



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

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2022 APR 22 AM 10:22

April 26, 2022, at 6:00 p.m.

AMENDED - AGENDA

1. Open microphone

APPOINTMENTS

2. A communication from Mayor Tyer appointing Ryan O'Neil to the Commission on Disabilities
3. A communication from Mayor Tyer appointing Dean Lagrotteria to the Homeless Advisory Committee

COMMUNICATIONS FROM HER HONOR THE MAYOR

4. A communication from Mayor Tyer submitting an Order requesting authorization to submit the Community Development Block Grant Annual Action Plan for the 2022-2023 program year
5. A communication from Mayor Tyer submitting an Order to accept a grant of funds in the amount of \$500,000.00 from the Massachusetts Department of Transportation for the Pecks Road Bridge Replacement project
6. A communication from Mayor Tyer submitting an Order requesting a five year Tax Increment Agreement and \$125,000 from the Pittsfield Economic Development Fund to assist SolaBlock, Inc.
7. A communication from Mayor Tyer submitting an Order to transfer \$179,000 from water enterprise retained earnings to the FY22 DPU Water Operating Budget
8. A communication from Mayor Tyer submitting an Order to transfer \$400,000 from sewer enterprise retained earnings to the FY22 DPU Wastewater Operating Budget

COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND BOARDS

9. A communication from the Pittsfield Board of Health concerning the investigation of health concerns reported by the residents that live near the cell tower at 877 South Street

UNFINISHED BUSINESS

10. A communication from Attorney Pagnotta on a petition requesting a legal opinion as to all the steps necessary to create a new position (*tabled February 8, 2022*)
11. A communication from Mayor Tyer notifying the Council of the appointing of Nicholas Bryant, Shaun Courtney, and Simon Wineberg as Police Officers with the Pittsfield Police Department (*tabled April 12, 2022*)

MATTERS TENTATIVELY REFERRED BY THE PRESIDENT UNDER RULE 27

Referred to the Commissioner of Public Works

12. A petition from Councilor Maffuccio requesting a plan for the retaining wall around the causeway fishing area
13. A petition from Councilor Maffuccio requesting View Street be placed on the in house paving list for resurfacing
14. A petition from Daniel Miraglia and Councilor Kalinowsky requesting to close Dan Casey Memorial Drive

Referred to the School Committee

15. A petition from James Munn, President of the Supervisory & Professional Employee Association, requesting a reciprocal agreement between the School Department and the City of Pittsfield for employee transfers

Referred to the Ordinances and Rules Committee

16. A petition from Rinaldo DelGallo requesting to equip Pittsfield Police Officers with body cameras
17. A petition from LeMarr Talley requesting an act establishing body cameras for all law enforcement within Berkshire County

Referred to Department of Community Development and Director Cambi

18. A petition from LeMarr Talley requesting an act establishing mandatory regulations as to housing by real estate agencies

Referred to the Public Works Committee

19. A petition from Councilor Warren and Kalinowsky requesting Walden Lane and Alcott Lane be added to the sidewalk list
20. A petition from Councilor Warren and Kalinowsky requesting Bossidy Drive, Crestview Drive and Hurley Drive be added to the sidewalk list
21. A petition from Councilor Warren requesting Montgomery Avenue and Montgomery Avenue Ext. be added to the in house repair list
22. A petition from Councilor Warren requesting Oak Hill Road and Partridge Road be added to the in-house repair list

Referred to Director Kerwood

23. A petition from Councilor Kronick requesting budget and revenue reports for 2020, 2021 and 2022



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

April 20, 2022

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

Dear Councilors,

It is my sincere privilege to submit herewith for your consideration the appointment of Ryan O'Neil, of 64 Euclid Avenue, Pittsfield, MA 01201 to the Commission on Disabilities for a term expiring November 10, 2023.

Respectfully submitted,

Linda M. Tyer
Linda M. Tyer, Mayor

April 8, 2022

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

Dear Mayor Tyer;

It is my honor to recommend Ryan O'Neil to be appointed to the Pittsfield Disability Commission. For the past 2 years Ryan has been attending our Commission meetings as a guest and has offered suggestions, provided insight and ideas from the perspective of a young adult with a disabilities. He is motivated and interested in being a positive role model for the community and will be an excellent addition to our Commission.

I have attached his resume for you to review.

Sincerely,

Catherine Carchedi
Pittsfield Disability Commission Chair



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Linda M. Tyer
Mayor

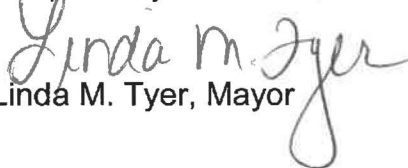
April 20, 2022

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

Dear Councilors,

It is my sincere privilege to submit herewith for your consideration the appointment of Dean Lagrotteria, of 410 Long Bow Lane East, Becket, MA 01223 to the Homeless Advisory Committee for a term expiring December 8, 2025.

Respectfully submitted,


Linda M. Tyer, Mayor

***Dean Lagrotteria 410 Long Bow Lane East, Becket, MA 01223
413-588-2465***

Education: **B.A.** *Communications*, University of Massachusetts
 Cum Laude Amherst, MA (1993)

Associates *Liberal Arts*, Berkshire Community College
 Pittsfield, MA (1991)

Work Experience:

Protective Services Program LifePath, Inc.
Director Greenfield, MA 01062
(2016 to present)

- Programmatic operation of the Elder Protective Services Department including Berkshire and Franklin Counties and the North Quabbin area.
- Supervision of Protective Services Supervisors
- Interdisciplinary collaboration with agency staff, community partners Executive Office of Elder Affairs and the statewide Protective Service Network
- Training of staff
- Community outreach
- Community Trainings
- Crisis Management
- Provide back up to Protective Services supervisors

Protective Services Program Highland Valley Elder Services, Inc.
Director Florence, MA 01062
(2013 to 2016)

- Ensure overall maintenance of Protective Service Program, including overall program quality assurance and adherence to program regulations and standards of practice.
- Authorize and monitor all investigations, service plans and case development which includes processing of all case files and reviewing all narrative and case notes.
- Responsible for hiring, training, supervising and evaluation of all Protective Service case workers.

- Complete and compile all monthly, quarterly and annual statistical reporting as required by the Executive Office of Elder Affairs.
- Coordination of community-based outreach and training to service area agencies.

Protective Service Worker
(2011-2013)

Highland Valley Elder Services, Inc.
Florence, MA 01062

- Investigated reports of physical, sexual and emotional abuse, neglect, self-neglect and financial exploitation of individuals age 60 or over.
- Conducted protective assessments of abused individuals age 60 and over, including environmental, financial, psycho-social, risk and capacity assessments.
- Developed and monitored protective service treatment plans.
- Performed community organization work to help educate the community to the issue of elder abuse.

Home Care Resource Specialist
(2009-2011)

Highland Valley Elder Services, Inc.
Florence, MA 01062

- Provided Information and Referral Services to callers to Highland Valley Elder Services.
- Completed intakes, assisted callers seeking Home Care, Home Delivered Meals, Nursing Home Screenings, Adult Day Health Screenings, Money Management and Protective Services.
- Trained, assisted and updated agency staff to understand new and existing resources.
- Researched and updated resources to Highland Valley Elder Services database.
- Long Term Care Options Counselor.
- Conducted outreach and marketing

Program Assistant
Internal Operations
(2007-2009)

Highland Valley Elder Services, Inc.
Florence, MA 01062

**Office Assistant/
Camp Admissions Director**
(2007)

Pleasant Valley Wildlife Sanctuary
Lenox, MA 01240

Co-Owner/Operator
(2005-2007)

Two Fish Catering
Pittsfield, MA 01201

Head Chef
(2002-2006)

Once Upon a Table Restaurant
Stockbridge, MA 01262

Trainings and Certifications:

- **Certification in Gerontology, Boston University**
- **CIRS-A Certified (AIRS)(expired)**
- **Advanced Interviewing Techniques**
- **Interviewing Alleged Perpetrators**
- **Forensic Markers for Physical Abuse**
- **Domestic Violence in Later Life**
- **Nonviolent Communication**
- **Seminar in Field Instruction**
- **Human Service Forum Supervisor Training**
- **Financial Exploitation Training with attorney John Scheft of Law Enforcement Dimensions**
- **Protective Services Supervisor Training with Holly Ramsey-Klawnsnik**
- **Alzheimers and related Dementias**
- **Mental Health and Aging**

References available upon request



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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(413) 499-9321 • ltyer@cityofpittsfield.org

Linda M. Tyer
Mayor

April 20, 2022

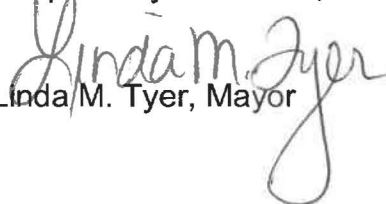
To the Honorable Members of the City Council
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Councilors,

Submitted herewith for your consideration is an Order requesting authorization to submit the Community Development Block Grant (CDBG) Annual Action Plan for the 2022-2023 program year to the U.S. Department of Housing and Urban Development (HUD). As has been the past practice, the Chairman of the Council's Committee on Community and Economic Development has agreed to host the required public hearing at a scheduled Committee meeting.

The Department of Community Development has provided each of you with the Executive Summary and Annual Plan/Projects sections of the draft Annual Action Plan which contain the detail regarding the proposed 2022-2023 budget for the CDBG program. Please contact the Department of Community Development if you would like a copy of the entire draft Annual Action Plan. The entire draft Annual Action Plan will also be available on the City's website.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/CVB
Enclosure



CITY OF PITTSFIELD

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

April 12, 2022

The Honorable Linda M. Tyer
City Hall, 70 Allen Street
Pittsfield, MA 01201

Dear Mayor Tyer:

Enclosed for transmittal to the City Council is an Order authorizing the Mayor to submit the Community Development Block Grant (CDBG) fiscal year 2023 HUD Year 2022 Annual Action Plan to the U.S. Department of Housing & Urban Development (HUD). The 2022 Annual Action Plan contains the proposed fiscal year 2023 CDBG budget and specifically describes the activities on which these funds will be spent during the year beginning July 1, 2022 through June 30, 2023. We have not yet received the amount of Pittsfield's CDBG allocation for Federal Fiscal Year (FFY) 2022-2023 and are basing calculations on level funding.

The CDBG FY2023 Budget will continue CDBG programs city residents have come to rely on, including:

- sidewalk repairs;
- vacant building demolitions;
- housing rehabilitation , including handicapped accessible ramps and water meters; and
- continued funding for parks including the Westside Riverway and funding for human service programs

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

Sincerely,

A handwritten signature in dark ink, appearing to read "Justine A. Dodds", is written over a horizontal line.

Justine A. Dodds
Director

Attachments

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

No. _____

AUTHORIZING THE MAYOR TO SUBMIT THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN FOR THE 2022-2023 PROGRAM YEAR

Ordered:

1. That the Mayor is hereby authorized to submit the Community Development Block Grant FY 2023 Annual Action Plan for the 2022-2023 program year to the U.S. Department of Housing & Urban Development (HUD), and assurances contained therein; and
2. That the Mayor is directed and authorized to act in connection with the submission of the Annual Action Plan and to provide such additional information as may be required; and
3. That in accordance with the requirements of Massachusetts General Laws, Chapter 44, Section 53A, the Director of the Department of Community Development is hereby authorized to accept said grant including payments of Program Income, if any, and shall deposit any amounts received with the City Treasurer who shall hold said amounts in separate accounts; and
4. That said grant and payments of Program Income may be expended without further appropriation, as provided for in M.G.L. Ch. 44.53A.



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

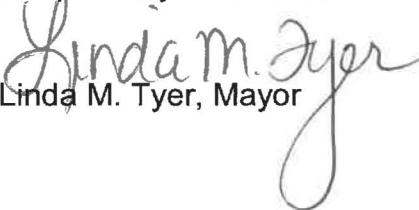
April 20, 2022

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

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amount of \$500,000.00 from the Massachusetts Department of Transportation for the remaining services needed to complete the construction phase services of the Pecks Road Bridge Replacement project.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/CVB
Enclosure



CITY OF PITTSFIELD

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

April 26, 2022

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

RE: Design Agreement No. 117772: Pecks Road Bridge

Dear Mayor Tyer,

Submitted for your consideration is an authorization requesting that the City of Pittsfield accept the Design Agreement and Grant through Massachusetts Department of Transportation in the amount of \$500,000.00 for the remaining services needed to complete the construction phase services of Pecks Road Bridge Replacement project.

Respectfully submitted,

A handwritten signature in cursive script, reading "Allison McMordie".

Allison McMordie
City Engineer

cc. Ricardo Morales, Commissioner of Department of Public Services & Utilities
Matthew Kerwood, Director of Finance
Allison Crespo, City Accountant

City of Pittsfield

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

IN CITY COUNCIL

AN ORDER

**AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS IN
THE AMOUNT OF \$500,000.00 FROM THE MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION**

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 five hundred thousand dollars and zero cents (\$500,000.00) from the Massachusetts Department of Transportation. 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.

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.

CONTRACTOR LEGAL NAME: CITY OF PITTSFIELD (and d/b/a):		DEPARTMENT NAME Massachusetts Department of Transportation MMARS Department Code: DOT	
Legal Address: (W-9,W-4 T&C 70 Allen Street, Pittsfield, MA 01201)		Business Mailing Address: 10 Park Plaza, Room 6260, Boston, MA 02116	
Contract Manager: Ricardo Morales, Commissioner		Billing Address (if different):	
E-Mail: rmorales@cityofpittsfield.org		Contract Manager: Marie Rose	
Phone: 413-499-9330	Fax:	E-Mail: Marie.Rose@dot.state.ma.us	
Contractor Vendor Code: VC6000192128		Phone: 857-368- 9333	Fax:
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CT DOT 6433 INTF 00X0 2021 A0 117772	
RF/Procurement or Other ID Number:			
<input checked="" type="checkbox"/> NEW CONTRACT 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 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 checked="" type="checkbox"/> Other Procurement Exception: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT 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 Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception: (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the MassDOT Terms and Conditions documents are incorporated by reference into this Contract and are legally binding <input checked="" type="checkbox"/> MassDOT TERMS AND CONDITIONS <input type="checkbox"/> MassDOT IT TERMS AND CONDITIONS			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for 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). \$ 500,000.00			
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"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This Agreement (Number 117772) is between MassDOT and the City of Pittsfield for participating in the Statewide Small Bridge Construction Program involving the design, and/ or reconstruction, repair and improvements to non-federally aided bridges and approaches with span lengths between 10 feet and not more than 20 feet			
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 <u>July 1</u> , 2023 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions http://transnet/docs/ComApp/MassDOTTermsandConditions.doc or IT Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions, 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 <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature or conform to the MassDOT Electronic Signature Policy, as in effect from time to time) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR MassDOT: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature, or conform to the MassDOT Electronic Signature Policy, as in effect from time to time) Print Name: _____ Print Title: _____	

MASSDOT STANDARD CONTRACT FORM



INSTRUCTIONS

The following instructions, Contractor Certifications and the MassDOT Terms and Conditions are incorporated by reference into an executed MassDOT Standard Contract Form. Instructions are provided to assist with Completion of the MassDOT Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. 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 the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook 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 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.

Other Procurement Exception. Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that 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.

MASSDOT STANDARD CONTRACT FORM



Amendment to Date, Scope or Budget. Check this option when renewing a Contract or executing an 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.

Other Procurement Exception. Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, 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 posted.

MASSDOT TERMS AND CONDITIONS

Identify whether the MassDOT Terms and Conditions (TC) or the MassDOT IT Terms and Conditions (TC-IT) is incorporated by reference into this Contract. The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

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.

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

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

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

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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. **Electronic or digital signatures are permitted pursuant to the MassDOT Electronic Signature Policy.**

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.

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to Chapter 178 of the Acts of 2011.

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 for six (6) years beginning on the first day after the final payment 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: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor 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

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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 Commonwealth Data, 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 M.G.L. c. 93H and c. 66A and other applicable state and federal privacy requirements. The Contractor shall comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth/MassDOT customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation compliance during the Contract. 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.

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, or access to MassDOT systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology Services and Security (TSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all public authorities, 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 any pertinent security guidelines, standards, and policies; (2) comply with all Enterprise Information Security Policies and Standards published by the Executive Office for Security Services and Technology (TSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among 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 and data to which the Contractor is given access by the contracting Department 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 or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department 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 MassDOT's Terms and Conditions or IT 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.

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. 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 and M.G.L. c. 175M (Family and Medical Leave).

Federal And State Laws And Regulations Prohibiting Discrimination Contractors certify compliance with applicable state and federal anti-discrimination laws, 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 COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability. Contracts may not use the following limitation on liability language unless approved by legal staff at the Office of the Comptroller or Operational Services Division and it may not be used if MassDOT is using the IT Terms and Conditions. The term "other damages" in Section 11 of the MassDOT Terms and Conditions, "Indemnification," 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 that this in no way limits the Commonwealth's or MassDOT's right of recovery

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for personal injury or property damages or patent and copyright infringement under Section 11 or 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. The terms of 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.

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 Massachusetts Executive Orders, including but not limited to the specific orders listed below. A breach during the 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, they 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. If there is 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 may 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, 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; which 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, of a 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 as well as persons 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 Orders 523, 526 and 565. Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program). Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 565 (Reaffirming and Expanding the Massachusetts Supplier Diversity 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. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 s. 61(s). These provisions shall be enforced through the contracting Department, 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.



Massachusetts Department of Transportation

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: City of Pittsfield
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192128

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Signature

Date:

Title: Telephone:

Fax: Email:

[Listing can not be accepted without all of this information completed.]

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

**Massachusetts Department of Transportation
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May

2004



CONTRACTOR LEGAL NAME: City of Pittsfield
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192128

PROOF OF AUTHENTICATION OF SIGNATURE

**It is a requirement of MassDOT to obtain authentication of signatures
for all signatories listed on the attached Contractor Authorized Listing**

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

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

Title:

X _____

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

April 20, 2022

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

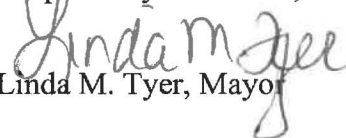
Dear Councilors:

Submitted herewith for your consideration is an Order requesting a five-year Tax Increment Financing (TIF) Agreement and \$125,000 from the Pittsfield Economic Development Fund to assist SolaBlock, Inc in establishing their manufacturing facility in Pittsfield. SolaBlock is a clean-energy construction technology company which has successfully completed a series of collaborative product development activities in western Massachusetts over the past five years. This privately held company is in the process of converting from a research and development company to a manufacturing company.

I am delighted to welcome SolaBlock, with their innovative clean-energy technology to Pittsfield. SolaBlock has developed a number of supply chain partnerships with existing companies in Pittsfield and Berkshire County, making Pittsfield the ideal location for their manufacturing facility. SolaBlock anticipates creating seventeen (17) full-time manufacturing jobs over the next three years with salaries ranging from \$37,000 to \$55,000. Their capital and equipment investments are anticipated to be at least \$440,000.

Thank you in advance for your consideration of these requests and support for this emerging manufacturing and construction company business and job growth in Pittsfield.

Respectfully submitted,


Linda M. Tyer, Mayor

City of Pittsfield

No. _____

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

IN CITY COUNCIL

AN ORDER

**APPROVING THE CERTIFIED PROJECT AND
TAX INCREMENT FINANCING AGREEMENT BY AND AMONG
THE CITY OF PITTSFIELD
AND**

Ordered: SOLABLOCK, INC AND SILVER STREET REALTY, INC

WHEREAS, the City of Pittsfield has been in negotiation with SolaBlock and Silver Street Realty. regarding the location of a new manufacturing business at 15 Hubbard Avenue, and

WHEREAS, SolaBlock and Silver Street Realty. have received provisional approval for designation as a Certified Project under the Massachusetts Economic Development Incentive Program created by Chapter 23A of Massachusetts General Laws;

WHEREAS, SolaBlock and Silver Street Realty. meet the minimum standards of the Economic Development Incentive Program and the local economic development goals and criteria established by the City of Pittsfield;

WHEREAS, the proposed certified project will be located at 15 Hubbard Avenue, Pittsfield MA;

WHEREAS, the City of Pittsfield has agreed to offer SolaBlock and Silver Street Realty. a Tax Increment Financing Agreement. Said Agreement is hereby approved by the City Council;

WHEREAS, SolaBlock and Silver Street Realty. are going to invest \$440,000 in building renovations and equipment and create seventeen (17) permanent, full-time jobs for residents of the City, within five (5) years;

WHEREAS, the City of Pittsfield has determined that SolaBlock and Silver Street Realty. have the means to undertake and complete the proposed project;

WHEREAS, the City of Pittsfield has determined that the proposed certified project will have a reasonable chance of increasing employment opportunities as advanced in the certified project proposal;

WHEREAS, the City of Pittsfield has determined that the proposed certified project will not overburden the City's infrastructure and other supporting resources;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Pittsfield approves the Certified Project application of SolaBlock and Silver Street Realty. and forwards said approval to the Massachusetts Economic Assistance Coordinating Council for its final endorsement.

FURTHER, the City Council of the City of Pittsfield authorizes the Mayor to execute the Tax Increment Financing Agreement between the City of Pittsfield and SolaBlock and Silver Street Realty. Said agreement will provide for an exemption on personal property and real estate taxes based on the growth portion in assessed valuation of the property at 100% for the first year, 80% for the second year, 60% for the third year, 40% for the fourth year, 20% for the fifth year of a five year agreement according to the requirements and regulations established which govern the implementation of such Tax Increment Financing Agreements. The Agreement will be in effect as of FY 2024 (July 1, 20203) and will extend through FY 2028 (June 30, 2028).

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 USE \$125,000 FROM THE
PITTSFIELD ECONOMIC DEVELOPMENT FUND FOR SOLABLOCK, INC**

Ordered: That the City of Pittsfield is hereby authorized to make an allocation of \$125,000 in Pittsfield Economic Development Funds to be used for the establishment of SolaBlock's manufacturing facility in Pittsfield. This funding will be secured by a deferred payment, forgivable ten (10) year Promissory Note and appropriate security.



