



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

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2024 AUG -7 PM 2:35

August 13, 2024, at 6:00 p.m.

AGENDA

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

APPOINTMENTS

5. A communication from Mayor Marchetti appointing James Clark as the Director of Veterans' Services
6. A communication from Mayor Marchetti appointing Kevin Zawistowski as the Chief Information Officer
7. A communication from Mayor Marchetti appointing Teeashia Scoot to the Sister Cities Commission
8. A communication from Mayor Marchetti appointing William Garrison, Wendy Robbins, Mary Kay McCloskey and Nancy Gilbert to the Pittsfield Cultural Council

COMMUNICATIONS FROM HIS HONOR THE MAYOR

9. A communication from Mayor Marchetti notifying the council of the appointments within the Pittsfield Fire Department, James Ziter to Administrative Deputy, Robert Leary, Jacob Brown and Matthew Risley to Permanent Captain, Eric Kirchner, Troy Ziter and Brandon Bailey to Permanent Lieutenant
10. A communication from Mayor Marchetti on an Order accepting a grant of funds in the amount of \$16,600.32 from the Massachusetts Executive Office of Public Safety and Security State 911 Department for the FY25 State 911 Department Training program
11. A communication from Mayor Marchetti on an Order accepting a grant of funds in the amount of \$27,073.79 from the Massachusetts Executive Office of Public Safety and Security State 911 Department for the FY25 State 911 Department Emergency Medical Dispatch program
12. A communication from Mayor Marchetti on an Order accepting a grant of funds in the amount of \$233,940.00 from the Massachusetts Executive Office of Public Safety and Security State 911 Department for the FY25 State 911 Department Support and Incentive program
13. A communication from Mayor Marchetti on an Order accepting a grant of funds in the amount of \$275,000.00 from the Massachusetts Executive Office of Energy and Environmental Affairs for the Municipal Vulnerability Preparedness program
14. A communication from Mayor Marchetti on an Order accepting a grant of funds in the amount of \$235,000.00 from the Massachusetts Department of Transportation for the Shared Streets and Spaces program

15. A communication from Mayor Marchetti on an Order accepting a grant of funds in the amount of \$24,234.00 from the Stanton Foundation for the paving of the parking lot at the dog park in Burbank Park
16. A communication from Mayor Marchetti on an Order accepting a grant of funds in the amount of \$100,000.00 from the National Endowment for the Arts to support art engagement and design for housing in the Westside neighborhood
17. A communication from Mayor Marchetti on an Order accepting a grant of funds in the amount of \$342,810.00 from the United States Department of Transportation Federal Aviation Administration to fund the design and permit phase of Taxiway A at the Pittsfield Municipal Airport
18. A communication from Mayor Marchetti on an Order authorizing the City Treasurer to borrow under the provisions of M.G.L Chapter, 44, a sum not to exceed 308,900.00 for the design and permitting of Taxiway A at the Pittsfield Municipal Airport
19. A communication from Mayor Marchetti on an Order authorizing the city to enter into a ground lease extension and amendment within RingSquared APC LLC for certain premises within the Pittsfield Watershed area
20. A communication from Mayor Marchetti on a Traffic Order amending parking regulations on Goodrich Street
21. A communication from Mayor Marchetti on an Ordinance amending the City Code, Chapter 16, Human Resources, Attachment 1, Compensation Schedules
22. A communication from Mayor Marchetti submitting an Ordinance amending City Code, Chapter 2, Administration, Article XL, Youth Commission

PUBLIC HEARING

23. A public hearing on a petition from Eversource and Verizon New England requesting to install one (1) new class 2 pole, to relocate two (2) existing poles, and to set two (2) new anchor poles on Peck Road for the Onota Brook bridge replacement

COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND BOARDS

24. A communication from Clerk Benjamin on (2) two Orders: The first order authorizing the issuance of the warrant for the Primary Election to be held on Tuesday, September 3, 2024, and the second order designating polling locations, hours, and police detail for said election

REPORTS OF COMMITTEES

A Report from the Ordinances and Rules Committee

25. A report from the Ordinances and Rules Committee on a communication from the Ordinance Review Committee with a report to the City Council of periodic reviews of the Pittsfield City Code, recommending to amend and approve 5/0
26. A report from the Ordinances and Rules Committee on a petition from Councilor Warren requesting to adopt an order giving veterans an exemption for a parking regulation upon proof of being a veteran, recommending to place on file 5/0
27. A report from the Ordinances and Rules Committee on a petition from Councilor Amuso requesting all presentations be sent to the City Clerk or Committee Chair to be added to the agenda packet for all City Council and Subcommittee meetings, recommending to add a city council rule and approve 5/0

28. A report from the Ordinances and Rules Committee on a communication from Attorney Pagnotta on the Veteran's Parking Ordinance with staff interpretation for implementation, recommending to approve 5/0

A Report from the Public Works and Utilities Committee

29. A report from the Public Works and Utilities Committee on a petition from Councilor Wrinn requesting an update on the drainage project at 9 Newell Street, recommending to accept and place on file 4/0
30. A report from the Public Works and Utilities Committee on a petition from Councilor Warren and Kavey requesting to design a plan to offer homeowner's that qualify the installation of water meters recommending to accept and place on file 4/0

UNFINISHED BUSINESS

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

NEW BUSINESS

32. A petition from WestSide Legends Inc, requesting a waiver of all building permit fees for the "Project Legacy" affordable first-time homeownership development in the Westside section of the city

MATTERS TENTATIVELY REFERRED BY THE PRESIDENT UNDER RULE 27

Referred to the Community Development Board

33. A petition from the Community Development Board to amend City Code Chapter 23, Article 23-6, "Floodplain District"

Referred to the Ordinance and Rules Committee

34. A petition from the Community Development Board on the proposed amendment to the zoning ordinance Chapter 23, article 23-4 Section 4.322(D)

Referred to the Traffic Commission

35. A petition from Councilor Kavey requesting the Commissioner, City Engineer, and the Traffic Superintendent change the solid red left turn arrow at the South Street and South Mountain Road intersection

Referred to the Public Works Committee

36. A petition from Councilor Kavey requesting the Commissioner and City Engineer evaluate the crosswalk at Henry Avenue and South Street
37. A petition from Councilor Kavey requesting the Commissioner and City Engineer explore calming measures on Melbourne Road

Referred to the Mayor and Commissioner Morales

38. A petition from Councilor Kavey requesting the Mayor and Commissioner restructure the Department of Public Services

PROCLAMATION

WHEREAS, International Overdose Awareness Month was established to raise awareness of Substance Use Disorder so that communities can end overdose, remember without stigma those who have died, promote treatment, support harm reduction, celebrate recovery, and strengthen our collective efforts to prevent future overdoses; and

WHEREAS, Overdose Awareness Month serves to support our families and friends who have lost loved ones to overdose; and

WHEREAS, we as a City do and will continue to see the people who are so deeply affected by the disease of Substance Use Disorder; and

WHEREAS, we renew our commitment to preventing these tragic deaths.

***NOW, THEREFORE**, I, Peter M. Marchetti, Mayor of the City of Pittsfield, do hereby proclaim August 31, 2024 as*

Overdose Awareness Day

in the City of Pittsfield and encourage all community members to join together to raise awareness, lift each other up, support people with Substance Use Disorder and their loved ones, and promote harm reduction to save lives

Dated this 13th Day of August 2024

The Honorable Peter M. Marchetti, Mayor of Pittsfield

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

July 9, 2024, at 6:00 p.m.

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

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

Absent: Councilor Persip

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

AGENDA

Roll Call

The microphone was open to the public.

Councilor Warren, here on behalf of the Pittsfield Girls Softball league and Jack Roy. Their tournament was hosted here in the city for four days and the city and tournament received great reviews. They are looking for donations through venom or go-fund me to help them raise funds necessary to move forward to the next competition.

Samantha Kendall 42 Summer Street, from Berkshire Health Systems and Berkshire Harm Reduction. She asked for the council and public to an Open-House on August 1st from 5:00 to 7:00 pm. They actively work with people who are using substances in the hope of slowing the disease.

Amelia Gilardi, 17 Alma Street, thanked the council for reappointing Roberta Orsi tonight and also thanked Dr. Plager for stepping up to be on the Board of Health.

Ariel Ramirez, 109 Plumb Street, she and two others have partnered with the DA's office and local youth to prevent violence in our community. They are having a Community event at the Berkshire Athenaeum on July 16th at 6:00 pm and invited the council to join them for a viewing of the youth's podcast followed by a Q&A session..

Approval of the June 25, 2024 minutes. *Councilor Serre made a motion to approve carried by a unanimous vote of the ten members present.*

APPOINTMENTS

A communication from Mayor Marchetti appointing Kevin Sherman to the Licensing Board. *Councilor Serre made a motion to approve carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti reappointing Danielle Steinmann to the Community Preservation Committee. *Councilor Serre made a motion to approve carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti appointing Dr. Andrew Plager to the Board of Health. *Councilor Serre made a motion to approve carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti reappointing Roberta Orsi to the Board of Health. *Councilor Serre made a motion to approve carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti appointing Frank LaRagione and Colleen Hunter-Mullett to the School Building Needs Commission. *Councilor Serre made a motion to approve carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti reappointing Joseph Benjamin, Gary Bianchi, Marjo Catalano, Maureen Logan-Daniels, Bryan House, Darren Lee, Len Light, Cliff Nilan, and Earl Persip to the Wahconah Park Restoration Committee. *Councilor Serre 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 notifying the council of the appointing of Jahyde Bullard, Phourasamy Din, and Matthew Tobin as Permanent Firefighters with the Pittsfield Fire Department. *Councilor Serre made a motion to accept the communication carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti on an Order to accept a deed in lieu of foreclosure for property located at 27 Francis Avenue. *Councilor Serre made a motion to approve carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti on an Order declaring two (2) properties 27 Francis Avenue and Dewey Avenue as surplus and available for disposition. *Councilor Serre made a motion to approve carried by a unanimous vote of the ten members present.*

A communication from Mayor Marchetti on three (3) Orders of takings in connection with the East Street reconstruction project: Order 1 layout alterations and permanent takings of two parcels, Order 2 taking by eminent domain of 12 permanent easements, and Order 3 taking by eminent domain of 14 temporary easements. *Councilor Serre made a motion to approve Order 1. Councilor Costa asked for an explanation and Engineer Shedd gave a brief explanation on the taking. Councilor Warren wanted to make it clear that this is a State project. Commissioner Morales stated this funded and designed by the State and the Department of Transportation. The motion to approve was carried by a unanimous vote of the ten members present. Councilor Serre made a motion to approve Order 2 carried by a unanimous vote of the ten members present. Councilor Serre made a motion to approve Order 3 carried by a unanimous vote of the ten members present.*

PUBLIC HEARING

A public hearing on a petition from Eversource to install two (2) solely owned poles and guy wires on East Street and Elm Street. Nicole Scarbro spoke on behalf of the petitioner requesting to install two new solely owned poles with guy wires to support the overhead conductors. The public hearing was opened to the public for the first time, a second time and a third time. No one spoke in support or against the petition. *Councilor Serre made a motion to approve, carried by a unanimous vote of the ten members present.*

COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND BOARDS

A communication from the City Clerk requesting to amend City Code, Chapter 1, Section 1-14 Publications. *Councilor Serre made a motion wave rule 34 carried by a 9/0 vote, Councilor Warren was out of the room. Councilor Serre made a motion to Ordain, carried by a unanimous vote of the ten members present.*

REPORTS OF COMMITTEES

A Report from the Finance Committee

A report from the Finance Committee on an Order to transfer and appropriate \$280,000.00 from various departments to the Department of Public Services associated with overage in expenditures in the Winter Maintenance Account recommending to approve 3/0. *Councilor Serre made a motion to approve carried by a unanimous vote of the ten members present.*

The following remained tabled.

UNFINISHED BUSINESS

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

NEW BUSINESS

A petition from Councilor Noto requesting two (2) dual-sided "Slow Children at Play" signs be installed on Wellington Avenue between Hamlin Street and Maplewood Avenue and Lincoln Street and Orchard Street. *Councilor Noto made a motion to refer to the Traffic Commission carried by a unanimous vote of the ten members present.*

MATTERS TENTATIVELY REFERRED BY THE PRESIDENT UNDER RULE 27

Referred to the Police Chief

A petition from registered voters of Pittsfield on quality-of-life policing methods

At 6:34 p.m., Councilor Serre moved to adjourn, and it was carried by 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

Peter M. Marchetti
Mayor

August 6, 2024

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

Dear Councilors,

It is my sincere privilege to submit herewith for your consideration the appointment of James Clark as the Director of Veterans' Services. Additionally, I will file the appropriate paperwork with the City Clerk to have Mr. Clark serve as the Interim Executive Director of the Council on Aging while conducting a search to fill the vacancy long term.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw



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Peter M. Marchetti
Mayor

August 6, 2024

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

Dear Councilors,

It is my sincere privilege to submit herewith for your consideration the appointment of Kevin Zawistowski as the Chief Information Officer.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw



THE CITY OF PITTSFIELD
OFFICE OF THE MAYOR
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Peter M. Marchetti
Mayor

August 6, 2024

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

Dear Councilors,

It is my sincere privilege to submit herewith for your consideration the appointment of Teeashia Scoot, of 36 Richmond Avenue, Pittsfield, MA to the Sister Cities Commission for a three-year term expiring August 13, 2027.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure

TEEASHIA SCOTT

(413)770.7997

Teeashia@gmail.com

"I will consider each day a gift to be embraced with everything that I have."

To whom this may concern,

I would like to submit my credentials for consideration as member of the Pittsfield Sister City Commission.

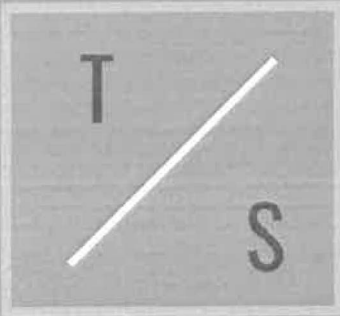
As a potential member, my greatest intention is to offer my knowledge and passion for networking, nation building, promoting cultural awareness, and community development. I can ensure profound organization, innovative ideas, and flexibility in support of the organization's effort to create stronger bonds across nations. It will also be an honor to simultaneously work alongside, build my skillsets, & receive mentorship from some of the most profound and influential community leaders.

Throughout my career, I have always demonstrated the highest levels of service and commitment to the mission of any organization/persons that i have worked for including: Kripalu Center for Yoga & Health, Sheen Magazine, Georgia Peach Fashion Week, Matthew Knowles, Medina Islam, and many more! Thus, if you are seeking a well versed, forward thinking addition to the group, then I would love to connect further.

I believe that I would make a valuable asset to the Pittsfield SCC community and I hereby offer my resume for review. Thank you in advance for your time and consideration! I look forward to hearing from you at your earliest convenience.

Peace & Abundance.

Teeashia Scott



TEEASHIA SCOTT



CONTACT

413.770.7997

TEEASHIA@GMAIL.COM

WORK HISTORY

EXECUTIVE ASSISTANT

BERKSHIRE BLACK ECONOMIC COUNCIL | 08/23-04/24

- Liaises between office personnel, constituents, and local stakeholders
- Attends local meetings with the Executive Director; performing notetaking and follow up correspondence
- Email & calendar management
- Participates in programmatic design
- Prepares & delivers correspondence to the BBEC community and general public on the behalf of the organization or Executive Director customers

HR ENGAGEMENT COORDINATOR

KRIPALU CENTER FOR YOGA & HEALTH | 08/21-03/22

- Process New Hire Documents
- Coordinate monthly meetings for the Board of Trustees
- Take minutes during department meetings
- Employee Audits
- Community outreach for employee incentives & discounts

COCKTAIL WAITRESS

GRAND BOHEMIAN LODGE: SPIRIT & BOWER | 07/22-12/22

- Managed inventory and maintained a clean work environment
- Welcoming customers, making menu recommendations/ upsell, taking orders
- Selecting and mixing ingredients, garnishing glasses, and serving beverages to customers
- Handling cash, credit, and debit card transactions, ensuring accuracy

SCHOOL OF YOGA RECEPTIONIST & OUTREACH COORDINATOR

KRIPALU CENTER FOR YOGA & HEALTH | 08/19-06/20

- Managed social media group for alumni yoga instructors
- Answered customer inquiries via phone calls & emails
- Scheduled customer outreach & conversion phone calls
- Trained in the different Kripalu schools (Yoga, Ayurveda, & Mindful Outdoor Leadership)

CUSTOMER RELATIONS ASSIST. & EDUCATION CONSULTANT

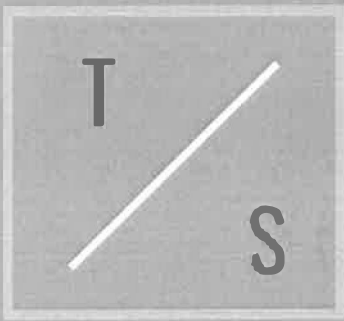
CHAPMAN PRODUCTS CO., INC | 03/2016-06/2018

- Maintained & updated course registration/student database
- Researched & booked travel arrangements for ambassadors & product distributors
- Assisted ambassadors with class itineraries & supplies needed
- Processed daily orders, print packaging labels, & attach the appropriate invoice for customers
- Reviewed & responded to customer inquiries via phone & email

BANKING SPECIALIST

TD BANK | 01/2015-12/2015

- Processed sales referrals & promote services/products
- Established new customer accounts including checking, saving, & credit cards
- Adhered to security & audit procedures
- Delivered prompt, accurate, & excellent customer service
- Recommended & assisted customers select products/services based on their needs



TEEASHIA
SCOTT

CONTACT

413.770.7997

TEEASHIA@GMAIL.COM

ASSISTANT MANAGER

LITTLE CAESARS ENTERPRISES, INC. | 04/2014-01/2015

- Correctly calculated inventory & order appropriate store supplies
- Lead & directed team members through effective methods, operations, & procedures
- Promptly & empathetically handled guest interactions, concerns, & complaints
- Handled opening/closing register tills & bank drops

EXPERIENCE

ARTIST MANAGER

STAR NI, INTERNATIONAL PERCUSSIONIST | 07/23-01/24

- Marketing & promotion
- Booking shows & media events for additional exposure
- Organized photo & video shoots
- International road manager
- Coordinated scheduling
- Researched & booked travel logistics

VIRTUAL ASSISTANT

BONGE GUMEDE, WELLNESS/FITNESS TRAINER & CONTENT CREATOR | 03/23 & 05/23-07/23

- Scheduled, rescheduled, & confirmed meetings/interviews
- Coordinated correspondence via emails & phone calls
- Email management
- Booked & confirmed travel accommodations, as needed

ASSISTANT TO BOARD OF TRUSTEES

KRIPALU CENTER FOR YOGA & HEALTH | 01/22-03/22

- Scheduled board meetings
- Drafted & constructed written letters of communication from the CEO to board members
- Edited & published biweekly organizational updates, by department, before forwarding to board members
- Constructed & shipped customized Board of Trustees keepsakes

PRE-SHOW/BACKSTAGE PRODUCTION ASSISTANT

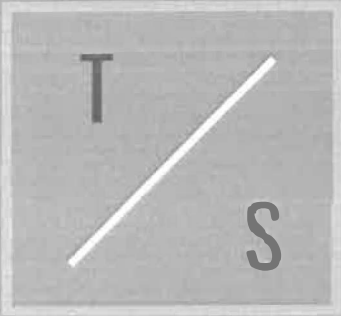
SOMMER NICOLE'S 3RD ANNUAL WALK YOUR CITY FASHION SHOW | 02/2019

- Checked in models upon arrival
- Facilitated hair/makeup & wardrobe fitting schedule
- Assisted designers in organizing & preparing their garments
- Assisted in facilitating run of show

PERSONAL ASSISTANT

SAMMI HAYNES, FORMER EDITOR IN CHIEF OF SHEEN MAGAZINE | 05/2018-01/2019

- First point of contact, dealt with correspondence via email & phone
- Organized appointments & meetings
- Researched & booked travel accommodations
- Took minutes during meetings
- Sourced designers & outfits for future events



TEEASHIA
SCOTT

CONTACT

413.770.7997

TEEASHIA@GMAIL.COM

ASSISTANT OPERATIONS MANAGER

SHEEN MAGAZINE'S KIMMIE AWARDS | 04/2017 & 04/2018

- Composed weekend schedule by event
- Organized seating & facilitated check in for celebrity/VIP guests
- Managed files, records, & documents
- Facilitated the run of show & prepared awards' show script for celebrity/VIP guests

RUNWAY SUPPORT

GEORGIA PEACH FASHION WEEK | 04/2018

- Facilitated pre-show model calls
- Assisted designers in organizing & preparing their garments
- Exuded excellent time management skills while adhering to run of show

VIP ASSISTANT

DTLR FASHION SHOWCASE | 04/2018

- Checked in celebrity/VIP guests upon arrival
- Escorted VIP guests to red carpet for pre-show media interaction
- Escorted VIP guests from red carpet to VIP lounge
- Assisted with putting together 'Hustle Gang' VIP gift bags

EVENT COORDINATOR & OPERATIONS MANAGER

BAQKSTAGE PASS: BUILDING AN EMPIRE, UPSTATE SHOWCASE | 08/2017

- Curated the event theme & run of show targeting upstate South Carolina's creatives, innovators, & lovers of the arts
- Managed the event budget
- Promotion & Marketing
- Booked vendors and obtained event sponsors

PRODUCTION ASSISTANT

PARAMOUNT PROMOTIONS: STOMP FEST | 02/2017

- Checked in competition participants & VIP guests upon arrival
- Facilitated backstage coordination
- Exuded excellent time management skills while adhering to run of show

WARDROBE ASSISTANT

CHARLESTON FASHION WEEK | 03/2016

- Assisted designers in organizing & preparing their garments
- Exuded excellent time management skills while adhering to run of show
- Worked with designers to pre-select outfits for models to swiftly change in & out of from the runway
- Steamed garments & carefully placed accessories

EDUCATION

HIGH SCHOOL DIPLOMA

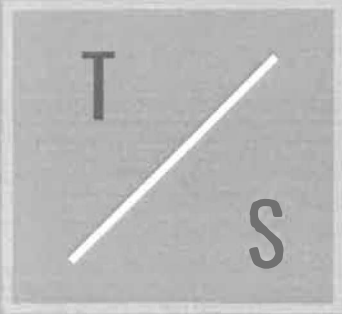
WOODMONT HIGH SCHOOL | 08/2010- 06/2014

INTRODUCTION TO TEACHING

DONALDSON CAREER CENTER | 05/2014

LABOR & POSTPARTUM DOULA

BLOOMING LOTUS BIRTHING | 05/2020



TEEASHIA
SCOTT

CONTACT

413.770.7997

TEEASHIA@GMAIL.COM

REFERENCES

KEYTORIA JENKINS

POSTMASTER, HOUSATONIC COUNTY USPS
(864)275-6506

JESSICA ARROWSMITH

FORMER HR DIRECTOR, KRIPALU CENTER YOGA & HEALTH
(413)348-8559

MEDINA ISLAM

THE HAVE & THE HAVE NOTS, ACTOR/PRODUCER
(917)748-7813



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Peter M. Marchetti
Mayor

August 6, 2024

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

Dear Councilors,

It is my sincere privilege to submit herewith for your consideration the following appointments to the Pittsfield Cultural Council for three-year terms expiring on August 13, 2027:

William Garrison, 77 Stratford Avenue, Pittsfield, MA 01201

Wendy Robbins, 85 Richard Drive, Pittsfield, MA 01201

Mary Kay McCloskey, 20 Denise Avenue, Pittsfield, MA 01201

Nancy Gilbert, 205B Wendell Avenue, Pittsfield, MA 01201

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure

77 Stratford Ave.
Pittsfield MA 01201
(413) 446-0166
wgarrison77@gmail.com

June 29, 2024

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

Dear Mayor Marchetti,

Please accept my application to serve on the Pittsfield Cultural Council. I have communicated with Marilyn Gerhard, Chair of the Cultural Council, and understand the duties and schedule.

I served on the Cultural Council 2003-2010 and look forward to the possibility of rejoining.

My resume is attached.

Best,

A handwritten signature in black ink that reads "Will Garrison". The signature is written in a cursive style with a long horizontal stroke at the end.

Will Garrison

WORK EXPERIENCE

The First Congregational Church, UCC

Stockbridge, Massachusetts

Administrator 2018 - present

- Manage day-to-day operations at a busy church, including designing and printing bulletins, newsletters, and website posts.
- Scheduling use of church facilities.
- Serve as liaison with contractors repairing or renovating the buildings.

Berkshire County Historical Society at Herman Melville's Arrowhead

Pittsfield, Massachusetts

Executive Director 2015 – 2018

Curator 2011- 2015

- Managed interpretive staff and volunteer teams to provide tours, cared for archives and collections, and maintained the property.
- Responsible for budget, paying bills, posting board minutes, updating membership records.
- Managed social media and maintained website.
- Oversaw the care, cataloging, and interpretation of the archives, collections and historic buildings. Designed exhibit panels using Publisher.

The Trustees of Reservations

Stockbridge, Massachusetts

Cultural Resources Manager 2001 - 2011

- Provided leadership in cultural resource stewardship for the Western Region, including writing management plans and recruiting and training volunteers. Maintained department budget.
- Supported preservation projects by developing and managing grants, including two Save America's Treasures grants. Worked with Senior Development Officer to build support from private donors.
- Responsible for the collections at five historic houses: Naumkeag and the Mission House in Stockbridge, the Ashley House in Ashley Falls, and the William Cullen Bryant Homestead in Cummington.

Historic Deerfield, Inc.

Deerfield, Massachusetts

Collections Manager

July 1992 – February 2001

- Managed object registration, loans, inventory, and storage of collection of 21,000 objects.
- Installed new collections database as part of a six museum consortium.

- Part of team that designed the Flynt Center of New England Life, a 27,000 square foot collections storage and exhibit space (opened September, 1998).
- Supervised two curatorial assistants and a photographer for this move, which included moving, cleaning, cataloging, storing, and photographing artifacts.

Saratoga County Historical Society

Ballston Spa, New York

Collections Manager

March 1990 - June 1992

- Wrote grant applications, designed exhibits, and conducted research.
- In charge of all collections, including objects, historic photographs, and archives.
- Trained and supervised volunteers.
- Designed and built storage areas, including first climate-controlled space.

COMMUNITY ACTIVITIES

Pittsfield Historical Commission

Member, 2006-2012; 2015; Chair, 2012-2014; Member, 2018-present

Pittsfield Cultural Council

Secretary, 2003-2010

Historical Society of Greenfield (Massachusetts)

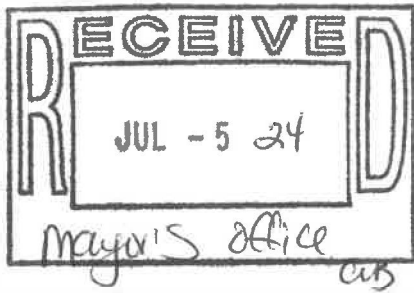
President, 1996 – 1999

- As President of an all-volunteer historical society, managed day-to-day finances, ran monthly meetings, oversaw the annual budget, organized events.
- Led a capital campaign to renovate the Society's meeting room. Supervised contractors.

EDUCATION

Cooperstown Graduate Program in History Museum Studies,
State University College at Oneonta, New York. M.A., 1992.

Grinnell College, Grinnell, Iowa. B.A. in American Studies, 1985.



85 Richard Drive
Pittsfield, MA 01201
June 20, 2024

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

Attn: Brittany Walsh

Dear Ms. Walsh:

I am writing to you to notify the city that I am seeking membership on the Pittsfield Cultural Council. I have spoken to Marilyn Gerhard. I have lived in Pittsfield full time since 2008 and have been involved with many of our cultural venues throughout the Berkshires. Prior to my coming to the Berkshires I lived in Philadelphia, PA for 41 years and was active throughout the cultural community. I am including a resume, which I haven't looked at for quite some time, but I found it on my computer. If you need to reach me, I included that information on the resume. I look forward to hearing from you.

