



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

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2023 OCT 19 AM 9:45

October 24, 2023, at 6:00 p.m.

AGENDA

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

APPOINTMENTS

3. A communication from Mayor Tyer reappointing Kamaar Taliaferro and Michael McCarthy to the Affordable Housing Trust
4. A communication from Mayor Tyer appointing Carrie Wright to the Community Preservation Committee

COMMUNICATIONS FROM HER HONOR THE MAYOR

5. A communication from Mayor Tyer submitting an Order to accept a grant of funds in the amount of \$59,979.25 from the Massachusetts Executive Office of Public Safety and Security-National Highway Traffic Safety Division
6. A communication from Mayor Tyer submitting an Order to accept a grant of funds in the amount of \$35,071.00 from the United States Department of Justice, Bureau of Justice Assistance for the FY24 Edward Bryne Justice Assistance Grant
7. A resolution from Mayor Tyer on a petition from Councilor Kavey and Phil Massery requesting to recognize the Fifth of September as the official birthday of baseball
8. A communication from Mayor Tyer on a petition from Councilors Warren, Conant, and Kalinowsky requesting to honor those who have served in the military during wartime
9. A communication from Mayor Tyer submitting an Order amending the Housing Development Zone and an Order for a ten-year Tax Increment Exemption for 100 Wendell Avenue
10. A communication from Mayor Tyer submitting six (6) Order and documents related to the Pittsfield Municipal Airport's solar project with Oak Leaf Solar XVI, LLC

REPORTS OF COMMITTEES

A Report from the Traffic Committee

11. A report from the Traffic Committee on a communication from City Engineer, with a traffic order to reserve the four (4) parking spaces on McKay Street for State Police, recommending to approve 2/1

12. A report from the Traffic Committee on a communication from City Engineer, with a traffic order establishing official stop signs on Taconic Street, recommending to approve 3/0

UNFINISHED BUSINESS

13. A communication from Mayor Tyer submitting an Order to grant a Conservation Restriction to the Berkshire Natural Resources Council, Inc.
14. A petition from Councilor Kronick requesting an independent audit of the ARPA fund by an outside firm

NEW BUSINESS

15. A petition from Councilor Kronick requesting a special meeting to hear both the FY2022 Audit and the Pittsfield Single Audit Report
16. A petition from Councilors Warren and Kronick requesting the council clarify the requirement that a single audit be done annually for federal funds
17. A petition from Councilors Warren and Kronick requesting to comply with Section 7-6 of said Article 7 of Section 22 of Chapter 72 of the Acts of 2013 requiring an annual vote of the City Council to designate an independent auditor
18. A petition from Councilor Kronick requesting to condemn the terrorist atrocities inflicted upon the people of Israel by the terrorist group, Hamas

MATTERS TENTATIVELY REFERRED BY THE PRESIDENT UNDER RULE 27

Referred to the Commissioner of Public Services

19. A petition from Councilors Kronick, Marchetti and Persip to review the entire California Avenue project and plan its repair
20. A petition from Craig Gaetani requesting an update on the drinking water and sewer treatment plants

Referred to the Health Director

21. A petition from Councilor Kronick requesting to enforce landscaping ordinances pertaining to the front yard to the street at 23 Elberon Avenue

Referred to the Public Health and Safety Committee

22. A petition from Councilor Kronick requesting to schedule a public presentation by MassDEP on the state of the 2023 PCB testing at the GE site

Referred to the Mayor, Homeless Advisory Committee, and Service Net

23. A petition from Councilor Warren and Kalinowsky requesting follow-up or expansion on community outreach with the city's homeless

Referred to the Traffic Commission

24. A request from the City Engineer requesting speed signs to be placed on California Avenue along its length facing both ways

Referred to the Ordinances & Rules Committee

25. A petition from Councilor Warren and Kronick requesting to draft an ordinance if any city employee violates a charter provision dealing with finances shall be subject to discipline and loss of wages

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

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

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

Absent: Councilor Maffuccio

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

The Mayor welcomed all who are Hispanic Heritage to join her at the podium and gave the following proclamation.

WHEREAS, National Hispanic Heritage Month begins on September 15th, the national Independence Day for many Latin American Countries, followed by Mexico's national Independence Day on the 16th, Chile's on the 18th and Belize's on the 21st and ends one month later on October 15th; and

WHEREAS, the theme of the 2023 National Hispanic Heritage Month is "Todos Somos, Somos Uno: We Are All, We Are One" recognizing that the contributions made by different groups of people is an important first step to creating a society built upon mutual respect and admiration for different races, ethnicities, religions and more; and

WHEREAS, the observation started in 1968 as Hispanic Heritage Week under President Lyndon B. Johnson and was expanded by President Ronald Reagan on August 17, 1988 to cover a 30-day period starting on September 15th and ending on October 15th; and

WHEREAS, the City of Pittsfield recognizes and honors the contributions of all members of our city and invites the community to celebrate the rich cultural heritage and contributions of its citizens of Hispanic American descent;

NOW, THEREFORE, I, Linda M. Tyer, Mayor of the City of Pittsfield, on behalf of its citizens and city officials, do hereby proclaim the dates of September 15th to October 15th to be Hispanic Heritage Month and call upon the residents of our beautiful city to honor, affirm and celebrate the diversity that makes us truly great.

Dated this 10th day of October 2023. The Honorable Linda M. Tyer, Mayor of Pittsfield

AGENDA

The microphone was open to the public:

Francis Carol, 450 Churchill Street spoke on behalf of the residents of Churchill Street and item 21 and hopes the Council will support.

Courtney Gilardi, 17 Alma Street, thanked the councilors who passed the petition unanimously on a resolution to oppose H.R. 3557, the American Broadband Act of 2023 and the city's Digital Equity team with an overview of the digital equity planning project.

Alex Blumin, 16 Hamlin Street asked the Chief to reinstate the Neighborhood watch program and the petitions submitted by Councilor Maffuccio and Councilor Kronick.

Approval of the September 26, 2023, minutes. *Councilor Sherman made a motion to approve carried by a unanimous vote of the ten members present.*

APPOINTMENTS

A communication from Mayor Tyer reappointing Tonya Frazier to the School Building Needs Commission. *Councilor Sherman made a motion to approve carried by a unanimous vote of the ten members present.*

A communication from Mayor Tyer reappointing Kas Maroney, Florian Ptak, and Sally Soluri to the Pittsfield Cultural Council. *Councilor Sherman made a motion to approve carried by a unanimous vote of the ten members present.*

A communication from Mayor Tyer reappointing Pamela L. Knisley and Charles F. Sawyer to the Berkshire Athenaeum Trustees. *Councilor Sherman made a motion to approve carried by a unanimous vote of the ten members present.*

COMMUNICATIONS FROM HER HONOR THE MAYOR

A communication from Mayor Tyer on a presentation from members of the city's Digital Equity team with an overview of the digital equity planning project. Director Michael Obasohan introduced the Digital Equity team. Chief Information Officer Zawistowski. This is Phase 1 of a Municipal Digital Equity Plan. There is a survey that can be taken by a link online or here in person at city hall. Wiley Goodman, senior planner with Berkshire Regional Planning Commission spoke on the Digital Equity Plan. Pittsfield is the first city that BRPC is working with along with 13 other communities. Hand written notes were shown on the slide from residents at the food pantry and the library. Data collection was the first step. Households without computer access were in the downtown, Westside, Crane Ave, Cheshire Rd and Dalton Avenue. Several households that do not have internet is in the Downtown, Crane Ave, Cheshire Rd and Dalton Avenue. They are a staff of three and asked the council to be a voice to help get the word out. Pittsfield has the highest response rate throughout the state. Some of the questions asked in the survey are; do you have internet service in your home, how well does your home internet service work, how hard is it for you to pay your internet bill, have you heard about the Affordable Connectivity Program that provides discounted internet service for low-income households. The following website is available for all at: bit.ly/Internet4all. Councilor Kavey stated that 400 responses out of 19,000 households does not seem like a large response. Mr. Zawistowski stated there is a lot of outreach that has to be done and encourage people to contact them. *Councilor Sherman made a motion to approve carried by a unanimous vote of all ten members present.*

A communication from Mayor Tyer submitting an Order authorizing the City of Pittsfield to enter into a Traffic Control Agreement with the Massachusetts Department of Transportation. *Councilor Sherman made a motion to approve the order carried by a unanimous vote of the ten members present.*

A communication from Mayor Tyer submitting an Order to accept a grant of funds in the amount of \$17,500.00 from the Massachusetts Department of Environmental Protection. *Councilor Sherman made a motion to approve the grant. Councilor Kalinowsky asked the Commissioner if some of the funds can be used to help supplement the cost of disposing of mattresses. The motion to approve carried by a unanimous vote of the nine members present, Councilor Kavey out of the room.*

A communication from Mayor Tyer submitting an Order to accept a grant of funds in the amount of \$5,842.66 from the Massachusetts Interlocal Insurance Association. *Councilor Sherman made a motion to approve the grant carried by a unanimous vote of the nine members present, Councilor Kavey out of the room.*

A communication from Mayor Tyer submitting an Order to pay a previous year expense in the amount of \$10,483.43. *Councilor Sherman made a motion to approve. Councilor Kalinowsky asked the Commissioner if a purchase order was required. The Commissioner stated a PO is required. At the time this took place it was not part of the job description, however, they are updating job descriptions and including paying for the licenses. Councilor Persip asked why the \$9,000 invoice is included as it was billed in June. The Commissioner stated it was closed by mistake as the P.O. was open and it should have been encumbered as a holdover. Councilor Persip asked Director Kerwood to explain the process of closing out P.O.'s. Councilor Persip shared his frustration. Councilor White asked the Mayor about this item. The Mayor stated that she shares the Council's frustration as she and they are putting controls in place to prevent this from happening in the future. Councilor Lampiasi asked the Mayor if we are looking to tighten internal controls. The Mayor stated this is an opportunity to have more intense training to understand more in depth internal controls, the process in managing the day to day budget and especially the end of year process. Councilor Kronick asked Director Kerwood when he saw this invoice. The director stated he only saw the invoice when it came out in the council packet and he explained the invoice process. Councilor Kronick asked the Mayor what the Business Manager does. The Mayor stated a business manager is one who handles millions of dollars within their budget. Councilor Warren asked where the funds will come from. Director Kerwood stated it will come from the FY24 budget. Councilor Warren asked if there needs to be a 2/3 vote as stated in Chapter 44, Section 64. The Director stated it does. Attorney Pagnotta stated that the city accepted MGL Chapter 44, Section 64 requiring two thirds vote. The motion to approve was carried by a unanimous vote of the ten members present.*

COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND BOARDS

A communication from the City Clerk on (2) two Orders: 1. authorizing the issuance of the warrant for the General Election to be held on Tuesday, November 7, 2023, and 2. Designating polling locations and hours and police detail for said election. *Councilor Sherman made a motion to approve the first Order. President Marchetti made a motion that the warrant will include the non-binding ballot question. The amendment was carried by a unanimous vote of all ten members present. The motion to approve the first Order was carried by a unanimous vote of all ten members present. Councilor Sherman made a motion to approve the second Order carried by a unanimous vote of the ten members present.*

REPORTS OF COMMITTEES

A Report from the Ordinances and Rules Committee

A report from the Ordinances and Rules Committee on an Ordinance to amend Chapter 16-15, overtime to align with language contained in the collective bargaining agreements, recommending to approve 5/0. *Councilor Sherman made a motion to accept the report carried by a unanimous vote of the nine members present, Councilor Warren out of the room. Councilor Sherman made a motion to Ordain carried by a unanimous roll call vote.*

A report from the Ordinances and Rules Committee on an Ordinance to adjust the work hours for the Emergency Co-Responders from 35 to 37.5 hours per week, recommending to approve 5/0. *Councilor Sherman made a motion to accept the report carried by a unanimous vote of the ten members present. Councilor Sherman made a motion to Ordain carried by a unanimous roll call vote.*

A report from the Ordinances and Rules Committee on a petition from Councilor Warren requesting to amend Rule 27 by changing the word "may" to "shall", recommending to amend the threshold from \$75,000.00 to \$250,000.00 and approve 5/0. *Councilor Warren made a motion to accept the committee report carried by a unanimous vote of all ten members present. Councilor Warren made a motion to approve. Councilor Kalinowsky questioned raising the amount to \$250,000 and made a motion to reduce the amount to \$150,000. Councilor Kronick stated that he is in agreement with Councilor Kalinowsky. Councilor Lampiasi believes \$250,000 is a reasonable number based on the inflation rate. Councilor Persip will not support the amended amount. The motion to amend to \$150,000 failed 2/7 with Councilors Kalinowsky and Kronick in favor. The motion to change may to shall was carried by a unanimous vote. The motion to increase the amount from \$150,000 to \$250,000 was carried by a 8/2 vote with Councilors Kalinowsky and Kronick in opposition.*

A report from the Ordinances and Rules Committee on a petition from Councilor Warren requesting a report from the Building Commissioner on the Specialized Opt-In Energy Code. *Councilor Warren made a motion to accept the committee report and place it on file carried by a unanimous vote of all ten members present.*

The following remained tabled and noted a community meeting will take place on Monday, October 16th here in Council Chambers.

UNFINISHED BUSINESS

A communication from Mayor Tyer submitting an Order to grant a Conservation Restriction to the Berkshire Natural Resources Council, Inc.

NEW BUSINESS

A petition from Councilor Kronick requesting the City Council appeal the Zoning Board of Appeals decision approving a special permit for Cloud9 Cannabis retail in the Allendale Shopping Center.

Councilor Kronick stated this is highly unusual license as most cannabis retail sights are stand alone buildings and should not be in a shopping center and requests the council appeal the decision of the ZBA. President Marchetti asked Attorney Pagnotta what the process to appeal would be. Attorney Pagnotta stated the City Council is permitted to appeal a special permit by filing a suit in court, there would be a hearing on the matter. The permit is not a variance as long as the requirements have been met. President Marchetti clarified; a) this is a court matter, b) there must be a problem with the process. Attorney Pagnotta stated this is a use allowed by special permit and must be filed by October 18th. *Councilor Kronick made a motion to refer to the solicitor to file an appeal.* Councilor Warren asked Councilor Kronick if he went to the meeting, he did not. He then asked if he received opposition. Councilor Kronick stated some residents of ward 2 were in opposition. Councilor Persip asked the Mayor if there are any rules that prohibit liquor stores in shopping malls. The mayor did not have the answer to that question. She requested the council not to appeal special permit for this cannabis establishment and the council support this business. It is the first establishment that meets the social equity requirements of the Cannabis Control Commission regulations that allow communities to seek out social equity applicants who want to open cannabis establishments. Councilor Persip thought this was an odd location. Mayor Tyer said this is not the first to be in a shopping area as there is one in a strip mall on East Street. The Mayor said if this Ordinance is troubling to the council they could amend it. Councilor Kavey said there are cannabis and liquor stores in shopping/strip malls. The Mayor stated we have 17 or 18 cannabis establishments so we have slowed the pace. However, she does not have a moratorium on social equity applications. Councilor Lampiasi asked if cultivation would be on site. The Mayor does not know if it is based on size it does not seem possible. Councilor Lampiasi spoke to one business whose only concern was the possibility of odor. Kids do not have access. The Mayor stated there are devices where you have to show an id, get buzzed in to a different room. *The motion to refer to the solicitor to appeal failed by a 1/9 vote with Councilor Kronick in favor.*

A petition from Councilor Kronick requesting an independent audit of the ARPA fund by an outside firm. *Councilor Kronick made a motion to request an independent audit of the ARPA fund.* Councilor Kronick requested the audit to build public awareness, transparency, increase accountability, and monitor compliance of eligible users. Councilor Warren stated this has already been done by an independent auditor. He asked that the Charter Review Committee review. Councilor Sherman stated that he would like to review the current audit that has been done before approving to have another independent audit. Councilor Persip said to show him proof that the current auditor has done something wrong as they can be friendly to your face, but they don't bend the rules for anyone. *Councilor Kronick made a motion to table carried by a unanimous vote of all ten members present.*

MATTERS TENTATIVELY REFERRED BY THE PRESIDENT UNDER RULE 27

Referred to the Commissioner of Public Services

A petition from Councilor Maffuccio requesting an update on the property located at 108 and 110 Linden Street at the October 24, 2023 meeting.

A petition from Councilor Lampiasi and Councilor Kavey requesting an investigation and a comprehensive report regarding the feasibility and implications of an alternative traffic pattern at the intersection of West Street and Center Street.

A petition from Councilor Lampiasi and residents of Churchill Street requesting the area between 450 and 507 Churchill Street to be resurfaced before winter.

A petition from Councilor Lampiasi requesting for the installation of a solar LED Speed Radar sign along outer West Street in the vicinity of 1180-1218 West Street. Councilor Lampiasi took this off the table to add signatures of residents in the West Street area to the record and thanked the Chief for getting a radar sign in the area.

A petition from Councilor Kronick requesting to address PittSMART tickets pertaining to tree trimming dating back to 2022.

Referred to the Health Director

A petition from Councilor Maffuccio requesting an update on the property located at 242-244 Wahconah Street at the October 24, 2023 meeting.

A petition from Councilor Maffuccio requesting a check on the property located at 25 Danforth Avenue for blight and an update at the October 24, 2023 meeting.

Referred to the Police Chief

A petition from Alex Blumin requesting to reinstate the Neighborhood Watch Program. Councilor White requested to clarify some inaccuracies with the petition. The program did not collapse years ago with his retirement as he worked very closely with Officer Ortiga. It has been taken over by Safety Officer Derby. If anyone wishes to have a neighborhood watch program the information is on the police department website to form a watch program.

Referred to the City Council President

A petition from Councilor Kronick scheduled a public presentation from Scanlon Associates of the 2022 Annual Independent Audit in October.

Referred to the Traffic Commission

A request from the City Engineer requesting to remove the no parking ordinances on the following streets: California Ave, Maryland Ave, and Allendale Ave.

Referred to the City Solicitor and the Ordinances & Rules Committee

A petition from Councilor Warren requesting the Solicitor review the public records law and to refer to the Ordinances & Rules Committee. Councilor Warren wanted to highlight this as they are having difficulty in getting responses as some are over a year. He believes that the council

does not need to make a public records request as we are entitled to get this information. He would like the support of the council on this matter.

8:08 p.m. Councilor Sherman made a motion to adjourn the City Council meeting carried by a 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 • 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,

It is my sincere privilege to submit herewith for your consideration the following reappointments to the Affordable Housing Trust for terms expiring on October 24, 2025.

Kamaar Taliaferro 78 Howard Street, Pittsfield, MA

Michael McCarthy 16 Meadow Ridge Drive, Pittsfield, MA

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/mwc



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

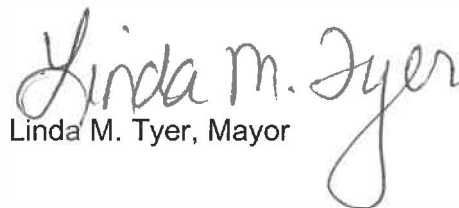
October 17, 2023

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

Dear Councilors,

It is my sincere privilege to submit herewith for your consideration the appointment of Carrie Wright of 191 Pomeroy Avenue, Pittsfield to the Community Preservation Committee for a three-year term ending October 24, 2026.

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 Tyer
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Mayor Tyer,

This is to request the appointment of Carrie Wright for a three year term to Community Preservation Committee.

Attached is a short biography describing Ms. Wright's work experience and conveying her interest in serving on the Community Preservation Committee.

Sincerely,

A handwritten signature in black ink, appearing to read "Justine Dodds".

Justine Dodds
Community Development Director

October 16,2023

To Whom It May Concern,

I am interested in being considered for the City's Community Preservation Committee and as a representative on the Affordable Housing Trust.

After graduating from the Colorado Institute of Art with a Commercial & Fine Art of Photography degree, I moved to Brooklyn, then Tucson, but the Berkshires called me home. The Berkshires constantly inspires me and has so much to offer, so it was important to me to raise my family here. With my vast knowledge of local neighborhoods and rich history working in the community. I bring an extensive and successful network, insightful creativity, and a unique perspective to the business—with a multifaceted background as a marketing director, combined with a curator, art educator, and gallery manager. I currently serve on the board of the Berkshire Art Association. With my creative marketing background, I can help provide clients with innovative strategies that allow properties to radiate and effectively depict their true value. I am committed to working with clients from start to finish, ensuring the entire process is as efficient and enjoyable as possible. My can-do personality attracts an array of people, and my natural ability to connect and converse with individuals provides an ever-expanding network. I love unique architecture and creative design, and am passionate about helping my clients find their true homes.

As far as housing, I see firsthand what is available. I would be honored to serve on the committee and the board to help our community become a better place to live, thrive, and inspire. If we love where we live, it shows!

Thank you kindly,

Carrie Lobovits Wright



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

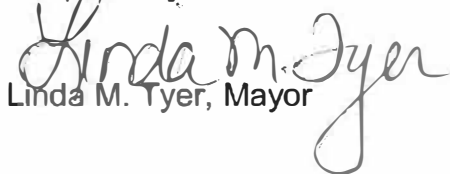
October 17, 2023

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 to accept a grant of funds in the amount of \$59,979.25 from the Massachusetts Executive Office of Public Safety and Security-National Highway Traffic Safety Division.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/mwc
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

October 16, 2023

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

Dear Mayor Tyer,

Submitted for your consideration is an authorization requesting that the City of Pittsfield accept a FY24 Municipal Road Safety Program Grant in the amount of \$59,979.25 from the Massachusetts Executive Office of Public Safety and Security-National Highway Traffic Safety Division to the Pittsfield Police Department.

Respectfully submitted,

A handwritten signature in cursive script that reads "Thomas C. Dawley".

Thomas C. Dawley
Chief of Police

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

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A FY24 MUNICIPAL ROAD SAFETY PROGRAM GRANT OF FUNDS IN THE AMOUNT OF \$59,979.25 FROM THE MASSACHUSETTS EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY– NATIONAL HIGHWAY TRAFFIC SAFETY DIVISION

Ordered:

That the City of Pittsfield, acting through its Mayor and City Council, and pursuant to M.G.L. Chapter 44, Section 53A, is hereby authorized to accept a FY24 Municipal Road Safety Program Grant in the amount of \$59,979.25 from the Massachusetts Executive Office of Public Safety and Security –National Highway Traffic Safety Division 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

October 16, 2023

Chief Thomas Dawley
Pittsfield Police Department
39 Allen Street
Pittsfield, Ma 01201

Dear Chief Dawley,

Congratulations! We are pleased to inform you that the **Pittsfield Police Department** has been awarded **\$59,979.25** in **National Highway Traffic Safety Administration** funds from the Office of Grants and Research (OGR) to support the ***Municipal Road Safety Program***.

Additional correspondence, including all the documents necessary to execute this grant award will be forthcoming. In the meantime, if you have any questions, please contact Ms. Kerrie Mahoney, OGR Program Coordinator at kerrie.l.mahoney@mass.gov.

Once again, congratulations and thank you for the work you do to keep Massachusetts roads safe for everyone.

Sincerely,

A handwritten signature in black ink that reads "M. T. Healey". The signature is fluid and cursive, with a long, sweeping tail on the letter "y".

Governor Maura T. Healey

A handwritten signature in black ink that reads "Kim Driscoll". The signature is cursive and somewhat stylized, with a large "K" and "D".

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

October 16, 2023

Chief Thomas Dawley
Pittsfield Police Department
39 Allen Street
Pittsfield, Ma 01201

Dear Chief Dawley,

I am pleased to inform you that the **Pittsfield Police Department** has been awarded **\$59,979.25** for its ***Municipal Road Safety Program***. The funding for this project was made possible by the National Highway Traffic Safety Administration.

All the necessary documents, including the Standard Contract Form, are enclosed. Please note your official start date will be the date that your returned contract is signed and dated by OGR. Costs incurred prior to the date the contract is fully executed by OGR will not be eligible for reimbursement.

If you or your staff have any questions, please feel free to contact Ms. Kerrie Mahoney, Program Coordinator, at kerrie.l.mahoney@mass.gov or 781-535-0066.

Congratulations on your award and we look forward to working with your department to improve traffic safety in Massachusetts.

Sincerely,

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

Kevin J. Stanton
Executive Director

Enclosure



FFY 2024 Municipal Road Safety Grant Program Funding Application

All fields must be typed, except for the Assurances page which can be completed manually. Agency Head should be either the Chief of Police, Police Commissioner, Mayor, or Town Administrator. Fiscal Contact should be the Town Treasurer, CFO, Town Accountant, or similar fiscal personnel.

Cover Sheet

Applicant Organization Information			
Department Name	Pittsfield Police Dept		
Address	39 Allen St		
City, State, Zip	Pittsfield, MA 01201		
(UEI) Unique Entity Identifier (12 characters)	QNFHE94W5396		
Agency Head Information		Grant Manager Information	
Name	Thomas Dawley	Name	Margaret Gregory
Title	Chief	Title	Grant Manager
Email	tdawley@cityofpittsfield.org	Email	mgregory@cityofpittsfield.org
Telephone	413-448-9777	Telephone	413-448-9717
Municipal Fiscal Contact		Federally Approved Indirect Cost Rate*	
Name	Matt Kerwood	Does the applicant have a federally approved rate?	<input type="checkbox"/> Yes
Title	Director of Finances		<input checked="" type="checkbox"/> No
Email	mkerwood@cityofpittsfield.org	If yes, what is the rate? Please attach a copy.	
Telephone	413-499-9466	If not, will the applicant be requesting the de minimis rate?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

*If your department is **not budgeting for Indirect**, you may skip this section of the cover sheet.

Program Description

Project Title: Municipal Road Safety Grant (MRS)

Please answer all questions in the spaces provided.

IMPORTANT

All applicants must complete Questions 1 through 6 and 11 through 14.

- If not applying for Non-Enforcement activities, you may skip Question 7
- If not applying for Traffic equipment, you may skip Questions 8 & 9
- If not applying for Ped & Bike safety items, you may skip Question 10

1. Which elements of the MRS are you applying for?

- Traffic Safety (including Enforcement and/or Equipment)
- Pedestrian and Bicyclist Enforcement
- Non-Enforcement Traffic Safety Activities and/or Pedestrian & Bicyclist Safety Items

2. Provide a clear and concise description of your department's philosophy and commitment to all aspects of road safety. Also include:

- How these grant funds will augment your existing efforts to reduce roadway crashes, injuries, fatalities, and associated economic losses
- How MRS funds awarded to your department in FFY23 or prior have had an impact on your community (if applicable)

Please see attached.

Question 2:

The City of Pittsfield and the Pittsfield Police Dept. renewed its commitment to traffic safety 9 years ago when it re-established a full time traffic unit after approximately 20 years of not having this dedicated unit. Unfortunately, due to manpower, this unit, while still in existence, has now been absorbed back into patrol. Prior to being absorbed, the traffic unit was made up of four officers and a Sgt. with two assigned to days and two on evenings. Their primary purpose was to enforce motor vehicle and pedestrian safety and augment patrol only when needed. We are hopeful that this unit can become a separate entity once again to focus on traffic related issues, but with a level funded budget and young officers seeking employment elsewhere, the hope of having enough sworn members to allow for a standalone traffic unit remains bleak. Currently with these officers as part of patrol, they still maintain their traffic unit status and focus on traffic enforcement when on shift and between calls for service. When shift staffing allows, (more than 6), the traffic unit officers are assigned to their traffic enforcement beats to spend their shifts solely on traffic safety and enforcement. As such, with these officers and a full time traffic Sgt. we are able to dedicate well over 20 hours a week to traffic enforcement.

The philosophy of traffic safety for this department has remained the same. It is not for revenue generating as some citizens may argue. The philosophy and purpose behind traffic safety is to change the driving behavior within the city of Pittsfield to make the roadways safer for drivers, pedestrians, and cyclists. We have done this through public awareness campaigns, recognition of infrastructure problems, technology, police visibility, as well as enforcement. Through public awareness campaigns, we have utilized our department's Facebook and Twitter pages to promote our campaigns. We have also worked with our local radio stations for on air discussions and public service announcements. We have also utilized our elementary schools to assist in creating and posting artful speed limit signs on school zone roadways to remind drivers of the speed limits on these roadways. We received great feedback from the community from this project as the colorful signs stood out and the fact that they were created by our community's children resonated well with the motoring public.

Our city partners to include engineering and planners have also recognized the shortfalls of the simple solution of just enforcement of our roadways. We have worked with this group in recognizing and providing possible solutions to roadways that were prevalent for speeding, crashes, or that had been dangerous for pedestrian and bicycle traffic. We have also rectified several roadways with sight line issues to make for safer conditions in addition to installing new or updating old signage to assist operators on our roadways. In many instances, the best and most efficient way to attempt to rectify driving behavior is through structural changes that force vehicles to operate at slower speeds such as choke points or bump outs, narrow lanes, or even speed bumps, speed divots, or rumble stripping if possible.

Like many departments around the state, one of our biggest challenges is responding to the many requests for speed enforcement on roadways. Many of these roadways are tertiary roadways within our community that placing an officer on for extended period of times simply is not practical. In using technology such as our traffic counter, we are able to, first of all, confirm that there is a speeding issue on the roadway, and if so, secondly to recognize the days and times that it is most prevalent to utilize officer's enforcement time more efficiently. The reports that are

generated from our traffic data recorder are shared openly with the residents and their respective city councilors to validate or invalidate the complaints and are always met with much appreciation and enlightenment.

Our most significant problem area within the City of Pittsfield is of course speeding. As the Traffic Unit Sgt. the majority of complaints that I receive involve concerns over speeding. Pittsfield is the hub of Berkshire County with the main roadways intersecting through this city to access either north or south-county via route 7/20, rte 8 or rte 9. These roadways are the scenes of our more significant crashes, not just in numbers, but in injury severity as well due to the higher speeds and vehicle volume. Based on our statistics and experience, we know that these roadways are where the larger percentage of our crashes are going to be and thus require the majority of our focus and attention in regards to enforcement. Subsequently, the majority of our speeding citations are as the result of infractions on these roadways. The challenge is always how to balance enforcement on these several major roadways along with having a presence on the residential roadways. This is where we are able to utilize our speed trailers and pole mounted speed signs. We are able to deploy these signs throughout the city on these lesser traveled roadways as a means of awareness for operators and to accommodate the residents. These signs have been invaluable to this department and subsequently the requests for their presence are overwhelming.

In addition to speeding, another significant problem area within our city is that of pedestrian safety. This area of concern is twofold as that for as many vehicle violations as we see for failure to stop for pedestrians in crosswalks, we see just as many if not more jay walking violations. This city has gone to great lengths in the redesign of our downtown to create a pedestrian friendly environment. The city has reduced the downtown roadway from 2 lanes in both direction to a single lane in either direction. The city has also incorporated "bump outs" as well as flashing pedestrian signal lights to assist motorists in recognizing pedestrians. In addition, in conjunction with this department, poorly lit roadway areas have also been identified and marked for improvement for pedestrian safety.

With the roadways more chaotic now than ever with cars, bicycles, ebikes, scooters, pedestrians, cyclists, distracted driving, road rage driving, etc all happening on our roadways simultaneously, traffic safety is more important than ever. We need to continue to attempt to change driving behavior and make our roadways safer for all. But in addition to this, traffic safety allows for community interaction and with the environment of policing being what it is today, and how it is viewed, these interactions can go a long way in confirming or changing a citizen's perception of their department and policing as a whole. The ability to recognize an infraction and communicate this infraction with a citizen in a positive and respectful manner will hopefully translate into future awareness for that operator. Even more so, that interaction with a member of the community can go a long way in developing a level of trust or respect with that particular officer that may benefit both in the future. That past interaction could make de-escalating a potential future interaction more likely if an individual recognizes a familiar face that they had a positive encounter with previously.

The formula for traffic safety is twofold. The first being that of recognizing structural flaws of our roadways and of possible enhancements that can improve upon the safe driving conditions of

those roadways. Secondly, is the increased enforcement and presence to result in higher awareness and compliance thus resulting in a reduction in speeding and collisions making for safer roadways. Awareness and compliance needs to be achieved through partnership with our citizens and not necessarily through punishment of our citizens. These roadway interactions are what build these partnerships and mutual respect. While motor vehicle stops are law enforcing activities and are always conducted with officer safety in mind, the opportunities that these citizen contacts bring can be far reaching in improving community relations.

