



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

CLERK  
CITY OF PITTSFIELD, MA  
2025 APR 17 AM 9:13

**April 22, 2025, at 6:00 p.m.**

**AGENDA**

1. Roll Call
2. Open Mic
3. Approval of April 8, 2025 minutes

**APPOINTMENTS**

4. A communication from Mayor Marchetti reappointing Paula Albro to the Parks Commission

**COMMUNICATIONS FROM HIS HONOR THE MAYOR**

5. A communication from Mayor Marchetti on an Order to accept a grant of funds in the amount of \$12,500.00 from the Commonwealth of Massachusetts Executive Office of Public Safety and Security
6. A communication from Mayor Marchetti on an Order to accept a grant of funds in the amount of \$9,800.00 from the Commonwealth of Massachusetts Executive Office of Public Safety and Security
7. A communication from Mayor Marchetti on an Order to accept a grant of funds in the amount of \$3,000.00 from the Berkshire Taconic Community Foundation
8. A communication from Mayor Marchetti on an Ordinance amending City Code, Chapter 2 ½, Article II, Section 2 ½ - 25 and 2 ½ - 26
9. A communication from Mayor Marchetti on two Traffic Orders amending parking regulations on Union Street
10. A communication from Mayor Marchetti on an Order to submit the City's Community Development Block Grant Five Year Consolidated Plan (PY2025-2029) and Annual Action Plan for the 2025 program year to the US Department of Housing and Urban Development

**PUBLIC HEARING**

11. A petition from Verizon New England and Eversource to relocate one (1) jointly owned pole and to install one (1) jointly owned pole on East New Lenox Road (*tabled April 8, 2025*)

**UNFINISHED BUSINESS**

**Reports from the Ordinance and Rules Committee**

12. A report from the Ordinances and Rules Committee on an Ordinance to require a background check with the Department of Children for all new hires who have contact with minors, recommending to approve 5/0 (*tabled April 8, 2025*)

### **NEW BUSINESS**

13. A petition from Councilor Persip urging the Pittsfield School Committee to release a public summary of the findings from the independent investigation into staff misconduct at Pittsfield High School

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

#### *Referred to the Commissioner*

14. A petition from Jacquelyn Sykes requesting to improve pedestrian safety around all public schools by painting brighter crosswalks and installing flashing crosswalk signs

#### *Referred to the Commissioner and the Traffic Commission*

15. A petition from Councilor Warren requesting to resolve excessive traffic and speeding on Pine Street

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

**April 8, 2025, at 6:00 p.m.**

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

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

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

**AGENDA**

The microphone was open to the public:

Barbara Mahony, 10 Cynthia Lane, urges the council to vote against the median safety ordinance.

Scott Shreve, 205 Wendell Ave, voiced his concern to vote no on the safety median ordinance.

Mike Denton, 77 Adelaide Ave, Pastor of the United Church of Christ that houses and founded the South Community Food Pantry is opposed to the median safety ordinance in these uncertain times.

Paul Gregory, 25 Roseland Drive, urges the council to take action against the school committee as the budget has grown. They need to show concern and rain in the schools as the chair has stated the results of the report will not be made public.

Shaun Manion, 646 North Street, stated they need to come up with the data to prove this is needed. He believes the data does not exist. He said there will be a lawsuit against this if it moves forward.

Ephraim Alexander Swarts, 11 Second Street, thanked the four council members for voting against this at Ordinance and Rules and is hopeful that the full council will vote it down.

Michael Hitchcock, 164 Skyland Trail, is very impressed with the Ordinance and Rules opinions and the full council should support their decision. He runs the food pantry and knows how hard it is for these citizens.

Becky Crane, 100 Resivore Road, Dalton, asked that the median safety ordinance be filed. They believe this is about poverty not safety.

Nicholas Russo, 38 North Street and BRPC, stated it is important to think about safety in the roadways. The measure on the table does not represent this shared desire for safety and does not support the Berkshire Steps plan.

Joel Hunting, 275 View Drive, stated the sidewalk of Park Square is ok to walk and you do not need a permit as you do in the grassy park. He does not think the government should have a say over this and stated it should be filed.

Patrick Doyle, 53 Bromback Street, encouraged the council to file the median safety ordinance, if it passes, he will sue the city and most likely win. He stated there should be free housing in the city. He also encouraged the city not to work with ICE.

Kate Grater, 241 Holmes Road, stated the pan handling in the city is nothing compared to New York City, this threatens the constitution and urges the council to vote against the ordinance.

Robert Shepard, 85 Otis Ave, Dalton, stated the council should seek information from the food pantries in the area to discuss this issue and what is going on behind the scenes.

Margo Paige, 119 Cole Ave, Williamstown and Berkshire Interfaith and Cathedral of the Beloved urges the council to vote against this ordinance and has a problem with the multi-tiered enforcement part of it. She understands that this came about out of caring for residents.

Margret Gregory, 270 Old Dalton Rd, Hinsdale, stated there is an urgent need to relocate part of the police department to Old Town Hall as the current building is deteriorating and provided pictures.

Danielle Munn, 15 Hollister Street, and a business on North Street, does not agree that the median safety ordinance is about safety and urges the council to vote against it.

Kamarr Taliaferro, 78 Howard Street, is against the median safety ordinance and hopes the council is against it. He said it is the poor code. Pittsfield needs to vote against this, and he wants to know what the next step from councilors is.

### **AGENDA**

Approval of March 25, 2025 minutes. *Councilor Warren made a motion to approve carried by a unanimous vote of the ten members present.*

### **APPOINTMENTS**

A communication from Mayor Marchetti reappointing Alexandra Tasak Groff to the Community Preservation Committee. *Councilor Warren made a motion to approve carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti reappointing Rhonda Serre to the Ordinance Review Committee. *Councilor Warren made a motion to approve carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti reappointing Brian Andrews to the Traffic Commission. *Councilor Warren made a motion to approve carried by a unanimous vote of the ten members present.*

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

A communication from Mayor Marchetti on an Order to accept a grant of funds in the amount of \$865,000 from the Massachusetts Department of Environmental Protection. *Councilor Warren made a motion to approve the order carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti on an Order to transfer and appropriate \$37,169.06 from the Unclassified Department to eliminate deficits. *Councilor Warren made a motion to approve the order carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti on an Ordinance amending City Code, Chapter 2, Article LIV, Section 2-322, to make members of the Affordable Housing Trust special municipal employees. *Councilor Warren made a motion to refer to Ordinances and Rules Committee carried by a unanimous vote of the ten members present.*

Item 15 was taken out of order.

A report from the Ordinances and Rules Committee on an Ordinance amending City Code, Chapter 14, Section 14-12 Median Safety and Pedestrian Regulations in Public Roadways, recommending to file 4/1. *Councilor Warren made a motion to accept the report and place on file.* Councilor Warren stated he is very involved and those who spoke should not place their hope in the courts. He does not think the mayor should be faulted in this as he is trying to help. Councilor Costa spoke to those who would be affected and questioned those who supported it, as it does not support pedestrian safety in her opinion. Councilor Lampiasi has a problem with the way the ordinance was written and questions about how we can look at that they are intending to obstruct or to harm themselves and the ability to enforce will be difficult. She asked the mayor how co-responders could help. The mayor stated there will be three new co-responders in the budget funded by the opioid trust fund. From day one he has been doing the job of trying to take care of the exact people that he is now accused of trying to make them disappear. Councilor Persip stated the mayor brought this up as it was a hot topic when the election took place, and we should try to work together to teach and learn from it. Many of these concerns were from a point of safety and this conversation should move forward to help make things better. Councilor Amuso stated the mayor had no ill intent when he put this forward as we work together to make this a better city and to figure out the next steps. Councilor Kavey read part of the ordinance and asked the Solicitor to explain it. Solicitor Grierson stated that the department of Public Works was tasked to identify intersections with high rates of traffic accidents and five were identified. The purpose of this ordinance was to regulate pedestrians in the median sidewalks and other areas. Councilor Kavey asked if there was any data to support the safety issue. Councilor Warren discussed court cases and first amended writs. *The motion to file carried by a unanimous vote of the ten members present.*

### **PUBLIC HEARING**

A petition from Verizon New England and Eversource to relocate one (1) jointly owned pole and to install one (1) jointly owned pole on East New Lenox Road. Don Vonner from Verizon spoke on behalf of the petitioner to make this official. The public hearing was opened to the public. Wendy Matthew Griner, 276 East New Lenox Road, discussed pole T28 which was supposed to be a temporary pole. This pole line interferes with getting their camper out of their driveway. The line needs to be raised. They are okay with the pole but suggest the line be buried. The hearing was opened to the public for a second and third time. Councilor Conant made a motion to continue the hearing to the next meeting. Councilor Kavey asked how this issue could be resolved. Mr. Vonner was not aware that this was a temporary pole, and he suggested that he go to the site and work with the residents. *The motion to continue to the April 22<sup>nd</sup> meeting carried by a unanimous vote of the ten members present.*

## **REPORTS FROM COMMITTEES**

### **Reports from the Ordinance and Rules Committee**

A report from the Ordinances and Rules Committee on an Ordinance amending City Code, Chapter 2, Article XXIX, Animal Control Commission, recommending to approve 5/0. *Councilor Warren made a motion to accept the report carried by a unanimous vote of the ten members present. Councilor Warren made a motion to Ordain carried by a unanimous roll call vote of the ten members present.*

A report from the Ordinances and Rules Committee on a report from the Charter Review Committee with recommendations to update the City of Pittsfield Charter, recommending to approve 5/0. *Councilor Warren made a motion to accept the report carried by a unanimous vote of the ten members present. Councilor Warren made a motion to refer to the Committee of the Whole carried by a unanimous vote of the ten members present.*

A report from the Ordinances and Rules Committee on a petition from Councilor Amuso requesting when a dwelling is removed, the property owner is responsible for maintaining the property, recommending to file 5/0. *Councilor Amuso made a motion to accept the report and place on file carried by a unanimous vote of the ten members present.*

A report from the Ordinances and Rules Committee on a petition from LeMarr Talley requesting to establish a case study to amend the adoption of City Code Chapter 18 ½ Surveillance Technology Oversight, recommending to file 5/0. *Councilor Warren made a motion to accept the report and place on file. Councilor Warren stated the petitioner can always bring this back up. The ordinance that the council approved dealt with software that the city can purchase. It does not refer to law enforcement situations that was referenced in the petition. The motion to file carried by a unanimous vote of the ten members present.*

