



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

RECEIVED-CITY CLERK  
CITY OF PITTSFIELD, MA  
2024 JAN 17 PM 2:24

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

**AGENDA**

1. Roll Call
2. Open microphone
3. Approval of the January 2, 2024 minutes
4. Approval of the January 9, 2024 minutes

**APPOINTMENTS**

5. A communication from Mayor Marchetti appointing Patrick Kavey to the Homeless Advisory Committee
6. A communication from Mayor Marchetti appointing Frank LaRagione to the School Building Needs Commission
7. A communication from Mayor Marchetti reappointing Newell Young, Chris Haley, Erin Forbush, Kim Borden, Justine Dodds, and Karen Ryan to the Homeless Advisory Committee
8. A communication from Mayor Marchetti appointing Nathaniel Joyner and Jay Ogle to the Mobile Home Park Rent Control Board
9. A communication from Mayor Marchetti appointing Karen Kalinowsky to the Council on Aging

**COMMUNICATIONS FROM HIS HONOR THE MAYOR**

10. A communication from Mayor Marchetti submitting an Order to accept a grant of funds in the amount of \$409,382.80 for the FY24 Senator Charles E. Shannon Jr. Community Safety Initiative Grant
11. A communication from Mayor Marchetti submitting an Order to accept a grant of funds in the amount of \$64,942.47 for the FY24 Violence Against Women's Act STOP Grant
12. A communication from Mayor Marchetti submitting an Order to accept a grant of funds in the amount of \$637,500.00 from the National Fish and Wildlife Foundation for the Long Island Sound Futures Fund
13. A communication from Mayor Marchetti submitting an Order to accept a donation of materials to construct picnic tables and patio space at the Pittsfield Municipal Airport

**COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND BOARDS**

14. A communication from Commissioner Morales on a petition from Councilor Amuso requesting an update on street and sidewalk work

## **REPORTS OF COMMITTEES**

### **A Report from the Committee on Community and Economic Development**

15. A report from the Committee on Community and Economic Development on a communication submitting an Order amending the Housing Development Zone and an Order for a ten-year Tax Increment Exemption for 100 Wendell Avenue recommending to approve 5/0

## **MATTERS TENTATIVELY REFERRED BY THE PRESIDENT UNDER RULE 27**

### **Referred to the Traffic Commission**

16. A petition from Councilor Serre and Councilor Amuso requesting the installation of solar powered flashing stop signs at the intersection of Highland Ave and Hancock Road and the crossing of Lakeway at Valentine Road

### **Referred to the Mayor**

17. A petition from Alex Blumin requesting to establish a supplemental mattress recycling program
18. A petition from Councilor Persip requesting the mayor to use 1,000,000.00 of free cash for stormwater infrastructure work
19. A petition from Councilor Warren requesting to reinstitute the ARPA quarterly status reports

### **Referred to Ordinances and Rules Committee**

20. A petition from Councilor Warren requesting to accept MGL Chapter 59, Section 5N, a tax exemption for veterans

### **Referred to the Finance Committee**

21. A petition from Councilor Warren requesting to address concerns of the use of local cannabis fee revenue

### **Referred to the Public Works Committee**

22. A petition from Councilor Warren requesting to approve a resolution in support of a paint stewardship program

**CITY COUNCIL  
INAUGURAL CEREMONY and ORGANIZATIONAL MEETING  
January 2, 2024 at 10:14 a.m.  
City Council Chambers**

City Clerk Michele Benjamin called the meeting to Order at 10:14 a.m. in City Hall, City Council Chambers and stated that she would conduct the meeting until the City Council elected its President. A moment of silence was taken to remember Air Force Staff Sargent Jacob Galliher and for all veterans we have lost. Clerk Benjamin welcomed special guests Massachusetts Governor Marua Healey and Father John Salatino of St. Mary's Parish.

The Girl Scouts of Central and Western Massachusetts Troop 64912 with Troop leader Cindy Rodgers led the Pledge of Allegiance. Father John Salatino gave the invocation. 413 Cheer of the Berkshires performed a special cheer for the City of Pittsfield.

Assistant Clerk, Heather Brazeau, administered the Oath of Office to the City Clerk-elect, Michele M. Benjamin.

City Clerk Michele M. Benjamin administered the Oath of Office to the members-elect of the School Committee: Diana Belair, William Cameron, Daniel Elias, William Garrity, Sara Hathaway, and Dominic Sacco.

City Clerk, Michele M. Benjamin, administered the Oath of Office to the members-elect of the City Council: Kathleen Amuso, Brittany Bandani, James Conant, Alisa Costa, Dina Lampiasi, Earl G. Persip III, Rhonda Serre, Kenneth Warren, Peter White, and Matthew Wrinn.

The Council proceeded to elect a City Council President. Councilor Lampiasi nominated Councilor White. The nomination was seconded by Councilor Serre. There were no other nominations. Councilor White accepted the nomination. Councilor White was elected President of the City Council by a 9/1 roll call vote with Councilor Amuso in opposition and Councilor Kavey absent. City Clerk Michel M. Benjamin administered the Oath of Office to President-elect White.

The next order of business was the election of a City Council Vice President. Councilor Conant nominated Councilor Persip. The nomination was seconded by Councilor Amuso. There were no other nominations. Councilor Persip accepted the nomination. Councilor Persip was elected Vice President of the City Council by a unanimous roll call vote of the ten members present. City Clerk Michele M. Benjamin administered the Oath of Office to Vice President-elect Persip.

In accordance with Rule 22 of Council Rules and Orders President White asked Councilors Wrinn and Bandani to draw seat numbers and names for the 2024-2025 terms. The names and seat numbers as drawn were:

Seat No. 1 Councilor Amuso  
Seat No. 2 Councilor Persip  
Seat No. 3 Councilor Serre  
Seat No. 4 Councilor Bandani  
Seat No. 5 Councilor Wrinn  
Seat No. 6 Councilor Costa  
Seat No. 7 Councilor Lampiasi  
Seat No. 8 Councilor Warren  
Seat No. 9 Councilor Kavey

Seat No. 10 Councilor Conant

President White asked Councilors Persip and Costa to switch seats. Councilor Persip moved to seat no. 7 and Councilor Costa moved to seat no. 2.

Establishing Rules for City Council Proceedings: President White stated as is customary at the organizational meeting of the City Council, the Council will adopt the former Council's rules as a formality and that the City Council has the authority to amend them at any time. Councilor Persip made a motion to accept the City Council Rules as currently written. It was seconded by Councilor Warren and it was unanimously approved.

President White asked Councilors Warren and Serre to notify Mayor-elect Peter Michael Marchetti that the City Council had been organized. He also asked Councilor Costa to bring outgoing Mayor Linda M. Tyer up to the Chambers.

President White introduced the distinguished guest who were in attendance. Councilors, School Committee members and the City Clerk recognized their guests that were in attendance.

City Clerk, Michele M. Benjamin administered the Oath of Office to Mayor-Elect Peter Michael Marchetti. Mayor Marchetti delivered an inaugural address to the Pittsfield City Council.

Mayor Marchetti welcomed Governor Healey to the podium who welcomed the new Mayor and spoke to the community.

President White asked Rabbi David Weiner from Knesset Israel to give the Benediction and Fr. John Salatino for a final blessing.

At 11:25 a.m., Councilor Persip 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**

**January 9, 2024, at 6:00 p.m.**

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

Present: Councilors Amuso, Bandani, Conant, Costa, Kavey, Lampiasi, 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.

**AGENDA**

The microphone was opened to the public:

Paul Gregory, 25 Roseland Drive, here to follow up on the residential and commercial tax. He stated that this is abatement month and suggests that residents stop in to the assessor's office to fill out an abatement form if needed.

Garth Coco, 988 Lenox and Alma Street, here to discuss the relocation of the cell tower on South Street. His family would like to return to their Alma Street home.

Amelia Gilardi, 17 Alma Street, hopes that 2024 is the year that they will return to their home. She is hopeful that the council can get them home.

Ann Kerry, 17 Oliver Ave, congratulated the councilors and the mayor and is here to advocate in moving the cell tower. She is concerned about the increasing tax rate and the road conditions.

Thomas Irwin, 54 Central Ave, Dalton, is here to discuss Paint Stewardship Bill H.823, S.542 and S.551 he is an advocate of this legislation who is requesting a resolution endorsed by the city councilors.

Julie Copoulos, TDI Fellow, is here to discuss the Transformative Development Initiative for North Street and the City of Pittsfield.

Swearing in Ward 5 City Councilor, Patrick Kavey. Clerk Benjamin swore Councilor Kavey in for the 2024-2025 term.

Approval of the December 12, 2023, minutes. *Councilor Amuso made a motion to approve the minutes carried by a 10/0 vote with Councilor Amuso abstaining.*

## **APPOINTMENTS**

A communication from Mayor Marchetti reappointing Esther R. Anderson to the Zoning Board of Appeals. *Councilor Amuso made a motion to approve the appointment carried by a unanimous vote of the eleven members present.*

A communication from Mayor Marchetti reappointing Rosa Tobango, Rosalind Kopfstein, Dina Lampiasi, and Lindsay Codwise to the Human Services Advisory Council. *Councilor Amuso made a motion to approve the appointment carried by a unanimous vote of the eleven members present.*

A communication from Mayor Marchetti appointing Elaine Padilla to the Human Services Advisory Council. *Councilor Amuso made a motion to approve the appointment carried by a unanimous vote of the eleven members present.*

## **COMMUNICATIONS FROM HIS HONOR THE MAYOR**

A communication from Mayor Marchetti submitting an Order to accept a gift of funds in the amount of \$10,000.00 from Christopher Gould. *Councilor Amuso made a motion to approve the Order carried by a unanimous vote of the eleven members present.*

A communication from Mayor Marchetti submitting an Order to accept a grant of funds in the amount of \$10,000.00 from the Commonwealth of Massachusetts Executive Office of Public Safety and Security. *Councilor Amuso made a motion to approve the Order carried by a unanimous vote of the eleven members present.*

A communication from Mayor Marchetti submitting an Order transferring and appropriating \$510,711.79 from Certified Free Cash to the newly established special review account entitled Opioid Settlement. *Councilor Amuso made a motion to approve the Order carried by a unanimous vote of the eleven members present.*

A communication from Mayor Marchetti submitting an Ordinance amending City Code, Chapter 6, Finance and Administration, Article XIV Senior Work Off Program, Section 6-64. *Councilor Amuso made a motion to approve the Order carried by a unanimous vote of the eleven members present.*

A communication from Mayor Marchetti submitting an Order to accept a gift of funds in the amount of \$8,000,000.00 from General Electric Corporation in accordance with the "Rest of River" settlement agreement. *Councilor Amuso made a motion to approve.* Councilor Persip asked the Mayor for a brief overview. Mayor Marchetti stated for years now the Rest of River clean up has been making its way south. When all of the communities agreed the Pittsfield payment was 8M. These funds will go into the GE Economic Development Fund subject to the same rules. *The motion to approve the Order carried by a unanimous vote of the eleven members present.*

A communication from Mayor Marchetti submitting three Orders regarding the reacceptance of grant funds from the Executive Office of Energy and Environmental Affairs for the Pontoosuc Lake Park Project: Order 1 rescinding Order 120 of the series of 2023; Order 2 authorizing to borrow a sum not to exceed \$500,000.00 for the Pontoosuc Lake Park Improvement Project; and Order 3 to expend funds for the Pontoosuc Lake Park Improvement Project. *Councilor Amuso made a motion to wave rule 27 carried by a unanimous vote of the eleven members present. Councilor Amuso made a motion to approve the first Order carried by a unanimous vote of the eleven members present. Councilor Amuso made a motion to approve the second Order. Councilor*

Serre asked if this is a \$500,000 debt. The Mayor stated this is to correct the order approved in December. This grant is a reimbursable grant therefore we need to have the funds available, and they are reimbursed. Councilor Warren asked Director Kerwood about the borrowing. Director Kerwood stated for this project there will be no borrowing. Mayor Marchetti stated this is a mechanism to allow us the opportunity if we need to if we do not have the cash flow to pay the bills to get reimbursed. *The second Order carried by a unanimous vote of the ten members present, Councilor Persip out of the room. Councilor Amuso made a motion to approve the third Order carried by a unanimous vote of the ten members present, Councilor Persip out of the room.*

A communication from Mayor Marchetti submitting a communication from Finance Director Kerwood regarding a recent change to municipal finance law impacting the business of the City Council, Chapter 77 of the Acts of 2023. *Councilor Amuso made a motion to accept the communication and place on file carried by a unanimous vote of the ten members present, Councilor Persip out of the room.*

### **COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND BOARDS**

A communication from President White with the assignment of the City Council Subcommittees. *Councilor Amuso made a motion to approve carried by a unanimous vote of the eleven members present.*

A petition from President White appointing Aimee Felker, Patricia Hogan and Deborah Courtney to serve as Clerks of Committees for the City Council standing committees. *Councilor Amuso made a motion to approve carried by a unanimous vote of the eleven members present.*

### **UNFINISHED BUSINESS**

An update on 43 Vivian Avenue by Director Cambi on a petition from Councilor Persip (*tabled from December 12, 2023*). Director Cambi stated the Board of Health deemed this property demolished in March of 2023. I was scheduled to be demolished in FY24 but we had difficulty getting contract bids to finance this. It will go out for bid again and if not completed this year, it will be demolished in FY25. *Councilor Persip made a motion to accept and place on file carried by a unanimous vote of the eleven members present.*

A communication from Commissioner Morales on a petition from Councilor Persip requesting an update on all streetlights (*tabled from December 12, 2023*). *Councilor Persip made a motion to accept and place on file.* Councilor Kavey asked Commissioner Morales about a pole on the McKinley Terrace property that does not have a streetlight. The Commissioner stated they added a pole, and it has a streetlight. Councilor Persip asked the Commissioner how they are notified if a light is out. The commissioner stated they rely on public input. Councilor Persip encouraged residents to reach out to city councilors to report a light out or enter it into Pitsmart. *The motion to accept and place on file was carried by a unanimous vote of the eleven members present.*

A petition from Councilor Persip requesting an update from the Commissioner on three streetlights, one in front of the Boys & Girls Club and two at 18 First Street (*tabled from November 28, 2023*). *Councilor Persip made a motion to accept and place on file and thanked the Commissioner as the light by the Boys and Girls club was fixed before the agenda came out. The motion to approve was carried by a unanimous vote of the eleven members present.*

A petition from Councilor Persip requesting an update from the Commissioner on request to fix the road patch at 181 Elm Street (*tabled from November 28, 2023*). *Councilor Persip made a motion*

*to accept and place on file.* Councilor Persip asked the Commissioner for a verbal update on the patch. The Commissioner stated they are monitoring the patch and will address it in the spring. Councilor Persip asked if it should have been a concrete patch since it was done so late in the season. The Commissioner stated they are in discussions with the contractor about this patch and others and will make sure it is addressed. Councilor Persip stressed that this work needs to be done correctly. Councilor Kavey asked the Commissioner if we can fine a business owner if they do not get the proper permits. The Commissioner said it is ultimately the homeowner's responsibility, but they will work with both the contractor and homeowner for a solution. Councilor Persip stated that we need to oversee the contractors more closely, so the homeowners are not responsible. *The motion to accept and place on file carried by a unanimous vote of the eleven members present.*

### **NEW BUSINESS**

A petition from Councilor Amuso requesting the Mayor provide the City Council with a budget that is close to level funded. *Councilor Amuso made a motion to approve and refer to the mayor.* Councilor Amuso is trying to have the mayor work with the Superintendent and the department heads to produce a level funded budget. Taxes went up significantly and we need to put some sort of stop in place. She worked on ten school committee budgets and four city council budgets that included the schools, which is overwhelming. This work needs to start now. Councilor Kavey stated he agrees with Councilor Amuso about the budget. He suggested we look into school consolidation to decrease the budget along with more creative ways to reduce funding. Councilor Kavey asked the Mayor what he thinks about trash. Mayor Marchetti stated we are seven days into the new administration, and we are going to look for ways to reduce costs which may include efficiency studies. Trash needs to be a conversation. He and the President and Vice President co-sponsored a petition about trash that was not receptive to the former council as the first night it was charter objected. He wants to work with the council to reduce costs, but he does not want to damage services. If we are looking to level fund, we are looking at eight million in cuts. A school consolidation study is two or three years down the road where we would see savings. He sat in these seats and he did not support cuts as he feels the services are important. Councilor Persip appreciates this petition, but he will not support this tonight as we need to have an honest discussion on where we come up with eight million dollars to level fund. He is not willing to cut services or hand cuff the administration seven days in. Councilor Serre thanked Councilor Amuso for putting this forward but she cannot support this tonight as she believes the legislative body needs to work on the budget. We need to work with them as a team. Councilor Costa would like to echo some statements made tonight. She does not believe we can dig ourselves out of a hole at this time and she does not want to cut services. She would like to look into revenue driven ideas. She cannot support tonight. Councilor Warren thinks we should have been more creative and believes the ARPA funds could have been used. Councilor Lampiasi will support tonight as the community needs to know we are taking this seriously. Councilor Persip does not disagree with his colleagues but we need to talk into consideration of all residents, not just the tax payers. Councilor Amuso said this does not have a lot of specifics but the timing is important as the budget process is starting. *The motion to approve and refer to the mayor was carried by a 7/4 vote with Councilors Costa, Serre, White and Persip in opposition.*

### **MATTERS TENTATIVELY REFERRED BY THE PRESIDENT UNDER RULE 27**

#### **Referred to the Commissioner of Public Services**

A petition from Councilor Amuso requesting an update on cost for street and sidewalk work for the past three years and what is budgeted for 2024.



Referred to the Business Development Manager

A petition from Councilor Amuso requesting an update on the Red Carpet progress and the William Stanley Business Park, Site 9 redevelopment project.

Referred to the Mayor

A petition from Councilor Amuso requesting to establish a committee to review the needs of downtown.

A petition from Councilor Warren requesting to refer to the new task force to investigate and incorporate an addiction recovery program.

At 7:34 a.m., Councilor Amuso 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 16, 2024

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

Dear Councilors,

It is my sincere privilege to submit herewith for your consideration the appointment of Patrick Kavey, City Councilor, to the Homeless Advisory Committee with a term expiring December 8, 2025.

Respectfully submitted,

  
Peter M. Marchetti, Mayor

PMM/bmw



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

**Peter M. Marchetti**  
Mayor

January 16, 2024

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

Dear Councilors,

It is my sincere privilege to submit herewith for your consideration the appointment of Frank LaRagione, of 36 Cole Avenue, Pittsfield, MA to the School Building Needs Commission for a term expiring August 9, 2024.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw  
Enclosure

**Frank LaRagione PMP**  
**36 Cole Ave**  
**Pittsfield MA 01201**  
**(413) 822 4125**

## **Education**

MSEE, University of Massachusetts, Amherst, MA,  
BSEE, Northeastern University, Boston, MA  
Six Sigma Champion Certification; 2004  
Project Management Institute, Project Manager Professional (PMP) Certification; 2005  
DAU Level III Engineering Certification; 2017  
Defense Acquisition Corps Certificate; 2017  
SSP Senior Leadership Institute; SLI Certificate; 2018  
Architecture and Systems Engineering : Models and Methods to Manage Complex Systems;  
Certificate MIT 2019  
Technical Disciplines Training and Qualification Program (TDTQP) Certificate 2019

## **Clearance: Top Secret SCI, US Citizen**

### **Community Boards and Committees**

Berkshire Hills Country Club, Board of Directors 2013-Present - Past Vice President  
City of Pittsfield School Building Needs Commission 2004 - 2021  
City of Pittsfield Taconic High School Design contractor sub-committee 2017  
City of Pittsfield Vocational Advisory Board 2010 - 2017  
City of Pittsfield Chairperson of Vocational Advisory Board 2017 – Present  
BART Charter Public School and McCann Tech COOP Advisory Board 2012 - Present

### **Activities**

Chef for non-profit/church groups (over 30 years) , Golf, Travel, Swimming. Boy Scouts of America - Eagle Scout, Great Trails Council Award of Merit, and Silver Beaver Award.

### **References**

Will be provided upon request

## **Experience**

**May 2019 – Present**  
**Systems**

**Chief Engineer**

**SSP PMO Shipboard**

Chief Engineer and keymember of the command management team, responsible to the Commanding Officer for the effective implementation of the entire body of SSP Technical Direction to be found in various directives, policies, plans and delegations. Subject matter expert (SME) for all technical disciplines at SPS and responsible for the correct interpretation and implementation of the entire body of SSP Technical Direction. Provide assurance that Critical Safety program's (Conventional, Nuclear, and SUBSAFE SUPPORT) are applied to delivered systems (hardware, software and Fleet documentation) as specified by SSP and that the contractor processes remains in compliance with those requirements. Provide feedback to SPS/SSP that all system implementations and changes that are ordnance and/or Nuclear safety Involved Critical Functions are properly evaluated and tested to assure compliance to applicable require. Provide technical expertise to SSP Chief Engineer in DC and PMO SSP Shipboard Systems Commanding Officer as a certified IAM and POC for NISPOM and Information Assurance (IA) compliance issues. Ensure relief statements on Shipboard System labs maintained at SPS Prime contractor locations are reviewed and advise SPS Commanding Officer and SSP Chief Engineer regarding areas that directly impact FBM technical programs of non compliance. In addition I am Technical Point of Contact for all GDMS Facility NIROP contracts in Pittsfield MA.

**May 2016 – 2019**  
**Shipboard Systems**

**Deputy Chief Engineer**

**SSP PMO**

Technical management and oversight for each of the programs within the SPS Command (Fire Control, Navigation, Nuclear Weapon Surety (NWS), and Flight Instrumentation) in support of the US and UK TRIDENT D5 Missile SSBN submarines, as well as the US SSGN submarines. Enforced technical discipline and integrity within PMOSSP Shipboard Systems in accordance with SSPINST 5400.11 for all SSP programs. Responsible for the technical oversight of five contractors for four technical branches (Fire Control, Navigation, NWS, and Flight Instrumentation). Provide oversight and guidance to other government agencies (NSWC, DCMA) in support of concept, design, deployment, and support of SSP Programs. Successfully represented the CE and the Command numerous times at Technical Design reviews (Panel Member). Reviewed and approved Design Documentation, SPALTS/Alterations, Waivers and Deviations, and Fleet Messages acting for the Chief Engineer. Assessment Programs: I Provide technical support during internal and external assessments of Shipboard programs in the form of Management Reviews (MR), Technical Program Management Evaluations (TPME), Facility Technical Proficiency Evaluation (FTPE) and DCMA Self Assessments.