CITY OF PITTSFIELD

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

TO: Honorable Members of the Pittsfield City Council

CC: Mayor Linda M. Tyler

FROM: Department of Community Development
Michael Coakley, Business Development Manager

DATE: April 20, 2022

SUBJECT: SolaBlock, Inc
Mayoral Request for a Five Year Tax Increment Financing Agreement and
\$125,000 in Pittsfield Economic Development Funding

The Mayor is requesting a five year Tax Increment Financing Agreement for this start-up company and \$125,000 in funding from the Pittsfield Economic Development Fund for SolaBlock, Inc. SolaBlock is a clean-energy construction technology company which has emerged from a series of collaborative product development activities in western Massachusetts over the past five years. This privately held company is in the process of converting from a research and development company to a manufacturing company. A synopsis of SolaBlock's business plan for the next two years is attached.

As a result of partnerships with several Pittsfield and Berkshire County based manufacturers and an established working relationship with the Berkshire Innovation Center, SolaBlock has decided to locate their first manufacturing facility in Pittsfield. They are currently finalizing a multi-year lease for the property at 15 Hubbard Avenue which was recently vacated by Modern Mold, which out grew this space and has acquired and moved to 45 Downing Parkway.

SolaBlock has developed and is now ready to manufacture a vertical solar masonry block which can turn an ordinary wall of a commercial building into an active energy producing asset. SolaBlock's local supply chain involved in the construction of their Solar Masonry Units (SMUs) include:

LTI – laminating partner
Hi Tech Mold – tooling/mold creation
Canterella and Son – masonry installer

After meeting with Michael Coakley, Pittsfield's Business Development Manager, and the City's Red Carpet Team, SolaBlock explored various locations in Pittsfield as the location for their first manufacturing facility finally settling on 15 Hubbard Avenue.

The Red Carpet Team was very impressed with the SolaBlock product potential and management team and pleased to hear about their existing relationships with the BIC and several local manufacturers.

Total capital investment for the equipment is estimated at \$440,000. Seventeen full-time jobs will be created over the next three years (2022 – 2024) with salaries ranging from \$37,500 - \$55,000. More information about the company's plans can be found in the attached business plan summary.

Tax Increment Financing

The Mayor is proposing a five year Tax Increment Financing (TIF) Agreement with SolaBlock and supported the company's related application for a tax incentive from the Commonwealth. Both the TIF and state incentive are part of the Commonwealth's Economic Development Incentive Program (EDIP). On April 6th, the Commonwealth's Economic Assistance Coordinating Council (EACC) approved \$170,000 in state tax incentives for SolaBlock.

Since SolaBlock's occupancy of 15 Hubbard is anticipated to require minimal changes to the building, the primary value of the proposed TIF is in personal property tax savings until such time as SolaBlock becomes registered with the Commonwealth as a manufacturing company (they are currently registered as a research and development company). If SolaBlock achieves its business goals over the next few years, it is likely this would occur during the TIF's five year time period. If it does, since manufacturing companies are exempt from paying personal property taxes, the TIF would be nullified.

The estimated value of the proposed TIF is \$35,910, with an equivalent amount estimated to be paid by the company over the five year term. The attached worksheet, prepared in collaboration with the City's Assessors and Massachusetts Office of Business Development, is provided for the Council's information.

Rule 38 Report

As required by City Council Rule 38, the following report is provided in response to the Mayor's request for \$125,000 in Pittsfield Economic Development funding for SolaBlock. For the required review, SolaBlock provided supporting confidential documentation and financial information to a member of the PERC Board who assisted with the financial review of this business as well as with the review of the structure of the organization and their business development plans and projections. The management team has demonstrated their thorough knowledge of the solar and masonry business sectors and have successfully raised \$629,000 to date, as well as being awarded a \$234,388 Massachusetts Clean Energy grant, which have allowed the company to evolve

to this point with an additional \$2.5 million expected to be raised in the third or fourth quarter of 2022.

Based on this due diligence, it is the opinion of those who participated in the review that, pending UL certification, it is reasonable to anticipate that this business will be successful in opening a manufacturing facility in Pittsfield and achieving their business goals over the next three to five years.

The most significant risk associated with this business' ability to achieve its business plans over the next two years is their ability to obtain Underwriters Laboratories certification. SolaBlock began this certification process in the fall of 2019. At more than one point, progress was impacted by the pandemic, which caused lab closures as well as supply and shipping issues. During this process, SolaBlock has also used early testing results to update product design and documentation. SolaBlock is hopeful the last round of testing, which involved Dry and West Dielectric testing, will be completed in April. If this occurs, SolaBlock believes they could receive at least informal approval from the UL testing lab within the next 60-90 days. This would then allow them to move forward with rental of the space at 15 Hubbard Avenue and beginning of commercial production.

Financial Capacity

This is a start-up company that is in the process of transitioning from research and development to commercialization. They have successfully developed their proto-type, developed strong partnerships with well-established local suppliers and raised capital. While initially focusing their market efforts on public and educational buildings such as schools and libraries, the larger market is extensive and their financial projections, are reasonable assuming the timely receipt of UL certification and successful regional marketing and sales efforts over the next two years.

In anticipation of moving from proto-typing to commercial production, the company is currently finalizing the terms with its local suppliers and developing relationships with the engineering and architecture firms who will be critical to ensuring SolaBlock is integrated into the design of new and updating of existing buildings. The company has also established working relationships with companies to construct the SolaBlock walls and install the equipment necessary to convert generated energy into usable electricity.

The company has raised more than \$629,000 in capital to date and anticipates raising an additional \$2,500,000 later this year. They are also exploring other forms of financing such as vendor financing.

City funds will provide the company with working capital as well as providing funding towards the business' acquisition of equipment.

Public Benefits

Over the next three years, seventeen jobs will be created and three local firms will be integral parts of the company's supply chain, creating additional local economic value

resulting from this business locating in Pittsfield. The funding proposed equates to approximately \$7,350 per job being created.

Relationship to City's Overall Economic / Community Development Goals and Objectives

This investment is consistent with the City's overall economic development goals and objectives to continue to build the city's innovation and manufacturing sectors as well as supporting clean energy and strengthening the supply chain business relationships between local companies.

Other Eligibility Criteria

Leveraging potential of the project – This business expands the clean energy job opportunities available in the city, as well as creating the potential for partnering with local educational institutions to train the work force needed to manufacture, install and maintain the SMUs. In addition, as already demonstrated, this company provides a locally based customer base for other manufacturers in the city with early revenue projections for these companies exceeding \$40,000 per month.

Status of taxes, licenses and fees due the City – at the time of preparation of this report, there was an outstanding property tax bill on 15 Hubbard Avenue. SolaBlock and the property owner have been advised that their tax obligation needs to be brought current and understand the City may condition its approval on this occurring.

Proposed Disbursement Schedule and Monitoring

The Pittsfield Economic Development funding would be secured by a deferred payment, forgivable ten (10) year Promissory Note and UCC to be placed on the equipment being purchased by SolaBlock. Total capital investment for the equipment and space build out is estimated at \$440,000. Mayor Tyler has proposed a funding allocation of \$125,000 from the Pittsfield Economic Development Fund to provide SolaBlock with working capital and to assist in the purchase of manufacturing equipment. These funds will be disbursed as follows:

- \$75,000 of this funding will be disbursed thirty (30) days after UL Certification is obtained and SolaBlock occupies 15 Hubbard Street both of which shall occur by December 31, 2022.
- \$50,000 will be disbursed six (6) months after SolaBlock documents a total of eight (8) full-time employees with minimum annual salaries of \$37,500 which shall occur by December 31, 2023.

Staff is working with SolaBlock to determine how funding from the Pittsfield Economic Development Fund will be secured.

For a period of ten (10) years after City Council approval of this funding, SolaBlock will provide an annual report to the City due by January 31 of each calendar year, summarizing its accomplishments during the prior calendar year and documenting that it is in good standing and not in violation of any financial covenants or agreements with any financial institutions or any governmental entity. The City will also maintain the right to verify the information provided, including but not limited to payroll records, job descriptions, unaudited and audited balance sheets and statements of income, changes in stockholder's and members' equity and cash flow, and federal and state tax returns.

All disbursed Pittsfield Economic Development funds shall become immediately due and payable including a retro-active interest rate of four percent (4%) to the City if:

- ◆ If SolaBlock does not obtain Underwriters Laboratories certification by the end of 2022.
- ◆ SolaBlock relocates its business out of the City within ten (10) years of the City Council's approval of funding;
- ◆ Employment during this ten (10) year period drops below a total of eight (8) employees for more than a six (6)month period after January 1, 2024:
- ◆ Or immediately upon:
 - (i) the insolvency, assignment for the benefit of creditors, or the appointment of a receiver, trustee or custodian, which appointment shall not be removed within sixty (60) days after the appointment; or
 - (ii) the filing of a petition in bankruptcy by or against the Corporation or any proceeding in bankruptcy or under any acts of Congress relating to the relief of debtors for the relief or adjustment of any indebtedness of the Corporation, either through reorganization, composition, extension, or otherwise, is commenced and not dismissed within sixty (60) days or the inability of the undersigned to meet obligations as they come due.

**TAX INCREMENT FINANCING AGREEMENT
BY AND AMONG
THE CITY OF PITTSFIELD
AND
SOLABLOCK, INC. AND SILVER STREET REALTY INC**

AGREEMENT is made this ___th day of _____ 2022 by and among the CITY OF PITTSFIELD ("CITY"), SOLABLOCK, INC, located at 116 Pleasant St., Suite 254, Easthampton, MA 01027 , and SILVER STREET REALTY INC, located at 35 Industrial Drive East Longmeadow, MA 01028 with a principal .

PRELIMINARY STATEMENTS

WHEREAS, SOLABLOCK is a Massachusetts corporation currently headquartered in Easthampton; and

WHEREAS, on or about April 1, 2022 SOLABLOCK will enter into a 2 year lease (with options for renewal) with SILVER STREET REALTY INC to occupy the property located at 15 Hubbard Avenue, Pittsfield, Massachusetts (the "Project Property"); and

WHEREAS, SOLABLOCK intends to locate and/or expand certain of its business operations at the Project Property (the "Project"); and

WHEREAS, SOLABLOCK anticipates that the Project will create seventeen (17) permanent full-time jobs for residents of Pittsfield and the Berkshire Economic Target Area (as defined below). The Berkshire Economic Target Area (the "ETA") is the geographic area defined as the City of Pittsfield, the Town of Lenox, the Town of Lee, the Town of Great Barrington, the Town of Sheffield, and the Town of Dalton, all located in the County of Berkshire in the Commonwealth of Massachusetts. The Project will result in \$440,000 of investment for space build out and the acquisition of equipment over the next year; and

WHEREAS. SOLABLOCK is seeking a Tax Increment Financing Exemption (as such

term is defined below) from the CITY in connection with the Project, in accordance with the Massachusetts Economic Development Incentive Program and M.G.L. c. 23A, §3E and M.G.L. c. 40, §59; and

WHEREAS, the CITY strongly supports increased economic development to provide additional jobs for residents of the ETA and the city, expand commercial and industrial activity within the city, and develop a healthy economy and stronger tax base; and

WHEREAS, the Project is located at 15 Hubbard Avenue, Pittsfield, Massachusetts, also identified as Assessor's Map M11 Block0007 Lot203; and

WHEREAS, the Project furthers the economic development goals and the criteria established for the ETA; and

WHEREAS, the current assessed valuation for the Project Property for fiscal year ending June 30, 2022 is \$341,900, resulting in \$13,642 in property taxes for the CITY;

NOW THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

1. The CITY, as authorized by the City Council on _____, 2022, hereby enters into with SOLABLOCK a Tax Increment Financing Exemption with respect to the Project Property and the Project, encompassing the property described as 15 Hubbard Avenue, also identified as Assessor's Map M11 Block0007 Lot203. A map of the Project Property and area subject to the Tax Increment Financing Exemption is hereby attached as Exhibit A. A description of the property is hereby attached as Exhibit B.

The CITY is entering into this agreement for the benefit of SOLABLOCK. SOLABLOCK acknowledges that it is responsible for any increases in taxes on the property leased from SILVER STREET REALTY INC, and SOLABLOCK agrees to pay all increases in taxes as specified in the lease agreement dated on or about April 1, 2022. Consequently, SOLABLOCK will benefit from the Tax Increment Financing Exemption defined in this agreement.

2. The Tax Increment Financing Exemption granted herein shall be in effect for a term of five (5) years, commencing on July 1, 2023 and expiring on June 30, 2029.

3. The Tax Increment Financing Exemption formula for the Project Property will be calculated as prescribed by Massachusetts General Laws and regulated by the Department of Revenue, and shall apply to the incremental difference in the assessed real property tax valuation of the Project Property for the fiscal year ending June 30, 2023 (the "Base Year"), and its assessed valuation for each of the next five (5) fiscal years.

The base valuation is the assessed value of the property in the fiscal year immediately prior to the fiscal year in which the property becomes eligible for a tax increment

exemption. The base valuation of the Project Property for fiscal year ending June 30, 2023 is \$341,900 (the “Base Valuation”).

The Base Valuation will be adjusted annually by an adjustment factor which reflects increased commercial and industrial property values within the community, as defined in Massachusetts General Laws. Any increase in the assessed value of the Project Property over the Base Valuation, or “increment,” attributable to the renovations and/or improvements made in connection with the Project is that amount eligible for exemption from taxation (the “Tax Increment Financing Exemption”).

The Tax Increment Financing Exemption shall be applied in decreasing amounts in accordance with the following schedule:

Year 1:	July 1, 2023 – June 30, 2024	100% of the increment;
Year 2:	July 1, 2024 – June 30, 2025	80% of the increment;
Year 3:	July 1, 2025 – June 30, 2026	60% of the increment;
Year 4:	July 1, 2026 – June 30, 2027	40% of the increment; and
Year 5:	July 1, 2027 – June 30, 2028	20% of the increment.

4. The CITY is granting the Tax Increment Financing Exemption in consideration of SOLABLOCK's commitment to

(a) create seventeen (17) new, permanent full-time jobs within five (5) years, as follows:

	<u>ANNUAL</u>	<u>CUMULATIVE</u>
July 1, 2022 – December 31, 2023	14 jobs	14 jobs
January 1, 2024 – December 31, 2024	3 jobs	17 jobs.

(b) invest \$440,000 in build-out and equipment to the Project Property, to be completed by December 31, 2022.

5. SOLABLOCK shall submit annual reports on job creation, retention and new investment at the Project Property to the Department of Community Development, City of Pittsfield and the Economic Assistance Coordinating Council, by March 31st of each year for which the tax benefits granted herein are enjoyed. Reports shall be submitted for the year starting July 1, 2022 and ending December 31, 2022, and each subsequent year until December 31, 2028, for the duration of the Tax Increment Financing Exemption. The annual report shall include:

- (a) the number of permanent full-time jobs created and the number of people hired for the annual time period and on a cumulative basis;
- (b) the value of capital improvements invested by SOLABLOCK in the Project

Property annually and on a cumulative basis; and

(c) the number of construction jobs created for years ending December 31, 2023 and subsequent years, as applicable.

6. If SOLABLOCK fails to meet the job creation and investment commitments specified in Paragraphs 4 (a) through (c) herein, or fails to comply with all reporting requirements specified in this Agreement, including but not limited to Paragraphs 5 (a) through (c) herein, the CITY, acting through its Mayor, may, at its sole discretion, take action to request decertification of the project by the Economic Assistance Coordinating Council. Upon decertification, the CITY shall discontinue the Tax Increment Financing Exemption benefits described in Paragraph 3 hereof, commencing with the fiscal year for which SOLABLOCK did not meet its commitments.

7. If SOLABLOCK, or any entity to which this Agreement has been assigned or transferred, ceases to conduct business operations at the Project Property during the term of this agreement, this Agreement shall be immediately null and void and the CITY shall seek decertification of the project as provided in Paragraph 6 herein.

8. SOLABLOCK shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CITY. The foregoing notwithstanding, the rights and obligations of this Agreement shall inure to the benefit of any entity succeeding to the interests of SOLABLOCK by merger. This agreement shall be binding upon subsequent owners of the Project Property.

9. SOLABLOCK shall use its best efforts to give the CITY ninety (90) days prior notice of any corporate decision to (i) change the nature and/or character of their business operations at the Project Property or (ii) cease their business operations at the Project Property. No such decision shall be deemed taken unless an appropriate resolution shall have been passed by the SOLABLOCK Board of Directors, or, if such a resolution is not required, by an executive officer empowered to make such decision.

IN WITNESS WHEREOF, SOLABLOCK has caused this Agreement to be duly executed in its name and behalf and its seal affixed by its duly authorized representative, the CITY has caused this Agreement to be executed in its name and behalf and its seal duly affixed by its Mayor and the President of the City Council as of the day and year first above written.

CITY OF PITTSFIELD

SOLABLOCK, INC.

Linda M. Tyer
Mayor

By: Eric Planey, CEO

SolaBlock, Inc.

Peter M. Marchetti
City Council President

By:

EXHIBIT A
MAP OF PROPERTY

DRAFT

EXHIBIT B
DESCRIPTION OF PROPERTY

The property known as 15 Hubbard Avenue, Pittsfield, Berkshire County, Massachusetts, also known as Assessors' Map M11 Block0007 Lot203 , bounded and described as follows:

DRAFT



April 10, 2022

SolaBlock's Application to the Pittsfield Economic Development Fund for funding to Commence Operations in the City of Pittsfield - Updated

Introduction

SolaBlock, Inc., is a clean- and construction- technology company with a dual presence in Easthampton and Pittsfield, Mass (the latter currently through the esteemed Berkshire Innovation Center). We are seeking funding from the City of Pittsfield to consolidate our operations into Pittsfield, and to begin the process of converting from a research and development company to a full-on manufacturing concern. We have identified a building in the city and are currently in final stages of signing a multiyear lease. We are currently financing our operations through a seed round of funding and with in-kind supply chain financing assistance from many Western Mass companies, most located within Pittsfield. Upon receiving our state and local funding, we will utilize the rest of our seed funding to commence operations, then we will approach the institutional investor market for Series A investment as needed, most likely beginning in the third quarter of 2022.

This paper will cover:

- I) An overview of SolaBlock
- II) Our 2022 business plan
- III) Conclusion

I. AN OVERVIEW OF SOLABLOCK

On September 24, 2021, Construction Global Magazine named SolaBlock a ***"Top 10 Innovative Start Up to Watch this Year"***. Our business plan seen here will demonstrate why we were awarded that prestigious title.

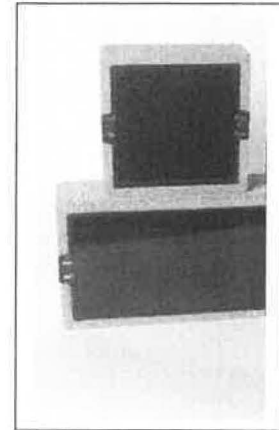
SolaBlock enables and creates a Vertical Solar Solution (VSS) using our Solar Masonry Units (SMUs), which can turn a passive structure into an active energy producing asset. The VSS transforms an ordinary wall of a commercial building structure (the south facing wall plus others if appropriate) by adding our SMU blocks throughout most of that exterior wall. The SMU is the combination of a traditional concrete mason block with a photovoltaic solar cell (PV) embedded into the block. That module is laminated and sealed, and 'potted' into the unit at our planned final assembly location. The SMUs are constructed so that they have a system of connectors that connect one block to the next, thus creating the VSS wall.

Because net zero buildings are becoming mandated by governments and the choice of property developers, having a product like ours will be of paramount importance. Our VSS also significantly contributes to the ever important LEED certification.



The six core components of the SMU are:

- 1) **The Cover Glass:** To protect from the elements
- 2) **The Solar Cells:** High efficiency, back contact
- 3) **Bypass Diode:** Connected via internal wiring, can reroute power if that SMU is shaded
- 4) **Pass-Through Wiring:** Offers optional pathway for return wiring through the wall
- 5) **Backside Film and Adhesive:** Thermally bonds the module to the block
- 6) **Concrete Substrate:** Anchors and Protects the PV



The power of having a SolaBlock SMU on the wall is an immediate benefit from its clean energy generation, and its impact on the environment:

- *Five SMUs are expected to mitigate a ton of CO₂e.*
- *20 SMUs (18.3 square feet) mitigate the carbon emissions from a single passenger vehicle for a year.*
- *248 SMUs (220 sq.ft.) mitigate enough carbon to take a car off the road entirely.*

SolaBlock can provide about 325 tons of carbon savings to an average commercial building, or:

- *The emissions of 77 passenger vehicles taken off the road for a year,*
- *The emissions associated with driving 890,000 miles,*
- *The emissions of 40,000 gallons of gasoline,*
- *The emissions of 390,000 pounds of coal burned,*
- *The emissions associated with 64 homes' electricity use,*
- *The emission of 820 barrels of oil consumed, and*
- *Carbon sequestered from 434 acres of forest in one year*

Lastly, if 5% of all existing buildings in the US were to have 80% of their south side walls retrofitted with SolaBlock SMUs, SolaBlock would contribute 10% of President Biden's Carbon Dioxide Abatement Pledged at the COP26 Summit.



Our Sales Channel

SolaBlock intends to be an international company within the next 3 years, with a significant US presence and some limited international sales. However, our core focus is to establish the Pittsfield operation in late spring / early summer 2022 to create a market in the Massachusetts, New York, and the Northeast region.

SolaBlock 2.0 Sales Pipeline Analysis					
	Prospect	Blocks	Probability	Weighted Avg	Timing (2022)
1	MUSH	2,500	80%	2,000	Q2
2	Private	1,000	90%	900	Q2
3	MUSH	5,000	60%	3,000	Q3
4	Non MUSH Govt	20,000	40%	8,000	Q3 / Q4
5	MUSH	720	70%	504	Q3
6	MUSH	6,000	75%	4,500	Q3
7	MUSH	3,500	50%	1,750	Q3
8	Private	900	50%	450	Q2
9	Non MUSH Govt	75,000	25%	18,750	TBD
10	Private	5,000	50%	2,500	Q2
11	Private	20,000	25%	5,000	Q2 / Q3
12	Private	5000	40%	2,000	TBD
13	Private	2500	20%	500	TBD
14	Non MUSH Public	1000	60%	600	TBD
15	Non MUSH Govt	10000	25%	2,500	Q4
TOTAL Sales Pipeline		147,120		49,854	<i>weighted avg for probability</i>
Estimated 2022 Assembly Capacity		38,250		38,250	
Percentage of Capacity		385%		130%	

SolaBlock's sales strategy for 2022 revolves around selling into both private sector and public project opportunities, based on a relationship-driven sales and marketing pipeline. The core of our sales channel will be the *MUSH* market (Municipalities, Universities, Schools, and Hospitals).

We will use these relationship-driven projects as a beta test for us to have a practical understanding of the sales cycle in each underlying industry, purchase order mechanics, payment terms, etc. From there we will marry our practical data with our sales channel strategy and then follow the highest return generating sales path forward.