A report from the Ordinances and Rules Committee on an Ordinance to require a background check with the Department of Children for all new hires who have contact with minors, recommending to approve 5/0. *Councilor Warren made a motion to approve the report carried by a unanimous vote of the ten members present. Councilor Warren made a motion to ordain for the purpose of discussion. Councilor Noto believed that this ordinance is too broad, and she strongly opposes this as many findings are appealed and successfully found without basis and approximately half are overturned by the fair Hearing Office. This is an extreme overreach of privacy, and the ordinance is too broad. President White asked the Solicitor if this is passed will it cover school employees or just city employees. Attorney Grierson stated this will only cover city employees. Councilor Warren stated that Councilor Noto is correct and raises some good points that need to be looked at. Councilor Amuso stated she voted for this but with the points brought forward she believes it needs more work and supports tabling. Councilor Kavey asked Attorney Grierson for more information. Attorney Grierson addressed the DCF background concerns. It states that the department of central registry check will show whether an individual has any supported reports of child abuse in or neglect within Massachusetts. The department of central registry check does not include unsupported reports, reports with the finding of substantial concern or reports where the named individual was reported as an alleged victim of child abuse and or neglect. Councilor Kavey suggested referring it back to Ordinances and Rules. Councilor Noto referred to greater Boston Legal Services and issues that resolve around this. She has extensive experience with survivors of domestic violence and would hate for a qualified applicant to get caught up in this circumstance. She believes this is an overreach of due process and does*

not support. Councilor Wrinn believes this should be tabled as there are many other avenues to do background checks for individuals. *Councilor Warren made a motion to table carried by a unanimous vote of the ten members present.*

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

**Referred to the Ordinances and Rules Committee**

A communication from the Community Development Board for the proposed "Short Term Rentals" zoning amendment, recommending to approve and refer to the Ordinances and Rules Committee

A petition from Councilor Amuso requesting to amend City Code, Chapter 20, Section 20-16 and add Article VII to Chapter 11 to be entitled "Outdoor Table Service"

**Referred to the Commissioner and Traffic Commission**

A petition from William and Trisha Garrity requesting a plan to address drivers to bypass Wahconah Street when road closures are implemented for the dam removal

A petition from Councilors Serre, Costa, and Warren requesting to install a 3-way stop-sign at the intersection of Pontoosuc and Lenox Avenues

At 7:51 p.m., Councilor Warren moved to adjourn, carried by a unanimous vote of the ten members present.

**A true record, attest:**

**Michele M. Benjamin, City Clerk**



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

**Peter M. Marchetti**  
Mayor

April 15, 2025

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

Dear Councilors,

It is my sincere privilege to submit herewith for your consideration the reappointment of Paula Albro, of 20 Flintstone Drive, Pittsfield, MA, to the Parks Commission for a term expiring April 30, 2030.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw





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

April 15, 2025

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

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amount of \$12,500.00 from the Commonwealth of Massachusetts Executive Office of Public Safety and Security – Department of Fire Services for the FY25 Round 2 Firefighter Safety Equipment Grant.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw  
Enclosure



**City of Pittsfield Fire Department**

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

April 8, 2025

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

Dear Mayor Marchetti,

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

Sincerely,

Thomas Sammons  
Fire Chief

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

# 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 \$12,500.00 FROM THE COMMONWEALTH OF  
MASSACHUSETTS EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY-  
DEPARTMENT OF FIRE SERVICES**

**Ordered:**

That the City of Pittsfield, acting by and through its Mayor and City Council, is hereby authorized to accept a grant of funds in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) from the Commonwealth of Massachusetts Executive Office of Public Safety- Department of Fire Services, and that said funds may be expended pursuant to Massachusetts General Laws, Chapter 44, Section 53 A, and in accordance with the grant, a copy of which is attached to this Order.



# COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM

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

CONTRACTOR INFORMATION			COMMONWEALTH INFORMATION		
Contractor Legal Name City of Pittsfield		d/b/a	Department Department of Fire Services		MMARS Code DFS
Legal Address As entered on Form W-9 or Form W-4 70 Allen St, Pittsfield, MA 01201			Contract Manager Name David Clemons		Business Mailing Address P.O. Box 1025, Stow, MA 01775
Contract Manager Name Chief Thomas Sammons			Billing Address If Different N/A		
Phone 413-448-9754	Email TSAMMONS@CITYOFPITTSFIELD.ORG	Fax 413-448-9766	Phone 978-567-3179	Email David.Clemons@mass.gov	Fax 978-567-3121
Vendor Code VC6000192128			MMARS Doc ID(s) CT-DFS-1000-2025FFEGRANTROUND200		
Vendor Code Address ID AD0001 e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			RFR/Procurement or Other ID Number BD-112910		
<input checked="" type="radio"/> NEW CONTRACT			<input type="radio"/> CONTRACT AMENDMENT		
Procurement or Exception Type (Check one option only) <input type="radio"/> Statewide Contract (OSD or an OSD-designated department.) <input type="radio"/> Collective Purchase (Attach OSD approval, scope, and budget.) <input type="radio"/> Department Procurement - Includes all Grants 815 CMR 2.00. (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) <input type="radio"/> Emergency Contract (Attach justification for emergency, scope, and budget.) <input type="radio"/> Contract Employee (Attach Employee Status Form, scope, and budget.) <input type="radio"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="radio"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)			Current Contract End Date PRIOR to Amendment Amendment Amount Or Enter "No Change"		
TERMS AND CONDITIONS The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding (Check ONE option): <input checked="" type="radio"/> Commonwealth Terms and Conditions <input type="radio"/> Commonwealth Terms and Conditions for Human and Social Services <input type="radio"/> Commonwealth IT Terms and Conditions			Amendment Type (Check one option only. Attach details of amendment changes.) <input type="radio"/> Amendment to Date, Scope, or Budget (Attach updated scope and budget.) <input type="radio"/> Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="radio"/> Contract Employee (Attach any updates to scope or budget.) <input type="radio"/> Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)		
COMPENSATION (Check ONE option.) The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="radio"/> Rate Contract (No Maximum Obligation). (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="radio"/> Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$12,500.00					
PROMPT PAYMENT DISCOUNTS (PPD) Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within: 10 days % PPD. 15 days % PPD. 20 days % PPD. 30 days % PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> Statutory/legal <input type="checkbox"/> Ready Payments (M.G.L. c. 29, § 23A) <input checked="" type="checkbox"/> Agree to standard 45-day cycle <input type="checkbox"/> Only initial payment					
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. FY25 Firefighter Safety Equipment Grant Program. This contract is for funds awarded under the Department of Fire Services' Round 2 FY25 Firefighter Safety Equipment Grant, in accordance with the Round 2 FY25 Firefighter Safety Equipment Grant Program Notice of Funding Opportunity, the contractor's FY25 Round 2 Grant Application, and the attached Grant Agreement Scope of Work and Budget. Funds for this program will be disbursed on a reimbursement basis only.					
SUPPLIER DIVERSITY PROGRAM (SDP) PLAN Does the Supplier Diversity Program apply? <input checked="" type="radio"/> YES if YES, the Contractor's annual SDP commitment for this Contract is <input type="radio"/> NO If NO, and the department is an Executive Department, enter the appropriate exemption: Non-construction grants to public entities					
ANTICIPATED START DATE (complete ONE option only.) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="radio"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="radio"/> 2. may be incurred as of , 20 , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="radio"/> 3. were incurred as of , 20 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.					
CONTRACT END DATE Contract performance shall terminate as of June 30, 2025, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.					
CERTIFICATIONS Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.					
AUTHORIZING SIGNATURE FOR THE CONTRACTOR Signature and date must be captured at time of signature.			AUTHORIZING SIGNATURE FOR THE COMMONWEALTH Signature and date must be captured at time of signature.		
Signature		Date 4-8-25	Signature		Date
Print Name Thomas Sammons		Print Title Fire Chief	Print Name Jon Davine		Print Title State Fire Marshal

**Department of Fire Services and the City of Pittsfield**  
**Round 2 FY25 Firefighter Equipment Grant Agreement Scope of Work and Budget**

**Authorization:** This grant is awarded by the Executive Office of Public Safety through the Department of Fire Services' Round 2 FY25 Firefighter Safety Equipment Grant program for the purchase of firefighter safety equipment in accordance with Section 2D of Chapter 151 of the Acts of 2020, the Department of Fire Services Earmark and Grants policy and procedures, and 815 CMR 2.00 regarding the administration of State Grants.

**Grant Project Description:** Purchase of firefighter safety equipment as listed in the budget section of this Scope of Work.

**Grant Manager:** The MA Department of Fire Services and the grantee will each assign a grant manager with respect to this Scope of Work. It is anticipated that the grant manager will not change during the period the Scope of Work is in effect. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required.

The MA Department of Fire Services grant manager will work closely with the grantee to ensure successful completion of the grant, will consult with the grantee to develop the Scope of Work, will coordinate input as needed, and will review and approve deliverables, progress reports and authorize acceptance and compensation of deliverables.

The grantee's grant manager will serve as the liaison between the MA Department of Fire Services and all grantee personnel participating in this program, will maintain the Scope of Work and Budget in consultation with the MA Department of Fire Services grant manager, will facilitate regular communication with the MA Department of Fire Services grant manager including status reports/updates and review of performance against the Scope of Work, and will work closely with the MA Department of Fire Services to ensure successful completion of the grant.

The grantee's grant manager is Sr. Financial Manager Anne Ferin who can be reached at: 74 Columbus Avenue, Pittsfield, MA 01201, tel 413-448-9754, email: [AFERIN@CITYOFPITTSFIELD.ORG](mailto:AFERIN@CITYOFPITTSFIELD.ORG). The MA Department of Fire Services grant manager is David Clemons, Director of Operations, 1 State Road, Stow, MA 01775, tel 978-567-3179, email: [David.Clemons@mass.gov](mailto:David.Clemons@mass.gov).

**Budget:** The funds may not be used to serve as a match for a federal grant. The funds may not be used for construction and all applicable local and state procurement requirements must be adhered to in the use of the grant funds. The grant funds must be used only to purchase the following approved firefighter safety equipment.

**Grant Award:**

<b>Department</b>	<b>Description of allowable Equipment</b>
City of Pittsfield	Gear Drying Rack/Cabinet
<b>Total Award</b>	\$12,500.00

**Reimbursement Request Process:** The MA Department of Fire Services agrees to disburse funds on a cost reimbursement basis. All costs requested for reimbursement must be listed on the DFS Grant/Earmark reimbursement form. Appropriate supporting documentation for all non-salary costs must also be attached, including:

1. copy of invoice
2. proof of payment – cancelled check or similar other proof of payment documentation such as a copy of the City/Town warrant or invoice that is marked paid and signed as paid by the City/Town fiscal officer.

**Period of Performance:** Approved expenditures may not be made until a contract has been executed between DFS and the grant recipient. Expenses incurred prior to execution of a contract **will not** be eligible for reimbursement through this program.