3. From the MassDOT Crash Portal, "IMPACT" <https://apps.impact.dot.state.ma.us/cdp/report-view/13>, fill in the following:

Crash Category	2020	2021	2022
Total Fatal Crashes	2	3	1
Total Serious Injury Crashes	20	14	20
Total Alcohol Suspected Crashes	18	29	34
Total Speed Related Crashes	14	8	14
Pedestrian Crash Totals			
Number of Pedestrian Crashes	16	14	21
# of Pedestrians with Serious Injuries	4	4	4
Pedestrian Crashes with Fatalities	0	0	0
Bicyclist Crash Totals			
Number of Bicyclist Crashes	4	12	17
# of Bicyclist crashes with Serious Injuries	0	0	3
# of Bicyclist crashes with Fatalities	0	0	1
Driver Distraction in Crashes			
Total crashes involving a driver "manually operating or talking on a hand-held electronic device"	8	12	7
Total crashes involving a driver where driver contributing circumstances is "Inattention" or "Distracted" and distraction is "Not Reported" or "Unknown"	84	81	88
Protective Safety System and Injury Severity (passenger cars and light trucks only)			
No Safety System Used – Fatal Injury & Serious Injury	3	2	6
Blank/Unknown – Fatal Injury & Serious Injury	5	5	1

If the link provided does not work, follow these steps: IMPACT Home, go to Reports → Categories → Standardized Reports (Explore) → Grant Application - Crashes at a Glance (Explore)

4. From your department's internal data: Please complete as much of the following as possible. OGR understands data will be proportional to community size.

Categories	2020	2021	2022
OUI Alcohol and Drug Arrests	26	51	59
Seat belt citations	67	44	31
Speeding citations	480	983	903
Distracted driving citations*	31	112	131
Failure to yield to pedestrian in crosswalk citations	210	183	156
Failure to yield to bicyclist citations	0	0	0

*Distracted driving shall include the following: Improper Use of Phone/Electronic Device, Texting, and Impeded Operation

5. Enter three measurable target objectives.

Target objectives should be related to the elements being requested. Here are just a few examples:

For Traffic Enforcement:

- Deploy 8 overtime patrols to the intersection of High and Low Streets during June to reduce the number of speeding vehicles by 10% from the 2022 monthly average of speeding vehicles tracked by our speed radar sign.

For Ped & Bike Enforcement:

- Conduct 18 crosswalk decoy patrols total during the 6 enforcement campaigns at the intersection of Medford and Polk Streets to reduce the number of pedestrian crashes by 50% from 2022

For Non-Enforcement:

- Ten officers to complete ARIDE training.
- Distribute 1,000 pieces of educational materials to pedestrians on Main St. since five crashes involving pedestrians occurred at this location in the past three years.
- Distribute 25 bicycle helmets during kindergarten traffic safety presentations
- Give pedestrian safety presentations at 2 senior centers

IMPORTANT NOTE

If awarded funds for this grant, you will be required to submit a Mid-Year Progress Report and a Final Progress Report based on the measurable objectives stated in this application.

Measurable Target Objective 1	Our ped/bike crashes combined increased by 50% in 2022 from 2021. We are currently at 12 for 2023. We would like to see a 20% drop in these types of crashes in 2024.
Measurable Target Objective 2	Our alcohol related crashes are also trending in the wrong direction with a 17% increase from 2021 to 2022. We are currently at 9 for 2023 and would like to see a significant drop to get us back to our 2020 level of approximately 18 crashes.
Measurable Target Objective 3	Finally, we are also negatively trending in serious injury crashes as we increased again by 43% from 2021 to 2022. We would like to reduce these types of significant crashes by 25% for 2024.

6. Identify three problematic road safety trends that exist in your community (either crash or citation-related) pertaining to demographics, location, day of the week, and/or time of day.

- Trends must relate to the elements being requested.
- Trend Examples:
 - Our data shows distracted driving citations are issued on Main St twice as often compared to the rest of the town and issued one and a half times more frequently after 4 PM.
 - Our data shows 3 pedestrians over the age of 60 were struck by vehicles in 2022
 - Our CPS Technician saw a 60% misuse rate on car seats that the department checked last year

Trend 1	We had a fairly significant increase in crashes from 2021 to 2022 where we went from 841 crashes to 1079. 2023 is projecting to be approximately 900. In viewing these projections for individual streets we can continue to target those roadways that are showing less or no regression in crashes. These would include North St, South St, and West Housatonic St.
Trend 2	In reviewing our motor vehicle stop/citations from 2021 to 2022, we see that our citations dropped from 3489 to 2639. This correlates with the above trend of increased crashes with less enforcement. We are projecting around 3500 citations for 2023 and appears to bring us back to our 2021 crash numbers. We need to maintain this number of stops/cites.
Trend 3	In reviewing our numbers concerning pedestrian/bicycle crashes we are seeing that these crashes are occurring in the evening hours with the peak being around 6 PM on Wednesdays and Thursdays. We will direct some of our ped/bike safety enforcement during these hours and days in hopes of reducing these incidents.

7. If proposing to utilize grant funds for Non-Enforcement traffic safety activities, provide the following details for each budgeted activity:

- Describe the activity, where it will take place, who will be involved, and what will their role(s) be
- Describe why you are proposing to conduct this activity and what you hope to accomplish.

Activity 1	Professional development. No matter how much enforcement or education we conduct, crashes are going to occur. It is important that our crash investigators continue to receive the proper training necessary to conduct thorough and accurate investigations. We currently are one of just a few agencies left in the state that continue to investigate our own serious and fatal motor vehicle collisions. Continued training and updates are vital.
Activity 2	
Activity 3	

Activity 4	
-------------------	--

8. **If you are requesting traffic equipment, state the quantity next to the type of equipment being requested. You must also provide the quantity and approximate age of your current inventory.**

<i>Requested Equipment</i>	<i>Current Inventory and Approximate Age</i>
Handheld Radar: 5 units requested	Handheld Radar: Present inventory is 8 units. Approximately 7 years of age on average.
Handheld LiDAR:	Handheld LiDAR:
Pole-Mounted Radar Speed Sign:	Pole-Mounted Radar Speed Sign:
Traffic Data Recorder:	Traffic Data Recorder:
Preliminary Breath Test (PBT) Instruments: 3 units requested	Preliminary Breath Test (PBT) Instruments: 5 in inventory. Approximately 8 years of age.

9. **Explain how the equipment requested will augment the planned enforcement. Give justification for the need and how/where the equipment will be used.**

- Example A: The department has no data recorders and will post them on streets A, B and C in order to...
- Example B: The department would benefit from new Handheld Radar units to enforce speed and reduce crashes caused by speed in areas X, Y, and Z.

Note: *OGR reserves the right to adjust an equipment award if justification is inadequate or not provided. If unallowable items are listed, the funding will be denied, and the department will not have the opportunity to update with allowable items.*

We are requesting the additional radar units as we are looking to replace a couple of our older units and to increase our inventory so that more are available for officers. We have seen an increase in the request of officers to utilize this equipment and would like to have the inventory to meet these requests. It goes without saying that this equipment would also be of a tremendous benefit in meeting our goals that have been cited above in regards to the reduction of speeding and crashes.

In addition to the radar units, we are also requesting additional portable breath test units. Our current inventory of PBT's are all in good working order, but similar to the radar units, we would like to increase our inventory to allow for more utilization both on the road and when requested for certain events. For example, PBT's are requested for high school proms by the administration in an effort to curb and recognize underage drinking and driving which we appreciate and welcome. These requests are filled and the additional PBT's would help to ensure that enough remain on the roads with the officers.

10. If your department is budgeting for Ped & Bike Safety Items (see AGF for the item listing), provide:

- Justification for why the items are needed.
- Quantity of each item proposed for purchase.
- A distribution plan including targeted population, method of distribution, and an educational component.

Youth Bicycle Helmets \$25/unit. requesting 100 units =\$2500

In the past we have requested and received various bicycle safety items to be dispersed at community events within our marginalized areas of the city where access to this type of equipment may be difficult as there are other more pressing items that need to be purchased by the families. When conducting these community events, by far, the most requested item, and needed item at that, are youth helmets. In an attempt to purchase a variety of different items, we have limited ourselves in meeting the needs of our community. In understanding that, we wish to utilize our Ped/Bike Safety items budget to focus on the primary need.

The dispersement of these items will continue to take place in the areas of our city where the need is most prevalent. These dispersements will be in conjunction with community events such as National Night Out and weekend movie nights in which the helmets can be handed out and then personalized with stickers or paint with the assistance of officers on hand in the form of community outreach and relationship building.

11. Motor Vehicle Automated Citation and Crash System (MACCS) – Check here if you are participating in the MACCS program:

Yes

No

12. Provide a timeline of the Element(s) activities/deliverables by writing in the activity corresponding to each month your department will be participating.

- For Traffic and Ped & Bike enforcement, indicate the type of enforcement and total hours planned in the corresponding month.
- For equipment or safety items, enter the item you plan to purchase in the appropriate month. Traffic Equipment and Safety Items must be received by April 30, 2024.
- For Non-Enforcement Activities, enter the name of the activity in the appropriate month.

Month	Enforcement Activity	Purchase Equipment/ Safety Items	Planned Non-Enforcement Activity
November 2023	Ped/Bike Enforcement (45 hours)		
December 2023	Winter Impaired Driving(113.33 hours)		
January 2024		Bicycle Helmets Purchase	Crash Recon Training
February 2024	Ped/Bike Enforcement (45 hours)		
March 2024	Ped/Bike Enforcement(45 hours)		
April 2024	Distracted Driving and Ped/Bike (113.33 and 45hours)		
May 2024	Click it or Ticket (113.33 hours)		
June 2024	Speed Enforcement(113.33 hours)		
July 2024	Speed Enforcement(113.33 hours)		
Aug- Sept 15 th , 2024	Impaired Driving (113.33 hours)		

13. Budget Narrative: Use the space below to describe how your department intends to use budgeted funds. Provide a description and explain all requested line items included in the Attachment B Budget. This narrative allows reviewers to clearly understand all costs associated with this proposal.

The Pittsfield Police Dept. will be applying for the full \$60,000.00 award since we are a Tier 1 applicant.

The funding would be broken down as such:

\$34,000 for Traffic Enforcement divided equally over the 6 mobilization periods.

\$9,000 for pedestrian/bicycle enforcement divided equally over four periods. We would use the months of November, February, March, and April to utilize these funds for this enforcement.

\$4,000 for Non-enforcement Traffic Safety Activities for the continuation of professional development for training of traffic/crash reconstruction officers.

\$10,479.25 for Traffic Equipment budget for the purchase of 5 hand held radar units and 3 PBT units.

\$2500.00 for Pedestrian and Bicycle Safety Items for our youth helmets.

Attachment B Budget Worksheet Instructions

General Instructions for Attachment B – Budget Worksheet

Attachment B – Excel Budget Detail Worksheet must be completed and included in the application packet. The worksheet can be found at <https://www.mass.gov/info-details/municipal-road-safety-mrs-grant-program> under the link for the FFY 2024 MRS Grant program.

The budget worksheet contains sections for each element and their related costs.

Please note that the total of all sections cannot exceed the maximum award amount per tier level:

FFY 2024 Funding Levels

Population	Tier	Max Award Amount
Greater than 40,000	1	\$60,000.00
20,000 to 39,999	2	\$40,000.00
12,000-19,999	3	\$30,000.00
Less than 12,000	4	\$20,000.00

Commonwealth of Massachusetts
Office of Grants and Research
FFY 2024 Municipal Road Safety Grant
Availability of Grant Funding (AGF) Assurances

The Pittsfield Police Department hereby acknowledges the terms and conditions as identified in the FFY 2024 Municipal Road Safety (MRS) Availability of Grant Funding. The Department understands and agrees that a grant received as a result of this application process is subject to the regulations governing highway safety projects and grant administrative requirements and agrees to comply with all applicable local, State and Federal rules and regulations.


I hereby acknowledge that if purchasing equipment and/or safety items, the Department will comply with all grant contract requirements and related state and federal guidelines as they pertain to the purchasing of allowable equipment and/or safety items. The Department understands and agrees that any items approved for purchasing will be used specifically for the purposes as set forth in conjunction with the FFY 2024 MRS grant program.

I hereby acknowledge that funding is contingent upon the availability of federal NHTSA funds, and certify if awarded, that these federal funds will not supplant any other funds currently made available to the Department.

By signing below, I hereby acknowledge having read and understand all FFY 2024 MRS grant administration requirements and agree to comply with the best of the Department's ability.

Chief Thomas Dawley

Name and Title (please print)



Signature

6-21-2023

Date

Attachment B - Budget Worksheet



FFY 2024 Municipal Road Safety Grant (MRS)

Name of Applicant Organization	Pittsfield Police Dept.
---------------------------------------	--------------------------------

Cost Categories	Federal Costs
Traffic Safety Enforcement (TE) Overtime	\$ 34,000.00
Traffic Safety Equipment	\$ 10,479.25
Ped & Bike Enforcement Overtime	\$ 9,000.00
Non-Enforcement Safety Activities	\$ 4,000.00
Ped & Bike Safety Items	\$ 2,500.00
Consultant / Contractor Costs	\$ -
Travel Costs	\$ -
Fringe Benefit Costs	\$ -
Indirect Costs	\$ -
Total Costs	\$ 59,979.25

Executive Office of Public Safety and Security
Office of Grants and Research
FFY 2024 Municipal Road Safety Grant Program (MRS)
Attachment B -

Traffic Safety Enforcement (TE) Overtime				
Campaign Period	Average OT Rate	Planned OT Hours	Description	Federal Costs
Winter Impaired Driving: December 2023	\$ 50.0000	113.3300		\$ 5,666.50
Distracted Driving: April 2024	\$ 50.0000	113.3300		\$ 5,666.50
Click It or Ticket: May 2024	\$ 50.0000	113.3300		\$ 5,666.50
Summer Speed: June 2024	\$ 50.0000	113.3300		\$ 5,666.50
Summer Speed: July 2024	\$ 50.0000	113.3300		\$ 5,666.50
Summer Impaired: Aug. 1, 2024 - Sept. 15, 2024	\$ 50.0000	113.3500		\$ 5,667.50
Subtotal:				\$ 34,000.00

Traffic Safety Equipment - <i>Cannot exceed 50% of TE Overtime Budget.</i>				
Equipment - Type	Cost Per Unit	Quantity	Description of Equipment & Add On's	Federal Costs
PBT units with mouthpieces	\$ 1,084.7500	3.0000		\$ 3,254.25
hand held radar unit	\$ 1,445.0000	5.0000		\$ 7,225.00
Subtotal:				\$ 10,479.25

Ped & Bike Enforcement Overtime				
Activity	Average OT Rate	Planned OT Hours	Description	Federal Costs
Ped & Bike Safety Enforcement	\$ 50.0000	180.0000		\$ 9,000.00
Subtotal:				\$ 9,000.00

Non-Enforcement Safety Activities				

Activity	Rate	Quantity	Description	Federal Costs
Professional development	\$ 50.0000	80.0000		\$ 4,000.00
Subtotal:				\$ 4,000.00

Ped & Bike Safety Items				
Item	Cost Per Unit	Quantity	Description of Item	Federal Costs
youth bicycle helmets	\$ 25.0000	100.0000		\$ 2,500.00
Subtotal:				\$ 2,500.00

Consultant / Contractor Costs				
Consultant/Contractor Name	Rate	Quantity	Description	Federal Costs
Subtotal:				\$ -

Travel Costs				
Name/Position	Cost Per Trip	# of Trips	Description	Federal Costs
Subtotal:				\$ -

Fringe Benefit Costs				
Name/Position	Salary Applied to Fringe Rate	Contract Fringe Rate	Description	Federal Costs
Subtotal:				\$ -

Indirect Costs

Name/Position	Expenses Applied to Indirect Rate	Contract Indirect Rate	Description	Federal Costs

Subtotal: \$ -

Grand Total: \$ 59,979.25



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 to accept a grant of funds in the amount of \$35,071.00 from the United States Department of Justice, Bureau of Justice Assistance for the FY24 Edward Byrne Justice Assistance Grant.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/mwc
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

October 11, 2023

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

Dear Mayor Tyer,

Submitted for your consideration is an authorization requesting that the City of Pittsfield accept a FY24 Edward Byrne Justice Assistance Grant Local Solicitation in the amount of \$35,071.00 from the United States Department of Justice, Bureau of Justice Assistance to the Pittsfield Police Department.

Respectfully submitted,

Thomas C. Dawley
Chief of Police

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

City of Pittsfield

No. _____

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

IN CITY COUNCIL

A N O R D E R

**AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A FY24 EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT: LOCAL SOLICITATION OF FUNDS
IN THE AMOUNT OF \$35,071.00 FROM THE DEPARTMENT OF JUSTICE
-OFFICE OF JUSTICE PROGRAMS**

Ordered:

That the City of Pittsfield, acting through its Mayor and City Council, and pursuant to M.G.L. Chapter 44, Section 53A, is hereby authorized to accept a FY24 Edward Byrne Memorial Justice Assistance Grant: Local Solicitation in the amount of \$35,071.00 from the U.S. Department of Justice-Office of Justice Programs to the Pittsfield Police Department.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF PITTSFIELD 39 ALLEN ST	
City, State and Zip:	PITTSFIELD, MA 01201	
Recipient UEI:	QNFHE94W5396	
Project Title: Less Lethal/Non-Lethal Weapons	Award Number: 15PBJA-23-GG-03458-JAGX	
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation		
Federal Award Amount: \$35,071.00	Federal Award Date: 9/25/23	
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance	
Funding Instrument Type:	Grant	
Opportunity Category: D		
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program		
Project Period Start Date: 10/1/22	Project Period End Date: 9/30/26	
Budget Period Start Date: 10/1/22	Budget Period End Date: 9/30/26	
Project Description:		
<p>The City of Pittsfield Police Department proposes to implement the Less Lethal/Non-Lethal Weapons Program. The purpose is to provide the sworn officers of the Pittsfield Police Department with a variety of less lethal/non-lethal options in dealing with uncooperative subjects within the City of Pittsfield. Project activities include training each of the 91 sworn officers during an in-service rotation. Each officer will be trained a total of four hours with the less lethal/non-lethal tools. The officer will complete the trainings as well as qualify in the training process. The expected outcome of this project will be for the officers to have a less lethal/ non-lethal option when the officer would have been forced to use more aggressive means of controlling subjects and resolving situations. The police officers, subjects, and the public are the intended beneficiaries of this project as the use of these tools will temporarily incapacitate the uncooperative subject with little or no serious bodily harm.</p>		

Award Letter

September 25, 2023

Dear Julie Davis,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF PITTSFIELD for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$35,071.

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

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

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

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

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

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General
Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

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

The specified activities requiring environmental analysis are:

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

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

NEPA Coordinator

First Name

Orbin

Middle Name**Last Name**

Terry

Award Information

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

Recipient Information**Recipient Name**

CITY OF PITTSFIELD

UEI

QNFHE94W5396

Street 1

39 ALLEN ST

Street 2**City**

PITTSFIELD

State/U.S. Territory

Massachusetts

Zip/Postal Code

01201

Country

United States

County/Parish**Province****Award Details****Federal Award Date**

9/25/23

Award Type

Initial

Award Number

15PBJA-23-GG-03458-JAGX

Supplement Number

00

Federal Award Amount

\$35,071.00

Funding Instrument Type

Grant

**Assistance Listing
Number**

16.738

Assistance Listings Program Title

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[X]

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

Project Information

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

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13963057

Grant Manager Name

Zafra Stork

Phone Number

202-598-1483

E-mail Address

Zafra.Stork@usdoj.gov

Project Title

Less Lethal/Non-Lethal Weapons

Performance Period Start**Date**

10/01/2022

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2026

Project Description

The City of Pittsfield Police Department proposes to implement the Less Lethal/Non-Lethal Weapons Program. The purpose is to provide the sworn officers of the Pittsfield Police Department with a variety of less lethal/non-lethal options in dealing with uncooperative subjects within the City of Pittsfield. Project activities include training each of the 91 sworn officers during an in-service rotation. Each officer will be trained a total of four hours with the less lethal/non-lethal tools. The officer will complete the trainings as well as qualify in the training process. The expected outcome of this project will be for the officers to have a less lethal/ non-lethal option when the officer would have been forced to use more aggressive means of controlling subjects and resolving situations. The police officers, subjects, and the public are the intended beneficiaries of this project as the use of these tools will temporarily incapacitate the uncooperative subject with little or no serious bodily harm.

[X]

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

Financial Information

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

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

Award Conditions

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

1

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

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

2

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

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

3

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

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

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

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

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

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

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

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

5

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

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

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

6

Requirement for data on performance and effectiveness under the award

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

7

Compliance with DOJ Grants Financial Guide

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

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/>

FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

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

9

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

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

11

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

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

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

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

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

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

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

12

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

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

13

Requirements related to "de minimis" indirect cost rate

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

14

Employment eligibility verification for hiring under the award

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

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

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

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

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

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

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

2. Monitoring

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

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for

the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

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

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

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

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

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

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

15

OJP Training Guiding Principles

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

16

Determination of suitability to interact with participating minors

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

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

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

17

Potential imposition of additional requirements

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

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

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

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

19

Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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

20

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

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

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

21

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

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

22

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

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

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this

award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

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

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

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

25

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

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

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

26

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

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

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

27

Requirement to report potentially duplicative funding

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

28

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

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

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

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

29

Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

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

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

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

31

Justice Information Sharing

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

32

Avoidance of duplication of networks

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

33

Law enforcement task forces - required training

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

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

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

34

Required monitoring of subawards

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

35

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

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to

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

37

Verification and updating of recipient contact information

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

38

Compliance with National Environmental Policy Act and related statutes

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

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

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

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

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

39

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

40

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

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

42

Required data on law enforcement agency training

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

43

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

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

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

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded

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

45

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

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

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

46

Prohibition on use of award funds for match under BVP program

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

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at

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

49

Expenditures prohibited without waiver

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

50

FFATA reporting: Subawards and executive compensation

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

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

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

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

52

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

53

Initial period of performance; requests for extension.

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

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

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

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

57

Compliance with 28 C.F.R. Part 23

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

58

Protection of human research subjects

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

59

Confidentiality of data

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

60

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

61

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

62

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

63

Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

[X]

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

Award Acceptance

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

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

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent

information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/20/23 8:46 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

Finance and Admin. Manager

Name of Authorized Entity Official

Julie Davis

Signed Date And Time

10/6/2023 11:52 AM



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

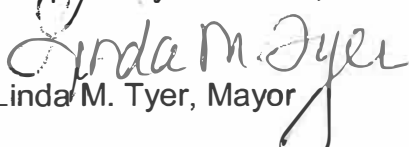
October 17, 2023

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

Dear Councilors:

At its September 26, 2023 meeting, the City Council voted to refer a petition from Councilor Kavey and Phil Massery requesting the City of Pittsfield recognize the Fifth of September as the official birthday of baseball. Attached please find a resolution by the City Council and Mayor.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/mwc
Enclosure



CITY OF PITTSFIELD
70 ALLEN STREET, PITTSFIELD, MA 01201

A RESOLUTION

**RECOGNIZING THE FIFTH OF SEPTEMBER
AS THE OFFICIAL BIRTHDAY OF BASEBALL**

Be it resolved by the City Council and the Mayor of the City of Pittsfield in City Council assembled, as follows,

WHEREAS, thanks to the efforts of U.S. Congressman John Olver, the Congress of the United States recognized the September 5th, 1791 broken window bylaw of Pittsfield, as the first written mention of the game of baseball in North America; and

WHEREAS, the Congress of the United States officially recognized Pittsfield Massachusetts as the birthplace of college baseball. The first college game in 1859 was played in Pittsfield on the corner of north Street and Maplewood Avenue between Williams College and Amherst College; and

WHEREAS, on June 23rd, 2008 the Congress of the United States officially recognized these findings as accurate making this an unimpeachable fact.

NOW, THEREFORE, BE IT RESOLVED by the City Council and the Mayor of the City of Pittsfield that September Fifth will be recognized at the official birthday of baseball.

ADOPTED ON THIS 24TH DAY OF OCTOBER, 2023.

President of City Council

Date signed

Mayor's Signature

Date signed



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

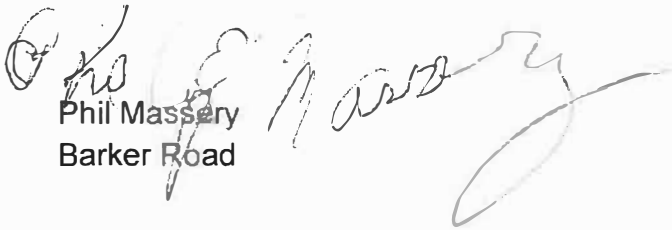
2023 SEP 20 PM 12: 23

September 19 20 23

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that the City of Pittsfield recognize the Fifth of September as official birthday of baseball.


Phil Massery
Barker Road


Patrick Kavey
Ward 5 Councilor

U.S. Congressional Recognition:

Thanks to the efforts of U.S. Congressman John Olver, the Congress of the United States recognized the September 5th, 1971 broken window bylaw of Pittsfield, as the first written mention of the game of baseball in North America.

Also, they officially recognized Pittsfield Massachusetts as the birthplace of college baseball. This comes from the first college game in 1859 that was played here in Pittsfield on the corner of North Street and Maplewood Ave. This game was played between Williams College and Amherst College.

On June 23rd, 2008 the Congress of the United States officially recognized these findings as accurate. This recognition made this an unimpeachable fact.

These facts lead us to proclaim September 5th, the official birthday of baseball in the City of Pittsfield.

[Congressional Record (Bound Edition), Volume 154 (2008), Part 10]
[House]
[Pages 13368-13371]
[From the U.S. Government Publishing Office, www.gpo.gov]

RECOGNIZING PITTSFIELD, MASSACHUSETTS, AS BEING HOME TO THE EARLIEST
KNOWN REFERENCE TO THE WORD ``BASEBALL''

Mr. SARBANES. Madam Speaker, I move to suspend the rules and agree to the resolution (H. Res. 1050) recognizing Pittsfield, Massachusetts, as being home to the earliest known reference to the word ``baseball'' in the United States as well as being the birthplace of college baseball, as amended.

The Clerk read the title of the resolution.
The text of the resolution is as follows:

H. Res. 1050

Whereas Pittsfield, Massachusetts, is the home of a historic document discovered in Pittsfield's archives by noted baseball historian John Thorn in 2004;

Whereas the historic document is a bylaw, passed by the Town of Pittsfield, Massachusetts, during a town meeting on September 5, 1791, which states that ``for the Preservation of the Windows in the New Meeting House . . . no Person or Inhabitant of said town, shall be permitted to play at any game called Wicket, Cricket, Baseball, Football, Cat, Fives or any other game or games with balls, within the Distance of Eighty Yards from said Meeting House'';

Whereas this bylaw was created to protect the windows of the new meetinghouse in the Town of Pittsfield, Massachusetts, which is currently the Congregational Church, designed by renowned architect Charles Bulfinch in 1789 and completed in 1793;

[[Page 13369]]

Whereas Pittsfield, Massachusetts, through the First Home Plate project will commemorate being known as the home of the oldest known documentation of the game by erecting three permanent monuments, Bat, Ball, and Glove, to recognize Pittsfield's unparalleled position in baseball history;

Whereas the monuments will highlight and represent the great virtues of the game that have solidified baseball as our national pastime;

Whereas the virtues of baseball are innocence, youth, bridging generations, and how it parallels the great history of our Nation;

Whereas Pittsfield, Massachusetts, is also the home of many historical baseball moments;

Whereas Pittsfield, Massachusetts, is the birthplace of college baseball in the United States as it is the site of the first intercollegiate baseball game between Amherst College and Williams College, which took place on July 1, 1859;

Whereas in 1865, Ulysses F. ``Frank'' Grant, generally

considered the best African American player of the 19th century, was born in Pittsfield, Massachusetts;

Whereas Pittsfield, Massachusetts, is the home of Wahconah Park, an enclosed ballpark and grandstand, originally built in 1892 and placed on the National Historic Register in June 2005;

Whereas Pittsfield, Massachusetts, is where in 1921 and 1922, the Boston Red Sox played 2 exhibition games at Wahconah Park against the Hillies;

Whereas Boston won the first game with a score of 10 to 9 and the Hillies won the second with a score of 4 to 1;

Whereas in 1922, Jim Thorpe, considered one of the most versatile athletes in modern sports, played baseball at Wahconah Park;

Whereas in 1924, Lou Gehrig made his professional debut with the Hartford Senators at Wahconah Park, where he hit a home run into the Housatonic River;

Whereas in 1942, future major leaguer Mark Belanger was born in Pittsfield, Massachusetts;

Whereas on June 1, 1976, a recreation of the 1859 Williams and Amherst collegiate baseball game took place in Pittsfield, Massachusetts;

Whereas Pittsfield, Massachusetts, hosted a vintage baseball game which was broadcast on national television in 2004;

Whereas Pittsfield, Massachusetts, in 2005, welcomed the Pittsfield Dukes, a member of the New England Collegiate Baseball League, who made their second season debut at Wahconah Park in 2005; and

Whereas on August 31, 2007, His Excellency, Deval L. Patrick, Governor of the Commonwealth of Massachusetts, proclaimed September 5, 2007, to be Pittsfield Baseball Day in the Commonwealth: Now, therefore, be it

Resolved, That the United States House of Representatives--

(1) recognizes the importance of college baseball to the Nation; and

(2) recognizes the birthplace of college baseball as Pittsfield, Massachusetts.

The SPEAKER pro tempore. Pursuant to the rule, the gentleman from Maryland (Mr. Sarbanes) and the gentlewoman from North Carolina (Ms. Foxx) each will control 20 minutes.

The Chair recognizes the gentleman from Maryland.

General Leave

Mr. SARBANES. Madam Speaker, I request 5 legislative days during which Members may revise and extend and insert extraneous material on H. Res. 1050 into the Record.

The SPEAKER pro tempore. Is there objection to the request of the gentleman from Maryland?

There was no objection.

Mr. SARBANES. Madam Speaker, I yield myself such time as I may consume.

Madam Speaker, I rise today in support of H. Res. 1050, which recognizes Pittsfield, Massachusetts, as the birthplace of our Nation's great sport: baseball. This great sport is interlaced into American culture, history, and tradition. Baseball is our Nation's national pastime, and Pittsfield, Massachusetts, helped create the American

sporting culture. Legendary players such as Babe Ruth, Lou Gehrig, Cy Young, Hank Aaron, Cal Ripken, and other Hall of Fame players raised the level of play and integrity of the game.

The first recorded mention of baseball in known history occurred when a Pittsfield bylaw passed on September 5, 1791, banned the playing with bats and balls near the town's newly constructed meetinghouse. This ordinance is the first known reference to the game in U.S. history.

Other notable historic moments took place in Pittsfield. The very first collegiate baseball game in the United States took place there on July 1, 1859, between Amherst College and Williams College. Ulysses F. Grant, the most prominent 19th century African American player, was born in Pittsfield. Wahconah Park, a famous ballpark and grandstand built in 1892, is located there. The Boston Red Sox won their first game in that park. Lou Gehrig made his professional debut with the Hartford Senators there where he hit a home run into the Housatonic River. With every great baseball moment, Pittsfield is a part of the significance.

The first home plate project will erect a bat, ball, and glove statues in Pittsfield. These monuments symbolize great virtues, innocence, purity, and parallels to American culture. Let Congress at this time recognize and honor the contribution Pittsfield plays in our Nation's history.

I would like to recognize Pittsfield, Massachusetts' role in our Nation's history, and I urge my colleagues to support this resolution.

Madam Speaker, I reserve the balance of my time.

Ms. FOXX. Madam Speaker, I yield myself such time as I may consume.

Madam Speaker I rise today in support of House Resolution 1050, recognizing Pittsfield, Massachusetts, as being home to the earliest known reference to the word ``baseball'' in the United States.

The question of the origins of baseball has been the subject of debate and controversy for more than a century. Baseball, as well as the other modern bat, ball, and running games, were developed from earlier folk games. Previous beliefs held that baseball was invented in 1839 by Abner Doubleday in Cooperstown, New York. This belief provided the rationale for baseball centennial celebrations in 1939, including the opening of a National Baseball Hall of Fame and Museum. Still, few historians and even the hall's vice president believed that Cooperstown was indeed the birthplace of the game, most preferring to believe that ``baseball wasn't really born anywhere.''

