



THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

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

Linda M. Tyer
Mayor

January 20, 2021

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

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amount of \$3,000,000.00 from the Massachusetts Executive Office of Housing and Economic Development through the MassWorks Infrastructure Program to fund the construction of the Tyler Street Streetscape and for the Tyler/Dalton/Woodlawn intersection improvements.

Respectfully submitted,

Linda M. Tyer
Linda M. Tyer, Mayor

LMT/CVB
Enclosure



CITY OF PITTSFIELD

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

January 19, 2021

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

Dear Mayor Tyer:

Requested hereby is your authorization to accept a grant of funds in the amount of \$3,000,000 from the Massachusetts Executive Office of Housing and Economic Development's Massworks Infrastructure Program. The purpose of this grant is to fund the construction of the Tyler Street Streetscape and Roundabout project.

This project is the culmination of years of planning efforts and community engagement that preceded and then were amplified by the 2014 creation of MassDevelopment's Transformative Development Initiative and selection of the Tyler Street District as one of the original 10 districts. A neighborhood revitalization plan was completed in 2016, followed by pop-up demonstration led by Better Block of safer pedestrian crossings, street front café's and other activities, and enhanced bicycle facilities. These efforts highlighted Tyler Street's potential as well as the negative perceptions that can result from inadequate lighting and a lack of public gathering spaces, safe accommodations for pedestrian and, the lack of bus stops and shelters.

The City led a design process for Streetscape improvements to Tyler Street as well as undertook a feasibility project to understand potential improvements for the Tyler Street/Dalton Avenue/Woodlawn Avenue intersection. The latter led to the design of a roundabout, which will provide needed safety improvements to a poorly functioning intersection.

Over the past four years, the City has engaged residents, businesses, property owners, and potential developers in these various planning and design endeavors and other TDI program activities. The Tyler Street Business Group and the Morningside Initiative have also provided property owners, businesses and residents with numerous opportunities to be actively involved in shaping the vision for the corridor and surrounding neighborhood.

The need for improvements to public infrastructure on Tyler Street has consistently been identified by property owners, businesses, residents and developers, with specific needs identified for better lighting, creation of bus stops and shelters, inclusion of bicycle lanes and other bicycle infrastructure, and overall improved conditions for pedestrians and shoppers. This input has been incorporated into the final design.

The goals and outcomes of this project include:

- Create a multi-modal transportation network that supports the needs of the neighborhood and connects the Tyler Street corridor with downtown and the anchor employers directly to the east and west of the corridor.
- Integrate elements of "Complete Streets" and "Complete Communities" helping to strengthen the relationship of the business corridor with the surrounding residential neighborhood and foster use of all modes of transportation.
- Improve pedestrian safety and areas for gatherings and outdoor experiences/activities.
- Maintain on-street parking to the maximum extent practical, as many businesses do not have access to off-street parking.
- Support improved connections between the public right-of-way and private development.

The City Council approved two capital requests in the FY2020 budget which will be utilized to complete this project: \$2,000,000 for Tyler Street Streetscape, and \$1,200,000 for Tyler/Dalton/Woodlawn Intersection improvements. In total, the initial estimate of the overall project cost is \$6,000,000. The design work behind this project was made possible through a FY2016 capital project in the amount of \$200,000 for Tyler Street Streetscape Design.

Staff has scheduled a final public meeting on the project which will be held via Zoom on February 10, 2021 at 6:00 pm. A mailed notice in advance of the meeting will be provided to all immediately abutting property owners to provide an opportunity for additional public engagement leading up to and at this meeting.

Sincerely,

A handwritten signature in cursive script that reads "Deanna Ruffer (JAD)".

Deanna Ruffer
Director

cc. City Accountant

No. _____

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 FROM THE MASSACHUSETTS EXECUTIVE OFFICE OF HOUSING AND
ECONOMIC DEVELOPMENT

Ordered:

That the City of Pittsfield, by and through its Mayor and City Council, is hereby authorized to accept a grant of funds in the amount of three million dollars (\$3,000,000.00), from the Massachusetts Executive Office of Housing and Economic Development and that said funds may be expended pursuant to Massachusetts General Laws, Chapter 44, section 53A, and in accordance with the provisions of the grant award, a copy of the contract which is attached to this Order.

Said grant is approximately 50% of the approved project cost of \$6,000,000.00. The City's match will include \$3,000,000 through previously approved capital funding from the Fiscal Year 2020 budget cycle. Therefore, the breakdown of funds is as follows:

State Share: \$3,000,000

City Share: \$3,000,000

Ordered further: The funds necessary to meet the City's share of the project shall come from two accounts: 30004-58900 (Tyler Street Streetscape) and 31903-58900 (Tyler/Woodlawn/Dalton Intersection Improvements)



Commonwealth of Massachusetts
**EXECUTIVE OFFICE OF
HOUSING & ECONOMIC DEVELOPMENT**
One Ashburton Place, Room 2101, Boston, MA 02108

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

MIKE KENNEALY
SECRETARY

TELEPHONE: (617) 788-3610
www.mass.gov/hed

November 19, 2020

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

Dear Mayor Tyer:

Thank you for submitting an application to the 2020 Round of the MassWorks Infrastructure Program. This year, the Executive Office of Housing and Economic Development (EOHED) received 100 applications requesting almost \$208 million. The team at EOHED worked together with our various state agency partners to carefully evaluate each application and recommend the most shovel-ready and highest-impact projects for grant funding.

On behalf of the Baker-Polito Administration, I am pleased to inform you that we have approved a grant for **\$3,000,000** to the **City of Pittsfield** (Grantee) to support the **Tyler Street Streetscape Improvements Project**. In order to begin preparing a contract for this grant, please respond with a completed Pre-Contract Form (template attached) no later than December 18, 2020. A member of the MassWorks team will reach out to your office directly to discuss any additional conditions or requirements related to this grant award and next steps.

Please be advised that this letter does not constitute an agreement or contract with EOHED or the Commonwealth of Massachusetts, nor does it confer any rights onto the Grantee. The Grantee is not authorized to proceed with any purchases or construction work, for which it expects reimbursement from this grant, until a contract has been fully executed with EOHED.

The grant commitment outlined above is contingent upon successful execution of a contract no later than June 30, 2021, with a project scope/timeline confirming that the project can be completed within the next three years. Projects not under contract by the June 30 deadline will no longer be eligible for this funding but may reapply in a future competitive round.

Again, thank you for your participation in the MassWorks Infrastructure Program. We look forward to working with you to advance the economic growth of your community and the Commonwealth.

