



CITY OF PITTSFIELD
REGULAR MEETING
PITTSFIELD CITY COUNCIL
Tuesday, August 9, 2016 at 7:00 p.m.
Pittsfield City Hall, City Council Chamber

CITY CLERK
CITY OF PITTSFIELD, MA
RECEIVED
2016 AUG -5 P 2:49

REVISED AGENDA
(SEE ITEM #14)

1. Open microphone

APPOINTMENTS

2. Appointment of Thomas Sammons to the position of Captain and Matthew Packard, Robert Stevens and Kenneth Cowan to the position of Lieutenant in the Pittsfield Fire Department
3. Appointment of Mark Trapani to the position of Captain, Gary Traversa to the position of Lieutenant and John Soules to the position of Sergeant in the Pittsfield Police Department
4. Appointment of Brenna E. Dorr to the position of police officer in the Pittsfield Police Department
5. Appointment of Karen Jacobs and Glenn Shalan as members of the Cultural Council
6. Appointment of Jamie Cahillane, Rhonda Serre, Gregory Yon and Gina Armstrong as members of the Resource Recovery Commission

COMMUNICATIONS FROM HER HONOR THE MAYOR

7. A communication from Mayor Tyer submitting an Order amending Order No. 53 of the series of 2015 with regard to capital expenditures
8. A communication from Mayor Tyer submitting Orders authorizing the City to approve easements in connection with the West Housatonic/Center/Elizabeth Streets intersection improvement project
9. A communication from Mayor Tyer submitting an Order authorizing the City to enter into a Consent Agreement and Notice of Lease regarding a certain ground lease with 6 Westview LLC
10. A communication from Mayor Tyer submitting an Order authorizing the City to terminate certain storm water drainage easements located on property of General Electric Company on East Street
11. A communication from Mayor Tyer submitting an Order authorizing the City to approve a Tax Agreement for personal property with Syncarpha Hancock III, LLC
12. A communication from Mayor Tyer submitting an Order authorizing the City to grant a conveyance of an easement on Downing Four to Western Massachusetts Electric Company, d/b/a Eversource Energy

13. A communication from Mayor Tyer submitting an Order accepting a gift of funds in the amount of \$31,000 from the Buddy Pellerin Field Committee
14. A communication from Mayor Tyer submitting an order accepting a donation of a veteran-of-the-year bench from the Berkshire Veterans' Coalition
15. A communication from Mayor Tyer submitting an order accepting a gift of funds in the amount of \$2,500 from Downtown Pittsfield, Inc.
16. A communication from Mayor Tyer submitting an order accepting a gift of funds in the amount of \$500 from Frank Taginski
17. A communication from Mayor Tyer submitting an order accepting a gift of funds in the amount of \$500 from the Berkshire Bank Foundation
18. A communication from Mayor Tyer submitting an Ordinance amending the City Code, Chapter 13, Motor Vehicles and Traffic, Article 1, Section 13-1 to add the definition for multiple-space parking meters and spaces
19. A communication from Mayor Tyer submitting an Ordinance amending the City Code, Chapter 16, Personnel, Article 1, In General
20. A communication from Mayor Tyer submitting a Traffic Order establishing parking meter zones in accordance with the City's parking management plan
21. A communication from Mayor Tyer submitting a Traffic Order establishing hourly parking meter fees in parking meter zones and municipal parking areas in accordance with the City's parking management plan
22. A communication from Mayor Tyer submitting an Order authorizing the City to designate Salisbury Court, Baver Drive, Breit Drive, Rubin Drive Walchenbach Circle and Zeff Drive for removal of snow and ice

COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND BOARDS

23. A petition from Councilor Caccamo requesting an amendment to the City Code, Chapter 8, Solid Waste and Disposal, to require the use of a trash and recycling toter system
24. A petition from Councilor Caccamo requesting installation of stop signs on Dawes Avenue at the intersections of Edward Avenue and Revere Parkway, Livingston Avenue and Concord Parkway, and Stratford Avenue and Lexington Parkway
25. A petition from Councilor Morandi requesting installation of "No Parking" signs in front of 169 First Street
26. A petition from Councilor Morandi requesting an update from the Director of Public Health at the September 2016 Public Health and Safety subcommittee meeting on the recent Pittsfield walkability audit
27. A petition from Councilors Simonelli and Connell requesting two parking spaces in front of 122 North Street, one of which should be designated as a handicapped space, to replace the current loading zone

28. A petition from Councilor Mazzeo requesting representatives of Waterstone Retail Development, LLC hold a public input session at the September 13, 2016 Council meeting to discuss the proposed project on the PEDDA site

REPORTS OF COMMITTEES

Report of the Committee on Ordinances and Rules

29. A report of the Committee on Ordinances and Rules on a petition from Councilor Connell requesting installation of handicapped spaces on North, South, Tyler, Elm and West Streets at a ratio of one for every ten available spots, recommending approval
30. A report of the Committee on Ordinances and Rules on a petition from Pittsfield residents requesting an Ordinance regarding the display of non-domesticated animals for entertainment, recommending approval
31. A report of the Committee on Ordinances and Rules on a petition from Pittsfield residents requesting the City Council approve submission of a ballot question to adopt the Community Preservation Act in Pittsfield, recommending approval
32. A report of the Committee on Ordinances and Rules on a petition from the Historical Commission to amend the City Code, Article 3, Section 3-31.1, Delay of Demolition for Preservation of Historically Significant Structures, recommending approval
33. A report of the Committee on Ordinances and Rules on a petition from Alexander Blumin requesting the City Council stop considering petitions calling for political, legal, environmental or union/labor-related resolutions, recommending it be filed

Report of the Traffic Commission

34. A report of the Traffic Commission on a petition from Councilor Connell requesting speed limit signs near all school indicate the enforcement times, recommending signs read "when children are present."
35. A report of the Traffic Commission on a petition from Enid Fuhrman requesting a 4-way stop sign at the intersection of Valentine Road and Lakeway Drive, recommending the request be denied

Report of the Committee on Public Health and Safety

36. A report of the Committee on Public Health and Safety on a petition from Councilors Rivers and White requesting an overview of the City's current policies and procedures regarding hypodermic syringes with needles and any other information regarding a solution to this public health issue, recommending the report be accepted and placed on file

UNFINISHED BUSINESS

37. A petition from Councilors Mazzeo and Connell requesting installation of left turn signals at the intersection of Center St. and Columbus Ave. for northbound and southbound traffic (tabled 6-28-16)

MATTERS TENTATIVELY REFERRED BY THE PRESIDENT UNDER RULE 27

Referred to the Committee on Public Health and Safety

38. A petition from Councilor Morandi requesting a joint meeting of the Committee on Public Health & Safety and the Board of Health for the annual review of Building 71 and Hill 78

Referred to the Committee on Ordinances and Rules

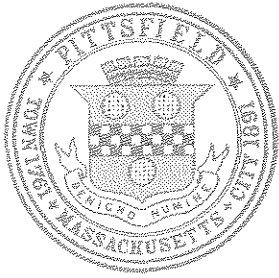
39. A petition from Alexander Blumin that members of the Human Rights Commission be elected by residents of Pittsfield

Referred to the School Building Needs Commission

40. A petition from Craig Gaetani requesting lateral boring samples be taken under the Taconic High School building

PLACED ON FILE

41. A petition from Alexander Blumin requesting the City Council stop considering petitions or resolutions regarding political, legal, environmental and union/labor-related issues
42. A petition from Craig Gaetani requesting any Pittsfield citizen or taxpayer be allowed to tour any facility owned by the City of Pittsfield
43. A petition from Craig Gaetani requesting Chief Wynn come before the City Council to explain which telephone lines at the Police Department are recorded
44. A petition from Craig Gaetani requesting the City Council plan for a ballot question regarding the Taconic High School project
45. A petition from Craig Gaetani requesting name tags be displayed for all board members so they can be identified
46. A petition from Craig Gaetani requesting letters to city officials be responded to within 10 days



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

August 4, 2016

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 Fire Department:

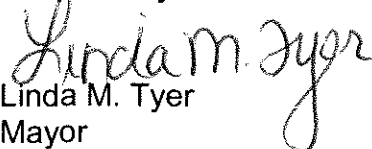
Fire Fighter Matthew Packard appointed to the position of Permanent Fire Lieutenant

Fire Fighter Robert Stevens appointed to the position of Permanent Fire Lieutenant

Fire Fighter Kenneth Cowan appointed to the position of Permanent Fire Lieutenant

Lieutenant Thomas Sammons appointed to the position of Permanent Fire Captain

Respectfully submitted,


Linda M. Tyer
Mayor

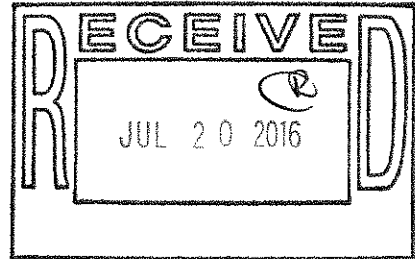


City of Pittsfield Fire Department

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

July 19, 2016

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



Mayor Tyer;

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

Respectfully submitted,

Robert Czerwinski
Fire Chief

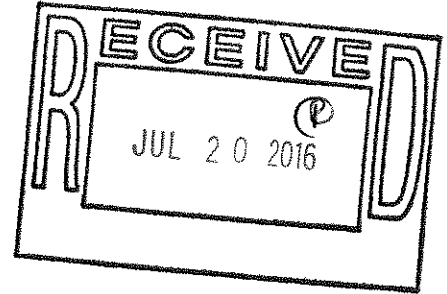


City of Pittsfield Fire Department

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July 19, 2016

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



Mayor Tyer;

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

Respectfully submitted,

Robert Czerwinski
Fire Chief

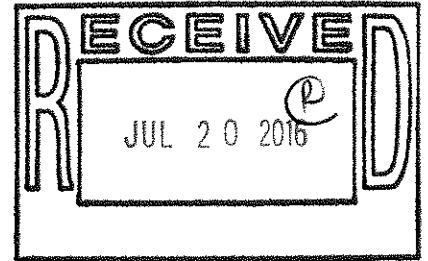


City of Pittsfield Fire Department

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July 19, 2016

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



Mayor Tyer;

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

Respectfully submitted,

Robert Czerwinski
Fire Chief

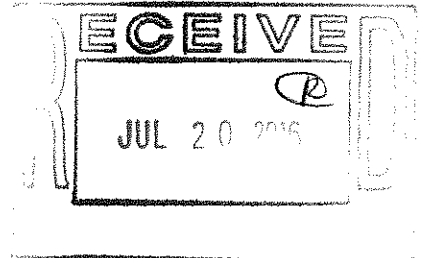


City of Pittsfield Fire Department

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July 19, 2016

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

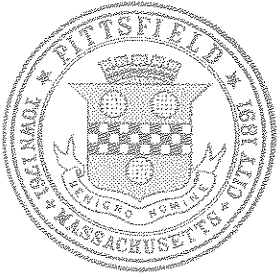


Mayor Tyer;

Submitted for your consideration is a request to appoint Lieutenant Thomas Sammons to the position of Permanent Fire Captain in the Pittsfield Fire Department.

Respectfully submitted,

Robert Czerwinski
Fire Chief



THE CITY OF PITTSFIELD
OFFICE OF THE MAYOR
70 Allen Street, Pittsfield, MA 01201
(413) 499-9321 • ltyer@pittsfieldch.com

Linda M. Tyer
Mayor

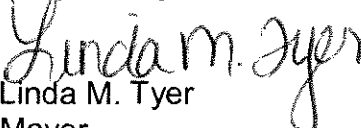
August 4, 2016

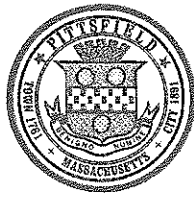
To the Honorable Members of the City Council
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Councilors,

It is my sincere privilege to submit herewith for your consideration, the following permanent full-time appointments of Captain Mark Trapani, Lieutenant Gary Traversa and Sergeant John Soules to the Pittsfield Police Department.

Respectfully submitted,


Linda M. Tyer
Mayor



**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

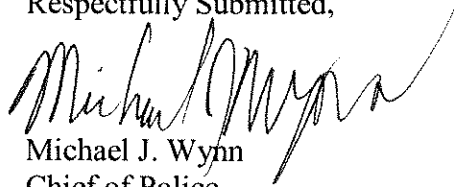
July 27, 2016

Honorable Linda Tyer
70 Allen Street
Pittsfield, MA 01201

Dear Mayor Tyer,

Submitted herewith for your approval and referral to the City Council are the permanent full-time appointments of Captain Mark Trapani, Lieutenant Gary Traversa and Sergeant John Soules with the Pittsfield Police Department.

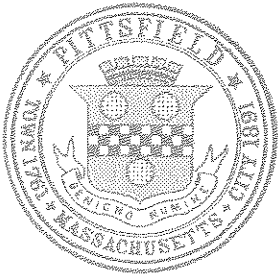
Respectfully Submitted,



Michael J. Wynn
Chief of Police

c: Personnel Department

“DEDICATED TO EXCELLENCE”



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

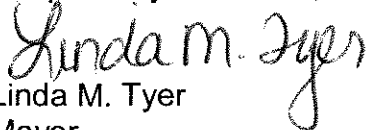
August 4, 2016

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

Dear Councilors,

It is my sincere privilege to submit herewith for your consideration, the following appointment of Brenna E. Dorr as a Police Officer with the Pittsfield Police Department.

Respectfully submitted,


Linda M. Tyer
Mayor



**CITY OF PITTSFIELD
POLICE DEPARTMENT**

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

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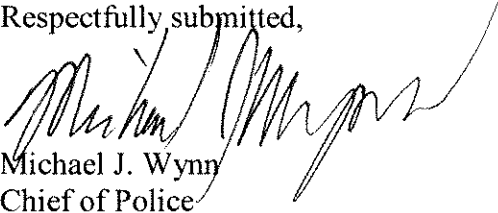
August 3, 2016

Honorable Linda Tyer
70 Allen Street
Pittsfield, MA 01201

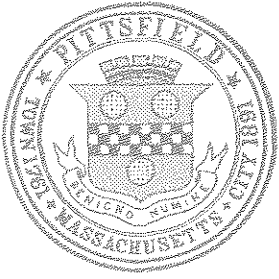
Dear Mayor Tyer:

Submitted herewith for your approval and referral to the City Council is the appointment of Brenna E. Dorr as a Police Officer with the Pittsfield Police Department.

Respectfully submitted,


Michael J. Wynn
Chief of Police

c: Personnel Dept



THE CITY OF PITTSFIELD
OFFICE OF THE MAYOR
70 Allen Street, Pittsfield, MA 01201
(413) 499-9321 • ltyer@pittsfieldch.com

Linda M. Tyer
Mayor

August 4, 2016

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 Cultural Council for three year terms expiring August 9, 2019:

Karen S. Jacobs, 19 Cherryhill Drive, Pittsfield, MA 01201
Glenn Shalan, 33 Howard Street, Apt. 2, Pittsfield, MA 01201

Respectfully submitted,

Linda M. Tyer

Linda M. Tyer
Mayor

Karen S. Jacobs
19 Cherryhill Drive
Pittsfield, MA 01201

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

June 9, 2016

Dear Mayor Tyer,

I would like to request that I be appointed to the Pittsfield Cultural Council for a period of 3 years, to commence in September, 2016.

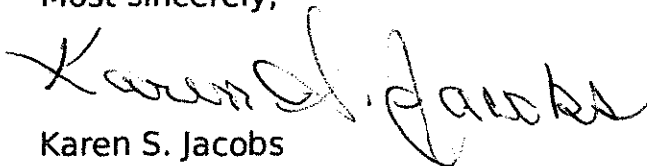
I am a practicing visual artist who moved to Pittsfield 2.5 years ago from the Boston area. For 8 years I was the Chairperson of semi-annual Fountain Street Open Studios Weekend in Framingham, MA. My duties included writing grants to help support our art-related outreach efforts to the Framingham community which included presenting the art of public school students during our twice yearly Open Studios.

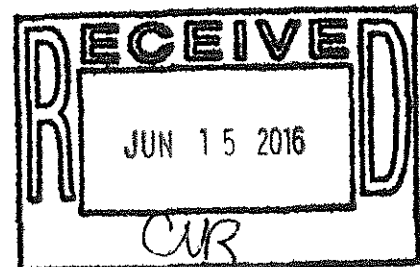
Since moving to Pittsfield I have exhibited work during First Fridays Artswalk and at other local venues, been a judge for Berkshire Jazz Inc. Student Art Contest at Pittsfield City Hall, and connected with other visual artists in the area through the Berkshire Art Association.

I believe I have the skills needed to be an asset to the Pittsfield Cultural Council and thus to the City of Pittsfield. I understand the commitment would be for a 3 year period, renewable for another 3 years. In order to be a member I was told that I need to request this appointment from you.

Please consider my appointment as a commitment to improving the artistic endeavors of those in our fine city.

Most sincerely,


Karen S. Jacobs



Resume included

Karen S. Jacobs
19 Cherry Hill Drive
Pittsfield, MA 01201

EDUCATION

- 1992 - 1998 School of the Museum of Fine Arts, Boston, MA
Diploma In Fine and Applied Arts; Focus on painting, drawing, printmaking
- 1964 - 1968 Boston University, Boston, MA
Bachelor of Science, Certificate of Occupational Therapy

SELECTED EXHIBITIONS

- June-July 2016 Berkshire Visions ~ Two Artists/Two Mediums, Old Chatham, NY
- Sept. 2015 Opening Exhibition, 11 Artists, Underground Salon, Great Barrington, MA
- Sept. 2015 Personal Visions, A Solo Exhibition, Berkshire Community College, Pittsfield, MA
- August 2015 New Works, Unusual Wedding Rings & More, Pittsfield, MA
- July/Aug 2015 3 Artists ~ 3 Views, Becket Art Center, Becket, MA
- June/July 2014 Reflecting Reflections, Newton Wellesley Primary Care Group, Wellesley, MA
- May/June 2014 Getting Warmer, Alpers Fine Art, Andover, MA
- May, 2014 Reflected/Reflections, Unusual Wedding Rings & More, Pittsfield, MA
- March, 2014 Passage West, Berkshire Community College, Intermodal Gallery, Pittsfield, MA
- April, 2013 8 X 8 Small Works Exhibition, Fountain Street Fine Art, Framingham, MA
- Dec., 2013 Holiday Small Works Show, Fountain Street Fine Art, Framingham, MA
- Sept., 2012 Ephemeral Views, a solo exhibition, Marino Center, Wellesley, MA
- July, 2012 Internal Combustion, Fountain Street Fine Art, Framingham, MA
Juror: Joseph Carroll, owner, curator Carroll & Sons Art Gallery, Boston, MA
- June, 2012 Off the Wall, Danforth Museum of Art, Framingham, MA
Juror: Cody Hartley, Director Gifts of Art, Museum of Fine Arts, Boston, MA
- April, 2012 12 X 12 in 2012, Fountain Street Fine Art, Framingham, MA
- Dec., 2011 The Sequel, Alpers Fine Art, Andover, MA
- Dec., 2011 Largely Small Works, Gallery 1581, Boston Graduate School of Psychoanalysis, Brookline, MA
- Oct., 2011 17th Annual Juried Exhibition, Zullo Gallery, Medfield, MA
- July, 2011 The Fixed & The Fluid, Paul Fragala & Associates, Andover, MA
- May, 2011 Transitory Moments, a solo exhibition, Ashland Public Library, Ashland, MA
- Feb., 2011 Unscripted, Opening Exhibition Fountain Street Fine Arts, Framingham, MA
Juror: Katherine French, Director, Danforth Museum of Art, Framingham, MA
- June, 2011 Off the Wall, Danforth Museum of Art, Framingham, MA
Jurors: Jen Mergel, Beal Family Senior Curator, Museum of Fine Arts, Boston, MA
Helen Molesworth, Chief Curator, Institute of Contemporary Art, Boston, MA
- May, 2009 Found: 9 Artists, Zullo Gallery, Medfield, MA
- Dec., 2008 Red Door Gallery Invitational, Dover, MA
- July, 2008 American Summer '08, Kingston Gallery, Boston, MA
Juror: Matt Nash, Editor, Bigred&shiney.com
- March, 2008 The Canvasation Project, Gallery xiv, Boston, MA
- Jan., 2005 Boston Art, South End Artists, Piano Factory Gallery, Boston, MA
- May, 2002 A Conversation Among Three Artists, Artspace Gallery, Maynard, MA
- May, 2001 70th Annual Juried Spring Exhibition, National Art League, Douglaston, NY
- Dec., 1999 450 Group Show, Clifford Smith Gallery, Boston, MA

OTHER VENUES

- 2016 Juror Student Art Contest, Berkshire Jazz Inc., Pittsfield, MA
- 2015 - Present NUarts Studios & Gallery, Pittsfield, MA
- 2010 - 2015 The MassArt Auction, a juried auction, Mass College of Art, Boston, MA
- 2005 - 2013 Chairperson Fountain Street Studios Open Studios Weekends (Semi-Annual), Framingham, MA
- 1998 - 2005 United South End Artists Association Open Studios Weekend, Boston, MA

1997 - 2013 December Sale, School of the Museum of Fine Arts, Boston, MA

BIBLIOGRAPHY

March, 2014 "First Fridays Artswalk, ArtsIndie Blog Post - March 11, 2014, Pittsfield, MA
Nov., 2010 Art on Display at Holiday Stroll, Metrowest Daily News, Framingham, MA
April, 2007 In America, Metrowest Daily News, Framingham, MA
April, 2005 Works of Art Spill Over with Talent, Metrowest Daily News, Framingham, MA
July, 2004 Laurapalooza, SOWA News, Boston, MA

SELECTED COLLECTIONS

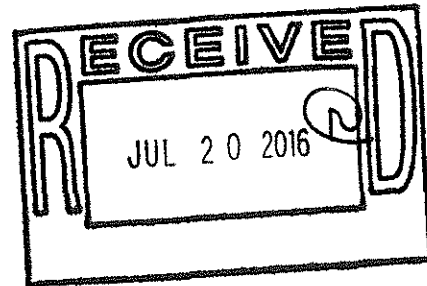
Mr. & Mrs. Andrew Curtis, New York, New York
Children's Floating Hospital, Boston, MA
Newbridge on the Charles, Dedham, MA
Dr. Ralph de La Torre, Newton, MA
William & Katherine Osgood, Vermont

REPRESENTATION AND ASSOCIATIONS

2015 - Present Nuarts Studios & Gallery, Pittsfield, MA
2011 - Present Alpers Fine Art, Andover, MA
2005 - Present Debbie Bowen & Associates, Newton, MA
1998 - Present Women's Caucus for the Arts
2011 - 2014 Fountain Street Fine Art Gallery, Framingham, MA
2005 - 2014 Fountain Street Artist Association, Framingham, MA
1998- 2005 South End Artists Association, Boston, MA

July 20, 2016

Mayor Linda Tyer
City Hall, Room 105
70 Allen St.
Pittsfield, MA. 01201



Dear Mayor Tyer,

I'm writing to express my interest in becoming a member of the Pittsfield Cultural Council. As a self-employed artisan, I believe I have the necessary background and experience for this position. In the past, I did serve on the Cultural Council in Northern Berkshire so I am familiar with the Local Cultural Council program. Enclosed is my resume. Thank you for your consideration.

Glenn Shalan
33 Howard St., Apt. 2
Pittsfield, MA. 01201

Glenn Shalan

33 Howard St., Apt. 2
Pittsfield, MA. 01201

Experience

Owner, Shalan Stained Glass LLC, North Adams, MA. July 2006 - Present

Shalan Stained Glass specializes in the conservation and restoration of stained and leaded glass windows for churches, public buildings and private residences. Projects include the restoration of ten stained glass windows for the Lutheran Church of the Reformation, Washington, D.C., the restoration of nineteen stained and leaded glass windows for the James Blake House, Dorchester, MA., Boston's oldest home and the replication of two stained and leaded glass windows, originally designed by G. Owen Bonawit for the Sterling Memorial Library, Yale University, New Haven, CT.

Stained Glass Artisan, Cummings Studios, North Adams, MA.

October 1999 - April 2006

Served as Project Manager for several large restoration projects. They include the replication of a fifty-two foot wide octagonal stained, leaded and etched glass laylight for Tweed Courthouse, New York, N.Y. The project received an Excellence in Design Award from the Art Commission of the City of New York.

The restoration of three stained glass domes originally designed by Tiffany Studios for Essex County Courthouse, Newark, N.J. The project received a National Preservation Honor Award from the National Trust for Historic Preservation.

Stained Glass Artisan, Jersey Art Stained Glass, Frenchtown, N.J.

August 1998 - September 1999

Projects include the restoration of the stained and leaded glass laylight in the main waiting room, Erie Lackawanna Terminal, Hoboken, N.J.

Stained Glass Artisan, Art Glass Studio, Brooklyn, N.Y. August 1991 - July 1998

Projects include the restoration of the stained and leaded glass windows for the New Lots Dutch Reformed Church, Brooklyn, N.Y., a New York Landmarks Conservancy award winning project.

Designer/Draftsman, Office Planning, Inc. New York, N.Y.

January 1990 - December 1990

Responsibilities included field measuring for existing condition plans and preparing construction drawings.

Stained Glass Artisan, Full Circle Glass Company, Pearl River, N.Y.

October 1982 - October 1989

Responsible for the fabrication and installation of stained, leaded and etched glass windows for private residences and restaurants.

Education

Associate in Applied Science, Interior Design, Parsons School of Design, New York, N.Y.

September 1987 - May 1989

Bachelor of Arts, Hispanic Language and Literature, Boston University, Boston, MA.

September 1978 - May 1980

Jacksonville University, Jacksonville, Florida September 1976 - May 1978

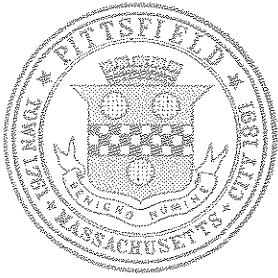
Volunteer Activities, Professional Organizations

Cultural Council of Northern Berkshire October 2001 - January 2006

Served as both Treasurer and Chairperson. Received a Leadership Circle Award from the Massachusetts Cultural Council in recognition of my volunteer efforts during my tenure with the council.

Member, American Glass Guild

July 2006 - Present



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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Linda M. Tyer
Mayor

August 4, 2016

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 Resource Recovery Committee for five year terms expiring August 9, 2021:

Jamie Cahillane, CET, 112 Elm Street, Pittsfield, MA 01201

Rhonda Serre, 5 Ridge Avenue, Pittsfield, MA 01201

Greg Yon, 33 Kittredge Road, Pittsfield, MA 01201

Gina Armstrong, Director of Public Health, 100 North Street, Pittsfield, MA 01201 (term for as long as qualified)

Respectfully submitted,


Linda M. Tyer
Mayor

Jamie Cahillane has been in the solid waste prevention, reduction and recycling field for more than twenty-five years. He is currently a Green Business Specialist at the Center for EcoTechnology(CET) where he has been employed for the past 18 years. Through CET, He manages the Southern Berkshire Solid Waste Management District, provides technical assistance to businesses through Recycling Works Massachusetts and manages the fifteen-town south Berkshire Household Hazardous Waste Collaborative. He represents several Berkshire towns on the Springfield MRF advisory board. He lives in Lenox Dale with his wife and two daughters.

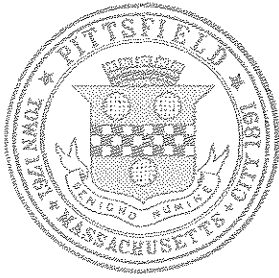
Greg Yon received a BA degree with a concentration in Business Management from Norwich University in 1995. Mr. Yon has an extensive background in franchising and franchise support. He also has experience in transportation, warehousing, purchasing, contract negotiations, waste management, trash hauling, general maintenance, and general employee management.

Mr. Yon worked for General Electric Company and GE Plastics from 1973 to 1995 serving the company in many different operational positions.

In 1996 Mr. Yon became an entrepreneur and started, owned and operated a Handle With Care Packaging Store franchise, a Local Intra-State Moving Company and a Penske Truck Rental Agency. During his time as a franchisee he also served as Director of Transportation for The Packaging Store Inc. He successfully built his businesses and sold them in 2003. In 2004 he joined the Navis Logistics Corporate team as a Field Support Manager. In 2005 he was named Director of Field Support and Training. In that position he was responsible for the operations, support, and training all North American Navis locations. He served in that position until 2010.

In 2012, after spending approximately 12 months as Director of Maintenance for the City of Pittsfield Massachusetts, Greg joined the Bin There Dump That team as Manager of Field Support and Training. In this position he works directly with the Franchise Operators as a business partner, providing operational analysis to optimize productivity for all Bin There Dump That franchise locations. He interacts with Bin There Dump That business owners to develop and administer growth strategies to increase their profitability. He also directs "Bin Learnin' University" – the Bin There Dump That comprehensive training school.

Mr. Yon has been married for 33 years and has three grown children and 3 grandchildren. He lives and works out of an office in Pittsfield, MA.



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

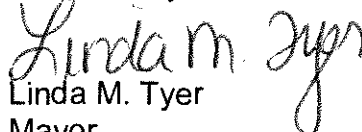
August 4, 2016

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

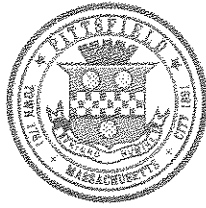
Dear Councilors,

Submitted herewith for your consideration is an Order amending Council Order 53 adopted by the City Council on June 23, 2015 by reducing the amount authorized to be borrowed for the Pittsfield High School Handicap Ramp and Air Intake Repairs by \$150,000 and increasing the amount authorized to be borrowed for the Pittsfield High Auditorium Upgrades by \$150,000 to a total of \$300,000.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB
Enclosure



CITY OF PITTSFIELD

OFFICE OF DIRECTOR OF FINANCE AND ADMINISTRATION, CITY HALL, 70 ALLEN STREET, PITTSFIELD, MA 01201
(413) 499-9466

July 25, 2016

To the Honorable Linda M. Tyer, Mayor
70 Allen Street
Pittsfield, MA 01201

Dear Mayor Tyer:

Submitted herewith for your consideration is an Order amending Council Order 53 adopted by the City Council on June 23, 2015 by reducing the amount authorized to be borrowed for the Pittsfield High School Handicap Ramp and Air Intake Repairs by \$150,000 and increasing the amount authorized to be borrowed for the Pittsfield High Auditorium Upgrades by \$150,000 to a total of \$300,000. This request is from the Building Maintenance Department. A letter from the Department detailing this request is attached for your information.

Respectfully Submitted,


Matthew M. Kerwood
Finance Director



CITY OF PITTSFIELD

***Maintenance Department 81 Hawthorne Ave., Pittsfield, MA 01201
TEL (413) 499-9476 FAX (413) 395-0135***

July 22, 2016

In early 2015 the Building Maintenance Department received budget estimates for replacement of the stage lighting, house lighting, fire curtain and other improvements for the theatre at Pittsfield High School. This estimate was the basis for the capital request in the Fiscal Year 2016 budget of \$150,000.

In early 2016 the fire curtain portion of the project was bid and completed. To date there has been \$53,007.13 spent on construction and engineering services for this portion of the project, which leaves a \$96, 992.87 balance remaining in capital for use.

In May 2016 the Stage Lighting portion of the project was bid by Purchasing, along with four additional alternate items for consideration by the bidder to provide pricing on for our consideration. The four additional requests were- listed in order of priority:

1. House Lighting- Supplemental lighting in the seating area.
2. Stage Wall Washer Lighting- Less critical but needed for upgrade to provide appropriate soft off- stage lighting.
3. Electric Light Rigging Control Winch- Currently operates on a manual pulley system.
4. LED Theatrical Lighting- The current gold standard of stage lighting. This item was thought to help with energy efficiency and cut down on bulb purchase and maintenance needs.

The minimum bid that was received in June 2016, was \$230,900 only to complete the primary project with none of the four additional items. Even without the additional items included, this still means there is a \$133,907.13 variance that remains unfunded for this project.

At the same time, the Fiscal Year 2016 budget appropriated \$300,000 for upgrades and repairs to the PHS handicapped ramp and sub structure based upon estimates completed by the department in 2015. This area has suffered from persistent water infiltration for years from leakage around three large vent tubes that were formerly used for fresh air supply into the

locker room showers. These are no longer operational as the showers have not been used for at least twenty years. The water infiltration caused damage to some of the supporting beams under the ramp which must be repaired. There is also ponding of water occurring outside in the plaza area between the top of the ramp and the doors into the school which must also be corrected.

When the capital estimate was first conceived by the department, it was thought that most of the structural supporting steel would need to be removed as well as much of the old heating and ventilation machinery nearby. This spring, a structural engineer evaluated the supporting steel and determined that the scope of the project could be scaled back and that some of the machinery first thought to be removed, could in fact be left in place.. Because of this information our estimate of the actual work required to repair the area and stop further water infiltration has been reduced for immediate repair only to an estimate of \$150,000 or less.

Without yet a direction on the future of the use of the Pittsfield High School building, the department believes that it is fiscally prudent to accomplish only as much work on the ramp project as required to protect the safety of students, maintain a viable entry / egress point for those with physical disabilities and stop further water damage to the building. The theatre project is of high priority as it is unlikely that any PHS theatrical programming or student assembly can be allowed in the theatre this coming school year until the lighting repairs are first accomplished.

Therefore, I respectfully request that \$150,000 out of the \$300,000 that was authorized for the PHS ramp project, be reauthorized for the theatre lighting project immediately. This will allow Purchasing to award the bid and we can begin the work in the next few weeks and have it accomplished before the beginning of the school year.

Thank you,

A handwritten signature in black ink, appearing to read 'Denis Guyer', with a long horizontal flourish extending to the right.

Denis Guyer
Director of Buildings & Maintenance

City of Pittsfield

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

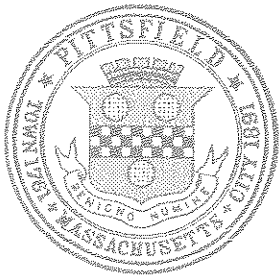
IN CITY COUNCIL

AN ORDER

No. _____

Ordered AN ORDER AMENDING ORDER NO. 53 APPROVED BY THE MAYOR ON JUNE 26, 2015 WHICH AUTHORIZED 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, AN AGGREGATE SUM OF \$11,120,000 FOR CAPITAL EXPENDITURES FOR FISCAL YEAR 2016, TO ALLOW FOR SUCH FUNDS TO BE REALLOCATED BETWEEN TWO PROJECTS PROVIDED FOR THEREIN

ORDERED: That Order No. 53 adopted by the City Council on June 23, 2015 and approved by the Mayor on June 26, 2015 is hereby amended by reducing the amount authorized to be borrowed thereunder for the Pittsfield High School Handicap Ramp and Air Intake Repairs to \$150,000, and increasing the amount authorized to be borrowed thereunder for Pittsfield High School Auditorium upgrades to \$300,000.



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

August 4, 2016

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

Dear Councilors,

Submitted herewith for your consideration are two Orders authorizing the City of Pittsfield to approve easements in connection with the West Housatonic/Center/Elizabeth Streets Intersection Improvement Project.

Respectfully submitted,

Linda M. Tyer
Mayor

LMT/CVB
Enclosure



CITY OF PITTSFIELD

DEPARTMENT OF PUBLIC SERVICES, 232 WEST HOUSATONIC STREET, PITTSFIELD, MA 01201 413-499-9314

August 2, 2016

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Submitted herewith for your approval are the following Orders for the West Housatonic/Center/Elizabeth Streets Intersection Improvement Project:

Eight (8) Permanent Easements, for the property owned by:

1. Mitchell I. Plaine and Barbara H. Plaine at 55 West Housatonic Street.
2. David D. Anderson at 50-52 West Housatonic Street.
3. Gregory A. Meunier & Mory K. Brenner at 58 West Housatonic Street.
4. SRG Realty, LLC at 70 Center Street.
5. SRG Realty, LLC at 80 Center Street.
6. Lois Williamson at 86 Center Street.
7. Jamie Regene Williamson at 10 Worthington Street.
8. Rebecca Colvin, J. Joseph Breault, Frank R. Penna Jr., DBA JJ&R Realty at 108 West Housatonic Street.

Four (4) Permanent Utility Easements, for the property owned by:

1. Mitchell I. Plaine and Barbara H. Plaine at 55 West Housatonic Street.
2. SRG Realty, LLC at 80 Center Street.
3. Jamie Regene Williamson at 10 Worthington Street.
4. Brian D. Kelly at 72-74 West Housatonic Street.

Two (2) Fee Land Takings, for the property owned by:

1. Mitchell I. Plaine and Barbara H. Plaine at 55 West Housatonic Street.
2. Gregory A. Meunier & Mory K. Brenner at 58 West Housatonic Street.

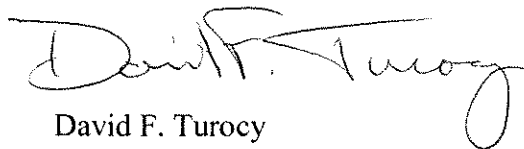
Forty (40) Temporary Easements, for the property owned by:

1. Robert C. Robertson IV and Laurie A. Robertson at 15 Elizabeth Street.
2. Albert C. and Laura J. Najimy at Noble Avenue.
3. Mitchell I. Plaine and Barbara H. Plaine at 55 West Housatonic Street.
4. David H. Norton and Rosemary A. Morton at 47 West Housatonic Street.
5. Robert L. Perrin at 39 West Housatonic Street.
6. Albert C. and Laura J. Najimy at Noble Avenue.
7. K&C Agar Inc. at 33 West Housatonic Street.
8. Toole Properties at 20 West Housatonic Street.

9. David D. Anderson at 50 West Housatonic Street.
10. Gregory A. Meunier and Moy K. Brenner at 58 West Housatonic Street.
11. Stanley W. Wojtkowski at 85 Center Street.
12. Toole Properties at 79 Center Street.
13. Paul D. Goldman and Marsha Goldman at 75 Center Street.
14. SRG Realty, LLC at 70 Center Street.
15. SRG Realty, LLC at 80 Center Street.
16. Lois Williamson at 86 Center Street.
17. Jamie Regene Williamson at 10 Worthington Street.
18. Brian D. Kelly at 72 West Housatonic Street.
19. Brian D. Kelly at 74 West Housatonic Street.
20. Jesus M. Chairez and Nataliya N. Chairez-Volakh at 78 West Housatonic Street.
21. James R. Stockley III at 82 West Housatonic Street.
22. Joseph F. McGrath and Carol McGrath at 88 West Housatonic Street.
23. Mark T. Civiello and Nicole Jean Baran at 92 West Housatonic Street.
24. Gerald R. Colvin at 96 West Housatonic Street.
25. Gerald R. Colvin at 100 West Housatonic Street.
26. Rebecca Colvin, J. Joseph Breault, Frank R. Penna Jr., DBA JJ&R Realty at 108 West Housatonic Street.
27. Rebecca Colvin, J. Joseph Breault, Frank R. Penna Jr., DBA JJ&R Realty at 108 West Housatonic Street.
28. Judith J. Zradi at 111 West Housatonic Street.
29. Judith J. Zradi at 111 West Housatonic Street.
30. Charlotte S. Vosburgh Living Trust at 105 West Housatonic Street.
31. Faisal I Ali at 97 West Housatonic Street.
32. Oasis Plaza LLC at 87 West Housatonic Street.
33. Community Enterprises, Inc. at 85 West Housatonic Street.
34. Fran-Mad Corp at 83 West Housatonic Street.
35. Timothy W. Adams and Patricia A. Adams at 79 West Housatonic Street.
36. Thomas J. Matteotti and Daniel Evan Matteotti and Mary Elizabeth Matteotti at 77 West Housatonic Street.
37. Merle Varney, Jr. and Karen I. Varney at 71 West Housatonic Street.
38. Edward M. Ard, Jr. at 69 West Housatonic Street.
39. Tangin C. Ross and Dawn Jones at 8 Elizabeth Street.
40. Richard M. Shove and Kathleen E. Shove at 18 Elizabeth Street.

These easements are necessary to complete the construction work and are required by MassDOT to be secured prior to advertising the project, which is scheduled for August 27, 2016.

Sincerely,



David F. Turocy
Commissioner, Public Services

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

Ordered: TAKING BY EMINENT DOMAIN OF 40 TEMPORARY EASEMENTS, IN CONNECTION WITH THE WEST HOUSATONIC STREET AT CENTER STREET INTERSECTION IMPROVEMENT PROJECT, THROUGH LAND OF THE PROPERTY OWNERS LISTED BELOW, IN PITTSFIELD, MASSACHUSETTS

NOW THEREFORE, the City Council, acting for and on behalf of the City of Pittsfield by virtue of and in accordance with the authority and provisions of M.G.L.A. Chapter 40, Section 14, and Chapters 79 and 83 and all other acts, statutes, laws and ordinances or other parts thereof applicable thereto, does hereby vote, declare, specify and ORDER:

A. That the City Council of the City of Pittsfield does hereby take by eminent domain, for and in behalf of said City under the provisions of M.G.L.A. Chapters 79 and 83, and all other acts, statutes, laws and ordinances or other parts thereof applicable thereto, and award damages for 40 temporary easements for a municipal purpose, namely the improvement of the West Housatonic Street at Center Street intersection, and hereby takes 40 temporary easements in, on, upon, over, under across, and through land located as detailed below and as shown on the plan titled "Massachusetts Department of Transportation, Highway Division, Plan of Center Street / West Housatonic Street, in the city / town of Pittsfield, Berkshire County, Preliminary Right of Way, Federal Aid Project No. CM/HSI-002S(927)X", dated 7/18/2016, prepared by Fuss & O'Neill, which plan is on file with the Engineering Division of the Department of Public Utilities, City of Pittsfield, 100 North Street, Pittsfield, Massachusetts.

Said temporary easements will be in effect for a period of three years or upon project completion, whichever occurs first, and will allow the Contractor access to the property as needed to perform work in connection with the West Housatonic Street at Center Street Intersection Improvement Project.

Temporary Easement 1: A certain parcel of land with an area of approximately 663 square feet, adjacent to Elizabeth Street, belonging to N/F ROBERT C. ROBERTSON IV & LAURIE A. ROBERTSON, 15 ELIZABETH STREET, Book 3552 Page 127, as shown on the plan referenced above.

Damages are awarded in the sum of TWENTY-SIX DOLLARS AND TWENTY-SIX CENTS (\$26.26) to ROBERT C. ROBERTSON IV & LAURIE A. ROBERTSON, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 2: A certain parcel of land with an area of approximately 172 square feet, adjacent to Elizabeth Street, belonging to N/F ALBERT C. AND LAURA J. NAJIMY, NOBLE AVENUE, Book 1682 Page 1, as shown on the plan referenced above.

Damages are awarded in the sum of SIX DOLLARS AND EIGHTY CENTS (\$6.80) to ALBERT C. AND LAURA J. NAJIMY, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 3: A certain parcel of land with an area of approximately 7630 square feet, adjacent to Elizabeth Street, belonging to N/F MITCHELL I. PLAINE AND BARBARA H. PLAINE, Book 4465 Page 78, as shown on the plan referenced above.

Damages are awarded in the sum of THREE HUNDRED TWO DOLLARS AND TWENTY-TWO CENTS (\$302.22) to MITCHELL I. PLAINE AND BARBARA H. PLAINE, 55 WEST HOUSATONIC STREET, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 4: A certain parcel of land with an area of approximately 680 square feet, adjacent to West Housatonic Street, belonging to N/F DAVID H. NORTON & ROSEMARY A. MORTON, 47 WEST HOUSATONIC STREET, Book 1522 Page 959, as shown on the plan referenced above.

Damages are awarded in the sum of TWENTY-FIVE DOLLARS AND SEVENTY-SEVEN CENTS (\$25.77) to DAVID H. NORTON & ROSEMARY A. MORTON, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 5: A certain parcel of land with an area of approximately 722 square feet, adjacent to West Housatonic Street, belonging to N/F ROBERT L. PERRIN, 39 WEST HOUSATONIC STREET, Book 2302 Page 256, as shown on the plan referenced above.

Damages are awarded in the sum of TWENTY-EIGHT DOLLARS AND FIFTY-NINE CENTS (\$28.59) to ROBERT L. PERRIN, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 6: A certain parcel of land with an area of approximately 219 square feet, adjacent to Elizabeth Street, belonging to N/F ALBERT C. AND LAURA J. NAJIMY, NOBLE AVENUE, Book 1682 Page 1, as shown on the plan referenced above.

Damages are awarded in the sum of EIGHT DOLLARS AND SIXTY-SIX CENTS (\$8.66) to ALBERT C. AND LAURA J. NAJIMY, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 7: A certain parcel of land with an area of approximately 595 square feet, adjacent to Elizabeth Street, belonging to N/F K&C AGAR INC., 33 WEST HOUSATONIC STREET, Book 3459 Page 102, as shown on the plan referenced above.

Damages are awarded in the sum of TWENTY-THREE DOLLARS AND FIFTY-SIX CENTS (\$23.56) to K&C AGAR INC., and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 8: A certain parcel of land with an area of approximately 1198 square feet, adjacent to West Housatonic Street, belonging to N/F TOOLE PROPERTIES 2002, INC., 20 WEST HOUSATONIC STREET, Book 3459 Page 102, as shown on the plan referenced above.

Damages are awarded in the sum of FORTY-SEVEN DOLLARS AND FORTY-FOUR CENTS (\$47.44) to TOOLE PROPERTIES 2002, INC., and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 9: A certain parcel of land with an area of approximately 801 square feet, adjacent to West Housatonic Street, belonging to N/F DAVID D. ANDERSON, 50 WEST HOUSATONIC STREET, Book 3133 Page 252, as shown on the plan referenced above.

Damages are awarded in the sum of THIRTY-ONE DOLLARS AND SEVENTY-THREE CENTS (\$31.73) to DAVID D. ANDERSON, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 10: A certain parcel of land with an area of approximately 2687 square feet, adjacent to West Housatonic Street and Center Street, belonging to N/F GREGORY A. MEUNIER & MORY K. BRENNER, 58 WEST HOUSATONIC STREET, Book 1156 Page 245, as shown on the plan referenced above.

Damages are awarded in the sum of ONE HUNDRED SIX DOLLARS AND FORTY-THREE CENTS (\$106.43) to GREGORY A. MEUNIER & MORY K. BRENNER, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 11: A certain parcel of land with an area of approximately 702 square feet, adjacent to Center Street, belonging to N/F STANLEY W. WOJTKOWSKI, 85 CENTER STREET, Book 987 Page 962, as shown on the plan referenced above.

Damages are awarded in the sum of TWENTY-SEVEN DOLLARS AND EIGHTY-THREE CENTS (\$27.83) to STANLEY W. WOJTKOWSKI, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 12: A certain parcel of land with an area of approximately 660 square feet, adjacent to Center Street, belonging to N/F TOOLE PROPERTIES, 79 CENTER STREET, Book 3930 Page 148, as shown on the plan referenced above.

Damages are awarded in the sum of TWENTY-SIX DOLLARS AND FIFTEEN CENTS (\$26.15) to TOOLE PROPERTIES, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 13: A certain parcel of land with an area of approximately 532 square feet, adjacent to Center Street, belonging to N/F PAUL D. GOLDMAN & MARSHA GOLDMAN, 75 CENTER STREET, Book 4130 Page 250, as shown on the plan referenced above.

Damages are awarded in the sum of TWENTY-ONE DOLLARS AND SIX CENTS (\$21.06) to PAUL D. GOLDMAN & MARSHA GOLDMAN, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 14: A certain parcel of land with an area of approximately 445 square feet, adjacent to Center Street, belonging to N/F SRG REALTY, LLC, 70 CENTER STREET, Book 1739 Page 226, as shown on the plan referenced above.

Damages are awarded in the sum of SEVENTEEN DOLLARS AND SIXTY-FOUR CENTS (\$17.64) to SRG REALTY, LLC, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 15: A certain parcel of land with an area of approximately 806 square feet, adjacent to Center Street, belonging to N/F SRG REALTY, LLC, 80 CENTER STREET, Book 1739 Page 222, as shown on the plan referenced above.

Damages are awarded in the sum of THIRTY-ONE DOLLARS AND NINETY-TWO CENTS (\$31.92) to SRG REALTY, LLC, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 16: A certain parcel of land with an area of approximately 1397 square feet, adjacent to Center Street, belonging to N/F LOIS WILLIAMSON, 86 CENTER STREET, Book 1475 Page 480, as shown on the plan referenced above.

Damages are awarded in the sum of FIFTY-FIVE DOLLARS AND THIRTY-TWO CENTS (\$55.32) to LOIS WILLIAMSON, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 17: A certain parcel of land with an area of approximately 798 square feet, adjacent to Center Street, belonging to N/F JAMIE REGENE WILLIAMSON, 10 WORTHINGTON STREET, Book 1475 Page 506, as shown on the plan referenced above.

Damages are awarded in the sum of THIRTY-ONE DOLLARS AND SIXTY-ONE CENTS (\$31.61) to JAMIE REGENE WILLIAMSON, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 18: A certain parcel of land with an area of approximately 859 square feet, adjacent to West Housatonic Street, belonging to N/F BRIAN D. KELLY, 72 WEST HOUSATONIC STREET, Book 2721 Page 20, as shown on the plan referenced above.

Damages are awarded in the sum of THIRTY-FOUR DOLLARS AND TWO CENTS (\$34.02) to BRIAN D. KELLY, and to any person or corporation having an interest therein to be

apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 19: A certain parcel of land with an area of approximately 462 square feet, adjacent to West Housatonic Street, belonging to N/F BRIAN D. KELLY, 74 WEST HOUSATONIC STREET, Book 2721 Page 20, as shown on the plan referenced above. Damages are awarded in the sum of EIGHTEEN DOLLARS AND THIRTY-ONE CENTS (\$18.31) to BRIAN D. KELLY, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 20: A certain parcel of land with an area of approximately 750 square feet, adjacent to West Housatonic Street, belonging to N/F JESUS M. CHAIREZ & NATALIYA N. CHAIREZ-VOLAKH, 78 WEST HOUSATONIC STREET, Book 4314 Page 292, as shown on the plan referenced above. Damages are awarded in the sum of TWENTY NINE DOLLARS AND SEVENTY CENTS (\$29.70) to JESUS M. CHAIREZ & NATALIYA N. CHAIREZ-VOLAKH, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 21: A certain parcel of land with an area of approximately 383 square feet, adjacent to West Housatonic Street, belonging to N/F JAMES R. STOCKLEY III, 82 WEST HOUSATONIC STREET, Book 4585 Page 122, as shown on the plan referenced above. Damages are awarded in the sum of FIFTEEN DOLLARS AND SIXTEEN CENTS (\$15.16) to JAMES R. STOCKLEY III, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 22: A certain parcel of land with an area of approximately 648 square feet, adjacent to West Housatonic Street, belonging to N/F JOSEPH F. MCGRATH & CAROL MCGRATH, 88 WEST HOUSATONIC STREET, Book 1025 Page 578, as shown on the plan referenced above. Damages are awarded in the sum of TWENTY-FIVE DOLLARS AND SIXTY-EIGHT CENTS (\$25.68) to JOSEPH F. MCGRATH & CAROL MCGRATH, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 23: A certain parcel of land with an area of approximately 430 square feet, adjacent to West Housatonic Street, belonging to N/F MARK T. CIVIELLO & NICOLE JEAN BARAN, 92 WEST HOUSATONIC STREET, Book 3834 Page 171, as shown on the plan referenced above. Damages are awarded in the sum of SEVENTEEN DOLLARS AND THREE CENTS (\$17.03) to MARK T. CIVIELLO & NICOLE JEAN BARAN, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 24: A certain parcel of land with an area of approximately 482 square feet, adjacent to West Housatonic Street, belonging to N/F GERALD R. COLVIN, 96 WEST HOUSATONIC STREET, Book 3086 Page 329, as shown on the plan referenced above.

Damages are awarded in the sum of NINETEEN DOLLARS AND NINE CENTS (\$19.09) to GERALD R. COLVIN, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 25: A certain parcel of land with an area of approximately 402 square feet, adjacent to West Housatonic Street, belonging to N/F GERALD R. COLVIN, 100 WEST HOUSATONIC STREET, Book 1234 Page 507, as shown on the plan referenced above.

Damages are awarded in the sum of FIFTEEN DOLLARS AND NINETY-THREE CENTS (\$15.93) to GERALD R. COLVIN, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 26: A certain parcel of land with an area of approximately 741 square feet, adjacent to West Housatonic Street, belonging to N/F REBECCA COLVIN J. JOSEPH BREault FRANK R. PENNA JR. DBA JJ&R REALTY, 108 WEST HOUSATONIC STREET, Book 3659 Page 44, as shown on the plan referenced above.

Damages are awarded in the sum of TWENTY-NINE DOLLARS AND THIRTY-FOUR CENTS (\$29.34) to REBECCA COLVIN J. JOSEPH BREault FRANK R. PENNA JR. DBA JJ&R REALTY, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 27: A certain parcel of land with an area of approximately 330 square feet, adjacent to West Housatonic Street, belonging to N/F REBECCA COLVIN J. JOSEPH BREault FRANK R. PENNA JR. DBA JJ&R REALTY, 108 WEST HOUSATONIC STREET, Book 3659 Page 44, as shown on the plan referenced above.

Damages are awarded in the sum of THIRTEEN DOLLARS AND NINE CENTS (\$13.09) to REBECCA COLVIN J. JOSEPH BREault FRANK R. PENNA JR. DBA JJ&R REALTY, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 28: A certain parcel of land with an area of approximately 358 square feet, adjacent to West Housatonic Street, belonging to N/F JUDITH J. ZRADI, 111 WEST HOUSATONIC STREET, Book 0651 Page 455, as shown on the plan referenced above.