In 2004, however, historian John Thorn discovered a reference to a 1791 bylaw prohibiting anyone from playing ``baseball'' within 80 yards of the new meetinghouse in Pittsfield, Massachusetts. The so-called ``Broken Window Bylaw'' soon became the earliest known reference to baseball in North America and allowed Pittsfield to lay claim to the honor.

Baseball is unique among American sports in several ways. This uniqueness is a large part of its longstanding appeal and strong association with the American psyche. Some philosophers describe baseball as a national religion. This popularity has resulted in baseball's being regarded as more than just a major sport. Since the 19th century, it has been popularly referred to as the ``national pastime,'' and Major League Baseball has been given a unique monopoly status by the Supreme Court of the United States.

Baseball is fundamentally a team sport. Even a team blessed enough to have two or three Hall of Fame-caliber players cannot count on success. Yet it places individual players under great pressure and scrutiny. Many Americans believe that baseball is the ultimate combination of skill, timing, athleticism, and strategy. The pitcher must make good pitches or risk losing the game. The hitter has a mere fraction of a second to decide whether to swing. The field players, as the last line

of defense, make the lone decision to try to catch it or play it on the bounce, to throw out the runner at first base or to try to make the play at home.

Baseball has truly provided countless Americans fond memories of their youth over the years, and I am honored to stand here today recognizing Pittsfield, Massachusetts, as being home to the earliest known reference to the word ``baseball'' in the United States.

I ask my colleagues to support this resolution.

Madam Speaker, I reserve the balance of my time.

Mr. SARBANES. Madam Speaker, at this time I yield such time as he may consume to the sponsor of this bill, the gentleman from Massachusetts (Mr. Olver).

Mr. OLVER. I thank the gentleman for yielding time.

Madam Speaker, I am pleased today that the House of Representatives is

[[Page 13370]]

considering House Resolution 1050, which honors the city of Pittsfield for its rich baseball history. As a sponsor of this legislation, I would like to thank the Committee on Education and Labor, especially the gentleman from California Chairman George Miller for his assistance in bringing this resolution to the floor.

Pittsfield, Massachusetts, can trace its baseball roots all the way back to 1791.

{time} 1730

The city, which was only the town of Pittsfield then, was in the middle of constructing a new meeting house. Trying to protect the windows of this new building, the town enacted a bylaw that banned the playing of ``baseball'' within 80 yards of it. You see, even back in 1791, youths were already breaking windows playing America's favorite national pastime. With that, the first mention of baseball was penned into history.

Madam Speaker, besides being home to the earliest known reference to baseball, this resolution also honors the city for being designated the Birthplace of College Baseball by the College Baseball Hall of Fame.

On July 1, 1859, the city hosted one of the Nation's oldest collegiate rivalries, Williams College versus Amherst College, in the first collegiate baseball game to be played in the Nation. Now this game was played under the old ``Massachusetts'' rules. No gloves were used, the ball was pitched under hand, only one out was necessary, and a foul ball, if uncaught, was considered a hit. The record shows that Amherst College won this first contest by a score of 73-32.

Pittsfield is also the site of many other historical baseball moments. Among others, this resolution honors the city for being the birthplace of Ulysses F. Grant, born in 1865, who's generally considered to be the best African American player of the 19th century, as well as Mark Belanger, born in 1944, who spent most of his career playing for the Baltimore Orioles.

In 1924, Lou Gehrig made his professional debut at Wahconah Park, the venerable ballpark in Pittsfield that is listed on the National Historic Register, and in that debut he appropriately hit a home run into the Housatonic River. Jim Thorpe, considered one of the most versatile athletes in modern sports, also played there.

In recognition of its baseball past, the city of Pittsfield plans to erect three permanent monuments, Bat, Ball, and Glove, representing the virtues of the game.

Overall, Madam Speaker, I am proud to recognize the city of

Pittsfield for its rich baseball history and I am honored to stand on the floor today to honor its significance to our national pastime.

I urge my colleagues to support this resolution, Madam Speaker.

Mr. SARBANES. Madam Speaker, I reserve the balance of my time.

Ms. FOXX. The rising cost of gas and energy prices throughout this country threatens many aspects of our lives, and the ability to attend baseball games this summer is one of those. The notion that Washington is broken is exemplified in the Democratic majority's refusal to address soaring energy prices.

Two years ago, then-Minority Leader Pelosi promised the American people a ``commonsense plan'' to lower gasoline prices, but Democrats have not only failed to offer any meaningful solutions, they've put forward policies that will have precisely the opposite effect. As a result of their inaction, oil, gasoline, and electricity prices are as high as they have ever been. Once a nightmare scenario, \$4 plus gasoline has become a harsh reality on Speaker Pelosi's watch, and now Americans are paying nearly \$1.50 more per gallon at the pump than when the Speaker took office.

This Pelosi Premium is hitting working families hard, at a time when they are confronting high costs of living, a slowing economy, and a housing crunch. This has to change.

Republicans are committed to a comprehensive energy reform policy that will boost supplies of all forms of energy right here at home to reduce our dependence on foreign sources of energy, protect us against blackmail by foreign dictators, create American jobs, and grow our economy; all those things as basic to us as our love of baseball.

This includes increasing the supply of American-made energy, improving energy efficiency, and encouraging investment in groundbreaking research in advanced alternative and renewable energy technologies. With 21st century technologies and the strictest environmental standards in the world, America must produce more of our own energy right here at home and protect our environment at the same time. That is the change America deserves.

To help ease the pain of the Pelosi Premium, House Republican leaders have also embraced short-term legislation that would suspend the 18.4 cents per gallon Federal gas tax this summer and establish a corresponding freeze on all taxpayer-funded earmarks to ensure the Highway Trust Fund will not be impacted. Savings from the earmarks freeze also would be applied towards reducing the Federal deficit.

A House Republican majority will work to deliver the change America deserves on gas prices with meaningful solutions that make our Nation more energy independent. Here's how we will do it. We will increase the production of American-made energy in an environmentally safe way. This includes the exploration of next generation oil, natural gas and coal, and the production of advanced alternative fuels like cellulosic and clean coal-to-liquids, all while protecting our natural resources for future generations.

We will promote new, clean, and reliable power generation like advanced nuclear and next generation coal, while promoting clean power from renewable energy such as wind and hydroelectric power. Nuclear energy has proven itself as a safe, carbon-free, and environmentally friendly alternative, with France relying on it for 80 percent of its electricity needs, compared to just 19 percent in America.

We will cut red tape and increase the supply of American-made fuel and energy. Limiting the construction of new oil refineries and bureaucratic regulations mandating the use of exotic fuels have decreased supply and increased the Pelosi Premium. We will encourage greater energy efficiency by offering conservation tax incentives to America who make their home, car, and business more energy efficient.

We can do much to make it more feasible for families to attend

baseball games this summer and participate in other normal summer activities by reducing our dependence on foreign oil and creating more American-generated energy, and I call on my colleagues to bring up the bills that will allow us to do that.

I yield back the balance of my time.

Mr. SARBANES. The discussion of energy and oil, on the one hand, and baseball on the other, got me thinking about something I read last week, which is a lot of the folks coming into baseball games around the country and sporting events are using public transportation wherever they get the chance, as opposed to driving their cars, and I am so glad that the Democratic Congress has put such an investment into proving our public transportation infrastructure in this country.

Obviously, we have got to do more of that going forward so that we can conserve. That can help drive down some of the gas prices that have been alluded to.

In any event, to get back to the main topic here with respect to recognizing the tremendous role of Pittsfield, Massachusetts, in the establishment of the culture of our national pastime, I want to urge my colleagues to support H. Res. 1050.

I yield back the balance of my time.

The SPEAKER pro tempore. The question is on the motion offered by the gentleman from Maryland (Mr. Sarbanes) that the House suspend the rules and agree to the resolution, H. Res. 1050, as amended.

The question was taken; and (two-thirds being in the affirmative) the rules were suspended and the resolution, as amended, was agreed to.

A motion to reconsider was laid on the table.

[[Page 13371]]

Be it ordained by the said Inhabitants that no Person, an Inhabitant of said Town, shall be permitted to play at any Game called Wicket, Cricket, Baseball, Batball, Football, Cat, Fives or any other Game or Games with Balls within the Distance of Eighty Yards from said Meeting House — and every such Person who shall play at any of the said Games or other Games with Balls within the Distance aforesaid, shall for any Instance thereof, forfeit the Sum of five schillings to be recovered by Action of Debt brought before any Justice of the Peace to the Use of the Person who shall sue and prosecute therefor —

At a legal Meeting of the Inhabitants of the Town of
Pittsfield qualified to vote in Town Meetings, on the
day holden on Monday the fifth day of Sept: 1791 -

Resolved. The following Bye Law, for the Preservation
of the Meeting House in the New Meeting House in
said Town - viz,

Be it ordained by the said Inhabitants that
no Person an Inhabitant of said Town, shall be
permitted to play at any Game called Cricket
Cricket, Base ball, Bat ball, Foot ball, Cat,
Five, or any other game or Games with Ball,
within the Distance of Eighty yards from said
Meeting House - And every Person who shall play
at any of the said Games or other Games with Ball,
within the Distance aforesaid, shall for every Instance
thereof, forfeit the Sum of five Shillings to be recovered
by Action of Debt brought before any Justice of the
Peace to the Use of the Person who shall sue and
prosecute therefor -

And be it further ordained that in every Instance
where any Minor shall be guilty of a Breach of this
Law, his Parent, Master, Mistress, or Guardian shall
forfeit the like Sum to be recovered in Maner, and
to the Use aforesaid -



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

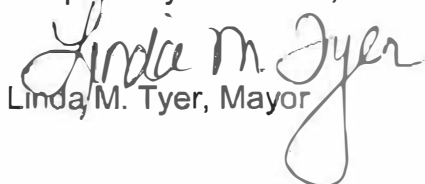
Dear Councilors:

At its September 26, 2023 meeting, the City Council voted to refer a petition from Councilors Warren, Conant and Kalinowsky requesting to honor those who have served in the military during wartime by installing pennants/flags on light poles in the downtown area.

In order to implement an appropriate recognition for our veterans who selflessly served our country, there are several actions that need to happen first including a funding source for this project, determination of who is eligible to be honored and timeline for banner printing and installation. The Veterans Agent will also need time to coordinate with veteran organizations in the community who may also have an interest in being a part of this project. Therefore, this project cannot be accomplished prior to this year's Veterans' Day. Much more planning is necessary for this recognition to be successful.

As the daughter of an Air Force veteran, I am proud to support a project of this nature and look forward to the implementation of these banners within our downtown in the future. I am forever in debt to the men and women who serve in the armed forces and always extend my deepest appreciation for their sacrifice for our country.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/CVB



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2023 SEP 20 PM 12:53

September 18 20 23

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Requests that the City honor those who have served in the military during wartime that have given the ultimate sacrifice for this country and this city by installing pennants/flags on light poles in the downtown area. This is something that can be a long-term tribute or periodic during specific times. Our sister community Adams for example does this. See attached photo.

Our City should honor and support the military service of every one of our residents from her past and present. This can't be more befitting then following the recent observances of Memorial Day, Independence Day, the Lest We Forget Mural unveiling, 9/11 Day of Remembrance, and the recent exhibit of the Traveling Vietnam Veterans Memorial Wall.

The goal would be to begin with the upcoming day of remembrance Veterans Day, honoring military service, if possible

It would be advisable for the Veterans' Services Director Amanda Bates to consult with anyone she deems appropriate in order to determine (and possibly, if necessary, narrow) the list of those who should be honored.

Respectfully submitted,

Kenneth G. Warren Jr.
Ward 1 City Councilor

James Conant
Ward 4 City Councilor

Karen Kalinowsky
At Large City Councilor

ADAMS
PROUDLY REMEMBERS



20 YEARS OLD

**WILLIAM
LEMANSKI**

456TH BOMBER GRP.
DIED WHILE SERVING 1944



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

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

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

IN CITY COUNCIL

AN ORDER

APPROVING THE TAX INCREMENT EXEMPTION AGREEMENT FOR 100 Wendell Avenue

No. _____

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;

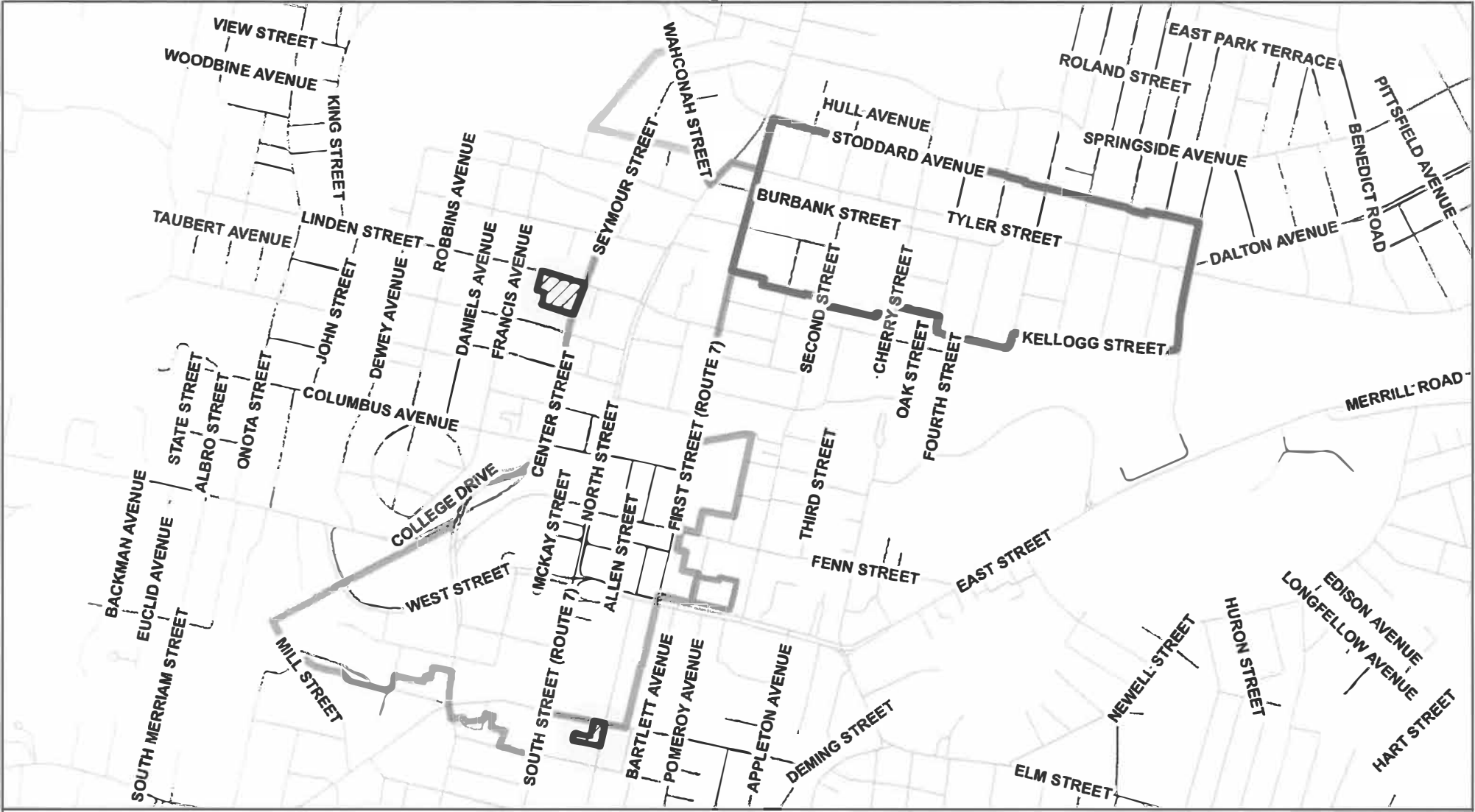
WHEREAS, 786 Holdings, LLC. is investing \$ 3,837,219 to create 28 units of housing, 22 of which are market rate units;

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).

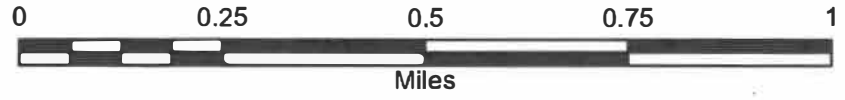
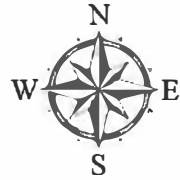
City of Pittsfield

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

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 Housstonic 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

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

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

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

Years Following Construction	Base Value	*Market Value	Market Value Minus 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	\$22,867	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	80	\$ 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%



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

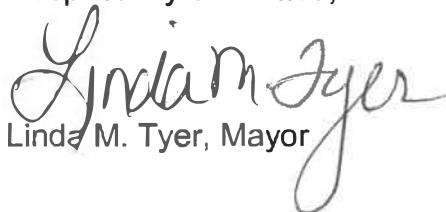
October 17, 2023

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

Dear Councilors,

Submitted herewith for your consideration are 6 orders and documents related to the Pittsfield Municipal Airport's solar project with Oak Leaf Solar XVI, LLC.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/mwc
Enclosure



PITTSFIELD MUNICIPAL AIRPORT COMMISSION

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

October 16, 2023

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

Re: Airport Solar Project Easements, Lease Amendments, and PILOT Amendments

Dear Mayor Tyer,

Submitted herewith for your consideration are documents relating to the airport's solar project with Oak Leaf. The City Solicitor has reviewed these documents.

1. The first set of documents for the proposed Doolittle solar arrays along Barker and Tamarack Roads grant access and utility easements. The Airport Commission voted to approve these easements during its October 3rd regular meeting.
 - Grant of access and utility easement for Doolittle solar arrays (Oak Leaf Solar XVII)
 - Grant of utility (electric) easement for Doolittle solar arrays (Oak Leaf Solar XVII)
2. The second set of documents amend the lease agreements by adding two (2) additional five (5) year terms and updating the lease area and payment table with surveyed and updated system data. The Airport Commission voted to approve these amendments during its October 12th special meeting.
 - First amendment to Doolittle lease agreement (Oak Leaf Solar XVII)
 - First amendment to Earhart lease agreement (Oak Leaf Solar XVI)
3. The third set of documents amend the Payment In Lieu Of Taxes (PILOT) agreements by adding two (2) additional five (5) year terms consistent with the lease amendments. The Airport Commission voted to move these agreements on to the appropriate city office(s) for review; the Assessor's Office has agreed that the updates are appropriate to move forward.
 - First amendment to Doolittle PILOT agreement (Oak Leaf Solar XVII)
 - First amendment to Earhart PILOT agreement (Oak Leaf Solar XVI)

Sincerely,

Daniel Shearer
Airport Manager

Enclosures

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 ENTER INTO AN ACCESS AND UTILITY EASEMENT FOR THE PURPOSES OF A ROADWAY AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE OPERATION OF ELECTRICAL DISTRIBUTION LINES AND EQUIPMENT AT THE PITTSFIELD MUNICIPAL AIRPORT, PITTSFIELD, MA. WITH OAK LEAF SOLAR XVII LLC

Ordered:

That the City of Pittsfield by and through its Mayor and City Council is hereby authorized to grant an access and utility easement to Oak Leaf Solar XVII LLC with an address of 2645 East Second Avenue, Suite 206, Denver CO 80206, for the purposes of vehicular, pedestrian and related access and the construction, installation, maintenance operation of electrical distribution lines and equipment at the Pittsfield Municipal Airport, Pittsfield, Ma., substantially in accordance with the terms set forth in the attached Access and Utility Easement.

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

GRANT OF ACCESS AND UTILITY EASEMENTS

The CITY of PITTSFIELD, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, having a mailing address of 70 Allen Street, Pittsfield, MA 01201, its successors and assigns (hereinafter whether singular or plural, the "Grantor"), for \$1.00, receipt and sufficiency of which are hereby acknowledged,

grants to OAK LEAF SOLAR XVII LLC, a Colorado limited liability company and its successors and assigns (collectively and individually, "Grantee"), non-exclusive easements (collectively, the "Easements") in, over, upon and across the Easement Areas (as defined below) located on those certain parcels of land in the City of Pittsfield, Commonwealth of Massachusetts, as more particularly described in (i) eminent domain taking by the City of Pittsfield, dated October 25, 1944, and recorded with the Berkshire Middle Registry of Deeds in Book 500, Page 442, (ii) eminent domain taking by the City of Pittsfield, dated March 16, 1948 and recorded with the Berkshire Middle Registry of Deeds in Book 542, Page 71 and in Book 551, Page 5, (iii) eminent domain taking dated September 24, 1969 and recorded with the Berkshire Middle Registry of Deeds in Book 882, Page 134; (iv) eminent domain taking by the City of Pittsfield dated November 15, 2006 and recorded with the Berkshire Middle Registry of Deeds in Book 3675, Page 238; (v) eminent domain taking dated November 15, 2006 and recorded with the Berkshire Middle Registry of Deeds in Book 3675, Page 229; (vi) eminent domain taking dated July 2, 2007 and recorded with the Berkshire Middle Registry of Deeds in Book 3836, Page 237; (vii) eminent domain taking dated June 8, 1948 and recorded with the Berkshire Middle Registry of Deeds in Book 544, Page 250; (viii) eminent domain taking dated December 4, 1944 and recorded with the Berkshire Middle Registry of Deeds in Book 512, Page 292; and (ix) eminent domain taking dated October 15, 1969 and recorded with the Berkshire Middle Registry of Deeds in Book 882, Page 133 (collectively, the "Grantor's Property"),

for purposes of vehicular and pedestrian access, and for such other purposes for which roadways may be used in the Commonwealth of Massachusetts, whether or not such roadways or driveways are in existence as of the date of this instrument, and for the construction, installation, maintenance, operation, connection, tap-in, repair and replacement of distribution lines, interconnection equipment for purposes of transmission and distribution to the Premises (as defined below) and the commercial power grid and for interconnection purposes, and of irrigation, water drainage systems or structures, water mains, storm drains, sewers, telecommunication, fiber optic, electrical conduits, lines, poles or systems, transformers and of other utilities. The "Easement Areas" are comprised of the areas shown on the plans attached hereto as Exhibit B and each identified as

“Proposed Access and Utility Easement”, and more particularly described on Exhibit A attached hereto.

The Easements shall be used for the purposes set forth above and shall be appurtenant to the property leased by Grantee under that certain Lease Agreement, dated February 24, 2021, as evidenced by that certain Memorandum of Lease dated _____, and recorded with the Berkshire Middle Registry of Deeds herewith (the “Lease”), pursuant to which Grantor leased certain land located in Pittsfield, Massachusetts to Grantee (the “Premises”) for the construction and operation of a solar generation and energy storage facility (the “Facility”). The Easements shall remain in effect until the later of (1) expiration or earlier termination of the Lease; and (2) the date Grantee surrenders the Premises to Grantor or removes the Facility subject to the terms of the Lease.

Grantor shall have the right to fully use and enjoy the Grantor’s Property except for such use as may interfere with the exercise by Grantee of the Easements granted herein. Grantor shall not construct or permit to be constructed any building, house, structure, or obstruction of any kind on or over the Easement Areas which interferes with the Easements granted hereunder.

No cessation of use of the Easements by Grantee shall be deemed abandonment thereof resulting in the termination of any aspect of the Easements, unless a holder of the Easements at the time of such cessation or use or operation releases to Grantor, in a written instrument in recordable form, its rights in such Easements or any one or more of the same.

The Easements, agreements and other conditions set forth herein are intended to be and shall be construed as covenants running with the land and shall be binding upon, inure to the benefit of, and be enforceable by Grantor, Grantee and their successors and assigns, respectively.

Nothing herein contained will be deemed to be a gift or dedication of any portion of the Grantor’s Property to the general public or for any public purposes whatsoever, it being the intention of Grantor that the Easements will be strictly limited to and for the purposes herein expressed.

[SIGNATURE PAGE FOLLOWS]

Executed and sealed this _____ day of _____, 2023.

GRANTOR
City of Pittsfield

By: _____
Name: Linda M Tyer
Title: Mayor

COMMONWEALTH OF MASSACHUSETTS

County of Berkshire

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Linda M. Tyer, Mayor of the City of Pittsfield, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and on behalf of the City of Pittsfield.

Official seal signature and seal of Notary Public
My commission expires:

EXHIBIT A
DESCRIPTION OF EASEMENT AREAS

Doolittle One Access and Utility Easement

Beginning at a point in the easterly sideline of Barker Road, said point is S 27°-37'-53" W and 358.28 feet from a concrete bound found opposite Station 100+18.57, as indicated on a Plan entitled "ALTA/NSPS Land Title Survey surveyed for Oak Leaf Energy, Doolittle One Site, Barker Road, Pittsfield, Massachusetts, Scale: 1"=60', February 11, 2021, Updated: February 3, 2023, June 30, 2023" prepared by SK Design Group, Inc.;

Running thence S 82°-37'-09" E a distance of 77.59 feet to a point in the westerly line of the Proposed Lease Area;

Running thence S 28°-30'-03" W along the westerly line of the Proposed Lease Area a distance of 48.24 feet to a point in the westerly line of the Proposed Lease Area;

Running thence N 82°-37'-09" W a distance of 76.81 feet to a point in the easterly sideline of Barker Road;

Running thence N 27°-37'-53" E along the easterly sideline of Barker Road a distance of 47.96 feet to the point of beginning.

Containing 3,473.92 square feet or 0.079 acres according to said Plan.

Doolittle Two Access and Utility Easement

Beginning at a point in the easterly line of the Doolittle Two Proposed Lease Area, said point being 121.92 feet and S 12°-48'-01" W from an angle point in the easterly line of the Doolittle Two Proposed Lease Area as indicated on a Plan entitled "ALTA/NSPS Land Title Survey surveyed for Oak Leaf Energy, Doolittle Two Site, Tamarack Road, Pittsfield, Massachusetts, Scale: 1"=60', February 3, 2021, Updated: February 10, 2023, July 18, 2023" prepared by SK Design Group, Inc.;

Running thence S 38°-49'-15" E a distance of 50.52 feet to a point;

Running thence S 68°-29'-39" E a distance of 315.00 feet to a point;

Running thence N 83°-11'-49" E a distance of 35.73 feet to a point;

Running thence N 38°-12'-30" E a distance of 132.50 feet to a point;

Running thence N 50°-12'-02" E a distance of 18.50 feet to a point within the Old Tamarack Road layout;

Running thence S 37°-11'-52" E a distance of 260.55 feet to a point within the Old Tamarack Road layout;

Running thence N 52°-48'-08" E ± a distance of 22.6 ± feet to a point on the northerly line Old Tamarack Road;

Running thence S 37°-10'-24" E ± along the northerly line of Old Tamarack Road a distance of 89.1 ± feet to a point on the northerly line Old Tamarack Road;

Running thence S 37°-38'-34" E ± along the northerly line of Old Tamarack Road a distance of 340.0 ± feet to a point on the northerly line of Tamarack Road;

Running thence S 52°-21'-26" W ± along the northerly line of Tamarack Road a distance of 33.0 ± feet to a point on the northerly line of Tamarack Road;

Running thence N 37°-38'-34" W ± along the southerly line of Old Tamarack Road a distance of 78.3± feet to a point on the southerly line of Old Tamarack Road;

Running thence S 52°-21'-26" W a distance of 16.5 ± feet to a point;

Running thence N 38°-29'-23" W a distance of 278.61 feet to a point;

Running thence S 49°-55'-19" W a distance of 50.44 feet to a point;

Running thence N 40°-04'-02" W a distance of 203.64 feet to a point;

Running thence S 11°-49'-22" W a distance of 63.82 feet to the northeast corner of land now or formerly of The Burke Family Nominee Trust;

Running thence N 68°-29'-39" W along the northerly line of The Burke Family Nominee Trust a distance of 480.10 feet to the northwest corner of The Burke Family Nominee Trust;

Running thence N 77°-05'-06" W a distance of 21.63 feet to a point in the easterly line of the Doolittle Two Proposed Lease Area;

Running thence N 12°-48'-01" E along the easterly line of the Doolittle Two Proposed Lease Area a distance of 79.15 feet to the point of beginning.

Containing 78,090 ± square feet or 1.792 ± acres according to said Plan.

EXHIBIT B
SURVEYS
[See Attached]

MADE IN MAINLAND CHINA

CERTIFICATION:

TO: OAK LEAF SOLAR KW LLC, FIDELITY NATIONAL TITLE INSURANCE COMPANY, AND NAVSUN US DEVELOPMENT, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 4, 6, 8, 13, AND 14 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON FEBRUARY 8, 2021.

DATE OF PLAN OR MAP: FEBRUARY 11, 2021,
UPDATED: FEBRUARY 3, 2023,
JULY 30, 2023.

JAMES E. SEIDL (MA REG. NO. 41785)

N/F CITY OF PITTSFIELD
BOOK: 544
PAGE: 496

N/F SUSAN M. HALPIN
BOOK: 1680
PAGE: 378
SEE PLAN FILED IN BOOK 417M
AND PAGE 43

N/F DONNA L. SMITH
BOOK: 2502
PAGE: 187
SEE PLAN FILED IN BOOK 417
AND PAGE 43

N/F ROBERTA G. HEATH &
JANET R. D'ARCANDELO
BOOK: 1270
PAGE: 959
SEE PLAN FILED IN BOOK 417M
AND PAGE 43

N/F KAREN R. D'INFORTO
BOOK: 5372
PAGE: 56
SEE PLAN FILED IN BOOK 417M
AND PAGE 43

N/F GARY B. SAPERSTEIN
BOOK: 1700
PAGE: 128
SEE PLAN FILED IN BOOK 417M
AND PAGE 43
SEE PLAN FILED IN BOOK 417M
AND PAGE 109

N/F R-20 ZONE
EILEEN M. AND THERESA P. CLARY
BOOK: 4197
PAGE: 196
SEE PLAN FILED IN PLAT D
AND PLAN NUMBER 78

NOTES:

1. THE DEEDS FOR THE SUBJECT PROPERTY ARE FILED IN BOOK 500 AND PAGE 442, FILED IN BOOK 542 AND PAGE 71, FILED IN BOOK 551 AND PAGE 5 AND THE OWNER IS LISTED AS THE CITY OF PITTSFIELD. SEE ALSO THE DEEDS FILED BOOK 512 AND PAGE 283 AND FILED IN BOOK 544 AND PAGE 290.
2. SEE PLANS FILED IN BOOK 417-A AND PAGE 187 AND FILED IN DRAWER 194.
3. THE SUBJECT PROPERTY FALLS WITHIN THE L-D-1 ZONE AT THE TIME THIS PLAN WAS PREPARED.
4. THE PROPOSED LEASE AREA DOES NOT FALL WITHIN THE 100 YEAR FLOOD ZONE AS INDICATED ON THE FEMA FIRM MAP NUMBER 250037 0015 D DATED JANUARY 16, 1987.
5. THE LAND SHOWN ON THE SURVEY IS THE SAME LAND AS DESCRIBED IN THE FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT NUMBER 20-0284KW-FN(IA), SV NO.: 33166470.
6. THERE ARE NO GAPS AND CORERS BETWEEN THE LEASE PARCEL AND OTHER PARCELS SHOWN ON THE SURVEY.
7. THE AREA OUTSIDE THE LEASE PREMISES IS A SECURE AREA AND ONLY THE CITY AND THE AIRPORT HAVE RIGHTS IN SUCH AREAS. NO PUBLIC ACCESS IS ALLOWED.
8. THE TELEPHONE BOX (2) AND ELECTRIC MANHOLE (3) WILL BE RELOCATED TO THE AREA WITHIN THE NEW ACCESS ROAD.

PITTSFIELD MUNICIPAL AIRPORT
ASSESSORS LOT E4-1-1
CITY OF PITTSFIELD
BOOK: 500 PAGE: 443 (SEE BOOK: 512 PAGE: 292)
BOOK: 512 PAGE: 292
BOOK: 542 PAGE: 71
BOOK: 551 PAGE: 5
BOOK: 544 PAGE: 250
BOOK: 582 PAGE: 133
BOOK: 682 PAGE: 134
SEE PLAN FILED IN BOOK 417-A
AND PAGE 187
SEE PLAN FILED IN DRAWER 194

L-D-1 ZONE

I Certify That This Plan Shows The Property Lines That Are The Lines Of Existing Ownership, And The Lines Of Streets And Ways Shown Are Those Of Public Or Private Streets Or Ways Already Established, And That No New Lines For The Division Of Existing Ownership Or For New Ways Are Shown.

