



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

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2025 JAN 10 AM 10:54

January 14, 2025, at 6:00 p.m.

AGENDA

1. Roll Call
2. Life Saving Award presented to Paramedics Joseph Carpenter, Matt Williams, and Haley Duffy
3. Life Saving Award presented to Captain Matthew Packard, Fire Fighters Craig Eggleston, and Nicholas Teti
4. Life Saving Award presented to Officers Robert Horne, James Sena, Shaun Courtney, and Sergeant Ryan Williams
5. Open microphone
6. Approval of the December 10, 2024, minutes
7. Approval of the December 23, 2024 minutes

APPOINTMENTS

8. A communication from Mayor Marchetti appointed Ashley Davidson to the Commission on Tourism
9. A communication from Mayor Marchetti appointing Ben O'Shaughnessy to the Community Development Board as an Associate Member
10. A communication from Mayor Marchetti appointing Heather Roy to the Homeless Advisory Committee
11. A communication from Mayor Marchetti appointing Steve Como to the Berkshire County Regional Housing Authority Board
12. A communication from Mayor Marchetti appointing Robert Sykes to the Human Service Advisory Council

COMMUNICATIONS FROM HIS HONOR THE MAYOR

13. A communication from Mayor Marchetti notifying the council of the appointment of Lucas Perry as a Permanent Fire Lieutenant in the Pittsfield Fire Department
14. A communication from Mayor Marchetti notifying the council of the appointment of Edward Hughes as a Permanent Fire Captain in the Pittsfield Fire Department
15. A communication from Mayor Marchetti notifying the council of the appointments of Nicholas Sondrini, Tyrone Price, and David Hallas as Permanent Sergeants in the Pittsfield Police Department
16. A communication from Mayor Marchetti notifying the council of the appointment of Ty Clark as an Officer in the Pittsfield Police Department

17. A communication from Mayor Marchetti on an Order to accept a grant of funds in the amount of \$30,253.00 from the United States Department of Justice for the Edward Byrne Memorial Justice Assistance Grant
18. A communication from Mayor Marchetti on an Order accepting a grant of funds in the amount of \$439,015.06 from the Commonwealth of Massachusetts Executive Office of Public Safety and Security for the Shannon Community Safety Initiative
19. A communication from Mayor Marchetti on an Order accepting a grant of funds in the amount of \$124,749.00 from the Commonwealth of Massachusetts Executive Office of Public Safety and Security for the Hazard Mitigation Grant Program
20. A communication from Mayor Marchetti on an Order accepting a grant of funds in the amount of \$68,500.00 from the Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs
21. A communication from Mayor Marchetti on an Order accepting a grant of funds in the amount of \$15,000.00 from New England Foundation for the Arts
22. A communication from Mayor Marchetti on an Order accepting a grant of funds in the amount of \$1,000.00 from Berkshire Community Action Council
23. A communication from Mayor Marchetti on an Order transferring and appropriating \$63,000.00 between line items within the City Solicitor's FY2025 budget
24. A communication from Mayor Marchetti on an Order to enter into a five (5) year contract with the Department of Environmental Protection and WM Recycle America, LLC for the purpose of processing the city's recyclables
25. A communication from Mayor Marchetti on twelve (12) Orders classifying members of twelve (12) Boards or Commissions as Special Municipal Employees
26. A communication from Mayor Marchetti twenty-one (21) Ordinances amending City Code, Chapter 2 for twenty-one (21) Boards or Commissions by adding a section to classify members as Special Municipal Employees
27. A communication from Mayor Marchetti submitting two (2) utility easements with NStar Electric Company
28. A communication from Mayor Marchetti on a petition from Councilor Persip requesting a comprehensive report on the implementation of the trash and recycling program
29. A communication from Mayor Marchetti on a petition from Councilor Persip requesting a list of trash and recycling pickups designated for properties with more than three family units

PUBLIC HEARING

30. A public hearing on a petition from on an application from Kidzone Child Care Educational Centers, Inc. proposing a Billboard on the north side of Dalton Avenue near the existing Kidzone Child Care Educational Center located at 699 Dalton Avenue

COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND BOARDS

31. A communication from Chief Dawley on a petition from Councilor Kavey requesting a report on the implementation of body-worn cameras
32. A communication from Clerk Benjamini on an Order requesting to adopt MGL Chapter 41, Section 110A, Office Hours on Saturday

UNFINISHED BUSINESS

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

NEW BUSINESS

34. A petition from Councilor Warren requesting to schedule a special meeting or a Committee of the Whole meeting to receive a presentation from Executive Director Jetta Bernier of Enough Abuse

MATTERS TENTATIVELY REFERRED BY THE PRESIDENT UNDER RULE 27

Referred to the Mayor

35. A petition from Alex Blumin requesting to establish a City Plumbing School
36. A petition from Councilor Warren requesting to support state law to require a background check with Department of Children for all new hires who have contact with minors and to contact the delegation

Referred to the Community Development Board

37. A petition from the Community Development Board requesting to amend City Code Chapter 23, Article 23-2, Section 2.2 to allow the operation of Short-Term Rentals
38. A petition requesting to amend City Code Chapter 23, Zoning Ordinance to allow large scale Ground Mounted Solar Projects in the R20 zone

Referred to the Ordinances and Rules Committee

39. A petition from the Community Development Board to amend City Code Chapter 23, Sections 2.2, 9.101 & 4.324 that establishes and Ordinance to allow for the creation of Accessory Dwelling Units (ADU)
40. A petition from Councilor Warren and Conant requesting to increase the compensation of the elected members of the Pittsfield School Committee
41. A petition from Councilor Warren requesting to draft an ordinance to inform elected officials of any presentment notices tendered
42. A petition from Councilor Warren requesting to draft an ordinance to require a background check with Department of Children for all new hires who have contact with minors

Referred to the School Committee

43. A petition from Councilor Warren requesting to draft a policy to require a background check with Department of Children for all new hires who have contact with minors

Referred to the Traffic Commission

44. A petition from Joseph Cimini requesting to install a reflective stop sign at the corner of Vin Hebert Blvd. and a reflective double arrow on the guard rail on Onota Street
45. A petition from Joseph Cimini requesting to redesign the intersection at the location of Linden Street and Onota Street

Referred to the Commissioner of Public Services

46. A petition from Councilors Kavey, Conant, and Lampiasi requesting a report outlining the recent issues with trash collection

Pittsfield Fire Department

Pittsfield, Massachusetts

Lifesaving Award

Is hereby presented to

Paramedic Joseph Carpenter

"For his actions on November 22nd, 2024, where lifesaving measures were performed on an infant"



Thomas Sammons

Chief of Fire

Pittsfield Fire Department

Pittsfield, Massachusetts

Lifesaving Award

Is hereby presented to

Paramedic Matt Williams

"For his actions on November 22nd, 2024, where lifesaving measures were performed on an infant"



*Thomas Sammons
Chief of Fire*

Pittsfield Fire Department

Pittsfield, Massachusetts

Lifesaving Award

Is hereby presented to

Paramedic Hayley Duffy

"For his actions on November 22nd, 2024, where lifesaving measures were performed on an infant"



*Thomas Sammons
Chief of Fire*

Pittsfield Fire Department

Pittsfield, Massachusetts

Lifesaving Award

Is hereby presented to

Captain Matthew Packard

"For his actions on November 22nd, 2024, where lifesaving measures were performed on an infant"



Thomas Sammons

Chief of Fire

Pittsfield Fire Department

Pittsfield, Massachusetts

Lifesaving Award

Is hereby presented to

Fire Fighter Craig Eggleston

"For his actions on November 22nd, 2024, where lifesaving measures were performed on an infant"



*Thomas Sammons
Chief of Fire*

Pittsfield Fire Department

Pittsfield, Massachusetts

Lifesaving Award

Is hereby presented to

Fire Fighter Nicholas Teti

"For his actions on November 22nd, 2024, where lifesaving measures were performed on an infant"



Thomas Sammons
Chief of Fire

Pittsfield Fire Department

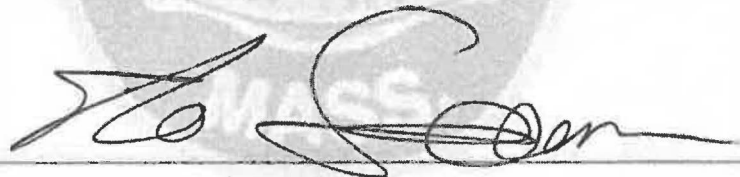
Pittsfield, Massachusetts

Lifesaving Award

Is hereby presented to

Officer Robert Horne

"For his actions on November 22nd, 2024, where lifesaving measures were performed on an infant"



Thomas Sammons

Chief of Fire

Pittsfield Fire Department

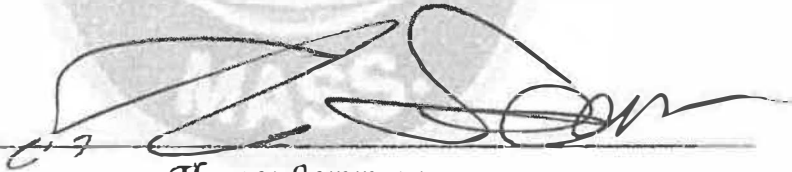
Pittsfield, Massachusetts

Lifesaving Award

Is hereby presented to

Officer James Sena

"For his actions on November 22nd, 2024, where lifesaving measures were performed on an infant"

A handwritten signature in black ink, appearing to read 'T. Sammons', written over a horizontal line.

Thomas Sammons

Chief of Fire

Pittsfield Fire Department

Pittsfield, Massachusetts

Lifesaving Award

Is hereby presented to

Officer Shaun Courtney

"For his actions on November 22nd, 2024, where lifesaving measures were performed on an infant"



Thomas Sammons

Chief of Fire

Pittsfield Fire Department

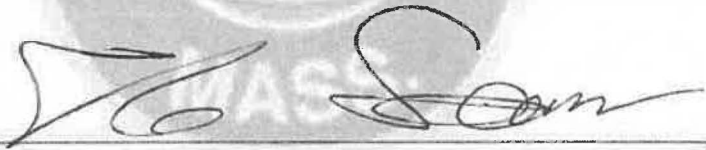
Pittsfield, Massachusetts

Lifesaving Award

Is hereby presented to

Sergeant Ryan Williams

"For his actions on November 22nd, 2024, where lifesaving measures were performed on an infant"

A handwritten signature in black ink, appearing to read 'T. Sammons', is written over a horizontal line. The signature is fluid and cursive.

Thomas Sammons

Chief of Fire

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

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

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

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

Absent: Councilor Noto

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

AGENDA

The microphone was open to the public

Philip O'Rourke, 277 Gale Avenue, for the past six years he and other volunteers have dreamed of the carousal working again. Harvey Kimmel has a foundation helping children and told them what they need to set up a nonprofit organization and offered to provide \$15,000.00 a year for three years donation yearly and another \$15,000 from Mr. Shulman. They are confident that they will be able to raise the additional funds necessary to run the carousal through donations.

LeMarr Talley, 125 Calment St. is here in support of his petition filed concerning surveillance technology. He would like to establish the active proposals evaluation of a cases study to amend the surveillance ordinance that is due to take effect in less than 180 days. He spoke about a Supreme court case concerning technology and confidential informants. would like to be on the committee.

Stephanie Talanian, 69 Michael Drive is here in support of the carousal running again and would be willing to be on the committee. The carousal is more that just horses going around it was a community project which included an art program for children and wood carving lessons for both adults and children. She asked for the council's support to see that the building does not sit there. There intension is that it does not cost the city a dime to operate.

Approval of the November 26, 2024, minutes. *Councilor Amuso made a motion to approve carried by a unanimous vote of the ten members present.*

APPOINTMENTS

A communication from Mayor Marchetti appointing Jesse LaPlante to the Animal Control Commission. *Councilor Amuso made a motion to approve carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti appointing Jennifer Reynolds as Director of the Council on Aging/Senior Center. *Councilor Amuso made a motion to approve carried by a unanimous vote of the ten members present. Mayor Marchetti introduced Jennifer Reynolds.*

A communication from Mayor Marchetti appointing Devon Grierson as the City Solicitor. *Councilor Amuso made a motion to approve carried by a unanimous vote of the ten members present.* Mayor Marchetti introduced Solicitor Grierson.

COMMUNICATIONS FROM HIS HONOR THE MAYOR

A communication from Mayor Marchetti on an Order to accept a grant of funds in the amount of \$18,000.00 from the Massachusetts Department of Conservation and Recreation. *Councilor Amuso made a motion to approve carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti on an Order accepting a grant of funds in the amount of \$40,000.00 from the Massachusetts Executive Office for Administration and Finance, Office on Disability. *Councilor Amuso made a motion to approve carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti on an Order accepting a grant of funds in the amount of \$15,000.00 from the Massachusetts Cultural Council for a Cultural District Grant. *Councilor Amuso made a motion to approve carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti on an Order accepting a grant of funds in the amount of \$64,763.75 from the Massachusetts Executive Office of Public Safety and Security. *Councilor Amuso made a motion to approve carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti on a presentation with the quarterly ARPA update. Ms. Gina Armstrong gave the ARPA presentation. All funds have been obligated to meet the U.S. Treasury deadline of December 2024. City projects completed last quarter include \$195,613 for 113 Water meter installations for income qualifying households and \$1.276 million for the Cleveland Water Treatment Plant upgrades. Currently in progress is \$2.445 million to include Health Department vaccination Capacity, Fire Station upgrades, Springside Pond Rehab, Taconic High School Track replacement, Library carpet/flooring replacement and parking lot repaving, HVAC Control Upgrades at multiple schools. Work starting at the Old Town Hall HVAC design & installation, Pontoosuc Lake Park upgrades for \$1.3 million. \$800,000 for Community Navigator Program ARPA funding. Job Training Assistance at Berkshire Theatre Group. Assisting Community Partnerships with 37 grant agreements. Housing Support \$6.2 million dedicated to the First Street Apartments, LLC, \$300,000 for 28 permanent micro apartments on West Housatonic St, Harthway, Inc. More information is available on the city website ARPA page at www.cityofpittsfield.org. Councilor Amuso asked what a micro apartment is. Director Dodds stated that it is mainly a smaller apartment footprint. Councilor Warren had trouble trying to explain to residents when numbers don't match and asked her to explain. Ms. Armstrong stated there was something that did not reconcile and it will be corrected at the next update. *Councilor Amuso made a motion to accept the presentation and place on file carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti on an Order authorizing the assignment of the ground lease of Lot #4 at the Westwood Center from Leonard F. Gigliotti to the Leonard F. Gigliotti Trust. *Councilor Amuso made a motion to approve.* Councilor Costa asked Director Dodds for an update on the new assignment. Ms. Dodds stated that the property is a thirty-acre industrial municipal park located at the airport. Building owners own their building and the city leases them the land.

The city is required to consent to the change of the lease assignment. *The motion carried by a unanimous vote of the ten members present.*

Item 14 was taken out of order.

REPORTS OF COMMITTEES.

A Report from the Ordinances and Rules Committee

A report from the Ordinances and Rules Committee on a petition from the Community Development Board to amend City Code, Chapter 23, Article 23-6 "Flood plain District", recommending to approve 5/0. *Councilor Amuso made a motion to accept the report carried by a unanimous vote of the ten members present.*

PUBLIC HEARING

A public hearing on a petition from on a petition from the Community Development Board to amend City Code, Chapter 23, Article 23-6 "Flood plain District". The public hearing was opened to the petitioner. Director Dodds spoke on behalf of the petitioner who stated this is an overlay district that includes all special flood hazard areas designated on the Pittsfield Flood insurance rate map, issued by the Federal Emergency Management Agency, which is how the flood insurance program is administered. The state is requiring the municipality to revise their text for any ordinances related to zoning and the floodplain to match this model. This is a minor revision of some technicalities adding new definitions, clarifications, and to amend local requirements. The public hearing was opened to the public for the first time, a second time, and a third time. No one appeared to speak for or against the petition. *Councilor Amuso made a motion to Ordain carried by a unanimous roll call vote of ten members present.*

REPORTS OF COMMITTEES.

A Report from the Finance Committee

A report from the Finance Committee on an Order authorizing the City of Pittsfield to accept a conveyance and donation of land at 50 Center Street, recommending to refer to the Mayor to create a committee to study the carousel project 5/0. *Councilor Amuso made a motion to accept the report carried by a unanimous vote of the ten members present. Councilor Amuso made a motion to refer to the Mayor. Councilor Warren made a motion to amend to include that the mayor through the Department of Community Development or its designee obtain the following by the first meeting in January: 1. Information concerning any state grants and conditions including but not limited to the FY2013 State Grants in the amount of \$250,000. 2. A reasonable list of carousel operations including; a. ownership and b. details for any municipal run operation and 3. An informal determination of the cost of removal of the carousel operation to an alternative site by inquiry of the local builder.* He has made inquiries into the state for the \$250,000 to see if they have any conditions that will affect us. He would like to know the cost of moving the building. Councilor Persip stated it was his understanding that we were putting the committee together to get all these answers, he will not support the amendment. Councilor Serre asked if an amendment could be made to the amendment to pose the questions to the committee. Councilor Warren believes these questions could be answered in a month's time. Councilor Serre thinks these are critical questions but will not support the amendment without community input. Councilor Amuso stated these are important questions that she would like to see the committee address and she will not support the amendment. Councilor Wrinn asked the mayor if he knew who would be part of this committee. The mayor stated at the finance meeting that Carlson Cressley is very interested in Pittsfield and

wants to establish an endowment for the carousel. He thought he was clear of setting up a committee to figure out how to save the carousel. Councilor Wrinn will not support the amendment. Councilor Kavey said everything in the amendment is understandable and should be vetted at the committee. Councilor Warren is surprised that the councilors have concerns about getting more information. The timing is a month away and this information can be passed on to the committee. He would like to go on record that taking the building down will cost over a million dollars. Councilor Lampiasi will support the amendment because these are good questions that need to be answered, and we can provide this information to the committee. Councilor Persip said no factual data will be gathered in a month. Councilor Serre stated we were directed to discuss only to look at what was on the agreement, the acceptance and agreement to own the carousel, should we take it, can it work, and is the city the right steward, which is what she based her decision on. She does not like the demands that are in the packet. Councilor Kavey does not know how we can make an informed decision if we don't know what the costs are. The majority of the councilors who spoke on this at the committee level had concerns. He believes these questions need to be addressed and he will support the amendment. Councilor Wrinn does not believe we will get an answer from the state within the next month and there are too many questions and stipulations. Councilor Lampiasi saying no because we think people will not respond is negligent. *The motion to amend failed by a 6/4 roll call vote with Councilors Amuso, Serre, Wrinn, White and Conant in opposition.* Councilor Amuso said if we take the carousel she would like to see all the stipulations removed. If we take the carousel, it should be free and clear. Mayor Marchetti stated at the finance committee the motion was to refer back to the mayor to set up a committee to figure out. The stipulations were not removed. He thought he was clear that maybe we will run it for two years and transfer the property so that it does not impact on the city taxpayer dollars. Councilor Kavey stated that members of the finance committee want to make this happen, but all noted how uncomfortable you were with the stipulations, and many important questions were asked. One about the property if the carousel was moved. He would like to see housing units created on the site. There are too many red flags to accept this property under these conditions. President White stated once the committee is done, it would be referred to the mayor and return to the full council before a decision is made. Councilor Warren said we are going on a fool's errand, and we cannot afford to move it. He has no problem referring to a committee. Councilor Persip supported this at the finance committee to go to a committee is because there are a lot of red flags and many non-starters. We need community input that will take time and hard work. He supports sending to the mayor and if it is not free and clear, he will be a no vote. Councilor Lampiasi asked the mayor if there is a start date set. The mayor does not have a start date. Mr. Shulman would like it to be open in spring of 2025, but he refuses to put a deadline on it. He said maybe we should send this back to Mr. Shulman and say not with all the conditions, if you want to gift it to us it should be free of conditions, but he does not want to see it just sitting there in 20 years. Councilor Lampiasi said with all the nonstarters a committee is the only way to salvage it. She would hate to see this expire and believes it should go to committee. Councilor Costa said it would be a shame to see this beautiful piece of art rotting somewhere in 20 years as the mayor stated. She is in support of a diverse group of people together on this committee to help with this decision. *The motion to refer to the mayor was carried by a unanimous vote of the ten members present.*

The following remained tabled.

UNFINISHED BUSINESS

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

MATTERS TENTATIVELY REFERRED BY THE PRESIDENT UNDER RULE 27

Referred to the Ordinances and Rules Committee

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

At 7:33 p.m., Councilor Amuso moved to adjourn, and it was carried by unanimous vote of the ten members present.

A true record, attest:

Michele M. Benjamin, City Clerk

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

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

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

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

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

President White stated as we are all aware, the criminal and DCF investigations are in the early stages and the allegations against certain individuals are only allegations at this time. Determining the truth of the allegations may have to wait until those agencies and the legal processes initiated by them are concluded. Any discussions at this time about specific individuals by name or title carries the risk and should be avoided. The city council can join in a request for the investigation into the facts and circumstances of the news we are reading about. However, it is the school committee through its superintendent that hires, fires, and disciplines employees, not the city council. It is the school committee that sets hiring policies and criteria for employees, not the city council. The school committee is the entity that would engage an independent investigator and would establish the scope of the investigation. The school committee may accept input from the city council as to matters to be investigated. Presumably the school committee will receive information from the independent investigator as to what the investigator can investigate at this time given the criminal and DCF matters are in their early stages. The investigator should be able to review school hiring practices and policies and make recommendations to the school committee on how they can be improved. Personnel discipline of school employees is not within the purview of the city council. The council may request that it be provided with appropriate reports from the investigator, and at the appropriate time. This information was provided by City Solicitor Stephen Pagnotta. The School Committee will meet on Monday, December 30th to discuss a retainer agreement with a Springfield Law Firm of Bulkeley, Richardson, Gelinas to conduct an independent and impartial investigation of certain Pittsfield High School employees. The mayor, legal counsel, superintendent, and chairperson are working on a frequently asked questions document regarding personnel issues that have arisen, and the school committee has more information on this subject. For a special meeting you can only speak about the agenda item during open mic. Although the state's supreme judicial court reaffirmed that Article 19 of the Constitution protects the public's right to speak during public comment, the decision does not mean that speakers are immunized from claims of defamation made by individuals who were injured by those comments.

AGENDA

The microphone was open to the public:

Valerie Anderson, 16 Dan Avenue spoke at the previous school committee meeting concerning the recent investigations of the high school administration. She is outraged by these allegations. She is in support of the school committee's action to hire an independent outside law firm. She was disappointed when she saw the new allegations concerning an English teacher and that the

school was being sued and the following day that another dean was being investigated by DCF. She believes it is time for accountability.

Elliott Loverin 78 South Street, Dalton, attended PHS from 2018 to 2020. In light of these allegations, he shared that he was also a victim of negligent hiring practices that put individuals in a position of power over children in vulnerable situations. He faced relentless bullying from his peers. One of the dean's of students was in charge of his situation. He was never provided any support from the administration included but not limited to any form of support for my diagnosed disability, instead he was victim blamed into silence about the abuse he was facing. The students faced no consequences. He was forced out of school clubs and activities since no steps were taken to ensure his safety. For every story like his, there are dozens more. He would like to join the rest of Pittsfield in demanding consequences.

Peter Murkett, 46 Harmon Rd, Monterey, was here to discuss the recent surveillance ordinance but that was not on the agenda. He stated that the dean of students who was arrested by the FBI stated that someone from the police department works for him, which deserves an investigation. He stated that oversight law becomes meaningless with reference to surveillance if the police cannot be trusted.

Lance Madewell, 331 Lenox Ave, is here as a Sudo-parent to address the troubling events that have transpired over the past couple of weeks. Allegations towards multiple administrators and staff in the Pittsfield Public Schools we were assured that no one was aware that any of these behaviors were brought to anyone's attention. As this was being said another staff member who retired in June was being sued by a student for sexual harassment. PHS was aware of this lawsuit as far back to November 18th a full month before this started. If the school committee is only capable of hiring and taking action when it comes to the superintendent, the general public needs to know who is responsible for hiring, reprimanding, and dismissing the other staff are. We need to see accountability and not deflection.

Beth Anne DeGiorgis, 5 Tamarack Pt., Hinsdale. She is not directly affected by the recent allegations but as an alum of Miss Hall's school. Miss Hall's has been deeply shaken by allegations of child sexual abuse. How did we let this happen if everyone knew, why wasn't it stopped and most importantly, how do we make sure it never happens again. She suggested that we should change Massachusetts state laws which lag behind most other states. There are many resources to help the Pittsfield School system rewrite their policies, provide trainings for the school community and build a culture of child sexual prevention. They also advocate for legislative change. She encouraged the councilors to reach out to the legislature.

Paul Gregory, 25 Roselyn Drive, is taken back by the limitations that the council has for oversight in our school system. The schools can operate by their own fiefdom. They even exclude in some matters the mayor. What action and what steps are you willing to propose to regain some credibility for Pittsfield and our school system. Something needs to happen. He does not understand the hiring process in the schools. The way diversity, equity and inclusion is implemented in order to mirror and reflect the population we serve needs to be looked at. It is needed and necessary, but we should not wave credentials and licensure. Relevant work experience and education are the main things that educators and administrators must have when you are put in positions of trust and performance.

Debora Simonetta, 612 West Housatonic Street, stated that the council is guilty of all of this because they approved a \$216 million dollar budget making it a reality. She discussed allegations that the dean of students was stopped a number of times for driving without a license and made

a reference to who he looks like. Councilor Amuso objected to her comment, president White interjected, and Ms. Simonetta became outraged. A five minute recess was taken.

Jacquelyn Sykes, 64 Reuter Avenue, thanked the council for immediately getting involved as it is important to have all hands on deck. She reminded all that the school committee said they had no idea that any of this was going on when a lawsuit was filed in September. Recently a parent alleged that they had met with a former vice principle when their daughter came forward saying she was being sexually harassed in school by a teacher. The vice principal held a meeting in his office to clear allegations. Allegedly never reporting to DCF and questioned how many times this has happened and hopes for transparency.

Brian Desrosiers, 261 Mountain Drive, Pittsfield High alumni and current graduate student who would like to settle down here and start a family one day. However, these recent allegations concerning PHS are disturbing. The meeting tonight started by saying that the city council does not have any say or authority over the school committee. Wednesday the school committee said they do not have authority on the hiring and the superintendent and assistant superintendent stated that they did not have authority over hiring. His question is "Who is responsible and who is in charge, and when the investigation is concluded, will there be full transparency to tell the citizens if the adults can take responsibility to take care of their children".

NEW BUSINESS

A petition from Councilors Serre, Amuso, Noto, Costa and Lampiasi requesting the City Council to join the School Committee in its call for an investigation into allegations against city employees. Councilor Serre made a motion to approve the petition for the purpose of discussion. Councilor Serre stated that the reason they did this was not just to say they stand by the school committee, but to make sure the public had more opportunities. The mayor and school committee have been very open in this process. This petition came out of passion, not politics as we are hurting. The city council has no authority over this but it is important that we publicly state that we stand alongside the other elected officials in the city. We need to know the facts; I don't approve the status quo. There will be changes down the road but not until a fair independent open investigation as the mayor and school committee already initiated. This is a time for us to support everyone who works in the schools or with the schools. They are in the frontline of this crisis, not us and we need to come together to support all of them and our students. She asked councilors to support this motion and to deliver their message of support and solidarity to the mayor and school committee. Councilor Amuso stated this has shaken Pittsfield to its core. She was on the school committee for 10 years, council for 4, took a break and now back and always believed we are one Pittsfield. We have different responsibilities which came out tonight with different roles. She joins the school committee to have this investigation to have the facts presented back to the community with full transparency. She did not want anyone to think she was complacent as we hear the charges against public schools, current and past employees. The people in Pittsfield have come together and we need to stand together as we have in the past alongside the school committee welcoming the kids who have won state championships. We need to figure this out to make our schools better. She has heard from students asking how they can help the teachers and administrators who are in the schools. This investigation will take time, and we need to be patient. Councilor Lampiasi signed on to this petition because these allegations are deeply troubling and we need to stand up with the community as much as we are standing together with the elected officials, students, parents and the people who work in these school buildings. We expect the investigation to be fair and transparent and the public to be kept informed. As a member of the body that approves their budget, she wants to know what is coming out as it's happening not when the newspaper gets it. The school committee is investigating allegations of predators having access to our children

throughout the school day. As a parent, she is concerned about where she is going to send her children to school. Councilor Costa is grateful to everyone who spoke tonight and to the parents who reached out to her. When she read the allegations, she knew she could not stay silent. Everyone is looking for leadership. She watched the school committee meeting and thanked the mayor because he was honest. We are figuring this out because there is no rule book. Our community is suffering, and we need to show leadership and pull together. She supports a full transparent investigation and learn from this together. Councilor Kavey stated as allegations against multiple Pittsfield High School staff have continued to emerge, we find ourselves, as a community grappling with a profound sense of alarm and disbelief. He is deeply concerned about what is unfolding in our school district and troubling administrative failures. He speaks not only as a city councilor but as a member of this community who shares your anger and frustration. We have a duty to raise our voices to ensure that this crisis is met with the urgency it demands. He is in full support of his colleagues who put in this petition. As a community we must demand that the school committee fulfills its responsibility to protect the interest of our students and families. The investigation should look at the hiring practices, the handling of complaints and the culture that may have allowed these issues to fester. He quoted a mother/teacher who spoke at the school committee meeting about these horrifying incidents that are not isolated rumors and persist and is furious that the school committee has been endangered by unqualified and improperly trained administrators. This reminds us that our students deserve better. Many questions need to be addressed in the investigation. We must change the system that allowed this to happen. He suggested merging DEI and HR. The council does not have the power to hire or fire but they have the power to speak up and they will. Councilor Persip is here for the kids, their families and the staff at the schools. He is not here for the school committee and the administration because he doesn't know what they should have done or didn't do. We heard from a student tonight who say they brought this to someone's attention and he wants to know who those people are. He worked with kids for over twenty years, and he took being a mandated reporter very seriously. Everyone in the school department is a mandated reporter, so who didn't do their job, and this is what he wants to know. He will support the petition because he thinks it is important. This council has said to the school committee multiple times since the budget hearing that they have a culture problem. They keep ignoring us when they keep saying it. This culture problem has led to this. We need to voice our opinion, and we can't heal until we know what happened. There are people within this culture that are hiding things, passing staff along, letting them resign and not holding them accountable. We have a student from Dalton who is no longer a student to speak about their experience and this should be a red flag. The school committee needs to step up to the plate and stop being so cozy with the administration and do their job. We have a dean of student on a dance waiver, enough is enough. He has also heard that the vice principal did not have the right license when qualified teachers with master's degree that are getting overlooked for these positions. Everyone needs to be held accountable. He said we need to break the good old boy network down and hold the people that are accountable for overseeing our schools accountable. Councilor Warren stated that we have plenty of resources to take advantage of to help assist us in dealing with this and help correct what happened. He stated this problem is prevalent everywhere in Berkshire County, Massachusetts and the country. We need to address the victims of this abuse as part of the investigation. We should have arrangements to have someone on call to meet with anyone who has come forward who is in crisis. The investigation should be transparent. He stated that the insurance company has recommendations in regard to what investigators we take on, but he is not sure they have the parents and students' best interest at heart. He had recommendations of investigators who should be taken into consideration. He believes there should be several investigations, one to deal with the perpetrators and one with the facilitators. He stated if parents knew something they should say something. He also suggested that system failures, policy and training should be investigated. Councilor Warren stepped away from his seat to return with a poster board. Councilor Serre called for a point of order. She stated as the author of the petition,

she made no parameters around the scope of the investigation or the scope of the matters being investigated, it is simply a matter of the council's support. Councilor Warren said since the scope was not mentioned it can be wide ranging in our discussion. He said if you go to the school website, under bullying. President White said he was pushing the boundaries. He did not believe he was as he is looking at policies. There is a section on the website about sexual abuse, but you really have to search for it. There is a section that deals with child abuse that needs to be addressed because it is so old. He believes this is one reason that we need an investigation into these policies. He said there should be a website to view the investigation either on the school website or a separate website so that it can be updated weekly. Councilor Amuso made a point of order. She stated that we are asking for support for the investigation from the school committee, we have not asked for processes, and she said we should stick to the motion. President White asked Councilor Warren to stick to what is in front of them which does not entail going into a scope or detailing every aspect of the investigation. Councilor Warren said if he is supporting the school department there are certain things he thinks are needed to gain his support. President White stated that the school department has not asked for the council support. The support is from the councilors who put the petition in. Councilor Warren restated that there should be a website and a hotline out there. We have the information as to the complaints into the Title 9 investigation and the referrals to DCF. He was told there is use of non-disclosure agreements, and we should know this. We should have information if it has been determined that sexual abuse standards have been violated as should be reported by federal law agencies. He mentioned resources that can be used such as Boston 25 News, Enough Abuse, and Dr. Carol Shakeshaft Organizational Betrayal. The community needs to be united on this. Councilor Conant said at this point and time the allegations at PHS are disgusting and outrageous. He agrees with all of the debate and discussion that was presented tonight. His expectations are that the independent report will be delivered with clarity, and nothing redacted out. If we do not get a copy of the report, that will tell us all we need to know. Councilor Wrinn hopes that the administration will let these investigators into the school community and step back to let them do their job to pull the curtain back and the answers we all want so we can move forward. Councilor Persip asked the mayor to speak and have the opportunity to confirm his stance on this while they are here. Mayor Marchetti wants to be unequivocal when he states what he said at the school committee meeting, because some councilors missed it. When he ran for office, he ran for one Pittsfield. He also said this will keep him up at night. He committed to a full investigation, to pull back the curtain, to be able to see. He learned tonight that the world we live in is cruel. He still stands by that he ran to make a difference, to change things. All councilors have said that communication from his office is phenomenal, and it will not change. He takes this seriously and he cannot do it alone. He asked for the people of Pittsfield's patience to allow the investigation to take place. He spent Friday morning in PHS and walked through the halls with the principal. He stopped into a classroom and one young lady said to him that "you would take swift action and what does that mean". He responded that sometimes good people do bad things, but when good people do bad things, there are consequences to all of us who do bad things, and we will hold them accountable if and when we get data that shows it is there. He appreciates the support from the council standing beside him and not against him to do this investigation. He wants to be clear that this is not acceptable, and we will do a complete investigation and when it is done, we will abide by what those results are. The investigations are happening by the FBI, DCF, and the investigation by the independent investigator that has no connection to the school committee. The school committee chair will be authorized to engage in negotiating that contract. We are on the same page and trying to do the right thing. He wishes he knew earlier because he could have taken care of this a long time ago, but he didn't know. He is living in the present and trying to change the future. Councilor Amuso stated that the council is standing with him and the school committee. They expect when this investigation is done if there are things that people have done, this is where they want swift action. This goes on beyond the five people as we have heard from former students that we have to improve our schools. There needs to be change.

A unanimous roll call was taken to support the petition.

At 7:18 p.m., Councilor Persip moved to adjourn, and it was carried by unanimous vote of the eleven members present.

**A true record, attest:
Michele M. Benjamin, City Clerk**



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

Peter M. Marchetti
Mayor

January 7, 2025

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 Ashley Davidson, of 48 Balance Rock Road, Lanesborough, MA to the Commission on Tourism for a three-year term expiring January 14, 2028.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure

Ashley Davidson

48 Balance Rock Road
Lanesborough, MA 01237
(413) 822-8180

Professional Summary

Driven and results-oriented entrepreneur with a strong commitment to community engagement and business excellence. Known for exceptional self-motivation and a relentless work ethic, with a proven ability to launch and grow successful ventures. Passionate about fostering strong community connections, obtaining and promoting local resources, and contributing to economic development. Skilled in business development, operations management, and customer service, with a focus on delivering value and building lasting relationships. A self-starter who thrives in dynamic environments, dedicated to continuous improvement and making a positive impact on both the business and the community.

Professional Experience

Owner | Thistle 'n Thorn Floral

Pittsfield, MA 01201 | 2021 - current

- Established and are currently still growing a floral business, specializing in custom floral designs for events, weddings, corporate and everyday clients.
 - Manages day-to-day operations, including procurement, inventory management, and financial oversight.
 - Develops and executes marketing strategies that will increase customer base the next growing year.
 - Cultivated relationships with local vendors and suppliers to ensure high-quality products and competitive pricing to obtain the best quality product.
 - Recognized for unique design and customer service excellence
 - Organize, run and execute multiple community events to bring awareness to our local makers and small businesses. (*Berkshire Bazaar at the Holiday Inn & Suites - 50 local vendors - over 200 guests, raised \$750 for non-profit through raffle / Mother's Day at Berkshire Hills - 50 local vendors, over 150 attendees and raised \$500 for a local non-profit.*)
-

Bar Manager | The Cock 'n Bull

Parkis Mills Road, Galway NY | 2013 - 2020

- Oversaw all aspects of bar operations, including staff management, menu development, and financial performance.
- Implemented systems to improve efficiency, reduce costs, and enhance the dining experience.
- Maintained the wine/liquor/beer for the restaurant, ordering & working with salespeople weekly to promote new and existing products.
- Recruited, trained, and managed a diverse team of employees, focusing on providing the best quality service, food and drink to our guests.
- Developed new cocktail menus with promotional bottles to increase revenue and move products off bar shelves.
- Built strong relationships with patrons and local businesses, fostering a loyal customer base that is still ongoing to this day.

Restaurant/ Bar Manager | The Morgan House Inn and Restaurant

Lee, MA | 2006 - 2010

- Directed operations of a historic inn and restaurant, ensuring exceptional guest experiences and smooth daily operations.
- Managed a team of staff across front-of-house and back-of-house roles, promoting a culture of excellence and teamwork.
- Maintained the wine/liquor/beer ordering, maintained inventory.
- Introduced and developed new cocktail menus using promotional bottles to increase cocktail revenue
- Built strong lasting relationships that are still serving me to this day.

Skills

- **Floral Design & Arrangement:** Expertise in creating unique floral designs for various events, with a strong eye for color, texture, and style.
- **Customer Service Excellence:** Proven ability to provide outstanding service, ensuring customer satisfaction and fostering repeat business.
- **Team Leadership:** Adept at leading diverse teams, providing mentorship, and creating a positive, motivating work environment.
- **Event Planning:** Experience in coordinating and executing events, ensuring all aspects run smoothly and meet client expectations.
- **Sales & Marketing:** Skilled in developing and implementing strategies to attract customers and boost sales, leveraging both traditional and digital marketing channels.

- **Adaptability & Resilience:** Quick to adapt to changing environments and tackle challenges with a solutions-focused approach.
 - **Self-Motivation & Initiative:** Demonstrated self-starter with a strong work ethic, always seeking ways to improve operations and outcomes.
 - **Attention to Detail:** Meticulous in ensuring high standards in product quality, service delivery, and operational procedures
-

Education

Fulton Montgomery Community College
Fulton County, NY | 2016 / 2017

Studied Accounting & Financial management but did not complete

Volunteer + Awards

- E For All Program participant and second place award winner (2024)
 - E for All Program mentor (Fall 2024/ Spring 2025)
 - Youth Sports coach / Lanesborough Elementary PTO
 - Community fundraising events
 - Raised, donated, and/or matched community organizations: Elizabeth Freeman Center, For the Love of T Foundation, Treasures for Teens,
 - Works with local shelters/organizers to provide basics for the homeless community.
-

References

Available upon request.



THE CITY OF PITTSFIELD
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Peter M. Marchetti
Mayor

January 7, 2025

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 Ben O'Shaughnessy to the Community Development Board as an Associate Member for a five-year term expiring January 14, 2030.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure

Ben T. O'Shaughnessy
106 Wendell Ave, STE 2B
Pittsfield, MA 01201
b.osh85@gmail.com
(518) 588-1599

CIVILIAN WORK EXPERIENCE

OCTOBER 2020 – PRESENT | REAL ESTATE DEVOPMENT & MANAGEMENT | PITTSFIELD, MA | SELF-EMPLOYED

- Developed and executed strategy, during COVID-19 pandemic, to acquire and rehabilitate workforce housing in Berkshire County, Massachusetts, creating a real estate portfolio of 9 residential and mixed-use buildings with 25+ rentable units, valued at over \$2.2 million.
- Oversee portfolio's operations and financial performance:
 - Supervise contracts for several day-to-day property managers, maintenance, and accounting/bookkeeping services.
 - Served as lead project manager on numerous improvement projects.
 - Portfolio's primary liaison for numerous local stakeholders and investors.

SEPTEMBER 2018 – PRESENT | MAVERICK & BOUTIQUE | ASHFIELD, MA | ASSOCIATE (CONSULTANT)

- Collaborated with public sector and industry clients on professional development programs related to leadership, team building, cross-functional awareness, time management, and workplace culture.
- Worked on curriculum design and delivery teams for Defense Acquisition University's Acquisition Leader Development (ALD) 110 and 210 courses; the F-35 Enterprise Cohort Leadership Program; Team Sub Focused Leadership Program for the Columbia Class Submarine Program (Cohorts 7 & 8); and the NYS Emerging Leaders Program for the Office of Employee Relations (2019, 2023, 2024); and other workshops.
- Co-facilitated stakeholder engagement sessions and provided inputs to strategic and economic development plans for clients such as Town of Union, NY; Los Angeles County, CA; and Franklin County COG, MA..

SEPTEMBER 2015 – JULY 2018 | NYS OFFICE OF GENERAL SERVICES | ALBANY, NY | EXCELSIOR FELLOW

- 1/7 selected from Rockefeller College of Public Affairs & Policy to serve in the Executive Branch of NYS government as part of the Governor's 2015 -17 Excelsior Fellowship cohort
- Appointed within the Office of General Service's divisions of Real Property Management and Service-Disabled Veteran-Owned Business Development.
- Developed strategies and prepared proposals for agency executives on implementing emerging technologies into state government operations.
- Managed development and testing of database to assist state procurement officers in achieving utilization goals for Service-Disabled Veteran-owned Businesses (SDVOB).
- Represented agency in NYS Emergency Operations Center during full-scale exercises.

MAY 2012 – JULY 2015 | NATIONAL CENTER FOR SECURITY & PREPAREDNESS, UNIVERSITY AT ALBANY | ALBANY, NY | SENIOR PROJECT COORDINATOR

- Led the establishment of New York's first cross-functional Emergency Vehicle Defensive Driving (EVDD) program, from pilot delivery in 2012 to over 220 annual trainees and 25 train-the-trainer graduates by 2015.

- Managed design and production of training support materials including instructor and student guides; Power Point presentation; video productions; and news releases.
- Recruited, supervised, and coached team of over 15 vehicle safety subject matter experts from diverse backgrounds in the emergency services.
- Conducted background research and analysis to agency-wide internal review, disaster after-action reviews, and Emergency Operations Center (EOC) exercises.
- Researched, drafted and edited SOPs, training materials, and policy documents for law enforcement and emergency medical response to active shooters and complex terrorist attacks on behalf of center and agency principals.

MILITARY SERVICE

JANUARY 2011 - PRESENT | U.S. ARMY RESERVE | MILITARY GOVERNANCE OFFICER

Duty Positions/Units:

- *December 2023 – Present, Military Governance Officer – Public Administration, Functional Specialty Team, 353 Civil Affairs Command, Staten Island, N.Y.*
- *October 2022 – December 2023, Civil Governance NCO, Functional Specialty Team, 353rd Civil Affairs Command, Staten Island, N.Y.*
- *September 2021 – September 2022, Civil Affairs Plans NCO, G3 Operations Section, 353rd Civil Affairs Command (Division-level HQ), Staten Island, N.Y.*
- *October 2015 – August 2021, Civil Affairs Team Sergeant, C Co 403rd Civil Affairs Battalion, Utica, N.Y.*
- *January 2011 – September 2015, PSYOP Team Leader, 360th PSYOP Co, Jersey City, N.J.*

Overseas Service:

July 2017 – May 2018, Civil Affairs NCO, Operation Enduring Freedom (Trans-Sahara), Task Force Darby, Contingency Location – Garoua, Cameroon

- Managed numerous humanitarian civic action programs with joint, interagency, multinational, special operations, and IO/NGO partners including “Books for Garoua,” “Birth Certificate Registration Program,” Do-Nou Method Road Construction training, and nursery school reconstruction.
- Served as the U.S. Army-led Task Force’s liaison to numerous local national partners including provincial governor’s office, ministerial representatives, security forces, local mayors, traditional tribal chiefs, and NGOs.
- Led migration and consolidation of data from 5 legacy systems into new data management platform to ensure continuity of operations across U.S. military rotations.
- Awarded the Meritorious Service Medal, GWOT Expeditionary Medal, Overseas Services Ribbon, among others.

Security Clearance

Active DOD SECRET

EDUCATION

MASTER OF PUBLIC ADMINISTRATION | AUGUST 2015

Rockefeller College of Public Affairs & Policy | University at Albany | Albany, NY

Concentrations: Government Information Strategy & Management; Homeland Security

Honors: Supporting the Advancement of Veterans (SAVE) Scholarship, Excelsior Service Fellowship

BACHELOR OF ARTS | DECEMBER 2011

Rockefeller College of Public Affairs & Policy | University at Albany | Albany, NY

Majors: Political Science and History

GPA: 3.5

Honors: Magna Cum Laude, Dean's List

COMMUNITY SERVICE / RECOGNITION

2022 | BERKSHIRE COUNTY 40 UNDER 40 | AWARDEE | BERKSHIRE COUNTY, MA

FEB 2020 – PRESENT | DULYE LEADERSHIP EXPERIENCE (DLE) | FACILITATOR & PARTICIPANT | PITTSFIELD, MA

WINTER/SPRING 2020 | ENTREPRENEURSHIP FOR ALL | MENTOR | BERKSHIRE COUNTY, MA



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Peter M. Marchetti
Mayor

January 7, 2025

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 Heather Roy, of 40 Old Windsor Road, Hinsdale, MA, to the Homeless Advisory Committee. Ms. Roy will fill the remainder of a term expiring January 24, 2026.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure

Heather L. Roy

40 Old Windsor Road, Hinsdale, MA 01235 • hlroy8292@gmail.com • 413.347.0475

EDUCATION

Elms College, Chicopee, Mass.

Bachelor of Science - Social Work

May 2014

Berkshire Community College, Pittsfield, Mass.

Associate of Science - Liberal Arts

Dec. 2010

Certificate in Early Childhood Education

Dec. 2008

EXPERIENCE:

Department of Transitional Assistance

March 2021- Present

Domestic Violence Specialist

-Provide tools and information to empower clients, staff and providers in navigating resources and systems

-Connect survivors to necessary supports leading to long term safety and stability

-Community outreach

Elizabeth Freeman Center Inc.