Damages are awarded in the sum of FOURTEEN DOLLARS AND NINETEEN CENTS (\$14.19) to JUDITH J. ZRADI, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 29: A certain parcel of land with an area of approximately 514 square feet, adjacent to West Housatonic Street, belonging to N/F JUDITH J. ZRADI, 111 WEST HOUSATONIC STREET, Book 5389 Page 345, as shown on the plan referenced above. Damages are awarded in the sum of TWENTY DOLLARS AND THIRTY-SEVEN CENTS (\$20.37) to JUDITH J. ZRADI, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 30: A certain parcel of land with an area of approximately 610 square feet, adjacent to West Housatonic Street, belonging to N/F CHARLOTTE S. VOSBURGH LIVING TRUST, 105 WEST HOUSATONIC STREET, Book 3795 Page 37, as shown on the plan referenced above. Damages are awarded in the sum of TWENTY-FOUR DOLLARS AND EIGHTEEN CENTS (\$24.18) to CHARLOTTE S. VOSBURGH LIVING TRUST, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 31: A certain parcel of land with an area of approximately 466 square feet, adjacent to West Housatonic Street, belonging to N/F FAISAL I ALI, 97 WEST HOUSATONIC STREET, Book 3698 Page 1, as shown on the plan referenced above. Damages are awarded in the sum of EIGHTEEN DOLLARS AND FORTY SEVEN CENTS (\$18.47) to FAISAL I ALI, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 32: A certain parcel of land with an area of approximately 1903 square feet, adjacent to West Housatonic Street, belonging to N/F OASIS PLAZA LLC, 87 WEST HOUSATONIC STREET, Book 3791 Page 73, as shown on the plan referenced above. Damages are awarded in the sum of SEVENTY-FIVE DOLLARS AND THIRTY-NINE CENTS (\$75.39) to OASIS PLAZA LLC, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 33: A certain parcel of land with an area of approximately 365 square feet, adjacent to West Housatonic Street, belonging to N/F COMMUNITY ENTERPRISES, INC, 85 WEST HOUSATONIC STREET, Book 4435 Page 157, as shown on the plan referenced above. Damages are awarded in the sum of FOURTEEN DOLLARS AND FORTY-SIX CENTS (\$14.46) to COMMUNITY ENTERPRISES, INC, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 34: A certain parcel of land with an area of approximately 323 square feet, adjacent to West Housatonic Street, belonging to N/F FRAN-MAD CORP., 83 WEST HOUSATONIC STREET, Book 1512 Page 613, as shown on the plan referenced above.

Damages are awarded in the sum of TWELVE DOLLARS AND EIGHTY-ONE CENTS (\$12.81) to FRAN-MAD CORP, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 35: A certain parcel of land with an area of approximately 386 square feet, adjacent to West Housatonic Street, belonging to N/F TIMOTHY W. ADAMS & PATRICIA A. ADAMS, 79 WEST HOUSATONIC STREET, Book 1752 Page 275, as shown on the plan referenced above.

Damages are awarded in the sum of FIFTEEN DOLLARS AND TWENTY-NINE CENTS (\$15.29) to TIMOTHY W. ADAMS & PATRICIA A. ADAMS, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 36: A certain parcel of land with an area of approximately 328 square feet, adjacent to West Housatonic Street, belonging to N/F THOMAS J. MATTEOTTI & DANIEL EVAN MATTEOTTI & MARY ELIZABETH MATTEOTTI, 77 WEST HOUSATONIC STREET, Book 5380 Page 266, as shown on the plan referenced above.

Damages are awarded in the sum of TWELVE DOLLARS AND NINETY-NINE CENTS (\$12.99) to THOMAS J. MATTEOTTI & DANIEL EVAN MATTEOTTI & MARY ELIZABETH MATTEOTTI, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 37: A certain parcel of land with an area of approximately 388 square feet, adjacent to West Housatonic Street, belonging to N/F MERLE VARNEY, JR & KAREN I. VARNEY, 71 WEST HOUSATONIC STREET, Book 2351 Page 140, as shown on the plan referenced above.

Damages are awarded in the sum of FIFTEEN DOLLARS AND THIRTY-NINE CENTS (\$15.39) to MERLE VARNEY, JR & KAREN I. VARNEY, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 38: A certain parcel of land with an area of approximately 687 square feet, adjacent to West Housatonic Street, belonging to N/F EDWARD M. ARD, JR., 69 WEST HOUSATONIC STREET, Book 3528 Page 84, as shown on the plan referenced above.

Damages are awarded in the sum of TWENTY-SEVEN DOLLARS AND TWENTY-ONE CENTS (\$27.21) to EDWARD M. ARD, JR., and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 39: A certain parcel of land with an area of approximately 504 square feet, adjacent to Elizabeth Street, belonging to N/F TANGIN C. ROSS & DAWN JONES, 8 ELIZABETH ST., Book 3434 Page 204, as shown on the plan referenced above.

Damages are awarded in the sum of NINETEEN DOLLARS AND NINETY-SIX CENTS (\$19.96) to TANGIN C. ROSS & DAWN JONES, and to any person or corporation having an

interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Temporary Easement 40: A certain parcel of land with an area of approximately 1216 square feet, adjacent to Elizabeth Street, belonging to N/F RICHARD M. SHOVE & KATHLEEN E. SHOVE, 18 ELIZABETH ST., Book 3451 Page 141, as shown on the plan referenced above. Damages are awarded in the sum of FOURTY-EIGHT DOLLARS AND SEVENTEEN CENTS (\$48.17) to RICHARD M. SHOVE & KATHLEEN E. SHOVE, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

B. That the City Clerk as Clerk of the City Council is hereby authorized and directed to record a certified copy of this Order with the Berkshire Middle District Registry of Deeds within thirty (30) days from the effective date hereof.

City of Pittsfield

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

No. _____

IN CITY COUNCIL

AN ORDER

Ordered: **TAKING BY EMINENT DOMAIN OF 12 PERMANENT EASEMENTS AND 2 FEE TAKINGS, IN CONNECTION WITH THE WEST HOUSATONIC STREET AT CENTER STREET INTERSECTION IMPROVEMENT PROJECT, THROUGH LAND OF THE PROPERTY OWNERS LISTED BELOW, IN PITTSFIELD, MASSACHUSETTS**

NOW THEREFORE, the City Council, acting for and on behalf of the City of Pittsfield by virtue of and in accordance with the authority and provisions of M.G.L.A. Chapter 40, Section 14, and Chapters 79 and 83 and all other acts, statutes, laws and ordinances or other parts thereof applicable thereto, does hereby vote, declare, specify and ORDER:

A. That the City Council of the City of Pittsfield does hereby take by eminent domain, for and in behalf of said City under the provisions of M.G.L.A. Chapters 79 and 83, and all other acts, statutes, laws and ordinances or other parts thereof applicable thereto, and award damages for 12 permanent easements and 2 fee takings for a municipal purpose, namely the improvement of the West Housatonic Street at Center Street intersection, and hereby takes 12 permanent easements and 2 fee takings in, on, upon, over, under across, and through land located as detailed below and as shown on the plan titled "Massachusetts Department of Transportation, Highway Division, Plan of Center Street / West Housatonic Street, in the city / town of Pittsfield, Berkshire County, Preliminary Right of Way, Federal Aid Project No. CM/HSI-002S(927)X", dated 7/18/2016, prepared by Fuss & O'Neill, which plan is on file with the Engineering Division of the Department of Public Utilities, City of Pittsfield, 100 North Street, Pittsfield, Massachusetts; and shown in further detail on plans titled "PLAN OF PROPOSED EASEMENTS" and "PLAN OF PROPOSED LAND TAKING AND EASEMENTS", dated July 21, 2016, prepared by Foresight Land Services, to be recorded herewith and made a part of these takings and also on file with the Engineering Division of the Department of Public Utilities, City of Pittsfield, 100 North Street, Pittsfield, Massachusetts.

Permanent Easement 1 (PE1): A certain parcel of land with an area of approximately 1174 square feet, adjacent to W. Housatonic and Elizabeth Streets, belonging to N/F Mitchell I. Plaine & Barbara H. Plaine, 55 W. Housatonic St., Book 4465 Page 78, as shown on the plans referenced above.

Damages are awarded in the sum of ONE THOUSAND SIX HUNDRED FORTY THREE DOLLARS AND SIXTY CENTS (\$1,643.60) to Mitchell I. Plaine & Barbara H. Plaine, and to

any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Permanent Easement 2 (PE2): A certain parcel of land with an area of approximately 116 square feet, adjacent to W. Housatonic Street, belonging to N/F David D. Anderson, 50-52 W. Housatonic St., Book 3133 Page 252, as shown on the plans referenced above. Damages are awarded in the sum of ONE HUNDRED SIXTY SIX DOLLARS AND SEVENTY FOUR CENTS (\$166.74) to David D. Anderson and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Permanent Easement 3 (PE3): A certain parcel of land with an area of approximately 88 square feet, adjacent to W. Housatonic Street, belonging to N/F Gregory A. Meunier & Mory K. Brenner, 58 W. Housatonic St., Book 1156 Page 245, as shown on the plans referenced above. Damages are awarded in the sum of ONE HUNDRED TWENTY ONE DOLLARS AND NINETY FOUR CENTS (\$121.94) to Gregory A. Meunier & Mory K. Brenner and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Permanent Easement 4 (PE4): A certain parcel of land with an area of approximately 15 square feet, adjacent to Center Street, belonging to N/F SRG Realty, LLC, 70 Center St., Book 1739 Page 226, as shown on the plans referenced above. Damages are awarded in the sum of TWENTY ONE DOLLARS AND ZERO CENTS (\$21.00) to SRG Realty, LLC and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Permanent Easement 5 (PE5): A certain parcel of land with an area of approximately 96 square feet, adjacent to Center Street, belonging to N/F SRG Realty, LLC, 80 Center St., Book 1739 Page 222, as shown on the plans referenced above. Damages are awarded in the sum of ONE HUNDRED FIFTY DOLLARS AND EIGHT CENTS (\$150.08) to SRG Realty, LLC and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Permanent Easement 6 (PE6): A certain parcel of land with an area of approximately 156 square feet, adjacent to Center Street, belonging to N/F Lois Williamson, 86 Center St., Book 1475 Page 480, as shown on the plans referenced above. Damages are awarded in the sum of TWO HUNDRED TEN DOLLARS AND SEVENTY CENTS (\$210.70) to Lois Williamson and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Permanent Easement 7 (PE7): A certain parcel of land with an area of approximately 19 square feet, adjacent to Center Street, belonging to N/F Jamie Regene Williamson, 10 Worthington St., Book 1475 Page 506, as shown on the plans referenced above.

Damages are awarded in the sum of TWENTY SEVEN DOLLARS AND THIRTY CENTS (\$27.30) to Jamie Regene Williamson and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Permanent Easement 8 (PE8): A certain parcel of land with an area of approximately 89 square feet, adjacent to West Housatonic Street, belonging to N/F Rebecca Colvin J. Joseph Breault Frank R. Penna JR. DBA JJ&R Realty, 108 W. Housatonic St., Book 3659 Page 44, as shown on the plans referenced above.

Damages are awarded in the sum of ONE HUNDRED TWENTY FOUR DOLLARS AND EIGHTEEN CENTS (\$124.18) to Rebecca Colvin J. Joseph Breault Frank R. Penna JR. DBA JJ&R Realty and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Permanent Utility Easement 1 (PUE1): A certain parcel of land with an area of approximately 239 square feet, adjacent to Elizabeth Street, belonging to N/F Mitchell I. Plaine & Barbara H. Plaine, 55 W. Housatonic St., Book 4465 Page 78, as shown on the plans referenced above.

Damages are awarded in the sum of THREE HUNDRED THIRTY FOUR DOLLARS AND THIRTY TWO CENTS (\$334.32) to Mitchell I. Plaine & Barbara H. Plaine, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Permanent Utility Easement 2 (PUE2): A certain parcel of land with an area of approximately 114 square feet, adjacent to Center Street, belonging to N/F SRG Realty, LLC, 80 Center St., Book 1739 Page 222, as shown on the plans referenced above.

Damages are awarded in the sum of ONE THOUSAND TWENTY THREE DOLLARS AND EIGHTY TWO CENTS (\$1,023.82) to SRG Realty, LLC and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Permanent Utility Easement 3 (PUE3): A certain parcel of land with an area of approximately 739 square feet, adjacent to Center and Worthington Streets, belonging to N/F Jamie Regene Williamson, 10 Worthington St., Book 1475 Page 506, as shown on the plans referenced above.

Damages are awarded in the sum of ONE THOUSAND ONE HUNDRED FORTY DOLLARS AND TWO CENTS (\$1,140.02) to Jamie Regene Williamson and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

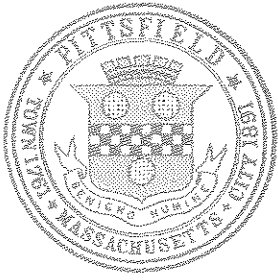
Permanent Utility Easement 4 (PUE4): A certain parcel of land with an area of approximately 280 square feet, adjacent to West Housatonic Street, belonging to N/F Brian D Kelly, 72-74 W. Housatonic St., Book 2721 Page 20, as shown on the plans referenced above.

Damages are awarded in the sum of THREE HUNDRED NINETY TWODOLLARS AND FIFTY SIX CENTS (\$392.56) to Jamie Regene Williamson and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Fee Taking 1-C: A certain parcel of land with an area of approximately 168 square feet, adjacent to W. Housatonic and Elizabeth Streets, belonging to N/F Mitchell I. Plaine & Barbara H. Plaine, 55 W. Housatonic St., Book 4465 Page 78, as shown on the plans referenced above. Damages are awarded in the sum of TWO HUNDRED THIRTY FIVE DOLLARS AND SIX CENTS (\$235.06) to Mitchell I. Plaine & Barbara H. Plaine, and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

Fee Taking 2-C: A certain parcel of land with an area of approximately 752 square feet, adjacent to Center and W. Housatonic Streets, belonging to N/F Gregory A. Meunier & Mory K. Brenner, 58 W. Housatonic St., Book 1156 Page 245, as shown on the plans referenced above. Damages are awarded in the sum of ONE THOUSAND FIFTY THREE DOLLARS AND TWENTY TWO CENTS (\$1,053.22) to Gregory A. Meunier & Mory K. Brenner and to any person or corporation having an interest therein to be apportioned as their respective interests may appear and as damages sustained by them to the property of each by reason of this taking.

B. That the City Clerk as Clerk of the City Council is hereby authorized and directed to record a certified copy of this Order with the Berkshire Middle District Registry of Deeds within thirty (30) days from the effective date hereof.



THE CITY OF PITTSFIELD
OFFICE OF THE MAYOR
70 Allen Street, Pittsfield, MA 01201
(413) 499-9321 • ltyer@pittsfieldch.com

Linda M. Tyer
Mayor

August 4, 2016

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 Consent Agreement and Notice of Lease with regarding to certain ground lease with 6 Westview LLC.

Respectfully submitted,

Linda M. Tyer
Linda M. Tyer
Mayor

LMT/CVB
Enclosure

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

**AUTHORIZING THE CITY OF PITTSFIELD TO
ENTER INTO A CONSENT AGREEMENT AND NOTICE OF
LEASE WITH REGARDING TO CERTAIN GROUND LEASE WITH
6 WESTVIEW LLC.**

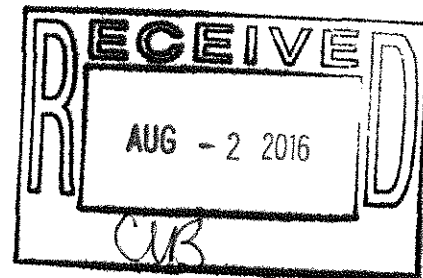
Ordered:

That the City of Pittsfield, by and through its mayor and City Council, is hereby authorized to enter into a Consent Agreement and Notice of Lease with regarding to certain ground lease with 6 Westview LLC.

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

LAW OFFICE OF
DAVID W. MURPHY, JR.
ATTORNEY AT LAW
29 WENDELL AVENUE, 2nd FLOOR
PITTSFIELD, MASSACHUSETTS 01201

EMAIL: dwm@dwmurphylawoffice.com
TELEPHONE: (413) 344-9478
FAX: (413) 410-1094



August 2, 2016

IN HAND DELIVERY TO CITY HALL

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

IN HAND DELIVERY TO CITY HALL

Peter Marchetti, Council President
City Hall
70 Allen Street
Pittsfield, MA 01201

Re: 6 Westview LLC, successor in interest to LAS Realty Partnership
Request for Consent and Subordination to Mortgage Loan

Dear Mayor Tyer and Councillor Marchetti:

I represent 6 Westview LLC (a Massachusetts limited liability company) ("6 Westview"), which is the successor in interest to the original lessee under a 40-year ground lease with the City to premises located at 6 Westview Road, Pittsfield (hereinafter, "Premises").

On behalf of my client, I request that the City provide (1) consent to 6 Westview's mortgage loan refinance with Berkshire Bank and (2) subordination to Berkshire Bank's mortgage and collateral assignment of lease of the City's interest in the ground lease.

I also request that this matter be placed on the City Council's Tuesday, August 9, 2016 agenda.

6 Westview has agreed to a 7-year refinance loan with Berkshire Bank, secured by mortgage against its leasehold interest in the Premises. The loan will be used, in part, to fully pay off its existing Berkshire Bank first mortgage loan and closing costs. Required closing documents include a Consent Agreement (copy attached as Exhibit 1) and Notice of Lease (copy attached as Exhibit 2). We now ask that these documents be approved for execution by the city officials identified on those documents.

Mayor Linda M. Tyer
Peter Marchetti, Council President
August 2, 2016
Page 2

1. Background

On December 14, 1987, LAS Realty Partnership (a New York partnership) (“LAS”), entered into the ground lease with the City of Pittsfield, by and through the Pittsfield Municipal Airport Commission (hereinafter, “Lease”). The City executed a Notice of Lease which was then recorded in the Berkshire Middle District Registry of Deeds in Book 1219, Page 1047 (hereinafter, “Notice of Lease”) (copies of the Lease and Notice of Lease are attached hereto as Exhibit 3). The Lease is for a term of 40 years, renewable at the tenant’s option for an additional 40 years. In accordance with its obligation under the Lease, LAS constructed a building and performed all required landscaping improvements at the Premises. Since then, for nearly 30 years, it has rented the Premises to Pittsfield News Co., Inc. (“Pittsfield News”), a magazine and newspaper distributor.

On June 1, 2015, the three equal partners in LAS, siblings, Lior Evan, Amir Evan, and Shye Evan, executed an Agreement of Conversion (copy of which is attached as Exhibit 4) and filed with the Secretary of the Commonwealth a Limited Liability Company Certificate of Organization under G.L. c. 156C, Section 12, thereby forming 6 Westview LLC (copy of Certificate of Organization is attached as Exhibit 5). By doing so, the Evan siblings converted the New York partnership, LAS, into a Massachusetts limited liability company, 6 Westview. The Conversion Agreement assigns all of its property rights to 6 Westview and it provides that “. . . all debts, obligations, liabilities and penalties of the Partnership . . .” are delegated to 6 Westview, including obligations under the Lease. (See Exhibit 4, par. 5. (c)).

Notwithstanding this conversion, the individuals who own and control the tenant have not changed. The three Evan siblings continue, as they have for many years, to each hold a one-third interest in the tenant.

Moreover, LAS, 6 Westview, and Pittsfield News are all owned and controlled by the Evan family who have operated Pittsfield News Company in Pittsfield since the 1920s (having incorporated in 1947).

2. Effect of Requested Documents

By executing the proposed Consent Agreement (Exhibit 1) with Berkshire Bank, the City of Pittsfield, as landlord, would consent to (1) a Mortgage and Security Agreement with Assignment of Leases and Rents in the sum of \$488,000.00 (the “Mortgage”) (copies of the first two and last two pages, only, of the voluminous Mortgage are attached as Exhibit 6) and, (2) a Collateral Assignment of Lease Interest (“Collateral Assignment”) (copies of the first and last pages of which are attached as Exhibit 7) to Berkshire Bank, and would subordinate its interest in the Lease to the Mortgage.

The Consent Agreement contains protection as required in the Lease, of the Commonwealth, the City and the Pittsfield Municipal Airport Commission against liability under the loan documents, and

Mayor Linda M. Tyer
Peter Marchetti, Council President
August 2, 2016
Page 3

limits the liability of those governmental entities only to the extent of the bank's interest in the Premises under its mortgage. The Consent Agreement states, specifically, in pertinent part:

. . . the obligations and agreements of the Landlord contained in the Security Instruments shall not constitute or give rise to an obligation of the [Commonwealth, City or Commission] and neither [Commonwealth, City or Commission] shall be liable hereon and neither the members of [Commonwealth, City or Commission] nor any person executing this agreement on their behalf shall be liable personally under this agreement or Security Instruments. No recourse shall be had for the payment of the principal of, or interest on the indebtedness which the Security Instruments secure, or for any claim based hereon, or otherwise in respect hereof, or based upon or in respect of the Security Instruments . . . against any past, present, or future member, officer, agent, servant, or employee, as such of [Commonwealth, City or Commission] or of any successor or political subdivision, either directly or through [Commonwealth, City or Commission] or any such successor, all such liability . . . being, to the extent permitted by law, expressly waived and released . . . Any judgment or decree shall be enforced against [Commonwealth, City or Commission] only to the extent of its interest in the Premises . . .

3. Requested Consent and Subordination are Required Under the Lease

The Lease between the City and LAS contemplates and, in fact, requires the actions we now request.

Article XIII, paragraph 1, of the Lease, entitles the Lessee:

. . . to execute a mortgage or mortgages or other proper instruments, encumbering the Lessee's leasehold interest and estate in the demised premises, together with the Improvements, as security for any indebtedness of the Lessee. The Lessor shall subordinate its interest in the demised premises to such financing, shall cooperate with the Lessee in obtaining the same, and shall execute any instruments reasonably required in connection therewith, provided that such instruments shall comply with the requirements of Section 2 of this Article XIII. (emphasis added).

Section 2 requires that any such mortgage or other instrument “. . . must contain a provision that the mortgagee recognizes it to be a fact that no liability shall ever attach to or personal judgment be sought or obtained against the Lessor by reason of the Lessee's execution of the mortgage.” The Consent Agreement so provides, as shown in the quote from Consent Agreement under paragraph 2 of this letter, above.

Mayor Linda M. Tyer
Peter Marchetti, Council President
August 2, 2016
Page 4

Article XIII, paragraph 3, of the Lease relates specifically to refinancing. It entitles the Lessee to:

. . . refinance the permanent mortgage from time to time provided that any new permanent mortgage must comply with the following conditions: (a) The new mortgage shall provide for a principal amount sufficient to pay all of the costs and expenses of such refinancing and the then unpaid principal balance of the permanent mortgage then existing; and (b) The new permanent mortgage shall provide for self-liquidation by its maturity date as a result of the application of the amortization payments provided for therein, and shall not extend beyond the Term of this Lease.”

In our case, the loan amount of \$488,000 more than suffices to pay off the existing mortgage of approximately \$40,000, plus closing costs. Also, the new mortgage is scheduled to mature in 2023, several years before the current lease term ends in 2027.

4. Past Practices

Our request is consistent with past practices by the City. On April 13, 1998, LAS gave Berkshire Bank a Mortgage and Security Agreement in the amount of \$360,000. The City consented to that mortgage and agreed to subordinate its interest in the Lease on April 12, 1998, in the same manner as we now request. Attached as Exhibit 8 is a copy of that “Consent and Subordination Agreement”, dated April 12, 1998 and recorded April 13, 1998 in the Berkshire Middle District Registry of Deeds in Book 1598, Page 1081, as executed by the then Chairman of the Pittsfield Municipal Airport Commission.

5. Conclusion

In summary, we have complied with the Lease requirements for the City’s consent and subordination, and this request is entirely consistent with the City’s past practices handling prior mortgage financing of my client’s predecessor in interest.

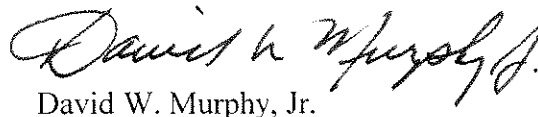
We therefore respectfully request that the City of Pittsfield, through the Pittsfield Municipal Airport Commission, approve our request and execute the Consent Agreement and Notice of Lease, and that the City Council and Mayor indicate their approval by signing the latter document where indicated.

I invite you, the City Council members, the City Solicitor, or the Airport Commissioners having questions or wishing to review additional documents (including full copies of the Mortgage or Collateral Assignment of Lease that are excerpted herewith), to let me know and we will comply with any reasonable requests promptly.

Mayor Linda M. Tyer
Peter Marchetti, Council President
August 2, 2016
Page 5

Thank you for your anticipated courtesy and cooperation.

Very truly yours,



David W. Murphy, Jr.

DWM:\OFFICE-SERVER\Data\dwmdata\new\6 WESTVIEW LLC\Ref:TyerMarchettiLtr.wpd

Enclosures, as indicated

cc: Pittsfield Municipal Airport Commission
Attn.: Brian Spencer, Acting Airport Manager
832 Tamarac Road
Pittsfield, MA 01201
(w/encs.)

Jody Phillips, City Clerk
City Hall, Room 103
70 Allen Street
Pittsfield, MA 01201
(w/out encs.)

Richard Dohoney, Esquire
City Solicitor
City Hall, Room 201
70 Allen Street
Pittsfield, MA 01201
(w/encs.)

Amir Evan, Manager (w/encs.)

CONSENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **THE CITY OF PITTSFIELD**, acting by and through **THE PITTSFIELD MUNICIPAL AIRPORT COMMISSION**, as Landlord under a certain ground lease with **6 WESTVIEW LLC** (the “Tenant”), a Massachusetts limited liability company (6 Westview LLC being the successor in interest to LAS Realty Partnership by virtue of that certain Conversion Agreement dated June 1, 2015 converting said partnership to a limited liability company called 6 Westview LLC), as Tenant, dated December 14, 1987 (the “Lease”), a notice of which is recorded in the Berkshire Middle District Registry of Deeds in Book 1219, Page 1047&c, hereby consents (i) to a Mortgage and Security Agreement with Assignment of Leases and Rents (Leasehold) dated July 25, 2016 in the amount of \$488,000.00 (the “Mortgage”), and intended to be recorded with the Berkshire Middle District Registry of Deeds and (ii) to a Collateral Assignment of Lease Interest (the “Collateral Assignment” and collectively referred to herein as the “Security Instruments”) also dated July 25, 2016 and both given by said Tenant to **BERKSHIRE BANK** (“Mortgagee”) and subordinates its interest in the Lease to the Mortgage.

It is hereby agreed that the obligations and agreements of the Landlord contained in the Security Instruments shall not constitute or give rise to an obligation of the Commonwealth of Massachusetts, the City of Pittsfield, Massachusetts or The Pittsfield Municipal Airport Commission, and neither the Commonwealth of Massachusetts, the City of Pittsfield, Massachusetts or The Pittsfield Municipal Airport Commission shall be liable hereon and neither the members of the City of Pittsfield City Counsel, the members of The Pittsfield Municipal Airport Commission nor any person executing this agreement on their behalf shall be liable personally under the this agreement or Security Instruments. No recourse shall be had for the payment of the principal of, or interest on the indebtedness which the Security Instruments secure, or for any claim based hereon, or otherwise in respect hereof, or based upon or in respect of the Security Instruments, or any supplemental thereto, against any past, present, or future member, officer, agent, servant, or employee, as such, of the City of Pittsfield, Massachusetts or The Pittsfield Municipal Airport Commission or of any successor or political subdivision, either directly or through the City of Pittsfield, Massachusetts or The Pittsfield Municipal Airport

Commission or any such successor, all such liability of such members, officers, agents (except for the Tenant), servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Mortgage and the instruments evidencing the indebtedness it secures. Any judgment or decree shall be enforceable against the City of Pittsfield, Massachusetts or The Pittsfield Municipal Airport Commission only to the extent of its interest in the Premises and any such judgment shall not be subject to execution on or by a lien on assets of the City of Pittsfield, Massachusetts or The Pittsfield Municipal Airport Commission other than its interest in the Premises.

This Agreement shall bind and inure to the benefit of the parties, their respective legal representatives, successors and assigns.

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[SIGNATURES ON NEXT PAGE]

**NOTICE OF LEASE
(With Consent Provision)**

Notice is hereby given that **THE CITY OF PITTSFIELD**, acting by and through **THE PITTSFIELD MUNICIPAL AIRPORT COMMISSION**, and with the approval of the Mayor and City Council, entered into a lease dated December 14, 1987, as amended if amended (the "Lease") with Lior Evan, Amir Evan and Shye Evan, as co-partners d/b/a **LAS REALTY PARTNERSHIP** covering the following parcel of land in Pittsfield, Berkshire County, Massachusetts:

Being that parcel of land on the northerly side of Westview Road, Pittsfield, Massachusetts shown as Lot 6 on a plan by S. M. Slack, City Engineer, entitled "Building Lot Plan, Westwood Center" recorded in the Berkshire Middle District Registry of Deed in Plan Drawer G, Plan No. 45, containing approximately 2.41 acres as shown on said plan.

The Lease is for a term of forty (40) years commencing on September 16, 1986 and contains an option allows the Lessee to renew the Lease for an additional 40 year period.

LAS Realty Partnership, by virtue of that certain Conversion Agreement dated June 1, 2015 converted said partnership to a limited liability company called **6 WESTVIEW LLC**.

6 Westview LLC agrees to assume and preform the obligations of LAS Realty Partnership under the Lease and The City of Pittsfield, acting by and through The Pittsfield Municipal Airport Commission, hereby consents to said assumption.

This Notice of Lease is intended to amend and restate that certain Notice of Lease which was recorded in the Berkshire Middle District Registry of Deeds in Book 1219, Page 1047&c and concerns the Lease

This Notice of Lease (With Consent Provisions) may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one and the same instrument and shall be binding upon each of the undersigned as fully and completely as if all had signed the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Notice of Lease (With Consent Provisions) as of the _____ day of July, 2016.

LESSOR:

CITY OF PITTSFIELD

**PITTSFIELD MUNICIPAL AIRPORT
COMMISSION**

By: _____
Name: _____
Title: _____

APPROVED BY THE CITY COUNCIL

Name: _____
Title: _____

APPROVED BY MAYOR

Name: _____
Title: _____

APPROVED AS TO FORM AND LEGALITY

Name: _____
Title: _____
Date: _____

LESSEE:

6 WESTVIEW LLC

By: _____
Name: Amir Evan
Title: Managing Member

NOTICE OF LEASE

Notice is hereby given that the CITY OF PITTSFIELD ("Lessor"), acting through the Pittsfield Municipal Airport Commission and with the approval of the Mayor and City Council, and LIOR EVAN, AMIR EVAN and SHYE EVAN, Co-partners d/b/a LAS Realty Partnership with a usual place of business in Glenmont, New York ("Lessee"), have entered into a Lease dated December 14, 1987 1987 (the "Lease") covering the following parcel of land in Pittsfield, Berkshire County, Massachusetts:

Being that parcel of land on the northerly side of Westview Road, Pittsfield, Massachusetts shown as Lot 6 on a plan by S. M. Slack, City Engineer, entitled "Building Lot Plan, Westwood Center" recorded in the Berkshire Middle District Registry of Deeds in Plan Drawer G, Plan No. 45, containing approximately 2.41 acres as shown on said plan.

This Lease is for a term of forty (40) years, commencing September 15, 1986, and contains an option allowing Lessee to renew the Lease for an additional 40 year period.

Dated: December 14, 1987

LESSOR:
CITY OF PITTSFIELD

Pittsfield Municipal Airport
Commission

By: William Whelan Jr.
Its Chairman

Approved by the City Council

Angelo C. Stracuzzi
Angelo E. Stracuzzi,
City Council President

Approved by the Mayor
Charles L. Smith
Charles L. Smith, Mayor

Approved as to form and legality

By: Paul J. Kelly 12/14/87
City Solicitor Date

LESSEE:
LAS Realty Partnership

[Signature]
Lior Evan, Co-partner

[Signature]
Amir Evan, Co-partner

[Signature]
Shye Evan, Co-partner

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

Dec. 18, 1987

Then personally appeared the above named William I. Wheelock, Chairman of the Pittsfield Municipal Airport Commission, and acknowledged the foregoing instrument to be the free act and deed of the Pittsfield Municipal Airport Commission, before me.

[Signature]
Notary Public

Commission Expires March 2, 1990

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

Dec. 14th, 1987

Then personally appeared the above named Angelo R. Stracuzzi, City Council President, and acknowledged the foregoing instrument to be the free act and deed of the City of Pittsfield, before me.

[Signature]
Notary Public

Commission Expires 2/17/89

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

Dec 14th, 1987

Then personally appeared the above named Charles L. Smith, Mayor, and acknowledged the foregoing instrument to be the free act and deed of the City of Pittsfield, before me.

Karen M. Tonelli
Notary Public

Commission Expires 2/17/89

STATE OF NEW YORK

Albany, ss.

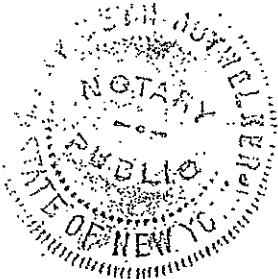
December 30, 1987

Then personally appeared the above named Lior Amit Shye, Evan and acknowledged the foregoing instrument to be the free act and deed of LAS Realty Partnership, before me.

Mary Beth Hutwelker
Notary Public

Commission Expires July 31, 1993
Notary Public, State of New York
Registration 04720970
Qualified in Herkimer County

EJL:frp:R.E. #108:PNCo Notice Lease



RECEIVED 2:42 PM DECEMBER 30 1987

LEASE

THIS LEASE made and entered into by and between the CITY OF PITTSFIELD, Massachusetts (the "Lessor"), acting through the Pittsfield Municipal Airport Commission and with the approval of the Mayor and City Council as authorized by the Massachusetts General Court in Chapter 296 of the Acts of 1984 and in Massachusetts General Laws Chapter 90, Section 51F, and LAS REALTY PARTNERSHIP, a New York partnership with a principal place of business located at Hannay Lane, Glenmont, New York: The Lessor and the Lessee, for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, agree as follows:

ARTICLE I

Demised Premises

1. Lessor's Demise. Upon the terms and conditions hereinafter set forth, and in consideration of the payment of the rents and the prompt performance by the Lessee of the covenants and agreements to be kept and performed by the Lessee, the Lessor does lease to the Lessee and the Lessee hereby leases from the Lessor, the premises located at the airport business park called Westwood Center, in said Pittsfield, and more fully described in Exhibit A, attached hereto. The Lessor warrants that it has good title to the demised premises.

2. Conditions. The lease is likewise made subject to the following:

(a) Zoning ordinances of any municipality, the Commonwealth of Massachusetts and any other governmental body now existing or which may hereafter exist by reason of any legal authority during the life of this Lease;

(b) Any questions of survey; the Lessee having satisfied itself as to the boundary lines and contents of the premises above described;

(c) The proper performance by the Lessee of all of the terms and conditions contained in this Lease;

(d) No building may be constructed on the demised premises to a total height greater than that allowed by the applicable regulations of the Massachusetts Aeronautics Commission or the Federal Aviation Administration;

(e) No business use may be made of the demised premises which causes the generation of radio or electrical frequencies or signals that will interfere with the operation of the lighting or navigational aids located upon the airport grounds or used in aircraft; and

(f) All lighting upon the demised premises shall be shielded so as not to interfere with the use and operation of the airport facility.

(g) Lessee shall not do anything that will interfere with the safety of airport operations or place the airport in violation of any environmental laws, regulations or rules.

(h) That the Pittsfield Municipal Airport reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereinafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on Pittsfield Municipal Airport.

(i) That the Grantee expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to a height of not more than 55 feet above runway level.

(j) That the Grantee expressly agrees for itself, its successors and assigns to prevent any use of the hereinafter described real property which would interfere with landing or taking off of aircraft at the Pittsfield Municipal Airport, or otherwise constitute an airport hazard.

ARTICLE II

Term

1. Initial Term. The initial term of this Lease (the "Initial Term") shall be for a period of 40 Lease Years (as defined in Section 3 of this Article II), commencing on the date (the "Commencement Date") which is the earlier of (a) July 1, 1986, or (b) the date when the Lessee shall give the Lessor notice that the Lessee is ready to commence construction of the Lessee's Improvements (as defined in Section 1 of Article XII).

2. Additional Term. Upon notice to the Lessor (the "Renewal Notice") given on or before the date which is nine months prior to the expiration of the Initial Term (such date being referred to herein as the "Renewal Date"), the Lessee shall have the right to renew this Lease for an additional period of 40 Lease Years (the "Additional Term"). As used herein "Term" shall mean the Initial Term, and if this Lease shall be renewed, the Additional Term. If the Lessee shall not have given the Renewal Notice to the Lessor on or before the Renewal Date, the Lessor shall, on or before the date which is seven months prior to the expiration of the Initial Term, give notice to the Lessee (the "Non-Renewal Notice") that the Lessee shall have failed

to give the Renewal Notice. The Lessee shall have the further right to renew this Lease for the Additional Term upon notice given to the Lessor within 30 days after the Non-Renewal Notice. If the Lessee shall fail to give the Renewal Notice and the Lessor shall fail to give the Non-Renewal Notice, then the Lessee shall be entitled to renew this Lease for the Additional Term upon notice given at any time prior to the expiration date of the Initial Term.

3. Lease Year. The term "Lease Year" shall mean a period of 12 consecutive months commencing on the Commencement Date, and each succeeding period of 12 consecutive months commencing on the anniversary of the Commencement Date. Any portion of the Term which is less than a Lease Year, shall be deemed to be a "Partial Lease Year" and computations requiring proration shall be prorated on a per diem basis using a 365-day year.

ARTICLE III

Rent

1. Annual Rentals. As annual rent for the demised premises, the Lessee agrees to pay the sum of \$1.00.

2. Net Lease. All rent shall be absolutely net to Lessor, so that this Lease shall, except as hereinafter

Unlisted Uses: Any unlisted manufacturing processing or
fabrication of any product of any material.
Warehouse facilities
Printing Plants
Shops for Electrical Contracting Business
Machine Shops other than Motor Vehicle Machine Shops
Public or Quasi-Public Utilities
Wholesale or Jobbing Establishments

ARTICLE V

Payment of Taxes

1. Lessee's Obligations. The Lessee shall pay, before any fine, penalty, interest, or cost may be added, or become due or be imposed for nonpayment thereof, all real estate taxes on both the demised premises and the Improvements (at the commercial tax rate prevailing from time to time), assessments, water and sewer rents, rates and charges, transit taxes, charges for public utilities, excises, levies, licenses and permit fees and other governmental charges, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature, whatsoever, which at any time during the Term of this Lease may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on any improvements on the demised premises or any part thereof

provided to the contrary, yield net to Lessor the rent, to be paid in each Lease Year. Accordingly, all costs, expenses, and obligations of every kind and nature, whatsoever, relating to the demised premises, or any improvements thereon, which may arise or become due during the Term of this Lease, shall be paid by the Lessee, and the Lessor shall be indemnified and saved harmless by the Lessee from and against the same.

ARTICLE IV

Use of the Premises

In addition to any limitations on use that may be dictated by applicable zoning regulations, the use of the demised premises is also limited to the following uses:

Administrative Offices Devoted to a Single Use

Banking, Government, Real Estate or Insurance Office

General Business or Professional Office

Planned Office Uses

Laboratories: Analytical Experimental, Testing or Industrial Process

Manufacturing, Processing or Fabrication:

Listed Uses: Manufacturing or Processing of Textiles, Electrical Components; Fabrication of Wood, Leather, Paper, Water or Plastic Products, Fabrication or assembly of products from previously prepared materials

or any appurtenance thereto, or otherwise arising out of the rent and income received by the Lessee from subtenants, any use or occupation of the demised premises, and such franchises as may be appurtenant to the use of the demised premises, or any document (to which the Lessee is a party) creating or transferring an interest or estate in the demised premises.

2. Mode of Payment. The Lessee shall pay the taxes and other charges as enumerated in this Article before such taxes or other charges would become delinquent in accordance with the law then in force governing the payment of such taxes or other charges, and shall deliver official receipts evidencing such payment to the Lessor. If, however, the Lessee desires to contest the validity of any tax or tax claim, the Lessee may do so without being in default hereunder, provided the Lessee gives the Lessor notice of the Lessee's intention to do so not later than 30 days before the tax item or items proposed to be contested would otherwise become delinquent.

3. Lessee's Default. If the Lessee shall be more than 15 days late in the payment of any amounts required in this Article, then the Lessor may pay the same, and the amount or amounts of money so paid, including reasonable attorneys'

fees and expenses which might have been reasonably incurred because of or in connection with such payments, together with interest on all such amounts at the statutory rate of interest then applicable to late tax payments, shall be repaid by the Lessee to the Lessor, upon demand of the Lessor, and the payment thereof may be collected or enforced by the Lessor in the same manner as though such amount were an installment of rent specifically required by the terms of this Lease to be paid by the Lessee to the Lessor, upon the day when the Lessor demands repayment thereof or reimbursement therefor of and from the Lessee; but the election of the Lessor to pay such taxes shall not waive the default thus committed by the Lessee.

4. Proration. The foregoing notwithstanding, the parties hereto understand and agree that the taxes for the first and last years of the Term shall be prorated proportionately between the Lessor and the Lessee.

ARTICLE VI

Mechanics' Liens

1. No Lien. The Lessee shall not have the power to subject the interest of the Lessor in the demised premises to any mechanics' or materialmen's liens or lien of any kind, unless a specific provision to the contrary

authorizing in specific terms the creation of such lien or liens, is elsewhere herein contained.

2. Release of Lien. The Lessee will not permit or suffer to be filed or claimed against the interest of the Lessor in the demised premises during the continuance of this Lease, any lien or claim of any kind (excepting for the mortgages referred to in Article XIII), and if such lien be claimed or filed, it shall be the duty of the Lessee, within 30 days after the Lessor shall have been given written notice of such a claim having been filed, or within 30 days after the Lessor shall have been given written notice of such claim and shall have transmitted written notice of the receipt of such claim unto the Lessee (whichever 30 day period expired earlier) to cause the demised premises to be released from such claim, either by payment or by the posting of a bond or by the payment to the court of the amount necessary to relieve and release the demised premises from such claim, or in any other manner which, as a matter of law, will result, within such period of 30 days, in releasing the Lessor and the title of the Lessor from such claim, and the Lessee covenants and agrees, within such period of 30 days, so as to cause the demised premises and

the Lessor's interest therein to be released from the legal effect of such claim.

ARTICLE VII

Governing Law, Cumulative Remedies

1. Governing Law. All of the rights and remedies of the respective parties shall be governed by the provisions of this instrument and by the laws of the Commonwealth of Massachusetts as such laws relate to the respective rights and duties of landlords and tenants.

2. Cumulative Remedies. During the continuance of the Lease, the Lessor shall have all rights and remedies which this Lease and, except as otherwise provided herein, the laws of the Commonwealth of Massachusetts, assure to it. All rights and remedies accruing to the Lessor shall be cumulative, that is, the Lessor may pursue such rights as the law and this Lease affords to it in whatever order the Lessor desires and the law permits without being compelled to resort to any one remedy in advance of any other.

ARTICLE VIII

Indemnification of Lessor

1. Indemnification by Lessee. During the entire Term of the Lease, unless caused by the Lessor's omission, fault, negligence or other misconduct, the Lessee will indemnify

and save harmless the Lessor against any and all claims, debts, demands, or obligations which may be made against the Lessor arising out of, or in connection with, any alleged act or omission of the Lessee or any person claiming under, by or through the Lessee; and if it becomes necessary for the Lessor to defend any action seeking to impose any such liability, the Lessee will pay the Lessor all costs of court and reasonable attorneys' fees incurred by the Lessor in effecting such defense in addition to any other sums which the Lessor may be called upon to pay by reason of the entry of a judgment against the Lessor in the litigation in which such claim is asserted.

2. Insurance. From time to time when the Lessee commences construction on the demised premises or any part thereof, or from and after any earlier date when the Lessee makes actual use of and occupies the demised premises, or any parts thereof, the Lessee shall cause to be written a policy or policies of insurance in the form generally known as public liability policies, and boiler insurance, and elevator insurance policies, when there are boilers and elevators included in any improvements located on the demised premises, insuring the Lessee against any and all claims and demands made by any person or persons whomsoever

X for injuries received in connection with the operation and maintenance of the demised premises, improvements, and buildings located on the demised premises or for any other risk insured against by such policies, each class of which policies shall have been written within limits of not less than \$500,000 for damages incurred or claimed by any one person for bodily injury, or otherwise, plus \$100,000 for damages to property, and not less than \$1,000,000 for damages incurred or claimed by more than one person for bodily injury, or otherwise, plus \$100,000 damages to property. All such policies shall name the Lessee and Lessor, as their respective interests may appear, as the persons assured by such policies; and the original or a duplicate original of each such policy or policies shall be delivered by the Lessee to the Lessor promptly upon the writing of such policies, together with adequate evidence of the fact that the premiums are paid.

ARTICLE IX

Damage or Destruction by Fire or Other Casualty

If the buildings and improvements upon the demised premises, or any part of such buildings or improvements, shall be destroyed or damaged by fire, windstorm, or other casualty, the Lessee shall within four months from the time

when the loss or destruction occurred, either (a) commence rebuilding or repair of the same in such manner that the building or improvement so rebuilt or repaired, and the personal property so replaced or repaired, shall be of the same or higher value as the said building or improvement and the personal property upon the demised premises prior to such damage or destruction, and shall have the same rebuilt and ready for occupancy within 15 months from the time when the loss or destruction occurred; or (b) elect to terminate this Lease by written notice to the Lessor, in which case the Lessee shall promptly undertake demolition of the buildings and improvements on the demised premises in accordance with Article XVI, and this Lease shall terminate on the Lessee's completion of such demolition. The 15-month period for reconstruction shall be enlarged by delays caused without fault or neglect on the part of the Lessee by act of God, strikes, lockouts, or other conditions (other than matters of finance) beyond the Lessee's control.

ARTICLE X

Insurance Premiums

The Lessee shall pay premiums for all of the insurance policies which the Lessee is obligated to carry under the terms of this Lease, and will deliver to the Lessor evidence of such payment before the payment of any such premiums become in default; and the Lessee will cause renewals of expiring policies to be written and the policies or copies thereof, as the Lease may require, to be delivered to the Lessor at

least ten days before the expiration of such expiring policies.

ARTICLE XI
Assignment and Subletting

1. Subletting.

A. The Lessee shall have the right to sublease any portion of the demised premises provided that any such subtenant shall agree to perform and observe the terms and conditions to be performed by the Lessee under this Lease excepting the covenants for the payments of rental and other charges by the Lessee.

B. The Lessee shall have the right to sublet all of the demised premises, with the approval of the Lessor. Lessee shall request approval by Lessor prior to the subletting of all of the demised premises and failure by the Lessor either to approve or reject said proposed subletting with seven (7) days after the notification thereof shall constitute an approval of said subletting.

C. A subletting of a portion of the demised premises otherwise allowed under subsection A of this Article XI, I. Subletting, that would effectively result in a subletting of all the demised premises shall require a request for approval from the Lessor as delineated in subsection B of this Article XI, I. Subletting.

2. Assignment.

The Lessee shall be entitled to assign this Lease, with the approval of the Lessor, provided that no assignment shall be valid unless (a) the assignee shall expressly assume and agree to perform each and every covenant of this Lease which, by the terms hereof, the Lessee agrees to keep and perform, which assumption shall be evidenced by written recordable instrument;

(b) the assignee is a party with whom the Lessor may, under laws in force at the time of such assignment, legally contract; and

(c) the Lessor shall be presented with

information regarding the financial condition of the assignee which reasonably indicates that the assignee is capable of performing the financial obligations of the Lessee under this Lease. If the requirements of clauses (a), (b) and (c) of this Section are satisfied, the Lessor shall consent in writing to the assignment. If the Lessee's interest in and to this Lease Agreement is so assigned, the original Lessee's liability for the performance of any of the terms, conditions, covenants and agreements contained herein to be performed by the Lessee, shall remain in full force and effect unless such assignment is made in connection with the sale of the Improvements (as defined in Section 4 of Article XII) to the assignee, in which case the original Lessee's liability for the performance of such terms, conditions, covenants and agreements shall immediately terminate.

3. Collateral Assignment. The Lessee shall be entitled to make a collateral assignment of this Lease to any lending institution in connection with any loans which may in the future be obtained by the Lessee.

ARTICLE XII

Construction and Ownership of Improvements

1. Building Mandatory. This Lease is executed with the understanding and agreement that the Lessee is obligated to construct buildings and improvements, including landscape improvements, on the demised premises, in accordance with the construction plans and specifications, landscape plans, and related documents set forth in Exhibit B, attached hereto (the buildings and improvements shown on Exhibit B being referred to herein as the "Lessee's Improvements"). All landscape improvements shall be completed within 90 days of completion of building construction or by the first day of June next following such completion, whichever first occurs.

2. Expense of Construction. The Lessee covenants and agrees that the building or buildings must be constructed and paid for wholly at the expense of the Lessee.

3. Financial Commitment. Before commencing the Lessee's Improvements, the Lessee agrees that it will have arranged for financing so that at all times there will be available to the Lessee sufficient funds to pay for the cost of construction of the Lessee's Improvements. In connection with the Lessee's Improvements, the Lessor shall have the

right to require that the Lessee: (a) Furnish the Lessor with a performance and payment bond with corporate surety, guaranteeing the doing and completion of the Lessee's Improvements; or, in lieu of furnishing such bond; (b) Create an escrow fund with any bank or trust company selected by the Lessee, into which there shall be paid by the Lessee the full cost of the Lessee's Improvements, which cost shall be evidenced by the bona fide bid of a responsible general contractor or the aggregate of the bona fide estimates of reliable subcontractors and materialmen, all of which evidence must be submitted by the Lessee to the Lessor not later than 30 days before the work itself starts, which escrow fund will be utilized to pay for the work as it progresses upon the requisition of the contractor and the certificate of an architect supervising the work, but disbursements from which escrow fund will be made upon the written order of the Lessor and the Lessee, the Lessor binding itself, if it elects to exercise such joint control over the escrow fund, to approve or cause to be approved progress payments promptly so long as the balance remaining in the escrow fund is sufficient to cause the work to be carried through to completion and paid for, and full and final waivers and releases procured from all persons who furnish work, labor, services, and/or materials to the job.

4. Ownership of Improvements. It is expressly agreed that: (a) the Lessee's Improvements shall be and remain the property of the Lessee; (b) any additional building, improvements or fixtures which may hereafter be placed on the demised premises by the Lessee shall also be and remain, the property of the Lessee (the Lessee's Improvements and such additional buildings, improvements and fixtures being collectively referred to herein as the "Improvements"); (c) the Improvements shall not become part of the realty owned by the Lessor; (d) the Lessee shall have the right to alter, repair and maintain the Improvements and to reconstruct the Improvements in the event of a casualty loss in accordance with the terms of this Lease; and (e) the Lessee, subject to the provisions of Article XVI, shall have the right, but not the obligation, to remove the Improvements from the demised premises during the Term and at any time within 120 days after the expiration or earlier termination of the Term.

ARTICLE XIII

Mortgage Financing.

1. Mortgages by Lessee. Upon the circumstances and subject to the terms contained in this Article, the Lessee shall be entitled to execute a mortgage or mortgages or other proper instruments, encumbering the Lessee's leasehold interest and estate in the demised premises, together with the Improvements, as security for any indebtedness of the Lessee. The Lessor shall subordinate its interest in the

demised premises to such financing, shall cooperate with the Lessee in obtaining the same, and shall execute any instrument reasonably required in connection therewith, provided that such instruments shall comply with the requirements of Section 2 of this Article XIII. As long as any mortgage or other encumbrance of the Lessee's leasehold interest and estate in the demised premises or the Improvements shall be in effect, the Lessor shall give the holder of such mortgage or encumbrance a copy of any notice of default given to the Lessee under this Lease, simultaneously with the giving of such notice to the Lessee.

2. Nonrecourse. Any such mortgage or other instrument must contain a provision that the mortgagee recognizes it to be a fact that no liability shall ever attach to or personal judgment be sought or obtained against the Lessor by reason of the Lessee's execution of the mortgage. The respective mortgagees, or any of them, shall not require the joinder by the Lessor in the note or notes secured by the respective mortgages referred to in this Lease.

3. Refinancing. The Lessee shall have the right to refinance the permanent mortgage from time to time provided that any new permanent mortgage must comply with the following conditions:

(a) The new permanent mortgage shall provide for a principal amount sufficient to pay all of the costs and expenses of such refinancing and the then unpaid principal balance of the permanent mortgage then existing; and

(b) The new permanent mortgage shall provide for self-liquidation by its maturity date as a result of the application of the amortization payments provided for therein, and shall not extend beyond the Term of this Lease.

4. No Mortgages by Lessor. During the Term, no mortgages or deed of trust may be placed on the demised premises by the Lessor.

ARTICLE XIV

Default

1. Effect of Default by Lessee. If the Lessee shall default in the payment of any of the rent upon any day such rent becomes due and payable, or if the Lessee shall fail to perform any of the other covenants of this Lease by it to be kept and performed, the Lessor shall give the Lessee notice of default. If the Lessee does not cure any rent default within 20 days or any other default within 40 days, after the giving of notice (or, if the default is such that it cannot be competely cured within 40 days, if the Lessee does not begin curing the default within 30 days and proceed with

reasonable diligence and in good faith to cure the default), then, in any of such events, it shall be lawful for the Lessor, upon election, to terminate this Lease on not less than 30 days' notice to the Lessee. On the date specified in the notice, this Lease shall terminate and the Lessee shall surrender and deliver up the demised premises peaceably to the Lessor, or the agent or attorney of the Lessor, immediately upon such termination; provided, however, that the Lessee shall have the right, but not the obligation, to remove the Improvements from the demised premises within 120 days after such termination. If the Lessee, its agent, attorney, tenants shall hold such premises, or any part thereof, one day after the same should be surrendered, according to the terms of this Lease, it shall be deemed guilty of forcible detainer of the premises under the statutes and shall be subject to eviction or removal, forcibly or otherwise, with or without process of law.

2. Landlord-Tenant Relationship Only. The relationship between the parties is that of Landlord and Tenant, and the Lessee specifically acknowledges that all statutory proceedings regulating the relationship of

Landlord and Tenant respecting collection of rent or possession of the premises, accrue to the Landlord.

3. Default Period. All default and grace periods shall be deemed to run concurrently and not consecutively.

ARTICLE XV

Maintenance and Repair Obligations

During the continuance of this Lease the Lessee will keep in good state of repair and in first class condition any and all buildings, furnishings, fixtures, and equipment which are brought or constructed or placed upon the demised premises by the Lessee, and the Lessee will not suffer or permit any stripping, waste, or neglect of any building or other property to be committed, and the Lessee will repair, replace, and renovate such property as often as it may be necessary in order to keep the buildings and other property which is the subject matter of this Lease in first class repair and condition.