DCMA Surveillance: I manage and direct the annual reviews in accordance with the Memorandum of Agreement (MOA) with each of the DCMA detachments ensuring compliance

with the Interface Guideline Document (IGD). Assessments, recommendations and meeting forums are established to resolve issues and compliance concerns.

Management Internal Control Program (MICP): Manage, direct and assess the SPS command providing annual reporting to the command management staff on both administrative and technical assessments.

Provide technical expertise to SSP Chief Engineer and PMO Commanding Officer in the design, development and implementation of FBM shipboard systems, and Nuclear Weapons Security (NWS). This includes the design, development and implementation of Test and Evaluation programs, systems engineering, and all other disciplines identified in SSP Technical Program Management and Quality Systems Requirements for Navy Strategic Systems Programs Acquisitions (T9001B) as applied to implementing SSP contracts, SSP Technical Objective and Guidelines (TOG), Mission and Functions SSPINST 5450.21, PMOSSP OD61503, Policies and Procedures for Alternation of Strategic Weapon Systems Equipment (SSPINST 4720), applicable Coordination drawings per Coordination Program SSPINST 8822, Interface Guidelines Document, and applicable Program Plans and Specifications at the SPS Shipboard Systems detachments.

Provide direct support to the SP applicable branches, SSP CE, and SPS CO to ensure the technical requirements flow-down documents and implementing contracts provide adequate authorities for all the SPS Detachments to meet the PMO Test and Evaluation responsibilities for SSP Systems.

Provide technical expertise on viable concepts for future FBM, and NWS systems. Participate in the GDMS SSP Shipboard SF1 events, and the Systems Engineering Team (SET) for implementation of Model Based Engineering. Coordinate with appropriate contractor and government agencies on the latest technology to ensure proposed concept/designs are best value to support future FBM, and NWS Program needs.

As Command Assessment Coordinator provide management and direction over Internal Audit/Continuous Improvement Programs. This includes the development and execution of a comprehensive internal technical audit and continuous improvement programs that comply with all external requirements. These ensure early detection of adverse trends and provide real-time identification of command functional areas for process improvement. Assure that SPS Shipboard Systems complies with SSPINST 5450.21 and OD 61503 requirements.

Review and approve SPALTs/PADS for all SWS and NWS programs in accordance with delegations from SP20/SP30 to SPS. Ensure the Fleet, technical, and SPALT/PAD kits, align with the SSP System Integrator position for all Shipboard Systems Integration programs.

Provide assurance that Critical Safety program reviews (Conventional, Nuclear, NSI, and SUBSAFE Support) adhere to SSPINST and/or T9001B contract requirements as applied to delivered systems (hardware, software and Fleet documentation) as specified by SSP and that the contractors' processes remain in compliance with those requirements. Provide feedback to

SPS/SSP that all system implementations and changes that are ordnance and/or Nuclear Safety Involved Critical Functions are properly evaluated and tested to assure compliance to applicable requirements.

**2015 – April 2016 TPME – Technical Program Manager Engineering GDMS**  
TPME for the Air Force ground study (WSC2/GBSD); responsible for the engineering project technical management leading a GDMS cross organization engineering team in the development of future architecture concepts, architecture and network models (MBSE), logistics, network for protection of facilities, configuration management, and systems engineering that were documented in 12 Technical papers used as the basis for the Air Force GBSD ground program. As the senior engineer on the project, I used my extensive knowledge, experience, and expertise to mentor and develop the team in preparation for the future GBSD program design phase.

**2014 – 2015 PTM - Program Technical Manager GDMS**  
Littoral Combat Ship (LCS) PTM, responsible for over 30 engineers across multiple GDMS locations for the deployment and development all LCS ship software, Information Assurance, network infrastructure, Software Configuration Management, System Level Requirements, Hardware obsolescence, and system test.

**2009 – 2013 Sr Program Manager GDAIS**  
Led the GDMS NAVSEA BYG-1 Weapon Control Program (PMS 425) Competitive Proposal as the Sr Program Manager, resulting in a competitive win over 20 year incumbent Raytheon in June 2009. I was accountable for the transition of the engineering design, hardware, and software for the NAVSEA Weapon Control Program within 12 months from contract award. Included in the transition was the build of a classified 6000 square foot lab that would be used for software development and test. My team successfully delivered all contract and program milestones, including the first software upgrade 18 months after contract award. I was responsible for all technical, schedule and budget for WCS . During this time, I was also responsible to SSP for the SSGN submarines including monitoring, tracking and contracting for all software upgrades and hardware obsolescence issues.

**2004 – 2009 Sr Program Manager GDAIS**  
Sr. Program Manager for the SSP SSI Increment 1 (MK 98 MOD 6/7) Fire Control development program that integrated Launcher functions into the Fire Control System, total development \$80M. I managed the full range of projects associated with the design, development, production, and repair of shipboard systems to support the integrated combat and weapon system program. This included the tactical nuclear weapon system, simulation and stimulation systems, training system, training curriculum, Nuclear and Sub Safe assessments, transition to production, and Engineering Test System (ETS) builds for both the US and United Kingdom programs.

**2003 – 2004 Program Manager GDAIS**  
Tookover as PM for a challenged program that was behind schedule and significantly over budget. Successfully led the team to deployment of the Weapon System Simulator R4 on schedule and within budget (\$13M Program). I then managed software teams in the design and deployment of



incremental software updates for the MK 98 MOD 4/5 Weapon Control System (\$8-10M annually).

**2001 – 2002**

**Technical Director General Dynamics Defense Systems**

Intern with SSP in Washington DC, representing SP231 on MK4A AF&F and LCCC programs (SP code 231F). Program Technical Manager (PTM) for the MK 98 MOD 4/5 program providing technical and programmatic leadership to a cross functional team (55 engineers). Responsible for the MK 98 MOD 4/5 budget (91000 hours) and milestones that included Auxiliary Equipment Product Development Team. Future development of Weapon Control by leading the GDDS 638/538 software program team and led the GDDS EMS (Enhanced Maintenance System) Team. Represented SP23 in the UK.

**1999 – 2000**

**Principal Systems Engineer**

**Lockheed Martin**

Represented SP 231 as part of the SSP Y2K traveling test team. Led the SP23 Test Focus Team reporting to SP2313 and the Weapon control SW Working Group. Coordinated the GDDS team that supported the MOD 4/5 Working Group. Provided technical, programmatic, and administrative leadership of a cross functional team (29 engineers) that tested all aspects of the MK 98 MOD 4 Weapon Control System (HW, SW, System, IV&V). Provided leadership of the Systems engineering effort of the MK 98 MOD4/5 system, future development of Weapon Control. Provided technical and administrative leadership to a group of engineers, technicians and specialists spanning three programs: FBM, Aegis, and BFV. In addition led the Fleet Support Team (Technical and Financial) for both MK 5 and MK6 including design of IMU Functional tests and Environmental factory tests; Hardware projects (DASO 16); production (OP 3, KGN, HAC) assistance; FC/Guidance integration and test of software; Guidance representative to the MK 98 MOD 4 Weapon control Team; and represented SP 23 in the UK. Excellent working relationship with SP 23 (Weapon control and Guidance), SP 205, SP 50 (UK), Type Commander, Squadron 16/20, SSBN Crews, and have had meetings with BFV Customer. Well respected in the Guidance community of contractors (CSDL, Raytheon, NSWC, HAC).

**1992 – 1998**

**Senior Systems Engineer – Guidance MK5/6**

**Lockheed Martin**

**1984 – 1992**

**Field/Systems Engineer – Fire Control/Guidance**

**General Electric**



**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 16, 2024

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

Dear Councilors,

It is my sincere privilege to submit herewith for your consideration the following reappointments to the Homeless Advisory Committee for terms expiring as follows:

Member Type	Name	Organization	Terms
Emergency medical professional	Newell Young	Berkshire Health Systems	January 23, 2027
Mental Health Agencies	Chris Haley, LICSW	MA Dept. of Mental Health	January 23, 2027
Non-profit social services agencies	Erin Forbush	ServiceNet	January 23, 2027
Public Housing Authorities	Kim Borden	Berkshire County Regional Housing Authority	January 23, 2027
Pittsfield Community Development	Justine Dodds	Community Development Department	January 23, 2027
Current or former homeless person	Karen Ryan	Christian Center	January 23, 2027

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw



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

**Peter M. Marchetti**  
Mayor

January 16, 2024

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

Dear Councilors,

It is my sincere privilege to submit herewith for your consideration the following appointments to the Mobile Home Park Rent Control Board for terms expiring as follows:

Nathaniel Joyner

January 23, 2029

Jay Ogle

January 23, 2029

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw  
Enclosure

# Nathaniel Joyner

603 Old Windsor Road  
Dalton, MA 01226  
[njoyner@cityofpittsfield.org](mailto:njoyner@cityofpittsfield.org)  
(413) 499-9358

## Work Experience

### **Community Development & Housing Program Manager**

City of Pittsfield - Pittsfield, MA  
March 2022 to present

### **Permitting Coordinator & Community Development Specialist**

City of Pittsfield - Pittsfield, MA  
June 2011 to March 2022

### **Research Assistant**

Williams College - Hopkins Forest - Williamstown, MA  
May to September 2008–2011

### **Line Cook**

Melbourne Place assisted Living - Pittsfield MA  
2005–2011

## Education

### **Bachelor of Arts (BA) in Environmental Studies**

Massachusetts College of Liberal Arts - North Adams, MA  
2012

### **Associate in Science (AS) in Environmental Science**

Berkshire Community College - Pittsfield, MA  
2008

## Skills

- Grant Writing / Administration
- Contract Management
- Supervision
- GIS/ESRI
- Computer Networking
- Document Management
- Remote Access Software
- Microsoft Office Suite
- Presentation Skills
- Adobe Creative Suite

# Jay Ogle

✉ jay.ogle006@gmail.com  
☎ 413-717-1191

## AVP Business Development Officer & Relationship Manager

📍 Berkshire County, MA     <https://www.linkedin.com/in/jogle06>

---

### Profile Summary

---

Seasoned finance and banking officer with a proven track record in Consumer, Residential & Commercial sectors. Equipped with honed skills in customer needs assessment, analysis & presentation. Eager to take on the next challenge, consistently exceeding expectations.

---

### Skills

---

**Professional Skills:** Leadership & Management | Cross-Functional Collaboration | Financial Services Communication & Networking | Client Relationship Management | Research & Problem Solving | Massachusetts SBA Lender | Residential Lending | Business Banking | Strategic Business Relationships | Consultive Sales Expertise | Operational Excellence

**Technical Skills:** Microsoft Office Suite | Salesforce | Core Banking Systems

---

### Work History

---

**Adams Community Bank - AVP Business Development Officer & Relationship Mgr – 2022 - Current**

- Relationship curation with key stakeholders within the community to foster engagement.
- Leading producer, utilizing strategic relationships to perform a critical role in new business development, successfully enabled the branch to meet first year profitability ahead of forecasts.
- Continuous learner – successfully pursued & obtained ABA Small Business Banker Certification in 2023. Currently enrolled & participating in certificate program, “Financial Planning Course”, led by Center for Financial Training

**Berkshire Bank** - AVP Branch Officer – 2015 - 2022  
- Financial Service Representative – 2014 - 2015

- Led, mentored & developed employees. Successfully engaging them and coaching when necessary - over the course of multiple branch locations and teams. Maintained low employee attrition rates.
- Consistently attained & exceeded Operational & Production target requirements.
- Combined extensive knowledge around internal processes, with garnered influence on intersecting teams/departments - successfully creating a more efficient & seamless customer experience.
- Devoted support to & cultivated strong business relationships with existing & growing local business partners. Trusted advisor for many proprietors navigating applications through the Paycheck Protection Program and loan forbearances to the community during 2020 and beyond.

**Bankers Life & Casualty - Insurance Producer – 2009 – 2013**

- Increased Life/Health personal lines of business by 70% annually through research, identification & follow up to support successful sales.
- Established loyal book of business via referrals, seminars, community sales & network events.
- Recognized as “Top Gun” Leader (multiple monthly sales award winner) & recommended trainer for new agents due to exceptional performance. Also offered continued support for the team through mentorship.

---

## Education

---

<b>MCLA</b>	2015
Bachelor of Science Business Admin with focus in Management	
Graduated <i>Summa Cum Laude</i>	
4.0 GPA	
Delta Mu Delta International Honor Society in Business	
<b>BCC</b>	2009
Associate of Science in Human Services	
Phi Theta Kappa Honor Society	

---

## Volunteering

---

<b>Vice President</b>	2016-Current
Advisory Committee, Berkshire Pathways Viability Inc.	
<b>Vice President &amp; Membership Chairman</b>	Past
Stockbridge Chamber of Commerce	
<b>X-Team Volunteer Committee Member</b>	Past
Berkshire Bank	

---

## Awards

---

<b>Armand Tourangeau Volunteer of the Year</b>	2020
<b>1 Berkshire, Berkshire Leadership Program</b>	2021



**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 16, 2024

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

Dear Councilors,

It is my sincere privilege to submit herewith for your consideration the appointment of Karen Kalinowsky, of 63 Shaker Lane, Pittsfield, MA to the Council on Aging for a term expiring January 23, 2027.

Respectfully submitted,

  
Peter M. Marchetti, Mayor

PMM/bmw



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

**Peter M. Marchetti**  
Mayor

January 16, 2024

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

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amount of \$409,382.80 from the Executive Office of Public Safety and Security, Office of Grants and Research for the FY24 Senator Charles E. Shannon Jr. Community Safety Initiative grant.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw  
Enclosure





**CITY OF PITTSFIELD  
POLICE DEPARTMENT**

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

OFFICE OF THE CHIEF OF POLICE

(413) 448-9717

PROFESSIONALISM • ETHICS • INTEGRITY • SENSITIVITY • ACCOUNTABILITY

January 2, 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 FY24 Senator Charles E. Shannon Jr. Community Safety Initiative (Shannon CSI) Grant of funds in the amount of \$409,382.80 from the Executive Office of Public Safety and Security/ Office of Grants and Research to the Pittsfield Police Department.

Respectfully submitted,

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

No. \_\_\_\_\_

IN CITY COUNCIL

**AN ORDER**

**AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A FY24 CHARLES E. SHANNON JR. COMMUNITY SAFETY INITIATIVE GRANT IN THE AMOUNT OF \$409,382.80 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 FY24 Charles E. Shannon CSI Grant in the amount of \$409,382.80 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

TERRENCE M. REIDY  
Secretary

KIMBERLEY DRISCOLL  
Lieutenant Governor

KEVIN STANTON  
Executive Director

December 13, 2023

Thomas Dawley  
Chief  
City of Pittsfield  
480 West Street  
Pittsfield, MA 01201

Dear Chief Dawley,

On behalf of the Executive Office of Public Safety and Security's **Office of Grants & Research (OGR)**, I am pleased to inform you that the **City of Pittsfield** has been awarded **\$409,382.80** in state funding from the **SFY2024 Shannon Community Safety Initiative (CSI) funds**.

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, 2024.**

In the meantime, if you have any questions, please feel free to contact Emily Haines, Program Manager at [emily.fontaine@mass.gov](mailto: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 'K. Stanton', written over a light blue horizontal line.

Kevin Stanton  
Executive Director

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> City of Pittsfield (and d/b/a):	<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Public Safety & Security <b>MMARS Department Code:</b> EPS
<b>Legal Address: (W-9, W-4):</b> 70 Allen St. Pittsfield, MA 01201-6250	<b>Business Mailing Address:</b> 35 Braintree Hill Office Park, Suite 302, Braintree, MA 02184
<b>Contract Manager:</b> Matt Kerwood <b>Phone:</b> 413-448-8281	<b>Billing Address (if different):</b>
<b>E-Mail:</b> mkerwood@cityofpittsfield.org <b>Fax:</b>	<b>Contract Manager:</b> Steven Domings <b>Phone:</b> (781) 535-0071
<b>Contractor Vendor Code:</b> VC6000192128	<b>E-Mail:</b> steve.m.domings@mass.gov <b>Fax:</b> (617) 725-0260
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for EFT payments.)	<b>MMARS Doc ID(s):</b> SCEPSFY24SHANNONPITT
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>	<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)	Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions	
<b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). <b>\$409,382.80</b>	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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; 2024 Shannon Anti-Gang; 8100-0111; \$409,382.80	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> 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.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>12/31/2024</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
<b>CERTIFICATIONS:</b> 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.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Thomas Doherty</u> Date: <u>12/14/23</u> (Signature and Date Must Be Captured At Time of Signature)	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____      Date: _____ (Signature and Date Must Be Captured At Time of Signature)
Print Name: _____ Print Title: _____	Print Name: <u>Kevin J. Stanton</u> Print Title: <u>Executive Director</u>



# SFY2024 Senator Charles E. Shannon Jr., Community Safety Initiative Grant Program Application

Office of Grants and Research Justice and Prevention Division

## Introduction

The Executive Office of Public Safety and Security's (EOPSS) Office of Grants & Research (OGR) is responsible for administering the Senator Charles E. Shannon Jr., Community Safety Initiative (Shannon CSI) Grant Program. The Shannon CSI Grant Program is authorized under Chapter 126 of the Massachusetts Acts of 2023, An Act making appropriations for Fiscal year 2024.

The Shannon CSI Grant Program incorporates the key elements of the Office of Juvenile Justice and Delinquency Prevention (OJJDP) Comprehensive Gang Model. Grant funding, oversight, and technical assistance support regional and multi-disciplinary approaches to combat gang violence through coordinated prevention and intervention, law enforcement, prosecution, and reintegration type programs.

## Funding Overview

Due to an increase in funding of 3.82%, OGR expects to award up to \$10.8 million as a result of this AGF. Applicants should apply accordingly.

Preference will be given to applications that:

- Outline a comprehensive plan to work with multi-disciplinary partners.
- Propose programs that target geographical locations that demonstrate high levels of gang violence.
- Demonstrate a commitment to regional, multi-jurisdictional strategies.
- Provide a written commitment to match grant funds with a 25% match provided by either municipal or private contributions.
- Identify a local unit of government to serve as the fiscal agent.

## Eligibility

OGR strongly recommends applications demonstrate a collaborative effort within a municipality or region. For each application, OGR encourages a municipal entity to serve as the lead applicant and fiscal agent. OGR encourages sign-off by a Senior/Municipal Department Official to demonstrate executive leadership and commitment to the collaborative effort. Funds may be distributed to project partners by the lead fiscal agent. Project partners in the multi-disciplinary team may include municipal and state law enforcement agencies, 2 non-profit community-based organizations, and other government agencies including but not limited to: District Attorneys' Offices, Probation, Parole, Department of Youth Services, and Sheriffs' Offices.

Multiple municipalities may apply together as a regional collaborative group, with one municipality serving as the lead applicant and as the fiscal agent for the group.

The 2023 Shannon CSI Availability of Grant Funds (AGF) is a competitive grant program. EOPSS OGR may award full funding, partial funding, or no funding.

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

Solicitation Posted: **Tuesday, August 15, 2023**

Applications Due (electronic and hard copy if not signed electronically): **Tuesday, October 17, 2023, no later than 4:00 p.m.**

Anticipated Award Announcements: **November/December 2023**

Grant Award Period: **On or about January 1, 2024 through December 31, 2024**

For questions regarding your application, please contact Program Coordinator Emily Haines, [emily.fontaine@mass.gov](mailto:emily.fontaine@mass.gov).

**Applicant Name**  
City of Pittsfield Police Department

**Project Name**  
Pittsfield Community Connection

**Proposed Funding Request:**  
\$294,000.00

**Applicant Mailing Address**  
39 Allen Street, Pittsfield, Massachusetts 01201-6226

## **Senior/Municipal Department Official**

**Name**  
Thomas Dawley

**Job Title**  
Chief of Police

**Agency/Organization**  
Consumers and Citizens

**Phone**  
(413) 448-9717

**Email**  
tdawley@cityofpittsfield.org

## **Finance Officer**

**Name**

Matthew Kerwood

**Job Title**

Director of Finance

**Agency/Organization**

City of Pittsfield

**Phone**

(413) 499-9466

**Email**

mkerwood@cityofpittsfield.org

## **Project Manager**

**Name**

Bryan House

**Job Title**

VP of Youth Development

**Agency/Organization**

Pittsfield Community Connection

**Phone**

(413) 448-8281 x244

**Email**

bhouse@18degreesma.org

**Partner Cities/Towns**

Pittsfield

## **Application Narrative**

**Gang Violence Problem Statement: Describe the current nature and extent of the gang violence problem within the applicant community and for any partnering communities identified in response to this application. The gang violence problem should be reflective of the applicant's gang definition and the Shannon youth definition.**

Pittsfield has among the highest rates of community & gun violence that rank in the top 15 for either firearm homicides or non-fatal assault-related firearm injuries. Juveniles account for a significant proportion of this violence. Of the arrestees for assault with a deadly weapon, 10.1% were juveniles in 2022. Among arrestees for firearm offenses, 33.7% were juveniles in 2022.

Shots fired incidents were 60% higher in 2022 relative to incidents in 2018.

Most victims and suspects involved in gun violence in Pittsfield are male (93%) between 18-44 (85%).

Most victims are 25-34 with an average age of 29.5. Most suspects are slightly younger and fall between 18-24.

The term "group" captures variations in organization, hierarchy, and loyalties that characterize contemporary gangs. Many group-associated individuals in Pittsfield claim Blood or Crip affiliations, but these affiliations are loose and shift often. Young people especially have more fluid associations and conflicts. Young group members are more often sparked in online venues.

Case review of homicides and nonfatal shootings indicated that no gun violence incidents in the sample

occurred purely due to a group-on-group conflict (e.g., Blood in Crip territory). At least 64% of homicides and nonfatal shootings involved group members as victims, suspects, or both meaning that group-associated individuals are drivers of gun violence in Pittsfield. While they may not become involved in shootings due to a traditional "gang war," they are at high risk for shooting or being shot due to other reasons. Group members are frequently involved in personal disputes and drug-related disputes/robberies that lead to serious gun violence.

Source: FBI Uniform Crime Reporting (<https://www.fbi.gov/how-we-can-help-you/more-fbi-services-and-information/ucr/publications>); Calls for Service and Arrest Data → (<https://www.pittsfieldpd.org/open-data-portal/>); Primary research with the Pittsfield Police Department

**Strategy Development: What methods have been used to identify strategies, or gaps in services, needed to address the specific gang violence problem in the community as illustrated in the Gang Violence Problem Statement (e.g., community risk assessments, recommendations from steering committee members or other stakeholders, etc.)?**

A key component of the 18 Degrees multidisciplinary team strategy is collaboration with criminal justice professionals at Westfield State University who provide ongoing research support and gather information regarding perceptions, experiences, and general feedback from community stakeholders related to local youth violence, youth substance use, and serious crimes. This community assessment provides valuable information related to effective violence prevention, positive youth development strategies, and gaps in services. In addition, ongoing focus groups allow stakeholders to voice their own experiences and perceptions and to participate in developing solutions.