April 2015-February 2021

Hotline Coordinator

-Receive all hotline sheets to make sure they've been entered into the database and clients have been followed up with in a timely manner

-Provide training on crisis response and safety planning to all new staff and volunteers

Homelessness Response Advocate

-Provide resources and counseling to domestic and sexual violence survivors who identify as homeless or housing insecure

-Accompany clients to appointments for housing, benefits and other needs

-Approve FLEX fund requests made by EFC staff on behalf of clients in need of housing support

-Community outreach

-Board member of the 3 county Continuum of Care since 2016

-Attend monthly Family Service Meetings to advocate for domestic and sexual violence survivors

-Support other EFC staff members who are working with clients who are homeless or housing insecure

-Update EFC staff on community resources for low income families and individuals

-Part of the Northern Berkshire Housing and Homeless Coalition

-Advocated in lifting the family cap by writing to legislators and sending emails to EFC staff and Family Service members

-Attend trainings through MCLE around EA benefits, SSI/SSDI benefits as well as SNAP and TAFDC benefits

Housing Stabilization Program Manager

-Oversee the housing stabilization program and provide support to EFC staff

-Make sure rental payments are made each month for clients in the program

Elizabeth Freeman Center Inc.

April 2014-Present

On Call Counselor

- Provide support, advocacy, counseling, and resources for walk in clients
- Receive all hotline calls
- Provide physical response
- Provide counseling sessions for ongoing clients

Childcare of the Berkshires, Pittsfield, Mass.

Preschool Teacher

Oct. 2009-Aug. 2011

- Provide a safe and caring environment for 20 children
- Plan weekly curriculum
- Create quarterly progress reports
- Build partnerships between families and the community
- Help maintain budget
- Plan and implement all trips outside of the classroom
- Supervise and assist aides and substitutes in the classroom
- Help provide support for parents and children

American Eagle Outfitters, Lanesborough & Lee, Mass.

Assistant Manager

May 2006-Oct. 2009

- Lead a team of over 30 people, recruited and trained associates and maintained excellent customer service
- Handled communication between the store and both the Regional and District Managers
- Completed all loss prevention audits resulting in a perfect audit and a reduction in losses

Sales Associate

Jun. 2005-May 2006

- Provided excellent customer service in a busy retail environment
 - Served in a supervisory position in the absence of management
- Occasionally assist in overnight floor changes to the store*

SKILLS:

- Proficient in Apple and Windows platforms, Microsoft Office, Adobe Photoshop.
- Excellent customer service and problem solving skills. Able to provide strong leadership and work well under pressure. Work well with others and enjoy a team environment
- Empathetic and nurturing with a professional demeanor
- Knowledge of State Systems and resources in Western MA

VOLUNTEER WORK:

Elizabeth Freeman Center

Sep. 2013-present

- Completed 40 hours of Rape Crisis Counselor training, participated in Walk-A-Mile, tabling events at Berkshire Community College and Berkshire Medical Center, Fall Foliage Parade
- Additional volunteer work: Gladys Allen Brigham Center, Berkshire Museum, Saint Joseph Food Pantry, D.A.R.E. Camp Counselor, Junior Achievement in a Day Leader
 - Board member for the Continuum of Care for Berkshire, Hampshire and Franklin Counties
 - Board member for It Takes a Village



THE CITY OF PITTSFIELD
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Peter M. Marchetti
Mayor

January 7, 2025

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

Dear Councilors:

I am submitting this communication to notify you that I am appointing Steve Como of Pittsfield, Massachusetts to the Berkshire County Regional Housing Authority Board for a three-year term expiring January 6th, 2028.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



THE CITY OF PITTSFIELD
OFFICE OF THE MAYOR
70 Allen Street, Pittsfield, MA 01201
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Peter M. Marchetti
Mayor

December 11, 2024

Brad Gordon
Executive Director
Berkshire County Regional Housing Authority
1 Fenn Street, 4th Floor
Pittsfield, MA 01201

Dear Mr. Gordon:

It is my pleasure to reappoint Steve Como, of Pittsfield, MA, as a BCRHA Board Member for a term expiring January 6, 2028. With this reappointment, it is my intent to select an individual that will assist with the mission of BCRHA “to develop opportunities that will assist Berkshire County households in securing the skills, knowledge, and resources necessary to achieve self-sufficiency and household stability.” As a member of the board for over ten years, Steve will not only help support that mission but serve as an active contributor to the agency.

Steve has extensive knowledge that will be a valuable asset to the Board. He will assist BCRHA at an important time in our city and county by providing exceptional expertise and service.

There will be many imperative decisions to be made over the next few years and Steve’s input will be vital. I would like to thank the Berkshire County Regional Housing Authority for their positive impact they are making on the community. Please do not hesitate to contact me at (413) 499-9321 with any questions or concerns.

Sincerely,

Peter M. Marchetti, Mayor
City of Pittsfield



BERKSHIRE COUNTY REGIONAL HOUSING AUTHORITY

Housing Counseling ~ Mediation ~ Consumer ~ Education Center

1 FENN STREET - PITTSFIELD, MASSACHUSETTS 01201

(413) 443-7138 FAX (413) 443-8137

www.bcrha.com



December 9, 2024

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

RE: Board Reappointment

Dear Mayor Marchetti:

I respectfully request your assistance in making a re-appointment to the Berkshire County Regional Housing Authority's (BCRHA) volunteer Board of Commissioners.

As you may already know, BCRHA drafted new enabling legislation in 2002, which allowed BCRHA's Board of Commissioners to remain viable after the elimination of county government. Pursuant to said enabling legislation, the Mayor of Pittsfield was granted the power to appoint and/or reappoint two members to BCRHA's Board of Commissioners.

On behalf of BCRHA, I am recommending that you reappoint Steve Como, a resident of Pittsfield, MA, and Mr. Como has served on the Board for over 10 years and has been an active and important contributor to the agency. This candidate will help ensure the agency's unique mission is realized and that the agency's related programming remains viable. If you are so moved to reappoint the aforementioned Board Member, I respectfully request a letter indicating their reappointment for a 3-year term.

Thank you in advance for your assistance regarding this important matter.

Please do not hesitate to contact me, if you have any questions regarding this request or other issues related to the agency.

Very truly yours,

Brad Gordon

Brad Gordon
Executive Director

Providing dispute resolution programming; comprehensive housing counseling, including legal and educational counseling services, loss mitigation/ anti-foreclosure counseling, homelessness prevention/ tenancy preservation services and homelessness resolution and housing search assistance; and anti-poverty resources TO ALL BERKSHIRE COUNTY RESIDENTS.



THE CITY OF PITTSFIELD
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(413) 499-9321 • pmarchetti@cityofpittsfield.org

Peter M. Marchetti
Mayor

January 7, 2025

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 Robert Sykes of 1218 West Street, Pittsfield, MA to the Human Services Advisory Council for a three-year term expiring January 14, 2028.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure

Robert Sykes
1218 West Street
Pittsfield, MA
spec4rsykes@gmail.com

- United States Army: 1969-1971
- Educator, Pittsfield Public Schools: 1974-2008
- Hospice Care, Volunteer
- Volunteers in Medicine, Volunteer
- Berkshire Medical Center, Volunteer
- Goodwill Industry, Board Member
- Christian Center, Former Board Member
- Habitat for Humanity Former Board Member
- City of Pittsfield Human Rights Commission, Former Member



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

Peter M. Marchetti
Mayor

January 7, 2025

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

Dear Councilors:

I am submitting this communication to notify you of the appointment of Lucas Perry as a Permanent Fire Lieutenant with the Pittsfield Fire Department.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



City of Pittsfield Fire Department

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

December 19, 2024

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

Mayor Marchetti;

Submitted for your consideration is a request to appoint the following to the position of Permanent Fire Lieutenant in the Pittsfield Fire Department.

Lucas Perry

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas Sammons". The signature is fluid and cursive, with the first name being more prominent.

Thomas Sammons
Fire Chief



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

Peter M. Marchetti
Mayor

January 7, 2025

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

Dear Councilors:

I am submitting this communication to notify you of the appointment of Edward Hughes as a Permanent Fire Captain with the Pittsfield Fire Department.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



City of Pittsfield Fire Department

74 COLUMBUS AVENUE, PITTSFIELD, MA 01201 (413) 448-9764 FAX (413) 448-9768

December 19, 2024

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

Mayor Marchetti;

Submitted for your consideration is a request to appoint the following to the position of
Permanent Fire Captain in the Pittsfield Fire Department.

Edward Hughes

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas Sammons". The signature is written in a cursive style with a large, looping initial "T".

Thomas Sammons
Fire Chief



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

Peter M. Marchetti
Mayor

January 7, 2025

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

Dear Councilors:

I am submitting this communication to notify you that I am making the following appointments within the Pittsfield Police Department:

Nicholas Sondrini – Permanent Sergeant
Tyrone Price – Permanent Sergeant
David Hallas – Permanent Sergeant

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



CITY OF PITTSFIELD POLICE DEPARTMENT

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

OF POLICE

(413) 448-9717

OFFICE OF THE CHIEF

PROFESSIONALISM • ETHICS INTEGRITY • SENSITIVITY • ACCOUNTABILITY

December 17, 2024

Mayor Peter Marchetti
Pittsfield City Hall
70 Allen Street
Pittsfield, MA. 01201

Mayor Marchetti,

Submitted for your consideration is a request to appoint the following Temporary Sergeants to the Permanent Sergeant positions:

Nicholas Sondrini
Tyrone Price
David Hallas

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Thomas C. Dawley". The signature is written in a cursive style with a long, sweeping underline.

Thomas C. Dawley
Chief of Police



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

Peter M. Marchetti
Mayor

January 7, 2025

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

Dear Councilors:

I am submitting this communication to notify you of the appointment of Ty Clark as a police officer with the Pittsfield Police Department. Officer Clark is a lateral transfer from the Boston Police Department.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



**CITY OF PITTSFIELD
POLICE DEPARTMENT**

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

OFFICE OF THE CHIEF OF POLICE

(413) 448-9717

PROFESSIONALISM • ETHICS • INTEGRITY • SENSITIVITY • ACCOUNTABILITY

December 18th, 2024

Honorable Pete Marchetti
70 Allen Street
Pittsfield, MA 01201

Dear Mayor Marchetti,

I am pleased to announce Officer Ty Clark as a new addition to our department. Officer Clark joins us as a lateral transfer from the Boston Police Department and is currently assigned to the patrol unit.

We are confident that his experience and dedication will be a great asset to our community.

Respectfully Submitted,

A handwritten signature in black ink that reads "Thomas C. Dawley".

Thomas C. Dawley
Chief of Police

“DEDICATED TO EXCELLENCE”



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

Peter M. Marchetti
Mayor

January 7, 2025

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 \$30,253.00 from the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Solicitation.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



**CITY OF PITTSFIELD
POLICE DEPARTMENT**

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

OFFICE OF THE CHIEF OF POLICE

(413) 448-9717

PROFESSIONALISM • ETHICS • INTEGRITY • SENSITIVITY • ACCOUNTABILITY

December 16, 2024

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

Dear Mayor Marchetti,

Submitted for your consideration is an authorization requesting that the City of Pittsfield accept an Edward J. Byrne Memorial Justice Assistance Grant (JAG) Program -Local Solicitation in the amount of \$30,253.00 from the Office of Justice Programs Bureau of Justice Assistance to the Pittsfield Police Department.

Respectfully submitted,

Thomas C. Dawley
Chief of Police

A handwritten signature in cursive script that reads "Thomas C. Dawley". The signature is written in black ink and is positioned over the typed name and title of the Chief of Police.

c: Matt Kerwood, Director of Finance
Rachel Jingst, City Accountant

City of Pittsfield

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

No. _____

IN CITY COUNCIL

A N O R D E R

**AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT AN EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT: LOCAL SOLICITATION OF FUNDS
IN THE AMOUNT OF \$30,253.00.00 FROM THE DEPARTMENT OF JUSTICE
-OFFICE OF JUSTICE PROGRAMS**

Ordered:

That the City of Pittsfield, acting through its Mayor and City Council, and pursuant to M.G.L. Chapter 44, Section 53A, is hereby authorized to accept an Edward Byrne Memorial Justice Assistance Grant: Local Solicitation in the amount of \$30,253.00 from the U.S. Department of Justice-Office of Justice Programs to the Pittsfield Police Department.

Gregory - Bilotta, Margaret

From: do-not-reply@usdoj.gov
Sent: Thursday, December 5, 2024 9:18 PM
To: Dawley, Thomas; Dawley, Thomas; Gregory - Bilotta, Margaret
Subject: DOJ Justice Grants System - Award Number 15PBJA-24-GG-04930-JAGX Notification

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



JUSTgrants
JUSTICE GRANTS SYSTEM

Congratulations! Application GRANT14281292 submitted under the 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation has been selected for an award. Please log into Justice Grants System (JustGrants) at <https://justgrants.usdoj.gov> to see award details.

For assistance logging into JustGrants, contact JustGrants.Support@usdoj.gov or 833-872-5175.

Prior to the Authorized Representative accepting the award, the Entity Administrator needs to assign a Financial Manager (responsible for submitting the Federal Financial Form), a Grant Award Administrator (responsible for submitting Grant Award Modifications, Performance Reports and Closeouts) and an Alternate Grant Award Administrator (responsible for submitting Grant Award Modifications) to the award.

To be eligible for payment, follow the Automated Standard Application for Payments (ASAP) recipient enrollment and login guidance at the JustGrants Website www.justicegrants.usdoj.gov. Please do not reply to this message. You can contact your grant manager Lesley Walker at 202-307-0863 and Lesley.Walker@usdoj.gov



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF PITTSFIELD 39 ALLEN ST
City, State and Zip:	PITTSFIELD, MA 01201
Recipient UEI:	QNFHE94W5396
Project Title: Law Enforcement Equipment and Training Program	Award Number: 15PBJA-24-GG-04930-JAGX
Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$30,253.00	Federal Award Date: 12/5/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: O	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/27
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/27
Project Description:	
<p>The goals of the Pittsfield Police Department are:</p> <p>To purchase Civil Disorder Suits w/ shipping & handling costs</p> <p>Complete the iVe Training Course for 2 Pittsfield Police Department Officers (One Detective Unit Captain and One Traffic Unit Officer).</p> <p>The Pittsfield Police Department will purchase the Civil Disorder Helmets and Civil Disorder Suits that will provide head to toe coverage with Chest, shoulder/Arm, shin Guard, Knee Guard & Thigh Guard. These suits and helmets will be used by the Pittsfield Police Officers to prevent and respond to violent threats of any kind such as and disorder during election details, large-scale events or for the security of at-risk nonprofit organizations.</p> <p>The requested training for the iVe training course is a complete indoctrination into vehicle forensics investigations. It covers the entire process of identifying, acquiring, and analyzing data from vehicle systems to aid and assist in criminal investigations and how to use the iVe Ecosystem in the process.</p> <p>Law Enforcement Programs: to include: Equipment and Training</p> <p>Purchase of Civil Disorder Suits and iVe (Ivy) Training for 2 Pittsfield Police Department Officers for vehicle forensics investigations.</p>	

Award Letter

December 5, 2024

Dear Thomas Dawley,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF PITTSFIELD for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$30,253.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

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

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@oig.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

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

The specified activities requiring environmental analysis are:

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

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

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin	no value	Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF PITTSFIELD

UEI
QNFHE94W5396

Street 1
39 ALLEN ST

Street 2

City
PITTSFIELD

State/U.S. Territory
Massachusetts

Zip/Postal Code
01201

Country
United States

County/Parish
no value

Province
no value

Award Details

Federal Award Date
12/5/24

Award Type
Initial

Award Number
15PBJA-24-GG-04930-JAGX

Supplement Number
00

Federal Award Amount
\$30,253.00

Funding Instrument Type
Grant

**Assistance Listing
Number**

Assistance Listings Program Title

16.738

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT14281292

Grant Manager
Lesley Walker

Phone Number
202-307-0863

E-mail Address
Lesley.Walker@usdoj.gov

Project Title
Law Enforcement Equipment and Training Program

Performance Period Start

Date
10/01/2023

Performance Period End Date
09/30/2027

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2027

Project Description

The goals of the Pittsfield Police Department are:

To purchase Civil Disorder Suits w/ shipping & handling costs

Complete the iVe Training Course for 2 Pittsfield Police Department Officers (One Detective Unit Captain and One Traffic Unit Officer).

The Pittsfield Police Department will purchase the Civil Disorder Helmets and Civil Disorder Suits that will provide head to toe coverage with Chest, shoulder/Arm, shin Guard, Knee Guard & Thigh Guard. These suits and helmets will be used by the Pittsfield Police Officers to prevent and respond to violent threats of any kind such as and disorder during election details, large-scale events or for the security of at-risk nonprofit organizations.

The requested training for the iVe training course is a complete indoctrination into vehicle forensics investigations. It covers the entire process of identifying, acquiring, and analyzing data from vehicle systems to aid and assist in criminal investigations and how to use the iVe Ecosystem in the process.

Law Enforcement Programs: to include: Equipment and Training

Purchase of Civil Disorder Suits and iVe (Ivy) Training for 2 Pittsfield Police Department Officers for vehicle forensics investigations.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications

submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqtts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements – whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the

recipient is to contact OJP promptly for clarification.

Condition 7

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially

reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient – or any subrecipient ("subgrantee") at any tier – develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a

gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) – (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated

to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among

other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to— (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ

awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any

accompanying accessories to support UAS.

Condition 45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 48

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 49

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 50

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 51

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

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

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Condition 52

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award

funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 53

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Condition 54

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Condition 55

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 56

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 57

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 58

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 59

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Condition 60

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Condition 61

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Condition 62

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

Condition 63

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Condition 64

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
Acting Assistant Attorney General

Name of Approving Official
Brent J. Cohen

Signed Date And Time
12/2/24 10:19 AM

Authorized Representative

[] no value

Entity Acceptance

Title of Authorized Entity Official

no value

Signed Date And Time

no value

For more information go to www.justicegrants.usdoj.gov
JustGrants is operated under the U.S. Department of Justice

Budget Summary

Budget Summary											
<i>Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.</i>											
	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$23,553	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,553
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$6,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000
Total Direct Costs	\$30,253	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,253
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$30,253	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,253
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N											Yes

Budget Detail - Year 1

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

Yes

A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
		<i>Salary</i>	<i>Rate</i>	<i>Time Worked</i> <i>(# of hours, days, months, years)</i>	<i>Percentage of Time</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
						\$0		\$0
Total(s)						\$0	\$0	\$0

Narrative

Purpose Area #4

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

Purpose Area #4

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A				1	\$0		\$0
iVe Ecosystem Software Training Course	445 Defense Hwy. Annapolis, MD 21401	Lodging	Night	\$140.00	5	1	1	\$700		\$700
Total(s)								\$700	\$0	\$700
Narrative										
<p>This expense will cover the cost of the hotel room for the iVe Training in Annapoils, MD at \$140.00 per night for five days for a total of \$700.00. The officers will be driving to the training. No flight costs are requested.</p>										

Purpose Area #4

D. Equipment						
Item		Computation				
<i>List and describe each item of equipment that will be purchased</i>		<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
				Total(s)	\$0	\$0
Narrative						
<p>The Pittsfield Police Department will purchase Civil Disorder Suits that will provide head to toe coverage with Chest, shoulder/Arm, shin Guard, Knee Guard & Thigh Guard. These suits will be used by the Pittsfield Police Officers to prevent and respond to violent threats of any kind such as and disorder during election details, large-scale events or for the security of at-risk nonprofit organizations. Shipping & Handling costs in the amount of \$353.00 also included for the purchase of the Civil Disorder Suits.</p>						

Purpose Area #4

E. Supplies					
Supply Items		Computation			
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>			
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Civil Disorder Suits	29	\$468.00	\$13,572		\$13,572
Civil Disorder Helmet	29	\$332.00	\$9,628		\$9,628
Shipping & Handling of Civil Disorder Suits	1	\$353.00	\$353		\$353
			Total(s)	\$23,553	\$0
Narrative					
<p>The Pittsfield Police Department will purchase Civil Disorder Suits that will provide head to toe coverage with Chest, shoulder/Arm, shin Guard, Knee Guard & Thigh Guard. The Pittsfield Police Department will also purchase Civil Disorder Helmets. This is a point blank Advanced Riot Control Helmet with a Lite Gas Mask Visor. These suits and helmets will be used by the Pittsfield Police Officers to prevent and respond to violent threats of any kind such as and disorder during election details, large-scale events or for the security of at-risk nonprofit organizations. Shipping & Handling costs in the amount of \$353.00 also included for the purchase of the Civil Disorder Suits.</p>					

Purpose Area #4

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

Purpose Area #4

G. Subawards (Subgrants)					
Description	Purpose	Consultant?			
<i>Provide a description of the activities to be carried out by subrecipients.</i>	<i>Describe the purpose of the subaward (subgrant)</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>			
			Total Cost	Non-Federal Contribution	Federal Request
					\$0
			Total(s)	\$0	\$0

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

Narrative

H. Procurement Contracts

Description	Purpose	Consultant?
-------------	---------	-------------

Purpose Area #4

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

Consultant Travel (if necessary)

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

Narrative

I. Other Costs

Description	Computation
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Purpose Area #4

<i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>	<i>Show the basis for computation</i>						
	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
iVe Ecosystem Software Training Course	2	Training	\$3,000.00	1	\$6,000		\$6,000
				Total(s)	\$6,000	\$0	\$6,000
Narrative							
<p>The requested training for two PPD Officers to attend the iVe training course is a complete indoctrination into vehicle forensics investigations. It covers the entire process of identifying, acquiring, and analyzing data from vehicle systems to aid and assist in criminal investigations and how to use the iVe Ecosystem in the process. This training will be attended by the Detective Captain (Matthew Kirchner) as well as the Traffic Officer (Anthony Dayton). Although the course is \$4,500.00 per person, the Traffic Unit was able to utilize training funds from their budget in the amount of \$3000.00 that were available to defray the total cost of the course for the two Officers attending the training. Therefore, the PPD is requesting through the grant , the difference of 6,000.00 to cover the full cost of the iVe Training.</p>							

Purpose Area #4

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



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

Peter M. Marchetti
Mayor

January 7, 2025

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 \$439,015.06 from the Commonwealth of Massachusetts Executive Office of Public Safety and Security, Office of Grants and Research for the Shannon Community Safety Initiative (CSI) Grant Program.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



**CITY OF PITTSFIELD
POLICE DEPARTMENT**

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

OFFICE OF THE CHIEF OF POLICE

(413) 448-9717

PROFESSIONALISM • ETHICS • INTEGRITY • SENSITIVITY • ACCOUNTABILITY

December 30, 2024

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

Dear Mayor Marchetti,

Submitted for your consideration is an authorization requesting that the City of Pittsfield accept a FY25 Senator Charles E. Shannon Jr. Community Safety Initiative (Shannon CSI) Grant of funds in the amount of \$439,015.06 from the Executive Office of Public Safety and Security/ Office of Grants and Research to the Pittsfield Police Department.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas C. Dawley", written over a horizontal line.

Thomas C. Dawley
Chief of Police

c: Matthew Kerwood, Director of Finance
Rachel Jingst, City Accountant

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A FY25 CHARLES E. SHANNON JR. COMMUNITY SAFETY INITIATIVE GRANT IN THE AMOUNT OF \$439,015.06 FROM THE MASSACHUSETTS EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY

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 FY25 Charles E. Shannon CSI Grant in the amount of \$439,015.06 from the Massachusetts Executive Office of Public Safety & Security to the Pittsfield Police Department.



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

35 Braintree Hill Office Park
Braintree, MA 02184

Tel: (617) 725-3301
Fax: (617) 725-0260

MAURA T. HEALEY
Governor

KIMBERLEY DRISCOLL
Lieutenant Governor

TERRENCE M. REIDY
Secretary

KEVIN STANTON
Executive Director

December 16, 2024

Thomas Dawley, Chief of Police
City of Pittsfield
39 Allen Street
Pittsfield, Massachusetts 01201-6226

Dear Chief Dawley,

I am pleased to inform you that the City of Pittsfield has been awarded **\$439,015.06** from the Office of Grants and Research (OGR) to support the **SFY25 Shannon Community Safety Initiative (CSI) Grant Program**. You are also receiving funds dedicated to target violence prevention initiatives at state or federally-assisted public housing sites in the amount of \$23,324.83, for a total award of \$439,015.06.

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Stanton".

Kevin Stanton
Executive Director



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

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

December 16, 2024

Thomas Dawley, Chief of Police
City of Pittsfield
39 Allen Street
Pittsfield, MA 01201-6226

Dear Chief Dawley,

Congratulations! We are pleased to notify you that the City of Pittsfield has been awarded **\$439,015.06** in state funding from the **SFY25 Shannon Community Safety Initiative (CSI) Grant Program** from the Executive Office of Public Safety and Security's Office of Grants and Research (OGR).

Additional correspondence, including all the documents necessary to make this award official will be forthcoming from OGR. In the meantime, if you have any questions, please feel free to contact Emily Haines at 781-535-0079 or Emily.Fontaine@mass.gov.

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

Sincerely,

A handwritten signature in black ink that reads "M. T. Healey".

GOVERNOR MAURA T. HEALEY

A handwritten signature in black ink that reads "Kim Driscoll".

LT. GOVERNOR KIMBERLEY DRISCOLL

Gregory - Bilotta, Margaret

From: Fontaine, Emily (OGR) <emily.fontaine@mass.gov>
Sent: Monday, December 16, 2024 12:16 PM
To: Dawley, Thomas; Gregory - Bilotta, Margaret; Kerwood, Matthew
Cc: Flynn, Elizabeth M. (OGR); Stanton, Kevin (OGR)
Subject: SFY25 Shannon Community Safety Initiative (CSI) Award Notification - Pittsfield
Attachments: City of Pittsfield_Shannon CSI_SFY25_SC_120520204.pdf; City of Pittsfield GOV Letter.pdf; City of Pittsfield OGR Letter.pdf

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

Congratulations! We are pleased to inform you that you have been awarded funding under the SFY25 Shannon Community Safety Initiative (CSI) grant program funded through the Executive Office of Public Safety and Security's Office of Grants and Research! Attached you will find your awards letters and Standard Contract Form.

In addition to your Shannon award of \$415,690.23, you are also receiving funds dedicated to target violence prevention initiatives at state or federally-assisted public housing sites in the amount of \$23,324.83, for a total award of \$439,015.06.

Please note, the Office of Grants and Research (OGR) respectfully requests that you do not share your award information with the general public (refrain from any local press announcement, etc.) so that the Administration can issue a statewide press release. You will be notified when the press release has been shared.

New this year- in order to accept your award, the contract and following completed and signed* documents are to be uploaded to the online Award Acceptance Form
Please do not send any documents by email. Please return documents by 12/23/24.

Below are the following steps necessary to accept your award.

1. Standard Contract Form(attached to this email) signed and dated by the Authorized Signatory
2. Complete the following required document(s), located on the Shannon webpage here.
 1. OGR General Subgrant Conditions ✓
 2. Revised Budget Excel – *if award amount is different than application request amount* ✓
 - ~~3.~~ Partner Selection workbook -if not already submitted/if partner changes were made since submission of application ✓
 4. Contractor Authorized Signatory Form (CASL). Please also refer to the helpful hints document on completing the CASL form.✓
3. Upload the completed Standard Contract form and Contract Documents here.

Once you have completed the above steps, your program manager will be notified. The official start date of the contract is the date when the Executive Director of the Office of Grants and Research (OGR) countersigns the returned contract form. **Your grant period will not start until on/after January 1, 2025.**

No spending can occur prior. Upon execution, a copy of the signed and dated contract will be sent to your department by email which will inform you of the official start date. Once again, costs incurred prior to the date the contract is signed by OGR cannot be charged against this grant.

If you have any questions, please do not hesitate to reach out. I look forward to working with you!

** Acceptable forms of electronic signatures:*

Electronic signature that is either: a. Hand drawn using a mouse or finger if working from a touch screen device; or b. An uploaded picture of the signatory's hand drawn signature, c. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign, or d. A hand signed signature that is scanned and uploaded.



Emily Haines

Program Coordinator
Office of Grants and Research
35 Braintree Hill Office Park, Suite 302
Braintree, MA 02184
781-535-0079 (office)
508-769-1264 (cell)



Sign up to be notified of grant funding opportunities from OGR.



Standard Contract Upload Form

Award Acceptance Form, Massachusetts Office of Grants and Research (OGR), Justice and Prevention Division

To accept your award for Shannon Community Safety Initiative you must complete the following form and submit the documents requested by 12/23/2024.

The official start date of the contract is when the Executive Director of the Office of Grants and Research (OGR) signs the returned standard contract form and will terminate on 12/31/2025. Costs incurred prior to the date the contract is signed by OGR cannot be charged against this grant. Upon execution, a copy of the signed and dated contract will be sent to your department by email which will inform you of the official start date.

All documents can be found using the following link to the OGR website: <https://www.mass.gov/resources-for-shannon-community-safety-initiative-grant-recipients>

If you have any questions regarding this form and the information requested, please contact **Emily Haines** at emily.fontaine@mass.gov.

Grantee Information

Grantee Name

City of Pittsfield Police Department

Grantee Contact

Margaret Gregory

Email

mgregory@cityofpittsfield.org

Phone

(413) 449-5257

Directions

Please complete all sections in this form.

The "Save" feature at the bottom of each page allows you to save your responses and provides you with a unique link to return at a later time without losing any information you have entered. Please save periodically to avoid data loss. Once you have completed all relevant sections in the report, click the "Submit" button.

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

Standard Contract

CONTRACT.pdf

OGR General Grant Conditions
OGR SRG CONDITIONS.pdf

Fringe Rate Documentation

Contract Authorized Signatory Form
CASL FORM.pdf

Indirect Cost Rate

Excel Budget Workbook
Revised Excel Budget Workbook .xlsm

Partner Selection Workbook

Submitting Your Award Documents

Once you have completed all sections in this form, click the "Submit" button at the bottom of the page. Once you submit the form, you will not be able to edit your responses.

After you click "Submit", you will be emailed a copy of your completed submission in PDF form.

Thank you!

By submitting this form we accept the award from the Office of Grants and Research and agree to the terms of the grant.

Date of Submission
12/27/2024



Standard Contract Upload Form

Thank you for filling out the form. Your response has been recorded. If you have any questions regarding this form and the information requested, please contact Emily Haines at emily.fontaine@mass.gov.

 [Award Acceptance](#)

To accept your award for Shannon Community Safety Initiative you must complete the following form and submit the documents requested by 12/23/2024.

The official start date of the contract is when the Executive Director of the Office of Grants and Research (OGR) signs the returned standard contract form and will terminate on 12/31/2025. Costs incurred prior to the date the contract is signed by OGR cannot be charged against this grant. Upon execution, a copy of the signed and dated contract will be sent to your department by email which will inform you of the official start date.

All documents can be found using the following link to the OGR website: <https://www.mass.gov/resources-for-shannon-community-safety-initiative-grant-recipients>

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Standard Contract



[CONTRACT.pdf](#)
0.2 MB



OGR General Grant Conditions



[OGR SRG CONDITIONS.pdf](#)
1.5 MB



Fringe Rate Documentation

Contract Authorized Signatory Form



[CASL FORM.pdf](#)
0.1 MB



Indirect Cost Rate

Excel Budget Workbook



[Revised Excel Budget Workbook .xlsm](#)
0.2 MB



Partner Selection Workbook

Submitting Your Award Documents

Once you have completed all sections in this form, click the "Submit" button at the bottom of the page. Once you submit the form, you will not be able to edit your responses.

After you click "Submit", you will be emailed a copy of your completed submission in PDF form.

Thank you!

By submitting this form we accept the award from the Office of Grants and Research and agree to the terms of the grant.

Date of Submission

12/27/2024

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



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

CONTRACTOR INFORMATION			COMMONWEALTH INFORMATION		
Contractor Legal Name City of Pittsfield		d/b/a	Department Executive Office of Public Safety & Security	MMARS Code EPS	
Legal Address 70 Allen St. Pittsfield, MA 01201-6250 As entered on Form W-9 or Form W-4			Contract Manager Name Steven Domings	Business Mailing Address 35 Braintree Hill Office Park, Suite 302, Braintree, MA 02184	
Contract Manager Name Thomas Dawley			Billing Address If Different		
Phone (413) 448-9717	Email tdawley@cityofpittsfield.org	Fax	Phone (781) 535-0071	Email steve.m.domings@mass.gov	Fax
Vendor Code VC6000192128			MMARS Doc ID(s) SCEPSFY25SHANNONPITT		
Vendor Code Address ID AD 001 e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			RFR/Procurement or Other ID Number BD-25-1044-EPS11-1044O-106882		
<input checked="" type="radio"/> NEW CONTRACT			<input type="radio"/> 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, and budget.) <input checked="" type="checkbox"/> Department Procurement - Includes all Grants 815 CMR 2.00. (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, and budget.) <input type="checkbox"/> Contract Employee (Attach Employee Status Form, scope, and budget.) <input type="checkbox"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)			Current Contract End Date PRIOR to Amendment Amendment Amount Or Enter "No Change" Amendment Type (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope, or Budget (Attach updated scope and budget.) <input type="checkbox"/> Interim Contract with Current Contractor (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/budget.)		
TERMS AND CONDITIONS					
The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding (Check ONE option): <input checked="" type="radio"/> Commonwealth Terms and Conditions <input type="radio"/> Commonwealth Terms and Conditions for Human and Social Services <input type="radio"/> Commonwealth IT Terms and Conditions					
COMPENSATION (Check ONE option.)					
The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="radio"/> Rate Contract (No Maximum Obligation). (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="radio"/> Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$439,015.06					
PROMPT PAYMENT DISCOUNTS (PPD)					
Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy . Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within: 10 days % PPD. 15 days % PPD. 20 days % PPD. 30 days % PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> Statutory/legal <input type="checkbox"/> Ready Payments (M.G.L. c. 29, § 23A) <input checked="" type="checkbox"/> Agree to standard 45-day cycle <input type="checkbox"/> Only initial payment					
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT					
Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. Senator Charles E. Shannon Jr.; Community Safety Initiative Funding; 2025 Shannon Gang Violence Prevention, Suppression, Intervention; 8100-0111; \$439,015.06					
SUPPLIER DIVERSITY PROGRAM (SDP) PLAN					
Does the Supplier Diversity Program apply? <input checked="" type="radio"/> YES If YES, the Contractor's annual SDP commitment for this Contract is <input type="radio"/> NO If NO, and the department is an Executive Department, enter the appropriate exemption: Grants					
ANTICIPATED START DATE (Complete ONE option only.)					
The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="radio"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="radio"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="radio"/> 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 12/31/2025 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.					
CERTIFICATIONS					
Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.					
AUTHORIZING SIGNATURE FOR THE CONTRACTOR			AUTHORIZING SIGNATURE FOR THE COMMONWEALTH		
Signature <i>Thomas C. Dawley</i>			Signature <i>Kevin J. Stanton</i>		
Date <i>10/19/24</i>			Date		
Print Name Thomas C. Dawley		Print Title Chief of Police	Print Name Kevin J. Stanton		Print Title Executive Director



Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING

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

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

Contractor Legal Name City of Pittsfield Police Department	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) VC6000192129
--	--

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

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

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

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Thomas C. Dawley		Chief of Police	4134489717	tdawley@cityofpittsfield.org
Marc Maddalena		Lt. COPS Bureau	4134489700 ext 575	memaddalena@cityofpittsfield.org
Matthew Kerwood		Director of Finance	4134999466	mkerwood@cityofpittsfield.org

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

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

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

Signature 	Date 12/23/24
Print Name Matthew Kerwood	Phone Number 413-499-9466
Title Director of Finance	Email Address mkerwood@cityofpittsfield.org

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

Attachment A - Budget Worksheet



FY 2025 Senator Charles E. Shannon Jr. Community Safety Initiative

Cost Categories	State Costs	Match Costs	Total Costs
Personnel Costs	\$ -	\$ -	\$ -
Overtime Costs	\$ 40,000.00	\$ -	\$ 40,000.00
Fringe Benefit Costs	\$ -	\$ -	\$ -
Consultants & Contractors	\$ 375,690.23	\$ 148,455.49	\$ 524,145.72
Subawards Costs	\$ -	\$ -	\$ -
Housing Sites Initiative	\$ 23,324.83	\$ 0.01	\$ 23,324.84
Travel Costs	\$ -	\$ -	\$ -
Equipment Costs	\$ -	\$ -	\$ -
Supplies Costs	\$ -	\$ -	\$ -
Other Costs	\$ -	\$ -	\$ -
Total Costs	\$ 439,015.06	\$ 148,455.50	\$ 587,470.56
Match Requirement	\$ 146,338.35		
Name of Applicant Organization			

**Executive Office of Public Safety and Security
Office of Grants and Research
FY 2025 Senator Charles E. Shannon Jr. Community Safety Initiative
Attachment A -**

INSTRUCTIONS: This is a macro-enabled document. Please make sure that you have enabled macros when prompted upon opening this document. Please review the "Opening Document" tab for instructions on how to enable macros. In addition, please take the time to review the AGF to understand allowable and unallowable costs, key dates, and grant requirements. The Items marked as Example are only examples, and do not necessarily reflect items in your requested budget. Please note that the subtotals will auto-populate based on the numbers reported within each category. Your requested budget per cost category shall be entered in the rows below the Examples using the "Add" command button to add another row if needed. If you have any questions, please contact emily.fontolne@mass.gov.

Authorizing legislation mandates that preference be given to applicants submitting a match commitment of 25%. The 25% matching funds may be in the form of municipal or private contributions. The Match amount must be entered into the Match Expenditures column (Column F) in order for the requested amount to be calculated from the Total Expenditures. To determine the 25% match, divide the state funding request by three (3). The resulting figure will equal 25% of the total project cost. Example: If requesting \$300,000 in state funds to support the project, the applicant must provide an additional \$100,000 in matching funds. (\$300,000 / 3 = \$100,000). State funds total \$300,000 (75%), Match funds total \$100,000 (25%), and the Total Project Costs total \$400,000 (100%).

PERSONNEL						
Employee Name	Pay Rate	Quantity	Description	Cash Expenditures	Match Expenditures	Total Expenditures
<i>Example: Sue Smith</i>	\$ 23.4875	300.00	<i>Describe activities of employee here.</i>	\$ 7,046.25	\$ -	\$ 7,046.25
Subtotal(s):				\$ -	\$ -	\$ -

OVERTIME						
Employee Name	Pay Rate	Quantity	Description	Cash Expenditures	Match Expenditures	Total Expenditures
<i>Example: Sue Smith</i>	\$ 40.0000	104.00	<i>Describe activities of overtime here.</i>	\$ 1,660.00	\$ 2,500.00	\$ 4,160.00
	\$ 40,000.0000	1.0000	Hotspot overtime	\$ 40,000.00		\$ 40,000.00
Subtotal(s):				\$ 40,000.00	\$ -	\$ 40,000.00

FRINGE AND PAYROLL TAX						
Employee Name	Wages Applied to Fringe	Contract Fringe Rate	Description	Cash Expenditures	Match Expenditures	Total Expenditures

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

CONSULTANTS & CONTRACTORS

Contractor/Consultant Name	Pay Rate	Quantity	Description	Cash Expenditures	Match Expenditures	Total Expenditures
<i>Example: JJ Counseling</i>	\$ 200.0000	24.00	<i>Describe activities of Consultants & Contractors here.</i>	\$ 2,000.00	\$ 2,800.00	\$ 4,800.00
18 Degrees, Inc.	\$ 21.6900	214.5000	Case Manager - AS	\$ 4,652.51		\$ 4,652.51
18 Degrees, Inc.	\$ 25.2900	390.0000	Case Manager - BG	\$ 9,863.10		\$ 9,863.10
18 Degrees, Inc.	\$ 22.8600	1950.0000	Case Manager - GK	\$ 44,577.00		\$ 44,577.00
18 Degrees, Inc.	\$ 23.4400	1950.0000	Case Manager - JF	\$ 45,708.00		\$ 45,708.00
18 Degrees, Inc.	\$ 22.3400	1950.0000	Case Manager - RA	\$ 43,563.00		\$ 43,563.00
18 Degrees, Inc.	\$ 29.3400	1950.0000	Program Manager	\$ 57,213.00		\$ 57,213.00
18 Degrees, Inc.	\$ 22.8600	1950.0000	Outreach Worker - SB	\$ -	\$ 44,577.00	\$ 44,577.00
18 Degrees, Inc.	\$ 26.3600	975.0000	Mentor coordinator	\$ -	\$ 25,701.00	\$ 25,701.00
18 Degrees, Inc.	\$ 37.4900	19.5000	Director of Grants	\$ -	\$ 731.06	\$ 731.06
18 Degrees, Inc.	\$ 49.7000	97.5000	VP Youth & Community Development	\$ 2,422.88	\$ 2,422.88	\$ 4,845.75
18 Degrees, Inc.	\$ 47.9000	19.5000	VP Advancement	\$ -	\$ 934.05	\$ 934.05
18 Degrees, Inc.	\$ 326,953.4700	0.1000	Payroll Taxes (10%)	\$ 25,258.75	\$ 7,436.60	\$ 32,695.35
18 Degrees, Inc.	\$ 326,953.4700	0.1300	Fringe Benefit Factor (13%)	\$ 32,836.37	\$ 9,667.58	\$ 42,503.95
18 Degrees, Inc.	\$ 13,710.0000	0.6200	13,710 miles at .62/mile	\$ 8,500.20		\$ 8,500.20
18 Degrees, Inc.	\$ 14,860.0000	1.0000	Office supplies and program support - copy paper, folders, pens, publications allocation, payroll processing fees, etc.	\$ 12,822.65	\$ 2,037.35	\$ 14,860.00
18 Degrees, Inc.	\$ 13,000.0000	1.0000	Occupancy costs	\$ 11,000.00	\$ 2,000.00	\$ 13,000.00
18 Degrees, Inc.	\$ 26,050.0000	1.0000	Team building activities for clients/mentors to build relationships and community events	\$ 15,765.78	\$ 10,284.22	\$ 26,050.00
18 Degrees, Inc.	\$ 7,500.0000	1.0000	Staff/Mentor trainings	\$ -	\$ 7,500.00	\$ 7,500.00
18 Degrees, Inc.	\$ 13,300.0000	1.0000	Client Assistance/Incentives (Clothing, Remote Learning, etc.)	\$ 5,500.00	\$ 7,800.00	\$ 13,300.00
18 Degrees, Inc.	\$ 6,000.0000	1.0000	Telephone/Cell phone	\$ 5,000.00	\$ 1,000.00	\$ 6,000.00
18 Degrees, Inc.	\$ 9,000.0000	1.0000	Staff Recruitment	\$ 2,000.00	\$ 7,000.00	\$ 9,000.00
18 Degrees, Inc.	\$ 455,804.9700	0.1500	Allocated Administrative Costs	\$ 49,006.99	\$ 19,363.76	\$ 68,370.75
18 Degrees, Inc.						
18 Degrees, Inc.						
Subtotal(s):				\$ 375,690.23	\$ 148,455.49	\$ 524,145.72

SUBAWARDS

Subaward Name	Rate	Quantity	Description	Cash Expenditures	Match Expenditures	Total Expenditures
<i>Example: Subaward ABC</i>	\$ 50,000.0000	1.00	<i>Describe activities of Subawardee here.</i>	\$ 35,000.00	\$ 15,000.00	\$ 50,000.00
Subtotal(s):				\$ -	\$ -	\$ -

HOUSING SITES INITIATIVE

Activity	Rate	Quantity	Description	Cash Expenditures	Match Expenditures	Total Expenditures
<i>Example: Activity ABC</i>	\$ 75,000.0000	1.00	<i>Describe activities of Housing Sites here.</i>	\$ 50,000.00	\$ 25,000.00	\$ 75,000.00
18 Degrees, Inc.	\$ 21.6900	760.5000	Housing partnership - AS	\$ 16,495.25		\$ 16,495.25
18 Degrees, Inc.	\$ 16,495.2450	0.1000	Payroll tax	\$ 1,649.52		\$ 1,649.52
18 Degrees, Inc.	\$ 16,495.2450	0.1300	Fringe	\$ 2,144.38		\$ 2,144.38
18 Degrees, Inc.	\$ 20,237.9514	0.1500	Indirect expenses	\$ 3,035.68	\$ 0.01	\$ 3,035.69
18 Degrees, Inc.						
Subtotal(s):				\$ 23,324.83	\$ 0.01	\$ 23,324.84

TRAVEL

Employee Name	Rate	Quantity	Description	Cash Expenditures	Match Expenditures	Total Expenditures
<i>Example: Sue Smith</i>	\$ 0.6200	125.00	<i>Describe activities or Travel here.</i>	\$ 77.50	\$ -	\$ 77.50
Subtotal(s):				\$ -	\$ -	\$ -

EQUIPMENT

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

SUPPLIES

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

OTHER

Item/Company	Cost	Quantity	Description	Cash Expenditures	Match Expenditures	Total Expenditures
<i>Example: Telephone</i>	\$ 65.0000	6.00	<i>Describe activities or other items here.</i>	\$ 390.0000	\$ -	\$ 390.0000
Subtotal(s):				\$ -	\$ -	\$ -
Grand Total(s):				\$ 439,015.06	\$ 148,455.50	\$ 587,470.56



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

Peter M. Marchetti
Mayor

January 7, 2025

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 \$124,749.00 from the Commonwealth of Massachusetts Executive Office of Public Safety and Security, Massachusetts Emergency Management Agency, for the Hazard Mitigation Grant Program.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



City of Pittsfield Fire Department

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

December 10, 2024

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

Dear Mayor Marchetti,

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

Sincerely,

Thomas Sammons
Fire Chief

Cc: Rachel Jingst, City Accountant
Nicole Gai, Assistant Treasurer

City of Pittsfield

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

No. _____

IN CITY COUNCIL

AN ORDER

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

Ordered:

MANAGEMENT AGENCY

That the City of Pittsfield, by and through its Mayor and City Council, is hereby authorized to accept an appropriation of funds in the amount of One Hundred Twenty Four Thousand Seven Hundred Forty Nine Dollars (\$124,749.00) 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.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: www.mass.gov/mema

Maura T. Healey
Governor

Dawn Brantley
Director

Kimberley Driscoll
Lt. Governor

Terrence M. Reidy
Secretary

November 26, 2024

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

Re: Hazard Mitigation Grant Program
HMGP 4651-12 3 Fire Station Generators

Dear Mayor Marchetti,

The Federal Emergency Management Agency (FEMA) has approved Hazard Mitigation Grant Program (HMGP) funding for the City of Pittsfield **3 Fire Station Generators** project.

The City of Pittsfield has received a FEMA award of \$124,749.00 and will be reimbursed up to 54.17% of approved, allowable, and eligible costs, up to the Federal Award, as stipulated by the grant agreement and 2 CFR Part 200. This is a reimbursable grant program and expenses must be incurred and paid, prior to being reimbursed. Please note that any project revisions, changes or deviations from the FEMA-approved grant application must be approved in writing by both MEMA and FEMA in order to be eligible for grant reimbursement. The scope of work for this project includes construction; it does not include R&D.

Please Note: work cannot begin on this project until the contract is executed by all parties and a Notice to Proceed is issued. In order to execute this agreement, the following forms relative to the attached grant agreement must be reviewed, completed and signed.

- 1) **Contractor Authorized Signatory Listing:** The Authorized Signatory must complete and sign the CASL according to instructions provided.
- 2) **Standard Contract Form and Commonwealth Terms and Conditions:** The Authorized Signatory must complete, sign and hand date the form as the Contractor, on page 1 of this document.
- 3) **FEMA Acknowledgment of Programmatic Requirements:** The previously signed FEMA AoPR is enclosed for reference.
- 4) **Project Scope of Work:** The approved Scope of Work is included.
- 5) **Record of Environmental Consideration:** The FEMA REC is included for reference.