In addition, the Lessee is obligated to maintain the grounds of the premises in accordance with the landscape plans shown in Exhibit B hereof. All grassy areas shall be regularly and uniformly mown during the growing season. All trees, shrubs and other plantings shall be cared for in accordance with their nature. The Lessee is also obligated

to so maintain the area located between the front lot line of the demised premises and the paved way of Westview Road. If such maintenance is not, in the Lessor's reasonable judgment, performed in a first class manner, the Lessor shall have the right to perform such maintenance and charge the cost thereof to the Lessee as additional rent.

ARTICLE XVI

Demolition and Major Repairs

1. Conditions Precedent to Demolition and Major Repairs by Lessee. Although it is the Lessee's duty under the terms hereof to keep and maintain any buildings and improvements on the demised premises in good repair, this shall not be construed as empowering the Lessee to demolish any buildings on the demised premises or any substantial part thereof or to cause any item of major repair and construction to be made unless and until the Lessee:

(a) Causes plans for any new buildings or new construction that may be associated with such demolition or major repair to be prepared in full accordance with the applicable laws, building codes, zoning ordinances, and all applicable statutes and ordinances, and deliver the plans to the Lessor for its approval (which approval shall not be unreasonably withheld) at least 30 days before the work

proposed to be done pursuant thereto is actually commenced;
and

(b) Furnishes the Lessor with a performance and payment bond with corporate surety, guaranteeing the doing and completion of the work; or, in lieu of furnishing such bond;

(c) Creates an escrow fund with any bank or trust company selected by the Lessee, into which there shall be paid by the Lessee the full cost of the work of repair and replacement, which cost shall be evidenced by the bona fide bid of a responsible general contractor or the aggregate of the bona fide estimates of reliable subcontractors and materialmen, all of which evidence must be submitted by the Lessee to the Lessor not later than 30 days before the work itself starts, which escrow fund will be utilized to pay for the work as it progresses upon the requisition of the contractor and the certificate of an architect supervising the work, but disbursements from which escrow fund will be made upon the written order of the Lessor and the Lessee, the Lessor binding itself, if it elects to exercise such joint control over the escrow fund, to approve or cause to be approved progress payments promptly so long as the balance remaining in the escrow fund is sufficient to cause

the work to be carried through to completion and paid for, and full and final waivers and releases procured from all persons who furnish work, labor, services, and/or materials to the job.

2. Demolition and Major Repair Defined. For the purposes of this Article XVI, no work will be deemed a "demolition" or a "major repair" so as to bring it within the terms of this Article unless it constitutes either the actual destruction of a building or a substantial part thereof or unless it constitutes a remodeling which, in substance, requires the tearing down of a substantial part of a building. The changing of openings or the removal and/or relocating of partition walls, or other work inside the building designed to accommodate itself to better occupancy, shall not be deemed major repair and construction within the meaning of this Article. The provisions of this Article shall not be applicable to the removal of any building or structure on the premises at the time of the execution of this Lease.

3. Replacement of Building Optional with Lessee; Lessor's Option to Purchase Improvements Proposed for Demolition without Replacement. Nothing in this Article XVI or any other provision of this Lease shall be construed as

preventing the Lessee, if the Lessee so chooses, from demolishing any or all of the Improvements on the demised premises without replacing such Improvements. However, except in the case of an election pursuant to clause (b) of Section 2 of Article IX in the event of damage or destruction by fire or other casualty, the Lessee shall, at least 120 days before any such demolition without replacement, give the Lessor notice of such proposed demolition. The Lessor shall have the right, within 90 days after receipt of such notice, to purchase the Improvements scheduled for demolition without replacement, for their salvage value.

ARTICLE XVII

Additional Covenants of Lessee

1. Legal Use. The Lessee covenants and agrees with the Lessor that the premises will be used for legal purposes only.

2. Insurance Claims. Except as provided in Article IX, no damage or destruction to any building or improvements by fire, windstorm, or any other casualty shall be deemed to entitle the Lessee to surrender possession of the premises or to terminate this Lease or to violate any of its

provisions or to cause any abatement or reduction in the rent when due or thereafter becoming due under the terms hereof.

3. Termination. At the termination of this Lease the Lessee shall (a) peaceably and quietly deliver to the Lessor possession of the demised premises, and (b), within 120 days after such termination, remove from the demised premises all the Improvements.

ARTICLE XVIII

Quiet Enjoyment

The Lessor covenants and agrees with Lessee that so long as the Lessee keeps and performs all of the covenants and conditions by the Lessee to be kept and performed, the Lessee shall have quiet and undisturbed and continued possession of the demised premises, free from any claims against the Lessor and all persons claiming under, by, or through the Lessor.

ARTICLE XIX

Right of Entry

The Lessor and its agents shall have the right to enter upon the demised premises at all reasonable times to examine the condition and use thereof, provided only that such right shall be exercised in such manner as not to interfere with

the Lessee in the conduct of the Lessee's business on such premises.

ARTICLE XX

Eminent Domain

1. Effect of Total Condemnation. In the event the entire demised premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and the Lessee shall thereupon be released from any liability thereafter accruing hereunder.

2. Effect of Partial Condemnation. If a portion of the demised premises shall be so appropriated or taken and the remainder of the demised premises shall not be suitable for the use then being made of the demised premises by the Lessee, or if the remainder of the demised premises is not one undivided parcel of property, the Lessee shall have the right to terminate this Lease as of the date of such taking on giving to the Lessor written notice of such termination within 90 days after the Lessor has notified the Lessee in writing that the demised premises have been so appropriated or taken. In the event of such partial taking and the Lessee does not so terminate this Lease, then this Lease shall continue in full force and effect as to the part not

taken, and the rental to be paid by the Lessee during the remainder of the Term shall be reduced in the same proportion that the area of the demised premises so taken bears to the original area of the demised premises.

3. Condemnation Award. In any proceedings for the total or partial taking of the demised premises by eminent domain, the Lessor and the Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result thereof.

ARTICLE XXI

1. Lessees Association. A Lessees Association (the "Association") shall be created at Westwood Center. The members of the Association shall consist of (a) each lessee of a lot or lots at Westwood Center, and (b), at any time when one or more lots at Westwood Center are unlet, the Pittsfield Economic Revitalization Corporation ("PERC"). Each such lessee shall have one vote in the affairs of the Association for each of the lots it leases; PERC shall have one, and only one, vote in the affairs of the Association during periods when PERC is a member of the Association.

The Association shall have control of, and maintain the common areas at Westwood Center, consisting of the island of

land located within the cul-de-sac at the end of Westview Road, and the area adjacent to Barker Road which contains the sign for Westwood Center (the "Common Areas"). Maintenance of the Common Areas shall be performed in whatever manner that the Association determines.

2. Annual Assessments. The Association shall annually assess its members a sufficient assessment to reasonably maintain and care for the Common Areas. The assessment for each lessee in any year shall be equal to one-eighth (1/8) of the total amount determined by the Association as an assessment (the "Total Assessment"); except, however, that a lessee shall pay as many shares as a lessee leases lots. The assessment for PERC for any year in which PERC is a member of the Association shall be a one-eighth (1/8) share of the Total Assessment, multiplied by the number of lots at Westwood Center which are unlet at the time of the assessment. The assessments collected pursuant to this Section 2 shall be managed by the Association in whatever manner that the Association elects.

3. Enforcement. This Article shall act to create a mutually enforceable covenant; the Lessor agrees that upon failure by the Lessee to adhere to this Article, the Lessor shall take reasonable action to enforce compliance.

ARTICLE XXII

Miscellaneous

1. Force Majeure. In the event that the Lessor or Lessee shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

2. Consent Not to be Unreasonably Withheld. Whenever the Lessee requests any consent, permission, or approval which may be required or desired by the Lessee pursuant to the provisions hereof, the Lessor shall not unreasonably withhold or postpone the grant of such consent, permission, or approval. If the Lessee requests such consent, permission, or approval and Lessor does not notify Lessee of its express disapproval thereof within 45 days after the receipt of such request setting forth its reasons therefor,

such consent, permission, or approval shall be deemed to have been granted.

3. Covenants Running with Land. All covenants, promises, conditions, and obligations herein contained or implied by law are covenants running with the land and shall attach and bind and inure to the benefit of the Lessor and Lessee and their respective heirs, legal representatives, successors, and assigns, except as otherwise provided herein.

4. No Waiver. No waiver of a breach of any of the covenants in this Lease shall be construed to be a waiver of any succeeding breach of the same covenant.

5. Arrears. All arrearages in the payment of rent shall bear interest from the date when due and payable at the then prime rate of CitiBank, New York, New York per annum until paid.

6. Written Modifications. No modification, release, discharge or waiver of any provisions hereof shall be of any force, effect, or value unless in writing signed by the Lessor, or the Lessee, as the case may be, or such party's duly authorized agent or attorney.

7. Entire Agreement. This instrument contains the entire agreement between the parties as of this date. The

execution hereof has not been induced by either party by representations, promises, or understandings not expressed herein and there are no collateral agreements, stipulations, promises, or undertakings whatsoever upon the respective parties in any way touching the subject matter of this instrument which are not expressly contained in this instrument.

8. Notices. If either party desires to give notice to the other in connection with and according to the terms of this Lease, such notice shall be given by registered or certified mail and it shall be deemed given when deposited in the United States mails with postage prepaid and such notices shall be addressed as follows:

If to the Lessor, to it:

c/o Pittsfield Municipal Airport Commission
City Hall
Pittsfield, MA 01201

If to the Lessee, to him at:

6 Westview Road
Pittsfield, MA 01201

Nothing herein contained shall be construed as prohibiting the parties respectively from changing the place at which notice is to be given, but no such change shall be effective unless and until it shall have been accomplished

by written notice given in the manner set forth in this Section.

9. Liability Continued. All references to the Lessor and Lessee mean the persons who, from time to time, occupy the positions, respectively, of Lessor and Lessee, although this shall not be construed as relieving a person of any liability incurred by them by reason of or in connection with their having been Lessor or Lessee at one time.

IN WITNESS WHEREOF, the Lessor and the Lessee have hereunto
set their hands and seals this 14th day of December, 1987.

LESSOR:
CITY OF PITTSFIELD
Pittsfield Municipal Airport Commission

By: William I. Wheelock, Jr.
William I. Wheelock, Jr., Its Chairman

APPROVED BY THE CITY COUNCIL

Angelo C. Stracuzzi
Angelo C. Stracuzzi,
City Council President

APPROVED BY THE MAYOR

Charles L. Smith
Charles L. Smith, Mayor

Approved as to form and
legality:

Michael J. Mulcahy
City Solicitor

LESSEE:
LAS REALTY PARTNERSHIP

By: Sheldon
Its: Proper

EXHIBIT A

Description of Demised Premises

That parcel of land on the northerly side of Westview Road, Pittsfield, Massachusetts shown as Lot 4 on a plan by S.M. Slack, City Engineer, entitled "Building Lot Plan, Westwood Center" recorded in the Berkshire Middle District Registry of Deeds in Plan Drawer G, Plan No. 45, containing approximately 2.25 acres as shown on said plan.

EXHIBIT B

[Construction plans and specifications,
landscape plans and related documents]

AGREEMENT OF CONVERSION

AGREEMENT made the 1st day of June, 2015, by and among the Partners who are signatory hereto.

WHEREAS, the undersigned desire to convert the Partnership into a Massachusetts limited liability company and to convert their partnership interests into Membership Interests in the limited liability company;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

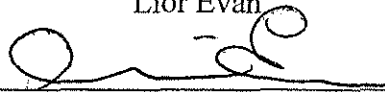
1. The undersigned agree to convert the LAS Realty partnership into a Massachusetts limited liability company under the name 6 Westview LLC (the "LLC").
2. The form of Operating Agreement attached hereto as Exhibit A is hereby adopted as the Operating Agreement of the LLC.
3. The undersigned hereby authorize and direct to execute and file a Certificate of Conversion under Chapter 156C Section 69 of the General Laws in the office of the Secretary of the Commonwealth.
4. The undersigned hereby authorize and direct Amir Evan to execute and file a Limited Liability Company Certificate of Organization under Chapter 156C, Section 12 of the General Laws in the office of the Secretary of the Commonwealth.
5. Upon the filing of the Certificates of Organization and Conversion with the office of the commonwealth secretary:
 - (a) The partnership interests of the undersigned shall be converted into Membership Interests, with the same capital account values and profit percentages as were in effect prior to the Conversion;
 - (b) all property, real and personal, tangible and intangible, of the Partnership shall be and remain vested in the LLC;
 - (c) all debts, obligations, liabilities and penalties of the Partnership shall be and continue as debts, obligations, liabilities and penalties of the LLC;
 - (d) any action, suit, proceeding, civil or criminal, now or then pending by or against the Partnership shall be continued; and
 - (e) all of the undersigned, partners of the Partnership, shall become and be, members of the LLC.

6. Amir Evan is authorized and directed to make such filings, pay such fees, execute and deliver such deeds, instruments of conveyance, registrations, applications, certificates and other documents take such other and further action, whether similar or dissimilar to the foregoing, as any of them deem necessary or advisable to accomplish the purpose of the foregoing.

IN WITNESS WHEREOF, the undersigned hereby execute the foregoing Agreement of Conversion the day and year set forth above.



Lior Evan



Amir Evan



Shye Evan

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Limited Liability Company

Certificate of Organization

(General Laws Chapter 156C, Section 12)

Federal Identification No.: _____

- (1) The exact name of the limited liability company:

6 Westview LLC

- (2) The street address of the office in the commonwealth at which its records will be maintained:

164 Blythewood Drive
Pittsfield, MA 01201

- (3) The general character of the business:

any lawful purpose

- (4) Latest date of dissolution, if specified: not specified

- (5) The name and street address, of the resident agent in the commonwealth:

NAME

ADDRESS

Amir Evan

164 Blythewood Drive
Pittsfield, MA 01201

- (6) The name and business address, if different from office location, of each manager, if any:

NAME

ADDRESS


- (7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers:

NAME	ADDRESS
Amir Evan	Hamilton News Co., Inc. 41 Hamilton Lane Glenmont, New York 12077
Lior Evan	64 Groton Street Forest Hills, NY 11375
Shye Evan	8 Brinker Way Albany, NY 12211


- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME	ADDRESS
Amir Evan	Hamilton News Co., Inc. 41 Hamilton Lane Glenmont, New York 12077
Lior Evan	64 Groton Street Forest Hills, NY 11375
Shye Evan	8 Brinker Way Albany, NY 12211

- (9) Additional matters:

Signed by (by at least one authorized signatory):  _____

Consent of resident agent:

I  _____, Amir Evan,
resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

*or attach resident agent's consent hereto.

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Limited Liability Company Certificate
(General Laws Chapter 156C, Section 12)

I hereby certify that upon examination of this limited liability company certificate, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said application; and the filing fee in the amount of \$_____ having been paid, said application is deemed to have been filed with me this _____ day of _____, 20____, at _____ a.m./p.m.
time

Effective date: _____

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Filing fee: \$500

TO BE FILLED IN BY LIMITED LIABILITY COMPANY
Contact Information:

6 Westview LLC; c/o Amir Evan

Hamilton News Co., Inc.; 41 Hamilton Lane

Glenmont, NY 12077

Telephone: (518) 463-1135

Email: AEVAN@evangroup.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

The Commonwealth of Massachusetts
Certificate of Conversion of LAS Realty to a Limited Liability Company

Pursuant to Chapter 156C §69 of the Massachusetts General Law:

- (1) **LAS Realty**, a Massachusetts general partnership was formed on December 1, 1986.
- (2) The name of the business was **LAS Realty** immediately prior to filing the certificate of organization.
- (3) The name of the limited liability company as set forth in its certificate of organization is **6 Westview LLC**.
- (4) The effective date of the conversion shall be the date of the filing of the certificate of organization and this certificate.

The undersigned, a partner of LAS Realty, hereby executes the foregoing Certificate of Conversion.



Amir Evan



date

**6 WESTVIEW LLC,
As Mortgagor**

TO

**BERKSHIRE BANK,
As Mortgagee**

**MORTGAGE AND SECURITY AGREEMENT
WITH ASSIGNMENT OF LEASES AND RENTS
(LEASEHOLD)**

Dated As Of: July _____, 2016

Location:

**6 Westview Road
City of Pittsfield, Berkshire County, Massachusetts**

**THIS MORTGAGE AND SECURITY AGREEMENT WITH
ASSIGNMENT OF LEASES AND RENTS (LEASEHOLD) (A)
AFFECTS TANGIBLE AND INTANGIBLE PERSONAL
PROPERTY AS WELL AS REAL PROPERTY, (B)
CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS,
AND (C) IS INTENDED TO CONSTITUTE A SECURITY
AGREEMENT UNDER THE UNIFORM COMMERCIAL
CODE OF THE STATE OF MASSACHUSETTES.**

RECORD AND RETURN TO:

**Michael L. Kinum, Esq.
Goldman Attorneys PLLC
210 Washington Avenue Extension
Albany, New York 12203
(518) 431-0941**

**MORTGAGE AND SECURITY AGREEMENT
WITH ASSIGNMENT OF LEASES AND RENTS
(LEASEHOLD)**

THIS MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF LEASES AND RENTS (LEASEHOLD) is made as of July _____, 2016 (as amended, supplemented, replaced or otherwise modified, the “Mortgage”) by **6 WESTVIEW LLC**, a Massachusetts limited liability company with its principal place of business at 6 Westview Road, Pittsfield, Massachusetts 01201 (“Mortgagor”) to **BERKSHIRE BANK**, a Massachusetts banking association with an office for the transaction of business at 41 State Street, Albany, New York 12207 (“Mortgagee”).

WITNESSETH:

THAT to secure the payment of an indebtedness in the principal sum of **FOUR HUNDRED EIGHTY EIGHT THOUSAND AND NO/100 DOLLARS (\$488,000.00)**, lawful money of the United States, together with interest thereon and other charges with respect thereto, to be paid according to a certain note or other obligation dated on or about **July _____, 2016**, made and delivered by Mortgagor to Mortgagee (the “Note”), Mortgagor hereby grants, mortgages, assigns, grants a security interest in, and transfers to Mortgagee, as continuing and collateral security for the payment of any and all indebtedness, liabilities and obligations of Mortgagor (or Borrower) to Mortgagee, now existing or which may hereafter arise pursuant to or in connection with (as further described below) the Note, the Guaranty, any applicable Loan Agreement, if any (the “Loan Agreement”) of even date entered into between the Mortgagor and the Mortgagee, this Mortgage or any amendments, renewals, extensions, modifications or substitutions of the Note, the Guaranty, the Loan Agreement or this Mortgage (collectively, the “Indebtedness”), with **MORTGAGE COVENANTS**, the premises described on the attached Schedule A, which premises is the subject of that certain lease agreement by and between the the Mortgagor, as Tenant (the Mortgagor being the successor in interest to LAS Realty Partnership by virtue of that certain Conversion Agreement dated June 1, 2015 converting said partnership to a limited liability company called 6 Westview LLC), and City of Pittsfield, by and through the Pittsfield Municipal Airport Commission, as Landlord, dated December 14, 1987 (the “Lease”), notice of which was recorded with the Berkshire Middle District Registry of Deeds in Book 1219 at Page 1047&c (the “Notice of Lease” and collectively referred to herein with the Lease as the “Lease Agreement”),

TOGETHER with all buildings, structures and other improvements now or hereafter erected, constructed or situated upon said premises, all of which are the subject of the Lease Agreement (the “Leased Premises”) and all fixtures and equipment and other personal property now or hereafter affixed to, or used in connection with, said Leased Premises and any and all replacements thereof and additions thereto, all of which shall be deemed to be and remain and form a part of said Leased Premises and are covered by the lien of this Mortgage (said Leased Premises, the buildings, structures, other improvements, fixtures and equipment and other personal property being collectively referred to herein as the “Premises”),

notice by the sublandlord under the Lease to Mortgagor of any default by Mortgagor, as tenant thereunder, of any obligation to be performed or observed and deliver to Mortgagee a true copy of each such notice. Mortgagor shall not, without the prior consent of Mortgagee, surrender the leasehold estate created by the Lease or terminate or cancel the Lease or modify, change, supplement, alter or amend the Lease, in any respect, either orally or in writing, and Mortgagor hereby assigns to Mortgagee, as further security for the payment of the loan and for the performance and observance of the terms, covenants and conditions of this Mortgage, all of the rights, privileges and prerogatives of Mortgagor, as tenant under the Lease, to surrender the leasehold estate created by the Lease or to terminate, cancel, modify, change, supplement, alter or amend the Lease, and any such surrender of the leasehold estate created by the Lease or termination, cancellation, modification, change, supplement, alteration or amendment of the Lease without the prior written consent of Mortgagee shall be void and of no force and effect. If Mortgagor shall default in the performance or observance of any term, covenant or condition of the Lease on the part of Mortgagor, as tenant thereunder, to be performed or observed, then, without limiting the generality of the other provisions of this Mortgage, and without waiving or releasing the Mortgagor from any of its obligations hereunder, Mortgagee shall have the right, but shall be under no obligation, to pay any sums and to perform any act or take any action as may be appropriate to cause all of the terms, covenants and conditions of the Lease on the part of Mortgagor, as tenant thereunder, to be performed or observed or to be promptly performed or observed on behalf of Mortgagor, to the end that the rights of Mortgagor in, to and under the Lease shall be kept unimpaired and free from default. If Mortgagee shall make any payment or performance any act or take action in accordance with the preceding sentence, Mortgagee will notify Mortgagor of the making of any such payment, the performance of any such act, or the taking of any such action. In any event, subject to the rights of tenants, subtenants and other occupants of the Premises, Mortgagee and any person designated by Mortgagee shall have, and are hereby granted, the right to enter upon the Premises at any time and from time to time for the purpose of taking any such action. If the Landlord under the Lease shall deliver to Mortgagee a copy of any notice of default sent by said Landlord to Mortgagor, as tenant under the Lease, such notice shall constitute full protection to Mortgagee for any action taken or omitted to be taken by Mortgagee, in good faith, in reliance thereon.

42. COUNTERPARTS: This Mortgage may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage on the date first set forth herein.

MORTGAGOR: 6 WESTVIEW LLC

By: _____
Name: Amir Evan
Title: Managing Member

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the ____ day of July, in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared **Amir Evan** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

MICHAEL L. KINUM
Notary Public, State of New York
No. 02KI6013778
Qualified in Albany County
Commission Expires September 28, 2018

RECORD AND RETURN TO:

Michael L. Kinum, Esq.
Goldman Attorneys PLLC
210 Washington Avenue Extension
Albany, New York 12203
(518) 431-0941

COLLATERAL ASSIGNMENT OF LEASE

THIS COLLATERAL ASSIGNMENT OF LEASE INTEREST (the "Agreement") made as of the ____ day of July, 2016 between and **6 WESTVIEW LLC**, a Massachusetts limited liability company with its principal place of business at 6 Westview Road, Pittsfield, Massachusetts 01201 (the "Assignor") and **BERKSHIRE BANK**, a Massachusetts banking corporation with a banking office at 41 State Street, Albany, New York 12207 (the "Assignee").

W I T N E S S E T H

WHEREAS, in connection with a loan from the Assignee to the Assignor in the principal amount of \$488,000.00 (the "Loan"), the Assignor has executed and delivered, for value received, its promissory note in the principal amount of \$488,000.00 (the "Note") dated July ____, 2016 (the "Closing Date") to the Assignee evidencing the Loan and obligations of the Assignor to the Assignee; and

WHEREAS, Assignor, as the successor in interest to LAS Realty Partnership by virtue of that certain Conversion Agreement dated June 1, 2015 converting said partnership to a limited liability company called 6 Westview LLC, is the Tenant under that certain lease agreement with the City of Pittsfield, by and through the Pittsfield Municipal Airport Commission (the "Landlord"), as Landlord, dated December 14, 1987 (the "Lease"), a copy of which Lease is attached hereto at **Exhibit A**, whereby the Assignor leases the premises commonly known as **6 Westview Road, Town of Pittsfield, Berkshire County, Massachusetts** (the "Premises" or the "Leased Premises" as the context may require) from the Landlord; and

WHEREAS, a notice of lease was recorded with the Berkshire Middle District Registry of Deeds in Book 1219 at Page 1047&c (the "Notice of Lease" and collectively referred to herein with the Lease as the "Lease Agreement"); and

WHEREAS, the Note is secured by, among other things, a first priority leasehold mortgage (the "Mortgage") upon the Premises, which Mortgage is intended to be recorded in the Berkshire Middle District Registry of Deeds; and

WHEREAS, the Note is subject to the terms of that certain Loan Agreement (the "Loan Agreement") dated the Closing Date from the Assignor to the Assignee and such other documents as may have been executed and delivered by the Assignor to the Assignee in connection with the Loan (collectively referred to herein with the Note and the Loan Agreement as the "Loan Documents"); and

WHEREAS, in order to further induce Assignee to make the Loan to Assignor and to further secure the performance by Assignor of all obligations to the Assignee, Assignor desires to assign to Assignee all of its right, title and interest in and to the Lease Agreement (hereinafter collectively referred to as the "Collateral"); and

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

ASSIGNEE: BERKSHIRE BANK

By: _____
Name: Stephen P. Malinowski
Title: Vice President

ASSIGNOR: 6 WESTVIEW LLC

By: _____
Name: Amir Evan
Title: Managing Member

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the ____ day of July, in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared **Stephen P. Malinowski, and Amir Evan** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

MICHAEL L. KINUM
Notary Public, State of New York
No. 02KI6013778
Qualified in Albany County
Commission Expires September 28, 2018

CONSENT AND SUBORDINATION AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE CITY OF PITTSFIELD, acting by and through THE PITTSFIELD MUNICIPAL AIRPORT COMMISSION, as Lessor in a certain ground lease with LAS Realty Partnership, a New York partnership, as Lessee, dated December 14, 1987 (the "Lease"), notice of which is recorded in the Berkshire Middle District Registry of Deeds in Book 1219, Page 1047&c, hereby consents to a Mortgage and Security Agreement in the amount of \$360,000.00 given by said Lessee to Berkshire Bank, dated April 13, 1998 and recorded with said Registry of Deeds in Book 1598, Page 1047 (the "Mortgage") and subordinates its interest in the Lease to the Mortgage; provided, however, that said mortgagee hereby recognizes, acknowledges and agrees that no liability shall ever attach to or personal judgment be sought against the Lessor by reason of the Lessee's execution of the Mortgage.

Executed as a sealed instrument as of April 12, 1998.

THE CITY OF PITTSFIELD, by and through THE PITTSFIELD MUNICIPAL AIRPORT COMMISSION, Lessor,

By: George Noble Jr.
GEORGE NOBLE, JR., its Chairman

BERKSHIRE BANK, Mortgagee,

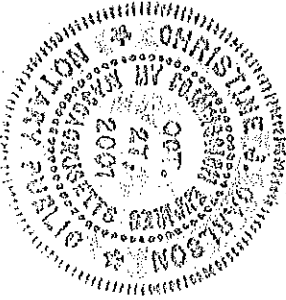
By: Gayle P. Fawcett VP
Name: Gayle P. Fawcett, #
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, ss

April 9, 1998

Then personally appeared the above-named George Noble, Jr., Chairman of the Pittsfield Municipal Airport Commission, and acknowledged the foregoing instrument to be the free act and deed of the Pittsfield Municipal Airport Commission, acting for and on behalf of the City of Pittsfield, before me,



Christine J. Carlson
Notary Public
My Commission Expires: Oct 27, 2001

COMMONWEALTH OF MASSACHUSETTS

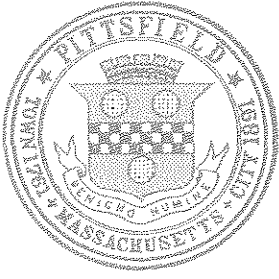
BERKSHIRE, ss

April 13, 1998

Then personally appeared the above-named Gayle P. Fawcett, Vice President of Berkshire Bank, and acknowledged the foregoing instrument to be the free act and deed of Berkshire Bank, before me,

[Signature]
Notary Public Geord A. Denmark
My Commission Expires: 7-27-01

END OF DOCUMENT



THE CITY OF PITTSFIELD
OFFICE OF THE MAYOR
70 Allen Street, Pittsfield, MA 01201
(413) 499-9321 • ltyer@pittsfieldch.com

Linda M. Tyer
Mayor

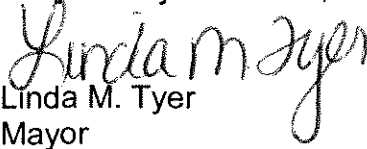
August 4, 2016

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 Mayor and City Council President to terminate certain stormwater drainage easements in favor of the City located on property of General Electric Company on East Street in Pittsfield, Massachusetts for a stormwater drainage line which is no longer active, and to authorize the Mayor and City Council President to accept from General Electric Company a new easement located on said property for the stormwater drainage line which has been relocated.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB
Enclosure

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 MAYOR AND CITY COUNCIL PRESIDENT TO TERMINATE CERTAIN STORMWATER DRAINAGE EASEMENTS IN FAVOR OF THE CITY LOCATED ON PROPERTY OF GENERAL ELECTRIC COMPANY ON EAST STREET IN PITTSFIELD, MASSACHUSETTS FOR A STORMWATER DRAINAGE LINE WHICH IS NO LONGER ACTIVE, AND TO AUTHORIZE THE MAYOR AND CITY COUNCIL PRESIDENT TO ACCEPT FROM GENERAL ELECTIC COMPANY A NEW EASEMENT LOCATED ON SAID PROPERTY FOR THE STORMWATER DRAINAGE LINE WHICH HAS BEEN RELOCATED.**

WHEREAS, General Electric Company ("GE") is the owner of certain parcels of land located in Pittsfield, Berkshire County, Massachusetts, between East Street on the north, Newell Street on the east, the East Branch of the Housatonic River on the south, and properties owned by other parties on the west, which parcels are portions of Tax Identification Parcel Nos. J10-1-3 and J10-1-1, as well as the entirety of Tax Identification Parcel No. J10-1-2 (collectively, the "GE Property");

WHEREAS, the City of Pittsfield (the "City") is the holder of certain recorded easements on portions of the GE Property for a stormwater drainage line which formerly ran in a southerly direction from East Street and was relocated several years ago and is no longer active;

WHEREAS, there is no easement of record for the stormwater drainage line as relocated;

WHEREAS, GE has agreed to grant a new easement to the City for the relocated stormwater drainage line upon the City terminating and releasing the recorded easements for the line which is no longer active.

NOW THEREFORE, the City Council of the City of Pittsfield, acting pursuant to all acts, statutes, laws, and ordinances or parts thereof and applicable thereto, does hereby vote, declare, specify and ORDER:

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 MAYOR AND CITY COUNCIL PRESIDENT TO TERMINATE CERTAIN STORMWATER DRAINAGE EASEMENTS IN FAVOR OF THE CITY LOCATED ON PROPERTY OF GENERAL ELECTRIC COMPANY ON EAST STREET IN PITTSFIELD, MASSACHUSETTS FOR A STORMWATER DRAINAGE LINE WHICH IS NO LONGER ACTIVE, AND TO AUTHORIZE THE MAYOR AND CITY COUNCIL PRESIDENT TO ACCEPT FROM GENERAL ELECTIC COMPANY A NEW EASEMENT LOCATED ON SAID PROPERTY FOR THE STORMWATER DRAINAGE LINE WHICH HAS BEEN RELOCATED.

(Page 2 of 2)

1. That the Honorable Linda M. Tyer, mayor of the City of Pittsfield, and City Council President Peter Marchetti, are hereby authorized to execute and deliver a termination of the easement for the now inactive stormwater drainage line on the GE Property and to accept from General Electric Company a new easement for the relocated stormwater drainage line, all as described herein.
2. That this order shall take effect upon enactment.

TERMINATION OF EASEMENTS

THE CITY OF PITTSFIELD (the "City"), a municipal corporation existing under the laws of the Commonwealth of Massachusetts, of Pittsfield, Berkshire County, Commonwealth of Massachusetts, is the owner and holder of the following two (2) easements on land now owned by General Electric Company ("GE") located on East Street in said Pittsfield: (a) a storm and surface drain easement granted to the City by the Pittsfield Coal Gas Company by instrument dated March 3, 1941, and recorded on August 25, 1942 in the Berkshire Middle District Registry of Deeds in Book 505, Page 260, and (b) a storm and surface drain easement granted to the City by Giovanni Tagliaferro and Tersilla Tagliaferro by instrument dated August 25, 1942 and recorded on August 25, 1942 in said Registry of Deeds in Book 506, Page 191. For consideration paid in the amount of One and 00/100ths Dollars (\$1.00), the City hereby terminates, extinguishes, discharges and releases to GE and to all other persons or entities claiming by, through or under GE and/or whose properties are burdened thereby, said easements and any and all rights acquired pursuant to said easements.

IN WITNESS WHEREOF, the CITY OF PITTSFIELD has caused this instrument to be executed, sealed with the City seal, acknowledged and delivered by LINDA M. TYER, Its Mayor, and PETER MARCHETTI, Its City Council President, this _____ day of _____, 201__.

CITY OF PITTSFIELD

By: _____
LINDA M. TYER
Its Mayor

By: _____
PETER MARCHETTI
Its City Council President

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

On this _____ day of _____, 201__, before me, the undersigned Notary Public, personally appeared LINDA M. TYER, Mayor of the City of Pittsfield, and PETER MARCHETTI, President of the City Council of the City of Pittsfield proved to me through satisfactory evidence of identification, which were _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Mayor and President of the City Council, respectively, of the City of Pittsfield.

Notary Public
My Commission Expires: _____

(Seal)

**STORMWATER DRAINAGE
EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____ 201__, by and between GENERAL ELECTRIC COMPANY, a New York corporation with a place of business at 159 Plastics Avenue, Pittsfield, MA 01201 ("GE"), and THE CITY OF PITTSFIELD, a Massachusetts municipality with a principal place of business at 70 Allen Street, Pittsfield, MA 01201 (the "City").

RECITALS

This Agreement is made with respect to the following facts and objectives:

A. GE is the current owner of certain parcels of land located in Pittsfield, Berkshire County, Massachusetts, between East Street on the north, Newell Street on the east, the East Branch of the Housatonic River on the south, and properties owned by other parties on the west, which parcels are portions of Tax Identification Parcel Nos. J10-1-3 and J10-1-1, as well as the entirety of Tax Identification Parcel No. J10-1-2 (collectively, the "Property"), pursuant to the following deeds and certificates of title:

- (1) Deed of Stanley G.I. Electric Manufacturing Company to General Electric Company ("GE"), dated June 18, 1908, and recorded in the Berkshire Middle District Registry of Deeds on June 30, 1908 in Book 337, Page 536;
- (2) Deed of Lyman J. Read to GE, dated May 16, 1913, and recorded in said Registry on the same date in Book 376, Page 20;
- (3) Deed of Sarah J. Smith to GE, dated March 21, 1918, and recorded in said Registry on March 25, 1918 in Book 393, Page 83;
- (4) Deed of Frederick G. Rice to GE, dated March 25, 1918, and recorded in said Registry on the same date in Book 393, Page 83;
- (5) Deed of Edmund M. Radke to GE, dated June 30, 1959, and recorded in said Registry on August 3, 1959 in Book 693, Page 504;
- (6) Deed of Ermenigilda DeGiorgis to GE, dated December 30, 1960, and recorded in said Registry on the same date in Book 716, Page 151;
- (7) Deed of The Berkshire Gas Company to GE, dated December 16, 1963, and recorded in said Registry on December 20, 1963 in Book 776, Page 97;
- (8) Deed of Charles J. Germano and Frank J. Germano to GE, dated October 31, 1969, and recorded in said Registry on the same date in Book 883, Page 11;

- (9) Deed of Charles J. Germano, Trustee under the Will of Ernesta Germano, to GE, dated October 31, 1969, and recorded in said Registry on the same date in Book 883, Page 13;
- (10) Deed of The Berkshire Gas Company to GE, dated December 26, 1972, and recorded in said Registry on December 28, 1972 in Book 932, Page 202;
- (11) Deed of Pierina Zuccaro to GE, dated May 24, 1974, and recorded in said Registry on May 29, 1974 in Book 950, Page 257;
- (12) Deed of Delphine N. Motor, Administrator of the Estate of Tarsilla C. Tagliaferro a/k/a Tersilla C. Tagliaferro, to GE, dated September 30, 1977, and recorded in said Registry on the same date in Book 995, Page 294;
- (13) Deed of City of Pittsfield to GE, dated January 9, 2013, and recorded in said Registry of Deeds on January 14, 2013 in Book 5119, Page 322;
- (14) Certificate of Title No. 1105, filed in Book 6, Page 417 of the Land Court Records of the Berkshire Middle District Registry of Deeds;
- (15) Certificate of Title No. 3699, filed in Book 17, Page 767 of said Land Court Records;
- (16) Certificate of Title No. 4198, filed in Book 19, Page 453 of said Land Court Records; and
- (17) Certificate of Title No. 4558, filed in Book 20, Page 605 of said Land Court Records.

B. The Property is shown a plan entitled "East Street Area 2-South, Plan of Property," dated January 14, 2013, prepared for GE by Hill Engineers, Architects, Planners, Dalton, Massachusetts, which plan was recorded in the Berkshire Middle District Registry of Deeds on March 27, 2013 in Plat L, No. 6.

C. The City and/or GE has previously installed a stormwater drainage line and related facilities in a portion of the Property, located in part in land recorded in the common records (or recorded land records) of the Berkshire Middle District Registry of Deeds and in part in land registered as Certificate of Title No. 3699, filed in Book 17, Page 767 of the Land Court Records of said Registry of Deeds.

D. GE has agreed to grant to the City an easement on the Property to operate and maintain said stormwater drainage line and related facilities, subject to the provisions of this Agreement.

NOW, THEREFORE, in consideration of the covenants contained in this Agreement, the parties hereby declare that the Property and all Owners (defined in Section 6.7.2) and occupants of the Property shall be and hereby are subject to the agreements, covenants, and conditions as set forth in this Agreement.

AGREEMENTS

- 1. Grant of Easement.** Subject to the provisions of this Agreement, GE grants to the City, its successors and assigns, and their Authorized Representatives (defined in Section 6.7.1), a permanent easement (including the right to enter upon the Property to effectuate the provisions and intent of this Agreement) in an area located on the

Property containing 9,078 square feet, and shown as "Proposed 10' Wide Drain Easement" (the "Easement Area") on a plan entitled "Easement Plan, East Street Area 2-South" (the "Easement Plan"), prepared for GE by Hill Engineers, Architects, Planners, Dalton, Massachusetts, dated _____, 201__ and recorded in the Berkshire Middle District Registry of Deeds on _____, 201__, in Plat __, No. __ (the "Easement Plan"), for the purpose of operating, maintaining, repairing, and replacing (when necessary) a stormwater drainage line and related facilities, together with the right to excavate and refill ditches and/or trenches in connection with maintenance, repair, and replacement of said stormwater drainage line and related facilities; provided that City shall conduct such work in compliance with all applicable environmental laws and regulations and shall repair, restore, and repave the surface of the portion of the Property so affected to substantially the same condition as existed prior to such excavation; and provided further that in the event that the City needs to remove trees, bushes, and/or undergrowth that would interfere with the location, function, and/or maintenance of the stormwater drainage line, the Owner of the Property will cooperate with the City with respect to such removal. The easement granted pursuant to this Section 1 is referred to as the "City Easement."

- 2. Reasonable Use of Easement.** In exercising its rights under this Agreement, the City shall utilize commercially reasonable efforts to minimize any interference with the operations being conducted by the Owner at the Property, and the City shall notify the Owner of the Property of any proposed maintenance, repair, replacement, or other construction activities at the Easement Area (including the proposed schedule for such activities) at least three (3) business days prior to commencing such activities; provided, however, that the City shall have access to the Property at all times and without notice in the event that an emergency repair is required. In performing all such maintenance, repair, or replacement activities, the City shall fully comply with any and all instructions, directives, policies, procedures and/or protocols, written or oral, given and/or established by the Owner of the Property. Except for any temporary and partial interference which cannot be reasonably avoided, the City shall perform all such activities in a manner which minimizes the interference with the Owner's use and enjoyment of the Property. Once any such activities have commenced, the City shall diligently prosecute the same to completion, subject to acts of God and other events beyond its reasonable control.
- 3. Non-Exclusive Easement.** The City Easement is a non-exclusive easement, and nothing contained herein shall be deemed to limit the rights of the Owner itself to connect to and use all or any part of the stormwater drainage line, and related facilities, or to grant other easements, rights, privileges and licenses on, across, over or under the Easement Area, so long as such other easements, rights, privileges or licenses do not interfere with or adversely affect the use and enjoyment of the City Easement, and subject to the provisions of Section 4.2 of this Agreement. The Owner of the Property expressly reserves the right, without obtaining the consent of the City, to install driveways, sidewalks, paving, parking lots, curbing, lighting, irrigation systems, trees and other landscaping and improvements on all or any portion of the Easement Area, and to make any changes thereto at any time, so long as such other improvements and/or changes do not materially interfere with or adversely affect the

use and enjoyment of the City Easement. The Owner also specifically reserves the right to operate, maintain, repair, replace and relocate a certain above-ground groundwater transfer pipeline which crosses the Easement Area as shown on the Easement Plan.

4. Environmental Matters.

4.1. Consent Decree. The Property is subject to a Consent Decree that GE executed with the United States, the Commonwealth of Massachusetts, and other parties, which was entered by the United States District Court for the District of Massachusetts on October 27, 2000, in *United States et al v. General Electric Company* (Civil Action No. 99-30225-MAP *et seq.*) (the “Consent Decree”), requiring GE, among other things, to perform environmental investigations and remediation actions at the GE Pittsfield facility and other areas.

4.2. Grant of Environmental Restriction and Easement. Pursuant to the Consent Decree, GE has executed a Grant of Environmental Restriction and Easement (“ERE”) on the Property, dated January 17, 2013, which ERE was recorded in the Berkshire Middle District Registry of Deeds on March 27, 2013, in Book 5161, Page 241, and registered in the Land Court Records of said Registry of Deeds on March 27, 2013, as Document No. 38271, noted on Certificate of Title No. 1105 in Book 6, Page 417, Certificate of Title No. 3699 in Book 17, Page 767, Certificate of Title No. 4198 in Book 19, Page 453, and Certificate of Title No. 4558 in Book 20, Page 605, respectively. That ERE contains restrictions on certain future activities and uses, including excavations, at the Property. This Agreement and all activities conducted by the City pursuant thereto on, across, over, or under the Easement Area shall be subject to that ERE and to the rights, covenants, restrictions and easements created by and under that ERE insofar as they affect the City Easement.

5. Remedies and Enforcement.

5.1. All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by either party of any of the terms, covenants, agreements, and conditions of this Agreement, the other party shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach.

5.2. Remedies Cumulative. The remedies specified in Section 5.1 shall be cumulative and in addition to all other remedies permitted at law or in equity.

5.3. No Termination for Breach. Notwithstanding the provisions of this Section 5 to the contrary, no breach of this Agreement shall entitle a party to cancel, rescind, or otherwise terminate this Agreement.

6. Miscellaneous.

- 6.1. No Waiver.** No waiver of any default of any obligation by any party bound hereunder shall be implied from any omission by the other party with rights hereunder to take any action with respect to such default.
- 6.2. Covenants to Run With Land.** It is intended that, subject to the provisions of Section 4.2, the City Easement and the rights and obligations set forth in this Agreement shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person and entity having any fee, leasehold, or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
- 6.3. Acceptance by Subsequent Owner.** Any subsequent Owner of the Property or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original Owner or from a later Owner of such property, shall accept such deed or contract upon and subject to the City Easement and this Agreement. By such acceptance, any such subsequent Owner shall, for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to observe, comply with, and perform the obligations and agreements set forth in this Agreement.
- 6.4. Severability.** Each provision of this Agreement and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision of this Agreement shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.
- 6.5. Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understanding are superseded hereby.
- 6.6. Notices.** Notices or other communications in connection with this Agreement shall be in writing and shall be sent certified mail, return receipt requested, or by other national or regional same day or overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party will designate the individuals(s) to whom such notices shall be sent and provide their addresses to the other parties, and may change from time to time the recipients for notice hereunder and their addresses by like notice to the other party.

6.7. Definitions.

6.7.1. The term “Authorized Representatives” refers to the directors, officers, officials, employees, agents, and contractors of either party acting within the scope of their authority.

6.7.2. The term “Owner” or “Owners” shall mean GE or, to the extent GE no longer holds title, the party or parties that, at the relevant time, hold(s) fee simple title to all or any portion of the Property that contains any portion of the Easement Area, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on the Property.

6.8. Further Assurances. Whenever reasonably requested by a party hereto, the other party will promptly execute and deliver or cause to be executed and delivered all such further instruments, documents or assurances, and promptly do or cause to be done all such other further things as may be reasonably necessary and/or required in order to provide each party with the intended benefits of this Agreement.

6.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

6.10. Governing Law. The laws of the Commonwealth of Massachusetts shall govern the interpretation, validity, performance, and enforcement of this Agreement.

EXECUTED on the day and year first written above.

GENERAL ELECTRIC COMPANY

By: _____
Roderic J. McLaren
Executive Counsel – Environmental Remediation

THE CITY OF PITTSFIELD

By: _____
Linda M. Tyer
Mayor

Peter Marchetti
City Council President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BERKSHIRE, SS.

On this _____ day of _____, 201__, before me, the undersigned notary public, personally appeared Roderic McLaren, as Executive Counsel – Environmental Remediation, of General Electric Company, a corporation, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public: _____

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BERKSHIRE, SS.

On this ____ day of _____, 201__, before me, the undersigned notary public, personally appeared Linda M. Tyer, Mayor of the City of Pittsfield, and Peter Marchetti, President of the City Council of the City of Pittsfield, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as Mayor and President of the City Council, respectively, of the City of Pittsfield.

Notary Public: _____

My Commission Expires: _____

**STORMWATER DRAINAGE
EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of _____ 201__, by and between GENERAL ELECTRIC COMPANY, a New York corporation with a place of business at 159 Plastics Avenue, Pittsfield, MA 01201 ("GE"), and THE CITY OF PITTSFIELD, a Massachusetts municipality with a principal place of business at 70 Allen Street, Pittsfield, MA 01201 (the "City").

RECITALS

This Agreement is made with respect to the following facts and objectives:

A. GE is the current owner of certain parcels of land located in Pittsfield, Berkshire County, Massachusetts, between East Street on the north, Newell Street on the east, the East Branch of the Housatonic River on the south, and properties owned by other parties on the west, which parcels are portions of Tax Identification Parcel Nos. J10-1-3 and J10-1-1, as well as the entirety of Tax Identification Parcel No. J10-1-2 (collectively, the "Property"), pursuant to the following deeds and certificates of title:

- (1) Deed of Stanley G.I. Electric Manufacturing Company to General Electric Company ("GE"), dated June 18, 1908, and recorded in the Berkshire Middle District Registry of Deeds on June 30, 1908 in Book 337, Page 536;
- (2) Deed of Lyman J. Read to GE, dated May 16, 1913, and recorded in said Registry on the same date in Book 376, Page 20;
- (3) Deed of Sarah J. Smith to GE, dated March 21, 1918, and recorded in said Registry on March 25, 1918 in Book 393, Page 83;
- (4) Deed of Frederick G. Rice to GE, dated March 25, 1918, and recorded in said Registry on the same date in Book 393, Page 83;
- (5) Deed of Edmund M. Radke to GE, dated June 30, 1959, and recorded in said Registry on August 3, 1959 in Book 693, Page 504;
- (6) Deed of Ermenigilda DeGiorgis to GE, dated December 30, 1960, and recorded in said Registry on the same date in Book 716, Page 151;
- (7) Deed of The Berkshire Gas Company to GE, dated December 16, 1963, and recorded in said Registry on December 20, 1963 in Book 776, Page 97;
- (8) Deed of Charles J. Germano and Frank J. Germano to GE, dated October 31, 1969, and recorded in said Registry on the same date in Book 883, Page 11;

- (9) Deed of Charles J. Germano, Trustee under the Will of Ernesta Germano, to GE, dated October 31, 1969, and recorded in said Registry on the same date in Book 883, Page 13;
- (10) Deed of The Berkshire Gas Company to GE, dated December 26, 1972, and recorded in said Registry on December 28, 1972 in Book 932, Page 202;
- (11) Deed of Pierina Zuccaro to GE, dated May 24, 1974, and recorded in said Registry on May 29, 1974 in Book 950, Page 257;
- (12) Deed of Delphine N. Motor, Administrator of the Estate of Tarsilla C. Tagliaferro a/k/a Tersilla C. Tagliaferro, to GE, dated September 30, 1977, and recorded in said Registry on the same date in Book 995, Page 294;
- (13) Deed of City of Pittsfield to GE, dated January 9, 2013, and recorded in said Registry of Deeds on January 14, 2013 in Book 5119, Page 322;
- (14) Certificate of Title No. 1105, filed in Book 6, Page 417 of the Land Court Records of the Berkshire Middle District Registry of Deeds;
- (15) Certificate of Title No. 3699, filed in Book 17, Page 767 of said Land Court Records;
- (16) Certificate of Title No. 4198, filed in Book 19, Page 453 of said Land Court Records; and
- (17) Certificate of Title No. 4558, filed in Book 20, Page 605 of said Land Court Records.

B. The Property is shown a plan entitled "East Street Area 2-South, Plan of Property," dated January 14, 2013, prepared for GE by Hill Engineers, Architects, Planners, Dalton, Massachusetts, which plan was recorded in the Berkshire Middle District Registry of Deeds on March 27, 2013 in Plat L, No. 6.

C. The City and/or GE has previously installed a stormwater drainage line and related facilities in a portion of the Property, located in part in land recorded in the common records (or recorded land records) of the Berkshire Middle District Registry of Deeds and in part in land registered as Certificate of Title No. 3699, filed in Book 17, Page 767 of the Land Court Records of said Registry of Deeds.

D. GE has agreed to grant to the City an easement on the Property to operate and maintain said stormwater drainage line and related facilities, subject to the provisions of this Agreement.

NOW, THEREFORE, in consideration of the covenants contained in this Agreement, the parties hereby declare that the Property and all Owners (defined in Section 6.7.2) and occupants of the Property shall be and hereby are subject to the agreements, covenants, and conditions as set forth in this Agreement.

AGREEMENTS

- 1. Grant of Easement.** Subject to the provisions of this Agreement, GE grants to the City, its successors and assigns, and their Authorized Representatives (defined in Section 6.7.1), a permanent easement (including the right to enter upon the Property to effectuate the provisions and intent of this Agreement) in an area located on the

Property containing 9,078 square feet, and shown as "Proposed 10' Wide Drain Easement" (the "Easement Area") on a plan entitled "Easement Plan, East Street Area 2-South" (the "Easement Plan"), prepared for GE by Hill Engineers, Architects, Planners, Dalton, Massachusetts, dated _____, 201__ and recorded in the Berkshire Middle District Registry of Deeds on _____, 201__, in Plat __, No. __ (the "Easement Plan"), for the purpose of operating, maintaining, repairing, and replacing (when necessary) a stormwater drainage line and related facilities, together with the right to excavate and refill ditches and/or trenches in connection with maintenance, repair, and replacement of said stormwater drainage line and related facilities; provided that City shall conduct such work in compliance with all applicable environmental laws and regulations and shall repair, restore, and repave the surface of the portion of the Property so affected to substantially the same condition as existed prior to such excavation; and provided further that in the event that the City needs to remove trees, bushes, and/or undergrowth that would interfere with the location, function, and/or maintenance of the stormwater drainage line, the Owner of the Property will cooperate with the City with respect to such removal. The easement granted pursuant to this Section 1 is referred to as the "City Easement."

- 2. Reasonable Use of Easement.** In exercising its rights under this Agreement, the City shall utilize commercially reasonable efforts to minimize any interference with the operations being conducted by the Owner at the Property, and the City shall notify the Owner of the Property of any proposed maintenance, repair, replacement, or other construction activities at the Easement Area (including the proposed schedule for such activities) at least three (3) business days prior to commencing such activities; provided, however, that the City shall have access to the Property at all times and without notice in the event that an emergency repair is required. In performing all such maintenance, repair, or replacement activities, the City shall fully comply with any and all instructions, directives, policies, procedures and/or protocols, written or oral, given and/or established by the Owner of the Property. Except for any temporary and partial interference which cannot be reasonably avoided, the City shall perform all such activities in a manner which minimizes the interference with the Owner's use and enjoyment of the Property. Once any such activities have commenced, the City shall diligently prosecute the same to completion, subject to acts of God and other events beyond its reasonable control.
- 3. Non-Exclusive Easement.** The City Easement is a non-exclusive easement, and nothing contained herein shall be deemed to limit the rights of the Owner itself to connect to and use all or any part of the stormwater drainage line, and related facilities, or to grant other easements, rights, privileges and licenses on, across, over or under the Easement Area, so long as such other easements, rights, privileges or licenses do not interfere with or adversely affect the use and enjoyment of the City Easement, and subject to the provisions of Section 4.2 of this Agreement. The Owner of the Property expressly reserves the right, without obtaining the consent of the City, to install driveways, sidewalks, paving, parking lots, curbing, lighting, irrigation systems, trees and other landscaping and improvements on all or any portion of the Easement Area, and to make any changes thereto at any time, so long as such other improvements and/or changes do not materially interfere with or adversely affect the

use and enjoyment of the City Easement. The Owner also specifically reserves the right to operate, maintain, repair, replace and relocate a certain above-ground groundwater transfer pipeline which crosses the Easement Area as shown on the Easement Plan.

4. Environmental Matters.

4.1. Consent Decree. The Property is subject to a Consent Decree that GE executed with the United States, the Commonwealth of Massachusetts, and other parties, which was entered by the United States District Court for the District of Massachusetts on October 27, 2000, in *United States et al v. General Electric Company* (Civil Action No. 99-30225-MAP *et seq.*) (the “Consent Decree”), requiring GE, among other things, to perform environmental investigations and remediation actions at the GE Pittsfield facility and other areas.

4.2. Grant of Environmental Restriction and Easement. Pursuant to the Consent Decree, GE has executed a Grant of Environmental Restriction and Easement (“ERE”) on the Property, dated January 17, 2013, which ERE was recorded in the Berkshire Middle District Registry of Deeds on March 27, 2013, in Book 5161, Page 241, and registered in the Land Court Records of said Registry of Deeds on March 27, 2013, as Document No. 38271, noted on Certificate of Title No. 1105 in Book 6, Page 417, Certificate of Title No. 3699 in Book 17, Page 767, Certificate of Title No. 4198 in Book 19, Page 453, and Certificate of Title No. 4558 in Book 20, Page 605, respectively. That ERE contains restrictions on certain future activities and uses, including excavations, at the Property. This Agreement and all activities conducted by the City pursuant thereto on, across, over, or under the Easement Area shall be subject to that ERE and to the rights, covenants, restrictions and easements created by and under that ERE insofar as they affect the City Easement.