Professional Land Surveyor



ZONING DATA:
L-D-1 ZONE:
MINIMUM AREA: 12,500 S.F.
MINIMUM LOT WIDTH: 50 FEET
MINIMUM SETBACKS:
FRONT: 35 FEET
SIDE: 10 FEET
REAR: 25 FEET
MAXIMUM COVERAGE BY BUILDINGS: 50%
MAXIMUM HEIGHT OF BUILDINGS: 65 FEET.
LARGE SCALE SOLAR:
* SETBACKS: 50 FEET FROM PROPERTY LINES, 200 FEET FROM ANY ADJUTING RESIDENTIAL ZONING DISTRICT OR RESIDENTIAL USE. (MAY NOT BE REQUIRED)

LEGEND

- BOUND FOUND
- IRON PIPE FOUND
- EXISTING UTILITY POLE
- EXISTING CHAIN-LINK FENCE
- EXISTING WATER MANHOLE
- EXISTING ELECTRIC MANHOLE
- EXISTING TELEPHONE BOX
- PROPOSED CHAIN-LINK FENCE
- PROPOSED LEASE LINE
- PROPOSED ACCESS EASEMENT LINE
- PROPOSED SOLAR ARRAYS

These Parcels Are Subject To And With The Benefit Of All Rights, Restrictions, Conditions, Easements, Leases, Encumbrances, And Appurtenances Of Record.

I Certify That This Plan Has Been Prepared In Conformity With The Rules And Regulations Of The Registers Of Deeds Of The Commonwealth Of Massachusetts.

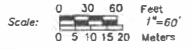
Professional Land Surveyor

ALTA/NSPS LAND TITLE SURVEY

SURVEYED FOR

OAK LEAF ENERGY
DOOLITTLE ONE SITE

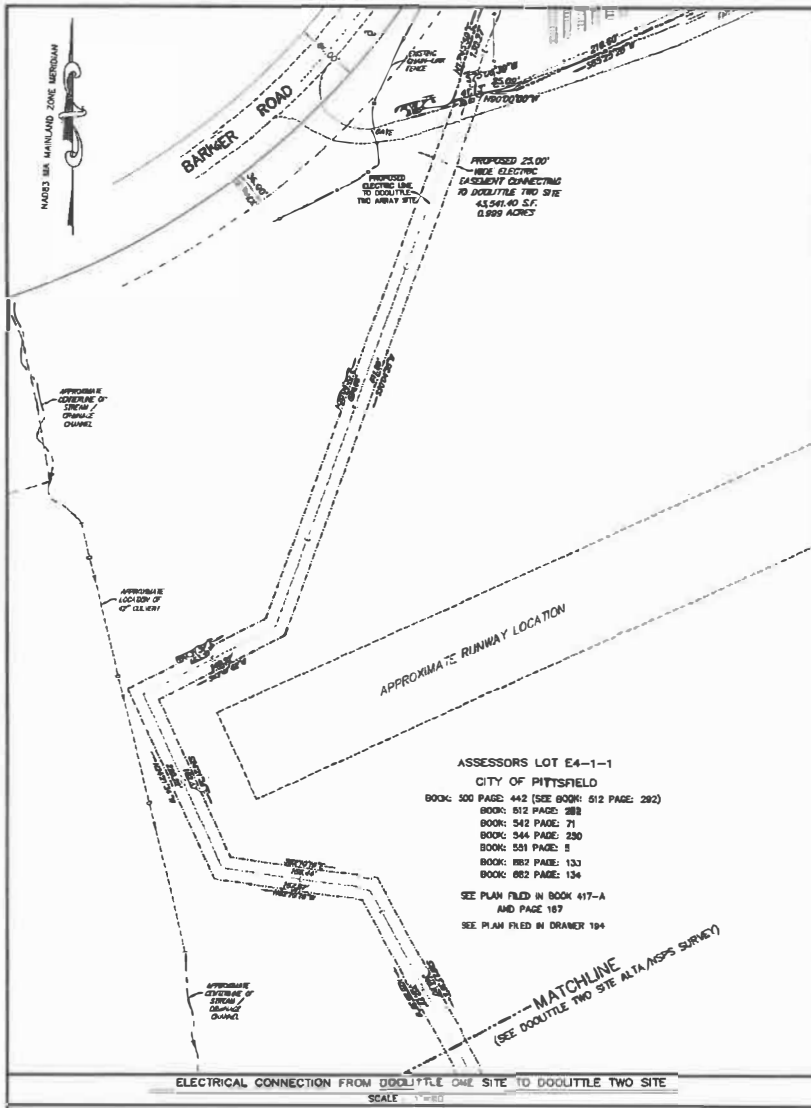
BARKER ROAD
PITTSFIELD, MASSACHUSETTS



FEBRUARY 11, 2021
UPDATED: FEBRUARY 3, 2023
JUNE 30, 2023

Design Group, Inc.
Civil Engineers • Surveyors • Consultants





DOOLITTLE ONE SITE ACCESS AND UTILITY EASEMENT DESCRIPTION:

BEGINNING AT A POINT IN THE EASTERLY END OF BARKER ROAD, SAID POINT IS 637'-10.51" W AND 36.028 FEET FROM A CONCRETE BOUND TYPICAL CORNER STATION 100-18.57, AS INDICATED ON A PLAN ENTITLED "ALTA/NPS LAND TITLE SURVEY CONDUCTED FOR OAK LEAF ENERGY, DOOLITTLE ONE SITE, BARKER ROAD, PITTSFIELD, MASSACHUSETTS, SCALE: 1"=60', FEBRUARY 11, 2021, UPDATED: FEBRUARY 3, 2023, DATE 20, 2023 PREPARED BY SE DESIGN GROUP, INC.

RUNNING THENCE S82°-37'-50"E A DISTANCE OF 77.50 FEET TO A POINT IN THE WESTERLY LINE OF THE PROPOSED LEASE AREA.

RUNNING THENCE S23°-20'-02"W ALONG THE WESTERLY LINE OF THE PROPOSED LEASE AREA A DISTANCE OF 45.81 FEET TO A POINT IN THE WESTERLY LINE OF THE PROPOSED LEASE AREA.

RUNNING THENCE N67°-34'-30"E A DISTANCE OF 76.84 FEET TO A POINT IN THE EASTERLY END OF BARKER ROAD.

RUNNING THENCE N27°-37'-53"E ALONG THE EASTERLY END OF BARKER ROAD A DISTANCE OF 47.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,473.63 SQUARE FEET OR 0.079 ACRES ACCORDING TO SAID PLAN.

DOOLITTLE ONE SITE LEASE AREA DESCRIPTION:

BEGINNING AT A POINT WITHIN THE CITY OF PITTSFIELD PROPERTY, SAID POINT BEING S83°-07'-00"E AND 79.33 FEET FROM A CONCRETE BOUND CORNER IN THE EASTERLY END OF BARKER ROAD, CORNER STATION 100-18.57 AS INDICATED ON A PLAN ENTITLED "ALTA/NPS LAND TITLE SURVEY CONDUCTED FOR OAK LEAF ENERGY, DOOLITTLE ONE SITE, BARKER ROAD, PITTSFIELD, MASSACHUSETTS, SCALE: 1"=60', FEBRUARY 11, 2021, UPDATED: FEBRUARY 3, 2023, DATE 20, 2023 PREPARED BY SE DESIGN GROUP, INC.

RUNNING THENCE N67°-34'-30"E A DISTANCE OF 64.81 FEET TO A POINT;

RUNNING THENCE S50°-27'-00"E A DISTANCE OF 99.47 FEET TO A POINT;

RUNNING THENCE S00°-00'-00"E A DISTANCE OF 102.78 FEET TO A POINT;

RUNNING THENCE S01°-51'-11"E A DISTANCE OF 22.89 FEET TO A POINT;

RUNNING THENCE S85°-14'-04"E A DISTANCE OF 94.88 FEET TO A POINT;

RUNNING THENCE S00°-00'-00"E A DISTANCE OF 28.57 FEET TO A POINT;

RUNNING THENCE S58°-28'-14"E A DISTANCE OF 185.13 FEET TO A POINT;

RUNNING THENCE S71°-18'-21"E A DISTANCE OF 34.02 FEET TO A POINT;

RUNNING THENCE S8°-18'-21"E A DISTANCE OF 81.41 FEET TO A POINT;

RUNNING THENCE S00°-00'-00"E A DISTANCE OF 110.18 FEET TO A POINT;

RUNNING THENCE S40°-13'-00"W A DISTANCE OF 99.13 FEET TO A POINT;

RUNNING THENCE S40°-28'-28"W A DISTANCE OF 87.28 FEET TO A POINT;

RUNNING THENCE S40°-28'-28"W A DISTANCE OF 219.60 FEET TO A POINT;

RUNNING THENCE N 82°-01'-00"W A DISTANCE OF 85.08 FEET TO A POINT;

RUNNING THENCE S72°-04'-30"W A DISTANCE OF 41.13 FEET TO A POINT;

RUNNING THENCE N12°-45'-58"E A DISTANCE OF 130.27 FEET TO A POINT;

RUNNING THENCE N01°-47'-18"E A DISTANCE OF 116.28 FEET TO A POINT;

RUNNING THENCE N08°-27'-00"E A DISTANCE OF 142.48 FEET TO A POINT;

RUNNING THENCE N08°-10'-45"E A DISTANCE OF 189.30 FEET TO A POINT;

RUNNING THENCE N38°-30'-03"E A DISTANCE OF 143.16 FEET TO A POINT;

RUNNING THENCE N29°-27'-14"E A DISTANCE OF 147.85 FEET TO A POINT;

RUNNING THENCE N29°-38'-50"E A DISTANCE OF 150.95 FEET TO THE POINT OF BEGINNING.

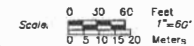
CONTAINING 308,163.56 SQUARE FEET OR 8.011 ACRES ACCORDING TO SAID PLAN.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
 COMMITMENT FOR TITLE INSURANCE SCHEDULE B,
 PART II (EXCEPTIONS) - FILE NUMBER 20-0284KW-FN(MA)**

- ANY UTILITY, LEAK, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPLIES FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHED, OR IS DISCLOSED BETWEEN THE CONTRACT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART II - REQUIREMENTS ARE MET. NONE TO MY KNOWLEDGE.
- RIGHTS OR CLAIMS OF PARTIES IN POSSESSION. NONE TO MY KNOWLEDGE.
- AS TO DOOLITTLE PARCEL 1:
 PLAN ENTITLED "ALTA/NPS LAND TITLE SURVEY CONDUCTED FOR OAK LEAF ENERGY, DOOLITTLE ONE SITE, BARKER ROAD, PITTSFIELD, MASSACHUSETTS, SCALE: 1"=60', FEBRUARY 11, 2021, UPDATED: FEBRUARY 3, 2023, DATE 20, 2023 PREPARED BY SE DESIGN GROUP, INC. (TO BE FINALIZED) REVEALS THE FOLLOWING:
 A. PAVED DRIVEWAY AND GATE USED TO ACCESS EXISTING TELEPHONE BOX AND ELECTRIC MANHOLE WITHIN PROPOSED SOLAR PANEL SITE.
 SEE (1) PLOTTED ON DRAWING 1 OF 2.
 B. EXISTING TELEPHONE BOX LOCATED WITHIN PROPOSED SOLAR PANEL SITE.
 SEE (2) PLOTTED ON DRAWING 1 OF 2.
 C. EXISTING ELECTRIC MANHOLE LOCATED WITHIN PROPOSED SOLAR PANEL SITE.
 SEE (3) PLOTTED ON DRAWING 1 OF 2.
- AS TO DOOLITTLE PARCEL 2:
 PLAN ENTITLED "ALTA/NPS LAND TITLE SURVEY CONDUCTED FOR OAK LEAF ENERGY, DOOLITTLE TWO SITE, TAMARACK ROAD, PITTSFIELD, MASSACHUSETTS, SCALE: 1"=60', FEBRUARY 3, 2021, UPDATED: FEBRUARY 10, 2023, DATE 16, 2023 PREPARED BY SE DESIGN GROUP, INC. (TO BE FINALIZED) REVEALS THE FOLLOWING:
 A. NONE.
 B. SEVER MATTERS AS WOULD BE DISCLOSED BY A CURRENT CERTIFICATE OF MUNICIPAL LEADS.
 (NOTE) ITEM 2 WILL BE REVISED OR RELIED UPON RECEIPT OF A SATISFACTORY APPROVAL AS TO PARTIES IN POSSESSION; ITEM 3 WILL BE REVISED OR RELIED UPON RECEIPT OF A SATISFACTORY SURVEY AND SURVEYOR'S REPORT; ITEM 4 WILL BE REVISED UPON RECEIPT OF CERTIFICATE OF MUNICIPAL LEADS.
 C. THE QUANTITY OF ACREAGE, SQUARE FOOTAGE OR AREA OF THE LAND.
 SEE (4) PLOTTED ON DRAWING 1 OF 2. THE LEASE AREA IS 368,163.56 S.F. OR 8.011 ACRES.
- INTENTIONALLY OMITTED.
- TAKING FOR ANNOTATION EASEMENTS DATED MARCH 13, 1932 AND RECORDED AT BOOK 634, PAGE 633. DOES NOT IMPACT THE PROPOSED LEASE AREA OR ANY OF THE EASEMENTS INDICATED ON THIS PLAN. THIS EASEMENT IS ON THE OPPOSITE SIDE (EASTERLY SIDE) OF THE AIRPORT.
- ORDER OF TAKING BY WESTON ELECTRIC COMPANY DATED AUGUST 28, 1937 AND RECORDED IN BOOK 641, PAGE 200. THIS EASEMENT IS NOT PLOTTED AS IT IS ON THE OTHER SIDE (EASTERLY SIDE) OF THE AIRPORT AND DOES NOT IMPACT THE LEASE AREA OR ANY OF THE EASEMENTS INDICATED ON THIS PLAN.
- TAKING FOR ANNOTATION EASEMENTS DATED JUNE 9, 1971 AND RECORDED AT BOOK 907, PAGE 172. THIS EASEMENT IS NOT PLOTTED AS IT IS ON THE OTHER SIDE (EASTERLY SIDE) OF THE AIRPORT AND DOES NOT IMPACT THE LEASE AREA OR ANY OF THE EASEMENTS INDICATED ON THIS PLAN.
- ANY RIGHTS IN FAVOR OF THE UNITED STATES OF AMERICA, FEDERAL AVIATION ADMINISTRATION, IN THE HOLDING OF THE FEDERAL AIRCRAFT TERMINAL.
 FAA RIGHTS NOT PROVIDED TO BE PLOTTED.
- FAA AIRPORT APPROVEMENT GRANT AGREEMENT CITY OF PITTSFIELD, MA WITH THE UNITED STATES OF AMERICA, ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION, UNDER INSTRUMENT DATED JULY 27, 2022 AND RECORDED SEPTEMBER 2, 2022 IN BOOK 7271, PAGE 104.
 THE EASEMENTS DESCRIBED IN THIS GRANT DO NOT FALL WITHIN THE LEASE OR EASEMENT AREAS INDICATED ON THIS PLAN.
- ORDER AUTHORIZING THE PURCHASE AND ACQUISITION OF FOUR PERMANENT AVIATION EASEMENTS BY THE CITY OF PITTSFIELD UNDER INSTRUMENT DATED AUGUST 12, 2022 IN BOOK 7271, PAGE 201.
 THE EASEMENTS DESCRIBED IN THIS ORDER DO NOT FALL WITHIN THE LEASE OR EASEMENT AREAS INDICATED ON THIS PLAN.

ALTA/NPS LAND TITLE SURVEY

SURVEYED FOR
OAK LEAF ENERGY
 DOOLITTLE ONE SITE
 BARKER ROAD
 PITTSFIELD, MASSACHUSETTS



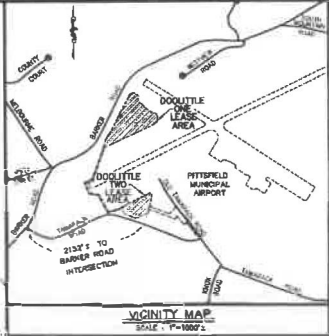
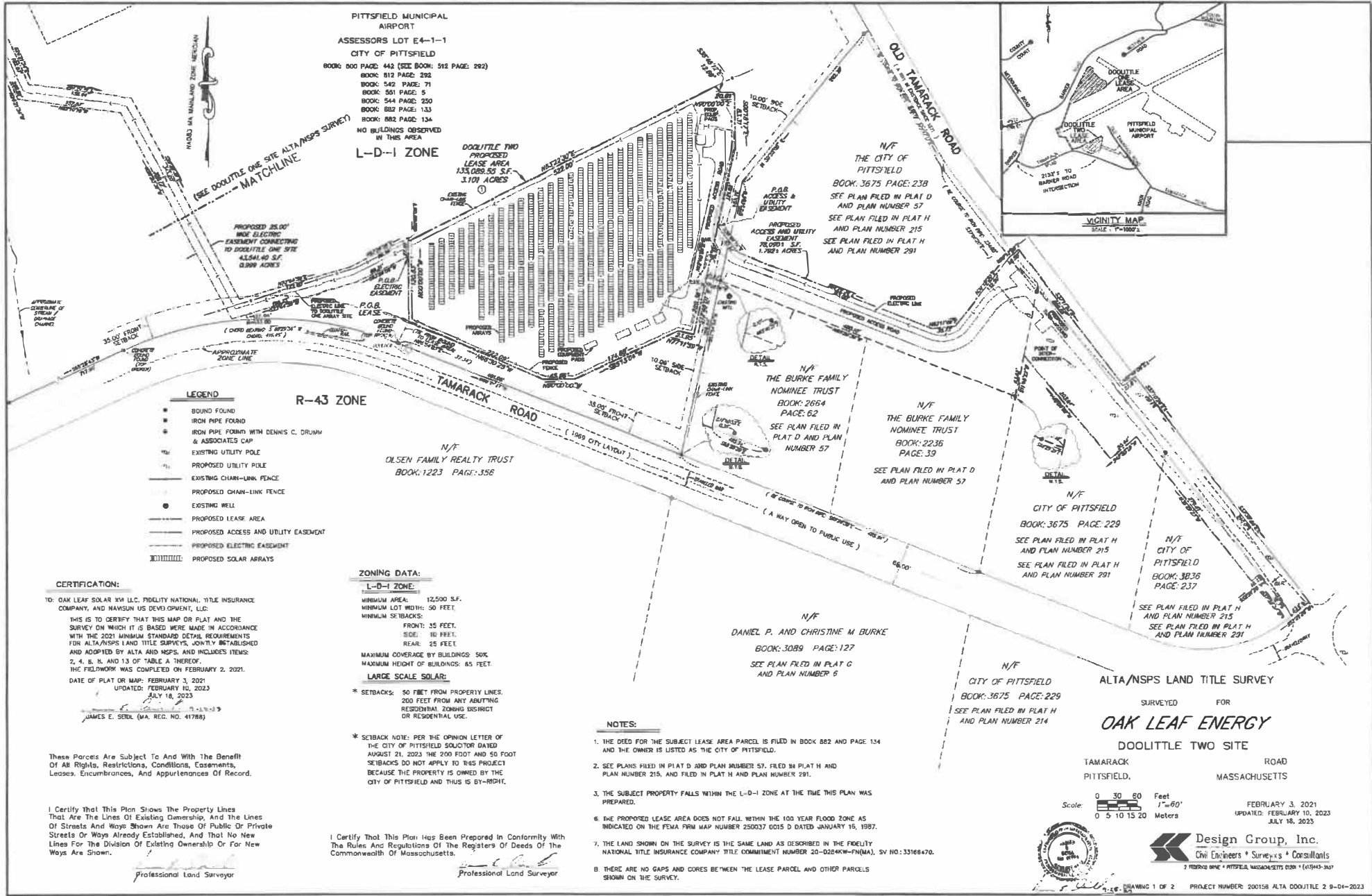
FEBRUARY 11, 2021
 UPDATED: FEBRUARY 3, 2023
 JUNE 30, 2023

I Certify That This Plan Has Been Prepared In Conformity With The Rules And Regulations Of The Registers Of Deeds Of The Commonwealth Of Massachusetts.

Professional Land Surveyor



Design Group, Inc.
 Civil Engineers * Surveyors * Consultants
 1 FLETCHER DRIVE • PITTSFIELD, MASSACHUSETTS 01201 • (413)413-3577



PITTSFIELD MUNICIPAL AIRPORT
 ASSESSORS LOT E4-1-1
 CITY OF PITTSFIELD
 BOOK: 800 PAGE: 442 (SEE BOOK: 512 PAGE: 282)
 BOOK: 812 PAGE: 292
 BOOK: 542 PAGE: 71
 BOOK: 561 PAGE: 5
 BOOK: 544 PAGE: 250
 BOOK: 882 PAGE: 133
 BOOK: 882 PAGE: 134
 NO BUILDINGS OBSERVED IN THIS AREA
L-D-1 ZONE

DOOLITTLE TWO PROPOSED LEASE AREA
 133,089.50 S.F.
 3.101 ACRES

N/F THE CITY OF PITTSFIELD
 BOOK: 3675 PAGE: 238
 SEE PLAN FILED IN PLAT D AND PLAN NUMBER 57
 SEE PLAN FILED IN PLAT H AND PLAN NUMBER 215
 SEE PLAN FILED IN PLAT H AND PLAN NUMBER 291

N/F THE BURKE FAMILY NOMINEE TRUST
 BOOK: 2664 PAGE: 62
 SEE PLAN FILED IN PLAT D AND PLAN NUMBER 57

N/F THE BURKE FAMILY NOMINEE TRUST
 BOOK: 2236 PAGE: 39
 SEE PLAN FILED IN PLAT D AND PLAN NUMBER 57

N/F CITY OF PITTSFIELD
 BOOK: 3675 PAGE: 229
 SEE PLAN FILED IN PLAT H AND PLAN NUMBER 215
 SEE PLAN FILED IN PLAT H AND PLAN NUMBER 291

N/F CITY OF PITTSFIELD
 BOOK: 3836 PAGE: 237
 SEE PLAN FILED IN PLAT H AND PLAN NUMBER 215
 SEE PLAN FILED IN PLAT H AND PLAN NUMBER 291

N/F DANIEL P. AND CHRISTINE M BURKE
 BOOK: 3089 PAGE: 127
 SEE PLAN FILED IN PLAT G AND PLAN NUMBER 6

N/F CITY OF PITTSFIELD
 BOOK: 3675 PAGE: 229
 SEE PLAN FILED IN PLAT H AND PLAN NUMBER 214

ALTA/NSPS LAND TITLE SURVEY

SURVEYED FOR
OAK LEAF ENERGY
 DOOLITTLE TWO SITE

TAMARACK ROAD
 PITTSFIELD, MASSACHUSETTS

Scale: 0 30 60 Feet
 0 5 10 15 20 Meters
 1"=60'

FEBRUARY 3, 2021
 UPDATED: FEBRUARY 10, 2023
 JULY 18, 2023

Design Group, Inc.
 Civil Engineers • Surveyors • Consultants
 7 FEDERAL STREET • PITTSFIELD, MASSACHUSETTS 01201 • (413)432-3937



- LEGEND**
- BOUND FOUND
 - IRON PIPE FOUND
 - IRON PIPE FOUND WITH DENNIS C. DRUMM & ASSOCIATES CAP
 - ⊕ EXISTING UTILITY POLE
 - ⊕ PROPOSED UTILITY POLE
 - EXISTING CHAIN-LINK FENCE
 - PROPOSED CHAIN-LINK FENCE
 - EXISTING WELL
 - PROPOSED LEASE AREA
 - PROPOSED ACCESS AND UTILITY EASEMENT
 - PROPOSED ELECTRIC EASEMENT
 - ||||| PROPOSED SOLAR ARRAYS

R-43 ZONE

N/F OLSEN FAMILY REALTY TRUST
 BOOK: 1223 PAGE: 358

ZONING DATA:

L-D-1 ZONE:

MINIMUM AREA: 12,500 S.F.
 MINIMUM LOT WIDTH: 50 FEET
 MINIMUM SETBACKS:

FRONT: 35 FEET
 SIDE: 10 FEET
 REAR: 25 FEET

MAXIMUM COVERAGE BY BUILDINGS: 50%
 MAXIMUM HEIGHT OF BUILDINGS: 65 FEET

LARGE SCALE SOLAR:

* SETBACKS: 50 FEET FROM PROPERTY LINES.
 200 FEET FROM ANY ABUTTING RESIDENTIAL ZONING DISTRICT OR RESIDENTIAL USE.

* SETBACK NOTE: PER THE OPINION LETTER OF THE CITY OF PITTSFIELD SOLICITOR DATED AUGUST 21, 2023 THE 200 FOOT AND 50 FOOT SETBACKS DO NOT APPLY TO THIS PROJECT BECAUSE THE PROPERTY IS OWNED BY THE CITY OF PITTSFIELD AND THIS IS BY-RIGHT.

NOTES:

1. THE DEED FOR THE SUBJECT LEASE AREA PARCEL IS FILED IN BOOK 882 AND PAGE 134 AND THE OWNER IS LISTED AS THE CITY OF PITTSFIELD.
2. SEE PLANS FILED IN PLAT D AND PLAN NUMBER 57, FILED IN PLAT H AND PLAN NUMBER 215, AND FILED IN PLAT H AND PLAN NUMBER 291.
3. THE SUBJECT PROPERTY FALLS WITHIN THE L-D-1 ZONE AT THE TIME THIS PLAN WAS PREPARED.
4. THE PROPOSED LEASE AREA DOES NOT FALL WITHIN THE 100 YEAR FLOOD ZONE AS INDICATED ON THE FEMA FIRM MAP NUMBER 2500037 0015 D DATED JANUARY 15, 1987.
5. THE LAND SHOWN ON THE SURVEY IS THE SAME LAND AS DESCRIBED IN THE FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT NUMBER 20-0264KW-FN(MA), SV NO: 33166470.
6. THERE ARE NO GAPS AND CORES BETWEEN THE LEASE PARCEL AND OTHER PARCELS SHOWN ON THE SURVEY.

CERTIFICATION:

TO: OAK LEAF SOLAR VII LLC, FIDELITY NATIONAL TITLE INSURANCE COMPANY, AND NAVSUN US DEVELOPMENT, LLC.
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS: 2, 4, 8, 9, AND 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON FEBRUARY 2, 2021.
 DATE OF PLAT OR MAP: FEBRUARY 3, 2021
 UPDATED: FEBRUARY 10, 2023
 JULY 18, 2023
 JAMES E. SEDOL (MA. REG. NO. 41788)

These Parcels Are Subject To And With The Benefit Of All Rights, Restrictions, Conditions, Easements, Leases, Encumbrances, And Appurtenances Of Record.

I Certify That This Plan Shows The Property Lines That Are The Lines Of Existing Ownership, And The Lines Of Streets And Ways Shown Are Those Of Public Or Private Streets Or Ways Already Established, And That No New Lines For The Division Of Existing Ownership Or For New Ways Are Shown.

Professional Land Surveyor

I Certify That This Plan Has Been Prepared In Conformity With The Rules And Regulations Of The Registrars Of Deeds Of The Commonwealth Of Massachusetts.

Professional Land Surveyor

DOOLITTLE 2 SITE LEASE AREA DESCRIPTION:

BEGINNING AT A POINT WITHIN THE CITY OF PITTSFIELD, PROPERTY, SAID POINT BEING NORTH-SOUTHERLY AND 33.34 FEET FROM A CONCRETE BOARD FOUND IN THE NORTHERLY LINE OF TAMARACK ROAD AS INDICATED ON A PLAN ENTITLED "ALTA/NSPS LAND TITLE SURVEY SUBMITTED FOR OAK LEAF ENERGY, DOOLITTLE TWO SITE, TAMARACK ROAD, PITTSFIELD, MASSACHUSETTS, SCALE: 1"=40', FEBRUARY 3, 2021, UPDATED FEBRUARY 10, 2023, JULY 18, 2023, PREPARED BY SK DESIGN GROUP, INC.;

CONTAINING 150,009.53 SQUARE FEET OR 3.101 ACRES ACCORDING TO SAID PLAN.

DOOLITTLE 2 SITE ACCESS AND UTILITY EASEMENT DESCRIPTION:

BEGINNING AT A POINT IN THE EASTERLY LINE OF THE DOOLITTLE TWO PROPOSED LEASE AREA SAID POINT BEING 12.82 FEET AND 31.27-48'-01" FROM AN ANGLE POINT IN THE EASTERLY LINE OF THE DOOLITTLE TWO PROPOSED LEASE AREA AS INDICATED ON A PLAN ENTITLED "ALTA/NSPS LAND TITLE SURVEY SUBMITTED FOR OAK LEAF ENERGY, DOOLITTLE TWO SITE, TAMARACK ROAD, PITTSFIELD, MASSACHUSETTS, SCALE: 1"=40', FEBRUARY 3, 2021, UPDATED FEBRUARY 10, 2023, JULY 18, 2023, PREPARED BY SK DESIGN GROUP, INC.;

ELECTRIC EASEMENT FROM DOOLITTLE 2 TO DOOLITTLE 1 DESCRIPTION:

BEGINNING AT A POINT IN THE WESTERLY LINE OF THE DOOLITTLE TWO PROPOSED LEASE AREA AS INDICATED ON A PLAN ENTITLED "ALTA/NSPS LAND TITLE SURVEY SUBMITTED FOR OAK LEAF ENERGY, DOOLITTLE TWO SITE, TAMARACK ROAD, PITTSFIELD, MASSACHUSETTS, SCALE: 1"=40', FEBRUARY 3, 2021, UPDATED FEBRUARY 10, 2023, JULY 18, 2023, PREPARED BY SK DESIGN GROUP, INC. ALSO REFER TO A PLAN ENTITLED "ALTA/NSPS LAND TITLE SURVEY SUBMITTED FOR OAK LEAF ENERGY, DOOLITTLE ONE SITE, BARNER ROAD, PITTSFIELD, MASSACHUSETTS, SCALE: 1"=40', FEBRUARY 11, 2021, UPDATED FEBRUARY 3, 2023, JUNE 30, 2023, PREPARED BY SK DESIGN GROUP, INC.;

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE SCHEDULE B,
PART II (EXCEPTIONS)-FILE NUMBER 20-0284KW-FN(MA)**

- 1. ANY DEFECT, LIECH, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHED, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I - REQUIREMENTS ARE MET. NONE TO MY KNOWLEDGE.
- 2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION. NONE TO MY KNOWLEDGE.
- 3. AS TO DOOLITTLE PARCEL 8:
PLAN ENTITLED "ALTA/NSPS LAND TITLE SURVEY SUBMITTED FOR OAK LEAF ENERGY, DOOLITTLE ONE SITE, BARNER ROAD, PITTSFIELD, MASSACHUSETTS, SCALE: 1"=40', FEBRUARY 11, 2021, UPDATED FEBRUARY 3, 2023, JUNE 30, 2023, PREPARED BY SK DESIGN GROUP, INC. (TO BE FINALIZED) REVEALS THE FOLLOWING:
A. PAVED DRIVEWAY AND GATE USED TO ACCESS EXISTING TELEPHONE BOX AND ELECTRIC MANHOLE WITHIN PROPOSED SOLAR PANEL SITE.
SEE DOOLITTLE ONE SITE ALTA/NSPS SURVEY PLAN.
B. EXISTING TELEPHONE BOX LOCATED WITHIN PROPOSED SOLAR PANEL SITE.
SEE DOOLITTLE ONE SITE ALTA/NSPS SURVEY PLAN.
C. EXISTING ELECTRIC MANHOLE LOCATED WITHIN PROPOSED SOLAR PANEL SITE.
SEE DOOLITTLE ONE SITE ALTA/NSPS SURVEY PLAN.
AS TO DOOLITTLE PARCEL 2:
PLAN ENTITLED "ALTA/NSPS LAND TITLE SURVEY SUBMITTED FOR OAK LEAF ENERGY, DOOLITTLE TWO SITE, TAMARACK ROAD, PITTSFIELD, MASSACHUSETTS, SCALE: 1"=40', FEBRUARY 3, 2021, UPDATED FEBRUARY 10, 2023, JULY 18, 2023, PREPARED BY SK DESIGN GROUP, INC. (TO BE FINALIZED) REVEALS THE FOLLOWING:
A. NONE.
- 4. SUCH MATTERS AS WOULD BE DISCLOSED BY A CURRENT CERTIFICATE OF MUNICIPAL LIENS.
- NOTE(s): ITEM 3 WILL BE REVISED OR DELETED UPON RECEIPT OF A SATISFACTORY AFFIDAVIT AS TO PARTIES IN POSSESSION. ITEM 4 WILL BE REVISED OR DELETED UPON RECEIPT OF A SATISFACTORY SURVEY AND SURVEYOR'S REPORT. ITEM 4 WILL BE REVISED UPON RECEIPT OF CERTIFICATE OF MUNICIPAL LIENS.
- 5. THE QUANTITY OF ACREAGE, SQUARE FOOTAGE OR AREA OF THE LAND:
SEE (C) PLOTTED ON DRAWING 1 OF 2. THE LEASE AREA IS 150,009.53 S.F. OR 3.101 ACRES.
- 6. INTENTIONALLY OMITTED.
- 7. TAKING FOR ANTI-AIRBORNE EASEMENTS DATED MARCH 10, 1973 AND RECORDED AT BOOK 834, PAGE 833.
DOES NOT IMPACT THE PROPOSED LEASE AREA OR ANY OF THE EASEMENTS INDICATED ON THIS PLAN.
THIS EASEMENT IS ON THE OPPOSITE SIDE (EASTERLY SIDE) OF THE AIRPORT.
- 8. ORDER OF PAVING BY WESTERN ELECTRIC COMPANY DATED AUGUST 28, 1937 AND RECORDED IN BOOK 861, PAGE 200.
THIS EASEMENT IS NOT PLOTTED AS IT IS ON THE OTHER SIDE (EASTERLY SIDE) OF THE AIRPORT AND DOES NOT IMPACT THE LEASE AREA OR ANY OF THE EASEMENTS INDICATED ON THIS PLAN.
- 9. TAKING FOR ANTI-AIRBORNE EASEMENTS DATED JUNE 9, 1971 AND RECORDED AT BOOK 807, PAGE 172.
THIS EASEMENT IS NOT PLOTTED AS IT IS ON THE OTHER SIDE (EASTERLY SIDE) OF THE AIRPORT AND DOES NOT IMPACT THE LEASE AREA OR ANY OF THE EASEMENTS INDICATED ON THIS PLAN.
- 10. ANY RIGHTS IN FAVOR OF THE UNITED STATES OF AMERICA, FEDERAL AVIATION ADMINISTRATION, IN THE NATURE OF THE FEDERAL ANTI-AIRBORNE SERVICE.
FAA RIGHTS NOT PROVIDED TO BE PLOTTED.
- 11. FAA AIRPORT IMPROVEMENT GRANT AGREEMENT CITY OF PITTSFIELD, MA WITH THE UNITED STATES OF AMERICA, ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION UNDER INSTRUMENT DATED JULY 27, 2022 AND RECORDED SEPTEMBER 2, 2022 IN BOOK 7274, PAGE 184.
THE EASEMENTS DESCRIBED IN THIS GRANT DO NOT FALL WITHIN THE LEASE OR EASEMENT AREAS INDICATED ON THIS PLAN.
- 12. ORDER AUTHORIZING THE PURCHASE AND ACQUISITION OF FOUR PERMANENT AVIATION EASEMENTS BY THE CITY OF PITTSFIELD UNDER INSTRUMENT DATED AUGUST 12, 2022 IN BOOK 7674, PAGE 201.
THE EASEMENTS DESCRIBED IN THIS ORDER DO NOT FALL WITHIN THE LEASE OR EASEMENT AREAS INDICATED ON THIS PLAN.