Sincerely,

Mike Kennealy
Secretary



CONTRACTOR LEGAL NAME: City of Pittsfield (and d/b/a):		COMMONWEALTH CONTRACT NUMBER: Executive Office of Housing and Econ. Dev. MMARS Department Code: EED	
Legal Address: (W-9, W-4): 70 Allen Street, Pittsfield MA 01201		Business Mailing Address: 1 Ashburton Place, Boston, MA 02108	
Contract Manager: Allison McMordie	Phone: 413-499-9417	Billing Address (if different):	
E-Mail: amcmordie@cityofpittsfield.org	Fax: 413-499-9418	Contract Manager: Jong Wai Tommee	Phone: 617-788-3611
Contractor Vendor Code: VC6000192128		E-Mail: jong.wai.tommee@mass.gov	Fax: 617-788-3605
Vendor Code Address ID (e.g. "AD001"): AD 0001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 20MWIPITTSFIELDTYPE	
		RFR/Procurement or Other ID Number: MWIP-2020	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		___ CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: ____, 20___. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ <u>3,000,000</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ☐ % PPD; Payment issued within 15 days ☐ % PPD; Payment issued within 20 days ☐ % PPD; Payment issued within 30 days ☐ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Grant funding through the MassWorks Infrastructure Program (pursuant to Plan Item D001 in the Mass. Capital Investment Plan 2021-2025) to support a public infrastructure project, in accordance with the scope and additional terms and conditions outlined in Attachment A, and as described in the attached RFR response.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Linda M. Tyer</u> Print Title: <u>Mayor</u>		Print Name: <u>Mike Kennealy or Designee</u> Print Title: <u>Secretary of Housing and Economic Development</u>	

EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEVELOPMENT
MassWorks Infrastructure Program

ATTACHMENT A
Additional Terms and Conditions

ARTICLE I – Grant Agreement

A Grant Agreement (Agreement) is made by and between the Commonwealth of Massachusetts, acting through the Executive Office of Housing and Economic Development (EOHED), and the City of Pittsfield (Public Entity), jointly referred to as “The Parties”, based on the application submitted by Public Entity (incorporated herein as Attachment B). The following documents, collectively, are referred to as the “Contract”:

1. Commonwealth of Mass. – Standard Contract Form
2. Commonwealth of Mass. – Contractor Authorized Signatory Forms
3. Attachment A, Additional Terms and Conditions (*this document*)
4. Attachment B, RFR Response / Grant Application and Site Plan

The purpose of the Contract is to identify the roles, responsibilities, and obligations of each party as they relate to the implementation of a MassWorks Infrastructure Project (Project), based on an application submitted on: August 27, 2020. The entire Contract package sets forth the parties’ mutual intentions and understandings. All Parties agree to devote the necessary resources and to work in good faith to achieve the objectives contemplated herein.

ARTICLE II – Definitions (*The following terms shall have the respective meanings ascribed to them.*)

“**Contract**” shall mean the documents described in Article I in their entirety, as they may be amended, supplemented, or restated from time to time.

“**Contract Manager**” shall mean the staff member assigned to manage/oversee the Contract.

“**Director**” shall mean the Assistant Secretary or designee that manages/supervises the MassWorks Program.

“**Grant Application**” shall mean the application submitted in response to the RFR by the Public Entity to the MassWorks Program, including a Site Plan, and appended as Attachment B to the Contract.

“**Grant Funds**” shall mean funds disbursed by EOHED to the Public Entity pursuant to the Contract.

“**MassWorks Program**” shall mean the economic development grant program authorized by Section 63 of Chapter 23A of the Massachusetts General Laws, and further described in the MassWorks Infrastructure Program Guidelines promulgated annually by the Secretary, as such Guidelines may be modified or updated from time to time.

“**Monetary Penalties**” shall mean the full recoupment by EOHED of funds paid to Public Entity under the Contract and recovery of all Commonwealth administrative costs and legal fees related to the Contract, including enforcement thereof.

“**Project**” shall have the meaning set forth by all of the components outlined in Article III.

“**Project Site**”, also referred to herein as the “**Site**”, shall mean the land and appurtenant easements, if any, identified in Section III.A hereof, described in the Grant Application, and shown on the Site Plan.

“**Scheduled Drawdown Dates**” shall mean the quarterly milestone dates identified in Article III, Section E by which EOHED expects to disburse Grant Funds to reimburse the Public Entity for Project costs previously incurred.

“**Secretary**” shall mean the Massachusetts Secretariat of Housing and Economic Development.

“**Maximum Obligation**” shall mean the maximum amount of Grant Funds that the Public Entity is allowed to request/receive for performance under this contract.

ARTICLE III – Project Scope and Budget

Project Name: Tyler Street Streetscape and Roundabout Improvements

Maximum Obligation of this Contract: **\$3,000,000**

A. Description of the Project Site

The site consists of the Tyler Street right-of-way from the First Street intersection to the west to the intersection with Dalton Avenue, Woodlawn Avenue, and Tyler Street Extension to the east. The proposed roundabout will involve takings of portions of four properties to allow for the roundabout (J10-9-103, J11-3- 1, J11-1-1, and I11-1-4). See attached map for illustration of the proposed areas of work.

B. Project Description

Overall, the project involves design and a limited amount of permitting, land takings in order to provide adequate land area for the roundabout, and the full scale reconstruction of Tyler Street and the roundabout, which includes relocating utility poles, new landscaping, new lighting and traffic control equipment.

C. Project/Construction Timeline

MILESTONE	MONTH/YEAR
Design, Survey, and Engineering Complete	January 18, 2021
Bids Opened/Contract Awarded	February 26, 2021
Construction Started	May 3, 2021
Construction 50% Complete	November 19, 2021
Construction 100% Complete	June 3, 2022
Punch List	June 24, 2022

D. Project Budget:

SPENDING CATEGORY	Grant Funds Allocation
Pre-Construction (include design, surveying, engineering, permitting, and bidding, etc.)	\$0
Construction (itemize all earthwork and site work in the corresponding subcategories)	
Land Takings	\$0
Demolition/Remediation	\$0
Mobilization/Demobilization	\$50,000
Water/Sewer/Drainage (include pump stations)	\$225,000
Utility Relocation	\$15,000
Roadways (include paving, markings, signage, etc.)	\$550,000
Sidewalks/Curbing/Streetscapes (include guardrails, fencing, plantings, etc.)	\$850,000
Electrical/Lighting (street lights and traffic signals)	\$750,000
Bridges/Culverts	\$0
Other:	\$0
Contingency	\$325,000
Other Expenses	
Construction Administration / Project Management	\$0
Traffic Control / Public Safety Details	\$235,000
Other: Specify _____	\$0
Totals	\$3,000,000

E. Funds Drawdown Schedule

Period (QE = "Quarter Ending")	Amount
QE 9/30/20	\$0
QE 12/31/20	\$0
QE 3/31/21	\$60
QE 6/30/21	\$100,000
FY21 Total	\$100,000
QE 9/30/21	\$700,000
QE 12/31/21	\$700,000
QE 3/31/22	\$0
QE 6/30/22	\$750,000
FY22 Total	\$2,200,000
QE 9/30/22	\$700,000

QE 12/31/22	\$0
QE 3/31/23	\$0
QE 6/30/23	\$0
FY23 Total	\$700,000
Grand Total	\$3,000,000
Retainage (5%)	\$150,000

F. Description of the main leveraged private development, if applicable (include expected economic outcomes, such as number of new housing units and/or jobs).