Sincerely,

Wendy Robbins
Wendy Robbins

Wendy H. Robbins
85 Richard Drive
Pittsfield, MA 01201
Phone 413-464-0089
Cell # 413-347 3573
e-mail: wendyrobbins00@gmail.com

ABILITIES

Present seminars to non-profit groups and corporations
Counsel high school, undergraduate and graduate students
Publish resource books on education and jobs/careers
Publish newspaper and journal articles on education and travel
Research and analyze educational data
Create and implement marketing strategies
Organize conferences and symposia on education

WORK EXPERIENCE

<i>College Information Services</i> , Philadelphia, PA	1989-
Established a world-wide college consulting business advising high school students and their parents, post-graduate students, corporate employees and educational groups	
<i>St. Joseph's Preparatory School</i> , Philadelphia, PA	1978-88
Librarian, Head of Media Services	
<ul style="list-style-type: none">• Taught library skills, search strategy and reference resources to all students• Managed budget for 16,500 volume library• Operated library management systems (circulation, inventory, accessioning)• Supervised staff of one full-time para-professional and 15 student aides	
Special Programs:	
Conceived, planned and directed week-long Bicentennial of the Constitution Celebration, featuring lectures, concert, theatrical presentations	
Coordinated forum of undergraduate university deans and Academic Council: "Profile of a College Freshman," January, 1987	
Organized symposium of university and high school librarians: "Bibliographic Instruction and the High School Librarian," October, 1986	
<i>University of Pennsylvania</i> , Philadelphia, PA, Van Pelt Library, Reference Librarian	1975-77
<i>The Balch Institute</i> , Philadelphia, PA	1974-75
Manuscripts Division. Arranged and catalogued collections	
<i>University of Pennsylvania</i> , Philadelphia, PA	1974
Development Office. Researcher, writer and editor of funding newsletter	
<i>Ludington Public Library</i> , Bryn Mawr, PA, Reference Librarian	1970-73
<i>Senator Joseph S. Clark</i> , Philadelphia, PA	1969-70
Researcher for Barra Foundation's <i>Philadelphia: A 300 Year History</i>	
<i>Philadelphia Historical Commission</i> , Philadelphia, PA, Researcher	1967-68
<i>San Lorenzo High School</i> , San Lorenzo, CA, Faculty, History Department	1966-67
<i>Bancroft Library</i> (University Archives), University of California, Berkeley, CA	1965-66

EDUCATION

University of California, Berkeley, CA
B.A., History, 1963
M.A., History, 1965

Drexel University, Philadelphia, PA
M.S., 1970, Library and Information Science
Pennsylvania School Library Certification (lifetime), 1976

PUBLICATIONS

The Portable College Adviser: A Guide for High School Students. Franklin Watts, 1996
Selected by New York Public Library as one of the *Best Books for the Teen Age (1997)*

The Job seeker's Guide to the Delaware Valley: A Source Book Linking People to Jobs.
Camino Books, 1993

"Tanglewood Midweek: Variations on a Familiar Refrain," *The Exponent*, July 24, 1992

"Britain Revisited," *Business Traveler International*, May, 1992

Writing the Essay for Your Application," *Philadelphia Inquirer*, December 22, 1991

"Winging it in Buffalo," *Welcomat*, June, 1988

"Rock and Rhyme" - A Research, Writing and Speaking Assignment on Poetry and Music,
Learning and Media, Spring, 1988

"Rites of Passage: The Driving Test," *Welcomat*, October, 1986

"Library Instruction: A Partnership Between Teacher and Librarian" *Catholic Library World*, Apr., 1984

"Glory Catalogued': The Libraries of Florence," *Wilson Library Bulletin*, April, 1983

Book Reviews: *RQ*, *Reference Service Review*

PROFESSIONAL ACTIVITIES AND MEMBERSHIPS

Consultant to Philadelphia Futures, 1998-2001
Conduct classes for 11th and 12th graders on college admission process, essay writing

Consultant to National Center on Fathers and Families (NCOFF), Graduate School of Education,
University of Pennsylvania, Fall, 2001, planned and coordinated roundtables and public forums

Pennsylvania Association of Secondary School and College Admission Counselors (PASSCAC),
1994-2000

Communications Committee, 1997-

American Library Association, 1980-

Long Range Planning Committee, non-public school section, 1987-88

Speaker, annual convention, June, 1987, San Francisco

Delaware Valley Young Adult Librarians, Board Member, 1980-1987

Organized and Directed 1983-85 annual conference
Workshop Speaker, 1984, 1986

Independent School Teachers Association, Librarians Division, 1980-88 (ISTA)
Vice-President, 1985-86, President, 1987-88. Planned and coordinated six programs a year

BERKSHIRE ACTIVITIES

Osher Life Long Learning Institute (OLLI) @ Berkshire Community College

Board Member 2011-15, Secretary, 2012-14

Volunteer: Jewish Federation of the Berkshires

Volunteer: Hevreh of Southern Berkshires

Volunteer: Villages of the Berkshires

Dear Ms. Walsh:

Please put my name forward as a possible member of the Pittsfield Cultural Council. I am a Pittsfield resident, but have worked extensively with the Becket, MA and Washington, MA Cultural Councils in my capacity as the principal at Becket Washington School. I am so impressed with how the local cultural councils enrich the cultural lives of our cities and towns. It would be an honor to serve on the Pittsfield Council.

I have attached my resume.

Sincerely,

Mary Kay McCloskey

413-841-0008

Mary Kay McCloskey

20 Denise Avenue
Pittsfield, MA 01201
413-841-0008
mkm129@aol.com

Professional Experience:

Central Berkshire Regional School District

Principal, Becket Washington School 2017-present
Teacher 2000- 2017

Free Lance Marketing Consultant

Publicist and Publicity Manger

Dell Publishing

William Morrow Publishers

Viking Penguin Publishers

Education

Masters of Elementary Education/American International College

Bachelor of Arts/College of New Rochelle

June 24, 2024

Mayor Peter Marchetti
City Hall
Pittsfield, MA

Dear Mayor Marchetti

I understand that the Pittsfield Cultural Council has openings for people to serve on this committee. I would like to be considered for this opportunity to serve the community. My husband and I moved to Pittsfield last year from Shrewsbury, MA to be year-round Berkshire residents. Aside from the beauty of the region, the cultural offerings are what drew us to the area many years ago. I would consider it a privilege to serve in this way.

Attached is a brief resume of the various boards and committees that I have been involved with in the past and presently.

Many thanks for your consideration.

Sincerely,

Nancy Gilbert
205B Wendell Ave, Pittsfield
(508)868-4539
nancypgilbert@gmail.com

Nancy Gilbert
205B Wendell Ave
Pittsfield MA 01201

Currently serving:

Shrewsbury Public Library Foundation Board Co-Chair
Beachwood Prudential Committee Member, Stockbridge
Shakespeare & Company Volunteers Leadership Committee

Previous boards and committees:

Town Meeting Member, Shrewsbury (elected position)
Shrewsbury Public Library Trustee (elected position)
ESL Worcester Volunteer
Interfaith Housing Coalition Advisor
South Meadow Condo Association board member
Search committee for library director
Various church boards and committees



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

Peter M. Marchetti
Mayor

August 6, 2024

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

Dear Councilors:

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

James Ziter – Administrative Deputy

Robert Leary – Permanent Captain
Jacob Brown – Permanent Captain
Matthew Risley – Permanent Captain

Eric Kirchner – Permanent Lieutenant
Troy Ziter – Permanent Lieutenant
Brandon Bailey – Permanent Lieutenant

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

July 15, 2024

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

Mayor Marchetti,

Submitted for your consideration is a request to appoint the following Permanent Positions on August 13, 2024

James Ziter- Administrative Deputy

Robert Leary- Permanent Captain
Jacob Brown- Permanent Captain
Matthew Risley- Permanent Captain

Eric Kirchner- Permanent Lieutenant
Troy Ziter- Permanent Lieutenant
Brandon Bailey- Permanent Lieutenant

Respectfully submitted,

Thomas Sammons
Fire Chief



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

Peter M. Marchetti
Mayor

August 6, 2024

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

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amount of \$16,600.32 from the Massachusetts Executive Office of Public Safety and Security State 911 Department for the FY2025 State 911 Department Training Grant Program.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



**CITY OF PITTSFIELD
POLICE DEPARTMENT**

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

OFFICE OF THE CHIEF OF POLICE

(413) 448-9717

PROFESSIONALISM • ETHICS • INTEGRITY • SENSITIVITY • ACCOUNTABILITY

July 31, 2024

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

Dear Mayor Marchetti,

Submitted for your consideration is an authorization requesting that the City of Pittsfield accept a FY25 Training Grant in the amount of \$ \$16,600.32 from the Executive Office of Public Safety and Security State 911 Department to the Pittsfield Police Department.

Respectfully submitted,

Thomas C. Dawley
Chief of Police

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

City of Pittsfield

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

No. _____

IN CITY COUNCIL

AN ORDER

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS IN THE AMOUNT OF \$16,600.32 FROM THE MASSACHUSETTS EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY – STATE 911 DEPARTMENT

Ordered:

That the City of Pittsfield, acting through its Mayor and City Council, and pursuant to M.G.L. Chapter 44, Section 53A, is hereby authorized to accept a FY25 State 911 Dispatch Training Grant in the amount of \$16,600.32 from the Massachusetts Executive Office of Public Safety & Security – State 911 Department to the Pittsfield Police Department.



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



MAURA T. HEALEY
Governor

TERRENCE M. REIDY
Secretary

KIMBERLEY DRISCOLL
Lieutenant Governor

FRANK POZNIAK
Executive Director

July 30, 2024

Chief Thomas C. Dawley
Pittsfield Police Department
39 Allen Street
Pittsfield, MA 01201

Dear Chief Dawley:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2025 State 911 Department Training Grant Program**.

For your files, attached please find a copy of the executed contract and the final approved Personnel Cost Worksheet for your grant. Please note your contract start date is **July 30, 2024** and will run through June 30, 2025. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2025.

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

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, add personnel, or to request approval for trainings, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2025.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY2025 Training Grant File

FY 2025 TRAINING GRANT

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Pittsfield Land d/b/a: <u>Pittsfield Police Department</u>		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 39 Allen Street, <u>Pittsfield MA 01201</u>		Business Mailing Address: 151 Campbell Drive, Suite A, Middleborough, MA 02346	
Contract Manager: Thomas C. Dawley	Phone: 413-448-9717	Billing Address (if different):	
E-Mail: <u>tdawley@cityofpittsfield.org</u>	Fax: 413-395-0131	Contract Manager: Cindy Reynolds	Phone: 508-821-7299
Contractor Vendor Code: VC <u>6000192125</u>		E-Mail: 911DeptGrants@mass.gov	Fax: 508-947-1452
Vendor Code Address ID (e.g. "AD001"): <u>AD001</u> (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS GRNT	
		RFR/Procurement or Other ID Number: <u>FY25 GRNT</u>	

<p align="center">X NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>	<p align="center">— CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment _____, 20__.</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <p><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p>
--	--

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services Commonwealth IT Terms and Conditions

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

Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ 16,600.32

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29 § 23A) only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2025 Training Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.

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

1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

2. may be incurred as of _____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

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:

Thomas C. Dawley Date: 7/18/24

(Signature and Date Must Be Captured at Time of Signature)

Print Name: Thomas C. Dawley
Print Title: Chief of Police

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

Frank Pozniak Date: 7/20/24

(Signature and Date Must Be Captured at Time of Signature)

Print Name: Frank Pozniak
Print Title: Executive Director

(Updated 7/22/21)

FY 2025 TRAINING GRANT

RECEIVED
JUL 26 2024

Name of Eligible Entity / PSAP / RECC
Address
City/Town/Zip
Telephone Number
Fax Number
Website

City of Pittsfield Police Department
39 Allen Street
Pittsfield / 01201
413-448-9717
413-395-0131
www.cityofpittsfield.org

Name & Title of Authorized Signatory
Telephone Number
Email Address

Thomas C. Dawley
413-448-9717
tdawley@cityofpittsfield.org

Name & Title Grant Contract Manager
Telephone Number
Email Address

Margaret A. Gregory
413-449-5257
mgregory@cityofpittsfield.org

Total Grant Program Funds Requested **\$ 16,600.32**

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

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

- APCO PowerPhone Priority Dispatch

OR

Utilizing the following Certified EMD Resource: _____

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

- APCO PowerPhone Priority Dispatch

Authorization and Certification

Through its submission of this application to the State 911 Department, the applying governmental entity and the authorized signatory of the applying governmental entity affirms and declares that all information submitted to the State 911 Department regarding the application, reimbursements, budget modifications, reporting, and any and all other submissions required throughout the duration of the grant process, its award and execution shall be true and verifiable through source documentation. The above noted documents, excluding this application, will no longer require a signature at the time of submission. Submission of this application by the applying governmental entity and authorized signatory shall be applicable to any and all transactions submitted under a contract awarded as the result of this application.

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

Signed under the penalties of perjury this 23 day of July, 2024.



SIGNATURE OF AUTHORIZING SIGNATORY

FY 2025 TRAINING GRANT BUDGET NARRATIVE

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

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

Membership Fees:

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

Conference Fees:

Total Category A \$ 4,179.00 ✓

B. Personnel Costs – Straight time or overtime expenses for participants or replacement/backfill (who are certified telecommunicators), to cover participant class hours but not both. **Add the *Total Salary* column(s) from the **{REQUIRED}** *Personnel Costs Worksheet(s)* and enter below.**

Total Category B \$ 12,421.32 ✓

C. Training Materials and Other Products – Funding may be authorized for the purchase, installation, replacement, maintenance, and/or upgrade of software and other products related to the certification and training of enhanced 911 telecommunicators, including but not limited to, call handling guide cards, call handling software, skill and ability pre-employment testing software, and additional related training materials such as books and manuals. In addition, funding not to exceed \$2,500 may be authorized for the purchase of skill and ability software/programs/subscriptions utilized by a PSAP to enhance the skill set of its certified telecommunicators.

Description:

Attach quote for this category

Total Category C \$ _____

D. Enter the lodging expenses to include the number of people and number of nights for two (2) or more consecutive days of training (not to include the night prior to the training) and the distance of which is equal to or greater than ninety (90) miles away from where travel originates. **NOTE: Lodging for conferences is not eligible.**

Description:

Total Category D \$ _____

E. Mileage – Funding may be authorized for the payment of mileage when an employee utilizes his/her personal vehicle for travel to attend eligible trainings. Mileage, where applicable, will be verified utilizing a recognized mileage guide such as Google Maps. Eligible mileage will be calculated by determining the round-trip mileage from the PSAP to the training location, rounded to the nearest mile. Other expenses associated with travel, such as tolls and parking, may also be eligible. If requesting funding under this category, applicant must provide its employment Agreement.

Description: Show your calculation below for the amount you are requesting, use an additional sheet of paper if needed.

Total Category E \$ _____

Products & Services	SKU	Billing Frequency	Quantity	Unit price	Price
Renewal CREDIT for 3 months Pre- Paid Maintenance from July 2024 - Sept 2024					discount
Annual Plan: Total Response Software Renewal For EMD from July 2024 - June 2025	TRASWPR	Annually	1	\$7,115.63 / year	\$7,115.63 / year
Annual Plan: Site Licensed Training For EMD from July 2024 - June 2025	TRATL	Annually	1	\$4,179.00 / year	\$4,179.00 / year
Annual subtotal				\$11,294.63	
One-time subtotal				(\$1,778.91)	
				after \$1,778.91 discount	
Total				\$9,515.72	
Total contract value				\$9,515.72	

Terms and Conditions



PowerPhone
PO Box 911

Madison, CT 06443
United States

Nancy Aery
nancy@powerphone.com

20240227-165921964

Pittsfield Police Department-MA - Service Plan
FY25

Prepared for

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

Issued
February 27, 2024
Expires
July 31, 2024

Matthew Hill
Captain
mhill@cityofpittsfield.org
413-822-2160

Products & Services

Products & Services	SKU	Billing Frequency	Quantity	Unit price	Price
Annual Plan: Total Response Software	TRASWPR		1	\$0.00	(\$1,778.91) after \$1,778.91



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

Peter M. Marchetti
Mayor

August 6, 2024

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

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amount of \$27,073.79 from the Massachusetts Executive Office of Public Safety and Security State 911 Department for the FY2025 State 911 Department Emergency Medical Dispatch Grant Program.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



**CITY OF PITTSFIELD
POLICE DEPARTMENT**

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

OFFICE OF THE CHIEF OF POLICE

(413) 448-9717

PROFESSIONALISM • ETHICS • INTEGRITY • SENSITIVITY • ACCOUNTABILITY

August 1, 2024

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

Dear Mayor Marchetti,

Submitted for your consideration is an authorization requesting that the City of Pittsfield accept a FY25 Emergency Medical Dispatch Grant in the amount of \$ \$27,073.79 from the Executive Office of Public Safety and Security State 911 Department to the Pittsfield Police Department.

Respectfully submitted,

Thomas C. Dawley
Chief of Police

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

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS IN THE AMOUNT OF \$27,073.79 FROM THE MASSACHUSETTS EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY – STATE 911 DEPARTMENT

Ordered:

That the City of Pittsfield, acting through its Mayor and City Council, and pursuant to M.G.L. Chapter 44, Section 53A, is hereby authorized to accept a FY25 State 911 Emergency Medical Dispatch Grant in the amount of \$27,073.79 from the Massachusetts Executive Office of Public Safety & Security – State 911 Department to the Pittsfield Police Department.



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



MAURA T. HEALEY
Governor

TERRENCE M. REIDY
Secretary

KIMBERLEY DRISCOLL
Lieutenant Governor

FRANK POZNIAK
Executive Director

July 31, 2024

Chief Thomas C. Dawley
Pittsfield Police Department
39 Allen Street
Pittsfield, MA 01201

Dear Chief Dawley:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2025 State 911 Department Emergency Medical Dispatch Grant Program**.

For your files, attached please find a copy of the executed contract for your grant. Please note your contract start date is **July 31, 2024** and will run through June 30, 2025. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2025.

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

If, in the future, you would like to make any changes to the authorized signatory, the contract manager and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2025.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY2025 Emergency Medical Dispatch Grant File

FY 2025 Emergency Medical Dispatch Grant COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Pittsfield <small>(and d/b/a): Pittsfield Police Department</small>		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 700 Main Street, Pittsfield, MA 01201		Business Mailing Address: 151 Campenelli Drive, Suite A, Middleborough, MA 02346	
Contract Manager: Thomas C. Dawley	Phone: 413-448-8717	Billing Address (if different):	
E-Mail: tdawley@cityofpittsfield.org	Fax: 413-395-0131	Contract Manager: Cindy Reynolds	Phone: 508-821-7290
Contractor Vendor Code: VC 8000192128		E-Mail: 911DeptGrants@mass.gov	Fax: 508-847-1452
Vendor Code Address ID (e.g. "AD001"): AD001 <small>(Note: The Address ID must be set up for EFT payments.)</small>		MMARS Doc ID(s): CT EPS EMDG	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Data, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions; <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services; <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>2000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle; <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2025 Emergency Medical Dispatch Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and all obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and all obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 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: X: <u>Thomas C. Dawley</u> Date: _____ <small>(Signature and Date Must Be Captured At Time of Signature)</small> Print Name: <u>Thomas Dawley</u> Print Title: <u>Chief of Police</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Frank Pozniak</u> Date: <u>7/31/24</u> <small>(Signature and Date Must Be Captured At Time of Signature)</small> Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>	

FY 2025 EMERGENCY MEDICAL DISPATCH GRANT RECEIVED

JUL 26 2024

Name of Eligible Entity / PSAP / RECC
Address
City/Town/Zip
Telephone Number
Fax Number
Website

City of Pittsfield Police Department
39 Allen Street
Pittsfield/ 01201
413-448-9717
413-395-0131
www.pittsfieldpd.org

STATE 911 DEPARTMENT

Name & Title of Authorized Signatory
Telephone Number
Email Address

Thomas C. Dawley/ Chief of Police
413-448-9717
tdawley@cityofpittsfield.org

Name & Title Grant Contract Manager
Telephone Number
Email Address

Margaret A. Gregory-Bilotta
413-449-5257
mgregory-bilotta@cityofpittsfield.org

Total Grant Program Funds Requested \$ 27,073.79 *(initials)*

Applicant meets the EMD requirements established by the State 911 Department by:
Providing EMD in-house utilizing certified emergency medical dispatchers and the following
Emergency Medical Dispatch Protocol Reference System (EMDPRS):

- APCO PowerPhone Priority Dispatch

(OR)

Utilizing the following Certified EMD Resource: _____

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

- APCO PowerPhone Priority Dispatch

Authorization and Certification

Through its submission of this application to the State 911 Department, the applying governmental entity and the authorized signatory of the applying governmental entity affirms and declares that all information submitted to the State 911 Department regarding the application, reimbursements, budget modifications, reporting, and any and all other submissions required throughout the duration of the grant process, its award and execution shall be true and verifiable through source documentation. The above noted documents, excluding this application, will no longer require a signature at the time of submission. Submission of this application by the applying governmental entity and authorized signatory shall be applicable to any and all transactions submitted under a contract awarded as the result of this application.

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

Signed under the penalties of perjury this 23 day of July, 2024.

Thomas C. Dawley

ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY



PowerPhone
PO Box 911

Madison, CT 06443
United States

Nancy Aery
nancy@powerphone.com

20240227-165921964

Pittsfield Police Department-MA - Service Plan
FY25

Prepared for

**Pittsfield Police
Department**
39 Allen St.
Pittsfield, MA 01201
United States

Issued
February 27, 2024
Expires
July 31, 2024

Matthew Hill
Captain
mhill@cityofpittsfield.org
413-822-2160

Products & Services

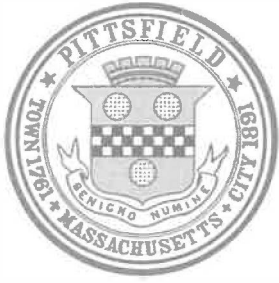
Products & Services	SKU	Billing Frequency	Quantity	Unit price	Price
Annual Plan: Total Response Software	TRASWPR		1	\$0.00	(\$1,778.91) after \$1,778.91

Products & Services	SKU	Billing Frequency	Quantity	Unit price	Price
Renewal CREDIT for 3 months Pre- Paid Maintenance from July 2024 - Sept 2024					discount
Annual Plan: Total Response Software Renewal For EMD from July 2024 - June 2025	TRASWPR	Annually	1	\$7,115.63 / year	\$7,115.63 / year \$ 778.72 <u>\$5,336.72</u>
Annual Plan: Site Licensed Training For EMD from July 2024 - June 2025	TRATL	Annually	1	\$4,179.00 / year	\$4,179.00 / year
Annual subtotal					\$11,294.63
One-time subtotal					(\$1,778.91)
					after \$1,778.91 discount
Total					\$9,515.72
Total contract value					\$9,515.72 \$5,336.72

Terms and Conditions

**FY 2025 Emergency Medical Dispatch
Grant Budget Worksheet**

Funding Category	Amount Requested	Detailed Narrative
1. Certified EMD Resource	\$	<p>Name of CEMDR:</p> <p>(Attached copy of signed contract with CEMDR)</p>
2. Emergency Medical Dispatch Protocol Reference System	\$ 5,336.72	<p>Annual Maintenance for Powerphone Software \$7115.63 (see attached Quote)- See Quote for credit of \$1,778.91 for 3 months Pre-Paid Maintenance from July 2024 - September 2024</p> <p>EMD Guide/Cardsets, EMD Annual Maintenance, EMD Software (if eligible entity).</p> <p>(Attach quote(s) for this category)</p>
3. Other Emergency Medical Dispatch and Quality Assurance of Emergency Medical Dispatch Services	\$ 21,737. ⁶⁷ 14	<p>Pittsfield Fire Department DC Ron Clement or PFD DC Neil Myers conducting the EMD/QA review of 10% of EMD Calls. The reported EMD calls for FY24 CCFORM 10% of 8970 = 897 calls @ 30 minutes per call = 269.10 / 2 = 134.55. OT= 77.41 X 134.55 = \$10,415.52 (Myers) ~ OT= 77.66 X 134.55 = \$10,449.15 (Clement).</p> <p>Pittsfield Police Departments Officer Nicole Gaynor (Certified Training Instructor) will conduct (3) 4 hour CPR courses at (OT Rate of Pay) \$72.70/ hr. = \$872.40 ✓</p> <p><i>8970 EMD Calls Reported @</i></p> <p>For QA, PSAPs must provide name of the individual(s), pay rate and number of QA review hours you are requesting.</p> <p>Attach signed contract for Medical Director or Third party vendor conducting EMD case review for this category</p> <p>For CPR Instructor, list name of instructor, # of 4-hour courses being taught and OT pay rate.</p>
Total Amount of Grant Funding Requested	\$ 27,073. ⁷⁹ 86	



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

Peter M. Marchetti
Mayor

August 6, 2024

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

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amount of \$233,940.00 from the Massachusetts Executive Office of Public Safety and Security State 911 Department for the FY2025 State 911 Department Support and Incentive Grant program.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



**CITY OF PITTSFIELD
POLICE DEPARTMENT**

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

OFFICE OF THE CHIEF OF POLICE

(413) 448-9717

PROFESSIONALISM • ETHICS • INTEGRITY • SENSITIVITY • ACCOUNTABILITY

August 5, 2024

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

Dear Mayor Marchetti,

Submitted for your consideration is an authorization requesting that the City of Pittsfield accept a FY25 State 911 Support & Incentive Grant in the amount of \$233,940.00 from the Executive Office of Public Safety and Security State 911 Department to the Pittsfield Police Department.

Respectfully submitted,

Thomas C. Dawley
Chief of Police

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

City of Pittsfield

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

IN CITY COUNCIL

A N O R D E R

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

Ordered:

That the City of Pittsfield, acting through its Mayor and City Council, and pursuant to M.G.L. Chapter 44, Section 53A, is hereby authorized to accept a FY25 State 911 Department Support & Incentive Grant in the amount of \$233,940.00 from the Massachusetts Executive Office of Public Safety & Security – State 911 Department to the Pittsfield Police Department.



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



MAURA T. HEALEY
Governor

TERRENCE M. REIDY
Secretary

KIMBERLEY DRISCOLL
Lieutenant Governor

FRANK POZNIAK
Executive Director

August 2, 2024

Chief Thomas C. Dawley
Pittsfield Police Department
39 Allen Street
Pittsfield, MA 01201

Dear Chief Dawley:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY 2025 State 911 Department Support and Incentive Grant** program.

For your files, attached please find a copy of the executed contract and the final approved Appendix A: Personnel Costs form for your grant. Please note your contract start date is **August 2, 2024** and will run through June 30, 2025. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2025.

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

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2025.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY 2025 Support and Incentive Grant File

FY 2025 SUPPORT AND INCENTIVE GRANT COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Pittsfield (and d/b/a): Pittsfield Police Department		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-8, W-4) <u>172</u> Allen Street, Pittsfield, MA 01201		Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
Contract Manager: Thomas C. Dawley	Phone: 413-448-9717	Billing Address (if different):	
E-Mail: tdawley@cityofpittsfield.org	Fax: 413-395-0131	Contract Manager: Cindy Reynolds	Phone: 508-821-7200
Contractor Vendor Code: VC 6000192128		E-Mail: 911DeptGrants@mass.gov	Fax: 508-847-1452
Vendor Code Address ID (e.g. "AD001"): AD U01 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS SUPG	
		RFR/Procurement or Other ID Number: FY25 SUPG	
<input checked="" type="checkbox"/> NEW CONTRACT		CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option) <input checked="" type="checkbox"/> Commonwealth Terms and Conditions; <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <u>815 CMR 9.00</u> . <input type="checkbox"/> Rate Contract (No Maximum Obligation) Attach details of a" rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>233,940.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days — % PPD; Payment issued within 15 days — % PPD; Payment issued within 20 days — % PPD; Payment issued within 30 days — % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle — statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); — only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2025 Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pain and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.02</u> , incorporated herein, provided 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 Signing)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: (Signature and Date Must Be Captured at Time of Signature)	
Date: <u>7/18/24</u>		Date: <u>8/2/24</u>	
Print Name: <u>Thomas C. Dawley</u>		Print Name: <u>Frank Pozzish</u>	
Print Title: <u>Chief of Police</u>		Print Title: <u>Executive Director</u>	

FY 2025 SUPPORT AND INCENTIVE GRANT

RECEIVED
AUG 2 2024

Type of PSAP: (please check one)

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

STATE 911 DEPARTMENT

Name of Eligible Entity (PSAP/RECC)

City of Pittsfield Police Department

Address

39 Allen Street

City/Town/Zip

Pittsfield/01201

Telephone Number

413-448-9717

Fax Number

413-395-0131

Website

www.pittsfieldpd.org

Name & Title of Authorized Signatory

Thomas C. Dawley

Telephone Number

413-448-9717

Email Address

tdawley@cityofpittsfield.org

Name & Title of Grant Contract Manager

Margaret A. Gregory

Telephone Number

413-449-5257

Email Address

mgregory-bilotta@cityofpittsfield.org

Total Grant Program funds requested:

\$ 233,940.00

Authorization and Certification

Through its submission of this application to the State 911 Department, the applying governmental entity and the authorized signatory of the applying governmental entity affirms and declares that all information submitted to the State 911 Department regarding the application, reimbursements, budget modifications, reporting, and any and all other submissions required throughout the duration of the grant process, its award and execution shall be true and verifiable through source documentation. The above noted documents, excluding this application, will no longer require a signature at the time of submission. Submission of this application by the applying governmental entity and authorized signatory shall be applicable to any and all transactions submitted under a contract awarded as the result of this application.

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

Signed under the penalties of perjury this 29th day of July, 2024.


ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

FY 2025 SUPPORT AND INCENTIVE GRANT

BUDGET SUMMARY

Primary PSAP, Regional PSAP, Regional Secondary PSAP, & RECCs	
CATEGORY	AMOUNT
A. Enhanced 911 Telecommunicator Personnel Costs	\$ 233,940.00
B. Heat, Ventilation, Air Conditioning, and Other Environmental Control Equipment	\$
C. Computer-Aided Dispatch Systems	\$
D. Radio Console	\$
E. Console Furniture and Dispatcher Chairs	\$
F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service	\$
G. Other Equipment	\$
REGIONAL PSAPs and RECCs ONLY	\$
H. Public Safety Radio Systems	\$
REGIONAL SECONDARY PSAP ONLY	\$
I. PSAP Customer Premises Equipment Maintenance	\$
SUB-TOTAL/FY25 ALLOCATION	\$ 233,940.00

APPENDIX B: Mobile Behavioral Health Crisis Response Services REVIEW FOR ELIGIBILITY & ENTER AMOUNT HERE	\$
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REGIONAL PSAPs and RECCs ONLY APPENDIX C: Up to 60% of one (1) Annual Maintenance Contract (not to exceed \$314,000)	\$
--	----

GRAND TOTAL*	\$ 233,940.00
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***Grand Total = Total allocation and, if requesting, Mobile Behavioral Health Crisis Response Services and Annual Maintenance Contract amounts**

FY 2025 SUPPORT AND INCENTIVE GRANT

DETAIL NARRATIVE

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

A. Enhanced 911 Telecommunicator Personnel Costs -- to defray the costs of salary for enhanced 911 telecommunicator personnel, including enhanced 911 telecommunicators who are emergency communications dispatchers or supervisors. In order to be eligible for such funding, a grantee shall show that the personnel costs to be reimbursed: (1) cover only personnel who are trained and certified as an enhanced 911 telecommunicator in accordance with the requirements of the State 911 Department, or are in the process of obtaining such certification, in accordance with the requirements of the State 911 Department; and (2) except as otherwise approved by the State 911 Department, are solely for hours in which such personnel are working in the capacity of an enhanced 911 telecommunicator as their primary job function; and (3) except as otherwise approved by the State 911 Department, are solely for hours in which such personnel are conducting quality control/quality assurance of 911 calls. Reimbursement may be allowed for straight time costs for on the job training for new telecommunicators who are in the process of obtaining certification as an enhanced 911 telecommunicator, in accordance with the requirements of the State 911 Department. Reimbursement for personnel costs related to training may be allowed only for training courses that have been approved by the State 911 Department under the Fiscal Year 2025 State 911 Department Training Grant, or with the prior written approval of the State 911 Department. Reimbursement for personnel costs for individuals who have other primary job duties not directly related to enhanced 911 service, such as firefighters or police officers who may occasionally be assigned PSAP enhanced 911 telecommunicator duty, may be allowed only for the documented hours in which the employee is acting primarily in the capacity of an enhanced 911 telecommunicator. For example, if a police officer or firefighter is assigned to work as an enhanced 911 telecommunicator 1 day a week, funding from these grants may only be used to cover the portion of such firefighter or police officer's salary for the 1 day a week that he or she is assigned to enhanced 911 telecommunicator duty. Funding awarded through these grants shall be assigned to specific identified personnel, and the funding shall be applied to the personnel costs associated with such specific identified personnel.