5. Remedies and Enforcement.

5.1. All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by either party of any of the terms, covenants, agreements, and conditions of this Agreement, the other party shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach.

5.2. Remedies Cumulative. The remedies specified in Section 5.1 shall be cumulative and in addition to all other remedies permitted at law or in equity.

5.3. No Termination for Breach. Notwithstanding the provisions of this Section 5 to the contrary, no breach of this Agreement shall entitle a party to cancel, rescind, or otherwise terminate this Agreement.

6. Miscellaneous.

- 6.1. No Waiver.** No waiver of any default of any obligation by any party bound hereunder shall be implied from any omission by the other party with rights hereunder to take any action with respect to such default.
- 6.2. Covenants to Run With Land.** It is intended that, subject to the provisions of Section 4.2, the City Easement and the rights and obligations set forth in this Agreement shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person and entity having any fee, leasehold, or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
- 6.3. Acceptance by Subsequent Owner.** Any subsequent Owner of the Property or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original Owner or from a later Owner of such property, shall accept such deed or contract upon and subject to the City Easement and this Agreement. By such acceptance, any such subsequent Owner shall, for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to observe, comply with, and perform the obligations and agreements set forth in this Agreement.
- 6.4. Severability.** Each provision of this Agreement and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision of this Agreement shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.
- 6.5. Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understanding are superseded hereby.
- 6.6. Notices.** Notices or other communications in connection with this Agreement shall be in writing and shall be sent certified mail, return receipt requested, or by other national or regional same day or overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party will designate the individuals(s) to whom such notices shall be sent and provide their addresses to the other parties, and may change from time to time the recipients for notice hereunder and their addresses by like notice to the other party.

6.7. Definitions.

6.7.1. The term “Authorized Representatives” refers to the directors, officers, officials, employees, agents, and contractors of either party acting within the scope of their authority.

6.7.2. The term “Owner” or “Owners” shall mean GE or, to the extent GE no longer holds title, the party or parties that, at the relevant time, hold(s) fee simple title to all or any portion of the Property that contains any portion of the Easement Area, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on the Property.

6.8. Further Assurances. Whenever reasonably requested by a party hereto, the other party will promptly execute and deliver or cause to be executed and delivered all such further instruments, documents or assurances, and promptly do or cause to be done all such other further things as may be reasonably necessary and/or required in order to provide each party with the intended benefits of this Agreement.

6.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

6.10. Governing Law. The laws of the Commonwealth of Massachusetts shall govern the interpretation, validity, performance, and enforcement of this Agreement.

EXECUTED on the day and year first written above.

GENERAL ELECTRIC COMPANY

By: _____
Roderic J. McLaren
Executive Counsel – Environmental Remediation

THE CITY OF PITTSFIELD

By: _____
Linda M. Tyer
Mayor

Peter Marchetti
City Council President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BERKSHIRE, SS.

On this ____ day of _____, 201__, before me, the undersigned notary public, personally appeared Roderic McLaren, as Executive Counsel – Environmental Remediation, of General Electric Company, a corporation, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public: _____

My Commission Expires: _____

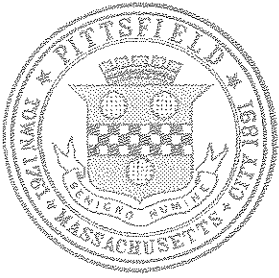
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BERKSHIRE, SS.

On this ____ day of _____, 201__, before me, the undersigned notary public, personally appeared Linda M. Tyer, Mayor of the City of Pittsfield, and Peter Marchetti, President of the City Council of the City of Pittsfield, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as Mayor and President of the City Council, respectively, of the City of Pittsfield.

Notary Public: _____

My Commission Expires: _____



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

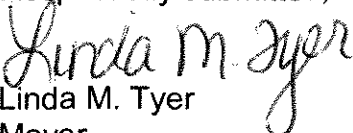
August 4, 2016

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 approve a Tax Agreement for Personal Property with Syncarpha Hancock III, LLC.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB
Enclosure

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

**AUTHORIZING THE CITY OF PITTSFIELD TO APPROVE A
TAX AGREEMENT FOR PERSONAL PROPERTY WITH
SYNCARPHA HANCOCK III, LLC**

Ordered:

That the City of Pittsfield, acting by and through its Mayor and City Council, hereby authorizes the City to approve a Tax Agreement for Personal Property with, Syncarpha Hancock III, LLC. A copy of the agreement is attached hereto.

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

TAX AGREEMENT
FOR PERSONAL PROPERTY

Between

CITY OF PITTSFIELD, MASSACHUSETTS.

And

Syncarpha Hancock III, LLC

Dated June **[Insert date]**, 2016

TAX AGREEMENT FOR PERSONAL PROPERTY

THIS AGREEMENT FOR PAYMENT FOR PERSONAL PROPERTY TAXES (this "Agreement") is made and entered into as of date above by and between Syncarpha Hancock III, LLC and/or its assigns, a Delaware limited liability company (the "Developer"), and the City of Pittsfield, a Massachusetts municipal corporation (the "City"). The Developer and the City are referred to collectively as "Parties" and individually as "Party."

WHEREAS, the Developer plans to build and operate a ground-mounted solar photovoltaic facility with an expected nameplate capacity of approximately 1.4 megawatts ("MW") (in direct current, or "DC") (referred to hereinafter as the "Capacity") (the "Project") on approximately 5.6 acres of land, located at approximately 42 Central Berkshire Boulevard, Pittsfield, Massachusetts 01201 and currently owned by the Hancock Shaker Village, Inc (the "Owner"), the parcel is described in a deed recorded with the Middle Berkshire Registry of Deeds in Book 853, Page 3 (together, the "Property"), and shown more particularly in **Exhibit A**, attached hereto and incorporated herein;

WHEREAS, Developer anticipates having situated the personal property necessary to build the Project on the Property on or before December 31, 2016, or the date on which it anticipates receiving from Western Massachusetts Electric Company (WMECO) the authority to interconnect the Project to WMECO's local distribution system (the "Interconnection Permit");

WHEREAS, the Developer represents that it is a "generation company" or "wholesale generation company" as those terms are used and defined in G.L. c. 59 §38H (b) and the City relies on this representation in entering into this Agreement;

WHEREAS, it is the intention of the Parties that the Developer make four quarterly payments annually to the City for the term of this Agreement for personal property taxes for the Project, in accordance with G.L. c.59, §38H and the applicable Massachusetts Department of Revenue regulations adopted in connection therewith;

WHEREAS, because both the Developer and the City desire an accurate projection of their respective expenses and revenues with respect to the personal property of the Project that is taxable under law, the Parties believe that it is in their mutual best interests to enter into this Agreement fixing the payments that will be made with respect to all taxable personal property incorporated within the Project for the full term of this Agreement;

WHEREAS, the Parties intend that, during the term of the Agreement and while the Developer is making payments hereunder, the Developer will not be assessed for any statutory personal property taxes to which the Project would otherwise have been subject under G.L. c. 59, and that this Agreement will provide the exclusive means for payments for such personal property taxes that the Developer will be obligated to make to the City with respect to the Project during the term hereof, provided, however, that the Parties do not intend for this Agreement to govern the payment of real estate taxes assessed in the ordinary course by the City on the Property, taxes for personal property other than the Project, taxes payable by the Owner, or to affect any payments due for services provided by the City to the Project or the Property, if any, including but not limited to, water and sewer services, and similar payment obligations not in the nature of personal property taxes or substitutes for such taxes that Developer is otherwise obligated to pay the City;

WHEREAS, the City is authorized to enter into this Agreement with Developer by reason of having determined that payments for personal property taxes over the life of the Agreement are expected to approximate the personal property tax payments that would otherwise be determined under G.L. c. 59 based upon the full and fair cash valuation of the Project; and

WHEREAS, the Parties have reached this Agreement after good faith negotiations.

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

1. Payment for Personal Property Taxes. The Developer agrees to make payments to the City for personal property taxes attributable to the Project for a period of twenty (20) consecutive years, commencing on the later to occur of (a) [**November 1, 2016**] and (b) the date on which the Developer receives the Interconnection Permit, but in no event later than [**December 31, 2016**], and terminating on [**October 31, 2036**], in the annual amounts shown in **Exhibit C** (subject to adjustments as set forth herein, including without limitation, in Paragraph 4, the "Annual Payments"). Annual Payments for any partial quarter shall be prorated.

Each Annual Payment will be paid to the City in four (4) equal quarterly installments on or before August 1, November 1, February 1 and May 1 of each fiscal year during the term of this Agreement, with each fiscal year running from July 1-June 30, and the annual payment amount and payment date will be stated on a quarterly bill issued by the City to the Developer, provided that any failure of the City to issue such bill shall not relieve Developer of its obligation to make timely payments by the dates set forth above.

Developer shall provide the City with a copy of the Interconnection Permit from WMECO. Notwithstanding the foregoing, the Parties hereby acknowledge and agree that the Annual Payments set forth in **Exhibit C** are based on an estimate of the value of the Project as of this the date of this Agreement, and that the parties shall adjust the Annual Payments as set forth in Paragraphs 3 and 4.

Except as set forth herein, the Parties agree that the payments to be made under this Agreement

will not be reduced on account of a depreciation factor or reduction in the City's tax rate, nor increased on account of an appreciation factor or increase in the City's tax rate, or legislative action fixing or otherwise setting taxes or payments in lieu thereof for photovoltaic solar facilities, and the City agrees that the Annual Payments will not be increased on account of an inflation factor, revaluation or increase in the City's tax rate or assessment percentage beyond that anticipated by the Parties as set forth in Paragraphs 3 and 4.

The Parties may, by mutual agreement executed no later than thirty (30) days prior to the expiration of the term of this Agreement, extend the term of this Agreement for a period of five (5) years (any extension to be approved by the body signing this Agreement on behalf of the City, and made pursuant to authorization of the Pittsfield City Meeting as may be applicable). The Annual Payments to be made during this five (5)-year extension year shall be as agreed upon by the Parties.

2. Improvements or Additions, Retirements. To the extent that Developer, at its sole option, makes any capital improvements to the Project, adds additional personal property, or replaces any existing improvements, equipment or personal property on or after the date on which the installation of the Project has been completed (the "Completion Date"), and such improvement, addition, and/or replacement adds value to the Project (any of the foregoing, a "Value Added Property"), the remaining Annual Payments shall be increased in accordance with Paragraphs 3 and 4. Furthermore, to the extent that the Developer retires or removes any capital improvements from the Project on or after the Completion Date, then the remaining Annual Payments shall be decreased as described in Paragraph 3.

Notwithstanding the foregoing, consistent with applicable Massachusetts Department of Revenue regulations, only the addition of equipment or more efficient equipment that allows for more electrical production on or after the Completion Date or that adds value to the Project (not including any equipment that is exempted from local property taxes by law) will lead to an increase in the Annual Payments due under this Agreement. No additional payment for property taxes will be due or required for (i) replacement of personal property or equipment or machinery that is non-functional, obsolete or is replaced solely due to wear and tear or casualty or as part of scheduled or unscheduled maintenance, provided that such replacement does not add to the value of the Project or (i) Pollution control or other equipment that is exempted from taxation by the provisions of General Laws Chapter 59, section 5 (44) or other applicable laws or regulations in effect from time to time. The Developer shall provide the City written notice of any addition of such personal property or equipment or more efficient equipment that allows for more electrical production or that adds value to the Project within thirty (30) calendar days of such personal property being situated at the Property.

3. Calculation of Adjustment. Except as otherwise provided in Paragraph 2, to the extent that on or after the Completion Date, Value Added Property is added, under applicable Massachusetts Department of Revenue regulations, the remaining Annual Payments under this agreement will be increased by the additional estimated annual electricity production of the Project caused by the improvement at a rate of \$8.49 per MWh of electricity produced per year.

Similarly, if the Developer retires or removes property from the Project, the remaining Annual Payments will be decreased by the reduction in the estimated annual electricity production of the Project caused by the retirement or removal at a rate of \$8.49 per MWh of reduction in electricity produced per year. Subject to Paragraph 2, if new property or equipment added to the Facility replaces existing property or equipment, then the depreciated original cost (net book value) of the existing property or equipment will be deducted from the actual value of the new property or equipment for purposes of the PILOT adjustment.

In addition to any other increases to Annual Payments under this Agreement, and notwithstanding the foregoing provisions a monetary threshold for adjustments, if at any time during the term of this Agreement the nameplate capacity of the Project for any reason exceeds 1.0 MW (AC), the Annual Payments shall be increased at a rate agreed upon per KW (AC) of increased capacity.

4. Reports, Inspections, Review of Documents. Attached to this Agreement as **Exhibit B** is a preliminary, itemized inventory prepared by the Developer of the equipment and personal property ("personal property") that is anticipated to be incorporated into, and thus to constitute, the Project, together with fair market values for each item of personal property, along with the estimated annual amount of electricity, in kilowatt-hours, to be generated by the Project. The Parties understand and agree that the Annual Payments were determined using and relying upon the preliminary inventory. The Developer shall promptly inform the City in writing of the Completion Date within thirty (30) days from the Completion Date, the Developer shall certify the nameplate capacity of the Project (expressed in MWs AC) and provide the City with a comprehensive inventory of all personal property incorporated into the Project, such inventory to include, but not be limited to, the categories of items in **Exhibit B**. Failure to provide such updated inventory shall constitute a material breach of this Agreement. Subject to the City's confirmation of the inventory's contents, the Parties shall, within forty-five (45) days of the City's receipt of the inventory, agree on a mutually acceptable inventory of personal property incorporated into the Project as of the Completion Date (the "Inventory"). The Inventory will itemize and indicate all personal property subject to statutory taxation and all personal property attributable to the Project and for which the Developer will make payments for taxes pursuant to this Agreement. The general categories for the Inventory are listed in **Exhibit B**. The Developer represents and warrants that the categories include all personal property to be included in the Project and all costs for taxable items that will be incurred by the Developer in completing the Project. In the event that: (a) the Parties fail to agree on a mutually acceptable Inventory, or (b) the Developer fails to provide timely notice to the City of the Completion Date, the City may, at its sole election, terminate this Agreement, determine the Inventory, or use the preliminary inventory attached hereto as **Exhibit B** and assess taxes for such portions of the Project that are not included in such preliminary inventory, as determined in the City's sole discretion.

On or before March 1 of each year, Developer shall provide an updated current Inventory, conspicuously and separately identifying any Value Added Property installed during the prior year as "new", and a report of the Project's monthly actual operating output for the prior year (the "Annual Inventory Update"). If the Developer fails to timely supply the Annual Inventory Update, and such default is not cured within thirty (30) days from written notice from the City therefor, the City shall have the right to terminate this Agreement.

If the Parties are unable to agree to adjustments to Annual Payments in the manner set forth in Paragraph 3 within sixty (60) days of the City's receipt of an Annual Inventory Update, then the City shall, at its sole election, either assess taxes on the Value Added Property as if this Agreement did not exist, or terminate this Agreement without penalty upon ten (10) days written notice to the Developer.

The Developer shall promptly provide such information as may be reasonably requested in writing by the City from time to time to determine and verify the existence, condition, cost and valuation of any and all personal property associated with the Project, along with any addition, replacement, improvements and upgrades thereto, and any increases in nameplate capacity of the Project.

The City, its officers, employees, consultants and attorneys will have the right to periodically

inspect the Project in connection with the preparation and confirmation of the Inventory and any Value Added Property, and the Developer will grant such access to the Project and Property as is required therefore, provided that the City provides the Developer with at least at least ten (10) days written notice from the City Assessors' Office and complies with all of the Developer's safety requirements. The City shall also have the right to review and audit those documents that relate to the inventoried property for the purpose of verifying that Developer has accurately updated the Inventory.

In addition, the Developer shall, upon signing this Agreement or, if it has not yet been filed with WMECO, promptly after it is so filed, provide to the City a copy of Developer's interconnection approval application filed with WMECO, and a copy of Developer's Interconnection Permit promptly after it has been signed, including any future amendments to such application or agreement.

5. Payment Collection. All rights and remedies available to the City for the collection of taxes shall apply to the Annual Payments hereunder, including, but not limited to, the rights and remedies provided in G.L. c. 59 and G.L. c. 60, and all such rights and remedies are hereby reserved, notwithstanding anything to the contrary herein. Moreover, the provisions of the General Laws, including, but not limited to, G.L. c. 60 and G.L. c. 59, will govern the establishment of liens and the collection of payments under this Agreement as though they were real property taxes due and payable to the City. Developer shall pay interest on late payments at the rate of fourteen percent (14%) per annum as set forth in G.L. c. 59, § 57, for late payments of taxes or assessments. In addition to, and not in limitation and not as a waiver of, any other rights and remedies available to the City, in the event the Developer fails to make any payments required under this Agreement, and/or to the extent the City and the Developer are unable to agree to any increases to Annual Payments for Value Added Property set forth in Paragraphs 3 and 4, the City may, at its sole election, terminate this Agreement or assess taxes for that portion of the Project to which such payments or increases are deemed to relate, as determined by the City's Board of Assessors. If and to the extent necessary for assessment of such taxes, such portions of the Project shall be deemed to be property unintentionally omitted from annual assessment under G.L. c. 59, § 75.

6. Tax Status. Except as otherwise provided in this Agreement, the City will not assess Developer for any statutory personal property taxes with respect to the Project to which Developer might otherwise be subject under Massachusetts law, and the City agrees that this Agreement will exclusively govern the payments of all personal property taxes that the Developer will be obligated to make to the City during the term of this Agreement with respect to the Project under Massachusetts law, provided, however, that this Agreement is not intended to affect and will not preclude other assessments of general applicability by the City, including excise taxes on vehicles due pursuant to G.L. c. 60A and charges for services provided by the City to the Project, including but not limited to, water and sewer services. Notwithstanding anything to the contrary in this Agreement, this Agreement does not affect or limit in any way the assessment and collection of taxes for personal property not included in the Inventory, as the same may be updated in accordance with this Agreement, and real property taxes on the Property.

7. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party shall be deemed given one day after deposit with a nationally recognized overnight delivery service or two days after sent by certified mail, return receipt requested, to the addresses given below.

To: Syncarpha Hancock, LLC

Attn: Cliff Chapman
Syncarpha Hancock, LLC
c/o Syncarpha Management, LLC

250 West 57th Street, Suite 701
New York, NY 10107

To: City of Pittsfield
City Hall, 70 Allen Street
Pittsfield, MA 01201
Attention: Board of Assessors

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Parties. Written notice given by counsel to a Party shall be effective as notice from such Party.

8. Successors and Assigns. This Agreement shall not be assigned without the express written consent of the City, which shall not be unreasonably withheld, except that Developer may (i) collaterally assign the Agreement to an entity providing financing for construction, operation or maintenance of the Project with advance written notice to the City, provided that Developer shall not be relieved of its obligations hereunder; or (ii) with advance written notice to the City, assign the Agreement to an entity no less creditworthy than Developer to whom Developer has sold or transferred all its interests in the Project, provided that, upon an assignment under clause (ii), Developer shall be deemed as having represented and warranted to the City that the assignee has the financial ability to comply with all obligations of Developer hereunder. This Agreement will be binding upon the successors and assigns of Developer, and the obligations created hereunder will run with the Project. In the event that Developer sells, transfers, leases or assigns the Property or all or substantially all of its interest in the Project, this Agreement will thereafter be binding on the purchaser, transferee or assignee. A Notice of this Agreement will be recorded in the applicable Registry of Deeds forthwith upon execution.

9. Applicable Law. This Agreement is made and interpreted in accordance with the laws and regulations of Massachusetts. The Developer and the City each consent to the jurisdiction of the Massachusetts courts and applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including the interpretation or enforcement of this Agreement, without regard to any rules concerning conflicts of laws or venue. Any and all actions related to this Agreement shall be brought in the courts of the Commonwealth of Massachusetts. Developer agrees to accept service of legal process by certified mail at the address listed in the Notices section above.

10. Change of Law. The parties recognize that at the time of signing of this Agreement there is uncertainty in the law regarding the level and applicability of property taxes with respect to renewable energy generating facilities. The Parties agree that if the Massachusetts legislature subsequently enacts a law establishing a fixed level of payments to be made in lieu of property taxes that would apply to the Developer and the Project in the absence of this Agreement, then the new law shall not supersede this Agreement unless required by law. If, for any reason, including a change in applicable law not referenced herein, a personal property tax is imposed on the Project or the Property as a result of the Project, in addition to the payments in lieu of taxes due under this Agreement, the payments in lieu of taxes due under this Agreement shall be decreased on an annual basis by the amount of the personal property taxes actually paid to the City for each year.

11. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the personal property of the Project, to the extent that such value is determinable as of the date of this Agreement, in accordance with G.L. c. 59, sec. 38H as in effect on the date of the Agreement. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in the electric utility industry in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments for personal property taxes for the Project that are appropriate and serve the Parties' respective interests. The City acknowledges that this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments for personal property taxes to the City.

Developer acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate and reasonable payments for personal property taxes for the Project.

12. Good Faith. The City and the Developer shall act in good faith to carry out and implement this Agreement and to resolve any disputes between them arising under this Agreement.

13. Force Majeure. The Developer and City both recognize that there is the possibility during the term of this Agreement that all or a portion of the Property or Project may be damaged or destroyed or otherwise rendered unusable due to events beyond the control of either Party. These events are referred to as "Force Majeure." As used herein, Force Majeure includes, without limitation: (i) acts of God including floods, winds, storms, earthquake, fire or other natural calamity, (ii) acts of War or other civil insurrection or terrorism, or (iii) a taking by eminent domain by any governmental entity of all or a portion of the Property or the Project.

If a Force Majeure event occurs during the term of this Agreement with respect to any portion of the Property or Project that renders the Property or Project unusable for the customary purpose of the production of electricity for a period of more than sixty (60) days, then the Developer may, at its election, and within ten (10) days after the 60th day that the Property or Project is so unusable, notify the City of the existence of this condition as well as of its decision whether or not to rebuild that portion of the Property or Project so damaged, destroyed or taken.

If the Developer elects not to rebuild, then it may notify the City of its termination of this Agreement and the Property and Project will thereafter be assessed and taxed as though this Agreement did not exist.

14. Covenants/Warranties of the Developer.

14.1 During the term of the Agreement, the Developer will not do any of the following:

- (a) Seek to invalidate this Agreement except as expressly provided for herein;
- (b) Fail to pay the City all amounts due hereunder when due and in accordance with the terms of this Agreement;
- (c) Seek, for any reason, an abatement or reduction of any of the amounts assessed in accordance with the terms of this Agreement, except as may be expressly provided for herein;
- (d) Seek to amend or terminate this Agreement on account of the enactment of any

law or regulation or a change in any existing law or regulation the intent or effect of which is to fix or limit in any way the method for calculating tax payments for renewable energy facilities¹;

(e) convey by sale, lease or otherwise any interest in the Property or Project to any tax-exempt entity or organization, including without limitation a charitable organization within the meaning of G.L. c.59, § 5 (Clause Third); or

(f) Assign or otherwise transfer any interest in the Project or this Agreement to any person or entity that is not a "generation" company" or "wholesale generation company" under G.L. c. 59, §38H(b), or in a manner where such assignment would otherwise disqualify this Agreement as an agreement for tax payments under G.L. c. 59, § 38H (b).

14.2 The Developer represents and warrants:

(a) It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign corporation, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.

(b) This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

(c) It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.

(d) None of the documents or information furnished by or on behalf of the Developer to the City in connection with negotiation and execution of this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein, or any material fact necessary to ensure that the statements contained in this Agreement or such documents or information are not misleading.

(e) The person executing this Agreement on behalf of the Developer has the full power and authority to bind it to each and every provision of this Agreement.

(f) The Developer is a "generation company" or "wholesale generation company" as those terms are defined in G.L. c. 59, § 38H (b) and G.L. c. 164 § 1.

(g) Developer is not a (i) "manufacturing corporation," (ii) "research and development corporation," or (iii) "limited liability company engaged in manufacturing" subject to exemption from certain taxes under G.L. c.59, §5(16) (3); and the Project does not include or constitute machinery or equipment exempt from taxation under G.L. c.59, § 5(16) (2) or § 5(44).

(h) The performance of Developer's obligations under this Agreement will not violate or result in a breach or default of any agreement or instrument to which Developer is a party or by which Developer is otherwise bound.

15. Certification of Tax Compliance. Pursuant to G.L. c. 62C, sec. 49A the undersigned Developer by its duly authorized representative certifies that it is in tax compliance with the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

16. Termination. The Developer and the City understand and agree that this Agreement may be terminated by the City upon thirty (30) days written notice if (a) this Agreement, or any material portion of this Agreement, is determined or declared to be illegal, void, or unenforceable; or (b) the Developer is determined not to be a "generation company" or "wholesale generation company" under G.L. c. 59, § 38H (b).

17. Complete Agreement. This Agreement is a full, final and complete expression of the Parties' agreement for payments for personal property taxes with respect to the Developer's Project at the Property in the City of Pittsfield.

18. Termination by City. In addition to any other rights of termination contained herein, the City shall have the right to terminate this Agreement upon thirty (30) days written notice to Developer if Developer: (i) fails to make timely payments required under this Agreement, unless all payments due under the Agreement, including interest, are made within said thirty (30)-day notice period; (ii) files, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent; (iv) abandons the Project; (v) fails to provide the Annual Inventory Update in compliance with Paragraph 4 of this Agreement; or (vi) otherwise materially breaches this Agreement. No such termination notice shall be effective if the Developer has cured the failure or breach relating to taxes, reporting of employees and contractors, and withholding and remitting child support during such thirty (30)-day notice period.

19. Authorization of the Mayor to act on behalf of the City. Except as set forth otherwise in this Agreement, the Mayor is authorized to act on behalf of the City.

20. City Council Approval. Notwithstanding anything to the contrary herein, this Agreement is subject to the approval of the City Council. This Agreement may be terminated by either party, without recourse, in the event that this Agreement is not approved by the City Council by **[Insert date]**, 2016.

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

DEVELOPER:

Syncarpha Hancock III, LLC

By: Syncarpha Management, LLC, its Manager

By: _____

Name: Clifford W. Chapman
Title: Managing Member

CITY OF PITISFIELD

By: _____

Linda M. Tyer, Mayor

Acknowledged and consented to by Owner:

Hancock Shaker Village, Inc.

By: _____

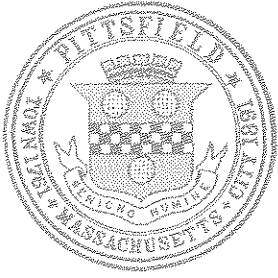
Name:

Title:

Exhibit A – Site Layout

Exhibit B – Equipment List

Exhibit C – Total Annual Payment Schedule



THE CITY OF PITTSFIELD
OFFICE OF THE MAYOR
70 Allen Street, Pittsfield, MA 01201
(413) 499-9321 • ltyer@pittsfieldch.com

Linda M. Tyer
Mayor

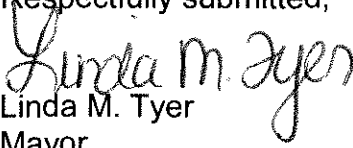
August 4, 2016

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

Dear Councilors,

Submitted herewith for your consideration is an Order authorizing the City of Pittsfield to grant a conveyance of an easement on Downing Four to Western Massachusetts Electric Company doing business as Eversource Energy.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB
Enclosure

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

AUTHORIZING THE CITY OF PITTSFIELD TO GRANT A CONVEYANCE OF AN EASEMENT ON DOWNING FOUR TO WESTERN MASSACHUSETTS ELECTRIC COMPANY DOING BUSINESS AS EVERSOURCE ENERGY

Ordered:

That the City of Pittsfield by and through its Mayor and City Council is hereby authorized to grant a conveyance of an easement on Southerly side of Downing Four on property known as 6 Downing Four to Western Massachusetts Electric Company doing business as Eversource Energy in accordance with the terms set forth in the attached Easement Deed.

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

File No. E6025
Please Return to:
Real Estate Department
Eversource
63R Myrock Avenue
Waterford, CT 06385

Above for Registry Use Only

EASEMENT

For valuable consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, _____, a _____ with _____ located at _____ (hereinafter referred to as the "Grantor") hereby grants unto WESTERN MASSACHUSETTS ELECTRIC COMPANY dba Eversource Energy, a Massachusetts corporation with offices at 300 Cadwell Drive, in the City of Springfield, County of Hampden, Commonwealth of Massachusetts, its successors and assigns, (hereinafter referred to as the "Grantee") and VERIZON NEW ENGLAND, INC. (formerly known a New England Telephone and Telegraph Company), a New York corporation having it principal place of business at 125 High Street, Oliver Tower, 7th Floor, Boston, Massachusetts 02110, it successors and assigns, the perpetual right to lay, construct, reconstruct, maintain, operate, replace and rebuild on, across, over and under the easement area hereinafter described, electric and transmission of intelligence distribution systems consisting of poles, guys, braces, wires, pipes, cables, conduits, transformers, manholes, anchors, silos, handholes, transformer pads, pedestals, meters, fixtures and other appurtenances useful in providing electric and transmission of intelligence service such as the said company may from time to time see fit to install in said easement area; including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the premises; the right to provide electric service by means of the same; and the right to enter said land for the purpose of inspecting; maintaining or removing same; and the right to trim and keep trimmed, cut and remove such trees located within the easement area as in the judgment of the Grantee are necessary to maintain its services.

Said easement area is located on the Grantor's land on the **southerly** side of **Downing Four** on property known as **6 Downing Four**, in the City of **Pittsfield**, County of **Berkshire**, Commonwealth of Massachusetts, and more particularly shown the plan attached entitled "**Exhibit A Map Showing Easement Area to be Granted to Western Massachusetts Electric Company dba Eversource Energy Across the Property of City of Pittsfield 6 Downing Four, Pittsfield, MA E6025 Scale: 1"=40' Revision 0 04/27/2016 Issue for Client Review Revision 1 05/09/2016 Approved by Client**" which map has been or will be filed in the **Berkshire** Registry of Deeds.

The Grantor agrees, except with the written permission of the Grantee, that (1) no building, structure, other improvement or obstruction shall be located upon; there shall be no excavation, filling, flooding or grading of; and there shall be no planting of trees or shrubbery upon the easement area; and (2) nothing shall be attached, temporarily or permanently, to any property of the Grantee erected or installed by virtue of this easement. In the event of the damage to or destruction of any of said facilities of the Grantee by the Grantor or agents or employees thereof, all costs of repair or replacement shall be borne by the Grantor.

6 Downing Four, Pittsfield, Berkshire County, Massachusetts

File No. E6025
Please Return to:
Real Estate Department
Eversource
63R Myrock Avenue
Waterford, CT 06385

Any additional poles, guys, wires, cables, braces, conduits and other appurtenances which may be necessary or advisable in the opinion of the Grantee to provide electric service by means of said system are to be located by the Grantee in such places on, upon, under, over and across the easement area as may be reasonable and consistent with the use of said land at the time.

The Grantee, by the acceptance of this easement, agrees that upon request of the Grantor and upon execution and delivery to the Grantee of rights and easements acceptable to the Grantee, it will relocate at the expense of the Grantor any part of said electric distribution systems which the Grantor may reasonably request to be relocated, provided that such relocation is practicable and consistent with sound engineering principles, including any removal and relocation of such system improperly located due to incorrect street and property line locations furnished by the Grantor, the Grantor's agents or employees.

The Grantee further agrees, by the acceptance of this easement, that as long as and to the extent that the electric distribution systems, together with appurtenances, located on said land pursuant to this easement are used to provide electric service, the Grantee will repair, replace and maintain such facilities at its own expense (except otherwise provided) and in connection with any repair, replacement or maintenance of said system the Grantee shall promptly restore the premises to substantially the same condition as existed prior to such repair, replacement or maintenance, provided, however, that such restorations shall not include any structures, other improvement or plantings made by the Grantor contrary to the provisions herein.

Any rights herein described or granted, or any interest therein or part thereof, may be assigned herein for the transmission of intelligence purposes, and the Grantor hereby agrees to and ratifies any such assignment and agrees that the interest so assigned may be used by the assignee therein for said purposes.

The words "Grantor" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor caused _____ hand(s) and seal(s) to be hereunto affixed this _____ day of _____, 201__.

Signed, sealed and delivered
in the presence of:

Witness:

By:
Its:

File No. E6025
Please Return to:
Real Estate Department
Eversource
63R Myrock Avenue
Waterford, CT 06385

ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

S.S. _____

COUNTY OF _____

On this ____ day of _____, 20__, before me, the undersigned notary public, _____ personally appeared and proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding document and acknowledged to me that such person is [the duly authorized _____ of [GRANTOR] and that such person signed such document voluntarily as such person's free act and deed for its stated purpose [on behalf of such [GRANTOR].

IN WITNESS WHEREOF, I hereunto set my hand.

Notary Public
My commission expires: _____

STATE OF _____

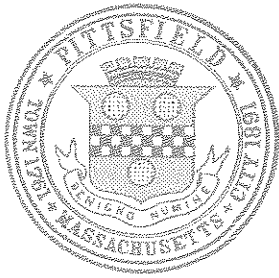
S.S. _____

COUNTY OF _____

On this ____ day of _____, 20__ before me, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Notary Public - Seal Required
My Commission Expires _____



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

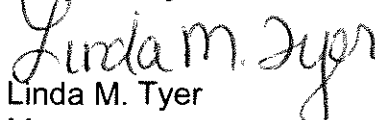
August 4, 2016

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 accepting a gift of funds in the amount of \$31,000.00 from the Buddy Pellerin Field Committee. This gift will support improvements to the baseball field at Clapp Park.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB
Enclosure



CITY OF PITTSFIELD

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


July 28, 2016

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

Dear Mayor Tyer:

Submitted herewith for your consideration is an Order accepting a gift of funds in the amount of \$31,000.00 from the Buddy Pellerin Field Committee. This gift will support improvements to the baseball field at Clapp Park.

Respectfully submitted,


Janis Akerstrom
Director

JA/dac

cc: Matthew Kerwood, Treasurer
City Accountant

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GIFT OF FUNDS IN THE AMOUNT OF \$31,000.00 FROM THE BUDDY PELLERIN FIELD COMMITTEE

Ordered:

That the City of Pittsfield, by and through its Mayor and City Council, is hereby authorized to accept a gift of funds in the amount of \$31,000.00 from the Buddy Pellerin Field Committee. This gift is being accepted in accordance with M.G.L., Chapter 44, Section 53A.



BUDDY PELLERIN FIELD

6 Filomena Drive, Pittsfield, MA 01201

August 1, 2016

Mayor Linda Tyer
Pittsfield City Hall
Pittsfield, MA 01201

Re: Buddy Pellerin Field at Clapp Park Donation

Dear Mayor Tyer:

The Buddy Pellerin Field Committee worked hard to have the baseball field at Clapp Park named in honor of long-time beloved coach George (Buddy) Pellerin and is now raising monies to make improvements to the field and Park. We were very pleased that at its April meeting, the Pittsfield Parks Commission voted unanimously to name the baseball field the "Buddy Pellerin Field".

Our Committee is raising funds to make some long overdue improvements to the baseball field. Enough funds have now been raised to carry out the following Phase 1 improvements which has been reviewed by the Parks Commission and approved at a previous meeting. We plan to do continued fundraising and to work with the Parks Commission to seek out grant funds to carry out future upgrades to the field and Clapp Park.

\$ 1,200 Remove and dispose of existing galvanized fence along entry driveway

\$ 7,250 Install new black commercial 10' high black fence

\$ 5,700 Install new decorative wooden guardrail with 4x8 rails along outside of new fence

\$ 13,000 Install new scoreboard along new center field fence

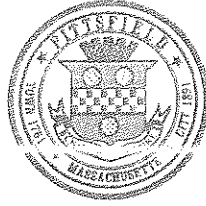
\$ 3,850 Install new batting cage

\$ 31,000 Total Cost of Improvements

We are pleased to carry these improvements and ask that the City accept our donation valued at \$31,000. The plan is to do the improvements in August and have an official dedication of the field in September.

Sincerely,

The Buddy Pellerin Field Committee
Co-Chairs: Mark Matthews, Michael Matthews, Peter Lafayette



CITY OF PITTSFIELD

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

MEMORANDUM

TO: CITY COUNCILORS
FROM: JANIS AKERSTROM, DIRECTOR OF COMMUNITY DEVELOPMENT
SUBJECT: CLAPP PARK DONATION
DATE: JULY 28, 2016
CC: MAYOR LINDA M. TYER

Item History

Buddy Pellerin was a beloved member of our local community. In his memory, a large group of supporters has pledged to donate a number of significant improvements to the Clapp Park baseball field which was recently renamed in his honor.

Agenda Item Commentary

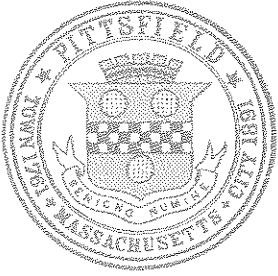
Planned improvements (which have been previously authorized by the Parks Commission) include the following:

- Replacement of the existing fence along the driveway with new 10' high black fence
- Installation new wooden guardrail along outside of new fence
- Installation of a new scoreboard along new center field fence
- Installation of a new foul pole on right field line
- Installation of a new batting cage in northwest corner of field

City staff have been working with the Buddy Pellerin Field Committee on these planned improvements which are scheduled to be initiated in mid-August. In addition, the overall project has been reviewed by both the City Purchasing Agent and the City Solicitor.

Proposed Recommended Action

Approve the Order before you to authorize the City to accept the donation of funds from the Buddy Pellerin Field Committee.



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

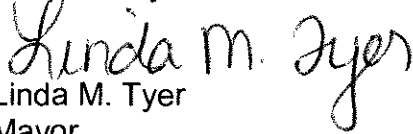
August 4, 2016

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 accepting a donation of a Veteran of the Year bench from the Berkshire Veteran's Coalition valued at \$3,150.00.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB
Enclosure

City of Pittsfield

No. _____

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

I N C I T Y C O U N C I L

A N O R D E R

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A DONATION OF A VETERAN
OF THE YEAR BENCH FROM THE BERKSHIRE VETERAN'S COALITION

Ordered:

That the City of Pittsfield, by and through its Mayor and City Council, is hereby authorized to accept a donation of a Veteran of the Year bench from the Berkshire Veteran's Coalition valued at \$3,150.00 This gift is being accepted in accordance with M.G.L. Chapter 44, Section 53A.

July 1, 2016

Pittsfield City Council
City Hall
70 Allen Street
Pittsfield, MA 01201

Dear City Council,

The Berkshire Veterans Coalition proposes to purchase a new granite Veterans bench that would be installed at Memorial Park in the vicinity of an existing Veterans bench. The Coalition proposes further to donate the new bench to the City of Pittsfield.

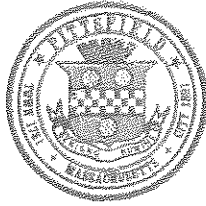
The existing Veterans bench was installed at Memorial Park in 2001. Each year the Veterans Coalition elects a "Veteran-of-the-Year". The name of the newly elected "Veteran-of-the -Year" is then inscribed on the bench prior to Veterans Day. There are sixteen names on the existing bench. There is, however, no longer room on the existing bench for new names to be added.

The 2016 Pittsfield area Veteran -of -the -Year will be elected by Coalition members at the September, 2016 Coalition meeting. We are hopeful that the Council will approve our request so that the name of 2016 recipient can be inscribed on the new bench and that the bench will be given a place of honor at Memorial Park like its predecessor. The total value of the donation is \$3,150 and all work will be done by Savino Empire Monuments, Inc.

Thank you for your consideration.

Sincerely,

Francis Tremblay, President
Berkshire Veterans Coalition



CITY OF PITTSFIELD

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

MEMORANDUM

TO: CITY COUNCILORS
FROM: JANIS AKERSTROM, DIRECTOR OF COMMUNITY DEVELOPMENT
SUBJECT: SOUTH STREET MEMORIAL PARK DONATION
DATE: JULY 28, 2016
CC: MAYOR LINDA M. TYER

Item History

The Berkshire Veterans Coalition has annually recognized the Veteran of the Year with an engraved name on a granite bench at South Street Memorial Park. The current bench contains no additional room for names and the Coalition wishes to add an additional bench.

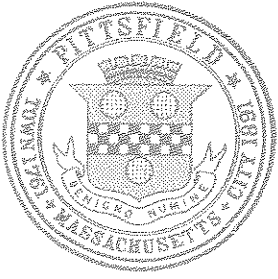
The request for the addition of the additional granite bench has been reviewed and approved by the Parks Commission.

Agenda Item Commentary

The Coalition desires to donate to the City the bench and the labor to install the bench. Parks staff will work with the contractor on this project to ensure that the project is installed appropriately. The value of the donation is approximately \$3,150.

Proposed Recommended Action

It is recommended that the Council approve the donation of the granite bench and labor to install the bench.



THE CITY OF PITTSFIELD
OFFICE OF THE MAYOR
70 Allen Street, Pittsfield, MA 01201
(413) 499-9321 • ltyer@pittsfieldch.com

Linda M. Tyer
Mayor

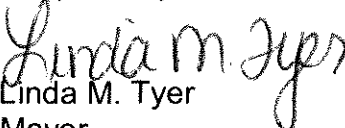
August 4, 2016

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 authorization requesting the City of Pittsfield to accept a gift of funds from Downtown Pittsfield, Inc. to the City of Pittsfield for the Downtown Pittsfield Ambassador Program.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB
Enclosure

Downtown Pittsfield Inc.

Board of Directors

Officers and Executive Committee

President: Jesse Cook-Dubin, Attorney at Law, Cohen Kinne Valicenti & Cook

First Vice President: Christopher Mills, Controller, General Dynamics

VP Administration: Scott Kirchner, Owner, Mad Macs

Treasurer: David Irwin, CPA, Director, Adelson & Co.

Clerk: John Valente, Consultant, Beacon & Triplex Cinemas

Finance Committee Chair: Christopher Mills, Controller, General Dynamics

At-Large: Bart Raser, Owner, Carr Hardware

At-Large: Elie Hammerling, Downtown Resident

Strategy 1 Chair: Kate Maguire, Artistic Director & CEO, Berkshire Theatre Group

Strategy 2 Chair: Kait Stinchcomb, General Manager, Berkshire Theatre Group

Strategy 3 Chair: Gary Levante, Community Engagement Officer, Berkshire Bank

Strategy 4 Chair: William Mulholland, VP for Community Education & Workforce Development, Berkshire Community College

Board Members

Lou Allegrone III, Principal, Allegrone Companies
Rebecca Barnini, Owner, Circa
Gloria Beraldi, AVP, Branch Mgr., Greylock Federal Credit Union
Michele Butler, Project Manager, David J. Tierney, Jr. Inc.
David Carver, Partner/Real Estate Dev., Scarafoni Associates
Yuki Cohen, Owner, Methuselah Bar & Lounge, and VP & Financial Advisor, Alexandra Dest Capital Management
Lou Costi, Owner, Wholesale Auto
Warren Dews, VP of Audience Dev., New England Newspapers
Ken Green, Owner, Museum Facsimiles
Adam Hinds, Exec. Dir., No. Berkshire Community Coalition
Sean Jennings, VP Support Services, Berkshire Health Systems
Chuck Leach, President and CEO, Lee Bank
Joseph Lotano, Branch Manager, NBT Bank
Peter Marchetti, VP Branch Operations & Administration, Pittsfield Co-Operative Bank
Tim O'Donnell, Manager Business Analytics, Finance – Individual Disability, Guardian Life Insurance Company of America
Earl Persip III, Director of Operations, Berkshire Family YMCA
Rachel Plaine, Owner, Berkshire Yoga Dance & Fitness
Lindsey Schmid, Director of Marketing, 1Berkshire
Van Shields, Executive Director, Berkshire Museum
Eddie Taylor, CEO & Founder, S.E.E.D Network/ F.U.L.L. Program
Steven Valenti, Owner, Steven Valenti Clothing
George Whaling, President, Whaling Properties
Tristan Wilson, Managing Director, Barrington Stage Company

Life Directors

Gary P. Scarafoni
Peter Lafayette

Ex-Officio, City of Pittsfield

Linda M. Tyer, Mayor
Michael J. Wynn, Chief of Police, Pittsfield Police Department
Janis Akerstrom, Director of Community Development
Jen Glockner, Director of Cultural Development

August 2, 2016

To the Honorable
Mayor Linda Tyer
City of Pittsfield
City Hall - 70 Allen St.
Pittsfield MA

Dear Mayor Tyer:

Submitted for your consideration is a request for the City of Pittsfield to accept a donation of \$2500.00 from Downtown Pittsfield, Inc. toward the Downtown Pittsfield Ambassador Program.

Sincerely,



Kristine Hurley
Executive Director
Downtown Pittsfield, Inc.

City of Pittsfield

No. _____

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

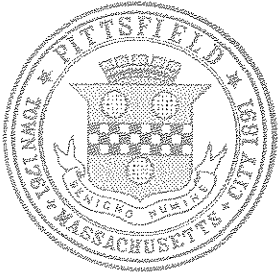
IN CITY COUNCIL

AN ORDER

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GIFT OF FUNDS FROM
DOWNTOWN PITTSFIELD INC. FOR THE DOWNTOWN PITTSFIELD
AMBASSADOR PROGRAM

Ordered:

That the City of Pittsfield, by and through its Mayor and City Council, is hereby authorized to accept a gift of funds in the amount of \$2,500.00 from Downtown Pittsfield, Inc.. It is the intent of the donor that the funds, and any interest earned by these funds while the funds are on deposit before disbursement by the City, will be used for the Downtown Pittsfield Ambassador Program. The Finance Department will direct the disbursement of the funds in accordance with the specific intent of the donor. This gift is being accepted in accordance with M.G.L. Chapter 44, Section 53A.



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

70 Allen Street, Pittsfield, MA 01201

(413) 499-9321 • ltyer@pittsfieldch.com

Linda M. Tyer
Mayor

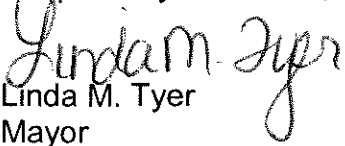
August 4, 2016

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 accepting a gift of funds in the amount of \$500.00 from Frank Taginski. This gift will support the installation of a bench within Burbank Park.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB
Enclosure



CITY OF PITTSFIELD

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

August 2, 2016

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

Dear Mayor Tyer:

Submitted herewith for your consideration is an Order accepting a gift in the amount of \$500.00 from Frank Taginski. This gift will support the installation of a bench within Burbank Park.

Respectfully submitted,


Janis Akerstrom
Director

JA/dac

cc: Matthew Kerwood, Treasurer
City Accountant

City of Pittsfield

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

IN CITY COUNCIL

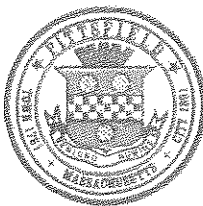
AN ORDER

No. _____

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GIFT OF FUNDS IN THE AMOUNT OF \$500.00 FROM FRANK TAGINSKI

Ordered:

That the City of Pittsfield, by and through its Mayor and City Council, is hereby authorized to accept a gift in the amount of \$500.00 from Frank Taginski. This gift is being accepted in accordance with M.G.L., Chapter 44, Section 53A.



CITY OF PITTSFIELD

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

MEMORANDUM

TO: CITY COUNCILORS
FROM: JANIS AKERSTROM, DIRECTOR OF COMMUNITY DEVELOPMENT
SUBJECT: BURBANK PARK BENCH DONATION
DATE: AUGUST 2, 2016
CC: MAYOR LINDA M. TYER

Item History

City staff were contact by Frank Taginski regarding the installation of a memorial bench at Burbank Park. The item was previously brought before the Parks Commission and approved. A copy of the letter from Mr. Taginski is attached to this correspondence.

Agenda Item Commentary

City staff will work with Mr. Taginski to identify an appropriate bench style for this memorial bench, and will oversee the work to install it.

Proposed Recommended Action

Approve the Order before you to authorize the City to accept the donation of a bench and the labor to install from Frank Taginski.

July 9, 2016

Pittsfield Parks Commission
City Hall 70 Allen St.
Pittsfield, MA 01201

Re: Memorial bench

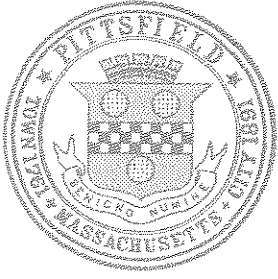
Dear Parks Commission,

Please let this letter serve as formal request to donate a memorial bench with a small seat back plaque at Burbank Park at Onota Lake on behalf of and in memory of the Taginski Family. Our family grew up in Pittsfield and for over 60 years spent time on the lake learning to swim, fish and hold annual family outings. The family has over the years volunteered at City Hall, for holiday parades and events along with conservation efforts at various sites around the City. Onota lake holds a special place in our hearts and the memorial bench would be a great way to continue our remembrance of Pittsfield and the times on Onota Lake.

Thank you for your consideration of our request.

Sincerely,

Francis Taginski
177 Saratog Ave.
Burlington, VT 05408



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

August 4, 2016

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

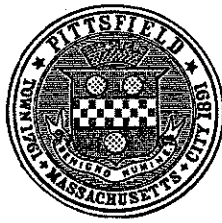
Dear Councilors,

Submitted herewith for your consideration is an Order accepting a grant of funds in the amount of \$500.00 from the Berkshire Bank Foundation, Inc. to support the Wings, Wheels and Warbirds 2016 Event to be held at the Pittsfield Municipal Airport.

Respectfully submitted,

Linda M. Tyer
Linda M. Tyer
Mayor

LMT/CVB
Enclosure



Pittsfield Municipal Airport Commission

Robert Snuck
Airport Manager

Christopher J. Pedersen
Chairman

August 3, 2016

Attention: Mayor Tyer

Dear Mayor,

Reference: Wings, Wheels, and Warbirds 2016 Event

I have reached out to local business's to support our Wings, Wheels, and Warbirds 2016 Event to be held on October 8, 2016.

We have received a donation from the Berkshire Bank Foundation in the Amount of \$500.00. I would like to request your support of this donation and presentation to the City Council to accept these, and further funds in support of this event. All funds collected will be used to cover event expenses.

Sincerely,

A handwritten signature in cursive script that reads "Robert Snuck".

Robert Snuck
Airport Manager

David Keator – Vice Chairman
Airport Commissioners: Ned Kirchner; Robert Malhotra; Gail Molari

Pittsfield Municipal Airport – 832 Tamarack Road – Pittsfield, MA 01201
(413) 448-9790 or (413) 395-0144 fax

City of Pittsfield

No. _____

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

IN CITY COUNCIL

AN ORDER

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GIFT OF FUNDS FROM
BERKSHIRE BANK FOUNDATION, INC TO THE PITTSFIELD MUNICIPAL AIRPORT IN
SUPPORT OF THE WINGS, WHEELS AND WARBIRDS 2016 EVENT

Ordered:

That the City of Pittsfield, by and through its Mayor and City Council, is hereby authorized to accept a gift of funds in the amount of \$500.00 from Berkshire Bank Foundation, for the Wings, Wheels, Warbirds 2016 Event to be held at the Pittsfield Municipal, pursuant to the attached letter dated August 3, 2016. It is the intent of the donor that the funds will be used solely in accordance with said letter dated August 3, 2016. The Pittsfield Municipal Airport Authority will direct the disbursement of the funds in accordance with the specific intent of the donor as expressed in the August 3, 2016 letter and all subsequent grants, gifts or donations for said purpose require no further authorization or appropriation by the City Council. This gift is being accepted in accordance with M.G.L. Chapter 44, Section 53A.

BERKSHIRE BANK FOUNDATION™

August 3, 2016

Mr. Robert Snuck
Airport Manager
City Of Pittsfield
Allen Street
Pittsfield, MA 01201

Dear Mr. Snuck,

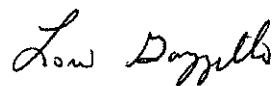
Thank you for your application for funding from the Berkshire Bank Foundation, Inc. We are committed to supporting non-profit organizations like yours doing important work in the communities served by Berkshire Bank. Our Foundation committee has reviewed your request to support Wings, Wheels, and Warbirds 2016.

I am pleased to inform you that we have approved a grant in the amount of \$500.00 to assist with your efforts. A payment in that amount will be forthcoming. Please note that any recognition of this gift should be in the name of Berkshire Bank. Feel free to share news of this grant with your constituents through your newsletter, e-news, or website, and with your fans on social media.

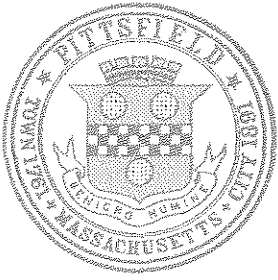
We are so pleased to support your program and look forward to finding additional ways to partner. We stay actively involved and want to continue to be connected throughout the year, so we encourage you to keep us informed of your activities and developments.

On behalf of Berkshire Bank and the Berkshire Bank Foundation, please accept our appreciation for all you do for our community. We wish you all the best for continued success.

Sincerely,



Vice President, Foundation Director



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

70 Allen Street, Pittsfield, MA 01201

(413) 499-9321 • ltyer@pittsfieldch.com

Linda M. Tyer
Mayor

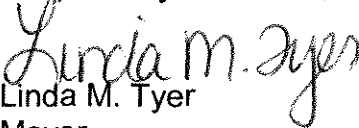
August 4, 2016

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

Dear Councilors,

Submitted herewith for your consideration is an Ordinance amending the Code of the City of Pittsfield, Chapter 13, Article I, Section 13-1 to add the definition for multiple-space parking meters and spaces.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB

Enclosure



CITY OF PITTSFIELD

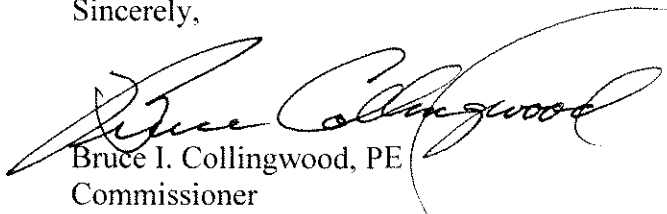
DEPARTMENT OF PUBLIC UTILITIES, CITY HALL, 70 ALLEN STREET, PITTSFIELD, MA 01201 413-499-9330

August 3, 2016

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Submitted herewith is an order proposing to add the definition for multiple-space parking meters and spaces to the City Code Chapter 13, Article I, Section 13-1.