Another key strategy is the process of recruiting and hiring capable team members from the Pittsfield area who have a level of "lived experience." The goal is to develop and train community members/leaders who may have experience with gang activity, or anti-social behavior. Becoming a part of the 18 Degrees staff allows for problem solving with firsthand knowledge of the impact of gang activity and gaps in services. These team members are experts by experience and have been effective leaders in helping youth and communities address violence.

High quality, evidence-based training and professional development for staff are core aspects of the 18 Degrees/Shannon Program approach. In FY23 the Shannon team completed the BEST Initiative Youth Worker Certificate Training. BEST (Building Exemplary Systems of Training Youth Workers) training is designed to increase the knowledge and skills that youth workers need to integrate a youth development approach into their programs. It is Northern New England's only region-wide professional development and credentialing system for youth workers and their supervisors. (BEST Initiative, Health Resources in Action Youth Worker Certificate Training Handbook, 2023)

**Strategy Description: Explain and describe the identified strategy and its outcomes, as they relate to and address the Gang Violence Problem Statement. Applicants must demonstrate a comprehensive multi-disciplinary approach based on OJJDP's Comprehensive Gang Model and, where possible, reflects evidence-based practices and best practices**

Pittsfield Community Connection (PCC) uses the OJJDP Comprehensive Gang Model (Community Mobilization, Provision of Opportunities, Social Intervention, Suppression, & Organizational Change & Development) with a mentoring component based on the Mass Mentoring design. Multiple 18 Degrees programs support PCC strategies including the Family Resource Center which provides access to social supports designed to increase individual & household stability. Across our programs, 18 Degrees focuses on the strengths & capabilities of program participants & guides participants to the resources, skills, and support to help them reach their goals. We use evidence-based practices including the Strengthening Families & Youth Thrive frameworks, Positive Youth Development, Motivational Interviewing, Trauma Informed Care, delivered through a strengths-based lens. Staff receive regular training on these approaches & on how to build a welcoming & accessible environment that values diversity, equity, & inclusion.

Community Mobilization is a core strategy. Various community groups meet regularly to identify



opportunities for at-risk youth. A key component of PCC's multidisciplinary team strategy is the partnership with the City of Pittsfield & regular communication with City Law Enforcement partners. PCC increased its outreach efforts through collaboration with the City's Department of Community Development which resulted in neighborhood clean-up projects in two low-income areas in Pittsfield over the past year. Feedback from over 300 residents showed that our presence & support in their neighborhood for this type of effort was overwhelmingly appreciated but relatively unfamiliar. To better inform residents of the program and services to address gang violence and other systemic issues we distributed materials and scheduled additional efforts to visit the neighborhoods. To further strengthen our outreach, we will invite grassroots organizations to participate in the PCC Steering Committee.

**Partner Selection: Based on the strategy, explain how and why each potential partner was selected to address the Gang Violence Problem Statement. Include a statement about the steering committee's level of involvement during the partner selection process.**

Pittsfield Police Department (PPD) selected the PCC program of 18 Degrees as the lead agency to provide services through the Shannon Grant. Since 2017, PCC maintains active outreach, caseworker, clinical, mentoring, & employment components to engage with youth, organize youth goals, & provide guidance. A multi-disciplinary community team plays a key role in oversight, input & collaboration to address issues of gang involvement & violence. These steering committee members include our local mental health/substance use services provider, career center, police dept, DA's Office, adult learning center, community college, housing authority, other youth serving organizations, & other state & local partners. 18 Degrees was chosen as the lead partner because it uniquely provides comprehensive, multi-generational support for those who are pregnant & parenting, infants, young children, youth, emerging adults, & grandparents raising grandchildren. Many families we serve are led by under-resourced single mothers who are resilient to a history of trauma such as generational poverty & family dysfunction. They lack a sense of community & experience violence, substance abuse, or behavioral & mental health needs. We bring resources & teach coping skills. Children & youth without family permanency are at risk of adverse adult experience. For those experiencing foster care, needing permanence, we are the only agency in western Massachusetts to provide adoption management services. 18 Degrees was the first in Massachusetts to use Parents as Teachers' Recovery Coach Model & now has three recovery coaches on its team. This is vital to respond to & support parents with substance use disorders. We employ skilled staff members from social workers to those with lived experience & we cultivate well-established, collaborative relationships with community providers, school districts & police departments to provide a whole person/whole family approach.

**Collaboration with Other Funding Sources: Communities often use multiple funding streams to combat gang violence. Please identify other funding streams you may be receiving, such as the Safe and Successful Youth Initiative, and how these funding streams will enhance or complement programming delivered through Shannon CSI.**

PCC currently receives funding for the Mentoring component of our Program from the Berkshire United Way and Mass Mentoring Partnership. This funding along with the Shannon Grant, pays the Mentor Coordinator salary for activities, program recruiting, and mentor/mentee training. The Mentoring program enhances the Shannon program by providing youth with caring adult partners who are positive role models and who encourage and accompany youth in recreational activities such as sports, arts, and music to provide increased protective factors for at-risk youth.

An important goal for 18 Degrees is to utilize the "upstream" prevention and intervention resources that Shannon programming offers, in harmony with other funding streams within the agency that work to combat gang violence. Those funding streams include Safe and Successful Youth Initiative programming in Pittsfield and North Adams, and a Berkshire County Gun Violence Prevention and Treatment program serving transitional aged youth 18-24. A Strong Communities Initiative grant through the Executive Office of Health and Human Services allows the agency to do organizing work focused on advancing racial and social equity, and a Community Innovation funding stream through the Department of Health and the Bureau of Substance Addiction Services allows the agency to directly engage youth and young adults who may be exploring substance use or struggling with substance use disorder. Managers and staff members

of these programs meet to coordinate outreach strategies and support and enhance each initiative's work.

## Budget

**Budget Narrative Summary:** The budget narrative shall provide a thorough justification on the basis of each proposed cost category in the budget and how the cost supports the goals and objectives of the proposed project(s). Please describe each cost category, the amount requested for the category, and the purpose of the cost/purchase. All costs must be justified in this section. Pittsfield Police Department will receive \$20,000 in funding to support overtime for the continuance of hot spot patrols.

18 Degrees, Inc./Pittsfield Community Connection is the designated lead agency for this grant.

In the Consultant & Contract cost category, our total budget is \$549,628.65, of which 18 Degrees will provide 25.9% in matched funds.

1. This will pay for the following positions:
  - Program Manager (1 FTE): For administrative supervision and program compliance
  - Case Manager (5 FTE): For group and one-on-one support of young people; one of these case managers will be paid for through our agency match.
  - Mentor Coordinator (0.5 FTE): to provide positive connections between youth and adult mentors; this allocation will be paid through our agency match.
  - Director of Grants & Outcomes (0.01FTE): to prepare reports and monitor program schedule.
  - VP Youth & Community Development (0.05 FTE): for program oversight, supervision, and strategic guidance; half of this salary will be paid through an agency match.
  - Senior Director of Advancement (0.01FTE): to amplify program and engage partners, community members, and other stakeholders.
2. In Travel, we are requesting \$6960 for 12,000 miles of travel for program staff and participants - for home visits, travel to activities, schools, and other events.
3. In Supplies, our total budget is \$13,262, of which 18 Degrees will provide a 12.7% match. This will support office supplies and administrative fees associated with the program.
4. Occupancy costs of \$15,000.00 associated with maintaining the program offices, including utilities and rent.
5. Client and Mentor activities, \$37,495.00, includes opportunities for young people and their mentors to build and strengthen their relationships. 65.3% of this budget allocation will be supported by the agency through match.
6. Staff & mentor trainings, including DEI trainings for mentors, at \$5,000.00 are used to strengthen our ability to support, respond to, and connect with youth and their families.
7. Client assistance, \$13,300.00, provide incentives for participants and mitigate any emergency circumstance that place youth in jeopardy. Half of this budget item will be supported through an agency match.
8. Telephone services prorated for program FTE at \$6,000.
9. Administrative costs at 74,299.39 represent 13% of the program total; the agency is assuming 25% match of this budget item.

## Document Upload

**Attachment A: Budget Excel Worksheet Form (summary and detail sheets)**

Shannon CSI SFY2024 Attachment A Budget Workbook\_10022023 (1).xlsm

**Attachment B: Partner Selection Workbook**

FY24 Attachment B-Partner Selection Workbook.xlsx

**Attachment C: Certification of Compliance with Submission of Crime Reporting Data**  
COC CRIME REPORTING DATA .pdf

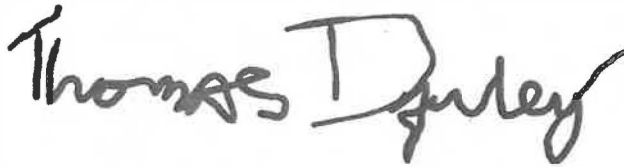
**Attachment D: Risk Assessment Form**  
FY24 Attachment D-OGR Subrecipient Risk Assessment Form\_Signed.pdf  
RISK ASSESSMENT FORM PPD.pdf

**Attachment E: Letter of Collaboration**  
LETTER OF COLLABORATION.pdf

## Signature

**Senior/Municipal Department Official Name**  
Chief Thomas Dawley

**Senior/Municipal Department Official Signature**      **Date**  
10/13/2023

A handwritten signature in black ink that reads "Thomas Dawley". The signature is written in a cursive style with a large, prominent 'T' and 'D'.

## Submit

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

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

Thank you!

## Attachment A - Budget Worksheet



### FY 2024 Senator Charles E. Shannon Jr. Community Safety Initiative

Cost Categories	State Costs	Match Costs	Total Costs
Personnel Costs	\$ -	\$ -	\$ -
Overtime Costs	\$ 20,000.00	\$ -	\$ 20,000.00
Fringe Benefit Costs	\$ -	\$ -	\$ -
Contracts Costs	\$ 389,382.79	\$ 136,460.94	\$ 525,843.73
Travel Costs	\$ -	\$ -	\$ -
Equipment Costs	\$ -	\$ -	\$ -
Supplies Costs	\$ -	\$ -	\$ -
Other Costs	\$ -	\$ -	\$ -
<b>Total Costs</b>	<b>\$ 409,382.79</b>	<b>\$ 136,460.94</b>	<b>\$ 545,843.73</b>
<b>Match Requirement</b>	<b>\$ 136,460.93</b>		
<b>Name of Applicant Organization</b>			

**Executive Office of Public Safety and Security  
Office of Grants and Research  
FY 2024 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. 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.fontaine@mass.gov](mailto:emily.fontaine@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
<b>Subtotal(s):</b>				\$ -	\$ -	\$ -

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
Pittsfield Police Department	\$ 20,000.0000	1.0000	Hot Spot Details	\$ 20,000.00		\$ 20,000.00
<b>Subtotal(s):</b>				\$ 20,000.00	\$ -	\$ 20,000.00

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

<b>Example: Sue Smith</b>	\$ 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
<b>Subtotal(s):</b>				\$ -	\$ -

**CONTRACTS**

Contractorss Name	Pay Rate	Quantity	Description	Cash Expenditures	Match Expenditures	Total Expenditures
<i>Example: JJ Counseling</i>	\$ 200.0000	24.00	<i>Describe activities of Contracts here.</i>	\$ 2,000.00	\$ 2,800.00	\$ 4,800.00
18 Degrees, Inc.	\$ 22.7600	1950.0000	Case Manager - BG	\$ 44,382.00		\$ 44,382.00
18 Degrees, Inc.	\$ 20.8179	1950.0000	Case Manager -	\$ 40,594.91		\$ 40,594.91
18 Degrees, Inc.	\$ 25.5928	975.0000	Mentor Coordinator	\$ -	\$ 24,952.98	\$ 24,952.98
18 Degrees, Inc.	\$ 22.7600	1950.0000	Case Manager - JF	\$ 44,382.00		\$ 44,382.00
18 Degrees, Inc.	\$ 21.4426	1950.0000	Case Manager - RA	\$ 41,813.07		\$ 41,813.07
18 Degrees, Inc.	\$ 21.6933	1950.0000	Case Manager - SB	\$ -	\$ 42,301.94	\$ 42,301.94
18 Degrees, Inc.	\$ 48.2564	97.5000	VP Youth & Coomunity Development	\$ 2,352.50	\$ 2,352.50	\$ 4,705.00
18 Degrees, Inc.	\$ 28.4846	1950.0000	Program Manager	\$ 55,544.97		\$ 55,544.97
18 Degrees, Inc.	\$ 36.3590	19.5000	Director of Grants	\$ 709.00		\$ 709.00
18 Degrees, Inc.	\$ 44.5128	19.5000	Senior Director of Advancement	\$ 868.00		\$ 868.00
18 Degrees, Inc.	\$ 300,253.8700	0.1000	Payroll Taxes (10%)	\$ 23,064.65	\$ 6,960.74	\$ 30,025.39
18 Degrees, Inc.	\$ 300,253.8700	0.1300	Fringe Benefit Factor (13%)	\$ 29,984.04	\$ 9,048.96	\$ 39,033.00
18 Degrees, Inc.	\$ 0.5800	12000.0000	12,000 miles @ .58/Mile	\$ 6,960.00		\$ 6,960.00
18 Degrees, Inc.	\$ 9,116.9500	1.0000	Office supplies and program support - copy paper, folders, pens, publications allocation, payroll processing fees, etc.	\$ 7,038.03	\$ 2,078.92	\$ 9,116.95
18 Degrees, Inc.	\$ 16,000.0000	1.0000	Occupancy costs	\$ 16,000.00		\$ 16,000.00
18 Degrees, Inc.	\$ 22,500.0000	1.0000	Team building activities for clients/mentors to build relationships and community events	\$ 7,500.00	\$ 15,000.00	\$ 22,500.00
18 Degrees, Inc.	\$ 5,000.0000	1.0000	Staff/Mentor trainings	\$ 4,000.00	\$ 1,000.00	\$ 5,000.00
18 Degrees, Inc.	\$ 13,300.0000	1.0000	Client Assistance/Incentives (Clothing, Remote Learning, etc.)	\$ 7,000.00	\$ 6,300.00	\$ 13,300.00
18 Degrees, Inc.	\$ 6,000.0000	1.0000	Telephone/Cell phone	\$ 5,500.00	\$ 500.00	\$ 6,000.00
18 Degrees, Inc.	\$ 9,000.0000	1.0000	Staff Recruitment	\$ 2,500.00	\$ 6,500.00	\$ 9,000.00
18 Degrees, Inc.	\$ 457,696.8000	0.1500	Allocated Administrative Costs	\$ 49,189.63	\$ 19,464.89	\$ 68,654.52
18 Degrees, Inc.						
18 Degrees, Inc.						
18 Degrees, Inc.						
<b>Subtotal(s):</b>				\$ 389,382.79	\$ 136,460.94	\$ 525,843.73

**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
<b>Subtotal(s):</b>				\$ -	\$ -	\$ -

**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
<b>Subtotal(s):</b>				\$ -	\$ -	\$ -

**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
<b>Subtotal(s):</b>				\$ -	\$ -	\$ -

**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
<b>Subtotal(s):</b>				\$ -	\$ -	\$ -
<b>Grand Total(s):</b>				\$ 409,382.79	\$ 136,460.94	\$ 545,843.73



**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 16, 2024

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

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amount of \$64,942.47 from the Massachusetts Executive Office of Public Safety and Security for the FY24 Violence Against Women's Act STOP Grant with in-kind match funding in the amount of \$21,853.90 from the Pittsfield 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

January 2, 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 FY24 Violence Against Women's Act STOP Grant in the amount of \$64,942.47 with in-kind match funding from the Pittsfield Police Department of \$21,853.90. The grant funds are from the Massachusetts Executive Office of Public Safety to the Pittsfield Police Department.

Respectfully submitted,

Thomas C. Dawley  
Chief of Police

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

# City of Pittsfield

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

IN CITY COUNCIL

**A N O R D E R**

No. \_\_\_\_\_

**AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A FY24 VAWA STOP  
GRANT IN THE AMOUNT OF \$64,942.47 FROM THE MASSACHUSETTS  
EXECUTIVE OFFICE OF PUBLIC SAFETY –VIOLENCE AGAINST WOMEN ACT  
STOP GRANT**

**Ordered:**

That the City of Pittsfield, acting through its Mayor and City Council, and pursuant to M.G.L. Chapter 44, Section 53A, is hereby authorized to accept a FY24 Violence Against Women's Act (VAWA) STOP Grant in the amount of \$64,942.47 with in-kind match funding from the Pittsfield Police Department of \$21,853.90. The grant funds are from the Massachusetts Executive Office of Public Safety to the Pittsfield Police Department.



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

**MAURA T. HEALEY**  
GOVERNOR

**KIMBERLEY DRISCOLL**  
LIEUTENANT GOVERNOR

December 12, 2023

Thomas Dawley  
Chief of Police  
Pittsfield Police Department  
39 Allen Street  
Pittsfield, Massachusetts 01201

Dear Chief Dawley:

Congratulations! We are pleased to notify you that the Pittsfield Police Department has been awarded \$64,942.47 in Service Training, Officers, Prosecutors, Violence Against Women Act (VAWA STOP) Grant Award offered by the Executive Office of Public Safety and Security's Office of Grants and Research (OGR).

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

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



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

35 Braintree Hill Office Park

Braintree, MA 02184

Tel: (617) 725-3301

Fax: (617) 725-0260

MAURA T. HEALEY  
Governor

TERRENCE M. REIDY  
Secretary

KIMBERLEY DRISCOLL  
Lieutenant Governor

KEVIN STANTON  
Executive Director

December 14, 2023

Thomas Dawley  
Chief of Police  
Pittsfield Police Department  
39 Allen Street  
Pittsfield, Massachusetts 01201

Dear Police Dawley:

I am pleased to inform you that the Pittsfield Police Department has been awarded \$64,942.47 from the Office of Grants and Research (OGR) to support the Service Training, Officers, Prosecutors, Violence Against Women Act (VAWA STOP) Grant Program.

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 or ISA is signed and dated by OGR and will terminate on Pittsfield Police Department.**

In the meantime, if you have any questions, please feel free to contact Jenny Barron, VAWA Administrator at: [Jenny.Barron@mass.gov](mailto:Jenny.Barron@mass.gov).

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

Sincerely,

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

Kevin Stanton  
Executive Director



# FFY2023 Violence Against Women Act (VAWA) Grant Application

Office of Grants and Research, Justice and Prevention Division

## Introduction

The Executive Office of Public Safety and Security's (EOPSS) Office of Grants and Research (OGR) will make available approximately **\$3.3 million** for the Violence Against Women Act (VAWA), Services, Training, Officers, Prosecutors (STOP) Formula Grant, a program originating from the United States Department of Justice (DOJ), Office on Violence Against Women (OVW).

The Services Training Officers Prosecutors (STOP) Violence Against Women Formula Grant Program (STOP Formula Grant Program) is authorized by VAWA and subsequent legislation and supports communities, including American Indian tribes and Alaska Native villages, in their efforts to develop and strengthen effective responses to sexual assault, domestic violence, dating violence, stalking and human trafficking.

## Applicant Eligibility

The VAWA grant is a continuation grant, meaning only previous years recipients are eligible to apply. Please thoroughly review the Availability of Grant Funds (AGF) document and all related attachments before developing your renewal application.

## Key Dates

Solicitation Posted: **October 2, 2023**

Applications Due (both hard copy and electronic): **October 31, 2023, by 4:00pm.**

Anticipated Award Announcements: **December 2023**

For questions regarding your application, please contact [Jenny.Barron@mass.gov](mailto:Jenny.Barron@mass.gov). For more details, please review the [Availability of Grant Funds](#) on our website.

## Applicant Information

### Applicant Name

Pittsfield Police Department

### Address

39 Allen Street, Pittsfield, Massachusetts 01201

### Phone

### Email

(413) 448-9717

mgregory-bilotta@cityofpittsfield.org

**UEI Number**  
QNFHE94W5396

**Is applicant registered in System for Award Management (SAM)?**  
Yes

## Authorizing Official

**Name**  
Thomas Dawley

**Job Title**  
Chief of Police

**Is address same as above?**  
Yes

**Phone**  
(413) 448-9717

**Email**  
tdawley@cityofpittsfield.org

**Fax**  
(413) 395-0131

## Grant Contact

**Name**  
Janis Broderick

**Job Title**  
Executive Director

**Is the Grant Contact mailing address the same as above?**  
No

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

**Phone**  
(413) 499-2425

**Email**  
jbroderick@elizabethfreemancenter.org

## Fiscal Contact Information

**Name**  
Margaret Gregory - Bilotta

**Job Title**  
Grants Administrator

**Is address the same as above?**  
No

**Address**

Pittsfield Police Department, 39 Allen Street, Pittsfield, Massachusetts 01201

**Phone**

(413) 449-5257

**Email**

mgregory-bilotta@cityofpittsfield.org

## Funding Request

This amount must exactly match the applicant's allocation and the cash expenditure amount in the budget workbook uploaded to this application. Your agency or program's name will appear along with the maximum amount of funds you are able to request. Please see Appendix A in AGF for applicant allocations and more information.

**Applicant Name**

Pittsfield Police Department

**Applicant Allocation Type**

Law Enforcement

**Funding Request**

\$64,942.47

**FFY2023 Award**

\$64,942.47

**Match Contribution**

\$21,853.90

**Match Minimum**

\$21,647.49

## Non-Supplant

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

**Pittsfield Police Department**

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

Please confirm this statement.

Yes

## Eligibility Requirements

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

No

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

Yes

Applicant certifies that it has been previously awarded VAWA STOP 2022 funds.

Yes

## STOP Program Summary

Describe a brief summary of the STOP program

We know that the levels of domestic, dating, and sexual violence and stalking are high in Pittsfield. We

know that organizations work best when we work together. We know that law enforcement can provide an immediate and critical safety response. We also know that although our mission is to serve and protect, these crimes require a more holistic, informed, ongoing and multidisciplinary response.