ALTA/NSPS LAND TITLE SURVEY

SURVEYED FOR
OAK LEAF ENERGY

DOOLITTLE TWO SITE

TAMARACK ROAD
PITTSFIELD, MASSACHUSETTS

Scale: NOT APPLICABLE

FEBRUARY 3, 2021
UPDATED: FEBRUARY 10, 2023
JULY 18, 2023



Design Group, Inc.
Civil Engineers • Surveyors • Consultants
1 BURNING WOOD • PITTSFIELD, MASSACHUSETTS 01201 • (413)441-3517

DRAWING 2 OF 2 PROJECT NUMBER 201516 ALTA DOOLITTLE 2 6-04-2023

I Certify That This Plan Shows The Property Lines That Are The Lines Of Existing Ownership, And The Lines Of Streets And Ways Shown Are Those Of Public Or Private Streets Or Ways Already Established, And That No New Lines For The Division Of Existing Ownership Or For New Ways Are Shown.

Professional Land Surveyor

I Certify That This Plan Has Been Prepared In Conformity With The Rules And Regulations Of The Registers Of Deeds Of The Commonwealth Of Massachusetts.

Professional Land Surveyor

City of Pittsfield

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

No. _____

IN CITY COUNCIL

AN ORDER

AUTHORIZING THE CITY OF PITTSFIELD TO GRANT OAK LEAF SOLAR XVII LLC A UTILITY EASEMENT FOR THE PURPOSES OF THE CONSTRUCTION, INSTALLATION, MAINTENANCE OPERATION OF ELECTRICAL DISTRIBUTION LINES AND EQUIPMENT AT THE PITTSFIELD MUNICIPAL AIRPORT, PITTSFIELD, MA.

Ordered:

That the City of Pittsfield by and through its Mayor and City Council is hereby authorized to grant a utility easement to Oak Leaf Solar XVII LLC with an address of 2645 East Second Avenue, Suite 206, Denver CO 80206, for the purposes of the construction, installation, maintenance operation of electrical distribution lines and equipment at the Pittsfield Municipal Airport, Pittsfield, Ma., substantially in accordance with the terms set forth in the attached Utility Easement.

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

GRANT OF UTILITY EASEMENT

The CITY of PITTSFIELD, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, having a mailing address of 70 Allen Street, Pittsfield, MA 01201, its successors and assigns (hereinafter whether singular or plural, the "Grantor"), for \$1.00, receipt and sufficiency of which are hereby acknowledged,

grants to OAK LEAF SOLAR XVII LLC, a Colorado limited liability company and its successors and assigns (collectively and individually, "Grantee"), a non-exclusive easement (the "Easement") in, over, upon and across the Easement Area (as defined below) located on those certain parcels of land in the City of Pittsfield, Commonwealth of Massachusetts, as more particularly described in (i) eminent domain taking by the City of Pittsfield, dated March 16, 1948 and recorded with the Berkshire Middle Registry of Deeds in Book 551, Page 5, (ii) eminent domain taking dated June 8, 1948 and recorded with the Berkshire Middle Registry of Deeds in Book 544, Page 250; (iii) eminent domain taking dated December 4, 1944 and recorded with the Berkshire Middle Registry of Deeds in Book 512, Page 292; (iv) eminent domain taking dated September 24, 1969 and recorded with the Berkshire Middle Registry of Deeds in Book 882, Page 134; and (v) eminent domain taking dated October 15, 1969 and recorded with the Berkshire Middle Registry of Deeds in Book 882, Page 133 (collectively, the "Grantor's Property"),

for the construction, installation, maintenance, operation, connection, tap-in, repair and replacement of distribution lines, interconnection equipment for purposes of transmission and distribution to the Premises (as defined below) and the commercial power grid and for interconnection purposes, and of irrigation, water drainage systems or structures, water mains, storm drains, sewers, telecommunication, fiber optic, electrical conduits, lines, poles or systems, transformers and of other utilities. The "Easement Area" is comprised of the area shown on the plans attached hereto as Exhibit B as "Proposed 25.00' Wide Electric Easement", and more particularly described on Exhibit A attached hereto.

The Easement shall be used for the purposes set forth above and shall be appurtenant to the property leased by Grantee under that certain Lease Agreement, dated February 24, 2021, as evidenced by that certain Memorandum of Lease dated _____, and recorded with the Berkshire Middle Registry of Deeds herewith (the "Lease"), pursuant to which Grantor leased certain land located in Pittsfield, Massachusetts to Grantee (the "Premises") for the construction and operation of a solar generation and energy storage facility (the "Facility"). The Easement shall remain in effect until the later of (1) expiration or earlier termination of the Lease; and (2) the date Grantee surrenders the Premises to Grantor or removes the Facility subject to the terms of the Lease.

Grantor shall have the right to fully use and enjoy the Grantor's Property except for such use as may interfere with the exercise by Grantee of the Easement granted herein. Grantor shall not construct or permit to be constructed any building, house, structure, or obstruction of any kind on or over the Easement Area which interferes with the Easement granted hereunder.

No cessation of use of the Easement by Grantee shall be deemed abandonment thereof resulting in the termination of any aspect of the Easement, unless a holder of the Easement at the time of such cessation or use or operation releases to Grantor, in a written instrument in recordable form, its rights in such Easement or any one or more of the same.

The Easement, agreements and other conditions set forth herein are intended to be and shall be construed as covenants running with the land and shall be binding upon, inure to the benefit of, and be enforceable by Grantor, Grantee and their successors and assigns, respectively.

Nothing herein contained will be deemed to be a gift or dedication of any portion of the Grantor's Property to the general public or for any public purposes whatsoever, it being the intention of Grantor that the Easement will be strictly limited to and for the purposes herein expressed.

[SIGNATURE PAGE FOLLOWS]

Executed and sealed this _____ day of _____, 2023.

GRANTOR
City of Pittsfield

By: _____
Name: Linda M. Tyer
Title: Mayor

COMMONWEALTH OF MASSACHUSETTS

County of Berkshire

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Linda M. Tyer, Mayor of the City of Pittsfield, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the City of Pittsfield

Official seal signature and seal of Notary Public
My commission expires:

EXHIBIT A
DESCRIPTION OF EASEMENT AREA

Beginning at a point in the westerly line of the Doolittle Two Proposed Lease Area as indicated on a Plan entitled "ALTA/NSPS Land Title Survey surveyed for Oak Leaf Energy, Doolittle Two Site, Tamarack Road, Pittsfield, Massachusetts, Scale: 1" = 60', February 3, 2021, Updated: February 10, 2023, July 18, 2023" prepared by SK Design Group, Inc. also refer to a Plan entitled "ALTA/NSPS Land Title Survey surveyed for Oak Leaf Energy, Doolittle One Site, Barker Road, Pittsfield, Massachusetts, Scale: 1" = 60', February 11, 2021, Updated: February 3, 2023, June 30, 2023" prepared by SK Design Group, Inc. ;

Running thence S 63°-26'-06" W a distance of 89.31 feet to a point;

Running thence S 73°-44'-59" W a distance of 196.25 feet to a point;

Running thence N 28°-23'-36" W a distance of 352.72 feet to a point;

Running thence N 82°-10'-16" W a distance of 157.57 feet to a point;

Running thence N 24°-21'-34" W a distance of 220.22 feet to a point;

Running thence N 62°-41'-42" E a distance of 163.51 feet to a point;

Running thence N 20°-04'-35" E a distance of 584.66 feet to a point in the southerly line of the Doolittle One Lease Area;

Running thence N 75°-06'-39" E along the southerly line of the Doolittle One Lease Area a distance of 30.51 feet to a point in the southerly line of the Doolittle One Lease Area;

Running thence S 20°-04'-35" W a distance of 611.89 feet to a point;

Running thence S 62°-41'-42" W a distance of 149.52 feet to a point;

Running thence S 24°-21'-34" E a distance of 182.67 feet to a point;

Running thence S 82°-10'-16" E a distance of 156.44 feet to a point;

Running thence S 28°-23'-36" E a distance of 345.20 feet to a point;

Running thence N 73°-44'-59" E a distance of 173.80 feet to a point;

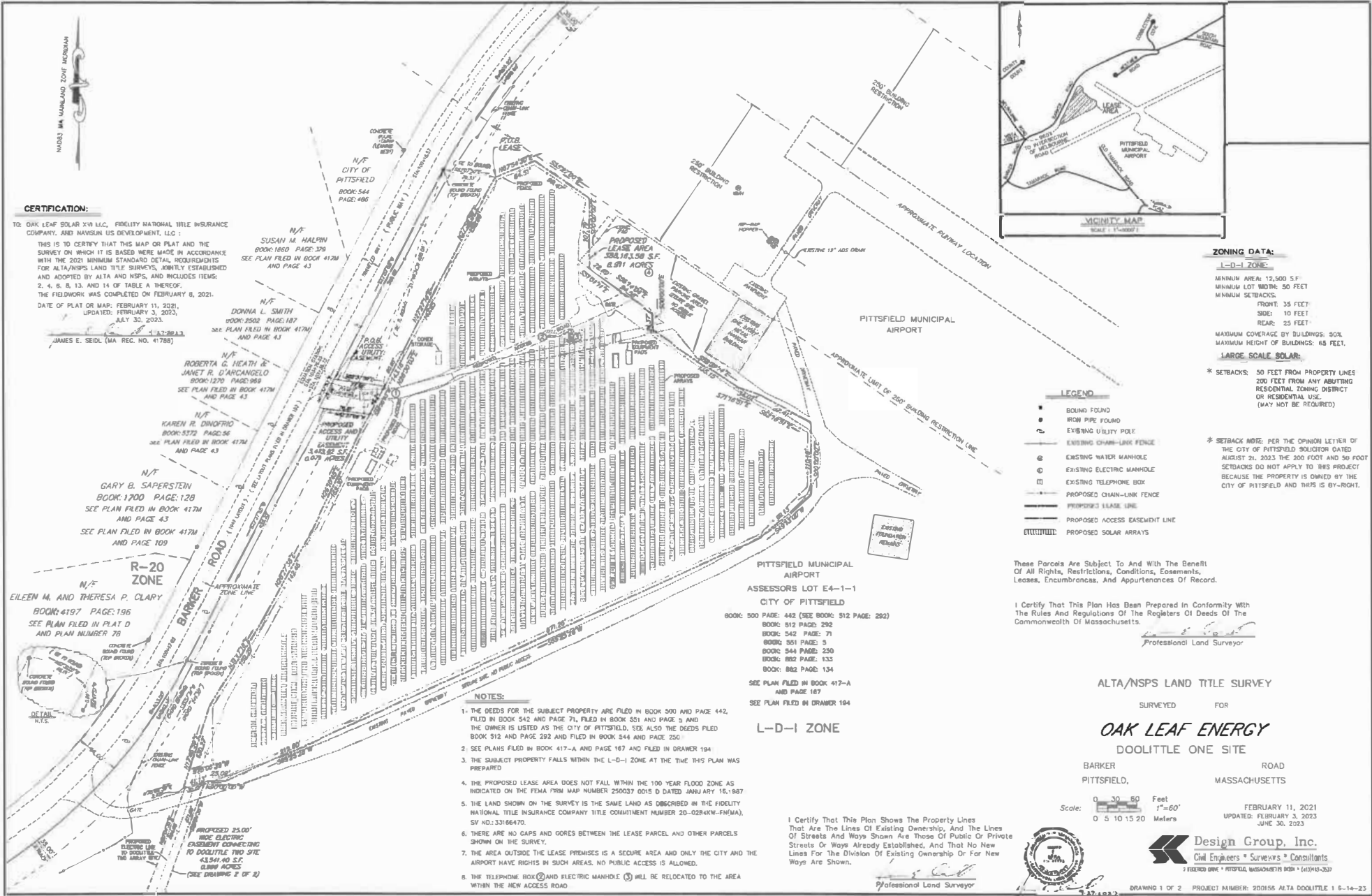
Running thence N 63°-26'-06" E a distance of 99.56 feet to a point;

Running thence S 00°-00'-00" E partially along the westerly line of the Doolittle Two Proposed Lease Area a distance of 27.95 feet to the point of beginning.

Containing 43,541.40 square feet or 0.999 acres according to said Plan.

**EXHIBIT B
SURVEYS**

[See Attached]



ZONING DATA:
L-D-1 ZONE:
 MINIMUM AREA: 12,500 S.F.
 MINIMUM LOT WIDTH: 50 FEET
 MINIMUM SETBACKS:
 FRONT: 35 FEET
 SIDE: 10 FEET
 REAR: 25 FEET
 MAXIMUM COVERAGE BY BUILDINGS: 50%
 MAXIMUM HEIGHT OF BUILDINGS: 65 FEET.
LARGE SCALE SOLAR:
 * SETBACKS: 50 FEET FROM PROPERTY LINES
 200 FEET FROM ANY ADJUTING
 RESIDENTIAL ZONING DISTRICT
 OR RESIDENTIAL USE.
 (MAY NOT BE REQUIRED)

LEGEND

- BUILDING FOUND
- IRON PIPE FOUND
- EXISTING UTILITY POLE
- EXISTING CHAIN-LINK FENCE
- ⊕ EXISTING WATER MANHOLE
- ⊙ EXISTING ELECTRIC MANHOLE
- Ⓜ EXISTING TELEPHONE BOX
- PROPOSED CHAIN-LINK FENCE
- PROPOSED LEASE LINE
- PROPOSED ACCESS EASEMENT LINE
- ▨ PROPOSED SOLAR ARRAYS

* SETBACKS: 50 FEET FROM PROPERTY LINES
 200 FEET FROM ANY ADJUTING
 RESIDENTIAL ZONING DISTRICT
 OR RESIDENTIAL USE.
 (MAY NOT BE REQUIRED)

These Parcels Are Subject To And With The Benefit
 Of All Rights, Restrictions, Conditions, Easements,
 Leases, Encumbrances, And Appurtenances Of Record.

I Certify That This Plan Has Been Prepared In Conformity With
 The Rules And Regulations Of The Registrars Of Deeds Of The
 Commonwealth Of Massachusetts.
 Professional Land Surveyor

ALTA/NSPS LAND TITLE SURVEY

SURVEYED FOR

OAK LEAF ENERGY
 DOOLITTLE ONE SITE

BARKER ROAD
 PITTSFIELD, MASSACHUSETTS

Scale: 0 30 60 Feet
 0 5 10 15 20 Meters
 1"=60'

FEBRUARY 11, 2021
 UPDATED: FEBRUARY 3, 2023
 JUNE 30, 2023

Design Group, Inc.
 Civil Engineers • Surveyors • Consultants
 1 FEDERAL ONE • PITTSFIELD, MASSACHUSETTS 01501-1337



Professional Land Surveyor

DRAWING 1 OF 2 PROJECT NUMBER: 200156 ALTA DOOLITTLE 1 6-14-23

CERTIFICATION:

TO OAK LEAF SOLAR X IV LLC, FIDELITY NATIONAL TITLE INSURANCE COMPANY, AND NAVISUN US DEVELOPMENT, LLC:
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL, REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, ABOLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 4, 6, 8, 13, AND 14 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON FEBRUARY 6, 2021.
 DATE OF PLAT OR MAP: FEBRUARY 11, 2021,
 UPDATED: FEBRUARY 3, 2023,
 JULY 30, 2023.
 JAMES E. SEIDL (MA REG. NO. 41788)

N/F
 CITY OF
 PITTSFIELD
 BOOK: 544
 PAGE: 466

N/F
 SUSAN M. HALPIN
 BOOK: 1860
 PAGE: 378
 SEE PLAN FILED IN BOOK 417M
 AND PAGE 43

N/F
 DONNA L. SMITH
 BOOK: 2502
 PAGE: 187
 SEE PLAN FILED IN BOOK 417M
 AND PAGE 43

N/F
 ROBERTA G. HEATH &
 JANET R. D'ARCANGELO
 BOOK: 1270
 PAGE: 869
 SEE PLAN FILED IN BOOK 417M
 AND PAGE 43

N/F
 KAREN R. DIORICHO
 BOOK: 5372
 PAGE: 56
 SEE PLAN FILED IN BOOK 417M
 AND PAGE 43

N/F
 GARY B. SAPERSTEIN
 BOOK: 1700
 PAGE: 128
 SEE PLAN FILED IN BOOK 417M
 AND PAGE 43
 SEE PLAN FILED IN BOOK 417M
 AND PAGE 109

N/F
 EILEEN M. AND THERESA P. CLARY
 BOOK: 4197
 PAGE: 196
 SEE PLAN FILED IN PLAT D
 AND PLAN NUMBER 78

NOTES:

1. THE DEEDS FOR THE SUBJECT PROPERTY ARE FILED IN BOOK 500 AND PAGE 442, FILED IN BOOK 542 AND PAGE 71, FILED IN BOOK 551 AND PAGE 5 AND THE OWNER IS LISTED AS THE CITY OF PITTSFIELD. SEE ALSO THE DEEDS FILED BOOK 512 AND PAGE 292 AND FILED IN BOOK 544 AND PAGE 250.
2. SEE PLANS FILED IN BOOK 417-A AND PAGE 167 AND FILED IN DRAWER 194
3. THE SUBJECT PROPERTY FALLS WITHIN THE L-D-1 ZONE AT THE TIME THIS PLAN WAS PREPARED.
4. THE PROPOSED LEASE AREA DOES NOT FALL WITHIN THE 100-YEAR FLOOD ZONE AS INDICATED ON THE FEMA FIRM MAP NUMBER 250037 0015 D DATED JANUARY 15, 1987
5. THE LAND SHOWN ON THE SURVEY IS THE SAME LAND AS DESCRIBED IN THE FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT NUMBER 20-0284N-FN(MA), SV NO: 33166470.
6. THERE ARE NO GAPS AND GORES BETWEEN THE LEASE PARCEL AND OTHER PARCELS SHOWN ON THE SURVEY.
7. THE AREA OUTSIDE THE LEASE PREMISES IS A SECURE AREA AND ONLY THE CITY AND THE AIRPORT HAVE RIGHTS IN SUCH AREAS. NO PUBLIC ACCESS IS ALLOWED.
8. THE TELEPHONE BOX (Ⓜ) AND ELECTRIC MANHOLE (⊕) WILL BE RELOCATED TO THE AREA WITHIN THE NEW ACCESS ROAD.

PITTSFIELD MUNICIPAL
 AIRPORT

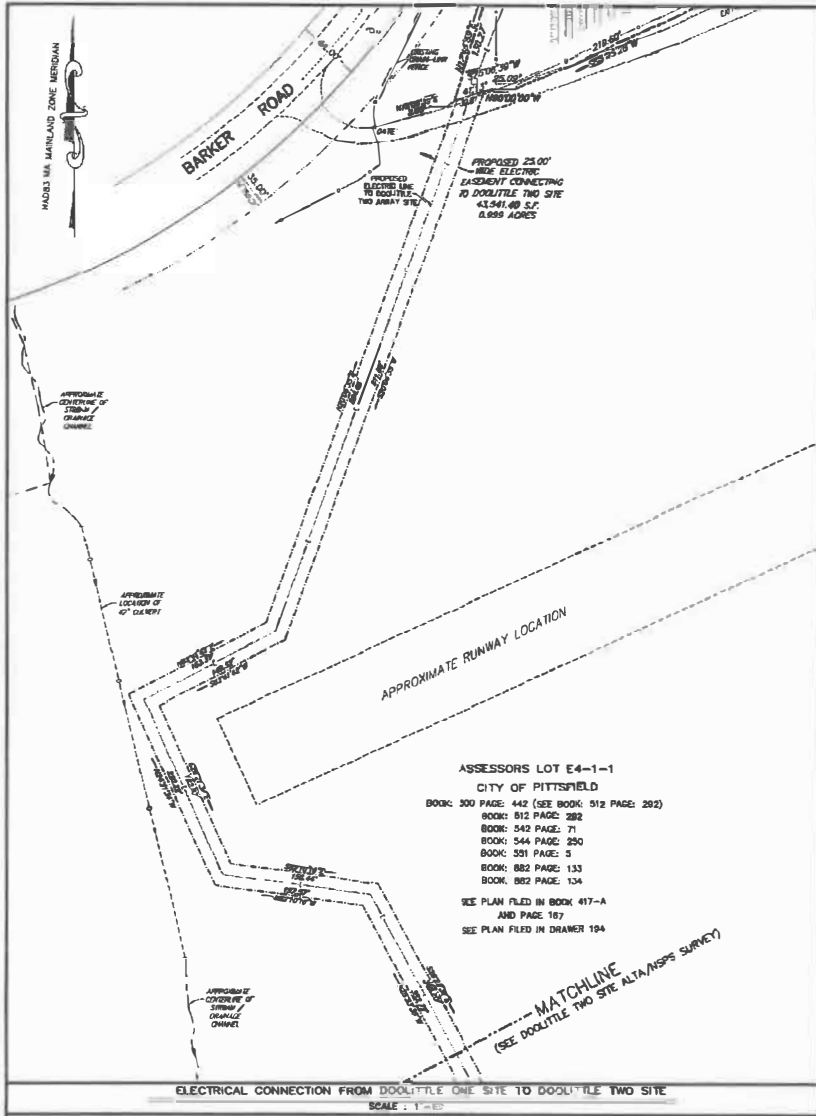
ASSESSORS LOT E4-1-1
 CITY OF PITTSFIELD

BOOK: 500 PAGE: 442 (SEE BOOK: 512 PAGE: 292)
 BOOK: 512 PAGE: 292
 BOOK: 542 PAGE: 71
 BOOK: 551 PAGE: 5
 BOOK: 544 PAGE: 250
 BOOK: 882 PAGE: 133
 BOOK: 882 PAGE: 134

SEE PLAN FILED IN BOOK 417-A
 AND PAGE 167
 SEE PLAN FILED IN DRAWER 194

L-D-1 ZONE

I Certify That This Plan Shows The Property Lines
 That Are The Lines Of Existing Ownership, And The Lines
 Of Streets And Ways Shown Are Those Of Public Or Private
 Streets Or Ways Already Established, And That No New
 Lines For The Division Of Existing Ownership Or For New
 Ways Are Shown.



DOOLITTLE ONE SITE ACCESS AND UTILITY EASEMENT DESCRIPTION:

BEGINNING AT A POINT IN THE EASTERN SLOPE OF BARKER ROAD, SAID POINT BE 23.27'-33\"/>

CONTAINING 1,173.82 SQUARE FEET OR 0.027 ACRES ACCORDING TO SAID PLAN.

DOOLITTLE ONE SITE LEASE AREA DESCRIPTION:

BEGINNING AT A POINT WITHIN THE CITY OF PITTSFIELD PROPERTY, SAID POINT BEING 285'-07\"/>

I Certify That This Plan Shows The Property Lines That Are The Lines Of Existing Ownership, And The Lines Of Streets And Ways Shown Are Those Of Public Or Private Streets Or Ways Already Established, And That No New Lines For The Division Of Existing Ownership Or For New Ways Are Shown.

Professional Land Surveyor

I Certify That This Plan Has Been Prepared In Conformity With The Rules And Regulations Of The Registers Of Deeds Of The Commonwealth Of Massachusetts.

Professional Land Surveyor

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE SCHEDULE B,
PART II (EXCEPTIONS) FILE NUMBER 20_0284KW_FN(MA)**

- ANY EJECT, LEIN, ENCUMBRANCE, ADVISE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHED, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B PART I - REQUIREMENTS ARE MET. NONE TO MY KNOWLEDGE.
- RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NONE TO MY KNOWLEDGE.
- AS TO DOOLITTLE PARCEL 1:
PLAN ENTITLED "ALTA/NSPS LAND TITLE SURVEY FOR OAK LEAF ENERGY DOOLITTLE ONE SITE, BARKER ROAD, PITTSFIELD, MASSACHUSETTS, SCALE: 1"=60' FEBRUARY 11, 2021, UPDATED: FEBRUARY 3, 2023, JUNE 30, 2023" PREPARED BY SK DESIGN GROUP, INC. (TO BE FINANCED) REVEALS THE FOLLOWING:
A. PAVED DRIVEWAY AND GATE USED TO ACCESS EXISTING TELEPHONE BOX AND ELECTRIC MANHOLE WITH PROPOSED SOLAR PANELS, SITE.
SEE (1) PLOTTED ON DRAWING 1 OF 2.
B. EXISTING TELEPHONE BOX LOCATED WITHIN PROPOSED SOLAR PANEL SITE.
SEE (2) PLOTTED ON DRAWING 1 OF 2.
C. EXISTING ELECTRIC MANHOLE LOCATED WITHIN PROPOSED SOLAR PANEL SITE.
SEE (3) PLOTTED ON DRAWING 1 OF 2.
- AS TO DOOLITTLE PARCEL 2:
PLAN ENTITLED "ALTA/NSPS LAND TITLE SURVEY FOR OAK LEAF ENERGY, DOOLITTLE TWO SITE, TAMARACK ROAD, PITTSFIELD, MASSACHUSETTS, SCALE: 1"=60' FEBRUARY 3, 2021, UPDATED: FEBRUARY 10, 2023, JULY 18, 2023" PREPARED BY SK DESIGN GROUP, INC. (TO BE FINANCED) REVEALS THE FOLLOWING:
A. NONE.
- SUCH MATTERS AS WOULD BE DISCLOSED BY A CURRENT CERTIFICATE OF MUNICIPAL LIENS.

- NOTE: ITEM 2 WILL BE REVISED OR DELETED UPON RECEIPT OF A SATISFACTORY AFFIDAVIT AS TO PARTIES IN POSSESSION. ITEM 4 WILL BE REVISED OR DELETED UPON RECEIPT OF A SATISFACTORY SURVEY AND SURVEYOR'S REPORT. ITEM 4 WILL BE REVISED UPON RECEIPT OF CERTIFICATE OF MUNICIPAL LIENS.
- THE QUANTITY OF ACREAGE, SQUARE FOOTAGE OR AREA OF THE LAND.
SEE (1) PLOTTED ON DRAWING 1 OF 2. THE LEASE AREA IS 388,163.58 S.F. OR 8.911 ACRES.
 - INTENTIONALLY OMITTED.
 - TAXING FOR AVIATION EASEMENTS DATED MARCH 15, 1973 AND RECORDED AT BOOK 934, PAGE 633.
THIS EASEMENT IS ON THE OPPOSITE SIDE (EASTERLY SIDE) OF THE AIRPORT.
 - ORDER OF TAXING BY INDIAN ELECTRIC COMPANY DATED AUGUST 26, 1937 AND RECORDED IN BOOK 881, PAGE 299.
THIS EASEMENT IS NOT PLOTTED AS IT IS ON THE OTHER SIDE (EASTERLY SIDE) OF THE AIRPORT AND DOES NOT IMPACT THE LEASE AREA OR ANY OF THE EASEMENTS INDICATED ON THIS PLAN.
 - TAXING FOR AVIATION EASEMENTS DATED JUNE 6, 1971 AND RECORDED AT BOOK 907, PAGE 172.
THIS EASEMENT IS NOT PLOTTED AS IT IS ON THE OTHER SIDE (EASTERLY SIDE) OF THE AIRPORT AND DOES NOT IMPACT THE LEASE AREA OR ANY OF THE EASEMENTS INDICATED ON THIS PLAN.
 - ANY RIGHTS IN FAVOR OF THE UNITED STATES OF AMERICA, FEDERAL AVIATION ADMINISTRATION, OR THE BUREAU OF THE FEDERAL AERONAUTICAL SERVICE.
FAA RIGHTS NOT PROVIDED TO BE PLOTTED.
 - FAA AIRPORT APPROVEMENT GRANT AGREEMENT CITY OF PITTSFIELD, MA WITH THE UNITED STATES OF AMERICA, ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION, UNDER INSTRUMENT DATED JULY 27, 2012 AND RECORDED SEPTEMBER 2, 2012 IN BOOK 727, PAGE 154.
THE EASEMENTS DESCRIBED IN THIS GRANT DO NOT FALL WITHIN THE LEASE OR EASEMENT AREAS INDICATED ON THIS PLAN.
 - ORDER AUTHORIZING THE PURCHASE AND ACQUISITION OF FOUR PERMANENT AVIATION EASEMENTS BY THE CITY OF PITTSFIELD UNDER INSTRUMENT DATED AUGUST 12, 2012 IN BOOK 707, PAGE 301.
THE EASEMENTS DESCRIBED IN THIS ORDER DO NOT FALL WITHIN THE LEASE OR EASEMENT AREAS INDICATED ON THIS PLAN.

