



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor
Thomas W. Bernard

Communication #	Subject	Date
01	Downtown Parking Study Presentation	January 14, 2020

Honorable Members of the City Council
North Adams, Massachusetts

Dear Honorable Councilors:

I request time on the January 14, 2020, City Council meeting agenda for staff from Stantec to present the findings of a study of downtown parking.

Respectfully submitted,

Thomas W. Bernard
Mayor

TWB/me



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of Community Development

January 7, 2020

To: Mayor Bernard

From: Michael Nuvalle, Director of Community Development

Re: Downtown Parking Study Presentation

The City of North Adams received a grant through the Department of Housing and Community Development's (DHCD's) Massachusetts Downtown Initiative (MDI) program to study the city's downtown parking inventory, regulation, and use, and to develop recommendations therefrom. The MDI grant allowed the City to hire Stantec to execute the study.

As is the case in many municipalities, parking is a loaded subject in North Adams. At times it seems as if there is too much; at other times it may seem as though there is not enough. As such, and with projected tourism growth, it is important to understand definitively what the existing parking conditions in the downtown are in terms of inventory, regulation, and use so that the City can make informed, data-driven decisions regarding parking to improve the downtown experience for residents and visitors.

Staff from the Office of Community Development worked with Stantec's transportation planners to conduct a parking inventory, identify existing regulations—in ordinance and in the field—and to measure current use of existing parking. Stantec's planners compiled and analyzed the findings.

The scope of Stantec's work under the MDI grant included a public presentation of the study. Because decisions regarding parking regulations ultimately lie within the purview of the City Council and because many residents attend Council meetings and many more watch at home, it was recommended by Office of Community Development staff that the study should be presented at a City Council meeting.



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor
Thomas W. Bernard

Communication #	Subject	Date
02	An Order to appropriate \$71,000.00 from the City of North Adams Stabilization Account to conduct an Infiltration and Inflow analysis of the city sewer system	January 14, 2020

Honorable Members of the City Council
North Adams, Massachusetts

Dear Honorable Councilors:

Submitted for your consideration is an Order to transfer \$71,000.00 from the city's stabilization account in order to conduct an Infiltration and Inflow (I&I) analysis of the city sewer system as required by the Commonwealth's Department of Environmental Protection (DEP).

I request that the Council adopt this Order as presented.

Respectfully submitted,

Thomas W. Bernard
Mayor

TWB/me



City of North Adams

In City Council

January 14, 2020

Ordered:

That the sum of SEVENTY ONE THOUSAND DOLLARS (\$71,000.00) be and is hereby transferred from the Stabilization account and appropriated as follows:

3. Public Services

Engineering

Expenses

Contracted Services

Account #001-4110-5381

\$71,000

E0714-0-P020
November 26, 2019

Mr. Michael Canales, City Administrator
City Hall
10 Main Street, Suite 107
North Adams, MA 01247

Re: **Proposal – Inflow Evaluation
North Adams Wastewater Collection System**

Dear Mr. Canales:

As a follow up to our meeting with Tim Lescarbeau on June 6, 2019, we are providing a proposal to perform an infiltration/inflow evaluation of the City of North Adam's wastewater collection system. This work is proposed in order to comply with Massachusetts regulation 314 CMR 12.00.

1 Background

A recent amendment to Massachusetts (MA) Regulation 314 CMR 12.00 (*Operation, Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers*) requires that all sewer system authorities develop and implement an ongoing plan to control infiltration and inflow (I/I) to their sewer system. MA Regulation 314 CMR 12.00 further indicates that sewer system authorities must complete an Infiltration/Inflow Analysis (Phase 1 study) by December 31, 2017, followed by a Sewer System Evaluation Survey (SSES) (Phase 2 study). Alternatively, MA Regulation 314 CMR 12.00 allows sewer system authorities that have already completed an I/I Analysis and an SSES to provide an update to the Massachusetts Department of Environmental Protection (MassDEP) by December 31, 2017 on recommended I/I abatement that has been implemented and that remains to be completed, including a schedule for completion.

