

Insurance:	\$11,000
Utilities:	\$ 4,200
Maintenance for property, building and carousel	\$ 2,000
Security Monitoring and Service:	\$ 4,100
Staffing (including benefits where applicable)	
Manager (1000 hrs. x \$25/hr.)	\$25,000
Technician (96 hrs. x \$20/hr)	\$ 1,920
CMM (8 hrs.plus tavel time @ \$400 per/trip for 4 trips)	\$ 1,600
Taxes, filing fees and annual license/inspections to operate.	\$ 680
Supplies including housekeeping, gift shop, concessions, event supplies.	\$ 4,500
Miscellaneous (publicity, memberships, etc.)	\$ 5,000
	\$61,000

ANNUAL INCOME

Ticket sales for rides (25,000 rides; average \$1.00/ride)	\$25,000
Business Sponsors and Donations (Pre-start-up)	\$15,000
Shulman Family Gift (A full servicing will also be covered.)	\$15,000
Gift Shop and Concession Sales	\$ 4,000
Birthday Party and Private Events (15 partes @ \$150 ea.)	\$ 2,000
	\$61,000

(Continued on next page)

EXPLANATIONS OF THE MODEL AND BUDGET (Continued)**REFERENCE MATERIAL**

The financial data above is based on:

1. 2023 annual expenses for insurance, security, utilities maintenance and taxes of \$17,705 adjusted for 2025 with the addition of 12 weeks of operation including salaries. (The opening year of 2016 the carousel provided 35,000 ticketed rides. This re-opening in 2025 is conservatively calculated at 25,000 rides.)
2. Actual operations in 2016 through 2018 (adjusted for 2025). This data has previously been submitted to the City annually in State Tax 3 ABC filings

GIFT/DONATION

If the City of Pittsfield operates the carousel in 2025, the Shulman Family will provide a full servicing of the carousel before the operation and a gift of \$15,000 for complimentary or reduced rides. The donation will be contingent on a matching amount raised prior to the opening of the carousel, e.g., from business sponsorships and private donations. It is recommended that if donations are above the planned costs, that the City offer reduced priced rides all season and some "free ride days." Free days enable kids and families with tight budgets to experience the carousel. Keeping ride fees minimal during this "re-opening" season will be positive publicity and a draw for the carousel.

STAFFING

The proposed hours and salary of the part-time director are decisions of the city. The 20 hour a week manager would begin work early in 2025 before the carousel opens. This is a position that can operate from one's residence and thus not require office expenses. The role includes start-up fund raising (developing the \$15,000 gift match, the planning of operations and recruitment of volunteers for operation, gift shop, concessions, parties and events. When the carousel is open, the manager need only be at the carousel for 10 or less hours a week, given the proposed hours of operation. The above is only a guideline.

A volunteer group like "Friends of the Berkshire Carousel" can have an online fundraiser like GOFUNDME for operation of the gift shop and concessions which frees up additional operation income.

The mechanic/technician is responsible for the State's required inspection of the carousel each day it operates (which can take 1 to 2 hours). They do not need to be present to operate the carousel as this can be done by trained volunteers. A Certified Maintenance Mechanic (CMM) must supervise a technician and check on the carousel at least monthly. The figures with travel time are based on a recommended CMM from Eastern Massachusetts who provides this service to three carousels and is familiar with the Berkshire Carousel.

INSURANCE

The following 2025 figures for insurance have been provided on 8/15/2024 by the Berkshire Carousel's insurance agency, MountainOne. It is possible that the City of Pittsfield would have lower costs for insurance. An average of the range of figures below, e.g., \$11,000 was used in the above expense estimates.