The primary, most visible and immediate investments are the continued construction of the Morningstar Apartments at 665 Tyler Street, and the recently started work at 748 Tyler Street and 765 Tyler Street by Mill Town Capital. Active exterior improvements to secure the building at 765 Tyler Street are underway, and the foundation for the new building at 748 Tyler Street is underway. The three projects alone represent a \$15.4 million project at the eastern end of Tyler Street.

ARTICLE IV – Grant Administration

A. Project Management.

The Director shall oversee the MassWorks Program on behalf of the Secretary.

B. Use and Disbursement of Grant Funds.

EOHED shall disburse Grant Funds to the Public Entity solely to reimburse the Public Entity for reasonable expenses incurred in connection with the design or construction of the Project, in an aggregate amount not to exceed the Maximum Obligation. EOHED shall use best efforts to disburse Grant Funds within forty-five (45) days after receipt of a reimbursement request and invoices therefor from the Public Entity. All disbursements of Grant Funds shall be subject to the following terms and conditions:

1. Invoices for actual expenses shall be submitted for reimbursement on a monthly basis as costs are incurred, and by the 15th of the month following the period of performance. Reimbursement shall be only for work completed and/or items purchased, as approved by this Contract. The Contract Manager may disallow ineligible expenses and/or otherwise withhold approval of invoice reimbursement request due to insufficient and/or incorrect information. . The Contract Manager will promptly notify the Public Entity of any disapproved invoice and provide adequate time for correction. With prior authorization from the Director, the Public Entity may deviate from or suspend the Reimbursement Schedule.
2. To maintain the integrity of the MassWorks Program's capital budget, Grant Funds scheduled to be spent within a particular fiscal year (ending on June 30) must be posted in the state's accounting system, and disbursed no later than August 31 each year. In no event will EOHED be able to provide reimbursement for any expenses in the fiscal year, after this date. In order to allow enough time for processing and for meeting the deadline, all final reimbursement requests for the fiscal year must be submitted to the Contract Manager, as soon after the close of the fiscal year as possible, but not later than July 31. Requests that are submitted after this date will require a detailed justification for the delay and be subject to additional review and approval by the

Director. EOHED reserves the right to reject late invoices. It is the responsibility of the Public Entity to meet deadlines and ensure that all applicable requests are submitted in the corresponding fiscal year. EOHED will not accept or be obliged to consider requests seeking reimbursement for expenses from any previously closed fiscal year.

3. EOHED will set aside 5% of the total grant award as retainage until the Project (or the portion of the Project completed with Grant Funds) is demonstrated to be complete, and by submitting a completed project closeout form pursuant to Article V, Section D. The 5% will be deducted from the final invoice and will be paid promptly upon demonstration that the Project has been completed.

C. General Conditions of Funding

1. Verification of Representations. Funding is contingent upon satisfactory verification of all Project information and representations contained in the Grant Application. Determinations of such verification shall be made in the Secretary's sole discretion. The Public Entity is responsible for providing to the Secretary such information and documentation that the Secretary deems necessary for such determination.
2. No Obligation to Increase Budget. EOHED has no obligation to increase or reprogram the Grant Funds for any reason, including, but not limited to, a change in the Project's budget. It is the sole responsibility of the Public Entity to cover any and all cost overruns and secure any and all additional funding necessary for the Project.
3. No Arbitrage. For funds that are received on a cost reimbursement basis, for which the Public Entity invoices for the costs of performance when rendered, and for lump sum amounts, the funds received by the Public Entity must be held in a segregated non-interest bearing account and shall be expended by the Public Entity within 60 days to avoid arbitrage.
4. Drawdown Deadlines. The Project expenses shall be incurred, and reimbursements shall be requested, on a timeframe that permits Grant Funds to be disbursed in accordance with the Scheduled Drawdown Dates set forth in Article III. **Failure by the Public Entity to request reimbursement for the full amount of an expected Scheduled Drawdown Date that corresponds with the end of a fiscal year (June 30) may be deemed a material breach of this Agreement authorizing EOHED to exercise rights and remedies set forth in Article VI, including without limitation the revocation of the Grant.**
5. Additional Investment. If additional funds are required to complete the Project, including, but not limited to, private investment, the Public Entity shall use diligent efforts to obtain the funds necessary to complete the Project as set forth in Article III. The Public Entity is responsible for requiring the Project to be designed to budget and ensuring the Project can be completed as necessary to achieve the economic development goals outlined in the Contract.
6. Remaining Balance. In no event shall EOHED be obligated to disburse Grant Funds in excess of the actual cost of constructing the Public Improvements. Excess Grant Funds remaining in the budget upon completion of the Project, if any, may not be claimed by the Public Entity.
7. Other Conditions. [Project-specific conditions, if applicable.] N/A

ARTICLE V – Obligations of the Public Entity

A. Obligations of the Public Entity

This Agreement shall in no way relieve the Public Entity from the full force and application of any laws, rules, regulations and orders or requirements. In addition to any other requirements of the Contract, the Public Entity, by accepting any or all of such Grant Funds, shall:

1. Timely commence the Project, and diligently pursue the Project to completion, in accordance with the construction schedule set out in Article III.C.
2. Ensure compliance, including but not limited to any and all applicable local, state and federal rules, regulations and laws.
3. Submit regular and complete requests for reimbursement, on a form provided by EOHED that includes supporting invoices and documentation, pursuant to Article IV.B.
4. Submit timely and complete quarterly reports, on a form provided by EOHED that includes updates and/or changes to the Project.
5. Submit timely and complete reimbursement requests, with appropriate supporting documentation, in accordance with all Scheduled Drawdown Dates.
6. Cooperate fully and promptly with any other request for information that the Secretary or the Director may make.
7. Ensure that all representations made in the Contract by the Public Entity remain true and correct.
8. Ensure that construction begins on this Project in accordance with Article III.

B. Compliance with Laws Regarding Contractors and Procurement

Without limiting the generality of Section V.A.1 above, the Public Entity shall comply, and ensure that it its contractors comply, with the legal requirements set forth below.