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

Attach Appendix A -- Personnel Costs Form

Total Category A

\$ 233,940.00

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

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

Description:

Vendor:

Attach Quote and mark with letter B

Total Category B

\$



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

Peter M. Marchetti
Mayor

August 6, 2024

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

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amount of \$275,000.00 from the Massachusetts Executive Office of Energy and Environmental Affairs for the Municipal Vulnerability Preparedness Program.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



CITY OF PITTSFIELD

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

August 13, 2024

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Submitted herewith for your consideration is an order accepting a grant of funds in the amount of \$275,000 from the Executive Office of Energy & Environmental Affairs (EOEEA) under the Municipal Vulnerability Preparedness (MVP) program for the project titled "Unkamet Brook Restoration".

The 0% match grant of funds will be used to decrease the risk of flooding, evaluate potentials for daylighting a culverted section of Unkamet Brook, and restoring the segment of the brook between two culverts. The main tasks for this project include Community Engagement, Field Investigations, Hydro Analysis, a Feasibility Study, and Preliminary Design. Specifically, the project will involve field data collection, preliminary design of the Crane Ave culvert, and the feasibility and alternatives analysis of the Dalton Ave Culvert.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ricardo Morales", written over a blue horizontal line.

Ricardo Morales
Commissioner
Department of Public Services & Utilities

Cc: Matt Kerwood, Treasurer
Rachel Jingst, City Accountant
Tyler Shedd, City Engineer

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

**Ordered: AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS
IN THE AMOUNT OF \$275,000 FROM THE EXECUTIVE OFFICE OF ENERGY &
ENVIRONMENTAL AFFAIRS**

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 Two Hundred Seventy Five Thousand dollars (\$275,00) from the Massachusetts Executive Office of Energy & Environmental Affairs and that said funds may be expended pursuant to Massachusetts General Laws, Chapter 44, Section 53A and in accordance with the provisions of the grant, a copy which attached to the Order.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Pittsfield (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Executive Office of Energy & Environmental Affairs MMARS Department Code: ENV
Legal Address: (W-9, W-4): 70 Allen Street, Pittsfield, MA 01201	Business Mailing Address: 100 Cambridge St – Suite 900 Boston, MA 02114
Contract Manager: Tyler Shedd, City Engineer Phone: 413-499-9417	Billing Address (if different):
E-Mail: tshedd@cityofpittsfield.org Fax:	Contract Manager: Kara Runsten Phone: 617-312-1594
Contractor Vendor Code: VC	E-Mail: kara.runsten@mass.gov Fax:
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): RFR/Procurement or Other ID Number: ENV 25 MVP 01
<p style="text-align: center;"><input checked="" type="checkbox"/> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)	<p style="text-align: center;"><input type="checkbox"/> CONTRACT AMENDMENT</p> Enter Current Contract End Date <i>Prior</i> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$275,000	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) To complete the project entitled "Unkamet Brook Restoration" as outlined in Attachment A and Attachment B.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 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: X: <u>[Signature]</u> Date: <u>7-18-24</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>PETER M MARCHETTI</u> Print Title: <u>MAYOR</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____



**Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

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

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

Contractor Legal Name	Contractor Vendor/Customer Code <small>(if available, not the Taxpayer Identification Number or Social Security Number)</small>
-----------------------	--

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

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

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

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address

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

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

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

Signature 	Date 7-18-2024
Print Name PETER M MARCHETTI	Phone Number 413-499-9321
Title Mayor	Email Address p.marchetti@cityofpittsfield.org

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

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May 2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title:

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

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

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

Scope of Services (Attachment A)
FY25 EEA Municipal Vulnerability Preparedness Program – Action Grant
City of Pittsfield
July 2024

Grantee:

Name: Tyler Shedd, City Engineer
Address: 70 Allen Street, Pittsfield, MA 01201
Phone: 413-499-9417
Email: tshedd@cityofpittsfield.org

Project Title: Unkamet Brook Restoration

Project Summary: Unkamet Brook is located on the northeast side of Pittsfield and conveys runoff from Oak Hill and The Boulders south to the East Branch of the Housatonic River. The project goals are to decrease the risk of flooding, evaluate the potential for daylighting a culverted section of Unkamet Brook, and restore the segment of the brook between two culverts. The main tasks are field data collection, preliminary design of Crane Ave culvert, and the feasibility and alternatives analysis of the Dalton Ave Culvert.

Scope:

The tasks described in Attachment B will be performed according to the agreed-upon schedule and budget.

Funding Distribution:

Funding will be distributed by reimbursement upon completion of tasks outlined in Attachment B and submission of invoices. Costs eligible for reimbursement include all approved project costs incurred between the contract execution date and the contract termination date. Any amendments to this attachment or Attachment B must be approved by EEA prior to commencement of such activities. All grant funds must be spent according to the fiscal year breakdown below (before June 30, 2025, for FY25 funds and before June 30, 2026, for FY26 funds, as applicable). Please reference the RFR “ENV 25 MVP 01” for additional details on what is required for reimbursement and contact your MVP regional coordinator with any questions.

FY25 - \$275,000

To receive grant funding, the applicant must agree to the fiscal requirements of the program by providing a statement from the authorized signatory of the organization acknowledging and accepting the following:

- The Grantee commits to match 10% (or 0% if Grantee is approved for no match or is an MVP-recognized tribe) of the total project cost using cash or in-kind contributions (or a combination of the two);
- The Grantee acknowledges that the funding under this grant will be provided on a reimbursement basis; and
- All matching funds provided by the Grantee or direct project partners have been approved and/or appropriated (or are in the process of being approved).

Additional details:

- Massachusetts sales tax is not a reimbursable expense.
- Work done prior to the project start date (the date the contract is issued and signed by the Commonwealth's Department Authorized Signatory) shall NOT be reimbursed. No funds will be granted for work performed after the contract termination date.
- For work completed before June 30, 2025, requests for reimbursement are due by July 31, 2025. For work completed between July 1, 2025 and June 30, 2026, requests for reimbursement are due by July 31, 2026.
- ***Any FY25 funds that are not spent by June 30, 2025 do not roll over to the next fiscal year and will be forfeited.***

As tasks are completed and deliverables are submitted to, reviewed, and approved by EEA, the Grantee must submit a Reimbursement Package (template to be provided) containing the following items:

1. A signed letter (on city or town letterhead) from the Grantee requesting reimbursement.
2. All relevant invoices, including those from subcontractors. Invoices must itemize costs consistent with the agreed-upon scope of work. Invoices must include sufficient information for EEA to determine that the services were performed and/or products were received, and that the invoiced items meet all contractual performance requirements.
3. A detailed breakdown of the required match for the task. For in-kind services, include sufficient details to demonstrate the total amounts of match contributed, and as appropriate, a list of personnel, hours worked, hourly rates, etc.
4. A short case study and a summary PowerPoint slide with project images (due at the end of the project, templates to be provided).

Reimbursement Packages should be submitted as tasks are completed with the monthly progress report, and reflect work performed according to the schedule of deliverables included in the project budget. Reimbursement is generally made within 45 days after approval of a reimbursement package. Reimbursement packages are due before July 31, 2025 for FY25 funds and before July 31, 2026 for FY26 funds.

EEA will retain a minimum of ten percent (10%) of awarded funds until all contract provisions are satisfied and all deliverables have been received.

Progress Reporting:

To help EEA stay current on work being conducted over the course of the project, the Grantee will submit a brief monthly progress report (template to be provided), due by the 30th of the month, including:

- Significant activities that have occurred to show progress toward deliverables
- Whether a change in schedule or scope of work is anticipated
- Whether costs are anticipated to be overrun or underrun
- If additional assistance from EEA or partners is needed

- Invoices for work completed to date

The Grantee must be in regular communication with their MVP Regional Coordinator (RC) throughout the course of the project and submit all reporting documentation to the RC.

Changes in Scope, Schedule, or Budget:

The Grantee shall inform their RC as soon as possible if any change in the schedule or scope (including tasks and deliverables) is needed or if the Grantee expects an underrun or overrun of the budget, so that EEA can work with the Grantee to take any necessary steps. The RC will inform the Grantee of any necessary contract amendments or if the adjustment is minor enough to only require written approval from EEA. If circumstances beyond the Grantee's control make an extension or new split in funding between FY25 and FY26 necessary—please notify EEA **no later than May 1st** (so that we may discuss a potential amendment before the end of the fiscal year). These requests will be considered on a case-by-case basis and may not be approved.

Regulatory Compliance

Grantee agrees to comply with all applicable state, federal, and local laws and ordinances. Such compliance is a condition of this grant.

Additional Terms

Receipt of MVP funding shall not be considered state approval of the project for any necessary state, federal, or local permits, nor provide any indication of the project's competitiveness for future funding phases.

Attachment B - Pittsfield - Unkamet Brook Restoration FY25 MVP Action Grant Scope/Budget

Project Task	Deliverables	Approximate Start Date	Approximate End Date	Total Grant	In-Kind Match	Cash Match	Total Match	Total Project Cost
Tasks to be Completed by June 30, 2025								
Task 1: Project Kick-off, Management, and Reporting								
Sub-task 1.1 Kick-off meeting with Town, EEA, and Consultant	Meeting notes Sign-in sheet	9/1/2024	9/30/2024	\$ 1,500.00		\$ -	\$ -	\$1,500.00
Sub-task 1.2 Monthly progress reports FY25 (template provided)	Monthly progress reports submitted by the 30th of each month of the grant period to your MVP Regional Coordinator	9/1/2024	6/30/2025	\$ 3,000.00		\$ -	\$ -	\$3,000.00
Sub-task 1.3 Project Case Study (required at end of project; template provided)	Final Case Study Report PowerPoint slide Project photos	6/1/2025	6/30/2025	\$ 500.00		\$ -	\$ -	\$500.00
Total Task 1 Cost				\$ 5,000.00	\$ -	\$ -	\$ -	\$5,000.00
Task 2: Community Engagement in FY25								
Sub-task 2.1 Public Meetings	Advertisements for two public meetings Two project renderings; attendance sheet; summary notes	11/1/2024	3/31/2025	\$ 13,500.00		\$ -	\$ -	\$13,500.00
Sub-task 2.2 Schools Partnership	Summary of in-school activities with photos; waterfowl science lesson plan	9/1/2024	6/30/2025	\$ 10,000.00		\$ -	\$ -	\$10,000.00
Sub-task 2.3 Public Presentation to City Council	PowerPoint presentation	6/1/2025	6/30/2025	\$ 4,500.00		\$ -	\$ -	\$4,500.00
Sub-task 2.4 Business Owner Engagement	Summary of correspondence, meetings, and businesses e	9/1/2024	6/30/2025	\$ 29,000.00		\$ -	\$ -	\$29,000.00
Total Task 2 Cost				\$ 57,000.00	\$ -	\$ -	\$ -	\$57,000.00
Task 3: Field Investigations and Wetland Resources Delineation								
Sub-task 3.1 Site Reconnaissance and Geomorphic Assessment	Sieve analysis results Existing conditions memorandum	9/1/2024	9/30/2024	\$ 13,000.00		\$ -	\$ -	\$13,000.00
Sub-task 3.2 Topographic and Bathymetric Survey	Survey base map	10/1/2024	12/31/2024	\$ 21,000.00		\$ -	\$ -	\$21,000.00
Sub-task 3.3 Geotechnical Investigation	Geotechnical report	10/1/2024	12/31/2024	\$ 40,000.00		\$ -	\$ -	\$40,000.00
Sub-task 3.4 Wetland Delineation	Wetland delineation report Wetland flag locations shown on survey base map	9/1/2024	9/30/2024	\$ 8,500.00		\$ -	\$ -	\$8,500.00
Total Task 3 Cost				\$ 82,500.00	\$ -	\$ -	\$ -	\$82,500.00
Task 4: Hydrologic and Hydraulic Analyses								
Sub-task 4.1 Hydrologic and Hydraulic Analyses	Hydrologic and hydraulic report; All files needed to run the model; Clearly labeled GIS files needed to map the model simulation results (for example flood depth, extent rasters/TINs/etc. as appropriate given form of output.	1/1/2025	1/31/2025	\$ 29,000.00		\$ -	\$ -	\$29,000.00
Total Task 4 Cost				\$ 29,000.00	\$ -	\$ -	\$ -	\$29,000.00
Task 5: Preliminary (30%) Design Plans - Crane Avenue Culvert Replacement and Unkamet Brook Restoration								
Sub-task 5.1 Recommended Culvert Replacement Summary	Recommended culvert replacement summary memorandum	2/1/2025	2/28/2025	\$ 12,500.00		\$ -	\$ -	\$12,500.00
Sub-task 5.2 Draft 30% Design Plans	Draft 30% design plans	3/1/2025	4/15/2025	\$ 35,000.00		\$ -	\$ -	\$35,000.00
Sub-task 5.3 Final 30% Design Plans	Final 30% design plans	5/1/2025	5/31/2025	\$ 11,000.00		\$ -	\$ -	\$11,000.00

Sub-task 5.4 Cost Estimate	Cost estimate	5/1/2025	5/31/2025	\$ 7,000.00		\$ -	\$ -	\$ 7,000.00
Total Task 5 Cost				\$ 65,500.00	\$ -	\$ -	\$ -	\$ 65,500.00
Task 6: Feasibility Study and Alternatives Analysis								
Sub-task 6.1 Draft Feasibility Study and Alternatives Analysis	Draft feasibility study and alternatives analysis	3/1/2025	4/15/2025	\$ 30,000.00		\$ -	\$ -	\$ 30,000.00
Sub-task 6.2 Final Feasibility Study and Alternatives Analysis	Final feasibility study and alternatives analysis	5/1/2025	5/31/2025	\$ 6,000.00		\$ -	\$ -	\$ 6,000.00
Total Task 6 Cost				\$ 36,000.00	\$ -	\$ -	\$ -	\$ 36,000.00
TOTAL PROJECT COST FY25				\$ 275,000.00	\$ -	\$ -	\$ -	\$ 275,000.00
TOTAL PROJECT COST OVERALL				\$ 275,000.00	\$ -	\$ -	\$ -	\$ 275,000.00

Match 0.00%



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

Peter M. Marchetti
Mayor

August 6, 2024

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

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amount of \$235,000.00 from the Massachusetts Department of Transportation for the Shared Streets and Spaces Program.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



CITY OF PITTSFIELD

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

August 13, 2024

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Submitted herewith for your consideration is an order accepting a grant of funds in the amount of \$235,000 from the Massachusetts Department of Transportation (MassDOT) under the Shared Streets and Spaces program.

The 0% match grant of funds will be used to procure and install 6 Rectangular Rapid Flashing Beacons (RRFBs) as well as green bike lane paint on West Street as designed under the West Street Streetscape project.

Sincerely,

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

Ricardo Morales
Commissioner
Department of Public Services & Utilities

Cc: Matt Kerwood, Treasurer
Rachel Jingst, City Accountant
Tyler Shedd, City Engineer

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

**Ordered: AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS
IN THE AMOUNT OF \$235,000 FROM THE MASSACHUSETTS DEPARTMENT
OF TRANSPORTATION**

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 Two Hundred Thirty Five Thousand dollars (\$235,00) from the Massachusetts Department of Transportation and that said funds may be expended pursuant to Massachusetts General Laws, Chapter 44, Section 53A and in accordance with the provisions of the grant, a copy which attached to the Order.



Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Monica Tibbitts-Nutt, Secretary and CEO
Jonathan L. Gulliver, Highway Administrator



July 30, 2024

Tyler Shedd
City Engineer
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Via email: tshedd@cityofpittsfield.org

Dear Tyler Shedd:

Thank you for your submission to the Shared Streets and Spaces Program during the Fiscal Year 2024 application solicitation. I am pleased to notify you that Pittsfield's Bicycle and Pedestrian Infrastructure application for FY2024 West Street Traffic Calming has been approved for \$235,000.00.

Please see comments below from MassDOT application reviewers on suggested areas for improvement:

- Recommend a safety review or capacity analysis performed for the elimination of one turn lane on all three approaches to the intersection of West Street with Government Drive/College Way as there is a concern that crashes will increase with the elimination of the turn lanes and that the intersection Level of Service (LOS) will degrade to an unacceptable level.
- Recommend that the proposed changes be certified and stamped by a professional engineer.

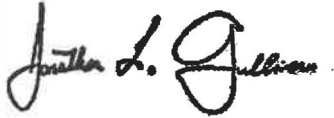
If you have any questions pertaining to the above suggestions, please contact Kristen Rebelo, Community Grants Program Administrator.

Awarded municipalities will enter into a contract with MassDOT for the completion of approved work. A member of the Community Grants Group will reach out shortly to gather all necessary information to begin the contracting process. It is anticipated that the Notice to Proceed (NTP) for this award will be issued by November 1, 2024, and the deadline for all contracted work will be December 31, 2026. MassDOT-funded work may not proceed until the NTP is issued.

Reimbursement requests are processed by your District State Aid Engineer on MassDOT's Grant Central. Learn more about this process as well as other implementation details for the program at: <https://madothway.my.site.com/GrantCentral/s/>

Please email SharedStreets@dot.state.ma.us with questions related to this award. Thank you for your commitment to improving safety, access, and mobility for all roadway users in your community and for your participation in the Shared Streets and Spaces Program.

Sincerely,

A handwritten signature in black ink that reads "Jonathan L. Gulliver". The signature is written in a cursive style with a large, prominent 'J' and 'G'.

Jonathan L. Gulliver
Highway Administrator

cc: Kristen Rebelo, MassDOT Community Grants Program Administrator



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

Peter M. Marchetti
Mayor

August 6, 2024

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

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amount of \$24,234.00 from the Stanton Foundation to fund the paving of the parking lot at the dog park within Burbank Park.

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

July 30, 2024

TO THE HONORABLE MAYOR:

Requested hereby is your authorization to accept a grant of funds in the amount of \$24,234 from the Stanton Foundation. This grant is intended to fund the paving of the parking lot at the dog park within Burbank Park.

Sincerely,

Justine Dodds
Director

cc. City Accountant

City of Pittsfield

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

No. _____

IN CITY COUNCIL

A N O R D E R

**Ordered: AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF
FUNDS IN THE AMOUNT OF \$24,234 FROM THE STANTON FOUNDATION**

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 Twenty-Four Thousand Two Hundred Thirty-Four Dollars (\$24,234.00) from the Stanton Foundation, and that said funds may be expended pursuant to Massachusetts General Laws, Chapter 44, section 53A.

July 25, 2024

James McGrath
City of Pittsfield
Community Development
70 Allen Street
Pittsfield, MA 01201
413.499.9344

Dear Mr. McGrath,

We are pleased to provide the City of Pittsfield with a capital grant of \$24,234 to complete the recommended improvements to your dog park.

If you have any questions, please contact our Dog Park Project Manager, Joseph Connelly, at 978.652.8431 or at joseph.connelly@thestantonfoundation.org. We wish Pittsfield's dog park the utmost success in the years to come!

Sincerely,



Elisabeth (Liz) Allison
Co-director



Andrew Weiss
Co-director



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

Peter M. Marchetti
Mayor

August 6, 2024

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

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amount of \$100,000.00 from the National Endowment for the Arts to support arts-based engagement and design for community-driven housing in Pittsfield's Westside neighborhood.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



CITY OF PITTSFIELD, MASSACHUSETTS
OFFICE OF CULTURAL DEVELOPMENT

August 1, 2024

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

Dear Mayor Marchetti:

Submitted herewith for your consideration is an Order accepting a grant of funds in the amount of \$100,000.00 from the National Endowment for the Arts. This grant will support arts-based engagement and design for community-driven housing in the Westside neighborhood of Pittsfield, Massachusetts.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Jennifer Glockner", with a long horizontal flourish extending to the right.

Jennifer Glockner
Director, Office of Cultural Development

cc: Rachel Jingst, City Accountant

Enclosure

City of Pittsfield

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

No. _____

IN CITY COUNCIL

AN ORDER

Ordered: **AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT
OF FUNDS IN THE AMOUNT OF \$100,000 FROM THE NATIONAL ENDOWMENT
FOR THE ARTS**

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 One Hundred Thousand Dollars (\$100,000.00) from the National Endowment for the Arts, 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 the Order.

Dear Nate Joyner:

On behalf of the National Endowment for the Arts, it is a pleasure to inform you that your organization has been awarded a grant. Thank you for your efforts to advance the power of the arts in your community.

To assist you in next steps:

1. Please carefully review your award documents, which include the Official Notice of Action with information on the period of performance, the award amount, and the Terms and Conditions that apply to your project.
2. Award materials to manage and administer the award are online at <https://www.arts.gov/grants/manage-your-award/awards-after-oct1-2017>. The General Terms and Conditions, which adopt OMB's Uniform Guidance (2 CFR 200), provide detailed information concerning the National Endowment for the Arts' regulations and procedures, the administrative requirements that apply to your award, and your responsibilities as a recipient.
3. Instructions for requesting award funds and reporting on your project are also on our website.
4. If you have any questions regarding the administrative requirements of this award, our Office of Grants Management staff will be happy to assist you. They may be reached at grants@arts.gov or through the Messages tab in REACH.

Congratulations on your award from the National Endowment for the Arts!

Sincerely,



Maria Rosario Jackson, Ph.D.
NEA Chair

OFFICIAL NOTICE OF ACTION

National Endowment for the Arts

Action Taken: Award

Date of Action: 7/11/2024

Award Date: 7/11/2024

FEDERAL AWARD INFORMATION

Federal Award ID Number (FAIN)	1931905-42-24
Award Recipient	City of Pittsfield, Massachusetts
Award Recipient Unique Entity Identifier	DG3AQ4WL5JW7
Period of Performance	7/1/2024 - 6/30/2026
Budget Period	7/1/2024 - 6/30/2026
Assistance Listing Number/Title	45.024 Promotion of the Arts Grants to Organizations and Individuals
Does the award support Research & Development?	No
Award Description	Purpose: To support arts-based engagement and design for community-driven housing in the Westside neighborhood of Pittsfield, Massachusetts.
Grant Program and Office	Our Town, Design

AWARD AMOUNTS

Amount of Federal Funds Obligated by this Action	\$100,000.00
Total Amount of Federal Funds Obligated	\$100,000.00
Total Amount of the Federal Award	\$100,000.00

RECIPIENT CONTACTS

Role	Name
Authorizing Official	Nate Joyner njoyner@cityofpittsfield.org
Grant Administrator	Ms. Jennifer Glockner jglockner@cityofpittsfield.org
Project Director	Ms. Jennifer Glockner jglockner@cityofpittsfield.org

REMARKS

1. COST SHARE: A non-federal cost share of 100% (1:1 match) is required unless otherwise indicated in the *Terms and Conditions/Important Information* document (20 USC § 954(e)).

2. The National Endowment for the Arts provides this award support pursuant to 20 USC §954-955.

3. ACCEPTANCE OF AWARD: Submission of a *Payment Request* constitutes your agreement to comply with all the terms and conditions of the award and indicates your acceptance of this award.

4. GENERAL TERMS AND CONDITIONS: This award is subject to the *General Terms and Conditions for Grants and Cooperative Agreements to Organizations* (GTCs), which outline the administrative requirements that apply to your award and your obligations as a recipient. **You are responsible for reviewing these GTCs; failure to comply may result in the disallowance of project expenditures and/or the reduction or withdrawal of National Endowment for the Arts support for your project.**

The administration of this award and the expenditure of award funds are subject to any specific terms and conditions of this award, which may be attached as additional pages of the award notification, the *Terms and Conditions/Important Information*, and the GTCs (as noted above).

The GTCs implements *Title 2 of the Code of Federal Regulations* (2 CFR) including *Subtitle A-Office of Management and Budget Guidance for Grants and Agreements* and *Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance, or Part 200), as revised August 13, 2020.

5. HOW TO MANAGE YOUR AWARD AND eGMS REACH HANDBOOK: The *How to Manage Your National Endowment for the Arts Award and eGMS REACH Handbook* is a companion piece to the GTCs. It includes information about reporting requirements, requesting payment, changes to your project, and other important information.

6. All material can be found on our website at <https://www.arts.gov/grants/manage-your-award/awards-after-oct1-2017>.

7. CONTACT INFORMATION: Email: grants@arts.gov | Phone (202) 682-5403.

OFFICIAL NOTICE OF ACTION
National Endowment for the Arts

AWARDING OFFICIAL



Meg Kowalik
Lead Grants Management Specialist



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

Peter M. Marchetti
Mayor

August 6, 2024

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

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amount of \$342,810.00 from the United States Department of Transportation Federal Aviation Administration to fund the design and permit phase of the Taxiway A ("Alpha") reconstruction at the Pittsfield Municipal Airport .

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



PITTSFIELD MUNICIPAL AIRPORT COMMISSION

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

July 31, 2024

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

Re: Taxiway A Reconstruction (Design, Permit) FAA Grant

Dear Mayor Marchetti,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amounts of \$342,810.00 from the U.S Department of Transportation, Federal Aviation Administration. An additional grant of \$19,045.00 from the Massachusetts Department of Transportation, Aeronautics Division is anticipated to cover the State share, as outlined below. These grants will be used for the design and permit phase of the Taxiway A ("Alpha") reconstruction.

Total project costs covered by this grant are:

SOURCE	AMOUNT	%
<i>Federal Share</i>	\$ 342,810.00	90%
<i>State Share</i>	\$ 19,045.00	5%
<i>Local Share</i>	\$ 19,045.00	5%
TOTAL	\$ 380,900.00	100%

Sincerely,

Daniel Shearer
Airport Manager

Enclosures

City of Pittsfield

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

No. _____

IN CITY COUNCIL

AN ORDER

Ordered: **AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS IN THE AMOUNT OF \$342,810 FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION**

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 Three Hundred Forty-Two Thousand Eight Hundred Ten Dollars (\$342,810.00) from the United States Department of Transportation, by and through its Federal Aviation Administration for the Airport Improvement Program (AIP) Project No. 3-25-0041-040-2024.

Said grant is ninety percent (90%) of the approved project cost of \$380,900.00 for construction phase of obstruction removal work. Therefore, the breakdown of funds is as follows:

Federal Share:	\$ 342,810.00
State Share:	\$ 19,045.00
City Share:	\$ 19,045.00
Total:	\$ 380,900.00

Ordered further:

That the City of Pittsfield, acting by and through its Mayor and City Council, hereby authorizes the Pittsfield Municipal Airport Commission and/or its agent to expend said grants of funds in accordance with the provisions of Massachusetts General Laws, Chapter 44, Section 53A, a copy of which is attached to this Order.

That the City of Pittsfield, acting by and through its Municipal Airport Commission, is hereby authorized to execute any and all other documents necessary to implement this Order.



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
New England Region
CT, ME, MA, NH, RI, & VT

Airports Division (ANE-600)
1200 District Avenue
Burlington, MA 01803

July 30, 2024

Mr. Thomas Sakshaug D.D.S
Chair, Pittsfield Municipal Airport Commission
832 Tamarack Road
Pittsfield, MA 01201

Dear Mr. Sakshaug:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-25-0041-040-2024 at Pittsfield Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized **no later than August 19, 2024.**
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws

on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

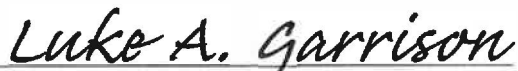
Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Samantha Smithies, (781) 238-7605, samantha.a.smithies@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Luke A. Garrison (Jul 30, 2024 06:52 EDT)

Luke A. Garrison
Acting Deputy Director



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date July 30, 2024

Airport/Planning Area Pittsfield Municipal Airport

Airport Infrastructure Grant Number 3-25-0041-040-2024

Unique Entity Identifier DG3AQ4WL5JW7

TO: City of Pittsfield, MA

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

This grant channels through the Commonwealth of Massachusetts.

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 03, 2024, for a grant of Federal funds for a project at or associated with the Pittsfield Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Pittsfield Municipal Airport (herein called the "Project") consisting of the following:

Reconstruct Taxiway A Phase I - Design & Obtain Permits,

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated

Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$342,810.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning;

\$342,810 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. **Close Out and Termination**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before August 19, 2024**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. Build America, Buy America. The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:

- a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 2022, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals.
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 - b. Investigation of Complaints.

1. **Submission of Complaint.** A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 2. **Time Limitation for Submittal of a Complaint.** A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 3. **Required Actions of the Inspector General.** Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. **Remedy and Enforcement Authority.**
1. **Assumption of Rights to Civil Remedy.** Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

SPECIAL CONDITIONS

30. The FAA, in tendering this offer on behalf of the United States, recognizes the existence of an agency relationship between the City of Pittsfield, Massachusetts, as principal, and the Massachusetts Aeronautics Commission, as agent, created by an Agreement of Agency dated April 21, 1971, which is incorporated herein by reference. The sponsor agrees it will not amend, modify or terminate said Agreement of Agency without the prior written approval of the FAA.
31. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
32. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
33. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

34. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America’s Workers.
35. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 “Grant Assurances” requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Luke A. Garrison
Luke A. Garrison (Jul 30, 2024 06:52 EDT)
(Signature)

Luke A. Garrison
(Typed Name)

Acting Deputy Director
(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Pittsfield, MA

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the Commonwealth of Massachusetts. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor’s Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (City of Pittsfield, MA), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of April 03, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Application for Federal Assistance SF-424

*1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

*2. Type of Application

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4-3-2024

4. Applicant Identifier:

PSF

5a. Federal Entity Identifier:

3-25-0041-

*5b. Federal Award Identifier:

3-25-0041-

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Pittsfield Municipal Airport

*b. Employer/Taxpayer Identification Number (EIN/TIN):

05-6001408

*c. UEI:

DG3AQ4WL5JW7

d. Address:

*Street 1: 832 Tamarack Road

Street 2: _____

*City: Pittsfield

County/Parish: _____

*State: MA

*Province: _____

*Country: USA: United States

*Zip / Postal Code 01201-8018

e. Organizational Unit:

Department Name:

City of Pittsfield

Division Name:

Pittsfield Municipal Airport Commission

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Thomas

Middle Name: _____

*Last Name: Sakshaug

Suffix: _____

Title: Airport Commission Chair

Organizational Affiliation:

Pittsfield Municipal Airport

*Telephone Number: 413-448-9790

Fax Number:

*Email: doctom1977@gmail.com

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

N/A

***Title:**

N/A

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

Design / Permit for Taxiway 'A' Reconstruction

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: MA-01	*b. Program/Project: MA-01
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 08/01/2024	*b. End Date: 07/01/2025
18. Estimated Funding (\$):	
*a. Federal	\$ 342,810
*b. Applicant	\$ 0
*c. State	\$ 19,045
*d. Local	\$ 19,045
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 380,900
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____ . <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
*20. Is the Applicant Delinquent On Any Federal Debt?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", explain:	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001) <input checked="" type="checkbox"/> ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Mr.	*First Name: Thomas
Middle Name:	
*Last Name: Sakshaug	
Suffix:	
*Title: Airport Commission Chair	
*Telephone Number: 413-448-9790	Fax Number:
* Email: doctom1977@gmail.com	
*Signature of Authorized Representative: <i>Thomas Sakshaug</i>	*Date Signed: 03/25/2024



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

Peter M. Marchetti
Mayor

August 6, 2024

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

Dear Councilors,

Submitted herewith for your consideration is an Order authorizing the City Treasurer with the approval of the Mayor to borrow, under the provisions of M.G.L. Chapter 44, or any other enabling authority, a sum not exceeding \$380,900.00 for the design and permitting of Taxiway A at the Pittsfield Municipal Airport.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure

City of Pittsfield

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

No. _____

IN CITY COUNCIL

AN ORDER

AN ORDER AUTHORIZING THE CITY TREASURER WITH THE APPROVAL OF THE MAYOR TO BORROW, UNDER THE PROVISIONS OF M.G.L. CHAPTER 44, OR ANY OTHER ENABLING AUTHORITY, A SUM NOT EXCEEDING \$380,900 FOR THE DESIGN AND PERMITTING OF TAXIWAY A AT THE PITTSFIELD MUNICIPAL AIRPORT

Ordered:

That the sum of Three Hundred and Eighty Thousand and Nine Hundred Dollars be and hereby is appropriated to pay costs of design and permitting of taxiway A at the Pittsfield Municipal Airport and to pay all costs described below, and for the payment of all other costs incidental and related thereto:

And that to raise this appropriation, the City Treasurer, with the approval of the Mayor, is hereby authorized to borrow not exceeding the sum of \$380,900 under and pursuant to the various portions of the General Laws described above, as amended and supplemented, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor. The amount authorized as described above shall be reduced to the extent of any grants, gifts or reimbursements received by the City on account of the project prior to the issuance of any permanent bonds on account thereof.