From Mountain One: Based on the carousel being in operation, the property, liability, and equipment coverage premium will be between \$10,624 and \$12,537 in 2025. Limits are as follows:

Property:

- Building replacement limit of \$800k
- Business personal property replacement limit of \$15k
- Equipment Breakdown included

General Liability:

- \$5MM Aggregate
- \$1MM Each Occurrence
- \$10k Medical for Volunteers

Equipment Floater:

- \$1.2MM for Carousel

(Continued on next page)

EXPLANATIONS OF THE MODEL AND BUDGET (Continued)

MAINTENANCE AND SECURITY

In 2023 Berkshire Carousel had a new HVAC system installed by Pittsfield Pipers and a new (monitored) fire and security system installed by New England Dynamark Security System. Both organizations have serviced the carousel since its inception in 2016. Repairs are unlikely to be needed in the near future. Additional security inside the building includes a fire suppression/sprinkler system. Externally the HVAC system is in a locked "cage" of steel fencing and above the system there is a spot light and a monitored camera with an alarm system. Items such as property lawncare and snow removal are included in maintenance costs. The carousel will have a total maintenance check and servicing before gifting.

OTHER SOURCES OF INCOME

Concessions, gifts, figure adoption, parties and events are based on previous experience and rates provided by other carousels.

J1681-01-01
May 7, 2014

James M. Shulman
c/o Nancy Shulman
167 Holmes Road
Pittsfield, Massachusetts 02101

Attention: Ms. Nancy Shulman

Re: Environmental Site Assessment
Vacant Lot: Center Street
Pittsfield, Massachusetts

Dear Ms. Shulman:

Following up on our recent discussion, this letter summarizes our environmental work at the above referenced property performed in 2008. We authorize you to convey a copy of this summary to prospective purchasers of the Site, with the understanding that this summary is conveyed as a courtesy, and such conveyance does not constitute an extension of contractual reliance to those third parties. We do not authorize any transmittal of any other OTO work product. We recommend the buyer contract with a qualified environmental professional as part of their independent environmental due diligence and not to rely on the summary provided below.

Summary of 2008 OTO Environmental Work

An Environmental Site Assessment was conducted by OTO for the property in 2008. The assessment consisted of: a reconnaissance; a review of Site history and previous environmental reports; a review of regulatory agency files; conversations with local officials; and sub-surface testing. A summary of our findings and conclusions is presented below.

Site History

A gasoline service station occupied a portion of the Site in the early 1960s which used three gasoline USTs. Fire department records indicated three gasoline tanks had been removed. A car dealership and service station later occupied the Site (and northern abutting property).

Previous Environmental Reports

Prior reports by others, available at MassDEP, document work conducted to address releases of oil and hazardous materials discovered during the investigation and development of the original entire CVS parcel, including the subject Site. Extensive testing was conducted for CVS. While oil/hazardous materials were detected on the Site,

a risk characterization by others concluded that these concentrations did not represent a significant risk and that further actions were not warranted under MGL Chapter 21E.

OTO Subsurface Testing Program

OTO supplemented the prior testing work with seven additional soil borings. In our opinion, the laboratory test results supported the previously filed Response Action Outcome Statement filed by CVS.

Conclusions and Recommendations

In conclusion, and within the limited scope of our assessment, we found no information indicating that a reportable release or threat of release of oil or hazardous materials at the Site, pursuant to MGL Chapter 21E. OTO's limited subsurface testing supports the Response Action Outcome (RAO) Report filed by CVS.

While we found no data to contradict the filed RAO, a fill layer contains residues of coal and coal ash. Contamination associated with coal and coal ash is exempt from MassDEP notification pursuant to 310 CMR 40.0317.

I hope this summary will help a prospective buyer's preliminary understanding of environmental conditions at the Site as of 2008.

Very truly yours,
O'Reilly, Talbot & Okun Associates, Inc.

Kevin J. O'Reilly, LSP
Principal



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.

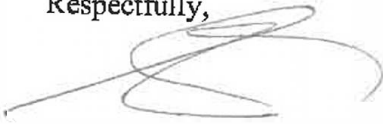
The City has 2 ways to enforce the City Code, fines set out in Chapter 4 ½ or court enforcement. Fines may be imposed under MGL Chapter 148A for state building code or state fire code violations; under MGL Chapter 40, Section 21D for general City Code violations and under MGL Chapter 40U for state housing 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, appearing to be 'Stephen Pagnotta', written over a horizontal line.

