



CITY OF PITTSFIELD
REGULAR MEETING
PITTSFIELD CITY COUNCIL
March 28, 2017 at 7:00 p.m.
Pittsfield City Hall, City Council Chamber

AGENDA

1. Open microphone

APPOINTMENTS

2. Appointment of Dennis L. Powell to the Licensing Board
3. Appointment of Joe Durwin and Carol Chiavetta to the Commission on Tourism
4. Reappointment of Nancy Nysten and Nicholas Caccamo to the Green Commission

COMMUNICATIONS FROM HER HONOR THE MAYOR

5. A communication from Mayor Tyer notifying the City Council of the appointments of Matthew Kirchner to the position of Lieutenant and Thomas Dawley to the position of Sergeant in the Pittsfield Police Department
6. A communication from Mayor Tyer submitting an Order authorizing the City of Pittsfield to accept a grant of funds in the amount of \$2,000 from the Executive Office of Public Safety and Security – Highway Safety Division
7. A communication from Mayor Tyer submitting an Order authorizing the City of Pittsfield to accept a grant of funds in the amount of \$40,689 from the Corporation for National and Community Service
8. A communication from Mayor Tyer submitting an Order authorizing the City of Pittsfield to accept a grant of funds in the amount of \$51,000 from MassDOT Aeronautics Division
9. A communication from Mayor Tyer submitting an Order authorizing the City of Pittsfield to accept a grant of funds in the amount of \$350,000 from the Executive Office of Health & Human Services
10. A communication from Mayor Tyer submitting an Order authorizing the City of Pittsfield to adopt certain provisions of Massachusetts General Law Chapter 40
11. A communication from Mayor Tyer submitting an Order authorizing the City of Pittsfield to grant a conveyance of an easement on Valentine Road to Western Massachusetts Electric Company
12. A communication from Mayor Tyer submitting an Ordinance amending the City Code, Chapter 16, Personnel, Section 16-12(a)

PUBLIC HEARING

13. A public hearing on an application from JFJ Holdings LLC for a special permit for an eating establishment with a drive-through facility pursuant to Article 23, Section 4.202 and 7.839 of the Zoning Ordinance for the premises located at 68 Dalton Avenue, 19 Harvard Street and 23 Harvard Street

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS AND BOARDS

14. A report of the Community Development Board on an application from JFJ Holdings LLC for a special permit for an eating establishment with a drive-through facility pursuant to Article 23, Section 4.202 and 7.839 of the Zoning Ordinance for the premises located at 68 Dalton Avenue, 19 Harvard Street and 23 Harvard Street, recommending approval with conditions

REPORTS OF COMMITTEES

Reports of the Committee on Ordinances and Rules

15. A report of the Committee on Ordinances and Rules on a communication from Mayor Tyer submitting an Order authorizing the City of Pittsfield to accept M.G.L., Chapter 40, Section 8J that allows an increase in the membership of the Commission on Disabilities, recommending it be approved
16. A report of the Committee on Ordinances and Rules on a communication from Mayor Tyer submitting an Ordinance amending Chapter 2, Administration, Article XLI, Commission on Disabilities, Section 2-234 (a) Membership and Terms, recommending it be approved
17. A report of the Committee on Ordinances and Rules on a communication from Mayor Tyer submitting an Ordinance amending Chapter 7 and Chapter 24 of the City Code as it relates to the Fire Department, recommending it be approved
18. A report of the Committee on Ordinances and Rules on a communication from Mayor Tyer submitting an Ordinance amending the City Code, Chapter 6, Finance and Taxation, Article XV, Section 6-83, recommending it be amended and approved

Report of the Committee on Public Health and Safety

19. A report of the Committee on Public Health and Safety on a communication from Mayor Tyer submitting an Order authorizing the City of Pittsfield to enter into the Inter-Municipal Agreement of the Berkshire Public Health Alliance, recommending it be approved

Report of the Committee on Public Works and Utilities

20. A report of the Committee on Public Works and Utilities on a communication from Mayor Tyer submitting planned street repair projects for 2017, recommending the report be accepted and placed on file

Report of the Committee of the Whole

21. A report of the Committee of the Whole on a communication from Mayor Tyer submitting an Order authorizing the City Treasurer to borrow \$4,900,000 to pay the costs of final design of the wastewater treatment plant nutrient removal upgrade, recommending approval

Report of the Committee on Finance

22. A report of the Committee on Finance a communication from Mayor Tyer submitting an Order appropriating \$169,000 from Water Enterprise Fund/Certified Retained Earnings to an account in the Department of Public Utilities/Water Division, recommending approval

UNFINISHED BUSINESS

23. 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)

NEW BUSINESS

24. A petition from Central Berkshire Habitat for Humanity requesting waiver of the building permit fees for 94 Clarendon Street, Pittsfield

MATTERS TENTATIVELY REFERRED BY THE PRESIDENT UNDER RULE 27

Referred to the Traffic Commission

25. A petition from Councilor Morandi requesting installation of a stop sign on the north side of the intersection of Curtis Street and Fourth Street
26. A petition from Councilor Morandi requesting a “No Parking” zone on the southwest side of Orchard Street from North Street to First Street
27. A petition from Councilor Morandi requesting “One Hour” parking on the east side of Brown Street between Curtis Street and Tyler Street be changed to “No Parking”

Referred to the Mayor

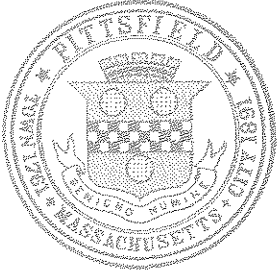
28. A petition from James Boyle requesting the City Council go on record in opposition to racism and sexism and requesting an update of plans from the City and Schools on plans to diversify employment hiring

Referred to the Police Department

29. A petition from Alexander Blumin requesting enforcement of traffic rules

Referred to the City Solicitor

30. A petition from Alexander Blumin requesting only Pittsfield residents or taxpayers be allowed to file petitions or request City Code or Charter Changes



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

70 Allen Street, Pittsfield, MA 01201

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

Linda M. Tyer
Mayor

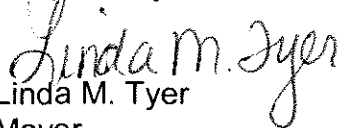
March 9, 2017

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

Dear Councilors,

It is my sincere privilege to submit herewith for your consideration, the appointment of Dennis L. Powell, of 21 Meadowview Drive, Pittsfield, MA to the Licensing Board for a term expiring June 3, 2019.

Respectfully submitted,


Linda M. Tyer
Mayor

Dennis L. Powell

21 Meadowview Dr. Pittsfield, MA 01201 Phone: 413 464-9060 or Cell: 617 501 5159 E-Mail
dpowell8@nycap.rr.com

PERSONAL:

BORN: June 26, 1945 MARITAL STATUS: Divorced CHILDREN: 3- 2 Step Children
GRANDCHILDREN: 4

EDUCATION:

CULINARY INSTITUTE OF AMERICA CLASS OF 1968 NEW HAVEN, CONN.

- A. O. S. Degree (Associate Occupational Studies)
- NiFi Certified (Applied Foodservice Sanitation Certification—National Institute for the Foodservice Ind.)
- Course experience: Culinary Preparation & Service, Hotel Restaurant Management, Food & Beverage Cost Control, Food Purchasing-Receiving-Storing-Issuing, Restaurant Lay-out & Design, Menu Planning, Mixology & Bar management, Wine Appreciation, Understanding Baking & Classical Baking, Dining Room Management and Service, Sanitation & Safety

PITTSFIELD HIGH SCHOOL CLASS OF 1963 PITTSFIELD, MA.

WORK EXPERIENCE:

Retired/Consultant Food Service Hospitality Industry 2010

Berkshire Farm Center and Services for Youth Canaan, NY Director of Food Service/Culinary/Hospitality
2003 – 2010

- Responsible for the development and implementation of a hospitality/culinary program for the youth interested in a career in the Hospitality Food Service Industry.
- Responsible for the hiring and supervision of all food service personnel, developing and managing a million plus operating budget, menu development that addresses today's nutritional guidelines, staff development and training in healthy food preparation.

Boston Symphonie Orchestra Boston, MA Maitre 'D 11/ 2000 – 8/2003

- Responsible for staffing, training and supervision of wait staff for the Symphony Café and The Boston Pops. I was also responsible for all patron/guest reservation, budget development and special function...

The Christian Center of Pittsfield Pittsfield, MA Executive Director 1997 – 1999

- Responsible for the supervision of the business and charitable functions of the Center – responding to the needs of the community; budgeting; fundraising; event planning; interacting with other agencies;

Catering By Design, Pittsfield, MA Chef Owner 1990 - 2000

- Provided both on and off premise catering of various types of function locally as well as Cities such as New York, Philadelphia, PA, and Harbor Hill, NJ. The food for each event was designed for the occasion, make-up of guest, and budget allowed.

Berkshire Theater Festal Stockbridge, MA Executive Chef 1994 - 1996

- Responsible for providing 175 meals three times daily, to apprentice, stage crew, actors & actresses. The emphasis was on creativity with a small budget - and food had to be of the highest quality. Over 60% of the diners were strict Vegetarian- this created quite the daily challenge.
- Catered all food events for Opening Night Performances, for Cast and invited guest. Also catered all events hosted by the Artistic Director

Dennis L. Powell

Williamsville Inn Great Barrington, MA Executive Chef 1992 - 1993

- Responsible for menu development, all purchases, receiving, storage, pre-preparation, preparation, and service. Here I increased sales and reduced food cost from 35% to 29%, while maintaining quality of food and presentation

Wendell House Bistro Pittsfield, MA Chef Owner 1987 - 1990

- The Bistro, described as the "Culinary Melting Pot of The Berkshires", served both lunch and dinner - offered American, French, German, Spanish and Creole Cuisine's. Within two years the restaurant received a Two Star Rating, by Mobile Travel Guide, for providing a fine dining experience. In addition to providing great tasting food and atmosphere, the guests were entertained with table side cooking of entrée's and desserts, along with the smooth sound of live Jazz...

Culinary Institute Of America Hyde Park, NY Instructor / Administrator 1972 - 1986

- **Instructor**, Dining Room Service - American, French, Russian, Butler, Service Techniques; also instructed in Mixology, Bar Management & Costing, Wine Appreciation and Service. I also taught the following classes during my tenure - Food & Beverage Cost Control, Menu Development & Restaurant Layout & Design, Food Service Sanitation
- **Department Chairman**, Food & Beverage Management Courses: Responsibilities included course development, faculty evaluation and supervision of 30 Instructors, establishing and managing Department Budget was also required of the position
- **Director of Admissions**: Responsible for hiring and supervision of Admissions Staff. Producing a recruiting schedule to maintain an enrollment of 72 students every three weeks.

Hilton Hotel New York, NY Restaurant Manager / F&B Controller / F&B Manager 1970 - 1972

- After a brief stay in an Apprentice Program in Food & Beverage Management at the Waldorf Astoria, I was assigned to the Hotel New Yorker, as Restaurant Manager, responsible for forecasting sales, developing and managing a budget, hiring and firing of personnel. I was recognized by Hilton's Corporate Office for my ability to reduce payroll significantly. I later became Food & beverage Comptroller; overseeing and controlling the financial operation.

PROFESSIONAL HONORS:

- **Member of a team that received 5 gold medals from an International Cooking Competitions, Basel, Switzerland 1977**
- **Recognition Award - Outstanding Service Culinary Teachers Association 1973**
- **Diploma Of Honor, Societe Culinnaire Philanthropique 1977**


COMMUNITY HONORS:

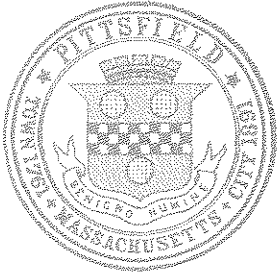
- **Outstanding Volunteer Award given by - Berkshire Center For Families And Children**
- **Named by The South Advocate as Pittsfield's M. V. P. - (most Valuable Person)**



Dennis L. Powell

COMMUNITY INVOLVEMENT:

- President, Berkshire County Branch NAACP; Chair of Educational Committee Berkshire County Branch NAACP, Community Activist; Past Board Member: Berkshire Museum, Pittsfield Economic Revitalization , Berkshire County Regional Employment; Past Chair - Advisory Council – MCAD; Past Member Police Citizen Advisory Committee; Past Member Alumni Board Pittsfield Boys Club; I Am MAPP Certified (Massachusetts Approach To Partnerships In Parenting); Coached An Inclusive Soft Ball League for Children Of All Ages; Established A Multicultural Book Collection For Children and Young Adults At The Berkshire Athenaeum - In Memory Of My Wife, Over 500 Books In The Collection; Prepared Meals For The Homeless At St., Stephen's Church For Over 12 Years
 - Chef For Gala Food Events For Berkshire Center For Families And Children 5 Years
 - Chef Organizer Pasta PAZZAS - a Fund Raiser For St. Joseph High School 6 Years
 - Pancake Breakfast - St. Joseph High School 6 Years
- 



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

Linda M. Tyer
Mayor

March 9, 2017

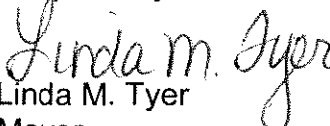
To the Honorable Members of the City Council
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Councilors,

It is my sincere privilege to submit herewith for your consideration, the following appointments to the Commission on Tourism for terms expiring March 14, 2020:

Joe Durwin of 63 Delancy Avenue, Pittsfield, MA 01201
Carol Chiavetta of 122 North Street, Pittsfield, MA 01201

Respectfully submitted,


Linda M. Tyer
Mayor

Cc: Jen Glockner, Cultural Development Director

Joe Durwin

C.V. ~ 2015

m. 413.347.9877 e. joe.durwin@gmail.com

Professional Background

Freelance Writer/ Content Creator

[2002-Present]

- Published work ranging from national and regional publications to books and peer-reviewed academic publication.
- Provided content, services, and professional commentary for a variety of print, web, radio and television media outlets, including but not limited to: *Advocate Weekly, North Adams Transcript, PBS, SyFy Channel, RawStory.com, History Canada, Arizona Highways, Fate Magazine, Arthur Magazine, Weird Arizona, Weird New England, Pittsfield Community Television, Chiller TV, the Berkshire Review, the Journal of Trickster Studies, The Tom Gulley Show, WBRK FM, WUPE FM, WTBR FM, Project 413, and Berkshire Family Focus.*

Freelance Public Relations, Marketing, Research and Organizational Consultation [12/08-Present]

- Created, built and maintained successful social media platforms for numerous enterprises, organizations, events and individual professionals.
- Crafted effective strategic advertising campaigns and advised or supervised institutional marketing plans and budgets.
- Conceived and executed numerous highly successful publicity campaigns for events, products, and causes that included concrete metrics for demonstrating specific reach and results.
- Provided comprehensive press and public relations services, including also public representation and story-seeding.
- Planned, arranged and executed all facets of on site event promotion and direct marketing for a variety of different products and services in diverse conference and trade show environments.
- Established and expanded databases of targeted leads, subscribers, and customers through exhaustive research, contact development and innovative marketing interface with the public.
- Provided complete start-to-finish event planning services including all preparation, promotion and on site management of diverse functions. Alternately have provided targeted event support and supervision, of specific facets (e.g. food service, entertainment, box office) as desired.

Pittsfield Correspondent – Boxcar Media, Inc [2011-2015]

- Served as primary municipal correspondent on local government, education, and local business in the city of Pittsfield, for the largest online news organization in the Berkshire County, Massachusetts region.
- Weekly coverage of a wide range of local news, including but not limited to elections at local, state and federal level, city operations, business and economic development, education, major crimes and weather events, community features, arts & entertainment, and local history.

Community & Artist Relations Manager- Berkshire Opera Company

[01/08-09/08]

- Oversaw all public and artist relations, media and marketing, event coordination, as well as educational and outreach efforts for the company's 2008 season.

Joe Durwin

C.V. ~ 2015

m. 413.347.9877 e. joe.durwin@gmail.com

Circulation Attendant & Computer Services Liaison

[08/05-09/07]

Responsible for providing information and services to a broad range of patrons in a busy metropolitan branch library; helped connect an average of 1,000 branch patrons per day with library services & information

Assisted in overseeing the circulation of nearly half a million items in PPL's collection

Assisted in the planning and execution of community outreach and educational activities

Served as Computer Services Liason between library branches and the Central Library's Technical Support

Volunteer/ Board/ Organization Affiliations

Pittsfield Parks Commission – (Appointed by Mayor Tyer, 2016-)

Springside Park Conservancy (Inc.)- President (2013-)

Friends of Springside Park- Clerk (2015-); President (2013-2014); Publicity Coordinator (2011-2013)

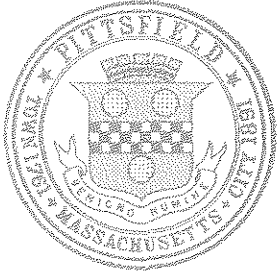
Mosquito Control Study Group (2014-2015) – Ad Hoc Task Force, City of Pittsfield

Pittsfield Community Television -Member (2012-2015)

Vincent J. Hebert Arboretum - Secretary (2012-2015)

Zeitgeist Gallery, Inc Board of Directors, (2008-2009)

Carol Chiavetta has over 25+ years in entertainment marketing. As CMO of Blue Man Productions, she managed Blue Man Production developing and overseeing all marketing initiatives. Carol worked at Disney Theatrical where she worked on *The Lion King*, *Aida*, and *Beauty and the Beast*. Her work has encompassed many Broadway and off-Broadway companies and productions including, but not limited to Manhattan Theatre Club where she worked to successfully launch Manhattan Theatre Club's Biltmore Theatre, Baz Luhrmann's *La Boheme*, *Avenue Q*, *Wicked*, and *On the Town*. Carol is happy to be working at Barrington Stage Company .



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Linda M. Tyer
Mayor

March 9, 2017

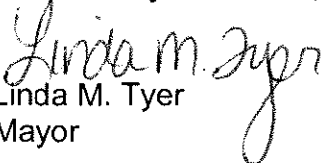
To the Honorable Members of the City Council
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70 Allen Street
Pittsfield, MA 01201

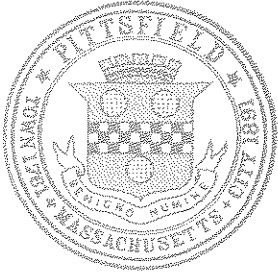
Dear Councilors,

It is my sincere privilege to submit herewith for your consideration, the following reappointments to the Green Commission for terms expiring March 14, 2020:

Nancy Nysten (Associate Director at CET), of 112 Elm Street, Pittsfield, MA 01201
Nicholas Caccamo, of 130 Parkside Avenue, Pittsfield, MA 01201

Respectfully submitted,


Linda M. Tyer
Mayor



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Linda M. Tyer
Mayor

March 9, 2017

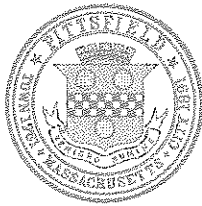
To the Honorable Members of the City Council
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Councilors,

I am submitting this communication to notify you that I am appointing Matthew Kirchner to Lieutenant and Thomas Dawley to Sergeant in the Pittsfield Police Department in accordance with Civil Service regulations.

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

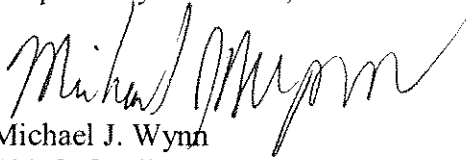
March 6, 2017

Honorable Linda Tyer
70 Allen Street
Pittsfield, MA 01201

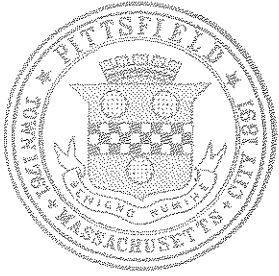
Dear Mayor Tyer:

Submitted herewith for your approval and referral to the City Council is the appointment of Matthew Kirchner to Lieutenant and Thomas Dawley to Sergeant 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

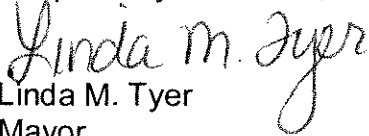
March 9, 2017

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

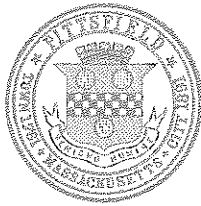
Dear Councilors,

Submitted herewith for your consideration an Order authorizing the City of Pittsfield to accept a 2017 Child Passenger Safety Equipment Grant in the amount of \$2,000.00 from the Executive Office of Public Safety and Security-Highway Safety Division.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB
Enclosure



**CITY OF PITTSFIELD
POLICE DEPARTMENT**

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

OFFICE OF THE CHIEF OF POLICE

(413) 448-9717

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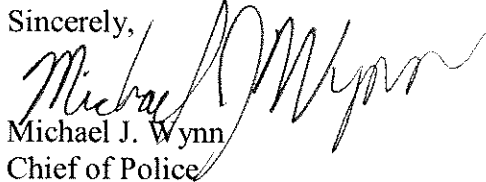
March 3, 2017

Honorable Linda Tyer
Mayor - City Of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Mayor Tyer:

Submitted for your consideration, is an authorization requesting the City of Pittsfield to accept a 2017 Child Passenger Safety Equipment Grant in the amount of \$2,000.00 from the Executive Office of Public Safety and Security-Highway Safety Division to the Pittsfield Police Department.

Sincerely,


Michael J. Wynn
Chief of Police

c: Matthew Kerwood, Finance

“DEDICATED TO EXCELLENCE”

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 FY17 GRANT OF FUNDS
IN THE AMOUNT OF \$2,000.00 FROM THE MASSACHUSETTS EXECUTIVE
OFFICE OF PUBLIC SAFETY – HIGHWAY SAFETY DIVISION**

Ordered:

That the City of Pittsfield, acting through its Mayor and City Council, and pursuant to M.G.L. Chapter 44, Section 53A, is hereby authorized to accept a FY2017 Child Passenger Safety (CPS) Equipment Grant in the amount of \$2,000.00 from the Massachusetts Executive Office of Public Safety –Highway Safety Division to the Pittsfield Police Department.

Margaret Gregory - Bilotta

From: Michael Wynn
Sent: Tuesday, February 28, 2017 1:26 PM
To: Margaret Gregory - Bilotta; Traffic Division
Cc: Gary Traversa
Subject: FW: FFY 17 CPS Grant Award and Ordering Instructions
Attachments: 2017 CAR SEAT ONLY PRODUCT LINE.pdf; CPS price list 2017.pdf; FFY17 CPS Car Seat Order Form.xlsx; Pittsfield PD FFY17 CPS Award Letter.pdf

FYI.

From: Leduc, Alisa (EPS) [<mailto:alisa.leduc@state.ma.us>]
Sent: Tuesday, February 28, 2017 1:25 PM
To: Michael Wynn
Cc: James McIntyre
Subject: FW: FFY 17 CPS Grant Award and Ordering Instructions

Attached is the award letter for your agency for the FFY17 CPS Equipment Grant. Thank you for your patience as the award process has taken longer than usual this year.

The process for purchasing seats is as follows:

Review the attached Product Line and Car Seat Price List documents,

Place an order using the attached order form and submit to me electronically,

I will then send the order to the vendor (Mercury Distributing) who will fulfill the order and deliver to the address provided on your order form.

All Orders must be submitted to me no later than March 15, 2017

The amount you can spend on car seats is indicated on your award letter. The order sheet has formulas built in so it will calculate your order total.

Please be aware your order total must be equal to or less than your awarded amount. I will be submitting orders on March 17; deliveries are expected to arrive within 4 weeks (unless an item is backordered)

Some clarifications

Case packs refer to the number of seats in the box. Some products may have 4 seats per box. The price however is given per seat.

Ensure the total quantity column reflects the total number of seats if selecting a case pack to ensure the correct cost is shown.

Make sure the address listed on your order form is the address you want to the seats delivered. The vendor has been instructed to make sure all shipments are received in person.

Vendor will not leave boxes on the steps, driveway etc. If you have special instructions please indicate that on the order form.

Shaded items on the pricing sheet have been discontinued but limited quantities may be available. If you choose a shaded item, I may follow up with you to adjust your order after I speak with the vendor

Thank you,

Alisa (Ali) Leduc
Program Coordinator
Executive Office of Public Safety and Security
Highway Safety Division
Office of Grants and Research
10 Park Plaza – Suite 3720
Boston, MA 02116
617-725-3367

Michael Wynn
Chief Of Police

Pittsfield Police Department
39 Allen Street
Pittsfield, MA 01201
413.448.9700 x330
mwynn@pittsfieldpd.org

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CHARLES D. BAKER
Governor

Office of the Governor
Commonwealth of Massachusetts

State House
Boston, Massachusetts 02133
Tel: (617) 725-4000

KARYN E. POLITO
Lieutenant Governor

February 27, 2017

Chief Michael Wynn
Pittsfield Police Department
39 Allen St
Pittsfield, MA 01201

Dear Chief Wynn:

I am pleased to inform you that the Executive Office of Public Safety and Security's Highway Safety Division is awarding \$2000 in FFY 2017 Child Passenger Safety (CPS) Equipment Grant funding to the Pittsfield Police Department.

In the short term, Alisa Leduc, Program Coordinator for the 2017 CPS Grant, will email the necessary documents to order the car seats. The email will include: an order form, product line manual, and product pricing sheet along with ordering instructions. Please submit the order to Ms. Leduc no later than 3/15/2017 .

If you have any questions related to the grant, please contact Ms. Leduc at Alisa.Leduc@state.ma.us.

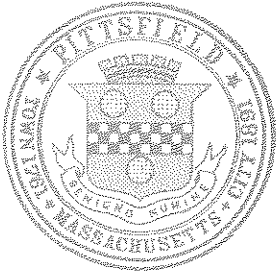
Sincerely,

Handwritten signature of Charles D. Baker in black ink.

Governor Charles D. Baker

Handwritten signature of Karyn E. Polito in black ink.

Lt. Governor Karyn E. Polito



THE CITY OF PITTSFIELD
OFFICE OF THE MAYOR
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(413) 499-9321 • ltyer@pittsfieldch.com

Linda M. Tyer
Mayor

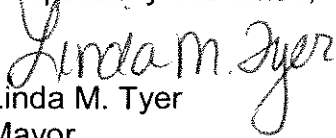
March 9, 2017

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

Dear Councilors,

Submitted herewith for your consideration an Order authorizing the City of Pittsfield to accept a grant of funds in the amount of \$40,689.00 from the Corporation for National and Community Service.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB
Enclosure



RSVP VOLUNTEER PROGRAM - 16 BARTLETT AVENUE - PITTSFIELD, MA 01201

Main Office: (413) 499-9345 - Volunteer Coordinator: (413) 395-0107 - Fax: (413) 442-0422 - E-mail: RSVP@pittsfieldch.com
Web-site: www.pittsfield.com - Click: Departments - Click: RSVP

March 1, 2017

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

Dear Mayor Tyer:

Submitted for your consideration, is an authorization requesting the City of Pittsfield to accept a grant of funds in the amount of \$40,689.00 from the Corporation for National and Community Service.

Respectfully Submitted,

Cheryl Whalen
Director Berkshire County RSVP

cc: Matthew Kerwood Director of Finance & Administration
Allison Bottume City Accountant



City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS IN THE AMOUNT OF \$40,689.00 FROM THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

No. _____

Ordered:

That the City of Pittsfield, by and through its Mayor and City Council, is hereby authorized to accept a grant of funds in the amount of Forty Thousand Six Hundred and Eighty-Nine (\$40,689.00) Dollars from the Corporation for National and Community Service, and that said funds may be expended pursuant to Massachusetts General Laws, Chapter 44, Section 53A, and in accordance with the provisions of the grant, a copy of which is attached to this Order.

Notice of Grant Award**Corporation for National and Community Service**601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323**Retired and Senior Volunteer Program****Grantee**

City of Pittsfield

EIN: 046001408

City Hall 70 Allen St Pittsfield MA 01201-6250

DUNS: 084069624

Award Information

Agreement No.:	15SRAMA003	Performance Period:	04/01/2015 - 03/31/2018
Amendment No.:	5	Budget Period:	04/01/2017 - 03/31/2018
CFDA No.:	94.002	Grant Year:	3

Award Description

This FY17 award provides funding of \$40,689 plus \$1,888 of carryforward from FY16 for RSVP for the period 4/1/17-3/31/18.

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic and Volunteer Service Act of 1973, as amended (42 U.S.C. Chapter 22).

Funding Information

Year 3	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$0	\$40,689	\$40,689
Grantee's Unobligated Balance (Carryover)	\$0	\$1,888	\$1,888
Total Available	\$0	\$42,577	\$42,577

Cumulative Funding for Project Period

Total Awarded in Previous Amendments	\$87,878
Total CNCS Funds Awarded to Date	\$128,567

Funding Source and Amount

2017--OPE1-P74-OPO-22107-4101 \$40,689.00

Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/2017GeneralTAndC20161129-508.pdf>, and the Program Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/2017RSVPTAndC2-13-17-508-20170224.pdf>. Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and guidelines. Recipient agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Corporation for National and Community Service:



02/28/2017

City of Pittsfield

Legal Applicant

Signature

Award Date

Notice of Grant Award

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

Retired and Senior Volunteer Program

Grantee

City of Pittsfield

City Hall 70 Allen St Pittsfield MA 01201-6250

EIN: 046001408

DUNS: 084069624

Corporation for National and Community Service:

Janet Caranci

Senior Grants Officer

Janet Caranci, 215-964-6315

Grants Officer

Sherry McClintock

Program Officer

Cheryl Whalen

Project Director

Roberta T. Mcculloch-Dews

Certifying Official/Executive Officer

PART I - FACE SHEET

APPLICATION FOR FEDERAL ASSISTANCE <small>Modified Standard Form 424 (Rev.02/07 to conform to the Corporation's eGrants System)</small>		1. TYPE OF SUBMISSION: Application <input checked="" type="checkbox"/> Non-Construction														
2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS): 01/10/17	3. DATE RECEIVED BY STATE:	STATE APPLICATION IDENTIFIER:														
2b. APPLICATION ID: 17SR190426	4. DATE RECEIVED BY FEDERAL AGENCY: 01/10/17	FEDERAL IDENTIFIER: 15SRAMA003														
5. APPLICATION INFORMATION																
LEGAL NAME: City of Pittsfield DUNS NUMBER: 084069624	NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes): NAME: Cheryl Whalen TELEPHONE NUMBER: (413) 499-9345 FAX NUMBER: (413) 442-0422 INTERNET E-MAIL ADDRESS: cw_halen@pittsfieldch.com															
ADDRESS (give street address, city, state, zip code and county): City Hall 70 Allen St Pittsfield MA 01201 - 6250 County: Berkshire	6. EMPLOYER IDENTIFICATION NUMBER (EIN): 046001408															
8. TYPE OF APPLICATION (Check appropriate box). <input type="checkbox"/> NEW <input type="checkbox"/> NEW/PREVIOUS GRANTEE <input checked="" type="checkbox"/> CONTINUATION <input type="checkbox"/> AMENDMENT If Amendment, enter appropriate letter(s) in box(es): <input type="text"/> <input type="text"/>	7. TYPE OF APPLICANT: 7a. Local Government - Municipal 7b.															
A. AUGMENTATION B. BUDGET REVISION C. NO COST EXTENSION D. OTHER (specify below):	9. NAME OF FEDERAL AGENCY: Corporation for National and Community Service															
10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.002 10b. TITLE: Retired and Senior Volunteer Program	11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: RSVP Berkshire															
12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc): The Berkshire towns include: Adams, Cheshire, Clarksburg, Florida, Hancock, New Ashford, North Adams, Savoy, Williamstown; Becket, Dalton, Hinsdale, Lane	11.b. CNCS PROGRAM INITIATIVE (IF ANY):															
13. PROPOSED PROJECT: START DATE: 04/01/15 END DATE: 03/31/18	14. CONGRESSIONAL DISTRICT OF: a.Applicant <input type="text" value="MA 01"/> b.Program <input type="text" value="MA 01"/>															
15. ESTIMATED FUNDING: Year #: <input type="text" value="3"/>	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? <input type="checkbox"/> YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE: <input checked="" type="checkbox"/> NO. PROGRAM IS NOT COVERED BY E.O. 12372															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">a. FEDERAL</td> <td style="text-align: right;">\$ 42,577.00</td> </tr> <tr> <td>b. APPLICANT</td> <td style="text-align: right;">\$ 91,665.00</td> </tr> <tr> <td>c. STATE</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>d. LOCAL</td> <td style="text-align: right;">\$ 87,490.00</td> </tr> <tr> <td>e. OTHER</td> <td style="text-align: right;">\$ 4,175.00</td> </tr> <tr> <td>f. PROGRAM INCOME</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>g. TOTAL</td> <td style="text-align: right;">\$ 134,242.00</td> </tr> </table>	a. FEDERAL	\$ 42,577.00	b. APPLICANT	\$ 91,665.00	c. STATE	\$ 0.00	d. LOCAL	\$ 87,490.00	e. OTHER	\$ 4,175.00	f. PROGRAM INCOME	\$ 0.00	g. TOTAL	\$ 134,242.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> YES if "Yes," attach an explanation. <input checked="" type="checkbox"/> NO	
a. FEDERAL	\$ 42,577.00															
b. APPLICANT	\$ 91,665.00															
c. STATE	\$ 0.00															
d. LOCAL	\$ 87,490.00															
e. OTHER	\$ 4,175.00															
f. PROGRAM INCOME	\$ 0.00															
g. TOTAL	\$ 134,242.00															
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.																
a. TYPED NAME OF AUTHORIZED REPRESENTATIVE: Roberta T. McCulloch-Dews	b. TITLE:	c. TELEPHONE NUMBER: (413) 499-9321														
d. SIGNATURE OF AUTHORIZED REPRESENTATIVE:		e. DATE SIGNED: 01/10/17														

Narratives

Executive Summary

EXECUTIVE SUMMARY

Berkshire RSVP's mission is to encourage older adults to volunteer by matching their skills to local community needs, to recruit and place volunteers to assist agencies implement impact programming, to identify unmet community needs, and to design signature impact projects to address compelling problem issues.

RSVP's total FY'15-16 budget is being submitted for \$124550.00 Our sponsor (the City of Pittsfield) will provide \$83861.00 (67.3%) and our Grant request to CNS will be for \$40,689 (22.7%), RSVP Projects 280 active volunteers and 80 Stations projected for FY 18 and 5 Signature programs.

The FY 15-18 Federal Grant (4/01/15-- 3/31/18) will support RSVP in addressing the CNS Strategic Service categories: Disaster Services ,Education, Healthy Futures, Economic Opportunities and Senior Citizen Assistance.

Actual Outcomes - Data will be collected by surveys, volunteer tracking, station reports and project evaluations. Education- Reading literacy will show increases in learning by standardize testing. The outcomes we anticipate from the Work Plans are: fostering quality of life and education for senior's independent living (Transportation, Froio Senior Center, Senior Elder Services Nutrition meals), Economic Opportunities, literacy mentors (Berkshire County Sheriff's office).(Pittsfield Visitor Center), Housing Infrastructure for low income families (Habitat for Humanity), Career Education for Youth (Junior Achievement), and Healthy Futures (American Cancer Society's Road to Recovery & Bosom Buddy Bags). Employment education (Good Will)

1-6-17 UPDATE FOR Year 3 Continuation Grant Application:

FUNDING:

RSVP's total FY'17-18 budget is being submitted for \$134,242.00 Our sponsor (the City of Pittsfield) will provide Grantee Share of 87,490 (65%) after adding In Kind of \$4,175 (3%) the total for Applicant Share is \$91,665 (68%) and our Grant request to CNS will be for \$40,689 (plus Augmentation balance of \$1888.) When the basic Grant request of \$40,689 is added to the Augmentation balance of \$1888, the Grant request adds to \$42,577.00 (32 %.)

Narratives

STAFF SALARIES, BUDGET CHANGES:

Some line items in our Grantee Budget have had to be changed since our last Continuation Application.

The Salary for the Director was decreased due to the Mayors direction to all Directors/City Department Heads that they would not receive the yearly step raise for 2017-18 due to budget constraints on the city.

Our previous Volunteer Coordinator, Marissa Bogins, accepted a new position, with another employer, that offered a much higher salary in May of 2016. We welcomed Stephanie Bordeau in June 2016. Stephanie jumped in and hit the ground running. She has over 30 years of experience in working with people, seniors and with volunteers. She has been with us a little over 6 months and has contributed to the increased success of our grant's work plans.

This position shows a decrease due to the pay step Stephanie started at in this position being lower than where Marissa had been at the time of her departure.

Because of the turnover in this position due to low salary compensation and the potential loss of the Administrative Assistant due to low salary compensation as well, the RSVP Director is working with the City of Pittsfield's Personnel Director to be able to make some increases in salary for both of these positions that not only will better reflect the value and hard work that is required for those positions but would also improve retention of our valuable staff.

Additionally, all Department Heads/Directors were directed to trim their department budgets as much as possible. RSVP was able to get a smaller, less expensive copier machine that was able to do all of the functions we needed and had with the more expensive model when our contract was up and it was time to make the decision to keep the same copier or get a different model. Last year cost in budget for copier lease and maintenance was \$4479. This year copier cost in budget is \$1982.

HIGHLIGHTS, ACCOMPLISHMENTS, IMPROVEMENTS AND OTHER IMPORTANT UPDATES INCLUDE:

Disaster Assistance Provided Work Plans-one is Creating Disaster Kits, and the other is Performing Outreach. Last Reporting period, April 1, 2015 through March 31, 2016, we had 0 Kits created and given out and by September 30, 2016 we had given out 25 disaster kits. During this same reporting period we had given presentations about Disaster Preparedness to 0 people. As of September 30, 2016 we have presented to 115 people. While we have a way to go to reach our targets, in only the past 6 months, since March 31, 2016, we see we have made great progress in a short period of time and at this rate believe this progress will continue.

Narratives

The K-12 Success Work Plan has also seen good progress towards reaching our target number of 34 unduplicated volunteers. During the last reporting period, April 1, 2015 through March 31, 2016, we had 17 unduplicated volunteers. In the last 6 months, from March 31, 2016 to September 30, 2016 we have added 9 volunteers for a new total of 26. We believe we will reach our target number by March 31, 2018.

TRANSPORTATION SURVEY:TRANSPORTATION-AGING IN PLACE WORK PLAN

The RSVP Van Transportation Survey completed in August 2016 showed very positive results. 82 surveys were sent out and 26 were returned.

When given the statement, Because I use the RSVP Van Transportation, I feel I have close ties to more people., 96% answered, Yes.

When given the statement, Because I use the RSVP Van Transportation, I feel less lonely. 96% answered, Yes.

When asked, Are you able to afford a transportation service with a fee? 69% say, No.

When asked, Is the RSVP Transportation Service helpful allowing you access to community services? 100% answered, Yes.

When asked, Were you satisfied with the Driver/Dispatcher Assistance? 100% said, Yes.

Some comments written on the surveys when asked, How can we improve our service? are I think its terrific as it is, I think it's just great as it is., Its just perfect the way it is., They are great now! The best service in the world!

Thank you so much for considering our grant request. We believe that if funded, you will continue to see an impact, mission and volunteer focused organization that bring volunteers and non-profits together to improve our community.

Strengthening Communities

STRENGTHENING COMMUNITIES

DEMOGRAPHIC AND GEOGRAPHIC FEATURES

RSVP Berkshire serves the Western County of Massachusetts, which is bordered by 3 states: Vermont on the north, New York on the west and Connecticut on the south. The County represents a region well-defined by the physical feature of mountains running along the western & eastern borders, historic traditions, and sectional social and economic interdependence. Berkshire County, comprised of 2 cities and 30 towns in an area of 946 square miles, is mostly rural in nature, with only 8% of land

Narratives

developed for residential purposes. The major economic income generator is Tourism. The county is often defined according to its 3 sub divisions -- North, Central & Southern Berkshire. While tied together economically, socially and politically, the regions do experience some degree of independence from one another, primarily due to the 50 mile span from North to South of the county. Northern Berkshire consists of the following municipalities: Adams, Cheshire, Clarksburg, Florida, Hancock, New Ashford, North Adams, Savoy, Williamstown; Central Berkshire consists of: Becket, Dalton, Hinsdale, Lanesboro, Peru, Pittsfield, Richmond, Washington, Windsor; Southern Berkshire consists of: Alford, Egremont, Great Barrington, Lee, Lenox, Monterey, Mount Washington, New Marlborough, Otis, Sandisfield, Sheffield, Stockbridge, Tyringham, West Stockbridge. Although Berkshire RSVP serves the whole county, the majority of RSVP volunteers live, serve and are placed in the central region, which is the most populated area, which is Pittsfield, Lanesboro, Dalton, Lenox and Lee. These towns combined account for 50% of the county's total population.

Berkshire RSVP is both sponsored by and home based in the City of Pittsfield, which is the largest municipality in the county with 44,737 residents. According to the 2010 US Census Bureau Demographic Profile Data, Berkshire County is home to 131,219 people (33,740 of those are persons age 60+). In a January 2010, a Berkshire Eagle article reports the county has decreased by 4.2% since 2000, while the only segment of the population remaining constant and trending to increase are those 55+, who represent 32% of the total county population -- a significant factor in RSVP recruitment efforts.

The City of Pittsfield serves as the county seat, has the largest hospital, court system, & major mall, and therefore is the 'hub' of the county. The RSVP main office, which is located in downtown Pittsfield, couldn't be better strategically placed in the local library! It affords us visibility to the largest group of adults 55+ in a centrally, well visited site. Massachusetts has a larger percentage of the 'older old' (85+ years old) than the country as a whole. The former decline of Massachusetts' 'younger old' (60 -- 74 years of age) segment over the past decade is steadily increasing -- especially Baby Boomers born 1946 to 1964. This unique group is entering the aging service network currently at 10,000 per day and will continue for years ahead, while also providing a new energetic group of prospective volunteers for Senior Corps programs. 4% of our residents are federally defined minority groups (Black, Hispanic, Asian) while many of those minority groups are difficult to recruit as they are involved, almost exclusively, in their own churches and private clubs. 12.5% of our population are

Narratives

living below the poverty level.

Another important statistic is that Berkshire County reports the highest number of cancer related mortalities from Breast & Lung Cancer, which is why RSVP works so closely with the American Cancer Society in our 5 distinctly different yet needed projects in our Programming for Impact Work Plan. Regrettably, Berkshire County has the highest incidence of breast cancer cases per capita in Massachusetts. Also, per the above statistics, RSVP is working very closely with community partners in assisting the Senior Citizen population, both with education, nutrition, reducing isolation, and providing free transportation services and becoming volunteers to serve their peers and others as well.

COMMUNITY PARTNERS, LOCAL INPUT & DIVERSITY

Berkshire RSVP solicits annual input regarding program design and community need from our sponsor - the City of Pittsfield, our volunteers, our 60+ stations, new agencies that make inroads to become stations because of their pending need to address community problems, the United Way -- which our RSVP Director serves on the UW grant review and allocation team, and especially our 18 member Advisory Board. The Advisory Board consist of a diverse group of community participants, including an equal # of men vs. women, those 55+ (Retirees) and those currently gainfully employed age 28 to 54, representatives from Senior agencies (Elder Services, the Pittsfield Council on Aging, Residential Care Facility), Habitat for Humanity, the Business Community, RSVP Volunteers, Berkshire Athenaeum (Boomers and those 55+), Station representatives, folks with Volunteer management experience, and members from a variety of Berkshire County towns (Lanesboro, Dalton, Becket, Pittsfield, etc.). This wide range of member characteristics permits diverse opinions regarding future project development. And most advantageous to RSVP is that our project design is annually evaluated by the community participants who primarily represent the RSVP projects that ultimately affect their respective organizations.

RSVP also solicits information regarding community need from Berkshire Medical Center's "Needs Focus Groups" workshop Outcome Reports, the United Way Lodestar reports that detail the 'gaps in service' and 'addressing future trends' and input from residents, relevant media articles, and Elder Services 2009 Area Plan on Aging.

Volunteer Diversity - RSVP, due its relaxed eligibility structure, can recruit volunteers that are low income and those who are financially secure as well. Berkshire RSVP also enjoys a relatively high

Narratives

number of male volunteers and couples who decide to volunteer together. We are fortunate indeed to have volunteers who are disabled (mobility restrictions, hearing impaired and developmental disabilities). Our volunteers represent the entire spectrum of educational backgrounds -- including those with only High School degrees and blue collar jobs to those who have college degrees and past work experience as teachers and white collar managerial positions.

PUBLIC AWARENESS

RSVP, as an official Department of the City, has visibility on the City Website. We are actively involved with all City events and the RSVP Director serves on City Boards. RSVP is a respected community resource. RSVP has participated in the Pittsfield 4th of July Parade each summer for the past 15 years with a narrative in the Parade Booklet describing our mission and information on how to become involved. Over 20,000 people line the parade route and see our float entry and read about our program. RSVP is featured on local radio and public television shows and has an information table at the monthly 3rd Thursday events on Main Street which attracts thousands of residents each month.

Mobilization of Community Resources -- In 2012-2013 RSVP was awarded additional funds from the City of Pittsfield who continues to cover the cost of maintenance for the Honda 2011 Odyssey Van used for our Transportation project. RSVP has a longstanding relationship with a local funeral home, which supplies our refreshments and cakes for our monthly Volunteer birthdays. Local print shops have supplied us with card stock for all our postcard invitations. And local fabric stores supply us with material for our Bosom Buddy Bags for the American Cancer Breast Cancer project. RSVP volunteers make lap robes for residents in nursing and veteran's homes. All the yarn is donated to us for their knitting; as well as for the handmade winter caps and mittens made for the low income children in our community & the preemie caps for the Neonatal Intensive Care Unit at Berkshire Medical Center.

Our greatest source of funds comes from the sale of advertising space in our Senior Resource Calendar each year. In 2013, 25 local businesses purchased ads ranging from \$50 to \$350 in our calendar, most being repeat advertisers from previous years who believe in the power of reaching Baby Boomers, who have discretionary money to spend -- even in this harsh economy. We name a Community Business Partner each year, which receives a plaque and are highlighted at our annual Volunteer Recognition event. Past Community Business Partners include Barrington Stage & Colonial Theatre for their gifted show & concert tickets for our volunteers, Dalton tractor donating time and

Narratives

tractor for parades, Haddad Toyota for the convertibles donated for the Volunteers of the year to ride in.

Volunteer Participation in Community Activities

RSVP volunteers attend many community activities, sometimes in their volunteer capacity and sometimes as a regular resident. Through eBlasts, we make our members aware of special events so that they have adequate time to plan to attend. The Parade, Arbor Day Celebration, 3rd Thursday Evenings in Downtown, Historic Wahconah Park Baseball games, community events Art Show, the 250th Anniversary of our City in 2011, and Barrington Stage musicals and plays along with the Colonial Theatre are enjoyed by RSVP volunteers and other residents as well. Volunteers support our Ethnic Fair and Live on the Lake Concerts and special activities --both outdoors and indoors during all the seasons. Many are students at Berkshire Community College through the Life Long Learning Courses (OLLIE). Our community is rich in history and cultural venues -- all of which are interesting and often time free -- to our elder residents and volunteers.

Organizational Capacity Enhancement

RSVP Berkshire is a well-respected, and a 'go to' resource when it comes time for local agencies to expand their scope of service, or most recently to help out during economic downturn. Obviously the last few years have been most difficult due to the recession, when many agencies needed to downsize staff and reduce programs. This negatively impacted their recipients of service, who unfortunately were already in great need. RSVP appears to be the 'life line' that in most cases proved to rescue the agencies/programs/and needy participants.

RSVP signature projects include the Transportation Project, American Cancer society Road to Recovery Service, Junior Achievement Program and Elder Services Meal Sites served by Berkshire RSVP Volunteers. Still fruitful is the Educational projects in schools, working with at-risk elementary students, assists teachers with the provision of 1 on 1 reading help, which our reports document that children's reading level abilities were raised by 2.6 reading levels and a greater mastery of phonics and appreciation of reading. For many agencies and medical interventions (chemotherapy and radiation), hundreds of low income elders simply could not access those essential life saving medical therapies and the ability to receive daily nutrition lunches. 60 RSVP Stations received approximately 33,335

Narratives

hours of community service in the past year -- all of which serves to emphasize how consistently they rely on volunteer assistance.

Future Integration of Senior Service into other Service Programs

Berkshire RSVP will continue to support the Foster Grandparent Program in Berkshire County, by providing a work area and use of our equipment to the designated Coordinator who is employed by Springfield RSVP. We continue to work collaboratively for referrals from each, for example, if FGP gets a prospective volunteer who is "over income" that person is referred to RSVP and if RSVP has a volunteer, who is extremely low income we refer them to FGP.

Recruitment and Development

RECRUITMENT AND DEVELOPMENT OF VOLUNTEERS (FY 2015-2018)

BUILDING A CORPS OF VOLUNTEERS

RECRUITMENT/RETENTION/RECOGNITION

RSVP actively engages in ongoing volunteer recruitment. We conduct presentations and distribute informational literature/flyers/brochures at local events, elder housing sites, senior centers, the library and the post office. A monthly Volunteer Opportunity flyer is developed each month, used at recruitment sites, and distributed cost-free via eBlasts! An immediate eBlast call is distributed when site have emergency needs. The RSVP front window eye-catching Displays change monthly and attract attention and numerous 'walk-ins". RSVP continues monthly volunteer Birthday Parties (approximately 20 volunteers per month). Volunteers are invited and asked to "bring a friend" as well, which is a great way of recruiting new members. Contacting volunteers by phone when they do not show activity in a 3 month period awakens their interest in returning to volunteerism.

RSVP's Web Site has been updated to attract residents age 55+. The website includes links to filing their application and completing a CORI Form (Criminal Offense Record Investigation) on-line, view volunteer opportunities that are available, and updates about recent program highlights and new RSVP projects. Other new links were added including the CNS Senior Corps Video.

RSVP regularly has ads in the Help Wanted newspaper section. Local radio stations have included Public Service Announcements on RSVP as well. Local TV and radio shows spotlighted RSVP volunteers, Advisory Council members and staff who give a RSVP overview, encouraging eligible adults to enroll. The local community television station (Pittsfield Community TV) runs volunteer assignments on their Community Bulletin Board. Also helpful, is the RSVP Float in the Pittsfield 4th

Narratives

of July Parade. The visibility is invaluable as 20,000 people (both visitors and Berkshire residents alike) line the streets. RSVP has won numerous trophies for their floats that are designed and completed by our volunteers.

As a member of the Berkshire Chamber of Commerce, RSVP can access nearly 1000 business which employ over 30,000 members of the community with their newest tool ChamberMaster website. This site has the ability to post any of the RSVP events and our needs for volunteers.

This November 7th 2014 RSVP has scheduled an Open House recruitment day from 1:00 p.m. to 6:00 p.m. at our 16 Bartlett St. location. This will remain an annual recruitment day has been selected to help in finding the correct volunteers for the 50 plus blood drives we will be supporting the Red Cross with.

The RSVP Associate Member Program allows RSVP to establish a connection and refer interested adult volunteers that are 45 -- 54 years of age to other local non-profit agencies. To date, we have 50+ volunteers that are Associate Members who actively volunteer at community sites. RSVP Staff does not expend time coordinating these volunteers but we offer a space and computer and have recruited an over 55 volunteer to enter data listing their contact information and that volunteer eBlast offering potential community sites for them to contact. Of course, these Associates are not counted in our federal reports nor do these volunteers get any benefits. However, we discovered the wealth of this untapped population, who are willing to serve and are connected with RSVP and shall eventually grow into full membership at age 55.

The RSVP Advisory Council Recruitment Committee's primary focus is to recruit volunteers (the expectation is to bring on 5 each per year) and help man our recruitment sites.

RECOGNITION

Annually a Volunteer Recognition event is held for all our RSVP volunteers. RSVP selects and honors and presents the Volunteer of the Year Award. The City of Pittsfield's Mayor and Massachusetts Senator Ben Downing present the Award Citations. A monetary gift of \$250 is made each year to our Volunteer of the Year by the family of a former 1996 Volunteer of the Year. The yearly Award recipient rides in a convertible during the Pittsfield 4th of July Parade, as well as having their picture on the back cover of the RSVP Senior Resource Booklet.

Another form of recognition, created in 2012 is the Good Neighbor Award. Twenty outstanding community volunteers are publicly recognized for their behind the scenes volunteer service.

RSVP volunteer benefits & recognition includes a free annual Bus trip to the Big E Exposition each

Narratives

fall. Volunteers are gifted a free day away including bus transport, admission ticket and snacks, compliments of a mini grant from Western States Exhibition through a mini grant to RSVP that is given without solicitation to RSVP annually.

RSVP provides volunteer mileage reimbursement (capped at \$25. per month) to those who drive to their volunteer assignments. Free transportation for volunteers to and from their assignments is also provided. RSVP also provides CIMA Excess Insurance for our volunteers.

TRAINING

Volunteer Training - RSVP screens our new volunteers during a 1 on 1 initial personal interview appointment. We discuss training options that are available (computer classes, driver training for RSVP van transport, reception workshops) and additional options their stations sites may provide. We rely on RSVP staff and seasoned volunteers to actually be 'trainers' for Friends Read Youth Literacy, Junior Achievement and Pittsfield City Hall Ambassador Desk. Perhaps the most effective training opportunities are the experience and assistance provided by the station supervisor.

Staff Training -- RSVP staff attend 3 professional development workshops per year, which are paid for -- and encouraged -- by our local sponsor. Staff trainings include annual National Volunteer Conferences, Volunteer Administrators Association monthly luncheon meetings with guest speakers on pertinent volunteer issues, Computer classes, Board Development trainings through the Berkshire Taconic Foundation, and the City of Pittsfield's participation in the Western Massachusetts Professional Development Trainings. Recent free webinars for staff have been extremely beneficial and don't necessitate cost or travel. Staff trainings costs have been a regular line item in our Sponsor Budget for the past 17 years.

Community Participation Groups -- RSVP actively interacts with key community groups (Council on Aging, Habitat for Humanity, Elder Services, Junior Achievement, and Berkshire Medical Center/ City of Pittsfield's Health Department and Senior Center). At each monthly meeting they become aware of RSVP Training Opportunities that they themselves may access. RSVP staff similarly may access their training's as well. A new Training Program for volunteers has been initiated with The Food Bank of Western Massachusetts.

Volunteers Station Training -- The RSVP Volunteer Coordinator maintains ongoing communication with all our Station Supervisors through emails, site visits, calls and a yearly packet of Station Responsibility Information. The latter includes any revisions regarding CNS regulation updates and revisions to our forms and literature.

Narratives

Project Assessment -- RSVP projects, regardless of Impact has a 5 Element Statement that includes projected outcomes at the beginning and actual at the conclusion accomplishments are measured by site supervisors, surveys of recipients of service and tracking forms. Additionally, RSVP designs annual goals and objectives for its Advisory Council and Administrative Staff. They include creation of new projects that address community need as well as program enhancements. These Goals and Objectives are assessed at the end of each year. Copies of RSVP Goals are sent to the CNS State Office each year. RSVP conducts a Formal Evaluation Program. In 2013, we have surveyed all 61 Stations and Local Politicians to contribute feedback on RSVP Program satisfaction, future needs and community problems.

Data Management -- RSVP uses the Volunteer Reporter Software (annually updated /\$400). Data entry is managed by the Volunteer Coordinator who assures all hours sent in by station supervisors are recorded.

RSVP reviews 61 volunteer stations activity and respective volunteers at each site each year. The RSVP Volunteer Coordinator, Claire Caesar, who manages stations, monthly inputs volunteer hour grids, submitted by station supervisors, verifying attendance and volunteer time, fills volunteer requests and makes site visits. Volunteer hours are then entered into our RSVP Volunteer Reporter Software. This provides data for our Progress Reports, PPVA and station yearly statistics. At the conclusion of each year, stations provide performance measures and actual impact information enabling us to evaluate achievement of project goals. Each station receives a specially designed Certificate each year indicating the number of volunteer hours that were served during the past year, as well as the cumulative total of RSVP volunteer hours they received since they first became a station. Many sites post these certificates in a prominent place in their agency lobby.

Resource Development and Sustainability- RSVP Funding receives 64 % from its sponsor, city of Pittsfield and 31% Federal Funding. RSVP prepares a monthly report of our Sponsor Budget, Federal Grant Budget and our Revolving Fund. These internal budget reports are reconciled with City financial reports that the City Accountant prepares each month. This checks and balances procedure allows us to be aware of shortfalls or amounts that have been misdirected. In-Kind donations for the annual Bartons Crossing Thanksgiving Breakfast are tracked by the RSVP Administrative Assistant, who sends thank you letters and tax exempt donation forms, and maintains the comprehensive yearly list. All material donations are used for projects to subsidize needed office supplies. In-Kind Donations are received by Sponsor, City of Pittsfield with rent, van Maintenance, utility bills and from Pittsfield Businesses we have received flowers, and material for the American Cancer Society Bosom Buddy

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Bags. Cash receipts must be forwarded to the City Treasurer's office on a weekly basis. Those funds are placed in the RSVP Revolving Fund, which can be used for monetary donations, raffle proceeds, and other necessary expenses that are not covered by our 2 primary budgets.

Program Management

PROGRAM MANAGEMENT

VOLUNTEER STATION MANAGEMENT

RSVP projects 80 volunteer stations for 2015-18. RSVP reviews station activity and respective volunteers at each site each year. Should these numbers consistently decrease, we meet with the station to review the status and often times find that they no longer need our assistance. Presently stations are selected according to agency requests that specifically address current, documented community needs as determined by community surveys. Regular communication is maintained by the RSVP Volunteer Coordinator, Claire Caesar, stations, monthly inputs volunteer hour grids, submitted and documented by station supervisors, verifying attendance and volunteer time, fills volunteer requests and makes site visits. Volunteer hours are then entered into our RSVP Volunteer Reporter Software. This provides data for our Progress Reports, PPVA and station yearly statistics. At the conclusion of each year, stations provide performance measures and actual impact information enabling us to evaluate achievement of project goals. Each station receives a specially designed Certificate each year indicating the number of volunteer hours that were served during the past year, as well as the cumulative total of RSVP volunteer hours they received since they first became a station. Many sites post these certificates in a prominent place in their agency lobby.

RSVP conducts a Station Workshop yearly, reviewing RSVP policies and procedures, present new regulations, assist new station supervisors with PFI development, and answer questions. At these station workshops we include the CNS Senior Corps video which gives our own local agencies an opportunity to view the national scope and diversity of RSVP programs throughout the country.

Each Station has its own file at RSVP, which includes copies of station materials (brochures, newsletters, etc.), service descriptions, work plans, certificates, volunteer requests, and MOUs (Memorandum of Understanding). All stations were sent new MOU renewal packets, fully describing the duties of the station and volunteer supervisor every three years.

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RSVP stations provide each volunteer with a job description for their individual assignment, and stations are also required to provide on-site training. Many stations also conduct a Recognition event for volunteers each year.

ASSESSMENT OF PROJECT PERFORMANCE

RSVP completes each fiscal year with a comprehensive assessment of our administrative operations, Programming for Impact projects, financial budget closing reports, Advisory Board Goals (including individual committee objectives, and Strategic Plan performance.)

Each segment as mentioned above are rated on the scale of ACHIEVED, PARTIALLY ACHIEVED or NOT ACHIEVED with a detailed description of the goal attainment. Should a goal receive a NOT ACHIEVED rating, that goal is re-examined for relevancy and in most cases, re-inserted into the coming year goals to address and complete.

Community Partners, Staff, Advisory Board, Station Sites, our Sponsor and CNS Priority Areas are included in our final decision for new project development. Programming for Impact Work Plans and eGrant Progress Reports allow us to monitor performance on all our selected projects with semi annual reviews.

Organizational Capability

ORGANIZATIONAL CAPACITY (FY 2015 -- 2018)

EXPERIENCE

Berkshire RSVP has worked conscientiously to respond to local compelling needs with capable, trained, dedicated, and civic engaged adult volunteers, and professionally dedicated Staff and Advisory Council members since 1971.

Berkshire RSVP has an established ability for staying focused on our mission; addressing council needs and recruiting, placing adult volunteers for community agency assignments and signature projects. Through 42 years of operation, RSVP's record for delivering quality services and the implementation of new, necessary projects and programs has established RSVP as leaders in the field of volunteer management in Western Massachusetts.

The City of Pittsfield has been Berkshire RSVP's sponsor for 42 years. RSVP has tracked and

Narratives

compared our Federal Funding and Sponsor Funding, number of volunteers, and volunteer hours including of Stations for each of the 42 years.

Of particular note is Berkshire RSVP's ongoing projects and experience in the areas of Senior Citizen Assistance, Community Economic Development, Cancer Support, and Education. We work on a regular basis with Elder Services, the Council on Aging, Habitat for Humanity, Junior Achievement, and American Cancer projects. RSVP just completed 12 years of Friends Read Youth Literacy, 6 years with Junior Achievement and 18 years with the American Cancer Society.

STAFF

Berkshire RSVP is staffed by a Full Time Director, 1 Full Time Volunteer Coordinator, and 1 Full Time Administrative Assistant. The RSVP Director's position is an 'appointed' Department Head position in the City of Pittsfield. As a City Department Head, the RSVP Director actively attends bi-monthly Mayoral meetings; and the Mayor is the RSVP's Director's immediate supervisor. The RSVP Director attends the Massachusetts Association of RSVP Directors meetings in Worcester, which includes attendance by and reports of the CNS State Director.

The RSVP Director also attends quarterly New England Council of RSVP Directors meetings in rotating states (ME., VT., NH., CT., RI. and MA) in the New England region. These valuable networking meetings permit information sharing, the opportunity to hear State and National updates from the CNS Massachusetts State Director, and to learn and master the changes in volunteer service coordination and professional development.

The new RSVP Director -- Deborah Sadowy, started her position July 1st 2014 and was terminated during her probationary period. Her primary responsibilities include maintaining fiscal solvency, eGrant renewals each year, generating Project Progress Reports bi-annually, hiring, supervising and evaluating staff, publicity and visibility, coordination of the Advisory Board, implementation of RSVP projects and goal achievement. Ms. Sadowy was the Director of Program Operations and Quality Assurance at United Cerebral Palsy for 15 years. A comprehensive Director Job Description is on file at the Massachusetts State office.

The RSVP Volunteer Coordinator position was filled by Claire Caesar as of March 2013. The Volunteer Coordinator responsibilities include CORI forms, mastering the RSVP Reporter Software,

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creating the newsletter, monthly volunteer opportunity flyer, maintaining the RSVP Web Site, management of station information, updating station files, coordinating the monthly birthday parties, recruiting new volunteers with skills and knowledgeable experience to help the needs of the community and oversight of our current 300 volunteers. Claire manages all data and reports monthly directly to the RSVP Director. She initiates all station and volunteer surveys and is responsible for the correlation of the results. Claire assists with the coordination of all RSVP events including the Recognition luncheon.

RSVP Administrative Assistant, Carmen Morales is a second year RSVP staff member, who is a direct support to the Director. She oversees the Van Transportation Project, Bosom Buddy Bags for American Cancer Society, Maintains the office equipment, and performs all office duties. Her fiscal tasks are Budget input, and management, vouchers, payments, receptionist, and all clerical aspects of the office including files, forms, reports, correspondence and mailings. | Additionally, she assists with the annual Volunteer Recognition and other special activities. Carmen also ensures the RSVP Advisory Board receives monthly meeting minutes, financial statements and related materials, updates Board manuals and oversees the office volunteer receptionists.

Elder Services has provided RSVP Berkshire with 1 Title V Senior Community Services Employment Program Aide. Karen Tucker serves as the Transportation Dispatcher, 20 hrs. Per week, with no cost to RSVP.

RSVP must follow the prescribed advertising and interviewing procedures when staff vacancies occur. Job descriptions are in place for all staff, Elder Services Senior Aides, Office Reception Volunteers, and Transportation Drivers. RSVP has a comprehensive Transportation Policy and the City ensures that our staff Travel Policy be adhered to, which includes prior submission of pending travel information and destination, followed by written approval of the Mayor to all travel outside Pittsfield.

RSVP staff is evaluated annually, with written input from each employee prior to the actual evaluation interview. Signed copies of the evaluation are sent to the City Personnel office to be filed in their respective personnel files. Job Descriptions are updated regularly, while meetings and daily interactions insure ongoing communication. The RSVP office location has proven successful in fostering efficient communication among staff, and a spacious work area for the large number of staff

Narratives

and volunteers who work here on a daily basis.

ORGANIZATIONAL CAPACITY

A RSVP Organizational Chart has been forwarded to the MA State Office, which delineates the chain of command, staff's projects responsibilities, and the supervisory staff who oversee projects.

Ultimately all are accountable to the RSVP Director, with her being accountable to the Advisory Board, the Mayor and the Corporation State Office. We feel that we have adequate staff and volunteers in the main office to coordinate the myriad projects we administer.

RSVP's mission is to recruit, train and place Adult Volunteers, age 55 and over, in community service projects that address needs in the areas of Health, Human Services, Education, Environment, Community, and Economic Development. RSVP has operated successfully for 42 years and has remained fiscally sound, grown in diversity of projects and incorporated all aspects of Programming for Impact into its projects. Over 50% of our volunteers are on Programming for Impact projects and additional volunteers serve in "Other Volunteer Activities". In addition to the mandated PFI goals, RSVP generates goals for its Advisory Board and Administration as well. Goal achievement reports for these areas are evaluated at year's end. Each year RSVP systematically completes a comprehensive self-assessment of our goals, evaluation of current procedures, reviews and revises its Bylaws, updates its forms and literature, and develops methodology for proposed programs and new acquisitions. RSVP receives numerous letters of appreciation as well as awards for its meticulous efforts that benefit local organizations. Past awards have been received from Berkshire Visitors Bureau, AARP, United Cerebral Palsy, Capeless Elementary School, and the American Cancer Society.

FINANCIAL MANAGEMENT

RSVP's income is from the Corporation for National Service and our local sponsor the City of Pittsfield. RSVP receives additional funding from monetary and in-kind donations, raffles and calendar ad sales. The City of Pittsfield Purchasing and Accounting Departments approve our

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expenditures and verifies that our budgets are on track with line item spending and monthly City financial reports. The MUNIS financial tracking system provides processing of Purchase Orders and vendor payments throughout the year. The RSVP Board Finance Committee approves the annual budget, while the Advisory Board receives monthly financial statements that detail spending and income. The RSVP Board Treasurer reviews and explains the 3 RSVP Budgets (City/Federal/Revolving) at monthly Board meetings describing the fiscal status of the agency. Records are meticulously kept on cash donations and in-kind gifts to RSVP. Comprehensive files are maintained on budgets, financial reports and vendor orders. Berkshire RSVP has consistently maintained balanced budgets; and despite minimal Federal increases, one Federal rescission and the loss of our State funding in the past 8 years ago, our local sponsor has supported salary increases and other budget needs and augmented shortfalls.

RSVP has strict purchasing procedures as set forth by our sponsor. All Purchase Orders must be entered on the MUNIS system and approved by the Purchasing Department. Once approved, we must forward paperwork to the Accounting Department that verifies that our budgets have funds in the correct line. With that being approved, we can then place an order. The bulk of our office supplies are ordered (per City regulations) from the Northampton Collaborative, which is extremely cost effective. We have actually cut our supply costs in half.

Lastly, the RSVP Advisory Board Fundraising Committee is charged with generating funds for the RSVP Revolving Fund, which subsidizes RSVP with approximately \$8,000 annually. This includes income from the Senior Resource Calendar Ad Sales, the memorial donations and other small fundraising activities.

PROJECT CAPACITY

Berkshire RSVP has a large, comfortable main office, including 2 separate offices for the Director and Volunteer Coordinator, a walk in entry area for the receptionist desk and space for the Administrative Assistant, a large conference table area that seats 15, which is used for small volunteer trainings, volunteer tasks, monthly birthday parties and Board committee meetings. RSVP also extends use of our space to local agencies for their night meetings. The west wing of our main office houses 4 work areas for our 1) Transportation Dispatcher 2) Volunteer Input of hours, 3) Foster Grandparent Coordinator and a work area for volunteers 4) We have an attached garage that houses our RSVP

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Van, along with storage space for our files etc. Volunteer parking is available on site. RSVP also has a small kitchen area with coffee pot, sink, microwave, supplies and refrigerator.

EVALUATION

RSVP has used a self-assessment method of projecting and evaluating yearly Administrative and Board goal achievement. Those goals are drafted by staff and Board members. They include equipment replacement, new project development, revision of policies, securing new funding, emergency and contingency plans, and other relevant matters. RSVP also has a 3-year Strategic Plan that projects a long term plan for the program and respective project continuation.

New initiatives are included with adequate time for development and refinement.

Other

2/8/2014 Change in application

RSVP of Berkshire County has undergone multiple Director changes since the 17 year Director retired. The initial first hire Deborah Sadowy was released during her probationary period and we had two interim directors that had been former RSVP directors while we completed an exhaustive search for a new Director that brought a strong set of skills and experience with our volunteer demographics. Cheryl Whalen was selected as the New Director and has been shadowing the interim director for the last thirty days as well as the volunteer coordinator and administrative assistant. We feel 100% confident that Cheryl will excel at this position.

Since applying for this grant in September that have been some changes in the stations that we provide volunteers for. The Junior achievement program and Berkshire County Sheriff programs. The Junior achievement program was a satellite program from Springfield Mass that went into 6 schools. The Springfield program does not have funding for the Pittsfield schools so the number of volunteers that we intended to place in that program had to be reduced since the time of application. Two Pittsfield School's have purchased the materials for the program and our volunteers are teaching the program but we have had to adjust the number of volunteers to reflect the reduction in schools.

We have been able to move Junior Achievement volunteers into the K-12 tutoring program therefore the numbers of volunteers have changed in that category as well.

The Berkshire County Sheriff program did not receive funding for the financial literacy program

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therefore we will not be providing volunteers for that program. Hence, we have reduced our unduplicated volunteers to 280 on our volunteer allocations.

We appreciate the opportunity to explain the unduplicated to total volunteers section of the grant request. We have reviewed each section and each volunteer and have made adjustments accordingly.

An interesting thing we have found is that most of our volunteers that volunteer in our work plans with a few exceptions stay in the primary area they have volunteered at and also volunteer in the cultural stations that we have partnered with. For example, many of our Habitat home builders that are counted as unduplicated focus area volunteers also volunteer at the Colonial theater as ushers. That station is not a work plan and we do not count their second placed service in total volunteers. (We do however track every time a volunteer serves at a station.) We have planned a new recruitment plan that will target more skilled volunteers 55+ based on the work plans that we have submitted which are in alignment with the CNCS goals as well as the goals of the Berkshire County community.

Bringing a new director has been very helpful to our organization and because of the timing of the change, we received training with the Treasurer of the City of Pittsfield on new requirements. The treasurer explained that "all grants that have a salary share must also apportion the same percentage to the fica and health insurance". We have made those adjustments to Budget 1 and had to change the split between CNCS and sponsor to reflect that requirement.

Thank you so much for considering are grant request. We believe that if funded you will find an impact, mission and volunteer focused organization that will bring volunteers and non-profits together to improve our community.

RSVP Clarification Responses

Budget: The RSVP committee which consisted of current interim director, pending new director, board president and treasurer reviewed the budget that had been submitted by the former director without allowing the board to review it. We reviewed each line of the budget and made the corrections that were needed including the salary of the pending new director at step 2 and all expenditures. We added in under long distance travel the regional and MA Service Alliance

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conferences as requested of \$1000. We have set as new best practices that two board members along with the director will review and sign off on grants prior to sending to the city sponsor for submission.

We greatly appreciate that you have allowed us to clarify things on the grant application.

Funding amount was corrected to reflect 40,689.

Volunteer reimbursement was moved to other volunteer costs and was determined to be necessary and reasonable.

Moved volunteer recognition costs from supplies to other volunteer costs.

Provided details to show reasonability and necessity.

Provided additional details for fringe, local travel and other volunteer costs.

Provided source of funds and amounts by source and purpose.

Eastern states while stated as a mini grant they give the trip to RSVP Berkshire County Volunteers with out solicitation and no staff worked on getting the donation.

Work plans/Performance Measures each work plan was evaluated and corrected to reflect the items that were suggested. One note was that when we were trying to combine one work plan, we accidently deleted it and when we reentered it the workplan/PMS became a new number. Note: Objective identified as 4.1 and 4.2 in the original application were changed to 24.1 and 24.2.

STRATEGIC PLAN GOALS AND OBJECTIVES

GOAL 1: Marketing and Communications Plan

RSVP will build a consistent and strong communications and public education marketing plan to raise the organization's profile, support brand development, raise awareness of its mission and services and inform and educate the general public.

GOAL 2: BOARD DEVELOPMENT AND GOVERNANCE

RSVP will insure an efficient and effective Board Governance system insuring a strategic direction, managing finances, fund development, representing the organization, creating a manageable board structure, overseeing and evaluating the Director and monitoring and evaluating all aspects of the organization.

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GOAL 3: RSVP will maintain current programs and services as well as expand and add additional program services through effective supervision of staff, strong program oversight, adherence to funding and external survey regulations, efficient utilization of staffing resources, legislative advocacy, quality assurance, strong risk management and by exploring funding to develop new program opportunities.

12/30/15 & CORRECTIONS AND EXPLANATORY INFORMATION TO CHANGES IN RSVP STAFF/NARRATIVES/WORK PLANS

STAFF

Since applying for the Grant Amendment in January 2015, there have been some additional changes in RSVP staff. On May 1st, Claire Caesar, Volunteer Coordinator, was terminated and Marissa Bogins was hired as Volunteer Coordinator on June 8th. She has jumped right in and already, only 6 months later, many improvements with tracking data, publicity, recruitment efforts and many other areas that Marissa has dealt with have improved immensely.

AUGMENTATION

Augmentation of \$3,000 awarded to us by CNCS in August is shown in line item &. We have not spent the allocation at this time but will have spent it per requirements by March 31, 2018. Per CNCS instructions, we have moved the augmentation monies out of line items for staff travel and training and Volunteer Recognition for purpose of showing a true picture of our Budget request and to show that we have the \$3,000 augmentation and are not asking for this amount in our budget/grant request. We ask that we be allowed to carry it over to FY 16-17.

WORK PLAN CORRECTIONS

When the this Grant Application work plan information was entered and submitted, the target numbers for work plan 24.1 Creating Disaster Kits and work plan 24.2 Performing Outreach were inadvertently switched. The Director saw this and was able to talk with our CNCS Program Manager and explain this error. With permission from our CNCS Program Manager, the target number for 24.1 has been corrected to the original number of 150 and the target number for 24.2 has been corrected to the original number of 500. We appreciate very much that we have been allowed to make this

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correction.

DISCONTINUATION OF TWO WORK PLANS DUE TO CIRCUMSTANCES BEYOND BERKSHIRE COUNTY RSVP&S CONTROL

Other- 23.1- Other Community Priorities-According to Junior Achievement

At this time our Junior Achievement Project no longer has a sponsor to pay for the cost of the curriculum and JA education package/kit. The Director, Jennifer Connelly, of Junior Achievement in Springfield, MA has notified us that there are no funds or sponsor allocated to Berkshire County. In the past Sabic Corporation funded the Junior Achievement in Pittsfield, the only Junior Achievement program in Berkshire County. This Fall Sabic announced they would be closing the company down in Pittsfield and moving it to Texas. Without funding, we are unable to provide the Junior Achievement Program to the students in Berkshire County. While we are very disappointed that we cannot provide Junior Achievement to our community and know that it is a great loss to the children here, we are also disappointed as this was a project that was very successful and in being so, our work plan for it was on track. With regret we have requested that we be allowed to remove this work plan from the grant and move the number of volunteers to other work plans. Our Program Manager, Sherry McClintock, gave us the OK to use this option if we decided we need to do so.

Capacity Building and Leverage- 22.1- other Focus Areas-Supporting Blood Drives

Our blood drive project with the Red Cross has also been compromised by circumstances beyond our control. The Red Cross has had large cutbacks in staff and in blood drives in Berkshire County. In the past blood drives were done throughout Berkshire County. At this time they are only doing blood drives in Pittsfield. They do not need as many volunteers as they have needed in the past. This impacts our project and work plan in a huge way. While the target number for our Output is on track and at 66.67%, it will not be possible to use the number of volunteers we had projected only because the Red Cross does not need that many. We reached out to Berkshire Medical Center and asked if we could provide volunteers for their blood drives. They said they did not need any volunteers because they had a mobile and streamlined process and procedure and only needed 2-3 staff to run the blood drives. There are no other agencies in the area that provide Blood drives. With regret we have requested that we be allowed to remove this work plan from the grant and move the number of volunteers to other work plans. Our CNCS Program Manager gave us the OK to use this option if we decided we needed to do so.

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As we are discontinuing these two work plans, we tried to take out the volunteers and redistribute into the work plans being continued. After trying several different options, the only way we could make the eGrant program accept the changes was to leave 1 unduplicated volunteer and 1 total volunteer in these categories in each of these two work plans. We then had to take 2 unduplicated volunteers from another work plan, K-12 Success 14.1- tutoring in Public Schools. We increased the unduplicated volunteers by 5 (25 to 30) and total volunteers by 10 (40 to 50) in the Housing- 17.1-Building or Assisting Homes-Habitat, increasing Access to Care 19.1- Bone Builders unduplicated Volunteers by 5 (10 to 15) and total volunteers by 30 (10 to 40), increase total volunteers by 5 (40 to 45) in the Aging in Place- 20.1- Food Delivery work plan. In the Aging in Place- 20.2- transportation, we increased the unduplicated volunteers by 10 (40 to 50) and total vol. by 20 (40 to 60,) and in the Aging in Place- 20.3- Companionship we increased unduplicated Vol. by 2 (5 to 7,) and total volunteers by 5 (10 to 15.) Lastly, in the Access to Care- 21.1- Developing Materials, we increased the unduplicated volunteers by 4 (15 to 19,) and total volunteers by 5 (30 to 35.)

Under the Focus Areas section of the Grant Continuation Application we tried to uncheck the Capacity Building focus area but the eGrant program would not allow it. Due to these changes listed above and in Work Plan Corrections, the percentages automatically figured by the eGrant program may not be accurate.

ADDITIONAL INFORMATION ADDED TO WORK PLANS

In Work Plan Disaster Assistance Provided- 24.2- performing outreach, after talking with our Program Manager, Sherry McClintock, we have added the Red Cross to the work plan as they would like RSVP to provide them with volunteers to perform outreach after a disaster to assist victims and provide support to them in ways of giving emotional support, helping to facilitate assistance for them for housing, food, and other such items. The Red Cross Recruitment Volunteer, Dave Rothschild, will hold a training for RSVP volunteers. RSVP will also assist by helping volunteers sign up with the Red Cross online. It can be a difficult process and Dave tells us that it can sometimes deter people from volunteering. We are having additional training for our outreach/presentation volunteers by Debbie Rice from Pittsfield Health Department. These volunteers will present disaster preparedness in various venues for senior citizens and will also provide disaster kits, put together by RSVP volunteers, to seniors at these presentations.

PERFORMANCE MEASURES

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14.1- K-12- Tutoring in Public Schools Work Plan: RSVP is continuing to work with the Pittsfield School District, Director of Curriculum, and the school principals and teachers to find a satisfactory way to measure, obtain and share information about student's progress that follows the Pittsfield School Districts Policies and Procedures. Due to privacy policies RSVP is not able to get information about the Standardized Testing done with the students or an attendance log. We are able to get the number of children our volunteers assist and we have submitted a survey that has been approved by the Superintendent but are still working toward approval and implementation by the principals and teachers at the individual schools. We are actively working to get this survey implemented and feel confident that it will be something the teachers and principals will participate in and see the valuable information that will assist them and their students.

20.1-Aging in Place-Food Delivery: Elder Services reports that they served 6827 meals during last reporting period. RSVP volunteers assisted Elder Services Volunteers and staff in preparing and delivering these meals. The number of meals and individuals served, as reported to RSVP by Elder Services between 4/1/15 through 9/30/15, appears to be extremely low as compared with last reporting period, which accounted for 9 months instead of 6 months and had numbers which were much much greater and fell closer to numbers Elder Services has reported in the past. We did ask about this and were assured that these numbers were correct. We will explore further why the huge difference in these numbers may have occurred and will address again in Annual Progress Report. Based on numbers given by Elder Services to RSVP for previous reporting periods, the Grant Target number of 3000 was a realistic number. If clientele or reporting practices have changed at Elder Services, this will impact our Output. Another thought is that possibly the numbers are down because 3 months of the reporting period were summer months and perhaps that affects the Meals on Wheels program. RSVP was not able to obtain survey results from Elder Services and was not able to add questions or our own survey for the performance measurements that CNCS requires. RSVP staff does not have access to or names of Elder Services clients. RSVP Director and Volunteer Coordinator have been working with Elder Service's Director, Program Supervisor, and Volunteer Coordinator to find a survey which follows Elder Service's Policies and Procedures, does not over burden Elder Service's staff and consumers, and which gives appropriate information regarding Social Support that both RSVP and Elder Services can use to benefit the people we serve. As both Elder Services and RSVP have had several staff changes in the past year, even as recent as this summer, it has been difficult to accomplish this goal and may also have had some impact in the numbers reported from Elder

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Services to RSVP. Both agencies have expressed that they are committed to finding a way to implement the surveys or to add necessary questions to surveys Elder Services already uses to be able to measure Social Support. Elder Services Director recently accepted RSVP Advisory Board appointment which we believe will result in improved reporting. We are confident that significant progress will take place going forward towards this goal. Both the Director and Volunteer Coordinator completed Webinar - Introduction to Healthy Futures Performance Measurement Surveys for RSVP Projects originally presented live on March 12, 2015.

Aging in Place- 20.2- Transportation: In the past RSVP has sent out a survey to individuals served by Road to Recovery, but received very few responses. We are in the process evaluating whether a new survey appropriate to the Road to Recovery Program and approved by the American Cancer Society to obtain information regarding Social Support will be able to be implemented and can be used to better serve those who use the Road to Recovery Program for transportation. RSVP was not able to obtain survey results from Elder Services for transportation and was not able to add questions or our own survey for the performance measurements that CNCS requires. RSVP staff does not have access to or names of Elder Services clients. RSVP Director and Volunteer Coordinator have been working with Elder Service's Director, Program Supervisor, and Volunteer Coordinator to find a survey which follows Elder Service's Policies and Procedures, does not over burden Elder Service's staff and consumers, and which gives appropriate information regarding Social Support that both RSVP and Elder Services can use to benefit the people we serve. As both Elder Services and RSVP has had several staff changes in the past year, even as recent as this summer, it has been difficult to accomplish this goal and may also have had some impact in the numbers reported from Elder Services to RSVP. Both agencies have expressed that they are committed to finding a way to implement the surveys or to add necessary questions to surveys Elder Services already uses to be able to measure Social Support. Elder Services Director recently accepted RSVP Advisory Board appointment which we believe will result in improved reporting. We are confident that significant progress will take place going forward towards this goal. While there have been many changes in the staff and agencies that use RSVP volunteers to help them provide services to Berkshire County, these changes have led RSVP towards opportunities of reengaging volunteers with new projects and offering more support to our primary focus stations.

1-6-17 YEAR 3 CONTINUATION APPLICATION INFORMATION UPDATE - AUGMENTATION
RSVP's total FY'17-18 budget is being submitted for \$134,242.00 Our sponsor (the City of Pittsfield)

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will provide Grantee Share of 87,490 (65%) after adding In Kind of \$4,175 (3%) the total for Applicant Share is \$91,665 (68%) and our Grant request to CNS will be for \$40,689 (plus Augmentation balance of \$1888.) When the basic Grant request of \$40,689 is added to the Augmentation balance of \$1888, the Grant request adds to \$42,577.00 (32 %.)We are requesting that the balance of \$1888 be carried over in the 3 Year Grant Continuation for April 1, 2017-March 31, 2018. We would like to use this remaining amount for some of the same things we used \$1112 of this Augmentation for previously - possible Finger print costs if needed (with only 3 staff this would not be a large amount,) upgrade for Volunteer software, for purchasing some items for disaster kits, and other items allowable for this augmentation.

Thank you for considering this request.

PNS Amendment (if applicable)

fbhSb

Performance Measures

Primary Focus Area: Economic Opportunity
 % of Unduplicated Volunteers in Work Plans that result in Outcomes: 64%
 % of Unduplicated in the Primary Focus Area: 27%

Performance Measure: 14.1 Tutoring-Public School

Community Need to be Addressed:

Community need:
 Berkshire United Way has found that only 52% of Berkshire County (Pittsfield is 44%) 3rd graders are not reading proficiently and that for children living in homes where the family income is at or below the poverty rate there are even greater challenges to developing early literacy skills. Improving reading proficiency is critical not only for each child but for our community as a whole. Research demonstrates that 74% of children, who struggle with reading in third grade will continue to struggle in school, are less likely to attend school every day, are more likely to fall behind their proficient classmates during the summer, and are six times more likely to drop out of school. High school dropouts have fewer options for securing a job and becoming financially stable. This impacts the workforce availability and has significant economic impact on our community. RSVP is a Berkshire United Way partner along with the Pittsfield Public schools and they have requested volunteers from RSVP since 1990. Currently there is a more specific request to train volunteers to work with phonological awareness and layers of language development.

Focus Area: Education	Objective: K-12 Success	Number of Volunteer Stations: 6
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Anticipated
Unduplicated
Volunteers: 32

Anticipated
Volunteer
Contributions: 45

Service Activity: Tutoring-Public School

Service Activity Description: RSVP volunteers will be trained to provide language development based tutoring. Volunteers will work one on one with students one to two times a week for an hour at a time, throughout the school year. This activity will occur in six of Pittsfield MA public schools.

Anticipated Output: (PRIORITY) ED2: Number of students completing a CNCS-supported education program

Target: 175 **How Measured:** Attendance Log

Instrument Description: Attendance sheets sent by stations to volunteer coordinator on a monthly basis.

Anticipated Outcome: (PRIORITY) ED27: Number of students in mentoring/tutoring programs with improved academics

Target: 175 **How Measured:** Teacher Pre/Post Survey

Instrument Description: Teachers will provide survey data to RSVP volunteer coordinator twice a year to measure results.

Performance Measure: 16.1 Assisting VITA

Community Need to be Addressed:

COMMUNITY NEED:
 As a community, Berkshire County has identified that a new collaborative holistic approach is needed to change the outcomes in our community. In working with the community using an Asset Based Community Development approach where all stakeholders have a voice in the process and are part of the community solution it has been determined that there are critical barriers in our communities: affordable housing, transportation, education, lack of a living wage and access to resources.
 As a community we began with addressing early childhood education, teen pregnancy and youth programs with a Holistic serving the whole family model that has shown success in reducing teen pregnancy rates and increasing performance based childhood education and youth programs.
 We are now using this same approach to tackle financial stability within our communities. On average a working family needs to lose 5 days of wages to access resources like food stamps, heating assistance, etc. The average fair market rental for a three

Performance Measure: 16.1 Assisting VITA

bedroom apartment is \$1073 while working families can only afford \$703. In many of our neighborhoods a mortgage on a home would be less than \$703. The barrier to taking advantage of homeownership is the lack of savings, poor credit history, and high debt to income ratio, lack of reserves and lack of future planning skills. In 2009, Central Berkshire Habitat for Humanity (CBHFH) began the Building for Tomorrow program (BFT) which is a financial education and mentoring program which offers financial tools, education and budgeting along with a coach/mentor that helps participants implement the knowledge achieved into day to day life. This program has been successful in creating homeownership through Habitat. Our goal is to take this successful model and open it up to the larger community and offer two additional components that the community has indicated is needed: Getting Ahead (GA) Group Sessions and Community Resource Connectors (CRC).
Usin

Focus Area: Economic Opportunity

Objective: Financial Literacy

Number of
Volunteer
Stations: 1

Anticipated
Unduplicated
Volunteers: 10

Anticipated
Volunteer
Contributions: 15

Service Activity: Assisting VITA

Service Activity
Description: RSVP volunteers will assist the VITA program by being tax preparers, assist with intake forms, and assist with scheduling appointments. Volunteers will assist three days a week for periods of four hours at a time, from January through April, at the Community Resource Center in Pittsfield.

Anticipated
Output: O1: Number of econ disadv individuals receiving financial literacy services.

Target: 400 How Measured: Attendance Log

Instrument Description Volunteers will be responsible to provide sign in sheet to track unduplicated individuals that will be participating in the Financial Literacy program. Volunteer hours will be tracked by Habitat supervisor and given to the Volunteer coordinator.

Anticipated
Outcome: —No outcome selected—

Target: How Measured:

Instrument Description

Performance Measure: 16.2 Providing Financial Literacy Education

Community Need to be Addressed:

COMMUNITY NEED:

As a community, Berkshire County has identified that a new collaborative holistic approach is needed to change the outcomes in our community. In working with the community using an Asset Based Community Development approach where all stakeholders have a voice in the process and are part of the community solution it has been determined that there are critical barriers in our communities; affordable housing, transportation, education, lack of a living wage and access to resources.

As a community we began with addressing early childhood education, teen pregnancy and youth programs with a Holistic serving the whole family model that has shown success in reducing teen pregnancy rates and increasing performance based childhood education and youth programs.

We are now using this same approach to tackle financial stability within our communities. On average a working family needs to lose 5 days of wages to access resources like food stamps, heating assistance, etc. The average fair market rental for a three

Performance Measure: 16.2 Providing Financial Literacy Education

bedroom apartment is \$1073 while working families can only afford \$703. In many of our neighborhoods a mortgage on a home would be less than \$703. The barrier to taking advantage of homeownership is the lack of savings, poor credit history, and high debt to income ratio, lack of reserves and lack of future planning skills. In 2009, Central Berkshire Habitat for Humanity (CBHFH) began the Building for Tomorrow program (BFT) which is a financial education and mentoring program which offers financial tools, education and budgeting along with a coach/mentor that helps participants implement the knowledge achieved into day to day life. This program has been successful in creating homeownership through Habitat. Our goal is to take this successful model and open it up to the larger community and offer two additional components that the community has indicated is needed: Getting Ahead (GA) Group Sessions and Community Resource Connectors (CRC).
Usin

Focus Area: Economic Opportunity

Objective: Financial Literacy

Number of
Volunteer
Stations: 1

Anticipated
Unduplicated
Volunteers: 15

Anticipated
Volunteer
Contributions: 30

Service Activity: Providing Financial Literacy Education

Service Activity
Description: RSVP volunteers will assist with (5) 7 week, 2 hour classes designed to educate participants in Budgeting using YNAB (you need a budget) software, asset building, banking, credit development and repair, predatory lending, retirement, insurance etc. Volunteers will assist in program preparation, coaching and family support during the classes. Coaches will mentor 10 hours a month with thier person. Volunteers will serve at the Community Resource Center in the Westside Neighborhood and a Downtown Community Room.

Anticipated
Output: O1: Number of econ disadv individuals receiving financial literacy services.

Target: 50 How Measured: Attendance Log

Instrument Description Volunteers will be responsible to provide sign in sheet to track unduplicated individuals that will be participating in the Financial Literacy program. Volunteer hours will be tracked by Habitat supervisor and given to the Volunteer coordinator.

Anticipated
Outcome: —No outcome selected—

Target: How Measured:

Instrument Description

Performance Measure: 17.1 Building or Assisting homes—Habitat for Humanity

Community Need to be Addressed:

The City of Pittsfield's Master Plan has set out these goals for creating a vibrant place to live. The goals of the Housing Quality and Affordability / Neighborhood Development element of the Master Plan are: Create and preserve neighborhoods that attract new people to live in Pittsfield and retain current residents; Provide a diversity of affordable workforce housing for current and future residents; Provide a diversity of housing choices to attract people in all stages of life; Raise the quality of housing stock. "Priority Housing Needs: An increased supply of affordable, safe, lead certified three and four bedroom housing units for medium and large size families is needed." (2013 Consolidated Plan—Executive Summary City of Pittsfield) "An increased supply of affordable, safe, lead certified one and two bedroom sized units for small families and single

Performance Measure: 17.1 Building or Assisting homes–Habitat for Humanity

parent household is needed. The numbers of single parent households have increased in Pittsfield and they are experiencing difficulty finding housing.” (2013 Consolidated Plan– Executive Summary City of Pittsfield)
 A root cause of poverty in Pittsfield’s Westside neighborhood is lack of affordable housing. We have cost burdened renters that are paying more for renting substandard apartments than they would be if they owned a home. The Fair Market Rent (FMR) for a three bedroom apartment in Pittsfield is \$1073. The Affordable Median Income (AMI) for a renter is \$28,126 and the affordable rent at this income is \$703.00 (HUD Source National low-income Housing Coalition)
 -40% (2604) of renter-occupied households are considered to be cost burdened. (Renters that are paying over 30% of their income towards rent) (2013 Consolidated Plan– Executive Summary City of Pittsfield)
 -20 % (1322) of renter – occupied household in Pittsfield are considered severely cost burdened. (Over 50% of income goes towards paying rent.) (2013 Consolidated Plan– Executive Summary City of Pittsfield)
 Housing in the Westside and Morning

Focus Area: Economic Opportunity

Objective: Housing

Number of Volunteer Stations: 1

Anticipated Unduplicated Volunteers: 30

Anticipated Volunteer Contributions: 50

Service Activity: Building or Assisting homes–Habitat for Humanity

Service Activity Description: RSVP has partnered with Central Berkshire Habitat for Humanity to increase volunteers in the building and rehabilitation of new, rehabbed and critical home repair projects. RSVP volunteers work with Habitat in the construction and rehabilitation of homes each working 6 hours per day to complete homes to sell to low income individuals. Two to three days per week, on various job sites throughout Pittsfield year round.

Anticipated Output: (PRIORITY) O5: Number of econ disadv individuals receiving housing placement services

Target: 20 How Measured: Other

Instrument Description Habitat for Humanity will track the number of people benefiting from housing services, including collective demographic information for all people served. Data will be collected by Habitat housing services personnel using the Habitat IMPROVE Data management system and reported to RSVP quarterly or as needed to complete RSVP impact reports. volunteer hours will be tracked on sign in sheets and reported to RSVP on a monthly basis.

Anticipated Outcome: (PRIORITY) O11: Number of econ disadv individuals transitioned into housing

Target: 3 How Measured: Certificate of Occupancy

Instrument Description Certificate of occupancy at time of ownership transfer will be collected.

Performance Measure: 18.1 Other

Community Need to be Addressed:

In Berkshire County with information from The U.S. Census Bureau there are 109,000 people in Berkshire County. Of that 109,000 there are 6,300 people age 16 and over Unemployed.
 All persons receiving income The U.S. Census Bureau states that 9% of the population receiving income is below poverty levels. Goodwill Works curriculum was created to give Goodwill’s a competitive edge in equipping the people they serve to succeed.

Performance Measure: 18.1 Other

Every year, they serve more people who are more diverse. Our commitment to matching good people with good jobs is second to none.