1. The Public Entity shall comply with its procurement process and with Section 39M of Chapter 30 and Chapters 30B, 149 and 7 of the Massachusetts General Laws, to the extent applicable.
2. The Public Entity shall use diligent efforts to ensure that any contractors it employs or are employed on its behalf do not unlawfully misclassify workers as self-employed or as independent contractors, and will certify compliance with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.
3. The Public Entity shall use diligent efforts to ensure that within the past five years, no officers, directors, employees, agents, or subcontractors of which the contractor has knowledge, been the subject of (a) an indictment, judgment, conviction, or grant of immunity, including pending actions, for any business- related conduct constituting a crime under state or federal law; or (b) a government suspension or debarment, rejection of any bid or disapproval of any proposed contract subcontract, including pending actions, for lack of responsibility, denial or revocation of

prequalification or a voluntary exclusion agreement; or any governmental determination of a violation of any public works law or regulation, or labor law or regulation or any OSHA violation deemed “serious or willful.”

4. In accordance with Executive Order 481 and under the pains and penalties of perjury, the Public Entity shall ensure that its Contractors do not knowingly allow the use of undocumented workers in connection with the performance of the contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and that it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s).

The Public Entity understands and agrees that breach of any of these terms by its contractors during the contract period may be regarded as a material breach, subjecting the Public Entity to sanctions, including but not limited to Monetary Penalties, withholding of payments, contract suspension and termination of the Contract.

C. Signage

If signage is to be erected at or near the Project Site identifying the Project, such signage shall include acknowledgement of grant support from the Commonwealth of Massachusetts and/or the MassWorks Program. The Public Entity may contact the Contract Manager for message suggestions, to review draft signage, and/or to request digital copies of the Commonwealth Seal and/or Masswork logo.

D. Project Closeout

Upon completion of the Project, the Public Entity shall submit its final request for reimbursement along with a completed closeout form, as provided by EOHED, and photograph(s) of the work completed with the Grant Funds. Further, the closeout form shall certify that the scope of work outlined in this contract has been successfully completed and confirm that the Public Entity does not have any other expenses that it expects to be reimbursed from this grant. .

ARTICLE VI – Breach, Mitigation, and Remedies

A. Penalties for Breach of Contract

The Public Entity understands and agrees that in the event of a breach of any material term of the Contract during the contract period, the Secretary may, in his/her sole discretion:

1. Suspend, withhold or rescind the payment of Grant Funds;
2. Impose and collect Monetary Penalties;
3. Suspend, condition or terminate the Contract; and/or
4. Declare the Public Entity ineligible for participation in future programs administered by EOHED.

The Secretary’s rights and remedies set forth herein are not exclusive and do not preclude other remedies available to the Secretary at law or in equity. Any failure of EOHED to enforce at any time any provision of the Contract shall in no way be construed to be a waiver of such provision or of any other provision hereof.

B. Failure to Timely Commence or Complete the Project

It shall be a material breach of this Agreement if the Public Entity does not commence construction of the Project by the commencement date set forth in the construction schedule set forth in Article III.C, or if the Public Entity does not diligently pursue the Project to completion in accordance with said construction schedule. If the Secretary determines, in his/her sole discretion, that there is a material failure by the Public Entity to commence or complete the Project in accordance with the terms of the Contract, the Secretary may suspend the Grant (including any payments pending) by sending written notice sent to the Public Entity. The Public Entity shall have an opportunity to cure and to provide clear and convincing evidence that the Project is in compliance with the terms of the Contract within 60 days of the date of the receipt of said notice. Failure to do so will terminate the Contract effective immediately.

C. Post-Completion Maintenance and Operation: No Transfer

Upon completion of the Project, the Public Entity shall maintain and operate the Project infrastructure, and for a period of thirty (30) years following the date of this Grant Agreement, the Public Entity shall not sell, convey, lease or otherwise transfer the ownership or control of the Project infrastructure except with the prior written approval of EOHED, which approval EOHED may grant, condition or deny in its sole discretion. The Secretary, in his/her sole discretion, may recoup previously paid Grant Funds to the Public Entity if the Public Entity sells or otherwise conveys ownership of the Project or any portion thereof in violation of this section VI.C. This section VI.C shall survive the expiration or earlier termination of this Grant Agreement.

D. Completion of the Project After Termination

In the event of any termination of the Contract by the Secretary pursuant to this Article VI, the Public Entity shall submit to EOHED any and all materials that Public Entity owns related to the Project, including but not limited to, documents, financial pro-formas and analysis, studies, drawings, plans, specifications and intellectual property associated with this project in any way. EOHED shall have access to such material consistent with the provisions of Paragraph 7 of the Commonwealth Terms and Conditions. The Public Entity shall further consult with the Director with respect to the means and strategy for pursuing reasonable and timely completion of the Project in accordance with the purpose and scope as defined in the Contract and the MassWorks Infrastructure Program.

ARTICLE VII – Notice

Pursuant to Paragraph 5 of the Commonwealth Terms and Conditions, unless otherwise explicitly set forth in the Contract, all notices or other communications required or permitted to be given hereunder shall be in writing and delivered in person or when delivered by any other appropriate method evidencing actual receipt, addressed as follows (or to such other address and to such other person's attention as any party may from time to time specify by like notice to the other):

To EOHED: **MassWorks Infrastructure Program
Executive Office of Housing and Economic Development
One Ashburton Place, Suite 2101
Boston, MA 02108
Fax: (617) 788-3605**

To Public Entity: **City of Pittsfield**
 Attn: Alison McMordie
 70 Allen Street
 Pittsfield, MA 01201
 Fax: (413) 499-9418

ARTICLE VIII – Miscellaneous

A. Authority

Each party executing the Contract, in whole and in part, represents that such party has the full authority and legal power to do so and that such person, by signing and delivering the Contract, has created a legal, valid and binding and enforceable contract.

B. Amendment, Modification and Waiver

Any request to waive, modify, or discharge any terms of the Contract must be submitted in writing to the Director in the form provided by EOHED. Any amendment to the Contract shall be in writing, signed by all parties. Any oral waiver, change or discharge of any term or provision of the Authority shall be without authority and of no force or effect, whether or not notice has been given or received.