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

RECEIVED - CITY CLERK
CITY OF PITTSFIELD, MA

2024 DEC -3 PM 12:46

December 3 20 24

To the City Council of the City of Pittsfield:-

The undersigned respectfully

An Act Establishing Proposed
Evaluation, Case Study, as to City of Pittsfield,
in Adoption to Amendment 18 1/2 (a) ; (d)
"Disparate Impact"; Personal Communication Devices
§ 18 1/2 - 9 (a)(1) as to Individuals.

- ① That systems and Technology software used by City of Pittsfield be produced for Public, to inspect origin and compliance use by City of Pittsfield.
- ② Investigative Team as to assess, liability as to surveillance Technology systems and software. Complaints to City (Private Investigator) M.G.L.A § 99
- ③ To amend and adopt any changes due to Com v. Tran Du (SJC) No. 22-870 (appeals) (SJC 13557).
- ④ In Relation to Appeal Court Justice Diversity vs. City of Pittsfield overall diversity,
 - No Black Clues
 - No Black Probation Officers
 - No Black Prosecutors



No. 4291.....

City of Pittsfield

Open meetings laws
§ 30A
"Administrative Procedure Act"

In the Year Two Thousand Twenty Four

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD BY ADDING A NEW CHAPTER 18 ½, SURVEILLANCE TECHNOLOGY OVERSIGHT

Be it ordained by the City Council of the City of Pittsfield, as follows:

CHAPTER 18 ½ SURVEILLANCE TECHNOLOGY OVERSIGHT

Section I

Sec. 18 ½ -1. PURPOSE.

The purpose of this Ordinance is to provide for the regulation of Surveillance Technology acquisition or use by the City of Pittsfield or the use of the Surveillance Data it provides, to safeguard the right of individuals to privacy balanced with the need to promote and provide safety and security.

Sec. 18 ½ -2 DEFINITIONS.

(a) "Disparate Impact" means an adverse effect that is disproportionately experienced by individual(s) having any traits, characteristics, or status as to which discrimination is prohibited under the Constitution or any law of the United States, the constitution or any law of the Commonwealth of Massachusetts, or the Pittsfield Home Rule Charter or any law of the City of Pittsfield than by similarly situated individual(s) not having such traits, characteristics, or status.

(b) "Exigent Circumstances" means the Police Chief's or the Police Chief's designee's good faith belief that an emergency involving danger of death or physical injury requires use of the Surveillance Technology or the Surveillance Data it provides. The use of Surveillance Technology in Exigent Circumstances shall not infringe upon an individual's right to peacefully protest and exercise other lawful and protected Constitutional Rights.

(c) "Marginalized Communities" means communities that are defined by a common race, ethnicity, religion, national origin, disability, income level, sexual orientation, or political perspective.

(d) "Personal Communication Device" means a cellular telephone that has not been modified beyond stock manufacturer capabilities, a personal digital assistant, a wireless capable tablet, or similar wireless two-way communications and/or portable Internet-



City of Pittsfield

In the Year Two Thousand Twenty Four

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD BY ADDING A NEW CHAPTER 18 ½, SURVEILLANCE TECHNOLOGY OVERSIGHT

Be it ordained by the City Council of the City of Pittsfield, as follows:

* accessing devices, whether procured or subsidized by a City entity or personally owned, that is used in the regular course of conducting City business.

(e) "Surveillance Data" means any electronic data collected, captured, recorded, retained, processed, intercepted, or analyzed by Surveillance Technology acquired by the City or operated at the direction of the City.

* (f) "Surveillance Technology" means any software, electronic device, system utilizing an electronic device, or similar used, designed, or primarily intended to collect, retain, process, or share audio, electronic, visual, location, thermal, biometric, olfactory or similar information specifically associated with, or capable of being associated with, any individual or group.

