



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

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2022 OCT 20 PM 2:11

October 25, 2022, at 6:00 p.m.

AGENDA

1. Open microphone

APPOINTMENTS

2. A communication from Mayor Tyer appointing Rev. Charles Pratt and John Neiner to the Berkshire Athenaeum Board of Trustees
3. A communication from Mayor Tyer reappointing Michael McCarthy to the Pittsfield Housing Authority
4. A communication from Mayor Tyer appointing Thomas Sakshaug to the Airport Commission
5. A communication from Mayor Tyer appointing Matthew Lauro to the Affordable Housing Trust
6. A communication from Mayor Tyer appointing Kevin Zawistowski as the Chief Information Officer

COMMUNICATIONS FROM HER HONOR THE MAYOR

7. A communication from Mayor Tyer appointing Luke Mickle, Andrew Hopkins-Sayers and Brennan Polidoro as Fire Fighters with the Pittsfield Fire Department
8. A communication from Mayor Tyer submitting an Order to accept a grant of funds in the amount of \$233,940.00 for the FY23 State 911 Support & Incentive Grant
9. A communication from Mayor Tyer submitting an Order to accept a grant of funds in the amount of \$13,103.04 for the FY23 Training Grant
10. A communication from Mayor Tyer submitting an Order to accept a grant of funds in the amount of \$21,234.89 for the FY23 Emergency Medical Dispatch Grant

PUBLIC HEARING

11. A public hearing on a petition from NSTAR Electric requesting to install eleven fifty-foot poles, install 1,870 feet of three phase primary overhead cable and remove nine thirty-five-foot poles
12. A public hearing continued from October 11, 2022 on a Special Permit for a proposed coffee shop with a drive-thru at 1030 South Street under the requirements of Section 7.839

COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND BOARDS

13. A communication from Chief Wynn on a petition from Councilor Kavey requesting a status update regarding body-worn cameras

14. A communication from Director Reczkowski on a petition from Councilor Warren for the creation and implementation of a Youth Poet Laureate for Pittsfield
15. A communication from Director Cambi on a petition from Councilor Kronick requesting the Health Department inspect the sidewalks located at 193 Elberon Avenue
16. A communication from Director Cambi on a petition from Councilor Maffuccio requesting a status update on the demolition status for 27 Vin Hebert Blvd
17. A communication from President Marchetti in accordance with Section 7-6 of the City Charter requesting approval of the recommendation by the Committee of an RFP for Auditing Services

UNFINISHED BUSINESS

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

NEW BUSINESS

19. A petition from Councilor Lampiasi requesting additional streets to be designated for snow removal
20. A petition from Councilor Kronick requesting a funding plan for the erection of a statue to honor Reverend Samuel Harrison

REPORTS OF COMMITTEES

21. A report from the Finance Committee on an Order for a ten-year Tax Increment Financing Agreement for Interprint, Inc.
22. A report from the Finance Committee on a petition from Councilor Warren requesting to elect a standard allowance for revenue loss in the amount of ten million dollars, recommending to approve 4/1

MATTERS TENTATIVELY REFERRED BY THE PRESIDENT UNDER RULE 27

Referred to the Commissioner of Public Services

23. A petition from Councilor Lampiasi requesting a report detailing the projected cost of snow removal for the 2022/2023 winter
24. A petition from Councilor Lampiasi requesting a status update to address traffic congestion and safety concerns at Taconic High School

Referred to Solicitor

25. A petition from LeMarr Talley on a pending lawsuit for arbitrary discrimination

Referred to the Community Development Department

26. A petition from Councilor Kronick for an honorary street sign on the corner of Third Street and Fenn Street for Reverend Samuel Harrison

Referred to the Ordinances and Rules Committee

27. A petition from Councilor Warren requesting to review the Building and or Health Code Enforcement provisions focusing on dilapidated and blighted properties



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 18, 2022

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

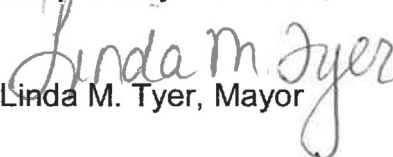
Dear Councilors,

It is my sincere privilege to submit herewith for your consideration the following appointments to the Berkshire Athenaeum Board of Trustees for terms expiring as follows:

Rev. Charles E. Pratt, 10 Francis Avenue, #3, Pittsfield, MA 01201
(October 3, 2024)

John Neiner, 156 Partridge Road, Pittsfield, MA 01201 (October 2, 2025)

Respectfully submitted,


Linda M. Tyer, Mayor



One Wendell Avenue
Pittsfield, MA 01201
(413) 499-9480
www.pittsfieldlibrary.org

TO: MAYOR TYER

FROM: ALEX RECZKOWSKI, LIBRARY DIRECTOR

DATE: 17 OCTOBER 2022

RE: APPOINTMENT TO LIBRARY TRUSTEES

The Nominating Committee of the Library Trustees is recommending appointment of Rev. Charles E. Pratt, Jr., to fill the vacancy created by the resignation of Kathleen Amuso and to serve a term until 10/03/2024 as a mayoral appointment to the Library Trustees. Rev. Pratt is a long serving member, and creates a continuation of his mayoral appointment in 2019.

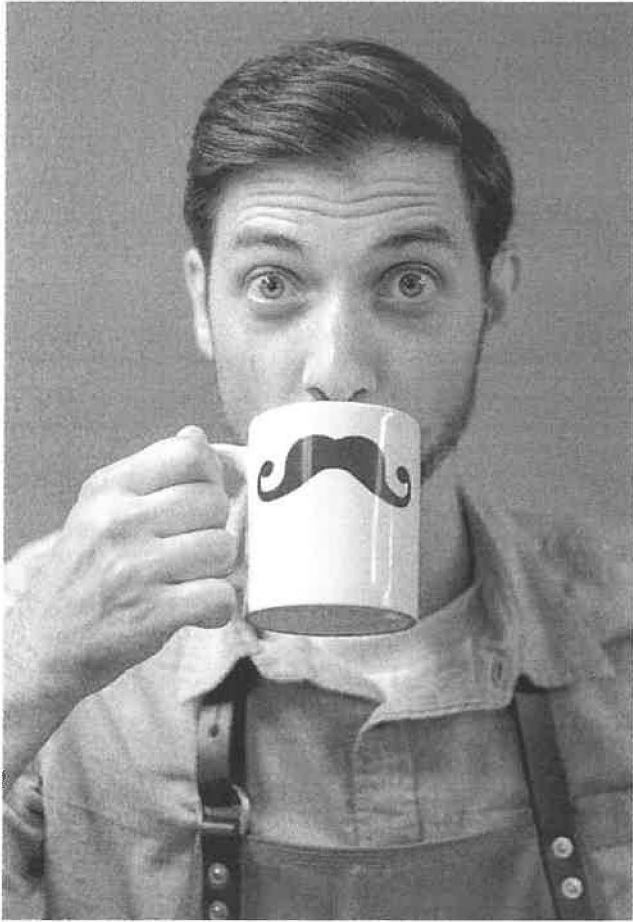
The Nominating Committee of the Library Trustees is also recommending the appointment of John Neiner to serve a term until 10/02/2025 as a mayoral appointment to the Library Trustees. Mr. Neiner previously filled a partial mayoral appointment in 2015-2016; his current resume is attached for your reference.

Athenaeum bylaws stipulate that "Trustees Appointed by the Mayor ... shall serve staggered three year terms and any vacancy in their class shall be filled by the mayor with the approval of the City Council."

Thank you for your consideration of the board's request.

Cc: Catherine VanBramer

Wonder inside.



John Neiner

John is a graphic designer and illustrator who enjoys the process of creating as much as the final design. His experience includes articulating strategic and creative design solutions while following the pursuit of excellence.

Under the name Neiner Creative, John has worked as a freelance graphic designer and illustrator since 2011. John lives in Pittsfield with his wife, Erin, and their three energetic boys: Drew, Jack, and Caid. John came to Pittsfield when he was five years old and thoroughly enjoys the Berkshires from tip-to-trail. John is a self-proclaimed 'Possibilities Extraordinaire' and is a connoisseur of all things creative from branding and identity design to original illustration.

Whether he is working with local businesses and non-profits or designing for fortune 500 companies, John takes his creative acumen to every client project by bringing their vision to life using a well-designed, sophisticated aesthetic. He loves to create. He loves to refine. He loves to inspire.

Past the realm of Graphic Design, John also enjoy an assortment of eclectic hobbies, including rock climbing, ventriloquism, juggling, magic, scratch building, sculpting, and stamp collecting. John also serves as the assistant pastor at Cornerstone Baptist Church on West Street in Pittsfield.

Above all the many blessings in his life, John receives his greatest joy from being a servant of Christ. It is in Him and through Him only that John is what he is and does what he does.

ABOUT ME

JOHN D. NEINER

156 Partridge Road, Pittsfield, MA 01201

P 413.443.3893

C 413.446.3997

john@neinercreative.com

www.neinercreative.com

Favorite Computer Platform: (Apple fan-boy alert) 27" iMac, 13" MacBook Pro, and iPad Pro

Favorite Piece of Hardware: Wacom Cintiq 24HD Graphics Tablet

Favorite Software: Adobe Illustrator CC, Adobe Photoshop CC, Adobe InDesign CC, and ProCreate App

CREATIVE SERVICES

Neiner Creative Proprietor | Graphic Designer/Illustrator, January 2011—Present

<http://neinercreative.com> • 413.446.3997

SABIC Freelance | Graphic Designer/Illustrator, November 2011—Present

<https://www.sabic.com/en> • Project Lead: David Cameron 248.926.4219

Bella Baby Photography Freelance | Graphic Designer, November 2011—Present

<https://www.bellababyphotography.com/> • Creative Director: Megan Kuntze 413.207.1138

Kleinfeld Paper Freelance | Graphic Designer/Illustrator, October 2014—2016

<http://www.kleinfeldpaper.com/> • Creative Director: Karla Cushman 717.201.8872

Wave Systems Corp. Freelance | Graphic Designer/Illustrator, January 2012—January 2014

<http://wave.com> • 877.228.WAVE

Crane & Co. Freelance | Graphic Designer/Illustrator, January 2010—September 2013

<http://crane.com> • 1.800.268.2281

Guardian Life Insurance Company of America Freelance | Graphic Designer/Illustrator, September 2008—December 2015

<https://www.guardianlife.com/> • 413.395.4122

PAST EXPERIENCE

Berkshire Country Day School *Graphic Design Teacher 7th-9th grade; School Graphic Designer*, Sept. 2010–June 2011

55 Interlaken Road, Stockbridge, MA 01262 • <http://berkshirecountryday.org> • 413.637.0755

Pixel Graphic Design Studio *Graphic Designer/Illustrator*, April 2008–December 2010

29 Wendell Ave., Pittsfield, MA • <http://pixelgraphics.us> • 888.77.PIXEL

Berkshire Lighting Outlet *Store Manager/Retail Operations*, May 2001–April 2008

400 Pittsfield/Lenox Rd, Lenox, MA • 413.442.3343

Northland International University *Public Relations; Resident Assistant*, Aug 1998–May 2001

Dunbar, WI • <http://ni.edu>





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Linda M. Tyer
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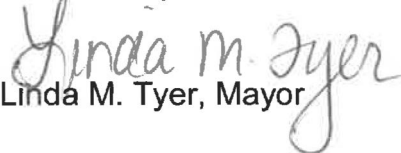
October 18, 2022

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 reappointment of Michael McCarthy, 16 Meadow Ridge Drive to the Pittsfield Housing Authority for a term expiring October 25, 2027.

Respectfully submitted,


Linda M. Tyer, Mayor



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Linda M. Tyer
Mayor

October 18, 2022

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 reappointment of Dr. Thomas Sakshaug, 13 Brookside Drive, Pittsfield, MA 01201 to the Airport Commission for a term expiring November 12, 2025.

Respectfully submitted,

Linda M. Tyer
Linda M. Tyer, Mayor



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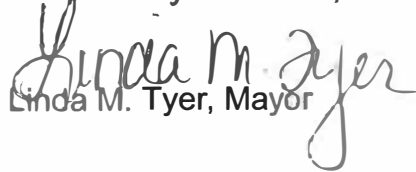
October 18, 2022

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 appointment of Matthew Lauro, 25 East New Lenox Road, to the Affordable Housing Trust for a term expiring October 25, 2024.

Respectfully submitted,


Linda M. Tyer, Mayor

MATTHEW P. LAURO, SVP MountainOne Bank

Matthew.Lauro@Mountainone.com

413-455-6977

QUALIFICATION HIGHLIGHTS

Banking professional with the proven ability to conduct analysis across a global market, stay abreast of world trends and identify risk. Consistently able to leverage technology, enhance research and communicate knowledgeable recommendations and solutions to clientele

PROFESSIONAL EXPERIENCE

MountainOne Bank, Berkshire County MA

SVP, Commercial Officer

May 2022- Present

- Responsible for commercial growth through new client acquisition, new deal flow and expansion of commercial banking capabilities
- Consult clients and potential clients on capital structure alternatives through pro-forma scenario analysis, product offering and product knowledge
- Conduct analysis to determine borrower request, relationship size and potential facilities offered

Pittsfield Cooperative Bank, Pittsfield MA

VP, Commercial Bank Officer

Apr. 2021-May 2022

- Oversight of a Commercial portfolio: Management oversight of Commercial Portfolio Management team and Commercial Cash Management team
- Responsible for growing the commercial portfolio through new client acquisition and monitoring of existing commercial clients
- Member of Asset-Liability, Steering and Compliance committee

State Street Bank & Trust Co., Boston, MA

VP, Emerging Markets Macro Trading, FX & Rates

Sept. 2017- Apr. 2021

- Responsible for managing both proprietary and client risk across multiple emerging market currencies and rates
- Communicate and execute investment decisions based on relative valuation, historical financial data and idiosyncratic sociopolitical events
- Synthesize financial, political, and economic developments using systematic models and written research to track historical sovereign data and to set expectations for upcoming economic releases
- Meet with global clients to present investment research, share ideas and collaborate on overall market themes
- Publish daily & weekly reports on multi asset strategy, sector and macroeconomic fundamentals to help develop client portfolio allocation and risk

Longfellow Investment Management Co., Boston, MA

Analyst, Investment Grade & High Yield Credit

Sept. 2016-Sept. 2017

- Provided credit analysis and investment recommendations to portfolio managers based on "bottoms-up" credit analysis, financial modeling and on-site management due diligence.

FIDELITY MANAGEMENT & RESEARCH CO., Boston, MA

Associate, Credit Research

June 2013- Sept. 2016

- Covered domestic, European and Asian banks, brokers and macroeconomic factors to produce notes on a portfolio of corporate credits
- Built and updated financial models using Excel and Visual Basic that drove internal credit ratings and outlooks by tracking reported earnings and projecting future results
- Contributed to weekly reports on global short-term markets, sector and macroeconomic fundamentals to help track rates and provide a sector outlook

EDUCATION

RENSELAER POLYTECHNIC INSTITUTE OF TECHNOLOGY, Troy, NY

Board Seats: National Council Member: Avon Old Farms, Director: Berkshire Education and Correction

Information Classification: General



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Linda M. Tyer
Mayor

October 18, 2022

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 Kevin Zawistowski as the Chief Information Officer.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB
Enclosure

Kevin Zawistowski

117 Pollock Avenue, Pittsfield, MA 01201
(413) 822-9423 • kevin.zawistowski@gmail.com

Security Clearance: TOP SECRET/SCI with Polygraph

EDUCATION

University of Maryland, Adelphi, MD August 30, 2017
Bachelor of Science in Computer Networks and Cybersecurity

Cochise College, Sierra Vista, AZ December 2010
Associate of Applied Science in Intelligence Operations
Concentration: Intelligence Analysis

IT CERTIFICATIONS

ISC²: Certified Information System Security Professional (CISSP), Information Systems Security Management Professional (CISSP-ISSMP)

CompTIA: A+, Network+, Security+, Linux+, LPIC-1, SUSE Certified Linux Administrator

EC Council: Certified Ethical Hacker (CEH)

WORK HISTORY

Information System Security Manager (ISSM) (March 2019 – Present)
General Dynamics Mission Systems, Pittsfield, MA

Currently serves as the ISSM for a classified program in support of US Government customer. Serves as the principal advisor on all matters, technical and otherwise, involving the security of information systems.

- Manages the information assurance team for 5 separate security domains in various geographic locations
- Responsible for continuous monitoring, risk assessments, incident response and auditing efforts for each domain
- Provides advice and recommendations regarding regulatory compliance and security engineering requirements for current and future projects
- Develops and oversees information security education program
- Routinely briefs government and other stakeholders regarding information system security matters
- Regularly reviews contract proposals, monitors, and reports contract security performance in support of contract deliverables
- Leads the development of assessment and authorization packages for classified information systems
- Familiar with common enterprise technologies such as Microsoft Windows Server, Microsoft Active Directory, Linux, Nessus, Splunk, Remedy and other common applications

- Familiar with DevSecOps, Agile and Waterfall processes and common continuous integration/ continuous delivery (CI/CD) tools such as JIRA and Confluence
- Coordinates self-inspection and site-visits with federal government and internal inspectors including DOD and DOJ
- Responsible for Statement of Work (SOW) and Bill of Materials (BOM) for security deliverables including budgeting full-time employees, licensing and hardware over multi-year contracts

Cyber Systems Administrator/ SSO Engineer

(July 2016 – March 2019)

Northrop Grumman Corp. Fort Belvoir, VA

Army Knowledge Online (AKO)

AKO Single Sign-On (SSO) is a large enterprise, high availability environment that provides authentication and authorization to the majority of U.S. Army soldiers, civilians and contractors.

- Provided authentication and access troubleshooting across many web platforms including IIS/SharePoint (using ADFS) and Apache on Windows Server, Apache on Unix/Linux and Domino web servers
- Maintained operational knowledge of Solaris Unix (Solaris 10) and Linux (RHEL5/6) while maintaining web and application servers in a high-availability mirrored environment
- Provided Tier III Engineering help desk support to system administrators
- Worked with complex secure network infrastructure with a wide range of hardware, operating systems and software in a multi-domain enterprise environment.
- Regularly patched and basic tested of SSO servers (Linux/Unix).
- Became an experienced administrator with CA SiteMinder Policy Servers, Web Agents (Apache, IIS, Domino), CA SiteMinder Federation and CA Directory
- Experienced working in enterprise environment with a user base of one million+
- Frequently created shell scripts to parse logs and assist with data migration
- Participated in government accreditation processes for the AKO information system
- Configured SSO servers in accordance with DOD security regulations
- Assisted with information system security investigations pertaining to system access
- Managed both primary and alternate (mirror) site production servers

Communications Specialist (Exhibits) - GS-09

(April 2015 – July 2016)

USGS, Department of the Interior, Reston, VA

Supported the internal and external communications components of the U.S. Geological Survey's Bureau headquarters by providing planning and logistics support for the conference and tradeshow program.

- Maintained annual budget for conference and tradeshow program at USGS headquarters
- Planned and coordinated USGS presence at major conferences/trade shows including: DC Science and Engineering Festival and American Geophysical Union Annual Meeting
- Interfaced with public at scientific conferences in support of USGS initiatives
- Assisted in Congressional outreach briefings for select Bureau priorities
- Served as technical evaluation team member for multi-million-dollar website hosting contract

UH-60 Blackhawk Pilot / Operations Officer – CW-2
US Army, Fort Drum, NY

(January 2011 – May 2015)

In addition to the duties required as a line pilot, the following additional duties were assigned to Company-Grade officers and Staff Officers to assist the Commander in accomplishing the mission.

- Served as Battalion Operations Officer for air movement requests, coordinating movement of personnel and equipment via helicopter in combat environments
- Acted as the primary liaison office for air movements, coordinating safety, logistics and training with ground personnel regarding aviation operations
- Served as company Communications Security (COMSEC) custodian
- Served as company Information System Security Officer (ISSO)
- Responsible for the physical security and storage of controlled cryptographic equipment (CCI)
- Primary point of contact for troubleshooting operational level communications equipment, including satellite and datalink transmitters and receivers
- Responsible for maintenance of COMSEC (RF) equipment
- Responsible for training on new COMSEC procedures including classroom and practical exercises

Intelligence Analyst (All-Source)
US Army, Fort Riley, KS

(January 2009 – January 2011)

- Primary administrator for battalion intelligence information system
- Conducted physical security inspections, including sensitive storage facilities and key control programs
- Served as assistant personnel security (PERSEC) manager
- Served as Battalion Intelligence Oversight Manager
- Conducted anti-terrorism and Operational Security (OPSEC) briefings to battalion as needed.
- Instructed soldiers in use of biometrics equipment
- Battalion subject matter expert for unattended ground sensor (UGS) installation and deployment



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Linda M. Tyer
Mayor

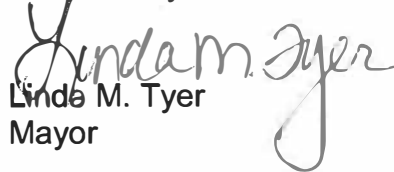
October 18, 2022

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

Dear Councilors:

I am submitting this communication to notify you that I am appointing Luke Mickle, Andrew Hopkins-Sayers and Brennan Polidoro as Fire Fighters with the Pittsfield Fire Department in accordance with Civil Service regulations.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB



City of Pittsfield Fire Department

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

October 17, 2022

Mayor Linda Tyer
Pittsfield City Hall
70 Allen Street
Pittsfield, MA 01201

Mayor Tyer;

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

Luke Mickle
Andrew Hopkins-Sayers
Brennan Polidoro

Respectfully submitted,

Thomas Sammons
Fire Chief



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Linda M. Tyer
Mayor


October 18, 2022

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 \$233,940.00 from the Massachusetts Executive Office of Public Safety and Security State 911 Department for the FY23 State 911 Support & Incentive Grant.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/CVB
Enclosure



**CITY OF PITTSFIELD
POLICE DEPARTMENT**

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

OFFICE OF THE CHIEF OF POLICE

(413) 448-9717

PROFESSIONALISM • ETHICS • INTEGRITY • SENSITIVITY • ACCOUNTABILITY


October 18, 2022

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

Dear Mayor Tyer,

Submitted for your consideration is an authorization requesting that the City of Pittsfield accept a FY23 State 911 Support & Incentive Grant in the amount of \$233,940.00 from the Executive Office of Public Safety and Security State 911 Department to the Pittsfield Police Department.

Respectfully submitted,


Michael J. Wynn
Chief of Police

c: Matthew Kerwood, Director of Finance
Allison Crespo, City Accountant

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

**AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS IN
THE AMOUNT OF \$233,940.00 FROM THE MASSACHUSETTS EXECUTIVE OFFICE
OF PUBLIC SAFETY – STATE 911 DEPARTMENT**

Ordered:

That the City of Pittsfield, acting through its Mayor and City Council, and pursuant to M.G.L. Chapter 44, Section 53A, is hereby authorized to accept a FY23 State 911 Department Support & Incentive Grant in the amount of \$233,940.00 from the Massachusetts Executive Office of Public Safety & Security – State 911 Department to the Pittsfield Police Department.

Gregory - Bilotta, Margaret

From: 911DeptGrants (EPS) <911deptgrants@state.ma.us>
Sent: Thursday, October 13, 2022 4:46 PM
To: Wynn, Michael
Cc: Gregory - Bilotta, Margaret
Subject: FY2023 Support and Incentive Grant Award
Attachments: FY23 S&I - PITTSFIELD.pdf

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

Good Afternoon,

Attached you will find a scanned copy of your award letter, contract and your Appendix A - Personnel Costs form for your **FY2023 Support and Incentive Grant**.

Please be sure to make a copy of these for your grant file, as they will not be mailed.

Your effective contract start date is: October 13, 2022

- **There shall be no reimbursement for costs incurred prior to the Effective Date of the Contract.**
- **All goods and services SHALL be received on or before June 30, 2023 to be eligible for reimbursement.**
- **Reimbursement requests should be submitted to the Department within thirty (30) days of the date on which the cost is incurred.** Reimbursement requests must include expenditure and activity reports as well as supporting documentation, including but not limited to, copies of receipts, proof of payment and/or payroll records. All requests for reimbursement **shall be submitted by July 31, 2023.**

REIMBURSEMENT REQUEST FORMS CAN BE FOUND HERE: <https://www.mass.gov/lists/state-911-department-grant-reimbursement>

Thank you.

Cindy Reynolds
Grants Specialist

State 911 Department
151 Campanelli Drive, Suite A
Middleborough, MA 02346
DIRECT: 508-821-7299
FAX: 508-947-1452

E-Mail: 911DeptGrants@mass.gov

Forms | Applications | EMD Resources | Approved Trainings | www.mass.gov/E911



The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
151 Campanelli Drive, Suite A ~ Middleborough, MA 02346
Tel: 508-828-2911 ~ TTY: 508-947-1455
www.mass.gov/e911



CHARLES D. BAKER
Governor

TERRENCE M. REIDY
Secretary

KARYN E. POLITO
Lt. Governor

FRANK POZNIAK
Executive Director

October 13, 2022

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

Dear Chief Wynn:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY 2023 State 911 Department Support and Incentive Grant program.**

For your files, attached please find a copy of the executed contract and the final approved Appendix A: Personnel Costs form for your grant. Please note your contract start date is **October 13, 2022** and will run through June 30, 2023. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2023.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/E911. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2023.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY 2023 Support and Incentive Grant File

FY 2023 SUPPORT AND INCENTIVE GRANT COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: <u>City of P. Hsfield</u> (and d/b/a): City of Pittsfield/ Police Department		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 70 Allen Street, Pittsfield, MA 01201		Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02348	
Contract Manager: Michael J. Wynn	Phone: 413-448-9717	Billing Address (if different):	
E-Mail: mwynn@cityofpittsfield.org	Fax: 413-395-0131	Contract Manager: Cindy Reynolds	Phone: 508-821-7299
Contractor Vendor Code: VC 6000192128		E-Mail: 911DeptGrants@mass.gov	Fax: 508-847-1452
Vendor Code Address ID (e.g. "AD001"): <u>AD 001</u> (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS SUPG	
		RFR/Procurement or Other ID Number: FY23 SUPG	
<input checked="" type="checkbox"/> NEW CONTRACT		CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or remark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <u>815 CMR 9.03</u> . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>233,940.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <input type="checkbox"/> % PPD; Payment issued within 15 days <input type="checkbox"/> % PPD; Payment issued within 20 days <input type="checkbox"/> % PPD; Payment issued within 30 days <input type="checkbox"/> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (<u>M.G.L. c. 29, § 23A</u>); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2023 Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Michael J. Wynn</u> Date: <u>5/23/2022</u> (Signature and Date Must Be Handwritten at Time of Signature) Print Name: <u>Michael J. Wynn</u> Print Title: <u>Chief of Police</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Frank Pozniak</u> Date: <u>10/13/22</u> (Signature and Date Must Be Handwritten at Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>	

FY 2023 SUPPORT AND INCENTIVE GRANT

RECEIVED
JUL 13 2022

STATE 911 DEPARTMENT

Type of PSAP: (please check one)

- Primary
- Regional
- Regional Secondary
- Regional Emergency Communication Center

Name of Eligible Entity (PSAP/RECC)

City of Pittsfield

Address

70 Allen Street

City/Town/Zip

Pittsfield, 01201

Telephone Number

413-448-9717

Fax Number

413-395-0131

Website

www.cityofpittsfield.org

Name & Title of Authorized Signatory

Michael J. Wynn/ Chief of Police

Telephone Number

413-448-9717

Email Address

mwynn@cityofpittsfield.org

Name & Title of Grant Contract Manager

Margaret A. Gregory-Bilotta, Grant Manager/FPOC

Telephone Number

413-448-9717

Email Address

mgregory@cityofpittsfield.org

Total Grant Program funds requested:

\$ 233,940.00

REQUIRED

- Applicant has a continuity of operations plan (COOP)
- Applicant acknowledges its Alternate PSAP

Goal and Desired Outcome

Through its submission of this application to the State 911 Department, the applying governmental entity affirms that the primary goal of the State 911 Department PSAP and RECC Support and Incentive Grant Program is to assist PSAPs and RECCs in providing enhanced 911 service and to foster the development of regional PSAPs, regional secondary PSAPs and RECCs.

Sign below to acknowledge having read and agreed to the grant conditions and reporting requirements listed in the grant guidelines.

Signed under the penalties of perjury this 23rd day of MAY ~~September~~, 20 22.


ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

FY 2023 SUPPORT AND INCENTIVE GRANT

BUDGET SUMMARY

Primary PSAP, Regional PSAP, Regional Secondary PSAP, & RECC	
CATEGORY	AMOUNT
A. Enhanced 911 Telecommunicator Personnel Costs	\$ 233,940.00
B. Heat, Ventilation, Air Conditioning, and Other Environmental Control Equipment	\$
C. Computer-Aided Dispatch Systems	\$
D. Radio Console	\$
E. Console Furniture and Dispatcher Chairs	\$
F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service	\$
G. Other Equipment	\$
TOTAL*	\$ 233,940.00

*Total amount must exactly match amount requested on application page

FY 2023 SUPPORT AND INCENTIVE GRANT

DETAIL NARRATIVE

Please make sure that every item listed in the above Budget Worksheet is listed in below narrative with a detailed description including category of item, price per unit, quantity, brand, model and any other pertinent and available information. Please include any and all quotes to support the budget narrative. For personnel costs, please complete the Appendix A – Personnel Costs Form. Please use additional pages if needed.

A. Enhanced 911 Telecommunicator Personnel Costs – to defray the costs of salary for enhanced 911 telecommunicator personnel, including enhanced 911 telecommunicators who are emergency communications dispatchers or supervisors. In order to be eligible for such funding, a grantee shall show that the personnel costs to be reimbursed: (1) cover only personnel who are trained and certified as an enhanced 911 telecommunicator in accordance with the requirements of the State 911 Department, or are in the process of obtaining such certification, in accordance with the requirements of the State 911 Department; and (2) except as otherwise approved by the State 911 Department, are solely for hours in which such personnel are working in the capacity of an enhanced 911 telecommunicator as their primary job function; and (3) except as otherwise approved by the State 911 Department, are solely for hours in which such personnel are conducting quality control/quality assurance of 911 calls. Reimbursement may be allowed for straight time costs for on the job training for new telecommunicators who are in the process of obtaining certification as an enhanced 911 telecommunicator, in accordance with the requirements of the State 911 Department. Reimbursement for personnel costs related to training may be allowed only for training courses that have been approved by the State 911 Department under the Fiscal Year 2023 State 911 Department Training Grant, or with the prior written approval of the State 911 Department. Reimbursement for personnel costs for individuals who have other primary job duties not directly related to enhanced 911 service, such as firefighters or police officers who may occasionally be assigned PSAP enhanced 911 telecommunicator duty, may be allowed only for the documented hours in which the employee is acting primarily in the capacity of an enhanced 911 telecommunicator. For example, if a police officer or firefighter is assigned to work as an enhanced 911 telecommunicator 1 day a week, funding from these grants may only be used to cover the portion of such firefighter or police officer’s salary for the 1 day a week that he or she is assigned to enhanced 911 telecommunicator duty. Funding awarded through these grants shall be assigned to specific identified personnel, and the funding shall be applied to the personnel costs associated with such specific identified personnel.

All wage reimbursements authorized under this Program shall be allocated by the grantee in adherence with applicable collective bargaining agreements. However, the State 911 Department is not bound by or required to adhere to grantee collective bargaining agreements when determining allocations or reimbursements.

Attach Appendix A

Total Category A \$ 233,940.00

B. Heat, Ventilation, Air Conditioning and Other Environmental Control Equipment – to defray costs associated with the acquisition and maintenance of heat, ventilation and air-conditioning equipment and other environmental control equipment. Such funds may only be used to purchase, install, replace, maintain, operate, and/or upgrade such equipment used in the physical space used for the provision of enhanced 911 service.

B. Heat, Ventilation, Air Conditioning and Other Environmental Control Equipment

Description:

Vendor:

Attach Quote and mark with letter B

Total Category B \$

NORTH ANDOVER POLICE DEPARTMENT	YES	YES
NORTH ATTLEBOROUGH POLICE DEPARTMENT	YES	YES
NORTH READING POLICE DEPARTMENT	YES	NO
NORTH SHORE REGIONAL 911 CENTER	PRELIM	PRELIM
NORTHAMPTON POLICE DEPARTMENT	YES	NO
NORTHAMPTON STATE POLICE	PRELIM	PRELIM
NORTHBOROUGH POLICE DEPARTMENT	YES	YES
NORTHBRIDGE POLICE DEPARTMENT	YES	YES
NORTHERN MIDDLESEX REGIONAL EMERGENCY COMMUNICATIONS CENTER	YES	YES
NORWOOD POLICE DEPARTMENT	YES	YES
OXFORD POLICE DEPARTMENT	YES	YES
PALMER POLICE DEPARTMENT	YES	YES
PATRIOT REGIONAL EMERGENCY COMMUNICATIONS CENTER	PRELIM	YES
PEABODY POLICE DEPARTMENT	YES	YES
PEMBROKE POLICE DEPARTMENT	YES	YES
PITTSFIELD POLICE DEPARTMENT	YES	YES
PLYMOUTH POLICE DEPARTMENT	YES	NO
PROVINCETOWN POLICE DEPARTMENT	YES	YES
QUINCY POLICE DEPARTMENT	YES	NO
RANDOLPH POLICE DEPARTMENT	YES	YES
RAYNHAM POLICE DEPARTMENT	YES	YES
READING POLICE DEPARTMENT	YES	NO
REGIONAL OLD COLONY COMMUNICATIONS CENTER	PRELIM	PRELIM
REHOBOTH POLICE DEPARTMENT	YES	YES
ROCKLAND POLICE DEPARTMENT	YES	YES
ROCKPORT POLICE DEPARTMENT	NO	YES
ROWLEY POLICE DEPARTMENT	YES	YES
RUTLAND REGIONAL EMERGENCY COMMUNICATION CENTER	PRELIM	PRELIM
SALEM POLICE DEPARTMENT	YES	YES
SALISBURY POLICE DEPARTMENT	YES	YES
SANDWICH POLICE DEPARTMENT	YES	YES
SAUGUS POLICE DEPARTMENT	YES	YES
SCITUATE POLICE DEPARTMENT	YES	YES
SEEKONK POLICE DEPARTMENT	YES	YES
SHARON POLICE DEPARTMENT	YES	YES
SHELBURNE FALLS STATE POLICE	PRELIM	PRELIM
SHERBORN POLICE DEPARTMENT	YES	YES
SHREWSBURY POLICE DEPARTMENT	YES	YES
SOMERSET POLICE DEPARTMENT	YES	YES
SOMERVILLE POLICE DEPARTMENT	YES	YES
SOUTH HADLEY POLICE DEPARTMENT	YES	YES
SOUTH SHORE REGIONAL EMERGENCY COMMUNICATIONS CENTER	PRELIM	PRELIM
SOUTH WORCESTER COUNTY COMMUNICATIONS CENTER	YES	PRELIM
SOUTHAMPTON POLICE DEPARTMENT	YES	YES
SOUTHBOROUGH POLICE DEPARTMENT	YES	NO
SOUTHBRIDGE POLICE DEPARTMENT	YES	YES
SOUTHEASTERN MASSACHUSETTS REGIONAL EMERGENCY COMMUNICATIONS CENTER	YES	YES
SOUTHWICK POLICE DEPARTMENT	YES	YES
SPENCER POLICE DEPARTMENT	YES	YES
SPRINGFIELD POLICE DEPARTMENT	YES	YES
STERLING COMMUNICATIONS	YES	YES
STONEHAM POLICE DEPARTMENT	NO	YES
STOUGHTON POLICE DEPARTMENT	YES	YES
STOW POLICE DEPARTMENT	YES	YES
STURBRIDGE POLICE DEPARTMENT	YES	YES
SUDBURY POLICE DEPARTMENT	YES	YES
SUTTON POLICE DEPARTMENT	NO	YES
SWANSEA POLICE DEPARTMENT	YES	YES
TAUNTON FIRE DEPARTMENT	YES	YES
TEMPLETON POLICE DEPARTMENT	PRELIM	YES
TRURO POLICE DEPARTMENT	YES	YES
TYNGSBOROUGH POLICE DEPARTMENT	YES	YES
UPTON POLICE DEPARTMENT	YES	YES
UXBRIDGE POLICE DEPARTMENT	YES	YES
WACHUSETT REGIONAL EMERGENCY COMMUNICATIONS CENTER	PRELIM	PRELIM
WAKEFIELD POLICE DEPARTMENT	YES	YES

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Contractor Legal Name: *City of Pittsfield Police Department*
Contractor Vendor/Customer Code: *VC 6000192128*

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
<i>Michael J. Wynn</i>	<i>Chief of Police</i>
<i>Julie Davis</i>	<i>Administrative Finance Manager</i>
<i>Matthew Hill</i>	<i>Lieutenant, COPS Bureau</i>
<i>Matthew Kerwood</i>	<i>Director of Finance</i>

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


 Signature

Date: *5/25/22*

Name & Title: *Matthew Kerwood, Director of Finance* Telephone: *413 499-9466*

Fax: *413-443-6502* Email: *mkerwood@cityofpittsfield.org*

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name : Pittsfield

Contractor Vendor/Customer Code: VC6000192128

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Matthew Kerwood

Title: Director of Finance

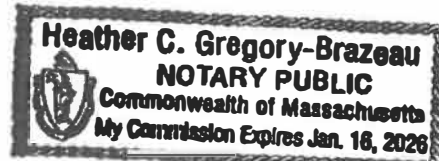
X 

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this 31 day of May, 2022 before me, the undersigned notary public, personally appeared Matthew Kerwood (name of document signer), proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Heather Gregory-Brazeau
Notary Public Signature



My MA Commission expires on: Jan 18, 2026

AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Corporate Clerk Signature

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name: City of Pittsfield Police Department
Contractor Vendor/Customer Code: VC 1000192128

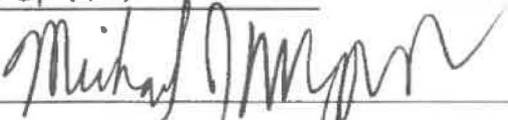
PROOF OF AUTHENTICATION OF SIGNATURE

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This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Michael J. Wynn

Title: Chief of Police

X 

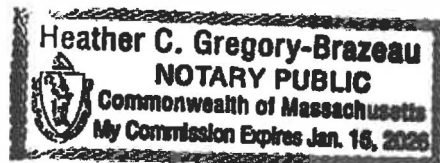
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this 31 day of May, 2022 before me, the undersigned notary public, personally appeared Michael Wynn (name of document signer), proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Heather C. Gregory-Brazeau
Notary Public Signature

My MA Commission expires on: Jan 16, 2026



AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Corporate Clerk Signature

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name : Pittsfield Police Department
Contractor Vendor/Customer Code: VC6000192128


PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Julie Davis

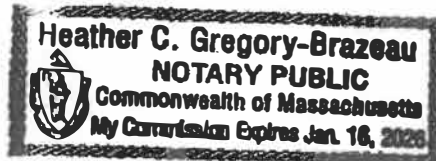
Title: Administrative Finance Manager

X 

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this 31 day of May, 2022 before me, the undersigned notary public, personally appeared Julie Davis (name of document signer), proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.



Heather C. Gregory-Brazeau
Notary Public Signature

My MA Commission expires on: Jan 16, 2024

AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Corporate Clerk Signature

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name: City of Pittsfield Police Department
Contractor Vendor/Customer Code: VC 6000192128

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Matthew Hill

Title: Lieutenant, Special Operations

X 

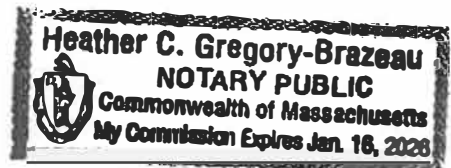
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this 31 day of May, 2022 before me, the undersigned notary public, personally appeared Matthew Hill (name of document signer), proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Heather Gregory Brazeau
Notary Public Signature

My MA Commission expires on: Jan 16, 2026



AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Corporate Clerk Signature

AFFIX CORPORATE SEAL



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 18, 2022

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 \$13,103.04 from the Massachusetts Executive Office of Public Safety and Security State 911 Department for the FY23 Training Grant.

Respectfully submitted,

Linda M. Tyer
Linda M. Tyer, Mayor

LMT/CVB
Enclosure



**CITY OF PITTSFIELD
POLICE DEPARTMENT**

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

OFFICE OF THE CHIEF OF POLICE

(413) 448-9717

PROFESSIONALISM • ETHICS • INTEGRITY • SENSITIVITY • ACCOUNTABILITY

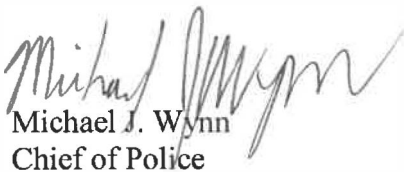
October 18, 2022

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

Dear Mayor Tyer,

Submitted for your consideration is an authorization requesting that the City of Pittsfield accept a FY23 Training Grant in the amount of \$13,103.04 from the Executive Office of Public Safety and Security State 911 Department to the Pittsfield Police Department.

Respectfully submitted,


Michael J. Wynn
Chief of Police

c: Matthew Kerwood, Director of Finance
Allison Crespo, City Accountant

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS IN THE AMOUNT OF \$13,103.04 FROM THE MASSACHUSETTS EXECUTIVE OFFICE OF PUBLIC SAFETY – STATE 911 DEPARTMENT

Ordered:

That the City of Pittsfield, acting through its Mayor and City Council, and pursuant to M.G.L. Chapter 44, Section 53A, is hereby authorized to accept a FY23 State 911 Training Grant in the amount of \$13,103.04 from the Massachusetts Executive Office of Public Safety & Security – State 911 Department to the Pittsfield Police Department.

From: 911DeptGrants (EPS) <911deptgrants@state.ma.us>
Sent: Thursday, October 13, 2022 4:42 PM
To: Wynn, Michael
Cc: Gregory - Bilotta, Margaret
Subject: FY23 Training Grant Award
Attachments: FY23 TG - PITTSFIELD.pdf

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

Good Afternoon,

Attached you will find a scanned copy of your award letter, contract, and your final approved Personnel Costs Worksheet(s) for your **FY2023 Training Grant**.

Please be sure to make a copy of these for your grant file, as they will not be mailed.

Your effective contract start date is: October 13, 2022

- **There shall be no reimbursement for costs incurred prior to the Effective Date of the Contract.**
- **All goods and services SHALL be received on or before June 30, 2023 to be eligible for reimbursement.**
- **Reimbursement requests should be submitted to the Department within thirty (30) days of the date on which the cost is incurred.** Reimbursement requests must include expenditure and activity reports as well as supporting documentation, including but not limited to, copies of receipts, proof of payment and/or payroll records. All requests for reimbursement **shall be submitted by July 31, 2023.**

REIMBURSEMENT REQUEST FORMS CAN BE FOUND HERE: <https://www.mass.gov/lists/state-911-department-grant-reimbursement>

Thank you.

Cindy Reynolds
Grants Specialist

State 911 Department

151 Campanelli Drive, Suite A

Middleborough, MA 02346

DIRECT: 508-821-7299

FAX: 508-947-1452

E-Mail: 911DeptGrants@mass.gov

Forms | Applications | EMD Resources | Approved Trainings | www.mass.gov/E911



The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
151 Campanelli Drive, Suite A ~ Middleborough, MA 02346
Tel: 508-828-2911 ~ TTY: 508-947-1455
www.mass.gov/e911



CHARLES D. BAKER
Governor

TERRENCE M. REIDY
Secretary

KARYN E. POLITO
Lt. Governor

FRANK POZNIAK
Executive Director

October 13, 2022

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

Dear Chief Wynn:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2023 State 911 Department Training Grant Program**.

For your files, attached please find a copy of the executed contract and the final approved Personnel Cost Worksheet for your grant. Please note your contract start date is **October 13, 2022** and will run through **June 30, 2023**. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before **June 30, 2023**.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, add personnel, or to request approval for trainings, please e-mail those proposed changes to 911DeptGrants@mass.gov.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY2023 Training Grant File

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Pittsfield (and d/b/a): <u>Pittsfield Police Department</u>		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4): <u>70 Allen Street, Pittsfield, MA 01201</u>		Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02348	
Contract Manager: Michael J. Wynn	Phone: 413-448-9717	Billing Address (if different):	
E-Mail: <u>mwyynn@cityofpittsfield.org</u>	Fax: 413-395-0131	Contract Manager: Cindy Reynolds	Phone: 508-821-7299
Contractor Vendor Code: VC <u>0000192128</u>		E-Mail: <u>911DeptGrants@mass.gov</u>	Fax: 508-847-1452
Vendor Code Address ID (e.g. "AD001"): <u>AD 001</u> (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS GRNT	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20__. Enter Amendment Amount \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u>			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <u>815 CMR 9.00</u> . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>13,103.04</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (<u>M.G.L. c. 29, § 23A</u>); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2023 Training Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that a additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>8/4/2022</u> (Signature and Date Must Be Handwritten at Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>10/13/22</u> (Signature and Date Must Be Handwritten at Time of Signature)	
Print Name: <u>Michael J. Wynn</u> Print Title: <u>Chief of Police</u>		Print Name: <u>Frank Pomiak</u> Print Title: <u>Executive Director</u>	

RECEIVED
AUG 12 2022

FY 2023 TRAINING GRANT

STATE 911 DEPARTMENT

1. **Name of Eligible Entity / PSAP / RECC** City of Pittsfield/ Police Department
Address 39 Allen Street
City/Town/Zip Pittsfield/ 01201
Telephone Number 413-448-9717
Fax Number 413-395-0131
Website www.cityofpittsfield.org
2. **Name & Title of Authorized Signatory** Michael J. Wynn/ Chief of Police
Telephone Number 413-448-9717
Email Address mwynn@cityofpittsfield.org
3. **Name & Title Grant Contract Manager** Margaret A. Gregory-Bilotta
Telephone Number 413-449-5257
Email Address mgregory-bilotta@cityofpittsfield.org
4. **Total Grant Program Funds Requested** \$13,103.04 ^{CR}
~~\$14,475.36~~

Applicant meets the EMD requirements established by the State 911 Department by:

5. **Providing EMD in-house utilizing certified emergency medical dispatchers and the following Emergency Medical Dispatch Protocol Reference System (EMDPRS):**

APCO PowerPhone Priority Dispatch

OR

6. **Utilizing the following Certified EMD Resource:** _____

CEMDR's Emergency Medical Dispatch Protocol Reference System (EMDPRS):

APCO PowerPhone Priority Dispatch

7. **Sign below to acknowledge having read and agreed to the grant conditions and reporting requirements listed in the grant guidelines.**

Signed under the penalties of perjury this 4th day of August, 20 22.



ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

**FY 2023 TRAINING GRANT
BUDGET NARRATIVE**

- A. Fees** – Fees associated with attendance at approved live or online 911 training courses, including certifications/recertifications for certified Telecommunicators to include 16 hours of continued education or for those working toward certification, membership fees, and/or conference registration fees. **Add the total *Vendor Fees* column(s) from the *Personnel Costs Worksheet(s)* with the Membership & Conference Fees below to get the Total.**

For Membership fees, list the name and amount for each below.

Membership Fees:

For Conference fees, list the name of the conference, number attending and the amount for each conference below.

Conference Fees:

Total Category A

\$ 5,088.00 ✓

- B. Personnel Costs** – Straight time or overtime expenses for participants or replacement/backfill (who are certified telecommunicators), to cover participant class hours but not both to meet the minimum training and certification requirements for enhanced 911 telecommunicators and minimum training requirements governing emergency medical dispatch established by the State 911 Department; for administrator backroom training; for other authorized training; and straight time or overtime expenses for attendance at the State 911 Department Dispatch Academy. **Add the total *Salary* column(s) from the *Personnel Costs Worksheet(s)* to get the Total.**

Total Category B

\$ 8,015.04 ✓

Completed / Attached the *Personnel Costs Worksheet(s)* {{REQUIRED}}

- C. Training Materials and Other Products** – Funding may be authorized for the purchase, installation, replacement, maintenance, and /or upgrade of software and other products related to the certification and training of enhanced 911 telecommunicators, including but not limited to, call handling guide cards, call handling software, skill and ability pre-employment testing software, and additional related training materials such as books and manuals.

Description:

Attach quote for this category

Total Category C

- D. Lodging** – Funding for lodging expenses may be authorized for participation in training courses that are scheduled for two (2) or more consecutive days and the distance of which is equal to or greater than ninety (90) miles away from where travel originates. Lodging expenses may only be authorized for nights of stay that occur between consecutive training course days, except with the prior WRITTEN approval of the State 911 Department *prior to travel* where (1) travel originates from the Islands of Martha's Vineyard and/or Nantucket; or (2) in cases of extreme hardship; or (3) unless otherwise approved by the State 911 Department in its sole discretion. Travel distance for lodging will be calculated using the place of employment as the origination point and will be verified utilizing a recognized mileage guide such as MapQuest. **NOTE: Lodging for conferences is not eligible under the grant.**

Description:

Total Category D

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Contractor Legal Name: City of Pittsfield
Contractor Vendor/Customer Code: VC6000192128

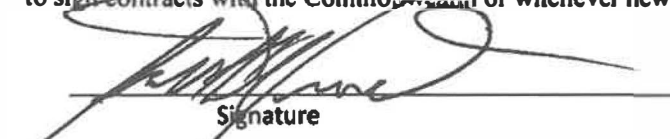
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Michael J. Wynn	Chief of Police
Matthew Hill	Lieutenant/ COPS Bureau
Matthew Kerwood	Director of Finance

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


Signature

Date: 1/5/22

Name & Title: Matthew Kerwood/Director of Finance

Telephone: 413-499-9466

Fax: 413-443-6502

Email: mkerwood@cityofpittsfield.org

[Listing cannot be accepted without all of this information completed]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name: City of Pittsfield
Contractor Vendor/Customer Code: VC 6000 192128

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Matthew Kerwood

Title: Director of Finance

X

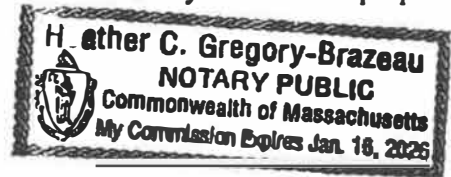
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this 8th day of August, 2022 before me, the undersigned notary public, personally appeared Matthew Kerwood (name of document signer), proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

H.ather C. Gregory-Brazeau
Notary Public Signature

My MA Commission expires on: Jan 16, 2026



AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Corporate Clerk Signature

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name: City of Pittsfield
Contractor Vendor/Customer Code: VC 6000192128

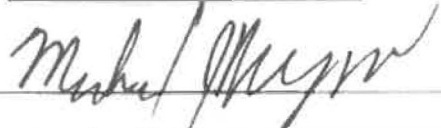
PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Michael J. Wynn

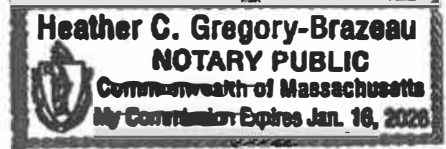
Title: Chief of Police

X 

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this 8th day of August, 2022 before me, the undersigned notary public, personally appeared Michael J Wynn (name of document signer), proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.



Heather Gregory-Brazeau
Notary Public Signature

My MA Commission expires on: Jan 16, 2024

AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Corporate Clerk Signature

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name: City of Pittsfield
Contractor Vendor/Customer Code: VE6000192128

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Matthew Hill

Title: Lieutenant/ COPS Bureau

X [Handwritten Signature]

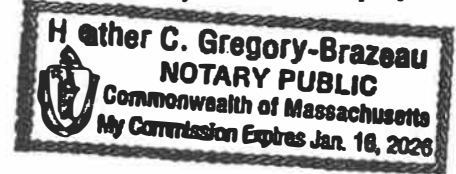
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this 8th day of August, 2020 before me, the undersigned notary public, personally appeared Matthew Hill (name of document signer), proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Heather Gregory-Brazeau
Notary Public Signature

My MA Commission expires on: Jan 16, 2026



AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Corporate Clerk Signature

AFFIX CORPORATE SEAL



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

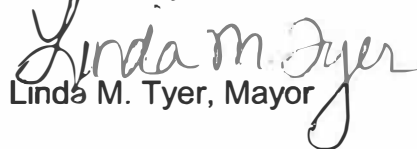
October 18, 2022

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 \$21,234.89 from the Massachusetts Executive Office of Public Safety and Security State 911 Department for the FY23 Emergency Medical Dispatch Grant.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/CVB
Enclosure



**CITY OF PITTSFIELD
POLICE DEPARTMENT**

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

OFFICE OF THE CHIEF OF POLICE

(413) 448-9717

PROFESSIONALISM • ETHICS • INTEGRITY • SENSITIVITY • ACCOUNTABILITY

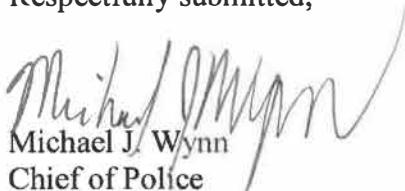
October 18, 2022

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

Dear Mayor Tyer,

Submitted for your consideration is an authorization requesting that the City of Pittsfield accept a FY23 Emergency Medical Dispatch Grant in the amount of \$ \$21,234.89 from the Executive Office of Public Safety and Security State 911 Department to the Pittsfield Police Department.

Respectfully submitted,


Michael J. Wynn
Chief of Police

c: Matthew Kerwood, Director of Finance
Allison Crespo, City Accountant

City of Pittsfield

No. _____

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

IN CITY COUNCIL

AN ORDER

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS IN THE AMOUNT OF \$21,234.89 FROM THE MASSACHUSETTS EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY – STATE 911 DEPARTMENT

Ordered:

That the City of Pittsfield, acting through its Mayor and City Council, and pursuant to M.G.L. Chapter 44, Section 53A, is hereby authorized to accept a FY23 State 911 Emergency Medical Dispatch Grant in the amount of \$21,234.89 from the Massachusetts Executive Office of Public Safety & Security – State 911 Department to the Pittsfield Police Department.

From: 911DeptGrants (EPS) <911deptgrants@state.ma.us>
Sent: Thursday, October 13, 2022 4:44 PM
To: Wynn, Michael
Cc: Gregory - Bilotta, Margaret
Subject: FY23 EMD Grant Award
Attachments: FY23 EMD - PITTSFIELD.pdf

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

Good Afternoon,

Attached you will find a scanned copy of your award letter and contract for your **FY2023 Emergency Medical Dispatch Grant**.

Please be sure to make a copy of these for your grant file, as they will not be mailed.

Your effective contract start date is: October 13, 2022

- **There shall be no reimbursement for costs incurred prior to the Effective Date of the Contract.**
- **All goods and services SHALL be received on or before June 30, 2023 to be eligible for reimbursement.**
- **Reimbursement requests should be submitted to the Department within thirty (30) days of the date on which the cost is incurred.** Reimbursement requests must include expenditure and activity reports as well as supporting documentation, including but not limited to, copies of receipts, proof of payment and/or payroll records. All requests for reimbursement **shall be submitted by July 31, 2023.**

REIMBURSEMENT REQUEST FORMS CAN BE FOUND HERE:

<https://www.mass.gov/lists/state-911-department-grant-reimbursement>

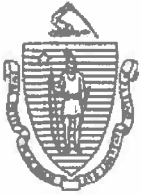
Thank you.

Cindy Reynolds
Grants Specialist

State 911 Department
151 Campanelli Drive, Suite A
Middleborough, MA 02346
DIRECT: 508-821-7299
FAX: 508-947-1452

E-Mail: 911DeptGrants@mass.gov

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The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT

151 Campanelli Drive, Suite A ~ Middleborough, MA 02346

Tel: 508-828-2911 ~ TTY: 508-947-1455

www.mass.gov/e911



CHARLES D. BAKER
Governor

TERRENCE M. REIDY
Secretary

KARYN E. POLITO
Lt. Governor

FRANK POZNIAK
Executive Director

October 13, 2022

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

Dear Chief Wynn:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2023 State 911 Department Emergency Medical Dispatch Grant Program**.

For your files, attached please find a copy of the executed contract for your grant. Please note your contract start date is **October 13, 2022** and will run through June 30, 2023. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2023.

Please note personnel costs related to EMD quality assurance for full-time employees must be for overtime hours and part-time/per-diem employees are eligible for straight time hours. Reimbursement requests for should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2023.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY2023 Emergency Medical Dispatch Grant File

FY 2023 Emergency Medical Dispatch Grant

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Pittsfield (and d/b/a): Pittsfield Police Department		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EP8	
Legal Address: (W-9, W-470) Allen Street Pittsfield MA 01201		Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
Contract Manager: Michael J. Wynn	Phone: 413-448-9717	Billing Address (if different):	
E-Mail: mwynn@cityofpittsfield.org	Fax: 413-395-0131	Contract Manager: Cindy Reynolds	Phone: 508-821-7299
Contractor Vendor Code: VC6000192128		E-Mail: 911DeptGrants@mass.gov	Fax: 508-047-1452
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EP8 EMDG	
		RFR/Procurement or Other ID Number: FY23 EMDG	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - §15 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or remark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u>			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under §15 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended. <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>21,234.89</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2023 Emergency Medical Dispatch Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to p any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the p <u>outside § 15 CMR 21.02</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE OF THE CONTRACTOR: X: <u>Michael J. Wynn</u> Date: <u>9/6/2022</u> (Signature and Date Must Be Handwritten At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Frank Pozniak</u> Date: <u>10/3/22</u> (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: Michael J. Wynn Print Title: Chief of Police		Print Name: Frank Pozniak Print Title: Executive Director	

FY 2023 Emergency Medical Dispatch Grant

Name of Eligible Entity / PSAP / RECC City of Pittsfield Police Department
Address 39 Allen Street
City/Town/Zip Pittsfield/ 01201
Telephone Number 413-448-9717
Fax Number 413-395-0131
Website www.pittsfieldpd.org

RECEIVED
SEP 12 2022
STATE 911 DEPARTMENT

Name & Title of Authorized Signatory Michael J. Wynn/ Chief of Police
Telephone Number 413-448-9717
Email Address mwynn@cityofpittsfield.org

Name & Title Grant Contract Manager Margaret A. Gregory-Bilotta
Telephone Number 413-449-5257
Email Address mgregory-bilotta@cityofpittsfield.org

Total Grant Program Funds Requested: \$21,234.89

Applicant meets the EMD requirements established by the State 911 Department by:

Providing EMD in-house utilizing certified emergency medical dispatchers and the following Emergency Medical Dispatch Protocol Reference System (EMDPRS):

APCO PowerPhone Priority Dispatch

OR

Utilizing the following Certified EMD Resource: _____

CEMDR's Emergency Medical Dispatch Protocol Reference System (EMDPRS):

APCO PowerPhone Priority Dispatch

Sign below to acknowledge having read and agreed to the grant conditions and reporting requirements listed in the grant guidelines.

Signed under the penalties of perjury this 6TH day of September, 2022



Original Signature of Authorized Signatory

**FY 2023 Emergency Medical Dispatch Grant
Budget Worksheet**

Funding Category	Amount Requested	Detailed Narrative
1. Certified EMD Resource	\$	Name of CEMDR: (Attached copy of signed contract with CEMDR)
2. Emergency Medical Dispatch Protocol Reference System	\$ 6,187.50	Annual Maintenance for Powerphone Software \$6,187.50 (See Attached Quote) EMD Guide/Cardsets, EMD Annual Maintenance, EMD Software (if eligible entity). (Attach quote(s) for this category)
3. Other Emergency Medical Dispatch and Quality Assurance of Emergency Medical Dispatch Services	\$ 15,047.39	<p>PFD Deputy Chief Ronald Clement or PFD Deputy Fire Chief Neil Myers conducting the EMD/QA review of 10% of EMD Calls. The reported EMD calls for FY22 CCFORM 10% of 6215 = 621calls @ 30 minutes per call = 186.30/ 2 = 93.15. OT= 77.15 x 93.15= \$7,186.52(N. Myers) and 76.66 x 93.15 = \$7,140.87 (R. Clement) Police Departments CPR Certified Training Instructor to conduct (3) 4-hour CPR Courses at (OT Rate of Pay) \$60.00/hr. = \$720.00 ✓</p> <p><i>6,215 EMD calls reported. (u)</i></p> <p>For QA, PSAPs must provide name of the individual(s), pay rate and number of QA review hours you are requesting</p> <p>Attach signed contract for Medical Director or Third party vendor conducting EMD case review for this category.</p> <p>For CPR Instructor, list name of instructor. # of 4-hour courses being taught and OT pay rate.</p>
Total Amount of Grant Funding Requested	\$ 21,234.89	



1321 Boston Post Rd
Madison, CT 06443
1 800 537 8937

Quote
Quote number: 19977
Date: 2022-10-12
Sales Person: Nancy Aery
Valid until: 2022-10-31

Bill To Ship To

Pittsfield Police Department Pittsfield Police Department
39 Allen St.
Pittsfield, MA, 01201

Quantity	Part Number	Quoted Line Item	List Price	Unit Price	Ext. Price	Discount
1.00	TRSMANT	Annual Software & System Maintenance for EMD	\$0.00	\$6,187.50	\$6,187.50	0.00%

Subtotal: \$6,187.50
Discount: \$0.00
Discounted Subtotal: \$6,187.50
Tax: \$0.00
Shipping: \$0.00
Total \$6,187.50

Grand Total
Currency: USD Subtotal: \$6,187.50
Discount: \$0.00
Discounted Subtotal: \$6,187.50
Tax Rate: 0.00% Tax: \$0.00
Shipping Provider: Shipping: \$0.00
Total \$6,187.50

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Contractor Legal Name: *City of Pittsfield Police Department*
Contractor Vendor/Customer Code: *VC6000192128*

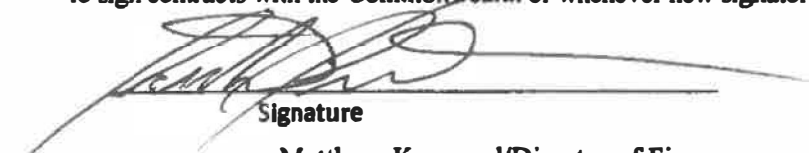
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Michael J. Wynn	Chief of Police
Matthew Hill	Lieutenant/ COPS Bureau
Matthew Kerwood	Director of Finance

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


Signature
Name & Title: Matthew Kerwood/Director of Finance

Date: 7/2/22
Telephone: 413-499-9466

Fax: 413-443-6502

Email: mkerwood@cityofpittsfield.org

[Listing cannot be accepted without all of this information completed]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name: City of Pittsfield Police Department
Contractor Vendor/Customer Code: VC 6000 192128

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Matthew Kerwood

Title: Director of Finance

X

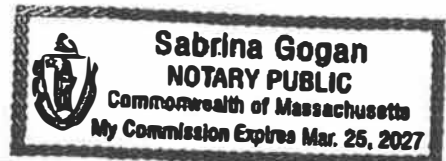
[Signature]
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this 6th day of September, 2022 before me, the undersigned notary public, personally appeared Matthew Kerwood (name of document signer), proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

[Signature]
Notary Public Signature

My MA Commission expires on: 3/25/2027



AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Corporate Clerk Signature

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name: City of Pittsfield Police Department
Contractor Vendor/Customer Code: VC 6000192128

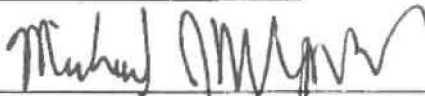
PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Michael J. Wynn

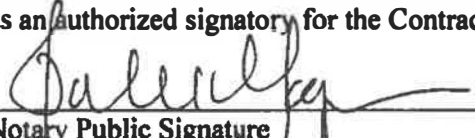
Title: Chief of Police

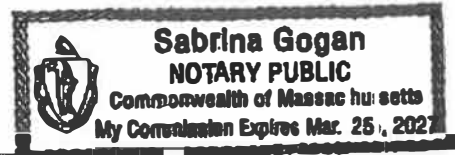
X 

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this 6th day of September, 2022 before me, the undersigned notary public, personally appeared Michael Wynn (name of document signer), proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.


Notary Public Signature
My MA Commission expires on: 3/25/2027



AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Corporate Clerk Signature

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name: City of Pittsfield Police Department
Contractor Vendor/Customer Code: VC6000192128

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Matthew Hill


Title: Lieutenant/ COPS Bureau

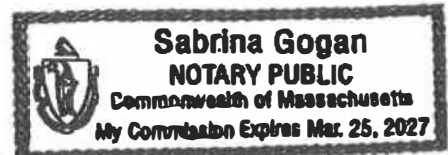
X 

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this 6th day of September, 2022 before me, the undersigned notary public, personally appeared Matthew Hill (name of document signer), proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.


Notary Public Signature
My MA Commission expires on: 3/25/2027



AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Corporate Clerk Signature

AFFIX CORPORATE SEAL

PETITION FOR SOLELY OWNED POLE AND WIRE LOCATIONS

By the City Council of Pittsfield, Massachusetts

NSTAR ELECTRIC COMPANY DBA EVERSOURCE requests permission to relocate and/or install poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures along and across the following public way:

Location – Valentine Road, Pittsfield.

Amendment to Petition 10148833 Overhead portion to a total of:

- Install eleven (11) fifty-foot poles
- Install 1,870 feet of three phase primary overhead spacer cable
- Remove nine (9) thirty-five-foot poles.

This also reflects amendment to the spacing of the poles.

Reason – Upgrade manhole/conduit system to improve quality and reliability along with rebuilding the existing overhead poles to Lakeway Drive.

Wherefore it prays that after due notice and hearing as provided by law, let it be granted a location for and permission to construct and maintain a pole, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said pole to be erected substantially in accordance with the plan filed herewith and made a part hereof marked **10148833AMEND**.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

EVERSOURCE

By Joanne Fox

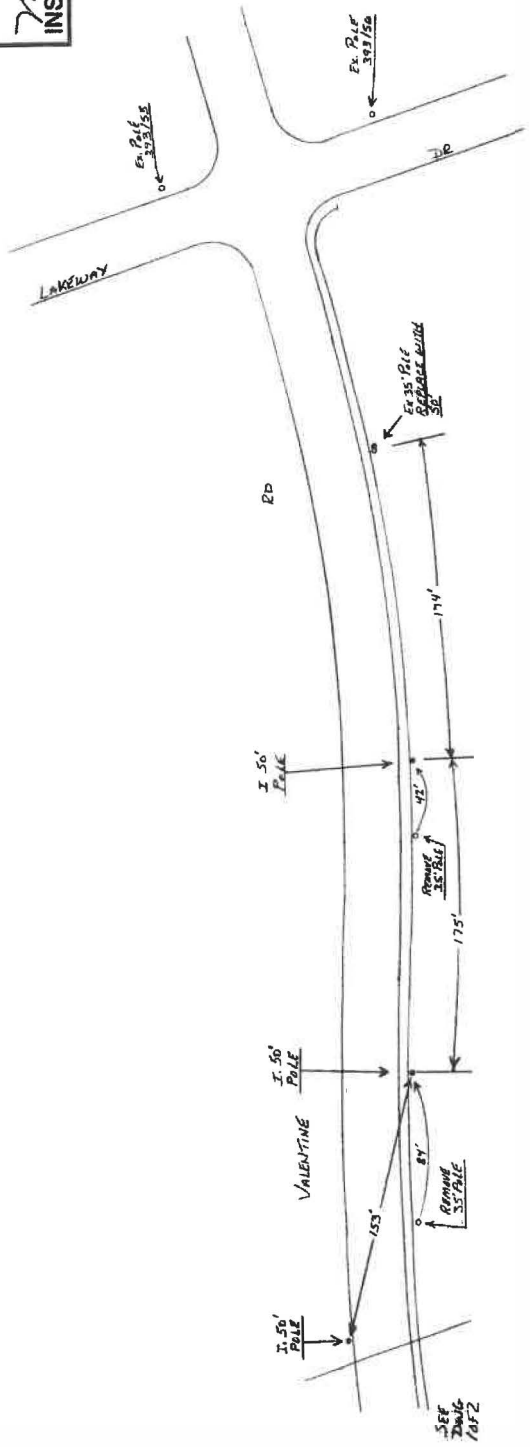
Joanne Fox

District Representative

Dated this 7th day of October, 2022

CITY COPY

APPROVED
CITY OF PITTSFIELD
OCT 17 2022
MRA
INSPECTOR OF WIRES



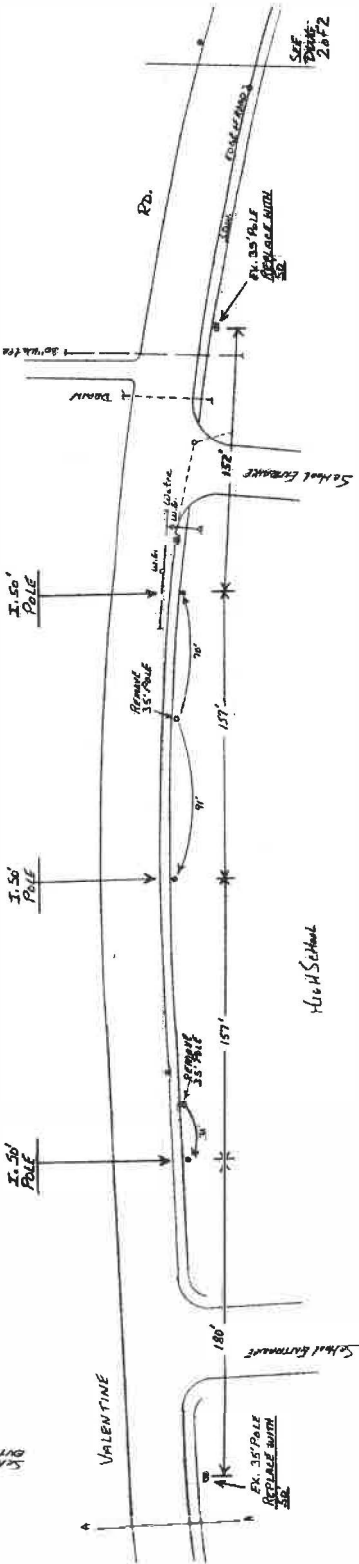
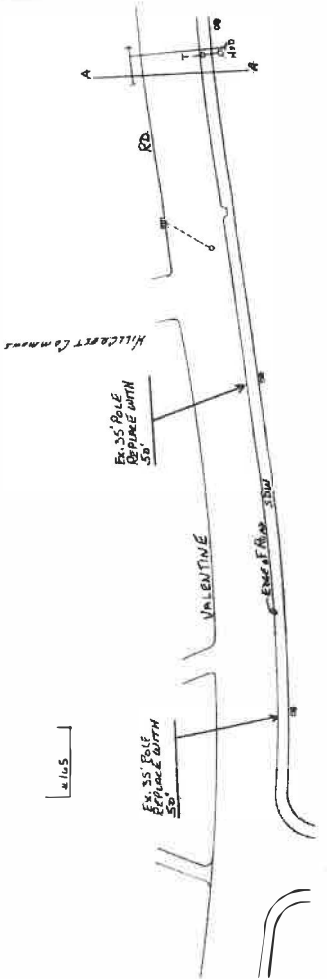
LEGEND

- PROPOSED JOINT POLE
- PROPOSED OVERSOURCE POLE
- EXISTING JOINT POLE
- EXISTING OVERSOURCE POLE
- EXISTING FOREIGN POLE TO BE MADE JOINT
- EXISTING FOREIGN POLE TO BE MADE JOINT
- MANHOLE
- PAD MOUNT TRANSFORMER
- US CONDUIT
- US PRIMARY CABLE
- US SECONDARY CABLE

Scale: 1" = 40'

2 of 2

APPROVED
 CITY OF PITTSFIELD
 OCT 17 2022
 MRE
 INSPECTOR OF WIRES



PURPOSE AND DESCRIPTION:

Amendment to Petition 103-08833 Overhead portline:
 Replace the existing 3085 Direct Buried Circuit and all Direct Buried Distribution on
 Valentine Rd. with a new Manhole and Conduit System up to new placement and
 Rebuild the existing overhead poles to Lakeway Dr.
 The existing Direct Buried cable is vintage 1978. Over the past 7 years, the cable has
 frayed 8 times, interrupting service to 2334 customers each time.
 installing total of:
 11-50ft. wood poles
 1870ft. - 3 phase primary overhead spacer cable
 Removing total of:
 9-35ft. wood poles

LEGEND

	PROPOSED JOINT POLE		MANHOLE
	PROPOSED OVERHEAD POLE		PAD MOUNT TRANSFORMER
	EXISTING JOINT POLE		UG CONDUIT
	EXISTING OVERHEAD POLE		UG PRIMARY CABLE
	EXISTING OVERHEAD POLE TO BE MADE JOINT		UG SECONDARY CABLE
	EXISTING OVERHEAD POLE TO BE MADE JOINT		

Scale: 1" = 50'
 Date: 10/17/2022
 Project: 103-08833

1 of 2

PVI Site Design

18 Glendale Road, Norwood, MA - 339.206.1030
Master Planning - Civil Engineering - Land Entitlements

City Council
70 Allen Street
Pittsfield, MA, 01201

PVI PROJ. # 21-026

August 16, 2022

RE: 1030 South Street – Pittsfield, MA

Dear Council Members,

On behalf of the applicant, Jamsan Hotel Management, we are please to submit the enclosed Special Permit and Site Plan Approval applications with supporting documents for a proposed coffee shop with drive-thru at 1030 South Street, Pittsfield. Enclosed with this letter is the following:

- Site Plan Approval Application Form
- Site Plan Review Application Fee of \$200
- Special Permit Application Form
- Special Permit Application Fee of \$200
- Site Plans (7 Sheets)
- Stormwater Design Narrative
- Traffic Analysis

The project requires a Special Permit based on Zoning Code section 4.201 and complies with the requirements of Section 7.839.