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
20 Forge Parkway
Franklin, MA 02038
Tel: 774-613-5400

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-750-1400 Fax: 413-821-1599

- 6) **Budget Information:** The budget has been completed according to the approved budget included in your application, with the funds allocated through the appropriate fiscal years.
- 7) **Work Schedule:** The work schedule has been prepared to coincide with the contract start and end dates.
- 8) **Designation of Project Manager Form:** The Authorized Signatory must appoint a local Project Manager for this Agreement; please complete and sign the form provided.
- 9) **Federal Funding Accountability and Transparency Act (FFATA):** This form must be completed and signed in blue ink.
- 10) **MEMA Sub-recipient Pre-Award Risk Assessment Questionnaire:** This form must be completed and signed by either the Authorized Signatory or CFO.
- 11) **MEMA Terms and Conditions:** These are conditions set forth by MEMA. Please review and sign this document. These conditions/requirements must be satisfied to be eligible for reimbursement.
- 12) **2022 DHS Standard Terms and Conditions:** Please review this document; these conditions/requirements must be satisfied to be eligible for funding.
- 13) **FEMA Award Letter:** A copy of the FEMA Award Letter is enclosed for your reference. .

Documents requiring signature must be returned utilizing one of the following methods:

- Utilize Adobe signature to place your electronic signature on each form requiring signature and return by email (this method must show the signatory's name, title and signature date);
- Print the documents, sign the hard copy, scan and return the signed documents by email;
- Print the documents, sign the hard copy and return the original wet ink signed documents by mail.

(Please note that typed text of a name in computer generated cursive script, that is not generated by a digital tool such as Adobe Sign, is not an acceptable form of signature.)

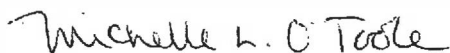
Please return this fully executed contract package within 30 days by email to: beth.dubrawski@mass.gov, or by mail to:

**Massachusetts Emergency Management Agency
Attn: Beth Dubrawski
Mitigation and Recovery Grants Support Coordinator
400 Worcester Road
Framingham, MA 01702**

Once the Authorized Signatory has signed all required forms, MEMA will approve the contract and return a countersigned copy to you with the Notice to Proceed. Please carefully review all provisions of the attached grant agreement prior to executing the documents.

Please do not hesitate to contact Beth Dubrawski at (508) 820-1425, or by email at beth.dubrawski@mass.gov, with any questions or concerns regarding these documents.

Sincerely,



Michelle O'Toole
Hazard Mitigation Unit Supervisor
State Hazard Mitigation Officer

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
20 Forge Parkway
Franklin, MA 02038
Tel: 774-613-5400

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-750-1400 Fax: 413-821-1599



FEMA

Acknowledgment of Programmatic Requirements

Major Disaster: FEMA-4651-DR-MA

Hazard Mitigation Grant Program Project Number: 4651-12.R

Project Name: City of Pittsfield Fire Stations

Recipient: Massachusetts Emergency Management Agency

Subrecipient: City of Pittsfield

Project Location: 331 Housatonic Street, 8 Holmes Road, 74 Columbus Avenue

Project Coordinates: Latitude: 42.443300; 42.442870; 42.452020, Longitude: -73.270320; -73.235200; -73.254550

Project Description / Scope of Work:

The City of Pittsfield would use Hazard Mitigation Grant Program (HMGP) funding to replace three (3) generators at three (3) fire stations throughout the City. The generators would be code compliant, and each would be placed outside the buildings on 5-foot by 7-foot concrete pads. Work would also include the installation of 6-foot chain link fences with gates around each new generator.

Federal Funding: The Federal Award is \$124,749.00, which is 54.1765% of the total approved project cost of \$230,264.

Non-Federal Funding: As a condition of the Federal Award, the Recipient is required to contribute a Non-Federal match of \$105, 515 which is 45.823% of the total approved project cost.

Approved Non-Federal Match:

Source: Local Agency Funding

Type: Cash

Description: The City of Pittsfield will meet the local match fund requirements.

The Recipient is responsible for the Non-Federal share and any actual costs that exceed the total approved project cost. The Recipient will follow all Non-Federal matching requirements set forth in applicable law, regulations, and FEMA guidance and in compliance with 2 C.F.R. § 200.306. The Non-Federal match must be available at the time FEMA approves the Federal Award. The Recipient will ensure the Non-Federal cost share, cash and/or third-party in-kind contributions meet all the following criteria:

- Are verifiable from the Non-Federal entity's records.
- Are not included as contributions for any other Federal Award.
- Are necessary and reasonable for accomplishment of project or program objectives.
- Are allowable under Subpart E - Cost Principles.
- Are not paid by the Federal Government under another Federal Award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs.
- Are provided for in the approved budget when required by the Federal Awarding agency.



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 (AEF), 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 change made on or by attachment in the form of addendum, engagement letter, contract forms or brochure inserts to the terms in this published form or to the Standard Contract Form Definitions and Contractor Certifications, the Commonwealth Terms and Conditions, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <http://www.masscontract.com/forms>. Forms are also posted at OSD Forms: <http://www.mass.gov/contracts/forms>.

CONTRACTOR LEGAL NAME: City of Providence Lead Office:		COMMONWEALTH DEPARTMENT NAME: MA Emergency Management Agency MAEAS Department Code: CMA	
Legal Address: 64 1/2 W-4 th 78 Allen Street, Providence, MA 01291		Business Mailing Address: 400 Worcester Road, Framingham, MA 01702	
Contract Manager: Peter Marchetti, Mayor	Phone: (415)929-0321	Billing Address (if different):	Contract Manager: Michele O'Toole, State Hazard Mitigation Officer
E-Mail: p.marchetti@providence.ri.gov	Fac:	E-Mail: michele.otoole@mass.gov	Phone: 508-629-1445
Contractor Vendor Code: VC9000192128		MAEAS Doc ID#: FHM0946511212P1TT97LE	Fac: 508-629-1404
Vendor Code Address ID (e.g. "AD001": AD001;		RRR-Procurement or Other ID Number: FHM094651	
(Note: This Address ID must be set up for EFT payments.)			

REQUIREMENT (R) EXCEPTION TYPE: (Check one option only)

NEW CONTRACT

- Balance Contract (OSD or an OSD-designated Department)**
- Coderate Purchase (Attach OSD approval, scope, budget)**
- Important Procurement (Includes all Grants - 816 CMR 2.00) (Substantive Notice or RFR, and Response or other procurement supporting documentation)**
- Emergency Contract (Attach justification for emergency, scope, budget)**
- Contract Employee (Attach Employment Status Form, scope, budget)**
- Other Procurement Exception (Attach authorizing language, legislation with specific exception or statute, and exception justification, 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): Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services Commonwealth IT Terms and Conditions

CONTRACTOR'S STATEMENT: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of the 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 816 CMR 9.00.

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.)

Maximum Obligation Contract: Enter the maximum obligation for total duration of this contract (or new total if Contract is being amended): 129,700.00

PROFIT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting expedited 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: agrees to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29 § 22A) only initial payment (Advance Payments scheduled to support standard EFT 45 day payment cycle. See Payment Pay Discount Policy.)

DEFINITION OF CONTRACT PERFORMANCE or SEASON 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.) The purpose of this contract is to award funds granted under the FEMA HMP 4651 Hazard Mitigation Grant Program, Amendment 1 with 87 ADR for the 3 Firm Station Generator. See attached approval 850% of Work.

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

- 1. may be incurred as of the Effective Date (attach signature date below) and all obligations have been incurred prior to the Effective Date.
- 2. may be incurred as of 20 a date LATER than the Effective Date below and all obligations have been incurred prior to the Effective Date.
- 3. was 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 (except releases) by the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of 10/15/2025, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive termination for the purpose of resolving any claim or dispute, for complying any negotiated terms and warranties, to allow any dues out or termination performance, reporting, billing or final payments, or during any legal or arbitration proceedings.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that the 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 reviewed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications upon request to support compliance, and agrees that all terms governing performance of the 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, the Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (including any language selected 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 cost, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X Date: 12/12/24

Print Name: Peter M. Marchetti

Print Title: Mayor

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X Date:

Print Name: Randall Lill

Print Title: Chief Fiscal Officer



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

Peter M. Marchetti
Mayor

January 7, 2025

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 \$68,500.00 from the Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



CITY OF PITTSFIELD

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

December 30, 2024

TO THE HONORABLE MAYOR:

Requested hereby is your authorization to accept a grant of funds in the amount of \$68,500 from the MA Executive Office of Energy and Environmental Affairs, Department of Conservation and Recreation. This grant will be used to plant new street trees along Dexter, Dillon, Lillian, and Marcella streets.

Sincerely,

Justine Dodds
Director

cc. City Accountant

City of Pittsfield

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

No. _____

IN CITY COUNCIL

AN ORDER

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT
OF FUNDS FROM THE MASSACHUSETTS EXECUTIVE OFFICE OF ENERGY AND
ENVIRONMENTAL AFFAIRS

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 Sixty Eight Thousand Five Hundred (\$68,500) Dollars, from the Commonwealth of Massachusetts, Executive Office of Energy and Environmental Affairs, Department of Conservation and Recreation and that said funds may be expended pursuant to Massachusetts General Laws, Chapter 44, section 53A, and in accordance with the provisions of the grant award, a copy of the contract which is attached to this Order.



The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Maura T. Healey
GOVERNOR

Kimberley Driscoll
LIEUTENANT GOVERNOR

Rebecca L. Tepper
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1081
<http://www.mass.gov/eea>

December 16, 2024

James McGrath, Park and Open Space Program Manager
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Re: Pittsfield's Cool Corridors project

Dear James

I am pleased to share that the City of Pittsfield has been selected by the Executive Office of Energy and Environmental Affairs (EEA) to receive up to \$68,500 in Cool Corridors grant funding. These funds will support the City in your efforts to plant 40 new trees and provide 2 years of watering.

Please plan to complete the project by June 30, 2026 to ensure reimbursement is successfully processed. If you anticipate difficulties in meeting this deadline, please contact me immediately at darya.mattes@mass.gov.

Conditions of Award

The Cool Corridors Project reimbursement is contingent upon satisfactory completion of the following:

1. Adherence to all contract specifications
2. Submission of a reimbursement form by July 14, 2026 with documentation of all expenses incurred

Next Steps

Sign and return the following attached documents as soon as possible, and not later than December 23, 2024:

- State Standard Contract. This document allows our fiscal department to establish an account for your project. The project contact listed is responsible for receiving and responding to all project correspondence. If this is not yourself, please identify the appropriate individual to serve as the project contact.
- FRF Contract Addendum. This lists additional contract requirements that are in place because many DCS programs are currently funded in part with federal ARPA funds.
- Contractor Authorized Signatory Form. This form is signed by the same individual authorized

to sign the contract, with a certified officer to confirm the authority of the contract signatory.

Congratulations on your successful application, and feel free to be in touch with any questions as you move forward with this project.

Sincerely,

Darya Mattes
Resilient Lands Initiative Grants Administrator, Division of Conservation Services

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



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

CONTRACTOR INFORMATION			COMMONWEALTH INFORMATION		
Contractor Legal Name City of Pittsfield		d/b/a	Department Executive Office of Energy & Environmental Affairs		MMARS Code ENV
Legal Address 70 Allen Street, Pittsfield, MA 01201			Contract Manager Name Darya Mattes		Business Mailing Address 100 Cambridge Street, 9 th Floor, Boston, MA 02114
Contract Manager Name James McGrath			Billing Address If Different		
Phone 413-499-9344	Email jmcgrath@cityofpittsfield.org	Fax	Phone 617-721-4864	Email darya.mattes@mass.gov	Fax
Vendor Code VC6000192129			MMARS Doc ID(s)		
Vendor Code Address ID AD e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			RFR/Procurement or Other ID Number ENV 25 DCS 09		
<input checked="" type="checkbox"/> NEW CONTRACT			<input type="checkbox"/> CONTRACT AMENDMENT		
Procurement or Exception Type (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, and budget.) <input checked="" type="checkbox"/> Department Procurement - Includes all Grants §15 CMR 2.00. (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, and budget.) <input type="checkbox"/> Contract Employee (Attach Employee Status Form, scope, and budget.) <input type="checkbox"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)			Current Contract End Date PRIOR to Amendment Amendment Amount Or Enter "No Change" Amendment Type (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Data, Scope, or Budget (Attach updated scope and budget.) <input type="checkbox"/> Interim Contract with Current Contractor (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/budget.)		
TERMS AND CONDITIONS					
The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions for Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions					
COMPENSATION (Check ONE option)					
The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation). (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$68,500					
PROMPT PAYMENT DISCOUNTS (PPD)					
Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy . Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within: 10 days % PPD. 15 days % PPD. 20 days % PPD. 30 days % PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> Statutory/legal <input type="checkbox"/> Ready Payments (M.G.L. c. 29 § 23A) <input checked="" type="checkbox"/> Agree to standard 45-day cycle <input type="checkbox"/> Only initial payment					
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT					
Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. The project will plant 40 new trees and provide 2 years of watering, in accordance with the terms of the Cool Corridors Grant Program and application filed by the City of Pittsfield, and on file with the Executive Office of Energy and Environmental Affairs, Division of Conservation Services.					
SUPPLIER DIVERSITY PROGRAM (SDP) PLAN					
Does the Supplier Diversity Program apply? <input type="checkbox"/> YES If YES, the Contractor's annual SDP commitment for this Contract is <input type="checkbox"/> NO If NO, and the department is an Executive Department, enter the appropriate exemption:					
ANTICIPATED START DATE (complete ONE option only.)					
The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 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, 2026, 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 §61 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.					
AUTHORIZING SIGNATURE FOR THE CONTRACTOR Signature and date must be captured at time of signature.			AUTHORIZING SIGNATURE FOR THE COMMONWEALTH Signature and date must be captured at time of signature.		
Signature _____		Date 12-17-2024	Signature _____		Date _____
Print Name Peter M. Marchetti		Print Title Mayor	Print Name _____		Print Title _____

ATTACHMENT A – SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

INSTRUCTIONS: In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the Following attachment shall contain a specific detailed description of all obligations, responsibilities and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *Attach as many additional pages as necessary.* {See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.}

City of Pittsfield Cool Corridors Project FY25: The project will plant 40 new trees and provide 2 years of watering in accordance with the terms of the Cool Corridors Grant Program and application filed by the City of Pittsfield, and on file with the Executive Office of Energy and Environmental Affairs, Division of Conservation Services. The City will be reimbursed for eligible costs up to the \$68,500 grant award as evidenced by the submittal of invoices and canceled municipal checks.

ATTACHMENT B – BUDGET AND APPROVED EXPENDITURES

{The Department and Contractor may complete this format or attach an approved alternative Budget format or Invoice.
Items Identified below which are not part of the Contract should be left blank.
Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
FY25 Tree planting and 8 weeks of watering				\$ 39,500
FY26 Remaining 29 weeks of watering (summer-fall 2025 and spring 2026)				\$29,000
				\$
				\$
SUBTOTAL (this page)				\$ 68,500

MAXIMUM OBLIGATION	\$ 68,500
---------------------------	------------------

Page 1 of 1 Budget pages
Attachment B is subject to any restrictions or additional provisions outlined in Attachment A



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

Peter M. Marchetti
Mayor

January 7, 2025

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

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amount of \$15,000.00 from the New England Foundation for the Arts.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



CITY OF PITTSFIELD, MASSACHUSETTS
OFFICE OF CULTURAL DEVELOPMENT

December 17, 2024

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

Dear Mayor Marchetti:

Submitted herewith for your consideration is an Order accepting a grant of funds in the amount of \$15,000.00 from the New England Foundation for the Arts. This grant includes Pittsfield in the ***Making it Public for MA Municipalities 2025 cohort***. It will continue the work that Pittsfield has started to bring more vibrant, more equitable public artmaking practices to the community.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Jennifer Glockner".

Jennifer Glockner
Director, Office of Cultural Development

cc: Rachel Jingst, City Accountant

Enclosure

City of Pittsfield

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

No. _____

IN CITY COUNCIL

AN ORDER

**AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS IN
THE AMOUNT OF \$15,000 FROM THE NEW ENGLAND FOUNDATION FOR THE
ARTS (NEFA)**

Ordered:

That the City of Pittsfield, acting by and through its Mayor and City Council, is hereby authorized to accept a grant of funds in the amount of Fifteen Thousand Dollars (\$15,000.00) from the New England Foundation for the Arts (NEFA), and that said funds may be expended pursuant to Massachusetts General Laws, Chapter 44, Section 53A, and in accordance with the provisions of this grant, a copy of which is attached to this Order.



NEW ENGLAND FOUNDATION FOR THE ARTS
 321 Harrison Ave.
 Boston, MA 02118

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), entered into on October 30, 2024 is made by and between **New England Foundation for the Arts, Inc., ("NEFA")**, a Massachusetts non-profit corporation with a principal place of business at 321 Harrison Ave, Suite 420, Boston, MA 02118, AND the **City of Pittsfield** with its principal place of business at 70 Allen Street, Pittsfield, MA 01201.

In this agreement the City of Pittsfield is referred to as the "Contractor"; NEFA and Contractor will collectively be referred to as the "Parties".

In exchange for valuable consideration, the sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants and promises set forth herein, the Parties collectively agree as follows:

1. **Services and Work Products.** During the term of this Agreement, the Parties shall collectively furnish the "Services and/or Work Products" as described below:
 - a. Services
 Contractor administers a Call for Temporary Public Art in 2025-2026, that exemplify applied learnings from the *Making it Public* workshop series and alignment with NEFA's *Public Art Values*.
 - i. See Appendix A for a detailed Scope of Work.
 - b. Work Products
 Contractor shall produce a Call for Temporary Public Art in 2025-2026, in alignment with municipal procurement of public art in Massachusetts.
 - i. See Appendix A for details.
 - c. Contractor shall provide 2-3 high resolution images of the final temporary artwork funded, along with relevant image descriptions and photo crediting information.
2. **Payments.** In exchange for the satisfactory performance of the Services and the timely completion and delivery of the Work Products prior to Termination, NEFA shall pay the Contractor the following amounts in accordance with the terms set forth below.
 - a. The Contractor shall be paid by NEFA, according to the following payment schedule:

	Payment Amount
20% of funding will be issued from NEFA to the municipality upon NEFA counter-signing the agreement; payment will be issued by January 30, 2025.	\$3,000

<p>40% of funding will be issued from NEFA to the municipality upon:</p> <ul style="list-style-type: none"> - Approval of the Call for Temporary Public art from NEFA and - Municipality publicizing the Call for Temporary Public Art 	<p>\$6,000</p>
<p>40% of funding will be issued from NEFA to the municipality upon completion of the artist selection process.</p>	<p>\$6,000</p>

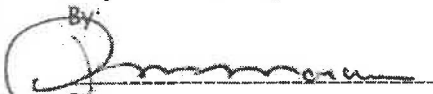
3. **Term.** The term of this Agreement (the "Term") shall commence as of the later date of the final execution of this contract, and it shall expire by December 31, 2026. All Services and Work Products are to be complete by the expiration of this Agreement. This Agreement may be renewed prior to expiration of the Term, only by the written agreement of all Parties.
4. **Termination.** This Agreement may be terminated for any reason by any party without penalty prior to the expiration of the Term by such party providing at least thirty (30) days written notice to the others, at the addresses listed above. If any party provides such written notice, this Agreement shall terminate effective on the date specified in such notice. Upon termination by either party, NEFA shall only be liable for payment of amounts earned by Contractor as a result of work satisfactorily performed prior to the effective date of the termination. The Contractor shall have no further responsibility to perform any task under this Agreement after the effective date of the termination. Contractor' obligations under the succeeding paragraphs of this Agreement shall survive termination.
5. **Indemnification.** To the extent permitted by MA state law, the Parties agree to individually assume responsibility for any and all claims, losses, or liability arising from any act, omission, or failure of itself, its subrecipients, subcontractor, officers, agents, and employees relating to this agreement. The parties further agree to hold each other harmless from such claims to the extent permitted by law.
6. **Contractor as Independent Contractor.** The Parties agree that in all respects the Contractor' relationship to NEFA shall be that as independent Contractor. The Parties shall not act or represent that they are acting as an agent, and shall have no authority to create, assume or incur any obligation or liability on the part, of the other party. Nothing in this Agreement is intended to limit a party's right to contract or affiliate with any other third party. Contractor acknowledges and agrees that he/she shall not be deemed a NEFA employee and shall not be entitled to any employee benefits, including any insurance benefits, otherwise available to NEFA employees. Contractor operates free from the direction and control of NEFA in connection with the performance of the Services and shall be free to devote its/their time and resources to such other activities as he/she deems appropriate, consistent with its/their obligations under this Agreement.
7. **Conflict of Interest.** NEFA is a charitable tax-exempt organization and must therefore engage only in activities which accomplish one or more of its tax-exempt purposes. The Contractor warrants that it/they has/have received and reviewed NEFA's Conflict of Interest Policy and is not involved, and shall not be involved during the Term, in any activity which constitutes a conflict of interest under the terms of that policy. The Contractor agrees to notify NEFA immediately in writing if any situation arises which might constitute a conflict of interest as defined in the policy.

8. **Crediting.** NEFA shall provide attribution to the Contractor when it uses any Work Products created under this Agreement. The Contractor shall provide attribution to NEFA when it uses any Work Products under the Agreement, as follows: "Funding was provided [in part] by New England Foundation for the Arts (NEFA)."
9. **Use of Promotional Materials.** NEFA shall have the ability to use the name of the Contractor and the name of its/their project in mediums such as photography, video, reviews, and descriptive text, and other artist promotional materials related to this contract, in the promotion of NEFA programs through publications, NEFA's web site, video sampler, and the like and as otherwise necessary to carry out the terms of this Agreement. The Contractor shall not use NEFA's name, symbols, or service marks, except as specified and required under this Agreement, without the prior written approval of such use and its form by NEFA.
10. **Ownership and Rights.** The Parties shall provide one another with unlimited access to any work product created under this Agreement, including but not limited to all work papers, data, reports, questionnaires and other material prepared, produced or collected as part of this Agreement. The Parties retain the rights to reproduce, publish, and otherwise use, and authorize others to use any work developed under this Agreement.
 - a. Notwithstanding the foregoing, to the extent that any work product created under this Agreement derives from, is based upon or arises out of Contractor's pre-existing works (collectively, "Derivative Works"), Contractor shall grant a gratis, perpetual, worldwide license to NEFA in all Derivative Works.
11. **Confidentiality.** As used in this Agreement, "Confidential and Proprietary Information" means any business or technical information and materials regarding NEFA that is disclosed to the Contractor or to which the Contractor have access hereunder (including, without limitation, inventions, improvements, techniques, processes, research and development plans, data, formulas, products, technology; marketing and sales plans, financial forecasts, profits, costs, operations, donor information, grantee information, names of personnel and compensation data), which: (i) if disclosed in writing, is marked "confidential" or "proprietary" at the time of such disclosure; (ii) if disclosed orally, is identified as "confidential" or "proprietary" at the time of such disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days after any such disclosure; or (iii) under the circumstances of disclosure, a person exercising reasonable business judgment would understand to be confidential or proprietary.
 - a. Contractor will use Confidential and Proprietary Information only in the manner and for the purposes expressly set forth in this Agreement and in compliance with Massachusetts state laws, including but not limited to the Massachusetts Public Records Law, MGL c. 66. Section 10.
 - b. The Parties acknowledge that the Contractor is a public entity. It will take no affirmative steps to disclose information identified as "confidential" and/or "protected" or other similar description to third parties. In the event of a request for information pursuant to the Commonwealth of Massachusetts Public Records Law, M.G.L. c. 66, § 10, or upon the Contractor's receipt of legal process to turn over any such described information, Contractor will promptly notify NEFA of the request or order so that it can obtain legal protection to defend itself against such disclosure. Failure by either NEFA to obtain legal process within 7 business days of Contractor's notification of a public records request or order, or earlier subject to a judicial order, shall entitle Contractor to disclose the requested information with impunity.

12. **Contractor Representations And Warranties.** Contractor represents and warrants that:
(a) Contractor has the complete power and authority to enter into this Agreement, to grant and assign the rights granted and assigned under this Agreement, and to perform its obligations hereunder; (b) Contractor has no pre-existing obligations or commitments (and will not assume or undertake any obligations or commitments) that would interfere with or restrict the Contractor's performance of its obligations under this Agreement; and, (c) None of the work product produced by Contractor under this Agreement will violate or infringe the intellectual property rights of any third party.
13. **Transferability.** The Parties agree that they will not transfer or assign their rights and obligations under this Agreement to another party without express written approval of all Parties.
14. **Access to Records.** NEFA, the Federal agency whose grant funds this agreement, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this agreement for the purpose of making audits, examinations, excerpts and transcriptions.
15. **Governing Law.** This Agreement is subject to and to be construed in accordance with the laws of the Commonwealth of Massachusetts and each party consents to the exclusive jurisdiction and venue of the state and federal courts of Massachusetts for all disputes or claims hereunder.
16. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No terms or conditions, other than those set forth herein, and no amendments or modifications hereto shall be binding unless made in a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first written above.

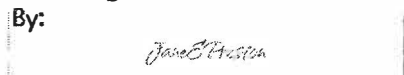
City of Pittsfield, MA

By: 
Signature

Peter Marchetti
Printed name

UEI (Unique Entity ID)

New England Foundation for the Arts, Inc.

By: 
BOX SIGN 4637V621-19K112R6
Jane Preston, Deputy Director, Programs;
Authorized NEFA Officer

Nov 26, 2024

Appendix A: Scope of Work

Purpose:

The New England Foundation for the Arts (NEFA) in partnership with the Metropolitan Area Planning Council's (MAPC) Arts and Culture Department, invites municipalities in Massachusetts to participate in the *Making it Public for MA Municipalities 2025* cohort.

Through *Making it Public* and funding artists through municipalities, NEFA aims to foster a community of practice that is inspiring more vibrant and just public spaces and culture through public artmaking across MA. To learn more about NEFA's vision and values for public art, visit [NEFA's website](#).

Participating municipalities will be asked to provide at least **two staff members** who can commit to fully participating in the workshop series (January – April 2025) and conduct a Call for Temporary Public Art (April 2025 – December 2026).

Municipalities selected for the 2025 Cohort will:

- Participate in *Making it Public*, a free biweekly workshop series with 6 training sessions over 11 weeks (January – April 2025) facilitated by MAPC and designed to support Massachusetts municipal staff in facilitating a more inclusive and equitable process for administering a Call for Temporary Public Art.
- Apply the learnings from the workshop series to release a Call for Temporary Public Art by the end of December 2025. Each participating municipality will receive a \$15,000 grant from NEFA to fund artists selected through the Call for Temporary Public Art in 2025. Additional technical assistance from NEFA and MAPC will also be available (April 2025 – December 2026).
- Support the selected artist(s) throughout the process, implementation, and celebration of the public art project in 2025-2026 (e.g. permits, accessing an approved vendor, connecting with other municipal departments, etc.).

Roles and Responsibilities:

Pittsfield will:

- **Support two municipal staff members who are interested and available, to participate in the 2025 *Making it Public* workshop series and conduct a Call for Temporary Public Art in 2025.** (OPTIONAL: Participating municipalities are also welcomed to invite a third team member. This may be another municipal staff or a community-based partner who may be interested in supporting your municipality in fostering more vibrant and just public artmaking in your communities. Note: the additional team member should not be expected to administer the Call for Temporary Public Art process, particularly if they are not a municipal employee.)
 - **Estimated Time Commitment:**
 - January 23 – April 8, 2025
 - Estimating 2-5 hours/week per participant (to attend the workshop and complete the weekly biweekly assignments). Orientation, workshops and drop-in group office hours are all virtual and will be conducted live on Zoom.
 - April 2025 – December 2026
 - Estimating a minimum of:
 - 20 hours of work to launch the call
 - 20 – 30 hours to administer the call and support the selection process.
 - 2025 – 2026

- Depending on when the project takes place in 2025-2026, estimating 20 hours to support the selected artist(s) throughout the process, implementation, and celebration of the public art project (e.g. permits, accessing an approved vendor, connecting with other municipal departments, etc.).

See important deadlines regarding deliverables outlined in the detailed timeline below.

- **Authorize funding for a Call for Temporary Public Art.** Signature of municipal officer duly authorized to bind municipality to:
 - Receive \$15,000 of grant funding from NEFA.
 - Re-grant AT LEAST 80% (\$12,000) of the NEFA grant (\$15,000) as payment directly to the selected artist(s) by the municipality through the Call for Temporary Public Art. Note about funding from NEFA: The remaining 20% (\$3,000) may go towards the artist(s) selected, or be used towards participating in this opportunity and administering these funds (e.g. provide a stipend to community-based partners to participate in Making it Public 2025, support equitable and inclusive outreach strategies and/or honoraria to reviewers in the artist selection process, etc.). OPTIONAL: Municipalities may choose to match the NEFA grant up to \$15,000 (making total grant available for this Call for Temporary Public Art up to \$30,000).
 - Support the selected artist(s) throughout the process, implementation, and celebration of the public art project (e.g. permits, accessing an approved vendor, connecting with other municipal departments, etc.).
- **Provide 2-3 high resolution images of the final temporary artwork funded, along with relevant image descriptions and photo crediting information.**

NEFA will:

- **Co-host *Making it Public*, a free virtual training customized for municipal staff in Massachusetts by the Metropolitan Area Planning Council's Arts and Culture Department to equip MA municipalities to foster a community of practice that is inspiring more vibrant and just public spaces and culture through public artmaking across MA. See detailed timeline below.**
- **Provide Municipality with up to 2 hours of one-on-one technical assistance with developing the Call for Temporary Public Art; technical assistance will be provided by Metropolitan Area Planning Council (MAPC) and/or NEFA staff.**
- **Provide \$15,000 grant funding to Municipality.**
 - If municipality does not uphold any of the following requirements, NEFA reserves the right to withhold some or all of the grant funding:
 - Municipal commitment to authorize funding for a Call for Temporary Public Art
 - AT LEAST 80% (\$12,000) of the NEFA grant must be re-granted directly to the artist(s) selected through the Call for Temporary Public Art in 2025 as either seed or match funding.
 - Call for Temporary Public Art must exemplify applied learnings from the *Making it Public* workshop series and alignment with NEFA's Public Art Values.

- NEFA will distribute grant payment to Municipality accordingly:
 - 20% of funding will be issued from NEFA to the municipality upon NEFA counter-signing the agreement; payment will be issued by January 30, 2025.
 - 40% of funding will be issued from NEFA to the municipality upon: Approval of the Call for Temporary Public art from NEFA and municipality publicizing the Call for Temporary Public Art.
 - 40% of funding will be issued from NEFA to the municipality upon completion of the artist selection process.

Detailed Timeline

Timeline	Details
January - April 2025	<p>Making it Public for MA Municipalities runs January 28 - April 8, 2025.</p> <p>Tentative workshop schedule:</p> <ol style="list-style-type: none"> 1. Tuesday, January 28, 2025; 10a-12p - Orientation (required) 2. Tuesday, February 4, 2025; 11a-12p - Drop-in Group Office Hours 3. Tuesday, February 11, 2025; 10a-12p - What is Public Art? 4. Tuesday, February 18, 2025; 11a-12p - Drop-in Group Office Hours 5. Tuesday, February 25, 2025; 10a-12p - Foundations of a Temporary Call for Public Art 6. Tuesday, March 4, 2025; 11a-12p - Drop-in Group Office Hours 7. Tuesday, March 11, 2025; 10a-12p - Criteria, Application and Reviewer Rubric 8. Tuesday, March 18, 2025; 11a-12p - Drop-in Group Office Hours 9. Tuesday, March 25, 2025; 10a-12p - Grant Agreements w/Artists and Chapter 30B 10. Tuesday, April 1, 2025; 11a-12p - Drop-in Group Office Hours 11. Tuesday, April 8, 2025; 10a-12p - Supporting Artists Through the Process <p>Workshops are bi-weekly on Tuesdays, January 28 - April 8, 2025, from 10a-12p ET. Participation in all 6 workshops is required.</p> <p>Drop-in Group Office Hours - Tuesdays from 11a-12p ET, during off weeks: Optional bi-weekly space to speak with facilitators and peers about the homework and/or workshop content as you begin to build your Call for Temporary Public Art. Although Drop-in Group Office Hours are not required, participation is highly recommended.</p>
April 2025 - December 2026	<p>Important deadlines for deliverables:</p> <p>By June 30, 2025 - Municipalities submit a first DRAFT of the Call for Temporary Public Art for review by NEFA/MAPC. June-August NEFA/MAPC staff provide feedback.</p> <p>By August 31, 2025 - Municipalities submit revisions of Call for Temporary Public Art, along with draft application materials, selection rubrics, and artist grant agreements for review. September-October NEFA/MAPC staff provide feedback.</p> <p>By November 1, 2025 - Municipalities submit FINAL Call, Application, Selection Rubric for final approval and before publicizing the call (timing will vary based on when municipality is aiming to publicize the call).</p> <p>By December 31, 2025 - Call for Temporary Public Art is publicized by each municipality</p>

	By June 30, 2026 - Artist(s) selected. Support artists through implementation and celebration in 2026!
2026	Support artists through implementation and celebration! Provide 2-3 high resolution images of the final temporary artwork funded, along with relevant image descriptions and photo crediting information.



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

Peter M. Marchetti
Mayor

January 7, 2025

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 donation of funds in the amount of \$1,000.00 from Berkshire Community Action Council.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



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

December 9, 2024

Honorable Peter M. Marchetti, Mayor

City of Pittsfield

70 Allen Street

Pittsfield, MA 01201

Dear Mayor Marchetti,

Submitted herewith for your consideration is an authorization requesting the City of Pittsfield/ Retired and Senior Volunteer Program to accept a donation from Berkshire Community Action Council, in the amount of \$1,000 for volunteer appreciation.

Sincerely,


Lisa A. Torrey

Director RSVP

Cc: Rachel Jingst, City Accountant; Matthew Kerwood, City Treasurer



RSVP Volunteers . . . Priceless!



City of Pittsfield

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

IN CITY COUNCIL

A N O R D E R

**AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A DONATION OF FUNDS
IN THE AMOUNT OF \$1,000 FROM BERKSHIRE COMMUNITY ACTION COUNCIL**

Ordered:

That the City of Pittsfield, acting by and through its Mayor and City Council, is hereby authorized to accept a donation of funds in the amount of One Thousand Dollars (\$1,000.00) from Berkshire Community Action Council for RSVP Volunteer Appreciation, and that said funds may be expended pursuant to Massachusetts General Laws, Chapter 44, Section 53A, a copy of which is attached to this Order.

Payee RSVP
Vendor ID RSVP

Account #:

2173
12/5/2024

Invoice	Description	Discount	Amount
RSVP-112624	VOLUNTEER APPRCIATION	\$0.00	\$1,000.00
Total :		\$0.00	\$1,000.00

2173

53-7152/2118
54787173

CHECK NUMBER

BERKSHIRE COMMUNITY ACTION COUNCIL INC.
1631 EAST STREET
PITTSFIELD, MA 01201
PH 413-445-4503

ADAMS COMMUNITY BANK
CHESHIRE, MA 01225

****One Thousand and 00/100 Dollars

DATE	AMOUNT
12/5/2024	\$1,000.00

PAY
TO THE
ORDER
OF

RSVP
16 BARTLETT AVE
PITTSFIELD, MA 01201

SECOND SIGNATURE REQUIRED OVER \$25000

AUTHORIZED SIGNATURE

⑈002173⑈ 1:2118715231:3440689236⑈



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

Peter M. Marchetti
Mayor

January 7, 2025

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 transferring and appropriating the amount of \$63,000.00 between line items within the City Solicitor's Fiscal Year 2025 budget.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



CITY OF PITTSFIELD

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

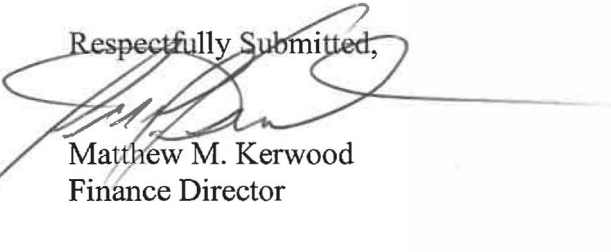
January 6, 2025

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

Dear Mayor Marchetti:

Submitted for your consideration, is an authorization transferring and appropriating \$63,000 between line items within the City Solicitor's fiscal year 2025 budget. This request is to fund the salary of the newly hired City Solicitor for the remainder of the fiscal year.

Respectfully Submitted,



Matthew M. Kerwood
Finance Director

cc: Rachel Jingst, City Accountant

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

TRANSFERRING AND APPROPRIATING THE AMOUNT OF \$63,000.00
BETWEEN LINE ITEMS WITHIN THE CITY SOLICITOR'S FISCAL YEAR 2025
BUDGET

Ordered:

That the sum of \$63,000 be, and hereby is, transferred and appropriated between line items within the City Solicitor's budget as follows:

FROM: 01014-57600 Legal Fees \$63,000.00

TO: 01014-51006 Deputy Purchasing Agent \$63,000.00



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

Peter M. Marchetti
Mayor

January 7, 2025

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

Dear Councilors,

Submitted herewith for your consideration is an Order authorizing the Mayor to enter into a five (5) year contract commencing on July 1, 2025 with the Department of Environmental Protection and WM Recycle America, LLC for the purpose of processing the city's recyclables.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure

City of Pittsfield

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

No. _____

IN CITY COUNCIL

AN ORDER

AN ORDER AUTHORIZING THE MAYOR TO ENTER INTO A FIVE (5) YEAR CONTRACT COMMENCING ON JULY 1, 2025 WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND WM RECYCLE AMERICA, LLC FOR THE PURPOSE OF PROCESSING THE CITY'S RECYCLABLES

Ordered:

That the Mayor is authorized to enter into a five (5) year contract with the Department of Environmental Protection and WM Recycle America, LLC for the purposes of processing the city's recyclables at the Springfield Material Recycling Facility (MRF) located at 84 Birnie Avenue, Springfield Massachusetts.



CITY OF PITTSFIELD

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

January 14, 2025

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Submitted herewith for your approval is an amendment and extension to the existing contract between Pittsfield, the Department of Environmental Protection and the Springfield Materials Recycling Facility Contractor. The current contract expires on June 30, 2025, and the proposed extension has been carefully negotiated by representatives of the Massachusetts Department of Environmental Protection (MassDEP), Waste Management, and the MRF Advisory Board to ensure favorable terms for all participating municipalities.

Key Details of the Extension:

- **Duration:**
The contract will extend for five years, from July 1, 2025, to June 30, 2030.
- **Clauses that are not changing:**
 - **Processing Fees:** Annual fees will increase by 2.5% per ton, with specific adjustments outlined for each year. This is the same percentage increase as established in the original agreement.
 - **Revenue Sharing:** Remains unchanged from the original agreement.
 - When the Average Market Value (AMV) is below the processing fee then the AMV is deducted from the processing fee.
 - When the AMV exceeds the processing fee then 70% of the AMV is paid to the community.
 - **Contamination and Adjustments:**
Updated fees and policies aim to ensure efficient processing and maintain sustainability in operations.
 - **Removal of Glass Credit:**
Communities delivering loads substantially free of glass will receive \$5 per ton credit, providing cost-saving opportunities.
- **New to this amendment:**
 - **Processing Fee Adjustment:** In addition to the processing fees, the contract includes a provision for an annual processing fee adjustment of one percent (1%) of the prior year's processing fee, beginning on July 1, 2026. This adjustment will be deducted monthly from the Average Market Value (AMV).
 - **Tonnage Fee Adjustment:** Additionally, a tonnage fee adjustment will apply when annual tonnage falls below the baseline of 16,800 tons. This adjustment ensures that the MRF Contractor has sufficient revenue to operate the facility.

The amendments also address financial adjustments for tonnage variations, increase incentives for reducing contamination, and ensure stability in operational costs. Importantly, there are no changes to the list of acceptable recyclable materials, preserving consistency for residents. This extension is critical for maintaining Pittsfield's commitment to sustainable waste management practices and ensuring the continued availability of regional recycling infrastructure.

Respectfully Submitted,


Ricardo Morales
Commissioner of Public Services & Utilities

Cc: Matt Kerwood, Finance Director

**Amendment #1 to Designated Community Contract between
the Massachusetts Department of Environmental Protection,
the Contractor and a Designated Community**

This is an Amendment ("Amendment #1") made by and among the Commonwealth of Massachusetts, acting through its Department of Environmental Protection (hereinafter "Department"), _____ (hereinafter "Designated Community"), and WM Recycle America, LLC (hereinafter "Contractor"), to a contract among the parties for the processing of recyclables.

WHEREAS, the Department has entered into the Commonwealth Contract with the Contractor pursuant to which the Contractor shall Receive and Process Program Recyclables from the Designated Community in accordance with the terms of that Commonwealth Contract, and

WHEREAS, the Department, the Contractor and the Designated Community have entered into a contract pursuant to which the Contractor receives and processes recyclables from the Designated Community in accordance with the terms of the Commonwealth Contract and such contract (the "Designated Community Contract"), and

WHEREAS, the Department and the Contractor have amended the Commonwealth Contract and therefore the parties desire to amend the Designated Community Contract,

NOW, THEREFORE, the Department, the Contractor and the Designated Community agree as follows:

1. CONSTRUCTION.

A. All capitalized terms undefined in this Amendment shall have the same meaning as set forth in the Designated Community Contract.

B. All references to Exhibit 1 in the Designated Community Contract shall refer to Exhibit 1 attached to the original Designated Community Contract for the period beginning on the Commencement Date until June 30, 2025, and shall refer to Amendment 1, Exhibit 1, attached to this Amendment and made a part hereof beginning July 1, 2025, and continuing until June 30, 2030, or at such earlier time should the Commonwealth Contract be terminated in whole or with respect to Dual Stream services.

2. TERM OF CONTRACT

A. Article 2 of the Designated Community Contract is amended as follows:

i. Section 2.2.2 is added as follows:

"2.2.2 The parties have agreed to a renewal term pursuant to Section 2.4 hereof which shall be for a period of five (5) years, commencing on July 1, 2025, and terminating on June 30, 2030, or at

such earlier time should the Commonwealth Contract be terminated in whole or with respect to Dual Stream services.”

ii. Section 2.3(i) is deleted and replaced with the following:

For the purposes of clarity, and notwithstanding anything in the foregoing to the contrary,

“The Department shall provide the Contractor with an executed Amendment #1 to the Commonwealth Contract and all executed Amendments to the Designated Community Contract on or before December 31, 2024. If, by December 31, 2024, the Commonwealth fails to sign Amendment #1 to the Commonwealth Contract and/or receive fully signed Amendments to the Designated Community Contracts in such form as this Amendment #1 representing not less than 14,000 tons of Dual Stream Recyclable Material per year based on the monthly reports submitted to the Department by the Contractor for the period July 1, 2023, through June 30, 2024, plus any reasonably expected annual tonnage for newly signed Designated Communities, Contractor may, in its sole discretion, notify the Designated Community in writing given not later than March 31, 2025, that this Amendment #1 is void and of no effect and that the Commonwealth Contract and all Designated Community Contracts will terminate on June 30, 2025. If no such notice is given, the Commonwealth Contract, as amended, and all Designated Community Contracts which have been amended shall be in full effect in accordance with their terms.”

Section 2.3 (ii) is deleted.

Effective July 1, 2025, Section 2.4 is amended by changing “two (2) additional five (5) year terms ... to “one (1) additional five-year term ...”

3. CONTAMINATED LOADS.

Effective July 1, 2025, Section 4.5.2 is amended by adding the following:

“Effective July 1, 2025, this section shall be amended to change the material disposal charge for all tons of Contamination greater than fifteen percent (15%) to be \$130.00 per ton and the reloading fee to be \$300.00 per ton throughout this section. Such fees will be increased July 1, 2026, and every July 1 thereafter during the term of this Contract by 3.5%.”

4. FINANCIAL TERMS

Article 6, Section 6.1, Processing Fee, of the Designated Community Contract is amended by adding the following:

“Beginning July 1, 2026 and every July 1 thereafter, the Processing Fee shall increase by 2.5% as shown below.

“July 1, 2025 through June 30, 2026 \$105.79

"July 1, 2026 through June 30, 2027	\$108.43
"July 1, 2027 through June 30, 2028	\$111.14
"July 1, 2028 through June 30, 2029	\$113.92
"July 1, 2029 through June 30, 2030	\$116.77"

5. REVENUE SHARE PAYMENT/CHARGES

Article 6.3 of the Designated Community Contract is amended by adding the following:

"Notwithstanding the foregoing, from July 1, 2025, through June 30, 2030, the Contractor shall calculate the Average Market Value (AMV) and AMV Net Value in accordance with Exhibit 1 attached to this Amendment #1 and, notwithstanding the foregoing, Contractor shall pay or charge the Designated Community as set forth above, provided however that all references to AMV shall be references to AMV Net Value, as such term is defined in Exhibit 1 to this Amendment."

6. NOTICE

Article 10 of the Designated Community Contract is deleted and replaced as follows:

"Article 10 Notice

"All notices given under this Contract by the Designated Community shall be deemed properly served if delivered in writing to:

Mr. Steven Ellis
Massachusetts Department of Environmental Protection
436 Dwight Street
Springfield, MA 01103

WM Recycle America, L.L.C.
800 Capitol Street, Suite 3000
Houston, TX 77002
Attn.: President

With a copy to:
WM Recycle America, L.L.C.
800 Capitol Street, Suite 3000
Houston, TX 77002
Attn.: Law Department"

7. EFFECTIVE DATE

This Amendment is effective on the date the last of the parties has signed this Amendment.