(i). "Surveillance Technology" includes, but is not limited to:

- * 1. International Mobile Subscriber Identity ("IMSI") catchers and other cell site simulators;
- 2. Automatic license plate readers;
- 3. Electronic toll readers;
- * 4. Closed-circuit television cameras except as otherwise provided herein;
- 5. Biometric Surveillance Technology, including facial, voice, iris, and gait-recognition software and databases;
- * 6. Mobile DNA capture technology;
- 7. Gunshot detection and location hardware and services;
- 8. X-ray vans;
- F 9. Video and audio monitoring and/or recording technology, such as surveillance cameras, vehicle cameras, and wearable body cameras;
- * 10. Tools, including software and hardware, used to gain unauthorized



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AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD BY ADDING A NEW CHAPTER 18 ½, SURVEILLANCE TECHNOLOGY OVERSIGHT

Be it ordained by the City Council of the City of Pittsfield, as follows:

* [access to a computer, computer service, or computer network;]

11. Social media monitoring software;

12. Radio-frequency identification (RFID) scanner; and

* [13. Software designed to integrate or analyze data from Surveillance Technology, including surveillance target tracking and predictive policing software.]

(ii) For the purposes of this Ordinance, "Surveillance Technology" does not include the following devices, hardware, or software:

1. Office hardware, such as televisions, computers, credit card machines, copy machines, telephones, and printers that are in widespread use by the City and are used for routine City business and transactions;

2. City databases and enterprise systems that contain information kept in the ordinary course of City business, including, but not limited to, human resources, permits, licenses, and business records;

3. City databases and enterprise systems that do not contain any data or other information collected, captured, recorded, retained, processed, intercepted, or analyzed by Surveillance Technology, including payroll, accounting, or other fiscal databases;

* [4. Information technology security systems, including firewalls and other cybersecurity systems;

5. Physical access control systems, employee identification management systems, inventory control systems, and other physical control systems;

6. Infrastructure and mechanical control systems, including those that control or manage street lights, traffic lights, electrical, natural gas, or water or sewer functions;



No. 1291.....

City of Pittsfield

In the Year Two Thousand Twenty Four

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD BY ADDING A NEW CHAPTER 18 ½, SURVEILLANCE TECHNOLOGY OVERSIGHT

Be it ordained by the City Council of the City of Pittsfield, as follows:

7. LiDAR technology and systems used for Geographic Information Systems imagery purposes;
8. Global Positioning System technology used to collect field data or track City-owned vehicles that are stored on City property when not in use;
9. Computers, software, hardware, or other devices used in monitoring the work and work-related activities involving City employees, contractors and volunteers or used in conducting internal investigations involving City employees, contractors and volunteers;
10. Cameras installed on the exterior or the interior of City property solely for security purposes, such as to monitor entryways and outdoor areas of City-owned or controlled buildings and property for the purpose maintaining the safety of City employees and visitors to City buildings, protecting City property, or to protect the physical integrity of City infrastructure;
11. Cameras, computers, software, hardware, or devices used for videoconferencing or to facilitate broadcast or recording of public meetings;
12. Police department interview room, holding cell, and police department internal security audio/video recording systems;
13. Police department computer-aided dispatch (CAD), records/case management, Live Scan, booking, Department of Motor Vehicles, 9-1-1, and related dispatch and operation or emergency services systems;
14. Police department early warning systems;
15. Parking Ticket Devices ("PTDs") and related databases;
16. Manually-operated, handheld cameras, audio recorders, and video recorders whose functionality is limited to manually capturing and manually downloading video and/or audio recordings;



City of Pittsfield

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AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD BY ADDING A NEW CHAPTER 18 ½, SURVEILLANCE TECHNOLOGY OVERSIGHT

Be it ordained by the City Council of the City of Pittsfield, as follows:

- 17. Surveillance devices that cannot record or transmit audio or video or be remotely accessed, such as image stabilizing binoculars or night vision goggles;
- 18. Manually-operated technological devices that are used primarily for internal City communications, such as radios, personal communications devices, and email systems; and
- 19. Parking access and revenue control systems, including proximity card readers and transponder readers at City-owned or controlled parking garages.