Given net zero building mandates in existence and continually becoming laws in the Northeast region, we are confident that the *MUSH* market alone will fill our capacity at the Pittsfield location.

The sales pipeline we've provided uses a conservative weighting for project likelihood and still demonstrates over 100% of planned 2022 capacity is reserved with said planned projects.

Our clients are already demonstrating several reasons why they are entertaining SolaBlock's VSS for their buildings:

- 1) Some buildings, particularly in the *MUSH* market, are facing increasing requirements that their buildings meet local net-zero emission mandates (i.e. City of Boston)
- 2) Some building operations have substantial energy requirements and need to have access to efficient clean power generation (i.e. indoor grow facilities, data centers)
- 3) Some projects are looking at return on investment (ROI) in several ways, including building appreciation, and using incentives and credits available, and recognize that installing SolaBlock will generate positive returns.



SolaBlock's Supply Chain Connectivity

SolaBlock is unique because within a matter of 3 months, we will have converted from a small startup company to a full-on clean and construction tech manufacturing firm. However, the reality is that the company has had a significant presence in Pittsfield over the last two years. Our latest SMU product development has occurred as a result of a continued team effort with our core supply chain partners, many of whom are located in Pittsfield, and all are located with Western Mass and the Capital Region of New York. Therefore, supporting SolaBlock supports the Pittsfield economy immediately. Further, given the interconnection with our supply chain, significant and visible job creation will happen. Note we estimate 32 to 46 jobs over the next three years, yet SolaBlock is conservatively using 17 jobs for our application request.

SolaBlock's Existing Pittsfield Ecosystem	
Pittsfield, MA	Western MA
1 SolaBlock Final Assembly	1 Chicopee Masonry Supply: Block creation
2 LTI: Lamination partner	2 Zap Electric: electrical installer
3 Hi Tech Mold: tooling/mold creation	3 Cordmaster: Wiring
4 Cantarella & Son: Masonry installer	
5 TEC Staffing: HR needs	
6 Synagex: IT Support	Job range in first 12-18 months: 32-46 Green Energy jobs Western Mass
7 BrickHouse: Web Design	
8 Pittsfield Co-op Bank: Financial Services	
9 Berkshire Innovation Center: Innovation Services	

Intellectual Property

SolaBlock currently has 9 patents issued domestically and internationally, and several more pending. We have 2 Trademarks issued. We have engaged IP attorneys Fish & Richardson, regarded to be one of the best IP firms in the U.S., to monitor our IP closely.

Certifications

At the time of this writing, we are in final testing with consultant Intertek to obtain Underwriters Laboratories certification *UL 61730: PV Module Safety Certification*. UL Certification is critical and essential to the commencement of operations. We are anticipating a favorable outcome to this final stage testing. We have also received *ASTM C90: Loadbearing Concrete Masonry Units* certification.

ESG Efforts

SolaBlock will commence in Q3 2022 an annual ESG Report for stakeholders. However, we feel strongly that our product is the essence of **Environmental** sustainability best practices, we are a **Socially** conscious company from our efforts in diversity hiring, and with significant interactions with local vocational schools, community colleges, and universities, and we are continually striving for best practices in **Governance** standards, including transparency and financial reporting.



II. THE SOLABLOCK BUSINESS PLAN, 2022

Overall

The current SolaBlock growth strategy is based on a bifurcated rollout domestically within the U.S. First and most important is the commencing of operations in Pittsfield. This is important for us for several reasons:

- a. We believe we can be generating operational cash flow within 3 months of operations
- b. In the world of cleantech venture capital, we believe we will be a significantly more attractive investment if we were able to commence operations without a large capital raise. That credibility will lead to a higher valuation *ceteris paribus*, which will further assist in the growth of SolaBlock once we do commence a Series A raise (currently planned for Q3 2022).
- c. Once we have a track record of performance in Pittsfield, we plan on replicating this model by opening several other facilities nation-wide. The Pittsfield facility will be first among equals, as the hub for management training, and potentially the location where our modules are made and sent to other locations throughout the U.S. for potting into locally sourced block (due to weight, its cost prohibitive to ship block <and completed SMUs> more than 400-500 miles from the final assembly facility).

For 2022, assuming a July 1 start at our facility, we plan on manufacturing 38,250 SMUs. This is based on a ramp up to full manufacturing capacity based on a 2-shift workforce.

- 1) Block sales based on a ramp up during the course of the year, with seasonal inventory build expected in November and December:

Estimate of Monthly Sales <i>Pittsfield operation only</i>	2022 Blocks	2022 Connectors
January	-	-
February	-	-
March	-	-
April	-	-
May	-	-
June	250	258
July	1,000	1,030
August	3,000	3,090
September	6,000	6,180
October	8,000	8,240
November	10,000	10,300
December	10,000	10,300
Total	38,250	39,398

- 2) **Employment:** While under an optimistic forecast we hope to add 32-46 jobs in the Pittsfield and Western Mass area in the next 18 months, for reporting purposes to City of Pittsfield, PERC, and Mass Department of Business Development, we are conservatively estimating 17 total full time jobs between 2022 and 2024. For 2022-2024, the job creation forecasted is 8, 6, and 3,



respectively. Those jobs, including skilled labor and additional management, begin in July 2022 and increase until full 2022 hiring happens by autumn. We also note that several of the skilled jobs may be SolaBlock employees co-habiting at LTI.

Category of Job	No. of Jobs	Avg Salary	2022 Hires	2023 Hires	2024 Hires
<i>Pittsfield Assembly</i>					
Management	2	\$ 55,000	1	1	0
Professional	2	42,000	1	1	0
Skilled-labor	12	37,500	5	4	3
Unskilled-labor	0		0	0	0
Other	1	37,500	1	0	0
Total	17		8	6	3

Result

With this forecast, we believe that we can achieve consistent cash flow generation 3 months into operations. In August we are scheduling the receipt of Series A investment. To be conservative, we are only forecasting an inflow of \$2,500,000. Please note that we are currently going through our valuation exercise, and ultimately our valuation will be based on a modest to moderate case where we expand geographically, but conservatively. As such, the \$2.5 million is our thumb-hold based on 25% equity sale at a \$12 million valuation, which we believe is conservative.

A Note Regarding 2023

Estimate of Monthly Sales <i>Pittsfield operation only</i>	2022 Blocks	2022 Connectors	2023 Blocks	2023 Connectors
January	-	-	10,000	10,300
February	-	-	10,000	10,300
March	-	-	10,000	10,300
April	-	-	15,000	15,450
May	-	-	15,000	15,450
June	250	258	15,000	15,450
July	1,000	1,030	15,000	15,450
August	3,000	3,090	15,000	15,450
September	6,000	6,180	15,000	15,450
October	8,000	8,240	10,000	10,300
November	10,000	10,300	10,000	10,300
December	10,000	10,300	10,000	10,300
Total	38,250	39,198	150,000	154,500

We are in the midst of finalizing our 2023 business plan. For the purposes of this request, our forecast is based on selling product from a Pittsfield location only. The additional six employees will also be hired and brought into the Pittsfield facility by spring 2023 for the new construction season. And our Executive hires in 2022 will be tasked with expanding geographically into other areas in the U.S., and that expense is captured in our summary 2023 plans.

The end result is that the Pittsfield operation will continue to grow and generate free cash flow. However, again we emphasize that our Series A funding will go to develop further growth throughout the United States. Therefore the 'Ending Cash Flow Balance' line is overstated.



III. CONCLUSION (and a note regarding the Criteria in the Funding Request Guidelines)

SolaBlock strongly believes this is the time to launch our company for commercial operations. In the last several years, the urgency to tackle climate change has been embraced by our country and the average American as the result of increased weather volatility. The "Green Trinity" of solar farms, wind farms, and electric vehicles are now recognized as incredibly important, but cannot be the only solutions presented. The country, including major metropolitan areas, are now focusing on Net Zero buildings so that they too can tackle climate change. SolaBlock will be a major solution for net zero building development.

Much of the criteria stated in the Funding Request Guidelines centers strategic importance to Pittsfield, immediacy of impact of this investment, and what this investment means to other companies in the area. The attached letters of support from our key Pittsfield/Berkshire supply chain partners confirm what you have seen from us in prior presentations. The Pittsfield economy will immediately benefit from SolaBlock's operations commencement, as Hi-Tech, LTI, Cordmaster, and others will see an uptick in their revenue stream. While we are a stand-alone start up transforming into a manufacturing enterprise through our own efforts, it is reasonable to think we are almost a Cooperative with our members being some of the economic anchors of Pittsfield.

Submitted Truthfully and Respectfully,

Eric J Planey

Eric J Planey
Chief Executive Officer
SolaBlock, Inc.

COMMONWEALTH OF MASSACHUSETTS
ECONOMIC ASSISTANCE COORDINATING COUNCIL
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

EDIP Supplemental Application Exhibit 2: Local Incentive Valuation for SolaBlock, Inc. (Pittsfield)

[illegible]

Note: In Massachusetts, Proposition 2½ operates at the level of a municipality's total tax levy. Due to Proposition 2½, it is impossible to make reliable projections for individual parcels, whose taxes may increase much more or much less than the municipality's total taxes. As a result, this spreadsheet does not include an assumed increase in either the tax rate or the assessed value. This spreadsheet is intended to provide an estimate of the total value of property tax exemption as a result of the yearly TIF or STA exemption percentage negotiated between a company and a municipality.

Total Yearly Value of Local Tax Incentives minus PILOT = \$35,910.00



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

April 20, 2022

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

Dear Councilors:

Submitted herewith for your consideration is an Order to transfer of \$179,000.00 from water enterprise retained earnings to the FY2022 DPU Water Operating Budget to pay current fiscal year expenses in accordance with Massachusetts General Laws, Chapter 44, Section 64.

The requested funds will be used to supplement a deficit under the chemicals, overtime, and maintenance accounts. This deficit comes after an increase in the cost of chemicals and unexpected electrical issues at one of the water treatment plants.

Respectfully Submitted,

Linda M. Tyer, Mayor

LMT/CVB
Enclosure



CITY OF PITTSFIELD

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

April 26, 2022

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Submitted for your consideration, is an authorization requesting a transfer of \$179,000.00 from water enterprise retained earnings to the FY2022 DPU Water Operating Budget to pay current fiscal year expenses in accordance with M.G.L. Ch 44, Section 64.

The requested funds will be used to supplement a deficit under the chemicals, overtime, and maintenance accounts. This deficit comes after an increase in the cost of chemicals and unexpected electrical issues at one of the water treatment plants.

Respectfully Submitted,

Ricardo Morales

Ricardo Morales
Commissioner
Department of Public Services & Utilities

City of Pittsfield

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

No. _____

IN CITY COUNCIL

AN ORDER

TRANSFERRING AND APPROPRIATING \$179,000.00 FROM RETAINED EARNINGS- WATER TO THE DEPARTMENT OF PUBLIC UTILITIES WATER DIVISION

Ordered:

That the sum of \$179,000.00 be, and hereby is, transferred from the Retained Earnings-
Water Enterprise and appropriated to an account in the Department of Public Utilities/DPU
Water Treatment Division.

TO:	Account No. 60201-55300	Chemical Process	\$80,000.00
	Account No. 60201-52400	Maintenance	\$46,200.00
	Account No. 61201-51309	Overtime	\$52,800.00



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

April 20, 2022

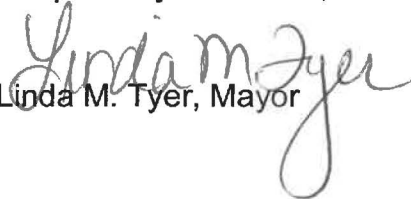
To the Honorable Members of the City Council
City of Pittsfield
70 Allen Street
Pittsfield, MA 01201

Dear Councilors,

Submitted herewith for your consideration is an Order to transfer \$400,000.00 from sewer enterprise retained earnings to the FY2022 DPU Wastewater Operating Budget to pay current fiscal year expenses in accordance with Massachusetts General Laws, Chapter 44, Section 64.

The requested funds will be used to supplement a deficit under the sludge handling, chemical process, overtime, professional services and utilities accounts.

Respectfully submitted,


Linda M. Tyer, Mayor

LMT/CVB
Enclosure



CITY OF PITTSFIELD

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

April 26, 2022

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Submitted for your consideration, is an authorization requesting a transfer of \$400,000.00 from sewer enterprise retained earnings to the FY2022 DPU Wastewater Operating Budget to pay current fiscal year expenses in accordance with M.G.L. Ch 44, Section 64.

The requested funds will be used to supplement a deficit under the sludge handling, chemical process, overtime, professional services, and utilities accounts.

Respectfully Submitted,

Ricardo Morales
Commissioner
Department of Public Services & Utilities

City of Pittsfield

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

No. _____

IN CITY COUNCIL

AN ORDER

TRANSFERRING AND APPROPRIATING \$400,000.00 FROM RETAINED EARNINGS- WATER/ SEWERTO THE DEPARTMENT OF PUBLIC UTILITIES WASTEWATER DIVISION

Ordered:

That the sum of \$400,000.00 be, and hereby is, transferred from the Retained Earnings-
Sewer Enterprise and appropriated to an account in the Department of Public Utilities/DPU
Wastewater Division.

TO:	Account No. 61203-52903	Sludge Handling	\$197,500.00
	Account No. 61203-52395	Chemical Process	\$82,000.00
	Account No. 61203-52100	Utilities	\$55,500.00
	Account No. 61203-51309	Overtime	\$38,000.00
	Account No. 61203-50327	Professional Services	\$27,000.00



PITTSFIELD BOARD OF HEALTH

Roberta Orsi, MS, RN, CCP, Chairperson

Kimberly Loring, PMHNP-BC ~ Steve Smith, MA ~ Brad Gordon, JD ~ Jeffrey A. Leppo, MD

April 20, 2022

To The Honorable Members
Of the City Council
Of the City of Pittsfield

Re: A Response from the Pittsfield Board of Health to the petition submitted January 20, 2021, requesting the Health Department investigate the health concerns that have been reported by residents that live near the cell tower at 877 South Street.

Dear Councilors:

At the Council's request, the Pittsfield Board of Health has investigated the health concerns of the residents in the vicinity of the 877 South Street Cell Tower. To date the Board of Health has reviewed evidence of studies, reports, and has engaged with medical experts in regard to dangers to human health and the environment caused by exposure to wireless radiation. The Board of Health has been presented with credible, independent, and peer-reviewed scientific and medical studies and reports that provide convincing evidence that pulsed and modulated RFR is bio active and affects all living things over the long term. The Board of Health has received resident testimonies and medical documentation from medical experts confirming illness to residents caused by the proximity of the wireless telecommunication facility to their homes.

In September 2021, A Board of Health member along with the Health Department met with representatives of Verizon Wireless. The Board of Health requested that Verizon enter into a meaningful discussion around finding solutions to the resident's health concerns. The Board of Health offered solutions such as relocating the tower or deactivation of the tower until an investigation can be completed. However, Verizon Wireless representatives did not agree to relocate or deactivate the wireless telecommunication facility.


The Board of Health is responsible for disease prevention and control, for protecting human health and the environment, and for promoting a healthy community. Based upon this responsibility, and the evidence presented of the harm to public health being done by the 877 South Street Cell Tower, the Board of Health voted 4-0 on April 6, 2022 to unanimously issue a cease-and-desist order to Verizon Wireless requiring suspension of the operation of the cell tower.

Thus, as a formal response to the original petition, the Board of Health reports that there is harm being done to the residents in the vicinity of the 877 South Street Cell Tower, that the Board has taken action to protect those residents, and that the Board anticipates it may require legal assistance to defend that action. Specifically, the Board of Health requests the petitioner (City Council) to allocate funds in the event that there is litigation by Verizon, and also place the

City's liability insurer on notice of a possible claim. The Board of Health has done preliminary work in seeking expert legal representation. The Board of Health has identified two attorneys who have extensive experience in environmental law, and who are prepared to enter into a contract to represent the Board of Health with the approval of the City Council.

Enclosed please find proposals for representation by the two attorneys, a tentative budget for representation by the two attorneys (working together), a draft contract, and a copy of the cease-and-desist order issued by the Board on April 11, 2022.

Respectfully submitted

A handwritten signature in cursive script that reads "Roberta Orsi MS RN".

Roberta Orsi
Chair

Brody, Hardoon, Perkins & Kesten, LLP

Attorneys at Law

Richard E. Brody
Laurence E. Hardoon
Samuel Perkins
Leonard H. Kesten
Jocelyn M. Sedney
Jeremy I. Silverfine
Thomas R. Donohue
Gregor A. Pagnini
Evan C. Ouellette
Michael Stefano, Jr.

699 Boylston Street
Boston, Massachusetts 02116
Telephone 617 880 7100 Facsimile 617 880 7171

www.bhpklaw.com

Erica L. Brody
Allison L. O'Connell
Francesca M. Papia

OF COUNSEL
Hon. Paul A. Chernoff (Ret.)
Deidre Brennan Regan
Andrew A. Rainer
Naomi R. Stonberg

April 14, 2022

Proposal for Representation

We are pleased to submit a proposal to serve as counsel for the Pittsfield Board of Health in connection with its issuance of a recent cease and desist order to Verizon, and appreciate the opportunity to familiarize you with the nature of our practice and expertise.

Brody, Hardoon, Perkins & Kesten, LLP is a 16-attorney firm based on Boston that has become one of the leading municipal litigation firms in the state. We pride ourselves on both sound guidance and aggressive representation, and our reputation in trial work helps us resolve issues quickly and effectively. We work diligently to create individual solutions that truly address our clients' legal concerns.

Led by founding partner Leonard Kesten, we have represented dozens of municipalities in the Commonwealth in hundreds of cases involving civil rights claims, land use issues, and personal injury cases. We have also represented numerous municipalities in employment law disputes before the Massachusetts Commission Against Discrimination (MCAD) and the state and federal courts. Since the firm's founding in 1995, our attorneys have regularly represented municipalities in litigation, and have obtained numerous appellate decisions in the area of municipal law. We defend police officers, town administrators and elected and appointed officials, school personnel, and other municipal employees in state and federal court as well as before administrative agencies.

We also have decades of experience representing school systems in public sector management-labor relations, employment law, municipal law and school law. Among other matters, we represent school systems in negotiations and collective bargaining, hiring, disciplining, and discharging employees, discrimination and harassment matters, and we represent management in teacher and student disciplinary hearings.

We also have deep experience in environmental and land use law, including negotiating and drafting zoning changes, advising and representing conservation commissions, and extensive litigation at trial of environmental issues. All of these representations also require expertise in the open meeting law, the public records law, and state ethics requirements, and we stand ready to deploy this experience and expertise on behalf of the Pittsfield Board of Health. We anticipate our work for the City will be carried out by Attorney Andrew Rainer, whose professional CV is attached.

ANDREW A. RAINER



Over the course of his career, Andrew Rainer has served as an Assistant Attorney General, as an Assistant District Attorney, as Counsel to the United States Senate Judiciary Committee, and as an active trial lawyer. He is an AV-rated lawyer who has served as lead counsel in dozens of jury trials, and has helped craft numerous multimillion-dollar settlements. Mr. Rainer brought the first whistleblower suit against a government contractor for fraud on Boston's Big Dig, helping the federal and state governments recover almost \$50 million. He also has over 30 years of experience representing companies, government entities, and individuals in environmental and land use matters.

Mr. Rainer has represented businesses, state and local governments, and individuals in a wide variety of environmental and land use matters, involving --

- oil spills
- hazardous materials and hazardous waste
- groundwater contamination
- air pollution
- landfills
- environmental permitting
- PCBs
- asbestos removal
- lead paint
- infectious diseases
- public and private nuisance

From February 2008 to June 2014, Mr. Rainer served as Chief of the Massachusetts Environmental Strike Force, a cooperative effort of the Massachusetts Attorney General's Office, the Massachusetts Department of Environmental Protection, and Executive Office of Energy and Environmental Affairs, designed to investigate and prosecute the most serious environmental violations. At the Strike Force, Mr. Rainer worked closely with most of the state and federal officials in Massachusetts who enforce the environmental laws, and is therefore well positioned to help a client respond to and resolve environmental enforcement matters.

Mr. Rainer also has a long history of representing property owners, whose properties have suffered a loss in use and property de-valuation as a result of environmental contamination, including:

- Dozens of property owners in Pittsfield, Massachusetts whose properties were contaminated with PCBs
- Hundreds of property owners in Hamden, Connecticut whose properties were contaminated with lead, arsenic and other by-products of gun manufacturing
- A neighborhood in Cape Cod whose drinking water was being polluted by toxic groundwater plumes emanating from the Massachusetts Military Reservation
- The neighbors of a plastics manufacturer in Wilmington, Massachusetts who were evacuated from their homes as a result of toxic fumes from the plant

Education

Mr. Rainer graduated from Princeton University, with honors, in 1979, and obtained his J.D. from New York University Law School in 1982. During law school, Mr. Rainer served as a senior editor of the NYU Law Review, and after graduation served as a law clerk to the Honorable Charles R. Richey of the United States District Court for the District of Columbia.

Prior Experience

Mr. Rainer began his practice in 1983 as an associate with the law firm of Goodwin Procter & Hoar in Boston, where he worked in various aspects of the firm's corporate, bankruptcy and litigation practice. Between 1986 and 1989, Mr. Rainer served as Minority Counsel and then as Counsel to the United States Senate Judiciary Committee in Washington, DC. For the Committee, he worked on legislation involving moneylaundering, forfeiture, and financial privacy, and also assisted in the investigation of nominees to the Supreme Court and the lower federal courts.

In 1989, Mr. Rainer joined the Boston firm of Shapiro Haber & Urmy, LLP, where he developed a substantial practice representing clients in business, consumer, environmental and civil rights cases. Mr. Rainer obtained a series of multi-million dollar settlements in complex commercial fraud cases, in which he represented parties that had been defrauded. He also represented homeowners whose properties had been contaminated in cases involving the Department of Defense, General Electric Company, and several other major corporations.

In 2000, Mr. Rainer became an Assistant District Attorney in the office of Middlesex District Attorney Martha Coakley, where he was given responsibility for developing and prosecuting white collar criminal cases, including credit card fraud, insurance fraud, forgery, embezzlement, and perjury. He served as trial counsel in over twenty jury trials, as well as handling indictments, arraignments, and evidentiary motions in the trial courts of Middlesex County. In 2002, he was honored as Prosecutor of the Year by the International Association of Financial Crime Investigators.