IN WITNESS WHEREOF, the Commonwealth of Massachusetts, acting by and through its Commissioner of the Department of Environmental Protection, the Designated Community, and the Contractor have hereunto set their hands and seals:

I certify that I am duly authorized to enter into this Contract on behalf of:

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

By: _____ Date: _____
Title:

DESIGNATED COMMUNITY

By: _____ Date: _____
Title:

By: _____ Date: _____
Title:

By: _____ Date: _____
Title:

CONTRACTOR

By: _____ Date: _____
Title:

Exhibit 1: Composition and Average Market Value of Recovered Materials

Effective July 1, 2025

1. The percentages used to calculate the Average Market Values (AMV) are estimates of the Recovered Material composition of Dual Stream Program Recyclables and Residue.
2. In addition to the processing fee set forth in Section 6.1, there shall be an annual processing fee adjustment of one percent (1%) of the prior year's processing fee beginning July 1, 2026. Such adjustments will be cumulative. The processing fee adjustment will be subtracted from the AMV as shown in Table 1. The processing fee adjustments shall be as follows:

YEAR	CUMULATED PROCESSING FEE ADJUSTMENT PER TON
July 1, 2025 through June 30, 2026	\$0.00
July 1, 2026 through June 30, 2027	\$1.06
July 1, 2027 through June 30, 2028	\$2.14
July 1, 2028 through June 30, 2029	\$3.25
July 1, 2029 through June 30, 2030	\$4.39

3. The Recovered Material composition percentages in Table 1 shall be used for Dual Stream Program Recyclables.
4. The Contractor shall calculate the AMV each month.
5. The commodity market indices utilized in Table 1 are intended to reflect the average market value, in the northeastern United States, of Recovered Materials. PS means the average of the prices for the appropriate grade of material published at <http://recyclingmarkets.net/secondaryfiber/index.html> for the Northeast USA/Maritimes Region first dated price each month, retroactive to the first of the month. SMP means the average of the prices for the appropriate grade of material published at www.SecondaryMaterialsPricing.com for the New York (NE USA/Maritimes) Region, first dated price each month, retroactive to the first of the month.
6. Glass and Dual Stream Commingled Plastics are based on Actual Value. Actual Value means the average price paid to or charged to the Processing Facility during the month of delivery, less any freight or other charges paid to third parties.
7. The Residue Fee in Table 1 as of July 1, 2025, shall be \$90.51/ton and shall be increased 3.5% annually on July 1 each year beginning July 1, 2026.
8. The tonnage expected to be delivered by all Designated Communities who have executed Amendment #1 to the Designated Community Contract is not less than 16,800 tons per yearly period from July 1 through June 30 (each such period beginning July 1, 2025, a "Renewal Year"). "Base Tonnage" for Renewal Year 1 (July 1, 2025, through June 30, 2026) means the tonnage of Dual Stream Recyclable Material represented by fully signed Amendments to the Designated Community Contracts in such form of this Amendment #1 based on the monthly reports submitted to the Department by the Contractor for the period July 1, 2023, to June 30, 2024, plus any reasonably expected annual tonnage for newly signed Designated Communities. "Base Tonnage" for Renewal Years 2, 3, 4 and 5 means the tonnage delivered during the prior Renewal Year plus any reasonably expected annual tonnage for newly signed Designated Communities. The AMV, as defined below, shall be reduced by the Tonnage Fee Adjustment, if any, during each Renewal Year.

Base Tonnage	Tonnage Fee Adjustment per Ton					
	Renewal Year 1	Renewal Year 2	Renewal Year 3	Renewal Year 4	Renewal Year 5	
16,800 and up	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
16,500 to 16,799	\$2.50	\$2.56	\$2.63	\$2.69	\$2.76	
16,000 to 16,499	\$5.00	\$5.13	\$5.25	\$5.38	\$5.52	
15,500 to 15,999	\$7.50	\$7.69	\$7.88	\$8.08	\$8.28	
15,000 to 15,499	\$10.00	\$10.25	\$10.51	\$10.77	\$11.04	
14,500 to 14,999	\$12.50	\$12.81	\$13.13	\$13.46	\$13.80	
14,000 to 14,499	\$15.00	\$15.38	\$15.76	\$16.15	\$16.56	
Below 14,000	\$17.50	\$17.94	\$18.39	\$18.85	\$19.32	

9. If the Base Tonnage (as that term is defined in this Exhibit 1) is 14,000 or less and Contractor does not exercise its right to terminate the Commonwealth Contract and void the Amendment to this Contract, or if the tonnage in any twelve (12) month period during the term of this Contract is 14,000 or less, the Contractor may, in its sole discretion, move the processing of Recyclable Material to a facility other than the Receiving Facility. Once such move has been made, the Contractor shall have no obligation to Process the Recyclable Material at the Receiving Facility, even if the tonnage of Dual Stream Materials exceeds 14,000 tons in any twelve (12) month period. The pricing set forth in the Contract and this Exhibit, including the Tonnage Fee Adjustments and the Processing Fee Adjustment, shall apply regardless of the location of Processing.
10. The Contractor shall continue to pay for two (2) subscriptions to applicable indices, or a substitute subscription in accordance with paragraph 11 below for the Commonwealth and provide the username and password for each subscription to the Commonwealth.
11. If at any time during the term of the Contract applicable indices no longer post or otherwise provide the applicable market indices, or if such indices do not accurately reflect the value of such materials, then the Contractor and the Commonwealth shall jointly select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information. A change in the market indices used shall become effective on the first day of the month following joint agreement and for the remainder of the Contract, or until subsequently replaced.
12. The Revenue Share Payment formula in Section 6.3 of this Contract shall be used for calculating payments and charges to Designated Communities from July 1, 2025, through June 30, 2030.

13. "AMV Net Value", as shown on Table 1, shall refer to the net dollar amount calculated after the Processing Fee Adjustment and the Tonnage Fee Adjustment have been subtracted from the Average Market Value (AMV).

TABLE 1: Average Market Value (AMV) - Dual Stream – Payment/Charge				
Recovered Material	Recovered Material Index	Recovered Material Composition/Ton	Index Value/Ton	AMV Value
OCC (Cardboard)	PS 11 Corrugated Containers	21.17%	\$	\$
Mixed Paper #54	PS 54 Mixed Paper (MP)	39.75%	\$	\$
Aluminum Beverage Cans	SMP for Aluminum Cans (Sorted, Baled, cents/lb. picked up) minus \$.25 per pound	0.83%	\$	\$
Steel/Tin Cans	50% of SMP Steel Cans (Sorted, Baled, \$/Gross ton, picked up)	3.87%	\$	\$
PET (Plastic #1)	SMP for PET (baled, cents/lb. picked up)	2.15%	\$	\$
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, cents/lb. picked up)	1.09%	\$	\$
Colored HDPE (Plastic #2)	SMP for Colored HDPE (baled, cents/lb. picked up)	1.19%	\$	\$
Commingled Plastics, #3-7	Actual Value	7.42%	\$	\$
Glass	Actual Value	17.54%	\$	\$
Residue	Residue Fee	5.00%	\$	\$
		100%	\$	\$
	Average Market Value (AMV)			\$
	Processing Fee Adjustment			\$
	Tonnage Fee Adjustment			\$
	AMV Net Value			\$



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

Peter M. Marchetti
Mayor

January 7, 2025

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 twelve (12) Orders classifying members of twelve (12) Boards or Commissions as Special Municipal Employees.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

CLASSIFYING MEMBERS OF THE BERKSHIRE ANTHENAUM BOARD OF TRUSTEES AS SPECIAL MUNICIPAL EMPLOYEES

Ordered:

SECTION I

All present and future members of the Berkshire Athenaeum Board of Trustees shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to committee members only in the performance of their powers and duties as members of the Berkshire Athenaeum Board of Trustees.

SECTION II

This order shall take effect upon enactment.

City of Pittsfield

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

IN CITY COUNCIL

A N O R D E R

No. _____

CLASSIFYING MEMBERS OF THE BERKSHIRE COUNTY REGIONAL HOUSING AUTHORITY BOARD AS SPECIAL MUNICIPAL EMPLOYEES

Ordered:

SECTION I

All present and future members of the Berkshire County Regional Housing Authority Board shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to committee members only in the performance of their powers and duties as members of the Berkshire County Regional Housing Authority Board.

SECTION II

This order shall take effect upon enactment.

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

CLASSIFYING MEMBERS OF THE CULTURAL COUNCIL AS SPECIAL MUNICIPAL EMPLOYEES

Ordered:

SECTION I

All present and future members of the Cultural Council shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to committee members only in the performance of their powers and duties as members of the Cultural Council.

SECTION II

This order shall take effect upon enactment.

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

CLASSIFYING MEMBERS OF THE LICENSING BOARD AS SPECIAL MUNICIPAL EMPLOYEES

Ordered:

SECTION I

All present and future members of the Licensing Board shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to committee members only in the performance of their powers and duties as members of the Licensing Board.

SECTION II

This order shall take effect upon enactment.

City of Pittsfield

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

No. _____

IN CITY COUNCIL

AN ORDER

CLASSIFYING MEMBERS OF THE PARK COMMISSION AS SPECIAL MUNICIPAL EMPLOYEES

Ordered:

SECTION I

All present and future members of the Park Commission shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to committee members only in the performance of their powers and duties as members of the Park Commission.

SECTION II

This order shall take effect upon enactment.

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

CLASSIFYING MEMBERS OF THE PITTSFIELD HOUSING AUTHORITY AS SPECIAL MUNICIPAL EMPLOYEES

Ordered:

SECTION I

All present and future members of the Pittsfield Housing Authority shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to committee members only in the performance of their powers and duties as members of the Pittsfield Housing Authority.

SECTION II

This order shall take effect upon enactment.

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

CLASSIFYING MEMBERS OF THE PITTSFIELD RETIREMENT BOARD AS SPECIAL MUNICIPAL EMPLOYEES

Ordered:

SECTION I

All present and future members of the Pittsfield Retirement Board shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to committee members only in the performance of their powers and duties as members of the Pittsfield Retirement Board.

SECTION II

This order shall take effect upon enactment.

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

CLASSIFYING MEMBERS OF THE RSVP ADVISORY BOARD AS SPECIAL MUNICIPAL EMPLOYEES

Ordered:

SECTION I

All present and future members of the RSVP Advisory Board shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to committee members only in the performance of their powers and duties as members of the RSVP Advisory Board.

SECTION II

This order shall take effect upon enactment.

City of Pittsfield

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

IN CITY COUNCIL

A N O R D E R

No. _____

CLASSIFYING MEMBERS OF THE SCHOOL BUILDING NEEDS COMMISSION AS SPECIAL MUNICIPAL EMPLOYEES

Ordered:

SECTION I

All present and future members of the School Building Needs Commission shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to committee members only in the performance of their powers and duties as members of the School Building Needs Commission.

SECTION II

This order shall take effect upon enactment.

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

CLASSIFYING MEMBERS OF THE TRAFFIC COMMISSION AS SPECIAL MUNICIPAL EMPLOYEES

Ordered:

SECTION I

All present and future members of the Traffic Commission shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to committee members only in the performance of their powers and duties as members of the Traffic Commission.

SECTION II

This order shall take effect upon enactment.

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

CLASSIFYING MEMBERS OF THE WAHCONAH PARK RESTORATION COMMITTEE AS SPECIAL MUNICIPAL EMPLOYEES

Ordered:

SECTION I

All present and future members of the Wahconah Park Restoration Committee shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to committee members only in the performance of their powers and duties as members of the Wahconah Park Restoration Committee.

SECTION II

This order shall take effect upon enactment.

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

CLASSIFYING MEMBERS OF THE ZONING BOARD OF APPEALS AS SPECIAL MUNICIPAL EMPLOYEES

Ordered:

SECTION I

All present and future members of the Zoning Board of Appeals shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to committee members only in the performance of their powers and duties as members of the Zoning Board of Appeals.

SECTION II

This order shall take effect upon enactment.



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

Peter M. Marchetti
Mayor

January 7, 2025

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 twenty-one (21) Ordinances amending City Code, Chapter 2 for twenty one (21) Boards or Commissions by adding a section to classify members as Special Municipal Employees.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ARTICLE XIV, DEPARTMENT OF COMMUNITY DEVELOPMENT

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

The Code of the City of Pittsfield, Chapter 2, Article XIV, Department of Community Development be amended by adding thereto Section 2-71.1 - Special Municipal Employees:

SECTION I

Sec. 2-71.1. Special Municipal Employees.

All present and future members of the Community Development Board shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to board members only in the performance of their powers and duties as outlined in Chapter 2, Article XIV of the Code of the City of Pittsfield and Massachusetts General Laws, including, but not limited to, MGL Chapter 40, Section 8A, MGL Chapter 40D, MGL Chapter 41 and MGL Chapter 43C.

SECTION II

This ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ARTICLE XV, BOARD OF APPEALS

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

The Code of the City of Pittsfield, Chapter 2, Article XV, Board of Appeals be amended by adding thereto Section 2-76.1 - Special Municipal Employees:

SECTION I

Sec. 2-76.1. Special Municipal Employees.

All present and future members of the Board of Appeals shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to board members only in the performance of their powers and duties as outlined in Chapter 2, Article XV of the Code of the City of Pittsfield and Massachusetts General Laws, including, but not limited to, MGL Chapter 41, Section 81Z.

SECTION II

This ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ARTICLE XVI, MUNICIPAL AIRPORT COMMISSION

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

The Code of the City of Pittsfield, Chapter 2, Article XVI, Municipal Airport Commission be amended by adding thereto Section 2-78.1 - Special Municipal Employees:

SECTION I

Sec. 2-78.1. Special Municipal Employees.

All present and future members of the Municipal Airport Commission shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to commission members only in the performance of their powers and duties as outlined in Chapter 2, Article XVI of the Code of the City of Pittsfield and Massachusetts General Laws, including, but not limited to, MGL Chapter 90, Section 51D through 51N.

SECTION II

This ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ARTICLE XVII, SISTER CITIES COMMISSION

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

The Code of the City of Pittsfield, Chapter 2, Article XVII, Sister Cities Commission be amended by adding thereto Section 2-85.2 - Special Municipal Employees:

SECTION I

Sec. 2-85.2. Special Municipal Employees.

All present and future members of the Sister Cities Commission shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to commission members only in the performance of their powers and duties as outlined in Chapter 2, Article XVII of the Code of the City of Pittsfield.

SECTION II

This ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ARTICLE XVIII, BOARD OF HEALTH

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

The Code of the City of Pittsfield, Chapter 2, Article XVIII, Board of Health be amended by adding thereto Section 2-87.1 - Special Municipal Employees:

SECTION I

Sec. 2-87.1. Special Municipal Employees.

All present and future members of the Board of Health shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to board members only in the performance of their powers and duties as outlined in Chapter 2, Article XVIII of the Code of the City of Pittsfield and Massachusetts General Laws, including, but not limited to, MGL Chapter 111.

SECTION II

This ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ARTICLE XIX, TAXICAB COMMISSION

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

The Code of the City of Pittsfield, Chapter 2, Article XIX, Taxicab Commission be amended by adding thereto Section 2-91.1 - Special Municipal Employees:

SECTION I

Sec. 2-91.1. Special Municipal Employees.

All present and future members of the Taxicab Commission shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to commission members only in the performance of their powers and duties as outlined in Chapter 2, Article XIX of the Code of the City of Pittsfield.

SECTION II

This ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ARTICLE XX, COUNCIL ON AGING

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

The Code of the City of Pittsfield, Chapter 2, Article XX, Council on Aging be amended by adding thereto Section 2-97.1 - Special Municipal Employees:

SECTION I

Sec. 2-97.1. Special Municipal Employees.

All present and future members of the Council on Aging shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to council members only in the performance of their powers and duties as outlined in Chapter 2, Article XX of the Code of the City of Pittsfield.

SECTION II

This ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ARTICLE XXI, CONSERVATION COMMISSION

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

The Code of the City of Pittsfield, Chapter 2, Article XXI, Conservation Commission be amended by adding thereto Section 2-108.1 - Special Municipal Employees:

SECTION I

Sec. 2-108.1. Special Municipal Employees.

All present and future members of the Conservation Commission shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to commission members only in the performance of their powers and duties as outlined in Chapter 2, Article XXI of the Code of the City of Pittsfield and Massachusetts General Laws, including, but not limited to, MGL Chapter 40.

SECTION II

This ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ARTICLE XXII, HISTORICAL COMMISSION

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

The Code of the City of Pittsfield, Chapter 2, Article XXII, Historical Commission be amended by adding thereto Section 2-113.1 - Special Municipal Employees:

SECTION I

Sec. 2-113.1. Special Municipal Employees.

All present and future members of the Historical Commission shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to commission members only in the performance of their powers and duties as outlined in Chapter 2, Article XXII of the Code of the City of Pittsfield and Massachusetts General Laws, including, but not limited to, MGL Chapter 40, Section 8D.

SECTION II

This ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ARTICLE XXVIII, PERSONNEL REVIEW BOARD

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

The Code of the City of Pittsfield, Chapter 2, Article XXVIII, Personnel Review Board be amended by adding thereto Section 2-149.1 - Special Municipal Employees:

SECTION I

Sec. 2-149.1. Special Municipal Employees.

All present and future members of the Personnel Review Board shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to board members only in the performance of their powers and duties as outlined in Chapter 2, Article XXVIII of the Code of the City of Pittsfield.

SECTION II

This ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ARTICLE XXXIII, MOBILE HOME PARK RENT CONTROL BOARD

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

The Code of the City of Pittsfield, Chapter 2, Article XXXIII, Mobile Home Park Rent Control Board be amended by adding thereto Section 2-171.1 - Special Municipal Employees:

SECTION I

Sec. 2-171.1. Special Municipal Employees.

All present and future members of the Mobile Home Park Rent Control Board shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to board members only in the performance of their powers and duties as outlined in Chapter 2, Article XXXIII of the Code of the City of Pittsfield.

SECTION II

This ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ARTICLE XXXVI, CULTURAL DEVELOPMENT BOARD

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

The Code of the City of Pittsfield, Chapter 2, Article XXXVI, Cultural Development Board be amended by adding thereto Section 2-189.3 - Special Municipal Employees:

SECTION I

Sec. 2-189.3. Special Municipal Employees.

All present and future members of the Cultural Development Board shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to board members only in the performance of their powers and duties as outlined in Chapter 2, Article XXXVI of the Code of the City of Pittsfield.

SECTION II

This ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ARTICLE XXXIX, HOMELESS ADVISORY COMMITTEE

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

The Code of the City of Pittsfield, Chapter 2, Article XXXIX, Homeless Advisory Committee be amended by adding thereto Section 2-206.1 - Special Municipal Employees:

SECTION I

Sec. 2-206.1. Special Municipal Employees.

All present and future members of the Homeless Advisory Committee shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to committee members only in the performance of their powers and duties as outlined in Chapter 2, Article XXXIX of the Code of the City of Pittsfield.

SECTION II

This ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ARTICLE XLI, COMMISSION ON DISABILITIES

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

The Code of the City of Pittsfield, Chapter 2, Article XLI, Commission on Disabilities be amended by adding thereto Section 2-234.1 - Special Municipal Employees:

SECTION I

Sec. 2-234.1. Special Municipal Employees.

All present and future members of the Commission on Disabilities shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to commission members only in the performance of their powers and duties as outlined in Chapter 2, Article XLI of the Code of the City of Pittsfield and Massachusetts General Laws, including, but not limited to, MGL Chapter 40, Section 8J.

SECTION II

This ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ARTICLE XLII, COMMISSION ON TOURISM

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

The Code of the City of Pittsfield, Chapter 2, Article XLII, Commission on Tourism be amended by adding thereto Section 2-242.1 - Special Municipal Employees:

SECTION I

Sec. 2-242.1. Special Municipal Employees.

All present and future members of the Commission on Tourism shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to commission members only in the performance of their powers and duties as outlined in Chapter 2, Article XLII of the Code of the City of Pittsfield.

SECTION II

This ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ARTICLE XLIII, ECONOMIC DEVELOPMENT BOARD

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

The Code of the City of Pittsfield, Chapter 2, Article XLIII, Economic Development Board be amended by adding thereto Section 2-247.1 - Special Municipal Employees:

SECTION I

Sec. 2-247.1. Special Municipal Employees.

All present and future members of the Economic Development Board shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to board members only in the performance of their powers and duties as outlined in Chapter 2, Article XLIII of the Code of the City of Pittsfield and Section 268 of Chapter 194 of the Acts of 1998.

SECTION II

This ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ARTICLE XLIV, HUMAN SERVICES ADVISORY COUNCIL

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

The Code of the City of Pittsfield, Chapter 2, Article XLIV, Human Services Advisory Council be amended by adding thereto Section 2-253.1 - Special Municipal Employees:

SECTION I

Sec. 2-253.1. Special Municipal Employees.

All present and future members of the Human Services Advisory Council shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to council members only in the performance of their powers and duties as outlined in Chapter 2, Article XLIV of the Code of the City of Pittsfield.

SECTION II

This ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ARTICLE L, ORDINANCE REVIEW COMMITTEE

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

The Code of the City of Pittsfield, Chapter 2, Article L, Ordinance Review Committee be amended by adding thereto Section 2-288.4 - Special Municipal Employees:

SECTION I

Sec. 2-288.4. Special Municipal Employees.

All present and future members of the Ordinance Review Committee shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to committee members only in the performance of their powers and duties as outlined in Chapter 2, Article L of the Code of the City of Pittsfield.

SECTION II

This ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ARTICLE LI, COMMUNITY PRESERVATION COMMITTEE

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

The Code of the City of Pittsfield, Chapter 2, Article LI, Community Preservation Committee be amended by adding thereto Section 2-290.1 - Special Municipal Employees:

SECTION I

Sec. 2-290.1. Special Municipal Employees.

All present and future members of the Community Preservation Committee shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to committee members only in the performance of their powers and duties as outlined in Chapter 2, Article LI of the Code of the City of Pittsfield and Massachusetts General Laws, including, but not limited to, MGL Chapter 44B.

SECTION II

This ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ARTICLE LIII, CABLE ADVISORY COMMITTEE

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

The Code of the City of Pittsfield, Chapter 2, Article LIII, Cable Advisory Committee be amended by adding thereto Section 2-305.1 - Special Municipal Employees:

SECTION I

Sec. 2-305.1. Special Municipal Employees.

All present and future members of the Cable Advisory Committee shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to committee members only in the performance of their powers and duties as outlined in Chapter 2, Article LIII of the Code of the City of Pittsfield.

SECTION II

This ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ARTICLE LV, CHARTER REVIEW COMMITTEE

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

The Code of the City of Pittsfield, Chapter 2, Article LV, Charter Review Committee be amended by adding thereto Section 2-327.1 - Special Municipal Employees:

SECTION I

Sec. 2-327.1. Special Municipal Employees.

All present and future members of the Charter Review Committee shall be classified as "special municipal employees" as that term is defined by Section 1(n) of Chapter 268A of Massachusetts General Laws, as amended. Such classification shall apply to committee members only in the performance of their powers and duties as outlined in Chapter 2, Article LV of the Code of the City of Pittsfield.

SECTION II

This ordinance shall take effect 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 • pmarchetti@cityofpittsfield.org

Peter M. Marchetti
Mayor

January 7, 2025

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 (2) utility easements.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



PITTSFIELD MUNICIPAL AIRPORT COMMISSION

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



January 7, 2025

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

Re: Airport Solar Project, Eversource Utility Easements

Dear Mayor Marchetti,

Submitted herewith for your consideration are two utility easements with NStar Electric Company dba Eversource Energy. These easements extend from the Solar Developer's existing easements and cover the Utility provider's side of the interconnection to the grid. These easements have been reviewed by City Solicitor Pagnotta and approved by the Airport Commission at its December 14th meeting.

Easement labeled File No. E24170 is located on a portion of Old Tamarack Road extending up from the intersection at the entrance to the Airport at Tamarack Road covering an area of 0.500 acres.

Easement labeled File No. E24171 is located along South Mountain Road and extends from the intersection at the entrance of Wild Acres toward Barker Road covering an area of 0.176 acres.

Sincerely,

Daniel Shearer
Airport Manager

Enclosures

City of Pittsfield

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

No. _____

IN CITY COUNCIL

A N O R D E R

AUTHORIZING THE CITY OF PITTSFIELD TO GRANT NSTAR ELECTRIC COMPANY DBA EVERSOURCE ENERGY AND VERIZON NEW ENGLAND, INC. A UTILITY EASEMENT FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF ELECTRIC AND INTELLIGENCE DISTRIBUTION SYSTEMS CONSISTING OF POLES, LINES AND RELATED EQUIPMENT AND FIXTURES ON THE NORTHERLY SIDE OF SOUTH MOUNTAIN ROAD, PITTSFIELD, MA.

That the City of Pittsfield by and through its Mayor and City Council is hereby authorized to grant a utility easement to **NSTAR ELECTRIC COMPANY dba Eversource Energy**, a Massachusetts corporation with an office at 300 Cadwell Drive, in the City of Springfield, County of Hampden, Commonwealth of Massachusetts, its successors and assigns, and **VERIZON NEW ENGLAND, INC.** (formerly known as New England Telephone and Telegraph Company), a New York corporation having its principal place of business at 125 High Street, Oliver Tower, 7th Floor, Boston, Massachusetts 02110, its successors and assigns, and the non-exclusive perpetual right to lay, construct, reconstruct, maintain, operate, replace and rebuild on, across, over and under the easement area hereinafter described, electric and transmission of intelligence distribution systems consisting of poles, guys, braces, wires, pipes, cables, conduits, transformers, manholes, anchors, silos, handholes, transformer pads, pedestals, meters, fixtures and other appurtenances useful in providing electric and transmission of intelligence service on the northerly side of South Mountain Road, Pittsfield, Ma., substantially in accordance with the terms set forth in the attached Easement.

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

File No. E24171
Please Return to:
Real Estate Department
Eversource Energy
107 Selden Street
Berlin, CT 06037

Above for Registry Use Only

EASEMENT

For valuable consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, the **CITY OF PITTSFIELD**, a Massachusetts municipality with a place of business located at 70 Allen Street, Pittsfield, Massachusetts 01201 (hereinafter referred to as the "Grantor") hereby grants unto **NSTAR ELECTRIC COMPANY dba Eversource Energy**, a Massachusetts corporation with an office at 300 Cadwell Drive, in the City of Springfield, County of Hampden, Commonwealth of Massachusetts, its successors and assigns, (hereinafter referred to as the "Grantee") and **VERIZON NEW ENGLAND, INC.** (formerly known as New England Telephone and Telegraph Company), a New York corporation having its principal place of business at 125 High Street, Oliver Tower, 7th Floor, Boston, Massachusetts 02110, its successors and assigns, the non-exclusive perpetual right to lay, construct, reconstruct, maintain, operate, replace and rebuild on, across, over and under the easement area hereinafter described, electric and transmission of intelligence distribution systems consisting of poles, guys, braces, wires, pipes, cables, conduits, transformers, manholes, anchors, silos, handholes, transformer pads, pedestals, meters, fixtures and other appurtenances useful in providing electric and transmission of intelligence service such as the said company may from time to time see fit to install in said easement area; including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the premises; the right to provide electric service by means of the same; and the non-exclusive right of access across other lands of the Grantor for all purposes in connection with the exercise of the within granted easement including inspecting, maintaining or removing the same; and the right to trim and keep trimmed, cut and remove such trees located within the easement area as in the judgment of the Grantee are necessary to maintain its services.

Said easement area is located on the Grantor's land on the **northerly** side of **South Mountain Road** in the City of **Pittsfield**, County of **Berkshire**, Commonwealth of Massachusetts, and more particularly shown on the Easement Plan entitled "**Easement Plan Depicting Easement Area to be Granted to NSTAR Electric Company dba Eversource Energy Across the Property of the City of Pittsfield, South Mountain Road, Pittsfield, Massachusetts, Scale: 1" = 50', October 11, 2024, File No. E24171 by Design Group, Inc.**" which plan is attached as Exhibit A.

The Grantor agrees, except with the written permission of the Grantee, and except for those improvements shown on the above-referenced map; provided, however, that said improvements do not interfere with Grantee's access to or operation and maintenance of Grantee's facilities ("Permitted Improvements"), that (1) no building, structure, other improvement or obstruction shall be located upon; there shall be no excavation, filling, flooding or grading of; and there shall be no planting of trees or shrubbery upon the easement area; and (2) nothing shall be attached, temporarily or permanently, to any property of the Grantee erected or installed by virtue of this easement. In the event of the damage to or destruction of any of said facilities of the Grantee by the Grantor or agents or employees thereof, all costs of repair or replacement shall be borne by the Grantor. The Grantor, for itself and its successors and assigns, hereby reserves the right to repair, replace, pave, re-pave, and otherwise improve the portion of land on the **northerly** side of **South Mountain Road** located within the Easement Area. Prior to commencing any improvements, the Grantor, its heirs, successors and assigns shall comply with the Grantee's Call Before You Dig procedure.

Property Address: South Mountain Road, Pittsfield, MA 01201

File No. E24171
Please Return to:
Real Estate Department
Eversource Energy
107 Selden Street
Berlin, CT 06037

Any additional poles, guys, wires, cables, braces, conduits and other appurtenances which may be necessary or advisable in the opinion of the Grantee to provide electric service by means of said system are to be located by the Grantee in such places on, upon, under, over and across the easement area as may be reasonable and consistent with the use of said land at the time.

The Grantee, by the acceptance of this easement, agrees that upon request of the Grantor and upon execution and delivery to the Grantee of rights and easements acceptable to the Grantee, it will relocate at the expense of the Grantor any part of said electric distribution systems which the Grantor may reasonably request to be relocated, provided that such relocation is practicable and consistent with sound engineering principles, including any removal and relocation of such system improperly located due to incorrect street and property line locations furnished by the Grantor, the Grantor's agents or employees.

The Grantee further agrees, by the acceptance of this easement, that as long as and to the extent that the electric distribution systems, together with appurtenances, located on said land pursuant to this easement are used to provide electric service, the Grantee will repair, replace and maintain such facilities at its own expense (except otherwise provided) and in connection with any repair, replacement or maintenance of said system the Grantee shall promptly restore the premises to substantially the same condition as existed prior to such repair, replacement or maintenance, provided, however, that such restorations shall not include any structures, other improvement or plantings made by the Grantor contrary to the provisions herein.

Any rights herein described or granted, or any interest therein or part thereof, may be assigned herein for the transmission of intelligence purposes, and the Grantor hereby agrees to and ratifies any such assignment and agrees that the interest so assigned may be used by the assignee therein for said purposes.

The words "Grantor" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor caused _____ hand(s) and seal(s) to be hereunto affixed this _____ day of _____, 20__.

File No. E24171
Please Return to:
Real Estate Department
Eversource Energy
107 Selden Street
Berlin, CT 06037

Signed, sealed and delivered
in the presence of:

CITY OF PITTSFIELD

Witness:

By: Peter M. Marchetti
Its: Mayor

ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

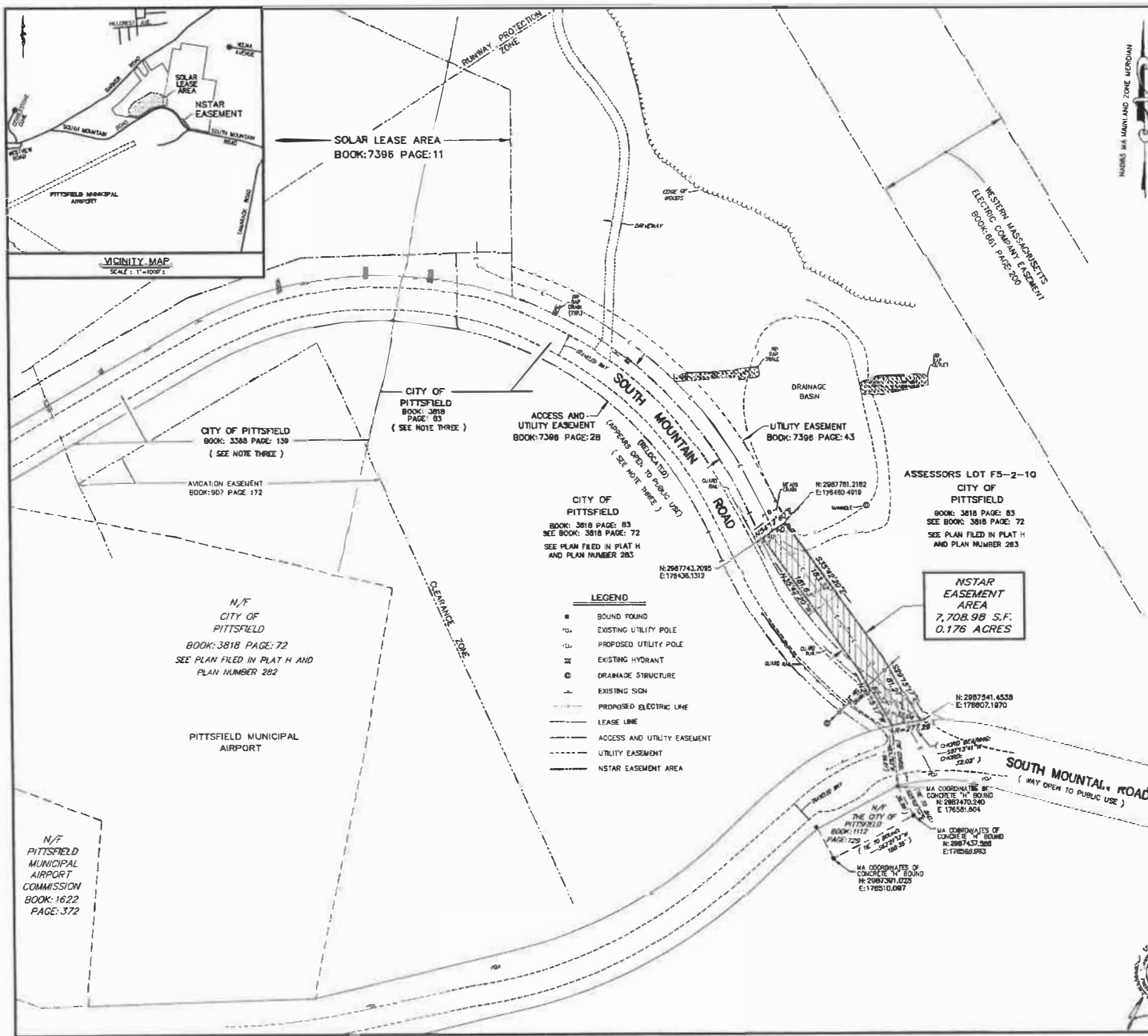
S.S. _____

COUNTY OF BERKSHIRE

On this ____ day of _____, 20__ before me, the undersigned notary public, personally appeared Peter M. Marchetti, Mayor of the **City of Pittsfield**, proven to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged he signed it voluntarily for its stated purpose on behalf of the **City of Pittsfield**.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Notary Public - Seal Required
My Commission Expires _____



NOTES:

1. THE DEED FOR THE SUBJECT EASEMENT IS FILED IN BOOK 3818 AND PAGE 63 AND THE OWNER IS LISTED AS THE CITY OF PITTSFIELD.
2. SEE PLAN OF SUBJECT PROPERTY FILED IN PLAT H AND PLAN NUMBER 283.
3. THE RIGHT OF WAY FOR THE RELOCATED PORTION OF SOUTH MOUNTAIN ROAD INDICATED ON THIS PLAN HAS NOT BEEN ESTABLISHED BY THE CITY OF PITTSFIELD. THE RIGHT OF WAY INDICATED ON THIS PLAN WAS ESTABLISHED USING THE COORDINATES FOR THE BASELINE AND BY USING A TYPICAL PITTSFIELD RIGHT OF WAY WIDTH OF 50 FEET. THE RELOCATED SECTION OF SOUTH MOUNTAIN ROAD INDICATED ON THIS PLAN IS OWNED BY THE CITY OF PITTSFIELD.
4. THE AVIATION EASEMENTS AND RUNWAY ZONES WERE COMPILED FROM EXISTING SURVEY PLANS.
5. THE COORDINATES INDICATED ON THIS PLAN ARE NAD83 MA MAINLAND ZONE AND ARE BASED ON GPS CONTROL POINTS MEASURED ON NOVEMBER 2, 2020.

This Parcel is Subject To And With The Benefit Of All Rights, Restrictions, Conditions, Easements, Leases, Encumbrances, And Appurtenances Of Record.

I Certify That This Plan Shows The Property Lines That Are The Lines Of Existing Ownership, And The Lines Of Streets And Ways Shown Are Those Of Public Or Private Streets Or Ways Already Established, And That No New Lines For The Division Of Existing Ownership Or For New Ways Are Shown.

James E. Seidl
Professional Land Surveyor

This Survey Has Been Performed In The Field Under My Supervision, And To My Knowledge, Belief And Information, This Survey Has Been Performed In Accordance With Currently Accepted Accuracy Standards.

James E. Seidl
James E. Seidl, PLS Reg. No. 41768

I Certify That This Plan Has Been Prepared In Conformity With The Rules And Regulations Of The Registers Of Deeds Of The Commonwealth Of Massachusetts.

James E. Seidl
Professional Land Surveyor

EASEMENT PLAN
DEPICTING EASEMENT AREA TO BE GRANTED TO
NSTAR ELECTRIC COMPANY dba
EVERSOURCE ENERGY

ACROSS THE PROPERTY OF
THE CITY OF PITTSFIELD
SOUTH MOUNTAIN ROAD
PITTSFIELD, MASSACHUSETTS

Scale: 0 25 50 Feet
0 5 10 15 Meters

OCTOBER 11, 2024

FILE NO. : E24171

Design Group, Inc.
Civil Engineers • Surveyors • Consultants
2 FEDERAL ONE • PITTSFIELD MASSACHUSETTS 01201 • (413)443-2611

PROJECT NUMBER: 231145 ES EASEMENT R



10-28-2024

EXHIBIT A

City of Pittsfield

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

No. _____

IN CITY COUNCIL

AN ORDER

AUTHORIZING THE CITY OF PITTSFIELD TO GRANT NSTAR ELECTRIC COMPANY DBA EVERSOURCE ENERGY AND VERIZON NEW ENGLAND, INC. A UTILITY EASEMENT FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF ELECTRIC AND INTELLIGENCE DISTRIBUTION SYSTEMS CONSISTING OF POLES, LINES AND RELATED EQUIPMENT AND FIXTURES ON A PORTION OF OLD TAMARACK ROAD, PITTSFIELD, MA.

Ordered:

That the City of Pittsfield by and through its Mayor and City Council is hereby authorized to grant a utility easement to **NSTAR ELECTRIC COMPANY dba Eversource Energy**, a Massachusetts corporation with an office at 300 Cadwell Drive, in the City of Springfield, County of Hampden, Commonwealth of Massachusetts, its successors and assigns, and **VERIZON NEW ENGLAND, INC.** (formerly known as New England Telephone and Telegraph Company), a New York corporation having its principal place of business at 125 High Street, Oliver Tower, 7th Floor, Boston, Massachusetts 02110, its successors and assigns, and the non-exclusive perpetual right to lay, construct, reconstruct, maintain, operate, replace and rebuild on, across, over and under the easement area hereinafter described, electric and transmission of intelligence distribution systems consisting of poles, guys, braces, wires, pipes, cables, conduits, transformers, manholes, anchors, silos, handholes, transformer pads, pedestals, meters, fixtures and other appurtenances useful in providing electric and transmission of intelligence service on a portion of Old Tamarack Road, Pittsfield, Ma., substantially in accordance with the terms set forth in the attached Easement.

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

EASEMENT

For valuable consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, the **CITY OF PITTSFIELD**, a Massachusetts municipality with a place of business located at 70 Allen Street, Pittsfield, Massachusetts 01201 (hereinafter referred to as the "Grantor") hereby grants unto **NSTAR ELECTRIC COMPANY dba Eversource Energy**, a Massachusetts corporation with an office at 300 Cadwell Drive, in the City of Springfield, County of Hampden, Commonwealth of Massachusetts, its successors and assigns, (hereinafter referred to as the "Grantee") and **VERIZON NEW ENGLAND, INC.** (formerly known as New England Telephone and Telegraph Company), a New York corporation having its principal place of business at 125 High Street, Oliver Tower, 7th Floor, Boston, Massachusetts 02110, its successors and assigns, the non-exclusive perpetual right to lay, construct, reconstruct, maintain, operate, replace and rebuild on, across, over and under the easement area hereinafter described, electric and transmission of intelligence distribution systems consisting of poles, guys, braces, wires, pipes, cables, conduits, transformers, manholes, anchors, silos, handholes, transformer pads, pedestals, meters, fixtures and other appurtenances useful in providing electric and transmission of intelligence service such as the said company may from time to time see fit to install in said easement area; including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the premises; the right to provide electric service by means of the same; and the non-exclusive right of access across other lands of the Grantor for all purposes in connection with the exercise of the within granted easement including inspecting, maintaining or removing the same; and the right to trim and keep trimmed, cut and remove such trees located within the easement area as in the judgment of the Grantee are necessary to maintain its services.

Said easement area is located on the Grantor's land along and including a portion of **Old Tamarack Road** in the City of **Pittsfield**, County of **Berkshire**, Commonwealth of Massachusetts, and more particularly shown on the Easement Plan entitled "**Easement Plan Depicting Easement Area to be Granted to NSTAR Electric Company dba Eversource Energy Across the Property of the City of Pittsfield, 830 Tamarack Road, Pittsfield, Massachusetts, Scale: 1" = 50', November 26, 2024, File No. E24170 by Design Group, Inc.**" which plan is attached as Exhibit A.

The Grantor agrees, except with the written permission of the Grantee, and except for those improvements shown on the above-referenced map; provided, however, that said improvements do not interfere with Grantee's access to or operation and maintenance of Grantee's facilities ("Permitted Improvements"), that (1) no building, structure, other improvement or obstruction shall be located upon; there shall be no excavation, filling, flooding or grading of; and there shall be no planting of trees or shrubbery upon the easement area; and (2) nothing shall be attached, temporarily or permanently, to any property of the Grantee erected or installed by virtue of this easement. In the event of the damage to or destruction of any of said facilities of the Grantee by the Grantor or agents or employees thereof, all costs of repair or replacement shall be borne by the Grantor. The Grantor, for itself and its successors and assigns, hereby reserves the right to repair, replace, pave, re-pave, and otherwise improve the portion of **Old Tamarack Road** located within the Easement Area. Prior to commencing any improvements, the Grantor, its heirs, successors and assigns shall comply with the Grantee's Call Before You Dig procedure.

File No. E24170
Please Return to:
Real Estate Department
Eversource Energy
107 Selden Street
Berlin, CT 06037

Any additional poles, guys, wires, cables, braces, conduits and other appurtenances which may be necessary or advisable in the opinion of the Grantee to provide electric service by means of said system are to be located by the Grantee in such places on, upon, under, over and across the easement area as may be reasonable and consistent with the use of said land at the time.

The Grantee, by the acceptance of this easement, agrees that upon request of the Grantor and upon execution and delivery to the Grantee of rights and easements acceptable to the Grantee, it will relocate at the expense of the Grantor any part of said electric distribution systems which the Grantor may reasonably request to be relocated, provided that such relocation is practicable and consistent with sound engineering principles, including any removal and relocation of such system improperly located due to incorrect street and property line locations furnished by the Grantor, the Grantor's agents or employees.

The Grantee further agrees, by the acceptance of this easement, that as long as and to the extent that the electric distribution systems, together with appurtenances, located on said land pursuant to this easement are used to provide electric service, the Grantee will repair, replace and maintain such facilities at its own expense (except otherwise provided) and in connection with any repair, replacement or maintenance of said system the Grantee shall promptly restore the premises to substantially the same condition as existed prior to such repair, replacement or maintenance, provided, however, that such restorations shall not include any structures, other improvement or plantings made by the Grantor contrary to the provisions herein.

Any rights herein described or granted, or any interest therein or part thereof, may be assigned herein for the transmission of intelligence purposes, and the Grantor hereby agrees to and ratifies any such assignment and agrees that the interest so assigned may be used by the assignee therein for said purposes.

The words "Grantor" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor caused _____ hand(s) and seal(s) to be hereunto affixed this _____ day of _____, 20__.

File No. E24170
Please Return to:
Real Estate Department
Eversource Energy
107 Selden Street
Berlin, CT 06037

Signed, sealed and delivered
in the presence of:

CITY OF PITTSFIELD

Witness:

By: Peter M. Marchetti
Its: Mayor

ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

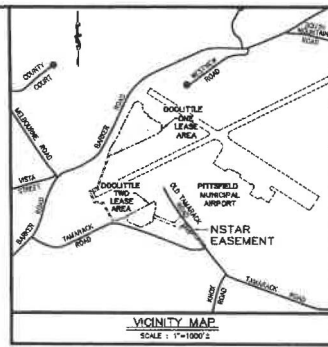
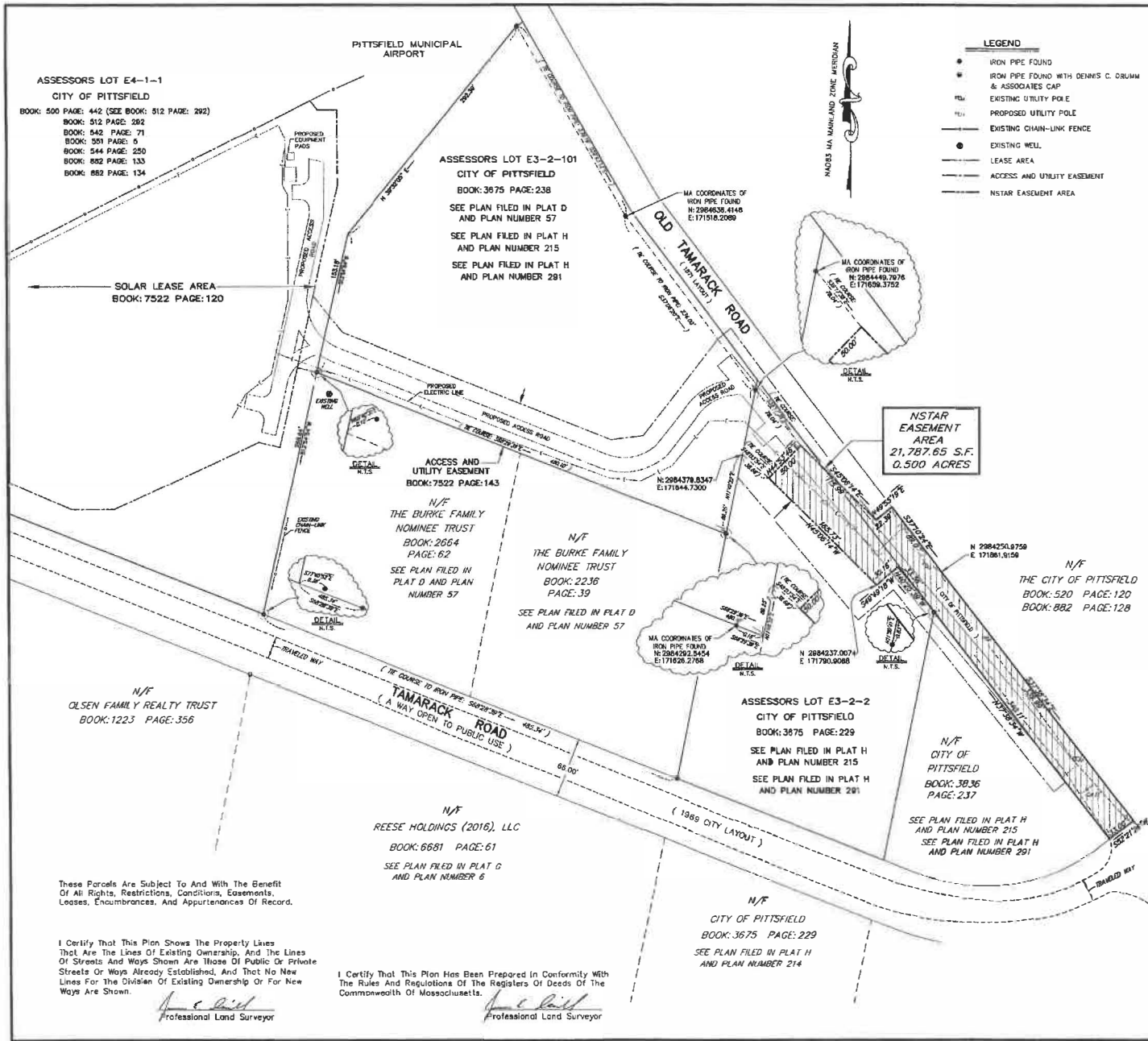
S.S. _____

COUNTY OF BERKSHIRE

On this ____ day of _____, 20__ before me, the undersigned notary public, personally appeared Peter M. Marchetti, Mayor of the **City of Pittsfield**, proven to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged he signed it voluntarily for its stated purpose on behalf of the **City of Pittsfield**.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Notary Public - Seal Required
My Commission Expires _____



LEGEND

- IRON PIPE FOUND
- IRON PIPE FOUND WITH DENNIS C. DRUMM & ASSOCIATES CAP
- EXISTING UTILITY POLE
- PROPOSED UTILITY POLE
- EXISTING CHAIN-LINK FENCE
- EXISTING WELL
- LEASE AREA
- ACCESS AND UTILITY EASEMENT
- NSTAR EASEMENT AREA

NOTES:

1. THE DEED FOR THE PROPERTY THAT INCLUDES THE SUBJECT NSTAR EASEMENT IS FILED IN BOOK 3675 AND PAGE 238 AND THE OTHER IS LISTED AS THE CITY OF PITTSFIELD. A PORTION OF THIS EASEMENT FALLS WITHIN THE OLD TAMARACK ROAD RIGHT OF WAY.
2. SEE PLANS FILED IN PLAT D AND PLAN NUMBER 57, FILED IN PLAT H AND PLAN NUMBER 215, AND FILED IN PLAT H AND PLAN NUMBER 291.
3. THE COORDINATES INDICATED ON THIS PLAN ARE RAD33 MA MARLAND ZONE AND ARE BASED ON GPS CONTROL POINTS MEASURED ON NOVEMBER 13, 2020.

