



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

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2023 FEB -9 PM 3: 50

February 14, 2023, at 6:00 p.m.

AGENDA

1. Open microphone
2. Approval of the January 10, 2023 minutes

APPOINTMENTS

3. A communication from Mayor Tyer appointing Deputy Superintendent, Marisa Mendosa, as the Pittsfield Public Schools representative, to the Homeless Advisory Committee
4. A communication from Mayor Tyer appointing Hilary Houldsworth, LICSW, as the Elder Services representative, to the Homeless Advisory Committee
5. A communication from Mayor Tyer appointing Cory Evangelisto to the Zoning Board of Appeals

COMMUNICATIONS FROM HER HONOR THE MAYOR

6. A communication from Mayor Tyer submitting an Order to accept a grant of funds in the amount of \$25,000.00 from the Massachusetts Executive Office of Public Safety and Security, Department of Fire Services
7. A communication from Mayor Tyer submitting an Order to accept a grant of funds in the amount of \$7,958.00 from the Massachusetts Executive Office of Public Safety and Security, Department of Fire Services
8. A communication from Mayor Tyer submitting two Orders: the first Order to accept a grant of funds in the amount of \$500,000.00 from the United States Department of the Interior, National Park Service and the second Order transferring and appropriating \$500,000.00 from Certified Free Cash to provide the required match for the Save America's Treasures Grant for the Springside House
9. A communication from Mayor Tyer submitting an Ordinance amending City Code, Chapter 2, Administration by creating Article LV, Charter Review Committee
10. A communication from Mayor Tyer submitting an Order to transfer and appropriate funds in the amount of \$1,105,000.00 from Certified Free Cash to the Department of Public Services
11. A communication from Mayor Tyer submitting a Traffic Order to establish parking regulations on portions of Second Street
12. A communication from Mayor Tyer submitting two Orders: the first Order to enter into a five-year contract with Axon Enterprises, Inc. for body worn cameras and the second Order to accept a grant of funds in the amount of \$166,586.73 from the Massachusetts Executive Office of Public Safety and Security

PUBLIC HEARING

13. A public hearing on a petition requesting a zoning map amendment from Compass Ridge, LLC for property located on outer West Housatonic Street (*Continued to the February 14, 2023 meeting*)

COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND BOARDS

14. A communication from Director Cambi on a petition from Councilors Kalinowsky and Kronick requesting information on the driving contributors to rats in the area
15. A communication from Attorney Pagnotta and Chief Wynn on a petition from Councilor Kronick requesting to adopt MGL Chapter 41, Section 98C
16. A communication from Attorney Pagnotta on a petition from Councilor Kalinowsky amending City Council request to place a ballot question on the November 7, 2023 ballot

UNFINISHED BUSINESS

17. A communication from Director Dodds on a petition from Councilor Kronick requesting an honorary street sign for Reverend Samuel Harrison (*tabled from November 29, 2022*)
18. A communication from Attorney Pagnotta on a petition requesting a legal opinion as to all the steps necessary to create a new position (*tabled February 8, 2022*)
19. A petition from Councilor Kronick requesting a funding plan for the erection of a statue to honor Reverend Samuel Harrison (*tabled October 25, 2022*)
20. A Report from the Ordinances and Rules Committee on a petition from Councilor Warren requesting to amend City Council Rule 26, recommending to approve as amended 3/0
21. A Report from the Ordinances and Rules Committee on a petition from Councilor Warren requesting to add an additional rule designated as Rule 1F, recommending to approve as amended 3/0

REPORTS OF COMMITTEES

A Report from the Community and Economic Development Committee

22. A communication from Mayor Tyer submitting an Order requesting \$250,000 in Pittsfield Economic Development Funds to assist Electro Magnetic Applications, Inc, recommending to approve 3/1

A Report from the Finance Committee

23. A communication from Mayor Tyer submitting an order transferring \$465,711.00 from Water Enterprise retained earnings to the FY23 DPU Water Operating budget, recommending to approve 5/0
24. A communication from Mayor Tyer submitting an Order transferring and appropriating \$2,000,000 from certified free cash to the General Stabilization account, recommending not to approve 0/5
25. A communication from Mayor Tyer submitting an Order transferring and appropriating \$2,000,000 from certified free cash to the Public Works stabilization account, recommending to approve 5/0
26. A communication from Mayor Tyer submitting an Order transferring and appropriating \$2,000,000 from certified free cash to the OPEB trust account, recommending not to approve 2/3

A Report from the Traffic Commission

27. A petition from Councilor Warren requesting to resolve the excessive traffic and speeding on Cromwell Avenue, recommending to refer to Sgt. Maddalena and the City Engineer for study 4/0
28. A petition from Rebecca Brien, Downtown Pittsfield, Inc., requesting to change parking on North Street to head-in diagonal, recommending to refer to the City Engineer for study 4/0
29. A petition from Councilor Kronick requesting a No Parking Zone from the corner of Lincoln Street and Second Street to 214 Second Street recommending to approve No Parking extended approximately 200 feet on the Eastern side of Second Street from 6 am to 5 pm 4/0
30. A petition from Councilor Kronick requesting a No Parking Zone from the corner of Lincoln Street and Second Street to 214 Second Street, recommending to place on file 4/0

NEW BUSINESS

31. A petition from Councilor Kalinowsky requesting the City Council to become the petitioner to remove the special permit requirements for the keeping of six or fewer chickens
32. A petition from Councilor Warren requesting to go on record in opposition to Eversource's request for an electric rate increase beginning January 2023
33. A petition from Councilor Lampiasi requesting the Commissioner of Public Services explore and implement immediate and long-term solutions that improve pedestrian and driver safety on West Street
34. A petition from Councilor Lampiasi requesting the Commissioner of Public Services assess speed concerns from Nottingham Drive to Tor Court

MATTERS TENTATIVELY REFERRED BY THE PRESIDENT UNDER RULE 27

Referred to the Traffic Commission

35. A petition from Councilor Kalinowsky requesting a blinking red light or other traffic light configuration at the intersection of Linden Street and Onota Street

Referred to the Police Chief and City Solicitor

36. A petition from Rinaldo Del Gallo, III requesting any on duty Pittsfield Police Officer to intervene when a police officer engages in unlawful violence against any person

Referred to the Purchasing Agent and City Solicitor

37. A petition from Paul Gregory requesting to review Indemnification Clauses that are written into city contracts

Referred to the Public Works Committee

38. A petition from Councilor Warren requesting Montgomery Ave and Montgomery Ave Ext. to be added to the inhouse repair list

Referred to the Public Health and Safety Committee

39. A petition from Councilor White and Jeanne Kempthorne requesting to review City Code, Chapter 13 ½ Noise Control

**PITTSFIELD CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS
January 10, 2023, at 6:00 p.m.**

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

Present: Councilors Conant, Kalinowsky, Kronick, Lampiasi, Marchetti, Persip, Warren and White

Absent: Councilor Kavey, Sherman, and Maffuccio

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

AGENDA

The microphone was opened to the public:

Paul Gregory, 25 Roselyn Drive, is here to discuss \$126.00. He thanked Councilors Lampiasi and White for helping get his road paved. The manhole covers remained unpaved for several months. He sliced his tire on one of the manholes and his claim was denied by MIIA. He is asking for the councils help.

Dan Miraglin, 68 Ontario Street, here to discuss the last snow storm and stated we are unprepared. He discussed the transfer of 6 million dollars and stated 2 million should be put in for the taxes. He discussed the permit for the lake draw down and stated they went down 42 inches and the max is 36 inches.

David Intelisano, 52 Calumet Street, here to discuss the December snow storm. He stated that snow plowing is an art and 70 accidents is a problem. He stated that state roads were down to the pavements. He stated that he can help the city with his experience. He also stated the pot holes and manholes need improvement.

Glenda Wiechecki, 59 Joan Drive, asked to vote yes on item 17 to defund expenditures for the roads. She is against item 8 for EMA to receive funds from the Pittsfield Economic Development funds.

Helen Austin, 84 Cromwell Avenue, is here tonight to discuss the increase in her real estate taxes. She questioned the Community Preservation Act charge on her bill. She thanked the councilors who voted against the increase.

Ann Carey, 17 Oliver Avenue, here with a number of grievances, the first is her real estate tax bill. If this keeps up she won't be able to live in her house. She complained about the roads on Christmas Eve and the cell tower.

Charles Kronick, 93 Windsor Ave, read a letter from one of his constituents concerning the December snowstorm.

Craig Gaetani, 1098 West Street, discussed the wastewater treatment facility and his invention of sanflow. He believes the council should take him to the treatment plant.

APPOINTMENTS

A communication from Mayor Tyer reappointing Michael Blewitt to the Sister Cities Commission. *Councilor Persip made a motion to approve carried by a 7/1 vote With Councilor Kronick in opposition.*

A communication from Mayor Tyer reappointing Karen Roche to the Human Services Advisory Council. *Councilor Persip made a motion to approve carried by a unanimous vote of all eight members present.*

A communication from Mayor Tyer appointing Patricia Molina to the Human Services Advisory Council. *Councilor Persip made a motion to approve carried by a unanimous vote of all eight members present.*

COMMUNICATIONS FROM HER HONOR THE MAYOR

A communication from Mayor Tyer submitting an Order to accept Chapter 269 of the Acts of 2022, "An Act Relative to Cost-of-Living Adjustments for Retirees". *Councilor Persip made a motion to approve.* Councilor Kronick asked Director Kerwood where this money comes from. Mr. Kerwood stated that it comes from the retirement system. This does not come from OPEB. *The motion to approve was carried by a 7/0 vote with Councilor Kalinowsky abstaining.*

A communication from Mayor Tyer submitting an Order to accept a deed in lieu of foreclosure for three properties located on Robbins Avenue. *Councilor Persip made a motion to approve.* Councilor Kronick asked Director Kerwood about the owner of the property and when the last payment was made. Mr. Kerwood stated that the owner no longer lives at the property and it has been over five years since the last payment was made. Councilor Kronick asked what the payment will be to the owner when this goes through. Mr. Kerwood said there will be no payment to the owner because this is called deed in lieu of foreclosure. The property is in Land Court and we will be awarded the property but we are pursuing it this way as it takes longer in Land Court and the owner is still alive. Councilor Kronick is not happy with this process. He asked if this property will be transferred to Habitat for Humanity. Mr. Kerwood said this has not been determined yet. President Marchetti reminded Councilor Kronick that we are voting on an order not whether or not it will be sold to Habitat for Humanity. Councilor Kronick was in disagreement with the President and it does not smell good. *The motion to approve was carried by a 7/1 vote with Councilor Kronick in opposition.*

A communication from Mayor Tyer submitting an Order to accept a grant of funds in the amount of \$394,319.78 from the Executive Office of Public Safety and Security for the FY23 Senator Charles E. Shannon Jr. Community Safety Initiative Grant. *Councilor Persip made a motion to approve carried by a unanimous vote of all eight members present.*

A communication from Mayor Tyer submitting an Order requesting \$250,000.00 in Pittsfield Economic Development Funds to assist Electro Magnetic Applications, Inc. *Councilor Persip made a motion to refer to the Community and Economic Development Committee carried by a 7/1 vote with Councilor Kronick in opposition.*

A communication from Mayor Tyer submitting three Orders: 1. Transferring and appropriating \$2,000,000 from Certified Free Cash to the General Stabilization Account, 2. Transferring and appropriating \$2,000,000 from Certified Free Cash to the Public Works Stabilization Account, 3.

Transferring and appropriating \$2,000,000 from Certified Free Cash to the OPEB Trust Account. *Councilor Persip made a motion to refer to the Finance Committee carried by a 7/1 vote with Councilor Kronick in opposition.*

PUBLIC HEARING

A public hearing on the revocations of inflammable fluid licenses issued under Chapter 148, Section 13. Clerk Benjamin requested the two inflammable fluid licenses be revoked. 97 Appleton Avenue volunteered to revoke the license and 129 Francis Ave did not respond to the certified legal notice. The hearing was opened to the public for the first, second and third time. No one appeared to speak for or against. *Councilor Persip made a motion to approve carried by a unanimous vote of all eight members present.*

The following remained tabled.

A public hearing on a petition requesting a zoning map amendment from Compass Ridge, LLC for property located on outer West Housatonic Street (*Continued to the January 24, 2023 meeting*)

COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND BOARDS

A communication from the conservation agent on a petition from Councilor Kalinowsky concerning the drawdown of Pontoosuc Lake. *Councilor Kalinowsky made a motion to table until the next meeting carried by a unanimous vote of all eight members present.*

The following remained tabled.

UNFINISHED BUSINESS

A communication from Director Dodds on a petition from Councilor Kronick requesting an honorary street sign for Reverend Samuel Harrison (*tabled from November 29, 2022*)

A communication from Attorney Pagnotta on a petition requesting a legal opinion as to all the steps necessary to create a new position (*tabled February 8, 2022*)

A petition from Councilor Kronick requesting a funding plan for the erection of a statue to honor Reverend Samuel Harrison (*tabled October 25, 2022*)

NEW BUSINESS

A petition from Councilor Warren requesting to correct the listing of the ownership of Parcel I160001002, last owned by the Pittsfield Sportsmen's Club, Inc.. *Councilor Warren made a motion to refer to the City Solicitor. Councilor Kronick asked Councilor Warren when this became an issue. Councilor Warren did hid due diligence and would like this corrected. The motion to refer to the City Solicitor was carried by a 7/1 vote with Councilor Kronick in opposition.*

A petition from Councilor Kronick concerning Storm Elliot. Councilor Kronick showed a graph of the temperature and precipitation. He stated that the roads were not pretreated, and an emergency call was not sent out to the residents. He stated the accurate information was available the day before the storm. At 7 am the rain stopped and it was 47 degrees, just before 3 pm the temperature dropped to 33 degrees. Commissioner Morales stated that he did not pretreat the roads. Councilor Kronick suggested that a weather app would have advised him to do so. This is not a punishment as is misreported. It's the honest truth, not political posturing. He complemented Councilors Marchetti, Persip, and White on their outrage. Two mistakes were made, not treating the roads and public alert. This failure is for future tax hikes. Magnesium Chloride would have done nothing to change the outcome. *Councilor Kronick made a motion for the Council President to write a resolution that we will not approve a request for Magnesium Chloride.* President Marchetti said to be clear his petition did not say anything about buying equipment or spending money it was to find out what happened so it does not happen again. Councilor Persip stated the first statement was that Councilor Kronick was not going to make a political posture but accused himself, Councilor Marchetti and White of raising taxes. Your petition is confused. Their petition was asking for a report. He has another petition inquiring what the cost for material and equipment. To accuse them of raising the taxes right after the tax bills come out is interesting. The commissioner brought up magnesium chloride in his emails and he would like this information. He does not understand what we are voting on as the budget has already been approved. What money do you not want us to spend. Councilor Kalinowsky asked Councilor Kronick what timeline he is looking at. Councilor Kronick said he does not want to see a request for Magnesium Chloride on the FY24 budget. Councilor White will not support a petition with a resolution not to approve something that is not before us. We were elected to make decisions on what is before us. The report they are asking for is for informational purposes only, not to add anything to it. He looks forward to a report at what the cost analyst of Magnesium Chloride and equipment. He believes a code red/snow emergency should have been made, he wishes he asked for it and one of the councilors could have requested it. Councilor Warren stated that we are going on a fool's errand. He wants more information and believes we will get it from the report. He stated that some of this information Councilor Kronick is looking for could have gotten on the computer if he was interested, example is the deed in lieu of foreclosure. The fact of the matter is that we want more information to make a proper decision. He will not vote for this because he is looking forward to more information. He stated that magnesium chloride is used to pretreat, and we need this information. He will not support. \$2,000,000 going into the stabilization account is not to buy equipment and he votes on each issue before him. Councilor Conant feels this petition is premature and we need to see the report for the solutions required and needed. We are all appalled at what happened here. Councilor Lampiasi agrees with her colleagues, it is putting the cart before the horse, we haven't gotten the full scope of what happened. Many took the time to meet with the Mayor and the Commissioner learned a lot about how the city viewed what happened. She believes that they all agree that the storm was not dealt with properly. If we are honest about what happened, she had the weather on her phone, and it was contradictory to what was happening outside and does not think the screenshots was helpful and a misrepresentation of the facts. Councilor Kronick anticipated and knew what was going to happen and Commissioner Morales should have known that it is happening. He is not appalled by what happened. It is an emotion, not rationally. Councilor Kronick said Magnesium is coming and he knew it when he wrote the petition. The

person who works for the Mass DOT stated if the roads were pretreated with rock salt we would have had safer roads, no complaints, and no higher taxes for equipment that we do not need. It is not about politics, don't call him politically posturing. It's ridiculous and a load of crap. Councilor Persip stated the snowstorm was unacceptable, it was unsafe and don't know why yet as we are waiting for the report. To say people do not want Magnesium Chloride, 99% of the people don't know what it is. They want a police officer and a fire truck to show up when they call, the roads plowed, and potholes fixed. The eleven of us can agree that some of these things are not getting done. We need to agree to work together to come up with a solution. Its not always about dollars and cents, its about finding solutions. Councilor Kalinowsky said there is a lot to say and some not for today. She agreed that rock salt should have been put down right away. The petition is not clear enough and we should wait. *Councilor Kronick made a motion to table carried by a 4/4 roll call vote with Councilors Persip, Marchetti, White and Lampiasi in opposition. The motion for the Council President to write a resolution that we will not approve a request for Magnesium Chloride failed 1/7 with Councilor Kronick in favor.*

MATTERS TENTATIVELY REFERRED BY THE PRESIDENT UNDER RULE 27

Referred to the Commissioner

A petition from President Marchetti, Councilor White and Persip requesting the Commissioner provide a full report of the issue that resulted in poor road plowing conditions

A petition from Councilor Persip requesting the Commissioner provide costs for new equipment to use Magnesium Chloride

Referred to the Traffic Commission

A petition from Councilor Kronick requesting a no parking zone at the corner of Second Street and Lincoln Street

Referred to the Health Director

A petition from Councilor Kronick requesting information on emergency treatment for drug abuse and suicide attempts for the years 2019 to present

Referral to the Mayor

A petition from Councilor Warren requesting to reopen the entrances to City Hall

A petition from Alex Blumin requesting to approve and fund a mandatory tree replacement program

Referred to the City Solicitor

A petition from Councilor Warren requesting to review the policy on the repair or replacement of mailboxes damaged by snowplows.

7:16 p.m. Councilor Maffuccio made a motion to adjourn the City Council meeting carried by a unanimous vote of the eight 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 • ltyer@cityofpittsfield.org

Linda M. Tyer
Mayor

February 8, 2023

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 Deputy Superintendent, Marisa Mendonsa, as the Pittsfield Public Schools representative, to the Homeless Advisory Committee for a term expiring December 8, 2024.

Respectfully submitted,

Linda M. Tyer
Linda M. Tyer
Mayor

Marisa Mendonsa

566 Elm Street
Northampton MA, 01060
774.249.9156
marisamendonsa1@gmail.com

Licensure

- Massachusetts: Teacher of History/Social Studies (5-9) (9-12)
- Massachusetts Administrative Licensure, Principal/Assistant Principal (5-8) (9-12)
- Massachusetts Administrative Licensure, Superintendent/Assistant Superintendent (all levels)

Education

Springfield College, Springfield, MA—Bachelor of Science, History	<i>May 1997</i>
University of Massachusetts, Amherst, MA—M.Ed. Multicultural/Bilingual/ESL	<i>March 2005</i>
University of Massachusetts, Amherst, MA—C.A.G.S. Educational Leadership	<i>May 2011</i>
American University, Washington, D.C. —EdD, Education Policy and Leadership	<i>May 2022</i>

Leadership Experience

Deputy Superintendent

Pittsfield Public Schools

November 2021–Present

- Oversee building principals and ensure the effectiveness of their instructional leadership; 13 schools including 8 elementary, 2 middle schools, 2 high schools and one virtual K-12 school
- Monitor implementation of the District Improvement and School Improvement Plans
- Oversee Diversity, Equity and Inclusion initiatives including professional development and bias review trainings
- Evaluate and assess the implementation of the Diversity, Equity and Inclusion Strategic Plan
- Aid in developing and supervising the operation of federally funded programs
- Coordinate the continuing study of staffing needs as a basis for projecting personnel requirements
- Monitor the administration of student discipline following the Code of Conduct, Character and Support
- Address and mediate caregiver concerns and serve as a conduit between school and home
- Process home education proposals and out of district placements
- Coordinate the fulfillment by principals of their responsibilities in the budget process
- Investigate parental complaints
- Serve as liaison between the State Systems of Support Team with building principals and directors
- Member of the Superintendent's Cabinet
- Oversee grants programming including budget and implementation
- Serve as McKinney Vento Homeless Liaison
- Oversee school choice including approval of intra-district school choice process
- Oversee and monitor the registration process for new students
- Supervise district Family Engagement and Attendance Coordinators
- Supervise district Coordinator of School Counseling
- Supervise district Emergency and Safety Coordinator
- Design and implement a reimagining process for middle school programming
- Monitor athletic programming
- Oversee the Coordinator of Arts Integration and Community Programming
- Serve as district liaison for the School Committee Policy Subcommittee
- Monitor 21st Century After School federally funded programming
- Supervise and evaluate summer school programming for Special Education students, multilingual learners, credit recovery, and enrichment activities

- Monitor district Student Support Team
- Member of District Equity Task Force
- Assume the authority and responsibilities of the Superintendent in their absence

Principal

Mohawk Trail Regional High School

August 2016–November 2021

- Lead writer for the Mass IDEAS Implementation Grant award of \$450,000 (FY22); \$375,000 (FY21); Planning Grant (FY20) award of \$150,000; and Mini-Grant (\$14,500) to reimagine and redesign the high school experience.
- Facilitate the development of an anti-racist school based strategic plan through a partnership with Firefly Worldwide Inc.
- Coordinate partnerships with EL Education and Next Generation Learning Challenges to support redesigning our high school experience.
- Design and implement a distributive leadership model where faculty/staff/student/community voices are included and represented in decision making.
- Facilitate implementation of heterogeneous classes at high school level to provide an inclusive and rigorous curriculum for all learners.
- Member of the district strategic planning team.
- Foster transition to inquiry-based learning for all subject areas including math to increase rigor and support a diverse learning community.
- Member of the district's computer science stakeholder committee to expand computer science programming and Advanced Placement STEM courses grades 7-12.
- Supervise Restorative Practices Center to increase interventions and decrease external suspensions.
- Implement training and design goals to become a Resiliency (trauma-informed) School.
- Investigate student complaints including disciplinary, bullying, biased incidents, and Title IX violations.
- Oversee the implementation of middle and high school athletic programs.
- Manage and coordinate school's safety procedures in coordination with local police and fire departments.
- Oversee student attendance and graduation requirements.
- Lead administrator for special education programming and services.
- Lead administrator of student activities and student discipline.
- Piloted co-principal model in which two principals oversaw all operations of the building.
- Facilitate School Council—a representative body of students, teachers, families and community members.
- Manage the implementation of standards-based curriculum and assessments.
- Utilize all available resources within the district and the community to develop new and improve the effectiveness of existing educational programs.
- Oversee the implementation of the Massachusetts teacher evaluation system which includes announced and unannounced observations, as well as formative and summative assessments.
- Design and manage staffing plans.
- Coordinate and supervise support services such as maintenance, security, food services, recreational programs, library activities, and financial and accounting functions, etc.
- Successfully foster relationships with families and community members.
- Mentor principal candidates for licensure in the state of Massachusetts.
- Serve as liaison between the school and the Superintendent.

Principal

Amherst Regional Middle School, Amherst, MA

July 2014–July 2016

- Redesigned school schedule to meet the needs of diverse learners.
- Facilitated the use of restorative practices to increase interventions and improve school climate.
- Implemented co-teaching model to support the needs of all students including Special Education and ELL students.
- Facilitated monthly Curriculum Leader meetings and weekly school climate meetings.
- Managed the implementation of standards-based curriculum and assessments.

- Utilized all available resources within the school system and the community to develop new and improve the effectiveness of existing educational programs.
- Implemented the Massachusetts teacher evaluation system, including announced and unannounced observations as well as formative and summative assessments.
- Designed and implemented new teacher orientation and provided ongoing professional development for new teachers.
- Designed and managed staffing plan.
- Prepared school budget requests and monitored expenditures of funds.
- Coordinated and supervised support services such as maintenance, security, food services, recreational programs, library activities, and financial and accounting functions, etc.
- Assessed school's technology needs to meet statewide standards and support learning.
- Mentored Principal interns.
- Successfully fostered relationships with families and community members.
- Served as a liaison between the school and the Superintendent.

Principal

John J. Duggan Middle School, Springfield, MA

July 2012–June 2014

- Wrote and implemented a school redesign plan in conjunction with the Center for Collaborative Education.
- Lead Administrator for the implementation of the Expeditionary Learning Model.
- Designed and oversaw implementation of a Federal Magnet Schools Assistance application to transition Duggan Middle School to a grades 6-12 High School with a social justice and Expeditionary Learning focus.
- Oversaw the implementation of the Massachusetts teacher evaluation system which includes announced and unannounced observations as well as formative and summative assessments.
- Designed and managed staffing plan.
- Executed a tiered coaching plan and mentored Instructional Coaches for implementation.
- Facilitated the Instructional Leadership Team.
- Developed a year-long Professional Development Plan to support the EL model, and the transfer to the Common Core.
- Managed the implementation of standards-based curriculum and assessments.
- Utilized all available resources within the school system and the community to develop new and improve the effectiveness of existing educational programs.
- Effectively led an administrative team consisting of two Deans of Students and two Assistant Principals.
- Prepared and submitted the school's budgetary requests and monitored expenditures of funds.
- Coordinated and supervised support services such as maintenance, security, food services, recreational programs, library activities, and financial and accounting functions, etc.
- Assessed and determined the technology needs of the school to meet statewide standards and support learning.
- Successfully fostered relationships with families and community members.
- Served as liaison between the school and the Superintendent.

Assistant Principal

John J. Duggan Middle School, Springfield, MA

August 2011–June 2012

- Lead administrator for the implementation of the Expeditionary Learning Model.
- Designed and supported the implementation of the school-wide Crew curriculum.
- Administrative liaison responsible for the conduct and academic progress for staff and students in grades 6 & 8.
- Successfully fostered relationships with families and community members.
- Conducted formal and informal teacher evaluations.
- Planned and presented monthly Professional Development that addressed the Expeditionary Learning core principles
- Member of the Instructional Leadership Team.
- Set agendas and facilitated team leader meetings.
- Oversaw the ELL program including scheduling, curriculum, and student progress.
- Served as the administrator in charge of middle school sports.

Governing Board Chair

April 2010–October 2011

The Springfield Renaissance School

- Set and facilitated monthly meetings that oversee the implementation of school policies and procedures.
- Managed the development of the school's strategic plan.
- Analyzed and reviewed school budgetary allocation.
- Collaborated with the Principal Evaluation Sub-Committee in gathering data to evaluate the principal.

Teaching Experience

Social Studies (M.S.) and History (H.S.) Teacher

August 2006–June 2011

The Springfield Renaissance School, Springfield, MA

- Founding staff member of an Expeditionary Learning School.
- AP U.S. History, 11th Grade U.S. History II and Honors U.S. History II and 6th and 8th grade Social Studies.
- Created interdisciplinary expedition units that connect students to specific aspects in the City of Springfield, including local food production, Native American history, and the Civil Rights Movement.
- Promoted multicultural and character education by co-facilitating the design of the school's Community Commitment document.
- Designed and taught standards-based curricular lessons and authentic assessments.
- Team Leader for grades 6, 8, and 11.

Middle School Social Studies Teacher

Melican Middle School, Northborough, MA

2003–2006

Amherst Regional Middle School, Amherst, MA

2000–2003

Teach For America, Rocky Mount, NC

1997–1999

Internships/Fellowships

Massachusetts Department of Elementary and Secondary Education

October 2022 - Present

- Member of the Influence 100 future superintendents cohort
- Two-year program for diverse leaders to obtain the skills necessary to become equity minded leaders

Prince George's County Public Schools, Maryland

November 2019–May 2021

- Intern with the Director of Equity and Excellence.
- Assist in the development of an Assistant Principal pipeline program with a focus on anti-racism.
- Identify the implementation gaps between systems-based theory and application in the development of a district-wide initiative.
- Provide recommendations for implementation and sustainability of the Assistant Principal pipeline program.

Conferences, Case Study Participation, Publications and Writings

- Presenter at Power of Truths: Arts and Education Festival: **Moving Beyond Statements: Disrupting White Supremacy Culture in Public Schools**
- Featured Case Study in Affirming Diversity: **The Sociopolitical Context of Multicultural Education -5th edition**, Spring 2011 by Sonia Nieto and Patty Bode
- 2010 11th Grade Expedition product entitled **Freedom Through Their Eyes: 50 Years of Civil Rights Perspectives in Springfield** archived with the Library of Congress in conjunction with The Smithsonian and the Civil Rights History Project Act of 2009
- Featured Case Study - Rennie Center for Education Research & Policy - **A New Era of Education Reform: Preparing All Students for Success in College, Career and Life**

- Co-author of the Springfield Public Schools African American History course curriculum

Trainings

- Restorative Practices— Trained facilitator through the International Institute of Restorative Practices.
- ALICE— Trained facilitator for ALICE response lockdown protocols.
- Restraint Training— Participated in state approved CPI restraint training.
- Sheltered English Immersion— Administrator, endorsement.

Organizations and Committees

- Massachusetts School Administrators' Association
- LGBTQ+ National Administrators' Network
- National Association of Secondary School Principals

Awards

- 2017 Institute for Educational Leadership— Massachusetts Education Policy Fellowship
- 2010 New England Multicultural Teacher of the Year



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

February 8, 2023

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 Hilary Houldsworth, LICSW, as the Elder Services representative, to the Homeless Advisory Committee for a term expiring February 14, 2026.

Respectfully submitted,

Linda M. Tyer
Linda M. Tyer
Mayor

Hilary Houldsworth, LICSW
413-854-3549
Hilaryhouldsworth@gmail.com

•**Education**

Master of Social Work

Edinboro University, Edinboro, PA. 3.96 G.P.A. Graduated August, 2016

Bachelor Degree in Social Work

Elms College, Chicopee, MA, 3.72 G.P.A. Graduated May, 2013

Associates Degree in Human Services

Berkshire Community College, Pittsfield, MA, 3.40 G.P.A Graduated December, 2011

•**Licensure & Certification**

Massachusetts Licensed Independent Clinical Social Worker, License Number 122847

New York State Licensed Master Social Worker, License Number 099104. *Currently Inactive*

CANS Certified, Expires February 2024

•**Career-Related Experience**

Elder Services of Berkshire County, Inc. Pittsfield MA

Behavioral Health Clinician, July 2022- Present

Provide clinical expertise and guidance to Elder Services' staff in the performance of their duties to afford the highest level of quality care to consumers. Responsible for the overall development and implementation of strategies for education, team facilitation, and quality improvement.