Sincerely,



Bruce I. Collingwood, PE
Commissioner



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 13, ARTICLE I. IN GENERAL

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

SECTION 1:

That the Code of the City of Pittsfield, Chapter 13, Motor Vehicles and Traffic, Article I. In General, Section 13-1. Definitions, therein, be amended by addition of the following:

Sec. 13-1. Definitions.

MULTI-SPACE PARKING METERS AND SPACES

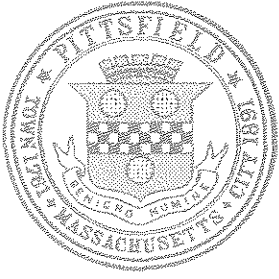
- (a) A multi-space meter is a device installed by the city for acceptance of required parking fees for more than one (1) parking space. A multi-space meter may regulate multiple parking spaces on-street (curbside or angled spaces) or off-street (parking lots or garages.) Use of multi-space meter may require a motorist to enter a license plate number in conjunction with making a payment. Multi-space meters may accept a variety of payment options, which may include coins, credit cards, tokens or stored value cards, such as smart cards. At all times, payment in advance is required at any multi-space meter.
- (b) Multi-space meter spaces are defined as any parking space within a parking meter zone, designated or not, where at least one (1) posted sign states requirement for payment at a multi-space meter. Multi-space meter spaces may not be adjacent to a multi-space meter, but shall be in close proximity to the parking space.
- (c) Multi-space meters shall operate in one (1) of the following ways: for street parking, the motorist shall park their vehicle, proceed to the nearest meter, enter their license plate number and pay the required fee; for off-street parking in garages and lots, the motorist shall park their vehicle, proceed to the nearest meter, enter their license plate number and then pay the required fee. Depending on the type of configuration, a receipt may or may not be issued.
- (d) No operator of a vehicle, upon entering a multi-space meter regulated space, shall fail to immediately enter their license plate number and deposit the required fee for regulated parking.
- (e) When parking on a block regulated by multi-space meters and the nearest meter is out of order or cannot issue a receipt, payment shall be made at the next available multi-space meter on the block.

SECTION 2:

That this ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor



THE CITY OF PITTSFIELD
OFFICE OF THE MAYOR
70 Allen Street, Pittsfield, MA 01201
(413) 499-9321 • ltyer@pittsfieldch.com

Linda M. Tyer
Mayor

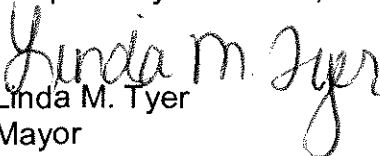
August 4, 2016

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

Dear Councilors,

Submitted herewith for your consideration is an Ordinance amending the Code of the City of Pittsfield, Chapter 16, Personnel, Article I, In General.

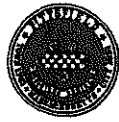
Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB

Enclosure

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD
CHAPTER 16, PERSONNEL, ARTICLE I. IN GENERAL

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

Section I.

That the Code of the City of Pittsfield, Chapter 16, Personnel, Article I In General, Section 16-12(6) shall be amended by:

deleting from the paragraph "germane to the employee assignments and "and adding "relevant to the employees' position. "

And

adding the following language at the end of the sentence, after "department head" and/or mayor. The employee shall be reimbursed 50% for the cost of the tuition, provided that the reimbursement shall not exceed \$600.00 dollars. The employee shall be limited to such reimbursement once per calendar year.

Section II.

That the Code of the City of Pittsfield, Chapter 16, Personnel, Article I, In General, Section 16-17(7) shall be amended by deleting the 2nd sentence in the paragraph by its entirety and replace with the following language that would be combine with the 3rd sentence in the paragraph.

"Such absence shall be limited to three days for the death of any such relative, except"

Section III.

This ordinance shall become effective upon its enactment.

Approved as to Form and Legality,

City Solicitor



DEPARTMENT OF PERSONNEL, CITY HALL, 70 ALLEN STREET, ROOM 107, PITTSFIELD, MA 01201 PHONE: 413-499-9340

August 1, 2016

To: Mayor Linda M. Tyer
From: Michael Taylor, Director of Personnel
RE: Chapter 16, Ordinance Amendments

Mayor Tyer,

Attached, please find proposed amendments to ordinances established within Chapter 16, Personnel, of the City Code.

Your support would be greatly appreciated.

Thank you in advance,

Michael

A handwritten signature in black ink, appearing to be "MT", is written over a circular stamp or mark.

Chapter 16. Personnel

Article I. IN GENERAL

Sec. 16-12. Definition and adoption of compensation plan.

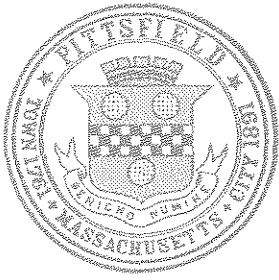
(6)

The Mayor may grant an exempt employee's request for tuition reimbursement at an accredited college, university, or professional training school for courses which are germane to the employee assignments and which are taken with the advance approval of the department head.

Sec. 16-17. Leaves of absence.

(7) Absence for personal reasons.

Every manager, employee or exempt employee of the City shall receive his regular compensation during absence from work due to the death of his parent, grandparent, grandchild, stepparent, husband, wife, child, stepchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt or uncle. Such absence shall be limited to three days during any period of 12 months; and it shall not be cumulative. In the case of the death of a spouse, child or sole surviving parent, the person shall be entitled to one additional day of leave.



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

70 Allen Street, Pittsfield, MA 01201

(413) 499-9321 • ltyer@pittsfieldch.com

Linda M. Tyer
Mayor

August 4, 2016

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

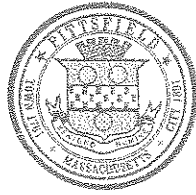
Dear Councilors,

Submitted herewith for your consideration is a Traffic Order establishing Parking Meter Zones in accordance with the City's parking management plan.

Respectfully submitted,

Linda M. Tyer
Linda M. Tyer
Mayor

LMT/CVB
Enclosure



CITY OF PITTSFIELD

DEPARTMENT OF PUBLIC UTILITIES, CITY HALL, 70 ALLEN STREET, PITTSFIELD, MA 01201 413-499-9330

August 2, 2016

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Submitted herewith is a traffic order establishing Parking Meter Zones in accordance with the City's parking management plan.

Please forward this order to the Traffic Commission for consideration.

Sincerely,

A handwritten signature in black ink, which appears to read "Bruce Collingwood". The signature is written in a cursive style with a large, stylized initial "B".

Bruce I. Collingwood, PE
Commissioner

City of Pittsfield

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

TRAFFIC ORDER

IN CITY COUNCIL

No.

AN ORDER

ESTABLISHING PARKING METER ZONES

Ordered:

SECTION 1: By virtue of and pursuant to the authority granted by the Code of the City of Pittsfield, Chapter 13, Article VI, Section 13-65, it is hereby determined and ordered that parking meter zones are established upon the following ways or parts of ways:

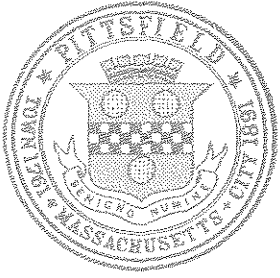
Parking Meter Zone A - Downtown Area

- North Street from Park Place to Burbank Street
- South Street from West Housatonic Street to West Street
- East Street from Allen Street to First Street
- Fenn Street from North Street to First Street
- Bank Row, Park Place, Allen Street, Wendell Avenue Extension, Federal Street, School Street, and McKay Street

Parking Meter Zone B - Berkshire Medical Center Area

- Wahconah Street from North Street to Charles Street
- Charles Street
- North Street from Burbank Street to Charles Street

SECTION 2: That this order shall take effect seven (7) days after its adoption and publication.



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

August 4, 2016

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 establishing hourly parking meter fees in Parking Meter Zones and Municipal Parking Areas in accordance with the City's parking management plan.

Respectfully submitted,

Linda M. Tyer
Linda M. Tyer
Mayor

LMT/CVB
Enclosure



CITY OF PITTSFIELD

DEPARTMENT OF PUBLIC UTILITIES, CITY HALL, 70 ALLEN STREET, PITTSFIELD, MA 01201 413-499-9330

August 2, 2016

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Submitted herewith is a traffic order establishing hourly parking meter fees in Parking Meter Zones and Municipal Parking Areas in accordance with the City's parking management plan.

Please forward this order to the Traffic Commission for consideration.

Sincerely,

A handwritten signature in black ink, which appears to read "Bruce I. Collingwood". The signature is written in a cursive style with a large, sweeping flourish at the end.

Bruce I. Collingwood, PE
Commissioner

City of Pittsfield

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

TRAFFIC ORDER

IN CITY COUNCIL

No.

AN ORDER

ESTABLISHING HOURLY PARKING METER FEES

Ordered:

SECTION 1: The hourly parking meter fees for the use of a parking meter spaces in Parking Meter Zones and Municipal Parking Areas shall be as follows:

Parking Meter Zone A - Downtown Area

The designated parking meter rate for one hour of parking shall be up to one (1) dollar. The first thirty (30) minutes shall be free.

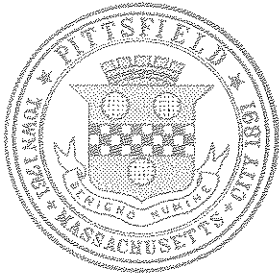
Parking Meter Zone B - Berkshire Medical Center Area

The designated hourly parking meter rate for one hour of parking shall be up to three (3) dollars. The first thirty (30) minutes shall be free.

Municipal Parking Areas

The designated hourly parking meter rate for one hour of parking shall be up to seventy-five (75) cents.

SECTION 2: That this order shall take effect seven (7) days after its adoption and publication.



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

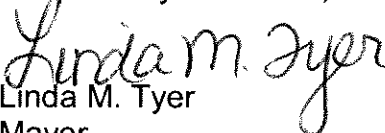
August 4, 2016

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 designate Salisbury Court, Baver Drive, Breit Drive, Rubin Drive, Walchenbach Circle and Zeff Drive for removal of snow and ice.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB
Enclosure

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

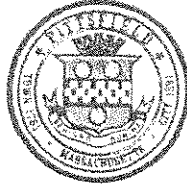
No. _____

**AUTHORIZING THE CITY OF PITTSFIELD TO DESIGNATE
SALISBURY COURT, BAVER DRIVE, BREIT DRIVE,
RUBIN DRIVE, WALCHENBACH CIRCLE, AND ZEFF DRIVE
FOR REMOVAL OF SNOW AND ICE**

Ordered:

That the City of Pittsfield, by and through its Mayor, is hereby authorized to designate Salisbury Court, Baver Drive, Breit Drive, Rubin Drive, Walchenback Circle and Zeff Drive for removal of snow and ice pursuant to Massachusetts General Laws Chapter 40, § 6C.

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



CITY OF PITTSFIELD

OFFICE OF THE CITY SOLICITOR, CITY HALL, 70 ALLEN STREET, SUITE 200, PITTSFIELD, MASSACHUSETTS 01201

TEL (413) 499-9352

FAX (413) 499-9354

RESIDENTS OF SALISBURTY ESTATES

RE: Mayor Daniel L. Bianchi offering

Resident,

As a result of numerous discussions and forums, some of which have been held at the John Barry Hall, Mayor Bianchi is pleased to offer to the residents of Salisbury Estates the following services effective immediately:

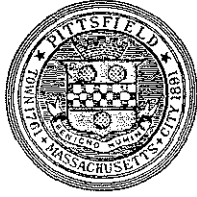
- ✓ Snowplowing and sanding of the roads
- ✓ Spring street sweeping
- ✓ Line painting
- ✓ Hydrant flushing
- ✓ Placement on the Citywide list for low level chip sealing of the roads
- ✓ Garbage collection

Mayor Bianchi's commitment to the resident of Salisbury Estates remains strong and he looks forward to a long working relationship with each and every one of you.

CITY OF PITTSFIELD

/s/ Darren M. Lee

CITY ATTORNEY



City of Pittsfield

CITY CLERK
CITY OF PITTSFIELD, MA
RECEIVED

2016 JUL 12 2:57

12 July 2016

To the City Council of the City of Pittsfield:-

The undersigned respectfully

To amend City Code Chapter 8, Solid Waste Collection and Disposal, to require the use of a trash and recycling toter system.

Respectfully submitted,

Nicholas J. Caccamo
Ward 03 City Councilor

Trash automation is picking up



DEBEE TLUMACKI FOR THE BOSTON GLOBE

Using an automated trash system truck, Tony DiCesare rarely has to leave his vehicle while working a route in Abington.

By **Jean Lang** | GLOBE CORRESPONDENT AUGUST 11, 2013

The days of trash workers hopping on and off the backs of trucks are coming to an end in more communities south of Boston.

With Abington just passing its one-year anniversary on Aug. 1, towns such as Weymouth and Braintree are poised to join the use of an automated, two-cart — one for trash, one for recyclables — disposal system.

While Braintree is still working out some last-minute issues with its vendor, advocates of the new system say it is cheaper, cleaner, and, with its rows of color-coordinated plastic carts, more aesthetically pleasing.

“It’s a huge success. People love the covered containers,” said Lorraine Mavrogeorge, recycling and trash compliance officer for Abington.

“Awesome. Amazing,” was how driver Tony DiCesare described it.

Automated trash numbers

Some numbers on automated trash disposal south of Boston

DiCesare, who picks up trash in Abington for Waste Solutions Inc., said he no longer has to worry about the safety of a worker on the back of the vehicle, exposed to traffic and other hazards.

Now DiCesare pulls up to the curb, uses the mechanical arm to reach out and clutch the carts, also known as Toters, and empties their contents into the bin in the front of the truck. He then replaces the bins to their curbside spots, about 2 feet apart, without having to leave his seat.

Recyclables are picked up in a separate truck that dumps the contents into a side bin.

In addition to the efficiency, DiCesare remarked, “It looks neater.”

The Abington carts are green, with green lids for trash, yellow lids for recyclables. Recycling is mandatory, and those who continually fail to put out their recycling



DEBEE TILMACK FOR THE BOSTON GLOBE

Compliance officer Lorraine Mavrogeorge is enthusiastic about the automated trash system in Abington.

money back for recyclable materials.

Comments

According to the Massachusetts Department of Environmental Protection, at least 16 communities statewide use a two-cart system, including Avon, Dedham, Easton, Mansfield, Norwood, and Westwood.

Perhaps the biggest benefit of the automated system is that it requires fewer workers, thus reducing costs.

Brooke Nash, branch chief for recycling for the Department of Environmental Protection, added that automation reduces workers' compensation costs because there are fewer back problems and other injuries on the job.

In Abington, four men were formerly assigned to a truck, but now two are, said Michael J. Panciocco, operations manager for Marshfield-based Waste Solutions.

He said the reduction of labor, along with the new trucks, saves the town \$150,000 in collection costs per year. The town may not immediately see the savings, however, because of start-up costs, such as buying the carts.

Panciocco said snowbanks, parked cars, and telephones poles can be challenging for drivers, but overall, his company and Abington officials are pleased with the new system.

The automated system is also saving money for Mansfield, said Lee Azinheira, head of the town's Department of Public Works.

Mansfield has been using the automated system for trash since 2007 and for recycling since 2009. The trash-related budget has increased about 11.6 percent over nine years, which Azinheira said is low considering the average increase used to be as much as 3.5 percent a year.

Azinheira said that one benefit of the system is that it is more difficult for people from other communities to bring their trash into town and leave it on a sidewalk.

He also credited the regional disposal contract that the town joined, and said he is trying to persuade Dartmouth, where he lives, to switch to the automated system.

Stephan Wronski, who lives with his wife and three children on Old Farm Road in Abington, said he likes the new system.

“I think it’s been wonderful. There’s been less trash on the street blowing around,” he said.

Furthermore, he said, the smell of trash is less noticeable, a welcome change on some of the recent 90-plus degree days.

According to Mavrogeorge, the new system also makes it more difficult for animals to get into the trash, though various remedies (including cheap perfume) are being tried out to keep stubborn squirrels from biting golf-ball size holes in some of the carts.

According to Nash of the Department of Environmental Protection, the state has been encouraging automation by offering grants that pay nearly 25 percent of the expense of the wheeled carts, which can cost communities about \$50 each.

“We’ve come a long way in recycling,” she said, adding that the blue bins that used to be the standard now look “dollhouse size.”

Surveys show that people might recycle only as much as their bin holds, said Nash, but “if you give them that big bin, you remove that barrier.”

She said officials hope people will throw away only what fits in the cart, since most communities no longer pick up unlimited bags and barrels.

Next to move to automation is Weymouth, where EZ Disposal Service will implement the two-cart system on Sept. 16, said Rosemary Nolan, the town’s solid-waste coordinator.

Comments
Nolan said the town plans to distribute 32,000 carts, along with more information to residents, this month and next. The carts will have maroon and gold lids, in keeping with Weymouth High School and town colors, she said.

While some residents have told Nolan they are concerned about the changes, she said the barrels will have phone numbers that residents can call for questions.

In Braintree, a trash-collection contract with Sunrise Scavenger Inc. took effect on July 1. But before the automated system kicks in, some town councilors still have questions about the system. They decided last Monday to delay a decision on spending \$905,000 to buy the barrels for automated collection, and plan to revisit the issue on Tuesday.

If all goes well, these towns will eventually be as pleased as Abington has been with its system. The barrels are assigned to addresses, and after a year, most of the barrels are still where they were assigned, said Mavrogeorge and DiCesare.

A few are missing, however, and Mavrogeorge also noted the loss of one barrel in a fire.

“Number 13465,” Mavrogeorge said, “she was a good bin.”

Jean Lang can be reached at jeanmcmillanlang@gmail.com

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35 gallons

holds 2-3 full kitchen bags per week

or

65 gallons

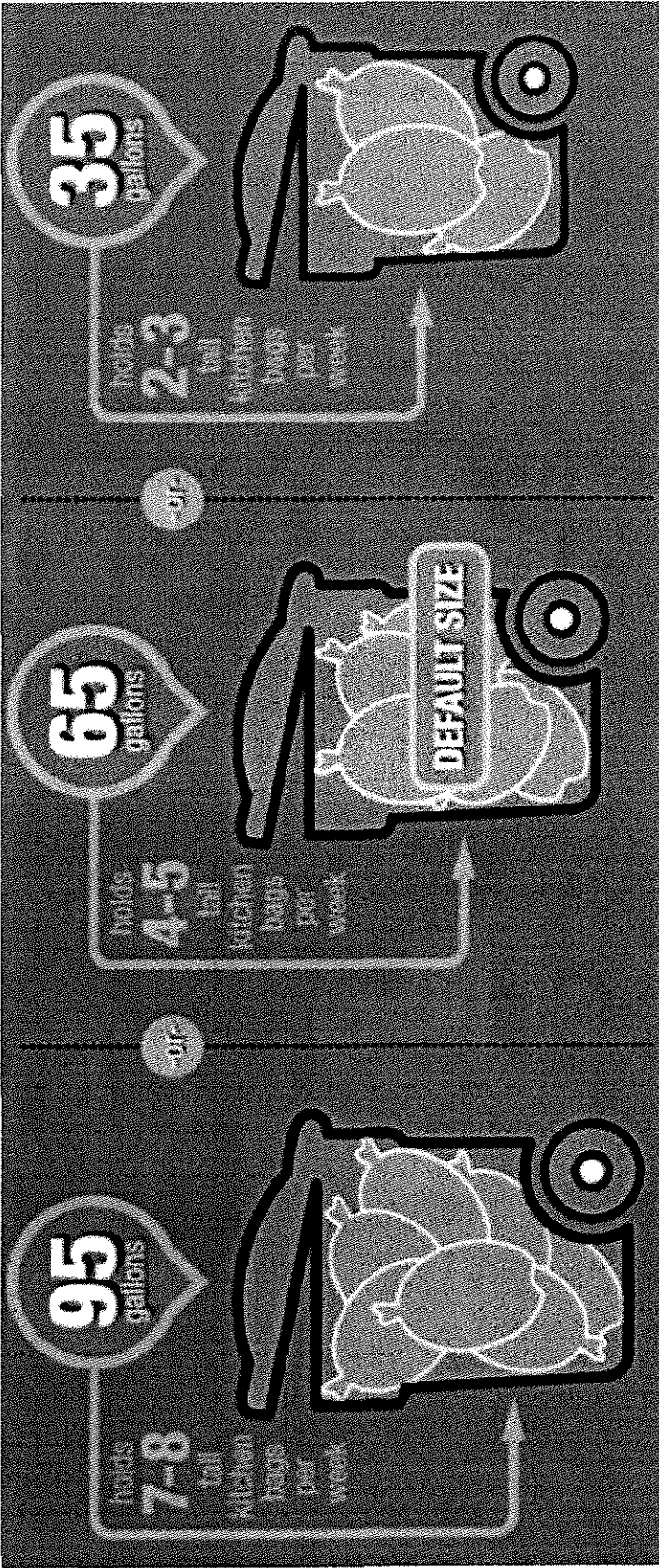
holds 4-5 full kitchen bags per week

or

95 gallons

holds 7-8 full kitchen bags per week

DEFAULT SIZE







City of Pittsfield

CITY CLERK
CITY OF PITTSFIELD, MA
RECEIVED

2016 JUL 12 P 2:57

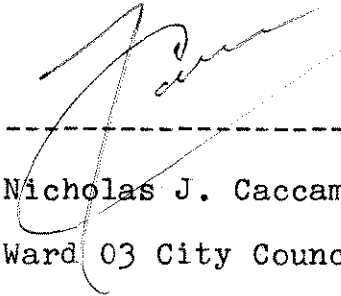
12 July 20 16

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Requests that stop signs be placed on Dawes Avenue at the intersections of Edward Ave and Revere Pkwy, Livingston Ave and Concord Pkwy, Stratford Ave and Lexington Pkwy.

Respectfully submitted,



Nicholas J. Caccamo
Ward 03 City Councilor



Pittsfield Police Department

Selective Search From: 01/01/2013 Thru: 03/01/2016 0000 - 2359 Printed: 03/01/2016

For Date: 05/02/2013 - Thursday

<u>Call Number</u>	<u>Time</u>	<u>Call Reason</u>	<u>Action</u>
13-14884	1439	Phone - MVA NO PI	VEHICLE TOWED
Location/Address: 125 STRATFORD AVE @ 215 DAWES AVE			
Narrative:			
nil sayers 62pr79			
nil almeida 476nd5			
Refer To Accident: <u>13-268-AC</u>			

For Date: 11/14/2014 - Friday

14-39968	1549	911 - MVA NO PI	CITATION/WARNING ISSUED
Location/Address: 233 DAWES AVE			
Narrative:			
2 VEHICLE CRASH. RMV REPORT FILED.			
Refer To Accident: <u>14-885-AC</u>			

For Date: 03/27/2015 - Friday

15-9844	1601	911 - MVA NO PI	CITATION/WARNING ISSUED
Location/Address: 126 LIVINGSTON AVE @ 227 DAWES AVE			
Narrative:			
minor 2 vehicle crash. crash report to be completed.			
Refer To Accident: <u>15-339-AC</u>			

For Date: 09/19/2015 - Saturday

15-32946	1354	911 - MVA NO PI	VEHICLE TOWED
Location/Address: 1 REVERE PKWY @ 240 DAWES AVE			
Refer To Accident: <u>15-753-AC</u>			

For Date: 09/30/2015 - Wednesday

15-34367	0721	Phone - MVA NO PI	VEHICLE TOWED
Location/Address: 121 EDWARD AVE @ 241 DAWES AVE			
Refer To Accident: <u>15-779-AC</u>			

For Date: 01/14/2016 - Thursday

16-1503	0941	Phone - MVA NO PI	CITATION/WARNING ISSUED
Location/Address: 1 LEXINGTON PKWY @ 216 DAWES AVE			
Refer To Accident: <u>16-37-AC</u>			

For Date: 02/18/2016 - Thursday

16-5812	1519	Phone - MVA WITH PI	SERVICES RENDERED
Location/Address: 126 LIVINGSTON AVE @ 227 DAWES AVE			
Narrative:			
request for back up and another officer			
Refer To Accident: <u>16-127-AC</u>			

Commonwealth of Massachusetts

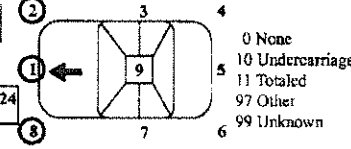
Date of Crash 05/02/2013	Time of Crash 1439 24HR	City/Town Pittsfield	Motor Vehicle Crash Police Report	Number Vehicles 2	Number Injured 0	Speed Limit Lat. _____ Lon. _____	State Police <input type="checkbox"/> Local Police <input type="checkbox"/> MBTA Police <input type="checkbox"/> Other: <input type="checkbox"/>
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AT INTERSECTION:	LOCATION	NOT AT INTERSECTION:
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<p>STRATFORD AVE</p> <p>Route# _____ Direction _____ Name of Roadway/Street _____</p> <p style="text-align: center;">At _____</p> <p>DAWES AVE</p> <p>Route# _____ Direction _____ Name of Intersecting Roadway/Street _____</p> <p style="text-align: center;">Also at Intersection with _____</p> <p>Route# _____ Direction _____ Name of Intersecting Roadway/Street _____</p>	<p>Route# _____ Direction _____ Address # _____ Name of Roadway/Street _____</p> <p>_____ Feet <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W of _____ or _____</p> <p>_____ Feet <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W of _____</p> <p>_____ Feet <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W of _____</p> <p>_____ Mile Marker _____ or _____ Exit Number _____</p> <p>Route# _____ Intersecting Roadway/Street _____</p> <p style="text-align: center;">Landmark _____</p>
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<input checked="" type="checkbox"/> Vehicle 1	#Occupants _____	<input type="checkbox"/> Hit/Run	<input type="checkbox"/> Moped	13-268-AC
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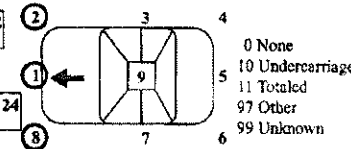
<p>License # _____ St. MA DOB/Ag. _____ 1973</p> <p>Sex M Lic. Class D <input type="checkbox"/> 18 <input type="checkbox"/> 18 Lic. Restrictions <input type="checkbox"/> 19 CDL _____</p> <p>Operator FRIERI, RAFFAELE JR</p> <p>Address 153 SOUTH ST APT 210</p> <p>City PITTSFIELD State MA Zip 01201</p> <p>Insurance Company Plymouth Rock</p> <p>Vehicle Travel Direction: <input type="checkbox"/> N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input type="checkbox"/> W Responding to Emergency? 2</p> <p>Citation # (If Issued) _____</p> <p>Viol. 1: Ch/Sec/Sub _____ Viol. 2: Ch/Sec/Sub _____</p> <p>Viol. 3: Ch/Sec/Sub _____ Viol. 4: Ch/Sec/Sub _____</p>	<p>Reg # 62PR79 Reg Type PC Reg State MA</p> <p>Veh Year 2008 Veh Make VOLKSWAGEN Veh Config. 1</p> <p>Owner FRIERI, RAFFAELE JR</p> <p>Address 153 SOUTH ST APT 210</p> <p>City PITTSFIELD State MA Zip 01201</p> <p>Vehicle Action Prior to Crash 4 Damaged Area Code: (Circle Up to Three)</p> <p>Event Sequence <input type="checkbox"/> 22 <input type="checkbox"/> 22 <input type="checkbox"/> 22 <input type="checkbox"/> 22 <input checked="" type="checkbox"/> 2</p> <p>Most Harmful Event <input type="checkbox"/> 1 <input type="checkbox"/> 23</p> <p>Driver Contributing Code <input type="checkbox"/> 4 <input type="checkbox"/> 24 <input type="checkbox"/> 24</p> <p>Underride/Override <input type="checkbox"/> 1 <input type="checkbox"/> 25 Towed 1</p>
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Please fill out for operator and all occupants involved												
Name (Last, First, Middle)	Address	DOB/Age	Sex	26 Seat Pos.	27 Safety System	28 Airbag Status	29 Airbag Switch	30 Eject Code	31 Trap Code	32 Injury Status	33 Transp. Code	Medical Facility
Operator	See Above	-----	---	---	99	4	4	0	0	5	1	

<input checked="" type="checkbox"/> Vehicle 2	#Occupants _____	<input type="checkbox"/> Non-Motorist A	Type 14	Action 15	Location 16	Condition 17	<input type="checkbox"/> Hit/Run	<input type="checkbox"/> Moped
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<p>License # _____ St. MA DOB/Ag. _____ 1996</p> <p>Sex F Lic. Class D <input type="checkbox"/> 18 <input type="checkbox"/> 18 Lic. Restrictions <input type="checkbox"/> 19 CDL _____</p> <p>Operator AITKEN, COLBY K</p> <p>Address 64 POLLOCK AVE</p> <p>City PITTSFIELD State MA Zip 01201</p> <p>Insurance Company Safety Ins.</p> <p>Vehicle Travel Direction: <input type="checkbox"/> N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input type="checkbox"/> W Responding to Emergency? 2</p> <p>Citation # (If Issued) _____</p> <p>Viol. 1: Ch/Sec/Sub _____ Viol. 2: Ch/Sec/Sub _____</p> <p>Viol. 3: Ch/Sec/Sub _____ Viol. 4: Ch/Sec/Sub _____</p>	<p>Reg # 476ND5 Reg Type PC Reg State MA</p> <p>Veh Year 2005 Veh Make HYUNDAI Veh Config. 1</p> <p>Owner AITKEN, WENDY A</p> <p>Address 64 POLLOCK AVE</p> <p>City PITTSFIELD State MA Zip 01201-7022</p> <p>Vehicle Action Prior to Crash 1 Damaged Area Code: (Circle Up to Three)</p> <p>Event Sequence <input type="checkbox"/> 22 <input type="checkbox"/> 22 <input type="checkbox"/> 22 <input type="checkbox"/> 22 <input checked="" type="checkbox"/> 2</p> <p>Most Harmful Event <input type="checkbox"/> 1 <input type="checkbox"/> 23</p> <p>Driver Contributing Code <input type="checkbox"/> 1 <input type="checkbox"/> 24 <input type="checkbox"/> 24</p> <p>Underride/Override <input type="checkbox"/> 1 <input type="checkbox"/> 25 Towed 2</p>
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Please fill out for operator/non-motorist and all occupants involved												
Name (Last, First, Middle)	Address	DOB/Age	Sex	26 Seat Pos.	27 Safety System	28 Airbag Status	29 Airbag Switch	30 Eject Code	31 Trap Code	32 Injury Status	33 Transp. Code	Medical Facility
Operator/Non-Motorist	See Above	-----	---	---	1	4	4	0	0	5	1	

Police Use Only			Commonwealth of Massachusetts				RMV Document Number	
Date of Crash 11/14/2014	Time of Crash 1549 24HR	City/Town Pittsfield	Motor Vehicle Crash Police Report		Number Vehicles 2	Number Injured 0	Speed Limit <u>30</u> Latitude _____ Longitude _____	State Police <input type="checkbox"/> Local Police <input checked="" type="checkbox"/> MBTA Police <input type="checkbox"/> Other: _____

AT INTERSECTION:		LOCATION	NOT AT INTERSECTION:	
1 Route# Direction <u>DAWES AVE</u> Name of Roadway/Street At CONCORD PKWY Name of Intersecting Roadway/Street Also at Intersection with 2 1 Route# Direction <u>LIVINGSTON AVE</u> Name of Intersecting Roadway/Street		< > Feet <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W of _____ or _____ Mile Marker _____ Exit Number _____ Feet <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W of _____ Route# _____ Intersecting Roadway/Street _____ Feet <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W of _____ Landmark _____	2 _____ Name of Roadway/Street 3 _____ Name of Roadway/Street Landmark _____	

3 Please Select One of the Following: <input checked="" type="checkbox"/> Vehicle <u>1</u> #Occupants <input type="checkbox"/> Hit/Run <input type="checkbox"/> Moped Crash Report ID# 14-885-AC	
4 License # _____ St. <u>NY</u> DOB/Ag <u>1982</u> Reg # <u>2RG669</u> Reg Type <u>AP</u> Reg State <u>OK</u> Sex <u>M</u> Lic. Class <u>D</u> <u>19</u> <u>19</u> Lic. Restrictions <u>20</u> CDL Endorsement _____ Operator <u>ARMAH, ALBERT</u> Owner <u>CENTRE POINTE FUNDING LLC</u> Address <u>247 TYLER ST</u> Address <u>300 CENTRE POINTE DR</u> City <u>PITTSFIELD</u> State <u>MA</u> Zip <u>01201</u> City <u>VIRGINA BEACH</u> State <u>VA</u> Zip <u>23462</u> Insurance Company <u>BUDGET TRUCK RENTAL</u> Vehicle Action Prior to Crash <u>1</u> <u>22</u> Damaged Area Code: <u>4</u> <u>27</u> <u>27</u> <u>27</u> 5 Vehicle Travel Direction: <input checked="" type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W Responding to Emergency? <u>2</u> Event Sequence <u>1</u> <u>23</u> <u>23</u> <u>23</u> <u>23</u> Test Status: <u>28</u> Citation # (If Issued) <u>R5110599</u> Most Harmful Event <u>1</u> <u>24</u> Type of Test: <u>29</u> Viol. 1: Ch/Sec/Sub <u>90</u> <u>14</u> Viol. 2: Ch/Sec/Sub _____ Driver Contributing Code <u>4</u> <u>25</u> <u>25</u> BAC Test Result: <u>30</u> 6 Viol. 3: Ch/Sec/Sub _____ Viol. 4: Ch/Sec/Sub _____ Driver Distracted by <u>0</u> <u>26</u> Susp. Alcohol: <u>31</u> Susp. Drug: <u>32</u> Towed from scene? <u>2</u> <u>33</u>	

Please fill out for operator and all occupants involved		DOB/Ag	Sex	34 Seat Pos.	35 Safety System	36 Airbag Status	37 Eject Code	38 Trap Code	39 Injury Status	40 Transp. Code	Medical Facility
Operator		See Above	<input checked="" type="checkbox"/>	<u>1</u>	<u>99</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>5</u>	<u>1</u>	

7 Please Select One of the Following: <input checked="" type="checkbox"/> Vehicle <u>2</u> #Occupants <input type="checkbox"/> Non-Motorist A Type <u>15</u> Action <u>16</u> Location <u>17</u> Condition <u>18</u> <input type="checkbox"/> Hit/Run <input type="checkbox"/> Moped	
8 License # _____ St. <u>MA</u> DOB/Ag <u>1963</u> Reg # <u>978FP1</u> Reg Type <u>PC</u> Reg State <u>MA</u> Sex <u>M</u> Lic. Class <u>D</u> <u>19</u> <u>19</u> Lic. Restrictions <u>20</u> CDL Endorsement _____ Operator <u>LEACH, VERNE L</u> Owner <u>LEACH, KIM A</u> Address <u>93 E MAIN RD</u> Address <u>93 EAST MAIN RD</u> City <u>PERU</u> State <u>MA</u> Zip <u>01235-9262</u> City <u>PERU</u> State <u>MA</u> Zip <u>01235-9262</u> Insurance Company <u>COMMERCE INSURANCE</u> Vehicle Action Prior to Crash <u>1</u> <u>22</u> Damaged Area Code: <u>1</u> <u>27</u> <u>27</u> <u>27</u> 9 Vehicle Travel Direction: <input type="checkbox"/> N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input type="checkbox"/> W Responding to Emergency? <u>2</u> Evcnt Sequence <u>1</u> <u>23</u> <u>23</u> <u>23</u> <u>23</u> Test Status: <u>28</u> Citation # (If Issued) _____ Most Harmful Event <u>1</u> <u>24</u> Type of Test: <u>29</u> Viol. 1: Ch/Sec/Sub _____ Viol. 2: Ch/Sec/Sub _____ Driver Contributing Code <u>1</u> <u>25</u> <u>25</u> BAC Test Result: <u>30</u> 2 Viol. 3: Ch/Sec/Sub _____ Viol. 4: Ch/Sec/Sub _____ Driver Distracted by <u>0</u> <u>26</u> Susp. Alcohol: <u>31</u> Susp. Drug: <u>32</u> Towed from scene? <u>1</u> <u>33</u>	

Please fill out for operator/non-motorist and all occupants involved		DOB/Ag	Sex	34 Seat Pos.	35 Safety System	36 Airbag Status	37 Eject Code	38 Trap Code	39 Injury Status	40 Transp. Code	Medical Facility
Operator/Non-Motorist		See Above	<input checked="" type="checkbox"/>	<u>1</u>	<u>1</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>5</u>	<u>1</u>	

AT INTERSECTION: < LOCATION > NOT AT INTERSECTION:

<p>1 Route# <u> </u> Direction <u> </u> Name of Roadway/Street <u>REVERE PKWY</u></p> <p style="text-align: center;">At</p> <p>Route# <u> </u> Direction <u> </u> Name of Intersecting Roadway/Street <u>DAWES AVE</u></p> <p style="text-align: center;">Also at Intersection with</p> <p>2 Route# <u> </u> Direction <u> </u> Name of Intersecting Roadway/Street <u> </u></p>	<p>Route# <u> </u> Direction <u> </u> Address # <u> </u> Name of Roadway/Street <u> </u></p> <p>Feet <u> </u> <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W of <u> </u> or <u> </u></p> <p style="text-align: center;">Mile Marker <u> </u> Exit Number <u> </u></p> <p>Feet <u> </u> <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W of <u> </u></p> <p>Route# <u> </u> Intersecting Roadway/Street <u> </u></p> <p>Feet <u> </u> <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W of <u> </u></p> <p style="text-align: center;">Landmark <u> </u></p>
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3 Please Select One of the Following: Vehicle 1 Occupants 1 Hit/Run Moped

Crash Report ID# **15-753-AC**

<p>License # <u> </u> St <u>MA</u> DOB/Age <u> </u> 1996</p> <p>Sex <u>F</u> Lic. Class <u>D</u> 19 19 Lic. Restrictions <u>20</u> CDL Endorsement <u> </u></p> <p>4 2 Operator <u>HOLMES, MIKAYLA JANE</u></p> <p style="text-align: center;">Last First Middle</p> <p>Address <u>254 DAWES AVE</u></p> <p>City <u>PITTSFIELD</u> State <u>MA</u> Zip <u>01201-7358</u></p> <p>Insurance Company <u>COMMERCE INSURANCE</u></p> <p>5 1 Vehicle Travel Direction: <input checked="" type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W Responding to Emergency? <u>2</u></p> <p>Citation # (If Issued) <u> </u></p> <p>Viol. 1: Ch/Sec/Sub <u> </u> Viol. 2: Ch/Sec/Sub <u> </u></p> <p>6 1 Viol. 3: Ch/Sec/Sub <u> </u> Viol. 4: Ch/Sec/Sub <u> </u></p>	<p>Reg # <u>3SD944</u> Reg Type <u>PC</u> Reg State <u>MA</u></p> <p>Veh Year <u>2011</u> Veh Make <u>VOLKSWAGEN</u> Veh Config. <u>1</u> 21</p> <p>4 2 Owner <u>HOLMES, JEFFREY R</u></p> <p style="text-align: center;">Last First Middle</p> <p>Address <u>254 DAWES AVE</u></p> <p>City <u>PITTSFIELD</u> State <u>MA</u> Zip <u>01201-7358</u></p> <p>Vehicle Action Prior to Crash <u>1</u> 22</p> <p>Event Sequence <u>1</u> 23 23 23 23</p> <p>Most Harmful Event <u>1</u> 24</p> <p>Driver Contributing Code <u>4</u> 25 25</p> <p>Driver Distracted by <u>5</u> 26</p> <p>Damaged Area Code: <u>1</u> 27 27 27</p> <p>Test Status: <u> </u> 28</p> <p>Type of Test: <u> </u> 29</p> <p>BAC Test Result: <u> </u> 30</p> <p>Susp. Alcohol: <u>2</u> 31 Susp. Drug: <u>2</u> 32</p> <p>Towed from scene? <u>1</u> 33</p>
--	--

Please fill out for operator and all occupants involved

Name (Last First Middle)	Address	DOB/Age	Sex	34 Seat Pos.	35 Safety System	36 Airbag Status	37 Eject Code	38 Trap Code	39 Injury Status	40 Transp. Code	Medical Facility
Operator	See Above	 	 	1	1	3	0	0	99	1	

7 2 Please Select One of the Following: Vehicle 2 Occupants 1 Non-Motorist A Type 15 Action 16 Location 17 Condition 18 Hit/Run Moped

<p>License # <u> </u> St <u>MA</u> DOB/Age <u> </u> 1936</p> <p>Sex <u>F</u> Lic. Class <u>D</u> 19 19 Lic. Restrictions <u>20</u> CDL Endorsement <u> </u></p> <p>8 1 Operator <u>EHRET-DICHTER, URSULA M</u></p> <p style="text-align: center;">Last First Middle</p> <p>Address <u>25 EAST NEW LENOX RD</u></p> <p>City <u>PITTSFIELD</u> State <u>MA</u> Zip <u>01201-8304</u></p> <p>Insurance Company <u>ELECTRIC INSURANCE</u></p> <p>9 1 Vehicle Travel Direction: <input type="checkbox"/> N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input type="checkbox"/> W Responding to Emergency? <u>2</u></p> <p>Citation # (If Issued) <u> </u></p> <p>Viol. 1: Ch/Sec/Sub <u> </u> Viol. 2: Ch/Sec/Sub <u> </u></p> <p>Viol. 3: Ch/Sec/Sub <u> </u> Viol. 4: Ch/Sec/Sub <u> </u></p>	<p>Reg # <u>1088ZR</u> Reg Type <u>PC</u> Reg State <u>MA</u></p> <p>Veh Year <u>2005</u> Veh Make <u>BMW</u> Veh Config. <u>1</u> 21</p> <p>8 1 Owner <u>EHRET-DICHTER, URSULA M</u></p> <p style="text-align: center;">Last First Middle</p> <p>Address <u>25 EAST NEW LENOX RD</u></p> <p>City <u>PITTSFIELD</u> State <u>MA</u> Zip <u>01201-8304</u></p> <p>Vehicle Action Prior to Crash <u>1</u> 22</p> <p>Event Sequence <u>1</u> 23 23 23 23</p> <p>Most Harmful Event <u>1</u> 24</p> <p>Driver Contributing Code <u>1</u> 25 25</p> <p>Driver Distracted by <u>0</u> 26</p> <p>Damaged Area Code: <u>7</u> 27 27 27</p> <p>Test Status: <u> </u> 28</p> <p>Type of Test: <u> </u> 29</p> <p>BAC Test Result: <u> </u> 30</p> <p>Susp. Alcohol: <u>2</u> 31 Susp. Drug: <u>2</u> 32</p> <p>Towed from scene? <u>1</u> 33</p>
--	--

Please fill out for operator/non-motorist and all occupants involved

Name (Last First Middle)	Address	DOB/Age	Sex	34 Seat Pos.	35 Safety System	36 Airbag Status	37 Eject Code	38 Trap Code	39 Injury Status	40 Transp. Code	Medical Facility
Operator/Non-Motorist	See Above	 	 	1	1	3	0	0	4	1	

Commonwealth of Massachusetts

Motor Vehicle Crash Police Report

Police Use Only		City/Town Pittsfield				Number Vehicles 2		Number Injured 0		RMV Document Number	
Date of Crash 09/30/2015	Time of Crash 0721 24HR					Speed Limit _____	Latitude _____	Longitude _____	State Police <input type="checkbox"/>		
				Motor Vehicle Crash Police Report				Local Police <input type="checkbox"/>			
								MBTA Police <input type="checkbox"/>			
								Other: _____			

AT INTERSECTION: LOCATION NOT AT INTERSECTION:

<p>EDWARD AVE</p> <p>Route# _____ Direction _____ Name of Roadway/Street _____</p> <p style="text-align: center;">At</p> <p>DAWES AVE</p> <p>Route# _____ Direction _____ Name of Intersecting Roadway/Street _____</p> <p style="text-align: center;">Also at Intersection with</p> <p>Route# _____ Direction _____ Name of Intersecting Roadway/Street _____</p>	<p>Route# _____ Direction _____ Address # _____ Name of Roadway/Street _____</p> <p>_____ Feet <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W of _____ or _____</p> <p style="text-align: center;">Mile Marker _____ Exit Number _____</p> <p>Route# _____ Intersecting Roadway/Street _____</p> <p style="text-align: center;">Landmark _____</p>
--	---

3 Please Select One of the Following: Vehicle **1** #Occupants Hit/Run Moped Crash Report ID# **15-779-AC**

<p>License # _____ St MA DOB/Age 1966</p> <p>Sex M Lic. Class D Lic. Restrictions 99 CDL Endorsement 20</p> <p>Operator SNYDER, MICHAEL K</p> <p>Address 26 HIGHLAWN DR</p> <p>City PITTSFIELD State MA Zip 01201-1914</p> <p>Insurance Company PROGRESSIVE DIRECT</p>	<p>Reg # 5711AH Reg Type PC Reg State MA</p> <p>Veh Year 2003 Veh Make FORD Veh Config. 1</p> <p>Owner SNYDER, MICHAEL K</p> <p>Address 26 HIGHLAWN DR</p> <p>City PITTSFIELD State MA Zip 01201-1914</p> <p>Vehicle Action Prior to Crash 1</p> <p>Event Sequence 1 23 23 23 23</p> <p>Most Harmful Event 1</p> <p>Driver Contributing Code 19 25 25</p> <p>Driver Distracted by 99</p>
<p>Vehicle Travel Direction: <input checked="" type="checkbox"/> N <input checked="" type="checkbox"/> E <input type="checkbox"/> W Responding to Emergency? 2</p> <p>Citation # (if Issued) _____</p> <p>Viol. 1: Ch/Sec/Sub _____ Viol. 2: Ch/Sec/Sub _____</p> <p>Viol. 3: Ch/Sec/Sub _____ Viol. 4: Ch/Sec/Sub _____</p>	<p>Damaged Area Code: 3 27 27 27</p> <p>Test Status: 1 28</p> <p>Type of Test: 29</p> <p>BAC Test Result: 1 30</p> <p>Susp. Alcohol: 2 31 Susp. Drug: 2 32</p> <p>Towed from scene? 3 33</p>

Please fill out for operator and all occupants involved

Name (Last First Middle)	Address	DOB/Age	Sex	34 Seat Pos	35 Safety System	36 Airbag Status	37 Eject Code	38 Trap Code	39 Injury Status	40 Transp Code	Medical Facility
Operator	See Above	XXXXXX	XXXX	1	99	4	0	0	99	2	BERKSHIRE MEDICAL CENTER

7 Please Select One of the Following: Vehicle **2** #Occupants Non-Motorist A Type Action Location Condition Hit/Run Moped

<p>License # _____ St MA DOB/Age 1980</p> <p>Sex F Lic. Class D Lic. Restrictions 99 CDL Endorsement 20</p> <p>Operator LYNCH, JENNAFER L</p> <p>Address 28 STRONG AVE</p> <p>City PITTSFIELD State MA Zip 01201-7227</p> <p>Insurance Company LIBERTY MUTUAL INS</p>	<p>Reg # 636HW3 Reg Type PC Reg State MA</p> <p>Veh Year 2013 Veh Make TOYOTA Veh Config. 1</p> <p>Owner LYNCH, JENNAFER L</p> <p>Address 28 STRONG AVE</p> <p>City PITTSFIELD State MA Zip 01201-7227</p> <p>Vehicle Action Prior to Crash 1</p> <p>Event Sequence 1 23 23 23 23</p> <p>Most Harmful Event 1</p> <p>Driver Contributing Code 1 25 25</p> <p>Driver Distracted by 0</p>
<p>Vehicle Travel Direction: <input type="checkbox"/> N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input checked="" type="checkbox"/> W Responding to Emergency? 2</p> <p>Citation # (if Issued) _____</p> <p>Viol. 1: Ch/Sec/Sub _____ Viol. 2: Ch/Sec/Sub _____</p> <p>Viol. 3: Ch/Sec/Sub _____ Viol. 4: Ch/Sec/Sub _____</p>	<p>Damaged Area Code: 1 27 27 27</p> <p>Test Status: 1 28</p> <p>Type of Test: 29</p> <p>BAC Test Result: 1 30</p> <p>Susp. Alcohol: 2 31 Susp. Drug: 2 32</p> <p>Towed from scene? 2 33</p>

Please fill out for operator/non-motorist and all occupants involved

Name (Last First Middle)	Address	DOB/Age	Sex	34 Seat Pos	35 Safety System	36 Airbag Status	37 Eject Code	38 Trap Code	39 Injury Status	40 Transp Code	Medical Facility
Operator/Non-Motorist	See Above	XXXXXX	XXXX	1	99	4	0	0	5	1	

AT INTERSECTION: LOCATION NOT AT INTERSECTION:

1 DAWES AVE
Route# _____ Direction _____ Name of Roadway/Street _____
At _____

8 STRATFORD AVE
Route# _____ Direction _____ Name of Intersecting Roadway/Street _____
Also at Intersection with _____

8 Route# _____ Direction _____ Name of Intersecting Roadway/Street _____

Route# _____ Direction _____ Address # _____ Name of Roadway/Street _____

Feet N S E W of _____ or _____

Mile Marker _____ Exit Number _____

Feet N S E W of _____

Route# _____ Intersecting Roadway/Street _____

Feet N S E W of _____

Landmark _____

1 Please Select One of the Following: Vehicle 1 #Occupants Hit/Run Moped

Crash Report ID# **16-37-AC**

License # _____ St. MA DOB/Ag 1948 Reg # 32SF68 Reg Type PC Reg State MA

Sex M Lic. Class D 19 19 Lic. Restrictions 20 CDL Endorsement _____

Veh Year 2001 Veh Make DODGE Veh Config 2 21

4 **2** Operator OBRYAN, JAN C Owner OBRYAN, JAN C

Address 26 DAVIS ST Address 26 DAVIS ST

City PITTSFIELD State MA Zip 01201-2545 City PITTSFIELD State MA Zip 01201-2545

Insurance Company PLYMOUTH ROCK ASSU Vehicle Action Prior to Crash 6 22 Damaged Area Code: 1 27 2 27

5 **1** Vehicle Travel Direction: N E W Responding to Emergency? 2 Event Sequence 1 23 23 23 23 Test Status: 3 28

Citation # (If Issued) R5110283 Most Harmful Event 1 24 Type of Test: 29

Viol. 1: Ch/Sec/Sub 89 8 Viol. 2: Ch/Sec/Sub _____ Driver Contributing Code 4 25 20 25 BAC Test Result: 30

6 **7** Viol. 3: Ch/Sec/Sub _____ Viol. 4: Ch/Sec/Sub _____ Driver Distracted by 7 26 Susp. Alcohol: 2 31 Susp. Drug: 2 32

Towed from scene? 2 33

Please fill out for operator and all occupants involved

Name (Last First Middle)	Address	DOB/Ag	Sex	34 Seat Pos	35 Safety System	36 Airbag Status	37 Eject Code	38 Trap Code	39 Injury Status	40 Transp. Code	Medical Facility
Operator	See Above	XXXXXX	XX	<u>1</u>	<u>1</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>5</u>	<u>1</u>	

2 Please Select One of the Following: Vehicle 1 #Occupants Non-Motorist A Type 15 Action 16 Location 17 Condition 18 Hit/Run Moped

License # _____ St. MA DOB/Ag 1953 Reg # 132YY1 Reg Type PC Reg State MA

Sex M Lic. Class D 19 19 Lic. Restrictions 20 CDL Endorsement _____

Veh Year 2010 Veh Make JEEP Veh Config 1 21

8 **1** Operator ARACE, RAFFAELE Owner ARACE, RAFFAELE

Address 12 CRAIGIE AVE Address 12 CRAIGIE AVE

City PITTSFIELD State MA Zip 01201-7914 City PITTSFIELD State MA Zip 01201-7914

Insurance Company COMMERCE INSURANCE Vehicle Action Prior to Crash 1 22 Damaged Area Code: 7 27 3 27 27

9 **2** Vehicle Travel Direction: N S W Responding to Emergency? 2 Event Sequence 1 23 23 23 23 Test Status: 1 28

Citation # (If Issued) _____ Most Harmful Event 1 24 Type of Test: 29

Viol. 1: Ch/Sec/Sub _____ Viol. 2: Ch/Sec/Sub _____ Driver Contributing Code 1 25 25 BAC Test Result: 1 30

9 **2** Viol. 3: Ch/Sec/Sub _____ Viol. 4: Ch/Sec/Sub _____ Driver Distracted by 0 26 Susp. Alcohol: 2 31 Susp. Drug: 2 32

Towed from scene? 1 33

Please fill out for operator/non-motorist and all occupants involved

Name (Last First Middle)	Address	DOB/Ag	Sex	34 Seat Pos	35 Safety System	36 Airbag Status	37 Eject Code	38 Trap Code	39 Injury Status	40 Transp. Code	Medical Facility
Operator/Non-Motorist	See Above	XXXXXX	XX	<u>1</u>	<u>1</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>99</u>	<u>1</u>	

Commonwealth of Massachusetts

Motor Vehicle Crash Police Report

RMV Document Number _____

Police Use Only		Date of Crash 02/18/2016	Time of Crash 1519 24HR	City/Town Pittsfield	Number Vehicles 2	Number Injured 1	Speed Limit _____	State Police <input type="checkbox"/>
					Latitude _____	Longitude _____	Local Police <input checked="" type="checkbox"/>	MBTA Police <input type="checkbox"/>
							Other: _____	

AT INTERSECTION:	LOCATION	NOT AT INTERSECTION:
1 Route# _____ Direction _____ Name of Roadway/Street <u>LIVINGSTON AVE</u> At _____ Route# _____ Direction _____ Name of Intersecting Roadway/Street <u>DAWES AVE</u> Also at Intersection with _____ Route# _____ Direction _____ Name of Intersecting Roadway/Street	Route# _____ Direction _____ Address # _____ Name of Roadway/Street: _____ _____ Feet <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W of _____ or _____ Mile Marker _____ Exit Number _____ _____ Feet <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W of _____ Route# _____ Intersecting Roadway/Street: _____ _____ Feet <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W of _____ Landmark _____	2 3

3

Please Select One of the Following: Vehicle 1 #Occupants Hit/Run Moped

Crash Report ID# **16-127-AC**

License # _____ St. <u>MA</u> DOB/Age <u>1969</u> Sex <u>M</u> Lic. Class <u>D</u> <u>19</u> <u>19</u> Lic. Restrictions <u>20</u> CDL Endorsement _____ 4 Operator <u>BANGA, JASWANT S</u> Address <u>261 NORTH ST</u> City <u>PITTSFIELD</u> State <u>MA</u> Zip <u>01201</u> Insurance Company <u>CITIZENS INSURANCE</u>	Reg # <u>993JXB</u> Reg Type <u>PC</u> Reg State <u>MA</u> Veh Year <u>2005</u> Veh Make <u>HONDA</u> Veh Config. <u>2</u> <u>21</u> Owner <u>BANGA, JASWANT S</u> Address <u>261 NORTH ST</u> City <u>PITTSFIELD</u> State <u>MA</u> Zip <u>01201</u> Vehicle Action Prior to Crash <u>1</u> <u>22</u> Damaged Area Code: <u>3</u> <u>27</u> <u>27</u> 5 Event Sequence <u>1</u> <u>23</u> <u>23</u> <u>23</u> <u>23</u> Test Status: <u>28</u> Most Harmful Event <u>1</u> <u>24</u> Type of Test: <u>29</u> Driver Contributing Code <u>19</u> <u>25</u> <u>25</u> BAC Test Result: <u>30</u> 6 Driver Distracted by <u>99</u> <u>26</u> Susp. Alcohol: <u>2</u> <u>31</u> Susp. Drug: <u>2</u> <u>32</u> Towed from scene? <u>1</u> <u>33</u>
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Please fill out for operator and all occupants involved

Name (Last First Middle)	Address	DOB/Age	Sex	34 Seat Pos	35 Safety System	36 Airbag Status	37 Eject Code	38 Trap Code	39 Injury Status	40 Transp. Code	Medical Facility
Operator	See Above	XXXXXX	XXXX	<u>1</u>	<u>99</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>5</u>	<u>1</u>	

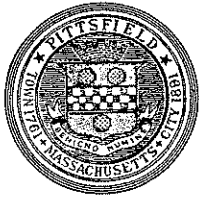
7

Please Select One of the Following: Vehicle 2 #Occupants Non-Motorist A Type 15 Action 16 Location 17 Condition 18 Hit/Run Moped

License # _____ St. <u>MA</u> DOB/Age <u>1943</u> Sex <u>F</u> Lic. Class <u>D</u> <u>19</u> <u>19</u> Lic. Restrictions <u>B</u> <u>20</u> CDL Endorsement _____ 8 Operator <u>PODOL, JOANNE C</u> Address <u>47 WAVERLY ST</u> City <u>PITTSFIELD</u> State <u>MA</u> Zip <u>01201-7333</u> Insurance Company <u>COMMERCE INSURANCE</u>	Reg # <u>83CY55</u> Reg Type <u>PC</u> Reg State <u>MA</u> Veh Year <u>2011</u> Veh Make <u>TOYOTA</u> Veh Config. <u>1</u> <u>21</u> Owner <u>PODOL, PETER L</u> Address <u>47 WAVERLY ST</u> City <u>PITTSFIELD</u> State <u>MA</u> Zip <u>01201-7333</u> Vehicle Action Prior to Crash <u>1</u> <u>22</u> Damaged Area Code: <u>1</u> <u>27</u> <u>27</u> <u>27</u> 9 Event Sequence <u>1</u> <u>23</u> <u>23</u> <u>23</u> <u>23</u> Test Status: <u>28</u> Most Harmful Event <u>1</u> <u>24</u> Type of Test: <u>29</u> Driver Contributing Code <u>1</u> <u>25</u> <u>25</u> BAC Test Result: <u>30</u> 2 Driver Distracted by <u>0</u> <u>26</u> Susp. Alcohol: <u>2</u> <u>31</u> Susp. Drug: <u>2</u> <u>32</u> Towed from scene? <u>1</u> <u>33</u>
--	--

Please fill out for operator/non-motorist and all occupants involved

Name (Last First Middle)	Address	DOB/Age	Sex	34 Seat Pos	35 Safety System	36 Airbag Status	37 Eject Code	38 Trap Code	39 Injury Status	40 Transp. Code	Medical Facility
Operator/Non-Motorist	See Above	XXXXXX	XXXX	<u>1</u>	<u>99</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>4</u>	<u>2</u>	berkshire med center
MAX BECKWITH	155 DAWES AVE PITTSFIELD, MA 01201	XXXXXX 2003	<u>M</u>	<u>4</u>	<u>99</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>5</u>	<u>1</u>	
WILLIAM STJOHN	125 DAWES AVE PITTSFIELD, MA 01201	XXXXXX 2003	<u>M</u>	<u>6</u>	<u>99</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>5</u>	<u>1</u>	



City of Pittsfield

August 1 20 16

To the City Council of the City of Pittsfield:-

The undersigned respectfully

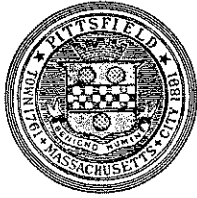
Requests that a No Parking sign be installed in front of 169 First Street.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Kevin J. Morandi".