Grant recipients must take delivery of equipment no later than June 30, 2025. Equipment delivered to the recipient after that date **will not** be eligible for reimbursement through this program.

Reimbursement requests must be submitted no later than July 25, 2025. DFS will only reimburse for costs incurred through the grant performance period, June 30, 2025.

**Grant Monitoring:** The Department of Fire Services may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice will be given prior to a site visit. Findings of non-compliance with any portion of the terms of the Round 2 FY25 Firefighter Safety Equipment Application, the executed Standard Contract Form, and the DFS Grant Agreement Scope of Work and Budget may result in a demand for funds to be returned to DFS.

**Changes in Scope of Work or Budget:** The grant project description and budget are fixed and any change would be a “material” change in the contract. “Material” changes to the project description (adding, deleting or altering items) or budget lines (deletions, additions or changes to items) will require both parties to execute a *Standard Contract Amendment Form*. Contract amendments may not be done retroactively and must be done prior to the grant end date.

**Records Management:** The grantee shall maintain records in accordance with 815 CMR 2.08. This regulation includes but is not limited to "... maintain records, books, files and other data as specified in a contract and in such detail as shall properly substantiate claims for payment under a contract, for a minimum retention period of seven years beginning on the first day after the final payment under a contract, or such longer period as is necessary for the resolution, of any litigation, claim, negotiation, audit or other inquiry involving a contract..."

**Opportunity to Consult with Counsel:** Grantee acknowledges that it has had the opportunity to consult with counsel of its choosing in the review of this Agreement, that it is encouraged by the DFS to do so and that the Grantee is fully aware of the contents of this agreement and its legal effect.

**Representations:** The individuals signing this agreement attest that they are competent and authorized to enter into this Agreement on behalf of their respective agencies.

**Approved by:**



City of Pittsfield

Thomas Sammons, Fire Chief  
Print Name and Title

04-08-2025  
Date

**Approved by:**

Department of Fire Services

Jon Davine, State Fire Marshal  
Print Name and Title

Date



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

**MAURA T. HEALEY**  
GOVERNOR

**KIMBERLEY DRISCOLL**  
LIEUTENANT GOVERNOR

April 7, 2025

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

Dear Chief Sammons,

Congratulations! I am pleased to inform you that the Executive Office of Public Safety and Security and the Department of Fire Services (DFS) has awarded the City of Pittsfield Fire Department \$12,500.00 of funding for the second round of the Firefighter Safety Equipment Grant Program in State Fiscal Year 2025.

With each new challenge, the fire service in Massachusetts demonstrates its ability to adapt, overcome, and continue providing the excellent level of services that the citizens of the Commonwealth have come to expect. Please know how thankful I am for this, and how grateful I am to be able to provide your department with this important equipment.

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

Handwritten signature of Maura T. Healey in black ink.

GOVERNOR MAURA T. HEALEY

Handwritten signature of Kimberley Driscoll in black ink.

LT. GOVERNOR KIMBERLEY DRISCOLL

CC: Sr. Financial Manager Anne Ferin





MAURA T. HEALEY  
GOVERNOR

KIMBERLEY DRISCOLL  
LIEUTENANT GOVERNOR

TERRENCE M. REIDY  
SECRETARY

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

*P.O. Box 1025 ~ State Road*

*Stow, Massachusetts 01775*

*Telephone (978) 567-3100*

*[www.mass.gov/dfs](http://www.mass.gov/dfs)*



JON M. DAVINE  
STATE FIRE MARSHAL

April 7, 2025

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

Dear Chief Sammons,

I am pleased to provide you with a Commonwealth of Massachusetts Standard Contract Form and Grant Agreement Scope of Work and Budget for your FY25 Round 2 Firefighter Safety Equipment Grant award. Please print and mail copies of these documents with original signatures to Tim Moore at the Department of Fire Services (DFS) address above. The Standard Contract Form Instructions and Commonwealth Terms and Conditions, which are incorporated by reference into this contract, may be found at [www.macomptroller.org/forms](http://www.macomptroller.org/forms). As a reminder, equipment orders may not be placed until this contract has been fully executed by DFS and your department. DFS will provide you with a copy of the fully executed contract and provide specific direction to proceed when your contract has been executed.

The funds for this program will be disbursed on a reimbursement basis in accordance with the terms of the grant Notice of Funding Opportunity. Once you have received your equipment and paid the vendor(s), reimbursement requests may be submitted to DFS by submitting the following documents to OPS.DFS-TM-Grants@mass.gov:

- Completed Final Report Template.
- Copy of invoice(s) with detailed description of all eligible costs.
- Proof of payment to the vendor(s) (cancelled check copy or other official financial system record).

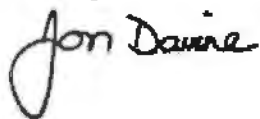
If your award amount is less than your application amount, you will note that all of the items that you applied for are listed in the table of equipment that is allowable through this program on the second page of your Grant Agreement Scope of Work and Budget document. You may use your discretion to adjust the originally proposed quantities of each item on that list however you deem necessary to obtain the best value for your department within the awarded budget.

If you have any questions during the grant performance period, please contact Tim Moore at 978-567-3721 or OPS.DFS-TM-Grants@mass.gov.

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

This program is an excellent opportunity to improve the health and safety of firefighters across the Commonwealth, and I am grateful that we are able to provide this vital equipment to your department this year.

Sincerely,

A handwritten signature in black ink that reads "Jon Davine". The signature is written in a cursive style with a large, looped "J" and a distinct "D".

Jon M. Davine  
State Fire Marshal

*CC: Sr. Financial Manager Anne Ferin*



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

**Peter M. Marchetti**  
Mayor

April 15, 2025

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

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amount of \$9,800.00 from the Commonwealth of Massachusetts Executive Office of Public Safety and Security – Department of Fire Services. Of the funds awarded, \$7,200.00 are for the Student Awareness of Fire Education (SAFE) program and \$2,600.00 are for the Senior SAFE program in FY25.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw  
Enclosure



**City of Pittsfield Fire Department**

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

April 9, 2025

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

Dear Mayor Marchetti,

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

Sincerely,

Thomas Sammons  
Fire Chief

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

# City of Pittsfield

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

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

IN CITY COUNCIL

AN ORDER

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

**Ordered:**

That the City of Pittsfield, acting by and through its Mayor and City Council, is hereby authorized to accept a grant of funds in the amount of Nine Thousand Eight Hundred Dollars (\$9,800.00) from the Commonwealth of Massachusetts Executive Office of Public Safety and Security of which (\$7,200.00) is allocated for the Student Awareness of Fire Education and (\$2,600.00) is allocated for the Senior Awareness of Fire Education.

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



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

**MAURA T. HEALEY**  
GOVERNOR

**KIMBERLEY DRISCOLL**  
LIEUTENANT GOVERNOR

April 8, 2025

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

Dear Chief Sammons:

Congratulations! We are pleased to inform you that the City of Pittsfield has been awarded \$7,200.00 for the Student Awareness of Fire Education (SAFE) program and \$2,600.00 for the Senior SAFE program in FY25.

The SAFE Program has provided immeasurable benefits to the Commonwealth since its inception, and we are so proud to be continuing that tradition again this year. Please know how thankful we are for your ongoing dedication to educating and protecting our most vulnerable populations.

The contract, terms and conditions, and other award documents for this program will be provided to you by DFS. Please contact Sheryl Hedlund at the Department of Fire Services at 978-567-3381 with any questions you have about this award.

Sincerely,

Handwritten signature of Maura T. Healey in black ink.

GOVERNOR MAURA T. HEALEY

Handwritten signature of Kimberley Driscoll in black ink.

LT. GOVERNOR KIMBERLEY DRISCOLL

CC: Fire Inspector Matthew Kiernan  
Lieutenant Scott McGinnis  
Sr Financial Manager Anne Ferin



MAURA T. HEALEY  
GOVERNOR

KIMBERLEY DRISCOLL  
LIEUTENANT GOVERNOR

TERRENCE M. REIDY  
SECRETARY

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

*P.O. Box 1025 ~ State Road*

*Stow, Massachusetts 01775*

*Telephone (978) 567-3100*

*[www.mass.gov/dfs](http://www.mass.gov/dfs)*



JON M. DAVINE  
STATE FIRE MARSHAL

April 8, 2025

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

Dear Chief Sammons:

I am pleased to inform you that the City of Pittsfield has been awarded \$7,200.00 for the Student Awareness of Fire Education (SAFE) program and \$2,600.00 for the Senior SAFE program in FY25.

Attached to this letter is a Commonwealth of Massachusetts Standard Contract Form and Grant Agreement Scope of Work for your award. Please print and mail copies of these documents with original, wet ink signatures to Sheryl Hedlund at the Department of Fire Services (DFS) address above. The Standard Contract Form Instructions and Commonwealth Terms and Conditions, which are incorporated by reference into this contract, may be found at [www.macomptroller.org/forms](http://www.macomptroller.org/forms).

Please be aware that no purchases or activities funded by this grant award can begin until this contract has been fully executed by DFS and your department, and funds will not be disbursed until this contract has been fully executed. DFS will provide you with a copy of the fully executed contract and provide specific directions to proceed when your contract has been executed.

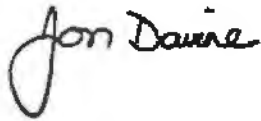
As a reminder, the eligible costs for the FY25 SAFE and Senior SAFE programs are listed on page 6 of the Notice of Funding Opportunity that you responded to when applying to this program. Only costs and activities that are listed on this page and included in your application can be supported with SAFE and Senior SAFE funding.

If you have any questions about the requirements described above, please contact Sheryl Hedlund at 978-567-3381 or [SAFE.FireSafetyDivision@mass.gov](mailto:SAFE.FireSafetyDivision@mass.gov).

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

As always, I thank you for your dedication to educating our most vulnerable citizens on the risks of fire and other life safety hazards. Your tireless efforts will without a doubt continue to save lives, and I look forward to hearing of the success stories that result from this year's funding.

Sincerely,

A handwritten signature in black ink that reads "Jon Davine". The signature is written in a cursive, flowing style.