AND FURTHER ORDERED:

That the City Treasurer is authorized to file an application with The Commonwealth of Massachusetts' Municipal Finance Oversight Board to qualify under Chapter 44A of the General Laws any and all bonds or notes of the City authorized by this vote or pursuant to any prior vote of the City, and to provide such information and execute such documents as the Municipal Finance Oversight Board of The Commonwealth of Massachusetts may require.

AND FURTHER ORDERED:

That in accordance with Chapter 44, Section 20 of the General Laws, the premium received by the City upon the sale of any bonds or notes thereunder, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to pay project costs and the amount authorized to be borrowed for each such project shall be reduced by the amount of any such premium so applied.



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

Peter M. Marchetti
Mayor

August 6, 2024

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

Dear Councilors,

Submitted herewith for your consideration is an Order authorizing the City of Pittsfield to enter into a ground lease extension and amendment within RingSquared APC LLC for certain premises within the Pittsfield Watershed area of Washington Mountain Road in Washington, Massachusetts.

Respectfully submitted,

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



CITY OF PITTSFIELD

OFFICE OF THE CITY SOLICITOR, 70 ALLEN STREET, SUITE 200, PITTSFIELD, MA 01201
TEL. (413) 499-9352
FAX (413) 499-9354

August 5, 2024

Peter Marchetti, Mayor
Mayor's Office
70 Allen Street
Pittsfield, MA. 01201

Re: Washington Mountain Road Ground Lease Extension and Amendment

Dear Mayor Marchetti:

On August 28 1986, the City entered into a long term ground lease agreement (20 year term with a 20 year extension) with Petricca Communications Systems, Inc. ("Petricca) for 6.71 acres of located in the City of Pittsfield Watershed area, off Washington Mountain Road in the Town of Washington, Massachusetts on which Petricca built a communication tower. In 2013, Petricca Communications Systems, Inc. assigned the lease to AccessPlus Communications Inc. ("AccessPlus").

AccessPlus has assigned the lease to RingSquared APC LLC which has requested that the City enter into an Extension and Amendment to the 1986 Lease Agreement, extending the term of the lease to July 31 2046, with a right to extend the lease for a further 20 years through July 31, 2066.

A copy of the Ground Lease Extension and Amendment is attached.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Stephen N. Pagnotta", is written over the text "Respectfully Submitted,".

Stephen N. Pagnotta

SNP/hlg

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

Ordered:

AUTHORIZING THE CITY OF PITTSFIELD TO ENTER INTO A GROUND LEASE EXTENSION AND AMENDMENT WITH RINGSQUARED APC LLC FOR CERTAIN PREMISES WITHIN THE PITTSFIELD WATERSHED AREA OF WASHINGTON MOUNTAIN ROAD IN WASHINGTON, MASSACHUSETTS

That the City of Pittsfield, acting by and through its Mayor and City Council, is hereby authorized to enter into a 20 year Ground Lease Extension and Amendment with (1) 20 year extension with RingSquared APC LLC for certain premises within the City of Pittsfield Watershed area of Washington Mountain Road, in the Town of Washington, Massachusetts, containing approximately 6.71 acres of land, substantially in accordance with the terms set forth in the attached Ground Lease Extension and Amendment.

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

No. _____

AN ORDER

IN CITY COUNCIL

Read and adopted. Yeas _____, Nays _____

_____ Pres.

_____ Clerk

PRESENTED TO THE MAYOR

For approval _____

_____ City Clerk

MAYOR'S OFFICE

Approved _____

_____ Mayor

GROUND LEASE EXTENTION AND AMENDMENT

THIS GOUND LEASE EXTENTION AND AMENDMENT (this "Amendment") is entered into effective as of the ___ day of _____, 20__ (the "Effective Date"), by and between **City of Pittsfield**, a Massachusetts municipal corporation ("**Lessor**") and **RingSquared APC LLC**, a Delaware limited liability company ("**Lessee**"). Any capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Lease (defined below).

RECITALS

WHEREAS, AccessPlus Communications, Inc., successor-in-interest to Petricca Communications Systems, Inc. ("**AccessPlus**") and the Lessor are parties to that certain Ground Lease dated August 28, 1986 (the "**Lease**"), whereby Lessor agreed to lease to AccessPlus, and AccessPlus agreed to lease from Lessor, certain premises within the City of Pittsfield Watershed area of Washington Mountain Road, in the Town of Washington, Massachusetts, containing approximately 6.71 acres of land, as more particularly described in the Lease;

WHEREAS, the Term of the Lease commenced on August 1, 1986 and continues until July 31, 2026;

WHEREAS, AccessPlus assigned the Lease to Lessee dated as of the Effective Date above; and

WHEREAS, the parties mutually desire to extend the duration of the Lease and modify the terms of the Lease, on the terms and conditions provided in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Extension of Lease Term. The Lease is hereby extended from and after the Effective Date by an additional twenty (20) years, through July 31, 2046 (hereinafter, the "**Extension Term**") on the same terms and conditions as set forth in the Lease, except as provided herein.

2. Renewal Option. The parties agree that Section 2 of the Lease is hereby amended by inserting at the end of the existing provision the following:

Lessee, its successors and permitted assigns shall have a one-time right and option to extend the Lease for twenty (20) years, commencing August 1, 2046 and

expiring July 31, 2066 (the “**Optional Renewal Term**”), provided Lessee is not in material default of this Lease beyond any applicable cure period at the time of the exercise of this option to renew (the “**Renewal Option**”). In order to exercise the Renewal Option, Lessee shall notify Lessor in writing, at least six (6) months prior to the expiration of the Term, as the same is extended hereby. Lessor and Lessee agree that, in the event Lessee has exercised the Renewal Option, the Lease shall continue to be governed by the same terms and conditions of the Lease, except as provided herein.

3. Annual Rentals. The fixed annual rental under Section 3 of the Lease is hereby amended as follows:

- a. The fixed annual rentals payable shall be \$2,500.00, payable on August 1 of each year beginning on the Effective Date and through the Extension Term.
- b. During the Optional Renewal Term, the fixed annual rentals shall be \$3,000.00, payable on August 1 of each year of the Optional Renewal Term.

4. Binding Effect. This Amendment is governed by the laws of the Commonwealth of Massachusetts and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Ratification. Any terms, covenants, and conditions of the Lease not specifically supplemented, modified, or revised herein are hereby reaffirmed and ratified in their entirety and shall remain in effect during the entire Term, except to the extent that any such terms, covenants or conditions have been nullified hereby or conflict or are inconsistent with the terms of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment or caused it to be executed by a duly authorized representative, as of the Effective Date first above written.

RINGSQUARED APC LLC,
a Delaware limited liability company

THE CITY OF PITTSFIELD,
a Massachusetts municipal corporation

By: _____

By: _____

Name: Kevin Alward

Name: Peter Marchetti

Title: Manager

Title: Mayor

Stephen N. Pagnotta

From: Eugene Friedman <efriedman@gertsburglicata.com>
Sent: Wednesday, May 8, 2024 12:00 PM
To: Stephen N. Pagnotta
Cc: Melissa Shy
Subject: RE: [EXTERNAL] RE: Tower on Washington Mt Rd (RingSquared APC - AccessPlus Communications)

Steve:

I believe the current Lease is set to expire on 08-31-26. Our intent was to have the extension add 40 years to the Lease term (20 years + 20 option years), keep the current rents unchanged for remainder of original term (until July 31, 2026), and escalate the rents for the 20-year extension term and again for the optional 20-year term.

The Agreement itself—whereby the parties mutually commit to the extended term and rent hikes—should become effective at the time of signing. We may need to update the language if contradicts the intended results. I am remote today; can you please send me the version of the Lease Extension that you are working on? I will review and revert back.



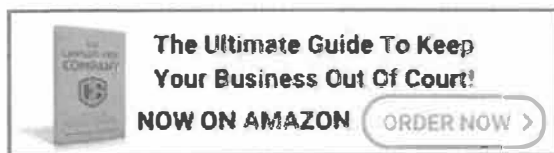
Gene Friedman, Esq.
Partner

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**BEST
EMPLOYERS
IN OHIO**
2023 CRAIWS CLEVELAND BUSINESS

From: Stephen N. Pagnotta <spagnotta@docatty.com>
Sent: Wednesday, May 8, 2024 9:55 AM
To: Eugene Friedman <efriedman@gertsburglicata.com>

Cc: Melissa Shy <mshy@gertsburglicata.com>

Subject: RE: [EXTERNAL] RE: Tower on Washington Mt Rd (RingSquared APC - AccessPlus Communications)

EXTERNAL EMAIL: Please exercise caution. VERIFY links and attachments BEFORE clicking.

As I was inserting the new rents into the lease extension, I noted that the effective date was August 1, 2026.

At the City Council meeting, I may get push back for agreeing to a lease extension to occur 2 years out when a different City Council may be sitting.

Is there any reason why the lease extension could not be effective August 1, 2024 with the next term running from August 1, 2024 to July 31, 2044 and the 20 year extension running from August 1, 2044 to July 31, 2064.

From: Eugene Friedman <efriedman@gertsburglicata.com>

Sent: Monday, May 6, 2024 3:04 PM

To: Stephen N. Pagnotta <spagnotta@docatty.com>

Cc: Melissa Shy <mshy@gertsburglicata.com>

Subject: RE: [EXTERNAL] RE: Tower on Washington Mt Rd (RingSquared APC - AccessPlus Communications)

Thank you for the update, Mr. Pignotta.

I appreciate your assistance with this matter.

Please advise if someone from RingSquared APC (AccessPlus) needs to attend the City Council meeting on 05/14.



Gene Friedman, Esq.
Partner

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f. (216) 920-9998

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From: Stephen N. Pagnotta <spagnotta@docatty.com>

Sent: Monday, May 6, 2024 9:15 AM

To: Eugene Friedman <efriedman@gertsburglicata.com>

Cc: Melissa Shy <mshy@gertsburglicata.com>

Subject: RE: [EXTERNAL] RE: Tower on Washington Mt Rd (RingSquared APC - AccessPlus Communications)

EXTERNAL EMAIL: Please exercise caution. VERIFY links and attachments BEFORE clicking.

I met with the mayor this morning and he will agree to sign the lease extension. Because of the length of the lease, the City Council needs to approve the extension.

This matter should be on the agenda for the next City Council meeting on May 14th.

From: Eugene Friedman <efriedman@gertsburglicata.com>
Sent: Monday, April 29, 2024 12:40 PM
To: Stephen N. Pagnotta <spagnotta@docatty.com>
Cc: Melissa Shy <mshy@gertsburglicata.com>
Subject: RE: [EXTERNAL] RE: Tower on Washington Mt Rd (RingSquared APC - AccessPlus Communications)

Attorney Pagnotta:

I am following up on our communications below and hope this email finds you well. Please provide a status update on the review of the ground lease extension for the Washington Mt Rd tower. If there is anything I can further provide to facilitate your communications with the City, please advise.

Best,



Gene Friedman, Esq.
Partner

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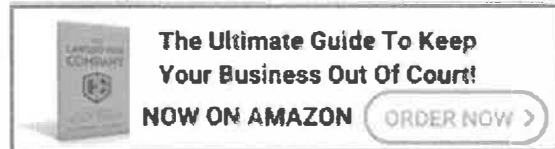
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f. (216) 920-9998

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From: Eugene Friedman
Sent: Monday, April 15, 2024 9:15 AM
To: Stephen N. Pagnotta <spagnotta@docatty.com >
Cc: Melissa Shy <mshy@gertsburglicata.com >
Subject: RE: [EXTERNAL] RE: Tower on Washington Mt Rd (RingSquared APC - AccessPlus Communications)

Attorney Pagnotta:

As a follow-up to our recent discussion, below is a summary of the services RingSquared APC dba AccessPlus provides to the City and/or the State:

- Wireless connection from the Waste Water Treatment Plant to City Hall (in place, but not currently in use).
- State of MA State Park services to Pittsfield State Forest and Savoy State Park.
- Connectivity to the State for weather information off of Mount Greylock

RingSquared APC dba AccessPlus provides the following services to the City of Pittsfield, which do not currently involve the tower:

- Primary Internet provider to the City of Pittsfield
- Connections from Ashley & Cleveland Reservoirs to Water Dept HQ
- Connectivity for the Pittsfield Fire Department
- Connectivity for the Pittsfield Police Department
- Maintenance and repair of all City of Pittsfield fiber optic cables
- Installation of all new fiber optic installations for City of Pittsfield

Thank you,



Gene Friedman, Esq.
Partner

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2023 CRAVINS CLEVELAND BUSINESS

From: Eugene Friedman

Sent: Thursday, April 11, 2024 11:18 AM

To: Stephen N. Pagnotta <spagnotta@docatty.com>; Grunin, Heather <hgrunin@cityofpittsfield.org>

Cc: Jason Cummins <jason.cummins@getaccessplus.com>; Kevin Alward <kevin.alward@ringsquared.com>; Doug Norton <doug.norton@getaccessplus.com>

Subject: RE: [EXTERNAL] RE: Tower on Washington Mt Rd

Attorney Pagnotta:

It was a pleasure speaking with you moments ago. I will follow-up with you directly to provide the information you requested regarding the services being provided concerning the Washington tower.

My contact information is below.

Best,



Gene Friedman, Esq.
Partner

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2023 CRAIWS CLEVELAND BUSINESS

From: Doug Norton <doug.norton@getaccessplus.com>

Sent: Thursday, April 11, 2024 10:57 AM

To: Stephen N. Pagnotta <spagnotta@docatty.com>; Grunin, Heather <hgrunin@cityofpittsfield.org>

Cc: Jason Cummins <jason.cummins@getaccessplus.com>; Kevin Alward <kevin.alward@ringsquared.com>; Eugene Friedman <efriedman@gertsburglicata.com>; Doug Norton <doug.norton@getaccessplus.com>

Subject: RE: [EXTERNAL] RE: Tower on Washington Mt Rd

You don't often get email from doug.norton@getaccessplus.com. [Learn why this is important](#)

EXTERNAL EMAIL: Please exercise caution. VERIFY links and attachments BEFORE clicking.

Atty Pagnotta,

I hope you are well and the new administration has gotten settled in.

I was hoping we could get the Washington Mt Road tower lease finalized. In our email on February 29th (below) we suggest the rents increases. Have you had a chance to review these.

Please let us know if this is acceptable and what the next steps are to get the new agreement implemented.

If you feel that an in-person meeting or a video call would be helpful, we can support either one.

If you would like to have direct communications with our legal team, please feel free to contact Gene Friedman. I have provided his contact information below.

Thanks for your help in this matter!

Regards,
Doug Norton, President





Gene Friedman, Esq.
Partner

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o.(216) 573-6000 x7778

c.(216) 258-4239

f. (216) 920-9998

From: Doug Norton <doug.norton@getaccessplus.com>

Sent: Thursday, February 29, 2024 5:26 PM

To: Stephen N. Pagnotta <spagnotta@docatty.com>; Grunin, Heather <hgrunin@cityofpittsfield.org>

Cc: Jason Cummins <jason.cummins@getaccessplus.com>; Kevin Alward <kevin.alward@ringsquared.com>; Eugene Friedman <efriedman@gertsburglicata.com>

Subject: RE: [EXTERNAL] RE: Tower on Washington Mt Rd

Atty Pagnotta,

We propose the following rents:

- Increase the annual rents to \$2,500 for the 20-year extension period, August 1, 2026 to July 31, 2046;
- Increase the annual rents to \$3,000 for the optional 20-year extension period (August 2046 to July 2066).

The proposal is made in good faith, based on our estimated market rents for ground leases in primarily rural areas.

Best,

Doug Norton, President



From: Stephen N. Pagnotta <spagnotta@docatty.com>

Sent: Tuesday, February 27, 2024 4:21 PM

To: Doug Norton <doug.norton@getaccessplus.com>; Grunin, Heather <hgrunin@cityofpittsfield.org>

Cc: Jason Cummins <jason.cummins@getaccessplus.com>; Kevin Alward <kevin.alward@ringsquared.com>; Eugene Friedman <efriedman@gertsburglicata.com>

Subject: RE: [EXTERNAL] RE: Tower on Washington Mt Rd

I spoke with the Mayor and he requested that you provide a suggestion for rent going forward.

The current rent is based on the 1986 agreement and has not been fully updated to keep up with the times.

Stephen N. Pagnotta

Donovan O'Connor & Dodig, LLP

spagnotta@docatty.com

website: www.docatty.com

Mailing address:

1330 Mass MoCA Way
North Adams, MA 01247
Tel. (413) 663-3200
Fax (413) 663-7970

Located at:

Building 13, Floor 3, Mass MoCA
87 Marshall Street, North Adams, MA

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From: Doug Norton <doug.norton@getaccessplus.com>
Sent: Tuesday, February 27, 2024 3:42 PM
To: Stephen N. Pagnotta <spagnotta@docatty.com>; Grunin, Heather <hgrunin@cityofpittsfield.org>
Cc: Jason Cummins <jason.cummins@getaccessplus.com>; Kevin Alward <kevin.alward@ringsquared.com>; Eugene Friedman <efriedman@gertsburglicata.com>
Subject: RE: [EXTERNAL] RE: Tower on Washington Mt Rd

Atty Pagnotta,

I wanted to follow up to see if any progress has been made with this lease renewal.

Thanks!!

Doug Norton

From: Stephen N. Pagnotta <spagnotta@docatty.com>
Sent: Wednesday, January 17, 2024 1:24 PM
To: Doug Norton <doug.norton@getaccessplus.com>; Grunin, Heather <hgrunin@cityofpittsfield.org>
Cc: Jason Cummins <jason.cummins@getaccessplus.com>; Kevin Alward <kevin.alward@ringsquared.com>
Subject: [EXTERNAL] RE: Tower on Washington Mt Rd

Thank you.

Let get back to you shortly.

From: Doug Norton <doug.norton@getaccessplus.com>
Sent: Wednesday, January 17, 2024 1:08 PM
To: Stephen N. Pagnotta <spagnotta@docatty.com>; Grunin, Heather <hgrunin@cityofpittsfield.org>
Cc: Jason Cummins <jason.cummins@getaccessplus.com>; Doug Norton <doug.norton@getaccessplus.com>; Kevin Alward <kevin.alward@ringsquared.com>
Subject: Tower on Washington Mt Rd

Atty Pagnotta and Heather,

Thank you very much for your help with the Estoppel when we were transitioning the company last summer!!

At that time, we had presented a template for a renewed lease agreement. We all agreed that the process to get that approved would take some time, so we did not pursue it in July.

We would like restart that process. I have attached the document.

Can you relook at this and suggest the next steps that would be required to get the lease renewed.

Thanks,
Doug Norton
President



From: dnorton@accesspluscom.com < dnorton@accesspluscom.com >
Sent: Monday, July 24, 2023 9:51 PM
To: 'Grunin, Heather' < hgrunin@cityofpittsfield.org >
Cc: 'Pagnotta, Stephen' < spagnotta@docatty.com >
Subject: RE: Estoppel for Washington Mt Rd

Thank you very much!!!

Doug

From: Grunin, Heather < hgrunin@cityofpittsfield.org >
Sent: Monday, July 24, 2023 3:51 PM
To: dnorton@accesspluscom.com
Cc: Pagnotta, Stephen < spagnotta@docatty.com >
Subject: Estoppel for Washington Mt Rd

Doug,

Please find attached signed documents for the above matter. See you Thurs. to pick up the original.

Heather Grunin
Legal Assistant, Office of the Solicitor
City of Pittsfield
70 Allen Street
Pittsfield, MA. 01201
(413)499-9352 ext. 352
hgrunin@cityofpittsfield.org

Heather Grunin
Legal Assistant

Solicitor's Office
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201
(413) 499-9352
hgrunin@cityofpittsfield.org
www.cityofpittsfield.org

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

Peter M. Marchetti
Mayor

August 6, 2024

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

Dear Councilors,

Submitted herewith for your consideration is a Traffic Order amending parking regulations on Goodrich Street to allow parking on the west side of the 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

Amending Parking Regulations on Goodrich Street

Honorable members of the City Council:

I request that the council refer to the traffic commission the attached order to amend parking regulations on Goodrich Street. At present Goodrich Street has a parking restriction limiting the on-street parking to 1 hour along the west side of the street. The order proposes removing Goodrich Street from the list of streets where parking is limited to a maximum of 1 hour, thereby allowing parking on the west side of the street without a time limit. This change comes at the request of residents who live on the street.

Sincerely,

A handwritten signature in black ink that reads "Tyler Shedd". The signature is written in a cursive style with a large, stylized 'T' and 'S'.

Tyler Shedd, P.E.
City Engineer

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

TRAFFIC ORDER

No.

Ordered:

AMENDING PARKING REGULATIONS ON GOODRICH STREET

Section 1

By virtue of and pursuant to the authority granted by Chapter 13, Article V of the Code of the City of Pittsfield, Massachusetts, it is hereby determined and ordered that Traffic Order #13, "ESTABLISHING WAYS AND PARTS OF WAYS UPON WHICH PARKING IN EXCESS OF ONE HOUR IS PROHIBITED", as amended is hereby further amended by striking therefrom the following:

Goodrich Street:

West side: All.

Section 2

That this order shall take effect upon approval by the City Council of the City of Pittsfield, seven days after publication by the City Clerk and upon the 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

Peter M. Marchetti
Mayor

August 6, 2024

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

Dear Councilors,

Submitted herewith for your consideration is an Ordinance amending the City Code, Chapter 16, Human Resources, Attachment 1, Compensation Schedules. The amendments made to this ordinance include upgrading the positions of Fire Chief and City Solicitor and creating a new Deputy Commissioner position.

The position of Fire Chief is proposed to change from a grade M-11 to a grade M-12 to make the position comparable to the Police Chief position, which was upgraded from a grade M-11 to M-12 in 2023.

The position of City Solicitor is proposed to change from a grade M-9 to a grade M-10. The individual presently serving in this role has given their notice to retire which will create a vacancy. The city will begin the process to fill the vacancy by completing an RFP for a law firm and conducting a personnel search.

In addition, I intend to create a new Deputy Commissioner position within the Department of Public Services & Utilities. Last spring the city hired a consultant to explore and provide recommendations regarding ways to improve efficiency in the department including the creation of a deputy commissioner position. The Deputy Commissioner will assist the Department of Public Services & Utilities Commissioner by overseeing day-to-day operations and providing the necessary support and structure that is critically needed in this department. As a result, the department will see heightened operational efficiency, increased communication and community engagement, and better management of projects and execution of plans.

Thank you for your consideration of these requests that are crucial to ensuring the City of Pittsfield attracts and retains the most qualified and efficient individuals.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "P. Marchetti". The signature is fluid and cursive, starting with a large, circular initial "P".

Peter M. Marchetti, Mayor

PMM/bmw
Enclosure



DEPARTMENT OF HUMAN RESOURCES
CITY HALL, SUITE 107
70 ALLEN STREET
PITTSFIELD, MA 01201
PHONE: 413-499-9340 EMAIL: HR@cityofpittsfield.org



July 30, 2024

To: Mayor Peter Marchetti
From: Michael Taylor, Director of Human Resources
RE: Personnel Review Board, July 2024 Meeting

Dear Mayor Marchetti,

At your request, attached please find an amendment for chapter 16, Human Resources, attachment I. The requested changes were approved unanimously after a presentation to the Personnel Review Board on July 29, 2024.

The changes include the following:

Request to upgrade position:

- Fire Chief
- City Solicitor

Request to create new position:

- Deputy Commissioner

Thank you,

Michael Taylor



No.

City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

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

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 16, HUMAN RESOURCES

SECTION I

That the Code of the City of Pittsfield, Chapter 16, Human Resources be amended by deleting "attachment 1, compensation schedules", and replacing it in its entirety with the attached document.

SECTION II

Changes to ordinance shall be effective upon acceptance.

Approved as to Form and Legality,

City Solicitor

City of Pittsfield

[Ord. No. 1072, 9-17-2013; Ord. No. 1080, § I, 6-10-2014; Ord. No. 1084, § 1, 8-12-2014; Ord. No. 1086, § I, 10-28-2014; Ord. No. 1087, § I, 10-28-2014; Ord. No. 1089, § I, 11-25-2014; Ord. No. 1170, § I, 6-28-2016; Ord. No. 1184, § I, 4-11-2017; Ord. No. 1185, § I, 4-25-2017; Ord. No. 1194, § 1, 9-12-2017; § 1, 9-12-2017; Ord. No. 1196, I, 9-12-2017; Ord. No. 1197, § I, 9-26-2017; Ord. No. 1200, § I, 2-13-2018; Ord. No. 1201, § I, 2-13-2018; Ord. No. 1205, § I, 6-12-2018; Ord. No. 1208, § I, 8-14-2018; Ord. No. 1213, § I, 2-26-2019; Ord. No. 1216, § I, 3-26-2019; Ord. No. 1218, § I, 6-11-2019; Ord. No. 1224, § I, 2-25-2020; Ord. No. 1227, § I, 8-11-2020; Ord. No. 1235, § I, 3-9-2021; Ord. No. 1241, § I, 10-12-2021; Ord. No. 1242, § I, 10-12-2021; Ord. No. 1251, § I, 7-12-2022; Ord. No. 1252, § I, 8-9-2022, eff. 1-1-2023; Ord. No. 1255, § I, 9-27-2022; Ord. No. 1257, § I, 2-28-2023; Ord. No. 1270, § I, 10-10-2023; Ord. No. 1272, § I, 12-12-2023; Ord. No. 1276, § I, 5-14-2024]

Management/Department Head Classification:

<u>Title</u>	<u>Salary Grade</u>
Fire Chief	M-12
Police Chief	M-12
City Solicitor	M-10
Commissioner of Public Services and Public Utilities	M-10
Business Development Manager	M-9
Director of Community Development	M-9
Director of Finance and Administration/Treasurer	M-9
Director of Human Resources	M-9
Special Projects Manager	M-9
Assistant City Solicitor	M-8
Chief Assessor	M-8
City Engineer	M-8
Director of Building Maintenance	M-8
DPSU Business Manager	M-8
DPSU Deputy Commissioner	M-8
Building Commissioner	M-7
Chief Diversity Officer	M-7
Chief Information Officer	M-7
City Clerk	M-7
Director of Public Health	M-7
Library Director	M-7
Airport Manager	M-6
Assessor	M-6
City Accountant	M-6
City Planner	M-6
Community Development and Housing Program Manager	M-6
IT Support Specialist II	M-6
Parks, Open Space and Natural Resources Program Manager	M-6
Police Finance and Administration Manager	M-6
Public Health Nurse Manager	M-6
Purchasing Agent	M-6
Social Worker	M-6
Tax Collector	M-6
Director of Council on Aging	M-5
Director of Cultural Development	M-5
IT Business Analyst I	M-5
Director of Administration Services	M-4
Director of RSVP	M-4
Director of Veterans Services	M-4

Management Salary Schedule:

Grade	Minimum		Midpoint		Maximum
M-1	\$45,795.35	\$49,230.00	\$52,664.66	\$56,099.31	\$59,533.96
M-2	\$50,375.00	\$54,153.13	\$57,931.26	\$61,709.39	\$65,487.51
M-3	\$55,412.26	\$59,568.19	\$63,724.11	\$67,880.03	\$72,035.94
M-4	\$60,955.09	\$65,526.72	\$70,098.36	\$74,669.99	\$79,241.62
M-5	\$67,051.47	\$72,080.31	\$77,109.18	\$82,138.05	\$87,166.89
M-6	\$73,760.42	\$79,292.46	\$84,824.48	\$90,356.51	\$95,888.56
M-7	\$81,133.63	\$87,218.66	\$93,303.67	\$99,388.71	\$105,473.72
M-8	\$89,247.36	\$95,940.93	\$102,634.48	\$109,328.02	\$116,021.58
M-9	\$98,171.73	\$105,534.62	\$112,897.49	\$120,260.38	\$127,623.26
M-10	\$107,983.00	\$116,081.74	\$124,180.46	\$132,279.19	\$140,377.91
M-11	\$118,785.73	\$127,694.66	\$136,603.59	\$145,512.53	\$154,421.46
M-12	\$137,638.50	\$147,961.39	\$158,284.28	\$168,607.16	\$178,930.05
	Learning		Achieving		Exceeding

Non-Union/Non-Management Employee Classification:

Title	Salary Grade
Seasonal/Interns	1
Matrons	1
Kitchen Coordinator	2
Van Driver	2
COA Custodian	2
Activity Leader	2
COA Administrative Assistant (I)	2
COA Administrative Assistant (II)	3
RSVP Administrative Assistant	3
RSVP Volunteer Coordinator	3
Buyer	4
Executive Assistant to Police Chief	4
Outreach Program Assistant	5
Senior Day Program Coordinator	5
Assistant Clerk of Registrations/Elections	6
Executive Administrative Assistant (Police)	7
Airport Maintenance Technician	8
Deputy Purchasing Agent	9
Legal Assistant	9
Executive Assistant to Mayor	10
Administrative Coordinator	10
Human Resources Specialist	11
Grant Administrator	11
Crime Analyst	12/70
Emergency Co-Responder	12/75
Assistant Airport Manager	13