C. Other

1. Severability. Should a court of competent jurisdiction hold any of the provisions the Contract as unenforceable, any such decision shall not affect or impair any of the remaining provisions of those of the Contract.
2. Word Meanings. Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to the Contract as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.
3. Applicable Law. The Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Section 63 of Chapter 23A of the General Laws, and the courts of such Commonwealth shall be the sole forum with respect to any legal process arising hereunder.
4. Counterparts. The Contract may be executed in several counterparts, and, as so executed, shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.
5. Entire Agreement. The Contract embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

#

EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEVELOPMENT
MassWorks Infrastructure Program

ATTACHMENT B
RFR Response (Grant Application and Site Plan)

Section I. Project Summary

1.1: Project Location: *

Pittsfield

1.2 Applicant Type *

Municipal Government

Regional Planning Activity:	Berkshire County Regional Planning Commission			EOHED Region:	Berks hires
MassDOT Highway Division:	District 1	MVP Community:	MVP	Gateway City:	Gateway
Housing Choice Community:	No	Green Community:	Green	Rural or Small Town:	N/A

1.3 Applicant Organization Name: *

City of Pittsfield, MA

1.4: CEO Name: *

Linda M. Tyer

1.5 CEO Title: *

Mayor

1.6: Applicant Organization Legal Address: *

70 Allen Street

1.7: City/Town: *

Pittsfield

1.8: State:

MA

1.9: Zip Code: *

01201

1.10: Telephone: *

(413) 499-9321

1.11: Email: *

mayorsoffice@cityofpittsfield.org

1.12: Project Contact Name/Title (if different):

Cornelius Hoss, City Planner

1.13: Contact Tel.:

(413) 499-9366

1.14: Contact Email:

choss@cityofpittsfield.org

1.15: Select the one item below that best describes the type of development that is being supported by the public infrastructure project proposed in this application: *

- ☒ Mixed-use development (Residential with commercial, retail, and/or other development)
- ☐ Housing development (Housing only))
- ☐ Economic Development with job creation and/or retention (No housing)
- ☐ Small town road improvement project to enhance transportation safety (formerly STRAP)

1.16: Name of Proposed Project: *

Tyler Street Streetscape Improvements

1.17: Amount Requested: *

3,000,000

1.18: Total Budget: *

5,948,000

1.19: Project Abstract: Brief description (No more than 100 words) of the proposed public infrastructure project and associated private development. *

The revitalization of Tyler Street is a top City priority. Streetscape improvements include sidewalks, lighting, bike lanes, street trees, crosswalks, and bus stops; and are focused on the segment of Tyler St. from First St. to Dalton Ave. The intersection at Tyler St., Woodlawn Ave. and Dalton Ave. will be redesigned for improved safety. These public improvements will stimulate additional commercial and residential investment in the area and create a multi-modal connection with the downtown.

1.20 ATTACHMENT: *In Section VIII, attach a letter of support for this project from the*

municipal CEO

Section II. Infrastructure Project Description

2.1: Project Address/Parcel ID(s): *

Tyler Street; from First Street to the intersection (roundabout) of Woodlawn Ave. and Dalton Ave.

2.2 Describe the project site, including any unique challenges that may exist at this location: *

The Tyler Street project area is a 0.75 mile mixed-use commercial corridor that connects the City's largest employer, Berkshire Medical Center, with one of its greatest opportunities for growth, the William Stanley Business Park (former GE site). The built environment within the corridor is largely unchanged from its peak time of growth in the early 20th century. Land use consists of one and two story commercial and residential structures. Tyler Street is a heavily trafficked, two lane roadway (45 feet wide from curb to curb) with parking on both sides. Both gateway intersections have traffic problems. Challenges to redevelopment include perception of crime, vacancy/blight, low homeownership rates, poor lighting and sidewalks, and inefficient public transportation. Tyler Street is within a MassDevelopment TDI District and a designated Opportunity Zone. The surrounding neighborhood is younger and more diverse than the city in general, with active business and neighborhood groups.

2.3: Is the entire project site publicly owned? *

☒ Yes ☐ No

2.4: If yes, describe the type of public ownership (select all that apply).

☐ Public land ☐ Easement

☐ Leasehold ☐ Other: Identify:

☒ Right of Way

2.6: What is the primary (largest) component of the proposed public infrastructure project? (Select One)

☒ Roadway / Streetscape Improvements ☐ Public Utility Project (Gas, Electric, etc.)

☐ Bridge / Culvert Repair or Replacement ☐ Other: Identify:

☐ Water / Sewer Infrastructure

2.7: Project Description – Describe the public infrastructure project for which you are requesting grant assistance. Include details about the planned construction work and how this project will advance the host community’s housing, economic development and/or community revitalization goals, or if STRAP, how it will enhance transportation safety. ATTACHMENT: In Section VII, attach a site plan, conceptual drawing, and/or construction concept design that clearly demonstrates the location and proposed work *

The Tyler Street Streetscape project is the culmination of years of planning and community engagement beginning before the creation of MassDevelopment’s Transformative Development Initiative in 2014 and the selection of the Tyler Street District as a TDI District in 2015. Located adjacent to General Electric’s former sprawling industrial complex, the Tyler St. commercial corridor reflects its industrial legacy. While there are no longer 15,000 jobs within walking distance of Tyler St., it remains an important mixed-use commercial neighborhood. It is bookended by major employers Berkshire Medical Center (1,000 employees) to the west and William Stanley Business Park to the east (Berkshire Innovation Center and General Dynamics have 1,500+ employees and a planned growth of an additional 500 employees over 3 years). A 2016 neighborhood revitalization plan set the stage for a pop-up demonstration by Better Block focused on safe pedestrian crossings, placemaking, street front cafés and enhanced bicycle facilities. These efforts highlighted Tyler Street’s potential for destination business; however negative perceptions resulting from inadequate lighting, lack of public gathering spaces, safe pedestrian accommodations, and lack of bus stops and shelters remained. Illustrating its commitment to transforming this corridor, the City invested \$200,000 in design plans for streetscape improvements (lighting, sidewalks, street trees, crosswalks, bus stops, bike lanes and facilities, signage) including the redesign of the intersection at Tyler St., Woodlawn Ave. and Dalton Ave. - a source of public safety issues for years. The City has also been working with MassDOT on a \$5.4M reconstruction of the intersection of First St. and Tyler St. as well as the two intersections directly north of Tyler St., slated for construction in 2022. As part of the Tyler Street Streetscape Improvements design phase, the City has engaged residents, businesses, property owners and potential developers. The Tyler Street Business Group and Morningside Initiative have also provided stakeholders with many opportunities to be actively involved in shaping the vision for the corridor and surrounding neighborhood. In fact, due to public engagement and a clear articulation of the community’s commitment to the future, several development projects have moved in the Tyler St. area, marking the first major private investments in the neighborhood in over 50 years. The need for public infrastructure improvements on Tyler Street has consistently been identified by property owners, businesses, residents and developers, specifically, for better lighting, creation of bus stops and shelters, inclusion of bicycle lanes and other bicycle infrastructure, and overall improved conditions for pedestrians. This input has been incorporated into the project’s final design and now construction funding is being sought. The goals and outcomes of this project include: create a multi-modal transportation network to support the needs of the neighborhood and connect Tyler St. with downtown/anchor employees; integrate Complete Streets and Complete Communities to

strengthen the relationship of the business corridor with the surrounding residential neighborhood and foster use of all modes of transportation; improve pedestrian safety and areas for public gatherings; maintain on-street parking for businesses; and support improved connections between the public right-of-way and private development. The City estimates that \$30M in public improvements planned, underway or completed downtown have spurred \$176M in private investment proposed, underway, or completed. For the first time in decades, Tyler St. is witnessing private investment due to the City's commitment to complete significant public infrastructure upgrades. With available real estate and a connection to downtown, an enhanced public realm will not only increase neighborhood quality of life but continue to leverage further private investment.