The Brien Center, Pittsfield, MA

Clinician, Adult Outpatient Services, August 2020- July 2022

Provide individual therapy to DDS clients. Complete Clinical Treatment Review assessments for DDS clients.

The Brien Center, Contracted to 18 Degrees, Pittsfield, MA

Program Supervisor, Clinician for The Family Resource Center, February 2020- July 2022

Provide clinical consultation and short-term therapy treatment to youth, adults and families utilizing evidenced based practices. Assist families involved with CRA related matters with mental health support, information and referrals to mental health and other therapeutic services. Facilitate support and therapy groups. Complete FRC intakes, screenings and CANS assessments. Provide clinical supervision to the Family Resource Center staff.

The Arc Mid Hudson, Kingston, NY

Social Worker, August 2016-February 2020

Provide individual, group, couples and family therapy utilizing evidence based practices and provide a sexual assessment program. Complete and update intake assessments, treatment plans, psychological evaluations, dementia assessments, safety plans, progress notes and participate in Individual Support Plan meetings. Provide coverage supervision of graduate level student interns.

Astor Services for Children and Families, Kingston, NY

Social Worker, Families Together Program, (Per Diem) October 2016-May 2017

Facilitate group psychotherapy program.

Astor Services for Children and Families, Kingston, NY

MSW Intern, Kingston Counseling Clinic, August 2015-April 2016

Provide Individual therapy, Cognitive Behavioral Therapy, Motivational Interviewing, Family Therapy, Therapeutic Engagement, Crisis Management, Parent Child Interaction Therapy. Complete intake and assessment procedure. Create and update treatment plans, progress notes and safety plans.

Astor Services for Children and Families, Kingston, NY

Case Manager, Families Together Program, (Per Diem) April 2015- August 2016

Provide case management to youths participating in the Families Together Group Therapy program. Assist and support the clinician of the group and create fun and therapeutic activities for the group. Supervise youths and provide a safe environment for youths to learn while attending the program.

The Brien Center, Community Service Agency, Pittsfield, MA

Intensive Care Coordinator, May 2014- January 2015

Facilitate care planning and coordinator of services for Mass Health youth through the Wraparound process. Provide a single point of accountability for ensuring that medically necessary services are accessed, coordinated, and delivered in a strengths-based, individualized, family/youth-driven, and ethnically, culturally, and linguistically relevant manner. Utilize the Massachusetts Child and Adolescent Needs and Strengths assessment to determine strengths, needs, and potential goals for the family. Facilitate the development of a Care Planning Team comprised of both formal and natural support persons who assist the family with different aspects of their goals. Create a care plan and safety plan that is developed with the family in the driver's seat and revisit to make adjustments as needed.

The Brien Center, Options for Youth, Pittsfield, MA

Direct Care Specialist, August 2012- May 2014

Provide case management to an assigned caseload, maintain collaboration with clinicians, provide outreach services focused on community involvement and skill-based learning. Plan and facilitate the Options for Youth after school program, provide therapeutic activities for youth, supervise youths attending the program.

- **Volunteer Experience**

Northeast Icelandic Horse Club

Vice President, Board of Directors, April 2022- Present

The Northeast Icelandic Horse Club (NEIHC) is a regional club of the U.S. Icelandic Horse Congress. The goal of NEIHC is to promote the Icelandic Horse by facilitating shows, clinics trail rides, breeding evaluations and other educational resources.

South County System of Care Committee, Lee, MA

Volunteer, May 2014- January 2015

Strive to promote and foster healthy decisions and lifestyles in the community's youth through education, advocacy of services and resources available and fundraising healthy activities for youth to participate in within the community.

Roberts Woods Farm Therapeutic Riding, Monterey, MA

Volunteer, 2007-2010

Responsible for supervising the individual on the horse during their therapeutic horse back riding lesson.



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

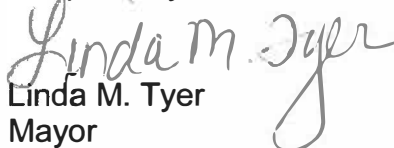
February 8, 2023

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 Cory Evangelisto of 71 Patricia Avenue, Dalton, MA 01226 to the Zoning Board of Appeals as an Associate Member for a term expiring February 14, 2028.

Respectfully submitted,


Linda M. Tyer
Mayor

Cory Evangelisto
(413) 358-3056
cevangelisto18@gmail.com

January 20, 2023

Dear City of Pittsfield,

I am writing on behalf of my interest to join the vacancy on the Zoning Board of Appeals for the City of Pittsfield. I have always had an interest in understanding zoning and how it impacts the housing supply in local communities.

I am a lifelong resident of the area and have been working in real estate for the last 10 years. Currently, I am a local Real Estate Broker helping local residents achieve home ownership. I also manage my own rental properties and help local real estate investors purchase multi-family homes and single family homes for rehabilitation.

Since I specialize in the investment side of real estate, I have seen first hand how the housing supply and affordability has changed over the last five years. Many people feel local zoning laws have restricted housing growth over the years. I am interested in getting to know more on how that can be changed to create more housing for the future.

I have attached my resume for review. Thank you for your time and consideration.

Sincerely,

Cory Evangelisto

Cory Evangelisto

71 Patricia Ave. Dalton, MA 01226

Cevangelistol8@gmail.com

413-358-3056

<https://www.linkedin.com/in/coryevangelisto>

Education

University of Massachusetts Amherst	Amherst, MA
Isenberg School of Management	
<i>Bachelor of Business Administration in Accounting</i>	August 2018
• GPA: 3.85	
Anticipated 150 Hour Completion: Completed 150 hours for CPA compliance	August 2018
Southern New Hampshire University	Manchester, NH
• <i>Associate of Science in Accounting</i> GPA: 3.96, Graduated Summa Cum Laude	December 2015

Experience

Nocher Realty	Berkshire County, MA
<i>Broker Associate & Landlord/Investor</i>	July 2022 - Present

- Asset Management & Disposition for many banks and government-sponsored enterprises that include: Fannie Mae, Shellpoint Mortgage, Wells Fargo, Mass Housing, Selene Financial, Gregory Funding, and U.S. Dept. of HUD
- Competitive market analysis and valuation service provider for companies such as: Pro Teck Services, Clear Capital, BPO Fulfillment, Old Republic Servicing Solutions, and Residential Real Estate Review
- Marketing/promotion, office/administrative work, contracts, advertising, presentations, and negotiations
- REO Specialist, project/repair management, real estate investment analysis, and local market analysis
- Establish business relationships with local banks and stay informed on current and new mortgage products.
- Help local Buyer/Seller/Investors achieve their real estate and investment goals.
- Train staff and agents on our local laws, policies, and procedures to ensure they are abiding by local./national laws.
- Property Management, Tenant Placement/Screening, Maintenance Coordination, Sufficient in MA Landlord/Tenant laws.

Transparent Realty & Investments	Berkshire County, MA
<i>Broker/Owner & Landlord/Investor</i>	May 2020 - July 2022

- Asset Management & Disposition for many banks and government-sponsored enterprises that include: Fannie Mae, Shellpoint Mortgage, Wells Fargo, Mass Housing, Selene Financial, Gregory Funding, and U.S. Dept. of HUD
- Competitive market analysis and valuation service provider for companies such as: Pro Teck Services, Clear Capital, BPO Fulfillment, Old Republic Servicing Solutions, and Residential Real Estate Review
- Marketing/promotion, office/administrative work, contracts, advertising, presentations, and negotiations
- REO Specialist, project/repair management, real estate investment analysis, and local market analysis
- Establish business relationships with local banks and stay informed on current and new mortgage products.
- Help local Buyer/Seller/Investors achieve their real estate and investment goals.
- Train staff and agents on our local laws, policies, and procedures to ensure they are abiding by local./national laws.
- Property Management, Tenant Placement/Screening, Maintenance Coordination, Sufficient in MA Landlord/Tenant laws.

Steepleview Realty	Berkshire County, MA
<i>Broker Associate & Landlord/Investor</i>	March 2014 – May 2020

- Asset Management & Disposition for many banks and government-sponsored enterprises that include: Fannie Mae, Freddie Mac, Wells Fargo, Mass Housing, Selene Financial, Gregory Funding, and U.S. Dept. of HUD
- Competitive market analysis and valuation service provider for companies such as: Pro Teck Services, Clear Capital,

BPO Fulfillment, Old Republic Servicing Solutions, and Residential Real Estate Review

- Marketing/promotion, office/administrative work, contracts, advertising, presentations, and negotiations
- REO Specialist, project/repair management, real estate investment analysis, and local market analysis
- Establish business relationships with local banks and stay informed on current and new mortgage products
- Property Management, Tenant Placement/Screening, Maintenance Coordination, Sufficient in MA Landlord/Tenant laws.

Activities

National Associations of Realtors

July 2013 - Present

- Member of the National Association of Realtors (NAR) and the Realtor Association of Pioneer Valley (RAPV)
- Attend and organize local community events

Berkshire County Board (Director/Treasurer/Finance Committee)

January 2020 - Present

- Participate with staff and local Realtors/board members in achieving the association's goals that encompass the Board's Business Plan.
- Serve on Task Forces and/or committees to further the mission of the board while identifying future leaders.
- Accept fiduciary responsibility of the Board of REALTORS®, taking care to practice due diligence in understanding the financial reports and participating in the budgeting process.
- Act as an adviser and monitor for staff administration of the day-to-day financial operations
- Provide oversight of our Investment Advisor to ensure adherence to our investment policy, including at least annual review of the portfolio and suggest policy changes, if needed.
- Examine and discuss the satisfactory annual audit/review in consultation with the Accountant.
- Assist the Chief Executive Officer in developing an annual budget and ensuring that the operations are conducted pursuant to it.

Skills

Computer: MS Office (Excel, Word, PowerPoint, Access); CRM, HTML, CSS, MLS, WordPress, Social Media, Loss Mitigation & Workflow Software.



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

70 Allen Street, Pittsfield, MA 01201

(413) 499-9321 • ltyer@cityofpittsfield.org

Linda M. Tyer
Mayor

February 8, 2023

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 \$25,000.00 from the Massachusetts Executive Office of Public Safety and Security, Department of Fire Services as part of the Firefighter Safety Equipment Grant program.

Respectfully submitted,

Linda M. Tyer
Linda M. Tyer, Mayor

LMT/CVB
Enclosure



City of Pittsfield Fire Department

74 COLUMBUS AVENUE, PITTSFIELD, MA 01201 (413) 448-9764 FAX (413) 448-9766

January 26, 2023

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

Dear Mayor Tyer,

Submitted for your consideration, is an authorization requesting the City of Pittsfield to accept a grant of funds from the Commonwealth of Massachusetts Executive Office of Public Safety and Security, Department of Fire Services.

Sincerely,

Thomas Sammons
Fire Chief

Cc: Nicole Gai- Assistant Treasurer
Accounting Dept

City of Pittsfield

No. _____

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

IN CITY COUNCIL

AN ORDER

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

Ordered: That the City of Pittsfield, by and through its Mayor and City Council, is hereby authorized to accept an appropriation of funds in the amount of Twenty Five Thousand Dollars (\$25,000.00) from the Commonwealth of Massachusetts Executive Office of Public Safety and Security.

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



CHARLES D. BAKER
Governor

Office of the Governor Commonwealth of Massachusetts

State House
Boston, Massachusetts 02133
Tel: (617) 725-4000

KARYN E. POLITO
Lieutenant Governor

December 7, 2022

Chief Thomas Sammons
City of Pittsfield
74 Columbus Avenue
Pittsfield, MA 01201

Dear Chief Sammons,

Congratulations! I am pleased to inform you that the Executive Office of Public Safety and Security and the Department of Fire Services (DFS) has awarded the City of Pittsfield \$25,000.00 in State Fiscal Year 2023 funding for the Firefighter Safety Equipment Grant Program.

Through great challenges in recent years, the fire service in Massachusetts has maintained the level of dependability and excellence that the citizens of the Commonwealth have come to expect. Please know how thankful I am for this, and how grateful I am to be able to provide your department with this important equipment.

The contract, terms and conditions, and other award documents for this program will be provided to you by DFS. Please contact Tim Moore at DFS with any questions about this award at 978-567-3721 or Timothy.Moore@mass.gov.

Sincerely,

A handwritten signature in cursive script, appearing to read "Charles Baker".

Governor Charles D. Baker

A handwritten signature in cursive script, appearing to read "Karyn E. Polito".

Lt. Governor Karyn E. Polito

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.mass.gov/lists/ctr-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Pittsfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Fire Services MMARS Department Code: DFS	
Legal Address: (W-9, W-4): 70 Allen St, Pittsfield, MA, 01201		Business Mailing Address: P.O. Box 1025, Stow MA 01775	
Contract Manager: Chief Thomas Sammons	Phone: 413-448-9754	Billing Address (if different):	
E-Mail: tsammons@cityofpittsfield.org	Fax: 413-448-9766	Contract Manager: David Clemons	Phone: 978-567-3179
Contractor Vendor Code: VC6000192128		E-Mail: David.Clemons@mass.gov	Fax: 978-567-3121
Vendor Code Address ID (AD001) (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT-DFS-1000-2023FFEGRANT0000000	
		RFR/Procurement or Other ID Number: BD-81549	
<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, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended) \$25,000.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ 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.) FY23 Firefighter Safety Equipment Grant Program. This contract is for funds awarded under the Department of Fire Services' FY23 Firefighter Equipment Grant, in accordance with the FY23 Grant Application, and attached Grant Agreement Scope of Work and Budget. Funds for this program will be disbursed on a reimbursement basis only.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2023 , 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: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: David Clemons Print Title: Director of Operations	



EXECUTIVE OFFICE OF PUBLIC SAFETY & SECURITY
DEPARTMENT OF FIRE SERVICES



FY23 FIREFIGHTER SAFETY EQUIPMENT GRANT PROGRAM

COVER SHEET

Department Information

Legal Name of Applicant Agency: City of Pittsfield

Mailing Address: 74 COLUMBUS AVE PO Box:

Municipality: PITTSFIELD MASS Zip Code: 01201

Chief of Department

First Name: THOMAS

Title: FIRE CHIEF

Middle Initial:

Phone Number: 413-448-9753

Last Name: SAMMONS

Email Address: TSAMMONS@CITYOFPITTSFIELD.ORG

Suffix:

Grant Manager*

First Name: ANNE

Title: SR FINANCIAL MANAGER

Middle Initial:

Phone Number: 413-448-9753

Last Name: FERIN

Email Address: AFERIN@CITYOFPITTSFIELD.ORG

Suffix:

*Leave this section blank if Fire Chief will serve as Grant Manager.

Application Type

Select Application Type Below:

Single Department

If you are submitting a Regional Application, complete the "Supporting Regional Applicants" tab of this document. If you are not submitting a regional application, you may leave that tab blank.

Signature

As the Chief of the Department/Chief Executive, I am authorizing the department to solicit funds from the FY23 Firefighter Safety Equipment Grant Program from the Department of Fire Services (DFS). I have reviewed and approve of the contents of this application, and certify that all information provided is accurate. I have also reviewed and agree to abide by all terms and conditions in the Notice of Funding Opportunity. I further acknowledge that if my department incurs expenses for the grant prior to a contract for these grant funds being signed by DFS and my department, DFS will not be able to reimburse my department for those costs.

Name: THOMAS SAMMONS

Signature: [Signature] Date: 10-18-2022



**EXECUTIVE OFFICE OF PUBLIC SAFETY & SECURITY
DEPARTMENT OF FIRE SERVICES**



FY23 FIREFIGHTER SAFETY EQUIPMENT GRANT PROGRAM

Application Narrative

Project Summary

Please explain all equipment being requested, quantities, and how it will be deployed/managed. Include details on installation, maintenance plans, how cost estimates were obtained, accessories to be included, and any other relevant information.

We are requesting funding for 4 bunker coats and 2 bunker pants. Currently we are in the process of hiring two new employees which we will need funding for the two sets with the remaining 2 coats to be for current employees who do not have a second coat which is compliant. With the rising cost of equipment the department budget does not allow for this expense at the present time. Safety of our firefighters is our number one priority within the department and this opportunity will allow us to outfit them with the second set of gear so that we are that much closer to having all 98 employees outfitted with totally compliant gear.

We also are requesting funding for the ability to purchase 5 new thermal imagers. These will be placed on each of our front line pieces. The current imagers we have are all outdated and we are in need of these new images which meet all of the nfpa standards to bring our equipment totally compliant.

Project Need

Please explain the reason grant funding is needed to purchase this equipment and connect it to one of the Purchase Justification options listed in the Notice of Funding Opportunity (i.e. There are 10 firefighters on my department without a compliant second set of turnout gear, my department has one thermal imaging camera which was purchased in 2012 and no longer functions properly, etc.).

The Thermal Imagers we have that this request will be replacing were purchased in 2017 and 2018. They work but are definitely showing signs of disrepair. We are constantly having to replace the batteries because the machines just wont hold a charge anymore.

The bunker gear we are requesting will be fully outfitting our two new hires and the additional two coats will bring two more existing firefighters gear into full compliance with the nfpa standards.



Personal Protective Clothing

Item	Justification for Purchase	Quantity	Unit Cost	Total Cost
Bunker Coat	Replacing equipment that is unusable or unrepairable to meet a current NFPA or OSHA standard	4	\$1,700.00	\$6,800.00
Bunker Pants & Suspenders	Replacing equipment that is unusable or unrepairable to meet a current NFPA or OSHA standard	2	\$1,350.00	\$2,700.00

TOTAL COST: \$9,500.00

Thermal Imaging Cameras

Item	Justification for Purchase	Quantity	Unit Cost	Total Cost
Thermal Imaging Camera	Obtaining new NFPA or OSHA compliant equipment to meet minimum operational and deployment standards for existing missions	5	\$3,100.00	\$15,500.00

TOTAL COST: \$15,500.00



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

February 8, 2023

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 \$7,958.00 from the Massachusetts Executive Office of Public Safety and Security, Department of Fire Services for the Student Awareness of Fire Education (S.A.F.E.) and Senior SAFE grants.

Respectfully submitted,

Linda M. Tyer
Linda M. Tyer, Mayor

LMT/CVB
Enclosure



City of Pittsfield Fire Department

74 COLUMBUS AVENUE, PITTSFIELD, MA 01201 (413) 448-9764 FAX (413) 448-9766

January 30, 2023

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

Dear Mayor Tyer,

Submitted for your consideration is an authorization requesting the City of Pittsfield to accept a grant of funds from the Commonwealth of Massachusetts Executive Office of Public Safety and Security.

Sincerely,

Thomas Sammons
Fire Chief

Cc: Nicole Gai, Assistant Treasurer
Accounting

City of Pittsfield

No. _____

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

IN CITY COUNCIL

A N O R D E R

**AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS FROM
THE COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF PUBLIC
SAFETY AND SECURITY**

Ordered: That the City of Pittsfield, by and through its Mayor and City Council, is hereby authorized to accept a grant of funds in the amount of Seven Thousand Nine Hundred Fifty Eight Dollars (\$7,958) from the Commonwealth of Massachusetts Executive Office of Public Safety and Security of which (\$5,481.00) is allocated for the Student Awareness of Fire Education and (\$2,477.00) is allocated for the Senior Awareness of Fire Education.

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



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

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

December 27, 2022

Chief Thomas Sammons
Pittsfield Fire Department
74 Columbus Avenue
Pittsfield, MA 0120101201

Dear Chief Sammons:

Congratulations! We are pleased to inform you that the Pittsfield Fire Department has been awarded \$5,481 for Student Awareness of Fire Education (S.A.F.E.) and \$2,477 for Senior SAFE grants. We look forward to working with you and your community on this public fire and life safety initiative.

Additional correspondence, including all the necessary documents needed to execute this award will be provided by the Executive Office of Public Safety and Security, Department of Fire Services within the next two weeks.

Feel free to contact the Public Education Unit at (978) 567-3381 if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Charles D. Baker".

Governor Charles D. Baker

A handwritten signature in dark ink, appearing to read "Karyn E. Polito".

Lt. Governor Karyn E. Polito



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LT. GOVERNOR

TERRENCE M. REIDY
SECRETARY

The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services

P.O. Box 1025 ~ State Road

Stow, Massachusetts 01775

Telephone (978) 567-3100

www.mass.gov/dfs



PETER J. OSTROSKY
STATE FIRE MARSHAL

December 27, 2022

Chief Thomas Sammons
Pittsfield Fire Department
74 Columbus Avenue
Pittsfield, MA 01201

Dear Chief:

I am pleased to inform you that your FY 2023 Student Awareness of Fire Education (S.A.F.E.) and Senior SAFE grant applications have been approved for funding. The Pittsfield Fire Department has been awarded \$5481 for your S.A.F.E. grant and \$2477 for Senior SAFE.

Be sure to alert your treasurer and to check with them to ensure receipt of the funds. The current 10-year SAFE contracts will expire on June 30, 2023. Funds in the FY23 SAFE/Senior SAFE Grant program are awarded for spending until December 31, 2023, with one possible extension until June 30, 2024, allowable upon request. Therefore, the contract dates for communities receiving FY23 SAFE/Senior SAFE grants must be amended to reflect an end date of June 30, 2024. Included in this mailing is a Standard Contract Form and a Contractor Authorized Signatory Listing Form. Please print both forms. Please ensure that the individual signing the contract is listed in the box on the authorized signatory listing page, but please note that this form (CASL) MUST be signed off by an authorized signatory of your organization i.e., Town Administrator/City Manager, Board of Selectmen, Treasurer, Legal Counsel, etc. Please sign the contract "for the contractor" and mail the signed original Standard Contract Form and Contractor Authorized Signatory Listing Form to DFS at the address below as soon as possible. It is important to note that the FY23 SAFE/Senior SAFE grant funds will be disbursed upon DFS' receipt of a signed contract amendment and CASL from the community.

Julie Walrath
Department of Fire Services
PO Box 1025 - 1 State Road
Stow, MA 01775

I thank you for your commitment to the S.A.F.E. program and for your continuing efforts to promote fire prevention for all citizens.

Sincerely,

Peter J. Ostroskey
State Fire Marshal

Administrative Services • Division of Fire Safety
Hazardous Materials Response • Massachusetts Firefighting Academy

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Pittsfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Fire Services MMARS Department Code: DFS	
Legal Address: (W-9, W-4): 70 Allen St, Pittsfield, MA, 01201		Business Mailing Address: P.O. Box 1025, Stow MA 01775	
Contract Manager: Chief Thomas Sammons	Phone: 413-448-9754	Billing Address (if different):	
E-Mail: T.sammons@cityofpittsfield.org	Fax: 413-448-9766	Contract Manager: David Clemons	Phone: 978-567-3179
Contractor Vendor Code: VC6000192128		E-Mail: David.Clemons@mass.gov	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT-DFS-1000-2023SAFEGRANT00000000	
NEW CONTRACT		<input checked="" type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: <u>June 30, 2023</u> . Enter Amendment Amount: \$ <u>No Change</u> . (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 checked="" type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" 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 type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ _____			
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 ___ 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.) SAFEGRANT. This contract is for grant funds from the Student Awareness of Fire Education (S.A.F.E) Grant program administered by the Department of Fire Services. This interim contract allows for a 1 year extension to align with the FY23 S.A.F.E grant application. This interim contract will be from 7/1/23-6/30/24.			
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>June 30, 2024</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: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	

City of Pittsfield



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

February 8, 2023

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

Dear Councilors,

Springside Park is a crucial part of the geographical identity of Pittsfield. Similarly, the Springside House, listed on the National Register of Historic Buildings and situated on the east side of the park is an extraordinary community asset. As the former private residence of one of Pittsfield's most prolific builders, it is a good example of workmanship and architectural knowledge from a key period of growth and economic development in the city.

There is widespread agreement among members of the community, the City and the Pittsfield Parks Commission that every effort should be made to ensure its preservation. In addition to its unique architectural presence and important historic associations, the building's location offers the opportunity for a high-level multi-purpose reuse beneficial to many residents. This is also a rare instance of a publicly owned historic building located within a 275-acre city park land, thus offering an opportunity to develop uses that take advantage of being situated in a natural setting with direct proximity to ecologically diverse surroundings to serve the community and visitors. Over the past several years, the city has invested \$1.5 million in exterior renovations of this structure and is now seeking funding for interior renovations.

Save America's Treasures is a competitive and prestigious program and the City of Pittsfield has been awarded a \$500,000.00 matching grant from the United States Department of the Interior, National Parks Service in support of interior renovations at the Springside House, including bringing the building up to current building codes for life safety and preserving critical historic character and contributing features.

Submitted herewith for your consideration are two Orders:

- An Order to accept a grant of funds in the amount of \$500,000.00 from the United States Department of the Interior, National Park Service.
- An Order transferring and appropriating \$500,000.00 from Certified Free Cash to provide the required match for the Save America's Treasures Grant.

I appreciate your consideration of this significant investment.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/CVB
Enclosure



CITY OF PITTSFIELD

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

February 7, 2023

To The Honorable Mayor Linda M. Tyer
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Mayor Tyer,

Requested hereby is your authorization to accept a grant of funds in the amount of \$500,000.00 from the U. S. Department of the Interior National Park Services. This grant is part of the Save America Treasures Program and requires a local match. The funds are intended for interior renovations to this historic building.

Springside House is listed on the National Register of Historic Buildings and is an extraordinary community asset. Over the past several years, the city has invested \$1.5 million in exterior renovations of this structure. This valuable funding from the Save Americas Treasures grant will help continue the restoration of this historic property.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Justine Dodds", is written over a faint, stylized line graphic.

Justine Dodds

Community Development Director

No. _____

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

**AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS
FROM THE UNITED STATES DEPARTMENT OF THE INTERIOR**

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 Five Hundred Thousand (\$500,000.00) Dollars from the United States Department of the Interior, National Park Service, and that said funds may be expended pursuant to Massachusetts General Laws, Chapter 44, Section 53A.

City of Pittsfield

No. _____

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

IN CITY COUNCIL

AN ORDER

**AN ORDER TRANSFERRING AND APPROPRIATING \$500,000.00 FROM
CERTIFIED FREE CASH TO PROVIDE THE REQUIRED MATCH FOR THE
SAVE AMERICA'S TREASURES GRANT FOR SPRINGSIDE HOUSE**

Ordered:

That the sum of \$500,000.00 from Certified Free Cash be transferred and appropriated to provide the required match for the Save America's Treasures grant that has been awarded to the City for Springside House.

1. DATE ISSUED MM/DD/YYYY 12/04/2022
1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed
remain in effect unless specifically rescinded

2. CFDA NO.
15.929 - Save Americas Treasures

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. P23AP00028-00

Originating MCA #

4a. FAIN P23AP00028

5. TYPE OF AWARD

Other

5a. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY

From 11/21/2022

Through

MM/DD/YYYY

09/30/2025

7. BUDGET PERIOD MM/DD/YYYY

From 11/21/2022

Through

MM/DD/YYYY

06/30/2023

8. TITLE OF PROJECT (OR PROGRAM)

2022 HPF CDS SAT - City of Pittsfield

9a. GRANTEE NAME AND ADDRESS

CITY OF PITTSFIELD
70 Allen St STE 110
Pittsfield, MA, 01201-6244

9b. GRANTEE PROJECT DIRECTOR

James McGrath
70 Allen St
Pittsfield, MA, 01201-6250
Phone: 413-499-9344

10a. GRANTEE AUTHORIZING OFFICIAL

James McGrath
70 Allen St
Pittsfield, MA, 01201-6250
Phone: 413-499-9344

10b. FEDERAL PROJECT OFFICER

Mr. James Alvey
Main Interior Building National Park Service
1849 C Street NW
Washington, DC, 20240-0001
Phone: 202-354-2070

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation

II

a. Salaries and Wages\$	0.00
b. Fringe Benefits\$	0.00
c. Total Personnel Costs\$	0.00
d. Equipment\$	0.00
e. Supplies\$	1,000.00
f. Travel\$	0.00
g. Construction\$	949,000.00
h. Other\$	0.00
i. Contractual\$	50,000.00
j. TOTAL DIRECT COSTS	→ \$	1,000,000.00
k. INDIRECT COSTS	\$	0.00
l. TOTAL APPROVED BUDGET	\$	1,000,000.00

m. Federal Share	\$	500,000.00
n. Non-Federal Share	\$	500,000.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	\$	500,000.00
b. Less Unobligated Balance From Prior Budget Periods	\$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$	500,000.00
13. Total Federal Funds Awarded to Date for Project Period	\$	500,000.00

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	\$	d. 5	\$
b. 3	\$	e. 6	\$
c. 4	\$	f. 7	\$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

- a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER (See REMARKS)

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation
b. The grant program regulations
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached -

Yes

No

GRANTS MANAGEMENT OFFICIAL:

Megan Brown, Chief - State, Tribal, Local, Plans & Grants
1849 C Street NW
7360
Washington, DC, 20240-1000
Phone: 202 354 2062

17. VENDOR CODE			0071430943		18a. UEI DG3AQ4WL5JW7		18b. DUNS 084069624		19. CONG. DIST.		01	
LINE#	FINANCIAL ACCT		AMT OF FIN ASST		START DATE		END DATE		TAS ACCT		PO LINE DESCRIPTION	
1	0051030085-00010		\$500,000.00		11/21/2022		09/30/2025		5140		FY223 Rehabilitation of Springside House	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 27

DATE ISSUED

12/04/2022

GRANT NO. P23AP00028-00

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
11/21/2022	03/31/2023	Semi-Annual	04/30/2023
04/01/2023	09/30/2023	Semi-Annual	10/30/2023
10/01/2023	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Final	01/28/2026

REMARKS

1. Grant Agreement
between
the United States Department of the Interior
National Park Service
and
the Above-Named Recipient

Articles

1. ARTICLE I – DEPARTMENT OF THE INTERIOR STANDARD TERMS AND CONDITIONS

Recipients must also adhere the Department of Interior Standard Terms and Conditions located at <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

2. Legal Authority

NPS enters into this Agreement pursuant to:

1. National Historic Preservation Act (NHPA), 54 USC 300101 *et seq.*
2. 54 USC § 3027 - Historic Preservation Programs and Authorizations for Indian Tribes and Native Hawaiian Organizations
3. Historic Preservation Fund Grants Manual, 2007 and subsequent memos and guidance
4. Consolidated Appropriations Act of 2021, enacted as Public Law 116-260

3. Performance Goals and Project Objectives

The objective of this Agreement is to provide preservation and/or conservation assistance to nationally significant historic properties and collections. Grants are awarded through a competitive process and require a dollar-for-dollar, non-Federal match, which can be cash or documented in-kind. The grant program is administered by the National Park Service (NPS) in partnership with the National Endowment for the Arts (NEA), the National Endowment for the Humanities (NEH), and the Institute of Museum and Library Services (IMLS). to provide Historic Preservation Funds (HPF), through the Save America's Treasures grant program, to protect culturally and historically significant properties by funding pre-development and development on nationally significant properties for the benefit of future generations.