In 2004, Mr. Rainer joined with Mark Roberts and Randy McRoberts to form the firm of McRoberts, Roberts & Rainer, LLP. His practice at the firm ran a broad range of environmental and litigation matters, including large scale corporate and commercial fraud cases, breach of fiduciary duty suits, Superfund cases, and toxic tort litigation. Working together with lawyers in five other states, Mr. Rainer helped negotiate a settlement with 12 soft drink manufacturers to reformulate their products to avoid the formation of benzene, a known carcinogen. In 2007, he was named a Massachusetts Superlawyer, in part for bringing the first whistleblower suit against a contractor for fraud of Boston's Big Dig, and helping the state and federal governments to recover almost \$50 million.

At the beginning of 2008, Mr. Rainer was appointed by Attorney General Coakley to serve as Chief of the Massachusetts Environmental Strike Force, a cooperative prosecution effort of the Attorney General's Office, the Massachusetts Department of Environmental Protection, and the Secretary of Energy and Environmental Affairs, designed to crack down on criminal polluters. He held that position from 2008 through 2014, during which time he led the state's prosecution in the case of Commonwealth v. Springfield Terminal Railways, which resulted in the largest criminal fine after trial in an environmental prosecution in Massachusetts, and was also chief counsel for the Commonwealth in crafting a \$7.5 million settlement in the case of Commonwealth v. Wheelabrator Technologies, Inc.

Since 2014, Mr. Rainer has been Of Counsel to Brody, Hardoon, Perkins & Kesten, LLP and has also served as Litigation Director of the Public Health Advocacy Institute, a non-profit organization that pursues cutting health public health litigation, including successful litigation against the major tobacco companies and soft drink manufacturers.

Mr. Rainer is a member of the bar of:

- Massachusetts
- District of Columbia
- Florida
- United States District Court for the District of Massachusetts
- United States Court of Appeals for the First Circuit
- United States Supreme Court

Professional Affiliations

Boston Bar Association

Elected Member of the BBA Council, 2003-2006
Co-Chair, Administration of Justice Section, 2003-2004
Steering Committee Member, Admin. of Justice Section, 2006-2012
Steering Committee Member, Environmental Law Section, 2008-2014
Co-Chair, Massachusetts Practice and Procedure Committee, 2001-2003
Steering Committee Member, Individual Rights and Responsibilities
Section, 2001-2003
Member of the Task Force on Civility and Professionalism, 2001-02

Massachusetts Bar Foundation

Trustee, 2012- 2015
Fellow, 2002-present

Frank J. Murray Inn of Court

President, 1997-1999
Secretary, 1992-1994
Board Member, 1996-present

Honors

In addition to being named Prosecutor of the Year by the International Association of Financial Crime Investigators, Mr. Rainer has been named Lawyer of the Year by the Frank J. Murray Inn of Court. He has been listed as a Massachusetts "Super Lawyer," and is rated AV Pre-eminent by Martindale-Hubbell, a certification indicating that his peers rank him at the highest levels of professional excellence for both skills and ethics.

Lecturing and Publications

Mr. Rainer has been a regular lecturer on civil litigation and environmental issues, including at programs of the Boston Bar Association, Massachusetts Continuing Legal Education, the American Bar Association, the Social Law Library, the National Association of Attorneys General, the Attorney General's Institute, the Northeast Environmental Enforcement Project, the Western States Enforcement Project, the California District Attorneys Association, and the Federal Law Enforcement Training Center.

He is a co-author with Judge Peter Lauriat, Elaine McChesney and William Gordon of Discovery, Volume 49 of the Massachusetts Practice series.

***Law Office of Robert J. Berg
Robert J. Berg, PLLC
17 Black Birch Lane
Scarsdale, New York 10583
(914) 522-9455
robertbergesq@aol.com***

March 4, 2022

BY E-MAIL

Ms. Roberta Orsi
Chair, City of Pittsfield Board of Health
70 Allen Street
Pittsfield, Massachusetts 01201

Dear Ms. Orsi:

I am honored that you are considering having the City of Pittsfield Board of Health retain me as co-counsel to represent it in connection with the legal issues arising out of the operation of the Verizon macro cell tower, located on the property at 877 South Street, Pittsfield, owned by Farley White South Street LLC ("Farley White").

Background of the Proceedings to Date

The Verizon cell tower was constructed during 2020, and began transmitting wireless radiation in August 2020. The cell tower has been transmitting wireless radiation continuously ever since. Very soon after the Verizon cell tower began transmitting, a significant number of residents of the adjacent "Shacktown" neighborhood developed, for the first time, serious medical problems, including nausea, dizziness, tinnitus, sleep disruption, irritability, headaches, extreme fatigue, brain "fog," difficulty concentrating, heart palpitations, skin rashes, and memory problems, among other symptoms. These symptoms are consistent with a diagnosis in the scientific and medical literature known as Electro-Hypersensitivity ("EHS") or microwave sickness, and arise from pulsed and modulated radio frequency ("RF") radiation. EHS is a spectrum condition, and for some patients, the symptoms become debilitating and severely affect their ability to carry out their daily functions. Others may suffer mild symptoms or none at all.

The neighbors began talking among themselves, and discovered they shared common medical problems which began right after the Verizon cell tower commenced transmitting. Many of the affected residents loosely organized themselves under the leadership of resident Courtney Gilardi, and contacted representatives of the City for help in understanding what was happening and why, and to ask for the City's assistance in remedying what had fast become a serious public health issue. Some of the Shacktown residents' symptoms become so severe that

they have had to move out of their houses and live elsewhere to ameliorate the symptoms. Some sufferers have had to sell their properties and move out of town to protect their health. The Shacktown residents simply want to be able to live in their homes without being bombarded by the wireless radiation from Verizon's adjacent cell tower, and have the environmental conditions restored to what they were before that tower began transmitting in August 2020. They want the tower turned off and removed.

Ms. Gilardi has appeared before the City Council at nearly every meeting since the tower was activated, pleading for relief. The City of Pittsfield Board of Health involved itself early on. For the past 1 ½ years, the Board of Health has thoroughly investigated the matter, researched the medical and scientific literature concerning the effects of wireless radiation on human health, spoken with medical and scientific experts, attended several presentations by leading medical and scientific experts, met with Verizon and its technical and scientific experts, hired its own radio frequency consultant to measure the wireless radiation emissions from the Verizon tower, and discussed the findings of Verizon's radio frequency consultant's study. The Board of Health has received complaints from at least 17 residents who live adjacent to the Verizon cell tower and who report serious health problems the residents attribute directly to the wireless radiation emissions from the tower. All their health issues started only after the tower began transmitting in the Summer 2021.

The Board of Health has also received detailed medical records from three residents of the same household on Alma Street who have suffered severe health issues which began shortly after the Verizon tower began transmitting. The three residents have been examined and treated by Dr. Sharon Goldberg, a physician who is a leading medical expert in the study of electromagnetic hypersensitivity -- the condition she has diagnosed the three residents are suffering from as a proximate result of their wireless radiation exposure from the Verizon cell tower. Very significantly, Dr. Goldberg has prepared expert reports for each of the three residents in which she concludes: "[b]ased on a reasonable degree of medical certainty, it is my opinion that [the patient] suffers from EHS microwave syndrome triggered by the activation of the 877 South Street cell tower."

The Board of Health has conducted a rigorous investigation and analysis of the effects of the operation of Verizon's 877 South Street cell tower on the health of certain residents of the adjacent Shacktown neighborhood. The Board of Health has conducted several public hearings on the matter, accepting public comment and hearing from Verizon, its experts and consultants, and affected residents. Following its extensive review of the substantive evidentiary record, and a fulsome "on the record" discussion in open public session, on February 2, 2022, the Board of Health voted to issue a conditional Cease and Desist Order, finding that Verizon's cell tower is a public nuisance, a cause of sickness, and a trade which may result in a nuisance or be dangerous to public health. The Order would provide Verizon and the landowner, Farley White, with seven days from the date of the Order to request a hearing to show cause why the Board of Health should not issue an order requiring cessation of operation of the cell tower pursuant to the Board's statutory and historical police power to protect its citizens from injury and harm. In the event that Verizon and/or Farley White fail to timely request the hearing, the Order requiring

Verizon and Farley White to abate and eliminate the public nuisance would be effective within seven days of the expiration of the deadline to request the hearing.

On February 23, 2022, the Board of Health held another public meeting to discuss the Cease and Desist Order. After accepting additional public comment from affected residents who recounted their personal medical suffering from the tower's wireless radiation transmissions, the Board once again discussed publicly the issuance of the Cease and Desist Order. The Board members explained that since the February 2, 2022 Board meeting, Verizon communicated with the Board that it will not shut down or move its cell tower at 877 South Street. Accordingly, the Board voted again to issue the Cease and Desist Order forthwith, and then moved into Executive Session to continue discussions with legal counsel.

How I can Help the Pittsfield Board of Health as Co-Counsel

In our telephone conversation Thursday afternoon, you advised me that Stephen Pagnotta, Pittsfield's City Solicitor, has told you that he does not have sufficient experience in telecommunications law to represent the Board of Health in connection with any legal matters in connection with the Cease and Desist Order against Verizon regarding the 877 South Street cell tower. You asked me if I have interest in providing legal counsel to the Board of Health in this matter, and I stated that I would be especially pleased to do so as a co-counsel working with a qualified Massachusetts-licensed attorney. As I stated the other night, I am a member of the New York and New Jersey bars, as well as numerous federal district court and appellate bars, but I am not admitted in Massachusetts. I have, however, been admitted to practice in numerous federal court cases in the District of Massachusetts *pro hac vice* over my four decades of practice. I see no problem working alongside a Massachusetts-barred attorney, and expect to be admitted in any relevant court in federal or State court in Massachusetts *pro hac vice* without issue.

Before turning to my telecommunications law experience, I will first set forth my background. I am no stranger to Western Massachusetts, since I spent four years attending Amherst College, from which I graduated *cum laude* in 1979 with a B.A. degree in economics and psychology. I then attended the University of Chicago Law School and the University of Chicago Graduate School of Business, where I received my J.D. degree and my M.B.A. degree in June 1983. I have been practicing law for 39 years now.

I first worked as an Associate in the New York offices of Skadden Arps, where I specialized in antitrust law and litigation. I then moved to the New York office of another major international law firm, LeBoeuf, Lamb, Leiby & MacRae, later known as Dewey & LeBoeuf, where I was a litigator, mainly representing large corporations. I represented a Canadian asbestos mining company for several years as national coordinating counsel in over 100 complex property damage cases nationwide, gaining significant experience in toxic tort/environmental litigation.

After defending large corporations for 7 years, I jumped to the plaintiffs' side, and for more than 30 years, I have represented consumers and shareholders in complex class actions all across the nation. I have worked at several plaintiffs' firms in New York and New Jersey over this period, and I continue my consumer class action practice as a partner of the White Plains, New York law firm of Denlea & Carton LLP. See www.denleacarton.com.

My Experience in Wireless Telecommunications Law

Over the past several years, I have developed a wireless telecommunications law practice which I conduct through the Law Office of Robert J. Berg PLLC. My wireless telecom practice arose entirely because of the work of my daughter, Zoe Berg, as the Project Manager at Americans for Responsible Technology ("ART"), a public advocacy organization that she helped form after graduating from Barnard College in 2018. ART supports the safe deployment of wireless technology and the preservation of local government control regarding the placement of cell towers and wireless facilities. Zoe built up ART's Facebook presence from zero to 250,000 followers, and ART has become a leading nationwide clearinghouse for and coalition of safe wireless advocacy groups. Through my daughter's prodigious advocacy efforts, many individuals and advocacy groups have contacted me for legal advice when wireless telecommunications facilities are constructed or proposed in their municipalities, especially in close proximity to their residences. I have also been asked on numerous occasions to review and improve municipalities' wireless telecommunications' ordinances to maximize local control over their placement consistent with State and federal law. Below are some of the matters I am currently handling or have recently concluded:

I currently serve as co-lead counsel in proceedings before the Tahoe Regional Planning Agency (TRPA), a Congressionally-created agency that regulates development in the Lake Tahoe Basin of California and Nevada pursuant to a federal mandate to preserve the pristine environment of this national treasure. Verizon is planning on constructing a 120 foot tall monopine cell tower in the middle of a densely populated residential neighborhood on a ridge near the base of the Heavenly Valley ski resort. Verizon has received a permit from the City of South Lake Tahoe, over the objections of many residents, and has received a permit from TRPA staff which the TRPA Hearing Officer has approved. We have appealed to the TRPA Board of Governors, and the hearing on the appeal will take place later this month. Our appeal is based on the failure of TRPA to conduct any environmental impact analysis of the human health impacts and the environmental impacts of the construction and operation of Verizon's monopine cell tower in this sensitive mountain environment. At the same time, we have presently pending a federal lawsuit against Verizon, the landowner of the site on which the tower is proposed, and TRPA in the United States District Court for the Eastern District of California, *Eisenstecken, et al. v. TRPA, et al.*, challenging Verizon's proposed tower based on multiple federal and state law counts. This is a landmark lawsuit raising many first impression questions of law and fact regarding the unfettered deployment of wireless facilities in pristine protected environments. One of the clients I am representing in the lawsuit and in the TRPA administrative appeal is the Environmental Health Trust whose Director, Theodora Scarato, has presented several times to the Pittsfield Board of Health.

I also serve as counsel for Environmental Health Trust in the remand of the *Environmental Health Trust v. FCC* action in which the D.C. Circuit Court of Appeals last August, in a decisive victory for EHT, held that the FCC acted arbitrarily and capriciously in ruling that its 1996 emissions guidelines did not require updating. The Court of Appeals ordered the case remanded to the FCC for further proceedings consistent with its opinion, and I am EHT's attorney of record in those proceedings.

Last year, I assisted a number of residents of the City of Sylvania, Ohio who objected to Verizon's proposed placement of a 125 foot tall macro cell tower on the Northview High School campus. The public school district had entered into a lease agreement with Verizon and Tarpon Towers for this tower, but a City permit was required. The City Planning Department authorized the permit. I provided extensive written public comment and testimony at the public hearing before the Zoning and Annexation Committee of the City Council opposing the tower and at the subsequent City Council public hearing. I helped the residents organize and present their opposition to the tower. The members of the City Council voted unanimously to deny the permit. Verizon and Tarpon Towers have since sued the City in federal court, challenging the denial of the permit under the Telecommunications Act.

In December 2022, I represented a property owner in Truckee, California who discovered that AT&T was seeking to install wireless antennas on top of a water tower on a property owned by the municipal utility directly adjacent to my client's vacation house in a private homeowners' association. After analyzing the homeowners' association by-laws, the zoning map, the land ownership records, and the local zoning code, I determined that the municipal utility was precluded by the zoning code and the homeowners' association by-laws from locating commercial wireless telecommunications facilities on its water tank at that site. After writing the utility's General Counsel an explanatory letter, the General Counsel agreed that the utility was not entitled to place AT&T's proposed antennas on the water tank, and so advised AT&T.

I am currently representing a property owner in the Town of Saugerties, New York who opposes Verizon's proposed 145 foot tall cell tower which would be situated in a neighboring lot a few hundred feet from the dog training facility she is constructing in the town's light office/industrial zone ("OLI"). The town Zoning Board of Appeals ("ZBA") had suggested that Verizon seek a site in the OLI after the ZBA indicated that it would likely not approve a zoning variance at Verizon's first choice site at a firehouse in a residential zone. I was retained last April when the ZBA began analyzing Verizon's application for area variances at the site in the OLI district. I vigorously challenged the veracity of Verizon's consulting reports, visual studies, alternative site analyses, environmental analysis, and legal analysis at several hearings and in numerous evidentiary and legal submissions to the ZBA and the Planning Board. In early January 2022, after several public hearings and extensive review, the ZBA issued a lengthy written decision rejecting Verizon's application for the area variance at the site in the OLI. The ZBA reopened the public hearing on Verizon's application for area and use variances at the initial firehouse site, and scheduled a follow-on public hearing for next week. But on February 2, 2022, Verizon and its partner, Tarpon Towers, prematurely sued the Town and the ZBA in

federal court, contending that they have been denied the area variance in violation of the Telecommunications Act. I expect the federal district court to uphold the ZBA's well-substantiated written decision.

I provide guidance to municipalities which are overhauling and updating their local wireless ordinances. Scarsdale, New York, the Village in which I reside, spent the last six months of 2021 revising its wireless ordinance. I provided many comments, suggestions, and revisions to the proposed ordinance, many of which were adopted by the Village Board and have been incorporated into the final code which became effective earlier this year.

I am presently challenging the City of New Orleans' practice of rubber-stamping approvals of telecom replacements of wooden utility poles in the public right of way in residential neighborhoods with taller wooden utility poles laden with wireless telecommunications facilities at the top. The City of New Orleans municipal code fails to require that any notice be provided to abutting or neighboring properties, and the City staff are instructed to approve the permit requests without requiring documentation from the telecoms that the particular wireless facility is needed to close a significant gap in coverage and is the least intrusive alternative, despite Code requirements of clear and convincing evidence supporting such findings.

I am working with a California public advocacy group to challenge two proposed Los Angeles County ordinances which would fast track the deployment of 5G wireless facilities in the public rights of way and along public highways without notice and by ministerial review by the County Planning Department and the Highway Department.

My Involvement in the Verizon 877 South Street Cell Tower Matter

As I stated publicly the other night, I do not represent any party in connection with Verizon's cell tower located at 877 South Street. However, shortly after the Verizon cell tower became operational and Shaktown residents began suffering health problems, my daughter and Courtney Gilardi made contact, and my daughter provided information to Ms. Gilardi. Sometime thereafter, my daughter introduced me to Ms. Gilardi by telephone, and I learned about the situation taking place in Pittsfield regarding the Verizon tower. I periodically have spoken with Ms. Gilardi about developments in the abutter litigation, the Board of Health investigation, and the medical and scientific literature about the health effects of human exposure to wireless radiation. As you know, Ms. Gilardi has asked me on several occasions to participate on informational panels, along with physicians, scientists, and public advocates to explain the non-industry side of the story – i.e., the public and personal health dangers of wireless radiation exposure and the legal avenues available to address such dangers. I have participated on these panels, and have offered my assistance to the Pittsfield Board of Health.

Finally, you advised me that you have reached out to attorney Andrew Rainer of the Boston law firm of Brody Hardoon Perkins & Kesten LLP as your Massachusetts attorney of choice to represent the Board of Health in this matter. You told me that you worked with Mr.

Rainer a number of years ago in connection with the General Electric PCB dumping in Pittsfield. I researched Mr. Rainer and his background on the web. He seems to be a terrific choice, with an outstanding background and qualifications. While I don't know Mr. Rainer personally, many years ago, I worked extensively with one of the partners of one of the firms with which Mr. Rainer was associated. Mr. Rainer and I appear to be contemporaries. I would be delighted to speak with him this weekend or early next week about the possibility of working together.

I am always available to respond to your questions or concerns. Thanks so much for considering me for this representation.

All my best,

/s/ Robert J. Berg
Robert J. Berg

Anticipated Budget for Legal Services
for Pittsfield Board of Health
by Robert Berg and Brody, Hardoon, Perkins & Kesten, LLP

Representation of and advice to Board of Health at at further hearing, if hearing is requested by Verizon (30 hours)	\$12,000
Representation of Board of Health in negotiations to resolved matter, if Verizon agrees to same (30 hours)	\$12,000
Representation of Board of Health in litigation challenging issuance of cease & desist order, if matter not negotiated (150 hours, if matter not negotiated)	\$60,000
Not to exceed total:	<hr/> \$84,000

Mr. Berg's normal billing rate is currently \$650/hour. However, given the great public importance of this matter and the fact that the Board of Health, a municipal government department, will be the client, Mr. Berg will be pleased to lower his billing rate for this matter to a special discounted rate of \$400/hour. Mr. Rainer's normal billing rate is currently \$750/hour. Like Mr. Berg, Mr. Rainer will be pleased to lower his billing rate for this matter to a special discounted rate of \$400/hour. Mr. Rainer may, from time to time, as appropriate, utilize other attorneys or professional staff employed by his firm to perform necessary work, and they will charge special hourly rates discounted from their normal billing rates at the same discounted percentage as used by Mr. Berg and Mr. Rainer.

The attorneys anticipate that, if Verizon is unwilling to reach a negotiated resolution, it could bring litigation in a number of different forums. The \$60,000 estimate set forth above is based on a challenge to the Board's cease-and-desist order brought in the Massachusetts trial court. If Verizon were to bring suit in federal court, or in another forum, the Board may need to present a revised budget, and will, in any event, return to the Council before incurring any other or different expenses from those set forth above.

PERSONAL SERVICES AGREEMENT

This Agreement is entered into this ___ day of April, 2022 by and between Attorney Robert Berg, of Scarsdale, New York, and Brody Hardoon Perkins & Kesten LLP, of Boston, Massachusetts (hereinafter, "Contractors") and the City of Pittsfield, through its Health Department (hereinafter, the "City").

WHEREAS, the City desires the personal services of the Contractors to perform legal services in connection with a Cease & Desist Order issued by the Board of Health to Verizon.

WHEREAS, the Contractors desire to provide said services to the City as hereinafter set forth;

WHEREAS, the City has complied with the public bidding procedures, as set forth in M.G.L. chapter 30B;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Services. The Contractors shall do, perform, and carry out in a satisfactory and proper manner the following:

Provide legal advice and services to the Board of Health at any hearing that may be requested by Verizon or in defense of any suit that may be filed by Verizon arising out of the Cease & Desist Order.

2. Time of Performance. The services under this Agreement are to be performed during the period of **April 1, 2022 through June 30, 2022**, or such extended period as the City may request.
3. Compensation and Method of Payment. The compensation for services rendered under this Agreement is FOUR HUNDRED DOLLARS AND NO CENTS (\$400.00) PER HOUR. The Contractors are required to provide invoices for services rendered promptly every 4th Friday of each month to OFFICE MANAGER. The invoice should consist of a description of the work performed by the Contractors for the City and the hours and dates worked. The City's obligation under this Agreement is limited to funds appropriated by the City Council and/or by HEALTH DEPARTMENT. This Agreement may terminate upon notice to the Contractors at such time as the funding is either no longer available or limited or the City determines that the services are no longer necessary.
4. Termination of Agreement for Cause. If, through any cause, the Contractors shall fail to fulfill in a timely and proper manner their obligations under this Agreement, or shall violate any of the covenants or stipulations of this Agreement, the City shall thereupon have the right to immediately terminate this Agreement by giving written notice to the Contractors of such termination and specifying the effective date thereof.