Kevin J. Morandi

City Councilor – Ward 2



City of Pittsfield

August 1 20 16

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Requests that the city's Public Health Director give an update on the recent Pittsfield walkability audit reports at the September 2016 meeting of the Public Health and Safety subcommittee.

Respectfully submitted,

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

Kevin J. Morandi

City Councilor – Ward 2



City of Pittsfield

August 3

2016

_____ 20 _____

To the City Council of the City of Pittsfield:-

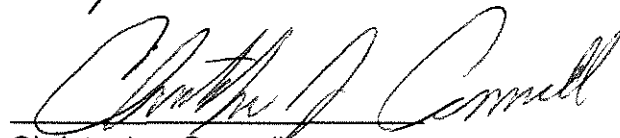
The undersigned respectfully

requests installation of two parking spaces in front of 122 North Street, one of which should be designated as a handicapped space. These spaces will replace the loading zone spaces that were previously used by the former tenant at that location.

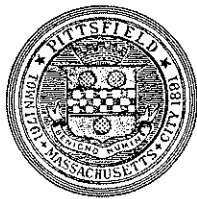
Respectfully submitted,



Anthony Simonelli
Ward 7 Councilor



Christopher Connell
Ward 4 Councilor



City of Pittsfield

August 2

2016

_____ 20 _____

To the City Council of the City of Pittsfield:-

The undersigned respectfully

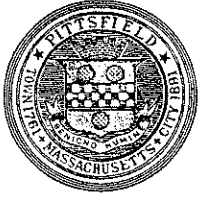
requests representatives of Waterstone Retail Development, LLC hold a public input session at the September 13, 2016 City Council to meeting to discuss the proposed project on the PEDDA site and allow members of the public to express their opinions on it.

Many people were not able to attend the previous input session held by Waterstone, and this will allow them to be informed and to ask questions early in the process.

Respectfully submitted,

Melissa Mazzeo

Melissa Mazzeo
Councilor at Large



City of Pittsfield

JULY 27, 2016

To the City Council of the City of Pittsfield: —

The Committee on ORDINANCE AND RULES

to whom was referred the PETITION FROM COUNCILOR CONNELL REQUESTING INSTALLATION OF HANDICAPPED SPACES ON NORTH, SOUTH, TYLER, ELM AND WEST STREETS AT A RATIO OF ONE FOR EVERY TEN AVAILABLE PARKING SPACES.

having considered the same, report and recommend that IT BE APPROVED. 5-0.

Respectfully submitted,

Melissa Mazzeo

Chairman



City of Pittsfield

June 8 20 16

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Requests that handicap parking spaces on North , South, Tyler, Elm, and West streets be installed on a ratio of one for ever ten parking spaces available.

Respectfully submitted

Christopher J. Connell
Pittsfield City Councilor

700 JEFFERSON ST
PITTSFIELD, MA
01201-2000

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 13, MOTOR VEHICLES AND TRAFFIC, ARTICLE V, STOPPING, STANDING AND PARKING GENERALLY

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

SECTION I

That the code of the City of Pittsfield, Chapter 13, Motor vehicles and traffic, Article V, Stopping, Standing and Parking generally be amended by adding the following: Article V, Section 13-50.2

The City Council shall, by order, determine and designate at least one handicap parking space for every ten parking spaces on North Street, South Street, Tyler Street, Elm Street and West Street.

SECTION II

This Ordinance shall take effect upon enactment

Approved as to Form and Legality,

City Solicitor



City of Pittsfield

JULY 27, 2016

To the City Council of the City of Pittsfield: —

The Committee on ORDINANCE AND RULES

to whom was referred the PETITION FROM PITTSFIELD RESIDENTS AN ORDINANCE REGARDING THE
DISPLAY OF NON-DOMESTICATED ANIMALS FOR ENTERTAINMENT.

having considered the same, report and recommend that THE PETITION BE APPROVED. 5-0.

Respectfully submitted,

Melissa Mazzucco

Chairman



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD,
CHAPTER 2 ½, ANIMALS AND FOUL

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

Section I

That the Code of the City of Pittsfield, Chapter 2 ½, Animals and Foul be amended by adding the following:

Article IV, Non-Domesticated Animals

Sec. 2 ½ -36 Display of Non-domesticated Animals for Entertainment

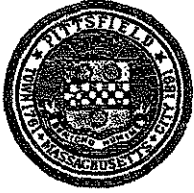
- (a) No living non domesticated animal shall be displayed for public entertainment or amusement in circuses, carnivals, traveling events or other similar entities on property owned by the City of Pittsfield, city owned property under lease, or private property. As used in this paragraph, “displayed” shall include, but is not limited to animal acts, performances, competition, and rides.
- (b) This article shall not apply to domestic animals including, but no limited to, dogs, cats, horses, donkeys, and farm animals.
- (c) This Section 2 ½ -36 shall not apply to educational exhibits.

Section II

This ordinance shall become effective upon enactment.

Approved as to Form and Legality,

City Solicitor



City of Pittsfield

May 9 20 16

To the City Council of the City of Pittsfield:-

The undersigned respectfully

ORDINANCE LANGUAGE - "Display of Non-domesticated Animals for Entertainment"

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(b) This article shall not apply to domestic animals including, but not limited to, dogs, cats, horses, donkeys and farm animals.

(c) This shall not apply to exhibits deemed educational by the MSPCA.

Janel Stewart 448 Tyler St., Pittsfield

Virginia Mearns 26 ~~Pittsfield~~ Spaulding, Pittsfield

Jeff Reynolds 626 Holmes Road, Pittsfield MA 01201

Bennett Seidman 41 Putnam Ave. Pittsfield, MA 01201

Ali Haas, 114 Elberon Ave, Pittsfield, MA 01201

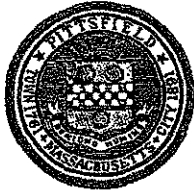
Meri Haas, 114 Elberon Ave Pittsfield, MA 01201

Ellen Rose Cunningham, 30A Wendell Ave. Pittsfield, MA 01201

Adelheid Franckes, 26 Birch Grove Dr., Pittsfield, MA 01201

W. William Stoll 16 1/2 DONOVAN ST, PITTSFIELD, MA 01201

Lester Luppino 33 Reuter Ave Pittsfield, MA



City of Pittsfield

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B. Pritchard 647 Elm St Pittsfield MA 01201-6555

John Han 601 Tamarack Rd. Pittsfield, MA 01201

Susan Hughes 760 South St. 01201

Yun Henry 82 Roselyn Dr. 01201

Kate not 12 Jackson St Pittsfield MA 01201

Timothy Wright 410 Montgomery Ave Pittsfield

Bob 23 LANEWOOD CIR. PITTSFIELD



City of Pittsfield

May 9 20 16

To the City Council of the City of Pittsfield:-

The undersigned respectfully

ORDINANCE LANGUAGE -

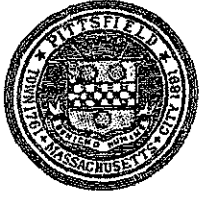
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(c) This shall not apply to exhibits deemed educational by the MSPCA.

<i>Sherill Gunnig</i>	<i>15 Mountainview Dr.</i>
<i>Donna Mahony</i>	<i>35 Guilford St.</i>
<i>Joseph Gagnier</i>	<i>3 DANIELS AVE EXT</i>
<i>Vanessa</i>	<i>5 Devils AVE EXT</i>
<i>Lucien Peppone</i>	<i>33 Reuter Ave</i>
<i>Sanna Metzloff</i>	<i>21 Pinto Drive</i>
<i>Edna Dugas</i>	<i>40 Walden Lane</i>
<i>Theresa Clark</i>	<i>23 Clinton Avenue</i>
<i>Rochelle Howe</i>	<i>35 Daytona ave</i>
<i>Brenda Kosier</i>	<i>26 Daytona Ave.</i>
<i>Al M...</i>	<i>25 Daytona Ave</i>



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Dan Scully 20 Paxton Ave Pittsfield
 Miranda DeFina 80 Dayance Ave Pittsfield
 Brian DeFina
 Donald L. Taylor 90 Orlando Ave Pittsfield
 Jani Swelli 47 Orlando Ave Pittsfield
 Mervine Green 15 Orlando Ave Pittsfield, MA
 Micah Green 15 Orlando Ave Pittsfield, MA
 Laura Elizabeth Nelson 117 Sadler Ave Apt 1 Pittsfield, MA 01201
 DAVID NELSON 117 Sadler Ave. Apt 1 Pittsfield, MA 01201
 Corey CAS 62 Sadler Ave Pittsfield, MA 01201
 Tammy Ives 62 Sadler Ave Pittsfield MA 01201



City of Pittsfield

May 9th 20 16

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(c) This shall not apply to exhibits deemed educational by the MSPCA.

- Terry Clark 23 Clinton Avenue
- Scott Plantier 23 CLINTON AVENUE
- John Curro 84 Elizabeth St
- Eric Fry 84 Elizabeth St
- Katrin Fry 84 Elizabeth St
- Debrah A. Rawson 28 Clinton Ave
- Courtney Schamp 15 Milan St
- Thasara Kelly 74 Danforth
- Danielle Jones 30 Duell St
- Rochelle A. Forewood 30 Duell St.



City of Pittsfield

May 9 20 14

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Lynn M. Browne LYNN M. BROWNE
Lynn M. Browne

MSPCA-Angell Lauds City of Cambridge for Banning Wild Animals from Circuses

Posted on Feb, 24, 2016 by Rob Halpin
Share This:

Momentum for Cruelty-Free Traveling Shows Builds Across the Commonwealth

BOSTON, Feb. 24, 2016 – The MSPCA-Angell today commended the Cambridge City Council for adding its name to a growing list of Massachusetts cities and towns that have banned the display of exotic animals in circuses. The Council’s vote Monday night ensures Cambridge will not play a role in supporting acts that force wild animals to live a life in captivity, suffering in stressful, substandard and unnatural conditions.

Cambridge joins Somerville, Plymouth, Weymouth, Revere, Quincy, Braintree and Provincetown—all of which have adopted similar ordinances to ban wild animal displays.

Cruel and Unusual Punishment

The MSPCA is opposed to wild animal performances in circuses. Circus animals—including elephants, tigers, bears and other exotic animals—are forced to perform tricks wholly inconsistent with their natural behaviors. When not performing, the animals are often kept chained or constrained in small cages. Moreover, they are often subjected to barbaric training methods, including electric prods and strikes from the elephant bullhook. Few legal protections exist for these animals.

Today’s announcement by Cambridge City Council members marks the latest step toward alleviating this suffering, according to Laura Hagen, Deputy Director of Advocacy for the MSPCA-Angell. “We’re grateful to the Cambridge City Council for prioritizing the safety of the public and of these long-suffering animals who should never be forced to perform complex, unnatural behaviors but instead should be protected and revered.”

Cambridge resident Sheila Lachs expressed her thanks to the Council for valuing the lives of exotic and wild animals. “I am proud to live in a city that has taken the strong stand that we will not allow animals who already suffer so much to be displayed for entertainment,” she said.

Delcianna Winders, Academic Fellow at Harvard Law School’s Animal Law & Policy Program said, “I’m proud to be part of a community that has taken a stand for the elephants, tigers, and other wild animals who endure hours and even days on end tightly chained or caged in transport and who are forced under the constant threat of punishment to perform tricks, and hope that other communities will follow in Cambridge’s footsteps.”



May 9, 2016

The Honorable Linda M. Tyler, Mayor of Pittsfield
and Members of the Pittsfield City Council
Allen Street
Pittsfield, MA 01201

Dear Mayor Tyler and Members of the Pittsfield City Council,

On behalf of Berkshire Voters for Animals, we are writing to ask your support for a local ordinance to ban exotic animals used in entertainment within the city limits. Such an ordinance addresses important issues such as public safety and animal abuse.

The safety of the public is at risk. Wild animals have escaped and caused property destruction, injuries, and even death to those near them. In 2015, a 65-year-old man was killed in Germany by an elephant who escaped from the circus. Another concern to the public is tuberculosis (TB) which is transmissible from elephants to humans. It is estimated that around 12% of Asian and 2% of African elephants in North America have TB.

Pittsfield will join the growing number of communities that are addressing this important issue. In Massachusetts, seven cities/towns have similar legislation: Braintree, Cambridge, Provincetown, Quincy, Revere, Somerville and Weymouth. Over 27 countries around the world have adopted national legislation prohibiting or restricting the use of wild and exotic animals in circuses, with hundreds of local bans in place worldwide.

Pittsfield should not condone animal abuse. Circus animals such as tigers, bears and elephants spend hours on end either chained, in small cages or crowded into trailers and train cars where temperatures can reach over 100°F. Investigations have documented abusive training methods where pain, punishment and fear are employed to force these wild animals to do unnatural and silly tricks. The tools of the trade include bullhooks, whips and electric prods which are used to hit, "hook" and shock animals.

We hope you will review the packet of additional information we have provided from Animal Defenders International (ADI). They provide the research and work with organizations across the globe to help pass legislation to protect animals in entertainment and other industries. Feel free to contact one of the following Berkshire Voters for Animals members for any questions or concerns you may have.

Regards,

A handwritten signature in cursive script that reads "Leslie Luppino".

Leslie Luppino 329-1483

A handwritten signature in cursive script that reads "Rochelle Howe".

Rochelle Howe 443-8706

A handwritten signature in cursive script that reads "Terry Carlo".

Terry Carlo 442-3749



Policy Briefing on Wild Animals in Traveling Circuses

Animal Defenders International (ADI) encourages the city of Pittsfield, Massachusetts to consider restrictions on the use of performing wild animals in traveling circuses.

There is extensive evidence that due to the very nature of a *traveling* circus, deficits in welfare of animals and therefore suffering is almost inevitable. The need for facilities to be small, collapsible and mobile, the long, arduous journeys and extended periods inside vehicles contribute to welfare problems. The chronic stress that this causes has been observed and recorded in the abnormal behaviors of these animals.

Large cats such as lions and tigers spend between 75-99% of their time in cages on the backs of vehicles in severely restricted space, with cages barely larger than the animals themselves. Elephants spend 58-98% of their time chained by at least one leg, and more commonly both a front and a hind leg, only able to take one step forward or back.

These welfare deficits are then compounded by the need to control these large and potentially dangerous animals when they are brought in close proximity to the public, creating a serious threat to public safety.

For these reasons, we believe it is important to separate the issue of animals used in *traveling* shows from that of animals that are normally kept in a permanent facility, and are brought to a specific location to perform tricks.

We strongly recommend an ordinance that bans the exhibition of wild and exotic animals in traveling circuses on the basis of the evidence summarized below, which has prompted cities and counties in the US and abroad to restrict the use of all wild animals in traveling shows.

Introduction and Background

ADI has provided evidence to city and county authorities in the US and other countries to support the case for a ban on the use of animals in traveling circuses, on grounds of protection of the welfare of the animals and public health and safety.

The scientific evidence is clear – if an animal has no control over its environment, and cannot exercise its body and mind this can result in repetitive, abnormal behaviors. This indicates compromised welfare, and suffering.

In response to this evidence, action is being taken in the US and all over the world:

Local restrictions: More than 50 partial or full bans in cities and counties in 23 states in the US have restricted the use of animals in traveling shows including Southampton, New York, Green Bay, Wisconsin, Richmond, Missouri, Plymouth, Massachusetts and Ketchum, Idaho. These restrictions vary between full prohibition on performing animals, or wild animals, or specific species, or certain uses of animals or animal management practices (such as use of elephant hooks).

City and local government bans have been instituted on performing animals in traveling circuses in many countries around the world, including the UK (over 200), Australia Brazil, Chile, Argentina, Ireland, Spain, Canada, and others.

National restrictions on performing animals in travelling circuses, either wild or all animals, or in a handful of cases specific species, have been enacted in 31 countries – Austria, Belgium, Bolivia, Bosnia and Herzegovina, Bulgaria, Colombia, Costa Rica, Croatia, Cyprus, Czech Republic, Denmark, Ecuador, El Salvador, Estonia, Finland, Greece, Hungary, India, Israel, Malta, Mexico, Panama, Paraguay, Peru, Poland, Portugal, Singapore, Slovenia, Sweden, Taiwan, The Netherlands. Similar laws are under discussion in the UK, USA, Brazil and Chile.

Effects of Travel and Confinement

ADI's studies of the use of animals in traveling circuses over the past twenty years has used long-term observations and undercover footage of animal care practices, combined with research and examination of the scientific evidence of suffering during transport and captivity (both behavior and biochemical changes).

This evidence has shown that animals suffer deprived and restricted environments in traveling circuses:

Extended periods of time in vehicles and temporary facilities causes chronic stress. Studies have shown that during transport, animals suffer increased heart rate, raised hormone levels, lowered immunity to disease, weight loss, aggression and stereotypic behaviors. We have found no evidence that familiarity with transport can necessarily ease stress; in fact the opposite may be true.

In addition to the long and arduous journeys, animals remain in vehicles for excessive periods of time before and after travel. The animals are typically loaded before the circus is dismantled, and then afterwards remain in vehicles until the circus is set up at the next location, which can be the next morning or even afternoon. For example, observations found elephants in a trailer for 19½ hours for a 5-hour journey and a sick elephant in her trailer for nearly 18 hours for a 45-minute journey.

Inappropriate social groupings have a negative effect on animals. This includes solitary animals forced to live alongside other animals; herding or family-living animals forced to live alone; and prey animals kept in close proximity to predators:

- Isolation or separation from companions leads to complex changes in behavior, including a decreased interest in surroundings, apathy, stereotypies, increased heart rate, vocalizations and higher levels of physiological stress.
- Animals forced to live in close proximity with one another show a greater frequency of fighting and competitive behaviors and a greater incidence of stereotypies.
- Different species mixed or forced to live in close proximity to one another exhibit avoidance behaviors, increases in heart rate, greater expenditure of time in a state of alertness and other indicators of physiological stress.
- In the presence of predators, prey species show anxiety behaviors, changes in nervous systems, suppression of feeding and grooming behaviors.

Deprived environments: Bare boards and bars, empty or poor temporary enclosures and tents; lightweight, portable facilities with little to no environmental enrichment, results in the abnormal behaviors which indicate that the animal is not coping with its environment.

Violence in the Circus

The tricks that these animals are forced to perform require extreme physical coercion and violence. Investigations and undercover footage reveal that training is by use of bullhooks, (a heavy bar with a sharpened point and hook), stun guns, metal bars, whips, deprivation of food and water and intimidation. Wild animals are large and potentially dangerous. Unlike domesticated species such as horses and dogs, their behavior has not been modified for compliance over thousands of years, they remain wild. Their wild nature is in conflict with their captive environment and their captors and this contributes to the escalation of the levels of force and violence. It also means that these animals are less predictable and more dangerous in public.

Excessive force and abuse commonly occurs at flashpoints during the day. These animals do not want to perform. Violence occurs most frequently when workers are stressed, such as when moving animals quickly across open ground or moving unwilling animals into the ring to get to performance on time. Often, poorly paid circus workers who lack expertise about the species they are handling resort to screaming, punching, kicking and beating animals. Sometimes this occurs when they simply don't understand what the animal is feeling.

The training sessions frequently shown to the media when the circus is on the road are simply reinforcement and rehearsals; the animals are plodding through well-worn movements. The real training goes on behind the scenes out of the public eye, and has only been exposed by undercover investigations by ADI and other groups.

Primates are taken away from their mothers at an early age to ensure emotional and physical dependence upon humans – as they get older and more dangerous, punishments can be severe; lions, tigers and other large cats are clubbed, whipped, jabbed with metal poles (including tent poles) and screamed at to ensure compliance. Elephant calves begin training at an early age, when they are taken away from their mothers and subjected to a regimen that includes being bound with ropes, chained, and jabbed and struck with a bullhook.

ADI's studies have revealed that the culture of violence in traveling circuses is related to the need for direct and very close control over the animals, because they are held in lightweight, temporary facilities in public areas. It has been noted that the level of violence appears to correlate with perceived danger, with the level of aggression vastly increased for lions, tigers and other large cats, elephants and stubborn exotics like camels.

Given the relatively small number of animal circuses in the US, and indeed worldwide (as compared to zoos or other wild animal exhibits), the number of incidents of violent abuse to animal numbers that has been caught on film is staggering. Such prevalence cannot be dismissed as being related to just certain individuals; it is inevitable due to the nature of the husbandry, casual, low-paid workers with no understanding of the animals, requirements for close control, training, and the type of tricks taught.

Safety, Health and Oversight

Traveling circuses pose a serious threat to public safety.

Keeping wild animals confined under duress in dangerously close proximity to the public in lightweight, temporary enclosures has proven disastrous. Circus workers, and members of the public, including children, have been killed and maimed by circus animals, and lions, tigers and elephants have all escaped.

Diseased animals pose public health risk at traveling circuses.

An estimated twelve percent of captive elephants in North America are infected with tuberculosis (TB), a contagious disease that can be passed from elephants to humans. Documented cases have confirmed transmission of TB from elephants to humans.

Difficulties for animal welfare inspections:

The transient nature of traveling circuses, where both animals and their handlers constantly change, combined with continuous travel across the country, makes law enforcement difficult. Local animal control officers are frequently faced with attempting to protect the welfare of species with which they are unfamiliar. Standards are difficult to enforce in these circumstances. Gathering evidence of compliance with local restrictions can be difficult and often a circus has moved on before action can be taken. Costly oversight arrangements cannot prevent accidents and physical abuse, or protect wild animals traveling for months on end in small, temporary facilities.

Economic impacts of a prohibition within Pittsfield

Local oversight costs:

The Town issues permits for "performance related activities" involving wild animals which may have associated fees to cover the costs of issuing and enforcing the permits. Even if the fees recover all the fiscal costs, a ban on exotic animals in traveling circuses would provide a benefit in terms of human resources, in that Animal Control officers' time would be freed up for other responsibilities.

Constituents want to see wild animals protected:

Circuses, like all American businesses, have to change with the times to stay relevant and profitable. An educated public prefers to see humane entertainment and human only circuses are thriving. Take for example *Cirque du Soleil*, which has grown from one show in 1990 to 19 shows performing now in 271

cities, with eight separate shows on stages right now in Las Vegas alone, and generating an estimated annual revenue exceeding \$810 million. In sharp contrast, Piccadilly Circus, a traveling circus that still uses wild animals, recently canceled shows across Southern California due to poor ticket sales.

There is a growing public concern about the treatment of wild and exotic animals abused in traveling circuses:

This is evidenced by the thousands of letters generated to the USDA, Congress, and the President, requesting urgent action be taken to ban these traveling shows.

The show, and jobs, will go on:

Research into working practices at circuses show that most circus workers have multiple roles, and staff could be retrained as the circus evolves away from exotic animal acts so jobs are not lost. Circus Vargas removed their animal acts and the business continues, as it can for any circuses traveling in the U.S. that wants to keep pace with their patrons' growing preference for cruelty free entertainment.

ADI observations of the Ringlings show in Los Angeles in 2012 revealed that wild animals formed just 13 minutes of the two hour show.

Summary

Keeping elephants in chains, confining wild animals like lions and tigers in small cages and forcing them to perform unnatural tricks for the sole purpose of human entertainment are increasingly difficult to justify in our advanced society.

Allowing performing wild animals to be in close proximity to the public in Pittsfield presents an unnecessary risk to public safety, on the grounds that circuses have inadequate control of animals that are by nature, wild and unpredictable and are kept in insecure and temporary facilities. The chronic stress and violent subjugation of the natural desires and behaviors of these animals make an attack or escape inevitable – as evidenced by the many incidents seen around the country.

ADI respectfully requests that Pittsfield bans performing wild animals in traveling circuses from the city's jurisdiction.

We would be pleased to provide further evidence to assist the Pittsfield City Council in making this decision.

We have included suggestions for suitable language, overleaf.

**Animal Defenders International
6100 Wilshire Blvd., #1150
Los Angeles, CA 90048.
Tel: 323 935 2234**

Language

It is respectfully suggested that the following language could form the basis of a local policy or ordinance, on the use of wild animals in traveling circuses:

“Exotic or wild (non-domestic) animals may not be used in a performing animal act if the animal is part of a traveling exhibition or show living in a mobile housing facility. An animal is deemed to be part of a traveling exhibition or show if, during the 15-day period* preceding such participation, such animal was traveling in a mobile housing facility.

This restriction shall not apply to the use of an exotic or wild animal used–

- (a) In an exhibition at a non-mobile, permanent institution or facility, including an accredited zoo or aquarium;***
- (b) As part of an outreach program for educational or conservation purposes by an accredited zoo or aquarium, if the animal used for such purposes is not kept in a mobile housing facility for more than 12 hours a day;***
- (c) By a university, college, laboratory, or other research facility registered under the Animal Welfare Act***
- (d) In film, television or advertising if such use does not involve a live public exhibition; or***
- (e) In a rodeo”***

***15-day period:**

A 15-day period is recommended as it provides a reasonable limitation to ensure that the policy restriction covers only those shows that are constantly traveling, and not other performing animal suppliers. It also ensures a reasonable rest period for animals with traveling shows.



Kindness and Care for Animals®

May 2016

The MSPCA is opposed to wild animals in circuses and traveling wild animal acts because of the suffering they cause to the animals and because of the false picture given of the animals displayed. The municipalities of Quincy, Revere, Braintree, Weymouth, Provincetown, Somerville, Plymouth, and Cambridge, MA, have all passed ordinances prohibiting circuses within their boundaries.

The inherent cruelty of traveling almost every week a year, forced separation of herds and babies, being chained while not performing, restrictive caging, and coercive training methods are just a few of the reasons why the MSPCA opposes the use of wild animals in circuses.

Why are we concerned about wild animals in circuses?

Few legal protections exist for animals displayed in circuses. On the federal level, the Animal Welfare Act (AWA) requires only the most minimum standards of care and treatment be provided to warm-blooded animals traveling with circuses. However, violations of the AWA are an everyday occurrence in circuses. In fact, the U.S. Office of the Inspector General has identified U.S. Department of Agriculture's (USDA) failure to adequately enforce the AWA.

Animals in circuses spend up to 11 months of the year traveling. For thousands of hours and over long distances, they may be chained, transported in vehicles that lack climate control, and forced to stand or lie in their own waste.

Performing animals such as elephants, lions, and tigers endure years of physical and psychological suffering in traveling acts. The tricks that animals are forced to perform night after night are frightening, unnatural, and even painful. Standard circus industry practice is to use bullhooks and other objects to poke, prod, strike, shock, and hit animals in order to "train" them — all for a few moments of human amusement.

Sometimes the animals respond aggressively to this abuse, injuring their handlers, trainers, and even the public. They occasionally escape from their train cars or their temporary enclosures, risking potentially fatal traffic accidents and injuries to themselves and others. For a list of circus animal incidents, see [Born Free USA's website](#). There has not yet been a recorded incident in Massachusetts, but there is no reason it couldn't happen here. Undoubtedly, the problems that lead to these incidents happen everywhere.

Circuses using animals often boast that they are working to conserve endangered species in the wild and are educating the public about these animals. There is far more money to be made in breeding endangered animals for public display and performance than in addressing the real issues, such as habitat degradation, that threaten wild populations. Endangered animals born in circus "conservation" programs have never been released into the wild.

What is the Massachusetts connection?

Circuses and traveling shows are regulated under the federal AWA, which requires only the most minimum of standards; there is simply not a lot asked of exhibitors when it comes to wild animals in circuses and unfortunately those circuses performing in Massachusetts have repeatedly been cited by the USDA for failing to meet these minimum standards.

Circuses regularly performing in Massachusetts have been cited and fined by the United States Department of Agriculture (USDA) for violations of the AWA. Violations have occurred in Massachusetts and in neighboring states of New York and Connecticut, as well as in myriad other states around the country.

The bottom line: abuse of wild animals in circuses and exhibitors' routine failure to meet standards does not stop simply because the exhibitors cross a state line into Massachusetts – by any logic, abuses occurring next door to, or anywhere outside of the Commonwealth, also occur here.

Below is a summary of recent violations or admissions of violations at circuses that have recently performed in Massachusetts.

A. Cole Bros. Circus and Carson & Barnes Circus

Recent performances in the Commonwealth: 2014, 2013, 2012, 2011

Cole Bros. Circus declined renewal of its federal exhibitor's license in 2008 after the USDA filed formal charges of federal Animal Welfare Act violations against them for abuse of elephants with bullhooks, and after repeated citations by the USDA for failure to provide appropriate care. Therefore, Cole Bros. is not currently subject to citations in its own name. However, Cole Bros. still performs by contracting with other exhibitors and leasing animals for its shows. Those exhibitors, including Carson & Barnes Circus ("Carson & Barnes") have been cited for violating the Animal Welfare Act.

It is of note that since 2011, Cole Bros. Circus has been ordered to pay over \$160,000 in fines to settle violations of the federal Animal Welfare Act. As recently as 2012, Carson & Barnes paid a penalty to settle numerous violations of the federal Animal Welfare Act—including violations relating to failure to keep wild animals adequately separated from the public, and failure to have large wild animals under the direct control and supervision of knowledgeable and experienced animal handlers.

Carson & Barnes' (operating as Cole Bros.) abuse of an elephant with a bullhook was videotaped by a spectator in Lanesboro, Massachusetts in 2011. Two weeks later, Carson & Barnes (operating as Cole Bros.) was cited by the USDA in Connecticut for use of excessive force with a bullhook.

- In April 2015, the USDA issued a formal complaint asserting violations of the AWA. The complaint alleges that the circus "fail[ed] to handle three elephants as carefully as possible in a manner that would not cause them trauma, behavioral stress, physical harm, or unnecessary discomfort."¹ On the way to their pen during the circus, the elephants became stressed by excessive noise from the circus and suffered minor injuries trying to get away. Furthermore, the circus allowed the elephants to come into

extremely close contact with the public where people were photographed standing in “direct proximity to the elephants while the elephants drank water.”

- In June 2011, a man and his son stopped near a parking lot where Cole Bros. was set up in **Lanesboro, Massachusetts**, and videotaped the elephants, just for fun. They witnessed a handler yelling at the elephants before striking one of them with “something that looked like a club,” producing a clearly audible “whack” sound. The same handler then took a step back and swung the device as if it were a baseball bat, striking the elephant two more times. “This was not an ‘attention getter,’” the father explained. “This worker reared back and swung the club with all his might, twice. You could hear the ‘whack’ as his club struck the elephant.” Video footage is available here: <http://www.youtube.com/watch?v=jln82TqSP2M>
- Following, and in response to the Lanesboro incident, the USDA inspected Carson & Barnes at a show in **Meriden, CT**. The USDA cited Carson & Barnes, performing as Cole Bros. Circus, for direct noncompliance with the federal Animal Welfare Act when a female handler was observed using excessive force with the bullhook against an elephant on several occasions. The USDA inspector noted that the female employee, who performs in the show, had virtually no elephant handling experience.
- In January 2015, a USDA inspector found that elephant “Nina” (the same elephant filmed in the Lanesboro, MA incident) had lost 500 pounds in 7-8 months – and characterized the weight loss as “significant.”ⁱⁱ The report also found broadly that Carson & Barnes is not “utilizing an effective mechanism to identify, convey, or document treatment of veterinary problems” with some animals. This included a pygmy hippo named “Katie” who died in November 2014. The USDA noted that Katie was not doing well earlier that year due to potential dental disease. While treatment was prescribed, the USDA noted that no records showed that the treatment was ever administered. A necropsy showed that she was suffering from chronic disease and there was no documentation that Carson & Barnes neither made, nor reported to a veterinarian, any observations of her condition while her health was declining.
- In June and October 2011, the USDA cited Carson & Barnes with a direct violation of the AWA for failure to have an experienced animal handler in direct control of a dangerous animal during public exhibition. In June, the USDA cited Carson & Barnes (performing as Cole Bros.) with a direct noncompliance of the AWA after an inspector observed a handler talking on his phone and walking away from an elephant while one adult and six children sat on the elephant’s back during a ride.ⁱⁱⁱ The USDA found “the elephant could have left the areas...with the public on board.” The circus was also cited for direct noncompliance after a female handler was observed using excessive force with a bullhook against an elephant on several occasions. In October, the inspector noted that the handler’s actions allowed “for the risk of serious injury to members of the public.”
- In April 2010, an elephant (leased from Carson & Barnes to perform with Cole Bros.) escaped in Lynchburg, VA. She ran directly past a line of people waiting to buy tickets, sending some running toward the parking lot. The elephant injured her shoulder and broke a toenail when she slid in the mud and fell into a steep ravine. She was on the loose for approximately 30 minutes before being recaptured.
- In June 2005, a U.S. District Court judge who viewed videotape of Carson & Barnes’ animal care director Tim Frisco beating elephants with bullhooks and shocking them with electric prods, described it as “troubling,” and noted that it depicts conduct violating the Animal Welfare Act.

B. Piccadilly Circus

Recent performances in the Commonwealth: 2014, 2013, 2012, 2011

Piccadilly Circus does not possess its own USDA exhibitor license. Therefore, Piccadilly is not subject to citations in its own name. However, Piccadilly contracts with exhibitors and leases animals for its shows. Those exhibitors have been cited for violating the Animal Welfare Act, including excessive use of the bullhook and failing to provide adequate veterinary care.

While the abuse detailed below did not occur in the Commonwealth, it is reasonable to conclude that these practices do not stop when the circus hits the Commonwealth's borders, but rather that they continue while Piccadilly Circus is in our state.

- In December 2013, the general manager of Piccadilly Circus, USDA licensee Zachary Garden, was observed punching an elephant and beating an elephant with a shovel at a performance. The eyewitness circus worker described that Garden punched an elephant twice on his or her side, and then beat the same elephant with a shovel after an evening show. The witness reported that Garden hit the elephant with the shovel at least three times with such force that the elephant screamed with each blow.
- In April 2013, the USDA reported that a female sheep was given no veterinary care for a fractured leg.^{iv} The USDA found that Piccadilly staff failed to seek treatment, "leaving her to suffer." The inspection report further detailed that the ewe was being kept in overcrowded conditions, leaving her at risk for re-injury.
- In October 2012, the USDA cited the Franzen Bros., which was traveling with Piccadilly in Florida as its elephant exhibitor, for striking an elephant forcefully with a bullhook at least five times about the eyes and ears to "teach" her not to take another elephant's hay.
- In August 2012, Fort Wayne, Indiana Animal Care & Control took a complaint from a witness who observed an elephant being repeatedly beaten with a baton. Animal Care & Control confirmed this during interviews with Brian Franzen, the circus manager, and the elephant handler - with each admitting that the incident took place. During an interview, Brian Franzen stated that the elephant had an "attitude," had put a hole in the trailer, and was chained on a "time out" after she stole food from another elephant. According to Animal Care & Control, the elephant handler was unable to control the elephant, so he struck her with a bullhook on her face and trunk. According to the witness, the beating took place after the elephant lunged at the handler.

C. Feld Entertainment, parent company of Ringling Brothers and Barnum & Bailey Circus

Recent Performances in the Commonwealth: 2015, 2013, 2012, 2011

The below statements, taken under oath, demonstrate a pattern of institutional use of the bullhook by Ringling to strike and hit elephants to a degree that causes puncture wounds, "hook boils" – infections caused by bullhook wounds, and sometimes bleeding.

Ringling performs annually in multiple Massachusetts locations. As the below practices are routinely used by Ringling as part of their traveling show, and have been demonstrated to occur in a number of states including our neighbor state of New York, it is reasonable to conclude that

these practices do not stop when the circus hits the Commonwealth's borders, but rather that they continue while Ringling is in our state.

- Kenneth Feld, CEO and President of Feld Entertainment Inc., admitted under oath that he has seen “all” of his elephant handlers strike and hit elephants using both ends of a bullhook.”^v
- Ringling Bros. elephant trainer Robert Ridley – who still works for the company – has handled elephants for the circus for over 40 years and testified that 3-4 times monthly he sees “puncture wounds” on Ringling Bros. elephants caused by bullhooks and sees “hook boils” – infections caused by bullhook wounds – on average twice weekly.^{vi}
- Ringling Bros. elephant trainer Gary Jacobson (who was responsible for training all of Ringling’s baby elephants) testified that he uses the bullhook to “hit” the babies to make them do as he wishes.^{vii}
- An internal Ringling Bros. memorandum from its animal behaviorist recounted that an elephant was “dripping blood all over the arena floor” after being struck with a bullhook several times during a show.”^{viii}
- In an internal email, a Ringling Bros. veterinary assistant reported seeing multiple visible abrasions and lacerations on elephants from hooks after their morning baths. The lacerations were so apparent that two members of the public at an open house asked the vet assistant where they were from.^{ix}
- In 2013, an event manager for a circus venue in New York provided a sworn affidavit detailing violent abuse with a bullhook backstage at the Ringling Bros. Circus. Specifically, she

“saw a Ringling handler repeatedly hitting the first elephant in line on her legs and shoulders with a long rod with a metal hook at the end. The handler proceeded to put the metal hook inside the elephant’s mouth and yank her repeatedly with full force. As she was being beaten, the elephant made grunting and wailing noises and other noises that sounded as if she was in distress. As the rod and hook made contact with her body, the blows made audible ‘whack’ noises...The handler alternated hitting the elephant with the sharp metal hook on her shoulder and hooking and yanking her inside her mouth for several minutes before the elephant finally submitted and proceeded to walk forward with the rest of the group.”

The employee was so upset by what she saw, she refused to work the six remaining Ringling shows in New York, forfeiting her wages for the week.^x

- In a sworn affidavit in 2012, a Colorado Springs, a security guard reported bullhook abuse of a chained elephant during Ringling’s stint there. The security guard witnessed a young animal attendant, who had previously disclosed to the witness that he had no training in animal handling,

“strike an elephant on her rear leg at least six times with such force and viciousness that each blow to her leg made loud ‘whacks’ in an apparent effort to get her to move so he could scoop up manure...He hit the elephant full force without warning, while her back was turned to him, and while she was restrained by chains. She immediately moved, and appeared startled and fearful, but the attendant continued to hit the elephant with the long rod even after she moved.”

The security guard went on to testify that “The ease with which he hit the elephant so excessively and violently gave the impression that it was not the first time he hit an elephant in this manner.” The instrument used to strike the elephant appeared to be a bullhook and the Ringling attendant was the only person on duty all night long.^{xi}

It is of note that Feld Entertainment was ordered to pay \$270,000 by the USDA – the largest civil penalty ever assessed against an exhibitor under the Animal Welfare Act for dozens of violations dating from June 2007 to August 2011^{xii}.

In 2015, Ringling Bros. announced their plan to phase elephants out of their circuses by 2018, citing the public’s attitude towards the performing animals as the reason for the change. While this decision was applauded by animal protection advocates around the state, it is obvious that this bill is imperative to preventing animal cruelty from entering Massachusetts in circuses and other performing animal groups.

Currently, seven cities and towns in Massachusetts have already passed similar ordinances and others have bullhook bans or bans on wild animals in circuses in front of their local decision-makers.

ⁱ United States Department of Agriculture. Compl. AWA Docket No. 15-01030; Carson and Barnes Circus Co. d/b/a Carson and Barnes Circus and Hanneford Circus. April, 2015.

ⁱⁱ U.S. Department of Agriculture. Inspection Report, Carson & Barnes Circus. Jan. 2015.

ⁱⁱⁱ U.S. Department of Agriculture. Citation and Notice of Penalty, Carson and Barnes Circus. July 26, 2012.
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^{iv} U.S. Department of Agriculture. Inspection Report, Piccadilly Circus. April 2013.

^v Kenneth Feld, CEO of Feld Entertainment, parent company that owns Ringling Brothers., Trial Tr. 43:9-43:16, March 3, 2009 pm.

^{vi} Robert Ridley deposition at line 55, page 55 also recited Kenneth Feld, CEO of Feld Entertainment, parent company that owns Ringling Brothers, Trial Tr. 50:16-51:2, March 3, 2009 pm.

^{vii} Gary Jacobson, manager of general manager for Ringling Bros. Center for Elephant Conservation, Trial Tr. 43:13-44:14 March 9, 2009

^{viii} <http://c206728.r28.cf1.rackcdn.com/Plaintiffs-Will-Call-Exhibit-9.pdf>

^{ix} <http://c206728.r28.cf1.rackcdn.com/Plaintiffs-Will-Call-Exhibit-11.pdf>

^x Affidavit of Michelle Comodo, State of New York, March 20 2013; copy available upon request

^{xi} Affidavit of Darren J. Sparks, State of Colorado, March 14, 2012; copy available upon request.

^{xii} <http://usda.gov/wps/portal/usda/usdamediafb?contentid=2011/11/0494.xml&printable=true&contentidonly=true>

Wild Animals in Traveling Circuses

Background Briefing for
Local Elected Representatives and Officials



Animal Welfare in U.S. Traveling Circuses

The welfare of an animal can be assessed by whether it has control over its environment and can move about to exercise its body and mind. The 'Five Freedoms'¹ defines good animal welfare as: freedom from hunger and thirst; freedom from discomfort; freedom from pain, injury or disease; freedom to express normal behaviors; freedom from fear and distress.

Many wild/exotic (non-domestic) animals studied in U.S. traveling circuses by ADI endure restrictions on most, and sometimes all, of these basic freedoms. A worldwide study of traveling circus practices shows²:

- Tigers and lions spend between 75% and 99% of their time in severely cramped cages on the backs of trailers.
- Elephants spend 58% to 98% of their time chained by at least one leg, and generally, both a front and hind leg.

In the U.S., wild animals in traveling circuses endure confinement, physical and social deprivation, long, arduous journeys, brutal control methods and physical violence. Studies have shown²:

- Severe confinement, lack of free exercise and restriction of natural behaviors causes suffering among all species observed including elephants, tigers, monkeys and ponies.
- It is known that restriction of ability to move around and existing in deprived and barren environments causes mental suffering to animals; this oftentimes results in abnormal, stereotypic behaviors that indicate that the animal is unable to cope with its environment.

LD 17



Action Request

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- An educated public prefers humane entertainment without wild animal acts.
- A restriction on use of wild animals in traveling circuses lowers costs and animal-related accidents.

Cities around the world have recognized the importance of protecting both wild animals, and the public:

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Prohibitions have been instituted on performing animals in traveling circuses in many cities and districts around the world, including in the UK (over 200), Australia, Brazil (8 districts, 4 states), Chile, Argentina (20 cities), Ireland, Spain, Canada, and elsewhere.

National measures to prohibit the use of wild animals, or selected species/uses, have been adopted in 27 countries around the world, including: Austria, Belgium, Bolivia, Colombia, Costa Rica, Czech Republic, Denmark, India, Israel, Malta, Peru, Portugal, Singapore, Slovakia, Sweden and Taiwan. Similar laws are being discussed in: Brazil, Chile, Mexico, Netherlands, Norway, Uruguay, UK and US. (see separate list).

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Wild Animals in Traveling Circuses

Effects of Captivity & Transport



Effects of Captivity & Transport on Wild Animals

When animals need to adapt to both accommodation and husbandry practices for the traveling environment a number of issues and challenges arise. While attempts may be made to manage these challenges, we would submit that the practical difficulties they present are an integral part of the traveling circus environment and, therefore, cannot be completely eradicated. Wild and exotic (non-domestic) animals suffer serious problems.

Limited periods in the same location

The nature of the traveling circus is such that most of the year is spent on tour; this is the primary source of income. The Bailey Brothers Circus started one tour in Mexico before heading into the U.S. and did not return to their permanent quarters for almost eleven months. They took a six-week break before departing again. Generally, a circus will spend between a few days and two weeks at a particular location, sometimes longer.

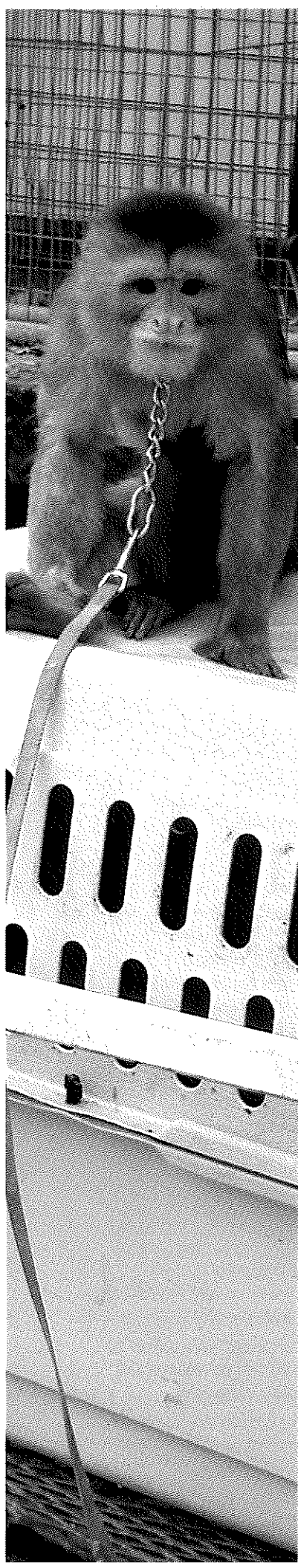
Portable accommodation

A circus needs to be able to set up and dismantle accommodation on a weekly basis – caging and fencing therefore, needs to be collapsible, small and lightweight. Thus, the very nature of the business sets restrictions on the animal facilities that can be provided.

Even if large transporters and complex enclosures were available, there would still be a cost to animal welfare; the animals would need to spend even longer waiting to be unloaded while more extensive and complex enclosures and caging are erected.

The character of a site (e.g., parking lots or industrial areas) can also have an impact on animal welfare. Animals tied on concrete or asphalt will suffer a poor environment, unnatural hard standing, lack of interest and stimulation. Busy downtown activity adds to the circus noise, lights, visitors and vehicles that can disturb animals attempting to rest.

LD.2.7



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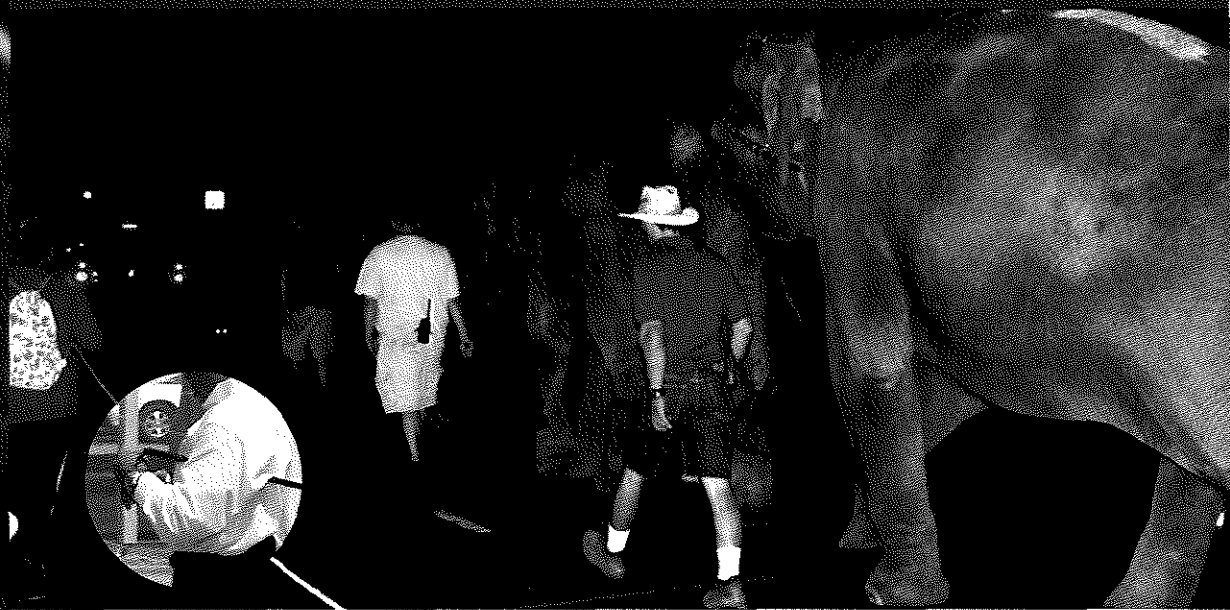
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Wild Animals in Traveling Circuses

Background Briefing for Local Elected Representatives and Officials



Animal Control and Violence Flashpoints

During an average performing week, usually twice a day, performing animals with traveling circuses will be moved from their living quarters or temporary enclosures to the circus ring to perform. This often entails moving large and potentially dangerous animals across open ground. They are often unwilling or distracted.

The transfer from the cage to the circus ring creates two factors that can result in animal suffering: Firstly, workers are under pressure to get the animals into the ring on time, and secondly, they need to keep the animals moving to prevent them identifying opportunities for escape. As a result, these workers (who are often untrained general hands, not animal presenters or trainers) may abuse the animals due to irritation, anxiety, stress and sometimes simply because they don't understand the species that they are handling¹.

Thus, large cats are usually chased down temporary cage tunneling using screaming and bars to bang on the tunneling; they are moved as quickly as possible in order to focus their attention. Groups of elephants are led (or chased) through the circus to get to the big top quickly, in order to minimize the risk of them being out in the open for too long and therefore given time to think. If there is a delay before going into the ring, they are often made to go over their tricks to keep their attention.

Although some animals that are well versed in their routine may appear calm, without close control and discipline, a minor event or the sight of something unusual can cause panic. Wild, non-domesticated animals traveling with circuses have not been bred over thousands of years for compliance and familiarity with humans; their wild nature can make them unpredictable. Thus, handlers shouting, banging bars, threatening, hitting and whipping the animals commonly accompanies animal movement around the circus.