4. Public Purpose

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 27	DATE ISSUED 12/04/2022
GRANT NO. P23AP00028-00	

This grant program enables eligible grantees, as stated in the Notice of Funding Opportunity, across the nation to participate in a nationwide historic preservation program and meet the goals of 54 U.S.C. 300101 et seq., commonly known as the National Historic Preservation Act.

5. COVID-19 Provisions

Due to the COVID-19 pandemic, access to National Park Service (NPS) property, personnel, or resources may be limited at the start of the agreement. Any performance that requires access to National Park Service property, personnel, or resources shall not commence until the recipient receives confirmation from the NPS Financial Assistance Awarding Officer of the availability of those resources. The recipient shall contact the NPS Financial Assistance Awarding Officer for approval prior to incurring any costs for performance that requires access to National Park Service property or resources. Such approvals can only be provided by the NPS Financial Assistance Awarding Officer. In the event of a prolonged unavailability of resources, the period of performance may be modified to a later date, or the agreement may be cancelled, by either the National Park Service or the recipient, in its entirety. In addition, the recipient shall contact the NPS Financial Assistance Awarding Officer to coordinate any other changes to the agreement that may be needed to ensure successful performance during the COVID-19 pandemic.

6. Statement of Work

The Statement of Work to be performed in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C 300101 et. seq., and in the Historic Preservation Grant Fund Manual, as applicable to Tribes.

The Statement of Work is further defined in an addendum at the end of this Notice of Award.

7. Responsibilities of the Parties

1. The Recipient agrees to:

1. Carry out the Statement of Work in accordance with the terms and conditions stated herein.
2. Adhere to Federal, state, and local laws, regulations, and codes, as applicable.
3. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* and the National Historic Preservation Act.
4. Record their procurement of qualified consultants and contracts in accordance with 2 CFR 200.317-327.
5. Notify NPS of all selected subawards/subgrants. Recipients that issue subawards/subgrants, (entities that function in whole or in part as pass-through entities), are responsible for ensuring subrecipients understand they are subject to the requirements of 2 CFR 200.1 "Subaward", 200.101 Applicability, and 200.331 Requirements for pass-through entities. The Recipient must notify NPS of all selected subawards/subgrants.

2. No substantial involvement on the part of the NPS is anticipated for the successful completion of

NOTICE OF AWARD (Continuation Sheet)

PAGE 4 of 27

DATE ISSUED
12/04/2022

GRANT NO. P23AP00028-00

the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

8. Cost-Share Requirement

Non-Federal cost-share is required for costs incurred under this Agreement, as identified in the attached project budget. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

9. Pre-Award Incurrence of Costs

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

10. Administrative & Indirect Costs

The Recipient has chosen not to use a federally approved negotiated indirect cost rate.

The federally-negotiated indirect rate plus administrative costs to be applied against this agreement, by statute 54 U.S.C. § 302902, shall not exceed 25% of the total budget.

Administrative costs are defined as: Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other overhead functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

11. Key Officials

1. Communications. Recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.
2. Changes in Key Officials. Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

12. Award and Payment

1. The NPS will provide funding to the Recipient in an amount not to exceed the figure in block 11m of the Notice of Award for the Statement of Work described in Article VI and in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
2. Recipient shall request payment in accordance with the following:

NOTICE OF AWARD (Continuation Sheet)

PAGE 5 of 27

DATE ISSUED

12/04/2022

GRANT NO. P23AP00028-00

1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
3. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
4. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
5. **Recipient Cost Share or Match.** Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

13. Prior Approval

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

14. Insurance and Liability

Flow-down: For the purposes of this clause, "recipient" includes such sub-recipients, contractors, or

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subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

15. Reports and/or Outputs/Outcomes

1. Refer to the last page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions "Manage Reports" functionality.
2. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.
3. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.
4. Specific projects, tasks, or activities for which funds are reimbursed and/or advanced will be tracked and reported by the grantee's submission as defined in an addendum at the end of this Notice of Award.

16. Property Utilization

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 applies to this Agreement.

17. Modification, Remedies for Noncompliance, Termination

1. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.
2. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
3. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

18. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or

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administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
2. Reached its final disposition during the most recent five year period; and
3. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 3. An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
 4. Any other criminal, civil, or administrative proceeding if:
 1. It could have led to an outcome described in paragraph 2.3.(1), (2), or (3) of this award term and condition;
 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
2. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon

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3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

19. Funding Used for the Operation of Unmanned Aircraft Systems (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per the policy memorandum issued by National Park Service Director, dated June 19, 2014, the launching, landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as: Scientific study, search and rescue operations, fire operations, and law enforcement.

Administrative use includes the use of unmanned aircraft by

- NPS personnel as operators or crew;
- cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and
- other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities are in compliance with all applicable FAA and Department of the Interior requirements.

20. Patents and Inventions (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

1. Definitions

1. *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
2. *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.
3. *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system;

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- and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
4. *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
 5. *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
 6. *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

2. Allocation of Principal Rights

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

3. Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

1. The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.
2. The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.
3. The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial

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patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

4. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

4. Conditions When the Government May Obtain Title

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

1. If the Recipient fails to disclose or elect title to the subject invention within the times specified in paragraph 3, above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.
2. In those countries in which the Recipient fails to file patent applications within the times specified in paragraph 3 above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in paragraph 3 above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.
3. In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

5. Minimum Rights to Recipient and Protection of the Recipient Right to File

1. The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in paragraph 3, above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.
2. The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
3. Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in

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accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

6. Recipient Action to Protect the Government's Interest

1. The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to
 1. establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and
 2. convey title to the National Park Service when requested under paragraph 4 above and to enable the government to obtain patent protection throughout the world in that subject invention.
2. The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (3), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (3)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
3. The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
4. The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

7. Subcontracts

The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

8. Reporting on Utilization of Subject Inventions

The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (10) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose

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such information to persons outside the government without permission of the Recipient.

9. Preference for United States Industry

Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

10. March-in Rights

The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

1. Such action is necessary because the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
2. Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee or their licensees;
3. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee or licensees; or
4. Such action is necessary because the agreement required by paragraph (9) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

11. Special Provisions for Agreements with Nonprofit Organizations

If the Recipient is a nonprofit organization, it agrees that:

1. Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;
2. The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
3. The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
4. It will make efforts that are reasonable under the circumstances to attract licensees of subject

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invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (11)(4).

12. Communication

Communications regarding matters relating to this provision shall be directed to:

Deputy Associate Solicitor

Branch of Procurements and Patents

Office of the Solicitor

U.S. Department of the Interior

1849 C Street, NW

Washington, DC 20240

21. Ensuring the Future Is Made in All of America by All of America's Workers per E.O. 14005

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

<https://www.federalregister.gov/documents/2021/01/28/2021-02038/ensuring-the-future-is-made-in-all-of-america-by-all-of-americas-workers>

22. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Interim progress reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information (<https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>).

The following summarizes some of the requirements for preparing NPS reports in conformance with

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Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to <https://section508.gov/create>. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later (<https://www.w3.org/WAI/standards-guidelines/wcag/>), Level AA Success Criteria.

- **Electronic documents with images**

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

- **Electronic documents with complex charts or data tables**

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

- **Electronic documents with forms**

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

23. General and Special Provisions

1. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
2. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
3. **Minority Business Enterprise Development.** As applicable to Tribes, pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
4. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
5. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
6. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS

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- employees are not agents of the Recipient and will not act on behalf of the Recipient.
7. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
 8. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
 9. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
 10. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
 11. **Program Income.** If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.
 12. **Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
 13. **Conflict of Interest**
 1. Applicability.
 1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
 2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.
 2. Requirements.
 1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
 2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

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3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
3. Notification.
 1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.
 4. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
 5. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
 6. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

24. Build America, Buy America

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States — this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States — this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States — this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment,

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and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements. The DOI may waive the application of the domestic content procurement preference in any case in which the agency determines that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DOI Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to

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waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.

11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer. Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply, other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives, that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

25. Signatures

Recipients are **not** required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down of funds, or accepting the award via electronic means.

Program Specific Requirements

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1. NPS Oversight

The NPS will provide oversight of this grant project through the following NPS reviews:

1. Review and approval of annual and final reporting to include compliance with 2 CFR 200;
2. Review and approval for compliance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*;
3. Review and approval for compliance with Sections 106 (54 USC 306108) and 110f (54 USC 306107) of the National Historic Preservation Act in coordination with the appropriate State Historic Preservation Office;
4. Review and approval for compliance with the National Environmental Policy Act (NEPA);
5. Review and approval of project signage to notify the public of federal involvement; and
6. Any other reviews as determined by the NPS based on program needs or financial/programmatic risk factors (i.e., draft National Register nomination if required, etc.).

2. Determination of Risk

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous Federal financial assistance awards and other factors.

This award has been determined to be a medium risk with the following requirements:

Requests for payment must be submitted to your NPS ATR using a Standard Form 270, *Request for Advance or Reimbursement*, prior to drawing down funds. **Upon NPS approval of the request**, the Recipient may draw the payment from their ASAP grant account. If payments are drawn from the ASAP grant account without prior NPS approval, the Recipient may be determined "high risk" and be subject to additional grant terms and conditions.

3. Eligible Costs

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

1. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA);
2. Administrative costs necessary to complete and administer the grant requirements;
3. Rehabilitation of properties;
 1. Eligible properties include historic districts, buildings, sites, structures and objects listed in the National Register of Historic Places at the National tier of significance;
 2. All work must meet the Secretary of the Interior's *Standards and Guidelines for Archeology*

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and Historic Preservation; and

3. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement

4. Cost for administering an easement/covenant for the property;

5. Cost for any required audits or financial requests;

6. Cost for the production of project signs;

7. Costs for public notice of grant opportunities;

8. Costs associated with required training or reporting; and/

9. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

4. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.

5. Consultants & Contractors

Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the grantee and be made readily available for examination by the NPS. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

6. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of receiving this awarded grant agreement. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. Signage/notification must be submitted for approval by the ATR in advance. Also the sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this agreement. At a minimum, all notifications must contain the following statement:

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"[Project Name] is being supported in part by a Save America's Treasures grant from the Historic Preservation Fund administered by the National Park Service, Department of the Interior."

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

Cost of posting, fabricating, and erecting notification are eligible grant costs.

7. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service.

8. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant-supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number [insert grant number, block 4a of this Notice of Award's coversheet]. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

1. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
2. All digital copies must follow the file naming convention described in the attached Digital Product Submission Guidelines. Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.
3. All consultants hired by the grantee must be informed of this requirement.
4. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

9. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

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A digital copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

10. Easement/Covenant Requirement

Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation Fund grantees agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior. Accordingly, recipients awarded funds for the physical preservation of a historic site shall sign a preservation agreement/covenant/easement (easement) with the State or Tribal Historic Preservation Officer in which the site is located or with a nonprofit preservation organization acceptable to the NPS. For competitive (project) grants, a draft copy of the preservation covenant/easement template must be submitted to the NPS ATR within one year of grant agreement execution for review and comment.

All preservation easements must be executed by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

The term of the preservation easement is dependent on the amount of assistance the historic property receives from this opportunity:

1. If the historic property is not currently protected by a preservation easement, a preservation easement must be executed for the term as given in the table below per the amount of funding awarded.
2. If the historic property is currently subject to a preservation easement that meets the minimum federal preservation requirements, an extension must be executed for an additional duration to meet the requirements of the new funding awarded. Required term is identified in the table below. For example, if a property had 10 years remaining on a previous 20-year easement, and receives \$300,000 in HPF funding, an amendment to add 15 years would be required.
3. If the historic property is currently protected by a perpetual or other preservation easement that meets or exceeds the requirements of this grant program as determined by the NPS, no additional duration or restrictions are necessary.

Amount of Federal Assistance Awarded	Covenant/Easement Term Requirement
\$1-\$50,000	5-year minimum preservation agreement; a covenant/easement amending the deed is not required
\$50,001 - \$250,000	10-year minimum preservation covenant/easement

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\$250,001 - \$500,000	15-year minimum preservation covenant/easement
\$500,001- \$750,000	20-year minimum preservation covenant/easement
\$750,001+	25-year minimum preservation covenant/easement

11. NPS Review of Planning/Design Documents for National Historic Landmarks

The grantee must submit the following through HPFOnline:

1. a site plan that has the north direction clearly marked;
2. a city/county map with the site of the property clearly labeled;
3. set of plans and specifications for the project;
4. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
5. digital images of all interior major rooms and those involved in the project, labeled and keyed to a floor plan;
6. for NHL Districts include overall views of the district from the project area; and
7. any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

Plans & specifications for the project must be marked on the cover with this statement:

The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties.

12. Compliance with Section 106

Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS and the grantee must complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant-

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assisted construction or ground disturbance on the property.

13. Compliance with Section 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

14. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology. For construction or archeology projects, the applicant/grantee should submit an *Environmental Screening Worksheet*, in order to assist the NPS in determining if a Categorical Exclusion (found in NPS Director's Order 12) can be utilized.

15. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

16. Unanticipated Discovery Protocols

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

17. NAGPRA Costs Are Unallowable

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

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18. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage:

https://www.nps.gov/crgis/crgis_standards.htm

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds, as applicable.

19. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

20. Subgrant Awards

The awarding of subgrants must follow the general criteria described below in addition to the eligibility factors outlined in the Notice of Funding Opportunity, OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual.

The Grantee must publicly announce the availability of HPF funds and include the following information:

1. A summary statement of the priorities for funding;
2. Description of eligible activities for which funding is to be provided;
3. The total amount available, or expected to be available for subgrants;
4. An explanation of the required selection process used, including evaluation criteria, that will provide an opportunity for all eligible entities to submit applications and have them considered on an equal basis;
5. The deadline for submitting the completed application;
6. Directions to the applicant to include a detailed and specific list of the final products to be accomplished with the subgrant, and to provide a detailed line-item budget that includes all major work elements;
7. Identification of the donor, source, kind, and amount of nonfederal matching share to be contributed, if applicable;

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8. An explanation that all elements funded must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
9. An explanation that all subgrants must follow OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual;
10. Notice of the requirement for easements or covenants for grant assisted preservation work.

To qualify a subgrantee as responsible, the grantee must ensure that a subgrantee will:

1. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities; or a firm commitment, arrangement, or ability to obtain such;
2. Be able to comply with the proposed or required completion schedule for the project;
3. Have a satisfactory record of integrity, sound judgment, and satisfactory performance, especially with prior performance upon grants and contracts;
4. Have an adequate accounting system and auditing procedures to provide effective accountability and control of property, funds, and assets sufficient to meet audit requirements.

NPS oversight of subgrants will include:

1. Review of selected subgrants;
2. Review of any physical preservation work for compliance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
3. Review of any physical preservation work or archeological surveys for compliance with National Environmental Policy Act (NEPA);
4. Review, in concert with National Park Service regional office(s), physical preservation work as per Section 110(f) (54 USC 306107) which clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm;
5. Verification of submission of any subgrants over \$30,000 federal share to Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS);
6. Review of final executed preservation easement/covenant;
7. Additional requirements as determined for the grantee based on risk or program requirements.

21. Requirement for Training

At the direction of the National Park Service, personnel associated with management of the grant program may be required to attend trainings and/or meetings. The grantee will be provided adequate notice to plan for any required activities; expenses incurred as part of this requirement are eligible to charge towards the grant.

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22. Demonstration of Effort – Performance Goals

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants.

Demonstration of effort means acceptable performance by undertaking meaningful progress on grant-supported activities and complying with award terms and conditions.

23. Notice of Financial Management Review

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

24. Catalog of Federal Domestic Assistance/Assistance Listing Inclusion in Single Audit

Non-Federal entities receiving financial assistance through the Historic Preservation Fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The CFDA number applicable to this award as identified in block 2 on the first page of this agreement document.

25. Audit Findings and Follow-Up

The Recipient is hereby informed that the NPS may withhold or suspend award funds, or may impose other related conditions, if the recipient does not satisfactorily and promptly address findings from Single or program-specific audits, investigations, or reviews of NPS programs and awards. Each year the award is active, the Recipient must require its auditors to provide status report updates of all audit findings included in the prior audit's Schedule of Findings and Questioned Costs, as required by 2 CFR 200, Subpart F ("Grants and Agreements, Audit Requirements"). Upon review of subsequent annual audits, the NPS will determine if further corrective action is warranted.

When findings exist, the Recipient must submit a status report every six months to the NPS of all steps being taken to resolve related audit findings included in the prior audit's *Schedule of Findings and Questioned Costs* to remain in good standing for all NPS grant awards. If the Recipient fails to meet these deadlines without written approval of extension from the NPS, NPS may withhold remaining and future award funds, or may impose other related requirements to ensure compliance with this condition. Outstanding audit findings, if any, are included in the attachments of this Agreement.

AWARD ATTACHMENTS

CITY OF PITTSFIELD

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1. Environmental Certification
 2. Digital Products Submission Guidelines
 3. Addenda to Budget, Scope, and Deliverables



United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street, NW
Washington, DC 20240

ENVIRONMENTAL CERTIFICATION

Based upon a review of the application, proposed work, and the supporting documentation contacting in the applications, it has been determined that the proposed HPF funded work meets the criteria for categorical exclusion under the current Interim Director's Order 12 *Categorical Exclusions* (replacing DO-12 Handbook, Chapter 3, Sections 3.3, 3.4, and 3.5).

Applicable categorical exclusion(s) below apply to all proposed projects **except** development and archeological survey which must be reviewed independently: **F.1 – F.6 – Actions Related to Grant Programs**

Megan J. Brown
Chief State, Tribal, Local, Plans & Grants
National Park Service

[effective as of Date Issued]
(block 1, page 1)

Digital Product Submission Guidelines

The National Park Service's (NPS) State, Tribal, Local Plans & Grants (STLPG) Division developed these guidelines to outline the digital product submission process for grant recipients. These guidelines specify the types of products that should be submitted, supply guidance on the file names and formats grant recipients should use, and define how submissions should be made.

Products submitted digitally may be uploaded and shared with the general public through the [Integrated Resource Management Application \(IRMA\)](#), the NPS's digital repository system. These grant products that have already been uploaded, use the above link, choose Historic Preservation Fund (HPF) under "Select a Park, Office, Program or Region" and selected a category of featured context.

What to submit:

- Provide one digital copy of each deliverable or publication under your grant agreement. Refer to the Reports, Outputs, & Outcomes article to find the deliverables and publications specified in your grant agreement.
- Deliverables and publications include, but are not limited to, the following materials:

SUBMIT	DO NOT SUBMIT
Reports, plans and guidelines (including historic structure reports, design guidelines, economic impact studies, treatment reports, historic context statements, preservation plans)	Digital copies saved on CD/DVD-Rs or flash drives (unless arrangements have been made with your grant administrator)
Substantive event materials (including programs, proceedings, handouts, photographs)	Confidential/restricted reports that cannot be viewed by the general public (including archeological reports, architectural reports on federal buildings or restricted sites)
Professionally produced content (including books, documentaries, oral histories, presentations and PSAs)	Other documentation not intended for the general public (including survey forms, financial records, correspondence)
Interpretive products (including books, brochures, posters, interpretive tours, coloring books or other youth-focused products, lesson plans)	Ephemeral products unlikely to be of future value to the general public (including flyers, postcards, invitations, meeting minutes)
Online content (including websites, story maps, and other web-based projects)	

- **Final grant products may be made available to the general public and should, by default, feature the NPS disclaimer.** Printed products must feature a printed disclaimer when feasible. Audio products must include a spoken version of the disclaimer. Video products must include the disclaimer as an on-screen graphic. A disclaimer is not required when it would be unreasonable to do so, such as on size-restrictive publications like postcards or flyers.

"This material was produced with assistance from the Save America's Treasures grant program, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

- For additional questions about the required disclaimer, consult with your NPS grant manager.

Naming files for submission:

- Name each file you will be submitting using the following naming convention:
SAT_[Fiscal Year]_[Grantee's State Abbreviation]_[Legal Name of Grantee or Subgrantee]_[Grant Number]_[Short File Description]
- Do not use spaces or special characters (#, %, &, ?) in the file name.
- For "Short File Description," write a brief (less than 50 characters), unique description that would help someone easily and quickly identify the file.
- If files are part of a series, append the number 001, 002, etc. to the end of the description.
Ex: Audio files submitted under a FY2020 grants by the DC State Historic Preservation Office
SAT_20_DC_DCSHPO_P21AP00001_JohnDoeInterview001.mp3
SAT_20_DC_DCSHPO_P21AP00001_JohnDoeInterview002.mp3

Required file formats and resolution standards:

- **Reports and publications:** PDF files created at 300 ppi (pixels per inch) minimum and 100% of the original document size. Convert authoring formats to PDFs (for example, saving Word or InDesign files as PDFs). When born-digital is not available, provide high resolution scans of printed materials as PDFs. Preference is for PDF/A-1 or PDF/A-2 format over standard PDF.
- **Photos:** JPEG or TIFF files saved at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
 - **When submitting photographs, include captions, photo credit, and a signed release form (if needed).** Photo release forms are available on the STLPG website.
 - **Development (construction) grants must submit photographs of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work.** Refer to the NPS Documenting Historic Places on Film guidelines for more information on photographing a variety of historic environments and buildings.
- **Videos:** MP4 files saved at a resolution of 1280 by 720 pixels. All videos produced with HPF funding should include closed captioning. When reasonable, provide transcripts of videos as Word documents.
- **Audio:** Uncompressed WAV files. When reasonable, provide transcripts of audio files as Word documents.
- For more information about formatting deliverables, consult the National Archives' Tables of File Formats.

Creating an index file for your submission:

- Include this information in the index file for each product that is being submitted:
 - Grant Number
 - Subgrant Number (if applicable)
 - Title of Product
 - Filename
 - Product Creator(s) (give full names and their roles include up to 5 names or organizations)
 - Date Completed
 - Extent (number of pages, photographs, or length of audio/video files; use when applicable)
 - Description (up to 200 words)
- Save the index file as a Microsoft Word document using the following naming convention:
SAT_[Fiscal Year]_[Grantee's State Abbreviation]_[Legal Name of Grantee or Subgrantee]_[Grant Number]_Index.docx
Ex. SAT_20_DC_DCSHPO_P21AP00001_Index.docx
- Only submit one index per submission, including all of the products in that submission

Submitting Your Files:

1. Email stlpg@nps.gov to ask to be added to your grant folder.
2. You will receive an e-mail from the Records Management Assistant's e-mail account (currently caitlin_white@partner.nps.gov) with the subject 'White, Caitlin E shared the folder "[Grant Name]" with you'. Click 'Open' in the e-mail.
3. You will be sent to a page asking you to Request Verification Code. Click 'Send Code.'
4. A second e-mail from no-reply@sharepointonline.com with the subject 'Code [Eight digit number] is your Microsoft SharePoint verification code.'
 - a. Copy the code from the e-mail and paste into the box on the 'Enter Verification Code' page that appeared after you requested a code be sent to you.
5. Click the 'Upload' button at the top of the page.
 - a. It will give you the option to either upload file(s) or a folder.
6. In the new window, click on the file you wish to upload and then 'Open'. The file should now appear on the page.
7. E-mail the stlpg@nps.gov account to notify them that the files have been submitted using the template provided in your welcome e-mail. Unlike the previous system, there is no notification given when a file is uploaded and **YOUR FILES WILL NOT BE CONSIDERED SUBMITTED UNTIL THIS EMAIL IS RECEIVED.**

Reviewing submitted files:

- When NPS receives the files, we will review your submitted products for compliance with the HPP grants manual, the Secretary of the Interior's Standards of Archeology and Historic Preservation, and any other relevant requirements.
- If there are issues with the submitted files or grants products, your grant manager will contact you and may ask for corrections and resubmission if necessary.
- NPS will also determine whether the submitted products are suitable for sharing with the general public through the Integrated Resource Management Application (IRMA), the NPS's digital repository system. If so, we will upload the files there and make them publicly available.

**Addenda
to
Grant Agreement
P23AP00028**

1. Addendum to Approved Budget

The approved budget to complete the work under this grant is further defined as follows:

Budget Item	Federal Admin	Federal Program	Recipient Share Admin	Recipient Share Program	Total
<i>Personnel</i>					\$ -
<i>Fringe Benefits</i>					\$ -
<i>Travel</i>					\$ -
<i>Supplies</i>		\$ 500.00		\$ 500.00	\$ 1,000.00
<i>Equipment</i>					\$ -
<i>Contractual</i>		\$ 25,000.00		\$ 25,000.00	\$ 50,000.00
<i>Construction</i>		\$ 474,500.00		\$ 474,500.00	\$ 949,000.00
<i>Other</i>					\$ -
<i>Indirect Costs</i>					\$ -
Total	\$ -	\$ 500,000.00	\$ -	\$ 500,000.00	\$ 1,000,000.00

2. Addendum to Article VI - Statement of Work

The Statement of Work is further defined to include:

1. Rehabilitation and repair of the Springside House at 874 North Street, Pittsfield, Berkshire County, Massachusetts, 01201, per the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, to include:
 - i. Interior finish repairs
 - ii. Door and window repairs
 - iii. HVAC improvements
 - iv. Electrical improvements
 - v. Fire suppression improvements
 - vi. Accessibility improvements

3. Addendum to Article XV – Reports, Outcomes, & Deliverables

The Reports, Outcomes, and Deliverables are further defined to include:

1. Draft documents to be submitted digitally and reviewed as related to the Statement of Work:
 - i. Draft documents including text, layout, etc., for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee, by name or title (see Department of the Interior Standard Terms and Conditions)

- ii. Draft press release posted upon receipt of the grant funding (see Requirement for Project Sign & Public Notification)
 - iii. Selected consultant qualifications (prior to signing contract)
 - iv. NEPA Environmental Screening Worksheet (see Requirement for NEPA Compliance)
<https://www.nps.gov/subjects/historicpreservationfund/national-environmental-policy-act.htm>
 - v. Draft architectural and engineering plans and specifications will each be provided at 80% completion
 - vi. Draft project sign (see Requirement for Project Sign & Public Notification)
 - vii. Draft preservation easement/covenant (see Easement/Covenant Requirement)
2. The Final Report must be submitted digitally and include:
- i. Before and after images of the project
 - ii. Copy of the executed covenant or easement
 - iii. Photo of the installed required project sign
 - iv. Publications or products (workshops, handouts, pamphlets, videotapes, etc.) produced using this grant (one digital copy), if applicable



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

February 8, 2023

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 Ordinance amending the City Code, Chapter 2, Administration by creating Article LV, Charter Review Committee as required by Section 10-5 of the City Charter.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/CVB
Enclosure



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ADMINISTRATION TO ESTABLISH AND CREATE A CHARTER REVIEW COMMITTEE

Page 1 of 2

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

The Code of the City of Pittsfield, Chapter 2, Administration is amended by adding ARTICLE LV, establishing a CHARTER REVIEW COMMITTEE, as follow:

Sec. 2-326 Establishment and Committee Procedure.

There shall be established a Charter Review Committee as required by Article 10, Section 10-5, of Chapter 72 of the Acts of 2013. The Charter Review Committee is a multi-member body as defined in Article 1, Section 1-7, of Chapter 72 of the Acts of 2013 and Article 3, Section 3-3, of Chapter 72 of the Acts of 2013. Each member shall be appointed by the Mayor and subject to City Council approval. The Mayor may remove a member subject to City Council approval. The Charter Review Committee shall comply with the procedural requirements as set forth in Article 10, Section 10-6, of Chapter 72 of the Acts of 2013.

Sec. 2-327 Membership; Terms of members; vacancies.

- a) The Charter Review Committee shall consist of seven members, one of whom shall be a member of the City Council. All members of the Committee shall be registered voters of the city of Pittsfield.
- b) Except for the City Councilor who shall serve their 2 year term so long as they hold office, the term of the initial members of the Charter Review Committee shall begin on April 1, 2023 and end on March 31, 2025. The Mayor may remove a member subject to City Council approval; in which event, the Mayor shall fill said vacancy as soon as practicable. In the event of a vacancy, the Mayor shall appoint a successor as soon as practicable, subject to City Council approval, and said successor shall fulfill the unexpired term of the member whose seat was vacated.
- c) On or before March 1 of every year ending in a three, the Mayor, shall appoint new members to the Charter Review Committee, subject to City Council approval, for a 24 month term beginning on April 1 of the year ending in a 3.

Sec. 2-328 Compensation of members; election of chairman and secretary.

In accordance with Article 10, Section 10-6(a) of the City Charter enacted by Chapter 72 of the Acts of 2013, the members of the Charter Review Committee shall serve without compensation and the Committee shall choose its chair and its secretary from among its members by a majority vote of its members. The Charter Review Committee shall keep an accurate record of all meetings held and the business transacted by the Committee.

Approved as to Form and Legality,

City Solicitor



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ADMINISTRATION TO ESTABLISH AND CREATE A CHARTER REVIEW COMMITTEE

Page 2 of 2

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

Sec.2-329 Function, powers, and duties.

The Committee is charged with:

- 1) Reviewing the City Charter and preparing proposed revisions.
- 2) Hold hearings and solicit input from residents, City Councilors and stake holders.
- 3) The Committee shall issue a preliminary report to the Mayor and City Council within 18 months of its appointment and shall issue a final report to the Mayor and City Council within 24 months of its appointment.

Sec.2-330 Meetings.

The Charter Review Committee shall meet as often as its business may warrant or require. Regular or special meetings may be called by the Chair or any three members of the Committee. In accordance with Article 10, Section **10-6(b)** of the City Charter enacted by Chapter 72 of the Acts of 2013, the Committee shall make rules governing its meetings.

This Ordinance shall become effective upon enactment.