2.8: ATTACHMENT: In Section VIII, attach a site plan, conceptual drawing, and/or construction concept design that clearly demonstrates the location and proposed work. *

2.9: Provide the planned schedule/timeline for the public infrastructure project for which the community is seeking MassWorks funding. *

Milestone	Start Date	End Date
Design / Engineering / Permitting *	9/2/2019	12/18/2020
Bidding Open / Close *	1/4/2021	2/5/2021
Construction Start *	4/1/2021	
50% Construction *		9/1/2021
Construction Complete *		6/1/2022

2.10: Which of the following permits, licenses, and/or approvals are required for this project? (Check all that apply). For selected items, indicate if secured and the actual/anticipated dates of filing and issuance.

Required Permits/Licenses/Approvals	Secured?	Filing Date (Actual or Anticipated)	Issue/Decision Date (Actual or Anticipated)
☐ Article 97 Land Disposition	☐		
☐ MEPA	☐		
☐ Chapter 91 License	☐		
☐ 401 Water Quality Certification	☐		

☐ Superseding Order of Conditions	☐		
☐ Water Management Act Permit	☐		
☐ MassDOT Access Permit	☐		
☐ Mass Historic Commission Review	☐		
☐ Planning Board	☐		
☐ Conservation Commission	☐		
☐ Zoning Board	☐		
☐ Sewer Extension Permit	☐		
☐ Utility Relocation	☐		
☐ Other:	☐		

2.11: What percentage of the project design is complete? *

75

2.12: Will the project require coordination with a utility company? *

☒ Yes ☐ No

2.13: If Yes, identify the utility company(ies) involved:

Verizon, Eversource

2.14: Will the project include work on a state roadway and/or at an intersection with a state roadway? *

☐ Yes ☒ No

2.16: Is this specific site included in a regional Land Use Priority Plan, Designated Priority Area, or similar plan that identifies regional priority development and/or preservation sites? *

☒ Yes ☐ No

2.17: If yes, identify the Area and Plan:

Berkshire County Comprehensive Economic Development Strategy 2017 - William Stanley
Business Park

2.19: Has the municipality applied to, or received a grant from, the Complete Streets Program for any portion of this project? *

☐ Yes ☒ No

Section III. Budget and Sources

3.1: Provide a breakdown of the project budget, by spending category, using the table below. This table should reflect the total cost of the public infrastructure project ONLY. DO NOT include expenses associated with a private development and/or for adjacent but separate infrastructure work carried out by the municipality or other entities. Enter the amount(s) requested from MassWorks for each category and the amount(s) covered by matching funds, if any. Please note that no more than 10% of the MassWorks request may be for pre-construction costs such as surveying, design/engineering, permitting, etc., except in the case of STRAP applications, which may include the full costs of all items.

Spending Category	MassWorks Funds Requested	Match / Other Funds	Total Project Budget	Source of Match / Other Funds
Design / Engineering / Permitting	0	638,000	638,000	City
Bidding	0	10,000	10,000	City
Construction *itemization required (see below)	2,800,000	2,300,000	5,100,000	City
Construction Admin.	200,000	0	200,000	
Total	3,000,000	2,948,000	5,948,000	

3.2: ATTACHMENT: * In Section VIII, attach an engineer's cost estimate that details the construction total. Applicant may submit a worksheet from the MassDOT Construction Project Estimator, or similar document

3.3: Is the construction work planned as a non-participating scope item on a MassDOT TIP project? *

☐ Yes ☒ No

3.4: If yes, identify the TIP Project Number, if available, and indicate whether the MassWorks project will be entirely or partially included in the non-participating scope of work.

3.5: If applicable, describe the source(s) of the Match/Other Funds (appropriation, loan authorization, donation, etc.), whether they are subject to a vote of approval by Town Meeting or Council, and by what date (actual or anticipated) the applicant expects to secure the funds.

The initial conceptual design process was funded by City capital funding approved by the City Council as part of the fiscal year 2016 budget in June 2015. The Tyler St. initial planning was \$157,000. Final design for streetscape improvements will total \$296,500. In addition, the feasibility study for the roundabout was \$41,500 and the final design for the roundabout improvements is \$143,000. The City Council approved \$3.2 million in capital expenditures on June 11, 2019 as part of the fiscal year 2020 budget. The funding was divided into \$2 million for the streetscape improvements and \$1.2 million for the intersection improvements.

Section IV. Preparing for Success

4.1: Has the municipality implemented best practice(s) in housing and/or economic development as part of the Commonwealth's Community Compact Program? *

☐ Yes ☒ No

4.2: Does the municipality have a current Master Plan in place? *

☒ Yes ☐ No

4.3: Is the project located in a federally designated Opportunity Zone? *

☒ Yes ☐ No

4.4: If Yes, is this project expected to benefit from an Opportunity Fund investment?

Note: Applicants answering yes, will be required to provide the name of the Fund and/or the managing entity, during the review. *

☒ Yes ☐ No

4.5: Indicate which of the following additional economic development tools/strategies have been adopted (and are currently in effect) within the municipality generally and at the project site specifically. (For each checked item, one or both of the items on the right must be checked.)

	Development Tool / Strategy	Within Municipality	Within Project Site
☒	40R Smart Growth or Starter Home District	☒	☒
☒	43D Expedited Permitting District	☒	☐
☐	Business Improvement District, Main Streets, or similar	☐	☐
☒	By-Right Zoning, Commercial	☒	☒
☒	By-Right Zoning, Multi-family	☒	☒
☐	Compact Neighborhood Designation	☐	☐
☐	Federal Choice Neighborhood / Economic Development District	☐	☐

☒	Housing Development Incentive Program Zone	☒	☒
☐	Housing Production Plan	☐	☐
☒	Mixed-use / cluster zoning	☒	☒
☒	Tax Increment Financing District	☒	☒
☒	Urban Center Housing Tax Increment Financing	☒	☒
☐	Urban Renewal Plan	☐	☐

4.6: Does the municipality have an active housing moratorium or any type of restriction of new housing? *

☐ Yes ☒ No

4.7: Is any part of the project in the current 1% annual chance (100-year) floodplain, the current 0.2% annual chance (500-year) floodplain, and/or within 0.1 miles of a water body? *

☐ Yes ☒ No

4.8: Does the project site have a history of flooding? *

☐ Yes ☒ No

4.9: Will the project result in a net increase in impervious area at the site? *

☐ Yes ☒ No

4.10: If yes to any of the above, describe how the project design will mitigate flood risks and/or heat-island impacts based on available climate change science and data.