This Survey Has Been Performed In The Field Under My Supervision, And To My Knowledge, Belief And Information, This Survey Has Been Performed In Accordance With Currently Accepted Accuracy Standards.

James E. Seidl
James E. Seidl, PLS Reg. No. 41788

EASEMENT PLAN
DEPICTING EASEMENT AREA TO BE GRANTED TO
NSTAR ELECTRIC COMPANY dba
EVERSOURCE ENERGY

ACROSS THE PROPERTY OF
THE CITY OF PITTSFIELD

830 TAMARACK ROAD
PITTSFIELD, MASSACHUSETTS

Scale: $\frac{0 \quad 25 \quad 50}{0 \quad 5 \quad 10 \quad 15}$ Feet
1" = 50'
Meters

NOVEMBER 28, 2024

FILE NO. : E24170



Design Group, Inc.
Civil Engineers * Surveyors * Consultants
2 FRENCH DRIVE • PITTSFIELD, MASSACHUSETTS 01201 • (413)431-3333

PROJECT NUMBER: 230200 ES EASEMENT R2

EXHIBIT A



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

Peter M. Marchetti
Mayor

January 7, 2025

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

Dear Councilors:

At its October 22, 2024, meeting, the City Council voted to refer a petition from Councilor Persip to the Mayor and Commissioner of Public Services requesting a comprehensive report at the second City Council meeting in January 2025 addressing the implementation of the trash and recycling program launched in fall of 2024. In response to this petition, please accept a brief presentation from the Administration.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure

Automated Curbside Collection and Toter System



Mayor Marchetti and Commissioner Morales

In This Presentation

Toter Delivery

Equipment Update

Challenges

***Impact on MSW
Service***

Update on Issues

***Update by the
Numbers***

Cost Impacts

Next Steps

Toter Delivery

Initial Delivery

There have been 34,476 toters delivered under the initial rollout (Trash and Recycling)

Additional Toter Deliveries

	Delivered	To-Be Delivered	Total	
Recycling	2260	1545	3805	22.1% Of Customers
Trash	1731	204	1935	11.2% Of Customers



Challenges

Roll-Out

- ***Outdated list of eligible properties***
- ***Underestimating time to deliver totes***
- ***Inaccurate deliveries***
- ***Product malfunctioning***
- ***Not enough education***
- ***Automatic Side Loader Acquisition***
- ***Extra recycling toter delivery***
- ***Extra trash toter delivery***

Operational

- ***Missed collections***
- ***Missed Backyard Pickups (BYP)***
- ***Increased time due to learning curve***
- ***Seasonal challenges due to winter weather***
- ***Underestimated burden on Customer Service***

Truck Acquisition Status

Number of trucks being used

Currently using 7 rental “premier” trucks

Status of on-board equipment

On-board equipment to be installed after purchasing is completed

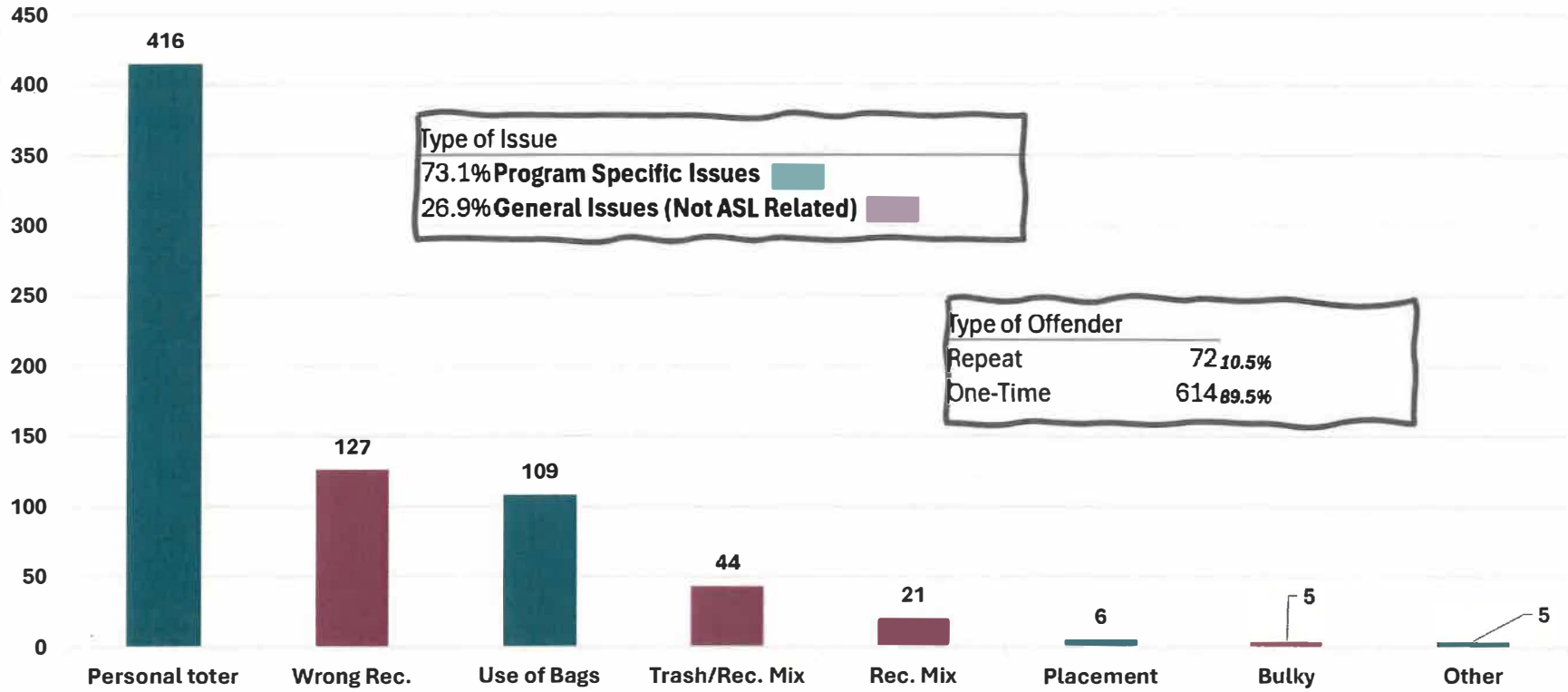
Leasing/Purchasing status

Casella is in the process of acquiring 53 Premier trucks expected in April 2025



Update on Issues (Tagging)

Issues Identified and Tagged



Total of 733, or 4.25% of Houses serviced

Impact on MSW Service

Trash has decreased consistently in the last 3 months to an average of 1,024 Tons per month from an average of 1,388 tons per month

Recycling has increased consistently in the last 3 months to an average of 201 Tons per month from an average of 148 tons per month



Trash



364

53



Recycle

311 Tons
Unaccounted for

Possible Reasons:

- Approximately 50 tons eliminated from the 420 households removed from the program
- Limited size leads to a reduction in heavier construction waste
- No more trash being brought in from neighboring towns
- Eligible residents opting out of the program

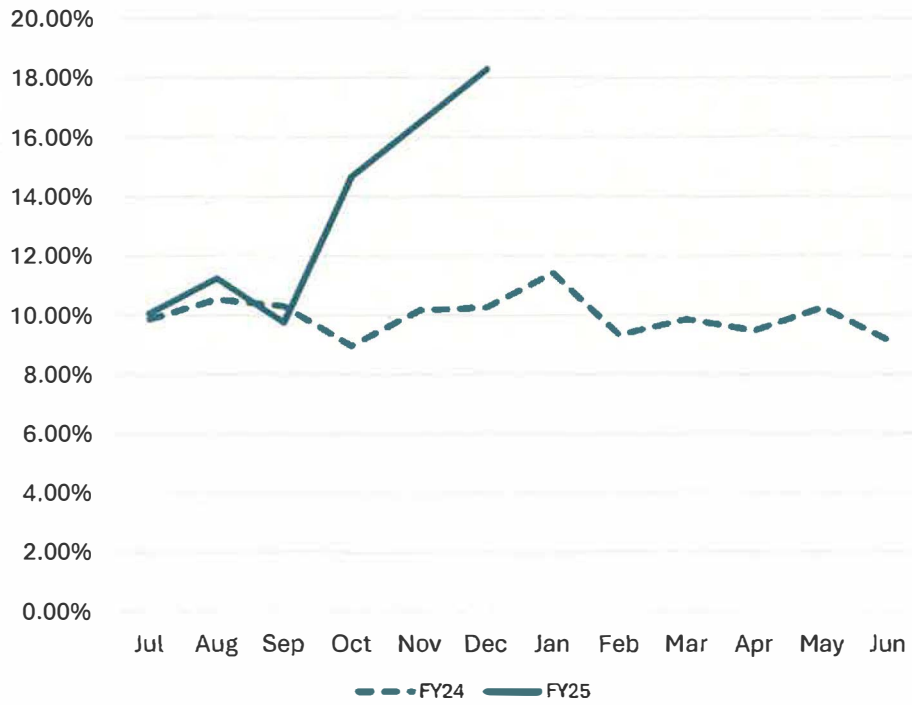
Update by the Numbers

Waste Diversion Trends



Update by the Numbers

Recycling Rate Comp

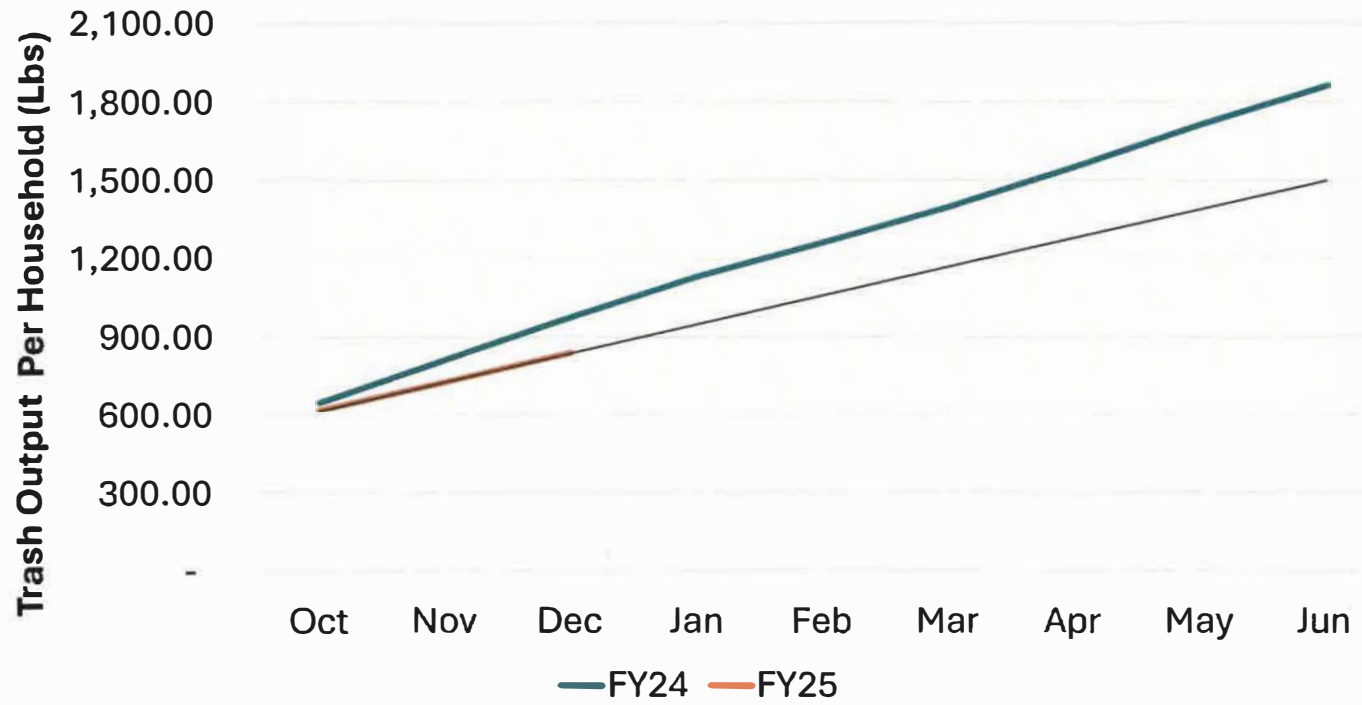


Trash Rate Comp



Update by the Numbers

Household Trash Output



Cost Impact Analysis

(Collection Costs Omitted)

FY24 Cost

\$1,922,711

No Change

\$2,006,839

New System

\$1,639,585

Actual Costs Plus Projection to end of year

New System

\$1,454,445

Savings of

\$552,394

Actual Costs Projected to 12 months

Savings of

\$367,254



What's Next

Transfer Station fully open for residential drop-off



Composting Programs

Increased enforcement with DEP programs



Increase other waste diversion services

QUESTIONS

Public Questions:

**Department of Public Services
413.499.9330**

**Mayor's Office
413.499.9321**

**Casella Customer Service Line
413.749.6500**



CITY OF PITTSFIELD

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

January 14, 2025

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

Re: Update on the Implementation of the Automated Solid Waste Collection System

Honorable Members of the City Council,

The following report provides an update on the implementation and progress of the city's new automated waste collection system, which began in October 2024. The transition to toters and automated side loaders represents a significant shift in how Pittsfield manages its municipal solid waste, aiming to reduce trash, increase recycling, and improve operational efficiency.

The following sections outline key updates on toter delivery, equipment status, challenges encountered and addressed, waste collection trends, cost impacts, and next steps. This comprehensive overview is intended to keep the Council and the public informed about the program's performance and its alignment with the city's sustainability and waste reduction goals.

1. Toter Delivery

The department successfully delivered one trash and one recycling toter to 17,238 families across the city.

In addition to the initial rollout, we received numerous requests for extra toters. Below is the breakdown of these requests and their status as of now:

Extra Toter Delivery	Delivered	To-Be Delivered	Total	% of all Families
Recycling	2,260	1,545	3,805	22.1%
Trash	1,731	204	1,935	11.2%

The delivery of extra toters is progressing steadily, and all remaining deliveries are expected to be completed by **January 15**. This process has allowed us to address individual household needs while ensuring equitable distribution of resources.

2. Equipment Update

Casella is currently utilizing 7 rental “Premier” trucks for waste collection operations. These trucks are functioning well but are considered a temporary solution while Casella finalizes the acquisition of 53 Premier trucks (7 for Pittsfield), which are expected to be delivered in April 2025. Once the purchasing process is completed, the on-board equipment for the new trucks will be installed, further enhancing the efficiency and reliability of our collection system.

3. Challenges

The challenges faced during the transition to the new system can be categorized into two main types: **Roll-Out**, which includes issues encountered during the implementation and distribution process, and **Operational**, which encompasses challenges related to ongoing waste collection and service delivery.

Roll-Out

The transition to the new system faced several challenges, including an outdated list of eligible properties, underestimating the time required to deliver totes, and occasional inaccuracies in deliveries. Additionally, there were instances of product malfunctioning and a lack of adequate education for residents about the new system. The acquisition of Automatic Side Loaders also added complexity to the rollout, as did the delivery of extra recycling and trash totes to accommodate additional requests.

Operational

Operational challenges included missed collections and missed Backyard Pickups (BYP), as well as increased collection times due to the learning curve associated with the new system. Seasonal challenges, particularly winter weather, further complicated operations. Additionally, the transition placed an underestimated burden on Customer Service, requiring significant resources to address resident inquiries and concerns.

To improve future efforts, the department has taken steps to address these challenges. We are working with the Assessor's Office to update and maintain accurate property listings, ensuring that our information is precise moving forward. Additionally, human resources has been increased to support operations. This includes a volunteer service (RSVP) within the Department of Public Services and Utilities (DPSU) and Casella adding more staff to improve the efficiency and reliability of waste collection services.

4. Update on Issues

Education and Enforcement

The department has been actively addressing common issues through education and enforcement efforts. The breakdown of tagged issues is as follows:

Common Issues Tagged	Count	Percentage
Personal Toter	416	56.8%
Wrong Recycling	127	17.3%
Use of Bags	109	14.9%
Trash/Recycling Mix	44	6.0%
Recycling Mix	21	2.9%
Placement	6	0.8%
Bulky	5	0.7%
Other	5	0.7%

A total of **733 issues** were tagged, with the majority (56.8%) related to the use of personal toters, followed by incorrect recycling practices and the use of bags.

Addressing these common issues is critical to improving the program's overall success. Resolving issues related to personal toters and improper recycling will help reduce contamination, improve operational efficiency, and increase overall recycling rates. Proper education on acceptable recycling practices and the importance of using city-issued toters will ensure residents can participate effectively in the program. The City's Health Department, in charge of enforcement for this program, has increased their support and will have dedicated inspectors for each day to improve compliance with the program.

Type of Offender

Most offenders were **one-time violators** (89.5%), while repeat offenders accounted for **10.5%** of the issues.

Type of Offender	Count	Percentage
Repeat	72	10.5%
One-Time	614	89.5%

Type of Issue

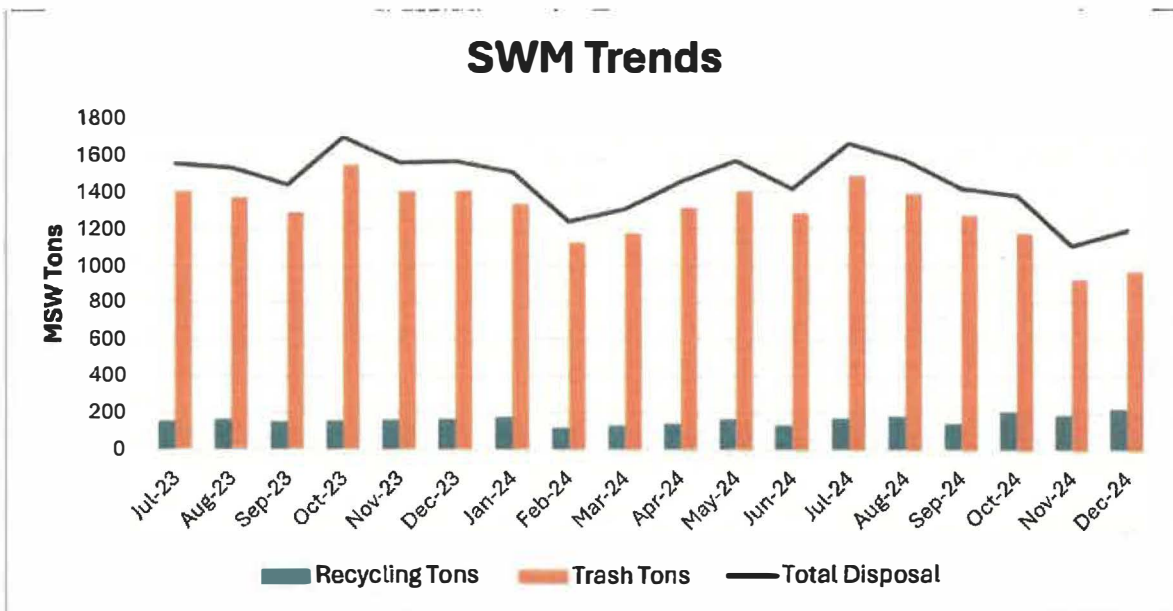
Of the total issues identified, **73.1%** were **program-specific** (directly related to the new system), while **26.9%** were classified as **general issues** not related to the Automated Side Loaders (ASL).

Type of Issue	Percentage
Program Specific Issues	73.1%
General Issues (Not ASL)	26.9%

To address these issues effectively, the department is planning targeted education campaigns and enhanced enforcement efforts. One upcoming initiative is a public forum in collaboration with a local Spanish-speaking organization. This event will aim to provide clear instructions on proper recycling and toter usage, address resident concerns, and ensure the program is inclusive for all members of the community.

Future plans include ongoing community outreach efforts, updated educational materials, and more consistent enforcement of program rules. These steps will help solidify the program's long-term success and ensure active participation from all residents.

5. Impact on MSW Service



The implementation of the new system has significantly influenced solid waste trends. Trash volumes have decreased consistently over the past three months, dropping to an average of **1,024 tons per month** from a previous average of **1,388 tons per month**. In contrast, recycling volumes have increased steadily, rising to an average of **201 tons per month** from an earlier average of **148 tons per month**.

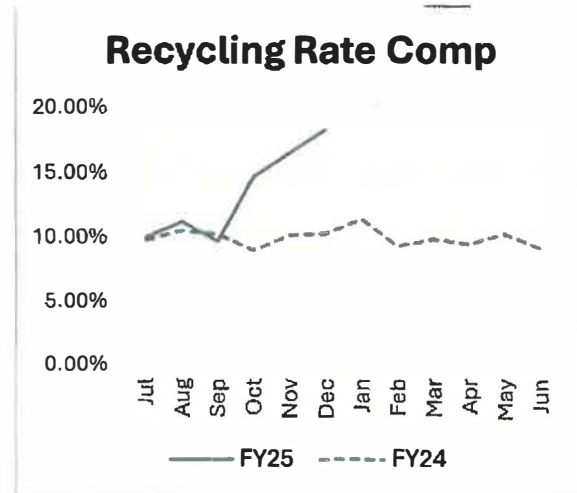
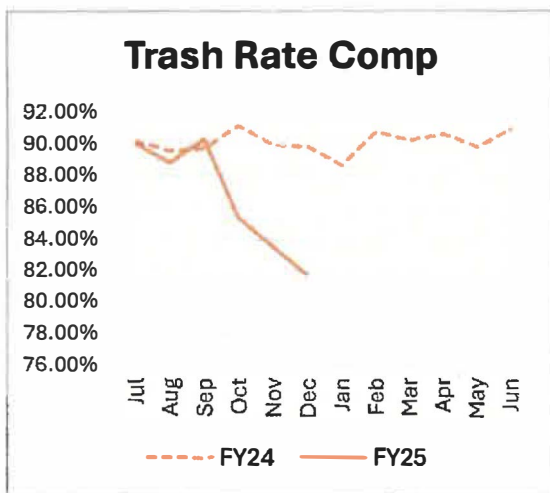
However, **311 tons of waste remain unaccounted for**, with several possible explanations:

- Approximately **50 tons** were eliminated from the **420 households removed from the program**.
- The limited toter size has likely led to a reduction in the disposal of heavier construction waste.
- The new system has prevented trash from being brought in from neighboring towns.
- Some eligible residents have opted out of the program entirely.

These trends suggest the program's impact on reducing waste and encouraging recycling while highlighting areas for further investigation.

6. By the Numbers

The transition to the automated collection system and the distribution of toters in October 2024 marked a significant shift in municipal solid waste (MSW) trends. Here's an analysis of the data:



Recycling Trends

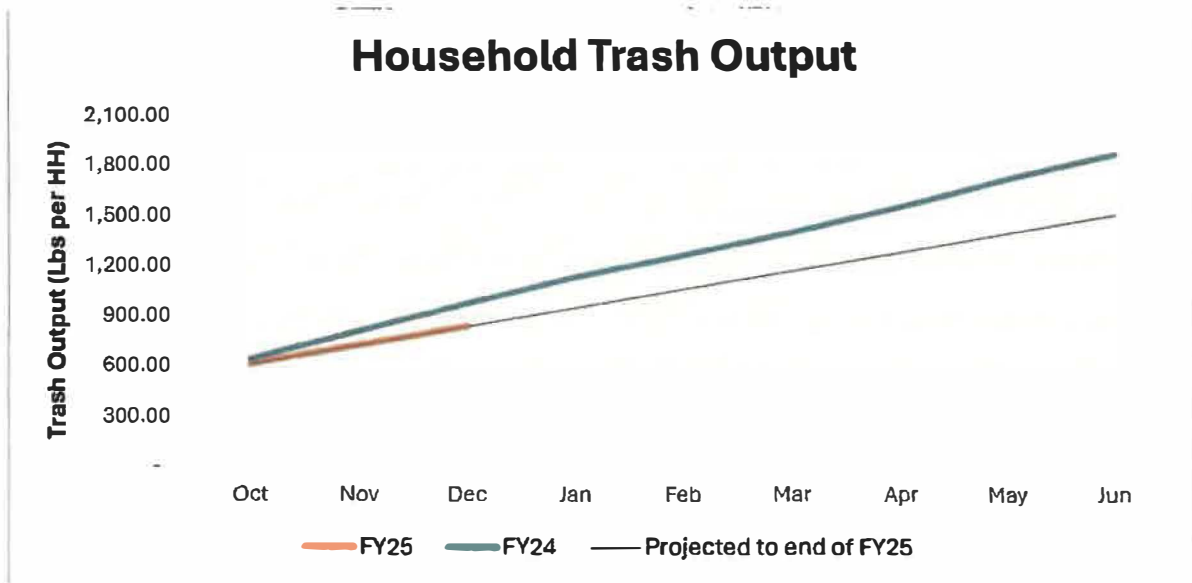
- Since the implementation of the new system, recycling volumes have increased steadily.
- Recycling rates improved significantly, rising from **9.76% in September 2024** to **18.29% in December 2024**.
- The highest recycling tonnage recorded was in December 2024 at **217.74 tons**, a substantial increase from the **138.3 tons in September 2024**.
- Cumulative recycling totals reached **1,084.87 tons** by December 2024, with **435,480 pounds of recycling** recorded in that month alone.

Trash Trends

- Trash tonnage has steadily decreased since October 2024, dropping from **1,176.80 tons in October** to **972.49 tons in December 2024**.
- The per-household trash generation rate also declined, reaching **112.83 pounds per household in December 2024**, well below the goal of **1,300 pounds annually**.
- The trash rate decreased from **90.24% in September** to **81.71% in December 2024**, reflecting the positive impact of increased recycling participation and reduced trash generation.

The automated collection system and toters, introduced in October 2024, are driving significant reductions in household trash output. Below is an analysis of household trash trends and projections:

Household Trash Output (Pounds per Household):



Key Projections:

- **Pre-Implementation Annual Output (FY24):** Household trash output averaged **1,800+ pounds per year**, reflecting high waste generation rates.
- **Post-Implementation Projection (FY25):** With the new system in place, household trash output is projected to decrease to approximately **1,500 pounds per year**, a reduction of **over 300 pounds per household annually**.

Impact of the Program:

This reduction reflects the success of the automated system and toters in minimizing trash generation. Key factors contributing to this decrease include:

- Limited toter size, which encourages waste reduction and recycling.
- Improved operational efficiency and reduced contamination of recyclables.
- Increased education and enforcement to ensure proper use of the system.

Overall Trend:

The program is on track to reduce household trash output by more than **16% annually**, representing a significant step toward meeting waste diversion and sustainability goals. As residents continue to adjust, further reductions and efficiencies are anticipated.

The automated system and toters have played a critical role in shifting waste management behaviors. The sharp rise in recycling rates and the decline in trash tonnage align with the program's goals of reducing waste sent to landfills and increasing recycling efficiency. Seasonal factors, such as reduced yard waste in winter months, may have contributed to the declining trash volumes, but the data strongly indicates program success in encouraging waste diversion. The program's first three months demonstrate encouraging trends toward waste reduction and recycling improvement. Continued community engagement and education will be crucial to sustaining and building on these achievements.

7. Cost Impact

The new program has resulted in notable cost reductions and improved recycling outcomes, with projections made to the end of the fiscal year. Below is a detailed analysis:

Cost Impact Analysis	FY24	FY25 (No Change)	FY25 (New Program)	Full Year (Annualized)
Trash Quantity (Tons)	16,054.85	16,054.85	12,931.24	11,388.72
Trash Rate (\$ per Ton)	\$115.00	\$122.00	\$122.00	\$122.00
Rec. Quantity (Tons)	1,780.27	1,780.27	2,291.51	2,404.20
Rec. Rate (\$ per Ton)	\$42.92	\$27.05	\$27.05	\$27.05
Total Costs	\$1,922,711.00	\$2,006,839.10	\$1,639,585.17	\$1,454,445.43

Savings Comparison: Savings from FY25 No Change Scenario to FY25 New Program (Projected to End of Year): **\$367,253.93**

While the "Full Year with New Program" scenario provides an annualized projection for illustrative purposes, the more realistic savings comparison reflects the period from October 2024 (program start) through the end of FY25. The new program has reduced trash tonnage and associated costs while increasing recycling quantities and improving efficiency.

These savings demonstrate the financial and operational benefits of the new system while supporting the city's sustainability goals.

8. Conclusion and Next Steps

The automated collection system and the introduction of toters have already demonstrated measurable improvements in waste management, with significant reductions in trash tonnage and increases in recycling rates. While challenges remain, the department is actively addressing them through targeted education, operational adjustments, and community engagement.

To build on this progress, the following next steps are planned:

Transfer Station Fully Open for Residential Drop-Off

The transfer station will soon be fully operational for residential drop-off, providing an additional option for residents to manage their waste responsibly and further divert materials from the waste stream.

Composting Programs

The department is exploring opportunities to introduce or expand composting programs to further reduce organic waste sent to landfills. This initiative aligns with broader waste diversion goals and will provide residents with a sustainable solution for managing food and yard waste.

Increased Enforcement with DEP Programs

Working closely with the Massachusetts Department of Environmental Protection (DEP), the department will enhance enforcement of waste regulations to reduce contamination, improve recycling rates, and ensure compliance with the program's guidelines.

Increase Other Waste Diversion Services

The department is also planning to improve other waste diversion services, such as specialized collection days for bulky items, hazardous waste, and electronics, household items and textile donations, etc.. These services will provide residents with convenient ways to dispose of difficult-to-manage materials responsibly.

By implementing these next steps, the city aims to strengthen its waste management efforts, promote sustainability, and ensure that the new system meets the needs of all residents. Continued community engagement, operational improvements, and targeted programs will be essential to achieving these goals.

Respectfully Submitted,



Ricardo Morales
Commissioner of Public Services & Utilities



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

Peter M. Marchetti
Mayor

January 7, 2025

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

Dear Councilors:

At its October 22, 2024, meeting, the City Council voted to refer a petition from Councilor Persip to the Mayor and Commissioner of Public Services requesting a list of trash/recycling pickups that are designated for properties with more than three family units. Please find the information requested in that petition enclosed.

Respectfully submitted,



Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



CITY OF PITTSFIELD

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

January 14, 2025

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

Re: Response to Petition on Trash/Recycling Pickups for Properties with More Than Three Family Units

Honorable Council Members,

I appreciate the opportunity to provide the necessary information requested for the properties we currently collect solid waste and recycling which have more than 3 family units.

1. Overview of Properties and Residential Units:

- There are **3,883 residential units** within properties with more than three family units in the city.
- Of these, **304 properties** have exactly **four living units**. According to city ordinances, these properties are included in the municipal solid waste collection program only if they meet one of two conditions:
 1. The property owner resides at the property. There are 37 owner occupied properties.
 2. The owner pays a **quarterly fee of \$210**. There are 147 properties opting-in to the program under this criteria.

2. Audit and Corrections:

- During the recent system rollout, an audit identified **four properties** (with a total of **420 family units**) that were incorrectly included in the municipal collection program. These properties did not meet the ordinance criteria and have since been **removed** from the program.
- The duration of this undue service is unknown, making it impossible to calculate total past costs. However, the annual cost of providing this service is approximately **\$110,000**.

3. Mixed-Use Properties:

- The city has **149 mixed-use properties** within the municipal collection program. The ordinance does not specifically address mixed-use properties, instead focusing solely on "Residential Structures" based on family unit counts. This ambiguity has allowed for the inclusion of mixed-use properties that are **primarily residential**, provided they meet the family unit criteria.

Sincerely,

Ricardo Morales
Commissioner

Department of Public Services and Utilities

Number	Number 2	Street	Status
23	23-27	ABBOTT ST	Opt-In
23		ADAM ST	No City Service
22	22-24	ADAM ST	No City Service
32	32-34-36	ADAM ST	No City Service
59	59-61	ADAM ST	Opt-In
55		ALCOVE ST	Opt-In
43		APPLETON AVE	No City Service
135		APPLETON AVE	No City Service
124	124-126	APPLETON AVE	Opt-In
136	136-138	APPLETON AVE	Owner Occupied
168	168-170	APPLETON AVE	Opt-In
172	172-174	APPLETON AVE	Opt-In
198	198-200	APPLETON AVE	Opt-In
33	33-35	APPLETON AVE	No City Service
53		BARTLETT AVE	No City Service
78		BARTLETT AVE	Owner Occupied
108	108-110	BARTLETT AVE	No City Service
44	44-46	BARTLETT AVE	No City Service
66	66-68	BARTLETT AVE	Opt-In
38	38-40	BAY STATE RD	Opt-In
298		BENEDICT RD	Opt-In
111	111-113	BENEDICT RD	No City Service
31	31-33	BOYLSTON ST	No City Service
35	35-37	BOYLSTON ST	No City Service
68	68-70	BOYLSTON ST	No City Service
265		BRADFORD ST	No City Service
143	143-145	BRADFORD ST	No City Service
246	246-248	BRADFORD ST	Owner Occupied
271	271-273	BRADFORD ST	No City Service
288	288-290	BRADFORD ST	Opt-In
80	80-86	BRADFORD ST	No City Service
75		BRIGGS AVE	Opt-In
20	20-22	BROWN ST	Opt-In
21	21-23	BROWN ST	Owner Occupied
24	24-26	BROWN ST	Opt-In
28	28-30	BROWN ST	Opt-In
31	31-33	BROWN ST	No City Service
42	42-46	BROWN ST	No City Service
48	48-50	BROWN ST	No City Service
57	57-59	BROWN ST	Opt-In
68	68-70	BURBANK ST	Opt-In
14	14-16&18-20&22-24	CANAL ST	Opt-In
3	3-5&7-9	CAPRI TER	Owner Occupied

Number	Number 2	Street	Status
85		CENTER ST	No City Service
31	31-33	CHATHAM ST	Opt-In
6	6-8	CHATHAM ST	Opt-In
10	10-12	CERRY ST	Opt-In
2	2-4	CERRY ST	Opt-In
53	53-55	CERRY ST	No City Service
56	56-62	CERRY ST	Opt-In
57	57-59	CERRY ST	No City Service
6	6-8	CERRY ST	Opt-In
61		CIRCULAR AVE	Opt-In
45	45-47	CIRCULAR AVE	Opt-In
3	3-4-5-6	CLAIRE PL	No City Service
24		CLINTON AVE	Opt-In
34		CLINTON AVE	No City Service
42		CLINTON AVE	No City Service
39	39-41	CLINTON AVE	Opt-In
49	49-51	CLINTON AVE	Opt-In
23	23-25	COLE AVE	Opt-In
7	7-9	COLEMAN TER	Opt-In
329		COLUMBUS AVE	Opt-In
326	326-328	COLUMBUS AVE	Opt-In
31	31-33	COPLEY TER	Opt-In
18	18-20	CROSBY PL	No City Service
22	22-24	CROSBY PL	Opt-In
26	26-28	CROSBY PL	No City Service
52		CURTIS TER	Opt-In
28	28-30	CURTIS TER	Opt-In
32	32-34	CURTIS TER	No City Service
1236		DALTON AVE	No City Service
19	19-25	DALTON AVE	Opt-In
69	51 HARVARD ST	DALTON AVE	Opt-In
54	54-56	DALTON AVE	No City Service
95	59 DARTMOUTH ST	DALTON AVE	No City Service
129		DANFORTH AVE	Opt-In
11	11-13 &15	DANFORTH AVE	No City Service
17	17&19-21&23	DANFORTH AVE	Opt-In
95		DANIELS AVE	Opt-In
16	16-18	DARTMOUTH ST	Opt-In
20	20-22	DARTMOUTH ST	Opt-In
23	23-25	DARTMOUTH ST	Opt-In
24	24-26	DARTMOUTH ST	Opt-In
29	29-31	DARTMOUTH ST	Opt-In
32	32-34	DARTMOUTH ST	Opt-In
38	38-40	DARTMOUTH ST	No City Service
19		DAWES AVE	Owner Occupied

Number	Number 2	Street	Status
90	90-96	DEMING ST	Opt-In
122		DEWEY AVE	Opt-In
30		DIVISION ST	Opt-In
54		E HOUSATONIC ST	Owner Occupied
75		E HOUSATONIC ST	Opt-In
580	580-588	EAST ST	Owner Occupied
13	13-15	EDWARD AVE	Opt-In
5		EDWARD AVE	Opt-In
9		EDWARD AVE	Opt-In
58	58-60	EDWARD AVE	Opt-In
70		ELIZABETH ST	Owner Occupied
76		ELIZABETH ST	No City Service
28	28-30	ELIZABETH ST	Opt-In
59	47-49 HENRY AVE	ELIZABETH ST	Opt-In
60	60	ELIZABETH ST	Opt-In
65	65-67	ELIZABETH ST	Opt-In
267	3 REUTER AVE	ELM ST	No City Service
53	53-59	ELM ST	Opt-In
15		EUCLID AVE	Opt-In
319		FENN ST	Opt-In
409		FENN ST	Opt-In
476		FENN ST	No City Service
323	323-325&327	FENN ST	Owner Occupied
526	526-528	FENN ST	Opt-In
226		FIRST ST	Opt-In
287		FIRST ST	No City Service
173	173-175	FIRST ST	No City Service
294	294-296	FIRST ST	No City Service
332	332-334	FIRST ST	Opt-In
188	5-7 HAMLIN ST	FIRST ST	Opt-In
93	93-101&123-127 EAGLE	FIRST ST	Owner Occupied
39		FOREST PL	No City Service
47		FOREST PL	No City Service
238	20-22 CURTIS ST	FOURTH ST	No City Service
224	224-226	FOURTH ST	No City Service
195		FRANCIS AVE	Opt-In
139	139-141	FRANCIS AVE	No City Service
149	149-151	FRANCIS AVE	No City Service
221	221-223	FRANCIS AVE	No City Service
11	11-13	GLENWOOD AVE	Opt-In
5	5-7	GLENWOOD AVE	Opt-In
21		GOODRICH ST	Opt-In
30	30-32	GORDON ST	Opt-In
49		GROVE ST	No City Service
13	13-19	GROVE ST	Owner Occupied

Number	Number 2	Street	Status
28	28-30	HAMLIN ST	Opt-In
34	34-36	HAMLIN ST	No City Service
72	72-74	HARVARD ST	No City Service
65		HENRY AVE	Opt-In
28	28-30	HENRY AVE	No City Service
40	40-42	HENRY AVE	Opt-In
44	44-46	HENRY AVE	No City Service
46	46-48	HOLLY ST	No City Service
66		HOWARD ST	Opt-In
87		HOWARD ST	Opt-In
100	100-102	HOWARD ST	No City Service
57	57-63	HOWARD ST	Opt-In
70	70-72	HOWARD ST	Opt-In
75	75-77	HOWARD ST	Opt-In
107	107-113	JOHN ST	Opt-In
99	99-101	JOHN ST	No City Service
22	22-24	JUBILEE TER	No City Service
33	33-33&1/2 35-35&1/2	KELLOGG ST	No City Service
23		KENT AVE	No City Service
35	35-37	KENT AVE	Opt-In
36	36-38	KENT AVE	No City Service
16		LINCOLN ST	No City Service
53		LINCOLN ST	Opt-In
101	101-103	LINCOLN ST	Opt-In
123	123-125	LINCOLN ST	Opt-In
17	17&17.5&19-21	LINCOLN ST	Owner Occupied
118	18-24 CHERRY ST	LINCOLN ST	No City Service
47	47-49	LINCOLN ST	Owner Occupied
82	82-84	LINCOLN ST	No City Service
86	86-88	LINCOLN ST	No City Service
89	89-91	LINCOLN ST	Owner Occupied
26		LINDEN ST	Opt-In
29		LINDEN ST	Opt-In
74		LINDEN ST	No City Service
85		LINDEN ST	No City Service
266		LINDEN ST	No City Service
116	116.5-120 LINDEN ST	LINDEN ST	No City Service
166	166-168	LINDEN ST	Opt-In
202	202-204	LINDEN ST	No City Service
152	215 ROBBINS AVE	LINDEN ST	Opt-In
35	35-37	LINDEN ST	No City Service
56	56-58	LINDEN ST	No City Service
23	23-25	LIVINGSTON AVE	No City Service
47	47-49	LIVINGSTON AVE	Opt-In
112	112-116	LYMAN ST	No City Service

Number	Number 2	Street	Status
68	68-70	LYMAN ST	Owner Occupied
78	78-80	LYMAN ST	Opt-In
82	82-84	LYMAN ST	Owner Occupied
34		MADISON AVE	No City Service
144		MADISON AVE	No City Service
46	46-48	MADISON AVE	Owner Occupied
15	15-17	MAPLE ST	Opt-In
7	7-9	MAPLE ST	Owner Occupied
86		MAPLEWOOD AVE	Opt-In
56	56-58&60-62	MAPLEWOOD AVE	Owner Occupied
64	64-66	MAPLEWOOD AVE	No City Service
68	68-70	MAPLEWOOD AVE	Opt-In
74	74-76	MAPLEWOOD AVE	Opt-In
79	79-81	MAPLEWOOD AVE	No City Service
85	85-87	MAPLEWOOD AVE	No City Service
2		MCLAUGHLIN PL	No City Service
74		MERRIAM ST	Opt-In
2	2-5-6	MONTELEONE PL	No City Service
10	10-12	MYRTLE ST	Opt-In
9	9-11	MYRTLE ST	Opt-In
42	42-44	N PEARL ST	No City Service
52	52-58	N PEARL ST	No City Service
66	66-68	N PEARL ST	Owner Occupied
100	100-106	NEWELL ST	Opt-In
125	120-122 LYMAN ST	NEWELL ST	Opt-In
720		NORTH ST	Opt-In
780		NORTH ST	No City Service
1196	1196-1198	NORTH ST	No City Service
1224	1224-1226-1230	NORTH ST	No City Service
1230	1230-1/2-1234	NORTH ST	No City Service
391	28 BRADFORD ST	NORTH ST	Owner Occupied
664	664-666	NORTH ST	No City Service
782	782-784	NORTH ST	Opt-In
81		ONOTA ST	Opt-In
529	529-535	ONOTA ST	Opt-In
13	13-15	ONTARIO ST	No City Service
63		ORCHARD ST	Opt-In
39	288 FIRST ST	ORCHARD ST	Opt-In
51	51-53	ORCHARD ST	Opt-In
53	53-1/2	ORCHARD ST	Opt-In
7	7-9	PARKER ST	Opt-In
483		PECKS RD	Owner Occupied
492		PECKS RD	No City Service
359	359-365	PECKS RD	Owner Occupied
24		PERRINE AVE	Opt-In

Number	Number 2	Street	Status
41		PERRINE AVE	Opt-In
27	27-29-31	PERRINE AVE	Owner Occupied
29	29-31	PINE ST	Opt-In
13	13-15	PLEASANT ST	Owner Occupied
43		PLINN ST	No City Service
33	33-35	PLUNKETT ST	No City Service
15		POMEROY AVE	No City Service
34		POMEROY AVE	No City Service
51		POMEROY AVE	Owner Occupied
35	35-37	POMEROY AVE	No City Service
19	19-21	POND ST	Opt-In
34	34-36	REED ST	No City Service
11	11-15	RICHMOND AVE	Opt-In
140		ROBBINS AVE	Owner Occupied
219		ROBBINS AVE	Owner Occupied
216	216-218	ROBBINS AVE	No City Service
49	49-51	ROBBINS AVE	Opt-In
19	19-21	S JOHN ST	Opt-In
32	32-34	S JOHN ST	Opt-In
48	48-50	S JOHN ST	Opt-In
48		S ONOTA ST	No City Service
25	25-27	SADLER AVE	No City Service
175		SECOND ST	No City Service
289	289-291	SECOND ST	Opt-In
295	80 BURBANK ST	SECOND ST	No City Service
27	27-29	SEYMOUR ST	No City Service
241		SOUTH ST	No City Service
267		SOUTH ST	Owner Occupied
312	312-314	SOUTH ST	Opt-In
322	322-324	SOUTH ST	No City Service
27	24 WILLOW ST	SPRING ST	Opt-In
207	207-209-211	SPRINGSIDE AVE	Opt-In
34	34-36	SPRINGSIDE AVE	No City Service
38	38-40	SPRINGSIDE AVE	Opt-In
166	29-31 GROVE ST	STODDARD AVE	Opt-In
60	60-62	STODDARD AVE	Opt-In
64	64-70	STODDARD AVE	No City Service
8	8-12	STRATFORD AVE	Opt-In
4	4-10	SUPERIOR ST	No City Service
49		TACONIC ST	Opt-In
61	115 BARTLETT AVE	TACONIC ST	No City Service
61	61-63	TAYLOR ST	Owner Occupied
66	64-68	THIRD ST	Opt-In
84	84-86-88	THIRD ST	No City Service
21	21-23	TURNER AVE	Opt-In

Number	Number 2	Street	Status
25	25-27	TURNER AVE	Opt-In
1093	1093-1097	TYLER ST	No City Service
231	11 COURTLAND PLACE	TYLER ST	No City Service
271	4 COURTLAND PL	TYLER ST	Opt-In
486	486-498&191 BURBANK	TYLER ST	No City Service
603	603-605	TYLER ST	Owner Occupied
662	662-664	TYLER ST	No City Service
927	927-929	TYLER ST	Opt-In
953	953-955	TYLER ST	No City Service
198		UNION ST	Opt-In
112	112-114	UNION ST	Opt-In
163		W HOUSATONIC ST	Owner Occupied
179	179-181	W HOUSATONIC ST	No City Service
62	64-68	W UNION ST	No City Service
144	144-146	WAHCONAH ST	No City Service
157	157-159 & 161	WAHCONAH ST	No City Service
279	279-285	WAHCONAH ST	Opt-In
310	310-312	WAHCONAH ST	Opt-In
9	9-15	WATSON ST	Opt-In
12	12-14-16	WELLINGTON AVE	Owner Occupied
54	54-56-58	WELLINGTON AVE	No City Service
155		WENDELL AVE	Owner Occupied
409		WEST ST	Opt-In
43		WESTMINSTER ST	No City Service
14	14-18	WESTMINSTER ST	Opt-In
25		WILLIS ST	Opt-In
44	44-46	WILSON ST	Opt-In
35	93-95 CALUMET ST	WILSON ST	Owner Occupied
185		WOODLAWN AVE	Opt-In
194		WOODLAWN AVE	Opt-In
210		WOODLAWN AVE	Opt-In
172	172-174	WOODLAWN AVE	Opt-In
186	186-192	WOODLAWN AVE	Opt-In
191	191-193	WOODLAWN AVE	Owner Occupied
199	199-201	WOODLAWN AVE	No City Service
16		YORKSHIRE AVE	No City Service



RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2024 DEC 20 AM 10:20

CITY OF PITTSFIELD

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

December 19, 2024

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

Re: Site Plan Review: Billboard Special Permit, Sec. 7.852 – 699 Dalton Avenue

Dear Councilors:

The Community Development Board met on December 17, 2024 to review a site plan submitted by Brian E. Koczela of BEK Associates on behalf of Kidzone Educational Centers, Inc. The site plan featured the proposed construction of a billboard on Kidzone's property located at 699 Dalton Ave. The Board reviewed the site plan in terms of siting, obstruction of public ways, and lighting concerns. The Board was specifically concerned with the lighting on the billboard being obtrusive to the surrounding area.