Approved as to Form and Legality,

City Solicitor



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

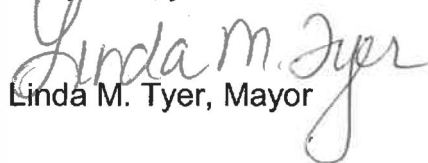
February 8, 2023

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 transfer and appropriate funds in the amount of \$1,105,000.00 from Certified Free Cash to the Department of Public Services for the purchase of various items of capital equipment including a 5 Ton Hook Lift all season truck, Tandem Dump Truck, Tandem Hook Loader and Compact Multi-Use Utility Tractor.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/CVB
Enclosure



CITY OF PITTSFIELD

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

February 7, 2023

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Submitted herewith for your review and approval is an order authorizing a transfer and appropriation of funds from free cash to the Department of Public Services.

This order is for a sum of money not to exceed One Million One Hundred and Five Thousand Dollars (\$1,105,000) for the purchase of various items of capital equipment as described below.

5 Ton Hook Lift all season truck (Snow Fighter) \$320,000.00

Purchase one 5 Ton Hook Lift all season truck. This new unit will be replacing unit #1121, a 2011 vehicle with over 8700 hours. The reason for replacement is cab and body rot as well as lack of compatibility with attachments for liquid treatment.

Tandem dump truck (dump plow sand – Snow Fighter) \$380,000.00

Purchase 1 current model year Tandem Dump Truck to replace the same. This unit will replace unit #1174, a 2012 vehicle with over 7500 hours. The reason for replacement is cab and body rot as well as lack of compatibility with attachments for liquid treatment.

Tandem Hook Loader \$380,000.00

Purchase 1 current model Tandem Hook Loader. This equipment will replace a 2009 Freightliner. The reason for replacement is corrosion of the cab and body.

Compact Multi-Use Utility Tractor \$25,000.00

Purchase 1 current model Compact Multi-Use Utility Tractor to assist with the snow removal on downtown streets and sidewalks.

Sincerely,

Ricardo Morales
Commissioner
Department of Public Services & Utilities

Cc: Matt Kerwood, Finance Director
Jeff Howes, Fleet Manager

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

AN ORDER TRANSFERRING AND APPROPRIATING \$1,105,000 FROM FREE CASH FOR THE PURCHASE OF EQUIPMENT FOR THE DEPARTMENT OF PUBLIC SERVICES

Ordered:

That the sum of One Million, One Hundred and Five Thousand Dollars (1,105,000) be and hereby is transferred and appropriated to pay costs of purchasing the various items of capital equipment described below, and for the payment of all other costs incidental and related thereto:

5 Ton Hook Lift all season truck (Snow Fighter)	\$320,000.00
Tandem dump truck (dump plow sand – Snow Fighter)	\$380,000.00
Tandem Hook Loader	\$380,000.00
Compact Multi-Use Utility Tractor	\$25,000.00

AND FURTHER ORDERED:

That the funds be transferred to the Capital Improvement Line item 01502-58900 within the Unclassified Budget.

AND FURTHER ORDERED

That any remaining funds from these purchases will be unspent and turned back to the General Fund at the close of the fiscal year.



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

Linda M. Tyer
Mayor

February 8, 2023

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

Dear Councilors,

Submitted herewith for your consideration is a Traffic Order to establish parking regulations on portions of the street at the following location in the City:

Second Street:

East Side:

- Add a No Parking Zone between the hours of 6am and 5pm Monday through Friday, from the end of the existing No Parking Zone to a point 230 feet south of Lincoln Street.

Respectfully submitted,

Linda M. Tyer
Linda M. Tyer
Mayor

LMT/CVB
Enclosure



CITY OF PITTSFIELD

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

February 7, 2023

TO THE MEMBERS OF THE CITY COUNCIL:

Submitted herewith for your review and approval is a traffic order to modify parking regulations on portions of the street at the following location in the City:

- 2nd Street

East side:

- Add a No Parking Zone between the hours of 6am and 5pm Monday through Friday, from the end of the existing No Parking Zone to a point 230 feet south of Lincoln St..

Sincerely,

A handwritten signature in black ink, appearing to read "Tyler Shedd". The signature is written in a cursive, flowing style.

Tyler Shedd
City Engineer

TRAFFIC ORDER

No.

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

Ordered:

AMENDING PARKING REGULATIONS ON SECOND STREET

Section 1

That Traffic Order #10, approved October 30, 1967, establishing ways and parts of ways upon which parking is prohibited, as amended under Traffic Order #502, approved February 24, 1987, is hereby further amended by striking therefrom:

2nd Street:

East Side:

From a point fifty (50) feet south of Lincoln Street to Burbank Street.

Substituting therefor:

2nd Street:

East Side:

From a point 230 feet south of Lincoln Street to a point 50 feet south of Lincoln Street, between the hours of 6am to 5pm Monday thru Friday; from a point 50 feet south of Lincoln Street to Lincoln Street; from Lincoln Street to Burbank Street.

Section 2

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



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

February 8, 2023

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

Dear Councilors,

Submitted herewith for your consideration are two Orders for the body camera program for the Pittsfield Police Department:

- An Order to enter into a five-year contract with Axon Enterprises, Inc. for the purpose of supplying body worn cameras, fleet cameras and supporting services to the Pittsfield Police Department.
- An Order to accept a grant of funds in the amount of \$166,586.73 from the Massachusetts Executive Office of Public Safety and Security-Office of Grants and Research Division.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/CVB
Enclosure



**CITY OF PITTSFIELD
POLICE DEPARTMENT**

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

OFFICE OF THE CHIEF OF POLICE

(413) 448-9717

PROFESSIONALISM • ETHICS • INTEGRITY • SENSITIVITY • ACCOUNTABILITY

February 6, 2023

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

Dear Mayor Tyer,

Submitted for your consideration is an authorization requesting that the City of Pittsfield accept a FY23 Body Worn Camera Grant in the amount of \$166,586.73 from the Massachusetts Executive Office of Public Safety and Security-Office of Grants and Research Division to the Pittsfield Police Department.

Respectfully submitted,


Michael J. Wynn
Chief of Police

c: Matthew Kerwood, Director of Finance
City Accountant

City of Pittsfield

No. _____

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

IN CITY COUNCIL

AN ORDER

**AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A FY23 BODY WORN
CAMERA GRANT OF FUNDS IN THE AMOUNT OF \$166,586.73
FROM THE MASSACHUSETTS EXECUTIVE OFFICE OF PUBLIC SAFETY AND
SECURITY– OFFICE OF GRANTS AND RESEARCH DIVISION**

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 FY23 Body Worn Camera Grant in the amount of \$166,586.73 from the Massachusetts Executive Office of Public Safety and Security –Office of Grants and Research Division to the Pittsfield Police Department.

City of Pittsfield

No. _____

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

IN CITY COUNCIL

AN ORDER

**AN ORDER AUTHORIZING THE MAYOR TO ENTER INTO A FIVE (5) YEAR
CONTRACT AXON ENTERPRISES, INC. FOR THE PURPOSE OF SUPPLYING
BODY WORN CAMERAS, FLEET CAMERAS AND SUPPORTING SERVICES TO
THE PITTSFIELD POLICE DEPARTMENT**

Ordered:

That the Mayor is authorized to enter into a five (5) year contract with Axon Enterprises, Inc. for the purpose of supplying body worn cameras, fleet cameras and supporting services to the Pittsfield Police Department.



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

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

October 21, 2022

Michael Wynn, Chief
Pittsfield Police Department
39 Allen Street
Pittsfield, MA 01201

Dear Chief Wynn:

Congratulations! We are pleased to inform you that the Executive Office of Public Safety and Security's Office of Grants and Research (OGR) has awarded the Pittsfield Police Department \$166,586.73 for your FY23 Body Worn Cameras grant program. Funds are being made available from the Commonwealth of Massachusetts and administered by OGR.

All documents necessary to make this award official will be forthcoming. Throughout the project period, the OGR will provide grant administrative assistance, oversight and technical assistance, as needed.

In the meantime, if you have any questions, please feel free to contact Andrea Papa, OGR Project Coordinator at Andrea.Papa@mass.gov or on the telephone at (617)-725-3367.

Congratulations on your award!

Sincerely,

A handwritten signature in cursive script, appearing to read "Charles Baker".

Governor Charles D. Baker

A handwritten signature in cursive script, appearing to read "Karyn E. Polito".

Lt. Governor Karyn E. Polito



The Commonwealth of Massachusetts
Executive Office of Public Safety & Security

Office of Grants & Research

Ten Park Plaza, Suite 3720-A
Boston, Massachusetts 02116

Tel: 617-725-3301

Fax: 617-725-0260

www.mass.gov/ogr

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Terrence M. Reidy
Secretary

Kevin J. Stanton
Executive Director

October 21, 2022

Michael Wynn, Chief
Pittsfield Police Department
39 Allen Street
Pittsfield, MA 01201

Dear Chief Wynn:

Congratulations! I am pleased to inform you that the Pittsfield Police Department has been selected to receive a \$166,586.73 grant award from the Office of Grants and Research (OGR) to support the FFY23 Body Worn Cameras (BWC) Program.

Additional correspondence, including all the necessary documents required to make this award official will be forthcoming. Your official start date will be the date that your returned contract is signed and dated by OGR. Costs incurred prior to the date of the fully executed contract will not be eligible for reimbursement.

If you have any questions regarding your award, please contact OGR Program Coordinator Andrea Papa at: Andrea.Papa@mass.gov

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

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Stanton', written over a horizontal line.

Kevin J. Stanton
Executive Director

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.mass.gov/ctr/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/osd/forms>.

CONTRACTOR LEGAL NAME: Town/City of Pittsfield (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 Street, Pittsfield, MA 01201		Business Mailing Address: 10 Park Plaza, Suite 3720-A, Boston, MA 02116	
Contract Manager: Michael Wynn	Phone: (413) 448-9717	Billing Address (if different):	
E-Mail: mwynn@cityofpittsfield.org	Fax: 413-395-0131	Contract Manager: Steve Domings	Phone: 617-725-3301
Contractor Vendor Code: VC6000192129		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): SCEPSFY23BWCPTTFSIE RFR/Procurement or Other ID Number: BD-23-1044-EPS11-10440-78402	
<u>X</u> 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)		<u> </u> CONTRACT AMENDMENT 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"/> 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): <u>X</u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services <u> </u> 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 <u>now</u> total if Contract is being amended). <u>\$166,586.73</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: <u>X</u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <u> </u> 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.) FFY2023 - Body Worn Camera Program - Appropriation 80002026 \$166,586.73			
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 <u> </u> , 20 <u> </u> , a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of <u> </u> , 20 <u> </u> , a date <u>PRIOR</u> 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>6/30</u> , 20 <u>23</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 struck 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>[Signature]</u> Date: <u>10/26/2022</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Michael J. Wynn</u> Print Title: <u>Chief of Police</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>11/18/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Kevin J. Stanton</u> Print Title: <u>Executive Director, Office of Grants & Research</u>	

Attachment B - Budget Worksheet



FY2023 Body-Worn Cameras

Name of Applicant
Organization

City of Pittsfield Police Department

Cost Categories	Total
Contract Costs	\$ -
Equipment Costs	\$ 162,254.13
Supplies Costs	\$ 4,332.60
Other Costs	\$ -
Total	\$ 166,586.73

**Executive Office of Public Safety and Security
Office of Grants and Research
Justice & Prevention Division
Attachment B Budget Worksheet - City of Pittsfield Police Department**

CONTRACTS: Contractor fees associated with the equipment/technology purchased (e.g., installation). Provide a description of the product/services to be procured by contract and an estimate of the cost. Applicants should use a competitive process for procurements compliant with the organization's own procurement policy. If expenditures include installation, please list the cost of installation as a separate line item in the Contracts cost category. Click the "Add Contracts" button to add a new record. To delete an unwanted record, click into the cell that you want to delete, and click the "Delete Row" button.

Contracts/Company	Pay Rate	Quantity	Description	Total Cash Expenditures
Example: JJ Training	\$ 50.0000	12.00	Provided training on Body Worn Cameras. \$50.00/hour for 12 hours.	\$ 600.00
Example: Installation	\$ 2,000.0000	1.00	Installation of Body Worn Cameras; \$2,000.00 for total installation.	\$ 2,000.00
Subtotal:				\$ -

EQUIPMENT/TECHNOLOGY: Tangible non-expendable personal property having a useful life of more than one year; cost based on classification of equipment. Click the "Add Equipment" button to add a new record. To delete an unwanted record, click into the cell that you want to delete, and click the "Delete Row" button.

Equipment/Technology	Cost	Quantity	Description	Total Cash Expenditures
Example: Laptop	\$ 1,200.0000	1.00	Dell 1000 Laptop. Purchased (1) laptop at a rate of \$1200.	\$ 1,200.00
Example: Computer Keyboard	\$ 50.0000	3.00	Replacement keyboard, IBM part #872021. Purchased (3) keyboards at \$50/each	\$ 150.00
Docking Stations	\$ 3,289.0000	11.0000	Located in a secured area at the PPD fir Patrol Officers to dock and charge their BWC when not in use.	\$ 36,179.00
Police vehicle installed equipment	\$ 1,658.0000	20.0000	Allows police officers to upload BWC footage to the Cloud	\$ 33,160.00
Body Worn Cameras	\$ 1,067.9900	87.0000	Body Worn Cameras for each of the 87 Sworn Officers	\$ 92,915.13
Subtotal:				\$ 162,254.13

SUPPLIES: Supplies directly correlated to the equipment purchased/program implementation (e.g., batteries, expendable items, etc.) Click the "Add Supplies" button to add a new record. To delete an unwanted record, click into the cell that you want to delete, and click the "Delete Row" button.

Supplies/Company	Cost	Quantity	Description	Total Cash Expenditures
Example: Copy Paper	\$ 50.0000	4.00	\$50.00/box, 4 boxes	\$ 200.00
Example: ABC Office Supply	\$ 75.0000	1.00	1 lot of office supplies (pens, staples, paperclips), \$75/lot	\$ 75.00
Sensors	\$ 49.8000	87.0000	Sensor allows immediate activation of the BWC when the sidearm is removed from the holster	\$ 4,332.60
Subtotal:				\$ 4,332.60

OTHER: List items by major type which are not included in the aforementioned and the basis of computation. Click the "Add Other" button to add a new record. To delete an unwanted record, click into the cell that you want to delete, and click the "Delete Row" button.

Item/Company	Cost	Quantity	Description	Total Cash Expenditures
Example: Telephone	\$ 65.0000	3.00	Verizon: January-March at \$65 per month	\$ 195.0000
Example: Heat	\$ 3,200.0000	0.25	Total bill for office for quarter was \$3,200.00; this program is 1/4 of office space	\$ 800.0000
Subtotal:				\$ -

Grand Total: \$ 166,586.73

Subtotals reported on this form will auto-populate on the Budget Summary Sheet. Please take a moment to review that all numbers are correct on both sheets.

60 MONTH QUOTE SUMMARY

Pittsfield Police Dept.

Axon Enterprise, Inc.
17800 North 85th Street
Scottsdale, AZ 85255
Phone: 1-800-978-2737
12/14/2020

Main Contact(s):

Drew Patterson, Account Representative
513-203-8037

dpatterson@axon.com

Sean Farren, Account Representative – Axon Air
732.740.2255

sfarren@axon.com

Jim Murgillo, Sales Manager
585-230-8697

jmurgillo@axon.com





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-430657-44965.858DP

Issued: 02/08/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 05/01/2023

Account Number: 151666

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery; Invoice-39 Allen St 39 Allen St Pittsfield, MA 01201-6226 USA	Pittsfield Police Dept. - MA 39 Allen St Pittsfield, MA 01201-6226 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
William Batherson Phone: Email: wbatherson@axon.com Fax:	Michael Wynn Phone: (413) 448-9717 Email: mwynn@pittsfieldpd.org Fax: (413) 395-0131

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,175,996.97
ESTIMATED TOTAL W/ TAX	\$1,175,996.97

Discount Summary

Average Savings Per Year	\$32,731.21
TOTAL SAVINGS	\$163,656.03

Payment Summary

Date	Subtotal	Tax	Total
Apr 2023	\$107,365.00	\$0.00	\$107,365.00
Jul 2023	\$213,726.37	\$0.00	\$213,726.37
Jul 2024	\$213,726.40	\$0.00	\$213,726.40
Jul 2025	\$213,726.40	\$0.00	\$213,726.40
Jul 2026	\$213,726.40	\$0.00	\$213,726.40
Jul 2027	\$213,726.40	\$0.00	\$213,726.40
Total	\$1,175,996.97	\$0.00	\$1,175,996.97

Quote Unbundled Price:	\$1,339,653.00
Quote List Price:	\$1,287,921.00
Quote Subtotal:	\$1,175,996.97

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCUwTAP	BWC Unlimited with TAP	90	60	\$108.16	\$98.58	\$98.58	\$532,331.97	\$0.00	\$532,331.97
A la Carte Hardware									
75015	SIGNAL SIDEARM KIT	90			\$249.00	\$249.00	\$22,410.00	\$0.00	\$22,410.00
70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	180			\$121.80	\$0.00	\$0.00	\$0.00	\$0.00
AB3C	AB3 Camera Bundle	90			\$749.00	\$749.00	\$67,410.00	\$0.00	\$67,410.00
AB3MBD	AB3 Multi Bay Dock Bundle	11			\$1,595.00	\$1,595.00	\$17,545.00	\$0.00	\$17,545.00
A la Carte Software									
73682	AUTO TAGGING LICENSE	90	60		\$9.00	\$9.00	\$48,600.00	\$0.00	\$48,600.00
73739	PERFORMANCE LICENSE	90	60		\$9.00	\$9.00	\$48,600.00	\$0.00	\$48,600.00
73618	AXON COMMUNITY REQUEST+ LICENSE	90	60		\$9.00	\$9.00	\$48,600.00	\$0.00	\$48,600.00
73478	REDACTION ASSISTANT USER LICENSE	90	60		\$9.00	\$9.00	\$48,600.00	\$0.00	\$48,600.00
100165	UNLIMITED 3RD-PARTY STORAGE	90	60		\$29.00	\$29.00	\$156,600.00	\$0.00	\$156,600.00
85760	Auto-Transcribe Unlimited Service	90	60		\$20.00	\$11.67	\$63,000.00	\$0.00	\$63,000.00
73680	RESPOND DEVICE PLUS LICENSE	90	60		\$19.00	\$10.67	\$57,600.00	\$0.00	\$57,600.00
A la Carte Services									
85144	AXON STARTER	1			\$9,950.00	\$9,950.00	\$9,950.00	\$0.00	\$9,950.00
85014	AXON 1-DAY SERVICE	1			\$3,150.00	\$3,150.00	\$3,150.00	\$0.00	\$3,150.00
11642	THIRD-PARTY VIDEO SUPPORT LICENSE	90	60		\$9.00	\$9.00	\$48,600.00	\$0.00	\$48,600.00
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total							\$1,175,996.97	\$0.00	\$1,175,996.97

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	99	04/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	90	04/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	3	04/01/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	99	04/01/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	11	04/01/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	11	04/01/2023
A la Carte	70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	180	04/01/2023
A la Carte	75015	SIGNAL SIDEARM KIT	90	04/01/2023
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	93	10/01/2025
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	11	10/01/2025
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	93	04/01/2028
BWC Unlimited with TAP	73688	MULTI-BAY BWC DOCK 2ND REFRESH	11	04/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	90	05/01/2023	04/30/2028
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	90	05/01/2023	04/30/2028
A la Carte	100165	UNLIMITED 3RD-PARTY STORAGE	90	05/01/2023	04/30/2028
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	90	05/01/2023	04/30/2028
A la Carte	73618	AXON COMMUNITY REQUEST+ LICENSE	90	05/01/2023	04/30/2028
A la Carte	73680	RESPOND DEVICE PLUS LICENSE	90	05/01/2023	04/30/2028
A la Carte	73682	AUTO TAGGING LICENSE	90	05/01/2023	04/30/2028
A la Carte	73739	PERFORMANCE LICENSE	90	05/01/2023	04/30/2028
A la Carte	85760	Auto-Transcribe Unlimited Service	90	05/01/2023	04/30/2028

Services

Bundle	Item	Description	QTY
A la Carte	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	90
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	85014	AXON 1-DAY SERVICE	1
A la Carte	85144	AXON STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	90	05/01/2023	04/30/2028
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	3	05/01/2023	04/30/2028
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	11	05/01/2023	04/30/2028

Payment Details

Apr 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware	70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	180	\$0.00	\$0.00	\$0.00
Upfront Hardware	75015	SIGNAL SIDEARM KIT	90	\$22,410.00	\$0.00	\$22,410.00
Upfront Hardware	AB3C	AB3 Camera Bundle	90	\$67,410.00	\$0.00	\$67,410.00
Upfront Hardware	AB3MBD	AB3 Multi Bay Dock Bundle	11	\$17,545.00	\$0.00	\$17,545.00
Total				\$107,365.00	\$0.00	\$107,365.00

Jul 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100165	UNLIMITED 3RD-PARTY STORAGE	90	\$31,320.00	\$0.00	\$31,320.00
Year 1	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 1	73478	REDACTION ASSISTANT USER LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 1	73618	AXON COMMUNITY REQUEST+ LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 1	73680	RESPOND DEVICE PLUS LICENSE	90	\$11,520.00	\$0.00	\$11,520.00
Year 1	73682	AUTO TAGGING LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 1	73739	PERFORMANCE LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 1	85014	AXON 1-DAY SERVICE	1	\$630.00	\$0.00	\$630.00
Year 1	85144	AXON STARTER	1	\$1,990.00	\$0.00	\$1,990.00
Year 1	85760	Auto-Transcribe Unlimited Service	90	\$12,600.00	\$0.00	\$12,600.00
Year 1	BWCUwTAP	BWC Unlimited with TAP	90	\$106,466.37	\$0.00	\$106,466.37
Total				\$213,726.37	\$0.00	\$213,726.37

Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100165	UNLIMITED 3RD-PARTY STORAGE	90	\$31,320.00	\$0.00	\$31,320.00
Year 2	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 2	73478	REDACTION ASSISTANT USER LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 2	73618	AXON COMMUNITY REQUEST+ LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 2	73680	RESPOND DEVICE PLUS LICENSE	90	\$11,520.00	\$0.00	\$11,520.00
Year 2	73682	AUTO TAGGING LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 2	73739	PERFORMANCE LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 2	85014	AXON 1-DAY SERVICE	1	\$630.00	\$0.00	\$630.00
Year 2	85144	AXON STARTER	1	\$1,990.00	\$0.00	\$1,990.00
Year 2	85760	Auto-Transcribe Unlimited Service	90	\$12,600.00	\$0.00	\$12,600.00
Year 2	BWCUwTAP	BWC Unlimited with TAP	90	\$106,466.40	\$0.00	\$106,466.40
Total				\$213,726.40	\$0.00	\$213,726.40

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100165	UNLIMITED 3RD-PARTY STORAGE	90	\$31,320.00	\$0.00	\$31,320.00

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 3	73478	REDACTION ASSISTANT USERLICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 3	73618	AXON COMMUNITY REQUEST+ LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 3	73680	RESPOND DEVICE PLUS LICENSE	90	\$11,520.00	\$0.00	\$11,520.00
Year 3	73682	AUTO TAGGING LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 3	73739	PERFORMANCE LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 3	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 3	85014	AXON 1-DAY SERVICE	1	\$630.00	\$0.00	\$630.00
Year 3	85144	AXON STARTER	1	\$1,990.00	\$0.00	\$1,990.00
Year 3	85760	Auto-Transcribe Unlimited Service	90	\$12,600.00	\$0.00	\$12,600.00
Year 3	BWCUwTAP	BWC Unlimited with TAP	90	\$106,466.40	\$0.00	\$106,466.40
Total				\$213,726.40	\$0.00	\$213,726.40

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100165	UNLIMITED 3RD-PARTY STORAGE	90	\$31,320.00	\$0.00	\$31,320.00
Year 4	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 4	73478	REDACTION ASSISTANT USER LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 4	73618	AXON COMMUNITY REQUEST+ LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 4	73680	RESPOND DEVICE PLUS LICENSE	90	\$11,520.00	\$0.00	\$11,520.00
Year 4	73682	AUTO TAGGING LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 4	73739	PERFORMANCE LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 4	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 4	85014	AXON 1-DAY SERVICE	1	\$630.00	\$0.00	\$630.00
Year 4	85144	AXON STARTER	1	\$1,990.00	\$0.00	\$1,990.00
Year 4	85760	Auto-Transcribe Unlimited Service	90	\$12,600.00	\$0.00	\$12,600.00
Year 4	BWCUwTAP	BWC Unlimited with TAP	90	\$106,466.40	\$0.00	\$106,466.40
Total				\$213,726.40	\$0.00	\$213,726.40

Jul 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100165	UNLIMITED 3RD-PARTY STORAGE	90	\$31,320.00	\$0.00	\$31,320.00
Year 5	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 5	73478	REDACTION ASSISTANT USER LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 5	73618	AXON COMMUNITY REQUEST+ LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 5	73680	RESPOND DEVICE PLUS LICENSE	90	\$11,520.00	\$0.00	\$11,520.00
Year 5	73682	AUTO TAGGING LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 5	73739	PERFORMANCE LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
Year 5	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 5	85014	AXON 1-DAY SERVICE	1	\$630.00	\$0.00	\$630.00
Year 5	85144	AXON STARTER	1	\$1,990.00	\$0.00	\$1,990.00
Year 5	85760	Auto-Transcribe Unlimited Service	90	\$12,600.00	\$0.00	\$12,600.00
Year 5	BWCUwTAP	BWC Unlimited with TAP	90	\$106,466.40	\$0.00	\$106,466.40
Total				\$213,726.40	\$0.00	\$213,726.40

5 YEAR QUOTE SUMMARY – FLEET 3

Pittsfield Police Department

Axon Enterprise, Inc.
17800 North 85th Street
Scottsdale, AZ 85255

Main Contacts:

Drew Patterson
(513)203-8037
dpatterson@axon.com





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-419012-44957.708DP

Issued: 01/31/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 12/15/2023

Account Number: 151666

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery;Invoice-39 Allen St 39 Allen St Pittsfield, MA 01201-6226 USA	Pittsfield Police Dept. - MA 39 Allen St Pittsfield, MA 01201-6226 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
William Batherson Phone: Email: wbatherson@axon.com Fax:	Michael Wynn Phone: (413) 448-9717 Email: mwynn@pit tsfieldpd.org Fax: (413) 395-0131

Quote Summary

Program Length	60 Months
TOTAL COST	\$281,484.00
ESTIMATED TOTAL W/ TAX	\$281,484.00

Discount Summary

Average Savings Per Year	\$9,696.00
TOTAL SAVINGS	\$48,480.00

Payment Summary

Date	Subtotal	Tax	Total
Nov 2023	\$51,969.56	\$0.00	\$51,969.56
Nov 2024	<u>\$54,048.37</u>	\$0.00	\$54,048.37
Nov 2025	\$56,210.31	\$0.00	\$56,210.31
Nov 2026	\$58,458.70	\$0.00	\$58,458.70
Nov 2027	\$60,797.06	\$0.00	\$60,797.06
Total	\$281,484.00	\$0.00	\$281,484.00

Quote Unbundled Price:	\$329,964.00
Quote List Price:	\$305,484.00
Quote Subtotal:	\$281,484.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	20	60	\$274.97	\$254.57	\$234.57	\$281,484.00	\$0.00	\$281,484.00
Total							\$281,484.00	\$0.00	\$281,484.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	20	11/15/2023
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	20	11/15/2023
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	20	11/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	20	12/15/2023	12/14/2028
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	20	12/15/2023	12/14/2028
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	20	12/15/2023	12/14/2028
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	40	12/15/2023	12/14/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	20

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	20	12/15/2023	12/14/2028
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	20	12/15/2024	12/14/2028

Payment Details

Nov 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3A	Fleet 3 Advanced	20	\$51,969.56	\$0.00	\$51,969.56
Total				\$51,969.56	\$0.00	\$51,969.56

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3A	Fleet 3 Advanced	20	\$54,048.37	\$0.00	\$54,048.37
Total				\$54,048.37	\$0.00	\$54,048.37

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3A	Fleet 3 Advanced	20	\$56,210.31	\$0.00	\$56,210.31
Total				\$56,210.31	\$0.00	\$56,210.31

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3A	Fleet 3 Advanced	20	\$58,458.70	\$0.00	\$58,458.70
Total				\$58,458.70	\$0.00	\$58,458.70

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3A	Fleet 3 Advanced	20	\$60,797.06	\$0.00	\$60,797.06
Total				\$60,797.06	\$0.00	\$60,797.06

MARTIN HOCHBERG & CIANFLONE

MICHAEL J. MARTIN, ESQ.
Direct: (413) 347-8964
mmartin@MHCattorneys.com

A Professional Limited Liability Partnership
Attorneys and Counselors at Law
75 SOUTH CHURCH STREET SUITE. 550
PITTSFIELD, MA 01201
Telephone (413) 499-2323
Fax (413) 445-5883
WWW.MHCATTORNEYS.COM

Colleen McGrath, Paralegal
Direct: (413) 347-8982
cmcgrath@MHCattorneys.com

Kelly Koperek, Paralegal
Direct: (413) 347-8969
kkoperek@MHCattorneys.com

February 8, 2023

VIA EMAIL: mbenjamin@cityofpittsfield.org

City of Pittsfield, City Council
Attn.: Michele Benjamin
70 Allen Street
Pittsfield, MA 01201

**RE: Compass Ridge Zoning Petition for Zoning Amendment
Supplemental Submission for February 14, 2023 Hearing**

Dear Clerk Benjamin and Members of the City Council:

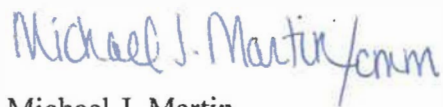
As you know, this firm represents Compass Ridge, LLC in connection with its Petition and Application to Amend the Zoning Map as related to 0 West Housatonic. This matter is scheduled to be heard by the City Council at the February 14, 2023 meeting.

I have enclosed a supplemental plan to show the proposed use of the property. Again, our preference is to move forward with the proposed commercial use and not be restrained to the by right use of the property.

We look forward to presenting the updated application to you at the continued meeting.

Thank you for your attention to this matter.