The close proximity of large and dangerous animals to the public, and the temporary nature of the facilities holding them, means that these shows can never be entirely safe.

LO.3.7



A four month old white tiger cub being walked on a leash is struck hard in the face and reels back.

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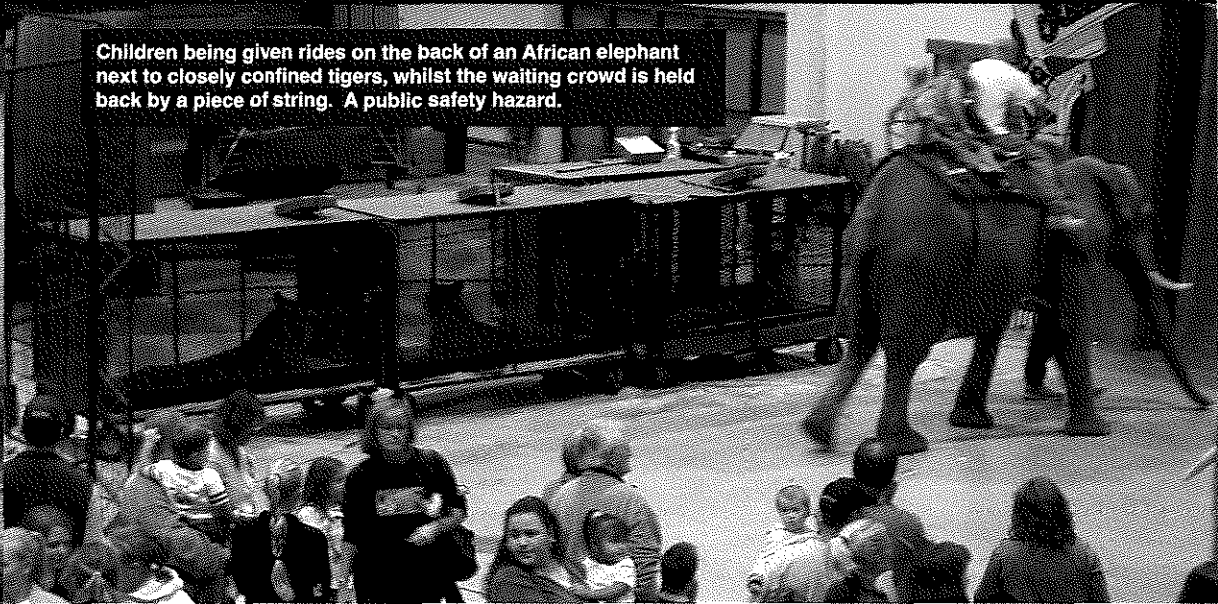


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Wild Animals in Traveling Circuses



Children being given rides on the back of an African elephant next to closely confined tigers, whilst the waiting crowd is held back by a piece of string. A public safety hazard.

Public Health and Safety

Disease

The spread of diseases between animals and people has been documented in scientific literature. A paper describes the transmission of Tuberculosis (TB) from elephants to humans: three elephants from an exotic animal farm in Illinois who were being used in a circus, died between 1994 and 1996, and were found to have TB. Of twenty-two handlers tested, eleven tested positive for TB, although the risk from human-to-human was thought to be unlikely due to the lack of a cough in the handler with active disease. However the three elephants that died *“had evidence of widespread pulmonary disease and, therefore, represented a greater risk for dissemination.”* The paper also discussed the problem that the real risk for transmission to the general public is poorly understood¹.

As one study showed, it is not always apparent when an elephant has TB. The authors said, *“most elephants with active TB have no clinical signs of disease”*. The study pointed out that the only officially recognized test for TB in elephants, trunk wash culture, has serious limitations².


Bearing this in mind, there is a clear case for concern about public health. It has been reported that there were 34 confirmed cases of tuberculosis in elephants in the U.S. population between 1994 and June 2005³.

Accidents and escapes

Circus workers and members of the public, including children, have been killed and maimed by circus animals. Lions, tigers and elephants have all escaped.

Common circus working practices increase the likelihood of such incidents by bringing

LD-4.7



These incidents highlight the danger to the public of using wild and exotic (non-domestic) animals in traveling circuses.

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3. http://www.elephantcase.org/protodoc_files/2005/Elephant%20Tuberculosis%20Research%20Workshop%20May%2005.pdf
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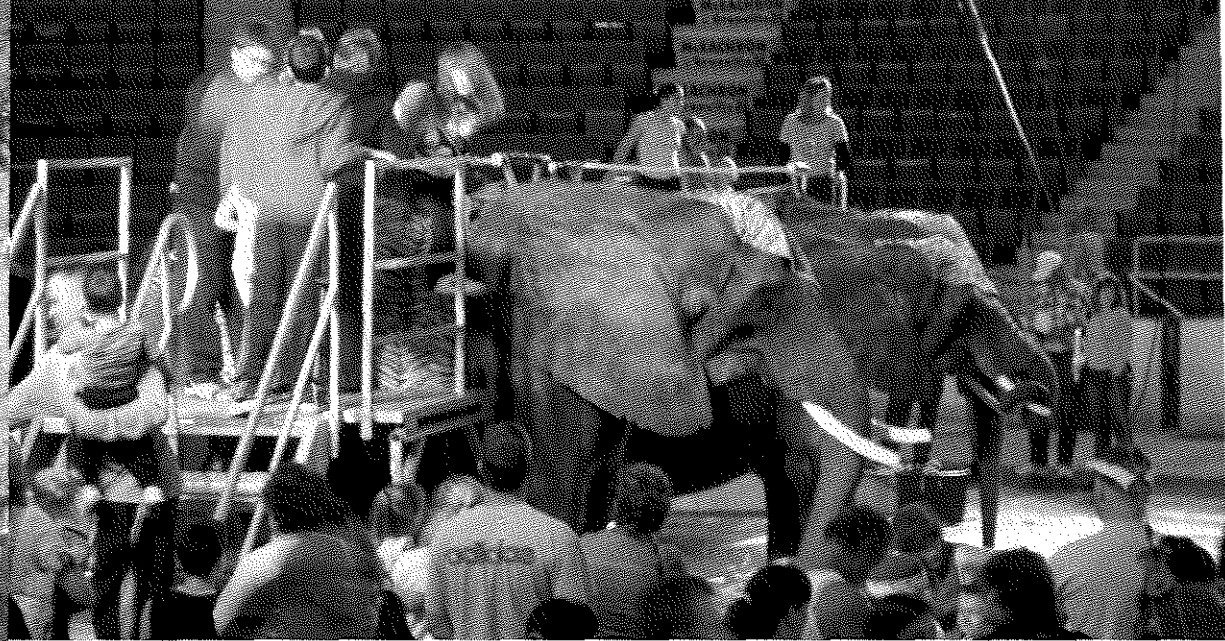


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6100 Wilshire Blvd, #1150
Los Angeles, CA 90048

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www.ad-international.org

Wild Animals in Travelling Circuses

Background Briefing for Local Elected Representatives and Officials



Public Health & Safety: Tuberculosis (TB)

The ability for certain diseases to cross the species barrier is determined by a number of factors which include the degree and amount of contact between the human and the infected animal. Although there are no direct confirmed cases of TB from a traveling circus, this does not mean that such transmission is not possible or that it has not occurred. As discussed below, it is possible for TB to be passed from elephants to humans, even without direct physical contact.

A recent Vanderbilt University article estimated that of approximately 500 captive elephants in North America, around 12 percent of Asian and 2 percent of African have a TB infection. The Vanderbilt website was discussing recent research findings that concerned an outbreak of TB in humans. One of the authors of the paper about an outbreak in 2009 said "*Ours is the first study to clearly document TB transmission from an elephant with TB disease to humans*" Another of the co-authors advised "*This study will be of great interest to the captive-elephant community, which includes zoos, circuses and private owners*"¹.

The paper describes the transmission of TB from elephants to administrative staff with no direct contact with elephants, at an elephant refuge. The problem of TB and its transmission between elephants and humans is complicated by the fact that "*no standard definition exists for latent TB in elephants, and no sound clinical criteria exist for diagnosing TB in elephants*".

The authors suggest that the transmission was aided by the practice of washing the elephant quarantine area with a high pressure washer on a daily basis, which would have resulted in a dense mist of moisture which could then drift to the administration block. The paper reported that "*All 3 administrators who worked in these areas had no direct contact with elephants, but their TST [tuberculin skin test] results converted*". The team

LO.5.7

Action Request

- Please restrict the use of exotic and non-domesticated animals in traveling circuses in your jurisdiction.
- This ordinance will protect the safety of workers and the public.
- A wild animal circus ordinance is the only and best way to protect animal welfare.
- The use of domesticated animals in traveling circuses will not be affected.
- An educated public prefers humane entertainment without wild animal acts.
- A restriction on use of wild animals in traveling circuses lowers costs and animal-related accidents.

Cities around the world have recognized the importance of protecting both wild animals, and the public:

In the United States, 45 cities/counties in 21 states have taken action to restrict wild animals from traveling circuses (see separate list).

Prohibitions have been instituted on performing animals in traveling circuses in many cities and districts around the world, including in the UK (over 200), Australia, Brazil (8 districts, 4 states), Chile, Argentina (20 cities), Ireland, Spain, Canada, and elsewhere.

National restrictions on performing animals in traveling circuses, either wild or all animals, have been enacted in 27 countries, including Austria, Belgium, Bolivia, Bosnia & Herzegovina, Colombia, Costa Rica, Croatia, Cyprus, Czech Republic, Denmark, Ecuador, El Salvador, Estonia, Finland, Greece, Hungary, India, Israel, Panama, Paraguay, Peru, Poland, Portugal, Singapore, Slovenia, Sweden, and Taiwan and similar laws are being discussed in Brazil, Chile, Malta, Mexico, Netherlands, Norway, Uruguay, UK and US (see separate list).

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Refs

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9. http://www.aphis.usda.gov/animal_welfare/downloads/elephant/statpafag3-11.pdf - accessed 02/02/2011
10. http://www.aphis.usda.gov/animal_welfare/downloads/manuals/eig/15.5_eig.pdf - accessed 09/03/2011
11. Lysechenko, K. P. (2008) Tuberculosis in Elephants: Antibody responses to defined antigens of Mycobacterium tuberculosis, potential for early diagnosis, and monitoring of treatment, *Clinical and vaccine immunology* p. 772-732.



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Economic Benefits of Modernizing the Circus

The evidence of the animal welfare problems in traveling circuses are well documented. Less well known are the substantial economic and employment benefits, with the evidence mounting that a prohibition of wild animals in traveling circuses (whether local or national level) can:

- **Increase employment**
- **Stimulate new business and increase revenue and growth in the sector**
- **Save taxpayers' money**

A prohibition of wild/exotic animals in circuses would not end circuses (or even all animals in the show) it is a proportionate, reform measure reflecting modern understanding of the needs of these animals, which are not domesticated and retain their wild characteristics.

Wild/exotic animal acts represent a small part of the animal circuses and they can adapt surprising rapidly – as shown elsewhere. A prohibition of wild/exotic acts removes a negative aspect of the traveling circus and provides opportunities for what is demonstrably the growth sector of the industry – human performance. Consequently the human only circus has been seen to expand, where animal acts have diminished.

Circuses don't need wild animals

Ending the use of wild animals in traveling circuses is a progressive measure that affects only a small part of the show. Circuses can modernize; the largest, and growing, sector of the circus industry is human performance. If there is an appetite for animal acts (and this is clearly diminishing around the world), then the domestic animal performances remain. In a survey of nine major US circuses by ADI with 321 animals between them, the ratio was 42% wild/exotic animals and 58% domesticated species.

Wild animal acts represent a relatively minor part of the show as a whole, for example when the Ringling Brothers Barnum & Bailey Circus visited Los Angeles in 2012, wild/exotic animals represented just 13 minutes of the two-hour show.

LO.67



This is not recovered through the license fee, which is nominal. The Code of Federal Regulations shows a small to medium-sized circus, with between six and twenty-five animals, could pay as little as \$85 a year for their USDA license. If the average cost of issuing licensing and registrations is \$6652, the US taxpayer effectively pays for 87% of the licensing costs whereas the circus only pays 13%. Less than the cost of a single high-end ticket to a Ringling Circus performance.

The cost of regulatory oversight goes beyond the federal level. Local animal control officers, state wildlife agencies and other local and state authorities are often called upon to investigate animal welfare and human safety concerns when a traveling circus comes to town. Therefore local time and resources are taken up with these inspections, too, which can draw officials away from other work.

Current inspection regimes are unable to address the insurmountable welfare problems that arise from having animals constantly on the move and living in temporary accommodations for most of the year. The nature of the circus means it is almost impossible for inspectors to establish what animals should be with a circus at any given time. For example, an inspection of George Carden Circus showed that on February 25, 2010 there were seven elephants, on March 18, 2010, four, but on June 25, 2010 just two elephants.

Given the circumstances of constant travel, the need for animal accommodations to be small, lightweight, collapsible and capable of fitting onto a truck, semi, trailer or boxcar, it is simply not possible for circuses to provide their animals with the space, environment and companionship they need in order to remain psychologically and physical healthy.

If local elected representatives decide not prohibit the use of wild animals, then in terms of animal protection, consideration would need to be given to what resources can continue to be committed to inspections and where the escalating costs will be raised. The question is, how much should the taxpayer pay for 13 minutes of entertainment?

A restriction on the use of wild animals in traveling circuses is the most effective and economic way to address the welfare issues. Inspectors would still need to visit circuses with domestic species, however reducing the animal component by around 42% and reducing the species to those most commonly found in the US, would have a major positive impact on workload and effectiveness.

Conclusion

Most people accept that there may be economic costs if society works to protect people, animals and our environment. However, in this case there are benefits for all – animal protection can be advanced without damage to the local economy or jobs and indeed, traveling circus shows can flourish.

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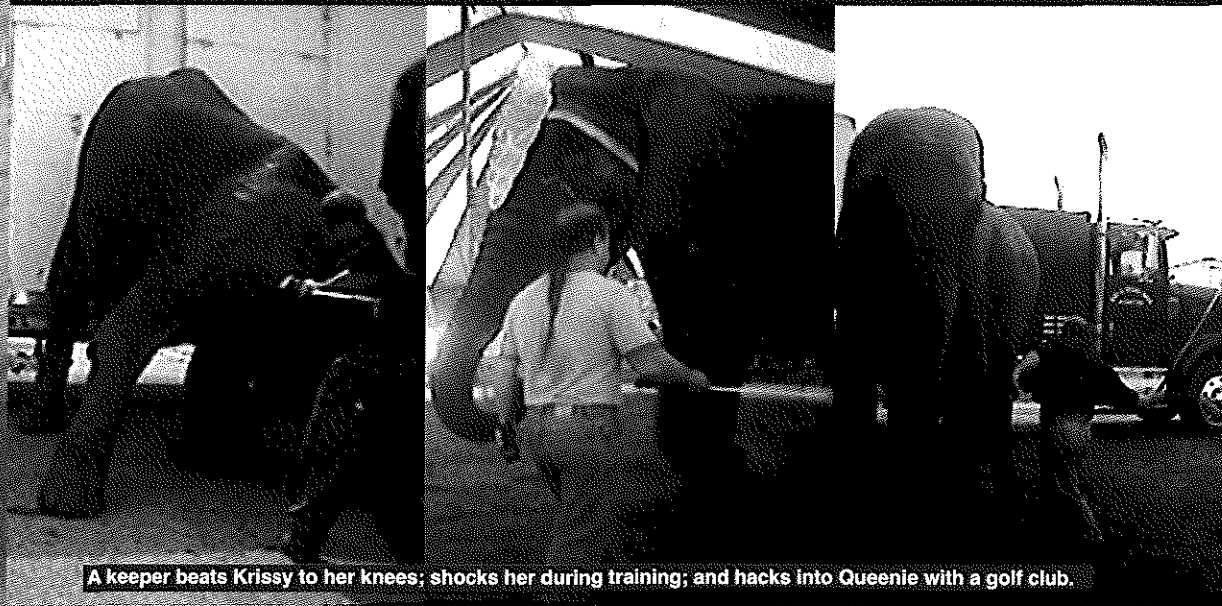
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Elephant Abuse in Traveling Circuses

Elephant Abuse

Elephant Abuse



A keeper beats Krissy to her knees; shocks her during training; and hacks into Queenie with a golf club.

Difficulties for Enforcement: local and federal

The case of Krissy and Queenie

Krissy and Queenie (aka Boo) are two female Asian elephants who have toured with traveling circuses throughout the U.S. During an ADI investigation the elephants were filmed being abused by their handler. Incidents included Krissy being beaten with a bullhook, then dragged to the ground and kicked in the face as the handler screamed at her. Queenie cowered next to her. The same handler was also filmed hitting the elephants with a golf club and giving them electric shocks during rehearsals and on the way to the performance. The elephants are owned by separate individuals; neither of them is the person filmed beating Krissy. The USDA has recently removed Queenie to San Antonio Zoo. Krissy remains with her owner traveling around to give elephant rides).

The U.S. Department of Agriculture's (USDA) Animal and Plant Health Inspection Service (APHIS) is responsible for enforcing the Animal Welfare Act (AWA), which includes regulating and inspecting exhibitors of wild and exotic animals.

Local animal welfare inspectors enforce local regulations as well as looking at AWA enforcement issues.

The case of Krissy and Queenie highlights the problems faced by USDA officials when pursuing enforcement the AWA and their own policies and guidelines when it comes to wild and exotic animals used in traveling circuses and exhibitions.

Local animal welfare officers can also face similar obstacles, especially related to following up on enforcement when it comes to traveling shows.

10.77



Action Request

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National measures to prohibit the use of wild animals, or selected species/uses, have been adopted in 27 countries around the world, including: Austria, Belgium, Bolivia, Colombia, Costa Rica, Czech Republic, Denmark, India, Israel, Malta, Peru, Portugal, Singapore, Slovakia, Sweden and Taiwan. Similar laws are being discussed in: Brazil, Chile, Mexico, Netherlands, Norway, Uruguay, UK and US. (see separate list).

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Refs

1. http://www.aphis.usda.gov/animal_welfare/downloads/big_cat/position.pdf
2. 2008. Animal Defenders International, *Animals in Traveling Circuses: The Science on Suffering*, p.4
3. The charges included: defying federal officials, including counts of abusing USDA/APHIS officials; failure to provide minimal veterinary care to the elephants between March 2008 and August 2009; failure to handle elephants safely and humanely; four counts, including an incident in Indianapolis when all three elephants were used to give rides and one elephant Queenie (Boo) and 13 people, many of them children, were injured; failure to abide by welfare standards, including protecting elephants from extreme temperatures and providing sufficient and nutritious food. *Animal Defender*, Winter 2009/2010.



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City of Pittsfield

JULY 27, 2016

To the City Council of the City of Pittsfield: —

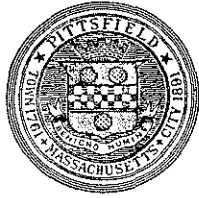
The Committee on ORDINANCE AND RULES

to whom was referred the PETITION FROM RESIDENTS REQUESTING THE CITY COUNCIL APPROVE A
BALLOT QUESTION TO ADOPT THE COMMUNITY PRESERVATION ACT OF
PITTSFIELD.

having considered the same, report and recommend that IT BE APPROVED. 5-0.

Respectfully submitted,

Melissa Mayzuc
Chairman



City of Pittsfield

CITY CLERK
CITY OF PITTSFIELD, MA
RECEIVED

2016 JUN 22 A 10:21

June 22 20 16

To the City Council of the City of Pittsfield:-

The undersigned respectfully Requests that the Council approve for inclusion in the November 2016 ballot a referendum question on the adoption of the Community Preservation Act for Pittsfield that would read as follows:

“Shall the City of Pittsfield accept sections 3 to 7 inclusive of Chapter 44B of the General Laws, a summary of which appears below?

“Sections 3 to 7 of Chapter 44B of the General Laws of Massachusetts, also known as the Community Preservation Act, (hereinafter "the Act") establish a dedicated funding source to enable cities and towns to (1) acquire, create or preserve open space, which includes land for parks, recreational uses and conservation areas and rehabilitate local parks, playgrounds, and athletic fields, (2) acquire, preserve or rehabilitate historic buildings and resources, and (3) create affordable housing. “

In Pittsfield, the funding source for these community preservation purposes will be a surcharge of 1% (one percent) on the annual property tax assessed on real property beginning in Fiscal Year 2017, and by annual contribution made by the state from a trust fund created by the Act. Only communities that adopt the Community Preservation Act receive a contribution from the state trust fund.

If approved, the following will be EXEMPT from the surcharge:

- (1) property owned and occupied as a domicile by any person who qualifies for low income housing or low or moderate income senior housing in the City of Pittsfield, as defined in Section 2 of the Act,
- (2) \$100,000 of the value of each taxable parcel of residential real property,
- (3) \$100,000 of the value of each taxable parcel of class three, commercial, and class four, industrial, properties as defined in G.L. c.59, §2A.

A taxpayer receiving a regular property tax abatement or exemption will also receive a prorated reduction in the surcharge.

“For example, if accepted by the City of Pittsfield, a property with an assessed value of \$200,000 would be surcharged approximately \$18.67 per year (source: FY2015 residential tax rate of \$18.67 per \$1000).”

Respectfully submitted,

John Fisher
5 Hancock Road

Sara Clement
1306 E. St. Apt. 5

Tammy Cracolici
146 E New Lenox Rd

Beth VayPass
1306 East St, Apt 11A
Deanne Subacota
267 Holmes Rd
Mary Dickson - 5 Hancock Rd

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
ACCEPTS SECTIONS 3 TO 7, INCLUSIVE, OF CHAPTER 44B OF THE GENERAL
LAWs, OTHERWISE KNOWN AS THE MASSACHUSETTS COMMUNITY
PRESERVATION ACT,

Ordered:

That the City of Pittsfield, by and through its Mayor hereby accepts Sections 3 to 7, inclusive, of Chapter 44B of the General Laws, otherwise known as the Massachusetts Community Preservation Act, by approving a surcharge on real property for the purposes permitted by said Act, including the acquisition, creation and preservation of open space, the acquisition, preservation, rehabilitation and restoration of historic resources, the acquisition, creation, preservation, rehabilitation and restoration of land for recreational use, the acquisition, creation, preservation and support of community housing, and the rehabilitation and restoration of such open space and community housing that is acquired or created as provided under said Act; that the amount of such surcharge on real property shall be 1% of the annual real estate tax levy against real property commencing in fiscal year 2018; that acceptance of said Act shall be pursuant to Section 3 (b) ½ of Chapter 44B; and that the City hereby accepts the following exemptions from such surcharge permitted under Section 3(e) of said Act: property owned and occupied as a domicile by any person who qualifies for low income housing or low or moderate income senior housing in the City, as defined in Section 2 of said Act; \$100,000 of the value of each taxable parcel of residential real property; and \$100,000 of the value of each taxable parcel of class three, commercial property, and class four, industrial property as defined in section 2A of Chapter 59.

That the City Clerk is hereby authorized to submit a ballot question, with a summary approved by the City's attorney, to the Secretary of the Commonwealth for inclusion on the November 8, 2016 Presidential Election ballot.

That the effective date of said Act in the City shall be July 1, 2017.



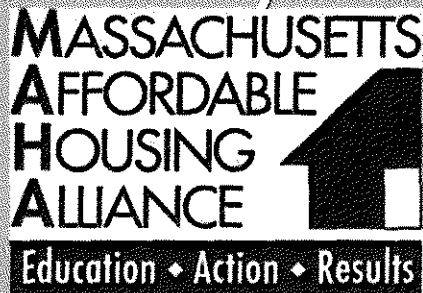
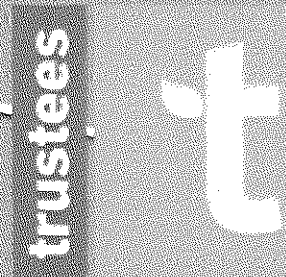
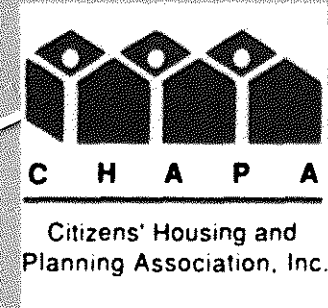
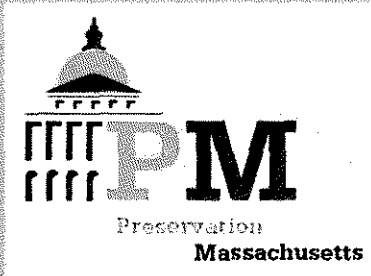
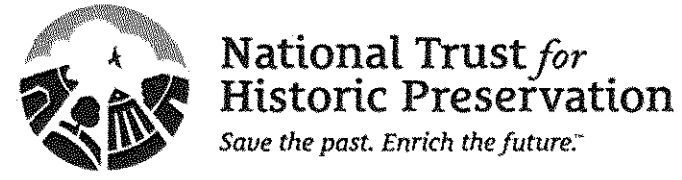
Introducing the Community Preservation Act (CPA)



**Community
Preservation Coalition**

Preserving our past. Building our future.

The Community Preservation Coalition



Representatives from 4 member communities and 2 at-large members

What is the Community Preservation Act (CPA)?

The Community Preservation Act is state enabling legislation passed in 2000



Adopted by individual communities at a local ballot election (Fall 2016)

Basics of CPA

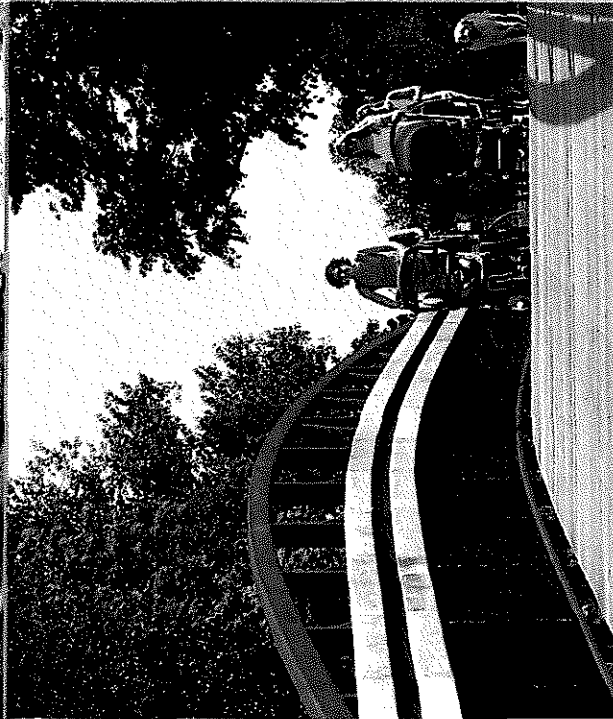
Enables communities to establish a local dedicated fund for:



Historic
Preservation



Open Space &



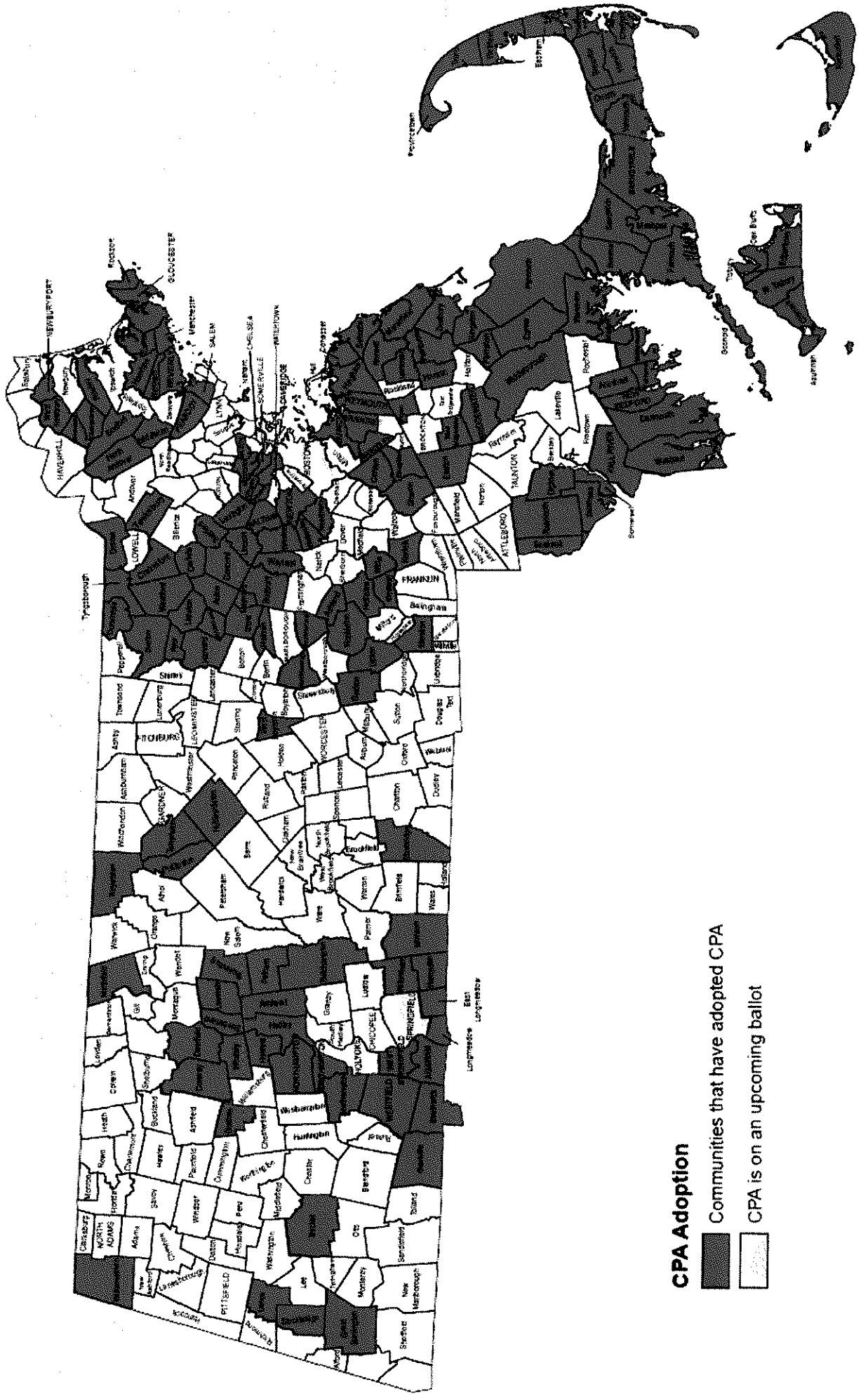
Recreation



Community
Housing



161 CPA Communities

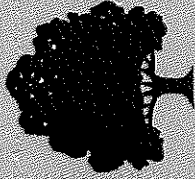


CPA by the Numbers

(through FY2015)



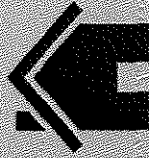
HISTORIC PRESERVATION: Over 4,000 appropriations made



OPEN SPACE: 23,471 acres preserved



OUTDOOR RECREATION: About 1,550 projects funded



AFFORDABLE HOUSING: Over 9,400 units created or supported

- Over 8,100 projects approved & \$1.6 billion raised -

Community Preservation Committee (CPC)

Ordinance establishes a CPC

Required representation from:

- Conservation Commission
- Historical Commission
- Planning Board
- Recreation Board
- Housing Authority

➤ Plus up to 4 additional members



How do CPA Projects Happen?

Project proponents submit applications to Community Preservation Committee (CPC)



CPC reviews projects, gets input



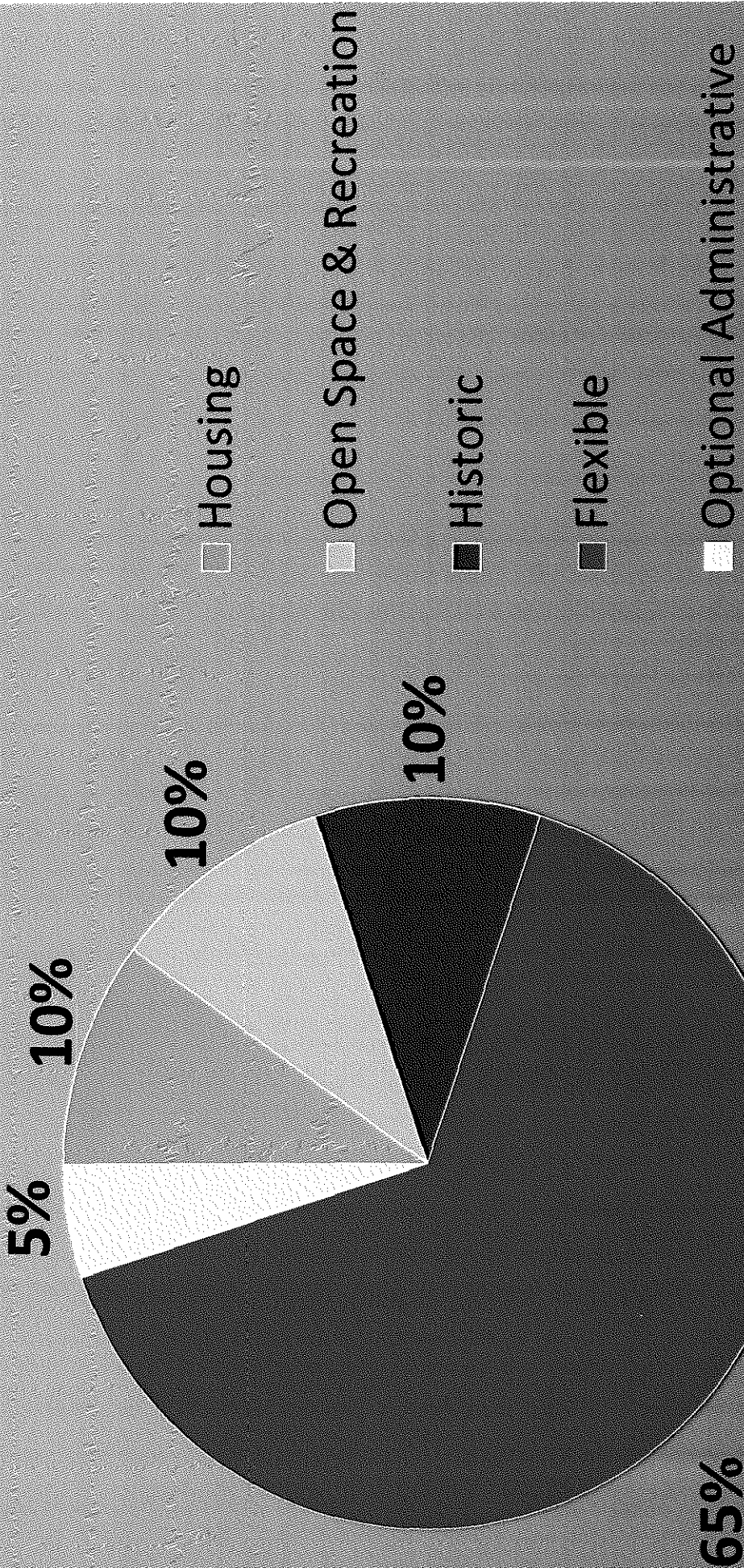
CPC recommends list of projects to Legislative Body



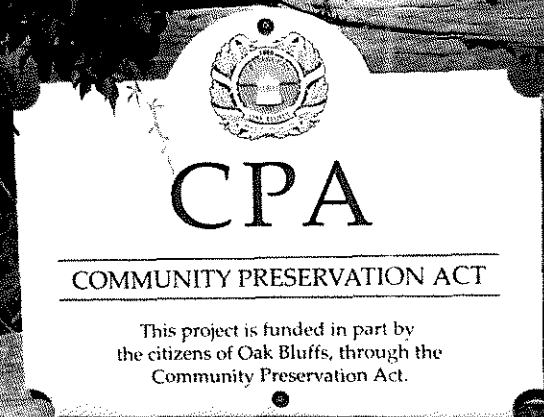
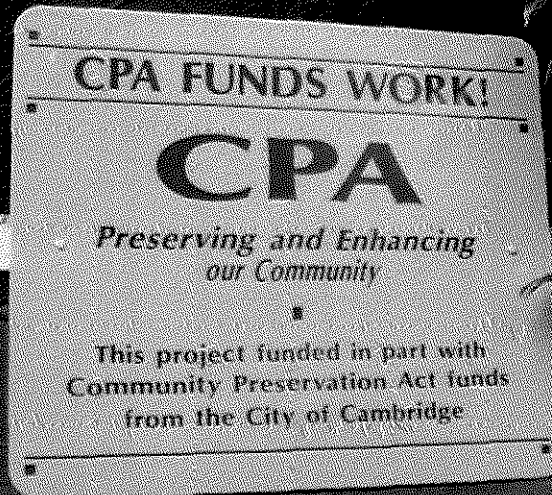
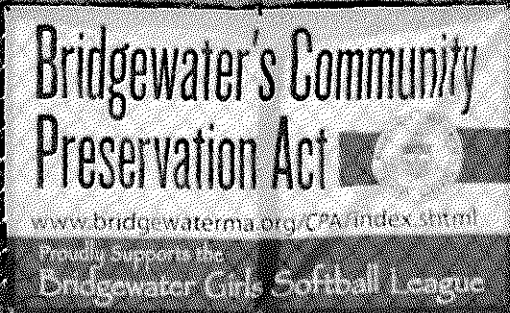
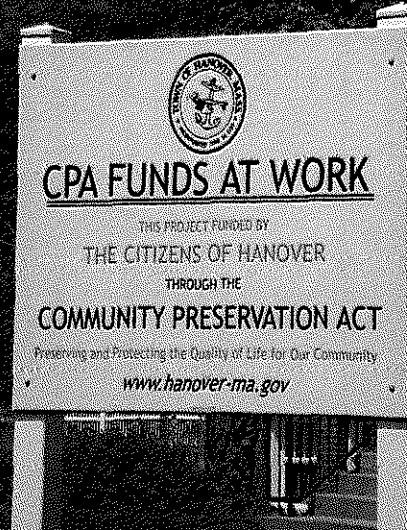
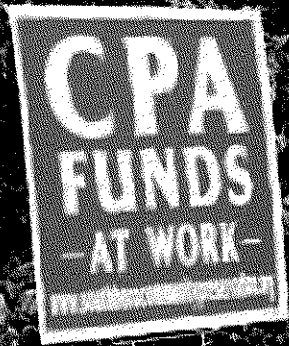
Majority vote of Legislative Body required for each project to get CPA \$\$\$



CPA Annual Spending/Set-aside Requirements



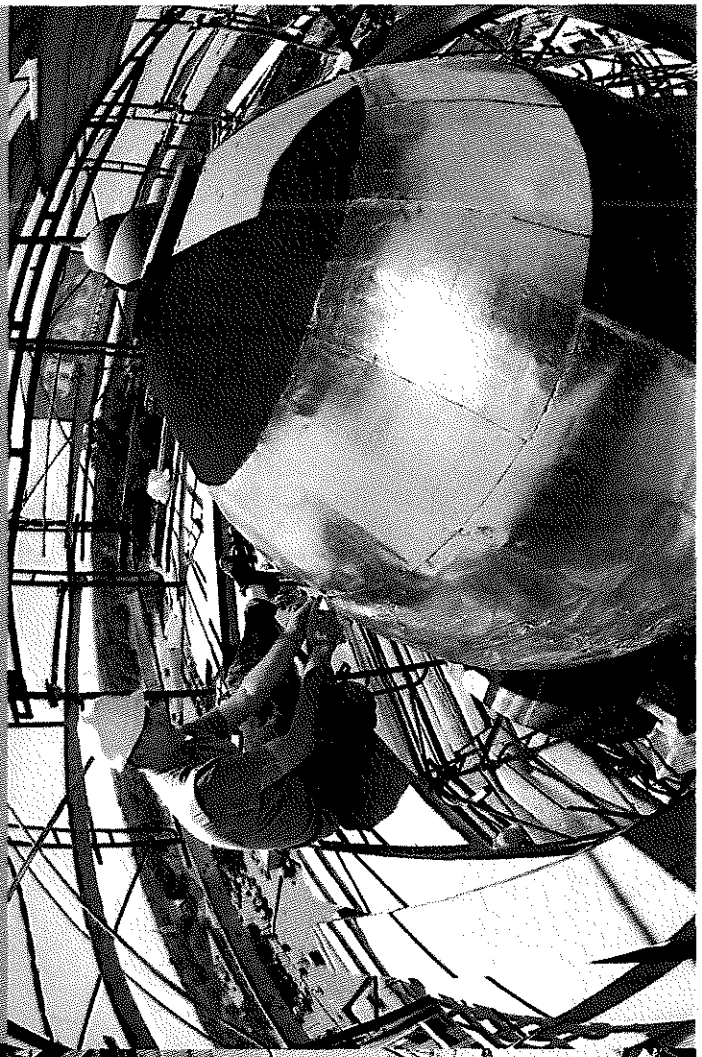
Potential Uses of CPA Funds



CPA and Historic Preservation

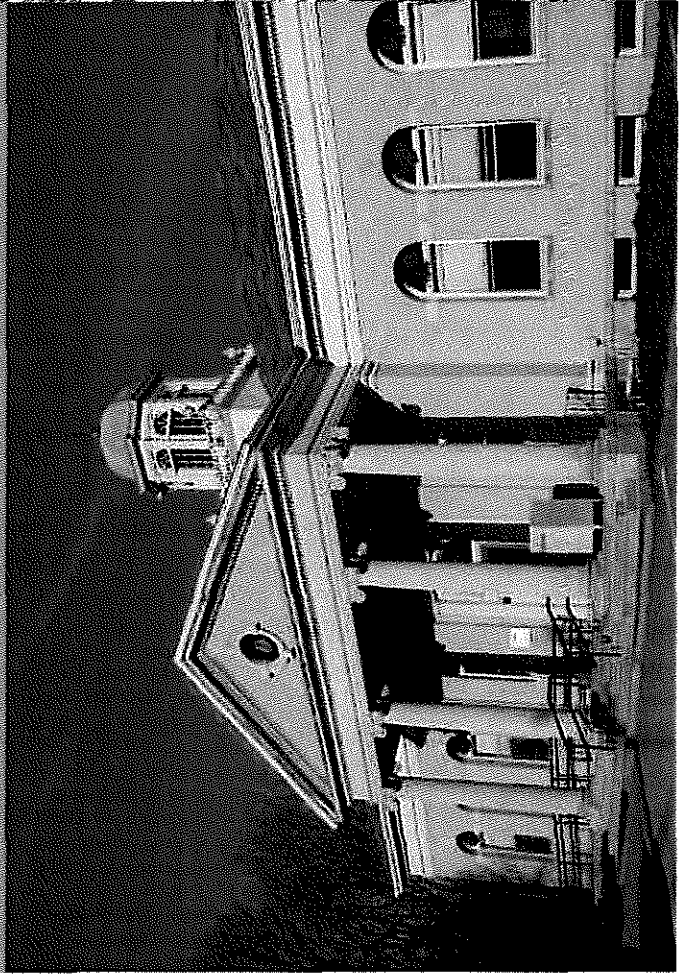


Restoration of historic
municipal buildings



CPA and Historic Preservation

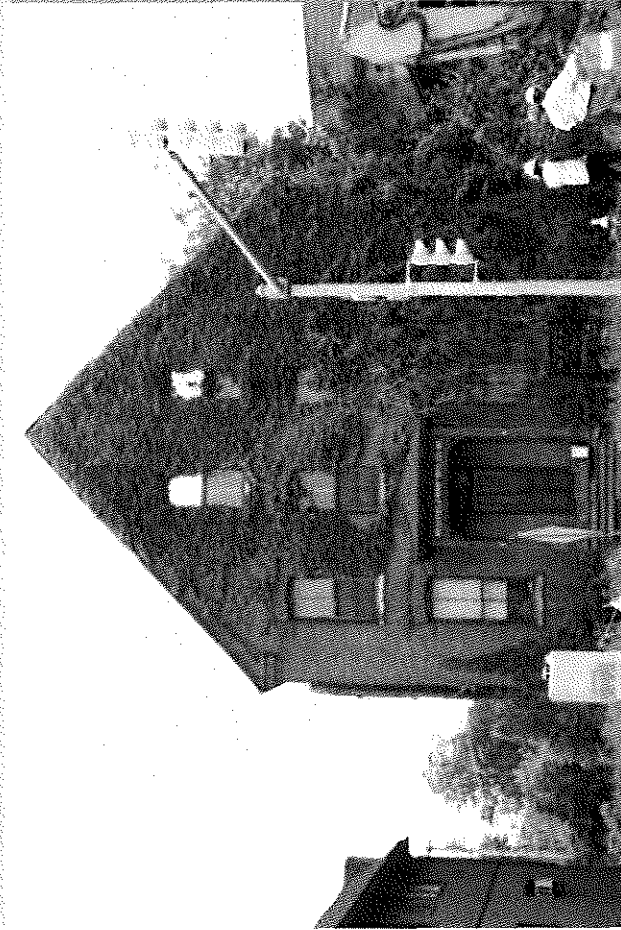
Adaptive Reuse of Historic Buildings



CPA and Historic Preservation



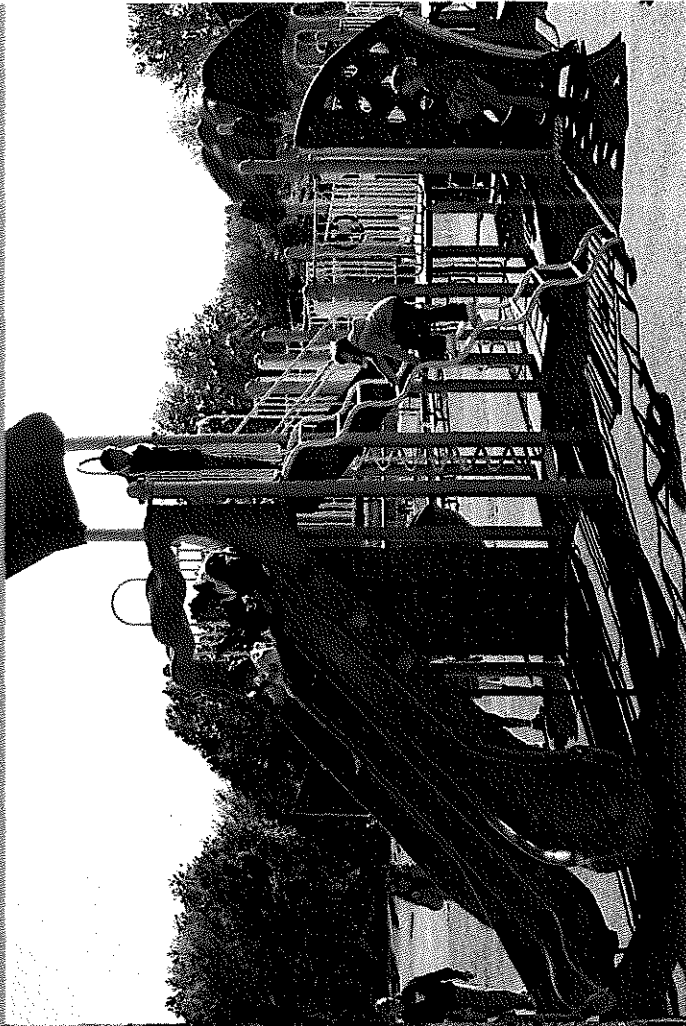
Grants to non-profit community groups (typically with a preservation easement)