**Chapter 16, Attachment 1: Human Resources Classification Compensation Schedules
Non-Union/Non-Management Employee Salary Schedule 7.1.2024**

Grade 1	Hourly only								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$17.46	\$18.04	\$18.62	\$19.20	\$19.78	\$20.37	\$20.95	\$21.53	\$22.11	\$22.69

Grade 2	(37.5 hours)								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$18.62	\$19.18	\$19.75	\$20.35	\$20.96	\$21.59	\$22.23	\$22.90	\$23.59	\$24.29
\$36,309	\$37,398	\$38,520	\$39,676	\$40,866	\$42,092	\$43,355	\$44,655	\$45,995	\$47,375

Grade 3	(35 hours)								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$20.95	\$21.58	\$22.22	\$22.89	\$23.58	\$24.28	\$25.01	\$25.76	\$26.54	\$27.33
\$38,124	\$39,268	\$40,446	\$41,659	\$42,909	\$44,196	\$45,522	\$46,888	\$48,295	\$49,743

Grade 4	(35 hours)								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$22.11	\$22.77	\$23.46	\$24.16	\$24.89	\$25.63	\$26.40	\$27.19	\$28.01	\$28.85
\$40,242	\$41,449	\$42,693	\$43,974	\$45,293	\$46,652	\$48,051	\$49,493	\$50,978	\$52,507

Grade 5	(37.5 Hours)								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$22.11	\$22.77	\$23.46	\$24.16	\$24.89	\$25.63	\$26.40	\$27.19	\$28.01	\$28.85
\$43,117	\$44,410	\$45,742	\$47,115	\$48,528	\$49,984	\$51,483	\$53,028	\$54,619	\$56,257

Grade 6	(35 hours)								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$24.44	\$25.17	\$25.93	\$26.70	\$27.51	\$28.33	\$29.18	\$30.06	\$30.96	\$31.89
\$44,478	\$45,813	\$47,187	\$48,603	\$50,061	\$51,562	\$53,109	\$54,703	\$56,344	\$58,034

Grade 7	(35 hours)								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$25.60	\$26.37	\$27.16	\$27.98	\$28.82	\$29.68	\$30.57	\$31.49	\$32.43	\$33.41
\$46,596	\$47,994	\$49,434	\$50,917	\$52,444	\$54,018	\$55,638	\$57,307	\$59,027	\$60,797

Grade 8	(40 hours)								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$23.27	\$23.97	\$24.69	\$25.43	\$26.20	\$26.98	\$27.79	\$28.63	\$29.48	\$30.37
\$48,412	\$49,864	\$51,360	\$52,901	\$54,488	\$56,122	\$57,806	\$59,540	\$61,326	\$63,166

Grade 9	(35 hours)								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$26.77	\$27.57	\$28.40	\$29.25	\$30.13	\$31.03	\$31.96	\$32.92	\$33.91	\$34.92
\$48,714	\$50,176	\$51,681	\$53,231	\$54,828	\$56,473	\$58,167	\$59,912	\$61,710	\$63,561

Grade 10	(35 hours)								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$27.93	\$28.77	\$29.63	\$30.52	\$31.44	\$32.38	\$33.35	\$34.35	\$35.38	\$36.44
\$50,832	\$52,357	\$53,928	\$55,546	\$57,212	\$58,928	\$60,696	\$62,517	\$64,393	\$66,325

**Chapter 16, Attachment 1: Human Resources Classification Compensation Schedules
Non-Union/Non-Management Employee Salary Schedule 7.1.2024**

Grade 11	(35 hours)								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$29.09	\$29.97	\$30.87	\$31.79	\$32.75	\$33.73	\$34.74	\$35.78	\$36.85	\$37.96
\$52,950	\$54,539	\$56,175	\$57,860	\$59,596	\$61,384	\$63,225	\$65,122	\$67,076	\$69,088

Grade 12/70	(35 hours)								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$31.42	\$32.36	\$33.33	\$34.33	\$35.36	\$36.43	\$37.52	\$38.64	\$39.80	\$41.00
\$57,186	\$58,902	\$60,669	\$62,489	\$64,364	\$66,295	\$68,283	\$70,332	\$72,442	\$74,615

Grade 12/75	(37.5 hours)								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$29.33	\$30.21	\$31.11	\$32.05	\$33.01	\$34.00	\$35.02	\$36.07	\$37.15	\$38.26
\$57,186	\$58,902	\$60,669	\$62,489	\$64,364	\$66,295	\$68,283	\$70,332	\$72,442	\$74,615

Grade 13	(40 hours)								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$27.93	\$28.77	\$29.63	\$30.52	\$31.44	\$32.38	\$33.35	\$34.35	\$35.38	\$36.44
\$58,094	\$59,837	\$61,632	\$63,481	\$65,385	\$67,347	\$69,367	\$71,448	\$73,592	\$75,799

Chapter 16, Attachment 1: Human Resources Classification & Compensation Schedules

Miscellaneous Rates

Assessors Board Chairperson	\$2,000/yr.
City Council, each member	\$8,000/yr.
City Council, President	\$10,000/yr.
City Physician	\$12,000/yr.
Clerk of the Board of Health	\$1,500/yr.
Clerk of the City Council	\$4,000/yr.
Clerk of Committees	\$2,880/yr.
Management Agency (part-time)	
Election Inspectors	
• City election	\$195
• State/federal election	\$210
Election Clerks	
• City election	\$208
• State/federal election	\$224
Election Wardens	
• City election	\$221
• State/federal election	\$238
Fence Viewer	\$400/yr.
Inspector of Animals	\$4,500/yr.
Mayor	\$119,313/yr.
<i>(Annual increases shall be adjusted in July of each year and shall be based upon the annual change in the Consumer Price Index for All Urban Consumers for the prior January.)</i>	
School Committee	\$4,000/yr.
<i>(No benefits. Mayor shall not receive compensation for their membership on the School Committee)</i>	



DEPARTMENT OF HUMAN RESOURCES
CITY HALL, SUITE 107
70 ALLEN STREET
PITTSFIELD, MA 01201
PHONE: 413-499-9340 EMAIL: HR@cityofpittsfield.org



Agenda

Personnel Review Board

Monday, July 29, 2024

3PM, via Zoom

<https://us06web.zoom.us/j/88068982388>

Telephone Number: 929-205-6099

Meeting ID: 880 6898 2388

Pursuant to Governor Healey's March 29, 2023 extension of certain pandemic-inspired provisions of the Open Meeting Law, G.L. c. 30A, §18, and state and federal orders and guidance imposing strict limits on the number of people that may gather in one place, this meeting of the Personnel Review Board will be conducted exclusively via remote participation. For this meeting, members of the public who wish to participate may do so using the telephone number and meeting ID listed above. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post to the City's website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as possible after the meeting.

- I. Role Call
- II. Request to upgrade position:
 - a. Fire Chief
 - b. City Solicitor
- III. Request to create new position:
 - a. Deputy Commissioner



PERSONNEL REVIEW BOARD
Request for Position Change

Date: 6/27/24

1. *Department:* Pittsfield Fire Department

2. *Position Title:* Fire Chief

3. *General statement of duties and responsibilities for the current position.*

The position is responsible for planning, directing, and coordinating the activities and operations of the City's Fire Department and to ensure the effective and efficient provision of emergency and non-emergency fire services, including fire suppression, prevention, inspection, and education, and emergency medical services, emergency management, and planning.

4. *Proposed Title:* _____

5. *General statement of duties and responsibilities for the proposed position.*

6. *Current Salary per yr:* \$118,785 - \$154,421 (M-11)

7. *Proposed Salary per yr.* \$137,638 - \$178,930 (M-12)

8. *Hrs to be worked per wk.* 75 hours biweekly

9. *Work Schedule:* Monday-Friday, evenings and weekends as required.

10. *Explain the purpose for the upgrade.*

The purpose of the upgrade is to ensure internal equity with the Police Chief position, which was re-graded to M-12 in 2023. Additionally, this will help ensure the salary proposed is competitive in efforts to attract and retain highly-qualified candidates for the position, and appropriately reflect the magnitude of the position's responsibilities.

11. Is funding for this position in your current budget?

13. Please classify the current position (check all that apply):

- Non-union/Exempt
 Management
 Union Name of union _____

14. Please classify the proposed position (check all that apply):

- Non-union/Exempt
 Management
 Union Name of union _____

15. Has position been negotiated with/between union(s)? (If applicable)

N/A

Please submit the following information with this request:

- | | |
|--------------------------------------|---|
| a. Job Description(s) | c. Salary Table |
| b. Departmental Organizational Chart | d. Any additional information deemed relevant |

Submitted By: Peter Marchetti _____

Title: Mayor _____

Signature:  _____

Mayor: _____



City of Pittsfield

Job Description

Position Title:	Fire Chief	Grade Level:	M-12
Department:	Fire	Union/FLSA:	Non-union/Exempt
Reports to:	Mayor	Date Prepared:	July 2024

Job purpose

The position is responsible for planning, directing, and coordinating the activities and operations of the City's Fire Department and to ensure the effective and efficient provision of emergency and non-emergency fire services, including fire suppression, prevention, inspection, and education, and emergency medical services, emergency management, and planning. Responsible for the development and implementation of the fire department's standard operating guidelines and the enforcement of all applicable laws, codes, and standards. Serves as the City's Emergency Management Director.

Duties and responsibilities

1. Formulates, organizes, directs, supervises and coordinates the municipal fire service for the City; ensures effective and efficient provision of emergency and non-emergency services, including but not limited to fire suppression, emergency medical services, disaster planning and implementation, hazardous material management, fire prevention and education, and emergency management programs for the City.
2. Responds to major fire scenes in order to supervise actions of the fire service personnel.
3. Prepares and disseminates news releases to the media; plans and conducts hearings or meetings on issues of public concern.
4. Prepares and submits budget requests and administers department budget.
5. Attends conferences, meetings, seminars, and training programs with regards to professional development as necessary or assigned by the Mayor.
6. Provides all levels of training and refresher programs for all Firefighters, permanent and reserve, and associated program development and record keeping.
7. Interviews and selects personnel for promotion and entry-level positions; supervises personnel and conducts performance reviews annually and/or as needed, implements disciplinary action(s) when needed.
8. Supervises the requisition and purchase of equipment and supplies, and the care and maintenance of equipment, apparatus and stations.
9. Reviews & negotiates contract proposals from contractors and/or vendors; may participate in collective bargaining with the City and Firefighters union.
10. Performs other duties as assigned or required.

Qualifications

1. Must be a high school graduate, with a preferred education and graduation from a college or university in fire science, public administration, or a closely related field.
2. Ten years of outstanding experience as a Firefighter, at least five years of which shall have been in the rank of an Officer; or any combination of education and experience.
3. Knowledge of Massachusetts General Laws and state & local rules and regulations, local ordinances & bylaws that pertain to the operation of the fire department.
4. Knowledge of principles & practices of municipal fire service administration and management.
5. Ability to prepare and manage budgets; Ability to perform effective capital planning.
6. Ability to direct the operations of personnel and equipment under emergency conditions.



City of Pittsfield *Job Description*

7. Ability to establish and maintain effective and harmonious relationships with subordinates, the general public, and City officials; Ability to communicate clearly and concisely in writing and orally and to speak publicly on behalf of the town in crises situations.
8. Ability to organize, assign and direct the work of subordinates.
9. Knowledge of the principles, practices and techniques of supervision (including such areas of supervisory responsibility as planning, organizing, staffing, directing and controlling).
10. Knowledge of appropriate goals, objectives, methods, procedures & techniques of public relations that pertain to the operation of a fire department.
11. Ability to choose actions appropriate to the situation; Ability to confront problems & demonstrate sound judgement, take charge and assume responsibility.
12. Ability to coordinate the efforts of others in accomplishing assigned objectives.

Working conditions *(The characteristics described here are representative of those that the employee encounters while performing the essential functions of this job. Reasonable accommodations are considered to ensure individuals with disabilities can perform essential functions.)*

Work is performed primarily in office, vehicles, and outdoor settings; work is performed under variable weather conditions, including temperature extremes; incumbent is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents and oils; the noise level in the work environment is usually quiet in office setting, and loud at an emergency scene; some work is performed in emergency and stressful situations; the fire chief is on call 24 hours a day to respond to all fires and emergency incidents.

Regularly operates motor vehicle; When in the office, operates computer and standard office equipment such as telephone, copier, and fax; when at a fire or emergency the chief may be required to operate some or all of the following equipment; light trucks, heavy equipment, various power tools, and hand tools, fire apparatus, radio, and all standard firefighting equipment. Makes frequent contact with municipal and state officials, and other fire departments, the media, insurance companies, the general public, and other town departments.

Physical requirements *(The physical demands listed here are representative of those that must be met by the employee to successfully perform the essential functions of this job. Reasonable accommodations are considered to ensure individuals with disabilities can perform essential functions.)*

Minimal physical effort generally required for work performed in the office. Moderate to strenuous physical effort occasionally required in the performance of work at the scene of fires or emergencies which require long periods of time walking, standing, and exerting oneself. At fires, wears full protective equipment weighing approximately 50 pounds. On occasion will be required to lift fire equipment/apparatus which may weigh up to 100 pounds. Physical agility required to access all areas of inspection and fire sites. During emergencies may be required to stoop, kneel, crouch, crawl, reach with hands and arms, climb and balance on ladders at the scene of a fire. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Direct reports

Deputy Fire Chief(s)

Fire Captain(s)

Fire Lieutenant(s)

Firefighter(s)



City of Pittsfield

Job Description

Disclosure

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

EEO/AA

It is the policy of the City of Pittsfield not to discriminate against any employee because of age, race, color, religion, sex, marital status, sexual orientation, gender identity or expression, national origin, disability, pregnancy, veteran status or any other federally protected class.

Approved by:	
Date approved:	<i>August 2019</i>
Reviewed:	<i>July 2024</i>



PERSONNEL REVIEW BOARD
Request for Position Change

Date: 6/27/24

1. *Department:* Solicitor's Office

2. *Position Title:* City Solicitor

3. *General statement of duties and responsibilities for the current position.*

The City Solicitor serves as the chief legal officer of the City, providing legal counsel to the Mayor, City Council, and all City departments. The City Solicitor represents the City in all legal proceedings and advises on a wide range of legal issues including municipal law, litigation, contracts, real estate, and other legal matters.

4. *Proposed Title:* _____

5. *General statement of duties and responsibilities for the proposed position.*

6. *Current Salary per yr:* \$98,171-\$127,623 (M-9)

7. *Proposed Salary per yr:* \$107,983-\$140,377 (M-10)

8. *Hrs to be worked per wk:* 70 hours biweekly

9. *Work Schedule:* Monday-Friday, evening work as needed to attend meetings.

10. *Explain the purpose for the upgrade.*

The purpose of the upgrade is to ensure the salary proposed is competitive in efforts to attract and retain highly-qualified candidates for the position, and appropriately reflect the magnitude of the position's responsibilities.

11. Is funding for this position in your current budget?

13. Please classify the current position (check all that apply):

- Non-union/Exempt
 Management
 Union Name of union _____

14. Please classify the proposed position (check all that apply):

- Non-union/Exempt
 Management
 Union Name of union _____

15. Has position been negotiated with/between union(s)? (If applicable)

N/A

Please submit the following information with this request:

- | | |
|--------------------------------------|---|
| a. Job Description(s) | c. Salary Table |
| b. Departmental Organizational Chart | d. Any additional information deemed relevant |

Submitted By: Peter Marchetti _____

Title: Mayor _____

Signature:  _____

Mayor: _____

<u>Community</u>	<u>Community Title</u>	<u>Min Salary</u>	<u>Max Salary</u>	<u>Actual</u>	<u>Years of Service</u>	<u>Union (Y/N)</u>	<u>Notes (hours, contract, etc)</u>
Agawam	Solicitor	\$97,334.00	\$123,183.00	vacant		N	
Holyoke	City Solicitor	\$78,103.00	\$111,063.00	\$104,040.00	3	N	
West Springfield	Chief of Staff/Town Attorney			\$125,658.00	8	N	
Springfield	City Solicitor	\$124,501.56	\$161,913.44	\$210,000.00	>1	N	37.5 Hours
Westfield	First Assistant City Solicitor			\$105,009.00	10	N	



City of Pittsfield

Job Description

Position Title:	City Solicitor	Grade Level:	M-10
Department:	Solicitor's Office	Union/FLSA:	Non-union/Exempt
Reports to:	Mayor	Date Prepared:	July 2024

Job purpose

In accordance with the provisions outlined in City Code, Chapter 2, Article III, and under the general direction of the Mayor, the Solicitor prosecutes and defends all actions involving the City's interests and shall advise the Mayor, public officials, public school system, boards, departments, and agencies. The incumbent shall draft and/or approve legal documents, and represent the City before legislature. The Solicitor aids in the development and implementation of City policies, programs, plans, and procedures, and performs other duties as required by the Mayor or as dictated by job responsibilities.

The incumbent shall have outstanding interpersonal skills, be confident in their decision-making abilities, and overall demonstrate a solid command for the practice of municipal law.

Duties and responsibilities

1. Responsible for all legal affairs involving the City of Pittsfield; responsible for the administration of the City's law department functions as dictated by City Code, Massachusetts General Law, and Federal law.
2. Makes frequent contact with other City departments, City Councilors, public officials, other attorneys and their clients, and has occasional contact with the general public; furnishes legal advice to the Mayor, City Council, City Departments, School Department, boards, committees, etc.
3. Represents the City, its boards, agencies, departments, and officials in the prosecution of all actions and other legal proceedings and suits on its or their behalf.
4. Represents the City's interests in any matter before the Federal, Superior, Appeals, and Supreme Judicial courts, all administrative agencies of the Commonwealth and the District Court in which the interest and welfare of the City and its officials and employees may be directly or indirectly affected.
5. Attends and provides legal advice at all meetings of the City Council and meetings of other City boards and commissions as required/requested.
6. Communicates with attorneys representing private and public interest, judges, court personnel, etc.
7. Researches and renders opinions as to various legal issues which impact the City and its various boards, commissions and agencies; responsible for the preparation, filing, and provision of pleadings, discovery documents, briefs, etc. for court and administrative proceedings, as well as contracts, leases, conveyances, ordinances, deeds, and other legal documents/instruments as needed and/or requested.
8. Performs administrative tasks related to preparation of annual department budget and report; participates in department/staff meetings.
9. Prepares and approves proposed ordinances for final adoption.
10. Performs other duties as required or necessary.

Qualifications

1. Juris Doctor degree from an accredited institution
2. Ten (10) years or more of experience in the practice of law, with previous experience in municipal law required.
3. Any equivalent combination of education, training and experience, which provides the required knowledge, skills, and abilities to perform the essential functions of the job.



City of Pittsfield

Job Description

4. Licensed attorney admitted to practice in the Commonwealth of Massachusetts, as well as in federal courts.
5. Must possess extensive knowledge of municipal law, previous professional experience in the following areas: civil trial and appellate practice, administrative, environmental, zoning and land use, public sector, worker’s compensation, civil service law areas.
6. Ability to organize, interpret and apply legal principles, knowledge, and judgment to complex legal problems.
7. Ability to meet and effectively deal with persons interested or involved in suits against the City; ability to deal effectively and in a collaborative manner with elected officials and other City employees.
8. Ability to plan and supervise the work of other professional staff in Law Department.
9. Excellent interpersonal skills; must be able to readily comprehend business objectives; clearly and concisely articulate legal implications, alternatives, and ramifications.
10. Must be a strong advocate on behalf of City objectives and positions; highly skilled negotiator; discerns and clarifies essential issues.

Working conditions*(The characteristics described here are representative of those that the employee encounters while performing the essential functions of this job. Reasonable accommodations are considered to ensure individuals with disabilities can perform essential functions.)*

This is an office-based job in a dynamic municipal building. While performing the duties of the Solicitor, the incumbent is required to: interact and communicate frequently with the public, government officials, other staff members and boards, and/or third parties transacting business with the City. Requires periodic attendance at public meetings outside of normal working hours.

Physical requirements*(The physical demands listed here are representative of those that must be met by the employee to successfully perform the essential functions of this job. Reasonable accommodations are considered to ensure individuals with disabilities can perform essential functions.)*

Occasional walking, standing and climbing; regularly uses computer keyboards requiring eye-hand coordination and finger dexterity; may involve travel to meetings and other communities. Must lift/push/pull up to 15lbs

Direct reports

Legal Assistant
Assistant City Solicitor

Disclosure

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

EEO/AA

It is the policy of the City of Pittsfield not to discriminate against any employee because of age, race, color, religion, sex, marital status, sexual orientation, gender identity or expression, national origin, disability, pregnancy, veteran status or any other federally protected class.

Approved by:	
Date approved:	<i>June 2016</i>
Reviewed:	<i>July 2024</i>



PERSONNEL REVIEW BOARD
Request to Create New Position

Date: 6/27/24

1. Department: Public Services and Utilities

2. Position Title: Deputy Commissioner

3. Grade & Salary: Grade M-8, \$89,247-\$116,021

4. Hours per week: 40

5. Work Schedule: Monday-Friday, 7:30AM-4PM, occasional evening work as needed.

6. Is funding for this position in your current budget?

Currently, there is not funding the DPSU budget for this position.

7. Explain the need for the proposed position at this time.

The Deputy Commissioner shall assist the DPSU Commissioner in all aspects of operations and provide the necessary support and structure that is critically needed in this department. The position will bring heightened operational efficiency, increase community engagement, assist in executing plans and managing projects, and increase communication with other City departments and constituencies.

8. General statement of duties and responsibilities for proposed positions?

The Deputy Director assists the Director in planning, directing, and managing the operations and activities of the Public Services and Utilities Department. This role involves overseeing various divisions, ensuring the efficient delivery of public works services, and fostering a collaborative work environment. The Deputy Director is responsible for the execution of strategic initiatives, project management, and maintaining high standards of service delivery to the community.

9. How are these duties and responsibilities being performed at this time?

The Commissioner is performing these duties, with support from the division Superintendents.

10. If this position is full time, could it be changed to part time or temporary without serious consequences, or can the work be performed in fewer hours?

11. Provisions which will be made for emergency circumstances, i.e. functions that are connected with the public safety and health. Statement of emergency:

Assists in the coordination and management of emergency response efforts; Provides leadership during natural disasters, infrastructure failures, and other emergencies; Develops and implement contingency plans to ensure continuity of services.

12. Could this position be combined with another position? If so, explain. (For example, combining two part-time positions or merging with a similar position in another department)

N/A

13. If applicable: explain the possibility, as you have researched it, for contracting out the functions of this job.

N/A

14. Please classify this position (check all that apply):

- Exempt/Non-Exempt
- Management
- Union Name of union _____
- Other _____

Please submit the following information with this request:

- Job Description
- Departmental Organizational Chart
- Any additional information deemed relevant

Submitted by: Peter Marchetti

Title: Mayor

Signature: 

Mayor: _____

<u>Community</u>	<u>Community Title</u>	<u>Min Salary</u>	<u>Max Salary</u>	<u>Actual</u>	<u>Years of Service</u>	<u>Union (Y/N)</u>	<u>Notes (hours, contract, etc)</u>
Longmeadow	Operations Manager	\$79,996.00	\$104,000.00	\$83,428.00	2	N	40
Westfield	Deputy Superintendent	\$83,385.00	\$93,039.00			Y	35 hours
West Springfield	Deputy Director	\$66,690.00	\$87,400.00	\$91,000.00	16 with the Town, 4 as Deputy	Y	



City of Pittsfield

Job Description

Position Title:	Deputy Commissioner	Grade Level:	M-8
Department:	Public Services and Utilities	Union/FLSA:	Non-union/Exempt
Reports to:	Commissioner	Date Prepared:	July 2024

Job purpose

The Deputy Commissioner assists the Commissioner in planning, directing, and managing the operations and activities of the Public Services and Utilities Department (DPSU). This role involves overseeing various divisions, ensuring the efficient delivery of public works services, and fostering a collaborative work environment. The Deputy Commissioner is responsible for the execution of strategic initiatives, project management, and maintaining high standards of service delivery to the community.

Duties and responsibilities

1. Assists the Commissioner in managing the daily operations of DPSU.
2. Oversees the activities of various divisions, including water, wastewater, fleet maintenance, engineering, highway, parks maintenance and traffic divisions.
3. Ensures daily activities and special projects are completed on time, within budget, and to the required quality standards.
4. Provides leadership, guidance, and support to department staff; directs DPSU division superintendents on policy, procedure and standards for implementation of projects and programs.
5. Assists the Commissioner in the development and execution of long-term strategic plans for the department.
6. Monitors progress towards strategic goals and adjusts as necessary.
7. Ensures alignment of daily operations with the city's overall objectives.
8. Manages and oversees operational tasks to ensure compliance with regulations and standards.
9. Monitors the daily operations of the department to ensure alignment with the city's overall objectives and strategic goals.
10. Coordinates with other departments, contractors, consultants, and stakeholders to ensure seamless and efficient department operations.
11. Assists in the coordination and management of emergency response efforts; Provides leadership during natural disasters, infrastructure failures, and other emergencies; Develops and implements contingency plans to ensure continuity of services.
12. Manages and oversees snow operations, including snow removal, de-icing, and ensuring safe road conditions during winter weather events.
13. Research availability of, and prepares applications for, grants for federal or state funding assistance for public works projects and programs.
14. Responds to requests from citizens, local officials, and other City staff for information in relation to specific issues or problems; initiates appropriate corrective action to resolve problems.
15. Attends public meetings on behalf of the DPSU as needed or required.
16. Performs other duties as assigned or required.



City of Pittsfield

Job Description

Qualifications

1. Bachelor's degree with specialization in public or business administration, engineering, or related field.
2. Five (5) years or more of progressively responsible experience, with a minimum of three (3) years in a supervisory position.
3. Any equivalent combinations of education, training and experience which provide the required knowledge, skills and abilities to perform the essential function of the job shall be acceptable.
4. Licenses/certifications: Valid class D driver's license required
5. Strong, effective management and leadership skills; skill in developing policies and procedures to accomplish goals and objectives; imagination, innovation and judgment relating to planning and achieving department goals.
6. Ability to plan, assign and supervise the work of groups of employees engaged in a variety of public works construction and maintenance operations
7. Establishes and maintains collaborative and harmonious working relationships with City officials and departments, state agencies and the general public; ability to deal with employees tactfully and effectively and maintain positive relations.
8. Comprehensive technical and practical knowledge of the materials, methods and techniques relative to public works projects and construction contract administration and estimations; thorough knowledge of public works financing and civil engineering practices and techniques.
9. Knowledge of federal, state and local laws, regulations and policies which govern public works facilities, operations, projects and activities.
10. Communicates effectively in written and oral form; ability to prepare in-depth reports and translate technical information into laymen's terms.
11. Proficient computer and internet skills, especially in Microsoft Office programs.

Working conditions (*The characteristics described here are representative of those that the employee encounters while performing the essential functions of this job. Reasonable accommodations are considered to ensure individuals with disabilities can perform essential functions.*)

Office work and field supervision required. For work outdoors, the incumbent is subject to variable weather conditions and the hazards associated with construction sites and public works projects. Occasional evening and weekend work may be necessary. Ability to respond to emergencies outside of regular working hours. While performing the duties of the Deputy Commissioner, the incumbent is required to interact and communicate frequently with the public, government officials, other staff members and boards, and/or third parties conducting business with the City.

Physical requirements (*The physical demands listed here are representative of those that must be met by the employee to successfully perform the essential functions of this job. Reasonable accommodations are considered to ensure individuals with disabilities can perform essential functions.*)

Employee is regularly required to walk, stand, sit, talk, and hear; uses hands to finger, handle, feel or operate objects, tools, or controls, and reach with hands and arms as in picking up paper, files, and other common office objects. Must be able to traverse uneven terrain and access all areas of a construction site. May lift and/or move objects weighing up to 50 pounds. Vision and hearing at or correctable to normal ranges. Communicates verbally and in writing.



City of Pittsfield

Job Description

Direct reports

Division Superintendents and Managers

Disclosure

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

EEO/AA

It is the policy of the City of Pittsfield not to discriminate against any employee because of age, race, color, religion, sex, marital status, sexual orientation, gender identity or expression, national origin, disability, pregnancy, veteran status or any other federally protected class.

Approved by:	
Date approved:	
Reviewed:	<i>July 2024</i>



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

Peter M. Marchetti
Mayor

August 1, 2024

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

Dear Councilors,

At its April 9, 2024 meeting, the City Council voted to refer a petition from William Garrity requesting me to reactivate the city's Youth Commission. Therefore, submitted herewith for your consideration is an Ordinance amending the City Code, Chapter 2, Administration, Article XL, Youth Commission.

Respectfully submitted,

Peter M. Marchetti
Mayor

LMT/CVB

Enclosure



No.

City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2, ADMINISTRATION, ARTICLE XL. YOUTH COMMISSION

Page 1 of 2

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

The Code of the City of Pittsfield, Chapter 2, Administration, Article XL, Youth Commission shall be amended by striking the ordinance in its entirety and replacing with the following language:

Sec. 2-225. Established; title.

There is hereby established a municipal board to be known as the "Youth Commission of the City of Pittsfield."

Sec. 2-226. Composition and appointments.

(a) In accordance with Article 2, Section 2-10, Article 3, Section 3-3 and Article 6 of the City Charter, there is hereby established a commission to be known as the "Youth Commission." The mission of the Youth Commission will be to provide an ongoing forum for communication between City government and local youth.

(b) The Youth Commission shall consist of a total of 9 voting members, who shall be Pittsfield residents ages 13 to 17, two members shall be nominated from each high school and each middle school and one shall be an at-large school student. In addition, the Recreation and Special Event Coordinator and Youth Advisor shall serve as an ex officio members of the Youth Commission. One City Councilor, appointed by the City Council President, shall serve as a liaison for the City Council. The members of the Youth Commission shall have an understanding of the needs of young people in Pittsfield, experience with youth programs or youth organizations, or involvement with school or community activities. The members shall represent the diversity of ethnicity, race, gender, sexual orientation and socioeconomic status of the people of the City and shall be residents of the City.