Jon M. Davine  
State Fire Marshal

CC: Fire Inspector Matthew Kiernan  
Lieutenant Scott McGinnis  
Sr Financial Manager Anne Ferin



## COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



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

<b>CONTRACTOR INFORMATION</b>			<b>COMMONWEALTH INFORMATION</b>		
Contractor Legal Name City of Pittsfield		d/b/a	Department Department of Fire Services		MMARS Code DFS
Legal Address As entered on Form W-9 or Form W-4 70 Allen St, Pittsfield, MA 01201			Contract Manager Name David Clemons		Business Mailing Address P.O. Box 1025, Stow, MA 01775
Contract Manager Name Chief Thomas Sammons			Billing Address If Different N/A		
Phone 413-448-9754	Email <a href="mailto:tsammons@cityofpittsfield.org">tsammons@cityofpittsfield.org</a>	Fax 413-448-9766	Phone 978-567-3179	Email <a href="mailto:David.Clemons@mass.gov">David.Clemons@mass.gov</a>	Fax 978-567-3121
Vendor Code VC6000192128			MMARS Doc ID(s) CT-DFS-1000-2025SAFEGRANT000000		
Vendor Code Address ID AD001 e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			RFR/Procurement or Other ID Number FY25 SAFE and Senior SAFE Grant Program		
<input checked="" type="radio"/> <b>NEW CONTRACT</b>			<input type="radio"/> <b>CONTRACT AMENDMENT</b>		
Procurement or Exception Type (Check one option only) <input type="radio"/> Statewide Contract (OSD or an OSD-designated department.) <input type="radio"/> Collective Purchase (Attach OSD approval, scope, and budget.) <input checked="" type="radio"/> Department Procurement - Includes all Grants 815 CMR 2.00. (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) <input type="radio"/> Emergency Contract (Attach justification for emergency, scope, and budget.) <input type="radio"/> Contract Employee (Attach Employee Status Form, scope, and budget.) <input type="radio"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="radio"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)			Current Contract End Date PRIOR to Amendment Amendment Amount Or Enter "No Change" Amendment Type (Check one option only. Attach details of amendment changes.) <input type="radio"/> Amendment to Date, Scope, or Budget (Attach updated scope and budget.) <input type="radio"/> Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="radio"/> Contract Employee (Attach any updates to scope or budget.) <input type="radio"/> Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)		
<b>TERMS AND CONDITIONS</b>					
The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding (Check ONE option): <input checked="" type="radio"/> Commonwealth Terms and Conditions <input type="radio"/> Commonwealth Terms and Conditions for Human and Social Services <input type="radio"/> Commonwealth IT Terms and Conditions					
<b>COMPENSATION (Check ONE option)</b>					
The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="radio"/> Rate Contract (No Maximum Obligation). (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="radio"/> Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$9,800.00					
<b>PROMPT PAYMENT DISCOUNTS (PPD)</b>					
Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See <a href="#">Prompt Pay Discounts Policy</a> .					
Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within: 10 days % PPD. 15 days % PPD. 20 days % PPD. 30 days % PPD.					
If PPD percentages are left blank, identify reason: <input type="checkbox"/> Statutory/legal <input type="checkbox"/> Ready Payments (M.G.L. c. 29, § 23A) <input checked="" type="checkbox"/> Agree to standard 45-day cycle <input type="checkbox"/> Only Initial payment					
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT</b>					
Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. This contract is for funds from the FY25 SAFE and Senior SAFE Grant program administered by the Department of Fire Services in accordance with the FY25 grant application, the attached Contract Addendum, and the attached FY25 SAFE and Senior SAFE Grant Report Template. Award amounts are as follows: SAFE Grant - \$7,200.00 Senior SAFE Grant - \$2,600.00.					
<b>SUPPLIER DIVERSITY PROGRAM (SDP) PLAN</b>					
Does the Supplier Diversity Program apply? <input checked="" type="radio"/> YES If YES, the Contractor's annual SDP commitment for this Contract is <input type="radio"/> NO If NO, and the department is an Executive Department, enter the appropriate exemption: Non-construction grants to public entities					
<b>ANTICIPATED START DATE (complete ONE option only)</b>					
The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="radio"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="radio"/> 2. may be incurred as of , 20 , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="radio"/> 3. were incurred as of , 20 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.					
<b>CONTRACT END DATE</b>					
Contract performance shall terminate as of December 31, 2025, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.					
<b>CERTIFICATIONS</b>					
Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.					
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR</b> Signature and date must be captured at time of signature.			<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH</b> Signature and date must be captured at time of signature.		
Signature		Date 4-9-25	Signature		Date
Print Name Thomas Sammons		Print Title Fire Chief	Print Name Jon Davine		Print Title State Fire Marshal

**Department of Fire Services  
Contract Addendum for  
Discretionary Grant Agreement**

**FY25 SAFE and/or Senior SAFE Grant  
Scope of Work and Budget**

**Authorization:** The Department of Fire Service (DFS) is authorized to administer discretionary FY25 Student Awareness of Fire Education (SAFE) and Senior SAFE grant funds in accordance with 815 CMR 2.00, Chapter 140 of the Acts of 2024, the so-called General Appropriations Act, line item 8324-0000, and Massachusetts General Law Chapter 64C, Section 2C, as applicable to the Senior SAFE program.

**Introduction:** This entire agreement (the “Grant Agreement”) between the parties consists of the following documents in the following order of precedence: (1) the Commonwealth’s Standard Terms and Conditions; (2) the Commonwealth’s Standard Contract Form; (3) the FY25 SAFE and Senior SAFE Grant Notice of Funding Opportunity and Application BD-25-1021-DFS-DFS01-110184; (4) this Addendum; and (5) the Grant Recipient’s (the “Grantee”) application for SAFE and/or Senior SAFE funding. The Grantee agrees to comply with this Grant Agreement and all applicable laws, regulations, contractual requirements and policies as a condition of receiving a DFS grant.

**Grant Project Description:** The purpose of this grant is to deliver fire and life safety education to school-age students from Pre-K to 12<sup>th</sup> grade and/or fall and fire prevention education to senior citizens 65 and older to reduce the number of preventable injuries and fatalities in these vulnerable populations.

**Grant Manager:** The DFS and the Grantee will each assign a grant manager with respect to this Grant Agreement. It is anticipated that the grant manager listed in the Grantee’s application will not change during the term of this Agreement. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other.

The DFS grant manager is responsible for coordinating day-to-day operations of the grant and grant supported activities. The DFS grant manager will monitor the grant and grant-supported activities to assure compliance with grant requirements, work closely with the Grantee to ensure successful completion of the grant performance goals, provide technical assistance upon request, and review and approve required reporting documentation.

The Grantee’s grant manager will serve as the interface between the DFS and all Grantee personnel participating in this program. The Grantee’s grant manager will oversee the projects and activities that must be executed to meet the grant funding goals, will monitor the grant to assure the objectives are being met, funds are utilized efficiently and communicate necessary adjustments to the DFS grant manager if challenges arise, will facilitate regular communication with the DFS grant manager, including status reports/updates, participation in site visits, and review of performance against the Grant Agreement, and will provide accurate and timely reporting to the DFS grant manager.

**Payment Terms:** All payments under this agreement shall be made in accordance with the Commonwealth’s bill paying policy. The Grantee shall receive a lump sum payment upon

proper execution of the entire Grant Agreement by both the Grantee and DFS. Said lump sum payment shall be equal to the value of their total grant award. Grant funds shall only be spent on costs listed in the "Budget Worksheet" section of the Grantee's FY25 SAFE & Senior SAFE Grant Application and shown on the list of allowable program expenses found in Section VI (page 6) of the FY25 Student Awareness of Fire Education & Senior SAFE Grant Program Notice of Funding Opportunity, which is incorporated into this section by reference. Funds for SAFE and Senior SAFE cannot be mixed or interchanged.

Grantee acknowledges and agrees that funds may not be used for salaried employees, to purchase gift cards, to cover registration fees for the MA Fire & Life Safety Education Conference, or to fund other item limitations listed in Section VII (page 7) of the FY25 Student Awareness of Fire Education & Senior SAFE grant Program Notice of Funding Opportunity.

The funds may not be used to serve as a match for a federal grant without prior written authorization from the Department of Fire Services' Chief Financial Officer.

All applicable local and state procurement requirements must be adhered to in the use of these grant funds. The Grantee shall implement effective internal and accounting controls to ensure a system for safeguarding all grant funds, property and assets for the life of the grant and ensure that funds are used solely for authorized grant purposes. DFS has the right to recoup overpayments made for grant performance and the Grantee shall reimburse DFS at the end of the grant, as directed in the Grant Agreement, for all unexpended grant funds or overpayments. The Grantee shall properly account for all income earned as a result of the grant funding, which shall be returned to DFS, used to offset grant approved costs, or used towards the cost of additional grant performance consistent with the grant purposes.

**Period of Performance:** The Grant Agreement begins on the date that both the Standard Contract Form and this Contract Addendum have been executed by both the Department of Fire Services and the Grantee. The Grantee may not incur any expenses until these documents have been fully executed by both the Grantee and the Department of Fire Services. The period of performance for this grant will end on December 31, 2025.

All expenses must be incurred during the period of performance. Expenses involving supplies or equipment are considered incurred on the date that the Grantee accepts delivery of the supply or equipment, while personnel expenses are considered to be incurred on the date that the activity occurs. Expenses incurred outside of the period of performance **will not** be considered valid program expenses.

**Reporting Requirements and Return of Unspent Funds:** The Grantee shall submit a year-end-report using the *FY25 SAFE and Senior SAFE Grant Report Template* (attached) no later than January 31, 2026.

All funds that are not used for allowable expenses within the grant performance period must be returned to DFS. After receiving the Grantee's report, the DFS Grant Manager will provide the Grantee with an amount due to DFS and detailed payment instructions if all funding has not been expended in accordance with grant terms and conditions. Such funds shall be returned to DFS within 30 calendar days of notification that they are due.

Failure to submit a year-end report will result in a demand for all awarded funds to be returned to DFS. Failure to submit a year-end report or return unspent funds will result in the recipient being considered ineligible for future SAFE or Senior SAFE grant awards.

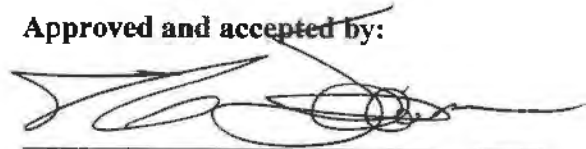
**Grant Monitoring:** The DFS may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice, when practicable, will be given prior to a site visit. In accordance with 815 CMR 2.00, the Grantee shall maintain records, books, files, reports, and other data in such detail as shall properly substantiate claims for payment for a minimum retention period of seven years beginning on the first day after the final payment under the grant. Any and all records pertaining to this grant are subject to inspection or audit by DFS at any time. DFS reserves the right to request, and the Grantee expressly agrees to provide, any additional records or documentation DFS deems necessary, at any time and any reason, to verify that grant funds are being expended in a manner consistent with the stated purpose of the grant. Findings of non-compliance with any portion of this Agreement may result in a demand for funds to be returned to DFS

**Changes in Scope of Work or Budget:** The Grant Agreement performance goals and budget are fixed, and any change would be a "material" change in the contract. "Material" changes to the Grant Agreement performance goals (adding, deleting, or altering items) or budget lines (deletions, additions, or changes to items) will require both parties to execute a *Standard Contract Amendment Form*. Contract amendments may not be made retroactively and must be made prior to the grant end date.