Because the Town already completed an I/I Analysis (in 1998), an SSES (in 1999), and performed an I/I abatement construction project in 2002, we believe that a reasonable case could be made that North Adams can comply with MA Regulation 314 CMR 12.00 using the alternate approach described above.

1.1 1999 SSES

A Sewer System Evaluation Survey (SSES) was performed that included I/I investigations in the sewersheds where I/I was found to be excessive during the I/I Analysis. As the work progressed, the field work was expanded to also include work in additional sewersheds. The field work listed below was performed in order to pinpoint I/I sources in the noted sewersheds, which are shown on the attached map:

- Inspected 1,485 manholes in Sewersheds A, C, F, G, H, I, K, L, M, O and P
- Performed 2,062 building inspections in Sewersheds C, D, E, F, G, H, I, K, L, O and P
- Smoke tested 100,900 feet of sewer main in Sewersheds C, H, I, L, O and P

Although flow isolation gauging and follow up CCTV inspections were planned, that work was eliminated from the SSES based on the results of the building inspections; a significant portion of the total infiltration measured during the I/I analysis was found to be entering the sewer system from I/I sources on private property.

The SSES identified the following inflow sources:

1. 11 combined sewer/drain manholes with estimated inflow rates of 40 gpm (58,000 gpd) each or 634,000 gpd total identified through manhole inspections.
2. 285 buildings with positive inflow sources contributing approximately 3.0 MGD of I/I identified through building inspections. Sources included 220 sump pumps, 103 floor/foundation drains, 19 unsealed cleanouts, 38 roof leaders/drains, and 3 driveway/yard drains.
3. 270 buildings with suspect inflow sources that could be contributing an estimated 2.9 MGD of additional inflow.
4. 26 inflow sources contributing approximately 1.8 MGD, identified through smoke testing. Sources included catch basins, roof drains/leaders, and holes/cracks in the ground.

The SSES recommended the following:

1. Implement a public education program alerting citizens to the I/I problem and the importance of correcting the situation.
2. Disconnect private, illegal I/I sources to the sanitary sewer system.
3. Separate the 11 combined manholes from the sewer system.
4. Re-pipe the 13 catch basins which are connected to the sanitary sewer system to the storm drain system.
5. Remove the 5 open bypasses/overflows from the sewer system.
6. Conduct a dyed water testing program to determine whether the suspect inflow sources identified are connected to the sewer system.

1.2 2002 I/I Abatement Project

In 2002, the City completed bid documents for a stormwater separation project. The work included the construction of 640 feet of storm drain, rehabilitation and separation of 9 combined manholes, approximately 100 storm drain building connections, and appurtenant work.

This work was performed in accordance with a Consent Decree issued to the City that required that the City:

1. Eliminate infiltration/inflow from each combined manhole and catch basin connection.
2. Develop an implementation plan and schedule for I/I reduction.
3. Implement the I/I reduction plan.

1.3 Proposed Plan

Based on the information provided by the City on the 2002 I/I Abatement Project, it appears that the public inflow sources were disconnected from the sewer system. However, the City does not have records regarding whether the private inflow sources identified were removed from the sewer system. As such, we propose to implement a building inspection program that would include the 285 buildings where inflow sources were positively identified during the 1999 SSES. This task would allow the City to determine the status of these sources and subsequently develop a program for the removal of any inflow sources still connected to the sewer system.

2 Scope of Services

Our proposed Scope of Services to perform the Inflow Evaluation tasks noted above are detailed in the paragraphs that follow. We will utilize a specialty sub-contractor to assist with the field investigation tasks. The work will be performed in accordance with MassDEP's current I/I guidelines.