Pittsfield Police Department's (PPD) Civilian Advocate Program brings new resources and options for victims of domestic, dating and sexual violence and stalking seeking safety. This program combines law enforcement and victim service response to reach people sooner and more effectively to maximize the odds of success for safety and recovery. It increases the visibility and availability of more pathways to help. Our Civilian Advocate Program addresses four major areas. First, a victim receiving law enforcement intervention can now be offered immediate and ongoing services provided directly by a trained counselor/advocate from Elizabeth Freeman Center (EFC), the victim-centered/led domestic violence program/rape crisis center serving Berkshire County. Second, it builds a critical relationship between law enforcement and victim services, integrating our resources for the benefit of all survivors. Third, we provide improved training to our officers about the dynamics of relational and sexual violence, effective response, resources and tools available to use in responding to these calls. Fourth, with law enforcement and victim services working as partners, we can more effectively reach out to our community, promote access to help, and coordinate our community response to achieve real change for victims of violence and for the well-being of our families and city.

**Describe and provide evidence of success from previous VAWA Award(s)**

Ana fled with her children from her abusive husband to her mother's home, hoping for safety but finding a house filled with tension. One Sunday evening, her mother forced Ana out. Standing on a dark street, she called PPD. Ana disclosed some information, but PPD heard enough to know she needed help. They called EFC's hotline. Ana met EFC's physical responder at PPD. PPD provided a quiet space for them to talk. EFC sheltered the family in a motel and again met with her the next day. With hope, Ana worked hard. She had a mobile voucher. EFC helped her port the voucher to Pittsfield, find housing, gather verifications, enroll in MassHealth, apply for RAFT, get school transport for one child, find day care for the other, etc. Though still sheltered, Ana will soon be moving into her own home.

Another program survivor wrote us "When I came, I felt my life was over... I didn't know what to live for... I now have a full-time job and am enrolled in college. I now get up every day of my life knowing that I can make a difference."

So far this year, our civilian advocate has worked with 54 survivors and made another 103 attempted contacts. Our number of contacts are higher than normal because of changes in staffing, both at PPD and in our civilian advocate. PPD's long-time police chief Michael Wynn resigned this year and we have been rearranging leadership. EFC's new Civilian Advocate joined the program late January and there were delays in authorizing her access to reports. These are temporary blips (and the first ever in 14 years) and the issues are resolving. Still we know and hear that our combined resources wrap around survivors to provide the most effective options possible. PPD tracks referrals and monitors our progress. EFC maintains detailed information in its secure database concerning demographics, services provided and outcomes in a point-in-time application. We see first-hand that this program is making a life-changing difference in the lives of victims of violence

**Please check the counties you serve:**

Berkshire

**Percentage of Funding Allocated to Crime**

Total must equal 100%

**Domestic Violence**

**Sexual Assault**



83.00%

16.00%

**Dating Violence**

**Stalking**

1.00%

0.00%

**Describe the targeted population(s) this program will serve. Use demographic data where possible.**

Our target population is victims of domestic, dating or sexual violence, and stalking identified by PPD through police response and referrals. Survivors at highest risk - immigrant, LGBTQ, homeless, Black women survivors and survivors with disabilities - are prioritized and receive additional supports through this program strengthened by EFC's specialized response projects.

Pittsfield is the largest city in Berkshire County. Berkshire County is a large rural area in the westernmost part of MA covering 946 square miles, with 32 cities and towns and a population of 128,859. It is the 2nd largest county in sq miles, with the 2nd lowest population/sq mi (above Franklin), the 3rd poorest (behind Suffolk and Hampden), [census.gov/quickfacts/](https://www.census.gov/quickfacts/), [towncharts.com](https://www.towncharts.com), [indexmundi.com/facts/united-states/quick-facts/mass](https://www.indexmundi.com/facts/united-states/quick-facts/mass). The population in Pittsfield, 43,310, tends to be slightly whiter, older and poorer than the state average but has growing diverse populations that are underserved, isolated, and particularly vulnerable to SDV. 83.2% of its residents identify as white, 5.2% as African American, 7.3% as two or more races, 1.3% as Asian, and 7.9% as Latinx. 19.8% of the city's population is 65 years old and over. The median household income in Pittsfield is \$59,522 (state median income \$89,026). 12.7% of persons in Pittsfield live below the federal poverty level (state average 10.4%). 14.4% of Pittsfield residents under 65 live with a disability (state average 7.9%). The city has experienced serious economic downturn with the continuous loss of good paying jobs as large defense companies leave the area. In Pittsfield as in all western Massachusetts, the loss of COVID federal benefits and skyrocketing costs and rents have caused increasing financial desperation. According to the HUD Point-in-Time Count, homelessness in Pittsfield increased 44% in just one year. (IBerkshires, April 6, 2023) These conditions create even greater vulnerability and safety risks for violence survivors.

## **Purpose Area(s)**

**Please select which purpose areas will be addressed with your program funds (select all that apply):**

Developing, training, or expanding units of law enforcement officers, judges, other court personnel, and prosecutors specifically targeting violent crimes against women, including the crimes of domestic violence, dating violence, sexual assault, and stalking, as well as the appropriate treatment of victims, including implementation of the grant conditions in section 12291(b) of this title

Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services specifically devoted to preventing, identifying, and responding to violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking, as well as the appropriate treatment of victims

Developing, enlarging, or strengthening victim services and legal assistance programs, including sexual assault, domestic violence, dating violence, and stalking programs, developing or improving delivery of victim services and legal assistance to underserved populations, providing specialized domestic violence court advocates in courts where a significant number of protection orders are granted, and increasing reporting and reducing attrition rates for cases involving violent crimes against women, including crimes of domestic violence, dating violence, sexual assault, and stalking.

Developing, enlarging, or strengthening programs to assist law enforcement, prosecutors, courts, and others to address the needs and circumstances of individuals 50 years of age or over, individuals with disabilities, and Deaf individuals who are victims of domestic violence, dating violence, sexual assault, or stalking, including recognizing, investigating, and prosecuting instances of such violence or assault and targeting outreach and support, counseling, legal assistance, and other victim services to such individuals;

Supporting the placement of special victim assistants (to be known as "Jessica Gonzales Victim Assistants") in local law enforcement agencies to serve as liaisons between victims of domestic violence,

dating violence, sexual assault, and stalking and personnel in local law enforcement agencies in order to improve the enforcement of protection orders. Jessica Gonzales Victim Assistants shall have expertise in domestic violence, dating violence, sexual assault, or stalking and may undertake the following activities: a. developing, in collaboration with prosecutors, courts, and victim service providers, standardized response policies for local law enforcement agencies, including the use of evidence-based indicators to assess the risk of domestic and dating violence homicide and prioritize dangerous or potentially lethal cases; b. notifying persons seeking enforcement of protection orders as to what responses will be provided by the relevant law enforcement agency; c. referring persons seeking enforcement of protection orders to supplementary services (such as emergency shelter programs, hotlines, or legal assistance services); and d. taking other appropriate action to assist or secure the safety of the person seeking enforcement of a protection order

Developing, enlarging, or strengthening programs and projects to provide services and responses targeting male and female victims of sexual assault, domestic violence, dating violence, or stalking, whose ability to access traditional services and responses is affected by their sexual orientation or gender identity, as defined in section 249(c) of title 18 [of the United States Code.

## Project Narrative

### Are you a culturally specific community-based organization?

No

**1. Executive Summary (1 page limit):** Provide a summary of the agency's history providing services to victims of domestic violence, sexual assault, dating violence, or stalking, capacity and qualifications to implement the proposed project, and its role within the community(ies) being served.

### Executive Summary

PPD seeks funding to continue its civilian advocate program, a 14-year partnership with EFC.

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

EFC is the domestic violence program/rape crisis center in Berkshire County. Since 1974 it has provided frontline emergency and ongoing services to survivors of domestic, dating and sexual violence. Its services are free, confidential and include: a 24/7 hotline with emergency services; secure shelter; counseling, advocacy and safety planning with specialized access projects for rural, immigrant, disabled, LGBTQ, child and homeless survivors; legal advocacy in four courts to assist with protection orders; supervised visitation; a pet foster care program for survivors; civilian advocates in the Adams and Pittsfield police departments; "Money School", its financial independence initiative; transitional housing; partner contact for the area IPAEP; community education; and youth education in schools. EFC staff reflect the communities it serves - 39% identify as BIPOC, 27% bilingual, 12% immigrants, 17% LGBTQ, and 27% living with a disability.

**2. Statement of the Problem and Needs Assessment (3 page limit):** This section should clearly identify the problem and support the stated issues with relevant data to justify the request for the programs,

services, or activities being proposed.

**The following items must be addressed in your response:**

- a. Applicants must describe the need, nature, and extent of domestic violence, sexual assault, dating violence, or stalking within the proposed community, region, and/or population to be served. At a minimum, responses should include the number of victims served or are seeking services from the applicant, incidents responded to and/or investigated, and/or cases prosecuted by the applicant within the last twelve months;
- b. Describe the intended target population using demographic and other data where possible; and
- c. Statements should be supported with up to date statistical or other factual information/data or relevant literature. The sources or methods used for assessing the problem should also be identified and described.

**Statement of the Problem:**

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

While the pandemic crisis recedes for most, we are seeing worrisome ongoing effects on levels of violence. In FY23 Berkshire County's rate of restraining orders increased to 37% higher than the state average. ([www.mass.gov/lists/trial-court-statistics-for-fiscal-year-2023](http://www.mass.gov/lists/trial-court-statistics-for-fiscal-year-2023)) In releasing its Domestic Violence and Sexual Assault Survivors' Safety Trust Fund Application in November 2021, the Department of Public Health (DPH) noted that IPV occurred 1.5-3 times more frequently in Berkshire, Franklin, Plymouth, Hampden and Suffolk counties during COVID. In that same application, DPH listed the fourteen cities and towns with the highest rates of reported forcible rape, which included four Berkshire communities – Adams, North Adams, Pittsfield and Otis. Attachment C to that application indicates that Pittsfield had the 8th highest rate of reported forcible rapes out of 335 Massachusetts communities – over three times the rates of Boston and Worcester, and almost twice the rate of Springfield. Domestic, dating and sexual violence are not just big city problems.

While Pittsfield is our "big" city, it is also a very small city in the middle of a large, isolated rural area. It has a small town tone. It is common for people to be born, go to school, and raise their families here in Pittsfield. Pittsfield is over 40 miles from any other population centers, which are Northampton to our east and Albany to our west. Pittsfield is also 136 miles from Boston with no one day round trip public transportation. Our public transportation is extremely limited, with no Sunday service and remaining routes and times more restricted. We have one taxi company which just increased its rates dramatically and has a 45 minute to two hour wait. We have no Uber or Lyft. Transportation to services, jobs, school, medical appointments and even shopping can be unavailable, expensive and unsafe. A car is a costly necessity. Poverty and the lack of transportation are consistently identified as major problems for victims needing safety. This heightened poverty and almost nonexistent transportation options, along with the lack of living wage jobs, training programs and child care, the lack of affordable safe housing, isolation, the prevalence of weapons, limited health care access, the threat of loss of children, fears of deportation, the country culture of "self-reliance" which makes it particularly shameful to speak up or ask for help, lack of anonymity in communities where everyone knows everyone and everyone's business and where survivors fear that even the police, courts and judges may know and empathize with the perpetrator, small communities of marginalized populations for whom isolation, fear and the stigma of coming forward is even greater, lack of language access, discrimination – all these conditions and more discourage or prevent access to help, safety and recovery.

And though Pittsfield is a small city, it still has big city problems. Our high rates of poverty, homelessness,

racial segregation, poor housing stock, gangs and crime increase risk for victims. According to the HUD Point-in-Time Count, homelessness increased 44% in Pittsfield in just one year. (IBerkshires, April 6, 2023) In the Westside of Pittsfield, which has the largest concentration of Pittsfield's African American population, houses continue to be boarded up and torn down due to dangerous conditions. With rents forever increasing and housing stock less available, escape and safety are even more elusive.

Berkshire's geography also impacts its information sources and connections, increasing its isolation from resources and decision-making centers. News outlets, particularly TV and radio, are from New York. Advertising is New York. We know about the Egg in Albany or fairs on the Hudson, but nothing about Boston or Springfield unless we have access to and use the internet.

We know that survivors are often hesitant to call police for help. PPD generally receives about 800 calls annually related to domestic violence. While the number of calls to PPD has decreased, our program partner EFC reports continuously increasing calls to its hotline, almost triple the numbers from pre-COVID-19. In its last fiscal year ending June 2023, it served 1,082 survivors and their 1,191 children from Pittsfield alone, a 9.4% increase in survivors over the prior year and a 37% increase since COVID. Of those disclosing, 6% were under 18 and 7% were 60 years of age and older. 37% suffered a disabling condition. 70% identified as white, 17% identified as black/multiracial, and 17% identified Hispanic/Latina. 9% identified as LGBTQ+.

And while EFC reports receiving more calls and seeing higher levels of danger, reflecting increased instances of violence, it also believes that more people are calling because of heightened community awareness and community partnerships, including help from PPD officers distributing its contact information and encouraging people to call. The power of partnerships comes through in many ways and comes through many doors. There can be no wrong door to help.

In the past twelve months, our program provided services to 135 victims of violence (our FFY 22 contract did not begin until January 27) with just 0.65 fte civilian advocate time. Partners continue to triage cases because the need, given program resources, is overwhelming.

As described above, our target population includes victims of domestic and/or sexual violence, stalking, dating violence and related crimes identified by Pittsfield Police Department through police response and referrals. Survivors at highest risk are prioritized and receive additional supports through this program strengthened by EFC's specialized response projects.

**3. Program Description (5 page limit):** This section should address both the scope and intent of the program, strategy, or activity, and how it will address the problem and needs previously identified.

**The following items must be addressed in your response:**

- a. Types of services and/or activities to be provided by the proposed project;
- b. Describe any risk factors to be addressed and protective factors; and
- c. Detailed description of applicant and/or project's collaboration with victim service, criminal justice and community-based partners that reflects a regional and coordinated approach in addressing domestic violence, sexual assault, dating violence, or stalking. Please include the names of collaborating agencies or partners

**Program Description**

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

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

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

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

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

The sooner the intervention, the better the outcome. The program has a protocol to provide outreach to victims within 24 hours of contact or as soon as possible. If a call comes in when the civilian advocate is not present, the responding officer can contact EFC through its 24-hour hotline. The advocate will be provided information concerning the call in a timely manner to facilitate follow-up.

EFC's civilian advocate, Desari Gazaille, began with this program in January 2023, previously working as EFC's Disability Justice Project counselor/advocate, on EFC's hotline and in its shelter. Ms. Gazaille receives training and supervision consistent with the statutory confidentiality protections of M.G.L chapter 233 §§20j and 20k.

Program partners are trained in high risk assessment. Cross training of PPD and EFC increases awareness of the dynamics of violence and develops more effective methods for intervention to increase an outcome of safety and well-being for the victim. The training for PPD includes a review of the Standards and Practices endorsed by and approved by the Massachusetts Chiefs of Police and sexual assault response guidelines. Other training topics include information concerning available community services and resources, EFC services, PPD protocols, responding to children in domestic violence cases, a review of the dynamics of domestic violence and sexual assault, high risk factors, protective factors, and the latest research as it relates to victim services and law enforcement. More and more PPD officers coordinate with

EFC services, whatever time or day, calling its hotline and when necessary using its 24 hour physical response to hospitals and the police station.

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

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

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

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

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

EFC has joint grants with Berkshire County Kids' Place, APD, Pittsfield Police Department, Community Legal Aid, the MA Office of Community Corrections, Berkshire Immigrant Center, Community Health Programs, 18 Degrees, Live out Loud Youth Project and Taconic High School. It works closely with area schools and all the county colleges. EFC partners with Berkshire Humane Society and Elder Services for its SafePet program. It sites advocates in four county courts, including Northern Berkshire District Court. Legal Aid provides services in EFC offices. EFC subcontracts with the Sheriff's Department for security in

its visitation program. It closely coordinates with the District Attorney's office as well as Community Corrections and area Probation Departments. It has strong partnerships with local banks and employment services to develop and deliver "Money School" economic education and supports.

All of these resources are vital for providing a comprehensive and holistic support network and response for victims of violence and those at risk. Connected in these ways, we can maximize and coordinate services with duplicating efforts.

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

## Law Enforcement Applicants

1. Has your agency implemented the following:

**2017 EOPSS Domestic Violence Law Enforcement Guidelines**

Yes

**2017 EOPSS Adult Sexual Assault Law Enforcement Guidelines**

Yes

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

Yes

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

Not applicable

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

Yes

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

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

## Goals, Objective, Activities, Timeline and Performance Measures and Evaluation

### Goal 1

#### Goal1

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

### Objectives, Activities, and Timeline

Objectives	Activities	Timeline
Integrate law enforcement and victim services response to offer	Site civilian advocate (0.6 fte) employed by EFC within PPD.	January 1 ongoing

immediate and better options for survivors.

PPD refers all instances of domestic/ sexual violence for follow-up and service by the civilian advocate within 24 hours or as quickly as possible; program serves 200 survivors with direct services and contact.

Improve access to and effectiveness of services to vulnerable and under-served populations.

EFC provides PPD officers with program materials, EFC leaflets concerning services and access projects for vulnerable and underserved populations, and civilian advocate business cards in English/Spanish with access symbols to give victims.

Quarterly or more often if necessary

**Performance Measures/Evaluation Methods**

Civilian advocate records program hours on time detail and records victim contact and services in EFC secure database, including date of contact, services provided, referrals made, EFC hotline use and response, outcomes, demographics, feedback.

Materials are evaluated, revised and distributed to PPD staff.

Survivor evaluations and program partner feedback reviewed quarterly; revisions made accordingly. EFC program supervisor reviews in EFC data base number of program participants who also receive support in EFC specialized programs.

**Goal 2**

**Goal2**

Increase partner knowledge concerning domestic and sexual violence, safety issues, resources and criteria for effective response

**Objectives, Activities, and Timeline**

Objectives	Activities	Timeline
Provide training to PPD officers and responders and new EFC staff	Program staff provide training to all PPD officers and responders through roll call; program staff reinforce officer use of program resources through written materials and personal contact; program partners provide training to at least 5 new victim services staff and volunteers.	by November 2024
Promote officer use of program and victim services during evening and weekend hours by calling EFC hotline	Civilian advocate and Domestic Violence Liaison reinforce officer use of EFC 24 hour services through written materials and personal contact	Ongoing, reviewed quarterly

**Performance Measures/Evaluation Methods**

Record roll call trainings in EFC secure database.



Number of EFC staff and volunteers trained and recorded in EFC database.  
 Document revision and distribution of program materials and business cards.  
 Hotline calls and physical response generated by PPD is recorded in secure EFC database; feedback solicited and reviewed.

### Goal 3

#### Goal3

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

### Objectives, Activities, and Timeline

Objectives	Activities	Timeline
Continue and strengthen partnerships and efforts to promote collaborative efforts, outreach and warm referral strategies.	Partners continue participation in community coalitions and neighborhood initiatives, such as Race Task Force, Homelessness committees, Human/Animal Violence Education Network, DCF and DTA Advisory Boards, DA Task Force and High Risk Team, at least two monthly; program staff conduct a minimum of four community presentations concerning program services; program staff distributes community education materials to area medical providers, meal sites and community organizations, including Berkshire Immigrant Center, DTA, DCF, homelessness/housing providers	Monthly or as groups meet; quarterly; January 1 ongoing

#### Performance Measures/Evaluation Methods

Program partners participate in a minimum of one community coalition or initiative each month; recorded in EFC secure database.

Program partners conduct at least one community presentation quarterly and record in EFC secure database which collects information concerning the date of event, location, participants, content of meeting and result.

Program partners distribute materials to at least eight community locations; recorded in EFC secure database.

### Goal 4

#### Goal4

Increase coordination of program services with other community partners

### Objectives, Activities, and Timeline

Objectives	Activities	Timeline
Work with (new) DA and DA's office to increase victim safety	Program staff continue participation in DA's High Risk	Monthly or as needed

Team, assist in trainings, and confer on individual cases

Increase Berkshire Medical Center's use of EFC's physical response for domestic violence as well as rape situations to provide more immediate and coordinated responses by law enforcement, medical and victim services

Program staff distributes and posts literature at Berkshire Medical Center, with special focus on emergency room; program staff works with SANE regional coordinator in continuing discussions with Berkshire Medical Center on response to rape, sexual assault and domestic/dating violence

Quarterly

#### **Performance Measures/Evaluation Methods**

Meetings with DA's office recorded in EFC secure database.

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

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

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

## **Budget Narrative Summary**

Applicants must submit an operating budget for up to 12 months. In addition to the Budget Narrative, applicants must complete the Excel Budget Worksheet (refer to Attachment A) and submit as directed (hard copy and electronically).

The Budget Narrative shall provide a justification on the basis of each proposed cost category in the budget and how the cost supports the goals and objectives of the proposed project(s). Please describe each cost category, the amount requested for the category, and the purpose of the cost/purchase. All costs must be justified in this section

#### **Budget Narrative Summary:**

Personnel: \$17,152.15 match expenditure

Sergeant Cheryl Callahan, PPD Program Liaison/Supervisor, works 30-31 hours monthly to: collect, review and distribute referrals to the civilian advocate; meet with the civilian advocate and program partners about the progress of the program and results of referrals; coordinate and participate in trainings and community involvement; and any other activities needed to further the interests and success of this program.

Indirect: \$4,215.22 match expenditure

The 10% De Minimis helps to defray costs such as PPD staff time, primarily the Chief and Administrative Assistant who review program applications, billings and reports, sign documents, guide the program, participate in program activities including outreach, staff who process and account for invoicing and payment of Contract costs, supplies, PPD transportation and other costs. Expenses applied to indirect include personnel costs and contract costs up to \$25,000.

Contracts: EFC, \$64,942.47 cash expenditure, \$486.53 match

PPD contracts with EFC for civilian advocate services (0.6 fte) as described in the application. The civilian advocate receives the appropriate training and supervision and is covered as required by MGL Ch. 233 §§20j and 20k. The civilian advocate rate includes costs associated with provision of these services,

including clinical supervision by a Master's level LICSW, additional programmatic supervision, cell phone, printed materials, travel, client transportation, training, office space outside PPD with landline, database, secure storage of client records, laptop, internet, Telehealth zoom, outreach and office/program supplies, etc. EFC's Director of Programs provides programmatic supervision and back-up/outreach/training. The Executive Director prepares applications, reports, billings and provides programmatic back-up and outreach.

PPD provides match from local and state funds. EFC provides match from state and private donations.

## **Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended**

**As a federal U.S. Department of Justice/Office on Violence Against Women requirement, in order to receive VAWA funds, applicants must read and agree to the Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act below.**

### **Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended**

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance.