(c) Each member shall serve a term of one year. In the event of a vacancy, the Mayor shall appoint a successor from the school where the vacancy occurred as soon as practicable, subject to City Council approval, and said successor shall fulfill the unexpired term of the member whose seat was vacated. In accordance with Article 10, Section 10-6(a) of the City Charter, the Commission shall choose from among its member a Chairperson, Vice Chair, Secretary and any other officer it deems necessary.

(d) Members of the Commission shall not be compensated, nor shall they be reimbursed for expenses.

**AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 2,
ADMINISTRATION, ARTICLE XL. YOUTH COMMISSION**

Page 2 of 2

Sec. 2-227. Powers and duties generally.

(a) The purpose of the Youth Commission is to provide a resource for City boards and agencies in areas involving youth to advocate on behalf of youth of Pittsfield; to enable an ongoing dialogue and exchange of views among such agencies regarding issues of youth; to make recommendations to and work closely with the Mayor to further the interests of youth; to coordinate as necessary the scheduling of special events; to encourage youth to submit petitions to the City Council; and to maintain a calendar of scheduled events for the youth in the City.

(b) The Youth Commission shall respond to requests for comments and recommendations on matters referred to the Commission by the Mayor, City Council, officers, departments, agencies, boards, commissions and advisory committees of the City of Pittsfield.

(c) The Youth Commission shall assist the City Council and Mayor coordinating its recommendations to eliminate duplication in cost and effort in the community. The Youth Commission shall:

- identify the concerns and needs of the youth of Pittsfield;
- review existing social, economic, educational, and recreational programs for youth;
- develop and propose plans that support or improve such programs;
- identify opportunities to expand neighborhood youth services in conjunction with local community boards;
- make recommendations to the Mayor and City Council.

This process will allow opportunities for effective participation by youth in the governmental process, and improve the social, economic, educational, and recreational advantages of the City's youth.

Sec. 2-228. Meetings.

The Commission shall meet at least quarterly. The Chairperson of the Commission shall declare vacant the seat of any member who misses two consecutive meetings, in any one year term, without a valid reason, as determined by the Chairperson. Upon such vacancy, the Chairperson will promptly notify the Mayor so that a replacement can be appointed.

Sec. 2-229. Youth Advisor.

The Mayor shall appoint a Youth Advisor who shall serve until a successor is duly appointed or qualified. No member of the Youth Commission may be appointed to serve as Youth Advisor. The Youth Advisor shall serve unpaid and may be removed by the Mayor. The duty of the Youth Advisor is to advise the Youth Commission on matters of procedure including posting agendas in

Chapter 2. Administration

ARTICLE XL. YOUTH COMMISSION

Sec. 2-225. Established; title.

[Ord. No. 707, § 1, 5-28-1992; Ord. No. 929, § 1, 5-25-2004; Ord. No. 1244, § 1, 10-26-2021]

There is hereby established a municipal board to be known as the "Youth Commission of the City of Pittsfield."

Sec. 2-226. Composition and appointments.

[Ord. No. 707, § 1, 5-28-1992; Ord. No. 727, § 1, 11-25-1992; Ord. No. 776, § 1, 11-10-1994; Ord. No. 822, § 1, 12-12-2000; Ord. No. 929, § 1, 5-25-2004; Ord. No. 1108, § 1, 3-10-2015; Ord. No. 1244, § 1, 10-26-2021]

(a) In accordance with Article 2, Section ~~2-10~~, Article 3, Section ~~3-3~~ and Article ~~6~~ of ~~Chapter 72 of the Acts of 2013~~ the City Charter, there is hereby established a commission to be known as the "Youth Commission." The mission of the Youth Commission will be to provide an ongoing forum for communication between City government and local youth.

(b) The Youth Commission shall consist of a total of ~~15-9~~ voting members, ~~including 10-Pittsfield residents ages 13 to 22-17, two members shall be nominated from each high school and each middle school and one shall be an at-large school student. of whom shall be middle school students, two members of whom shall be high school students and two of whom will be college students, and five adults who represent a variety of interests in the community.~~ The Recreation and Special Event Coordinator and Youth Advisor shall serve as an ex officio members of the Youth Commission. One City Councilor, appointed by the City Council President, shall serve as a liaison for the City Council. The members of the Youth Commission shall consist of individuals who have an understanding of the needs of young people in Pittsfield, experience with youth programs or youth organizations, or involvement with school or community activities. The members shall represent the diversity of ethnicity, race, gender, sexual orientation and socioeconomic status of the people of the City and shall be residents of the City.

(c) Each member shall serve a term of one year. In the event of a vacancy, the Mayor shall appoint a successor from the school where the vacancy occurred as soon as practicable, subject to City Council approval, and said successor shall fulfill the unexpired term of the member whose seat was vacated. In accordance with Article ~~10~~, Section ~~10-6(a)~~ of ~~Chapter 72 of the Acts of 2013~~ of the City Charter, the Commission shall choose from among its member a Chairperson, Vice Chair, Secretary and any other officer it deems necessary.

(d) Members of the Commission shall not be compensated, nor shall they be reimbursed for expenses.

Sec. 2-227. Powers and duties generally.

[Ord. No. 707, § 1, 5-28-1992; Ord. No. 929, § I, 5-25-2004; Ord. No. 1244, § I, 10-26-2021]

(a) The ~~function-purpose~~ of the Youth Commission shall ~~be~~ is to provide a resource for all City boards and agencies in areas involving ~~youth-children-and-adolescents~~; to advocate on behalf of ~~children~~ youth of Pittsfield; to ~~effect-enable~~ an ongoing dialogue and exchange of views among such agencies regarding issues of ~~children-and-adolescents~~ youth; to make recommendations to and work closely with the Mayor to further the interests of ~~children-and-adolescents~~ youth; to coordinate as necessary the scheduling of special events for ~~children-and-adolescents~~; to encourage ~~children-and-adolescents~~ youth to submit petitions to the City Council; and to maintain a calendar of scheduled events for ~~children-and-adolescents~~ the youth in the City.

(b) The Youth Commission ~~will~~ shall respond to requests for comment and recommendation on matters referred to the Commission by ~~the Mayor, City Council~~, officers, departments, agencies, boards, commissions and advisory committees of the City of Pittsfield.

(c) The Youth Commission ~~will~~ shall ~~advise-assist~~ the City Council and Mayor ~~about how such in coordinating its recommendations could be coordinated in the community~~ to eliminate duplication in cost and effort in the community. The Youth Commission ~~will~~ shall:

- ~~identify~~ the concerns and needs of the youth of Pittsfield;
- ~~examine-review~~ existing social, economic, educational, and recreational programs for youth;
- ~~develop~~ and propose plans that support or improve such programs;
- identify opportunities to expand neighborhood youth services in conjunction with local community boards;
- ~~and~~ make recommendations ~~thereon~~ to the Mayor and City Council.

This process will allow opportunities for effective participation by youth in the governmental process, and improve the social, economic, educational, and recreational advantages of the City's youth.

Sec. 2-228. Meetings.

[Ord. No. 707, § 1, 5-28-1992; Ord. No. 929, § I, 5-25-2004; Ord. No. 1244, § I, 10-26-2021]

The Commission shall meet ~~at least monthly~~ quarterly. The Chairperson of the Commission shall declare vacant the seat of any member who misses ~~three~~ two consecutive meetings, in any one year term, without a valid reason, as determined by the Chairperson. Upon such vacancy, the Chairperson will promptly notify the Mayor so that a replacement can be appointed. ~~The Director of Youth Services/Activities Coordinator shall serve as an ex officio member of the Youth Commission and one City Councilor who shall serve as a liaison for the City Council.~~

Sec. 2-228.1. Director of Youth Services.

[Ord. No. 929, § I, 5-25-2004; Ord. No. 1142, § XLVIII, 9-29-2015; Ord. No. 1244, § I, 10-26-2021]

~~In accordance with Article 3, Section 3-3 and Article 6, Section 6-1 of the City Charter enacted by Chapter 72 of the Acts of 2013, the Mayor shall appoint a Director of Youth Services who shall also function as the Activities Coordinator. The Director shall serve until a successor is duly appointed or qualified. The Director may be removed by the Mayor. The Director of Youth Services will be tasked~~

generally with improving the quality of life for children, young adults, parents and families throughout the City of Pittsfield.

~~Sec. 2-228.2. Qualifications.~~

~~[Ord. No. 929, § 1, 5-25-2004; Ord. No. 1244, § 1, 10-26-2021]~~

~~The Director of Youth Services shall have a bachelor's degree or an equivalent combination of work experience and education, have the ability to apply for grants, and experience in preparing and managing budgets and quarterly reports.~~

~~Sec. 2-228.3. Duties of Director of Youth Services.~~

~~[Ord. No. 929, § 1, 5-25-2004; Ord. No. 1244, § 1, 10-26-2021]~~

~~(a) Plan, organize, coordinate and promote City-wide programs and activities for all age groups.~~

~~(b) Bridge the gap between youth and government by providing references, resources, and support to families, youth, and community organizations that are already involved in delivery of youth/family related services.~~

~~(c) Conduct and maintain a comprehensive youth services needs assessment on a City-wide and community-wide basis.~~

~~(d) Compile and make available data relating to youth, youth services, and recreational activities in Pittsfield on an ongoing basis.~~

~~(e) Develop, in concert with the Mayor, the City Council, and related community agencies a strategic action plan to meet the needs of the youth of the City of Pittsfield.~~

~~(f) Identify and secure funding that will directly benefit and support youth activities and recreation in the community.~~

~~(g) Initiate opportunities for youth to be directly involved in City government and encouraging participation in official City functions.~~

~~(h) Submit quarterly reports to the Mayor and City Council.~~

~~(i) Work closely with the Chairman of the Youth Commission to facilitate ambitious and organized monthly meetings.~~

~~(j) Identify opportunities to expand neighborhood youth services in conjunction with local community boards.~~

~~(k) Collaborate with the Youth Commission and community boards on youth summits where groups of young people brainstorm ideas for improving quality of life in Pittsfield, debate those ideas, and create action plans to accomplish them.~~

~~(l) Collaborate with the Youth Commission and City Hall to create and sponsor an annual youth event focused on inspiring students to greater participation in City government.~~

~~(m) Plan and coordinate National Red Ribbon Annual Campaign with schools and agencies.~~

~~(n) Find creative ways for youth to become more involved in state and federal government affairs.~~

~~(o) Work with the Parks Department to assist the coordination and improvement of recreational programs and activities for all age groups.~~

Sec. 2-2298.4. Youth Advisor.

[Ord. No. 1138, § I, 8-11-2015; Ord. No. 1244, § I, 10-26-2021]

The Mayor shall appoint a Youth Advisor who shall serve until a successor is duly appointed or qualified. No member of the Youth Commission may be appointed to serve as Youth Advisor. The Youth Advisor shall serve unpaid and may be removed by the Mayor. The duty of the Youth Advisor is to advise the Youth Commission on matters of procedure including posting agendas in compliance with the Massachusetts Open Meeting Law, taking minutes of each meeting and to assist the Youth Commission on any other matter as requested by member(s) of the Commission.

Sec. 2-23029. (Reserved)



City of Pittsfield

RECEIVED CITY CLERK
CITY OF PITTSFIELD, MA

2024 APR -3 AM 9:20

April 3 20 24

To the City Council of the City of Pittsfield:-

The undersigned respectfully

A petition to respectfully ask the City Council and the Mayor to develop a plan for reactivating the city's Youth Commission and recruiting members to the commission, including looking at potential revisions to the ordinance. The voice of our youth is important to this city, and reestablishing the Youth Commission would give them a platform to share their voice to city leaders. It would also get more youth involved in city and local government, and hopefully come back to serve on a board or commission in Pittsfield or another municipality.

Respectfully submitted,
William Garrity



PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council of Pittsfield, Massachusetts.

NSTAR ELECTRIC COMPANY DBA EVERSOURCE ENERGY and VERIZON NEW ENGLAND, INC., request permission to install a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way:

Location: Install one (1) new 45ft class 2 pole approximately 50ft easterly from existing pole 514/63. Relocate existing pole 538/19 across Pecks Road approximately 48ft westerly. Relocate existing pole 538/20 approximately 11ft westerly. Set two new 40ft class 2 anchor pole(s) approximately 40ft easterly from existing pole 538/18 and 538/21 respectively.

Reason: All work is to accommodate the Onota Brook bridge replacement.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the field plan herewith and made a part hereof marked **17702085 - 82372126**.

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 each of said petitioners may desire for distributing purposes.

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

NSTAR ELECTRIC COMPANY DBA EVERSOURCE ENERGY

By Joanne Trip
District Representative

VERIZON NEW ENGLAND, INC.

By Albert E. Besette, Jr.
Manager Right-of-Way

Dated this 15th day of July 2024



538/21S

514/18S

PECKS ROAD

PECKS ROAD

538/21

538/18

538/20

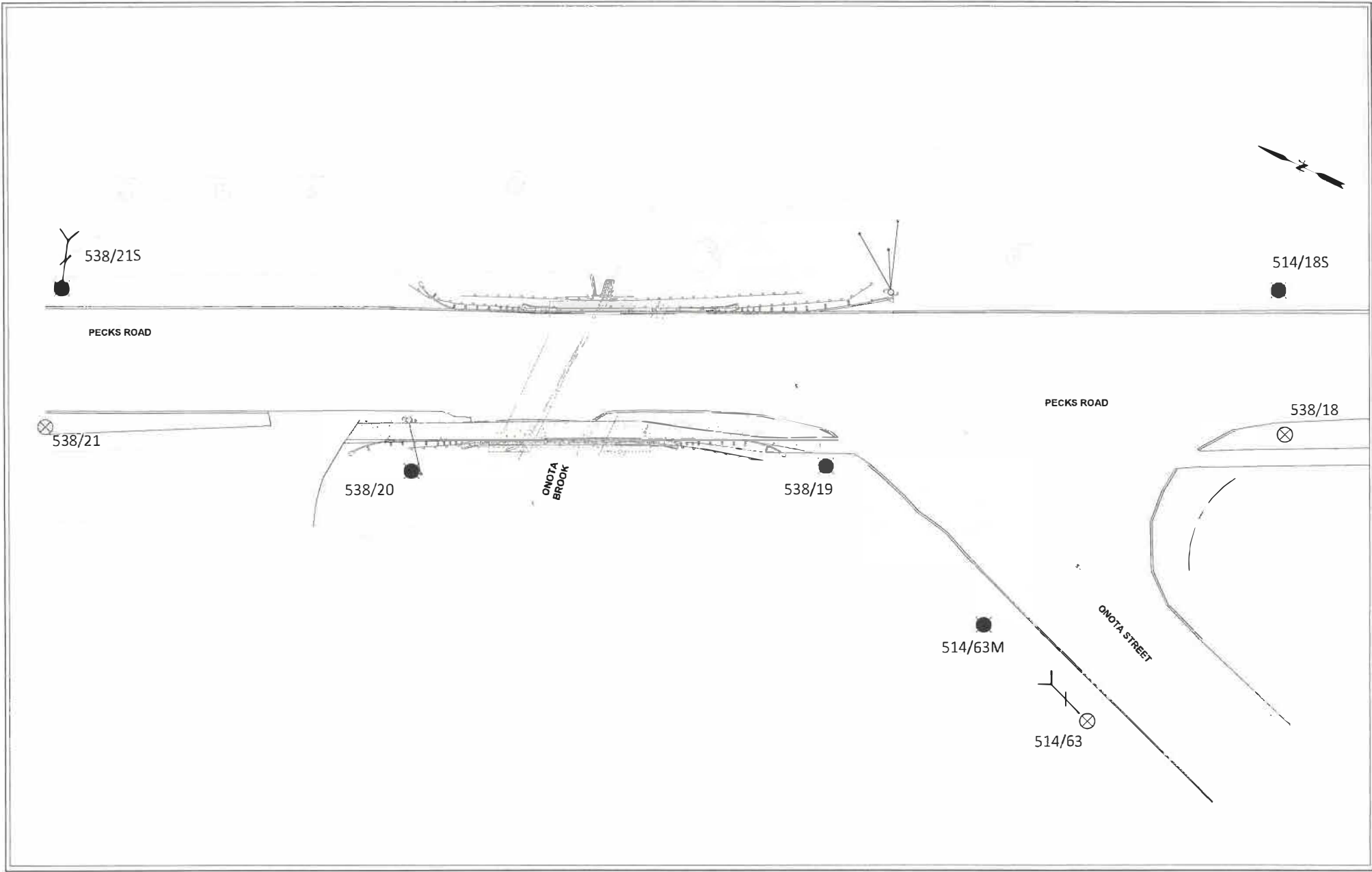
538/19

514/63M

514/63

ONOTA
BROOK

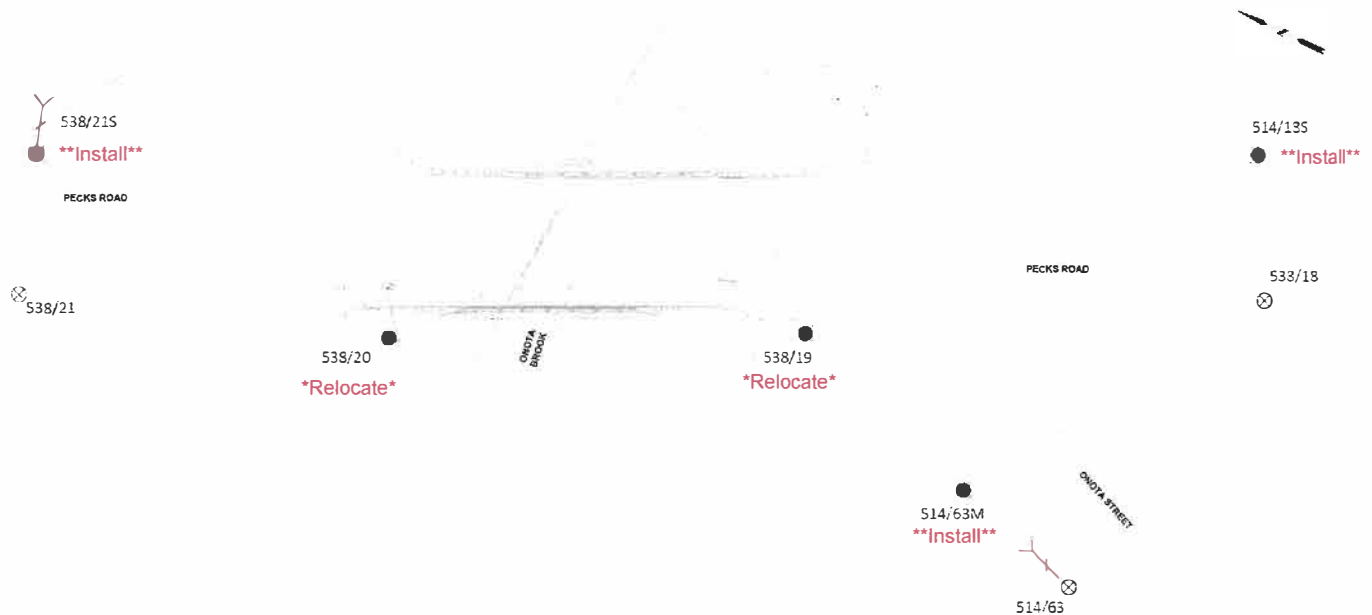
ONOTA STREET



EVERSOURCE ENERGY

CITY: PITTSFIELD

STREET: PECKS RD



PURPOSE AND DESCRIPTION:

EVERSOURCE TO INSTALL 1 NEW 45FT CLASS 2 POLE 50FT IN A EASTERLY DIRECTION FROM EXISTING POLE 514/63. RELOCATE EXISTING POLE 538/19 ACROSS PECKS RD 48¹FT IN A WESTERLY DIRECTION. RELOCATE EXISTING POLE 538/20 11FT IN A WESTERLY DIRECTION. SET A NEW 40FT CLASS 2 ANCHOR POLE 40FT IN AN EASTERLY DIRECTION FROM EXISTING POLE 538/18 AND A NEW 40FT CLASS 2 ANCHOR POLE 40 FT IN AN EASTERLY DIRECTION FROM EXISTING POLE 538/21. ALL WORK IS TO ACCOMMODATE THE ONOTA BROOK BRIDGE REPLACEMENT.

LEGEND

- ⊗ PROPOSED JOINT POLE
- PROPOSED W.M.E.CO POLE
- ⊗ EXISTING JOINT POLE
- EXISTING W.M.E.CO POLE
- ⊗ EXISTING FOREIGN POLE TO BE MADE JOINT
- ⊗ EXISTING W.M.E.CO POLE TO BE MADE JOINT

- HEXHOLE
- ⊕ HANDHOLE
- MANHOLE
- PAD MONT TRANSFORMER
- ⋯ U.G. CONDUIT
- P— U.G. PRIMARY CABLE
- S— U.G. SECONDARY CABLE

DRAWN BY: TRAVIS WALSH

F.W.D.#: 82372126
W.O.#: 17702085

PETITION #:
N/A

DISTANCES ARE APPROXIMATE
NOT TO SCALE



CITY OF PITTSFIELD

CITY CLERK, 70 ALLEN STREET, PITTSFIELD, MA 01201 - TEL. (413) 499-9361 ~ FAX (413) 499-9463

July 15, 2024

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

Dear Councilors:

Submitted herewith for your consideration is an Order authorizing the issuance of the warrant for the Primary Election to be held on Tuesday, September 3, 2024, and an Order designating polling locations, hours, and police detail for said election.

Respectfully submitted,

A handwritten signature in blue ink that reads "Michele M. Benjamin". The signature is written in a cursive style.

Michele M. Benjamin
City Clerk

City of Pittsfield

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

No. _____

IN CITY COUNCIL

A N O R D E R

AUTHORIZING THE ISSUANCE OF WARRANTS FOR THE STATE PRIMARIES TO BE HELD SEPTEMBER 3, 2024

Ordered:

That warrants or notice for meetings be issued in due form of law, notifying and warning the inhabitants of the City of Pittsfield who are qualified to vote, as the law directs, to meet in their respective polling places on Tuesday, the third day of September 2024, between the hours of 7:00 a.m. and 8:00 p.m. then and there to cast their votes in the State Primaries for the candidates of political parties for the following offices:

SENATOR IN CONGRESS	FOR THE COMMONWEALTH
REPRESENTATIVE IN CONGRESS	FOR THE FIRST DISTRICT
COUNCILLOR	FOR THE EIGHTH DISTRICT
SENATOR IN GENERAL COURT	FOR THE BERKSHIRE, HAMPSHIRE, FRANKLIN, HAMPDEN DISTRICT
REPRESENTATIVE IN GENERAL COURT	FOR THE SECOND BERKSHIRE DISTRICT
CLERK OF COURTS	FOR BERKSHIRE COUNTY
REGISTER OF DEEDS	FOR THE BERKSHIRE MIDDLE DISTRICT

City of Pittsfield

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

IN CITY COUNCIL

A N O R D E R

DESIGNATING POLLING PLACES AND THE HOURS DURING WHICH THE POLLS SHALL BE OPEN FOR THE STATE PRIMARY ELECTION TO BE HELD SEPTEMBER 3, 2024

Ordered:

SECTION 1: That the following locations be, and the same hereby are, designated as precinct polling places for the State Primary election to be held on the third day of September 2024:

Ward 1, Precinct A	Reid Middle School, 950 North Street
Ward 1, Precinct B	Reid Middle School, 950 North Street
Ward 2, Precinct A	Morningside Community School, 100 Burbank Street
Ward 2, Precinct B	Somerset Fire Station, 9 Somerset Avenue
Ward 3, Precinct A	Providence Court, 379 East Street
Ward 3, Precinct B	Egremont School, 84 Egremont Avenue
Ward 4, Precinct A	Herberg Middle School, 501 Pomeroy Avenue
Ward 4, Precinct B	Williams School, 50 Bushey Road
Ward 5, Precinct A	Pittsfield Library, One Wendell Avenue
Ward 5, Precinct B	Pittsfield Library, One Wendell Avenue
Ward 6, Precinct A	Columbus Arms Housing, 65 Columbus Ave.
Ward 6, Precinct B	Silvio O. Conte Community School, 200 West Union St.
Ward 7, Precinct A	Pecks Road Fire Station, 54 Pecks Road
Ward 7, Precinct B	Capeless Elementary School, 86 Brooks Avenue

SECTION 2: In each of the foregoing polling places, the polls shall be opened at 7:00 a.m. and shall be closed at 8:00 p.m. on the third day of September 2024.

SECTION 3: Pursuant to MGL 54, Section 72, the City Council details one police officer per building containing one or more Polling Stations.



City of Pittsfield

July 22, 2024

To the City Council of the City of Pittsfield: —

The Committee on Ordinances and Rules Committee

to whom was referred the A communication from the Ordinance Review Committee with a report to the City Council of periodic reviews of the Pittsfield City Code

having considered the same, report and recommend that

referred to the ORC with edits and returned to the full City Council

Voted unanimously 5/0

Respectfully submitted,

Dina Lampiasi

Chairman

CITY OF PITTSFIELD



ORDINANCE REVIEW COMMITTEE REPORT TO CITY COUNCIL MAY 2024

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 Exhibit B: Revised version of the City Code (Clean Copy) 4

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NEXT STEPS 4

CONCLUSION 4

INTRODUCTION

The report of the Ordinance Review Committee is provided in accordance with Chapter 2, Section 2-288.3 of the City Code. The duty of the Ordinance Review Committee is to perform periodic reviews of the Pittsfield City Code as specified in Article 10, Section 10-4 of the City Charter which reads:

Not later than July 1, at five-year intervals, in each year ending in a five or in a zero, the mayor and city council shall provide for a review to be made of some or all of the ordinances of the city to prepare a proposed revision or recodification of them. This review shall be made by a special committee to be established by ordinance. All members of the committee shall be voters of the city. The special committee shall file its report with the city clerk at a date specified by ordinance. The review of city ordinances shall be under the supervision of the city solicitor. Copies of any recommendations shall be made available to the public at a cost not to exceed the actual cost of the reproduction.

Committee Members

Esther Anderson
Michele Benjamin, City Clerk
Jody Phillips
Rhonda Serre
Kerry Sullivan

Advisory Member

Attorney Stephen Pagnotta

SUMMARY

The members of the Ordinance Review Committee selected Jody Phillips to serve as chair of the Committee. The City's attorney, Stephen Pagnotta, was an advisor to the Committee.

The Ordinance Review Committee (ORC) convened its first meeting on September 19, 2022, and discussed its goal for the review which was to identify duplications, conflicts, or inconsistencies within the various ordinances, Massachusetts General Laws and other state regulations; eliminate language that is no longer required or is outdated; and to take other actions to make the document more concise and easier to read, when possible. Several department heads also participated in the ORC's review, suggesting edits and also making themselves available to attend meetings or answer questions from the ORC when needed. The ORC spent many months reviewing every chapter and section of the City Code, with the exception of Chapter 23, Zoning, which is undergoing an independent review through the Department of Community Development.

At its first meeting, General Code Corporation, who is the current provider of the City's codification services, gave a presentation to the ORC on editorial and legal analysis services it could perform to further enhance the review. The ORC determined these services would be an added benefit for its review. The results of General Code's analysis are provided as Exhibit D, and includes the ORC's responses. The ORC incorporated many of its suggestions into the final product.

Highlights from some of the changes made by the Committee include:

- Updating of processes and procedures throughout the document to reflect how the City currently operates.
- Consolidation of all fines into Chapter 4 ½ (Criminal and Noncriminal Enforcement) and all fees into Chapter 24 (Schedule of Fees). Currently some fines and fees were listed within individual code sections, some only in Chapters 4 ½ and 24 and some in both places with conflicting information at times. Where fine and fee information was removed within individual sections, it was replaced with language pointing the reader to the respective chapter containing the fine and fee information.

Consolidating this information into central areas will help to alleviate and prevent future conflicts when changes are made and assist with revision control as only one section will need to be updated.

- Addition of a definition of "charter" and "city charter" and replacement throughout the code to reflect "City Charter" vs. references of "enacted by Chapter 72 of the Acts of 2013" for ease of reading.
- Incorporation of updated gender-neutral language throughout the City Code.
- Standardize the annual reporting period for all departments where possible.

General Code Corporation noted that there are inconsistencies throughout the Code in the way subsections are designated (see Question Code-003 in exhibit D) as well as spelling, grammar, and typographical errors; and expressions (see Question Code-004 in exhibit D). The Committee agreed that these blanket formatting and other changes should be applied before ordainment.

This report includes the following supporting documents as exhibits:

Exhibit A: Red-lined version of the City Code

This document consists of changes suggested by the Ordinance Review Committee and suggested edits by department heads and General Code Corporation.

Exhibit B: Revised version of the City Code (Clean Copy)

This document consists of a clean copy of the City Code with changes suggested by the Ordinance Review Committee and suggested edits by department heads and General Code Corporation.

Exhibit C: Minutes

Minutes of the Ordinance Review Committee meetings. These minutes are also on file in the office of the City Clerk.

Exhibit D: General Code – Editorial and Legal Analysis

This review shows the comments by General Code and the ORC’s response and actions taken.

Due to the size of these exhibits, they have been posted along with this report at the following link on the City of Pittsfield’s website under the City Clerk’s Department page:

[Ordinance Review Committee \(cityofpittsfield.org\)](http://cityofpittsfield.org)

NEXT STEPS

- The Mayor and City Council to review the ORC’s recommendations and make any additional changes;
- The document with all approved revisions will be forwarded to General Code;
- General Code will apply blanket formatting and any cross-reference changes needed as well as any spelling and grammar updates needed as mentioned above;
- A draft recodification ordinance will be prepared by General Code and submitted to the City Council for ordainment.

CONCLUSION

The Ordinance Review Committee appreciates the opportunity to have contributed to the important mission of updating our City’s Code



City of Pittsfield

July 22, 2024

To the City Council of the City of Pittsfield: —

The Committee on Ordinances and Rules Committee

to whom was referred the A petition from Councilor Warren requesting the City Council adopt an order giving veterans an exemption for a parking violation upon proof of being a veteran as defined by the City

having considered the same, report and recommend that

to place on file

Voted unanimously 5/0

Respectfully submitted,

Dina Lampiasi

Chairman



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2024 MAY 22 AM 10:05

May 20 20 24

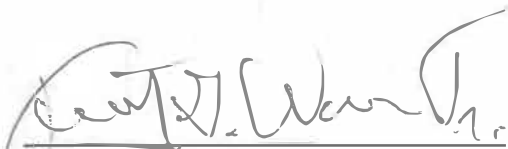
To the City Council of the City of Pittsfield:-

The undersigned respectfully

Requests that the City Council adopt an order giving veterans an exemption for a parking violation upon proof of being a veteran as defined by the City.

A draft is on the attached.