Focus Area: Economic Opportunity

Objective: Employment

Number of
Volunteer
Stations: 1

Anticipated
Unduplicated
Volunteers: 20

Anticipated
Volunteer
Contributions: 25

Service Activity: Other

Service Activity Description: 15 RSVP volunteers will provide assistance - 1 day per week for 4 hours for 6 weeks throughout Berkshire County RSVP volunteers will assist instructors with training activities and assisting people in the program on using the curriculum (tutoring in group setting) and assistance with computer modules training. This activity will take place at Goodwill. Goodwill is located on Tyler Street in Pittsfield MA.

Anticipated Output: O2: Number of econ disadv individuals receiving job training or other skill development services.

Target: 15 How Measured: Attendance Log

Instrument Description Unduplicated count of individuals completing job training and development skills course attendance

Anticipated Outcome: O10: Number of econ disadv individuals placed in jobs.

Target: 15 How Measured: Other

Instrument Description Goodwill will provide data to RSVP volunteer coordinator on the amount of jobs placed.

Performance Measure: 19.1 Leading or Assisting Bone Builders

Community Need to be Addressed:

According to the 2011 US Census, 31.1% of Pittsfield, MA residents are 55 years of age and older, and 17.6% are 65 and over. These numbers are significantly higher than the State and US averages. The Pittsfield Senior Center 2009 Annual Report indicates a continued need for personal services for Senior Citizens. The Pittsfield Senior Center continues to be a resource for outreach, health and social services for elders with a primary focus on delivering health, nutrition, and social activities to persons age 55 and above. Since adequate education, nutrition, exercise and socializing is critical to maintaining health and achieving the highest quality of life, it is an important component of home and community-based services for older people so they may continue to live independently and socializing with their peers.

Focus Area: Healthy Futures

Objective: Access to Care

Number of
Volunteer
Stations: 1

Anticipated
Unduplicated
Volunteers: 15

Performance Measure: 19.1 Leading or Assisting Bone Builders

Anticipated 40

Volunteer

Contributions:

Service Activity: Leading or Assisting Bone Builders

Service Activity

Description:

RSVP volunteers will serve the Pittsfield Senior Center assisting with outreach to the senior citizen population and by serving as instructors in various health related classes, including exercise, dance, Tai Chi, health education and meditation.

Anticipated

Output:

H4: Number of clients participating in health education programs.

Target: 300

How Measured: Attendance Log

Instrument Description Senior Center will provided hours/attendance log monthly to volunteer coordinator.

Anticipated

Outcome:

—No outcome selected—

Target:

How Measured:

Instrument Description

Performance Measure: 20.1 Food Delivery

Community Need to be Addressed:

Seniors age 60 or older represent 22.4% of Berkshire County's total population. According to the 2012 census, Berkshire County's percentage of seniors (age 60 or older) was higher than the statewide average of 17.3%, and the rest of the country (12.6%). According to the 2010-2013 Berkshire County Elder Services Area Plan on Aging report, Elder Service's assists more than 10,000 Berkshire elders, individuals with disabilities, and caregivers annually with personal assistance in order for them to continue living independently. The report indicates an increasing need for outreach and resources for elders with a primary focus on delivering health, nutrition, and social activities to persons age 60+. Elder service continually calls upon RSVP to assist by providing volunteers to support their services and programs for seniors.

Focus Area: Healthy Futures

Objective: Aging in Place

Number of
Volunteer
Stations: 1

Anticipated

Unduplicated

Volunteers: 40

Anticipated

Volunteer

Contributions: 45

Service Activity: Food Delivery

Service Activity

Description:

RSVP volunteers will assist Elder Services "Meals on Wheels" program by delivering food to seniors, in their own homes, that are low income and those who are no longer able to prepare hot foods for themselves. Meals are delivered five days a week. RSVP volunteers will also assist in food preparation services at the central kitchen in Lanesborough MA, the kitchen located at the Jewish Federation of the Berkshires in Pittsfield and the kitchen at the Senior Center in Pittsfield MA. This activity occurs five days a week at the three locations identified.

Anticipated

Output:

(PRIORITY) H8: Number of individuals receiving independent living services

Target: 3000

How Measured: Other

Performance Measure: 20.1 Food Delivery

Instrument Description Station supervisors will provide the Volunteer coordinator with volunteer hours on a monthly basis.

Anticipated Outcome: (PRIORITY) H9: Number of individuals with increased social support.
Target: 3000 How Measured: Survey

Instrument Description Participant (seniors) will be provided a satisfaction survey provided by the Volunteer coordinator on a quarterly basis.

Performance Measure: 20.3 Transportation

Community Need to be Addressed:

Seniors age 60 or older represent 22.4% of Berkshire County's total population. According to the 2012 census, Berkshire County's percentage of seniors (age 60 or older) was higher than the statewide average of 17.3%, and the rest of the country (12.6%). According to the 2010-2013 Berkshire County Elder Services Area Plan on Aging report, Elder Service's assists more than 10,000 Berkshire elders, individuals with disabilities, and caregivers annually with personal assistance in order for them to continue living independently. The report indicates an increasing need for outreach and resources for elders with a primary focus on delivering health, nutrition, and social activities to persons age 60+. Elder service continually calls upon RSVP to assist by providing volunteers to support their services and programs for seniors.

Focus Area: Healthy Futures

Objective: Aging in Place

Number of Volunteer Stations: 1

Anticipated Unduplicated Volunteers: 50

Anticipated Volunteer Contributions: 60

Service Activity: Transportation

Service Activity Description: RSVP volunteers will assist Elder Services Transportation Program by transporting senior clients to and from medical appointments, banks and other social centers. Transportation is provided by RSVP volunteers five days a week (Monday through Friday). In addition, RSVP volunteers will support cancer patients in the American Cancer Society's "Road to Recovery" program. Volunteers will transport cancer patients to and from medical appointments, chemotherapy appointments and radiation treatments in Berkshire County. This activity occurs seven days a week, as needed by the client.

Anticipated Output: (PRIORITY) H8: Number of individuals receiving independent living services
Target: 600 How Measured: Other

Instrument Description Station supervisors will provide the Volunteer coordinator with volunteer hours on a monthly basis.

Anticipated Outcome: (PRIORITY) H9: Number of individuals with increased social support.
Target: 600 How Measured: Survey

Instrument Description Participant (seniors) will be provided a satisfaction survey provided by the Volunteer coordinator on a quarterly basis.

Performance Measure: 20.2 Companionship

Community Need to be Addressed:

Seniors age 60 or older represent 22.4% of Berkshire County's total population. According to the 2012 census, Berkshire County's percentage of seniors (age 60 or older) was higher than the statewide average of 17.3%, and the rest of the country (12.6%). According to the 2010-2013 Berkshire County Elder Services Area Plan on Aging report, Elder Service's assists more than 10,000 Berkshire elders, individuals with disabilities, and caregivers annually with personal assistance in order for them to continue living independently. The report indicates an increasing need for outreach and resources for elders with a primary focus on delivering health, nutrition, and social activities to persons age 60+. Elder service continually calls upon RSVP to assist by providing volunteers to support their services and programs for seniors.

Focus Area: Healthy Futures

Objective: Aging in Place

Number of
Volunteer
Stations: 3

Anticipated
Unduplicated
Volunteers: 7

Anticipated
Volunteer
Contributions: 15

Service Activity: Companionship

Service Activity
Description: Friendly visits to seniors who have no family around to visit. Volunteer visits are two hours per month. Visits will take place at the home of the client.:

Anticipated
Output: (PRIORITY) H8: Number of individuals receiving independent living services

Target: 10 How Measured: Other

Instrument Description Station supervisors will provide the Volunteer coordinator with volunteer hours on a monthly basis.

Anticipated
Outcome: (PRIORITY) H9: Number of individuals with increased social support.

Target: 10 How Measured: Survey

Instrument Description Participant (seniors) will be provided a satisfaction survey provided by the Volunteer coordinator on a quarterly basis.

Performance Measure: 21.1 Developing materials

Community Need to be Addressed:

According to the American Cancer Society's Cancer Facts & Figures 2014 Report, an estimated number of 1,665,540 new cases were reported in the United States in 2013. 37,940 cancer cases were reported in Massachusetts alone in 2013 at a rate of 568.1 for males and 460.4 for females. Of the 37,940 cancer cases reported in 2013; 5,560 of them were breast cancer with a death rate of 21.3. American Cancer Society is a nationwide community-based health organization dedicated to eliminating cancer as a major health problem by preventing cancer, saving lives, and diminishing suffering from cancer through research, education, advocacy and service. Projects and fundraisers will provide intervention, support & funds to patients and the public.

Focus Area: Healthy Futures

Objective: Access to Care

Number of
Volunteer
Stations: 2

Anticipated
Unduplicated
Volunteers: 19

Performance Measure: 21.1 Developing materials

Anticipated 35
Volunteer

Contributions:
Service Activity: Developing materials

Service Activity
Description: Volunteers will create Bosom Buddy bags and post surgery support pillows and fill with education materials that provide information on breast cancer treatment and support. This activity takes place at the home of the volunteer. On-going.

Anticipated Output: H2: Number of clients receiving information on health insurance, access and benefits

Target: 150 How Measured: Activity Log

Instrument Description RSVP will maintain data on the number of bags provided, number of pillows provided and the total number of hours given by volunteers.

Anticipated Outcome: —No outcome selected—

Target: How Measured:

Instrument Description

Performance Measure: 22.1 Supporting Blood Drives

Community Need to be Addressed:

One person will need blood every 3 seconds! "A stable blood supply is central to ensuring patient needs are met in emergencies. Blood can take up to three days to be tested, processed and made available for patients. It's the blood already on the shelves that can help save lives when disaster strikes". <http://southberkshires.com/story/47384/Eligible-Donors-Encouraged-to-Give-Blood-During-National-Preparedness-Month.html#sthash.NRBSagsw.dpuf> . Blood donors are needed every day to ensure an adequate blood supply for patients in need. The BMC Blood Donor Center, which operates the Bloodmobile, and the American Red Cross are committed to increasing the supply of blood in the area, keeping donated blood in the Berkshires for use in local patients and aiding in efforts to decrease the cost of blood. There is no successful substitute for human blood, which makes blood donation vital to the community.

Focus Area: Capacity Building	Objective: Capacity Building & Leverage	Number of Volunteer Stations:	1
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Anticipated Unduplicated Volunteers: 1

Anticipated Volunteer Contributions: 1

Service Activity: Supporting Blood Drives

Service Activity Description: RSVP volunteers will receive "Donor Ambassador" training from the American Red Cross. They will serve as greeters at local blood drives. Assist with donor intake and sign in and assist donor's in the hospitality area. Volunteers will assure that all donors have all relevant information and that all questions are answered appropriately. This activity will take place in the Berkshire County community at local sites identified by the American Red Cross. Every other month (six time each year) Full day activity.

G3-3.17: Dollar value of in-kind resources leveraged by CNCS-supported organizations or

Performance Measure: 22.1 Supporting Blood Drives

Anticipated Output: participants

Target: 0 How Measured: Other

Instrument Description RSVP will track number of volunteers trained. Number of hours used and recorded in "Volunteer Reporter."

Anticipated Outcome: --No outcome selected--

Target: How Measured:

Instrument Description

Performance Measure: 23.1 Other

Community Need to be Addressed:

According to Junior Achievement of Western Massachusetts, every child in America should have a fundamental understanding of the value of the free enterprise system, business, and economics to improve the quality of their lives. Children need to know what it takes to be successful, working class citizens, as well as how to make informed choices for their future careers. At present, most school curriculum, including those offered at Pittsfield Public Schools; do not include this type of learning experience. Throughout Junior Achievements sequential and integrated kindergarten through grade 12 programs, students will be exposed to basic skills, critical thinking, and complex problem solving.

Focus Area: Other Community Priorities

Objective: Other

Number of Volunteer Stations: 1

Anticipated Unduplicated Volunteers: 1

Anticipated Volunteer Contributions: 1

Service Activity: Other

Service Activity Description: RSVP volunteers will provide a five week, once a week session for 35 minutes) Junior Achievement Program. There is an established curriculum. The Junior Achievement Coordinator with the public scholl department will provide training, support and all needed materials for the volunteer. This activity will occur at six of the public grammar schools in Pittsfield MA.

Anticipated Output: OT1: SC1Grantee met their target for community priority activity. (Yes/No)

Target: 0 How Measured: Other

Instrument Description Attendance log will be maintained for each participant. The school department will provide RSVP withn this data at the end of the program.

Anticipated Outcome: --No outcome selected--

Target: How Measured:

Instrument Description

Performance Measure: 24.2 Creating Disaster Kits

Community Need to be Addressed:

Typically after disasters, the vast majority (80%) of the affected population is able to manage its own recovery. The remaining 20 % will need special assistance that Community Development Organizations and non profit organizations are uniquely positioned to provide. The kinds of assistance victims need varies greatly based on the type of disaster or crisis that has occurred and on each individual households particular circumstances. In Berkshire County Seniors age 60 or older represent 22.4% of Berkshire County's total population which is higher than the statewide average. Many seniors in our community live on fixed incomes and cannot afford to prepare a survival kit. Nor do most of them know what supplies are needed in a kit. Many seniors and immobile citizens have unique needs that should be addressed when creating a survival kit, such as medications, the ability or inability to open cans, diet restrictions and such. Having a survival kit customized to answer these unique circumstances would help to eliminate some of the panic associated with disasters that often results in tragedy. Massachusetts Emergency Management Agency Agency says that help may not come for 24 to 72 hours therefore citizens should be prepared to survive during that time.

Focus Area: Disaster Services	Objective: Disaster Assistance Provided	Number of Volunteer Stations: 6
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Anticipated Unduplicated Volunteers: 30

Anticipated Volunteer Contributions: 50

Service Activity: Creating Disaster Kits

Service Activity Description: Volunteers will hold a community drive for donations of materials for disaster kit creation. Volunteers will create with local community organizations 150 disaster kits that will be distributed to 150 low income seniors. Volunteers will complete intake sheets to identify seniors to receive free survival kits. Four to five kits will be distributed monthly to individuals who are qualified, at their homes.

Anticipated Output: (PRIORITY) D1: Number of individuals that received CNCS-supported services in disaster preparedness

Target: 500 How Measured: Other

Instrument Description Outreach efforts will be measured by attendance sheets for community presentations by workshop presenter at each workshop. Distribution tracking system will be utilized encompassing intake sheets that will come from each workshop and service agency at time of intake. Tracking system will be updated weekly throughout distribution period by volunteer coordinator.

Anticipated Outcome: —No outcome selected—
Target: How Measured:

Instrument Description

Performance Measure: 24.1 Performing Outreach

Community Need to be Addressed:

Typically after disasters, the vast majority (80%) of the affected population is able to manage its own recovery. The remaining 20 % will need special assistance that Community Development Organizations and non profit organizations are uniquely positioned to provide. The kinds of assistance victims need varies greatly based on the type of disaster or crisis that has occurred and on each individual households particular circumstances. In Berkshire County Seniors age 60 or older represent 22.4% of Berkshire County's total population which is higher than the statewide average. Many seniors in our community live on fixed incomes and

Performance Measure: 24.1 Performing Outreach

cannot afford to prepare a survival kit. Nor do most of them know what supplies are needed in a kit. Many seniors and immobile citizens have unique needs that should be addressed when creating a survival kit, such as medications, the ability or inability to open cans, diet restrictions and such. Having a survival kit customized to answer these unique circumstances would help to eliminate some of the panic associated with disasters that often results in tragedy. Massachusetts Emergency Management Agency Agency says that help may not come for 24 to 72 hours therefore citizens should be prepared to survive during that time.

Focus Area: Disaster Services	Objective: Disaster Assistance Provided	Number of Volunteer Stations: 1
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Anticipated Unduplicated Volunteers: 10

Anticipated Volunteer Contributions: 20

Service Activity: Performing Outreach

Service Activity Description: Volunteers will be trained by Debbie Rice, Pittsfield City Health Dept. and Laura Kittross the Director of the Berkshire County Board of Health association to assist with outreach presentations to elderly venues on survival and show the supplies needed for a survival kit. One presentation will be made each month. Twelve different locations throughout the county. Presentations will be 60-90 minutes, depending on audience size and questions. Red Cross will also train RSVP Volunteers for outreach to victims of disasters for support and assistance.

Anticipated Output: (PRIORITY) D1: Number of individuals that received CNCS-supported services in disaster preparedness

Target: 150 How Measured: Other

Instrument Description Outreach efforts will be measured by attendance sheets for community presentations by workshop presenter at each workshop. Distribution tracking system will be utilized encompassing intake sheets that will come from each workshop and service agency at time of intake. Tracking system will be updated weekly throughout distribution period by volunteer coordinator.

Anticipated Outcome: --No outcome selected--
Target: How Measured:

Instrument Description

Required Documents

<u>Document Name</u>	<u>Status</u>
Aggregate Dollar Amounts of funding	Not Applicable
Annual Assessment	Sent
Board of Directors	Not Applicable
Community Advisory Group Names and Addresses	Sent
Financial Statement Audit or SF-990	Sent
Negotiated Indirect Cost Agreement	Not Applicable
Organizational Chart	Sent
Project Director's Job Description	Already on File at CNCS
Roster of Volunteer Stations	Already on File at CNCS
Statement of Audit Status	Sent

February 28, 2017 12:50 PM

**RSVP Berkshire
City of Pittsfield**

Application ID: 17SR190426

Budget Dates: 04/01/2015 - 03/31/2018

	Total Amt	CNCS Share	Grantee Share	Excess Amount
Section I. Volunteer Support Expenses				
A. Project Personnel Expenses	99,984	30,201	69,783	0
B. Personnel Fringe Benefits				
FICA	1,450	438	1,012	0
Health Insurance	11,733	3,900	7,833	0
Retirement	0	0	0	0
Life Insurance	56	0	56	0
Total	\$13,239	\$4,338	\$8,901	\$0
C. Project Staff Travel				
Local Travel	1,000	0	1,000	0
Long Distance Travel	1,271	971	300	0
Total	\$2,271	\$971	\$1,300	\$0
D. Equipment				
E. Supplies	3,380	1,880	1,500	0
F. Contractual and Consultant Services	2,174	189	1,985	0
I. Other Volunteer Support Costs	1,888	1,888	0	0
Criminal Background Check	0	0	0	0
Total	\$1,888	\$1,888	\$0	\$0
J. Indirect Costs				
Section I. Subtotal	\$122,936	\$39,467	\$83,469	\$0
Section II. Volunteer Expenses				
A. Other Volunteer Costs	6,308	1,410	723	4,175
Meals	0	0	0	0
Uniforms	0	0	0	0
Insurance	798	0	798	0
Recognition	4,200	1,700	2,500	0
Volunteer Travel	0	0	0	0
Total	\$11,306	\$3,110	\$4,021	\$4,175
Section II. Subtotal	\$11,306	\$3,110	\$4,021	\$4,175
Budget Totals	\$134,242	\$42,577	\$87,490	\$4,175
Funding Percentages		32.7%	67.3%	
Required Match		n/a		
# of years Receiving CNCS Funds		n/a		

Budget Narrative: RSVP Berkshire for City of Pittsfield

Section I. Volunteer Support Expenses

A. Project Personnel Expenses

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount	Excess Amount
RSVP Director:- 1 person(s) at 49774 each x 100 % usage	14,790	34,984	49,774	0
RSVP Administrative Assistant: - 1 person(s) at 26332 each x 100 % usage	7,481	18,851	26,332	0
RSVP Volunteer Coordinator: - 1 person(s) at 23878 each x 100 % usage	7,930	15,948	23,878	0
CATEGORY Totals	30,201	69,783	99,984	0

B. Personnel Fringe Benefits

Item -Description	CNCS Share	Grantee Share	Total Amount	Excess Amount
FICA: City employees do not pay SS Medicare only Rate of .0145% of total salary 99,984 for 3 employees. CNCS pays 30% of salaries so per the city we must allocate fica and health insurance accordingly.	438	1,012	1,450	0
Health Insurance: \$11,733 Health which consists of \$978 per month for three employees; Director, admin. assistant and vol coord. The city of Pittsfield Treasurer provided the information based on current insurance plan with 10% increase.	3,900	7,833	11,733	0
Retirement:	0	0	0	0
Life Insurance: One RSVP staff, Volunteer Coordinator, has Life Insurance. Grantee pays 4.66 per month for 12 months. Total of 55.92.	0	56	56	0
CATEGORY Totals	4,338	8,901	13,239	0

C. Project Staff Travel

Local Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
Staff Mileage Reimbursements-Local Project travel,training, Site Visits to Stations -Berkshire Cty.: Approximately. 1851 miles per year for 3 staff out of office meetings . Rate of reimbursement per city of Pittsfield is .54 per mile. Volunteer site visits & Local Trainings.	0	1,000	1,000	0
CATEGORY Totals	0	1,000	1,000	0

Long Distance Travel

Purpose -Destination -Other Travel -Trans. Amount -Meals/ Lodging	CNCS Share	Grantee Share	Total Amount	Excess Amount

Training & Conferences, Transportation, Lodging, Meals: Regional Conference MA Service Alliance New England Conferences, Meetings; New England Conference, Massachusetts Senior Corps Association, and National Senior Corps.- Meals/Lodging 900 Trans 314 Other 57	971	300	1,271	0
CATEGORY Totals	971	300	1,271	0

D. Equipment

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount	Excess Amount
CATEGORY Totals	0	0	0	0

E. Supplies

Item/ Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
Supplies: Bulk order - Office supplies through WB Mason Collaborative (merged with New England Office Supplies)(pads, pens, binders, staples, labels, envelopes, etc.) Stationary / Envelopes - Supplies for Birthdays - etc. Resource Calendar, Disaster Kits	1,880	1,500	3,380	0
CATEGORY Totals	1,880	1,500	3,380	0

F. Contractual and Consultant Services

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
Verizon Wireless: Cell phone service for the Van Transportation ~ \$15.99 x 12 = \$192.00	189	3	192	0
MacFarlane Copier Lease: \$114.60 x 12 = \$1,376.00	0	1,376	1,376	0
MacFarlane Copier Maintenance: Contract base rate charge for the overage charge \$40 x 12 (plus overage \$0.0146)	0	606	606	0
CATEGORY Totals	189	1,985	2,174	0

I. Other Volunteer Support Costs

Item	CNCS Share	Grantee Share	Total Amount	Excess Amount
Criminal Background Check:	0	0	0	0
Supplies-to purchase software, hardware, or other equipment to enable full participation in the Senior Corps Virtual Conference:	0	0	0	0
Augmentation from 8/2015, balance to be carried over through 2017-2018 \$1887.97. \$400 upgrade Volunteer software, \$30 fingerprint cost, \$297.58 disaster kits approved by CNCS PM:	1,888	0	1,888	0
CATEGORY Totals	1,888	0	1,888	0

J. Indirect Costs

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Calculation -Rate Type -Rate -Rate Claimed -Cost Basis	CNCS Share	Grantee Share	Total Amount	Excess Amount
CATEGORY Totals	0	0	0	0
SECTION Totals	39,467	83,469	122,936	0
PERCENTAGE	32%	68%		

Section II. Volunteer Expenses

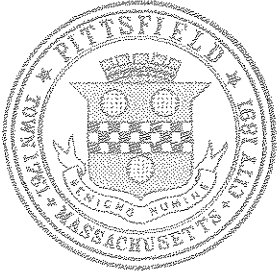
A. Other Volunteer Costs

Item -Description	CNCS Share	Grantee Share	Total Amount	Excess Amount
Meals:	0	0	0	0
Uniforms:	0	0	0	0
Insurance: CIMA- Insurance CNCS Accident \$399.Vol. Liability \$295. Auto Liability \$104. Last year, 2015-16 City Treas. report City of Pitts. to pay cost of CIMA from City Bud. New Treasurer states RSVP to pay out of RSVP City Budget.	0	798	798	0
Recognition: Volunteer Recognition Event- each volunteer would have an opportunity to participate in a volunteer recognition event. We are estimating that we could provide a luncheon or some other type of event that would be no more than \$16.00 per person.	1,700	2,500	4,200	0
Volunteer Travel:	0	0	0	0
Volunteer Reimbursement: Vol driving to & from vol. stations for 20vol.@ .25 per mile-cap of \$20 a mon. to assign. Avg cst approx. \$100 a mon.	1,200	0	1,200	0
Vol Reg Awards: Certificates, Certificate Folders, Plaques, tokens of appreciation, rsvp T-shirts	210	323	533	0
Berkshire Theatre Group gifts: Complimentary Theatre tickets for RSVP Vol 4x a year to 20 vol per at any average cost per ticket of \$31	0	0	2,500	2,500
Eastern States Exposition Grant: Provides a mini grant of \$1,195.00 for RSVP to cover bus, and admission tickets in Sept. each year	0	0	1,195	1,195
Postage: Mailing invitations, BD cards, Sympathy cards, certificates to up to 374 volunteers through out year.	0	400	400	0
Deanny Condon Birthday Cakes: Donates for RSVP Bi-monthly Birthday Parties. Celebrates 2 months at one party. Estimated fair market rate of \$80 per month for cake 6 x per year.	0	0	480	480
CATEGORY Totals	3,110	4,021	11,306	4,175
SECTION Totals	3,110	4,021	11,306	4,175
PERCENTAGE	28%	36%		

BUDGET Totals	42,577	87,490	134,242	4,175
PERCENTAGE	32%	65%		

Source of Funds

Section	Description
Section I. Volunteer Support Expenses	American Cancer Society Gift Gas Cards 500. DeVanny Condron Birthday Cakes 480. Berkshire Theater Complimentary Tickets for Volunteers 2500. Eastern States Expedition Free trip provided by BIG E for all volunteers 1000.
Section II. Volunteer Expenses	Criminal Background Check- City of Pittsfield provides for free The American Cancer Society Gas Cards \$500 in kind Devanny Condron Funeral Home \$480- cake, coffee, paper goods in kind Eastern States Exposition \$1000- bus, admission tickets in kind Berkshire Theater \$2500- in kind



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

Linda M. Tyer
Mayor

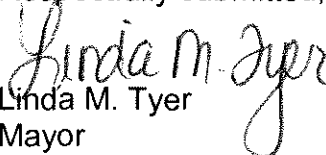
March 22, 2017

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

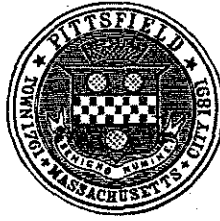
Dear Councilors,

Submitted herewith for your consideration an Order authorizing the City of Pittsfield to accept a grant in the amount of \$51,000.00 from MassDOT Aeronautics Division for the purchase of the engineering services for design of the Airport Security Fence Repair project.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB
Enclosure



Pittsfield Municipal Airport Commission

Gloria Bouillon
Airport Manager

Chris Pedersen
Chairman

March 21, 2017

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

Dear Mayor Tyer,

Submitted herewith for your consideration is an authorization requesting the City of Pittsfield to accept a grant of funds in the amount of \$51,000.00 from MassDOT Aeronautics Division. This grant will be used for the purchase of the engineering services for design of the Airport Security Fence Repair project.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gloria Bouillon".

Gloria Bouillon
Airport Manager

Cc: Allison Bottume, City Accountant

David Keator – Vice Chairman
Airport Commissioners: Ned Kirchner; Gail Molari; Christopher Farrell; Tom Sakshaug

Pittsfield Municipal Airport – 832 Tamarack Road – Pittsfield, MA 01201
(413) 448-9790 or (413) 448-8006 fax

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS IN THE AMOUNT OF \$51,000.00 FROM THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION AERONAUTICS DIVISION

Ordered:

That the City of Pittsfield, by and through its Mayor and City Council, is hereby authorized to accept a grant of funds in the amount Fifty One Thousand Dollars (\$51,000.00) from the Massachusetts Department of Transportation Aeronautics Division and that said funds may be expended pursuant to Massachusetts General Laws, Chapter 44, Section 53A, and in accordance with the provisions of the grant, a copy of which attached to this Order.

Said grant is One Hundred (100%) of the approved project cost for design, for the Airport Security Fence Repair.



Charles D. Baker, Governor
 Karyn E. Polito, Lieutenant Governor
 Stephanie Pollack, Secretary & CEO
 Jeffrey DeCarlo, Administrator



Transmittal

To: Mr. Christopher Pedersen
 Airport Chairman
 Pittsfield Municipal Airport
 832 Tamarack Road
 Pittsfield, MA 01201

Date: January 25, 2017

Project: Security Fencing Repairs

Airport: Pittsfield Municipal Airport

AIP # / ASMP#: ASMP-2016-PSF-14

We are forwarding to you via fedex:

- | | | |
|--|---|---|
| <input type="checkbox"/> Estimates | <input type="checkbox"/> Proposals | <input type="checkbox"/> Reports |
| <input checked="" type="checkbox"/> Standard Contracts | <input type="checkbox"/> Grant Assurances | <input type="checkbox"/> Under separate cover |
| <input type="checkbox"/> Plans | <input type="checkbox"/> Prints | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Contracts - Engineering | <input type="checkbox"/> Photographs | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Grant Applications | <input type="checkbox"/> Change Order | <input type="checkbox"/> Other: |

No. of Copies	Drawing No.	Last Dated	Description
1	Originals	01/25/2017	Standard Contract

These are transmitted:

- | | | |
|--|---------------------------------------|-------------------------------|
| <input type="checkbox"/> For Approval | <input type="checkbox"/> To Resubmit | _____ Copies for review |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> To Submit | _____ Copies for Distribution |
| <input type="checkbox"/> For Signature | <input type="checkbox"/> To Return | _____ Corrected Plans |
| <input type="checkbox"/> For Review & Comment | <input type="checkbox"/> As Requested | |

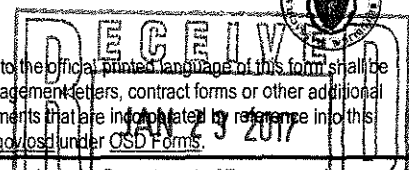
Notes: This Standard Contract includes the design only portion of the project, if funds become available, we may have you proceed with rebidding the project and processing a change order for construction costs and any additional engineer. Additionally, please do not submit any PVs until we send you the PV form generated specifically for this project.

cc: File

Signed:
 Owen K. Silbaugh, Jr, PE
 Project Engineer

m:\airport - projects\psf - pittsfield\asmp_2016-psf-14 security fencing repairs\general correspondence\trns01252017cp.doc

MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/ost under OSD Forms.

CONTRACTOR LEGAL NAME: City of Pittsfield (and d/b/a):		DEPARTMENT NAME: Massachusetts Department of Transportation MMARS Department Code: MassDOT Aeronautics Division	
Legal Address: (W-9, W-4,T&C): 70 Allen St Pittsfield, MA 01201		Business Mailing Address: 1 Harborside Drive, Ste.205N, East Boston, MA 02128	
Contract Manager: Brian Spencer		Billing Address (if different):	
E-Mail:		Contract Manager: Thomas Mahoney	
Phone: 413-448-9790	Fax: 413-448-8006	E-Mail:	
Contractor Vendor Code: VC6000192128		Phone: 617-412-3680	Fax: 617-412-3679
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID Must be set up for EFT payments.)		MMARS Doc ID(s): CT DOT 1300 17PSFFENCE1	
		RFR/Procurement or Other ID Number: 17PSFFENCE1	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date Prior to Amendment: ____, 20__. Enter Amendment Amount: \$ ____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following MassDOT TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> MassDOT Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$51,000.00.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> I agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Security Fence Repairs (2016-PSF-14)			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30th , 2017 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: Date: 1-11-17 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Christopher Pedersen Print Title: Chairman		AUTHORIZING SIGNATURE FOR MassDOT: X: Date: 1/25/2017 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Jeffrey DeCarlo Print Title: Administrator	

MASSDOT STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the MassDOT Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the MassDOT Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

MASSDOT STANDARD CONTRACT FORM



posted.

MASSDOT TERMS AND CONDITIONS

The MassDOT Terms and Conditions has been executed by the Contractor and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's and MassDOT's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth and MassDOT from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Department/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

MassDOT and Contractor Ownership Rights. The Contractor certifies and agrees that MassDOT is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish rights to deliverables nor may Contractors sell products developed with MassDOT resources without just compensation. The Contract should detail all MassDOT deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

MASSDOT STANDARD CONTRACT FORM



under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth and MassDOT from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth and MassDOT have no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MassDOT data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth/MassDOT customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act; 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUY'S subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the MassDOT Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth/MassDOT as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's or MassDOT's right of recovery for personal injury or property damages or patent and copyright

MASSDOT STANDARD CONTRACT FORM



infringement under Section 11 nor the Commonwealth's/MassDOT's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT's records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's or MassDOT's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the MassDOT even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29 s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing MassDOT may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

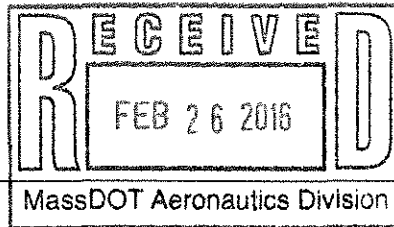
Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, MassDOT and the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth/MassDOT. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of MassDOT's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

**WORK ORDER NUMBER 18****TO THE****MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES****FOR THE FOLLOWING:****SECURITY FENCE REPAIRS****PITTSFIELD MUNICIPAL AIRPORT****Pittsfield, Massachusetts**

WHEREAS, the City of Pittsfield, acting through its Airport Commission, hereinafter referred to as the OWNER, and the firm of Stantec Consulting Services Inc., hereinafter referred to as the CONSULTANT, have entered into a master contract on August 1, 2013, for professional aviation consulting and engineering services in connection with improvements to the Pittsfield Municipal Airport to be completed in compliance with the regulations of the Federal Aviation Administration (FAA) and the Massachusetts Department of Transportation Aeronautics Division (MassDOT-AD), and for which MassDOT-AD is providing 100% of the funding of this project;

NOW THEREFORE, the CONSULTANT and the OWNER agree on this 18th day of March, 2016 for the fees and reimbursements estimated to total **\$60,604.00** for this project in accordance with the attached Scope of Work, and not to be exceeded unless a supplemental agreement is executed by both parties to the work order with approval by the participating agencies named above. The following contract Tasks will be funded and awarded on a lump sum basis for each upon execution of this Work Order:

Task 1: Collection of Data	\$10,517.00
Task 2: Design, Drawings, and Specifications	\$14,612.00
Task 3: Environmental Services	\$6,646.00
Task 4: General Administration	\$8,581.00
Task 5: Bidding and Arrangement for Construction	\$9,414.00
Task 6: Construction Administration	\$10,383.00
Task 7: Technical Observation of Construction (NIC)*	<u>\$0.00</u>
Total:	\$60,604.00

* NIC= Not in Contract

CITY OF PITTSFIELD

By: Linda M. Tyer

Name: Linda Tyer

Title: Mayor

By: Robert Snuck

Name: Robert Snuck

Title: Airport Manager

By: Christopher Pedersen

Name: Christopher Pedersen

Title: Airport Commission Chairman

By: _____

Name: Colleen Hunter - Mullett

Title: Chief Procurement Officer

By: Colleen Hunter-Mullett

Name: _____

Title: City Attorney

Certified as to Form and Legality

By: Mathew Kerwood

Name: Mathew Kerwood

Title: City Treasurer

ENGINEER

By: James E. McLaughlin

Name: James E. McLaughlin, PE

Title: Principal

Stantec Consulting Services Inc.
482 Payne Rd.
Scarborough, ME 04074
Tax ID No. 11-2167170

THE COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF TRANSPORTATION - AERONAUTICS DIVISION

WORK ORDER NUMBER 18 APPROVAL

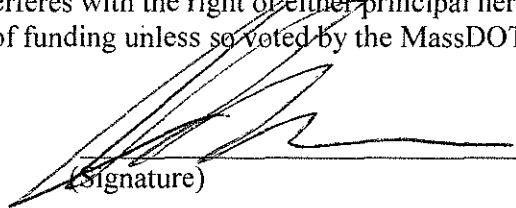
The MassDOT Aeronautics Division, this 18th day of March 2016, approves this Work Order Number 18 between the City of Pittsfield and Stantec Consulting Services Inc. in the amount of Sixty Thousand Six Hundred Four Dollars and Zero Cents (\$60,604.00) for efforts associated with the following:

SECURITY FENCE REPAIRS

at the

Pittsfield Municipal Airport
Pittsfield, Massachusetts

This approval is granted in accordance with Section 51K, Chapter 90 of the General Laws of Massachusetts, as amended, and in no way makes the Massachusetts Aeronautics Commission a party to this contract and in no way interferes with the right of either principal here above, and is not to be considered as a commitment of funding unless so voted by the MassDOT Aeronautics Division.

Dept. of Transportation
Division

(Signature)

Jeffrey DeCarlo
Administrator
MassDOT Aeronautics Division

**APPENDIX A
SCOPE OF SERVICES
For
Work Order No. 18
Security Fence Repairs
PITTSFIELD MUNICIPAL AIRPORT**

The CONSULTANT for its part agrees to perform certain engineering services for the AIRPORT which are more specifically described as follows:

ARTICLE 1: COLLECTION OF DATA

- 1.0 Record Drawing Review** – Review existing record drawings from previous construction work in the vicinity of the project improvements to determine location of underground utilities and cables. Sources will include MassDOT Aeronautics, FAA, local utility companies, and city and airport staff at the Pittsfield Municipal Airport
- 2.0 Topographic Survey and Existing Condition Plan for Motorized Gate MG-8** - Perform limited topographic survey of the location of existing motorized Gate No. MG-8. Pickup sufficient data to ensure appropriate grades are available to install the new motorized gate, accommodate clearance in its open position, as well as locate existing fence opening end posts, electrical service location, etc. Anticipate 1 day of field survey and 1 day of data reduction for existing conditions plan.
- 3.0 Wetland Delineation** - Perform re-flagging of previously delineated wetland boundaries where project ground disturbance limits are anticipated to be within wetland or within the wetland 100 ft. buffer. (Replacement of 6 ft. high chain link fence on North side of Runway 26 end). This will involve resetting flags using coordinates of previously delineated wetland boundary with GPS survey unit and verifying boundary is still reflective of existing conditions. The delineation will be used during the environmental permitting phase of the project for filing a Notice of Intent with the Pittsfield Conservation Commission. Anticipate 1 days of delineation work, and 1 day of GPS survey work.
- 4.0 Electrical Field Investigation** - Perform Electrical field investigation of power source and requirements for Motorized Gate MG-8. Anticipate a 1 day site visit by Electrical Engineer.

ARTICLE 2: DESIGN, CONSTRUCTION DRAWINGS, SPECIFICATIONS AND DOCUMENTS

The CONSULTANT shall provide the following services for preparation of construction contract documents for the proposed project. The proposed project includes: replacement of approximately 330 LF of wooden fence behind the Runway 26 localizer at the Runway 8 end safety area with standard 8 ft. high chain link fence with barbed wire outrigger, replacement of approximately 700 LF of existing 6 ft. high chain link fence with new 8 ft. high chain link fence with barbed wire outrigger on the north side of Runway 26 safety area, and replacement of existing motorized sliding security gate at Barker Road designated on the Airport's ARFF plan as Gate MG-8. See attached Figure 1.0 for project locations. The applicable FAA Advisory Circulars (AC) as listed in the FAA AC Checklist dated December 31, 2015 will be utilized for all design requirements.

- 1.0 Title Sheet and General Site Plan** - Prepare the project drawings title sheet, site

plan, and site plan notes. The site plan will depict all major work items and all areas on the airport site where work is proposed. The site plan shall also depict contractor's haul routes, equipment staging areas, and temporary material stockpile areas. Details for closed runway markers and safety barricades shall be shown on the site plan. Site plan notes shall include the following:

- 1.1 location, maintenance, and restoration of haul routes
 - 1.2 special drainage and erosion control requirements
 - 1.3 responsibility for location and maintenance of underground utilities
 - 1.4 responsibility and requirements for issuing NOTAMS
 - 1.5 dimensions of Aircraft Operational Areas (AOA) and requirements for work within the AOA
 - 1.6 FAA requirements regarding operational safety during construction
 - 1.7 monitoring air traffic during construction
 - 1.8 responsibilities for traffic control and flag persons during construction
 - 1.9 requirements for marking and lighting of contractor's equipment and vehicles
 - 1.10 reference phasing and runway closure requirements
- 2.0 **Construction Safety / Phasing Plan (Not Required)**- Because there is no FAA funding involved with this project and it will be funded 100% by MassDOT Aeronautics it is assumed that the preparation and submission of an FAA construction safety and phasing plan is not required. Should it be determined at a later date that one is required, additional fee through a supplemental agreement would be required.
- 3.0 **Partial Site Plans, Fencing Details, Civil, Electrical, and Erosion Control details** – Prepare partial site plan(s) for each repair location and details for fencing, civil requirements, and erosion control details for the project (estimate 3 drawings).
- 4.0 **Quantities and Estimates** – Prepare detailed material quantity takeoff and cost estimates of the proposed improvements at 2 stages of design; one estimate will be prepared at the preliminary stage (approximately 50% of final design) and one will be prepared at completion of the final design. The cost opinions provided will furnish preliminary cost data and will serve as a basis for judging the merit of bids to be received for construction. Since the CONSULTANT has no control over the cost of labor and materials, or over competitive bidding and market conditions, the opinions of probable costs provided for herein are to be made on the basis of his/her experience and qualifications, but the CONSULTANT does not guarantee the accuracy of such opinions as compared to the contractors' bids or the final project cost.
- 5.0 **Specifications** - Prepare contract specifications including bidding documents, general provisions, and technical specifications for work included in the proposed project in accordance with the latest edition of FAA Advisory Circular 150/5370-10G "Standards for Specifying Construction of Airports", as necessary, and any supplements thereto and other pertinent advisory circulars and supplements thereto.
- 6.0 **Meetings with Airport** – Attend one meeting with the AIRPORT at the airport to review the progress of the project design documents during the life of the project.

This task includes preparation for each meeting including presentation boards and handouts as well as the preparation of meeting minutes as necessary. The Project Manager or the Senior Civil Design Engineer will attend the meeting.

7.0 In- House Design Reviews - Perform quality control and design reviews in accordance with ISO 9001 Quality Management System, which provide selected experienced representatives of the CONSULTANT with the opportunity to perform independent analysis of the plans and specifications at the preliminary and final design stages to ensure accuracy, completeness, and constructability. The recommendations of the design reviews will be incorporated into the final plans and specifications.

8.0 Reproduction - Prepare and distribute the preliminary drawings, specifications, and contract documents at the completion of the preliminary design stage (approximately 50% design); and the final drawings, specifications, and contract documents at the completion of the final design stage to the AIRPORT, and MassDOT as required. This task shall also include the preparation of electronic files of all documents in PDF format for submission to the MassDOT and AIRPORT as required (see note below).

Note: The AIRPORT will be provided with two (2) full-size sets of drawings, specifications and contract documents for both preliminary and final review use, as well as electronic copies of the documents in pdf form. MassDOT will be provided with an electronic copy of all project documents in pdf form.

ARTICLE 3: ENVIRONMENTAL SERVICES

The CONSULTANT will provide the following environmental services for the project.

- 1.0 Agency Coordination:** The CONSULTANT shall consult with the U.S. Fish and Wildlife Service, the Massachusetts Natural Heritage Program, the Massachusetts Historic Commission (MHC) and other resource agencies to determine the extent of protected natural resources (if any) within or adjacent to the proposed project locations. As there is no federal funding involved and thus no "Federal Action" it is assumed that there is no need to consult with Tribal Historic Preservation Officers (THPOs).

The CONSULTANT will prepare a project description and provide this information to the agencies noted above. A USGS location map of the project area will be included with the project description and request for information regarding protected resources. Agency Coordination will include the following tasks:

- 1.1 Prepare and submit Project Notification Form to MHC.
- 1.2 Prepare and submit "Simple MESA Review" Form for anticipated disturbance under 5 acres and coordinate with Mass Natural Heritage regarding exiting rare species habitat previously identified in the area.
- 1.3 Consult with US Fish and Wildlife on-line data base and mapping for confirmation of no presence of rare and endangered species habitat.

- 2.0 Assess Potential Wetland Impacts and File Notice of Intent:** The CONSULTANT shall review the existing airport wetland mapping, to determine whether or not any proposed excavation/ground disturbance for installation of the fencing occur within wetlands or the 100 ft. buffer areas of previously mapped wetlands. The area of concern will include the section of fence replacement proposed along the north side of Runway 26 end. Filing will likely require a 1-day field visit with the ConCom, and attendance at two ConCom meetings to obtain approvals. This scope assumes that the result of the NOI process will be the issuance of an Order of Conditions, and that no appeal of the conservation commission decision will occur. It is also assumed that no Stormwater Report preparation will be required. In the event of an appeal, or the threshold for the requirement for preparation of a Stormwater Report is crossed, then a supplemental agreement with additional fee will be required to be negotiated.

ARTICLE 4: GENERAL ADMINISTRATION

- 1.0 Prepare Project Scope & Fee** – Prepare a detailed project scope to reflect the effort required for the services as outlined herein. Provide additional information to the AIRPORT as necessary to ensure a full mutual understanding of the proposed requirements. Submit scope and fee to AIRPORT and MassDOT Aeronautics for review and comment. Conduct negotiation of proposed fee with the AIRPORT based on comments if necessary.
- 2.0 MassDOT Grant Applications** – Prepare and submit the MassDOT Grant Pre-

Application and Grant Application on behalf of the AIRPORT.

- 3.0 Process Reimbursement Requests** – Collect and verify project cost data, and prepare MassDOT Payment Vouchers for reimbursement (4 estimated). Assist the AIRPORT in the coordination and the tracking of payments from MassDOT.
- 4.0 Project Administration** – The CONSULTANT shall do the administrative work required because of state participation in the project. Specifically, the CONSULTANT shall consult and correspond, as necessary, with the AIRPORT's financial office on the following:
 - 4.1** Preparing monthly invoices and any associated work status reports required by MassDOT.
 - 4.2** Obtaining data on funds expended and determining, in conjunction with the appropriate AIRPORT and MassDOT officials, the eligibility of such costs to satisfy qualification for state participation.
 - 4.3** Obtaining data on the AIRPORT's administration costs and determining, in conjunction with the appropriate AIRPORT and MassDOT officials, the eligibility of such costs to satisfy qualification for state participation.
 - 4.4** The CONSULTANT shall consult as necessary with the State Auditor in connection with the preparation of a final audit.
 - 4.5** Retain records for seven (7) years and a file system ready for final auditing if found necessary.
- 5.0 Project Completion Reports** - Prepare, analyze, and submit the Final Project Completion Report and associated documentation for approval and acceptance by MassDOT to close out the project grant.

ARTICLE 5: BIDDING AND ARRANGEMENT FOR CONSTRUCTION

- 1.0 Prepare Bid Documents** - Prepare 15 sets of bid documents for distribution to potential bidders. Bid Documents (Plans, Specifications, and Bid Forms) will be provided to the City of Pittsfield, Office of the Purchasing Agent for distribution to bidders.
- 6.0 Advertisement for Bids** - Prepare and submit the Bid Advertisement for the project to local newspaper (Berkshire Eagle). Stantec will pay for the cost of the advertisement and will submit for reimbursement under the project as an expense.
- 7.0 Central Register Notice** - Prepare and submit the Central Register Notice for the Project.
- 8.0 Respond to Questions** - Answer questions from bidders during the bid period and prepare and issue addenda as required to be issued by the Office of the Purchasing Agent.

- 9.0 Pre Bid Informational Meeting** - Arrange and conduct a pre-bid conference at the airport. Anticipated CONSULTANT attendees will include: Project Manager.
- 10.0 Bid Analysis** - Analyze the bids for errors/omissions/DBE participation and make written recommendations to the AIRPORT on the award of the contract.
- 11.0 Bidding Coordination** - Coordinate with the Office of the Purchasing Agent during the bidding process.

Note: The Office of the Purchasing Agent will be responsible for distribution of bid documents and maintenance of a plan holders list. Distribution of any required addenda will be the responsibility of the Purchasing Agent. Additionally, the Purchasing Agent will open and provide copies of the bids to the CONSULTANT for review and analysis.

ARTICLE 6: CONSTRUCTION ADMINISTRATION

- 1.0 Pre-Construction Conference** – Arrange and attend a pre-construction conference and prepare and distribute minutes of the meeting. Assumed CONSULTANT attendees will include: Project Manager.
- 2.0 Construction Correspondence** – Prepare / handle construction project correspondence over the course of construction.
- 3.0 Change Orders** - Assist the AIRPORT in processing construction change orders which significantly alter original construction project scope. Recommend specification waivers when necessary. Provide justification and cost analysis for all proposed change orders to MassDOT. Advise the AIRPORT as to the Contractor's time of performance and the application of liquidated damages, if necessary. Provide general consultation and advice to the AIRPORT during construction. For the purposes of estimating work efforts, assume one (1) Change Order will be required during the project.
- 4.0 General Support** - Provide general support to the Airport's Inspection personnel regarding construction related activities and contractor RFIs. Assumes approximately 2 hours per week for in-office support; and 2 hours per week for in-office support for CADD discipline. Also includes a 1- day site visit by Senior Environmental Scientist to review erosion control measures and check for compliance with ConCom order of conditions. (Assumed 2-week construction schedule for erection of fencing).
- 5.0 Shop Drawings** - Prepare a list of shop drawings and product data to be furnished by the Contractor. Review shop drawings and product catalog data furnished by the Contractor for compliance with the contract documents.
- 6.0 Final Inspection** – Coordinate and attend a final inspection and prepare a report of the results (punchlist) for distribution to the MassDOT, AIRPORT and Contractor. Assume attendees will include: Project Manager.
- 7.0 Record Drawings** – Prepare and submit As-Built Record Drawings for the project based on data obtained during construction and from the Contractor. Record Drawings shall be supplied to MassDOT in electronic pdf and AutoCAD format, and

the AIRPORT will receive both electronic as well as one paper set of drawings.

ARTICLE 7: TECHNICAL OBSERVATION OF CONSTRUCTION (Not in Contract)

- 1.0 Technical Field Observation of Construction** - Due to the limited scope of construction work and at the request of the Owner, City of Pittsfield Airport Personnel will perform the duties associated with field observation of construction. Stantec will not provide full-time or part-time inspection for this project.

- 2.0 Punch List Follow-Up** – The Airport Inspector Personnel will coordinate with the Contractor for completion of the punch list items identified during the Final Inspection and provide follow-up inspections as needed until all items have been completed. Stantec will not provide punch list follow-up inspections.

Pittsfield Municipal Airport
Pittsfield, Massachusetts

Security Fence Repairs

Work Order No.18

Task 1: Collection of Data	\$10,517
Task 2: Design, Drawings and Specifications	\$14,612
Task 3: Environmental Services	\$6,647
Task 4: General Administration	\$8,581
Task 5: Bidding and Arrangement for Construction	\$9,414
Task 6: Construction Administration	\$10,833
Task 7: Technical Observation of Construction (NIC) *	\$0

Total Engineering Services Fee: \$60,604

Pittsfield Municipal Airport
 Security Fence Repairs
 Work Order No.18
 Stanlec Project No. 195210868

Task 1: Collection of Data

TASK	DISCIPLINE	Principal / Project Manager	Senior Civil Engineer	Electrical Engineer	Surveyor	Civil Engineer	Senior Environmental Scientist	Environmental Scientist	CADD / Computer Technician	Administrative Clerical
1.0	Record Drawing Review	1				2				
2.0	Topo Survey and Existing Conditions Plan for Gate No. MG-8	2			20					
3.0	Wetland Delineation (Reflagging)	1					8	16	4	
4.0	Electrical Field Investigation (Gate No. MG-8)	1		12						
TOTAL HOURS		5	0	12	20	2	8	16	4	0
Hourly Rate		\$65.00	\$53.00	\$43.00	\$38.00	\$28.00	\$54.00	\$25.00	\$32.00	\$25.00
Direct Labor Cost		\$325.00	\$0.00	\$516.00	\$760.00	\$56.00	\$432.00	\$400.00	\$128.00	\$0.00

Task 1: Expense Worksheet

Task 2.0

Trips	Miles	From	\$ per mile	Total
1	460	Scarborough	\$0.540	\$248.40
1	104	Albany	\$0.540	\$56.16
Nights	People	Lodging Per Night		Total
1	1	\$120.00		\$120.00
Days	People	Meals		Total
1	2	\$64.00		\$128.00

Task 3.0

Trips	Miles	From	\$ per mile	Total
1	120	Northampton	\$0.540	\$64.80
1	460	Scarborough	\$0.540	\$248.40
Nights	People	Lodging Per Night		Total
1	1	\$120.00		\$120.00
Days	People	Meals		Total
2	2	\$64.00		\$256.00

Task 4.0

Trips	Miles	From	\$ per mile	Total
1	460	Scarborough	\$0.540	\$248.40
0	120	Northampton	\$0.540	\$0.00
Nights	People	Lodging Per Night		Total
1	1	\$120.00		\$120.00
Days	People	Meals		Total
2	2	\$64.00		\$256.00

Task 0.0

Trips	Miles	From	\$ per mile	Total
	460	Scarborough	\$0.540	\$0.00
Nights	People	Lodging Per Night		Total
1	1	\$120.00		\$0.00
Days	People	Meals		Total
1	1	\$64.00		\$0.00

Other Expenses

Describe	Total
Misc. Expenses (Incl. survey supplies, Tolls)	\$200.00
Shipping / Reproduction	\$100.00

Outside Services:

Task 4.0: N/A	\$0.00
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Labor Summary:

TOTAL DIRECT LABOR COST	\$2,617.00
OVERHEAD @ 177.47%	\$4,644.39
FIXED FEE @ 15%	\$1,089.21
TOTAL LABOR COST	\$8,350.60

Expense Summary:

TRAVEL / ACCOMODATIONS	\$1,866.16
OTHER EXP	\$300.00
OUTSIDE SERVICES	\$0.00
TOTAL EXPENSE SUMMARY	\$2,166.16

USE:	\$10,517
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Pittsfield Municipal Airport
 Security Fence Repairs
 Work Order No.18
 Stantec Project No. 195210868

Task 2: Design, Drawings and Specifications

TASK	DISCIPLINE	Senior Principal	Principal / Project Manager	Senior Civil Engineer	Civil Engineer	Senior Electrical Engineer	Senior Airport Planner II	Electrical Engineer	CAAD/Computer Technician	Administrative/Clerical
1.0	Title Sheet and General Site Plan		1		6					6
2.0	Construction Safety/Phasing Plan (Not required)									
3.0	Partial Site Plans, Fencing Details, Civil, Electrical, and Erosion Control details		4		16			6		12
4.0	Quantities and Construction Cost Estimates		1		4	2				
5.0	Specifications		2		12			6		4
6.0	Meeting with Airport		12							
7.0	In-House Quality Control Design Reviews	2			2					2
8.0	Reproduction									4
TOTAL HOURS		2	20	2	38	2	0	12	24	12
Hourly Rate		\$80.00	\$65.00	\$53.00	\$28.00	\$60.00	\$49.00	\$43.00	\$32.00	\$25.00
Direct Labor Cost		\$160.00	\$1,300.00	\$106.00	\$1,064.00	\$120.00	\$0.00	\$516.00	\$768.00	\$300.00

Task 2: Expense Worksheet

Task 6.0

<u>Trips</u>	<u>Miles</u>	<u>From</u>	<u>\$ per mile</u>	<u>Total</u>
1	460	Scarborough	\$0.540	\$248.40
<u>Nights</u>	<u>People</u>	<u>Lodging Per Night</u>		
1	1		\$120.00	\$120.00
<u>Days</u>	<u>People</u>	<u>Meals</u>		
1	1		\$64.00	\$64.00

Other Expenses

<u>Descrip</u>	<u>Total</u>
Misc. Expenses (Incl. Tolls)	\$50.00
Shipping / Reproduction	\$300.00

Outside Services:

	\$0.00
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Labor Summary:

TOTAL DIRECT LABOR COST	\$4,334.00
OVERHEAD @ 177.47%	\$7,691.55
FIXED FEE @ 15%	\$1,803.83
TOTAL LABOR COST	\$13,829.38

Expense Summary:

TRAVEL / ACCOMODATIONS	\$432.40
OTHER EXP	\$350.00
OUTSIDE SERVICES	\$0.00
TOTAL EXPENSE SUMMARY	\$782.40

USE:	\$14,612
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Pittsfield Municipal Airport
 Security Fence Repairs
 Work Order No.18
 Stanlec Project No. 195210868

Task 3: Environmental Services

TASK	DISCIPLINE	Senior Principal	Principal / Project Manager	Senior Environmental Scientist	Environmental Scientist	Senior Environmental Analyst	Engineering Technician	CADD / Computer Technician	Administrative / Clerical
1.0	Agency Coordination		1	2	8				
2.0	Assess Potential Wetland Impacts and File Notice of Intent		1	12	16			4	2
TOTAL HOURS		0	2	14	24	0	0	4	2
Hourly Rate		\$80.00	\$65.00	\$54.00	\$25.00	\$40.00	\$28.00	\$32.00	\$25.00
Direct Labor Cost		\$0.00	\$130.00	\$756.00	\$600.00	\$0.00	\$0.00	\$128.00	\$50.00

Task 3: Expense Worksheet

<u>Task 2.0</u>				
<u>Trips</u>	<u>Miles</u>	<u>From</u>	<u>\$ per mile</u>	<u>Total</u>
3	120	Northampton	\$0.540	\$194.40
<u>Nights</u>	<u>People</u>	<u>Lodging Per Night</u>		
0	0	\$120.00 \$0.00		
<u>Days</u>	<u>People</u>	<u>Meals</u>		
3	1	\$64.00 \$192.00		
<u>Task 0.0</u>				
<u>Trips</u>	<u>Miles</u>	<u>From</u>	<u>\$ per mile</u>	<u>Total</u>
	460	Scarborough	\$0.540	\$0.00
<u>Nights</u>	<u>People</u>	<u>Lodging Per Night</u>		
		\$120.00 \$0.00		
<u>Days</u>	<u>People</u>	<u>Meals</u>		
		\$64.00 \$0.00		

<u>Other Expenses</u>	
<u>Descrip</u>	<u>Total</u>
Misc. Expenses (Incl. Tolls)	\$50.00
Shipping / Reproduction	\$100.00
MESA Review and NOI Permit Fees	\$800.00

<u>Outside Services:</u>	<u>Total</u>
	\$0.00

<u>Labor Summary:</u>	
TOTAL DIRECT LABOR COST	\$1,664.00
OVERHEAD @ 177.47%	\$2,953.10
FIXED FEE @ 15%	\$692.57
TOTAL LABOR COST	\$5,309.67

<u>Expense Summary:</u>	
TRAVEL / ACCOMODATIONS	\$386.40
OTHER EXP	\$950.00
OUTSIDE SERVICES	\$0.00
TOTAL EXPENSE SUMMARY	\$1,336.40

USE:	\$6,647
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Pittsfield Municipal Airport

Security Fence Repairs

Work Order No.18

Stantec Project No. 195210868

Task 4: General Administration

TASK	DISCIPLINE	Senior Principal	Principal / Project Manager	Senior Environmental Scientist	Senior Airport Planner I	Civil Engineer	Surveyor	CAAD / Computer Technician	Administrative / Clerical
1.0	Prepare Project Scope and Fee		6						
2.0	MassDOT Grant Pre-application and Application		8						
3.0	Process Reimbursement Requests		12						
4.0	Project Administration		8						2
5.0	Project Completion Report		6						
TOTAL HOURS		0	40	0	0	0	0	0	2
Hourly Rate		\$80.00	\$65.00	\$54.00	\$41.00	\$28.00	\$38.00	\$32.00	\$25.00
Direct Labor Cost		\$0.00	\$2,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00

Task 4: Expense Worksheet

<u>Task 0.0</u>				
<u>Trips</u>	<u>Miles</u>	<u>From</u>	<u>\$ per mile</u>	<u>Total</u>
0	460	Scarborough	\$0.540	\$0.00
<u>Nights</u>	<u>People</u>	<u>Lodging Per Night</u>		
1	1	\$120.00		\$0.00
<u>Days</u>	<u>People</u>	<u>Meals</u>		
1	1	\$64.00		\$0.00

<u>Task 0.0</u>				
<u>Trips</u>	<u>Miles</u>	<u>From</u>	<u>\$ per mile</u>	<u>Total</u>
	460	Scarborough	\$0.540	\$0.00
<u>Nights</u>	<u>People</u>	<u>Lodging Per Night</u>		
1	1	\$120.00		\$0.00
<u>Days</u>	<u>People</u>	<u>Meals</u>		
1	1	\$64.00		\$0.00

<u>Other Expenses</u>	
<u>Descrip</u>	<u>Total</u>
Misc. Expenses (incl. Tolls)	\$25.00
Shipping / Reproduction	\$100.00

<u>Outside Services:</u>	<u>Total</u>
	\$0.00

<u>Labor Summary:</u>	
TOTAL DIRECT LABOR COST	\$2,650.00
OVERHEAD @ 177.47%	\$4,702.96
FIXED FEE @ 15%	\$1,102.94
TOTAL LABOR COST	\$8,455.90

<u>Expense Summary:</u>	
TRAVEL / ACCOMODATIONS	\$0.00
OTHER EXP	\$125.00
OUTSIDE SERVICES	\$0.00
TOTAL EXPENSE SUMMARY	\$125.00

USE:	\$8,581
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Pittsfield Municipal Airport

Security Fence Repairs

Work Order No.18

Stanlec Project No. 195210868

Task 5: Bidding and Arrangement for Construction

TASK	DISCIPLINE	Senior Principal	Principal / Project Manager	Senior Airport Planner I	Senior Environmental Scientist	Senior Electrical Engineer	Civil Engineer	CADD / Computer Technician	Administrative / Clerical
1.0	Prepare/Reproduce Bid Documents		1					4	6
2.0	Advertisement for Bids		2						
3.0	Central Register Notice		2						
4.0	Respond to Bidder Questions/Addenda		4				2	2	
5.0	Pre-Bid Meeting		12						8
6.0	Bid Analysis and Award Recommendation						4		
7.0	Bidding Coordination		4						
TOTAL HOURS		0	25	0	0	0	6	6	14
Hourly Rate		\$80.00	\$65.00	\$41.00	\$54.00	\$60.00	\$28.00	\$32.00	\$25.00
Direct Labor Cost		\$0.00	\$1,625.00	\$0.00	\$0.00	\$0.00	\$168.00	\$192.00	\$350.00

Task 5: Expense Worksheet

<u>Task 5.0</u>				
<u>Trips</u>	<u>Miles</u>	<u>From</u>	<u>\$ per mile</u>	<u>Total</u>
1	460	Scarborough	\$0.540	\$248.40
<u>Nights</u>	<u>People</u>	<u>Lodging Per Night</u>		
0	0	\$120.00		\$0.00
<u>Days</u>	<u>People</u>	<u>Meals</u>		
1	1	\$64.00		\$64.00

<u>Other Expenses</u>	
<u>Descrip</u>	<u>Total</u>
Bid Advertisement (Bershire Eagle)	\$950.00
Misc. Expenses (Incl. Tolls)	\$100.00
Shipping / Reproduction	\$600.00

<u>Outside Services:</u>
\$0.00

<u>Labor Summary:</u>	
TOTAL DIRECT LABOR COST	\$2,335.00
OVERHEAD @ 177.47%	\$4,143.92
FIXED FEE @ 15%	\$971.84
TOTAL LABOR COST	\$7,450.76

<u>Expense Summary:</u>	
TRAVEL / ACCOMODATIONS	\$312.40
OTHER EXP	\$1,650.00
OUTSIDE SERVICES	\$0.00
TOTAL EXPENSE SUMMARY	\$1,962.40

USE:	\$9,414
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Pittsfield Municipal Airport
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Task 6: Construction Administration

TASK	DISCIPLINE	Senior Principal	Principal / Project Manager	Senior Environmental Scientist	Electrical Engineer	Senior Electrical Engineer	Civil Engineer	GADD / Computer Technician	Administrative / Clerical
1.0	Pre-Construction Conference		8						
2.0	Construction Correspondence		8						
3.0	Change Orders								
4.0	General Support		4	8					4
5.0	Shop Drawing Review				2		4		8
6.0	Final Inspection		8						
7.0	Record Drawings		1				4		6
TOTAL HOURS		0	29	8	2	0	8	10	8
Hourly Rate		\$80.00	\$65.00	\$54.00	\$43.00	\$60.00	\$28.00	\$32.00	\$25.00
Direct Labor Cost		\$0.00	\$1,885.00	\$432.00	\$86.00	\$0.00	\$224.00	\$320.00	\$200.00

*Assumes 2 week on-site construction period for installation of fence repairs

Task 6: Expense Worksheet

Task 1.0				
<u>Trips</u>	<u>Miles</u>	<u>From</u>	<u>\$ per mile</u>	<u>Total</u>
1	460	Scarborough	\$0.540	\$248.40
	120	Northampton	\$0.540	\$0.00
<u>Nights</u>	<u>People</u>	<u>Lodging Per Night</u>		
0	0	\$120.00 \$0.00		
<u>Days</u>	<u>People</u>	<u>Meals</u>		
1	1	\$64.00 \$64.00		
Task 4.0				
<u>Trips</u>	<u>Miles</u>	<u>From</u>	<u>\$ per mile</u>	<u>Total</u>
1	120	Northampton	\$0.540	\$64.80
	104	Albany	\$0.540	\$0.00
<u>Nights</u>	<u>People</u>	<u>Lodging Per Night</u>		
0	0	\$120.00 \$0.00		
<u>Days</u>	<u>People</u>	<u>Meals</u>		
1	1	\$64.00 \$64.00		

Other Expenses	
<u>Descrip</u>	<u>Total</u>
Misc. Expenses (Incl. Tolls)	\$250.00
Shipping / Reproduction	\$100.00

Outside Services:	
	\$0.00

Labor Summary:	
TOTAL DIRECT LABOR COST	\$3,147.00
OVERHEAD @ 177.47%	\$5,584.98
FIXED FEE @ 15%	\$1,309.80
TOTAL LABOR COST	\$10,041.78

Expense Summary:	
TRAVEL / ACCOMODATIONS	\$441.20
OTHER EXP	\$350.00
OUTSIDE SERVICES	\$0.00
TOTAL EXPENSE SUMMARY	\$791.20

USE: \$10,833

Pittsfield Municipal Airport
 Security Fence Repairs
 Work Order No.18
 Slantec Project No. 195210868

Task 7: Technical Observation of Construction (NIC) *

Task	DISCIPLINE	Senior Principal	Principal / Project Manager	Senior Civil Engineer	Civil Engineer	Surveyor	Senior Electrical Engineer	CADD/Computer Technician	Administrative/Clerical
	City of Pittsfield Airport Personnel to provide on-site inspection of the contractor's work.								
	TOTAL HOURS	0	0	0	0	0	0	0	0
	Hourly Rate	\$80.00	\$65.00	\$53.00	\$28.00	\$38.00	\$60.00	\$32.00	\$25.00
	Direct Labor Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Task 7: Expense Worksheet

Task 1.0				
Trips	Miles	From	\$ per mile	Total
	460	Scarborough	\$0.540	\$0.00
	104	Albany	\$0.540	\$0.00
Nights	People	Lodging Per Night		Total
2			\$120.00	\$0.00
Days	People	Meals		Total
2			\$64.00	\$0.00
Task 2.0				
Trips	Miles	From	\$ per mile	Total
	460	Scarborough	\$0.540	\$0.00
Nights	People	Lodging Per Night		Total
1			\$120.00	\$0.00
Days	People	Meals		Total
1			\$64.00	\$0.00
Task 3.0				
Trips	Miles	From	\$ per mile	Total
	460	Scarborough	\$0.540	\$0.00
Nights	People	Lodging Per Night		Total
1			\$120.00	\$0.00
Days	People	Meals		Total
1			\$64.00	\$0.00
Task 5.0				
Trips	Miles	From	\$ per mile	Total
	460	Scarborough	\$0.540	\$0.00
Nights	People	Lodging Per Night		Total
1			\$120.00	\$0.00
Days	People	Meals		Total
1			\$64.00	\$0.00

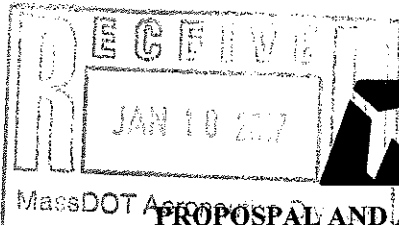
Other Expenses	
Describe	Total
Misc. Expenses (incl. Tolls)	
Shipping / Reproduction	

Outside Services:	
Construction Materials Testing (John Turner Consult.)	

Labor Summary:	
TOTAL DIRECT LABOR COST	\$0.00
OVERHEAD @ 177.47%	\$0.00
FIXED FEE @ 15%	\$0.00
TOTAL LABOR COST	\$0.00

Expense Summary:	
TRAVEL / ACCOMMODATIONS	\$0.00
OTHER EXP	\$0.00
OUTSIDE SERVICES	\$0.00
TOTAL EXPENSE SUMMARY	\$0.00

USE:	\$0.00
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Supp. Agree No. 61

Check all that apply

Differing Site Conditions

Request for Deviation

Contract Scope Change

Design Error/ Omission

PROPOSAL AND AGREEMENT FOR ALTERATIONS TO THE PLANS, SPECIFICATIONS, AND/OR CONTRACTS

Airport: Pittsfield Municipal Airport Project No.: ASMP No. 2016-PSF-14

Project Title: Security Fence Repairs

I. PROPOSAL:

In accordance with the terms and conditions of the contract to the above referenced project and the further conditions attached herewith and made a part hereof, the undersigned proposes and agrees to the following contract change:
Delete Task 6: Construction Administration Services from Work Order No. 18, Security Fence Repairs.

which will add to deduct from the contract price the lump sum of an estimated sum of a sum not to exceed \$10,833. This change adds deducts N/A calendar days to / from the contract time. The Contractor hereby certifies that the information contained herein, including attachments hereto, adequately describes this proposed change, and that any proposed substitution of work is of the same quality as the original design, intent, and that any change in cost has been equitably adjusted. (See attached).

Not Applicable

Contractor -- Company Name _____ Address _____

Authorized Signature _____ Title _____ Date _____

II. RECOMMENDATION OF SPONSOR'S CONSULTING ARCHITECT-ENGINEER

The Consultant hereby certifies that an independent analysis of scope and cost was prepared and used to justify any change in contract scope or cost resulting from this change, and that any proposed deviation from the contract documents does not materially injure the project as a whole, and that this change is in the best interest of the awarding authority. Acceptance of this above proposal is recommended. (See attached).

Sponsor's Consultant: Stantec Consulting Services Inc. Address: 482 Payne Road, Scarborough, ME 04074

Principal: _____ Date: 12/13/16

Authorized Signature: _____ Title: _____

III. ACCEPTANCE OF PROPOSAL BY THE SPONSOR

The Sponsor hereby certifies that appropriated funds are available to cover any increase in cost resulting from this change. The proposal is hereby accepted.

Accepted: _____ Date: 12-14-16

Chairman, Airport Commission

Town Manager

IV. APPROVAL OF MASSDOT AERONAUTICS DIVISION

Approval is granted pursuant to M.G.L. ch. 90, § 51K. Funding is subject to project eligibility limitations and will be reimbursed by MassDOT based on the availability of state funds determined at the end of the project.

Approved: _____ Date: 1/20/2017

Administrator, Aeronautics Division

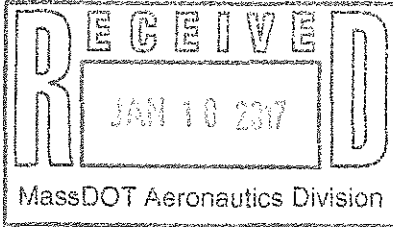
V. APPROVAL OF FAA / AIRPORTS DIVISION

Reimbursement of this change order is subject to project limitations and the availability of funds determined at the end of the project

Approved: _____ Date: _____

Airports Division

Summary of Contract Changes	
Contract Award.....	\$60,604.00
Previous Additions.....	\$0.00
Previous Deductions.....	\$0.00
Previous Net Total.....	\$60,604.00
This Change.....	\$-10,833.00
Total Cost to Date.....	\$49,771.00
Original Completion.....	N/A
<input type="checkbox"/> Add <input type="checkbox"/> Deduct Days	0
Revised Completion.....	N/A



AMENDMENT NO. 1

TO

WORK ORDER NUMBER 18

TO THE

MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

FOR THE FOLLOWING:

SECURITY FENCE REPAIRS

PITTSFIELD MUNICIPAL AIRPORT
Pittsfield, Massachusetts

WHEREAS, the City of Pittsfield, acting through its Airport Commission, hereinafter referred to as the OWNER, and the firm of Stantec Consulting Services Inc., hereinafter referred to as the CONSULTANT, have entered into a master contract on August 1, 2013, for professional aviation consulting and engineering services in connection with improvements to the Pittsfield Municipal Airport to be completed in compliance with the regulations of the Federal Aviation Administration (FAA) and the Massachusetts Department of Transportation Aeronautics Division (MassDOT-AD), of which MassDOT-AD is participating in the funding of this project;

NOW THEREFORE, the CONSULTANT and the OWNER agree on this _____ day of _____, 2016 for the reduction in fees and reimbursements estimated to total **\$10,833.00** for this contract amendment in accordance with the attached revised Scope of Work, and not to be exceeded unless a supplemental agreement is executed by both parties to the work order with approval by the participating agencies named above. The following contract Task will be deleted as follows upon execution of this Amendment:

Task 6: Construction Administration	-\$10,833.00
-------------------------------------	--------------

Resulting in a revised Total Contract Amount of	\$49,771.00
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CITY OF PITTSFIELD

ENGINEER

By: Linda M. Tyer
Name: Linda Tyer

By: James E. McLaughlin
Name: James E. McLaughlin, PE

Title: Mayor

Title: Principal

By: Brian Spencer
Name: Brian Spencer

Stantec Consulting Services Inc.
482 Payne Rd.
Scarborough, ME 04074
Tax ID No. 11-2167170

Title: Acting Airport Manager

By: _____

Name: Christopher Pedersen

Title: Airport Commission Chairman

By: Colleen Hunter-Mullett

Name: Colleen Hunter - Mullett

Title: Chief Procurement Officer

By: _____

Name: Richard Dohoney

Title: City Attorney

Certified as to Form and Legality

By: Allison Bottume

Name: Allison Bottume

Title: City Accountant

THE COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF TRANSPORTATION - AERONAUTICS DIVISION

AMENDMENT NO. 1
WORK ORDER NUMBER 18 APPROVAL

The MassDOT Aeronautics Division, this _____ day of _____ 2016, approves this Amendment No. 1 to Work Order Number 18 between the City of Pittsfield and Stantec Consulting Services Inc. in the reductive amount of Ten Thousand Eight Hundred and Thirty-Three Dollars and Zero Cents (-\$10,833.00) for revised efforts associated with the following:

SECURITY FENCE REPAIRS

at the

Pittsfield Municipal Airport
Pittsfield, Massachusetts

This approval is granted in accordance with Section 51K, Chapter 90, of the General Laws of Massachusetts, as amended, and in no way makes the Massachusetts Aeronautics Commission a party to this contract and in no way interferes with the right of either principal here above, and is not to be considered as a commitment of funding unless so voted by the MassDOT Aeronautics Division.

(Signature)

Jeffrey DeCarlo
Administrator
MassDOT Aeronautics Division

**APPENDIX A
SCOPE OF SERVICES
For
Amendment No.1
to
Work Order No. 18**

SECURITY FENCE REPAIRS

PITTSFIELD MUNICIPAL AIRPORT

The CONSULTANT for its part agrees to delete certain additional engineering services for the AIRPORT that were included in the original Work Order No. 18, and that are more specifically described below. The deleted services are associated with the Construction Administration Phase for the Security Fence Repairs which has not been funded at this time by MassDOT Aeronautics.

ARTICLE 6: CONSTRUCTION ADMINISTRATION

- 1.0 Pre-Construction Conference** – Arrange and attend a pre-construction conference and prepare and distribute minutes of the meeting. Assumed CONSULTANT attendees will include: Project Manager.
- 2.0 Construction Correspondence** – Prepare / handle construction project correspondence over the course of construction.
- 3.0 Change Orders** - Assist the AIRPORT in processing construction change orders which significantly alter original construction project scope. Recommend specification waivers when necessary. Provide justification and cost analysis for all proposed change orders to MassDOT. Advise the AIRPORT as to the Contractor's time of performance and the application of liquidated damages, if necessary. Provide general consultation and advice to the AIRPORT during construction. For the purposes of estimating work efforts, assume one (1) Change Order will be required during the project.
- 4.0 General Support** - Provide general support to the Airport's Inspection personnel regarding construction related activities and contractor RFIs. Assumes approximately 2 hours per week for in-office support; and 2 hours per week for in-office support for CADD discipline. Also includes a 1- day site visit by Senior Environmental Scientist to review erosion control measures and check for compliance with ConCom order of conditions. (Assumed 2-week construction schedule for erection of fencing).
- 5.0 Shop Drawings** - Prepare a list of shop drawings and product data to be furnished by the Contractor. Review shop drawings and product catalog data furnished by the Contractor for compliance with the contract documents.
- 6.0 Final Inspection** – Coordinate and attend a final inspection and prepare a report of the results (punchlist) for distribution to the MassDOT, AIRPORT and Contractor. Assume attendees will include: Project Manager.
- 7.0 Record Drawings** – Prepare and submit As-Built Record Drawings for the project

based on data obtained during construction and from the Contractor. Record Drawings shall be supplied to MassDOT in electronic pdf and AutoCAD format, and the AIRPORT will receive both electronic as well as one paper set of drawings.

Pittsfield Municipal Airport
Pittsfield, Massachusetts

Security Fence Repairs

Work Order No.18

Task 6: Construction Administration	\$10,833
-------------------------------------	-----------------

Total Engineering Services Fee Reduction: \$10,833

Pittsfield Municipal Airport
 Security Fence Repairs
 Work Order No.18
 Stantec Project No. 195210868

Task 6: Construction Administration

TASK	DISCIPLINE	Senior Principal	Principal / Project Manager	Senior Environmental Scientist	Electrical Engineer	Senior Electrical Engineer	Civil Engineer	CADD / Computer Technician	Administrative / Clerical
1.0	Pre-Construction Conference		8						
2.0	Construction Correspondence		8						
3.0	Change Orders								
4.0	General Support		4	8				4	
5.0	Shop Drawing Review				2		4		8
6.0	Final Inspection		8						
7.0	Record Drawings		1				4		6
TOTAL HOURS		0	29	8	2	0	8	10	8
Hourly Rate		\$80.00	\$65.00	\$54.00	\$43.00	\$60.00	\$28.00	\$32.00	\$25.00
Direct Labor Cost		\$0.00	\$1,885.00	\$432.00	\$86.00	\$0.00	\$224.00	\$320.00	\$200.00

*Assumes 2 week on-site construction period for installation of fence repairs

Task 6: Expense Worksheet

<u>Task 1.0</u>				
<u>Trips</u>	<u>Miles</u>	<u>From</u>	<u>\$ per mile</u>	<u>Total</u>
1	460	Scarborough	\$0.540	\$248.40
	120	Northampton	\$0.540	\$0.00
<u>Nights</u>	<u>People</u>	<u>Lodging Per Night</u>		
0	0		\$120.00	\$0.00
<u>Days</u>	<u>People</u>	<u>Meals</u>		
1	1		\$64.00	\$64.00
<u>Task 4.0</u>				
<u>Trips</u>	<u>Miles</u>	<u>From</u>	<u>\$ per mile</u>	<u>Total</u>
1	120	Northampton	\$0.540	\$64.80
	104	Albany	\$0.540	\$0.00
<u>Nights</u>	<u>People</u>	<u>Lodging Per Night</u>		
0	0		\$120.00	\$0.00
<u>Days</u>	<u>People</u>	<u>Meals</u>		
1	1		\$64.00	\$64.00

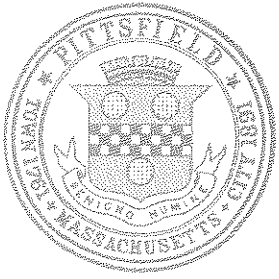
<u>Other Expenses</u>	
<u>Descrip</u>	<u>Total</u>
Misc. Expenses (Incl. Tolls)	\$250.00
Shipping / Reproduction	\$100.00

<u>Outside Services:</u>	
<u>Descrip</u>	<u>Total</u>
	\$0.00

<u>Labor Summary:</u>	
TOTAL DIRECT LABOR COST	\$3,147.00
OVERHEAD @ 177.47%	\$5,584.98
FIXED FEE @ 15%	\$1,309.80
TOTAL LABOR COST	\$10,041.78

<u>Expense Summary:</u>	
TRAVEL / ACCOMODATIONS	\$441.20
OTHER EXP	\$350.00
OUTSIDE SERVICES	\$0.00
TOTAL EXPENSE SUMMARY	\$791.20

USE REDUCTION OF : \$10,833



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

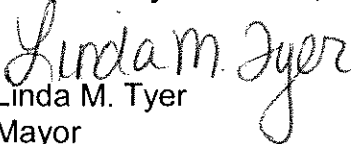
March 9, 2017

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

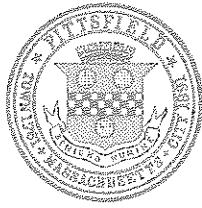
Dear Councilors,

Submitted herewith for your consideration an Order authorizing the City of Pittsfield to accept the second half of the Safe and Successful Youth Initiative (SSYI) Grant in the amount of \$350,000.00 for Program Staff from Berkshire Children and Families Inc. (New Lead Agency), the Brien Center and Berkshire Works to support and advocate for high risk males between the ages of 17 and 24 years. The award is funded through the Executive Office of Health and Human Services.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB
Enclosure



**CITY OF PITTSFIELD
POLICE DEPARTMENT**

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

OFFICE OF THE CHIEF OF POLICE

(413) 448-9717

PROFESSIONALISM • ETHICS • INTEGRITY • SENSITIVITY • ACCOUNTABILITY

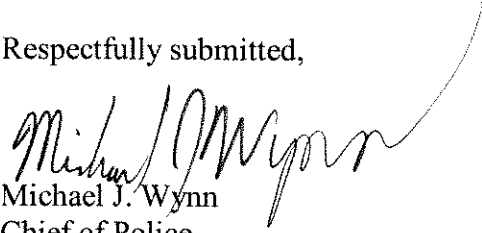
March 3, 2017

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

Dear Mayor Tyer,

Submitted for your consideration is an authorization requesting that the City of Pittsfield accept the second half of the Safe and Successful Youth Initiative (SSYI) Grant in the amount of \$350,000.00 for Program Staff from Berkshire Children and Families Inc. (New Lead Agency), Brien Center and Berkshire Works to support and advocate for high risk males between the ages of 17 and 24 years. The award is funded through the Executive Office of Health & Human Services.

Respectfully submitted,


Michael J. Wynn
Chief of Police

c: Matthew Kerwood/Treasurer

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 FY17 SAFE AND SUCCESSFUL YOUTH INITIATIVE (SSYI) GRANT THE AMOUNT OF \$350,000.00 FROM THE EXECUTIVE OFFICE OF HEALTH & HUMAN SERVICES

Ordered:

That the City of Pittsfield, acting through its Mayor and City Council, and pursuant to M.G.L. Chapter 44, Section 53A, is hereby authorized to accept the second half of the Safe and Successful Youth Initiative (SSYI) Grant in the amount of \$350,000.00 from the Executive Office of Health & Human Services to the Pittsfield Police Department.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: City of Pittsfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Exec. Office of Health & Human Services MMARS Department Code: EHS	
Legal Address: (W-9, W-4,T&C): 70 Allen St., Pittsfield, MA, 01201		Business Mailing Address: One Ashburton Place, Boston, MA, 02108	
Contract Manager: Michael J. Wynn		Billing Address (if different): 600 Washington St., 7 th Fl., Boston, MA, 02116	
E-Mail: mwynn@pittsfieldpd.org		Contract Manager: Robyn Kennedy	
Phone: 413-448-9717	Fax: 413-395-0131	E-Mail: Robyn.Kennedy@state.ma.us	
Contractor Vendor Code: VC6000192128		Phone: 617-573-1666	Fax: 617-573-1890
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EHS 16EHS570SSYPITTSFCB	
		RFR/Procurement or Other ID Number: BD-16-1039-EHS01-EHS01-0000004859	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ___ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) ___ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ___ <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) ___ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		___ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment ____ 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ___ <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) ___ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ___ <u>Contract Employee</u> (Attach any updates to scope or budget) ___ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ___ <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$700,000.00.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (<u>G.L.c. 29, § 23A</u>); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This Grant Agreement, providing funding under the Safe and Successful Youth Initiative (SSYI), sets forth the terms and conditions under which the Grantee shall implement a coordinated intervention strategy focused on "proven-risk" young men who are identified by the Grantee as the individuals most likely to be perpetrators or victims of shooting or stabbing violence.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 2. may be incurred as of ____ 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 3. were incurred as of ____ 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2017</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>881 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Michael J. Wynn</u> Date: <u>2/1/2015</u> (Signature and Date Must Be Handwritten At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Alda Rego</u> Date: <u>12-29-15</u> (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Michael J. Wynn</u> Print Title: <u>Chief of Police</u>		Print Name: <u>Alda Rego</u> Print Title: <u>Assistant Secretary for Administration and Finance</u>	

SSYI

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS IN THE AMOUNT OF \$350,000.00 FROM THE MASSACHUSETTS EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

Ordered:

That the City of Pittsfield, by and through its Mayor and City Council, is hereby authorized to accept a grant of funds in the amount of Three Hundred Fifty Thousand (\$350,000.00) Dollars from the Massachusetts Executive Office of Health and Human Services for the Safe and Successful Youth Initiative (SSYI) and that said funds may be expended pursuant to Massachusetts General Laws, Chapter 44, Section 53A, and in accordance with the provisions of the grant, a copy of which is attached to this Order.

Said grant is seventy-five percent (75%) of the approved expenditures of \$467,000.00 and requires a twenty-five percent (25%) match of \$117,000.00 from the City. Therefore, the breakdown of funds is as follows:

State Share: \$350,000.00
City Share: \$117,000.00

Ordered further: Funds necessary to meet the City's share of the award shall come from various donations and other grants as well as in-kind services.

IN CITY COUNCIL
January 12, 2016
Read and adopted - 11 Yeas 0 Nays
/s/ Peter M. Marchetti, City Council President
/s/ Jody L. Phillips, City Clerk

MAYOR'S OFFICE
Approved: January 13, 2016
/s/ Linda M. Tyer, Mayor

A true copy Attest:



Jody L. Phillips, City Clerk

Margaret Gregory - Bilotta

From: Michael Wynn
Sent: Tuesday, December 8, 2015 3:46 PM
To: Margaret Gregory - Bilotta
Cc: Dan Bianchi; Julia Sabourin; skmurray333@gmail.com
Subject: Fwd: Safe and Successful Youth Initiative Contract for Signature
Attachments: Safe and Successful Youth Initiative FINAL - Pittsfield.pdf; ATT00001.htm

Michael J. Wynn
Chief of Police
Pittsfield Police Department

Sent from my iPhone

Begin forwarded message:

From: "Boyd, Carl (EHS)" <Carl.Boyd@MassMail.State.MA.US>
Date: December 8, 2015 at 15:42:40 EST
To: "Wynn, Michael" <mwynn@pittsfieldpd.org>
Cc: "Morrison, Melissa (EHS)" <melissa.morrison@state.ma.us>
Subject: Safe and Successful Youth Initiative Contract for Signature

Dear Mr. Wynn:

Attached is Grant Agreement between EOHHS and the City of Pittsfield to operate a Safe and Successful Youth Initiative program in your community.

Please note that the amount of the Grant Agreement reflects two state fiscal years, FY 2016 and FY 2017. Your approved FY 2016 budget is \$350,000. Your Grant Agreement may be amended in or prior to FY 2017 to reflect legislative appropriations, your performance as determined by EOHHS, or any other applicable considerations, including program modifications and new initiatives as specified in Section 5.7 of the Grant Agreement.

Please sign and date this Grant Agreement, and return two originals to Melissa Morrison at:

Melissa Morrison
EOHHS, Procurement Unit
One Ashburton Place, 11th floor
Boston, MA 20108

Once both parties have signed this Grant Agreement, an original will be mailed to you.

Thank you,

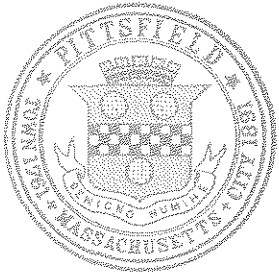
Carl Boyd
Sr. Contracts Specialist

Executive Office Of Health and Human Services
600 Washington St., 7th Floor
Boston, MA 02111
617-210-5045
Carl.boyd@state.ma.us

Michael Wynn
Chief Of Police

Pittsfield Police Department
39 Allen Street
Pittsfield, MA 01201
413.448.9700 x330
mwynn@pittsfieldpd.org

This electronic message and any attached files contain information from the City of Pittsfield Police Department that may be privileged and/or confidential. The information is intended only for the recipient named above, and use by any other person is not authorized. If you are not the intended recipient, any disclosure, distribution, copying or use of this information is strictly prohibited. If you have received this message in error, please call 413-344-3765 or notify the sender by e-mail immediately. Also, please be advised that the Secretary of State's office has determined that most emails sent to and from municipal offices and officials are considered to be public records and consequently may be subject to public disclosure.



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

70 Allen Street, Pittsfield, MA 01201

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

Linda M. Tyer
Mayor

March 9, 2017

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

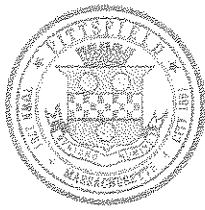
Dear Councilors,

Submitted herewith for your consideration an Order authorizing the City of Pittsfield to adopt certain provisions of Massachusetts General Law Chapter 40. Provisions in the recently enacted Modernization Act changed the manner in which revenues from parking meters are accounted for. Under the Act, receipts are now treated as general fund revenue unless action is taken by the city to reserve the receipts in a special revenue account. It is the intent of the parking meter program to have the collected funds reserved to support parking related expenses. In order to fulfill this intent, these provisions of Massachusetts General Law must be adopted.

Respectfully submitted,

Linda M. Tyer
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

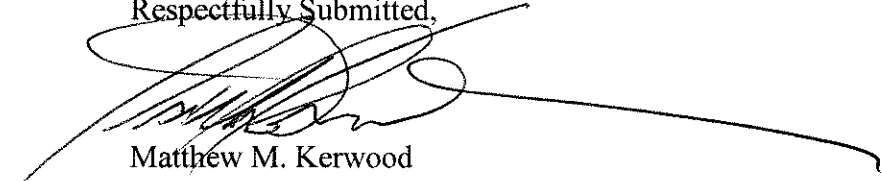
March 7, 2017

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

Dear Mayor Tyer:

Submitted for your consideration, is an order requesting that the City adopt certain provisions of Massachusetts General Law Chapter 40. As we have discussed, provisions in the recently enacted Modernization Act changed the manner in which revenues from parking meters are accounted for. Under the Act, receipts are now treated as general fund revenue unless action is taken by the city to reserve the receipts in a special revenue account. It is my understanding that when the City Council approved the installation of the parking meters their intent was to have the funds collected reserved to support parking related expenses. Therefore, in order to fulfill the intent of the program these provisions of Massachusetts General Law must be adopted by the City Council.

Respectfully Submitted,



Matthew M. Kerwood
Director of Finance & Administration/Treasurer

cc: Nicole Boucher, Assistant Treasurer
Allie Bottume, City Accountant

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

ACCEPTING CERTAIN PROVISIONS OF MASSACHUSETTS GENERAL LAW CHAPTER 40

Ordered:

That the City of Pittsfield accepts the following provisions of Sections 22A, 22C of Massachusetts General Law Chapter 40

Section 22A: The agreement for the acquisition or installation of parking meters may provide that payments thereunder shall be made over a period not exceeding 5 years without appropriation, from fees received for the use of such parking meters not withstanding sections 53 of Chapter 44.

Section 22C: The city or town may use any receipts from those parking meters and other devices for the purpose of purchase or lease of additional parking lots, the care and maintenance of the parking lots, the purchase or lease of a commuter shuttle or commuter shuttle services between the parking lots and available public transportation, the care and maintenance of public transportation station accessibility improvements and in general for traffic control or traffic safety purposes, including payment for public liability coverage in connection with the purchase, lease and use of the municipally owned or leased parking lots and commuter shuttles or commuter shuttle services or any of the purposes and uses listed in section 22A.

Further Ordered:

That the City of Pittsfield accepts the provisions of Massachusetts General Law Chapter 40 Section 22B in its entirety

Further Ordered:

That any revenue received on or after November 7, 2016 be credited to the receipts reserved fund established as the result of the acceptance of the provisions above.

Part I ADMINISTRATION OF THE GOVERNMENT

Title VII CITIES, TOWNS AND DISTRICTS

Chapter 40 POWERS AND DUTIES OF CITIES AND TOWNS

Section 22A PARKING METERS; FEES; EXEMPTION FROM FEES FOR DISABLED VETERANS AND HANDICAPPED PERSONS; BICYCLE LOCKING DEVICES; MOTORCYCLE PARKING; RESTRICTED PARKING AREAS FOR VETERANS AND HANDICAPPED PERSONS

[First paragraph effective until November 7, 2016. For text effective November 7, 2016, see below.]

Section 22A. Any city or town, for the purpose of enforcing its ordinances, by-laws and orders, rules and regulations relating to the parking of vehicles on ways within its control and subject to the provisions of section two of chapter eighty-five, may appropriate money for the acquisition, installation, maintenance and operation of parking meters, or by vote of the city council or of the town may authorize a board or officer to enter into agreement for such acquisition, installation or maintenance of parking meters; provided, that the city of Boston, for the purpose of enforcing the rules and regulations adopted by its traffic and

parking commission, or promulgated by its commissioner of traffic and parking, under chapter two hundred and sixty-three of the acts of nineteen hundred and twenty-nine, may appropriate money for the acquisition, installation, maintenance and operation of parking meters, or, by vote of the city council of said city, subject to the provisions of its charter, may authorize the traffic and parking commission of said city to enter into agreements for the acquisition, installation or maintenance of parking meters. An agreement for the acquisition or installation of parking meters may provide that payments thereunder shall be made over a period not exceeding five years without appropriation, from fees received for the use of such parking meters notwithstanding the provisions of section fifty-three of chapter forty-four. Such fees shall be established and charged at such rates that the revenue therefrom shall not exceed in the aggregate the necessary expenses incurred by such city or town for the acquisition, installation, maintenance and operation of parking meters and the regulation of parking and other traffic activities incident thereto. No fee shall be exacted and no penalty shall be imposed for the parking of any vehicle owned and driven by a disabled veteran or by a handicapped person and bearing the distinctive number plates authorized by section two of chapter ninety, or for any vehicle transporting a handicapped person and displaying the special parking identification plate authorized by said section two of said chapter ninety or for any vehicle bearing the official identification of a handicapped person issued by any other state or any Canadian Province. Any city or

town may, in accordance with the provisions of this section, acquire and operate coin-operated locking devices for bicycle parking. A city or town may, in accordance with the provisions of this section, authorize the parking of more than one motorcycle in a single parking space and may impose a penalty for the full amount of a violation of an ordinance, by-law, order, rule or regulation related to the parking of vehicles on ways within its control and subject to section 2 of chapter 85 for each motorcycle so parked in violation of any such ordinance, by-law, order, rule or regulation. No motorcycle shall be parked in such a manner so as to inhibit the means of egress of another motorcycle currently parked in the same parking space.