Project Overview:

The proposed project is a proposed redevelopment of a former gas station use at the referenced address. The project area includes two parcels. The first, is the primary lot utilized by the gas station. A second “pork-chop” lot that exists between the primary lot and the Hilton Garden Inn property to the west will also be utilized for the development.

The project had a departmental review in November 2021. Comments from this meeting were incorporated into the final design.

The proposed project has been designed to improve traffic patterns in the area, provides stormwater management controls, and improves the general aesthetics of the neighborhood by redeveloping an existing outdated property.

We look forward to presenting the project at the next available public hearing. If you have any questions, or require additional information, please feel free to contact our office.

Thank you.

PVI Site Design, LLC



Timothy J. Power, PE
Principal

tpower@PVIsitedesign.com

339-206-1030

Copy: Ashok Patel (Jamsan Hotel Management)

Enclosures: As Noted

PVI Site Design, LLC
339.206.1030
18 Glendale Road
Norwood, MA 02062

Santander Bank
60-7269/2313

0318

Aug. 16, 2022

PAY TO THE
ORDER OF

CITY OF PITTSFIELD

\$ 200.00

TWO HUNDRED & 00/100

DOLLARS

MEMO

1030 SOUTH ST.
SITE PLAN REVIEW


AUTHORIZED SIGNATURE

⑈000318⑈ ⑆231372691⑆ 3574025130⑈

PVI Site Design, LLC
339.206.1030
18 Glendale Road
Norwood, MA 02062

Santander Bank
60-7269/2313

0319

Aug. 16, 2022

PAY TO THE
ORDER OF

CITY OF PITTSFIELD

\$ 200.00

TWO HUNDRED & 00/100

DOLLARS

MEMO

1030 SOUTH ST.
SPECIAL PERMIT


AUTHORIZED SIGNATURE

⑈000319⑈ ⑆231372691⑆ 3574025130⑈



CITY COUNCIL - SPECIAL PERMIT APPLICATION

***Must include Site Plan Review data required for Community Development Board (CDB) approval**

NOTICE: Applications are not considered valid until all fees & completed forms are submitted to the appropriate City offices.

- Twenty two (22) copies of this application are required, including plans and any information called for by the zoning ordinance.
- Applicant shall submit the required fee & application packages to the City Clerk who will time - date stamp two (2) sets.
- Applicant shall then submit one (1) stamped application package & eleven (11) sets to the City Clerk; the remaining ten (10) sets including a stamped copy shall be submitted to the CDB.
- A filing fee of \$200 is due to the City of Pittsfield upon submittal of this application to the City Clerk (\$1,000 for shopping centers, plazas or malls). You will be billed separately for all Legal Notices that are placed in a local newspaper of general circulation. Applications regarding Commercial, Industrial, or Residential projects not including one-family, two-family, or three-family dwellings are responsible for the cost of notices to abutters within 500 feet of the subject property via USPS Certified Mail.
- You will be notified by mail of the date & time for your hearings. You or your representative should attend the hearings & be prepared to offer additional information in support of your application.

Office Use Only			
Filing Date:		Hearing Date:	
Decision & Decision Date:		Permit Number:	
Applicant			
Name(s):	Jamsan Hotel Management, Ashok Patel		
Address:	83 Hartwell Avenue, Lexington, MA 02421		
Phone/Email:	(781) 863-8500	apatel@jamsan.us	
Property Owner (if other than applicant)			
Name(s) & Address:	S&H Hotel Lenox LLC, Jenical Hospitality LLC, JSM Hotels Lenox LLC		
Phone/Email:	(781) 863-8500	apatel@jamsan.us	
Attorney/Architect/Engineer			
Name(s) & Address:	PVI Site Design, LLC, Timothy Power		
Phone/Email:	(339) 206-1030	tpower@pvisitedesign.com	
Project Information			
Section(s) of ordinance upon which application is based: Section(s) <u>7.839</u>			
Description of Project or Changes Proposed: <small>(attaching additional description is encouraged)</small>	Remove existing (former) service station building and pavement and replace with proposed coffee shop with associated outdoor seating, trash enclosure, and parking. The proposal maintains the existing curb cut for both entry and exit, providing two-way traffic through the parking area, drive-through lane and waiting lane serving 21 cars, with bypass lane after order point. Existing cross-access to the adjacent commercial parcel (Jiffy Lube, Car Wash, et al.) will be closed off with curbed landscaped and paved medians. An accessible route will be provided to South Street		
Property Information			
Address:	1030 South Street and 0 South Street		
Assessors Parcel ID No.:	H010001003 and H010001006		

Attorn

Deed Book & Pg:	Book/Page 6503/330 and 6249/116			
Zoning District(s):	B-G			
Current Land Use §4.202:	Service Station			
Proposed Land Use:	Retail Sales and Services, Drive-In, Drive-Up or Drive-Through			
Current Intensity Regulations (§4.203):	Min. Lot Area	___ N/A ___ sq. ft.	Min. Lot Width ___ N/A ___ ft	
	Min. Front/Side/Rear yards	___ N/A ___ / ___ N/A ___ / ___ N/A ___ ft		
	Max. Bldg. Coverage	___ N/A ___ %	Max Bldg. Ht ___ 50 ___ ft	
Proposed Intensity Regulations (§4.203):	Min. Lot Area	___ 52,347 ___ sq. ft.	Min. Lot Width ___ 1,130 ___ ft	
	Min. Front/Side/Rear yards	___ 43 ___ / ___ 31 ___ / ___ 172 ___ ft		
	Max. Bldg. Coverage	___ 6 ___ %	Max Bldg. Ht ___ 22 ___ ft	
No. of Existing Bldgs:	1	No. of Proposed Bldgs:	1	
Total Floor Area Each Existing Bldg.:	618	Total Floor Area Each Proposed Building:	2,700	
Parking Spaces Required :	2/3 Employees (7 max): 4.6 1/3 seats (70 max): 23.3	27.9 total	No. of Proposed Spaces:	28
No. of Dwelling Units Proposed :	N/A			
Past Special Permits:	___ Yes ___ <u>X</u> No If Yes, Dates: _____			
Past Variances:	___ Yes ___ <u>X</u> No If Yes, Dates: _____			
Plan must include:				
<input checked="" type="checkbox"/> Key map not less than 1": 800'				
<input checked="" type="checkbox"/> Map indicating uses of all properties within 200'				
<input checked="" type="checkbox"/> Topo map with 2' contours				
<input checked="" type="checkbox"/> Site plan showing all existing and proposed elements to a scale of not less than 1":100'. Must include a blank space for endorsement by Community Development Board				
<input checked="" type="checkbox"/> Computation of total lot area, building FAR for each uses and lot coverage				
<input checked="" type="checkbox"/> Proposed accessory use or uses of buildings, structure or land Note: Refer to Section 7.3 for more specific requirements				



Signature(s) of Applicant(s)

Signature(s) of Property Owner(s)

CITY HALL OFFICE USE ONLY

Received by the City Clerk on _____ Fee paid \$ _____
City Clerk

Received by the CD Board on _____
Executive Secretary



CITY OF PITTSFIELD – COMMUNITY DEVELOPMENT BOARD

SITE PLAN APPROVAL APPLICATION

NOTICE: *Applications are not considered valid until all fees & completed forms are submitted to the appropriate City offices.*

- This application must either be typewritten or written in a clear, legible hand.
- Eleven (11) copies of this application are required, including plans and any information called for by the zoning ordinance.
- Applicant shall submit the application packages to the City Clerk to be time - date stamped.
- A filing fee of \$200 is due to the City of Pittsfield upon submittal of this application to the City Clerk.
- You will be notified by mail of the date & time for your hearing. You or your representative should attend & be prepared to offer additional information in support of your application.

Office Use Only			
Filing Date:		Hearing Date:	
Decision & Decision Date:		Permit Number:	
Applicant			
Name(s):	Jamsan Hotel Management, Ashok Patel		
Address:	83 Hartwell Avenue, Lexington, MA 02421		
Telephone(s) & Email:	(781) 863-8500	apatel@jamsan.us	
Owner (if other than applicant)			
Name & Address:	S&H Hotel Lenox LLC, Jenical Hospitality LLC, JSM Hotels Lenox LLC		
Phone & Email:	(781) 863-8500	apatel@jamsan.us	
Attorney/Architect/Engineer (circle one)			
Name & Address:	PVI Site Design, LLC, Timothy Power		
Phone & Email:	(339) 206-1030	tpower@pvisitedesign.com	
Project Information			
Section of ordinance upon which application is based: <u>Section 7.839</u>			
Description of Project or Changes Proposed: <small>(attaching additional information is encouraged)</small>	<p>Remove existing (former) service station building and pavement and replace with proposed coffee shop with associated outdoor seating, trash enclosure, and parking. The proposal maintains the existing curb cut for both entry and exit, providing two-way traffic through the parking area, drive-through lane and waiting lane serving 21 cars, with bypass lane after order point. Existing cross-access to the adjacent commercial parcel (Jiffy Lube, Car Wash, et al.) will be closed off with curbed landscaped and paved medians. An accessible route will be provided to South Street.</p>		
Property Information			
Address:	1030 South Street and 0 South Street		
Assessors Parcel ID No.:	H010001003 and H010001006		
Deed Book & Pg:	Book/Page 6503/330 and 6249/116	Zoning District(s):B-G	

Lot Size:	<u>27,217 + 21,130 = 52,347</u> Sq. Ft.		<u>0.625+0.485 = 1.11</u> Acres	
Current Land Use (§4.202):	Service Station			
Proposed Land Use:	Retail Sales and Services, Drive-In, Drive-Up or Drive-Through			
Current Intensity Regulations (§4.203):	Min. Lot Area <u> N/A </u> sq. ft.		Min. Lot Width <u> N/A </u> ft	
	Min. Front/Side/Rear yards <u> N/A </u> / <u> N/A </u> / <u> N/A </u> ft			
	Max. Bldg. Coverage <u> N/A </u> %		Max Bldg. Ht <u> 50 </u> ft	
Proposed Intensity (§4.203):	Min. Lot Area <u> 52,347 </u> sq. ft.		Min. Lot Width <u> 1,130 </u> ft	
	Min. Front/Side/Rear yards <u> 43 </u> / <u> 31 </u> / <u> 172 </u> ft			
	Max. Bldg. Coverage <u> 6 </u> %		Max Bldg. Ht <u> 22 </u> ft	
No. of Existing Bldgs:	1		No. of Proposed Bldgs:	1
Total Floor Area Each Existing Bldg.:	618		Total Floor Area Each Proposed Building:	2,700
Parking Spaces Required :	2/3 Employees (7 max): 4.6 1/3 seats (70 max): 23.3 27.9 total		No. of Proposed Spaces:	28
Dwelling Units Proposed :	N/A			
Past Special Permits / Site Plan Approvals:	<u> </u> Yes <u> X </u> No If Yes, Dates: <u> </u>			
Past Variances:	<u> </u> Yes <u> X </u> No If Yes, Dates: <u> </u>			

Plan must include:

- Key map not less than 1": 800'
- Map indicating uses of all properties within 200'
- Topo map with 2' contours
- Site plan showing all existing and proposed elements to a scale of not less than 1":100'. Must include a blank space for endorsement by Community Development Board
- Computation of total lot area, building FAR for each uses and lot coverage
- Proposed accessory use or uses of buildings, structure or land

Note: Refer to Section 7.3 for more specific requirements

Signature of Applicant(s)

Signature of Property Owner(s)

CITY HALL OFFICE USE ONLY

Received by the City Clerk on

City Clerk

Received by the CD Board on

Fee paid \$

Executive Secretary

PVI Site Design
18 Glendale Road, Norwood, MA - 339.206.1030
Master Planning - Civil Engineering - Land Entitlements

TECHNICAL MEMORANDUM

TO: City of Pittsfield
City Council
70 Allen Street
Pittsfield, MA, 01201

DATE: August 15, 2022
PVI PROJ. # 21-026

RE: **1030 South Street – Traffic Analysis**

BACKGROUND

The applicant, Jamsan Hotel Management, is proposing to construct a new coffee shop with drive-through facility located at 1030 South Street (Routes 7 & 20), Pittsfield, MA. The site formerly had a service station and associated parking areas. As of the date of this memo, the gas station structure has been demolished.

This memo has been prepared to satisfy the requirement of Section 7.839 Eating Est. Drive Through Requirements of the Pittsfield Zoning Code as a requirement of the Special Permit Application.

The analysis demonstrates that given the high traffic located on Routes 7/20, the new use has a negligible impact on average trips per day and therefore no additional traffic mitigation is necessary.

TRIP GENERATION SUMMARY

The site was most recently used as gas station with eight pump locations. The new use will be a coffee shop of approximately 2,285 SF. The MassDOT Transportation Data Management System (TDMS) has recent traffic count data on Rts 7 and 20 in the vicinity of the project. The average trips per day in 2021 was 22,470. Recent data in 2022 shows that average trips per day can vary between 20,000 to 30,000 trips per day. A copy of this data is enclosed with this memo.

Below is a comparison of these two uses for trip generation. ITE Trip Generation pages for each use are enclosed with this memo.

Timeframe	Existing: Gas Station	Proposed: Coffee Shop	Net Change
Weekday Average	1,376	1,870	+494
Weekday AM Peak	84	223	+139
Weekday PM Peak	115	88	-27
Saturday	102	190	+88

Table 1: Trip Generation Summary – Based on ITE 10th Edition

As demonstrated by the table above, the proposed use is similar in intensity as it relates to traffic from the previous gas station use. The change in use results in an increase in

trips of 0.2% over average use which falls within the expected variability of the area. Therefore, this change is a negligible impact to the traffic in the area.

ZONING DESIGN REQUIREMENTS

Section 7.839 D provides requirements for the drive-through design. The following is a discussion of how the site layout meets these requirements.

1. *The design and layout for waiting spaces shall provide for the movement of traffic about the site and shall not cause any obstruction of the required parking area, entrances, or exists.*

The drive-through queue is located to the back of the property beyond the proposed parking area and provides a separate lane for additional car queue movements and by-pass traffic.

2. *The minimum number of waiting spaces for each service area shall be six. This number includes the space at the immediate service area. The "immediate service area" shall be defined as the area where the order is placed or where initial contact is first made. A waiting space shall be nine feet in width and twenty feet in length.*

The design provides for up to 14 cars in the queue lane from the service point to the last space before cars potentially impact the parking lot. An additional 7 cars can queue in the by-pass lane if needed to prevent obstructions in the parking lot.

3. *Canopies must be setback a minimum of ten (10) feet from all street right-of-way lines, twenty (20) feet from all properties residentially zoned and in a residential use, and ten (10) feet from all other property lines.*

All canopies are setback more than 10-ft from the property lines.

4. *Landscaping must be provided to minimize the visual impacts of the drive-in, drive-up or drive-through areas, including entrances, exits and waiting areas, and to enhance the streetscape and structure.*

A landscape plan prepared by a Registered Landscape Architect has been provided in the design plans and provides all required screening.

5. (a). *The applicant shall furnish a traffic study/report detailing the impacts of traffic on the adjoining street, and the volume of traffic generated by the facility. The report will contain information on the mitigation of the impacts on the adjoining streets and intersections in the area.*
(b). *This report will be reviewed by the City Engineer who will submit his comments and recommendations to the Special Permit Granting Authority.*

This memo serves to satisfy this requirement.

6. *The site shall be designed to contain areas that will accommodate snow storage in a manner so as not to decrease the required off-street parking or impact on the waiting space areas.*

Refer to the Landscape Plan for proposed snow storage areas. In general, snow will be removed from all paved surfaces with incidental storage in landscaped areas adjacent to curbing. In larger storms, snow can be stored on the landscaped area inside of the drive-through lanes as illustrated on the drawings.

TURNING MOVEMENTS – LINE OF SIGHT

The existing property has two curb-cuts on South Street, one of which is combined with the adjacent Jiffy Lube use.

The proposed design will close the connection to the Jiffy Lube site and close the curb-cut that is shared with the adjacent property. This design simplifies turning movements for drivers.

Line of Sight:

Based on the MassDOT TDMS, the 85th percentile speed on South Street is between 56 and 57 miles per hour (mph). Using a conservative 60 mph as the design basis, the recommended Stopping Sight Distance (SSD) is 570 Feet. Below is a table of the SSD provided at the new driveway entrance:

Direction	Design Speed	SSD Required (ft)	SSD Provided (ft)
Southbound	60 mph	570	810 +/-
Northbound	60 mph	570	930 +/-

Table 2: Stopping Sight Distance at Driveway

SUMMARY

The proposed use generates a similar number of daily trips as the existing use and therefore a negligible impact on traffic in the area. The car queue at the drive-through use provides ample space to prevent obstruction within the site’s parking area and into the public right-of-way. The new driveway entrance will simplify turning movements, and provides adequate line of sight to drivers.

PVI Site Design, LLC

Timothy J. Power, PE



Copy: Ashok Patel (JHM)

Coffee/Donut Shop with Drive-Through Window (937)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

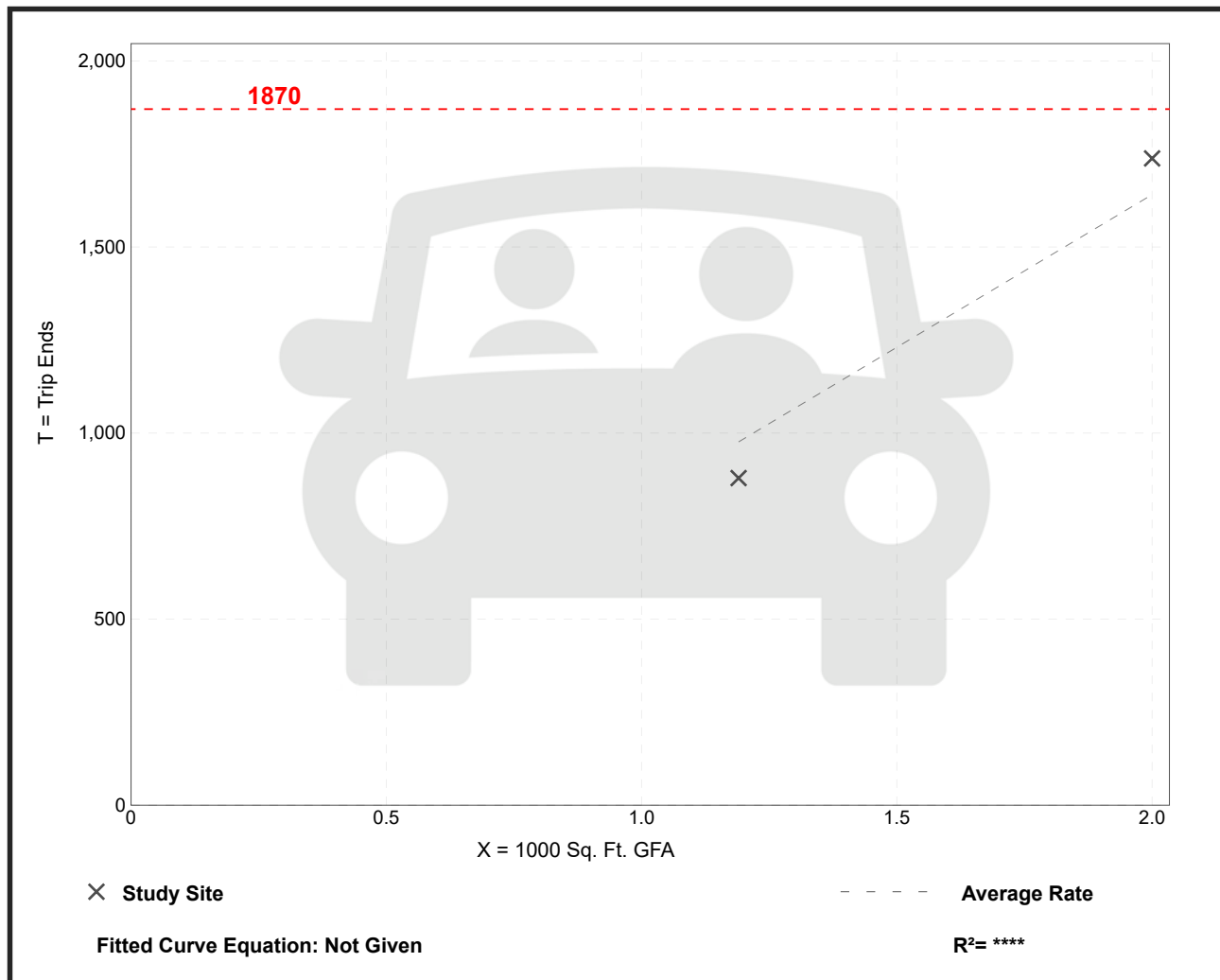
Setting/Location: General Urban/Suburban
Number of Studies: 2
Avg. 1000 Sq. Ft. GFA: 2
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
820.38	738.66 - 869.00	*

Data Plot and Equation

Caution – Small Sample Size



Gasoline/Service Station (944)

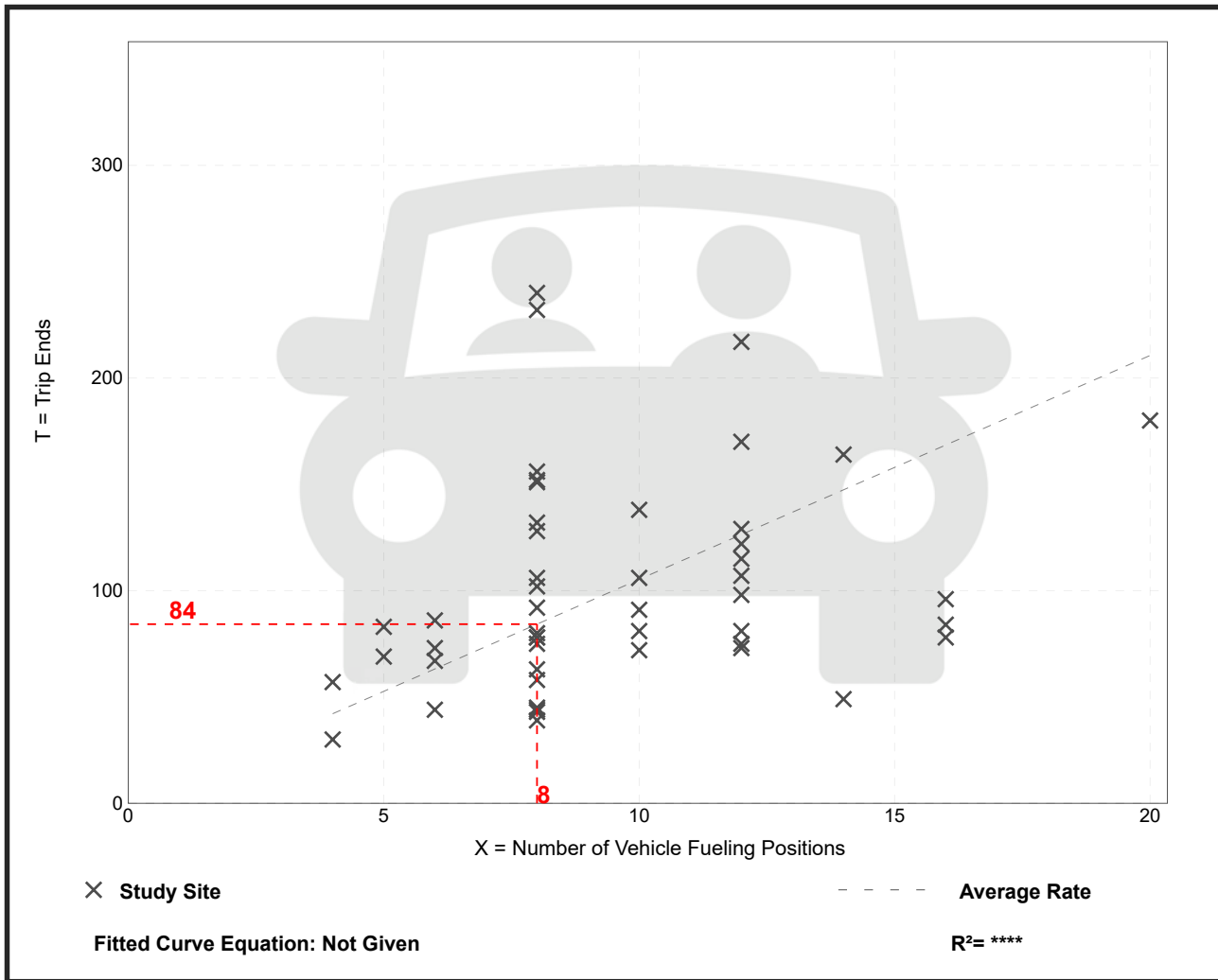
Vehicle Trip Ends vs: Vehicle Fueling Positions
On a: Weekday,
AM Peak Hour of Generator

Setting/Location: General Urban/Suburban
 Number of Studies: 49
 Avg. Num. of Vehicle Fueling Positions: 10
 Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Vehicle Fueling Position

Average Rate	Range of Rates	Standard Deviation
10.53	3.50 - 30.00	5.45

Data Plot and Equation



Gasoline/Service Station (944)

Vehicle Trip Ends vs: Vehicle Fueling Positions
On a: Saturday, Peak Hour of Generator

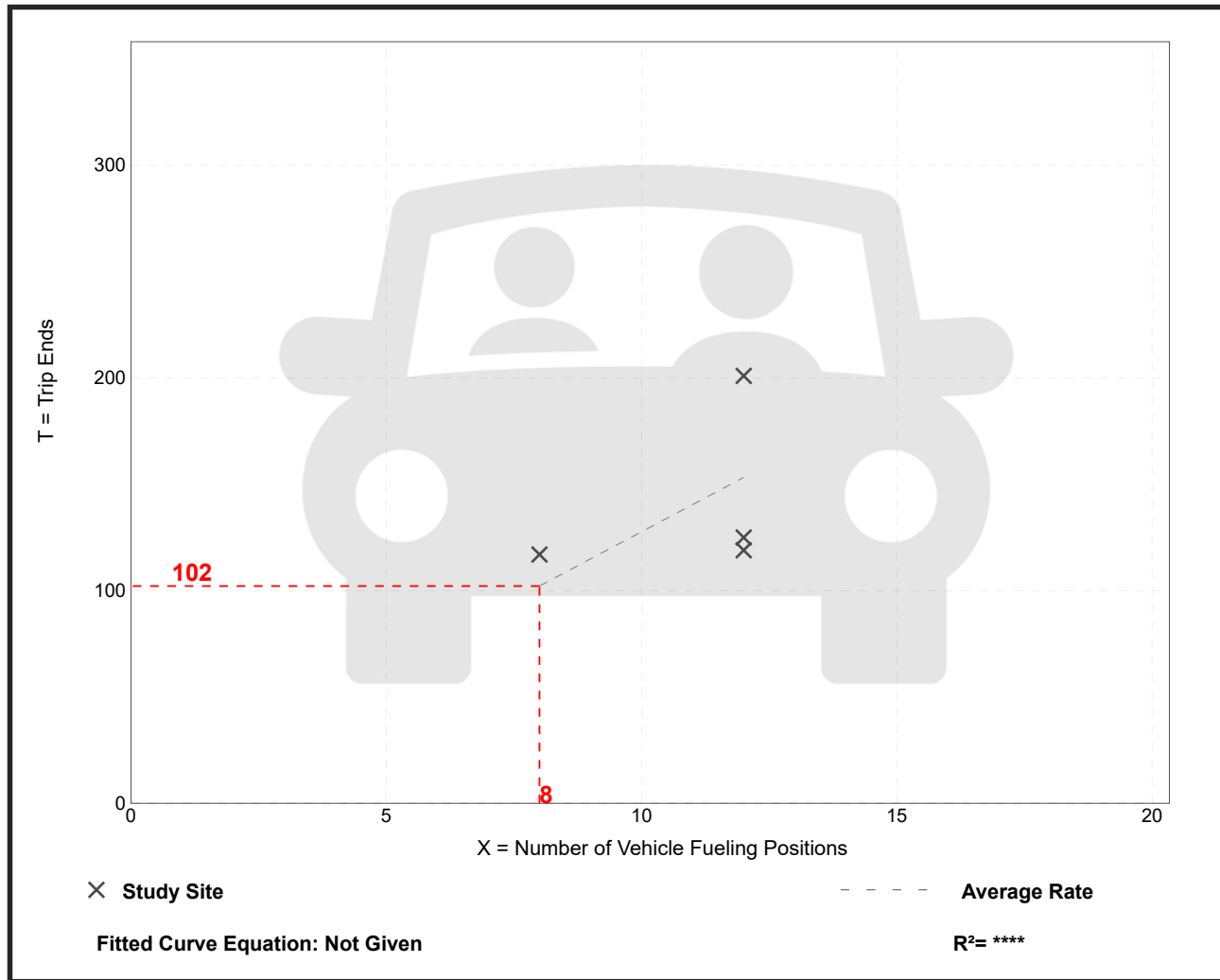
Setting/Location: General Urban/Suburban
 Number of Studies: 4
 Avg. Num. of Vehicle Fueling Positions: 11
 Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Vehicle Fueling Position

Average Rate	Range of Rates	Standard Deviation
12.77	9.92 - 16.75	3.40

Data Plot and Equation

Caution – Small Sample Size



Coffee/Donut Shop with Drive-Through Window (937)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

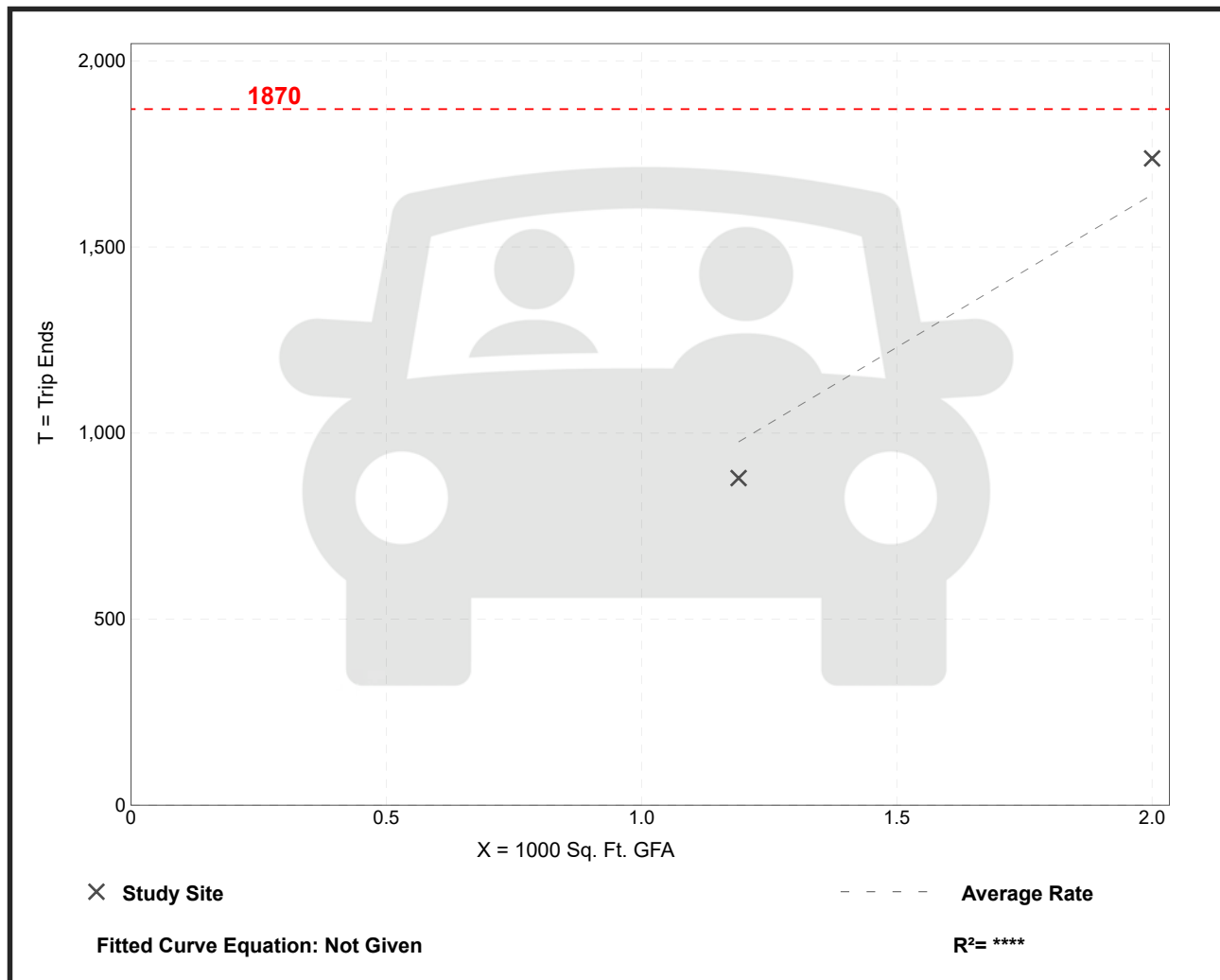
Setting/Location: General Urban/Suburban
Number of Studies: 2
Avg. 1000 Sq. Ft. GFA: 2
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
820.38	738.66 - 869.00	*

Data Plot and Equation

Caution – Small Sample Size



Coffee/Donut Shop with Drive-Through Window (937)

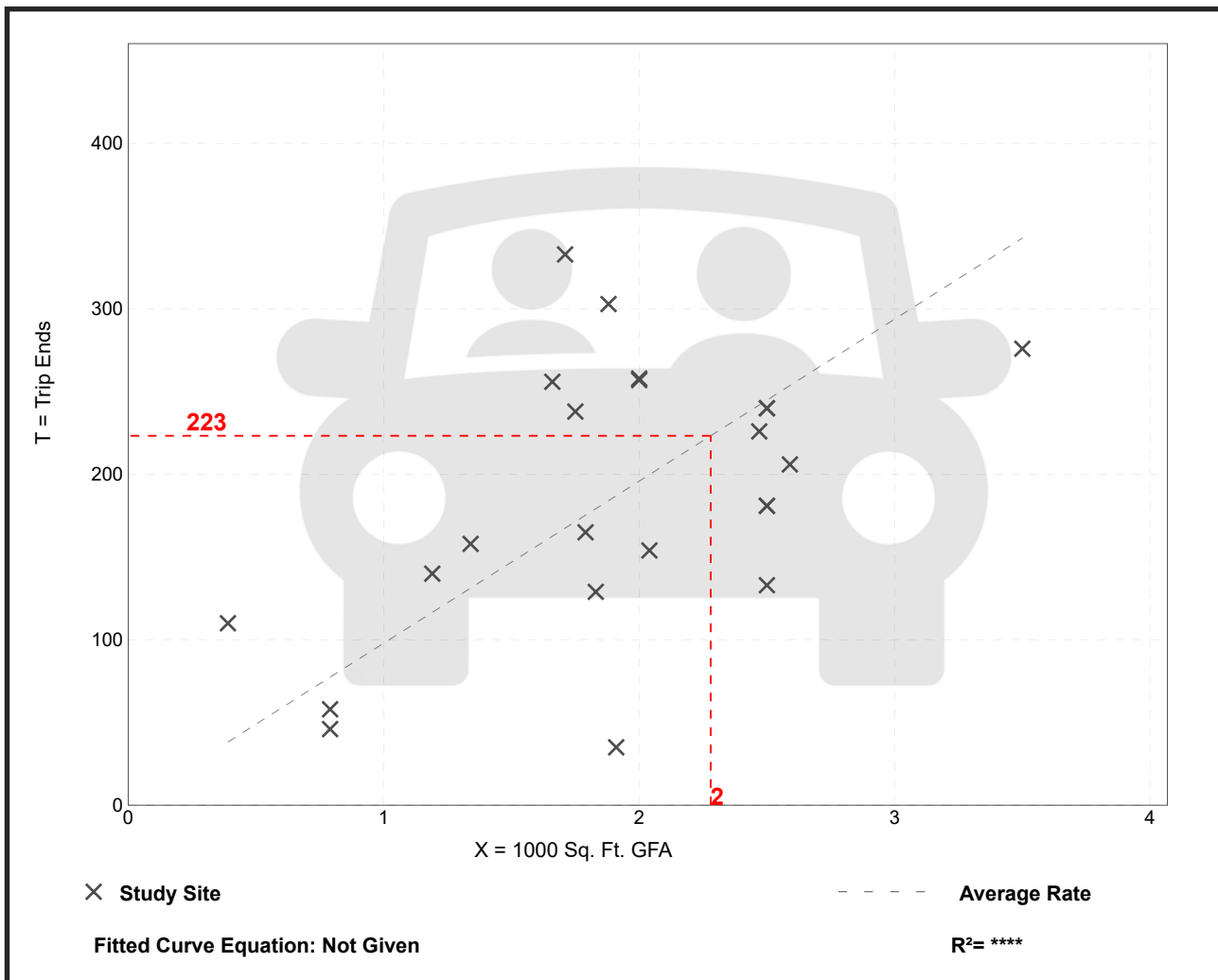
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 AM Peak Hour of Generator

Setting/Location: General Urban/Suburban
 Number of Studies: 23
 Avg. 1000 Sq. Ft. GFA: 2
 Directional Distribution: 49% entering, 51% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
97.96	18.32 - 282.05	42.48

Data Plot and Equation



Coffee/Donut Shop with Drive-Through Window (937)

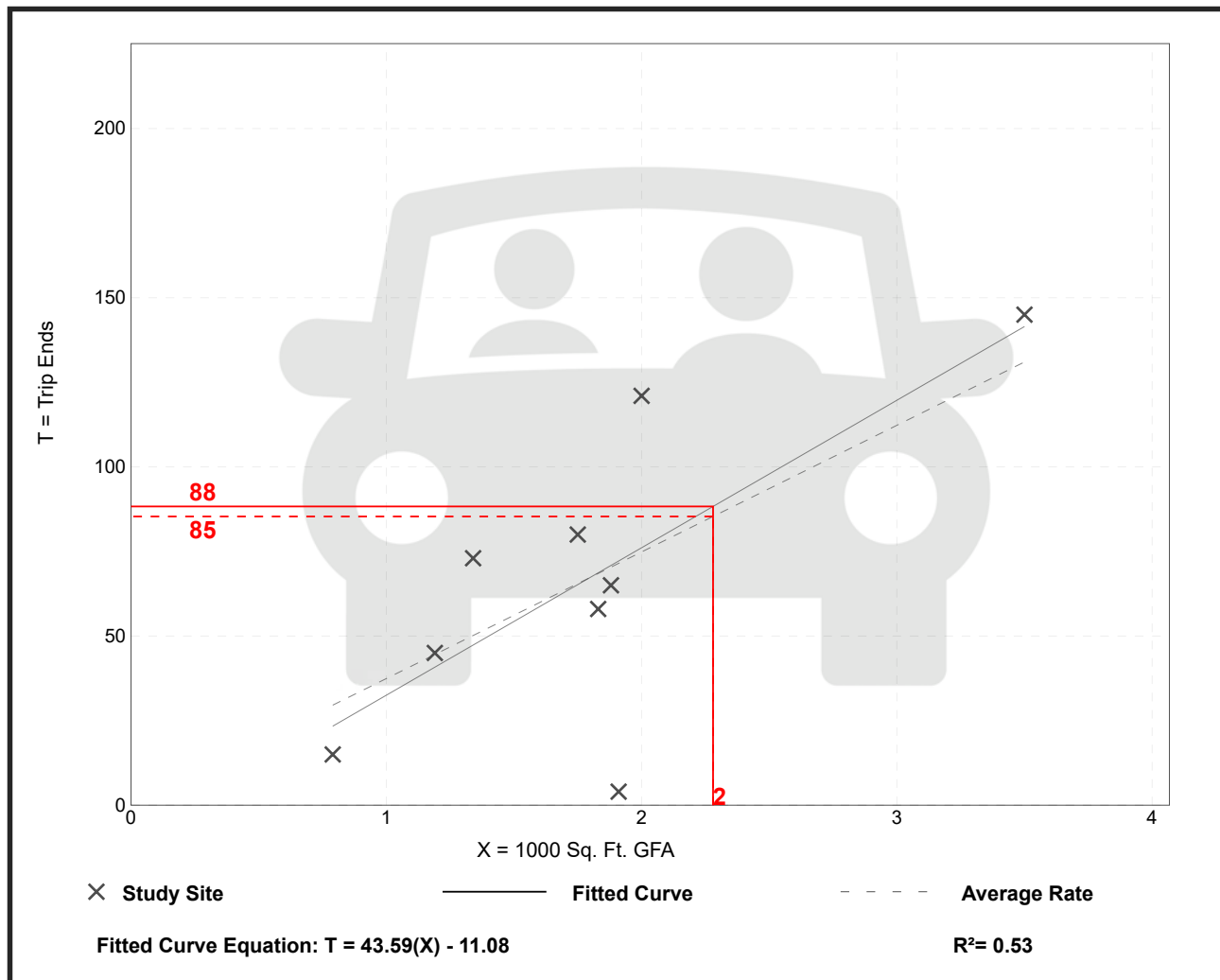
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
PM Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 9
Avg. 1000 Sq. Ft. GFA: 2
Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
37.43	2.09 - 60.50	17.40

Data Plot and Equation



Coffee/Donut Shop with Drive-Through Window (937)

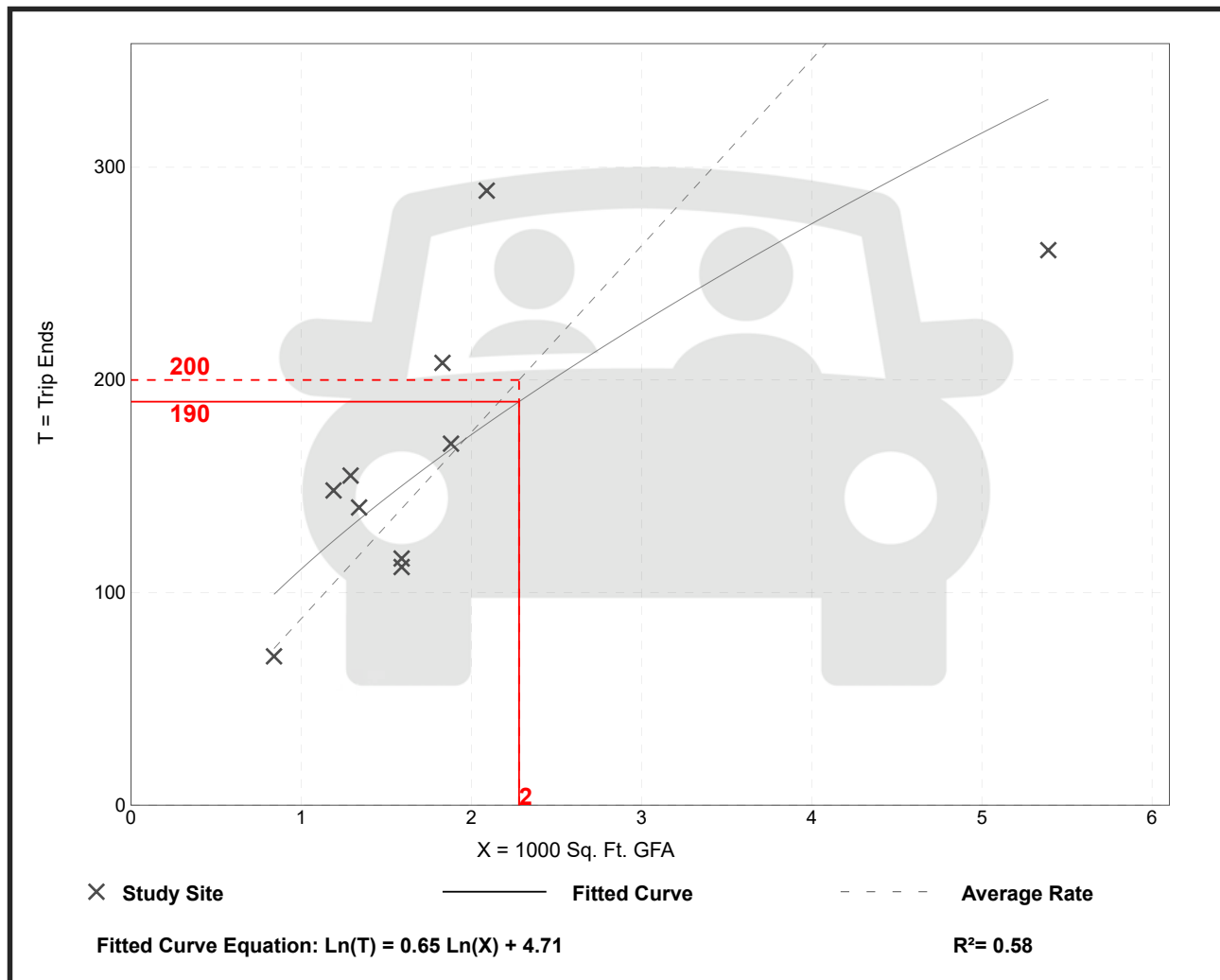
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 10
Avg. 1000 Sq. Ft. GFA: 2
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
87.70	48.42 - 138.28	33.38

Data Plot and Equation



Disclaimer: MassDOT has a wide range of traffic volume data. What is displayed here is data that has been captured within the past 10 years. [... more](#)

List View

All DIRs

Report Center

Record 1 of 1 Goto Record

Location ID	40	MPO ID	
Type	SPOT	HPMS ID	
On NHS	No	On HPMS	No
LRS ID		LRS Loc Pt.	
SF Group	R3	Route Type	
AF Group	R3	Route	
GF Group	R3	Active	Yes
Class Dist Grp	R3	Category	HPMS
Seas Clss Grp	MHD Statewide		
WIM Group			
QC Group	Perm		
Funct'l Class	(3) Other Principal Arterial	Milepost	
Located On	Rtes. 7 & 20		
Loc On Alias	LENOX PITTSFIELD STATE ROAD		
NORTH OF	RTE.7A JUNCTION		
More Detail			
STATION DATA			

Directions:

AADT

Year	AADT	DHV-30	K %	D %	PA	BC	Src
2021	22,470	2,400	11	53	20,831 (93%)	1,639 (7%)	
2020	19,827	2,217	11	55	18,359 (93%)	1,468 (7%)	
2019	25,276	2,568	10	52	24,458 (97%)	818 (3%)	
2018	35,198 ³				32,346 (92%)	2,852 (8%)	Grown from 2016
2017	34,668 ³				32,623 (94%)	2,045 (6%)	Grown from 2016

1-5 of 21

Travel Demand Model									
Model	Model	AM PHV	AM PPV	MD PHV	MD PPV	PM PHV	PM PPV	NT PHV	NT PPV

Year	AADT						
VOLUME COUNT							
	Date	Int	Total				
	Sat 8/13/2022	15	25,793				
	Fri 8/12/2022	15	30,925				
	Thu 8/11/2022	15	28,661				
	Wed 8/10/2022	15	29,057				
	Tue 8/9/2022	15	30,090				
	Mon 8/8/2022	15	27,150				
	Sun 8/7/2022	15	20,930				
	Sat 8/6/2022	15	24,443				
	Fri 8/5/2022	15	29,674				
	Thu 8/4/2022	15	28,148				
<input type="button" value=" <<"/> <input type="button" value="<"/> <input type="button" value=">"/> <input type="button" value=">> "/>		1-10 of 4701					
VOLUME TREND							
Year	Annual Growth						
2021	13%						
2020	-22%						
2019	-28%						
2018	2%						
2017	1%						
2016	0%						
2015	45%						
2014	-2%						
2013	1%						
2012	-9%						



STORMWATER DESIGN NARRATIVE

PREPARED AUGUST 14, 2022

APPLICANT:

JAMSAN HOTEL MANAGEMENT

83 HARTWELL AVE, LEXINGTON, MA

PROJECT:

PROPOSED COFFEE SHOP

1030 SOUTH STREET, PITTSFIELD, MA

PREPARED BY:

PVI SITE DESIGN, LLC

18 GLENDALE ROAD, NORWOOD, MA 02062

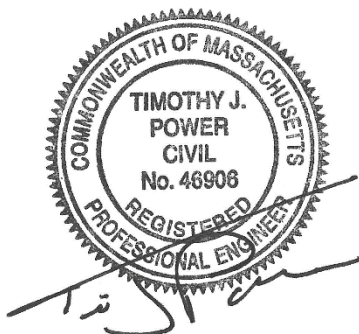


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- 1.3 Watershed Descriptions
- 1.4 Methodology

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- 2.2 Standard 2 - Peak Rate Attenuation
- 2.3 Standard 3 - Annual Recharge To Groundwater
- 2.4 Standard 4 - Water Quality
- 2.5 Standard 5 - Land Uses With Higher Potential Pollutant Loads (Luhppl)
- 2.6 Standard 6 - Critical Areas
- 2.7 Standard 7 - Redevelopment
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- *Proposed Conditions*
- *Infiltration System Stage-Storage Table*
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Appendix D - TSS Removal Calculations

SECTION 1 – PROJECT OVERVIEW

1.1 INTRODUCTION

The applicant, Jamsan Hotel Management, is proposing to construct a new coffee shop with drive thru and associated site improvements. The project will occur on two adjacent parcels. The first parcel is partially developed and was formerly a gas station use. The second parcel is a “pork-chop” lot that abuts the property to the rear but with frontage on South Street.

While it is a partial re-development, the project will result in a net increase of impervious area. In accordance with the Ten Stormwater Management Standards as outlined in the Massachusetts Stormwater Management Handbook Vol. 1-3 (Handbook), the project will meet all 10 standards for the increase in impervious area. This will be achieved by the use typical best management practices (BMPs) including a shallow underground recharge system, and water quality structure.

Descriptions of each BMP and sizing calculations are included in this report.

1.2 LOCATION, TOPOGRAPHY, AND SOILS

LOCATION:

The project site is located at 1030 South Street, Pittsfield, MA, Assessor’s parcels H010001003 and H010001006. The project site has direct access from South Street on its eastern boundary. The property is abutter by a Jiffy Lube to the south, and the driveway to the Hilton Garden Inn to the north. The Hilton Garden Inn property is abutting to the left. As noted, the project will occur over two parcels. The front parcel is the location of a former gas station use. The rear property is undeveloped and wooded.

TOPOGRAPHY

The topography within the Development Area is sloping generally from west to east. The front parcel is relatively flat with slopes ranging from 2% to 4%. The rear parcel has varying steep slopes generally 3:1.

SOILS

The underlying soils have been obtained from the Natural Resources Conservation Service as made available by the Web Soil Survey website and are generally consistent across the site. The soil types are as follows:

TABLE 1.1 – NRCS SOIL TYPES

NRCS MAP UNIT	MAP UNIT NAME	HYDROLOGIC SOIL GROUP
602	Urban Land	-
512B	Pittsfield Loam	A

The majority of the site falls within the area of Urban Land. Surrounding land is entirely Pittsfield Loam and on-site soil testing confirmed soils consistent with this material. Therefore, Hydrologic Soil Group A has been assumed for the entire project area.

1.3 WATERSHED DESCRIPTIONS

Runoff from the project area can be evaluated using three primary Design Points with related watershed areas. Refer to Figure 1 and Figure 2 for Existing and Proposed Watershed Plans respectively, found in the appendix. Watershed plans provide information on total area, Curve Numbers, and Time of Concentration for each watershed.

1.3.1 EXISTING CONDITIONS

WATERSHED EX-1A

This area encompasses the majority of the project area and drains into the existing drainage system on the property. It consists of partially developed area, grassy areas cleared as part of the gas station use, and undeveloped area of the rear parcel. Runoff flows into the existing drainage system, noted as Design Point DP-1.

WATERSHED EX-1B

Watershed EX-1B includes a large portion of the developed gas station property included paved areas, and roof-top runoff. The area flows into a catch basin connected to the existing drainage system, DP-1.

WATERSHED EX-2

This area represents the remaining developed portions of the former gas station use. This area flows overland directly into South Street. This is evaluated as DP-2

WATERSHED EX-3

Area EX-3 is an undeveloped area in the western portion of the property that flows overland to the abutting Jiffy Lube Property, identified as DP-3

1.3.2 PROPOSED CONDITIONS

In the proposed conditions, the coffee shop use will be constructed with associated parking and other improvements. Below is a description of the proposed watersheds and BMP's employed in each.

WATERSHED PR-1A

This area includes the north-westerly portion of the parking lot and drive-thru area and includes paved areas, new landscaped areas, and remaining undeveloped wooded areas. The runoff from this area will be captured through trench drains in the parking lot that are routed to an underground recharge system that provides both detention and groundwater recharge. Overflow from this system will be directed to the existing drain system, DP-1.

WATERSHED PR-1B

This watershed includes parking areas north of the new building. This areas will flow into the existing drainage system through new closed drainage system components.

WATERSHED PR-1C

This watershed is the drive-thru area south of the new building. The area will also flow into the existing drainage system through new closed drainage system components.

WATERSHED PR-2

This watershed is the remaining paved portions of the new use and landscaped areas on the east side of the building abutting South Street. Similar to existing conditions, runoff from this area will flow overland to South Street.

WATERSHED PR-3

As in existing conditions, this watershed area is made up of undeveloped and landscaped areas the flow overland to the Jiffy Lube property, DP-3.

As summary of existing and proposed runoff flows and volumes are presented in Table 2.1 of this report. Additional detail regarding cover types and routing methods are included in the HydroCAD calculations found in the appendix of this report.

1.4 METHODOLOGY

The peak rate of runoff and sizing of retention BMP's was determined using techniques and data found in the following:

1. Urban Hydrology for Small Watersheds – Technical Release 55 by the United States Department of Agriculture Soils Conservation Service, June 1986. Runoff curve numbers and 24-hour precipitation values were obtained from this reference.
2. HydroCAD® Stormwater Modeling System by HydroCAD Software Solutions LLC, version 10.0. The HydroCAD program was used to generate the runoff hydrographs for the watershed areas, to determine discharge/stage/storage characteristics for the infiltration systems, to perform drainage routing and to combine the results of the runoff hydrographs. This software is based on the Soil Conservation Service (SCS) TR-20 program
3. Rainfall data is based on the NRCC rainfall data provided in the "look-up tables" in the HydroCAD program.

SECTION 2 – STORMWATER MANAGEMENT STANDARDS

The following is a review of the project and how each of the 10 SWM Standards are met. Various supporting calculations are provided in the appendix when necessary.

2.1 STANDARD 1 – NO NEW UNTREATED DISCHARGES CAUSING EROSION

The proposed project does not create a new discharge to any “Waters of the Commonwealth”. As shown on the site plans, the system will utilize the municipal drainage systems to reach the final outfall. As there are no new open discharges proposed, no computations for outlet protection are necessary. The new drainage system on the property will provide a treatment to the maximum extent practicable where there are currently no treatment BMPs.

2.2 STANDARD 2 - PEAK RATE ATTENUATION

Calculations are provided in the appendix to show that the proposed development will not cause an increase in peak discharge rates. Refer to the HydroCAD calculations provided within this report for detailed breakdowns of each watershed. As summary of peak flows for each Design Point are provided below.

TABLE 2.1 – RUNOFF FLOW (CFS) COMPARISON

Design Point		2-YEAR	10-YEAR	100-YEAR
DP-1	<i>Existing</i>	<i>0.24</i>	<i>0.51</i>	<i>2.28</i>
	Proposed	0.23	0.51	2.25
DP-2	<i>Existing</i>	<i>0.30</i>	<i>0.53</i>	<i>1.09</i>
	Proposed	0.15	0.37	0.99
DP-3	<i>Existing</i>	<i>0</i>	<i>0</i>	<i>0.02</i>
	Proposed	0	0	0.02

2.3 STANDARD 3 - ANNUAL RECHARGE TO GROUNDWATER

Annual recharge is based on soil type for the project. As noted in Section 1.2, the soil type is assumed to fall within Hydrologic Soil Group A. The project qualifies as a partial redevelopment, therefore, to meet Standard 3 for this soil type, a recharge rate of 0.6 x the Total new Impervious area.

On-site soil investigations determined shallow groundwater for the project making retrofit recharge systems for the full property not practicable. However, the design meets the requirement for a partial redevelopment wherein recharge is provided for the increase in impervious area. As the site has no groundwater recharge practices today, this represents an improvement over existing conditions.

Below is a summary of the required recharge for the new development. Impervious areas were determined using AutoCAD drafting software to delineate and quantify the area.

Required Recharge:

Existing impervious Area: 13,844 Square Feet (SF)
 New Impervious Area: 20,923 SF
 Net Increase: 7,709 SF
 Recharge Constant: 0.6 Inches (in.)
 Required Recharge Rate: $7,709 \text{ SF} \times (0.6 \text{ in.} / 12) = 354 \text{ Cubic Feet (CF)}$

Recharge Provided:

Volume below lowest outlet: 480 CF
 $480 > 354 = \text{Standard Met}$

The HydroCAD calculations in the Appendix provides a table from of the hydrograph for the proposed infiltration system. The system will drain down within the 24 hour time of the storm for the 10-yr storm event.

As outlined above, Standard 3 is met for all new impervious areas and only to the maximum extent practicable for the redevelopment portions of the site.

2.4 STANDARD 4 - WATER QUALITY

TSS Removal

Stormwater management systems shall be designed to remove 80% of the average annual post-construction load of Total Suspended Solids (TSS). A summary of TSS removal rates for each treatment train is noted in Table 2.4 below. Supporting calculations on the DEP approved calculation sheet are included in the Appendix.

TABLE 2.4 – TSS REMOVAL RATES

WATERSHED	PRETREATMENT TSS REMOVED	TOTAL TSS REMOVED
PR-1A	80%	96%
PR-1B & C	-	80%

2.5 STANDARD 5 - LAND USES WITH HIGHER POTENTIAL POLLUTANT LOADS (LUHPPL)

The proposed uses on the project are not considered LUHPPL's, and therefore the standard does not apply.

2.6 STANDARD 6 - CRITICAL AREAS

Stormwater from the project does not flow to a Critical Area, therefore the Standard does not apply.

2.7 STANDARD 7 - REDEVELOPMENT

As previously noted, the project can be considered a partial re-development project. The project meets the standards to the full extent for all new impervious areas, and to the maximum extent practicable for the redevelopment areas.

2.8 STANDARD 8 - CONSTRUCTION PERIOD CONTROLS

A Site Preparation Plan is included in the site plans to provide general guidance to the contractor for best practices in erosion controls on the site. The plans call for perimeter sediment controls, and other best practices to prevent erosion and sedimentation.

2.9 STANDARD 9 – LONG TERM OPERATION AND MAINTENANCE PLAN

An Operation and Maintenance Plan is included in Section 3 of this report. Literature for the Water Quality Unit and Isolator row from the respective manufacturers is included in this document.

2.10 STANDARD 10 – ILLICIT DISCHARGES

The following text appears on the Proposed Grading and Drainage Plan:

“The storm water management system proposed shall not be connected to the wastewater management system and shall not be contaminated by contact with process wastes, raw materials, toxic pollutants, hazardous substances, oil, or grease per Massachusetts DEP Storm Water Standard 10.”

SECTION 3 – OPERATION & MAINTENANCE PLAN

In accordance with the standards set forth by the Stormwater Management Regulations issued by the Department of Environmental Protection (DEP), PVI Site Design, LLC (PVI) has prepared the following Operation and Maintenance (O&M) plan for the proposed stormwater management system at the Industrial Mixed Use development in Hull, MA. This O&M plan addresses post construction pollution prevention and maintenance of stormwater systems.

This plan is broken into two major sections. The first section describes pollution prevention techniques to encourage source controls that prevent pollution. The second section is devoted to a post-development operation and maintenance plan of the stormwater management system. Reference is made to the drawing "Grading and Drainage Plan, Sheet C102" prepared by PVI as last revised, that details the proposed drainage system and its components.

BASIC INFORMATION

Proponent: Jamsan Hotel Management
Address: 85 Hartwell Ave
City: Lexington, MA 02420

Civil Engineer: PVI Site Design, LLC. 18 Glendale Road, Norwood, MA (339) 206-1030

3.1 LONG TERM POLLUTION PREVENTION PLAN

As a commercial use property, there are several potential sources of pollution including gasoline and oil from visiting vehicles, cleaning chemicals, and supplies related to building uses. Other than leaks from vehicles, it is anticipated that these materials will be stored and maintained inside the building, however the following pollution prevention techniques are provided in the event that there is a spill outside the facility that may enter the stormwater management system.

Good House Keeping

The following measures will be employed to control potential sources of contamination and prevent pollution at The Project property:

Deicing

To prevent increased pollutant concentrations in stormwater discharges, the amount of road salt applied will be controlled. Calibration devices for spreaders in trucks will be encouraged to contractors employed to plow the parking area. The amount of deicing materials used will be monitored with the goal of using only enough to make the roadway and parking areas safe. Limiting salt not only benefits the stormwater management system, but also saves on cost of snow and ice removal.

Snow Storage/Disposal

Snow storage/disposal will be allowed in landscaped islands within the property. In large storm events, temporary stockpiles may be generated for off-site disposal following a storm. As a residential use, each space will need to remain open, therefore off-site disposal will be required.

Pavement Sweeping

The project will implement a pavement sweeping program to remove contaminants directly from paved surfaces to prevent their release into the drainage system. Pavement sweeping can be an effective initial treatment for reducing pollutant loadings in stormwater. Once removed from paved surfaces, the sweeping will be handled and disposed of in accordance with the MassDEP's Bureau of Waste Prevention's written policy regarding the reuse and disposal of street sweepings.

Fertilizer/Pesticide/Herbicide Application

No pesticides or herbicides are to be used unless a single spot treatment is required for a specific control application. Fertilizer usage will be avoided. If deemed necessary, slow release fertilizer will be used, and applied only in the minimum amounts recommended by the manufacturer. Once applied, the fertilizer will be worked into the soil to limit exposure to stormwater. Storage will be in a covered area; and the contents of any partially used bags will be transferred to a sealable, plastic bin to avoid spills. Fertilizer will be used to begin the establishment of vegetation in bare or damaged areas, but will not be applied on a regular basis unless necessary.

Materials Management/Housekeeping Practices

The following product-specific practices will be followed on-site. Recommendations are provided for petroleum products, fertilizers, solvents, paints, and other hazardous substances, and concrete. Petroleum Products - No vehicle maintenance or handling of petroleum products will occur on site outside of a building. Petroleum products will be stored in tightly sealed containers that are clearly labeled. Any asphalt substances used on-site will be applied according to manufacturer's recommendations. No petroleum-based or asphalt substances will be stored within 100 feet of a waterway.

Solvents, Paints, and other Hazardous Substances - All containers will be tightly sealed and stored indoors when not required for use. Excess materials will not be discharged to the storm sewer system, but will be properly disposed according to manufacturer's instructions or state and local regulations. Outside storage on the property will be prohibited.

Spill Prevention and Control

The Property Manager will be responsible for training of people in the proper handling and cleanup of spilled materials. No spilled hazardous materials or hazardous wastes will be allowed to come in contact with storm water discharges. If such contact occurs, the storm water discharge will be contained on site until appropriate measures in compliance with state and federal regulations are taken to dispose of such contaminated storm water. An "In Case of Emergency or Hazardous Spill" sign with appropriate contact information can be posted in the common area of the residential building.

In order to minimize the potential for a spill of hazardous materials to come into contact with storm water, the following steps will be implemented:

1. All materials with hazardous properties (such as pesticides, petroleum products, fertilizers, detergents, construction chemicals, acids, paints, paint solvents, cleaning solvents, additives for soil stabilization, concrete curing compounds and additives, etc.) will be stored in a secure location, with their lids on, preferably under cover, when not in use.
2. The minimum practical quantity of all such materials will be kept on the site.

3. A spill control and containment kit (containing, for example, absorbent materials, acid neutralizing powder, brooms, dust pans, mops, rags, gloves, goggles, plastic and metal trash containers, etc. will be provided at the maintenance and/or storage area of the site.
4. Manufacturers recommended methods for spill cleanup will be clearly posted and site personnel will be trained regarding these procedures and the location of the information and cleanup supplies.

In the event of a spill, the following procedures should be followed:

1. All spills will be cleaned up immediately after discovery.
2. The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with the hazardous substances.
3. The Owner and Property Manager will be notified immediately.
4. Spills of toxic or hazardous materials will be reported to the appropriate federal, state, and/or local government agency, regardless of the size of the spill.
5. If the spill material enters the drainage system, the catch basin or other structure acting as the inlet shall be cleaned via a vac truck as soon as possible and before the next rainfall event to the extent practicable.

The Property Manager will be the spill prevention and response coordinator. He will designate the individuals who will receive spill prevention and response training. These individuals will each become responsible for a particular phase of prevention and response. The names of these personnel will be posted in the material storage area and other applicable areas onsite.

3.2 STORMWATER MANAGEMENT SYSTEM – OPERATION AND MAINTENANCE

Paved Areas – Paved areas should be swept as part of the routine site maintenance. Pavement sweeping is an excellent source control for sedimentation to the existing drainage system and should be performed on a quarterly basis (four times a year) on or around the following times:

- April 1 – The end of snow season to capture sediment from winter sanding
 - June 15 – General cleanup for Summer Months
 - September 1 – General cleanup subsequent to active summer months.
 - December 1 – Remove leaf litter and typical Autumn season debris.
1. Deicing - Salt for de-icing on the paved areas during the winter months shall be limited to the minimum amount practicable. Sand containing the minimum amount of sodium chloride (or approved equivalent) needed for handling may be applied as part of the routine winter maintenance activities.
 2. Snow Removal – Snow may be stored in landscape areas at the edges of parking areas. Damaged landscape and plants will need to be restored in the spring. If snow storage areas are not adequate for larger storms, snow piles will need to be removed from the site to prevent a loss of parking spaces.
 3. Building Drains – Building drains are equipped with cleanouts within the building in accordance with plumbing codes. Exterior gutters and downspouts should be inspected in the fall and cleaned of any leaf or other debris. Downspout connections to

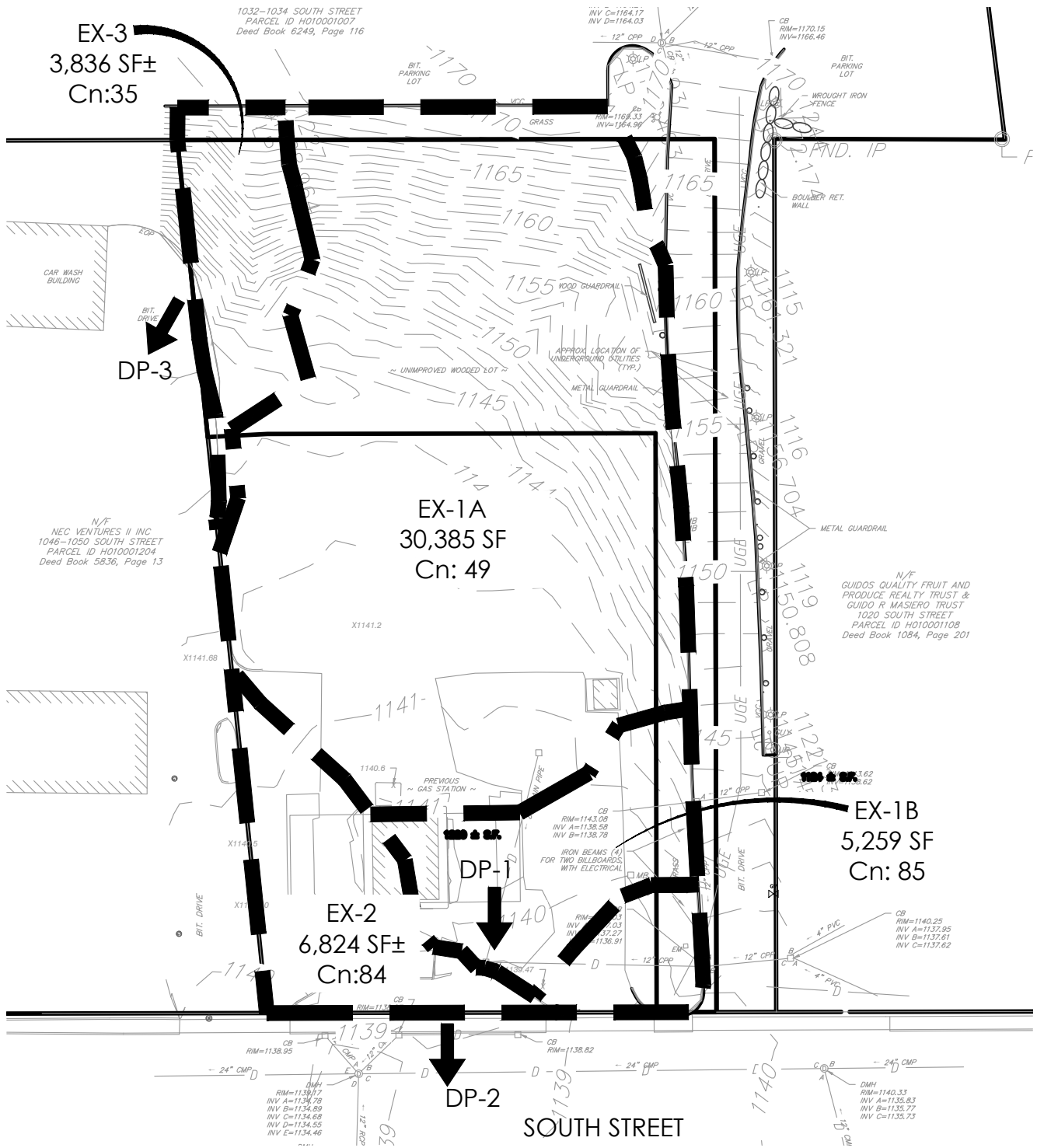
underground pipes should be removed and inspected for debris. Any blockages should be cleared.

4. Deep Sump Catch Basins – Sumps shall be inspected quarterly during the first year to determine sediment collection. Sumps shall be cleaned annually at a minimum, and when sediment and debris are within 2-feet of the outlet pipe. Catch Basins should be inspected four times per year when the parking lot is swept.
5. Proprietary Sediment Separators – Water Quality Units are CDS Inline treatment units as provided by Contech. The Unit is models 2015-4. Maintenance of the structures should be per manufacturer's recommendations. At a minimum, the unit should be inspected at the completion of construction to remove any construction sediment and/or debris, and then six (6) months after initial operation to determine rate of sediment capture. The unit should be cleaned every 3 years and more frequently as needed.
6. Underground Recharge Systems – Inspect the Underground Recharge Systems immediately following construction activities to ensure no construction sediment has entered the system. The systems should be inspected following the first major rainfall event to confirm it is draining within the design parameters. Visual inspections of the system should be performed annually at a minimum to confirm no carry over of sediment from the collection system. All points of access should be inspected, including inlets, outlets, and any inspection ports.
7. All sediments removed from the infiltration systems and catch basin sumps shall be disposed of properly, and in accordance with applicable local and state regulations.
8. All vegetated areas on the site shall be stabilized and maintained to control erosion. Any disturbed areas shall be re-seeded as soon as practicable. Trash and debris should be removed on a regular basis.
9. Work within any drainage structures shall performed in accordance with the latest OSHA regulations, and only by individuals with appropriate OSHA certification. Maintenance Responsibilities - All post-construction maintenance activities shall be documented and kept on file for up to 3 years and made available to the proper town authorities upon request.

For questions regarding proper maintenance, it is recommended to contact the Civil Engineer of Record:

PVI Site Design, LLC
Attn: Timothy Power, PE
18 Glendale Road
Norwood, MA 02062
(339) 206 1030

APPENDIX A
Watershed Plans



NOTES:

- REFER TO THE DRAINAGE PLAN PREPARED AND THE DESIGN CALCULATIONS BY PVI SITE DESIGN DATE 08-16-2022 FOR DETAILS ABOUT THE PROPOSED DRAINAGE SYSTEM.

CIVIL ENGINEER:



TITLE:

EXISTING WATERSHED PLAN

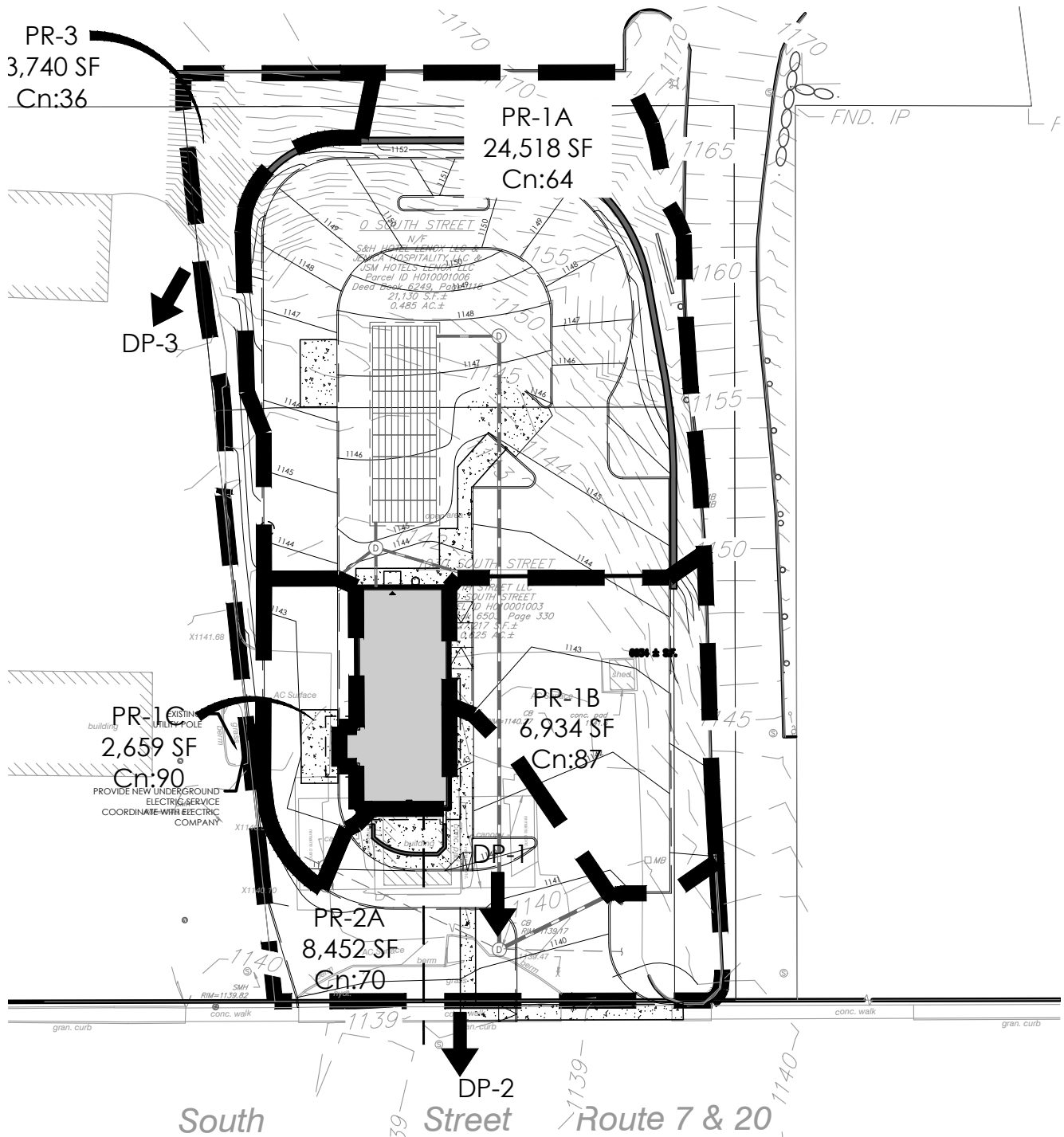
DATE: 08-16-2022
SCALE: 1"=20'
PROJECT: 21-026
FILE: 21-026-WS-EX.DWG
DRAWN: TJP

PROJECT:

COFFEE SHOP
1030 SOUTH ST, PITTSFIELD, MA

SHEET NO.:

FIG-1



NOTES:

1. REFER TO THE DRAINAGE PLAN PREPARED AND THE DESIGN CALCULATIONS BY PVI SITE DESIGN DATE 08-16-2022 FOR DETAILS ABOUT THE PROPOSED DRAINAGE SYSTEM.