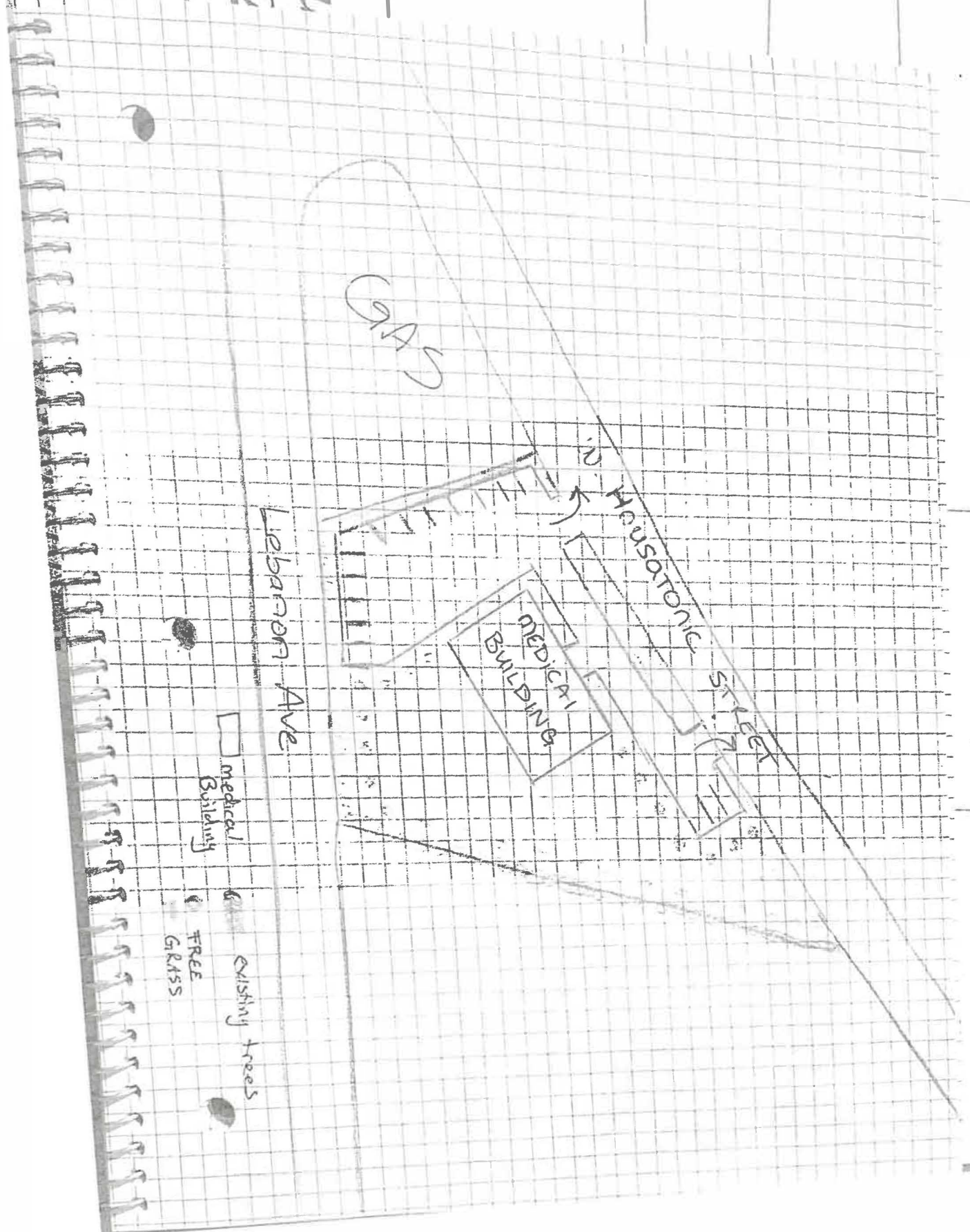
Cordially yours,



Michael J. Martin

MJM/cmm
Enclosure

12



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MICHAEL J. MARTIN, ESQ.

Direct: (413) 347-8964

mmartin@MHCattorneys.com

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Kelly Koperek, Paralegal

Direct: (413) 347-8969

kkoperek@MHCattorneys.com

January 24, 2023

mbenjamin@cityofpittsfield.org

Attn.: Michele Benjamin

City of Pittsfield, City Council

70 Allen Street

Pittsfield, MA 01201

**RE: Compass Ridge Zoning Petition for Zoning Amendment
Supplemental Submission for January 24, 2023 Hearing**

Dear Clerk Benjamin and Members of the City Council:

As you know, this firm represents Compass Ridge, LLC in connection with its Petition and Application to Amend the Zoning Map as related to 0 West Housatonic. This matter is scheduled to heard by the City Council at tonight's meeting. This matter was continued from November 2022, to allow more time to prepare a plan for a proposed use on the property.

My client has consulted with SK Design Group regarding a site plan. A full site plan is cost prohibitive at this time, however, enclosed is a preliminary plan of the proposed used for the property. It is the petitioners' hope that the community and the members of the City Council will be supportive of the proposed used. We continue to believe that a commercial use of the property, as proposed, is the best and most appropriate use for the parcel and most beneficial to the City and the neighborhood.

I have also enclosed a by right sketch, which my client will need to move forward with if their application is denied. It is our belief that the by right option will be an improvement to the property, but it is certainly our strong preference to develop this property commercially.

If the City Council believes it is appropriate for this matter to be continued to allow the abutters an opportunity to review this submission, we request a continuance to the February 14, 2023 meeting. We look forward to presenting the updated application to you at the continued meeting.

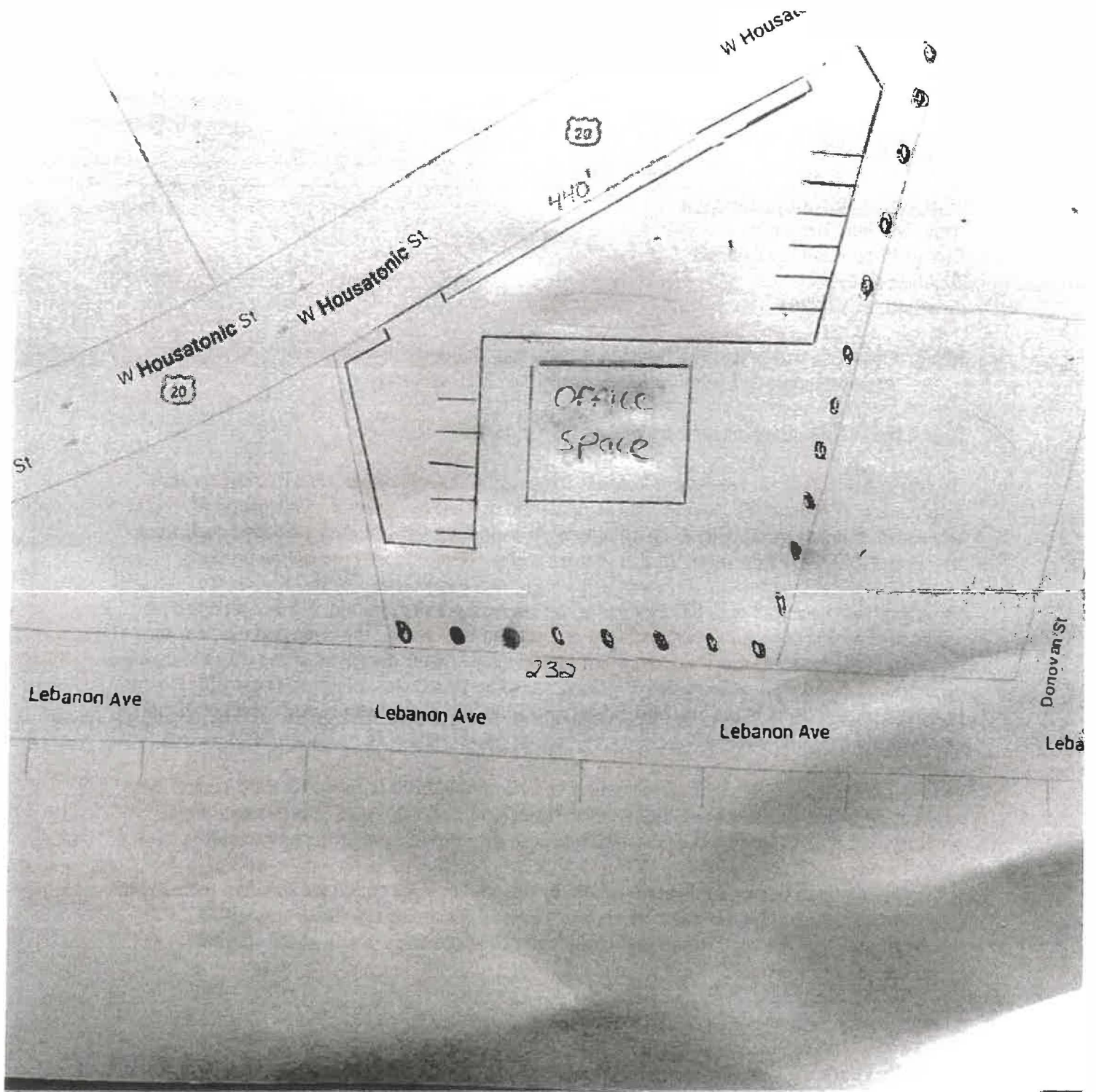
Thank you for your attention to this matter.

Cordially yours,

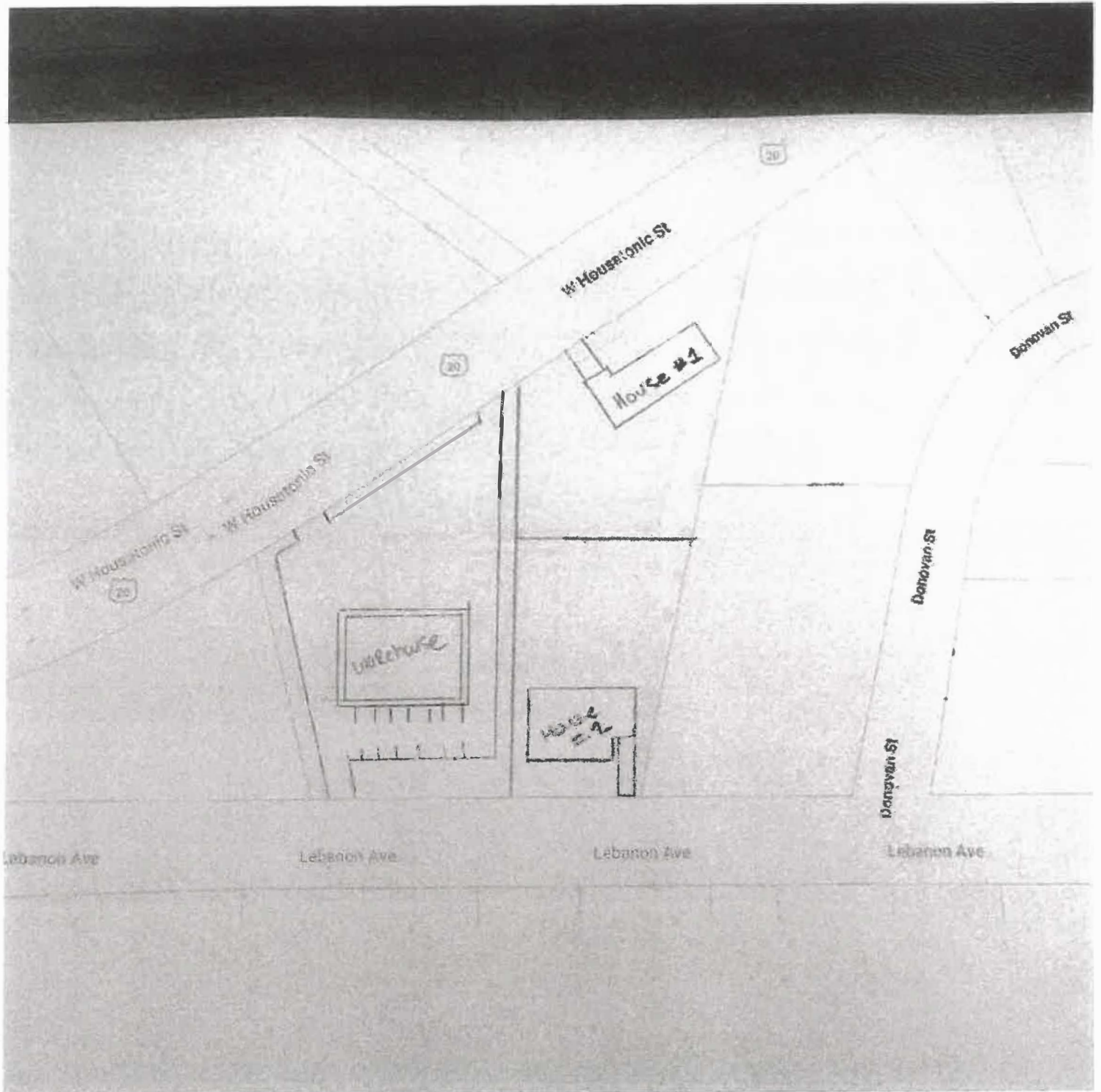


Michael J. Martin

Zoning Amenedment Proposed Use at 0 West Housatonic Street



By Right alternative use at 0 West Housatonic Street



MARTIN & OLIVEIRA

MICHAEL J. MARTIN, ESQ.

Direct: (413) 347-8964

MJM@martinoliveira.com

A Professional Limited Liability Partnership

Attorneys and Counselors at Law

THE CLOCKTOWER

75 SOUTH CHURCH STREET, SUITE 550

PITTSFIELD, MASSACHUSETTS 01201-6145

TELEPHONE (413) 443-6455

FAX (413) 445-5883

www.martinoliveira.com

Kelly M. Koperek, Paralegal

Direct: (413) 347-8969

KMK@martinoliveira.com

November 29, 2022

mbenjamin@cityofpittsfield.org

Attn.: Michele Benjamin

City of Pittsfield

City Council

70 Allen Street

Pittsfield, MA 01201

**RE: Compass Ridge Zoning Petition for Zoning Amendment
Request for Continuance of November 29, 2022 Hearing**

Dear Clerk Benjamin and Members of the City Council:

As you know, this firm represents Compass Ridge, LLC in connection with its Petition and Application to Amend the Zoning Map as related to 0 West Housatonic. This matter is scheduled to heard by the City Council at the November 29, 2022 meeting.

Please continue this matter for sixty (60) days. Compass Ridge LLC is aware that this will require additional cost related to a new publication. In response to the community feedback and comments from the Community Development Board, please note that we are working with SK Design Group to prepare a plan for a proposed use and that a continuance is necessary to allow the plans to be prepared. A supplemental filing will be provided once the plans are complete.

We look forward to presenting the updated application to you at the January 24, 2023 meeting.

Thank you for your attention to this matter.

Cordially yours,

/s/ Michael J. Martin, Esq.

Michael J. Martin

MJM/kmk

Enclosure

cc. CJ Hoss, City Planner



CITY OF PITTSFIELD

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

November 7, 2022

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

Re: Petition re: zoning map amendment from Compass Ridge, LLC for property located on
outer West Housatonic Street

Dear Councilors:

The Community Development Board held the required public hearing on the zoning amendment petition related to the above referenced petition on November 1, 2022. The Board expressed concern over increasing the potential of commercial development proximate to residential neighbors with the loss of land that currently acts as a buffer zone. While not totally opposed to commercial development at this site, the Board was uncomfortable expanding the commercially zoned area without any detail of the potential future development of the subject property. Following the public hearing, the Board voted unanimously to recommend that the City Council deny the proposed zoning map amendment.

Attached please find a review of the proposed zoning change prepared by staff.

Sincerely,

COMMUNITY DEVELOPMENT BOARD

Sheila B. Irvin
Chair

SI/ch

MARTIN & OLIVEIRA

MICHAEL J. MARTIN, ESQ.

Direct: (413) 347-8964

MJM@martinoliveira.com

A Professional Limited Liability Partnership

Attorneys and Counselors at Law

THE CLOCKTOWER

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PITTSFIELD, MASSACHUSETTS 01201-6145

TELEPHONE (413) 443-6455

FAX (413) 445-5883

www.martinoliveira.com

Nicole Dearstyne, Paralegal

Direct: (413) 347-8982

NMD@martinoliveira.com

September 20, 2022

BY EMAIL @ mbenjamin@cityofpittsfield.org

AND BY HAND

Michele M. Benjamin, City Clerk

City of Pittsfield

70 Allen Street

Pittsfield, MA 01201

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2022 SEP 21 PM 12:34

RE: Compass Ridge, LLC
Petition and Application to Amend Zoning Map
Property Location: 0 West Housatonic St.

Dear Ms. Benjamin:

Please be advised I represent Compass Ridge, LLC, in connection with their enclosed application to amend the zoning map to extend the B-C zoning over the remainder of their property.

Compass Ridge, LLC is a limited liability company, owned and operated by the applicants, Kyle Danforth and Chase Wojtkowski. Mr. Danforth and Mr. Wojtkowski started Compass Ridge LLC in 2020 with the goal and mindset to help develop and improve their community. In 2021, Compass Ridge purchased 0 West Housatonic Street with the intent to convert the entire two acres into commercial property.

The property is currently a split zoned BC and R 20 lot, surrounded by IL. A zoning overlay map has been attached to the enclosed application for reference. From a planning perspective, it is reasonable and appropriate for the property to be zoned entirely BC. The residential R20 portion of the property was left behind when the residential neighborhood was developed to the south and east. The commercial portion of the lot was left behind when the abutting lot to the west was commercially developed. Accordingly, the locus now remains vacant on Route 20 and would not be developed as a residential lot and it is appropriate for the zoning map to be amended to extend the BC zoning over the remainder of the property. Once the entire lot is zoned BC, the property can be developed and serve as an entrance/gateway into the commercially zoned portion of Route 20.

Mr. Danforth and Mr. Wojtkowski reached out and received the endorsement of their ward councilor Patrick Kavey, who supports this petition. Mr. Danforth and Mr. Wojtkowski also conducted extensive community outreach and invited all abutters within 500 feet of the property

Compass Ridge, LLC
Petition and Application to Amend Zoning Map
September 20, 2022

to a meeting to discuss any concerns of the neighborhood related to their application. As of the date of this filing, the proposed zoning amendment has not received any objections and has been supported by the neighborhood.

Thank you for your attention to this matter and we look forward to further discussing the application with the City Council and the Community Development Board.

Cordially yours,



Michael J. Martin

MJM/

Enclosure

cc. Kyle Danforth
Chase Wojtkowski
Patrick Kavey

CITY OF PITTSFIELD
CITY CLERKS OFFICE

09/21/2022 1:15PM ****
000000#0040 MICHELE

COPY
C.C. SPEC PERMIT \$400.00

CHEK 7400.00



CITY OF PITTSFIELD

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

PETITIONER:	Compass Ridge, LLC
OWNER:	Same
PROPERTY LOCATION:	Parcel located east of the intersection of West Housatonic Street and Lebanon Avenue, with frontage on both roadways
ASSESSOR MAP & LOT:	C4-4-2
CURRENT ZONING:	B-C (Grouped Business)/R-12 One Family Residence
R-12 INTENSITY REGULATIONS:	Front/side/rear/ max. ht: 35'/10'/25'/35'
PROPOSED ZONING:	B-C (Grouped Business)
B-C INTENSITY REGULATIONS:	Front/side/rear/ max. ht: 0'/0'/0'/35'
SURROUNDING USES:	Residential, commercial, office
FILING DATE:	September 21, 2022
HEARING DATES:	CDB – November 1, 2022 City Council – November 15, 2022

BACKGROUND

Compass Ridge, LLC (the “applicant”) seeks to amend the zoning map for a parcel of land on outer West Housatonic Street, with frontage also on Lebanon Avenue. Parcel C4-4-2 is currently split zoned, with the western half of the parcel located within the Grouped Business B-C Zoning District, and the eastern half located in the One Family Residence R-12 Zoning District. The petitioner requests expanding the B-C district east to encompass the entire parcel.

ANALYSIS

SECTION 3.203 R-12 ONE-FAMILY RESIDENCE

This district is established to allow for one-family dwellings within the more intensely developed areas of the City at a density compatible with existing densities and to provide for the creation of new neighborhoods reflecting and extending the urban one-family residential characteristics of the City.

SECTION 3.207 B-C GROUPED BUSINESS

This district is established to provide for a grouping of commercial retail and service outlets including centers designated and constructed as a single planned unit.

1. Character of the Area

The subject parcel is approximately a two-acre vacant property, consisting primarily of open meadow. The parcel to the west is an existing fuel service station and convenience

store. To the north are multiple commercial and light industrial properties. To the east and south are largely single-family residential homes.

2. Consistency with Surrounding Zoning

The existing zoning boundary dates back to the 1973 zoning map and was likely drawn in its current configuration as a result of the existence of the neighboring gas station to the west. The proposal would enlarge the B-C area and remain consistent with the existing configuration of a commercial district neighboring a district that largely consists of single-family homes.

3. Consistency with Master Plan

Overall, the primary support for this proposal within the Master Plan is related to statements encouraging commercial growth.

The Master Plan raises two primary concerns with consideration of this proposal:

- i. The narrative related to the need to improve the gateways into the City, specifically called out as part of the overall master plan conceptual map and within the text.
- ii. The need for a West Housatonic corridor study, largely as a response to the lack of organized land use pattern from Route 41 to Gale Avenue.

Both of these items are related and are a response to the “hodgepodge appearance to passersby – neither conveying the urban vibrancy nor the natural beauty that are Pittsfield’s strong points¹.”

Generally, the ongoing concern related to the City’s gateways and commercial corridors is the lack of regulatory control to encourage development that fits the landscape, as well as the proliferation of additional suburban sprawl. This proposal would add more opportunity for such commercial growth.

4. Impact on the Surrounding Property

In relation to surrounding property, the primary concern is that the existing strip of R-12 zoning acts as a buffer between commercially zoned land and the neighboring residential neighborhood to the east. Removing this buffer could result in commercial development much more proximate to these homes.

SUMMARY

The proposed zoning amendment would the eastern portion of the subject property from R-12 to B-C. The size and shape of the B-C zoned portion of the property makes commercial development difficult on the parcel. Converting the area to B-C would likely result in a more developable commercial parcel.

The primary concerns related to this proposal are:

¹ Planning to Thrive: City of Pittsfield Master Plan. Land Use and Development Patterns. P 53. 2009

- 1) Additional opportunity to create suburban sprawl, in a primary corridor in the City that has been specifically identified in the past as needing clearer and more constrained regulatory conditions to improve design and development outcomes, and,
- 2) The likelihood that this proposal results in commercial development, with residential neighbors proximate to the south and east of the property.



City of Pittsfield

20

To the City Council of the City of Pittsfield:-

The undersigned respectfully

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 23, "ZONING ORDINANCE"

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

Section I

That the official zoning map, in accordance with the provisions of Chapter 23, Article 23-3 Zoning Districts, Section 3.302, "Amendment, Official Map," shall be amended by reclassifying a parcel on the north side of Lebanon Avenue and South Side of West Housatonic Street, from a split zoned B-C Grouped Business, Section 3.207, and R-20 Section 3.202 One Family Residence zoned lot, to an entirely B-C Grouped Business, Section 3.207, zoned parcel.

The parcel subject to this petition can be identified through the following Assessor Map No.: C040004002

The area for which the zoning reclassification is requested is described as follows:

Beginning at a point in the northerly line of Lebanon Avenue, which point is five hundred (500) feet westerly of the southwesterly corner of lands of one Penny, as well as the southeasterly corner of land conveyed to Hermann Kuhtz and Emilie Kuhtz by deed of the Trustees of the United Society called Shakers of Pittsfield and Hancock, which deed is recorded with the Berkshire Middle District Registry of Deeds in Book 353, Page 260. This point of beginning is the southwesterly corner of the first parcel conveyed herein.

Running thence from said point of beginning, northerly to an angle formed by the northerly line of the first parcel herein conveyed with the easterly line of the second parcel herein conveyed;



City of Pittsfield

20

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Thence running easterly in the southerly line of land of said Penny, six hundred nine and 4/10 (609.4) feet to the westerly line of said Penny;

Thence southerly, in the westerly line of said Penny five hundred seventy-nine and 3/10 (579.3) feet to the northerly line of Lebanon Avenue;

Thence westerly, in said northerly line of Lebanon Avenue, to the place of beginning. Also conveying another portion of the lands deeded in said deed of said Shaker Trustees, vis: Beginning at the above-described angle, thence running westerly, extending the northerly line of the parcel first herein conveyed, to the easterly line of land of the Boston & Albany Railroad Company;

*Thence northeasterly in said Railway line to lands of said Penny;
Thence, at an angle, easterly in the line of Penny, one hundred seventy-seven feet (177');*

Thence, at an angle, southerly in the west line of land of said Penny, five hundred seventy-eight and one half (578.5) feet, to the place of beginning.

EXCEPTING THEREFROM a taking by the Commonwealth of Massachusetts, dated May 24, 1932, and recorded June 6, 1932, with said Registry in Book 456, Page 238.

Being the same premises conveyed to the Grantor herein by deed of Carl H. Laschky, dated June 30, 2017, and recorded August 4, 2017, with the Berkshire Middle District Registry of Deeds in Book 6030, Page 102, in which deed Carl H. Laschky reserved a Life Estate. (See also deed from Hermann Kuhtz and Emilie Kuhtz to Ella K. Laschky dated December 7, 1929, and recorded with said Registry in Book 448, Page 161, for more particular description.)

Section II

This ordinance shall become effective upon enactment.

Date Received _____

By _____
(fee paid)

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

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

2. Present Zoning District split B-C, R-20 Zoning Requested B-C

3. Name of Petitioner Compass Ridge, LLC

Address 0 West Houstonic Street Telephone # 413-652-2091

Signature   Kyle Danforth
Chase Wojtkowski

4. Name of Agent Michael J. Martin, Esq. / Martin & Oliveira

Address 75 S. Church Street, Suite 550, Pittsfield, MA 01201 Telephone # 413-347-8964

Signature 

5. Name of Property Owners same as Petitioners

Address _____ Telephone # _____

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

State interest: Owner

7. Legal Description: see attached map

(Attach "Metes and Bounds" Description if necessary) Assessor's Map No. C040004002

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

9. If an amendment to the Text of Chapter 23, Code of Laws, state the nature of the amendment: NA

10. Article and Section proposed to be amended: 23-3 Setcion 3-302

Community Development Board: Hearing Date _____ Recommendation _____

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

Exhibit A – Legal Description of Locus

The parcel of land designated as Assessor's Parcel Number C04-0004-002 and containing 84,191 SF +/- as shown on a plan entitled, "Plan of Land in Pittsfield, Massachusetts," 0 West Housatonic Street, Pittsfield, Massachusetts, prepared by New England Land Survey, Inc., and recorded with the Berkshire Middle District Registry of Deeds, on April 29, 2021, in Plat S-4. Said parcel is more particularly described as follows:

Beginning at an iron pipe in the northerly sideline of Lebanon Avenue;

Thence N 14° 13' 35" E distance of 424.47 feet by the land now or formerly of Baumann and land of Donaldson to a rod;

Thence S 57° 56' 34" W a distance of 378.59 feet by the southerly line of West Housatonic Street;

Thence with a curve turning to the right with an arc length of 61.48 feet with a radius of 1,640.00 feet with a chord bearing of S 59° 01' 00" W with a chord length of 61.48 feet, also running by southerly line of West Housatonic Street to land now or formerly of Sherman;

Thence S 12° 39' 16" E by land now or formerly of Sherman a distance of 176.26 feet;

Thence S 88° 17' 26" E a distance of 230.75 feet by Lebanon Avenue to the point of beginning, having an area of 84,191 square feet +/-, 1.93 acres +/-.

Middle Berkshire - 20/20 Perfect Vision i2 Document Detail Report

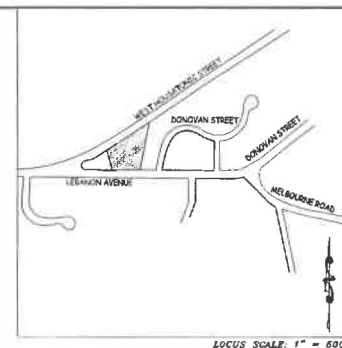
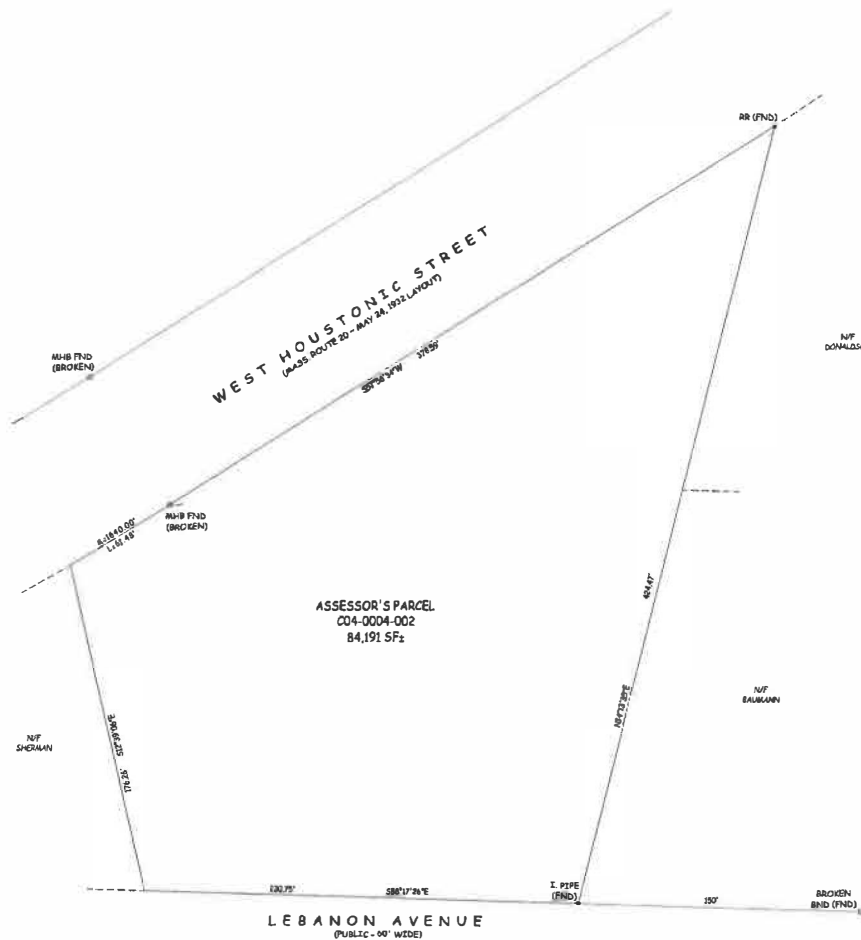
Current datetime: 8/11/2022 3:58:03 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
1925	PLAN		000PS/4	04/29/2021	
Property-Street Address and/or Description					
WEST HOUSTONIC ST, LEBANON AVE					
Grantors					
DANFORTH KYLE					
Grantees					
SMITH GEORGE EDWARD III					
References-Book/Pg Description Recorded Year					
Registered Land Certificate(s)-Cert# Book/Pg					

Robert M. Rubin

BASIS OF BEARINGS
MASS STATE PLANE

**New England
Land Survey Inc.**
710 MAIN STREET
NORTH OXFORD, MA 01537
508-987-0025



COMMONWEALTH OF MASSACHUSETTS
 GEORGE EDWARD SMITH III
 NO. 38718
 REGISTERED LAND

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRARS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

M.G.L. C41 S81-X Surveyor's Certificate

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS AND THE LINES OF THE STREETS AND WAYS SHOWN ON THE POSSESSIVE ESTATE OF THE STREETS AND WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR THE DIVISION OF EXISTING OWNERSHIP OR FOR NEW STREETS OR WAYS ARE SHOWN.