**Opportunity to Consult with Counsel:** Grantee acknowledges that it has had the opportunity to consult with counsel of its choosing in the review of this Grant Agreement, that it is encouraged by the DFS to do so, and that the Grantee is fully aware of the contents of this Grant Agreement and its legal effect.

**Representations:** The individuals signing this Agreement attest that they are competent and authorized to enter into this Agreement on behalf of their respective agencies.

Approved and accepted by:



City of Pittsfield

Thomas Sammons, Fire Chief

Print Name and Title

4-9-2025

Date

Approved and accepted by:

Department of Fire Services

Jon Davine, State Fire Marshal

Print Name and Title

Date



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

**Peter M. Marchetti**  
Mayor

April 15, 2025

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

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amount of \$3,000.00 from the Berkshire Taconic Community Foundation for the Council on Aging's Happy Club Heart to HeART.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw  
Enclosure



## **CITY OF PITTSFIELD**

**RALPH FROIO SENIOR CENTER & PITTSFIELD COUNCIL ON AGING, 330 NORTH STREET, PITTSFIELD, MA 01201 (413) 499-8346**

April 9, 2025

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

Dear Mayor Marchetti:

Submitted for your consideration, is an authorization requesting the City of Pittsfield to accept a grant of funds from Berkshire Taconic Community Arts Build Community Initiative Foundation to the City of Pittsfield. The grant is to support the Supportive Day Programs Happy Club Heart to HeART project. This initiative will integrate art therapy, music engagement, and sensory experiences to stimulate cognitive function, promote emotional expression, and improve overall quality of life. This project will explore the impact of creative engagement on emotional well-being and cognitive stimulation in a supportive day setting. It will test whether a multi-sensory, arts-based approach can reduce anxiety, enhance communication, and improve social interaction among participants.

Respectfully Submitted,

Jennifer Reynolds  
Executive Director Pittsfield Council On Aging

cc: Matthew Kerwood

# 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 \$3,000 FROM THE BERKSHIRE TACONIC COMMUNITY  
FOUNDATION FOR THE COUNCIL ON AGING'S HAPPY CLUB HEART TO  
HEART

Ordered:

That the City of Pittsfield, by and through its Mayor and City Council, is hereby authorized to accept a grant of funds in the amount of Three Thousand Dollars (\$3,000.00) from the Berkshire Taconic Community Foundation and that said funds may be expended pursuant to Massachusetts General Laws, Chapter 44, Section 53A, and in accordance with the provisions of the grant, a copy of which is attached to this Order.

# Berkshire Taconic Community Foundation

800 North Main Street  
Sheffield, MA 01257-9503  
t: 413.229.0370 | f: 413.229.0329  
[www.berkshiretaconic.org](http://www.berkshiretaconic.org)  
[info@berkshiretaconic.org](mailto:info@berkshiretaconic.org)

## BOARD MEMBERS

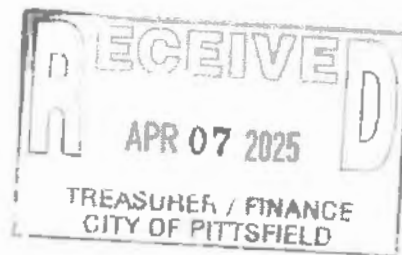
Pamela R. Green, *Chair*  
Karen Byers  
Dr. Peter Dillon  
Dr. Carlee Drummer  
Carol Flaton  
Peter Frank  
Elizabeth M. Hewitt  
Elizabeth R. Hilpman  
Jane Iredale  
Patricia J. Jenny  
Matthew King  
Ethan Klepetar  
Tanushri Kumar  
Ackneil M. Muldrow, III  
Michael Obasohan  
David Offensend  
Gregg Osofsky  
Daniel S. Sternberg  
Gwendolyn VanSant  
Eleanore Velez

## INTERIM PRESIDENT

Kara Mikulich

April 2, 2025

City of Pittsfield  
70 Allen Street  
Pittsfield, MA 01201



Please find attached a grant from the Arts.Build Community Initiative of Berkshire Taconic Community Foundation in the amount of \$3,000.00 for the Pittsfield Council on Aging's Happy Club Heart to HeART.

Restrictions: Your acceptance of this payment for the above-stated purpose confirms that no further goods, services, or benefits were provided to Berkshire Taconic in conjunction with this payment, other than the program expenses described.

Sincerely yours,

A handwritten signature in black ink that reads "Maeve O'Dea".

Maeve O'Dea  
Program Director

**CFNS**

ACCREDITED  
FOUNDATION

Confirmed in Compliance  
with National Standards for  
U.S. Community Foundations



## The Happy Club Heart to HeART

---

*Arts Build Community Incubation Grant: 2025*

### ***Pittsfield Senior Center***

---

Jennifer Reynolds  
330 North Street  
Pittsfield, MA 01201

jreynolds@cityofpittsfield.org  
O: 413-499-9346  
M: (413) 364-6133  
F: Pittsfield Senior Center

### ***Miss Jennifer Reynolds***

---

330 North Street  
Pittsfield, MA 01201

jreynolds@cityofpittsfield.org  
O: (413) 499-9346  
M: (413) 364-6133

# Application Form

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## *General Questions*

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### **Project Name\***

Name of Project.

The Happy Club Heart to HeART

### **Amount Requested\***

\$3,000.00

### **Total Cost of the Project\***

\$3,000.00

### **Application Guidelines**

I have read and agree to the application guidelines. [Click Here](#) to view the Arts Build Community application guidelines.

Yes

### **Prior Funding\***

Did you receive funding in 2024 through this grant opportunity? (Preference will be given to organizations and projects not funded in 2024)

No

### **IRS 501(c)(3)\***

Is your organization an IRS 501(c)(3) nonprofit?

Yes

### **Government Entity\***

Is your organization a government entity (e.g. town, school)?

Yes

### **Tax ID Number**

If yes to either question, what is your organization's tax ID number?

04-601147

## Fiscal Sponsor

If your organization is neither a 501(c)3 nonprofit nor a government entity, identify your fiscal agent in the field below. Then, upload a copy of the signed fiscal sponsorship agreement.

## Fiscal Sponsorship Agreement

### Mission Statement\*

What is your organization's mission statement?

The Pittsfield Council on Aging is an agency dedicated to the interests and needs of seniors. Through many programs and services offered at the Ralph J. Froio Senior Center and in other facilities, the Council actively seeks to enrich and maintain quality of life for each senior in our community.

### Annual Budget\*

\$411,000.00

## Project Questions

---

### Resident Population\*

Describe the resident population(s) you intend to engage and why? *This initiative is focused on deepening engagement with lower-income community members, communities of color, youth, and immigrants.*

The recipients of this grant are low-income older adults diagnosed with dementia, Alzheimer's disease, and other disabilities. They represent the most vulnerable segment of the aging population, facing significant challenges due to cognitive impairments, disabilities, and financial hardship. Individuals often have limited access to essential services and require specialized support to maintain their well-being, dignity, and quality of life.

### Proposed Project\*

Describe your proposed project and how you plan to implement it? What new idea will you be testing? What do you hope to learn?

The project aims to enhance the well-being of low-income older adults with dementia, Alzheimer's, and other disabilities by providing engaging, person-centered therapeutic activities within a structured Supportive Day Program. This initiative will integrate art therapy, music engagement, and sensory experiences to stimulate cognitive function, promote emotional expression, and improve overall quality of life. This project will explore the impact of creative engagement on emotional well-being and cognitive stimulation in a supportive day setting. It will test whether a multi-sensory, arts-based approach can reduce anxiety, enhance communication, and improve social interaction among participants.

### Readiness\*

Describe the readiness of your organization to address this project at this time.

The Ralph Froio Senior Center is well-positioned to successfully implement this project due to our experienced staff, established programming, and strong community partnerships. Our center already provides a structured Supportive Day Program (SDP) for older adults facing cognitive and physical challenges, making us uniquely qualified to expand services with additional therapeutic and creative

engagement. With our experienced staff, dedicated facilities, and strong community network, we are fully prepared to implement this project and ensure its success in improving the lives of vulnerable older adults.

## **Project How & Why\***

How and why did this project become a priority for your organization?

This project emerged as a priority for the Senior Center due to the growing need for specialized support for low-income older adults with dementia, Alzheimer's, and other disabilities. The senior population in Pittsfield continues to rise, so does the demand for meaningful, structured programs that enrich quality of life while providing respite for caregivers. We aim to fill a critical service gap, enhancing the well-being of at-risk seniors while reinforcing our center as a vital resource.

## **Project Outcomes / Impact**

What outcomes / impact do you expect to achieve? How do you expect to measure your outcomes (ex. ticket sales, surveys)?

This project will have both short-term and long-term benefits for low-income older adults with dementia, Alzheimer's, and other disabilities, as well as their caregivers and the broader community. Increased social engagement, improved emotional well-being, cognitive stimulation, better quality of life with meaningful engagement, improved health outcomes and it will serve as a model for other Senior Centers and day programs.

## **Challenges\***

What challenges has your organization faced when attempting to reach historically marginalized residents in the Berkshires?

The Senior Center faces several challenges in reaching and serving historically marginalized populations, particularly those who are low-income, disabled, or living with dementia and Alzheimer's. These challenges stem from both systemic and resource-related issues, which can limit access to essential services for these communities. We do provide transportation but financial constraints for programs continues to be a challenge.

## **Barriers\***

In what ways will you work to reduce barriers to participation in your arts and creative programs among those who may not currently participate in them, but aspire to?

Check all that apply.

Cost

Transportation

Social discomfort (feeling unwelcome based on race and social class)

Disconnection from the arts

## **Timeline\***

Please outline your project timeline. Your project must be completed and reported on by February 1, 2026.

Upon approval by the City Council, we will initiate monthly in-person art and music classes, providing direct instruction to participants. Additionally, we will organize field trips to offer more immersive, hands-on experiences that complement the creative and therapeutic programming. The project would start right away and continue through January 2026.

### **Project Budget\***

Please outline your detailed project budget. Include all expenses in detail and all income related to the total cost this project.

100% of the budget will be spent on monthly therapeutic programming and activities for the older adults. Funds will be spent on instruction, supplies and musical entertainment such as drumming circles and performers.

## File Attachment Summary

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### ***Applicant File Uploads***

*No files were uploaded*



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

**Peter M. Marchetti**  
Mayor

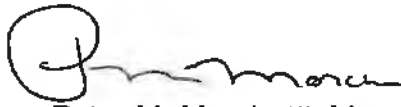
April 15, 2025

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

Dear Councilors,

Submitted herewith for your consideration is an Ordinance amending the Code of the City of Pittsfield Chapter 2 ½, Article II, Section 2 ½-25 and 2 ½-26.