4.11: Will the project provide other positive environmental benefits to the community, such as ecological restoration, improved air/water quality, pretreatment of stormwater discharge, etc.? *

☒ Yes ☐ No

4.12: If Yes, describe the benefits provided by this project.

Benefits provided by the project include improved air quality due to reduced automobile trips and increased bicycle and pedestrian activity as well as an enhanced quality of life and overall community health.

4.13: Does this project support imminent private development that is located within

a half mile of a transit station (defined as a subway or rail station, or a bus stop serving as the convergence of two or more fixed bus routes that serve commuters)?

*

☒ Yes ☐ No

4.14: If Yes, identify the transit type(s) and the names of the transit station(s) or stop(s).

The Berkshire Regional Transit Authority has bus routes that traverse Tyler Street accessed as flag stops.

4.15: Does project support imminent private development that is renovating/restoring a previously developed site? *

☒ Yes ☐ No

4.16: If Yes, identify the site address and describe the prior use(s).

653 Tyler St: Former St. Mary the Morningstar Catholic Church Complex
730/748 Tyler St & 39/43/47 Forest Pl ("730 Tyler St"): Parking lot, former plumbing shop, retail storefront
765-773 Tyler St: Former single room occupancy use above, first floor commercial units below
741 Tyler St: Existing mixed-use building
250 Tyler St: Former Hess gas station
231 Tyler St: Former fire station
50 Woodlawn Ave: Formerly part of GE campus
Corner of Tyler St. and Woodlawn Ave: Formerly part of GE campus

4.17: Does this project support imminent private development that is creating new housing with a density of at least four units/acre? *

☒ Yes ☐ No

4.18: If Yes, describe the level of housing density that will be leveraged by each private development supported by this project.

The 653 Tyler Street project will contain 29 multifamily residential rental units, with a density of 11.15 units/acre.

The 730 Tyler Street project will contain 20 new residential units, with a density of 38.42 units/acre.

4.19: Does the project support imminent private development containing a mix of residential and commercial uses, with a residential density of at least four units to the acre? *

☒ Yes ☐ No

4.20: If Yes, describe the types of commercial uses, as well as the level of housing density, that will be leveraged by each mixed-use private development supported by this project.

The 765-773 Tyler Street project contains 40 residential units/acre, as well as two ground floor commercial units. Spaces are currently vacant and not code compliant. The project will result in accessibility and code upgrades that will create turn-key commercial spaces.

4.21: Does this project directly or indirectly benefit and/or support economic development in the region? *

☒ Yes ☐ No

4.22: Are two or more communities carrying out this project jointly to implement an initiative that has been developed through a regional planning effort? If YES, attachment required. *

☐ Yes ☒ No

4.23: ATTACHMENT: *In Section VIII, attach a letter from each involved community outlining their participation and support for the project.*

Section V. Benefitted Private Development Projects

5.1: Does the public infrastructure project support immediate new development in and around the project area? If Yes, continue to the next question. If No, skip to Section VI. * (NOTE: Applicants for small town (STRAP) road projects should answer No and continue to next section.)

☒ Yes ☐ No

5.2: Will the public infrastructure project directly serve or connect to a private development project?

☒ Yes ☐ No

5.3: Will the public infrastructure project be on parcels of land that are either, a) part of the private development project site, or b) adjacent to the private development project site?

☒ Yes ☐ No

5.4: Will the public infrastructure project involve the construction of improvements that are required as a condition in a permit or approval for a private development project?

☒ Yes ☐ No

If you answered Yes to any of the above, continue to answer the remaining questions in this section regarding the private development project. If you answered No to all, skip to Section VI.

5.5: Provide a detailed description of the private development project(s) that includes the scope of the development, progress on permitting, expected public benefits, and project phasing, if any.

The following private projects have recently been proposed within the Tyler St. area:

- 1) The adaptive reuse of the former St. Mary's complex (653 Tyler St) will result in 29 multi-family residential units within 4 buildings. Vacant for 15 years, it is the first new residential development on Tyler St. in decades. This \$7.5M project is underway and will be completed by Dec. 2021.
- 2) The construction of 20 new residential units at 730 Tyler St. involves the demolition of 2 buildings and a parking lot fronting the street. This \$6.5M project will start in late 2020. Two new buildings fronting the street will reinforce sound urban design and create a human scale space.
- 3) The \$3.4M adaptive reuse of 765 Tyler St. will create 16 new residential units and 2

commercial storefronts. The project will restore the building's historic façade, anchoring development efforts at the eastern end of Tyler St.

4) 741 Tyler St. - By Fall 2020, the Tyler St. Lab, an outgrowth of a pop-up storefront through the TDI district will occupy the first floor. The Lab is a hub for non-profit community groups, providing programs and activities for youth and those with special needs. The City's proposed streetscape project eliminates a curbcut and driveway access directly onto Tyler St., integrating the development's landscaping with the proposed public improvements. The Lab will use this interstitial space.

5) 50 Woodlawn Ave, part of the former GE campus, is owned by the Pittsfield Economic Development Authority. Proposed development includes a \$2.8M, 20,000 SF cannabis cultivation/manufacturing facility. Construction will begin in 2021, bringing new life to a vacant parcel near Tyler St.

6) Site 9-William Stanley Business Park, a 16.5-acre brownfield that abuts Tyler St. Concept plans propose development for 4 commercial structures, 3 industrial structures and public green space. Estimated public infrastructure costs are \$10M; estimated private development costs are \$36-\$50M.

5.6: Is this private development project allowed by-right in the municipality's current zoning?

☐ Yes ☒ No

5.7: Is a zoning amendment required for this private development project to move forward?

☐ Yes ☒ No

5.8: Is the private development project at least at 25% design?

☒ Yes ☐ No

5.9: Does the private development project have all required permits and approvals to commence construction?

☐ Yes ☒ No

5.10: If No, identify what permits and/or approvals are outstanding and the anticipated timeframe within which they plan to secure them.

653 Tyler St. is permitted and under construction.

730 Tyler St. and 765 Tyler St. have zoning approvals but no building permits.

741 Tyler St. - No zoning approvals required but no building permits issued yet for the planned first floor improvements (Tyler Street Lab).