LEGEND

- TIME OF CONCENTRATION PATH
- WATERSHED BOUNDARY
- DP-1 → DESIGN POINT

CIVIL ENGINEER:

TITLE:

SHEET NO.:



PROPOSED WATERSHED PLAN

DATE:	08-16-2022
SCALE:	1"=20'
PROJECT:	21-026

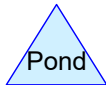
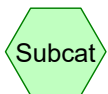
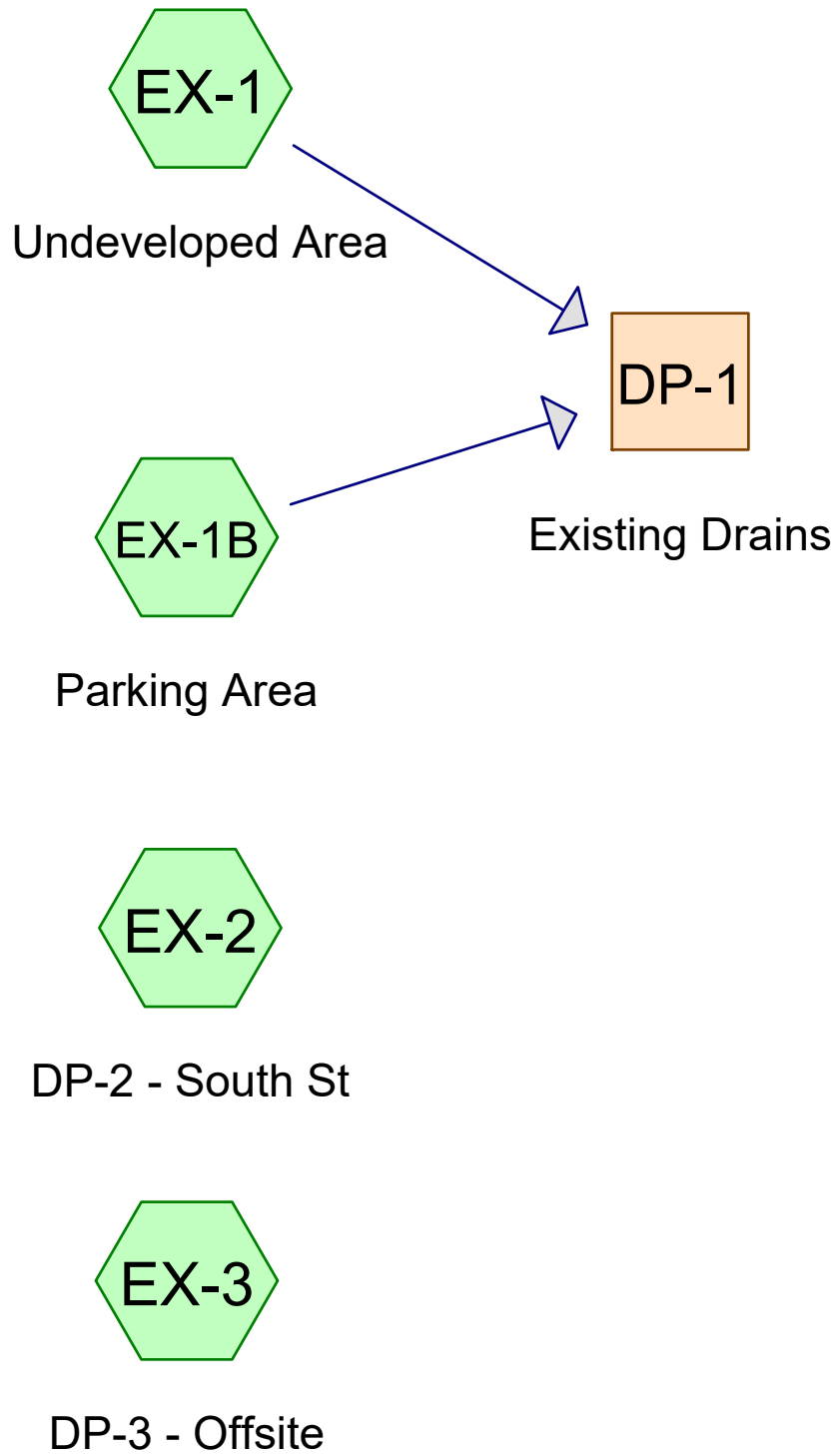
PROJECT:
COFFEE SHOP
1600 SOUTH ST PITTSFIELD, MA

FIG-2

APPENDIX B

HydroCAD Calculations

- ***Existing Conditions***
- ***Proposed Conditions***
- ***Infiltration System Stage-Storage Table***
- ***Infiltration Basin Drain Down Table***
- ***Rain Garden – 1” Storm Calculations***
- ***Swale – Water Quality Calculations***



Existing Conditions

Prepared by PVI Site Design, LLC

HydroCAD® 10.00-26 s/n 09993 © 2020 HydroCAD Software Solutions LLC

1030 South St, Pittsfield
NRCC 24-hr B 2-Year Rainfall=2.81"

Printed 8/15/2022

Page 2

Summary for Subcatchment EX-1: Undeveloped Area

Runoff = 0.00 cfs @ 14.36 hrs, Volume= 120 cf, Depth> 0.05"

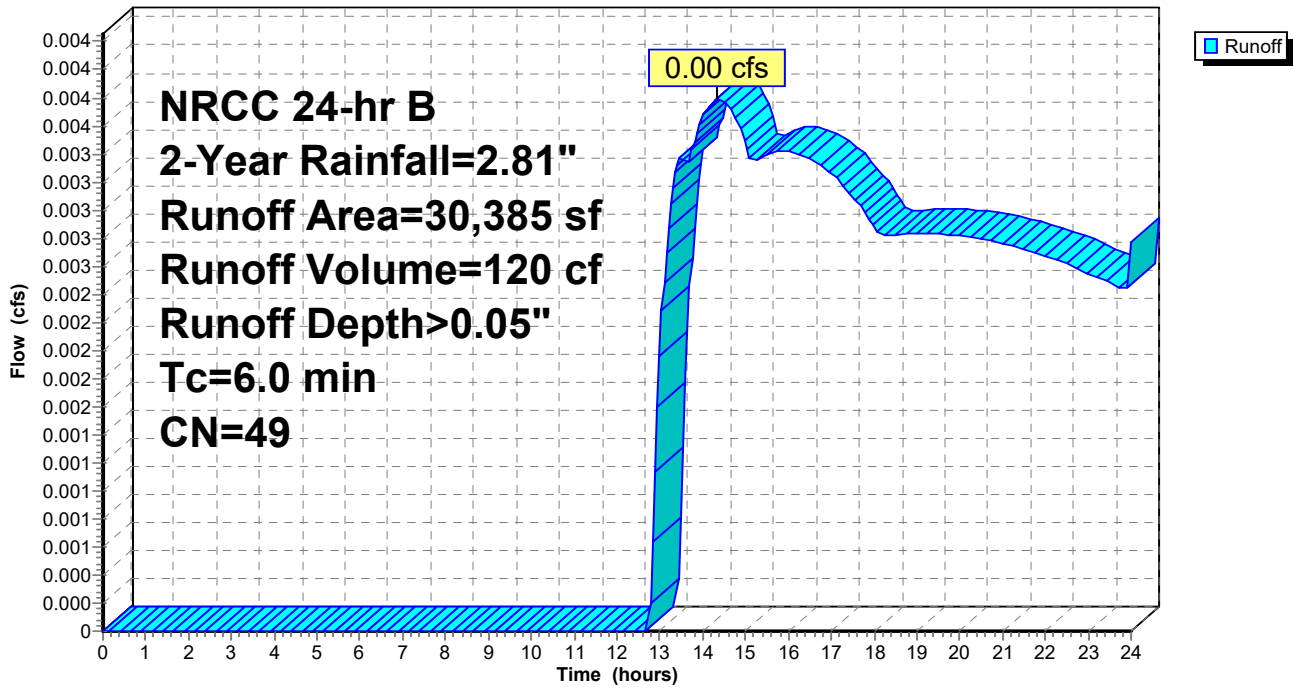
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
NRCC 24-hr B 2-Year Rainfall=2.81"

Area (sf)	CN	Description
3,623	98	Paved parking, HSG A
1,220	98	Roofs, HSG A
118	98	Roofs, HSG A
12,149	49	50-75% Grass cover, Fair, HSG A
13,275	30	Woods, Good, HSG A
30,385	49	Weighted Average
25,424		83.67% Pervious Area
4,961		16.33% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment EX-1: Undeveloped Area

Hydrograph



Existing Conditions

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1030 South St, Pittsfield
 NRCC 24-hr B 2-Year Rainfall=2.81"
 Printed 8/15/2022
 Page 3

Summary for Subcatchment EX-1B: Parking Area

Runoff = 0.24 cfs @ 12.13 hrs, Volume= 626 cf, Depth> 1.43"

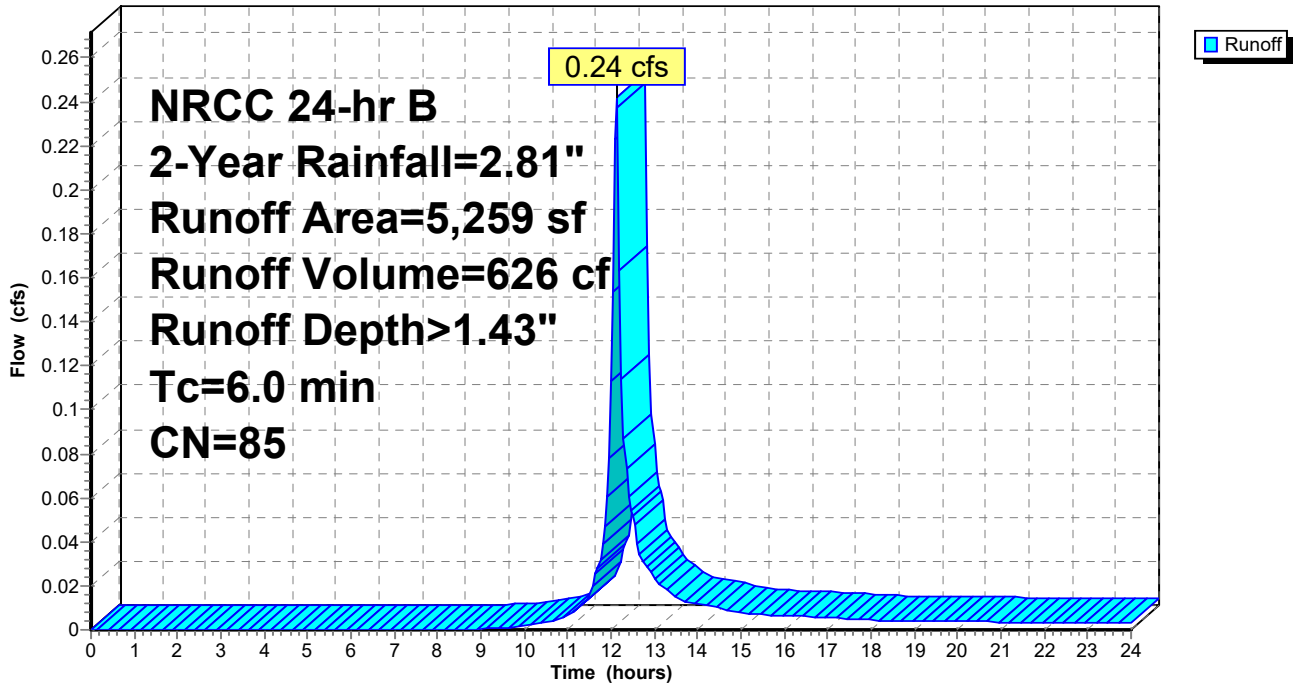
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
 NRCC 24-hr B 2-Year Rainfall=2.81"

Area (sf)	CN	Description
3,864	98	Paved parking, HSG A
* 1,395	49	
5,259	85	Weighted Average
1,395		26.53% Pervious Area
3,864		73.47% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment EX-1B: Parking Area

Hydrograph



Existing Conditions

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NRCC 24-hr B 2-Year Rainfall=2.81"

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Page 4

Summary for Subcatchment EX-2: DP-2 - South St

Runoff = 0.30 cfs @ 12.13 hrs, Volume= 773 cf, Depth> 1.36"

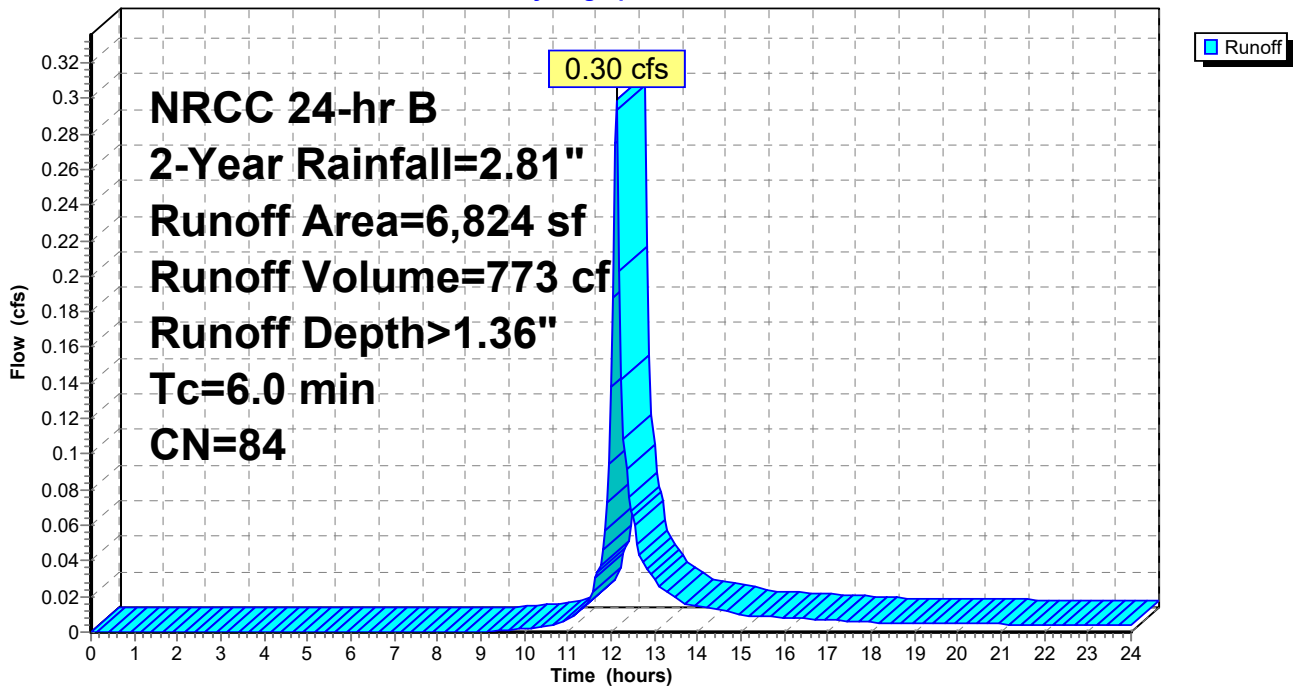
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
NRCC 24-hr B 2-Year Rainfall=2.81"

Area (sf)	CN	Description
3,744	98	Paved parking, HSG A
1,073	98	Roofs, HSG A
2,007	49	50-75% Grass cover, Fair, HSG A
6,824	84	Weighted Average
2,007		29.41% Pervious Area
4,817		70.59% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment EX-2: DP-2 - South St

Hydrograph



Existing Conditions

Prepared by PVI Site Design, LLC

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1030 South St, Pittsfield
NRCC 24-hr B 2-Year Rainfall=2.81"

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Page 5

Summary for Subcatchment EX-3: DP-3 - Offsite

Runoff = 0.00 cfs @ 0.00 hrs, Volume= 0 cf, Depth= 0.00"

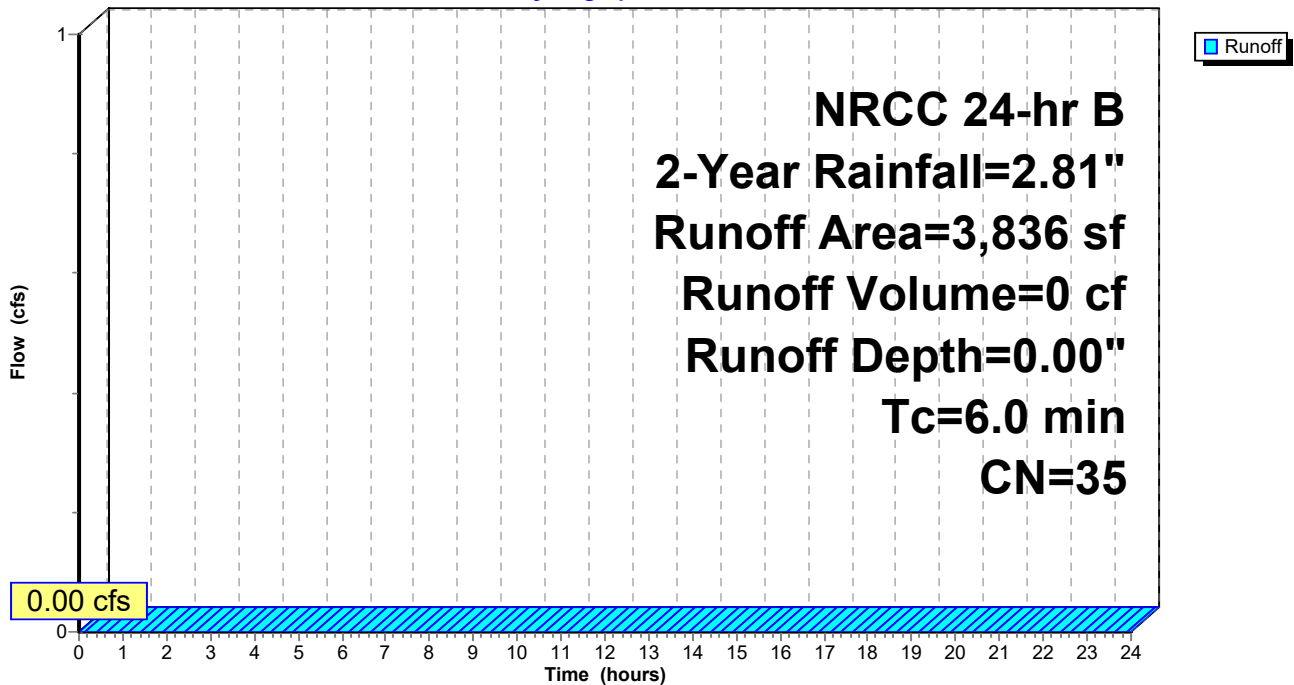
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
NRCC 24-hr B 2-Year Rainfall=2.81"

Area (sf)	CN	Description
3,634	32	Woods/grass comb., Good, HSG A
202	98	Paved parking, HSG A
3,836	35	Weighted Average
3,634		94.73% Pervious Area
202		5.27% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment EX-3: DP-3 - Offsite

Hydrograph



Existing Conditions

Prepared by PVI Site Design, LLC

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1030 South St, Pittsfield
NRCC 24-hr B 2-Year Rainfall=2.81"

Printed 8/15/2022

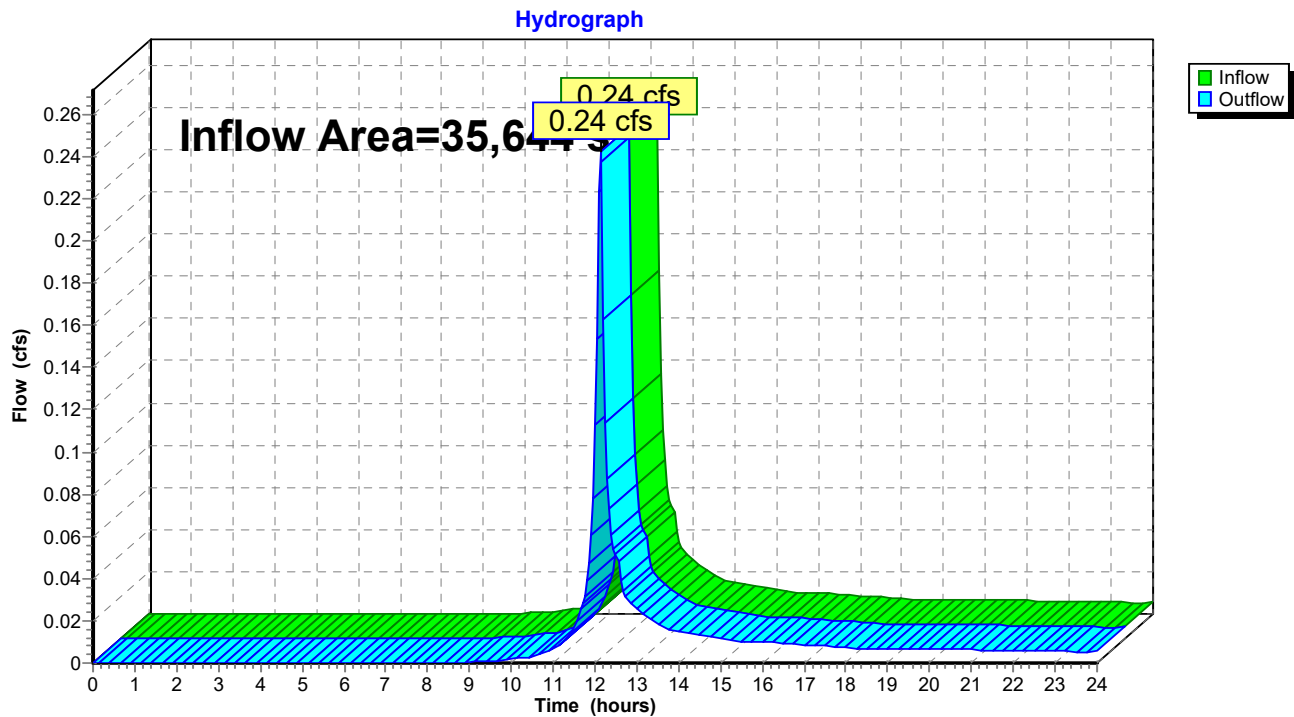
Page 6

Summary for Reach DP-1: Existing Drains

Inflow Area = 35,644 sf, 24.76% Impervious, Inflow Depth > 0.25" for 2-Year event
Inflow = 0.24 cfs @ 12.13 hrs, Volume= 746 cf
Outflow = 0.24 cfs @ 12.13 hrs, Volume= 746 cf, Atten=0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs

Reach DP-1: Existing Drains



Existing Conditions

Prepared by PVI Site Design, LLC

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1030 South St, Pittsfield
NRCC 24-hr B 10-Year Rainfall=4.09"

Printed 8/15/2022

Page 7

Summary for Subcatchment EX-1: Undeveloped Area

Runoff = 0.11 cfs @ 12.21 hrs, Volume= 820 cf, Depth> 0.32"

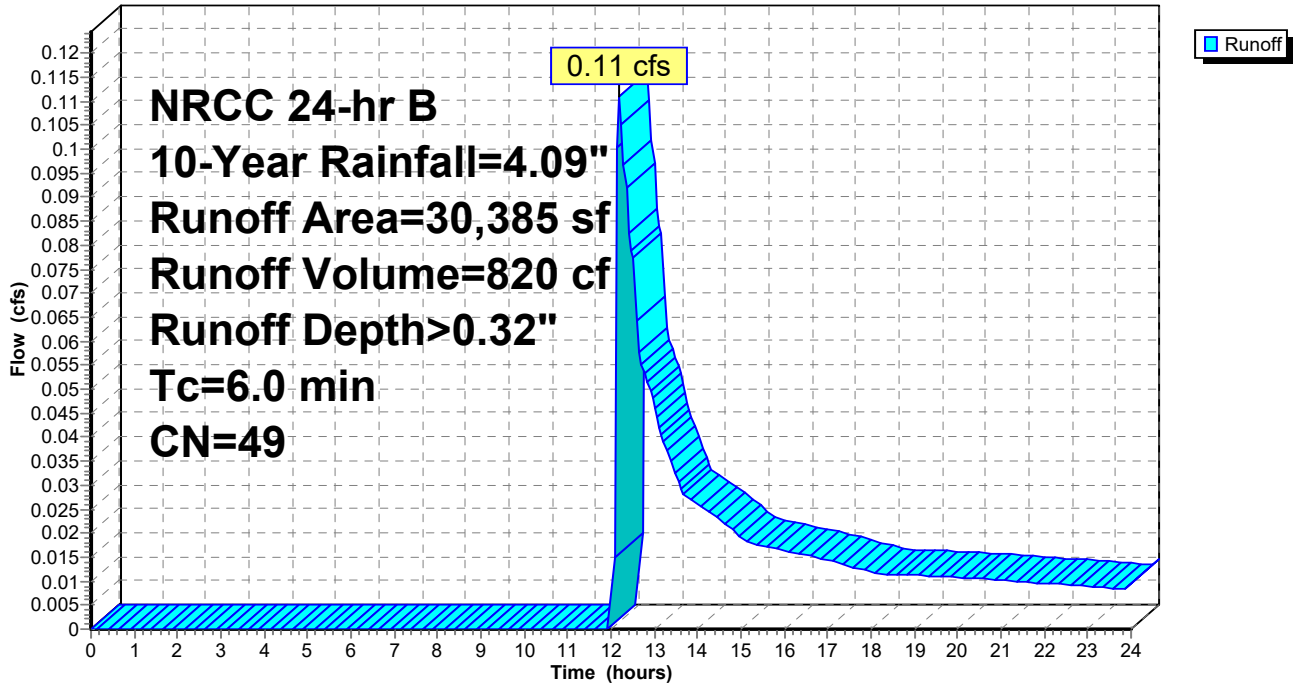
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
NRCC 24-hr B 10-Year Rainfall=4.09"

Area (sf)	CN	Description
3,623	98	Paved parking, HSG A
1,220	98	Roofs, HSG A
118	98	Roofs, HSG A
12,149	49	50-75% Grass cover, Fair, HSG A
13,275	30	Woods, Good, HSG A
30,385	49	Weighted Average
25,424		83.67% Pervious Area
4,961		16.33% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment EX-1: Undeveloped Area

Hydrograph



Existing Conditions

Prepared by PVI Site Design, LLC

HydroCAD® 10.00-26 s/n 09993 © 2020 HydroCAD Software Solutions LLC

1030 South St, Pittsfield
NRCC 24-hr B 10-Year Rainfall=4.09"

Printed 8/15/2022

Page 8

Summary for Subcatchment EX-1B: Parking Area

Runoff = 0.42 cfs @ 12.13 hrs, Volume= 1,111 cf, Depth> 2.54"

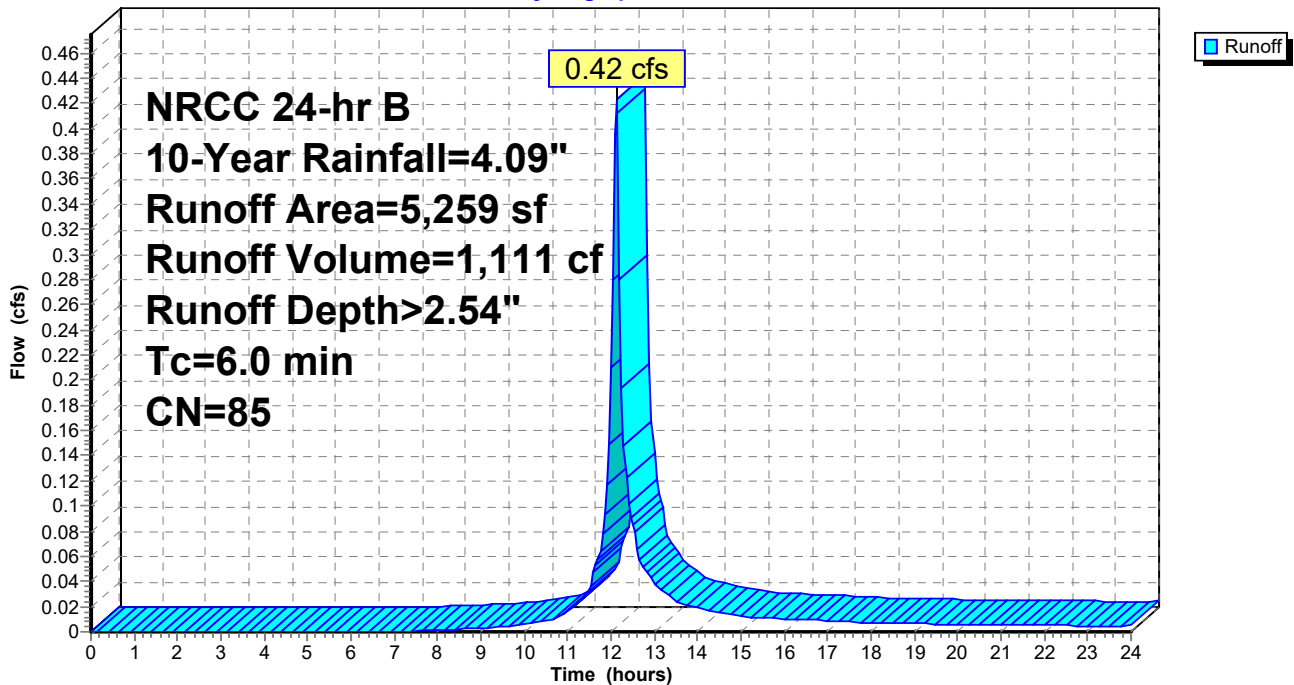
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
NRCC 24-hr B 10-Year Rainfall=4.09"

Area (sf)	CN	Description
3,864	98	Paved parking, HSG A
* 1,395	49	
5,259	85	Weighted Average
1,395		26.53% Pervious Area
3,864		73.47% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment EX-1B: Parking Area

Hydrograph



Existing Conditions

Prepared by PVI Site Design, LLC

HydroCAD® 10.00-26 s/n 09993 © 2020 HydroCAD Software Solutions LLC

1030 South St, Pittsfield
NRCC 24-hr B 10-Year Rainfall=4.09"

Printed 8/15/2022

Page 9

Summary for Subcatchment EX-2: DP-2 - South St

Runoff = 0.53 cfs @ 12.13 hrs, Volume= 1,392 cf, Depth> 2.45"

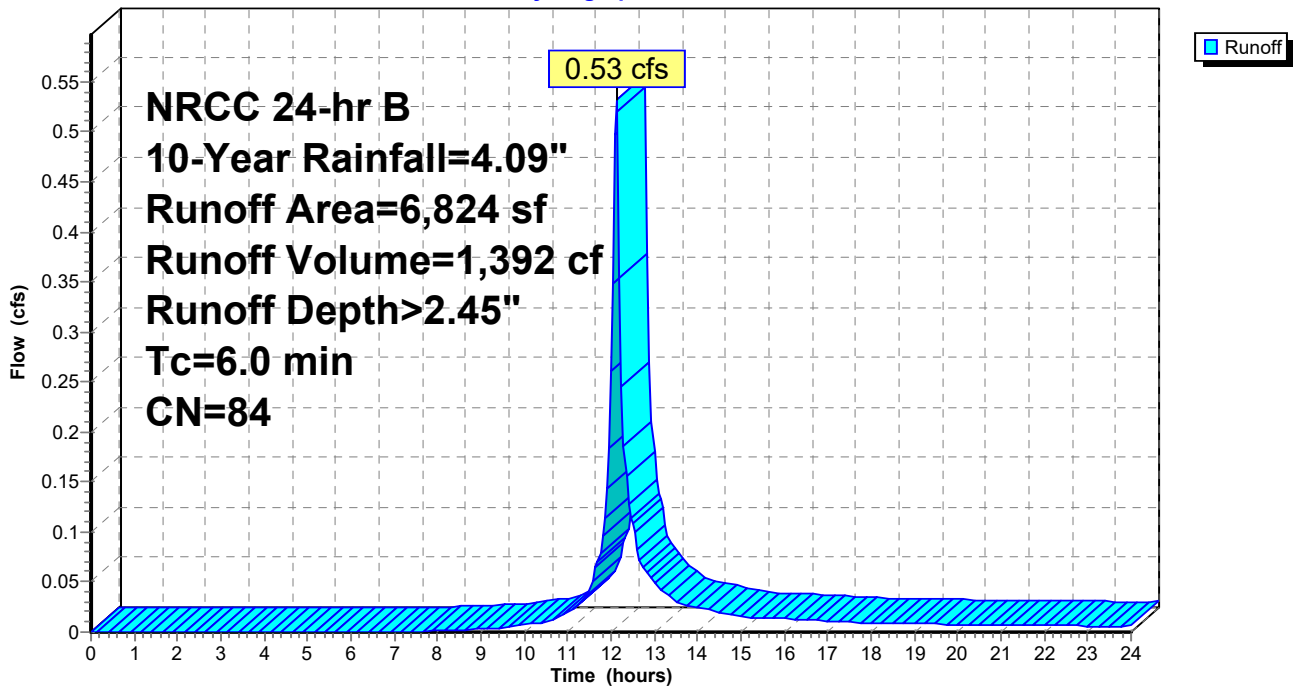
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
NRCC 24-hr B 10-Year Rainfall=4.09"

Area (sf)	CN	Description
3,744	98	Paved parking, HSG A
1,073	98	Roofs, HSG A
2,007	49	50-75% Grass cover, Fair, HSG A
6,824	84	Weighted Average
2,007		29.41% Pervious Area
4,817		70.59% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment EX-2: DP-2 - South St

Hydrograph



Existing Conditions

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NRCC 24-hr B 10-Year Rainfall=4.09"

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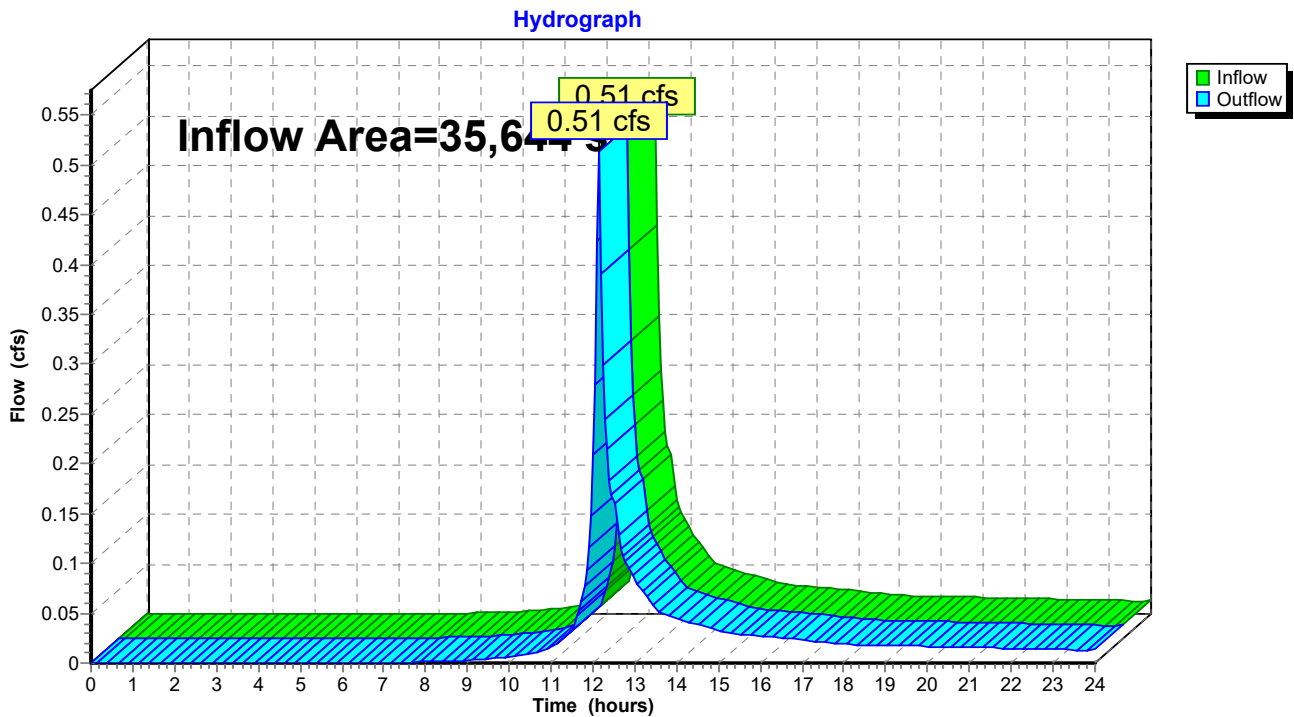
Page 11

Summary for Reach DP-1: Existing Drains

Inflow Area = 35,644 sf, 24.76% Impervious, Inflow Depth > 0.65" for 10-Year event
Inflow = 0.51 cfs @ 12.15 hrs, Volume= 1,931 cf
Outflow = 0.51 cfs @ 12.15 hrs, Volume= 1,931 cf, Atten=0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs

Reach DP-1: Existing Drains



Existing Conditions

Prepared by PVI Site Design, LLC

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NRCC 24-hr B 100-Year Rainfall=7.04"

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Summary for Subcatchment EX-1: Undeveloped Area

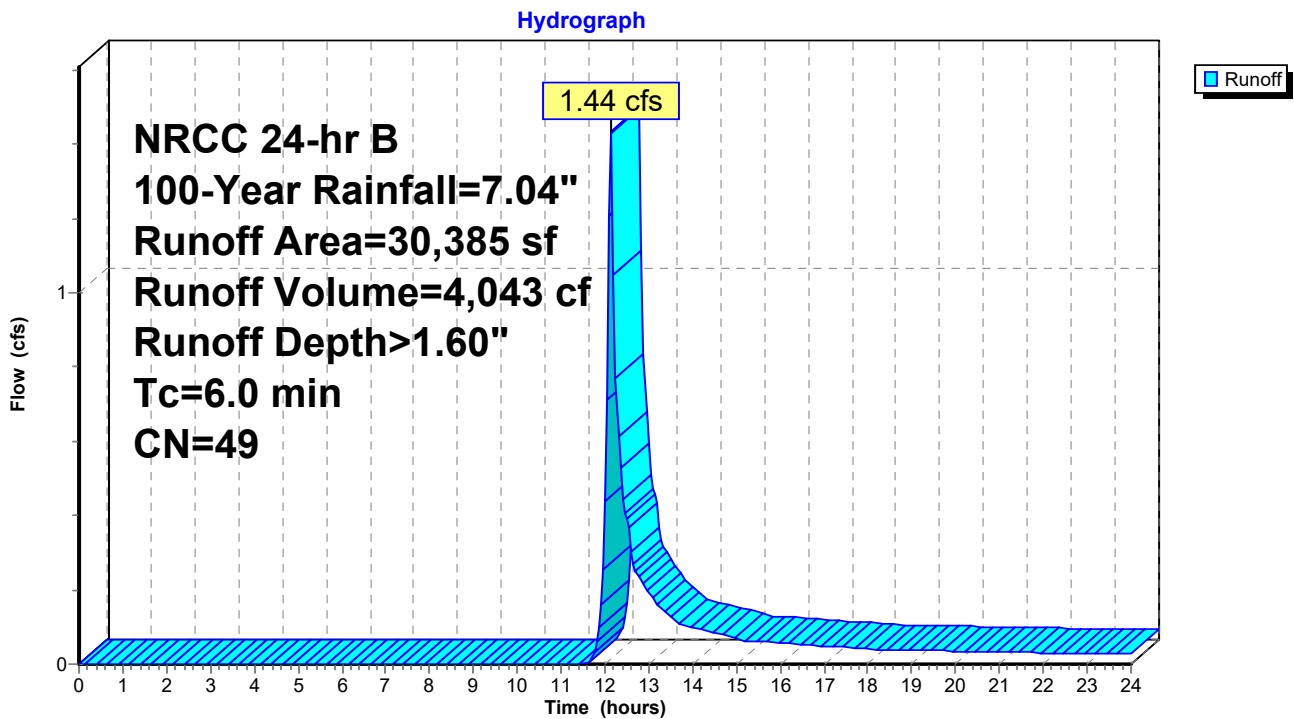
Runoff = 1.44 cfs @ 12.14 hrs, Volume= 4,043 cf, Depth> 1.60"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
NRCC 24-hr B 100-Year Rainfall=7.04"

Area (sf)	CN	Description
3,623	98	Paved parking, HSG A
1,220	98	Roofs, HSG A
118	98	Roofs, HSG A
12,149	49	50-75% Grass cover, Fair, HSG A
13,275	30	Woods, Good, HSG A
30,385	49	Weighted Average
25,424		83.67% Pervious Area
4,961		16.33% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment EX-1: Undeveloped Area



Existing Conditions

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NRCC 24-hr B 100-Year Rainfall=7.04"

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Summary for Subcatchment EX-1B: Parking Area

Runoff = 0.85 cfs @ 12.13 hrs, Volume= 2,316 cf, Depth> 5.29"

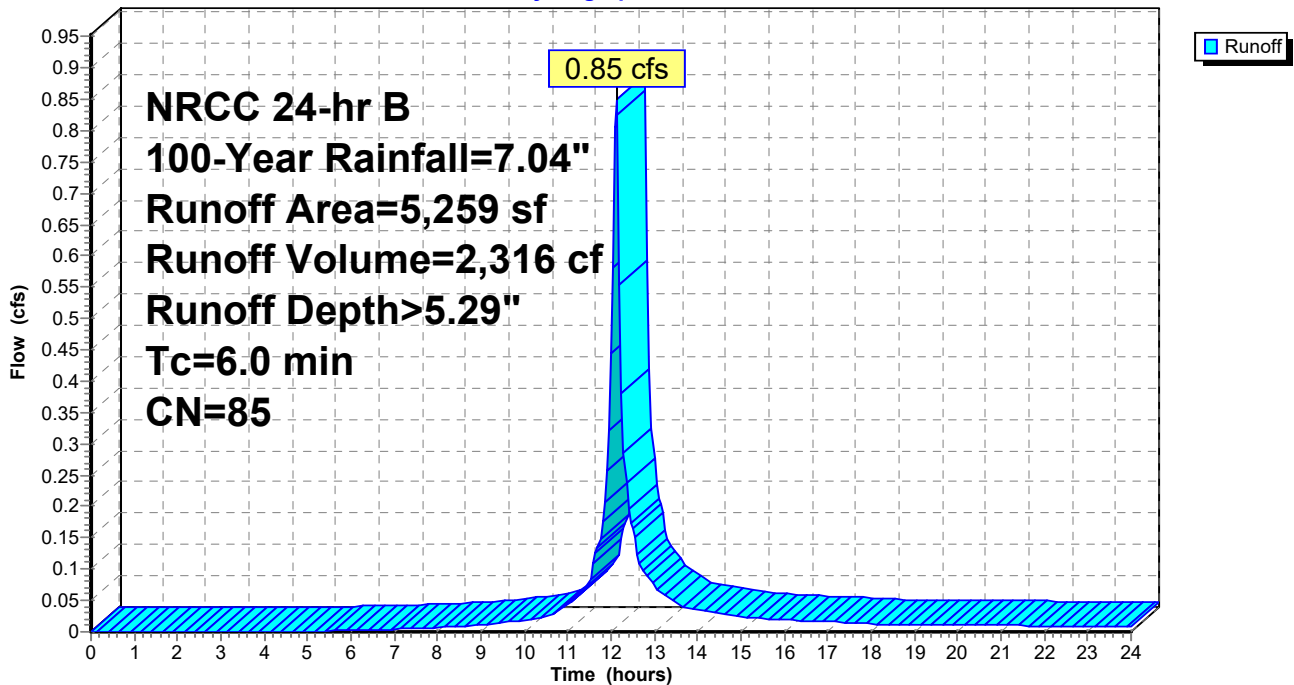
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
NRCC 24-hr B 100-Year Rainfall=7.04"

Area (sf)	CN	Description
3,864	98	Paved parking, HSG A
* 1,395	49	
5,259	85	Weighted Average
1,395		26.53% Pervious Area
3,864		73.47% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment EX-1B: Parking Area

Hydrograph



Existing Conditions

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Summary for Subcatchment EX-2: DP-2 - South St

Runoff = 1.09 cfs @ 12.13 hrs, Volume= 2,941 cf, Depth> 5.17"

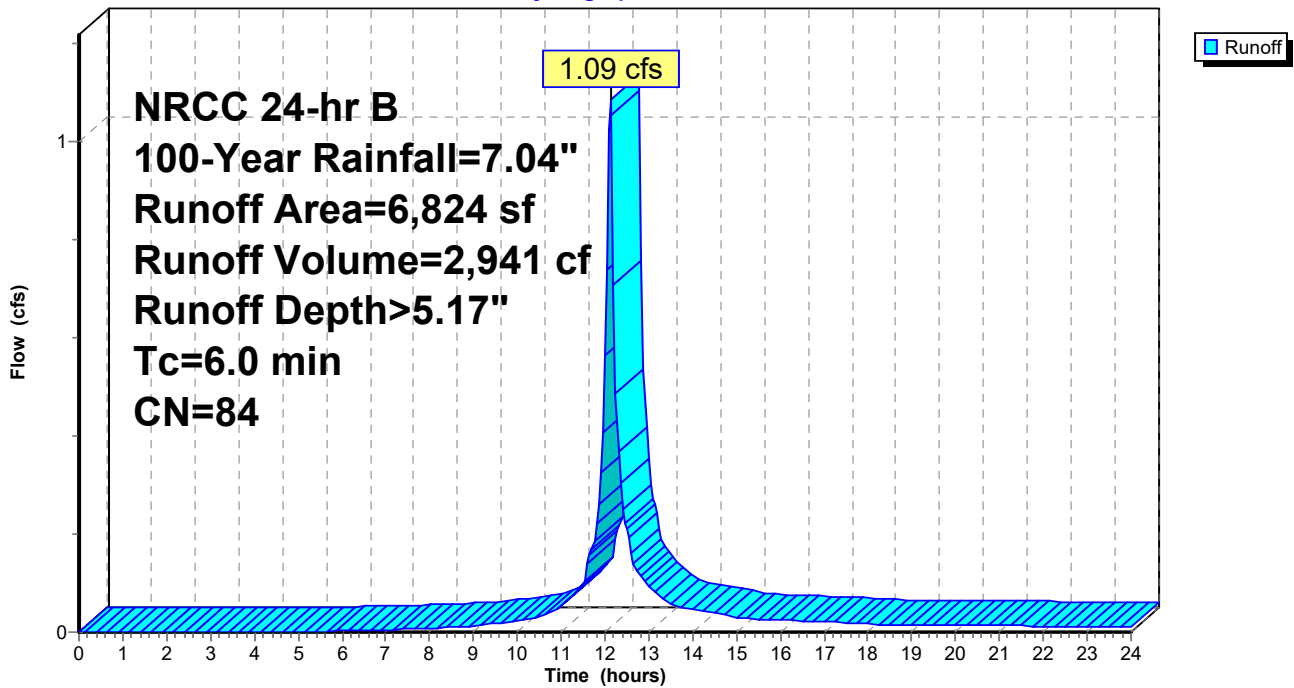
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
NRCC 24-hr B 100-Year Rainfall=7.04"

Area (sf)	CN	Description
3,744	98	Paved parking, HSG A
1,073	98	Roofs, HSG A
2,007	49	50-75% Grass cover, Fair, HSG A
6,824	84	Weighted Average
2,007		29.41% Pervious Area
4,817		70.59% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment EX-2: DP-2 - South St

Hydrograph



Existing Conditions

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Summary for Subcatchment EX-3: DP-3 - Offsite

Runoff = 0.02 cfs @ 12.24 hrs, Volume= 161 cf, Depth> 0.50"

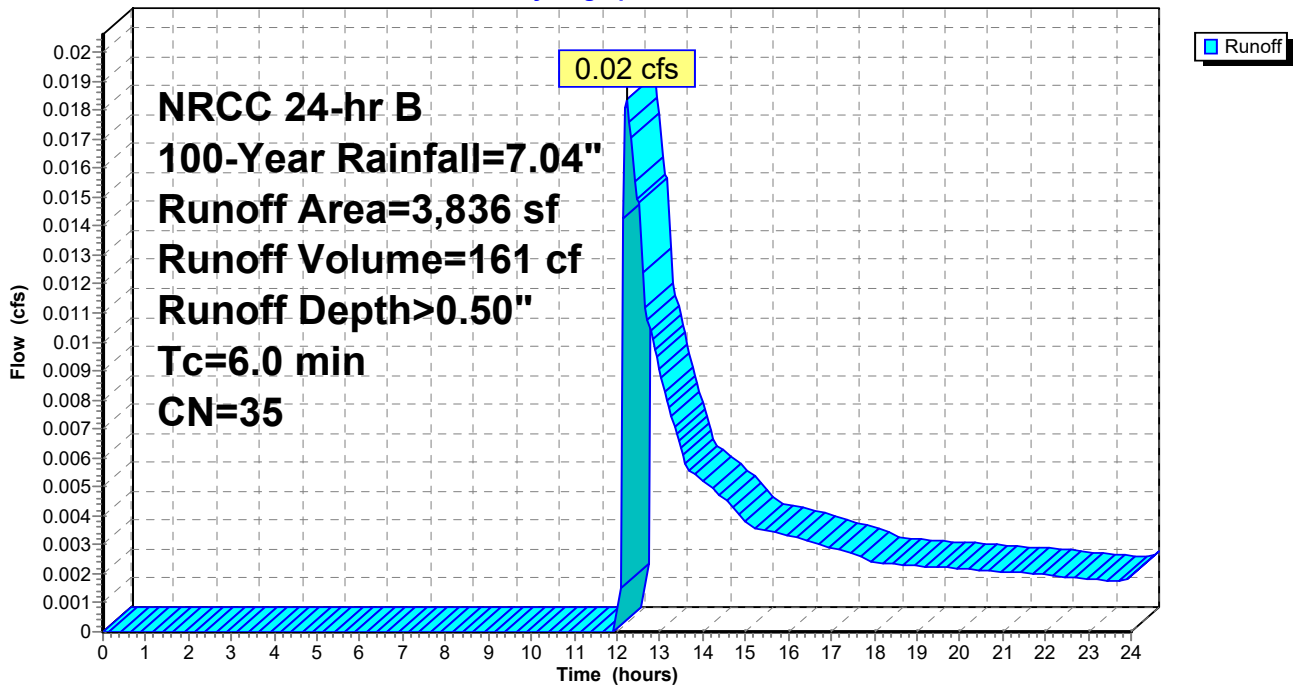
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
 NRCC 24-hr B 100-Year Rainfall=7.04"

Area (sf)	CN	Description
3,634	32	Woods/grass comb., Good, HSG A
202	98	Paved parking, HSG A
3,836	35	Weighted Average
3,634		94.73% Pervious Area
202		5.27% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment EX-3: DP-3 - Offsite

Hydrograph



Existing Conditions

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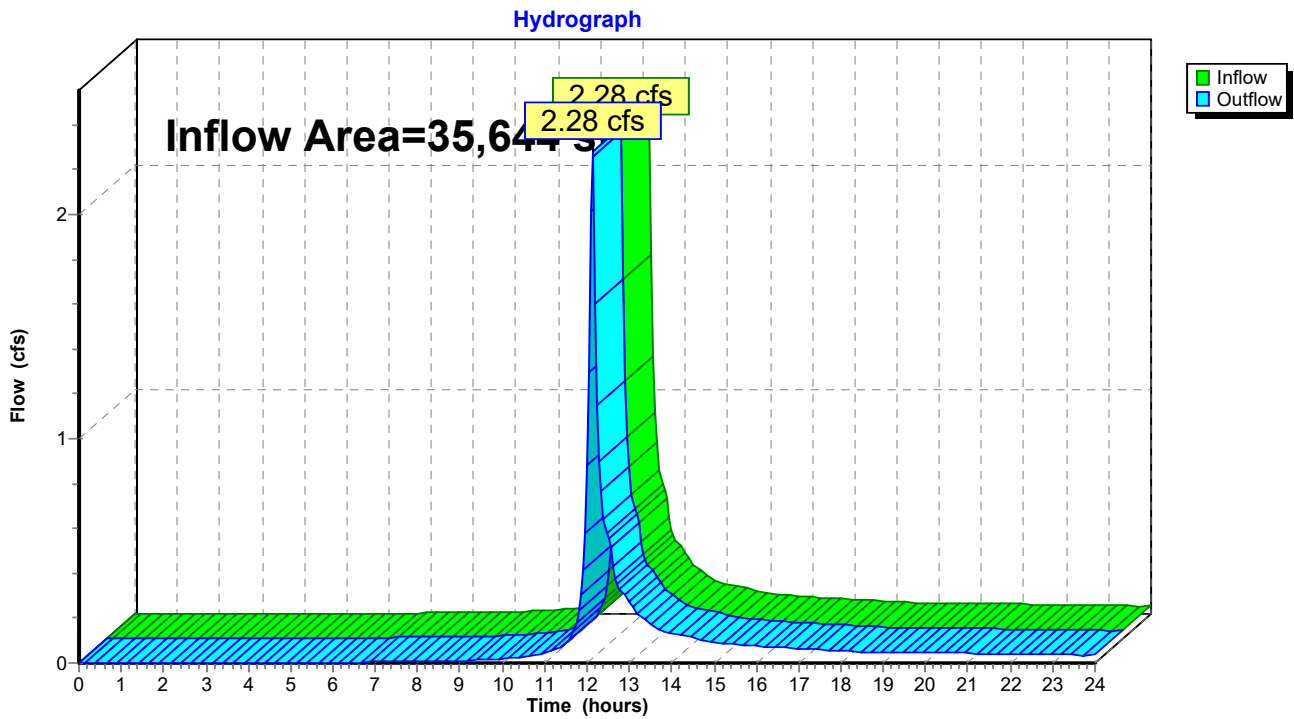
Page 16

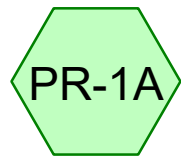
Summary for Reach DP-1: Existing Drains

Inflow Area = 35,644 sf, 24.76% Impervious, Inflow Depth > 2.14" for 100-Year event
Inflow = 2.28 cfs @ 12.14 hrs, Volume= 6,360 cf
Outflow = 2.28 cfs @ 12.14 hrs, Volume= 6,360 cf, Atten=0%, Lag=0.0 min

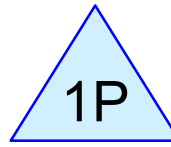
Routing by Stor-Ind+Trans method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs

Reach DP-1: Existing Drains

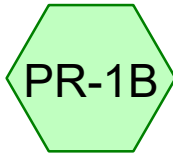




Drive thru



Underground Recharge



Parking Lot



Existing Drain Pipe



DP-2 - South St



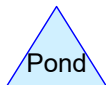
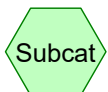
South St



DP-3 - Offsite



Off-Site



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Page 2

Summary for Subcatchment PR-1A: Drive thru

Runoff = 0.22 cfs @ 12.15 hrs, Volume= 792 cf, Depth> 0.39"

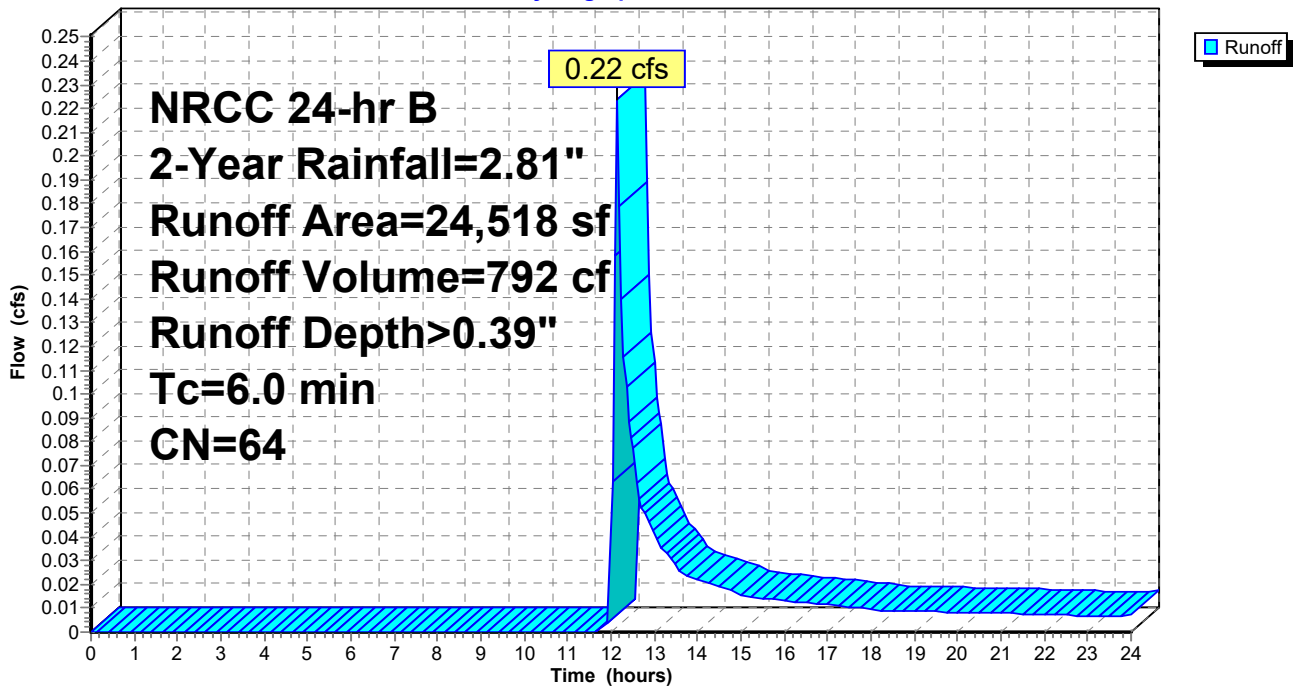
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
 NRCC 24-hr B 2-Year Rainfall=2.81"

Area (sf)	CN	Description
10,722	98	Paved parking, HSG A
10,985	39	>75% Grass cover, Good, HSG A
2,811	30	Woods, Good, HSG A
24,518	64	Weighted Average
13,796		56.27% Pervious Area
10,722		43.73% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment PR-1A: Drive thru

Hydrograph



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Summary for Subcatchment PR-1B: Parking Lot

Runoff = 0.23 cfs @ 12.14 hrs, Volume= 630 cf, Depth> 0.79"

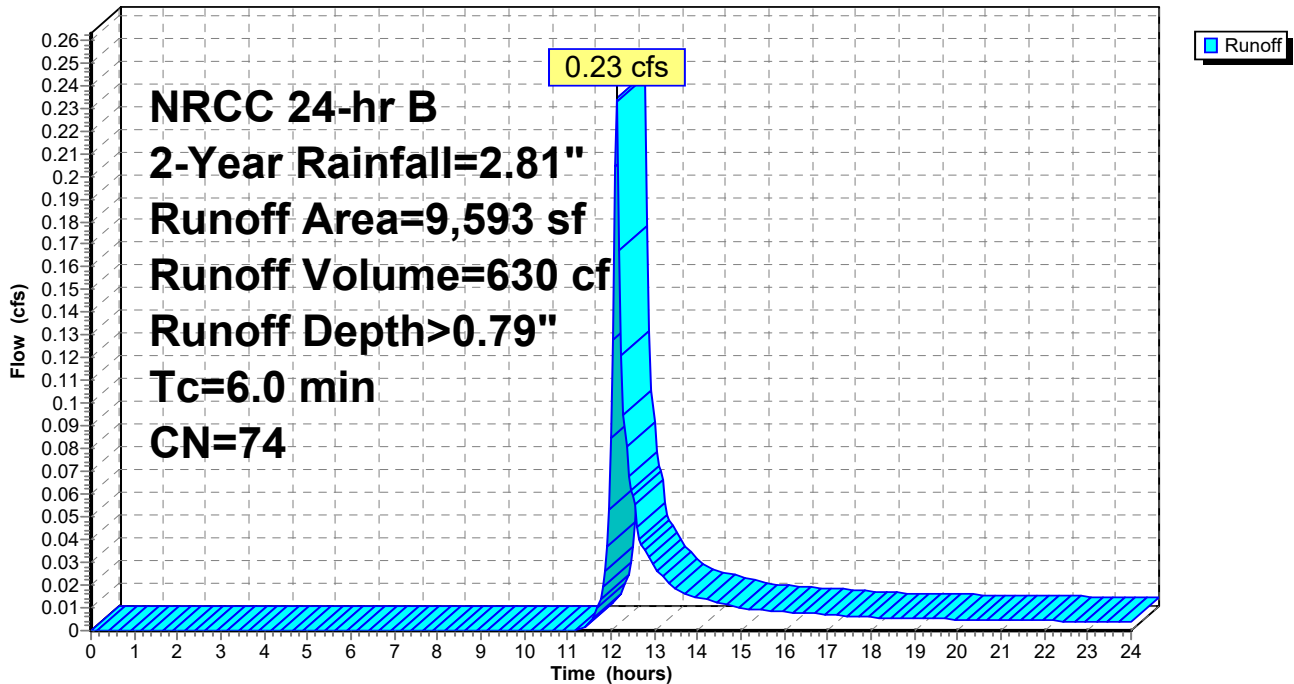
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
NRCC 24-hr B 2-Year Rainfall=2.81"

Area (sf)	CN	Description
5,618	98	Paved parking, HSG A
2,282	39	>75% Grass cover, Good, HSG A
1,316	39	>75% Grass cover, Good, HSG A
377	39	>75% Grass cover, Good, HSG A
9,593	74	Weighted Average
3,975		41.44% Pervious Area
5,618		58.56% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment PR-1B: Parking Lot

Hydrograph



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Summary for Subcatchment PR-2A: DP-2 - South St

Runoff = 0.15 cfs @ 12.14 hrs, Volume= 430 cf, Depth> 0.61"

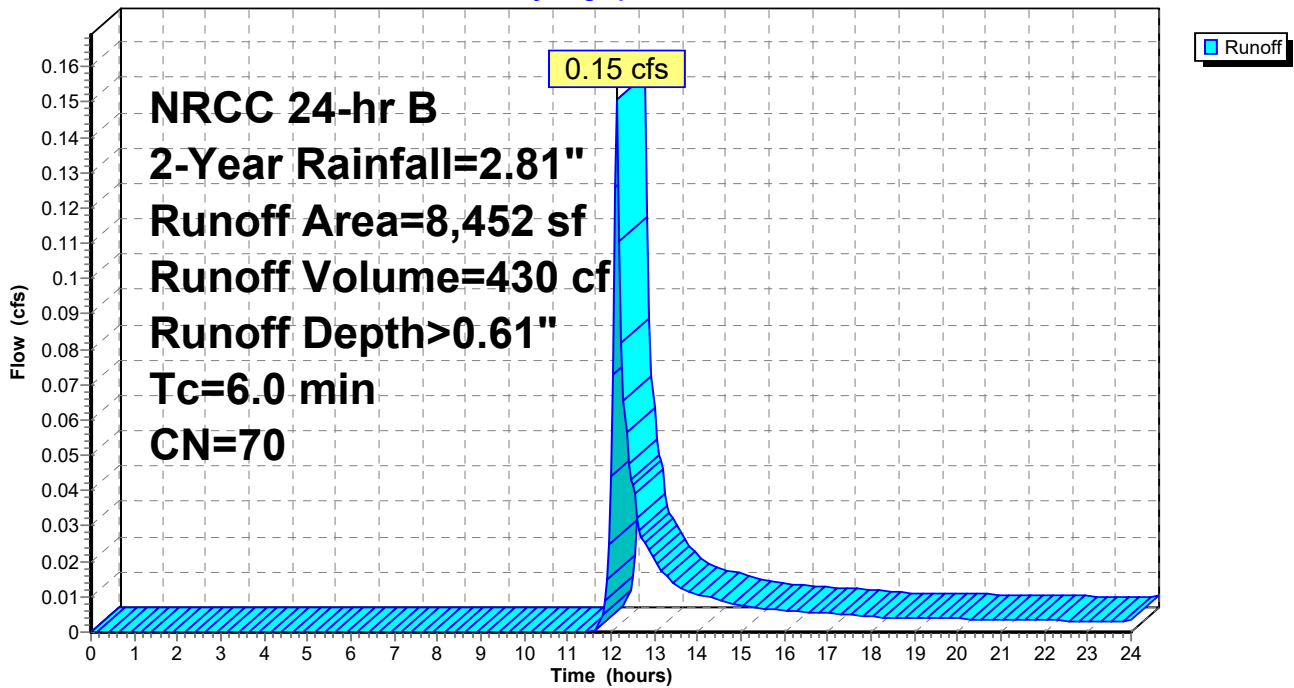
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
 NRCC 24-hr B 2-Year Rainfall=2.81"

Area (sf)	CN	Description
4,267	98	Paved parking, HSG A
166	98	Paved parking, HSG A
4,019	39	>75% Grass cover, Good, HSG A
8,452	70	Weighted Average
4,019		47.55% Pervious Area
4,433		52.45% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment PR-2A: DP-2 - South St

Hydrograph



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Summary for Subcatchment PR-3: DP-3 - Offsite

Runoff = 0.00 cfs @ 0.00 hrs, Volume= 0 cf, Depth= 0.00"

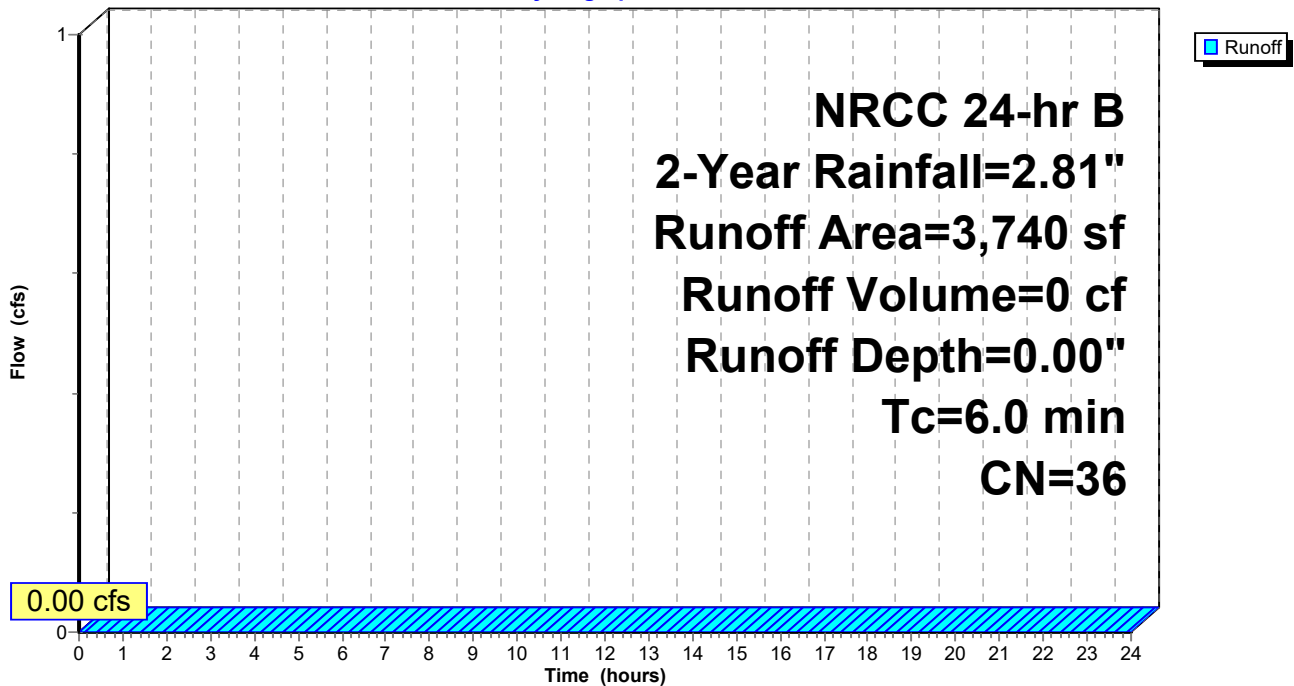
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
NRCC 24-hr B 2-Year Rainfall=2.81"

Area (sf)	CN	Description
2,107	30	Woods, Good, HSG A
150	98	Paved parking, HSG A
1,483	39	>75% Grass cover, Good, HSG A
3,740	36	Weighted Average
3,590		95.99% Pervious Area
150		4.01% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment PR-3: DP-3 - Offsite

Hydrograph



Proposed Conditions

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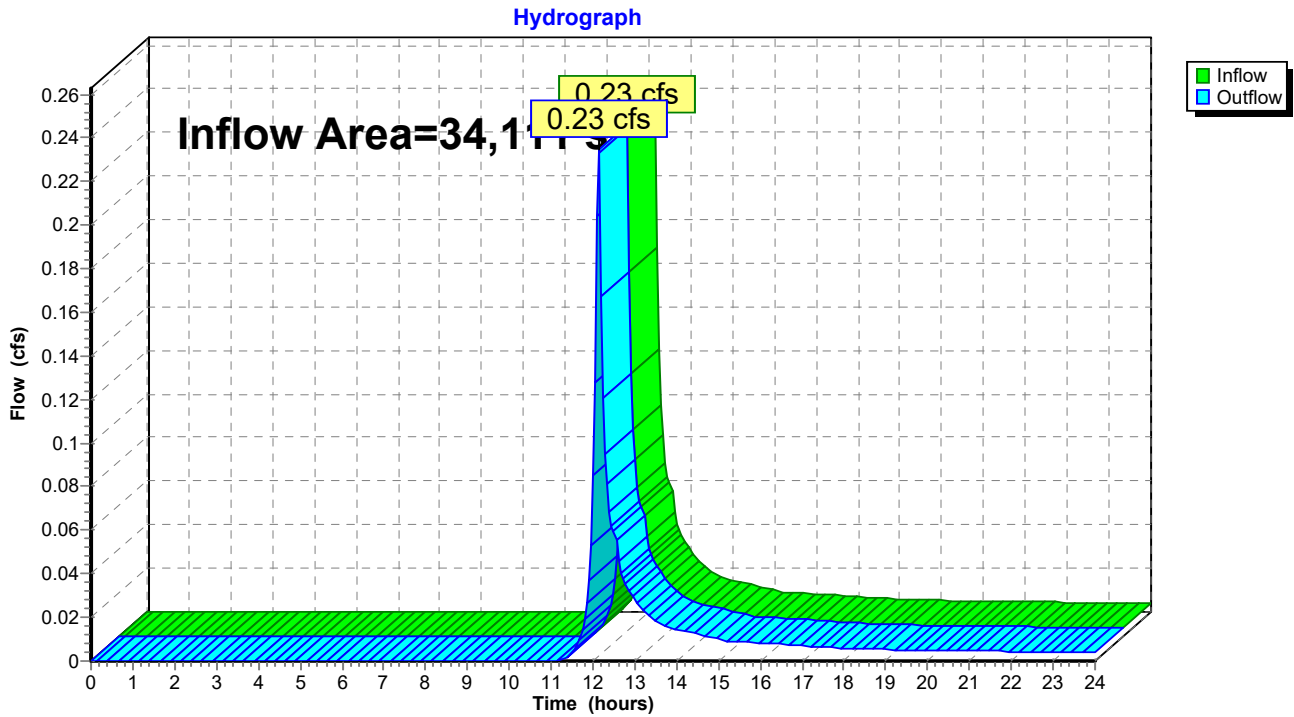
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Summary for Reach DP-1: Existing Drain Pipe

Inflow Area = 34,111 sf, 47.90% Impervious, Inflow Depth > 0.22" for 2-Year event
Inflow = 0.23 cfs @ 12.14 hrs, Volume= 630 cf
Outflow = 0.23 cfs @ 12.14 hrs, Volume= 630 cf, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs

Reach DP-1: Existing Drain Pipe



Proposed Conditions

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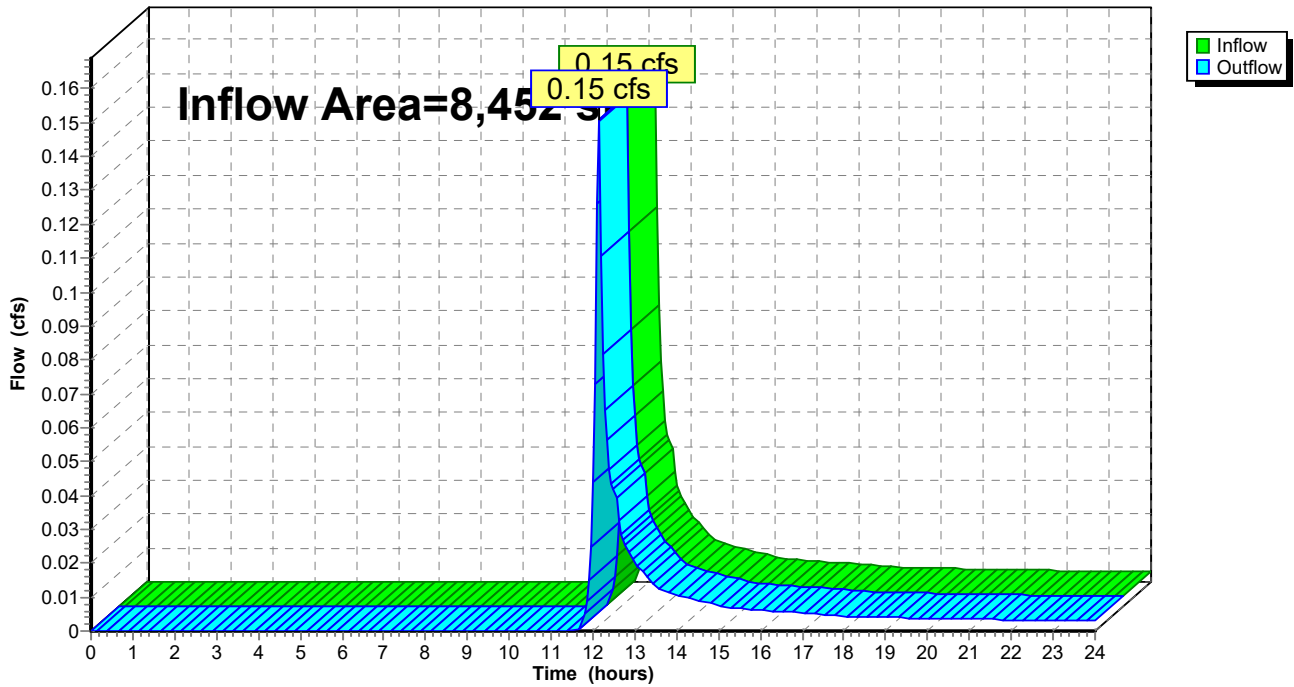
Summary for Reach DP-2: South St

Inflow Area = 8,452 sf, 52.45% Impervious, Inflow Depth > 0.61" for 2-Year event
Inflow = 0.15 cfs @ 12.14 hrs, Volume= 430 cf
Outflow = 0.15 cfs @ 12.14 hrs, Volume= 430 cf, Atten=0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs

Reach DP-2: South St

Hydrograph



Proposed Conditions

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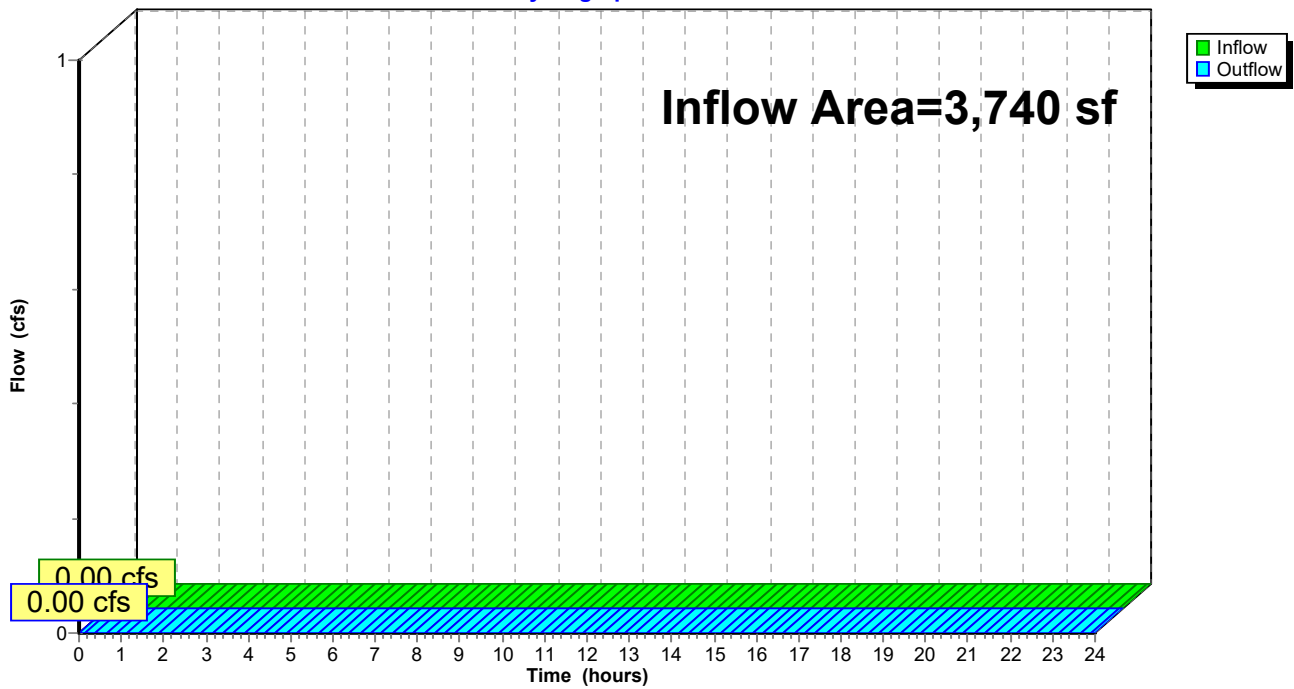
Summary for Reach DP-3: Off-Site

Inflow Area = 3,740 sf, 4.01% Impervious, Inflow Depth = 0.00" for 2-Year event
Inflow = 0.00 cfs @ 0.00 hrs, Volume= 0 cf
Outflow = 0.00 cfs @ 0.00 hrs, Volume= 0 cf, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs

Reach DP-3: Off-Site

Hydrograph



Proposed Conditions

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NRCC 24-hr B 2-Year Rainfall=2.81"

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Summary for Pond 1P: Underground Recharge

Inflow Area = 24,518 sf, 43.73% Impervious, Inflow Depth > 0.39" for 2-Year event
Inflow = 0.22 cfs @ 12.15 hrs, Volume= 792 cf
Outflow = 0.04 cfs @ 13.02 hrs, Volume= 789 cf, Atten= 82%, Lag= 51.9 min
Discarded = 0.04 cfs @ 13.02 hrs, Volume= 789 cf
Primary = 0.00 cfs @ 0.00 hrs, Volume= 0 cf

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs / 2
Peak Elev= 41.79' @ 13.02 hrs Surf.Area= 1,519 sf Storage= 178 cf

Plug-Flow detention time= 34.0 min calculated for 789 cf (100% of inflow)
Center-of-Mass det. time= 32.3 min (943.5 - 911.2)

Volume	Invert	Avail.Storage	Storage Description
#1A	41.50'	969 cf	22.83'W x 66.55'L x 2.00'H Field A 3,039 cf Overall - 615 cf Embedded = 2,424 cf x 40.0% Voids
#2A	42.00'	615 cf	ADS StormTech SC-160LP +Cap x 90 Inside #1 Effective Size= 18.0"W x 12.0"H => 0.96 sf x 7.12'L = 6.8 cf Overall Size= 25.0"W x 12.0"H x 7.56'L with 0.44' Overlap 90 Chambers in 10 Rows
		1,585 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices
#1	Discarded	41.50'	1.020 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 39.50'
#2	Primary	40.00'	12.0" Round Culvert X 2.00 L= 150.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 40.00' / 36.00' S= 0.0267 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 0.79 sf
#3	Device 2	42.15'	4.0" Vert. Orifice/Grate C= 0.600
#4	Device 2	42.30'	4.0" Vert. Orifice/Grate X 2.00 C= 0.600
#5	Device 2	43.25'	4.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s) 1.0' Crest Height

Discarded OutFlow Max=0.04 cfs @ 13.02 hrs HW=41.79' (Free Discharge)

↑1=Exfiltration (Controls 0.04 cfs)

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=41.50' (Free Discharge)

↑2=Culvert (Passes 0.00 cfs of 7.56 cfs potential flow)

↑3=Orifice/Grate (Controls 0.00 cfs)

↑4=Orifice/Grate (Controls 0.00 cfs)

↑5=Sharp-Crested Rectangular Weir (Controls 0.00 cfs)

Proposed Conditions

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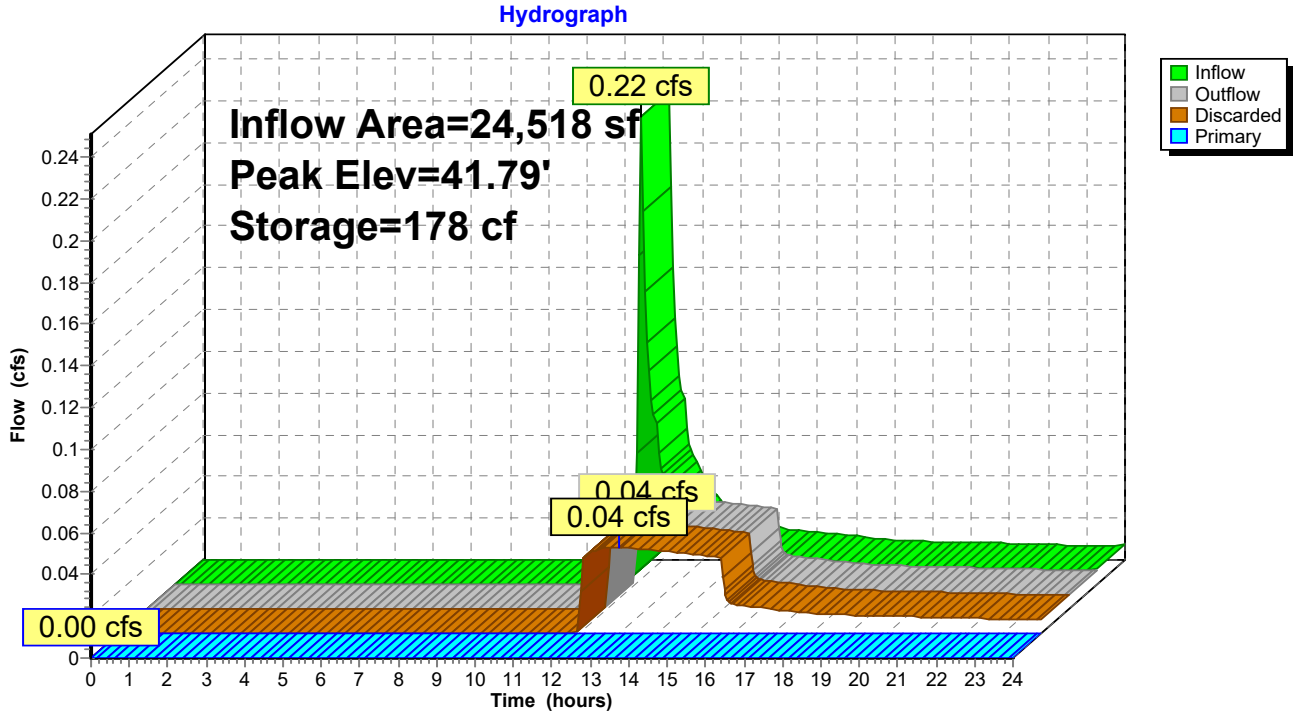
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Pond 1P: Underground Recharge



Proposed Conditions

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NRCC 24-hr B 10-Year Rainfall=4.09"

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Summary for Subcatchment PR-1A: Drive thru

Runoff = 0.76 cfs @ 12.14 hrs, Volume= 2,087 cf, Depth> 1.02"

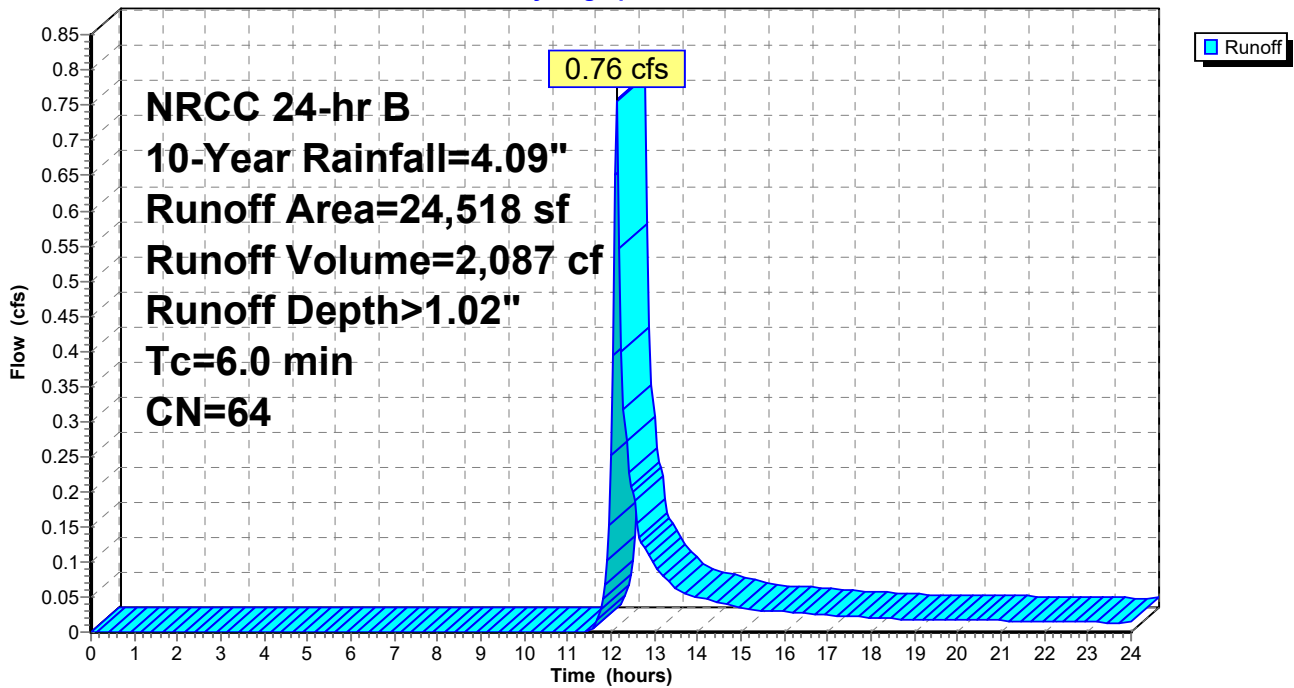
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
NRCC 24-hr B 10-Year Rainfall=4.09"

Area (sf)	CN	Description
10,722	98	Paved parking, HSG A
10,985	39	>75% Grass cover, Good, HSG A
2,811	30	Woods, Good, HSG A
24,518	64	Weighted Average
13,796		56.27% Pervious Area
10,722		43.73% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment PR-1A: Drive thru

Hydrograph



Proposed Conditions

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Summary for Subcatchment PR-1B: Parking Lot

Runoff = 0.51 cfs @ 12.14 hrs, Volume= 1,327 cf, Depth> 1.66"

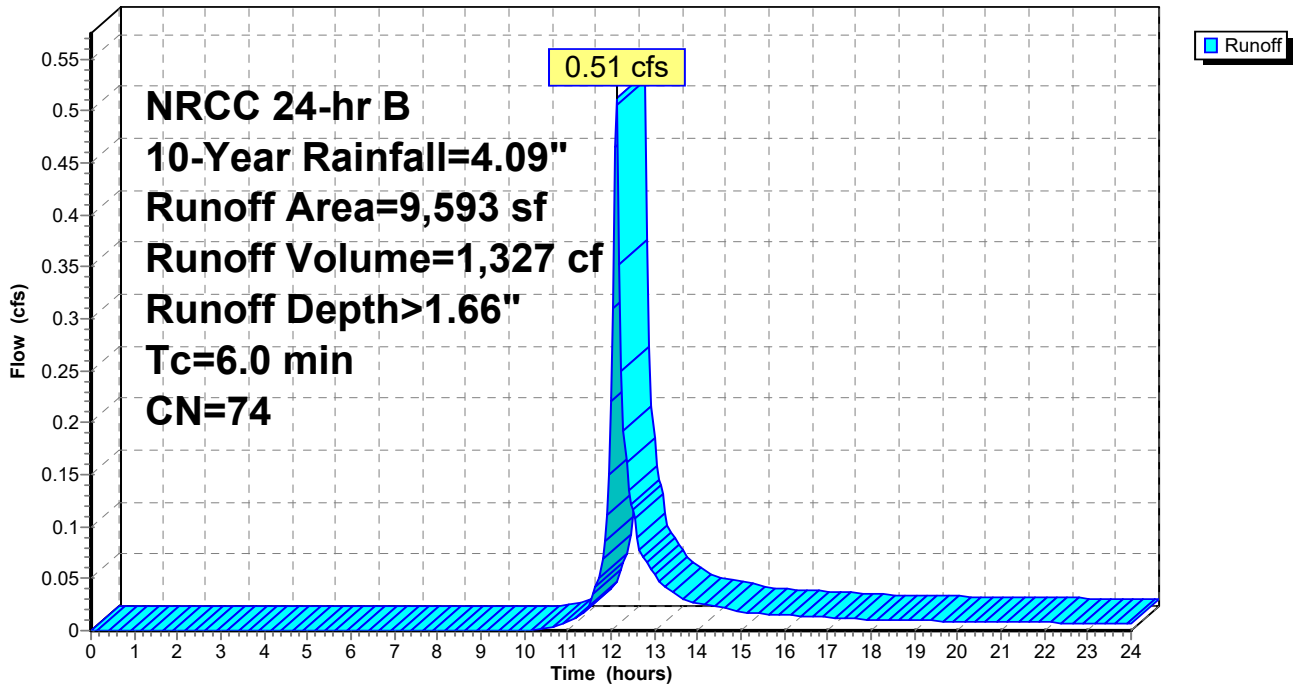
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
NRCC 24-hr B 10-Year Rainfall=4.09"

Area (sf)	CN	Description
5,618	98	Paved parking, HSG A
2,282	39	>75% Grass cover, Good, HSG A
1,316	39	>75% Grass cover, Good, HSG A
377	39	>75% Grass cover, Good, HSG A
9,593	74	Weighted Average
3,975		41.44% Pervious Area
5,618		58.56% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment PR-1B: Parking Lot

Hydrograph



Proposed Conditions

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Summary for Subcatchment PR-2A: DP-2 - South St

Runoff = 0.37 cfs @ 12.14 hrs, Volume= 978 cf, Depth> 1.39"

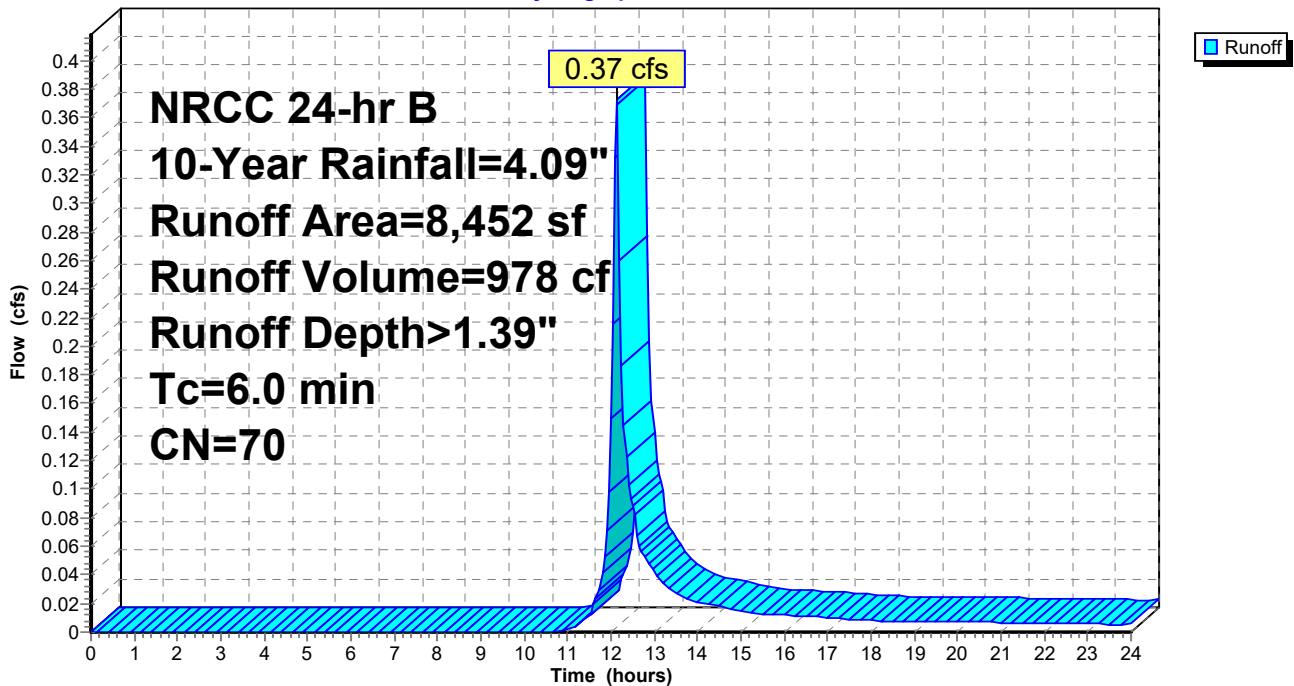
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
NRCC 24-hr B 10-Year Rainfall=4.09"

Area (sf)	CN	Description
4,267	98	Paved parking, HSG A
166	98	Paved parking, HSG A
4,019	39	>75% Grass cover, Good, HSG A
8,452	70	Weighted Average
4,019		47.55% Pervious Area
4,433		52.45% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment PR-2A: DP-2 - South St

Hydrograph



Proposed Conditions

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Summary for Subcatchment PR-3: DP-3 - Offsite

Runoff = 0.00 cfs @ 24.00 hrs, Volume= 5 cf, Depth> 0.02"

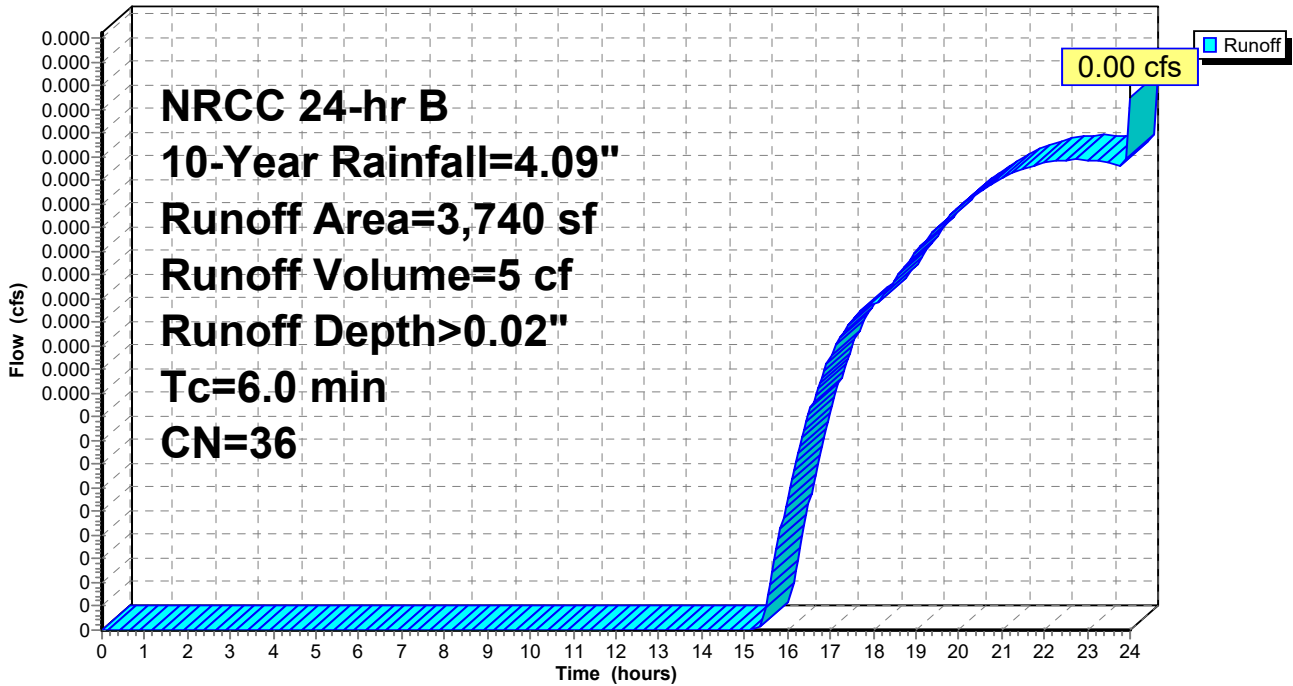
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
NRCC 24-hr B 10-Year Rainfall=4.09"

Area (sf)	CN	Description
2,107	30	Woods, Good, HSG A
150	98	Paved parking, HSG A
1,483	39	>75% Grass cover, Good, HSG A
3,740	36	Weighted Average
3,590		95.99% Pervious Area
150		4.01% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment PR-3: DP-3 - Offsite

Hydrograph



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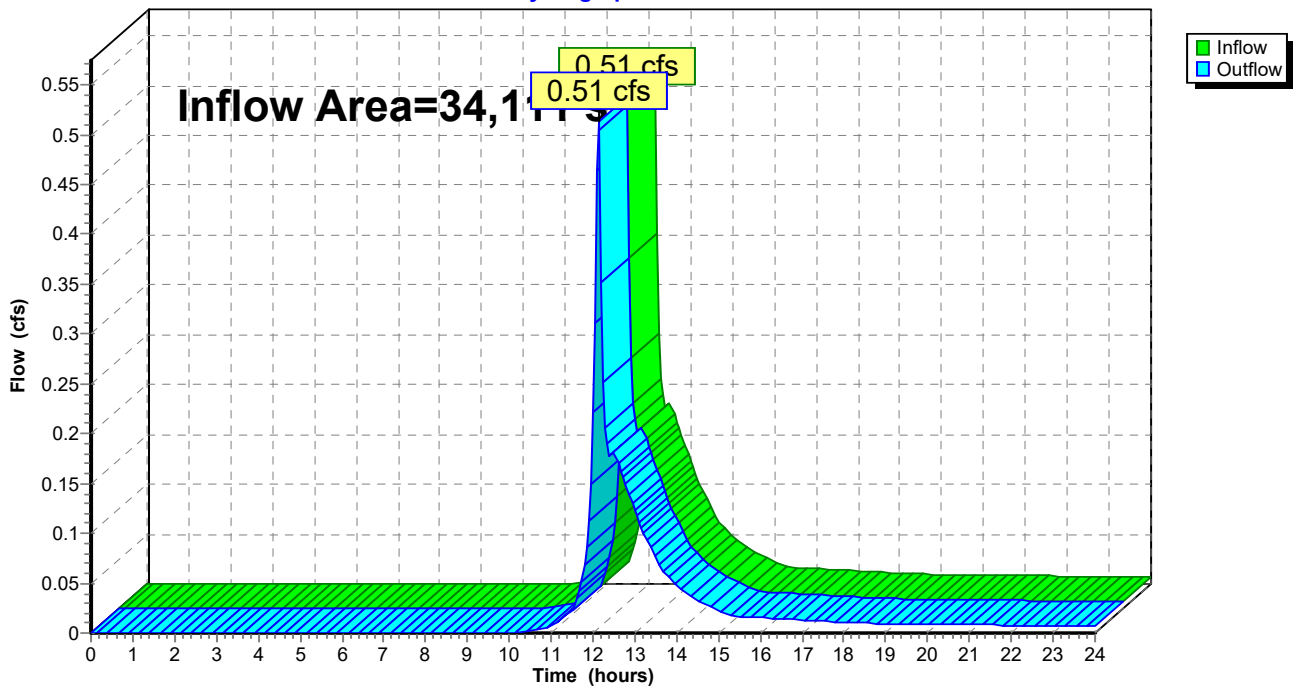
Summary for Reach DP-1: Existing Drain Pipe

Inflow Area = 34,111 sf, 47.90% Impervious, Inflow Depth > 0.60" for 10-Year event
Inflow = 0.51 cfs @ 12.14 hrs, Volume= 1,692 cf
Outflow = 0.51 cfs @ 12.14 hrs, Volume= 1,692 cf, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs

Reach DP-1: Existing Drain Pipe

Hydrograph



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NRCC 24-hr B 10-Year Rainfall=4.09"

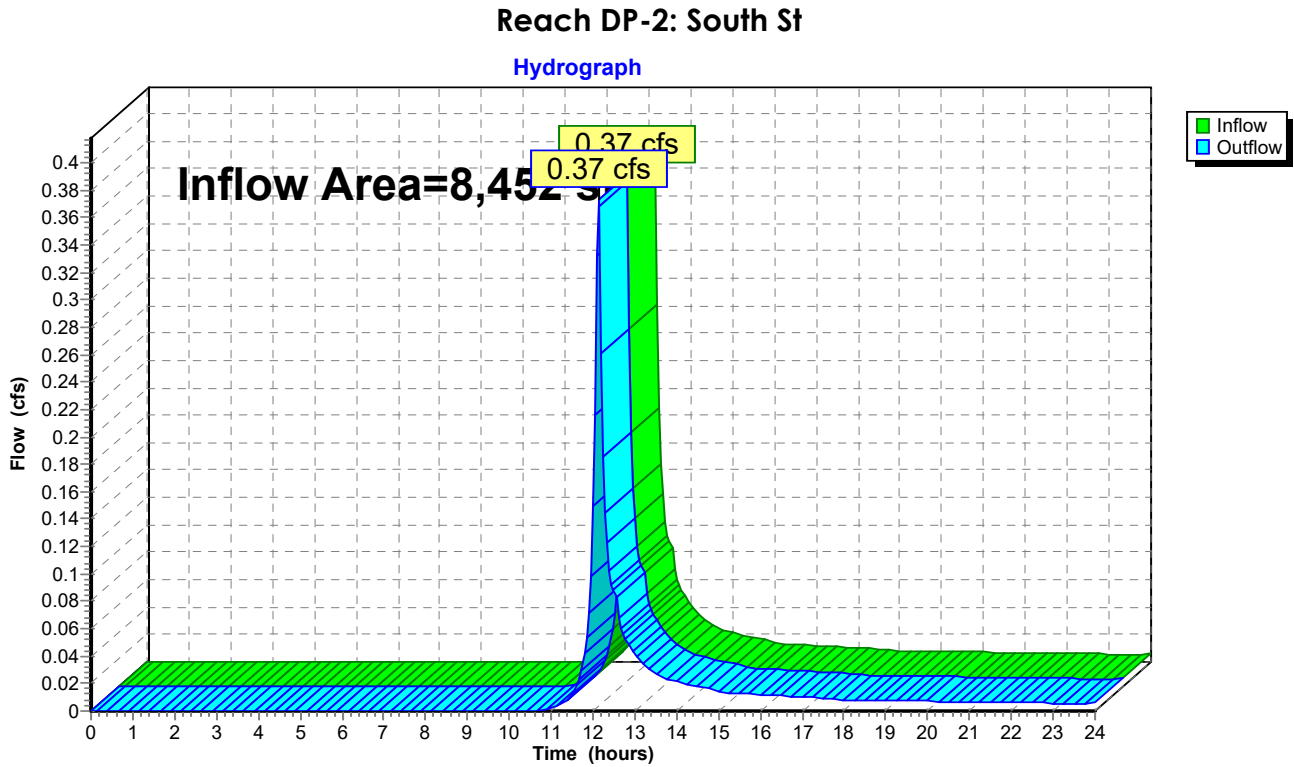
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Summary for Reach DP-2: South St

Inflow Area = 8,452 sf, 52.45% Impervious, Inflow Depth > 1.39" for 10-Year event
Inflow = 0.37 cfs @ 12.14 hrs, Volume= 978 cf
Outflow = 0.37 cfs @ 12.14 hrs, Volume= 978 cf, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs



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NRCC 24-hr B 10-Year Rainfall=4.09"

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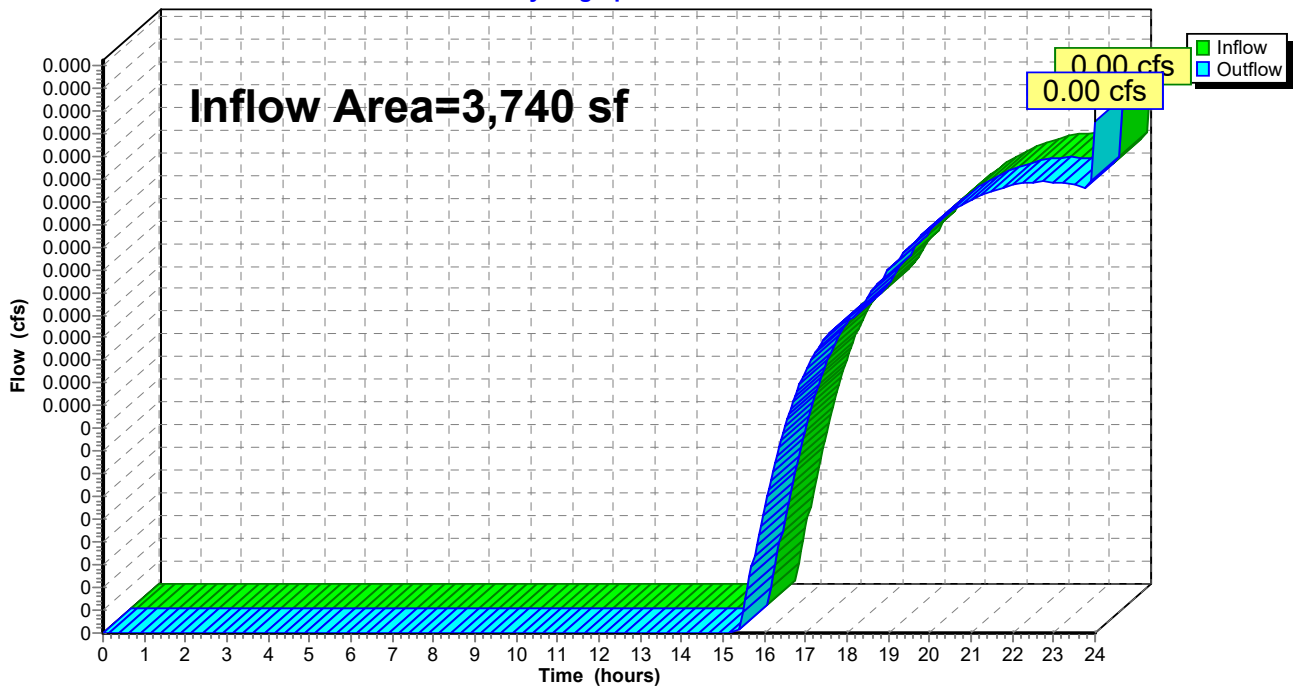
Summary for Reach DP-3: Off-Site

Inflow Area = 3,740 sf, 4.01% Impervious, Inflow Depth > 0.02" for 10-Year event
Inflow = 0.00 cfs @ 24.00 hrs, Volume= 5 cf
Outflow = 0.00 cfs @ 24.00 hrs, Volume= 5 cf, Atten=0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs

Reach DP-3: Off-Site

Hydrograph



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Summary for Pond 1P: Underground Recharge

Inflow Area = 24,518 sf, 43.73% Impervious, Inflow Depth > 1.02" for 10-Year event
Inflow = 0.76 cfs @ 12.14 hrs, Volume= 2,087 cf
Outflow = 0.14 cfs @ 12.66 hrs, Volume= 2,083 cf, Atten= 82%, Lag= 31.1 min
Discarded = 0.05 cfs @ 12.66 hrs, Volume= 1,718 cf
Primary = 0.08 cfs @ 12.66 hrs, Volume= 365 cf

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs / 2
Peak Elev= 42.34' @ 12.66 hrs Surf.Area= 1,519 sf Storage= 695 cf

Plug-Flow detention time= 102.8 min calculated for 2,083 cf (100% of inflow)
Center-of-Mass det. time= 101.6 min (976.0 - 874.4)

Volume	Invert	Avail.Storage	Storage Description
#1A	41.50'	969 cf	22.83'W x 66.55'L x 2.00'H Field A 3,039 cf Overall - 615 cf Embedded = 2,424 cf x 40.0% Voids
#2A	42.00'	615 cf	ADS StormTech SC-160LP +Cap x 90 Inside #1 Effective Size= 18.0"W x 12.0"H => 0.96 sf x 7.12'L = 6.8 cf Overall Size= 25.0"W x 12.0"H x 7.56'L with 0.44' Overlap 90 Chambers in 10 Rows
		1,585 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices
#1	Discarded	41.50'	1.020 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 39.50'
#2	Primary	40.00'	12.0" Round Culvert X 2.00 L= 150.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 40.00' / 36.00' S= 0.0267 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 0.79 sf
#3	Device 2	42.15'	4.0" Vert. Orifice/Grate C= 0.600
#4	Device 2	42.30'	4.0" Vert. Orifice/Grate X 2.00 C= 0.600
#5	Device 2	43.25'	4.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s) 1.0' Crest Height

Discarded OutFlow Max=0.05 cfs @ 12.66 hrs HW=42.34' (Free Discharge)

↑1=Exfiltration (Controls 0.05 cfs)

Primary OutFlow Max=0.08 cfs @ 12.66 hrs HW=42.34' (Free Discharge)

↑2=Culvert (Passes 0.08 cfs of 10.26 cfs potential flow)

↑3=Orifice/Grate (Orifice Controls 0.08 cfs @ 1.48 fps)

↑4=Orifice/Grate (Orifice Controls 0.01 cfs @ 0.68 fps)

↑5=Sharp-Crested Rectangular Weir (Controls 0.00 cfs)

Proposed Conditions

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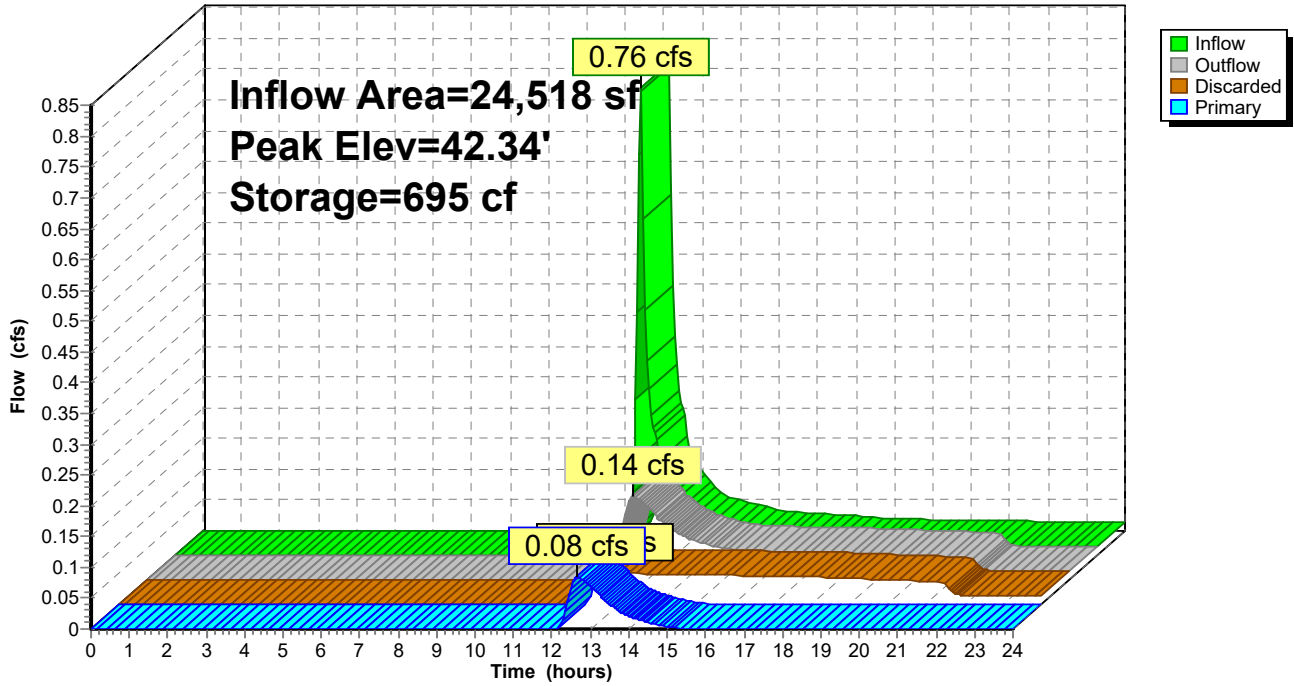
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NRCC 24-hr B 10-Year Rainfall=4.09"

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Pond 1P: Underground Recharge

Hydrograph



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Summary for Subcatchment PR-1A: Drive thru

Runoff = 2.40 cfs @ 12.13 hrs, Volume= 6,186 cf, Depth> 3.03"

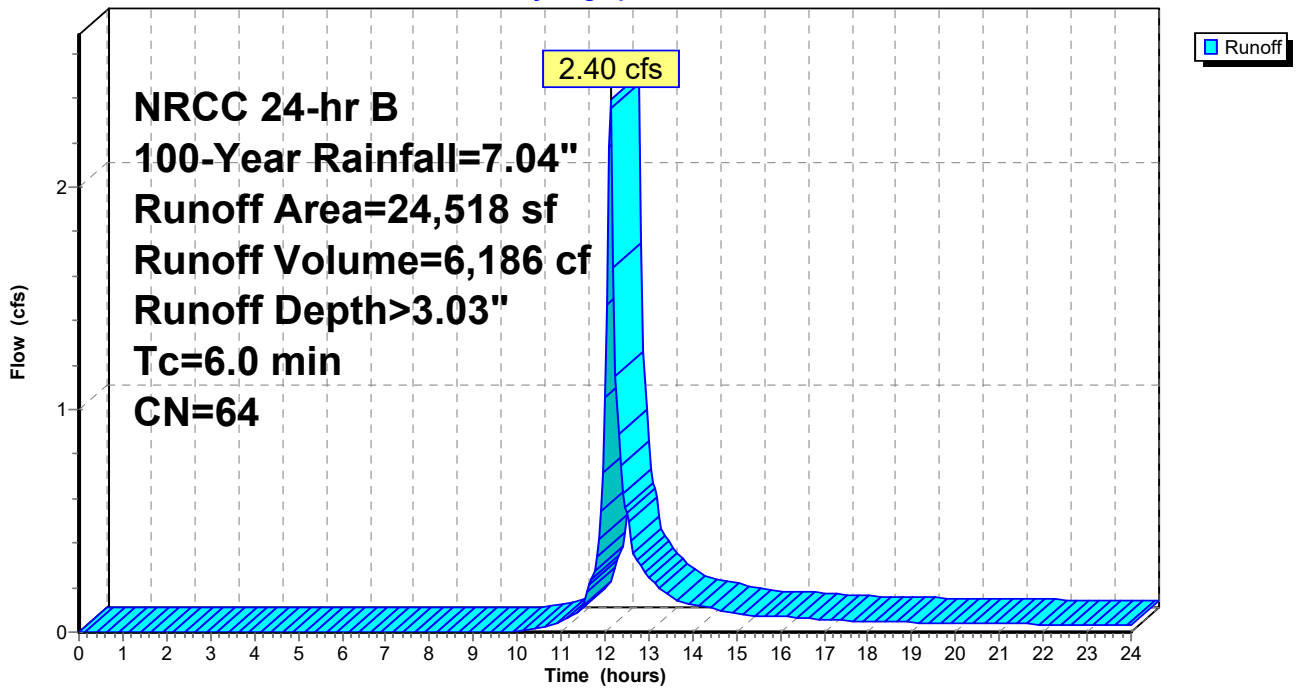
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
NRCC 24-hr B 100-Year Rainfall=7.04"

Area (sf)	CN	Description
10,722	98	Paved parking, HSG A
10,985	39	>75% Grass cover, Good, HSG A
2,811	30	Woods, Good, HSG A
24,518	64	Weighted Average
13,796		56.27% Pervious Area
10,722		43.73% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment PR-1A: Drive thru

Hydrograph



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Summary for Subcatchment PR-1B: Parking Lot

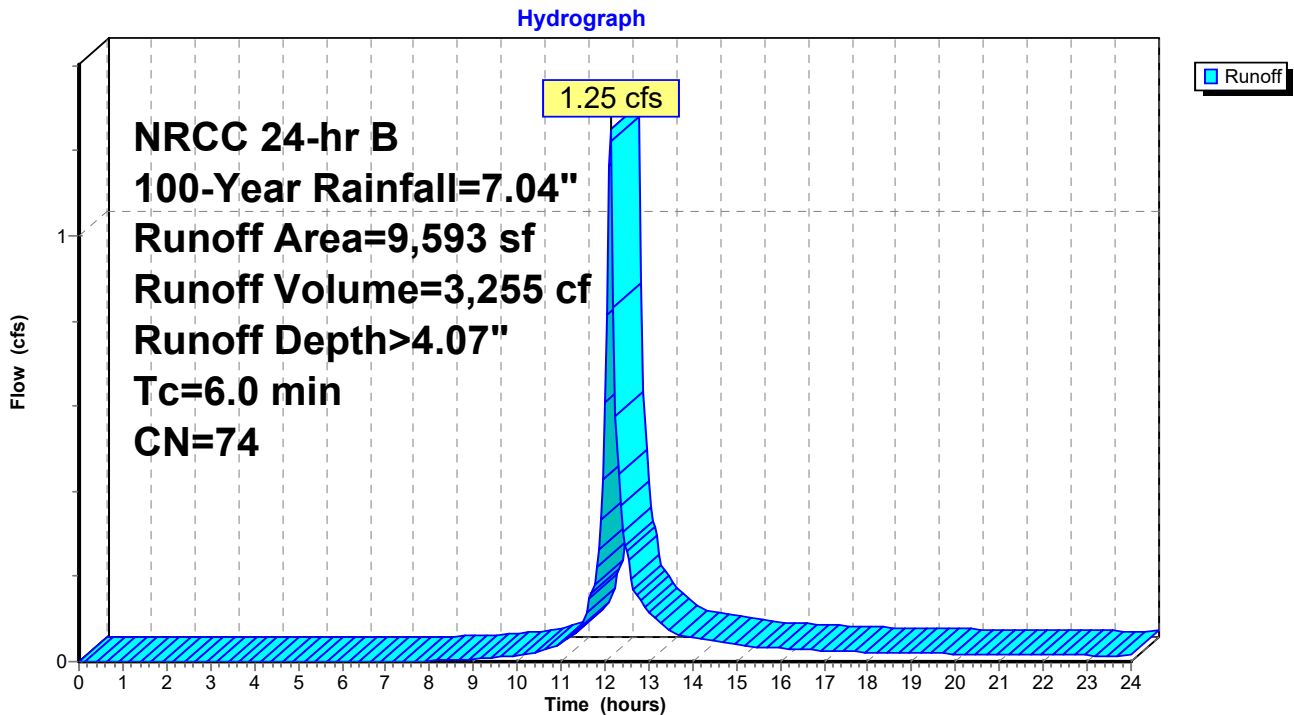
Runoff = 1.25 cfs @ 12.13 hrs, Volume= 3,255 cf, Depth> 4.07"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
NRCC 24-hr B 100-Year Rainfall=7.04"

Area (sf)	CN	Description
5,618	98	Paved parking, HSG A
2,282	39	>75% Grass cover, Good, HSG A
1,316	39	>75% Grass cover, Good, HSG A
377	39	>75% Grass cover, Good, HSG A
9,593	74	Weighted Average
3,975		41.44% Pervious Area
5,618		58.56% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment PR-1B: Parking Lot



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Summary for Subcatchment PR-2A: DP-2 - South St

Runoff = 0.99 cfs @ 12.13 hrs, Volume= 2,569 cf, Depth> 3.65"

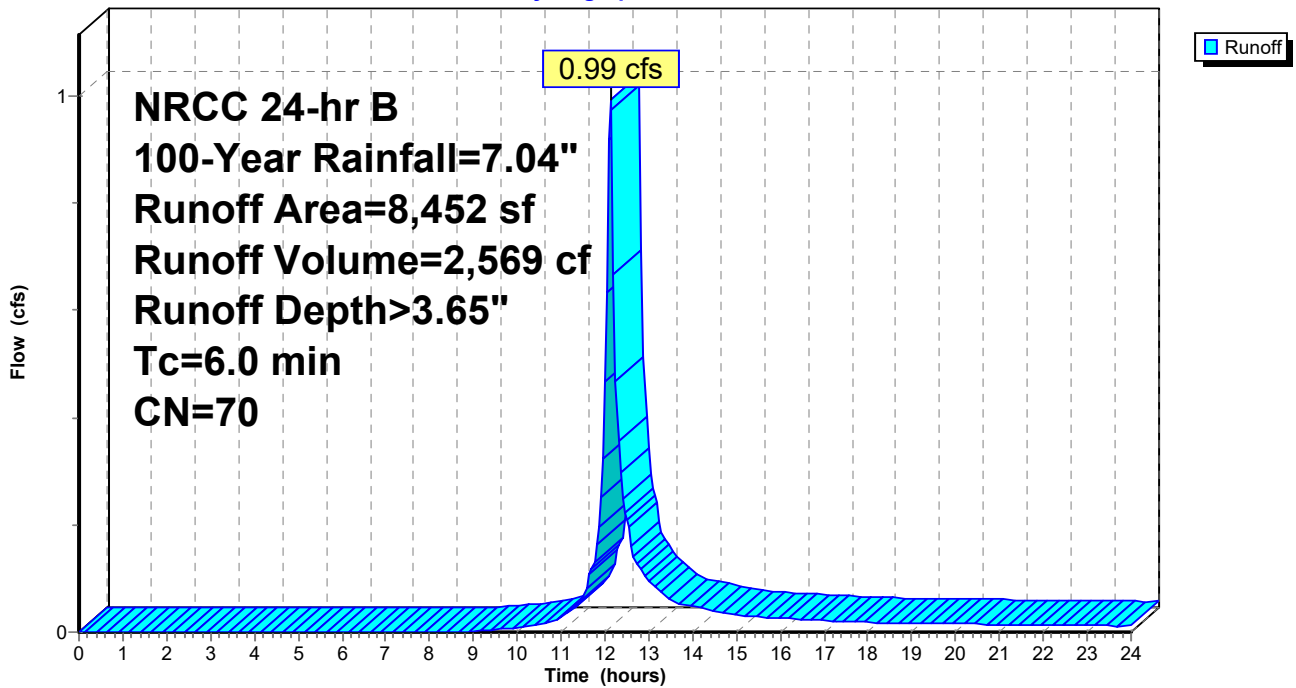
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
NRCC 24-hr B 100-Year Rainfall=7.04"

Area (sf)	CN	Description
4,267	98	Paved parking, HSG A
166	98	Paved parking, HSG A
4,019	39	>75% Grass cover, Good, HSG A
8,452	70	Weighted Average
4,019		47.55% Pervious Area
4,433		52.45% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment PR-2A: DP-2 - South St

Hydrograph



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Summary for Subcatchment PR-3: DP-3 - Offsite

Runoff = 0.02 cfs @ 12.20 hrs, Volume= 177 cf, Depth> 0.57"

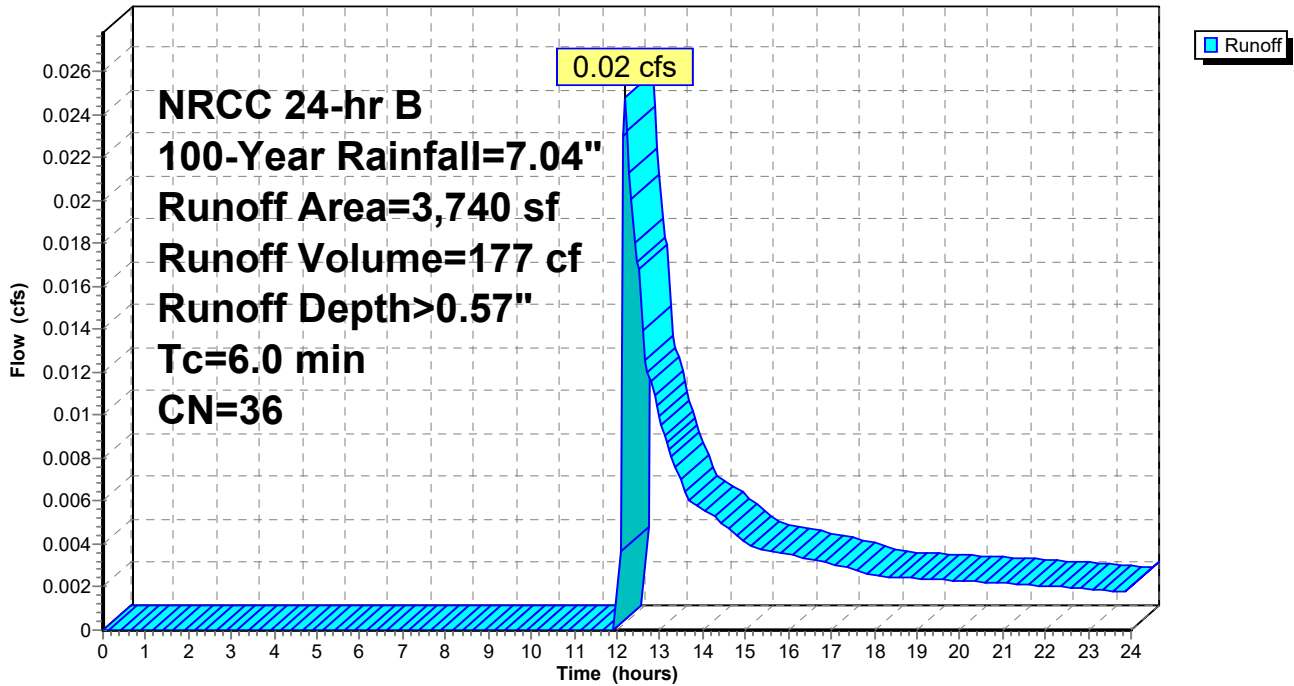
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
NRCC 24-hr B 100-Year Rainfall=7.04"

Area (sf)	CN	Description
2,107	30	Woods, Good, HSG A
150	98	Paved parking, HSG A
1,483	39	>75% Grass cover, Good, HSG A
3,740	36	Weighted Average
3,590		95.99% Pervious Area
150		4.01% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Assumed

Subcatchment PR-3: DP-3 - Offsite

Hydrograph



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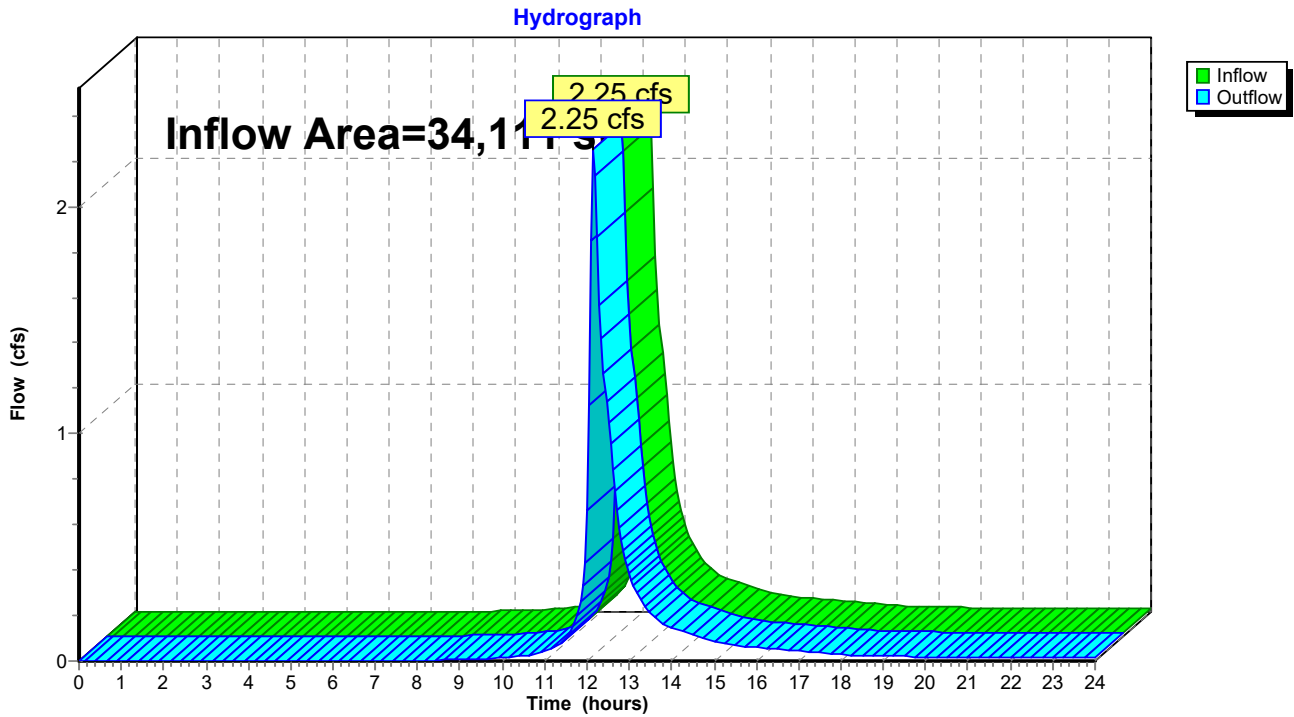
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Summary for Reach DP-1: Existing Drain Pipe

Inflow Area = 34,111 sf, 47.90% Impervious, Inflow Depth > 2.39" for 100-Year event
Inflow = 2.25 cfs @ 12.17 hrs, Volume= 6,789 cf
Outflow = 2.25 cfs @ 12.17 hrs, Volume= 6,789 cf, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs

Reach DP-1: Existing Drain Pipe



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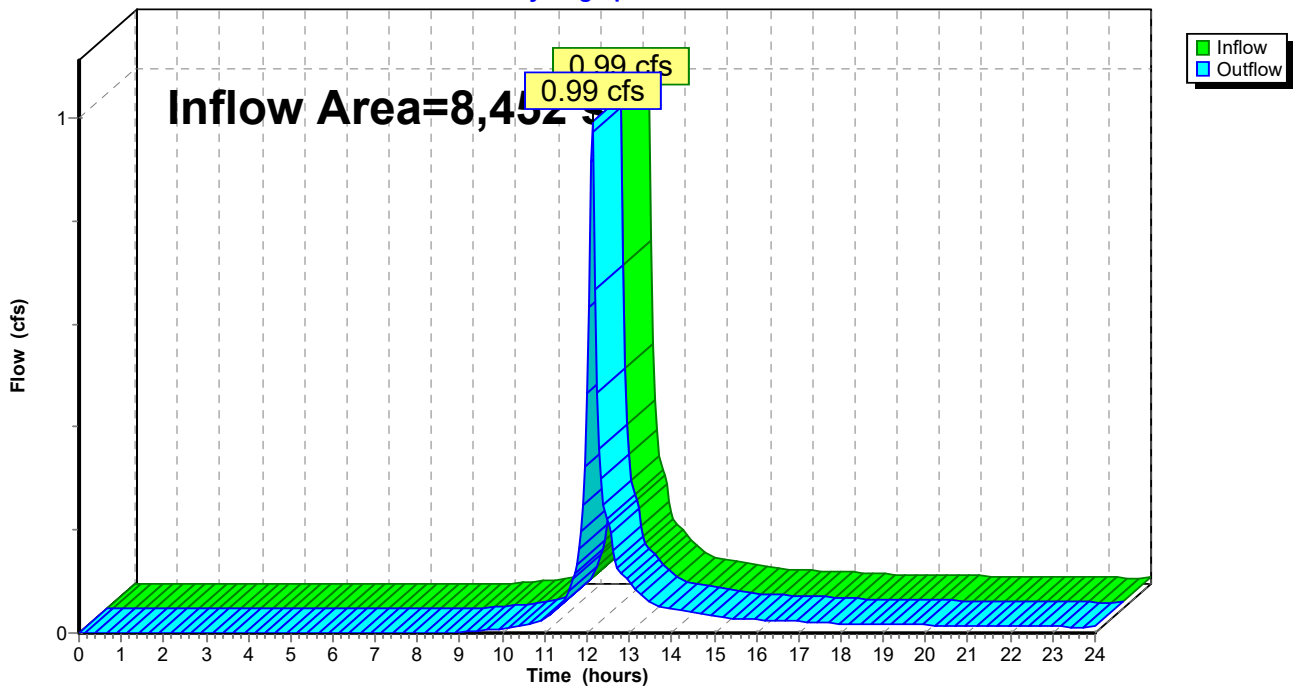
Summary for Reach DP-2: South St

Inflow Area = 8,452 sf, 52.45% Impervious, Inflow Depth > 3.65" for 100-Year event
Inflow = 0.99 cfs @ 12.13 hrs, Volume= 2,569 cf
Outflow = 0.99 cfs @ 12.13 hrs, Volume= 2,569 cf, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs

Reach DP-2: South St

Hydrograph



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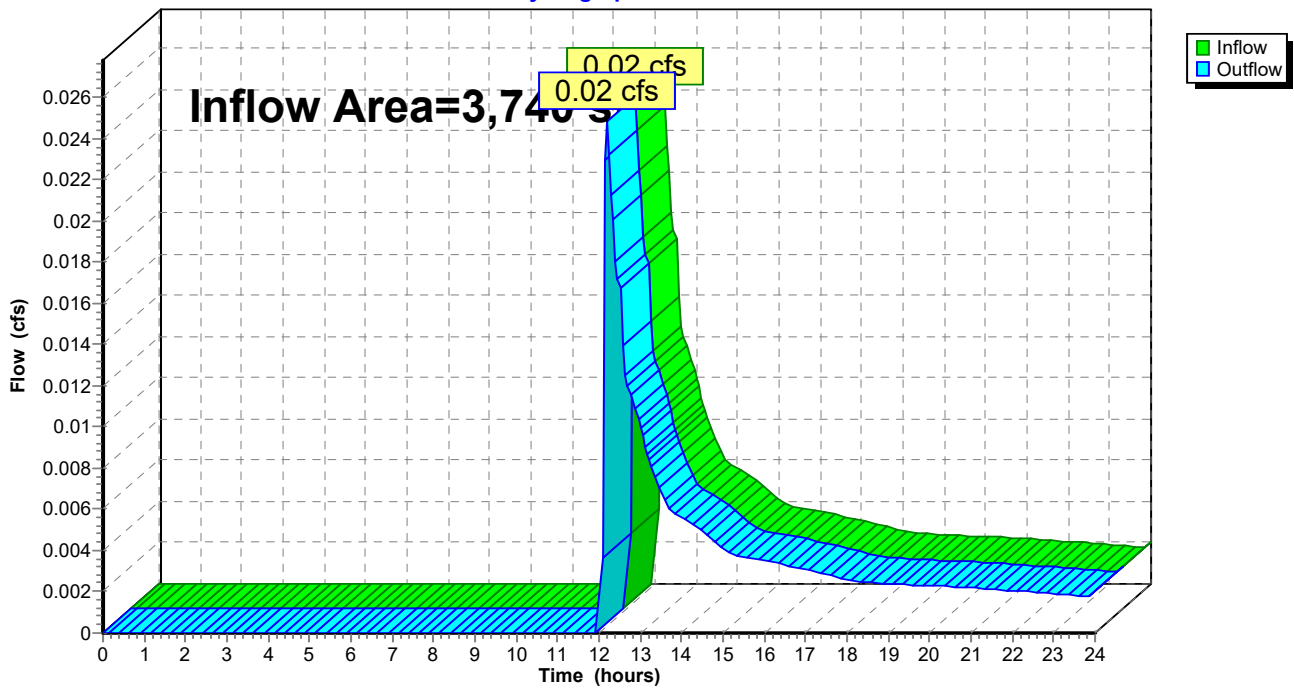
Summary for Reach DP-3: Off-Site

Inflow Area = 3,740 sf, 4.01% Impervious, Inflow Depth > 0.57" for 100-Year event
Inflow = 0.02 cfs @ 12.20 hrs, Volume= 177 cf
Outflow = 0.02 cfs @ 12.20 hrs, Volume= 177 cf, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs

Reach DP-3: Off-Site

Hydrograph



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Summary for Pond 1P: Underground Recharge

Inflow Area = 24,518 sf, 43.73% Impervious, Inflow Depth > 3.03" for 100-Year event
Inflow = 2.40 cfs @ 12.13 hrs, Volume= 6,186 cf
Outflow = 1.40 cfs @ 12.22 hrs, Volume= 5,866 cf, Atten= 42%, Lag= 5.2 min
Discarded = 0.07 cfs @ 12.22 hrs, Volume= 2,332 cf
Primary = 1.33 cfs @ 12.22 hrs, Volume= 3,534 cf

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs / 2
Peak Elev= 43.32' @ 12.22 hrs Surf.Area= 1,519 sf Storage= 1,476 cf

Plug-Flow detention time= 68.2 min calculated for 5,866 cf (95% of inflow)
Center-of-Mass det. time= 40.0 min (881.7 - 841.7)

Volume	Invert	Avail.Storage	Storage Description
#1A	41.50'	969 cf	22.83'W x 66.55'L x 2.00'H Field A 3,039 cf Overall - 615 cf Embedded = 2,424 cf x 40.0% Voids
#2A	42.00'	615 cf	ADS StormTech SC-160LP +Cap x 90 Inside #1 Effective Size= 18.0"W x 12.0"H => 0.96 sf x 7.12'L = 6.8 cf Overall Size= 25.0"W x 12.0"H x 7.56'L with 0.44' Overlap 90 Chambers in 10 Rows
			1,585 cf Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices
#1	Discarded	41.50'	1.020 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 39.50'
#2	Primary	40.00'	12.0" Round Culvert X 2.00 L= 150.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 40.00' / 36.00' S= 0.0267 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 0.79 sf
#3	Device 2	42.15'	4.0" Vert. Orifice/Grate C= 0.600
#4	Device 2	42.30'	4.0" Vert. Orifice/Grate X 2.00 C= 0.600
#5	Device 2	43.25'	4.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s) 1.0' Crest Height

Discarded OutFlow Max=0.07 cfs @ 12.22 hrs HW=43.29' (Free Discharge)

↳ **1=Exfiltration** (Controls 0.07 cfs)

Primary OutFlow Max=1.29 cfs @ 12.22 hrs HW=43.29' (Free Discharge)

↳ **2=Culvert** (Passes 1.29 cfs of 12.64 cfs potential flow)

↳ **3=Orifice/Grate** (Orifice Controls 0.42 cfs @ 4.76 fps)

↳ **4=Orifice/Grate** (Orifice Controls 0.76 cfs @ 4.38 fps)

↳ **5=Sharp-Crested Rectangular Weir** (Weir Controls 0.11 cfs @ 0.68 fps)

Proposed Conditions

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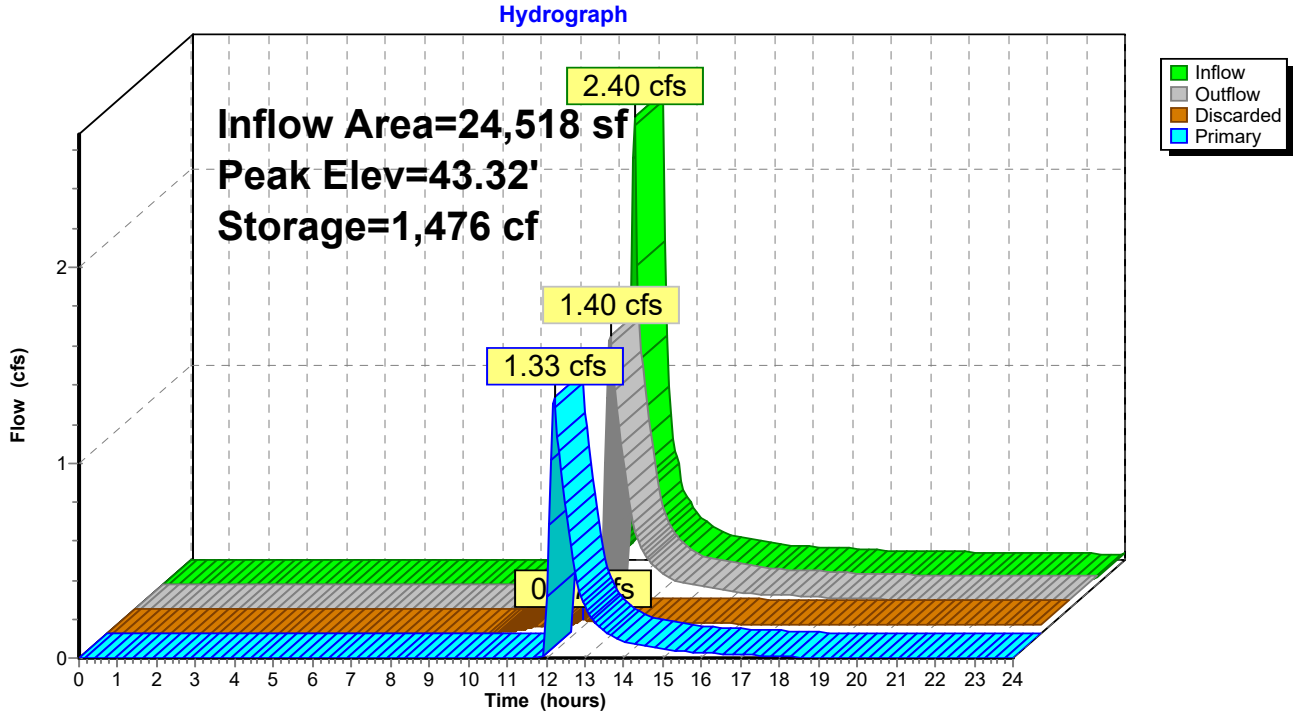
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Pond 1P: Underground Recharge



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Hydrograph for Pond 1P: Underground Recharge

Time (hours)	Inflow (cfs)	Storage (cubic-feet)	Elevation (feet)	Outflow (cfs)	Discarded (cfs)	Primary (cfs)
0.00	0.00	0	41.50	0.00	0.00	0.00
0.50	0.00	0	41.50	0.00	0.00	0.00
1.00	0.00	0	41.50	0.00	0.00	0.00
1.50	0.00	0	41.50	0.00	0.00	0.00
2.00	0.00	0	41.50	0.00	0.00	0.00
2.50	0.00	0	41.50	0.00	0.00	0.00
3.00	0.00	0	41.50	0.00	0.00	0.00
3.50	0.00	0	41.50	0.00	0.00	0.00
4.00	0.00	0	41.50	0.00	0.00	0.00
4.50	0.00	0	41.50	0.00	0.00	0.00
5.00	0.00	0	41.50	0.00	0.00	0.00
5.50	0.00	0	41.50	0.00	0.00	0.00
6.00	0.00	0	41.50	0.00	0.00	0.00
6.50	0.00	0	41.50	0.00	0.00	0.00
7.00	0.00	0	41.50	0.00	0.00	0.00
7.50	0.00	0	41.50	0.00	0.00	0.00
8.00	0.00	0	41.50	0.00	0.00	0.00
8.50	0.00	0	41.50	0.00	0.00	0.00
9.00	0.00	0	41.50	0.00	0.00	0.00
9.50	0.00	0	41.50	0.00	0.00	0.00
10.00	0.00	1	41.50	0.00	0.00	0.00
10.50	0.02	4	41.51	0.01	0.01	0.00
11.00	0.04	12	41.52	0.04	0.04	0.00
11.50	0.12	83	41.64	0.04	0.04	0.00
12.00	1.06	657	42.31	0.11	0.05	0.05
12.50	0.53	1,152	42.81	0.85	0.06	0.79
13.00	0.25	819	42.46	0.32	0.05	0.27
13.50	0.16	740	42.38	0.19	0.05	0.14
14.00	0.12	697	42.34	0.14	0.05	0.09
14.50	0.10	673	42.32	0.12	0.05	0.07
15.00	0.08	648	42.30	0.10	0.05	0.05
15.50	0.07	621	42.27	0.09	0.05	0.04
16.00	0.07	604	42.26	0.08	0.05	0.03
16.50	0.06	589	42.25	0.07	0.05	0.02
17.00	0.06	575	42.23	0.07	0.05	0.02
17.50	0.05	561	42.22	0.06	0.05	0.01
18.00	0.05	544	42.21	0.06	0.05	0.01
18.50	0.04	528	42.19	0.05	0.05	0.00
19.00	0.04	514	42.18	0.05	0.05	0.00
19.50	0.04	501	42.17	0.05	0.05	0.00
20.00	0.04	488	42.16	0.05	0.05	0.00
20.50	0.04	474	42.14	0.05	0.05	0.00
21.00	0.04	458	42.13	0.05	0.05	0.00
21.50	0.04	440	42.12	0.05	0.05	0.00
22.00	0.03	420	42.10	0.05	0.05	0.00
22.50	0.03	399	42.08	0.05	0.05	0.00
23.00	0.03	375	42.06	0.05	0.05	0.00
23.50	0.03	349	42.04	0.05	0.05	0.00
24.00	0.03	323	42.02	0.05	0.05	0.00

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Stage-Area-Storage for Pond 1P: Underground Recharge

Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)	Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)
41.50	1,519	0	42.56	1,519	926
41.52	1,519	12	42.58	1,519	946
41.54	1,519	24	42.60	1,519	966
41.56	1,519	36	42.62	1,519	985
41.58	1,519	49	42.64	1,519	1,004
41.60	1,519	61	42.66	1,519	1,023
41.62	1,519	73	42.68	1,519	1,041
41.64	1,519	85	42.70	1,519	1,059
41.66	1,519	97	42.72	1,519	1,077
41.68	1,519	109	42.74	1,519	1,094
41.70	1,519	122	42.76	1,519	1,111
41.72	1,519	134	42.78	1,519	1,127
41.74	1,519	146	42.80	1,519	1,143
41.76	1,519	158	42.82	1,519	1,159
41.78	1,519	170	42.84	1,519	1,174
41.80	1,519	182	42.86	1,519	1,188
41.82	1,519	194	42.88	1,519	1,203
41.84	1,519	207	42.90	1,519	1,216
41.86	1,519	219	42.92	1,519	1,230
41.88	1,519	231	42.94	1,519	1,243
41.90	1,519	243	42.96	1,519	1,256
41.92	1,519	255	42.98	1,519	1,268
41.94	1,519	267	43.00	1,519	1,281
41.96	1,519	280	43.02	1,519	1,293
41.98	1,519	292	43.04	1,519	1,305
42.00	1,519	304	43.06	1,519	1,317
42.02	1,519	328	43.08	1,519	1,330
42.04	1,519	351	43.10	1,519	1,342
42.06	1,519	375	43.12	1,519	1,354
42.08	1,519	398	43.14	1,519	1,366
42.10	1,519	422	43.16	1,519	1,378
42.12	1,519	445	43.18	1,519	1,390
42.14	1,519	469	43.20	1,519	1,402
42.16	1,519	492	43.22	1,519	1,415
42.18	1,519	515	43.24	1,519	1,427
42.20	1,519	538	43.26	1,519	1,439
42.22	1,519	561	43.28	1,519	1,451
42.24	1,519	583	43.30	1,519	1,463
42.26	1,519	606	43.32	1,519	1,475
42.28	1,519	628	43.34	1,519	1,488
42.30	1,519	651	43.36	1,519	1,500
42.32	1,519	673	43.38	1,519	1,512
42.34	1,519	695	43.40	1,519	1,524
42.36	1,519	717	43.42	1,519	1,536
42.38	1,519	738	43.44	1,519	1,548
42.40	1,519	760	43.46	1,519	1,560
42.42	1,519	781	43.48	1,519	1,573
42.44	1,519	803	43.50	1,519	1,585
42.46	1,519	824			
42.48	1,519	845			
42.50	1,519	865			
42.52	1,519	886			
42.54	1,519	906			

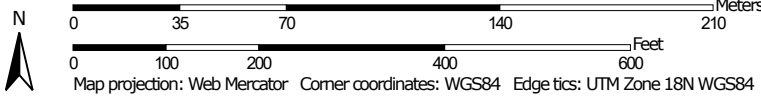
APPENDIX C
NRCS Soils Report

Soil Map—Berkshire County, Massachusetts




Soil Map may not be valid at this scale.