Task 1 – Building Inspections

Building inspections will be performed by Tighe & Bond by visiting each building within the City where inflow sources were positively identified during the 1999 SSES. Private inflow sources, such as sump pumps, basement drains, yard drains, and roof leaders that discharge to the sewer system, will be identified and their flow contribution will be quantified. The inspection results will be documented through detailed inspection logs. Approximately 285 buildings will be inspected during the evaluation.

Task 2 – Dyed Water Testing

Dyed water testing will be performed to confirm potential inflow sources identified during the building inspections. This work will be performed by injecting dyed water into a potential inflow source, such as a yard drain or roof leader, and then observing whether the dyed water enters the sanitary sewer system. We estimate that dyed water testing will be performed at 30 sites.

Task 3 - Data Evaluation

Once the above tasks have been completed, Tighe & Bond will estimate the inflow during the 1-year, 6-hour design storm for each inflow source and then total the inflow found.

Task 4 – Report Preparation

Tighe & Bond will prepare a report documenting the field investigations and inflow estimates. The report will also include recommendations for removal of the positive inflow sources and follow up investigations, where appropriate.

Task 5 – Meetings

Tighe & Bond will meet with the City twice during the project. The first meeting will be to kickoff the project. During that meeting we will review the project goals and tasks with the Town. The second meeting will be to review the draft report with the City and to obtain City input.

3.0 Schedule

Tighe & Bond is prepared to commence this work within 2 weeks of receiving a Notice to Proceed. We will submit the draft report within 6 months of completion of the field data collection.

4.0 Engineering Fee

Tighe & Bond will perform these services for a lump sum fee of \$71,100, invoiced monthly based on percentage complete. In the event that the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give North Adams a better understanding of how the

project budget was developed. Invoices will be submitted based on the total project fee and not individual line item budgets.

TABLE 1
Estimated Engineering Services Costs

Task	Quantity	T&B Labor & Expenses	Sub-Contractor Costs	Total Budget
1-Building Inspections	285 Bldgs	\$6,300	\$26,000	\$32,300
2-Dyed Water Testing	30 tests	\$2,200	\$2,900	\$5,100
3-Data Evaluation	---	\$11,000	\$0	\$11,000
4-Report Preparation	---	\$15,900	\$0	\$15,900
5-Meetings	---	\$6,800	\$0	\$6,800
TOTAL	---	\$42,200	\$28,900	\$71,100

If this proposal is acceptable, please sign and return one copy to Dana Huff as your authorization to proceed. If you have any questions on this proposal, please contact David Popielarczyk at (413) 572-3233 or Dana Huff at 203-712-1122.

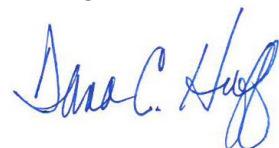
Very truly yours,

TIGHE & BOND, INC.



David J. Popielarczyk, PE
Senior Engineer/Associate

APPROVED BY:



Dana Huff, PE
Vice President

ACCEPTANCE:

On behalf of the City of North Adams the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

Enclosures: Terms and Conditions

J:\N\N0363\036 Permit and regulatory compliance assistance\Prop\I-I Proposal\I-I Evaluation Proposal.docx

“CLIENT” is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as “ENGINEER”.

1. SCHEDULE OF PAYMENTS

1.1 Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to ENGINEER shall be made on the basis of invoices submitted by ENGINEER and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse ENGINEER for all reasonable attorney's fees and court costs.

1.4 If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to CLIENT for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 CLIENT and ENGINEER each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. ENGINEER shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between CLIENT and ENGINEER and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and ENGINEER.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against ENGINEER.

3. STANDARD OF CARE

3.1 In performing professional services, ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to ENGINEER. In the event of any termination, CLIENT will pay ENGINEER for all services rendered and reimbursable expenses incurred under the Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. RECORD RETENTION

5.1 ENGINEER will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

5.2 Samples - All soil, rock and water samples will be discarded 30 days after submission of ENGINEER's report, unless mutually agreed otherwise or unless ENGINEER's customary practice is to retain for a longer period of time for the specific type of services which ENGINEER has agreed to perform. Upon request and mutual agreement regarding applicable charges, ENGINEER will ship, deliver and/or store samples for CLIENT.