Respectfully submitted,



Peter M. Marchetti, Mayor

PMM/bmw  
Enclosure



# City of Pittsfield

In the Year Two Thousand

Twenty Five

## AN ORDINANCE

### AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2 1/2, ARTICLE II, SECTION 2 1/2-25 AND 2 1/2-26

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

The Code of the City of Pittsfield, Chapter 2 1/2, Article II, be amended as follows:

#### **SECTION I**

*Sec. 2 1/2-25 shall be deleted in its entirety and replaced as set forth below:*

#### **Sec. 2 1/2-25 License requirements; fees and exceptions**

- (a) The owner or keeper of a dog over the age of 6 months shall obtain a license for the dog. A license shall not be granted unless the owner of the dog provides to the City Clerk a veterinarian's certification that the dog has been vaccinated in accordance with G.L. c. 140, § 145B, certification that such dog is exempt from the vaccination requirement under said section 145B or a notarized letter from a veterinarian that either of these certifications was issued relative to such dog.
- (b) Application for a license must be made within 30 days after obtaining a dog over six months of age or within 30 days after moving a dog into the City. This requirement will not apply to a nonresident keeping a dog within the City for fewer than 60 days.
- (c) A license fee shall not be required for seeing-eye dogs, governmental police dogs, service dogs as defined by the Americans with Disabilities Act and regulations promulgated thereunder, or for dogs owned by a person aged 70 years or over. Persons and entities exempt from paying license fees under this section shall nevertheless apply for a license with the licensing authority and cause their dogs to wear tags issued by the licensing authority.
- (d) License fees for dogs shall be as follows:
  - (1) A one-year license for a dog that has been spayed or neutered is \$15.
  - (2) A one-year license for a dog that has not been spayed or neutered is \$25.
  - (3) A one-year license for a dog that has been declared a dangerous dog or a nuisance dog is \$100.
  - (4) No license fee shall be refunded in whole or in part for any reason.

*Sec. 2 1/2-26 shall be deleted in its entirety and replaced as set forth below:*

#### **Sec. 2 1/2-26 Kennels; license requirements, fees, and inspections.**

- (a) Definitions. As used in this article, the following terms shall have the meanings indicated

Approved as to Form and Legality,

\_\_\_\_\_  
City Solicitor





# City of Pittsfield

In the Year Two Thousand

Twenty Five

## AN ORDINANCE

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

### **COMMERCIAL BOARDING OR TRAINING KENNEL**

An establishment used for boarding, holding, day care, overnight stays or training of animals that are not the property of the owner of the establishment, at which such services are rendered in exchange for consideration and in the absence of the owner of any such animal; provided, however, that "commercial boarding or training kennel" shall not include an animal shelter or animal control facility, a pet shop licensed under G.L. c. 129, § 39A, a grooming facility operated solely for the purpose of grooming and not for overnight boarding or an individual who temporarily, and not in the normal course of business, boards or cares for animals owned by others.

### **COMMERCIAL BREEDER KENNEL**

An establishment, other than a personal kennel, engaged in the business of breeding animals for sale or exchange to wholesalers, brokers, or pet shops in return for consideration.

### **KENNEL**

A pack or collection of dogs on a premises, including a commercial boarding or training kennel, commercial breeder kennel, domestic charitable corporation kennel, personal kennel or veterinary kennel.

### **PERSONAL KENNEL**

A pack or collection of more than 4 dogs, 3 months old or older, owned or kept under single ownership, for private personal use.

### **SHELTER**

A public animal control facility or other facility which is operated by an organization or individual for the purpose of protecting animals from cruelty, neglect or abuse.

### **VETERINARY KENNEL**

A veterinary hospital or clinic that boards dogs for reasons in addition to medical treatment or care; provided, however, that "veterinary kennel" shall not include a hospital or clinic used solely to house dogs that have undergone veterinary treatment or observation or will do so only for the period of time necessary to accomplish that veterinary care.

- (b) A person maintaining a kennel shall obtain a kennel license. The City Clerk shall issue and renew kennel licenses as specified herein. In the case of an applicant for initial licensure or license renewal, the City Clerk shall deny a kennel license until a kennel has passed inspection by the Animal Control Officer.

Approved as to Form and Legality,

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City Solicitor



# City of Pittsfield

In the Year Two Thousand

Twenty Five

## AN ORDINANCE

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

- (c) A kennel license shall be valid for one year from the date of issuance. The name and address of the owner of each dog kept in a kennel, if other than the person maintaining the kennel, shall be kept at the kennel and available for inspection by the Animal Control Officer. A kennel that owns or keeps a dog over the age of 6 months shall comply with G.L. c. 140, § 145B. A commercial boarding or training kennel shall maintain records of individual dog licenses, as required by G.L. c. 140, § 137, for all dogs in its care.
- (d) License fees for dogs shall be as follows:
  - (1) For a kennel or personal kennel which holds more than four but fewer than 10 dogs the fee shall be \$200.
  - (2) For a kennel or personal kennel which holds more than 10 dogs, the fee shall be \$400.
  - (3) A domestic charitable corporation incorporated exclusively for the purpose of protecting animals from cruelty, neglect or abuse or for the relief of suffering that otherwise complies with this section shall not be charged a fee.
  - (4) For purposes of this section, a dog under the age of 3 months shall not be counted in the number of dogs kept in a kennel.
- (e) The City Clerk shall specify on the license the type of kennel and the maximum number of animals that may be maintained by the licensee. Such number shall be determined by the City Clerk and the Animal Control Officer following the required inspection. For commercial boarding or training kennels, the number of animals shall be determined following the required inspection and in accordance with regulations promulgated pursuant to G.L. c. 140, § 174G to ensure the premises can support the number of animals while ensuring their health and safety.
- (f) Annual, not later than June 1, the City Clerk shall send to the Department of Agricultural Resources a list of all kennels and their addresses licensed by the City.
- (g) A person who violates this section shall be assessed a fine by the Animal Control Officer of \$500 for a first offense and a fine of not more than \$1,000 for a second or subsequent offense.
- (h) The Animal Control Officer shall inspect or cause the inspection of every kennel licensed within the City at least once per year. If a licensee or a person applying for a license to maintain a kennel refuses to allow an inspect to enter and inspect a kennel, the refusal shall be grounds for denial, suspension or revocation of the license.

Approved as to Form and Legality,

---

City Solicitor

No. ....



# City of Pittsfield

In the Year Two Thousand

Twenty Five

## AN ORDINANCE

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

*Sec. 2 1/2-28.2 shall be amended by adding 2 1/2-28.2(b)(3) as set forth below:*

- (a) No person shall sell, offer to sell, exchange, trade, barter, lease or transfer for permanent physical placement a dog or cat in violation of G.L. c. 140, § 141C. The Animal Control Officer shall enforce this section in a manner consistent with the disposition provisions in G.L. c. 140, § 21D.

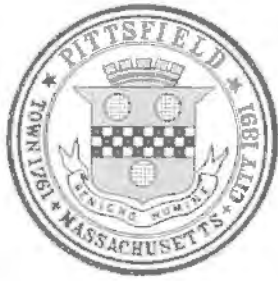
### **SECTION II**

This ordinance shall take effect on July 1, 2025.

Approved as to Form and Legality,

\_\_\_\_\_  
\_\_\_\_\_

*City Solicitor*



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

**Peter M. Marchetti**  
Mayor

April 15, 2025

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

Dear Councilors,

Submitted herewith for your consideration are two Traffic Orders amending parking regulation on Union Street.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw  
Enclosure



## CITY OF PITTSFIELD

Department of Public Services and Utilities – Engineering Division

70 Allen Street Pittsfield, MA (413) 499-9327

Date: April 11<sup>th</sup>, 2025

From: Tyler Shedd  
City Engineer

To: The Honorable Members of City Council

### **RE: THE AMENDING OF PARKING REGULATIONS ON UNION STREET**

Attached are two traffic orders to amend parking regulations on Union Street.

The first order is to remove a 90-minute parking zone from 5am to midnight and replace it with a no parking zone. The proposed change is to accommodate access to the rear of the property at 27 Union Street by delivery and trash disposal trucks, which is challenging when vehicles are parked in the vicinity of the driveway entrances and exits.

The second order is to prohibit parking on the South side of Union Street from Francis Avenue to Daniels Avenue. The road is approximately 20 feet wide, and when vehicles are parked across from each other on the street, there is not enough remaining width for larger vehicles to pass between.

Best regards,

A handwritten signature in black ink that reads "Tyler Shedd". The signature is stylized, with the first letters of the first and last names being large and prominent.

Tyler Shedd, P.E.

City Engineer

TRAFFIC ORDER

No. ....

**City of Pittsfield**  
M A S S A C H U S E T T S  
I N C I T Y C O U N C I L  
A N O R D E R

Ordered:

**AMENDING PARKING REGULATIONS**

**Section 1**

That Traffic Order #10, approved October 30<sup>th</sup>, 1967, establishing ways and parts of ways upon which parking is prohibited, as amended, be and hereby is further amended by adding thereto the following:

Union Street

South Side: From Francis Avenue to Daniels Avenue

**Section 2**

That this order shall take effect upon approval by the City Council of the City of Pittsfield, seven (7) days after publication by the City Clerk and upon removal of the official signage.

TRAFFIC ORDER

No. ....

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

Ordered:

**AMENDING PARKING REGULATIONS ON UNION STREET**

**Section 1**

Traffic Orders 54A, 621, 716, and 984 established parking regulations on Union Street, shall hereby be further amended by striking therefrom the following:

90-Minute Parking Zone – 5AM to Midnight

Union Street

South Side: From a point 30 feet westerly from North Street to a point 15 feet easterly from Northrup Avenue

**Section 2**

That Traffic Order #10, approved October 30<sup>th</sup>, 1967, establishing ways and parts of ways upon which parking is prohibited, as amended, be and hereby is further amended by adding thereto the following:

Union Street

South Side: From a point 30 feet westerly from North Street to a point 15 feet easterly from Northrup Avenue

**Section 3**

That this order shall take effect upon approval by the City Council of the City of Pittsfield, seven (7) days after publication by the City Clerk and upon removal of the official signage.



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

**Peter M. Marchetti**  
Mayor

April 15, 2025

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

Dear Councilors,

Submitted herewith for your consideration is an Order requesting authorization to submit the City's Community Development Block Grant (CDBG) Five Year Consolidated Plan (PY2025 – 2029) and Annual Action Plan for the 2025 program year to the U.S. Department of Housing and Urban Development (HUD). As has been the past practice, the Chairman of the Council's Committee on Community and Economic Development has agreed to host the required public hearing at a scheduled Committee meeting.