Map Scale: 1:2,480 if printed on A landscape (11" x 8.5") sheet.





MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:25,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Berkshire County, Massachusetts

Survey Area Data: Version 16, Sep 2, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 15, 2021—Nov 8, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
78A	Kendaia silt loam, 0 to 3 percent slopes, extremely stony	0.4	1.3%
108C	Farmington-Rock outcrop complex, 3 to 15 percent slopes	6.9	22.2%
511C	Pittsfield loam, 8 to 15 percent slopes, very stony	0.2	0.6%
511D	Pittsfield loam, 15 to 25 percent slopes, very stony	6.2	20.0%
512B	Pittsfield loam, 3 to 8 percent slopes, extremely stony	11.8	38.0%
602	Urban land	2.4	7.6%
904E	Lyman-Tunbridge association, 15 to 60 percent slopes, extremely stony	3.2	10.3%
Totals for Area of Interest		31.0	100.0%

Berkshire County, Massachusetts

512B—Pittsfield loam, 3 to 8 percent slopes, extremely stony

Map Unit Setting

National map unit symbol: 98vx
Elevation: 0 to 1,000 feet
Mean annual precipitation: 32 to 50 inches
Mean annual air temperature: 45 to 50 degrees F
Frost-free period: 145 to 240 days
Farmland classification: Not prime farmland

Map Unit Composition

Pittsfield and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Pittsfield

Setting

Landform: Drumlinoid ridges
Landform position (two-dimensional): Summit, shoulder
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Friable coarse-loamy eolian deposits over friable, calcareous coarse-loamy basal till derived from limestone

Typical profile

H1 - 0 to 9 inches: loam
H2 - 9 to 32 inches: fine sandy loam
H3 - 32 to 64 inches: gravelly sandy loam

Properties and qualities

Slope: 3 to 8 percent
Surface area covered with cobbles, stones or boulders: 9.0 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Moderate (about 8.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: A

Ecological site: F144BY506ME - Semi-rich Till Slope
Hydric soil rating: No

Minor Components

Amenia

Percent of map unit: 10 percent
Hydric soil rating: No

Kendaia

Percent of map unit: 3 percent
Landform: Depressions
Hydric soil rating: Yes

Farmington

Percent of map unit: 2 percent
Hydric soil rating: No

Data Source Information

Soil Survey Area: Berkshire County, Massachusetts
Survey Area Data: Version 16, Sep 2, 2021

Berkshire County, Massachusetts

602—Urban land

Map Unit Setting

National map unit symbol: 98wd

Mean annual precipitation: 32 to 50 inches

Mean annual air temperature: 45 to 50 degrees F

Farmland classification: Not prime farmland

Map Unit Composition

Urban land: 100 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Data Source Information

Soil Survey Area: Berkshire County, Massachusetts

Survey Area Data: Version 16, Sep 2, 2021

APPENDIX D
TSS Removal Calculations

INSTRUCTIONS:

Non-automated: Mar. 4, 2008

1. Sheet is nonautomated. Print sheet and complete using hand calculations. Column A and B: See MassDEP Structural BMP Table
2. The calculations must be completed using the Column Headings specified in Chart and Not the Excel Column Headings
3. To complete Chart Column D, multiple Column B value within Row x Column C value within Row
4. To complete Chart Column E value, subtract Column D value within Row from Column C within Row
5. Total TSS Removal = Sum All Values in Column D

Location:

TSS Removal Calculation Worksheet

A BMP ¹	B TSS Removal Rate ¹	C Starting TSS Load*	D Amount Removed (B*C)	E Remaining Load (C-D)
WQ Unit	80%	1.00	0.80	0.20
Underground Recharge	80%	0.20	0.16	0.04

Total TSS Removal =

Separate Form Needs to be Completed for Each Outlet or BMP Train

Project:
 Prepared By:
 Date:

*Equals remaining load from previous BMP (E) which enters the BMP

INSTRUCTIONS:

Non-automated: Mar. 4, 2008

1. Sheet is nonautomated. Print sheet and complete using hand calculations. Column A and B: See MassDEP Structural BMP Table
2. The calculations must be completed using the Column Headings specified in Chart and Not the Excel Column Headings
3. To complete Chart Column D, multiple Column B value within Row x Column C value within Row
4. To complete Chart Column E value, subtract Column D value within Row from Column C within Row
5. Total TSS Removal = Sum All Values in Column D

Location:

TSS Removal Calculation Worksheet

A BMP ¹	B TSS Removal Rate ¹	C Starting TSS Load*	D Amount Removed (B*C)	E Remaining Load (C-D)
WQ Unit	80%	1.00	0.80	0.20

Total TSS Removal =

Separate Form Needs to be Completed for Each Outlet or BMP Train

Project:
 Prepared By:
 Date:

*Equals remaining load from previous BMP (E) which enters the BMP

PROJECT:
PROPOSED COFFEE SHOP

1030 SOUTH STREET, PITTSFIELD, MA

PITTSFIELD ASSESSORS PARCEL ID NO. H010001003 and H010001006
 MIDDLE BERKSHIRE REGISTRY BOOK 6503, PAGE 330 and BOOK 6249, PAGE 116

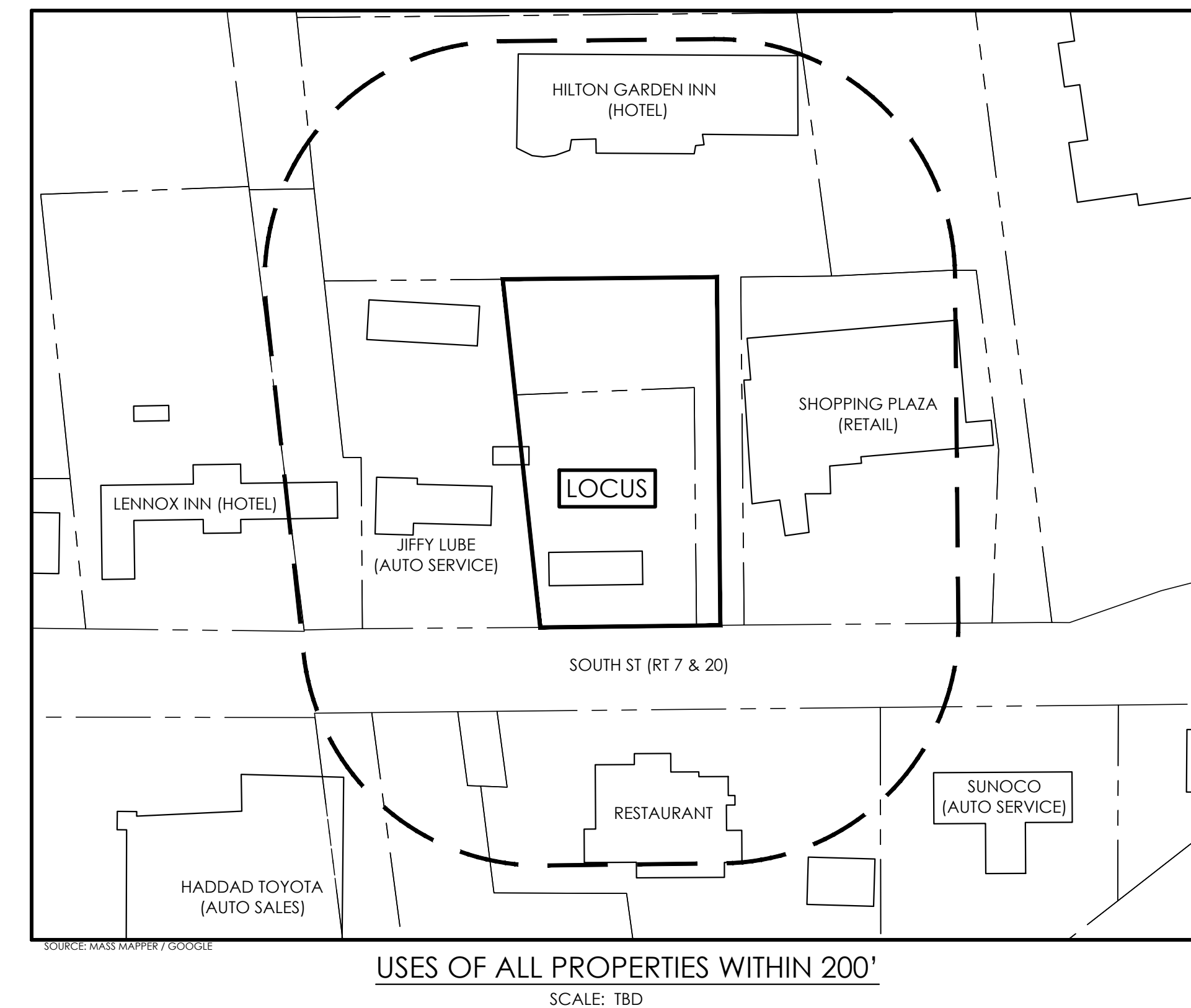
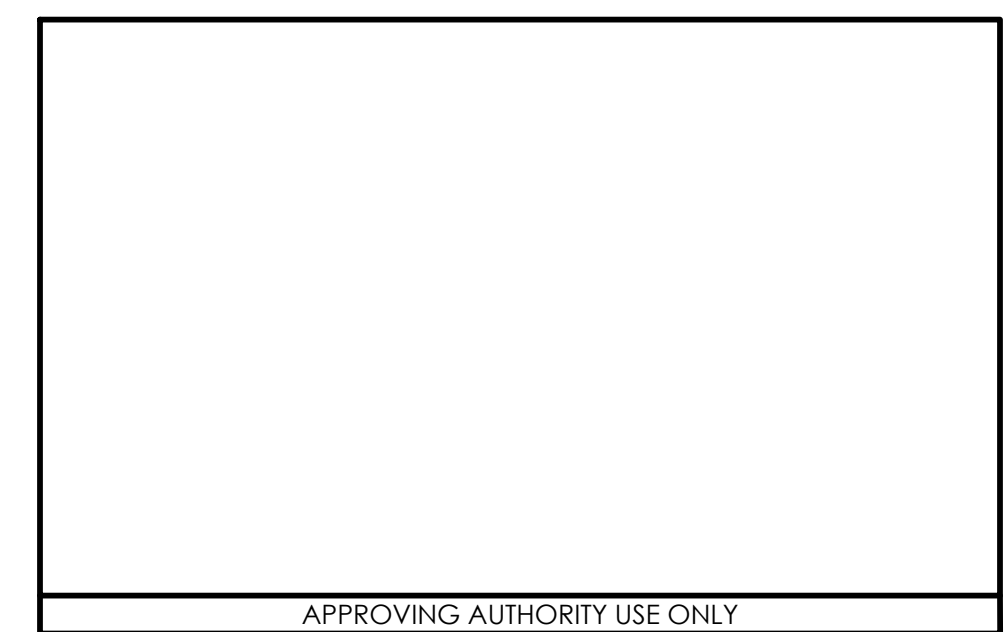
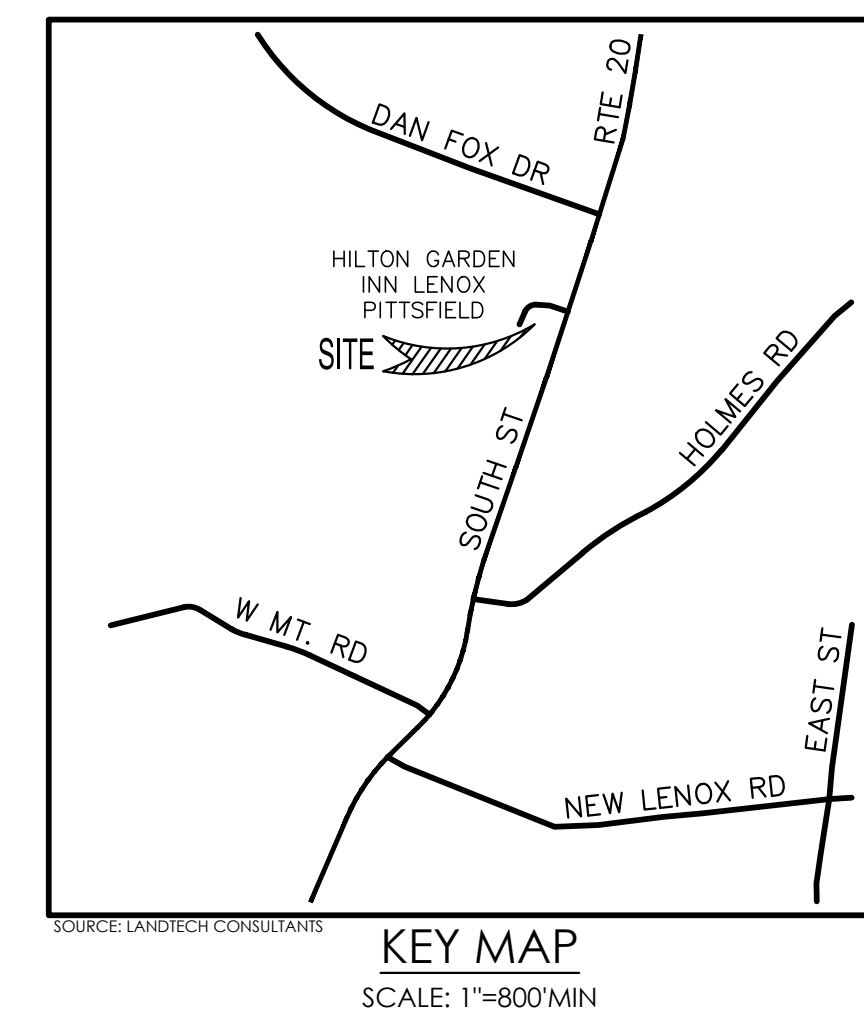
APPLICANT:
JAMSAN HOTEL MANAGEMENT
 85 HARTWELL AVE
 LEXINGTON, MA 02420

DRAWING LIST:

SHEET #	TITLE	DATE
	COVER SHEET	08-16-2022
EX-1	EXISTING CONDITIONS SURVEY	03-07-2022
C100	LAYOUT AND MATERIALS PLANS	08-16-2022
C101	GRADING, DRAINAGE AND UTILITIES PLANS	08-16-2022
C200	SITE DETAILS - SHEET 1	08-16-2022
C202	SITE DETAILS - SHEET 2	08-16-2022
L100	PLANTING PLAN	08-16-2022

ZONING TABLE
 DISTRICT B-G

	REQUIRED	PROPOSED	NOTES
LOT AREA:	N/A	52,347	TOTAL BOTH LOTS
BUILDING GSF	N/A	2,285	
COVERAGE	N/A	6%	
FAR	N/A	4.3	
PARKING:			
1/3 SEATS	23.3	23	
2/3 EMPLOYEES	4.6	5	
TOTAL:	27.9	28	
ADA INCLUDED	2	2	
SETBACKS:			
FRONT:	N/A	62.8'	
SIDE:	N/A	24.0'	
REAR:	N/A	157.0'	
FRONTAGE:	N/A	170'	



APPLICANT
 JAMSAN HOTEL MANAGEMENT
 85 HARTWELL AVE
 LEXINGTON, MA 02420

RECORD OWNERS:
 S&H HOTEL LENOX LLC
 JENICA HOSPITALITY LLC
 JSM HOTELS LENOX LLC
 85 HARTWELL AVE
 LEXINGTON, MA 02420

CIVIL ENGINEER
 PVI SITE DESIGN, LLC
 18 GLENDALE ROAD
 NORWOOD, MA 02062

LAND SURVEYOR
 LANDTECH CONSULTANTS, INC
 515 GROTON ROAD
 WESTFORD, MA 01886

LANDSCAPE ARCHITECT
 RBLA DESIGN LLC
 78 GREENLODGE STREET
 DEDHAM, MA 02026

ISSUED FOR PERMIT: AUGUST 16, 2022



RECORD OWNERS

S&H HOTEL LENOX LLC (45%) &
JENICA HOSPITALITY LLC (45%) &
JSM HOTELS LENOX LLC (10%)
83 HARTWELL AVE
LEXINGTON, MA 02421

ASSESSOR'S REFERENCE

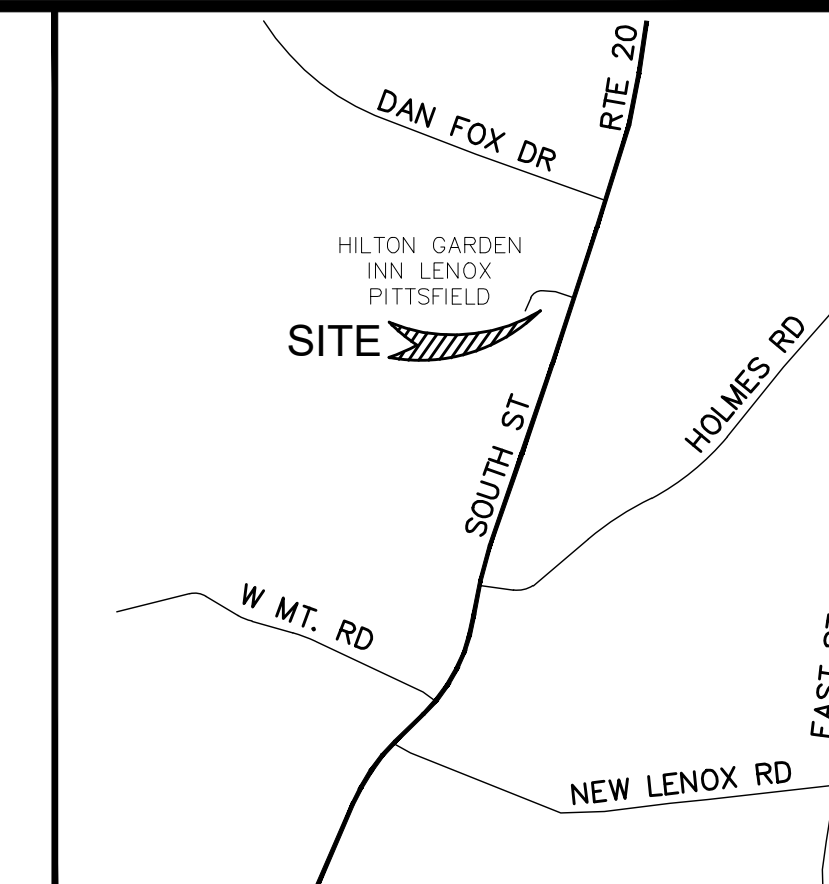
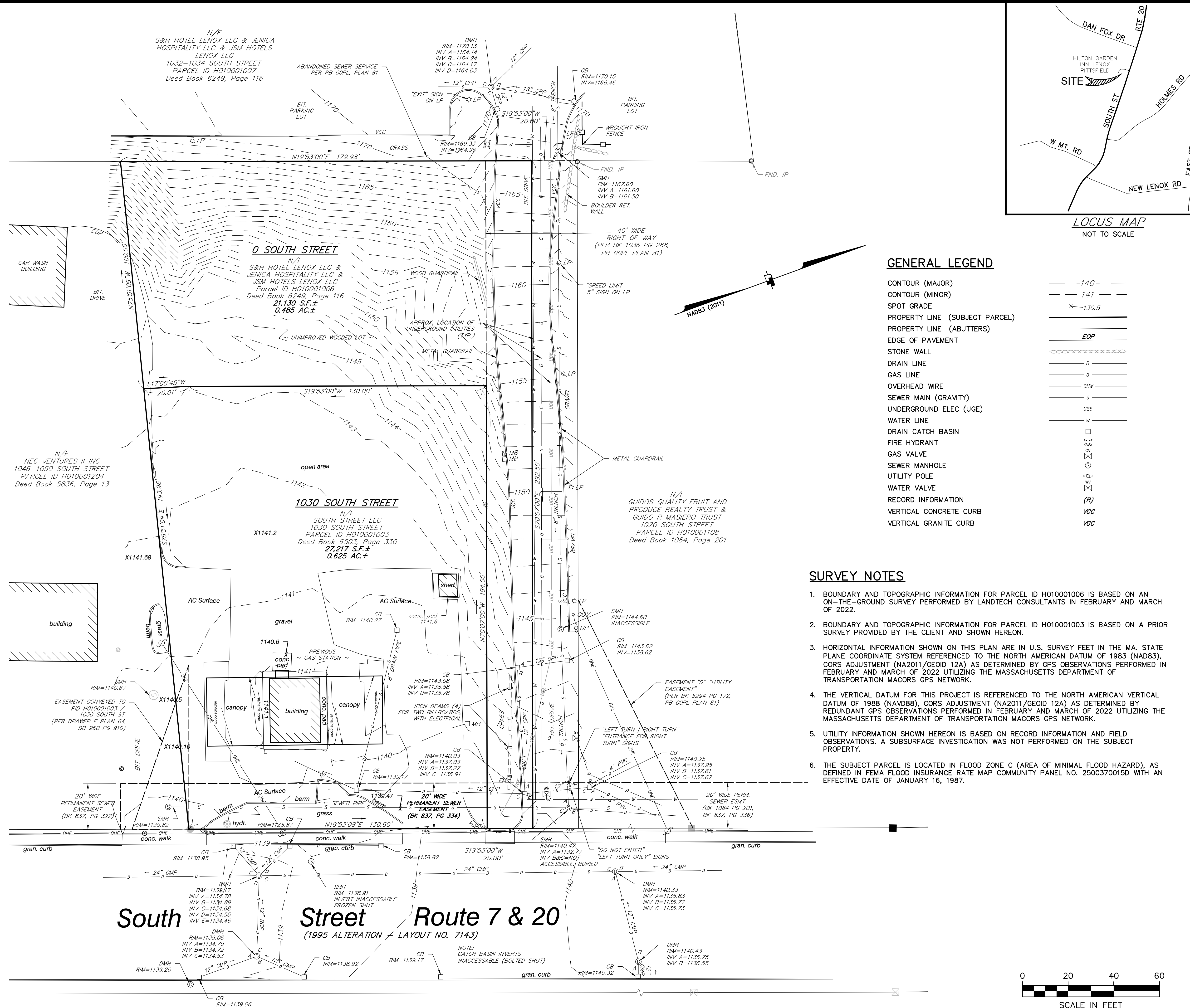
MAP F-179615, LOT 2978635.

DEED REFERENCE

1. M.B.R.D. DEED BOOK 6249, PAGE 116.

PLAN REFERENCES

1. M.B.R.D. PLAN BOOK 417-J, PLAN 165.
2. M.B.R.D. PLAN BOOK 00PL, PLAN 81.
3. M.B.R.D. DRAWER E, PLAN 64.
4. M.B.R.D. PLAN BOOK 000PH, PLAN 325.
5. M.B.R.D. PLAN BOOK 417-L, PLAN 9.

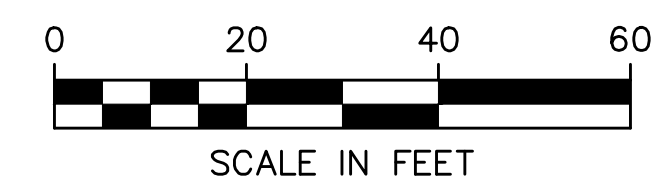


GENERAL LEGEND

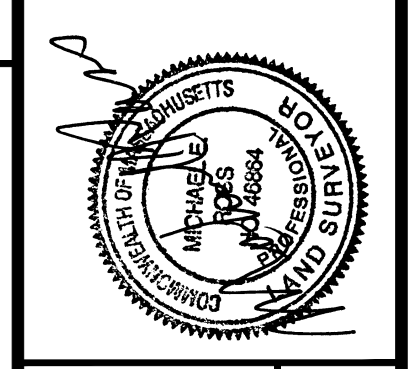
- | | |
|--------------------------------|---------------|
| CONTOUR (MAJOR) | - - - - -140- |
| CONTOUR (MINOR) | - - - - -141- |
| SPOT GRADE | x-130.5 |
| PROPERTY LINE (SUBJECT PARCEL) | ————— |
| PROPERTY LINE (ABUTTERS) | ————— |
| EDGE OF PAVEMENT | EOP |
| STONE WALL | ⊘⊘⊘⊘⊘ |
| DRAIN LINE | D |
| GAS LINE | G |
| OVERHEAD WIRE | OHW |
| SEWER MAIN (GRAVITY) | S |
| UNDERGROUND ELEC (UGE) | UGE |
| WATER LINE | W |
| DRAIN CATCH BASIN | □ |
| FIRE HYDRANT | ⊕ |
| GAS VALVE | ⊗ |
| SEWER MANHOLE | ⊙ |
| UTILITY POLE | ⊕ |
| WATER VALVE | ⊗ |
| RECORD INFORMATION | (R) |
| VERTICAL CONCRETE CURB | VCC |
| VERTICAL GRANITE CURB | VGC |

SURVEY NOTES

1. BOUNDARY AND TOPOGRAPHIC INFORMATION FOR PARCEL ID H010001006 IS BASED ON AN ON-THE-GROUND SURVEY PERFORMED BY LANDTECH CONSULTANTS IN FEBRUARY AND MARCH OF 2022.
2. BOUNDARY AND TOPOGRAPHIC INFORMATION FOR PARCEL ID H010001003 IS BASED ON A PRIOR SURVEY PROVIDED BY THE CLIENT AND SHOWN HEREON.
3. HORIZONTAL INFORMATION SHOWN ON THIS PLAN ARE IN U.S. SURVEY FEET IN THE MA. STATE PLANE COORDINATE SYSTEM REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), CORRS ADJUSTMENT (NA2011/GEIOD 12A) AS DETERMINED BY GPS OBSERVATIONS PERFORMED IN FEBRUARY AND MARCH OF 2022 UTILIZING THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION MACORS GPS NETWORK.
4. THE VERTICAL DATUM FOR THIS PROJECT IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), CORRS ADJUSTMENT (NA2011/GEIOD 12A) AS DETERMINED BY REDUNDANT GPS OBSERVATIONS PERFORMED IN FEBRUARY AND MARCH OF 2022 UTILIZING THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION MACORS GPS NETWORK.
5. UTILITY INFORMATION SHOWN HEREON IS BASED ON RECORD INFORMATION AND FIELD OBSERVATIONS. A SUBSURFACE INVESTIGATION WAS NOT PERFORMED ON THE SUBJECT PROPERTY.
6. THE SUBJECT PARCEL IS LOCATED IN FLOOD ZONE C (AREA OF MINIMAL FLOOD HAZARD), AS DEFINED IN FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 2500370015D WITH AN EFFECTIVE DATE OF JANUARY 16, 1987.



DATE	REVISION	BY



PREPARED FOR:
P.V. SITE DESIGN, LLC
18 GLENDALE ROAD
NORWOOD, MA 02062

EXISTING CONDITIONS SURVEY
1030 SOUTH STREET
PITTSFIELD, MASSACHUSETTS

MARCH 7, 2022
SCALE: 1"=20'

LandTech
Engineering/Design/Surveying/Permitting
915 Croton Road, Westford, MA 01886
Ph: (978) 692-6100 - landtechinc.com

JOB NO. 22-108
DWG. NO. 11007
SHEET EX-1

GENERAL NOTES:

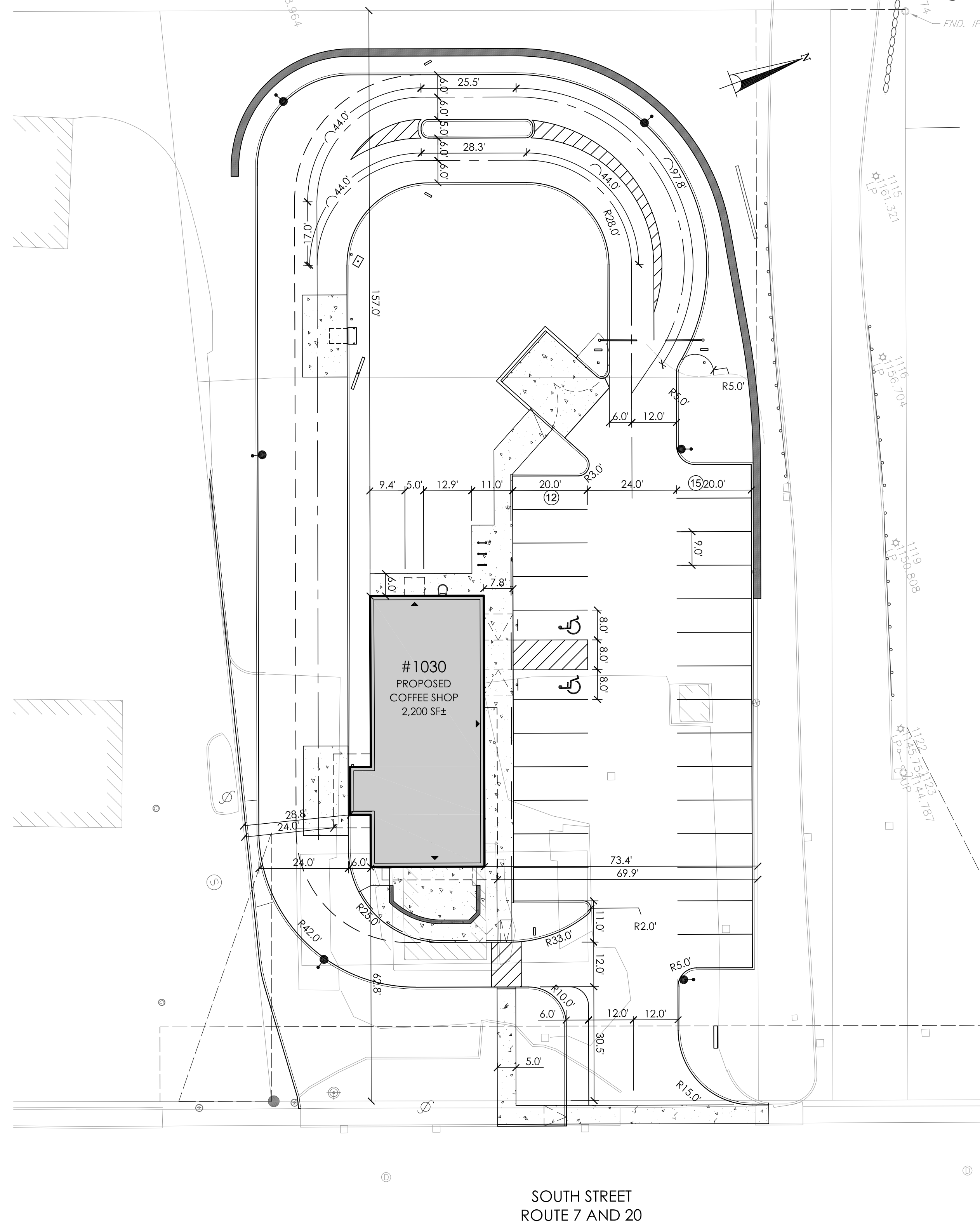
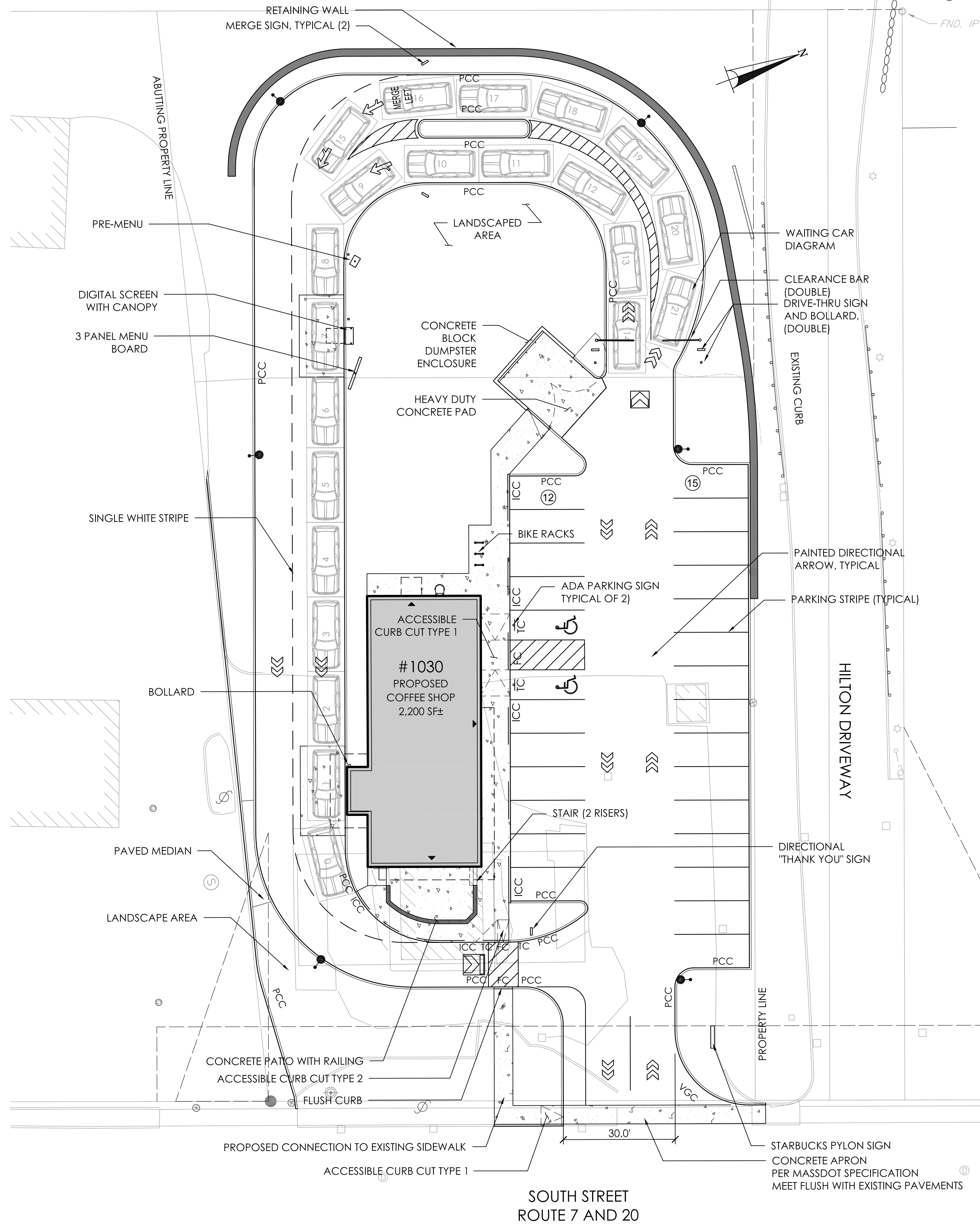
- EXISTING CONDITIONS INFORMATION IS REPRODUCED FROM THE SURVEY PREPARED BY LANDTECH OF WESTFORD, MA AND DATED 03-07-2022.
- SCREENED IMAGES SHOW EXISTING CONDITIONS. WHERE EXISTING CONDITIONS LIE UNDER OR ARE IMPINGED UPON BY PROPOSED BUILDINGS AND/OR SITE ELEMENTS, THE EXISTING CONDITION WILL BE REMOVED, ABANDONED AND/OR CAPPED OR DEMOLISHED AS REQUIRED.
- THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN ARE BASED ON THE SURVEY REFERENCED ABOVE. PRIOR TO THE START OF ANY EXCAVATION, THE CONTRACTOR SHALL NOTIFY DIGSAFE AND THE PROPER LOCAL AUTHORITIES OR RESPECTIVE UTILITY COMPANIES TO CONFIRM THE LOCATION OF ALL EXISTING UTILITIES. ANY DAMAGE DUE TO FAILURE OF THE CONTRACTOR TO CONTACT THE PROPER AUTHORITIES SHALL BE BORNE BY THE CONTRACTOR.
- CONTRACTOR SHALL THOROUGHLY FAMILIARIZE THEMSELVES WITH ALL CONSTRUCTION DOCUMENTS, SPECIFICATIONS AND SITE CONDITIONS PRIOR TO BIDDING AND PRIOR TO CONSTRUCTION.
- ANY DISCREPANCIES BETWEEN DRAWINGS, SPECIFICATIONS, AND SITE CONDITIONS SHALL BE REPORTED IMMEDIATELY TO THE OWNER'S REPRESENTATIVE FOR CLARIFICATION AND RESOLUTION PRIOR TO BIDDING OR CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING CONDITIONS TO REMAIN THAT ARE DUE TO CONTRACTOR OPERATIONS.
- ALL ITEMS TO BE REMOVED THAT ARE NOT STOCKPILED FOR LATER REUSE ON THE PROJECT OR DELIVERED TO THE OWNER SHALL BE LEGALLY DISPOSED OF BY THE CONTRACTOR.

LAYOUT AND MATERIALS NOTES:

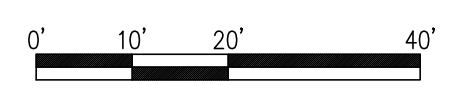
- ALL WORK CONDUCTED WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE REQUIREMENTS AND SPECIFICATIONS OF THE LOCAL MUNICIPALITY.
- ACCESSIBLE CURB RAMP SHALL BE PER THE MASSACHUSETTS ARCHITECTURAL ACCESS BOARD (MAAB) AND THE AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY GUIDELINES, WHICHEVER IS MORE STRINGENT.
- ALL WALKWAYS AND HANDICAP PARKING SPACES SHALL COMPLY WITH THE MAAB AND ADA ACCESSIBILITY GUIDELINES. IF FIELD CONDITIONS MAKE IT IMPOSSIBLE TO COMPLY WITH THESE GUIDELINES AND REGULATIONS, A WAIVER FROM THE MAAB WILL BE SOUGHT.
- THE FOLLOWING CRITERIA SHALL CONTROL UNLESS OTHERWISE NOTED ON THE PLAN:
 - ALL DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING.
 - ALL DIMENSIONS ARE TO THE FACE OF CURB AT GUTTER LINE.
 - ALL DIMENSIONS ARE TO CENTER OF PAVEMENT MARKINGS.
 - ALL TIES TO PROPERTY LINES ARE PERPENDICULAR TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.

LAYOUT AND MATERIALS LEGEND

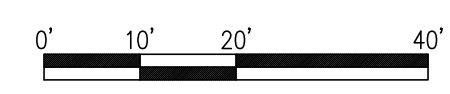
	PROPERTY LINE
	PROPERTY SETBACK
	EXISTING BUILDING
	PROPOSED BUILDING
	PROPOSED RETAINING WALL
	CEMENT CONCRETE PAVEMENT
	VERTICAL GRANITE CURB
	PRECAST CONCRETE CURB
	INTEGRAL CONCRETE CURB
	FLUSH CURB
	TRANSITION CURB
	SITE LIGHTING
	WALKWAY LIGHTING
	BIKE RACK



1 SITE MATERIALS PLAN
SCALE: 1"=20'



2 SITE LAYOUT PLAN
SCALE: 1"=20'



PVI SITE DESIGN
PVI Site Design, LLC
Civil Engineering - Land Enhancements
Master Planning - Project Management
339-266-1030

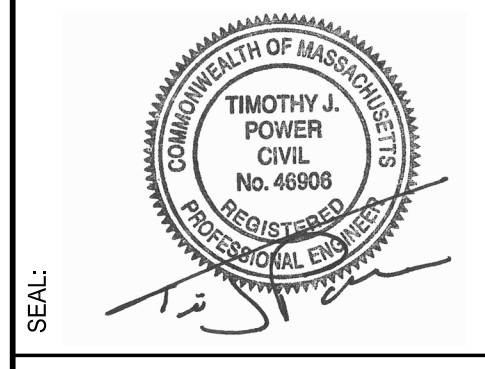
CONSULTANT:

APPROVING AUTHORITY USE ONLY

PROJECT: **PROPOSED COFFEE SHOP**
1030 SOUTH STREET, PITTSFIELD, MA

CLIENT/APPLICANT: **JAMSAN HOTEL MANAGEMENT**
83 HARTWELL AVE, LEXINGTON, MA

REV.:	



SPECIAL PERMIT & SITE PLAN REVIEW
AUGUST 16, 2022

LAYOUT AND MATERIALS PLAN

SCALE:	1"=20'
JOB NO.:	21-026
FILE:	21-026-LM.dwg
DRAWN:	TJP
CHECKED:	TJP
SHEET NO.:	

C100

GRADING NOTES:

- AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION, AT THE CONTRACTOR'S EXPENSE.
- PROTECT AND MAINTAIN EXISTING ON-SITE DRAINAGE STRUCTURES AND PIPES UNLESS OTHERWISE NOTED.
- WHERE PROPOSED GRADES MEET EXISTING GRADES, CONTRACTOR SHALL BLEND GRADES TO PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING AND NEW WORK. PONDING AT TRANSITION AREAS WILL NOT BE ALLOWED.
- CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL BUILDING FOUNDATIONS, STRUCTURES AND PLANTING BEDS. MAXIMUM SLOPE IN DISTURBED AREAS SHALL NOT EXCEED 3:1, UNLESS OTHERWISE NOTED.
- ENSURE ALL EXISTING (TO REMAIN), AND PROPOSED MANHOLE COVERS PROPERLY IDENTIFY UTILITY SERVICED.
- CONTRACTOR SHALL VERIFY EXISTING GRADES AND NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES.
- BITUMINOUS CONCRETE ELEVATIONS AT CATCH BASINS TO BE 1/4 INCH ABOVE RIM ELEVATION SHOWN FOR BASIN.

DRAINAGE NOTES:

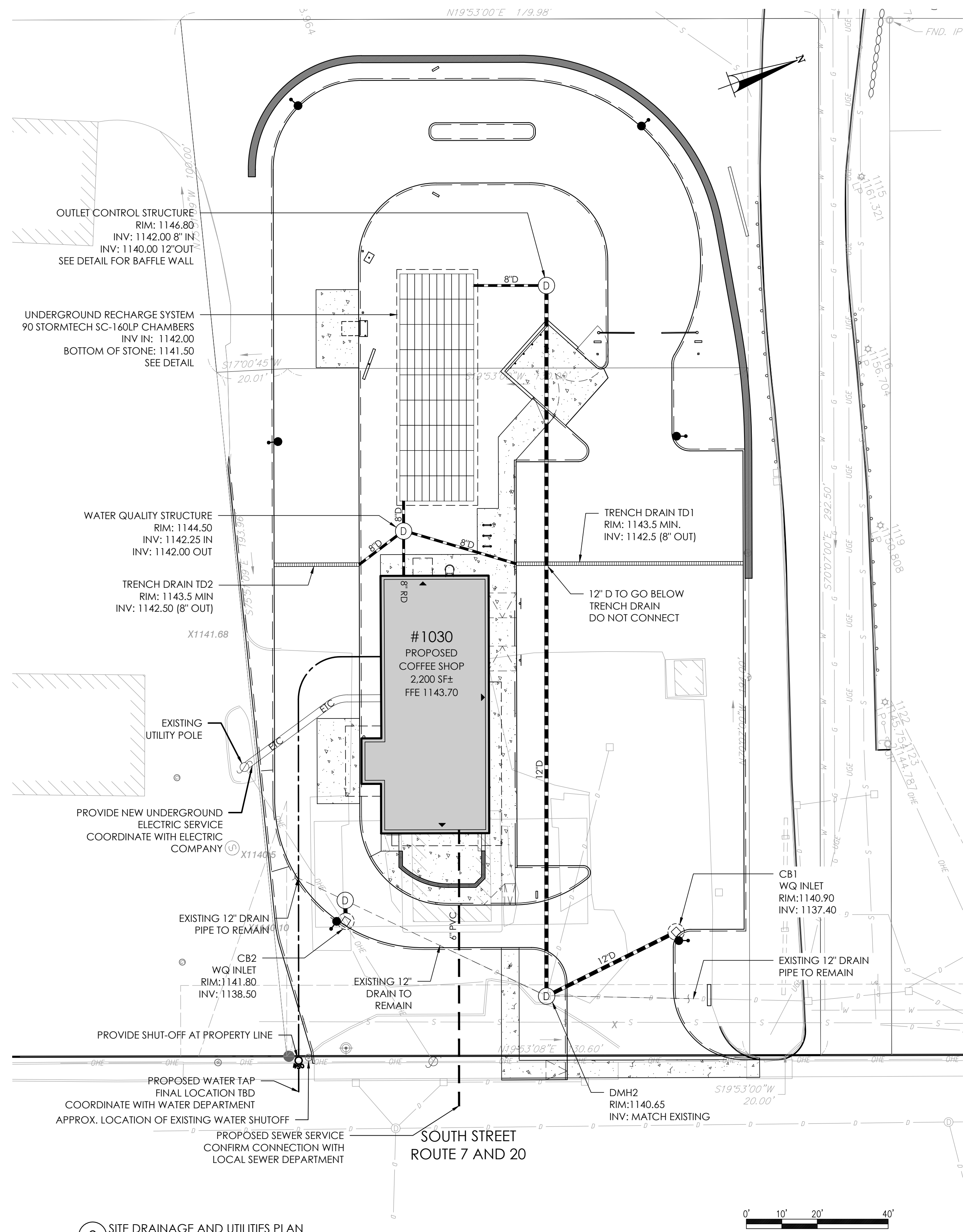
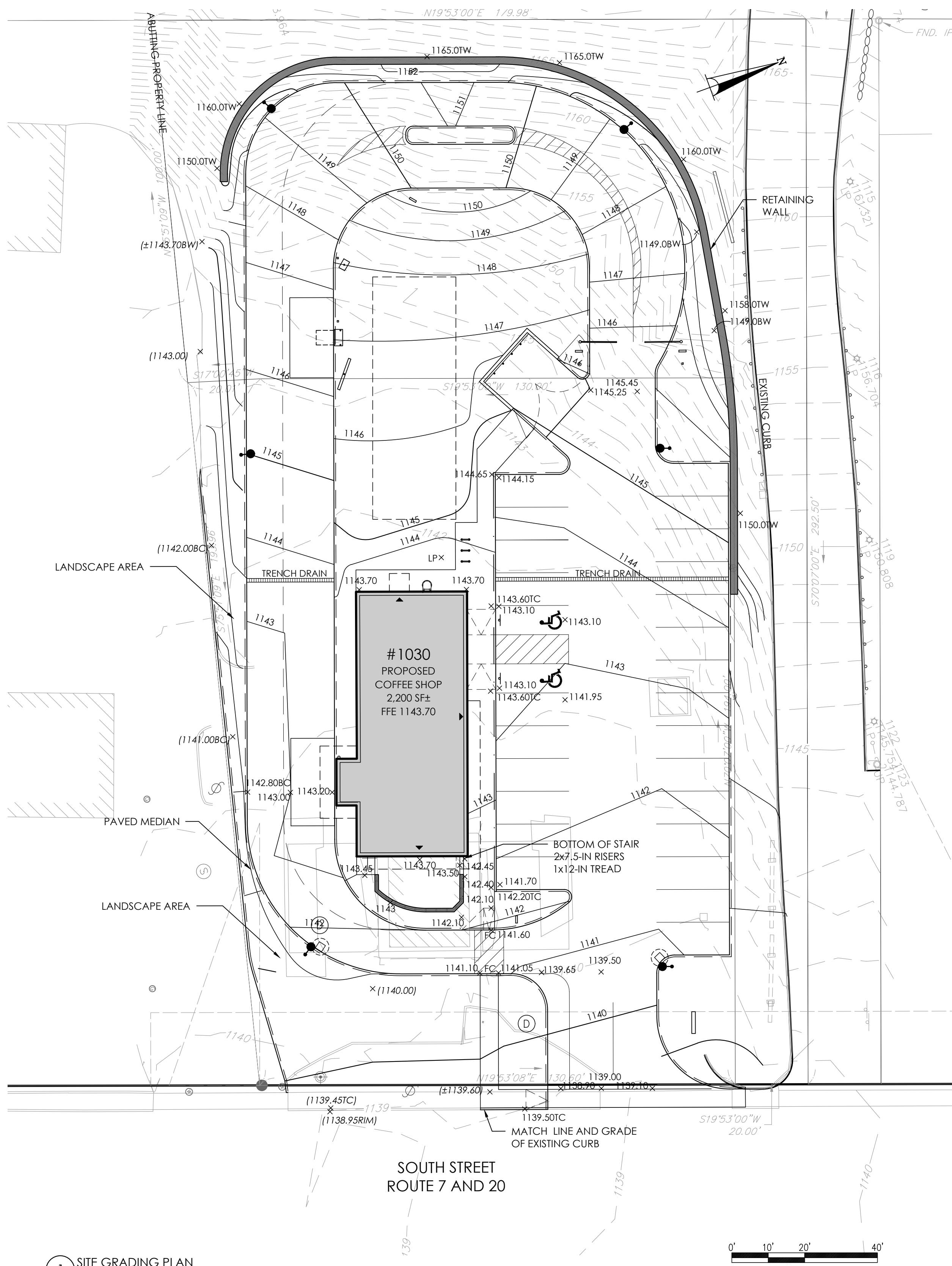
- CONTRACTOR TO ADJUST UTILITY ELEMENT MEANT TO BE FLUSH WITH GRADE (CLEAN-OUTS, UTILITY MANHOLES, CATCH BASINS, INLETS, ETC.) THAT IS AFFECTED BY SITE WORK OR GRADE CHANGES, WHETHER SPECIFICALLY NOTED ON PLANS OR NOT.
- WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, THE LOCATION, ELEVATION, AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR, AND THE INFORMATION FURNISHED TO THE ENGINEER FOR RESOLUTION OF THE CONFLICT.
- THE CONTRACTOR SHALL ALTER THE MASONRY OF THE TOP SECTION OF ALL EXISTING DRAINAGE STRUCTURES AS NECESSARY FOR CHANGES IN GRADE, AND RESET ALL WATER AND DRAINAGE FRAMES, GRATES, AND BOXES TO THE PROPOSED FINISH SURFACE GRADE.
- CONTRACTOR SHALL PROVIDE ALL FITTINGS, BENDS, AND OTHER APPURTENANCES NECESSARY FOR INSTALLATION OF DRAINAGE SYSTEM WHETHER SPECIFICALLY NOTED OR NOT.
- ALL DRAINAGE PIPE SHALL BE REINFORCED CONCRETE PIPE UNLESS OTHERWISE NOTED. ALL DRAINAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE PITTSFIELD PLANNING BOARD SUBDIVISION RULES AND REGULATIONS AND TO THE SATISFACTION OF THE PITTSFIELD DPW.

ILLCIT DISCHARGE STATEMENT

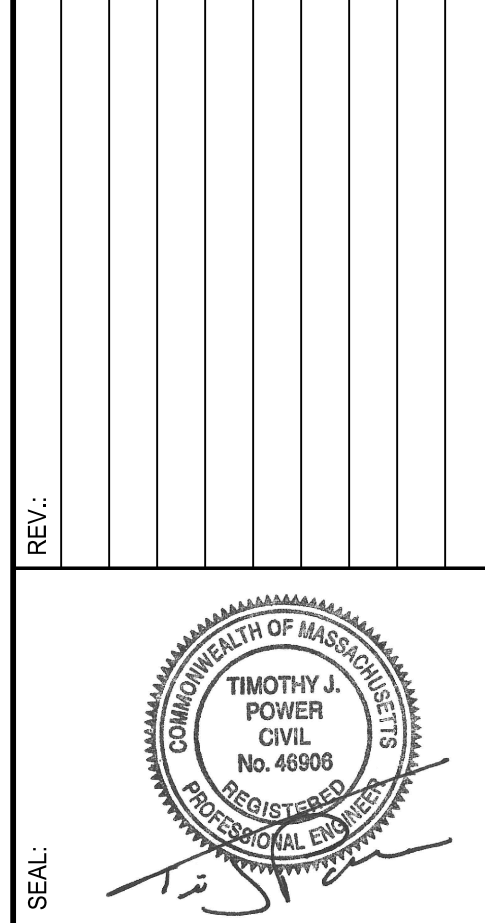
THE STORM WATER MANAGEMENT SYSTEM PROPOSED SHALL NOT BE CONNECTED TO THE WASTEWATER MANAGEMENT SYSTEM AND SHALL NOT BE CONTAMINATED BY CONTACT WITH PROCESS WASTES, RAW MATERIALS, TOXIC POLLUTANTS, HAZARDOUS SUBSTANCES, OIL, OR GREASE PER MASSACHUSETTS DEP STORM WATER STANDARD 10.

GRADING AND DRAINAGE LEGEND

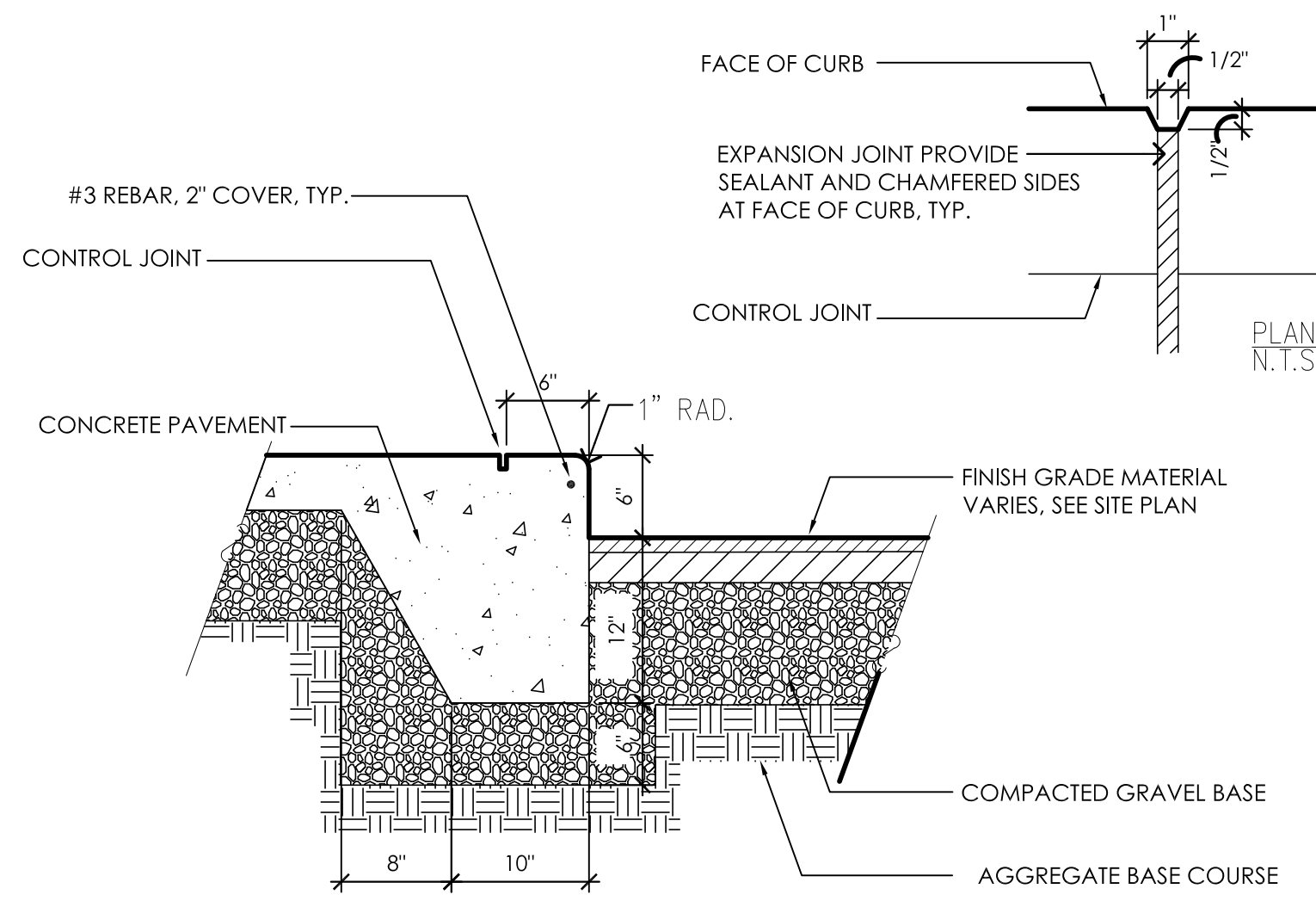
	PROPERTY LINE
	EXISTING BUILDING
	EXISTING WATER SERVICE
	EXISTING SEWER SERVICE
	EXISTING CONTOUR LINE
	PROPOSED BUILDING
	PROPOSED CONTOUR MAJOR LINE
	PROPOSED CONTOUR MINOR LINE
	PROPOSED DRAIN LINE
	PROPOSED UNDERGROUND CHAMBERS
	PROPOSED DETENTION SYSTEM LIMITS
	PROPOSED LIGHT POLE
	PROPOSED DRAIN MANHOLE
	PROPOSED CATCH BASIN
	PROPOSED FLARED END SECTION
	PROPOSED SPOT GRADE
	LOW POINT



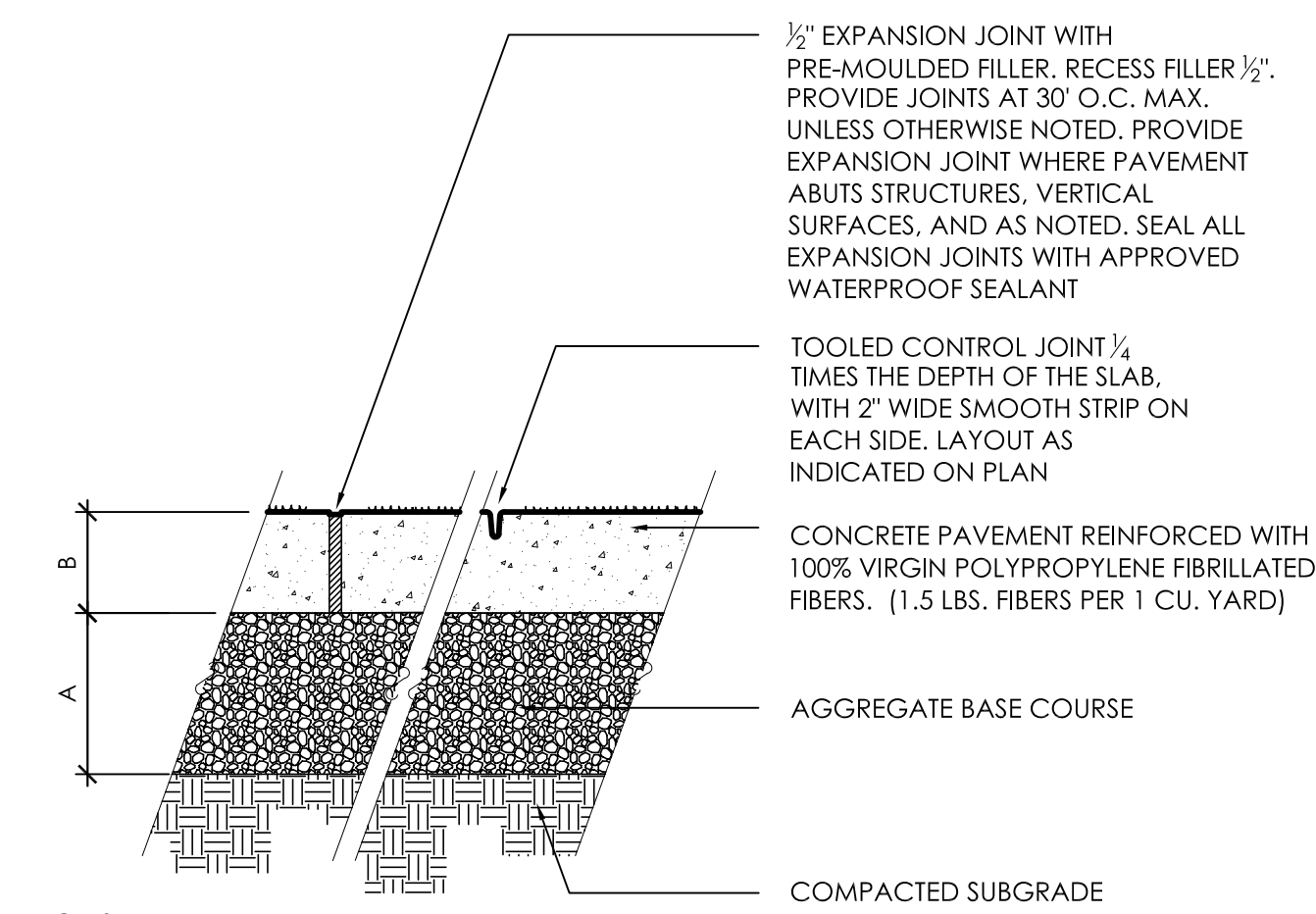
PROPOSED COFFEE SHOP
1030 SOUTH STREET, PITTSFIELD, MA
CLIENT/APPLICANT: JAMSAN HOTEL MANAGEMENT
83 HARTWELL AVE, LEXINGTON, MA



SPECIAL PERMIT & SITE PLAN REVIEW
AUGUST 16, 2022
GRADING, DRAINAGE AND UTILITIES PLANS
SCALE: 1"=20'
JOB NO: 21-026
FILE: 21-026-GD.dwg
DRAWN: TJP
CHECKED: TJP
SHEET NO: C101



1 INTEGRAL CONCRETE CURB
NOT TO SCALE

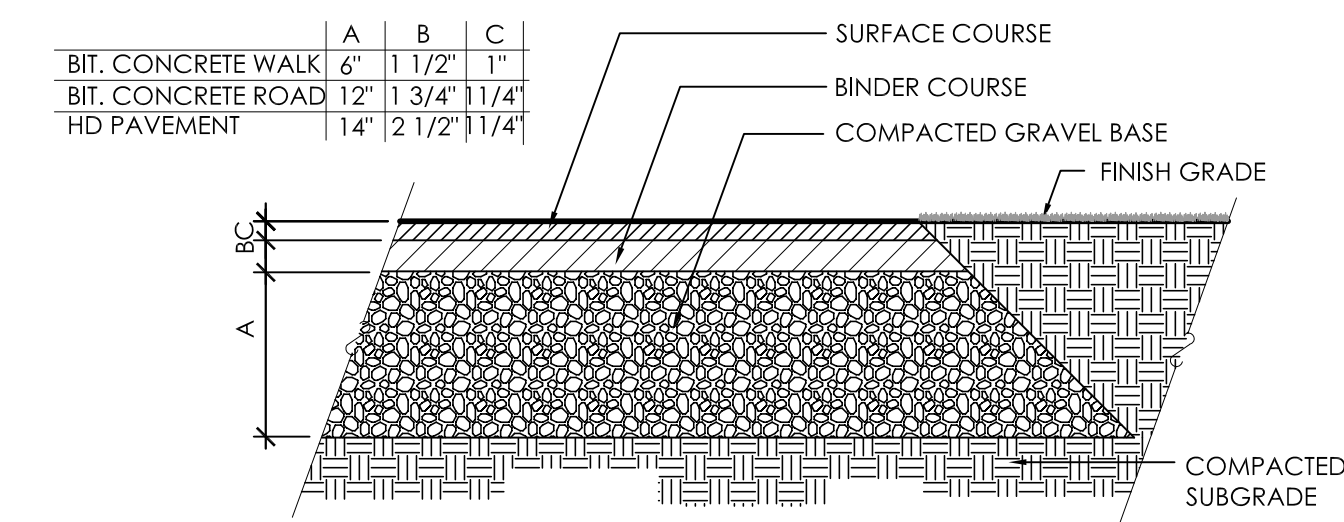


NOTES:
PROVIDE LIGHT BROOM FINISH PERPENDICULAR TO THE TRAFFIC FLOW UNLESS OTHERWISE NOTED

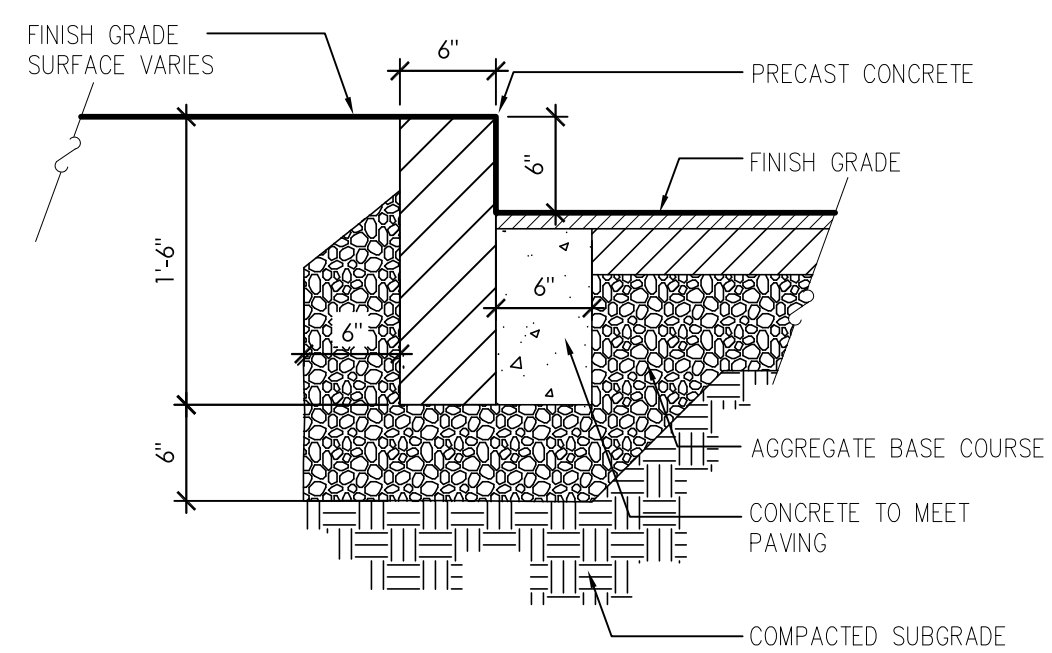
2 CEMENT CONCRETE PAVING
NOT TO SCALE

PAVING NOTES:

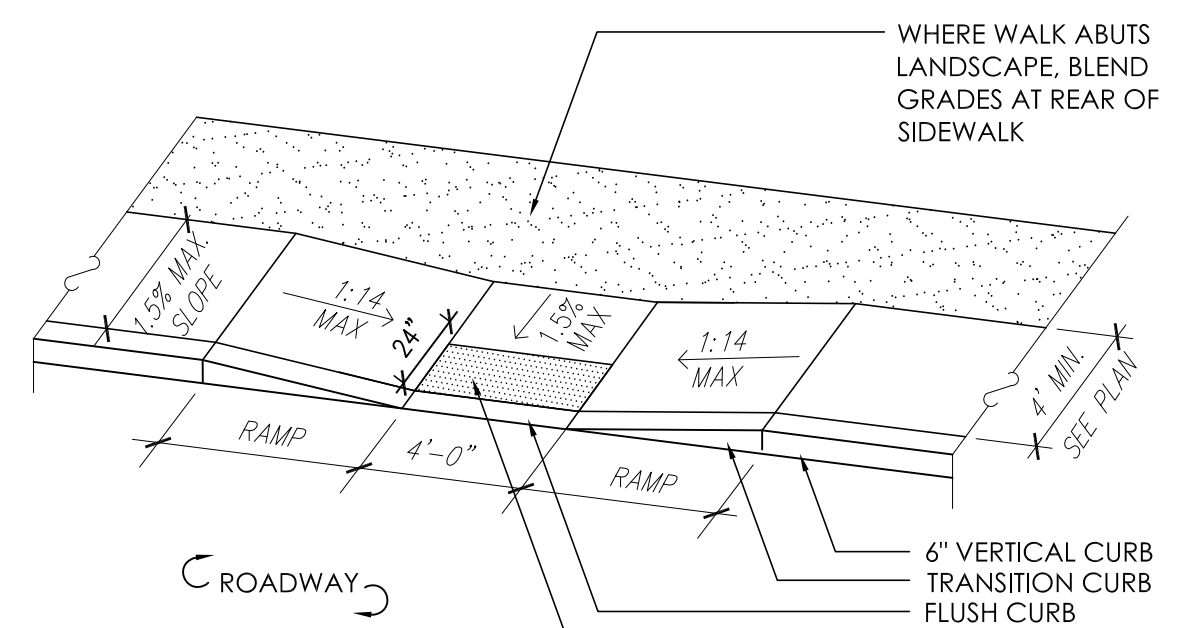
- WEATHER LIMITATIONS:
 - APPLY PRIME AND TACK COATS WHEN AMBIENT OR BASE SURFACE TEMPERATURE IS ABOVE 40° F. AND WHEN TEMPERATURE HAS BEEN ABOVE 35° F FOR 12 HOURS IMMEDIATELY PRIOR TO APPLICATION. DO NOT APPLY WHEN BASE IS WET, CONTAINS EXCESS MOISTURE, DURING RAIN, OR WHEN FROZEN.
 - AMBIENT TEMPERATURE MUST BE 40° F AND RISING TO APPLY ASPHALT PAVEMENT.
- TACK COAT: EMULSIFIED ASPHALT; AASHTO M 140 OR AASHTO M 208, SS 1H, CSS 1, OR CSS 1H, DILUTED WITH 1 PART WATER TO 1 PART EMULSIFIED ASPHALT.
- ASPHALT MATERIAL SHALL CONFORM TO MASSDOT STANDARD MATERIAL SPECIFICATION M3.11.03 FOR BINDER COURSE AND TOP COURSE AS NOTED IN THE DRAWINGS.
- PAVEMENT STRIPING: RE-STRIPE ALL PAVEMENT MARKINGS TO MATCH EXISTING IN DISTURBED AREAS. PAVEMENT MARKINGS SHALL BE WHITE TRAFFIC PAINT CONFORMING TO MASSDOT SPECIFICATION M7.01.05



3 BITUMINOUS CONCRETE PAVING
NOT TO SCALE

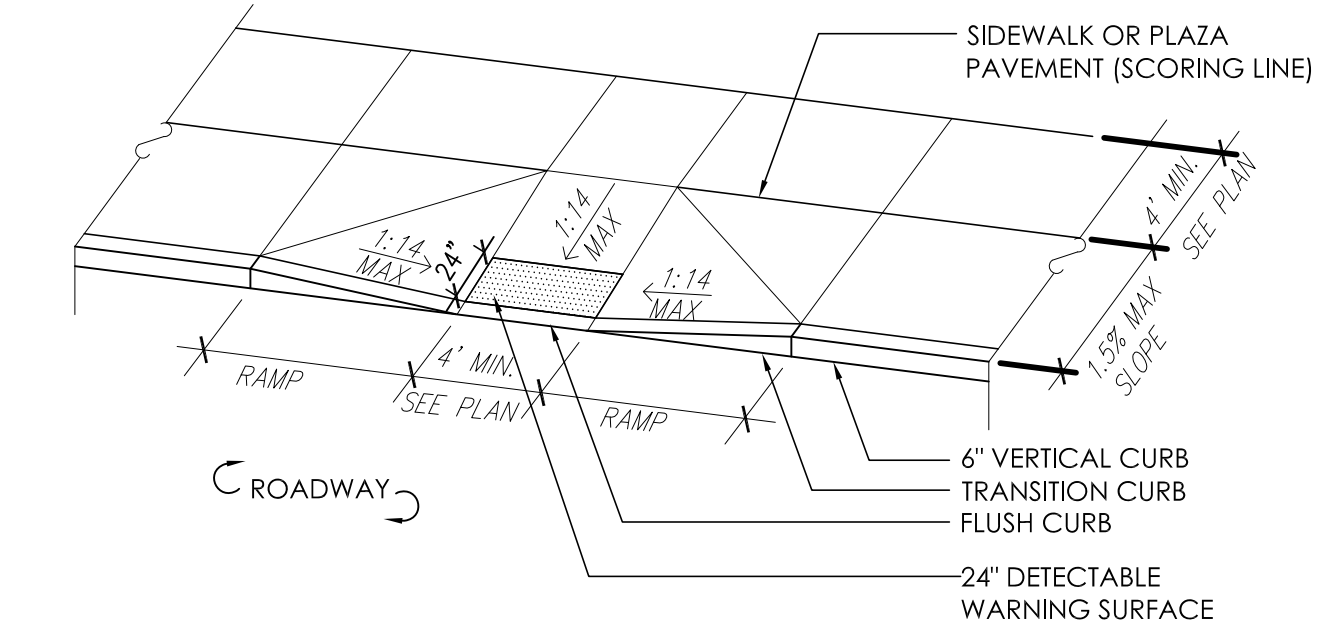


4 VERTICAL CURB
NOT TO SCALE



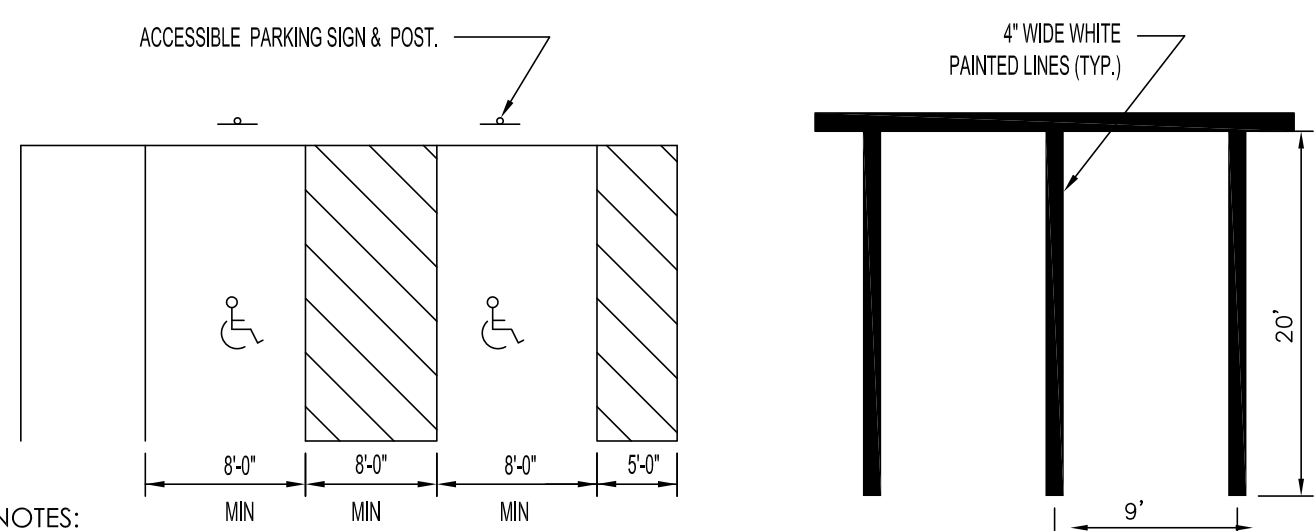
- NOTES:
- RAMP CROSS SECTION TO BE THE SAME AS ADJACENT SIDEWALK; I.E. DEPTH OF SURFACE AND FOUNDATION.
 - DIMENSIONS ARE SUBJECT TO CHANGE IN FIELD. ALL SLOPES AND DIMENSIONS TO COMPLY WITH A.D.A. AND MAAB REQUIREMENTS.
 - PROVIDE EXPANSION JOINT AT TOPS OF RAMP AND AT BACK OF WALK AT INTERFACE OF CURB.
 - PROVIDE HEAVY BROOM FINISH ON RAMP AND SIDE SLOPES PERPENDICULAR TO FLOW OF TRAFFIC.
 - MINIMUM WALK DIMENSIONS ARE FROM BACK OF CURB.
 - TRANSITION CURB LENGTH AS REQUIRED TO MEET CODE.
 - FIXED OBJECTS (I.E. UTILITY POLES, HYDRANTS ETC.) MUST NOT ENCROACH ON ANY PART OF A WHEELCHAIR RAMP, INCLUDING TRANSITION SLOPES.
 - AT NO TIME IS ANY PART OF THE WHEELCHAIR RAMP, EXCLUDING CURB TRANSITIONS, TO BE LOCATED OUTSIDE OF THE CROSSWALK.