[First paragraph as amended by 2016, 218, Secs. 25 and 26 effective November 7, 2016. For text effective until November 7, 2016, see above.]

Any city or town, for the purpose of enforcing its ordinances, by-laws and orders, rules and regulations relating to the parking of vehicles on ways within its control and subject to the provisions of section two of chapter eighty-five, may appropriate money for the acquisition, installation, maintenance and operation of parking meters, or by vote of the city council or of the town may authorize a board or officer to enter into agreement for such acquisition, installation or maintenance of parking meters; provided, that the city of Boston, for the purpose of enforcing the rules and regulations adopted by its traffic and parking commission, or promulgated by its commissioner of traffic and parking, under

chapter two hundred and sixty-three of the acts of nineteen hundred and twenty-nine, may appropriate money for the acquisition, installation, maintenance and operation of parking meters, or, by vote of the city council of said city, subject to the provisions of its charter, may authorize the traffic and parking commission of said city to enter into agreements for the acquisition, installation or maintenance of parking meters. In any city or town that accepts this sentence, the agreement for the acquisition or installation of parking meters may provide that payments thereunder shall be made over a period not exceeding 5 years without appropriation, from fees received for the use of such parking meters notwithstanding section 53 of chapter 44. Such fees shall be established and charged at rates determined by the city or town. Rates may be set for the purpose of managing the parking supply. The revenue therefrom may be used for acquisition, installation, maintenance and operation of parking meters and other parking payment and enforcement technology, the regulation of parking, salaries of parking management personnel, improvements to the public realm, and transportation improvements, including, but not limited to, the operations of mass transit and facilities for biking and walking. No fee shall be exacted and no penalty shall be imposed for the parking of any vehicle owned and driven by a disabled veteran or by a handicapped person and bearing the distinctive number plates authorized by section two of chapter ninety, or for any vehicle transporting a handicapped person and displaying the special

parking identification plate authorized by said section two of said chapter ninety or for any vehicle bearing the official identification of a handicapped person issued by any other state or any Canadian Province. Any city or town may, in accordance with the provisions of this section, acquire and operate coin-operated locking devices for bicycle parking. A city or town may, in accordance with the provisions of this section, authorize the parking of more than one motorcycle in a single parking space and may impose a penalty for the full amount of a violation of an ordinance, by-law, order, rule or regulation related to the parking of vehicles on ways within its control and subject to section 2 of chapter 85 for each motorcycle so parked in violation of any such ordinance, by-law, order, rule or regulation. No motorcycle shall be parked in such a manner so as to inhibit the means of egress of another motorcycle currently parked in the same parking space.

Any city or town acting under this section shall further regulate the parking of vehicles on ways within its said control by restricting certain areas thereon for the parking of any vehicle owned and driven by a disabled veteran or handicapped person whose vehicle bears the distinctive number plates authorized by section two of chapter ninety or for any vehicle transporting a handicapped person and displaying the special parking identification plate authorized by said section two of said chapter ninety, or for any vehicle bearing the official identification of a handicapped person issued by any other state, or any Canadian Province, or by prohibiting the parking or standing of any vehicles

in such a manner as to obstruct any curb ramp designed for use by handicapped persons. Parking spaces designated as restricted under this paragraph shall be identified by the use of above-grade signs with white lettering against a blue background and shall bear the words "Handicapped Parking: Special Plate Required.

Unauthorized Vehicles May be Removed at Owner's Expense".

The spaces shall be as near as possible to a building entrance or walkway, shall be adjacent to curb ramps or other unobstructed methods permitting sidewalk access to a handicapped person and shall be at least 8 feet wide, not including the cross hatch access aisle as defined by the architectural access board established in section 13A of chapter 22. If parking spaces designated as restricted under this paragraph are made temporarily unavailable due to a construction project or other planned event, the city or town shall ensure that the nearest available nonreserved parking space, if any, shall be temporarily designated as restricted under this paragraph. The cost of acquisition, installation and maintenance and operation of any signs or other regulatory devices used to designate such restricted areas shall be considered as a necessary expense for the regulation of parking and shall be paid from appropriations authorized by this section. Any such ordinance, by-law, order, rule or regulation promulgated pursuant to this paragraph shall contain a penalty of not less than \$100 nor more than \$300 and shall provide for the removal of a vehicle in accordance with section 22D. This penalty shall not be a surchargeable offense under section 113B of chapter 175.

Part I ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 40** POWERS AND DUTIES OF CITIES AND TOWNS**Section 22B** ACQUISITION AND MAINTENANCE OF OFF-STREET PARKING AREAS; CONDITIONS; EXCEPTIONS

[Text of section effective until November 7, 2016. For text effective November 7, 2016, see below.]

Section 22B. Any city or town having installed parking meters or coin-operated locking devices for bicycle parking may acquire off-street parking areas and facilities by purchase, gift, eminent domain under chapter seventy-nine or chapter eighty A, by lease not to exceed five years, or otherwise, and may pay for such acquisition or lease, including the cost of policing, constructing or reconstructing, surfacing, operating and maintaining such areas and facilities, and including any debt together with interest thereon incurred for such acquisition, in whole or in part and pay for the removal of architectural barriers in public facilities in accordance with the provisions of section thirteen A of chapter twenty-two, from any receipts from said parking meters or such

devices and may in each year transfer or pay into its general funds from said receipts a sum or sums in lieu of taxes for the year in question upon the average assessed valuation of said areas and facilities for the three years immediately prior to the date of said acquisition, determined by multiplying each one thousand dollars of such average valuation or fraction thereof by the tax rate set for said city or town for that year; provided, that the off-street parking areas and facilities are located not more than six hundred feet from a building in which the principal activity is business, commercial, manufacturing or industrial in character, and which building is in a business, commercial, manufacturing or industrial zone, but is not more than six hundred feet from the nearest parking meter of any group of not less than thirty parking meters approved by the department of highways, or are located not more than six hundred feet from a public beach area.

Chapter 40: Section 22B. Acquisition and maintenance of off-street parking areas and facilities; conditions; exceptions

[Text of section as amended by 2016, 218, Sec. 28 effective November 7, 2016. For text effective until November 7, 2016, see above.]

Section 22B. In a city or town that accepts this section and installs parking meters or coin-operated locking devices for bicycle parking, the city or town may acquire off-street parking areas and facilities by purchase, gift, eminent domain under chapter seventy-nine or chapter eighty A, by lease not to exceed

five years, or otherwise, and may pay for such acquisition or lease, including the cost of policing, constructing or reconstructing, surfacing, operating and maintaining such areas and facilities, and including any debt together with interest thereon incurred for such acquisition, in whole or in part and pay for the removal of architectural barriers in public facilities in accordance with the provisions of section thirteen A of chapter twenty-two, from any receipts from said parking meters or such devices and may in each year transfer or pay into its general funds from said receipts a sum or sums in lieu of taxes for the year in question upon the average assessed valuation of said areas and facilities for the three years immediately prior to the date of said acquisition, determined by multiplying each one thousand dollars of such average valuation or fraction thereof by the tax rate set for said city or town for that year; provided, that the off-street parking areas and facilities are located not more than six hundred feet from a building in which the principal activity is business, commercial, manufacturing or industrial in character, and which building is in a business, commercial, manufacturing or industrial zone, but is not more than six hundred feet from the nearest parking meter of any group of not less than thirty parking meters approved by the department of highways, or are located not more than six hundred feet from a public beach area.

Part I ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 40** POWERS AND DUTIES OF CITIES AND TOWNS**Section 22C** OFF-STREET PARKING LOTS; INSTALLATION OF PARKING METERS AND OTHER DEVICES; USE OF RECEIPTS

[Text of section effective until November 7, 2016. For text effective November 7, 2016, see below.]

Section 22C. Any city or town, having installed parking meters or coin-operated locking devices for bicycle parking under section 22A, may install parking meters in municipally owned or leased off-street parking lots and other devices for controlling the off-street parking lots. Those cities and towns may use any receipts from those parking meters and other devices for the purpose of purchase or lease of additional parking lots, the care and maintenance of the parking lots, the purchase or lease of a commuter shuttle or commuter shuttle services between the parking lots and available public transportation, the care and maintenance of public transportation station accessibility improvements and in general for traffic control or traffic safety

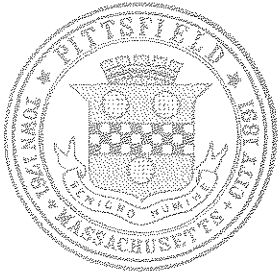
purposes, including payment for public liability coverage in connection with the purchase, lease and use of the municipally owned or leased parking lots and commuter shuttles or commuter shuttle services.

Chapter 40: Section 22C. Off-street parking lots; installation of parking meters and other devices; use of receipts

[Text of section as amended by 2016, 218, Secs. 29 and 30 effective November 7, 2016. For text effective until November 7, 2016, see above.]

Section 22C. Any city or town, having installed parking meters or coin-operated locking devices for bicycle parking under section 22A, may install parking meters in municipally owned or leased off-street parking lots and other devices for controlling the off-street parking lots. In a city or town that accepts this sentence, the city or town may use any receipts from those parking meters and other devices for the purpose of purchase or lease of additional parking lots, the care and maintenance of the parking lots, the purchase or lease of a commuter shuttle or commuter shuttle services between the parking lots and available public transportation, the care and maintenance of public transportation station accessibility improvements and in general for traffic control or traffic safety purposes, including payment for public liability coverage in connection with the purchase, lease and use

of the municipally owned or leased parking lots and commuter shuttles or commuter shuttle services or any of the purposes and uses listed in section 22A.



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

Linda M. Tyer
Mayor

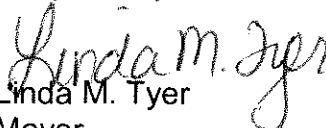
March 9, 2017

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

Dear Councilors,

Submitted herewith for your consideration an Order authorizing the City of Pittsfield to grant a conveyance of an easement on 90 Valentine Road, Pittsfield MA to Western Massachusetts Electric Company.

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 VALENTINE ROAD TO WESTERN MASSACHUSETTS ELECTRIC COMPANY

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 90 Valentine Road Pittsfield MA to Western Massachusetts Electric Company dba 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. E6153
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, its 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 **easterly** side of **Valentine Road** on property known as **90 Valentine Road**, in the City of **Pittsfield**, County of **Berkshire**, Commonwealth of Massachusetts, and more particularly shown the plan attached entitled "**Map Showing Easement Area to be Granted to Western Massachusetts Electric Company dba Eversource Energy Across the Property of The City of Pittsfield Valentine Road, Pittsfield, MA Taconic High School Easement Plan File No. E6153 Date Drawn 1-7-2017 Scale 1"=30' Rev. A Issued for Agreement with City 1/31/2017**" 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.

90 Valentine Road, Pittsfield, Berkshire County, Massachusetts

File No. E6153
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. E6153
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 _____

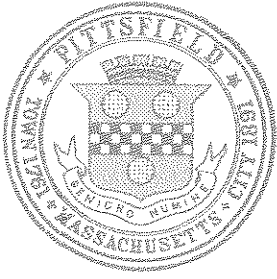
S.S. _____

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

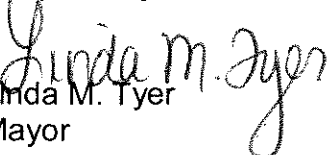
March 22, 2017

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 Chapter 16, Personnel, Section 16-12(a), Definition and adoption of compensation plan to upgrade the position of Personnel Technician to a Grade 12.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB

Enclosure



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

March 15, 2017

TO: Mayor Linda M. Tyer
FROM: Michael Taylor, Director of Personnel
RE: Upgrade Request

Mayor:

Enclosed, please find documents relevant to the upgrade request for the Personnel Technician position, originally approved through Personnel Review Board on August 5, 2015, for presentation to the City Council.

Thank you,

Michael

A handwritten signature in black ink, appearing to be "MT", enclosed in a circular scribble.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

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

AMENDING THE CODE OF THE CITY OF PITTSFIELD, CHAPTER 16 - PERSONNEL

SECTION I:

That the Code of the City of Pittsfield, Chapter 16, Personnel, Section 16-12(a): Definition and adoption of compensation plan, be amended by deleting the following:

Personnel Technician - Grade 10

And replacing it with the following:

Personnel Technician - Grade 12

And add the following corresponding pay scale:

STEP	HOURLY RATE	ANNUAL SALARY
1	\$20.93	\$38,099.10
2	\$21.56	\$39,241.80
3	\$22.21	\$40,418.30
4	\$22.87	\$41,630.55
5	\$23.45	\$42,671.20
6	\$24.03	\$43,738.18
7	\$24.51	\$44,616.98

SECTION II:

This ordinance shall take effect upon enactment.

PERSONNEL REVIEW BOARD – Request for Position Change

Date: 03/02/2017

1. *Department:* Personnel
2. *Position Title:* Personnel Technician
3. *General statement of duties and responsibilities for the current position.*

See attached job description

4. *Proposed Title:* No Change
5. *General statement of duties and responsibilities for the proposed position.*

Position is to include several of the responsibilities of the Personnel Specialist, as this position will be eliminated. The Personnel Director will also absorb some of those responsibilities. Additional duties for the Technician are highlighted in updated job description. However, due to the nature of the department and positions, incumbent will be responsible to complete tasks and projects as needed and/or delegated by Personnel Director.

6. *Current Salary per yr:* Grade 10: \$30,479 - \$35,693
7. *Proposed Salary per yr:* Grade 12 (new): \$38,098 - \$44,617
8. *Hrs to be worked per wk:* 35
9. *Work Schedule:* Monday – Friday 8:30 – 4:00

10. *Explain the purpose for the upgrade.*

The purpose of the upgrade is to appropriately compensate the Technician position to reflect all the added duties that were once performed by the Specialist position. The Specialist position will not be filled and aid in personnel cost savings for the City of Pittsfield. The salary table was developed utilizing current language within City Code, Chapter 16, to which an employee is entitled to a 25% compensation adjustment when assuming additional responsibilities. Additionally, data obtained from other communities throughout western Massachusetts on similar positions and department structures were obtained, which are attached. Lastly, the position is exempt and ineligible for over-time pay. However, the position will often be required to work above and beyond a normal 35 hour work week.

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

There is funding in the current budget to off-set the difference. The funding will be budgeted for the FY18 budget. The approximate additional cost to the FY18 personnel budget will be approximately \$2,400.

12. Have you obtained the Mayor's approval for this upgrade? **Yes.**

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

Exempt: X Management _____

Union _____ Name of union _____

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

Exempt: X Management _____

Union _____ Name of union _____

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

Not Applicable

Please submit the following information with this request:

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

Submitted By: 

Title: Director of Personnel

Mayor: Linda M. Jyer

THIS REQUEST, WITH SUPPORTING INFORMATION ATTACHED, MUST BE FORWARDED TO THE PERSONNEL DEPARTMENT WITHIN SEVEN (7) DAYS OF DATE OF PERSONNEL REVIEW BOARD MEETING

cc: Mayor
Personnel

POSITION DESCRIPTION, Form 30, Commonwealth of Massachusetts

1. POSITION DESCRIPTION Personnel Technician	CITY OR TOWN OR AGENCY PITTSFIELD
--	---

2. APPROPRIATION OR AGENCY CODE	POSITION NO.	REQUISITION NO	SALARY: Grade 12/Exempt	DATE PREPARED: 02/05/2017
---------------------------------	--------------	----------------	-----------------------------------	-------------------------------------

3. GENERAL STATEMENT OF DUTIES AND RESPONSIBILITIES
The Personnel Technician performs responsible, complex, and confidential work requiring a high degree of expertise and experience with the policies and practices of the department and City, and regulations governing their functions. The Technician will consistently be interacting with employees of the City, elected officials, community agencies, and Pittsfield constituents. The Personnel Technician reports directly to the Director of Personnel, and works side by side to ensure compliance, consistency, and fairness throughout City employment and procedures.

4. SUPERVISION RECEIVED (NAME AND TITLE OF PERSON FROM WHOM INCUMBENT RECEIVES DIRECTION)
Director of Personnel

5. SUPERVISION EXERCISED (names and titles of persons supervised by incumbent)
May occasionally be required to supervise interns or senior-tax work off program participants.

6. DUTIES AND RESPONSIBILITIES (THE FOLLOWING EXAMPLES ARE INTENDED ONLY AS AN ILLUSTRATION OF THE VARIOUS KINDS OF WORK PERFORMED IN THIS CLASS)

Civil Service:

- Maintains civil service records for all civil service employees of the City (i.e. original appointments, promotions, lay-offs, transfers, demotions, suspensions, terminations, and retirements).
- Prepares the annual civil service report and related reports.
- Processes all civil service requisitions for vacancies for Police & Fire, and prepares and processes all related civil service paperwork.
- Processes labor service registration applications and screens applicants according to license and experience requirements and places qualified individuals on the appropriate labor list. Prepares and sends employment notification notices to applicants.
- Coordinates with the Massachusetts Human Resources Division to ensure that all civil service procedures are followed and all civil service paperwork is completed and filed appropriately.
- Prepares public service announcements for upcoming civil service examinations and provides civil service exam information to interested individuals

Personnel Review Board:

- Organizes all meetings of the Personnel Review Board and prepares all agendas and reports
- Assists Department Heads or their designees with completing the required paperwork for the Personnel Review Board
- Submits reports and related documentation to the Mayor and City Council

Other/General:

- Assists the Personnel Director with all workers compensation claims and injured on duty claims for police and fire departments. This may include follow up with medical providers, scheduling appointments, obtaining medical documentation and reviewing charges and processing payments. May work with department heads to return employees back to work on full or modified duty.
- Prepares, posts, and circulates job postings; maintains online Applicant Tracking System. Serves as primary contact regarding system, conducts training for hiring managers as-needed. Establishes relationships with local agencies for job postings disbursements.
- Maintains personnel files, records, job descriptions, etc. for all municipal employees of the City of Pittsfield.
- Schedules pre-employment physicals/drug screenings, and processes paperwork with new employees.
- Assists with coordination of senior tax work-off program.
- Schedules appointments for DOT drug and alcohol testing and organizes and maintains the random DOT drug and alcohol list.
- Schedules fitness for duty and workplace injury evaluations, as well as physicals for license renewals for bus operators.
- Assists city employees and members of the general public on telephone and in-person.
- Assists the Director in conducting and/or coordinating staff and management training.
- Attends relative training to position on a quarterly or as-needed basis
- Assists in creating and updating new and current City policies; updates/modernizes personnel forms including Employee Orientation Handbook, annually.
- Processes city-wide accrued time conversions; assists departments with proper and timely process of exiting employees. Works with other departments on a monthly basis to see that employee accruals are updated and accurate.
- Processes all department bills including workers compensation and injured on duty bills.
- Utilization of MUNIS, specifically HR/employee maintenance module.
- May attend Collective Bargaining negotiations and meetings, as well as other meetings as needed.
- Assists Personnel Director with other assigned duties as needed.

7. QUALIFICATIONS AND ENTRANCE REQUIREMENTS

(INCLUDE REQUIRED KNOWLEDGE, ABILITIES, SKILL. ALSO SPECIFY ENTRANCE REQUIREMENTS SUCH AS EXPERIENCE AND/OR EDUCATION)

Education & Experience:

- **Associates Degree in HR, Business or related field; Preference will be given to candidates with a bachelor's degree in a related field.**
- **Three to five years' experience in similar or related position; or an equivalent combination of education and experience.**
- **Preference to individuals with training tailored to HR, i.e. SHRM certification.**

Knowledge/Skills/Abilities:

- **Thorough knowledge of modern office practices and procedures, business English, spelling and commercial arithmetic, forms and equipment**
- **Ability to become increasingly familiar with policies and practices of the department and regulations governing its functions; knowledge on applicable local, state, and federal laws pertaining to employment and HR generally.**
- **Must possess excellent telephone and interpersonal skills and be able to interact with the general public and fellow employees in an effective, efficient and courteous manner**
- **Ability to work confidentially and autonomously in an efficient and productive manner; Honesty, reliability, discretion, and good judgment essential**
- **Ability to be well-organized and highly motivated and perform responsible and complex administrative tasks with continued interruption**
- **Ability to work in high pressure situations, as necessary**
- **Proficiency in Microsoft Office, including Word, Excel, and Outlook.**
- **Experience utilizing Human Resource Information Systems and/or Applicant Tracking Systems; experience with MUNIS preferred.**

REMARKS:

Physical Requirements/Work Location:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

City Hall – Office of Personnel

This is an office-based job in a dynamic municipal building. While performing the duties of the Personnel Technician, the incumbent is required to: interact and communicate frequently with the public, government officials, other staff members and boards, and/or third parties transacting business with the City; operate standard office equipment including computers and keyboards, at efficient speed; and move throughout the municipal office. Lifts/moves objects weighing up to 10 pounds.

SIGNATURE OF:

Appointing Authority: _____

Prepared by: _____

Michael Taylor

Western Massachusetts – HR/Personnel Community Comparisons | 2017

The information reported below indicates the salaries associated with similar positions to the Personnel Technician in other western MA communities. Many of these departments are also structured similarly to the Pittsfield Personnel Department.

Springfield (gateway):

Personnel Analyst: \$52,988.24 to \$68,910.60.

W. Springfield:

Assistant Personnel Administrator: \$42,514-\$57,875

Holyoke (gateway):

Personnel Assistant: \$42,470 - \$47,148

Northampton:

HR Specialist: \$40,549-\$52,452 (14 steps)

Westfield (gateway):

HR Specialist: \$40,259 - \$ 54,977

Greenfield:

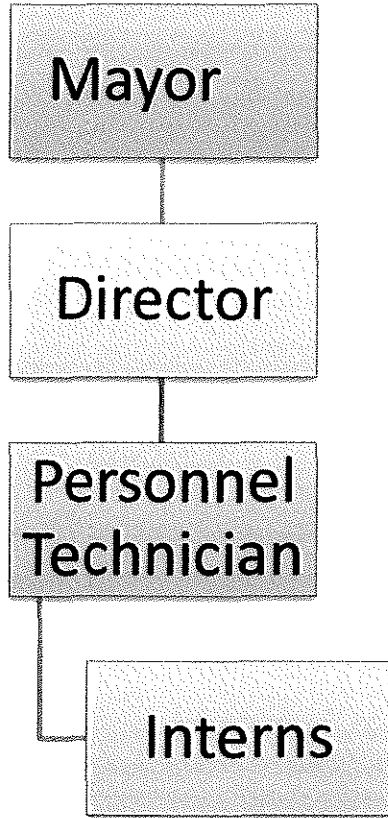
HR Generalist: \$40,950-\$53,550

Chicopee:

HR Generalist: \$33,306 - \$44,808

**Proposed new salary schedule for:
Personnel Technician**

GRADE	DESCRIPTION	STEP	HOURLY RATE	ANNUAL SALARY	NEW GRADE	NEW HOURLY	NEW ANNUAL
10	CONF PERS SPEC	1	\$16.75	\$30,479.28	12	\$20.93	\$38,099.10
10	CONF PERS SPEC	2	\$17.25	\$31,393.44	12	\$21.56	\$39,241.80
10	CONF PERS SPEC	3	\$17.77	\$32,334.64	12	\$22.21	\$40,418.30
10	CONF PERS SPEC	4	\$18.30	\$33,304.44	12	\$22.87	\$41,630.55
10	CONF PERS SPEC	5	\$18.76	\$34,136.96	12	\$23.45	\$42,671.20
10	CONF PERS SPEC	6	\$19.23	\$34,990.54	12	\$24.03	\$43,738.18
10	CONF PERS SPEC	7	\$19.61	\$35,693.58	12	\$24.51	\$44,616.98



**SPECIAL PERMIT / SITE PLAN REVIEW
APPLICATION**

*#68 Dalton Ave.
Pittsfield, Massachusetts*

PREPARED FOR:

*JFJ Holding, LLC
280 Merrimack Street
Methuen, Massachusetts 01844
(918) 682-2382*

PREPARED BY:

*SK DESIGN GROUP, INC.
2 Federico Drive
Pittsfield, Massachusetts 01201
(413) 443-3557*

January, 2017

January 31, 2017

Pittsfield City Council
City Hall – 70 Allen Street
Pittsfield, Massachusetts 01201

Pittsfield Department of Community Development
City Hall – 70 Allen Street
Pittsfield, Massachusetts 01201

RE: Special Permit / Site Plan Review
#68 Dalton Ave., Pittsfield, MA

Dear Board Members;

On behalf of the Applicant we hereby submit application for a Special Permit and Site Plan Review for construction of a “drive-through” service area associated with a proposed fast-service restaurant at #68 Dalton Ave.

The proposed project includes the construction of a 2100 S.F. restaurant building with a drive-through service window and associated access drives/ parking areas. A detailed description of the project is included in this application.

We have provided twenty (20) complete sets of the application package along with the appropriate filing fees.

Please contact our office if you should have any questions or require additional information.

Sincerely,
SK DESIGN GROUP, INC.



Robert G. Fournier
(Project Manager)

Attachments

Cc: JFJ Holding, LLC
File

TABLE OF CONTENTS

Drive-Through Special Permit / Site Plan Review Application

prepared for

JFJ Holding, LLC

located at

#68 Dalton Ave.

- ❖ *Cover letter*
- ❖ *Application forms (2)*
- ❖ *Project Narrative*

Figures:

Figure #1 City of Pittsfield Assessor's Map

Attachments:

Attachment #1 Site Lighting Specifications
Attachment #2 Utility Capacity Analysis
Attachment #3 Soils Map & Descriptions
Attachment #4 Traffic Impact Assessment
Attachment #5 Site Plans

Application Forms



CITY COUNCIL - SPECIAL PERMIT APPLICATION

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

- NOTICE:** *Applications are not considered valid until all fees & completed forms are submitted to the appropriate City offices.*
- Twenty two (22) copies of this application are required, including plans and any information called for by the zoning ordinance.
 - Applicant shall submit the required fee & application packages to the City Clerk who will time - date stamp two (2) sets.
 - Applicant shall then submit one (1) stamped application package & eleven (11) sets to the City Clerk; the remaining ten (10) sets including a stamped copy shall be submitted to the CDB.
 - A filing fee of \$200 is due to the City of Pittsfield upon submittal of this application to the City Clerk (\$1,000 for shopping centers, plazas or malls). You will be billed separately for all Legal Notices that are placed in a local newspaper of general circulation.
 - You will be notified by mail of the date & time for your hearings. You or your representative should attend the hearings & be prepared to offer additional information in support of your application.

Office Use Only	
Filing Date:	Hearing Date:
Decision & Decision Date:	Permit Number:
Applicant	
Name(s):	JFJ Holding LLC
Address:	280 Merrimack St., Methuen, MA 01844
Telephone(s):	978-682-2382
Property Owner (if other than applicant)	
Name(s) & Phone:	Raymond Frenkel
Address:	37 Tamarack Dr., Amherst, MA 01002
Attorney/Architect/Engineer	
Name(s) & Phone:	SK Design Group, Inc. 413-443-3537 (Engineer)
Address:	2 Federico Dr., Pittsfield, MA 01201
Project Information	
Section(s) of ordinance upon which application is based: Section(s) 7.839	
Description of Project or Changes Proposed: <small>(attaching additional description is encouraged)</small>	Proposed eating establishment with drive-through facility (see attached narrative)
Property Information	
Address:	#68 Dalton Ave.; #23 Harvard St.; #19 Harvard St.
Assessors Parcel ID No.:	Map J11, Block 3, Lots 14, 15, 16, 17
Deed Book & Pg:	Book 942 Pg. 826; Book 999 Pg. 230; Book 995 Pg. 905

Lot Size:	32,000± Sq. Ft. (proposed)	0.7 Acres
Current Land Use (§4.202):	Business, residential	
Proposed Land Use:	Eating establishment	
Current Intensity Regulations (§4.203):	Min. Lot Area N/R sq. ft. Min. Lot Width N/R ft Min. Front/Side/Rear yards N/R / N/R / N/R ft Max. Bldg. Coverage NR % Max Bldg. Ht 50 ft	
Proposed Intensity (§4.203):	Min. Lot Area 32,000± sq. ft. Min. Lot Width 114± ft Min. Front/Side/Rear yards 49± / 24± / 132± ft Max. Bldg. Coverage 7.0± % Max Bldg. Ht 20± ft	
No. of Existing Bldgs:	3	Proposed No.: 1
Total Floor Area Each Existing Bldg.:	8000 S.F. (cleaners)	2250 S.F. (houses - combined)
Total Floor Area Each Proposed Building:	2200 S.F. (restaurant)	
Parking Spaces Required:	Existing: 15±	Proposed: 20
Dwelling Units Proposed:	0	
Past Special Permits / Site Plan Approvals:	___ Yes ___ No If Yes, Dates: (unknown)	
Past Variances:	___ Yes ___ No If Yes, Dates: (unknown)	
Plan must include: <input type="checkbox"/> Key map not less than 1": 800' <input type="checkbox"/> Map indicating uses of all properties within 200' <input type="checkbox"/> Topo map with 2' contours <input type="checkbox"/> Site plan showing all existing and proposed elements to a scale of not less than 1":100'. Must include a blank space for endorsement by Community Development Board <input type="checkbox"/> Computation of total lot area, building FAR for each uses and lot coverage <input type="checkbox"/> Proposed accessory use or uses of buildings, structure or land <i>Note: Refer to Section 7.3 for more specific requirements</i>		

Signature of applicant(s)

Signature of property owner(s)

CITY HALL OFFICE USE ONLY

Received by the City Clerk on _____

City Clerk

Received by the CD Board on _____

Fee paid \$ _____

Executive Secretary



CITY OF PITTSFIELD – COMMUNITY DEVELOPMENT BOARD

SITE PLAN REVIEW APPLICATION

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

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

Office Use Only			
Filing Date:		Hearing Date:	
Decision & Decision Date:		Permit Number:	
Applicant			
Name(s):	JFJ Holding, LLC		
Address:	280 Merrimack St., Methuen, MA 01844		
Telephone(s):	978-682-2382		
Owner (if other than applicant)			
Name & Phone:	Raymond Frenkel		
Address:	37 Tamarack Dr., Amherst, MA 01002		
Attorney/Architect/Engineer			
Name(s) & Phone:	SK Design Group, Inc. 413-443-3537 (Engineer)		
Address:	2 Federico Dr., Pittsfield, MA 01201		
Project Information			
Section of ordinance upon which application is based: Section 7. 839			
Description of Project or Changes Proposed: <small>(attaching additional information is encouraged)</small>	Proposed eating establishment with drive-through facility (see attached narrative)		
Property Information			
Address:	#68 Dalton Ave.; #23 & #19 Harvard St.		
Assessors Parcel ID No.:	Map J11, Block 3, Lots 14, 15, 16, & 17		
Deed Book & Pg:	(refer to Special Permit Applic.)	Zoning District(s): B-G / C-W-S	

Lot Size:	32,000± Sq. Ft. (proposed)		0.7 Acres
Current Land Use (§4.202):	Business, residential		
Proposed Land Use:	Eating establishment		
Current Intensity Regulations (§4.203):	Min. Lot Area	N/R sq. ft.	Min. Lot Width N/R ft
	Min. Front/Side/Rear yards	N/R / N/R / N/R	ft
	Max. Bldg. Coverage	NR %	Max Bldg. Ht 50 ft
Proposed Intensity (§4.203):	Min. Lot Area	32,000± sq. ft.	Min. Lot Width 114± ft
	Min. Front/Side/Rear yards	49'± / 24'± / 132'±	ft
	Max. Bldg. Coverage	7.0± %	Max Bldg. Ht 20'± ft
No. of Existing Bldgs:	3	Proposed No.:	1
Total Floor Area Each Existing Bldg.:	8000 S.F. (cleaners)	2250 S.F. (houses - combined)	
Total Floor Area Each Proposed Building:	2200 S.F. (restaurant)		
Parking Spaces Required:	Existing: 15±	Proposed:	20
Dwelling Units Proposed:	0		
Past Special Permits / Site Plan Approvals:	___ Yes ___ No If Yes, Dates: (unknown)		
Past Variances:	___ Yes ___ No If Yes, Dates: (unknown)		
Plan must include: <input type="checkbox"/> Key map not less than 1": 800' <input type="checkbox"/> Map indicating uses of all properties within 200' <input type="checkbox"/> Topo map with 2' contours <input type="checkbox"/> Site plan showing all existing and proposed elements to a scale of not less than 1":100'. Must include a blank space for endorsement by Community Development Board <input type="checkbox"/> Computation of total lot area, building FAR for each uses and lot coverage <input type="checkbox"/> Proposed accessory use or uses of buildings, structure or land <i>Note: Refer to Section 7.3 for more specific requirements</i>			

David Cofua (mes)

Signature of applicant(s)

Raymond Finkel (mes)

Signature of property owner(s)

CITY HALL OFFICE USE ONLY

Received by the City Clerk on _____

City Clerk

Received by the CD Board on _____

Fee paid \$ _____

Executive Secretary

S-K DESIGN GROUP, INC.
2 FEDERICO DRIVE, SUITE 1
PITTSFIELD, MA 01201
(413) 443-3537



PITTSFIELD,
MA 01201

25235

53-7169/2118

1/26/2017

PAY TO THE
ORDER OF

City of Pittsfield

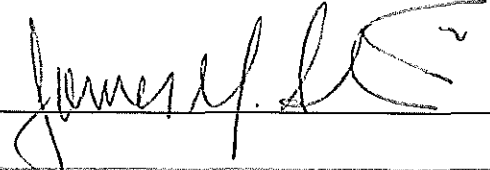
**200.00

Two Hundred and 00/100 ***** DOLLARS

City of Pittsfield

MEMO

#160115 Cafua - Site Plan Review Fee



SECURED
SAFEGUARD
SECURE

⑈025235⑈ ⑆211871691⑆ 22702679⑈

S-K DESIGN GROUP, INC.
2 FEDERICO DRIVE, SUITE 1
PITTSFIELD, MA 01201
(413) 443-3537



PITTSFIELD,
MA 01201

25234

53-7169/2118

1/26/2017

PAY TO THE
ORDER OF

City of Pittsfield

**200.00

Two Hundred and 00/100 ***** DOLLARS

City of Pittsfield

MEMO

#160115 Cafua - Special Permit Fee



SECURED
SAFEGUARD
SECURE

⑈025234⑈ ⑆211871691⑆ 22702679⑈

Narrative

Special Permit / Site Plan Review Project Narrative

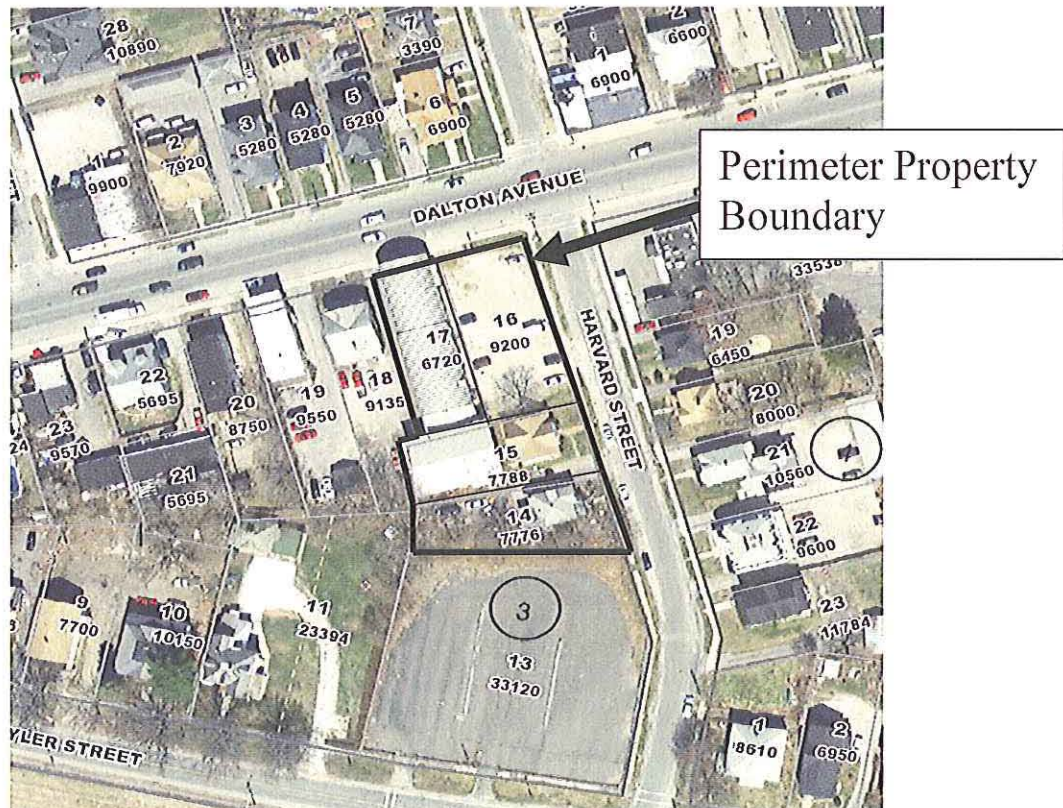
JFJ Holding, LLC
(#68 Dalton Ave., Pittsfield, MA)

Project Location and Identification

The proposed project is located on the corner of Dalton Ave. and Harvard St. (see locus map below). The land is currently occupied by Royal Cleaners and two single-family homes.

The affected properties are further identified as Map J-11, Block 3, Lots #14 - #16 - per the latest City of Pittsfield Assessors Maps. The combined properties consist of approximately 3/4 acres of land, with 114 feet of frontage along Dalton Ave. and 266 feet along Harvard St.

The parcels along Dalton Ave. are located in a B-G zoning district; the ones along Harvard in a C-W-S district. The properties are surrounded by other businesses and residential properties.



Locus Map

Proposed Development

The Applicant intends to demolish all existing buildings on the site and construct a new 2,100 S.F. fast-service restaurant with a drive-through window. "Eating establishments" are a by-right use in the B-G and C-W-S zoning districts. A "drive-through" or "drive-up" window is permitted by Special Permit¹ (in both districts).

The proposed restaurant will be located toward the northerly end of the property. It will include one (1) drive-thru service window located on the east side of the building (see attached Site Plan). There is no alcohol sales proposed at the restaurant.

The project will include a drive-through window with an available stacking capacity of over 9 vehicles as measured from the order board. This exceeds the requirement under zoning for six vehicles. The project will also include paved parking areas, possible sidewalk seating areas (seasonal), pedestrian walkways, landscaping, etc. These are all illustrated on attached Plans and are discussed in further detail below.

Drive-thru Service Area

Pursuant to the Pittsfield Zoning Ordinance, the minimum number of queuing spaces required for a drive-through facility shall be six (6), with each space being nine (9) feet in width and twenty (20) feet in length. The drive-through facility is defined as where the initial contact is made (order board). *This* project will include nine (9) or more queuing spaces. This will insure that no vehicles will back onto any public roadways.

Parking

Pursuant to the Pittsfield Zoning By-Law the following number of parking spaces is required:

- | | |
|---|-------------------------------|
| 1. Restaurant: (1) space per (3) seats [37 seats] = | (12) spaces |
| plus two spaces for each (3) employees [6 employ] = | (4) spaces |
| plus one space for each vehicle used in the operation = | <u>(0) spaces²</u> |

TOTAL NO. OF SPACES REQUIRED = (16) spaces

The Site Plan includes 20 new parking spaces. The additional spaces being provided will allow for snow storage areas during winter months.

¹ And Site Plan Review

² A loading space will be provided for deliveries

Two handicap parking spaces will be provided (pursuant to the Massachusetts Architectural Access Board requirements).

Parking spaces will be 9'-0" wide by 20'-0" long. Two new driveways will be constructed; one off Dalton Ave. and the other off Harvard St. These will provide safe and efficient movement of traffic in and around the property. There are no setback requirements for parking areas in this zone.

The parking area will be paved and lighted with new L.E.D. downward-directing lights. Landscaping will be provided along the southerly and easterly sides of the site. An eight foot high solid board fence will be erected along the westerly boundary in order to screen the parking from the abutting residence. Limited landscaping is proposed along the north end of the site to prevent site obstructions for vehicles pulling out onto Dalton Ave.

Other Permit Requirements

The project will also require the following permits:

1. *Pittsfield Dept. of Public Services*- for the driveways and utility connections (and disconnections);
2. *Pittsfield Building Dept.* - Building Permit and demolition permits;
3. *Pittsfield Historical Commission* - Demolition permits (for the two houses and a portion of the Royal Cleaners structure that is greater than 75 years old).

These permits will be applied for upon issuance of a Special Permit for the drive-through portion of the project.

Traffic Impacts

A detailed Traffic Impact Assessment has been included as a part of this application (see Attachment). This assessment addresses items such as existing/ projected traffic volumes, vehicle queuing, and levels of service on adjacent roadways.

Curb Cuts

The main access to the site will be through a new curb cut along Dalton Ave. The existing curb cut here will be shifted 25'-0" to the west. An secondary curb cut will be provided along Harvard St. at the southerly-most end of the property. These two curb cuts will provide for safe and efficient movement of vehicles onto and off of the adjacent public streets.

Utilities

The proposed restaurant will utilize existing sewer and water services that currently are in place at the property (subject to inspection and approval by the Department of Public Services). The new use is not expected to overtax the utility systems in the area (see Utility Capacity Analysis - attached hereto). Other utilities, such as gas, electric, and telephone, will be extended (underground) to the building from nearby sources. The plans generally illustrate where these utilities will be located.

Site Drainage

The total development area is approximately 31,500 square feet in size (see Figure #1 below). Of that, approximately 24,600 square feet (78%) is currently developed (with buildings and parking).

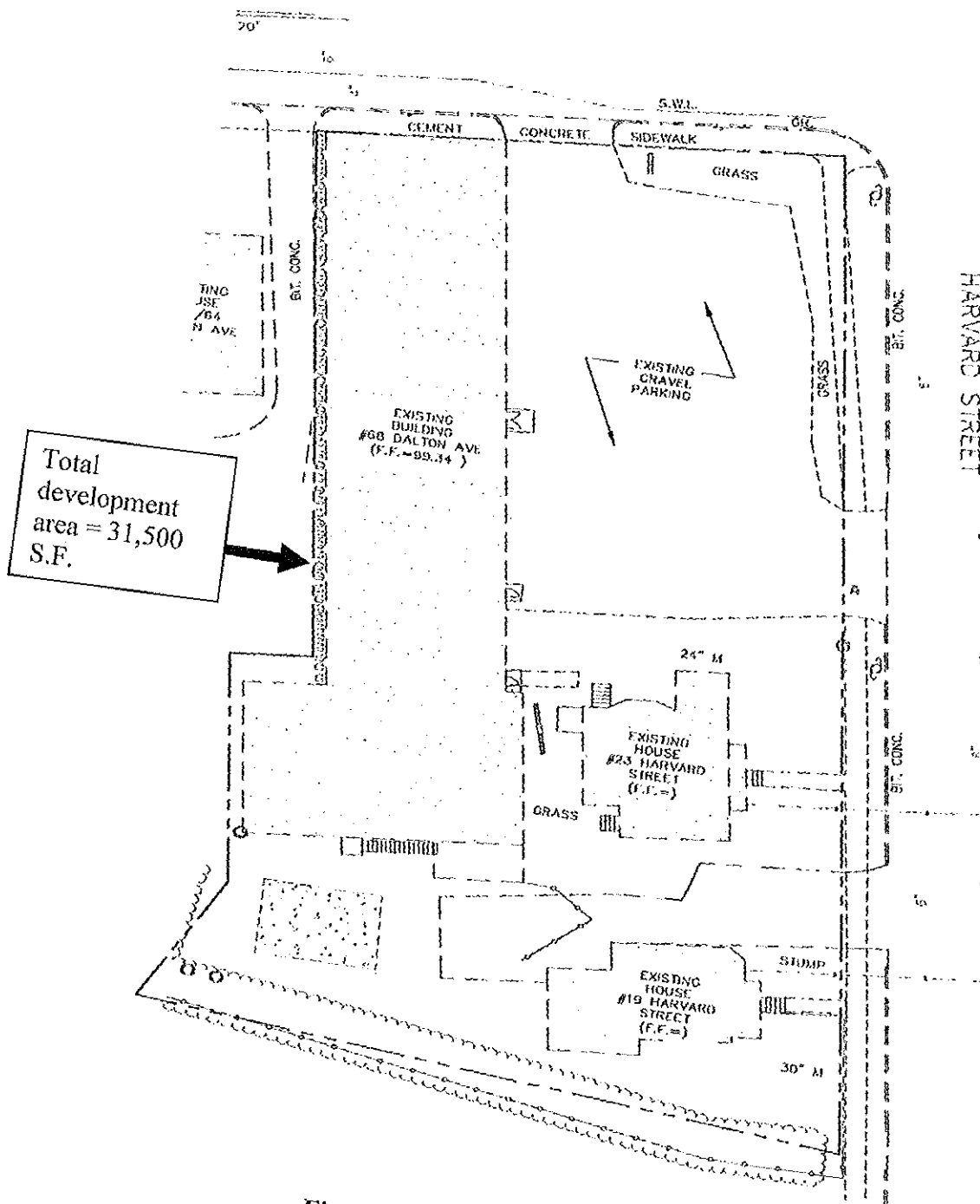


Figure #1 - Existing Site Conditions

Upon completion of the project the total developed area will be approximately 23,800 S.F. This represents an 800 S.F. decrease in the total amount of impervious area on the site. As such, the project will not increase flooding potential to downstream properties³. Therefore no detention basins are necessary.

³ which consists only of an abandoned parking lot that was formerly used by G.E.

A majority of the runoff from the property currently flows overland toward Harvard St. Under *proposed* conditions, the runoff will be collected in a new rain garden, which is intended to treat the water before leaving the site. It will then be piped all the way to Tyler St. extension. This is the nearest municipal drain location. In addition, runoff from the roof of the new building will be collected with gutters and downspouts and then piped to a groundwater infiltration system. This system is intended to re-introduce *clean* stormwater back into the ground. According to the published soils maps, the soils at the site have a high infiltration rate, which is conducive to such a system. In addition, the water table is relatively low (see attached Soils Map and Descriptions).

With the above noted measures in place, the quality of the stormwater runoff from the site will be significantly improved over the current conditions.

The project will require a Stormwater Management Permit from the Pittsfield Dept. of Public Services. The permit required for this particular project is for construction period erosion controls only, since the total land disturbances will be less than 1.0 ac. (and greater than 1/2 ac.). An application will be submitted upon issuance of a Special Permit.

Landscaping

The site will be tastefully landscaped with foundation plantings and parking lot/driveway plantings (see attached Site Plans). The westerly side of the property will be screened with a solid board fence. The front portion of the site will be planted with grass so as not to obstruct lines-of-site for vehicles exiting the site. The dumpster area will be screened from view with a chain link fence (fitted with decorative slats). The southerly end of the site is bordered by natural vegetation, which will be left undisturbed⁴.

Lighting

New site lighting will be installed throughout the site. The primary parking lot lights will be 16'-0" tall, metal halide or LED, full cut-off style lights, similar to those specified herein (see Attachment). Other lights will be 42" tall bollard style lights. The proposed locations of the lights are illustrated on the plans. No light will be cast onto adjacent properties.

⁴ except for possible pruning

Conformance with Pittsfield Zoning Ordinance

The following information is in support of the Special Permit application. Excerpts from the City Zoning Ordinance are outlined below (with responses) to assist in the review of this application.

**ARTICLE 23-7
CONDITIONAL USES
(Group SR and SP Uses)**

SECTION 7.3 REQUIRED INFORMATION WITH APPLICATION

Applications for permits to establish any of the uses listed in the "Schedule of Use Regulations" as "Group SR or SP Uses" shall be accompanied by such plans and information as are require herein or as may be reasonably required by the Planning Board, Board of Appeals, or the Building Inspector in order that the proposal of the applicant may be clearly understood and compliance with the provisions, intent and purpose of this ordinance be established.

SECTION 7.301

A key map at a scale of not less than one (1) inch to eight hundred (800) feet showing the relation of the subject property to adjoining properties, existing streets, roads and railroad right-of-ways within one thousand (1,000) feet of any part of the property.

The cover page of the accompanying drawing set includes a Locus Map and Key Map as required above.

SECTION 7.302

A map indicating the uses of all property within two hundred (200) feet of the proposed site, including any subdivided lands, parks, or other open space or uses, residences, business, industries, or other buildings or structures, such uses to be shown on a drawing to scale.

The surrounding site uses are labeled on the Key Map found in the attachment. The surrounding uses are listed as follows:

North: Dalton Ave. (business and residential - both sides);

East: Harvard Street (business and residential);

South: Parking lot (General Electric);

West: Dalton Ave. (business and residential - both sides);

SECTION 7.303

Topographic map of the property at two (2) foot contour intervals, showing the existing and proposed grades and the location of natural features, such as streams, swamps, rock outcrops and major trees six (6) inches or more in diameter at a point four (4) feet above ground level.

This information is illustrated on the attached drawings.

SECTION 7.304

A site plan, indicating but not limited to the following:

- A. The proposed use or uses of land and buildings, and the proposed location, size and height of the building, including preliminary architectural drawings;

A Site Plan is included in the drawing set.

- B. The location and design of off-street parking and loading areas;

Pursuant to the Pittsfield Zoning By-Law the following no. of parking spaces is required:

- 1. Restaurant: (1) space per (3) seats [37 seats] = (12) spaces
plus two spaces for each (3) employees [6 employ] = (4) spaces
plus one space for each vehicle used in the operation = (0) spaces⁵

TOTAL = (16) spaces

The Site Plan includes 20 parking spaces.

One (1) handicap parking space will be provided (pursuant to the Massachusetts Architectural Access Board requirements).

The plan also includes provisions for a single loading space (pursuant to the by-laws) as well as snow storage areas.

- C. All means of vehicular ingress and egress to and from the site onto public streets and the relationship to street circulation;

Refer to Drawing #3 entitled "Site Plan".

- E. Location of all existing or proposed site improvements, including drains, culverts, retaining walls and fences; description of methods of water supply and sewage disposal, and location of such facilities; location of all proposed water lines, valves and hydrants;

Refer to Drawing #4 entitled "Grading and Utility Plan".

- F. The proposed outdoor lighting, signs, screening and landscaping.

Refer to drawing #5 entitled "Lighting and Landscaping Plan".

⁵ A loading space will be provided for deliveries

SECTION 7.305

A detailed computation of total lot area, of building floor area for each type of proposed use, and lot coverage by all buildings.

Use	Lot Area (S.F.)	Floor Area (S.F.)	Lot Coverage
Restaurant	31,500 ±	2100	7%±

SECTION 7.306

The proposed accessory use or uses of buildings, structures or land.

Not applicable

SECTION 7.307

Site plan or any portion thereof, involving engineering, architecture or land surveying, shall be prepared by a duly authorized engineer, architect, landscape architect or land surveyor. A site plan may be prepared on one or more sheets to show clearly the information required herein and to facilitate the review and approval of the plan. Every site plan shall show the name of the development, the name and address of the record owner or developer, north point, scale, date, all easements or right-of-ways provided for public services or utilities. It shall reserve a blank space in the upper right corner three (3) inches wide and five (5) inches high for the use of the approving authority. Site Plans shall be prepared to a scale of not smaller than one (1) inch equal one hundred (100) feet.

Refer to the attached plans.

SECTION 7.4 LOCATION

Any conditional use shall be so located with relation to major thoroughfares and uses in the neighborhood as not to create traffic hazards or congestion.

This Special Permit Application includes a Traffic Impact Assessment (attached herewith).

SECTION 7.839 - EATING ESTABLISHMENTS, DRIVE-IN, DRIVE-UP OR DRIVE-THROUGH, REQUIREMENTS: (ORD 768-1994)**A. Purpose**

The purpose of this section is to minimize the traffic impacts of the design of the such facilities upon the surrounding area and streets; to promote compatibility of the design of such facilities with the special

conditions of the site and/or the character of the area; to maintain and enhance the environmental quality of the City by landscaping of the site and parking areas, and to insure harmony with the purpose of the Zoning Ordinance.

D. Requirements

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

The waiting spaces will not obstruct parking spaces⁶. The waiting spaces will not cause any obstructions at the entrances or exits.

2. The minimum number of waiting spaces for each service area shall be six. This number includes the space at the immediate service area. The "immediate service area" shall be defined as the area where the order is placed or where initial contact is first made. A waiting space shall be nine feet in width and twenty feet in length. [Amended 9-20-2001 by Ord. No. 892]

The project will include at least 9 waiting spaces from the order board.

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

A 4'-0" ± canopy is proposed over the pickup window. The edge of the canopy will be located 20-25 feet from the nearest property line (which is *not* zoned strictly for residential use).

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

The plans for the project include a Landscape Plan (see drawing set).

- 5(a). The applicant shall furnish a traffic study/report detailing the impacts of traffic on the adjoining street, and the volume of traffic generated by the facility. The report will contain information on the mitigation of the impacts on the adjoining streets and intersections in the area.

Please refer to the attached Traffic Impact Assessment.

- (b) This report will be reviewed by the City Engineer who will submit his comments and recommendations to the Special Permit Granting Authority.

SK Design Group, Inc., and/or the traffic consultant, is available to meet and discuss the traffic issues with the City Engineer if requested.

⁶ except during extreme circumstances (if more than 9 vehicles are in queue, which is not anticipated)

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

Snow storage areas are illustrated on the Site Plans (Drawing #3).

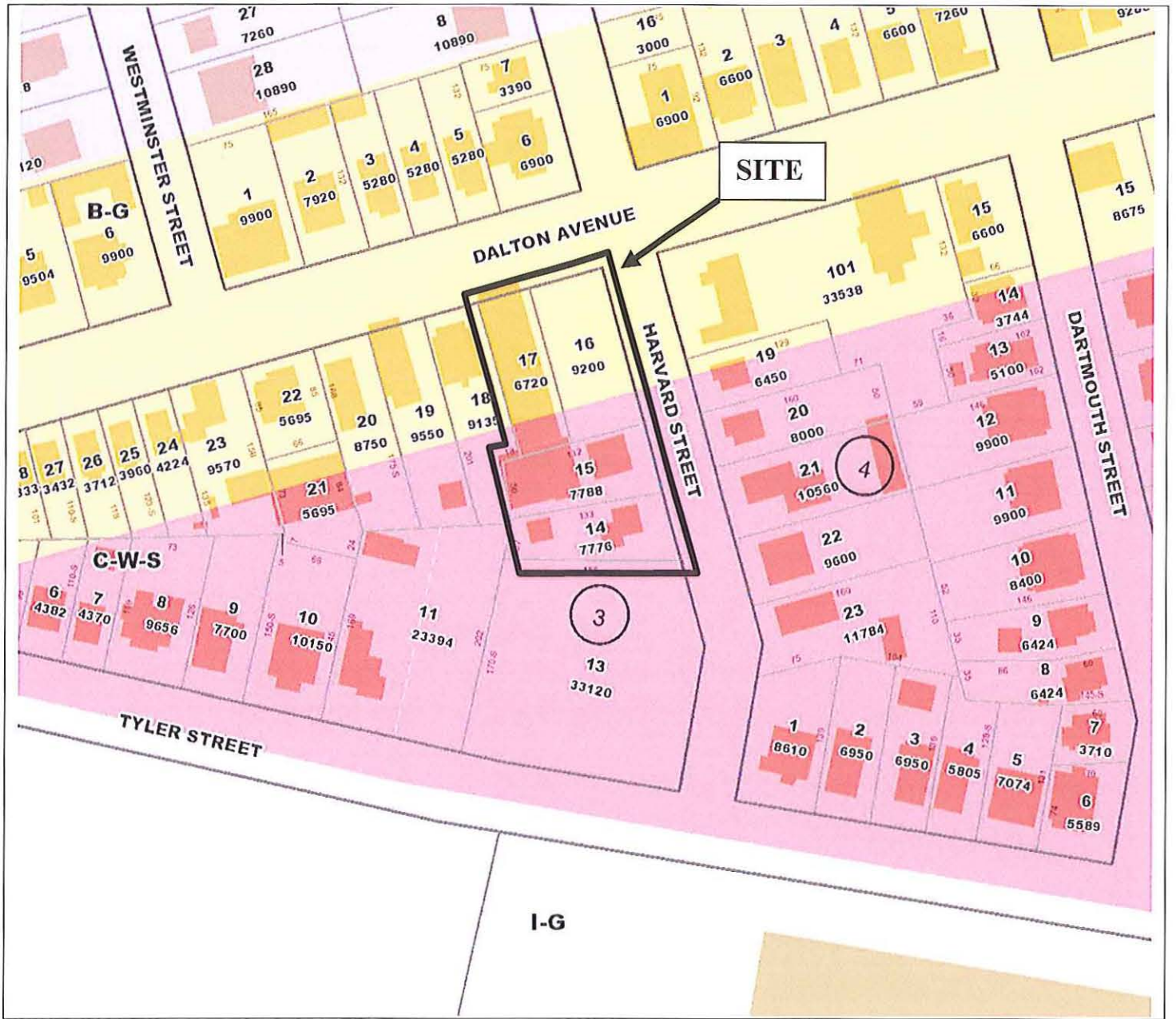


Figure #1

SOURCE: City of Pittsfield Assessors Map
(Map J-11, Block 3, Lots 14-17)

Pittsfield Assessors Map

#68 Dalton Ave.
Pittsfield, Mass.



DESIGN GROUP, INC.

CIVIL ENGINEERS - SURVEYORS - CONSULTANTS

2 FEDERICO DR., PITTSFIELD, MA 01201

(413) 443-3537

Attachment #1

Site Lighting Specifications

UCI VSI-FLR H6 8LA 7 DB2-4R20

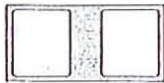


UCM FLR H3 FTG WMA 11



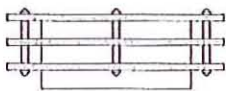
1 Luminous Rings

WND 4 WINDOWS
Cast frame with a diffused acrylic lens



12"/305MM DIAMETER
5.25"/135MM HIGH

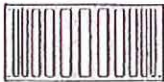
SR SOLID RINGS



Cast rings with a diffused acrylic lens

15.75"/400MM DIAMETER
5"/125MM HIGH

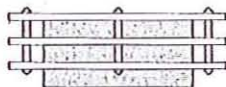
VSL VERTICAL SLOTS



Cast frame with a diffused acrylic lens

12"/305MM DIAMETER
5.25"/135MM HIGH

LUM LUMINOUS RINGS



Edge lit acrylic rings with a diffused inner acrylic lens

15.75"/400MM DIAMETER
5"/125MM HIGH

LUMINOUS RING COLORS

An internal lens can be added for color on the ring edges when illuminated.

- BL BLUE
- RD RED
- GRN GREEN
- MG MAGENTA

NONE

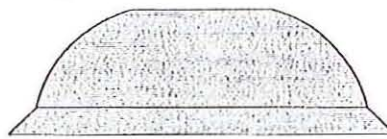
2 Shades

ANG ANGLED SHADE



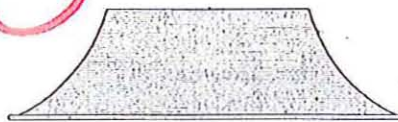
30"/760MM DIAMETER
9.65"/245MM HIGH

BEL BELL SHADE



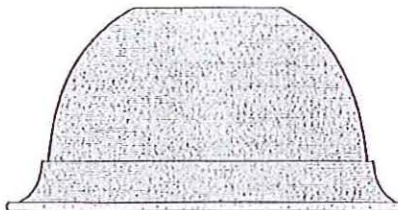
30"/760MM DIAMETER
10"/255MM HIGH

FLR FLARED SHADE



32"/810MM DIAMETER
9.12"/230MM HIGH

SKB SKIRTED BELL SHADE



32"/810MM DIAMETER
15.5"/395MM HIGH

NOTE: STRAIGHT SHADE (STR) NOT AVAILABLE

3 Optics

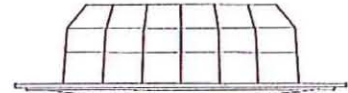
H2 TYPE 2 REFLECTOR

H3 TYPE 3 REFLECTOR

H4 TYPE 4 REFLECTOR

H5 TYPE 5 REFLECTOR

Reflector with cast door and standard FLAT glass lens



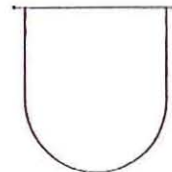
OPTIONS FOR REFLECTOR OPTICS

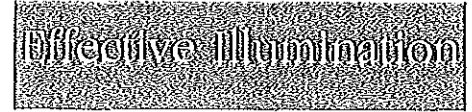
FLD FLAT GLASS WITH LDL FINISH

HSS HOUSE SIDE SHIELD FACTORY INSTALLED (not for Type 5)

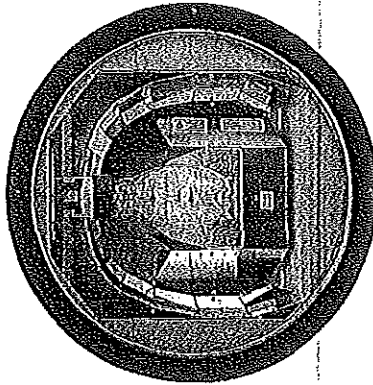
NOTE: SAG GLASS NOT AVAILABLE

OAL OPAL ACRYLIC LENS
12"/305 MM DIAMETER
13"/330 MM HIGH
MAXIMUM 250 WATTS HID



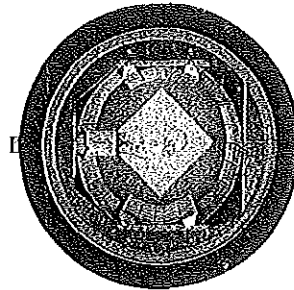


Full cutoff reflectors meet local light control ordinances and dark sky initiatives



UCL

- Metal halide + HPS lamps
150 to 400 watts
- Optics rotate on 90° centers
- Pulse start Metal halide ballasts available for high lumen output and longer lamp life.

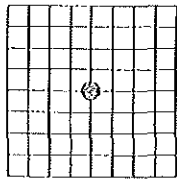


UCM

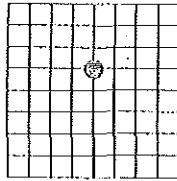
- Metal halide + HPS lamps
50 to 175 watts
- Optics rotate on 90° centers
- T-6 ceramic metal halide lamps can be used to insure color accuracy and consistency.
- Electronic ballasts are also available to improve lamp color stability.



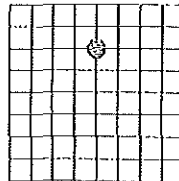
FOUR LIGHT PATTERNS



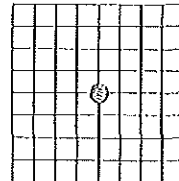
TYPE 2



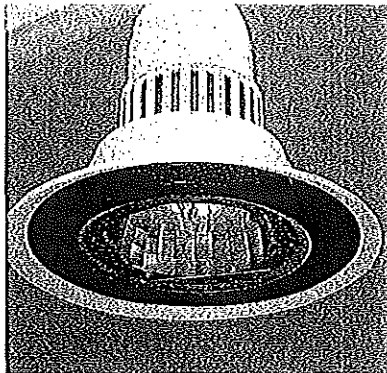
TYPE 3



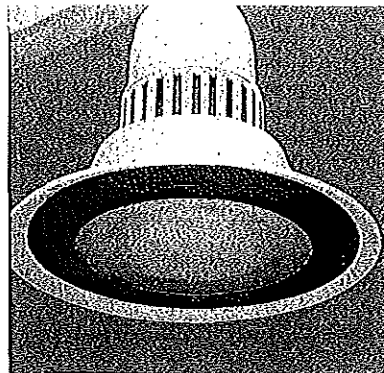
TYPE 4



TYPE 5



Optional flat tempered glass lens on the UCM (FTG option).



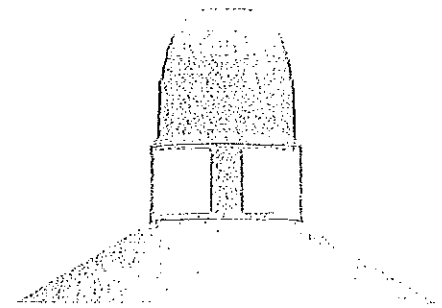
Optional flat tempered lightly diffused glass lens on the UCM (FLD option).



FOUR LIGHT PATTERNS

The four reflectors provide maximum flexibility to precisely illuminate pedestrian areas, streets, and complete project site lighting. The horizontal reflector system is available in four light distributions for maximum efficiency and precise placement of the light.

The cutoff reflector systems meet IES standards for full cutoff type optics to address requirements for glare control, light trespass and light pollution. Light trespass is eliminated with the use of an optional factory installed house side shield.



Internal sleeve blocks the light emitted from the Luminous Element option. This provides full cutoff photometrics, eliminating any light above 90 degrees.

Attachment #2

Utility Capacity Analysis

Utility Capacity Analysis

Project: Fast- service restaurant
Location: #68 Dalton Ave., Pittsfield
Applicant: JFJ Holding, LLC
Date: January, 2017

I. Receiving sewers:

Existing sewer mains:

The proposed fast-service restaurant project is located on the south side of Dalton Ave. at the corner of Harvard St.. The property contains a dry cleaners and 2 single-family homes. Based on available city records the dry cleaners is tied into the 8" sewer main in Dalton Ave. while the 2 homes are tied into the 6" main in Harvard St. A map of the sewers is appended hereto.

Existing flows from the site:

For purposes of this analysis, a comparison may be made between the flows currently generated from the site and those from the proposed use.

Based on Title 5, the estimated sewer flows from the previous uses of the property are as follows:

1. dry cleaners: (from water meter readings).....	1000 GPD
2. houses: assume 3 bdms ea. x 2 at 110 gls/ bdrm/ day =	<u>660 GPD</u>
	Total = 1660 GPD

Proposed Flows:

Based on Title 5, the proposed project will generate the following sewerage flows:

1. Restaurant: fast-food, 20 gls/seat/day x 37 seats (max.) = **740 GPD**

As indicated above, the project will generate approx. 1/2 of the sewer flows of the prior uses at the property. Thus it will have no impact on the receiving sewer mains in the vicinity or the capacity of the sewer treatment plant. Furthermore, all existing¹ sewer services will be capped. This will eliminate any undocumented infiltration and inflow that may exist within the present sewer pipes.

II. Water supply:

Existing water mains:

There are several active water mains located adjacent to the site, including an 8" and 20" main in Dalton Ave. and a 6" main in Harvard St. According to city records, the existing dry cleaners is serviced by the 8" main in Dalton Ave. (both domestic and fire services) while the 2 homes are fed from the 6" main in Harvard St. A map of the water mains is appended hereto.

Proposed Flows:

For purposes of this analysis, it is assumed that the proposed water use will equal the estimated sewer flows (740 GPD). This amount can be easily supplied by the existing main and will have no measurable impacts to the water supply or pressures in the area. There is no irrigation system proposed for the project. The building will *not* be sprinklered.

III. Receiving drains:

Existing conditions:

For purposes of this report, the watershed includes the 4 combined properties that will be developed, which comprise 0.72 acres of land. Of the 0.72 acres, approximately 0.56 AC. (78%) of the land is currently developed (impervious surfaces, consisting of buildings and parking surface). The entire property generally slopes to the south (away from Dalton Ave.). Stormwater runoff

¹ with the exception of one pipe that will be re-used - subject to inspection (and approval by the Pitts. DPW)

from the northerly 1/2 of the site drains overland toward Harvard St. The southerly 1/2 drains overland to the south (onto and across the G.E. parking lot). The nearest drain line in Harvard St. is located at the intersection of Tyler St. Extension. A map of the existing drain lines is appended hereto.

Proposed conditions:

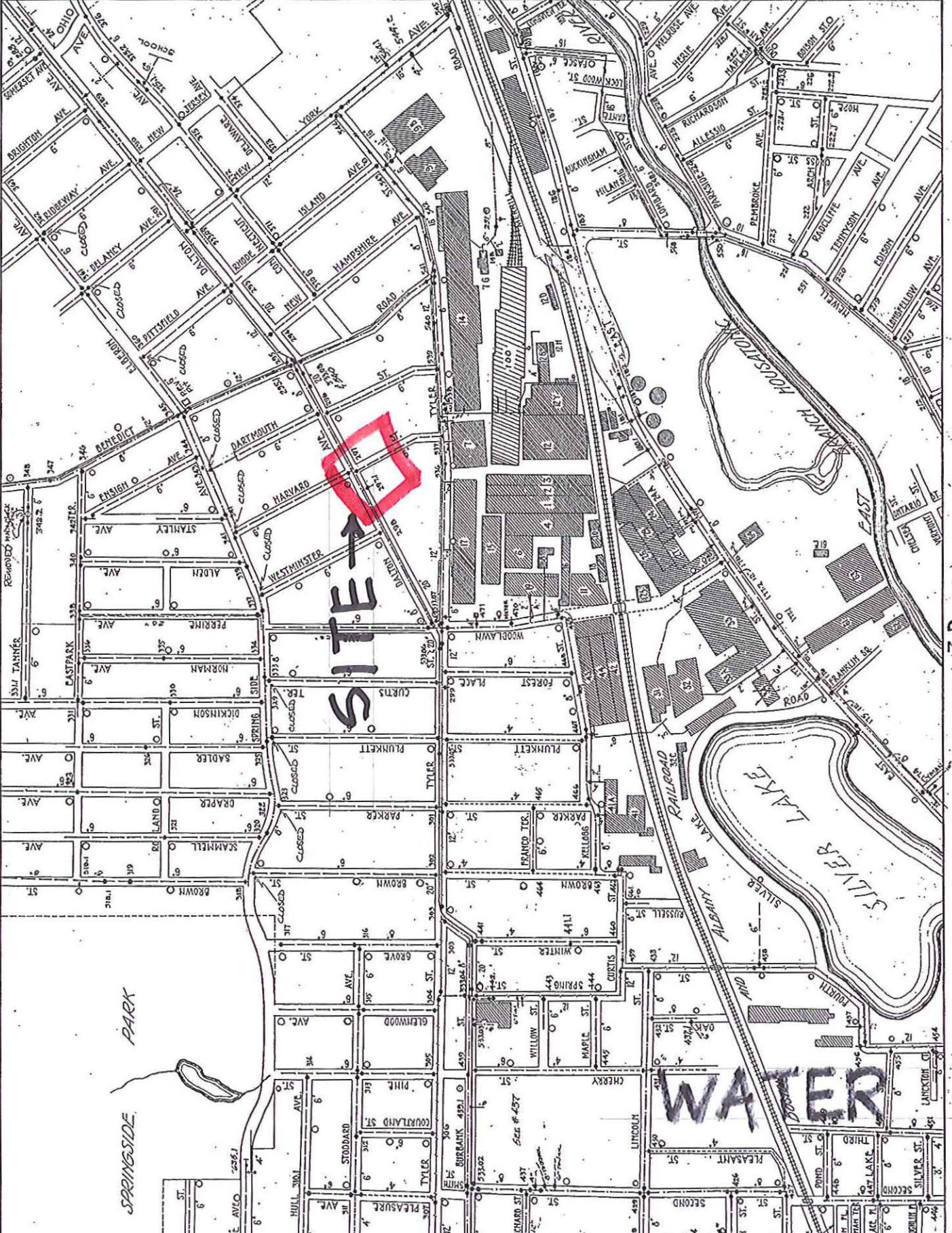
Under proposed conditions the project will consist of approximately 0.4 acres of impervious area (buildings and pavement). This represents a 12% reduction over current conditions. As such, the project will not result in any increases in flooding potential to adjacent properties or to the city storm drains in the area.

The stormwater system for the project has been designed as follows:

- To the extent practical all new parking areas and driveways will drain to a rain garden where the stormwater will be filtered and then released;
- Runoff from the roof of the new building will be collected with gutters and downspouts and then piped to a sub-surface groundwater infiltration system. This infiltration system is intended to re-introduce stormwater back into the ground;
- The runoff will be piped from both the rooftop system and the rain garden into a new drainage system that will be constructed by the Applicant in Harvard St. (subject to approval by Pittsfield D.P.W.). It will extend down Harvard St. to its intersection with Tyler St.

WATER MAINS 4D

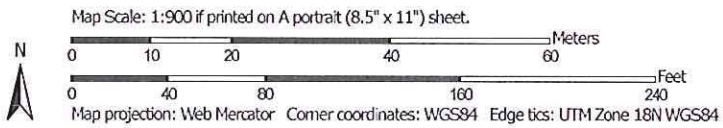
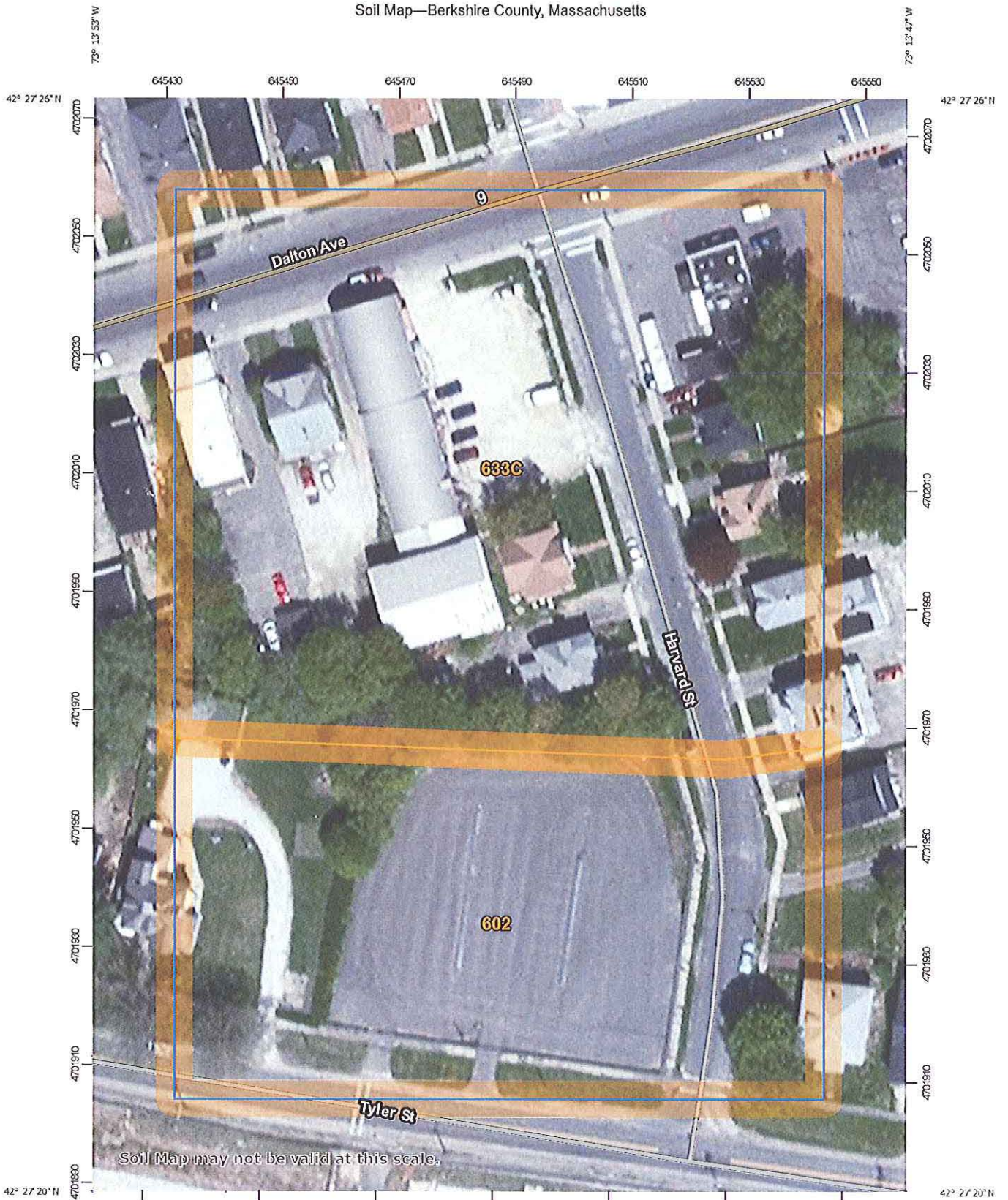
5D







































SITE

WATER

Soil Map—Berkshire County, Massachusetts



MAP LEGEND

Area of Interest (AOI)			Spoil Area
	Area of Interest (AOI)		Stony Spot
Soils			Very Stony Spot
	Soil Map Unit Polygons		Wet Spot
	Soil Map Unit Lines		Other
	Soil Map Unit Points		Special Line Features
Special Point Features		Water Features	
	Blowout		Streams and Canals
	Borrow Pit	Transportation	
	Clay Spot		Rails
	Closed Depression		Interstate Highways
	Gravel Pit		US Routes
	Gravelly Spot		Major Roads
	Landfill		Local Roads
	Lava Flow	Background	
	Marsh or swamp		Aerial Photography
	Mine or Quarry		
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Berkshire County, Massachusetts
 Survey Area Data: Version 11, Sep 14, 2016

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

Date(s) aerial images were photographed: Jun 19, 2010—May 12, 2011

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

Map Unit Legend

Berkshire County, Massachusetts (MA003)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
602	Urban land	1.6	38.5%
633C	Pittsfield-Urban land complex, 0 to 15 percent slopes	2.6	61.5%
Totals for Area of Interest		4.2	100.0%

Hydrologic Soil Group and Surface Runoff

This table gives estimates of various soil water features. The estimates are used in land use planning that involves engineering considerations.

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The four hydrologic soil groups are:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas.

Surface runoff refers to the loss of water from an area by flow over the land surface. Surface runoff classes are based on slope, climate, and vegetative cover. The concept indicates relative runoff for very specific conditions. It is assumed that the surface of the soil is bare and that the retention of surface water resulting from irregularities in the ground surface is minimal. The classes are negligible, very low, low, medium, high, and very high.

Report—Hydrologic Soil Group and Surface Runoff

Absence of an entry indicates that the data were not estimated. The dash indicates no documented presence.

Hydrologic Soil Group and Surface Runoff--Berkshire County, Massachusetts			
Map symbol and soil name	Pct. of map unit	Surface Runoff	Hydrologic Soil Group

Hydrologic Soil Group and Surface Runoff--Berkshire County, Massachusetts			
Map symbol and soil name	Pct. of map unit	Surface Runoff	Hydrologic Soil Group
633C—Pittsfield-Urban land complex, 0 to 15 percent slopes			
Pittsfield	60	Very low	A
Urban land	25	---	---

Data Source Information

Soil Survey Area: Berkshire County, Massachusetts
 Survey Area Data: Version 11, Sep 14, 2016

Depth to Water Table

Depth to Water Table— Summary by Map Unit — Berkshire County, Massachusetts (MA003)				
Map unit symbol	Map unit name	Rating (centimeters)	Acres in AOI	Percent of AOI
633C	Pittsfield-Urban land complex, 0 to 15 percent slopes	>200	2.1	100.0%
Totals for Area of Interest			2.1	100.0%

Description

"Water table" refers to a saturated zone in the soil. It occurs during specified months. Estimates of the upper limit are based mainly on observations of the water table at selected sites and on evidence of a saturated zone, namely grayish colors (redoximorphic features) in the soil. A saturated zone that lasts for less than a month is not considered a water table.

This attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

Rating Options

Units of Measure: centimeters

Aggregation Method: Dominant Component

Aggregation is the process by which a set of component attribute values is reduced to a single value that represents the map unit as a whole.

A map unit is typically composed of one or more "components". A component is either some type of soil or some nonsoil entity, e.g., rock outcrop. For the attribute being aggregated, the first step of the aggregation process is to derive one attribute value for each of a map unit's components. From this set of component attributes, the next step of the aggregation process derives a single value that represents the map unit as a whole. Once a single value for each map unit is derived, a thematic map for soil map units can be rendered. Aggregation must be done because, on any soil map, map units are delineated but components are not.

For each of a map unit's components, a corresponding percent composition is recorded. A percent composition of 60 indicates that the corresponding component typically makes up approximately 60% of the map unit. Percent composition is a critical factor in some, but not all, aggregation methods.

The aggregation method "Dominant Component" returns the attribute value associated with the component with the highest percent composition in the map unit. If more than one component shares the highest percent composition, the corresponding "tie-break" rule determines which value should be returned. The "tie-break" rule indicates whether the lower or higher attribute value should be returned in the case of a percent composition tie. The result returned by this aggregation method may or may not represent the dominant condition throughout the map unit.

Component Percent Cutoff: None Specified

Components whose percent composition is below the cutoff value will not be considered. If no cutoff value is specified, all components in the database will be considered. The data for some contrasting soils of minor extent may not be in the database, and therefore are not considered.

Tie-break Rule: Lower

The tie-break rule indicates which value should be selected from a set of multiple candidate values, or which value should be selected in the event of a percent composition tie.

Interpret Nulls as Zero: No

This option indicates if a null value for a component should be converted to zero before aggregation occurs. This will be done only if a map unit has at least one component where this value is not null.

Beginning Month: January

Ending Month: December

Attachment #4

Traffic Impact Assessment

Proposed Quick-Service Restaurant with Drive- Through Window

Pittsfield, Massachusetts

PREPARED FOR

JFJ Holding, LLC

PREPARED BY



VHB

One Federal Street
Building 103-3N
Springfield, MA 01105
(413) 241-5858

12/14/2016



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1

Introduction

Vanasse Hangen Brustlin, Inc. (VHB) has been retained to conduct a Transportation Impact Assessment (TIA) for a proposed quick-service restaurant with drive-through window to be located at 68 Dalton Avenue in Pittsfield, Massachusetts. VHB has evaluated existing traffic operations in the area, and assessed the potential impacts of this development.

Project Description and Background

The site currently consists of a large building operating as a dry cleaners and launderer, as well as two single-family homes. The dry cleaners has two existing access driveways, one from Dalton Street and one from Harvard Street. The single family homes both have a driveway along Harvard Street. A site location plan can be seen as Figure 1.

The proposed redevelopment plan consists of the demolition of the existing buildings, and the construction of an approximate 2,100 square foot quick-service restaurant with drive-through window. The preliminary site plan is included in the Appendix to this report in a reduced size. Access to the site is proposed via two full access driveways, one on Dalton Avenue and one located on Harvard Street. Approximately 20 parking spaces are proposed to serve the redevelopment site.



Vanasse Hangen Brustlin, Inc.

↑
1"=200'

Proposed Quick-Service Restaurant
Site Location Map
68 Dalton Avenue
Pittsfield, Massachusetts **Figure 1**



Study Methodology

This study was conducted in three stages. The first stage involved an assessment of existing traffic conditions in the study area, and included an inventory of roadway geometrics, observations of traffic flow, and daily and peak period traffic counts, and a safety review of the area intersections.

The second stage of the study established the framework for evaluating the transportation impacts of the proposed project. Specific travel demand forecasts for the project were assessed along with future traffic demands on the study area roadways due to projected background traffic growth and other proposed area development that will occur, independent of the proposed development. The year 2023, a seven-year time horizon, was used as the design year for analysis for the preparation of this traffic impact and access assessment to satisfy the *Executive Office of Environmental Affairs/Executive Office of Transportation* [EOEA/EOT] guidelines.

The third and final stage involved conducting traffic analyses to identify both existing and projected future roadway capacities and demands. From this information and other factors, the likely traffic impacts associated with the project were determined. This analysis was used as the basis for determining if any transportation improvements or measures would be required in support of the site-generated traffic.

Study Area

The study area for the assessment of project-related traffic impacts was determined based on a review of the area, and the anticipated amount of site generated traffic. The specific study area encompasses the unsignalized intersection of Dalton Avenue at Harvard Street.

An inventory of the existing conditions at the study intersection is provided in the following chapter.

Existing Conditions

Effective evaluation of the transportation impacts associated with the proposed development project requires a thorough understanding of the existing transportation system surrounding the project study area. A complete inventory of the existing transportation system was conducted, and is presented in this section. The analysis of existing transportation conditions is based on the existing network, roadway and intersection geometry, traffic control, existing traffic volumes, traffic safety, and pedestrian facilities.

Existing Roadway and Intersection Conditions

The principal roadways and intersections in the project study area are described briefly below.

Roadways

The description of the roadways includes the physical characteristics, geometric conditions, adjacent land uses, and current operating conditions.

Dalton Avenue

Dalton Avenue runs in a primarily east-west direction, and is a local roadway connecting Routes 8 and 9 to the east with the northern side of the City of Pittsfield. Dalton Avenue has a cross section consisting of two travel lanes (1 lane per direction), but widens to four travel lanes to the east. Dalton Avenue provides wide shoulders on each side of the roadway that are utilized for on-street parking, and sidewalks along both sides of the roadway. The pavement width is approximately 48-50 feet in front of the site. The posted speed limit along Dalton Avenue is 35 mph in the westbound direction of travel. The abutting land uses are primarily commercial/retail and residential.



Harvard Street

Harvard Street is a north-west local roadway connecting Tyler Street to the south with Springside Street to the north. Harvard Street has a cross section consisting of two travel lanes (1 per direction). The pavement width is approximately 30 feet in the vicinity of the project site, and there is no posted speed limit. Sidewalks and shoulders are provided along both sides of Harvard Street. Land use in the vicinity of the site along Harvard Street primarily consists of residential homes.

Intersection

The description of the study area intersection includes the physical characteristics, geometric conditions, and current operating conditions.

Dalton Avenue at Harvard Street

Harvard Street intersects *Dalton Avenue* from the north and south to form this four-way STOP controlled unsignalized intersection. Each approach to the intersection provides one multi-purpose lane. The Harvard Street north and southbound approaches are STOP controlled, while the Dalton Avenue approaches operate freely. The northeast and southeast corner land use consists of commercial uses, while the northwest corner consists of a residential home. The southwest corner of the intersection is the subject property where the development is proposed. This intersection provides sidewalks along both sides of both Dalton Avenue and Harvard Street. Crosswalks are provided along the northbound and southbound approaches.



Existing Traffic Volumes

Traffic volume counts at the study area intersections were conducted in November 2016. Manual turning movement counts (TMCs) were conducted during the typical weekday morning (7:00 AM to 9:00 AM) and Saturday midday (11:00 AM to 1:00 PM) peak hours. The peak hours for the weekday morning occurred from 8:00 to 9:00 AM. The Saturday midday peak hour occurred between 11:00 AM and 12:00 PM.

In addition to collecting turning movement counts, daily traffic volumes were collected on Dalton Avenue using Automated Traffic Recorders (ATRs). The resulting data from this ATR is summarized in Table 1.

Figure 2 illustrates the resulting 2016 Existing conditions peak period traffic volumes for the weekday morning and Saturday midday peak hours, respectively.

Table 1 Existing Traffic Volume Summary

Location	Daily ^a	Weekday Morning Peak Hour		
	Weekday	Volume ^b	K Factor ^c	Dir. Dist. ^d
Dalton Avenue west of Harvard Street ¹	15,300	890	5.8%	57% WB

Source: Innovative Data LLC (ATR) counts conducted in November 2016

a average daily traffic (ADT) volume expressed in vehicles per day

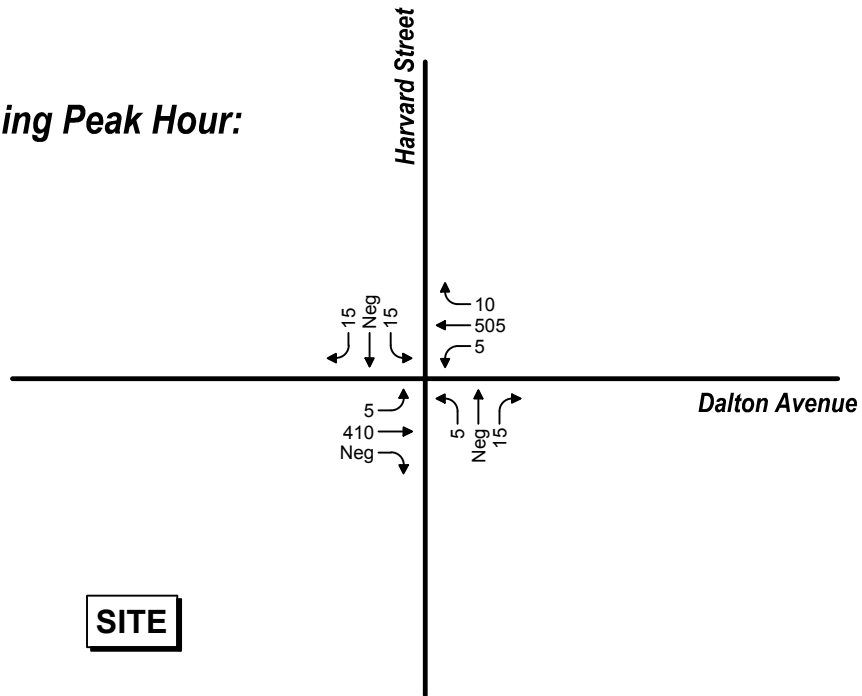
b peak period traffic volumes expressed in vehicles per hour

c percent of daily traffic that occurs during the peak period

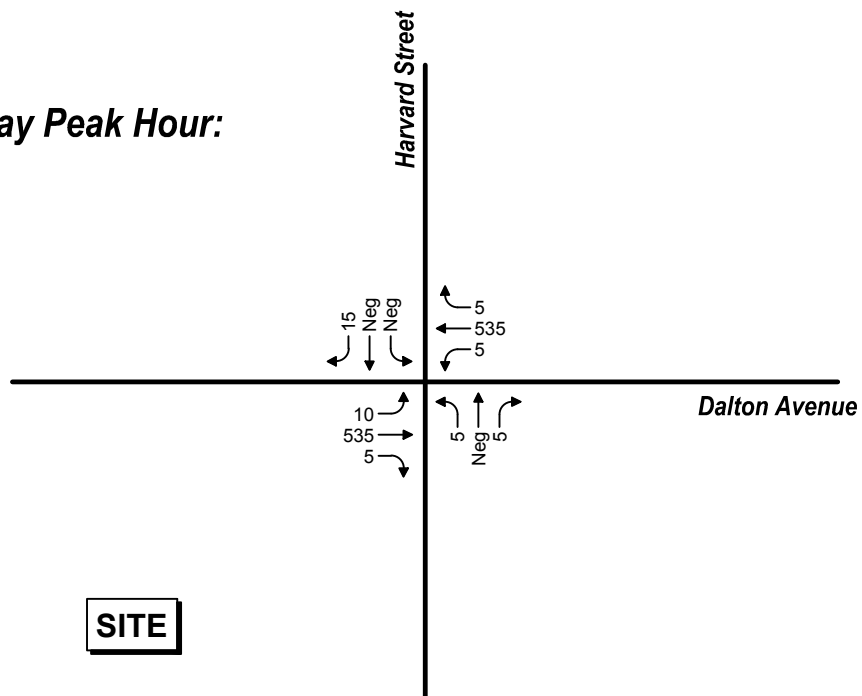
d directional distribution of peak period traffic

1 from 2016 ATR

Weekday Morning Peak Hour:



Saturday Midday Peak Hour:



Legend
 Neg
 XX →

<5 Vehicles
 Traffic Volume



Proposed Quick-Service Restaurant
 2016 Existing Conditions
 Peak Hour Traffic Volumes
 Pittsfield, Massachusetts

Figure 2



Safety Assessment

To identify accident trends and/or roadway deficiencies in the study area, accident data for the study area intersections were obtained from MassDOT for the most recently available five-year period (2009-2013). The data reports vehicle crashes with damage greater than \$1,000 or personal injury occurrences, which can give a good indication of safety along the study corridor.

An examination of available MassDOT crash data from 2009-2013 indicates that a total of 4 crashes occurred at the intersection of Dalton Avenue at Harvard Street. All of the crashes that occurred at this intersection were rear-end collisions.

The 2016 MassDOT average crash rates for signalized and unsignalized intersections statewide (MassDOT suggests using statewide rates due to the low sample total) are 0.82 and 0.70 crashes per million vehicle miles traveled, respectively. The crash rate for the study area intersection has been calculated, and it was determined that the intersection of Dalton Avenue at Harvard Street has a crash rate that is well below the district average crash rates. This is summarized below in Table 2, and the calculations can be seen in the attached Appendix.

Per the request of the City of Pittsfield, the number of crashes that occurred in the most recent available 5 year period at the existing Dunkin' Donuts location on 84 Dalton Avenue were also examined. While these are not reported in Table 2, they can be found in the Appendix. Results showed that approximately 11 vehicular crashes occurred at the existing Dunkin' Donuts driveway location, which is just over 2 crashes per year. While the crash rate cannot be calculated without the traffic volumes, it is not anticipated that it would exceed the MassDOT statewide average.

Table 2 Crash Summary

Intersection	2009-2013 Total Crashes	Calculated Crash Rates	MassDOT Crash Rate
Dalton Avenue at Harvard Street	4	0.13	0.58

Future Conditions

To determine the impacts of the site-generated traffic volumes on the surrounding roadway network, future traffic conditions were projected to a seven-year planning horizon (2023) per the Executive Office of Environmental Affairs/Executive Office of Transportation (EOEA/EOT) criteria for the preparation of a Traffic Impact and Access Study. Future traffic projections include regional background traffic growth, full occupancy of existing nearby facilities, and planned roadway improvements. Consideration of these factors resulted in the development of the No-Build traffic volumes. Anticipated site-generated traffic volumes were then added to the No-Build traffic flow networks to reflect the Build scenario with the proposed development.

No-Build Traffic Volumes

Traffic growth on area roadways is a function of the expected land development, economic activity, and changes in population demographics. A frequently used procedure is to estimate traffic that could be generated by planned new major developments, potentially affecting the study area roadways. Another procedure is to estimate an overall area annual percentage increase (historic data) and apply that increase to study area traffic volumes. For the purpose of this assessment, the latter methodologies was utilized, and a conservative growth percentage was chosen.

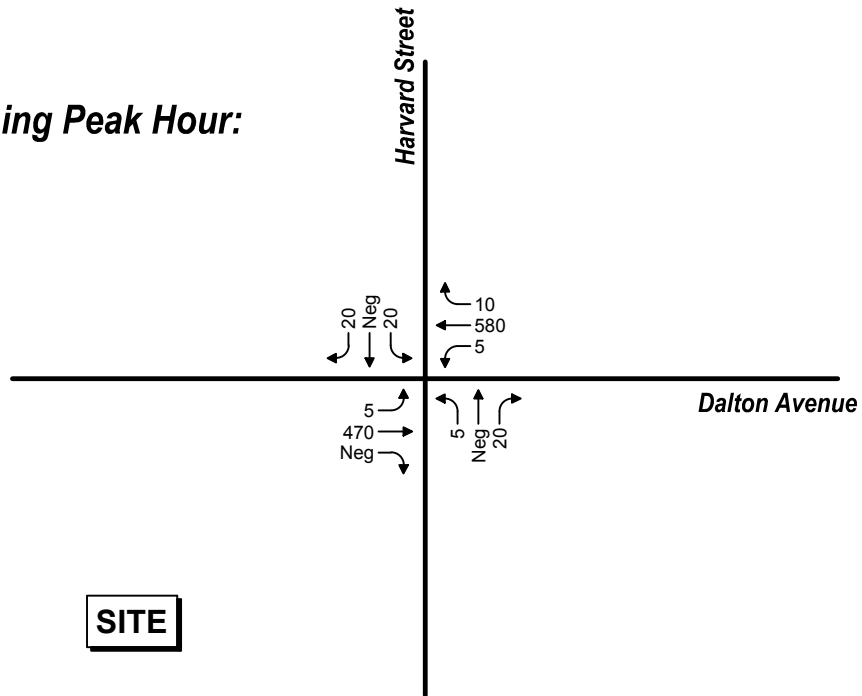
A conversation was held with the City of Pittsfield town planner, who indicated that a large vacant parcel currently exists to the southwest of the project site that has potential for future development. A developer has been considering the development of an approximately 200,000 square foot Super Walmart on this site, but an application to the City of Pittsfield has not yet been submitted. However, in order to provide a conservative analysis and because the potential exists for this site to be developed in the future whether it is a Walmart or another use, it was discussed with the City of Pittsfield that a higher than normal background growth rate would be utilized for this traffic assessment in order to account for any potential future developments.