ALTA/NSPS LAND TITLE SURVEY

SURVEYED FOR

**OAK LEAF ENERGY
DOOLITTLE ONE SITE**

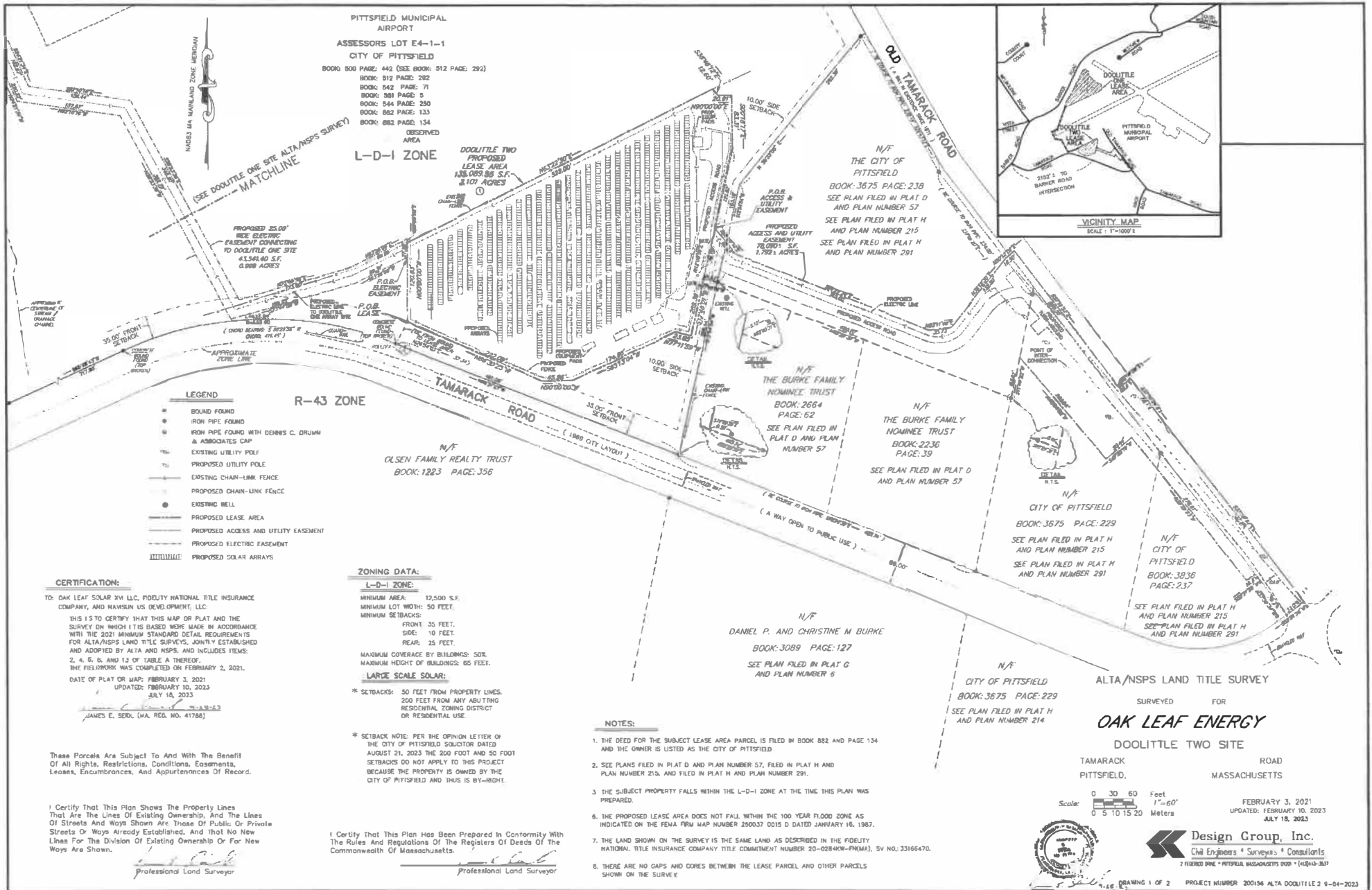
BARKER ROAD
PITTSFIELD, MASSACHUSETTS

Scale: 0 30 60 Feet
0 5 10 15 20 Meters
1"=60'

FEBRUARY 11, 2021
UPDATED: FEBRUARY 3, 2023
JUNE 30, 2023



Design Group, Inc.
Civil Engineers • Surveyors • Consultants
2 FEDERAL DRIVE • PITTSFIELD, MASSACHUSETTS 01103-1517



PITTSFIELD MUNICIPAL AIRPORT
 ASSESSORS LOT E4-1-1
 CITY OF PITTSFIELD
 BOOK: 500 PAGE: 442 (SEE BOOK: 512 PAGE: 292)
 BOOK: 512 PAGE: 292
 BOOK: 542 PAGE: 71
 BOOK: 561 PAGE: 5
 BOOK: 544 PAGE: 250
 BOOK: 582 PAGE: 133
 BOOK: 582 PAGE: 134

(SEE DOOLITTLE ONE SITE ALTA/NSPS SURVEY)
 MATCHLINE

L-D-1 ZONE

DOOLITTLE TWO
 PROPOSED
 LEASE AREA
 138,099.85 S.F.
 3.107 ACRES

N/F
 THE CITY OF
 PITTSFIELD
 BOOK: 3675 PAGE: 238
 SEE PLAN FILED IN PLAT D
 AND PLAN NUMBER 57
 SEE PLAN FILED IN PLAT H
 AND PLAN NUMBER 215
 AND PLAN NUMBER 291

N/F
 THE BURKE FAMILY
 NOMINEE TRUST
 BOOK: 2664
 PAGE: 62
 SEE PLAN FILED IN
 PLAT D AND PLAN
 NUMBER 57

N/F
 THE BURKE FAMILY
 NOMINEE TRUST
 BOOK: 2236
 PAGE: 39
 SEE PLAN FILED IN PLAT D
 AND PLAN NUMBER 57

N/F
 CITY OF PITTSFIELD
 BOOK: 3675 PAGE: 229
 SEE PLAN FILED IN PLAT H
 AND PLAN NUMBER 215
 SEE PLAN FILED IN PLAT H
 AND PLAN NUMBER 291

N/F
 CITY OF PITTSFIELD
 BOOK: 3836
 PAGE: 237
 SEE PLAN FILED IN PLAT H
 AND PLAN NUMBER 215
 SEE PLAN FILED IN PLAT H
 AND PLAN NUMBER 291

N/F
 CITY OF PITTSFIELD
 BOOK: 3675 PAGE: 229
 SEE PLAN FILED IN PLAT H
 AND PLAN NUMBER 214

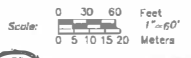
ALTA/NSPS LAND TITLE SURVEY

SURVEYED FOR

OAK LEAF ENERGY

DOOLITTLE TWO SITE

TAMARACK ROAD
 PITTSFIELD, MASSACHUSETTS



FEBRUARY 3, 2021
 UPDATED: FEBRUARY 10, 2023
 JULY 18, 2023



Design Group, Inc.
 Civil Engineers & Surveyors & Consultants
 2 FLEET DRIVE • PITTSFIELD, MASSACHUSETTS 01057 • (413)443-3017

- LEGEND**
- BOUND FOUND
 - IRON PIPE FOUND
 - IRON PIPE FOUND WITH DENNIS C. DRUM & ASSOCIATES CAP
 - EXISTING UTILITY POLE
 - PROPOSED UTILITY POLE
 - EXISTING CHAIN-LINK FENCE
 - PROPOSED CHAIN-LINK FENCE
 - EXISTING WELL
 - PROPOSED LEASE AREA
 - PROPOSED ACCESS AND UTILITY EASEMENT
 - PROPOSED ELECTRIC EASEMENT
 - ||||| PROPOSED SOLAR ARRAYS

R-43 ZONE

N/F
 OLSEN FAMILY REALTY TRUST
 BOOK: 1223 PAGE: 356

ZONING DATA:

L-D-1 ZONE:
 MINIMUM AREA: 12,500 S.F.
 MINIMUM LOT WIDTH: 50 FEET
 MINIMUM SETBACKS:
 FRONT: 35 FEET,
 SIDE: 10 FEET,
 REAR: 25 FEET.
 MAXIMUM COVERAGE BY BUILDINGS: 50%
 MAXIMUM HEIGHT OF BUILDINGS: 65 FEET.
LARGE SCALE SOLAR:
 * SETBACKS: 50 FEET FROM PROPERTY LINES,
 200 FEET FROM ANY ADJUTING
 RESIDENTIAL ZONING DISTRICT
 OR RESIDENTIAL USE

* SETBACK NOTE: PER THE OPINION LETTER OF
 THE CITY OF PITTSFIELD SCAVOTIOR DATED
 AUGUST 21, 2023 THE 200 FOOT AND 50 FOOT
 SETBACKS DO NOT APPLY TO THIS PROJECT
 BECAUSE THE PROPERTY IS OWNED BY THE
 CITY OF PITTSFIELD AND THIS IS 81-RIGHT.

CERTIFICATION:

TO: OAK LEAF SOLAR XV LLC, FIDELITY NATIONAL TITLE INSURANCE COMPANY, AND HANSON US DEVELOPMENT, LLC:
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS: 2, 4, 6, 8, AND 13 OF TABLE A THEREOF.
 THE FIELDWORK WAS COMPLETED ON FEBRUARY 2, 2021.
 DATE OF PLAT OR MAP: FEBRUARY 3, 2021
 UPDATED: FEBRUARY 10, 2023
 JULY 18, 2023
 JAMES E. SEDO, (MA. REG. NO. 41788)

These Parcels Are Subject To And With The Benefit Of All Rights, Restrictions, Conditions, Easements, Leases, Encumbrances, And Appurtenances Of Record.

I Certify That This Plan Shows The Property Lines That Are The Lines Of Existing Ownership, And The Lines Of Streets And Ways Shown Are Those Of Public Or Private Streets Or Ways Already Established, And That No New Lines For The Division Of Existing Ownership Or For New Ways Are Shown.

James E. Sedo
 Professional Land Surveyor

I Certify That This Plan Has Been Prepared in Conformity With The Rules And Regulations Of The Registers Of Deeds Of The Commonwealth Of Massachusetts.

Professional Land Surveyor

NOTES:

1. THE DEED FOR THE SUBJECT LEASE AREA PARCEL IS FILED IN BOOK 882 AND PAGE 134 AND THE OWNER IS LISTED AS THE CITY OF PITTSFIELD.
2. SEE PLANS FILED IN PLAT D AND PLAN NUMBER 57, FILED IN PLAT H AND PLAN NUMBER 215, AND FILED IN PLAT H AND PLAN NUMBER 291.
3. THE SUBJECT PROPERTY FALLS WITHIN THE L-D-1 ZONE AT THE TIME THIS PLAN WAS PREPARED.
4. THE PROPOSED LEASE AREA DOES NOT FALL WITHIN THE 100 YEAR FLOOD ZONE AS INDICATED ON THE FEMA FIRM MAP NUMBER 250037 0015 D DATED JANUARY 16, 1987.
5. THE LAND SHOWN ON THE SURVEY IS THE SAME LAND AS DESCRIBED IN THE FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT NUMBER 20-0284KW-FRMJM), SV NO. 33166470.
6. THERE ARE NO GAPS AND CORES BETWEEN THE LEASE PARCEL AND OTHER PARCELS SHOWN ON THE SURVEY.

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 EXECUTE A
FIRST AMENDMENT TO LEASE DATED FEBRUARY 24, 2021 BETWEEN THE PITTSFIELD
MUNICIPAL AIRPORT COMMISSION AND OAK LEAF SOLAR XVI, LLC
FOR PROPERTY LOCATED AT BARKER ROAD**

Ordered:

That the City of Pittsfield, acting by and through its Mayor and City Council, hereby authorizes the Pittsfield Municipal Airport Commission to execute a First Amendment to Lease Agreement dated February 24, 2021 for property located at Barker Road known as Assessor's Parcel ID Number E04-0001-001 and Assessor's Parcel ID Number F05- 0002-010 to Oak Leaf Solar XVI, LLC. The First Amendment grants the Oak Leaf Solar XVI, LLC four extension terms of five years each for the purpose of constructing and operating a solar energy facility. A copy of the First Amendment to Lease is attached hereto.

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

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this “**Amendment**”) is made as of the ____ day of _____, 2023, by and between PITTSFIELD MUNICIPAL AIRPORT COMMISSION, a Commission appointed by the City of Pittsfield, Massachusetts, a municipal corporation of the Commonwealth of Massachusetts, with custody and control of the Pittsfield Municipal Airport (“**Landlord**”) and OAK LEAF SOLAR XVII LLC, a Colorado limited liability company (“**Tenant**”).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement, dated February 24, 2021 (the “**Lease**”) with respect to a portion of the real property located in Pittsfield, Massachusetts, together with any improvements located thereon from time to time, and together with the solar easement (as described in the Lease), and all expansions, alterations, additions, improvements, and other modifications to any such improvements thereto; and

WHEREAS, Landlord and Tenant now desire to modify the number of Extension Terms, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Defined Terms.** Unless otherwise defined in this Amendment, any capitalized or defined term used herein shall have its respective meaning as set forth in the Lease.
2. **Extension Terms.** The Lease is hereby amended as follows:
 - (a) Section 3.2 of the Lease is amended by replacing “two (2) additional terms of five (5) years” with “four (4) additional terms of five (5) years”; and
 - (b) All references in the Lease to “both Extension Terms” are replaced with “all Extension Terms.”
3. **Base Rent.** Exhibit E of the Lease is hereby deleted in its entirety and is replaced with the Replacement Exhibit E attached hereto.
4. **Entire Agreement.** This Amendment, together with the Lease, constitutes the entire agreement between Landlord and Tenant regarding the Lease and the subject matter contained herein and supersedes any and all prior and/or contemporaneous oral or written negotiations, agreement or understandings.
5. **Incorporation.** The Lease, as modified herein, remains in full force and effect, and the parties hereby ratify the same. This Amendment shall be binding upon the parties and their respective successors and assigns. To the extent the terms and conditions of the Lease

conflict with or are inconsistent with this Amendment, the terms and conditions of this Amendment shall control.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed to be originals and together shall constitute one and the same instrument. The parties hereto consent and agree that this Amendment may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the parties so signing as a paper copy bearing such parties' handwritten signatures. The parties further consent and agree that (1) to the extent a party signs this Amendment using electronic signature technology, by clicking "SIGN", such party is signing this Amendment electronically, and (2) the electronic signatures appearing on this Amendment shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment under seal as of the day and year first written above.

LANDLORD:

TENANT:

**LANDLORD:
PITTSFIELD MUNICIPAL AIRPORT
COMMISSION**

**TENANT:
OAK LEAF SOLAR XVII LLC, a Colorado
limited liability company**

By: _____
Name: _____
Title: Chair, as duly authorized

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Chief Procurement Officer

By: _____
Name: _____
Title: Mayor

REPLACEMENT EXHIBIT E
Base Rent

Solar Area 1 (Doolittle)			
Term	Year	New Base Rent	New Rate/Acre
Initial Term	Year 1	\$ 26,213	\$ 2,182
	Year 2	\$ 34,303	\$ 2,856
	Year 3	\$ 34,687	\$ 2,888
	Year 4	\$ 35,076	\$ 2,920
	Year 5	\$ 35,469	\$ 2,953
	Year 6	\$ 35,866	\$ 2,986
	Year 7	\$ 36,268	\$ 3,019
	Year 8	\$ 36,674	\$ 3,053
	Year 9	\$ 37,085	\$ 3,087
	Year 10	\$ 37,500	\$ 3,122
	Year 11	\$ 37,920	\$ 3,157
	Year 12	\$ 38,345	\$ 3,192
	Year 13	\$ 38,774	\$ 3,228
	Year 14	\$ 39,208	\$ 3,264
	Year 15	\$ 39,648	\$ 3,301
	Year 16	\$ 40,092	\$ 3,338
	Year 17	\$ 40,541	\$ 3,375
	Year 18	\$ 40,995	\$ 3,413
	Year 19	\$ 41,454	\$ 3,451
	Year 20	\$ 41,918	\$ 3,490
1st Renewal	Year 21	\$ 42,388	\$ 3,529
	Year 22	\$ 42,862	\$ 3,568
	Year 23	\$ 43,343	\$ 3,608
	Year 24	\$ 43,828	\$ 3,649
	Year 25	\$ 44,319	\$ 3,690
2nd Renewal	Year 26	\$ 44,815	\$ 3,731
	Year 27	\$ 45,317	\$ 3,773
	Year 28	\$ 45,825	\$ 3,815
	Year 29	\$ 46,338	\$ 3,858
	Year 30	\$ 46,857	\$ 3,901
3rd Renewal	Year 31	\$ 47,382	\$ 3,945
	Year 32	\$ 47,912	\$ 3,989
	Year 33	\$ 48,449	\$ 4,033
	Year 34	\$ 48,991	\$ 4,079
	Year 35	\$ 49,540	\$ 4,124
4th Renewal	Year 36	\$ 50,095	\$ 4,170
	Year 37	\$ 50,656	\$ 4,217
	Year 38	\$ 51,223	\$ 4,264
	Year 39	\$ 51,797	\$ 4,312
	Year 40	\$ 52,377	\$ 4,360
Total		\$ 1,692,351	

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 EXECUTE A
FIRST AMENDMENT TO LEASE DATED FEBRUARY 24, 2021 BETWEEN THE PITTSFIELD
MUNICIPAL AIRPORT COMMISSION AND OAK LEAF SOLAR XVII, LLC
FOR PROPERTY LOCATED AT BARKER ROAD**

Ordered:

That the City of Pittsfield, acting by and through its Mayor and City Council, hereby authorizes the Pittsfield Municipal Airport Commission to execute a First Amendment to Lease Agreement dated February 24, 2021 for property located at Barker Road known as Assessor's Parcel ID Number E04-0001-001 and Assessor's Parcel ID Number F05- 0002-010 to Oak Leaf Solar XVII, LLC. The First Amendment grants the Oak Leaf Solar XVII, LLC four extension terms of five years each for the purpose of constructing and operating a solar energy facility. A copy of the First Amendment to Lease is attached hereto.

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

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this “**Amendment**”) is made as of the ____ day of _____, 2023, by and between PITTSFIELD MUNICIPAL AIRPORT COMMISSION, a Commission appointed by the City of Pittsfield, Massachusetts, a municipal corporation of the Commonwealth of Massachusetts, with custody and control of the Pittsfield Municipal Airport (“**Landlord**”) and OAK LEAF SOLAR XVI LLC, a Delaware limited liability company (“**Tenant**”).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement, dated February 24, 2021 (the “**Lease**”) with respect to a portion of the real property located in Pittsfield, Massachusetts, together with any improvements located thereon from time to time, and together with the solar easement (as described in the Lease) and Access and Utility Easement dated January 4, 2023 and recorded with the Berkshire Middle Registry of Deeds at Book 7396, and Page 28 and Utility Easement dated January 4, 2023 and recorded with the Berkshire Middle Registry of Deeds at Book 7396, and Page 43, and all expansions, alterations, additions, improvements, and other modifications to any such improvements thereto; and

WHEREAS, Landlord and Tenant now desire to modify the Lease, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Defined Terms.** Unless otherwise defined in this Amendment, any capitalized or defined term used herein shall have its respective meaning as set forth in the Lease.
2. **Premises Description.** For purposes of Section 1.1(b) of the Lease, the parties confirm that the Premises is shown on the survey attached hereto as Exhibit A-1, and the legal description of the Premises is attached in Exhibit A-2 hereto.
3. **Extension Terms.** The Lease is hereby amended as follows:
 - (a) Section 3.2 of the Lease is amended by replacing “two (2) additional terms of five (5) years” with “four (4) additional terms of five (5) years”; and
 - (b) All references in the Lease to “both Extension Terms” are replaced with “all Extension Terms.”
4. **Base Rent.** Exhibit E of the Lease is hereby deleted in its entirety and is replaced with the Replacement Exhibit E attached hereto.
5. **Entire Agreement.** This Amendment, together with the Lease, constitutes the entire agreement between Landlord and Tenant regarding the Lease and the subject matter

contained herein and supersedes any and all prior and/or contemporaneous oral or written negotiations, agreement or understandings.

6. **Incorporation.** The Lease, as modified herein, remains in full force and effect, and the parties hereby ratify the same. This Amendment shall be binding upon the parties and their respective successors and assigns. To the extent the terms and conditions of the Lease conflict with or are inconsistent with this Amendment, the terms and conditions of this Amendment shall control.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed to be originals and together shall constitute one and the same instrument. The parties hereto consent and agree that this Amendment may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the parties so signing as a paper copy bearing such parties' handwritten signatures. The parties further consent and agree that (1) to the extent a party signs this Amendment using electronic signature technology, by clicking "SIGN", such party is signing this Amendment electronically, and (2) the electronic signatures appearing on this Amendment shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment under seal as of the day and year first written above.

LANDLORD:

TENANT:

**LANDLORD:
PITTSFIELD MUNICIPAL AIRPORT
COMMISSION**

**TENANT:
OAK LEAF SOLAR XVI LLC, a Delaware
limited liability company**

By: _____
Name: _____
Title: Chair, as duly authorized

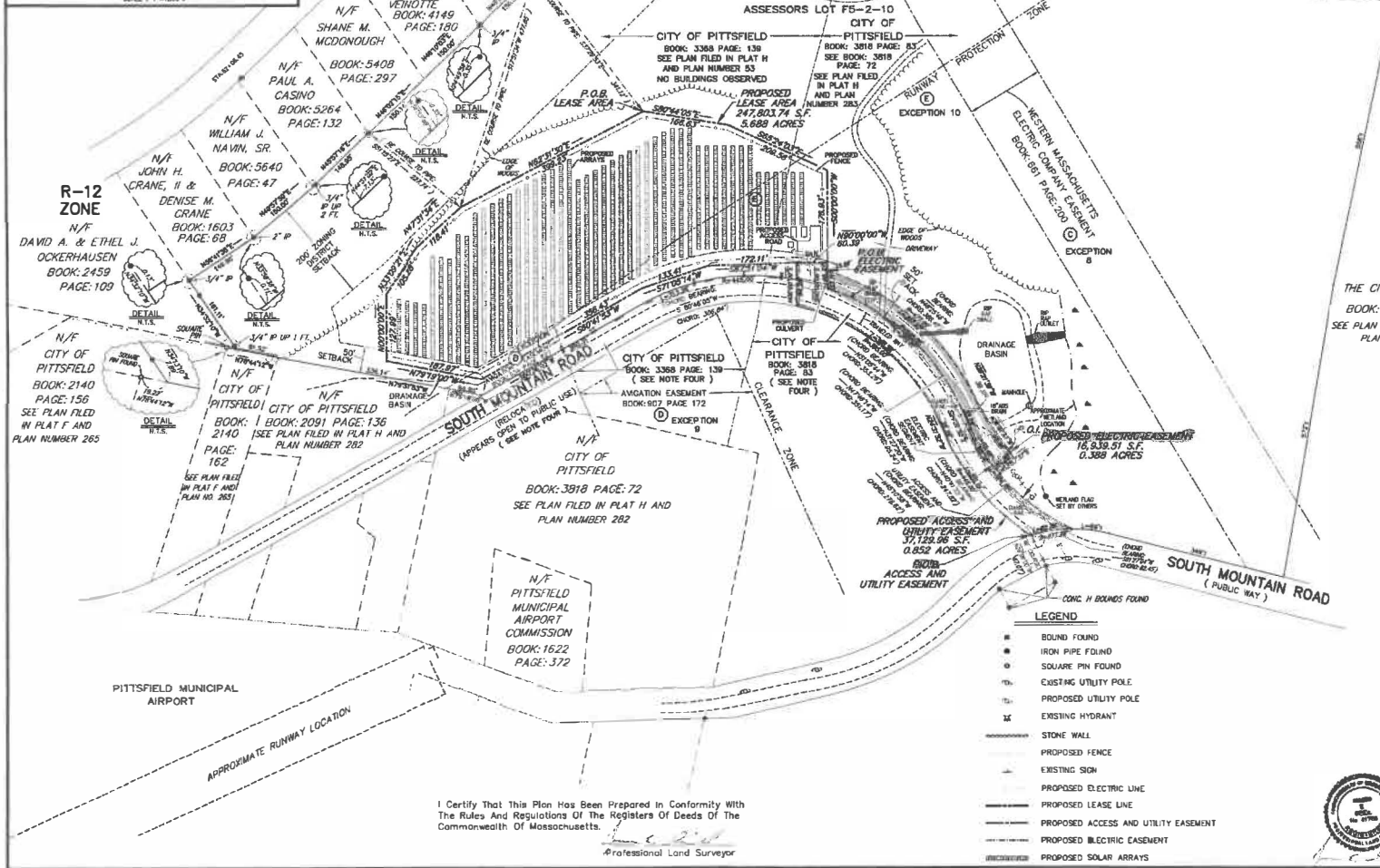
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Chief Procurement Officer

By: _____
Name: _____
Title: Mayor

EXHIBIT A-1
SURVEY

[See Attached]



ZONING DATA:
L-D-1 ZONE:
 MINIMUM AREA: 12,500 S.F.
 MINIMUM LOT WIDTH: 50 FEET.
 MINIMUM SETBACKS:
 FRONT: 35 FEET.
 SIDE: 10 FEET.
 REAR: 25 FEET.
 MAXIMUM COVERAGE BY BUILDINGS: 50%.
 MAXIMUM HEIGHT OF BUILDINGS: 65 FEET.
LARGE SCALE SOLAR:
 SETBACKS: 50 FEET FROM PROPERTY LINES.
 200 FEET FROM ANY ADJUTING RESIDENTIAL ZONING DISTRICT OR RESIDENTIAL USE.

- NOTES:**
1. THE DEEDS FOR THE SUBJECT PARCELS ARE FILED IN BOOK 3388 AND PAGE 139 AND IN BOOK 3818 AND PAGE 83 AND THE OWNER IS LISTED AS THE CITY OF PITTSFIELD.
 2. SEE PLANS OF SUBJECT PROPERTY FILED IN PLAT H AND PLAN NUMBER 53 AND FILED IN PLAT H AND PLAN NUMBER 263.
 3. THE SUBJECT PROPERTY FALLS WITHIN THE L-D-1 ZONE AT THE TIME THIS PLAN WAS PREPARED.
 4. THE RIGHT OF WAY FOR THE RELOCATED PORTION OF SOUTH MOUNTAIN ROAD INDICATED ON THIS PLAN HAS NOT BEEN ESTABLISHED BY THE CITY OF PITTSFIELD. THE RIGHT OF WAY INDICATED ON THIS PLAN WAS ESTABLISHED USING THE COORDINATES FOR THE BASELINE AND BY USING A TYPICAL PITTSFIELD RIGHT OF WAY WIDTH OF 50 FEET. THE RELOCATED SECTION OF SOUTH MOUNTAIN ROAD INDICATED ON THIS PLAN IS OWNED BY THE CITY OF PITTSFIELD.
 5. THE ELECTRIC EASEMENT, AVIGATION EASEMENTS, AND RUNWAY ZONING WERE COMPILED FROM EXISTING SURVEY PLANS.
 6. THE PROPOSED LEASE AREA DOES NOT FALL WITHIN THE 100 YEAR FLOOD ZONE AS INDICATED ON THE FEMA FIRM MAP NUMBER 250037 0015 D DATED JANUARY 16, 1987.
 7. SEE FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT NUMBER N0030004 / 20-0284KW-FN(MA) DATED NOVEMBER 7, 2022.

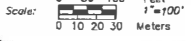
CERTIFICATION:
 TO: OAK LEAF SOLAR XM LLC, FIDELITY NATIONAL TITLE INSURANCE COMPANY, AND NAVSUN US DEVELOPMENT, LLC.
 THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS: 2, 3, 4, 6, 8, AND 13 OF TABLE A THEREO'.
 THE FIELDWORK WAS COMPLETED ON JUNE 8, 2022.
 DATE OF PLAN OR MAP: JANUARY 29, 2021, UPDATED: JULY 26, 2022, NOVEMBER 21, 2022, DECEMBER 22, 2022.
 JAMES E. SEIDL (MA REG. NO. 41785)
 These Parcels Are Subject To And With The Benefit Of All Rights, Restrictions, Conditions, Easements, Leases, Encumbrances, And Appurtenances Of Record.

N/F
 THE CITY OF PITTSFIELD
 BOOK: 3745 PAGE: 108
 SEE PLAN FILED IN PLAT H AND PLAN NUMBER 265

Professional Land Surveyor

ALTA/NSPS LAND TITLE SURVEY

SURVEYED FOR
OAK LEAF ENERGY
 EARHART SITE
 SOUTH MOUNTAIN ROAD
 PITTSFIELD, MASSACHUSETTS



JANUARY 29, 2021
 UPDATED: JULY 26, 2022
 NOVEMBER 21, 2022
 DECEMBER 22, 2022
Design Group, Inc.
 Civil Engineers * Surveyors * Consultants
 2 FEDERAL DRIVE • PITTSFIELD, MASSACHUSETTS 01201 • (413)441-3337

I Certify That This Plan Has Been Prepared in Conformity With The Rules And Regulations Of The Registers Of Deeds Of The Commonwealth Of Massachusetts.

Professional Land Surveyor

- LEGEND**
- BOUND FOUND
 - IRON PIPE FOUND
 - SQUARE PIN FOUND
 - EXISTING UTILITY POLE
 - PROPOSED UTILITY POLE
 - EXISTING HYDRANT
 - STONE WALL
 - PROPOSED FENCE
 - EXISTING SIGN
 - PROPOSED ELECTRIC LINE
 - PROPOSED LEASE LINE
 - PROPOSED ACCESS AND UTILITY EASEMENT
 - PROPOSED ELECTRIC EASEMENT
 - PROPOSED SOLAR ARRAYS

**EARHART SITE ACCESS AND UTILITY
EASEMENT DESCRIPTION:**

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SOUTH MOUNTAIN ROAD SAID POINT BEING 24'-00"-00" W AND 83.00' FEET FROM A POINT BEING IN THE SOUTHERLY LINE OF SOUTH MOUNTAIN ROAD AS INDICATED ON A PLAN ENTITLED "ALTA/NSPS LAND TITLE SURVEY SUBMITTED FOR OAK LEAF ENERGY, EARHART SITE, SOUTH MOUNTAIN ROAD, PITTSFIELD, MASSACHUSETTS, SCALE: 1"=100', JANUARY 29, 2021, UPDATED JULY 26, 2022, NOVEMBER 21, 2022, DECEMBER 22, 2022 PREPARED BY SK DESIGN GROUP, INC.;

RUNNING THENCE IN A NORTHERLY DIRECTION ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 443.00 FEET AN ARC DISTANCE OF 283.14 FEET TO A POINT;

RUNNING THENCE N 24°31'-52" W A DISTANCE OF 35.29 FEET TO A POINT;

RUNNING THENCE IN A NORTHERLY DIRECTION ALONG A CURVE TO THE LEFT WITH A RADIUS OF 395.00 FEET AN ARC DISTANCE OF 368.28 FEET TO A POINT;

RUNNING THENCE N 00°00'-00" E A DISTANCE OF 64.28 FEET TO A POINT IN THE SOUTHERLY LINE OF THE LEASE AREA;

RUNNING THENCE S 00°00'-00" E ALONG THE SOUTHERLY LINE OF THE LEASE AREA A DISTANCE OF 62.38 FEET TO THE SOUTHEAST CORNER OF THE LEASE AREA;

RUNNING THENCE S 00°00'-00" E A DISTANCE OF 48.37 FEET TO A POINT IN THE SOUTHERLY LINE OF THE ELECTRIC EASEMENT;

RUNNING THENCE IN A SOUTHERLY DIRECTION ALONG THE SOUTHERLY LINE OF THE ELECTRIC EASEMENT ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 440.58 FEET AN ARC DISTANCE OF 360.89 FEET TO A POINT IN THE SOUTHERLY LINE OF THE ELECTRIC EASEMENT;

RUNNING THENCE S 24°31'-52" E ALONG THE SOUTHERLY LINE OF THE ELECTRIC EASEMENT A DISTANCE OF 35.29 FEET TO THE POINT OF BEGINNING;

RUNNING THENCE IN A SOUTHERLY DIRECTION PARALLEL TO THE SOUTHERLY LINE OF THE ELECTRIC EASEMENT ALONG A CURVE TO THE LEFT WITH A RADIUS OF 395.00 FEET AN ARC DISTANCE OF 368.28 FEET TO A POINT;

RUNNING THENCE IN A NORTHERLY DIRECTION ALONG A CURVE TO THE LEFT WITH A RADIUS OF 277.29 FEET AN ARC DISTANCE OF 62.79 FEET TO THE POINT OF BEGINNING;

CONTAINING 33,128.96 SQUARE FEET OR 0.818 ACRES ACCORDING TO SAID PLAN.