✱ (g) "Surveillance Use Policy" means a publicly-released written policy for governing the City's use of Surveillance Technology, approved by the City Attorney as to form, and submitted by the Mayor to and approved by the City Council. The Surveillance Use Policy shall at a minimum, include the following: = need body of Council ✱

- (i) Purpose: The specific purpose(s) that the Surveillance Technology item is intended to advance;
- (ii) Authorized Use: The uses that are authorized, the rules and processes required prior to such use, the location(s) it may be deployed, and uses of the Surveillance Technology that will be expressly prohibited;
- (iii) Data Collection: What types of Surveillance Data will be collected, captured, recorded, intercepted, or retained by the Surveillance Technology;
- (iv) Data Access: The category of individuals who can access or use the collected information, and the rules and processes required prior to access or use of the information;
- (v) Data Protection: The general safeguards that protect information from unauthorized access, including encryption and access control mechanisms;
- (vi) Data Retention: The limited time period, if any, that information collected by the Surveillance Technology will be routinely retained, the reason such retention

✱
Data Access & Collection ✱



City of Pittsfield

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AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD BY ADDING A NEW CHAPTER 18 ½, SURVEILLANCE TECHNOLOGY OVERSIGHT

Be it ordained by the City Council of the City of Pittsfield, as follows:

period is appropriate to further the purpose(s) enumerated in the Surveillance Use Policy, the process by which the information is regularly deleted after that period lapses, and the specific conditions that must be met to retain information beyond that period;

(vii) **Public Access:** How collected information can be accessed or used by members of the public, consistent with the provisions of the Public Records Law and its implementing regulations;

(viii) **Third-Party Data-Sharing:** If and how other Pittsfield or non-Pittsfield entities, agencies, departments, bureaus, divisions, or units can access or use the data collected by the Surveillance Technology, including any required justification or legal standard necessary to share that data, and how City of Pittsfield will ensure that any entity sharing or receiving such data complies with the Surveillance Use Policy;

(ix) **Maintenance:** Whether use or maintenance of the Surveillance Technology will require data gathered by the Surveillance Technology to be handled or stored by a third-party vendor on an ongoing basis and, if so, the parameters of the third-party vendor's use, handling, or storage;

(x) **Training:** The training required for any individual authorized to use the Surveillance Technology or to access information collected by the Surveillance Technology;

(xi) **Complaints:** What procedures will be put in place by which members of the public can register complaints or concerns, or submit questions about the deployment or use of a specific surveillance technology, and how the municipal entity will ensure each question and complaint is responded to in a timely manner; and

(xii) **Auditing and Oversight:** The mechanisms to ensure that the Surveillance Use Policy is followed, including internal personnel assigned to ensure compliance with the policy, internal record keeping of the use of the technology or access to



City of Pittsfield

In the Year Two Thousand Twenty Four

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD BY ADDING A NEW CHAPTER 18 ½, SURVEILLANCE TECHNOLOGY OVERSIGHT

Be it ordained by the City Council of the City of Pittsfield, as follows:

Checked had 2004 source in Pittsfield community

information collected by the technology, technical measures to monitor for misuse, any independent person or entity with oversight authority, and the legally enforceable sanctions for violations of the policy.

* h. "City of Pittsfield" means any department, agency, bureau, and/or subordinate division of the City of Pittsfield, except those under the jurisdiction of the School Committee, Regional School Committee, or Library Trustees.

Sec. 18 ½ -3 CITY COUNCIL REVIEW AND APPROVAL MANDATORY FOR SURVEILLANCE DECISIONS.

* (a) The Mayor shall obtain City Council approval of a Surveillance Use Policy for use of Surveillance Technology by the City of Pittsfield prior to engaging in any of the following:

(i) Acquiring or borrowing new Surveillance Technology whether or not that acquisition is made through the exchange of monies or for other or no consideration;

(ii) Using new or existing Surveillance Technology for a purpose, in a manner, or in a location not previously approved by the City Council in accordance with this Ordinance; or

(iii) Entering into an agreement, including a written or oral agreement, with a non-City of Pittsfield entity to acquire, share, or otherwise use Surveillance Technology or its Surveillance Data.