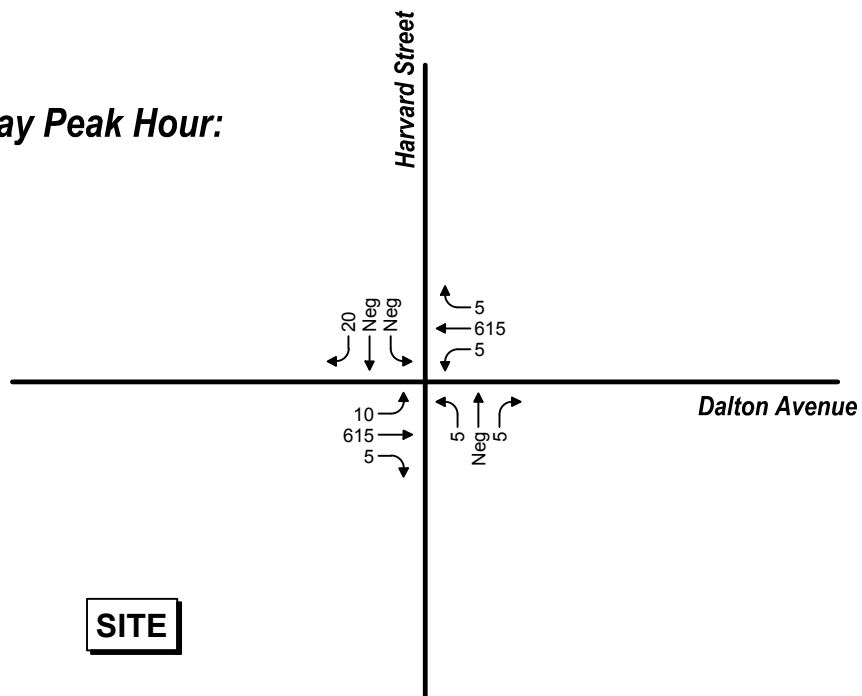
A review of available historic data indicated that annual daily traffic volumes in Pittsfield and the surrounding area have fluctuated over a recent ten-year period, and in most cases traffic volumes have decreased. To provide a conservative analysis, and to incorporate the potential growth associated with the surrounding developable parcels, a 2.0 percent per year growth factor was deemed appropriate.

To account for future traffic generated by any other developments, the 2.0 percent per year annual growth rate was added to the 2016 Existing traffic volumes in order to develop the projected 2023 No-Build (without the proposed project) weekday evening and Saturday peak hour traffic volumes, which can be seen in Figure 3.

Weekday Morning Peak Hour:



Saturday Midday Peak Hour:



Legend
 Neg
 XX →

<5 Vehicles
 Traffic Volume



Proposed Quick-Service Restaurant
 2023 No-Build Conditions
 Peak Hour Traffic Volumes
 Pittsfield, Massachusetts

Figure 3



Build Condition

Build traffic volumes for study area roadways were determined by estimating site-generated traffic volumes and distributing these volumes over the study area roadways. The site-generated volumes were added to the No-Build traffic volumes to create the Build traffic volume networks. The following sections describe the procedures used to develop the Build networks.

Site-Generated Traffic Volumes

In order to estimate the trip-generating characteristics for the proposed development, traffic projections derived from the trip generation rates published within the Institute of Transportation Engineers (ITE) *Trip Generation Manual*¹ were reviewed. ITE is the standard methodology used to project trips generated, which is based on a number of observations at other, similar land uses throughout the United States. For the proposed quick-service restaurant with drive-through window, ITE land use code (LUC) 937 "Coffee/Donut Shop with Drive-Through Window" was utilized to estimate trip generation for the proposed redevelopment.

Table 3 presents the weekday daily and Saturday midday peak hour estimated trip generation for the proposed redevelopment. The redevelopment would be expected to generate approximately 1,720 total vehicle trips on a daily basis, with approximately 210 (105 enter, 105 exit) vehicle trips expected during the weekday morning peak hour, and 175 (90 enter, 85 exit) vehicle trips during the Saturday midday peak hour.

As stated previously, the subject site is currently operating as two single family homes and a dry cleaner/laundromat. It can be assumed that during the peak hours of adjacent street traffic, the existing uses on site is generating an amount of traffic that will not be present when the proposed quick-serve restaurant with drive-through window is operational. To provide a conservative analysis, no traffic associated with the existing uses will be removed from the traffic networks.

While ITE rates estimate all traffic projected to be associated with each land use, not all of the project traffic will be new to the surrounding area. A portion of the vehicle-trips generated by the proposed site will be drawn from the existing traffic passing the site in the form of pass-by traffic or from roadways in the vicinity of the site in the form of diverted-link traffic. ITE data documents that approximately 50 percent of the traffic generated by a fast-food restaurant could be pass-by traffic during the weekday morning and weekday afternoon peak hours. In accordance with the Massachusetts Department of Transportation (MassDOT) TIA guidelines, ITE pass-by rates were used, where available, for the purpose of this TIA for the proposed



¹ [Trip Generation](#); Ninth Edition; Institute of Transportation Engineers; Washington, D.C.; 2012.



quick-service restaurant with drive-through window. Where ITE rates were not available (Saturday midday peak hour) a conservative 25% default pass-by rate was utilized in accordance with the Massachusetts Department of Transportation (MassDOT) TIA guidelines.

Regardless of the industry standards that are allowed regarding pass-by rates, coffee shops are known to be drive-by type land uses. Most visits to these establishments occur when a vehicle is on-route to their primary destination, whether it be work, shopping, or returning home. Therefore these trips are associated with vehicles that are already on the roadways. Based on this information, it can be presumed that the amount of pass-by trips detailed in Table 3 would be higher, and that the analyses contained within this study are conservative in nature.

Table 3 Proposed Trip Generation Summary

Time Period	Quick-Service Restaurant with drive-through window Trips (2,100 SF)¹	Pass-By Trips	Total New Site Generated Trips
<i>Weekday Daily^a</i>	1,720	430	1,290
Weekday Morning Peak Hour ^b			
Enter	105	50	55
Exit	<u>105</u>	<u>55</u>	<u>50</u>
Total	210	105	105
Saturday Midday Peak Hour ^b			
Enter	90	25	65
Exit	<u>85</u>	<u>20</u>	<u>65</u>
Total	175	45	130

Source: Trip Generation, 9th Edition; Institute of Transportation Engineers (ITE); Washington, D.C. (2012).
a Vehicles per day
b Vehicles per hour
1 Proposed quick-service restaurant with drive-through window trip generation based on LUC 937 for 2,100 SF



Trip Distribution

The trip distribution of site-generated traffic to the proposed redevelopment would be expected to reflect the vehicle patterns of existing volumes within the study area. Traffic was assigned to the site driveways based on these travel patterns shown in Table 4.

Table 4 Site-Generated Traffic Distribution

Direction	Roadway	All Peak Periods
To/From the north	Harvard Street	Negligible
To/From the south	Harvard Street	Negligible
To/From the west	Dalton Avenue	50%
To/From the east	Dalton Avenue	<u>50%</u>
Total		100 %



Site Driveways and Circulation

Access to the site will be provided via two driveways. Site Driveway 1 is proposed along Dalton Avenue approximately 100 feet west of Harvard Street. Site Driveway 2 is proposed along Harvard Street, approximately 230 feet south of Dalton Avenue. The proposed building is located in the center of the site, with parking areas on the west side of the site. The front entrance of the building will be located on the northwest building corner. The primary direction of travel throughout the site is one-way in the counter-clockwise direction, allowing for angled parking spaces and minimal conflicts with the drive-through window circulation. Approximately 20 parking spaces are provided to serve the project site.

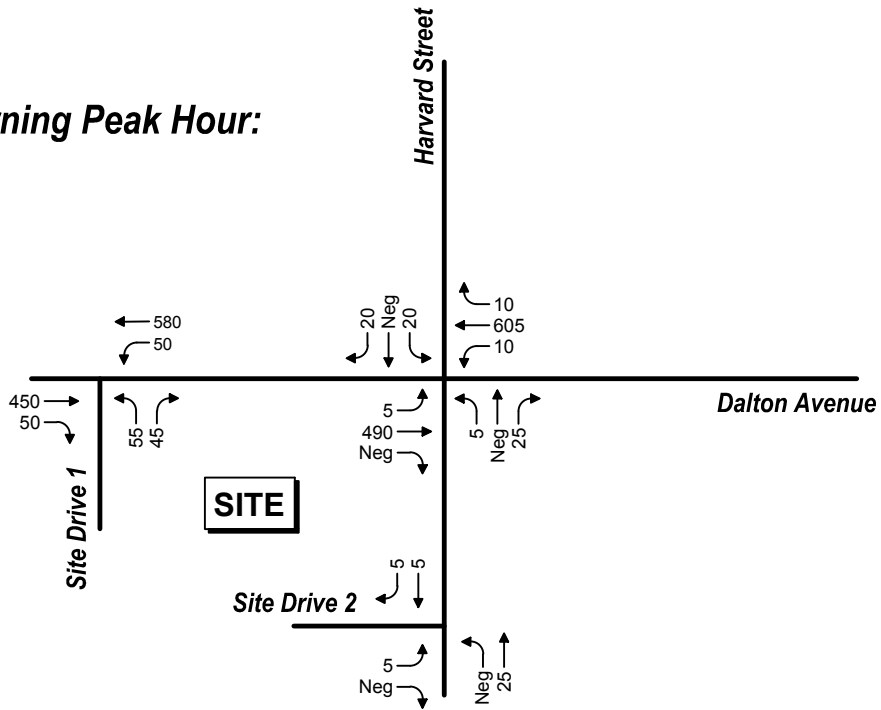
The drive-through lane provides sufficient queueing for drive-through vehicles without disrupting site circulation, customer parking, or driveway access. The enclosed site plan shows the ability for 4 vehicles to queue between the pick-up window and the order board, and an additional 9 plus vehicles to queue beyond the order board. The proposed site layout is ideal for one-way site circulation and drive-through queueing.

New sidewalks are proposed along the site frontage of Dalton Avenue and Harvard Street. An internal sidewalk path and crosswalk is provided within the site, to provide safe passageway for customers wishing to walk to the site. The sidewalk within the site connects the proposed front door to the sidewalk along Dalton Avenue. A proposed site plan can be seen in the Appendix.

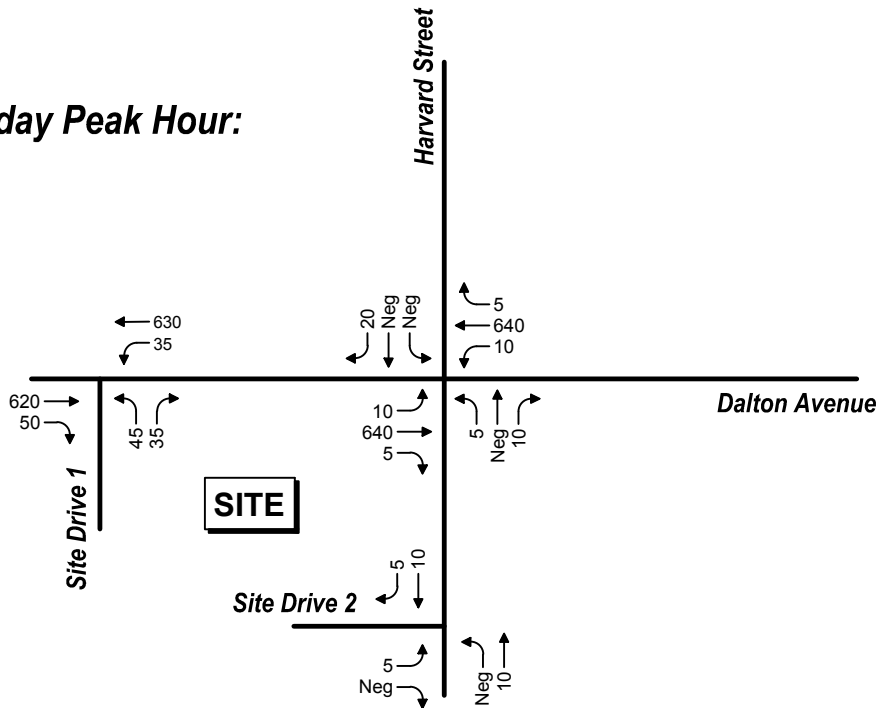
Build Traffic Volumes

The site-generated volumes were assigned to the roadway network according to the distribution patterns described above and combined with the No-Build traffic volumes to develop the Build peak hour networks. These traffic volumes are presented in Figure 4 for the weekday morning and Saturday midday peak hours.

Weekday Morning Peak Hour:



Saturday Midday Peak Hour:



Legend
 Neg
 XX →

<5 Vehicles
 Traffic Volume



Proposed Quick-Service Restaurant
 2023 Build Conditions
 Peak Hour Traffic Volumes
 Pittsfield, Massachusetts

Figure 4

Traffic Operations Analysis

Measuring existing traffic volumes and projecting future traffic volume quantifies traffic flow within the study area. To assess quality of traffic flow, roadway capacity analyses were conducted with respect to the 2016 Existing Conditions, 2023 Future No-Build Condition (without the proposed project) and 2023 Future Build Condition (with the proposed project). Capacity analyses provide an indication of how well the roadway infrastructure serves the traffic demands placed upon them. Roadway operating conditions are classified by calculated levels of service.

Level of Service Criteria

Level of service (LOS) is the term used to denote the different operating conditions that occur on a given roadway segment under various traffic volume loads. It is a qualitative measure of the effect of a number of factors, including roadway geometrics, speed, travel delay, freedom to maneuver and safety. Level of service provides an index to the operational qualities of a roadway segment or an intersection. Level of service designations range from A to F, with LOS A representing the best operating conditions and LOS F representing the worst operating conditions.

The evaluation criteria used to analyze area intersections are based on the *2000 Highway Capacity Manual*². The analyses were conducted using SYNCHRO 8 traffic analysis software for the weekday morning and Saturday midday peak hours. Level of service designation is reported differently for signalized and unsignalized intersections. For unsignalized intersections, the analysis assumes that traffic on the mainline is not affected by traffic on the side streets. The level of service is only determined for left-turns from the main street and all movements from the minor street. The overall level of service designation is for the most critical movement, which is most often the left-turn out of the side street. The LOS Criteria for signalized and unsignalized intersections are summarized in Table 5.



² [Highway Capacity Manual](#): Transportation Research Board: Washington D.C.; 2008.



Table 5 Level of Service Criteria

Level of Service	Signalized Intersection (Delay in Seconds)	Unsignalized Intersection (Delay in Seconds)
A	0 to 10 seconds	1 to 10 seconds
B	10 to 20 seconds	10 to 15 seconds
C	20 to 35 seconds	15 to 25 seconds
D	35 to 55 seconds	25 to 35 seconds
E	55 to 80 seconds	35 to 50 seconds
F	Greater than 80 seconds	Greater than 50 seconds

Source: 2000 Highway Capacity Manual Exhibits 16-2 and 17-2

Level of service analyses were conducted for the 2016 Existing, 2023 No-Build, and 2023 Build conditions for the weekday morning, weekday evening, and Saturday midday peak hours. The results of these analyses are summarized below.

Unsignalized Intersection Capacity Analysis

One unsignalized intersection was analyzed under the 2016 Existing and 2023 future No-Build conditions. For the 2023 future Build conditions, a total of three unsignalized intersections were analyzed, which includes the proposed site driveways. A summary of the unsignalized LOS is provided in Table 6. A detailed description of the operations at each intersection is listed below while the LOS analysis worksheets are included in the Appendix. For the unsignalized intersections encompassing a site driveway, the exiting driveway is the critical movement.

Dalton Avenue at Harvard Street

The Harvard Street northbound and southbound lanes at this intersection currently both operate at LOS B during the weekday morning and Saturday midday peak hours. Under the No-Build peak hour the northbound approach expected to remain at a LOS B while the southbound approach is expected to operate at a LOS C. No LOS deterioration is expected for either of these approaches during the Build conditions.

Proposed Site Driveways

During the Build conditions peak hours, both Site Drive 1 and Site Drive 2 are anticipated to operate at acceptable levels of service. Site Drive 1 is expected to operate at a LOS C during the Build weekday morning and Saturday midday peak hours, while Site Drive 2 is expected to operate at a LOS A during the Build weekday morning and Saturday midday peak hours.



Table 6 Unsignalized Intersection Capacity Analyses Summary – Weekday Evening Peak Hour

Location	Movement	2016 Existing				2023 No-Build				2023 Build			
		Dem ^a	v/c ^b	Delay ^c	LOS ^d	Dem	v/c	Delay	LOS	Dem	v/c	Delay	LOS
Dalton Avenue at Harvard Street	NB-LTR	21	0.05	12.1	B	26	0.06	12.8	B	26	0.08	13.0	B
	SB-LTR	30	0.09	13.6	B	40	0.13	15.2	C	40	0.14	15.9	C
Dalton Avenue at Site Drive 1	NB-LR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	90	0.24	15.6	C
Harvard Street at Site Drive 2	EB-LR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5	0.01	8.7	A

a demand in vehicles per hour for unsignalized intersections
b volume-to-capacity ratio for the critical movement
c delay of critical approach only
d level of service of the critical movement
EB, WB Eastbound, westbound
NB, SB Northbound, southbound
N/A movement not present under specified scenario

LR shared left/right-turn movements;
LTR shared left/through/right-turn movements
L left-turn movement
LT shared left/through-movement
R right-turn movement
T through-movement

Table 6 cont. Unsignalized Intersection Capacity Analyses Summary – Saturday Midday Peak Hour

Location	Movement	2016 Existing				2023 No-Build				2023 Build			
		Dem ^a	v/c ^b	Delay ^c	LOS ^d	Dem	v/c	Delay	LOS	Dem	v/c	Delay	LOS
Dalton Avenue at Harvard Street	NB-LTR	10	0.03	13.8	B	10	0.04	15.1	C	15	0.05	15.1	C
	SB-LTR	19	0.07	13.1	B	24	0.10	14.1	B	24	0.10	14.6	B
Dalton Avenue at Site Drive 1	NB-LR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	80	0.23	17.2	C
Harvard Street at Site Drive 2	EB-LR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5	0.01	8.7	A

a demand in vehicles per hour for unsignalized intersections
b volume-to-capacity ratio for the critical movement
c delay of critical approach only
d level of service of the critical movement
EB, WB Eastbound, westbound
NB, SB Northbound, southbound
N/A movement not present under specified scenario

LR shared left/right-turn movements;
LTR shared left/through/right-turn movements
L left-turn movement
LT shared left/through-movement
R right-turn movement
T through-movement

5

Conclusions

The preceding Transportation Impact Assessment was prepared to summarize the trip generation impacts and to review site access for the redevelopment of an existing site located at 68 Dalton Avenue in Pittsfield, Massachusetts. The site currently consists of a large building operating as a dry cleaners and launderer, as well as two single-family homes. The proposed redevelopment plan consists of the demolition of the existing buildings, and the construction of an approximately 2,100 square foot quick-service restaurant with drive-through window.

This study considered operations at existing intersections, analyzed the impacts of any traffic growth due to future development and considered the impact of the projected traffic generated by the proposed project. This study reviewed traffic conditions under 2016 existing, 2023 No-Build (without the project) and 2023 Build (with the project) conditions.

The traffic study provided an assessment of the intersection of Dalton Avenue at Harvard Street in the City Pittsfield, of which the project site is situated on the southwest corner. With the addition of the proposed site generated traffic, operational deficiencies are projected to be minimal at the study area intersection.

The findings of this study are as follows:

- Access to the site is proposed via two full access driveways, one on Dalton Avenue and one located on Harvard Street. Approximately 20 parking spaces are proposed to serve the redevelopment site.
- The crash rate for the study area intersection was calculated, and it was determined that the intersection of Dalton Avenue at Harvard Street has a crash rate that is well below the statewide average crash rate for unsignalized intersections.
- This proposed development is anticipated to generate 1,290 new daily trips, 105 (55 enter, 50 exit) net new weekday morning peak hour trips, and 130 (65 enter, 65 exit) net new Saturday midday peak hour trips. For the purpose of this TIA, the weekday morning and Saturday midday peak hours were



counted and analyzed, as they will experience the greatest impact cumulatively (existing traffic plus site generated traffic).

- The proposed use is known to be a primarily drive-by type land use. Most visits to these establishments occur when a vehicle is on-route to their primary destination, whether it be work, shopping, or returning home. Therefore these trips are associated with vehicles that are already on the roadways, and it can be presumed that the analyses contained within this study are conservative in nature.
- The site is currently operating as a dry cleaners and launderer, as well as two single-family homes. It can be assumed that during the peak hours of adjacent street traffic, the existing uses on site are generating traffic that will not be present when the proposed use is operational. To provide a conservative analysis, no traffic associated with the existing uses was removed from the traffic networks.
- The unsignalized intersection of Dalton Avenue at Harvard Street is currently operating at acceptable levels of service during peak hours, and is not expected to deteriorate in LOS with the addition of site generated traffic.
- The drive-through lane provides sufficient queueing for drive-through vehicles without disrupting site circulation, customer parking, or driveway access. The enclosed site plan shows the ability for 4 vehicles to queue between the pick-up window and the order board, and an additional 9 plus vehicles to queue beyond the order board.
- New sidewalks are proposed along the site frontage of Dalton Avenue and Harvard Street. An internal sidewalk path and crosswalk is provided within the site, to provide safe passageway for customers wishing to walk to the site. The sidewalk within the site connects the proposed front door to the sidewalk along Dalton Avenue.

The proposed development is expected to have a nominal impact on the traffic operating conditions along adjacent roadways. It is the finding of this impact study that the surrounding roadway network will adequately serve the proposed quick-service restaurant with drive-through window.



Appendix

Appendix No. & Title

Appendix A – Proposed Site Plan

Appendix B – Traffic Counts

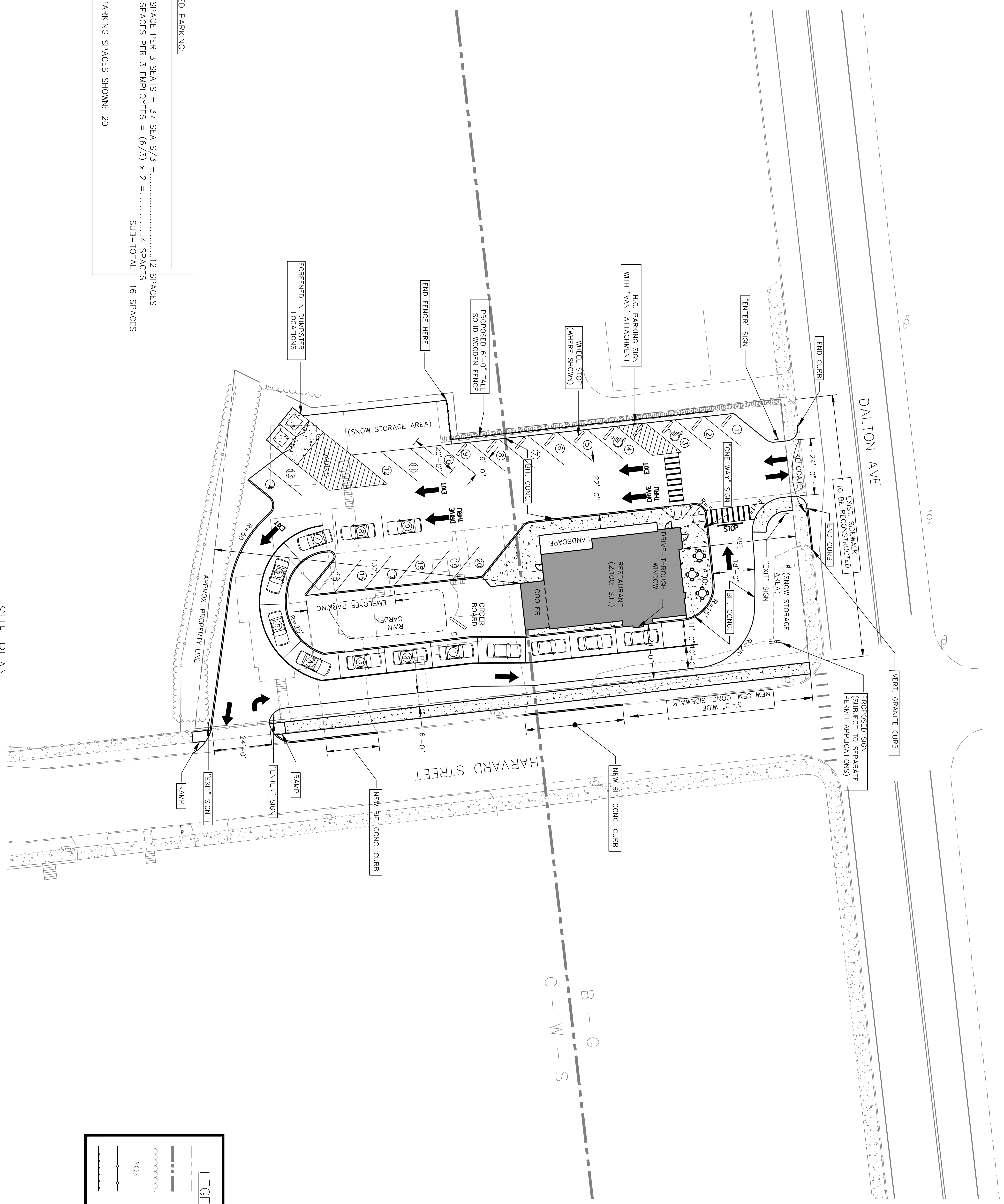
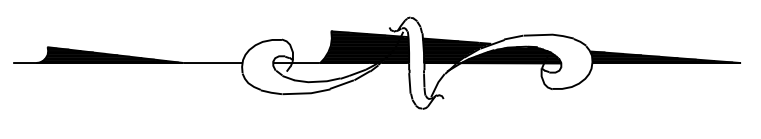
Appendix C - Crash Data

Appendix D – Trip Generation & Distribution

Appendix E – Intersection Capacity Analyses



Appendix A – Proposed Site Plan

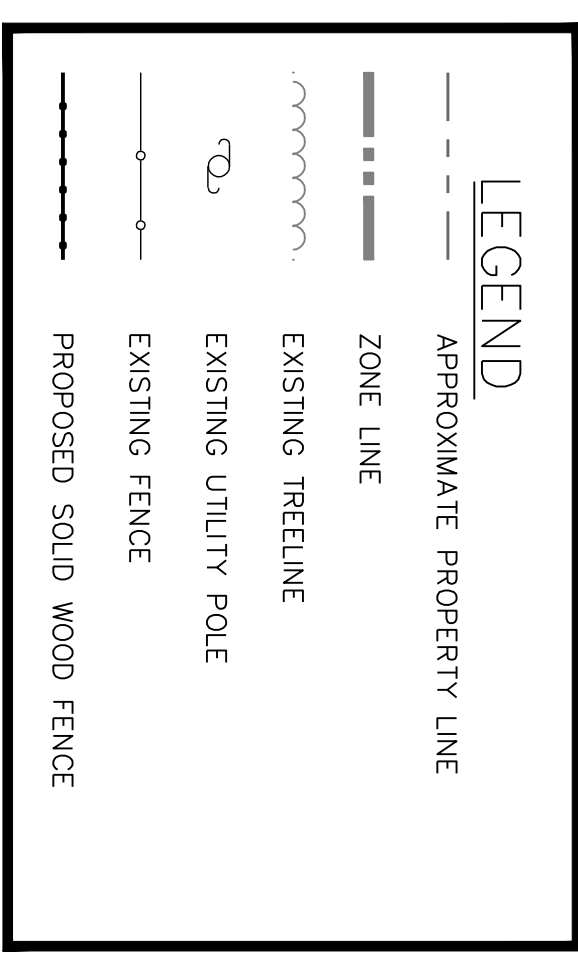


REQUIRED PARKING:

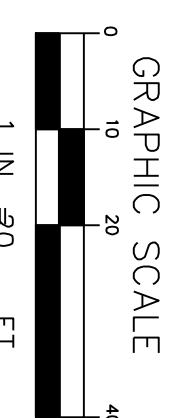
- (1) SPACE PER 3 SEATS = 37 SEATS/3 = 12 SPACES
- (2) SPACES PER 3 EMPLOYEES = (6/3) x 2 = 4 SPACES

SUB-TOTAL 16 SPACES

TOTAL PARKING SPACES SHOWN: 20



SITE PLAN
SCALE: 1"=20'



DESIGNER	DATE	CHECKED BY
JAMES N. SCALISE II	NOVEMBER 4, 2016	JMS II
PROJECT NO.	SHEET NO.	
160113	3	
SCALE: As Shown		

JAMES N. SCALISE II
SR. DESIGN GROUP PRESIDENT
PROFESSIONAL ENGINEER
LICENSE NO. 10000
PHONE: 413-443-3377

SR. DESIGN GROUP PROJECT #
160113

Design Group, Inc.
Civil Engineers • Surveyors • Consultants
2 FEDERICO DRIVE • PITTSFIELD, MASSACHUSETTS 01201 • (413) 443-3377

PLAN DESCRIPTION:
SITE PLAN

PLAN TO ACCOMPANY PERMIT APPLICATION
PREPARED FOR:
????????????????

LOCATED AT:
68 DALTON AVENUE
PITTSFIELD, MASSACHUSETTS



Appendix B – Traffic Counts



Location: Dalton Avenue
 Location: West of Harvard Street
 Location: Pittsfield, Massachusetts
 Client: VHB / J. Locke

Innovative Data, LLC

PO Box 468
 Belchertown, Massachusetts
 Innovatedataallc.com or 1.413.668.5094

Start Time	30-Nov-16 Wed		Eastbound		Westbound		Combined		01-Dec-Thu	Eastbound		Westbound		Combined	
	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.		A.M.	P.M.	A.M.	P.M.	A.M.	P.M.
12:00	15	109	13	182	28	291	14	159	13	127	27	286			
12:15	13	139	10	172	23	311	9	158	15	122	24	280			
12:30	8	117	10	173	18	290	8	120	8	129	16	249			
12:45	13	128	4	210	17	338	5	106	8	142	13	248			
01:00	3	110	15	187	18	297	6	138	3	127	9	265			
01:15	4	104	5	193	9	297	8	132	3	105	11	237			
01:30	8	112	8	182	16	294	2	114	3	133	5	247			
01:45	6	124	8	171	14	295	4	115	3	154	7	269			
02:00	4	134	5	175	9	309	10	142	7	108	17	250			
02:15	4	116	1	186	5	302	2	137	2	143	4	280			
02:30	1	148	1	170	2	318	3	144	2	129	5	273			
02:45	1	115	4	168	5	283	6	115	4	146	10	261			
03:00	1	133	5	189	6	322	9	150	5	150	14	300			
03:15	10	154	4	165	14	319	5	142	3	163	8	305			
03:30	1	177	2	146	3	323	6	140	4	147	10	287			
03:45	7	169	5	152	12	321	7	186	2	104	9	290			
04:00	6	179	0	116	6	295	4	195	3	136	7	331			
04:15	5	176	5	121	10	297	9	158	4	122	13	280			
04:30	8	184	14	104	22	288	8	170	10	115	18	285			
04:45	19	183	11	117	30	300	12	157	13	135	25	292			
05:00	7	137	11	130	18	267	15	144	13	101	28	245			
05:15	10	165	18	127	28	292	11	168	16	146	27	314			
05:30	22	147	31	112	53	259	22	168	26	105	48	273			
05:45	28	118	32	115	60	233	24	125	33	109	57	234			
06:00	33	109	37	96	70	205	26	104	34	102	60	206			
06:15	39	97	41	85	80	182	37	119	52	112	89	231			
06:30	51	81	93	91	144	172	57	97	79	129	136	226			
06:45	76	64	104	89	180	153	61	97	97	114	158	211			
07:00	51	85	117	76	168	161	65	83	92	87	157	170			
07:15	71	65	128	89	199	154	72	80	151	83	223	163			
07:30	78	55	110	86	188	141	90	56	102	78	192	134			
07:45	79	71	149	72	228	143	85	76	156	73	241	149			
08:00	71	64	124	62	195	126	87	64	123	75	210	139			
08:15	96	59	113	66	209	125	115	71	126	61	241	132			
08:30	99	52	137	59	236	111	116	58	128	71	244	129			
08:45	110	42	138	63	248	105	119	43	136	63	255	106			
09:00	95	49	99	58	194	107	123	47	103	68	226	115			
09:15	95	56	98	65	193	121	114	44	102	56	216	100			
09:30	106	36	106	55	212	91	108	48	119	57	227	105			
09:45	124	37	103	38	227	75	128	52	119	41	247	93			
10:00	109	43	97	39	206	82	131	26	104	54	235	80			
10:15	120	25	133	44	253	69	106	42	109	43	215	85			
10:30	121	16	147	26	268	42	132	35	103	39	235	74			
10:45	125	26	165	29	290	55	140	26	118	39	258	65			
11:00	123	31	153	30	276	61	117	29	114	38	231	67			
11:15	112	27	183	28	295	55	140	20	112	26	252	46			
11:30	106	25	150	13	256	38	150	37	116	26	266	63			
11:45	155	11	165	11	320	22	158	13	119	28	277	41			
Total	2449	4604	3112	5133	5561	9737	2686	4850	2817	4661	5503	9511			
Day Total	7053		8245		15298		7536		7478		15014				
% Total	16.0%	30.1%	20.3%	33.6%			17.9%	32.3%	18.8%	31.0%					
Peak	11:00	04:00	10:45	00:45	11:00	03:00	11:00	03:45	07:45	02:45	11:00	03:15			
Vol.	496	722	651	772	1147	1285	565	709	533	606	1026	1213			
P.H.F.	0.800	0.981	0.889	0.919	0.896	0.995	0.894	0.909	0.854	0.929	0.926	0.916			
ADT	ADT 15,146		AADT 15,146												

Innovative Data, LLC

PO Box 468

Belchertown, Massachusetts

Innovativedatallc.com or 1.413.668.5094

Location: Dalton Avenue

Location: West of Harvard Street

Location: Pittsfield, Massachusetts

Client: VHB / J. Locke

Eastbound																	
Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	85th Percent	95th Percent
11/30/16	2	0	2	3	24	12	6	0	0	0	0	0	0	0	49	39	42
01:00	0	0	1	3	8	6	1	0	1	1	0	0	0	0	21	38	40
02:00	0	0	0	2	2	5	1	0	0	0	0	0	0	0	10	39	40
03:00	0	1	1	1	7	4	4	0	1	0	0	0	0	0	19	41	43
04:00	0	0	2	8	13	12	3	0	0	0	0	0	0	0	38	38	41
05:00	2	3	5	13	24	16	2	2	0	0	0	0	0	0	67	37	39
06:00	3	0	13	58	85	36	2	2	0	0	0	0	0	0	199	36	38
07:00	6	11	27	108	90	34	3	0	0	0	0	0	0	0	279	35	38
08:00	10	13	34	135	154	25	5	0	0	0	0	0	0	0	376	34	37
09:00	2	18	49	176	140	31	4	0	0	0	0	0	0	0	420	34	37
10:00	8	24	104	195	125	19	0	0	0	0	0	0	0	0	475	32	35
11:00	8	31	126	241	79	8	2	0	0	1	0	0	0	0	496	31	34
12 PM	7	29	89	256	101	11	0	0	0	0	0	0	0	0	493	31	34
13:00	9	9	48	205	151	23	4	1	0	0	0	0	0	0	450	33	36
14:00	24	28	146	218	88	9	0	0	0	0	0	0	0	0	513	31	34
15:00	13	28	133	279	157	22	1	0	0	0	0	0	0	0	633	32	35
16:00	29	52	214	316	101	9	0	1	0	0	0	0	0	0	722	30	33
17:00	13	19	117	297	105	15	1	0	0	0	0	0	0	0	567	31	34
18:00	6	1	32	140	136	28	8	0	0	0	0	0	0	0	351	34	38
19:00	4	3	36	98	111	21	3	0	0	0	0	0	0	0	276	34	37
20:00	6	2	16	65	102	24	2	0	0	0	0	0	0	0	217	35	37
21:00	6	0	8	48	82	31	3	0	0	0	0	0	0	0	178	36	39
22:00	4	2	1	24	51	21	6	1	0	0	0	0	0	0	110	37	41
23:00	3	2	3	20	52	12	2	0	0	0	0	0	0	0	94	35	38
Total	165	276	1207	2909	1988	434	63	7	2	2	0	0	0	0	7053		
Percent	2.3%	3.9%	17.1%	41.2%	28.2%	6.2%	0.9%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	08:00	11:00	11:00	11:00	08:00	06:00	00:00	05:00	11:00	01:00	01:00				11:00		
Vol.	10	31	126	241	154	36	6	2	1	1					496		
PM Peak	16:00	16:00	16:00	16:00	15:00	21:00	18:00	13:00							16:00		
Vol.	29	52	214	316	157	31	8	1							722		

Innovative Data, LLC

PO Box 468

Belchertown, Massachusetts

Innovativedatallc.com or 1.413.668.5094

Location: Dalton Avenue
 Location: West of Harvard Street
 Location: Pittsfield, Massachusetts
 Client: VHB / J. Locke

Eastbound																		
Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	76	999	Total	85th Percent	95th Percent
12/01/16	2	1	5	5	16	7	0	0	0	0	0	0	0	0	0	36	36	39
01:00	0	0	1	2	8	6	2	1	0	0	0	0	0	0	0	20	39	41
02:00	0	0	0	4	6	10	0	0	1	0	0	0	0	0	0	21	38	40
03:00	2	1	2	4	13	2	3	0	0	0	0	0	0	0	0	27	36	42
04:00	1	0	4	6	12	7	3	0	0	0	0	0	0	0	0	33	38	41
05:00	0	1	3	26	23	15	4	0	0	0	0	0	0	0	0	72	37	40
06:00	9	2	12	58	57	36	7	0	0	0	0	0	0	0	0	181	37	40
07:00	6	7	23	117	124	26	9	0	0	0	0	0	0	0	0	312	34	38
08:00	11	11	40	159	183	31	2	0	0	0	0	0	0	0	0	437	34	36
09:00	5	9	46	210	163	37	2	1	0	0	0	0	0	0	0	473	34	36
10:00	12	21	102	240	114	17	3	0	0	0	0	0	0	0	0	509	32	35
11:00	11	6	81	250	189	28	0	0	0	0	0	0	0	0	0	565	33	35
12 PM	8	8	55	229	209	28	5	1	0	0	0	0	0	0	0	543	34	36
13:00	11	14	71	218	148	35	2	0	0	0	0	0	0	0	0	499	33	36
14:00	10	7	72	241	184	24	0	0	0	0	0	0	0	0	0	538	33	35
15:00	15	11	93	322	153	22	2	0	0	0	0	0	0	0	0	618	32	35
16:00	21	40	172	303	122	21	1	0	0	0	0	0	0	0	0	680	31	34
17:00	24	26	146	265	122	18	4	0	0	0	0	0	0	0	0	605	31	35
18:00	7	6	59	185	141	19	0	0	0	0	0	0	0	0	0	417	33	35
19:00	3	6	20	126	103	32	5	0	0	0	0	0	0	0	0	295	34	38
20:00	6	1	15	60	110	40	3	1	0	0	0	0	0	0	0	236	36	39
21:00	3	0	8	39	90	48	3	0	0	0	0	0	0	0	0	191	37	39
22:00	5	2	2	27	57	29	7	0	0	0	0	0	0	0	0	129	37	40
23:00	8	2	1	20	40	21	4	3	0	0	0	0	0	0	0	99	38	43
Total	180	182	1033	3116	2387	559	71	7	1	0	0	0	0	0	0	7536		
Percent	2.4%	2.4%	13.7%	41.3%	31.7%	7.4%	0.9%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	10:00	10:00	10:00	11:00	11:00	09:00	07:00	01:00	02:00							11:00		
Vol.	12	21	102	250	189	37	9	1	1							565		
PM Peak	17:00	16:00	16:00	15:00	12:00	21:00	22:00	23:00								16:00		
Vol.	24	40	172	322	209	48	7	3								680		
Total	345	458	2240	6025	4375	993	134	14	3	2	0	0	0	0	0	14589		
Percent	2.4%	3.1%	15.4%	41.3%	30.0%	6.8%	0.9%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			

15th Percentile : 22 MPH
 50th Percentile : 28 MPH
 85th Percentile : 33 MPH
 95th Percentile : 36 MPH

Stats
 10 MPH Pace Speed : 25-34 MPH
 Number in Pace : 9362
 Percent in Pace : 64.2%
 Number of Vehicles > 40 MPH : 248
 Percent of Vehicles > 40 MPH : 1.7%
 Mean Speed(Average) : 28 MPH

Innovative Data, LLC

PO Box 468

Belchertown, Massachusetts

Innovativedatallc.com or 1.413.668.5094

Location: Dalton Avenue

Location: West of Harvard Street

Location: Pittsfield, Massachusetts

Client: VHB / J. Locke

Westbound																	
Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	85th Percent	95th Percent
11/30/16	0	1	1	4	17	11	3	0	0	0	0	0	0	0	37	38	41
01:00	1	0	3	9	11	9	1	1	1	0	0	0	0	0	36	37	40
02:00	0	1	1	1	3	4	1	0	0	0	0	0	0	0	11	38	39
03:00	0	1	1	2	6	6	0	0	0	0	0	0	0	0	16	38	39
04:00	0	0	1	5	11	12	1	0	0	0	0	0	0	0	30	38	40
05:00	1	1	5	23	41	17	4	0	0	0	0	0	0	0	92	36	40
06:00	4	2	12	83	119	47	5	2	1	0	0	0	0	0	275	36	39
07:00	11	7	51	237	174	21	2	1	0	0	0	0	0	0	504	33	35
08:00	3	5	56	284	148	15	1	0	0	0	0	0	0	0	512	32	35
09:00	9	8	79	234	64	11	1	0	0	0	0	0	0	0	406	31	34
10:00	4	14	150	273	96	4	1	0	0	0	0	0	0	0	542	31	33
11:00	9	20	227	305	83	7	0	0	0	0	0	0	0	0	651	30	33
12 PM	10	34	216	372	96	8	1	0	0	0	0	0	0	0	737	30	33
13:00	7	17	181	398	123	6	1	0	0	0	0	0	0	0	733	31	33
14:00	10	42	258	311	73	5	0	0	0	0	0	0	0	0	699	29	32
15:00	19	30	207	319	66	10	1	0	0	0	0	0	0	0	652	30	33
16:00	7	11	129	256	51	3	0	0	1	0	0	0	0	0	458	30	32
17:00	10	10	114	248	94	8	0	0	0	0	0	0	0	0	484	31	34
18:00	3	2	50	171	112	21	2	0	0	0	0	0	0	0	361	33	36
19:00	4	2	27	133	138	18	1	0	0	0	0	0	0	0	323	34	36
20:00	0	3	9	105	102	26	5	0	0	0	0	0	0	0	250	35	38
21:00	1	1	14	69	101	26	3	1	0	0	0	0	0	0	216	35	38
22:00	1	1	1	25	77	30	3	0	0	0	0	0	0	0	138	37	39
23:00	3	1	2	24	32	16	2	2	0	0	0	0	0	0	82	36	39
Total	117	214	1795	3891	1838	341	39	7	3	0	0	0	0	0	8245		
Percent	1.4%	2.6%	21.8%	47.2%	22.3%	4.1%	0.5%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	07:00	11:00	11:00	11:00	07:00	06:00	06:00	06:00	01:00						11:00		
Vol.	11	20	227	305	174	47	5	2	1						651		
PM Peak	15:00	14:00	14:00	13:00	19:00	22:00	20:00	23:00	16:00						12:00		
Vol.	19	42	258	398	138	30	5	2	1						737		

Innovative Data, LLC

PO Box 468

Belchertown, Massachusetts

Innovativedatallc.com or 1.413.668.5094

Location: Dalton Avenue

Location: West of Harvard Street

Location: Pittsfield, Massachusetts

Client: VHB / J. Locke

Westbound																		
Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	76	999	Total	85th Percent	95th Percent
12/01/16	1	0	0	12	18	12	1	0	0	0	0	0	0	0	0	44	37	39
01:00	1	0	1	2	5	3	0	0	0	0	0	0	0	0	0	12	36	37
02:00	0	0	0	1	6	7	1	0	0	0	0	0	0	0	0	15	39	40
03:00	0	0	2	6	3	3	0	0	0	0	0	0	0	0	0	14	35	37
04:00	1	1	1	8	7	8	4	0	0	0	0	0	0	0	0	30	40	42
05:00	3	0	5	22	41	14	2	1	0	0	0	0	0	0	0	88	36	38
06:00	7	1	16	103	110	24	1	0	0	0	0	0	0	0	0	262	34	37
07:00	8	5	55	244	167	18	3	0	1	0	0	0	0	0	0	501	33	35
08:00	7	11	72	280	126	16	1	0	0	0	0	0	0	0	0	513	32	35
09:00	6	10	65	224	119	18	1	0	0	0	0	0	0	0	0	443	32	35
10:00	5	5	88	241	90	3	2	0	0	0	0	0	0	0	0	434	31	34
11:00	6	4	71	249	113	18	0	0	0	0	0	0	0	0	0	461	32	35
12 PM	6	6	119	256	120	13	0	0	0	0	0	0	0	0	0	520	32	35
13:00	2	13	136	276	89	3	0	0	0	0	0	0	0	0	0	519	31	33
14:00	8	4	95	271	134	14	0	0	0	0	0	0	0	0	0	526	32	35
15:00	17	5	145	303	88	5	1	0	0	0	0	0	0	0	0	564	30	33
16:00	9	21	124	258	87	8	1	0	0	0	0	0	0	0	0	508	31	34
17:00	10	15	78	276	72	10	0	0	0	0	0	0	0	0	0	461	31	34
18:00	6	5	64	259	111	11	1	0	0	0	0	0	0	0	0	457	32	35
19:00	5	3	33	148	112	19	1	0	0	0	0	0	0	0	0	321	33	36
20:00	4	2	30	101	114	18	1	0	0	0	0	0	0	0	0	270	34	36
21:00	0	0	7	100	93	21	1	0	0	0	0	0	0	0	0	222	34	37
22:00	1	1	5	46	89	27	6	0	0	0	0	0	0	0	0	175	36	39
23:00	1	1	6	30	58	20	2	0	0	0	0	0	0	0	0	118	36	39
Total	114	113	1218	3716	1972	313	30	1	1	0	0	0	0	0	0	7478		
Percent	1.5%	1.5%	16.3%	49.7%	26.4%	4.2%	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	07:00	08:00	10:00	08:00	07:00	06:00	04:00	05:00	07:00							08:00		
Vol.	8	11	88	280	167	24	4	1	1							513		
PM Peak	15:00	16:00	15:00	15:00	14:00	22:00	22:00									15:00		
Vol.	17	21	145	303	134	27	6									564		
Total	231	327	3013	7607	3810	654	69	8	4	0	0	0	0	0	0	15723		
Percent	1.5%	2.1%	19.2%	48.4%	24.2%	4.2%	0.4%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			

15th Percentile : 22 MPH
 50th Percentile : 27 MPH
 85th Percentile : 32 MPH
 95th Percentile : 35 MPH

Stats
 10 MPH Pace Speed : 24-33 MPH
 Number in Pace : 10858
 Percent in Pace : 69.15%
 Number of Vehicles > 40 MPH : 148
 Percent of Vehicles > 40 MPH : 0.9%
 Mean Speed(Average) : 28 MPH

Innovative Data, LLC

PO Box 468

Belchertown, Massachusetts

Innovativedatallc.com or 1.413.668.5094

Location: Dalton Avenue
 Location: West of Harvard Street
 Location: Pittsfield, Massachusetts
 Client: VHB / J. Locke

Eastbound, Westbound

Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	85th Percent	95th Percent
11/30/16	2	1	3	7	41	23	9	0	0	0	0	0	0	0	86	39	42
01:00	1	0	4	12	19	15	2	1	2	1	0	0	0	0	57	37	39
02:00	0	1	1	3	5	9	2	0	0	0	0	0	0	0	21	39	41
03:00	0	2	2	3	13	10	4	0	1	0	0	0	0	0	35	39	42
04:00	0	0	3	13	24	24	4	0	0	0	0	0	0	0	68	38	41
05:00	3	4	10	36	65	33	6	2	0	0	0	0	0	0	159	37	40
06:00	7	2	25	141	204	83	7	4	1	0	0	0	0	0	474	36	39
07:00	17	18	78	345	264	55	5	1	0	0	0	0	0	0	783	34	37
08:00	13	18	90	419	302	40	6	0	0	0	0	0	0	0	888	33	36
09:00	11	26	128	410	204	42	5	0	0	0	0	0	0	0	826	33	36
10:00	12	38	254	468	221	23	1	0	0	0	0	0	0	0	1017	31	34
11:00	17	51	353	546	162	15	2	0	0	1	0	0	0	0	1147	30	33
12 PM	17	63	305	628	197	19	1	0	0	0	0	0	0	0	1230	31	34
13:00	16	26	229	603	274	29	5	1	0	0	0	0	0	0	1183	32	35
14:00	34	70	404	529	161	14	0	0	0	0	0	0	0	0	1212	30	33
15:00	32	58	340	598	223	32	2	0	0	0	0	0	0	0	1285	31	34
16:00	36	63	343	572	152	12	0	1	1	0	0	0	0	0	1180	30	33
17:00	23	29	231	545	199	23	1	0	0	0	0	0	0	0	1051	31	34
18:00	9	3	82	311	248	49	10	0	0	0	0	0	0	0	712	34	37
19:00	8	5	63	231	249	39	4	0	0	0	0	0	0	0	599	34	36
20:00	6	5	25	170	204	50	7	0	0	0	0	0	0	0	467	35	38
21:00	7	1	22	117	183	57	6	1	0	0	0	0	0	0	394	35	38
22:00	5	3	2	49	128	51	9	1	0	0	0	0	0	0	248	37	40
23:00	6	3	5	44	84	28	4	2	0	0	0	0	0	0	176	36	40
Total	282	490	3002	6800	3826	775	102	14	5	2	0	0	0	0	15298		
Percent	1.8%	3.2%	19.6%	44.5%	25.0%	5.1%	0.7%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	07:00	11:00	11:00	11:00	08:00	06:00	00:00	06:00	01:00	01:00							11:00
Vol.	17	51	353	546	302	83	9	4	2	1							1147
PM Peak	16:00	14:00	14:00	12:00	13:00	21:00	18:00	23:00	16:00								15:00
Vol.	36	70	404	628	274	57	10	2	1								1285

Innovative Data, LLC

PO Box 468

Belchertown, Massachusetts

Innovativedatallc.com or 1.413.668.5094

Location: Dalton Avenue
 Location: West of Harvard Street
 Location: Pittsfield, Massachusetts
 Client: VHB / J. Locke

Eastbound, Westbound

Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	76	999	Total	85th Percent	95th Percent
12/01/16	3	1	5	17	34	19	1	0	0	0	0	0	0	0	0	80	37	39
01:00	1	0	2	4	13	9	2	1	0	0	0	0	0	0	0	32	37	40
02:00	0	0	0	5	12	17	1	0	1	0	0	0	0	0	0	36	38	40
03:00	2	1	4	10	16	5	3	0	0	0	0	0	0	0	0	41	37	41
04:00	2	1	5	14	19	15	7	0	0	0	0	0	0	0	0	63	39	43
05:00	3	1	8	48	64	29	6	1	0	0	0	0	0	0	0	160	37	40
06:00	16	3	28	161	167	60	8	0	0	0	0	0	0	0	0	443	35	39
07:00	14	12	78	361	291	44	12	0	1	0	0	0	0	0	0	813	33	36
08:00	18	22	112	439	309	47	3	0	0	0	0	0	0	0	0	950	33	36
09:00	11	19	111	434	282	55	3	1	0	0	0	0	0	0	0	916	33	36
10:00	17	26	190	481	204	20	5	0	0	0	0	0	0	0	0	943	32	34
11:00	17	10	152	499	302	46	0	0	0	0	0	0	0	0	0	1026	33	35
12 PM	14	14	174	485	329	41	5	1	0	0	0	0	0	0	0	1063	33	35
13:00	13	27	207	494	237	38	2	0	0	0	0	0	0	0	0	1018	32	35
14:00	18	11	167	512	318	38	0	0	0	0	0	0	0	0	0	1064	33	35
15:00	32	16	238	625	241	27	3	0	0	0	0	0	0	0	0	1182	31	34
16:00	30	61	296	561	209	29	2	0	0	0	0	0	0	0	0	1188	31	34
17:00	34	41	224	541	194	28	4	0	0	0	0	0	0	0	0	1066	31	34
18:00	13	11	123	444	252	30	1	0	0	0	0	0	0	0	0	874	32	35
19:00	8	9	53	274	215	51	6	0	0	0	0	0	0	0	0	616	34	37
20:00	10	3	45	161	224	58	4	1	0	0	0	0	0	0	0	506	35	38
21:00	3	0	15	139	183	69	4	0	0	0	0	0	0	0	0	413	36	38
22:00	6	3	7	73	146	56	13	0	0	0	0	0	0	0	0	304	37	40
23:00	9	3	7	50	98	41	6	3	0	0	0	0	0	0	0	217	36	40
Total	294	295	2251	6832	4359	872	101	8	2	0	0	0	0	0	0	15014		
Percent	2.0%	2.0%	15.0%	45.5%	29.0%	5.8%	0.7%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	08:00	10:00	10:00	11:00	08:00	06:00	07:00	01:00	02:00									
Vol.	18	26	190	499	309	60	12	1	1							1026		
PM Peak	17:00	16:00	16:00	15:00	12:00	21:00	22:00	23:00										
Vol.	34	61	296	625	329	69	13	3								1188		
Total	576	785	5253	13632	8185	1647	203	22	7	2	0	0	0	0	0	30312		
Percent	1.9%	2.6%	17.3%	45.0%	27.0%	5.4%	0.7%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			

15th Percentile : 22 MPH
 50th Percentile : 27 MPH
 85th Percentile : 33 MPH
 95th Percentile : 36 MPH

Stats
 10 MPH Pace Speed : 24-33 MPH
 Number in Pace : 20079
 Percent in Pace : 66.2%
 Number of Vehicles > 40 MPH : 396
 Percent of Vehicles > 40 MPH : 1.3%
 Mean Speed(Average) : 28 MPH

Innovative Data, LLC

PO Box 468

Belchertown, Massachusetts

Innovativedatallc.com or 1.413.668.5094

Location: Dalton Avenue
 Location: West of Harvard Street
 Location: Pittsfield, Massachusetts
 Client: VHB / J. Locke

Eastbound

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
11/30/16	1	40	6	0	1	0	0	0	0	0	0	0	0	1	49
01:00	0	17	3	0	1	0	0	0	0	0	0	0	0	0	21
02:00	0	9	1	0	0	0	0	0	0	0	0	0	0	0	10
03:00	1	15	3	0	0	0	0	0	0	0	0	0	0	0	19
04:00	0	33	3	1	1	0	0	0	0	0	0	0	0	0	38
05:00	0	46	18	1	2	0	0	0	0	0	0	0	0	0	67
06:00	0	145	45	1	4	1	0	1	1	0	0	0	0	1	199
07:00	4	209	45	7	5	1	0	2	3	0	0	0	0	3	279
08:00	2	286	65	4	11	3	0	0	3	0	0	0	0	2	376
09:00	3	337	63	1	9	3	0	2	0	0	0	0	0	2	420
10:00	4	382	57	3	19	6	0	0	2	0	0	0	0	2	475
11:00	5	378	86	1	9	6	0	5	3	0	0	0	0	3	496
12 PM	4	397	68	3	11	4	0	1	0	1	0	0	0	4	493
13:00	1	349	79	2	9	2	0	0	0	0	0	0	0	8	450
14:00	6	410	63	3	9	7	0	3	3	0	0	0	0	9	513
15:00	10	500	93	1	15	6	0	3	1	0	0	0	0	4	633
16:00	6	588	101	4	10	6	0	1	0	0	0	0	0	6	722
17:00	4	472	78	0	2	3	0	0	2	0	1	0	0	5	567
18:00	4	299	41	0	5	1	0	0	0	0	0	0	0	1	351
19:00	1	232	32	0	6	2	0	0	0	0	0	0	0	3	276
20:00	1	183	26	0	2	3	0	0	0	0	0	0	0	2	217
21:00	2	157	17	0	1	1	0	0	0	0	0	0	0	0	178
22:00	1	88	15	0	3	1	0	0	0	0	0	0	0	2	110
23:00	0	84	7	0	0	1	0	0	0	0	0	0	0	2	94
Total	60	5656	1015	32	135	57	0	18	18	1	1	0	0	60	7053
Percent	0.9%	80.2%	14.4%	0.5%	1.9%	0.8%	0.0%	0.3%	0.3%	0.0%	0.0%	0.0%	0.0%	0.9%	
AM Peak	11:00	10:00	11:00	07:00	10:00	10:00		11:00	07:00					07:00	
Vol.	5	382	86	7	19	6		5	3					3	
PM Peak	15:00	16:00	16:00	16:00	15:00	14:00		14:00	14:00	12:00	17:00			14:00	
Vol.	10	588	101	4	15	7		3	3	1	1			9	

Innovative Data, LLC

PO Box 468

Belchertown, Massachusetts

Innovativedatallc.com or 1.413.668.5094

Location: Dalton Avenue
 Location: West of Harvard Street
 Location: Pittsfield, Massachusetts
 Client: VHB / J. Locke

Eastbound															
Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12/01/16	0	30	5	0	0	0	0	0	0	0	0	0	0	1	36
01:00	0	18	2	0	0	0	0	0	0	0	0	0	0	0	20
02:00	0	20	1	0	0	0	0	0	0	0	0	0	0	0	21
03:00	1	21	3	0	1	1	0	0	0	0	0	0	0	0	27
04:00	0	27	5	1	0	0	0	0	0	0	0	0	0	0	33
05:00	0	52	18	1	1	0	0	0	0	0	0	0	0	0	72
06:00	2	127	43	1	3	2	0	0	0	0	0	0	0	3	181
07:00	3	223	61	7	10	3	0	2	1	0	0	0	0	2	312
08:00	7	347	55	5	15	3	0	1	1	0	0	0	0	3	437
09:00	3	370	76	2	16	2	0	1	0	0	0	0	0	3	473
10:00	8	400	74	2	13	6	1	1	0	0	0	0	0	4	509
11:00	11	463	70	2	12	3	0	0	2	1	0	0	0	1	565
12 PM	5	440	73	4	11	7	0	0	0	1	0	0	0	2	543
13:00	3	399	71	4	14	6	0	0	1	0	0	0	0	1	499
14:00	3	423	85	3	14	7	0	0	1	0	0	0	0	2	538
15:00	6	513	82	1	7	5	0	0	0	0	0	0	0	4	618
16:00	4	575	77	3	7	7	0	2	0	0	0	0	0	5	680
17:00	9	505	73	0	6	3	0	4	0	1	0	0	0	4	605
18:00	7	341	55	1	8	1	0	1	0	0	0	0	0	3	417
19:00	2	237	45	0	6	1	0	0	0	0	0	0	0	4	295
20:00	4	206	21	0	3	0	0	0	0	0	0	0	0	2	236
21:00	1	161	26	0	1	2	0	0	0	0	0	0	0	0	191
22:00	0	108	13	0	0	3	0	0	1	0	0	0	0	4	129
23:00	3	85	7	0	0	0	0	0	1	0	0	0	0	3	99
Total	82	6091	1041	37	148	62	1	12	8	3	0	0	0	51	7536
Percent	1.1%	80.8%	13.8%	0.5%	2.0%	0.8%	0.0%	0.2%	0.1%	0.0%	0.0%	0.0%	0.0%	0.7%	
AM Peak	11:00	11:00	09:00	07:00	09:00	10:00	10:00	07:00	11:00	11:00				10:00	
Vol.	11	463	76	7	16	6	1	2	2	1				4	
PM Peak	17:00	16:00	14:00	12:00	13:00	12:00		17:00	13:00	12:00				16:00	
Vol.	9	575	85	4	14	7		4	1	1				5	
Grand Total	142	11747	2056	69	283	119	1	30	26	4	1	0	0	111	14589
Percent	1.0%	80.5%	14.1%	0.5%	1.9%	0.8%	0.0%	0.2%	0.2%	0.0%	0.0%	0.0%	0.0%	0.8%	

Innovative Data, LLC

PO Box 468

Belchertown, Massachusetts

Innovativedatallc.com or 1.413.668.5094

Location: Dalton Avenue
 Location: West of Harvard Street
 Location: Pittsfield, Massachusetts
 Client: VHB / J. Locke

Westbound															
Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
11/30/16	0	32	5	0	0	0	0	0	0	0	0	0	0	0	37
01:00	0	35	1	0	0	0	0	0	0	0	0	0	0	0	36
02:00	0	10	0	0	1	0	0	0	0	0	0	0	0	0	11
03:00	0	15	0	0	0	0	0	0	1	0	0	0	0	0	16
04:00	0	16	13	0	0	1	0	0	0	0	0	0	0	0	30
05:00	1	75	13	0	2	0	0	0	0	0	0	0	0	1	92
06:00	7	215	34	3	6	4	0	3	2	0	0	0	0	1	275
07:00	15	393	75	3	8	1	0	2	1	0	0	0	0	6	504
08:00	3	398	84	4	15	2	0	2	2	0	0	0	0	2	512
09:00	7	303	71	3	9	3	1	0	4	1	0	0	0	4	406
10:00	4	405	88	3	25	3	0	3	5	1	0	1	0	4	542
11:00	13	493	93	7	23	5	1	3	1	5	1	0	2	4	651
12 PM	9	588	94	6	18	4	0	1	10	0	1	0	0	6	737
13:00	4	584	92	10	23	5	0	3	4	1	0	0	0	7	733
14:00	14	566	82	4	15	0	0	3	7	0	0	0	0	8	699
15:00	13	521	88	2	15	2	0	3	2	0	0	0	0	6	652
16:00	9	381	50	3	3	1	0	5	2	0	0	0	0	4	458
17:00	9	401	60	2	6	1	0	3	0	0	0	0	0	2	484
18:00	7	300	47	0	2	2	0	0	0	0	0	0	0	3	361
19:00	8	279	34	0	2	0	0	0	0	0	0	0	0	0	323
20:00	4	228	17	0	0	0	0	0	0	0	0	0	0	1	250
21:00	3	187	24	0	1	0	0	0	0	0	0	0	0	1	216
22:00	0	116	17	0	3	0	0	0	1	0	0	0	0	1	138
23:00	0	72	8	0	0	0	0	0	0	0	0	0	0	2	82
Total	130	6613	1090	50	177	34	2	31	42	8	2	1	2	63	8245
Percent	1.6%	80.2%	13.2%	0.6%	2.1%	0.4%	0.0%	0.4%	0.5%	0.1%	0.0%	0.0%	0.0%	0.8%	
AM Peak	07:00	11:00	11:00	11:00	10:00	11:00	09:00	06:00	10:00	11:00	11:00	10:00	11:00	07:00	
Vol.	15	493	93	7	25	5	1	3	5	5	1	1	2	6	
PM Peak	14:00	12:00	12:00	13:00	13:00	13:00		16:00	12:00	13:00	12:00			14:00	
Vol.	14	588	94	10	23	5		5	10	1	1			8	

Innovative Data, LLC

PO Box 468

Belchertown, Massachusetts

Innovativedatallc.com or 1.413.668.5094

Location: Dalton Avenue
 Location: West of Harvard Street
 Location: Pittsfield, Massachusetts
 Client: VHB / J. Locke

Westbound															
Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12/01/16	0	38	5	0	0	0	0	0	0	0	0	0	0	1	44
01:00	0	9	2	0	0	0	0	0	0	0	0	0	0	1	12
02:00	0	14	0	0	0	0	0	0	1	0	0	0	0	0	15
03:00	0	12	1	0	1	0	0	0	0	0	0	0	0	0	14
04:00	1	22	7	0	0	0	0	0	0	0	0	0	0	0	30
05:00	1	66	12	0	4	1	0	1	1	0	0	0	0	2	88
06:00	8	199	42	4	4	1	0	0	2	0	0	0	0	2	262
07:00	8	404	71	4	5	2	1	3	0	0	0	0	0	3	501
08:00	3	431	63	3	7	1	0	1	1	0	0	0	0	3	513
09:00	7	332	81	1	11	1	1	2	2	0	0	0	0	5	443
10:00	7	340	68	3	10	1	0	0	2	0	0	0	0	3	434
11:00	4	379	66	2	4	1	1	0	1	0	0	0	0	3	461
12 PM	10	429	61	3	9	1	0	1	1	0	0	0	0	5	520
13:00	3	419	74	5	8	5	1	0	1	0	0	0	0	3	519
14:00	9	419	71	3	17	0	0	0	1	0	0	0	0	6	526
15:00	13	449	77	1	11	0	1	5	0	0	0	0	0	7	564
16:00	11	419	59	3	7	0	0	1	2	0	0	0	0	6	508
17:00	10	395	46	4	3	0	0	1	0	0	0	0	0	2	461
18:00	6	379	61	1	8	0	0	0	0	0	0	0	0	2	457
19:00	7	272	34	0	4	1	0	1	0	0	0	0	0	2	321
20:00	4	237	25	0	2	0	0	0	0	0	0	0	0	2	270
21:00	1	197	22	0	2	0	0	0	0	0	0	0	0	0	222
22:00	3	157	13	0	2	0	0	0	0	0	0	0	0	0	175
23:00	2	107	8	0	0	0	0	0	1	0	0	0	0	0	118
Total	118	6125	969	37	119	15	5	16	16	0	0	0	0	58	7478
Percent	1.6%	81.9%	13.0%	0.5%	1.6%	0.2%	0.1%	0.2%	0.2%	0.0%	0.0%	0.0%	0.0%	0.8%	
AM Peak	06:00	08:00	09:00	06:00	09:00	07:00	07:00	07:00	06:00					09:00	
Vol.	8	431	81	4	11	2	1	3	2					5	
PM Peak	15:00	15:00	15:00	13:00	14:00	13:00	13:00	15:00	16:00					15:00	
Vol.	13	449	77	5	17	5	1	5	2					7	
Grand Total	248	12738	2059	87	296	49	7	47	58	8	2	1	2	121	15723
Percent	1.6%	81.0%	13.1%	0.6%	1.9%	0.3%	0.0%	0.3%	0.4%	0.1%	0.0%	0.0%	0.0%	0.8%	

Innovative Data, LLC

PO Box 468

Belchertown, Massachusetts

Innovativedatallc.com or 1.413.668.5094

Location: Dalton Avenue
 Location: West of Harvard Street
 Location: Pittsfield, Massachusetts
 Client: VHB / J. Locke

Eastbound, Westbound

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
11/30/16	1	72	11	0	1	0	0	0	0	0	0	0	0	1	86
01:00	0	52	4	0	1	0	0	0	0	0	0	0	0	0	57
02:00	0	19	1	0	1	0	0	0	0	0	0	0	0	0	21
03:00	1	30	3	0	0	0	0	0	1	0	0	0	0	0	35
04:00	0	49	16	1	1	1	0	0	0	0	0	0	0	0	68
05:00	1	121	31	1	4	0	0	0	0	0	0	0	0	1	159
06:00	7	360	79	4	10	5	0	4	3	0	0	0	0	2	474
07:00	19	602	120	10	13	2	0	4	4	0	0	0	0	9	783
08:00	5	684	149	8	26	5	0	2	5	0	0	0	0	4	888
09:00	10	640	134	4	18	6	1	2	4	1	0	0	0	6	826
10:00	8	787	145	6	44	9	0	3	7	1	0	1	0	6	1017
11:00	18	871	179	8	32	11	1	8	4	5	1	0	2	7	1147
12 PM	13	985	162	9	29	8	0	2	10	1	1	0	0	10	1230
13:00	5	933	171	12	32	7	0	3	4	1	0	0	0	15	1183
14:00	20	976	145	7	24	7	0	6	10	0	0	0	0	17	1212
15:00	23	1021	181	3	30	8	0	6	3	0	0	0	0	10	1285
16:00	15	969	151	7	13	7	0	6	2	0	0	0	0	10	1180
17:00	13	873	138	2	8	4	0	3	2	0	1	0	0	7	1051
18:00	11	599	88	0	7	3	0	0	0	0	0	0	0	4	712
19:00	9	511	66	0	8	2	0	0	0	0	0	0	0	3	599
20:00	5	411	43	0	2	3	0	0	0	0	0	0	0	3	467
21:00	5	344	41	0	2	1	0	0	0	0	0	0	0	1	394
22:00	1	204	32	0	6	1	0	0	1	0	0	0	0	3	248
23:00	0	156	15	0	0	1	0	0	0	0	0	0	0	4	176
Total	190	12269	2105	82	312	91	2	49	60	9	3	1	2	123	15298
Percent	1.2%	80.2%	13.8%	0.5%	2.0%	0.6%	0.0%	0.3%	0.4%	0.1%	0.0%	0.0%	0.0%	0.8%	
AM Peak	07:00	11:00	11:00	07:00	10:00	11:00	09:00	11:00	10:00	11:00	11:00	10:00	11:00	07:00	
Vol.	19	871	179	10	44	11	1	8	7	5	1	1	2	9	
PM Peak	15:00	15:00	15:00	13:00	13:00	12:00		14:00	12:00	12:00	12:00			14:00	
Vol.	23	1021	181	12	32	8		6	10	1	1			17	

Innovative Data, LLC

PO Box 468

Belchertown, Massachusetts

Innovativedatallc.com or 1.413.668.5094

Location: Dalton Avenue
 Location: West of Harvard Street
 Location: Pittsfield, Massachusetts
 Client: VHB / J. Locke

Eastbound, Westbound

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
12/01/16	0	68	10	0	0	0	0	0	0	0	0	0	0	2	80
01:00	0	27	4	0	0	0	0	0	0	0	0	0	0	1	32
02:00	0	34	1	0	0	0	0	0	1	0	0	0	0	0	36
03:00	1	33	4	0	2	1	0	0	0	0	0	0	0	0	41
04:00	1	49	12	1	0	0	0	0	0	0	0	0	0	0	63
05:00	1	118	30	1	5	1	0	1	1	0	0	0	0	2	160
06:00	10	326	85	5	7	3	0	0	2	0	0	0	0	5	443
07:00	11	627	132	11	15	5	1	5	1	0	0	0	0	5	813
08:00	10	778	118	8	22	4	0	2	2	0	0	0	0	6	950
09:00	10	702	157	3	27	3	1	3	2	0	0	0	0	8	916
10:00	15	740	142	5	23	7	1	1	2	0	0	0	0	7	943
11:00	15	842	136	4	16	4	1	0	3	1	0	0	0	4	1026
12 PM	15	869	134	7	20	8	0	1	1	1	0	0	0	7	1063
13:00	6	818	145	9	22	11	1	0	2	0	0	0	0	4	1018
14:00	12	842	156	6	31	7	0	0	2	0	0	0	0	8	1064
15:00	19	962	159	2	18	5	1	5	0	0	0	0	0	11	1182
16:00	15	994	136	6	14	7	0	3	2	0	0	0	0	11	1188
17:00	19	900	119	4	9	3	0	5	0	1	0	0	0	6	1066
18:00	13	720	116	2	16	1	0	1	0	0	0	0	0	5	874
19:00	9	509	79	0	10	2	0	1	0	0	0	0	0	6	616
20:00	8	443	46	0	5	0	0	0	0	0	0	0	0	4	506
21:00	2	358	48	0	3	2	0	0	0	0	0	0	0	0	413
22:00	3	265	26	0	2	3	0	0	1	0	0	0	0	4	304
23:00	5	192	15	0	0	0	0	0	2	0	0	0	0	3	217
Total	200	12216	2010	74	267	77	6	28	24	3	0	0	0	109	15014
Percent	1.3%	81.4%	13.4%	0.5%	1.8%	0.5%	0.0%	0.2%	0.2%	0.0%	0.0%	0.0%	0.0%	0.7%	
AM Peak	10:00	11:00	09:00	07:00	09:00	10:00	07:00	07:00	11:00	11:00				09:00	
Vol.	15	842	157	11	27	7	1	5	3	1				8	
PM Peak	15:00	16:00	15:00	13:00	14:00	13:00	13:00	15:00	13:00	12:00				15:00	
Vol.	19	994	159	9	31	11	1	5	2	1				11	
Grand Total	390	24485	4115	156	579	168	8	77	84	12	3	1	2	232	30312
Percent	1.3%	80.8%	13.6%	0.5%	1.9%	0.6%	0.0%	0.3%	0.3%	0.0%	0.0%	0.0%	0.0%	0.8%	



Innovative Data, LLC

PO Box 468
 Belchertown, Massachusetts
 Innovativedata.com or 1.413.668.5094

N / S: Harvard Street
 E / W: Dalton Avenue
 City, State: Pittsfield, Massachusetts
 Client: VHB / J. Locke

File Name : AM Peak - Dalton Ave @ Harvard St
 Site Code : 1
 Start Date : 11/17/2016
 Page No : 1

Groups Printed- Heavy Vehicles

Start Time	Harvard From North					Dalton From East					Harvard From South					Dalton From West					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
07:00 AM	1	0	0	0	1	0	2	0	0	2	0	0	0	0	0	0	6	0	0	6	9
07:15 AM	0	0	0	0	0	0	4	0	0	4	0	0	0	0	0	0	3	0	0	3	7
07:30 AM	0	0	0	0	0	0	1	0	0	1	0	0	1	0	1	1	2	0	0	3	5
07:45 AM	0	0	0	0	0	0	5	0	0	5	0	0	0	0	0	0	5	0	0	5	10
Total	1	0	0	0	1	0	12	0	0	12	0	0	1	0	1	1	16	0	0	17	31
08:00 AM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	2
08:15 AM	1	0	0	0	1	0	6	0	0	6	0	0	0	0	0	0	3	0	0	3	10
08:30 AM	1	0	0	0	1	0	2	1	0	3	0	0	0	0	0	0	6	0	0	6	10
08:45 AM	0	0	0	0	0	0	4	0	0	4	0	0	0	0	0	0	1	0	0	1	5
Total	2	0	0	0	2	0	13	1	0	14	0	0	0	0	0	0	11	0	0	11	27
Grand Total	3	0	0	0	3	0	25	1	0	26	0	0	1	0	1	1	27	0	0	28	58
Apprch %	100	0	0	0		0	96.2	3.8	0		0	0	100	0		3.6	96.4	0	0		
Total %	5.2	0	0	0	5.2	0	43.1	1.7	0	44.8	0	0	1.7	0	1.7	1.7	46.6	0	0	48.3	

Start Time	Harvard From North					Dalton From East					Harvard From South					Dalton From West					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:45 AM																					
07:45 AM	0	0	0	0	0	0	5	0	0	5	0	0	0	0	0	0	5	0	0	5	10
08:00 AM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	2
08:15 AM	1	0	0	0	1	0	6	0	0	6	0	0	0	0	0	0	3	0	0	3	10
08:30 AM	1	0	0	0	1	0	2	1	0	3	0	0	0	0	0	0	6	0	0	6	10
Total Volume	2	0	0	0	2	0	14	1	0	15	0	0	0	0	0	0	15	0	0	15	32
% App. Total	100	0	0	0		0	93.3	6.7	0		0	0	0	0		0	100	0	0		
PHF	.500	.000	.000	.000	.500	.000	.583	.250	.000	.625	.000	.000	.000	.000	.000	.000	.625	.000	.000	.625	.800



Innovative Data, LLC

PO Box 468

Belchertown, Massachusetts

Innovativedata.com or 1.413.668.5094

N / S: Harvard Street
 E / W: Dalton Avenue
 City, State: Pittsfield, Massachusetts
 Client: VHB / J. Locke

File Name : Sat Peak - Dalton Ave @ Harvard St
 Site Code : 2
 Start Date : 11/19/2016
 Page No : 1

Groups Printed- PCs and Peds - Heavy Vehicles - Bicycles

Start Time	Harvard From North					Dalton From East					Harvard From South					Dalton From West					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
11:00 AM	3	0	0	0	3	2	141	1	0	144	3	0	2	1	6	1	136	3	0	140	293
11:15 AM	7	2	0	0	9	1	130	3	0	134	2	0	1	3	6	5	130	4	0	139	288
11:30 AM	3	0	2	1	6	0	135	3	0	138	0	0	1	1	2	1	132	4	1	138	284
11:45 AM	0	0	0	2	2	2	130	0	0	132	1	0	1	2	4	0	138	1	0	139	277
Total	13	2	2	3	20	5	536	7	0	548	6	0	5	7	18	7	536	12	1	556	1142
12:00 PM	4	0	0	6	10	0	148	2	0	150	2	0	2	0	4	0	124	0	0	124	288
12:15 PM	4	0	0	4	8	4	125	0	0	129	2	0	1	0	3	0	127	7	1	135	275
12:30 PM	0	0	2	6	8	2	107	2	1	112	0	0	0	1	1	2	143	4	1	150	271
12:45 PM	4	0	1	4	9	3	117	0	0	120	1	0	1	2	4	1	128	3	2	134	267
Total	12	0	3	20	35	9	497	4	1	511	5	0	4	3	12	3	522	14	4	543	1101
Grand Total	25	2	5	23	55	14	1033	11	1	1059	11	0	9	10	30	10	1058	26	5	1099	2243
Apprch %	45.5	3.6	9.1	41.8		1.3	97.5	1	0.1		36.7	0	30	33.3		0.9	96.3	2.4	0.5		
Total %	1.1	0.1	0.2	1	2.5	0.6	46.1	0.5	0	47.2	0.5	0	0.4	0.4	1.3	0.4	47.2	1.2	0.2	49	
PCs and Peds	24	2	5	22	53	14	1025	11	1	1051	11	0	8	10	29	10	1047	25	5	1087	2220
% PCs and Peds	96	100	100	95.7	96.4	100	99.2	100	100	99.2	100	0	88.9	100	96.7	100	99	96.2	100	98.9	99
Heavy Vehicles	1	0	0	0	1	0	7	0	0	7	0	0	1	0	1	0	9	1	0	10	19
% Heavy Vehicles	4	0	0	0	1.8	0	0.7	0	0	0.7	0	0	11.1	0	3.3	0	0.9	3.8	0	0.9	0.8
Bicycles	0	0	0	1	1	0	1	0	0	1	0	0	0	0	0	0	2	0	0	2	4
% Bicycles	0	0	0	4.3	1.8	0	0.1	0	0	0.1	0	0	0	0	0	0	0.2	0	0	0.2	0.2

Start Time	Harvard From North					Dalton From East					Harvard From South					Dalton From West					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
Peak Hour Analysis From 11:00 AM to 12:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 11:00 AM																					
11:00 AM	3	0	0	0	3	2	141	1	0	144	3	0	2	1	6	1	136	3	0	140	293
11:15 AM	7	2	0	0	9	1	130	3	0	134	2	0	1	3	6	5	130	4	0	139	288
11:30 AM	3	0	2	1	6	0	135	3	0	138	0	0	1	1	2	1	132	4	1	138	284
11:45 AM	0	0	0	2	2	2	130	0	0	132	1	0	1	2	4	0	138	1	0	139	277
Total Volume	13	2	2	3	20	5	536	7	0	548	6	0	5	7	18	7	536	12	1	556	1142
% App. Total	65	10	10	15		0.9	97.8	1.3	0		33.3	0	27.8	38.9		1.3	96.4	2.2	0.2		
PHF	.464	.250	.250	.375	.556	.625	.950	.583	.000	.951	.500	.000	.625	.583	.750	.350	.971	.750	.250	.993	.974
PCs and Peds	24	2	5	22	53	14	1025	11	1	1051	11	0	8	10	29	10	1047	25	5	1087	2220
% PCs and Peds	92.3	100	100	100	95.0	100	99.4	100	0	99.5	100	0	80.0	100	94.4	100	98.7	100	100	98.7	98.9
Heavy Vehicles	1	0	0	0	1	0	3	0	0	3	0	0	1	0	1	0	5	0	0	5	10
% Heavy Vehicles	7.7	0	0	0	5.0	0	0.6	0	0	0.5	0	0	20.0	0	5.6	0	0.9	0	0	0.9	0.9
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	4
% Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.4	0	0	0.4	0.2



Innovative Data, LLC

PO Box 468

Belchertown, Massachusetts

Innovativedata.com or 1.413.668.5094

N / S: Harvard Street
 E / W: Dalton Avenue
 City, State: Pittsfield, Massachusetts
 Client: VHB / J. Locke

File Name : Sat Peak - Dalton Ave @ Harvard St
 Site Code : 2
 Start Date : 11/19/2016
 Page No : 1

Groups Printed- Heavy Vehicles

Start Time	Harvard From North					Dalton From East					Harvard From South					Dalton From West					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
11:00 AM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	2
11:15 AM	1	0	0	0	1	0	1	0	0	1	0	0	1	0	1	0	2	0	0	2	5
11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	1
11:45 AM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	2
Total	1	0	0	0	1	0	3	0	0	3	0	0	1	0	1	0	5	0	0	5	10
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	2
12:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	1
12:45 PM	0	0	0	0	0	0	3	0	0	3	0	0	0	0	0	0	2	1	0	3	6
Total	0	0	0	0	0	0	4	0	0	4	0	0	0	0	0	0	4	1	0	5	9
Grand Total	1	0	0	0	1	0	7	0	0	7	0	0	1	0	1	0	9	1	0	10	19
Apprch %	100	0	0	0		0	100	0	0		0	0	100	0		0	90	10	0		
Total %	5.3	0	0	0	5.3	0	36.8	0	0	36.8	0	0	5.3	0	5.3	0	47.4	5.3	0	52.6	

Start Time	Harvard From North					Dalton From East					Harvard From South					Dalton From West					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
Peak Hour Analysis From 11:00 AM to 12:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 11:00 AM																					
11:00 AM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	2
11:15 AM	1	0	0	0	1	0	1	0	0	1	0	0	1	0	1	0	2	0	0	2	5
11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	1
11:45 AM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	2
Total Volume	1	0	0	0	1	0	3	0	0	3	0	0	1	0	1	0	5	0	0	5	10
% App. Total	100	0	0	0		0	100	0	0		0	0	100	0		0	100	0	0		
PHF	.250	.000	.000	.000	.250	.000	.750	.000	.000	.750	.000	.000	.250	.000	.250	.000	.625	.000	.000	.625	.500



Appendix C - Crash Data

Vehicular Crash Summary (2009-2013)

	Dalton Avenue at Harvard Street
Year	
2009	0
2010	1
2011	1
2012	1
2013	1
Total	4

Collision Type	
Angle	0
Head-on	0
Rear-end	4
Rear-to-Rear	0
Sideswipe	0
Single vehicle crash	0
Total	4

Crash Severity	
Fatal injury	0
Non-fatal injury	1
Property damage only (none injured)	3
Total	4

Time of Day	
Weekday, 7:00 AM - 9:00 AM	0
Weekday, 4:00 PM - 6:00 PM	0
Saturday, 11:00 AM - 2:00 PM	1
Weekday, other time	3
Weekend, other time	0
Total	4

Pavement Conditions	
Dry	3
Wet	1
Snow	0
Ice	0
Unknown	0
Not reported	0
Total	4

Non Motorist (Bike, Pedestrian)	
Total	0

Calculated Crash Rate	0.13
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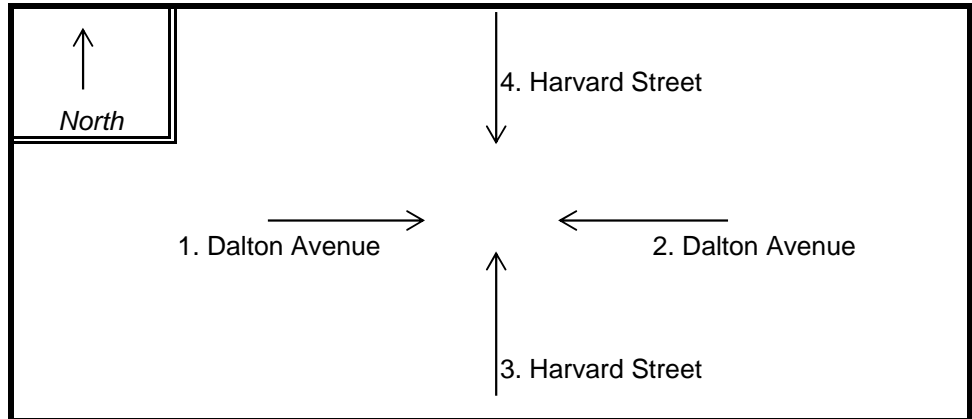
INTERSECTION CRASH RATE WORKSHEET

CITY/TOWN : Pittsfield, MA COUNT DATE : 11/17/2016
 DISTRICT : 1 UNSIGNALIZED : **yes** SIGNALIZED :

~ INTERSECTION DATA ~

MAJOR STREET : Dalton Avenue
 MINOR STREET(S) : Harvard Street

**INTERSECTION
 DIAGRAM**
 (Label Approaches)



PEAK HOUR VOLUMES

APPROACH :	1	2	3	4	5	Total Peak Hourly Approach Volume
DIRECTION :	EB	WB	NB	SB	WB	
PEAK HOURLY VOLUMES (AM/PM) :	415	520	20	30	0	985

" K " FACTOR : INTERSECTION ADT (V) = TOTAL DAILY APPROACH VOLUME :

TOTAL # OF CRASHES : # OF YEARS : AVERAGE # OF CRASHES PER YEAR (A) :

CRASH RATE CALCULATION : RATE = $\frac{(A * 1,000,000)}{(V * 365)}$

Comments : _____
 Project Title & Date: _____

Vehicular Crash Summary (2009-2013)

	Existing Dunkin Donuts 84 Dalton Avenue	Dalton Avenue at Dartmouth Street	Total
Year			
2009	5	3	8
2010	2	1	3
2011	2	1	3
2012	1	0	1
2013	1	1	2
Total	11	6	17
Average	2.20	1.20	3.40

Collision Type			
Angle	5	5	10
Head-on	1	0	1
Rear-end	2	0	2
Rear-to-Rear	0	0	0
Sideswipe, opposite direction	0	0	0
Sideswipe, same direction	1	1	2
Single vehicle crash	2	0	2
Unknown	0	0	0
Not reported	0	0	0
Total	11	6	17

Crash Severity			
Fatal injury	1	0	1
Non-fatal injury	1	0	1
Property damage only (none injured)	9	6	15
Not Reported	0	0	0
Unknown	0	0	0
Total	11	6	17

Time of Day			
Weekday, 7:00 AM - 9:00 AM	3	0	3
Weekday, 4:00 PM - 6:00 PM	3	2	5
Saturday, 11:00 AM - 2:00 PM	0	0	0
Weekday, other time	4	1	5
Weekend, other time	1	3	4
Total	11	6	17

Pavement Conditions			
Dry	8	6	14
Wet	3	0	3
Snow	0	0	0
Ice	0	0	0
Sand, mud, dirt, oil, gravel	0	0	0
Water (standing, moving)	0	0	0
Slush	0	0	0
Other	0	0	0
Unknown	0	0	0
Not reported	0	0	0
Total	11	6	17

Non Motorist (Bike, Pedestrian)			
Total	1	0	1



Appendix D – Trip Generation & Distribution

Trip Generation Summary Estimates

Proposed Development

2,100 square feet
Coffee/Donut Shop with Drive-Through Window

LUC 925

	Dunkin' Donuts		
	LUC 937	Pass-By Trips	TOTAL
Time Period	2,100 SF	ITE based	
			New Trips³
<i>Weekday Daily</i> ^a	1,720	430	1,290
Weekday Morning Peak Hour ^b			
Enter	105	50	55
Exit	<u>105</u>	<u>55</u>	<u>50</u>
Total	210	105	105
Weekday Evening Peak Hour ^b			
Enter	45	25	20
Exit	<u>45</u>	<u>20</u>	<u>25</u>
Total	90	45	45
Saturday Midday Peak Hour ^b			
Enter	90	25	65
Exit	<u>85</u>	<u>20</u>	<u>65</u>
Total	175	45	130

Source: Trip Generation, 9th Edition; Institute of Transportation Engineers (ITE); Washington, D.C. (2012).

a vehicles per day

b vehicles per hour

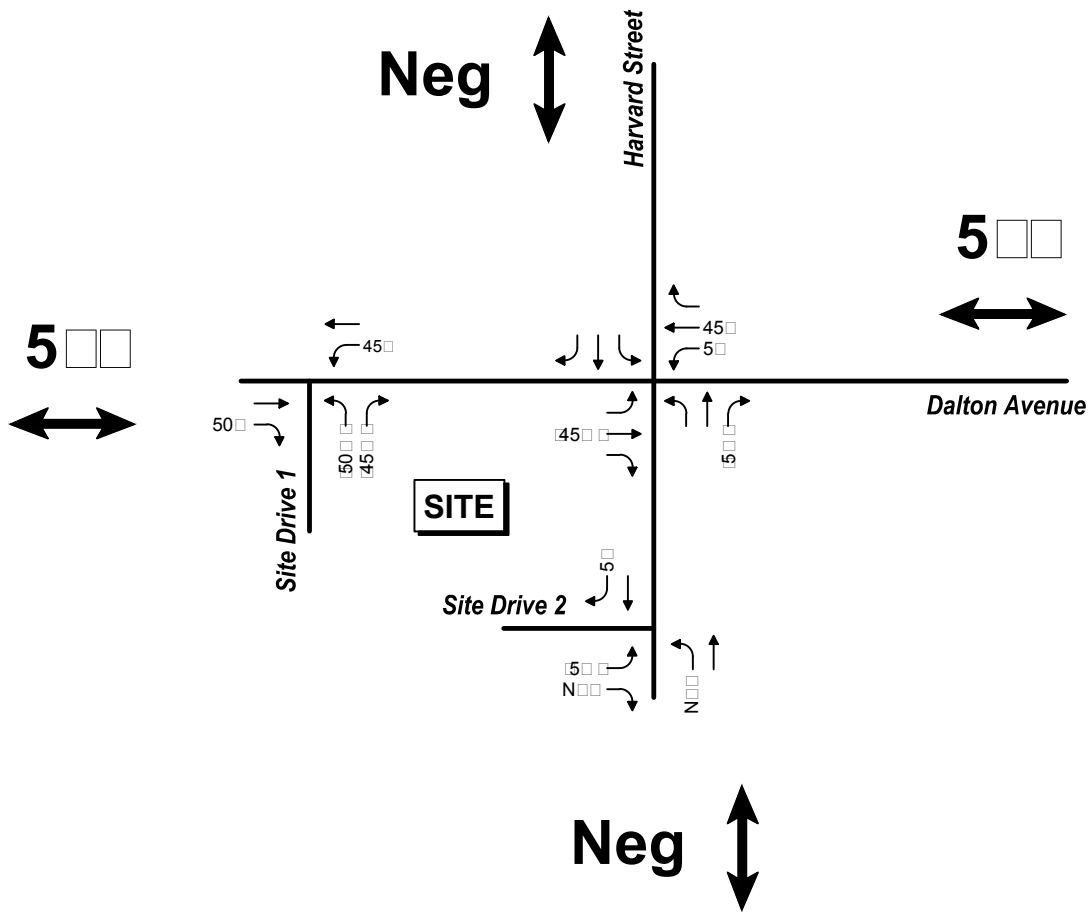
1 LUC 937 (Coffee/Donut Shop with Drive-Through Window) for 2,100 SF

3 The difference between total site generated trips and pass-by trips

From ITE Trip Generation Handbook

Pass-By Rates for LUC 934 - Fast Food Restaurant with Drive-Through Window

morning peak hour 49%
evening peak hour 50%
Saturday peak hour NA



Legend
 Entering Trips □□□
 Exiting Trips □□□□



Proposed Dunkin' Donuts
 Trip Distribution
 Pittsfield, Massachusetts

Land Use: 937

Coffee/Donut Shop with Drive-Through Window

Description

This land use includes single-tenant coffee and donut restaurants with drive-through windows. Freshly brewed coffee and a variety of coffee-related accessories are the primary retail products sold at these sites. They may also sell other refreshment items, such as donuts, bagels, muffins, cakes, sandwiches, wraps, salads and other hot and cold beverages. Some sites may also sell newspapers, music CDs and books. The coffee and donut shops contained in this land use typically hold long store hours (over 15 hours) with an early morning opening. Also, limited indoor seating is generally provided for patrons; however, table service is not provided. Coffee/donut shop without drive-through window (Land Use 936), coffee/donut shop with drive-through window and no indoor seating (Land Use 938), bread/donut/bagel shop without drive-through window (Land Use 939) and bread/donut/bagel shop with drive-through window (Land Use 940) are related uses.

Additional Data

Most of the facilities in this land use were in free-standing buildings in retail shopping areas. Some of the facilities were located within a shopping center or as an outparcel to a shopping center. Some of the facilities shared parking areas with one or more other businesses.

It should be noted that those stores specializing in the sale of coffee (Land Uses 936-938) generated higher trip generation rates than those specializing in other products (Land Uses 939-940).

The sites were surveyed between the 1990s and the 2000s throughout the United States.

Specialized Land Use Data

Current industry trends have resulted in the emergence of several coffee/donut shops combined with other types of restaurants. The trip generation characteristics of these facilities differ from the facilities typically contained in this land use, as their sizes, trip generation rates and peak hour of service vary considerably. Therefore, the information collected for these facilities is presented in the following table and was excluded from the data plots.