#### **(A) In general**

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

#### **(B) Nondisclosure**

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

(i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or

(ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

**(C) Release**

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

**(D) Information sharing**

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
  - (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
  - (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.
- (ii) In no circumstances may—
- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
  - (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

**(E) Statutorily mandated reports of abuse or neglect**

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

**(F) Oversight**

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

**(G) Confidentiality assessment and assurances**

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

**Please acknowledge that you've read and agree to the Notice of Statutory Requirements to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended.**

I have read and acknowledge the form above

## **Guidelines for Specialized Domestic Violence Civilian Advocates Police Departments**

The Commonwealth of Massachusetts Executive Office of Public Safety & Security Guidelines for Specialized Domestic Violence Civilian Advocates Police Department's must read and check off within this online application that the guidelines were read. (if applicable)

**I acknowledge that I have read the Guidelines for Specialized Domestic Violence Civilian Advocates Police Department's**

I have read the above statement and guidelines

## **Document Upload**

Please upload the required documentation needed to complete your application. Please refer to STOP [VAWA webpage](#) for further descriptions and Attachments.

### **Required Documents:**

1. Attachment A: Budget Excel Worksheet
2. Attachment B: Sub-Grantee Risk Assessment

### **If Applicable Documents:**

1. Attachment C/D: Certification of Consultation/MOA with Victim Service Providers to be signed by the victim service provider partner with the court, prosecution or law enforcement applicant looking to establish and/or maintain a civilian police advocacy program.
  - Court and Prosecution
  - Law Enforcement
  - Victim Services applicants looking to subcontract or partner with law enforcement to establish and/or maintain a civilian police advocacy program
2. Attachment E: Certification Letter for Applicants Proposing to Provide Legal Assistance
  - Applicants that plan to use STOP funds for legal assistance must submit a Legal Assistance for Victims Certification Letter. This certification shall take the form of a letter, on agency letterhead, signed and dated by the authorizing official. For a sample letter, see [AGF Appendix B](#)
3. Federally Approved Indirect Cost Rate
4. Fringe Rate Agreement

**Please ensure that all required attachments are sent as individual documents and labeled correctly** (clearly identifying the attachment and the applicant).

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

VAWA STOP Attachment A\_Pittsfield Police Department.xlsm

#### **Attachment B: Sub-Grantee Risk Assessment**

Sub Grantee Risk Assessment\_Pittsfield Police Department.pdf

#### **Attachment C/D: Certification of Consultation/MOA**

Certification of Consultation\_MOA\_Pittsfield Police Department.pdf

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

**Indirect Cost Rate Agreement**

**Fringe Rate Agreement**

**Additional Materials**

Authorized signatories\_Pittsfield Police Department.pdf

**Submit and Mail**

Please review the following instructions carefully. Both a hard copy and electronic submission is required.

Applicants must submit online applications with upload attachments no later than **Wednesday, October 31, 2023, at 4:00 p.m.**

After submitting the application, you will receive an email with copies of the completed form and uploaded attachments. Print the application and Attachments A and B. After printing the application, the following section needs to be completed and signed by the Agency or Program Authorizing Official prior to mailing to the department.

Print, sign, and mail the application and Attachments A and B to:

Office of Grants and Research  
35 Braintree Hill Office Park, Suite 302  
Braintree, MA 02184  
Attention: Jenny Barron, VAWA Administrator

**Please confirm that you will print, sign, and mail your forms to the Office of Grants and Research.**  
Yes

**Authorizing Official**

**Name of Applicant**

Pittsfield Police Department

**Authorizing Official's Name**

*Thomas C. Dailey*

*10/23/2023*

**Signature**

**Date**

## Attachment A - Budget Worksheets



### Violence Against Women Act STOP Grant

Cost Categories	Federal Costs	Match Costs	Total Costs
Personnel Costs	\$ -	\$ 17,152.15	\$ 17,152.15
Overtime Costs	\$ -	\$ -	\$ -
Fringe Benefit Costs	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ 4,215.22	\$ 4,215.22
Contracts/Consultants Costs	\$ 64,942.47	\$ 486.53	\$ 65,429.00
Travel Costs	\$ -	\$ -	\$ -
Equipment Costs	\$ -	\$ -	\$ -
Supplies Costs	\$ -	\$ -	\$ -
Other Costs	\$ -	\$ -	\$ -
<b>Total Costs</b>	<b>\$ 64,942.47</b>	<b>\$ 21,853.90</b>	<b>\$ 86,796.37</b>
<b>Match Requirement</b>	<b>\$ 21,647.49</b>		
<b>Name of Applicant Organization</b>	<b>Pittsfield Police Department</b>		

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

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

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

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

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

Employee Name	Pay Rate	Quantity	Description	Cash Expenditures	Match Expenditures	Total Expenditures
<i>Example: Sue Smith</i>	\$ 23.4875	300.00	<i>Please describe duties of Employee here.</i>	\$ 7,046.25	\$ -	\$ 7,046.25
Sergeant Cheryl/ Callahan/ Domestic Violence Liaison	\$ 46.8638	366.0000	\$46.8638 per hour for 30-31 hours monthly,, match town local/state funding; coordinates referrals and services for PPD, participates in community efforts, triages with civilian advocate	\$ -	\$ 17,152.15	\$ 17,152.15
<b>Subtotal(s):</b>				\$ -	\$ 17,152.15	\$ 17,152.15

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

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

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



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

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

Indirect Expenses	Expenses Applied to Indirect	Contract Indirect Rate	Description	Cash Expenditures	Match Expenditures	Total Expenditures
<i>Example: Sue Smith</i>	\$ 8,525.96	18.00%	<i>The federally approved rate of "18%" times allowable expenses per contract. If allowable expenses are all categories, take the sum of all categories and multiply by the federally approved rate. If allowable expenses are only Personnel and Fringe like in this example, take the approved rate and multiply by the sum of Personnel and Fringe total costs associated with Sue Smith. (18% * (7046.25 + 1479.71)).</i>	\$ 1,534.67		\$ 1,534.67
De Minimis	\$ 42,152.1500	10.0000%	Expenses applied to the indirect rate include personnel costs and \$25,000 of the contract costs with EFC.	\$ -	\$ 4,215.22	\$ 4,215.22
<b>Subtotal(s):</b>				\$ -	\$ 4,215.22	\$ 4,215.22

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

Contractors/Consultants Name	Pay Rate	Quantity	Description	Cash Expenditures	Match Expenditures	Total Expenditures
<i>Example: JJ Counseling</i>	\$ 200.0000	24.00	<i>Please provide the names of each Contractor and Consultant as well as duties/obligations that will be performed here.</i>	\$ 2,000.00	\$ 2,800.00	\$ 4,800.00
Elizabeth Freeman Center, Inc.:						
	\$ 50.0000	1248.0000	Civilian Advocate, direct outreach and services to referred victims; 24 hours per week at \$50 per hour (includes clinical supervision, cell, etc.)	\$ 62,400.00		\$ 62,400.00
	\$ 54.0000	26.0000	Director of Programs, program supervision, back-up, outreach; 0.5 hr/wk at \$54/hr	\$ 917.47	\$ 486.53	\$ 1,404.00
	\$ 65.0000	25.0000	Executive Director grant report/applications, outreach; 25 hrs at \$65/hr	\$ 1,625.00		\$ 1,625.00
<b>Subtotal(s):</b>				\$ 64,942.47	\$ 486.53	\$ 65,429.00

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

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

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

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

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

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

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

Item/Company	Cost	Quantity	Description	Cash Expenditures	Match Expenditures	Total Expenditures
<i>Example: Telephone</i>	\$ 65.0000	6.00	<i>Please describe purpose of item/activitiy here.</i>	\$ 390.0000	\$ -	\$ 390.0000
<b>Subtotal(s):</b>				\$ -	\$ -	\$ -
<b>Grand Total(s):</b>				\$ 64,942.47	\$ 21,853.90	\$ 86,796.37

# FFY 2023 VAWA STOP Grant Renewal Application

## **Certification of Consultation/Memorandum of Agreement between Pittsfield Police Department and Elizabeth Freeman Center, Inc.**

### **Statement of Purpose**

This is to certify that the Pittsfield Police Department (hereinafter PPD) has consulted with Elizabeth Freeman Center, Inc., (hereinafter EFC) a victim service provider in respect to the planning and implementation of the applicant's FFY 2023 VAWA STOP Grant proposal to ensure that the proposed activities are designed to improve safety and confidentiality and meet the needs of victims of domestic violence, sexual assault, dating violence and/or stalking. Consultation was limited to guidance on the grant proposal and will not have authority over the project. This consultation included/will include the following activities:

1. Planning communications which occurred on October 6, 2023 to determine the outline of the VAWA STOP Grant proposal in preparation of submission to the Executive Office of Public Safety & Security;
2. Coordination of referrals and services for victims of domestic violence, sexual assault, dating violence and/or stalking;
3. Ongoing phone and/or in-person meetings as well as email communication to discuss the progress of the VAWA STOP Grant funded project quarterly or more frequently as necessary.

Furthermore, this document represents a collaborative agreement entered into by PPD and EFC. The objective of this document is to clarify each partner's commitment to achieving the goal of successfully intervening and advocating on behalf of victims in domestic violence, sexual assault, dating violence and/or stalking cases within Pittsfield, MA. Therefore, each partner agrees to:

1. Actively work to strengthen and optimize the level of coordination and collaboration between the PPD and EFC to enhance the law enforcement response to domestic violence, sexual assault, dating violence and/or stalking cases. This includes the exchange of non-confidential/private information, technical assistance, and mutual support as needed between staff.
2. Make the implementation of the program goals a management priority within the respective agencies or organizations.
3. Actively work together to identify marginalized/underserved victims of domestic violence, sexual assault, dating violence and/or stalking to ensure appropriate responses, services and referrals are made (homeless, co-occurring substance abuse or mental health issues, persons with limited English proficiency, immigrants and refugees, elders and adolescents, LGBTQ persons, survivors with disabilities, etc.)

**PPD agrees to:**

1. Provide a designated workstation within PPD to the extent possible. The civilian advocate uses a computer and cell phone for communication provided by EFC for security and confidentiality reasons;
2. Refer victims of 209A restraining orders, victims of 258E harassment orders, victims of domestic violence, sexual assault, dating violence and/or stalking to the Civilian Advocate for follow-up services;
3. Provide direct supervision and program liaison services. Sergeant Cheryl Callahan will continue as the Program's Liaison Officer and has extensive experience and training with this program and in domestic violence, sexual assault, dating violence and/or stalking;
4. Adhere to the Executive Office of Public Safety & Security's Civilian Police Advocate Guidelines;
5. Assure adoption of the 2017 Domestic Violence Law Enforcement Guidelines and 2017 Adult Sexual Assault Law Enforcement Guidelines;
6. Provide the civilian advocate with opportunities to train police on domestic violence, sexual assault, dating violence and/or stalking awareness issues (i.e. roll call briefings, supervisor staff meetings, etc.) as well as address any issues related to police response;
7. Invite the civilian advocate to participate in Citizens Police Academy and other engagements (relating to domestic violence, sexual assault, dating violence and/or stalking issues) as they arise;
8. Make referrals to EFC regarding shelter, legal advocacy, counseling, support groups, housing, hotline services, etc., for domestic/dating/sexual violence and/or stalking survivors;
9. Assume responsibility for the administration of the VAWA STOP grant, including fiscal management, review of all grant reports and oversight of project related activities with the assistance of EFC;
10. Identify a dedicated officer to respond to domestic violence, sexual assault and/or stalking calls and conduct investigations, court appearances, to attend any high risk/SART team meetings, trainings;
11. Provide a copy of all applicable Executive Office of Public Safety & Security, Office of Grants and Research grant conditions to EFC; and
12. Compensate EFC for services rendered on behalf of PPD by the civilian advocate and related supervision, training, and administrative support as outlined in the agreed upon grant budget.

**EFC agrees to:**

1. Employ a civilian advocate meeting the requirements of MGL ch. 233 sections 20j and 20k to work 27 hours per week at a rate of \$50/hour to provide follow-up and referral services on behalf of the PPD. The civilian advocate will work at the police department, hours depending on need, COVID concerns, and emergencies, with time out of the office for service provision, supervision, training, community outreach and education, and off-site client appointments;

2. Dedicate a portion of the Executive Director's time to working with and supervising the development and implementation of the Civilian Advocate Program, as well as preparation of grant reports and grant administration. Jennifer Goewey, EFC Director of Programs, will provide direct supervision, back-up and support to the civilian advocate. An EFC clinical supervisor provides clinical supervision for the Civilian Advocate;
3. Utilize EFC's network of services and collaborations to provide safety planning and risk assessment, referral options, and legal advocacy, including information on the Massachusetts Victims Bill of Rights, domestic violence, sexual assault, dating violence and/or stalking education, and supports services to victims of domestic violence, sexual assault, dating violence and/or stalking. Emphasis will be placed on identifying and serving underserved populations, including cultural/linguistic minorities, elders, children, survivors with disabilities, immigrants and refugees, homeless survivors and survivors identifying LGBTQ;
4. Ensure coordination and provision of services and referrals to victims of domestic violence, sexual assault, dating violence and/or stalking;
5. Provide a safe, secure and confidential space to store client files and information;
6. Provide a safe and confidential location to meet with victims expressing discomfort in meeting in a law enforcement environment;
7. Provide ongoing training for the civilian advocate on domestic violence, sexual assault, dating violence and/or stalking issues including but not limited to crisis prevention/intervention, legal considerations and cultural competence;
8. Provide annual in-service training and regular roll call briefs to PPD on issues related to current domestic violence, sexual assault, dating violence and/or stalking trends, resources for victims, and best practice models; and
9. Abide by all applicable grant conditions related to the VAWA STOP Act grant funded project.

We, the undersigned, agree with the contents of this Memorandum of Agreement.

Thomas C. Dawley  
 Print Name

Janis A. Broderick  
 Print Name

Thomas C. Dawley 10/20/23  
 Signature Date

Janis A. Broderick 10/20/23  
 Signature Date

Chief of Police/Authorizing Official  
 Pittsfield Police Department

Executive Director/Authorizing Official  
 Elizabeth Freeman Center, Inc.

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> City Of Pittsfield \ Pittsfield Police Department (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Public Safety & Security <b>MMARS Department Code:</b> EPS	
<b>Legal Address: (W-9, W-4):</b> 70 Allen St, Pittsfield, MA, 01201-6250		<b>Business Mailing Address:</b> 35 Braintree Hill Office Park, Suite 302, Braintree, MA 02184	
<b>Contract Manager:</b> Thomas Dawley, Chief of Police	<b>Phone:</b> (413) 448-9717	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> tdawley@cityofpittsfield.org	<b>Fax:</b> (413) 395-0131	<b>Contract Manager:</b> Steven Domingos	<b>Phone:</b> (781) 535-0071
<b>Contractor Vendor Code:</b> VC6000192128		<b>E-Mail:</b> steve.m.domingos@mass.gov	<b>Fax:</b> (617) 725-0260
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> SCEPSSFY24VAWAPITT23	
		<b>RFR/Procurement or Other ID Number:</b> BD-24-1044-EPS11-1044O-93697	
<b><u>X</u> NEW CONTRACT</b>		<b><u>    </u> CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter <b>Current Contract End Date</b> <i>Prior</i> to Amendment: ____ , 20 ____ Enter <b>Amendment Amount:</b> \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
The <b>Standard Contract Form Instructions and Contractor Certifications</b> and the following <b>Commonwealth Terms and Conditions</b> document are incorporated by reference into this Contract and are <b>legally binding:</b> (Check ONE option): <input checked="" type="checkbox"/> <b>Commonwealth Terms and Conditions</b> <input type="checkbox"/> <b>Commonwealth Terms and Conditions For Human and Social Services</b> <input type="checkbox"/> <b>Commonwealth IT Terms and Conditions</b>			
<b>COMPENSATION:</b> (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"/> <b>Rate Contract</b> (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"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new total</b> if Contract is being amended). <b>\$64,942.47</b>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____ % PPD; Payment issued within 15 days ____ % PPD; Payment issued within 20 days ____ % PPD; Payment issued within 30 days ____ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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.)			
<b>Violence Against Women Act Funding; Law Enforcement; FVAWA23LE; 15JOVW-23-GG-0057-STOP; CFDA: 16.588; \$64,942.47</b>			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____ , 20 ____ , a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____ , 20 ____ , a date <b>PRIOR</b> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>12/31/2024</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> 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.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Thomas Dawley</u> , Date: <u>12/14/2023</u> (Signature and Date Must Be Captured At Time of Signature)		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ , Date: _____ (Signature and Date Must Be Captured At Time of Signature)	
<b>Print Name:</b> _____		<b>Print Name:</b> <u>Kevin J. Stanton</u>	
<b>Print Title:</b> _____		<b>Print Title:</b> <u>Executive Director</u>	



**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 16, 2024

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

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amount of \$637,500.00 from the National Fish and Wildlife Foundation (NFWF) under the Long Island Sound Futures Fund (LISFF) program.

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 12, 2024

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Submitted herewith for your consideration is an order accepting a grant of funds in the amount of \$637,500 from the National Fish and Wildlife Foundation (NFWF) under the Long Island Sound Futures Fund (LISFF) program.

The funds will be utilized towards a project that focuses on reducing nutrient and sediment loading to the Long Island Sound (LIS) watershed. It includes implementing low impact development and green infrastructure stormwater improvements in two city-owned parcels in Pittsfield, MA. The goal is to annually reduce nitrogen, phosphorus, and total suspended solids entering the Housatonic River and LIS. The project also aims to construct 20,000 square feet of green infrastructure, helping Pittsfield comply with MS4 Permit requirements and improve water quality in the Housatonic River Watershed. The City of Pittsfield's non-federal match requirement for this grant is \$212,500.

Sincerely,

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

Ricardo Morales  
Commissioner  
Department of Public Services & Utilities

Cc: Matt Kerwood, Treasurer  
Rachel Jingst, City Accountant  
Jeff Roucoulet, Business Manager



# City of Pittsfield

No. \_\_\_\_\_

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

IN CITY COUNCIL

AN ORDER

**AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS IN  
THE AMOUNT OF \$637,500 FROM THE NATIONAL FISH AND WILDLIFE  
FOUNDATION**

**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 Six Hundred Thirty Seven Thousand Five Hundred dollars (\$637,500) from the National Fish and Wildlife Foundation and that said funds may be expended pursuant to Massachusetts General Laws, Chapter 44, Section 53A and in accordance with the provisions of the grant, a copy which is attached to the Order.

	<b>NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT</b>	<b>1. NFWF PROPOSAL ID:</b> 81317	<b>2. NFWF GRANT ID:</b> 1401.24.081317
		<b>3. UNIQUE ENTITY IDENTIFIER (UEI)</b> DG3AQ4WL5JW7	<b>4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS)</b> N/A
<b>5. SUBRECIPIENT TYPE</b> State or Local Government		<b>6. NFWF SUBRECIPIENT</b> City of Pittsfield, MA	
<b>7. NFWF SUBRECIPIENT CONTACT</b> Ricardo Morales 70 Allen Street Pittsfield, MA 01201 rmorales@cityofpittsfield.org		<b>8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION</b> Alexander Bobeczko National Fish and Wildlife Foundation 1133 15 <sup>th</sup> Street, N.W. Suite 1000 Washington, D.C. 20005 202-857-0166 Alexander.Bobeczko@NFWF.ORG	
<b>9. PROJECT TITLE</b> Stormwater and Green Infrastructure Improvements to Improve Water Quality (MA)			
<b>10. PROJECT DESCRIPTION</b> Install 20,000 sq. ft. of green infrastructure and Low Impact Development improvements including surface and subsurface infiltration basins, bioretention basins and bio-cells at two sites comprised hard impervious surfaces which contribute polluted runoff into local waterways, City of Pittsfield, Massachusetts. Project will prevent 105 pounds of nitrogen, 12 pounds of phosphorus, and 2,905 pounds of sediment from entering the Housatonic River and downstream Long Island Sound.			
<b>11. PERIOD OF PERFORMANCE</b> October 16, 2023 to December 1, 2025	<b>12. TOTAL AWARD TO SUBRECIPIENT</b> \$637,500	<b>13. TOTAL FED. FUNDS</b> \$637,500	<b>14. TOTAL NON-FED. FUNDS</b> N/A
<b>15. FEDERAL MATCH REQUIREMENT</b> N/A		<b>16. NON-FEDERAL MATCH REQUIREMENT</b> \$212,500	
<b>17. SUBRECIPIENT INDIRECT COST RATE TERMS</b>			
The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project's period of performance.			
<b>18. TABLE OF CONTENTS</b>			
<b>SEC.</b>	<b>DESCRIPTION</b>		
1	NFWF Agreement Administration		
2	NFWF Agreement Clauses		
3	Representations, Certifications, Obligations, and Other Statements – General		
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General		
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific		
6	Other Representations, Certifications, Statements and Clauses		

**19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL**

A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. FS END DATE	H. CFDA
U.S. Environmental Protection Agency	FC.R584	09/06/2023	LI-00A01223	\$12,650,000	\$637,500	9/30/2028	66.437

**20. NOTICE OF AWARD**

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

<b>A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print)</b>		<b>D. NAME AND TITLE OF NFWF AWARDING OFFICIAL</b> Holly A. Bamford, Chief Conservation Officer	
<b>B. SUBRECIPIENT BY</b>	<b>C. DATE</b>	<b>E. NATIONAL FISH AND WILDLIFE FOUNDATION BY</b>	<b>F. DATE</b>

*NFWF prohibits discrimination in all its programs and activities on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, personal appearance, citizen status, disability, sexual orientation, gender identity or expression, pregnancy, child birth or related medical conditions, family responsibilities, matriculation, genetic information, political or union affiliation, veteran status or any other status protected by applicable law ("Protected Categories"). In addition, NFWF prohibits retaliation against an individual who opposes an unlawful educational practice or policy or files a charge, testifies or participates in any complaint under Title VI. NFWF complies with all applicable federal, state and local laws in its commitment to being an equal opportunity provider and employer; accordingly, it is NFWF's policy to administer all employment actions, including but not limited to, recruiting, hiring, training, promoting, and payment of wages, without regard to any Protected Category(ies).*

See Reporting Schedule on the following page.

**21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE**

Reporting Task	Task Due Date
Annual Financial Report	October 16, 2024
Interim Programmatic Report	October 16, 2024
Final Financial Report	March 1, 2026
Final Programmatic Report	March 1, 2026



## **SECTION 1 NFWF AGREEMENT ADMINISTRATION**

### **1.1. Amendments.**

During the life of the Project, the NFWF Subrecipient is required to immediately inform in writing the NFWF Grants Administrator of any changes in contact information, Key Personnel, scope of work, indirect cost rate, as well as any difficulties in completing the performance goals articulated in the Project description. NFWF Subrecipients must request an amendment from NFWF upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. NFWF reserves the right to approve, deny and/or negotiate any such request. Alternatively, NFWF may initiate an amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's grants management system.