Respectfully submitted,



Kenneth G. Warren Jr.
Ward 1 City Councilor

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

Ordered:

The City of Pittsfield hereby affirms its commitment to providing free parking for veterans and offers veterans without a military plate the opportunity to seek ticket forgiveness for their first ticket by presenting proof of their military service to the Veterans Service Agent and the Commissioner of Public Service.



City of Pittsfield

July 22, 2024

To the City Council of the City of Pittsfield: —

The Committee on Ordinances and Rules Committee

to whom was referred the

A petition from Councilor Amuso requesting all presentations be sent to the City Clerk or Committee Chair to be added to the agenda for all City Council and Sub Committee meetings

having considered the same, report and recommend that

to approve

Voted unanimously 5/0

Respectfully submitted,

Dina Lampiasi

Chairman



City of Pittsfield

June 4, 20 2024

To the City Council of the City of Pittsfield:–

The undersigned respectfully

Anyone coming before any regularly scheduled City Council meeting that has a presentation, should submit the presentation to the City Clerk's office by 2 p.m. on Wednesday before the meeting so the presentation can be included with the agenda. If it is not in by Wednesday, it must be submitted to the City Clerk by noon on Friday. The City Clerk should email it out to the Councilors.

Anyone coming before any City Council Subcommittee that has a presentation should submit their presentation to the Subcommittee Chair five days before the meeting. The Subcommittee Chair should send the presentation to the clerk. The clerk will email the presentation to the Subcommittee members.

Respectfully Submitted

Kathleen Amuso, At-Large Councilor



City of Pittsfield

.....July 22, 2024.....

To the City Council of the City of Pittsfield: —

The Committee on Ordinance and Rules Committee

to whom was referred the A communication from Attorney Pagnotta on the Veteran's
Parking Ordinance with staff interpretation for implementation

having considered the same, report and recommend that

to approve

Voted unanimously 5/0

Respectfully submitted,

Dina Lampiasi

Chairman



CITY OF PITTSFIELD

OFFICE OF THE CITY SOLICITOR, 70 ALLEN STREET, SUITE 200, PITTSFIELD, MA 01201

TEL. (413) 499-9352

FAX (413) 499-9354

June 5, 2024

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

Dear Councilors:

City staff reviewed the Veteran's Parking Ordinance in order to implement it and oversee it. In the interest of clarity, we thought it prudent to set out how the Ordinance will be interpreted and overseen by City staff.

I have highlighted Item 10 for the purpose of confirming that the Ordinance was intended to apply to Permit Parking as well.

The ordinance defines municipal lots as those provided for in Article VII of Chapter 13. Included in municipal parking lots are lots, such as the McKay parking garage, which allow monthly parking passes.

1. A veteran is defined by MGL Chapter 4, Section 7, clause 43rd. The city will be using the same standard for the city program that the Commonwealth does for veteran plates.
2. Veteran's office is the only department in the city that can confirm veteran status.
3. Veterans who already have a veteran plate from the Commonwealth do not need to fill out our city registration form.
4. This ordinance only applies to vehicles with current Massachusetts Veteran's plate, and to veterans without a Massachusetts Veteran's plate who complete the City registration form and who are full or part time residents of the city.
5. Participation in the city's program is limited to 1 vehicle per veteran.
6. Veterans who do not have a MA veteran plate and want to have free parking or park without a permit, will need to fill out the registration form at the Veteran's department and receive approval from the city prior to having free parking or park without a permit.
7. If a veteran has a new vehicle but same plate, they do not need to update their registration form with the city. If they have a new plate, they need to complete a new registration form with the city.
8. The registration form will need to be renewed on an annual basis on or before August 1 of the year following the approval of the form (i.e. if the form is approved on June '24, a renewal is due to be filed on or before August 1, '25; if the form is approved on December 1, '24, a renewal is due to be filed on or before August 1, '25. This allows the city to keep track of those that have moved or passed away.

9. This program will be an opt-in benefit. Veterans may opt in by purchasing an RMV issued Veterans License Plate, or they can opt-in by signing up with the city.
10. Veterans will need a permit to park in permit-only and permit/meter parking lots in the spaces reserved for permit holders. This permit will be issued at no cost to the veteran applying for it, based on space availability for each lot and will be valid for one year.
11. Free parking for veterans applies only to parking in metered spaces, in metered municipal parking lots and to permit parking. All other parking regulations will remain in effect and the city will continue to enforce violations such as overtime parking, parking in a handicap spot without a placard, parking in a fire lane/in front of a hydrant, etc.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Stephen N. Pagnotta', written over a horizontal line.

Stephen N. Pagnotta

SNP/hlg



City of Pittsfield

July 9, 2024

To the City Council of the City of Pittsfield: —

The Committee on Public Works & Utilities Committee

to whom was referred the A petition from Councilor Wrinn requesting an update on the drainage project slated for 2024 at 9 Newell Street

having considered the same, report and recommend that

to be accepted and filed

Voted unanimously 4/0

Respectfully submitted,

James Conant

Chairman

2024 APR 17 AM 9:40



City of Pittsfield

_____ April 16, _____ 20 2024

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

The undersigned respectfully

I respectfully request a full update on the progression of the drainage project slated for 2024 for 9 Newell Street from Commissioner Morales and City Engineer Tyler Shedd. Please include a timeline of the project and contractors who have bid to complete the project.

MJWrinn
Councilor Matt Wrinn-Ward 3



City of Pittsfield

July 9, 2024

To the City Council of the City of Pittsfield: —

The Committee on Public Works & Utilities Committee

to whom was referred the A petition from Councilors Warren and Kavey requesting to design a plan to offer homeowners that qualify the installation of water meters at a low or no cost to the home owner

having considered the same, report and recommend that

to be accepted and filed

Voted unanimously 4/0

Respectfully submitted,

James Conant

Chairman



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2023 JUL -5 AM 10:50

June 20 2023

To the City Council of the City of Pittsfield:-

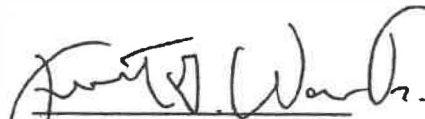
The undersigned respectfully

Respectfully request that this petition be referred to the Committee on Public Works to design a plan to offer homeowners that qualify the installation of water meters at low or no cost to the home owner or to provide financial relief if the City does not provide the installation in a timely fashion. The Committee should also determine what those qualifications are which should include but not be limited to need, ability to pay, and inclusion in specially impacted groups.

City departments shall cooperate in providing the City Council with all the necessary data and support draft an appropriate proposal.

Respectfully submitted,


Patrick Kavey
Ward 5 City Councilor


Kenneth G. Warren Jr.
Ward 1 City Councilor



CITY OF PITTSFIELD

OFFICE OF THE CITY SOLICITOR, CITY HALL, 70 ALLEN STREET, SUITE 200,
PITTSFIELD, MASSACHUSETTS 01201

Tel. (413) 499-9352

solicitor@cityofpittsfield.org

February 22, 2024

To the Honorable Members
Of the City Council
Of the City of Pittsfield

Dear Councilors:

On February 14th, 2024, the City Council voted to refer to this office a communication from Director Cambi with a code enforcement update on 53 Roberts Street. I indicated I would review the City Code and make some recommendations for changes to the Code that would provide stronger tools with which to enforce the City Code. I will need more time to provide a comprehensive response but have outlined a summary of the various enforcement mechanism available to municipalities. I will be meeting with Director Cambi to discuss these issues prior to the next City Council meeting.

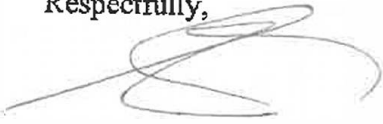
The City has 2 ways to enforce the City Code, fines set out in Chapter 4 ½ or court enforcement. Fines may be imposed under MGL Chapter 148A for state building code or state fire code violations; under MGL Chapter 40, Section 21D for general City Code violations and under MGL Chapter 40U for state housing and sanitary code violations and municipal snow and ice fines. The fines assessed under Chapter 40U, if unpaid, may be attached to an individual's real estate tax bill. Fines imposed under MGL Chapter 148A may be appealed to the Housing Court. Fines imposed under MGL Chapter 40U may be appealed to either the Housing Court or the District Court. Fines imposed under MGL Chapter 40 Section 21D are heard and enforced in District Court. If the fines under Section 21D are upheld by the District Court, but remain unpaid, the City could file a criminal complaint. This last recourse is rarely if ever used.

Violations of the state building code, state fire code and state housing and sanitary code violations can be addressed in the Housing Court. The City has been successful in Housing Court getting state housing and sanitary code violations corrected.

The City may also file a civil complaint in the Superior Court seeking an injunction ordering an individual to comply with the City Code and in the alternative seeking authorization to access the property to address and remediate the City Code violations at the individual's cost.

To address situations similar to those at 53 Roberts Street, the City may wish to consider updating its current ordinance. Councilor Conant forwarded a sample ordinance to allow gardens with native plants and has a more enforceable definition of weeds.

Respectfully,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the left.

Stephen Pagnotta

SNP/hlg



CITY OF PITTSFIELD

HEALTH DEPARTMENT, 100 NORTH STREET, PITTSFIELD, MA 01201

February 6, 2024

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

- Current Status on 53 Robert Street Code Enforcement

Dear Councilors:

I wanted to send a communication providing an update on the status of 53 Robert St. The Health Department has an open code enforcement action on this property. There was a fallen tree on the property in the fall of 2023. An order was issued, and the owner was not responsive to the order. An interested party (relative of the owner) took the responsibility of hiring a tree contractor to remove the fallen tree and debris. That interested party plans to address the remaining violations this coming spring. They have asked for an extension in writing citing weather conditions. The Health Department has granted the extension and will follow up in the spring.

Sincerely

A handwritten signature in cursive script that reads "Andy Cambi".

Andy Cambi
Director of Public Health



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2024 AUG -6 PM 2: 14

August 6 20 24

To the City Council of the City of Pittsfield:-

The undersigned respectfully

This application from Westside Legends Inc. requests a waiver of all building permit fees for "Project Legacy," an affordable first-time homeownership development at the intersection of Columbus Ave and South John Street in the Westside of Pittsfield. This project is being developed in partnership with MassHousing's Commonwealth Builder Program, which supports the construction of affordable, deed-restricted homeownership units.

The building permits for "Project Legacy" are currently under review by Pittsfield Building Commissioner, Jeffrey Clemons. Per the Building Commissioner's request, the permitting is broken into five separate applications, as there are five individual clusters of units on the site. The list of permit application numbers for which we request waivers is as follows: 239097, 239095, 239094, 239072, and 239063.

Westside Legends Inc. is a 501(c)3 organization that looks to improve the quality of life and provide a better future for the Westside section of Pittsfield by implementing uplifting projects and programs in the community and working through and with diversity of all kinds. The importance of homeownership, health, and stability was spotlighted during the COVID-19 pandemic. Now more than ever, affordable homeownership is needed in under-resourced communities like the Westside where neighbors are struggling to afford housing costs, combined with fuel, heating, and food costs.

We humbly request the waiver of all building permit fees for "Project Legacy". The lot located at the corner of Columbus Ave and South John St is estimated to be number 363 on Columbus Ave but has not been confirmed by the engineering department. Because we are awaiting this final confirmation of the new street address, the applications for this project are listed as "0 Columbus Ave". Please see the attached approval letter from the zoning commission for further information.

Multiple Impacts:

- **Meeting the need:** Pittsfield's Consolidated Plan has highlighted the need for more affordable housing. These new structures will provide a total of 16 units (five 3 bedroom units, four 2-bedroom units, and seven 1-bedroom units of affordable homeownership to a historically under-represented group of people.

- **Sustainable building:** We plan to construct environmentally sensitive and energy efficient buildings.

- **Increased tax base:** These new units will contribute to new real estate taxes each year.

- **Current Westside Legends Homeowners:** Our partner families live and work locally and contribute to real estate taxes to the city each year. They increase residential stability in economically challenged neighborhoods through homeownership which will in turn help strengthen the city of Pittsfield as a whole.

Respectfully,
Tessa Kelly, Architect



RECEIVED CITY CLERK
CITY OF PITTSFIELD, MA

2024 JUN 11 PM 1:53

CITY OF PITTSFIELD

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

June 11, 2024

To Jeffrey Clemons, Building Commissioner
70 Allen Street – City Hall
Pittsfield, MA 01201

Re: A site plan review application of Westside Legends Inc. for approval under Section 7.715 Multi-Family Dwellings of the Zoning Ordinance to construct 5 new buildings including 3 multi-family residential buildings on a vacant lot at **(363) Columbus Ave & South John St.** The property can also be identified as **Parcel Map G9, Block 5, Lot 9** and in **Deed Book 4097, Page 246**

Dear Mr. Clemons:

On June 4, 2024 the Community Development Board reviewed an application from Westside Legends Inc. for approval under Section 7.715 Multi-Family Dwellings of the Zoning Ordinance to construct 5 new buildings including 3 multi-family residential buildings on a vacant lot. The Board unanimously approved the Site Plan adopting the conditions listed below:

CONDITIONS:

1. All lighting will be downward cast and/or shielded to prevent trespass of light onto adjacent properties.
2. *The applicant is subject to all other federal, state, and local rules and regulations not specifically covered by the granting of this special permit.*

The approved plan is attached along with the staff analysis and findings.

Sincerely,

Sheila B. Irvin
Chair

SI/nj

Cc: Michele Benjamin, City Clerk



CITY OF PITTSFIELD – COMMUNITY DEVELOPMENT BOARD 30 PM 2:50
SITE PLAN APPROVAL APPLICATION

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

- This application must either be typewritten or written in a clear, legible hand.
- Eleven (11) copies of this application are required, including plans and any information called for by the zoning ordinance.
- A filing fee of \$200 is due to the City of Pittsfield upon submittal of this application.
- Applicant shall submit the application packages to the Department of Community Development (DCD) Staff to be reviewed for completion.
- After completion is determined, DCD Staff shall take the application to the City Clerk to be time - date stamped.
- You will be notified by mail of the date & time for your hearing. You or your representative should attend & be prepared to offer additional information in support of your application.
- The applicant assumes all responsibility for the accuracy of the contents of the application package.

Office Use Only			
Filing Date:		Hearing Date:	
Decision & Decision Date:		Permit Number:	
Applicant			
Name(s):	Westside Legends Inc. P.O. Box 4102, Pittsfield, MA 01201		
Address:	4 Waubeek Rd, Pittsfield, MA 01201		
Telephone(s) & Email:	(413) 478 5956	chris@group-au.com	
Owner (if other than applicant)			
Name & Address:	Westside Legends Inc. P.O. Box 4102, Pittsfield, MA 01201		
Phone & Email:	Tony Jackson: (732) 691 9702 Marvin Purry: (508) 579 8937	horacetee@aol.com purdawg32@aol.com	
Attorney <input checked="" type="checkbox"/> Architect <input type="checkbox"/> Engineer (circle one)			
Name & Address:	Chris Parkinson (Group AU)		
Phone & Email:	(413) 478 5956	chris@group-au.com	
Project Information			
Section of ordinance upon which application is based: Section 7.7 15			
Description of Project or Changes Proposed: (attaching additional information is encouraged)	The project includes the construction of five new multifamily residential buildings on a vacant lot. The project also includes driveways, landscaping, off street parking, and site lighting to support the new residential structures.		
Property Information			
Address:	363 Columbus Ave, Pittsfield, MA 01201		
Assessors Parcel ID No.:	G090005009		
Deed Book & Pg:	Deed Book: 7528 / Deed Page: 311	Zoning District(s): R-M	
Lot Size:	34,900	Sq. Ft.	0.803 Acres

Group Architecture and Urbanism

4 Waubesa Street Pittsfield MA 01201

413.478

May 30, 2024

363 Columbus Ave Zoning Narrative

The following narrative is in regards to the project located at 363 Columbus Ave in Pittsfield, Massachusetts 01201. The project scope includes the construction of 5 new multifamily residential buildings with a total of 16 new dwelling units on a formerly vacant lot at the corner of Columbus Ave and S John St. The project also includes driveways, landscaping, off street parking, and site lighting to support the new residential structures. The following paragraphs show how the project complies with the requirements outlined in the Pittsfield Zoning Ordinance.

The lot, parcel ID No G090005009, is located in an R-M district and has a total area of 34,900 square feet or 0.803 acres. The following table, also shown in our Zoning Site Plan drawing, shows that the project and lot area comply with the minimum requirements in an R-M district.

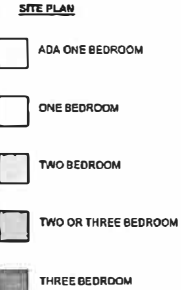
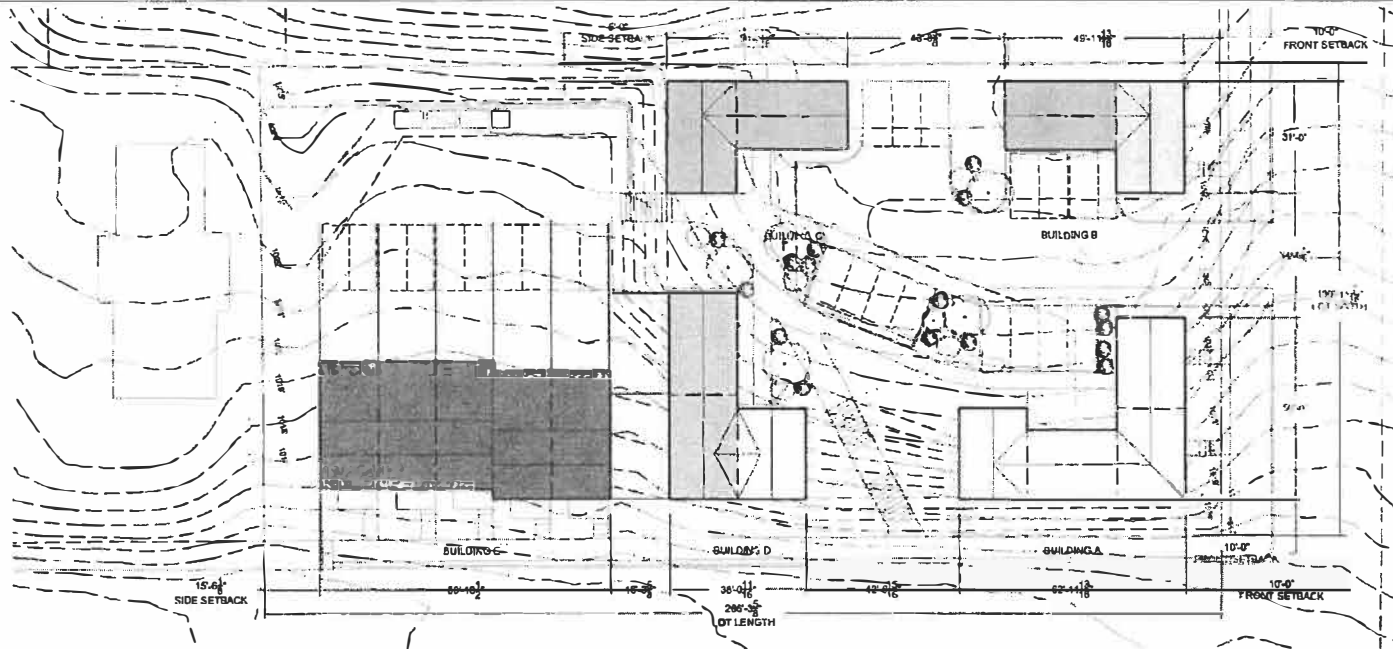
SECTION 4.203 SCHEDULE OF INTENSITY REGULATIONS.

DISTRICT	MIN. LOT AREA IN SQ. FT.	MIN. LOT WIDTH IN FT.	MIN. YARDS IN FT. FRONT/SIDE/REAR	MAX. COVERAGE BY ALL BLDGS.	MAX. HEIGHT OF BLDGS. FT.
R-M	6,000	60	10 / 5 / 10	70%	60
COMPLIANCE	34,900 SF	131	10 / 5 / 10	24.8% (8,653 SF)	26 (2 FLOORS)

SECTION 4.307 CORNER LOT VARIATION: THE SETBACK REQUIREMENTS FOR CORNER LOTS SHALL BE THE MINIMUM FRONT YARD REQUIREMENT FOR BOTH STREETS.

The 5 structures comply with Section 4.301 Erection Of More Than One Principal Building Or Structure on a Lot in that minimum lot area, 6,000 square feet times the 5 structures is 30,000 square feet which is less than the lot area of 34,900 square feet. As shown in the Zoning Site Plan drawings, the minimum required spacing between buildings is $\frac{3}{4} \times 18$ ft (midpoint of the tallest building) = 13.5 ft, which is less than 16 feet, the shortest distance between buildings as dimensioned in the site plan.

The lot is at the corner of Columbus Ave and S John St, which provides frontage on two sides. The following table shows compliance with the requirements of Section 4.302 Building or Structures to Have Access On Street.



1 SITE PLAN
SCALE: 1/32" = 1'-0"

ZONING INFORMATION

SECTION 4.293 SCHEDULE B OF INTENSITY REGULATIONS

DISTRICT	MIN. LOT AREA IN SQ. FT.	MIN. LOT WIDTH IN FT.	MIN. YARDS IN FT. FRONT/REAR	MAX. COVERAGE BY ALL BLDGS.	MAX. HEIGHT OF BLDG., FT.
R-1M	6,000	60	10/5/10	70%	60
COMPLIANCE	34,900 SF	121	10/5/10	24.8% (8,853 SF)	29 (2 FLOORS)

SECTION 4.347 CORNER LOT VARIATION: THE SETBACK REQUIREMENTS FOR CORNER LOTS SHALL BE THE MINIMUM FRONT YARD REQUIREMENT FOR BOTH STREETS.

SECTION 4.381 ERECTION OF MORE THAN ONE PRINCIPAL BUILDING OR STRUCTURE ON A LOT. IN ANY DISTRICT OTHER THAN ONE BUILDING OR STRUCTURE HOLDING A PRINCIPAL USE MAY BE ERECTED ON A SINGLE LOT, PROVIDED THAT AREA, FRONT, YARD AND OTHER REQUIREMENTS OF THIS ORDINANCE SHALL BE MET FOR EACH BUILDING OR STRUCTURE AS THOUGH IT WERE ON AN INDIVIDUAL LOT, EXCEPT AS SPECIFICALLY PROVIDED HEREIN.

MINIMUM LOT AREA 8,100 SF X 5 BUILDINGS = 36,000 SF, 36,000 < 34,900 SF (COMPLIES)

SECTION 4.382 BUILDING OR STRUCTURES TO HAVE ACCESS ON STREET. EVERY BUILDING OR STRUCTURE TO BE ERECTED ON A LOT HAVING FRONTAGE ON AN ACCEPTED CITY STREET OR ON A PRIVATE STREET WITH AN APPROVED BUILDING PLAN PREPARED AND RECORDED AFTER JULY 4, 1993 OR BY THE GRANT OF A SPECIAL PERMIT IN ACCORDANCE WITH SECTION 4.317.

FRONTAGE ON THE STREET SHALL NOT BE LESS THAN 9% PERCENT OF THE REQUIRED MINIMUM LOT WIDTH AS LISTED IN THE "SCHEDULE OF INTENSITY REGULATIONS" OF THIS ORDINANCE FOR THE APPLICABLE DISTRICT.

STREET	FRONTAGE DISTANCE
REQUIREMENT	83% OF 80 FT = 48 FT X 5 BUILDINGS = 240 FT
COLUMBUS AVE	130 FT
S JOHN ST	788 FT
TOTAL	366 FT (COMPLIES)

SECTION 10.111 TABLE OF OFF-STREET PARKING REQUIREMENTS:

USE	MINIMUM OFF-STREET PARKING REQUIREMENTS
DWELLING - MULTI FAMILY	ONE AND ONE-HALF SPACES FOR EACH DWELLING UNIT
COMPLIES: 24 PARKING SPACES ARE PROVIDED FOR 18 UNITS, SEE SITE PLAN ABOVE.	

SECTION 7.713 DWELLING, MULTIFAMILY REQUIREMENTS

- 1. REQUIREMENTS:
- 2. LOT AREA:
THE MINIMUM LOT AREA FOR THE FIRST DWELLING UNIT SHALL BE SIXTY THOUSAND (60,000) SQUARE FEET, FOR EACH ADDITIONAL DWELLING UNIT, ANOTHER FIFTY-THREE THOUSAND (53,000) SQUARE FEET OF LOT AREA SHALL BE PROVIDED.

SECTION 7.213 DWELLING, MULTIFAMILY REQUIREMENTS (CONTINUED)

- 3. HEIGHT LOT COVERAGE PERCENT AND YARD REQUIREMENTS:
A. MAXIMUM BUILDING HEIGHT LOT COVERAGE PERCENT AND MINIMUM YARD REQUIREMENTS FOR MULTIFAMILY DWELLING ERECTED IN AN DISTRICT AREA AS SET FORTH IN SECTION 4.293, "SCHEDULE OF INTENSITY REGULATIONS", PROVIDED, HOWEVER, IF BUILDING IS OVER TWO STORIES IN HEIGHT, THE MINIMUM SETBACK FROM SIDE LOT LINES SHALL BE INCREASED BY TEN (10) FEET PER EACH STORY OVER TWO, AND FROM REAR LOT LINE BY FIVE (5) FEET PER EACH STORY OVER TWO.
- 5. OPEN SPACE REQUIREMENTS:
A. THE MINIMUM AREA OF DEVELOPED PLAYGROUNDS, RECREATIONAL AREAS OR OTHERWISE USABLE OUTDOOR LAUNDRY OPEN SPACE SHALL BE ONE (1) SQUARE FOOT PER BEDROOM. THE REQUIRED OPEN SPACE MUST BE PROVIDED IN ADDITION TO THE REQUIRED YARD SETBACKS.
51 TO 34 BEDROOMS = 1.00 SF / BEDROOM = 3,100 TO 3,400 SF, 3,192 SF PROVIDED (COMPLIES)

B. CREDITS TO OPEN SPACE: ONE (1) PERCENT OF THE AREA DEVELOPED AS RECREATION SHALL BE IN THE FORM OF BOLLARDS, BENCHES OR OTHER STRUCTURES OR FURNITURE OR STRUCTURES FOR THE USE OF RESIDENTS. THIS CREDIT SHALL BE LIMITED TO A TOTAL OF ONE PERCENT OF THE AREA DEVELOPED AS RECREATION. IN THE JUDGMENT OF THE PLANNING BOARD, THEY ARE FUNCTIONAL AND IN ACCORDANCE WITH REASONABLE SITE PLANNING STANDARDS.

RESIDENTIAL

SECTION 7.715 DWELLING, MULTIFAMILY REQUIREMENTS

C. AFFORDABLE HOUSING BONUS

A SPECIAL PERMIT MAY BE GRANTED BY THE COMMUNITY DEVELOPMENT BOARD ALLOWING AN INCREASE IN DENSITY, AND/OR THE REDUCTION OR ELIMINATION OF ANY OF THE FOLLOWING REQUIREMENTS FOR ANY APPLICANT PROVIDING AFFORDABLE HOUSING UNITS, BASED ON THE FOLLOWING CRITERIA:

- 3. ANY DEVELOPMENT WHICH INCLUDES THIRTY (30) PERCENT OR MORE OF ITS TOTAL UNITS, WHETHER SUBSIDIZED OR NON-SUBSIDIZED, TO BE AVAILABLE FOR HOMEOWNERSHIP TO HOUSEHOLDS WITH AN INCOME LEVEL AT OR BELOW THE MEDIUM INCOME FOR THE CITY OF PITTSFIELD.
- 4. THE APPLICANT MUST DEMONSTRATE THAT THE INCREASED NUMBER OF UNITS, OR THAT THE REDUCTION OR ELIMINATION OF ANY OF THE REQUIREMENTS OF SECTION 7.715 WILL BE IN HARMONY WITH THE PURPOSE OF ZONING AND INTENT OF THIS SECTION.

BUILDING	TOTAL FLOOR AREA (INCLUDING BASEMENT)
BUILDING A	4,150 SF
BUILDING B	3,665 SF
BUILDING C	3,307 SF
BUILDING D	4,292 SF
BUILDING E	8,577 SF
TOTAL	23,991 SF

383 COLUMBUS AVE



CITY OF PITTSFIELD

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

TYPE OF APPLICATION:	Special Requirements – Site Plan Approval
APPLICANT:	Westside Legends, Inc.
OWNER:	Same
PROPERTY LOCATION:	Columbus Ave & South John St
ASSESSOR MAP & LOT:	G09-0005-009
CURRENT ZONING:	High Density Multi-Family Residence (R-M),
INTENSITY REGULATIONS:	Front/Side/Rear Setbacks; Max. ht: 50ft (R-M)
SURROUNDING USES:	Residential
USE REQUESTED:	Construction of multi-family complex containing 5 structures and a total of 16 dwelling units
FILING DATE:	May 28, 2024
HEARING DATE:	June 3, 2024

BACKGROUND

Westside Legends, Inc. (the “applicant”) seeks site plan approval under Section 7.715 (multi-family residential) for the construction of 6 new structures containing a total of 16 dwelling units as part of a town-home style multi-family residential development. The proposed project area is located at the corner of Columbus Avenue and South John Street. The subject parcel is approximately 34,900 square feet (0.8 acres) and is located in the R-M zoning district. The proposed structures include 2 2-family dwellings, a 3-family dwelling, a 4-family structure, and a 5-family structure. The development will have separate access points on both Columbus Ave and South John Street.

The following analysis is based on the requirements contained in the zoning ordinance.

ANALYSIS

SECTION 7.304

A site plan, indicating but not limited to the following:

The proposed use or uses of land and buildings, and the proposed location, size and height of the building, including preliminary architectural drawings;

COMMENT: The plan as submitted shows the buildings meeting all setback, size and height requirements of 4.203, 4.301 & 7.715.

B. The location and design of off-street parking and loading areas;

COMMENT: The proposed project requires 24 parking spaces, the applicant

proposes 24 on-site spaces. This requirement has been met.

- C. **All means of vehicular ingress and egress to and from the site onto public streets and the relationship to street circulation;**

COMMENT: The proposal includes access to Seymour Street through the existing shared curb cut.

.....

- E. **Location of all existing or proposed site improvements, including drains, culverts, retaining walls and fences; description of methods of water supply and sewage disposal, and location of such facilities; location of all proposed water lines, valves and hydrants;**

COMMENT: Site improvements are shown on the submitted site plan. Water and sewer connections will be made along South John Street. No hydrants are required on-site for this project.