DATE: APRIL 21, 2021

PLAN OF LAND IN PITTSFIELD, MASSACHUSETTS

OWNER APPLICANT: KYLE DANFORTH
0 WEST HOUTSONIC STREET, PITTSFIELD
COUNTY: MIDDLE BERKSHIRE

REFERENCES:

JOB#: west houston njc
CAD BY: MJC
SCALE: 1" = 30'

DEED BOOK 6030 P6.102
PLAN DC/19
PLAN DH/97
ASSESSORS ID: C040004002

SCALE: 1" = 30'

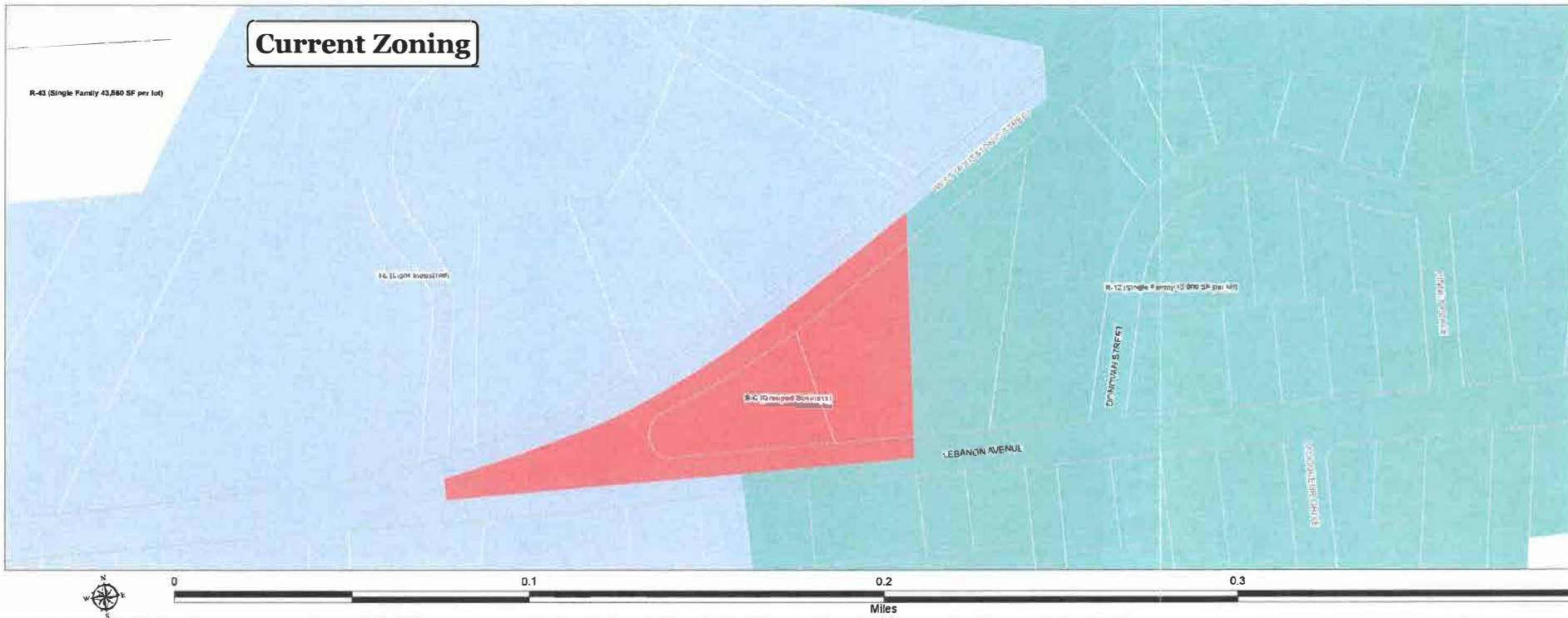
ASSESSORS ID: CD40004002

THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ALL RESTRICTIONS AND ENCUMBRANCES THAT SUCH A REPORT MAY REVEAL.



Proposed Co4-0004-002 Zoning Change - September 2022

Current Zoning



Proposed Zoning

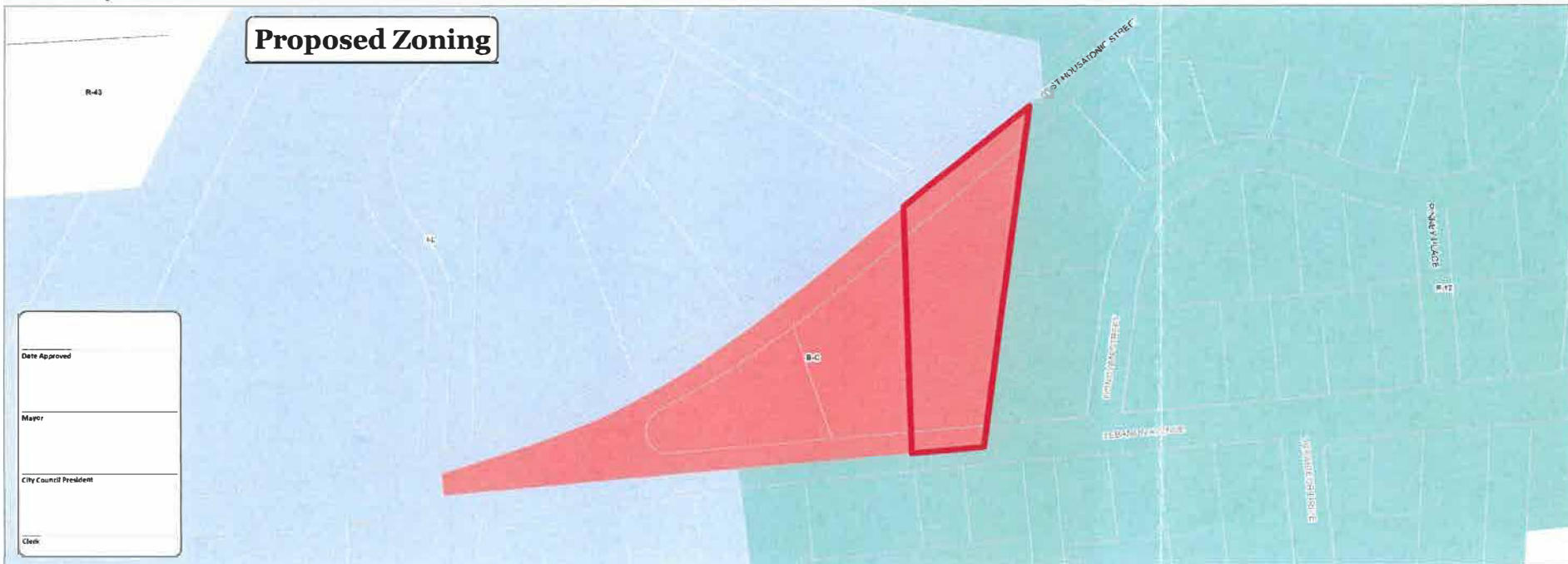
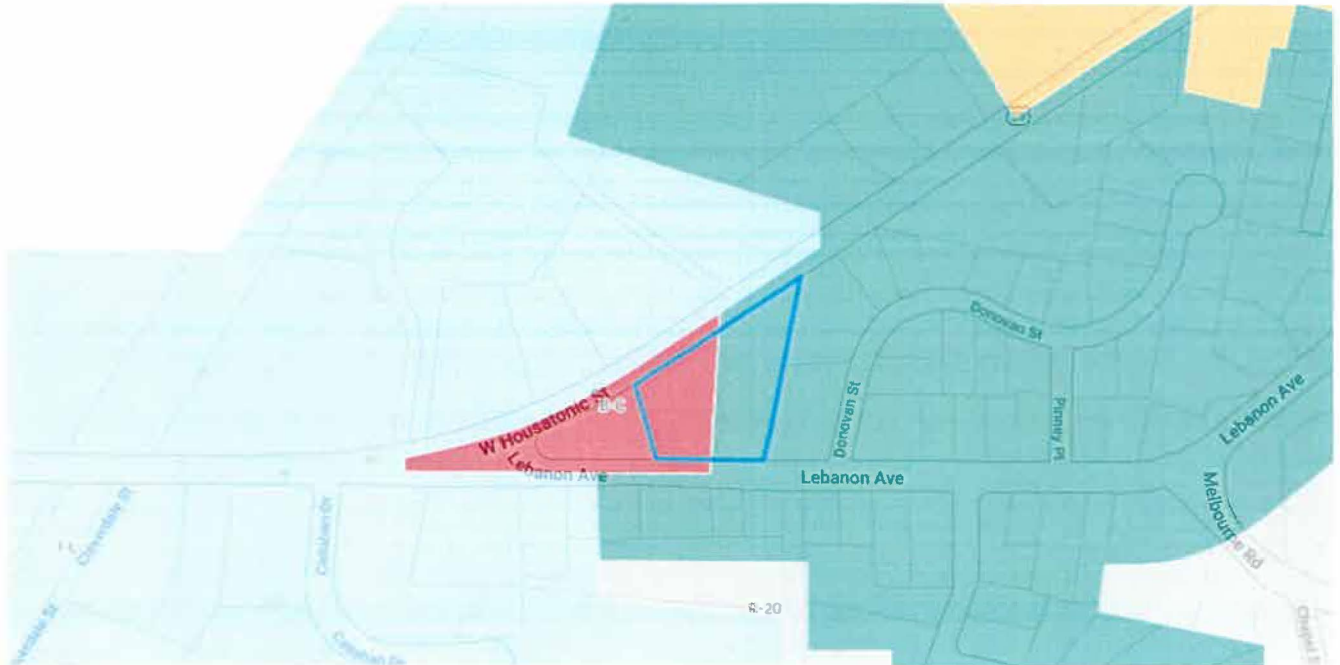


Exhibit B – Property Maps

A. Zoning Map Overlay



B. Satellite Map Image





**CITY OF PITTSFIELD
NOTICE OF ZONING AMENDMENT PUBLIC HEARING
PITTSFIELD COMMUNITY DEVELOPMENT BOARD AND CITY COUNCIL**

The City of Pittsfield in accordance with the provisions of M.G.L Chapter 40A, Section 5, hereby gives notice to all interested parties that a public hearing will be held by the Community Development Board on a petition from Compass Ridge LLC to amend City Code, Chapter 23, Article 23-3 Zoning Districts, Section 3.302, "Amendment, Official Map," shall be amended by reclassifying a parcel on the north side of Lebanon Avenue and South Side of West Housatonic Street, from a split zoned B-C Grouped Business, Section 3.207, and R-20 Section 3.202 One Family Residence zoned lot, to a B-C Grouped Business, Section 3.207, zoned parcel in its entirety. The site can be further identified as Assessor Map C4-4-2. This Ordinance shall take effect upon enactment.

The Community Development Board public hearing will be held virtually on November 1, 2022, at 6:00 pm. Access information to the Zoom meeting can be found on the posted agenda or by contacting tkozlowski@cityofpittsfield.org. The City Council will hold its public hearing on Tuesday, November 15, 2022, at 6:00 PM in City Hall Council Chambers, located at 70 Allen Street.

The petition is on file at the City Clerk's Office, Room 103, and the Department of Community Development, Room 205, City Hall, and may be viewed during regular business hours (Mon-Fri 8:30 a.m. to 4:00 p.m.). The petition can also be viewed on the City's website: https://www.cityofpittsfield.org/city_hall/community_development/community_development_boards_and_commissions.php or by contacting Ted Kozlowski at (413) 499-9368 or by email at tkozlowski@cityofpittsfield.org.

Peter Marchetti, President
City Council

Sheila B. Irvin, Chair
Community Development Board

10/18/22
10/25/22



CITY OF PITTSFIELD

HEALTH DEPARTMENT, 100 NORTH STREET, PITTSFIELD, MA 01201

February 6, 2023

Honorable City Council of
The City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

- Re: A petition from Councilor Kalinowsky & Councilor Kronick requesting information on driving contributors to rats in the area.

Honorable members of the City Council:

The Health Department appreciates the opportunity to discuss rodent control. The contributing factors to rodent activity are:

1. Improper trash and waste management practices by residences and businesses
2. Aging infrastructure
3. Repeated mild winters.

We all must do our part in controlling rodent activity. Here's what can be done to address a rat problem in your neighborhood.

Identifying Rats

- The Norway Rat is the most common rat in the Northeast Region. These rats are heavy set, light brown to black. Droppings are capsule shaped.
- Observations of burrows, gnaw mark holes, droppings, hidden food stashes and trail runs indicate the presence of rats on the property.

How to CONTROL rats

- *Eliminate Food Sources! (Clean Up)*
Trash and garbage must be contained in a trash can with a tight-locking lid. Receptacles should be checked for holes and cleaned regularly. Prevent bird seeds from falling to the ground. Piles of exterior debris should be removed. Example such as old furniture, wood, mattresses, leaves and tires. Pet waste should be regularly picked up.
- *Rodent proofing the building/home*
Cracks and holes around the foundation of the structure should be sealed to prevent rodents from entering your home or building. (Rats can squeeze in spaces as small as a quarter) Gaps around pipes and wires chases should be sealed to prevent rodents from navigating throughout the dwelling. Door, Windows, and

Garages should have weather stripping. Check periodically around your home and other buildings to correct problem areas. Especially as the fall season begins.

Eliminating Rats

- Once you have made your home/building rodent proof you can effectively exterminate rodents, Trapping is the recommended method for control inside a structure. Trapping includes snap traps, glue traps, and catch traps. Always follow manufacturer instructions. (Ensure that food sources inside are not available for rodents during trapping) Put all food sources including pet food in a tight sealed container. Check traps daily and remove/replace as needed.
- Baiting with pesticides, Baits should be placed where rodents are already feeding. Baits must be contained in tamper-proof containers, to protect children, pets, and unintended wildlife. **ALWAYS** follow manufacturer instructions when using toxic baits or any pesticides.
- Hire a licensed pest management professional. Pest control operators should take an Integrated Pest Management (IPM) approach in safely and effectively removing rodent populations.

How can the Health Department assist with Rodent Control?

- Inspecting residential properties for rodent activity and providing residents with information on how to prevent rodent attraction.
- Inspectors can cite property owners/tenants to correct problems areas.
- Enforcement of pest control requirements prior to and during demolition projects
- Developing educational resources and doing outreach

Sincerely



Andy Cambi
Director of Public Health

December 7, 2022

To the City Council of the City of Pittsfield

The undersigned respectfully

A request for Director Cambi to address the City Council on the driving contributors to rats in these areas, and adding information onto the city website to inform residents on best practices and how to report incidents to the health department.

I have received multiple complaints of rats in the Morningside Area; Lincoln St., Second St., Cherry St. area. I've also had complaints in the area of Highland Ave. Some homeowners are not aware of what to do in these circumstances and how or when the Board of Health gets involved.

Does the city have a program to eliminate rats around the city?

Respectfully submitted,

Karen Kalinowsky
Councilor At-Large

Charles Kronick

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2022 DEC -7 PM 2:54



CITY OF PITTSFIELD

OFFICE OF THE CITY SOLICITOR, CITY HALL, 70 ALLEN STREET, SUITE 200, PITTSFIELD, MASSACHUSETTS 01201

TEL (413) 499-9352

FAX (413) 499-9354

February 9, 2023

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

Dear Councilors:

On January 24, 2023, a petition from Councilor Kronick to accept MGL Chapter 41, Section 98C to require police officers on active duty wear a badge, tag or label which identifies him by number was referred to this office with a copy to Chief Wynn. Chief Wynn's review of the petition, MGL Chapter 41, Section 98C and the Department's Manual of Rules and Regulations is attached.

The department's currently issued uniforms and outer vests do include the officers' names. As a result, accepting MGL Chapter 41, Section 98C would be superfluous and could result in members of the public having less direct information about an officer – a number- rather than a name.

Respectfully,

A handwritten signature in black ink, appearing to read "Stephen Pagnotta", is written over a circular stamp that is partially visible.

Stephen Pagnotta

SNP/hlg



CITY OF PITTSFIELD
POLICE DEPARTMENT

DEPARTMENT MEMORANDUM

TO: City Solicitor Steven Pagnotta

FROM: Michael Wynn
Chief of Police

C: Solicitor's Office
City Clerk's Office
Mayor Linda Tyer

RE: Council Petition Regarding MGL Chapter 41, § 98C

DATE: February 9, 2023

Attorney Pagnotta:

As we discussed by telephone, I have reviewed the petition submitted by Councilor Charles Kronick, requesting that the City adopt MGL Chapter 41, § 98C, requiring police officers to wear a badge or tag of numeric identification. Since Clerk Benjamin's e-mail indicated that the Council referred this petition to you, I am directing this response to you.

Councilor Kronick's petition misrepresents my statement at the cited November City Council meeting that our current policy adheres to MGL, § 98D. I stated that the law requires officer to carry an identification card and produce it upon request. I did not address any Department policy or directive.

The Department's Manual of Rules and Regulations, reissued in 2020, contains Rule 7.4:

RULE 7.4 - IDENTIFICATION Officers shall properly identify themselves to any person requesting this information, while they are on duty, except when the withholding of this information is necessary for the proper performance of police duty, when it might jeopardize the physical safety of a Department employee, or when authorized not to do so by proper

"DEDICATED TO EXCELLENCE"



CITY OF PITTSFIELD POLICE DEPARTMENT

DEPARTMENT MEMORANDUM

authority. Under M.G.L. Chapter 41, section 98D, every full time police officer is required to carry an official identification card to be shown to the public upon lawful request.

This rule already required Department personnel to identify themselves verbally and by producing their Commonwealth issued identification card.

Additionally, Department Policy and Procedure 4.13: Police Identification was issued in 2011, mandating the carrying and display of these cards upon request. An examination of Department internal affairs records dating back to 2010 has found four instances where a complainant alleged that a department member failed to properly identify themselves. One of these complaints was filed, due to lack of cooperation by the complainant. In two cases, the officer was exonerated when it was shown that they did in fact identify themselves. In one case the allegation was sustained and the officer was disciplined.

Finally, it should be noted that the requested statute, MGL Chapter 41, § 98C, specifically applies to departments where the officers do not wear identification that identifies them by name. This does not apply to the Pittsfield Police Department. All of our currently issued uniforms are provided with permanently embroidered name tapes over the right breast pocket. Our outer vest carriers also have embroidered name tapes over the right breast pocket. We eliminated the last remaining legacy uniforms several years ago. The only times that an officer's name tapes would not be visible is when they are on a plainclothes assignment or when they have cold-weather gear or rain gear over their uniform. Those instances are covered by the above reference directives.



"DEDICATED TO EXCELLENCE"



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2023 JAN 18 PM 1:20

January 4 20 23

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Honorable members of the City Council,

We request that the City of Pittsfield accept Massachusetts General Law Chapter 41 section 93C and add to the Pittsfield City Code Chapter 18-14 the following:

"Any uniformed police officer while on active duty shall wear a badge, tag or label which identifies him by number."

M.G.L. Chapter 41.98C states that if an officer does not bear a badge or identification that identifies by name, then he must wear a badge or tag of numeric identification. As the authors of 98C leave adoption up to the discretion of the City with the phrase, "any city or town which accepts the provisions of this section", we propose that the City Council adopts this provision.

Police Chief Wynn stated in November 2022, that current policy adheres to 41.98D. Officers shall display identification cards on lawful requests, and we agree it is reasonable to protect an officer's personal identification. The current policy requiring one to request identification, though generally acceptable, presumes both that the public has the confidence to make that request and is also informed of Chapter 41-93D. That assumption is tenuous and would be unnecessary with adopting this request. By accepting 41-93C, we both protect the privacy of our officers and secure the public's trust in them.

M.G.L. Chapter 41 Sections 93C-D:

Section 98C. In any city or town [adopting city council] which accepts the provisions of this section no uniformed police officer, and no other uniformed person empowered to make arrests, employed by such city or town shall be required to wear a badge, tag or label of any kind which identifies him by name, but any such officer or other person employed by such city or town who does not wear any such badge, tag or label shall wear a badge, tag or label which identifies him by number.

Section 98D. Each city or town sh. ordinance all issue to every full-time police officer employed by it an identification card bearing the officer's photograph and identifying information. The secretary of public safety and security may adopt regulations relative to the form, content and issuance of such identification cards and to the carrying thereof by municipal police officers. Such identification card shall be carried on the officer's person and shall be exhibited upon lawful request for purposes of identification.

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleVII/Chapter41/Section98d>

Signed: Charles Ivar Kronick
Charles Ivar Kronick
Councilor, Ward 2

Jacquelyn Sykes
Jacquelyn Sykes



CITY OF PITTSFIELD

OFFICE OF THE CITY SOLICITOR, CITY HALL, 70 ALLEN STREET, SUITE 200, PITTSFIELD, MASSACHUSETTS 01201
TEL (413) 499-9352
FAX (413) 499-9354

February 7, 2023

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

Dear Councilors:

On January 24, 2023, the petition from Councilor Kalinowsky, as amended by the City Council, requesting that the City Council place a ballot question on the November 7, 2023 ballot to remove the existing bike lanes on North Street from Park Square to Wahconah Street was referred to this office.

I have attached a draft petition with a concise summary of the proposed measure.

Respectfully,

A handwritten signature in dark ink, appearing to read "SP", is written over the word "Respectfully,".

Stephen Pagnotta

SNP/hlg

Shall the following measure take effect?

Shall the Department of Public Services, no later than May 1, 2024, return North Street to four (4) lanes of traffic with turn lanes.

- ☐ YES
- ☐ NO

A YES vote will require the City of Pittsfield to remove the existing protected bike lanes from North Street.

A NO vote will allow the protected bike lanes to remain on North Street.



City of Pittsfield

January 15 20 23

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Honorable members of the City Council I would like to submit a petition requesting the City Council place on Tuesday November 7, 2023, ballot; A measure removing the existing Bike lanes on North St. from Park Square to Wahconah Street.

When campaigning over a year ago 90% of the residents and North St. business owners I spoke to were unhappy with the current bike lanes on North St. I asked the Mayor to return North St. to 4 lanes of traffic plus turn lanes after the trial period and she refused.

I am now asking the council to place the question on the November 7, 2023, ballot so the voters can decide if they want to keep the bike lanes on North St. or return North Street to 4 lanes plus turn lanes. If the majority of the councilor's vote in favor of placing the question on the ballot I am requesting this petition to be returned to Attorney Pagnotta for a summary of the measure.

Attached is a copy of the measure from Attorney Pagnota.

Respectfully,

Karen Kalinowsky
City Councilor At-Large



CITY OF PITTSFIELD

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

November 16, 2022

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

Re: Petition re: the request for an honorary way honoring the Reverend Samuel Harrison on
the corner of Third Street and Fenn Street

Dear Councilors:

The Department of Community Development reviewed this request in consultation with the Commissioner of Public Services. We agree that such signage will not be confusing to the public and is an appropriate designation to honor the Reverend Samuel Harrison. The Department of Community Development has no concern over the designation.

The petition does not state the specific naming of the signage (e.g., Rev. Samuel Harrison Way). The Council should clearly state the intended street naming as part of an approval to be directed to the Department of Public Services.

Sincerely,

A handwritten signature in dark ink, appearing to read "Justine Dodds", is written over a light blue horizontal line.

Justine Dodds
Director



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2022 OCT 12 AM 8:44

10/11 2022

To the City Council of the City of Pittsfield

The undersigned respectfully

propose placement of a commemorative street sign on the corner of 3rd and Fenn Streets in honor of the Presbyterian Minister, Reverend Samuel Harrison (1818-1900). Reverend Harrison, a former slave, was a vocal abolitionist and chaplain of the famed 54th Massachusetts Regiment. Among his many accomplishments Harrison collaborated with Massachusetts Governor Andrew petitioning President Lincoln for equal pay for black soldiers. Equal pay for African American soldiers was secured by Congress in 1864.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Charles I. Kronick", is written over a horizontal line.

Charles I. Kronick

Councilor Ward 2



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

January 31, 2022

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

Dear Councilors:

On December 15th, 2021 the following matter was referred to this office:

"That the recent creation of new positions, including but not limited to the Special Projects Manager, appear to be in violation of the City Code. It seems the City did not create any positions by the amending of the "compensation tables" salary schedule. That would only indicate the potential salary range once the position is created. It would seem more specific steps are necessary.

Therefore, I request that this matter be referred to the City Solicitor for a legal opinion as to all the steps necessary to create a new position."

Under the City's Charter, the Administration hires and fires all employees.

The City Council's role is:

- To approve or reject the budget which contains the appropriation funding the position(s);
- To approve or reject the appointment of an individual as a department head (Section 2-10);
- To approve or reject administrative orders submitted by the mayor to create or reorganize city agencies;
- To accept or reject grants which may specifically include funding for personnel to manage the grant or which permit grant funding to be used to hire and pay for personnel to manage the grant.

If the City Council votes to accept a grant which includes funding for personnel or which permits the funds to be used for personnel and expenses to oversee the grant, the management of the grant is within the purview of the administration. Any personnel position created to manage the grant do not require the City Council to raise and appropriate funds.

These are temporary grant funded positions which will end when the grant funds are exhausted.

Respectfully submitted,

Stephen N. Pagnotta
City Solicitor



City of Pittsfield

2021 DEC -8 PM 12:31

December 06 20 21

To the City Council of the City of Pittsfield:-

The undersigned respectfully

That the recent creation of new positions, including but not limited to the Special Projects Manager, appear to be in violation of the City Code. It seems the City did not create any positions by the amending of the "compensation tables" salary schedule. That would only indicate the potential salary range once the position is created. It would seem more specific steps are necessary.

Therefore, I request that this matter be referred to the City Solicitor for a legal opinion as to all the steps necessary to create a new position.

This is very important to clarify because there is a basic principle of municipal law that if all the technical requirements are not complied with by the municipality, money due from and/or paid by the city are subject to being deemed unenforceable or requiring reimbursement to the city even if the recipient has validly provided goods or services.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Kenneth G. Warren Jr.", is written over a horizontal line.

Kenneth G. Warren Jr.
Ward 1 City Councilor Elect



City of Pittsfield

RECEIVED CITY CLERK
CITY OF PITTSFIELD, MA

2022 OCT 12 AM 8:44

10/11 2022

To the City Council of the City of Pittsfield

The undersigned respectfully

propose that a committee be formed by the City Council whose goal is to present to the Council and Mayor a design and funding plan for the erection of a statue on the Tyler Street circle of the esteemed Reverend Samuel Harrison (1818-1900). This statue will pay long overdue honor to the significant contributions of the Reverend to the struggles to overcome the legacies of slavery in our Nation. Further, it will have numerous other benefits such as increasing general pride in our City by honoring the contribution of blacks to our City and Nation, encouraging the study of history and its intersection with art by our children, bringing regional and National attention to Pittsfield and finally serve as a lovely crown for the Tyler Street renovation project.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Charles I. Kronick".

Charles I. Kronick

Councilor Ward 2



City of Pittsfield

January 30, 2023

To the City Council of the City of Pittsfield: —

The Committee on

to whom was referred the

A petition from Councilor Warren requesting to amend City Council Rule 26

the petition be approved as amended.

Voted unanimously 3/0

having considered the same, report and recommend that

To delete the sentence: "The Vice-President's duties shall... temporary period of time."

To add the designation 26A for Standing Committees

To add 26B SPECIAL COMMITTEES to read: "The City Council may establish special committees for the purpose of considering a particular policy or issue or for other purposes. Such committees may make recommendations and may sponsor ordinances, resolutions or other matters. Such committees may be created by resolution approved by simple majority vote of a quorum. The resolution shall specify the composition and scope of the special committee. No such committee shall exist beyond the current term of the Council. The Council President shall appoint all members to such committees and may appoint members of the public who are residents of the City of Pittsfield. Special Committees shall elect their own Chair and other officers from among those appointed. At the first meeting, the person whose appointment was first announced by the Council President shall serve as temporary Chair until elections occur.

Petition amended from "requiring 2/3" to "simple majority" vote of a quorum

Respectfully submitted,

Peter T. White, Chair

Chairman



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2022 NOV -8 PM 11:56

November 02 20 22

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that the City Council amend City Council Rule 26 (which is attached as Exhibit A) as discussed below.

The first paragraph should be amended by removing the first sentence as indicated below and adding the designation "A" followed by "**STANDING COMMITTEES**" to separate standing committees from a section to be added dealing with special committees:

~~The Vice-President's duties shall include serving as President in the absence of the President or in the event of the President's disability for a temporary period of time.~~ A. The following standing committees shall be appointed by the President, namely:

RATIONALE: the language dealing with the Vice President's duties does not logically belong in this role nor is relevant to the issue of City Council committees. Finally, the exact sentence is found as the last sentence in **Rule 1**.

The separate sections dealing with all the standing committees should then follow the 1st paragraph without change.

A second paragraph should be added dealing with "**SPECIAL COMMITTEES**". It should follow the designation "B". It should contain the following language:

SPECIAL COMMITTEES. The City Council may establish special committees for the purpose of considering a particular policy or issue or for other purposes. Such committees may make recommendations and may sponsor ordinances, resolutions or other matters. Such committees may be created by resolution approved by a two-thirds vote of a quorum. The resolution shall specify the composition and scope of the special committee. No such committee shall exist beyond the current term of the Council.

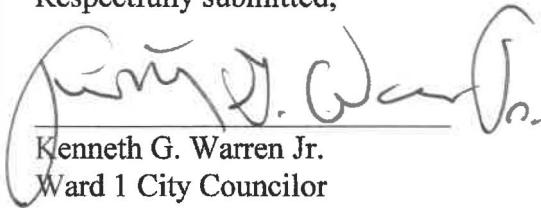
The Council President shall appoint all members to such committees, and may appoint members of the public who are residents of the City of Pittsfield. Special Committees shall elect their own Chair and other officers from among those appointed. At the first meeting, the person whose appointment was first announced by the Council President shall serve as temporary Chair until elections occur.

RATIONALE: it seems that there is confusion as to how the City Council establishes special committees to assist it in carrying out its responsibilities. It appears to be so confusing that it was overlooked at the beginning and was not addressed when raised in the independent audit decision.