6. OWNERSHIP OF DOCUMENTS

6.1 All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of ENGINEER, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to ENGINEER of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by ENGINEER.

6.2 Documents provided by ENGINEER are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this project or for any other projects or sites. Documents provided by ENGINEER on this project shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of ENGINEER. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this project, without ENGINEER's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on ENGINEER's part, and CLIENT agrees to indemnify and hold ENGINEER harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

6.3 Electronic Documents - ENGINEER cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format. If ENGINEER provides documents in electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against ENGINEER resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold ENGINEER harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

6.4 Electronic Data Bases – In the event that ENGINEER prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and ENGINEER that such project deliverables will be used and perhaps modified by CLIENT and that ENGINEER's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by ENGINEER, ownership is passed to CLIENT. ENGINEER will retain the right to use the developed data and will archive the data for a period of three years from the date of project completion.

7. INSURANCE

7.1 ENGINEER will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, and Automobile Liability during this project. ENGINEER will furnish certificates at CLIENT's request.

7.2 Risk Allocation - For any claim, loss, damage, or liability resulting from error, omission, or other professional negligence in the performance of services, the liability of ENGINEER to all claimants with respect to this project will be limited to an aggregate sum not to exceed \$50,000 or ENGINEER's compensation for consulting services, whichever is greater.

7.3 Damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

8. INDEMNIFICATION AND DISPUTE RESOLUTION

8.1 ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost to the extent caused by ENGINEER's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom ENGINEER is legally liable. ENGINEER is not obligated to indemnify CLIENT in any manner whatsoever for CLIENT's own negligence.

8.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER harmless from any damage, liability or cost to the extent caused by CLIENT's negligent acts, errors or omissions in the performance of this Agreement or anyone for whom CLIENT is legally liable. CLIENT is not obligated to indemnify ENGINEER in any manner whatsoever for ENGINEER's own negligence.

8.3 CLIENT agrees that any and all limitations of ENGINEER's liability, waivers of damages by CLIENT to ENGINEER shall include and extend to those individuals and entities ENGINEER retains for performance of the services under this Agreement, including but not limited to ENGINEER's officers, partners, and employees and their heirs and assigns, as well as ENGINEER's subconsultants and their officers, employees, and heirs and assigns.

8.4 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and ENGINEER agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and ENGINEER further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement without litigation.

9. SITE ACCESS

9.1 Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for ENGINEER to make any surveys, borings, explorations, tests or similar field investigations. ENGINEER will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for ENGINEER. If restoration of the land is required to its former condition, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

9.2 Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. ENGINEER shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

10. OIL AND HAZARDOUS MATERIALS

10.1 If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, ENGINEER reserves the right to renegotiate the terms and conditions of this Agreement, the fees for ENGINEER's services and ENGINEER's continued involvement in the project. ENGINEER will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

10.2 The discovery of the existence or possible existence of hazardous materials or substances may make it necessary for ENGINEER to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate ENGINEER for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or ENGINEER's personnel. To the full extent permitted by law, CLIENT waives any claims against ENGINEER and agrees to indemnify, defend and hold harmless ENGINEER from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

11. SUBSURFACE INVESTIGATIONS

11.1 In soils, groundwater, and other subsurface investigations, conditions may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that may affect overall project costs and/or execution. These variable conditions and related impacts on cost and project execution are not the responsibility of ENGINEER.

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

12.1 For certain services rendered by ENGINEER, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's project is selected for an audit, CLIENT agrees to compensate ENGINEER for time spent preparing for and complying with an

agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and ENGINEER will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

13. CLIENT'S RESPONSIBILITIES

13.1 Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for ENGINEER's services or project implementation.