The Board voted unanimously to approve the Site Plan and recommend approval of the Special Permit by City Council with the following conditions:

1. Lighting on the proposed billboard shall not protrude unnecessarily from the property in a way that disturbs or disrupts abutting properties and roadways. Following the receipt of several complaints by the Zoning Enforcement Officer, the applicant may be required to work with the Community Development Board to remedy issues resulting from lighting.
2. The applicant is subject to all other federal, state, and local rules and regulations not specifically covered by the granting of this site plan review.

The Community Development Board recommends that City Council approve the Special Permit based upon the conditions enclosed herein.

Sincerely,

COMMUNITY DEVELOPMENT BOARD


Sheila B. Irvin
Chair



CITY OF PITTSFIELD

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

TYPE OF APPLICATION:	Site Plan Review/City Council Special Permit
APPLICANT:	Kidzone Child Care Educational Centers, Inc.
OWNER:	Kidzone Child Care Educational Centers, Inc.
PROPERTY LOCATION:	699 Dalton Avenue
ASSESSOR MAP & LOT:	L130008001
CURRENT ZONING:	CWS – Commercial, Warehouse, Storage
INTENSITY REGULATIONS:	Front/Side/Rear/Ht.: NR / NR /NR
SURROUNDING USES:	CWS
USE REQUESTED:	Installation of a Billboard
FILING DATE:	November 13, 2024
PUBLIC HEARING DATE:	December 17, 2024

BACKGROUND

KidZone Child Care Educational Centers, Inc. (“the applicant”) has submitted an application for site plan and special permit approval for the installation of a billboard on their property located at 699 Dalton Avenue. The property is bordered by a sign company and a hardware store to the north, the Ashuwillticook Rail Trail to the east, Rt. 9 (Dalton Ave) to the south, and a roofing company to the west. The property contains +/- 400 feet of frontage and is 1.3 acres in size. There is a large existing parking lot across the majority of the frontage of the property.

Per the submitted application, the proposed billboard will be located at the northwest corner of the property facing east and west presumably to be visible from the Dalton Ave corridor. The structure will be approximately 40 feet high from grade. The Billboard itself will be 24 feet wide and 12 feet high. The board will feature LED lighting to provide illumination at night. The Board will only be supported by one pole.

The project is not expected to obstruct any sight lines that would cause issues for the flow of traffic. The Billboard is sited well away from Dalton Ave and is located off of a dead-end street. The billboard will be located near the new extension of the Ashuwillticook Rail Trail and will be very visible from the trail. It is not, however, expected to cause any disturbance for the trail.

The Board may want to clarify about lighting on the sign. There is no indication of how the lighting will be positioned on the sign. The lighting should be downcast. The application does not specify anything regarding lighting beyond mentioning that the Billboard uses LED lighting.

The project requires a site plan approval under Section 7.802 and a special permit under Section 7.852 Billboards, Requirements.

The following analysis is based on the requirements contained in Sections 7.3, 7.852, and 13 of the Zoning Ordinance and the details provided within the application.

ANALYSIS

SECTION 7.3 REQUIRED INFORMATION WITH APPLICATION

...

SECTION 7.301

A key map at a scale of not less than one (1) inch to eight hundred (800) feet showing the relation of the subject property to adjoining properties, existing streets, roads and railroad rights-of-way within one thousand (1,000) feet of any part of the property.

COMMENT: This requirement has been satisfied.

SECTION 7.302

A map indicating the uses of all property within two hundred (200) feet of the proposed site, including any subdivided lands, parks, or other open space or uses, residences, business, industries, or other buildings or structures, such uses to be shown on a drawing to scale.

COMMENT: This requirement has been satisfied.

SECTION 7.303

Topographic map of the property at two (2) foot contour intervals, showing the existing and proposed grades and the location of natural features, such as streams, swamps, rock outcrops and major trees six (6) inches or more in diameter at a point four (4) feet above ground level.

COMMENT: This requirement has been satisfied.

SECTION 7.304

A site plan, indicating but not limited to the following:

- A. The proposed use or uses of land and buildings, and the proposed location, size and height of the building, including preliminary architectural drawings;**

COMMENT: This requirement has been satisfied. The attached plans show the size and location of the proposed billboard.

- B. The location and design of off-street parking and loading areas;**

COMMENT: This requirement has been satisfied. There is sufficient on-site parking to accommodate the use.

C. All means of vehicular ingress and egress to and from the site onto public streets and the relationship to street circulation;

COMMENT: The vehicular ingress and egress will be located at the existing driveways on the north and south ends of the property. The exact configurations are subject to approval by the Mass. Dept. of Transportation via a separate application.

D. Location and type of recreational facilities, if any;

COMMENT: Kidzone is a childcare facility and the main building that features recreational uses for the children taken care of by Kidzone. The main building is marked as a childcare center on the site plan.

E. Location of all existing or proposed site improvements, including drains, culverts, retaining walls and fences; description of methods of water supply and sewage disposal, and location of such facilities; location of all proposed water lines, valves and hydrants;

COMMENT: The only improvements that are detailed on the provided site plan are overhead electrical lines, utility poles and fencing. Sewer lines, hydrants, and culverts are not detailed. The project does not propose any new improvements and the proposed use is unlikely to affect existing utilities.

F. The proposed outdoor lighting, signs, screening and landscaping

COMMENT: The applicant has proposed LED lighting for the Billboard. It is unclear what the wattage of the lights will be, or how the lights will be positioned on the sign. The applicant does not propose any landscaping as part of the plan.

SECTION 7.305

A detailed computation of total lot area, of building floor area for each type of proposed use, and lot coverage by all buildings.

	Required	Existing	Proposed
Lot Area	N/R	56,628sf	56,628sf
Building Area	N/R	14,491sf	14,491sf
Lot Coverage	N/R	14,491sf – 25.5%	14,491sf -25.5%

SECTION 7.306

The proposed accessory use or uses of buildings, structures or land.

COMMENT: The proposed accessory use is a billboard. The proposed billboard will be 40' high from grade mounted on a single pole. The board will be 12' high and 24' wide.

SECTION 7.307

Site plan or any portion thereof, involving engineering, architecture or land surveying, shall be prepared by a duly authorized engineer, architect, landscape

architect or land surveyor. A site plan may be prepared on one or more sheets to show clearly the information required herein and to facilitate the review and approval of the plan. Every site plan shall show the name of the development, the name and address of the record owner or developer, north point, scale, date, all easements or rights-of-way provided for public services or utilities. It shall reserve a blank space in the upper right corner three (3) inches wide and five (5) inches high for the use of the approving authority. site Plans shall be prepared to a scale of not smaller than one (1) inch equal one hundred (100) feet.

COMMENT: This requirement has been satisfied. The site plan has been by a professional engineer and shows the required information, including owner's name, north arrow, scale, date, and easements or rights-of-way.

SECTION 7.802 SITE PLAN APPROVAL BY COMMUNITY DEVELOPMENT BOARD

A site plan recommendation by the Community Development Board shall be required for any GROUP SP USES. Such approval shall not be withheld unless the proposed development will violate any provision of this ordinance in which case the Community Development Board may require such revision of the plan as may be necessary to insure compliance with applicable provisions of this ordinance. No special use permit shall be issued by the Special Permit Granting Authority for any GROUP SP USES except in conformity with an approved site plan unless thirty (30) days have elapsed from the date of submission of the plan to the Community Development Board without any action by the Board as provided in Section 13.2 of this ordinance. A site plan, once approved, shall become a part of a permit.

COMMENT: The applicant has submitted a special permit application for City Council in addition to the application for site plan approval to the Community Development Board.

SECTION 7.852 BILLBOARDS REQUIREMENTS:

A. Purpose. The purpose of this section is to minimize the impacts of the design of billboards and other off-premises signs within view of a public way, public park or conservation lands.

B. Special Permit Granting Authority. The City Council shall be the Special Permit Granting Authority for this use category.

C. Performance Standards. All billboards and off-premises signs shall be subject to the following standards:

(1) No billboard or off-premises sign shall exceed twenty-five (25) by twelve (12) feet in size.

Comment: The proposed billboard is 24'x12'. This requirement is satisfied.

(2) No billboard or off-premises sign shall be located within any required yard or setback area prescribed by the Zoning Ordinance.

Comment: The CWS Zoning district has no required setbacks. This requirement is satisfied.

(3) No billboard or off-premises sign is recommended to be located within 500 feet of an intersection or crosswalk.

Comment: The proposed billboard is 900 feet away from the nearest major intersection (Dalton Ave and Crane Ave). The building where Kidzone is located is serviced by several private ways that service the business park off of Dalton Ave. The billboard is located on a corner of an intersection of these private ways and is 300 feet from a second intersection of these private ways. As the ways are not public and the traffic density is low, the billboard is unlikely to cause issues as a result of its proximity to the intersections.

SECTION 13.204 FINDINGS REQUIRED

Section 13.204 of the Zoning Ordinance requires that the Special Permit Granting Authority shall make the following findings with respect to the proposed use if an approval is granted:

A. Is in compliance with all applicable provisions and requirements of the ordinance and in harmony with its general intent and purpose.

PROPOSED FINDING: The applicant requires Site Plan approval under Section 7.802 prior to being recommended to City Council for approval of the Special Permit application to be in compliance with all provisions of the Zoning Ordinance.

B. Will not be detrimental or can be conditioned so as not to be detrimental to adjacent uses or to the established character of the neighborhood.

A. PROPOSED FINDING: The proposed project will not be detrimental to the surrounding

Additionally, the proposal itself is on a parcel that has been vacant since 2015. As a result, the proposed project will be an improvement over the most recent conditions.

C. Will not be inconsistent with the overall purpose of the Master Plan as adopted and amended by the Planning Board, and will consider whether the proposed uses:

PROPOSED FINDING: The project is not inconsistent with the City's Master Plan.

D. Will create undue traffic congestion, or unduly impair pedestrian safety.

A. PROPOSED FINDING: The billboard is not expected to cause any traffic congestion or impair pedestrian safety.

E. Will overload any public water, drainage or sewer system or any other municipal facility to such an extent that the proposed use or any other area of the City will be unduly subject to the hazards affecting public health, safety or general welfare.

PROPOSED FINDING: The proposed use is not anticipated to result in any significant adverse impacts to public utilities and services.

SUMMARY

The applicant proposes the installation of a billboard on property located at 699 Dalton Avenue. The applicant seeks site plan and special permit approval for the billboard under Section 7.802 Site Plan Approval and Section 7.852 Billboards, Requirements.

The primary concern raised by staff is related to the lighting included on the billboard. The board should confirm the wattage of the lighting and whether the LED lighting will be downcast and not protrude off of the property. The Board should discuss this with the applicant.

Should the Board approve the site plan for referral to City Council under Section 7.852, it may wish to include the following findings and conditions:

1. Lighting on the billboard will be installed such that it is downcast and does not protrude into neighboring properties.
2. *The applicant is subject to all other federal, state, and local rules and regulations not specifically covered by the granting of this site plan review.*



RECEIVED CITY CLERK
CITY OF PITTSFIELD, MA

2021 NOV 13 PM 3:35

CITY COUNCIL - SPECIAL PERMIT APPLICATION

***Must include Site Plan Review data required for Community Development Board (CDB) approval**

NOTICE: Applications are not considered valid until all fees & completed forms are submitted to the appropriate City offices.

- Twenty two (22) copies of this application are required, including plans and any information called for by the zoning ordinance.
- Applicant shall submit the required fee & application packages to the City Clerk who will time - date stamp two (2) sets.
- Applicant shall then submit one (1) stamped application package & eleven (11) sets to the City Clerk; the remaining ten (10) sets including a stamped copy shall be submitted to the CDB.
- A filing fee of \$200 is due to the City of Pittsfield upon submittal of this application (\$1,000 for shopping centers, plazas or malls). You will be billed separately for all Legal Notices that are placed in a local newspaper of general circulation.
- Applicant shall submit the application packages to the Department of Community Development (DCD) Staff to be reviewed for completion.
- After completion is determined, DCD Staff shall take the application to the City Clerk to be time - date stamped.
- You will be notified by mail of the date & time for your hearings. You or your representative should attend the hearings & be prepared to offer additional information in support of your application.
- The applicant assumes all responsibility for the accuracy of the contents of the application package.

Office Use Only

Filing Date:		Hearing Date:	
Decision & Decision Date:		Permit Number:	

Applicant

Name(s):	Kidzone Child Care Educational Centers, Inc.		
Address:	699 Dalton Avenue, Pittsfield, Massachusetts 01201		
Phone/Email:	413-441-6073	Lrobert275@aol.com	

Property Owner (if other than applicant)

Name(s) & Address:			
Phone/Email:			

Attorney/Architect/Engineer

Name(s) & Address:	Brian E. Koczela- BEK Associates- Land Surveyor		
Phone/Email:	413-684-5224	briankoczela@bekassoc.com	

Project Information


Section(s) of ordinance upon which application is based: Section(s) _____

Description of Project or Changes Proposed: (attaching additional description is encouraged)	Proposed Billboard on the north side of Dalton Avenue near the existing Kidzone Child Care Educational Center at 699 Dalton Avenue
---	---


Property Information

Address:	699 Dalton Avenue, Pittsfield, Massachusetts
Assessors Parcel ID No.:	L130008001
Deed Book & Pg:	Bk. 7535 Pg. 85

Zoning District(s):	CWS	Lot Size: 60,048 Sq. Ft. or 1.37 Acres	
Current Land Use §4.202:	Commercial - Daycare		
Proposed Land Use:	Commercial - Daycare		
Current Intensity Regulations (§4.203):	Min. Lot Area	_____5,000_____ sq. ft.	Min. Lot Width _____N/R_____ ft
	Min. Front/Side/Rear yards	_____N/R_____ / _____N/R_____ / _____N/R_____ ft	
	Max. Bldg. Coverage	N/R %	Max Bldg. Ht 90 ft
NO CHANGE Proposed Intensity Regulations (§4.203):	Min. Lot Area	_____ sq. ft.	Min. Lot Width _____ ft
	Min. Front/Side/Rear yards	_____ / _____ / _____ ft	
	Max. Bldg. Coverage	_____ %	Max Bldg. Ht _____ ft
No. of Existing Bldgs:	1	No. of Proposed Bldgs:	0
Total Floor Area Each Existing Bldg.:	17,000 Sq. Ft +/-	Total Floor Area Each Proposed Building:	0
Parking Spaces Required :	0	Parking Spaces Proposed :	0
No. of Dwelling Units Proposed :	0		
Past Special Permits:	_____ Yes ___X___ No If Yes, Dates: _____		
Past Variances:	_____ Yes ___X___ No If Yes, Dates: _____		
Plan must include:			
<input type="checkbox"/> Key map not less than 1": 800'			
<input type="checkbox"/> Map indicating uses of all properties within 200'			
<input type="checkbox"/> Topo map with 2' contours			
<input type="checkbox"/> Site plan showing all existing and proposed elements to a scale of not less than 1":100'. Must include a blank space for endorsement by Community Development Board			
<input type="checkbox"/> Computation of total lot area, building FAR for each uses and lot coverage			
<input type="checkbox"/> Proposed accessory use or uses of buildings, structure or land Note: Refer to Section 7.3 for more specific requirements			



 Signature(s) of Applicant(s)



 Signature(s) of Property Owner(s)

CITY HALL OFFICE USE ONLY

Received by the City Clerk on _____ Fee paid \$ _____

 City Clerk

Received by the CD Board on _____

 Executive Secretary



CITY COUNCIL - SPECIAL PERMIT APPLICATION

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Office Use Only

Filing Date:		Hearing Date:	
Decision & Decision Date:		Permit Number:	

Applicant

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Address:	699 Dalton Avenue, Pittsfield, Massachusetts 01201		
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Phone/Email:			

Attorney/Architect/Engineer

Name(s) & Address:	Brian E. Koczela- BEK Associates- Land Surveyor		
Phone/Email:	413-684-5224	briankoczela@bekassoc.com	

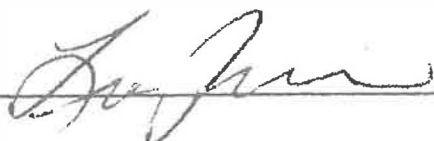
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Description of Project or Changes Proposed: (attaching additional description is encouraged)	Proposed Billboard on the north side of Dalton Avenue near the existing Kidzone Child Care Educational Center at 699 Dalton Avenue		

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Proposed Land Use:	Commercial - Daycare		
Current Intensity Regulations (§4.203):	Min. Lot Area	___ 5,000 ___ sq. ft.	Min. Lot Width ___ N/R ___ ft
	Min. Front/Side/Rear yards	___ N/R ___ / ___ N/R ___ / ___ N/R ___ ft	
	Max. Bldg. Coverage	___ N/R ___ %	Max Bldg. Ht 90 ft
NO CHANGE Proposed Intensity Regulations (§4.203):	Min. Lot Area	_____ sq. ft.	Min. Lot Width _____ ft
	Min. Front/Side/Rear yards	_____ / _____ / _____ ft	
	Max. Bldg. Coverage	_____ %	Max Bldg. Ht _____ ft
No. of Existing Bldgs:	1	No. of Proposed Bldgs:	0
Total Floor Area Each Existing Bldg.:	17,000 Sq. Ft +/-	Total Floor Area Each Proposed Building:	0
Parking Spaces Required :	0	Parking Spaces Proposed :	0
No. of Dwelling Units Proposed :	0		
Past Special Permits:	___ Yes ___X___ No If Yes, Dates: _____		
Past Variances:	___ Yes ___X___ No If Yes, Dates: _____		
Plan must include:			
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<input type="checkbox"/> Site plan showing all existing and proposed elements to a scale of not less than 1":100'. Must include a blank space for endorsement by Community Development Board			
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<input type="checkbox"/> Proposed accessory use or uses of buildings, structure or land Note: Refer to Section 7.3 for more specific requirements			



 Signature(s) of Applicant(s)



 Signature(s) of Property Owner(s)

CITY HALL OFFICE USE ONLY

Received by the City Clerk on _____ Fee paid \$ _____
 _____ City Clerk

Received by the CD Board on _____
 _____ Executive Secretary



CITY COUNCIL - SPECIAL PERMIT APPLICATION

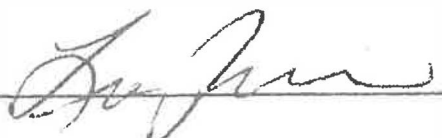
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Office Use Only			
Filing Date:		Hearing Date:	
Decision & Decision Date:		Permit Number:	
Applicant			
Name(s):	Kidzone Child Care Educational Centers, Inc.		
Address:	699 Dalton Avenue, Pittsfield, Massachusetts 01201		
Phone/Email:	413-441-6073	Lrobert275@aol.com	
Property Owner (if other than applicant)			
Name(s) & Address:			
Phone/Email:			
Attorney/Architect/Engineer			
Name(s) & Address:	Brian E. Koczela- BEK Associates- Land Surveyor		
Phone/Email:	413-684-5224	briankoczela@bekassoc.com	
Project Information			
Section(s) of ordinance upon which application is based: Section(s) _____			
Description of Project or Changes Proposed: <small>(attaching additional description is encouraged)</small>	Proposed Billboard on the north side of Dalton Avenue near the existing Kidzone Child Care Educational Center at 699 Dalton Avenue		
Property Information			
Address:	699 Dalton Avenue, Pittsfield, Massachusetts		
Assessors Parcel ID No.:	L130008001		
Deed Book & Pg:	Bk. 7535 Pg, 85		

Zoning District(s):	CWS	Lot Size: 60,048 Sq. Ft. or 1.37 Acres
Current Land Use §4.202:	Commercial - Daycare	
Proposed Land Use:	Commercial - Daycare	
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	Min. Front/Side/Rear yards	___ N/R ___ / ___ N/R ___ / ___ N/R ___ ft
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CITY COUNCIL - SPECIAL PERMIT APPLICATION

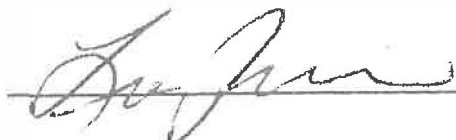
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CITY COUNCIL - SPECIAL PERMIT APPLICATION


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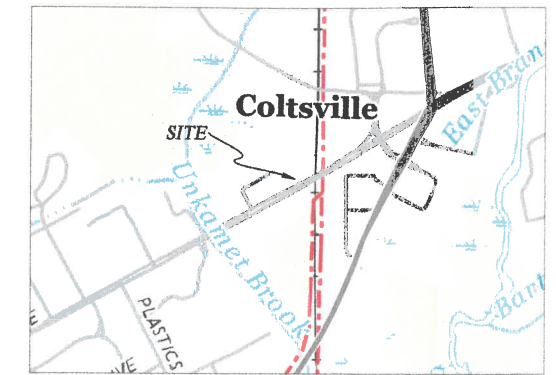
 City Clerk

Received by the CD Board on _____

 Executive Secretary

Zoning: C-W-S
Approved
Pittsfield Community Development Board

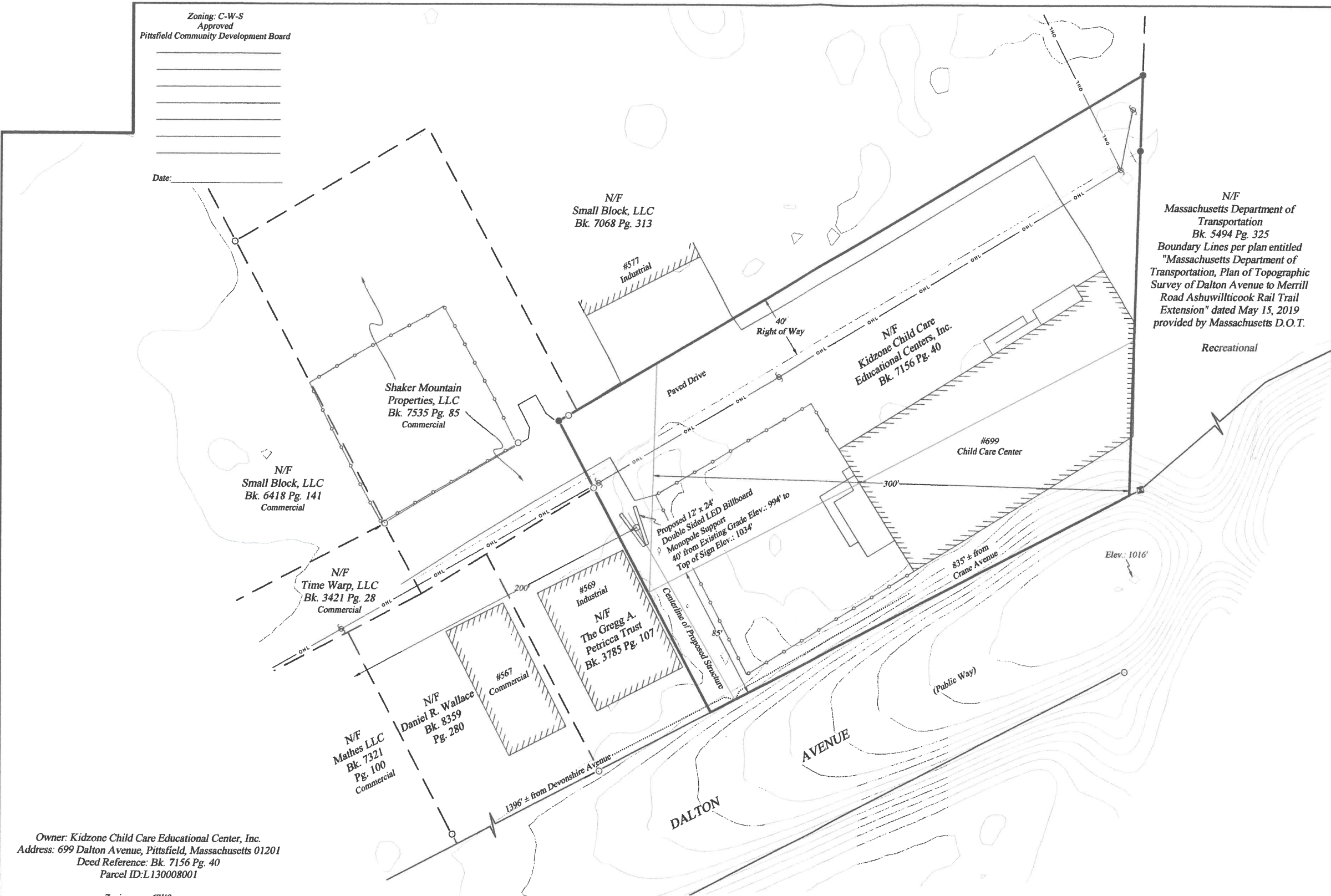
Date: _____



Locus Map
1" = 1000'

N/F
Massachusetts Department of
Transportation
Bk. 5494 Pg. 325
Boundary Lines per plan entitled
"Massachusetts Department of
Transportation, Plan of Topographic
Survey of Dalton Avenue to Merril
Road Ashuwillticook Rail Trail
Extension" dated May 15, 2019
provided by Massachusetts D.O.T.

Recreational



Legend:

- ☒ - Granite Bound Found
- - Iron Pipe Found
- - Iron Pipe With Cap Set
- ⊕ - Utility Pole
- - Chain Link Fence
- OHL— - Over Head Line

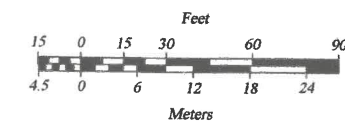
Owner: Kidzone Child Care Educational Center, Inc.
Address: 699 Dalton Avenue, Pittsfield, Massachusetts 01201
Deed Reference: Bk. 7156 Pg. 40
Parcel ID: L130008001

Zoning: CWS

- Min. Lot Area 5,000 sq. ft.
- Min. Lot Width N/R
- Min. Front Setback N/R
- Min. Sideyard Setback N/R
- Min. Rearyard Setback N/R
- Max Lot Coverage N/R
- Max. Height of Bldgs. 90ft.

Notes:

1. Site improvements were located by BEK Associates in April 2024, using a Trimble S7 Robotic Total Station & Trimble TSC3 Data Collector.
2. Elevation contours taken from MassGIS LIDAR. The vertical datum is NAVD 88.



SITE PLAN OF LAND IN
PITTSFIELD, MASSACHUSETTS
PREPARED FOR
**KIDZONE CHILD CARE
EDUCATIONAL CENTERS, INC.**

Brian E. Koczela

BEK LAND SURVEYORS & FORESTERS
ASSOCIATES

9 CURTIS AVENUE
DALTON, MA 01226

DATE 10/17/2024	JOB # 24.091	SCALE 1" = 30'
DRAWN BY N.L.S.		REVIEWED BY B.E.K.



**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

December 4, 2024

TO: Councilor Kavey

FROM: Chief Thomas C. Dawley

RE: Body Worn Camera Petition

Sir,

The idea of the Pittsfield Police Department requiring officers to wear and utilize Body Worn Cameras (BWC) began in late 2022. The software and hardware were purchased prior to the implementation of the program. Union negotiating and policy development needed to be worked out and implemented prior to the rollout and use of the cameras and accompanying software. Shortly after that, a group of volunteers from both patrol and the detective bureau were tasked to test and evaluate (T&E process) the body worn cameras. The feedback and results were very positive despite the long learning curve and having small hardware and software issues. In June of 2023, a General Order was issued stating that Pittsfield Police Department personnel shall wear and utilize their issued body worn camera in accordance with our updated policy. In-Service training was held for sworn officers to make sure they knew how to utilize, download, upload, operate, test, charge, toggle functions, view, categorize and learn all the capacities of the cameras and software.

Since the implementation of the BWC's, officers have grown to embrace them and find this to be a protective measure to not only themselves but to the community and the department. The BWC program has greatly increased transparency with our Department and the Community. BWCs provide an objective record of interactions between officers and the public, helping to promote accountability. This can reduce incidents of misconduct or excessive force and provide clear evidence in cases of disputes. Having BWC's

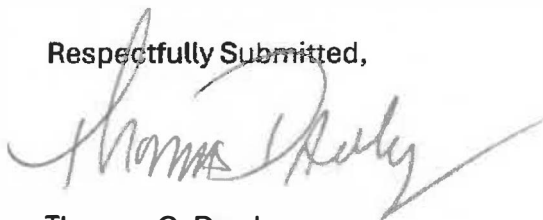
"DEDICATED TO EXCELLENCE"

increases the public's trust with the Pittsfield Police Department and improves the relationship between our officers and the community they serve. This especially occurs in cases of allegation of misconduct or abuse. Most times, the BWC's act as a deterrent of misconduct that leads to more professional behavior by officers and civilians, which in turn reduces citizen complaints and lawsuits. In addition to all stated above, BWC's enhances officer safety by encouraging compliance from suspects, which may reduce a violent confrontation. If a violent confrontation occurs, the BWC can act as a record of the encounter. This protects officers from false accusations of excessive use of force allegations. For court proceedings, footage taken from officer's BWC's is used. Prosecutors and defense attorneys have time to review footage in preparation for trial.

There have been many challenges that have come along the path of implementing BWC's into the Pittsfield Police Department. Budgetary was the first obstacle. Luckily, we were able to get approval to incorporate BWC's into the Pittsfield Police Departments expense line. Since approving this line item in our budget, we have not had any issue with keeping the funding there. I believe, but I am not positive, that the City has a 5-year contract with the vendor, and I intend on renewing it when we are close to expiration. Next was negotiations with both Unions prior to implementation, which ultimately worked itself out. Training was not much of a concern because officers wanted to have the knowledge of operating the BWC's before using them while on duty. Officers were not able to utilize their BWC until they were trained and comfortable, which we were able to get all the officers trained in a timely manner and get the cameras in use sooner than later.

Although the process has been challenging with many bumps in the road, officers are now well versed and confident in utilizing their BWC's. Citizen complaints have decreased because officers and citizens alike know they are being recorded and being held accountable for their actions.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Thomas C. Dawley", with a long horizontal flourish extending to the right.

Thomas C. Dawley

Chief of Police



City of Pittsfield

November 19, 20 24

To the City Council of the City of Pittsfield:–

The undersigned respectfully

requests that the Pittsfield Police Chief provide a detailed report to the Council on the status of implementing body-worn cameras for Pittsfield Police Officers.

Please include:

1. An overview of the rollout process, highlighting key milestones and timelines.
2. A summary of the benefits observed, including how the program has enhanced officer safety, and how the cameras support transparency and professionalism within the department.
3. A discussion of any challenges encountered during implementation, such as technical issues, training concerns, or budgetary constraints, and how they are being addressed.

Respectfully submitted,

A handwritten signature in cursive script that reads "Patrick Kavey".

Patrick Kavey
Ward 5 City Councilor



CITY OF PITTSFIELD

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

January 3, 2025

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 adopting MGL Chapter 41, Section 110A Office Hours on Saturday.

Elections laws have changed over the past couple of years. The last day to register or change party information went from twenty days before an election to on or before the tenth day which falls on a Saturday.

If we adopt this section of the Massachusetts General Laws, we can move the last day to register to the Friday before. By doing so this will eliminate unnecessary overtime on Saturday for local elections.

Respectfully submitted,

A handwritten signature in blue ink that reads "Michele M Benjamin".

Michele M. Benjamin
City Clerk

Part I ADMINISTRATION OF THE
GOVERNMENT

Title VII CITIES, TOWNS AND DISTRICTS

Chapter OFFICERS AND EMPLOYEES OF
CITIES, TOWNS AND DISTRICTS
41

Section OFFICE HOURS ON SATURDAY
110A

Section 110A. Any public office in any city or town may remain closed on any or all Saturdays as may be determined from time to time, in a city by the city council, subject to the provisions of the city charter, or, in a town, by vote of the town at a special or regular town meeting, and the provisions of section nine of chapter four shall apply in the case of such closing of any such office on any Saturday to the same extent as if such Saturday were a legal holiday.

Part I ADMINISTRATION OF THE
GOVERNMENT

Title I JURISDICTION AND EMBLEMS OF
THE COMMONWEALTH, THE
GENERAL COURT, STATUTES AND
PUBLIC DOCUMENTS

Chapter STATUTES
4

Section TIME FOR PERFORMANCE OF
ACTS PERFORMABLE ON SUNDAY
9 OR HOLIDAY

Section 9. Except as otherwise provided, when the day or the last day for the performance of any act, including the making of any payment or tender of payment, authorized or required by statute or by contract, falls on Sunday or a legal holiday, the act may, unless it is specifically authorized or required to be performed on Sunday or on a legal holiday, be performed on the next succeeding business day.

City of Pittsfield

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

IN CITY COUNCIL

A N O R D E R

No. _____

ACCEPTING THE PROVISIONS OF MASSACHUSETTS GENERAL LAW CHAPTER 41, SECTION 110A

Ordered:

That the city accept General Laws, Chapter 41, Section 110A, Office Hours on Saturday, which authorizes any public office in any city or town to remain closed on any or all Saturday s as may be determined from time to time, in a city by the city council, subject to the provisions of the city charter and the provisions of section nine of chapter four shall apply in the case of such closings of any such office on any Saturday to the same extent as if such Saturday were a legal holiday.



CITY OF PITTSFIELD

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

Tel. (413) 499-9352

solicitor@cityofpittsfield.org

February 22, 2024

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

Dear Councilors:

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

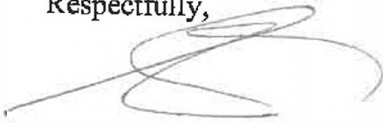
The City has 2 ways to enforce the City Code, fines set out in Chapter 4 ½ or court enforcement. Fines may be imposed under MGL Chapter 148A for state building code or state fire code violations; under MGL Chapter 40, Section 21D for general City Code violations and under MGL Chapter 40U for state housing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

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

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

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

Respectfully,

A handwritten signature in black ink, appearing to be 'Stephen Pagnotta', written over a horizontal line.

Stephen Pagnotta

SNP/hlg



CITY OF PITTSFIELD

HEALTH DEPARTMENT, 100 NORTH STREET, PITTSFIELD, MA 01201

February 6, 2024

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

- Current Status on 53 Robert Street Code Enforcement

Dear Councilors:

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

Sincerely

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

Andy Cambi
Director of Public Health



City of Pittsfield

January 06 20 25

To the City Council of the City of Pittsfield:--

The undersigned respectfully

Request that the City Council act as follows:

1. Schedule a Special City Council meeting to receive a presentation from Executive Director Jetta Bernier of Enough Abuse®, nationally known expert concerning options in dealing with the current issue of sexual abuse and harassment in the schools including established policies, employee training, citizen education, and building site assessment steps that are available. This should be at the earliest possible convenience of all.
2. In the alternative, the meeting could be set up as a Committee of the Whole.
3. That the Pittsfield School Committee be invited to participate in a joint session if they are so agreeable.
4. Attached as exhibits for informational purposes are as follows:
 - a. Executive Director Jetta Bernier of Enough Abuse® Bio;
 - b. Organizational Materials included;
 - i. Enough Abuse Releases Evaluation of its Online Child Sexual Abuse Prevention Course for Schools;
 - ii. Enough! Preventing Child Sexual Abuse in My School Course Overview;
 - iii. Enough! Preventing Child Sexual Abuse in My School Brochure;
 - iv. Become a Gold Star School or Youth Organization!;
 - v. Recent Cases of Sexual Abuse in MA Schools 2023-2024; and,
 - vi. Sample of 125 Publicly Reported Child Sexual Abuse in Massachusetts Public and Private Schools.

Respectfully submitted,

 Kenneth G. Warren Jr.
 Ward 1 City Councilor



JETTA BERNIER

Executive Director

Jetta Bernier serves as Executive Director of Enough Abuse, formerly Massachusetts Citizens for Children or “MassKids,” the nation’s oldest private, statewide child advocacy organization, established in 1959. For over 6 decades, the organization has worked on several fronts to prevent all forms of child abuse.

Regarding sexual abuse, Jetta directs the Enough Abuse Campaign, a citizen education and mobilization effort to prevent child sexual abuse in schools, youth-serving organizations and communities. Launched through a 5-year grant from the U.S. Centers for Disease Control and Prevention (2002 to 2007) and supported by the Ms. Foundation for Women (2007 – 2014), the Campaign has now been adopted in several states and two other countries.

She is developer of numerous prevention resources, including: “Enough! Preventing Child Sexual Abuse in My School”, a one-hour, evidence-informed e-learning course for school personnel; and “Pledge to Prevent™”, a unique online action campaign that educates, empowers and engages citizens to take specific actions to prevent child sexual abuse from ever occurring. She produced the policy report, “Massachusetts Sexual Abuse Safe Child Standards” and two national advocacy reports – “State and Federal Legislative Efforts to Prevent Child Sexual Abuse: A Status Report”(2015),and “A Call to Action for Policymakers and Advocates: Child Sexual Abuse Prevention Legislation in the States” (2021).

Jetta served on the 11-member National Independent Schools Task Force on Educator Sexual Misconduct which in 2018 released “Prevention and Response,” with recommendations for the country’s 1,500 independent private schools. She was Co-Chair of the Coalition to Reform Sex Abuse Laws, a grassroots coalition that succeeded, in 2006 and 2014 respectively, in reforming Massachusetts’ criminal and civil statute of limitations in cases of child sexual abuse. She is currently Policy Chair of the National Coalition to Prevent Child Sexual Abuse and Exploitation, and leads the States Policy Exchange, a bimonthly networking group for advocates working to pass child sexual abuse prevention legislation across the country.

Read More



Enough Abuse Releases Evaluation of its Online Child Sexual Abuse Prevention Course for Schools



Evaluation of the e-learning course ***Enough! Preventing Child Sexual Abuse in My School*** by 12,500 school employees in 154 schools in nine states documents continued robust findings. Results of an initial randomized controlled study of teachers in three states published in the *Journal of Child Sexual Abuse* in 2019 showed significant increases in learner knowledge about child sexual abuse, ability to identify boundary-violating behaviors early, and willingness/confidence in reporting disclosed or suspected cases.

Evaluation data of all course learners to date show:

- 93% reported their knowledge about the extent of child sexual abuse increased as a result of the course. Before the training, only 35% rated their knowledge of child sexual abuse as high versus moderate or low, while after the course, 86% rated their knowledge as high.
- 95% reported increased knowledge about the impact of sexual abuse on children's health, mental health, learning, and academic performance.
- 87% said they are now more likely now to identify signs in a child that might indicate they are experiencing or have experienced child sexual abuse.
- 83% said their knowledge of boundary-violating behaviors increased.
- 90% said their likelihood of reporting suspected sexual abuse increased.
- 99% would support their school's adoption of a Code of Conduct that identifies and prohibits specific boundary-violating behaviors.
- 96% would recommend the training to a colleague.

School employees consistently give the one-hour training high marks for its engaging and interactive features, knowledge checks, and its positive and hopeful approach to a difficult topic. "Enough!" avoids slide-reading narrators and conveys information through two teacher avatars who encounter realistic situations of sexual misconduct by co-workers against students.

To reinforce knowledge gains and support ongoing learning, a robust Resource Bank is included with downloadable booklets, handouts, videos, etc. Policy resources are also included and serve as the basis for post-course follow-up discussions among school personnel and administrators.

Selected by the U.S. Department of Justice for inclusion in its national repository of crime prevention programs, "Enough!" is available to public and private schools on a *per learner cost of \$20* (lower rates apply for larger schools/districts). Enough Abuse provides regular reports to the purchasing school on the number and demographics of learners who completed the course, school pre-and-post test scores and a summary of evaluation survey results.

School administrators are welcome to preview the course at no cost as they consider its adoption as a staff development tool. Contact info@enoughabuse.org for more information.

What school personnel are saying about "Enough!":

"I like that it stresses PREVENTION, not reaction."

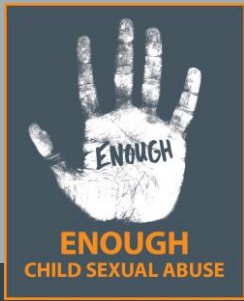
"It gave real life examples that you would have never thought about."

"I particularly liked the 'real scenarios, real people's thoughts' —it was effective at getting at the barriers, fears, biases that might prevent adults from speaking up when needed to protect kids."

"Explores the thought process of those who don't report sexual abuse and disproves each doubt, point by point."

"As a school employee and former state police Detective with 25 years' experience with child and adult sex crimes, I like that you are teaching that abusers look like everyone else and their behavior appears trustworthy until you understand the signs... I like that you covered why some may not want to report. I like the fact that you explain kids don't lie about abuse and to not ask too many questions so you don't interfere with the investigation or taint evidence. I like that you promote the need for schools to have a Code of Conduct that identifies specific boundary crossing behaviors that should be prohibited in policy."


"I have been teaching for nearly 30 years and this is one of, if not the best trainings I have ever sat through. It was visually beautiful and well presented...It was powerful."





Enough! Preventing Child Sexual Abuse in My School

The most comprehensive online evidence-informed training course available for schools in the U.S.

Why Enough!?

 A U.S. Department of Education report found that **more than 4.5 million students (10%) are subject to sexual misconduct by a school employee** sometime between kindergarten and 12th grade. (Shakeshaft, 2004)

 **Teachers report** that the most common reason for not reporting child sexual abuse is the **lack of confidence in their ability to identify it and respond appropriately** to suspicions. (Goldman, 2007)

 **Two-thirds of teachers do not receive training** in preventing, recognizing, or responding to child sexual abuse, either in their college coursework or as part of their professional development. (Kenny, 2004)

Enough! Course Overview

“Enough!” is a one-hour interactive online course that includes:

- Three brief knowledge checks within the course and a pre- and post-test that measures knowledge gains;
- A brief survey that measures self-reported changes in ability to identify and respond to boundary-violating behaviors, which can lead to sexual abuse;
- A certificate of proficiency that can be downloaded upon completion of the course;
- Reports available for school administrators to track completion rates and proficiency scores.

Lesson 1



Child Sexual Abuse:
The Big Picture

Lesson 2



Sara Learns About
Child Sexual Abuse

Lesson 3



Nuts and Bolts of
Child Sexual Abuse

Lesson 4



Show Your Hand To
Stop Child Sexual Abuse

Who Will Benefit from Taking this Course:

Instructional staff *and* non-instructional staff, such as administrators, school counselors, guidance counselors, resources officers, athletic coaches, office personnel, security guards, food service workers, custodians, and more.

What schools are saying...

The Enough! Course has won high praise from Burlington teachers. In response, our School Committee voted unanimously to require that all 800 Burlington School System employees take the course so they can increase their knowledge about sexual abuse and learn how to work confidently and actively to prevent it.

**Eric Conti, Ph.D., Former President
MA Association of School Superintendents and
Superintendent, Burlington Schools**

...as educators, we must ensure that all school employees are equipped to identify and address this serious threat to our children. The Enough! course is a highly effective tool in addressing this training need – it is clear, concise, informative and covers all the critical points in such a factual and effective manner.

**Margarita Curtis, Ph.D., Former Head of School
Deerfield Academy**



Course Format:

While the problem of child sexual abuse is disturbing, the course is positive and hopeful in tone and approach. It helps schools build their knowledge and strengthen their practices in this important area of child protection and enhances their leadership and reputation in the community as safe havens where children and teachers can thrive and succeed.

The course integrates cutting-edge findings on how to provide effective and engaging e-learning for adults. "Enough!" avoids the usual talking heads and slide-reading narrators and conveys information through two teacher avatars based on real teachers. Two cases of child sexual abuse are highlighted to address the gaps that school personnel report in their knowledge of the issue.

The course includes the latest research on the impact of child sexual abuse on learning difficulties, memory deficits, social/emotional learning, academic failure, and long-term physical and mental health. To reinforce knowledge gains and support ongoing learning, a robust Resource Bank is included with downloadable booklets, handouts, videos, etc. Policy resources are also included and serve as the basis for post-course follow-up discussions among school personnel and administrators.

To Preview or Purchase:

The course is made available to public and private schools based on a *per learner cost of \$20* with lower rates available for larger schools/districts. The course offers regular reports to the purchasing entity about the number and demographics of learners registered who completed the course, and their pre-and-post test scores and evaluation survey results.

For information about previewing the course, and purchasing, please contact info@enoughabuse.org.

"This course provides a ton of good information about school staff sexual misconduct and will help motivate everyone to flag suspicious situations. It is very good at highlighting and counter-acting the kinds of inhibitions that keep everyone silent."

David Finkelhor, Ph.D., Researcher & Director of Crimes Against Children Research Center, University of New Hampshire

Massachusetts school employees in Adam, Auburn, Barnstable, Burlington, Chelsea, Dedham, Deerfield, Dracut, Greenfield, Hull, Longmeadow, Lowell, Medford, Tewksbury, Westborough, etc. have completed the course.
What they are saying...

I like that it stresses PREVENTION, not reaction. **Barnstable Public Schools**

I liked that it was interactive and particularly liked the 'real scenarios, real people's thoughts' framing of this – it was more effective than most at getting at the barriers (biases and lack of knowledge) that might prevent adults from speaking up when needed to protect kids. **Chelsea Public Schools**

Statistics helped to make the reality of the situation so intense and dire...Something to be taken seriously. **Greenfield Public Schools**

Explores the thought process of those who don't report sexual abuse and disproves each doubt, point by point. **Noble & Greenough School**

I have been teaching for nearly 30 years and this is one of, if not the best trainings videos I have ever sat through. It was visually beautiful and well presented...It was powerful. **Lowell Public Schools**

Enough! Works

Results of a published, randomized-controlled study of teachers in three states found, at the highest level of statistical significance, **increases in learner knowledge, ability to identify boundary-violating behaviors early, and willingness/confidence in reporting disclosed or suspected cases**. 98.4% of learners indicated they would recommend the course to colleagues.

The **U.S. Department of Justice** has selected Enough! for inclusion in its **Crime Solutions** online resource, a federal effort to identify effective programs and practices to prevent crime.



Enough! Preventing Child Sexual Abuse in My School

*The most comprehensive online
evidence-informed training course
available for schools in the U.S.*



The vast majority of school employees are dedicated, caring individuals who do a great job preparing students academically and helping them develop the talents and skills to become successful adults.