#### **1.1.1. Budget Amendment Request.**

If the NFWF Subrecipient determines that: 1) the amount of the budget is going to change in any one direct cost category by an amount that exceeds 10% of the Award, or 2) there is a need to increase indirect costs, the NFWF Subrecipient must seek prior written approval via an amendment request in NFWF's grants management system.

#### **1.1.2. Extension of Performance Period.**

If additional time is needed to complete the approved Project, the NFWF Subrecipient should contact the NFWF Grants Administrator at least 45 calendar days prior to the project period expiration date to initiate the no-cost extension request process in NFWF's grants management system. In addition, if there are overdue reports required, the NFWF Subrecipient must ensure that they are submitted along with or prior to submitting the no-cost extension request.

### **1.2. Matching Contributions.**

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. 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 when authorized by federal statute; (6) Are provided for in the approved budget when required by the federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 3.3 of this Agreement concerning Compliance with Laws.

### **1.2.1. Documentation and Reporting of Matching Contributions.**

The NFWF Subrecipient must retain supporting documentation, including detailed time records for contributed services, original receipts, appraisals of real property, and comparable rentals for other contributed property, at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable federal regulations. The NFWF Subrecipient must report match progress in Payment Requests and Financial Reports.

### **1.2.2. Assessing Fair Market Value.**

Fair market value of donated goods, services and property, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter "OMB Uniform Guidance"), regardless of whether this Agreement is federally funded.

## **1.3. Payment of Funds.**

To be eligible to receive funds, NFWF Subrecipient must submit to NFWF (1) an original executed copy of this Agreement for the Project; (2) any due financial and programmatic reports; and (3) a complete and accurate Payment Request via NFWF's grants management system. At any time, NFWF reserves the right to require submission of source documentation, including but not limited to timesheets, cash receipts, contracts or subaward agreements, for any costs where the NFWF Subrecipient is seeking reimbursement by NFWF. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of final reports.

### **1.3.1. Reimbursements.**

NFWF Subrecipient may request funds on a reimbursable basis. Reimbursement requests must include expenditures to date and an explanation of any variance from the approved budget.

### **1.3.2. Advances.**

NFWF Subrecipient may request advance payment of funds prior to expenditure provided that the NFWF Subrecipient: (1) demonstrates an immediate need for advance payment; (2) documents expenditure of advanced funds; 3) maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement; and (4) has established appropriate financial management systems that meet the needs and standards for fund control and accountability. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient's needs.

### **1.3.3. Interest.**

Any interest earned in any one year on funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the NFWF Subrecipient for administrative expense.

## **1.4. Reports.**

### **1.4.1. Interim Programmatic Reports.**

The NFWF Subrecipient will submit interim programmatic reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim programmatic report shall consist of written statements of Project accomplishments and updated metric values since Project initiation, or since the last reporting period, and shall be submitted via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

### **1.4.2. Interim Financial Reports.**

The NFWF Subrecipient will submit interim financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim financial report shall consist of financial information detailing cumulative expenditures made under this Project since Project initiation and shall be uploaded via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

### **1.4.3. Annual Financial Report.**

The NFWF Subrecipient will submit annual financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

### **1.4.4. Final Reports.**

Based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project funds received, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and documenting the accomplishments and metric values achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) photographs as described in Section 1.4.3.1 below. The final reports and digital photo files should be uploaded via NFWF's grants management system. Any requests for extensions of final report submission dates must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance. NFWF may require specific formatting and/or additional information as appropriate.

#### **1.4.4.1. Photographs.**

NFWF requests, as appropriate for the Project, a representative number of high-resolution (minimum 300 dpi) photographs depicting the Project (before-and-after images, images of species impacted, and/or images of staff/volunteers working on the Project). Photographs should be uploaded with the Final Programmatic Report

via NFWF's grants management system as individual .jpg files. The Final Programmatic Report narrative should list each photograph, the date the photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information (e.g., species, activity conducted) describing what the photograph is depicting. By uploading photographs to NFWF's grants management system the NFWF Subrecipient certifies that the photographs are unencumbered and that NFWF and Project Funders have a fully paid up non-exclusive, royalty-free, irrevocable, perpetual, worldwide license for posting of Final Reports and for any other purposes that NFWF or the Project Funder determines appropriate.

#### **1.4.5. Significant Developments.**

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

**1.4.5.1.** Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective, including but not limited to the objective itself, its schedule and/or the budget. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and/or,

**1.4.5.2.** Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or produce more or different beneficial results than originally planned.

#### **1.5. Reports and Payment Requests.**

All reports, financial, programmatic, or otherwise, or payment requests under a federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and to provide required certifications as set forth in 2 CFR 200.415, as applicable.

#### **1.6. Record Retention and Access.**

##### **1.6.1. Retention Requirements for Records.**

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the latest end date of the funding source(s) referenced above in line 19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL or the close-out of all pending matters or audits related to this Agreement, whichever is later. As funding source end dates may be extended over time, the NFWF Subrecipient will be notified of the most up-to-date record retention requirements upon closure of this Award. If any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place or if funding source end date(s) is extended so as to extend the retention period. Records for real property and equipment acquired



with federal funds must be retained for at least three (3) years following disposition of such real property. For awards solely funded with funding sources with "N/A" listed as the end date, NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the Period of Performance end date, whichever is later.

**1.6.2. Access to Records.**

NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

## **SECTION 2 NFWF AGREEMENT CLAUSES**

### **2.1. Restrictions on Use of Funds.**

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Agreement. No funds provided by NFWF pursuant to this Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Agreement or otherwise unallowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

### **2.2. Assignment.**

The NFWF Subrecipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

### **2.3. Subawards and Contracts.**

When making subawards or contracting, NFWF Subrecipient shall:(1) abide by all applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2 C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning Compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

### **2.4. Unexpended Funds.**

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

### **2.5. Publicity, Acknowledgment of Support, and Disclaimers.**

#### **2.5.1. Publicity.**

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Agreement and the Project in press releases, publications, and other public communications.

#### **2.5.2. Acknowledgment of Support.**

The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (2) include the disclaimer provided at Section 2.5.4.

### **2.5.3. Logo Use.**

The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo or marks of any Funding Source.

### **2.5.4. Disclaimers.**

Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or by implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

**For Projects funded in whole or part with federal funds:** "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

**For Projects not funded with federal funds:** "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

### **2.6. Posting of Final Reports.**

The NFWF Subrecipient hereby acknowledges and consents for NFWF and any Funding Source identified in this Agreement to post its final programmatic reports and deliverables on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

### **2.7. Website Links.**

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all NFWF websites to any websites created by the NFWF Subrecipient in connection with the Project.

### **2.8. Evaluation.**

Throughout a program or business plan, NFWF engages in monitoring and evaluation to assess progress toward conservation goals and inform future decision-making. These efforts use both data collected by grantees as part of their NFWF grant as well as post-award project data collected by third-party entities commissioned to conduct a program evaluation. The NFWF Subrecipient agrees

to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project period of five (5) years after the project end date.

## **2.9. Intellectual Property.**

Reports, materials, books, databases, monitoring data, maps and spatial data, audio/video, and other forms of intellectual property created using this grant may be copyrighted or otherwise legally protected by the NFWF Subrecipient or by the author. The NFWF Subrecipient agrees to provide to NFWF and any Funding Source identified in this Agreement a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, copy and alter the NFWF Subrecipient's intellectual property created using this award for non-commercial purposes in any media – whether now known or later devised – including posting such intellectual property on NFWF's or Funding Source websites and featuring in publications. NFWF retains the right to use project metrics and spatial data submitted by the NFWF Subrecipient to estimate societal benefits that result and to report these results to funding partners on a case-by-case basis as determined by NFWF. These may include but are not limited to: habitat and species response, species connectivity, water quality, water quantity, risk of detrimental events (e.g., wildfire, floods), carbon accounting (e.g., sequestration, avoided emissions), environmental justice, and diversity, equity, and inclusion.

## **2.10. System for Award Management (SAM) Registration.**

The NFWF Subrecipient must maintain an active SAM registration at [www.SAM.gov](http://www.SAM.gov) until the final financial report is submitted or final payment is received, whichever is later. If the NFWF Subrecipient's SAM registration expires during the required period, NFWF will suspend payment to the NFWF Subrecipient until the SAM registration is updated.

## **2.11. Arbitration.**

All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time, not to exceed three years, after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Agreement.

## **2.12. Indemnity.**

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Agreement.

## **2.13. Insurance.**

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this Agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Agreement,

that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Agreement.

#### **2.14. Choice of Law/Jurisdiction.**

This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, the NFWF Subrecipient agrees to submit to the exclusive jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Agreement.

#### **2.15. Stop Work.**

NFWF may, at any time, by written order to the NFWF Subrecipient, require the NFWF Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 days after the order is delivered to the NFWF Subrecipient. The order shall be specifically identified as a stop-work order issued under this section. Upon receipt of the order, the NFWF Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to this Agreement covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work order is delivered to the NFWF Subrecipient, or within any extension of that period to which the parties shall have agreed, NFWF shall either cancel the stop-work order or terminate the Agreement under section 2.16.

#### **2.16. Termination.**

**2.16.1.** Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Agreement, or any portion thereunder, upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

**2.16.1.1.** the NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

**2.16.1.2.** the NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

**2.16.1.3.** suspension or debarment by the Government of the NFWF Subrecipient; or,

**2.16.1.4.** any breach of the requirements set forth in Section 3.3 of this Agreement concerning Compliance with Laws; or,

**2.16.1.5.** NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes, in its sole discretion, cannot be mitigated; or,

**2.16.1.6.** after written notice and a reasonable opportunity, the NFWF Subrecipient is unable to cure a perceived non-compliance with any material term

(other than those enumerated at 2.16.1.1 – 2.16.1.5) of this Agreement. The cure period shall be considered the timeframe specified by the Funding Source(s), if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Funding Source(s), ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Agreement; or,

**2.16.1.7.** if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

**2.16.2.** Either Party may terminate this Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party.

**2.16.3.** In the event of termination of this Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

**2.16.3.1.** Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

**2.16.3.2.** Place no further work orders or enter into any further subawards or contracts for materials, services, or facilities, except as necessary to complete work as specified in NFWF's notice.

**2.16.3.3.** Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

**2.16.3.4.** With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts. NFWF will reimburse the NFWF Subrecipient for non-cancelable allowable costs incurred by the NFWF Subrecipient prior to termination that cannot be mitigated. However, the foregoing is subject to the complete reimbursement of such costs by the Funding Source; accordingly, any amounts ultimately not paid, or which are recouped by the Funding Source, are subject to recoupment by NFWF.

**2.16.3.5.** Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may

have been accumulated by the NFWF Subrecipient under this Agreement, whether completed or in progress.

**2.16.3.6. Return to NFWF any unobligated portion of the Award.**

**2.17. Entire Agreement.**

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

**2.18. Severability.**

Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

**2.19. Interpretation and Construction.**

**2.19.1.** This Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Agreement and another portion of this Grant Agreement, first the Sections will apply in the following order of precedence: 5, 4, 3, 1, 2 and 6, and then any supplemental attachments.

**2.19.2.** The title designations of the provisions to this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

**2.19.3.** Every right or remedy conferred by this Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

**2.19.4.** The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

**2.19.5.** Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Agreement, the rights and obligations of this Agreement, which by their nature extend beyond its expiration or termination, shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

## **SECTION 3 REPRESENTATIONS, CERTIFICATIONS, OBLIGATIONS AND OTHER STATEMENTS – GENERAL**

### **3.1. Binding Obligation.**

By execution of this Agreement, NFWF Subrecipient represents and certifies that this Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

### **3.2. Additional Support.**

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Agreement.

### **3.3. Compliance with Laws.**

#### **3.3.1. In General.**

By execution of this Agreement and through its continued performance hereunder, the NFWF Subrecipient represents, certifies and agrees that it is and shall continue to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Agreement.

#### **3.3.2. Compliance with Anti-Corruption Laws.**

The NFWF Subrecipient represents, certifies and agrees to ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), or any other applicable anti-corruption laws or regulations (e.g., UK Bribery Act 2010) in the countries in which the NFWF Subrecipient performs under this Agreement.

#### **3.3.3. Compliance with Anti-Terrorism Laws.**

The NFWF Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac); (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at



[http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml); (3) on the consolidated list maintained by the U.S. Department of Commerce at [http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp), or (4) on such other list as NFWF may identify from time to time.

### **3.3.4. Compliance with Additional Laws and Restrictions.**

The NFWF Subrecipient represents, certifies and agrees to ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

### **3.4. Subrecipient Debarment and Suspensions.**

By and through NFWF Subrecipient's execution of this Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

### **3.5. Conflicts of Interest.**

By execution of this Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Agreement, NFWF Subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

## **SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – GENERAL**

**4.1.** If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

The NFWF Subrecipient will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable federal regulations. This includes, but is not limited to, the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information. The most recent version of the Electronic Code of Federal Regulations can be found at <https://www.ecfr.gov/>.

### **4.2. 2 CFR § 200 Subpart F Audits.**

It is the responsibility of the NFWF Subrecipient to arrange for audits as required by 2 CFR Part 200, Subpart F – Audit Requirements. The NFWF Subrecipient shall notify NFWF in writing about 2 CFR Subpart F audit findings related to projects funded by NFWF pass-through funds. The NFWF Subrecipient understands that NFWF may require the NFWF Subrecipient to take corrective action measures in response to a deficiency identified during an audit.

### **4.3. Real and Personal Property.**

In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and intangible property acquired or improved with federal funds must be held in trust by the NFWF Subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the NFWF Subrecipient must comply with all use, reporting, and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.329 (Reporting on real property), as applicable.

### **4.4. Mandatory Disclosure.**

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in this Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

### **4.5. Trafficking in Persons.**

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts,

including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

- I. Trafficking in persons.
  - a. *Provisions applicable to a recipient that is a private entity.*
    1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
      - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      - ii. Procure a commercial sex act during the period of time that the award is in effect; or
      - iii. Use forced labor in the performance of the award or subawards under the award.
    2. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
      - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
        - A. Associated with performance under this award; or
        - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
  - b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
    1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
    2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
      - i. Associated with performance under this award; or
      - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
  - c. *Provisions applicable to any recipient.*
    1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
    2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
  - 1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**4.6. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:**

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

**4.7. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.**

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed

to extend to an award made to a corporation for the public's general benefit. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

#### **4.8. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.**

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

#### **4.9. 43 CFR §18 New Restrictions on Lobbying.**

By execution of this Agreement, the NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, and certifies to the following statements:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification, as represented by execution of this Agreement, is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. All liability arising from an erroneous representation shall be borne solely by the entity filing that representation and shall not be shared by any entity to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31 of the U.S. Code.

#### **4.10. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.**

The NFWF Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The NFWF Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

#### **4.11. Drug-Free Workplace.**

The NFWF Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 41 USC Chapter 81 Drug-Free Workplace.

#### **4.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020)**

As required by 2 CFR 200.216, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the NFWF Subrecipient's execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

#### **4.13. Domestic Preference for Procurements.**

- a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this agreement, the following definitions apply:
  - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
  - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC**

NFWF Subrecipient acknowledges that when all or part of this Agreement is funded by a federal award that certain representations, certifications, and other statements relating to the use of such funds or performance of the Project may be necessary. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

### **FC.R584**

#### **EPA General Administrative Terms and Conditions.**

The NFWF Subrecipient must comply with the EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>

#### **Public Information – EPA.**

In accordance with 40 CFR 30.36, EPA has the right to reproduce, publish, use and authorize others to use copyrighted works developed under this agreement for Federal purposes.

#### **Light Refreshments and/or Meals – EPA.**

The NFWF Subrecipient will obtain prior approval for the use of EPA grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). Requests for approval will include: 1) an estimated budget and description for the light refreshments, meals, and/or beverages; 2) a description of the purpose, agenda, location, length and timing for the event; and, 3) an estimated number of participants in the event and a description of their roles. EPA policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the NFWF Subrecipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

**Cybersecurity Condition.****Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia**

(a) The NFWF Subrecipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the NFWF Subrecipient's network or information system and EPA networks used by the NFWF Subrecipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the NFWF Subrecipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the NFWF Subrecipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the NFWF Subrecipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The NFWF Subrecipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The NFWF Subrecipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the NFWF Subrecipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

**Proper Payment Drawdown (for NFWF Subrecipients other than states).**

As required by 2 CFR 200.305(b), the NFWF Subrecipient must draw funds only for the minimum amounts needed for actual and immediate cash requirements to pay employees, contractors, subrecipients or to satisfy other obligations for allowable costs under this assistance agreement. The timing and amounts of the drawdowns must be as close as administratively feasible to actual disbursements of EPA funds. Disbursement within 5 business days of drawdown will comply with this requirement and the NFWF Subrecipient agrees to meet this standard when performing this award.

**GIS Data.**

Data produced under this project will adhere to the requirements of EPA's National Geospatial Data Policy (NGDP) (see [http://www.epa.gov/esd/gqc/pdf/epa\\_natl\\_geo\\_data\\_policy.pdf](http://www.epa.gov/esd/gqc/pdf/epa_natl_geo_data_policy.pdf)). This Policy applies to all EPA organizations, grantees, agents working on behalf of EPA, and partner states of EPA who design, develop directly or indirectly, compile, operate, or maintain EPA information collections developed for environmental program support. Refer to this policy for details on requirements for quality assurance project plans (QAPPs), geospatial data accuracy and geospatial metadata. Specifically,



the NFWF Subrecipient must provide documentation for all produced data, including source information for each digital data layer (i.e., scale and accuracy, map projection, coordinate system, etc.), and specific information about the data layer itself (i.e., method used, geographic extent of data layer, file format, date of creation, staff contact, description and definition of data fields and their contents, related files, if any, and description of data quality and quality assurance methods used). The EPA Metadata Editor (EME) was developed to simplify and standardize metadata development and is a recommended tool for streamlining production of the required metadata. The EME and related training materials can be downloaded from <http://www.epa.gov/geospatial/eme.html>. Specific technical guidance on geospatial deliverables and acceptable formats can be found at <http://www.epa.gov/region02/gis/r2gisdeliverables.html>.

Data produced under this project will be submitted to the EPA Project Officer no later than 30 days after completion of the project. Delivery can be in the form of physical media or as downloadable data.

**Report Acknowledgement – EPA.**

The NFWF Subrecipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement LI-00A00694 to the National Fish and Wildlife Foundation. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

**Electronic and Information Technology Accessibility.**

Contractor and their subcontractors are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, the EPA encourages recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities. Contractor may wish to consult the latest Section 508 guidelines issued by the US Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see <http://www.access-board.gov/sec508/guide/index.htm>).

## **Build America, Buy America**

a. The NFWF Subrecipient is subject to the Buy America Sourcing requirements under the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917) for the types of infrastructure projects under the EPA program and activities specified in the chart, “Environmental Protection Agency’s Identification of Federal Financial Assistance Infrastructure Programs Subject to the Build America Buy America Provisions of the Infrastructure Investment and Jobs Act.” None of the funds provided under this award may be used for a project of infrastructure unless all iron and steel, manufactured products, and construction materials that are consumed in, incorporated into, or affixed to an infrastructure project are produced in the United States. The Buy America preference requirement applies to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds. The NFWF Subrecipient must implement these requirements in its procurements, and these requirements must flow down to all subawards and contracts at any tier. For legal definitions and sourcing requirements, the NFWF Subrecipient must consult EPA’s Build America, Buy America website and the Office of Management and Budget’s (OMB) Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Page 30 of 30

b. When supported by rationale provided in IIJA §70914, the NFWF Subrecipient may submit a waiver request to EPA. Recipients should request guidance on the submission instructions of an EPA waiver request from the EPA Project Officer for this agreement. A list of approved EPA waivers (general applicability and project specific) is available on the EPA Build America, Buy America website.

## **SECTION 6 OTHER REPRESENTATIONS, CERTIFICATIONS, STATEMENTS AND CLAUSES**

NFWF Subrecipient acknowledges that all or part of this Agreement may be funded by a non-federal source that requires certain representations, certifications, and other statements relating to the use of such funds or performance of the Project. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

**None.**



**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 16, 2024

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

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a donation of materials to construct picnic tables and patio space at the Pittsfield Municipal Airport from Connor and Benjamin Westlake and John's Building Supply, LP Adams, Holiday Brook Farm, Pittsfield Lawn and Tractor, and Lyon Aviation.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw  
Enclosure



## PITTSFIELD MUNICIPAL AIRPORT COMMISSION

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

Jan 12, 2024

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

Re: Eagle Scout Project Donation

Dear Mayor Marchetti,

It is with great pleasure that I bring you news of two local Life Scouts and aviation enthusiasts who recently completed a project to improve a public space at the Pittsfield Municipal Airport. Connor and Benjamin Westlake recognized the importance of what had, to this point, been an ad hoc picnic space. Atop the plateau next to our long-term parking lot stood a lone tree and picnic table overlooking the airport, providing stunning views of central Berkshire County. In addition to being a nice place for a quick lunch break, it is frequented by many who watch aircraft, particularly families with young children who cheer as planes they take to the sky.

Connor and Benjamin—regulars at the airport—are both Life Scouts working to earn the rank of Eagle Scout, a lengthy and praiseworthy goal requiring years of commitment and effort. As part of becoming an Eagle Scout one must complete a project to better their community. Connor and Benjamin decided to make their Eagle Scout projects that of improving this picnic space by installing a paver patio with flowers and building new tables and benches. After a year of planning, collecting donations, and coordinating, they have completed their project—a picture of the final product is included on the next page—which I will let them describe in their own words:

*The patio on top of the hill at the Pittsfield Airport was built to provide a nice seating area for those who want to watch aircraft and have a nice place to sit outside and enjoy the weather rather than in their cars. The tables and benches were built to provide seating for people on the patio. The tables have an extended side for those who are in wheelchairs so they can also enjoy the area.*

*After many years of seeing people on the hill watching aircraft and only having one picnic table sitting in the tall grass, my brother and I decided to make a nice area to benefit those who like to watch. The patio provides a nice durable surface for people to enjoy so they aren't sitting in the grass. The new tables don't have worn down wood and won't give people splinters as easily. The flowers add some color to the area to brighten it up a bit.*

As you know, I strive to provide the opportunity for everyone to experience the airport and encourage others to find their passion in aviation; this project does just that. I ask that you join me in thanking Connor and Benjamin for their work and the multiple local businesses who donated material to make this project possible.