5 ADA CURB CUT - TYPE 1
NOT TO SCALE



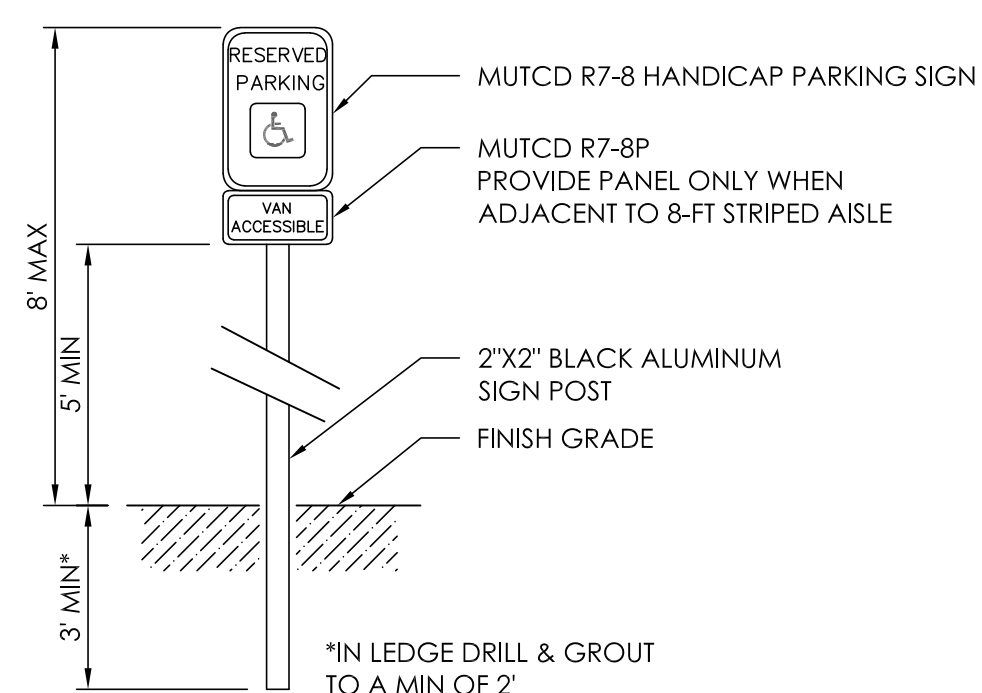
- NOTES:
- RAMP CROSS SECTION TO BE THE SAME AS ADJACENT SIDEWALK; I.E. DEPTH OF SURFACE AND FOUNDATION.
 - DIMENSIONS ARE SUBJECT TO CHANGE IN FIELD. ALL SLOPES AND DIMENSIONS TO COMPLY WITH A.D.A. AND MAAB REQUIREMENTS.
 - PROVIDE EXPANSION JOINT AT TOPS OF RAMP AND AT BACK OF WALK AT INTERFACE OF CURB.
 - PROVIDE HEAVY BROOM FINISH ON RAMP AND SIDE SLOPES PERPENDICULAR TO FLOW OF TRAFFIC.
 - MINIMUM WALK DIMENSIONS ARE FROM BACK OF CURB.
 - TRANSITION CURB LENGTH AS REQUIRED TO MEET CODE.
 - FIXED OBJECTS (I.E. UTILITY POLES, HYDRANTS ETC.) MUST NOT ENCROACH ON ANY PART OF A WHEELCHAIR RAMP, INCLUDING TRANSITION SLOPES.
 - AT NO TIME IS ANY PART OF THE WHEELCHAIR RAMP, EXCLUDING CURB TRANSITIONS, TO BE LOCATED OUTSIDE OF THE CROSSWALK.

6 ADA CURB CUT - TYPE 2
NOT TO SCALE



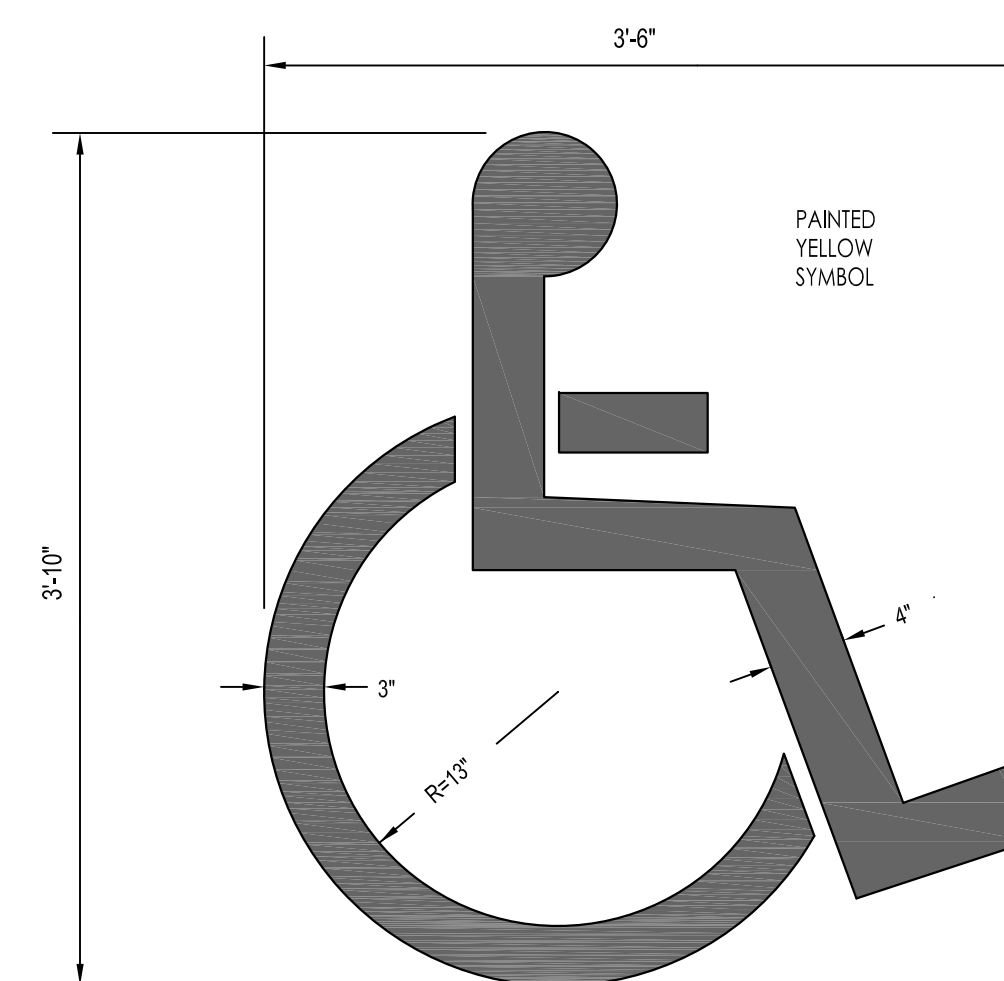
- NOTES:
- ADA STALL STRIPING TO COMPLY WITH ADA AND MAAB STANDARDS
 - STALLS SHOWN ARE TYPICAL. REFER TO SITE PLAN FOR ACTUAL LAYOUT.

7 TYPICAL PARKING LAYOUTS
NOT TO SCALE



- NOTE:
- TOP OF ALL PARKING SIGNS SHALL BE THE SAME HEIGHT ABOVE FINISH GRADE
 - SIGN SHALL BE INSTALLED BETWEEN 3' AND 10' FROM FACE OF CURB / END OF PARKING SPACE.
 - WHEN INSTALLED LESS THAN 3' FROM END OF SPACE, PROVIDE 4\"/>

8 TYPICAL ADA PARKING SIGN
NOT TO SCALE

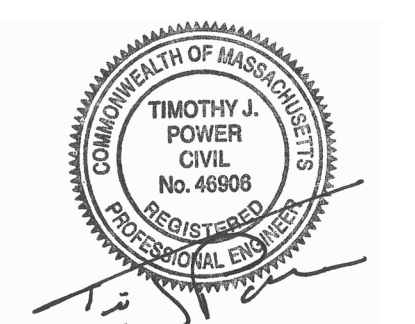


9 ACCESSIBLE PARKING SYMBOL
NOT TO SCALE



PROJECT: **PROPOSED COFFEE SHOP**
1030 SOUTH STREET, PITTSFIELD, MA

CLIENT/APPLICANT: **JAMSAN HOTEL MANAGEMENT**
83 HARTWELL AVE, LEXINGTON, MA

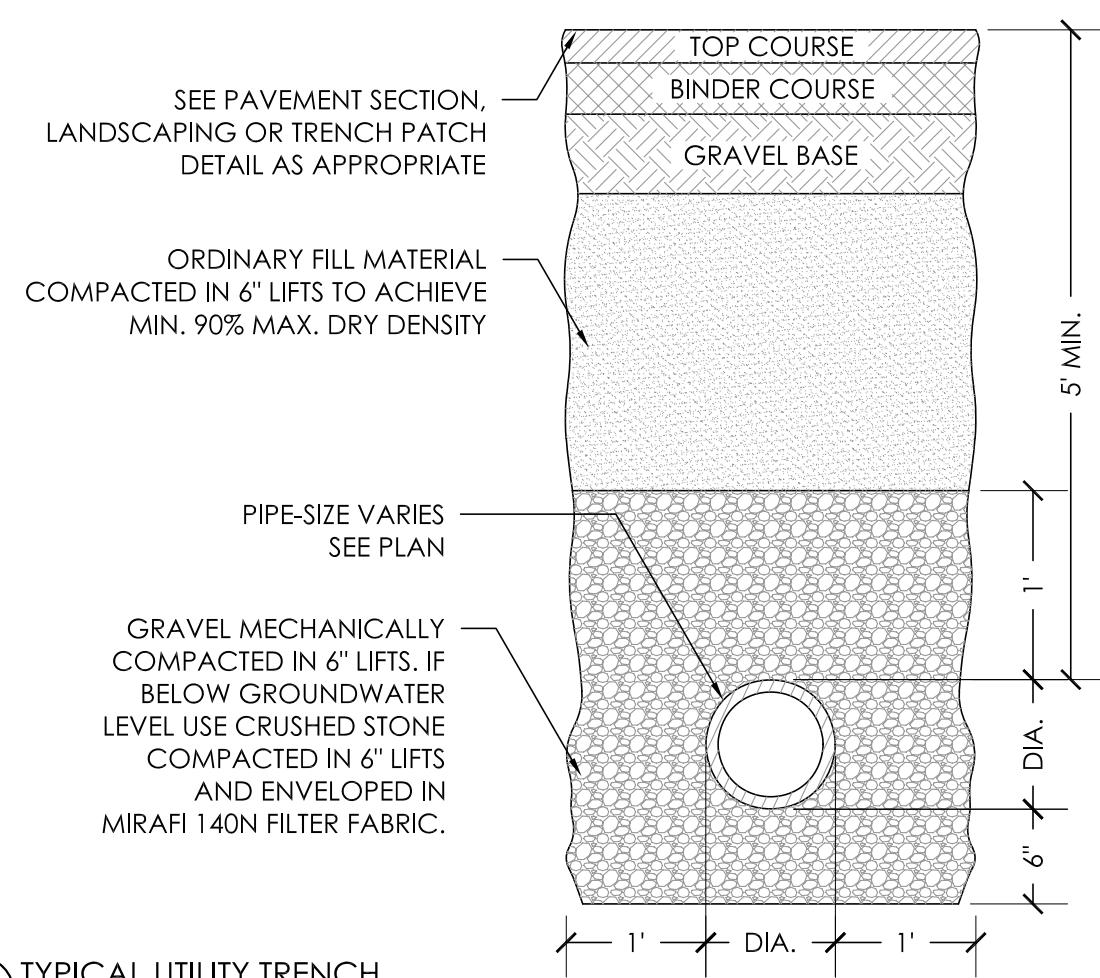


SPECIAL PERMIT & SITE PLAN REVIEW
AUGUST 16, 2022
SITE DETAILS - SHEET 1

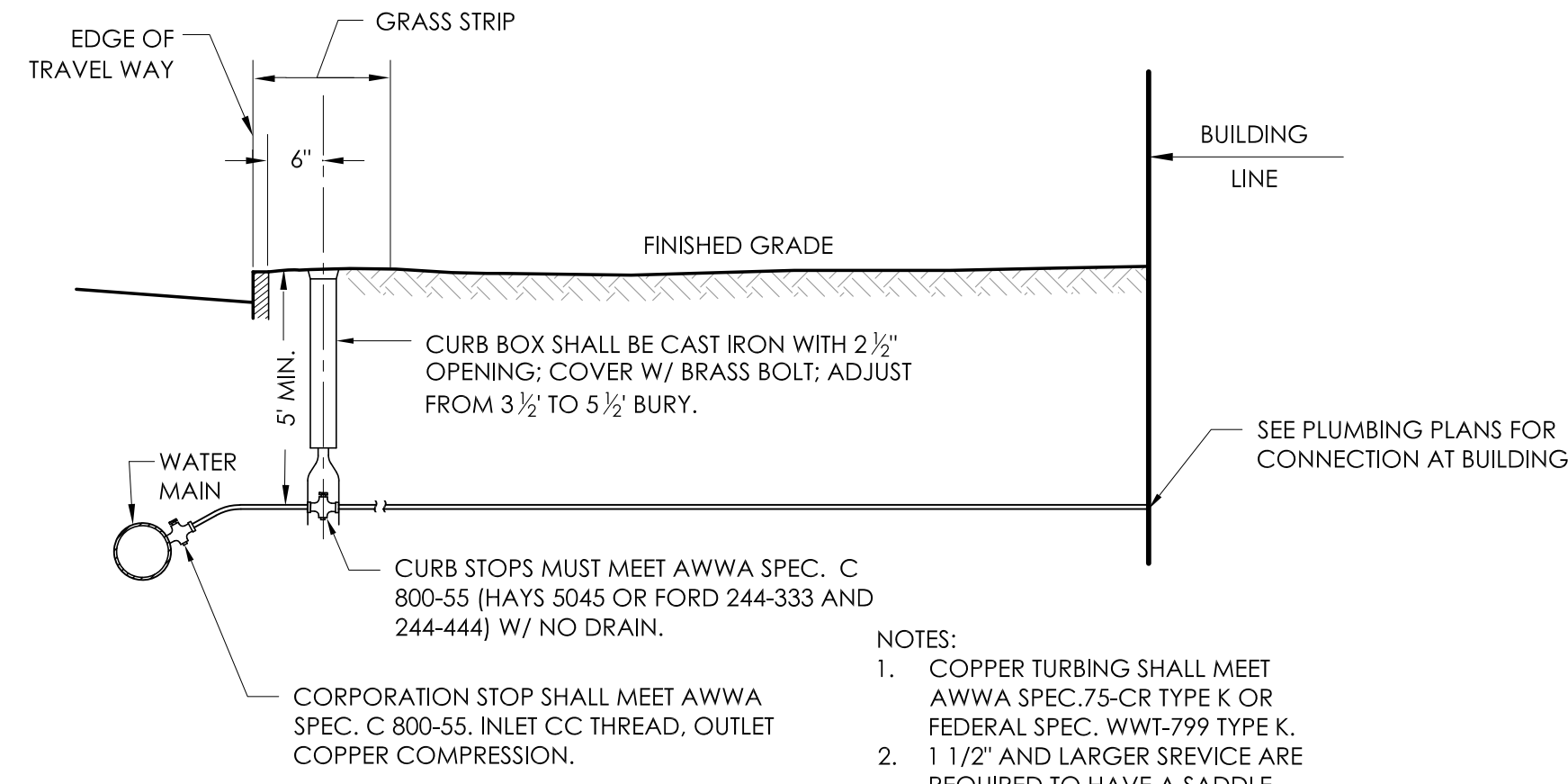
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FILE:	21-026-LM.dwg
DRAWN:	TJP
CHECKED:	TJP
SHEET NO:	

C200

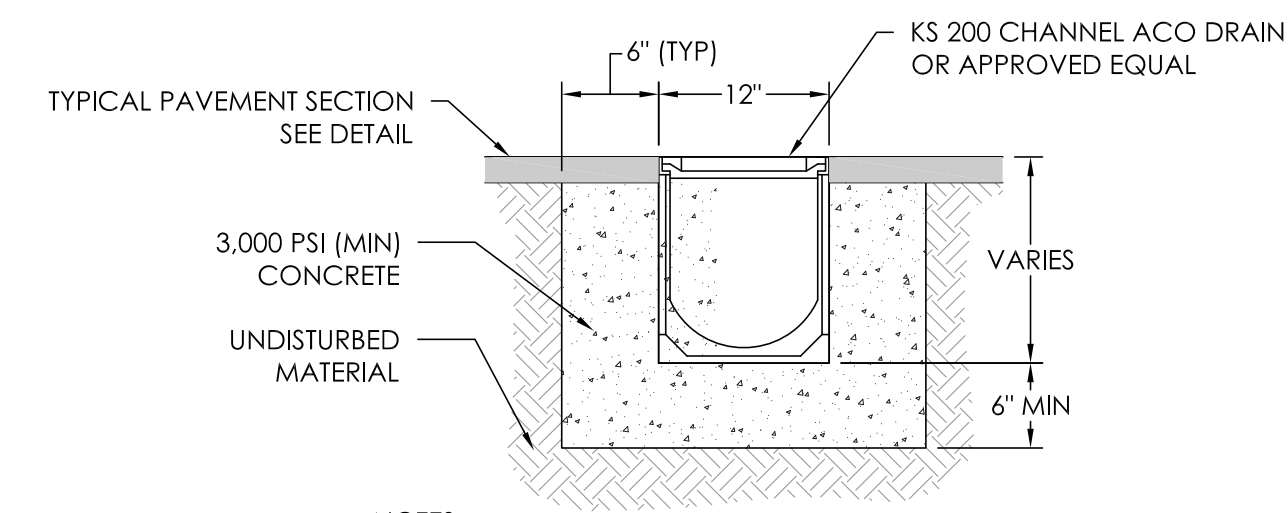
NOTE:
CONTRACTOR SHALL SEPARATE, REMOVE, AND DISPOSE OF UNSUITABLE MATERIAL DISCOVERED DURING THE EXCAVATION. EXISTING MATERIAL TO BE USED AS ORDINARY FILL SHALL BE DRY, FREE OF UNSUITABLE MATERIAL AND STONES OVER 6". CONTRACTOR SHALL IMPORT ADDITIONAL FILL AS NEEDED TO BACKFILL. FINAL DETERMINATION OF UNSUITABLE MATERIAL SHALL BE PER THE ENGINEER.



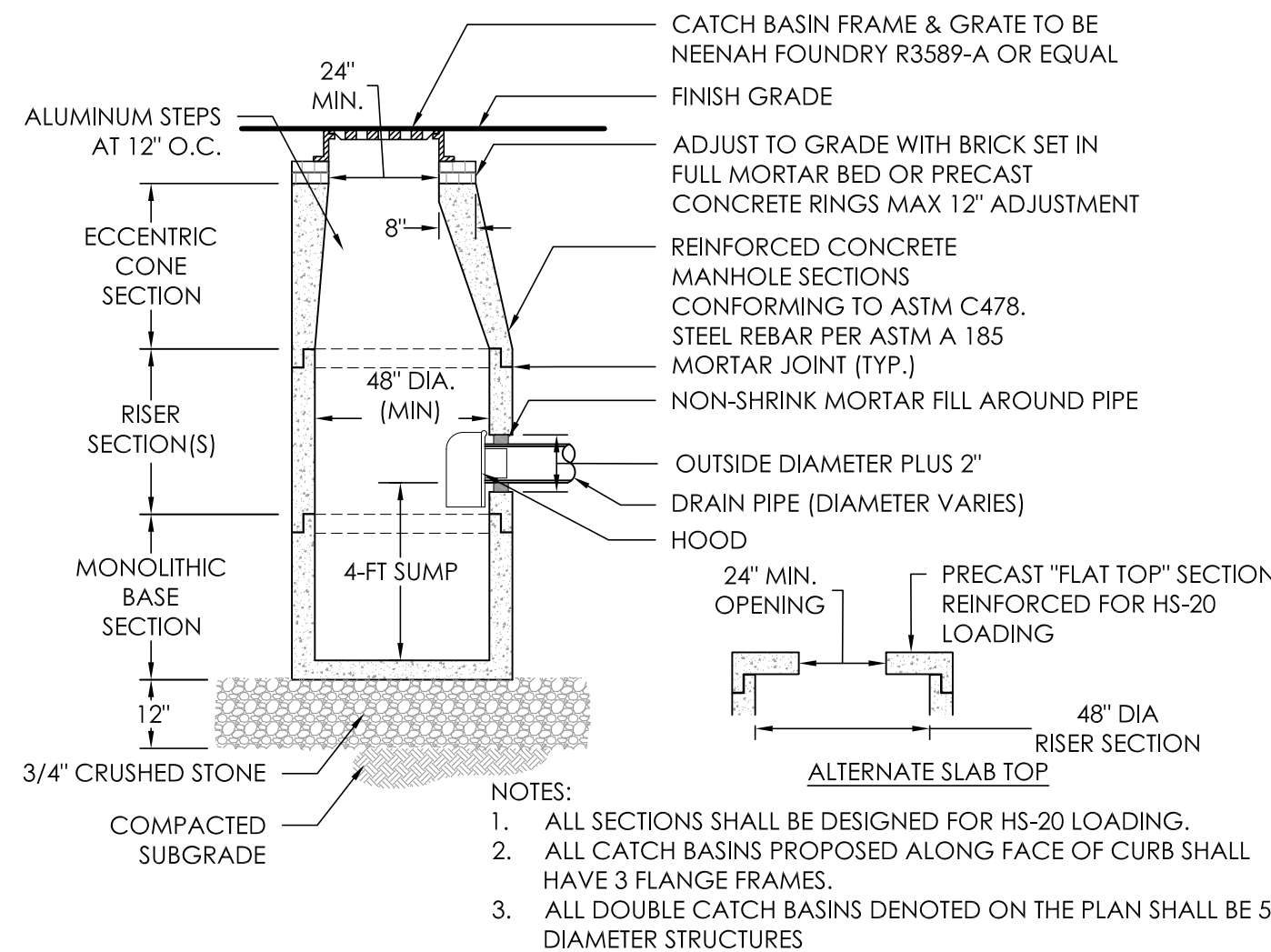
1 TYPICAL UTILITY TRENCH
NOT TO SCALE



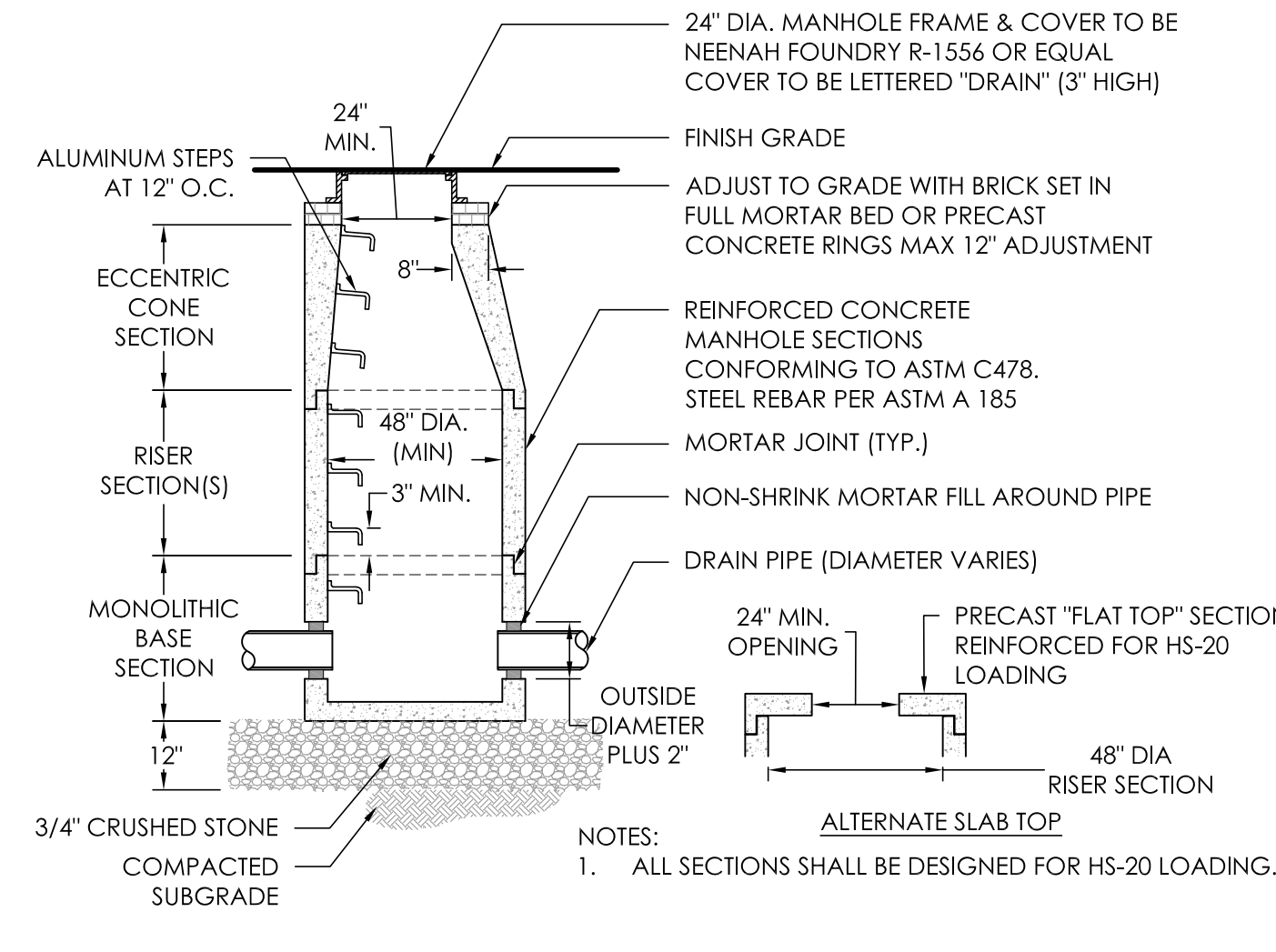
2 TYPICAL COPPER WATER SERVICE
NOT TO SCALE



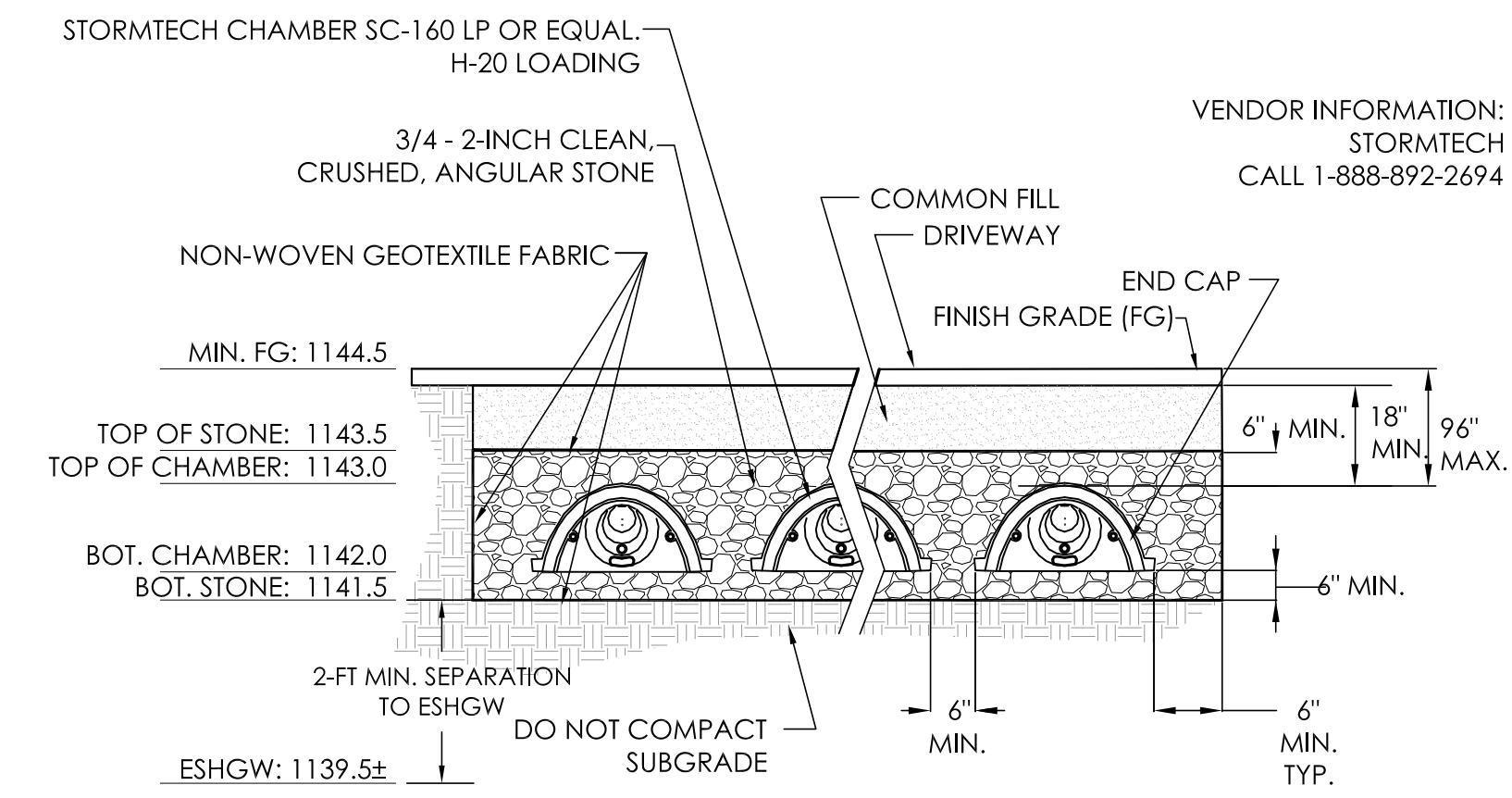
3 TYPICAL TRENCH DRAIN
NOT TO SCALE



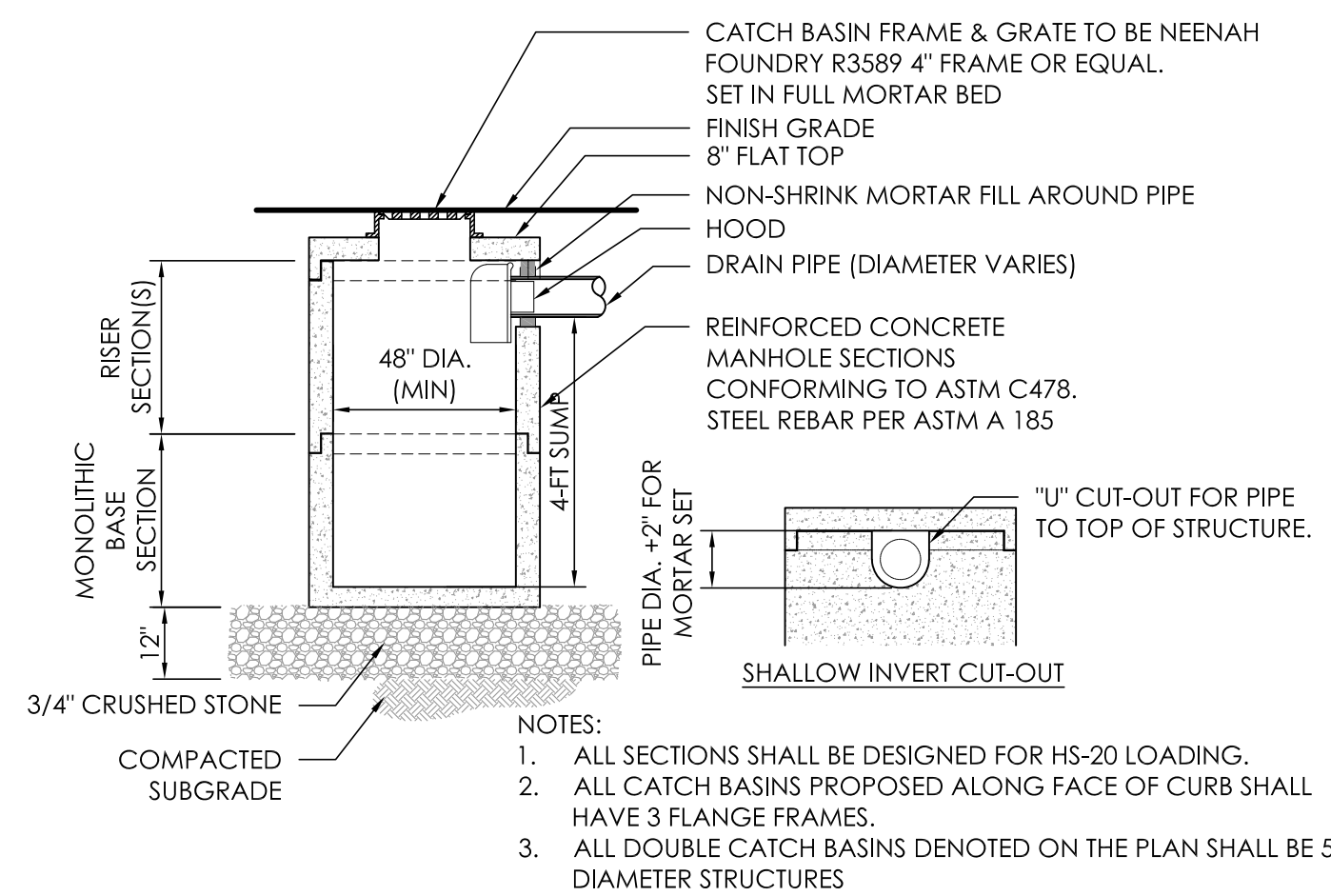
4 TYPICAL CATCH BASIN
NOT TO SCALE



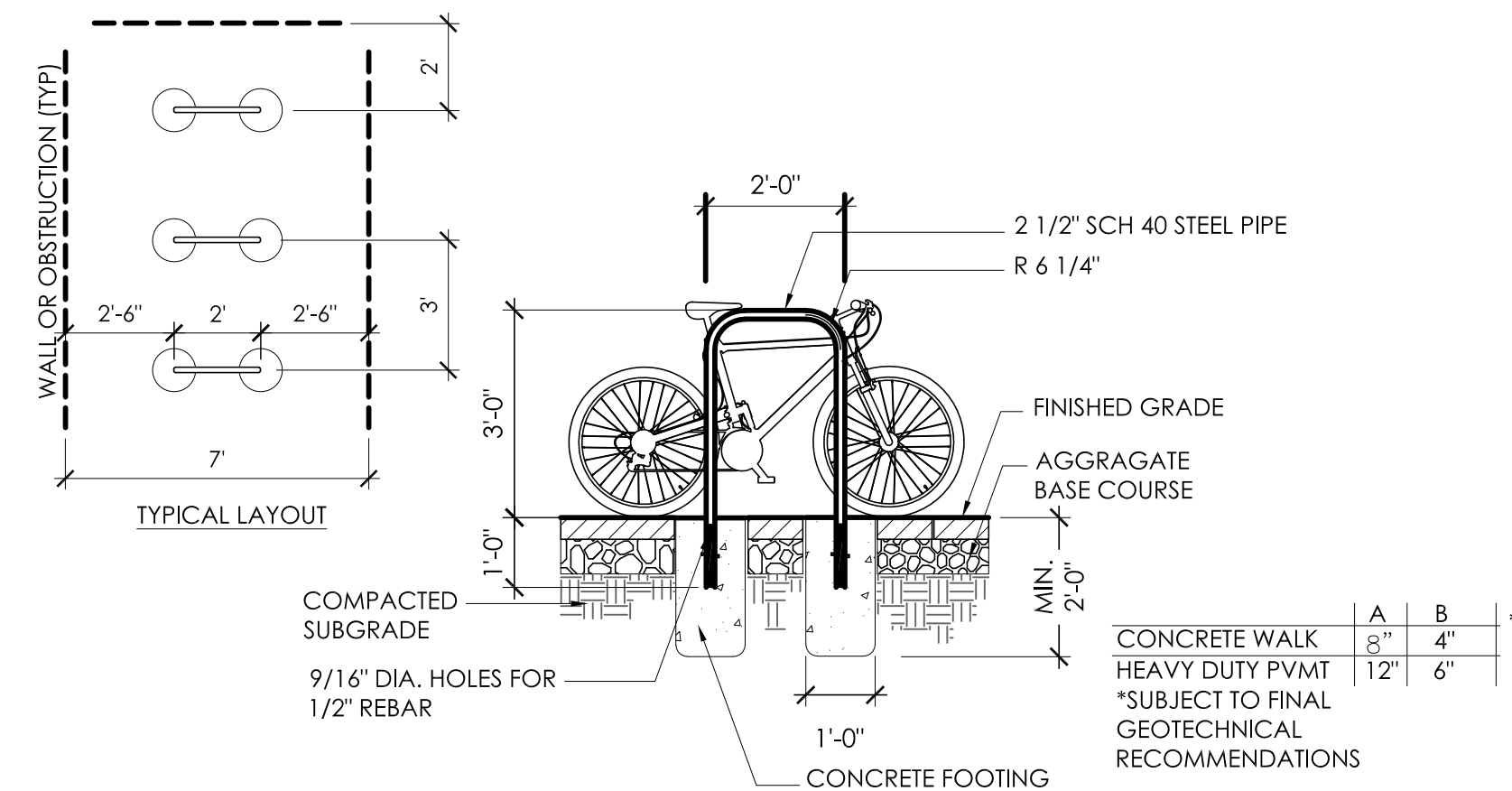
5 TYPICAL MANHOLE
NOT TO SCALE



6 UNDERGROUND RECHARGE SYSTEM
NOT TO SCALE



7 SHALLOW CATCH BASIN
NOT TO SCALE



8 TYPICAL BIKE RACK
NOT TO SCALE

APPROVING AUTHORITY USE ONLY

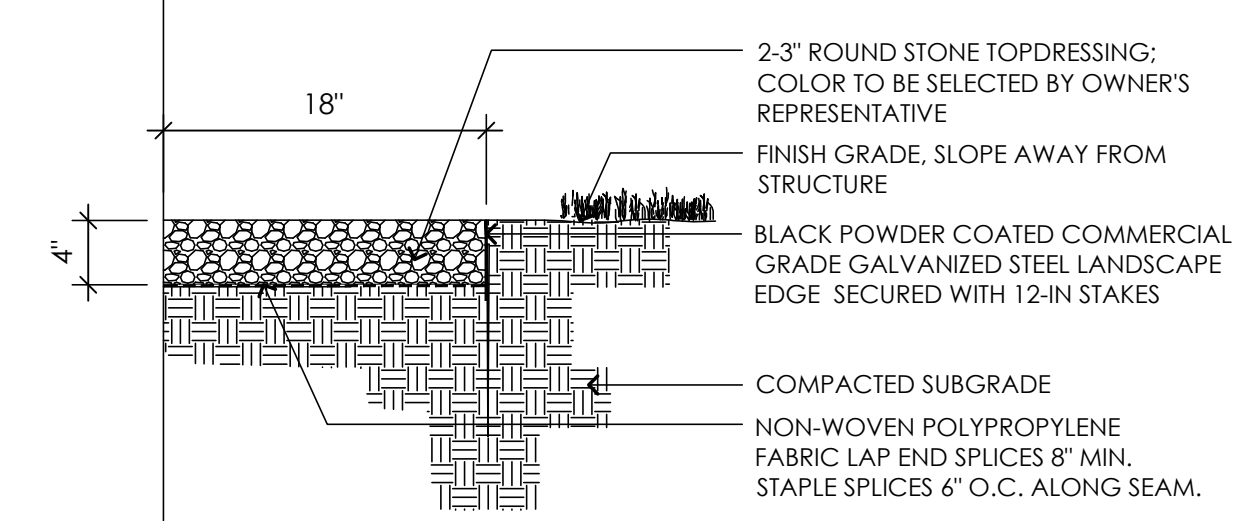
PROJECT: **PROPOSED COFFEE SHOP**
1030 SOUTH STREET, PITTSFIELD, MA
CLIENT/APPLICANT: **JAMSAN HOTEL MANAGEMENT**
83 HARTWELL AVE, LEXINGTON, MA

SEAL:

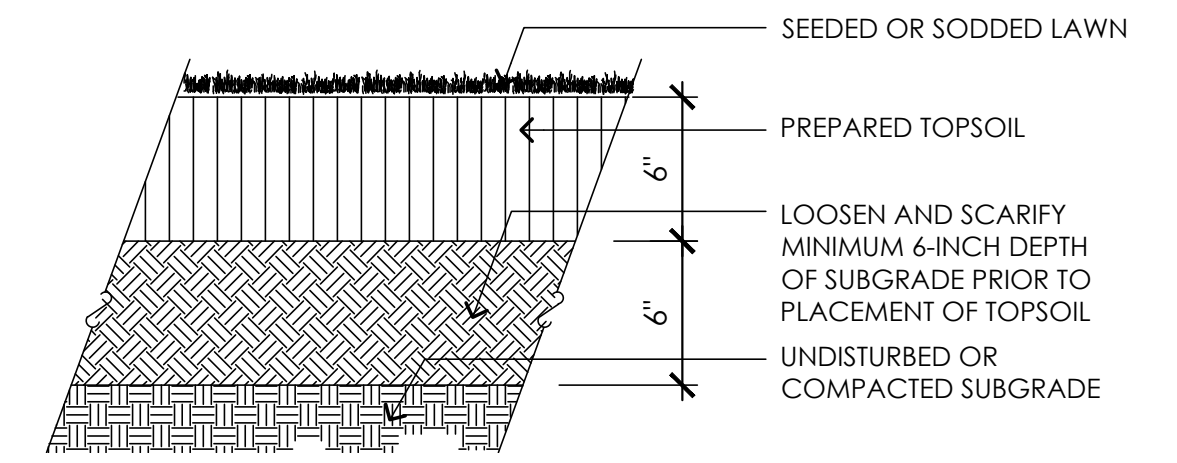
SPECIAL PERMIT & SITE PLAN REVIEW
AUGUST 16, 2022
SITE DETAILS - SHEET 2

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JOB NO:	21-026
FILE:	21-026-LM.dwg
DRAWN:	TJP
CHECKED:	TJP
SHEET NO:	

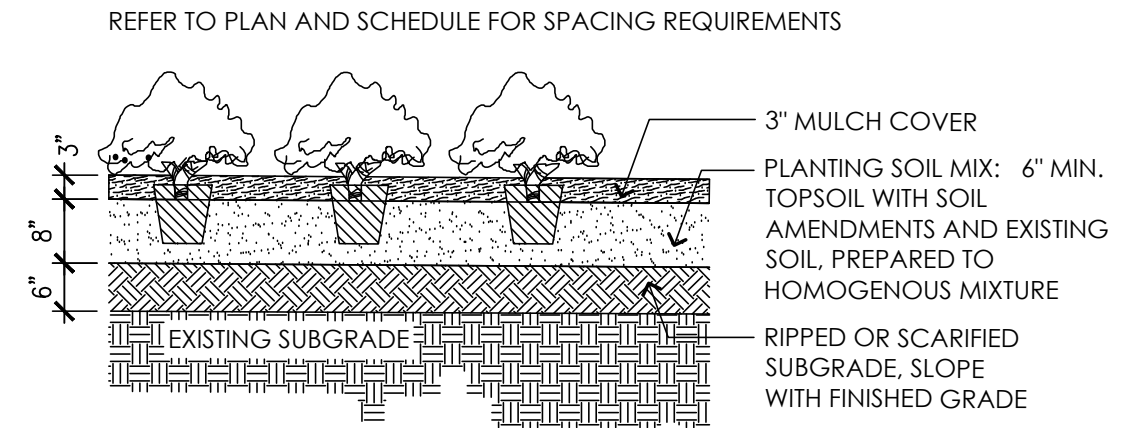
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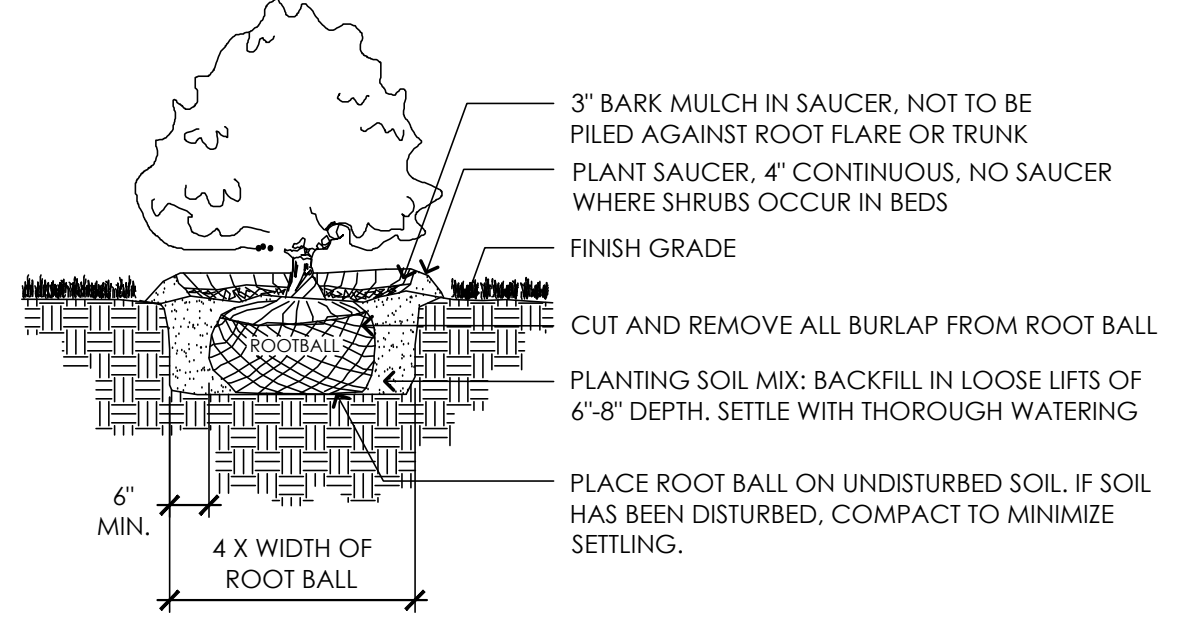
7 TYPICAL MAINTENANCE EDGE



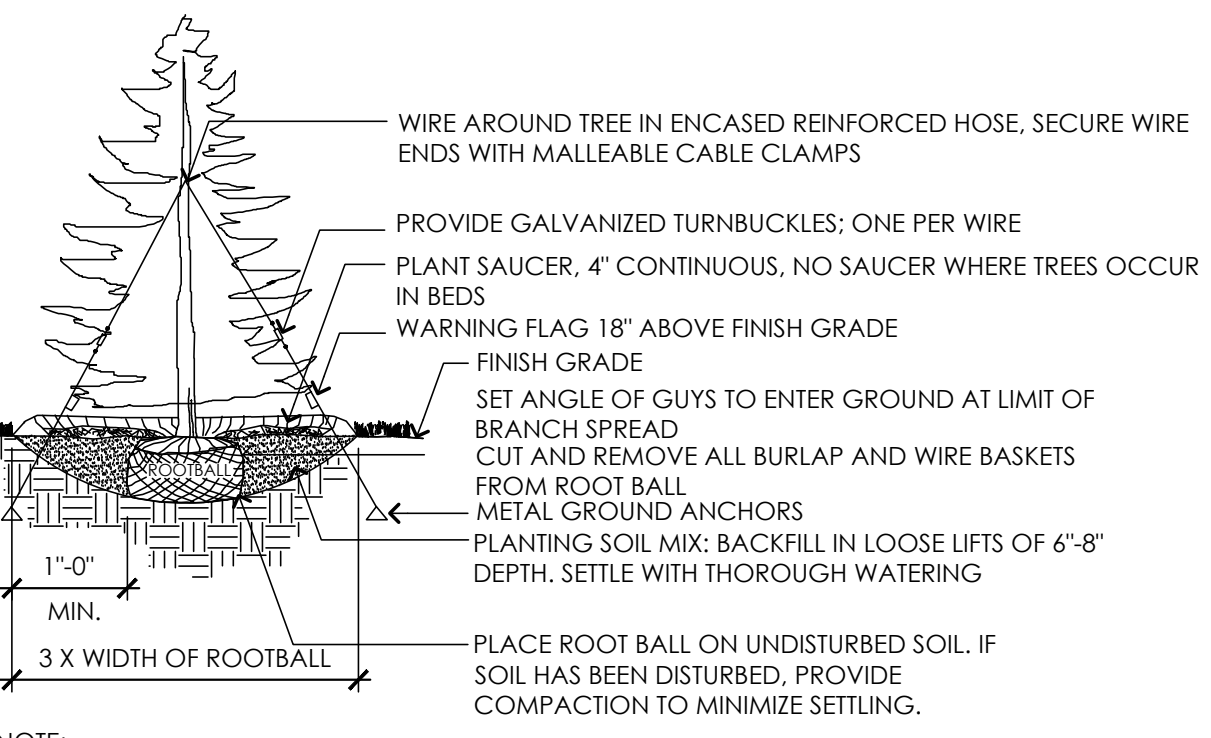
6 TYPICAL LAWN INSTALLATION



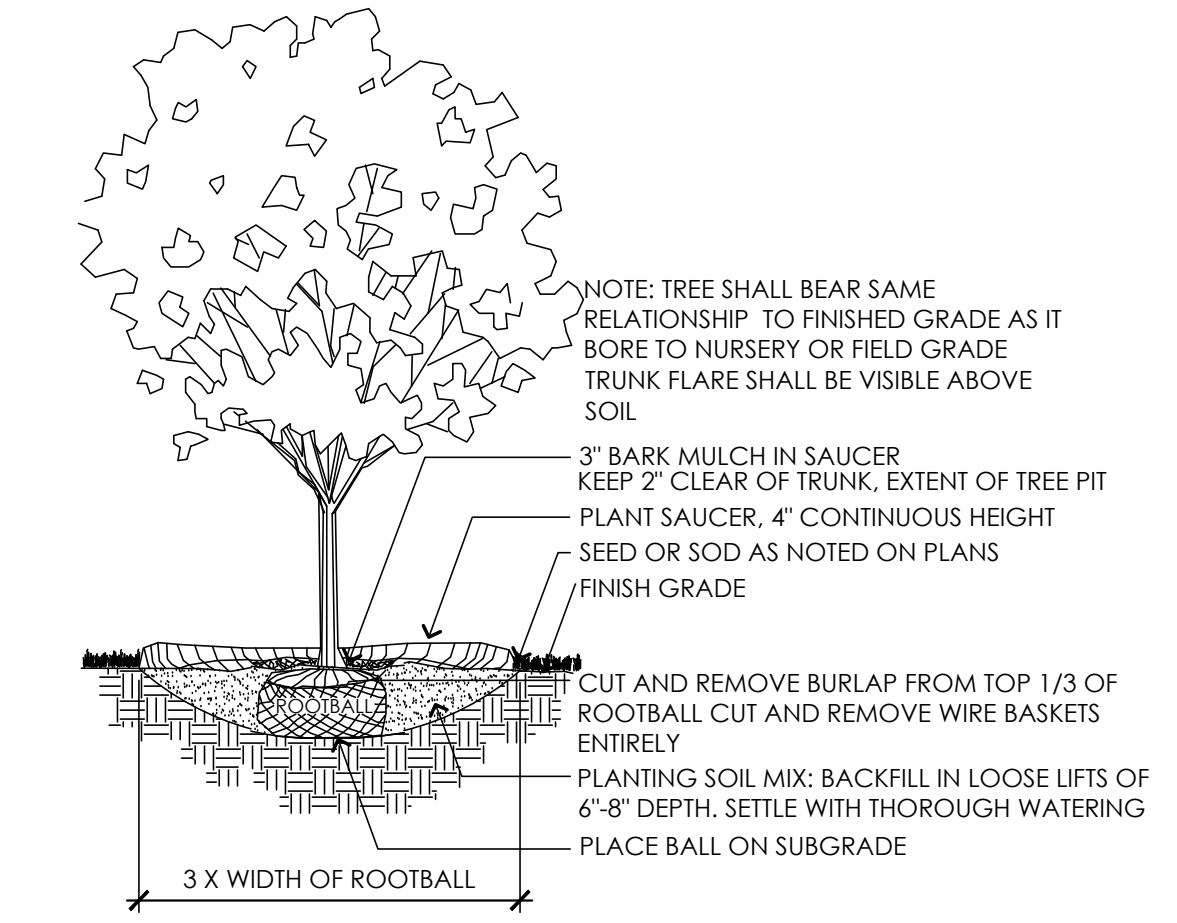
5 TYPICAL GROUND COVER PLANTING



4 TYPICAL SHRUB PLANTING



3 TYPICAL EVERGREEN TREE PLANTING



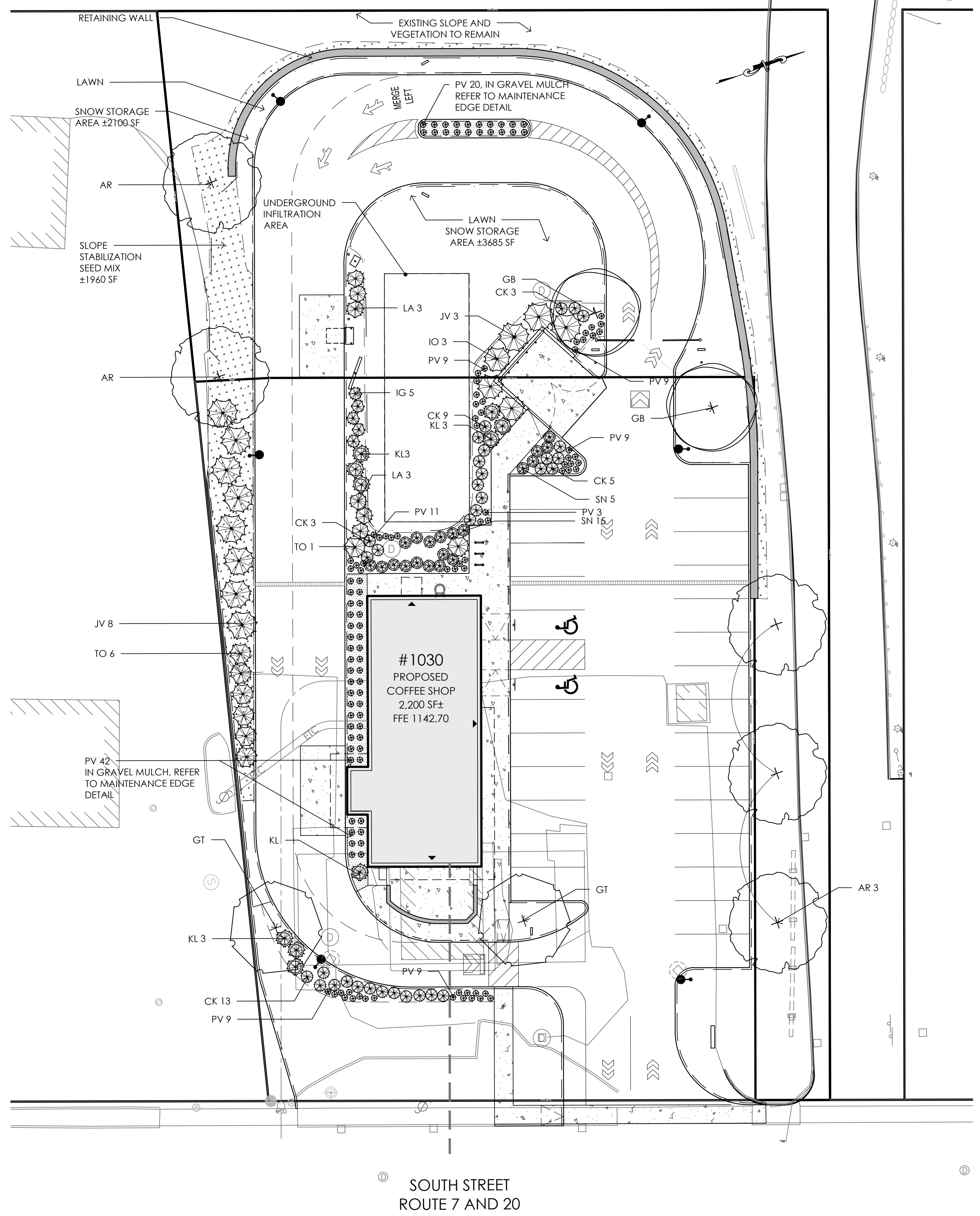
2 TYPICAL DECIDUOUS TREE PLANTING

LANDSCAPE NOTES

- DO NOT SCALE DRAWINGS.
- SCREENED IMAGES SHOW EXISTING CONDITIONS. WHERE EXISTING CONDITIONS LIE UNDER OR ARE IMPINGED UPON BY PROPOSED BUILDINGS AND/OR SITE ELEMENTS, THE EXISTING CONDITION WILL BE REMOVED, ABANDONED AND/OR CAPPED OR DEMOLISHED AS REQUIRED.
- EXISTING CONDITIONS INFORMATION IS REPRODUCED FROM THE SURVEY PREPARED BY LANDTECH CONSULTANTS, DATED MARCH 7, 2022
- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES.
- CONTRACTOR(S) SHALL THOROUGHLY FAMILIARIZE THEMSELVES WITH ALL CONSTRUCTION DOCUMENTS, SPECIFICATIONS, CONSERVATION COMMISSION NOTICE OF INTENT, AND SITE CONDITIONS PRIOR TO BIDDING AND PRIOR TO CONSTRUCTION.
- ANY DISCREPANCIES BETWEEN DRAWINGS, SPECIFICATIONS, AND SITE CONDITIONS SHALL BE REPORTED IMMEDIATELY TO THE OWNER'S REPRESENTATIVE FOR CLARIFICATION AND RESOLUTION PRIOR TO BIDDING OR CONSTRUCTION.
- ALL WORK CONDUCTED WITHIN PUBLIC RIGHTS-OF-WAY SHALL CONFORM TO THE REQUIREMENTS AND SPECIFICATIONS OF THE MUNICIPAL HIGHWAY DEPARTMENT AND DEPARTMENT OF PUBLIC WORKS STANDARDS.
- PRIOR TO THE START OF ANY EXCAVATION FOR THE PROJECT, BOTH ON AND OFF THE SITE, THE CONTRACTOR SHALL NOTIFY DIGSAFE AND BE PROVIDED WITH A DIGSAFE NUMBER INDICATING THAT ALL EXISTING UTILITIES HAVE BEEN LOCATED AND MARKED.
- OWNER'S REPRESENTATIVE TO FLAG ALL TREES TO BE TRANSPLANTED PRIOR TO CONSTRUCTION START.
- CONTRACTOR SHALL VERIFY ALL TREE REMOVALS AND/OR TRANSPLANTS WITH OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION START.
- CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL BUILDING FOUNDATIONS, STRUCTURES, AND PLANTING BEDS.
- MAXIMUM SLOPE WITHIN DISTURBED AREAS SHALL NOT EXCEED 3:1, UNLESS OTHERWISE NOTED.
- THE LANDSCAPE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE ALL PLANTINGS SHOWN ON THIS DRAWING.
- ALL MATERIALS SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
- ALL PLANTS SHALL BEAR THE SAME RELATIONSHIP TO FINISH GRADE AS TO ORIGINAL GRADES BEFORE DIGGING.
- ALL PLANTS TO BE BALLED IN BURLAP OR CONTAINERIZED.
- MULCH FOR PLANTED AREAS TO BE AGED PINE BARK; PARTIALLY DECOMPOSED, DARK BROWN IN COLOR AND FREE OF WOOD CHIPS THICKER THAN 1/4 INCH.
- SAFE USE OF MULCH IS REGULATED THROUGH 527 CMR 1.00, SECTION 10.13.10.4. THE REGULATION PROHIBITS THE NEW APPLICATION OF MULCH WITHIN 18\"/>

SUGGESTED PLANT SCHEDULE

SYM	BOTANICAL NAME	COMMON NAME	SIZE	QTY	☉	*	∂	⊞	⊠	⊡	⊢
TREES											
AR	<i>Acer rubrum</i> 'Red Sunset'	Red Sunset Red Maple	2-2 1/2" Cal.	5		*	∂	⊞	⊠	⊡	⊢
GB	<i>Ginkgo biloba</i> 'Autumn Gold' (Male)	Autumn Gold Maidenhair Tree	2-2 1/2" Cal.	2		*	∂	⊞	⊠	⊡	⊢
GT	<i>Gleditsia triacanthos</i> 'Shademaster'	Shademaster Honeylocust	2-2 1/2" Cal.	2		*	∂	⊞	⊠	⊡	⊢
EVERGREENS											
JV	<i>Juniperus virginiana</i> 'Emerald Sentinel'	Emerald Sentinel Red Cedar	6-7' Ht. B&B	11		*	∂	⊞	⊠	⊡	⊢
IO	<i>Ilex opaca</i>	American Holly	6-7' Ht. B&B	3		*	∂	⊞	⊠	⊡	⊢
TO	<i>Thuja occidentalis</i> 'Smaragd'	Emerald Arborvitae	6-7' Ht. B&B	8		*	∂	⊞	⊠	⊡	⊢
SHRUBS & GRASSES											
CK	<i>Calamagrostis</i> 'Karl Foerster'	Feather Reed Grass	#1 Pot	33		*	∂	⊞	⊠	⊡	⊢
IG	<i>Ilex glabra</i>	Inkberry	#7 Pot	5		/	*	∂	⊞	⊠	⊡
KL	<i>Kalmia latifolia</i>	Mountain Laurel	#3 Pot	10		*	∂	⊞	⊠	⊡	⊢
LA	<i>Leucothoe axillaris</i>	Coast Leucothoe	#3 Pot	6		*	∂	⊞	⊠	⊡	⊢
PV	<i>Panicum virgatum</i> 'Cape Breeze'	Cape Breeze Dwarf Switchgrass	#1 Pot	75		/	*	∂	⊞	⊠	⊡
SN	<i>Sorghastrum nutans</i>	Indian Grass	#1 Pot	20		*	∂	⊞	⊠	⊡	⊢
SEED MIXES											
Lawn	Lawn seed shall be a mixture of 35% Perennial Ryegrass, 30% Chewings Fescue, 30% Kentucky Bluegrass, and 5% Native Seed Mix. Native Seed Mix shall be equivalent to Northeast Native Grass Seed Mix Manufactured by NE Seed, East Hartford, CT, 800-825-5477 including species such as Virginia Wildrye (<i>Elymus virginicus</i>), Canada Wildrye (<i>Elymus canadensis</i>), Little Bluestem 'Camper' (<i>Schizachyrium scoparium</i>), Indiangrass 'Tomahawk' (<i>Sorghastrum nutans</i>), Switchgrass 'Dacotah' (<i>Panicum scoparium</i>).										
Slope Stabilization	Seed mix shall contain native grasses, wildflowers and shrubs blended together as a native matrix seed mix, and be equivalent to the New England Roadside Matrix Upland Mix as manufactured by New England Wetland Plants, Inc., 413-548-8000; www.newwp.com, containing species such as Virginia Wild Rye (<i>Elymus virginicus</i>), Little Bluestem (<i>Schizachyrium scoparium</i>), Red Fescue (<i>Festuca rubra</i>), Big Bluestem (<i>Andropogon gerardii</i>), Indian Grass (<i>Sorghastrum nutans</i>), Switch Grass (<i>Panicum virgatum</i>), Partridge Pea (<i>Chamaecrista fasciculata</i>), Butterfly Milkweed (<i>Asclepias tuberosa</i>), Panicledleaf Tick Trefoil (<i>Desmodium paniculatum</i>), Beard Tongue (<i>Penstemon digitalis</i>), Black Eyed Susan (<i>Rudbeckia hirta</i>), Hollow-Stem Joe Pye Weed (<i>Eupatorium fistulosum</i> /Eutrochium fistulosum)										
PLANT SUBSTITUTIONS											
If making substitutions on plant selections, care shall be taken to match the qualities shown in note section, as described to the right.											
Plant qualities noted are based on local extension services resources and nursery catalogs.											
Shade Tolerant ☉ / Part Shade											
Full Sun Tolerant *											
Drought Tolerant ∂											
Inundation Tolerant ⊞											
Evergreen ⊠											
North America Native ⊡											



1 SITE LANDSCAPE PLAN
SCALE: 1"=20'



**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

TO: Members of the Pittsfield City Council
FROM: Michael Wynn, Chief of Police
RE: Requested Bodyworn Camera Status Report
DATE: October 20, 2022

c: FILE
Mayor's Office
City Clerk's Office
Solicitor's Office

Councilors,

In response to Councilor Kavey's petition, the Department has prepared the following timeline and status update regarding our bodyworn camera (BWC) implementation program:

Since March 2022 the Pittsfield Police Department (PPD) has undertaken a systematic process to implement the use of Body Worn Cameras (BWCs) by Pittsfield Police officers during the course of their official duties. Between March and May 2022 department commanders, IT personnel, trainers, and other stakeholders identified three preferred vendors of BWCs to evaluate and consider for implementation within the department. Those three vendors (Axon, BodyWorn, and WatchGuard) were selected based on reputation, compatibility with existing evidence management platforms and communications equipment, vendor responsiveness, and technical support.

Once these vendors had been identified, department personnel began meeting with vendor representatives to examine the cameras, learn about their capabilities and limitations, explore storage/records management platforms, and design a testing and evaluation period. Simultaneously, department personnel also began drafting a temporary policy to utilize during the testing and evaluation period and pursuing grant funding to offset the cost of fully implementing a body worn camera program within the department:

The following timeline outlines department activities toward implementing a BWC

program since March:

3/29/2022 Introductory meeting with BodyWorn (Utility) tech rep (multiple departments)
4/26/2022 Watchguard (Motorola) Evidence Management System Meeting/Demonstration
5/17/2022 Watchguard (Motorola) Command Central Evidence Web Demonstration Introductory Meeting with Axon tech rep
6/1/2022 BodyWorn (Utility) product review
6/15/2022 Watchguard (Motorola) product demonstration
6/20/2022 Axon Road Show product demonstration, Pittsfield
7/14/2022 BodyWorn (Utility) product demonstration
7/21/2022 Axon Digital Evidence Management System demonstration
8/2/22 Commonwealth Law Enforcement Body Camera Task Force Recommended Regulations finalized
8/3/2022 Axon Testing and Evaluation (T&E) request paperwork signed and submitted
8/11/2022 Temporary BWC policy (T&E period) submitted for internal review (Lexipol sample policy)
Axon T&E cameras received
8/12/2022 PPD Grants Administrator begins Law Enforcement Body-worn Camera state grant application
8/17/2022 BodyWorn (Utility) T&E request paperwork signed and submitted
Patrol union responds with requested policy revisions
8/25/2022 LE Body Camera TF recommendation received
9/1/2022 State LE BWC grant application submitted
9/14/2022 Council petition for status report received
9/22/2022 Temporary policy 2nd draft circulated
10/3/2022 Temporary policy agreed upon by internal stakeholders
Initial request for T&E volunteer participants made
10/11/2022 BodyWorn (Utility) request for expanded T&E response received (pending due diligence)
10/13/2022 Eight (8) initial pilot participants selected
Temporary pilot policy issued
10/15/2022 Pilot participants receive initial BWC training

Axon T&E is tentatively scheduled to begin in the next 4 days

At the time of this report, the department anticipates beginning the Axon T&E period within the next 4 days. We are awaiting confirmation from BodyWorn (Utility) that they will agree to our request for an enhanced T&E trial. WatchGuard (Motorola) has been dropped from consideration due to lack of vendor responsiveness, comparable data storage cost, and negative reviews.



RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2022 AUG 15 PM 4:08

CITY OF PITTSFIELD

CITY COUNCIL, CITY HALL, 70 ALLEN STREET, PITTSFIELD, MASSACHUSETTS 01201

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that the Police Chief report back to the Council on the status of the implementation of body cameras for Pittsfield Police Officers.

Respectfully submitted,

A handwritten signature in cursive script that reads "Patrick Kavey".

Patrick Kavey
Ward 5 Councilor



One Wendell Avenue
Pittsfield, MA 01201
(413) 499-9480
www.pittsfieldlibrary.org

18 October 2022

Kenneth G. Warren Jr.
Ward 1 City Councilor

Re: October 4, 2022 Petition for creation & implementation of a Youth Poet Laureate for Pittsfield

Dear Councilor Warren:

Thank you for your petition showing support for the creation and implementation of a Youth Poet Laureate for Pittsfield. It is encouraging to have your interest in supporting the library and the community in this way. Your petition shows me that you understand the sizeable undertaking that such an initiative represents, including the need for adequate funding to make it a successful reality.

I can assure you that the library staff and I are interested in such a program. The National Youth Poet Laureate initiative is a program of Urban Word, an award-winning youth literary arts and youth development organization, with offices in New York City and Los Angeles. According to their website, Boston and Malden seem to be the nearest partner cities. Additionally, the Massachusetts Cultural Council (MCC) is our lead organization for the state and national Poetry Out Loud (POL) program. POL is "a national recitation contest for high school students that celebrates the power of the spoken word and a mastery of public speaking skills while cultivating self-confidence and appreciation of students' literary heritage." Both of these programs can provide an infrastructure for Pittsfield.

Of course, we do have some infrastructure in place. The Mastheads "Fireside" program, for example, is already bringing poetry into our schools. Their work connects the summer residency for professional level writers with laying a foundation for our elementary school students. The results – including the billboards and sidewalk poems they have created – are truly inspirational.