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

Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: **Weekday**

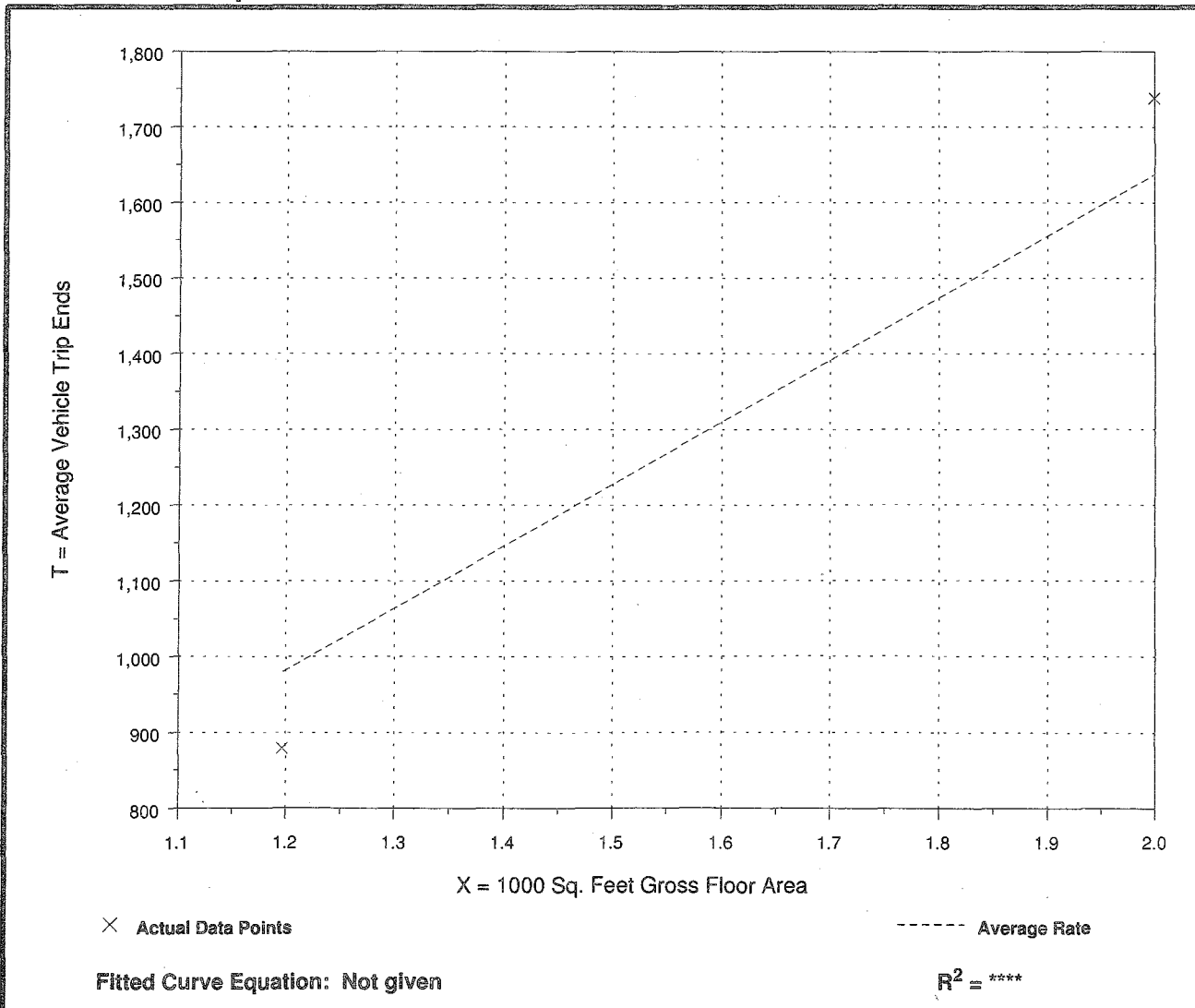
Number of Studies: 2
Average 1000 Sq. Feet GFA: 2
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
818.58	734.34 - 869.00	*

Data Plot and Equation

Caution - Use Carefully - Small Sample Size



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

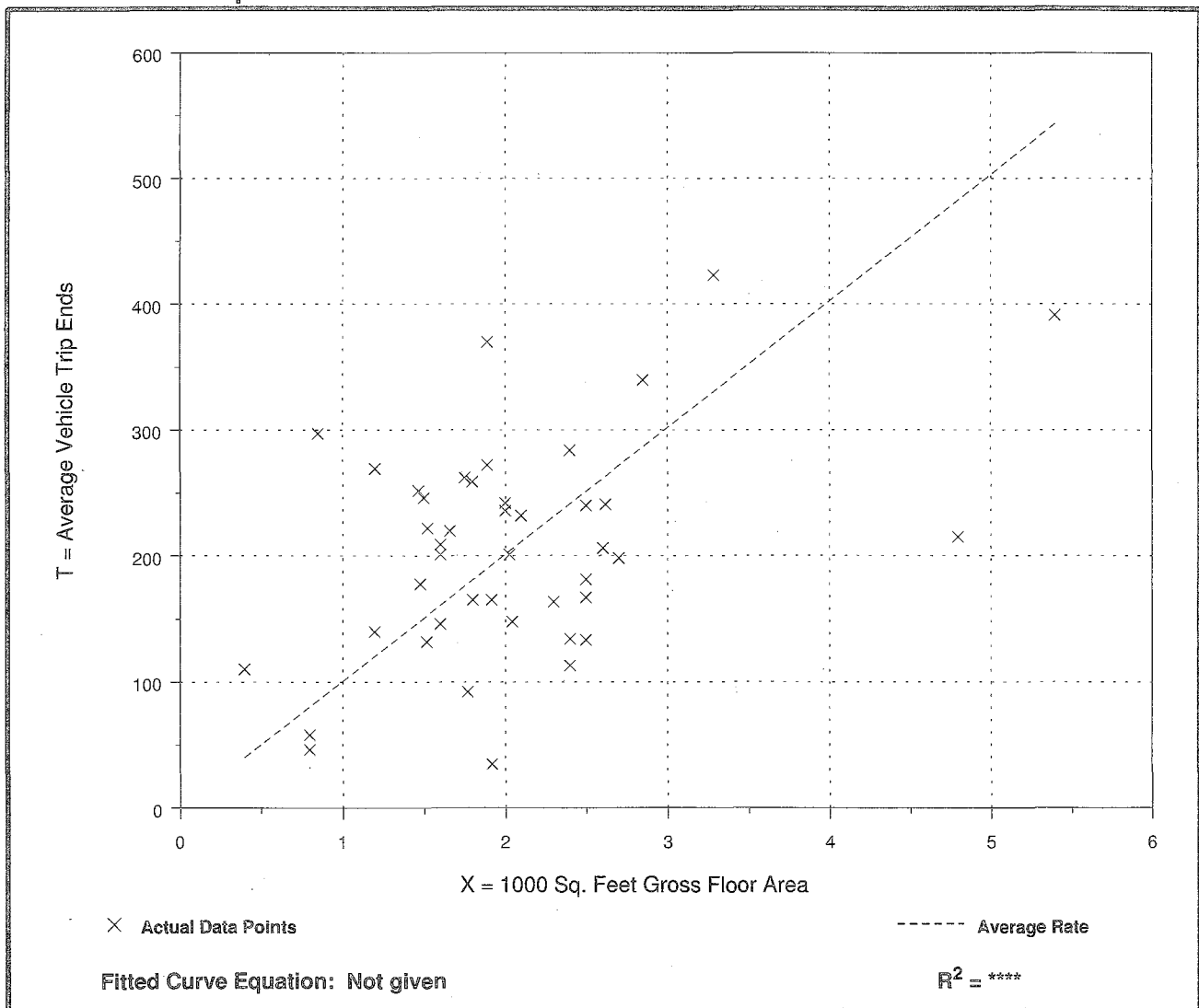
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.

Number of Studies: 43
 Average 1000 Sq. Feet GFA: 2
 Directional Distribution: 51% entering, 49% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
100.58	18.23 - 349.41	49.38

Data Plot and Equation



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

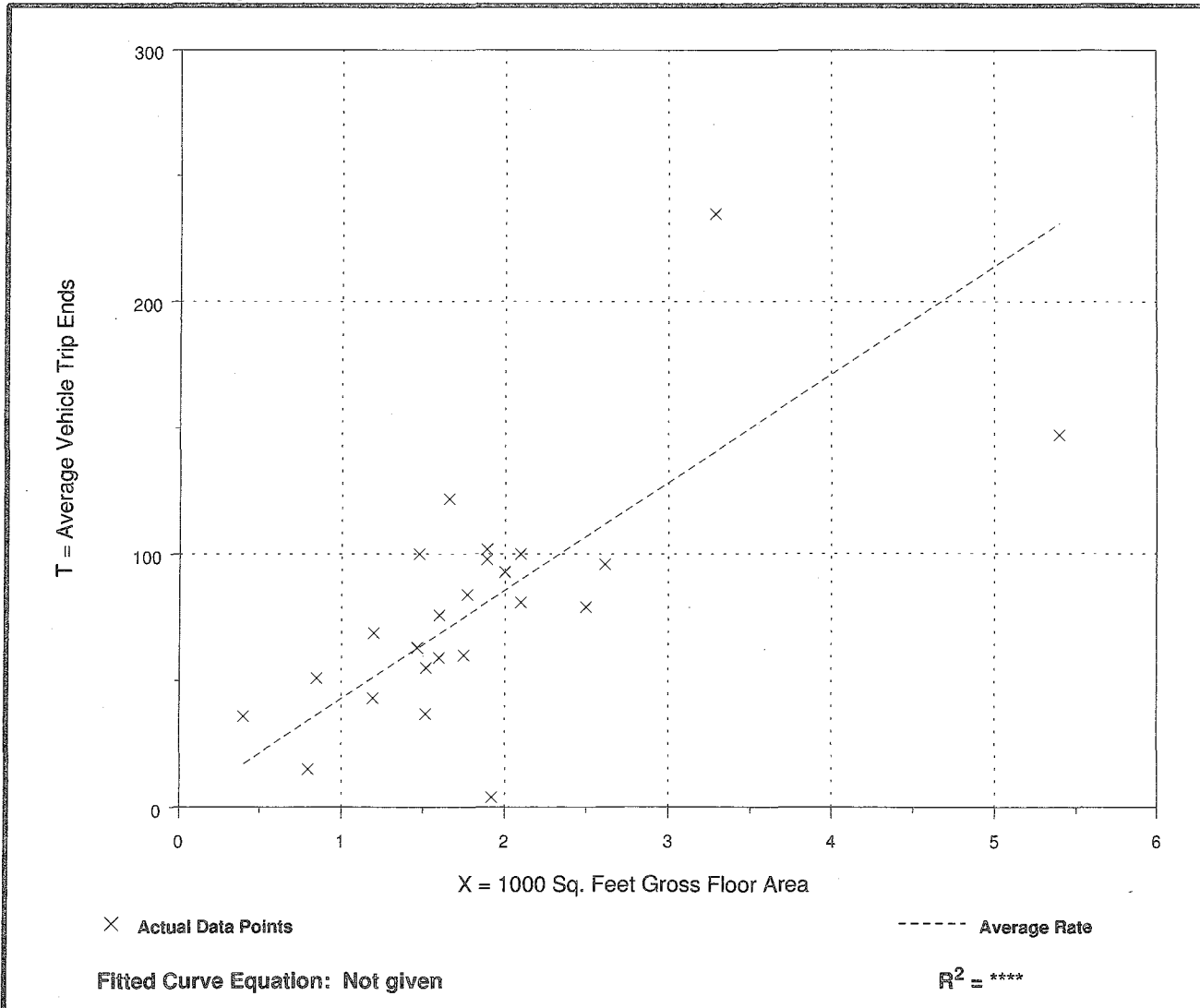
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Number of Studies: 24
Average 1000 Sq. Feet GFA: 2
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
42.80	2.08 - 90.00	18.06

Data Plot and Equation



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

Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Saturday,
Peak Hour of Generator

Number of Studies: 9
Average 1000 Sq. Feet GFA: 2
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
84.52	48.33 - 137.62	33.38

Data Plot and Equation

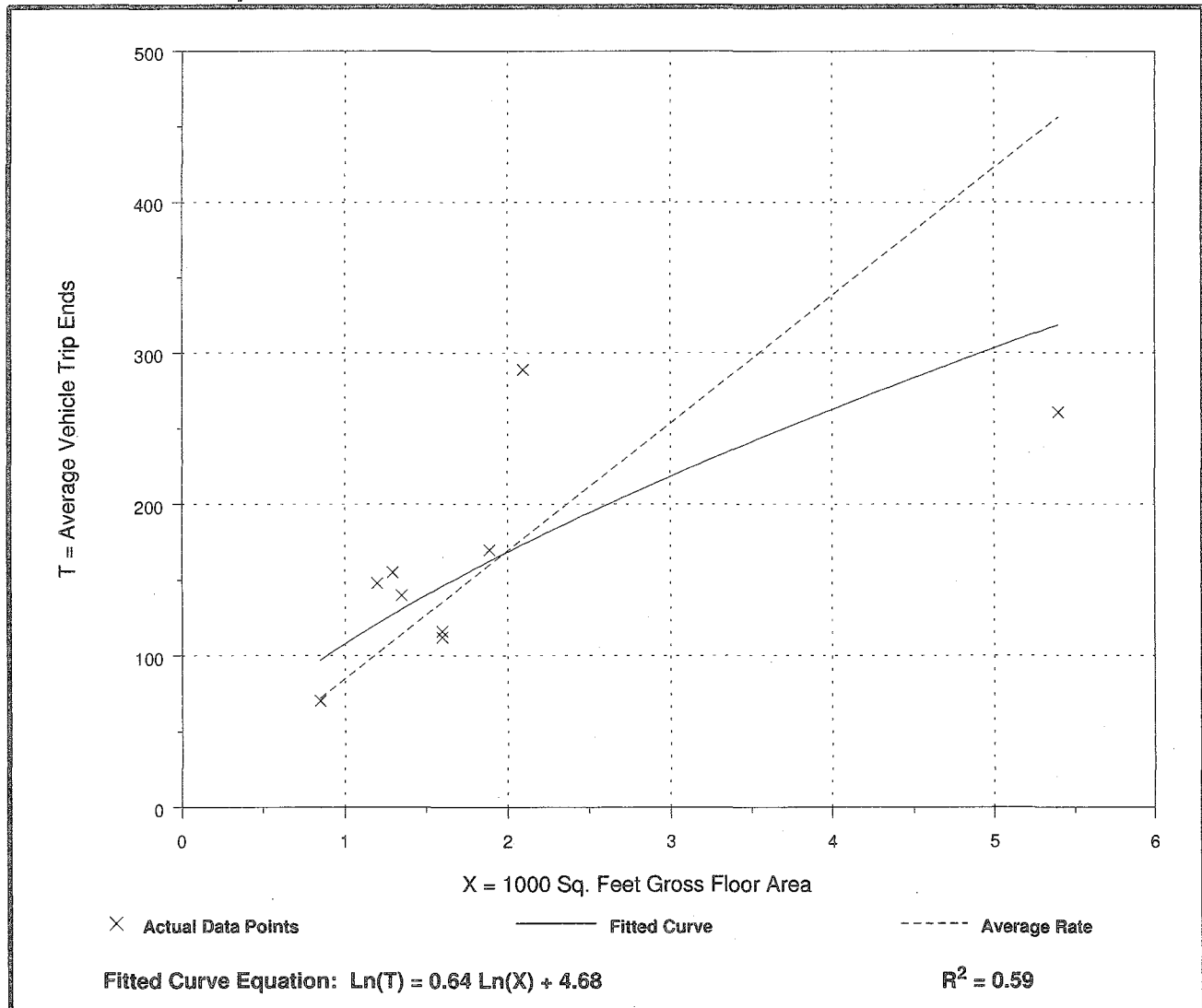


Table 5.23
 Pass-By Trips and Diverted Linked Trips
 Weekday, a.m. Peak Period

Land Use 934—Fast-Food Restaurant with Drive-Through Window

SEATS	SIZE (1,000 SQ. FT. GFA)	LOCATION	WEEKDAY SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	PRIMARY TRIP (%)	NON-PASS- BY TRIP (%)	DIVERTED LINKED TRIP (%)	PASS-BY TRIP (%)	ADJ. STREET PEAK HOUR VOLUME	SOURCE
n/a	<5	Chicago suburbs, IL	1987	84	7:00–9:00 a.m.	—	56	—	44	n/a	Kenig, O'Hara, Humes, Flock
88	1.4	Louisville area, KY	1993	n/a	7:00–9:00 a.m.	22	—	16	62	1,407	Barton-Aschman Assoc.
100	3.6	Louisville, KY	1993	n/a	7:00–9:00 a.m.	47	—	21	32	437	Barton-Aschman Assoc.
87	4.2	New Albany, IN	1993	n/a	7:00–9:00 a.m.	23	—	31	46	1,049	Barton-Aschman Assoc.
150	3.0	Louisville area, KY	1993	n/a	7:00–9:00 a.m.	14	—	43	43	2,903	Barton-Aschman Assoc.
n/a	3.3	varies	1996	n/a	6:00–9:00 a.m.	—	32	—	68	n/a	Oracle Engineering

Average Pass-By Trip Percentage: 49

Table 5.24
Pass-By Trips and Diverted Linked Trips
Weekday, p.m. Peak Period

Land Use 934—Fast-Food Restaurant with Drive-Through Window

SEATS	SIZE (1,000 SQ. FT. GFA)	LOCATION	WEEKDAY SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	PRIMARY TRIP (%)	NON-PASS- BY TRIP (%)	DIVERTED LINKED TRIP (%)	PASS-BY TRIP (%)	ADJ. STREET PEAK HOUR VOLUME	SOURCE
n/a	~2.6	Minn-St. Paul, MN	1987	50	3:00–7:00 p.m.	27	—	48	25	n/a	n/a
n/a	<5.0	Chicago suburbs, IL	1987	80	3:00–6:00 p.m.	—	62	—	38	n/a	Kenig, O'Hara, Humes, Flock
n/a	<5.0	Chicago suburbs, IL	1987	100	3:00–6:00 p.m.	—	45	—	55	n/a	Kenig, O'Hara, Humes, Flock
n/a	<5.0	Chicago suburbs, IL	1987	159	3:00–6:00 p.m.	—	44	—	56	n/a	Kenig, O'Hara, Humes, Flock
n/a	<5.0	Chicago suburbs, IL	1987	225	3:00–6:00 p.m.	—	52	—	48	n/a	Kenig, O'Hara, Humes, Flock
n/a	<5.0	Chicago suburbs, IL	1987	88	3:00–6:00 p.m.	—	65	—	35	n/a	Kenig, O'Hara, Humes, Flock
n/a	<5.0	Chicago suburbs, IL	1987	84	3:00–6:00 p.m.	—	56	—	44	n/a	Kenig, O'Hara, Humes, Flock
88	1.3	Louisville area, KY	1993	n/a	4:00–6:00 p.m.	22	—	10	68	2,055	Barton-Aschman Assoc.
120	1.9	Louisville area, KY	1993	33	4:00–6:00 p.m.	24	—	9	67	2,447	Barton-Aschman Assoc.
87	4.2	New Albany, IN	1993	n/a	4:00–6:00 p.m.	25	—	19	56	1,632	Barton-Aschman Assoc.
150	3.0	Louisville area, KY	1993	n/a	4:00–6:00 p.m.	31	—	38	31	4,250	Barton-Aschman Assoc.
n/a	3.1	Kissimmee, FL	1995	28	2:00–6:00 p.m.	—	29	n/a	71	n/a	TPD Inc.
n/a	3.1	Apopka, FL	1996	29	2:00–6:00 p.m.	—	62	n/a	38	n/a	TPD Inc.
n/a	2.8	Winter Springs, FL	1995	47	2:00–6:00 p.m.	—	34	—	66	n/a	TPD Inc.
n/a	4.3	Longwood, FL	1994	304	2:00–6:00 p.m.	—	38	—	62	n/a	TPD Inc.
n/a	3.2	Altamonte Springs, FL	1996	202	2:00–6:00 p.m.	39	—	21	40	n/a	TPD Inc.
n/a	2.9	Winter Park, FL	1996	271	2:00–6:00 p.m.	41	—	18	41	n/a	TPD Inc.
n/a	3.3*	several	1996	varies	4:00–6:00 p.m.	—	38	—	62	n/a	Oracle Engineering

* Average of several combined studies.
Average Pass-By Trip Percentage: 50



















Appendix E – Intersection Capacity Analyses

HCM Unsignalized Intersection Capacity Analysis

3: Harvard Street & Dalton Avenue

2016 Existing Weekday AM Peak Hour
Proposed Dunkin' Donuts, Pittsfield MA

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	5	410	1	5	505	10	5	1	15	15	0	15
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.91	0.91	0.91	0.93	0.93	0.93	0.81	0.81	0.81	0.73	0.73	0.73
Hourly flow rate (vph)	5	451	1	5	543	11	6	1	19	21	0	21
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		TWLTL			None							
Median storage (veh)		2										
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	554			452			1042	1027	451	1040	1022	548
vC1, stage 1 conf vol							462	462		559	559	
vC2, stage 2 conf vol							580	565		481	463	
vCu, unblocked vol	554			452			1042	1027	451	1040	1022	548
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)							6.1	5.5		6.1	5.5	
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	99			100			98	100	97	95	100	96
cM capacity (veh/h)	1011			1104			402	421	612	402	417	530
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total	457	559	26	41								
Volume Left	5	5	6	21								
Volume Right	1	11	19	21								
cSH	1011	1104	534	457								
Volume to Capacity	0.01	0.00	0.05	0.09								
Queue Length 95th (ft)	0	0	4	7								
Control Delay (s)	0.2	0.1	12.1	13.6								
Lane LOS	A	A	B	B								
Approach Delay (s)	0.2	0.1	12.1	13.6								
Approach LOS			B	B								
Intersection Summary												
Average Delay			0.9									
Intersection Capacity Utilization			40.2%		ICU Level of Service				A			
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis 2016 Existing Saturday Midday Peak Hour
 3: Harvard Street & Dalton Avenue Proposed Dunkin' Donuts, Pittsfield MA



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Volume (veh/h)	10	535	5	5	535	5	5	0	5	2	2	15
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.99	0.99	0.99	0.95	0.95	0.95	0.75	0.75	0.75	0.56	0.56	0.56
Hourly flow rate (vph)	10	540	5	5	563	5	7	0	7	4	4	27
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		TWLTL			None							
Median storage (veh)		2										
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	568			545			1168	1142	543	1146	1142	566
vC1, stage 1 conf vol							563	563		576	576	
vC2, stage 2 conf vol							605	579		570	566	
vCu, unblocked vol	568			545			1168	1142	543	1146	1142	566
tC, single (s)	4.1			4.1			7.2	6.6	6.3	7.1	6.5	6.2
tC, 2 stage (s)							6.2	5.6		6.1	5.5	
tF (s)	2.2			2.2			3.6	4.1	3.4	3.5	4.0	3.3
p0 queue free %	99			99			98	100	99	99	99	95
cM capacity (veh/h)	1009			1029			353	382	532	374	385	518

















Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	556	574	13	34
Volume Left	10	5	7	4
Volume Right	5	5	7	27
cSH	1009	1029	424	481
Volume to Capacity	0.01	0.01	0.03	0.07
Queue Length 95th (ft)	1	0	2	6
Control Delay (s)	0.3	0.1	13.8	13.1
Lane LOS	A	A	B	B
Approach Delay (s)	0.3	0.1	13.8	13.1
Approach LOS			B	B

Intersection Summary			
Average Delay		0.7	
Intersection Capacity Utilization	44.8%		ICU Level of Service
Analysis Period (min)		15	A

HCM Unsignalized Intersection Capacity Analysis

3: Harvard Street & Dalton Avenue

2023 No-Build Weekday AM Peak Hour
Proposed Dunkin' Donuts, Pittsfield MA

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	5	470	1	5	580	10	5	1	20	20	0	20
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.91	0.91	0.91	0.93	0.93	0.93	0.81	0.81	0.81	0.73	0.73	0.73
Hourly flow rate (vph)	5	516	1	5	624	11	6	1	25	27	0	27
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		TWLTL			None							
Median storage veh		2										
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	634			518			1195	1173	517	1193	1168	629
vC1, stage 1 conf vol							528	528		640	640	
vC2, stage 2 conf vol							667	645		553	529	
vCu, unblocked vol	634			518			1195	1173	517	1193	1168	629
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)							6.1	5.5		6.1	5.5	
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	99			99			98	100	96	92	100	94
cM capacity (veh/h)	944			1043			351	382	562	354	377	477
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total	523	640	32	55								
Volume Left	5	5	6	27								
Volume Right	1	11	25	27								
cSH	944	1043	496	406								
Volume to Capacity	0.01	0.01	0.06	0.13								
Queue Length 95th (ft)	0	0	5	12								
Control Delay (s)	0.2	0.1	12.8	15.2								
Lane LOS	A	A	B	C								
Approach Delay (s)	0.2	0.1	12.8	15.2								
Approach LOS			B	C								
Intersection Summary												
Average Delay			1.1									
Intersection Capacity Utilization			46.0%		ICU Level of Service				A			
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis 2023 No-Build Saturday Midday Peak Hour
 3: Harvard Street & Dalton Avenue Proposed Dunkin' Donuts, Pittsfield MA



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Volume (veh/h)	10	615	5	5	615	5	5	0	5	2	2	20
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.99	0.99	0.99	0.95	0.95	0.95	0.75	0.75	0.75	0.56	0.56	0.56
Hourly flow rate (vph)	10	621	5	5	647	5	7	0	7	4	4	36
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		TWLTL			None							
Median storage veh		2										
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	653			626			1342	1307	624	1311	1307	650
vC1, stage 1 conf vol							644	644		661	661	
vC2, stage 2 conf vol							698	663		651	646	
vCu, unblocked vol	653			626			1342	1307	624	1311	1307	650
tC, single (s)	4.1			4.1			7.2	6.6	6.3	7.1	6.5	6.2
tC, 2 stage (s)							6.2	5.6		6.1	5.5	
tF (s)	2.2			2.2			3.6	4.1	3.4	3.5	4.0	3.3
p0 queue free %	99			99			98	100	99	99	99	92
cM capacity (veh/h)	939			960			302	342	478	329	345	464

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	636	658	13	43
Volume Left	10	5	7	4
Volume Right	5	5	7	36
cSH	939	960	371	436
Volume to Capacity	0.01	0.01	0.04	0.10
Queue Length 95th (ft)	1	0	3	8
Control Delay (s)	0.3	0.1	15.1	14.1
Lane LOS	A	A	C	B
Approach Delay (s)	0.3	0.1	15.1	14.1
Approach LOS			C	B

Intersection Summary			
Average Delay		0.8	
Intersection Capacity Utilization	49.2%	ICU Level of Service	A
Analysis Period (min)	15		

HCM Unsignalized Intersection Capacity Analysis

3: Harvard Street & Dalton Avenue

2023 Build Weekday AM Peak Hour
Proposed Dunkin' Donuts, Pittsfield MA



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Volume (veh/h)	5	490	1	10	605	10	5	1	25	20	0	20
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.91	0.91	0.91	0.93	0.93	0.93	0.81	0.81	0.81	0.73	0.73	0.73
Hourly flow rate (vph)	5	538	1	11	651	11	6	1	31	27	0	27
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		TWLTL			None							
Median storage (veh)		2										
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	661			540			1255	1233	539	1259	1228	656
vC1, stage 1 conf vol							550	550		677	677	
vC2, stage 2 conf vol							705	683		581	551	
vCu, unblocked vol	661			540			1255	1233	539	1259	1228	656
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)							6.1	5.5		6.1	5.5	
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	99			99			98	100	94	92	100	94
cM capacity (veh/h)	922			1024			333	365	546	331	360	460

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	545	672	38	55
Volume Left	5	11	6	27
Volume Right	1	11	31	27
cSH	922	1024	488	385
Volume to Capacity	0.01	0.01	0.08	0.14
Queue Length 95th (ft)	0	1	6	12
Control Delay (s)	0.2	0.3	13.0	15.9
Lane LOS	A	A	B	C
Approach Delay (s)	0.2	0.3	13.0	15.9
Approach LOS			B	C

Intersection Summary			
Average Delay		1.3	
Intersection Capacity Utilization		51.0%	ICU Level of Service A
Analysis Period (min)		15	

HCM Unsignalized Intersection Capacity Analysis
6: Site Drive 1 & Dalton Avenue

2023 Build Weekday AM Peak Hour
Proposed Dunkin' Donuts, Pittsfield MA



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	→			←	↔	↔
Volume (veh/h)	450	50	50	580	55	45
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	489	54	54	630	60	49
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	TWLTL			TWLTL		
Median storage (veh)	2			2		
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			543		1255	516
vC1, stage 1 conf vol					516	
vC2, stage 2 conf vol					739	
vCu, unblocked vol			543		1255	516
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)					5.4	
tF (s)			2.2		3.5	3.3
p0 queue free %			95		84	91
cM capacity (veh/h)			1025		384	559

Direction, Lane #	EB 1	WB 1	NB 1
Volume Total	543	685	109
Volume Left	0	54	60
Volume Right	54	0	49
cSH	1700	1025	447
Volume to Capacity	0.32	0.05	0.24
Queue Length 95th (ft)	0	4	24
Control Delay (s)	0.0	1.4	15.6
Lane LOS		A	C
Approach Delay (s)	0.0	1.4	15.6
Approach LOS			C

Intersection Summary			
Average Delay		2.0	
Intersection Capacity Utilization		75.8%	ICU Level of Service
Analysis Period (min)		15	D

HCM Unsignalized Intersection Capacity Analysis
 8: Harvard Street & Site Drive 2

















2023 Build Weekday AM Peak Hour
 Proposed Dunkin' Donuts, Pittsfield MA



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Volume (veh/h)	5	0	0	25	5	5
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	5	0	0	27	5	5
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	35	8	11			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	35	8	11			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	99	100	100			
cM capacity (veh/h)	978	1074	1608			
Direction, Lane #	EB 1	NB 1	SB 1			
Volume Total	5	27	11			
Volume Left	5	0	0			
Volume Right	0	0	5			
cSH	978	1608	1700			
Volume to Capacity	0.01	0.00	0.01			
Queue Length 95th (ft)	0	0	0			
Control Delay (s)	8.7	0.0	0.0			
Lane LOS	A					
Approach Delay (s)	8.7	0.0	0.0			
Approach LOS	A					
Intersection Summary						
Average Delay			1.1			
Intersection Capacity Utilization			13.3%	ICU Level of Service	A	
Analysis Period (min)			15			

HCM Unsignalized Intersection Capacity Analysis
3: Harvard Street & Dalton Avenue

2023 Build Saturday Midday Peak Hour
Proposed Dunkin' Donuts, Pittsfield MA

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	10	640	5	10	640	5	5	0	10	2	2	20
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.99	0.99	0.99	0.95	0.95	0.95	0.75	0.75	0.75	0.56	0.56	0.56
Hourly flow rate (vph)	10	646	5	11	674	5	7	0	13	4	4	36
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		TWLT			None							
Median storage (veh)		2										
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	679			652			1404	1369	649	1380	1369	676
vC1, stage 1 conf vol							669	669		697	697	
vC2, stage 2 conf vol							735	700		683	672	
vCu, unblocked vol	679			652			1404	1369	649	1380	1369	676
tC, single (s)	4.1			4.1			7.2	6.6	6.3	7.1	6.5	6.2
tC, 2 stage (s)							6.2	5.6		6.1	5.5	
tF (s)	2.2			2.2			3.6	4.1	3.4	3.5	4.0	3.3
p0 queue free %	99			99			98	100	97	99	99	92
cM capacity (veh/h)	918			940			286	327	463	307	328	448
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total	662	689	20	43								
Volume Left	10	11	7	4								
Volume Right	5	5	13	36								
cSH	918	940	384	419								
Volume to Capacity	0.01	0.01	0.05	0.10								
Queue Length 95th (ft)	1	1	4	8								
Control Delay (s)	0.3	0.3	14.9	14.6								
Lane LOS	A	A	B	B								
Approach Delay (s)	0.3	0.3	14.9	14.6								
Approach LOS			B	B								
Intersection Summary												
Average Delay			0.9									
Intersection Capacity Utilization			49.5%		ICU Level of Service				A			
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis
6: Site Drive 1 & Dalton Avenue

2023 Build Saturday Midday Peak Hour
Proposed Dunkin' Donuts, Pittsfield MA



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	→			←	←	←
Volume (veh/h)	620	50	35	630	45	35
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	674	54	38	685	49	38
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	TWLTL			TWLTL		
Median storage veh	2			2		
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			728		1462	701
vC1, stage 1 conf vol					701	
vC2, stage 2 conf vol					761	
vCu, unblocked vol			728		1462	701
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)					5.4	
tF (s)			2.2		3.5	3.3
p0 queue free %			96		86	91
cM capacity (veh/h)			875		346	439

Direction, Lane #	EB 1	WB 1	NB 1
Volume Total	728	723	87
Volume Left	0	38	49
Volume Right	54	0	38
cSH	1700	875	381
Volume to Capacity	0.43	0.04	0.23
Queue Length 95th (ft)	0	3	22
Control Delay (s)	0.0	1.1	17.2
Lane LOS		A	C
Approach Delay (s)	0.0	1.1	17.2
Approach LOS			C

Intersection Summary			
Average Delay		1.5	
Intersection Capacity Utilization		73.0%	ICU Level of Service
Analysis Period (min)		15	D

HCM Unsignalized Intersection Capacity Analysis
 8: Harvard Street & Site Drive 2

2023 Build Saturday Midday Peak Hour
 Proposed Dunkin' Donuts, Pittsfield MA



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Volume (veh/h)	5	0	0	10	10	5
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	5	0	0	11	11	5
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage veh						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	24	14	16			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	24	14	16			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	99	100	100			
cM capacity (veh/h)	991	1066	1601			

Direction, Lane #	EB 1	NB 1	SB 1
Volume Total	5	11	16
Volume Left	5	0	0
Volume Right	0	0	5
cSH	991	1601	1700
Volume to Capacity	0.01	0.00	0.01
Queue Length 95th (ft)	0	0	0
Control Delay (s)	8.7	0.0	0.0
Lane LOS	A		
Approach Delay (s)	8.7	0.0	0.0
Approach LOS	A		

Intersection Summary			
Average Delay		1.4	
Intersection Capacity Utilization		13.3%	ICU Level of Service A
Analysis Period (min)		15	

PLANS TO ACCOMPANY PERMIT APPLICATIONS

FOR

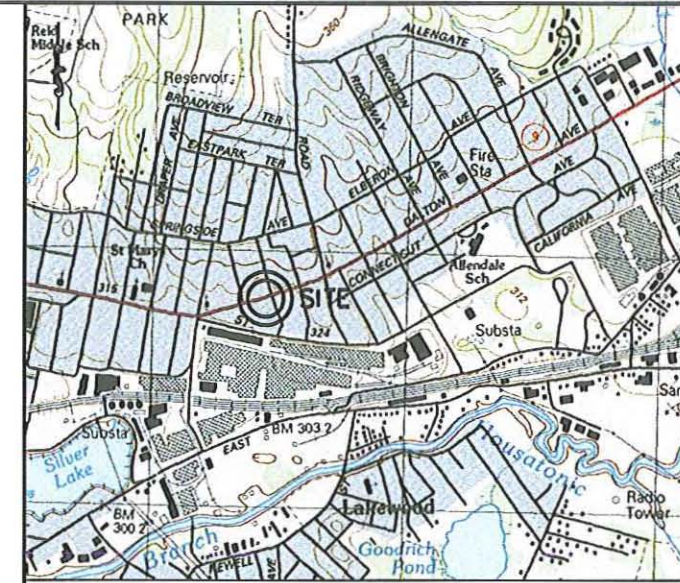
FAST-SERVICE RESTAURANT (WITH DRIVE-THROUGH)

PREPARED FOR

JFJ HOLDING, LLC.

#68 DALTON AVENUE

PITTSFIELD, MASSACHUSETTS

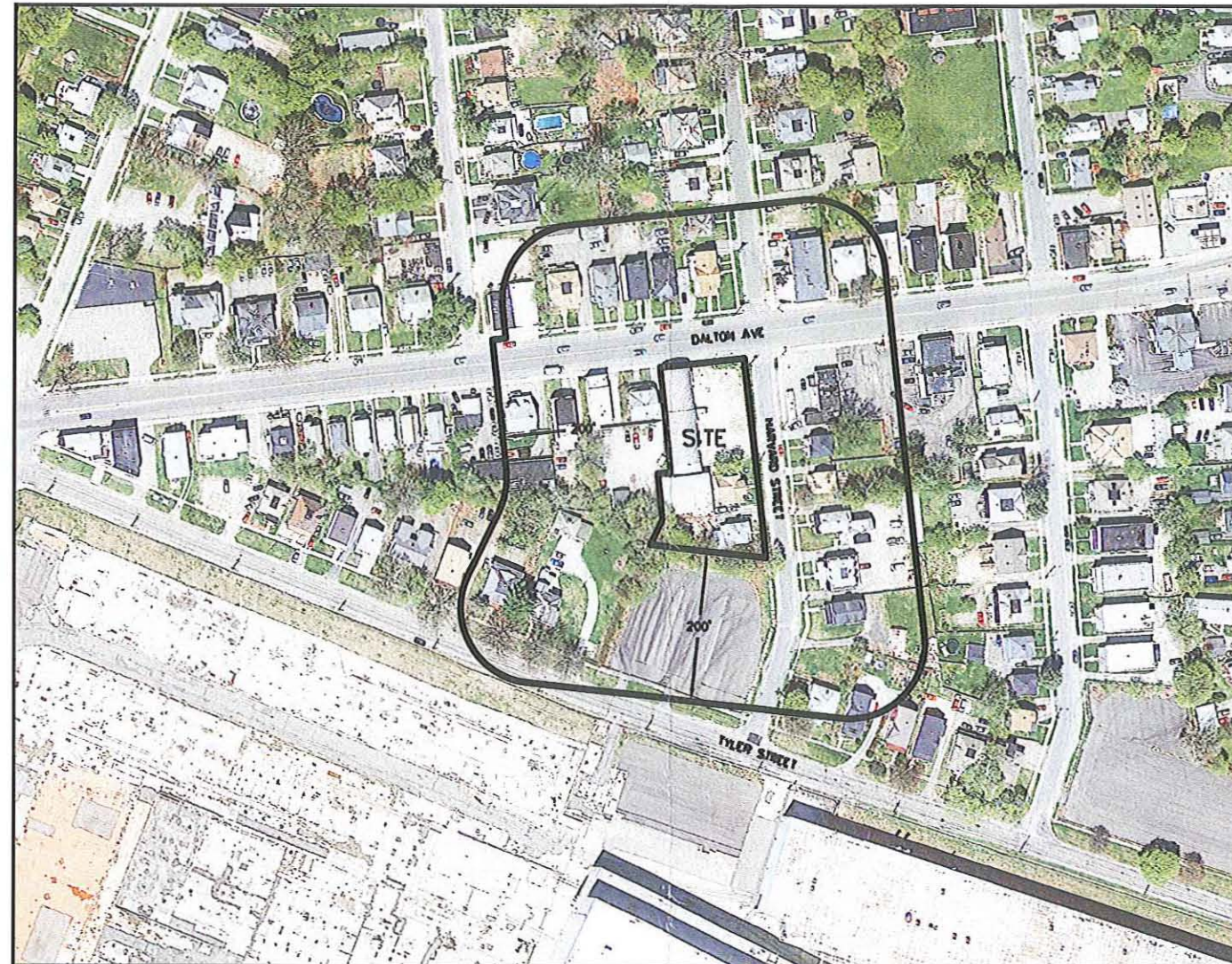


KEY MAP

SOURCE: USGS

LIST OF DRAWINGS

1. COVER PAGE & KEY MAP
2. EXISTING CONDITIONS
3. SITE PLAN
4. GRADING & UTILITY PLAN
5. LIGHTING & LANDSCAPING PLAN
6. DETAILS
7. DETAILS



LAND USE MAP
SCALE: 1"=100'

APPLICANT:
JFJ HOLDING, LLC.
280 MERRIMACK STREET
METHUEN, MA 01844

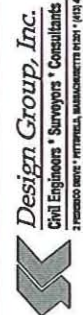
ENGINEER:
SK DESIGN GROUP, INC.
2 FEDERICO DR.
PITTSFIELD, MA. 01201

PLAN TO ACCOMPANY PERMIT APPLICATION

PREPARED FOR:

JFJ HOLDING, LLC.

LOCATED AT:
68 DALTON AVENUE
PITTSFIELD, MASSACHUSETTS



COVER PAGE

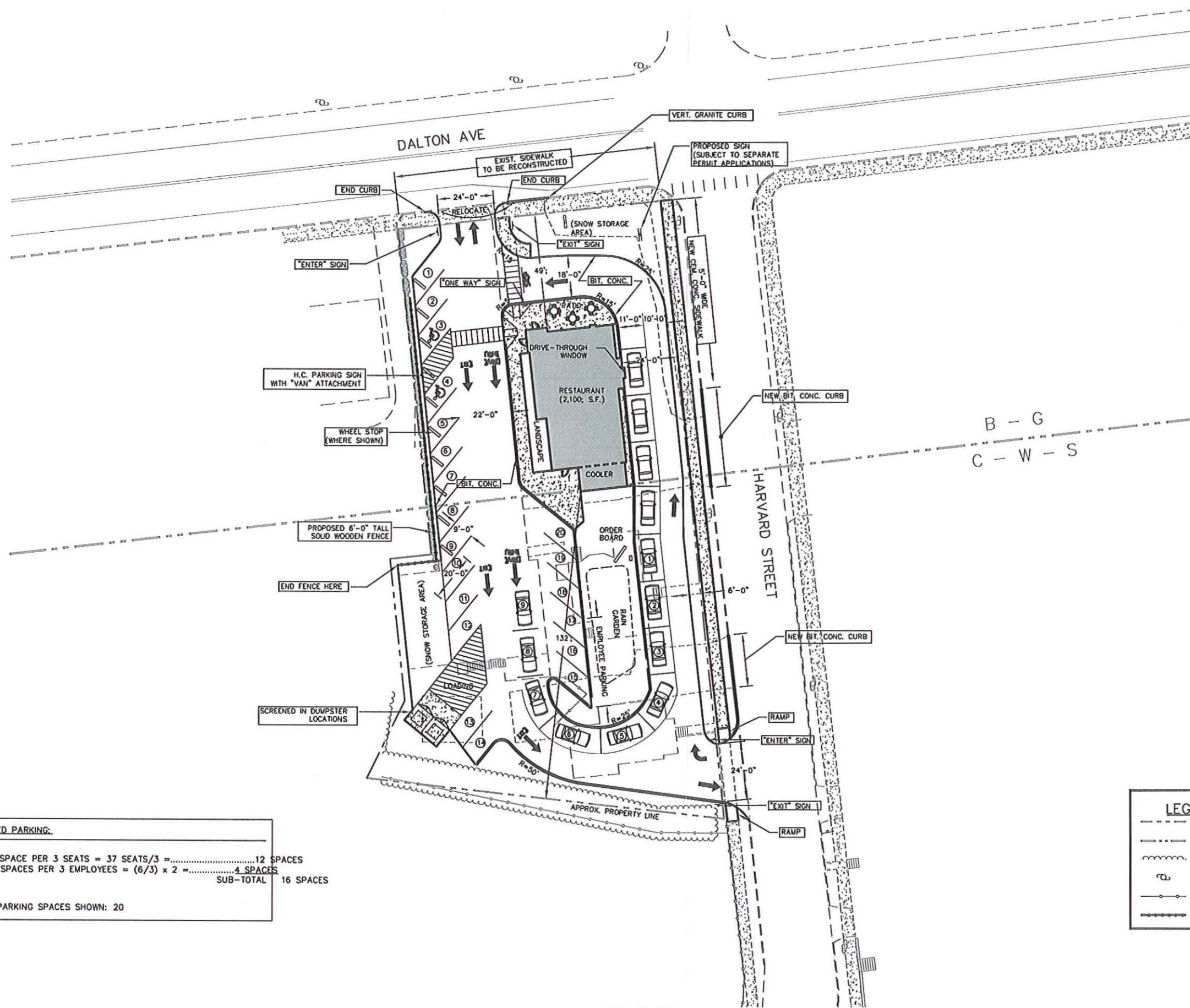
SK DESIGN GROUP PROJECT #: 160115

JAMES M. SCHUEE II
SK DESIGN GROUP PRESIDENT
LICENSE #18853
PROFESSIONAL OF RECORD
PHONE: 413-642-2617

REVISIONS

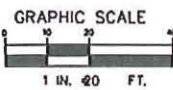
DATE: 01/25/2017	BY: JMS
DATE: 01/25/2017	BY: JMS
SCALE: 1"=100'	SHEET NO. 1 OF 7

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 Printed On: Monday, January 30, 2017 11:42:09am
 User Name: rchambers



REQUIRED PARKING:	
• (1) SPACE PER 3 SEATS = 37 SEATS/3 =	12 SPACES
• (2) SPACES PER 3 EMPLOYEES = (6/3) x 2 =	4 SPACES
	SUB-TOTAL 16 SPACES
TOTAL PARKING SPACES SHOWN: 20	

LEGEND	
	APPROXIMATE PROPERTY LINE
	ZONE LINE
	EXISTING TREELINE
	EXISTING UTILITY POLE
	EXISTING FENCE
	PROPOSED SOLID WOOD FENCE



SITE PLAN
SCALE: 1"=20'

PLAN TO ACCOMPANY PERMIT APPLICATION
 PREPARED FOR:
JFJ HOLDING, LLC.
 LOCATED AT:
 68 DALTON AVENUE
 PITTSFIELD, MASSACHUSETTS

Design Group, Inc.
 Civil Engineers • Surveyors • Consultants
 2 FRENCH AVE. • PITTSFIELD, MASSACHUSETTS 01201-4047
 PHONE: 413-442-3617

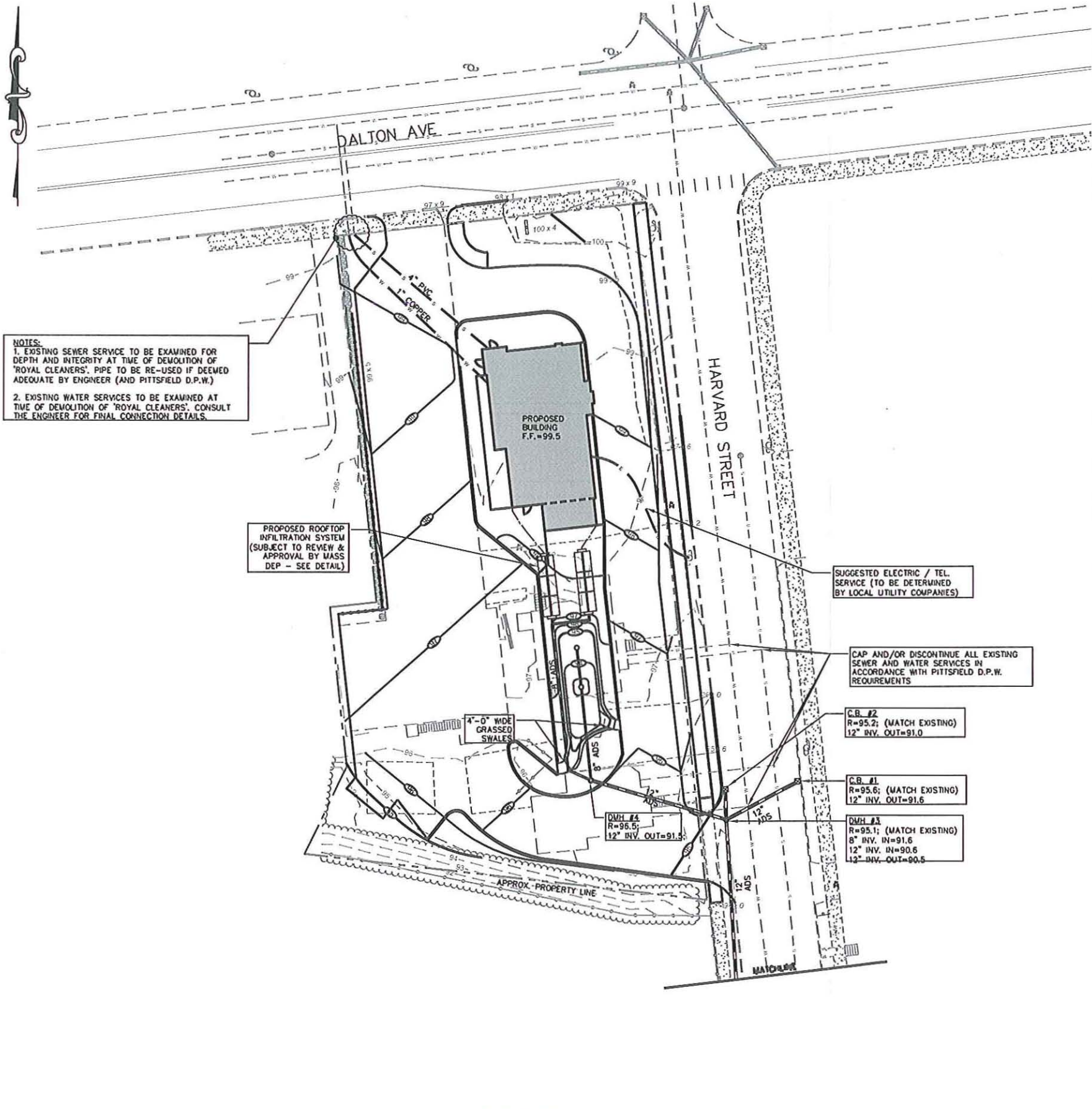
SK DESIGN GROUP PROJECT #: 160115

JAMES M. SCHAEFER II
 SK DESIGN GROUP PRESIDENT
 LICENSE # 11815
 PROFESSIONAL OF RECORD
 PHONE: 413-442-3617

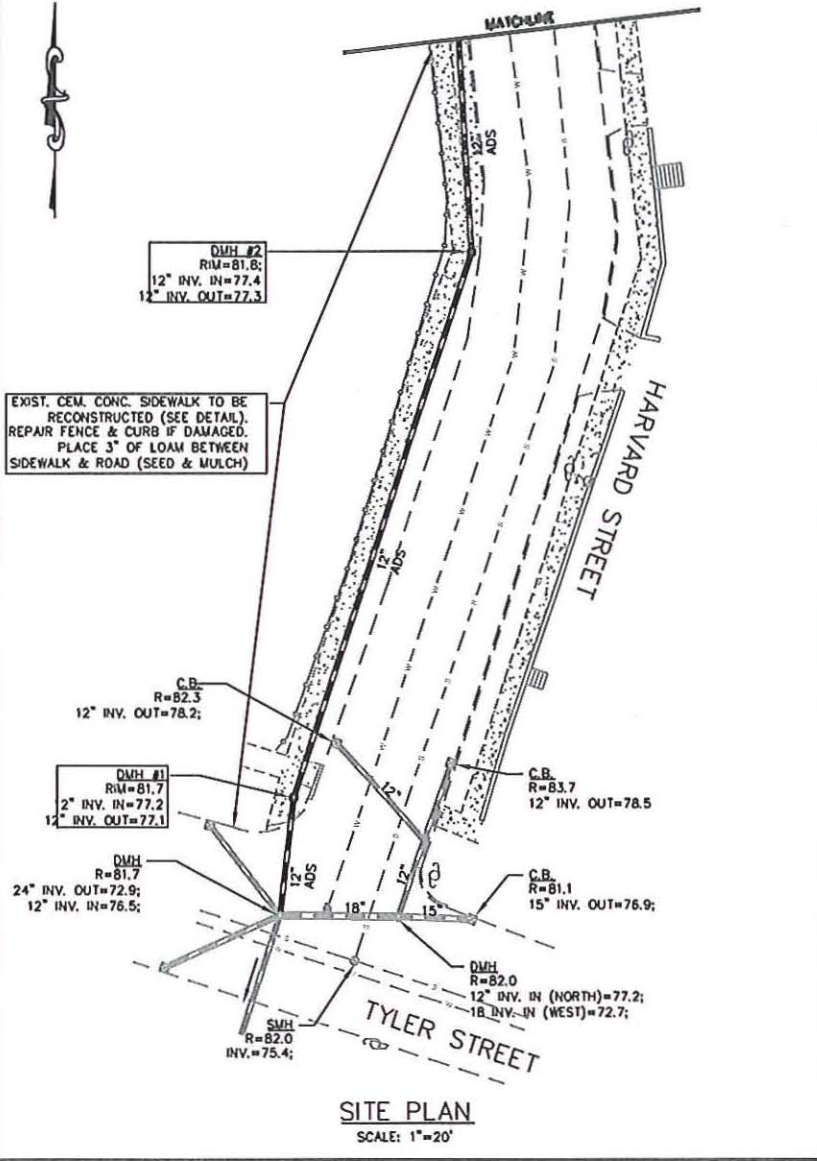
REVISIONS	

DRAWN BY: ASJS	CHECKED BY: JMS II
DATE: JANUARY 25, 2017	SHEET NO.: 3
DRAWN FOR: Permit	OF 7
SCALE: As Noted	

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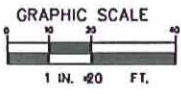


SITE PLAN
SCALE: 1"=20'



LEGEND

- - - - - APPROXIMATE PROPERTY LINE
- - - - - ZONE LINE
- - - - - EXISTING TREELINE
- - - - - EXISTING CONTOUR
- ⊙ EXISTING UTILITY POLE
- ⊙ EXISTING GUY POLE
- - - - - EXISTING FENCE
- - - - - EXISTING WATER LINE
- - - - - EXISTING SEWER LINE
- - - - - EXISTING DRAIN LINE
- ⊕ EXISTING WATER VALVE
- ⊕ EXISTING GAS VALVE
- ⊙ EXISTING SEWER MANHOLE
- ⊙ EXISTING DRAIN MANHOLE
- ⊕ EXISTING CATCH BASIN
- - - - - PROPOSED CONTOUR
- - - - - PROPOSED DRAIN LINE
- - - - - PROPOSED WATER LINE
- - - - - PROPOSED SEWER LINE
- - - - - PROPOSED SOLID WOOD FENCE



PLAN TO ACCOMPANY PERMIT APPLICATION
 PREPARED FOR:
JFJ HOLDING, LLC
 LOCATED AT:
 68 DALTON AVENUE
 PITTSFIELD, MASSACHUSETTS

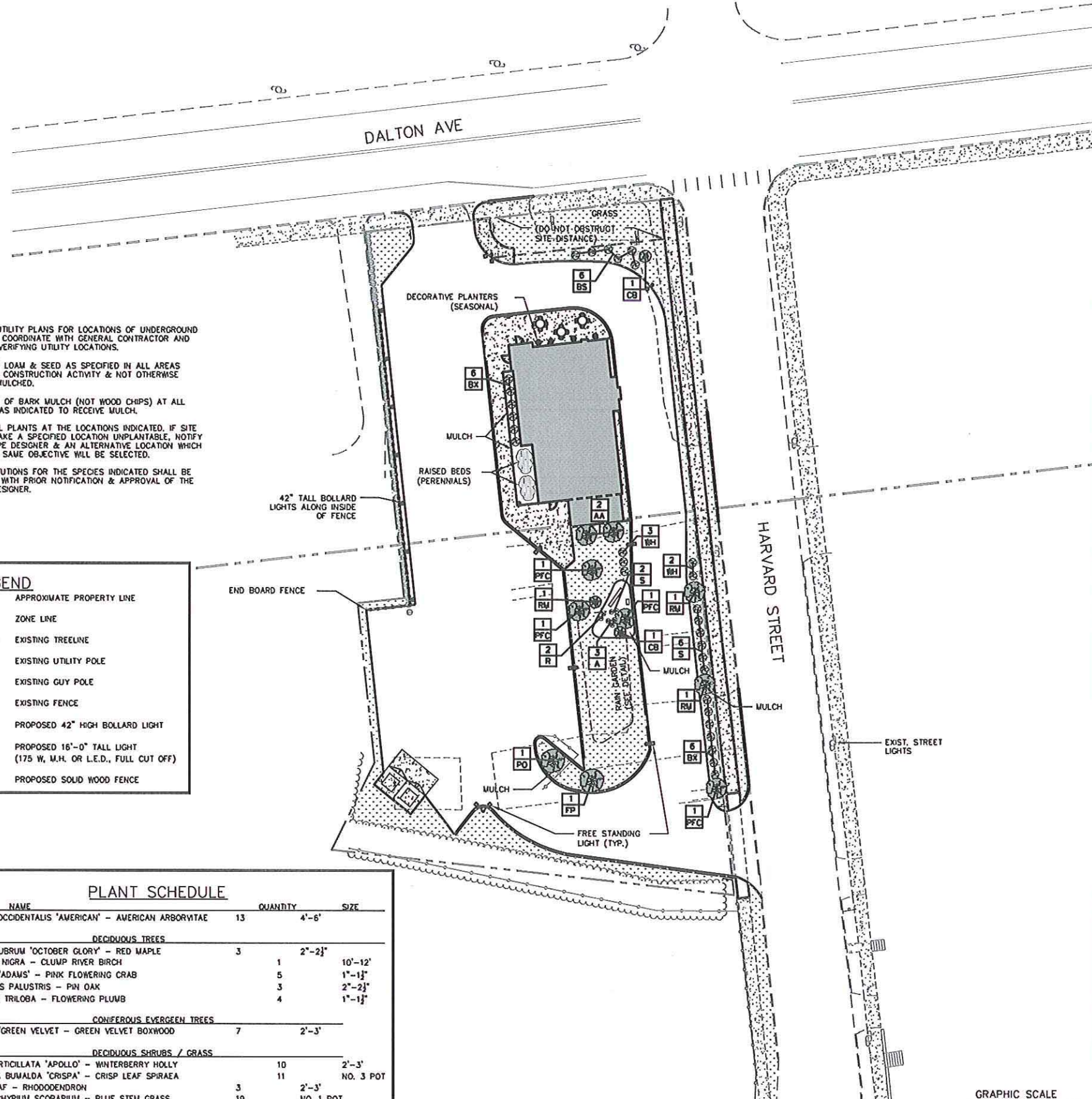
Design Group, Inc.
 Civil Engineers & Surveyors & Consultants
 1 FEDERAL AVENUE, PITTSFIELD, MASSACHUSETTS 01201
 (413) 443-3227

PLAN NO. 00000000
GRADING & UTILITY PLAN

ST DESIGN GROUP PROJECT #:
160115

JAMES H. SCALISE #
 ST DESIGN GROUP PRESIDENT
 LICENSE #3886
 PROFESSIONAL OF RECORD
 NUMBER: 413-663-3617

REVISION	
DESIGN BY: AMS	CHECKED BY: JVS II
DATE: JANUARY 25, 2017	SHEET NO.:
SCALE FOR: Permit	4 of 7
SCALE: As Noted	



- NOTES:**
- REFER TO UTILITY PLANS FOR LOCATIONS OF UNDERGROUND UTILITY LINES. COORDINATE WITH GENERAL CONTRACTOR AND DIGSAFE FOR VERIFYING UTILITY LOCATIONS.
 - PROVIDE 4" LOAM & SEED AS SPECIFIED IN ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITY & NOT OTHERWISE PLANTED OR MULCHED.
 - PROVIDE 2" OF BARK MULCH (NOT WOOD CHIPS) AT ALL PLANTING AREAS INDICATED TO RECEIVE MULCH.
 - INSTALL ALL PLANTS AT THE LOCATIONS INDICATED. IF SITE CONDITIONS MAKE A SPECIFIED LOCATION UNPLANTABLE, NOTIFY THE LANDSCAPE DESIGNER & AN ALTERNATIVE LOCATION WHICH ACHIEVES THE SAME OBJECTIVE WILL BE SELECTED.
 - NO SUBSTITUTIONS FOR THE SPECIES INDICATED SHALL BE MADE EXCEPT WITH PRIOR NOTIFICATION & APPROVAL OF THE LANDSCAPE DESIGNER.

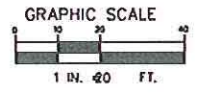
LEGEND

- APPROXIMATE PROPERTY LINE
- ZONE LINE
- EXISTING TREELINE
- ⊙ EXISTING UTILITY POLE
- ⊙ EXISTING GUY POLE
- EXISTING FENCE
- PROPOSED 42" HIGH BOLLARD LIGHT
- ⊙ PROPOSED 16"-0" TALL LIGHT (175 W, M.H. OR L.E.D., FULL CUT OFF)
- PROPOSED SOLID WOOD FENCE

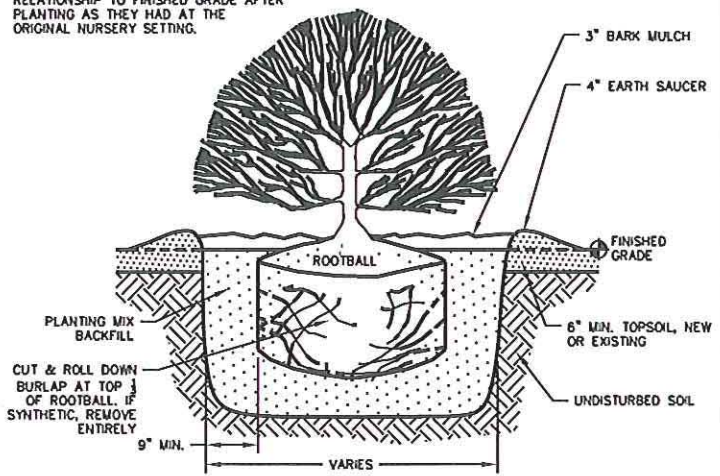
PLANT SCHEDULE

KEY	NAME	QUANTITY	SIZE
AA	THUJA OCCIDENTALIS 'AMERICAN' - AMERICAN ARBORVITAE	13	4'-6"
DECIDUOUS TREES			
RM	ACER RUBRUM 'OCTOBER GLORY' - RED MAPLE	3	2"-2 1/2"
CB	BETULA NIGRA - CLUMP RIVER BIRCH	1	10'-12"
PFC	MALUS 'ADAMS' - PINK FLOWERING CRAB	5	1"-1 1/2"
PO	QUERCUS PALUSTRIS - PIN OAK	3	2"-2 1/2"
FP	PRUNUS TRILOBA - FLOWERING PLUMB	4	1"-1 1/2"
CONIFEROUS EVERGREEN TREES			
BX	BUXUS 'GREEN VELVET' - GREEN VELVET BOXWOOD	7	2'-3"
DECIDUOUS SHRUBS / GRASS			
WH	ILEX VERTICILLATA 'APOLLO' - WINTERBERRY HOLLY	10	2'-3"
S	SPIRAEA BUWALDA 'CRISPA' - CRISP LEAF SPIRAEA	11	NO. 3 POT
R	IRICACFAF - RHODODENDRON	3	2'-3"
BS	SCHIZACHYRIUM SCOPARIUM - BLUE STEM GRASS	19	NO. 1 POT

SITE PLAN
SCALE: 1"=20'

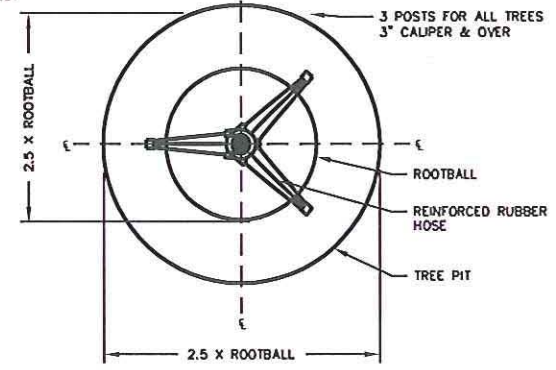
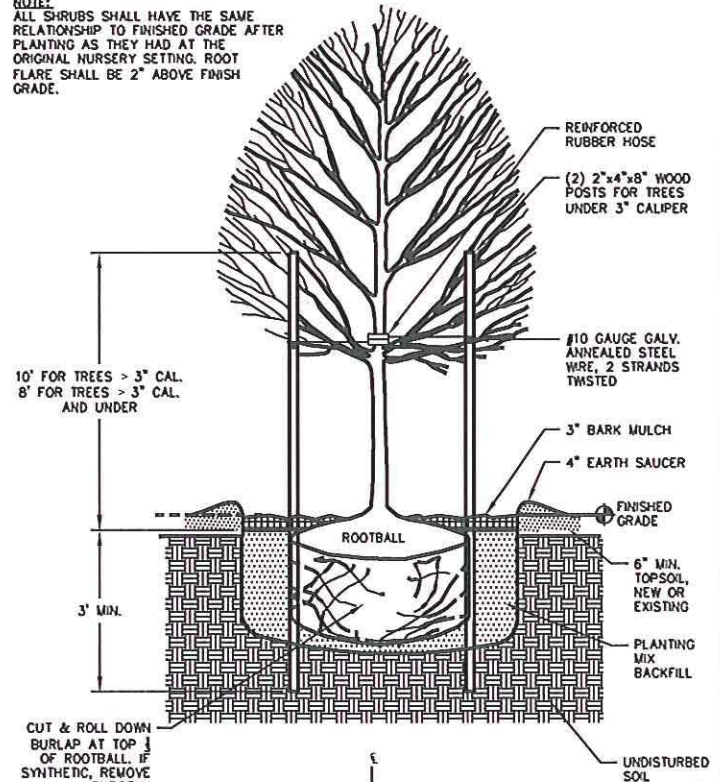


NOTE:
ALL SHRUBS SHALL HAVE THE SAME RELATIONSHIP TO FINISHED GRADE AFTER PLANTING AS THEY HAD AT THE ORIGINAL NURSERY SETTING.



BUSH DETAIL
SCALE: N.T.S.

NOTE:
ALL SHRUBS SHALL HAVE THE SAME RELATIONSHIP TO FINISHED GRADE AFTER PLANTING AS THEY HAD AT THE ORIGINAL NURSERY SETTING. ROOT FLARE SHALL BE 2" ABOVE FINISH GRADE.



TREE DETAIL
SCALE: N.T.S.

PLAN TO ACCOMPANY PERMIT APPLICATION
PREPARED FOR:
JFJ HOLDING, LLC
LOCATED AT:
68 DALTON AVENUE
PITTSFIELD, MASSACHUSETTS

Design Group, Inc.
Civil Engineers • Surveyors • Consultants
17000 ROUTE 1A, PITTSFIELD, MASSACHUSETTS 01201
PH: 413-437-1000

LIGHTING & LANDSCAPING PLAN

SK DESIGN GROUP PROJECT #: **160115**

JAMES H. SOULE II
SK DESIGN GROUP PRESIDENT
LICENSE #2883
PROFESSIONAL OF RECORD
PHONE: 413-437-1000

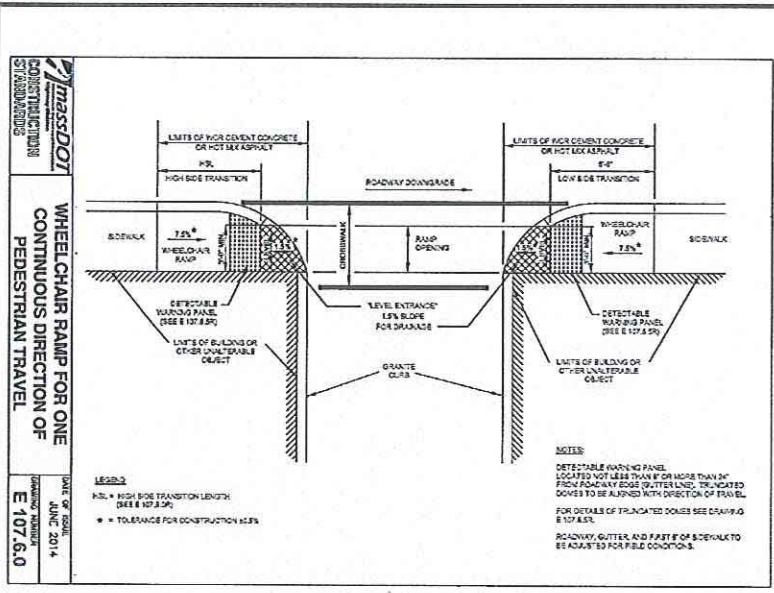
REVISIONS

NO.	DATE	DESCRIPTION

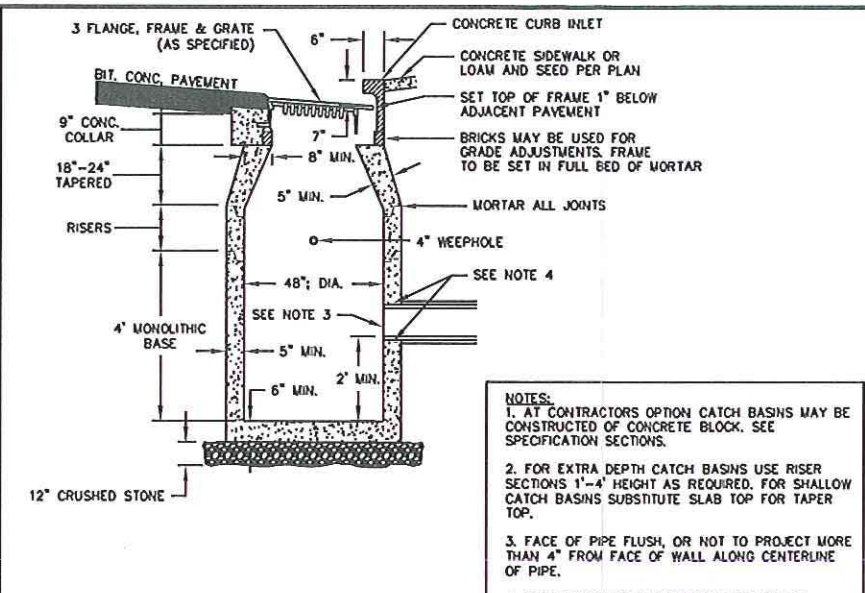
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SCALE: As Noted

5 of 7

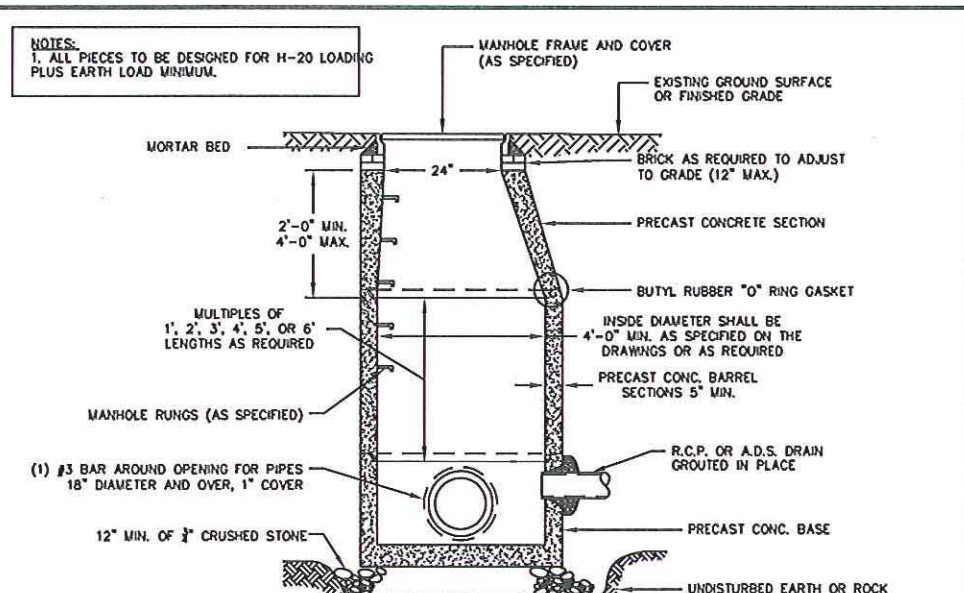
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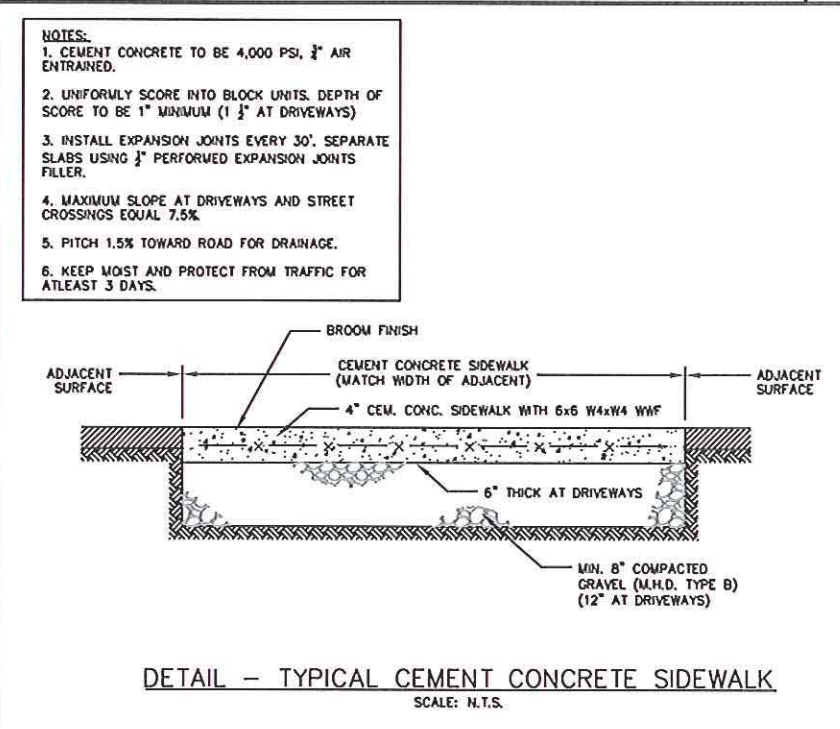
DETAIL - WHEELCHAIR RAMP
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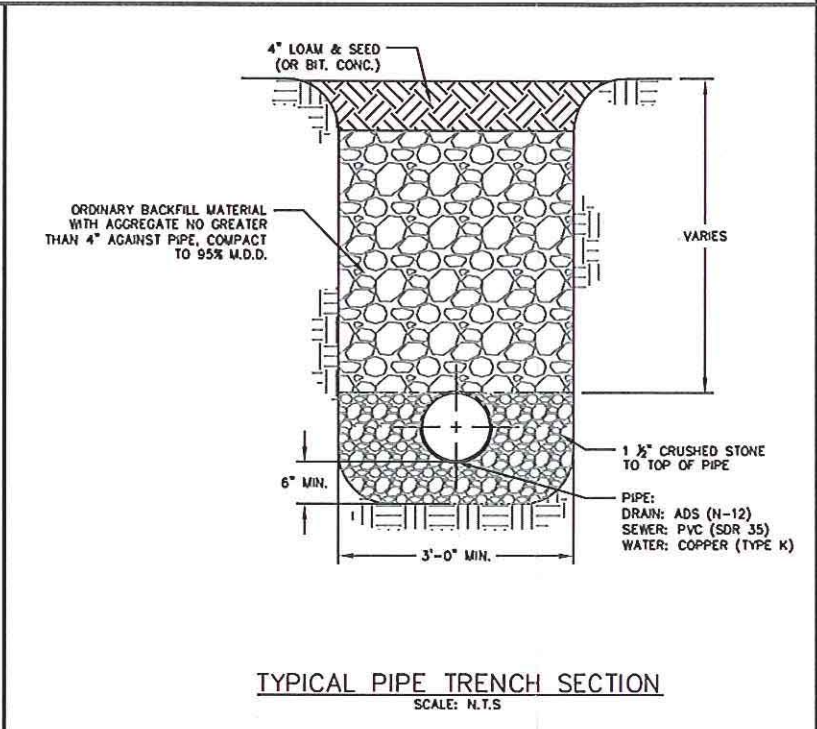
DETAIL - TYPICAL CATCH BASIN
SCALE: N.T.S.



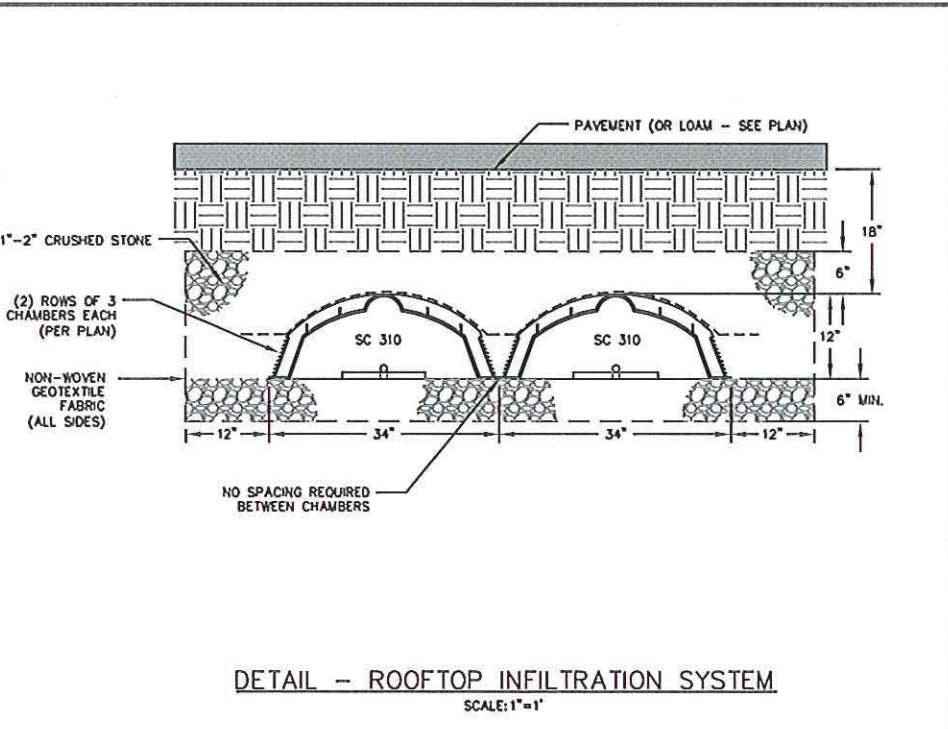
DETAIL - PRECAST DRAIN MANHOLE
SCALE: N.T.S.



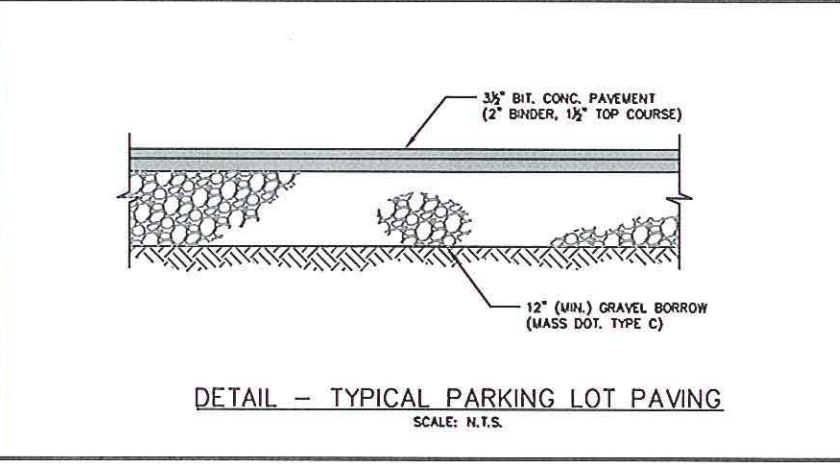
DETAIL - TYPICAL CEMENT CONCRETE SIDEWALK
SCALE: N.T.S.



TYPICAL PIPE TRENCH SECTION
SCALE: N.T.S.



DETAIL - ROOFTOP INFILTRATION SYSTEM
SCALE: 1"=1'



DETAIL - TYPICAL PARKING LOT PAVING
SCALE: N.T.S.

PLAN TO ACCOMPANY PERMIT APPLICATION
PREPARED FOR:
JFJ HOLDING, LLC
LOCATED AT:
68 DALTON AVENUE
PITTSFIELD, MASSACHUSETTS

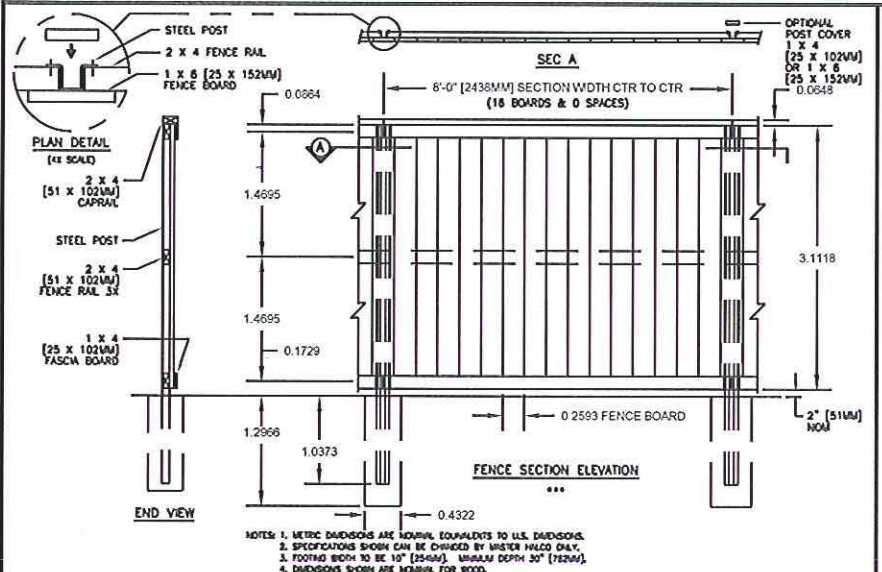
Design Group, Inc.
Civil Engineers • Surveyors • Consultants
270 Worcester Street, Worcester, Massachusetts 01601
Phone: 508-853-8800
Fax: 508-853-8801
E-mail: info@designgroupinc.com
WWW.DESIGNGROUPINC.COM

DATE: 1/25/2017
PROJECT: 160115
SHEET NO.: 6 OF 7

REVISIONS	
NO.	DESCRIPTION

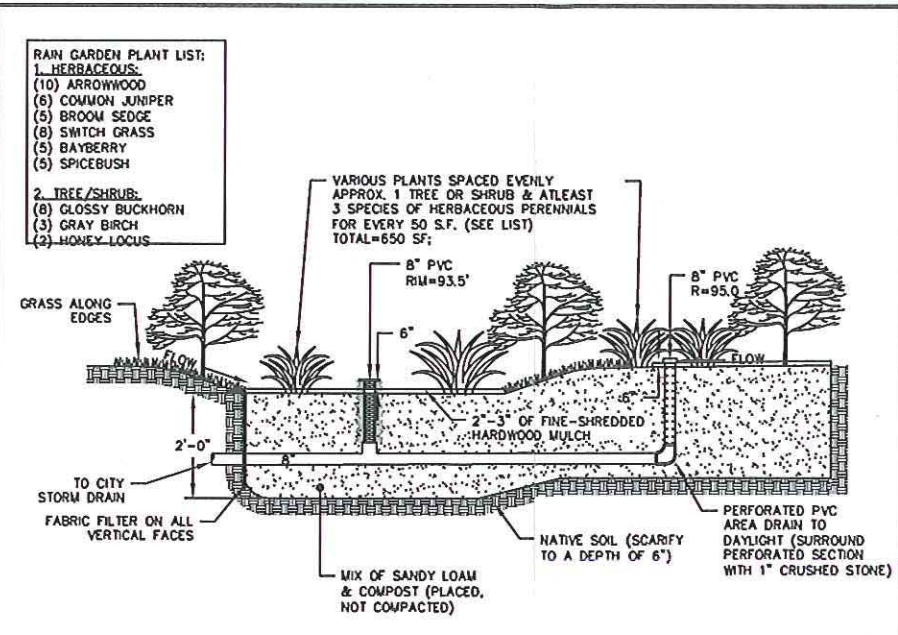
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SCALE: As Noted	DESIGNER: AMS
PROJECT: 160115	DRAWN BY: AMS
SHEET NO.: 6 OF 7	

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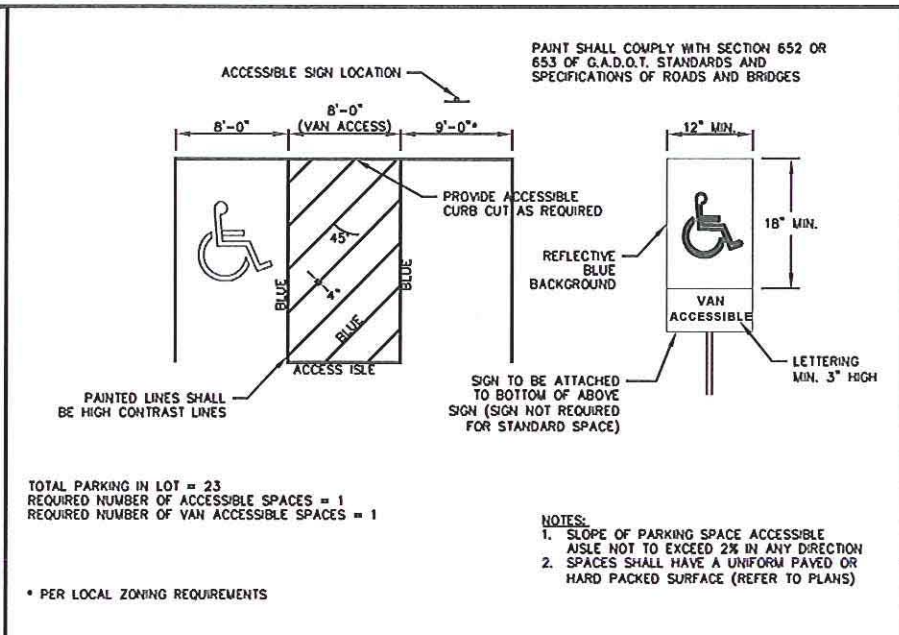


COPYRIGHT © 1988-2008 MASTER HALCO, INC. ALL RIGHTS RESERVED. MASTER HALCO, INC.	6' TRADITIONAL BOARD FENCE DETAIL STYLE: FLAT TOP W/ CAPRAL & FASCIA NOM 6' (1829MM) FENCE HEIGHT 1 X 6 (25 X 152MM) FENCE BOARDS	BY: JER DATE: 02-28-99 REV: D REV DATE: 05-18-99	DRAWN: 10-1120 LAYER: 1 SCALE: 1/2" = 1'-0"
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DETAIL - FENCE
SCALE: N.T.S.



DETAIL - RAIN GARDEN
SCALE: N.T.S.



DETAIL - ACCESSIBLE PARKING SIGNING & STRIPING
SCALE: N.T.S.

PLAN TO ACCOMPANY PERMIT APPLICATION
 PREPARED FOR:
JFJ HOLDING, LLC.
 LOCATED AT:
 68 DALTON AVENUE
 PITTSFIELD, MASSACHUSETTS

Design Group, Inc.
 Civil Engineers • Surveyors • Consultants
 1150 MAIN STREET, PITTSFIELD, MASSACHUSETTS 01201 (413) 432-8287

PLAN DESCRIPTION
DETAILS

BY DESIGN GROUP PROJECT #:
160115

JAMES M. SCALISE II
 BY DESIGN GROUP PRESIDENT
 LICENSE #35863
 PROFESSIONAL OF RECORD
 EXPIRES 11-11-2017

OWNER BY: AMS	CHECKED BY: JMS II
DATE: JANUARY 25, 2017	SHEET NO. 7
ISSUED FOR: Permit	OF 7
SCALE: As Noted	

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 Printed On: Monday, January 30, 2017 - 4:54pm
 User Name: rbourne



CITY OF PITTSFIELD

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

March 23, 2017

To The Honorable Members
Of the City Council
Of the City of Pittsfield

Re: Site Plan Review - Application from JFJ Holding, LLC for a drive-thru restaurant located at 68 Dalton Avenue under Section 7.839 of the Zoning Ordinance

Dear Councilors:

Please be advised that the Community Development Board has reviewed the site plan component of the special permit application under Section 7.839 of the Zoning Ordinance from JFJ Holding, LLC for a proposed drive-thru restaurant located at 68 Dalton Avenue.

At its meeting on March 22, 2017, the Board voted 5-0 to unanimously approve the site plan with the stipulation that the applicant initiate the process of eliminating the closest on-street parking space on Dalton Avenue to the west of the proposed curb cut. The Board also recommended the following conditions:

1. A tracking pad should be installed at the entrance of the project site to reduce tracking of soil offsite by construction vehicles.
2. If on-site parking is impeded by snow, the applicant must remove the snow from the property.
3. All lighting shall be downward casting and shall not trespass onto neighboring properties.
4. *The applicant would be subject to all other federal, state and local rules and regulations not specifically covered by the granting of a site plan review.*

Sincerely,

A handwritten signature in cursive script that reads "Sheila B. Irvin".

Sheila B. Irvin
Chair

SI/cjh



CITY OF PITTSFIELD

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

APPLICATION:	Special Permit under Section 7.839
APPLICANT:	JFJ Holding, LLC
OWNER:	Raymond Frenkel
PROPERTY LOCATION:	68 Dalton Avenue/19 and 23 Harvard Street
ASSESSOR MAP & LOT:	J11-3-14, 15, 16 and 17
CURRENT ZONING:	B-G (General Business)/C-W-S (Commercial Warehousing and Storage)
INTENSITY REGULATIONS:	Maximum Height: 50/90 feet
SURROUNDING USES:	Commercial, Residential
USE REQUESTED:	A drive-through window associated with a Dunkin' Donuts Restaurant (Section 7.839)
FILING DATE:	February 2, 2017
SITE PLAN REVIEW:	March 22, 2017
SPECIAL PERMIT HEARING:	March 28, 2017

INTRODUCTION

IN REVIEWING THIS PROJECT PLEASE NOTE: SK Design has submitted multiple sets of revised plans as well as additional supplemental materials. The March 21, 2017 plan set is the most recent version that includes modifications based on discussions with City staff and from third party review. The March 7 package from SK Design includes the most recent version of architectural renderings. In relation to traffic there are three additional files to the traffic study that is provided in the original application dated January 31 – a review letter from Greenman Pedersen, Inc. (GPI – the City's traffic consultant) dated March 17, a response from the applicant's consultant dated March 21, and a partial follow up via email dated March 22.

JFJ Holding, LLC (the “applicant”) has requested a Special Permit under Article 23-7, Section 7.839 for the installation of a drive-thru window as part of a proposed Dunkin' Donuts restaurant located at 68 Dalton Avenue, the current home of Royal Cleaners. The project would also include three properties on Harvard Street, two of which contain existing multi-family residences. This proposed restaurant would replace the existing Dunkin' Donuts on Dalton Avenue.

The project site is located at the southwestern corner of the Dalton Avenue/Harvard Street intersection. The existing structures on the Dalton Avenue and Harvard Street properties would be demolished to make way for an approximately 2,100 square foot Dunkin' Donuts restaurant with a drive-through window. The proposed site would include space for queuing from the order board of at least 18 automobiles, compared to the capacity for 7-8 automobiles at the existing Dalton Avenue location. The applicant

provides more than the required on-site parking, and the upgrades to on-site stormwater management represents a significant improvement compared to the existing stormwater management of the subject parcels. The applicant has submitted revised architectural renderings which are an improvement over the elevations provided in the original package (included in supplemental materials from SK Design dated March 7).

The demolition of at least two of the structures will be subject to the Demolition Delay Ordinance – the Royal Cleaners building is believed to be less than 75 years old, but the applicant will need to provide evidence to support this claim as the assessor card indicates a 1940 construction date. This review is anticipated at a mid-April Historical Commission meeting.

On March 22, 2017, the Community Development Board reviewed the project and voted 5-0 to approve the site plan component of this project. The Board recommended attaching multiple conditions and also noted that because of concern with line of sight exiting the project on Dalton Avenue, that the City Council should eliminate at least the closest on-street parking space on the south side of Dalton Avenue west of the proposed curb cut. This process should be initiated by the applicant.

The following analysis is based on the requirements contained in the Zoning Ordinance.

ANALYSIS

SECTION 7.839 EATING ESTABLISHMENTS, DRIVE-IN, DRIVE-UP OR DRIVE-THROUGH, REQUIREMENTS: (ORD 768-1994)

D. Requirements

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

COMMENT: The queuing spaces will curve in a u-shape from the order board/window on the eastern side of the property to the Dalton Avenue entrance. Queuing for the first seven spaces from the order board will not impact any required parking. In peak events of greater than seven cars from the order board, parking would likely be impacted to the east of the queue. However, there would still be plenty of parking located to the west of the queuing line that would not be impacted. If this is a concern of the Board, it could be mitigated by ensuring that employee parking be located in the area that could potentially be impacted during peak events.

2. The minimum number of waiting spaces for each service area shall be six. This number includes the space at the immediate service area. The "immediate service area" shall be defined as the area where the order is placed or where initial contact is first made. A waiting space shall be nine feet in width and twenty feet in length. [Amended 9-20-2001 by Ord. No. 892]

COMMENT: The applicant meets this requirement. The proposed project would

provide stacking for at least 18 cars from the order board to the street. In comparison, the existing site on Dalton Avenue provides stacking for up to 7 to 8 cars from the order board to the street.

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

COMMENT: A 4' canopy is proposed over the drive-thru window. The canopy would meet this requirement.

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

COMMENT: The applicant has proposed landscaping around the site. Given existing lines of site, the planting of trees or other dense vegetation along Dalton Avenue are not practical.

5. (a) The applicant shall furnish a traffic study/report detailing the impacts of traffic on the adjoining street, and the volume of traffic generated by the facility. The report will contain information on the mitigation of the impacts on the adjoining streets and intersections in the area.

COMMENT: The applicant has provided a traffic study which was reviewed by the City's consultant, GPI (GPI's comment letter is enclosed).

5.(b) This report will be reviewed by the City Engineer who will submit his comments and recommendations to the Special Permit Granting Authority.

COMMENT: In place of the City Engineer the City retained GPI to review the project and traffic study provided by the applicant. The applicant notes multiple items that should be addressed by the applicant. The two most significant concerns are in relation to the project's interaction with Dalton Avenue (comments 10 and 11). GPI states the applicant may want to consider direct drive-through egress at Harvard Avenue to minimize left turn movements onto Dalton Avenue. The alternative, which may not totally address the concern, is the removal of on-street parking on the south side of Dalton Avenue.

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

COMMENT: The site has some dedicated space for snow storage. The Board may wish to consider recommending to City Council that if approved, a condition be required that the applicant will be responsible for the removal of snow from the site if it impedes access, safety and/or parking.

SECTION 13.204 FINDINGS REQUIRED

Section 13.204 of the Zoning Ordinance requires that the Special Permit Granting Authority shall make the following findings with respect to the proposed use if an approval is granted:

- A. Is in compliance with all applicable provisions and requirements of the ordinance and in harmony with its general intent and purpose.**

PROPOSED FINDING: The applicant has met the requirements of this finding.

- B. Will not be detrimental or can be conditioned so as not to be detrimental to adjacent uses or to the established character of the neighborhood.**

PROPOSED FINDING: Overall, the use is not believed to be detrimental to the surrounding neighborhood. As described in this analysis, the primary concern that has been raised is sight distance at the Dalton Avenue curb cut. The Community Development Board felt removing on-street parking from Dalton Avenue would improve the situation. GPI has recommended the consideration of requiring drive-through traffic to exit the site onto Harvard, which would improve sight distance and consolidate traffic from the site to the Dalton Avenue/Harvard Street intersection. This could be accommodated by moving the building back slightly and not significantly impacting the amount of queuing provided on-site.

- C. Will not be inconsistent with the overall purpose of the Master Plan as adopted and amended by the Planning Board, and will consider whether the proposed uses:**

PROPOSED FINDING: The project is supported by the City's master plan, especially through the premise of improvement to the City's gateways and allowing for the growth of existing businesses.

- D. Will create undue traffic congestion, or unduly impair pedestrian safety.**

PROPOSED FINDING: The proposed project is not anticipated to have significant impacts on the overall traffic generation in the area. The primary traffic related concern is sight distance and the potential conflict of automobiles making a left turn into the site from the west and traffic exiting the site attempting to make left turns to the west, especially during peak demand. The Community Development Board recommended removing parking spaces on Dalton Avenue, while GPI has suggested the potential of routing the drive-through traffic to Harvard Street.