Sincerely

Daniel Shearer  
Airport Manager

**John's Building Supply**  
**LP Adams**  
**Holiday Brook Farm**  
**Pittsfield Lawn and Tractor**  
**Lyon Aviation**



# City of Pittsfield

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

IN CITY COUNCIL

**A N O R D E R**

No. \_\_\_\_\_

## **AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A DONATION FROM CONNOR AND BENJAMIN WESTLAKE AND SEVERAL BUSINESSES**

### **Ordered:**

That the City of Pittsfield, by and through the Mayor and City Council, is hereby authorized to accept a donation of materials to construct picnic tables and patio space at the Pittsfield Municipal Airport. This project was led by Eagle Scouts Connor and Benjamin Westlake with donations provided by John's Building Supply, LP Adams, Holiday Brook Farm, Pittsfield Lawn and Tractor, and Lyon Aviation. This donation is accepted pursuant to Massachusetts General Laws, Chapter 44, Section 53A and in accordance with the provisions of the donation, a copy of which is attached to the Order.

# PITTSFIELD MUNICIPAL AIRPORT COMMISSION

---





## CITY OF PITTSFIELD

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

January 17, 2024

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

### **Re: Roadwork Expenses – Last 3 Years**

Honorable Council Members,

At its January 9<sup>th</sup> meeting, the City Council referred to my office a petition requesting an update on roadwork. Requesting how much has been spent in the last 3 years, and future work.

Here's a breakdown of the total expenditure on road work in Pittsfield for fiscal years 2022, 2023, and 2024:

#### FY2024

- City Appropriation: \$7,500,000
- Chapter 90 Funds: \$1,324,499
- Total Spent on Accepted Streets: \$8,472,193
- In-House Work (mostly unaccepted streets): \$216,276 (with an additional \$108,111 encumbered)
- Sidewalks (Contracted): \$749,236

#### FY2023

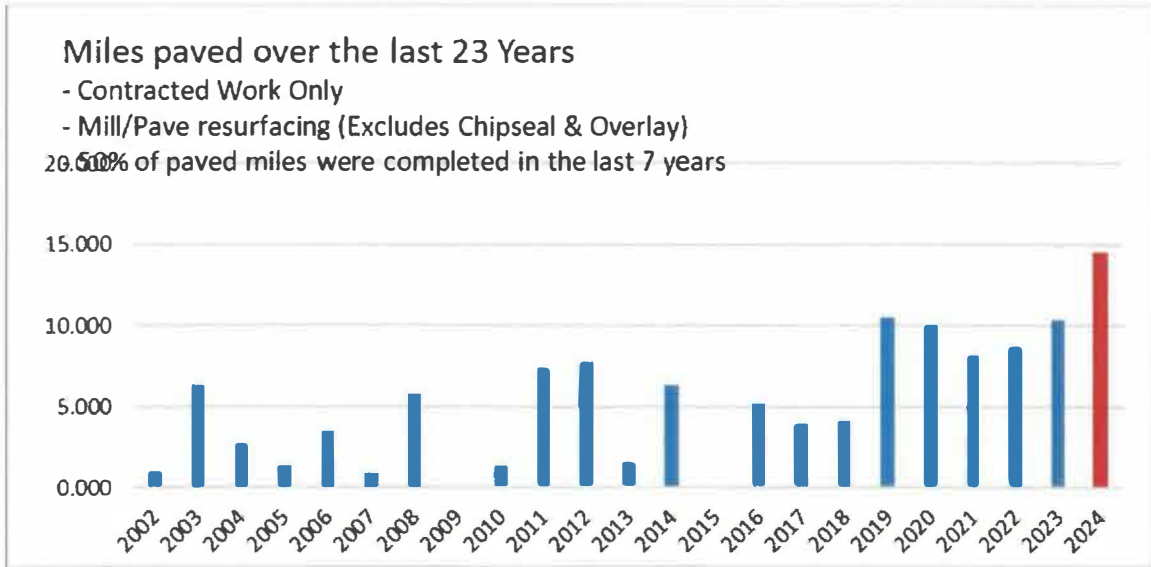
- City Appropriation: \$3,250,000
- Chapter 90 Funds: \$1,328,745
- Chapter 90 WRAP Funds: \$653,013
- Total Spent on Accepted Streets: \$4,472,592
- WRAP Funds Spent on Accepted Streets: \$997,468
- In-House Work (mostly unaccepted streets): \$391,667
- Sidewalks: 1,623,596

#### FY2022

- City Appropriation: \$2,500,000
- Chapter 90 Funds: \$1,352,170
- Total Spent on Accepted Streets: \$3,683,896
- In-House Work (mostly unaccepted streets): \$151,050



The following chart identifies work completed since 2002:



The following list identifies roadwork completed in the last 3 years by street (For FY24, (\*) indicates ones to be completed in spring of 2024):

Street	Length	Fiscal Year
Malcom Avenue	2000	22
Cascade Street	6405	22
Dexter Street	960	22
Curtin Avenue	490	22
Woodbine Ave	900	22
Maloney Street	320	22
Deming Street (Dawes to Elm)	2150	22
Monroe Street	480	22
Terrace Avenue	780	22
Yarmouth Street	914	22
Chestnut Street	315	22
Cadwell Road	3040	22
Anita Drive	2000	22
Plumb Street	1811	22
Gordon Street	810	22
High Street	2980	22
Martin Street	360	22
Lucille Street	840	22
Huron Street	745	22
Andover Avenue	565	22
Cliff Avenue	380	22
Hawk Street	215	22
Buel Street	690	22
Paul Avenue	1120	22

Westview Road	1550	22
Valentine Road	3287	22
Hawthorne Ave	1551	22
Velma Ave	3040	22
Scott Drive	110	22
Arlington Street	1025	22
Waverly Street	1025	22
Brenton Terrace	710	22
Oxford Street	820	22
Dillon Street	665	22
Dalton Avenue	4225	22
Asci Drive	1420	23
Springside Ave (North to Brown)	2500	23
Kittredge Road	2450	23
Lawrence Road	430	23
Woodlawn Ave (Kellogg to Tyler)	720	23
Smith Street	140	23
East Street (Park Square to 4th St)	960	23
Pembroke Avenue	1000	23
Stratford Avenue	2760	23
Frederico Drive	1450	23
Belvidere Avenue	220	23
Longview Terrace	1700	23
Elmview Terrace	700	23
Bushey Road	2050	23
Alba Avenue	850	23
Appleton Avenue (Dawes to High)	1140	23
Alfred Drive	2140	23
Howard Street	2060	23
Reed Street	680	23
Barker Road	3850	23
Greendale Avenue	800	23
Donovan Street	1450	23
Pinney Place	300	23
Tamarack Road (Dan Fox to Barker)	8125	23
Beech Grove Avenue	380	23
New West Street (South Side: West to Hurlbut)	1080	23
Schuyler Street	575	23
Albro Street	1050	23
Euclid Avenue	1670	23
Evelyn Park	400	23
Southern Avenue	360	23
Cecilia Terrace	810	23
Roselyn Drive	2000	23
Churchill St (Hancock to Lanesborough Town Line)	3450	23
Valentine Road (Vin Hebert to Lakeview)	2800	23
3RD STREET *	1210	24
4TH STREET *	2930	24
ABBOTT STREET *	760	24
ACORN STREET *	770	24

ALLENDALE ROAD	650	24
ALMAR DRIVE	320	24
ANN DRIVE	2390	24
ARCH STREET AND RADCLIFFE AVENUE	930	24
BARKER ROAD	1000	24
BROOKSIDE DRIVE	2190	24
BROWN STREET *	2080	24
CALIFORNIA AVENUE	1720	24
CASCADE STREET *	3810	24
CLEVELAND STREET *	980	24
CLOVERDALE STREET	6018	24
CURTIS STREET *	490	24
DWIGHT STREET *	150	24
EAST STREET (OVERLAY ONLY)	1735	24
ELBERON AVENUE *	760	24
FAIRWAY AVENUE *	380	24
HARDING STREET *	1100	24
HILLCREST AVE	1090	24
HOLMES ROAD *	1000	24
HOWE ROAD	1490	24
IVY LANE *	470	24
KENILWORTH STREET	980	24
KING STREET *	2600	24
KIRKWOOD DRIVE *	470	24
LAKEWAY DRIVE	1890	24
LIVINGSTON AVENUE *	800	24
LUCIA DRIVE	1910	24
LYMAN STREET *	1510	24
MARYLAND AVENUE	1190	24
MAY TERRACE *	340	24
MOHEGAN STREET *	2660	24
MONTGOMERY AVE EXT *	800	24
OAK HILL ROAD & PARTRIDGE ROAD	5280	24
QUIRICO DRIVE	1830	24
ROSE TERRACE	1120	24
SARATOGA DRIVE *	800	24
SHERRILL AVENUE *	560	24
SIBLEY STREET	370	24
SOUTH JOHN STREET *	1060	24
SOUTH ONOTA STREET *	1140	24
TAMARACK ROAD (DEAD END SEGMENT)	4520	24
TAMPA COURT & ELMHURST	1240	24
TAYLOR STREET	1210	24
WEST UNION *	470	24

Our street and sidewalk project prioritization is a data-driven process, Using data collected by StreetScan. This technology evaluates every street and sidewalk, providing us with comprehensive stress levels to calculate the Pavement Condition Index (PCI) and Sidewalk Condition Index (SCI). These indices, ranging from 0 to 100, objectively reflect the current state of our infrastructure.

With an expected budget of \$4 million for the next project, our work now is focused on analyzing this data to prioritize areas in need of repair. Our approach goes beyond the PCI and SCI scores; we also consider factors like traffic volume, pedestrian usage, and strategic relevance within the network. This ensures a balanced and equitable allocation of resources, addressing critical needs while planning for long-term infrastructure sustainability. Our strategy is not just about fixing the worst first but making strategic investments for maximum impact and safety.

The above information reflects our commitment to improving and maintaining our city's infrastructure. These investments in road work are critical in our ongoing efforts to enhance the quality, safety, and accessibility of our streets.

Sincerely,



Ricardo Morales  
Commissioner  
Department of Public Services and Utilities



# City of Pittsfield

RECEIVED CITY CLERK  
CITY OF PITTSFIELD, MA

2024 JAN -3 AM 11:55

*January 3* 20 *24*

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Update from Ricardo Morales  
about the streets and sidewalk  
work. What have we spent the last  
three years and what streets have  
been completed.

What needs to be done in the next  
two years and what is the budget  
for 2024?



# City of Pittsfield

December 14, 2023

To the City Council of the City of Pittsfield: —

The Committee on Community and Economic Development

to whom was referred the

A communication from Mayor Tyer submitting an Order  
amending the Housing Development Zone

having considered the same, report and recommend that

the Order be approved 5/0

Respectfully submitted,

Earl G. Persip, III

Chairman



# City of Pittsfield

.....December 14, 2023.....

To the City Council of the City of Pittsfield: —

The Committee on  
Community and Economic Development

to whom was referred the

A communication from Mayor Tyer submitting an Order for a ten-year Tax Increment Exemption for 100 Wendell Avenue.

having considered the same, report and recommend that

the Order be approved 5/0

Respectfully submitted,

Earl G. Persip, III

Chairman



# THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

70 Allen Street, Pittsfield, MA 01201

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

**Linda M. Tyer**  
Mayor

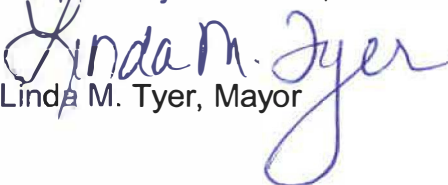
October 17, 2023

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

Dear Councilors,

Submitted herewith for your consideration is an Order amending the Housing Development Zone (HD Zone) and an Order for a ten-year Tax Increment Exemption (TIE) for 100 Wendell Avenue.

Respectfully submitted,

  
Linda M. Tyer, Mayor

LMT/mwc  
Enclosure





## CITY OF PITTSFIELD

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

October 16, 2023

Mayor Linda M. Tyer  
And  
Honorable Members of the  
Pittsfield City Council  
City Hall  
70 Allen Street  
Pittsfield, MA 01201

Dear Mayor Tyer and Honorable Members of the City Council;

The purpose of this memorandum is to provide you with information on two related items being brought before you. The first item pertains to amending the current Housing Development Zone (HD Zone) and the second item is the consideration of a 10-year Tax Increment Exemption (TIE) for a new market rate housing development within the amended HD Zone.

### **Item #1:**

On June 26, 2012 the City Council approved an HD Zone, a requirement under the Massachusetts Department of Housing and Community Development (DHCD) Housing Development Incentive Program (HDIP) for those intending to utilize the program. The HD Zone was subsequently approved by the state, and allows the city to take advantage of the state's HDIP program which is designed to support the development of market rate housing in gateway cities. For new market rate housing created in this HD Zone, this program provides up to \$1M in tax credits per project as well as a local tax increment exemption (TIE) to private developers. A second amendment to the HDIP zone was approved on November 15, 2016, this amendment added the PowerHouse Lofts project located at the former Holy Family Church to the HDIP Zone, allowing the church to be converted into market rate housing. An amendment to the Zone to include Tyler Street was approved in May of 2017. In September of 2020, the City amended the zone to include a parcel on East Street to include the Eastview Apartments, the conversion of a former church building into 27 units of rental housing, 1 of which is an affordable unit.

Since the City adopted the Housing Development Incentive Program in 2012, the program has been used to create 144 new housing units. The program has been used to substantially rehabilitate properties that were underutilized properties. All but 16 of those units were former commercial properties that were not housing prior to their

redevelopment. These properties include former church buildings, vacant commercial space in the upper level of commercial buildings in our downtown and a vacant firehouse. None of these units would have been possible without the Housing Development Incentive Program. All of these projects have brought new residents to the urban center of our City and have stimulated economic development in the downtown and surrounding area.

The City has a critical need for all types of housing and across all income levels Market rate housing is housing that is affordable to households with different income levels without subsidies or caps on the sales price or rent. In market rate housing there are no rent restrictions, the owner may rent the unit at whatever price the local market can bear. With 3 affordable housing projects underway in the downtown and surrounding areas, representing 77 units of housing, there is also a need for market rate housing units in order to provide a balance of housing opportunities. This need was supported by a market study prepared by LDS Consulting for the original HD Zone that contained independent and verifiable data that demonstrated the demand for market rate housing in the existing HD Zone. Two pertinent findings of the study were:

- Many prospective buyers of condominiums and homes have not been able to qualify for a mortgage. Therefore they are returning to the rental market...adding additional pressure to the rental market.
- New quality market rate housing in the downtown coupled with the revitalization and cultural efforts in the downtown should draw higher income households into the downtown.

786 Holdings, LLC is proposing to convert a commercial building on Wendell Avenue into 28 units of mixed income rental housing named the Pointe. The Pointe will consist of 6 units of affordable rental housing and 22 units of market rate rental housing. In order for this project to be eligible for assistance through the HDIP, the City must amend the current HD Zone to include the 100 Wendell Avenue property. In reviewing the existing parcels surrounding the HDIP Zone, the City is also including the parcel at 55 Linden Street as it has the potential for housing development. Attached is a map showing the existing HD Zone and the amended map extending the HD Zone by these two parcels. Both a public hearing and City Council approval are required prior to submittal of the amended HD Zone to DHCD.

**Item #2:**

Also attached is a copy of the proposed Tax Increment Exemption (TIE) agreement between the City and 786 Holdings, LLC for your review. The HDIP program requires the local government provide a TIE for the project. The City is proposing a ten (10) year TIE for the project located at 100 Wendell Avenue.

The Commonwealth administers the tax credit portion of this program through the Department of Revenue. Once the substantial rehabilitation work is completed, 786 Holdings, LLC will submit an application directly to DHCD applying for these tax credits. As part of their final certification process, DHCD will determine the amount of

tax credits being awarded to the project based on the qualified substantial rehabilitation expenditures (QSRE's).

The current assessed value of 100 Wendell Avenue is \$516,800. The proposed \$3.8 million substantial redevelopment of the property is projected to increase the assessed value of the property to approximately \$1,836,700 as well as bring new residents, with disposable income, to the area.

In keeping with the TIE structure previously approved for HDIP projects, it is proposed to provide 100% forgiveness of the incremental increase in the residential portion of the property taxes in year one, decreasing by 10% for each subsequent year over the ten year term. During construction, the City will continue to receive real estate tax payments based on the current assessment of \$516,800 at the commercial tax rate. The estimated value for a proposed residential TIE over a 10 year agreement will potentially be \$147,087.

We respectfully request that the City Council refer these items to a meeting of the City Council Community and Economic Development Committee for review and discussion. We also ask that the required public hearing be held at the committee level regarding the amendment of the HD Zone.

Ultimately, if the City Council supports amending the HD Zone and the proposed HDIP project, two actions will be required:

- Approval of the amended HD Zone; and
- Approval of a TIE for AM Management

Please feel free to contact me if you have any questions.

Sincerely,



Justine Dodds  
Director

cc: City Finance Director  
City Assessor  
AM Management, LLC

No. \_\_\_\_\_

**City of Pittsfield**  
M A S S A C H U S E T T S

IN CITY COUNCIL

AN ORDER

**APPROVING THE AMENDED HOUSING DEVELOPMENT ZONE MAP**

**Ordered:**

1. That the attached amended Housing Development Zone for Pittsfield is hereby approved and hereby made a part of this Resolution.
2. That the Mayor is hereby authorized to submit the amended Housing Development Zone Map to the Massachusetts Department of Housing and Community Development.
3. That the Mayor is authorized to act in connection with the submittal of the amended Housing Development Zone Map and to provide such additional information as may be required by the Massachusetts Department of Housing and Community Development.
4. The Mayor and City Council President, subject to City Council approval, are hereby authorized to negotiate tax increment exemptions from property taxes for properties within the amended Housing Development Zone for a period not to exceed twenty (20) years for projects that meet the guidelines set forth under M.G.L. Chapter 40V and the regulations set forth at 760 CMR 66.00.

# City of Pittsfield

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

No. \_\_\_\_\_

IN CITY COUNCIL

AN ORDER

**APPROVING THE TAX INCREMENT EXEMPTION AGREEMENT  
FOR  
100 Wendell Avenue**

**Ordered:**

**WHEREAS**, the City of Pittsfield has been in negotiation with 786 Holdings, LLC. regarding the development of 28 units of housing at 100 Wendell Avenue, and

**WHEREAS**, 786 Holdings, LLC. has applied for certification under the Massachusetts Housing Development Incentive Program created by Chapter 40V of Massachusetts General Laws;

**WHEREAS**, the project proposed by 786 Holdings, LLC meets the minimum requirements of the Housing Development Incentive Program and the local objectives of the City of Pittsfield's Housing Development Zone Plan;

**WHEREAS**, the proposed project is located at 100 Wendell Avenue, Pittsfield MA, which is within the boundaries of the City of Pittsfield's designated Housing Development Zone;

**WHEREAS**, the City of Pittsfield has agreed to offer 786 Holdings, LLC, a Tax Increment Exemption Agreement. Said Agreement is hereby approved by the City Council and the Tax Increment Exemption Plan is incorporated by reference herein;

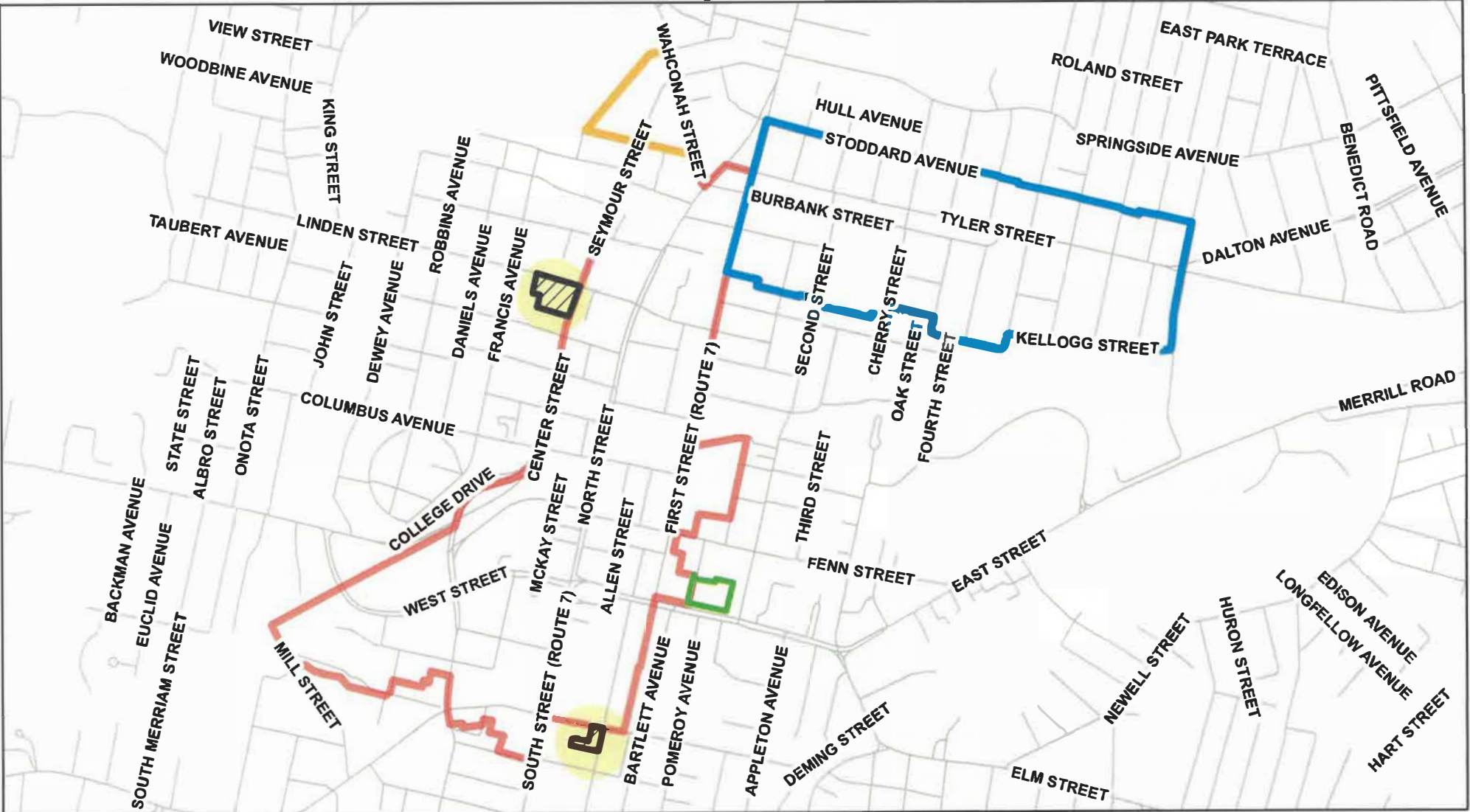
**WHEREAS**, 786 Holdings, LLC. is investing \$ 3,837,219 to create 28 units of housing, 22 of which are market rate units;

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Pittsfield approves the Certified Project application of 786 Holdings, LLC and forwards said application to the Massachusetts Department of Housing and Community Development for its approval and endorsement.