Traditionally, no member of a City Council, even a presiding officer, is authorized to create a committee on behalf of the City Council without express authorization in the rules or by vote of the legislative body. This expressly reiterates the traditional procedure. It also addresses some specifics about how many votes are needed to establish a special committee and who the members shall be. Obviously those choices are open to debate and discretion of the members to determine. I made a choice for discussion.

Always remember government is based on principle and procedure not on personality.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Kenneth G. Warren Jr.", is written over a horizontal line. The signature is fluid and cursive, with a large initial "K" and a stylized "W".

Kenneth G. Warren Jr.
Ward 1 City Councilor

EXHIBIT A

Rule 26. The Vice-President's duties shall include serving as President in the absence of the President or in the event of the President's disability for a temporary period of time. The following standing committees shall be appointed by the President, namely:

(1) Finance, consisting of five Councilors, who shall act upon such matters relating to the finances of the City, accounts, appropriations, and salaries, which may be referred to it, in addition may examine all bills against the City presented for payment, and that said Committee also serve as the "Ways and Means Committee" who shall determine where monies will come from before any approval of orders or appropriations for funds. In addition it shall review the yearly audit in an exit interview with the external auditor; review quarterly the resolution of any recommendations and/or reportable conditions noted in the management report; review quarterly the actual expenses and income versus budget; and act on all other matters referred to it by the City Council.

(2) Public Services and Utilities, consisting of five Councilors, who shall act upon matters relating to streets, highways, sidewalks, sewers, water, fuel, street lights, bridges, culverts, paving, public property, electric wires and poles, which may be referred to it.

(3) Public Safety and Health, consisting of five Councilors who shall act upon matters relating to the Fire Department, Police Department and Board of Health, which may be referred to it. In addition, it shall be the responsibility of the Public Safety and Health subcommittee, together with the Board of Health, and in collaboration with the Massachusetts Department of Environmental Protection, the Massachusetts Department of Public Health, and the United States Environmental Protection Agency, to conduct annual updates in September regarding the monitoring protocols, monitoring outcomes, and upcoming activity associated with OPCA 71 (a/k/a Building 71) and OPCA 78 (a/k/a Hill 78) which are located on property owned by General Electric and abutting Allendale Elementary School.

(4) Committee on Ordinances and Rules, consisting of five Councilors, who shall act upon all rules, ordinances, resolutions, and enrolled ordinances, which may be referred to it. In addition, the Committee shall review any matters sent to them to determine if the jurisdiction and purview of the City Council make it appropriate to have the matter before them.

(5) Public Buildings and Maintenance, consisting of five Councilors who shall act upon matters relating to all municipal public buildings and the maintenance of all public facilities, which may be referred to it.

(6) Community and Economic Development, consisting of five Councilors, who shall act upon all matters relating to community and economic development which may be referred to it, and to include as its major responsibility job creation.

(7) Committee of the Whole, consisting of the entire Council, who shall act on all matters referred to it. Committee of the Whole budget hearings can only be held during the evenings on Mondays through Thursdays. The initial budget meeting cannot be held sooner than seven (7) days after the City Council has been presented the budget by the Mayor.



City of Pittsfield

January 31, 2023

To the City Council of the City of Pittsfield: —

The Committee on

to whom was referred the

A petition from Councilor Warren requesting to add an additional rule designated as Rule 1F

having considered the same, report and recommend that

the petition be approved as amended.

Voted unanimously 3/0

Rule 1F to read: All sessions of the city council and of every committee or subcommittee of the council shall, at all times, be open to the public, unless otherwise specified by law.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Peter T. White".

Peter T. White, Chair

Chairman



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2022 NOV -8 PM 11:56

November 02 20 22

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that the City Council amend the City Council Rules by the addition of a rule designated as Rule 1F as described and discussed below.

1. Proposed Language:

Rule 1F. All sessions of the City Council and of every standing committee, special committee, or subcommittee of the council, however established, shall, at all times, be open to the public, unless otherwise specified by law.

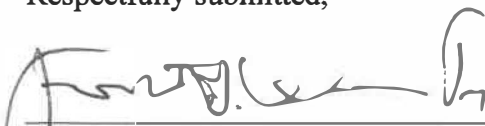
2. **RATIONALE:** The City Charter states and requires as follows:

SECTION 2-6: EXERCISE OF POWERS; QUORUM; RULES
[.....]

(c) Rules of Procedure - The city council shall adopt rules regulating the procedures of the city council, **WHICH SHALL INCLUDE** (emphasis added), but not be limited to, the following rules:
[.....]

(iii) all sessions of the city council and of every committee or subcommittee of the council shall, at all times, be open to the public, unless otherwise specified by law; and [.....]

Respectfully submitted,



Kenneth G. Warren Jr.
Ward 1 City Councilor



City of Pittsfield

January 30, 2023

To the City Council of the City of Pittsfield: —

The Committee on Community and Economic Development

to whom was referred the A communication from Mayor Tyler submitting an Order requesting \$250,000 in Pittsfield Economic Development Funds to assist Electro Magnetic Applications, Inc.

having considered the same, report and recommend that

the Order be approved.
Voted 3-1 with Councilor Kalinowsky
opposed

Respectfully submitted,

Earl G. Persip, III

Chairman



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

January 4, 2023

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

Dear Councilors:

Submitted herewith for your review and consideration is an Order requesting \$250,000.00 in Pittsfield Economic Development Funds to assist Electro Magnetic Applications, Inc. (EMA) with the development of a characterization testing chamber and related equipment. Since 2019, EMA has operated a Space Environment and Radiation Effects (SERE) laboratory with great success at the Berkshire Innovation Center. The laboratory is the only third-party commercial facility of its kind in the world and has established the City and BIC as a hub in the space industry. EMA is now poised to replicate this success in the emerging metalens industry with plans to expand the SERE laboratory at the BIC to include a metalens characterization chamber. This augments the expertise EMA has in test, measurement, and simulation capabilities.

In a unique partnership with the University of Massachusetts Amherst, who will manufacture and design for integrated optics, EMA will evaluate the designs in a real world environment at their laboratory at the BIC. An important part of this expansion is the collaboration with the BIC, UMass, Berkshire Community College and Springfield Technical Community College to create a pipeline of faculty expertise and skilled workers to support this emerging new industry. The City's initial investment in EMA in 2019 has already been rewarded. With 8 full time staff in Pittsfield, new office space in Downtown Pittsfield and an expanded facility at the BIC, EMA has demonstrated an ability to exceed expectations.

The Pittsfield Economic Development funds will directly result in the creation of an additional 8 new full-time jobs with minimum salaries of \$65,000 per job. EMA's plans include an initial capital investment of \$3,000,000. Thank you in advance for your consideration and support of this business and job growth in Pittsfield. Please refer this to the City Council's Committee on Community and Economic Development.

Respectfully submitted,


Linda M. Tyer, Mayor

City of Pittsfield

No. _____

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

IN CITY COUNCIL

AN ORDER

**AUTHORIZING THE CITY OF PITTSFIELD TO USE \$250,000 FROM THE
PITTSFIELD ECONOMIC DEVELOPMENT FUND FOR THE ACQUISITION OF
EQUIPMENT BY ELECTRO MAGNETIC APPLICATIONS, INC**

Ordered:

That the City of Pittsfield is hereby authorized to make an allocation of \$250,000 in Pittsfield Economic Development Funds to be used for the acquisition of equipment by Electro Magnetic Applications, INC. This funding will be secured by a deferred payment, forgivable ten (10) year Promissory Note and appropriate security against the equipment to be acquired.



CITY OF PITTSFIELD

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

TO: Honorable Members of the Pittsfield City Council

CC: Mayor Linda M. Tyer

FROM: Justine Dodds, Director

DATE: January 3, 2023

SUBJECT: Electro Magnetic Applications (EMA)
Mayoral Request for Pittsfield Economic Development Funding

COMPANY BACKGROUND

Electro Magnetic Applications, Inc. (EMA) was incorporated in New Mexico in 1977 by Dr. Rodney A. Perala, a recognized authority in electromagnetic effects. The company is based in Lakewood, Colorado. In its early years, EMA focused on the effects of nuclear weapon induced ionizing and non-ionizing radiation on a wide variety of military and civilian systems as well as lightning effects on systems. These efforts included the analysis, hardening and testing of systems such as the Space Shuttle, military and civilian aircraft, missiles, ships, tanks, and armored personnel carriers, as well as strategic and mobile Command, Control and Communication (C3) facilities. These activities were carried out both in the USA and in Western Europe. EMA expanded its focus to commercial applications of electromagnetics, including full size aircraft and ground-based systems, such as railroad signal and communication systems. EMA developed a user-friendly EM simulation software that is widely utilized as well as a providing a wide range of consultant services on electromagnetic R&D matters.

In 2019, existing staff members Cody Weber, Matt Miller and Tim McDonald purchased EMA from Dr. Perala and EMA established an office and facility in Pittsfield at the Berkshire Innovation Center. At the BIC, EMA operates the world's first commercial third-party space radiation effects test facility. EMA has been performing test and measurement programs in its facility for NASA, major Department of Defense prime contractors, and international space agencies. EMA designed and built this globally unique capability (and manufactured much of the equipment needed to realize this facility) thanks in large part to previous support provided by M2I2, NASA, the National Science Foundation, and the City of Pittsfield.

In 2019, EMA had one full time staff in Pittsfield. This has grown rapidly to 8 full time staff, all of whom are highly regarded experts in various aspects of electromagnetic

effects and space radiation and many of whom have been relocated from outside the state due to the unique nature of the business.

EMA is poised to further expand its current test, measurement and simulation capabilities to service a rapidly growing new industry, metalenses. Metalenses are ultrathin planar lenses comprising nanofeatures that efficiently diffract light. These next generation lenses possess additional degrees of freedom compared to traditional optical elements. They can be designed to achieve any desired amplitude, phase, or polarization distribution while eliminating the bulkiness of traditional optics. This allows for vastly increased utility and function in a substantially lighter and smaller volume. Metalenses are currently being used in Augmented Reality/Virtual Reality, radar applications, terrain mapping, imaging and medicine.

EMA is partnering with the University of Massachusetts Amherst, who has deep expertise in the advanced optic technology, including metalens and integrated optics design and testing. UMass Amherst is establishing an additive manufacturing and design and test facility for these advanced optical components. EMA will then evaluate these designs in real world and other environments. To perform this work, EMA plans to invest \$3,000,000 to construct a metalens characterization chamber and lab at the BIC over the next three years.

Massachusetts is uniquely positioned to lead this industry transformation. The Commonwealth possesses a powerful consortium of legacy precision optics companies, academic centers of excellence in emerging optics designs (spawning innovative startups), and an internationally unique test and simulation capability for various harsh environments. By capitalizing on the existing talent and expertise across the Commonwealth, this project will establish a powerful ecosystem that will become a global leader in the production and evaluation of metalenses, nanostructures, and the ability to evaluate their properties and behaviors in nearly any operating environment.

New technologies and markets require a new labor force and new expertise. There are currently several programs of study in the commonwealth, namely the Advanced Manufacturing curricula at Berkshire Community College (BCC) and the Optics and Photonics curricula at Springfield Technical Community College (STCC). A key part of this collaboration is the expansion and evolution of these programs. EMA, UMass, the Berkshire Innovation Center, STCC and BCC are partnering to create a pipeline of faculty expertise and program expansion. BCC has committed to sending 3-5 existing faculty to UMass for professional development and workforce training to expand their capability in expertise through this program. Staff in the educational sector have very limited means for professional development, especially in emerging areas of science. This has created a gap in the ability for the region to produce skilled workers and in-state expertise needed to support these areas. This partnership will close that gap. After expertise is developed, the participating faculty will develop course modules to enhance their existing manufacturing, additive, and engineering courses that integrate the manufacturing facility at UMass in Amherst and EMA's facility at the Berkshire Innovation Center. Mapping module outcomes to skills and competencies that are identified by industry is a major role played by the BIC and will ensure the academic quality and professional relevance of the project. As this process matures, it will

culminate in stackable pathways from BCC education and Certificate/Associate's degree courses through to UMass for continuing education and possibly complementary four-year degrees. This same model is being deployed for STCC.

The Berkshire Innovation Center is a key partner in this project. EMA will be allocating \$150,000 over the course of this program to establish and support an Academic Liaison to coordinate and support the partnerships with BCC, STCC and others. This includes helping to develop academic modules, integrating projects and research with BIC assets, EMA's capabilities, UMass' capabilities, and more. The BIC will serve as the hub and focal point of this project, with EMA's test capabilities being exclusively located in Pittsfield at the BIC.

The partnership represents a unique public and private collaboration and will enable Massachusetts based metalens, optics and coatings manufacturers to qualify parts for use in aerospace and defense platforms and to measure their characteristics, performance over time, aging and process impacts. These capabilities are directly applicable to thin coatings heavily used in automotive radar and many military and defense applications. It will provide a major economic and technological impact to MA based companies and establish the Commonwealth and Berkshire County as a hub for innovation and cutting-edge research.

PROPOSED BUSINESS ASSISTANCE

In 2019, EMA received assistance from the City to establish their space effects testing facility in Pittsfield. EMA received a five (5) year TIF for the forgiveness of a portion of the company's personal property tax liability owed to the City. EMA also received state tax credits through the Massachusetts Economic Assistance Coordinating Council for state tax credits. In November of 2019, the City Council awarded \$ 140,000 in funding from the Pittsfield Economic Development Fund to support EMA with the purchase of a high vacuum chamber equipped with radiation sources to mimic the space environment and instrumentation to measure the effects of this simulated environment on materials and components. The company committed to adding one new employee per year in Pittsfield over a four-year period of time for a total of 6 employees in Pittsfield. These positions were to consist of a mix of scientists and technicians with an average starting salary of \$60,000 plus benefits. This funding was secured by a ten (10) year priority security interest in the chamber. Over the past three years, EMA has exceeded the goals set for them in 2019. They currently have eight full time employees working in Pittsfield, all of whom have an average starting salary above \$60,000 per year. EMA has expanded into office space at 66 West Street in downtown Pittsfield, while keeping the Space Environment and Radiation Effects (SERE) lab at the BIC.

The Mayor has proposed \$250,000 from the Pittsfield Economic Development Fund to support EMA in their further expansion at the BIC and the creation of the characterization chamber and lab. The required Director's review of this request follows below.

Company Commitments

The company is proposing to expand their testing facility space in Pittsfield at the BIC. City funds will support the purchase of a Focused Beam System and Sputtering/Deposition system. The estimated cost of this equipment is \$446,000 for a Focused Beam System, contaminant and characterization system.

In addition to the eight full time employees currently employed in Pittsfield, the company commits to adding eight additional jobs in Pittsfield for a cumulative total of 16 full time staff in Pittsfield. This staff will consist of a mix of scientists and technicians with a minimum starting salary of \$65,000 plus benefits.

Proposed Funding Structure

The Mayor has proposed the following structure for up to \$250,000 in funding to be provided from the City's Economic Development Fund:

\$150,000 – This portion of the funding is to be used toward the purchase of a Focused Beam System and a Sputtering/Deposition system. Funds will be disbursed upon the execution of a purchase order.

\$50,000 – Funds to be released six months after EMA documents three new jobs, for a cumulative total of eleven full-time employees in Pittsfield, with minimum salaries of \$65,000 per job plus benefits, if accomplished not later than December 31, 2026.

\$50,000 – Funds to be released six months after EMA documents five new jobs, for a cumulative total of 16 full-time employees in Pittsfield, with minimum salaries of \$65,000 per job plus benefits, if accomplished not later than December 31, 2032.

This funding will be secured by a ten (10) year priority security interest in the lens characterization equipment and laboratory to be acquired by EMA. In addition, the Pittsfield Economic Development Funding would only be released if and when the conditions set forth above are satisfied.

For ten years, EMA will provide an annual report to the City due by January 31 of each calendar year, summarizing its accomplishments during the prior calendar year and documenting that it is in good standing and not in violation of any financial covenants or agreements with any financial institutions or any governmental entity. The City will also maintain the right to verify at EMA's expense, EMA's business records, including but not limited to payroll records, job descriptions, unaudited and audited balance sheets and statements of income, changes in stockholder's and members' equity and cash flow, and federal and state tax returns for a ten (10) year period.

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

- ◆ EMA relocates the equipment out of the City within ten (10) years of the City Council's approval of funding;

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

COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

As required by City Council Rule 38, I am providing the following supporting narrative to the Mayor's request for Pittsfield Economic Development funding for EMA. My department, with the assistance of a representative from the Board of the Pittsfield Economic Revitalization Corporation, reviewed the structure of the organization, financial information for the past three years, and information regarding their expansion plans. The Mayor's proposal has been structured to recognize, encourage and incentivize the continued expansion of company operations in Pittsfield at the Berkshire Innovation Center. Our review indicates EMA has the financial and technical ability to successfully complete their capital investment and business expansion plans in Pittsfield.

Financial Capacity

The company has been profitable for the past three years, with gross revenues approaching \$7 million in 2021. Much of the company's current revenue stream is generated from the development, application and licensing of modeling software, testing applications, and consulting services to governmental entities such as NASA and the space industry. Based on information reviewed, the company's current backlog meets or exceeds revenue needs for the next 18 months.

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

Since locating their Space Environment and Radiation Effects (SERE) facility at the Berkshire Innovation Center in 2018, EMA has become a center for excellence for space radiation effects. The facility at the BIC is the only third-party commercial space radiation effects facility in the world. With eight full time staff in Pittsfield, all of whom are industry leaders and possess advanced degrees in specialized areas, EMA has outgrown its current space, moving their business operations to downtown Pittsfield and expanding their current space at the Innovation Center.

As part of this new expansion, EMA has established a unique partnership between UMass Amherst and Berkshire Community College. This partnership will establish a professional development program for BCC staff and a manufacturing course work/curriculum in this emerging technology at UMass Amherst, with EMA providing measurement and testing. It will also catalyze collaboration among UMass Amherst, EMA, Springfield Technical Community College (STTC), and Berkshire Community College (BCC) to deliver cutting edge curriculum and real-world experience to students

at those institutions majoring in Optics, Photonics, and Advanced Manufacturing. These activities will help prepare the students to meet the growing and unmet need for a trained workforce in these areas either directly prior to moving to industry or indirectly by preparing them for continued study at four-year institutions. Critically STCC and BCC serve large populations that are underrepresented in STEM fields and/or first-generation college students. These activities will help recruit students to augment and diversify the work force. Further, the lesson plans and demonstrations can be modified to be accessible to high school and middle school students. EMA plans to use its access to faculty, students, and post-docs to provide outreach to high school students, particularly at Taconic High School.

Other Eligibility Criteria

Job Creation – one new job per year over the next eight years in addition to the eight positions currently located in Pittsfield, the funding equals \$31,250 per job created, below the maximum of \$35,000 allowed by the City Council's Rule 38.

Investment and leveraging potential of the project – the potential to locate this cutting-edge science and technology-based company in the city and at the BIC, help the BIC achieve its goals as well as establishing the city and region as an innovation hub.

As predicted in the 2019 DCD Directors' report, the initial investment in the chamber has resulted in a high demand for EMA's services and capital investment in Pittsfield. Known globally as having the world's foremost expertise in space effects, electromagnetic effects and test, measurement and simulation, EMA now exceeds the size and capabilities of internal groups at major industrial companies and has become an electromagnetic effects provider for the world. The proposed expansion continues this forward progression.

EMA's presence in Pittsfield also creates an unlimited potential to attract other related companies and innovations to the city, particularly if the BIC is able to establish itself as a hub of innovation in the emerging metalense industry. Based on their previous experience with similar aerospace related initiatives, EMA's presence in Pittsfield will attract other related companies to the BIC, city and region. As we have seen between 2019 and the present day, EMA has already outgrown their original space at the BIC. The space effects testing facility and this new lens characterization chamber and lab will be moving into a larger space at the BIC, which will free up space within the BIC for other emerging innovation activities and businesses.

EMA has demonstrated that projects from all over the world have come to Pittsfield, many of the customers utilizing the environment effects testing chamber travel to Pittsfield to witness the testing, providing a secondary benefit to the city's and region's economy.

This investment is consistent with the city's objective of supporting the expansion of the innovation technology sector and offers the opportunity to provide the BIC who already has a presence in the emerging space industry due to EMA another foothold in the emerging metalenes, optical coating and surfaces and related technologies industry.

EMA is investing \$3,000,000 to construct the characterization chamber and lab over the next three years. The company continues to actively seek state and federal contracts to assist in achieving its goals and vision for the Pittsfield facility. These include state funding in the amount of \$6 million through MassTechnology, with an anticipated award in 2023.

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



City of Pittsfield

FEBRUARY 3, 2023

To the City Council of the City of Pittsfield:—

The Committee on FINANCE

to whom was referred the COMMUNICATION FROM MAYOR TYER SUBMITTING AN ORDER TRANSFERRING \$465,711.00 FROM WATER ENTERPRISE RETAINED EARNINGS TO THE FY 23 DPU WATER OPERATING BUDGET TO PAY CURRENT FISCAL YEAR EXPENSES IN ACCORDANCE WITH M.G.L. CHAPTER 44, SECTION 64.

having considered the same, report and recommend that IT BE APPROVED. 5-0.

COUNCILORS MARCHETTI, CONANT, PERSIP, KRONICK AND KALINOWSKY ALL IN FAVOR.

Respectfully submitted,

Chairman.



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

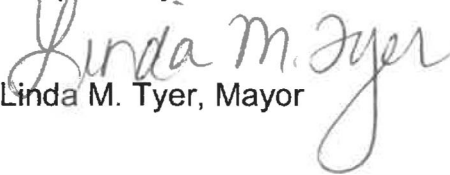
January 18, 2023

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 transfer \$465,711.00 from Water Enterprise Retained Earnings to the FY23 DPU Water Operating budget to pay current fiscal year expenses in accordance with M.G.L. Chapter 44, Section 64.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/CVB
Enclosure



CITY OF PITTSFIELD

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

January 17, 2023

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Submitted for your consideration, is an authorization requesting a transfer of \$465,711.00 from water enterprise retained earnings to the FY2023 DPU Water Operating Budget to pay current fiscal year expenses in accordance with M.G.L. Ch 44, Section 64.

The requested funds will be used to supplement a deficit under the chemicals. This deficit comes after an increase in the cost of chemicals after the FY23 budget was approved.

Chemical	Unit Cost			
	2019	2020	2021	2022
Polyaluminum Chloride	\$ 3.00	\$ 3.00	\$ 3.02	\$ 3.72
Sodium Aluminate	\$ 2.98	\$ 3.34	\$ 3.34	\$ 4.85
Sodium Hydroxide	\$ 0.9690	\$ 0.7423	\$ 0.8722	\$ 1.91
Sodium Bisulfite	\$ 1.54	\$ 1.53	\$ 1.59	\$ 2.19
Dry Catyonic Polymer I	\$ 1.84	\$ 2.05	N/A	\$ 14.19
Dry Catyonic Polymer II	\$ 1.80	\$ 1.80	N/A	\$ 14.19
Liquid Sodium Hypochlorite	\$ 0.782	\$ 0.803	\$ 0.83	\$ 2.43
Liquid Chlorine (Ton)	\$ 1,327.00	\$ 1,831.00	\$ 2,238.00	\$ 5,883.00
Liquid Chlorine (Cylinder)	\$ 189.32	\$ 269.22	\$ 309.00	\$ 989.00
Blended Phosphate	\$ 7.10	\$ 7.10	\$ 7.79	\$ 14.90
Aluminum Sulfate	\$ 0.95	\$ 0.95	\$ 1.02	\$ 1.39

Respectfully Submitted,

Ricardo Morales
Commissioner
Department of Public Services & Utilities

City of Pittsfield

No. _____

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

IN CITY COUNCIL

AN ORDER

TRANSFERRING AND APPROPRIATING \$465,711.00 FROM RETAINED EARNINGS- WATER TO THE DEPARTMENT OF PUBLIC UTILITIES WATER DIVISION

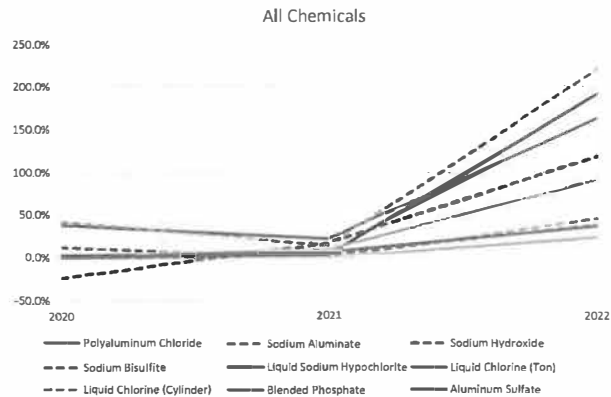
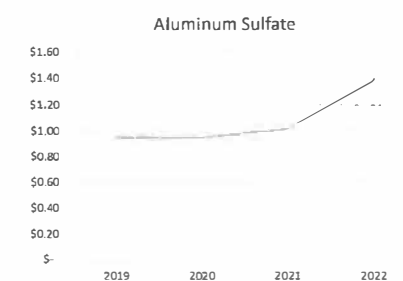
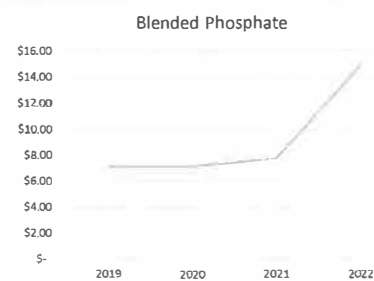
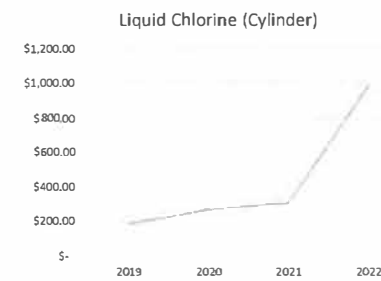
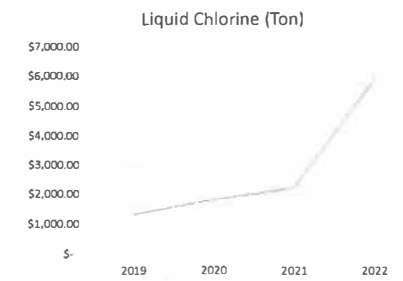
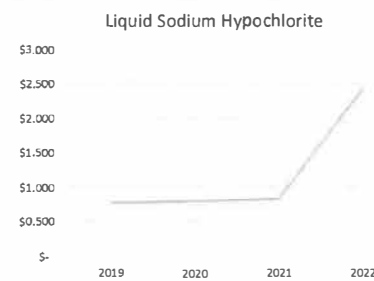
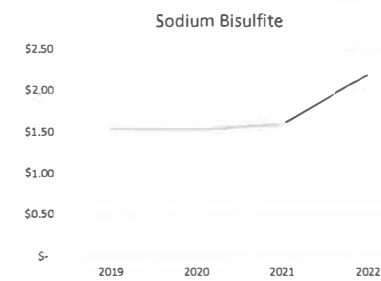
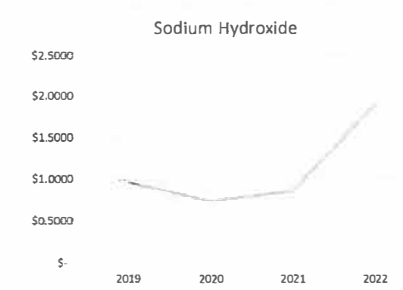
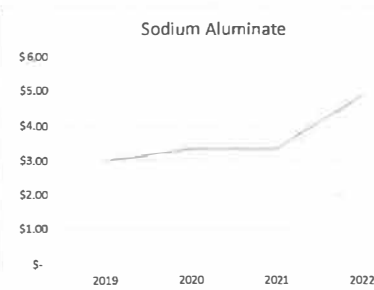
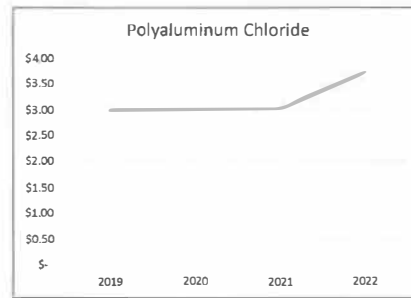
Ordered:

That the sum of \$465,711.00 be, and hereby is, transferred from the Retained Earnings-Water Enterprise and appropriated to an account in the Department of Public Utilities/DPU Water Treatment Division.

TO:	Account No. 60201-55300	Chemical Process	\$465,711.00
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Chemical	Unit Cost			
	2019	2020	2021	2022
Polyaluminum Chloride	\$ 3.00	\$ 3.00	\$ 3.02	\$ 3.72
Sodium Aluminate	\$ 2.98	\$ 3.34	\$ 3.34	\$ 4.85
Sodium Hydroxide	\$ 0.9690	\$ 0.7423	\$ 0.8722	\$ 1.91
Sodium Bisulfite	\$ 1.54	\$ 1.53	\$ 1.59	\$ 2.19
Dry Catyonic Polymer I	\$ 1.84	\$ 2.05	N/A	\$ 14.19
Dry Catyonic Polymer II	\$ 1.80	\$ 1.80	N/A	\$ 14.19
Liquid Sodium Hypochlorite	\$ 0.782	\$ 0.803	\$ 0.83	\$ 2.43
Liquid Chlorine (Ton)	\$ 1,327.00	\$ 1,831.00	\$ 2,238.00	\$ 5,883.00
Liquid Chlorine (Cylinder)	\$ 189.32	\$ 269.22	\$ 309.00	\$ 989.00
Blended Phosphate	\$ 7.10	\$ 7.10	\$ 7.79	\$ 14.90
Aluminum Sulfate	\$ 0.95	\$ 0.95	\$ 1.02	\$ 1.39

Chemical	Percent Gange		
	2020	2021	2022
Polyaluminum Chloride	0.0%	0.7%	23.2%
Sodium Aluminate	12.1%	0.0%	45.2%
Sodium Hydroxide	-23.4%	17.5%	119.1%
Sodium Bisulfite	-0.5%	3.9%	37.7%
Dry Catyonic Polymer I	11.4%		
Dry Catyonic Polymer II	0.0%		
Liquid Sodium Hypochlorite	2.7%	3.9%	190.9%
Liquid Chlorine (Ton)	38.0%	22.2%	162.9%
Liquid Chlorine (Cylinder)	42.2%	14.8%	220.1%
Blended Phosphate	0.0%	9.7%	91.3%
Aluminum Sulfate	0.0%	7.4%	36.3%



City of Pittsfield
IFB #22-041 - 2023 Chemicals for DPU

RESULTS

Bidder	Polyaluminum Chloride	Sodium Aluminate	Sodium Hydroxide	Sodium Bisulfite	Liquid Sodium Hypochlorite	Liquid Chlorine (ton)	Liquid Chlorine (cylinder)	Blended Phosphate	Aluminum Sulfate	Cationic Polymer I	Cationic Polymer II	Anionic Polymer
Polydyne, Inc											14.27	
Slack Chemical	5.21		3.99			5883.00	989.00	14.90				
Univar USA			1.9976		3.75							
Holland Chemical	3.72	4.85		2.19					1.39			
Clean Waters										16.04	16.04	
Borden & Remington			1.9110		2.4260							
PVS Chemical				5.75								
Shannon Chemical								18.37				
Chemtrade									1.8765			
Marubeni America Corp										14.194	14.194	
Atlantic Coast Polymers										18.10	21.00	13.17



City of Pittsfield

FEBRUARY 3, 2023

To the City Council of the City of Pittsfield:—

The Committee on FINANCE

to whom was referred the COMMUNICATION FROM MAYOR TYER SUBMITTING AN ORDER TRANSFERRING AND APPROPRIATING \$2,000,000 FROM CERTIFIED FREE CASH TO THE GENERAL STABILIZATION ACCOUNT.

having considered the same, report and recommend that IT NOT BE APPROVED. 0-5.