50 Woodlawn Ave. has its zoning approvals.

Site 9-William Stanley Business Park - No permitting has been started. Permitting for infrastructure installation and green space expected in Fall 2020.

5.11: Please provide the anticipated schedule/timeline for the private infrastructure project.

<u>Milestone</u>	<u>Start Date</u>	<u>End Date</u>
<u>Design / Engineering / Permit</u>	10/1/2017	7/1/2018
<u>Construction Start</u>	7/1/2018	
<u>50% Construction</u>		12/1/2019
<u>Construction Complete</u>		12/1/2021

5.12: Is the financing for the private development project fully secured?

☐ Yes ☒ No

5.13: If No, please indicate the status of the financing, if there are any significant contingencies, and by when the private developer expects to secure the resources needed to proceed.

Financing has been obtained for 653 Tyler St., 730 Tyler St., 741 Tyler St., and 50 Woodlawn Ave. development projects.

Site 9-William Stanley Business Park is conceptual at this time, with anticipated development projected to start within 5 years.

5.14: Indicate all of the applicable benefits of the private development project:

General Information	
Number of benefitted private development projects associated with this application:	6
Lot area (acres) of all housing and/or mixed-used private development projects:	4.1
Lot area (acres) of all commercial-only private development projects:	18
Total lot area (acres) of all private development projects:	22.1
Total estimated construction value (\$) of all private development projects:	55,700,000
Commercial Development for ALL Private Development Projects	
Square footage of all office and/or retail space to be created, including restaurants:	52000
Square footage of industrial space to be created, including warehouses:	280000

Total square footage of all commercial space to be created:	332000
Residential Development for ALL Private Development Projects	
Number of NEW market-rate units to be created for rent/lease:	65
Number of NEW market-rate units to be created for homeownership:	0
Number of NEW affordable units to be created for rent/lease:	0
Number of NEW affordable units to be created for homeownership:	0
Total number of all NEW housing units to be created:	65
Total density (units/acre) of all NEW housing units:	15.85
If any affordable, specify the lowest income limit to be used (65% AMI, 80% AMI, etc.):	100%
Job Creation for ALL Private Development Projects	
Number of NEW permanent full-time jobs to be created:	200
Number of NEW permanent part-time jobs to be created:	0
Total number of all NEW permanent jobs to be created:	200
Total number of construction jobs to be supported by the private development project(s):	650
Total number of existing full-time jobs to be retained: *	0

*Count only existing jobs that are at risk for loss if the public infrastructure project is not completed.

5.15: Provide the following information for the entity responsible for the private development project:

Proponent Entity/Company:	730 and 765 Tyler Street Mill Town Capital
Contact Name/Title:	Tim Burke, CEO and Managing Director
Phone:	(413) 841-9369
Email:	tim@milltowncapital.com

5.16: Has the municipality provided the private development project with local

benefits or incentives?

☒ Yes ☐ No

5.17: If Yes, explain the type of benefit or incentive:

- 1) 665 Tyler St: Phased 20 year HDIP property tax exemption (\$314,070); \$37,500 in City CPA funds for historic tile roof restoration.
- 2) 730 Tyler St: Mill Town Capital requested 10 year HDIP property tax exemption (\$151,259). Request under City Council consideration.
- 3) 765 Tyler St: Mill Town Capital requested 10 year HDIP property tax exemption (\$84,189). Request under City Council consideration.
- 4) 741 Tyler St: Developer requested \$30,000 to assist with accessibility improvements.

5.18 Can the private development project proceed independently without this public infrastructure work?

☐ Yes ☒ No

5.19: ATTACHMENT: *In Section VIII, attach a letter from the private development proponent confirming and explaining this answer.*

Section VI. Applicability of MEPA Review

6.1: Does the public infrastructure project meet or exceed any of the thresholds for MEPA review set forth in 301 CMR 11.03? If Yes, check all relevant thresholds and indicate if ENF and/or EIR are required. * (For each checked item, one or both choices on the right must be selected)

☐ Yes ☒ No

	Threshold	ENF Required	EIR Required
☐	Land Development	☐	☐
☐	Rare, threatened, or endangered species	☐	☐
☐	Wetlands, waterways, and tidelands	☐	☐
☐	Water	☐	☐
☐	Wastewater	☐	☐
☐	Transportation	☐	☐
☐	Energy	☐	☐
☐	Air	☐	☐
☐	Solid and hazardous waste	☐	☐
☐	Historical and archeological resources	☐	☐
☐	Areas of environmental concern	☐	☐

6.2: Does the private development project identified herein, meet or exceed the MEPA thresholds as set forth in 301 CMR 11.03? If Yes, check all relevant thresholds and indicate if ENF and/or EIR are required. * (For each checked item, one or both choices on the right must be selected)

☐ Yes ☒ No

	Threshold	ENF Required	EIR Required
☐	Land Development	☐	☐
☐	Rare, threatened, or endangered species	☐	☐
☐	Wetlands, waterways, and tidelands	☐	☐

☐	Water	☐	☐
☐	Wastewater	☐	☐
☐	Transportation	☐	☐
☐	Energy	☐	☐
☐	Air	☐	☐
☐	Solid and hazardous waste	☐	☐
☐	Historical and archeological resources	☐	☐
☐	Areas of environmental concern	☐	☐

6.3: List any filings that have been made or will be made with the MEPA Office in connection with the public infrastructure project and/or the private development project described above, and whether the review is expected to be a full scope or a limited scope.

6.4: Does the private developer, or any of its contractors/subcontractors, plan to construct any portion of the public infrastructure project? *

Section VII. Certification of Public Entity Authorization

7.1: Does the applicant require a formal vote of an elected/appointed executive body to authorize the submission of this application? *

☐ Yes ☒ No

7.2: ATTACHMENT: In Section VIII, attach a certified copy of the vote taken by the executive body.

7.3: If No, are you authorized to submit this application on behalf of the applicant entity, by virtue of your executive officer position (CEO, CFO, etc.), or as a designee of an executive officer? *

☒ Yes ☐ No

I,

Cornelius Hoss (Submitter Name), hereby certify that I am duly authorized to submit this application on behalf of

City of Pittsfield, MA (Applicant Organization Name), and further certify, under the pains and penalties of perjury, that the responses to the questions provided in this application, and the attached documentation, are true, accurate, and complete. I understand that EOHED will rely on the information provided in this application in deciding whether to award a grant, and that the Commonwealth reserves the right to take action against the applicant, or any other beneficiary of a grant, if any of the information provided is false, inaccurate, or misleading. I hereby also affirm that, if awarded, the applicant has the capacity to carry out the MassWorks-funded project in accordance with all applicable laws and regulations.

Cornelius Hoss

City Planner

8/27/2020

Name

Title

Date

Tyler Street - MassWorks Grant