5. Termination of Agreement for Convenience. The City may terminate this Agreement for convenience at any time by giving notice in writing from the City to the Contractors. If the Agreement is terminated by the City as provided under this paragraph, the Contractors will be paid for those services actually performed prior to his or her receipt of the City's termination notice.
6. Independent Contractor.
 - a. The Contractors are not employees or agents of the City, but independent contractors. No rights or benefits of an employee shall accrue or be vested in the Contractors under any personnel policies or benefit plans maintained by the City for the benefit of its employees. The Contractors shall not be entitled to any payment from the City in the nature of benefits under the Workers' Compensation Act for any accident, illness, or event occurring in or relating to or arising out of the performance of the services by the Contractors in accordance with this Agreement.
 - b. Neither federal, nor state income tax, nor payroll tax of any kind will be withheld or paid by the City on behalf of the Contractors.
7. Reports, Data, Etc.
 - a. Materials produced in whole or in part under this Agreement shall not be subject to copyright, except by the City, in the United States or in any other country. The City or its duly authorized representatives have unrestricted authority to, without payment of any royalty, commission, or additional fee or any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Agreement.
 - a. All data, reports, programs, software, equipment, plans, drawings, and any other documentation or product paid for under this Agreement shall vest in the City at the termination of this Agreement. The Contractors shall at all times obtain the prior written approval of the City before he or she, either during or after termination of the Agreement, makes any statement bearing on the work performed or data collected under this Agreement to the press or issues any material for publication through any medium of communication.
8. Audit, Inspection, Etc.
 - a. At any time during normal business hours, and as often as the City may deem it necessary, there shall be made available by the Contractors for the purpose of audit, examination, and/or to make excerpts or transcripts, all records, contracts, invoices,

materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, subject to such restrictions on inspection as may be necessary in order to protect the attorney-client privilege and the work product privilege, or any other privilege or protection.

- b. For a period of three (3) years after final payment pursuant to this Agreement, the Contractor shall make his or her work papers, records and other evidence of audit available to the City or its duly authorized representatives, again subject to the such restrictions as may be needed in order to protect privileges. The City shall be entitled to reproduce any or all such documents at its own expense, for which provision shall be made at the time the need for reproduction arises.
9. Non-Discrimination/Equal Employment. The Contractors shall carry out the obligations of this Agreement in compliance with all of the requirements imposed by or pursuant to Federal, State, and local ordinances, statutes, rules, and regulations prohibiting discrimination in employment, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973, and M.G.L. c. 151B, Massachusetts Executive Order 74, as amended by Executive Orders 116, 143, and 227, and any other executive orders, rules, regulations, and requirements relating thereto enacted by the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation.
10. Conflict of Interest. Both the City and the Contractors stipulate to the applicability of the State Conflict of Interest Law (General Laws Chapter 268A), and this Agreement expressly prohibits any activity, which shall constitute a violation of that law. The Contractors shall be deemed to have investigated its applicability to the performance of this Agreement; and by executing the Agreement, the Contractors certify to the City, under the pains and penalties of perjury, that neither he or she nor his or her agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.
11. Other Certifications. The Contractor certifies, under the pains and penalties of perjury, that:
 - a. pursuant to M.G.L. c. 62C, §49A, he or she has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes;
 - b. pursuant to M.G.L. c. 151A, §19A, he or she has complied with all the laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Employment Security System;

- c. he or she is not presently debarred or suspended from providing goods and/or services to the City under the provisions of M.G.L. c. 29, §29F, or an other applicable debarment or suspension provision of any other chapter of the General Laws or federal law, or any rule or regulation promulgated thereunder;
 - d. pursuant to the provisions of M.G.L. c. 7A, §6, the following persons have a financial interest in this Agreement: Robert Berg and Andrew Rainer; and
 - e. he or she has paid all real estate, personal property or excise tax, water charges, fines or any other municipal lien charges due to the City.
12. No Privity of Contract between City and other Parties. Nothing contained in this Agreement shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractors absent a written agreement signed by all parties, including the Mayor of the City.
13. Governing Law; Effect. This Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts, and shall have the effect of a sealed instrument.
14. Liability of Public Officials. To the full extent permitted by law, no official, employee, agent, or representative of the City shall be individually or personally liable on any obligation of the City under this Agreement.
15. Contractors' Breach and City's Remedies. Failure of the Contractors to comply with any of the terms or conditions of this Agreement shall be deemed a material breach of this Agreement, and the City shall have all of the rights and remedies provided in the Agreement documents, the right to cancel, terminate or suspend the Agreement in whole or in part, the right to maintain any and all actions in law or equity or other proceedings with respect to a breach of this Agreement, including damages and specific performance, and the right to select among the remedies available to it by all of the above.
17. Assignability. The Contractors shall not assign or transfer any interest in this Agreement whether by assignment or novation.
18. Compliance with Laws. The Contractors shall fully comply with all existing and future federal, state, and municipal laws and regulations.
19. Severability. If any court or body of competent jurisdiction holds any provision of this Agreement invalid, the remainder of this Agreement shall remain in full force and effect.

20. Headings. The section headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.
21. Amendments. This Agreement may be amended or modified only by written instrument duly executed by the parties.
22. Complete Agreement. This Agreement constitutes the entire agreement between the parties with no agreements other than those incorporated herein.

IN WITNESS WHEREOF, the City and the Contractors have executed this Agreement as of the date first above written.

INDEPENDENT CONTRACTOR

CITY OF PITTSFIELD

By: _____
Signature of Contractor

By: _____
, Mayor

Attorney Robert Berg
Name of Contractor

By: _____
, Health Department Head

Scarsdale, NY
Address of Contractor

By: _____
, Purchasing Agent

Contractor SS#

Certified as to Form and Legality:

Brody Hardoon Perkins & Kesten, LLP
Name of Contractor

By: _____
, City Attorney

Boston, Massachusetts
Address of Contractor

Contractor SS#

CITY OF PITTSFIELD
ATTESTATION OF FUNDS

CONTRACTUAL SERVICES: to perform legal services for the Board of Health

CONTRACT AMOUNT: FOUR HUNDRED AND NO CENTS (\$400.00) PER HOUR NOT TO EXCEED EIGHTY-FOUR THOUSAND DOLLARS (\$84,000.00)

APPROPRIATION NUMBER:

, City Accountant

The contract amount will be the **TOTAL AMOUNT** paid by the CITY for the completion of the above named project. Any other amounts for this contract over and above the contract amount and/or the amount appropriated as above attested must be approved by the CITY and its authorized agents in advance, and amounts over and above the original appropriation as above attested are also subject to further appropriation by the Mayor and the CITY Council of the CITY of Pittsfield.

In any estimated amounts of materials to be supplied by the CONTRACTOR in the performance of the terms of this Contract, the CITY makes the best good faith estimate of the quantities. The cost of any materials to be supplied to the CITY in fulfillment of the terms of this Contract in excess of the CONTRACT AMOUNT and/or the appropriated amount attested above must be approved by the CITY and its authorized agents in advance, and amounts over and above the original appropriation as above attested are also subject to further appropriation by the Mayor and the CITY Council of the CITY of Pittsfield.

**THE PROVISIONS OF THIS ATTESTATION APPLY ESPECIALLY TO
CONTRACTS, WHICH HAVE PERFORMANCE COMPLETION BEYOND THE
CURRENT FISCAL YEAR OF THE CITY OF PITTSFIELD.**

The CITY of Pittsfield shall not be held liable for failure of the Mayor or the CITY Council to appropriate funds in excess of the original amount appropriated as above attested, nor shall the CITY be held liable for a failure of the CITY and its authorized agents to approve an amendment of the contract amount.



PITTSFIELD BOARD OF HEALTH

Roberta Orsi, MS, RN, CCP, Chairperson

Kimberly Loring, PMHNP-BC ~ Steve Smith, MA ~ Brad Gordon, JD ~ Jeffrey A. Leppo, MD

April 11, 2022

Pittsfield Cellular Telephone Company
d/b/a Verizon Wireless
99 East River Drive
East Hartford, CT 06108
Att: Attorney Ellen W. Freyman

Pittsfield Cellular Telephone Company
d/b/a Verizon Wireless
Mark J. Esposito, Esq.
Shatz, Schwartz & Fentin, P.C.
1441 Main Street, Suite 1100
Springfield, MA 01103

Farley White South Street, LLC
Att: Roger W. Altreuter, Manager
155 Federal Street, 18th Floor
Boston, MA 02110

EMERGENCY ORDER

REQUIRING THAT PITTSFIELD CELLULAR TELEPHONE COMPANY, D/B/A VERIZON WIRELESS, AND FARLEY WHITE SOUTH STREET, LLC, SHOW CAUSE WHY THE PITTSFIELD BOARD OF HEALTH SHOULD NOT ISSUE A CEASE AND DESIST ORDER ABATING A NUISANCE AT 877 SOUTH STREET ARISING FROM THE OPERATION OF A VERIZON WIRELESS CELL TOWER THEREON AND CONSTITUTING IMMEDIATE ORDER OF DISCONTINUANCE AND ABATEMENT IF NO HEARING IS REQUESTED

Pursuant to, *inter alia*, MGL 111 ss 122-125, 127-127I, 130, 143-144, 146-150, and State Sanitary Code 410.750, 410.831-832, 410.850-.960, the Board of Health deems the following actions necessary to protect the public health in the City of Pittsfield, State of Massachusetts.

Whereas, Verizon Wireless has constructed and operates a wireless telecommunications facility, a cell tower (the "facility"), located at 877 South Street, Pittsfield, Massachusetts, on property Verizon Wireless leases from owner Farley White South Street LLC. The Verizon Wireless facility was activated in August, 2020, and has been operating continuously since that date.

Whereas, soon after the facility was activated and began transmitting, the City started to receive reports of illness and negative health symptoms from residents living nearby the facility, and in particular, from residents living in the so-called "Shacktown" neighborhood. The negative health symptoms the affected residents have reported include complaints of headaches, sleep problems, heart palpitations, tinnitus (ringing in the ears), dizziness, nausea, skin rashes, and memory and cognitive problems, among other medical complaints.

Whereas, as further documented below, the neurological and dermatological symptoms experienced by the residents are consistent with those described in the peer-reviewed scientific and medical literature as being associated with exposure to pulsed and modulated Radio Frequency ("RF") radiation, including RF from cell towers.

Whereas, those symptoms are sometimes referenced in the scientific and medical literature as electromagnetic sensitivity, also known as Electro-Hypersensitivity ("EHS"), Microwave Sickness, or Radiation Sickness. All these names describe a syndrome where the afflicted develop one or more

recognized symptoms as a result of pulsed and modulated RF radiation ("RFR"). EHS is a spectrum condition. For some, the symptoms can become debilitating, and severely affect their ability to function.

Whereas, the federal government has officially recognized this syndrome in various ways. For example, in 2002, the "Access Board," an independent federal agency responsible for publishing Accessibility Guidelines used by the U.S. Department of Justice to enforce the Americans with Disabilities Act ("ADA"), recognized that "electromagnetic sensitivities may be considered disabilities under the ADA."¹ The Access Board contracted for the publication of the National Institute of Building Sciences 2005 report, which concludes that radiofrequency/electromagnetic frequency (RF/EMF) radiation is an "access barrier," and can render buildings "inaccessible" to those with electromagnetic sensitivity. The report recommends accessibility guidelines.² For ADA Title I purposes, the U.S. Department of Labor's Office of Disability Employment Policy has issued guidelines for accommodations; these guidelines emphasize exposure avoidance and list as a resource, the EMF Medical Conference 2021 which trains medical doctors on the issue of electromagnetic radiation and health.^{3 4}

Whereas, The Centers for Disease Control's 2022 Classification of Diseases Codes Clinical Modification and Procedural Classification System implements the International Classification of Diseases, 10th Revision, Clinical Modification (ICD-10-CM). The "diagnosis code" for Radiation Sickness" is "T66."⁵ The "injury" code for "Exposure to Other Nonionizing Radiation" is "W90."⁶ These codes cover electro-sensitivity along with other RF exposure-related injuries and maladies.

Whereas, the Health Board does not administer disability laws, but the foregoing authority strongly confirms that RF/EMF – even if emitted at levels within the FCC emissions guidelines – can be injurious to health or cause common injury to that significant portion of the public who are electromagnetic sensitive. Stated differently, pulsed and modulated RF can constitute a "public nuisance" or a "cause of sickness," and can constitute a trade which may result in a nuisance or be dangerous to the public health for purposes of G.L. ch. 111 ss 122-125, 127B, 127C, 143-150, and 152.

Whereas, the federal government's recognition that pulsed RF can directly cause harm to at least certain individuals or create an access barrier means that for the purposes of Massachusetts law, RF/EMF may effectively render certain dwellings Unfit for Human Habitation or constitute a Condition Which May Endanger or Materially Impair the Health or Safety and Well-Being of an Occupant as defined in State Sanitary Code 410.020 and 410.750(P).

Whereas, Verizon Wireless 877 South Street wireless facility is not itself a dwelling unit, but the Sanitary Code and other Massachusetts law allow the Health Board to act as necessary to ensure that

¹ U.S. Access Board. (n.d.). *Indoor Environmental Quality*. U.S. Access Board - Introduction. Retrieved March 31, 2022, from <https://www.access-board.gov/research/building/indoor-environmental-quality/>.

² *IEQ Indoor Environmental Quality Project (IEQ)*. (n.d.). National Institute of Building Sciences (NIBS), The Architectural and Transportation Barriers Compliance Board (Access Board). <https://www.access-board.gov/files/research/IEQ-Report.pdf>.

³ U.S. Department of Labor Office of Disability Employment Policy *Accommodations Webpage*; Job Accommodation Network: *Accommodation and Compliance: Electrical Sensitivity and Accommodation and Compliance Series: Employees with Electrical Sensitivity Publication Downloads*.

⁴ EMF – Medical Conference 2021 Continuing Medical Education for physicians and health professionals. Several experts who presented to the Board and provided information also presented at the EMF Medical conference including Sharon Goldberg MD, Magda Havas PhD, Paul Héroux, PhD, Cindy Russell MD, Sheena Symington, B.Sc., M.A., Cecelia Doucette, and Theodora Scarato, MSW.

⁵ *2022 ICD-10-CM Diagnosis Code T66: Radiation sickness, unspecified*. (n.d.). Retrieved March 31, 2022, from <https://www.icd10data.com/ICD10CM/Codes/S00-T88/T66-T78/T66-T66>.

⁶ *W90—ICD-10 Code for Exposure to other nonionizing radiation—Non-billable*. (n.d.). ICD-10 Data and Code Lookup. Retrieved March 31, 2022, from <https://icd10coded.com/cm/W90/>.

activity or operations in a non-dwelling building, structure, or facility do not contribute to conditions that impact occupants of a dwelling to the point they render a dwelling unfit for habitation for purposes of Sanitary Code 410.831.

Whereas, the Health Board has been presented with credible, independent, and peer-reviewed scientific and medical studies and reports that provide convincing evidence that pulsed and modulated RFR is bio-active and affects all living things over the long term. RFR can and does also cause more immediate harm and injury to human beings. The Health Board has also received strong evidence that the Verizon Wireless 877 South Street wireless facility is presently causing such harm and injury to numerous residents in the adjacent neighborhood.

Whereas, City of Pittsfield residents have submitted to the Health Board over 11,000 pages of evidence of studies, reports, and scientific and medical experts' opinion about the dangers to human health and the environment caused by exposure to wireless radiation.⁷ The Health Board also has heard testimony from medical professionals who directly treat patients injured by RF/EMF as well as testimony from scientific experts. The Board has been presented with personal testimony from many of the City of Pittsfield residents who have been personally harmed by pulsed and modulated RF radiation transmitted from the Verizon Wireless 877 South Street wireless facility's operations. *Specifically, but without limitation, the Health Board bases its conclusions, findings, and actions on all the scientific, medical, and personal evidence that has been submitted, but provides this general summary:*

1. The evidence presented to the Board includes well over one thousand peer-reviewed scientific and medical studies which consistently find that pulsed and modulated RFR has bio-effects and can lead to short- and long-term adverse health effects in humans, either directly or by aggravating other existing medical conditions. Credible, independent peer-reviewed scientific and medical studies show profoundly deleterious effects on human health, including but not limited to: neurological and dermatological effects; increased risk of cancer and brain tumors; DNA damage; oxidative stress; immune dysfunction; cognitive processing effects; altered brain development, sleep and memory disturbances, ADHD, abnormal behavior, sperm dysfunction, and damage to the blood-brain barrier.⁸
2. Peer-reviewed studies have demonstrated that pulsed and modulated RFR can cause the symptoms suffered by and personally attested to by City of Pittsfield's residents, including studies showing that these symptoms can develop as a result of exposure to cell towers specifically.
3. The symptoms described by City of Pittsfield's residents are often referred to in the scientific and medical literature as "electrosensitivity." The record evidence shows that exposure to pulsed and modulated RFR within the emission limits authorized by the FCC can cause the

⁷ Environmental Health Trust et al. v. FCC Key Documents [Volume 1, Volume 3, Volume 4, Volume 5, Volume 6, Volume 7, Volume 8, Volume 9, Volume 10, Volume 11, Volume 12, Volume 13, Volume 14, Volume 15, Volume 16, Volume 17, Volume 18, Volume 19, Volume 20, Volume 21, Volume 22, Volume 23, Volume 24; Volume 25, Volume 26, Volume 27](https://ehtrust.org/environmental-health-trust-et-al-v-fcc-key-documents/) <https://ehtrust.org/environmental-health-trust-et-al-v-fcc-key-documents/>.

⁸ The California Medical Association Wireless Resolution. (2015, March 9). *Environmental Health Trust*. <https://ehtrust.org/the-california-medical-association-wireless-resolution/>; bioadmin. (n.d.). Conclusions—BIOINITIATIVE 2012—CONCLUSIONS Table 1-1. *The BioInitiative Report*. Retrieved March 19, 2022, from <https://bioinitiative.org/conclusions/>; bioadmin. (n.d.). Table of Contents. *The BioInitiative Report*. Retrieved March 19, 2022, from <https://bioinitiative.org/table-of-contents/>; EMFscientist.org—International EMF Scientist Appeal. (n.d.). Retrieved March 19, 2022, from <https://www.emfscientist.org/index.php/emf-scientist-appeal>.

symptoms, injuries, and mechanisms of harm associated with electrosensitivity and exhibited by the residents near the facility.⁹

4. Electrosensitivity describes a constellation of mainly neurological symptoms that occur as a result of exposure to pulsed and modulated RFR. The symptoms described in the scientific and medical literature include headaches, sleep problems, heart palpitations, ringing in the ears, dizziness, nausea, skin rashes, memory, and cognitive problems, among others. According to the evidence, exposure avoidance is the only effective management.

5. There are diagnosis guidelines. The European Academy of Environmental Medicine (EUROPAEM) published the “*EUROPAEM EMF Guideline 2016 for the prevention, diagnosis and treatment of EMF-related health problems and illnesses*.”¹⁰ These peer-reviewed guidelines cite 235 scientific references for symptoms, physiological damage, and mechanisms of harm. These guidelines have been used by doctors in the U.S. and throughout the world. Dr. Sharon Goldberg, MD, who diagnosed three City of Pittsfield residents with electro-sensitivity following their continuous exposure to the Verizon Wireless 877 South Street wireless facility, uses these guidelines. Dr. Goldberg has provided this Board with documentation and supporting information on the injuries suffered by these three Shacktown residents which Dr. Goldberg has opined to a reasonable degree of medical certainty have been caused by their exposure to the wireless radiation being emitted by this facility.

6. The recent U.S. government reports regarding the “mystery illness” of U.S. diplomats in Cuba, China, Austria, and elsewhere provide further support that pulsed RF can cause injury similar to that suffered by Shacktown residents. In December 2020, the National Academy of Sciences, Engineering, and Medicine (NAS) concluded¹¹ that the diplomats’ “mystery illness” is likely caused by pulsed RF. Prof. Beatrice Golomb, MD, PhD, 2018, wrote the first paper analyzing the science and showed that pulsed RFR is the likely cause of the symptoms suffered by some US diplomats in Cuba and China.¹² Her analysis relies on government studies as well as studies on commercial wireless devices and technology, and demonstrates how the diplomats’ symptoms can result from pulsed RFR exposure. Dr. Golomb concluded that the diplomats likely suffer from electrosensitivity (which she refers to as “Microwave Illness”). Most recently, on February 1, 2022, the federal government published a report adopting the conclusion of the NAS, finding that pulsed RFR is likely the cause of the diplomats’ sickness.¹³

⁹ Belyaev, I., Dean, A., Eger, H., Hubmann, G., Jandrisovits, R., Kern, M., Kundi, M., Moshhammer, H., Lercher, P., Müller, K., Oberfeld, G., Ohnsorge, P., Pelzmann, P., Scheingraber, C., & Thill, R. (2016). *EUROPAEM EMF Guideline 2016 for the prevention, diagnosis and treatment of EMF-related health problems and illnesses*. *Reviews on Environmental Health*, 31(3), 363–397. <https://doi.org/10.1515/reveh-2016-0011> ; Bray, R. (n.d.). *Electromagnetic Hypersensitivity*. 81. <https://maisonsaine.ca/uploads/2016/09/ehs-bray-13-08-2016.pdf>.

¹⁰ Belyaev, I., Dean, A., Eger, H., Hubmann, G., Jandrisovits, R., Kern, M., Kundi, M., Moshhammer, H., Lercher, P., Müller, K., Oberfeld, G., Ohnsorge, P., Pelzmann, P., Scheingraber, C., & Thill, R. (2016). *EUROPAEM EMF Guideline 2016 for the prevention, diagnosis and treatment of EMF-related health problems and illnesses*. *Reviews on Environmental Health*, 31(3), 363–397. <https://doi.org/10.1515/reveh-2016-0011>.

¹¹ National Academies of Sciences, E., and Medicine. (2020). *An Assessment of Illness in U.S. Government Employees and Their Families at Overseas Embassies*. The National Academies Press. <https://doi.org/10.17226/25889>.

¹² Golomb, B. A. (2018). Diplomats’ Mystery Illness and Pulsed Radiofrequency/Microwave Radiation. *Neural Computation*, 30(11), 2882–2985. https://doi.org/10.1162/neco_a_01133.

¹³ *Executive Summary DECLASSIFIED by DNI Haines on 1 February 2022*. (2022). https://www.dni.gov/files/ODNI/documents/assessments/2022_02_01_AHI_Executive_Summary_FINAL_Redacted.pdf.