CPA and Open Space/Recreation



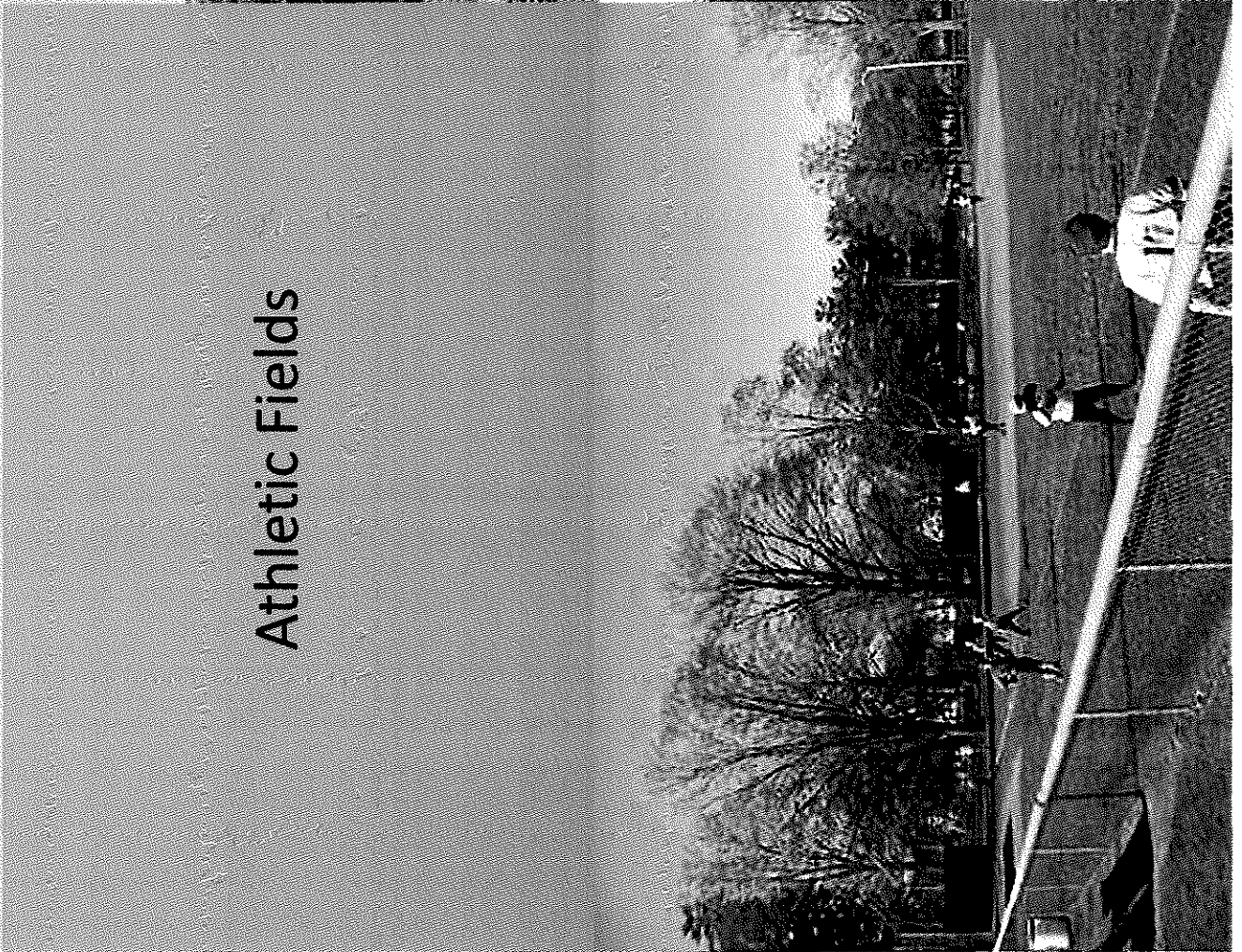
Playgrounds



CPA and Open Space/Recreation



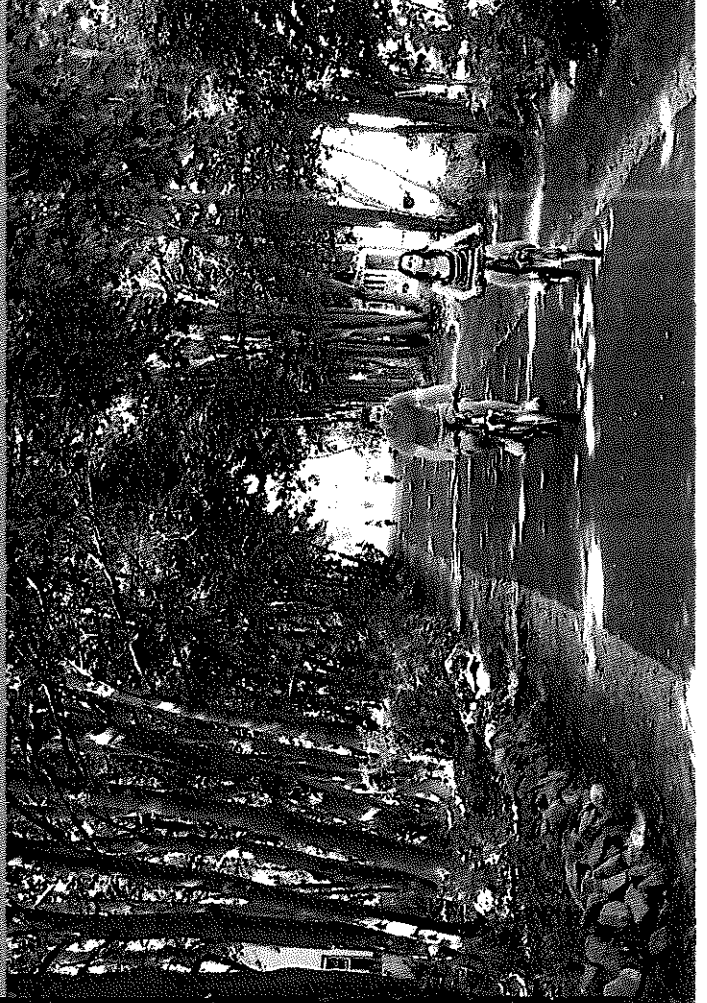
Athletic Fields



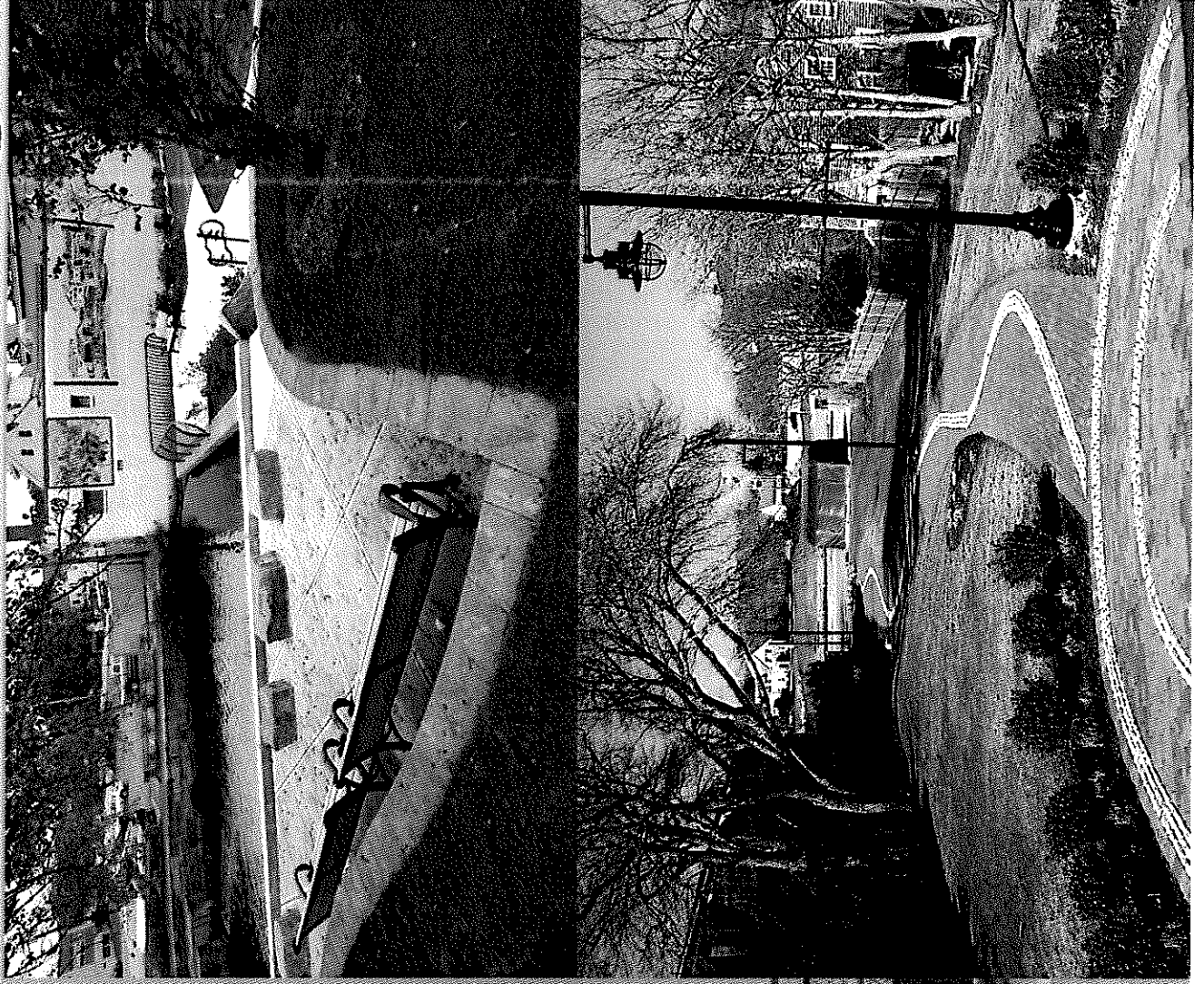
CPA and Open Space/Recreation



Hiking and Biking Trails



CPA and Open Space/Recreation



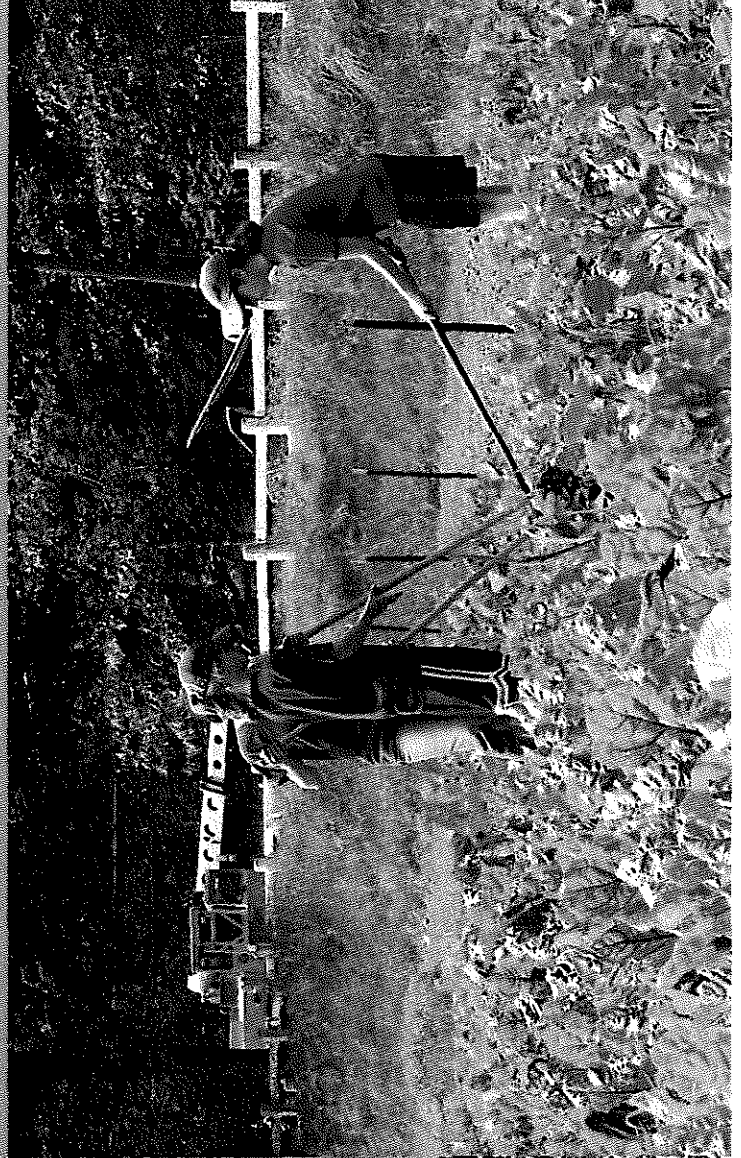
Parks



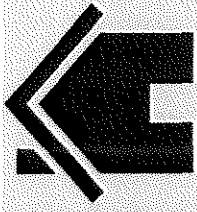
CPA and Open Space/Recreation



Community Gardens



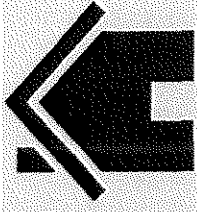
CPA and Affordable Housing



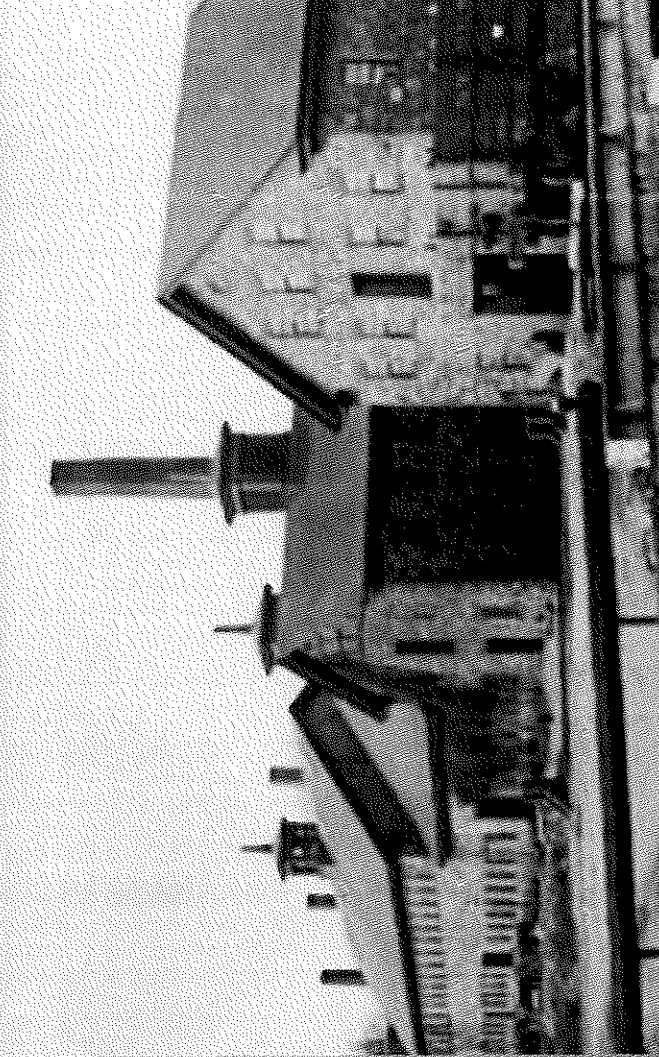
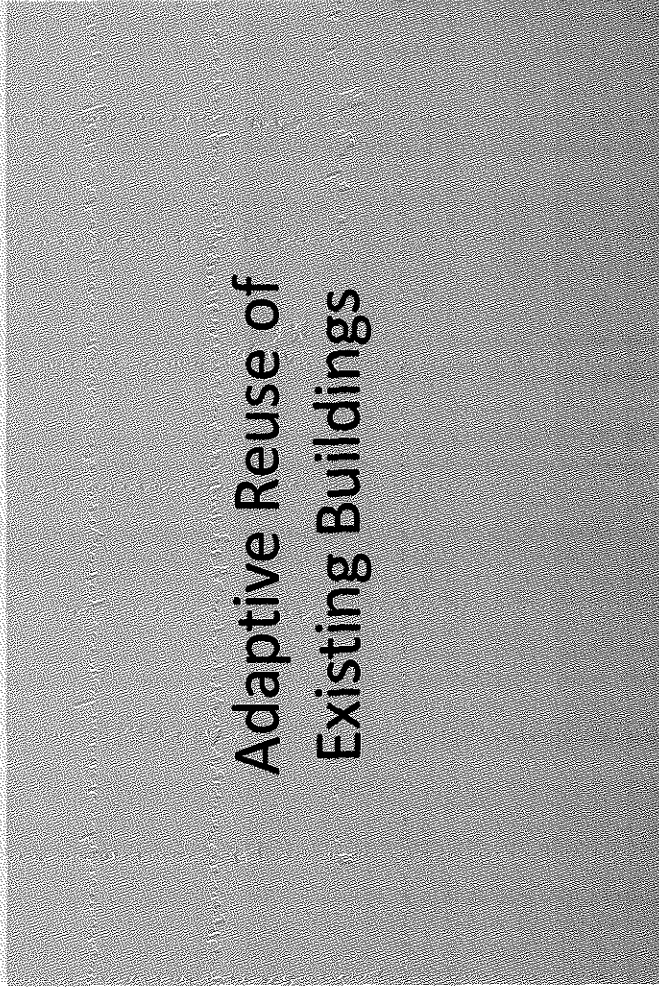
Housing for Veterans



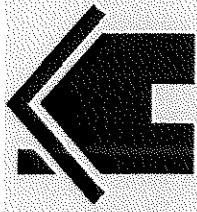
CPA and Affordable Housing



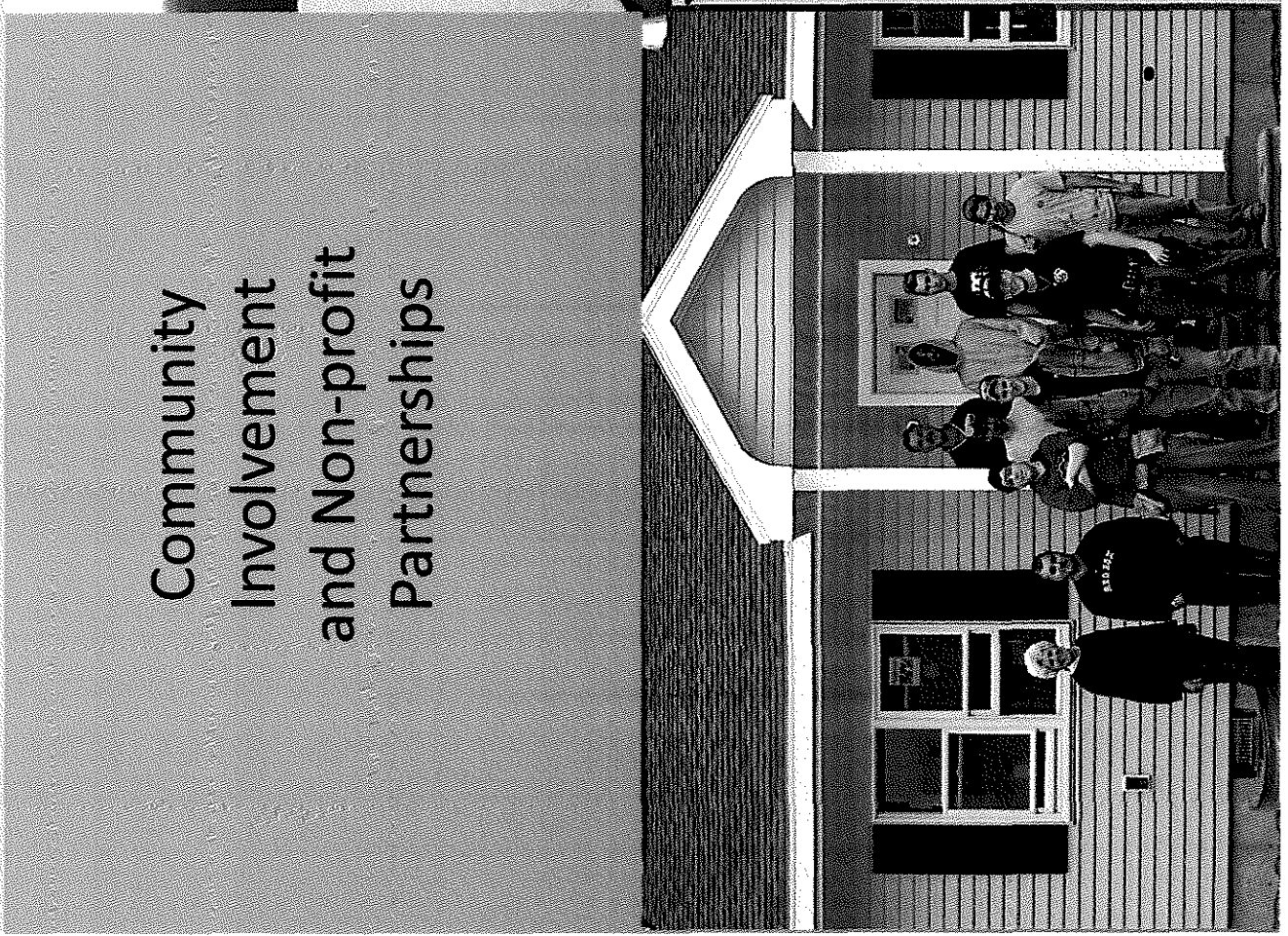
Adaptive Reuse of
Existing Buildings



CPA and Affordable Housing



Community
Involvement
and Non-profit
Partnerships



The Costs and Benefits of CPA



Menu of CPA Exemptions

First \$100,000 of residential property value

First \$100,000 of commercial & industrial property value

Low income families; low/moderate income seniors

Full commercial and industrial exemption (with split tax rate only)

**Note: Any existing property tax exemptions apply to the CPA surcharge*

What would the average Pittsfield homeowner pay with a 1% CPA surcharge (based on FY16 tax data)?

Ave. Assessed Home Value		\$176,234
<u>With \$100,000 exemption</u>		\$100,000
Net House Value Surcharged		\$ 76,234
Municipal Tax Rate (per \$1000)	x	\$18.76
		<hr/>
Amount Subject to Surcharge		\$1,430
CPA Surcharge Rate	x	1%
		<hr/>
Amount paid toward CPA Fund		\$14

The average Pittsfield homeowner would pay **\$14** into Pittsfield's Community Preservation fund annually.

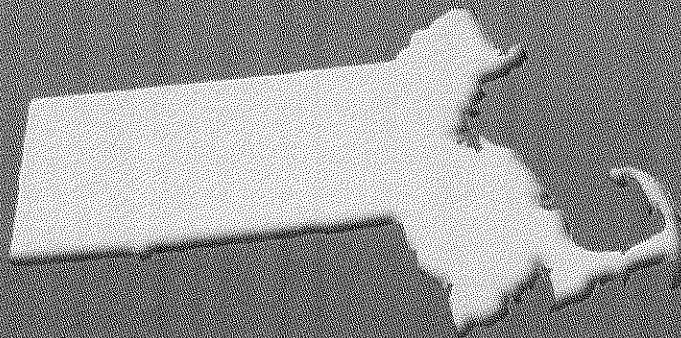
The Statewide CPA Trust Fund

- Guaranteed annual disbursement to all CPA communities
- Administered by the Department of Revenue (DOR)
- Funds come from \$10 and \$20 document recording fees charged by the state's Registries of Deeds
- Additional funds transferred from the state budget surplus for 2013, 2014, 2015, and 2016 (pending)
- CPA communities received a base match of 31% in FY15 and 29.7% in FY16

With the annual distribution from the state's Community Preservation Trust Fund ...

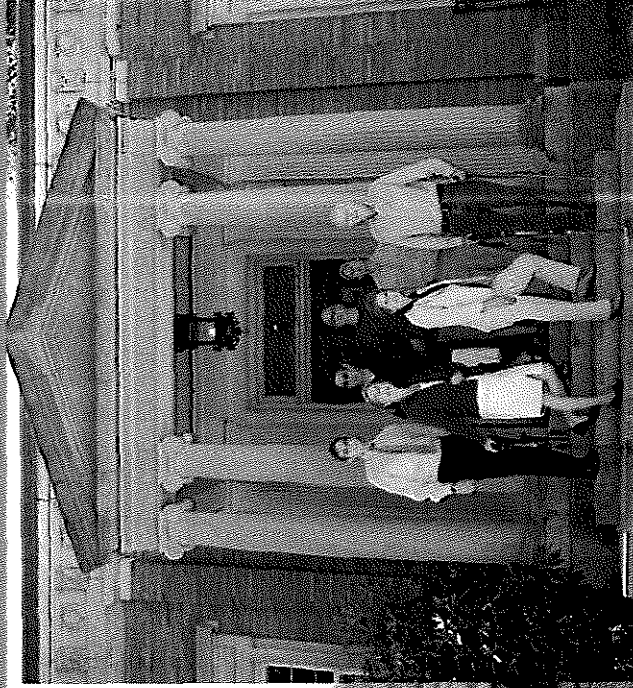
CPA Surcharge Level	CPA Funds Generated Locally*	29.7% Matching Distribution	Total CPA Revenue
1%	\$383,613	\$113,933	\$497,546

* Amount includes first \$100K Residential and C/I Exemption and Low - and Moderate-Income Exemption

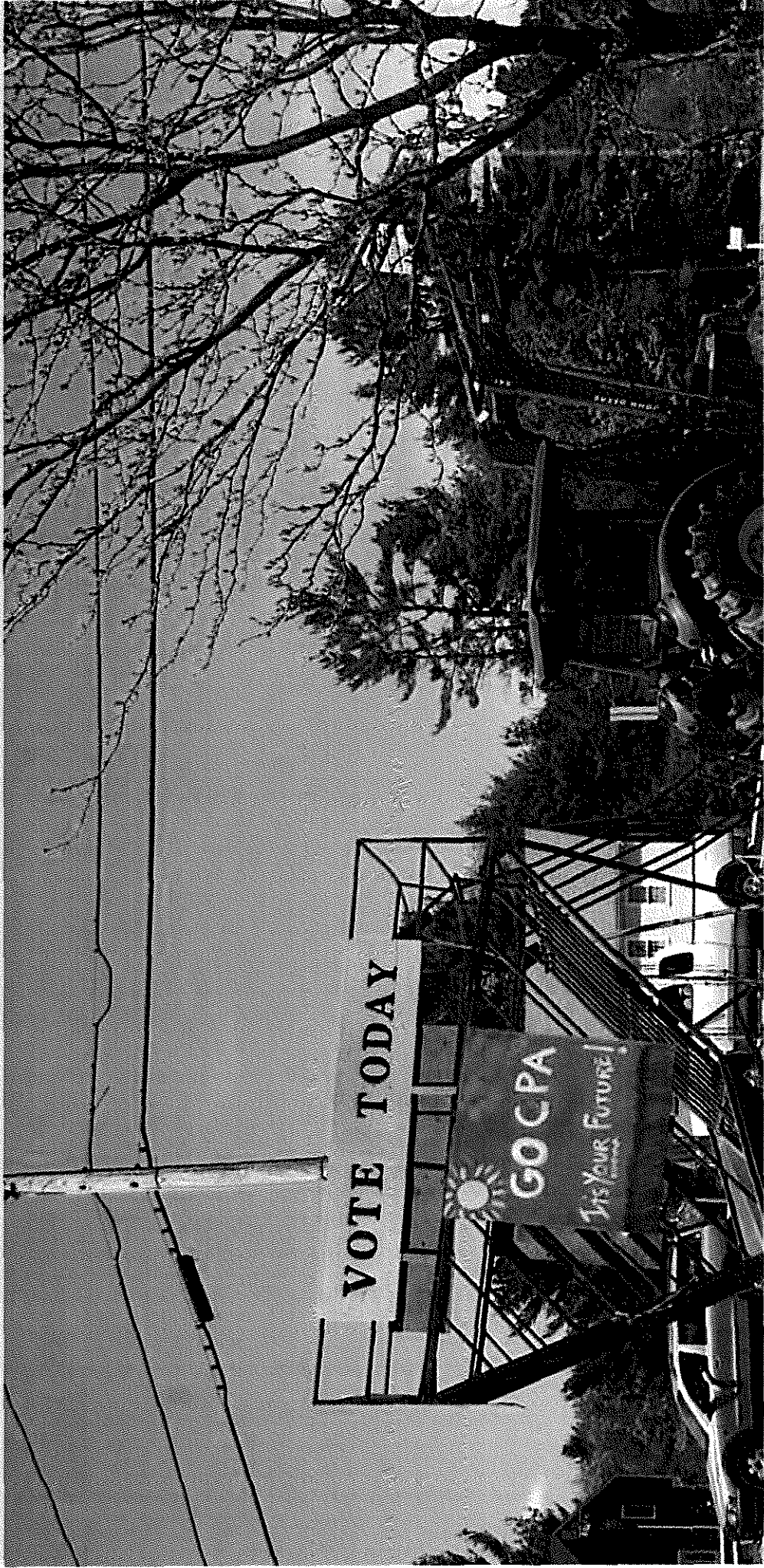


Overall Benefits of CPA

- Steady source of funding for local CPA needs
- CPA Trust Fund distributions make local projects affordable
- Leverages other state, federal and private funding
- Strengthens community's financial outlook
- Local economic activity and jobs

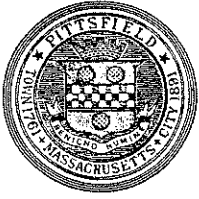


Questions?



For more information:
www.communitypreservation.org

617-367-8998



City of Pittsfield

July 27, 2016

To the City Council of the City of Pittsfield: —

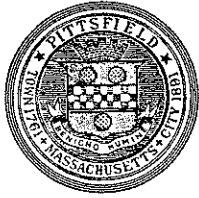
The Committee on ORDINANCE AND RULES

to whom was referred the PETITION FROM THE HISTORICAL COMMISSION TO AMEND THE CITY CODE,
ARTICLE 3, SECTION 3-31.1, DELAY OF DEMOLITION FOR PRESERVATION
OF HISTORICALLY SIGNIFICANT STRUCTURES.

having considered the same, report and recommend that IT BE APPROVED. 5-0.

Respectfully submitted,

Melissa Woyner
Chairman



City of Pittsfield

June 8, 2016

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

The undersigned respectfully

petitions the City Council to amend Article 3, Section 3-3.1, "Delay of demolition for the preservation of historically significant structures", to shift authority to delay the demolition of structures to the Historical Commission, extend the existing delay period from six (6) months to twelve (12) months, establish a time period of validity for decisions made by the Historical Commission, and provide procedural clarity in the submission of demolition applications.

Respectfully submitted,

A handwritten signature in cursive script that reads "John Dickson". The signature is written in black ink and includes a small flourish at the end.

John Dickson, Chair
Historical Commission



CITY OF PITTSFIELD

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

June 8, 2016

To the Honorable Members
Of the City Council
Of the City of Pittsfield

Re: City of Pittsfield Demolition Delay Ordinance, Article 3, Section 3-3.1

Dear Councilors,

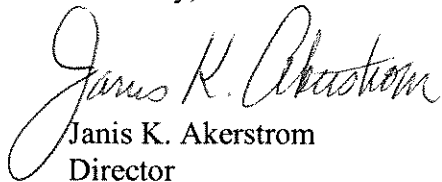
Enclosed please find a petition from the Historical Commission that requests that the City Council amend Article 3, Section 3-3.1, "Delay of demolition for the preservation of historically significant structures". Also attached are a letter from the Historical Commission and two drafts of the ordinance – a clean version and a redlined version.

The primary goals of the Commission are to:

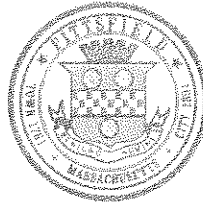
- Provide full authority of the demolition delay ordinance to the Historical Commission, removing the Community Development Board from the process;
- Extend the potential period of delay from six (6) months to twelve (12) months; and
- Create a two-year period of validity for decisions by the Historical Commission, similar to that of zoning special permits.

Please feel free to contact me with any questions or comments.

Sincerely,


Janis K. Akerstrom
Director

Cc: Honorable Linda M. Tyer, Mayor
John Dickson, Chair, Pittsfield Historical Commission
CJ Hoss, City Planner



CITY OF PITTSFIELD

HISTORICAL COMMISSION, CITY HALL, 70 ALLEN STREET, RM 205, PITTSFIELD, MA 01201

June 7, 2016

To the Honorable Members
Of the City Council
Of the City of Pittsfield

Re: City of Pittsfield Demolition Delay Ordinance, Article 3, Section 3-3.1

Dear Councilors,

Enclosed please find a petition that requests that the City Council amend Article 3, Section 3-3.1, "Delay of demolition for the preservation of historically significant structures". Also attached are two drafts of the ordinance – a clean version and a redlined version.

The goal of this amendment is to:

- Provide full authority of the demolition delay ordinance to the Historical Commission, removing the Community Development Board from the process;
- Extend the potential period of delay from six (6) months to twelve (12) months; and
- Create a two-year period of validity for decisions by the Historical Commission, similar to that of zoning special permits.

Overall, the Commission feels the above requested changes are warranted. In the almost nine years that the existing ordinance has been in place, the Commission has approved over 150 demolition requests while recommending the delay on three properties (one was saved – Crane and Company warehouse building, one was lost – Plunkett School, and the most recent will likely be demolished this year – St. Joseph's Convent). These facts illustrate that while the Commission is tasked with determining the historical significance of a structure, it also concerns itself with the economic and physical realities of each structure in its evaluation of whether or not to authorize a demolition. The significant majority of communities in the Commonwealth that have adopted Demolition Delay provide their Historical Commissions with the full authority to determine the historical significance of a structure and if needed, delay the demolition of a structure. We feel this same process is warranted in Pittsfield.

The Commission also feels the delay period should be extended from six months to twelve months. A twelve month delay creates a greater incentive for an applicant to attempt to re-use or mitigate the impacts of demolition. This has also been the case across the Commonwealth, as the Massachusetts Historical Commission reports that

many of the communities that began with a six month delay have extended – or are attempting to extend – their delay period to 12, 18 and even 24 months.

Please feel free to contact me with any questions or comments.

Sincerely,

A handwritten signature in cursive script that reads "John Dickson" with a flourish at the end.

John Dickson, Chair

Cc: Honorable Linda M. Tyer, Mayor
Janis K. Akerstrom, Director of Community Development
CJ Hoss, City Planner



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 3: BUILDING CODE, SECTION 3-3.1, DELAY OF DEMOLITION FOR PRESERVATION OF HISTOICALLY SIGNIFICANT STRUCTURES

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

Section I

That the Code of the City of Pittsfield, Chapter 3, Building Code, be amended by deleting Section 3-3.1 Delay of Demolition for the Preservation of Historically Significant Structures by its entirety and adding the following:

Sec. 3-3.1 Delay of demolition for preservation of historically significant structures.

A. PURPOSE AND INTENT

This ordinance is enacted for the purpose of preserving and protecting historically significant structures within the City of Pittsfield which reflect distinctive features of the architectural, cultural, economic, political or social history of the city, and to encourage owners of such buildings or others to seek out ways to preserve, rehabilitate or restore them rather than demolish or alter them in a detrimental way, thereby promoting the public welfare and preserving the heritage of the City.

To achieve these purposes, the Pittsfield Historical Commission ("the Commission") is empowered to advise the Building Inspector with respect to the issuance of permits for the demolition of significant structures, as regulated within this chapter.

B. DEFINITIONS

Applicant - Any person or entity who files an application for a demolition permit. If the applicant is not the owner of the premises upon which the structure is situated, the owner must indicate on the application his/her assent to the filing of the application.

Application - An application for the demolition of a structure.

Building Inspector- The person occupying the position of Building Commissioner or Inspector, or those otherwise authorized to issue demolition permits.

Commission – The Pittsfield Historical Commission or its designee.

Demolition - Any act of pulling down, destroying, removing, dismantling or razing a structure, or commencing the work of total or substantial destruction with the intent of completing the same. "Substantial" herein shall mean either half the volume of the structure or half its assessed value, as determined by the Building Inspector.

Approved as to Form and Legality,

City Solicitor

Demolition Permit - The permit issued by the Building Inspector as required by the State Building Code for the demolition, partial demolition or removal of a structure excluding a permit issued solely for the demolition of the interior of a structure.

Historic Resources List - A list of Pittsfield buildings which are on the National Register of Historic Places, the State Register of Historic Places or the Local Inventory of Historic Resources. Any structures on the Historic Resources List shall be considered to be a Significant Structure.

Preferably Preserved - Any significant structure which the Commission determines by simple majority vote, following a public hearing, that it is in the public interest to be preserved, rehabilitated or restored rather than demolished. A preferably preserved structure is subject to the 12 month demolition delay period of this ordinance.

Significant Structure – Any structure within the city which is in whole or in part seventy five (75) years or more old, and which has been determined by the Commission to be significant based on one or more of the following criteria:

- The structure is listed on, or is within an area listed on, or eligible for, the State or National Register of Historic Places the Inventory of the Historic and Prehistoric Assets of the Commonwealth or the Historic Resources List;
- The structure is importantly associated with one or more historic persons or events, or with the broad architectural, cultural, political, economic or social history of the city, the Commonwealth of Massachusetts or the United States of America; or
- The structure is historically important by reason of period, style, method of building construction or association with a particular architect or builder, either by itself or in the context of a group of buildings, structure or sites

Structure - Any combination of materials assembled at a fixed location to give support or shelter for persons, animals, or property, such as a building, framework, or the like and/or walls, statues, monuments, bridges, or other combinations of building materials. The word “structure” shall be construed, where the context requires, as though followed by the words, “or part or parts therefore.”

C. PROCEDURE

1. No demolition permit for a structure which is in whole or in part seventy five (75) years or more old shall be issued without following the provisions of this ordinance. If a structure is of unknown age, it shall be assumed that the structure is over seventy five (75) years old for the purposes of this ordinance.
2. An applicant proposing to demolish a structure subject to this ordinance shall file with the Historical Commission an application containing the following information:
 - a. The address and City Assessor’s Map, Block and Lot designation of the structure to be demolished;
 - b. The owner’s name, address and telephone number;
 - c. An historical survey – such as the format of a Massachusetts Historical Commission Form B – that includes a description of the structure containing items such as architectural elements, style and type of construction;

- d. The date of structure establishment as determined by the Pittsfield Board of Assessors, deed or other documentation verifying year of construction;
 - e. The reason for requesting a demolition permit;
 - f. A brief description of the proposed reuse, reconstruction or replacement, if the applicant feels such will contribute to the justification for the demolition; and
 - g. A photograph or photograph(s) of the structure.
3. Within thirty (30) days after receipt of the application, the Commission shall determine whether the application is complete. If the application is complete, the Commission shall make a written determination of whether the structure is significant. No demolition permit shall be issued during this time. Should the Commission fail to notify the Building Inspector of its determination within thirty (30) days of receipt of the application, the Building Inspector may issue a demolition permit.
 4. Should the Commission deem that the structure is not significant, the Building Inspector may issue the demolition permit upon receipt of the Commission's written determination.
 5. If the Commission determines that the structure is significant, it shall notify the Building Inspector and the applicant in writing that a demolition plan review must be made by the Commission prior to the issuance of a demolition permit.
 6. Within sixty (60) days after the determination of significance by the Commission, the applicant shall submit ten (10) copies of a demolition plan to the Commission, which shall include the following information:
 - a. A map showing the location of any structure to be demolished, with reference to lot lines and abutting structures;
 - b. Photographs of any street façade elevations;
 - c. A description of the structure to be demolished;
 - d. The reason for the proposed demolition and data supporting said reason, including where applicable, data sufficient to establish any economic justification for demolition; and
 - e. A brief description of the proposed reuse and development of the property, if the applicant feels such will contribute to the justification for the demolition.
 7. Not later than thirty (30) days of receipt of such plan, the Commission shall hold a public hearing with respect to the demolition plan. Public notice of the time, place and purpose of the hearing shall be given by the Commission or its designee, at the expense of the applicant, not less than fourteen (14) days before the said hearing. Such notice shall be posted in a conspicuous place in the City Hall, published in a newspaper of general circulation in the city and mailed to the applicant, the legal abutters and to such other persons as the Commission shall deem entitled. The Commission shall decide by a simple majority vote at the public hearing whether the structure should be preferably preserved upon finding that the structure is significant as defined above. If agreed to in writing by the applicant, the determination of the Commission may be postponed.
 8. If the Commission determines that the structure should not be preferably preserved, the Commission shall so notify the Building Inspector and applicant in writing, no later than fourteen (14) days after the decision. The Building Inspector may then issue the demolition permit.

9. Should the Commission determine that the proposed demolition would be detrimental to the historical or architectural heritage or resources of the city, such structure shall be considered to be preferably preserved and the Commission shall file with the Building Inspector and the applicant within fourteen (14) days after the decision, a written report on the demolition plan which shall include the following:
 - a. A description of the age, architectural style, historic association and importance of the structure to be demolished;
 - b. The determination as to why the structure should be preferably preserved; and
 - c. An invitation to the owner of record of the structure to participate in an investigation of alternatives to demolition including but not limited to incorporation of the structure into future development of the property, adaptive re-use, seeking a new owner willing to purchase and preserve, restore or rehabilitate the structure or moving the structure.
10. The Commission shall also notify the Massachusetts Historical Commission and any other interested parties in an effort to obtain assistance in preservation funding or in finding an adaptive re-use of the structure which will result in its preservation.
11. Once a structure has been designated to a preferably preserved status, the owner shall be responsible for properly securing the structure if vacant, to the satisfaction of the Building Inspector. Should the owner fail to secure the structure at any time during the twelve (12) month demolition delay period, any subsequent destruction or loss of the structure through fire or other cause, of which destruction could have been prevented by the required security measures, shall be considered a demolition in violation of this ordinance and all non-compliance penalties shall pertain.
12. No demolition permit shall be issued until twelve (12) months after the date of such determination of significance unless otherwise agreed to by the Commission. All approvals necessary for the issuance of such demolition permit, including without limitation any necessary zoning variances or special permits, must be granted and all appeals from the granting of such approvals must be concluded, prior to the issuance of a demolition permit under this section.
13. Prior to the expiration of the twelve (12) month delay, upon application by the owner the Commission may, after following the same public hearing and recommendation process above for a demolition plan review, determine by a simple majority vote that:
 - a. The owner has made continuing bona fide and reasonable efforts to locate a purchaser willing and reasonably able to preserve, rehabilitate or restore the subject structure and that such efforts have been unsuccessful. For the purposes of this paragraph, the term "Continuing, bona fide and reasonable efforts to locate a purchaser" shall mean retaining a licensed broker to market the property in the usual manner over a substantial period, obtaining an appraisal from a reputable appraiser and providing evidence of good faith negotiations with potential buyers of the property. These efforts to sell the property shall be deemed unsuccessful only upon a finding that either there were no offers to purchase the property, that no offer from a willing and reasonably able buyer was for at least the reasonable appraised value of the property, or that no agreement to sell the property pursuant to an offer of at least the reasonable appraised value of the property could be reached despite good faith efforts to do so; and

- b. There is no reasonable likelihood that any person or group is willing to purchase, preserve, rehabilitate or restore such structure.

14. Such finding shall be issued in writing by the Commission to the Building Inspector within seven (7) days of the close of the hearing, at which time the Building Inspector may issue a demolition permit for the preferably preserved structure.

15. Demolition approval by the Commission is valid for two (2) years.

D. ADMINISTRATION

The Commission may adopt such rules and regulations as are necessary to administer the terms of this ordinance. The Commission is authorized to adopt a schedule of reasonable fees to cover the costs associated with the administration of this ordinance. The Commission may delegate authority to make initial determinations of significance to one or more members of the Commission or to a municipal employee. The Commission may pro-actively develop a list of significant structures (to be known as the Historic Resources List) that will be subject to this ordinance.

E. EMERGENCY DEMOLITION

Notwithstanding the above provisions, the Building Inspector may issue a demolition permit at any time in the event of imminent and substantial danger to the health or safety of the public due to deteriorating conditions. The Building Inspector shall document in writing the findings and reasons requiring an emergency demolition and shall forward a copy immediately to the Commission. No provision of this ordinance is intended to conflict with or abridge any obligations or rights conferred by Massachusetts General Laws, Chapter 143 regarding removal or demolition of dangerous or abandoned structures. In the event of a conflict, the applicable provisions of Chapter 143 shall control.

F. NON-COMPLIANCE

Anyone who demolishes a structure determined to be preferably preserved under this Ordinance without first obtaining, and complying fully with the provision of a demolition permit, shall be subject to a fine of three hundred dollars (\$300.00). Each day the violation exists shall constitute a separate offense until a faithful restoration of the demolished structure is completed or unless otherwise agreed to by simple majority vote of the Commission following the same public hearing and recommendation process as listed above for a demolition plan review. If a structure subject to this ordinance is demolished without first obtaining a demolition permit, no building permit shall be issued for a period of two (2) years from the date of the demolition on the subject parcel of land or any adjoining parcels of land under common ownership and control unless the building permit is for the faithful restoration of the structure, including but not limited to use of materials, design, dimensions, massing, arrangement of architectural features and execution of decorative details, or as otherwise agreed to by the Commission.

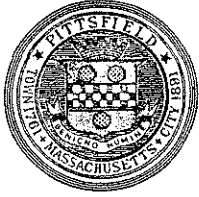
G. ENFORCEMENT AND REMEDIES

The Commission and/or the Building Inspector are each specifically authorized to institute any

and all actions and proceedings, in law or equity including injunctive relief, as they may deem necessary and appropriate to obtain compliance with the requirements of this ordinance or to prevent a violation thereof.

/h. HISTORIC DISTRICT ACT

Following a determination that the structure is significant and preferably preserved, the Commission may recommend to City Council that the structure be protected through the provisions of Massachusetts General Law, Chapter 40C, The Historic Districts Act. The steps required under M.G.L. Chapter 40C shall be followed prior to the establishment of a local historic district. Nothing in this ordinance shall be deemed to conflict with the provisions of the Historic District Act, Massachusetts General Laws Chapter 40C. If any of the provisions of this ordinance do so conflict, that act shall prevail.



City of Pittsfield

JULY 27, 2016

To the City Council of the City of Pittsfield: —

The Committee on ORDINANCE AND RULES

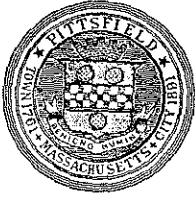
to whom was referred the PETITION FROM ALEXANDER BLUMIN REQUESTING THE CITY COUNCIL STOP CONSIDERING PETITIONS CALLING FOR POLITICAL, LEGAL, ENVIRONMENTAL OR LABOR UNION RELATED RESOLUTIONS.

having considered the same, report and recommend that IT BE FILED. 5-0.

Respectfully submitted,

Melissa Mayne

Chairman



City of Pittsfield

CITY CLERK
CITY OF PITTSFIELD, MA
RECEIVED

2016 JUN -1 A 10:42

June 01 2016

To the City Council of the City of Pittsfield:-

The undersigned respectfully

I, Alexander Blumin, resident of Pittsfield petition City Council to stop considering any new Petitions calling for any Political or Legal or Environmental or Labor-Union related Resolution as such Resolutions shall be approved or denied by all Pittsfield residents on City's Referendum, not by politically motivated Democratic Party Councilors.

Having those Resolutions heard without asking all Residents - is Violation of M.G.L. Chapter 93A That's deceptive practice.

I ask to stop it.

Alex Blumin

Date: June 01, 2016

ALEXANDER BLUMIN
16 Hamden St
Pittsfield, MA 01201
413-212-0214
blum037@yahoo.com

7-26 to

Statement to the Ordinance and Rules Committee of the Pittsfield City Council, July 26, 2016

I wish to express my opposition to the petition submitted by Alexander Blumin requesting the City Council stop considering petitions calling for political, legal, environmental or labor-union related resolutions.

I am frankly baffled why the petitioner would seek to gag the citizens of Pittsfield and the City Council itself, because, intended or not, stifling free speech is what the petition will accomplish. The petitioner is essentially taking aim at the free democratic expression of opinion and the public exchange of ideas that has always been, and should continue to be, a cherished goal of our democracy.

Petitioning the body to promulgate non-binding resolutions is a time-honored tradition in the Commonwealth. Here we call them resolutions, and in the towns that surround us in the Berkshires, they take the form of warrant items.

Call them resolutions or warrant items, they have served an important function over the decades. Just think of the resolutions that the City Council has voted on in the recent past.

Several years ago the Council, to its credit, passed a resolution that called for a Constitutional amendment to overturn the Supreme Court decision in the Citizens United case. The council thereby added its voice to a bipartisan movement across the Commonwealth and the nation to restore campaign finance limits and prevent elections from being determined, in effect, by a handful of billionaires. What was wrong with that, I ask? Didn't that resolution and the thousands of other similar ones issued by the people's representatives go to the heart of what democracy and one person, one vote are all about? Wasn't that principle worth defending? Wouldn't the Council have been shirking its responsibilities if it stayed on the sidelines while our democracy was under attack, the very democracy that comes to fruition in elected bodies such as the Council?

The pipeline that Kinder Morgan wanted to build to bring fracked gas into and through our beautiful landscape was another kind of threat that resulted in a petition to the City Council. When every other town and city in the Berkshires had banded together to oppose the pipeline, as had our delegation, would the petitioner have let the Council just stand back and deny the other municipalities the support they needed and deserved. No matter how Kinder Morgan spins it, many of us are convinced that it was the solid front of citizen opposition to the NED pipeline, expressed in part through non-binding resolutions, that put the final nails in the pipeline's coffin. Would the petitioner have preferred that the Council remain silent and that Kinder Morgan get its way and lace our air and water with toxins?

I would argue that while the petitioner would have the Council remain neutral on issues of great moment, what he would really accomplish with his petition is to have the Council support the status quo. His resolution is a prescription for injustice and stagnation for it would mean tacitly consenting to whatever the most powerful and economically dominant forces in our society deem is in their interests. I want no part of a decision that would result in political passivity and spinelessness on the part of the Council and in an inability for it to adequately defend our common interests as constituents. The committee shouldn't want this either.

Please reject the petition tonight. Thank you.

Frank Farkas
69 Spadina Parkway
413-443-2508
Farkas1945@gmail.com



City of Pittsfield

July 28, 2016

To the City Council of the City of Pittsfield:—

The Traffic Commission

to whom was referred the

Petition from Councilor Connell requesting the speed limit signs near all schools indicate enforcement times

having considered the same, report and recommend that

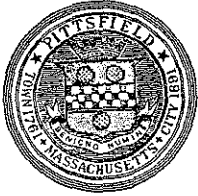
that the signs should read "when children are present"

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Guy C. Pannesco".

Guy C. Pannesco

Chairman.



City of Pittsfield

5-17 20 16

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

The undersigned respectfully

Requests the school zone signs indicating a 20 MPH speed near ^{**all} Herberg and Williams schools specify when the 20 MPH should be enforced.

Respectfully submitted

Christopher J. Connell
Ward 4 City Councilor

** Amended at May 24, 2016 City Council meeting to reflect all schools.



City of Pittsfield

July 28, 2016

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

The Traffic Commission

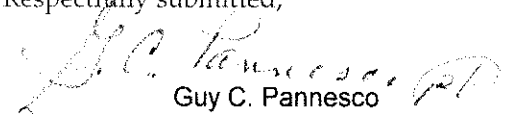
to whom was referred the

Petition from Enid Fuhrman requesting a 4-way stop sign at the intersection of Valentine Road and Lakeway Drive

having considered the same, report and recommend that

the petition be denied.

Respectfully submitted,


Guy C. Pannesco

Chairman.



City of Pittsfield

June 29 20 16

To the City Council of the City of Pittsfield:-

I am writing to the City Council requesting a 4 Way Stop at the corners of Valentine Road and Lakeway Drive in Pittsfield, MA. Right now there are only stop signs on the corners of Lakeway Drive. It is an extremely dangerous intersection where many accidents happen.

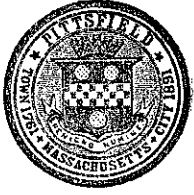
There is a BARC home on that corner. My son Howie lives in that group home and when I visit him I can see the speed of traffic on Valentine Road. I'm nervous for myself when I drive on that corner. I don't want to be involved in an accident, I don't want anyone to be involved in an accident.

There is also a crosswalk on that corner. It is summer now and there is much traffic on the way to Onota Lake. How can you make this a safer area for those of us who travel this intersection?

Thank you!

The undersigned respectfully

Erin L. Fjhrman
176 Columbus Avenue
Pittsfield, MA 01201



City of Pittsfield

..... July 18, 2016


To the City Council of the City of Pittsfield:—

The Committee on on Public Health and Safety

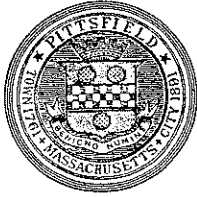
to whom was referred the petition from Councilors Rivers and White requesting an overview of the City's current policies and procedures regarding hypodermic syringes with needles and any other information regarding a solution to this public health issue

having considered the same, report and recommend that report be accepted and placed on file.

Respectfully submitted,


Lisa Tully

Chairman.



City of Pittsfield

June 8

2016

_____ 20 _____

To the City Council of the City of Pittsfield:-

The undersigned respectfully

requests that representatives from the Health, Police, Fire and Public Services departments present an overview of Pittsfield's current policies and procedures regarding hypodermic syringes with needles. Any information on plans for more comprehensive solutions to this public health issue would also be appreciated.

People in our community do not have a clear message on what they should do when they find used needles in public places and options must be given to the public to have these needles safely removed and disposed of beyond the Health Department's current hours.

Respectfully submitted,

A handwritten signature in cursive script that reads "Donna Todd Rivers".

Donna Todd Rivers
Councilor - Ward 5

A handwritten signature in cursive script that reads "Peter T. White".

Peter T. White
Councilor at Large



City of Pittsfield

June 20

2016

20

To the City Council of the City of Pittsfield:-

The undersigned respectfully

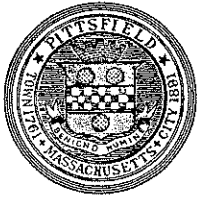
requests installation of left turn signals at the intersection of Center Street and Columbus Avenue for both northbound and southbound traffic.

Residents traveling this route, especially those in the senior housing complexes in the area, must sometimes wait through several traffic light cycles in order to make turns onto Columbus Avenue. Having a designated time for only left turns will allow those turns to be made safely and will alleviate traffic congestion.

Respectfully submitted,

Melissa Mazzeo
Councilor at Large

Christopher J. Connell
Ward 4 Councilor



City of Pittsfield

August 1 20 16

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Requests that the Public Health and Safety subcommittee and the Board of Health hold a joint meeting in September 2016 to give an annual update in collaboration with the Mass. DEP, Mass. DPH and the Federal EPA regarding the monitoring outcomes, monitoring protocols and upcoming activity associated with Building 71 and Hill 78 which are located on property owned by General Electric and abutting the Allendale Elementary School.

Respectfully submitted,

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

Kevin J. Morandi

City Councilor – Ward 2



City of Pittsfield

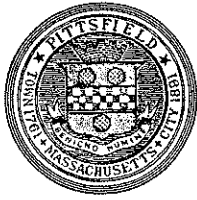
July 25 2016

To the City Council of the City of Pittsfield:-

The undersigned respectfully

I, resident of City of Pittsfield, Alexander Blumin ask City of Pittsfield Council to amend Pittsfield City Code pertaining Civil Rights and Human Rights Committee as instead of appointing people to the Committee by Mayor, all members of Civil Rights (Human Rights) Committee shall be elected by residents of Pittsfield.

Respectfully submitted by
 the U.S. citizen, Republican,
 Alexander Blumin *Alex Blumin*
 16 Hamlin St, Pittsfield, MA 01201
 cell ph: 413-212-0214



City of Pittsfield

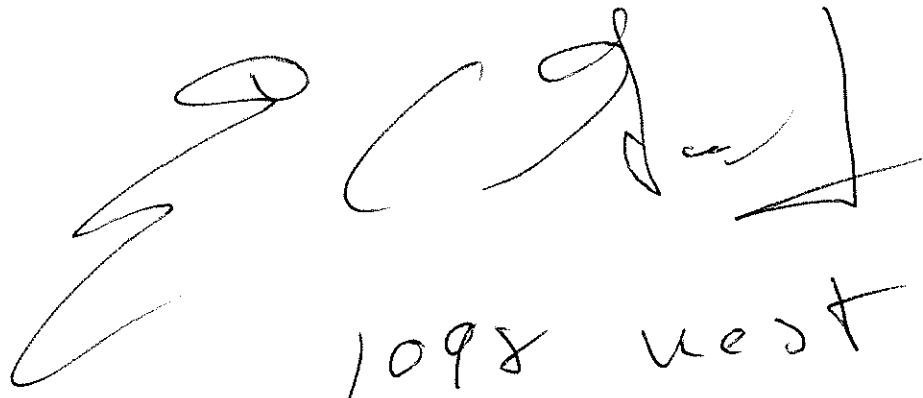
8/3 20 16

To the City Council of the City of Pittsfield:-

(2)

The undersigned respectfully

I AM suggesting that lateral boring samples be taken under the THS building to check for hazardous or toxic chemicals that may be there


1098 west st
Pittsfield, MA
01201



City of Pittsfield

CITY OF PITTSFIELD, MA
 01201

2016 AUG -2 A 11:13
August 02 2016

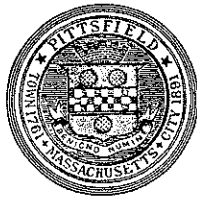
To the City Council of the City of Pittsfield:-

The undersigned respectfully

I, Alexander Blumin, ask City of Pittsfield Council to reconsider my Petition to stop considering any petitions for Resolutions for any Political, legal, Environmental and Union-labor related issues and allow me to speak, to explain my opinion, which I was unable to do on July 26, 2016 Ordinances & Rules Committee meeting due to my family Emergency. This is an attempt to avoid Court lawsuit by exercising Free Speech and Democratic process of expressing opposite opinions.

Date: August 02, 2016

Republican, Alex Blumin
 16 Hamlin St
 Pittsfield, MA 01201
 413-212-0214



City of Pittsfield

8/3 20 14

To the City Council of the City of Pittsfield:-

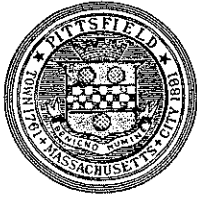
①

The undersigned respectfully

I AM requesting that any PITTSFIELD
CITIZEN or Taxpayer be given a
Tour of any facility owned by
THE CITY OF PITTSFIELD that they
choose to view

I AS a taxpayer and co-inventor
OF THE WROFFEN SAID FLOALY at the
two water plants have requested access
many times & have been denied

AS A TAXPAYER - I own all City
buildings as do any other taxpayers A-1
I REMAND ACCESS, there is no valid
reason why I shouldn't be able
to go there to do tours for taxpayers
students etc.



City of Pittsfield

8/3 20 16

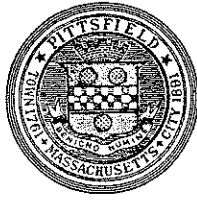
To the City Council of the City of Pittsfield:-

(3)

The undersigned respectfully

I am asking for the City on still time that Police Chief Wynn be brought before the City Council to explain which telephone lines at the Police Dept are recorded on non-rec'd lines. The officers who answer the phones there admit they do not know which lines are recorded or not record. This situation should be clearly stated

[Signature]
 1098 West St
 Pitts, MA - 01201



City of Pittsfield

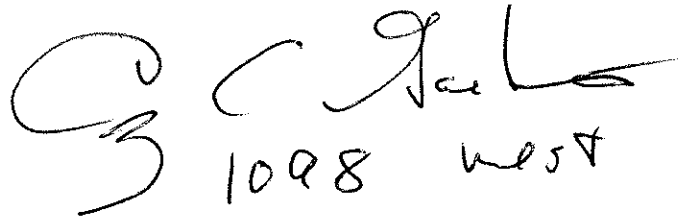
④ 8/3 2016

To the City Council of the City of Pittsfield:-

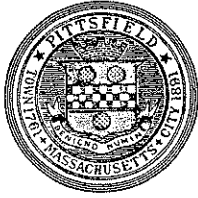
The undersigned respectfully

The City Council should start
addressing the possibility that I may
win my court case in Superior
Court to shut down the TTS
project until the taxpayer has
been given a vote

The Council should start
planning for a ballot question
on the Sept 8 primary election
asking the taxpayer whether they
want this new TTS or NOT


1098 West St

Pittsfield, MA, 01201



City of Pittsfield

⑤ 8/3 20 16

To the City Council of the City of Pittsfield:-

The undersigned respectfully

I am asking for the upcoming time that all members of Boards & Commissions have a name tag in front of them so the viewing audience knows who they are

[Handwritten Signature]
1098 West St
Pitts, MA 01201



City of Pittsfield

8/3 20 16

To the City Council of the City of Pittsfield:-

6

The undersigned respectfully

For TH 4TH on 5TH TIME I
AM REQUESTING THAT ANY CITIZEN
WHO SENDS A LETTER TO ANY
CITY OFFICIAL - THAT CITY OFFICIAL
SHOULD REPLY WITHIN 10 DAYS

MY LETTERS TO THE MAYOR
GO UNANSWERED TIME AFTER TIME

1098 WOOD ST
PITTS, MA 01201