The Department of Community Development has provided each of you with the link to view the draft Consolidated Plan and Annual Action Plan which describe the needs and goals for the next five-year period and the proposed PY 2025 budget and activities for the CDBG funded programs.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw  
Enclosure





## **CITY OF PITTSFIELD**

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

April 16, 2025

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

Dear Mayor Marchetti:

Enclosed for transmittal to the City Council is an Order authorizing the Mayor to submit the Community Development Block Grant (CDBG) Five Year Consolidated Plan (PY2025 – 2029) and the HUD Program Year 2025 Annual Action Plan to the U.S. Department of Housing & Urban Development (HUD). The Five Year Consolidated Plan identifies needs and priorities for the next five year period. The 2025 Annual Action Plan contains the proposed fiscal year 2026 CDBG budget and specifically describes the activities on which these funds will be spent during the year beginning July 1, 2025 through June 30, 2026.

The HUD regulatory process for reviewing and approving the draft plan includes a 30-day public comment period and a public hearing. Therefore, I request that the draft Annual Action Plan be submitted to the City Council for referral to its Community and Economic Development Committee for the required public hearing. The Annual Action Plan will then be referred back to the City Council for their final review prior to being submitted to HUD.

Sincerely,

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

Justine A. Dodds  
Director

# City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

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

## **AUTHORIZING THE MAYOR TO SUBMIT THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN FOR THE 2024-2025 PROGRAM YEAR**

**Ordered:**

1. That the Mayor is hereby authorized to submit the Community Development Block Grant Fiver Year Consolidated Plan (PY2025 – 2029) and the PY 2025 Annual Action Plan for the 2025-2026 calendar year to the U.S. Department of Housing & Urban Development (HUD), and assurances contained therein; and
2. That the Mayor is directed and authorized to act in connection with the submission of the Consolidated Plan and Annual Action Plan and to provide such additional information as may be required; and
3. That in accordance with the requirements of Massachusetts General Laws, Chapter 44, Section 53A, the Director of the Department of Community Development is hereby authorized to accept said grant including payments of Program Income, if any, and shall deposit any amounts received with the City Treasurer who shall hold said amounts in separate accounts; and
4. That said grant and payments of Program Income may be expended without further appropriation, as provided for in M.G.L. Ch. 44.53A.

## PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

Springfield, Massachusetts, March 7, 2025  
To the City Council of the City of Pittsfield, Massachusetts

### VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

Request permission to locate poles, wires, cables and fixtures including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

**EAST NEW LENOX ROAD:** Relocate one (1) jointly owned pole numbered T.26 / E.26 on the east side of East New Lenox Road at a point approximately two thousand nine hundred twenty-four (2,924) feet northerly from the centerline of Anita Drive; and approximately one hundred ten (110) feet northerly from existing pole, T.27 / E.27; and approximately twenty-five (25) feet southerly from the pole's current location.

**EAST NEW LENOX ROAD:** Place one (1) jointly owned pole numbered T.28S / E.28S on the west side of East New Lenox Road at a point approximately two thousand ~~six~~<sup>seven</sup> hundred six (2,706) feet northerly from the centerline of Anita Drive; and approximately one hundred twenty-five (125) feet southerly from existing pole, T.27 / E.27; and approximately thirty-eight (38) feet westerly from existing pole, T.28 / E.28.

**Reason:** MADOT is replacing the Sackett Brook Bridge. These poles are necessary to accommodate for the new bridge design; and to provide for the distribution of intelligence and telecommunications and the transmission of high and low voltage electric current.

Wherefore your petitioners pray that after due notice and hearing as provided by law, they be granted locations for and permission to erect and maintain poles, wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked-VZ N.E. Inc. Plan No. **4A0L8TJ** Dated March 7, 2025.

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 said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one cross arm 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.

### VERIZON NEW ENGLAND INC.

By: Albert E. Bessette, Jr.  
Albert Bessette, Jr.  
Manager-Right of Way

### NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

By: Nicholas Langone  
Nicholas Langone  
Supervisor, Design Engineering

VERIZON NEW ENGLAND INC. & NSTAR ELECTRIC COMPANY  
d/b/a Eversource Energy

CITY / TOWN: PITTSFIELD, MA





STREET: EAST NEW LENOX ROAD



**PURPOSE AND DESCRIPTION:**

EVERSOURCE AND VERIZON ARE REQUESTING TO RELOCATE ONE (1) JOINTLY-OWNED POLE (T26 / E26) ON THE EAST SIDE OF EAST NEW LENOX ROAD AT A POINT APPROXIMATELY TWENTY-FIVE (20) FEET SOUTHERLY OF THE EXISTING POLE'S CURRENT LOCATION. MADOT IS REPLACING THE SACKETT BROOK BRIDGE. THIS RELOCATION IS NECESSARY TO ACCOMMODATE FOR THE NEW BRIDGE DESIGN.

**LEGEND**

-  PROPOSED JOINTLY-OWNED POLE
-  PROPOSED SOLE-OWNED POLE
-  EXISTING UTILITY POLE
-  EXISTING UTILITY POLE TO BE REMOVED

-  HANDHOLE / PEDESTAL
-  MANHOLE
-  UNDERGROUND CONDUIT

DRAWN BY: D. VONER

W.O. #: 4A0L8TJ

PETITION #: N/A

DISTANCES ARE APPROXIMATE  
NOT TO SCALE



VERIZON NEW ENGLAND INC. & NSTAR ELECTRIC COMPANY  
d/b/a Eversource Energy

CITY / TOWN: PITTSFIELD, MA

STREET: EAST NEW LENOX ROAD



**PURPOSE AND DESCRIPTION:**

EVERSOURCE AND VERIZON ARE REQUESTING TO PLACE ONE (1) JOINTLY-OWNED POLE (T28S / E28S) ON THE WEST SIDE OF EAST NEW LENOX ROAD AT A POINT APPROXIMATELY THIRTY-EIGHT (38) FEET WESTERLY OF EXISTING POLE, T.28 / E.28. MADOT IS REPLACING THE SACKETT BROOK BRIDGE. THIS RELOCATION IS NECESSARY TO ACCOMMODATE FOR THE NEW BRIDGE DESIGN.

**LEGEND**

- PROPOSED JOINTLY-OWNED POLE
- PROPOSED SOLE-OWNED POLE
- X EXISTING UTILITY POLE

- X HANDHOLE / PEDESTAL
- MANHOLE
- UNDERGROUND CONDUIT

DRAWN BY: D. VONER

W.O. #: 4A0L8TJ

PETITION #: N/A

DISTANCES ARE APPROXIMATE  
NOT TO SCALE



# PETITION PLAN

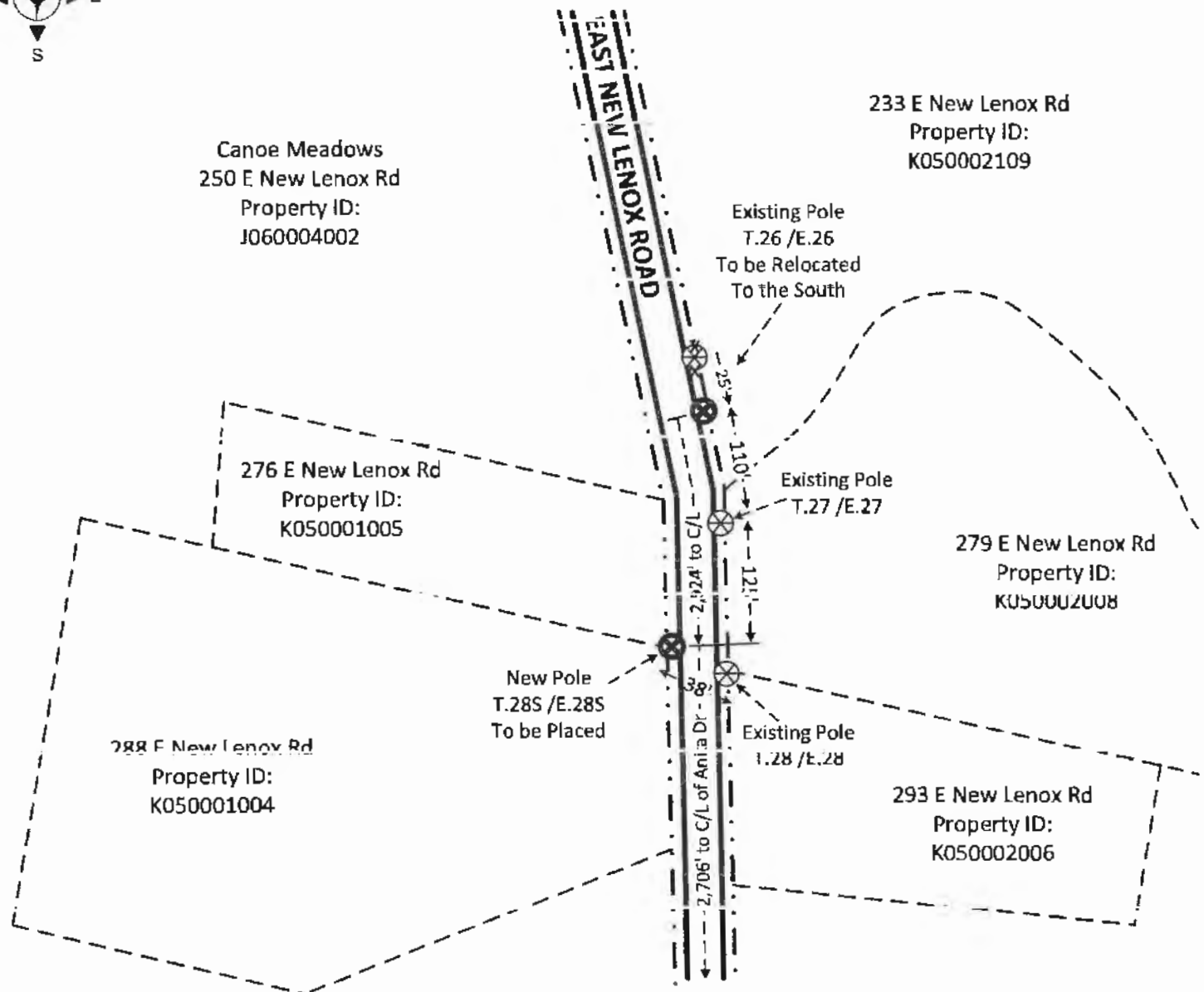
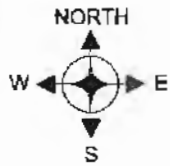
MUNICIPALITY PITTSFIELD

NO. 4A0L8TJ

VERIZON NEW ENGLAND INC. &  
NSTAR ELECTRIC COMPANY d/b/a Eversource Energy

DATE: March 7, 2025

SHOWING PROPOSED POLES ON EAST NEW LENOX ROAD



NOT TO SCALE

## LEGEND

--- PROPERTY LINE  
— EDGE OF PAVEMENT  
- . - . - EDGE OF ROADWAY



EXISTING JO POLE  
PROPOSED JO POLE  
EXISTING JO POLE TO BE REMOVED



# City of Pittsfield

March 24, 2025

To the City Council of the City of Pittsfield: —

The Committee on Ordinance and Rules Committee

to whom was referred the A petition from Councilor Warren requesting to draft an ordinance to require a background check with Department of Children for all new hires who have contact with minors

having considered the same, report and recommend that

to be approved

Voted unanimously 5/0  
Amuso, Kavey, Lampiasi, Serre, White

Respectfully submitted,

Dina Lampiasi

Chairman



## City of Pittsfield

RECEIVED BY CLERK  
CITY OF PITTSFIELD, MA

2025 JAN -7 PM 1:41

January 06 20 25

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that the City Council act as follows:

1. Refer this petition to the Ordinance & Rules Committee to draft an ordinance that would require a "background" check with the Department of Children of every new hire for an employee position that has substantial contact with minors and children. In addition this would be followed up every three years.