- E. Will overload any public water, drainage or sewer system or any other municipal facility to such an extent that the proposed use or any other area of the City will be unduly subject to the hazards affecting public health, safety or general welfare.**

PROPOSED FINDING: The project is not anticipated to result in significant adverse impacts to municipal services.

SUMMARY

The proposal includes the construction of an approximately 2,100 square foot Dunkin' Donuts restaurant with a drive-through window at 68 Dalton Avenue. The proposal would result in the demolition of existing structures at 68 Dalton Avenue, 19 Harvard Street and 23 Harvard Street.

The project is anticipated to relieve the congestion at the existing Dunkin Donut's site by providing capacity for queuing for over double the number of automobiles. The applicant provided revised plans that have addressed previous concerns raised, including revised architectural drawings which represent from the staff perspective, an improvement to the building design.

The City retained consultants to provide third party review in relation to stormwater, site design and traffic. Trinity Engineering reviewed stormwater and site design, and the applicant agreed to make the modifications suggested by Trinity. Greenman-Pedersen, Inc. was retained to review the applicant's traffic study. Comments from GPI, as well as follow up responses from the applicant and GPI are enclosed. While GPI noted multiple items that have been addressed by the applicant, the primary concern for staff remains egress through the Dalton Avenue curb cut, especially left turn movements. GPI suggests that drive-through egress to Harvard Street could potentially alleviate the sight distance issue with exiting the site onto Dalton Avenue. The Community Development Board recommended that if the special permit is approved, that the applicant petition the City Council to remove one on-street parking space to the west of the site. The neighboring residential properties have on-site parking, but losing on-street spaces may not be ideal for those property owners.

If the City Council is concerned with the sight distance issue raised by GPI, they may require the recommendation from the Community Development Board of eliminating an on-street parking space to the west of the Dalton Avenue curb cut (which would need to occur through a separate action by the Council). The Council could also consider requiring egress from the drive-through lane to Harvard Street through a new curb cut on Harvard Street, eliminating a connection between the drive aisle that passes between the building and Dalton Avenue. If needed, the building could be moved further south an additional 20 to 40 feet to allow for an appropriate distance between the Dalton Avenue/Harvard Street intersection and a new exit curb cut on Harvard Street. Another option that had been considered was prohibiting egress through the Dalton Avenue curb cut within the current site design, requiring traffic to exit the site from the proposed Harvard Street curb cut. However, this option was viewed to create additional on-site congestion, especially during the peak hour.

Should the Council vote to approve the special permit under Section 7.839, the following conditions are suggested:

1. A tracking pad should be installed at the entrance of the project site to reduce tracking of soil offsite by construction vehicles.
2. If on-site parking is impeded by snow, the applicant must remove the snow from the property.
3. All lighting shall be downward casting and shall not trespass onto neighboring properties.
4. *The applicant would be subject to all other federal, state and local rules and regulations not specifically covered by the granting of a site plan review.*

March 17, 2017

Mr. Cornelius J. Hoss, City Planner
City of Pittsfield
Department of Community Development
70 Allen Street, Room 205
Pittsfield, MA 01201

**Re: Dunkin Donuts Traffic Study Review, Dalton Avenue and Harvard Street,
Pittsfield, MA; GPI project # ALB 2017 034**

Dear Mr. Hoss:

Greenman-Pedersen, Inc. (GPI) has performed a technical review of the traffic impact assessment performed by VHB in December 2016 for the proposed Dunkin Donuts located at the corner of Dalton Ave and Harvard St in Pittsfield, MA. As part of our effort on this project, GPI performed the following work:

- Conducted a site visit to review the proposed site location and surrounding roadways as well as the existing Dunkin Donuts facility,
- Reviewed the procedures and guidelines used in the Traffic Impact Assessment,
- Reviewed the time periods analyzed, the study area size and the scope of analysis for appropriateness,
- Performed a technical review of all analyses,
- Reviewed site access and proposed impacts to determine appropriateness.

Based on our review, we have the following comments and observations:

1. The study analyzes the weekday AM and Saturday peak hours only and does not consider the weekday PM peak hour. However, there is significantly more traffic (65%) on the adjacent roadways during the PM peak hour. Even though the project will produce fewer trips in the PM peak hour, it could have a more significant impact in that time period due to the higher volume on the adjacent streets. Therefore, we feel the applicant should conduct further study of the project impacts in the PM peak hour.
2. Given the projected number of new trips expected to be generated, the size of the project area is sufficient. It is unlikely that this development will cause any traffic impacts outside of the site driveways and the Dalton Ave at Harvard St intersection.
3. Using the 2023 Design year (7 years in the future) is consistent with the State standards. A growth rate of 2%/year appears reasonable given the potential development sites nearby.
4. The accident analysis presented appears reasonable. There is a low incidence of accidents at the existing Dalton Ave and Harvard St intersection and the accidents at the existing Dunkin Donuts development total only about 2.2 per year.

5. The ITE trip generation rates looks reasonable, but we question the use of these rates versus using actual trip generation rates from the existing site. The *Trip Generation Manual* is a great resource that provides useful information and is the standard for estimating site trips when better data is not available, but with the existing Dunkin Donuts restaurant located just a block away, the best available data would be from traffic counts at that existing location. We feel the applicant should conduct traffic counts at the existing Dunkin Donuts facility to develop localized trip rates for use in forecasting the traffic to be generated by the proposed facility.
6. Pass-by trip rates are reasonable and are consistent with State and ITE guidelines.
7. To be conservative, the study does not remove any existing trips for the existing land uses on-site. This is a reasonable approach.
8. The directional distribution of site trips on the adjacent roadway appears reasonable.
9. The analysis performed utilized the Synchro 8 software using the methodologies of the *2000 Highway Capacity Manual (HCM)*. The latest Synchro is Version 9 and the latest methodology for capacity analysis is found in the 2010 HCM. GPI does not feel there would be a significant enough change in the output results to warrant a reanalysis using the 2010 HCM methodologies, but any future analysis should be done using the 2010 methodologies, not the 2000.

10. The analyses assumes a two-way left turn lane (TWLTL) median with storage for two vehicles on the eastbound approach at the Dalton Ave and Harvard St intersection and on both the eastbound and westbound approaches for the site Driveway #1 intersection. However, the existing geometry/striping does not provide a TWLTL as presented in the analysis (see photo). We feel including the TWLTL in the analysis without including a recommendation to change the existing conditions on Dalton Ave underestimates the traffic delays and the potential for queueing on Dalton Ave. This condition should be further examined by the applicant.



11. The applicant should address sight distance at the proposed driveway to Dalton Ave. Vehicles parked on Dalton Ave to the west of the proposed driveway have the potential to restrict sight distance for an exiting vehicle looking to the west (see photo to the right). The applicant should evaluate this condition, and identify what if any modifications are appropriate to provide adequate sight distance.



12. The two previous comments point out potential obstacles to creating the new major exit for the Dunkin Donuts directly to Dalton Ave. The applicant may want to consider orienting the site access to direct more exiting vehicles onto Harvard Street as an alternative way to address the noted obstacles to the Dalton Street driveway.

13. The applicant should identify how delivery vehicles will enter, exit and park onsite without disrupting typical circulation. A delivery vehicle was observed at the existing facility on March 16, 2017 (see photo to right) that was blocking traffic circulation.



We suggest the City ask the applicant to revise the traffic assessment to address the comments noted to provide a better indication of the likely traffic operations that would result from the construction of the Dunkin Donuts facility on the site as proposed.

Feel free to contact us if you have any questions concerning this review.

Sincerely,

GPI | Greenman-Pedersen, Inc.

Handwritten signature of Michael R. Wieszchowski in blue ink.

Michael R. Wieszchowski, P.E., PTOE
Senior Traffic Engineer

Handwritten signature of Peter Faith in black ink.

Peter Faith, P.E.
Vice President; Director of Traffic Engineering and Planning



Memorandum

To: Mr. Cornelius J. Hoss
City Planner
70 Allen Street, Room 205
Pittsfield, MA 01201

Date: March 20, 2017

Project #: 13752.00

From: John J. Furman, PE
Juliet C. Locke, PE, PTOE

Re: Proposed Quick Service Restaurant with Drive-Through Window
Pittsfield, Massachusetts
Transportation Impact Assessment
Peer Review Comment Responses

The following summarizes comments received from Greenman-Pederson, Inc. (GPI) dated March 17th, 2017, and VHB's responses:

1. This study analyzes the weekday AM and Saturday peak hours only and does not consider the weekday PM peak hour. However, there is significantly more traffic (65%) on the adjacent roadways during the PM peak hour. Even though the project will produce fewer trips in the PM peak hour, it could have a more significant impact in that time period due to the higher volume on the adjacent streets. Therefore, we feel the applicant should conduct further study of the project impacts in the PM peak hour.

Response: Typically, a traffic study of this size will only analyze two peak periods, that would coincide with the peak operations proposed on site. Based on the Automated Traffic Recorder (ATR) that was conducted, Dalton Avenue westbound carries approximately 24% and 20% more traffic in the PM peak hour than during the AM and Saturday peak hours, respectively. Similarly, Dalton Avenue eastbound carries approximately 53% and 15% more traffic in the PM peak hour than during the AM and Saturday peak hours, respectively. While more traffic exists along Dalton Avenue during the weekday PM peak hour, the proposed site use generates more traffic during the weekday AM and Saturday midday peak hours. A revised trip generation table can be seen attached to this memorandum, which outlines the anticipated site generated traffic during all peak periods. Another reason the PM peak hour was not analyzed was that in accordance with industry standards, if a site is increasing the anticipated volumes through an intersection by less than 100, it can be assumed that the impacts will be negligible. From the new trip generation table it can be seen that the new trips expected for this site during the PM peak hour is 45 trips (20 enter, 25 exit). Regardless, utilizing the ATR that was conducted, a weekday PM analysis was conducted. Table 1 can be seen attached to this response to comments, which summarizes the findings.

During the PM peak hour existing conditions, the northbound approach to the unsignalized intersection of Dalton Avenue at Harvard Street is expected to operate at a level of service (LOS) C, while the southbound approach is expected to operate at a LOS E. As these volumes are projected to the No-Build conditions, the LOS deteriorate to a LOS D and LOS F for the northbound and southbound approaches, respectively. This increase in vehicle delays and deterioration of LOS can be attributed to the aggressive background growth factor that was applied to the traffic volumes along Dalton Avenue to account for any other potential projects that would impact the area. For the PM peak hour build conditions, the LOS do not deteriorate from the No-Build conditions, and the delays increase only slightly due to the minor amount of traffic being added due to the proposed development.

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2. Given the projected number of new trips expected to be generated, the size of the project area is sufficient. It is unlikely that this development will cause any traffic impacts outside of the site driveways and the Dalton Avenue at Harvard Street intersection.

Response: No response necessary.

3. Using the 2023 Design year (7 years in the future) is consistent with the State standards. A growth rate of 2% per year appears reasonable given the potential development sites nearby.

Response: No response necessary.

4. The accident analysis presented appears reasonable. There is low incidence of accidents at the existing Dalton Avenue and Harvard Street intersection and the accidents at the existing Dunkin Donuts development total only about 2.2 per year.

Response: No response necessary.

5. The ITE trip generation rates look reasonable, but we question the use of these rates versus using actual trip generation rates from the existing site. The Trips Generation Manual is a great resource that provides useful information and is the standard for estimating site trips when better data is not available, but with the existing Dunkin Donuts restaurant located just a block away, the best available data would be from traffic counts at that existing location. We feel the applicant should conduct traffic counts at the existing Dunkin Donuts facility to develop localized trip rates for use in forecasting the traffic to be generated by the proposed facility.

Response: It is industry standard to use the Institute of Transportation Engineer's (ITE) Trip Generation Manual for estimating the amount of traffic that a site would generate when an applicable ITE land use is available. Data from empirical counts conducted at similar land uses are typically only used if ITE data is found to be insufficient. In this case, ITE has sufficient data for a coffee/donut shop with drive-through window, is based on several observations at various sites, and is a reliable source for traffic estimates. The new site as proposed provides additional room for vehicle stacking in the drive-through lane, and more parking spots. The traffic study was conducted in accordance with industry and State standards, and adequately summarizes the site characteristics.

6. Pass-by trip rates are reasonable and are consistent with State and ITE guidelines.

Response: No response necessary.

7. To be conservative, the study does not remove any existing trips for the existing land uses on site. This is a reasonable approach.

Response: No response necessary.

8. The directional distribution of site trips on the adjacent roadway appears reasonable.

Response: No response necessary.

9. The analysis performed utilized the Synchro 8 software using the methodologies of the 2000 Highway Capacity Manual (HCM). The latest Synchro is Version 9 and the latest methodology for capacity analysis is

found in the 2010 HCM. GPI does not feel there would be a significant enough change in the output results to warrant a reanalysis using the 2010 HCM methodologies, but any future analysis should be done using the 2010 methodologies, not the 2000.

Response: The Traffic Impact Assessment for this site was conducted in 2016, prior to VHB having a Synchro 9 license. For the purpose of addressing this comment, the entire analysis (including the PM peak hour in response to Comment 1) has been rerun utilizing Synchro 9 software, with the 2010 HCM output. Table 1 can be seen attached to this response to comments, which summarizes the findings. While it is obvious the new HCM methodologies are more conservative when estimating delays and LOS for unsignalized approaches, it can be seen in Table 1 that the volume to capacity (v/c) ratio is well under 1.0, and therefore the approach is not yet close to reaching capacity.

10. The analyses assumes a two-way left turn lane (TWLTL) median with storage for two vehicles on the eastbound approach at the Dalton Ave and Harvard St intersection and on both the eastbound and westbound approaches for the Site Driveway #1 intersection. However, the existing geometry/stripping does not provide a TWLTL as presented in the analysis (see photo). We feel including the TWLTL in the analysis without including a recommendation to change the existing conditions on Dalton Ave underestimates the traffic delays and the potential for queuing on Dalton Ave. This condition should be further examined by the applicant.

Response: The TWLTL was a mistake within the analysis. As part of the response to Comment 9, the analysis was rerun without considering a TWLTL, and no significant changes to the output were noted. It is the opinion of VHB that the site driveway along Dalton Avenue will operate sufficiently with the existing lane designation. Table 1 can be seen attached to this response to comments, which summarizes the findings.

11. The applicant should address sight distance at the proposed driveway to Dalton Ave. Vehicles parked on Dalton Ave to the west of the proposed driveway have the potential to restrict sight distance for an existing vehicle looking to the west (See photo to the right). The applicant should evaluate this condition, and identify what if any modifications are appropriate to provide adequate sight distance.

Response: The picture shown in the comment letter from GPI is misleading, as the large building close to the roadway in that picture will be demolished, and the proposed driveway to Dalton Avenue will be constructed in its place. Therefore, approximately 50 feet of on-street parking along the applicant's frontage will be lost due to the proposed site driveway, and the existing driveway to the site immediately to the west. It should also be noted that on-street parking is typical in commercial areas, and allows for vehicles exiting a site driveway the ability to creep forward until the sight distance required is available, prior to maneuvering. Dalton Avenue does not have any vertical or horizontal alignment issues that would typically impact sight distance, and it is VHB's opinion that with the removal of the existing building close to the roadway, and the required removal of approximately 50 feet of on-street parking due to the new driveway, drivers will be able to adequately maneuver their vehicles safely into the traffic stream along Dalton Avenue.

12. The two previous comments point out potential obstacles to creating the new major exit for the Dunkin Donuts directly to Dalton Ave. The applicant may want to consider orienting the site access to direct more exiting vehicles onto Harvard Street as an alternative way to address the noted obstacles to the Dalton Street driveway.

Response: Please see the comment responses for the two previous comments. The proposed site and building orientation allows for optimum vehicle stacking at the drive-through window, and the proposed driveways will adequately accommodate the anticipated traffic generation.

13. The applicant should identify how delivery vehicles will enter, exit, and park onsite without disrupting typical circulation. A delivery vehicle was observed at the existing facility on March 16th, 2017 (see photo to the right) that was blocking traffic circulation.

Response: Deliveries to the site are currently planned on Wednesday mornings at 6:00 AM, by a WB-52 delivery vehicle. It is anticipated that the delivery vehicle will enter the site via the Dalton Avenue driveway, and exit the site via the Harvard Street driveway. While unloading, the truck will park adjacent to the landscaping area, on the western side of the building leaving sufficient room for the drive aisle. This will allow site patrons to circulate around the delivery vehicle while parked, either accessing parking spaces or the drive-through lane.

Trip Generation Summary Estimates

Proposed Development

2,100 square feet
Coffee/Donut Shop with Drive-Through Window

LUC 925

Time Period	Dunkin' Donuts	Pass-By Trips	TOTAL
	LUC 937 2,100 SF	ITE based	New Trips ³
<i>Weekday Daily</i> ^a	1,720	430	1,290
Weekday Morning Peak Hour ^b			
Enter	105	50	55
Exit	<u>105</u>	<u>55</u>	<u>50</u>
Total	210	105	105
Weekday Evening Peak Hour ^b			
Enter	45	25	20
Exit	<u>45</u>	<u>20</u>	<u>25</u>
Total	90	45	45
Saturday Midday Peak Hour ^b			
Enter	90	25	65
Exit	<u>85</u>	<u>20</u>	<u>65</u>
Total	175	45	130

Source: Trip Generation, 9th Edition; Institute of Transportation Engineers (ITE); Washington, D.C. (2012).

a vehicles per day

b vehicles per hour

1 LUC 937 (Coffee/Donut Shop with Drive-Through Window) for 2,100 SF

3 The difference between total site generated trips and pass-by trips

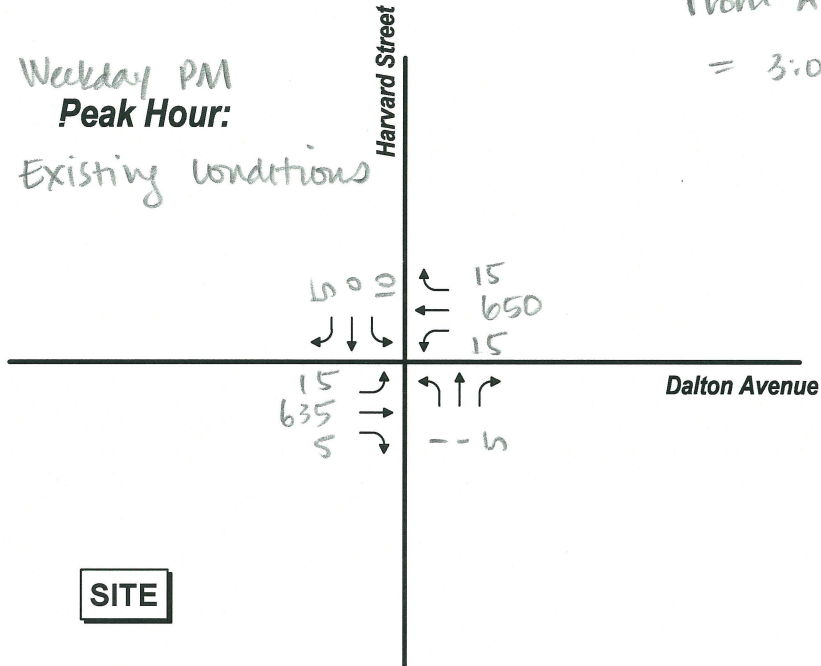
From ITE Trip Generation Handbook

Pass-By Rates for LUC 934 - Fast Food Restaurant with Drive-Through Window

morning peak hour 49%
evening peak hour 50%
Saturday peak hour NA

Weekday PM
Peak Hour:
Existing conditions

From ATR, PM peak
= 3:00 - 4:00 pm



← 24% / 20%
More than AM / SAT

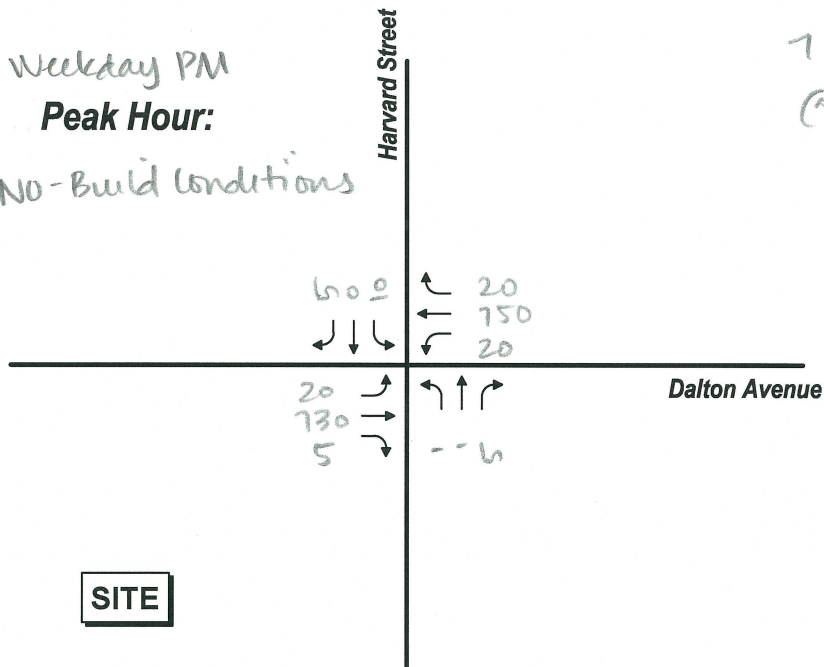
→ 53% / 15%
More than AM + SAT

Commuters leaving
downtown Pittsfield
headed home.

* For side streets,
assume the AM
peak hour, reverse
patterns.

Weekday PM
Peak Hour:
NO-Build conditions

7 year growth
@ 2% per year
 $= 1.02^7 = 1.15$
factor



Legend
Neg
XX →

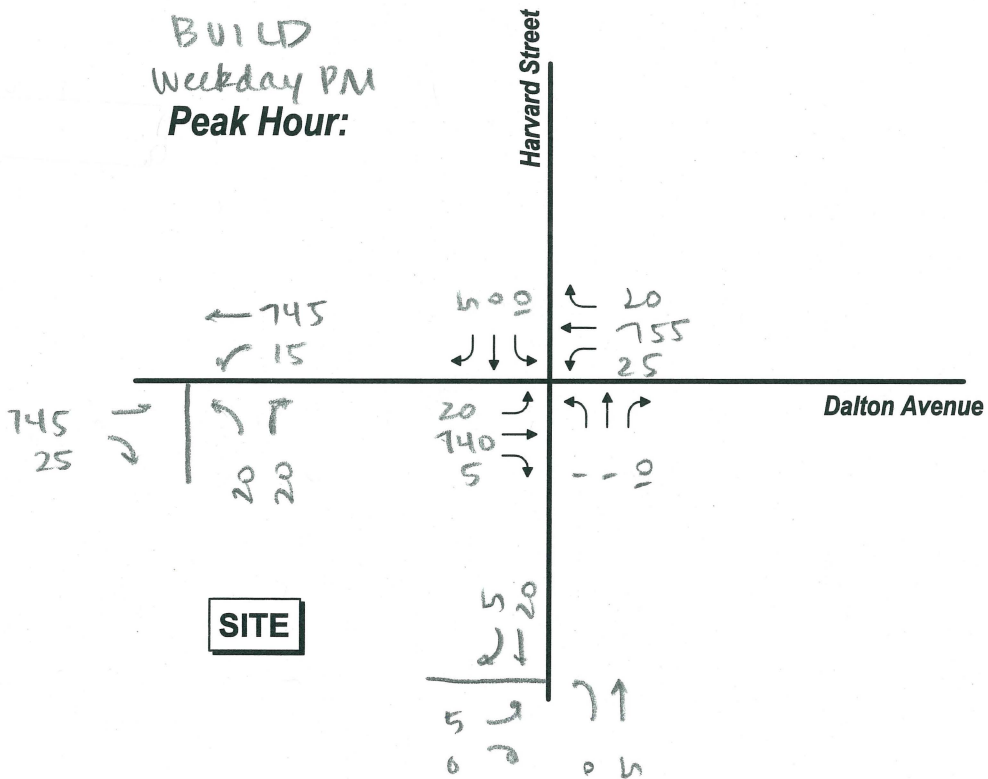
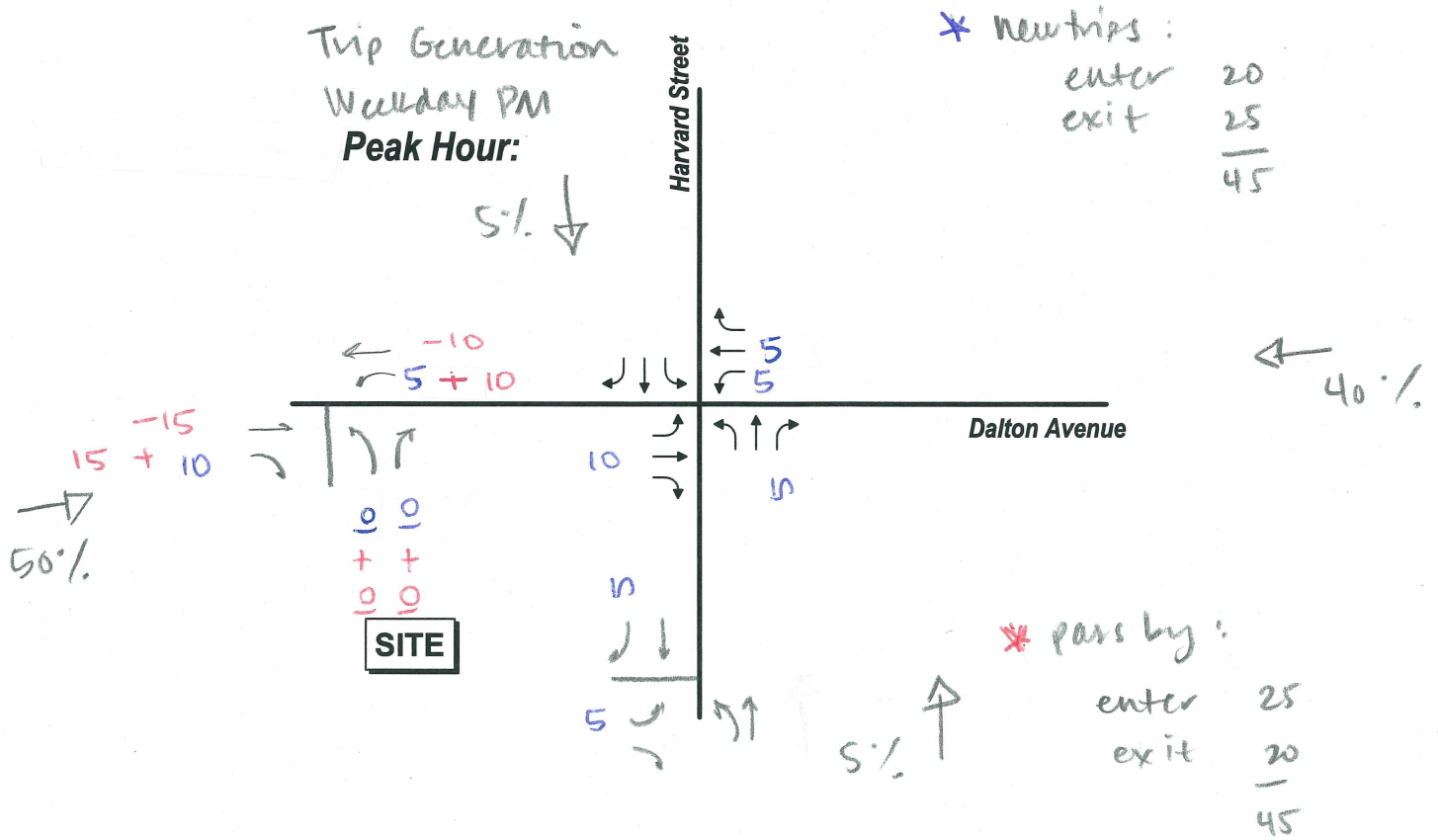
<5 Vehicles
Traffic Volume



Proposed Dunkin' Donuts

Peak Hour Traffic Volumes
Pittsfield, Massachusetts

Figure



Legend
 Neg
 XX →

<5 Vehicles
 Traffic Volume



Proposed Dunkin' Donuts

Peak Hour Traffic Volumes
 Pittsfield, Massachusetts

Figure



Memorandum

Table 1 Unsignalized Intersection Capacity Analyses Summary – Weekday Morning Peak Hour

Location	Movement	2016 Existing				2023 No-Build				2023 Build			
		Dem ^a	v/c ^b	Delay ^c	LOS ^d	Dem	v/c	Delay	LOS	Dem	v/c	Delay	LOS
Dalton Avenue at Harvard Street	NB-LTR	21	0.07	14.8	B	26	0.09	16.0	C	31	0.11	16.3	C
	SB-LTR	30	0.14	19.5	C	40	0.23	25.0	D	40	0.26	27.9	D
Dalton Avenue at Site Drive 1	NB-LR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	90	0.43	29.7	D
Harvard Street at Site Drive 2	EB-LR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5	0.01	8.7	A

Unsignalized Intersection Capacity Analyses Summary – Weekday Evening Peak Hour

Location	Movement	2016 Existing				2023 No-Build				2023 Build			
		Dem ^a	v/c ^b	Delay ^c	LOS ^d	Dem	v/c	Delay	LOS	Dem	v/c	Delay	LOS
Dalton Avenue at Harvard Street	NB-LTR	7	0.04	20.9	C	7	0.05	27.0	D	12	0.07	22.9	C
	SB-LTR	15	0.16	37.8	E	15	0.24	58.7	F	15	0.25	63.0	F
Dalton Avenue at Site Drive 1	NB-LR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40	0.27	35.7	E
Harvard Street at Site Drive 2	EB-LR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5	0.01	8.7	A

a demand in vehicles per hour for unsignalized intersections
 b volume-to-capacity ratio for the critical movement
 c delay of critical approach only
 d level of service of the critical movement
 EB, WB Eastbound, westbound
 NB, SB Northbound, southbound
 N/A movement not present under specified scenario

LR shared left/right-turn movements;
 LTR shared left/through/right-turn movements
 L left-turn movement
 LT shared left/through-movement
 R right-turn movement
 T through-movement

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Table 6 cont. Unsignalized Intersection Capacity Analyses Summary – Saturday Midday Peak Hour

Location	Movement	2016 Existing				2023 No-Build				2023 Build			
		Dem ^a	v/c ^b	Delay ^c	LOS ^d	Dem	v/c	Delay	LOS	Dem	v/c	Delay	LOS
Dalton Avenue at Harvard Street	NB-LTR	10	0.06	20.7	C	10	0.07	25.7	D	15	0.09	23.5	C
	SB-LTR	19	0.09	15.6	C	24	0.13	17.3	C	24	0.14	18.3	C
Dalton Avenue at Site Drive 1	NB-LR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	80	0.46	39.0	E
Harvard Street at Site Drive 2	EB-LR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5	0.01	8.7	A

a	demand in vehicles per hour for unsignalized intersections	LR	shared left/right-turn movements;
b	volume-to-capacity ratio for the critical movement	LTR	shared left/through/right-turn movements
c	delay of critical approach only	L	left-turn movement
d	level of service of the critical movement	LT	shared left/through-movement
EB, WB	Eastbound, westbound	R	right-turn movement
NB, SB	Northbound, southbound	T	through-movement
N/A	movement not present under specified scenario		

Intersection

Int Delay, s/veh 1.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	5	410	1	5	505	10	5	1	15	15	0	15
Future Vol, veh/h	5	410	1	5	505	10	5	1	15	15	0	15
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	93	93	93	81	81	81	73	73	73
Heavy Vehicles, %	3	3	3	3	3	3	0	0	0	5	5	5
Mvmt Flow	5	451	1	5	543	11	6	1	19	21	0	21

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	554	0	0	452	0	0	1031	1027	451	1031	1022	548
Stage 1	-	-	-	-	-	-	462	462	-	559	559	-
Stage 2	-	-	-	-	-	-	569	565	-	472	463	-
Critical Hdwy	4.13	-	-	4.13	-	-	7.1	6.5	6.2	7.15	6.55	6.25
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.15	5.55	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.15	5.55	-
Follow-up Hdwy	2.227	-	-	2.227	-	-	3.5	4	3.3	3.545	4.045	3.345
Pot Cap-1 Maneuver	1011	-	-	1103	-	-	213	236	613	209	233	530
Stage 1	-	-	-	-	-	-	584	568	-	508	506	-
Stage 2	-	-	-	-	-	-	511	511	-	567	559	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1011	-	-	1103	-	-	203	233	613	200	230	530
Mov Cap-2 Maneuver	-	-	-	-	-	-	203	233	-	200	230	-
Stage 1	-	-	-	-	-	-	580	564	-	504	502	-
Stage 2	-	-	-	-	-	-	488	507	-	545	555	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.1	14.8	19.5
HCM LOS			B	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	393	1011	-	-	1103	-	-	290
HCM Lane V/C Ratio	0.066	0.005	-	-	0.005	-	-	0.142
HCM Control Delay (s)	14.8	8.6	0	-	8.3	0	-	19.5
HCM Lane LOS	B	A	A	-	A	A	-	C
HCM 95th %tile Q(veh)	0.2	0	-	-	0	-	-	0.5

Intersection												
Int Delay, s/veh	0.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	15	635	5	15	650	15	1	1	5	10	0	5
Future Vol, veh/h	15	635	5	15	650	15	1	1	5	10	0	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	93	93	93	81	81	81	73	73	73
Heavy Vehicles, %	3	3	3	3	3	3	0	0	0	5	5	5
Mvmt Flow	16	698	5	16	699	16	1	1	6	14	0	7

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	715	0	0	703	0	0	1477	1481	701	1476	1475	707
Stage 1	-	-	-	-	-	-	734	734	-	739	739	-
Stage 2	-	-	-	-	-	-	743	747	-	737	736	-
Critical Hdwy	4.13	-	-	4.13	-	-	7.1	6.5	6.2	7.15	6.55	6.25
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.15	5.55	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.15	5.55	-
Follow-up Hdwy	2.227	-	-	2.227	-	-	3.5	4	3.3	3.545	4.045	3.345
Pot Cap-1 Maneuver	881	-	-	890	-	-	105	127	442	103	124	430
Stage 1	-	-	-	-	-	-	415	429	-	404	419	-
Stage 2	-	-	-	-	-	-	410	423	-	406	421	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	881	-	-	890	-	-	99	119	442	96	117	430
Mov Cap-2 Maneuver	-	-	-	-	-	-	99	119	-	96	117	-
Stage 1	-	-	-	-	-	-	403	416	-	392	406	-
Stage 2	-	-	-	-	-	-	391	410	-	387	408	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.2	0.2	20.9	37.8
HCM LOS			C	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	235	881	-	-	890	-	-	130
HCM Lane V/C Ratio	0.037	0.019	-	-	0.018	-	-	0.158
HCM Control Delay (s)	20.9	9.2	0	-	9.1	0	-	37.8
HCM Lane LOS	C	A	A	-	A	A	-	E
HCM 95th %tile Q(veh)	0.1	0.1	-	-	0.1	-	-	0.5

Intersection

Int Delay, s/veh 0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	10	535	5	5	535	5	5	0	5	2	2	15
Future Vol, veh/h	10	535	5	5	535	5	5	0	5	2	2	15
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	99	99	99	95	95	95	75	75	75	56	56	56
Heavy Vehicles, %	1	1	1	1	1	1	6	6	6	5	5	5
Mvmt Flow	10	540	5	5	563	5	7	0	7	4	4	27

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	568	0	0	545	0	0	1154	1142	543	1142	1142	566
Stage 1	-	-	-	-	-	-	563	563	-	576	576	-
Stage 2	-	-	-	-	-	-	591	579	-	566	566	-
Critical Hdwy	4.11	-	-	4.11	-	-	7.16	6.56	6.26	7.15	6.55	6.25
Critical Hdwy Stg 1	-	-	-	-	-	-	6.16	5.56	-	6.15	5.55	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.16	5.56	-	6.15	5.55	-
Follow-up Hdwy	2.209	-	-	2.209	-	-	3.554	4.054	3.354	3.545	4.045	3.345
Pot Cap-1 Maneuver	1009	-	-	1029	-	-	171	197	532	175	198	518
Stage 1	-	-	-	-	-	-	504	503	-	497	497	-
Stage 2	-	-	-	-	-	-	486	494	-	504	503	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1009	-	-	1029	-	-	157	193	532	170	194	518
Mov Cap-2 Maneuver	-	-	-	-	-	-	157	193	-	170	194	-
Stage 1	-	-	-	-	-	-	497	496	-	490	494	-
Stage 2	-	-	-	-	-	-	454	491	-	491	496	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.2	0.1	20.7	15.6
HCM LOS			C	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	242	1009	-	-	1029	-	-	372
HCM Lane V/C Ratio	0.055	0.01	-	-	0.005	-	-	0.091
HCM Control Delay (s)	20.7	8.6	0	-	8.5	0	-	15.6
HCM Lane LOS	C	A	A	-	A	A	-	C
HCM 95th %tile Q(veh)	0.2	0	-	-	0	-	-	0.3

Intersection												
Int Delay, s/veh	1.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	5	470	1	5	580	10	5	1	20	20	0	20
Future Vol, veh/h	5	470	1	5	580	10	5	1	20	20	0	20
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	93	93	93	81	81	81	73	73	73
Heavy Vehicles, %	3	3	3	3	3	3	0	0	0	5	5	5
Mvmt Flow	5	516	1	5	624	11	6	1	25	27	0	27

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	634	0	0	518	0	0	1181	1173	517	1181	1169	629
Stage 1	-	-	-	-	-	-	528	528	-	640	640	-
Stage 2	-	-	-	-	-	-	653	645	-	541	529	-
Critical Hdwy	4.13	-	-	4.13	-	-	7.1	6.5	6.2	7.15	6.55	6.25
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.15	5.55	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.15	5.55	-
Follow-up Hdwy	2.227	-	-	2.227	-	-	3.5	4	3.3	3.545	4.045	3.345
Pot Cap-1 Maneuver	944	-	-	1043	-	-	168	194	562	165	191	477
Stage 1	-	-	-	-	-	-	538	531	-	459	465	-
Stage 2	-	-	-	-	-	-	460	471	-	520	522	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	944	-	-	1043	-	-	157	191	562	155	188	477
Mov Cap-2 Maneuver	-	-	-	-	-	-	157	191	-	155	188	-
Stage 1	-	-	-	-	-	-	534	527	-	456	462	-
Stage 2	-	-	-	-	-	-	431	468	-	493	518	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.1	16	25
HCM LOS			C	D

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	358	944	-	-	1043	-	-	234
HCM Lane V/C Ratio	0.09	0.006	-	-	0.005	-	-	0.234
HCM Control Delay (s)	16	8.8	0	-	8.5	0	-	25
HCM Lane LOS	C	A	A	-	A	A	-	D
HCM 95th %tile Q(veh)	0.3	0	-	-	0	-	-	0.9

Intersection

Int Delay, s/veh 1.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	20	730	5	20	750	20	1	1	5	10	0	5
Future Vol, veh/h	20	730	5	20	750	20	1	1	5	10	0	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	93	93	93	81	81	81	73	73	73
Heavy Vehicles, %	3	3	3	3	3	3	0	0	0	5	5	5
Mvmt Flow	22	802	5	22	806	22	1	1	6	14	0	7

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	828	0	0	808	0	0	1713	1720	805	1713	1712	817
Stage 1	-	-	-	-	-	-	849	849	-	860	860	-
Stage 2	-	-	-	-	-	-	864	871	-	853	852	-
Critical Hdwy	4.13	-	-	4.13	-	-	7.1	6.5	6.2	7.15	6.55	6.25
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.15	5.55	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.15	5.55	-
Follow-up Hdwy	2.227	-	-	2.227	-	-	3.5	4	3.3	3.545	4.045	3.345
Pot Cap-1 Maneuver	799	-	-	813	-	-	72	90	386	70	89	372
Stage 1	-	-	-	-	-	-	358	380	-	346	369	-
Stage 2	-	-	-	-	-	-	352	371	-	350	372	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	799	-	-	813	-	-	65	81	386	63	80	372
Mov Cap-2 Maneuver	-	-	-	-	-	-	65	81	-	63	80	-
Stage 1	-	-	-	-	-	-	340	361	-	329	351	-
Stage 2	-	-	-	-	-	-	328	352	-	326	353	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.3	0.2	27	58.7
HCM LOS			D	F

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	172	799	-	-	813	-	-	87
HCM Lane V/C Ratio	0.05	0.028	-	-	0.026	-	-	0.236
HCM Control Delay (s)	27	9.6	0	-	9.5	0	-	58.7
HCM Lane LOS	D	A	A	-	A	A	-	F
HCM 95th %tile Q(veh)	0.2	0.1	-	-	0.1	-	-	0.8

Intersection												
Int Delay, s/veh	0.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	10	615	5	5	615	5	5	0	5	2	2	20
Future Vol, veh/h	10	615	5	5	615	5	5	0	5	2	2	20
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	99	99	99	95	95	95	75	75	75	56	56	56
Heavy Vehicles, %	1	1	1	1	1	1	6	6	6	5	5	5
Mvmt Flow	10	621	5	5	647	5	7	0	7	4	4	36

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	653	0	0	626	0	0	1324	1307	624	1308	1307	650
Stage 1	-	-	-	-	-	-	644	644	-	661	661	-
Stage 2	-	-	-	-	-	-	680	663	-	647	646	-
Critical Hdwy	4.11	-	-	4.11	-	-	7.16	6.56	6.26	7.15	6.55	6.25
Critical Hdwy Stg 1	-	-	-	-	-	-	6.16	5.56	-	6.15	5.55	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.16	5.56	-	6.15	5.55	-
Follow-up Hdwy	2.209	-	-	2.209	-	-	3.554	4.054	3.354	3.545	4.045	3.345
Pot Cap-1 Maneuver	939	-	-	960	-	-	130	157	478	134	157	464
Stage 1	-	-	-	-	-	-	455	462	-	447	455	-
Stage 2	-	-	-	-	-	-	434	453	-	455	462	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	939	-	-	960	-	-	116	153	478	130	153	464
Mov Cap-2 Maneuver	-	-	-	-	-	-	116	153	-	130	153	-
Stage 1	-	-	-	-	-	-	448	455	-	440	451	-
Stage 2	-	-	-	-	-	-	394	449	-	441	455	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.1	25.7	17.3
HCM LOS			D	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	187	939	-	-	960	-	-	335
HCM Lane V/C Ratio	0.071	0.011	-	-	0.005	-	-	0.128
HCM Control Delay (s)	25.7	8.9	0	-	8.8	0	-	17.3
HCM Lane LOS	D	A	A	-	A	A	-	C
HCM 95th %tile Q(veh)	0.2	0	-	-	0	-	-	0.4

Intersection

Int Delay, s/veh 1.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	5	490	1	10	605	10	5	1	25	20	0	20
Future Vol, veh/h	5	490	1	10	605	10	5	1	25	20	0	20
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	93	93	93	81	81	81	73	73	73
Heavy Vehicles, %	3	3	3	3	3	3	0	0	0	5	5	5
Mvmt Flow	5	538	1	11	651	11	6	1	31	27	0	27

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	661	0	0	540	0	0	1241	1233	539	1243	1228	656
Stage 1	-	-	-	-	-	-	550	550	-	677	677	-
Stage 2	-	-	-	-	-	-	691	683	-	566	551	-
Critical Hdwy	4.13	-	-	4.13	-	-	7.1	6.5	6.2	7.15	6.55	6.25
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.15	5.55	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.15	5.55	-
Follow-up Hdwy	2.227	-	-	2.227	-	-	3.5	4	3.3	3.545	4.045	3.345
Pot Cap-1 Maneuver	923	-	-	1023	-	-	153	178	546	149	176	460
Stage 1	-	-	-	-	-	-	523	519	-	438	448	-
Stage 2	-	-	-	-	-	-	438	452	-	504	510	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	923	-	-	1023	-	-	141	174	546	137	172	460
Mov Cap-2 Maneuver	-	-	-	-	-	-	141	174	-	137	172	-
Stage 1	-	-	-	-	-	-	519	515	-	434	440	-
Stage 2	-	-	-	-	-	-	405	444	-	471	506	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.1	16.3	27.9
HCM LOS			C	D

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	356	923	-	-	1023	-	-	211
HCM Lane V/C Ratio	0.108	0.006	-	-	0.011	-	-	0.26
HCM Control Delay (s)	16.3	8.9	0	-	8.6	0	-	27.9
HCM Lane LOS	C	A	A	-	A	A	-	D
HCM 95th %tile Q(veh)	0.4	0	-	-	0	-	-	1

Intersection

Int Delay, s/veh 2.8

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	450	50	50	580	55	45
Future Vol, veh/h	450	50	50	580	55	45
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	489	54	54	630	60	49

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	543
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1026
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1026
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.7	29.7
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	252	-	-	1026	-
HCM Lane V/C Ratio	0.431	-	-	0.053	-
HCM Control Delay (s)	29.7	-	-	8.7	0
HCM Lane LOS	D	-	-	A	A
HCM 95th %tile Q(veh)	2	-	-	0.2	-

Intersection

Int Delay, s/veh 1.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	5	0	0	25	5	5
Future Vol, veh/h	5	0	0	25	5	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	0	0	27	5	5

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	35	8	11	0	-	0
Stage 1	8	-	-	-	-	-
Stage 2	27	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	978	1074	1608	-	-	-
Stage 1	1015	-	-	-	-	-
Stage 2	996	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	978	1074	1608	-	-	-
Mov Cap-2 Maneuver	978	-	-	-	-	-
Stage 1	1015	-	-	-	-	-
Stage 2	996	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.7	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1608	-	978	-	-
HCM Lane V/C Ratio	-	-	0.006	-	-
HCM Control Delay (s)	0	-	8.7	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Intersection

Int Delay, s/veh 1.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	20	740	5	25	755	20	1	1	10	10	0	5
Future Vol, veh/h	20	740	5	25	755	20	1	1	10	10	0	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	93	93	93	81	81	81	73	73	73
Heavy Vehicles, %	3	3	3	3	3	3	0	0	0	5	5	5
Mvmt Flow	22	813	5	27	812	22	1	1	12	14	0	7

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	833	0	0	819	0	0	1740	1747	816	1743	1739	823
Stage 1	-	-	-	-	-	-	860	860	-	876	876	-
Stage 2	-	-	-	-	-	-	880	887	-	867	863	-
Critical Hdwy	4.13	-	-	4.13	-	-	7.1	6.5	6.2	7.15	6.55	6.25
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.15	5.55	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.15	5.55	-
Follow-up Hdwy	2.227	-	-	2.227	-	-	3.5	4	3.3	3.545	4.045	3.345
Pot Cap-1 Maneuver	796	-	-	805	-	-	69	87	380	67	86	369
Stage 1	-	-	-	-	-	-	353	376	-	339	362	-
Stage 2	-	-	-	-	-	-	345	365	-	343	367	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	796	-	-	805	-	-	62	77	380	59	76	369
Mov Cap-2 Maneuver	-	-	-	-	-	-	62	77	-	59	76	-
Stage 1	-	-	-	-	-	-	335	357	-	322	339	-
Stage 2	-	-	-	-	-	-	317	342	-	314	348	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.3	0.3	22.9	63
HCM LOS			C	F

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	216	796	-	-	805	-	-	82
HCM Lane V/C Ratio	0.069	0.028	-	-	0.033	-	-	0.251
HCM Control Delay (s)	22.9	9.7	0	-	9.6	0	-	63
HCM Lane LOS	C	A	A	-	A	A	-	F
HCM 95th %tile Q(veh)	0.2	0.1	-	-	0.1	-	-	0.9

Intersection

Int Delay, s/veh 1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	745	25	15	745	20	20
Future Vol, veh/h	745	25	15	745	20	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	810	27	16	810	22	22

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	837	1665
Stage 1	-	-	823
Stage 2	-	-	842
Critical Hdwy	-	4.12	6.42
Critical Hdwy Stg 1	-	-	5.42
Critical Hdwy Stg 2	-	-	5.42
Follow-up Hdwy	-	2.218	3.518
Pot Cap-1 Maneuver	-	797	106
Stage 1	-	-	431
Stage 2	-	-	423
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	797	102
Mov Cap-2 Maneuver	-	-	102
Stage 1	-	-	431
Stage 2	-	-	408

Approach	EB	WB	NB
HCM Control Delay, s	0	0.2	35.7
HCM LOS			E

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	160	-	-	797	-
HCM Lane V/C Ratio	0.272	-	-	0.02	-
HCM Control Delay (s)	35.7	-	-	9.6	0
HCM Lane LOS	E	-	-	A	A
HCM 95th %tile Q(veh)	1	-	-	0.1	-

Intersection

Int Delay, s/veh 1.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	5	0	0	5	20	5
Future Vol, veh/h	5	0	0	5	20	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	0	0	5	22	5

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	29	24	27	0	-	0
Stage 1	24	-	-	-	-	-
Stage 2	5	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	986	1052	1587	-	-	-
Stage 1	999	-	-	-	-	-
Stage 2	1018	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	986	1052	1587	-	-	-
Mov Cap-2 Maneuver	986	-	-	-	-	-
Stage 1	999	-	-	-	-	-
Stage 2	1018	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.7	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1587	-	986	-	-
HCM Lane V/C Ratio	-	-	0.006	-	-
HCM Control Delay (s)	0	-	8.7	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Intersection

Int Delay, s/veh 1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	10	640	5	10	640	5	5	0	10	2	2	20
Future Vol, veh/h	10	640	5	10	640	5	5	0	10	2	2	20
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	99	99	99	95	95	95	75	75	75	56	56	56
Heavy Vehicles, %	1	1	1	1	1	1	6	6	6	5	5	5
Mvmt Flow	10	646	5	11	674	5	7	0	13	4	4	36

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	679	0	0	652	0	0	1386	1369	649	1373	1369	676
Stage 1	-	-	-	-	-	-	669	669	-	697	697	-
Stage 2	-	-	-	-	-	-	717	700	-	676	672	-
Critical Hdwy	4.11	-	-	4.11	-	-	7.16	6.56	6.26	7.15	6.55	6.25
Critical Hdwy Stg 1	-	-	-	-	-	-	6.16	5.56	-	6.15	5.55	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.16	5.56	-	6.15	5.55	-
Follow-up Hdwy	2.209	-	-	2.209	-	-	3.554	4.054	3.354	3.545	4.045	3.345
Pot Cap-1 Maneuver	918	-	-	939	-	-	118	144	463	121	144	448
Stage 1	-	-	-	-	-	-	441	450	-	427	438	-
Stage 2	-	-	-	-	-	-	414	435	-	438	450	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	918	-	-	939	-	-	104	139	463	114	139	448
Mov Cap-2 Maneuver	-	-	-	-	-	-	104	139	-	114	139	-
Stage 1	-	-	-	-	-	-	434	442	-	420	430	-
Stage 2	-	-	-	-	-	-	371	427	-	418	442	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.1	23.5	18.3
HCM LOS			C	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	215	918	-	-	939	-	-	313
HCM Lane V/C Ratio	0.093	0.011	-	-	0.011	-	-	0.137
HCM Control Delay (s)	23.5	9	0	-	8.9	0	-	18.3
HCM Lane LOS	C	A	A	-	A	A	-	C
HCM 95th %tile Q(veh)	0.3	0	-	-	0	-	-	0.5

Intersection

Int Delay, s/veh 2.4

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	620	50	35	630	45	35
Future Vol, veh/h	620	50	35	630	45	35
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	674	54	38	685	49	38

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	728
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	876
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	876
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.5	39
HCM LOS			E

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	190	-	-	876	-
HCM Lane V/C Ratio	0.458	-	-	0.043	-
HCM Control Delay (s)	39	-	-	9.3	0
HCM Lane LOS	E	-	-	A	A
HCM 95th %tile Q(veh)	2.2	-	-	0.1	-

Intersection

Int Delay, s/veh 1.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y			4	4	
Traffic Vol, veh/h	5	0	0	10	10	5
Future Vol, veh/h	5	0	0	10	10	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	0	0	11	11	5

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	25	14	16	0	-	0
Stage 1	14	-	-	-	-	-
Stage 2	11	-	-	-	-	-
Critical Hdwy	7.12	6.22	4.12	-	-	-
Critical Hdwy Stg 1	6.12	-	-	-	-	-
Critical Hdwy Stg 2	6.12	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	986	1066	1602	-	-	-
Stage 1	1006	-	-	-	-	-
Stage 2	1010	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	986	1066	1602	-	-	-
Mov Cap-2 Maneuver	986	-	-	-	-	-
Stage 1	1006	-	-	-	-	-
Stage 2	1010	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.7	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1602	-	986	-	-
HCM Lane V/C Ratio	-	-	0.006	-	-
HCM Control Delay (s)	0	-	8.7	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Hoss, Cornelius (CJ)

From: Faith, Peter <pfaith@gpinet.com>
Sent: Wednesday, March 22, 2017 2:40 PM
To: Hoss, Cornelius (CJ)
Subject: RE: Dalton Ave.

CJ -- We offer the following additional thoughts:

Comment # 5

Although you did not ask us to focus on the response to Comment # 5, we find the response to be inadequate.

The Applicant contends that it is an industry standard to use ITE's Trip Generation Manual to estimate traffic if an applicable Land Use is available, and that local trip information for similar sites should only be applied if the number of data points in the Trip Generation Manual is insufficient. We do not fully agree with this assertion and feel that if more appropriate local data exists, it takes precedence over Trip Generation Manual data. In this case, we have the same use, located on the same roadway as the proposed project (only a block away), which will be closed and relocated to the new location. We don't believe that the Trip Generation Manual, which is a compilation of similar sites with regard to land use, but could vary greatly in background traffic conditions and environment, would provide more accurate data regarding the estimated trips at the new site.

ITE guidelines make several references to using site specific local trip generation data when possible. The ITE publication "Transportation Analysis for Site Development" states a proper procedure for preparing trip generation estimates include: "Check for availability of local trip generation rates for comparable sites" and "Local trip generation data should be collected at sites that exhibit similar characteristics to development being studied".

We believe that to provide the City with the best forecast of likely traffic operation that will result, the Applicant should provide information concerning trip generation at the existing site in each of the studied peak hours. They should discuss how it compares to ITE rates, and detail why they feel ITE rates would provide a more accurate estimate, if they do not use the existing store trip rates for the new location. If the trip rates used in the analysis changes, the Build Condition projections, HCM 2010 capacity analyses should be rerun.

Comment # 10

The Applicant has re-run the analysis to remove the benefits of the TWLTL. We note that the resulting "Build Condition" Level of Service presented in for the Dalton Street driveway is D/E/E in the AM/PM/Sat peak hours.

Comment # 11

The applicant seems to indicate that restricting parking for 50 feet west of the proposed site driveway will provide adequate sight distance. This may be correct, but the applicant has not presented any analysis to confirm this. Also we were unable to identify on the site plans where parking will be removed/restricted in this area. The Applicants reference to "creeping" in their response could affect the ease in which exiting vehicles can safely make their desired maneuver.

Comment # 12

We agree that the site plan as presented provides efficiency in terms of drive thru stacking and delivery vehicle staging. The Applicant has not discussed the potential for exiting vehicles queueing at the proposed Dalton Ave driveway.

Our comments are intended to provide the City with the most accurate forecast possible of the likely traffic operations that will result if the project is built as proposed. With the question of trip rates unresolved as noted above, we cannot at this time concur with the anticipated Levels of Service that the Applicant is reporting. However as noted above, the Applicant is reporting that the Level of Service presented in for the Dalton Street driveway is D/E/E and that vehicles exiting the site will need to "creep forward" to create adequate sight lines, so there is acknowledgment that there will be some delays to traffic exiting the site. The Highway Capacity Manual defines a LOS D as having delays between 25 and 35 seconds and a LOS E of having delays between 35 and 50 seconds.

Let me know if you have any additional questions.

Thanks

Peter



Peter Faith, M.S., P.E.
d +1 (518) 898-9516 | c +1 (518) 937-7927
An Equal Opportunity Employer

From: Hoss, Cornelius (CJ) [mailto:choss@pittsfieldch.com]

Sent: Tuesday, March 21, 2017 9:59 AM

To: Faith, Peter

Subject: FW: Dalton Ave.

Peter,

See attached. Also attached is our staff review memorandum. Our analysis for tomorrow's meeting primarily focused on comments 10-12. Any chance you could at least provide a response to their comments in relation to 10-12 for tomorrow night's meeting?

I suspect that based on your comments it will be a good idea for you to be in attendance next Tuesday at 7 pm.

Thanks,

CJ

C.J. Hoss
(413) 499-9366

From: RFournier [mailto:RFournier@sk-designgroup.com]

Sent: Tuesday, March 21, 2017 9:49 AM

To: Hoss, Cornelius (CJ)

Cc: Jim Scalise; Gregory Nolan - Cafua Management Co., LLC (EWagner@cafua^{management}.com);

gnolan@cafua^{management}.com

Subject: Dalton Ave.

C.J.,

Attached please find responses to the traffic comments prepared by VHB.

PLANS TO ACCOMPANY PERMIT APPLICATIONS

FOR

FAST-SERVICE RESTAURANT (WITH DRIVE-THROUGH)

PREPARED FOR

JFJ HOLDING, LLC.

#68 DALTON AVENUE
PITTSFIELD, MASSACHUSETTS



LIST OF DRAWINGS

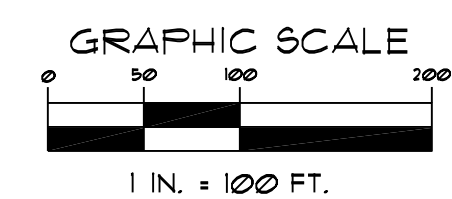
1. COVER PAGE & KEY MAP
2. EXISTING CONDITIONS
3. SITE PLAN
4. GRADING & UTILITY PLAN
5. LIGHTING & LANDSCAPING PLAN
6. DETAILS
7. DETAILS



LAND USE MAP
SCALE: 1" = 100'

APPLICANT:
JFJ HOLDING, LLC.
280 MERRIMACK STREET
METHUEN, MA 01844

ENGINEER:
SK DESIGN GROUP, INC.
2 FEDERICO DR.
PITTSFIELD, MA, 01201



PLAN TO ACCOMPANY PERMIT APPLICATION

PREPARED FOR:
JFJ HOLDING, LLC.

LOCATED AT:
68 DALTON AVENUE
PITTSFIELD, MASSACHUSETTS

Design Group, Inc.
Civil Engineers * Surveyors * Consultants
2 FEDERICO DRIVE * PITTSFIELD, MASSACHUSETTS 01201 * (413) 443-3377

PLAN DESCRIPTION:
COVER PAGE

SK DESIGN GROUP PROJECT #:
16015

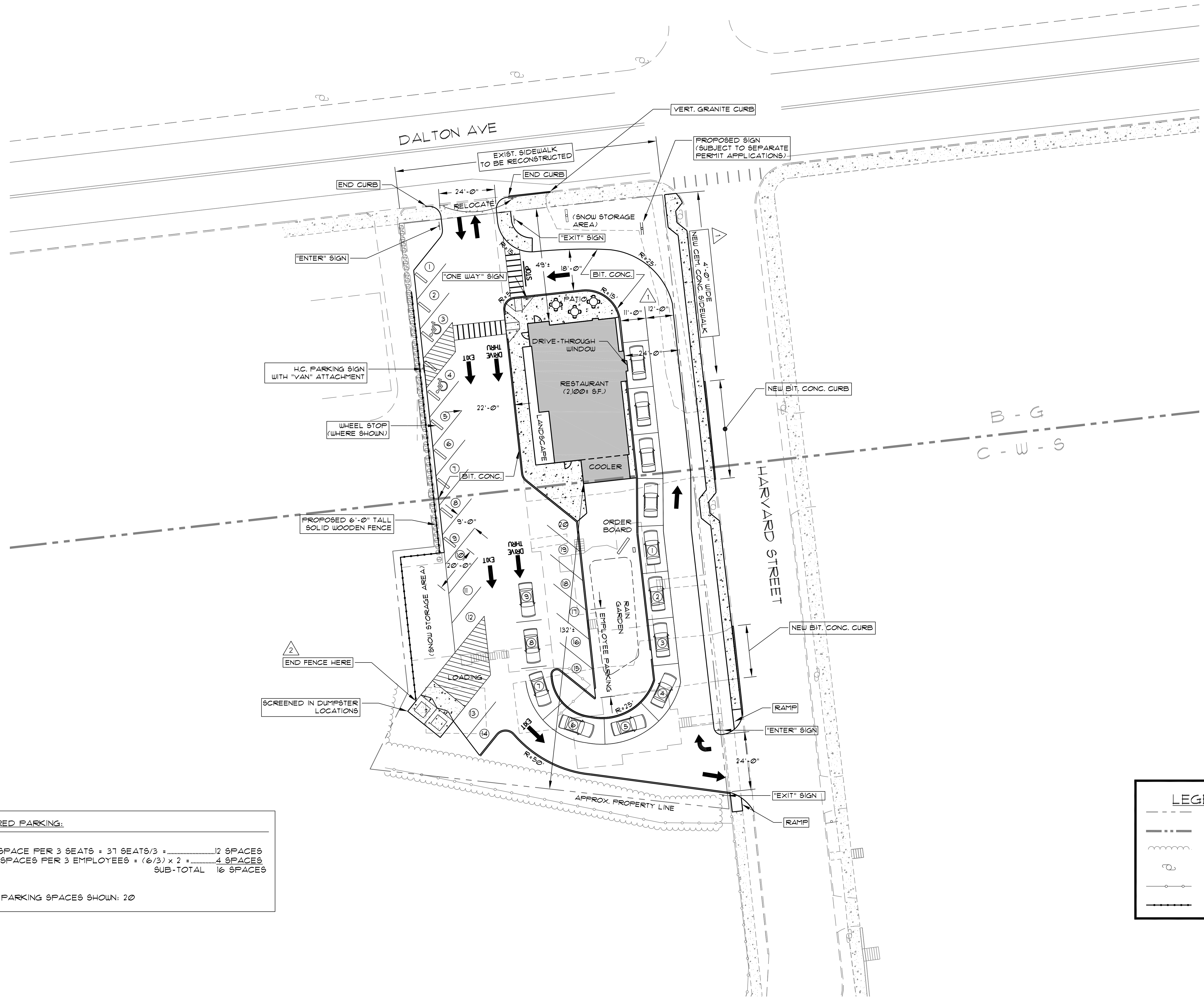
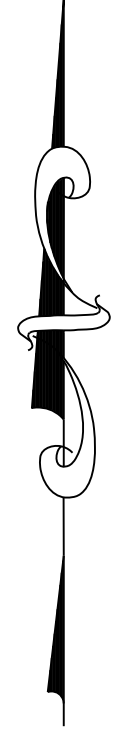
JAMES M. SCAUSE II
SK DESIGN GROUP PRESIDENT
LICENSE #39863
PROFESSIONAL OF RECORD
PHONE: 413-443-3337

1	REVISION:
	MARCH 6, 2017
2	MARCH 17, 2017

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AMS	JMS II
ORIG. DATE:	SHEET NO.:
JANUARY 25, 2017	1
ISSUED FOR:	OF
Permit	7
SCALE:	As Noted

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 Date: 3/17/2017 9:50am

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 User Name: estefano



REQUIRED PARKING:

- (1) SPACE PER 3 SEATS = 37 SEATS/3 = 12 SPACES
- (2) SPACES PER 3 EMPLOYEES = (6/3) x 2 = 4 SPACES

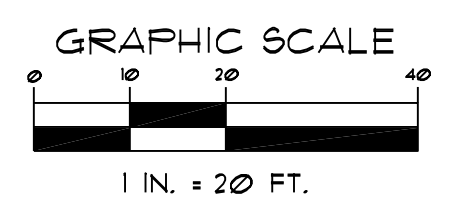
SUB-TOTAL 16 SPACES

TOTAL PARKING SPACES SHOWN: 20

SITE PLAN
 SCALE: 1" = 20'

LEGEND

- APPROXIMATE PROPERTY LINE
- ZONE LINE
- EXISTING TREELINE
- EXISTING UTILITY POLE
- EXISTING FENCE
- PROPOSED SOLID WOOD FENCE



PLAN TO ACCOMPANY PERMIT APPLICATION
 PREPARED FOR:
JFJ HOLDING, LLC.
 LOCATED AT:
 68 DALTON AVENUE
 PITTSFIELD, MASSACHUSETTS

Design Group, Inc.
 Civil Engineers * Surveyors * Consultants
 2 FERRERO DRIVE • PITTSFIELD, MASSACHUSETTS 01201 • (413) 443-3377

PLAN DESCRIPTION:
SITE PLAN

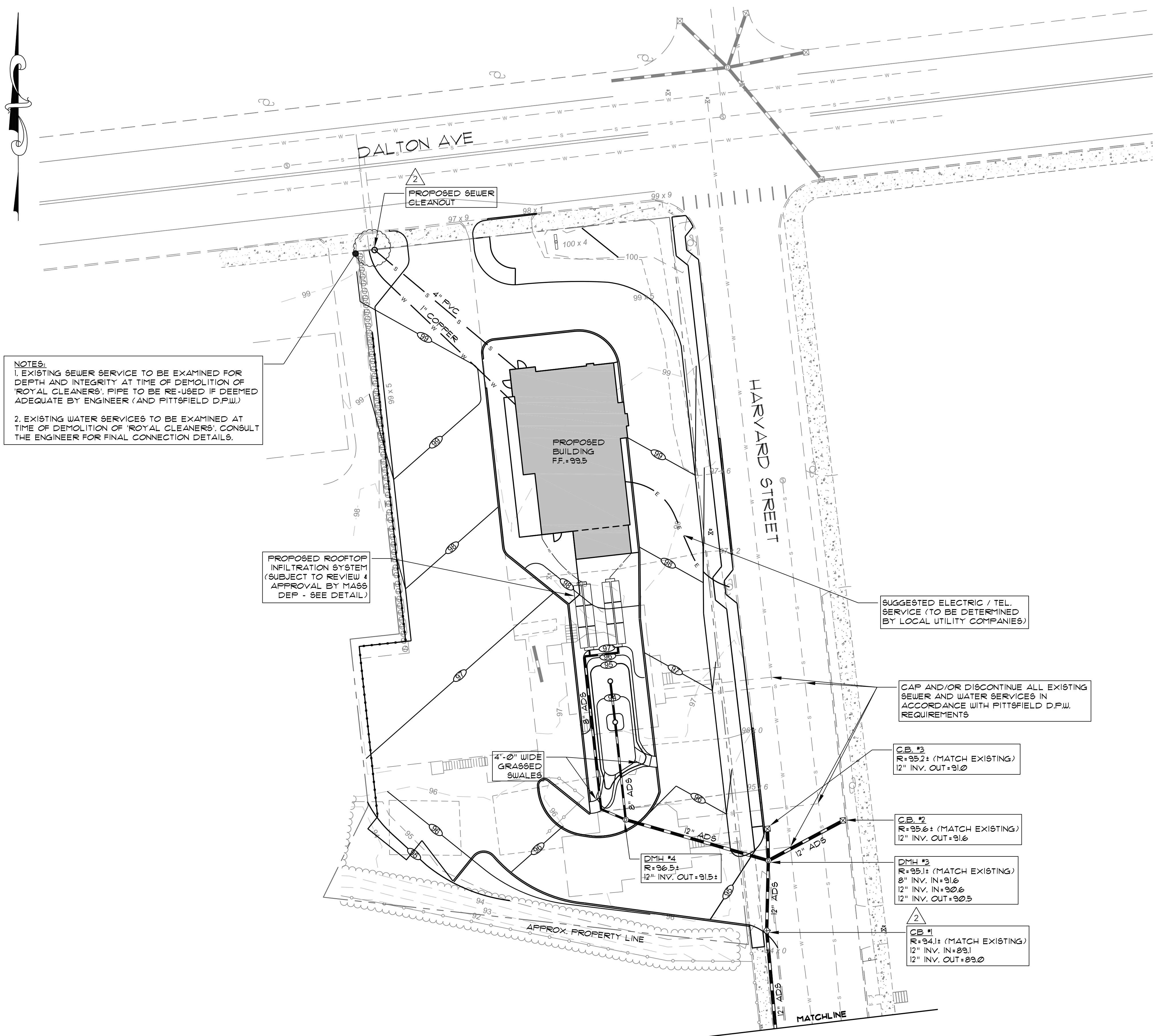
SK DESIGN GROUP PROJECT #:
160115

JAMES M. SCAUSE II
 SK DESIGN GROUP PRESIDENT
 LICENSE #39863
 PROFESSIONAL OF RECORD
 PHONE: 413-443-3377

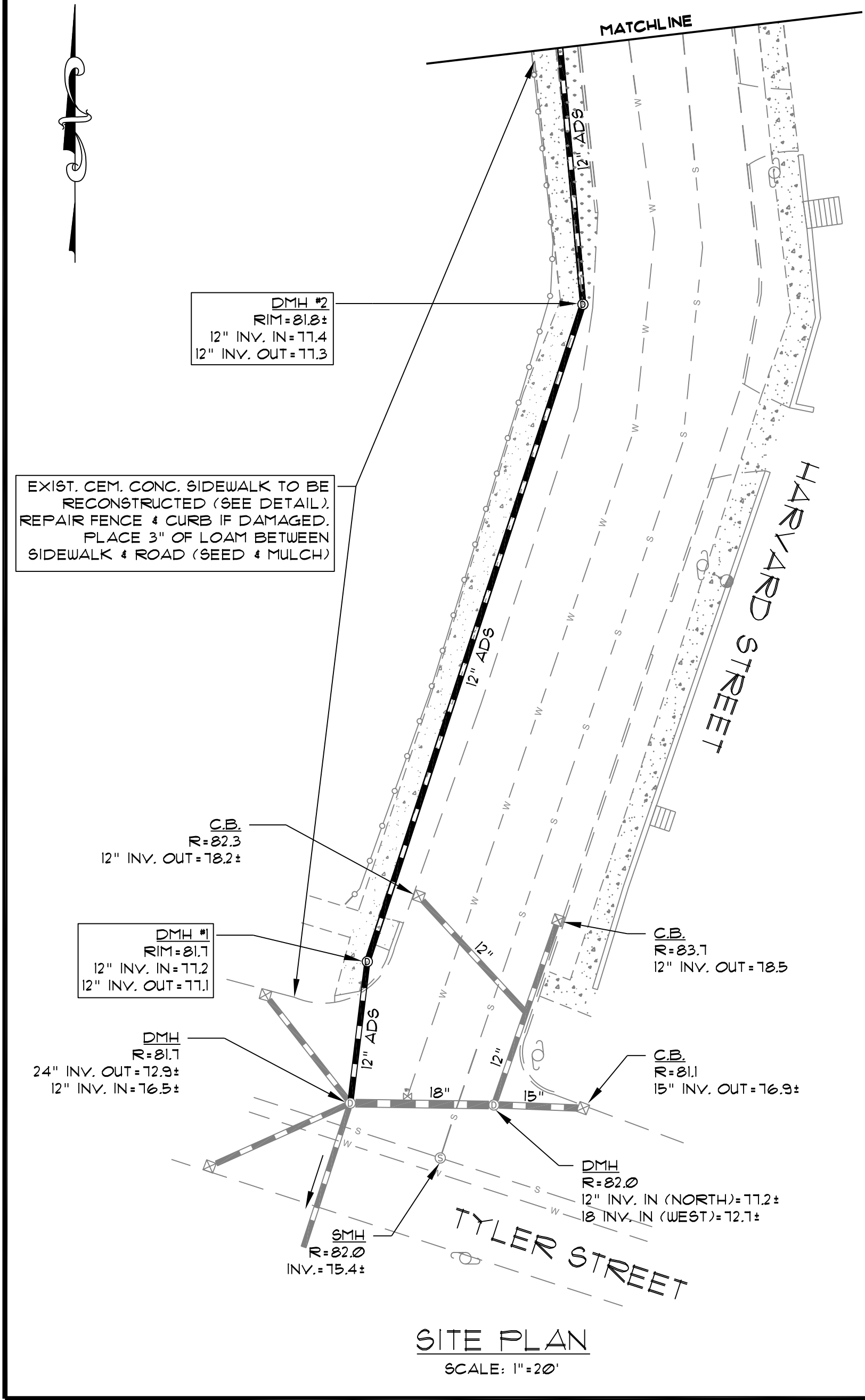
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	MARCH 6, 2017
2	MARCH 17, 2017

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 CHECKED BY: JMS II
 ORG. DATE: JANUARY 25, 2017
 SHEET NO. **3** OF **7**
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 SCALE: As Noted

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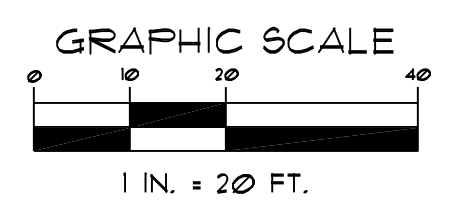


SITE PLAN
 SCALE: 1" = 20'



LEGEND

- APPROXIMATE PROPERTY LINE
- ZONE LINE
- EXISTING TREELINE
- EXISTING CONTOUR
- EXISTING UTILITY POLE
- EXISTING GUY POLE
- EXISTING FENCE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- EXISTING DRAIN LINE
- EXISTING WATER VALVE
- EXISTING GAS VALVE
- EXISTING SEWER MANHOLE
- EXISTING DRAIN MANHOLE
- EXISTING CATCH BASIN
- PROPOSED CONTOUR
- PROPOSED DRAIN LINE
- PROPOSED WATER LINE
- PROPOSED SEWER LINE
- PROPOSED SOLID WOOD FENCE



PLAN TO ACCOMPANY PERMIT APPLICATION
 PREPARED FOR:
JFJ HOLDING, LLC.
 LOCATED AT:
 68 DALTON AVENUE
 PITTSFIELD, MASSACHUSETTS

Design Group, Inc.
 Civil Engineers & Surveyors & Consultants
 2 FERBER DRIVE • PITTSFIELD, MASSACHUSETTS 01201 • (413) 443-3337

PLAN DESCRIPTION:
GRADING & UTILITY PLAN

SK DESIGN GROUP PROJECT #:
160115

JAMES M. SCAUSE II
 SK DESIGN GROUP PRESIDENT
 LICENSE #39864
 PROFESSIONAL OF RECORD
 PHONE: 413-443-3337

1	REVISION:
	MARCH 6, 2017
2	MARCH 17, 2017

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ORIG. DATE: JANUARY 25, 2017	SHEET NO. 4
ISSUED FOR: Permit	OF 7
SCALE: As Noted	

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 User Name: castello
 Date: March 21, 2017 - 9:05am



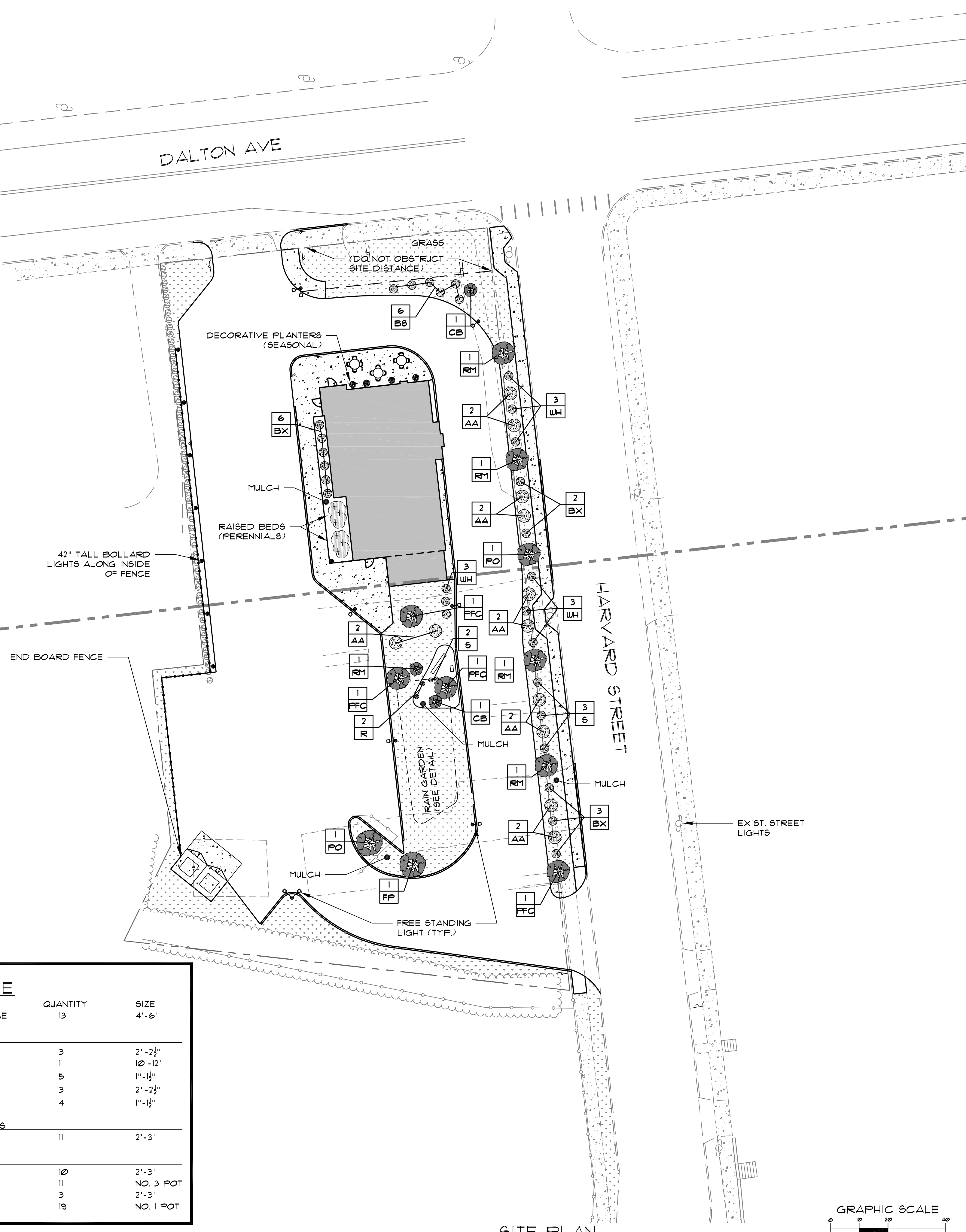
- NOTES:**
- REFER TO UTILITY PLANS FOR LOCATIONS OF UNDERGROUND UTILITY LINES. COORDINATE WITH GENERAL CONTRACTOR AND DIGSAFE FOR VERIFYING UTILITY LOCATIONS.
 - PROVIDE 4" LOAM # 4 SEED AS SPECIFIED IN ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITY # NOT OTHERWISE PLANTED OR MULCHED.
 - PROVIDE 2" OF BARK MULCH (NOT WOOD CHIPS) AT ALL PLANTING AREAS INDICATED TO RECEIVE MULCH.
 - INSTALL ALL PLANTS AT THE LOCATIONS INDICATED. IF SITE CONDITIONS MAKE A SPECIFIED LOCATION UNPLANTABLE, NOTIFY THE LANDSCAPE DESIGNER # AN ALTERNATIVE LOCATION WHICH ACHIEVES THE SAME OBJECTIVE WILL BE SELECTED.
 - NO SUBSTITUTIONS FOR THE SPECIES INDICATED SHALL BE MADE EXCEPT WITH PRIOR NOTIFICATION # APPROVAL OF THE LANDSCAPE DESIGNER.

LEGEND

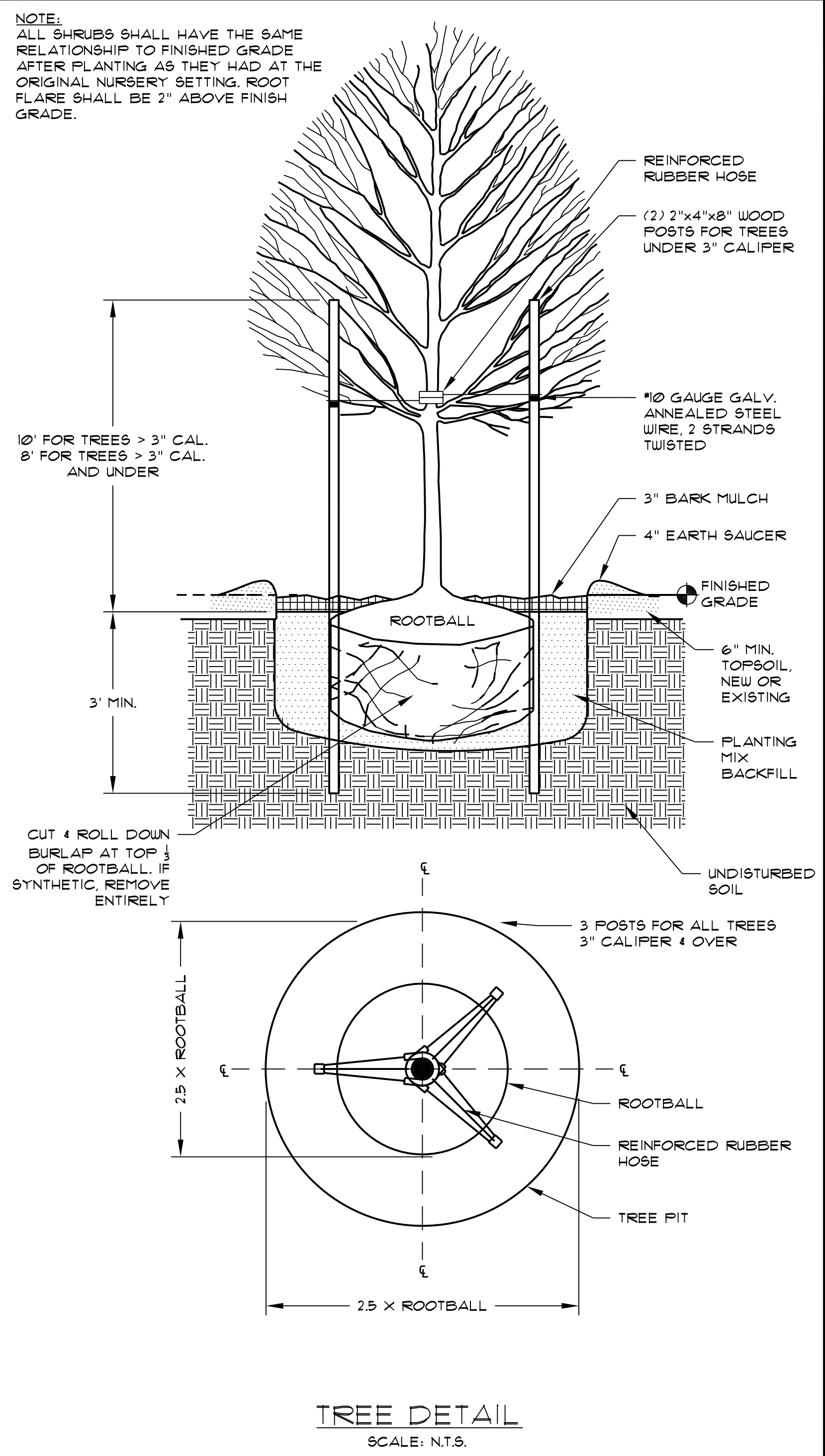
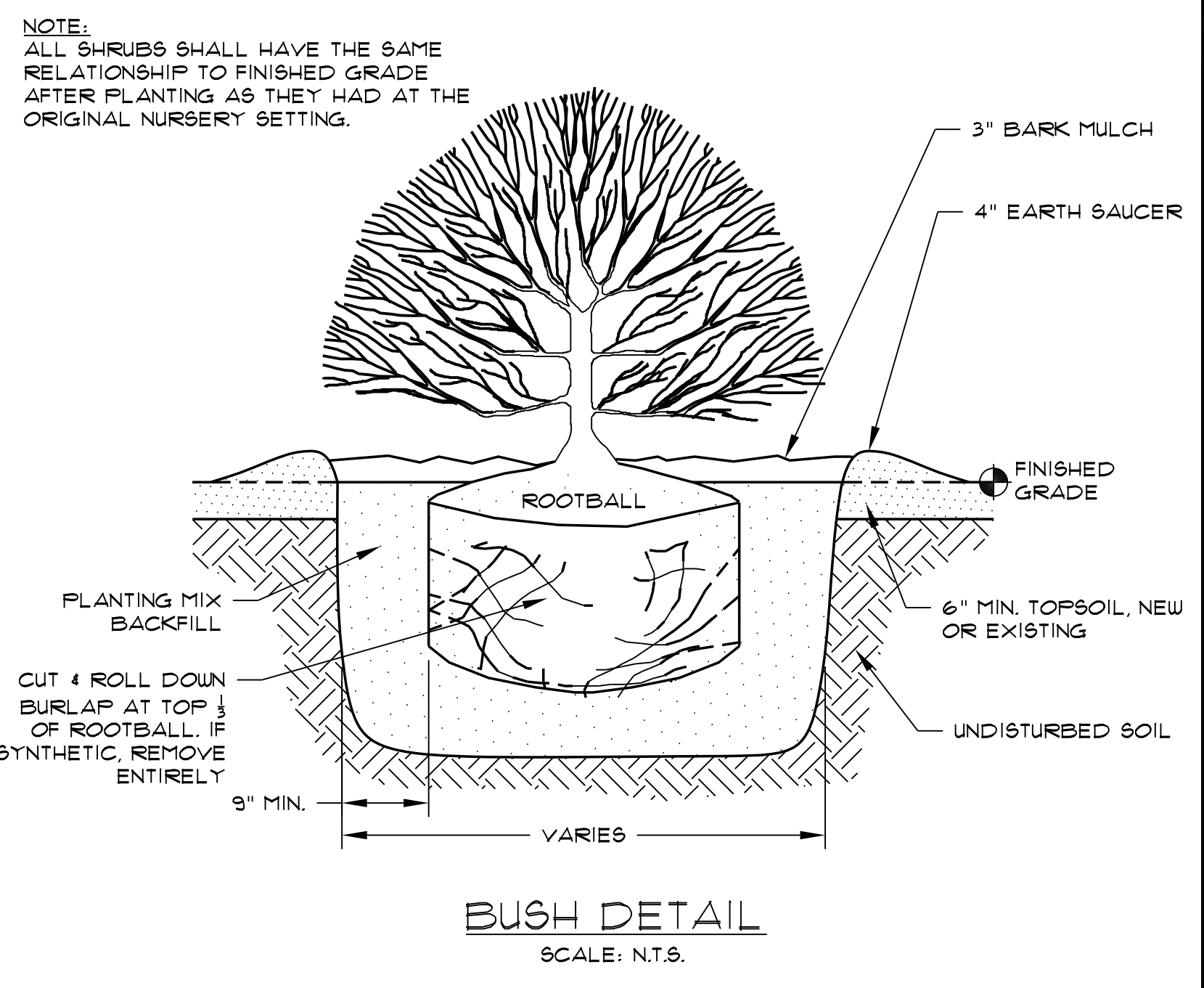
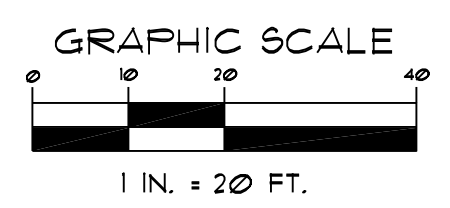
- APPROXIMATE PROPERTY LINE
- ZONE LINE
- EXISTING TREELINE
- EXISTING UTILITY POLE
- EXISTING GUY POLE
- EXISTING FENCE
- PROPOSED 42" HIGH BOLLARD LIGHT
- PROPOSED 16'-0" TALL LIGHT (175 W. M.H. OR L.E.D. FULL CUT OFF)
- PROPOSED SOLID WOOD FENCE

PLANT SCHEDULE

KEY	NAME	QUANTITY	SIZE
AA	THUJA OCCIDENTALIS 'AMERICAN' - AMERICAN ARBORVITAE	13	4'-6'
DECIDUOUS TREES			
RM	ACER RUBRUM 'OCTOBER GLORY' - RED MAPLE	3	2"-2 1/2"
CB	BETULA NIGRA - CLUMP RIVER BIRCH	1	10'-12"
PFC	MALUS 'ADAMS' - PINK FLOWERING CRAB	5	1"-1 1/2"
FO	QUERCUS PALUSTRIS - PIN OAK	3	2"-2 1/2"
FP	PRUNUS TRILOBA - FLOWERING PLUMB	4	1"-1 1/2"
CONIFEROUS EVERGREEN TREES			
BX	BUXUS 'GREEN VELVET' - GREEN VELVET BOXWOOD	11	2'-3'
DECIDUOUS SHRUBS / GRASS			
UH	ILEX VERTICILLATA 'APOLLO' - WINTERBERRY HOLLY	10	2'-3'
S	SPIRAEA BUMALDA 'CRISPA' - CRISP LEAF SPIRAEA	11	NO. 3 POT
R	IRICACAF - RHODODENDRON	3	2'-3'
BS	SCHIZACHYRIUM SCOPARIUM - BLUE STEM GRASS	19	NO. 1 POT



SITE PLAN
SCALE: 1" = 20'



PLAN TO ACCOMPANY PERMIT APPLICATION
 PREPARED FOR:
JFJ HOLDING, LLC.
 LOCATED AT:
 68 DALTON AVENUE
 PITTSFIELD, MASSACHUSETTS

Design Group, Inc.
 Civil Engineers * Surveyors * Consultants
 2 FERBEND DRIVE * PITTSFIELD, MASSACHUSETTS 01201 * (413) 443-3537

LIGHTING & LANDSCAPING PLAN

SK DESIGN GROUP PROJECT #:
160115

JAMES M. SCAUSE II
 SK DESIGN GROUP PRESIDENT
 LICENSE #39864
 PROFESSIONAL OF RECORD
 PHONE: 413-443-3537

REVISION:

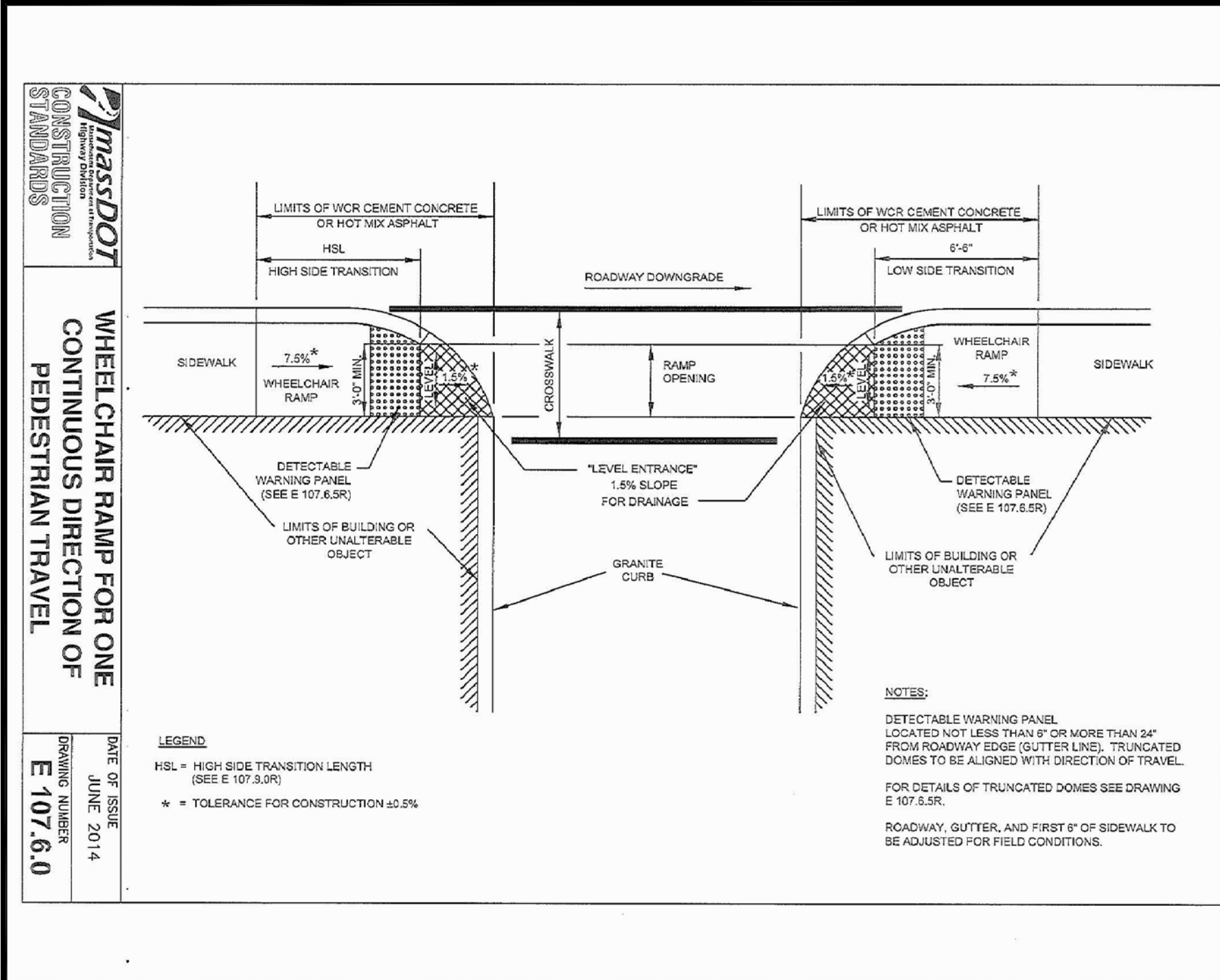
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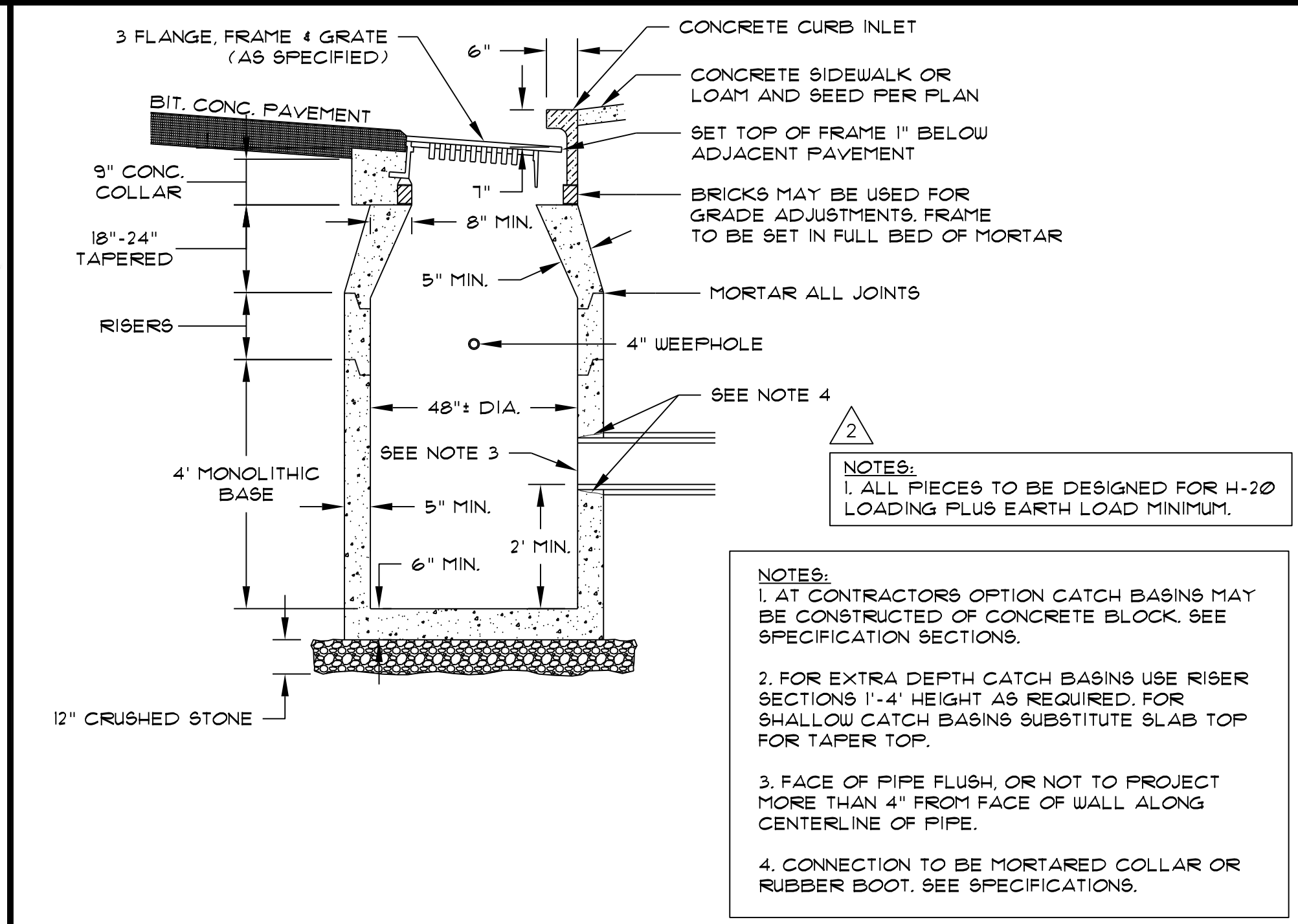
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 SHEET NO. **5** OF **7**

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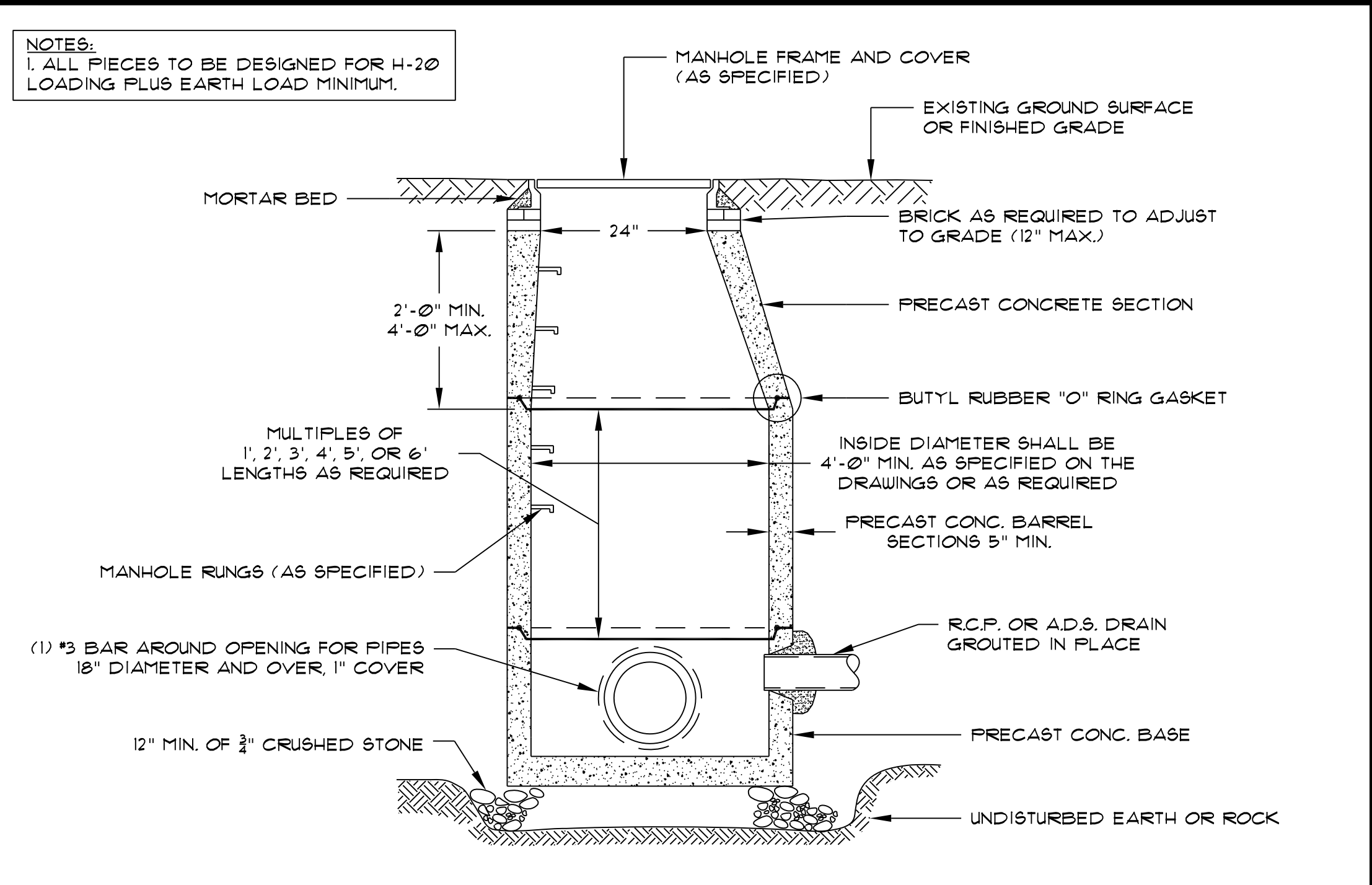
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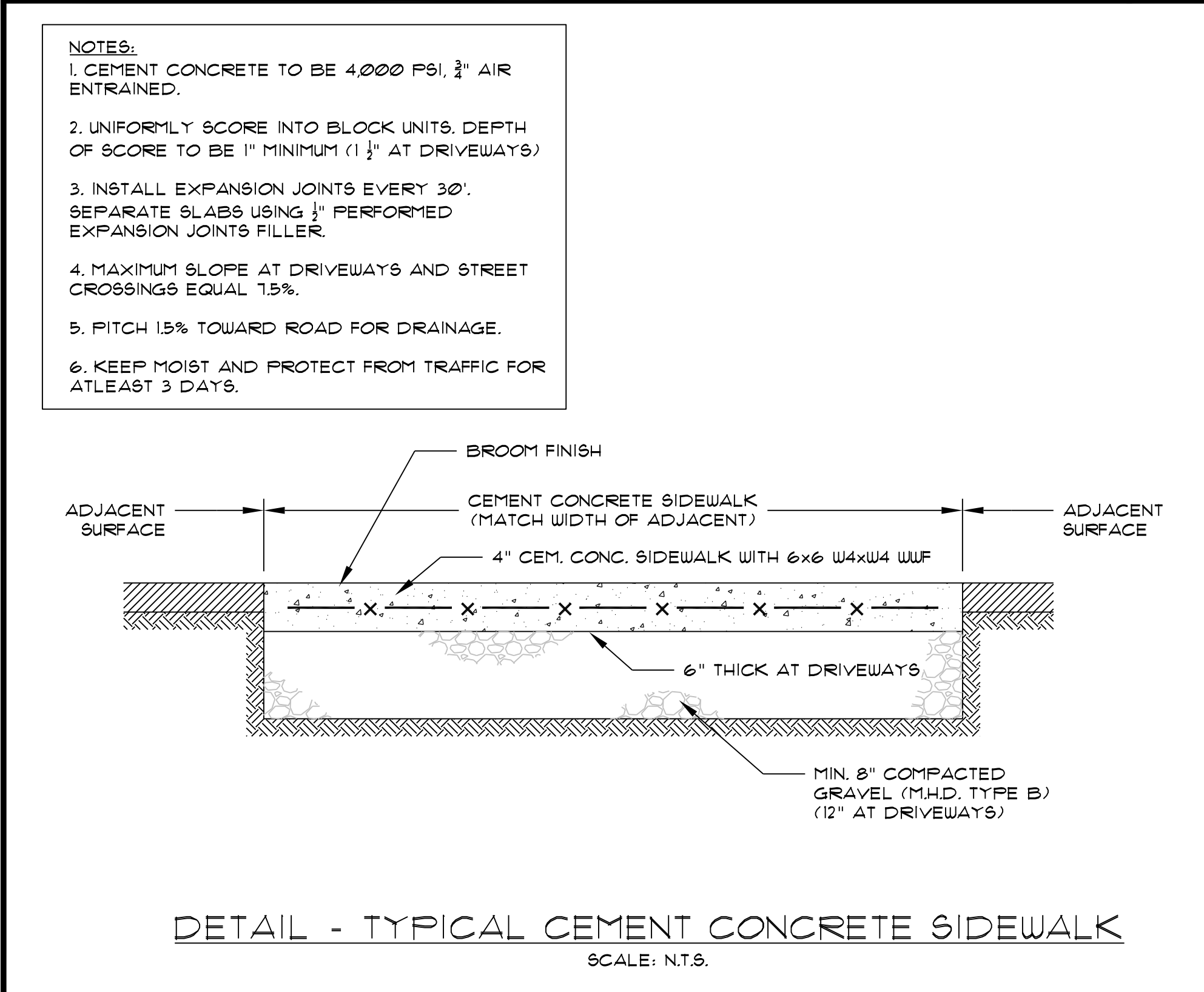
DETAIL - WHEELCHAIR RAMP
SCALE: N.T.S.