(b) Any Surveillance Use Policy submitted to the City Council for approval shall be published on the City Bulletin Board no fewer than fourteen (14) days prior to the date of the Council meeting where it shall be discussed.

(c) Prior to approval, the City Council may request revisions to the Surveillance Use Policy submitted by the Mayor.



City of Pittsfield

In the Year Two Thousand Twenty Four

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD BY ADDING A NEW CHAPTER 18 ½, SURVEILLANCE TECHNOLOGY OVERSIGHT

Be it ordained by the City Council of the City of Pittsfield, as follows:

Sec. 18 ½ -4 Exceptions.

(a) The following situations constitute the use, acquisition, or borrowing of Surveillance Technology or Surveillance Data; however, the provisions of this Ordinance shall not apply said situations:

(i) Use of Surveillance Technology or Surveillance Data by the Police Department with regard to Exigent Circumstances and compelling law enforcement needs that make it impractical to obtain a court order; provided that the Police Chief confirms that such use is appropriate, and, further that the receipt, access or use is logged in the Annual Surveillance Report addressed under Sec. 18 ½ -8, and signed off by the Police Chief.

(ii) The receipt of evidence derived from Surveillance Technology or Surveillance Data pursuant to a warrant issued in relation to the investigation of a crime.

(iii) A City department head may, with the approval of the Mayor, apply a technical patch or upgrade that is necessary to mitigate threats to the City's environment. The department shall not use the new surveillance capabilities of the technology until the requirements of Sec. 18 ½ -3 are met, unless the Mayor determines that the use is unavoidable; in that case, the Mayor shall request City Council approval as soon as possible. The request shall include a report to the City Council of how the altered surveillance capabilities were used since the time of the upgrade.

Sec. 18 ½ -5 SURVEILLANCE TECHNOLOGY IMPACT REPORT AND SURVEILLANCE USE POLICY SUBMISSION.

(a) When seeking approval under "Sec. 18 ½ -3 of this Ordinance, the Mayor shall submit to the City Council a Surveillance Technology Impact Report and a proposed Surveillance Use Policy pertaining to the specific Surveillance Technology for which approval is sought at least fourteen (14) days prior to the date of the Council meeting where it shall be discussed under Sec. 18 ½ -3. The proposed Surveillance Technology



City of Pittsfield

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AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD BY ADDING A NEW CHAPTER 18 ½, SURVEILLANCE TECHNOLOGY OVERSIGHT

Be it ordained by the City Council of the City of Pittsfield, as follows:

(b) Impact Report and proposed Surveillance Use Policy shall be posted on the City Bulletin Board at least fourteen (14) days prior to the date of the Council meeting where it shall be discussed.



(b) The Surveillance Technology Impact Report shall be written and include at a minimum the following:

(i). If applicable, the crime statistics for any location(s) the Technology will be deployed;

(i). An assessment identifying any potential impact on civil liberties and civil rights and a description of a plan to safeguard the rights of the public, including identifying with specificity (1) Any potential adverse impacts the Surveillance Technology, if deployed, might have on civil liberties and civil rights of any individuals, communities, or groups, including, but not limited to, Marginalized Communities in the City; and (2) what specific, affirmative measures will be implemented to safeguard the public from those potential adverse impacts;

(iii) The fiscal costs for the Surveillance Technology, including initial purchase and other ongoing costs and excluding personnel costs, and any current or potential sources of funding; and

(iv) A summary of the experience, if any, other governmental entities have had with the proposed technology, including information about the effectiveness, any known adverse information about the Surveillance Technology such as unanticipated costs, failures, civil rights, or civil liberties abuses.

Sec. 18 ½ -6 STANDARD OF APPROVAL.