Child advocates have been requesting this be required for several years on a statewide basis. Ashburnham-Westminster Regional School District (AWRSD) became the first school system and possibly municipal entity to implement this requirement. Director of Human Resources Stacey Cristiano indicated that the policy was just amended to include the attached on November 14, 2024.

Also attached is an article dated TODAY regarding the new requirement,

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ken Warren Jr.", is written over a horizontal line.

Kenneth G. Warren Jr.  
Ward 1 City Councilor



## ATTACHMENT

### Department of Children and Families (DCF)

All current and prospective employees of the Ashburnham Westminster Regional School District will be required to consent through an additional check of the current MA Department of Children and Families database of supported findings of abuse or neglect. To facilitate this process, all employees, current and prospective, must consent to this check through completion of the Department Central Registry Record Request for Child Placement, Employment or Licensure form. The DCF background checks are a critical part of maintaining a safe educational environment by ensuring that everyone who works with children has been thoroughly vetted. The district will re-run the Department Central Registry Record Request every three years.

Addressing sexual abuse of minors is a critical issue that requires clear policies to protect children. The district will review all allegations. The district considers an upheld, finding of sexual abuse to be conduct unbecoming and just cause for termination. The district may choose to delay employment action due to the appeals process.

Per this policy, AWRSD reserves the exclusive right to make adverse employment decisions as a result of a Supported Finding from DCF regarding abuse of a minor (physical or sexual). Unsupported findings or findings that have been overturned through standard DCF appeal processes included but not limited to Fair Hearings and/or subsequent appeals through the Court system will not result in adverse employment decisions. Supported findings of neglect will not be used to make adverse employment decisions. This does not limit the District's ability to make adverse employment decisions in cases where this fact pattern exists but where other evidence is sufficient to make an adverse employment decision.

Factors influencing whether an adverse employment decision may be made may include, but are not limited to:

- the type of finding;
- the nature of the finding;
- whether the finding was accompanied by criminal charges;
- the date of the offense;
- whether the individual has had subsequent other supported findings

The District will consider unique factors such as the school environment, the student population, health and safety needs, and other relevant district policies and procedures when making decisions based on the Department Central Registry Record Request.

If the district is inclined to make an adverse decision based on the results of the Central Registry Record Request, the applicant will be notified. The applicant shall be provided with a copy of the Supported Report(s), a copy of this policy, advised of the part(s) of the report(s) that make the individual unsuitable for the position or license, and given an opportunity to dispute the accuracy and relevance of the report(s) with appropriate union representation.

## THE GARDNER NEWS

### EDUCATION

# Ash West School District tightens employee background checks: Here's what else is required

*Officials say additional step closes loophole in background check system*



**Stephen Landry**

The Gardner News

Published 11:00 a.m. ET Jan. 6, 2025 | Updated 11:00 a.m. ET Jan. 6, 2025

A local school district is leading a statewide effort to tighten criminal background checks on prospective employees.

Officials at the Ashburnham Westminster Regional School District have announced an addition to their current policy, which includes a check of the Massachusetts Criminal Offender Record Information (CORI) and the Statewide Applicant Fingerprint Identification Services (SAFIS), which is a check of the federal database.

CORI checks, which are repeated every three years, let school officials know if a prospective or current employee has a criminal record in the court system, while the SAFIS check shows potential crimes outside of the state.

In November, the AWRSD School Committee amended their policy to include check of the Department Central Registry Record Request for Child Placement, Employment or Licensure database as a required component of the district's staff background check policy. This measure will return supported findings or child abuse or neglect by the state's Department of Children and Families (DCF), according to Superintendent Dr. Todd Stewart.

## Additional check closes loophole in background check system

Stewart said the additional check of the DCF records would close a loophole in the background check system by letting the district know about possible abuse or neglect cases that didn't make it to criminal court.

**More:** Winchendon School Committee chooses its next superintendent: Why the search was cut short

"The data is pretty compelling that a disproportionate number of crimes of abuse involving children - particularly crimes of sexual abuse - never end up going to trial," he said. "And the reason for that is not for lack of evidence, but because parents - for varied and understandable reasons - make the decision that going through the criminal process would revictimize their child."

Stewart added that supported DCF cases of child abuse or neglect would be far more disqualifying for prospective employees than some of the crimes that might turn up in a routine CORI background check.

"If someone is 50 years old and they had a speeding ticket or some sort of issue in college when they were 19, that may or may not be disqualifying for the job here," he said. "But the idea that the abuse of children, once we learn that a disproportionate number of times there is no criminal charge, that's the loophole because it wouldn't show up in a CORI or fingerprint check."

A check of the DCF's registry for supported records of abuse or neglect was already a requirement for prospective employees looking to work in early education centers in the state, according to Stewart.

"So, for us, sitting here with a K through 12 system, it seemed like an obvious solution," he said.

## **Other school districts considering following Ash-West's lead**

Stewart said he had heard that other districts in the state were considering following Ash-West's lead by adding the check of DCF's records, which is offered free of charge, to their required background checks. He added that he believed the additional check should become a state requirement.

**More:** Former struggling Gardner High School students share keys to academic success: What they said

"We believe that a condition of licensure through DESE (the Massachusetts Department of Elementary and Secondary Education) should be at this level," he said, adding that the district had been receiving a lot of positive feedback from school officials across the state

after word got out that Ash-West was tightening their background checks. "They all without question backed this effort."

The additional background check would not include other reasons why an individual may have had interactions with DCF officials personally or professionally, according to Stewart, nor would it return any unsupported findings, including situations where the agency may have investigated a situation but did not determine that abuse or neglect occurred.

"When you look at what folks are already agreeing to through the CORI process and the fingerprint process, we believe (the DCF check) is actually far less intrusive in terms of their personal information," he said, adding that CORI checks provide information about any charges associated with a prospective employee, even those in which the individual was eventually found not guilty or a case was continued without a finding.

**AN ORDINANCE**

**AMENDING THE CODE OF THE CITY OF PITTSFIELD  
CHAPTER 16, SECTION 16-28.1**

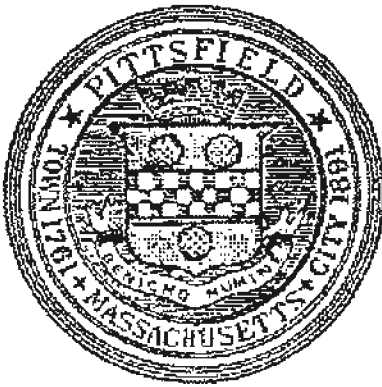
*Be it ordained by the City Council of the City of Pittsfield, as follows:*

The Code of the City of Pittsfield, Chapter 16 amended by adding thereto Section 16-28.1:

The Department shall adopt a policy to conduct a background check through the Massachusetts Department of Children and Families database on all prospective employees of the City of Pittsfield who regularly interact with children as part of their job responsibilities. Said policy shall further provide that current employees of the City of Pittsfield who regularly interact with children as part of their job responsibilities shall be subject to said background checks not less than every three years from their date of hire. To the extent any collective bargaining provision conflicts with this provision, the Department will use its best efforts to advocate to amend the respective collective bargaining provisions. This provision does not alter or affect collective bargaining agreements or collective bargaining rights in effect as of the date of its passage.

**SECTION II**

This ordinance shall take effect upon enactment.



The undersigned respectfully

I respectfully submit this petition requesting that the City Council go on record urging the Pittsfield School Committee to release a public summary of the findings from the independent investigation into staff misconduct at Pittsfield High School.

The community has been deeply affected by recent events, including the arrest of a school administrator on federal drug charges and subsequent allegations involving other staff members. While we understand the importance of protecting individual privacy rights, transparency is crucial in restoring public trust in our educational institutions.

At the core of this issue is trust, trust between the school district and the community it serves. The scandal at Pittsfield High School has eroded that trust severely. Students and parents have felt betrayed that school officials, who are supposed to ensure a safe learning environment, were implicated in serious misconduct. Confidence in the school's leadership and in the district's ability to police itself has been shaken.

I propose the release of an executive summary that outlines the scope of the investigation, the process undertaken, and the general conclusions reached. This summary should be crafted to respect legal and privacy considerations while providing the public with a clear understanding of the outcomes.

Such transparency will demonstrate the School Committee's commitment to accountability and help rebuild confidence among students, parents, and the broader community.

Earl G Persip III

Councilor At-Large

4/9/25

To the City Council of the City of Pittsfield:

The undersigned respectfully

I respectfully submit this petition to request that Commissioner Morales look into ways to improve pedestrian safety around our public schools, with the goal of having solutions in place for the 2025–2026 school year. Specifically, we ask that the City consider the options below

1. Painting school crosswalks in a brighter, more visible color to help draw attention to these critical pedestrian zones.
2. Repainting school crosswalks twice a year instead of once, to ensure visibility is maintained throughout the school year.
3. Installing flashing crosswalk signs at the busiest school crossings, particularly near elementary and middle schools, to alert drivers and improve student safety.

These improvements would make a meaningful difference in the daily safety of children and families who walk to and from school.

Jacquelyn Sykes



# City of Pittsfield

RECEIVED  
CITY OF PITTSFIELD, MA

2025 APR 16 PM 12:58

April 16 20 25

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Requests that the City Council refer to Commissioner Ricardo Morales & the Traffic Commission to resolve the excessive traffic and speeding on Pine Street, a residential street consisting of families with children, homeowners with pets, and senior citizens. The street is an improper shortcut, throughfare, and speedway which unnecessarily impacts and endangers the neighborhood.

Respectfully submitted,

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

Kenneth G. Warren Jr.  
Ward 1 City Councilor

\* I will be adding neighbors who have signed a petition in support of this request.