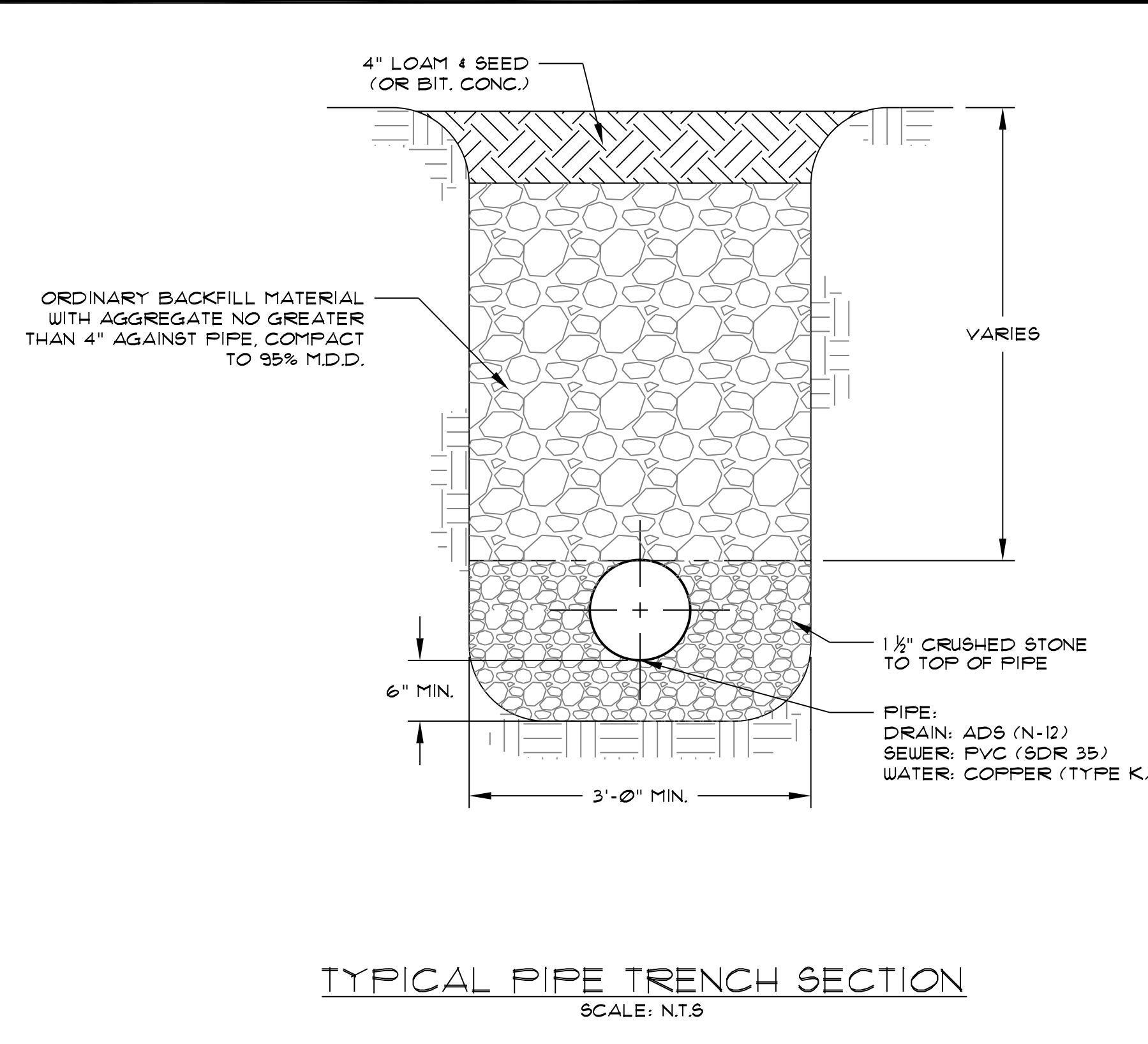
DETAIL - TYPICAL CATCH BASIN
SCALE: N.T.S.



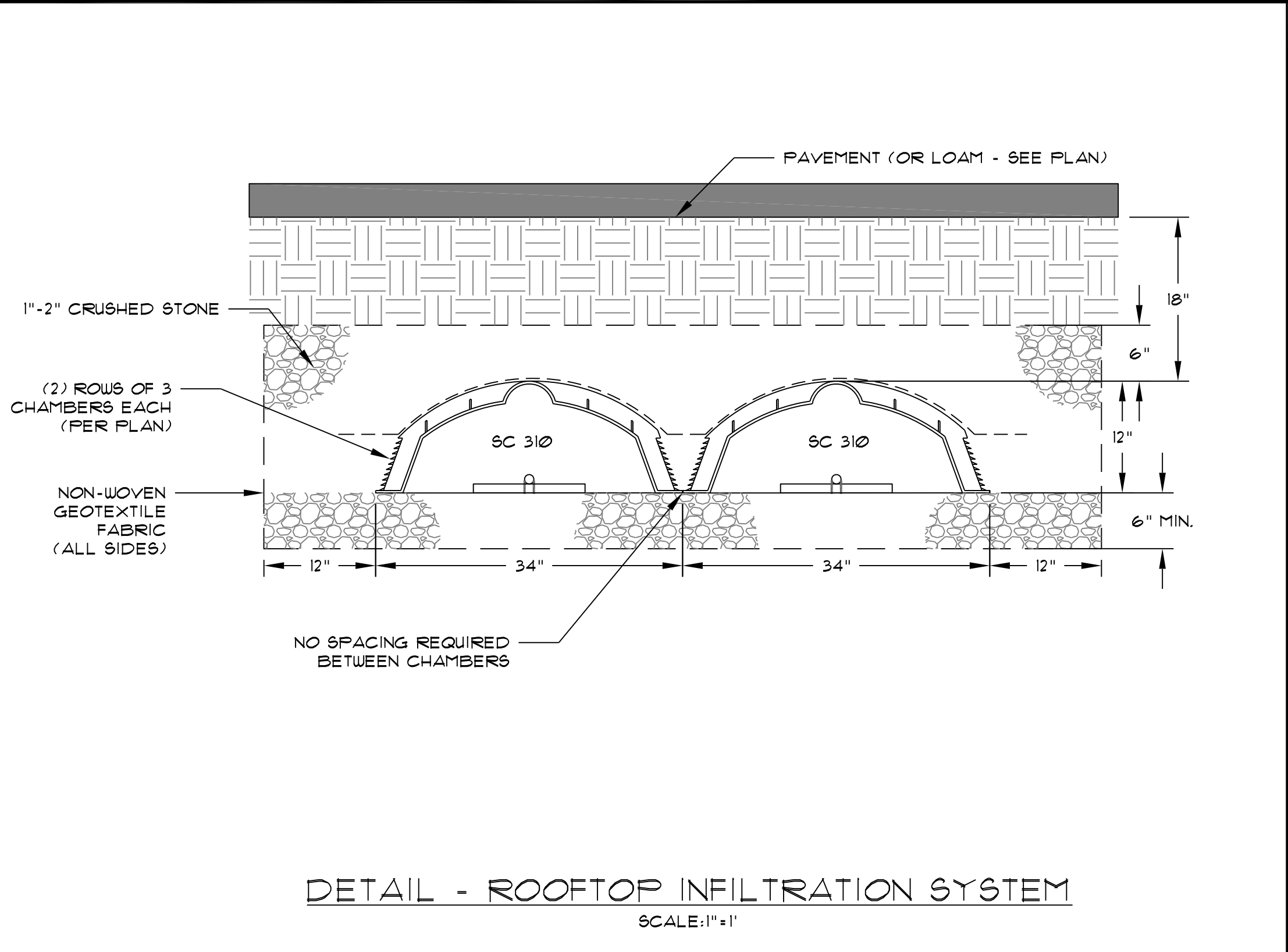
DETAIL - PRECAST DRAIN MANHOLE
SCALE: N.T.S.



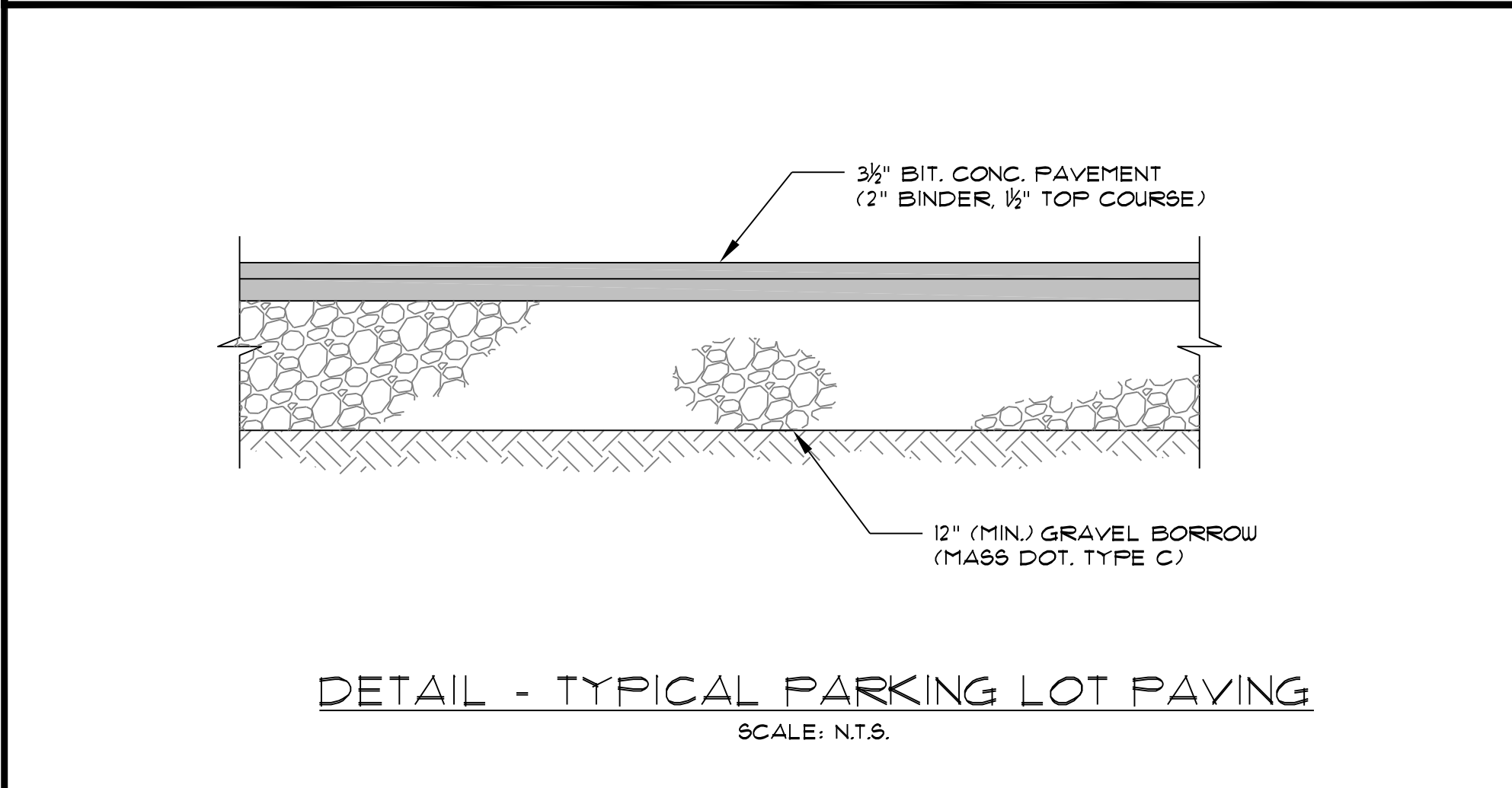
DETAIL - TYPICAL CEMENT CONCRETE SIDEWALK
SCALE: N.T.S.



TYPICAL PIPE TRENCH SECTION
SCALE: N.T.S.



DETAIL - ROOFTOP INFILTRATION SYSTEM
SCALE: 1"=1'



DETAIL - TYPICAL PARKING LOT PAVING
SCALE: N.T.S.

PLAN TO ACCOMPANY PERMIT APPLICATION
PREPARED FOR:
JFJ HOLDING, LLC.
LOCATED AT:
68 DALTON AVENUE
PITTSFIELD, MASSACHUSETTS

Design Group, Inc.
Civil Engineers & Surveyors & Consultants
2 FERBER DRIVE • PITTSFIELD, MASSACHUSETTS 01201 • (413) 443-3337

SK DESIGN GROUP PROJECT #:
160115

PLAN DESCRIPTION:
DETAILS

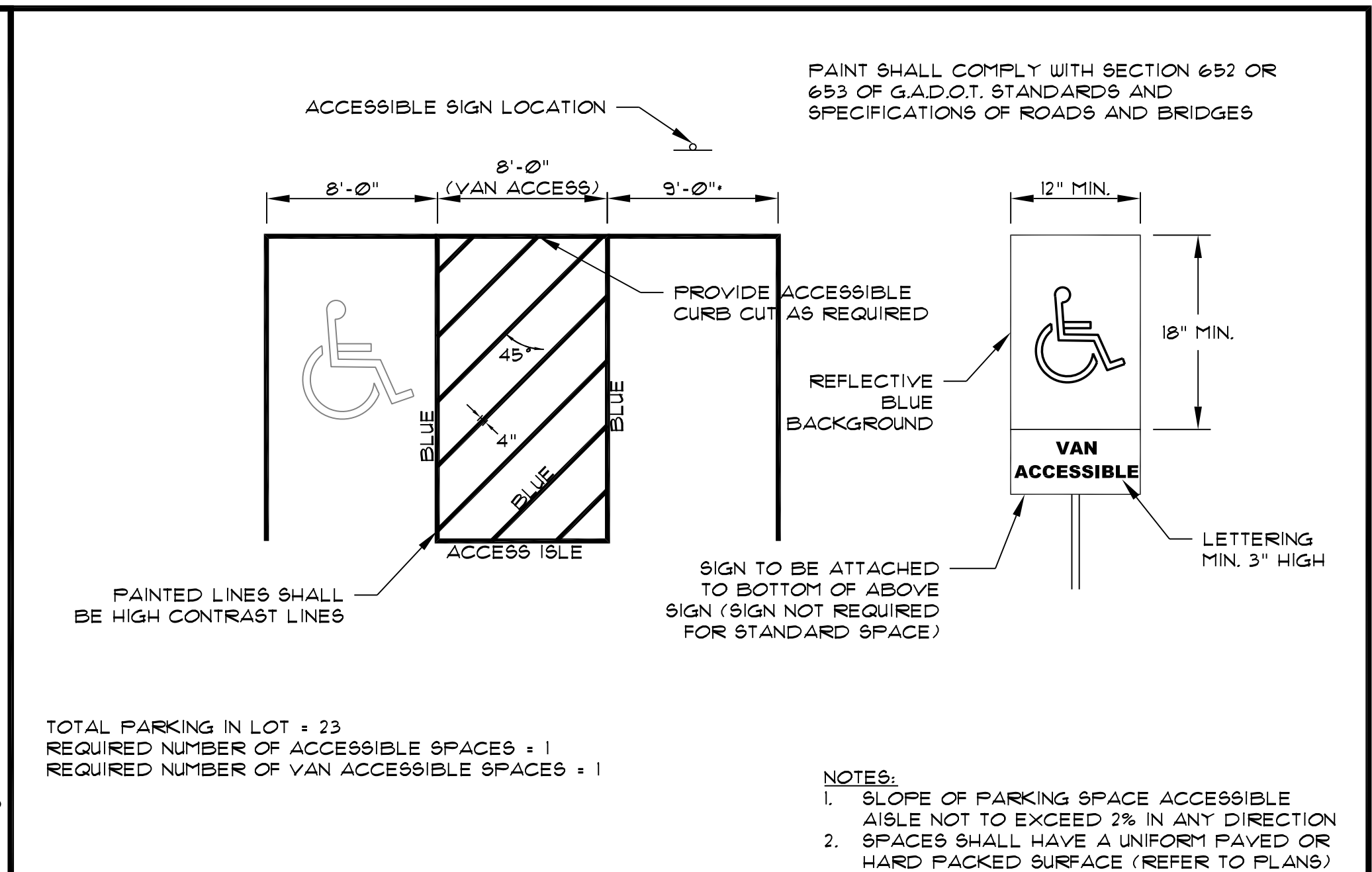
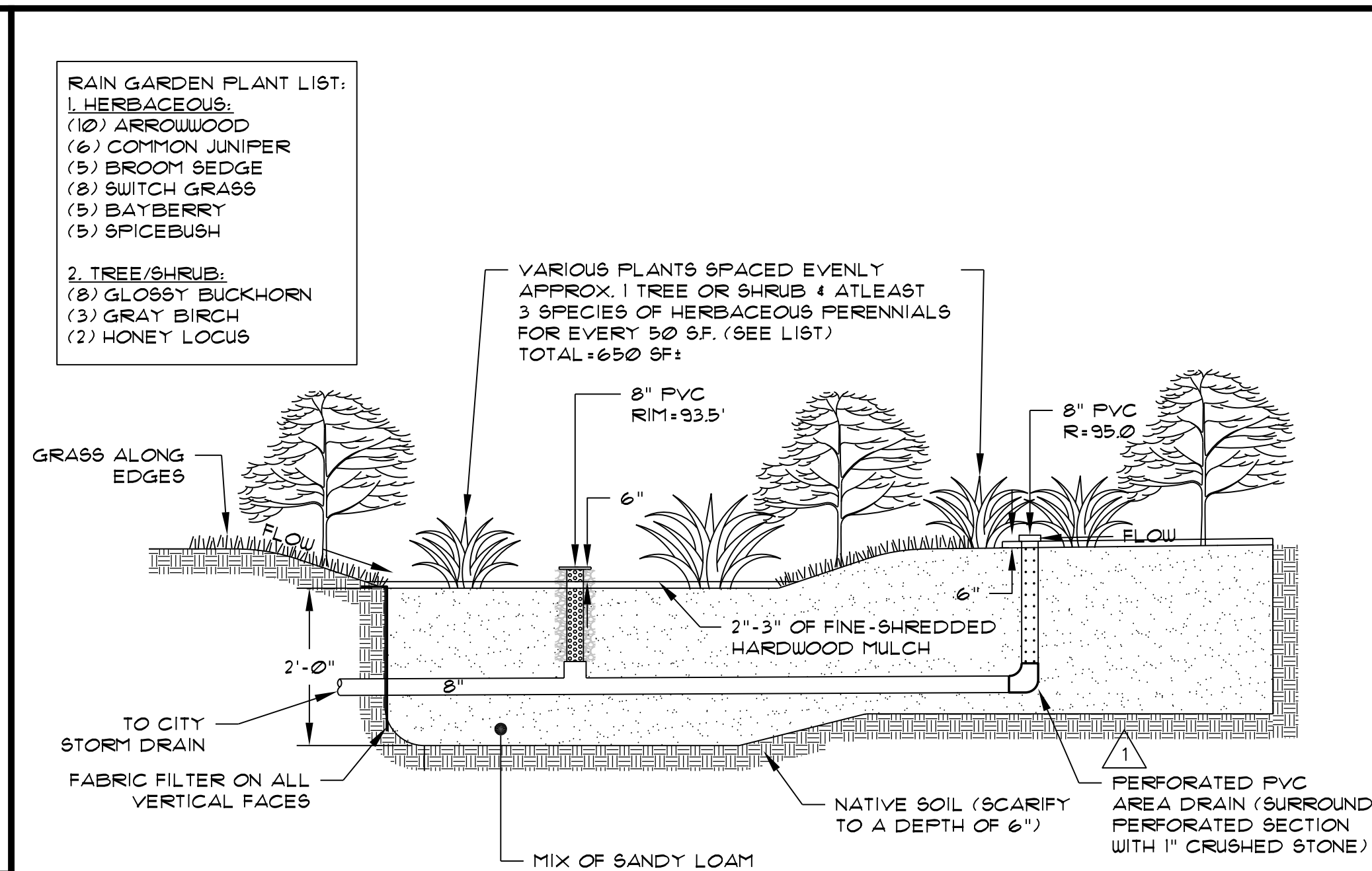
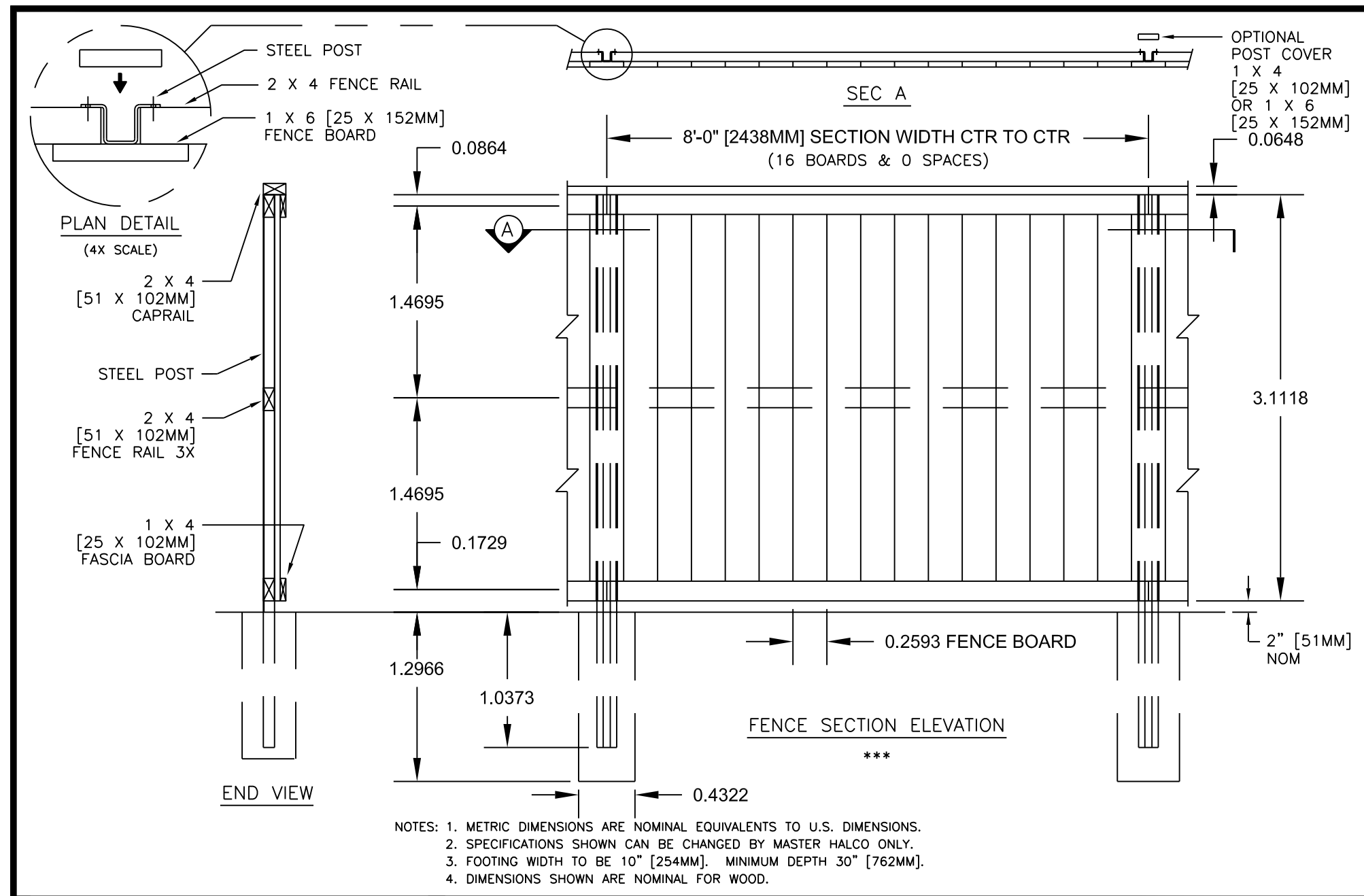
JAMES M. SCAUSE II
SK DESIGN GROUP PRESIDENT
LICENSE #39863
PROFESSIONAL OF RECORD
PHONE: 413-443-3337

REVISION:
1 MARCH 6, 2017
2 MARCH 17, 2017

DRAWN BY: AMS
CHECKED BY: JMS II
ORIG. DATE: JANUARY 25, 2017
ISSUED FOR: Permit
SCALE: As Noted

SHEET NO. **6** OF **7**

C:\SK DESIGN GROUP\2016\160115 Civil Management - 68 Dalton Ave, Ptsfd - Special Permit, proposed Dunkin Donuts Restaurant drive-through\Drawings\Special Permit\160115 Permit Plans (3-17-2017 Revisions).dwg
User Name: escifora



COPYRIGHT © 1998-2005 MASTER HALCO, INC. ALL RIGHTS RESERVED. MASTER HALCO, INC.	6' TRADITIONAL BOARD FENCE DETAIL STYLE: FLAT TOP W/ CAPRAIL & FASCIA	BY: JRR DATE: 02-26-99	DWG: 10-1120
	NOM 6' [1829MM] FENCE HEIGHT 1 X 6 [25 X 152MM] FENCE BOARDS	REV: D REV DATE: 05-18-99	LAYER: 1 SCALE: 1/2" = 1'-0"

DETAIL - FENCE
SCALE: N.T.S.

DETAIL - RAIN GARDEN
SCALE: N.T.S.

DETAIL - ACCESSIBLE PARKING SIGNING & STRIPING
SCALE: N.T.S.

PLAN TO ACCOMPANY PERMIT APPLICATION
 PREPARED FOR:
JFJ HOLDING, LLC.
 LOCATED AT:
 68 DALTON AVENUE
 PITTSFIELD, MASSACHUSETTS

Design Group, Inc.
 Civil Engineers * Surveyors * Consultants
 2 FERBER DRIVE • PITTSFIELD, MASSACHUSETTS 01201 • (419) 443-3377

PLAN DESCRIPTION:
DETAILS

SK DESIGN GROUP PROJECT #:
16015

JAMES M. SCAUSE II
 SK DESIGN GROUP PRESIDENT
 LICENSE #39863
 PROFESSIONAL OF RECORD
 PHONE: 413-443-3377

1	REVISION: MARCH 6, 2017
2	MARCH 17, 2017

DRAWN BY: AMS	CHECKED BY: JMS II
ORIG. DATE: JANUARY 25, 2017	SHEET NO.:
ISSUED FOR: Permit	7 OF 7
SCALE: As Noted	

March 7, 2017

Pittsfield City Council
City Hall – 70 Allen Street
Pittsfield, Massachusetts 01201

Pittsfield Department of Community Development
City Hall – 70 Allen Street
Pittsfield, Massachusetts 01201

RE: Special Permit / Site Plan Review
#68 Dalton Ave., Pittsfield, MA

Dear Board Members;

As a result of a pre-development meeting that was held for the above-named project, we hereby submit for your review the following information. Please consider as supplemental to the original filing:

- Supplemental traffic information (with attachment - dated February 23, 2017);
- Pilon sign details;
- Memorandum (dated March 6, 2017) regarding environmental document review;
- Revised Site Plans (dated March 6, 2017). The plans have been modified as follows:
 - The by-pass lane has been widened from 10'-0" to 12'-0" as requested by the Fire Dept. – see dwg. #3 of 7);
 - We have added landscaping along Harvard St. – see dwg. #5 of 7.

In addition, we have attached a copy of the proposed building elevations (architecture). These represent the style of the building proposed for the project. They also illustrate the signage that is intended for the building.

Please contact our office if you should have any questions or require additional information.

Sincerely,
SK DESIGN GROUP, INC.

Robert G. Fournier

Robert G. Fournier
(Project Manager)

Attachments

Cc: JFJ Holding, LLC
File

Attachment #1

Supplemental Traffic Information

Applicant: JFJ Holding, LLC
Project: #68 Dalton Ave.
Date: March 6, 2017

Supplemental traffic information

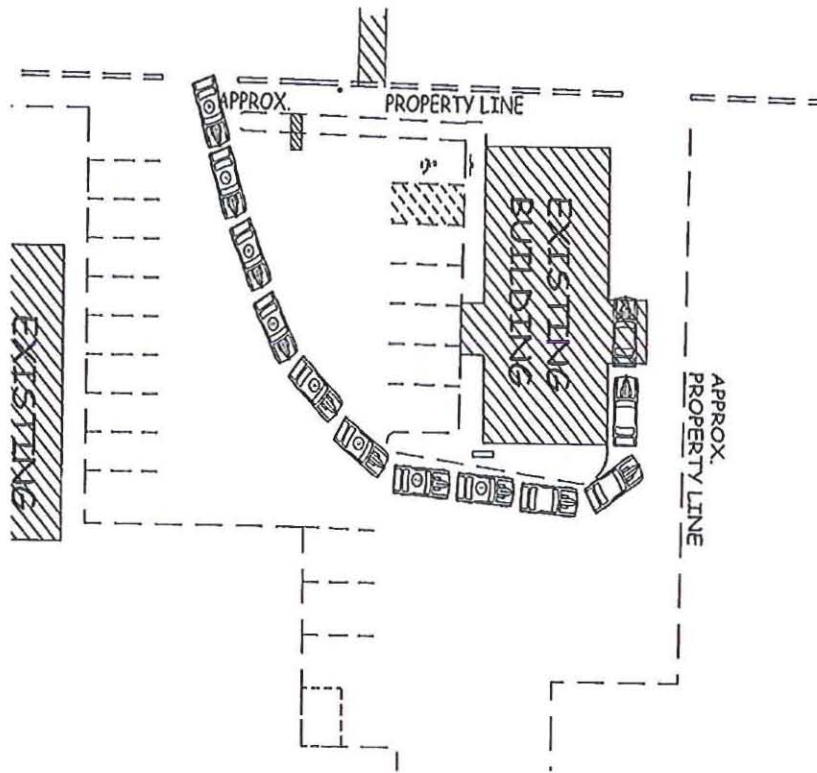
Vehicle stacking comparison to adjacent Dunkin Donuts

The current Dunkin Donuts restaurant is located at the adjacent property to the east of the subject application (see Locus Plan below).



Locus Map

Existing Dunkin Donuts Drive-through configuration



The following table illustrates the comparison of the existing Dunkin Donuts drive-through to that of proposed project:

Table 1 – Comparison of Drive-through

DESCRIPTION	EXISTING DUNKIN	PROPOSED DUNKIN
Available stacking - order board to street	7-8 cars	18+ cars
Available stacking - window to street	11-12 cars	22+ cars
Length of stacking -window to street	200 FT.	425 FT.

Determination of stacking requirements

In 2013, a “Drive-thru Queue Analysis” was performed by Tighe & Bond, traffic consultants, at the existing Dunkin Donuts located on East St. in Pittsfield between the hours of 7:00 A.M. – 9:00 A.M. The analysis was done in connection with a new Dunkin Donuts that was proposed at the corner of Fenn & First streets in Pittsfield. The analysis revealed that *“The peak drive-thru queue length was observed not to exceed nine passenger vehicles in length.”*

The queuing length for the proposed Dalton Ave. project will provide at least 9 queuing spaces¹.

¹ As measured at 20 ft. length per queue (per city code), as compared to *actual* length, which is closer to 15 ft.. Therefore, actual queuing will be greater than nine vehicles.

COPY



F-0207-2
January 22, 2013

Mr. Gregory Nolan
Cafua Management Co., LLC
1000 Osgood Street
North Andover, MA 01845

**Re: Update to the Traffic Impact Statement
Fenn Street/First Street Dunkin' Donuts
Pittsfield, MA**

Dear Greg:

Tighe & Bond has prepared this update to our traffic impact statement dated April 6, 2012 in support of the application for the proposed Dunkin' Donuts restaurant with drive-thru window and specialty retail store located at the northeast corner of the intersection of Fenn Street and First Street (Route 7) in Pittsfield, Massachusetts. The traffic impact statement is to account for the revised site driveway operation at the northern Fenn Street location. Under the new site plan, the northern First Street driveway will be signed and operated as an exit-only driveway. The site trip generation distribution and "Build" traffic conditions have been updated to account for all site generated vehicles entering the western driveway located on Fenn Street.

In addition, our traffic impact statement also provides a summary of a recent Dunkin' Donuts drive-thru window queue study in the City of Pittsfield. The purpose of the queue study is to support the future drive-thru lane of the referenced Dunkin' Donuts site.

Updated Signalized Intersection Level of Service

The intersection of First Street and East Street did not have any revisions to the traffic volumes as a result of the site driveway reconfiguration and therefore no analyses revisions are provided.

The capacity analyses results indicate that the study signalized intersections are all operating at an overall LOS B or better during the 2012 "Existing Condition" morning and afternoon peak hours. However, the eastbound and westbound approaches are operating at LOS D during the morning and afternoon peak hour periods.

With the general background growth and monthly adjustment of traffic on the study roadways, the signalized intersection operations will continue to operate at LOS B during the 2017 "No Build Condition".

Under the 2017 "Build Condition", the capacity analyses results indicate that the signalized intersections will continue to operate at an overall LOS B for both the morning and afternoon peak hour periods. The proposed trip generation associated with the Dunkin' Donuts development will have a negligible impact on the First Street and Fenn Street signalized intersection.



TABLE 1
AM Level of Service (LOS) Summary – Signalized Intersection

Location	2012 Existing		2017 No Build		2017 Build	
	LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)
First Street/ Fenn Street						
Fenn Street EB Left/Thru/Right	D	48.3	D	36.5	D	36.1
Fenn Street WB Left/Thru	D	51.1	D	49.2	D	49.3
Fenn Street WB Right	B	9.4	B	10.4	B	11.1
First Street NB Left	B	10.1	B	10.6	B	10.9
First Street NB Thru/Right	B	11.2	B	12.2	B	13.4
First Street SB Left	A	5.2	A	5.6	A	6.2
First Street SB Thru/Right	A	5.8	A	6.2	A	6.6
Overall	B	19.4	B	17.6	B	17.9

TABLE 2
PM Level of Service (LOS) Summary – Signalized Intersection

Location	2012 Existing		2017 No Build		2017 Build	
	LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)
First Street/ Fenn Street						
Fenn Street EB Left/Thru/Right	D	50.1	D	49.6	D	50.0
Fenn Street WB Left/Thru	D	39.9	D	42.7	D	42.9
Fenn Street WB Right	A	8.7	A	8.9	A	8.9
First Street NB Left	B	10.4	B	10.2	B	10.2
First Street NB Thru/Right	B	12.6	B	12.9	B	13.1
First Street SB Left	A	6.2	A	6.1	A	6.5
First Street SB Thru/Right	A	6.8	A	6.6	A	6.7
Overall	B	17.1	B	17.0	B	17.2

Unsignalized Intersections

The unsignalized intersections within the study area are the new site access driveways, and therefore, no capacity analyses exist for the "Existing Condition" or "No Build Conditions." The new driveways will be under stop sign control, while the adjacent streets will be under free operation. The capacity analyses results indicate that under the "Build Condition" the stop sign controlled, site driveway intersections approaches are operating at LOS C or better.

TABLE 3

AM Level of Service (LOS) Summary – Unsignalized Intersections

Location	Existing		2017 No Build		2017 Build	
	LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)
First Street/ North Site Drive						
First Street WB Left/Right	-	-	-	-	C	16.9
Fenn Street/ East Site Drive						
Fenn Street EB Left/Thru	-	-	-	-	A	2.7
Fenn Street WB Thru/Right	-	-	-	-	-	-
East Site Drive SB Left/Right	-	-	-	-	B	14.3

TABLE 4

PM Level of Service (LOS) Summary – Unsignalized Intersections

Location	Existing		2017 No Build		2017 Build	
	LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)
First Street/ North Site Drive						
First Street WB Left/Right	-	-	-	-	C	20.2
Fenn Street/ East Site Drive						
Fenn Street EB Left/Thru	-	-	-	-	A	0.9
Fenn Street WB Thru/Right	-	-	-	-	-	-
East Site Drive SB Left/Right	-	-	-	-	B	13.1

Drive-Thru Queue Analysis

Tighe & Bond conducted a queue analysis of a comparable drive thru lane located at the East Street/Fourth Street, Pittsfield Dunkin' Donuts store on December 18, 2012, from 7:00 A.M. to 9:00 A.M. The drive-thru queues were measured starting from the order panel. The peak drive-thru queue length was observed not to exceed nine passenger vehicles in length. A summary of the observations of the drive-thru queues is provided as attachment to this letter.

The proposed Fenn Street/First Street Dunkin' Donuts drive thru will have the capacity to store approximately 13 vehicles without encroaching into the Fenn Street sidewalk area. Based on the comparable East Street/Fourth Street Dunkin' Donuts store drive-thru lane demand, the proposed drive thru demand at the Fenn Street/First Street Dunkin Donuts will provide adequate queue storage.

Conclusion

The results of the updated capacity analyses indicate the proposed Dunkin' Donuts restaurant with drive-thru window and a specialty retail store development will not reduce the study area intersections' LOS. The signalized intersections will continue to operate at an overall LOS B under the 2017 Build conditions. Additionally, none of the study area signalized intersection approaches will also operate at similar LOS as result of the proposed development.

In addition, the proposed drive thru lane storage for up to 13 passenger vehicles. Observations at the nearby Dunkin' Donuts restaurant indicate a peak queue of nine vehicles during the morning peak period.

In conclusion, the proposed 1,800 square foot Dunkin' Donuts and 3,900 square foot specialty retail store will not have a significant impact on the roadway network with the study area.

Very truly yours,

TIGHE & BOND, INC.



Paul M. Furgal, P.E., PTOE
Project Engineer

Attachments:

- Figures
- Synchro Analysis Reports
- Queue Counts

J:\F\0207-First Street Donuts LLC\REPORT\Fenn Street-New Store\New Driveway Update 01182013.docx

Attachment #2

Proposed Sign Details



Main St. & Newbury St. Sign Program

DESIGN CONTROL DOCUMENTS
 THESE DRAWINGS ARE FOR IMAGE DESIGN GUIDANCE ONLY. IT IS THE RESPONSIBILITY OF THE ARCHITECTS AND ENGINEERS RETAINED BY THE FRANCHISEE TO PREPARE ALL NECESSARY CONSTRUCTION DOCUMENTS FOR THE PARTICULAR PROJECT LOCATION. ALLIED DOMECO QSR, THEIR AGENTS AND EMPLOYEES, DO NOT WARRANT THE ACCURACY OF THESE DRAWINGS, NOR DOES ALLIED DOMECO QSR GUARANTEE THAT THESE DRAWINGS AND THEIR COMPONENTS MEET THE REQUIREMENTS OF ANY FEDERAL, STATE OR LOCAL LAWS, REGULATIONS, ORDINANCES, BUILDING CODES OR INDIVIDUAL SITE CONDITIONS. IT IS THE SOLE RESPONSIBILITY OF THE FRANCHISEE AND OF THE ARCHITECTS AND ENGINEERS RETAINED BY THE FRANCHISEE, TO ENSURE COMPLIANCE WITH ALL APPLICABLE LAWS, REGULATIONS, ORDINANCES, CODES AND OTHER REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, AMERICANS WITH DISABILITIES ACT.

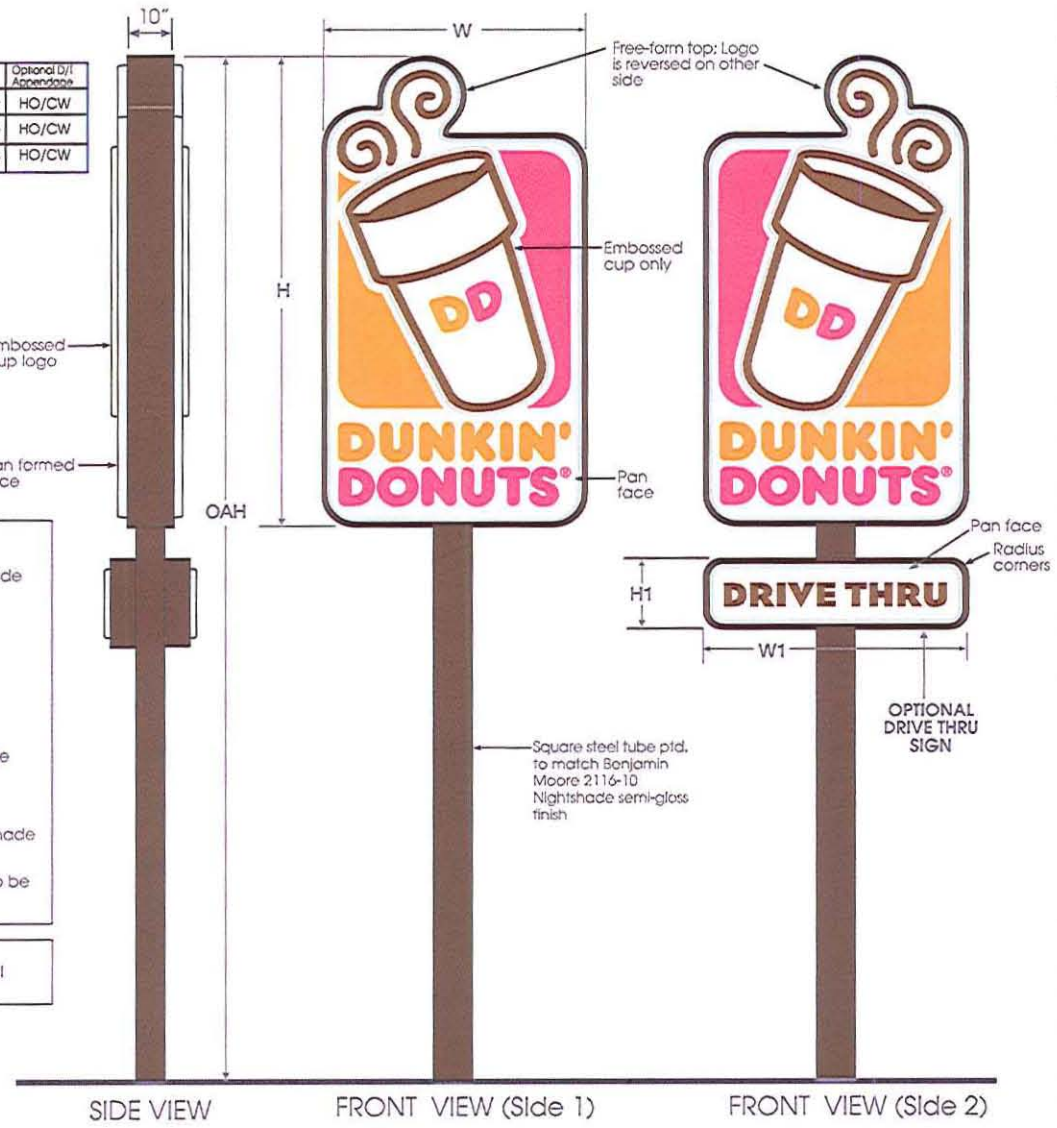
No.	Revisions / Submission	Date
1	Change embossment, border	4/10/07
2	Adjust dims per final engineer's	5/29/07

Drawing Title
**DD Stacked Logo Pylon
 w/ Contour Top**

Scale Not to Scale	Drawing No. DD-2
Drawn	

Date May, 2007	Sheet No. 2
-------------------	-----------------------

Nominal Size	H	W	OAH	H1	W1	Rod	Area (Sq. Ft.)	Pylon Lamps	Optional D/T Appendage
6 x 3.5	74"	42"	15'	12"	43-1/8"	6"	22	GE Metal Halide	HO/CW
8 x 5	97"	55"	17'-6"	12"	48-5/16"	9"	37	GE Metal Halide	HO/CW
10 x 6	120"	67"	20'	18"	67"	9"	56	GE Metal Halide	HO/CW



COLOR AND MATERIAL NOTES:
 Faces to be pan formed with embossed "cup" logo; clear Solar Grade polycarbonate.
COLORS:
 Background to be white.
 Vinyl colors to be:
 DD Orange- 3M #3630-3123
 DD Magenta- 3M #3630-1379
 Dark Brown (on cup logo)-3M #3630-59
 Drive thru appendage: Copy to be 3M #3630-59 Dark Brown on white background.
 All vinyl to be applied to the second surface.
 Cans and poles to be pld. to match Benjamin Moore 2116-10 Nightshade semi-gloss finish
 Pylon illumination to be metal halide; D/T appendage illumination to be fluorescent

NOTE: This is a concept drawing only and is subject to final engineering; Some material and dimensional specifications may vary or change per final engineering

If questions regarding 3M films, please contact:
 Deborah Giampolo-3M Corporation at 800.714.9865

Attachment #3

Memorandum Regarding Environmental
Document Review

2 Federico Drive
Suite 1
Pittsfield, Massachusetts 01201
Telephone: (413) 443-3537
Facsimile: (413) 445-5376

SK DESIGN GROUP, INC.
Civil Engineers
Consultants
Land Surveyors

Memorandum

Date: March 6, 2017

Re: Environmental document review - #68 Dalton Ave., Pittsfield

SK Design Group, Inc. (SKDG) conducted a review of the Massachusetts Department of Environmental Protection (MassDEP) online disposal site database for the Royal Cleaners property located at 68 Dalton Avenue in Pittsfield, Massachusetts. The MassDEP online database included an LSP Evaluation Opinion Transmittal Form and an associated Transition Classification Report prepared for the subject property by Cold Spring Environmental Consultants, Inc. (CSEC) and Licensed Site Professional (LSP) Alan Weiss in September of 1994.

MassDEP tracking number (RTN) 1-1065 was assigned to the release at the subject property. According to the LSP Evaluation and Transition Classification Report, soil and groundwater data collected at the site between 1992 and 1994 was compared to MassDEP S-1/GW-2 standards for site closure and was used to determine No Further Action qualification. Site conditions met the requirements for the preparation of a Class B-1 Response Action Outcome (RAO) Statement for the site. According to the Massachusetts Contingency Plan (MCP) regulations at 310 CMR 40.1036:

A Class B-1 RAO applies to disposal sites where:

- (a) Remedial actions were not conducted and a Permanent Solution has been achieved;*
- (b) A condition of No Significant Risk to human health, safety, public welfare, and the environment exists for all receptors;*
- (c) An Activity and Use Limitation is not required to maintain a condition of No Significant Risk.*

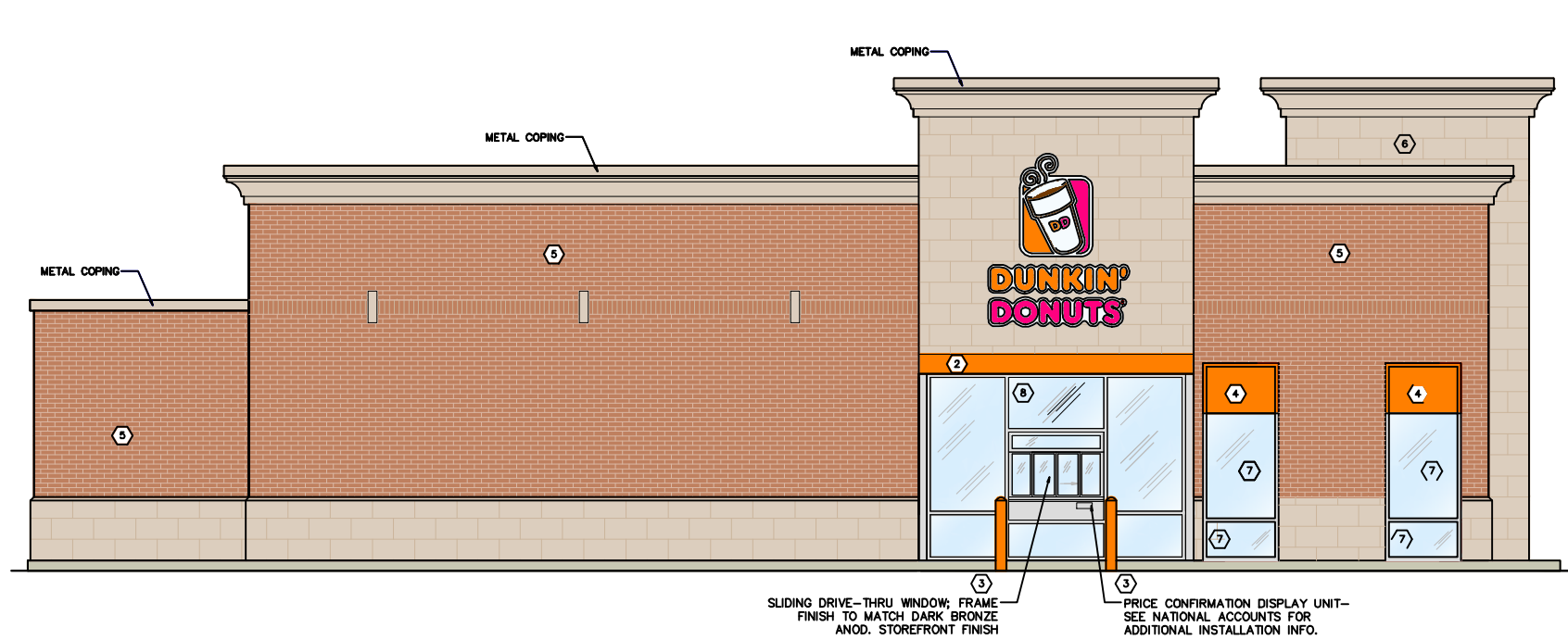
In conclusion, due to the site use remaining a dry cleaning facility since the aforementioned Transition Classification Report and no removal and/or treatment to the soil revealing TCE concentrations from past assessment activities, there exists potential for contact with impacted soil and/or groundwater at the site during proposed construction activities. It is not uncommon for the degradation of TCE to produce hazardous daughter products, including Trichloroethylene, cis 1,2-Dichloroethene, and Vinyl Chloride. Regulatory changes to the MassDEP reportable concentrations for S-1 soils for concentrations of TCE, Trichloroethene, 1,2-Dichloroethene, and Vinyl Chloride have become more stringent since the 1994 Transition Classification Report. Thus, any future excavation(s) on the subject property may expose the contaminated soil which may be required to be managed in accordance with the current MCP regulations and standards. SKDG recommends that further assessment of onsite soil and groundwater be conducted prior to any future construction activities to determine that site conditions remain at No Significant Risk to human health or the environment. SKDG suggests that a Licensed Site Professional (LSP) be obtained to oversee any pre-construction assessment so that in the event that proposed construction activities fall within areas of impacted soil and/or groundwater, the impacted soil and groundwater can be managed in accordance with the MCP regulations at 310 CMR 40.0000. Potential management of the site under the MCP regulations will not affect proposed development.

Attachment #4

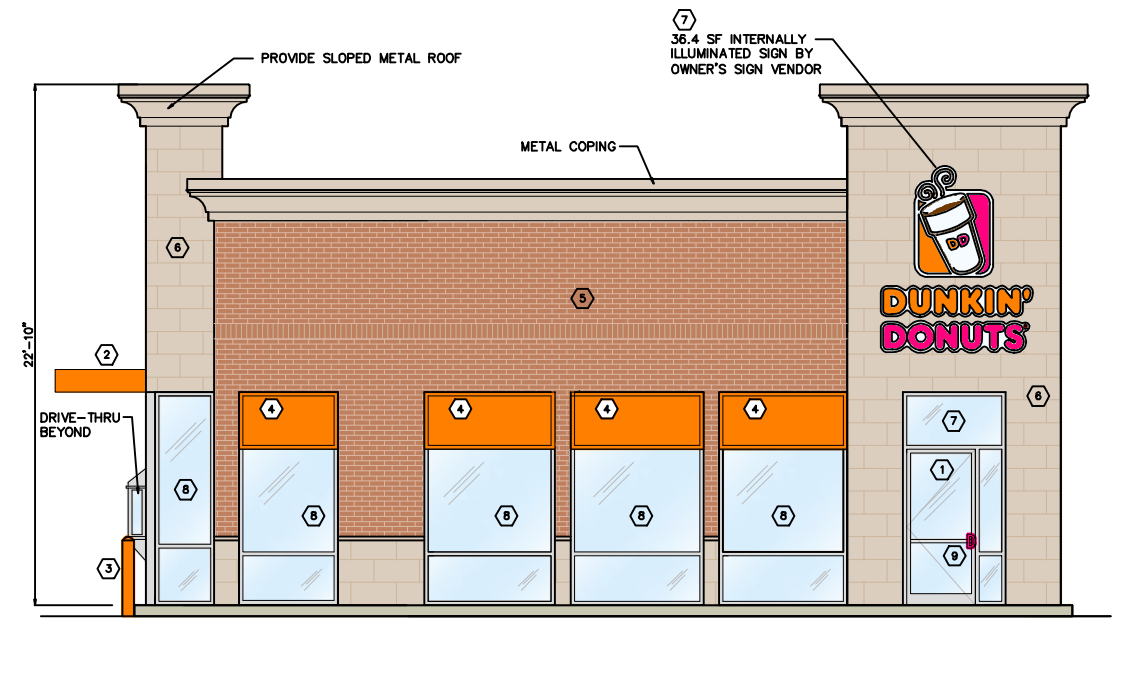
Revised Plans
(dated March 6, 2017)

Attachment #5

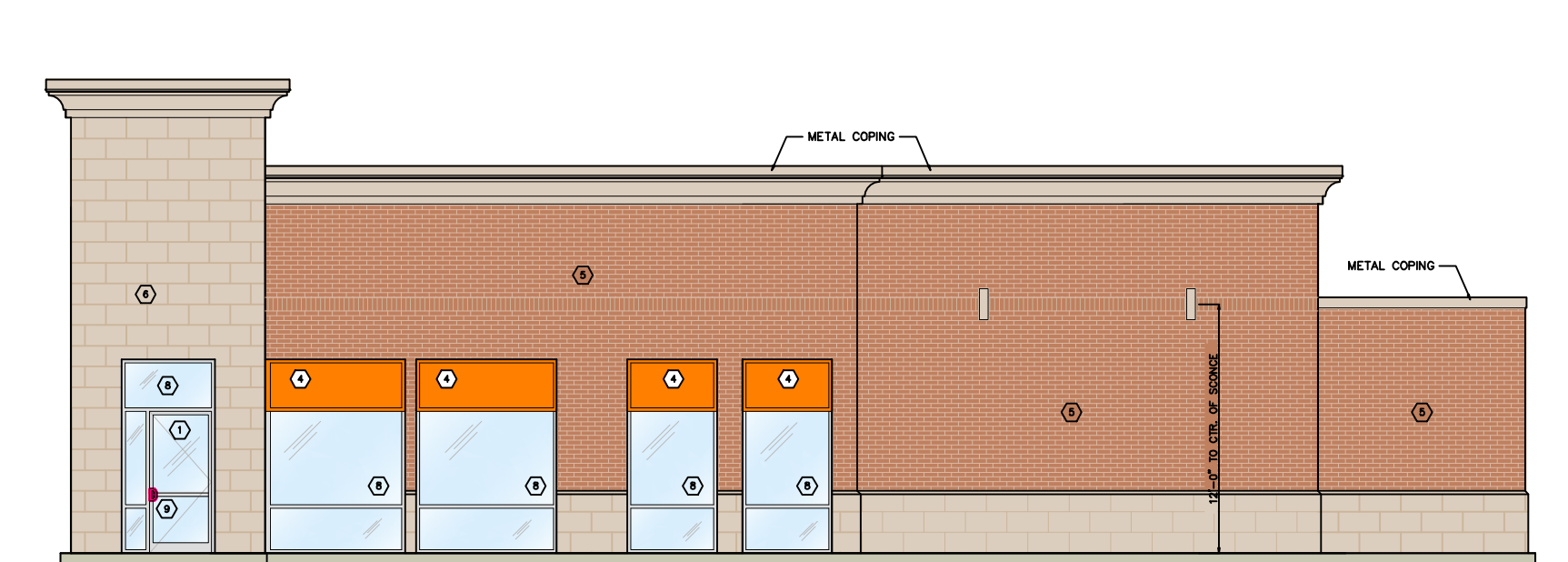
Building Elevations



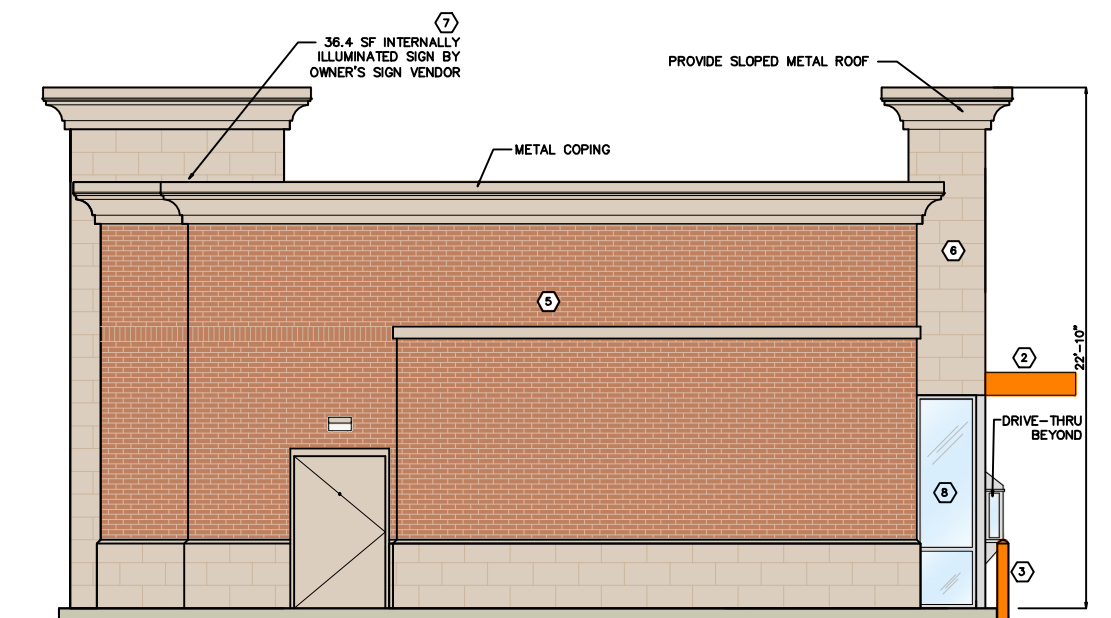
LEFT ELEVATION
SCALE: 1/8" = 1'-0"



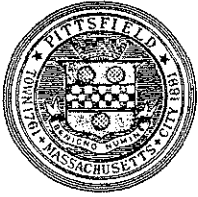
FRONT ELEVATION
SCALE: 1/8" = 1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



REAR ELEVATION
SCALE: 1/8" = 1'-0"



City of Pittsfield

March 7, 2017

To the City Council of the City of Pittsfield: —

The Committee on ORDINANCE AND RULES

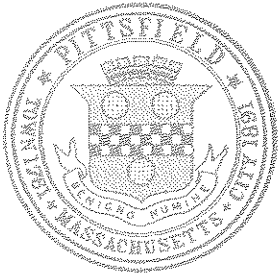
to whom was referred the communication from Mayor Tyer submitting an Order authorizing the City of Pittsfield to accept M.G.L. Chapter 40, Section 8J that allows an increase in the membership of the Commission on Disabilities.

having considered the same, report and recommend that it be approved. 5-0.

Respectfully submitted,

Melissa Mazzeo
dae

Chairman



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

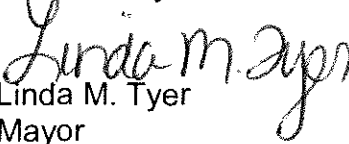
February 9, 2017

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

Dear Councilors,

On behalf of June Hailer, Chair of the Commission on Disabilities, submitted herewith for your consideration is an Order authorizing the City of Pittsfield to accept Massachusetts General Laws, Chapter 40, Section 8J. In July 2016, the state legislature amended this section of the law increasing the maximum number of people allowed to serve on the Commission of Disabilities.

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. _____

ACCEPTANCE OF MASSACHUSETTS GENERAL LAWS,
CHAPTER 40, SECTION 8J

Ordered:

That the City of Pittsfield hereby accepts Massachusetts General Laws, Chapter 40, Section 8J. A copy of the statute herein referenced is attached hereto and made a part hereof.

Part I	ADMINISTRATION OF THE GOVERNMENT
Title VII	CITIES, TOWNS AND DISTRICTS
Chapter 40	POWERS AND DUTIES OF CITIES AND TOWNS
Section 8J	DISABILITY COMMISSION; POWERS AND DUTIES; MEMBERS; TERMS

Section 8J. A city which accepts the provisions of this section by vote of its city council, subject to the provisions of its charter, or a town which accepts the provisions of this section at an annual or special town meeting, may establish a commission on disability, hereinafter called the commission, to cause the full integration and participation of people with disabilities in such city or town. Such commission shall (1) research local problems of people with disabilities; (2) advise and assist municipal officials and employees in ensuring compliance with state and federal laws and regulations that affect people with disabilities; (3) coordinate or carry out programs designed to meet the problems of people with disabilities in coordination with programs of the Massachusetts office on disability; (4) review and make recommendations about policies, procedures, services, activities and facilities of departments, boards and agencies of said city or town as they affect people with disabilities; (5) provide information, referrals, guidance and technical assistance to individuals, public agencies, businesses and organizations in all matters pertaining to disability; (6) coordinate activities of other local groups organized for similar purposes.

Said commission shall keep records of its meetings and actions and shall file an annual report which shall be printed in the city or town annual report and shall have at least ten meetings annually.

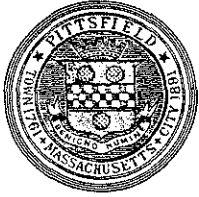
[Third paragraph effective until July 1, 2016. For text effective July 1, 2016, see below.]

Said commission shall consist of not less than five nor more than nine members. In cities, the members shall be appointed by the mayor, subject to the provisions of the city charter except that in cities having a Plan D or Plan E form of government said appointments shall be by the city manager, subject to the provisions of the charter, and in towns they shall be appointed by the selectmen, except towns having a town manager form of government, in which towns appointments shall be made by the town manager, subject to the approval of the selectmen and except towns having a town council form of government, the town manager. A majority of said commission members shall consist of people with disabilities, one member shall be a member of the immediate family of a person with a disability and one member of said commission shall be either an elected or appointed official of that city or town. The terms of the first members of said commission shall be for one, two or three years, and so arranged that the term of one-third of the members expires each year, and their successor shall be appointed for terms of three years each. Any member of said commission may, after a public hearing, if so requested, be removed for cause by the appointing authority. A vacancy occurring otherwise than by expiration of a term shall be filled for the unexpired term in the same manner as an original appointment. The chairperson and other officers shall be chosen by a majority vote of said commission members.

[Third paragraph as amended by 2016, 133, Sec. 46 effective July 1, 2016. See 2016, 133, Sec. 203. For text effective until July 1, 2016, see above.]

Said commission shall consist of not less than 5 and not more than 13 members. In cities, the members shall be appointed by the mayor, subject to the provisions of the city charter except that in cities having a Plan D or Plan E form of government said appointments shall be by the city manager, subject to the provisions of the charter, and in towns they shall be appointed by the selectmen, except towns having a town manager form of government, in which towns appointments shall be made by the town manager, subject to the approval of the selectmen and except towns having a town council form of government, the town manager. A majority of said commission members shall consist of people with disabilities, one member shall be a member of the immediate family of a person with a disability and one member of said commission shall be either an elected or appointed official of that city or town. The terms of the first members of said commission shall be for one, two or three years, and so arranged that the term of one-third of the members expires each year, and their successor shall be appointed for terms of three years each. Any member of said commission may, after a public hearing, if so requested, be removed for cause by the appointing authority. A vacancy occurring otherwise than by expiration of a term shall be filled for the unexpired term in the same manner as an original appointment. The chairperson and other officers shall be chosen by a majority vote of said commission members.

Said commission may receive gifts of property, both real and personal, in the name of the city or town, subject to the approval of the city council in a city or the board of selectmen in a town, such gifts to be managed and controlled by said commission for the purposes of this section.



City of Pittsfield

March 7, 2017

To the City Council of the City of Pittsfield: —

The Committee on ORDINANCE AND RULES

to whom was referred the communication from Mayor Tyer submitting and Ordinance amending Chapter 2, Administration, Article XLI, Commission on Disabilities, Section 2-234 (a) Membership and Terms.

having considered the same, report and recommend that it be approved. 5-0.

Respectfully submitted,

A handwritten signature in cursive script, reading "Melissa Maggione".

Chairman

No.



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD, CHAPTER 2, ADMINISTRATION, ARTICLE XLI, COMMISSION ON DISABILITIES

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

SECTION I

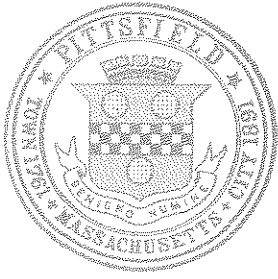
That the Code of the City of Pittsfield, Chapter 2, Administration, Article XLI, Commission on Disabilities Section 2-234 (a) Membership and terms be amended by deleting the Section by its entirety and replacing it with the following:

Sec. 2-234 Membership and terms.

- (a) In accordance with Article 2, Section 2-10, Article 3, Section 3-3 and MGL Chapter 40, Section 8J the mayor shall appoint not less than five (5) but no more than thirteen (13) regular members to the Commission on Disabilities subject to City Council approval. The majority of the members on the Commission shall be persons with disabilities; and further one member shall be a city official either elected or appointed; and further one member shall be an immediate family member of a person with a disability; and one member shall be a representative from a disability-related community agency and/or support group; and another shall be a representative of the Department of Community Development; and another person shall be a City Engineer; additional members may include a Building Inspector whom shall serve in an ex-officio capacity. The Mayor shall seek to find members with expertise who can contribute to the fulfillment of the purposes for which this Commission has been established. The members of the Commission shall serve without compensation. Excepting any reasonable excuse, the ex-officio member set forth in this section are required to attend each meeting.

SECTION II

This ordinance shall take effect upon enactment.



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

Linda M. Tyer
Mayor

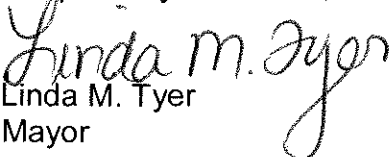
February 9, 2017

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

Dear Councilors,

On behalf of June Hailer, Chair of the Commission on Disabilities, submitted herewith for your consideration is an Ordinance amending Chapter 2, Administration, Article XLI, Commission on Disabilities, Section 2-234 (a) Membership and terms.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB

Enclosure

City of Pittsfield, MA
Monday, February 6, 2017

Chapter C. The Charter, Special Acts and Acceptances

DIVISION 1. THE CHARTER

Article 2. LEGISLATIVE BRANCH

SECTION 2-10. CITY COUNCIL CONFIRMATION OF CERTAIN APPOINTMENTS.

The mayor shall refer to the city council, and simultaneously file with the city clerk, the name of each person the mayor desires to appoint as a department head or as a member of a multiple-member body. Appointments made by the mayor shall become effective on the 45th day after the date on which notice of the proposed appointment was filed with the city clerk unless approved or rejected by the city council within the 45 days.

City of Pittsfield, MA
Monday, February 6, 2017

Chapter C. The Charter, Special Acts and Acceptances

DIVISION 1. THE CHARTER

Article 3. EXECUTIVE BRANCH

SECTION 3-3. APPOINTMENTS BY MAYOR.

The mayor shall appoint, subject to review by the city council under section **2-10**, all department heads and the members of multiple-member bodies for whom no other method of appointment or selection is provided by the charter; provided, however, that this shall not include persons serving under the school committee and persons serving under the city council. All appointments to multiple-member bodies shall be for terms established under article 6. Upon the expiration of the term of any member of a multiple-member body, a successor shall be appointed under article 6. The mayor shall fill a vacancy for the remainder of the unexpired term of any member of a multiple-member body. The method of appointment for all other city employees shall be prescribed by administrative order under article 6. Department heads may be removed at the sole discretion of the mayor.

Part I	ADMINISTRATION OF THE GOVERNMENT
Title VII	CITIES, TOWNS AND DISTRICTS
Chapter 40	POWERS AND DUTIES OF CITIES AND TOWNS
Section 8J	DISABILITY COMMISSION; POWERS AND DUTIES; MEMBERS; TERMS

Section 8J. A city which accepts the provisions of this section by vote of its city council, subject to the provisions of its charter, or a town which accepts the provisions of this section at an annual or special town meeting, may establish a commission on disability, hereinafter called the commission, to cause the full integration and participation of people with disabilities in such city or town. Such commission shall (1) research local problems of people with disabilities; (2) advise and assist municipal officials and employees in ensuring compliance with state and federal laws and regulations that affect people with disabilities; (3) coordinate or carry out programs designed to meet the problems of people with disabilities in coordination with programs of the Massachusetts office on disability; (4) review and make recommendations about policies, procedures, services, activities and facilities of departments, boards and agencies of said city or town as they affect people with disabilities; (5) provide information, referrals, guidance and technical assistance to individuals, public agencies, businesses and organizations in all matters pertaining to disability; (6) coordinate activities of other local groups organized for similar purposes.

Said commission shall keep records of its meetings and actions and shall file an annual report which shall be printed in the city or town annual report and shall have at least ten meetings annually.

[Third paragraph effective until July 1, 2016. For text effective July 1, 2016, see below.]

Said commission shall consist of not less than five nor more than nine members. In cities, the members shall be appointed by the mayor, subject to the provisions of the city charter except that in cities having a Plan D or Plan E form of government said appointments shall be by the city manager, subject to the provisions of the charter, and in towns they shall be appointed by the selectmen, except towns having a town manager form of government, in which towns appointments shall be made by the town manager, subject to the approval of the selectmen and except towns having a town council form of government, the town manager. A majority of said commission members shall consist of people with disabilities, one member shall be a member of the immediate family of a person with a disability and one member of said commission shall be either an elected or appointed official of that city or town. The terms of the first members of said commission shall be for one, two or three years, and so arranged that the term of one-third of the members expires each year, and their successor shall be appointed for terms of three years each. Any member of said commission may, after a public hearing, if so requested, be removed for cause by the appointing authority. A vacancy occurring otherwise than by expiration of a term shall be filled for the unexpired term in the same manner as an original appointment. The chairperson and other officers shall be chosen by a majority vote of said commission members.

[Third paragraph as amended by 2016, 133, Sec. 46 effective July 1, 2016. See 2016, 133, Sec. 203. For text effective until July 1, 2016, see above.]

Said commission shall consist of not less than 5 and not more than 13 members. In cities, the members shall be appointed by the mayor, subject to the provisions of the city charter except that in cities having a Plan D or Plan E form of government said appointments shall be by the city manager, subject to the provisions of the charter, and in towns they shall be appointed by the selectmen, except towns having a town manager form of government, in which towns appointments shall be made by the town manager, subject to the approval of the selectmen and except towns having a town council form of government, the town manager. A majority of said commission members shall consist of people with disabilities, one member shall be a member of the immediate family of a person with a disability and one member of said commission shall be either an elected or appointed official of that city or town. The terms of the first members of said commission shall be for one, two or three years, and so arranged that the term of one-third of the members expires each year, and their successor shall be appointed for terms of three years each. Any member of said commission may, after a public hearing, if so requested, be removed for cause by the appointing authority. A vacancy occurring otherwise than by expiration of a term shall be filled for the unexpired term in the same manner as an original appointment. The chairperson and other officers shall be chosen by a majority vote of said commission members.

Said commission may receive gifts of property, both real and personal, in the name of the city or town, subject to the approval of the city council in a city or the board of selectmen in a town, such gifts to be managed and controlled by said commission for the purposes of this section.

City of Pittsfield, MA
Monday, February 6, 2017

Chapter 2. Administration

ARTICLE XLI. COMMISSION ON DISABILITIES

Sec. 2-234. Membership and terms.

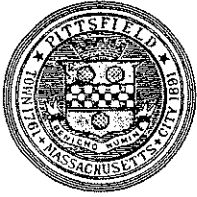
[Ord. No. 877, § I, 9-12-2000; Ord. No. 996, § I, 6-26-2007]

- (a) In accordance with Article 2, Section **2-10**, Article 3, Section **3-3** and Article 6 of Chapter 72 of the Acts of 2013, the Mayor shall appoint not less than five but no more than nine regular members to the Commission on Disabilities subject to City Council approval. The majority of the members on the Commission shall be persons with disabilities; and further one member shall be a city official either elected or appointed; and further one member shall be an immediate family member of a person with a disability; and one member shall be a representative from a disability-related community agency and/or support group; and another person shall be a representative of the Department of Community Development. Additional membership may also include a Building Inspector and a City Engineer both of whom shall serve in an ex-officio capacity. The Mayor shall seek to find members with expertise, who can contribute to the fulfillment of the purposes for which this Commission has been established. The members of the Commission shall serve without compensation. Excepting any reasonable excuse, the ex officio members as set forth in this section are required to attend each meeting.

[Ord. No. 1132, § I, 4-14-2015]

- (b) The Americans with Disabilities Act (ADA) Coordinator shall be an ex officio member and shall clerk or be responsible for arranging for a clerk for every meeting of the Commission on Disabilities. The clerk will take all minutes for meetings of the Commission. The ADA Coordinator shall attend all meetings of the Commission.
- (c) Excepting the city elected or appointed official, who shall serve so long as he/she is a city official, each member shall serve a term of three years. In the event of a vacancy, the Mayor shall appoint a successor as soon as practicable, subject to city council approval, and said successor shall fulfill the unexpired term of the member whose seat was vacated. In accordance with Article 10, Section 10-6(a) of Chapter 72 of the Acts of 2013, the Commission shall choose, from among its own members, a Chairperson, a Vice Chair, a Secretary and any other officers it deems necessary.

[Ord. No. 1132, § II, 4-14-2015]



City of Pittsfield

March 7, 2017

To the City Council of the City of Pittsfield: —

The Committee on ORDINANCE AND RULES

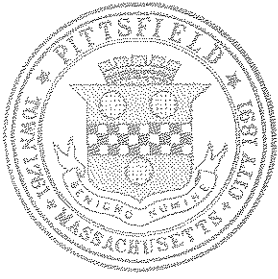
to whom was referred the communication from Mayor Tyer submitting and Ordinance amending Chapter 7, and Chapter 24, of the City Code as it relates to the Fire Department.

having considered the same, report and recommend that it be approved. 5-0.

Respectfully submitted,

A handwritten signature in cursive script that reads "Melissa Maggiorani".

Chairman



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

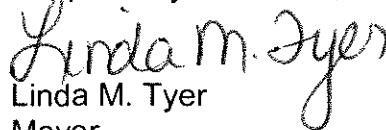
February 9, 2017

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 Ordinances requesting changes to the City Code of the City of Pittsfield. The first ordinance amends Chapter 7, Fire Department, Section 7-21 Adoption. The second ordinance amends Chapter 24, Schedule of Fees, Fire Department.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB

Enclosure



City of Pittsfield Fire Department

74 Columbus Avenue Pittsfield, MA 01201 (413) 448-9764 FAX (413) 448-9766

February 6, 2017

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

RE: City Code Amendments

Dear Mayor Tyer:

Attached please find two draft ordinances requesting changes to the City Code.

The first Ordinance amends Chapter 7, Fire Department, Section 7-21 Adoption. This change is requested to address outdated references to documents relating to the Fire Prevention Code.

The second Ordinance amends Chapter 24, Schedule of Fees - Fire Department, by deleting the current fee schedule for the Fire Department and replacing it with a more comprehensive list of permits that are issued by the department. It also makes increases to several of the fees. The current fee structure was determined by reviewing fees in other similar communities. Pittsfield still remains below the state average on many of its fees.

If you are in agreement with these changes, please submit them to the City Council for approval.

Sincerely,

Robert M. Czerwinski
Fire Chief



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 7, FIRE DEPARTMENT, SECTION 7-21

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 7, Fire Department, be amended by deleting Section 7-21, Adoption, and inserting in its place the following:

Sec. 7-21 Adoption.

Certain documents, copies of which are on file in the office of the Chief of the Fire Department in the City of Pittsfield, Commonwealth of Massachusetts, being marked and designated as MGL c. 148; Massachusetts Comprehensive Fire Safety Code, CMR 527-1 and the National Fire Protection Association (NFPA1) is hereby adopted as the Fire Prevention Code of the City of Pittsfield, Commonwealth of Massachusetts; for the purpose of safeguarding life and property from the hazards of fire and explosion arising from the storage, handling and use of hazardous substances, materials and devices and from conditions hazardous to life or property in the use or occupancy of buildings or premises as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the current MGL c. 148, CMR 527-1 and NFPA 1 are hereby referred to, adopted and made a part hereof, as if fully set out in this article with the additions, insertions, deletions and changes contained in § 7-22 of this article.

SECTION II

This Ordinance shall take effect upon enactment.

Approved as to Form and Legality,

City Solicitor



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 24, SCHEDULE OF FEES, FIRE DEPARTMENT

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 24, Schedule of Fees be amended by deleting the section titled Fire Department and inserting in its place the following:

Fire Department	Fee
Schedule of Permits Issued	
Ammunition (Annual)	\$35.00
small arms ammunition primers (private use) > 1,000 < 10,000 > *	\$35.00
small arms ammunition primers (commercial use) < 100,000 > *	\$35.00
small arms ammunition rim fire (private use) > 10,000 < 30,000 >*	\$35.00
small arms ammunition center fire (private use) > 10,000 < 50,000 >*	\$35.00
small arms ammunition shotgun (private use) > 5,000 < 50,000 >*	\$35.00
small arms ammunition primers < 10,000 > *	\$35.00
small arms ammunition primers (commercial use) < 100,000 > *	\$35.00
smokeless propellants (private) > 16lbs < 48lbs > 48 *	\$35.00
smokeless propellants (commercial) < 100lbs > 100*	\$35.00
Blasting	\$50.00
Bonfire	\$35.00
Carbon Monoxide Detector Installation w/Technical options	\$35.00
Code Compliance Inspection (Annual)	\$40.00
Cutting & Welding/hot works	\$35.00
Demolition	\$35.00
Dumpster (temporary/annual)	\$35.00
Entertainment	\$35.00
Fire Alarm System/Sprinkler System Disable	\$35.00
Fire Hydrant (Private) Installation/maintenance	\$35.00
Fireworks	\$50.00
Flame Test Materials	\$25.00
Flammable/Combustible Liquids/Gases/Solids (Annual)	
Class I Liquid < 10,000 or > 10,000 gallons *	\$35.00
Class II Liquid < 10,000 or > 10,000 gallons *	\$35.00
Class IIIA Liquid < 10,000 or > 10,000 gallons *	\$35.00
Class IIIB Liquid < 10,000 or > 10,000 gallons *	\$35.00
Solids < 100lbs or > 100lbs *	\$35.00
Flammable Gases (within a building) < 3,000 cubic feet > 3,000 cubic feet *	\$35.00
Flammable Gases (outside a building) < 10,000 cubic feet > 10,000 cubic feet *	\$35.00
Flammable or Class II Combustible Liquids unattended within cargo tanks, portable tanks or transfer tanks on a parcel of land. < 15,000 gallons > 15,000 gallons *	\$35.00

* requires an additional license issued by the City Clerk

Approved as to Form and Legality,

City Solicitor



City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD CHAPTER 24, SCHEDULE OF FEES, FIRE DEPARTMENT

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

Gunpowder/black powder (Annual)	\$35.00
(private) < 5lbs > 5lbs*	\$35.00
(commercial) < 50lbs > 50lbs*	\$35.00
* requires an additional license issued by the City Clerk	
Hazardous Process (Annual)	\$35.00
Miscellaneous	\$35.00
Oil Burner/Tank Installation	\$35.00
Paint Spray Booths	\$35.00
Propane Exchange or filling station (Renew every 2 years)	\$50.00
Propane Fork truck (Renew every 2 years)	\$50.00
Propane Installation-AST/UST	\$35.00
Propane Temporary Usage/Seasonal	\$35.00
Re-Inspection (Any Permit)	\$25.00
Research of Tanks (UST/AST)	\$35.00
Rockets (storage of) (Annual)	\$35.00
Salamanders/Construction Heaters (Temporary permit)	\$35.00
Smoke/Co Detector Inspection	
1-2 Family	\$35.00
3-6 Multi Family	\$50.00
7-12 Multi Family	\$100.00
13+ Multi Family	\$200.00
Sprinkler System Inspection (hydro tests and flush flow)	\$50.00
Suppression System for Gas Station & Food Trailer Permit & Puff Test	\$35.00
Tank Removal-AST/UST	\$35.00
Tank Terminate by Slurry	\$35.00
Tank Truck/Transfer Tank (Renew every 2 years)	\$50.00
Tar Kettles/roofing torching	\$35.00
Underground storage of flammable/combustible liquid (renew every 3 years)	\$100.00
Unvented Propane/Natural gas space heaters	\$35.00

SECTION II

This Ordinance shall take effect upon enactment.