**FURTHER**, the City Council of the City of Pittsfield authorizes the Mayor to execute the Tax Increment Exemption Agreement between the City of Pittsfield and 786 Holdings, LLC. Said agreement will provide for an exemption on property taxes based on the growth portion in assessed valuation of the property at 100% for the first year, 90% for the second year, 80% for the third year, 70% for the fourth year, 60% for the fifth year, 50% for the sixth year, 40% for the seventh year, 30% for the eighth year, 20% for the ninth year, and 10% for the tenth year of a ten year agreement according to the requirements and regulations established which govern the implementation of such Tax Increment Exemption Agreements. The Agreement will be in effect as of FY 2025 (July 1, 2024) and will extend through FY 2034 (June 30, 2034).

# City of Pittsfield

## HDIP Zone Update 2023



**Legend**

-  HDIP Zone - 2023 Update
-  HDIP Zone - 2020 Update
-  HDIP Zone - 2016 Update
-  HDIP Zone - 2017 Update
-  HDIP Zone - Original



Map for Reference Only  
Not a Legal Document

The City of Pittsfield makes no claims, no representations, and no warranties, expressed or implied, concerning the validity (expressed or implied), the reliability, or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data. The use of this data, in any such manner, shall not supersede any federal, state, or local laws or regulations

**HOUSING DEVELOPMENT INCENTIVE PROGRAM**

**TAX INCREMENT EXEMPTION AGREEMENT**

between  
**the City of Pittsfield**  
and  
**786 Holdings, LLC**

This AGREEMENT is made this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_ by and between the City of Pittsfield, (“Municipality”) and 786 Holdings, LLC with an address at 235 East Street Suite A, Pittsfield, MA 01201 .

**Section 1 – Agreement**

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

**Section 2 – Definitions**

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

- Act: M.G.L. c. 40V as may be amended from time to time.
- Completion: Certificates of occupancy have been issued for the entire Project.
- DHCD: Department of Housing and Community Development
- Event of Default: An “Event of Default” as defined in Section 5 below.
- Final Certification: Determination by DHCD that the Sponsor has completed the substantial rehabilitation of the Property, consistent with the Rehabilitation Plans, including the creation of MRRUs, as set forth in the Act and the Regulations.
- Fiscal Year: An annual period of July 1 through June 30.
- HDIP AMI: Housing Development Incentive Program Area Median Income as defined at 760 CMR 66.04(2)(f)(1) and set forth in Exhibit 3.
- HD Project: A Certified Housing Development Project as defined in the Act and the Regulations.

- HD Zone: The Housing Development Zone adopted by the Pittsfield City Council on June 26, 2012 and revised on May 2017 on September 2020 and approved by DHCD as evidenced by a Certificate of Approval dated October 13, 2020 and recorded with Berkshire Middle District.
- Lead Municipality: Not Applicable
- MRRU: Market Rate Residential Unit(s) as defined at Section 3.B.1.
- Property: 100 Wendell Avenue, Pittsfield MA identified as Assessors Map Block and Lot H080007107 as shown in Exhibit 1, “Map of Property” and further described in Exhibit 2, “Legal Description of Property”.
- Regulations: 760 CMR 66.00.
- Rehabilitation Plans: The material submitted for Conditional Certification pursuant to 760 CMR 66.05(3) (a) and approved by DHCD.
- Sponsor: 786 Holdings, LLC, with an address at 235 East Street Suite A , Pittsfield, MA 01201, its successors and assigns.

**Section 3 – Sponsor’s Covenants**

- A. Substantial Rehabilitation of the Property. Sponsor will undertake the substantial rehabilitation of the Property in accordance with the work and schedule set forth in the Rehabilitation Plans.
- B. Market Rate Residential Units.
- 1) There shall be a total of twenty eight (28) residential rental units created in the Project of which twenty two (22) units shall be MRRUs comprised of one (1) studio apartment, fifteen (15) 1 bedroom units and six (6) 2 bedroom units. The monthly rent for such units shall be priced to be affordable to households at not less than 110% of HDIP AMI where feasible but in no case less than consistent with prevailing rents for comparable units in the Municipality as determined based on criteria established by the Department, as set forth in Exhibit 3, “Market Rate Residential Units – Pricing Plan”.
  - 2) Sponsor shall use good faith efforts to maintain the units as MRRUs for a minimum of ten (10) years.
- C. Marketing. Sponsor shall cause the MRRU to be marketed in a manner that is consistent with the strategies, implementation plan and affirmative fair housing efforts set out in the Rehabilitation Plans.
- D. HD Project Certification. Sponsor shall take all actions reasonably necessary to obtain Final Certification of the Property as an HD Project including but not limited to submitting applications to DHCD for Conditional Certification and Final Certification consistent with the requirements of the Act and the Regulations.



#### Section 4 – Tax Increment Exemption

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

A. Base Value. \$516,800.00. This figure is the Preliminary Value as of July 1, 2023. To the extent this value differs from the final Appraised Value of the property for Fiscal Year 2025 as approved by the Commonwealth, the Base Value shall be adjusted accordingly.

B. MRRU Percentage. 100 per cent. The MRRU Percentage shall be confirmed as required in paragraph F, below.

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

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

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

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

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

#### Section 5 – Default

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

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

2) Breach of Covenant Subsequent to Final Certification. Subject to the limitations set forth in the Regulations at section 66.05(5), and as determined by DHCD, Sponsor’s conduct is materially at

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

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

**B. Rights on Default.**

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

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

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

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

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

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

**Section 6 – Miscellaneous**

A. Effective Date. The effective date of the HD TIE shall be July 1st of the first Fiscal Year following DHCD’s Final Certification of the HD Project pursuant to the requirements of the Act and the Regulations, which date is anticipated to be July 1, 2025.The Effective Date shall be confirmed as required under Section 4.F, above.

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

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

- 1) Until Completion, the status of construction in relation to the schedule contained in the Rehabilitation Plan;
- 2) Until Completion, the status of marketing in relation to the Rehabilitation Plans; and
- 3) For each MRRU, the number of bedrooms in the unit, whether it was leased as of the end of the most recent fiscal year and the monthly rent charged.

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

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

1) Municipality: City of Pittsfield Department of Community Development, 70 Allen Street, Room 205, Pittsfield, MA 01201

Email: jdodds@cityofpittsfield.org

2) Sponsor: 786 Holdings LLC, 235 East Street Suite A, Pittsfield, MA 01201

Email: fz@amgmt.net

3) Copy to DHCD: All such notices shall be copied to DHCD at:

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

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

giving notice.

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

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

[SIGNATURES ON NEXT PAGE]

City of Pittsfield

**786 Holdings LLC**

By: \_\_\_\_\_, a Massachusetts  
General Partnership, its Manager

\_\_\_\_\_  
By: Linda M. Tyer, Mayor

\_\_\_\_\_  
By: \_\_\_\_\_, Partner of \_\_\_\_\_, a  
Massachusetts General Partnership

\_\_\_\_\_  
By: Peter M. Marchetti, City Council President

### EXHIBIT 1 MAP OF PROPERTY



## EXHIBIT 2

### DESCRIPTION OF PROPERTY

**Parcel 1.** Beginning at a point in the westerly line of Wendell Avenue at the northeast corner of land formerly owned by one Lucy P. Clapp and at the southeast corner of land hereby conveyed: running thence northerly along said Wendell Avenue, about, one hundred twenty-five (125) feet to the point of intersection of the westerly line of Wendell Avenue with the southerly line of East Housatonic Street;

thence westerly along the southerly line of East Housatonic Street, four (4) rods;  
thence southerly in a line parallel with the course first run to a point in the northerly line of said land formerly of Lucy P. Clapp, four (4) rods westerly in said line from the point of beginning;  
thence easterly in said northerly line of land formerly of Lucy P. Clapp, four (4) rods to the place of beginning.

Together with all my right, title and interest in and to said Wendell Avenue and said East Housatonic Street adjacent to the center lines thereof,

**Parcel 2.** Beginning at a point in the westerly line of Wendell Avenue at the southeast corner of the premises to be conveyed and at the northeast corner of land now or formerly of Frank D. Taylor and running, thence westerly in the north line of said Taylor's land eight (8) rods;

thence northerly in the easterly line of land late of John C. West, deceased, and parallel with said westerly line of Wendell Avenue four (4) rods;

thence easterly in a line parallel with the first described line eight (8) rods to said westerly line of Wendell Avenue;

thence southerly in said westerly line of Wendell Avenue four (4) rods to the place of beginning.

**Parcel 3.** Beginning at the southeasterly corner of the premises which were conveyed to the South Building Corporation by the South Street Inn, Inc., by Quitclaim Deed dated December 1, 1952, and recorded in the Berkshire Middle District Registry of Deeds in Book 591, Page 556&c

thence northerly along a portion of the easterly line of said premises conveyed to the South Building Corporation by the South Street Inn, Inc., as aforesaid, a distance of sixty-six (66) feet;

thence westerly along a portion of the northerly line of said premises conveyed to the South Building Corporation by the South Street Inn, Inc., as aforesaid, said line being also a portion of the southerly line of the premises which were conveyed to the South Building Corporation by Francis J. Quirico by Quitclaim Deed dated December 1, 1952, and recorded in said Registry of Deeds in Book 591, Page 555, a distance of seventy and five tenths (70.5) feet to a point;

thence deflecting to the left, thirty-seven (37) degrees and forty-five (45) minutes and running southwesterly a distance of seventeen (17) feet to an iron pin;

thence deflecting to the left fifty-two (52) degrees and fifteen (15) minutes, and running southerly a distance of fifty-four (54) feet to a point in the southerly line of said premises conveyed to the South Building Corporation by the South Street Inn, Inc., as aforesaid; and

thence easterly along a portion of said southerly line of said premises conveyed to the South Building Corporation by the South Street Inn, Inc., as aforesaid, a distance of eighty-two and five tenths (82.5) feet to the place of beginning.

**Parcel 4.** The right and easement, in fee simple, to use a certain strip of land running from the southerly line of East Housatonic Street to the northerly line of the premises described as "Parcel 3" of this deed, said strip of land being eleven (11) feet in width, and the center line of said strip being parallel to and two hundred fifty-eight (258) feet easterly from the easterly line of South Street.

Parcel 3 is conveyed with the benefit of and subject to the easements set forth in the deed of the South Building Corporation to George R. Horrigan and Frank J. Van Buskirk and also subject to the restrictions set forth in said deed.

Being all and the same premises conveyed to Marianne Creran dated March 8, 1977 and recorded in the Berkshire Middle District Registry of Deeds in Book 986, Page 598. Marianne Creran passed away on June 21, 2022. See Death Certificate filed with the Berkshire Probate Court Docket No. BE22P0727EA.

### EXHIBIT 3

#### MARKET RATE RESIDENTIAL UNITS – PRICING PLAN

HDIP AMI: \$43,489, as may be amended from time to time consistent with changes in the Pricing Area.

Pricing Area: The City of Pittsfield

Proposed Initial  
Monthly Rent:

1 studio apartment \$999 391 square footage; 1 bedroom apartment @\$1,125 404 square  
footage; 1 bedroom apartment @\$1,125 419 square footage; 1 bedroom apartment @\$1,125 436  
square footage; 1 bedroom apartment @\$1,125 446 square footage; 1 bedroom apartment @\$1,125  
447 square footage; 2 1 bedroom apartment @\$1,125 454 square footage; 1 bedroom apartment  
@\$1,125 457 square footage; 1 bedroom apartment @\$1,125 462 square footage; 1 bedroom apartment  
@\$1,125 467 square footage; 1 bedroom apartment @\$1,125 470 square footage; 1 bedroom apartment  
@\$1,125 474 square footage; 1 bedroom apartment @\$1,125 517 square footage; 1 bedroom apartment  
@\$1,125 540 square footage; 1 bedroom apartment @\$1,125 524 square footage; 1 bedroom apartment  
@\$1,125 526 square footage; 1 bedroom apartment @\$1,125 553 square footage; 1 bedroom  
apartment @\$1,125 5630 square footage; 1 bedroom apartment @\$1,125 599 square footage; 1  
bedroom apartment @\$1,125 654 square footage; 1 2 bedroom apartment @\$1,225 540 square  
footage; 1 2 bedroom apartment @\$1,225 604 square footage; 2 2 bedroom apartment @\$1,225 657  
square footage; 1 2 bedroom apartment @\$1,225 805 square footage; 1 2 bedroom apartment @\$1,225  
802 square footage; 1 2 Bedroom apartment @\$1,225 838 square footage



**EXHIBIT 4**

**TAX INCREMENT EXEMPTION – CONFIRMATION OF CALCULATION**

In connection with the Tax Increment Exemption Agreement dated \_\_\_\_\_, 20\_\_\_\_ by and between the City of Pittsfield, and \_\_\_\_\_, 786 Holdings LLC with an address at 235 East Street Suite A, Pittsfield, MA, with respect to the property at 100 Wendell Avenue (the “Agreement”), the parties hereby confirm the following elements of the Agreement. Unless otherwise stated, capitalized terms have the meaning set forth in the Agreement.

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

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

City of Pittsfield

AM Management LLC

By: \_\_\_\_\_

\_\_\_\_\_

By: Linda M. Tyer, Mayor

\_\_\_\_\_

By:

\_\_\_\_\_

By: \_\_\_\_\_, City Council President

Dated: \_\_\_\_\_

100 WENDELL AVE  
H080007107

**REAL ESTATE TAX FOR ESTIMATING PURPOSES ONLY**

<b>Base Value - 2024</b>		\$	516,800
Commercial Value	100%	\$	516,800
Commercial Tax (\$40.19/1000)		\$	20,770
<b>Total 2023 Property Tax (Base Only)</b>		\$	<b>20,770</b>
<b>Market Value At Completion - 2024</b>		\$	1,836,700
Residential Value	100%	\$	1,836,700
Residential Tax (\$18.78/1000)		\$	34,493
<b>Total Property Tax Year 2024</b>		\$	<b>34,493</b>

Commercial Tax Rate 2021	*Residential Tax Rate Escalation
*40.19	18.78
	19.25
	19.73
	20.22
	20.73
	21.25
	21.78
	22.32
	22.88
	23.45
	24.04

FY2024	Base Value	Tax Liability
	\$516,800	\$20,770

Years Following Construction	Base Value	*Market Value	Market Value Mlnus Base	Increment Value	Percentage	Increment Value Taxed	Total Value Subject to Taxation (C+G)	**Tax Rate per (1,000) of Value	TIF Tax Liability	Tax Liability W/Out TIF	Savings	TIF Tax Savings Percentage	Total Savings
FY2025	\$ 516,800	\$ 1,836,700	\$ 1,319,900	\$ 1,319,900	100	\$ -	\$ 516,800	0.01878	\$9,706	\$34,493	\$24,788	72%	
FY2026	\$ 516,800	\$ 1,836,700	\$ 1,319,900	\$ 1,187,910	90	\$ 131,990	\$ 648,790	0.01925	\$12,489	\$35,356	\$22,887	65%	\$147,087 Total TIF Savings
FY2027	\$ 516,800	\$ 1,836,700	\$ 1,319,900	\$ 1,055,920	80	\$ 263,980	\$ 780,780	0.01973	\$15,405	\$36,239	\$20,834	57%	
FY2028	\$ 516,800	\$ 1,836,700	\$ 1,319,900	\$ 923,930	70	\$ 395,970	\$ 912,770	0.02022	\$18,460	\$37,145	\$18,686	50%	Total Tax Paid
FY2029	\$ 516,800	\$ 1,836,700	\$ 1,319,900	\$ 791,940	60	\$ 527,960	\$ 1,044,760	0.02073	\$21,657	\$38,074	\$16,417	43%	
FY2030	\$ 516,800	\$ 1,836,700	\$ 1,319,900	\$ 659,950	50	\$ 659,950	\$ 1,176,750	0.02125	\$25,003	\$39,026	\$14,023	36%	
FY2031	\$ 516,800	\$ 1,836,700	\$ 1,319,900	\$ 527,960	40	\$ 791,940	\$ 1,308,740	0.02178	\$28,503	\$40,002	\$11,498	29%	
FY2032	\$ 516,800	\$ 1,836,700	\$ 1,319,900	\$ 395,970	30	\$ 923,930	\$ 1,440,730	0.02232	\$32,162	\$41,002	\$8,839	22%	
FY2033	\$ 516,800	\$ 1,836,700	\$ 1,319,900	\$ 263,980	20	\$ 1,055,920	\$ 1,572,720	0.02288	\$35,986	\$42,027	\$6,040	14%	
FY2034	\$ 516,800	\$ 1,836,700	\$ 1,319,900	\$ 131,990	10	\$ 1,187,910	\$ 1,704,710	0.02345	\$39,982	\$43,077	\$3,096	7%	

\*ASSUMING MARKET VALUE REMAINS CONSTANT  
\*\*TAX RATES ARE ESTIMATED AND ESCALATED AT 2.5%



RECEIVED-CITY CLERK  
CITY OF PITTSFIELD, MA  
2024 JAN 16 AM 10:30

# City of Pittsfield

January 16 2024

To the City Council of the City of Pittsfield:-

The undersigned respectfully

request the installation of solar powered flashing stop signs or similar solutions at the intersection of Highland at Hancock Road and the crossing of Lakeway at Valentine Road.

*Rhonda Lee Serre*

*Kathleen Amuso*



# City of Pittsfield

RECEIVED-CITY CLERK  
CITY OF PITTSFIELD, MA

2024 JAN -5 AM 9:14

January 5, 2024

To the City Council of the City of Pittsfield:-

The undersigned respectfully

by  
Alex Blumin

## Petition

I, Alex Blumin, resident of Ward 2 of Pittsfield, MA ask City Councilors to establish city's supplemental mattress recycling program to support low income and poverty level residents to pay \$55 service fee per mattress as new State mandatory requirement described at <http://order.toughstuffrecycling.com>.

Low income people obviously will not pay \$55 to get rid of old mattress, as they need to feed their families. Please, find local funds and/or ask Mayor's help.

Respectfully submitted by

Alex Blumin  
16 Hamlin St, Pittsfield, MA 01201  
blum037@yahoo.com



RECEIVED-CITY CLERK  
CITY OF PITTSFIELD, MA

2024 JAN 17 PM 1:00

January 17, 2024

To the City Council of the City of Pittsfield:

The undersigned respectfully

Respectfully submit a petition requesting the Mayor use one million dollars of free cash for stormwater infrastructure work within in the city.

*Earl G Persip III*

---

Earl G Persip III  
City Councilor At Large



# City of Pittsfield

RECEIVED-CITY CLERK  
CITY OF PITTSFIELD, MA

2024 JAN 17 PM 12:54

January 16 20 24

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Requests that Mayor Peter Marchetti reinstitute the ARPA quarterly status reports.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ken G. Warren Jr.", is written over a horizontal line. Below the line, the name and title are printed.

Kenneth G. Warren Jr.  
Ward 1 City Councilor



# City of Pittsfield

RECEIVED-CITY CLERK  
CITY OF PITTSFIELD, MA  
2024 JAN 17 PM 12: 54

January 16 20 24

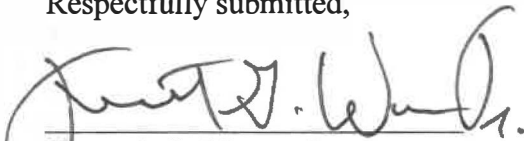
To the City Council of the City of Pittsfield:-

The undersigned respectfully

Requests that the City Council accept the statute MGL Chapter 59§ 5N which gives an option for veterans to be able to work off a portion of their property tax. Reference is made to the statute for the exact wording or the "Taxpayers Guide to Local Property Tax Exemptions for Veterans".

Our City should offer every benefit it is authorized to those who have sacrificed in the protection of our freedoms and service of our country.

Respectfully submitted,

  
Kenneth G. Warren Jr.  
Ward 1 City Councilor

\_\_\_\_\_  
James Conant  
Ward 4 City Councilor



# City of Pittsfield

RECEIVED-CITY CLERK  
CITY OF PITTSFIELD, MA  
2024 JAN 17 PM 12:54

January 16 20 24

To the City Council of the City of Pittsfield:--

The undersigned respectfully

Requests that the City address the misunderstanding & misinformation of the residents concerning the amount and use of the local cannabis fee revenues. Toward that end I recommend the following:

1. That the City direct all the proceeds to be deducted from the amount needed to satisfy the tax levy thereby providing a yearly amount to be directly used for property tax relief.  
*(Editorial Comment: which is what people expected and/or wanted.)*
2. That the City allocate all or a portion of the funds that have accrued since the implementation of the local cannabis fee towards this year's tax levy.
3. That the City communicate all the information about the local cannabis fee revenue in one location on the city's website home screen in order that it be readily available and no unnecessary searching is required. This should include the yearly amounts and where it is allocated along with source reference information citation to the city's budget in case someone wants to research this more closely. It should also have a balance of any of the accounts which these funds have been collected. As always communication and transparency are the guiding principles.

This proposal could provide at least \$1 million or more towards property tax relief a.k.a. "close to level funding" for FY 2024.

This petition should be referred to the Finance Committee to explore the implementation of some or all of the provisions.

Respectfully submitted,

Kenneth G. Warren Jr.  
Ward 1 City Councilor





# City of Pittsfield

RECEIVED-CITY CLERK  
CITY OF PITTSFIELD, MA  
2024 JAN 17 PM 12:54

January 16 20 24

To the City Council of the City of Pittsfield:-

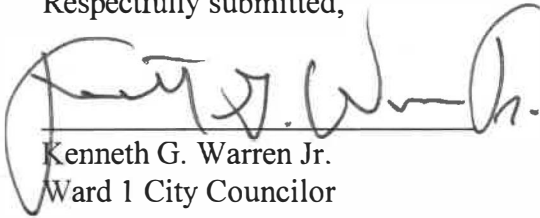
The undersigned respectfully

Requests that the City Council consider for approval the attached resolution which was presented to us by Thomas Irwin at our last meeting.

It is an interesting proposal that merits review and possible approval. I believe that this should be "fleshed out" at a committee hearing

Therefore I recommend that this petition be referred to the Public Services and Utilities Committee.

Respectfully submitted,



Kenneth G. Warren Jr.  
Ward 1 City Councilor