EARHART SITE ELECTRIC EASEMENT DESCRIPTION:

BEGINNING AT THE NORTHERLY CORNER OF THE ELECTRIC EASEMENT DESCRIBED HEREIN SAID NORTHERLY CORNER BEING IN THE EASTERLY LINE OF THE ACCESS AND UTILITY EASEMENT AND BEING S 00°00'-00" E AND 15.88 FEET FROM THE SOUTHEAST CORNER OF THE LEASE AREA AS INDICATED ON A PLAN ENTITLED "ALTA/NSPS LAND TITLE SURVEY SUBMITTED FOR OAK LEAF ENERGY, EARHART SITE, SOUTH MOUNTAIN ROAD, PITTSFIELD, MASSACHUSETTS, SCALE: 1"=100', JANUARY 29, 2021, UPDATED JULY 26, 2022, NOVEMBER 21, 2022, DECEMBER 22, 2022 PREPARED BY SK DESIGN GROUP, INC.;

RUNNING THENCE S 00°00'-00" E A DISTANCE OF 33.71 FEET TO A POINT IN THE NORTHERLY LINE OF THE ACCESS AND UTILITY EASEMENT;

RUNNING THENCE IN A SOUTHERLY DIRECTION ALONG THE NORTHERLY LINE OF THE ACCESS AND UTILITY EASEMENT ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 445.00 FEET AN ARC DISTANCE OF 360.89 FEET TO A POINT IN THE NORTHERLY LINE OF THE ACCESS AND UTILITY EASEMENT;

RUNNING THENCE S 24°31'-52" E ALONG THE NORTHERLY LINE OF THE ACCESS AND UTILITY EASEMENT A DISTANCE OF 35.29 FEET TO A POINT IN THE NORTHERLY LINE OF THE ACCESS AND UTILITY EASEMENT;

RUNNING THENCE IN A SOUTHERLY DIRECTION ALONG A PORTION OF THE NORTHERLY LINE OF THE ACCESS AND UTILITY EASEMENT ALONG A CURVE TO THE LEFT WITH A RADIUS OF 395.00 FEET AN ARC DISTANCE OF 63.48 FEET TO A POINT;

RUNNING THENCE N 53°57'-37" E A DISTANCE OF 41.28 FEET TO A POINT;

RUNNING THENCE N 30°02'-23" W A DISTANCE OF 68.05 FEET TO A POINT;

RUNNING THENCE N 53°57'-37" W A DISTANCE OF 38.27 FEET TO A POINT;

RUNNING THENCE IN A NORTHERLY DIRECTION ALONG A CURVE TO THE LEFT WITH A RADIUS OF 477.00 FEET AN ARC DISTANCE OF 357.92 FEET TO THE POINT OF BEGINNING;

CONTAINING 16,536.51 SQUARE FEET OR 0.378 ACRES ACCORDING TO SAID PLAN.

EARHART SITE LEASE AREA DESCRIPTION:

BEGINNING AT A POINT WITHIN THE CITY OF PITTSFIELD PROPERTY, SAID POINT BEING S 37°28'-00" E AND 381.32 FEET FROM AN IRON PIPE FOUND AT THE SUBSEQUENTLY CORNER OF LAND NOW DE FEWERED OF JOHN R. AND JACQUELYNNE WEATHERMAN AS INDICATED ON A PLAN ENTITLED "ALTA/NSPS LAND TITLE SURVEY SUBMITTED FOR OAK LEAF ENERGY, EARHART SITE, SOUTH MOUNTAIN ROAD, PITTSFIELD, MASSACHUSETTS, SCALE: 1"=100', JANUARY 29, 2021, UPDATED JULY 26, 2022, NOVEMBER 21, 2022, DECEMBER 22, 2022 PREPARED BY SK DESIGN GROUP, INC.;

RUNNING THENCE S 80°44'-00" E A DISTANCE OF 168.83 FEET TO A POINT;

RUNNING THENCE S 69°24'-03" E A DISTANCE OF 208.28 FEET TO A POINT;

RUNNING THENCE S 00°00'-00" W A DISTANCE OF 178.93 FEET TO THE NORTHEAST CORNER OF THE ACCESS AND UTILITY EASEMENT;

RUNNING THENCE N 80°50'-00" W A DISTANCE OF 60.29 FEET ALONG THE NORTHERLY LINE OF THE ACCESS AND UTILITY EASEMENT TO THE NORTHWEST CORNER OF THE ACCESS AND UTILITY EASEMENT;

RUNNING THENCE S 87°51'-04" W A DISTANCE OF 172.11 FEET TO A POINT;

RUNNING THENCE S 71°05'-14" W A DISTANCE OF 133.41 FEET TO A POINT;

RUNNING THENCE S 60°41'-53" W A DISTANCE OF 308.43 FEET TO A POINT;

RUNNING THENCE N 78°18'-00" W A DISTANCE OF 187.97 FEET TO A POINT;

RUNNING THENCE N 00°00'-00" E A DISTANCE OF 127.99 FEET TO A POINT;

RUNNING THENCE N 33°08'-21" E A DISTANCE OF 150.58 FEET TO A POINT;

RUNNING THENCE N 47°31'-34" E A DISTANCE OF 113.41 FEET TO A POINT;

RUNNING THENCE N 62°31'-30" E A DISTANCE OF 369.23 FEET TO THE POINT OF BEGINNING;

CONTAINING 247,863.74 SQUARE FEET OR 5.689 ACRES ACCORDING TO SAID PLAN.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE SCHEDULE B, PART II
EXCEPTIONS — FILE NUMBER N0030004/20-0284KW-FN(MA)**

8. EASEMENT TO LAY WATER PIPES OWNED BY FRANCIS MORE TO JOSEPH P. ANDREW AND MARIE ANDREW WHICH INTERFERED WAS RECORDED IN THE BUNSWICK-WADDELL DISTRICT REGISTRY OF DEEDS ON DECEMBER 4, 1938 IN BOOK 999, PAGE 538.
 - (A) — SEE EASEMENT PLOTTED ON DRAWING 1 OF 2. DOES NOT AFFECT PROPOSED LEASE OR EASEMENT AREAS.
7. CLAIM FOR AVIGATION EASEMENTS DATED MARCH 15, 1873 AND RECORDED AT BOOK 834, PAGE 833.
 - (B) — EXCEPTION 7 SHOULD READ BOOK 834, PAGE 837. SEE EASEMENT PLOTTED ON DRAWING 1 OF 2. A PORTION OF THE LEASE AREA FALLS IN THIS EASEMENT HORIZONTALLY BUT THE EASEMENT IS ALSO OBTAINED VERTICALLY AND THE RESTRICTED AREA IS APPROXIMATELY 100 FEET ABOVE THE GROUND ELEVATION.
6. ORDER OF TYPING BY WESTERN ELECTRIC COMPANY DATED AUGUST 26, 1937 AND RECORDED IN BOOK 881, PAGE 200.
 - (C) — SEE EASEMENT PLOTTED ON DRAWING 1 OF 2. DOES NOT AFFECT PROPOSED LEASE OR EASEMENT AREAS.
8. CLAIM FOR AVIGATION EASEMENTS DATED JUNE 9, 1871 AND RECORDED AT BOOK 807, PAGE 172.
 - (D) — SEE EASEMENT PLOTTED ON DRAWING 1 OF 2. DOES NOT AFFECT PROPOSED LEASE OR EASEMENT AREAS.
10. ANY RIGHTS IN FAVOR OF THE UNITED STATES OF AMERICA, FEDERAL AVIATION ADMINISTRATION, IN THE NATURE OF THE FEDERAL AVIATION SECURITY.
 - (E) — SEE RUNWAY PROTECTION ZONE PLOTTED ON DRAWING 1 OF 2 AS TRACED FROM PLAN SUBMITTED FROM OAK LEAF ENERGY. THE EASEMENT AREAS AND A PORTION OF THE LEASE AREA FALL WITHIN THIS RUNWAY PROTECTION ZONE.

I Certify That This Plan Shows The Property Lines That Are The Lines Of Existing Ownership, And The Lines Of Streets And Ways Shown Are Those Of Public Or Private Streets Or Ways Already Established, And That No New Lines For The Division Of Existing Ownership Or For New Ways Are Shown.

Professional Land Surveyor

I Certify That This Plan Has Been Prepared In Conformity With The Rules And Regulations Of The Registers Of Deeds Of The Commonwealth Of Massachusetts.

Professional Land Surveyor

ALTA/NSPS LAND TITLE SURVEY

SURVEYED FOR

OAK LEAF ENERGY

EARHART SITE

SOUTH MOUNTAIN ROAD
PITTSFIELD, MASSACHUSETTS

Scale: NOT APPLICABLE

JANUARY 29, 2021
UPDATED: JULY 26, 2022
NOVEMBER 21, 2022
DECEMBER 22, 2022



EXHIBIT A-2
LEGAL DESCRIPTION OF PREMISES

Beginning at a point within the City of Pittsfield property, said point being S 37°-29'-53" E and 341.12 feet from an iron pipe found at the southeasterly corner of land now or formerly of John R. and Jacquelyn Weatherwax as indicated on a Plan entitled "ALTA/NSPS Land Title Survey surveyed for Oak Leaf Energy, Earhart Site, South Mountain Road, Pittsfield, Massachusetts, Scale: 1"=100', January 29, 2021, Updated July 26, 2022, November 21, 2022" prepared by SK Design Group, Inc.;

Running thence S 80°-44'-05" E a distance of 166.63 feet to a point;

Running thence S 65°-24'-03" E a distance of 209.56 feet to a point;

Running thence S 00°-00'-00" W a distance of 176.93 feet to the northeast corner of the Access and Utility Easement;

Running thence N 90°-00'-00" W a distance of 60.39 feet along the northerly line of the Access and Utility Easement to the northwest corner of the Access and Utility Easement;

Running thence S 87°-51'-04" W a distance of 172.11 feet to a point;

Running thence S 71°-05'-14" W a distance of 133.41 feet to a point;

Running thence S 60°-41'-53" W a distance of 356.43 feet to a point;

Running thence N 79°-19'-00" W a distance of 187.97 feet to a point;

Running thence N 00°-00'-00" E a distance of 127.99 feet to a point;

Running thence N 33°-09'-21" E a distance of 105.28 feet to a point;

Running thence N 47°-31'-34" E a distance of 118.41 feet to a point;

Running thence N 62°-31'-30" E a distance of 399.23 feet to the point of beginning.

Containing 247,803.74 square feet or 5.688 acres according to said Plan.

REPLACEMENT EXHIBIT E
Base Rent

Solar Area 2 (Earhart)			
Term	Year	New Base Rent	New Rate/Acre
Initial Term	Year 1	\$ 8,324	\$ 1,463
	Year 2	\$ 10,893	\$ 1,915
	Year 3	\$ 11,015	\$ 1,937
	Year 4	\$ 11,139	\$ 1,958
	Year 5	\$ 11,264	\$ 1,980
	Year 6	\$ 11,389	\$ 2,002
	Year 7	\$ 11,517	\$ 2,025
	Year 8	\$ 11,646	\$ 2,048
	Year 9	\$ 11,777	\$ 2,070
	Year 10	\$ 11,909	\$ 2,094
	Year 11	\$ 12,042	\$ 2,117
	Year 12	\$ 12,177	\$ 2,141
	Year 13	\$ 12,313	\$ 2,165
	Year 14	\$ 12,451	\$ 2,189
	Year 15	\$ 12,590	\$ 2,213
	Year 16	\$ 12,732	\$ 2,238
	Year 17	\$ 12,874	\$ 2,263
	Year 18	\$ 13,018	\$ 2,289
	Year 19	\$ 13,164	\$ 2,314
	Year 20	\$ 13,312	\$ 2,340
1st Renewal	Year 21	\$ 13,460	\$ 2,366
	Year 22	\$ 13,612	\$ 2,393
	Year 23	\$ 13,764	\$ 2,420
	Year 24	\$ 13,918	\$ 2,447
	Year 25	\$ 14,074	\$ 2,474
2nd Renewal	Year 26	\$ 14,232	\$ 2,502
	Year 27	\$ 14,391	\$ 2,530
	Year 28	\$ 14,552	\$ 2,558
	Year 29	\$ 14,715	\$ 2,587
	Year 30	\$ 14,880	\$ 2,616
3rd Renewal	Year 31	\$ 15,047	\$ 2,645
	Year 32	\$ 15,215	\$ 2,675
	Year 33	\$ 15,386	\$ 2,705
	Year 34	\$ 15,558	\$ 2,735
	Year 35	\$ 15,732	\$ 2,766
4th Renewal	Year 36	\$ 15,908	\$ 2,797
	Year 37	\$ 16,087	\$ 2,828
	Year 38	\$ 16,267	\$ 2,860
	Year 39	\$ 16,449	\$ 2,892
	Year 40	\$ 16,633	\$ 2,924
Total		\$ 537,428	

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

**AUTHORIZING THE CITY OF PITTSFIELD TO AMEND
A TAX AGREEMENT DATED FEBRUARY 24, 2021
FOR PROPERTY WITH OAK LEAF SOLAR XVI, LLC**

No. _____

Ordered:

That the City of Pittsfield, acting by and through its Mayor and City Council, hereby authorizes the City to amend a Tax Agreement Dated February 24, 2021 for Property with Oak LeafSolar XVI, LLC, a Colorado limited liability company. A copy of the Amendment is attached hereto.

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

**FIRST AMENDMENT TO
AGREEMENT FOR PAYMENT FOR
AD VALORUM PROPERTY TAXES**

This **FIRST AMENDMENT TO AGREEMENT FOR PAYMENT FOR AD VALORUM PROPERTY TAXES** (this “First Amendment”), dated as of _____, 2023, is by and between Oak Leaf Solar XVII LLC and/or its assigns, a limited liability company (the “Developer”) and the City of Pittsfield, a Massachusetts municipal corporation.

WHEREAS, Developer and the City entered into that certain Agreement of the Payment for Ad Valorum Taxes (the “Agreement”), dated as of February 24, 2021, with respect to an approximately 3.340 MWdc / 2.5 MWac ground-mounted solar photovoltaic project.

WHEREAS, Developer and the City have agreed to amend the Agreement to extend its Term, as specifically set forth herein.

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency are acknowledged, the Parties agree as follows:

1. The last sentence in the first paragraph of Section 1 is amended to delete the words “up to two (2) additional terms of five (5) years each” and replace them with the words “up to four (4) additional terms of five (5) years each”.
2. Exhibit C is deleted in its entirety and is replaced with the new Exhibit C attached hereto as Attachment 1.
3. Section 7 of the Agreement is amended to delete the notice address for Developer, and replace it with the following:

Oak Leaf Solar XVII LLC
c/o Navisun LLC
18 Shipyard Drive, Suite 2A
Hingham. MA 02043
Attn: Chief Operations Officer

4. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.
5. The City represents that the provisions of Section 20 of the Agreement are not applicable to the effectiveness of this Amendment.
6. Except as set forth herein, the Agreement shall continue in full force and effect.
7. This Amendment is made and interpreted in accordance with the laws and regulations of Massachusetts. In connection with the foregoing, Developer and the City expressly agree to and incorporate into this Amendment the provisions of Section 10 of the Agreement as if it was set forth herein.

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

OAK LEAF SOLAR XVII, LLC

By: _____

Name: _____

Title: _____

CITY OF PITTSFIELD

By: _____

Name: _____

Title: Mayor

Approved as to form:

By: _____

Name: _____

Title: City Solicitor

ATTACHMENT 1

Exhibit C – Total Annual Payment Schedule

Solar Area 1 (Doolittle)		
Term	Year	Amount
Initial Term	Year 1	\$ 83,778
	Year 2	\$ 76,018
	Year 3	\$ 76,018
	Year 4	\$ 76,018
	Year 5	\$ 76,018
	Year 6	\$ 76,018
	Year 7	\$ 76,018
	Year 8	\$ 76,018
	Year 9	\$ 76,018
	Year 10	\$ 76,018
	Year 11	\$ 76,018
	Year 12	\$ 76,018
	Year 13	\$ 76,018
	Year 14	\$ 76,018
	Year 15	\$ 76,018
	Year 16	\$ 76,018
	Year 17	\$ 76,018
	Year 18	\$ 76,018
	Year 19	\$ 76,018
	Year 20	\$ 76,018
1st Renewal	Year 21	\$ 76,018
	Year 22	\$ 76,018
	Year 23	\$ 76,018
	Year 24	\$ 76,018
	Year 25	\$ 76,018
2nd Renewal	Year 26	\$ 76,018
	Year 27	\$ 76,018
	Year 28	\$ 76,018
	Year 29	\$ 76,018
	Year 30	\$ 76,018
3rd Renewal	Year 31	\$ 76,018
	Year 32	\$ 76,018
	Year 33	\$ 76,018
	Year 34	\$ 76,018
	Year 35	\$ 76,018
4th Renewal	Year 36	\$ 76,018
	Year 37	\$ 76,018
	Year 38	\$ 76,018
	Year 39	\$ 76,018
	Year 40	\$ 76,018
Total		\$ 3,048,482

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

**AUTHORIZING THE CITY OF PITTSFIELD TO AMEND
A TAX AGREEMENT DATED FEBRUARY 24, 2021
FOR PROPERTY WITH OAK LEAF SOLAR XVII, LLC**

No. _____

Ordered:

That the City of Pittsfield, acting by and through its Mayor and City Council, hereby authorizes the City to amend a Tax Agreement Dated February 24, 2021 for Property with Oak LeafSolar XVII, LLC, a Colorado limited liability company. A copy of the Amendment is attached hereto.

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

**FIRST AMENDMENT TO
AGREEMENT FOR PAYMENT FOR
AD VALORUM PROPERTY TAXES**

This **FIRST AMENDMENT TO AGREEMENT FOR PAYMENT FOR AD VALORUM PROPERTY TAXES** (this “First Amendment”), dated as of _____, 2023, is by and between Oak Leaf Solar XVI LLC and/or its assigns, a limited liability company (the “Developer”) and the City of Pittsfield, a Massachusetts municipal corporation.

WHEREAS, Developer and the City entered into that certain Agreement of the Payment for Ad Valorum Taxes (the “Agreement”), dated as of February 24, 2021, with respect to an approximately 1.18 MWdc / .996 MWac ground-mounted solar photovoltaic project.

WHEREAS, Developer and the City have agreed to amend the Agreement to extend its Term, as specifically set forth herein.

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency are acknowledged, the Parties agree as follows:

1. The last sentence in the first paragraph of Section 1 is amended to delete the words “up to two (2) additional terms of five (5) years each” and replace them with the words “up to four (4) additional terms of five (5) years each”.
2. Exhibit C is deleted in its entirety and is replaced with the new Exhibit C attached hereto as Attachment 1.
3. Section 7 of the Agreement is amended to delete the notice address for Developer, and replace it with the following:

Oak Leaf Solar XVI LLC
c/o Navisun LLC
18 Shipyard Drive, Suite 2A
Hingham, MA 02043
Attn: Chief Operations Officer

4. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.
5. The City represents that the provisions of Section 20 of the Agreement are not applicable to the effectiveness of this Amendment.
6. Except as set forth herein, the Agreement shall continue in full force and effect.
7. This Amendment is made and interpreted in accordance with the laws and regulations of Massachusetts. In connection with the foregoing, Developer and the City expressly agree to and incorporate into this Amendment the provisions of Section 10 of the Agreement as if it was set forth herein.

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

OAK LEAF SOLAR XVI, LLC

By: _____

Name: _____

Title: _____

CITY OF PITTSFIELD

By: _____

Name: _____

Title: Mayor

Approved as to form:

By: _____

Name: _____

Title: City Solicitor

ATTACHMENT 1

Exhibit C – Total Annual Payment Schedule

Solar Area 2 (Earhart)		
Term	Year	Amount
Initial Term	Year 1	\$ 30,954
	Year 2	\$ 28,087
	Year 3	\$ 28,087
	Year 4	\$ 28,087
	Year 5	\$ 28,087
	Year 6	\$ 28,087
	Year 7	\$ 28,087
	Year 8	\$ 28,087
	Year 9	\$ 28,087
	Year 10	\$ 28,087
	Year 11	\$ 28,087
	Year 12	\$ 28,087
	Year 13	\$ 28,087
	Year 14	\$ 28,087
	Year 15	\$ 28,087
	Year 16	\$ 28,087
	Year 17	\$ 28,087
	Year 18	\$ 28,087
	Year 19	\$ 28,087
	Year 20	\$ 28,087
1st Renewal	Year 21	\$ 28,087
	Year 22	\$ 28,087
	Year 23	\$ 28,087
	Year 24	\$ 28,087
	Year 25	\$ 28,087
2nd Renewal	Year 26	\$ 28,087
	Year 27	\$ 28,087
	Year 28	\$ 28,087
	Year 29	\$ 28,087
	Year 30	\$ 28,087
3rd Renewal	Year 31	\$ 28,087
	Year 32	\$ 28,087
	Year 33	\$ 28,087
	Year 34	\$ 28,087
	Year 35	\$ 28,087
4th Renewal	Year 36	\$ 28,087
	Year 37	\$ 28,087
	Year 38	\$ 28,087
	Year 39	\$ 28,087
	Year 40	\$ 28,087
Total		\$ 1,126,338



City of Pittsfield

October 18, 2023

To the City Council of the City of Pittsfield: —

The Committee on Traffic Committee

to whom was referred the

Communication from Mayor Tyer on a request from Berkshire District Attorney, Timothy Shugrue, requesting 4 parking spaces on McKay Street

having considered the same, report and recommend that

to approved 2/1 with Mr. Brennan opposed

Respectfully submitted,

Mark T. Brennan

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

September 20, 2023

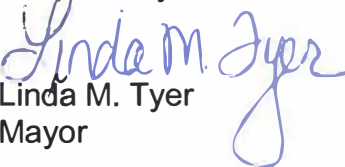
To the Honorable Members of the City Council
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Councilors:

I respectfully request your review and approval of the attached request from the Berkshire County District Attorney Timothy Shugrue. As you can see from the attached letter, the request is to provide four (4) parking spaces on McKay Street from the corner of West Street to the corner of the District Attorney's parking lot that is accessed from McKay Street. I recommend that these four (4) spaces be reserved for "State Police, Monday thru Friday, 8:00 a.m. to 5:00 p.m." This allows those parking spaces to remain available to the public on nights and weekends.

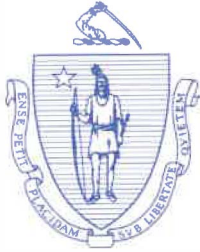
Please forward this request to the Traffic Commission.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/mwc

cc: Timothy Shugrue, District Attorney
Ricardo Morales, Commissioner of Public Services



TIMOTHY J. SHUGRUE
DISTRICT ATTORNEY

The Commonwealth of Massachusetts

BERKSHIRE DISTRICT ATTORNEY



7 NORTH STREET
PITTSFIELD, MA 01201
(413) 443-5951 Fax: (413) 499-6349

August 18, 2023

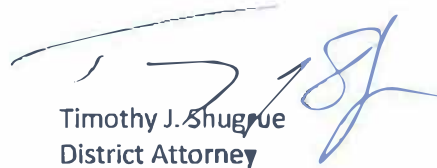
The Honorable Linda Tyer
City Hall
Allen Street
Pittsfield, MA 01201

Dear Mayor Tyer:

Thank you for the offer, at the meeting on Wednesday, August 16th, to provide four parking spaces on the corner of McKay Street at the corner of McKay and West Streets for the Massachusetts State Police Detective Unit. As you are aware this is critical to for the ability to respond quickly to emergency calls and investigations.

Your consideration in this matter is appreciated.

Sincerely,



Timothy J. Shugrue
District Attorney

TJS/smd

cc: Detective Lieutenant Ryan Dickinson
Massachusetts State Police – Berkshire Detective Unit





CITY OF PITTSFIELD

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

Tuesday, October 17, 2023

TO THE HONORABLE MEMBERS OF THE CITY COUNCIL:

Submitted herewith for your consideration is an order reserving parking on the east side of McKay Street from West Street to a point 100 feet north. The order is pursuant to the request by District Attorney Shugrue and Mayor Tyer for the City reserve the four (4) parking spaces on McKay Street for State Police Monday thru Friday, 8:00 a.m. to 5:00 p.m.

The request was referred to Traffic Commission during the September 26th, 2023 City Council meeting from a communication by Mayor Tyer. The Traffic Commission subsequently approved the request during the October 12th, 2023 meeting. Attached is a sketch of the effected area.

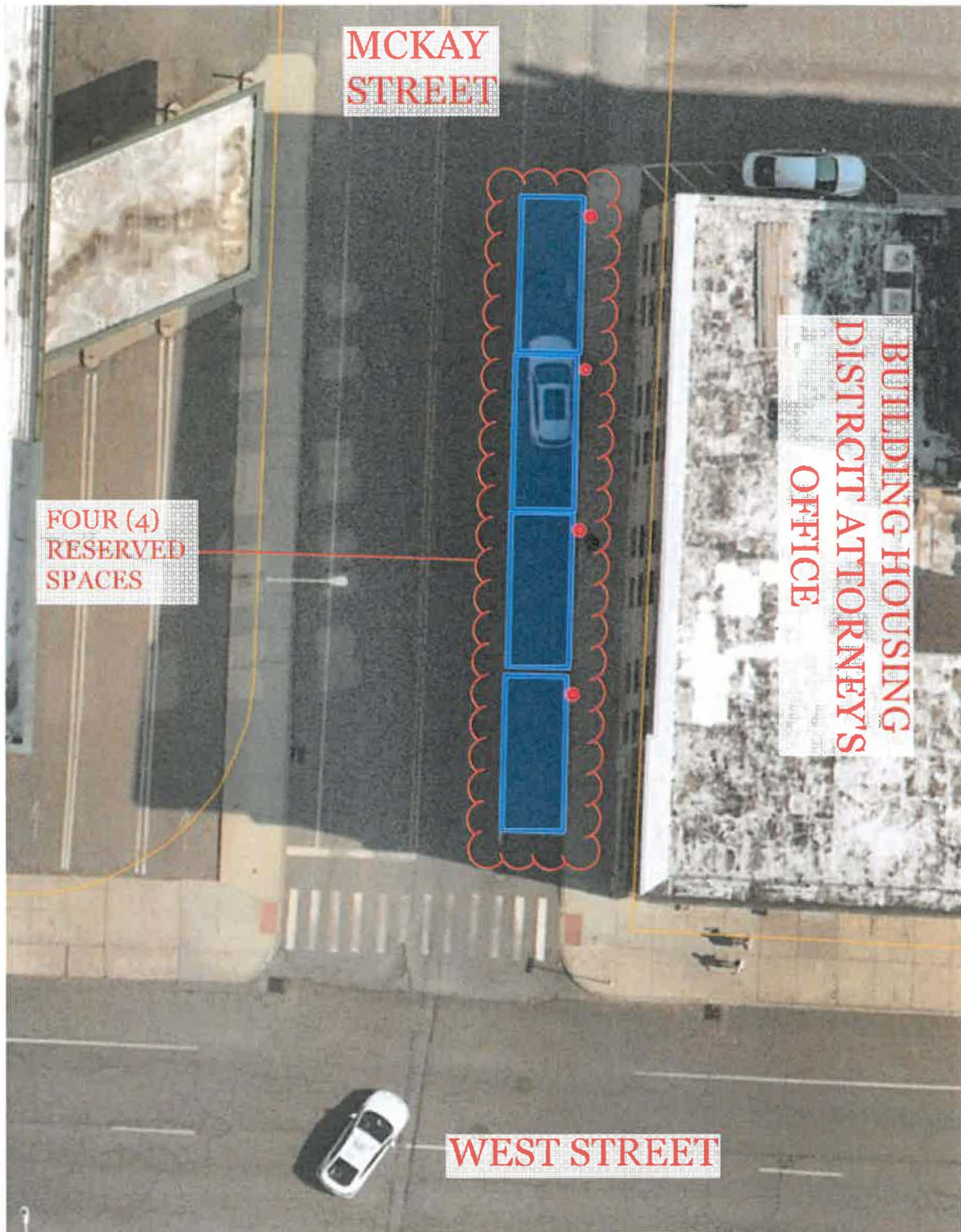
Sincerely,

Tyler Shedd, P.E.
City Engineer

CC: Linda M. Tyer, Mayor of Pittsfield
Ricardo Morales, Commissioner of Public Services and Utilities
Shaun Grady, Traffic Superintendent
Frank Anello, Parking Control Manager



City of Pittsfield, MA



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 supercede any federal, state, or local laws or regulations

TRAFFIC ORDER

No.

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

Ordered:

AMENDING TRAFFIC REGULATIONS ON MCKAY STREET

Section 1

That Traffic Order #917, approved March 12, 2012, establishing an official parking determination on McKay Street, is hereby amended by the addition of:

McKay Street – on the east side, from the northernly line of West Street to a point 100 feet north of the northernly line of West Street be reserved for the use of the State Police between the hours of 8:00 am and 5:00 pm unrestricted by the underlying ninety (90) minute parking restriction.

Section 2

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



City of Pittsfield

...October 18, 2023.....

To the City Council of the City of Pittsfield: —

The Committee on Traffic Committee

to whom was referred the Petition from Tyler Shedd, City Engineer, requesting the Traffic Commission look into the addition of two Stop Signs at the Bartlett Avenue and Taconic Street intersection

having considered the same, report and recommend that

to approved 3/0

Respectfully submitted,

Mark T. Brennan

Chairman



CITY OF PITTSFIELD

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

New Stop Signs on Bartlett Street at Taconic Street intersection

Honorable members of the City Council,

I request that the council ask the traffic commission to look into the addition of two stop signs in the northbound and southbound directions of Bartlett Street at Taconic Street.

Sincerely,

A handwritten signature in cursive script that reads "Tyler Shedd".

Tyler Shedd, P.E.
City Engineer

cc: Ricardo Morales, Commissioner of Public Services
Patrick Kavey, City Councilor - Ward 2



CITY OF PITTSFIELD

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

Wednesday, October 18, 2023

TO THE HONORABLE MEMBERS OF THE CITY COUNCIL:

Submitted herewith for your consideration is an order adding stop signs facing the east and west bound traffic on Taconic Street at Bartlett Street.

The request was referred to Traffic Commission during the September 12th, 2023 City Council meeting. The Traffic Commission subsequently approved the request during the October 12th, 2023 meeting. The order brings the intersection into uniformity with the surrounding intersections in the neighborhood which are also four-way stop intersections.

Sincerely,

A handwritten signature in black ink that reads "Tyler Shedd". The signature is written in a cursive style.

Tyler Shedd, P.E.
City Engineer

CC: Patrick Kavey, Ward 5 City Councilor
Ricardo Morales, Commissioner of Public Services and Utilities

City of Pittsfield

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

TRAFFIC ORDER

No.

IN CITY COUNCIL

AN ORDER

ESTABLISHING THE LOCATION OF OFFICIAL STOP SIGNS ON TACONIC STREET

Ordered:

Section 1

By virtue of and pursuant to the authority granted by Chapter 13, Article IV, Section 13-33 of the Code of the City of Pittsfield, it is hereby ordered that traffic order 548 is hereby further amended by striking the following:

That Traffic Order #2 Approved October 30, 1967, as amended establishing the locations of official "Stop" signs, be and is hereby further amended by striking there from the following:

EASTBOUND AND WESTBOUND DRIVERS ON TACONIC STREET AT BARLETT AVENUE.

Section 2

By virtue of and pursuant to the authority granted by Chapter 13, Article IV, Section 13-33 of the Code of the City of Pittsfield, it is hereby ordered that Traffic Order #2 Approved October 30, 1967, as amended establishing the locations of official "Stop" signs, be and is hereby further amended by adding thereto:

Eastbound and westbound drivers on Taconic Street at Barlett Avenue.

Section 3

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



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

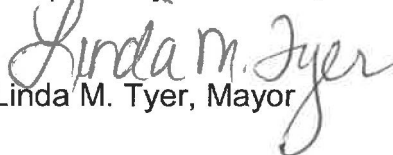
September 20, 2023

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 authorizing the City of Pittsfield to grant a Conservation Restriction to the Berkshire Natural Resources Council, Inc. for the property located off Barker Road, Velma Avenue and Gamwell Avenue, Pittsfield, MA.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/MWC
Enclosure

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

AUTHORIZING THE CITY OF PITTSFIELD TO GRANT A CONSERVATION RESTRICTION TO THE BERKSHIRE NATURAL RESOURCES COUNCIL, INC. FOR THE PROPERTY LOCATED OFF BARKER ROAD, VELMA AVENUE AND GAMWELL AVENUE, PITTSFIELD, MA.