However, it would be inaccurate to characterize cases of child sexual abuse in schools as rare.



U.S. Department of Education reports that...

4.5 million
or **10%** of K-12 students
across the country **report sexual**
misconduct by school personnel.



3.5 million or 6.7% of students reported unwanted *direct sexual contact* with someone in their school – in a third of cases a teacher or coach.

Substitute teachers, bus drivers, security personnel, principals and counselors were among other employees identified for direct sexual contact.

When *non-touching sexual offenses* were included, the percentage of students exposed to sexual misconduct rose to **10%**.

Examples of non-touching sexual offenses included sending illicit texts or photos, making suggestive comments, etc.

Impact of Child Sexual Abuse on learning & academic achievement

Cognitive ability, memory scores, and academic achievement of sexually abused children are often lower than their peers.

48%

of students reported below average grades

39%

displayed academic difficulties

24%

of students repeated a grade

15%

of students were enrolled in remedial classes



A higher percentage of students **failed to graduate** compared to their non-abused peers.

Impact of COVID on Child Sexual Abuse epidemic

The problem of child sexual abuse is now even more urgent. Aggressive primary prevention strategies are critically needed now.

Stay-at-home orders placed children at increased risk of abuse with **rape hotlines reporting that half their calls are from minors.** Two-thirds say their abusers are family members; 79% live with the person hurting them.

In 2020 there were **21.7 million reports made to the CyberTipline - a 28% increase from 2019.** These contained over 65 million images or videos of suspected child sexual abuse material and other related content.

Virtual learning has **reduced opportunities to detect abuse** and Child Protective Services **reports have decreased sharply.**

Children are spending unprecedented time online, yet **two-thirds of parents do not instruct their children about online safety.**

*Take action
today!*

You can prevent child sexual
abuse *in your school.*

You do not have to
wait for abuse to happen. Train
your staff to identify boundary-
violating behaviors that, if left
unaddressed, can lead to sexual
misconduct and abuse.



Despite these alarming numbers,
two-thirds of teachers do not
receive training in preventing,
recognizing, or responding to child
sexual abuse, either in their
college coursework, or as part of
their professional development.

Adopt Enough! Preventing Child Sexual Abuse for your school

90%

of participants report they are more likely to identify boundary-violating behaviors now as a result of the *Enough!* training.



- 1 Adopt this one-hour, online interactive course for all K-12 school personnel
- 2 Measure knowledge gains via pre-and-post test and knowledge checks
- 3 Access policy resources to support post-course learning and follow-up discussions among school personnel and administrators
- 4 Measure increase in staff knowledge, ability to identify/respond to boundary-violating behaviors that can lead to sexual abuse, and confidence/willingness to report suspected cases
- 5 Track completion rates and proficiency scores
- 7 Availability to implement course within 24 hours from time of purchase
- 8 Contact Enough! team anytime via email or phone for support

Preview & Purchase *Enough!* for your school or district

Join thousands of school employees in multiple states that have completed the *Enough!* course.

The course is made available to public and private schools based on a *per learner cost of \$20* with lower rates available for larger schools/districts.

Access a free preview to share with your Leadership Team and experience the course for yourselves.

98%

of learners indicate they would recommend the *Enough!* course to their colleagues.

Get started today!

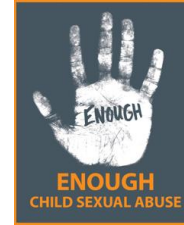
Email lindsay@enoughabuse.org

or call (617) 742-8555.





MassKids is a 60-year-old citizen-based, child advocacy organization committed to preventing child abuse in all its forms. It serves as Prevent Child Abuse Massachusetts, the State Chapter of Prevent Child Abuse America.



The **Enough Abuse Campaign** is a program of MassKids, launched in 2002 under a 5-year grant from the U.S. Centers for Disease Control and Prevention. Its goal is to build adult and community responsibility to prevent child sexual abuse through training, education, policy development and legislative advocacy.

enough secrets.
enough shame.
enough hurt.
enough confusion.
enough denial.

enough child sexual abuse.

Contact us to
learn more:

lindsay@enoughabuse.org
(617) 742-8555

Become a Gold Star School or Youth Organization!

Strengthen your policies and practices to prevent child sexual abuse.



SAFETY STARS is an Enough Abuse Campaign program that supports schools and youth organizations seeking to strengthen their policies and practices to prevent child sexual abuse through:

- high quality in-person and online trainings;
- cutting-edge assessment and prevention tools; and
- expert technical assistance on prevention policies.

EARN YOUR SAFETY STARS by...

Screening prospective employees to keep out unsafe individuals;

Training staff and volunteers about how to prevent child sexual abuse;

Assessing your organization's child sexual abuse prevention policies;

Responding to staff boundary violations with specific tested protocols; and

Securing physical spaces to reduce opportunities for abuse to occur.



Become a GOLD STAR school or youth organization.

Gold Star Schools and YSOs are strong advocates for children and their safety. Their efforts to prevent abuse not only keeps kids safe, they enhance their organization's reputation in the community and reduce the significant legal and financial liabilities that can result when sexual abuse incidents occur.

Schools and YSOs show their commitment to children by training all staff about child sexual abuse and ways to prevent it, implementing clear policies for identifying and responding to boundary-violating behaviors, and reporting all suspected cases.

Gold Star Schools let students and their parents know that they are serious about preventing sexual abuse and committed to providing kids with a safe haven where they can learn, play and grow. It's a win-win for everyone – the child, their families, the school, and the entire community!



As a **SAFETY STARS** partner, here are some of the **STARS** resources your school or youth organization can access as you begin or continue your efforts to prevent child sexual abuse.

STARS - Screening prospective employees to keep out unsafe individuals

Model Sexual Misconduct/Abuse Disclosure Release Form

While criminal and fingerprint background checks are a necessary part of the due diligence schools and youth organizations must conduct before hiring prospective employees, they are insufficient to screen away those who may pose a sexual risk to our children. National risk assessment experts indicate that more than 80% of those charged with sexually abusing children in schools had no prior criminal records. States are now moving to a standardized screening tool to strengthen their interview and hiring practices to require applicants to provide information about any past or pending investigations or findings of sexual misconduct. This Model Disclosure Release Form can be included in your interview process with new applicants and provide you with information about whether professional licensure was revoked or surrendered in response to an investigation.

Screening Video and Script

This 5-minute video was developed at the Klingberg Family Centers in Connecticut as an information and screening tool for all prospective employees. It serves as a model for how schools and youth organizations can communicate their mission to applicants and also make clear the organization's commitment to protecting children from sexual misconduct or abuse by any employee. The video is shown during the interview process with the interviewer present to observe any reaction of the applicant to the content. A script is also available as a template for those seeking to film their own video to include in the interview process.

“How to Screen for Sexual Abuse Risk in the Employee Interview”

This 20-minute video produced by the Enough Abuse Campaign features a mock interview by

Sue Todd, former CEO from Pathways for Children, to serve as a guide for employers on how to screen for sexual abuse risk when conducting an interview of prospective employees or volunteers.

“Screening for Sexual Risk when Conducting an Interview of Prospective Employees”

This tool lists several questions that employers can ask prospective employees as part of the interview process. Note that state laws vary regarding what is legally permissible to ask in an interview. Consult your legal counsel to find out if any limitations apply in your state.

Fact Sheet on Screening for Safety

This is one of six brief Fact Sheets developed by Joan Tabachnick and the Enough Abuse Campaign to be a companion to the booklet “A Practical Guide to Make Your Organization Safer.”



sTARS - Training staff and volunteers about how to prevent child sexual abuse

ONLINE TRAININGS:



“Enough! Preventing Child Sexual Abuse in My School” - a nationally available, evidence-based online learning course developed exclusively to address the specific needs of schools and the challenges they face in preventing child sexual abuse - a problem the U.S. Department of Education reports is affecting as many as 1 in 10 students from Kindergarten to 12th Grade.

A study conducted by researchers at Simmons University School of Social Work of teachers in

3 states confirms, at the highest level of statistical significance, gains in: knowledge about child sexual abuse, ability to identify boundary-violating behaviors, and willingness to report suspected or disclosed cases. Over 98% of teachers said they would recommend the course to their colleagues.

In this one-hour, interactive course, public and private school employees from teachers, administrators, counselors and coaches, to office personnel, transportation providers, food service workers, security guards, and custodians will learn about the nature and scope of sexual abuse and how they can take actions to prevent it *from ever occurring*. Parents, school volunteers, and members of Parent Teacher Organizations and local School Committees will also benefit from this course.

The course includes knowledge checks, a short pre- and post-test to measure knowledge gains, and a brief evaluation survey to document self-reported anticipated changes in responding and

reporting behaviors. A resource bank is provided with over a dozen downloadable prevention resources that teachers and administrators can use to support post-viewing discussions and policy actions. A certificate of completion is available for download. The course also provides Closed Captions. The course is available for free preview for administrators of schools and school districts, state department of education, and schools of education by contacting info@enoughabuse.org. Learn more at: <https://elearning.enoughabuse.org/>

“Enough! Preventing Child Sexual Abuse in My Youth Organization” - “Enough!” is a comprehensive training course developed exclusively to meet the specific needs of youth organizations, and to address the challenges they face in preventing sexual misconduct and abuse. The one-hour, online course with available closed captions provides learners with an engaging and interactive experience, while increasing their knowledge about child sexual abuse, their ability to identify boundary violating behaviors before they can escalate to legally reportable sexual offenses, and their confidence in reporting sexual misconduct and suspected cases of child sexual abuse.

Every year, an estimated 41 million children and teens come into contact with more than 80 million adults working or volunteering in youth-serving organizations. Within these organizations our children learn new skills, build self-esteem, and are challenged to explore worlds that might not be available to them at home. Unfortunately, the same factors that create a nurturing environment for children may also increase a child’s vulnerability by providing “cover” and access to children that sexual abusers seek. Without a comprehensive strategy to prevent sexual abuse, those who work in youth-serving organizations and programs are not sufficiently equipped to protect our children from this risk or the organization from financial and legal liabilities. A key prevention strategy is to educate all staff and volunteers about child sexual abuse and how it can be prevented.

The course, which includes pre- and post-tests, is available for free preview by youth organization directors. Email info@enoughabuse.org for more information or learn more at: <https://elearning.enoughabuse.org/yso>

“Educator Sexual Misconduct: How to Spot it and Stop it”- Prevention Summit Keynote Robert Shoop, PhD ~ co-founder of the School of Leadership Studies and former Director of the Cargill Center for Ethical Leadership at Kansas State University. Dr. Shoop is a nationally recognized expert in the areas of leadership and school law, sexual harassment and abuse prevention. He has served as a consultant to school districts, universities and corporations in the area of standards of care around harassment and abuse prevention. He is author of the book, *Educator Sexual Misconduct: How to Spot it and Stop It*, and has produced nineteen books and over 100 journal articles, monographs, book chapters, and six educational video programs receiving national and international recognition.

“Doing the Right Thing: How to Best Respond to Adult Disclosures of Past Sexual Abuse in Schools and Youth Organizations” - Prevention Summit Special Session

Disclosures of sexual abuse in schools and youth-serving organizations are increasing as more adult survivors come forward. How can administrators and trustees take this opportunity to promote transparency, accountability and healing? High profile cases involving the Catholic Church, Penn State, the Boy Scouts, Horace Mann School, UConn, etc. make it clear that institutional concerns about reputation, status and money too often trump the protection of children and the support of victims. This discussion explores these dynamics and provides specific guidelines to help administrators and trustees do the right thing, support survivors and prevent the future abuse of children.

Discussants:

Peter Brooks ~ Member, Horace Mann Action Coalition

Charles Conroy ~ Executive Director, Doctor Franklin Perkins School, Massachusetts

Carmen Durso ~ Lawyer and legal counsel for child sexual abuse survivors

Amos Kamil ~ Reporter and author of *“Great Is the Truth”* and the New York Times Magazine cover story: *“Prep School Predators: Horace Mann School’s Secret History of Sexual Abuse”*

Facilitator: Arthur Siegel, MD ~ Director of Internal Medicine, McLean Hospital

IN-PERSON TRAININGS:

The following in-person educational trainings are offered by the Enough Abuse Campaign to parents, youth, professionals, and other concerned adults to prevent adults from victimizing children today and to prevent children from developing abusive behaviors in the future.

These training curricula have been independently reviewed by the University of New Hampshire’s Crimes Against Children Research Center for their accuracy and reflect the latest knowledge in the field. Over 100 references and citations from peer-reviewed articles and studies back up the data and facts presented in these “research-based” tools. Evaluations from parents, professionals, and youth who participate in community trainings using these curricula routinely rate the tools high on a 5-point scale of excellence.



“Enough Abuse: Strategies for Your School” -

Intended specifically to educate school administrators, teachers, school coaches, parents, and other school employees. Elements includes: The impact of child sexual abuse on learning and academic achievement

- Defining the nature and scope of child sexual abuse and sexual exploitation
- Preventing sexual abuse and sexual misconduct in schools
- Legal obligations of school personnel to

report child sexual abuse

- List of physical and psychological boundary-violating behaviors that schools should consider when reviewing or developing their Code of Conduct.

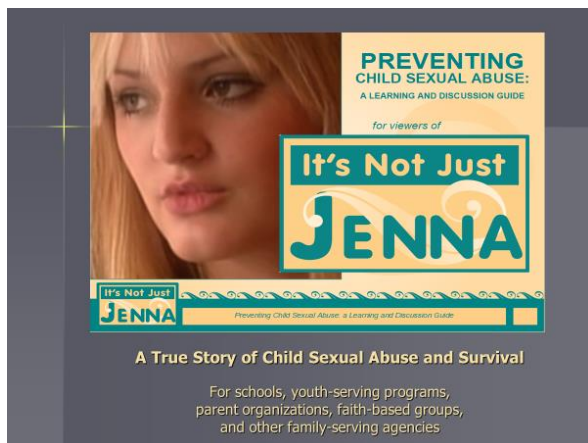
“Enough Abuse: Strategies for Private Schools”- Intended specifically to educate heads of school, trustees, faculty, employees, coaches, and parents of children and youth in private, independent schools and boarding schools. Elements includes:

- The impact of child sexual abuse on learning and academic achievement
- Defining the nature and scope of child sexual abuse and sexual exploitation
- The unique challenges of preventing sexual abuse and sexual misconduct in private schools; and in boarding schools which serve in the role of “in loco parentis”
- Legal obligations of school personnel to report child sexual abuse
- List of physical and psychological boundary-violating behaviors that private schools and boarding schools should consider when reviewing or developing their Code of Conduct.

“Enough Abuse: Strategies for Youth Organizations”

– designed to train staff and volunteers in a broad range of organizations and programs serving children and youth. Elements include:

- The nature and scope of child sexual abuse and exploitation;
- Preventing sexual abuse and misconduct in youth-serving organizations;
- Specific physical and psychological boundary-violating behaviors that youth organizations should consider when reviewing or developing their Code of Conduct;
- Handling disclosures and reporting child sexual abuse



“It’s Not Just Jenna” – a 30-minute video co-produced by MassKids and Alvid (now available in Spanish) to educate middle and high school youth, their parents, and other youth-serving professionals. The accompanying 30-slide “Learning and Discussion Guide” promotes and facilitates post-viewing discussion about the lessons Jenna’s story teaches us about child sexual abuse and how to prevent it.

The learning goals of this video and discussion are to educate participants about:

- Behavior signs to be aware of in adults that might indicate they pose a risk to children and teens;

- Ways sexual abusers “groom” or establish trust with potential victims and their families;
- Behavior signs to look for in children or teens that may indicate they are being or have been sexually abused;
- Reasons that make it difficult for victims or child sexual abuse to tell;
- How to respond if we see behavior signs in an adult that indicate they might pose a risk to children and teens; and
- How to respond if we see behavior signs in a child or teen that raises concerns they may have been or are being sexually abused.

The training is rated highly by students. See evaluation comments here:

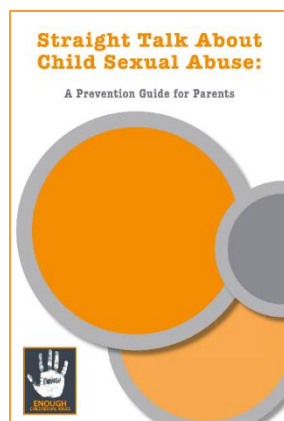
<http://www.enoughabuse.org/the-campaign/training-tools/14-the-campaign/the-campaign/35-comments-its-not-just-jenna.htm>



“Understanding & Responding to Sexual Behaviors of Children and Adolescents” - an interactive training curriculum designed to prevent child-on-child sexual abuse which researchers indicate may represent 70% or more of substantiated cases reported to authorities. It is intended for schools, parents, early education and care professionals, and others who have direct contact with children and/or their families.

Elements include how to:

- Identify “developmentally expected” sexual behaviors of children and youth;
- Distinguish developmentally expected behaviors from problematic sexual behaviors (**PSB**) that might be inappropriate, coercive, abusive, or illegal;
- Respond to all sexual behaviors in ways that promote healthy development of children and that support bystanders who may be affected;
- Identify “yellow light” behaviors of children and teens that require correction and monitoring and “red light” behaviors that require referral or reporting to local child protection agencies.



“Straight Talk: A Prevention Guide for Parents” – a resource that gives parents of your students the information and skills they need to strengthen safety within their families, and to reduce the risks of sexual abuse in their communities. The tool is intended to support parents who have not spoken to their children about body boundaries because they feel they don't know enough, don't know what to say, or how to approach the subject. Armed with this booklet, parents can gain knowledge, skills and confidence to help protect their child from sexual abuse and its devastating consequences.

This downloadable Guide is free for individuals. Hard copies can be purchased in bulk and can be localized with your school or youth organization logo. A Spanish version is available.

“Straight Talk: A Prevention Guide for Parents of Children with Disabilities” – This version of the Straight Talk prevention guide gives parents and caregivers of children with disabilities specific knowledge and skills to keep their children safe. The 28-page guide can be downloaded online for free. It is also available for bulk purchase and can be localized for your school or youth organization.

“Child Sexual Abuse Prevention Programs for Children and Teens” – This Resource Guide for schools and youth organizations provides a summary of 25 programs/curricula developed to educate children and teens about body safety and sexual abuse prevention. Included are: age group served, program description, format/length, evaluation, and cost. Recommended key elements for consideration when selecting a curriculum for children are also highlighted from the Health Education Curriculum Analysis Tool promoted by the federal CDC.



Child Safety Posters - This 18”x 24” size poster was developed to encourage children who feel unsafe to tell a trusted adult, e.g. parent, teacher, school resource officer, school nurse, or call the Massachusetts Child-at-Risk line for help.

The school poster is endorsed by the Massachusetts Association of School Superintendents and the Massachusetts School Nurses Organization. A poster for YSOs is also available.



STARS – **A**ssessing your organization’s child sexual abuse prevention policies

“Assessment Tools for Schools and for Youth-Serving Organizations” – These tools can guide schools and small to mid-sized youth organizations as they explore and consider various questions and strategies needed to create a safer space for children and adolescents. The goal is to increase organizational strengths while decreasing the risks inherent within any organization that serves children and youth. These 12-page Assessments includes over 60 questions in 7 categories that members of the organization’s leadership team fill out individually or as a guided group process to identify strengths and also gaps to be addressed to improve child safety.

“Are You Crossing the Line with a Student? A Self-Assessment for Public School Teachers and Employees” This 3-page self-administered assessment tool helps adults identify thoughts and behaviors that might pose a potential threat to the children they serve and to their own role as a teacher, school employee, coach, or youth organization staff. Also, in the series:

“Are You Crossing the Line with a Student? A Self-Assessment for Private School Staff”

“Are You Crossing the Line with a Youth? A Self-Assessment for YSO Staff”

“Are You Crossing the Line with a Student Athlete? A Self-Assessment for Coaches”

“Sexual Abuse Safe Child Standards” - a 22-page report that identifies six safe-child Standards schools and youth organizations should consider implementing. It includes: action steps to help support implementation of each Standard which include: assessing risk of harm and strengthening identified gaps; educating staff, volunteers, children, and their parents about child sexual abuse and its prevention; developing codes of conduct detailing specific adult boundary violating behaviors; screening of prospective employees and volunteers; assessing and modifying physical spaces to reduce opportunities for sexual abuse; and reporting and responding appropriately to sexual misconduct and suspected abuse.

“Code of Conduct: A Child Sexual Abuse Prevention Policy Guide” - These Prevention Guides support schools and YSOs in assessing their current child safety practices and their adoption of a comprehensive set of policies to support the safe conduct of employees and volunteers. Each 15-page Code of Conduct details appropriate adult/child interactions, as well as a listing of 30 inappropriate or boundary-violating behaviors that, if not interrupted, could be precursors to illegal sexual offenses. The Codes includes: the “Three is NOT a Crowd” Safety Rule; rules for Restrooms, Locker Rooms, Changing Areas; Outings/Overnight Trips; and Social Media and Electronic Communications. It defines sexual abuse, sexual misconduct and sexual harassment and provides guidance to administrators about policies to address whistleblower protections, monitoring and reporting, and the dissemination of the Code to parents and the community. An Acknowledgement Statement is included for staff to sign to indicate they will abide by the Code and will notify designated supervisors when boundary violations are observed.

The *Codes of Conduct* were developed by MassKids with input from school and YSO leaders, prevention advocates and survivors of child sexual abuse by school or YSO staff or volunteers.

“25 Boundary Violating Behaviors Schools, Students and Parents Should Know About and Avoid” - a set of three separate resources on Boundary Violating Behaviors for 1) youth-serving organizations, 2) public schools, and 3.) private day schools and boarding school. These 3-page hand outs are intended for staff, students, and parents to help them identify and stop inappropriate behaviors of adults that, if left unchecked, could escalate to sexual misconduct and/or legally reportable sexual offenses.

“A Practical Guide to Making Your Organization Safer” – this 12-page primer includes 6 companion "Fact Sheets" on Education, Screening, Code of Conduct, Physical Spaces, Mission Driven Policies, and Reporting. Developed for Enough Abuse by consultant Joan Tabachnick, the primer and fact sheets are an excellent way for small to mid-size organizations to get started in implementing basic prevention strategies.



STARS - Responding to staff boundary violations with specific tested protocols

“Responding to Reports of Staff Boundary Violations: A Training for School and Youth Organization Administrators”

While mandated reporter training provides school and youth organization personnel with information about how to report suspected or disclosed cases of child abuse, including child sexual abuse, most administrators receive no training on how to respond to reports of staff boundary violations that do not rise to the level of requiring a formal report to child protective services or law enforcement. To address that gap in training, MassKids is currently developing a Dos and Don'ts resource to provide specific practical steps administrators can follow to respond appropriately to reports of boundary violating behaviors by adult employees.

A suggested listing of data that should be tracked by schools on the handling of all reports of staff boundary violations of the school Code of Conduct is being included, e.g. a description of the alleged violation or misconduct, who and when reported, data on the alleged violator and child victim, time and physical location of the violation, how the report was handled by school administrators and disciplinary or other action taken. On an annual basis, schools should review data on cases of boundary violations reported, analyze how they were handled, and identify ways to strengthen policies and practices to eliminate such violations.

“Having Challenging Conversations With Faculty About Behavioral Issues With Students”

David Wolowitz, Quincy McLaughlin and Claude Marchessault

“Preventing Educator Misconduct by Early Intervention on the Continuum of Misconduct” David Wolowitz



STARS - Securing physical spaces to reduce opportunities for abuse to occur.

“Shifting Boundaries: Lessons on Relationships for Students in Middle Schools”

This 64-page document is a detailed guide on how to implement a program for 6th and 7th grade students on issues such as boundaries, personal space and how to build a culture of school safety. It is one of only two evidence-based sexual violence prevention programs among 140 reviewed by the CDC in a meta-analysis in 2014. It was co-developed by Nan Stein, Ed.D, through a grant from the National Institute of Justice.

A feature of the program that addresses the **SAFETY STARS** goal of securing physical spaces to reduce opportunities for abuse to occur, includes its *“hot spot mapping”* by students of safe and unsafe physical spaces in the school.

The program's proven efficacy in lowering peer sexual violence victimization and perpetration, as well as its implications for creating a culture that can also identify and prevent adult sexual misconduct/abuse of students makes this program an important model for schools.

“Guidelines and Best Practices for the Design, Assessment and Modification of Facilities and Spaces to Reduce Opportunities for Child Sexual Abuse”

This 15-page 2020 report was developed by The Interagency Commission on School Construction and The Maryland State Council on Child Abuse and Neglect. It includes guidelines and best practices on: 1) a process to identify, develop solutions, prioritize and act on safety risks through a four-step self-assessment process; 2) a checklist to assess current facilities, sites, and capital project design using Crime Prevention Through Environmental Design - CPTED principles; and, 3) a process for monitoring, evaluating, and revising the plan.



Contact us today at info@enoughabuse.org to learn how your school or youth organization can partner with **SAFETY STARS** to access expert technical assistance and high quality, tested prevention resources. We will be happy to schedule a time to speak or meet to explore these opportunities to prevent child sexual abuse.

Recent Cases of Sexual Abuse in MA Schools

2023-2024



Shawn Baillargeon a 54-year-old Vocational Instructor at the **South High Community High School in Worcester** was charged on July 27, 2024 with aggravated rape of a child, rape of a child, and Indecent Assault and Battery of child under 14. More than one victim have come forward and police report that the sexual crimes were committed over several years. He was placed immediately on administrative leave.



Matthew Rutledge, 62-year-old History teacher at **Miss Hall's School** for 30 years is facing charges of sexual abuse by 5 former students of the prestigious prep school for girls in **Pittsfield**. According to many alums, relationships between faculty and students were an open secret in the tightknit campus community. Despite several reports of overt sexual misconduct made to past and current administrators, no investigations of Rutledge were ever carried out. Several alumnae claim that school officials retaliated against students and some faculty who reported such instances over the years. The Berkshire County District Attorney is investigating now and Rutledge has resigned.



Salvatore Frieri, Principal of **Lenox Memorial Middle School** resigned two weeks after allegations that he had an illicit relationship in 2008 with a 15-year-old foster child and Sophomore at the **Berkshire Arts and Technology Charter School** in Adams, where he was previously employed. A 27-year-old substitute teacher then, Frieri violated school policy by giving her rides in his car, giving her alcohol at his home and engaging in a sexual relationship with her. He was fired and no charges were ever brought against him by police, DCF, or the DA as the youth claimed the relationship was consensual. When teachers at BART School learned of his appointment in Lenox, they alerted the media that published an article resulting in his resignation. He had been Principal at **Westfield** and **Holyoke schools** and taught 5 years at **Pittsfield Middle school**



Caitlin Harding, 37, a former teacher at **JFK Middle School in Hudson**, was previously charged with raping a then-13-year-old student. She also faces a civil lawsuit for similar conduct. She allegedly groomed the female student from when she was 11 years old, and later engaged in explicit sexual behavior and lewd and lascivious conduct with her. The student says that Harding's alleged abuse caused her "severe emotional distress and physical harm" including depression, panic attacks, and suicidal ideation. The Town of Hudson, its Superintendent, Principal and Assistant Principal are being charged in the suit for negligent hiring and retention and for deprivation of rights.



Thomas Davis, a 42-year-old former **Foxborough Special Education High School teacher** was arrested after showing someone a video of himself having sex with a teenager who he said was a student. He was reported to federal authorities who seized his laptop on which they found hundreds of child sexual abuse materials. He pled guilty to possession and receipt of child pornography. He had worked previously at the **Sharon Middle School**.



Paul Cheffi, a 43-year-old **Chelsea High School Science teacher** groomed a 14-year-old student by taking her on errands, giving her rides from school and paying her to clean his house, where he sexually assaulted her saying, *“I can give you a piece of my heart, but you can never include me in your stories.”* He sexually abused her in the classroom, his car and at his home. A student who told a teacher about the abuse was told to *“stop talking about it or you’ll get in trouble.”* The victim has filed civil charges against Cheffi, the City of Chelsea and Boston University, which had control of the Chelsea Schools at the time of the abuse.



Henry Wilson, 57, a **Member of the Chelsea School Committee** pled guilty last year to raping a 12-year old student. The child was walking home when Wilson offered him a ride and then drove to a parking lot where he sexually assaulted the boy and recorded the assault on his cellphone camera. Wilson was sentenced to 5 years in prison and 5 years of probation. He joined Chelsea School Committee in 2018, and before that was a youth mentor for the district's students, and a member of the Chelsea Planning and Zoning Boards. He had received several community awards.



Daniel Hakim, a 37-year-old former gym teacher at the Saltonstall School in Salem was arrested a few months ago on 37 counts of indecent assault and battery of a child under 14 and 2 counts of rape of a child. Twelve children between the ages of 6 and 8 were allegedly assaulted while Hakim taught at the school for 3 years. He has pled not guilty and is awaiting trial. He remains free on \$200,000 cash bail, under house arrest and is monitored by a GPS bracelet.



James Toltz, a former Peabody gym teacher and coach is facing civil charges filed on TMschools. The City is facing negligence charges for failing to have trained, supervised and disciplined the employee. The class action suit alleges that as many as 500 students ages 10 – 17 were likely victims of the teacher’s sexual assaults which ranged from fondling to rape.



Larry Chen, a 36-year-old former Brookline Social Studies teacher was charged with 58 counts of statutory rape and indecent assault and battery of a child under 14. The female victim, a 6th grader, was assaulted in the school over a two-year period. The teacher also tutored part time and worked summers in the city’s Recreation Department.

Compiled by:

ENOUGH ABUSE™ ~ www.enoughabuse.org ~ 617-742-8555

Sample of 125 Publicly Reported Child Sexual Abuse in Massachusetts Public and Private Schools

PUBLIC SCHOOLS:

Woodale Elementary – **Abington**
Berkshire Arts & Technology Charter School - **Adams**
Ottoson Middle School – **Arlington**
Amherst High School
West Middle School – **Andover**
Julia Bancroft Elementary School - **Auburn**
Bellingham High School
Boston – Patrick J. Kennedy Elementary School
Boston – Timilty Middle School
Stony Brook Elementary School - **Brewster**
Bridgewater State University Day Care
Middleboro High School – **Brockton**
Heath School - **Brookline**
Chelmsford Schools
Chelsea High School
Cohasset Middle School
Essex North Shore Agricultural/Technical H.S. - **Danvers**
Martin Luther King, Jr. Elementary - **Dorchester**
Dover Middle School
Shepherd Hill Regional High School – **Dudley**
Alden Elementary – **Duxbury**
Duxbury Middle School
Shepherd Hill Regional High School - **Duxbury**
East Somerville Neighborhood School
Morton School – **Fall River**
B.M.C. Durfee High School – **Fall River**
Falmouth High School
North Central Charter Essential School – **Fitchburg**
Foxborough High School
Marian High School – **Framingham**
Freetown-Lakeville Regional School District
Narragansett Regional High School – **Harvard**
Donahue Elementary School – **Holyoke**
Morgan School - **Holyoke**
Hopkinton Elementary School
Hull Public Schools
Lenox Memorial Middle School
Leominster High School
Londonderry High School
Longmeadow Schools
Blanchard Middle School – **Lowell**
Corbett Elementary – **Lynn**
Marcia Browne Junior High - **Malden**
Marblehead High School
Mashpee Middle School
Maynard High School
Masconomet High School – **Middleton**
Memorial Elementary School - **Milford**
Milton Memorial Elementary School
F.A. Day School – **Newton**
Newton North High School
Underwood Elementary – **Newton**
North Attleboro Middle School
North Quincy High School
Norwood Junior High School
Oxford Public Schools
Palmer High School
Higgins Middle School – **Peabody**
John F. Kennedy Junior High – **Peabody**
Rochester Memorial School
Dearborn Middle School - **Roxbury**
Saltonstall School – **Salem**
Sandwich Public School
Sharon High School

Stoneham Public Schools
Shrewsbury High School
East Somerville Neighborhood School
John F. Kennedy School - **Somerville**
Arthur D. Healy School- **Somerville**
Southbridge High School
Southbridge Middle School
Springfield Public School
Taunton Middle School
Tynsborough Middle School
Norfolk County Agricultural H.S. - **Walpole**
Bartlett Jr. and Sr. High Schools – **Webster**
Westborough Middle School
West Bridgewater High School
West Springfield Middle School
Westwood High School
Duval Elementary School – **Whitman**
South High Community High School - **Worcester**

PRIVATE SCHOOLS:

Austin Prep – **Reading**
Berkshire School – **Sheffield B**
Boston College H.S.
Brighton School - **Framingham**
Brooks School - **North Andover**
Buckingham, Brown & Nichole - **Cambridge**
Buxton School - **Williamstown**
Cambridge School of **Weston**
Cardinal Spellman H. S. - **East Weymouth**
Central Cathedral High School - **Boston**
Concord Academy
Deerfield Academy
DeSisto School – **Stockbridge**
Dr. Franklin Perkins School – **Lancaster**
Fessenden School - **Newton**
John Dewey Academy - **Great Barrington**
Holyoke Catholic High School
Landmark School – **Beverly**
Linden Hill School – **Northfield**
Maimonides School – **Brookline**
Middlesex School - **Concord**
Milestones Day School - **Waltham**
Milton Academy
Miss Hall’s School – **Pittsfield**
Mt. Alvernia H.S. – **Newton**
Notre Dame Academy - **Hingham & Worcester**
Northfield Mount Hermon – **Gill**
Park School – **Brookline**
Pine Cobble School - **Williamstown**
Phillips Academy – **Andover**
Pike School – **Andover**
Quincy Catholic Academy
Riverview School - **East Sandwich**
Sacred Heart School – **Roslindale**
Shaloh House Jewish Day School – **Newton**
Solomon Schechter School – **Newton**
St. Dominic Savio Prep – **Boston St.**
Mary of the Hills – **Milton**
St. Michael’s School – **Lowell**
St. Paul School - **Hingham**
Stoneleigh-Burnham School - **Greenfield**
Thayer Academy – **Braintree**
Webster Academy
Williston Northampton School - **East Hampton**

**Positions of Public and Private School Employees
Identified as Alleged/Convicted Abusers in the Above Cases**

Science teacher	Field Hockey coach
Physics teacher	Girls Soccer coach
Religious Studies	Basketball coach
Spanish teacher	Swim coach
English teacher	Track coach
Special Ed. Teacher	Wrestling coach
Social Studies teacher	Principal
Photography teacher	Headmaster
Math teacher	Superintendent
Journalism teacher	Assistant Superintendent
History teacher	Dean of Students
Computer teacher	Assistant Dean of Students
Latin teacher	Director of Student Services
ESL teacher	Director of Instruction
Music teacher	School Committee Member
Drama teacher	Athletic Director
Physical Ed. Teacher	School physician
School Culinary teacher	School psychologist
Librarian	Guidance Counselor
School Chaplin	

Compiled by:

ENOUGH ABUSE™

112 Water Street, Boston, MA 02109 info@masskids.org

617-742-8555 www.enoughabuse.org



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2024 DEC 20 AM 10: 08

December 20, 2024

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Petition

Alex Blumin's
blum037@yahoo.com

I, Alex Blumin, resident of Pittsfield, request City Council and Honorable Mayor Marchetti to establish City Plumbing School for at least 20 students as former Councilor John Krol proposed in 2023 Election campaign. Mr. Krol said Mass State can provide \$19,000 grant per student, so city may get about \$400,000 Massachusetts State grant to run Plumbing School.

I propose to reach former Home Depot licensed plumber, Mr. Forest who recently retired to teach Plumbing and Heating. We can use Berkshire Athenaeum library's second floor as there are many vacant rooms with everything ready for meetings or lectures.

There is tremendous lack of licensed plumbers in the United States and Mass state.

According to a report by Lixil, the US is projected to be short around 550,000 plumbers by 2027, with this shortage causing an estimated \$33 billion loss to the economy in 2022 due to a lack of licensed tradespeople to install and fix plumbing systems; the Home Builders Institute's Construction Labor Market Report also found a 55% shortage of plumbers reported by builders in 2021

cc :



RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2025 JAN -7 PM 1:41

City of Pittsfield

January 06 20 25

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that the City Council act as follows:

1. Vote to support that the state law be amended to require every school system conduct a "background" check with the Department of Children of every new hire for an employee position that has substantial contact with minors and children. In addition this would be followed up every three years.
2. Refer to Mayor Peter Marchetti to join in our request.
3. Contact our state delegation of Sen. Paul Mark and Representative Tricia Farley-Bouvier to notify them of our support.

Also attached is an article dated TODAY regarding the new requirement,

Respectfully submitted,

Kenneth G. Warren Jr.
Ward 1 City Councilor

ATTACHMENT

Department of Children and Families (DCF)

All current and prospective employees of the Ashburnham Westminster Regional School District will be required to consent through an additional check of the current MA Department of Children and Families database of supported findings of abuse or neglect. To facilitate this process, all employees, current and prospective, must consent to this check through completion of the Department Central Registry Record Request for Child Placement, Employment or Licensure form. The DCF background checks are a critical part of maintaining a safe educational environment by ensuring that everyone who works with children has been thoroughly vetted. The district will re-run the Department Central Registry Record Request every three years.

Addressing sexual abuse of minors is a critical issue that requires clear policies to protect children. The district will review all allegations. The district considers an upheld, finding of sexual abuse to be conduct unbecoming and just cause for termination. The district may choose to delay employment action due to the appeals process.

Per this policy, AWRSD reserves the exclusive right to make adverse employment decisions as a result of a Supported Finding from DCF regarding abuse of a minor (physical or sexual). Unsupported findings or findings that have been overturned through standard DCF appeal processes included but not limited to Fair Hearings and/or subsequent appeals through the Court system will not result in adverse employment decisions. Supported findings of neglect will not be used to make adverse employment decisions. This does not limit the District's ability to make adverse employment decisions in cases where this fact pattern exists but where other evidence is sufficient to make an adverse employment decision.

Factors influencing whether an adverse employment decision may be made may include, but are not limited to:

- the type of finding;
- the nature of the finding;
- whether the finding was accompanied by criminal charges;
- the date of the offense;
- whether the individual has had subsequent other supported findings

The District will consider unique factors such as the school environment, the student population, health and safety needs, and other relevant district policies and procedures when making decisions based on the Department Central Registry Record Request.

If the district is inclined to make an adverse decision based on the results of the Central Registry Record Request, the applicant will be notified. The applicant shall be provided with a copy of the Supported Report(s), a copy of this policy, advised of the part(s) of the report(s) that make the individual unsuitable for the position or license, and given an opportunity to dispute the accuracy and relevance of the report(s) with appropriate union representation.

THE GARDNER NEWS

EDUCATION

Ash West School District tightens employee background checks: Here's what else is required

Officials say additional step closes loophole in background check system



Stephen Landry

The Gardner News

Published 11:00 a.m. ET Jan. 6, 2025 | Updated 11:00 a.m. ET Jan. 6, 2025

A local school district is leading a statewide effort to tighten criminal background checks on prospective employees.

Officials at the Ashburnham Westminster Regional School District have announced an addition to their current policy, which includes a check of the Massachusetts Criminal Offender Record Information (CORI) and the Statewide Applicant Fingerprint Identification Services (SAFIS), which is a check of the federal database.

CORI checks, which are repeated every three years, let school officials know if a prospective or current employee has a criminal record in the court system, while the SAFIS check shows potential crimes outside of the state.

In November, the AWRSD School Committee amended their policy to include check of the Department Central Registry Record Request for Child Placement, Employment or Licensure database as a required component of the district's staff background check policy. This measure will return supported findings or child abuse or neglect by the state's Department of Children and Families (DCF), according to Superintendent Dr. Todd Stewart.

Additional check closes loophole in background check system

Stewart said the additional check of the DCF records would close a loophole in the background check system by letting the district know about possible abuse or neglect cases that didn't make it to criminal court.

More: Winchendon School Committee chooses its next superintendent: Why the search was cut short

"The data is pretty compelling that a disproportionate number of crimes of abuse involving children - particularly crimes of sexual abuse - never end up going to trial," he said. "And the reason for that is not for lack of evidence, but because parents - for varied and understandable reasons - make the decision that going through the criminal process would revictimize their child."

Stewart added that supported DCF cases of child abuse or neglect would be far more disqualifying for prospective employees than some of the crimes that might turn up in a routine CORI background check.

"If someone is 50 years old and they had a speeding ticket or some sort of issue in college when they were 19, that may or may not be disqualifying for the job here," he said. "But the idea that the abuse of children, once we learn that a disproportionate number of times there is no criminal charge, that's the loophole because it wouldn't show up in a CORI or fingerprint check."

A check of the DCF's registry for supported records of abuse or neglect was already a requirement for prospective employees looking to work in early education centers in the state, according to Stewart.

"So, for us, sitting here with a K through 12 system, it seemed like an obvious solution," he said.

Other school districts considering following Ash-West's lead

Stewart said he had heard that other districts in the state were considering following Ash-West's lead by adding the check of DCF's records, which is offered free of charge, to their required background checks. He added that he believed the additional check should become a state requirement.

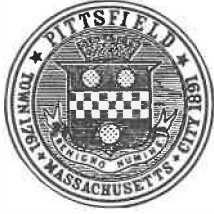
More: Former struggling Gardner High School students share keys to academic success: What they said

"We believe that a condition of licensure through DESE (the Massachusetts Department of Elementary and Secondary Education) should be at this level," he said, adding that the district had been receiving a lot of positive feedback from school officials across the state

after word got out that Ash-West was tightening their background checks. "They all without question backed this effort."

The additional background check would not include other reasons why an individual may have had interactions with DCF officials personally or professionally, according to Stewart, nor would it return any unsupported findings, including situations where the agency may have investigated a situation but did not determine that abuse or neglect occurred.

"When you look at what folks are already agreeing to through the CORI process and the fingerprint process, we believe (the DCF check) is actually far less intrusive in terms of their personal information," he said, adding that CORI checks provide information about any charges associated with a prospective employee, even those in which the individual was eventually found not guilty or a case was continued without a finding.



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2024 DEC 20 AM 10: 20

December 20th 20 24

To the City Council of the City of Pittsfield:-

The undersigned respectfully

petitions the City Council of the City of Pittsfield to amend City Code Chapter 23, Article 23-2 Section 2.2 "Glossary" Article 23-7 Section 7.7 "Conditional Uses Subject to Special Requirements" and Article 23-9 Section 9.203, "Requirements Home Occupations" to amend the Zoning Ordinance to allow for the operation of Short-Term Rentals.

Respectfully submitted,

PITTSFIELD COMMUNITY DEVELOPMENT BOARD

Sheila B. Irvin
Chair



CITY OF PITTSFIELD

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

TO: Community Development Board
FROM: Department of Community Development Staff
DATE: December 17, 2024
SUBJECT: Proposed Short-Term Rental Zoning Text Amendment

The proposed zoning text amendment seeks to establish standards and regulations for the allowance of Short-Term Rentals in Pittsfield. In 2024, the City of Pittsfield has received several complaints regarding the operation of Short-Term Rentals. Short-Term Rentals are not defined by the City's Zoning Ordinance and are thus not allowed. The lack of a definition has led to both the indirect prohibition of Short-Term Rentals and difficulty in enforcement against them. Due to this, the City has decided that it must define and create regulations to allow for the operation of Short-Term Rentals as well as a proper channel for recourse for neighbors to petition against their misuse.

The proposed Zoning Amendment will provide definitions of several aspects of Short-Term Rental Operation in Article 23-2 Section 2.2 and provide general requirements with the creation of Section 7.738 in Article 23-7. The proposal adopts dimensional requirements for Short-Term Rentals. The new section will require an administrative site plan review by the Director of Community Development or their designee, as a prerequisite for operation of a Short-Term Rental. The site plan review will ensure that the property meets certain dimensional requirements as defined in the proposed ordinance. Parking and occupancy limits are requirements that are outlined in the proposal. Each Short-Term Rental property may have one short-term renter per two hundred square feet of gross floor area of the rented property. Conversely, one onsite parking space will be required for every eight hundred square feet of gross floor area. Other requirements include the stipulation that any owner or operator of a Short-Term Rental may only own, operate or have an interest in one dwelling unit that is used for the purpose of Short-Term Rental in the City of Pittsfield, as well as compliance with the current State Building and Fire Department Safety Standards.

The intent of the proposed amendment is to protect the character and inherent value of residentially zoned districts while allowing for the operation of Short-Term Rental properties accompanied by a proper channel for recourse within the City of Pittsfield.



CITY OF PITTSFIELD

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

December 19, 2024

To the Honorable Members
Of the Pittsfield City Council

Re: A petition from the Community Development Board to amend the City Code, Chapter 23, Article 23-2 Section 2.2, Article 23-7 Section 7.7 and Article 23-9 Section 9.203 – Amend Zoning Ordinance to allow for Short-Term Rentals.

Dear Councilors:

Please be advised that on December 17, 2024, the Community Development Board voted unanimously to act as the petitioner to amend the zoning ordinance to create Section 7.738 – Short-Term Rentals within Article 23-7 Section 7.7 of the Pittsfield City Code, to define and allow for the operation of Short-Term Rentals. This Zoning Amendment will allow for Short-Term Rentals under the Pittsfield Zoning Ordinance where currently, they are not defined and are thus prohibited by the Ordinance. The Amendment creates requirements and a process within the Zoning for Short-Term Rentals to be created and operated within the City. The Zoning Amendment will also define Short-Term Rentals and various aspects of the operation of Short-Term Rentals in Article 23-2 Section 2.2 Definitions of the Zoning Ordinance. This Zoning Amendment seeks to allow for the operation and existence of Short-Term Rentals within the Pittsfield Zoning Ordinance while also providing requirements and a channel of recourse to prevent their misuse.

Enclosed please find a memorandum from staff that summarizes the amendment process, as well as the zoning amendment application and proposed zoning text.

Sincerely,

Sheila Irvin
Chair



RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2024 DEC 20 AM 10: 20

Date Received _____

By _____
(fee paid)

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

1. Amend Zoning Map _____ or; Amend text, Chapter 23, Code of Laws _____ X
2. Present Zoning District n/a
Zoning Requested n/a
3. Name of Petitioner City of Pittsfield Community Development Board
Address 70 Allen Street, Room 205, Pittsfield, MA 01201 Telephone # (413)499-9368
Signature 
4. Name of Agent Kevin Rayner – City Planner
Address 70 Allen Street, Room 205, Pittsfield, MA 01201 Telephone # (413)499-9368
Signature 
5. Name of Property Owners n/a
Address _____ Telephone # _____
6. If Petitioner is not the Property Owner, attach a document indicating interest in property.
State interest: n/a
7. Legal Description: n/a
(Attach "Metes and Bounds" Description if necessary) Assessor's Map No. n/a
8. Attach map of property (drawn to scale) including streets, buildings, uses and property dimensions. n/a.
9. If an amendment to the Text of Chapter 23, Code of Laws, state the nature of the amendment:
The Proposed amendment will amend Article 23-2 Section 2.2, Article 23-7 Section 7.7 and Article 23-9 Section 9.101 to define and create requirements for the operation of Short-Term Rentals.
10. Article and Section proposed to be amended: Article 23-2 Section 2.2, Article 23-7 Section 7.7, Article 23-9 Section 9.203

Community Development Board: Hearing Date _____ Recommendation _____

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

**AMENDING THE CODE OF THE CITY OF PITTSFIELD
CHAPTER 23, ZONING**

SECTION I

That the Code of the City of Pittsfield Chapter 23, Zoning, Article 23-2, Definitions, Section 2.2, Glossary, shall be amended by adding, in the appropriate alphabetical order, the following new definitions:

Short- Term Rental: Any rental of a legal or permitted dwelling unit, or of a bedroom(s) within a dwelling unit, in exchange for payment, as residential accommodations for a duration of less than thirty (30) consecutive days, but not at a bed-and-breakfast home, hotel, motel or lodging house, or time share.