Approved as to Form and Legality,

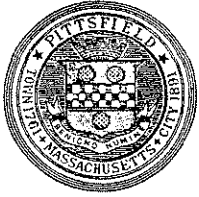
City Solicitor

Current Fees (2016)	Pittsfield	Brockton	Everett	Fall River	Holyoke	Methuen	Peabody	Quincy	Salem	Springfield	Weymouth
Ammunition Permit (Annual)	\$25.00		\$20.00		\$25.00					\$75.00	
Ansul System- Commerical	\$25.00				\$25.00				\$50.00		
Blasting	\$25.00	\$80.00	\$20.00	\$60.00	\$25.00	\$50.00		\$100.00	\$50.00	\$50.00	\$50.00
Bon Fire	\$10.00	\$25.00			\$25.00			\$100.00			\$50.00
Code Compliance Inspection	\$50.00				\$25.00				\$50.00	\$75.00	\$50.00
Cutting & Welding	\$25.00		\$20.00		\$25.00	\$50.00	\$20.00			\$75.00	\$50.00
Demolition	\$25.00				\$25.00	\$50.00			\$25.00		
Dumpster (Annual)	\$25.00				\$25.00	\$25.00	\$10.00		\$25.00	\$50.00	\$50.00
Flammable Fluid,Gas,Solid Storage-Class A up to 165 Gallons (Annual)	\$25.00	\$45.00	\$20.00	\$50.00	\$25.00	\$50.00	\$20.00	\$50.00	\$50.00	\$75.00	\$50.00
Flammable Fluid,Gas,Solid Storage-Class B up to 500 Gallons (Annual)	\$25.00	\$45.00	\$20.00	\$50.00	\$25.00	\$50.00	\$20.00	\$50.00	\$50.00	\$75.00	\$50.00
Flammable Fluid,Gas,Solid Storage- Class C up to 1000 Gallons (Annual)	\$25.00	\$45.00	\$20.00	\$50.00	\$25.00	\$50.00	\$20.00	\$50.00	\$50.00	\$75.00	\$50.00
Flammable Fluid,Gas,Solid Storage Anything over 1001+ Gallons (Annual)	\$25.00	\$45.00	\$20.00	\$50.00	\$25.00	\$50.00	\$20.00	\$50.00	\$50.00	\$75.00	\$50.00
Fire Hydrant Installation	\$25.00										
Fire Hydrant Maintenance/Inspection	\$25.00										
Fire Works/Site Review	\$50.00	\$45.00		\$60.00	\$25.00	\$25.00		\$100.00	\$50.00	\$100.00	\$50.00
Flame Test materials	\$10.00				\$25.00						
FP-290 (Maintaining UST/AST Tanks)-FP-3	\$25.00				\$25.00						
Gunpowder/black powder (Annual)	\$25.00		\$10.00	\$60.00	\$25.00	\$50.00		\$75.00	\$50.00		\$50.00
Installation of Oil Burner/Tank	\$25.00	\$55.00	\$25.00	\$50.00	\$25.00	\$50.00	\$20.00	\$25.00	\$50.00	\$75.00	\$50.00
Miscellaneous- Spill/Piping	\$25.00										
Paint Spray Booths (1 time Fee)	\$25.00				\$25.00				\$50.00		
Propane Fork Truck (Renew every 2 years)	\$25.00										
Propane Temporary Use	\$25.00				\$25.00					\$75.00	\$50.00
Propane Install AST/UST (1 time fee)	\$25.00				\$25.00	\$50.00			\$125.00	\$75.00	\$50.00
Reinspection- ANY PERMIT	\$10.00		\$10.00		\$25.00	\$50.00		\$25.00			
Removal of AST/UST	\$25.00	\$100.00	\$20.00		\$25.00	\$50.00	\$25.00	\$100.00	\$125.00	\$75.00	\$50.00
Research of Tanks (UST/AST)	\$25.00	\$100.00		\$15.00					\$10.00	\$25.00	
Rockets (Storage)	\$10.00				\$25.00	\$50.00					

Current Fees (2016)	Pittsfield	Brockton	Everett	Fall River	Holyoke	Methuen	Peabody	Quincy	Salem	Westfield	Weymouth
Smoke & Co Detector Inspection 1 Family Dwelling	\$25.00	\$50.00	\$50.00	\$50.00	\$25.00	\$50.00	\$20.00	\$50.00	\$30.00	\$50.00	\$50.00
Smoke & Co Detector Inspection 2 Family Dwelling	\$25.00	\$100.00	\$100.00	\$50.00	\$25.00	\$100.00	\$40.00	\$75.00	\$50.00	\$100.00	\$100.00
Smoke & Co Detector Inspection Multi Family 3-5	\$35.00	\$150.00	\$150.00	\$125.00	\$50.00	\$250.00	\$100.00	\$175.00	\$250.00	\$150.00	\$150.00
Smoke & Co Detector Inspection Multi Family 6-12	\$50.00	\$500.00	\$500.00	\$300.00	\$150.00	\$600.00	\$480.00	\$350.00	\$600.00	\$500.00	
Smoke & Co Detector Inspection Multi Family 13 +	\$100.00	\$500.00	\$500.00	\$325.00	\$500.00	\$650.00	\$520.00	\$375.00	\$650.00	\$500.00	
Propane Exchange/Filling Facility	\$25.00					\$50.00		\$50.00		\$75.00	
Tank Truck Inspections (Once every 2 Years)	\$50.00	\$100.00	\$30.00	\$60.00	\$25.00	\$50.00		\$100.00	\$50.00		\$50.00
Tar Kettles	\$25.00	\$45.00	\$10.00	\$50.00	\$25.00	\$50.00		\$50.00	\$50.00	\$50.00	\$50.00
Tent Inspection (Per Tent)	\$25.00			\$50.00	\$25.00	\$50.00			\$30.00		
Terminate Tank by Slurry	\$25.00				\$25.00						
Theatre Inspections	\$25.00				\$25.00			\$75.00			
Unvented Propane/Natural Gas space heaters	\$25.00				\$25.00					\$75.00	\$50.00
Vapor Recovery	\$25.00				\$25.00						
Total Fee Amounts	\$1,150.00	\$2,030.00	\$1,545.00	\$1,455.00	\$1,500.00	\$2,550.00	\$1,315.00	\$2,025.00	\$2,570.00	\$2,550.00	\$1,200.00
Difference in Total Dollar Amount to Pittsfield		\$880.00	\$395.00	\$305.00	\$350.00	\$1,400.00	\$165.00	\$875.00	\$1,420.00	\$1,400.00	\$50.00

Current Fees 2016	Pittsfield	North Adams	Adams	Becket	Windsor	Lenox	Lee	Great Barrington	
								Permit	Inspection
Ammunition Permit (Annual)	\$25.00	\$10.00							
Ansul System- Commerical	\$25.00		\$25.00	\$40.00			\$25.00		
Blasting	\$25.00	\$10.00	\$25.00	\$40.00			\$25.00	\$10.00	\$20.00
Bon Fire	\$10.00	\$10.00	\$10.00			\$25.00			
Code Compliance Inspection	\$50.00	\$10.00	\$25.00				\$25.00		
Cutting & Welding	\$25.00	\$10.00	\$25.00						
Demolition	\$25.00				\$25.00		\$25.00	\$10.00	\$0.00
Dumpster (Annual)	\$25.00								
Flammable Fluid,Gas,Solid Storage-Class A up to 165 Gallons (Annual)	\$25.00	\$10.00	\$25.00				\$25.00		
Flammable Fluid,Gas,Solid Storage-Class B up to 500 Gallons (Annual)	\$25.00	\$10.00	\$25.00				\$25.00		
Flammable Fluid,Gas,Solid Storage- Class C up to 1000 Gallons (Annual)	\$25.00	\$10.00	\$25.00				\$25.00		
Flammable Fluid,Gas,Solid Storage Anything over 1001+ Gallons (Annual)	\$25.00	\$10.00	\$25.00				\$25.00		
Fire Hydrant Installation	\$25.00								
Fire Hydrant Maintenance/Inspection	\$25.00								
Fire Works/Site Review	\$50.00	\$10.00	\$25.00			\$25.00	\$25.00	\$10.00	\$50.00
Flame Test materials	\$10.00								
FP-290 (Maintaining UST/AST Tanks)-FP-3	\$25.00	\$10.00							
Gunpowder/black powdser (Annual)	\$25.00	\$10.00	\$25.00					\$25.00	
Installation of Oil Burner/Tank	\$25.00	\$5.00				\$25.00	\$25.00	\$10.00	\$20.00
Miscellaneous- Spill/Piping	\$25.00	\$10.00							
Paint Spray Booths (1 time Fee)	\$25.00								
Propane Fork Truck (Renew every 2 years)	\$25.00	\$10.00							
Propane Temporary Use	\$25.00	\$10.00						\$10.00	\$20.00
Propane Install AST/UST (1 time fee)	\$25.00	\$10.00	\$20.00	\$30.00			\$25.00	\$10.00	\$20.00
Reinspection- ANY PERMIT	\$10.00	\$10.00			\$50.00				
Removal of AST/UST	\$25.00	\$10.00	\$25.00	\$30.00		\$25.00	\$25.00	\$10.00	\$20.00

Current Fees 2016	Pittsfield	North Adams	Adams	Becket	Windsor	Lenox	Lee	Great Barrington	
								Permit	Inspection
Rockets (Storage)	\$10.00	\$10.00							
Salamanders/Construction Heaters (Temporary Permit)	\$25.00						\$25.00		
Smoke & Co Detector Inspection 1 Family Dwelling	\$25.00	\$10.00	\$20.00	\$30.00	\$50.00	\$25.00	\$25.00	\$10.00	\$10.00
Smoke & Co Detector Inspection 2 Family Dwelling	\$25.00	\$10.00	\$35.00	\$30.00	\$50.00	\$25.00		\$10.00	\$20.00
Smoke & Co Detector Inspection Multi Family 3-5	\$35.00	\$10.00	\$50.00	\$30.00	\$50.00			\$10.00	\$50.00
Smoke & Co Detector Inspection Multi Family 6-12	\$50.00	\$10.00	\$75.00	\$30.00	\$50.00			\$10.00	\$120.00
Smoke & Co Detector Inspection Multi Family 13 +	\$100.00	\$10.00	\$100.00	\$30.00	\$50.00			\$10.00	\$130.00
Propane Exchange/Filling Facility	\$25.00	\$10.00					\$25.00		
Tank Truck Inspections	\$50.00	\$10.00	\$25.00			\$25.00	\$25.00	\$10.00	\$10.00
Tar Kettles	\$25.00	\$10.00							
Tent Inspection (Per Tent)	\$25.00	\$10.00					\$25.00		
Terminate Tank by Slurry	\$25.00	\$10.00			\$50.00				
Theatre Inspections	\$25.00						\$50.00		
Unvented Propane/Natural Gas space heaters	\$25.00	\$10.00	\$25.00				\$25.00		
Vapor Recovery	\$25.00	\$10.00							
Total Permit Fees	\$1,150.00	\$315.00	\$660.00	\$290.00	\$375.00	\$175.00	\$525.00	\$155.00	\$490.00
Total Difference from Pittsfield		\$315.00	\$660.00	\$290.00	\$375.00	\$175.00	\$525.00	\$645.00	



City of Pittsfield

March 7, 2017

To the City Council of the City of Pittsfield: —

The Committee on ORDINANCE AND RULES

to whom was referred the communication from Mayor Tyer submitting an Ordinance amending City Code, Chapter 6, Finance and Taxation, Article XV, Section 6-83.

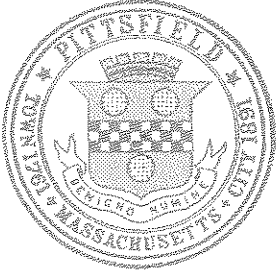
having considered the same, report and recommend that it be approved as amended. Listed below are the amendments.

Delete language.... a person or persons with investment experience;

Add language ... One or more members of the Board of Trustees shall have investment experience.

Respectfully submitted,

Chairman



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

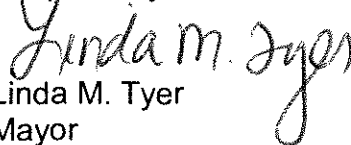
September 7, 2016

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

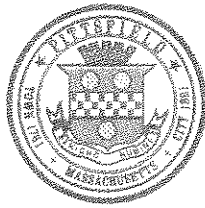
Dear Councilors,

Submitted herewith for your consideration is an Ordinance amending Article XV of Section 6 of the City Code. The proposed amendments to Article XV of Section 6 will incorporate the changes made to Section 20 Massachusetts General Law Chapter 32B "Other Post Employment Benefits Liability Trust Funds" recently signed into law by Governor Baker as part of the Municipal Modernization Act.

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

August 31, 2016

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

Dear Mayor Tyer:

Submitted herewith for your consideration is an Ordinance amending Article XV of Section 6 of the City Code. The proposed amendments to Article XV of Section 6 will incorporate the changes made to Section 20 Massachusetts General Law Chapter 32B "Other Post Employment Benefits Liability Trust Funds" recently signed into law by Governor Baker as part of the Municipal Modernization Act.

Please contact me with any questions you may have.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew M. Kerwood", is written over a horizontal line.

Matthew M. Kerwood
Finance Director



No.

City of Pittsfield

In the Year Two Thousand

AN ORDINANCE

AMENDING THE CODE OF THE CITY OF PITTSFIELD
CHAPTER 6, FINANCE AND TAXATION
ARTICLE XV, OTHER POST-EMPLOYMENT BENEFITS

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 6, Finance and Taxation Article XV, Other Post-Employment Benefits, Section 6-83, Board of Trustee be amended by deleting the Section in its entirety and replacing it with:

There shall be a Board of Trustees consisting of seven members, including the Mayor or his/her designee; the City Treasurer; a City Councilor; an employee of the City of Pittsfield; a retiree of the City of Pittsfield, and two registered voters of the City of Pittsfield. One or more members of the Board of Trustees shall have investment experience. The Mayor, Treasurer and the City Councilor shall serve so long as they continue to hold office. The employee and retire trustee shall be members of the Public Employee Committee. Said trustees shall serve so long as they are members of the Public Employee Committee. The trustee with investment experience and the registered voter trustees shall be appointed by the Mayor pursuant to Section 3-3 of the City Charter. The trustee with investment experience and the registered voters shall serve terms of three years. Upon the expiration of a term of any member of this Board, the Mayor shall, in accordance with Section 3-3 of the City Charter, appoint a successor. In the event that a member resigns, a vacancy will be deemed to exist, and the Mayor shall fill a vacancy for the remainder of the unexpired term.

SECTION 2:

That this ordinance shall take effect upon enactment.

With
O+R
Amendments

9-7-16
Language

That the Code of the City of Pittsfield, Chapter 6, Article XV, Section 6-83 be amended by deleting the Section in its entirety and replacing it with:

There shall be a Board of Trustees consisting of seven members, including the Mayor or his/her designee; the City Treasurer; a City Councilor; a person or persons with investment experience; an employee of the City of Pittsfield; a retiree of the City of Pittsfield, and two registered voters of the City of Pittsfield. The Mayor, Treasurer and the City Councilor shall serve so long as they continue to hold office. The employee and retiree trustee shall be members of the Public Employee Committee. Said trustees shall serve so long as they are members of the Public Employee Committee. The trustee with investment experience and the registered voter trustees shall be appointed by the Mayor pursuant to Section 3-3 of the City Charter. The trustee with investment experience and the registered voters shall serve terms of three years. Upon the expiration of a term of any member of this Board, the Mayor shall, in accordance with Section 3-3 of the City Charter, appoint a successor. In the event that a member resigns, a vacancy will be deemed to exist, and the Mayor shall fill a vacancy for the remainder of the unexpired term.

*City of Pittsfield, MA
Monday, March 6, 2017*

Chapter 6. Finance and Taxation

Article XV. OTHER POST-EMPLOYMENT BENEFITS

Sec. 6-83. Board of Trustees.

[Ord. No. 1082, § 1, 8-12-2014]

There shall be a Board of Trustees consisting of three members. Pursuant to Section **2-10** of the City Charter, all three members shall be appointed by the Mayor with City Council approval. The Mayor or his designee shall be a member of this Board; a City Councilor shall be another member of this Board; and the final member shall be a registered voter of the City of Pittsfield. The City Treasurer shall serve as a non-voting member. The Mayor and the City Councilor shall serve so long as they continue to hold office. The registered voter shall serve a term of three years. Upon the expiration of a term of any member of this Board, the Mayor shall, in accordance with Section **3-3** of the City Charter, appoint a successor. In the event that a member resigns, a vacancy will be deemed to exist, and the Mayor shall fill a vacancy for the remainder of the unexpired term.



City of Pittsfield

.....March 8, 2017.....

To the City Council of the City of Pittsfield:—

The Committee on

on Public Health and Safety

to whom was referred the

a communication from Mayor Tyer submitting an Order authorizing the City of Pittsfield to enter into the Inter-Municipal Agreement of the Berkshire Public Health Alliance

having considered the same, report and recommend that

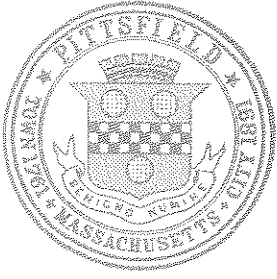
the City of Pittsfield approve the Inter-Municipal Agreement

Respectfully submitted,

A handwritten signature in cursive script that reads "Lisa Tully".

Lisa Tully

Chairman.



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

Linda M. Tyer
Mayor

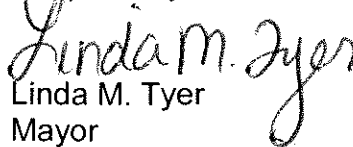
February 9, 2017

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 the Inter-Municipal Agreement of the Berkshire Public Health Alliance.

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

A N O R D E R

No. _____

AUTHORIZING THE CITY OF PITTSFIELD TO
ENTER INTO THE INTER-MUNICIPAL AGREEMENT OF
THE BERKSHIRE PUBLIC HEALTH ALLIANCE

Ordered:

That the City of Pittsfield, by and through its Mayor is authorized to enter into the Inter-municipal Agreement of the Berkshire Public Health Alliance.

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.



PITTSFIELD BOARD OF HEALTH


Jay R. Green, JD, Chairperson

Steve Smith, MA ~ Alan Kulberg, MD ~ Yvonne West, RN ~ Michael Summers

MEMORANDUM

DATE: February 7, 2017

TO: Mayor Linda Tyer

FROM: Gina  Armstrong

RE: Request for Inter-Municipal Agreement with Berkshire Public Health Alliance

Dear Mayor Tyer,

At the October 5, 2016 meeting of the Board of Health, after a presentation by Laura Kittross, Director of the Berkshire Public Health Alliance (BPHA), the Board voted unanimously to recommend to City Council that the City of Pittsfield join the Alliance.

I ask for your approval and submission to City Council to approve an Inter-Municipal Agreement with the Alliance.

The Alliance was created in 2011 to address the need for shared public health services. Services such as public health nursing services, soil evaluations, perc tests and other inspectional services are available to member towns/cities however there is not a requirement to contract for all services. Our department has contracted services during position vacancies and gaps in staff certification credentials. Contract fees for non-member municipalities are higher than member fees.

Pittsfield's membership will benefit the BPHA in obtaining grant funding for countywide public health initiatives such as Hepatitis C prevention. A Pittsfield Board of Health representative will serve on the Governing Board, participate in quarterly meetings and have a vote on all matters.

I have attached a summary about the Alliance and the Agreement that will require approval and a signature. The City Solicitor completed his review of the Agreement on January 11, 2017 and found it to be acceptable in form and legality.

Thank you for your consideration of this proposal.

Attachments



Berkshire Public Health Alliance
1 Fenn Street Suite 201, Pittsfield, Massachusetts 01201

WHAT IS THE BERKSHIRE PUBIC HEALTH ALLIANCE?

The Berkshire Public Health Alliance (Alliance) was formed in November, 2011 when 21 Berkshire County municipalities signed an Inter-Municipal Agreement (IMA) with each other and with the Berkshire Regional Planning Commission as fiscal host. The IMA allows, but does not require, the municipalities to share public health services. Since 2011, two additional municipalities have joined the Alliance for a total of 23. The Alliance is governed by a Board made up of one voting member and one alternate from each member municipality. The Governing Board meets approximately quarterly. There is no cost to belong to the Alliance, unless the municipality buys services.

WHAT SERVICES DOES THE ALLIANCE OFFER TO MUNICIPALITIES?

Inspectional Services: The Alliance offers Health Agent/Inspectional services of all types, including food inspections, housing inspections/enforcement, Title 5 services, pool inspections, camp inspections and other services as required on either an hourly, as needed basis, in a block of services with a pre-determined number of hours, or on a comprehensive basis (all inspectional services for the municipality). All Alliance inspectors hold current certifications appropriate to the job assigned.

Public Health Nursing Services: The Alliance provides comprehensive public health nursing services currently to nine municipalities, and is also available for back up services, as needed, on an hourly basis for infectious disease investigation and surveillance through the Massachusetts Virtual Epidemiologic Network (MAVEN) system, Directly Observed Therapy (DOT) for Tuberculosis (TB) patients, flu clinics or other public health nursing services.

Technical Support: Alliance member municipalities and staff are generous with their time when new or inexperienced Board of Health members or staff have questions or concerns.

WHAT OTHER BENEFITS DOES THE ALLIANCE PROVIDE?

Grants: Berkshire County has become far more competitive for grants with the ability to apply on behalf of 23 member communities. Previously, even the largest municipalities were often not competitive on their own. Since 2011, the Alliance has brought in over \$1,000,000 in grants in areas as diverse as regional services, opioid abuse prevention, public health nursing, immunization, food protection, on-line permitting and healthy aging.

Standardization of Public Health Services: The Alliance has worked to provide municipalities with a recommended fee schedule, standardized office procedures and forms and model well regulations. A current grant from the FDA is allowing the Alliance to provide extensive food protection training to health agents in the Alliance, as well as paying for up to three years of Board of Health on-line permitting software to allow for standardization of forms and procedures.

413-442-1521, x37, Fax: 413-442-1523

<http://www.berkshireplanning.org/major-initiatives/berkshire-public-health-alliance/>



Berkshire Public Health Alliance
1 Fenn Street Suite 201, Pittsfield, Massachusetts 01201

JOINING THE ALLIANCE

The Alliance Rules of Operation allow for municipalities that did not sign the original IMA to still sign that IMA under the same conditions as the original municipalities (approval from the Board of Health and the Board of Selectmen or City Council). The Alliance Governing Board may then vote to extend all the privileges and responsibilities associated with full membership.



Berkshire Public Health Alliance
1 Fenn Street Suite 201, Pittsfield, Massachusetts 01201

JOINING THE ALLIANCE

The Alliance Rules of Operation allow for municipalities that did not sign the original IMA to still sign that IMA under the same conditions as the original municipalities (approval from the Board of Health and the Board of Selectmen or City Council). The Alliance Governing Board may then vote to extend all the privileges and responsibilities associated with full membership.

Inter-municipal Agreement Berkshire Public Health Alliance

THIS AGREEMENT dated as of this 9th day of November, 2011 (the "Agreement") is entered into by and between the municipalities of Adams, Alford, Becket, Clarksburg, Dalton, Egremont, Florida, Great Barrington, Hancock, Lanesborough, Mount Washington, New Ashford, New Marlborough, North Adams, Peru, Richmond, Sandisfield, Savoy, Sheffield, Washington, West Stockbridge, Williamstown, Windsor, Massachusetts, (collectively the "Municipalities") and the Berkshire Regional Planning Commission (hereinafter "BRPC") a governmental unit as defined under M.G.L. c. 40, s.4A.

WHEREAS, M.G.L. c. 40, s. 4A, as amended, authorizes the chief executive officer of a city or town to enter into agreements with one or more municipalities and other governmental units to jointly perform services and share costs which any one of them is authorized to perform;

WHEREAS, Boards of Health of the Municipalities are mandated to prevent disease and enforce public health laws and regulations;

WHEREAS, Boards of Health of the Municipalities desire to equitably, efficiently and consistently promote, protect, and preserve the Public Health;

WHEREAS, Boards of Health of the Municipalities, wish to improve public health capacity and access to trained and experienced public health professionals in order to improve services and meet community needs;

WHEREAS, the Municipalities are seeking to create regional coordination within Berkshire County of public health services and programs; and

WHEREAS, each party to this Agreement has obtained authority to enter into this Agreement pursuant to M.G.L. c.40, s. 4A. The Municipalities have obtained authorization for this joint undertaking by vote of their Boards of Selectmen or City Council with the approval of the Mayor as attested to by certified copies thereof contained in Appendix A. In addition, the Board of Health of each Municipality has recommended approval of this Agreement.

NOW, THEREFORE, the parties, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. Term. The term of this Agreement shall be five (5) years, commencing upon execution by the Parties. It shall renew automatically for up to a total term of twenty-five (25) years unless earlier terminated as set forth herein.

2. Governing Board. There shall be a governing board (hereafter “the Board”), comprised of two representatives from each Municipality. Each Municipality shall have one vote on the Board. One representative shall be appointed by the Board of Health who shall be a full voting member of the Board and whose term shall be as determined by the Board of Health. The second representative shall be an associate member who shall be appointed by the Municipality’s appointing authority and who shall sit on the Board as a full member and may vote only when the full member is not in attendance. The Board shall direct the establishment of policies, programs and procedures and approve an annual operating budget and fee schedule. The Board shall advise the Host Agency on the services and programs the Board has determined should be provided under this Agreement and shall support as necessary the implementation of such services and programs. The Board shall, by majority vote of its voting members, create and maintain rules and regulations that govern its operating practices.

3. Amendment. This Agreement may be amended only in writing when signed by all member Municipalities duly authorized thereunto.

4. Department. During the term of this Agreement, subject to funding, there shall be established a common health department known as the Berkshire Public Health Alliance (hereinafter the “Department”) which shall be administered and managed by a Host Agency as hereinafter provided. The Municipalities may share the services and the associated costs of services provided by the Department, as agreed to by the Board, subject to appropriation by each Municipality. Where appropriate, staff members performing services for a Municipality shall be appointed as agent(s) of that Municipality’s Board of Health. Notwithstanding any provisions of this Agreement, each Municipality shall maintain its local Board of Health, which shall retain its own legal authority and autonomy as provided by law.

5. Department Duties. The Department may perform all the duties of local Boards of Health authorized under Massachusetts law and as agreed to by the Municipalities through the Board.

6. Host Agency Duties. BRPC shall act as the Host Agency for the Department and shall provide staff, office space and equipment necessary for operations subject to availability of funds and annual vote of the Board to continue to engage BRPC as Host Agency. All staff shall be subject to the personnel policies and procedures of BRPC. The Host Agency shall have the following duties and authority:

- Prepare a proposed budget for review and approval by the Board
- Apply for, receive and manage grants subject to approval and acceptance by the Municipalities where required by law
- Enter into contracts for goods and services

2. Governing Board. There shall be a governing board (hereafter “the Board”), comprised of two representatives from each Municipality. Each Municipality shall have one vote on the Board. One representative shall be appointed by the Board of Health who shall be a full voting member of the Board and whose term shall be as determined by the Board of Health. The second representative shall be an associate member who shall be appointed by the Municipality’s appointing authority and who shall sit on the Board as a full member and may vote only when the full member is not in attendance. The Board shall direct the establishment of policies, programs and procedures and approve an annual operating budget and fee schedule. The Board shall advise the Host Agency on the services and programs the Board has determined should be provided under this Agreement and shall support as necessary the implementation of such services and programs. The Board shall, by majority vote of its voting members, create and maintain rules and regulations that govern its operating practices.

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- Prepare a proposed budget for review and approval by the Board
- Apply for, receive and manage grants subject to approval and acceptance by the Municipalities where required by law
- Enter into contracts for goods and services

- Create and manage programs and activities
- Receive gifts and donations
- Maintain accurate and comprehensive records of services performed
- Maintain records of costs incurred and reimbursements and contributions received
- Maintain a performance bond or insurance as required by law
- Perform annual audits
- Preparation of semi-annual financial statements and issuance of such statements to the Municipalities

In addition, the Host Agency may have the following duties and authority:

- Hire, manage and share staff, contractors, services, equipment and/or facilities

Prior to providing any services as Host Agent, BRPC shall provide the Board, for its approval, a schedule of fees and costs it shall be paid for services rendered.

7. Supermajority. A supermajority vote of two-thirds (2/3) of the voting members of the Board shall be required to approve the annual Department budget and all decisions or actions requiring the allocation of funds.

8. Grants. BRPC may apply on behalf of the Municipalities for grants to fund services of the Department. BRPC may also partner with a member Municipality or Non-Profit Organization to apply for grants on behalf of the Municipalities. The Municipalities shall cooperate with BRPC in completing any grant applications as necessary and shall seek to obtain authorization to be signatory where appropriate for any such grants. Each Municipality shall also cooperate in the implementation of grants accepted by the BRPC on behalf of the Municipalities to the extent allowed by law.

9. Fee Structure. Prior to the commencement of the first fiscal year of operations, and each year thereafter, the Board shall adopt a budget which may include costs for administrative overhead and for the provision of direct services. Commencing with the first fiscal year of operations the Board shall prepare a Public Health Services Fee Schedule. Each service fee shall include an allocation of costs for basic administration and overhead, if any. Each Municipality may choose an available shared service and shall be assessed a fee only for the actual services contracted for. Any such fees may be offset by grants or donations received by the Host Agency on behalf of the Municipalities. Assessments for fees that are not funded by grants, gifts or other Department or Municipal resources shall be presented to the Municipalities legislative bodies for appropriation.

10. Employees. An employee of any one Municipality, a party to this Agreement, who performs services, pursuant to this Agreement on behalf of another Municipality, a party to this Agreement, shall be deemed to remain an employee of the employee's hiring Municipality and shall retain all accrued benefits and shall be subject to standard personnel practices of such Municipality. The Host Agency may contract with Municipal employees for contract services

subject to the requirements of their existing municipal contracts, collective bargaining agreements and the Massachusetts Conflict of Interest Law, M.G.L. c. 268A.

11. Indemnification. Each party to this Agreement shall be liable for the acts and omissions of its own employees and not for the employees of any other party in the performance of their obligations under this Agreement to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258, except to the extent that such employees are acting upon the direction of another party, in which case the directing party shall be liable for the acts and omissions of those employees. By entering into this Agreement, none of the parties have waived any governmental immunity or limitation of damages, which may be extended to them by operation of law. The Municipalities and the Host Agency shall hold each other harmless from any and all claims related to employment or employee benefits, collectively bargained or otherwise, made by persons under their employ. Each Party shall indemnify and hold harmless the other parties to this Agreement from and against any claim arising from or in connection with the performance of this Agreement, to the extent the indemnifier would otherwise be liable under a direct claim pursuant to M.G.L. c.258 including, without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission or intentional misconduct.

12. Municipal Withdrawal or Termination. Any Municipality may withdraw from and terminate its participation in this Agreement upon the provision of at least one (1) year's prior written notice to the other Municipalities and BRPC. In addition, a supermajority vote of two-thirds (2/3) of the voting members of the Board may terminate the participation in this Agreement of another Municipality for cause with ninety (90) days written notice. No such termination shall affect any obligation of indemnification or contractual obligation that may have arisen hereunder prior to such termination. If all party Municipalities vote simultaneously to terminate this Agreement, the required notice to BRPC or any other Host Agency shall be sixty (60) days. The Municipalities shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination. Upon such termination, the terminating Municipality shall be solely responsible for the provision of public health services for the benefit of that Municipality. Upon such termination, the Board shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within sixty (60) days thereafter. Termination or withdrawal by one or more of the Municipalities shall not invalidate this Agreement for the remaining Municipalities.

13. Host Agency Withdrawal or Termination. The Host Agency may withdraw and terminate its participation in this Agreement upon the provision of one (1) year's prior written notice to the Board and member Municipalities. In addition, a supermajority vote of two-thirds (2/3) of the voting members of the Board may terminate the relationship with the Host Agency

subject to the requirements of their existing municipal contracts, collective bargaining agreements and the Massachusetts Conflict of Interest Law, M.G.L. c. 268A.

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12. Municipal Withdrawal or Termination. Any Municipality may withdraw from and terminate its participation in this Agreement upon the provision of at least one (1) year's prior written notice to the other Municipalities and BRPC. In addition, a supermajority vote of two-thirds (2/3) of the voting members of the Board may terminate the participation in this Agreement of another Municipality for cause with ninety (90) days written notice. No such termination shall affect any obligation of indemnification or contractual obligation that may have arisen hereunder prior to such termination. If all party Municipalities vote simultaneously to terminate this Agreement, the required notice to BRPC or any other Host Agency shall be sixty (60) days. The Municipalities shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination. Upon such termination, the terminating Municipality shall be solely responsible for the provision of public health services for the benefit of that Municipality. Upon such termination, the Board shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within sixty (60) days thereafter. Termination or withdrawal by one or more of the Municipalities shall not invalidate this Agreement for the remaining Municipalities.

13. Host Agency Withdrawal or Termination. The Host Agency may withdraw and terminate its participation in this Agreement upon the provision of one (1) year's prior written notice to the Board and member Municipalities. In addition, a supermajority vote of two-thirds (2/3) of the voting members of the Board may terminate the relationship with the Host Agency

for cause or convenience. Upon termination for cause, the Board shall provide sixty (60) days written notice to the Host Agency. If termination is for convenience, the Board shall provide one (1) year's written notice to the Host Agency. The Host Agency shall continue to provide services until the date of termination or withdrawal, unless otherwise agreed to by the Board and the Host Agency, and shall be paid for services rendered up until the date of termination or withdrawal minus any costs for damages incurred by the Municipalities resulting from the Host Agency's default under this Agreement. Upon termination or withdrawal, the Host Agency shall deliver to the Board copies of all files and documents, without cost to the Municipalities, relating to the services provided by the Host Agency during the term of this Agreement.

14. Assignment. None of the Municipalities or BRPC shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other Municipalities and BRPC.

15. Severability. If any provision of this Agreement is held by a court of appropriate jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

16. Waiver. The obligations and conditions set forth in this Agreement may be waived only in writing signed by all Municipalities, a party to this Agreement, waiving such obligation or condition. Forbearance by a Municipality shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that Municipality under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

17. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

18. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

19. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Adams
Town Clerk
Town Hall
8 Park Street
Adams, MA 01220

Town of Becket
Town Clerk
Town Hall
557 Main Street
Becket, MA 01223

Town of Dalton
Town Clerk
Town Hall
462 Main Street
Dalton, MA 01226

Town of Florida
Town Clerk
Town Hall
379 Mohawk Trail
Drury, MA 01343

Town of Hancock
Town Clerk
Town Hall
Hancock Road
Hancock, MA 01237

Town of Mount Washington
Town Clerk
Town Hall
118 East Street
Mount Washington, MA 01258

Town of New Marlborough
Town Clerk
Town Hall
P.O. Box 99
Mill River, MA 01244

Town of Peru
Town Clerk
Town Hall
3 East Main Road P.O. Box 479
Peru, MA 01235

Town of Alford
Town Clerk
Town Hall
5 Alford Center Road
Alford, MA 01230

Town of Clarksburg
Town Clerk
Town Hall
111 River Road
Clarksburg, MA 01247

Town of Egremont
Town Clerk
Town Hall
P.O. Box 368
South Egremont, MA 01258

Town of Great Barrington
Town Clerk
Town Hall
334 Main Street
Great Barrington, MA 01230

Town of Lanesborough
Town Clerk
Town Hall
83 North Main Street
Lanesborough, MA 01237

Town of New Ashford
Town Clerk
Town Hall
Mallery Road
New Ashford, MA 01237

City of North Adams
City Clerk
City Hall
10 Main Street
North Adams, MA 01247

Town of Richmond
Town Clerk
Town Hall
1529 State Road, P. O. Box 81
Richmond, MA 01254

Town of Adams
Town Clerk
Town Hall
8 Park Street
Adams, MA 01220

Town of Becket
Town Clerk
Town Hall
557 Main Street
Becket, MA 01223

Town of Dalton
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Dalton, MA 01226

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Town Hall
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New Ashford, MA 01237

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City Clerk
City Hall
10 Main Street
North Adams, MA 01247

Town of Richmond
Town Clerk
Town Hall
1529 State Road, P. O. Box 81
Richmond, MA 01254

Town of Sandisfield
Town Clerk
Town Hall
P.O. Box 90
Sandisfield, MA 01255

Town of Savoy
Town Clerk
Town Hall
720 Main Road
Savoy, MA 01256

Town of Sheffield
Town Clerk
Town Hall
P.O. Box 175, 21 Depot Square
Sheffield, MA 01257

Town of Washington
Town Clerk
Town Hall
8 Summit Hill Road
Washington, MA 01223

Town of West Stockbridge
Town Clerk
Town Hall
21 State Line Road
West Stockbridge, MA 01266

Town of Williamstown
Town Clerk
Town Hall
31 North Street
Williamstown, MA 01267

Town of Windsor
Town Clerk
Town Offices
1890 Route 9
Windsor, MA 01270

Host Agency:
Executive Director
Berkshire Regional Planning Commission
1 Fenn Street
Pittsfield, MA 01201

20. Complete Agreement. This Agreement constitutes the complete basic agreement between the Municipalities and BRPC concerning the subject matter hereof, superseding all prior agreements and understandings. Additional agreements or understandings between the Municipalities concerning the subject matter hereof may be made from time to time, but shall be in writing.

CITY OF PITTSFIELD
By the City Council and Approval of Mayor

**Berkshire Public Health Alliance
Rules and Regulations of Operations
As Adopted March 12, 2015**

Article I. Association and Purpose

- Section 1. **Formation:** The municipalities of Adams, Alford, Becket, Clarksburg, Dalton, Egremont, Florida, Great Barrington, Hancock, Lanesboro, Mt. Washington, New Marlborough, North Adams, Peru, Richmond, Sandisfield, Savoy, Sheffield, Washington, West Stockbridge, Williamstown, Windsor hereinafter the “Municipalities” and the Berkshire Regional Planning Commission hereinafter “BRPC” have entered into an inter municipal agreement hereafter the “Agreement” pursuant to M.G.L. c.40, section 4A creating the Berkshire Public Health Alliance, hereafter the “Alliance,” for the purpose of promoting public health in Berkshire County through a coordinated regional effort.
- Section 2. **Purpose:** The purpose of the Alliance shall be to equitably and consistently enforce public health laws and regulations and improve the public health by working together to enhance local public health capacity and provide access to trained and experienced public health professionals.

Article II. Membership

- Section 1. **Membership:** The membership of the Alliance shall consist of those Municipalities that have entered into the Agreement as amended from time to time (hereafter referred to as “Members”).
- Section 2. **Additional Members:** Any other municipality in or contiguous to Berkshire County may petition the Governing Board to join the Alliance. The Governing Board must vote to admit the new Member by a 2/3 majority of members present at a meeting at which a quorum is present, after which approval may be sought through an amendment to the IMA from all Members. The new member municipality shall be considered a provisional member and entitled to all the privileges and responsibilities of membership immediately following an affirmative vote of the Governing Board.
- Section 3. **Non-Member Boards of Health:** Any Berkshire County or contiguous Local Board of Health in Massachusetts who has not entered into membership with the Alliance but seeks to receive services from the Alliance may do so subject to a vote of the Governing Board or the Alliance Director’s Committee (ADC) and approval by BRPC as the Host Agency. Different rates and conditions may apply for services to non-members and members. Non-member boards shall not have representatives on the Governing Council. Non-member boards may be heard at Alliance meetings if allowed by a majority of the voting members present, but cannot vote.

Section 4. **Inactive Status:** A Member Board of Health shall automatically be placed on inactive status at the end of the second consecutive Governing Board meeting at which no representative from the Member municipality is present. An inactive municipality shall not count toward the quorum requirement for subsequent Board meetings until reinstated. A municipality shall be notified in writing that they have been placed on inactive status. Inactive municipalities shall be automatically converted to active status upon attendance at a Governing Board meeting.

Article III. Host Agency

Section 1. **Host Agency:** Pursuant to the Agreement, BRPC has agreed to act as fiscal and administrative agent of the Alliance hereafter called the "Host Agency".

Section 2. **Duties:** Shall be as determined in the Agreement and as established from time to time by the Governing Board.

Section 3. **Administrative Expenses:** The Host Agency and the Governing Board shall establish annually as part of the budgeting processes the fees to be paid to the Host Agency, if any, for providing Host Agency services which may be paid through fees for services to the Members, grants or voluntary assessments to the Members subject to the municipality's normal procurement processes, subject to Article VII, Section 3 of this document.

Article IV: Governing Board Structure

Section 1. **Governing Board:** Pursuant to the Agreement, the Alliance shall be governed by a Governing Board hereinafter the "Board," comprised of two Representatives from each member Municipality. Representatives, one voting and one alternate, shall be chosen by each municipality in the manner described in the Agreement and shall serve terms as determined by the appointing authority in their municipality. It is the responsibility of the Member Board of Health to inform the Alliance in writing of the names and contact information for their municipality's Representatives. It shall be assumed by the Alliance that the Representatives have not changed until the Member Board of Health informs the Alliance in writing of any new appointment. The Board shall accept the Member's appointments without restriction, except that each Representative shall represent only one Member.

Section 2. **Board Officers:** The Board shall elect by majority vote a Chair and Vice-chair at the initial meeting of the Board and thereafter every two years from among the Representatives constituting the Board, except that the first Vice-chair shall serve only one year so as to stagger the terms of the Chair and Vice-chair. Should there be a mid-term vacancy in the office of Chair and/or Vice-chair, the Board shall immediately fill that vacancy at its next meeting from among the current Representatives. A Treasurer and Secretary may be elected by the Board.

Section 3. **Board Chair Duties:**

Section 4. **Inactive Status:** A Member Board of Health shall automatically be placed on inactive status at the end of the second consecutive Governing Board meeting at which no representative from the Member municipality is present. An inactive municipality shall not count toward the quorum requirement for subsequent Board meetings until reinstated. A municipality shall be notified in writing that they have been placed on inactive status. Inactive municipalities shall be automatically converted to active status upon attendance at a Governing Board meeting.

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- Section 3. **Board Chair Duties:**

- a. Set Agenda for all meetings
- b. Preside at all meetings of the Board.
- c. Call special meetings of the Board.
- d. Perform all acts and duties usually pertaining to the office or as set by the Board from time to time.
- e. Act as a member *ex-officio* of all special committees.

Section 4. Board Vice-chair Duties:

The Vice-chair shall perform all the duties of the office of the Chair if the Chair is unable to serve or as set by the Board or Board Chair from time to time.

Section 5. Board Secretary Duties:

- a. Post Agenda as required by Open Meeting Law and requirements as set by the Board from time to time
- b. Keep a complete record of all meetings of the Board.
- c. Serve all notices required by law or by these rules and regulations.
- d. Perform all acts and duties usually pertaining to the office or as set by the Board.

Section 6. Board Treasurer Duties

- a. Provide a draft budget annually by January 15.
- b. Provide documentation for budget discussions
- c. Provide budget reports as requested by the Board or the ADC.
- d. Perform all acts and duties usually pertaining to the office or as set by the Board.

Section 7: Delegation of Officer Duties: Any duties of the Board's Officers may be delegated to the Host Agency or its contractors or employees by the Board.

Section 8: Subcommittees: May be formed by a vote of the Board and delegate powers as the Board determines.

Article V: Governing Board Operations

Section 1: Board Quorum: A simple majority of Members shall constitute a quorum at any meeting of the Board. If a Member's representatives are absent two quarterly meetings in a year, without cause, a letter may be sent to the Member Board of Health asking them to consider appointment of a new Representative.

Section 2: Board Voting: Each Member shall have one vote exercised by its duly selected voting Representative in decisions of the Board. In the absence of the voting Representative, the non-voting Representative shall have authority to cast the vote for the Member. Unless otherwise stated, all votes of the Board are by simple majority of the attending voting members. In the case of a tie vote the motion fails.

- Section 3: **Board Meetings:** The Board shall meet no less than three times each year, the date and place to be determined by the Board Chair. Notice of time and place of meetings of the Board shall be given by the Secretary at least ten business days prior to such meeting and shall be posted in compliance with the Massachusetts Open Meeting Law M.G.L. c.30A, section 20. A copy of such notice addressed to each Member's addresses as it appears on the books of the Alliance shall be provided. It is the responsibility of the Member to update this address as needed.
- Section 4: **Annual Elections Meeting:** Annually in July, or as otherwise determined by the Board, the Board shall hold a meeting to elect officers and address any other Alliance business, including but not limited to appointments and other membership issues.
- Section 5: **Annual Performance Assessment Meeting:** An Annual Performance Assessment Meeting shall be held in September each year or as set by the Board, to assess Alliance needs, accomplishments and priorities for the coming fiscal year and recommend any new programs or initiatives to the Alliance.
- Section 6: **Special meetings:** Special meetings may be called at any time by the Board Chair or his or her designee or upon request from 20% or more Members through their Board voting Representatives. Notice of such meetings shall be sent to the members at least ten business days prior to the appointed date. Emergency Meetings as may be determined by the Chair shall be posted at least three business days in advance. Such notice shall designate the time and place of such meeting, shall specify the matter or matters to be considered and shall be posted in accordance with the Massachusetts Open Meeting Law.
- Section 7: **Parliamentary Authority:** Robert's Rules of Order shall govern the procedures of Board meetings except where they are in conflict with these rules and regulations.
- Section 8: **Executive Committee:** An Executive Committee, known as the "Alliance Director's Committee" or "ADC" may be established the Board. The ADC shall consist of three members, including the Governing Board Chair acting *ex-officio*. The ADC shall have the authority, in consultation with the Alliance Director or other Alliance staff, to make all decisions and approvals necessary in between Governing Board meetings, subject to ratification, where possible, by the Board. The ADC will attempt to make all decisions consistent with Governing Board votes, directives and decisions, where known and possible. ADC members shall be appointed by the Board from among their members (voting and alternates), and shall serve two year terms. An ADC member who is no longer eligible to represent their municipality on the Governing Board may finish out their current two year ADC term. ADC meetings shall be posted in accordance with Open Meeting law and minutes of those minutes provided to all Board members.

Article VI: Alliance Operations

- Section 1. **Staffing:** The Board may enlist volunteers or request that the Host Agency engage contractors or employees to perform certain staff duties as decided by the Board.

- Section 3: **Board Meetings:** The Board shall meet no less than three times each year, the date and place to be determined by the Board Chair. Notice of time and place of meetings of the Board shall be given by the Secretary at least ten business days prior to such meeting and shall be posted in compliance with the Massachusetts Open Meeting Law M.G.L. c.30A, section 20. A copy of such notice addressed to each Member's addresses as it appears on the books of the Alliance shall be provided. It is the responsibility of the Member to update this address as needed.
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- Section 2. **Volunteers:** The Board may authorize a volunteer Director or other volunteers to assist with the programs and initiatives of the Alliance and administer programs and procedures as set by the Board. The Board shall have direct oversight of volunteers.
- Section 3. **Independent Contractors:** The Host Agency on behalf of the Alliance may contract with vendors to provide assistance with the programs and initiatives of the Alliance, including a Director, inspectors or other personnel. All contractors shall be hired in accordance with Mass General Law chapter 30B as applicable. Oversight of independent contractors shall be by the Host Agency. The Board may require that the Host Agency terminate the performance of Alliance duties by a contractor for unsatisfactory performance or otherwise for cause. Contractors shall only be engaged subject to available funds.
- Section 4. **Employees:** The Board may request that the Host Agency engage staff to assist with the programs and initiatives of the Alliance, including a Director, inspectors or other personnel, and may delegate authority to such Host Agency employees to administer policies, programs and procedures as set by the Board. Paid employees shall be subject to the personnel policies and procedures of the Host Agency. Oversight of employees shall be by the Host Agency. The Board may require for cause that an employee of the Host Agency providing services to the Alliance be terminated from providing such services.
- Section 5. **Duties as Health Agents:** The Director and any staff or contractors of the Host Agency may be appointed as Health Agents by each Member Board of Health. All Alliance inspectors shall meet certification and training standards as set by the Board from time to time. If services are provided by the Director or any staff or contractors to a community, that community's Board of Health shall appoint them as Health Agents of that Board of Health prior to any services being delivered.
- Section 6. **Inspections and Forms:** The Board of Health in the municipality receiving services shall retain ultimate control and responsibility for inspections, reports and enforcement in their community unless otherwise contracted. Alliance provided inspections shall comply with MA General Laws. The Board of Health in each municipality shall make Alliance inspectors aware of any relevant local municipal bylaws prior to services being provided. All Alliance provided inspections shall use Alliance standardized inspection and reporting forms. Completed inspection forms or reports shall be provided to the Board of Health and to the Host Agency.
- Section 7. **Member Communications:** Members and other municipalities receiving services may communicate problems or issue to the Host Agency or Alliance staff regarding any Alliance services. The Host Agency or Director may take such actions as are appropriate to respond to the complaint or action that is not in conformance with Alliance policies as established from time to time. Complaints requesting a specific action by the Board shall be submit in writing to the Host Agency and the Board. The Board may instigate an investigation of the request and may take any or all appropriate action as determined by the Board. Any Member may request that a given inspector not provide services in their municipality which may cause a delay in services.

Article VII: Alliance Director

- Section 1. **Alliance Director:** The Director shall work under the direction of the Board and the ADC to shall manage Alliance programs, policies and procedures as appropriate consistent with host agency policies and in accordance with Massachusetts Conflict of Interest Laws.
- Section 2. **Director Appointment:** A Director and/or Deputy Director may be appointed by the Board. Directors and Deputy Directors receiving compensation shall be employees or contractors of the Host Agency and subject to the Host Agency's policies and procedures.
- Section 3. **Director Term:** The Director's terms of service shall be as determined by the Board in conjunction with the Host Agency. Hiring shall be contingent upon available funding. The Host Agency shall relieve the Director of his/her duties at any time if a majority vote of the Board determines the Director's performance is unsatisfactory. Staff hiring and termination by the Host Agency will be done in consultation with the Board and in accordance with Host Agency personnel policies.
- Section 4. **Supervision:** The Director shall oversee volunteers, contractors and staff of the Host Agency that provide services to the Alliance in accordance with Board and Host Agency personnel policies.
- Section 5. **Board Duties:** In the absence of a Director or other Board delegee the Board or the ADC shall administer the Alliance policies, programs and procedures as necessary.

Article VIII: Budgeting and Financial Matters

- Section 1: **Annual Budget Meeting:** An annual Budget meeting shall be held no later than March 31 each year to review and approve a proposed budget.
- Section 2. **Budget Approval:** The budget for the next fiscal year shall be approved by a two-thirds majority vote of those municipalities present at the meeting assuming a quorum is present by March 31 and said budget may be amended by two-thirds vote at any properly called meeting for that purpose. If the Board is unable to meet prior to March 31 the ADC may approve an operating budget that shall be ratified by the Board at their next meeting.
- Section 3. **Municipal Financial Contributions:** Financial assessments, subject to normal Municipal appropriation procedures, may be apportioned to Members by a two-thirds vote of the Board for certain programs and services if not funded by grants or existing Municipal budgets. Any Member that does not agree to participate in a service or program provided by the Alliance subject to such an assessment may withdraw from the program or service with 60 days written notice and shall not owe any funds for services not received unless otherwise stated in a purchase order or service contract.

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- Section 3. **Director Term:** The Director's terms of service shall be as determined by the Board in conjunction with the Host Agency. Hiring shall be contingent upon available funding. The Host Agency shall relieve the Director of his/her duties at any time if a majority vote of the Board determines the Director's performance is unsatisfactory. Staff hiring and termination by the Host Agency will be done in consultation with the Board and in accordance with Host Agency personnel policies.
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Section 4. **Service Contracts:** If a Member Municipality wishes to receive public health services through the Alliance that require a financial contribution, it may be done through a purchase order or such other procedures as established by the Host Agency that specifies the services and obligations of all parties.

Section 5. **Fiscal Year:** The fiscal year of the Alliance shall commence July 1st and end on the 30th day of the following June.

Article IX: Records, Forms and Reporting

Section 1. **Records:** The Host Agency on behalf of the Board shall maintain such records and accounts, including property, personnel, and financial records, to assure a proper accounting for all funds. These records shall be made available for annual audit purposes under provisions of Sections 35, 40 and 41 of Chapter 44 of the Massachusetts General Laws.

Section 2. **Reporting:** Records of public health inspections, enforcement, and other work performed by the Host Agency staff must be provided to the Board of Health of the municipality concerned. All staff or contractors providing services shall comply with all reporting requirements of the Massachusetts Department of Public Health and Department of Environmental Protection.

Article X: Amendment of these Rules

Section 1. These Rules and Regulations of Operation may be amended only by a two-thirds vote of the voting Representatives of the Board present at a meeting called for that purpose and at which a quorum is present after thirty days' written notice to all Members.

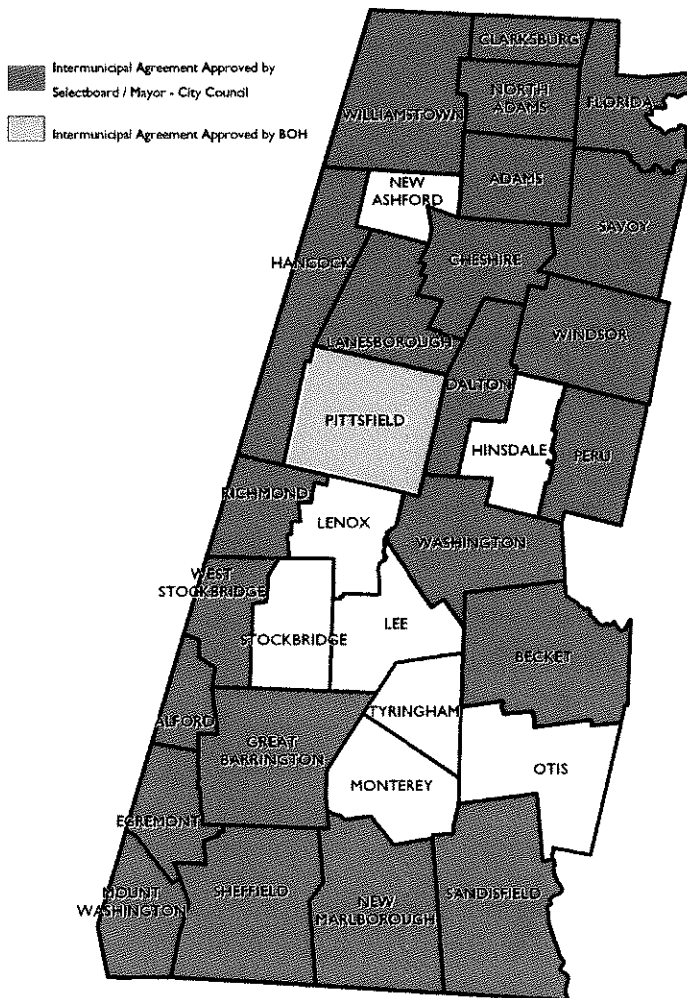


Berkshire Public Health Alliance
1 Fenn Street Suite 201, Pittsfield, Massachusetts 01201

JOINING THE ALLIANCE

The Alliance Rules of Operation allow for municipalities that did not sign the original IMA to still sign that IMA under the same conditions as the original municipalities (approval from the Board of Health and the Board of Selectmen or City Council). The Alliance Governing Board may then vote to extend all the privileges and responsibilities associated with full membership.

Berkshire Public Health Alliance



413-442-1521, x37, Fax: 413-442-1523

<http://www.berkshireplanning.org/major-initiatives/berkshire-public-health-alliance/>



Berkshire Public Health Alliance
1 Fenn Street Suite 201, Pittsfield, Massachusetts 01201

WHAT IS THE BERKSHIRE PUBLIC HEALTH ALLIANCE?

The Berkshire Public Health Alliance (Alliance) was formed in November, 2011 when 21 Berkshire County municipalities signed an Inter-Municipal Agreement (IMA) with each other and with the Berkshire Regional Planning Commission as fiscal host. The IMA allows, but does not require, the municipalities to share public health services. Since 2011, two additional municipalities have joined the Alliance for a total of 23. The Alliance is governed by a Board made up of one voting member and one alternate from each member municipality. The Governing Board meets approximately quarterly. There is no cost to belong to the Alliance, unless the municipality buys services.

WHAT SERVICES DOES THE ALLIANCE OFFER TO MUNICIPALITIES?

Inspectional Services: The Alliance offers Health Agent/Inspectional services of all types, including food inspections, housing inspections/enforcement, Title 5 services, pool inspections, camp inspections and other services as required on either an hourly, as needed basis, in a block of services with a pre-determined number of hours, or on a comprehensive basis (all inspectional services for the municipality). All Alliance inspectors hold current certifications appropriate to the job assigned.

Public Health Nursing Services: The Alliance provides comprehensive public health nursing services currently to nine municipalities, and is also available for back up services, as needed, on an hourly basis for infectious disease investigation and surveillance through the Massachusetts Virtual Epidemiologic Network (MAVEN) system, Directly Observed Therapy (DOT) for Tuberculosis (TB) patients, flu clinics or other public health nursing services.

Technical Support: Alliance member municipalities and staff are generous with their time when new or inexperienced Board of Health members or staff have questions or concerns. The Alliance provides information on best practices, data, education and emerging issues in public health.

WHAT OTHER BENEFITS DOES THE ALLIANCE PROVIDE?

Grants: Berkshire County has become far more competitive for grants with the ability to apply on behalf of 23 member communities. Previously, even the largest municipalities were often not competitive on their own. Since 2011, the Alliance has brought in over \$1,000,000 in grants in areas as diverse as regional services, opioid abuse prevention, public health nursing, immunization, food protection, on-line permitting and healthy aging.

Standardization of Public Health Services: The Alliance has worked to provide municipalities with a recommended fee schedule, standardized office procedures and forms and model well regulations. A current grant from the FDA is allowing the Alliance to provide extensive food protection training to health agents in the Alliance, as well as paying for up to three years of Board of Health on-line permitting software to allow for standardization of forms and procedures.

413-442-1521, x37, Fax: 413-442-1523

<http://www.berkshireplanning.org/major-initiatives/berkshire-public-health-alliance/>



City of Pittsfield

March 14, 2017

To the City Council of the City of Pittsfield: —

The Committee on PUBLIC WORKS AND UTILITIES

to whom was referred the communication from Mayor Tyer submitting planned street repair projects for 2017.

having considered the same, report and recommend that the report be accepted and placed on file.

Respectfully submitted,

Christopher Connell sac

Chairman



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

Linda M. Tyer
Mayor

February 9, 2017

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

Dear Councilors:

Please accept this communication from David Turocy, Commissioner of Public Services outlining the planned street repairs for the 2017 construction season. Please refer this communication to the Public Works Committee for review.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB



CITY OF PITTSFIELD

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

To: City Council

From: David F. Turocy, Commissioner of Public Services

Date: February 7, 2017

Subject: 2017 Roads Program

A handwritten signature in black ink, appearing to read "D. Turocy", is written over the "From:" line.

Attached are the planned street repair projects for the 2017 construction season. This work is a continued outgrowth of our Pavement Management program and incorporates both City Street Improvement Funds, as well as State Chapter 90 Funds. Included are:

- CY 2017 Roads Program. We intend to repair 10.21 miles of roadway, utilizing a variety of pavement management techniques, similar to the mix we did last year. The work is spread out over all 7 wards in the city, and includes 2 City properties, the roadway into Burbank Park, and Utility Drive to the Waste Water Treatment Plant. The latter will be paid for by Public Utilities enterprise funds.

- CY 2018 – 2020 Roads Program. These 3-year projections are intended to capture the majority of the work proposed for those years. The budgets are not fully encumbered, such that we can make additions and other alterations as necessary. Of particular note are those streets that are shaded, which is indicative of scheduled Berkshire Gas excavation work in the prior year. We have been working closely with them to identify priority projects and coordinate their gas line improvement program with our paving schedule.

Two traffic related projects being proposed include:

- North Street (northbound) approaching Wahconah Street/BMC - to eliminate the left lane closure after Orchard Street and continue two lanes northbound to the Berkshire Medical Center, where the left lane is a turn lane.

- North Street (southbound) approaching Wahconah Street – to remove/reset curbing to create a right turn lane onto Wahconah Street in order to relieve some of the traffic back up on North Street.

CY 17 Roads Program

WARD	ROAD	LENGTH	COST ESTIMATE	OPERATION	\$/LF
1&7	Lenox Ave	1,758	\$ 191,974	reclaim & micropave	\$ 84.00
	Cromwell	1,817	\$ 45,425	shim & chipseal	\$ 25.00
	Worthen	1,000	\$ 25,000	shim & chipseal	\$ 25.00
	Bossidy	1,770	\$ 44,250	shim & chipseal	\$ 25.00
	Crestview	540	\$ 13,500	shim & chipseal	\$ 25.00
	Hurley	670	\$ 16,750	shim & chipseal	\$ 25.00
			<u>7,555</u>	<u>\$ 336,899</u>	
2	Allen (inc. City Hall)	601	\$ 44,714	mill & pave	\$ 62.00
	Federal	418	\$ 31,099	mill & pave	\$ 62.00
	School	234	\$ 14,508	mill & pave	\$ 62.00
	Plastics Ave (accepted)	1,000	\$ 74,400	mill & pave	\$ 62.00
	Ridgeway	2,218	\$ 55,450	shim & chipseal	\$ 25.00
			<u>2,253</u>	<u>\$ 164,722</u>	
3	Edward	1,630	\$ 101,060	mill & pave	\$ 62.00
	Cambridge	1,378	\$ 85,436	mill & pave	\$ 62.00
	Marian	1,376	\$ 34,400	shim & chipseal	\$ 25.00
	Foote	1,380	\$ 34,500	shim & chipseal	\$ 25.00
	Strong	2,020	\$ 50,500	shim & chipseal	\$ 25.00
	Marlboro	1,180	\$ 29,500	shim & chipseal	\$ 25.00
			<u>8,964</u>	<u>\$ 335,396</u>	
4	Appleton (East to Dawes)	3,000	\$ 223,200	mill & pave	\$ 62.00
	Nancy Ave	1,643	\$ 41,075	shim & chipseal	\$ 25.00
	Broad	1,120	\$ 28,000	shim & chipseal	\$ 25.00
	Bartlett (Broad to Colt)	700	\$ 17,500	shim & chipseal	\$ 25.00
			<u>6,463</u>	<u>\$ 309,775</u>	
5	Oswald	1,097	\$ 68,014	mill & pave	\$ 62.00
	Chapel	2,890	\$ 72,250	shim & chipseal	\$ 25.00
	Taconic	1,100	\$ 27,500	shim & chipseal	\$ 25.00
			<u>5,087</u>	<u>\$ 167,764</u>	
6	Fort Hill Ave	5,250	\$ 325,500	mill & pave	\$ 62.00
	Hungerford (FortHill west to Rt20)	1,500	\$ 93,000	mill & pave	\$ 62.00
			<u>6,750</u>	<u>\$ 418,500</u>	
7	Lenox	3,332	\$ 363,854	reclaim & micropave	\$ 84.00
	Robert	1,361	\$ 84,382	mill & pave	\$ 62.00
	Wilson	1,534	\$ 95,108	mill & pave	\$ 62.00
	Watson	1,761	\$ 109,182	mill & pave	\$ 62.00
	Calumet (Watson to Linn)	750	\$ 46,500	mill & pave	\$ 62.00
	McArthur	1,588	\$ 39,700	shim & chipseal	\$ 25.00
			<u>10,326</u>	<u>\$ 738,726</u>	
City	Utility Drive	1,300	N/A	overlay	DPU
	Lakeway (Burbank Park)	3,000	\$ 75,000	shim & chipseal	\$ 25.00
			<u>4,300</u>	<u>\$ 75,000</u>	
		53,916 feet	\$ 2,602,232		
		10.21 miles			

CY 18 Roads Program

WARD	ROAD	LENGTH		COST ESTIMATE	OPERATION	\$/LF	%x
1&7	Wahconah (Park to Seymour)	300	\$	18,600	mill & pave	\$ 62.00	1
1	Kittredge	2,252	\$	36,032	chipseal	\$ 16.00	1
	Asci	1,409	\$	22,544	chipseal	\$ 16.00	1
	Howe	1,455	\$	23,280	chipseal	\$ 16.00	1
	Michael	1,221	\$	19,536	chipseal	\$ 16.00	1
	Rose Terrace	1,080	\$	17,280	chipseal	\$ 16.00	1
	Lawrence	250	\$	4,000	chipseal	\$ 16.00	1
2	Dalton (Benedict to Plastics -ea	4,200	\$	260,400	mill & pave	\$ 62.00	1
	Hubbard	4,000	\$	248,000	mill & pave	\$ 62.00	1
	Maplewood	1,150	\$	71,300	mill & pave	\$ 62.00	1
3	Silver Lake Road	2,357	\$	146,134	mill & pave	\$ 62.00	1
	Maple Grove	2,149	\$	53,725	shim & chipseal	\$ 25.00	1
4	East New Lenox	12,280	\$	196,480	chipseal	\$ 16.00	1
	Anita	1,971	\$	31,536	chipseal	\$ 16.00	1
	Luisa	1,890	\$	30,240	chipseal	\$ 16.00	1
	Quirico	1,809	\$	28,944	chipseal	\$ 16.00	1
	Joseph	1,902	\$	30,432	chipseal	\$ 16.00	1
	Eric	1,110	\$	17,760	chipseal	\$ 16.00	1
	Maria	810	\$	12,960	chipseal	\$ 16.00	1
5	Merriam/South Merriam	2,440	\$	151,280	mill & pave	\$ 62.00	1
	Henry	1,380	\$	85,560	mill & pave	\$ 62.00	1
6	West (Center to Francis)	2,000	\$	248,000	mill & pave	\$ 62.00	2
	Columbus Ave	3,620	\$	224,440	mill & pave	\$ 62.00	1
6&7	Seymour	2,055	\$	127,410	mill & pave	\$ 62.00	1
7	Lakeway (Pecks to Burbank Pa	2,500	\$	62,500	shim & chipseal	\$ 25.00	1
	Pecks Road (outer)	5,500	\$	137,500	shim & chipseal	\$ 25.00	1
	Mohawk	950	\$	23,750	shim & chipseal	\$ 25.00	1
	Memorial	1,400	\$	35,000	shim & chipseal	\$ 25.00	1
		65,440 feet	\$	2,364,623			
		12.39 miles					

CY 19 Roads Program

WARD	ROAD	LENGTH		COST ESTIMATE	OPERATION	\$/LF	%x
1	Partridge	6,950	\$	173,750	shim & chipseal	\$ 25.00	1
	Oak Hill	2,760	\$	69,000	shim & chipseal	\$ 25.00	1
	Stoddard	2,004	\$	50,100	shim & chipseal	\$ 25.00	1
2	Tyler (lower)	3,500	\$	382,200	reclaim	\$ 84.00	1.3
3	Parkside	1,930	\$	48,250	shim & chipseal	\$ 25.00	1
4	Appleton (Dawes to Williams)	1,500	\$	93,000	mill & pave	\$ 62.00	1
	Juliana	1,845	\$	46,125	shim & chipseal	\$ 25.00	1
	Andrea	280	\$	7,000	shim & chipseal	\$ 25.00	1
	Filomena	1,450	\$	36,250	shim & chipseal	\$ 25.00	1
5	Tamarack (South Mt to end)	6,000	\$	150,000	shim & chipseal	\$ 25.00	1
6&7	Onota	8,257	\$	511,934	mill & pave	\$ 62.00	1
	Churchill	12,400	\$	198,400	chipseal	\$ 16.00	1
7	Pecks Road (Onota to DanC)	7,200	\$	446,400	mill & pave	\$ 62.00	1
		56,076 feet	\$	2,212,409			
		10.62 miles					

CY 20 Roads Program

WARD	ROAD	LENGTH	COST ESTIMATE	OPERATION	\$/LF	%X
1	Springside	5,156	\$ 319,672	mill & pave	\$ 62.00	1
2	Lincoln	2,003	\$ 124,186	mill & pave	\$ 62.00	1
	Kellogg	1,409	\$ 87,358	mill & pave	\$ 62.00	1
3	Livingston	1,650	\$ 41,250	shim & chipseal	\$ 25.00	1
	Stratford	1,671	\$ 41,775	shim & chipseal	\$ 25.00	1
	Malcom	1,714	\$ 42,850	shim & chipseal	\$ 25.00	1
3&4	Dawes	3,770	\$ 233,740	mill & pave	\$ 62.00	1
4	Crofut	1,650	\$ 102,300	mill & pave	\$ 62.00	1
5						
6						
6&7	Francis	2,200	\$ 136,400	mill & pave	\$ 62.00	1
	Cascade	9,532	\$ 152,512	chipseal	\$ 16.00	1
7						
		30,755 feet	\$ 1,282,043			
		5.82 miles				







City of Pittsfield

March 23, 2017

To the City Council of the City of Pittsfield: —

The Committee ~~is~~ OF THE WHOLE

to whom was referred ~~the~~ a communication from Mayor Tyer submitting an Order authorizing the City Treasurer to borrow \$4,900,000 to pay the costs of final design of the wastewater treatment plant nutrient removal upgrades.

having considered the same, report and recommend that it be approved.

10-0

Respectfully submitted,

Peter Marchetti
iae

Chairman



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor


February 23, 2017

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

Dear Councilors,

Submitted herewith for your information is an Order authorizing the City Treasurer with the approval of the Mayor to borrow, under the provisions of Chapter 44 of the General Laws, or any other enabling authority, \$4,900,000.00 to pay the costs of the final design of the Wastewater Treatment Plant Nutrient Removal Upgrade, and for the payment of all costs incidental and related thereto. Please refer this item to the Committee of the Whole for the purpose of a presentation from the project engineer, Kleinfelder.

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

No. _____

IN CITY COUNCIL

AN ORDER

AN ORDER AUTHORIZING THE CITY TREASURER WITH THE APPROVAL OF THE MAYOR TO BORROW, UNDER THE PROVISIONS OF CHAPTER 44 OF THE GENERAL LAWS, OR ANY OTHER ENABLING AUTHORITY, \$4,900,000 TO PAY THE COSTS OF FINAL DESIGN OF THE WASTEWATER TREATMENT PLANT NUTRIENT REMOVAL UPGRADE , AND FOR THE PAYMENT OF ALL COSTS INCIDENTAL AND RELATED THERETO

Ordered:

That the sum of Four Million Nine Hundred Thousand Dollars (\$4,900,000) be and hereby is appropriated to pay costs of the final design of the Wastewater Treatment Plant Nutrient Removal Upgrade, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow this amount under and pursuant to Chapter 44, Sections 8(14) and 20 of the General Laws, or pursuant to any other enabling authority, and to issue bonds and notes of the City therefor. The amount authorized to be borrowed pursuant to this order shall be reduced to the extent of any grants received on account of this project by City.

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



CITY OF PITTSFIELD

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

February 22, 2017

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Submitted herewith is a request for an appropriation in the amount of \$4,900,000.00 to an account in the Department of Public Utilities/Wastewater Division. These funds will come from upcoming borrowing to be paid through the Sewer Enterprise Fund (Fund 61).

Capital Improvements (61203-58900) \$4,900,000.00

The purpose of this appropriation is to supplement the funding for the final design of the WWTP Nutrient Removal Upgrade. This project is required in order to meet the EPA Administrative Consent Order (ACO) of 9/30/15 for effluent discharge. With this appropriation, the total funding for this design effort will be \$5,900,000, which will complete the final design. See the attached project update.

I appreciate your consideration on this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Turocy", is written over a faint, larger version of the same signature.

David F. Turocy
Acting Commissioner

cc: Treasurer
City Accountant

**CITY OF PITTSFIELD, MA
DEPARTMENT OF PUBLIC UTILITIES
WASTEWATER TREATMENT PLANT
TERTIARY TREATMENT UPGRADE**

PROJECT DESCRIPTION:

The City of Pittsfield's Wastewater Treatment Plant (WWTP) requires a significant Tertiary Treatment Upgrade (Upgrade) to achieve compliance with their National Pollution Discharge Elimination System (NPDES) permit, issued by the United States Environmental Protection Agency (EPA). It is further required that the Upgrade is completed in accordance with the schedule set forth in an Administrative Order (CWA-01-15-014) also issued by the EPA.

CURRENT STATUS:

The City awarded the design contract for the WWTP Upgrade to Kleinfelder in December 2015 based on a competitive designer selection process. Kleinfelder has completed both a Schematic and Conceptual Design of the proposed WWTP Upgrade, as documented in the following:

- "Schematic Design and Vendor Recommendation for new Ballasted Flocculation Phosphorus Removal System at the Pittsfield WWTP", dated June 16, 2016
- "Conceptual Design Report for Pittsfield WWTP Nutrient Removal Upgrade" dated September 30, 2016

The WWTP Upgrade consists of the following major components:

1. **New Ballasted Flocculation Phosphorus and Aluminum Removal System (Tertiary Treatment)** - required to meet WWTP's NPDES permit for phosphorus and aluminum limits in the treated wastewater effluent.
2. **Secondary Clarifier Upgrade** - required for the performance of the new Ballasted Flocculation Phosphorus and Aluminum Removal System (Item 1 above). The performance of the new Ballasted Flocculation Phosphorus and Aluminum Removal System relies directly on the quality of Secondary Clarifier effluent. The existing Secondary Clarifiers have deficiencies due to their age and condition and require upgrading.
3. **Nitrogen Removal Upgrade** – required to meet the WWTP's NPDES permit for optimization of nitrogen removal from the treated wastewater effluent. Note this upgrade is an initial phase for nitrogen removal and is expandable, should additional phases be required by the EPA. This upgrade also improves sludge characteristics and consequently improves the performance of the Secondary Clarifiers (Item 2 above) and the new Tertiary Treatment system (Item 1 above).
4. **Sludge Dewatering Upgrade** – required due to the age and condition of the existing equipment, and the need to process additional sludge generated from the new Ballasted Flocculation Phosphorus and Aluminum Removal System (Item 1 above) and from the Nitrogen Removal Upgrade (Item 3 above).

ESTIMATED PROJECT COST:

Estimated Costs for the WWTP Upgrade are summarized below:

Item	Estimated Cost
WWTP Upgrade Final Design and Permitting Services ¹	\$5,857,000
WWTP Upgrade Bidding and Construction Oversight ²	\$6,000,000
WWTP Upgrade Construction ³	
1. Tertiary Treatment	\$33,869,000
2. Sludge Dewatering Upgrade	\$20,910,000
3. Nitrogen Removal Upgrade	\$5,530,000
4. Secondary Clarifier Upgrade	\$3,902,000
Subtotal Construction Cost	\$64,211,000
Total WWTP Upgrade Estimated Cost	\$76,068,000

Notes:

1. Final Design and Permitting cost estimate from Kleinfelder engineering proposal dated October 4, 2016.
2. Bidding and Construction Oversight cost estimate based on 3 year bidding and construction period.
3. Construction cost estimate from "Preliminary Design Report for Pittsfield WWTP Nutrient Removal Upgrade" dated January 2017.

IMPLEMENTATION SCHEDULE:

The City is required to complete the WWTP Upgrade in accordance with the schedule set forth in the Administrative Order (CWA-01-15-014) issued by the EPA, as follows:

EPA Administrative Order Deadline	Requirement
August 1, 2017	Submit plans and specifications (Final Design) for the WWTP Upgrade to the Massachusetts Department of Environmental Protection (DEP)
August 1, 2018	Start construction of the WWTP Upgrade
February 1, 2021	Complete construction of the WWTP Upgrade
August 1, 2021	Attain full compliance with all effluent limits in the NPDES Permit

NEXT STEPS:

Obtain funding in the amount of \$5,857,000 and proceed with the Final Design and Permitting of the WWTP Upgrade. In accordance with the Administrative Order issued by the EPA, the City is required to complete the Final Design of the WWTP Upgrade by August 1, 2017.

Upon completion of Final Design, final estimates of construction cost will be prepared for use in obtaining funding for Construction of the WWTP Upgrade. In accordance with the Administrative Order, the City is required to start Construction of the WWTP Upgrade by August 1, 2018.

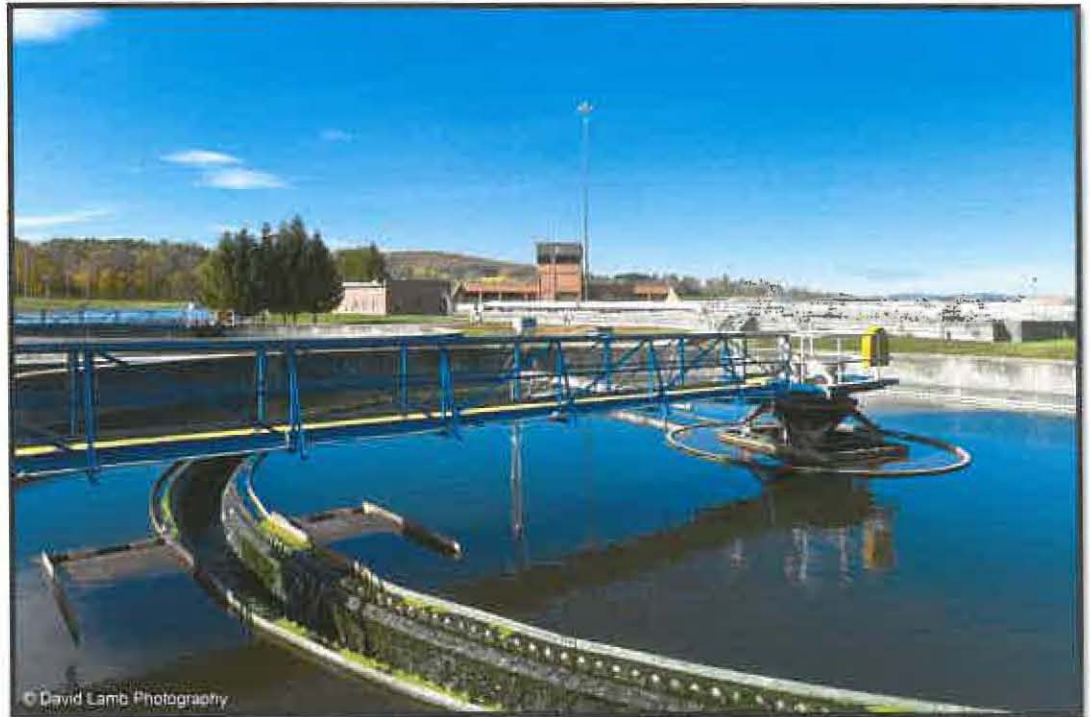
Wastewater Treatment Plant Upgrade

City of Pittsfield, Massachusetts



Presentation Outline

- I. Background
- II. WWTP Upgrade
- III. Next Steps
- IV. Summary



I. Background

National Pollution Discharge Elimination System (NPDES) Permit

- EPA issued Permit to City - 8/29/2008
- Permit included New Effluent Limits / Requirements for Phosphorus (P), Aluminum (Al) and Nitrogen (N)
- City appealed Permit - 9/29/2008
- Environmental Appeals Board (EAB) denied City's appeal - 3/4/2009
- First Circuit Court of Appeals upheld EAB decision - 7/16/2010
- WWTPs in Massachusetts and New England have since received similar NPDES Permit Limits



I. Background (cont'd)

EPA Administrative Consent Order (ACO)



- EPA issued ACO to City 9/30/15
- ACO includes strict schedule for compliance with NPDES Permit:
 - 12/31/2015 – Select Design Engineer – **COMPLETED**
 - 8/1/2017 – Complete Final Design – **IN PROGRESS**
 - 8/1/2018 – Start Construction
 - 2/1/2021 – Complete Construction
 - 8/1/2021 – Achieve Full Compliance with NPDES Permit

II. WWTP Upgrade

WWTP Upgrade Requirements

- Must meet NPDES Permit Limits / Requirements for:
 - Phosphorus (P)
 - Aluminum (Al)
 - Nitrogen (N)
- Must be designed, constructed and operational within EPA compliance schedule



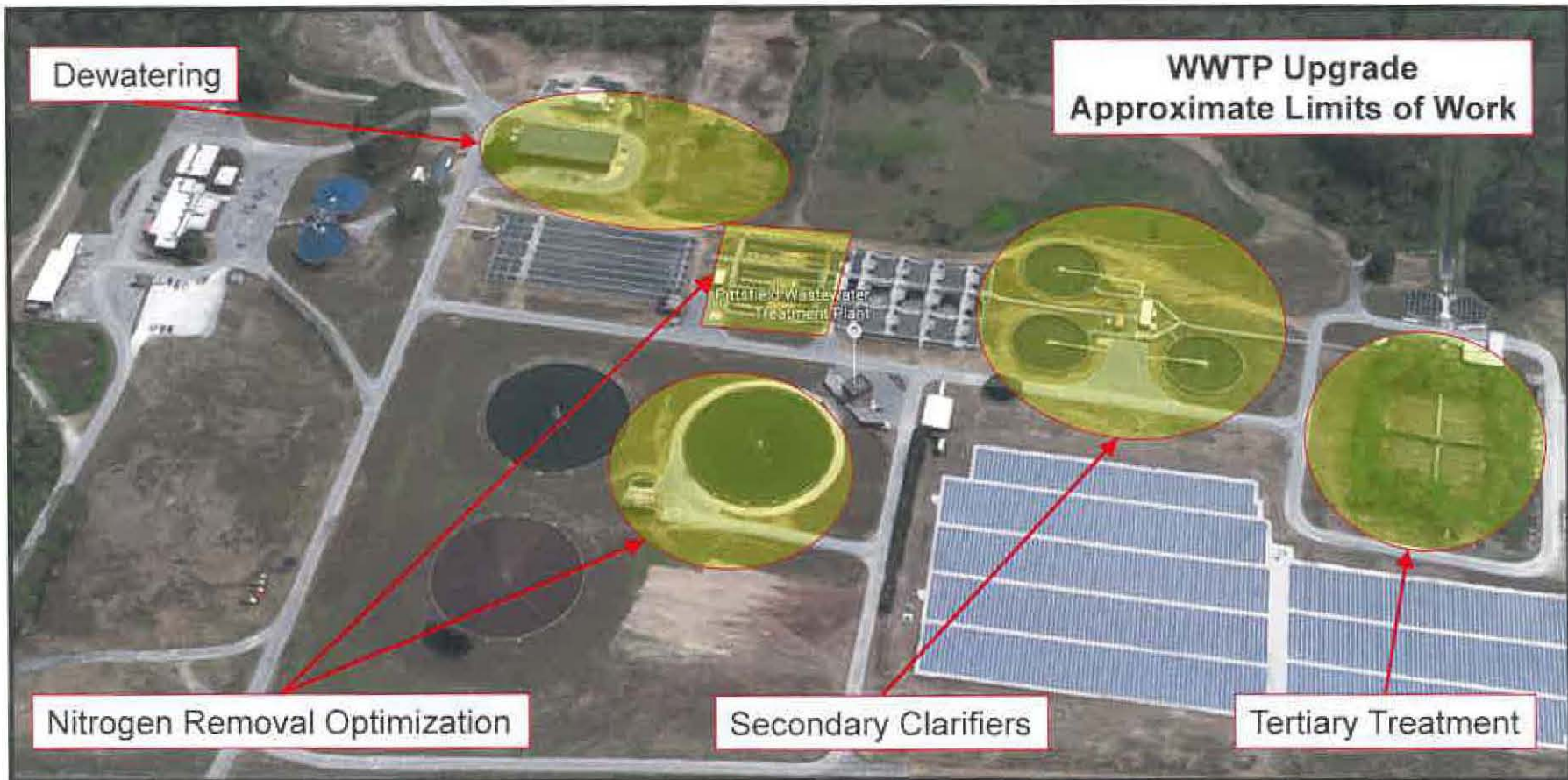
II. WWTP Upgrade (cont'd)

Work completed to date:

- Technology Screening
- Pilot Testing
- Conceptual Design
- Tertiary Treatment Equipment Proposals – Binding Price Proposal
- Final Design Advanced to 30% with Peer Review



II. WWTP Upgrade (cont'd)



II. WWTP Upgrade (cont'd)

Cost Savings incorporated into Design

Item	Category of Savings	Estimated Savings
Re-use of Secondary Clarifier Tankage	Construction Savings	\$15,000,000
Re-use of Trickling Filters for Peak Flow Storage	Construction Savings	\$6,000,000
Re-use of Humus Tanks	Construction Savings	\$5,000,000
Re-use of Dewatering Building	Construction Savings	\$5,000,000
Abandon Trickling Filters (avoid rehabilitation cost)	Construction Savings	\$1,500,000
Abandon Trickling Filters (eliminate pumping)	Energy Savings ¹	\$1,000,000
Tertiary Treatment Technology	Energy Savings ¹	\$1,000,000
Use of Air Mixing v. Mechanical Mixing	Energy Savings ¹	\$900,000
	Estimated Savings	\$35,400,000

Note:

1. Energy savings based on 20 year operational period.

II. WWTP Upgrade (cont'd)

Estimated Cost

Item	Estimated Cost
WWTP Upgrade Final Design and Permitting Services	\$5,857,000
WWTP Upgrade Bidding and Construction Oversight	\$6,000,000
WWTP Upgrade Construction	
<i>Tertiary Treatment</i>	\$34,000,000
<i>Sludge Dewatering</i>	\$21,000,000
<i>Nitrogen Removal Optimization</i>	\$5,000,000
<i>Secondary Clarifier</i>	\$4,000,000
Subtotal Construction Cost	\$64,000,000
Total WWTP Upgrade Estimated Capital Cost	\$75,857,000
Rounded	\$76,000,000

II. WWTP Upgrade (cont'd)

Location	WWTP Size (MGD)	Capital Cost (\$)	Capital Cost per GPD (\$ / GPD)
Syracuse, NY	126.0	\$400,000,000	\$3.17
Billerica, MA	3.3	\$11,000,000	\$3.33
Pittsfield, MA	17.0	\$76,000,000	\$4.47
Upper Blackstone (Worcester, MA)	45.0	\$250,000,000	\$5.56
Hudson, MA	2.7	\$15,000,000	\$5.66
Manchester, CT	8.2	\$49,600,000	\$6.05
Danbury, CT	15.5	\$97,000,000	\$6.26
Marlborough, MA	4.2	\$27,500,000	\$6.63
Westborough, MA	7.7	\$54,000,000	\$7.03
Torrington, CT	7.0	\$52,000,000	\$7.43
Southington, CT	7.4	\$57,100,000	\$7.72
Maynard, MA	1.5	\$12,000,000	\$8.28
Cheshire, CT	4.0	\$33,300,000	\$8.33
Taunton, MA	8.4	\$75,000,000	\$8.93
Farmington, CT	5.7	\$57,000,000	\$10.09
Middleborough, MA	2.2	\$25,000,000	\$11.57
Sturbridge, MA	1.3	\$17,000,000	\$13.08
Uxbridge, MA	2.5	\$44,400,000	\$17.76
Grafton, MA	2.4	\$49,000,000	\$20.42
Average Capital Cost (\$ / GPD)			\$8.51

GPD = Gallons per Day MGD = Million Gallons per Day

II. WWTP Upgrade (cont'd)

Capital Cost Metrics

Capital Cost Metric WWTP Nutrient Removal Upgrade	Capital Cost (\$ / GPD)
National Average ¹ (P=0.1 mg/)	\$6.71
Regional Average ² (P <= 0.2 mg/l)	\$8.51
Pittsfield WWTP Upgrade Capital Cost	\$4.47

Source:

1. "A Compilation of Cost Data Associated with the Impacts and Control of Nutrient Pollution"; EPA; May 2015
2. Regional Average based on costs for the following WWTPs: Sturbridge, MA; Maynard, MA; Middleborough, MA; Grafton, MA; Uxbridge, MA; Hudson, MA; Marlborough, MA; Billerica, MA; Cheshire, CT; Torrington, CT; Farmington, CT; Southington, CT; Westborough, MA; Manchester, CT; Taunton, MA; Danbury, CT; Pittsfield, MA; Upper Blackstone (Worcester, MA); Syracuse, NY

II. WWTP Upgrade (cont'd)

Summarized Schedule

Date / ACO Deadline	Milestone / ACO Requirement
August 1, 2017	Complete Final Design and submit plans and specifications to EPA/DEP
December 2017	Complete Construction Documents for Bidding
January 2018	Start Contractor Prequalification
March 2018	Start Bidding
July 2018	Award Construction Contract
August 1, 2018	Start construction of the WWTP Upgrade
February 1, 2021	Complete construction of the WWTP Upgrade
August 1, 2021	Attain full compliance with all effluent limits in the NPDES Permit

III. Next Steps

- Funding to complete Final Design
- 8/1/17 - Complete Final Design and Submit to EPA and DEP
- Fall 2017 - Funding for Bidding and Construction

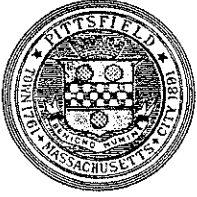


IV. Summary

- WWTP Upgrade required by EPA
- Design and Construction of WWTP Upgrade must be completed per EPA's ACO Deadlines
- Capital Cost of WWTP Upgrade less than local and national averages

Questions?





City of Pittsfield

March 23, 2017

To the City Council of the City of Pittsfield: —

The Committee on FINANCE

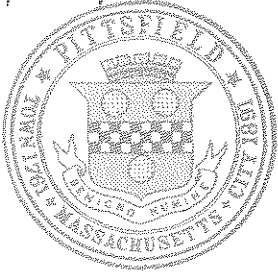
to whom was referred ~~the~~ a communication from Mayor Tyer submitting an Order appropriating \$169,000 from Water Enterprise Fund/Certified Retained Earnings to an account in the Department of Public Utilities/Water Division.

having considered the same, report and recommend that it be approved. 5-0

Respectfully submitted,

Peter Marchetti
Chairman

Chairman



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

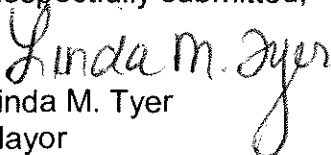
February 23, 2017

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

Dear Councilors,

Submitted herewith for your consideration is an Order requesting the appropriation from the Water Enterprise Fund/Certified Retained Earnings (Fund 60) in the amount of \$169,000.00 to an account in the Department of Public Utilities/Water Division for the Fire Hydrant Replacement Project.

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. _____

Appropriating \$169,000.00 to an account in the Department of Public Utilities/Water Division.

Ordered:

That the sum of \$169,000.00 be, and hereby is, appropriated to an account in the Department of Public Utilities/Water Division.

TO: Account No. 60201-58900 Capital Improvements \$169,000.00

Ordered Further:

That to meet the foregoing appropriation, the sum of \$169,000.00 be, hereby is, appropriated to said account from the Water Enterprise Fund (Fund 60) – Certified Retained Earnings.



CITY OF PITTSFIELD

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

February 22, 2017

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Submitted herewith is a request for an appropriation from the Water Enterprise Fund/Certified Retained Earnings (Fund 60) in the amount of \$169,000 to an account in the Department of Public Utilities/Water Division.

Capital Improvements (60201-58900) \$169,000.00

The purpose of the appropriation is to fund the following:

Fire Hydrant Replacement Project – In an effort to be prepared for the coming construction season, \$106,000 will be used to purchase about 40 fire hydrants, and \$63,000 will be used to purchase a mini-excavator. The mini-excavator has proven to be safer, versatile, and efficient for street excavations. This project will be completed by city staff.

I appreciate your consideration on this request.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Turocy". The signature is fluid and cursive, with a large initial "D" and "T".

David F. Turocy
Acting Commissioner

cc: Treasurer
City Accountant

Massachusetts Department of Revenue Division of Local Services

Michael J. Heffernan, Commissioner

Sean R. Cronin, Senior Deputy Commissioner of Local Services

11/14/2016

NOTIFICATION OF FREE CASH APPROVAL – City of Pittsfield

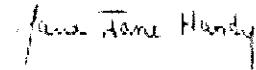
Based upon the un-audited balance sheet submitted, I hereby certify that the amount of available funds or "free cash" as of July 1, 2016 for the City of Pittsfield is:

General Fund		\$3,525,539.00
Enterprise Fund	Water Enterprise	\$669,268.00
Enterprise Fund	Sewer Enterprise	\$1,253,793.00

This certification is in accordance with the provisions of G. L. Chapter 59, §23, as amended.

Certification letters will be emailed to the mayor/manager, board of selectmen, prudential committee, finance director and treasurer immediately upon approval, provided an email address is reported in DLS' Local Officials Directory. Please forward to other officials as you deem appropriate.

Sincerely,



Mary Jane Handy
Director of Accounts
Massachusetts Department of Revenue

Attestation of Funds:



City Accountant

Project Number: (For office use only)	Click here to enter text.
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**CAPITAL REQUEST FORM
CITY OF PITTSFIELD**

Department:	DPU	Priority Level: (Rank Level 1-5, with 1 = Highest Priority)	2
Contact person:	Bruce Collingwood		
Phone:	499-9330	Email:	bcollingwood@pittsfieldch.com
Proposed project name:	Mini Excavator		
Project location:	Water Enterprise Equipment		
Project description:	Mini excavator by design is safer for work in streets. Water rented a mini excavator for various jobs especially hydrant installations. It has proven to be safer, versatile, and efficient.		
Why project is needed/ consequence for not completing :	Water Department will continue to rent a mini excavator. We spent \$10,539 during the last construction to rent a mini excavator for hydrant installations. Water Enterprise Retained Earnings will be used to fund this purchase.		
Combine with other projects? Which?	Hydrant replacements		
Date Asset was Built or Purchased	NA		
Useful Life (in years)	15		

Financial Implications

Total project cost:	63,000								
When needed (identify amount needed each year of Five Year Capital Plan):									
FY18	63,000	FY19	Click here to enter text.	FY20	Click here to enter text.	FFY21	Click here to enter text.	FY22	Click here to enter text.
Potential grant funds or other resources that could help offset project costs (list in box to right):					Click here to enter text.				
Projected impact on operating costs [Show increases as positive (+) and savings as negative (-)]									
FY18	Click here to enter text.	FY19	Click here to enter text.	FY20	Click here to enter text.	FY21	Click here to enter text.	FY22	Click here to enter text.

Other Comments:

Click here to enter text.

Requested by:	Bruce Collingwood	Date:	2/3/2017
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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.

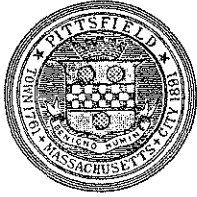
Respectfully submitted,

A handwritten signature in cursive script, reading "Melissa Mazzeo".

Melissa Mazzeo
Councilor at Large

A handwritten signature in cursive script, reading "Christopher J. Connell".

Christopher J. Connell
Ward 4 Councilor



City of Pittsfield

March 7 20 17

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Requests a waiver of all building permit fees for 94 Clarendon Street, Pittsfield, MA 01201. Pittsfield's consolidated plan has highlighted the need for more affordable housing for low and moderate income families; this property will provide one unit 4 bedroom unit of affordable homeownership to a low income family in Pittsfield.

Multiple impacts:

- **Habitat Homeowners** pay over \$57,000 in real estate taxes to the city each year and increase the stability in economically challenged neighborhoods through homeownership.
- Since 1992, Central Berkshire Habitat for Humanity has worked with low income families to build strength, stability and self-reliance through shelter.

Respectfully submitted,

A handwritten signature in cursive script that reads "Carolyn Valli".

Carolyn Valli

Executive Director

Central Berkshire Habitat for Humanity

314 Columbus Ave

Pittsfield, MA 01201

413-281-5051

cvalli@berkshirehabitat.org



City of Pittsfield

March 6 17

_____ 20 _____

To the City Council of the City of Pittsfield:--

The undersigned respectfully

Requests that a Stop Sign be installed on the north side at the intersection of Curtis Street and Fourth Street.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Kevin J. Morandi".

Kevin J. Morandi

Ward 2 Councilor



City of Pittsfield

March 6 17

_____ 20 _____

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Requests that the southwest side of Orchard Street from North Street to First Street become a No Parking Zone.

Respectfully submitted

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

Kevin J. Morandi

Ward 2 Councilor



City of Pittsfield

March 20, 2017

To the City Council of the City of Pittsfield:-

The undersigned respectfully

requests that the "One-Hour" parking zone on the east side of Brown Street between Curtis Street and Tyler Street be rescinded and that the "No Parking" zone be restored on the east side of Brown Street between Curtis Street and Tyler Street.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kevin J. Morandi", is written over a horizontal line.

Kevin J. Morandi
Ward 2 City Councilor



City of Pittsfield

March 19 20 17

To the City Council of the City of Pittsfield:-

The undersigned respectfully

~~The~~

We and I say we talk and write about "Racism and "Sexism" in the World, and in our Country. It is always some place else and not in our back yard. Our Elected officials, Community Leaders and "The Media "all proclaim their opposition to both "Racism and Sexism" and yet when ,in my opinion, it happens right in our community, we seem to ignore it.

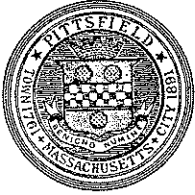
I am speaking of the City of Pittsfield hiring to with Federal Funds, 9 all White, all Men for the Pittsfield Fire Department. Not one word has been said or written about this issue

We all may be traumatized by the events in Washington, but this should be no excuse for to look the other way Locally.

I ask that the City Council go on record as oppose to "Racism and Sexism" and that they request and update from the Mayor's Office, Departments Heads and the School, Department ,on their efforts and plans to diversify their employment hiring.

Respectfully Submitted

James M. Boyle
Former City Councillor
Former Chairperson Pittsfield School Committee



City of Pittsfield

CITY OF PITTSFIELD, MA

2017 MAR 16 AM 11:53

March 16, 2017

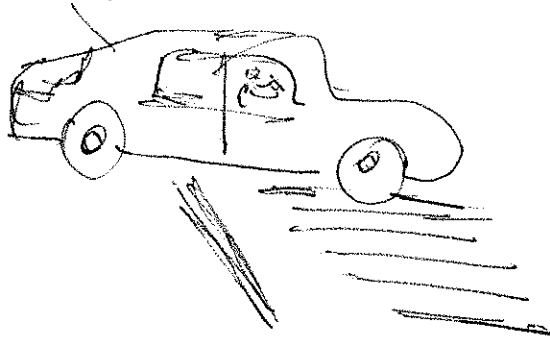
To the City Council of the City of Pittsfield:-

The undersigned respectfully

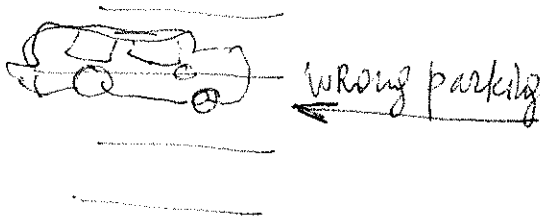
I, Alexander Blumin, requesting Alex Blumin
City of Pittsfield Council to press Police Department
to reinforce traffic rules, such as:

#1 Do not cross double solid yellow line -
happen each & every day - entrance to Dunkin Donuts
slowing traffic & endangering everybody

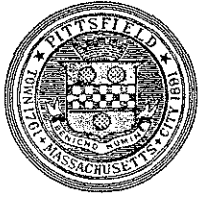
#2 Do not stop your car on zebra-pedestrian crossing
preventing people to cross safely



#3 Do not park between 2 parking spaces - take one only



Alex Blumin 413-212-9872
16 Hamlin St
Pittsfield, MA 01201



City of Pittsfield

CITY OF PITTSFIELD, MA
153 BRATTLE STREET
PITTSFIELD, MA 01201

2017 MAR 16 AM 11:53

March 16, 2017

To the City Council of the City of Pittsfield:-

The undersigned respectfully

I, resident of Pittsfield, MA - Alexander Blumin, Alex Blumin
requesting Ordinances & Rules Committee of City of Pittsfield
to adopt the following Rule (or Ordinance):

"Only Resident of Pittsfield or tax-payer of Pittsfield or
business owner of Pittsfield is allowed to file (to ask)
any Petition and/or City Code/City Charter change."

This Petition is intended against "political activists"
from other cities and other States who keep coming,
asking to change City Code while most of them
have Nothing to do with our city of Pittsfield.

Attorney, Renaldo Del Gallo is Resident of
Lenox, MA is one of them.

Respectfully, Alex Blumin - tax-payer
16 Hamlin St Resident
Pittsfield, MA 01201

Date: March 16, 2017

413-212-9872