7. As the record shows, there is evidence of clusters of sickness around cell towers. Evidence filed in the *Environmental Health Trust, et al. v. FCC case*¹⁴ and provided to the Board of Health shows that California firefighters developed electrosensitivity symptoms after a cell tower was installed on their stationhouse, including headaches, memory problems, sleeping problems, depression, and other neurological problems. SPECT brain scans found brain abnormalities. Additionally, TOVA testing found delayed reaction time, lack of impulse control, and difficulty in maintaining mental focus. Following these incidents, the International Association of Fire Fighters Division of Occupational Health Safety and Medicine investigated evidence of pulsed and modulated RF harm, and published a resolution opposing the use of fire stations as base stations for towers and/or antennas for the conduction of cell phone transmissions.¹⁵

8. In November 2020, New Hampshire's Commission to Study the Environmental and Health Effects of Evolving 5G Technology (the Commission was established by the State Legislature to learn about the health effects of 5G wireless radiation), published a report which concludes that RF emissions at levels below the FCC emissions guidelines can be harmful. The Committee's final report followed a thorough study of the evidence. The Committee's final report recommends adoption of cell tower antenna setbacks and acknowledges electrosensitivity and its association with RFR exposure.¹⁶ Dr. Kent Chamberlin, former Chair, Department of Computer and Electrical Engineering, University of New Hampshire, and Dr. Paul Heroux, PhD, Professor of Toxicology and Health Effects of Electromagnetism, McGill University Faculty of Medicine, two of the expert members of the New Hampshire Committee, have provided testimony to the Pittsfield City Council about the health effects of RFR exposure, and this testimony has been included in the record considered by this Board.

9. Other highly-credentialed, independent academic research experts have also offered testimony, at no cost, in support of residents' contentions that the Verizon Wireless 877 South Street wireless facility is the cause of their electrosensitivity symptoms. Experts include Dr. Martha Herbert, MD PhD, pediatric neurologist and former Assistant Professor at Harvard Medical School, and Dr. Magda Havas PhD., Professor Emeritus, Trent School of the Environment, Trent University.

10. Professor David Carpenter, MD, former Dean, School of Public Health at University of Albany, New York, wrote a letter to the City of Pittsfield in which he discussed studies showing that cell towers increase cancer risk, and cause changes in hormones as well as electrosensitivity symptoms, including headaches, fatigue, "brain fog," and ringing in the ears. Dr. Carpenter has published numerous studies on the negative health effects of electromagnetic radiation which have been submitted to this Board and are part of the record herein.¹⁷ Dr. Carpenter is the co-

¹⁴ *Envtl. Health Tr., et al. v. FCC*, 9 F.4th 893 (D.C. Cir. 2021).

¹⁵ *Cell Tower Radiation Health Effects*. (2004). *IAFF*. Retrieved March 19, 2022, from <https://www.iaff.org/cell-tower-radiation/>; Susan Foster Ambrose, M.S.W., Medical Writer. (2004). *INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) VOTES TO STUDY HEALTH EFFECTS OF CELL TOWERS ON FIRE STATIONS Call for Moratorium on New Cell Towers on Fire Stations Until Health Effects Can Be Studied*. Advancing Sound Public Policy on the Use of Electromagnetic Radiation (EMR). https://ehtrust.org/wp-content/uploads/pr_iaff_vote-1.pdf.

¹⁶ *Final Report of the Commission to Study The Environmental and Health Effects of Evolving 5G Technology* (HB 522, Chapter 260, Laws of 2019, RSA 12-K:12-14). (2020). State of New Hampshire. <http://www.gencourt.state.nh.us/statstudcomm/committees/1474/reports/5G%20final%20report.pdf>.

¹⁷ Bandara, P., & Carpenter, D. O. (2018). Planetary electromagnetic pollution: It is time to assess its impact. *The Lancet. Planetary Health*, 2(12), e512–e514. [https://doi.org/10.1016/S2542-5196\(18\)30221-3](https://doi.org/10.1016/S2542-5196(18)30221-3).

editor of the BioInitiative Report,¹⁸ a scientific review of the science on RF/EMF by independent expert scientists. The report reviewed approximately 2,000 published studies on RFR health effects. After it was first released, the content of the BioInitiative Report underwent peer review and was published in condensed form as a special two-volume issue of the Journal Pathophysiology. Additional chapters have been published in various journals.¹⁹ The Report concludes that bio-effects from wireless technology and infrastructure, including from cell towers, occur at radiation levels significantly below the FCC's emissions guidelines as documented in published research. The Report finds that the overwhelming majority of published neurological studies show bio-effects.²⁰ Over 90 percent of the studies that examine the oxidative stress mechanism (a mechanism of harm associated also with electro-sensitivity) show bio-effects.²¹ The Report contains cell tower exposure studies that show harmful effects of radiation emitted by cell towers, and demonstrate that exposure to pulsed RF causes hormonal and cell stress effects at radiation levels far, far lower than the FCC emissions guidelines.²² According to the 2012 Report's conclusion, public safety standards are 10,000 or more times higher than levels now commonly reported in mobile phone base station studies that reveal bio-effects. Because of the actual evidence of harm to humans from exposure to wireless radiation transmissions from cell towers, the Report uses mobile phone base station-RFR levels studies and other studies with very, very low RF exposures to determine the "lowest observed effect level" for RFR exposure as the basis for its recommendations for biologically-based exposure guidelines.²³

11. Dr. Cindy Russell, a medical doctor and the executive director of "*Physicians for Safe Technology*,"²⁴ provided a synopsis of 28 studies showing cell tower harm in her letter to this Board, dated July 6, 2021, which explains how it is "well established" that wireless radiation at non-thermal levels causes oxidative stress, and "oxidative stress plays a major part in the development of chronic, degenerative, and inflammatory illnesses such as cancer, autoimmune

¹⁸ bioadmin. (n.d.). Table of Contents. *The BioInitiative Report*. Retrieved March 19, 2022, from <https://bioinitiative.org/table-of-contents/>.

¹⁹ Martin Blank (Ed.). (2009). *Electromagnetic Fields (EMF) Special Issue. Pathophysiology*, 16(2-3), CO2. [https://doi.org/10.1016/S0928-4680\(09\)00066-2](https://doi.org/10.1016/S0928-4680(09)00066-2); Hardell, L., & Sage, C. (2008). Biological effects from electromagnetic field exposure and public exposure standards. *Biomedicine & Pharmacotherapy*, 62(2), 104-109. <https://doi.org/10.1016/j.biopha.2007.12.004>; Herbert, M. R., & Sage, C. (2013). Autism and EMF? Plausibility of a pathophysiological link – Part I. *Pathophysiology*, 20(3), 191-209. <https://doi.org/10.1016/j.pathophys.2013.08.001>; Herbert, M. R., & Sage, C. (2013). Autism and EMF? Plausibility of a pathophysiological link part II. *Pathophysiology*, 20(3), 211-234. <https://doi.org/10.1016/j.pathophys.2013.08.002>.

²⁰ Neurological Effects Studies Percent Comparison, BioInitiative. (2022). <https://bioinitiative.org/wp-content/uploads/2020/10/13-Neurological-Effects-Studies-Percent-Comparison-2020.pdf>.

²¹ Henry Lai. (n.d.). Research Summaries. *The BioInitiative Report*. Retrieved March 19, 2022, from <https://bioinitiative.org/research-summaries/>; Neurological Effects Studies Percent Comparison, BioInitiative. (2022). <https://bioinitiative.org/wp-content/uploads/2020/10/13-Neurological-Effects-Studies-Percent-Comparison-2020.pdf>.

²² BUCHNER K, EGER H (2011) A Long-term Study Under Real-life Conditions / *Umwelt-Medizin-Gesellschaft* 24(1): 44-57. <https://www.avaate.org/IMG/pdf/Rimbach-Study-20112.pdf>.

²³ Henry Lai. (n.d.). Research Summaries. *The BioInitiative Report*. Retrieved March 19, 2022, from <https://bioinitiative.org/research-summaries/>; Neurological Effects Studies Percent Comparison, BioInitiative. (2022). <https://bioinitiative.org/wp-content/uploads/2020/10/13-Neurological-Effects-Studies-Percent-Comparison-2020.pdf>.

²⁴ Physicians for Safe Technology | Cell Tower Radiation Health Effects. (2017, September 11). *Physicians for Safe Technology*. <https://midsafetech.org/cell-tower-health-effects/>.

disorders, aging, cataracts, rheumatoid arthritis, cardiovascular and neurodegenerative diseases, as well as some acute pathologies (trauma, stroke). Effects of oxidative stress are cumulative.”²⁵

12. Devra Davis PhD, MPH, the founder of the Environmental Health Trust, sent a scientific letter and briefing materials to this Board, documenting the published science indicating how FCC limits do not ensure safety to human health, and how legal levels of wireless radiation can damage the health of children, pregnant women, and the medically vulnerable. Studies of wireless radiation exposure from cell towers document neuropsychiatric problems, elevated diabetes, headaches, sleep problems, and genetic damage.²⁶ Attached to the letter were several published articles, including an article published in the journal *Lancet Planetary Health*, which presented an evaluation by the Oceania Radiofrequency Scientific Advisory Association of 2266 studies (including in-vitro and in-vivo studies in human, animal, and plant experimental systems and population studies). The evaluation found that most studies have demonstrated significant biological or health effects associated with exposure to anthropogenic electromagnetic fields.²⁷ Furthermore, a scientifically referenced Environmental Health Trust White Paper addressed common misconceptions around the health effects of wireless radiation.²⁸

13. These and other studies and reports in the record before this Board show that wireless radiation transmitted from cell towers can have adverse effects even when the pulsed and modulated RF emissions are significantly lower than the FCC’s emission guidelines. Compliance with FCC emission limits does not ensure safety nor protection from all harm. Published studies provided to the Board show negative health effects on human beings at legally allowed levels including: neurological effects and adverse effects on well-being, clear, measurable, physiological effects, hormonal changes, oxidative stress damage, negative effects on sperm, increased cancer risk, and DNA damage.²⁹

14. Epidemiological studies demonstrate that exposure to wireless radiation emissions from cell towers causes symptoms similar to those suffered by Shaktown residents as a result of the operation of the Verizon Wireless 877 South Street wireless facility. The record includes a 2010 review of wireless radiation exposure from cell towers and numerous other studies which are relevant to chronic long-term exposure similar to that from cell towers. Effects documented in these studies include various neurological symptoms such as fatigue, sleep problems, headaches and other effects on “wellbeing” proportionate to the distance from the cell tower.^{30 31 32} A

²⁵ Russell, C., (2021, July 6). Cindy Russell MD to Pittsfield Board of Health, RE: Pittsfield testing of RFR emissions. [Letter].

²⁶ Scarato, T., (2021, May 27). Theodora Scarato to Gina Armstrong, City of Pittsfield Board of Health; Davis, D., et al., (2021, April 21). Dr. Devra Davis et al. to the Honorable Joseph R. Biden, President/Science/Briefing. [Letters].

²⁷ Priyanka Bandara, David O Carpenter, Planetary electromagnetic pollution: it is time to assess its impact, *The Lancet Planetary Health*, Volume 2, Issue 12, 2018, Pages e512-e514, ISSN 2542-5196, [https://doi.org/10.1016/S2542-5196\(18\)30221-3](https://doi.org/10.1016/S2542-5196(18)30221-3).

²⁸ Myth Fact Scientific Response EHT 2022.

²⁹ See Appendices I and II.

³⁰ Abdel-Rassoul, G., El-Fateh, O. A., Salem, M. A., Michael, A., Farahat, F., El-Batanouny, M., & Salem, E. (2007). Neurobehavioral effects among inhabitants around mobile phone base stations. *Neurotoxicology*, 28(2), 434–440. <https://doi.org/10.1016/j.neuro.2006.07.012>; Khurana, V., Hardell, L., Everaert, J., Bortkiewicz, A., Carlberg, M., & Ahonen, M. (2010). Epidemiological Evidence for a Health Risk from Mobile Phone Base Stations. *International Journal of Occupational and Environmental Health*, 16, 263–267. <https://doi.org/10.1179/107735210799160192>.

³¹ Levitt, B. B., & Lai, H. (2010). Biological effects from exposure to electromagnetic radiation emitted by cell tower base stations and other antenna arrays. *Environmental Reviews*, 18(NA), 369–395. <https://doi.org/10.1139/A10-018>.

³² 78 Studies Showing Health Effects from Cell Tower Radio Frequency; Oberfeld, G., & Gustavs, K. (2007). *Environmental Medicine Evaluation* (30). 48.

telecom company study found exposure to cell towers causes a variety of neurological symptoms and a dose response. The study also found a causal relationship with sleep disturbance. When, unknown to the subjects, the company secretly turned off the antennas for three days, the sleep quality improved in all subject groups that were studied.³³

15. Evidence of electrosensitivity and its association to pulsed and modulated RF exposure, as well as evidence of harm to human health and the environment from exposure to wireless radiation from cell towers was filed in the case of *Environmental Health Trust, et al., v. Federal Communications Commission (FCC)* in the U.S. Court of Appeals for the District of Columbia Circuit. The petitioners challenged the FCC's decision in 2019 not to review and update its 1996 guidelines for wireless radiation emissions, following a multi-year proceeding to examine the developing science on the health and environmental effects of exposure to wireless radiation. The FCC determined in 2019 that its 1996 guidelines did not need to be updated.³⁴ On appeal, the DC Circuit court reversed the FCC, ruling in August 2021 that the FCC's determination that there is no evidence of non-cancerous and environmental harm from RF emissions below the FCC 1996 emissions guidelines was arbitrary, capricious, and not evidence-based. The DC Circuit court ruled that the FCC failed to explain why, despite the substantial evidence of harm filed in the FCC record, the agency decided to not further review its 1996 guidelines for possible updating. The DC Circuit remanded the case back to the FCC, and ordered the FCC to "*address the impacts of RF radiation on children, the health implications of long-term exposure to RF radiation*" as well as *environmental effects, new technological developments and adequacy of RF test procedures*. However, as of today's date, the FCC has not provided any response to the court order. Thus, while the 1996 FCC wireless emissions guidelines remain in effect, they have not been updated in 26 years, and they have not been substantiated by an up-to-date scientific review by any federal regulatory agency. Evidence provided to this Board confirms that when it comes to cell tower network RF emissions, there is no federal regulatory agency with health expertise monitoring the published science, nor providing surveillance for health effects, nor measuring RF levels in the environment.³⁵ As is also documented in a letter from the Environmental Protection Agency (the "EPA") to Theodora Scarato of Environmental Health Trust, the EPA has not reviewed the research on biological effects of exposure to wireless radiation since 1984.³⁶ The FDA has not reviewed the safety of environmental RF levels. The FDA stated in a letter³⁷ to a family requesting information on the safety of base station antennas that: "The Food and Drug Administration (FDA) does not regulate cell towers or cell tower radiation. Therefore, the FDA has no studies or information on cell towers to provide in response to your questions." The lack of oversight for the health effects of cell tower network radiofrequency exposure is a serious gap in

³³ Cherry, N.J. (2002). Evidence of neurological effects of electromagnetic radiation: implications for degenerative disease and brain tumour from residential, occupational, cell site and cell phone exposures (9).

³⁴ *Environmental Health Trust, et al v. FCC*, 9 F.4th 893 (D.C. Cir. 2021).
[https://www.cadc.uscourts.gov/internet/opinions.nsf/FB976465BF00F8BD85258730004EFD7/\\$file/20-1025-1910111.pdf](https://www.cadc.uscourts.gov/internet/opinions.nsf/FB976465BF00F8BD85258730004EFD7/$file/20-1025-1910111.pdf).

³⁵ Myth Fact Scientific Response by Environmental Health Trust 2022. Theodora Scarato to Gina Armstrong, City of

³⁶ Pittsfield Board of Health; Davis, D., et al., (2021,

April 21). EPA letter is page 24 of Dr. Devra Davis, et al., to the Honorable Joseph R. Biden, President/Science/Briefing. [Letters].

³⁷ Theodora Scarato presentation of the FDA letter in a video presentation submitted to Pittsfield Board of Health, Pittsfield MA Expert Forum on Cell Tower Cease-and-Desist Order, at minute 54:24, and also in Myth Fact Scientific Response EHT 2022, under section "Myth: The Food And Drug Administration (FDA) has reviewed the science on 5G and cell towers and determined the radiation is safe and FCC limits protect public health."

federal accountability, especially when research documenting harmful effects continues to be published in respected journals.

16. In November 2021, scientific and policy experts, including Dr. Linda Birnbaum, former Head of the National Institute of Environmental Health Sciences and National Toxicology Program, Dr. Ronald Melnick, National Institute of Health scientist (now retired), Dr. Anthony Miller, Dr. Jerome A. Paulson, Devra Davis, PhD, and several others, sent new requests to the FCC calling for a full examination of the latest scientific evidence in order for the U.S. to develop regulatory safety limits that protect the public and environment from wireless radiation exposure. Included in their filing are over 1,000 pages of reports and studies on demonstrating harm to humans from exposure to RF radiation, including electrohypersensitivity, and harm to humans from exposure to RF radiation from cell towers specifically. The Environmental Health Trust filing to the FCC docket also includes letters from the BioInitiative Report, Environmental Working Group, Consumers for Safe Cell Phones, Phonegate Alerts, and Dr. Kent Chamberlin.³⁸

17. The questions raised by the DC Circuit Court and the compelling scientific evidence submitted to this Board allows only one conclusion: pulsed and modulated RFR can and does cause harm, and at least a certain segment of the population can be severely harmed when exposed to this wireless radiation, especially for continuous periods of time. Exposure to wireless radiation can lead to significant temporary and possibly permanent injury, and according to the evidence, it seems that the most effective method to reduce the symptoms and mitigate the harm is through exposure avoidance.

18. This Board also finds that the information and testimony provided by Verizon Wireless do not convince this Board otherwise. In particular, this Board invited Verizon Wireless to meet by Zoom in September 2021 with Board Member Brad Gordon, then-Director of Public Health Gina Armstrong, and then-Senior Sanitarian (now current Director of Public Health) Andy Cambi to discuss the concerns of the City of Pittsfield Health Department, this Board, and residents of the City of Pittsfield about the wireless radiation emissions from the Verizon Wireless 877 South Street wireless facility ever since that facility was activated in August 2020. These concerns arose from the complaints reported by numerous residents of the adjacent residential neighborhood of negative health symptoms these residents and their relatives had been and were continuing to suffer from what they believed to be exposure to the continuous wireless radiation being transmitted from that Verizon Wireless facility. On September 9, 2021, Verizon Wireless appeared at the Board of Health Zoom session, represented by Verizon General Counsel New England Market, attorney Joshua E. Swift, Verizon Wireless Network Engineer, Jay Latorre, Verizon Wireless State and Government Affairs Director, Ellen Cummings, and Dr. Eric S. Swanson, Professor, Department of Physics and Astronomy, University of Pittsburgh. Professor Swanson was the primary spokesperson for Verizon Wireless at this meeting.

19. Professor Swanson presented prepared remarks, accompanied by a Powerpoint slide presentation. The Board did not place any time limits on Professor Swanson's presentation, and Ms. Armstrong and Mr. Gordon asked Professor Swanson many questions following his remarks. Professor Swanson's main points included: (a) electromagnetic radiation is the best understood phenomenon in the universe; it is not nuclear radiation; (b) electromagnetic waves form the

³⁸ Reassessment of Federal Communications Commission Radiofrequency Exposure Limits and Policies, (2021). ET Docket No. 13-84, <https://ecfsapi.fcc.gov/file/11302824721650/Remand%20Filing%20-%20Nov%2030th.pdf>; Linda S. Birnbaum, PhD, et al. (2021, November 24). *FCC Record Refresh Letter from Scientists to The Honorable Jessica Rosenworcel, Commissioner, Acting Chairwoman, Federal Communications Commission*. <https://ehtrust.org/wp-content/uploads/FCC-Record-Refresh-Letter-from-ScientistsWireless-Radiation.pdf>; *Scientific and Policy Developments in Radiofrequency Radiation (2019 - 2021)*, <https://ehtrust.org/wp-content/uploads/New-Scientific-Developments-in-RFR-FCC-EHT-Remand-with-Studies-2.pdf>; Environmental Working Group, The Bioinitiative Report, Consumers for Safe Cell Phones, New Hampshire State Commission on 5G.

spectrum; (c) some radiation is ionizing which can sometimes cause cancer; (d) electromagnetic waves below the ionization threshold cannot cause cancer; (e) only wavelengths above visible light on the spectrum are ionizing; (f) wavelengths in the visible light portion of the spectrum are non-ionizing, and cannot cause cancer; (g) wavelengths below visible light on the spectrum, including thermal, microwave, 5G, 4G, and radio, are non-ionizing, and cannot cause cancer; (h) the only verified biological effect on tissue of non-ionizing radiation is heating; (i) the FCC regulates RFR to limit thermal effects, and FCC limits are very strict, set at 1/50 of the level of what is detectable in animal experiments; (j) the FCC limits are based on the evaluation of thousands of studies and the recommendations of expert organizations and agencies; (k) various international regulatory agencies and health organizations have concluded that there is no established evidence for health effects from radio waves used in mobile communications; (l) the FCC regularly updates its rules; (m) the consensus view of all scientists is that wireless radiation does not and cannot cause cancer; all studies to the contrary are from fringe scientists and those studies all show confirmation bias.

20. Following Professor Swanson's remarks, Ms. Armstrong acknowledged, without accepting, his contention that exposure to wireless radiation cannot cause cancer. But she pointed out that the immediate medical symptom residents of the Shacktown neighborhood adjacent to the Verizon Wireless 877 South Street wireless facility were complaining about were not cancer or thermal effects, but rather, headaches, tinnitus, and other conditions typical of electrohypersensitivity. Ms. Armstrong asked Professor Swanson to explain how to deal with those symptoms. Professor Swanson responded by insisting that the only verifiable biological effect of non-ionizing wireless radiation is heat, and the FCC so strictly regulates those emissions levels that heat cannot pose a problem from that Verizon Wireless cell tower. Professor Swanson acknowledged that certain people truly believe that they are hypersensitive to wireless radiation. But Professor Swanson suggested that those persons have psychological issues, and they should be dealt with sympathetically. Professor Swanson maintains that transmission of wireless radiation from Verizon's cell tower cannot actually cause those persons any injury because the immutable laws of physics make that impossible.