Wonder inside.

For this work to have the impact and reach that you suggest, including engaging partners like the *Berkshire Eagle*, *iBerkshires*, *Berkshire Magazine*, and *Berkshire Edge*, it is likely that development of an adult Poet Laureate for Pittsfield is also in order. Having successful role models will be important to ensure that the students have meaningful support and encouragement. If we want this to have a lasting impact, we have to build a network that will withstand time.

Actively involving our local educational institutions, as you suggest, can strengthen that network and ensure its continued success. A youth poet laureate program will specifically thrive when we engage our school librarians. I hope that your support of this initiative indicates that you fully support restoring librarian positions in our schools. We are currently in the process of hiring a young adult librarian at the Athenaeum, and though we can provide the leadership on this program, it will take many hands to do the work.

I hope that your petition is just the beginning of the conversation. Here at the Athenaeum, we will start the process once the young adult librarian has settled in, and I hope we can count on you to champion the project as it grows.

Respectfully submitted,



Alex Reczkowski
Library Director



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2022 OCT -5 PM 1:39

October 04 2022

To the City Council of the City of Pittsfield:-

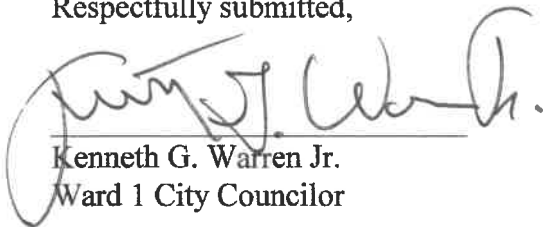
The undersigned respectfully

Request that the City Council refer to Mayor Linda Tyer and Berkshire Athenaeum Director Alex Reczkowski for creation & implementation of a Youth Poet Laureate for Pittsfield. Suggested criteria would be an individual between 17 years old and 21 years old who is preferably a student in our local high schools or Berkshire Community College.

We have a wealth of excellent individuals and groups to assist in making this award. Obviously are two local theaters, Barrington Stage & Berkshire Theatre Group come immediately to mind. The WordXWord/ 10 x 10 Festival should be included as a resource. The local media such as the Berkshire Eagle, iBerkshires the Berkshire Magazine, & the Berkshire Edge among others. And finally our local educational institutions should be invited to be actively involved.

This would provide an excellent fit between our encouragement as well as focus on our local youth and our strong cultural identity in the region if not the nation.

Respectfully submitted,


Kenneth G. Warren Jr.
Ward 1 City Councilor



CITY OF PITTSFIELD
HEALTH DEPARTMENT, 100 NORTH STREET, PITTSFIELD, MA 01201

October 18, 2022

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

- Re: A petition from Councilor Kronick requesting the Health Department inspect the sidewalks located at 193 Elberon Avenue. (Rose Manor)

Honorable members of the City Council:

The Health Department had a discussion with the Director of Maintenance for the Pittsfield Housing Authority on October 13, 2022. The Director of Maintenance provided the Health Department with a scope of work project document that addresses the sidewalks and driveways that will be replaced in the spring of 2023. The Health Department did an inspection and advised the Director of Maintenance to caution off any immediate dangers that could be in the sidewalk currently until the replacement in the spring. The Health Department accepts the plan from the Pittsfield Housing Authority to replace sidewalks and driveways in the spring of 2023. The plan has been attached for your review.

Sincerely

A handwritten signature in black ink that reads "Andy Cambi".

Andy Cambi
Director of Public Health

Attachment: Work Order for Site Paving and Upgrades Phase 1

**WORK ORDER SCOPE OF SERVICES
AND PAYMENT FOR SERVICES**
DHCD Project # 236089
Pittsfield Housing Authority
Site Paving and Upgrades, Phase 1
667-02 Rose Manor
June 16, 2022



Pursuant to Article 6 of RFS DHCD HD2020, the scope of services under this work order is described herein. The construction budget for this project is **\$550,000**

I. Background:

The Elderly Housing development at Rose Manor consists of nine one/two-story buildings of 12 units each built in 1966, and seven one/two story buildings of 8 units each built in 1986, situated around a looped drive on a moderately sloped site. There is also a centrally located single story Community Building (1966) with a more recent addition. The residential buildings are split-level with open staircases in the center.

The roads, parking areas and walks are predominantly bituminous concrete, with some areas of cement concrete. These have deteriorated badly over the years, with numerous frost heaves and curbing damaged from vehicle impact. PHA is seeking designer services for a phased replacement of all bituminous paving and selective replacement of curbing and concrete pavement throughout the site.

The LHA does have a copy of the original construction drawings for this development. Asbestos/Lead testing is not required for this project. The buildings will be occupied during construction.

II. Project Goals and General Scope:

The Goal of the project is: To fully upgrade vehicular and pedestrian circulation and safety throughout the entire Rose Manor site.

The Scope of the project includes, but is not limited to:

- Performing a topographical survey of the site to document existing conditions, including, but not necessarily limited to, storm drainage, critical spot elevations, surface utility locations, locations of trees within the project design area, and pavement alignments incidental to the design of the project.
- Identification and removal/recycling of existing pavements by whatever means is most cost effective and otherwise beneficial to the project.
- Replacement of all bituminous surfaces (roads, walks and parking areas) with like material. Granite curbing shall be used at the head of all parking areas and wherever judged to be most suitable by the Designer in consultation with the Authority. Cement concrete paving shall be replaced only where necessary.
- Replacement of site step runs shall be left to a later construction phase.
- Walkways leading to building entrances shall be ramped where possible to allow barrier-free access.
- A proper number of accessible parking spaces shall be designated, designed and distributed according to MAAB design requirements. Accessible curb cuts shall be provided at all road crossing points and at accessible parking spaces. All other parking spaces shall be striped to maintain the existing parking space count. No new spaces are anticipated.

It is anticipated that the project will be ready for a Spring, 2023 construction start.

Issues of sustainability, resiliency to climate hazards, and indoor air quality as relate to the project should be considered in the project design. Guidelines for these issues are on the [Design and Construction Guidelines and Standards Webpage](#) and information on the programs are on the [Public Housing Sustainability, Resilience and Healthy Building Environments webpage](#).

Issues of aging in place should be considered in the project design. See the [DHCD Aging in Place Checklist](#) on the [Design and Construction Guidelines and Standards Webpage](#).

III. Project Phases:

Work under this Work Order is divided into the Project Phases as listed below. Each Project Phase may consist of one or more required submissions, and may include site visits, meetings with the LHA, DHCD, and others, or other tasks as described.

- The DHCD Design and Construction Guidelines and Standards which are applicable to the scope of work of this project can be found at <https://www.mass.gov/service-details/design-construction-guidelines-standards>
- Electronic Submissions should be made at: <https://caphub.azurewebsites.net/Project/Detail?fishNumber=236089&tab=design-tab> . Sign in with your user name and password to access projects to which you have been assigned. Electronic Submissions should be made in PDF format. A copy of the standard DHCD A/E Document Submission Transmittal Form for hard copies will be available by link from the electronic submission window and can be found at <https://www.mass.gov/service-details/design-construction-guidelines-standards>.
- The Pittsfield Housing Authority contacts for the project will be Ms. Constance Scott at conniescott@pittsfieldhousing.org and Mr. Eric Depson at EricDepson@pittsfieldhousing.org. The DHCD contact will be John Olsen at john.olsen@mass.gov.
- **Submittals are to be by electronic submittal to Cap Hub**

A. Study/Investigative Phase: waived for this project.

B. Schematic Design Phase:

1. The Designer shall Schedule and Conduct a "Kick-Off" meeting/ teleconference with housing authority and DHCD representatives to review the project. If appropriate to the size and complexity of the project, a "Kick Off via teleconference" is acceptable and includes representatives of the housing authority and DHCD. Prior to the meeting the Designer shall:
 - a. Thoroughly review the requirements of the Work Order including scope, budget, and schedule.
 - b. Conduct a thorough on-site review of conditions relating to the project.
 - c. Collect and study all available drawings, reports, maintenance reports and other existing data pertaining to the project.
 - d. Analyze all applicable codes and regulations, the DHCD Design and Construction Guidelines and Standards and any special design standards supplied by the Housing Authority.
 - e. Interview Housing Authority staff. Meet with local building officials if applicable.
 - f. Determine at the meeting which bidding host is to be utilized.
2. The designer shall provide meeting minutes 1 week after the meeting.
3. The Designer shall conduct a topographical survey of the site and perform all other investigative work that may be necessary.
4. **Milestone Work Product Submission:** Prepare and submit a formal "Schematic Design" submission incorporating the scope, suggestions or additions to the scope which will include but not be limited to: preliminary sketches and details, an outline specification, a cost estimate broken down according to CSI specification sections, and a schedule update. Should the construction cost estimate produced at the Schematic Design Phase exceed the construction budget for this project by 10%, a written statement with supporting details shall be prepared recommending how the scope of work could be modified, to comply with the construction budget for this project, including alternates that might be recommend.
5. If required by the Authority, meet with DHCD and the Authority to resolve any issues.

C. Design Development Phase: waived for this project.

D. Construction Documents Phase:

1. If required by the Authority, meet with DHCD and the Authority to review and select design options developed in previous design review phases.
2. **Milestone Work Product Submission:** Prepare and submit a "Construction Document Submission" at the 100% level of completion:
 - a. Include a revised cost estimate broken down according to CSI specification sections as part of the submission.
 - b. Incorporate the DHCD "front end" sections, including Division 01, General Requirements of the Technical Specifications into the Project Manual. The "front end" sections are available on the DHCD website to facilitate editing at <https://www.mass.gov/public-housing-modernization-documentation/need-to-know>
 - c. Include Specifications prepared in CSI standard format.
 - d. Include changes required from previous submission.
3. After review and written comments prepared by the Authority, their RCAT if applicable and the Department for the 100% submission have been addressed, a single construction bid package shall be prepared for the solicitation of competitive bids in accordance with MGL Chapter 149 Section 44A-J bid requirements.
4. After Approval to Bid has been issued, the Designer shall prepare and transmit a PDF version of the bid set documents to the electronic plan rooms for posting on their website. (see DHCD advertisement to bid to see multiple choices available for a plan room).



City of Pittsfield

____ 20 ____ 22

To the City Council of the City of Pittsfield:-

The undersigned respectfully

October 4, 2022

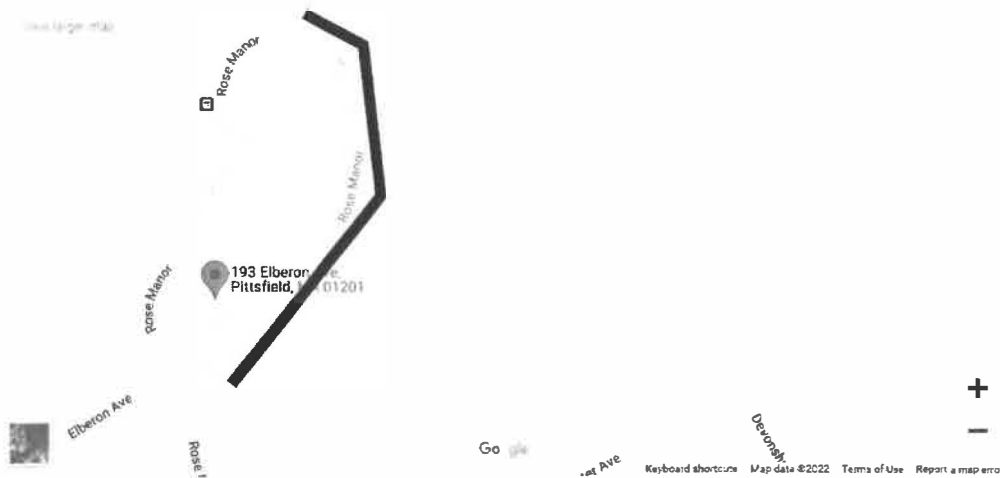
Honorable members of the City Council:

The undersigned respectfully requests that the Health Department review the condition of the sidewalks at Rose Manor, 193 Elberon Avenue. Rose Manor is host to an elderly/disabled population of whom many are reliant on walking aids, referred to as 'walkers'. The sidewalks are severely degraded and cannot accommodate walkers. As a result, residents are resorting to using the street and are at risk of accidents. Furthermore, the uneven grading of the asphalt sidewalks have resulted in numerous falls resulting in injuries.

My request is that the Director of Health conduct an inspection and coordinate with the Pittsfield Housing Authority to restore these sidewalks to even grade to eliminate trip hazards and to accommodate wheelchair and walkers.

Primary complaints direct to the five units on the east branch from the main entrance.

Building maintenance is available 24 hours a day by calling (413) 437-1100.



Signed: Charles Kronick, Councilor Ward 2



CITY OF PITTSFIELD

HEALTH DEPARTMENT, 100 NORTH STREET, PITTSFIELD, MA 01201

October 18, 2022

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

- Re: A petition from Councilor Maffuccio requesting a status update on the demolish status for 27 Vin Hebert Blvd.

Honorable members of the City Council:

The Health Department has issued a nuisance condemnation order for this property on August 29, 2022. After one year of being in a condemnation status, the Board of Health will review the property status. The property may be escalated to a demolition candidate. At which point a demolition order is issued to the owner of the property. At this present time this property is not a demolition candidate for the City of Pittsfield.

Sincerely

A handwritten signature in black ink that reads "Andy Cambi".

Andy Cambi
Director of Public Health



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2022 OCT -5 AM 9: 20

October 4, 2022

20

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Honorable member's of the City Council and Colleagues submitted is a petition asking for a status update of 27 Vin Herbert and if the City plans to demolish it, this property has been abandoned for many year and that a response be submitted to the City Council at it's next September meeting.

Respectfully,

Anthony Maffuccio
Ward 7 Councilor



CITY OF PITTSFIELD

CITY COUNCIL, CITY HALL, 70 ALLEN STREET, PITTSFIELD, MASSACHUSETTS 01201

October 19, 2022

To the Honorable members of the City Council:

In accordance with Section 7-6 of the City Charter I requested the Purchasing Agent to issue an RFP for Auditing Services. Proposals were received and I followed the recommendations of the Purchasing Agent to establish a committee to review the proposals.

The committee consisted of Director Kerwood, Accountant Crespo and myself.

The Committee is recommending that we retain the services of Scanlon and Associates.

The next step is a vote approving this recommendation.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Marchetti". The signature is written in a cursive style with a large initial "P" and a long horizontal stroke at the end.

President Peter Marchetti

NAME OF COMPANY: _____

**CITY OF PITTSFIELD
MASSACHUSETTS
PURCHASING DEPARTMENT**

RFP#23-002

Request for Proposals for: Municipal Auditing Services for 3 Years

Submission Deadline: August 22, 2022 @ 2:00 PM

Linda M. Tyer, Mayor

Colleen Hunter-Mullett, Purchasing Agent

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I. General Information and Proposal Submission Requirements

This request for proposals is issued in accordance with the provisions of M.G.L. Chapter 30B

1. Proposal Submission

- A. All proposals must be received in the City of Pittsfield Purchasing Department, 70 Allen Street, Pittsfield, MA 01201 on or before 2:00 P.M. August 22, 2022. The clock in the Purchasing Office shall be the sole determining factor of time.
- B. If, at the time of the scheduled proposal submission deadline, City Hall is closed due to uncontrolled events such as fire, snow, ice, or building evacuation, the proposal deadline will be postponed until 2:00 p.m. on the next normal business day. Proposals will be accepted until that date and time.
- C. Each proposer must submit One (1) original and Three (3) copies of their proposal.
- D. Each proposal must be clearly marked on the outside of the envelope "Sealed Proposal Enclosed, RFP #23-002 Municipal Auditing Services for 3 Years".
- E. Price proposals must be submitted in a separate sealed envelope, clearly marked, "Sealed Price Proposal Enclosed, RFP23-002 Municipal Auditing Services for 3 Years".
- F. The submission of a proposal will be construed to mean that the proposer is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the proposer can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

2. Required Submittals

Please use this checklist to ensure you have included all required submittals with your proposal.

All proposals shall include:

- _____ A completed proposal-pricing sheet – **submitted in a separate sealed envelope.**
- _____ A completed and signed proposal signature and addenda acknowledgement page.
- _____ A completed and signed non-collusion affidavit.
- _____ A completed and signed affidavit of compliance.
- _____ A completed and signed attestation of taxes.
- _____ A completed reference sheet.

3. Questions Concerning Request for Proposals

Questions concerning this RFP should be directed to the City of Pittsfield Purchasing Agent, in writing, no later than five business days prior to the scheduled proposal opening. No questions will be considered, or interpretations issued, unless such request is received in the Purchasing Department within the specified time-period.

4. Addenda

If any changes are made to this RFP, an addendum will be sent via certified mail, facsimile, or e-mail to all proposers on record as having picked up the RFP. All addenda must be acknowledged on the bid forms. Failure to do so may result in automatic rejection of bid.

5. Modifications by Proposer

A proposer may correct, modify, or withdraw a proposal by written notice received by the City prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____." Each modification must be numbered in sequence, and must reference the original RFP.

6. Pre-Proposal Conference

There will be no pre-proposal conference for this project

7. Cancellation of Request for Proposals

The City of Pittsfield may cancel this RFP if the City of Pittsfield determines that cancellation or rejection serves the best interests of the City.

8. Proposal Pricing

All proposal prices, **submitted in a separate sealed envelope**, shall remain firm for thirty (30) days following the RFP opening and shall be submitted in a lump sum for each fiscal year audit and submitted on the Price Proposal Form located on page 15 of this RFP.

9. Signatures for Proposal

Proposals must be signed as follows:

- A. If the proposer is an individual, by her/him personally;
- B. If the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner;
- C. If the proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

II. Purchase Description/Scope of Services

The City of Pittsfield is seeking proposals from qualified firms/individuals to perform auditing services for a period of three (3) years. Services shall include, but not be limited to auditing of the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information for the years ended June 30, 2022, June 30, 2023, and June 30, 2024, except for the opinion, insofar as it relates to the amounts included for the Pittsfield Contributory Retirement System, which are as of and for the year ended on December 31st of each year of this contract. The Berkshire Athenaeum shall not be audited under this contract, but shall be audited by others.

These audits are to be performed in accordance with (1) Generally accepted auditing standards generally accepted in the United States of America as set forth by the Government Auditing Standards (GAS), Standards of financial audits as set forth in the U.S. Government Accountability Office's Government Auditing Standards issued by the Comptroller General of the United States, provisions of the Single Audit Act Amendments of 1996 and the U.S. Office of Management, Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and Standards as set forth by local or state charter, code or other legal mandate.

The successful firm or individual shall be familiar with government standards for federal, state and local government, OPEB, PERAC, and hold a valid license from the Commonwealth of Massachusetts Division of Professional Licensure. There is no expressed or implied obligation for the City of Pittsfield to reimburse firms or individuals for any expenses incurred in preparing proposals in response to this request.

1. Description of Government and Scope of Services Required

Year of Incorporation: 1761

Charter Date: 1932 (Chapter 280 of the Acts of 1932)

Form of Government: M.G.L. c. 43 "Plan B", a city government and legislative body comprised of the Mayor and a City Council.

Term Length and Term Limits of Elected Officials: Term of four (4) years for Mayor and term of two (2) years for Councilors.

Composition of Governing Body: Mayor and City Council consisting of eleven (11) members – four (4) At-Large Councilors and seven (7) Ward Councilors.

Population Size and Other Relevant Demographics: Population is 44,737 as of 2010 census; Pittsfield is a ___ square miles with ___ square miles being land and ___ square miles being water. Within City limits are 2 large lakes, Onota Lake and Pontoosuc Lake.

Activities and services provided by the government to its citizenry:

Human Services
Municipal Solid Waste and Recycling Services
Household Hazardous Waste Collection Events

Accounting and Reporting Structure, including chart of accounts or summary description of number and types of funds and account groups"

Accounting systems/Software used in accounting and financial reporting activities: Munis

Basis of Accounting used in daily operations: Statutory/UMAS

Component units and joint ventures included in the reporting entity:

Pittsfield Community Development
Pittsfield Retirement System
Pittsfield Water/Sewer/Wastewater Enterprise Fund

Pension Plans and actuarial services information:

Pittsfield Retirement Board

Additional resource information (for example, budget documents, official statements, annual financial reports, policies and procedures, prior internal or external audits, single audits), along with contact names and numbers to obtain access to this information:

Matthew M. Kerwood, Finance Director 413-499-9466
Allison M. Crespo, City Accountant 413-499-9425

Scanlon & Associates, CPA’s performed the annual audit for the past several years including the most recent annual audit of the City in 2020 for the fiscal year ended June 30, 2020. A copy of the audit report(s) is available upon request from the City Finance Director or City Accountant, as noted above. The cost of the City’s annual audit range from \$77,000.00 to \$86,800 over a 5-year period.

1.2 Nature of Services Required

The independent auditor will prepare the annual financial statements for the City of Pittsfield, Massachusetts in accordance with generally accepted accounting principles and in conformity with municipal audit requirements of the Commonwealth of Massachusetts. The audit shall comply with the Single Audit Act requirements issued by the Commonwealth of Massachusetts and the Comptroller General of the United States.

All duties and responsibilities of the independent auditor shall be conducted in accordance with all pertinent provisions of the Massachusetts General Laws and ordinances of the City of Pittsfield.

The primary purpose of the audit will be to express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles. If conditions are discovered which lead to the belief that material errors, defalcations, or other irregularities exist, or if any other circumstances are encountered that require extended services, the independent auditor will promptly advise the Mayor.

To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with:

- (a) Generally accepted auditing standards generally accepted in the United States of America as set forth by the Government Auditing Standards (GAS)
- (b) Standards for financial audits as set forth in the U.S. Government Accountability Office’s Government Auditing Standards issued by the Comptroller General of the United States
- (c) Provisions of the Single Audit Act Amendments of 1996 and the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
- (d) Standards as set forth by local or state charter, code, or other legal mandate

The audit examination shall include:

- 1.2.1 Year end audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise of the basic financial statements of the City of Pittsfield as of and for

the year ended each June 30 during the term of the contract in accordance with generally accepted accounting principles.

1.2.2 Required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the City of Pittsfield's basic financial statements. Unless problems are encountered with the presentation of the RSI or with procedures relating to it, no opinion will be presented. The following RSI is required by generally accepted accounting and will be subjected to certain limited procedures, but will not be audited: Management's Discussion and Analysis (MDA); Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – Budgetary Basis-General Fund; and Schedules of funding Progress and Contributions from Employer.

1.2.3 Supplementary information other than RSI shall accompany the City of Pittsfield's basic financial statements. The following supplementary information will be subject to the auditing procedures applied in the audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

(a) Schedule of Expenditures of Federal Awards

1.2.4 Expected Deliverables (Reports):

- (a) Expressed opinion on the fair presentation of the City of Pittsfield's financial statements in conformity with generally accepted accounting principles
- (b) A report on compliance and internal control over financial reporting based on an audit of the financial statements
- (c) Single audit report relative to federal funded programs, directly or indirectly, on compliance and internal control over compliance application to each major federal program
- (d) Printing and binding of thirty (30) copies of the completed audit report(s) (including audited general purpose financial statements, opinions, and any other supporting documentation required) and a separately bound management letter.
- (e) The Independent auditor shall also be responsible for filing copies of the completed audit report(s) with required state and federal agencies.

Single Audit and General Purpose Financial Statements Draft Report must be completed no later than March 15, subsequent to the year being audited.

1.2.5 Management letter indicating deficiencies or opportunities for accounting and reporting improvements, specifically identifying any reportable condition or material weakness. In the required report(s) on compliance and internal controls, the independent auditor shall communicate any reportable condition found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

Non-reportable conditions discovered by the independent auditor shall be reported in a separate letter to management, which shall be referred to in the report(s) on compliance and internal controls.

1.2.6 The report on compliance and internal controls shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate

management letter, which shall be referred to in the report on compliance and internal controls.

- 1.2.7 The independent auditor shall be required to make an immediate written report of all irregularities and illegal acts of which they become aware to the following parties: Mayor, City Auditor and/or City Comptroller.
- 1.2.8 In addition to completing the annual audit, the independent auditor shall be available during normal business hours throughout the contract period to provide the City with advice and guidance on financial accounting and reporting issues. The independent auditor will also be expected to keep the City abreast of the working requirements of all new accounting and financial pronouncements of the Governmental Accounting Standards Board, the United States Office of Management and Budget; and the Commonwealth of Massachusetts.
- 1.2.9 At the conclusion of each annual audit, a representative of the independent auditor may be required to appear before the Mayor and City Council to discuss the findings resulting from the audit.

1.3 Responsibilities of the City/Assistance Provided by City during Audit

- 1.3.1 The City shall receive from the independent auditor every two (2) to four (4) weeks as work progresses, a status report and invoice for services to date in accordance with M.G.L. c. 41, § 56. Invoices will be paid within thirty (30) days of receipt of a correct invoice, unless a prompt payment discount is offered. The City shall review and evaluate the progress of the project, and if necessary or advisable, notify the independent auditor whether the work performed is or is not satisfactory and timely. If significant additional time is necessary, due to unexpected circumstances, the independent auditor shall notify the City before incurring any additional costs to the City.
- 1.3.2 The City shall, as available, provide to the independent auditor adequate office space including desk, chairs, and a file cabinet for the duration of the project for convenience use while performing audit services for the City.
- 1.3.3 The City's assistance to the independent auditor shall be limited to preparation of a working trial balance, preparation of all year-ended schedules, photocopying documents, location of records (the pulling and filing of specific documents will be the responsibility of the independent auditor who will be required to file these documents in an orderly manner) or as itemized on an audit preparation checklist for use by a specific department.

1.4 Responsibilities of the Independent Auditor

- 1.4.1 The independent auditor shall retain audit records and/or the disposition of auditor records as required by law for a period of not less than 7 years and available to the City as well as governmental auditors or other oversight agencies, if they request them at no additional cost to the City.
- 1.4.2 The independent auditor shall prepare the annual financial statements.
- 1.4.3 The independent auditor shall prepare the Schedule of Expenditures of Federal Awards.
- 1.4.4 The independent auditor shall complete the Management Discussion & Analysis (MD&A) and shall assist management in accepting responsibility and sign-off of recommendations.

- 1.4.5 The independent auditor shall maintain the fixed asset and depreciation schedules.
- 1.4.6 The independent auditor shall maintain the debt amortization schedules for the financial statements which breaks down the individual issues by governmental activities and business-type activities, as well as inside and outside the debt limit. The Independent Auditor shall obtain information from the City or financial advisors.
- 1.4.7 The independent auditor shall request a report of expenditures over \$20,000 from the City Auditor's office to generate data for the annual fixed asset additions.

1.5 Audit Timetable

- 1.5.1 The independent auditor will be required to submit, for each year of the contract, a comprehensive work schedule which sets forth dates by which certain milestones in the audit process must be reached: starting date, completion date, and the independent auditor's staff assignments for each year of the contract. Single Audit and General Purpose Financial Statements must be completed no later than March 15th, subsequent to the year being audited.

1.6 Audit Staffing

- 1.6.1 The independent auditor must, for each year of the contract, set forth the staffing to be utilized under the contract. All personnel assigned to the contract shall be subject to the approval of the Mayor prior to the commencement of the individual's duties with the City and may be removed for cause from the contract by the independent auditor upon written notification from the Mayor.
- 1.6.2 The qualifications of each individual set forth above will be provided to the City by submitting full resumes, which must include prior work experience, dates, positions, responsibilities for each employer, education and professional affiliations.
- 1.6.3 Since the project staffing is such an integral part of the contract, the independent auditor shall contractually commit all individuals as submitted in their proposal, to the contract. Any deviation from the proposed individuals and man hours will constitute a breach of agreement to any contractual agreement which may result from this Request for Proposals.
- 1.6.4 Should it become impossible for a contractually committed individual to complete his/her duties, for a reason such as termination of employment, any change in the independent auditor's staffing as outlined in the proposal will be subject to the approval of the City. The City shall notify the independent auditor within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced.

III. Minimum Quality Requirements

Proposers must meet all provisions of the Minimum Evaluation Criteria in order to qualify for consideration under the Comparative Evaluation Criteria. Any proposer who does not satisfy this requirement will be considered non-responsive and its proposal will receive a rating of Unacceptable.

1. Proposers must provide all of the services described in Section II: Scope of Services and comply with all Bid Submission Requirements listed in Section I.
2. Proposers must have record of responsible audit services with minimum of five (5) years of satisfactory performance under at least five (5) different contracts, one of which must be a Massachusetts municipality or equivalent, similar in size and scope to the City's proposed contact or has past experience providing auditing services for the City.
3. Proposer complies with applicable requirements for peer review and continuing professional education as required by the Commonwealth's Division of Professional Licensure.
4. Proposer's business must be licensed to do business in the Commonwealth of Massachusetts as may be required.
5. Proposer must perform the substantive portion of the principal work described in the Scope of Services.
6. Proposer has submitted at least five (5) references, one (1) of which is a Massachusetts municipality, school district or equivalent for which the Proposer has completed successful audit services or has had a past contract with the City in good standing.
7. Knowledge of the City's municipal accounting software used by the City Auditor and Comptroller is preferred, as this software is required to aid in posting adjustments to entries and preparation of reports.

IV. Evaluation Criteria

Proposals submitted will be evaluated by an audit evaluation committee selected by the Mayor, anticipated to include the City Auditor and the City Comptroller. During the evaluation process, the Audit Committee and the City reserve the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Mayor, proposers submitting proposals may be requested to make oral presentations as part of the evaluation process. Proposers who satisfy all provisions of the Minimum Evaluation Criteria will be evaluated by the measures as set forth below.

All proposers eligible for rating through this section will be rated for each of the categories through the following distinctions:

- A) Non-Advantageous
- B) Advantageous
- C) Highly Advantageous

4.1 Proposer's relevant experience with municipal audit programs in the Commonwealth of Massachusetts ("MA").

A) Not Advantageous:

The proposer has five (5) years of experience in performing successful audit services in MA.

B) Advantageous:

The proposer has more than five (5) years of experience but less than ten (10) years in performing successful audit services in MA.

C) Highly Advantageous:

The proposer has ten (10) or more years experience in performing successful audit services in MA.

4.2 Proposer's demonstrated ability to complete audit services on a timely basis:

A) Not Advantageous:

Two of the proposer's references indicate that the audit services were completed with substantial delays attributable to the proposer, and no current audit or audit completed in the last year experienced substantial delays attributable to the proposer.

B) Advantageous:

Only one of the proposer's references indicates that the audit services were completed with substantial delays attributable to the proposer, and no current audit or audit completed in the last three (3) year experienced substantial delays attributable to the proposer.

C) Highly Advantageous:

All of the proposer's references indicate that the audit services were completed on schedule or with minimal, insignificant delays.

4.3 Qualification and experience of the audit staff, including consultants, if any, to be assigned to the audit for the City.

A) Not Advantageous:

Three (3) years' experience in a municipal audit team capacity, experience in the Commonwealth of Massachusetts and has complied with continuing education requirements.

B) Advantageous:

More than three (3), but less than five (5) years' experience in a municipal audit team capacity, experience in the Commonwealth of Massachusetts and has complied with continuing education requirements.

C) Highly Advantageous:

Has five (5) or more years' experience in a municipal audit team capacity, experience in the Commonwealth of Massachusetts and has complied with continuing education requirements.

Oral Interview/Presentation:

During the evaluation process, the Evaluation Committee has the discretion to request proposers to make an oral presentation on its ability to set milestones and related timelines for management to provide the necessary financial records and related information needed by the Proposer while performing the audit examination in order to meet the submission deadlines required by the RFP. Such presentation may provide firms with an opportunity to answer any questions on a proposer's proposal that the evaluator(s) may have. During the presentation, the City may include interviews of the staff who will actually be assigned to perform the audit examination.

Not Advantageous: The proposer's oral presentation was unclear, disorganized and did not demonstrate the proposer's ability to work with management to meet required submission deadlines.

Advantageous: The proposer's oral presentation was clear, well organized and demonstrated the proposer's ability to work with management to meet required submission deadlines.

V. References

1. Proposers must submit a complete list of municipalities or similar type contracts for which the proposer has completed audit services in the past five (5) years, with contact names and phone numbers, one of which must be a Massachusetts municipality, school district or equivalent, similar in size and scope to the City's proposed contract as noted in Section 3.2 above. If the proposer has a past working relationship with the City, provide names of previous contacts and length of engagement of services.
2. Proposers must submit a list of the audit service contracts for which the proposer is currently committed. Contracts included but not limited to municipalities, governmental agencies, commercial and nonprofit organizations.
3. Poor references may be a basis for a determination that the proposer is not a responsible proposer.

VI. Rule for Award

1. The contract shall be awarded to the most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all evaluation criteria set forth in the RFP.
2. The contract will be awarded within thirty (30) days after the proposal opening. The time for award may be extended for up to 30 additional days by mutual agreement between the City and highest ranked proposer.

VII. Insurance Requirements

1. Contractor's Public Liability and Property Damage Insurance.
Contractor's liability insurance shall be purchased and maintained by the Contractor to protect him from claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Contractor's operation under this agreement, whether such operations be by himself or by any or anyone directly or indirectly employed by any of them. The insurance shall name the City of Pittsfield as an additional insured and shall be written for not less than \$500,000 each person, \$1,000,000 each occurrence for bodily injury, and \$500,000 each occurrence, \$1,000,000 aggregate for property damage, or such amount as required by law, whichever is greater, and shall include contractual liability applicable to the Contractor's obligations. Coverage must include the following: Premises/Operations, Elevators and Hoists, Independent Contractors, Contractual Liability Assumed Under this Contract, Products/completed operations, Broad Form Property Coverage, and Personal Injury.

2. Workmen's Compensation Insurance.

Workmen's Compensation Insurance must be provided at the Contractor's expense in accordance with the provisions of M.G.L. Chapter 149, § 34A. The Contractor shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other

benefits under M.G.L. Chapter 152, § 25C, as amended, to all persons to be employed under the Contract, and the Contractor shall continue such insurance in full force and effect during the term of this Contract. Proof of compliance with the aforesaid stipulations shall be furnished to the City's Purchasing Agent when requested and by submitting two copies of a properly endorsed insurance certificate issued by a company authorized to write Workmen's Compensation Insurance policies in the Commonwealth of Massachusetts. Any cancellation of such insurance whether by the insurer or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and the Purchasing Agent at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.

3. Vehicle Liability Insurance.

The Contractor shall take out and maintain at his own expense during the life of this Contract vehicle liability insurance. The insurance shall name the City of Pittsfield as an additional insured and shall be written for not less than \$500,000 each person, \$1,000,000 each occurrence for bodily injury, and \$500,000 each occurrence, \$1,000,000 aggregate for property damage, or such amount as required by law, whichever is greater, and shall include contractual liability applicable to the Contractor's obligations. Coverage must include the following: Owned Vehicles, Leased Vehicles, Hired Vehicles, Non-Owned Vehicles

4. Certificates of Insurance.

The Contractor shall deposit with the City Certificates of Insurance for the coverage required by this Article XI, in form and substance satisfactory to the City, and shall deliver to the City new policies and certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the City prior to cancellation of change in coverage, scope or amount of any such policy or policies. Compliance by the Contractor with the insurance requirement, however, shall not relieve the Contractor from liability under the indemnity provisions.

5. Indemnification

The vendor agrees to indemnify the City of Pittsfield, its successors, agents, servants, employees, or assigns against any and all claims for loss, liability, or damage arising out of or in connection with the work done or to be performed and in connection with or arising out of the acts or negligent omissions of the Vendor's employees, whether negligent or intentional, foreseeable or unforeseeable, within or without the scope of his employment, while said employees are upon, entering, or leaving the premises upon which this agreement is being performed.

VIII. Equal Opportunity Compliance

The Vendor shall carry out the obligations of this Contract in compliance with all of the requirements imposed by or pursuant to Federal, State, and local ordinances, statutes, rules, and regulations prohibiting discrimination in employment, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973, and M.G.L. c. 151B, Massachusetts Executive Order 74, as amended by Executive Orders 116, 143, and 227, and any other executive orders, rules, regulations, and requirements relating thereto enacted by the Commonwealth of Massachusetts as they may from time to time be amended. The Vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation.

IX. Additional Terms and Conditions

1. If the Successful Proposer fails to deliver, within the time specified, or fails to make replacement of rejected articles when so requested, immediately or as requested by the City of Pittsfield, the city may purchase from other sources to take the place of the items rejected or not delivered. The Purchasing Agent reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases, the Successful Proposer hereby agrees to reimburse the City of Pittsfield promptly for excess costs occasioned by such purchases. Should the cost be less, the Successful Proposer shall have no claim to the difference. Such purchases shall be deducted from the contract quantity.
2. A contract may be canceled at the Successful Proposer's expense upon non-performance of the contract.

X. Specimen Contract

A specimen contract is included in this proposal package; this contract is included as a fair representation of the contract under which the Successful Proposal will work. Please notice that the Contract Agreement incorporates by reference all the terms, specifications, and conditions of the bid.

PRICE PROPOSAL FORM

Submitted in Separate Sealed Envelope

This form will be used by the Proposer as their Price Proposal. Proposers must fill out this form for each year of the contract in its entirety and submit it in a separate envelope marked as their Price Proposal per Section 1.2 of this RFP. Fees shall be a flat fee, not to exceed amount.

- (1) Audit Fee for Year Ending June 30, 2022, not to exceed \$ _____
- (2) Audit Fee for Year ending June 30, 2023, not to exceed \$ _____
- (3) Audit Fee for Year ending June 30, 2024, not to exceed \$ _____

- Total Fixed Cost of Three (3) Year Contract: \$ _____

Please attach a list of incidental charges that might occur in the course of the audit that are not included above in the fixed fee proposal.

The undersigned agrees to furnish all labor & materials required for the above-referenced services in accordance with the specifications and proposal documents incorporated herein for the price specified above. Said price is effective for at least ninety (90) calendar days from the deadline for submission of proposals.

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person pursuant to M.G.L. Chapter 30B, §10. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from bidding or contracting with any state or municipal agency in the commonwealth under the provisions of M.G.L. c.29, § 29F; M.G.L. c., §25C(10), or any other applicable debarment provisions of any other chapter of the Massachusetts General Laws, or any rule or regulation promulgated thereunder, nor the federal government Excluded Parties List System (EPLS).

The undersigned, as the individual signing this proposal hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief, the individual/corporation/company is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support pursuant to M.G.L. c.62C, §49A.

The undersigned, as the individual signing this proposal hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief, the individual/corporation/company is in compliance with all state laws pertaining to contributions to the unemployment compensation fund and to payments in lieu of contributions pursuant to M.G.L. c.151A, §19A.

PROPOSAL SIGNATURE AND ADDENDA ACKNOWLEDGEMENT PAGE

Having fully examined, read, and in understanding of the specifications for this job and being familiar with all of the conditions surrounding the proposed work, including any addenda for which receipt of is acknowledged below, the undersigned proposes to complete all work as specified in this request for proposals.

This proposal includes addenda numbered: _____

Signature for Individual

Name of Company

Telephone Number

Name and Title of Individual Authorized to Sign

Fax Number

Signature

E-Mail Address

Date

Signature for Partnerships (must be signed by ALL general partners)

Name of Partnership

Date

Name and Title of Partner

Signature

Name and Title of Partner

Signature

Telephone Number of Company Offices

email address

Fax Number of Company Offices

Use additional sheet it necessary

PROPOSAL SIGNATURE AND ADDENDA ACKNOWLEDGEMENT PAGE CONTINUED

Signatures for Corporation

Name of Corporation

Date

Name and Title of Duly Authorized Company
Officer

Signature

Corporate Seal (affix below)

Telephone Number

Fax Number

E-Mail Address

Signature of Clerk

Please furnish the following additional information:

Incorporated in what state? _____

President: _____

Treasurer: _____

Secretary: _____

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of M.G.L. Chapter 156D § 15.03?

If you are selected for this work, you are required, under M.G.L. Chapter 30 §391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the City of Pittsfield before award.

NON-COLLUSION AFFIDAVIT

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

Name of Company

Date

AFFIDAVIT OF COMPLIANCE

_____ Massachusetts Corporation

_____ Foreign Corporation

_____ Non-Profit Corporation

_____ Partnership

_____ Sole Proprietorship *

Name of Corporation _____

Address _____

As President, or authorized company officer, of the above named corporation, I do hereby certify that the above named corporation has filed with the State Secretary all certificates and annual reports required by M.G.L. Chapter 156B §109 and by Chapter 181 §4

Signed under the penalties of perjury this _____ day of _____, _____

Signature and Title of Authorized Company Officer

Corporate Seal (affix below):

*If a sole proprietorship, you must indicate your status as a sole proprietorship; the person signing this bid shall be deemed to be the sole proprietor and legal entity for the purposed of this bid and contract.

ATTESTATION OF TAXES

Any person failing to sign the Attestation of Taxes shall not be allowed to obtain, renew, or extend a license, permit, or public contract.

Pursuant to M.G.L. Chapter 62C, §49A, I hereby certify, under the penalties of perjury, that, to the best of my knowledge and belief, I am in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature and Title of Authorized Company Officer

Date

Corporate Seal (affix below):

LEGAL NOTICE PUBLISHED FOR THIS RFP

**CITY OF PITTSFIELD
PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS**

The City of Pittsfield, Massachusetts, acting through its Mayor and its Purchasing Agent, will receive sealed proposals for:

**RFP #23-002 Municipal Auditing Services for 3 Years
Estimated Cost: \$260,000.00**

Proposal procedures will be in accordance with the latest edition of M.G.L. Chapter 30B. Said proposals will be addressed to the Purchasing Agent, Room 102, City Hall, 70 Allen Street, Pittsfield, MA 01201. These proposals will be received until 2:00 P.M. August 22, 2022. Any proposals received after the specified time will not be accepted. All proposals will be submitted in a sealed envelope clearly marked "**SEALED PROPOSAL ENCLOSED RFP#23-002 Municipal Auditing Services for 3 Years**". Price proposals must be submitted in a separate sealed envelope clearly marked "**SEALED PRICE PROPOSAL ENCLOSED RFP#23-002 Municipal Auditing Services for 3 Years**". All general Proposers may obtain complete sets of plans and specifications at the Purchasing Office after 9:00 AM on August 2, 2022.

The City of Pittsfield Purchasing Agent reserves the right to accept or reject any or all proposals or to waive any informality in the proposing. Also reserved is the right to reject, for cause, any proposal in part or whole, if it is judged by the Purchasing Agent that the best interests of the City will be served thereby. Wages are subject to the prevailing wage requirements of M.G.L. Chapter 149, §26-27F, inclusive. Attention is called to the "Equal Opportunity Clause" and the standard Federal Equal Employment Opportunity Construction contract specifications. All Proposers will receive consideration without regard to race, color, religion, age, sex, marital status, sexual orientation, gender identity, national origin, disability, or veteran status.

Colleen Hunter-Mullett, MCPPO
Purchasing Agent

NOTICE TO THE NEWSPAPER:

INSERT ABOVE AD UNDER THE HEADING:
-LEGAL NOTICE-

FOR DATE: **August 2, 2022**
INVOICE AGAINST PO#:
BERKSHIRE EAGLE ACCOUNT NUMBER: **110335**

SPECIMEN CONTRACT



**CONTRACT
◆ FOR SERVICES ◆**

for

RFP#

This contract (hereinafter, the "Contract") is entered into on, or as of this date by and between the City of Pittsfield, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts (hereinafter, the "City"), acting through its Purchasing Agent and Purchasing Department, and:

"Contractor"

Address of Contractor

WITNESSETH

WHEREAS, the City desires to engage the Contractor to supply certain services in connection with the undertakings of the City; and

WHEREAS, the Contractor is ready, willing and able to provide such services to the City;

WHEREAS, pursuant to M.G.L. c. 30B, for goods and services over \$25,000, competitive sealed proposal procedures must be followed;

WHEREAS, the City represents it has followed the proposing procedures of M.G.L. c. 30B, and

WHEREAS, the Contractor was duly selected by the City;

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

ARTICLE I – DEFINITIONS

1. Acceptance.

All contracts require proper acceptance of the described services by the City of Pittsfield. Proper acceptance shall be understood to include the certification of acceptable performance of services by authorized representatives of the City to secure that the services are complete and are as specified in the Contract.

2. Contract Documents.

All documents relative to the Contract including (where used) Instructions to Bidders, Proposal Form and Contractor’s Proposal, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in the Project Manual, Draws, other Bid Documentation composed and publicly advertised under the above-referenced bid number, all addenda issued during the bidding period, and all applicable Supplements. The Contract Documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

3. The Contractor.

The “other party” to any contract with the City. This term shall (as the sense and particular contract so require), include Contractor, Vendor, Engineer, or other label used to identify the other party in the particular contract. Use of the term “contractor” shall be understood to refer to any other such label used.

4. Date of Substantial Performance.

The date when the goods are delivered and services performed in accordance with the contracts documents, as modified by Amendments and Change Orders, as the need arises.

5. Goods.

Goods, Supplies or Materials.

6. Subcontractor.

Those having a direct contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who furnishes material not so worked.

7. Work.

The services or materials contracted for, or both.

ARTICLE II - SCOPE OF WORK

The Contractor shall provide all the supplies, materials and equipment, and perform all the labor, services and supervision in accordance with the terms and conditions of this Contract and in accordance with the Contract Documents and as follows:

ARTICLE III - CONTRACT PRICE

The contract price to be paid to the Contractor by the City is: \$.

ARTICLE IV - PAYMENTS

1. Payments will be made to the Contractor within thirty (30) days subject to the receipt of an invoice for payment and a detailed invoice sheet listing services and time spent from the Contractor or listing goods and price per unit. The City will make no payment for goods supplied prior to the execution of this Contract.
2. The payments of the amounts due under this Contract or in accordance with any written amendments by the parties shall release the City from any and all claims for payments in any way relating to this Contract or any amendments thereto.

ARTICLE V - INVOICING

Final invoices from the Contractor for all work performed and good provided to the City under this Contract are due no later than ninety (90) days from the completion day of the Contract. Any invoice received past the ninety (90) day date will not be paid by the City.

ARTICLE VI - TERM OF CONTRACT AND TIME FOR PERFORMANCE

This Contract shall be fully performed by the Contractor on or before , unless extended pursuant to a provision for extension contained in the Contract documents at the sole discretion of the City, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds. The time limits stated in the Contract documents are of the essence of the Contract.

ARTICLE VII - SUPPLY OF SERVICES TO THE CITY

1. Additional Services

The Purchasing Department may, at its sole discretion, amend this Contract for a maximum of twenty-five percent (25%), in compliance with M.G.L. c. 30B, §13.

ARTICLE VIII - PROVISION OF SERVICES TO THE CITY

The following terms and conditions shall apply to the Contractor:

1. Key Personnel.

- a. The Contractor represents that the key individuals named in this section are its full-time employees and will be assigned to the performance of the Contractor’s obligations under this Contract for the indicated percentage of the individual’s total available work time for the duration of the indicated phases:

<u>Name and Title</u>	<u>Phase</u>	<u>Percent</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- b. The services of each named key individual shall be required unless that individual becomes unavailable to the Contractor only for reasons such as the individual’s death, disability, or termination of the underlying employment relationship.
- c. If the key individual named in this section becomes unavailable for such reasons, the Contractor shall give the City the resume of a proposed replacement, and offer the City an opportunity to interview that person. If the City is not reasonably satisfied that the proposed replacement has comparable ability and experience, he shall so notify the Contractor, whereupon the Contractor shall propose another replacement and the City shall have the same right of approval. Such process shall be repeated until a proposed replacement shall be approved by the City.
- d. The City shall have the right to require the Contractor to remove any key individual from his assignment for cause and upon reasonable notice.

2. Termination of Personnel.

- a. The City shall monitor the Contractor’s efforts in order to account for all work performed by Contractor personnel and to determine if Contractor personnel are performing satisfactorily at the appropriate skill levels specified in this Contract.
- b. The City may require the Contractor to relieve any of Contractor’s personnel from any further work under this Contract if in the City’s opinion it appears that:
 - i. The individual does not perform at the applicable skill level specified in this Contract;
 - ii. The individual does not deliver work which conforms to the performance standards stated in this Contract; or
 - iii. Personality conflicts with City personnel hinder effective progress on the work of the project of unit to which the individual is assigned.
- c. The Contractor shall immediately notify the City of the resignation or discharge of any Contractor personnel assigned to this Contract, and such personnel shall be forthwith relieved of any future work under this Contract.

3. Performance and Payment Bonds.

The City may, in its sole and unfettered discretion, require the Contractor to obtain and deposit with the City the following bond(s) in the amount of:

PERFORMANCE BOND	\$ _____
PAYMENT BOND	\$ _____
_____	\$ _____

Other Bond, as may be required by the City

with sureties satisfactory to the City to guarantee the faithful performance by the Contractor of all its obligations under this Contract for payment by the Contractor and its Subcontractors for all labor performed or furnished and for all materials used or employed in connection with the Contract. Each bond shall incorporate by reference the terms of this Contract.

4. Additional Services.

The Purchasing Department may, at its sole discretion, amend this Contract for a maximum of 10% of the original contract amount for services in the event that the awarding authority finds that it is in the best interest of the City, and such amendment is consistent with the law. Any additional services must be billed at the same or lesser price as in the original Proposal.

5. Clean Up.

The Contractor shall, on a daily basis, keep the City's premises free of waste material and rubbish caused by the services contemplated herein, and shall remove all material and rubbish upon completion or termination of this Contract, together with all tools, equipment, machinery, and surplus materials, and shall conduct a general clean up of those areas of the City's premises affected by the Contractor's work, including the cleaning of all steps and interior floors and walls in such areas.

6. Publication, Reproduction and Use of Material.

- a. Materials produced in whole or in part under this Contract shall not be subject to copyright, except by the City, in the United States or in any other country. The City or its duly authorized representatives have unrestricted authority to, without payment of any royalty, commission, or additional fee or any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.
- b. All data, reports, programs, software, equipment, plans, drawings, and any other documentation or product paid for with municipal funds shall vest in the City at the termination of this Contract. The Contractor shall at all times obtain the prior written approval of the City before it, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication.

7. Findings Confidential.

Any reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract is to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the City. The Contractor understands that he/it may acquire or have access to, in the sole discretion of the

City, "personnel data" of the City. The Contractor shall comply with all laws and regulations relating to confidentiality, security, privacy and use of confidential data and personnel data and comply with M.G.L. c. 66A, so far as same may apply.

ARTICLE IX - RESPONSIBILITIES OF THE CITY

The City shall assume responsibility for assisting the Contractor insofar as possible for the purposes of efficiency, but nothing herein shall be construed as relieving the Contractor of his responsibility to provide the goods and services called for by this Contract.

ARTICLE X - FISCAL YEAR; APPROPRIATION

1. The fiscal year of the City is the twelve-month period ending June 30 of each year. The obligations of the City under this Contract, or under any amendment to this Contract, for any fiscal year, are subject to the appropriation to the City of funds sufficient to discharge the City obligations that accrue in that fiscal year, and authorization to spend such funds for the purposes of this Contract.
2. If, for any fiscal year during the term of this Contract, funds for the discharge of the City's obligations under this Contract are not appropriated and authorized, or funds so appropriated and authorized are insufficient for that purpose, then this Contract shall terminate as of the last day of the preceding fiscal year, or when such appropriated and authorized funds are exhausted, whichever is later, without liability to the City for damages, penalties or other charges on account of such termination.

ARTICLE XI - INSURANCE

1. Contractor's Public Liability and Property Damage Insurance.

Contractor's liability insurance shall be purchased and maintained by the Contractor to protect him from claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Contractor's operation under this agreement, whether such operations be by himself or by any or anyone directly or indirectly employed by any of them. The insurance shall name the City of Pittsfield as an additional insured and shall be written for not less than \$500,000 each person, \$1,000,000 each occurrence for bodily injury, and \$500,000 each occurrence, \$1,000,000 aggregate for property damage, or such amount as required by law, whichever is greater, and shall include contractual liability applicable to the Contractor's obligations. Coverage must include the following: Premises/ Operations, Elevators and Hoists, Independent Contractors, Contractual Liability Assumed Under this Contract, Products/completed operations, Broad Form Property Coverage, and Personal Injury.

2. Workmen's Compensation Insurance.

Workmen's Compensation Insurance must be provided at the Contractor's expense in accordance with the provisions of M.G.L. Chapter 149, § 34A. The Contractor shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. Chapter 152, § 25C, as amended, to all persons to be employed under the Contract, and the Contractor shall continue such insurance in full force and effect during the term of this Contract. Proof of compliance with the aforesaid stipulations shall be furnished to the City's Purchasing Agent when requested and by submitting two copies of a properly endorsed insurance certificate issued by a company authorized to write Workmen's Compensation Insurance policies in the Commonwealth of Massachusetts. Any cancellation of such insurance whether by the insurer or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and the

Purchasing Agent at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.

3. Vehicle Liability Insurance.

The Contractor shall take out and maintain at his own expense during the life of this Contract vehicle liability insurance. The insurance shall name the City of Pittsfield as an additional insured and shall be written for not less than \$500,000 each person, \$1,000,000 each occurrence for bodily injury, and \$500,000 each occurrence, \$1,000,000 aggregate for property damage, or such amount as required by law, whichever is greater, and shall include contractual liability applicable to the Contractor's obligations. Coverage must include the following: Owned Vehicles, Leased Vehicles, Hired Vehicles, Non-Owned Vehicles.

4. Certificates of Insurance.

The Contractor shall deposit with the City Certificates of Insurance for the coverage required by this Article XI, in form and substance satisfactory to the City, and shall deliver to the City new policies and certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the City prior to cancellation of change in coverage, scope or amount of any such policy or policies. Compliance by the Contractor with the insurance requirement, however, shall not relieve the Contractor from liability under the indemnity provisions.

ARTICLE XII - THE CONTRACTOR'S BREACH AND THE CITY'S REMEDIES

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the City shall have all of the rights and remedies provided in the Contract documents, the right to cancel, terminate or suspend the Contract in whole or in part, the right to maintain any and all actions in law or equity or other proceedings with respect to a breach of this Contract, including damages and specific performance, and the right to select among the remedies available to it by all of the above.

ARTICLE XIII - TAX EXEMPT STATUS

The City represents that it is exempt from federal excise, state and local taxes, and that sales to it are exempted from Massachusetts sales and use tax. If in the future the City becomes subject to any such taxes, the City shall reimburse the Contractor from any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.

ARTICLE XIV - PERMITS AND APPROVALS

Permits, licenses, approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

ARTICLE XV - AUDIT, INSPECTION, AND RECORD KEEPING

1. At any time during normal business hours, and as often as the City may deem it necessary, there shall be made available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcripts, all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

2. For a period of three (3) years after final payment of this Contract or any extension thereof, the Contractor shall make its work papers, records and other evidence of audit available to the City of its duly authorized representatives. The City shall be entitled to reproduce any or all such documents at its own expense, for which provision shall be made at the time the need for reproduction arises.

ARTICLE XVI - PERSONNEL

The Contractor represents that there has been or will be secured all personnel required for the performance of the work, services, and/or items to be provided under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder will be performed by the Contractor or under the supervision of the Contractor, and all personnel engaged in the work shall be fully qualified.

ARTICLE XVII - SUBCONTRACTORS

To ensure the prompt and efficient performance of its obligations hereunder, the Contractor may subcontract any of the work to be performed by it, provided that the Contractor has first obtained in writing the approval from the City for said subcontracting. The Contractor shall be responsible for the acts, errors and omissions of its Subcontractors and shall ensure that in its agreement with same that the Subcontractors are bound to the City under the same clauses contained in this Contract by which the Contractor is bound to the City. The Contractor shall also require any Subcontractors to obtain and maintain insurance and other insurance terms and conditions as herein stated and as required hereunder for the Contractor.

ARTICLE XVIII - GOVERNING LAW AND CHOICE OF FORUM

This Contract shall be governed and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to its conflict of laws provisions. Any suit, action, or proceeding against the Contractor with respect to this Contract, or any judgment entered by any court in respect thereof may be brought in the Courts of the Commonwealth of Massachusetts, or in the United States Courts located in the Commonwealth of Massachusetts as the City in its sole discretion may elect and the Contractor hereby submits to the non-exclusive jurisdiction of such courts for the purpose of any such suit, action, or proceeding.

ARTICLE XIX - STATUTORY COMPLIANCE

1. This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state and local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of Massachusetts General Laws are incorporated by reference into this Contract, including, but not limited to, M.G.L. c. 30B.
2. Whenever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into the contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power of liability of cities and towns, such law or regulation shall control.
3. The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the Contract. If the contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.
4. The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal ordinances, by-laws and regulations and of all orders and decrees of any bodies or tribunals

having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work, or in any way affecting those engaged or employed in the work, if any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the City. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and Subcontractors to observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the City, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or Subcontractors of any such law, ordinance, by-law, regulation orders or decrees.

ARTICLE XX - CONFLICT OF INTEREST

Both the City and the Contractor stipulate to the applicability of State Conflict of Interest Law (M.G.L. c. 268A), and this Contract expressly prohibits any activity that shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the City that neither it nor its agents, employees, or Subcontractors are thereby in violation of M.G.L. c. 268A.

ARTICLE XXI - CONTRACTOR'S REPRESENTATIONS AND CERTIFICATIONS

By signing this Contract, the Contractor represents and certifies under the penalties of perjury that:

1. the Contractor is a duly organized and validly existing corporation, or either a partnership, trust, or sole proprietorship, and is qualified to do business in good standing in the Commonwealth of Massachusetts, with the power and authority to consummate the transactions contemplated herein;
2. pursuant to M.G.L. c. 62C, §49A, the Contractor has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes;
3. pursuant to M.G.L. c. 151A, §19A, the Contractor has complied with all the laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Employment Security System;
4. the Contractor has filed with the Secretary of State all certificates and annual reports required pursuant to M.G.L. c. 158B, §109 (business corporation), or M.G.L. c. 180, §26A (non-profit corporation), or M.G.L. c. 181, §4 (foreign corporation), whichever is applicable;
5. the Contractor provides workers' compensation insurance and all other insurance benefits required by M.G.L. c. 152;
6. the Contractor is not presently debarred or suspended from providing goods and/or services to the City under the provisions of M.G.L. c. 29, §29F, or an other applicable debarment or suspension provision of any other chapter of the General Laws or federal law, or any rule or regulation promulgated thereunder;
7. pursuant to the provisions of M.G.L. c. 7A, §6, the Contractor filed a statement under the pains and penalties of perjury setting forth the names and addresses of all persons having a financial interest in this Contract, not including, however, any person whose only financial interest consists of the holding of one percent (1%) or less of the capital stock of the Contractor;
8. the person signing this Contract certifies that he/she has been authorized by the Contractor to commit the Contractor contractually and had been authorized to execute this Contract on its behalf;

9. the bid upon which this Contract was based was made without collusion or fraud with any other person and will in all respects bona fide and fair (as used in this Paragraph 9, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity); and
10. the Contractor has paid all real estate, personal property or excise tax, water charges, fines or any other municipal lien charges due to the City.

ARTICLE XXII - MINIMUM WAGE/PREVAILING WAGE

The Contractor will carry out the obligations of this Contract in full compliance with all the requirements imposed by or pursuant to M.G.L. c. 151, §1, et. seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commission or the Department of Labor and Industries, under the provisions of M.G.L. c. 149, §§ 26-27D (Prevailing Wage), to the extent same applies to this Contract.

ARTICLE XXIII – OSHA 10-HOUR CERTIFICATION

All employees that will be employed at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion (certificate) of said course with the first certified payroll report for each employee.

ARTICLE XXIV - NON-DISCRIMINATION AND EQUAL EMPLOYMENT

The Contractor shall carry out the obligations of this Contract in compliance with all of the requirements imposed by or pursuant to Federal, State, and local ordinances, statutes, rules, and regulations prohibiting discrimination in employment, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973, and M.G.L. c. 151B, Massachusetts Executive Order 74, as amended by Executive Orders 116, 143, and 227, and any other executive orders, rules, regulations, and requirements relating thereto enacted by the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation.

ARTICLE XXV - CONDITION OF ENFORCEABILITY AGAINST THE CITY

The Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval of the City Auditor as to appropriation and availability of funds; and (3) endorsed with the approval of the City Solicitor's Office as to form and legality.

ARTICLE XXVI - TERMINATION OF THE CONTRACT

1. For Cause.

If, through any cause, the Contractor shall fail to fulfill in a timely or proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to immediately terminate this Contract upon written notice to the Contractor of such termination and specifying the effective date of termination.

2. Without Cause by the City.

The City may terminate this Contract for its convenience and without cause upon fourteen (14) days written notice from the City to the Contractor. If the Contract is terminated under this section, the Contractor shall be paid an amount which bears the same ratio to the total services performed by the Contractor by the date of termination, or the total value of the goods to be delivered by the Contractor, less payments previously made by the City for such services or goods, provided, however, that if by the date of termination less than sixty percent (60%) of the total services have been performed by the Contractor, or if less than sixty percent (60%) of the total value of the goods to be delivered by the Contractor, have been received by the City, then the Contractor shall be reimbursed for that portion of the out-of-pocket expenses, not otherwise reimbursed under this Contract, reasonably incurred by the contractor during the Contract period, which is directly attributable to the uncompleted portion of the services or undelivered goods covered by this Contract.

3. Return of Property.

Upon termination, the Contractor shall immediately return to the City without limitation, all documents, plans, drawings, tools and items of any nature whatsoever, supplied to the Contractor by the City or developed by the Contractor in accordance with this Contract.

ARTICLE XXVII - INDEPENDENT CONTRACTOR

1. It is expressly acknowledged by the parties hereto that the Contractor is an independent contractor, and nothing in this Contract shall be construed or interpreted to create an employer/employee relationship, joint venture relationship, or landlord/tenant relationship between the Contractor and the City. No rights or benefits of an employee of the City shall accrue or be vested in the Contractor under any personnel policies or benefit plans maintained by the City for the benefit of its employees. The Contractor shall not be entitled to any payment from the City in the nature of benefits under the Workers' Compensation Act for any accident, illness, or event occurring in or relating to the City and arising out of the Contractor's duties hereunder.
2. Neither federal, nor state income tax, nor payroll tax of any kind will be withheld or paid by the City on behalf of the Contractor or the employees of the Contractor. The Contractor will not be treated as an employee with respect to the work performed hereunder for federal and state tax purposes. The Contractor understands that he is responsible to pay, according to law, his or her income tax. If the contractor is not a corporation, the Contractor further understands that the Contractor may be liable for self-employment (social security) tax.
3. The Contractor shall supply, at his sole expense, all equipment, tools, materials, and supplies necessary to accomplish the work contemplated by this Contract.

ARTICLE XXVIII - CORPORATE VENDOR

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation.

ARTICLE XXIX - EXTENSION

The City reserves the right to extend this Contract for a maximum not to exceed ninety (90) days at its sole discretion. Both parties may mutually agree in writing to extend this Contract for a period in excess of ninety (90) days.

ARTICLE XXX - LIABILITY OF PUBLIC OFFICIALS

To the full extent permitted by the law, no official, employee, agent or representative of the City shall be individually or personally liable on any obligation of the City under this Contract.

ARTICLE XXXI - INDEMNIFICATION

The Contractor shall release, indemnify and hold harmless the City, its departments, employees and agents from and against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City, its departments, employees and agents may sustain, incur or be required to pay, including the cost of attorneys' fees, arising out of or in connection with the performance of this Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its employees, agents, Subcontractors, servants, or anyone directly or indirectly employed by any of them.

ARTICLE XXXII - NOTICES

Any notice or other communication by one party to the other shall be in writing and shall be given, and be deemed to have been given, if either delivered personally or mailed, postage prepaid, certified mail (return receipt requested), addressed as follows:

To the City:

City of Pittsfield
City Hall
Office of the Mayor
70 Allen Street
Pittsfield, MA 01201

City of Pittsfield
City Hall
Purchasing Department
70 Allen Street
Pittsfield, MA 01201

To the Contractor:

As Listed on Page 1 Above

Any party may change the address for notice by notifying the other party in a reasonable time, in writing, of the new address.

ARTICLE XXXIII - NON-RESIDENT PROCESSING; SIGNATURES

Every Contractor who is a nonresident of the Commonwealth of Massachusetts, or a nonresident co-partner of a Contractor hereby appoints the Secretary of the Commonwealth of Massachusetts and his successor in office to be his true and lawful attorney in and for Massachusetts, upon whom all lawful processes in any action or proceeding arising out of this contract may be served. When legal process against any such person is served upon the Secretary of State, a copy of such process shall forthwith be sent by registered mail with a return receipt requested by the City or its lawful Attorney to said Contractor or nonresident co-partner at the address set forth in the Contract. Said Contractor or said nonresident co-partner hereby stipulates and agrees that any lawful process against it which is served on said attorney shall be of the same legal force and validity as if served on said Contractor or said co-partner. Such authority shall continue in force so long as any liability remains outstanding against said Contractor or said co-partner.

ARTICLE XXXIV - GENERAL PROVISIONS

1. Arbitration.

Arbitration is not in any way applicable to the terms or performance of this Contract.

2. Assignment.

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in same, whether by agreement or novation, without the prior written approval of the City, provided, however, that claims for money due to the Contractor by the City under this Contract may be assigned to a bank, trust company, or other financial institution or to a trustee in bankruptcy, without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

3. Supervening Law and Severability

The parties recognize that this Contract shall be subject to amendments to Federal, State, and local laws, regulations, and ordinances. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Contract, or that would cause one or both of the parties to be in violation of that law, shall be deemed to have superseded the terms of this Contract. Notwithstanding such invalidity or illegality, the remaining terms and provisions of this Contract shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

4. Further Actions.

Each of the parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Contract and as are consistent with the terms hereof.

5. Amendment/Waiver.

Changes to any of the provisions specified in this Contract can occur only when mutually agreed upon by the Contractor and the City, set forth in writing, and signed by both the Contractor and the City. All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement by the parties. Forbearance or indulgence in any form or manner by a party shall not be a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

6. Captions.

The captions of the sections in this Contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

7. Binding of Successors.

This Contract shall be binding upon the contractor, its assigns, transferees, and/ or successors in interest (and where not corporate, the heirs and estate of the Contractor).

8. Complete Contract.

This instrument, together with its endorsed supplements, and the other components of the Contract documents, constitutes the entire contract between the parties, with no other agreements other than those incorporated herein. In the event that there are attachments which were submitted from the successful bidder and which conflict with the City Contract and all of its supplements, the terms and provisions of the City contract shall prevail.

IN WITNESS WHEREOF, the parties hereunto have signed this Contract as a sealed instrument on the date first written above.

CITY OF PITTSFIELD

THE CONTRACTOR

By: _____
Linda M. Tyer
Mayor

By: _____
Signature of Contractor

By: _____
Department Head

Name of Contractor

Title of Contractor

By: _____
Colleen Hunter-Mullett
Chief Procurement Officer

Street Address

City, State and Zip

By: _____
City Attorney
Certified as to Form and Legality

Tax ID or Social Security No.

FOR CORPORATIONS ONLY:

By: _____
Clerks' Signature

Print or Type Clerk's Name

ATTESTATION OF FUNDS

PROJECT

CONTRACT AMOUNT \$

APPROPRIATION NUMBER /

I hereby certify that as of this date, _____, there are \$ _____ appropriated and available for expenditure on the above named project.

Allison M. Crespo,
City Accountant

Date

The contract amount will be the **TOTAL AMOUNT** paid by the City for the completion of the above named project. Any other amounts for this contract over and above the contract amount and/or the amount appropriated as above attested must be approved by the City and its authorized agents in advance, and amounts over and above the original appropriation as above attested are also subject to further appropriation by the Mayor and the City Council of the City of Pittsfield.

In any estimated amounts of materials to be supplied by the Contractor in the performance of the terms of this Contract, the City makes the best good faith estimate of the quantities. The cost of any materials to be supplied to the City in fulfillment of the terms of this Contract in excess of the **CONTRACT AMOUNT** and/or the appropriated amount attested above must be approved by the City and its authorized agents in advance, and amounts over and above the original appropriation as above attested are also subject to further appropriation by the Mayor and the City Council of the City of Pittsfield.

The provisions of this paragraph apply especially to work to be completed beyond the current fiscal year of the City of Pittsfield.

The City of Pittsfield shall not be held liable for failure of the Mayor or the City Council to appropriate funds in excess of the original amount appropriated as above attested, nor shall the City be held liable for a failure of the City and its authorized agents to approve an amendment of the contract amount.



**City of Pittsfield,
Massachusetts**

**Proposal for Auditing Services
Technical Proposal**

**RFP # 23-002 Municipal Auditing Services
for 3 Years**

**Submission Date:
August 22, 2022**

**Contact Information:
Tanya Campbell, CPA – Principal
Scott McIntire, CPA – Principal
Melanson
101 Munson Street
Suite 120
Greenfield, MA 01301
413.773.5405
melansoncpas.com**



August 22, 2022

Colleen Hunter-Mullett, MCPPO
Purchasing Agent
City of Pittsfield, Purchasing Department
70 Allen Street
Pittsfield, MA 01201

We are pleased to present our proposal to perform audit services for the City of Pittsfield, Massachusetts. Along with our professional expertise, focus on project management, and overall audit efficiencies, we have over 45 years of experience working with governmental organizations to offer to the City of Pittsfield. With Melanson as your auditors, you will have access to unparalleled professional services and responsiveness.

In this proposal, we are offering an audit team from our Greenfield office that specializes in audits of cities, towns, and retirement systems. That team will be dedicated to servicing your organization, not only during the audit process, but throughout the year by providing answers to your questions and any continuing support you may need.

We understand the work that needs to be performed and commit to meet, or exceed, all terms and conditions included in the Request for Proposal (RFP), and affirm the following:

Independence

Our firm and staff are independent of the City of Pittsfield - as defined by *Generally Accepted Auditing Standards (GAGAS)*, and the standards applicable to financial audits contained in *Government Auditing Standards* - issued by the Comptroller General of the United States. Melanson ensures independence with professional standards by annual certification of all employees and weekly circulation of client lists. Further, we ensure independence by applying the safeguards outlined by GAGAS when we perform non-audit services.

License to Practice and Qualified to Perform Independent Audits in Massachusetts

Melanson, and all key staff assigned to the audit, are licensed to practice as Certified Public Accountants in Massachusetts, and specialize in audits of governmental organizations. All staff to be assigned have city audit experience.

Firm Qualifications and Experience

Melanson is one of the largest non-national CPA firms in New England, specializing in

Merrimack, New Hampshire
Andover, Massachusetts
Greenfield, Massachusetts
Ellsworth, Maine

800.282.2440 | melansoncpas.com



governmental auditing and accounting. We are the largest New Hampshire-based accounting firm and have been rated as one of the top firms in New England in the 2013 through 2022 issues of *Accounting Today*. Our Governmental Services Department includes 6 principals and a staff of 35 that work exclusively on governmental audits. Melanson has many years of experience assisting clients with Annual Comprehensive Financial Reports, should the city decide to submit.

Melanson has experience auditing municipalities in Massachusetts. We are familiar with the city's accounting software, and we are familiar with the required reports that are sent to the Commonwealth of Massachusetts.

Client-Specific Risk-Based Audit Approach

We utilize a risk-based audit process, developed from the latest risk assessment standards. This methodology helps our auditors plan and produce higher quality audits that both minimize compliance risk and maximize effectiveness and efficiency.

Timing

We agree to meet the required timing of the completion of audit fieldwork and the issuance of reports.

By responding to this RFP, we assure you and the City of Pittsfield that, if selected, we will comply with all provisions of the RFP and our proposal throughout the term of the contract. We look forward to continuing our professional relationship with you. If you have any questions regarding this proposal, please call.

Sincerely,

A handwritten signature in cursive script that reads 'Tanya Campbell'.

Tanya Campbell, CPA
Principal
413.773.5405
tcampbell@melansoncpas.com

A handwritten signature in cursive script that reads 'Scott C. McIntire'.

Scott McIntire, CPA
Principal
603.882.1111
smcintire@melansoncpas.com



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PROFILE OF THE FIRM

Our Firm

Melanson is one of the largest non-national CPA firms in New England, specializing in governmental, nonprofit, and commercial auditing. We have been rated as one of the top firms in New England from 2013 through 2022, and as the 11th Fastest Growing Firm in the U.S. in the 2019 issue of *Accounting Today*. In addition, we also provide accounting, tax, fraud, forensic, and advisory services. We currently have 14 principals, 18 managers, and over 50 staff, with offices in Andover and Greenfield, Massachusetts; Merrimack, New Hampshire; and Ellsworth, Maine. We have built our firm over the last 45 years by providing attentive and proactive service to our clients, and by delivering those services in an effective and efficient manner. We provide a team of dedicated professionals and strategic alliances focused on client service. Our goal is to become your partner in business, as well as provide timely and helpful services to you.

Governmental Services Department

Our Governmental Services Department includes 6 principals and a staff of 35 that work exclusively on governmental audits, providing us with the capacity and depth not only to audit your organization, but also to lend our expertise as a resource. Four of the six governmental principals have over 20 years of auditing experience. We are experienced in audits of federal funds, in compliance with OMB guidelines, as we audit hundreds of federally funded major programs annually. Our expertise in these various disciplines means that we are uniquely qualified to perform the services you need.

Our continued success and growth in the governmental services area is the result of closely monitoring the following specific goals and objectives that have been implemented by our Governmental Services Department over the last 45 years:

- Provide a high level of principal participation and supervision in all audits.
- Provide availability of principal and staff throughout the year.
- Provide technical expertise unsurpassed in the industry.
- Provide highly experienced staff that thoroughly understands the uniqueness of governmental accounting and auditing.
- Develop procedures to provide quality audit services in an efficient and cost-effective manner.
- Provide quality recommendations and training to our clients to simplify and improve their accounting records and internal controls.
- Provide timely service and minimize disruptions to clients' staff.
- Implement internal quality control steps to ensure our work product meets the highest standards of quality and accuracy.