The City Council shall only approve a request Sec. 18 ½ -3 of this Ordinance if it determines the benefits to the community of the proposed Surveillance Technology outweigh its costs, that the Surveillance Use Policy will safeguard civil liberties and civil rights, that no alternative with lesser economic cost or impact on civil rights or liberties would be as effective, and that the uses and deployments of the Surveillance Technology



City of Pittsfield

In the Year Two Thousand Twenty Four

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD BY ADDING A NEW CHAPTER 18 ½, SURVEILLANCE TECHNOLOGY OVERSIGHT

Be it ordained by the City Council of the City of Pittsfield, as follows:

will not be based upon discriminatory or viewpoint-based factors or have a Disparate Impact on any community or group.

Sec. 18 ½ -7 COMPLIANCE FOR EXISTING SURVEILLANCE TECHNOLOGY.

(a) The Mayor shall submit to the City Council for its review and approval pursuant to Sec. 18 ½ -3 and 5a proposed Surveillance Use Policy applicable to each Surveillance Technology in use by the City of Pittsfield at the time this Ordinance becomes effective no later than 180 days following the effective date of this Ordinance.

(b) If the Mayor is unable to meet this 180-day timeline, the Mayor may notify the City Council in writing requesting to extend this period and the reasons for that request. The City Council may grant an extension to the Mayor to submit a proposed Surveillance Use Policy of up to ninety (90) days beyond the 180-day timeline.

(c) If the City Council has not approved the continuing use of Surveillance Technology through approval of a Surveillance Use Policy pursuant to Sec. 18 ½ -3 and 5, within one hundred eighty (180) days of its submission to the City Council, the Surveillance Use Policy shall be deemed approved.

Sec. 18 ½ -8 OVERSIGHT FOLLOWING COUNCIL APPROVAL.

(a) For each Surveillance Technology approved for use under this Ordinance, upon request by the City Council, the Mayor, or designee, shall submit to the City Council and publish on the City Bulletin Board a City Department Surveillance Report by the date stated in the City Council's request, and no more frequently than once every twelve (12) months. If the Mayor, or designee, is unable to meet the deadline, the Mayor shall request, in writing, the City Council extend this period, and shall provide the reasons for the request. The City Council may grant reasonable extensions for good cause.

(b) Within sixty (60) days of receiving the City Department Surveillance Report, the City Council shall discuss the Report at a regular Council Meeting.

(c) Based upon information in the City Department Surveillance Report and the Surveillance Technology Community Equity Impact Assessment and Policy Guidance, as detailed in Section I.1, the City Council shall reassess whether the



City of Pittsfield

In the Year Two Thousand Twenty Four

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD BY ADDING A NEW CHAPTER 18 ½, SURVEILLANCE TECHNOLOGY OVERSIGHT

Be it ordained by the City Council of the City of Pittsfield, as follows:

Surveillance Technology as used continues to meet the standard of approval set forth in Sec. 18 ½ -6 of this Ordinance. If it does not, the City Council shall consider (1) directing that the use of the Surveillance Technology cease; (2) requiring modifications to the Surveillance Use Policy that are designed to address the Council's concerns; and/or (3) directing a report-back from the Mayor regarding steps taken to address the Council's concerns.

(d) The City Department Surveillance Report shall be written, shall concern specific Surveillance Technology, and shall include the following:

- (i). A description of how the Surveillance Technology has been used;
- (ii) A description of whether and how often data acquired through the use of the Surveillance Technology was shared with outside entities, the name of any recipient entity, the type(s) of data disclosed, under what legal standard(s) the information was disclosed, and the justification for the disclosure;
- (iii) A summary of community complaints or concerns about the Surveillance Technology, if any;
- (iv) The results of any internal audits required by the Surveillance Use Policy, any information about violations of the Surveillance Use Policy, and a general description of any actions taken in response;
- (v) Information that helps the City Council assess whether the Surveillance Technology has been effective at achieving its identified purposes;
- (vi) Statistics and information about any related public records requests;
- (vii) Total annual costs for the Surveillance Technology, including personnel and other ongoing costs, and what source of funding will fund the Technology in the coming year;
- (viii) Any requested modifications to the Surveillance Use Policy and a detailed basis for the request;