21. This Board has reviewed Professor Swanson's presentation and discussion and finds Professor Swanson's conclusions, several of which are strident and absolute, to lack credibility. A major problem with Professor Swanson is that he speaks as a purported expert about matters of human health and disease and medical and scientific studies about the health effects of exposure to wireless radiation, but he lacks any academic or professional qualifications in those fields. Professor Swanson is a professor of theoretical physics.³⁹ Professor Swanson's research interests focus on esoteric topics in nuclear physics, cosmology, and hadronic physics, especially in learning how "quarks" and "gluons" build the universe. All 124 of Professor Swanson's published scientific studies are limited to these subject areas.⁴⁰ Professor Swanson is not a medical doctor. Professor Swanson has no professional training or qualifications in medicine, medical research, biology, environmental studies, public health, epidemiology, or toxicology, and his professional credentials show no such expertise. See fn. 39. Yet Professor Swanson rejects the more than 2,000 peer-reviewed scientific studies showing that wireless radiation may or does negatively impact human health as outliers by "fringe" scientists who may be "conspiracy theorists" with an axe to grind, and asserts that their studies all show "confirmation bias." Professor Swanson asserts unequivocally that "the scientific consensus" is that wireless radiation cannot cause human harm. This Board finds that Professor Swanson lacks the qualifications and

³⁹ <https://www.physicsandastronomy.pitt.edu/people/eric-s-swanson>.

⁴⁰ <https://inspirehep.net/literature?sort=mostrecent&size=100&page=2&q=fin%20a%20swanson%2C%20e%20s>.

the expertise to make such sweeping statements, and his credibility as a witness is severely undermined thereby.

22. Further undermining Professor Swanson's credibility is his appearance before this Board as a paid expert on behalf of Verizon Wireless, retained through his consulting business, Swanson Scientific Consulting.⁴¹ On Professor Swanson's private consulting business website, he lists on the "Past Clients" tab, "Pittsfield, MA," one of his 20 listed "Scientific Presentations and Depositions to Cities." Professor Swanson also lists presentations to 5 State Senate Committees, the New York State Senators, the New Jersey Urban Mayors Association, and the Center for Growth and Opportunity. He names Verizon and Crown Castle Development (a major cell tower operator) as clients, as well as CTIA, the U.S. wireless industry's trade and lobbying association. See fn. 41. This Board, in assessing Professor Swanson's credibility, takes notice that he works as a paid industry consultant when making presentations such as the one he made to this Board regarding matters outside of his academic research and professional qualifications. In contrast, the experts who presented to this Board and spoke about the hazards to human health posed by wireless radiation from cell towers all had particular professional qualifications in the subject matter; none of these experts has received any compensation for their appearances before this Board, and all are independent academic researchers, with no affiliation to Verizon Wireless and the telecommunications industry. These facts enhance the credibility of these experts, especially vis-a-vis Professor Swanson.

23. Verizon Wireless also submitted to this Board documents which consist primarily of self-promotional brochures or industry-funded advocacy pieces rather than peer-reviewed scientific studies. These materials generally deny *any* prospect of harm, but do not meaningfully address the scientific evidence in the record or counteract the fact that the majority of independent (not industry-funded) studies, especially studies that use pulsed and/or modulated signals, do show harm.⁴² Verizon Wireless did not present government regulatory agency reports or systematic scientific or medical reviews of cell tower wireless radiation exposure studies (or studies of comparable levels of chronic environmental exposures) which conclude that safety to human health is assured. Furthermore, Verizon Wireless cannot and does not adequately rebut the personal testimonies provided by the residents of the neighborhood ("Shacktown") in the City of Pittsfield adjacent to the Verizon Wireless 877 South Street wireless facility at the several public hearings before the Health Board of the actual harms they have suffered and are suffering from the operation of this wireless facility. Simply stated, the position of Verizon Wireless is that what is plainly happening in Pittsfield cannot occur. That position has been stated most clearly by Professor Swanson during his September 9, 2021 presentation to this Board. But this Board finds that, in fact, Shacktown residents have suffered, and are continuing to suffer, negative health effects from the continuous operation of the Verizon Wireless 877 South Street wireless facility since it was activated in August 2020.

24. The evidence shows that involuntary wireless radiation exposure directed upon Shacktown residents in their homes has effectively evicted several residents injured by pulsed and modulated RFR; they have no choice but to leave. Pulsed and modulated RFR from the Verizon Wireless 877 South Street wireless facility has rendered their homes uninhabitable – unfit for human habitation – because the continued exposure causes them severe pain, unable to function, and endangers and materially impairs their health and safety.

⁴¹ <https://swansonscientific.com/>.

⁴² Panagopoulos, D. J., Johansson, O., & Carlo, G. L. (2015). Real versus Simulated Mobile Phone Exposures in Experimental Studies. *BioMed Research International*, 2015, 607053. <https://doi.org/10.1155/2015/607053>.

Whereas, this Board has received direct testimony and written submissions from specific individuals that reside, or previously resided, within the reach of the wireless facility in issue. These residents state that they and/or other family members (including their children) have developed symptoms shortly after the facility was activated.⁴³ Many of the residents have testified on multiple occasions, which indicates the symptoms are persisting. It appears, based on the evidence, that there is a cluster of illness around the Verizon Wireless 877 South Street wireless facility that is caused by the facility's operation. Since no comprehensive survey has been conducted of all neighborhood residents, there may be additional affected residents.

Whereas, the symptoms reported by affected neighborhood residents are mainly neurological; they include headaches, ringing in the ears, dizziness, heart palpitations, nausea, and skin rashes. As the evidence that was provided to this Board shows, these symptoms are consistent with the scientific literature regarding adverse health effects from exposure to pulsed and modulated RF, including evidence specific to cellular antennas.

Whereas, this Board has received evidence from at least seventeen residents who have suffered on-going medical symptoms that arose for the first time after the Verizon Wireless 877 South Street wireless facility was activated in August 2020 and who believe their symptoms are caused by their continuous exposure to the wireless radiation being transmitted from that wireless facility. This Board finds their letters and oral testimonies to be authentic, compelling, and credible. As a result of their now-impaired health, some of these residents have decided to leave their homes, while others split their time between their homes in Shacktown and other temporary locations. This indicates that some affected Shacktown residents have been constructively evicted from their homes because of the operation of the wireless facility, and have been effectively rendered homeless. According to the evidence in the record, these symptoms are consistent with a diagnosis of electromagnetic sensitivity.

Whereas, this Board has received and reviewed, *inter alia*, the following evidence from specific Shacktown residents who have been and are being injured by the continued operation of the Verizon Wireless 877 South Street wireless facility:

1. REDACTED a pre-school teacher, has testified that she and both of her daughters developed various symptoms immediately after the facility went into operation. Ms. REDACTED has provided a physician's medical diagnosis by Dr. Sharon Goldberg, MD, an internal and environmental medicine physician. This diagnosis has linked REDACTED symptoms directly to the RF/EMF emitted by the facility by way of causation. REDACTED diagnosis letter indicates her symptoms improve when she is away from home, but resume when she returns and is again exposed again to the facility's radiation.
2. REDACTED s minor daughter, testified that after the facility went into operation, she and her sister both started getting headaches. They feel dizzy and develop sleeping problems. Her sister also suffered itchiness and developed skin rashes, frequent nausea, and often has to sleep with a bucket next to her bed in case she needs to throw up. Both girls have missed school because of sickness caused by wireless radiation exposure from the cell tower. REDACTED explained that when she is away from home (and out of range of the facility) she feels better.
3. REDACTED reported that following the facility's activation they began to suffer nausea, headaches, and dizziness. They are especially concerned for their five year old son who has Sensory Processing Disorder, a neurological disease. Since he has limited verbal skills, they do not know whether he too suffers from exposure to the wireless radiation transmitted from the cell tower. They are concerned that the exposure to the cell tower's emissions will aggravate

⁴³ See Appendix V: Public Comment Testimony to Board of Health.

his condition. The literature indicates that it is not unusual for individuals to have or develop sensitivity to multiple toxins, and this can become an escalating feedback loop.

4. REDACTED and their two children all developed headaches and insomnia after the facility became operational. They left their home because it is essentially uninhabitable and inaccessible to them.

5. REDACTED, an elderly resident, testified that both he and his wife have been unable to sleep since the tower was activated and that his wife has been especially affected.

6. REDACTED reported that they have been severely affected. He is nauseous and has headaches in the morning and again as soon as he returns from work.

7. REDACTED testified that she and her husband developed tinnitus and other serious health issues following the facility's activation. They are suffering from headaches and sleeplessness. They are deciding whether they must abandon their home because it is inaccessible and uninhabitable.

8. REDACTED testified that he developed ringing in the ears and that his wife Luci has developed horrible headaches and migraines. He stated that he sent his wife and their three year old daughter REDACTED away from the house because they believe it is unsafe and therefore uninhabitable. They are concerned for their daughter as she also has limited verbal skills and therefore they don't know if she suffers.

Whereas, this evidence clearly demonstrates to this Board that specific Shacktown residents in the vicinity of the facility have suffered and are suffering injuries and illnesses directly caused by the pulsed and modulated RFR emitted by the facility in issue, and for so long as the facility is in operation it will continue to be injurious to the public health and continue to drive residents from their homes.

Whereas, the FCC's emissions guidelines provide limits for general population purposes. These guidelines were designed to measure and address primarily only "thermal" or heating related effects. The guidelines for whole body exposure (such as for exposure from cell towers) are for 30 minutes exposure, and protect only from thermal injury. They were not developed to protect sensitive populations against all harms. They ignore the effects of pulsation and modulation and non-thermal effects from long-term chronic exposure, cumulative effects, and effects of exposure to numerous sources of RF exposure.

Whereas, the FCC emissions guidelines do not address the demonstrated scientific, medical, and even legally-established fact that these general population limits do not adequately recognize that pulsed and modulated RF radiation emissions are "bioactive" – living things biologically respond to pulsed and modulated RF radiation, and this response can lead to harmful effects. More importantly, these guidelines entirely fail to address or provide for the situation where, at least, certain individuals develop adverse reactions such as those who experience electromagnetic sensitivity.

Whereas, this Board concludes that the FCC emissions guidelines do not prevent this Board, operating under State authority, from taking action to protect the health and safety of those specific individuals who have demonstrated that a continuously operating cell tower built adjacent to a densely populated residential neighborhood is injuring their health on a continuing basis, as well as the health of other neighborhood residents. The FCC has ruled that state and local zoning authorities can condition a land use permit on compliance with generally applicable state or local health and safety codes.⁴⁴ Verizon

⁴⁴ *Broadband Deployment: Expanding the Reach and Reducing the Cost of Broadband Deployment by Improving Policies Regarding Public Rights of Way and Wireless Facilities Siting; 2012 Biennial Review of Telecommunications Regulations*, 29 FCC Rcd 12865, 122951, ¶202 (Oct. 17, 2014): ("We therefore conclude that States and localities may require a covered request to comply with generally applicable building, structural, electrical, and safety codes or with other laws codifying objective standards reasonably related to health and safety, and that they may condition approval on such compliance.").

Wireless' permit for this facility does precisely that. Verizon Wireless' permit expressly requires compliance with the Massachusetts Sanitary Code and Pittsfield's health-related rules, regulations and requirements. By this Order, this Board finds the Verizon Wireless 877 South Street wireless facility to be in violation, and this Board requires Verizon Wireless and the property owner to bring their facility and the premises into compliance with Massachusetts' and Pittsfield's generally applicable health and safety codes, just as FCC precedent and the permit expressly allow.

Now, therefore, the Pittsfield Board of Health hereby FINDS AND ORDERS as follows:

1. The Verizon Wireless 877 South Street wireless facility operated by Verizon Wireless is a public nuisance, a cause of sickness, and a trade which may result in a nuisance or be dangerous to the public health for purposes of G.L. ch. 111 ss 122-125, 127B, 127C, 143-150 and 152.
2. The premises owner, Farley White South Street LLC, is also responsible for all activities on its premises and within its direction and control.
3. The Verizon Wireless 877 South Street wireless facility operated on the premises creates an access barrier that directly causes harm to certain individuals, and renders dwellings Unfit for Human Habitation or constitutes a Condition Which May Endanger or Materially Impair the Health or Safety and Well-Being of an Occupant as defined in State Sanitary Code 410.020 and 410.750(P).
4. The Verizon Wireless 877 South Street wireless facility operated on the premises creates conditions that impact occupants of a dwelling to the point that it renders a dwelling unfit for habitation for purposes of Sanitary Code 410.831.
5. Verizon Wireless and Farley White South Street LLC are jointly and severally responsible for these unsafe conditions.
6. This Order shall be served on Verizon Wireless, through its authorized agents, and on Farley White South Street LLC, through its authorized agents, the persons responsible for the violations as provided by *inter alia*, G.L. ch. 111 ss 124, 127B, 127D, 144, and State Sanitary Code for 410.833, 410.850, and 410.851.
7. Verizon Wireless and Farley White South Street LLC are hereby ORDERED to show cause why the Board of Health should not issue an order requiring cessation of operations at the facility pursuant to the Board of Health's statutory and historical police power to protect its citizens from injury and harm.
8. Verizon Wireless and Farley White South Street LLC shall have SEVEN (7) DAYS from the date of this order to request a hearing on this Order to Show Cause. The Board of Health will promptly schedule such hearing in accordance with the provisions of G.L. ch. 111 and the State Sanitary Code, and provide public notice thereof.
9. In the event Verizon Wireless and Farley White South Street LLC do not timely request a hearing, this Order shall become and constitute a notice of discontinuance requiring that Verizon Wireless and Farley White South Street LLC abate and eliminate all activities and operations leading to the present and ongoing nuisance and violations of the State Sanitary Code at their own expense within SEVEN (7) DAYS of the expiration of the deadline to request a hearing.
10. Verizon Wireless and Farley White South Street LLC shall have the right to inspect and obtain copies of all relevant inspection or investigation reports, orders, notices, and other documentary information in the possession of the Board of Health; the right to be represented at the hearing.
11. Any affected party has a right to appear at said hearing and present evidence and argument in favor of or against discontinuance.

12. This is an important legal document. It may affect your rights.

The Health Board reserves the right to take such other and further action as it deems necessary to ensure that all injurious activities and conditions end, including directly acting to remove the offending facilities at the expense of Verizon Wireless and Farley White South Street LLC and or appointment of a receiver responsible for accomplishing the same.

This Order shall take effect upon issuance.

Appendix I: Letters and Testimony from Experts

All links provided by reference

Russell, C., (2021, April 6). Cindy Russell MD to Council Members in the City of Pittsfield. Re: 3/21/21 Agenda Item #15 to encourage the Pittsfield, Massachusetts Health Department to investigate the health effects reported in the vicinity of the Verizon 877 South Street Cell tower. [Letter].

Russell, C., (2021, July 6). Cindy Russell MD to Pittsfield Board of Health. RE: Pittsfield testing of RFR emissions. [Letter].

Carpenter, D.O., (2020, October 8). Dr. David Carpenter to Mayor of the City of Pittsfield MA and Board of Health on Cell Tower Radiation [Letter].

Kulberg, A.G., (2021, August 31). Dr. Kulberg Chair of Pittsfield Board of Health to the Joint Committee on Consumer Protection RE: Senate Bill S.186 and in Support of MA Commission on Wireless Radiation. [Letter].

Havas, M., (2021, July 6). Dr. Magda Havas to Gina Armstrong, Director of Public Health, Pittsfield Health Department. City of Pittsfield MA on Cell Tower Radiation Measurements and the Lack of Protections by the FCC. [Letter]. Slide Presentation for BOH Forum.

Heroux, Paul., (2021, July 7) Paul Héroux, PhD, McGill University Medicine Comments on RF EMISSION STUDY of South St cell tower (SSct) on June 10th by VComm Telecommunications Engineering. [Letter].

White, P., (2021, October 4). Peter White, Councilor City of Pittsfield to Massachusetts State Legislature in Favor of Wireless Right to Know Legislation. [Letter].

Scarato, T., (2021, May 27). Theodora Scarato to Gina Armstrong, City of Pittsfield Board of Health; Davis, D., et al., (2021, April 21). Dr. Devra Davis, et al., to the Honorable Joseph R. Biden, President/Science/Briefing on Wireless. [Letters]. Myth Fact Scientific Response EHT 2022.

Boston Petitioners, (1997). Boston Physicians' and Scientists' Petition To Avert Public Exposures to Microwaves. [Petition Signatures].

Symington, S., (2021) Letter to Pittsfield Board of Health July 7 2021 [Letter].

Chamberlain, K., (2022, February 20). Kent Chamberlin PhD to Editor of the Berkshire Eagle Re: Response to Feb 19th Opinion on Verizon Cell Tower. [Letter].

Goldberg, S. (2022, February 28). Wireless Health Effects [Slides from presentation]. <https://ehtrust.org/wp-content/uploads/Sharon-Goldberg-MD-Pittsfield-MA-2.28.22.pdf>.

Appendix II Testimony and Research on Cell Towers and Radiofrequency

Note: This is not an exhaustive list, but rather a short list of studies included in evidence sent to the Board.

Compilation Documents

REDACTED testified repeatedly to the Board, communicated by email and submitted extensive scientific research, video lectures, documentation of health effects and reports.

Michael Maudin, (Numerous letters 2021 and 2022) The Alliance for Microwave Radiation Accountability, Inc. Sent the Board numerous resources, scientific papers, and documents demonstrating evidence of adverse effects, research dating back decades on electromagnetic radiation and more including links Primary Source Documents - Microwave Radiation Syndrome in April 2021, Michael Maudin's testimony of injury from base station antennas and primary source documents, Microwave-Radiation-Syndrome-Primary-Source-Documents-BoH-April-2021.pdf. Maudin also sent 35 peer-reviewed studies and charts on microwave sickness caused by the radiation from cell

towers to the Pittsfield Board of Health on January 5, 2021 and these are included in the reference list.

Compilation of Research Studies on Cell Tower Radiation and Health. (n.d.). *Environmental Health Trust*. Retrieved March 20, 2022, from <https://ehtrust.org/cell-towers-and-cell-antennae/compilation-of-research-studies-on-cell-tower-radiation-and-health/>

Maryland Children's Environmental Health and Protection Advisory Council (2016) 78 Studies Showing Health Effects from Cell Tower Radio Frequency.

Research Studies

Gandhi, G., Kaur, G., & Nisar, U. (2015). A cross-sectional case control study on genetic damage in individuals residing in the vicinity of a mobile phone base station. *Electromagnetic Biology and Medicine*, 34(4), 344–354. <https://doi.org/10.3109/15368378.2014.933349>.

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Appendix III: Videos Resources Sent to Board of Health

Pittsfield MA Expert Forum on Cell Tower Cease-and-Desist Order: With Senator Denise Ricciardi, NH; Dr. Paul Héroux; Dr. Magda Havas; Dr. Kent Chamberlin; Dr. Sharon Goldberg, Environmental Health Trust Director Theodora Scarato; Attorney Robert Berg; Attorney Scott McCollough.

Pittsfield MA Cell Tower Discussion 5 July 2021: Dr. Kent Chamberlin, EHTrust Policy Director Theodora Scarato & MA for Safe Technology Director Cecelia Doucette.

Town of Lenox Board of Health Remote Meeting, August 19, 2021, with presentation by Kent Chamberlin, Ph.D., on Cell Tower Research.

Sacramento City Council Meeting: Includes testimony of two young girls who became sick after Verizon cell installation was powered up.

Wireless Radiation- What Environmental Health Leaders Need to Know: Featuring Linda Birnbaum, former Director of the National Institute for Environmental Health Sciences and the National Toxicology Program • Michael Lerner, Co-Founder and President of Commonweal and Co-Founder of Collaborative on Health and the Environment • Joel M. Moskowitz, PhD, Director Center for Family and Community Health, School of Public Health, University of California- Berkeley and Founder of Electromagnetic Radiation Safety • Uloma Uche, PhD, Environmental Working Group, author of new study on hazards of wireless radiation on children. • Sharon Buccino, Legal Expert, NRDC • Cindy Russell, MD Founder of Physicians for Safe Technology • Larry Ortega, Founder of Community Union • Theodora Scarato, Executive Director of the Environmental Health Trust.

Appendix V: Public Testimony to the Board of Health

All links provided by reference.

In addition to public testimony referenced below, Pittsfield residents submitted numerous emails, documents and letters to the Board.

Board of Health Meetings

April 12, 2021

Agenda;[https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board_of Health/BOH_04_12.pdf](https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board_of_Health/BOH_04_12.pdf)

Meeting link; <https://watch.pittsfieldtv.net/CablecastPublicSite/show/38962?channel=9>

May 5, 2021

Agenda;[https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board of Health/BOH_05_05.pdf](https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board_of_Health/BOH_05_05.pdf)

Meeting link; <https://watch.pittsfieldtv.net/CablecastPublicSite/show/40347?channel=9>.

June 2, 2021

Pittsfield Board of Health Wireless Harm Expert Forum:

Agenda; [https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board_of Health/BOHA_genda_06_02.pdf](https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board_of_Health/BOHA_genda_06_02.pdf).

Meeting Link; <https://watch.pittsfieldtv.net/CablecastPublicSite/show/40684?channel=9>.

July 7, 2021

VComm presents readings from the cell tower (first in person meeting)

Agenda; [https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board of Health/BOH_07_07.pdf](https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board_of_Health/BOH_07_07.pdf).

Meeting link; <https://watch.pittsfieldtv.net/CablecastPublicSite/show/40992?channel=9>.

September 1, 2021

Agenda; [https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board of Health/BoardofHealth_09_01.pdf](https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board_of_Health/BoardofHealth_09_01.pdf).

Meeting link; <https://watch.pittsfieldtv.net/CablecastPublicSite/show/41536?channel=9>

October 6, 2021

Agenda; [https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board of Health/BoardofHealth_10_06.pdf](https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board_of_Health/BoardofHealth_10_06.pdf).

Meeting link; <https://watch.pittsfieldtv.net/CablecastPublicSite/show/41802?channel=9>.

November 3, 2021

Agenda; [https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board of Health/BoardofHealth_11_03.pdf](https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board_of_Health/BoardofHealth_11_03.pdf).

Meeting link; <https://watch.pittsfieldtv.net/CablecastPublicSite/show/43053?channel=9>.

December 1, 2021

Agenda; [https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board of Health/BoardofHealth_12_01.pdf](https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board_of_Health/BoardofHealth_12_01.pdf).

Meeting link; <https://watch.pittsfieldtv.net/CablecastPublicSite/show/43228?channel=9>.

February 2, 2022- Cease and desist unanimously voted on

Agenda; [https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board of Health/BoardofHealth_02_02.pdf](https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board_of_Health/BoardofHealth_02_02.pdf).