Short-Term Renter: Any person or persons occupying a dwelling unit, for the purposes of a short-term rental.

Operator: An operator is anyone who operates a Short-Term Rental, including owners, lessees, sublessees, mortgage holders, licensees, or others.

Intermediary or Operator's Agent: An intermediary is anyone besides an operator who helps to arrange a property rental for an operator and collects rent. An intermediary can arrange a property rental and collect rent for any operator of a short-term rental.

An intermediary includes a broker, hosting platform, or operator's agent.

An operator's agent is anyone who manages a property for rent or books reservations of a property for rent. An operator's agent includes a property manager, property management company, or real estate agent.

Short-Term Rental Owner: The record holder(s) of the property being used as a Short-Term Rental including a shareholder, beneficiary or member of an entity with a financial interest in the entity.

SECTION II

That the Code of the City of Pittsfield Chapter 23, Zoning, Article 23-7, Accessory Uses, Section 7.738, Short-Term Rentals, shall be created as the following:

7.738 Short-Term Rentals

Requirements:

1. A Short-Term Rental shall be defined as a rental property offering a consecutive stay of no more than thirty (30) days, with the exception of bed-and-breakfasts, hotels, motels, lodging houses and timeshares.

2. A short-term rental shall have stays accumulate no more than one hundred and fifty (150) total days per calendar year.
3. All short-term rentals shall register with the City's Health Department and with the Massachusetts Department of Revenue's (DOR) Short-Term Rental Properties list.
4. No Short-Term Rental shall occupy a dwelling unit that is classified as an affordable housing unit or any other dwelling unit that is subject to an income restriction.
5. A Short-Term Rental Owner may only own or have an interest in and register one dwelling unit to be used for short term rental within the City of Pittsfield.
6. Maximum Occupancy: Short-Term Rentals can be rented to one Short-Term Renter per 200 square feet of gross floor area of the rented dwelling unit.
7. Minimum Parking Requirements: There shall be one (1) onsite parking spot for every 800 square feet of gross floor area of the rented dwelling unit.
8. The Short-Term Operator shall designate a local contact who lives in either Pittsfield, or an abutting municipality, who is able to make decisions regarding the Short-Term Rental property in place of the Owner or Operator.
9. Short-Term Rental properties may be subject to periodic inspections per the current state building and health code.
10. All Short-Term Rental properties must meet all requirements of the current Fire Department Safety Standards, Health Department Standards and the State Building Code.
11. All Short-Term Rental properties shall be subject to an administrative Site Plan Review conducted by the Director of the Department of Community Development or their designee. If necessary, the Site Plan shall be referred to the Community Development Board for approval.

SECTION III

The Code of the City of Pittsfield Chapter 23, Zoning, Article 23-9 Section 9.302 shall be amended to add Subsection J, the language of which shall be as the following:

Section 9.302(J): To be classified as a Home Occupation, a rental period must be no less than thirty-one (31) consecutive days.

SECTION IV

This Ordinance shall take effect six (6) months following its enactment.

CAIN HIBBARD

Cain Hibbard & Myers PC | Counselors at Law

66 West Street, Pittsfield, Massachusetts 01201 Tel: 413-443-4771 Fax: 413-443-7694
Direct Dial: 413-629-1312 email: egoodman@cainhibbard.com

Elisabeth C. Goodman

December 23, 2024

HAND-DELIVERED to:

Michele M. Benjamin, City Clerk
City Hall
70 Allen St.
Pittsfield, ma 01201

Dear Michele:

Enclosed please find a petition for Amendment to the Zoning Ordinance, assent from the property owner Kowalczyk Development Corporation, Narrative to accompany the petition, the sign in sheet from a community meeting held on November 20, 2024, and signatures of 12 residents in support of this amendment.

We spoke and you are going to let me know when you know what charges are required. Please call if you have any questions.

Very truly yours,

CAIN HIBBARD & MYERS PC



Elisabeth C. Goodman

Enclosures

Date Received

By _____
(fee paid)

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2024 DEC 23 PM 3:50

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

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

2. Present Zoning District **R-20** Zoning Requested: **See attached narrative**

3. Name of Petitioner 38 Degrees North, LLC
Address 180 Harbor Drive, Suite 217
Sausalito, CA 94965

Telephone # 401-895-9041

Signature



Colleen DeBenedetto, VP Development

4. Name of Agent Elisabeth C. Goodman, Esq., Cain Hibbard & Myers PC

Address 66 West ST Suite 300 Pittsfield MA Telephone # 413 629-1312

Signature _____

5. Name of Property Owners KOWALCZYK DEVELOPMENT CORPORATION

Address 130 Raymond Drive, Dalton, MA 01226 Telephone # 413-329-4095

6. If Petitioner is not the Property Owner, attach a document indicating interest in property. State interest: **Option to purchase**

7. Legal Description: **See description included in attached narrative** (Attach "Metes and Bounds" Description if necessary) Assessor's Map No.s I 150001006 and I 150001005

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

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

Allow Large Scale Ground Mounted Solar in the R-20 zone only on parcels greater than 90 acres and subject to Special Permit

10. Article and Section proposed to be amended : **Section 4.202, see attached narrative.**

Community Development Board: Hearing Date _____ Recommendation

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

KOWALCZYK DEVELOPMENT CORPORATION

130 Raymond Drive, Dalton, MA

September 6 , 2024

Mr. Peter White

Pittsfield City Council President

City Hall

Pittsfield, MA

RE: Petition to Amend the Zoning Ordinance of the City of Pittsfield – Statement of Support
by Property Owner

Dear President White and Members of the Council,

Please be advised that I have entered into an agreement to sell the property owned by
KOWALCZYK DEVELOPMENT CORPORATION located at Clark Road Pittsfield
(Assessor's Map No.s I 150001006 and I 150001005) to 38 Degrees North, LLC. I support
its application for a zoning change.

Sincerely,



[Robert Kowalczyk \(Sep 6, 2024 09:02 EDT\)](#)

Robert Kowalczyk

Narrative to Accompany Application for Amendment to Zoning Bylaw

2. Zoning changes requested:

To allow large-scale Ground Mounted Solar Projects in the R20 zone, only on properties greater than 90 acres, and after issuance of a special permit.

7. Legal Description:

FIRST PARCEL:

The first parcel is bounded on the North by lands formerly of Justus Merrill and the second parcel hereinafter described; on the East by lands formerly of Thomas F. Plunkett and George W. Clark; on the south by lands formerly of said Clark and Daniel Brooks; and on the West by lands of the Pontoosuc Woolen Manufacturing Company. Containing eighty-one (81) acres more or less.

SECOND PARCEL:

The second parcel is bounded and described as follows, viz: Beginning at the Northeast corner of the home farm of the late Justus Merrill; thence easterly in a straight line to the southwest corner of the brickyard lot, so called; thence on the south line of the brickyard lot to land formerly owned by the late Thomas Plunkett; thence southerly on said Plunkett line to the parcel first above described; thence westerly on the north line of the parcel first above described to said Merrill land; thence Northerly on the easterly line of said Merrill land to the place of beginning. Containing fifty-five (55) acres, more or less. Excepting from said above described land a parcel of five acres sold to Frieda Holdemess, twenty acres to William Kirchner and ten acres sold to Gotthart Taubert.

HOLDERNESS PARCEL

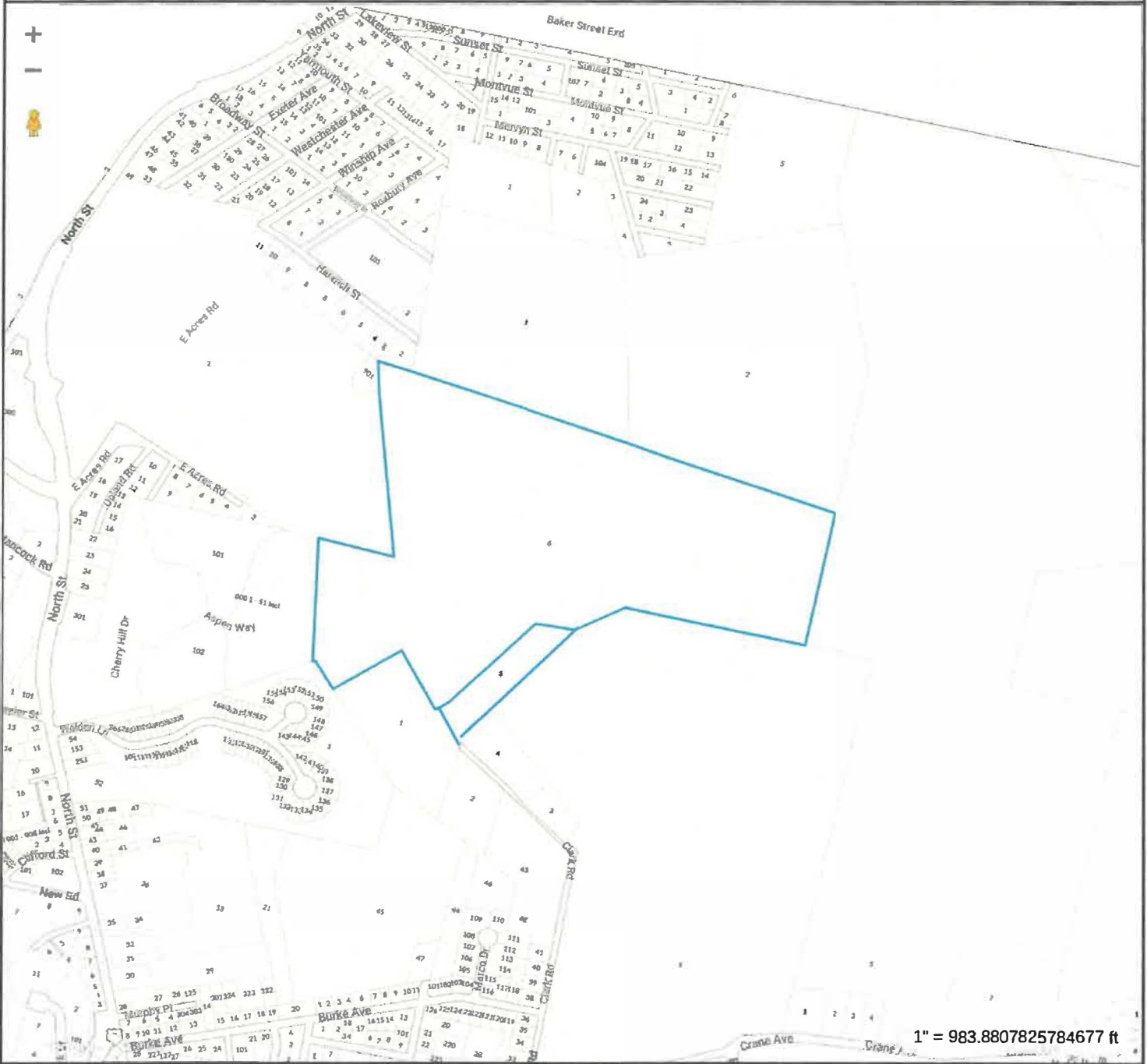
Beginning at a maple tree in the line between said Schink and one Kirchner; thence North 58° East in line of land of said Kirchner nine hundred seventy seven and four-tenths (977.4) feet to an iron pin; thence North 71° 30' West on other lands of said Schink two hundred sixty-four and one-half (264 1/2) feet; thence South 58° West on other land of said Schink seven hundred fifty nine (759) feet to a point four (4) feet Northerly of another Maple tree; thence South 71° 30' West seventy four and one-half (74 1/2) feet on other lands of said Schink; thence South 18° 30' East two hundred seventy seven (277) feet to a point in line of land of said Kirchner and in the North side of a right-of-way thirty nine and one-half (39 1/2) feet wide; thence North 28 1/2° East partly on the end of said right-of-way and partly on said Kirchner one hundred one (101) feet to the place of beginning. Containing five acres, be the same more or less.

10. Article and Section to be amended:

Section 4.202 Table of Permitted Uses

That the Code of the City of Pittsfield Chapter 23, Zoning, Article 23-4, District Regulations, Section 4.202, Table of Principal Permitted Uses, shall be amended by adding “Large-Scale Ground Mounted” solar to the R-20 Zoning District on Parcels greater than 90 acres (subject to a Special Permit).

KOWALCZYK DEVELOPMENT CORPORATION - I 150001006 and I 150001005



Property Information

Property ID I150001006 and I 150001005
 Location CLARK RD
 Owner KOWALCZYK DEVELOPMENT CORP



**MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT**

City of Pittsfield, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 02/14/2024
 Data updated 03/07/2023

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

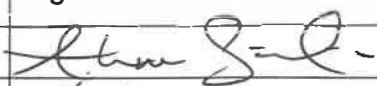



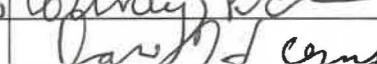
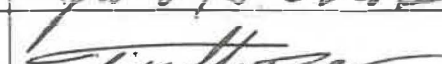
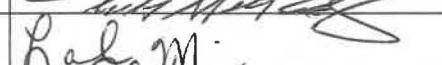



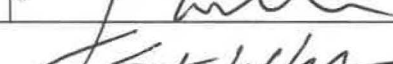

Sign In Sheet

Clark Road Rezoning Community Meeting

DATE: 11.20.2024

#	Print Name	Address	Phone #	E-Mail
1	GLENN J GRACHO	55 CLARK RD	413 442-7853	
2	Chris Adams	193 Clark Rd	413-442-8443	
3	Jeffrey Rabidoux	193 Clark Rd.	413-442-8443	adarab9@hotmail.com
4	JIM ARMSTRONG	29 CLARK RD.	413 443-0266	jarms424@gmail.com
5	Judy Nohli	67 CLARK RD	413 443-9036	
6	CHRIS MACCARINI	195 CLARK RD	617 816 6152	CHRISMACCARINI@yahoo.com
7	CHRIS JOHNSON	197 CLARK RD	413 822 2190	CHRIS@drivejohnson.com
8	Jonah Kelley	197 Clark RD	413-822-3659	jonah@kelleybrothers.org
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I support the "AMENDMENT TO THE ZONING ORDINANCE CITY OF PITTSFIELD to the Text of Chapter 23, Code of Laws Section 4.202 to allow Large Scale Ground Mounted Solar in the R-20 zone only on parcels greater than 90 acres, for Assessor's Map No.s I 150001006 and I 150001005", and subject to Special Permit. I certify that I am a resident of Pittsfield who is registered to vote in Pittsfield, MA.

Res	Voter	Printed Name	Signature	Address
	✓	Alex Sawicki		312 HIGHLAND AVE.
	✓	Kevin Murphy		134 Birch Grove Dr.
	✓	Matt Rodowicz		32 Birch Grove Dr
	✓	Lauren Rodowicz		32 Birch Grove Dr
	✓	Cortney Provenzano		36 Edgewood Rd.
X		James Connors III		36 Edgewood Rd.
	✓	Timothy Murphy		35 Roberta Rd.
X	X	Lauren Miller		35 Roberta Rd.
	✓	Michael Hayes		800 Barker Road
	✓	DAN SUORZOWICZ		43 Strong Ave
	✓	John Mullen		1832 East St.
	✓	STEPHEN MURPHY		117 LUCIA DRIVE



RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2024 DEC 20 AM 10: 21

CITY OF PITTSFIELD

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

December 20, 2024

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

Re: A petition from the Community Development Board to amend the City Code, Chapter 23, Sections 2.2, 9.101 & 4.324 that establishes an Ordinance to allow for the creation of Accessory Dwelling Units

Dear Councilors:

Please be advised that at the Community Development Board meeting of December 17, 2024, the Board unanimously approved (4-0 Vote) being the petitioner to amend the existing Accessory Uses Ordinance in Article 23-9 Section 9.101 on behalf of a request from the Community Development Board to create regulations pertaining to the creation of ADUs.

Attached you will find the amended ordinance, a red-lined version showing the proposed changes & comments, & the Community Development Board's original petition.

Sincerely,


Sheila Irvin
Chair

**AMENDING THE CODE OF THE CITY OF PITTSFIELD
CHAPTER 23, ZONING**

SECTION I

That the Code of the City of Pittsfield Chapter 23, Zoning, Article 23-2, Definitions, Section 2.2, Glossary, shall be amended by adding, in the appropriate alphabetical order, the following new definitions:

Accessory Dwelling Unit: An additional dwelling unit added on a lot that is accessory to a principal dwelling unit. The Accessory Dwelling Unit shall be no more than half of the total gross floor area of the principal structure or nine hundred (900) square feet, whichever is smaller. An ADU can be attached or detached from the principal structure.

SECTION II

That the Code of the City of Pittsfield Chapter 23, Zoning, Article 23-9, Accessory Uses, Section 9.101, Restrictions, Accessory Buildings or Uses, shall be amended by to the following with the creation a sub-category H for Accessory Dwelling Units:

9.101 Restrictions, Accessory Buildings or Uses

- A. No use shall be permitted in any district as an accessory use which increases the number of dwelling units or the number of buildings on any lot beyond that which is permitted in that district or which constitutes in effect a conversion of a permitted use to one not permitted in that district, except in the case of Accessory Dwelling Units (ADUs) whose requirements are outlined in Section 9.101H.
- B. In Residence Districts, no use shall be permitted as an accessory use to a dwelling which involves or requires any construction features or alterations not residential in character.
- C. An Accessory building may be used as a dwelling unit in an Industrial District for the accommodation of a night watchman or janitor. These dwelling units will be subject to dimensional requirements for ADUs as specified in Section 9.101 H.
- D. An accessory building, with the exception of Accessory Dwelling Units, may be located in any district within the required rear-yard or outside required side yard of the principal building, and it shall not be located nearer to any street line than the minimum setback in the zoning district in which it is located.
- E. Any accessory building in a Residence District shall not exceed fifteen (15) feet in height above the ground level, and it shall not be located nearer than ten (10) feet to the principal building or occupy more than ten (10) percent of the total lot area. ADUs are excepted from these requirements, the requirements for ADUs are included in Section 9.101 H.
- F. Swimming pools which require a Building Permit and which are less than four (4) feet in height above the ground shall have a fence of at least four (4) feet in height constructed so as

to deter children from climbing over, under or through it and shall be equipped with a self-latching gate which shall be kept closed when not in use. (ORD #424-1982)

- G. Shipping containers, semi-trailers and other similar equipment shall not be permitted as an accessory building in a Residence District. [Added 7-9-2002 by Ord. No. 897], with the exception of being used as an ADU when modified to appear residential in character.

H. Accessory Dwelling Units

1. One (1) ADU is permitted by-right subject to dimensional requirements of this Section, in any property containing a one or two family use. Each additional ADU will require a Special Permit under Section 9.101 H.
- ~~1.2. The dimensional requirements of the Accessory Dwelling Unit shall mirror the dimensional requirements of the principal structure on the lot.~~
- ~~2. Any structure that will be used as an ADU shall not exceed 15 feet in height or will require a Special Permit under Section 9.101 H of the Zoning Ordinance.~~
3. The size of an Accessory Dwelling Unit shall be no more than half of the gross floor area of the principal structure or 900 square feet, whichever is smaller.
- ~~4. No Accessory Dwelling Unit shall occupy more than twenty (20) percent of the total lot area.~~
- ~~5. Accessory Dwelling Units shall be placed no less than 20 feet from the rear property line.~~
- ~~6. Parking: For each unit on a property with an ADU, there shall be one (1) parking spot on-site per unit. Parking requirements can be waived with a Parking Waiver under Section 10.110 F.~~
- 7.4. Special Permit: The Special Permit granting authority under this section shall be the Zoning Board of Appeals except within the Downtown Creative District (DCD) where the Special Permit granting authority shall be the Community Development Board. The Special Permit shall be evaluated upon the following criteria:
 - a. The proposed ADU meets the setback requirements set forth in Section 9.101 H.
 - b. To receive a waiver from the height requirements in this Section, the applicant must show that the proposed structure is not substantially more detrimental to surrounding uses.

SECTION III

That the Code of the City of Pittsfield Chapter 23, Zoning, Article 23-4 Section 4.324(C), Downtown Creative District, Permitted Uses, Use Table shall be amended to allow for the creation of ADUs "By-Right" on all street types.

SECTION IVH

This Ordinance shall take effect upon its enactment.

Formatted: Font: Bold

RECEIVED CITY CLERK
CITY OF PITTSFIELD, MA

2024 NOV 20 PM 12:47

Date Received _____

By _____

(fee paid)

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

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

2. Present Zoning District n/a

Zoning Requested n/a

3. Name of Petitioner City of Pittsfield Community Development Board

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

Signature *Stuart B. Smith*

4. Name of Agent Kevin Rayner – City Planner

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

Signature *Kevin Rayner*

5. Name of Property Owners n/a

Address _____ Telephone # _____

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

7. Legal Description: n/a

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

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

9. If an amendment to the Text of Chapter 23, Code of Laws, state the nature of the amendment: The Proposed amendment will amend Article 23-2 Section 2.2 and Article 23-9 Section 9.101 to define and create requirements for the construction of Accessory Dwelling Units (ADUs).

10. Article and Section proposed to be amended: Article 23-2 Section 2.2, Article 23-9 Section 9.101

Community Development Board: Hearing Date _____ Recommendation _____

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



CITY OF PITTSFIELD

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

November 20, 2024

To the Honorable Members
Of the Pittsfield City Council

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

Dear Councilors:

Please be advised that on November 19, 2024, the Community Development Board voted unanimously to act as the petitioner to amend the zoning ordinance to amend Section 9.101 – Accessory Uses to accommodate Accessory Dwelling Units within the existing requirements for Accessory Structures. This amendment of the section will allow the City to regulate ADUs similar to accessory structures, while creating a separate subsection to detail dimensional requirements particular to the construction of ADUs. The Zoning Amendment will also define Accessory Dwelling Units in Article 23-2 Section 2.2 Definitions of the Zoning Ordinance. This Zoning Amendment seeks to ensure compliance of the Pittsfield Zoning Ordinance with new legislation passed by the Commonwealth that permits one ADU by-right in single family zoning districts. The new state legislation will take effect on February 2nd, 2025.

Enclosed please find a memorandum from staff that summarizes the amendment process, as well as the zoning amendment application and proposed zoning text.

Sincerely,

Sheila Irvin
Chair



City of Pittsfield

November 20th 20 24

To the City Council of the City of Pittsfield:-

The undersigned respectfully

petitions the City Council of the City of Pittsfield to amend City Code Chapter 23, Article 23-2 Section 2.2 "Glossary" and Article 23-9 Section 9.101, "Restrictions, Accessory Buildings or Uses", to amend the Zoning Ordinance to allow for Accessory Dwelling Units (ADUs).

Respectfully submitted,

PITTSFIELD COMMUNITY DEVELOPMENT BOARD

Sheila B. Irvin
Chair



CITY OF PITTSFIELD

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

TO: Community Development Board
FROM: Department of Community Development Staff
DATE: November 18, 2024
SUBJECT: Proposed Accessory Dwelling Unit Zoning Text Amendment

The proposed zoning text amendment seeks to establish standards and reasonable regulations for the allowance of Accessory Dwelling Units (ADUs) in Pittsfield. In 2024, the Commonwealth of Massachusetts has passed legislation allowing one ADU by-right in residential zoning districts across the state. The new legislation is set to take effect on February 2nd, 2025. In response to this, the Department of Community Development staff has created amendments to the current Zoning Ordinance to accommodate for and allow ADUs in areas where there is an existing residential use, subject to dimensional requirements. The Department of Community Development staff asks the Pittsfield Community Development Board to become the petitioner on behalf of the proposed Zoning Amendment.

This proposed amendment was adapted for local consideration by utilizing requirements included in the new state legislation as well as existing standards found in Section 9.101 Accessory uses of the Pittsfield Zoning Ordinance. The proposal adopts new definitions for Accessory Dwelling Units and expands upon existing dimensional requirements for accessory structures to accommodate for ADUs. ADUs will largely be classified under the Accessory Use standards of Section 9.101 with the exception of several areas. Some dimensional requirements such as setbacks will be increased to twenty (20) feet from the rear as accessory units can in some cases go from ten (10) feet from the rear property line, to directly on the rear property line. The height of accessory structures will remain fifteen (15) feet except in the case of ADUs where the limit can be raised with the receipt of a Special Permit. Due to the nature of adding a new dwelling unit, the nature of the structure is fundamentally different from standard accessory uses and therefore necessitates increased setbacks and different standards concerning height.

Additionally, the proposed amendment provides dimensional requirements specifically for Accessory Dwelling Units. Included in these requirements are the height requirements listed above as well as the size requirement for each ADU. The state has required that ADUs be half the gross floor area of the principal structure or 900 square feet, whichever is smaller. The proposed amendment adopts this language. Other requirements proposed restrict ADUs to cover no more than twenty (20) percent of the total lot area and that each ADU shall require 1 additional parking spot per unit. It is the intention of the ordinance that the first ADU on a lot will be by-right so long as it conforms to the dimensional requirements listed in the Zoning Ordinance. Each additional ADU will require a Special

Permit from the Zoning Board of Appeals, unless the property is located in the Downtown Creative District (DCD). In these cases, the Special Permit granting authority shall be the Community Development Board.

The intent of the proposed amendment is to protect the character and inherent value of residentially zoned districts while accommodating the new state legislation that provides for an ADU by-right in any single-family zoning district.

**AMENDING THE CODE OF THE CITY OF PITTSFIELD
CHAPTER 23, ZONING**

SECTION I

That the Code of the City of Pittsfield Chapter 23, Zoning, Article 23-2, Definitions, Section 2.2, Glossary, shall be amended by adding, in the appropriate alphabetical order, the following new definitions:

Accessory Dwelling Unit: An additional dwelling unit added on a lot that is accessory to a principal dwelling unit. The Accessory Dwelling Unit shall be no more than half of the total gross floor area of the principal structure or nine hundred (900) square feet, whichever is smaller. An ADU can be attached or detached from the principal structure.

SECTION II

That the Code of the City of Pittsfield Chapter 23, Zoning, Article 23-9, Accessory Uses, Section 9.101, Restrictions, Accessory Buildings or Uses, shall be amended by to the following with the creation a sub-category H for Accessory Dwelling Units:

9.101 Restrictions, Accessory Buildings or Uses

- A. No use shall be permitted in any district as an accessory use which increases the number of dwelling units or the number of buildings on any lot beyond that which is permitted in that district or which constitutes in effect a conversion of a permitted use to one not permitted in that district, except in the case of Accessory Dwelling Units (ADUs) whose requirements are outlined in Section 9.101H.
- B. In Residence Districts, no use shall be permitted as an accessory use to a dwelling which involves or requires any construction features or alterations not residential in character.
- C. An Accessory building may be used as a dwelling unit in an Industrial District for the accommodation of a night watchman or janitor. These dwelling units will be subject to dimensional requirements for ADUs as specified in Section 9.101 H.
- D. An accessory building, with the exception of Accessory Dwelling Units, may be located in any district within the required rear-yard or outside required side yard of the principal building, and it shall not be located nearer to any street line that the minimum setback in the zoning district in which it is located.

- E. Any accessory building in a Residence District shall not exceed fifteen (15) feet in height above the ground level, and it shall not be located nearer than ten (10) feet to the principal building or occupy more than ten (10) percent of the total lot area. ADUs are excepted from these requirements, the requirements for ADUs are included in Section 9.101 H.
- F. Swimming pools which require a Building Permit and which are less than four (4) feet in height above the ground shall have a fence of at least four (4) feet in height constructed so as to deter children from climbing over, under or through it and shall be equipped with a self-latching gate which shall be kept closed when not in use. (ORD #424-1982)
- G. Shipping containers, semi-trailers and other similar equipment shall not be permitted as an accessory building in a Residence District. [Added 7-9-2002 by Ord. No. 897], with the exception of being used as an ADU when modified to appear residential in character.
- H. Accessory Dwelling Units
 - 1. One (1) ADU is permitted by-right subject to dimensional requirements of this Section, in any property containing a one or two family use. Each additional ADU will require a Special Permit under Section 9.101 H.
 - 2. Any structure that will be used as an ADU shall not exceed 15 feet in height or will require a Special Permit under Section 9.101 H of the Zoning Ordinance.
 - 3. The size of an Accessory Dwelling Unit shall be half of the gross floor area of the principal structure or 900 square feet, whichever is smaller.
 - 4. No Accessory Dwelling Unit shall occupy more than twenty (20) percent of the total lot area.
 - 5. Accessory Dwelling Units shall be placed no less than 20 feet from the rear property line.
 - 6. Parking: For each unit on a property with an ADU, there shall be one (1) parking spot on-site per unit. Parking requirements can be waived with a Parking Waiver under Section 10.110 F.
 - 7. Special Permit: The Special Permit granting authority under this section shall be the Zoning Board of Appeals except within the Downtown Creative District (DCD) where the Special Permit granting authority shall be the Community Development Board. The Special Permit shall be evaluated upon the following criteria:
 - a. The proposed ADU meets the setback requirements set forth in Section 9.101 H.
 - b. To receive a waiver from the height requirements in this Section, the applicant must show that the proposed structure is not substantially more detrimental to surrounding uses.

**AMENDING THE CODE OF THE CITY OF PITTSFIELD
CHAPTER 23, ZONING**

**AMENDING THE CODE OF THE CITY OF PITTSFIELD
CHAPTER 23, ZONING**

SECTION I

That the Code of the City of Pittsfield Chapter 23, Zoning, Article 23-2, Definitions, Section 2.2, Glossary, shall be amended by adding, in the appropriate alphabetical order, the following new definitions:

Accessory Dwelling Unit: An additional dwelling unit added on a lot that is accessory to a principal dwelling unit. The Accessory Dwelling Unit shall be no more than half of the total gross floor area of the principal structure or nine hundred (900) square feet, whichever is smaller. An ADU can be attached or detached from the principal structure.

SECTION II

That the Code of the City of Pittsfield Chapter 23, Zoning, Article 23-9, Accessory Uses, Section 9.101, Restrictions, Accessory Buildings or Uses, shall be amended by to the following with the creation a sub-category H for Accessory Dwelling Units:

9.101 Restrictions, Accessory Buildings or Uses

- A. No use shall be permitted in any district as an accessory use which increases the number of dwelling units or the number of buildings on any lot beyond that which is permitted in that district or which constitutes in effect a conversion of a permitted use to one not permitted in that district, except in the case of Accessory Dwelling Units (ADUs) whose requirements are outlined in Section 9.101H.
- B. In Residence Districts, no use shall be permitted as an accessory use to a dwelling which involves or requires any construction features or alterations not residential in character.
- C. An Accessory building may be used as a dwelling unit in an Industrial District for the accommodation of a night watchman or janitor. These dwelling units will be subject to dimensional requirements for ADUs as specified in Section 9.101 H.
- D. An accessory building, with the exception of Accessory Dwelling Units, may be located in any district within the required rear-yard or outside required side yard of the principal building, and it shall not be located nearer to any street line than the minimum setback in the zoning district in which it is located.
- E. Any accessory building in a Residence District shall not exceed fifteen (15) feet in height above the ground level, and it shall not be located nearer than ten (10) feet to

**AMENDING THE CODE OF THE CITY OF PITTSFIELD
CHAPTER 23, ZONING**

the principal building or occupy more than ten (10) percent of the total lot area. ADUs are excepted from these requirements, the requirements for ADUs are included in Section 9.101 H.

- F. Swimming pools which require a Building Permit and which are less than four (4) feet in height above the ground shall have a fence of at least four (4) feet in height constructed so as to deter children from climbing over, under or through it and shall be equipped with a self-latching gate which shall be kept closed when not in use. (ORD #424-1982)
- G. Shipping containers, semi-trailers and other similar equipment shall not be permitted as an accessory building in a Residence District.[Added 7-9-2002 by Ord. No. 897], with the exception of being used as an ADU when modified to appear residential in character.
- H. Accessory Dwelling Units
 - 1. One (1) ADU is permitted by-right subject to dimensional requirements of this Section, in any property containing a one or two family use. Each additional ADU will require a Special Permit under Section 9.101 H.
 - 2. The dimensional requirements of the Accessory Dwelling Unit shall mirror the dimensional requirements of the principal structure on the lot.
 - 3. The size of an Accessory Dwelling Unit shall be no more than half of the gross floor area of the principal structure or 900 square feet, whichever is smaller.
 - 4. Special Permit: The Special Permit granting authority under this section shall be the Zoning Board of Appeals except within the Downtown Creative District (DCD) where the Special Permit granting authority shall be the Community Development Board. The Special Permit shall be evaluated upon the following criteria:
 - a. The proposed ADU meets the setback requirements set forth in Section 9.101 H.
 - b. To receive a waiver from the height requirements in this Section, the applicant must show that the proposed structure is not substantially more detrimental to surrounding uses.

SECTION III

That the Code of the City of Pittsfield Chapter 23, Zoning, Article 23-4 Section 4.324(C), Downtown Creative District, Permitted Uses, Use Table shall be amended to allow for the creation of ADUs “By-Right” on all street types.

SECTION IV

This Ordinance shall take effect upon its enactment.

**AMENDING THE CODE OF THE CITY OF PITTSFIELD
CHAPTER 23, ZONING**

SECTION I

That the Code of the City of Pittsfield Chapter 23, Zoning, Article 23-2, Definitions, Section 2.2, Glossary, shall be amended by adding, in the appropriate alphabetical order, the following new definitions:

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SECTION II

That the Code of the City of Pittsfield Chapter 23, Zoning, Article 23-9, Accessory Uses, Section 9.101, Restrictions, Accessory Buildings or Uses, shall be amended by to the following with the creation a sub-category H for Accessory Dwelling Units:

9.101 Restrictions, Accessory Buildings or Uses

- A. No use shall be permitted in any district as an accessory use which increases the number of dwelling units or the number of buildings on any lot beyond that which is permitted in that district or which constitutes in effect a conversion of a permitted use to one not permitted in that district, except in the case of Accessory Dwelling Units (ADUs) whose requirements are outlined in Section 9.101H.
- B. In Residence Districts, no use shall be permitted as an accessory use to a dwelling which involves or requires any construction features or alterations not residential in character.
- C. An Accessory building may be used as a dwelling unit in an Industrial District for the accommodation of a night watchman or janitor. These dwelling units will be subject to dimensional requirements for ADUs as specified in Section 9.101 H.
- D. An accessory building, with the exception of Accessory Dwelling Units, may be located in any district within the required rear-yard or outside required side yard of the principal building, and it shall not be located nearer to any street line than the minimum setback in the zoning district in which it is located.
- E. Any accessory building in a Residence District shall not exceed fifteen (15) feet in height above the ground level, and it shall not be located nearer than ten (10) feet to the principal building or occupy more than ten (10) percent of the total lot area. ADUs are excepted from these requirements, the requirements for ADUs are included in Section 9.101 H.
- F. Swimming pools which require a Building Permit and which are less than four (4) feet in height above the ground shall have a fence of at least four (4) feet in height constructed so as

to deter children from climbing over, under or through it and shall be equipped with a self-latching gate which shall be kept closed when not in use. (ORD #424-1982)

- G. Shipping containers, semi-trailers and other similar equipment shall not be permitted as an accessory building in a Residence District.[Added 7-9-2002 by Ord. No. 897], with the exception of being used as an ADU when modified to appear residential in character.

H. Accessory Dwelling Units

1. One (1) ADU is permitted by-right subject to dimensional requirements of this Section, in any property containing a one or two family use. Each additional ADU will require a Special Permit under Section 9.101 H.
- ~~1-2. The dimensional requirements of the Accessory Dwelling Unit shall mirror the dimensional requirements of the principal structure on the lot.~~
- ~~2. Any structure that will be used as an ADU shall not exceed 15 feet in height or will require a Special Permit under Section 9.101 H of the Zoning Ordinance.~~
3. The size of an Accessory Dwelling Unit shall be no more than half of the gross floor area of the principal structure or 900 square feet, whichever is smaller.
- ~~4. No Accessory Dwelling Unit shall occupy more than twenty (20) percent of the total lot area.~~
- ~~5. Accessory Dwelling Units shall be placed no less than 20 feet from the rear property line.~~
- ~~6. Parking: For each unit on a property with an ADU, there shall be one (1) parking spot on-site per unit. Parking requirements can be waived with a Parking Waiver under Section 10.110 F.~~
- 7-4. Special Permit: The Special Permit granting authority under this section shall be the Zoning Board of Appeals except within the Downtown Creative District (DCD) where the Special Permit granting authority shall be the Community Development Board. The Special Permit shall be evaluated upon the following criteria:
 - a. The proposed ADU meets the setback requirements set forth in Section 9.101 H.
 - b. To receive a waiver from the height requirements in this Section, the applicant must show that the proposed structure is not substantially more detrimental to surrounding uses.

SECTION III

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SECTION IVH

This Ordinance shall take effect upon its enactment.

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RECEIVED CITY CLERK
CITY OF PITTSFIELD, MA

City of Pittsfield 2025 JAN -7 PM 2: 59

January 06 20 25

To the City Council of the City of Pittsfield:-

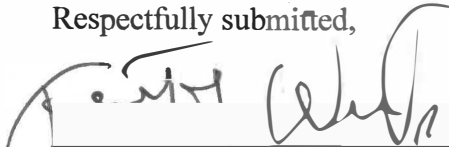
The undersigned respectfully

Request that the City Council refer this petition to the Ordinance & Rules Committee to review and if it deems advisable provide for an increase in the compensation of the elected members of the Pittsfield School Committee which have not been reviewed in essentially 10 years since the last adoption of the city's Charter.

In addition, this should be concurrently referred to the Personnel Review Board to provide information and input.

The Pittsfield School Committee is an important elected body that oversees the education and well-being of our city's children. Ordinarily this is a difficult and time-consuming job and recent events underscore that even more. As two former members of the School Committee we realize the commitment necessary to fulfill this obligation and feels this will ensure that there will be a competitive field of qualified candidates who would be interested in serving.

Respectfully submitted,


Kenneth G. Warren Jr.
Ward 1 City Councilor

James Conant
Ward 4 City Councilor



RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

City of Pittsfield 025 JAN -7 PM 2:59

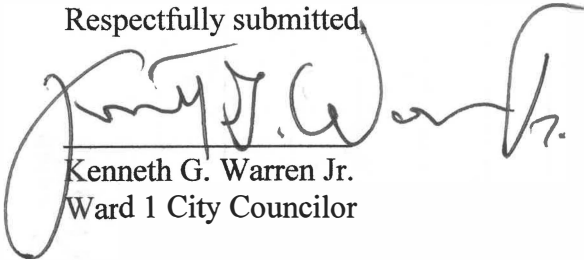
January 06 20 25

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that the City Council refer this petition to the Ordinance & Rules Committee to review and draft an ordinance that requires city elected officials to be informed of any presentment notices tendered pursuant to state law and/or lawsuits filed and/or served on the city or any one of its departments within 10 days of such receipt or knowledge.

Respectfully submitted,



Kenneth G. Warren Jr.
Ward 1 City Councilor



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2025 JAN -7 PM 1:41

January 06 20 25

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that the City Council act as follows:

1. Refer this petition to the Ordinance & Rules Committee to draft an ordinance that would require a "background" check with the Department of Children of every new hire for an employee position that has substantial contact with minors and children. In addition this would be followed up every three years.

Child advocates have been requesting this be required for several years on a statewide basis. Ashburnham-Westminster Regional School District (AWRSD) became the first school system and possibly municipal entity to implement this requirement. Director of Human Resources Stacey Cristiano indicated that the policy was just amended to include the attached on November 14, 2024.

Also attached is an article dated TODAY regarding the new requirement,

Respectfully submitted,

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

Kenneth G. Warren Jr.
Ward 1 City Councilor

ATTACHMENT

Department of Children and Families (DCF)

All current and prospective employees of the Ashburnham Westminster Regional School District will be required to consent through an additional check of the current MA Department of Children and Families database of supported findings of abuse or neglect. To facilitate this process, all employees, current and prospective, must consent to this check through completion of the Department Central Registry Record Request for Child Placement, Employment or Licensure form. The DCF background checks are a critical part of maintaining a safe educational environment by ensuring that everyone who works with children has been thoroughly vetted. The district will re-run the Department Central Registry Record Request every three years.

Addressing sexual abuse of minors is a critical issue that requires clear policies to protect children. The district will review all allegations. The district considers an upheld, finding of sexual abuse to be conduct unbecoming and just cause for termination. The district may choose to delay employment action due to the appeals process.

Per this policy, AWRSD reserves the exclusive right to make adverse employment decisions as a result of a Supported Finding from DCF regarding abuse of a minor (physical or sexual). Unsupported findings or findings that have been overturned through standard DCF appeal processes included but not limited to Fair Hearings and/or subsequent appeals through the Court system will not result in adverse employment decisions. Supported findings of neglect will not be used to make adverse employment decisions. This does not limit the District's ability to make adverse employment decisions in cases where this fact pattern exists but where other evidence is sufficient to make an adverse employment decision.

Factors influencing whether an adverse employment decision may be made may include, but are not limited to:

- the type of finding;
- the nature of the finding;
- whether the finding was accompanied by criminal charges;
- the date of the offense;
- whether the individual has had subsequent other supported findings

The District will consider unique factors such as the school environment, the student population, health and safety needs, and other relevant district policies and procedures when making decisions based on the Department Central Registry Record Request.

If the district is inclined to make an adverse decision based on the results of the Central Registry Record Request, the applicant will be notified. The applicant shall be provided with a copy of the Supported Report(s), a copy of this policy, advised of the part(s) of the report(s) that make the individual unsuitable for the position or license, and given an opportunity to dispute the accuracy and relevance of the report(s) with appropriate union representation.

EDUCATION

Ash West School District tightens employee background checks: Here's what else is required

Officials say additional step closes loophole in background check system



Stephen Landry

The Gardner News

Published 11:00 a.m. ET Jan. 6, 2025 | Updated 11:00 a.m. ET Jan. 6, 2025

A local school district is leading a statewide effort to tighten criminal background checks on prospective employees.

Officials at the Ashburnham Westminster Regional School District have announced an addition to their current policy, which includes a check of the Massachusetts Criminal Offender Record Information (CORI) and the Statewide Applicant Fingerprint Identification Services (SAFIS), which is a check of the federal database.

CORI checks, which are repeated every three years, let school officials know if a prospective or current employee has a criminal record in the court system, while the SAFIS check shows potential crimes outside of the state.

In November, the AWRSD School Committee amended their policy to include check of the Department Central Registry Record Request for Child Placement, Employment or Licensure database as a required component of the district's staff background check policy. This measure will return supported findings or child abuse or neglect by the state's Department of Children and Families (DCF), according to Superintendent Dr. Todd Stewart.

Additional check closes loophole in background check system

Stewart said the additional check of the DCF records would close a loophole in the background check system by letting the district know about possible abuse or neglect cases that didn't make it to criminal court.

More: Winchendon School Committee chooses its next superintendent: Why the search was cut short

"The data is pretty compelling that a disproportionate number of crimes of abuse involving children - particularly crimes of sexual abuse - never end up going to trial," he said. "And the reason for that is not for lack of evidence, but because parents - for varied and understandable reasons - make the decision that going through the criminal process would revictimize their child."

Stewart added that supported DCF cases of child abuse or neglect would be far more disqualifying for prospective employees than some of the crimes that might turn up in a routine CORI background check.

"If someone is 50 years old and they had a speeding ticket or some sort of issue in college when they were 19, that may or may not be disqualifying for the job here," he said. "But the idea that the abuse of children, once we learn that a disproportionate number of times there is no criminal charge, that's the loophole because it wouldn't show up in a CORI or fingerprint check."

A check of the DCF's registry for supported records of abuse or neglect was already a requirement for prospective employees looking to work in early education centers in the state, according to Stewart.

"So, for us, sitting here with a K through 12 system, it seemed like an obvious solution," he said.

Other school districts considering following Ash-West's lead

Stewart said he had heard that other districts in the state were considering following Ash-West's lead by adding the check of DCF's records, which is offered free of charge, to their required background checks. He added that he believed the additional check should become a state requirement.

More: Former struggling Gardner High School students share keys to academic success: What they said

"We believe that a condition of licensure through DESE (the Massachusetts Department of Elementary and Secondary Education) should be at this level," he said, adding that the district had been receiving a lot of positive feedback from school officials across the state

after word got out that Ash-West was tightening their background checks. "They all without question backed this effort."

The additional background check would not include other reasons why an individual may have had interactions with DCF officials personally or professionally, according to Stewart, nor would it return any unsupported findings, including situations where the agency may have investigated a situation but did not determine that abuse or neglect occurred.

"When you look at what folks are already agreeing to through the CORI process and the fingerprint process, we believe (the DCF check) is actually far less intrusive in terms of their personal information," he said, adding that CORI checks provide information about any charges associated with a prospective employee, even those in which the individual was eventually found not guilty or a case was continued without a finding.

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

City of Pittsfield 2025 JAN -7 PM 1:41

January 06 20 25

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Also attached is an article dated TODAY regarding the new requirement,

This is a policy that can be implemented immediately. It is not complicated and does not have to be vetted by paid legal consultants.

Respectfully submitted,

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

Kenneth G. Warren Jr.
Ward 1 City Councilor

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THE GARDNER NEWS

EDUCATION

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More: Winchendon School Committee chooses its next superintendent: Why the search was cut short

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More: Former struggling Gardner High School students share keys to academic success: What they said

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City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2025 JAN -6 AM 9:29

January 6 20 25

To the City Council of the City of Pittsfield:-

Joseph A. Cimini, Jr.

The undersigned respectfully

This is a request for (1) the installation of a reflective stop sign at the corner of Vin Hebert Blvd. where it intersects at Onota St. and (2) a reflective double arrow sign \longleftrightarrow to be mounted on the existing guard rail on Onota St. at the Pittsfield Cemetery fence.

Joseph A. Cimini



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2025 JAN -6 AM 9:29

January 6 20 25

To the City Council of the City of Pittsfield:-

Joseph A. Cimini, Jr.

The undersigned respectfully

This is a request to redesign the intersection at the location of Linden St. at Onota St. so that this intersection is not so tight for making the corner turn.

Specifically to cut back the curb that has been installed on the eastern side of Onota St. at Linden St. adjacent to the old laundromat building.

Also, to black out the temporary stop line at the top of the hill on Linden St. that was not removed when the temporary stop sign was removed once the intersection reconstruction was completed.

Joseph A. Cimini, Jr.



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2025 JAN -8 AM 11:31.

January 8, 2025

To the City Council of the City of Pittsfield:-

The undersigned respectfully

requests that Casella and the Commissioner of Public Services submit a report to the Council outlining the recent issues with trash collection, explaining the reasons for the frequent missed routes. Please include a plan to prevent such occurrences in the future.

Respectfully submitted,

James Conant
Ward 4 City Councilor

Patrick Kavey
Ward 5 City Councilor

Dina Lampiasi
Ward 6 City Councilor