Ordered:

That the City of Pittsfield by and through its Mayor, City Council and Conservation Commission is hereby authorized to grant a Conservation Restriction to the Berkshire Natural Resources Council, Inc. with an address of 309 Pittsfield Road, Ste. B, Lenox, MA 01240, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on land located in the City of Pittsfield containing 57.462 acres +/- comprised of the entirety of three (3) parcels ("Premises"), as described in deeds to the City of Pittsfield recorded with the Middle Berkshire Registry of Deeds at Book 7393, Page 131 and Book 7441, Page 232, substantially in accordance with the terms set forth in the attached Grant of Conservation Restriction.

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



CITY OF PITTSFIELD

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

September 19, 2023

TO THE HONORABLE MAYOR:

Requested hereby is your authorization to grant a Conservation Restriction that will ensure the permanent protection of the recently acquired 52-acre Saw Mill Property off of Barker Rd. A perpetual Conservation Restriction (CR) is required when any amount of Community Preservation Act funding is used for acquisition of municipal conservation land. The CR needs to be held by a third party, and in this case the Berkshire Natural Resources Council (BNRC) Board of Directors approved BNRC to hold this CR. This property is a great addition to the City's matrix of protected conservation areas and helps to advance the goal of creating a green corridor in the southwestern portion of the City

Sincerely,

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

Justine Dodds
Director

cc. Conservation Agent

GRANTOR: City of Pittsfield
GRANTEE: Berkshire Natural Resources Council,
Inc.
ADDRESS OF PREMISES: Off Barker Road, Velma
Avenue and Gamwell Avenue
FOR GRANTOR'S TITLE SEE: Middle Berkshire
Registry of Deeds at Book 7393, Page 131 and
Book 7441, Page 232

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

The CITY OF PITTSFIELD, a municipal corporation having a principal place of business at 70 Allen Street, City Hall, Pittsfield, Berkshire County, Massachusetts 01201, being the sole owner of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for my successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to BERKSHIRE NATURAL RESOURCES COUNCIL, INC. (BNRC), a charitable corporation qualified to do business in Massachusetts whose office and post office address is 309 Pittsfield Road, Ste. B, Lenox, MA 01240, their permitted successors and assigns ("Grantee"), for charitable consideration as this conveyance is to be considered and characterized as a gift in accordance with 26.U.S.C. Section 170(h), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in the City of Pittsfield containing 57.462 acres +/- comprised of the entirety of three (3) parcels ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.

The fee interest in the Premises was acquired utilizing, in part, Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, which funds were authorized for such purposes by a vote of the City of Pittsfield City Council, at a meeting on December 13, 2022 that authorized used of CPA funds, an attested copy of which vote is attached hereto as Exhibit C (the "CPA Vote"). Pursuant to Section 12(b) of Chapter 44B of the Massachusetts General Laws, the fee interest in the Premises, and therefore the management of the Premises, is under the care, custody, and control of the Conservation Commission of the City of Pittsfield.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction ("Purposes") are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition and, available for passive outdoor recreational use, limited non-

commercial forestry use, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

The fee interest in the Premises was acquired utilizing, in part, assistance from the Local Acquisitions for Natural Diversity (LAND) program pursuant to Section 11 of Chapter 132A of the Massachusetts General Laws, Section 2A of Chapter 286 of the Acts of 2014, and Section 2A of Chapter 102 of the Acts of 2021 and therefore the Premises is subject to a LAND Grant Project Agreement (“Project Agreement”) recorded at the Middle Berkshire Registry of Deeds in Book 7441 Page 319.

The Conservation Values protected by this Conservation Restriction include the following:

- Open Space. The Premises contributes to the protection of the scenic and natural character of the City of Pittsfield and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises is nearby other conserved lands, which include:
 - Clapp Park - a 43.13-acre public park owned by the City of Pittsfield.
 - Barker Road Conservation Area – a 71.24-acre public conservation area owned by the City of Pittsfield.
 - Wild Acres Conservation Area – 112.5 acres owned by the City of Pittsfield.
 - Watroba Conservation Restriction – a private conservation restriction held by The Trustees of Reservations.
 - Dubow Reserve – a 34.07-acre property owned by BNRC.
 - George L. Darey Housatonic River Wildlife Management Area – 818 acres of land within the City of Pittsfield, Town of Lenox, and Town of Lee, owned by the Commonwealth of Massachusetts Division of Fisheries and Wildlife.
- Floodplain. A portion of the Premises lies within the 100-year floodplain of the Southwest Branch of the Housatonic River according to FEMA Q3 Flood Zones. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events.
- Soils and Soil Health. The Premises includes 35 acres of Prime Forest Land and 5.2 acre of Forest Land of Statewide Importance, as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- Wildlife Habitat. The Premises includes areas designated by the MA Division of Fisheries and Wildlife acting by and through its Natural Heritage and Endangered Species Program (NHESP) as “Priority Habitats of Rare and Endangered Species”, the protection of which aligns with NHESP’s wildlife and habitat protection objectives.
- Public Access. Public access to the Premises will be allowed for passive outdoor recreation, education, and nature study.

- Biodiversity. The Premises includes areas designated as Core Habitat, including Wetland Core, Aquatic Core, and Rare Species Core as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap, published in 2022, was designed to guide strategic biodiversity conservation in Massachusetts by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
- Water Quality. Protection of a Core Habitat and the riparian corridor on the Premises can help maintain water quality critical to cold water fisheries and rare species habitat.
- Wetlands. The shrub swamp and wooded deciduous swamp wetlands on the Premises provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).
- Working Forest Land. The protection of the Premises will ensure that the forests contained on the Premises will be permanently available for limited non-commercial forestry that is consistent with the Purposes.
- Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy. This Conservation Restriction advances the goals of the City of Pittsfield Open Space and Recreation Plan (2019-2026), specifically Goal 2, Objective 3 which aims to create a greenway along the West Branch of the Housatonic River by acquiring and protecting lands that connect Wahconah Park to Clapp Park and to the Pittsfield Municipal Airport to ‘provide opportunities, resources, accessibility, and quality facilities for both recreation and conservation uses’. The protection of this property also furthers the goals of the City of Pittsfield Community Preservation Act Plan (2018), which are to ‘protect, preserve and maintain natural resources to ensure an adequate amount, variety, and distribution of open space and water resources to maintain biodiversity and provide benefit to the public’.

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities

or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;

2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises.
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Hunting and Trapping. Hunting and trapping on the Premises are prohibited;
12. Camping. Camping on the Premises is prohibited;
13. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;

14. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);
2. Non-native. Nuisance. or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided such activities occur outside of a 100-foot wetland setback;
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Indigenous Cultural Practices. With prior written notice to the Grantee, allowing Indigenous peoples to:
 - a. Conduct cultural land ceremonial uses. Cultural practices are defined, for the purposes of this Conservation Restriction, as including traditional spiritual ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and
 - b. Harvest plant-life for traditional cultural practices, using methods which, in the sole judgment of the Grantee, ensure sustainable populations of the harvested species within the Premises, including regrowth and replanting;
6. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only

in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;

7. Trails. Maintaining and constructing trails as follows:
 - a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to ten (10) feet in width overall, with a treadway up to five (5) feet in width.
 - b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.
 - c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
8. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
9. Motorized Vehicles. Using motorized mobility assistance devices by persons with mobility impairments; using motorized vehicles as necessary for engaging in Forest Management or maintenance activities as permitted herein, provided such use is approved in advance by Grantee and will have no material impact to the Conservation Values.
10. Outdoor Passive Recreational and Educational Activities. Fishing, canoeing and other non-motorized boating, swimming, hiking, horseback riding, cross-country skiing, snowshoeing, ice-skating, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational, including cycling, and educational activities. Electric bicycles that are pedal assisted battery powered, and electric mobility scooters are permitted on designated trails, provided they are managed to avoid significant impairment of the Conservation Values.
11. Creation. Expansion. and Use of Parking Areas for Motorized Vehicles. With prior written approval of Grantee, the expansion, creation, and use of up to two (2) parking areas on the Premises for the purpose of public access and use for Outdoor Passive Recreational and Educational Activities. The locations of the two (2) designated parking areas will be: one (1) on the west side of the Premises off Barker Road and one (1) on the east side of the Premises with designated access via Gamwell Avenue and/or

Claremont Street. The designated parking areas must be planned and sized appropriately to accommodate permitted activities outlined in Section B. 10 above, and must avoid significant impairment of the Conservation Values.

12. Forest Management. Conducting sound silvicultural uses of the Premises, including limited non-commercial forestry use for improving forest health and wildlife habitat, or conducting other forest management activities, such as re-establishing historic woods roads, and the use of motorized vehicles, all as necessary to conduct such activities (“Forestry Activities”), provided that any Forestry Activities are carried out pursuant to a Forest Stewardship Plan (as defined below) that prioritizes the recreational and conservation benefits of the property. All Forestry Activities shall minimize disturbance to passive public recreational uses and other Conservation Values, avoid any stone structures or historical and cultural resources and shall prevent damage thereto to the extent feasible. All cutting operations shall be supervised by a licensed forester.

a. Requirement of a Forest Stewardship Plan. Before any Forestry Activities occur on the Premises, Grantor shall submit a Forest Stewardship Plan to the Grantee, the Massachusetts Department of Conservation and Recreation (“DCR”) or appropriate successor agency, and to any other required state agencies for their approval. The Forest Stewardship Plan shall:

- i. be prepared by a forester licensed through DCR and shall follow the “Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans” (as such guidelines may be amended by DCR or its successor agency) and such statutes, regulations and directions in effect at the time of the approval of said Forest Stewardship Plan; and
- ii. include provisions designed to comply with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR; 2013) and subsequent versions as may be approved by the Massachusetts Bureau of Forest Fire Control and Forestry (“Forestry BMPs”); and
- iii. address how the Forest Stewardship Plan complies with this Paragraph II.B.10; and
- iv. address how the Forest Stewardship Plan complies with the Project Agreement,
- v. including the commitment to devote the property to conservation and passive recreation purposes in perpetuity; and
- vi. be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional Forestry Activities are desired.

b. Tree Cutting and Removal. The Grantor may cut or remove dead, diseased, and/or dying trees or those trees deemed a safety hazard for the benefit and safety of the

public and/or abutting residential lots without the need for written notice to Grantee or a Forest Stewardship Plan.

- c. Sugaring. The collection of sap for syrup production for educational, non-commercial, and commercial use. Sap may be collected from those tree species from which the product can be derived, which includes but is not limited to maples, birches, and walnuts.
13. Temporary Structures. With prior written approval of Grantee, constructing, using, maintaining, repairing, and/or replacing temporary structures and improvements directly related to or in support of: (i) Outdoor Passive Recreational and Educational Activities authorized by Section III.B.10., including, but not limited to, a gazebo, birding blind, picnic tables and benches; or (ii) Sugaring Activities authorized by Section III.B.12.c., including, but not limited to, wildlife-friendly fencing, sap collection systems and sugarhouse. For the purposes of this Conservation Restriction, the term “temporary” shall mean any improvement without a foundation that can be constructed or removed without significant disturbance of the soil.

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Permitted Act or Use requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;

- b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
 3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such

violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.

3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

Subject to the provisions of this Conservation Restriction, the Grantor hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B.10. provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted passive recreational use by the general public for the protection of the Purposes and Conservation Values.

Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B.10. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. This grant of public access to the Premises is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor's and Grantee's Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee's Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, for the purpose of enforcing this Conservation Restriction, but does not entitle Grantee, upon extinguishment, release, or termination, to any proceeds received by the Grantor from the subsequent sale, exchange or involuntary conversion of the Premises. Any proceeds that result from any such extinguishment, release, or termination will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken,

the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of

this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within sixty (60) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment; or

6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the City of Pittsfield City Council and Conservation Commission and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: City of Pittsfield
c/o Pittsfield Conservation Commission
70 Allen Street
Pittsfield, MA 01201

To Grantee: Berkshire Natural Resources Council, Inc.
309 Pittsfield Road, Suite B
Lenox, MA 01240

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report (“Baseline Report”) prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Release of Homestead

The Grantor hereby agrees to waive, subordinate, and release any and all Homestead rights pursuant to Chapter 188 of the Massachusetts General Laws it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release.

C. No Surety Interest

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Executory Limitation

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

E. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

F. The following signature pages are included in this Grant:

Grant and Approval – Mayor of City of Pittsfield
Grant and Approval – Pittsfield Conservation Commission
Grantee Acceptance
Approval – Pittsfield City Council
Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

G. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises
Exhibit B: Reduced Copy of Recorded Plan of Premises
Exhibit C: City Vote Authorizing the Use of CPA Funds

GRANT AND APPROVAL OF MAYOR OF CITY OF PITTSFIELD

The undersigned, Mayor of the City of Pittsfield, Massachusetts, hereby approves in the public interest and grants the foregoing Conservation Restriction to Berkshire Natural Resources Council, Inc. pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Linda M. Tyer, Mayor of the City of Pittsfield, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Linda M. Tyer, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he/they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

GRANT AND APPROVAL OF PITTSFIELD CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the City of Pittsfield, Massachusetts, hereby certify that at a public meeting duly held on _____, 2023, the Conservation Commission voted to approve in the public interest and grant the foregoing Conservation Restriction to Berkshire Natural Resources Council, Inc. pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby approve in the public interest and grant the foregoing Conservation Restriction.

CITY OF PITTSFIELD CONSERVATION COMMISSION:

By: James Conant, Councilor, Chair

By: Jonathon Lothrop

By: Elizabeth M. Bocchino

By: Stephanie Storie

By: Thomas J. Sakshaug

By: Nicole Hall

By: Franz J. Forster

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from CITY OF PITTSFIELD was accepted by BERKSHIRE NATURAL RESOURCES COUNCIL, INC. this _____ day of _____, 2023.

By: _____
Jennifer Hansell

Its: President _____, duly authorized

By: _____
Jeffrey Belair, Treasurer

Its: Treasurer _____, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Jennifer Hansell, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

Berkshire County, ss:

On this day of , 2023, before me, the undersigned notary public, personally appeared Jeffrey Belair, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF PITTSFIELD CITY COUNCIL

We, the undersigned, being a majority of the City Council of the City of Pittsfield hereby certify that at a meeting duly held on _____, 2023, the City Council voted to approve the foregoing Conservation Restriction from City of Pittsfield to Berkshire Natural Resources Council, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

PITTSFIELD CITY COUNCIL

Peter Marchetti, President

James Conant

Peter White

Patrick Kavey

Earl G. Persip, III

Dina Guiel Lampiasi

Karen Kalinowsky

Anthony Maffuccio

Kenneth G. Warren, Jr.

Charles Kronick

Kevin Sherman

THE COMMONWEALTH OF MASSACHUSETTS

Berkshire County, ss:

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____,
_____, _____,
_____, _____, _____,
_____, _____, _____ and

proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from CITY OF PITTFIELD to BERKSHIRE NATURAL RESOURCES, INC. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2023

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of the Premises

The land in Pittsfield, Massachusetts, containing 57.462 acres, +/-, shown as “Map G6, Block 2, Lot 34”, “Map G7, Block 1, Lot 20”, and “Map G6, Block 2, Lot 35”, on a plan of land titled “ALTA/NSPS Land Title Survey GUILD SOLAR, LLC 0 Gamwell Avenue Map G6, Block 2, Lot 35 & 34 & Map G7, Block 1, Lot 20 City of Pittsfield, Berkshire County, Commonwealth of Massachusetts”, dated 1-11-2019, revised 2019-05-30, by Gerry L. Holdright, PLS, Control Point Associates, Inc, 352 Turnpike Road, Southborough, MA 01772 , recorded in the Berkshire Middle District Registry of Deeds on June 29, 2023 in Plat File T-99, which land is also shown as “Site” on the Locus Map on Sheet 1 of 10 of said plan.

EXHIBIT B

Reduced Copy of Plan of Premises

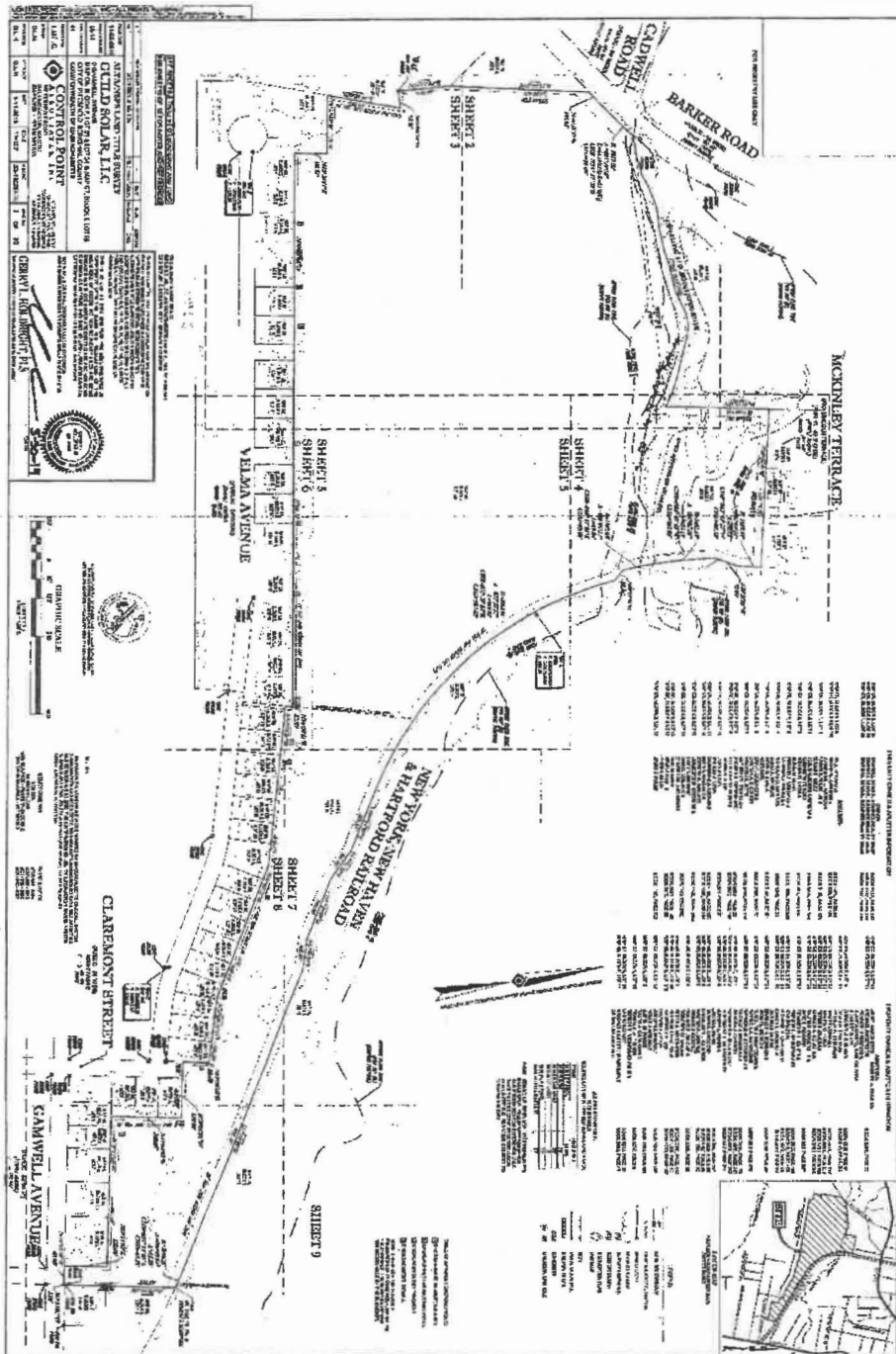


EXHIBIT C

No. 108

City of Pittsfield
M A S S A C H U S E T T S
I N C I T Y C O U N C I L
A N O R D E R

**AN ORDER APPROVING THE FUNDING FROM VARIOUS SOURCES FOR THE
PURCHASE OF THE SAW MILL SCHOOL PROPERTY**

Ordered:

That the sum of \$400,000 is approved to fund the purchase of the Saw Mill School property assessor's map G7, Block 1, Lot 20, map G6, Block 2, Lot 34 and map G6, Block 2, Lot 35 as follows:

- a. Through the acceptance of a grant of funds from the Executive Office of Environmental Affairs in the amount of \$280,000 under the provisions of Massachusetts General Law Chapter 44 Section 53A
- b. An appropriation of \$50,000 from the Fiscal Year 2023 Community Preservation Act Fund-Open Space and Recreation fund balance
- c. An appropriation of \$20,000 from reserved General Fund bond premiums
- d. \$50,000 from the Conservation Trust per a vote of the Conservation Commission on December 1, 2022

IN CITY COUNCIL
December 13, 2022
Read and adopted: 7 Yeas, 1 Nays
/s/ Peter Marchetti, City Council President
/s/ Michele M. Benjamin, City Clerk

MAYOR'S OFFICE
Approved: December 14, 2022
/s/ Linda M. Tyer, Mayor

A true copy Attest:


City Clerk

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2023 OCT -4 PM 2: 03

CC 1



City of Pittsfield

Oct 4 20 23

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Accounting for the spending of taxpayer money forms the fundamental obligation of government. It is therefore necessary to assure the public that the City complies with US and State Treasury guidelines for the ARPA monies. The City Council further bears responsibility to provide legal protection by ensuring compliance.

I request that the City Council order an independent audit of the ARPA fund by an outside firm that holds no contract, past or present, with the City of Pittsfield. The purpose of the audit is to ensure that all aspects of the ARPA grant are legal and compliant.

Respectfully submitted,
Charles Kronick, Councilor Ward 2

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2023 OCT 18 AM 9:10



City of Pittsfield

October 17 20 23

To the City Council of the City of Pittsfield:-

The undersigned respectfully

I had requested in the October 10 Council meeting for a public presentation by Scanlon Associates for the audit of FY 2022 and the Pittsfield Single Audit Report 2022. The President of the Council, Councilor Peter Marchetti agreed to schedule the report.

I am requesting a special meeting to hear both the **FY2022 Audit** and the **Pittsfield Single Audit Report 2022** before the November 7 election. This request meets the high criteria for special meetings for the following reasons.

One, the reports are seven months overdue, and the Mayor and Council are out of compliance with the City Charter. Section 7-6 states, "*The report of the audit shall be filed in final form with the city council not later than March 1 in the year following its award.*" The Audit was not posted to the city website before July 2023 after the Budget Hearings for FY 2024. Therefore, not only has the Council failed in its duty to review publicly the 2022 audits, but the Mayor's office did not even make them available for review in fiscal year 2023.

Section 7-2 states, "*At least 60 days before the beginning of the fiscal year, the mayor shall call a joint meeting of the city council and school committee, including the superintendent of schools, to review the financial condition of the city, revenue and expenditure forecasts and other relevant information prepared by the mayor to develop a coordinated budget.*" This statement clearly expresses the requirement to review the financial reports publicly as stated in "*review the financial condition of the city.*" The Mayor and the City Council *both* failed to meet their fundamental obligations to the Charter rules 7.2 & 7.6. It is urgent for the us to correct the violation by scheduling the hearing.

The Auditors have found significant deficiencies. Failing to report to the public these audits is particularly troublesome in an election year that chooses the next Mayor. The public has a right and need to understand the contents of the Fiscal Year's performance before the election.

Charles Kronick, Councilor Ward 2

Charles Kronick



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2023 OCT 18 PM 1:29

October 18 20 23

To the City Council of the City of Pittsfield:-

The undersigned respectfully

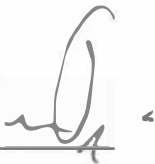
Request that the City Council clarify the requirement that a single audit be done annually for federal funds, more specifically, since a significant deficiency in the handling of ARPA funds was discovered by the auditor.

There is some ambiguity in the proposed bidding and contract documents from last year and past practice. The current documents seem to require an annual audit.

However the last Single Audit that has been published was in 2018.

Clearly there is a need for close and constant oversight when the city receives the largest federal grant it never has, approximately \$42 million. In addition, since the initial handling has resulted in a significant deficiency than it makes sense to monitor this annually especially in light of the novelty of such a wide-ranging federal grant program.

Respectfully submitted,



Kenneth G. Warren Jr.
Ward 1 City Councilor

Charles Kronick
Ward 2 City Councilor



City of Pittsfield

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CITY OF PITTSFIELD, MA
2023 OCT 18 PM 1:29

October 18 20 23

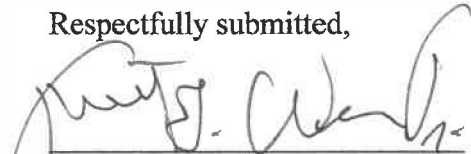
To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that the City Council comply with Section 7-6 of said Article 7 of said Section 22 of said Chapter 72 of the Acts of 2013 which requires an annual vote of the City Council to designate an independent auditor.

No special act has been approved which modifies this Charter requirement.

Respectfully submitted,


Kenneth G. Warren Jr.
Ward 1 City Councilor

Charles Kronick
Ward 2 City Councilor

RECEIVED CITY CLERK
CITY OF PITTSFIELD, MA
2023 OCT 17 AM 8:36

CC 1



City of Pittsfield

October 16 20 23

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

The undersigned respectfully

Honorable members of the City Council,

I petition the City Council to condemn the terrorist atrocities inflicted upon the people of Israel by the terrorist group, Hamas which commenced their despicable acts on the Holy day Simchat Torah, the holiday devoted to the Bible, on October 7, 2023.

Respectfully submitted,

Charles Kronick, Councilor Ward 2
Charles Kronick

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2023 OCT 18 AM 9:11

City of Pittsfield

October 17 2023

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

The undersigned respectfully

This petition brings to the Council's attention the residents' observations and complaints about the repaving work performed on California Avenue.

The complaints are threefold.

- 1) **SAFETY.** Pedestrians need to take extra caution now to avoid speeding vehicles. By narrowing the street without providing sidewalks, pedestrians experience dangerous encounters with traffic. Pedestrians cannot walk off the the road because there is a wide margin of mud and seed. The road becomes congested with combined off-street parking and school bus traffic.
- 2) **RAIN DAMAGE TO YARDS AND DRIVEWAYS.**
 - a. Raising the road caused crews to cut deep into driveways, some brand new. Revised aprons have the incorrect pitch and fail to drain rain into the street.
 - b. Collecting water now erodes the aprons and margins of the road and curb. The eventual degradation of asphalt is inevitable.
 - c. Before the paving, rainwater drained downwards into the street to be collected by storm drains. Post paving, the road is higher in elevation, and the aprons (the connection of driveways to roads) slant upwards. Water no longer flows into the road, but instead collects midway on the driveways and backs up into the lawns as much as 6 feet from the curb.
 - d. Standing water pools on driveways and lawns. Residents express concern about maintaining boggy yards and mosquitos.
- 3) **SLOPPY WORK.** Driveway aprons are higher than the roads and will not tolerate plowing. The City left piles of asphalt and mud on the road and by the aprons. Equipment abandoned the worksite and left tire ruts in properties. They did not apply straw to the seed which washed away in rain. The finished edges are not in line with the road.

What the City needs to do:

Upon receipt of this petition, the Department of Public Works needs to review the entire California Avenue project and plan its repair. The DPW may request appropriation from the Free Cash allotted for road work to fully restore California Avenue to its original dimensions and correct its current failing storm drainage.

Councilor Charles Kronick, Ward 2
Councilor Peter Marchetti, At-Large
Councilor Earl Persip, At Large



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2023 OCT 18 PM 1:18

10-18 20 23

To the City Council of the City of Pittsfield:-

The undersigned respectfully

a PETITION ASKING THAT THE
CITY COUNCIL INVITE DPW DIRECTOR
RICARDO MORALES, AND THE CITY'S TWO
CONSULTING ENGINEERS - KLEINFELDER AND
AECOM TO GIVE AN UPDATE AS TO WHAT IS
OR ISN'T GOING ON AT BOTH THE CITY'S
DRINKING WATER AND SEWER TREATMENT
PLANTS. THE CITY SHOULD NOT SIGN OFF
ON THE PROJECTS UNTIL WE KNOW THAT
BOTH FACILITIES ARE RUNNING SUCCESSFULLY
AND MEET ALL REGULATORY STANDARDS
WORD ON THE STREETS IS THAT THE
SEWER PLANT CAN NOT MEET REGULATORY
STANDARDS AND AS SUCH, THE CITY AND
THE CITY'S CONSULTANTS MUST TELL US
WHY THE SEWER PLANT IS FAILING TO
MEET REGULATORY STANDARDS

Gray C. Heston
1098 WEST ST.
PITTS, MA. 01201
PH 413 442-5466



City of Pittsfield

RECEIVED: CITY CLERK
CITY OF PITTSFIELD, MA
2023 OCT 17 AM 8:36

October 16 2023

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Requesting for the City to enforce landscaping ordinances pertaining to the front yard to street at 23 Elberon Avenue. One glance at the lot suffices to justify the neighbors' grievance at the overgrowth of grass.

The city does not need to rely on compliance by the resident to accomplish mowing grass over 12". I request that we send a city crew to the site and charge the resident for services.

Charles Monick
Councilor, Ward 2



City of Pittsfield

RECEIVED CITY CLERK
CITY OF PITTSFIELD, MA
2023 OCT 17 AM 8:36

October 16 20 23

To the City Council of the City of Pittsfield:-

The undersigned respectfully

By Councilor Kronick, a petition to Request Committee of Health and Safety to schedule a public presentation to City Council by the MassDEP on the state of the 2023 PCB testing at the GE site.

The purpose of this petition is to provide a public forum in which residents may communicate their concerns with state EPA officials regarding the impact of PCB's on their health.

Charles Kronick, Councilor, Ward.2

Signed Charles Kronick



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2023 OCT 18 PM 1:29

October 18 20 23

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Respectfully request that this petition be referred to the Mayor, the Homeless Advisory Committee, and ServiceNet to follow-up and/or expand on their community outreach with our city's houseless which are found to be inhabiting nonpermanent structures throughout the city.

In the past it has been stated that there is periodic interaction with people who meet this description on a regular basis.

Recent events such as the discovery of a deceased individual in one of our city properties who had been dead for a period of time resulting in unnecessary deterioration indicate that there are possible cracks in the system. This outreach should be formalized and regularly scheduled. This should include documentation that such interaction occur.

For the winter, it MUST be weekly. For the rest of the year, it could be every two weeks or so.

Councilor Kalinowsky and myself have been to multiple encampments and we have toured the current available shelter and talked to individuals in both circumstances as to suggestions for ongoing communication and interaction. And we have toured the soon to open shelter which however is incapable of addressing the needs of those who intentionally or unintentionally live in difficult and nonpermanent circumstances.

Respectfully submitted,

Kenneth G. Warren Jr.
Ward 1 City Councilor

Karen Kalinowsky
At Large City Councilor

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2023 OCT 17 AM 10:26

CC 1



City of Pittsfield

October 17 20 23

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

The undersigned respectfully

Residents of California Avenue are requesting speed signs to be placed along its length facing both ways.

Charles Kronick, Councilor Ward 2

Charles Kronick



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2023 OCT 18 PM 1:29

October 18 20 23

To the City Council of the City of Pittsfield:-

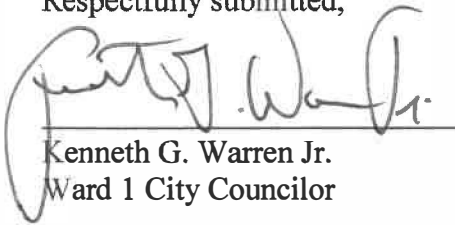
The undersigned respectfully

Requests that the Charter and its enforcement be clarified by ordinance as specified below:

1. Refer this petition to the Committee on Ordinance & Rules to draft an ordinance that provides in substance that any city employee who intentionally violates a material Charter provision dealing with finances and budgets shall be subject to discipline of the loss of wages or salary of up to one pay period. This shall be after a public hearing and two thirds vote of the City Council.
2. Obviously this is to be prospective and there couldn't be a more opportune time than the change in city administration.

The goal is to encourage and provide the necessary respect for the duly enacted Charter for city government. Our residents can't have confidence in our city government if there is no accountability.

Respectfully submitted,



Kenneth G. Warren Jr.
Ward 1 City Councilor

Charles Kronick
Ward 2 City Councilor