- F. **The proposed outdoor lighting, signs, screening and landscaping.**

COMMENT: Screening and landscaping are illustrated on the proposed site plan. Additional lighting is not indicated. The Board may wish to discuss this with the applicant.

SECTION 7.715 DWELLINGS, MULTI-FAMILY REQUIREMENTS:

B. Requirements.

In addition to, or in modification of, other applicable provisions and requirements of this ordinance, the following special provisions and requirements shall apply in the case of multi-family dwellings;

1. More than One Building on a Lot

In a multi-family apartment development, more than one principal building may be permitted on a lot provided that such lot meets the minimum lot width requirements for the respective district as set forth in Section 4.203 of this ordinance.

COMMENT: The subject parcel meets the lot width requirements for the number of proposed multi-family buildings.

2. Lot Area

The minimum lot area for the first dwelling unit shall be six thousand (6,000) square feet. For each additional dwelling unit, another fifteen hundred (1500) square feet of lot area shall be provided.

COMMENT: The required lot area for this project is 34,500 square feet,

w the subject parcel is approximately 34,978 square feet. This requirement has been met.

....

4. **Multi-Family Dwellings in B-G Districts**

- a. **Multi-family dwellings erected in a B-G district shall be subject to all the requirements for an R-M District as set forth in Section 4.203, "Schedule of Intensity Regulations", and the requirements of this section, except that such structures shall be no greater in height than four (4) stories or fifty (50) feet.**

COMMENT: The proposed project is in compliance with the relevant intensity regulations.

.....

5. **Open Space Requirements**

- a. **The minimum area of developed playgrounds, recreational areas or otherwise usable, suitably landscaped open space shall be one hundred (100) square feet per bedroom. This required open space must be provided in addition to the required yard setbacks.**

COMMENT: This project requires at most 3,400 square feet of open space to be set aside. According to the plan submitted, the open space set aside not including parking areas is 3,795 square feet, the proposed plan meets this requirement.

.....

- c. **Parking and play areas shall be so designed and located as to be safely and conveniently accessible from the buildings which they are intended to serve.**

COMMENT: This requirement has been met.

6. **Access and Internal Ways**

- a. **Within the development, vehicular and pedestrian circulation facilities shall be provided for safe and convenient use in accordance with reasonable site planning standards.**

COMMENT: This requirement has been met.

.....

8. **Bond Required**

Unless the installation of public services and construction of common facilities, such as internal streets, walkways, parking and play areas, drainage, landscaping and screening has been completed, no certificate of

occupancy shall be issued by the Building Inspector for any part of the development until the applicant shall have filed in the Office of the City Clerk, a bond with surety satisfactory to the Building Inspector and approved as to form and legality by the City Solicitor. Such bond shall be in the amount sufficient in the judgment of the Department of Public Works to secure the completion of such work in compliance with all applicable statutes, ordinances, and regulations and in accordance with the site plan approved by the Planning Board.

COMMENT: The proposed project will be in compliance with this requirement prior to receiving a Certificate of Occupancy.

.....

SUMMARY

The proposal will create 16 residential units of newly constructed housing. The site plan meets the requirements for on-site parking, lot area, lot coverage and setback requirements under Section 7.715.

Should the Board give favorable consideration to this request for Site Plan Approval, it is recommended that they adopt the staff findings and analysis, and required the following modification in addition to the previous approval:

1. The applicant is subject to all other federal, state and local rules and regulations not specifically covered by the granting of a site plan review.



City of Pittsfield

August 7 20 24

To the City Council of the City of Pittsfield:-

The undersigned respectfully

petitions the City Council of the City of Pittsfield to amend City Code Chapter 23, Article 23-6, "Floodplain District", with revised text that is consistent with the latest version of the State's model Floodplain Bylaw.

Respectfully submitted,

PITTSFIELD COMMUNITY DEVELOPMENT BOARD

Sheila B. Irvin
Chair



CITY OF PITTSFIELD

DEPARTMENT OF COMMUNITY DEVELOPMENT, CITY HALL, 70 ALLEN STREET, RM 205, PITTSFIELD, MA 01201
TEL. (413) 499-9368 – FAX: (413) 395-0152

August 7, 2024

To the Honorable Members
Of the City Council
Of the City of Pittsfield

Re: Petition from the Community Development Board to amend Article 23-6 (Floodplain Ordinance) of the Zoning Ordinance

Dear Councilors:

Attached please find a petition to amend the Pittsfield Zoning Ordinance in relation to Section 6, Floodplain Ordinance.

At the August 6, 2024 Community Development Board meeting, the Board voted 4-0 to petition the City Council to amend the Pittsfield Zoning Ordinance, City Code Chapter 23, Article 23-6, "Floodplain District", with revised text that is consistent with the latest version of the State's model Floodplain Bylaw. The Massachusetts Department of Conservation and Recreation has reviewed and approved the proposed draft.

Attached please find the petition application and draft Ordinance.

Respectfully submitted,

PITTSFIELD COMMUNITY DEVELOPMENT BOARD

A handwritten signature in black ink, appearing to read "Sheila B. Irvin".

Sheila B. Irvin
Chair

ARTICLE 23-6
FLOODPLAIN DISTRICT
(Draft 07-09-2024)

SECTION 6.101 STATEMENT OF PURPOSE

The purpose of the Floodplain Overlay District is to:

- A. Ensure public safety through reducing the threats to life and personal injury;
- B. Eliminate new hazards to emergency response officials;
- C. Prevent the occurrence of public emergencies resulting from water quality, contamination, and pollution due to flooding;
- D. Avoid the loss of utility services which if damaged by flooding would disrupt or shut down the utility network and impact regions of the community beyond the site of flooding;
- E. Eliminate costs associated with the response and cleanup of flooding conditions;
- F. Reduce damage to public and private property resulting from flooding waters;

6.102 ABROGATION AND GREATER RESTRICTION

The floodplain management regulations found in this Floodplain Overlay District section shall take precedence over any less restrictive conflicting local laws, ordinances or codes.

6.103 DISCLAIMER OF LIABILITY

The degree of flood protection required by this bylaw [ordinance] is considered reasonable but does not imply total flood protection.

6.104 DESIGNATION OF COMMUNITY FLOODPLAIN ADMINISTRATOR

The City of Pittsfield Director of Community Development or their designee shall act as the official floodplain administrator for the City.

SECTION 6.2 DEFINITIONS

BASE FLOOD means the flood having a one-percent chance of being equaled or exceeded in any given year.

DEVELOPMENT means any man-made change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) administers the National Flood Insurance Program. FEMA provides a nationwide flood hazard area mapping study program for communities as well as regulatory standards for development in the flood hazard areas.

FLOOD BOUNDARY AND FLOODWAY MAP means an official map of a community issued by FEMA that depicts, based on detailed analyses, the boundaries of the 100-year and 500-year floods and the 100-year floodway. (For maps done in 1987 and later, the floodway designation is included on the FIRM.)

FLOOD HAZARD BOUNDARY MAP (FHBM.) An official map of a community issued by the Federal Insurance Administrator, where the boundaries of the flood and related erosion areas having special hazards have been designated as Zone A or E.

FLOOD INSURANCE RATE MAP (FIRM) means an official map of a community on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY means an examination, evaluation, and determination of flood hazards, and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of flood-related erosion hazards.

FLOODWAY. The channel of the river, creek or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

FUNCTIONALLY DEPENDENT USE means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (1) By an approved state program as determined by the Secretary of the Interior or
 - (2) Directly by the Secretary of the Interior in states without approved programs.

LOWEST FLOOR means the lowest floor of the lowest enclosed area (including basement or cellar). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of NFIP Regulations 60.3.

MANUFACTURED HOME means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain

management purposes, the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes, the term "manufactured home" does not include park trailers, travel trailers, and other similar vehicles.

MOBILE HOME A vehicular portable completely enclosed structure built on a permanent chassis as a single unit designed for long-term occupancy as a dwelling, whether or not placed on or affixed to a foundation, with all the following characteristics:

- A. Containing sleeping accommodations and kitchen facilities with plumbing and electrical connections provided for attachment to outside systems.
- B. Designed to be transported after fabrication on its own wheels or on flatbed or other trailers or detachable wheels.

NEW CONSTRUCTION Structures for which the start of construction commenced on or after the effective date of the first floodplain management code, regulation, ordinance, or standard adopted by the authority having jurisdiction, including any subsequent improvements to such structures. *New construction includes work determined to be substantial improvement.* For the purpose of determining insurance rates, **NEW CONSTRUCTION** means structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later.

RECREATIONAL VEHICLE means a vehicle which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck; and
- (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY - see **FLOODWAY**.

SPECIAL FLOOD HAZARD AREA The land area subject to flood hazards and shown on a Flood Insurance Rate Map or other flood hazard map as Zone A, AE, A1-30, A99, AR, AO, AH.

START OF CONSTRUCTION The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement is within 180 days after the date of issuance. The actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns.

Permanent construction does not include land preparation (such as clearing, excavation, grading or filling), the installation of streets or walkways, excavation for a basement, footings, piers or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home on a foundation.

SUBSTANTIAL IMPROVEMENT means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either (a) before the improvement or repair is started, or (b) if the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

SUBSTANTIAL REPAIR OF A FOUNDATION. When work to repair or replace a foundation results in the repair or replacement of a portion of the foundation with a perimeter along the base of the foundation that equals or exceeds 50% of the perimeter of the base of the foundation measured in linear feet, or repair or replacement of 50% of the piles, columns or piers of a pile, column or pier supported foundation, the building official shall determine it to be substantial repair of a foundation. Applications determined by the building official to constitute substantial repair of a foundation shall require all existing portions of the entire building or structure to meet the requirements of 780 CMR. [As amended by MA in 9th Edition BC]

VARIANCE means a grant of relief by a community from the terms of a flood plain management regulation.

VIOLATION means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in §60.3 is presumed to be in violation until such time as that documentation is provided.

ZONE A means an area of special flood hazard without water surface elevations determined

ZONE A1-30 and ZONE AE means area of special flood hazard with water surface elevations determined

ZONE AH means areas of special flood hazards having shallow water depths and/or unpredictable flow paths between (1) and (3) feet, and with water surface elevations determined

ZONE AO means area of special flood hazards having shallow water depths and/or unpredictable flow paths between (1) and (3) ft. (*Velocity flow may be evident; such flooding is characterized by ponding or sheet flow.*)

ZONE A99 means area of special flood hazard where enough progress has been made on a protective system, such as dikes, dams, and levees, to consider it complete for insurance rating purposes. (Flood elevations may not be determined.)

ZONES B, C, AND X means areas of minimal or moderate flood hazards or areas of future-conditions flood hazard. (*Zone X replaces Zones B and C on new and revised maps.*)

SECTION 6.3 FLOODPLAIN DISTRICT BOUNDARIES

The Floodplain District is herein established as an overlay district. The District includes all special flood hazard areas designated on the Pittsfield Flood Insurance Rate Map (FIRM) issued by the Federal Emergency Management Agency for the administration of the National Flood Insurance Program, dated January 16, 1987, as Zone A, A1-30, and the FEMA Flood Boundary and Floodway Map dated January 16, 1987. These maps indicate the 1%-chance regulatory floodplain. The exact boundaries of the District shall be defined by the 1%-chance base flood elevations shown on the FIRM and further defined by the Flood Insurance Study (FIS) report dated January 16, 1987. The effective FIRM, FBFM, and FIS report are incorporated herein by reference and are on file with the Department of Community Development, and Conservation Commission.

SECTION 6.4 USE REGULATIONS

SECTION 6.401 SITE PLAN REVIEW PROCEDURES

Any person desiring to establish, change or expand any principal permitted use or accessory use which involves or requires the construction of a new structure or the alteration, expansion, or moving of an existing structure, or the outdoor storage of materials (including earth materials) or equipment, or placement of manufactured homes, placement of agricultural facilities, fences, sheds, storage facilities or drilling, mining, paving and any other development that might increase flooding or adversely impact flood risks to other properties shall submit an application for a Site Plan Review to the Community Development Board, describing, in detail, the proposed use of the property and work to be performed, accompanied by plans showing:

- A. The boundaries, dimensions and the specific location of the lot in relationship to the floodway and/or base flood level.
- B. Mean sea level elevation with two-foot or less contour separation for the existing and proposed land surface, and finished elevations of the basement, first floor, and/or disposal facilities.
- C. Amount and location of fill to be deposited in the one-hundred-year floodplain and amount and location of compensatory storage.

SECTION 6.402 SITE PLAN REVIEW REQUIREMENTS

The Community Development Board may approve a site plan application for development in the floodplain if it finds that the proposed use is in compliance with requirements set forth below. The Community Development Board may impose such additional requirements and conditions as necessary to ensure the protection of public health, safety, and welfare. The burden of providing that the proposed use will not endanger the health, safety, and welfare shall rest upon the applicant who shall submit such engineering and hydrological data as may be required.

- A. In Zones A, A1-30, and AE, along watercourses that have not had a regulatory floodway designated, the best available Federal, State, local, or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.

B. In Zones A1-30 and AE, along watercourses that have a regulatory floodway designated on the City's Flood Boundary & Floodway Map encroachments are prohibited, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

D. In A1-30, AH, AE Zones, all recreational vehicles to be placed on a site must be elevated and anchored in accordance with the zone's regulations for foundation and elevation requirements or be on the site for less than 180 consecutive days or be fully licensed and highway ready.

E. When floodproofing is utilized for a particular structure, a registered professional engineer or architect shall certify that the floodproofing methods are adequate to withstand the flood depths, pressures, impact and uplift forces and other factors associated with the base flood.

F. All new construction and substantial improvement of residential and nonresidential structures shall have the lowest floor, including basement and cellar, elevated to or above the base flood level.

G. All subdivision proposals and development proposals in the floodplain overlay district shall be reviewed to assure that:

(a) Such proposals minimize flood damage.

(b) Public utilities and facilities are located & constructed so as to minimize flood damage.

(c) Adequate drainage is provided.

H. When proposing subdivisions or other developments greater than 50 lots or 5 acres (whichever is less), the proponent must provide technical data to determine base flood elevations for each developable parcel shown on the design plans.

I. In A Zones, in the absence of FEMA BFE data and floodway data, the building department will obtain, review and reasonably utilize base flood elevation and floodway data available from a Federal, State, or other source as criteria for requiring new construction, substantial improvements, or other development in Zone A and as the basis for elevating residential structures to or above base flood level, for floodproofing or elevating nonresidential structures to or above base flood level, and for prohibiting encroachments in floodways. The Building Department may require that the applicant provide such data as necessary to complete this review.

J. All other necessary permits will have to be received from those governmental agencies from which approval is required by federal, state or local laws. The proponent must demonstrate that all necessary permits have been acquired.

SECTION 6.403 REFERENCE TO EXISTING REGULATIONS

A. The Floodplain District is established as an overlay district to all other districts. All development in the district, including structural and nonstructural activities, whether permitted by right or by special permit, must be in compliance with MGL c. 131, § 40, and with the following:

(1) Sections of the Massachusetts State Building Code (780 CMR) which address floodplain and coastal high hazard areas;

(2) Wetlands Protection Regulations, Department of Environmental Protection (DEP) (currently 310 CMR 10.00);

(3) Inland Wetlands Restriction, DEP (currently 310 CMR 13.00);

(4) Minimum Requirements for the Subsurface Disposal of Sanitary Sewage, DEP (currently 310 CMR 15, Title 5).

B. Any variances from the provisions and requirements of the above referenced state regulations may only be granted in accordance with the required variance procedures of these state regulations, additionally:

(1) The City will request from the State Building Code Appeals Board a written and/or audible copy of the portion of the hearing related to the variance, and will maintain this record in the community's files.

(2) The City shall also issue a letter to the property owner regarding potential impacts to the annual premiums for the flood insurance policy covering that property, in writing over the signature of a community official that:

(i) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and:

(ii) such construction below the base flood level increases risks to life and property.

(3) Such notification shall be maintained with the record of all variance actions for the referenced development in the floodplain overlay district.

C. Variances to local Zoning Bylaws related to community compliance with the National Flood Insurance Program (NFIP)

A variance from these floodplain bylaws must meet the requirements set out by State law and the procedure identified in Section 11 of this ordinance, and may only be granted if:

- 1) Good and sufficient cause and exceptional non-financial hardship exist;
- 2) the variance will not result in additional threats to public safety, extraordinary public expense, or fraud or victimization of the public; and
- 3) the variance is the minimum action necessary to afford relief.

SECTION 6.404 OTHER USE REGULATIONS

The Department of Public Works, in reviewing all proposed water and sewer facilities to be located in the Floodplain District established under the Zoning Bylaw, shall require that:

A. New and replacement water supply systems be designed to minimize or eliminate infiltration of floodwaters into the systems; and

B. New and replacement sanitary sewage systems be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into

floodwaters and on-site waste disposal systems to be located to avoid impairment to them or contamination from them during flooding.

SECTION 6.405 EXCEPTIONS

A. The requirements of this article are not intended to govern the normal customary grading in the area of an existing or newly constructed building. Such uses include, but are not limited to, the preparation and construction of sidewalks, driveways, and patios. Such grading and earthmoving shall be approved by the Building Inspector at the time of the issuance of the building permits, provided that a plan showing proper drainage and protection of adjoining property has been submitted.

B. The requirement of this article shall not apply to any emergency projects which are certified as such by the Building Inspector.

SECTION 6.5 NOTIFICATION OF WATERCOURSE ALTERATION

6.501 Watercourse alterations or relocations in riverine areas

In a riverine situation, the Director of Community Development or their designee shall notify the following of any alteration or relocation of a watercourse:

- Adjacent Communities, especially upstream and downstream
- Bordering States, if affected
- NFIP State Coordinator
Massachusetts Department of Conservation and Recreation
- NFIP Program Specialist
Federal Emergency Management Agency, Region I

6.502 Requirement to submit new technical data

If the City acquires data that changes the base flood elevation in the FEMA mapped Special Flood Hazard Areas, the City will, within 6 months, notify FEMA of these changes by submitting the technical or scientific data that supports the change(s.)

Notification shall be submitted to:

- NFIP State Coordinator
Massachusetts Department of Conservation and Recreation
- NFIP Program Specialist
Federal Emergency Management Agency, Region I

SECTION 6.6 PERMITTED USES

The following uses of low flood damage potential and causing no obstructions to flood flows are encouraged, provided they are permitted in the underlying district and they do not require structures, fill, or storage of materials or equipment:

- A. Agricultural uses such as farming, grazing, truck farming, horticulture, etc.
- B. Forestry and nursery uses.
- C. Outdoor recreational uses, including fishing, boating, play areas, etc.
- D. Conservation of water, plants, wildlife.
- E. Wildlife management areas, foot, bicycle, and/or horse paths.
- F. Temporary nonresidential structures used in connection with fishing, growing, harvesting, storage, or sale of crops raised on the premises.
- G. Buildings lawfully existing prior to the adoption of these provisions.

Date Received _____

By _____
(fee paid)

**AMENDMENT TO THE ZONING ORDINANCE
CITY OF PITTSFIELD**

1. Amend Zoning Map _____ Amend text, Chapter 23, Code of Laws X
2. Present Zoning District n/a
Zoning Requested n/a
3. Name of Petitioner City of Pittsfield Community Development Board, Sheila Irvin, Chair
Address 70 Allen Street, Room 205, Pittsfield, MA 01201 Telephone # (413) 499-9368
Signature *Sheila B. Irvin*
4. Name of Agent City of Pittsfield Department of Community Development
Address 70 Allen Street, Room 205, Pittsfield, MA 01201 Telephone # (413) 499-9368
Signature _____
5. Name of Property Owners n/a
Address _____ Telephone # _____
6. If Petitioner is not the Property Owner, attach a document indicating interest in property.
State interest: n/a
7. Legal Description: n/a
(Attach "Metes and Bounds" Description if necessary) Assessor's Map No. n/a
8. Attach map of property (drawn to scale) including streets, buildings, uses and property dimensions. n/a
9. If an amendment to the Text of Chapter 23, Code of Laws, state the nature of the amendment: The proposed amendment to Article 23-6 (Floodplain Ordinance) consists of the replacement of the existing Section 6. The proposed revisions bring the City's zoning ordinance into conformance with the latest version of the State's model floodplain bylaw.
10. Article and Section proposed to be amended: Article 23-6 Section 6

Community Development Board: Hearing Date _____ Recommendation _____

City Council: Hearing Date _____ Action Taken _____ Ordinance No. _____



CITY OF PITTSFIELD

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

August 7, 2024

To the Honorable Members
Of the Pittsfield City Council

Re: A petition from the Community Development Board to amend the City Code, Chapter 23, Article 23-4 Section 4.322(D):

Dear Councilors:

Please be advised that on August 6, 2024, the Community Development Board held a public hearing on the aforementioned zoning amendment petition and voted unanimously (4-0) to recommend that the City Council approve the proposed amendment to the zoning ordinance Chapter 23, Article 23-4 Section 4.322(D) – Updating the use table to reflect the creation of the D-C-D zoning district and removal of the B-D zoning district.

Sincerely,

A handwritten signature in cursive script that reads "Sheila B Irvin".

Sheila Irvin^{nj}
Chair

SI/nj



41
RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2024 JUN -6 AM 11:33

CITY OF PITTSFIELD

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

June 5, 2024

To the Honorable Members
Of the Pittsfield City Council

Re: A petition from the Community Development Board to amend the City Code, Chapter 23, Article 23-4 Section 4.322 – updating the use table at Section 4.322(D) to reflect the addition of the D-C-D zoning district and removal of the B-D zoning district.

Dear Councilors:

Please be advised that on June 4, 2024, the Community Development Board voted unanimously to act as the petitioner to amend the zoning ordinance to update Section 4.322(D) to properly reflect the existing zoning districts by removing the reference to the B-D district and inserting the D-C-D district in the relevant section of use table.

Sincerely,

A handwritten signature in cursive script that reads "Sheila Irvin".

Sheila Irvin
Chair

SI/nj



City of Pittsfield

_____ 20 _____

To the City Council of the City of Pittsfield:-

The undersigned respectfully

petitions the City Council of the City of Pittsfield to amend City Code, Chapter 23, Article 23-4 Section 4.322(D) – Updating the use table to reflect the creation of the D-C-D zoning district and removal of the B-D zoning district

Respectfully submitted,

PITTSFIELD COMMUNITY DEVELOPMENT BOARD

Sheila B. Irvin
Chair

Date Received _____

By _____
(fee paid)

**AMENDMENT TO THE ZONING ORDINANCE
CITY OF PITTSFIELD**

1. Amend Zoning Map _____ Amend text, Chapter 23, Code of Laws X

2. Present Zoning District n/a

Zoning Requested n/a

3. Name of Petitioner City of Pittsfield Community Development Board, Sheila Irvin, Chair

Address 70 Allen Street, Room 205, Pittsfield, MA 01201 Telephone # (413) 499-9368

Signature Sheila A. Irvin

4. Name of Agent City of Pittsfield Department of Community Development

Address 70 Allen Street, Room 205, Pittsfield, MA 01201 Telephone # (413) 499-9368

Signature _____

5. Name of Property Owners n/a

Address _____ Telephone # _____

6. If Petitioner is not the Property Owner, attach a document indicating interest in property.
State interest: n/a

7. Legal Description: n/a

(Attach "Metes and Bounds" Description if necessary) Assessor's Map No. n/a

8. Attach map of property (drawn to scale) including streets, buildings, uses and property dimensions. n/a

9. If an amendment to the Text of Chapter 23, Code of Laws, state the nature of the amendment: The proposed amendment to Article 23-4.322 Wireless Communications Facilities consists of an alteration to the use table to reflect the elimination of the B-D zoning district and creation of the D-C-D zoning district

10. Article and Section proposed to be amended: Article 23-7 Section 4.322(D)

Community Development Board: Hearing Date _____ Recommendation _____

City Council: Hearing Date _____ Action Taken _____ Ordinance No. _____



CITY OF PITTSFIELD

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

MEMORANDUM

TO: The City Council
FROM: Department of Community Development
DATE: June 6, 2024
SUBJECT: Amendment of Section 4.322 Wireless Communication Facilities.

The existing zoning requirements for Wireless Communication Facilities under Section 4.322 were adopted in 2019. In 2021, the City adopted the Downtown Creative District zoning amendment, creating the D-C-D and eliminating the Downtown Business (B-D) zoning district. The proposed zoning amendment is being put forward to update the table of uses within Section 4.322 to provide internal consistency and properly identify the existing zoning districts.

**AMENDING THE CODE OF THE CITY OF PITTSFIELD
CHAPTER 23, ZONING**

SECTION I

That the Code of the City of Pittsfield Chapter 23, Zoning, Article 23-4, Section 4.322(D) shall be amended by removing “B-D” and including “D-C-D” in the Zoning District row, as shown:

D. Use Table

SP = Special Use Permit N = Not Permitted ZP = Zoning Permit

Zoning District	<u>Residence Districts -R-43, R-20,R-12, R-6, R-G, R-M</u>	<u>Business Districts – B-C, B-G, B-D, C-W-S</u>	<u>Industrial Districts – I-L, I-G</u>	<u>L-D-I, B-N, D-C-D</u>
Colocation/-Combined Facility#	ZP	ZP	ZP	ZP
DAS - Attached	ZP	ZP	ZP	ZP
Antenna Replacement Facility	ZP	ZP	ZP	ZP
Dual Purpose Facility	SPR	SPR	SPR	SPR
Concealed Small Wireless Facility	SPR	SPR	SPR	SPR
Non-concealed Small Wireless Facility	SPR	SPR	SPR	SPR
DAS - Freestanding	SPR	SPR	SPR	SPR
Concealed Base Station	SPR	SPR	SPR	SPR
Non-Concealed Base Station	SPR	SPR	SPR	SPR
Tower Replacement Facility	SPR	SPR	SPR	SPR
Concealed New Tower	SP	SP	SP	SP
Non-concealed New Tower	SP	SP	SP	SP
Broadcast Tower	SP	SP	SP	SP

Eligible Collocations under 47 USC §1445 shall be administratively approved.

SECTION II

This ordinance shall take effect upon its enactment



No.

City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

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

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 23, ZONING

SECTION I

That the Code of the City of Pittsfield Chapter 23, Zoning, Article 23-4, Section 4.322(D) shall be amended by removing "B-D" and including "D-C-D" in the Zoning District row, as shown:

D. Use Table

SP = Special Use Permit N = Not Permitted ZP = Zoning Permit

Zoning District	Residence	Business	Industrial	L-D-I, B-N, D-C-D
	Districts -R-43, R-20,R-12, R-6, R-G, R-M	Districts - B-C, B-G, C-W-S	Districts - I-L, I-G	
Colocation/-Combined Facility#	ZP	ZP	ZP	ZP
DAS - Attached	ZP	ZP	ZP	ZP
Antenna Replacement Facility	ZP	ZP	ZP	ZP
Dual Purpose Facility	SPR	SPR	SPR	SPR
Concealed Small Wireless Facility	SPR	SPR	SPR	SPR
Non-concealed Small Wireless Facility	SPR	SPR	SPR	SPR
DAS - Freestanding	SPR	SPR	SPR	SPR
Concealed Base Station	SPR	SPR	SPR	SPR
Non-Concealed Base Station	SPR	SPR	SPR	SPR
Tower Replacement Facility	SPR	SPR	SPR	SPR

Approved as to Form and Legality,

City Solicitor



No.

City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

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

Concealed New Tower	SP	SP	SP	SP
Non-concealed New Tower	SP	SP	SP	SP
Broadcast Tower	SP	SP	SP	SP

Eligible Collocations under 47 USC §1445 shall be administratively approved.

SECTION II

This ordinance shall take effect upon its enactment

Approved as to Form and Legality,

City Solicitor

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

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

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 23, ZONING

SECTION I

That the Code of the City of Pittsfield Chapter 23, Zoning, Article 23-4, Section 4.322(D) shall be amended by removing "B-D" and including "D-C-D" in the Zoning District row, as shown:

D. Use Table

SP = Special Use Permit N = Not Permitted ZP = Zoning Permit

Zoning District	Residence Districts -R- 43, R-20.R-12, R-6, R-G, R-M	Business Districts - B-C, B-G, C-W-S	Industrial Districts - I-L, I-G	L-D-I, B-N, D-C-D
Colocation/-Combined Facility#	ZP	ZP	ZP	ZP
DAS - Attached	ZP	ZP	ZP	ZP
Antenna Replacement Facility	ZP	ZP	ZP	ZP
Dual Purpose Facility	SPR	SPR	SPR	SPR
Concealed Small Wireless Facility	SPR	SPR	SPR	SPR
Non-concealed Small Wireless Facility	SPR	SPR	SPR	SPR
DAS - Freestanding	SPR	SPR	SPR	SPR
Concealed Base Station	SPR	SPR	SPR	SPR
Non-Concealed Base Station	SPR	SPR	SPR	SPR

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

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

Concealed New Tower	SP	SP	SP	SP
Non-concealed New Tower	SP	SP	SP	SP
Broadcast Tower	SP	SP	SP	SP

Eligible Collocations under 47 USC §1445 shall be administratively approved.

SECTION II

This ordinance shall take effect upon its enactment



City of Pittsfield

RECEIVED CITY CLERK
CITY OF PITTSFIELD, MA

2024 AUG -7 PM 12:51

August 7, 20 24

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that the Commissioner of Public Services, the City Engineer, and the Traffic Superintendent change the solid red left turn arrow heading north on South Street at the intersection with South Mountain Road to a yellow flashing arrow. This change will allow cars heading north on South Street, turning left onto South Mountain Road, to yield to oncoming traffic instead of waiting for the signal to change. This adjustment will make the intersection consistent with other intersections in the South Street-Pittsfield Lenox Road corridor, reducing delays for our constituents.

Patrick Kavey

Ward 5 Councilor



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2024 AUG -7 PM 12:50

August 7, 20 24

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that the Commissioner of Public Services and City Engineer evaluate the crosswalk at Henry Ave and South Street, and report back to the Council with a plan to increase safety for pedestrians.

Patrick Kavey

A handwritten signature in black ink that reads "Patrick Kavey".

Ward 5 Councilor



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2024 AUG -7 PM 12:49

August 7, 20 24

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that the Commissioner of Public Services and the City Engineer explore traffic calming measures on Melbourne Road.

Patrick Kavey

Ward 5 Councilor



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2024 AUG -7 PM 12:48

____ August, _____ 20 24 ____

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that the Mayor and Commissioner of Public Services restructure the Department of Public Services. Specifically, by merging the Highway Division and the Traffic Division and updating standard operating procedures to streamline efficiency and improve outcomes across the city.

Patrick Kavey

A handwritten signature in black ink that reads "Patrick Kavey".

Ward 5 Councilor