Meeting link; <https://watch.pittsfieldtv.net/CablecastPublicSite/show/43842?channel=9>.

February 23, 2022-Executive session for cease and desist order- order upheld

Agenda; [https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board of Health/BoardofHealth_02_02.pdf](https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board_of_Health/BoardofHealth_02_02.pdf).

Meeting link; <https://watch.pittsfieldtv.net/CablecastPublicSite/show/44040?channel=9>.

March 16, 2022-Second executive session for the cease and desist order

Agenda;[https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board of Health/BOH_03_16.pdf](https://cms2files.revize.com/pittsfieldma/calendar_app/docs/Boards_Commissions_Calendar/Board_of_Health/BOH_03_16.pdf)

Meeting link; <https://watch.pittsfieldtv.net/CablecastPublicSite/show/44241?channel=901:45>

Additional Testimony at City Board Meetings

Pittsfield residents and scientific experts testified at numerous City Council meetings as well as other City Board Meetings providing testimony on harm.

November 5, 2020 Community Development Board Meeting

Pittsfield Community Development Board - November 5, 2020

Topic: Cell towers setbacks

Community Development Board December 1, 2020

<https://watch.pittsfieldtv.net/CablecastPublicSite/show/37825?channel=9>

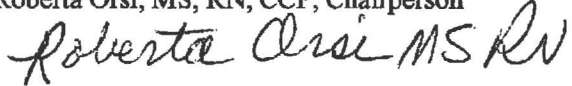
Certified and Regular Mail: 7021-0350-0000-4282-0554 (Pittsfield Cellular Telephone Company, Atty. Ellen W. Freyman)

Certified and Regular Mail: 7021-0350-0000-4282-0547 (Pittsfield Cellular Telephone Company, Mark J. Esposito, Esq.)

Certified and Regular Mail: 7021-0350-0000-4282-0530 (Farley White South Street, LLC, Roger W. Altreuter, Manager)

ORDERED by unanimous vote of the Pittsfield Board of Health on April 7, 2022

Roberta Orsi, MS, RN, CCP, Chairperson

Handwritten signature of Roberta Orsi, MS RN.

Kimberly Loring, PMHNP-BC

Handwritten signature of Kimberly Loring, PMHNP-BC.

Steve Smith, MA

Handwritten signature of Steve Smith, MA.

Brad Gordon, JD

Handwritten signature of Brad Gordon, JD.

Jeffery A. Leppo, MD – Not Present-Did Not Participate



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

Tel. (413) 499-9352
solicitor@cityofpittsfield.org

January 31, 2022

To the Honorable Members
of the City Council
of the City of Pittsfield

Dear Councilors:

On December 15th, 2021 the following matter was referred to this office:

"That the recent creation of new positions, including but not limited to the Special Projects Manager, appear to be in violation of the City Code. It seems the City did not create any positions by the amending of the "compensation tables" salary schedule. That would only indicate the potential salary range once the position is created. It would seem more specific steps are necessary.

Therefore, I request that this matter be referred to the City Solicitor for a legal opinion as to all the steps necessary to create a new position."

Under the City's Charter, the Administration hires and fires all employees.

The City Council's role is:

- To approve or reject the budget which contains the appropriation funding the position(s);
- To approve or reject the appointment of an individual as a department head (Section 2-10);
- To approve or reject administrative orders submitted by the mayor to create or reorganize city agencies;
- To accept or reject grants which may specifically include funding for personnel to manage the grant or which permit grant funding to be used to hire and pay for personnel to manage the grant.

If the City Council votes to accept a grant which includes funding for personnel or which permits the funds to be used for personnel and expenses to oversee the grant, the management of the grant is within the purview of the administration. Any personnel position created to manage the grant do not require the City Council to raise and appropriate funds.

These are temporary grant funded positions which will end when the grant funds are exhausted.

Respectfully submitted,

Stephen N. Pagnotta
City Solicitor



City of Pittsfield

RECEIVED CITY CLERK
CITY OF PITTSFIELD, MA
2021 DEC -8 PM 12:31

December 06 20 21

To the City Council of the City of Pittsfield:-

The undersigned respectfully

That the recent creation of new positions, including but not limited to the Special Projects Manager, appear to be in violation of the City Code. It seems the City did not create any positions by the amending of the "compensation tables" salary schedule. That would only indicate the potential salary range once the position is created. It would seem more specific steps are necessary.

Therefore, I request that this matter be referred to the City Solicitor for a legal opinion as to all the steps necessary to create a new position.

This is very important to clarify because there is a basic principle of municipal law that if all the technical requirements are not complied with by the municipality, money due from and/or paid by the city are subject to being deemed unenforceable or requiring reimbursement to the city even if the recipient has validly provided goods or services.

Respectfully submitted,

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

Kenneth G. Warren Jr.
Ward 1 City Councilor Elect



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

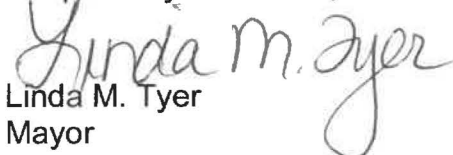
April 6, 2022

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

Dear Councilors:

I am submitting this communication to notify you that I am appointing Nicholas Bryant, Shaun Courtney and Simon Wineberg as Police Officers with the Pittsfield Police Department in accordance with Civil Service regulations.

Respectfully submitted,


Linda M. Tyer
Mayor

LMT/CVB



**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 24, 2022

Honorable Linda Tyer
70 Allen Street
Pittsfield, MA 01201

Dear Mayor Tyer,

Submitted herewith for your approval and referral to the City Council are the appointments of Nicholas Bryant, Shaun Courtney and Simon Wineberg as Police Officers with the Pittsfield Police Department.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read "Michael J. Wynn", is written over a light blue horizontal line.

Michael J. Wynn
Chief of Police
Pittsfield Police Department

c: Personnel Dept.



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2022 APR 20 PM 10:01

April 20, 20 22

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Honorable members of the City Council and Colleagues submitted is a petition that the Commissioner provide vide a plan when the crumbling retaining wall around the Causeway fishing areas were it has become a public danger and what the time frame will be to fix this deteriorating walls and respond back by the next City Council Meeting

Respectfully Submitted

Councilor Anthony V Maffuccio



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2022 APR 20 PM 10:02

April 20, 20 22

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Honorable members of the City Council and Colleagues submitted is a petition that the Commissioner add View Street to the in-house paving list for the future of resurfacing this location, and to fix the drainage problem where it meets Pecks Road cause flooding during long periods of rain.

Respectfully Submitted

Councilor Anthony V Maffuccio



City of Pittsfield

RECEIVED-CITY CLERK
PITTSFIELD, MA
2022 APR 21 PM 1:27

April 20th 20 22

To the City Council of the City of Pittsfield:-

The undersigned respectfully

ask the city of Pittsfield to close dawcasey memorial drive for public safety reasons. the road has been flooded for three weeks and a public safety hazzard.

A handwritten signature in cursive script, appearing to read "Daniel Miraglia".

Daniel Miraglia
68 Ontario St
Pittsfield, MA

Paul S. Miraglia 4/20/22

From: danrags@verizon.net,
To: danrags@verizon.net,
Subject: dancasey memorial
Date: Wed, Apr 20, 2022 12:30 pm

the current condition of dan casey memorial drive presents many public safety issues to motorists and the general public as well as liability issues for the city of pittsfield and failure to address these safety issues is negligence.

the road has been flooded since March 31 until present date of April 20 due to a failed culvert system as confirmed by engineering which states the main culvert is heavily silted in and partially collapsed . the retaining walls are undermined and several sections have collapsed into the lake and these structures can not be certified safe by any means. the main road is seriously degraded and the shoulders of the road have partially collapsed on both sides of the road and get worse every day.

a small road closure was put up by the city but that has not stopped through traffic for cars, trucks, 18 wheelers from continued use of this dangerous road ... keeping the road open has put the general public in harms way especially the fisherman who heavily use this area of concern.

the city of pittsfield is in the process of a RFP to replace the existing failed culvert with two new box drains and this construction project will require a road closure ,so why not close the road now for public safety and liability reasons, there are only two houses on dan casey and a detour plan can be established on hancock rd extension,

i would recommend blocking the road completely from pecks rd entrance and again blocking the road just past the failed culvert system. secondaly we can consider allowing the general public the continued use of the lower section of dan casey memorial drive for fishing, or enjoying the natural surrounding of onota lake . To accomidate this the public can use the churchill rd entrance and drive to designated parking areas that currently exist on dan casey.

thank you

daniel miraglia

68 ontario st

pittsfield ma

deligate berkshire county leauge of sportsman



City of Pittsfield

April 6 2022
20

To the City Council of the City of Pittsfield:-

The undersigned respectfully

The Pittsfield Supervisory and Professional Association requests the City Council communicate to the Pittsfield School Department requesting a reciprocal agreement between the School Department and the City of Pittsfield wherein any employee who transfers from the City of Pittsfield to the School Department without interruption or break in service, shall maintain their original service date for purposes of determining accrual benefits as outlined in all City of Pittsfield collective bargaining agreements.

Recently, it was amended to the City Code that an employee who transfers from the School Department without interruption or break in service, shall maintain their original service date for purposes of determining accrual.

We ask that the same should be applied for any employee who transfers from a City of Pittsfield position to a School Department position.

Respectfully submitted,

James Munn

President of the Supervisory and Professional Employee Association



City of Pittsfield

2022 APR 12 PM 2:54

April 10 2022

To the City Council of the City of Pittsfield:-

The undersigned respectfully

We, the undersigned, in light of the shooting of Miguel Estrella and Daniel Gillis where there was no body camera footage, hereby petition the City of Pittsfield to equip Pittsfield Police Officers with body cameras and police cruisers with dashboard cameras. Video footage greatly assist in the preservation of the truth with respect to police encounters. It neither favors the citizen interacting with the police nor the police officers themselves—it neutrally captures what actually occurred.

163 Imperial Ave. Pittsfield

Rinaldis Del Gaudio



City of Pittsfield

April 10 2022

To the City Council of the City of Pittsfield:-

The undersigned respectfully

We, the undersigned, in light of the shooting of Miguel Estrella and Daniel Gillis where there was no body camera footage, hereby petition the City of Pittsfield to equip Pittsfield Police Officers with body cameras and police cruisers with dashboard cameras. Video footage greatly assist in the preservation of the truth with respect to police encounters. It neither favors the citizen interacting with the police nor the police officers themselves—it neutrally captures what actually occurred.

[Signature] 60 4th ST Green Falls MA 01376
Karen Clark 388 Park St. Northampton MA 01060
[Signature] 282 Appleton Ave, Pittsfield
" " "
Natalie Sharp
BRYAN HOUSE
[Signature] 21 Dutchess Ave Pittsfield
Kristina Carrot 43 Gale Ave Pittsfield
Patrick Doyle 53 Bromback St Pittsfield
Lois New 79 Dewey Avenue Pittsfield
Wendy Kinner
Juni Fullinsall 20 Danforth Ave Pittsfield
TJ Hutto Blake 352 Warden Rd. Belket



City of Pittsfield

April 10 2022

To the City Council of the City of Pittsfield:-

The undersigned respectfully

We, the undersigned, in light of the shooting of Miguel Estrella and Daniel Gillis where there was no body camera footage, hereby petition the City of Pittsfield to equip Pittsfield Police Officers with body cameras and police cruisers with dashboard cameras. Video footage greatly assist in the preservation of the truth with respect to police encounters. It neither favors the citizen interacting with the police nor the police officers themselves—it neutrally captures what actually occurred.

Ludwig Jean-Louis 546 Fenn St

Ulrike Nagel U.S.

Barth Brundel Leno

Abigail Martin 81 Brown St.

Alex Corbua 423 North St

Rebecca Grunster 200 Benedict Rd

Kayla Rodriguez 174 Burbank St.

Patricia Gorman 97 Whiteoak Williamstown

Cindy Nikitas Wmsdn, MA 01267

Jody Burrows S. Eganmont, MA
Sara Parker

Nora Zahn North Adams, MA

Caroline Kelley Pittsfield, MA

Anam. Wolfe 260 Pittsfield Rd. Leno MA
01240



City of Pittsfield

April 10 2022

To the City Council of the City of Pittsfield:-

The undersigned respectfully

We, the undersigned, in light of the shooting of Miguel Estrella and Daniel Gillis where there was no body camera footage, hereby petition the City of Pittsfield to equip Pittsfield Police Officers with body cameras and police cruisers with dashboard cameras. Video footage greatly assist in the preservation of the truth with respect to police encounters. It neither favors the citizen interacting with the police nor the police officers themselves—it neutrally captures what actually occurred.

Allyn Edh 20 High St Lee MA
 Christine Alberti 41 Otis Ave Dalton MA
 Denise Deserieux 30 Church St Lee MA
 Cami Christensen 81 Northumberland Rd Pittsfield
 Evelyn ^{NELSON} Nelson 3 Pond View W. Stockbridge
 Sophia Burnell East Center Lee MA
 Laura Jordahl Great Barrington MA
 Rocio Velis Pittsfield MA
 Angel Braut Pittsfield, MA
 Akira Derr Pittsfield MA
 Whoyler Dorcas, Adams MA
 Amellie Coster, Lenox, MA
 Doris [unclear], [unclear] MA



City of Pittsfield

April 10 2022

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<i>Nicole Fournier</i>	38 North St
<i>Nicole Fournier</i>	164 Skyline Trail Hinsdale
<i>Jenny</i>	20 West St. Pittsfield, MA 01201
<i>Luci Z. Leonard</i>	1 Glenn West Stockbridge 01266
<i>Jeffrey Turner</i>	53 Robert St., Pittsfield, 01201
<i>Zandra Blomberg</i>	53 Robert St. Pittsfield MA 01201
<i>Laura Bentz</i>	Berkshire Cty
<i>Samantha Lacasse-Andrews</i>	14 Hamlin St Pittsfield/MA 01201
<i>Austin LaBelle</i>	109 April Lane
<i>Miguel Tirado</i>	170 Rabbias Ave
<i>Rita Ambrutt</i>	MONTEREY MA
<i>Alex Blumin</i>	ALEX BLUMIN 16 Hamlin St, Pittsfield, MA 01201



City of Pittsfield

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Jessie Marsh

88 Brown St.

Pittsfield

China Oberle

1612 Seymour St

Becky Crane

100 Reservoir Rd., Dalton

Justin Calumet

146 Brooker Hill Rd,
Becket, MA 01223

Susan C. J. Petrovsky

440 North St., Pittsfield

Debra Elmy

96 road hounsatonic Ma

Gustavo Adorno

48 Reed St

Megan Orr

101 Cummings Ave Pittsfield

Jessica Vecchia

Tina Tartaglia

28 Clinton Ave Pittsfield, MA



City of Pittsfield

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Jamur M Cantarella
 Alicia Burke
 Margherita
 Marjorie

Carol Way

Maria Melendez

Manu Soria

Narcos Silva

Elina Estrella

Marisol Estrella

Manuel Polanco

Nyunna Slaughter (Baereman Ave)

Joe Bennett

Marisela Pasqua

Elizabeth Walker
 Alexis McGovern

Aurelia Jacobsen

Crystal Ortiz-Styles

Sofia Palano

Nyasa Mayes

Jessica Sondrini Pittsfield

Desiree King

Paul Johansen

~~Paul Johansen~~

Enica

SS Spring

Janessa Driscoll (South Atlantic)

18 Daniels Ave



City of Pittsfield

April 10 2022

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Dashine Moore 549 North St Pittsfield MA
Chris Germann 549 North St Pittsfield MA
Corey Johnson 3 Coleman Terrace
SCOTT BENNIS

Abner Valdez
10 Francis Ave Apt #8
Daneya Falwell 279 Onda St

Ty'Shae Gusty Pittsfield

Casey A IVERY-Mayotte 164 Onda St Pitts.
Jahmeir K Chappelle Pitts.
Mike IVERY Pitts. Samira K Roades Pitts
Carol Ivery Pitts. Louis Roades Pitts
Alexis Fogle Pitts.

Corey Johnson 413 841 9844



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2022 APR 19 AM 11:17

April 19th 20 22

To the City Council of the City of Pittsfield:-

The undersigned respectfully

"An Act Establishing Body Cameras
for All Law Enforcement within Berkshire County"

- (HB 3829)(2015) appropriated \$25000 in competitive grant funds to municipalities, administered by the executive office of Public Safety and Security
- Application as to grants to be reviewed and adopted uniform code pursuant to Section 104 Section of Chapter 253 of the Acts of Resolve
- Communications as to procurement and adoption of uniform codes with Law Enforcement Task Force and all to be available to Public as well as Public access to body cam footage & video.
- Resolution and approval to sponsored by City Council & Unions involved in Law Enforcement in Berkshire County, mainly Pittsfield Police Department.
- Emergency use of ARPA findings to establish use & procurement of functional Berkshire County Cam Task Force.



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2022 APR 19 AM 11:17

April 19 20 22

To the City Council of the City of Pittsfield:-

[Signature]
The undersigned respectfully

An Act Establishing Mandatory Regulations
as to Housing by Real Estate Agencies.

- Cavalier Management / Cavalier Holdings has violated various tenants rights and failed fiduciary obligations as to inspections, and tenant rights.
- Cavalier Management / Cavalier Holdings have illegally obtained loans on intentional inflated appraisal price on dilapidated properties.
- Duta Real Estate has violated foreclosure proceeding in which Notice of Publication was never issued, violated open meetings laws, and blanketing to secure property.
- Duta Real Estate does not have any intention of providing habitable conditions as to tenants or businesses in the city of Pittsfield.
- Evidence of Court Proceedings and records as to verify for Garry Jackson & LeMorr Tallen



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2022 APR 21 PM 1:25

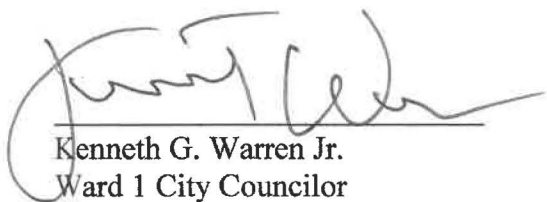
April 20 20 22

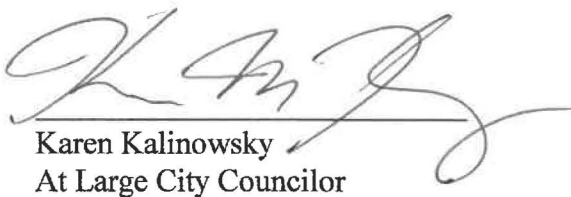
To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that the sidewalks in Walden Village area encompassing Walden Lane and Alcott Lane be added to the sidewalk list referred to the Public Works Committee and be reconstructed this year. These sidewalks are in poor shape and widely used by the residents including children as well as retirees and senior citizens who otherwise have to walk in the road.

Respectfully submitted,


Kenneth G. Warren Jr.
Ward 1 City Councilor


Karen Kalinowsky
At Large City Councilor



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2022 APR 21 PM 1:25


April 20 20 22

To the City Council of the City of Pittsfield:-

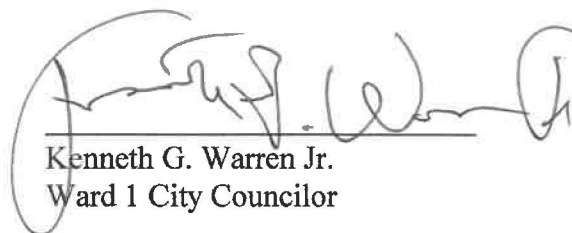
The undersigned respectfully

Requests that the sidewalks in Morningside Heights area encompassing Bossidy Drive, Crestview Drive, and Hurley Drive be added to the sidewalk list, referred to the Public Works Committee and be reconstructed this year. These sidewalks are in poor shape and widely used by the residents including children as well as senior citizens who otherwise have to walk in the road.

Respectfully submitted,



Karen Kalinowsky
At Large City Councilor



Kenneth G. Warren Jr.
Ward 1 City Councilor



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2022 APR 21 PM 1:25


April 20 20 22

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that Montgomery Avenue and Montgomery Avenue Ext. be added to the in-house repair list, referred to the Public Works Committee and be reconstructed this year. These roads are in poor shape and widely used by the residents and others, because of their proximity to Reid Middle School, Springside Park, and St. Charles Church.

Respectfully submitted,



Kenneth G. Warren Jr.
Ward 1 City Councilor



City of Pittsfield

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2022 APR 21 PM 1:25

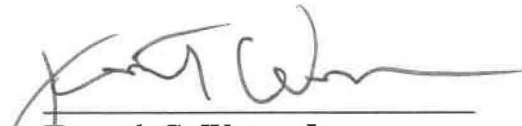
April 20 20 22

To the City Council of the City of Pittsfield:--

The undersigned respectfully

Request that Oak Hill Road and Partridge Road be added to the in-house repair list, referred to the Public Works Committee and be reconstructed this year. These roads are in poor shape and widely used by the residents and others especially now due to the increased use as a result of the expanded layout the extremely popular Ashuwillticook Rail Trail. Please note that the Commonwealth is currently also improving access to the Rail Trail to facilitate and encourage its use.

Respectfully submitted,



Kenneth G. Warren Jr.
Ward 1 City Councilor



City of Pittsfield

2022 CITY CLERK
CITY OF PITTSFIELD, MA

2022 APR 21 PM 1:46

April 20 20 22

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Requesting the Director of Finance distribute by email for the April 26, 2022 City Council meeting the following Budget and Revenue reports in **Excel format charts** per my emails directed to A. Crespo and M. Kerwood dated 4/14 and 4/18:

2022

Revenues YTD Budget Report - Revenues thru 03-31-22

Expenses YTD Budget Report - Expenses thru 03-31-21
YTD Budget Report - School Expenses thru 03-31-21

2021

Revenues YTD Budget Report - Revenues thru 03-31-21
YTD Budget Report - Revenues thru 06-30-21

Expenses YTD Budget Report - Expenses thru 03-31-21
YTD Budget Report - Expenses thru 06-30-21
YTD Budget Report - School Expenses thru 03-31-21
YTD Budget Report - School Expenses thru 06-30-21

2020

Revenues YTD Budget Report - Revenues thru 03-31-20
YTD Budget Report - Revenues thru 06-30-20

Expenses YTD Budget Report - Expenses thru 03-31-20
YTD Budget Report - Expenses thru 06-30-20
YTD Budget Report - School Expenses thru 03-31-20
YTD Budget Report - School Expenses thru 06-30-20

Signed,

Charles Kronick

Charles Kronick

Councilor, Ward 2