We have stayed focused on implementing these goals over the years, which has resulted in our current leadership role in the governmental arena.

Leadership

Our Firm has always played a leadership role in advising clients of upcoming accounting standards. Melanson takes a leading role in promoting the implementation of new GASB standards. Our principals and managers are active speakers throughout New England on fraud prevention and identification, GASB 84, GASB 87, and many other topics.

Project Management

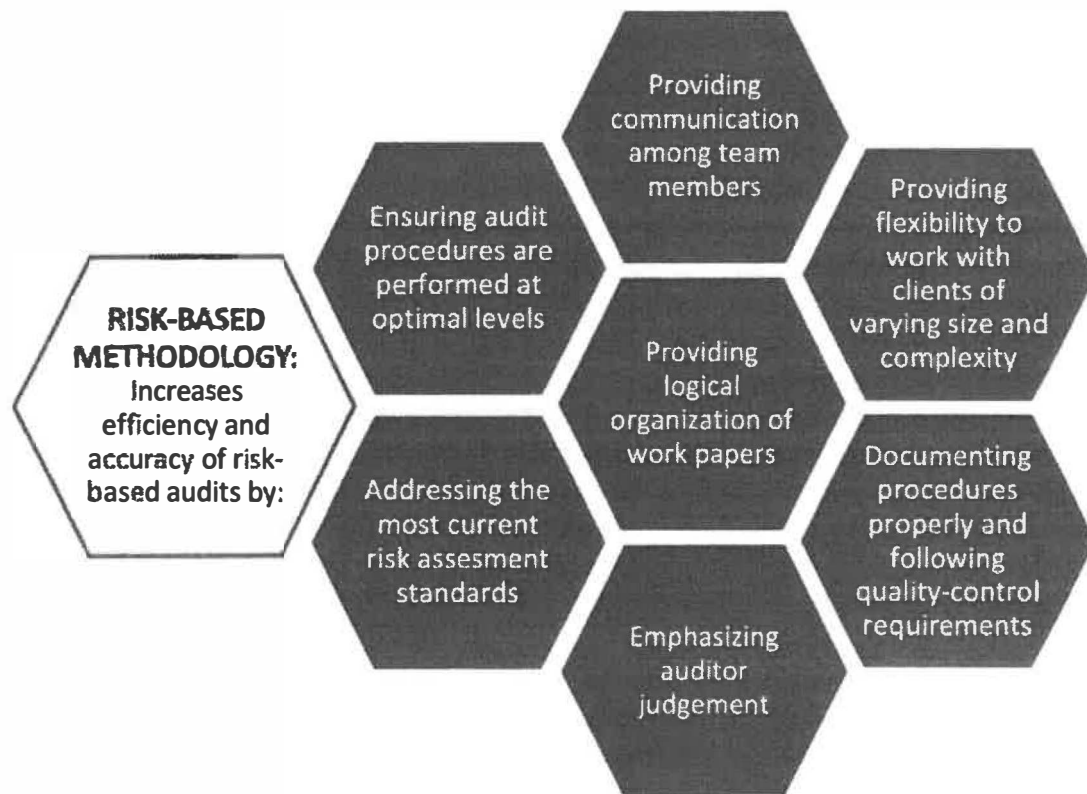
We stress proper planning in all of our engagements. Once awarded the engagement, we work with you to specifically determine goals and objectives that will ensure a successful and timely audit. Together we prioritize and develop a timeline with clear and concise milestones and deadlines. We obtain an in-depth understanding of audit risks specific to your organization. With proper planning, issues will be identified early in the audit process which will contribute to the efficiency and timeliness of the audit.

During fieldwork, we document your organization's entity-level controls and control activities, and perform walk-throughs of key processes and test the effectiveness of controls as part of the risk assessment process, in accordance with the most recent auditing standards. We pay particular attention to areas that we consider high audit risk areas related to controls over financial reporting. In order to facilitate an organized and timely audit and reporting process, we will identify issues that need clarification or additional research as early in the audit process as possible.

We view the Mayor and City Council as integral parts of the audit process. We feel that it is important to establish a clear channel of communication among those charged with governance, management, and the auditor. While most of our work and communication is with management, it is important that the Mayor and City Council be kept informed of the audit progress and any issues that may need to be resolved.

Risk-Based Audit Approach

At Melanson, we utilize a risk-based audit process, developed from the latest risk assessment standards. This risk-based methodology was created by auditors, for auditors, and has passed the American Institute of Certified Public Accountants (AICPA) Peer Review. This methodology helps our auditors plan and produce higher-quality audits that both minimize compliance risk and maximize effectiveness and efficiency and focuses on changes in risk from the prior year to help ensure that we are neither under-auditing nor over-auditing.



Although the risk assessment standards have been effective for some years, peer reviewers still find that many auditing professionals have not truly implemented a risk-based auditing approach. If these firms are using older audit programs and methodologies that do not adequately address risk, or are using new technology to generate the audit programs similar to what they have used in the past, deficiencies are more common.

Experienced Staff

The members of our team have extensive experience in audit and accounting. Our Firm has 42 CPAs, 10 of whom have 10 or more years of experience auditing New England local governments, particularly in the state of Massachusetts. Principals and managers in our firm typically have in excess of 20 years of audit and accounting experience. Our staff accountants average approximately 5 years of full-time audit and accounting service experience. Melanson has very low turnover of personnel, which means that you will generally be assigned the same audit personnel each year, without having to “re-train” new auditors. The engagement principal and audit manager of your audit team will be closely involved in your audit to ensure that you get the answers you need, when you need them, and to facilitate continuity of service.



Quality Control System

We have developed a very detailed quality control system within our firm to deliver our services at the highest level. All work is closely supervised. In addition, an Engagement Quality Review (EQR) is performed by a Melanson principal that is not part of, and is independent of, the audit team. For more than 30 years, we have undergone rigorous peer reviews that have resulted in the highest level of compliance. All of our peer reviews, including our most recent, concluded with our receiving the best rating possible and no related letter of comments. This process furthers our efforts to provide the highest level of quality to our audits.

Management Letters

We view management letters as a mechanism to communicate ways to improve controls and efficiencies over financial systems and reporting. We also encourage management to include responses to our comments in the final management letter.

Technical Resource

Melanson has been a leader in the accounting and auditing profession for over 45 years. We are proactive when new accounting and auditing standards are published as we implement many standards in advance. When new accounting and audit pronouncements are introduced, we lead the way in working with clients by guiding them through their implementation of the sometimes complex issues.

Involvement in Professional Organizations

In order to keep abreast with the ever-changing accounting and auditing pronouncements, and other timely issues, we maintain an active role in the following professional organizations:

- AICPA – American Institute of CPAs
- AICPA PCPS – Private Companies Practice Section
- AICPA GAQC – Governmental Audit Quality Center
- AICPA G400 Group (largest 500 CPA firms in the US)
- ACFE – Association of Certified Fraud Examiners
- New England Government Finance Officers Association
- Massachusetts Association of School Business Officials
- Massachusetts Society of CPAs
- Massachusetts Government Finance Officers Association
- PCAOB – Public Company Accounting Oversight Board



Paperless Technology

Our audit staff utilize laptop computers and paperless audit software to maximize engagement efficiencies. Portable scanners are used in the field so that our audit staff can scan original documentation without requiring hardcopies of client documentation. We employ a secure web-based portal (ShareFile) that allows for the secure transfer of data between our offices and clients. ShareFile will be used during the audit process as a means for City departments to upload reports and other documents requested during the audit. This will expedite the audit process and allow our team to be more efficient when we are remote and on-site.

Security of Data

All computers that are utilized outside the offices (i.e., laptops) have encrypted hard drives to prevent unauthorized access, particularly in case of theft. Encrypted USB drives are available to all employees to allow for the secure transfer and temporary storage of data while at a client location. Additionally, all remote connectivity used by our employees is encrypted.

Services to Governmental Organizations

Accounting, Audit, and Financial Reporting

Melanson has been performing audits and preparing financial statements of governmental organizations since 1976. These audits range in size from complex, multi-tiered organizations to small governmental organizations with few staff.

Single Audits/Uniform Guidance Compliance Audits

Certain entities may fall under Federal OMB guidelines that require a single audit to be performed with respect to federal programs, depending on the level of federal dollars spent. We complete hundreds of single audits annually and consider ourselves leaders in this area.



APPROACH AND PLAN TO SERVICES TO BE PROVIDED

Our Responsibilities

The objective of an audit is to obtain reasonable assurance (not absolute assurance) about whether your financial statements as a whole are free from material misstatement, whether due to fraud or error. Reasonable assurance is a high level of assurance and requires us to plan and perform the audit so that audit risk will be limited to an appropriately low level.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether your financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations.

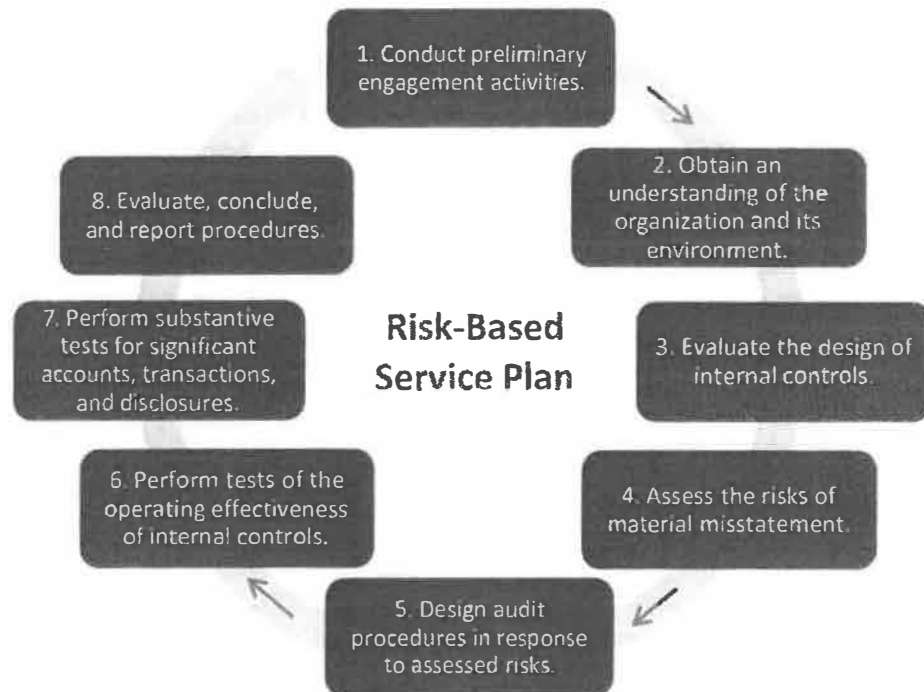
Service Plan

We utilize a risk-based audit methodology that emphasizes using knowledge of your organization to make risk assessments required regarding the financial statement audit. All audits are risk-based to some extent because an auditor does not test 100% of the transactions of an entity. The more accurately an auditor assesses an entity's risks of material misstatement, the more likely the auditor will be to direct audit effort to those areas expected to contain risks of material misstatement, whether due to error or fraud, and the more assurance the auditor has that the procedures performed in response to the risk assessments will detect material misstatements. Therefore, the primary drivers of our audit will be:

- Obtaining an understanding of your organization and its environment, including internal control, sufficiently enough to accurately assess the risks of material misstatement and provide a basis for designing and implementing responses to the assessed risks of material misstatement.
- Obtaining sufficient appropriate audit evidence about whether material misstatements exist, through designing and performing audit procedures that are responsive to the risks of material misstatement.
- Forming an opinion on your financial statements based on conclusions drawn from the audit evidence obtained.



Our risk-based service plan for the audit of your financial statements includes the following eight steps:



The understanding obtained in each process affects the decisions made in the next step. Although most steps in the methodology are performed sequentially, an audit is not a linear process. We may reconsider decisions made in an earlier process based on evidence obtained in later stages of the audit.

In general, knowledge and understanding of your organization should flow through the above eight processes and affect the audit as follows:

- Knowledge gained from preliminary engagement activities and the determination of materiality is used to customize the audit plan for risk assessment procedures.
- Knowledge gained from risk assessment and other procedures, such as preliminary analytical procedures, is used to identify and assess the risks of material misstatement.
- Knowledge gained from risk assessment procedures and the identification of risks of material misstatement is used to customize the audit plan for further audit procedures.
- Evidence gained from further audit procedures is evaluated to determine whether audit risk has been reduced to an appropriately low level, and the appropriate auditor's report is issued.



Sampling

During our audit, we may perform sampling in order to evaluate some characteristic of a balance or class of transactions, or to obtain audit evidence. The sampling performed may be either non-statistical or statistical, and may be used for tests of controls, substantive tests, and also dual-purpose tests. Tests of controls provide evidence about the operating effectiveness of a control in preventing or detecting material misstatements in a financial statement assertion. In tests of controls, the auditor is usually concerned about the rates of any deviation from a prescribed control procedure. Tests of controls are necessary when the audit strategy is to rely on the effectiveness of the control. Substantive procedures are audit procedures designed to obtain evidence about the validity and propriety of the accounting treatment of transactions and balances or to detect misstatements. Substantive procedures differ from tests of controls in that the auditor is interested primarily in a conclusion about dollars. Substantive procedures include tests of details of transactions and balances and analytical procedures.

THE AUDIT TEAM

Team Qualifications

The audit team prides itself on providing a personal approach to a professional relationship.

At Melanson, we strive to maintain audit team continuity on our audit engagements because it allows the audit to run more smoothly and efficiently from year to year. Because we maintain the same staff, this allows for better communication and teamwork between your organization and the auditor.

In addition to the following audit team members, there will also be several staff accountants assigned to the engagement. These individuals work exclusively with the audit team and will be re-assigned to the engagement in subsequent years. Staff accountants are fully supervised at all times during fieldwork.



**Tanya Campbell, CPA
Principal**

Tanya Campbell, CPA is a principal in the Governmental Services Department of Melanson and has been with the firm since 2006.

Since joining the firm, Tanya has worked on governmental financial statement audits and Federal grant audits. Her experience has focused on audit services for numerous municipalities, and she is currently participating in over 40 government audits annually. She is also responsible for the Governmental Services Department's Uniform Guidance (Federal grant audit) protocol and compliance.

Participation in the City of Pittsfield Audit

Tanya will be the engagement principal for the City of Pittsfield's audit and will be present throughout fieldwork. She will also review audit work papers and reports, and will be the key contact person for the audit.

Education:

Bachelor of Science, Business Management (concentration in Accounting) - Babson College

Professional Memberships:

- American Institute of Certified Public Accountants (AICPA)**
- MA Society of Certified Public Accountants (MSCPA)**

Speaking Engagements & Seminars:

- Attends AICPA Governmental Auditing Conference**
- Speaker at various Governmental Accounting organizations and municipal consulting services**

Community Service:

- Former chairperson of her Town's Finance Committee**
- Youth Sports Director**



Scott C. McIntire, CPA
Principal



Scott McIntire, CPA is a principal of Melanson's Governmental Services Department and has been with the firm since 1988.

Scott has nearly 33 years of governmental accounting and auditing experience and manages over 40 audits annually, including several municipal and international airports. He oversees 11 Annual Comprehensive Financial Reports annually and evaluates Annual Comprehensive Financial Reports throughout the country as a member of the Government Finance Officers Association's Special Review Committee.

Education:

Bachelor of Science, Accounting
- Plymouth State University

Professional Memberships:

- American Institute of Certified Public Accountants (AICPA)
- MA Government Finance Officers Association
- MA Municipal Accountants and Auditors Association
- NESGFOA Special Review Committee for Annual Comprehensive Financial Reports
- NH Government Finance Officers Association

Speaking Engagements & Seminars:

- Attends AICPA Governmental Auditing Conference
- Speaker at various Governmental Accounting organizations and municipal consulting services

Participation in the City of Pittsfield Audit

Scott will serve as the concurring principal in the City of Pittsfield's audit. He will bring his years of industry expertise and experience to the city and will offer insight in key audit areas and disclosures.



Sheryl L. Stephens Burke, CPA, MST
Principal

Sheryl Stephens Burke is a Certified Public Accountant licensed in New Hampshire, Massachusetts, Vermont, and Maine with over 30 years of public accounting experience. She has been with the firm since 1990.

In accordance with our firm's policies and procedures, our governmental audit engagements are subject to an Engagement Quality Review (EQR). An EQR is a process designed to provide an objective evaluation, before the report is released, of the significant judgements the engagement team made and the conclusions it reached in formulating the auditor's report. The Engagement Quality Review Principal is a principal who is not part of the audit team, but has specialized experience in governmental auditing and accounting, who evaluates the work of the audit team.

Education:

Master of Science, Taxation and
Bachelor of Science, Accounting
- Bentley University

Professional Memberships:

- American Institute of Certified
Public Accountants (AICPA)
- MSCPA
- NHSCPA
- AICPA's Not-for-Profit Section
- MA Association of School
Business Officials (MASBO)
- NH Association of School
Business Officials (NHASBO)
- GFOA, NHGFOA

**Speaking Engagements &
Seminars:**

- Presented on OMB's
Administrative Requirements,
Cost Principles, and Audit
Requirements for Federal
Awards to the NHSCPA, MA
Municipal Accountants and
Auditors Association, and the
National Community
Development Association

Participation in the City of Pittsfield Audit

Sheryl will serve as the engagement quality review principal in the City of Pittsfield's audit. At the conclusion of the fieldwork, she will perform quality reviews of audit documentation and reports.



**Nadzeya Shkoda, CPA, MSA
Manager**

Nadzeya Shkoda, CPA is a manager in Melanson's Governmental Services Department, joining the firm in June 2014.

Since joining the firm, Nadzeya has worked on governmental financial statement audits, single audit compliance engagements, and other special projects and manages approximately 20 audits annually.

**Participation in the City of Pittsfield Audit
Nadzeya will act as the manager in the City of Pittsfield's audit and will be present throughout fieldwork.**

Education:

**Master of Science, Accountancy
- Westfield State University**

Professional Memberships:

**- American Institute of Certified
Public Accountants (AICPA)**



Sabrina Lyesiuk, MBA
Supervisor

Sabrina Lyesiuk is a supervisor in the Governmental Services Department at Melanson and has been with us since 2016.

Since joining the firm, Sabrina's experience has focused on governmental financial statement audits, OMB A-133/Uniform Guidance single audits, end-of-year report audits, contributory retirement system audits, reconciliation assistance as well as other special projects. Her audit experience includes over 7 contributory retirement systems and 15 Massachusetts cities and towns.

Participation in the City of Pittsfield Audit

Sabrina will serve as a supervisor in the City of Pittsfield's audit.

Education:

**Master of Business
Administration - Fitchburg State
University**
**Bachelor of Science, Accounting
- Western New England
University**

Community Involvement:

**- Member of Follow My Steps
Foundation**



DELIVERABLES

Financial Audit of the City

- Independent auditor's report and financial statements, including supplementary schedules, if requested.
- A management letter of comments and recommendations related to the financial statements, internal controls, accounting, accounting systems, legality of actions, other instances of noncompliance with regulatory requirements, and other matters coming to our attention during the financial audit.
- A Governance letter.

Single Audit

- A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
- A report on compliance with requirements that could have a direct and material effect on each major program and on internal control over compliance in accordance with the Single Audit Act.

End-of-Year Compliance Audit

- An independent accountant's report on applying agreed-upon-procedures over compliance applicable to the Massachusetts School Districts' end-of-year financial report.

Financial Audit of the Retirement System

- Independent auditor's report and financial statements.
- Independent auditor's report on the audit of specific elements, accounts and items of financial statements.
- A management letter of comments and recommendations related to the financial statements, internal controls, accounting, accounting systems, legality of actions, other instances of noncompliance with regulatory requirements, and other matters coming to our attention during the financial audit.

Other

- Attendance at meetings, as requested, to review/present the audit reports.
- Electronic and bound copies of reports, as requested – to be printed after acceptance of the audit.



- Consultation and answers to technical questions, as requested.
- Filing copies of completed audit reports with required state and federal agencies, where applicable.

TIMING

We will be able to comply with the time requirements outlined in the RFP as long as documentation from the City of Pittsfield is provided in accordance with the agreed-upon schedule.

Preliminary Fieldwork

In order to meet your report deadlines, we will need to perform preliminary fieldwork – typically 2 - 3 days on-site. We are available to schedule this work whenever the city is used to having preliminary fieldwork completed.

Financial Audit and Single Audit Fieldwork

We will commence fieldwork at a mutually convenient date (as long as the books are ready to be audited – i.e., all accounts have been reconciled and the books are “closed”) – typically 2-3 weeks. Audit fieldwork will be a combination of remote and on-site testing and we attempt to perform the audit of federal grants during this time or shortly after. Key information that is needed from the city in order to commence field work includes the following:

- Final trial balance to be audited for all funds and accounts.
- Bank statements and reconciliations to the general ledger.
- Support for receivables, inventory, prepaid expenses, payables and accrued expenses and reconciliations to the general ledger.

Audited trial balance reports and adjusting journal entries (fund basis) will be provided to the city for review within 3 weeks following the conclusion of fieldwork, as long as all related documentation (fund basis) has been received.

Draft Reports

Draft reports are expected to be provided within 4 weeks following the conclusion of fieldwork, or the receipt of all requested documentation (fund basis, government-wide, and internal control documentation), whichever is later. Government-wide documentation needed to complete the financial statements includes the following:

- GASB 74/75 valuation from actuary.



- Support for capital assets, additions, disposals, and depreciation information.
- Long-term debt schedules and related support.

Final Reports

We will be available to review the draft reports with city staff, to discuss any findings or issues, and to answer any questions prior to issuance of the final reports. Final reports, both electronic and hard copy, will be provided upon acceptance of the draft report and the receipt of all requested documentation. Presentation of the audit to the City Auditor, Mayor and/or City Council will also be provided, if requested. Final reports will be issued no later than March 15th.

End-of-Year Compliance Audit

The End-of-Year Compliance Audit Reports (EOYR) are typically due to the Massachusetts Department of Elementary and Secondary Education (DESE) by March 31st. We usually obtain the City's EOYR file and documentation during the City's audit fieldwork and perform the testing once DESE has released their annual compliance supplement.

Retirement System Audit

We will commence fieldwork at a mutually convenient date (as long as the books are ready to be audited – i.e., all accounts have been reconciled and the books are “closed”). Audit fieldwork will be a combination of remote and on-site testing and typically lasts 1-2 weeks. In order to issue final reports we will need the GASB 67/68 reports from the System's actuary.



REFERENCES

Listed below are municipalities for which Melanson has audited and provided consulting services.

Town of West Springfield, Massachusetts
Ms. Sharon Wilcox
Chief Financial Officer
413.263.3025

Town of Amherst, Massachusetts
Ms. Sonia Aldrich
Comptroller
413.259.3026

City of Fitchburg, Massachusetts
Mr. Calvin Brooks
City Auditor
978.829.1840

Town of Montague, Massachusetts
Ms. Carolyn Olsen
Town Accountant
413.863.3200 x121

City of Holyoke, Massachusetts
Ms. Tanya Wdowiak
City Auditor
413.322.5589

PEER REVIEW

Every three years Melanson undergoes an in-depth peer review process, which includes an evaluation of our audit quality control system and review of sample governmental audit work papers and financial statements. The results of our peer reviews have always resulted in a “clean opinion” with no exceptions. This is the best result possible from a peer review.

Our most recent peer review report is presented on the following page. There was no letter of comments.



EUFFALO
 36 Niagara Street
 Tonawanda, NY 14150
 P: (716) 694-0336

COOPERSTOWN
 55-57 Grove Street
 Cooperstown, NY 13326
 P: (607) 282-4161

ONEONTA
 189 Main Street, Suite 302
 Oneonta, NY 13820
 P: (607) 432-3462

PERRY
 199 S. Main Street, PO Box 1
 Perry, NY 14530
 P: (585) 237-3887

ROCHESTER
 150 State Street, Suite 301 A
 Rochester, NY 14614
 P: (585) 410-6733

VICTOR
 6534 Anthony Drive, Suite B
 Victor, NY 14564
 P: (585) 410-6733

alliedfp.com

Report on the Firm's System of Quality Control

June 15, 2021

To Principals of Melanson, PC
 and the New England Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Melanson, PC (the firm) in effect for the year ended March 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Melanson, PC in effect for the year ended March 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Melanson, PC has received a peer review rating of *pass*.

Allied CPAs, P.C.

Allied CPAs, PC



EXPERIENCE

Massachusetts

Counties:

Barnstable County
Franklin Regional Council of Governments
Plymouth County

Cities:

City of Amesbury
City of Fitchburg
City of Holyoke
City of Leominster
City of Lynn
City of Newburyport
City of Watertown
Town of West Springfield (City Government)
Town of Weymouth (City Government)

Towns:

Town of Amherst
Town of Ashburnham
Town of Ashby
Town of Ashland
Town of Athol
Town of Belmont
Town of Bernardston
Town of Blandford
Town of Boxford
Town of Concord (Annual Comprehensive Financial Report)
Town of Danvers (Annual Comprehensive Financial Report)
Town of Dartmouth
Town of Douglas
Town of Dover
Town of Dracut (Annual Comprehensive Financial Report)
Town of Easton
Town of Fairhaven
Town of Franklin

Town of Hadley
Town of Hanover
Town of Hardwick
Town of Hudson
Town of Kingston
Town of Lexington
Town of Longmeadow (Annual Comprehensive Financial Report)
Town of Ludlow
Town of Lynnfield (Annual Comprehensive Financial Report)
Town of Medfield
Town of Medway
Town of Millis
Town of Montague
Town of Needham
Town of North Attleborough
Town of Norwell (Annual Comprehensive Financial Report)
Town of Norwood
Town of Randolph
Town of Reading
Town of Rutland
Town of Sharon
Town of Sheffield
Town of Southampton
Town of Sutton
Town of Townsend
Town of Uxbridge
Town of Wayland (Annual Comprehensive Financial Report)
Town of Westford
Town of Whitman
Town of Wilbraham
Town of Williamsburg

Retirement Systems:

Amesbury Contributory Retirement System
Berkshire County Retirement System



Concord Contributory Retirement System
Danvers Contributory Retirement System
Fairhaven Contributory Retirement System
Fitchburg Contributory Retirement System
Gardner Contributory Retirement System
Holyoke Contributory Retirement System
Leominster Contributory Retirement

System

Lexington Contributory Retirement System
Lynn Contributory Retirement System
Minuteman Contributory Retirement
System

Montague Contributory Retirement System
Needham Contributory Retirement System
Newburyport Contributory Retirement
System

Norwood Contributory Retirement System
Reading Contributory Retirement System
Watertown Contributory Retirement
System

West Springfield Contributory Retirement
System

School Districts:

Adams-Cheshire Regional School District
Ashburnham-Westminster Regional School
District

Athol-Royalston Regional School District
Cape Cod Regional Vocational Technical
School

Concord-Carlisle Regional School District
Franklin County Technical School District
Gill-Montague Regional School District
Greater Lawrence Technical School
Greater Lowell Regional Vocational
Technical School District

Hawlemont Regional School District
Minuteman Regional Vocational Technical
High School

Mohawk Trail Regional School District
Montachusett Regional School District

New Salem-Wendell Union School District
Pathfinder Regional School District
Southeastern Regional Vocational School
District

Wachusett Regional School District
Whittier Regional Vocational Technical
School District

Electric Enterprise Divisions:

Cohasset Water & Sewer
Concord Municipal Light Plant
Danvers Electric Division
Littleton Electric & Water Department

Norwood Electric Department
Peabody Municipal Light Plant
Reading Municipal Light Plant
Wakefield Municipal Gas and Light
Department

Wakefield Municipal Cooperative
Corporation

Other Governmental Organizations:

Bondsville Fire and Water District
Bourne, MA Landfill
CASE Collaborative
Dedham-Westwood Water District
Lexington Housing Assistance Board
Merrimack Valley Nutrition Project
Pioneer Valley Planning Commission
Salem-Beverly Water Supply Board
Springfield Redevelopment Authority
Springfield Water and Sewer Commission
(Annual Comprehensive Financial Report)
Turners Falls Fire and Water District
Warren Water District

**New Hampshire
Counties/Districts:**
County of Belknap
County of Coos
County of Grafton



County of Rockingham
Sullivan County
Tilton-Northfield Fire District
Tilton-Northfield Water District

Cities:

City of Claremont
City of Concord (Annual Comprehensive Financial Report)
City of Dover (Annual Comprehensive Financial Report)
City of Keene (Annual Comprehensive Financial Report)
City of Laconia
City of Laconia Water Works
City of Manchester
City of Nashua (Annual Comprehensive Financial Report)
City of Portsmouth (Annual Comprehensive Financial Report)
City of Rochester
City of Somersworth

Towns:

Town of Bedford (Annual Comprehensive Financial Report)
Town of Deering
Town of Derry (Annual Comprehensive Financial Report)
Town of Durham
Town of Exeter
Town of Goffstown
Town of Hollis
Town of Litchfield
Town of Londonderry (Annual Comprehensive Financial Report)
Town of North Hampton
Town of Pelham

Town of Raymond
Town of Sandown

School Districts:

Concord School District (SAU 8)
Derry Cooperative School District
Mascenic Regional School District (SAU 87)
Oyster River School District

Other Governmental Organizations:

Central New Hampshire Regional Planning Commission
Nashua Regional Planning Commission
Nashua Region Solid Waste Management District
New Hampshire/Vermont Solid Waste Project
North Country Council
Rockingham Planning Commission
Strafford Regional Planning Commission
Upper Valley Lake Sunapee Planning Commission

Maine

Cities:

City of Portland (Annual Comprehensive Financial Report)

Vermont

Cities:

City of Burlington (Annual Comprehensive Financial Report)
City of Saint Albans (Annual Comprehensive Financial Report)

School Districts:

Burlington School District

PROPOSAL SIGNATURE AND ADDENDA ACKNOWLEDGEMENT PAGE

Having fully examined, read, and in understanding of the specifications for this job and being familiar with all of the conditions surrounding the proposed work, including any addenda for which receipt of is acknowledged below, the undersigned proposes to complete all work as specified in this request for proposals.

This proposal includes addenda numbered: _____

Signature for Individual

Melanson
Name of Company

413.773.5405
Telephone Number

Tanya Campbell, CPA - Principal
Name and Title of Individual Authorized to Sign

413.773.7304
Fax Number

Tanya Campbell
Signature

tcampbell@melansoncpas.com
E-Mail Address

August 22, 2022
Date

Signature for Partnerships (must be signed by ALL general partners)

Name of Partnership

Date

Name and Title of Partner

Signature

Name and Title of Partner

Signature

Telephone Number of Company Offices

email address

Fax Number of Company Offices

Use additional sheet if necessary

PROPOSAL SIGNATURE AND ADDENDA ACKNOWLEDGEMENT PAGE CONTINUED

Signatures for Corporation

Melanson
Name of Corporation

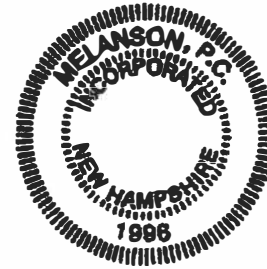
August 22, 2022
Date

Scott McIntire, CPA - Principal
Name and Title of Duly Authorized Company
Officer


Signature

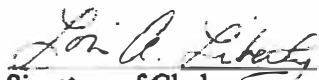
Corporate Seal (affix below)

603.882.1111
Telephone Number



603.882.9456
Fax Number

smcintire@melansoncpas.com
E-Mail Address


Signature of Clerk

Please furnish the following additional information:

Incorporated in what state? New Hampshire

President: Scott Toothaker, CPA

Treasurer: Joseph O'Connor, CPA

Secretary: Lori Liberty, CPA

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of M.G.L. Chapter 156D § 15.03?
Yes

If you are selected for this work, you are required, under M.G.L. Chapter 30 §391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the City of Pittsfield before award.

NON-COLLUSION AFFIDAVIT

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Janya Campbell

Signature of individual submitting bid or proposal

Melanson

Name of Company

August 22, 2022

Date

ATTESTATION OF TAXES

Any person failing to sign the Attestation of Taxes shall not be allowed to obtain, renew, or extend a license, permit, or public contract.

Pursuant to M.G.L. Chapter 62C, §49A, I hereby certify, under the penalties of perjury, that, to the best of my knowledge and belief, I am in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Janya Campbell

Principal

Signature and Title of Authorized Company Officer

August 22, 2022

Date

Corporate Seal (affix below):



City of Pittsfield
City Auditing Services Proposal
For the Fiscal Years Ended June 30, 2022, 2023 and 2024
RFP #23-002 Auditing Services

SCANLON & ASSOCIATES, LLC

THOMAS J. SCANLON, JR., CPA
8 Tina Drive
South Deerfield, MA 01373
Phone: (413) 665-4001
Fax: (413) 665-0593
E-mail: tscanlonjr@scanlon-cpa.com

Contact: Thomas J. Scanlon Jr., CPA
Dated: August 22, 2022

CITY OF PITTSFIELD
City Auditing Services Proposal
For the Fiscal Years Ended June 30, 2022, 2023 and 2024

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August 22, 2022

City of Pittsfield
Purchasing Department
70 Allen Street
Pittsfield, MA 01201

We are pleased to present this proposal in response to your request for proposals to perform audit services of the basic financial statements and single audit for the City of Pittsfield for the fiscal years ended June 30, 2022, 2023 and 2024. This offer is effective for at least 30 days.

As a partner of Scanlon & Associates, LLC, I would like to thank you for this opportunity and to express our desire and interest in being your independent auditor. This proposal contains information on our firm's background, experience in governmental auditing and our approach to the City's audit.

Firm's Background

Scanlon & Associates, LLC is a Certified Public Accounting firm with offices located in South Deerfield and Paxton, Massachusetts. The partners, Thomas J. Scanlon, Jr. and Daniel B. Haynes, employ nine auditors. The partners are separately authorized to negotiate and contractually bind the firm. The firm has been performing audits since 1979, and the staff includes five auditors with more than 20 years' experience performing governmental audits. Our policy is to render personalized, competent and timely services. Our employees are extensively trained and evaluated on a regular basis. Although our company has grown, we remain small enough to know our clients and assist them in their needs on a regular and ongoing basis.

Partners' Background

Thomas Scanlon, Jr. is a Certified Public Accountant in Massachusetts. He is a member of the American Institute of Certified Public Accountants. He is a graduate of the University of Massachusetts at Amherst and began working at the firm, Thomas J. Scanlon, CPAs started by his father, in 1992. He is now the managing partner of the firm's municipal auditing practice.

Daniel B. Haynes, CPA, is a Certified Public Accountant in Massachusetts. He is a member of the American Institute of Certified Public Accountants and the Massachusetts Society of Certified Public Accountants. He is a graduate of Bentley University in Waltham, Massachusetts where he received a Bachelor of Science degree in Accounting. Before the establishment of his own practice in 1990, Mr. Haynes was employed as a Government Finance Specialist at General Electric Company and as a partner with another CPA firm in Massachusetts. Dan is currently the administrator of finance for the Tri-County Vocational High School in Franklin, Massachusetts. Dan's primary role with the firm is quality control and consulting/reviewing the firm's audit engagements.

Audit Approach

We make it a point to meet with our clients after we are hired to discuss our approach to your audit and to inform you about what will be needed from the City during the audit process and when various segments of the audit will occur. We believe this early planning benefits the City and makes for a more efficient and expedient completion of the fieldwork. We would anticipate starting fieldwork in the winter with the expectation of issuing reports before March 15th of each year. This time frame relies on the condition of records and such. Final reports will be issued once the drafts have been reviewed and approved by the City, which we would anticipate that to be shortly after the drafts have been issued.

Our audit approach includes performing as much of our audit fieldwork as possible at City Hall, which enables us to increase audit efficiency and maximize communication. We will request certain documents to be uploaded to our firm's portal so we can do some work remotely. The audit fieldwork will be a combination of both on-site and remote. We are committed to helping our clients benefit from the audit experience. We look for ways to improve the accounting systems and internal controls of the cities, towns and school districts we audit. When we discover areas where improvements could be made, we discuss them informally with key personnel and help them in the implementation process. We are available year-round to answer questions and assist our clients.

Work Plan

Our overall procedures have been designed based upon our comprehensive experience performing municipal engagements and we strive to not only meet professional standards, but to provide "value added" service to our clients. We tailor our procedures based upon the client's environment and our understanding with each client. Our general approach to each major phase of the engagement is summarized as follows:

- *Planning and Risk Assessment* – In our planning procedures we meet with client personnel to discuss audit plan and areas of concern. We read minutes of boards and committees, distribute questionnaires to various personnel, review changes in accounting standards and guidelines and provide a list of documents needed. At this stage we provide a general timeline of expected fieldwork and such. We gain a general understanding of the City's financial operations and start to assess risk. At this time we will request certain documents to be uploaded to our firm's portal.
- *Internal Control Procedures* – We will evaluate and gain an understanding of the internal controls over the accounting and financial systems. We will complete our evaluation of the system through interviews, questionnaires, walk-through of system and procedures and complete various checklists. Because of all our auditing and accounting experience is primarily with Massachusetts Municipalities and Districts we are familiar with standards and best practices followed throughout Massachusetts. This phase will be a combination of on-site and remote work.

- *Audit Testing* – An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, therefore, our audit will involve judgement about the number of transactions and areas to be tested. A detailed audit program will be developed at this time. Our procedures will include tests of documents supporting transactions recorded in the accounts on the City's general ledger. This may include tests of physical existence, direct confirmations and use of analytical procedures. For instance, we will measure budget to actual results for revenue and expenditures and review general ledger for deficit accounts. This phase will be a combination of on-site and remote work.
- *Review and Reporting* – Upon the completion of fieldwork a final review of work papers and other documents will be completed by the partner and audit manager. Once the final review is complete the report will begin to be drafted and when completed will be distributed to the City for review and acceptance.

Partner Participation

Although several members of our firm will be assisting with the audit fieldwork, a partner will be in charge throughout the audit and will participate in all segments of the City's audit engagement. Only trained experienced staff will be assigned to the audit. Occasionally, new accountants will be present in a training capacity, but a supervisor will be present at all times to oversee any work being done. Our turnover is very low so we have continuity in staffing from year to year.

Publications and Technical Resources

We subscribe to many publications and computer aids available to municipal government auditors in order to better serve our clients and assist in accounting, finance and budget issues, and other procedures required by new government laws. We maintain an extensive library that includes Audits of Local Governments, Governmental Financial Statement Illustrations and Trends, Risk-Based Audits of Local Governments, the PPC Governmental Update, GASB (Governmental Accounting Standards Board) publications and more. We subscribe to The Beacon, a publication of the Massachusetts Municipal Association. This helps keep us informed about problems facing our clients, along with possible solutions.

Report Requirements

- 1) Audits of the financial statements of the various funds of the City of Pittsfield shall be performed in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards* issued by the Comptroller of the United States and shall include such tests of the accounting records and such other auditing procedures considered necessary in the circumstances. The audits will be conducted in accordance with the newly adopted Governmental Accounting Standard Board Statements. Copies of the report will be submitted to the Bureau of Accounts, and the Federal Audit Clearinghouse.

The report will contain an auditor's opinion about whether the general purpose financial statements fairly present the financial position of the City and results of its financial operations in accordance with U.S. generally accepted accounting principles.

- 2) Audits of Federal Financial Assistance in accordance with the Single Audit Act, and the audit requirements for federal awards (Uniform Guidance), will also be performed. This audit will include a determination of major programs in accordance with audit requirements for federal awards (Uniform Guidance) and other procedures we consider necessary to enable us to express such opinions and to render the required reports.

The report will contain an auditor's statement on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*. The report will include controls that were evaluated and the significant deficiencies and material weaknesses, if any, identified as a result of the evaluation. It will also include an auditor's statement on compliance with requirements that could have a direct and material effect on each major program and on internal control over compliance in accordance with the Single Audit Act Amendments of 1996, and audit requirements for federal awards (Uniform Guidance).

- 3) The audits shall cover the fiscal years ending June 30, 2022, 2023 and 2024. Copies of the final report will be forwarded to the Bureau of Accounts, Division of Local Services, the Federal Audit Clearinghouse and other appropriate agencies as required.
- 4) A management letter of comments and recommendations shall be submitted in a separate letter containing the specific observations and recommendations relating to compliance with federal, state and local laws, internal control, accounting practices, policies, systems, procedures and other matters as may be appropriate as a result of the examination.

As part of the audit process, we will study and evaluate the City's internal accounting system. All significant deficiencies, material weaknesses and other inefficiencies will be outlined in a formal management letter that will be reviewed with key personnel at the completion of the audit. Following discussion, this report will be presented in bound form along with the audited financial statements to the client and appropriate agencies.

We believe the management letter should be presented in such a way to assist our clients in improving accounting systems and internal control. We offer our clients the opportunity to respond to our comments. We listen to clients' explanations and create a dialogue to come up with a plan for improvement in areas documented in the management letter. In subsequent years, we follow up on these issues to assure improvements are being implemented.

- 6) A post-audit conference will be held with the City's Management, City Finance Director, City Accountant and City Collector to review draft copies of the aforementioned reports prior to publication and distribution of the reports in final form.

Professional Experience

We have extensive knowledge in auditing municipalities, counties and other governmental units. Our clients consist of large cities, small and medium-sized towns, school districts and water districts in Massachusetts. Officials of these entities will verify our reputation when it comes to providing quality services throughout many years.

Because of our extensive experience in municipal and school district auditing and the fact that many of our clients have retained us for more than 10 years, we believe your City will benefit from our services and our dedication to working with City personnel during the audit. Additionally, we willingly and promptly answer questions and offer assistance throughout the year. It is our goal to provide quality service and greater productivity while at the same time to be competitive and to schedule fieldwork in such a way as to alleviate excessive disruptions to your staff.

The firm has passed quality review in conformity with standards established by the Peer Review Board of the American Institute of Certified Public Accountants. Our 2021 review report accompanies this letter.

Summary of Recent Audit Experience

Cities

City of Chicopee
City of Northampton
City of Westfield

City of Easthampton
City of Pittsfield
City of North Adams

Towns

Town of Alford
Town of Belchertown
Town of Brookfield
Town of Chesterfield
Town of Dalton
Town of Deerfield
Town of Erving
Town of Grafton
Town of Granville
Town of Hampden
Town of Lanesborough
Town of Leverett
Town of Norton
Town of Northbridge
Town of Palmer
Town of Shrewsbury
Town of Southwick
Town of Tisbury
Town of Warwick
Town of Wendell

Town of Auburn
Town of Brimfield
Town of Charlemont
Town of Colrain
Town of Dudley
Town of East Longmeadow
Town of Great Barrington
Town of Granby
Town of Holland
Town of Huntington
Town of Leicester
Town of Milford
Town of North Brookfield
Town of Otis
Town of Richmond
Town of South Hadley
Town of Spencer
Town of Sunderland
Town of Ware
Town of West Brookfield

Town of West Stockbridge
Town of Westborough

Town of Windsor
Town of Worthington

Districts

Dalton Fire District
South Deerfield Water Supply District
South Hadley Fire District No. 2
Central Berkshire Regional School District
Northborough/Southborough Regional
School District

Great Barrington Water District
South Hadley Fire District No. 1
Southern Berkshire Regional School District
Frontier Regional School District
Mount Greylock Regional School District
Southern Worcester Vocational Regional School
District

Retirement Systems

City of Chicopee Retirement System
Town of Milford Retirement System
Town of Shrewsbury Retirement System
City of Pittsfield Retirement System

City of Northampton Retirement System
City of Westfield Retirement System
City of Easthampton Retirement System
City of North Adams Retirement System

External Quality Control Review

The Federal Government, as outlined in its *Standards for Audit of Governmental Organizations, Programs, Activities and Functions*, requires all firms performing governmental audits to undergo a peer review every three years. The purpose of the review is to determine that the level of quality control standards in place at a firm meets the requirements of the profession. Our firm has always successfully completed its peer reviews, which were conducted by an independent reviewer firm. Our reviewers have complimented us for our excellent attention to detail in our workpapers. Attached is a copy of the latest quality review report for our firm.

Continuing Professional Education

In addition, governmental auditors must obtain eighty (80) hours of continuing professional education over a two-year period with twenty-four (24) hours specifically related to governmental accounting and auditing. All auditors on our staff involved in governmental audits have met the continuing professional education requirements.

Positive Affirmations

The firm is licensed by the Massachusetts Board of Public Accountancy. The firm and its members meet the independence requirements of Government Auditing Standards.

The documentation that is generated as a result of the engagement will be maintained for a period of at least five years after the completion of the engagement and will be made available upon a valid request to authorized representatives of any cognizant federal audit agency, the GAO or the Commonwealth of Massachusetts.

References

Leah Talbot, Finance Director
 Town of Westborough
 34 West Main Street
 Westborough, MA 01581
 (508) 366-3006

Zachary Taylor, Finance Director
 Town of Milford
 52 Main Street
 Milford, MA 01757
 (508) 634-2309

Sharyn Riley, City Auditor
 City of Chicopee
 70 Allen Street
 Chicopee, MA 01013
 (413) 594-1412

Mary Thompson, Finance & Asst. Town Manager
 Town of Shrewsbury
 100 Maple Avenue
 Shrewsbury, MA 01545
 (508) 841-8367

Joe Bergeron, Business Administrator
 Mount Greylock RSD
 1781 Cold Spring Road
 Williamstown, MA 01267
 (413) 458-9582 Ext. 4005

Matthew Barnes – City Treasurer/Collector
 City of Westfield
 59 Court Street
 Westfield, MA 01085
 (413) 572-6228

LIST OF FIRM PERSONNEL

**ORGANIZATION CHART, LIST OF PROFESSIONAL STAFF,
 YEARS OF EXPERIENCE AND AREAS OF EXPERTISE**

PRINCIPALS:	Thomas J. Scanlon, Jr. Certified Public Accountant	25+ years of Municipal Experience
	Daniel B. Haynes Certified Public Accountant	25+ years of Municipal Experience
SUPERVISORS:	Douglas Selkirk (Passed all parts of CPA exam)	25+ years of Municipal Experience
	Jeffrey Gendron Certified Public Accountant	20+ years of Municipal Experience
	Jo Ann Webster	20+ years of Municipal Experience
SENIOR AUDITORS:	Steven Stanlick	15+ years of Municipal Experience
	Matthew Nowicki	15+ years of Municipal Experience

STAFF AUDITORS:	Michael Pelletier	15+ years of Municipal Experience
	Kyle Mitchell (CPA)	8 years of Municipal Experience
	Doug Williams	6 years of Municipal Experience
OFFICE MANAGER:	Jessica Terrillion	2 Year of Municipal Experience

All of the above personnel would be eligible to be assigned to the City's audit. The core audit team for the City would be made up of one partner (Thomas Scanlon Jr), two supervisors and up to four senior and staff auditors.

Timing

Subject to the availability of City staff and closing of general ledger we would anticipate starting fieldwork in the winter with the expectation of issuing reports before March 15th of each year. This time frame relies on the condition of records and such. Final reports will be issued once the drafts have been reviewed and approved by the City, which we would anticipate to be shortly after the drafts have been issued.

The final report and exit conference shall be presented at the request of the administration. We will be progress billing throughout fieldwork and final invoice will be submitted at the conclusion of the audit.

Summary

This proposal will remain in effect for a period of thirty (30) days from the submission date and thereafter until withdrawn, a contract is made and approved, or the procurement is canceled, whichever occurs first. The undersigned has the authority to contractually bind Scanlon & Associates, LLC.

Our firm recognizes that its sole product is prompt and effective service of the highest quality. Our goal is to serve our clients to their complete satisfaction. The individuals in our firm are highly trained and experienced professionals who work well with our clients.

We appreciate the opportunity to submit this proposal and look forward to hearing from you. If you have any additional questions regarding our proposal, please do not hesitate to contact our office.

Sincerely,

Thomas J Scanlon Jr.

Thomas J. Scanlon Jr., CPA
 Managing Partner
 Scanlon & Associates, LLC



9250 EAST COSTILLA AVENUE, SUITE 450
GREENWOOD VILLAGE, COLORADO 80112
303-792-3020 (O) | 303-792-5153 (F)
WWW.WCRCPA.COM

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

October 8, 2021

To the Members of
Scanlon and Associates, LLC
and the Peer Review Committee of the Massachusetts Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Scanlon and Associates, LLC (the firm) in effect for the year ended May 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Scanlon and Associates, LLC in effect for the year ended May 31, 2021 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Scanlon and Associates, LLC has received a peer review rating of *pass*.

Watson Coon Ryan, LLC

Watson Coon Ryan, LLC

PROPOSAL SIGNATURE AND ADDENDA ACKNOWLEDGEMENT PAGE

Having fully examined, read, and in understanding of the specifications for this job and being familiar with all of the conditions surrounding the proposed work, including any addenda for which receipt of is acknowledged below, the undersigned proposes to complete all work as specified in this request for proposals.

This proposal includes addenda numbered: RFP # 23-002

Signature for Individual

Scanlon & Associates LLC
Name of Company

413-665-4001
Telephone Number

Thomas J. Scanlon Jr
Managing Partner
Name and Title of Individual Authorized to Sign

413-665-0593
Fax Number

[Signature]
Signature

TScanlonjr@Scanlon-CPA.com
E-Mail Address

8/22/2022
Date

Signature for Partnerships (must be signed by ALL general partners)

Scanlon & Associates, LLC
Name of Partnership

8/22/2022
Date

Thomas J. Scanlon, Jr
Managing Partner
Name and Title of Partner

[Signature]
Signature

Don Haynes - Partner
Name and Title of Partner

[Signature]
Signature

413-665-4001
Telephone Number of Company Offices

Same as Above
email address

413-665-0593
Fax Number of Company Offices

Use additional sheet if necessary

PROPOSAL SIGNATURE AND ADDENDA ACKNOWLEDGEMENT PAGE CONTINUED

Signatures for Corporation

Name of Corporation

Date

Name and Title of Duly Authorized Company
Officer

Signature

Corporate Seal (affix below)

Telephone Number

Fax Number

E-Mail Address

Signature of Clerk

Please furnish the following additional information:

Incorporated in what state? _____

President: _____

Treasurer: _____


Secretary: _____

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of M.G.L. Chapter 156D § 15.03?

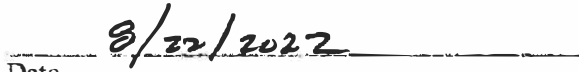
If you are selected for this work, you are required, under M.G.L. Chapter 30 §391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the City of Pittsfield before award.

NON-COLLUSION AFFIDAVIT

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.


Signature of individual submitting bid or proposal


Name of Company


Date

AFFIDAVIT OF COMPLIANCE

Massachusetts Corporation

Foreign Corporation

Non-Profit Corporation

Partnership

Sole Proprietorship *

Name of Corporation Scanlon & Associates LLC

Address 8 King Drive

Deerfield, Ma 01373

As President, or authorized company officer, of the above named corporation, I do hereby certify that the above named corporation has filed with the State Secretary all certificates and annual reports required by M.G.L. Chapter 156B §109 and by Chapter 181 §4

Signed under the penalties of perjury this 22 day of August, 2022


Signature and Title of Authorized Company Officer

Corporate Seal (affix below):

*If a sole proprietorship, you must indicate your status as a sole proprietorship; the person signing this bid shall be deemed to be the sole proprietor and legal entity for the purposed of this bid and contract.

ATTESTATION OF TAXES

Any person failing to sign the Attestation of Taxes shall not be allowed to obtain, renew, or extend a license, permit, or public contract.

Pursuant to M.G.L. Chapter 62C, §49A, I hereby certify, under the penalties of perjury, that, to the best of my knowledge and belief, I am in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Jim Decker Jr - Managing Partner
Signature and Title of Authorized Company Officer

8/22/2022
Date

Corporate Seal (affix below):



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

Tel. (413) 499-9352
solicitor@cityofpittsfield.org

January 31, 2022

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

Dear Councilors:

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

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

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

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

The City Council’s role is:

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

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to be "Stephen N. Pagnotta", written over a horizontal line.

Stephen N. Pagnotta
City Solicitor



City of Pittsfield

RECEIVED
CITY OF PITTSFIELD
2021 DEC -8 PM 12:31

December 06 2021

To the City Council of the City of Pittsfield:-

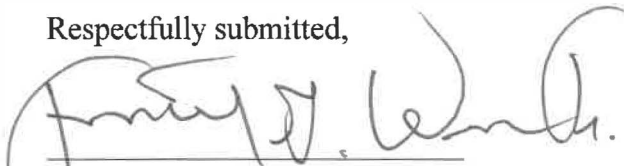
The undersigned respectfully

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

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

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

Respectfully submitted,



Kenneth G. Warren Jr.
Ward 1 City Councilor Elect



City of Pittsfield

October 19, 20 22

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that the following streets be designated for snow removal:

Applewood Lane
Churchill Crest
Westbrook Terrace
Southbrook Lane
Northbrook Lane
Eastbrook Lane
Pheasant Way
Old Farm Lane

Respectfully,

Dina G. Lampiasi
Ward Councilor



City of Pittsfield

RECEIVED CITY CLERK
CITY OF PITTSFIELD, MA

2022 OCT 12 AM 8:44

10/11 20 22

To the City Council of the City of Pittsfield

The undersigned respectfully

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

Respectfully Submitted,

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

Charles I. Kronick

Councilor Ward 2



City of Pittsfield

October 19, 2022

To the City Council of the City of Pittsfield:—

The Committee on Finance

to whom was referred the

A communication from Mayor Tyer submitting an order for a ten-year Tax Increment Financing (TIF) Agreement for Interprint, Inc.

having considered the same, report and recommend that

Recommending to approve 5/0

Respectfully submitted,

Chairman.



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

September 21, 2022

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 a ten-year Tax Increment Financing (TIF) Agreement for Interprint, Inc. to assist with expansion plans at 101 Central Berkshire Boulevard. Over the next several years, Interprint has an opportunity to become the leading domestic supplier in the luxury vinyl tile (LVT) market. To compete with LVT market leaders from China and Taiwan, Interprint must expand their manufacturing facility, purchase new equipment, and hire more employees. Interprint's primary customers have enticed them to locate the new manufacturing facility in Georgia by promising lower operational costs. To compete with Georgia, the City of Pittsfield and the Commonwealth of Massachusetts have committed its support for Interprint's expansion here in Pittsfield.

Interprint plans to construct a 57,000 square foot manufacturing facility, purchase three LTV printing presses, and create 20 permanent full-time manufacturing jobs by 2025. Total capital investment will be approximately \$28 million. The proposed TIF is structured to provide 100% forgiveness of the incremental increase in property taxes resulting from the construction of the new building in the first and second years and decreasing by 20% every two years thereafter. While an estimate of the anticipated savings that will result is included in the attached materials, the actual forgiveness each year will be based on the assessed value and tax rate set by the city.

City Council approval is needed to authorize the City of Pittsfield, by and through its Mayor, to enter into the TIF agreement and to forward Interprint's application to the Massachusetts Economic Assistance Coordinating Council for its review and approval. In addition, Interprint has applied for the Economic Development Incentive Program (EDIP) from the Massachusetts Office of Business Development. An approved TIF is required for this program.

Thank you for your consideration of this request and your support for this business development opportunity. Interprint has a proud and successful history in Pittsfield and, with your approval, its growth in a new market will be secure.

Respectfully submitted,


Linda M. Tyer, Mayor

City of Pittsfield

No. _____

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

APPROVING THE CERTIFIED PROJECT AND TAX INCREMENT FINANCING AGREEMENT BY AND AMONG THE CITY OF PITTSFIELD AND INTERPRINT, INC.

Ordered:

WHEREAS, the City of Pittsfield has been in negotiation with INTERPRINT regarding the expansion project of constructing a new manufacturing building at 101 Central Berkshire Blvd, and

WHEREAS, INTERPRINT has applied for designation as a Certified Project under the Massachusetts Economic Development Incentive Program created by Chapter 23A of Massachusetts General Laws;

WHEREAS, INTERPRINT meets the minimum standards of the Economic Development Incentive Program and the local economic development goals and criteria established by the City of Pittsfield;

WHEREAS, the proposed certified project will be located at 101 Central Berkshire Blvd, Pittsfield MA;

WHEREAS, the City of Pittsfield has agreed to offer INTERPRINT a Tax Increment Financing Agreement. Said Agreement is hereby approved by the City Council;

WHEREAS, INTERPRINT will be investing \$28,000,000 in building construction and equipment and create twenty (20) permanent, full-time jobs for residents of the City and Berkshire County, within four (4) years;

WHEREAS, the City of Pittsfield has determined that INTERPRINT has the means to undertake and complete the proposed project;

WHEREAS, the City of Pittsfield has determined that the proposed certified project will have a reasonable chance of increasing employment opportunities as advanced in the certified project proposal;

WHEREAS, the City of Pittsfield has determined that the proposed certified project will not overburden the City's infrastructure and other supporting resources;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Pittsfield approves the Certified Project application of INTERPRINT and forwards said approval to the Massachusetts Economic Assistance Coordinating Council for its final endorsement.

FURTHER, the City Council of the City of Pittsfield authorizes the Mayor to execute the Tax Increment Financing Agreement between the City of Pittsfield and INTERPRINT. Said agreement will provide for an exemption on real estate taxes based on the growth portion in assessed valuation of the property at 100% for the first two years, 80% for the third and fourth years, 60% for the fifth and sixth years, 40% for the seventh and eighth years, 20% for the ninth and tenth years of a ten year agreement according to the requirements and regulations established which govern the implementation of such Tax Increment Financing Agreements. The Agreement will be in effect as of FY 2024 (July 1, 2024) and will extend through FY 2033 (June 30, 2033).

**TAX INCREMENT FINANCING AGREEMENT
BY AND AMONG
THE CITY OF PITTSFIELD
AND
INTERPRINT, INC.**

AGREEMENT is made this ___th day of _____, 2022 by and among the CITY OF PITTSFIELD ("CITY") and INTERPRINT, INC. ("INTERPRINT"), located at 101 Central Berkshire Blvd, Pittsfield, MA 01201.

PRELIMINARY STATEMENTS

WHEREAS, INTERPRINT is a Massachusetts corporation headquartered in Pittsfield; and

WHEREAS, on or before July 26, 2001 INTERPRINT acquired the property at 101 Central Berkshire Blvd, Pittsfield, Massachusetts (the "Project Property"); and

WHEREAS, INTERPRINT intends to locate and/or expand certain of its business operations at the Project Property, as well as construct a new 57,000 square foot manufacturing building thereto (the "Construction Project"); and

WHEREAS, INTERPRINT anticipates that the Construction Project will create twenty (20) permanent full-time jobs by 2025 for residents of Pittsfield and the Berkshire County area. The Construction Project will result in \$28,000,000 in investments over the next three (3) years; and

WHEREAS, INTERPRINT is seeking a Tax Increment Financing Exemption (as such term is defined below) from the CITY in connection with the Construction Project, in accordance with the Massachusetts Economic Development Incentive Program and M.G.L. c. 23A, §3E and M.G.L. c. 40, §59; and

WHEREAS, the CITY strongly supports increased economic development to provide additional jobs for residents of the ETA and the city, expand commercial and industrial activity within the city, and develop a healthy economy and stronger tax base; and

WHEREAS, the Construction Project is located at 101 Central Berkshire Blvd, Pittsfield, Massachusetts, also identified as Assessor's Parcel B020001101; and

WHEREAS, the Construction Project furthers the economic development goals and the criteria established for the ETA; and

WHEREAS, the current assessed valuation for the Project Property for fiscal year ending June 30, 2023 is \$5,580,300.

NOW THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

1. The CITY, as authorized by the City Council on _____, 2022, hereby enters into with INTERPRINT a Tax Increment Financing Exemption with respect to the Project Property and the Construction Project, encompassing the property described as 101 Central Berkshire Blvd, also identified as Assessor's Parcel B020001101. A map of the Project Property and area subject to the Tax Increment Financing Exemption is hereby attached as Exhibit A. A description of the property is hereby attached as Exhibit B.

2. The Tax Increment Financing Exemption granted herein shall be in effect for a term of ten (10) years, commencing on July 1, 2023 and expiring on June 30, 2033.

3. The Tax Increment Financing Exemption formula for the Project Property will be calculated as prescribed by Massachusetts General Laws and regulated by the Department of Revenue, and shall apply to the incremental difference in the assessed real property tax valuation of the Project Property for the fiscal year ending June 30, 2023 (the "Base Year"), and its assessed valuation for each of the next ten (10) fiscal years.

The base valuation is the assessed value of the property in the fiscal year immediately prior to the fiscal year in which the property becomes eligible for a tax increment exemption. The base valuation of the Project Property for fiscal year ending June 30, 2023 is \$5,580,300 (the "Base Valuation").

The Market Value will be adjusted annually by an adjustment factor which reflects increased commercial and industrial property values within the community, as defined in Massachusetts General Laws. Any increase in the assessed value of the Project Property over the Base Valuation, or "increment," attributable to the renovations and/or improvements made in connection with the Construction Project is that amount eligible for exemption from taxation (the "Tax Increment Financing Exemption").

The Tax Increment Financing Exemption shall be applied in decreasing amounts in accordance with the following schedule:

Year 1: July 1, 2023 – June 30, 2024 100% of the increment;

Year 2:	July 1, 2024 – June 30, 2025	100 % of the increment;
Year 3:	July 1, 2025 – June 30, 2026	80% of the increment;
Year 4:	July 1, 2026 – June 30, 2027	80% of the increment;
Year 5:	July 1, 2027 – June 30, 2028	60% of the increment;
Year 6:	July 1, 2028 – June 30, 2029	60% of the increment.
Year 7:	July 1, 2029 – June 30, 2030	40% of the increment.
Year 8:	July 1, 2030 – June 30, 2031	40% of the increment.
Year 9:	July 1, 2031 – June 30, 2032	20% of the increment.
Year 10:	July 1, 2032 – June 30, 2033	20% of the increment.

4. The CITY is granting the Tax Increment Financing Exemption in consideration of INTERPRINT's commitment to:

(a) create twenty (20) new, permanent full-time jobs within four (4) years, from the current level of 165, as follows:

	<u>ANNUAL</u>	<u>CUMULATIVE</u>
January 1, 2022 – December 31, 2022	3 jobs	3 jobs;
January 1, 2023 – December 31, 2023	3 jobs	6 jobs;
January 1, 2024 – December 31, 2024	8 jobs	14 jobs;
January 1, 2025 – December 31, 2025	7 jobs	20 jobs;

(b) invest \$28,000,000 in new construction and printing presses to the Project Property, to be completed by December 31, 2025.

5. INTERPRINT shall submit annual reports on job creation, retention and new investment at the Project Property to the Department of Community Development, City of Pittsfield, by March 31st of each year for which the tax benefits granted herein are enjoyed. Reports shall be submitted for the year starting January 1, 2023 and ending December 31, 2023, and each subsequent year until December 31, 2033, for the duration of the Tax Increment Financing Exemption. The annual report shall include:

(a) the number of permanent full-time jobs created and the number of people hired for the annual time period and on a cumulative basis;

(b) the value of capital improvements invested by INTERPRINT in the Project Property annually and on a cumulative basis; and

(c) the number of construction jobs created for years ending December 31, 2022 and 2023, as applicable.

6. If INTERPRINT fails to meet the job creation and investment commitments specified in Paragraphs 4 (a) through (b) herein, or fails to comply with all reporting requirements specified in this Agreement, including but not limited to Paragraphs 5 (a) through (c) herein, the

CITY, acting through its Mayor, may, at its sole discretion, take action to request decertification of the project by the Economic Assistance Coordinating Council. Upon decertification, the CITY shall discontinue the Tax Increment Financing Exemption benefits described in Paragraph 3 hereof, commencing with the fiscal year for which INTERPRINT did not meet its commitments.

7. If INTERPRINT, or any entity to which this Agreement has been assigned or transferred, ceases to conduct business operations at the Project Property during the term of this agreement, this Agreement shall be immediately null and void and the CITY shall seek decertification of the project as provided in Paragraph 6 herein.

8. INTERPRINT shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CITY. The foregoing notwithstanding, the rights and obligations of this Agreement shall inure to the benefit of any entity succeeding to the interests of INTERPRINT by merger. This agreement shall be binding upon subsequent owners of the Project Property.

9. INTERPRINT shall use its best efforts to give the CITY ninety (90) days prior notice of any corporate decision to (i) change the nature and/or character of their business operations at the Project Property to one other than the production and packaging of herbal supplements and related products, or (ii) cease their business operations at the Project Property. No such decision shall be deemed taken unless an appropriate resolution shall have been passed by the INTERPRINT Board of Directors, or, if such a resolution is not required, by an executive officer empowered to make such decision.

10. Pursuant to Section 59(v)(d) of Chapter 40 of the Massachusetts General Laws, this Agreement shall be binding upon subsequent owners of the Project Property and their assignees.

IN WITNESS WHEREOF, INTERPRINT has caused this Agreement to be duly executed in its name and behalf and its seal affixed by its duly authorized representative, the CITY 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.

CITY OF PITTSFIELD

INTERPRINT,

Linda M. Tyer
Mayor

By: _____

Peter M. Marchetti
City Council President

**EXHIBIT A
MAP OF PROPERTY**

DRAFT

EXHIBIT B
DESCRIPTION OF PROPERTY

The property known as 101 Central Berkshire Blvd, Pittsfield Massachusetts, also known as Assessors' Parcel B02, Block 0001, Lot 101, bounded and described as follows:

DRAFT

COMMONWEALTH OF MASSACHUSETTS
 ECONOMIC ASSISTANCE COORDINATING COUNCIL
 MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

EDIP Supplemental Application Exhibit 2: Local Incentive Valuation for Interprint, Inc. (Pittsfield)

FY	Municipal Tax Rate Per Thousand	Incremental Assessed Value	Projected Annual RE Property Tax Bill for Incremental Assessed Value	TIF/STA Yearly Exemption %	Exempted Annual RE Property Taxes	Exempted Annual Personal Property Taxes	Total Taxes Paid on Base & Increment
FY2024	\$41.11	\$1,866,200	\$76,719.48	100%	\$76,719.48	\$0.00	\$229,384.00
FY2025	\$41.72	\$1,866,200	\$77,857.86	100%	\$77,857.86	\$0.00	\$232,824.00
FY2026	\$42.35	\$1,866,200	\$79,033.57	80%	\$63,226.86	\$0.00	\$252,123.00
FY2027	\$42.98	\$1,866,200	\$80,209.28	80%	\$64,167.42	\$0.00	\$255,905.00
FY2028	\$43.63	\$1,866,200	\$81,422.31	60%	\$48,853.38	\$0.00	\$276,027.00
FY2029	\$44.28	\$1,866,200	\$82,635.34	60%	\$49,581.20	\$0.00	\$280,168.00
FY2030	\$44.95	\$1,866,200	\$83,885.69	40%	\$33,554.28	\$0.00	\$301,146.00
FY2031	\$45.62	\$1,866,200	\$85,136.04	40%	\$34,054.42	\$0.00	\$305,663.00
FY2032	\$46.31	\$1,866,200	\$86,423.72	20%	\$17,284.74	\$0.00	\$327,531.00
FY2033	\$47.00	\$1,866,200	\$87,711.40	20%	\$17,542.28	\$0.00	\$332,444.00
				TOTALS	\$482,841.93	\$0.00	\$2,793,215.00





City of Pittsfield

October 19, 2022

To the City Council of the City of Pittsfield:—

The Committee on Finance

to whom was referred the

A petition from Councilor Warren requesting to elect a standard allowance for revenue loss in the amount of ten million dollars

having considered the same, report and recommend that

Recommending to approve 4/1

Respectfully submitted,

A handwritten signature in black ink, appearing to be "J. M.", written in a cursive style.

Chairman.



City of Pittsfield

May 04 _____ 20 22

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that the Order attached hereto entitled "**AN ORDER AUTHORIZING THE CITY OF PITTSFIELD TO ELECT A STANDARD ALLOWANCE FOR REVENUE LOSS IN THE AMOUNT OF TEN MILLION DOLLARS (\$10,000,000) AND EXPEND IT THROUGH THE CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND (CLFRF) ESTABLISHED BY SECTION 9901 OF THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA).**" be referred to the Finance Committee for review and approval.

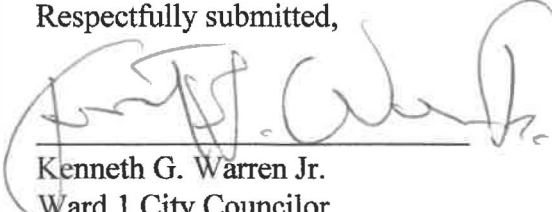
DISCUSSION & CONCLUSION

Even though many communities are handling the expenditure of ARPA funds in different ways, most communities are documenting their choice of the standard allowance for lost revenue by a vote of their legislative branch. When this city is audited for these funds and the federal government determines that the choice of calculating lost revenue was not in compliance with federal guidelines and past practice, the City of Pittsfield could be liable for recoupment or "clawback" of the funds. Without trying to inject partisan politics into local elections, it would be wise to be cognizant that if there is a change in the current control of the various branches of federal government, there will be an aggressive attempt to reclaim federal funds.

Since common sense would indicate that the best choice for calculating lost revenue would be choosing the standard allowance of \$10 million, it would make eminent sense to submit this to the City Council for what would be probably a unanimous vote in support.

In addition, it makes as much common sense that replacement of general fund revenues should be placed in the general fund and handled in the normal course as has been done since 1891. No one can point in the federal law and the interim rule that once a choice is made that monies reflect lost revenue that only the approval of the Mayor (Chief Executive) of a community is necessary.

Respectfully submitted,



Kenneth G. Warren Jr.
Ward 1 City Councilor

SCHEDULE "A"

AN ORDER AUTHORIZING THE CITY OF PITTSFIELD TO ELECT A STANDARD ALLOWANCE FOR REVENUE LOSS IN THE AMOUNT OF TEN MILLION DOLLARS (\$10,000,000) AND EXPEND IT THROUGH THE CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND (CLFRF) ESTABLISHED BY SECTION 9901 OF THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA).

WHEREAS, the United States Department of the Treasury, is tendering the second tranche of the direct funds to the City of Pittsfield in the amount of **SIXTEEN MILLION TWO HUNDRED AND EIGHT THOUSAND FIVE HUNDRED AND NINETY FIVE DOLLARS (\$16,208,595)** under Section 603 of the Social Security Act, as added by ARPA, Section 9901 ; and

WHEREAS, pursuant to Title VI of the Social Security Act (42 U.S.C. 801 et seq.) is amended by adding at the end the following: " 603. CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS" and funds in the amount of TEN MILLION DOLLARS (\$10,000,000) are available as a direct payment to the City solely to fund "the provision of government services to the extent of the reduction in revenue of such State, territory, or Tribal government due to the COVID- 19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal government prior to the emergency."

Therefore be it ORDERED: That, the amount of TEN MILLION DOLLARS (\$10,000,000) be, and hereby is credited to the General Fund from the Special Revenue Coronavirus State and Local Fiscal Recovery Fund Grant as lost revenue in order to fund the various general government expenses:

General Fund	\$10,000,000
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FURTHER ORDERED: that the Mayor, acting on behalf of the City of Pittsfield be, and hereby is authorized, to such funds to expend such funds under the following conditions:

All requests for funding from these ARPA funds shall be submitted to the Council by the Mayor and shall include the following information:

A detailed description of the purpose for expending the funds;

A detailed plan outlining the proposed use for the funds being requested;

All relevant financial information that supports both the request for the funds; and,

A narrative drafted by the Director of Finance as to the request's public benefit, its relationship to the City's overall covid / pandemic goals and objectives, and the manner in which it meets all other eligibility criteria set forth in federal law. The Director's narrative shall also include a proposed disbursement schedule for the funds and a description of the manner in which the Department will monitor the use of the funds

Approval by the Council will require a majority vote of those present.



City of Pittsfield

October 19, 2022

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that the Commissioner of Public Services and Utilities provide a report detailing the projected cost of snow removal for the 2022/2023 winter, showing the increased costs associated with the addition of private street plowing. Understanding that snow events cannot be predicted, I request that the average number of snow events for the last three years be applied.

Respectfully,

Dina G. Lampiasi
Ward Councilor



City of Pittsfield

October 19, 22

20

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request a status update on the steps underway to address traffic congestion and safety concerns related to pickup and drop-off at on Valentine Road at Taconic High School. This request is on behalf of residents that hoped to see improvements implemented for the 2021/2022 school year.

Respectfully,

Dina G. Lampiasi
Ward Councilor



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2022 OCT 14 AM 10:58

October 14 20 22

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Car. Ho. Talley

A Petition for City Council, Mayor,
City of Pittsfield, for arbitrary Discrimination,
Prejudice, Abuse of Authority under Color of Law,
to be addressed; settlement as to pending
lawsuit Talley v Tyler et al, Talley Affordable
Housing, Excessive Force by Pittsfield Police
Department, and Talley Up L.L.C.

- Resolution as to pending lawsuit under terms to exclude City of Pittsfield, Berkshire Sheriffs Dept. Pittsfield Police Department.
- Meeting with Mayor Tyler as to resolve of Excessive Force by P.P.D officers Morne; Berkham
- Talley Up Affordable Housing Initiative Fund, Funding; Piloting.
- Tresspass orders,
- Denied Expansion of business.



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2022 OCT 12 AM 8:44

10/11 2022

To the City Council of the City of Pittsfield

The undersigned respectfully

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

Respectfully Submitted,

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

Charles I. Kronick

Councilor Ward 2



City of Pittsfield

October 18 2022

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that the City Council refer to Ordinance & Rules Committee to review the Building and/or Health Code Enforcement provisions especially focusing on dilapidated & blighted premises to include but not limited to the increase of fines.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kenneth G. Warren Jr.", is written over a horizontal line. The signature is fluid and cursive.

Kenneth G. Warren Jr.
Ward 1 City Councilor