City of Pittsfield

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AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD BY ADDING A NEW CHAPTER 18 ½, SURVEILLANCE TECHNOLOGY OVERSIGHT

Be it ordained by the City Council of the City of Pittsfield, as follows:

(ix) Where applicable, a breakdown of what physical objects the Surveillance Technology was installed upon, using general descriptive terms; for Surveillance Technology software, a breakdown of what data sources the Surveillance Technology was applied to; and

(e) If the Mayor believes that data or other information is insufficient to report on any of the other requirements for the Report, the Mayor shall indicate the same in the Report.

Sec. 18 ½ -9 SURVEILLANCE TECHNOLOGY COMMUNITY EQUITY IMPACT ASSESSMENT AND POLICY GUIDANCE

(a). Every year, but no later than November 15, the appropriate City Council Committee shall produce and submit to the Mayor and City Council a Surveillance Technology Community Equity Impact Assessment and Policy Guidance, which shall, at a minimum, address the following:

(i) What communities and groups in the City, if any, are Disparately Impacted by the use of Surveillance Technologies, what disparities were perceived and/or experienced, and what were the resulting adverse impacts on the community's or group's civil rights and/or civil liberties;

(ii) With respect to each perceived or experienced disparity identified in response to Sec. 18 ½ -9 (a)(i), what remedial adjustments to laws and policies, including but not limited to prior approvals granted pursuant to this Ordinance, should be made so as to achieve a more just and equitable outcome in the future;

(iii) With respect to each remedial adjustment identified in response to Sec. 18 ½ 9 (a)(ii), what additional funding, implementation strategies, and/or accountability mechanisms would be needed to effectuate the adjustment; and

(iv) In light of the collective responses to Sec. 18 ½ -9 (a)(i)-(iii), what new approaches and considerations should the City Council bring to future reviews of applications submitted pursuant to this Ordinance.

Sec. 18 ½ -10 ENFORCEMENT.



City of Pittsfield

In the Year Two Thousand Twenty Four

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD BY ADDING A NEW CHAPTER 18 ½, SURVEILLANCE TECHNOLOGY OVERSIGHT

Be it ordained by the City Council of the City of Pittsfield, as follows:

- (a) Enforcement Officials. This Chapter shall be enforced by the Mayor or the Mayor's designee. ?
- (b) Violation. Any violation of this Ordinance may be enforced through any means in law or in equity; provided, however, that the following conditions must first be met:
 - (i) Prior to the initiation of any legal proceeding under this Ordinance, the City of Pittsfield shall be given written notice of the violation(s) and an opportunity to correct such alleged violation(s) within 30 days of receipt of the notice.
 - (ii) If the alleged violation is substantiated and subsequently cured, a notice shall be posted in a conspicuous space on the City's website that generally describes the corrective measure(s) taken to address the violation(s).
 - (iii) Any person injured by a violation of this Chapter may institute proceedings for injunctive relief, declaratory relief, or a court order in a court of competent jurisdiction to enforce the provisions of this Chapter. Any action initiated under this Subsection (B) shall be brought against the City of Pittsfield, but not against City employees. No monetary damages shall be allowed in any legal proceeding for any alleged injuries arising out of any alleged violation(s) of this Chapter.
- (c) Whistleblower Protections. Subject to the limitations and requirements set forth in M.G.L. Ch. 149, Sec. 185 (known as the "Massachusetts Whistleblower Statute" and cited herein as "Section 185") as it may be amended from time to time, any City employee as defined in Section 185 who reports an alleged violation of this Ordinance, shall be afforded protections against retaliation if applicable pursuant to Section 185, as set forth in and subject to the limitations and requirements of Section 185.
- (d) Nothing in this Chapter shall be construed to limit or affect any individual's rights under state or federal laws.

Section II

EFFECTIVE DATE.

This Ordinance shall take effect 180 days after its adoption.

... .. 31st 18th 180 days