COUNCILORS OPPOSED: COUNCILORS MARCHETTI, CONANT, PERSIP, KRONICK AND KALINOWSKY.

Respectfully submitted,

Chairman.



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

January 4, 2023

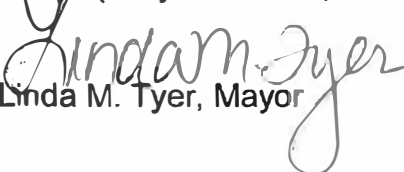
To the Honorable Members of the City Council
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Councilors,

Submitted herewith for your consideration are three Orders:

- An Order transferring and appropriating \$2,000,000 from Certified Free Cash to the General Stabilization Account.
- An Order transferring and appropriating \$2,000,000 from Certified Free Cash to the Public Works Stabilization Account.
- An Order transferring and appropriating \$2,000,000 from Certified Free Cash to the OPEB Trust Account.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/CVB
Enclosure



CITY OF PITTSFIELD

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

December 29, 2022

Honorable Linda M. Tyer, Mayor
City Of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Mayor Tyer:

Submitted herewith for your consideration are three orders transferring and appropriating a total of \$6,000,000 from Certified Free Cash in \$2,000,000 increments to the City's General Stabilization Account, the Public Works Stabilization Account, and OPEB Trust Account.

As you are aware, the Department of Revenue recently certified the City's Free Cash for Fiscal year 2022 in the amount of \$17,130,565. The contributing factors to this unrepresented amount of Free Cash can be attributed to three one-time occurrences. The first is the receipt of the city's allocation of ARPA funds, the second is the payment made by Eversource for its 4 years of unpaid personal property taxes with interest which totaled over \$7.8 million dollars, and the City receiving the final payment for the state for the Taconic High School project with was in excess of \$4.7 million.

To maximize this one-time windfall for the long-term financial benefit of the City and in accordance with the City Use of Reserves Policy, I am proposing to transfer a portion of the Free Cash to the City's two Stabilization Accounts and its OPEB Trust Funds. The transfer to the General Stabilization Account will bring the balance of that account to \$7,069,881. Bringing the General Stabilization Account to this level will assist in advancing the recommendations of both the Department of Revenue and our outside auditors of achieving a total reserve amount between 7 and 10 percent of our operating budget.

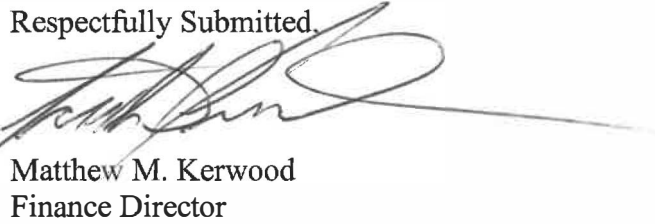
The transfer to the Public Works Stabilization Account would allow the city the option to use those funds with the approval of the City Council to purchase highway equipment and vehicles in lieu of purchasing them through the issuance of debt. This is what did as part of the fiscal year 2023 budget process.

The transfer to the OPEB Trust Fund, will provide a long overdue real investment into this Trust. The balance of the Trust is currently \$307,269. As you are aware, as of June 30, 2022,

the City's unfunded OPEB liability is over \$337 million dollars and while this investment is far from what is truly required it will assist the City in its discussions with Bond rating agencies which have consistently expressed concern about the City's non-action in this area. It is my intention to invest these funds in a manner that creates the best rate of return in accordance with Massachusetts General Law.

I would request that you transmit these Orders to the City Council for its consideration and approval.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read 'Matthew M. Kerwood', with a long, sweeping horizontal line extending to the right.

Matthew M. Kerwood
Finance Director

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

AN ORDER TRANSFERRING AND APPROPRIATING \$2,000,000 FROM CERTIFIED FREE CASH TO THE GENERAL STABILIZATION ACCOUNT

Ordered:

That the sum of \$2,000,000.00 from Certified Free Cash be transferred and appropriated to the General Stabilization Account. (82502)



City of Pittsfield

JANUARY 18, 2023

To the City Council of the City of Pittsfield: —

The Committee on FINANCE

to whom was referred the COMMUNICATION FROM MAYOR TYER SUBMITTING AN ORDER TRANSFERRING
AND APPROPRIATING \$2,000,000 FROM CERTIFIED FREE CASH TO THE
PUBLIC WORKS STABILIZATION ACCOUNT.

having considered the same, report and recommend that IT BE APPROVED. 5-0.

COUNCILORS MARCHETTI, CONANT, PERSIP, KRONICK AND KALINOWSKY ALL IN FAVOR.

Respectfully submitted,

Chairman

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

**AN ORDER TRANSFERRING AND APPROPRIATING \$2,000,000 FROM
CERTIFIED FREE CASH TO THE PUBLIC WORKS STABILIZATION
ACCOUNT**

No. _____

Ordered:

That the sum of \$2,000,000.00 from Certified Free Cash be transferred and appropriated to the Public Works Stabilization Account. (82510)



City of Pittsfield

FEBRUARY 3, 2023

To the City Council of the City of Pittsfield:—

The Committee on FINANCE

to whom was referred the COMMUNICATION FROM MAYOR TYER SUBMITTING AN ORDER TRANSFERRING
AND APPROPRIATING \$2,000,000 FROM CERTIFIED FREE CASH TO THE OPEB TRUST ACCOUNT.

having considered the same, report and recommend that IT NOT BE APPROVED. 2-3

THOSE IN FAVOR: Councilors Marchetti and Persip

THOSE IN OPPOSITION: Councilors Kronick, Kalinowsky and Conant.

Respectfully submitted,

Chairman.

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

**AN ORDER TRANSFERRING AND APPROPRIATING \$2,000,000 FROM
CERTIFIED FREE CASH TO THE OPEB TRUST ACCOUNT**

No. _____

Ordered:

That the sum of \$2,000,000.00 from Certified Free Cash be transferred and appropriated to the OPEB Trust Account. (82600)



City of Pittsfield

January 26, 2023

To the City Council of the City of Pittsfield: —

The Committee on Traffic

to whom was referred the Petition from Councilor Warren requesting to resolve the excessive traffic and speeding on Cromwell Avenue

having considered the same, report and recommend that

the Petition be referred to Sgt. Maddalena and the City Engineer for study

Voted unanimously 4/0

Respectfully submitted,

Mark T. Brennan

Chairman

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA**City of Pittsfield**

2022 SEP 21 PM 1:52

September 20 20 22

To the City Council of the City of Pittsfield:—

The undersigned respectfully

Requests that the City Council refer to Commissioner Ricardo Morales & the Traffic Commission to resolve the excessive traffic and speeding on Cromwell Avenue, a traditional residential street consisting of families with children, homeowners with pets, and senior citizens. The street is an improper shortcut, throughfare, and speedway which unnecessarily impacts and endangers the neighborhood. It also negatively impacts and impedes the upper North Street traffic.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ken Warren", is written over a horizontal line.
Kenneth G. Warren Jr.
Ward 1 City Councilor



City of Pittsfield

January 26, 2023

To the City Council of the City of Pittsfield: —

The Committee on Traffic

to whom was referred the Petition from Rebecca Brien, Downtown Pittsfield, Inc.,
Managing Director, requesting to change parking on North
Street to head-in diagonal

having considered the same, report and recommend that

the Petition be referred to the City Engineer
for study

Voted unanimously 4/0

Respectfully submitted,

Mark T. Brennan

Chairman

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2022 OCT -5 AM 9:20



Downtown
Pittsfield Inc.

Board of Directors

Officers

President: Brandon Huldeen, Barrington Stage Company

Chair: Jess Rumlow, Berkshire Family YMCA

VP Administration: Timothy O'Donnell, The Guardian Life Insurance Company of America

First VP: Michele Butler, David J. Tierney, Jr., Inc.

Clerk: Lindsey Schmid, 1Berkshire

Treasurer: Tim Loehr, Adelson & Co.

Board Members

Wendy Allegrone, Allegrone Construction

Nick Dargi, General Dynamics

JP Galli, Hotel on North

Liam Gorman, CozQuest, LovellLocalBRKS

Chuck Leach, Lee Bank

Gary Levante, Berkshire Bank

Joe Lotano, NBT Bank

Gerry Miller, Carr Hardware

Ricardo Morales, City of Pittsfield

Steve Oakes, Commercial Property Owner

Nicholas Paleologos, Berkshire Theatre Group

Kathie Penna, Mill Town

Eric Pratt, MountainOne Insurance Agency

Nicholas Russo, Berkshire Regional Planning

Jenaye Simon, Greylock Federal Credit Union

Elizabeth Tully, Cohen Kinne Valicenti Cook

Jennifer Vrabel, Berkshire Health Systems

Life Directors

Dave Carver

Peter Lafayette

Gary P. Scarafoni

Steven Valenti

Ex-Officio, City of Pittsfield

Linda M. Tyer, Mayor

Justine Dodds, Director of Community Development

Jen Glockner, Director of Cultural Development

Michael J. Wynn, Chief of Police

Lt. Hill, Pittsfield Police Department

October 4, 2022

Petition to Change Parking on North Street to Head-In Diagonal

On behalf of their members and businesses, Downtown Pittsfield, Inc., would like to request the parking pattern on North St. to be changed to head-in diagonal as the current traffic patterns would allow.

Downtown Pittsfield, Inc. polled members and additional retailers, restaurant owners and residences from the North Street corridor, on road design, parking, and parklets in the downtown area. With 60% of the respondents supporting the change in parking, we believe the increased number of parking spaces would help business and make parking easier, while simultaneously helping to maintain reduced speeds on North Street.

Rebecca Brien

Rebecca Brien
Managing Director
Downtown Pittsfield, Inc.

Office: 413-443-6501

rbrien@downtownpittsfield.com

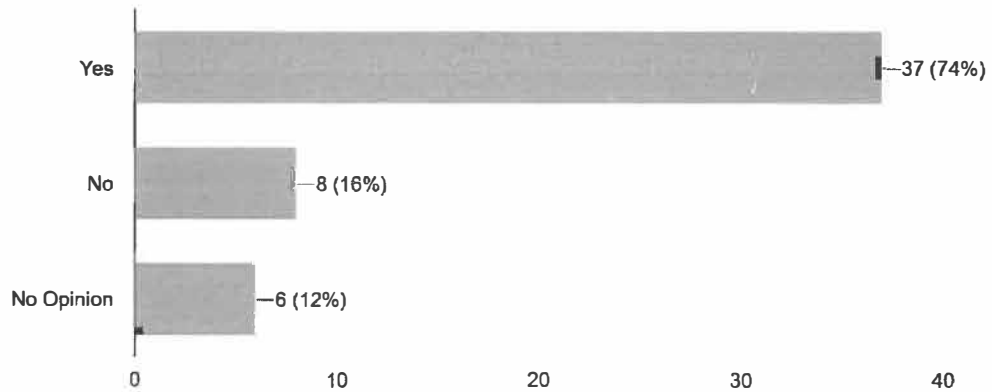
downtownpittsfield.com

Downtown Pittsfield, Inc. – Parking Survey Results

"Parking & Parklets Survey - The answers to these specific questions will allow Downtown Pittsfield, Inc. to draft a petition to the City of Pittsfield and the City Council, asking for change or studies that we feel are needed to improve the district."

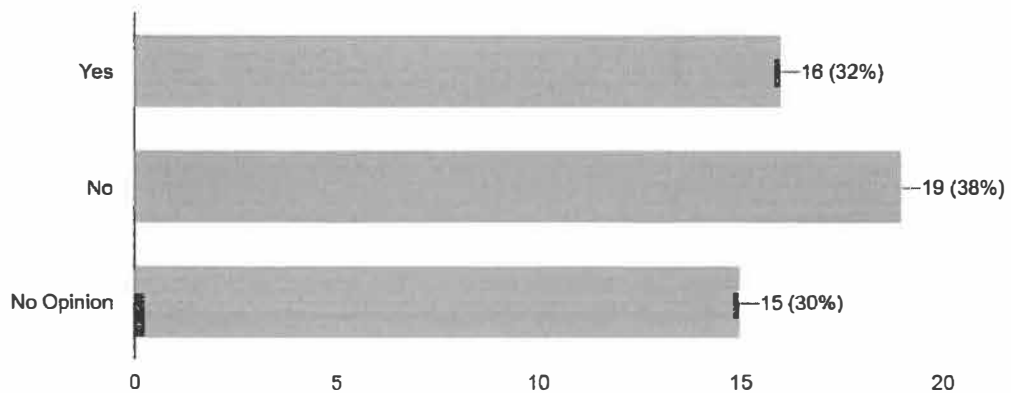
Do you feel traffic speeds have slowed since the bike lanes have been added?

50 responses



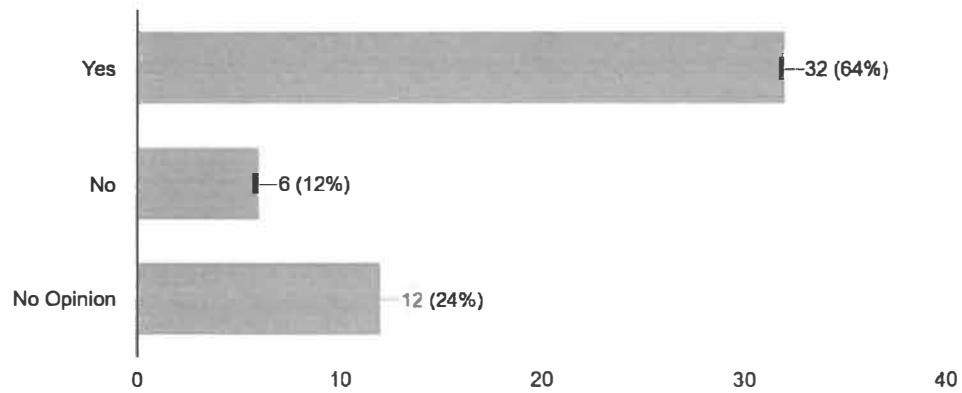
Do you feel the change in traffic patterns have made an impact on your business?

50 responses



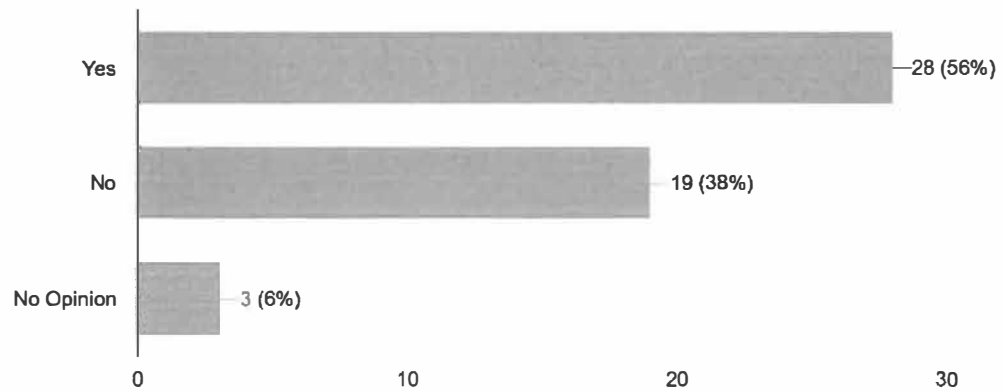
Do you feel additional parking on North Street would improve your business?

50 responses



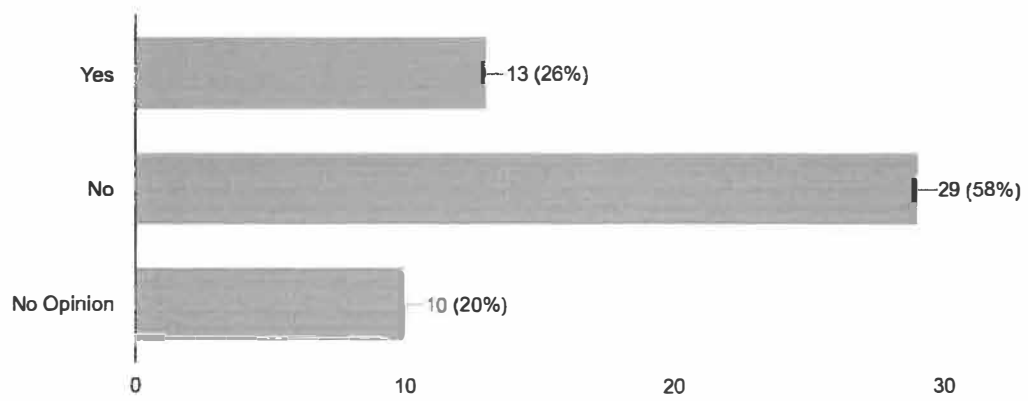
Would you support diagonal parking downtown, if it meant that the bike lanes would be narrowed?

50 responses



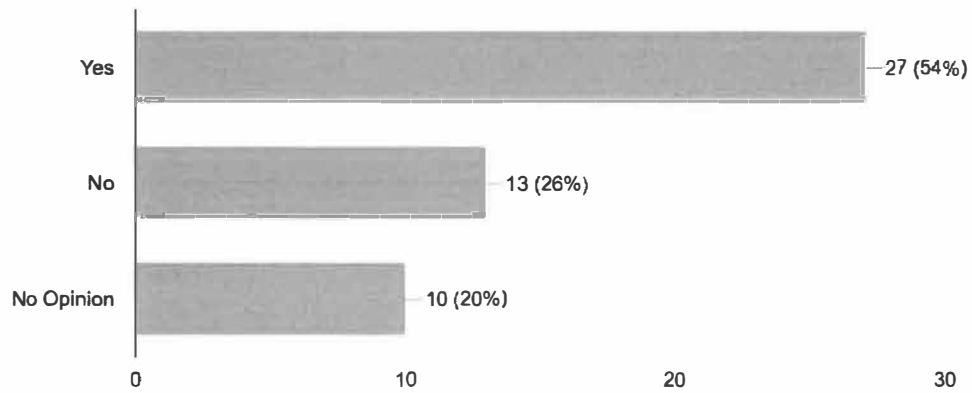
Would you support back in diagonal parking downtown?

50 responses



Would you support more, larger parklets downtown?

50 responses





City of Pittsfield

January 26, 2023

To the City Council of the City of Pittsfield: —

The Committee on Traffic

to whom was referred the Petition from Councilor Kronick requesting a No Parking
Zone from the corner of Lincoln Street and Second Street
to 214 Second Street

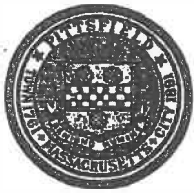
having considered the same, report and recommend that

the Petition be approved to have No Parking
extended approximately 200 feet on the
Eastern side of Second Street from 6 am to
5 pm
Voted unanimously 4/0

Respectfully submitted,

Mark T. Brennan

Chairman



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2023 JAN -4 PM 2:34

January 4 2023

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Honorable members of the City Council,

I am requesting a date certain to be set by the Traffic Commission to review the petition submitted to this Council on May 24, 2022 to accommodate a disabled child on Second Street. The petition, pending referral, follows:

Requesting a no parking zone to extend from the corner of Second Street & Lincoln to 214 Second Street to accommodate a school bus stop for a disabled child residing at 214 Second Street. The bus makes a unique stop at that house to accommodate the disability, but parked cars make it hard and intimidating for the child to negotiate. I propose to prohibit parking there during the school bus pick up and drop off times, between 7:00-9am and 2-4pm.

*Chas. deane McNeill
Councilor, Ward 2
January 3, 2023*



City of Pittsfield

January 26, 2023

To the City Council of the City of Pittsfield: —

The Committee on Traffic

to whom was referred the

Petition from Councilor Kronick requesting a No Parking
Zone from the corner of Lincoln Street and Second Street
to 214 Second Street

having considered the same, report and recommend that

the Petition be placed on file

Voted unanimously 4/0

Respectfully submitted,

Mark T. Brennan

Chairman



City of Pittsfield

May 18 20 22

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Honorable Members of the City Council,

Requesting a no parking zone to extend from the corner of Second Street & Lincoln to 214 Second Street to accommodate a school bus stop for a disabled child residing at 214 Second Street. The bus makes a unique stop at that house to accommodate the disability, but parked cars make it hard and intimidating for the child to negotiate. I propose to prohibit parking there during the school bus pick up and drop off times, between 7:00-9am and 2-4pm.

Charles Kronick

A handwritten signature in black ink, appearing to read "Charles Kronick".

Date

5/18/22



City of Pittsfield

____ February 8 ____ 20 ____ 23

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Honorable members of the City Council I would like to submit a petition requesting the City Council to become the petitioner to remove the special permit requirement for the keeping of six or fewer chickens as indicated by the language below:

Notwithstanding anything in this section to the contrary, the keeping of up to six egg laying chickens in a residential district shall be exempt from the special permit requirement.

Respectfully,

A handwritten signature in black ink, appearing to read "Karen M Kalinowsky", is written over a light blue horizontal line.

Karen M Kalinowsky
City Councilor At-Large



City of Pittsfield

February 06 20 23

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that the City Council act as follows:

1. AGAIN Go on record in opposition to Eversource's November 14, 2022 request for and electric rate increase beginning in January, 2023 to the legal extent possible. (It is believed that the docket number is D.P.U. 22-BSF-B4).
2. Contact the state DPU to notify them of the City Council's continued opposition and our support of the recently established investigation through our Council President. I attach a draft letter based on one sent by state elected officials.
3. Contact Pittsfield's state officials Senator Paul Marks and Representative Tricia Farley-Bouvier as well as the rest of the Berkshire Delegation consisting of Rep. John Barrett and Rep. Smitty Pignatelli to notify them of our position and inquire if there's anything we can do to support their aggressive efforts in ensuring that our residents are not paying unfair utility rates in these difficult times.
4. Ask Mayor Linda Tyer, or her designated representative, the status of our last request.

Respectfully submitted,

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

Kenneth G. Warren Jr.
Ward 1 City Councilor

Cecile M. Fraser, Acting Chair
Department of Public Utilities
One South Station, 5th Floor
Boston, MA 02110

RE: Winter Energy Rate Increases

Dear Acting Chair Fraser,

Several months ago, your agency, the the Department of Public Utilities (DPU) received a letter from many state elected officials including our local Senator Paul Marks and Represenative Tricia Farley-Bouvier regarding our residents deep concerns about the proposed energy rate increases from multiple investor-owned utility companies, including National Grid, Unutil and Eversource. They expressed concerns about the exorbitant rate increases which were being requested as they would cause great harm to our constituents and local business and the Pittsfield City Council also voted on a resolution vocalizing these same issues.

Utility companies cited a myriad of factors that contributed to their request to raise their rates. The focus however for the requested increase centered around the high price of oil and Russia's invasion of Ukraine as well as rising inflation. In the summer of 2022 oil prices reached exorbitant levels, peaking at over \$140 per barrel. However, since the time the DPU approved the utilities' requested rate increases, oil prices have fallen dramatically, trading at \$75 per barrel at the close of the day on January 4, 2023.

Based on various considerations an investigation was recently instituted which we endorse to take immediate action to reassess the recently granted rate increases. With cheaper oil, utility companies have been able to generate extreme profit for themselves at the expense of Massachusetts residents. It is the DPU's duty to protect our citizens from unfair and deeply damaging prices.

Several winter months remain, and it is untenable for our residents and businesses to continue to pay these outrageous and unfair prices for the benefit of utility investors. We urge you to prioritize safety, affordability, and equity for residents across the Commonwealth. Inaction from the DPU on this matter is unacceptable, and we hope you will take the immediate action necessary to protect our residents.

On behalf of the City of Pittsfield we look forward to your response as this matter must be addressed immediately. Thank you for your attention to this request.

Sincerely,



City of Pittsfield

____ February 8 ____ 20 ____ 23 ____

To the City Council of the City of Pittsfield:—

The undersigned respectfully

Request that the Commissioner of Public Services and Utilities explore and implement immediate and long-term traffic solutions that improve pedestrian and driver safety along lower West Street. In light of the recent tragedy, particular focus should be given to traffic slowing measures around the 300 block, improving crosswalk visibility at all locations, and assessing the need for a crosswalk or pedestrian safety signage at Crosby Elementary School and 18 Degrees.

Respectfully submitted,
Dina G. Lampiasi
Ward 6 Councilor



City of Pittsfield

February 8 20 ~~23~~

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that the Commissioner of Public Services and Utilities assess speed concerns from Nottingham Drive to Tor Court, implementing necessary signage and other changes where appropriate.

Respectfully submitted,
Dina G. Lampiasi
Ward 6 Councilor



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2023 JAN 31 PM 12:15

____ January 27 ____ 20 ____ 23 ____

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Honorable members of the City Council I would like to submit a petition requesting a blinking red light or other traffic light configuration be placed at the intersection of Linden Street and Onota Street. Currently the intersection has a three way stop sign in place. I received a request by a resident, Cortney Scarfo, who lives in this neighborhood asking for a blinking red light or some other traffic light. I have put in a request to the PPD traffic division asking for the number of accidents at this intersection in the last 5 years. I request this petition be sent to the traffic commission for consideration.

Respectfully,
Karen Kalinowsky
City Councilor At-Large



City of Pittsfield

February 2 20 23

To the City Council of the City of Pittsfield:-

The undersigned respectfully

The tragic death of Tyre Nichols in Memphis, Tennessee teaches the importance of police intervention when fellow police officers engage in illegal force against civilians. The failure of a police officer to intervene when a fellow police officer is engaging in illegal force can be injurious to the public, or even fatal as was the case with Mr. Tyre Nichols. It is requested and hereby petitioned that the following ordinance be passed as or as amended as thought fit by the Pittsfield City Council to serve its underlying purpose:

“It shall be the duty of any on duty Pittsfield Police Officer to intervene when a police officer in their vicinity, (be they from the Pittsfield Police Department, another municipality’s police department, Massachusetts State Police, or federal law enforcement), engages in unlawful violence against any person so as to result in bodily injury or substantial physical pain. Failure to intervene by any on duty Pittsfield Police Officer in the unlawful use of force resulting in an injury or substantial physical pain to another may be a basis for dismissal from the Pittsfield Police. This ordinance shall not apply to volunteer, auxiliary police.”

A handwritten signature in black ink, appearing to read "Rinaldo Del Gallo, III".

Rinaldo Del Gallo, III



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2023 FEB -3 PM 12:26

Feb 3rd 20 23

To the City Council of the City of Pittsfield:-

Greeting City Council,

The undersigned respectfully

This petition is a request to review Indemnification Clauses that are written into City contracts for the purpose of "protecting" the city from any damages or losses that are incurred in connection with a construction job. A construction contract indemnification clause is one that discusses who is responsible for the damages or losses that are incurred in connection with a construction job, and provides one party security against losses (City of Pittsfield) while the contracted entity (a specific case to LB Corp), accepts liability for any claims. Losses, demands, or lawsuits that result from any deficits in the contractors work.

In regards to LB Corps contract with the City of Pittsfield, referred to as Street Improvements, contract No. 22-034, from May 4th, 2023, see actual indemnification clause below from this contract;

ARTICLE XVII - INDEMNIFICATION

Contractor shall indemnify and hold harmless the City, its departments, employees and agents from and against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City, its departments, employees and agents may sustain, incur or be required to pay, including the cost of attorneys' fees, arising out of or in connection with the performance of this contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its employees, agents, Subcontractors, servants, or anyone directly or indirectly employed by any of them.

Please note that negligence is the performance of this contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its employees, agents, Subcontractors, servants, or anyone directly or indirectly employed by any of them. The consideration being asked for is that over this past summer/2023, Roselyn Drive, while being repaved, had exposed manhole covers (15 total) for a period of time that exceeded 2 ½ months and no exercise of proper care and diligence was demonstrated by LB Corp. that could have prevented property loss/damages. No reflective cones, barrels or signs were used to highlight Roselyn Drives hazards with the only intervention being orange fluorescent painted manhole covers, which was wearing off during the summer months (June, July and August). It is also noted that Visibility via the painted manhole rims should not be interpreted as being avoidable on a residential street, 2 way traffic, with cars parked on both sides of the street.

The request is to address the indemnification definition on City contracts, for the purpose of the City involving itself with claimants as a result of negligence, and will demand and enforce the indemnification clause with the Contractor in the process of representation for the claimant while pursuing claim for damages as agreed upon in the contract. The City, through indemnification may not be liable for damages but indemnification should not be interpreted that the City doesn't involve itself in the process of recovery as a result of property loss. Indemnification does not lead to the lack of representation when dealing with a Contractor for the purpose of claim recovery. This is the request of this submission, "define indemnification on city contracts and the role of the City, when a claim is made for property loss and the Contractor denies the claim.

Paul F. Neeson



City of Pittsfield


February 06 20 23

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that Montgomery Avenue and Montgomery Avenue Ext. be added to the in-house repair list, referred to the Public Works Committee and be reconstructed this year. This road is in poor shape and widely used by the residents and others, because of their proximity to Reid Middle School, Springside Park, and St. Charles Church.

Respectfully submitted,



Kenneth G. Warren Jr.
Ward 1 City Councilor



City of Pittsfield

February 8, 20 23

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that the Public Health and Safety subcommittee of the City Council review City Code Chapter 13 ½ Noise Control for its effectiveness, history of enforcement, and whether the ordinance is having the desired effect.

Peter T. White
City Councilor At Large

Jeanne M. Kempthorne