13.2 CLIENT will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to ENGINEER in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES

14.1 ENGINEER has no control over cost or price of labor and materials required to implement CLIENT's project, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ENGINEER makes no warranty, expressed or implied, that CLIENT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by ENGINEER. If CLIENT wishes additional information as to any element of project cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

15. CONSTRUCTION PHASE PROVISIONS

The following provisions shall be applicable should the ENGINEER be retained to provide Construction Phase Services in connection with the Project:

15.1 CLIENT and Contractor - The presence of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, does not make ENGINEER or ENGINEER's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

15.2 Contractor Control - ENGINEER and ENGINEER's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.

15.3 On-site Responsibility - The presence of ENGINEER's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

15.4 Payment Recommendations - Recommendations by ENGINEER to CLIENT for periodic construction progress payments to the construction contractor(s) are based on ENGINEER's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

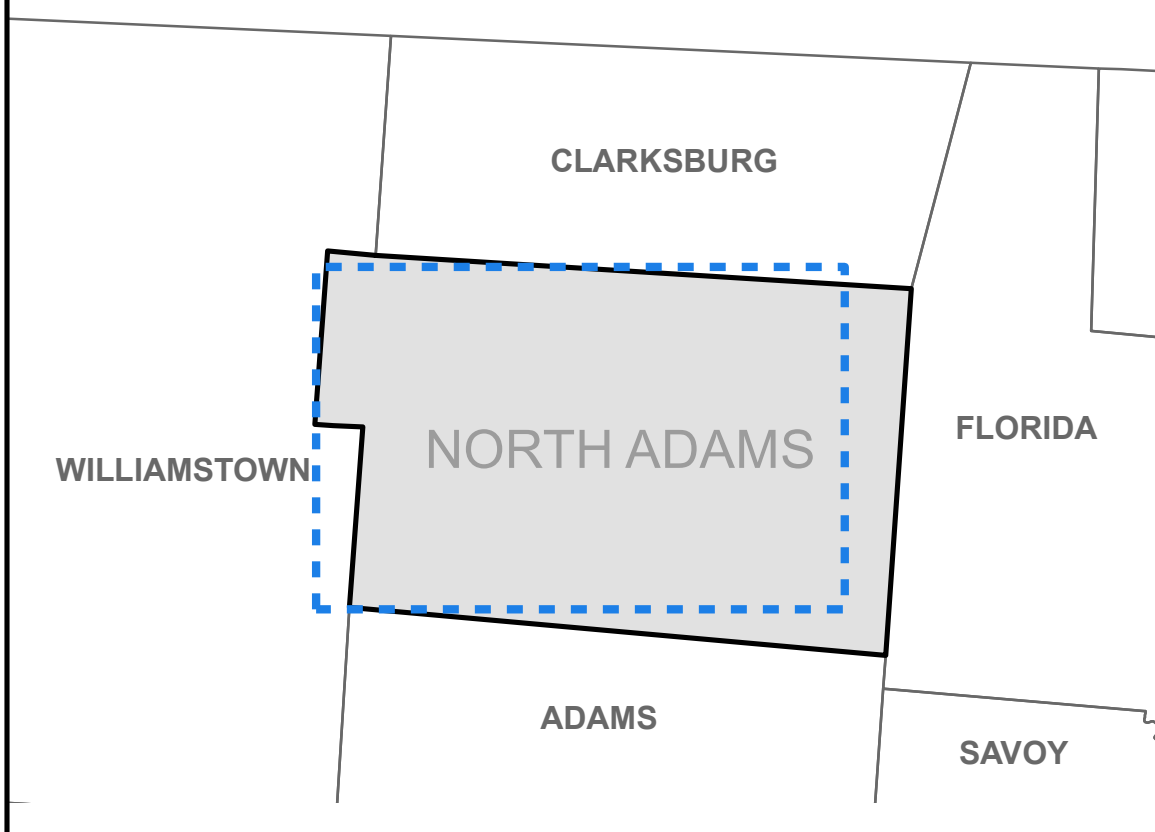
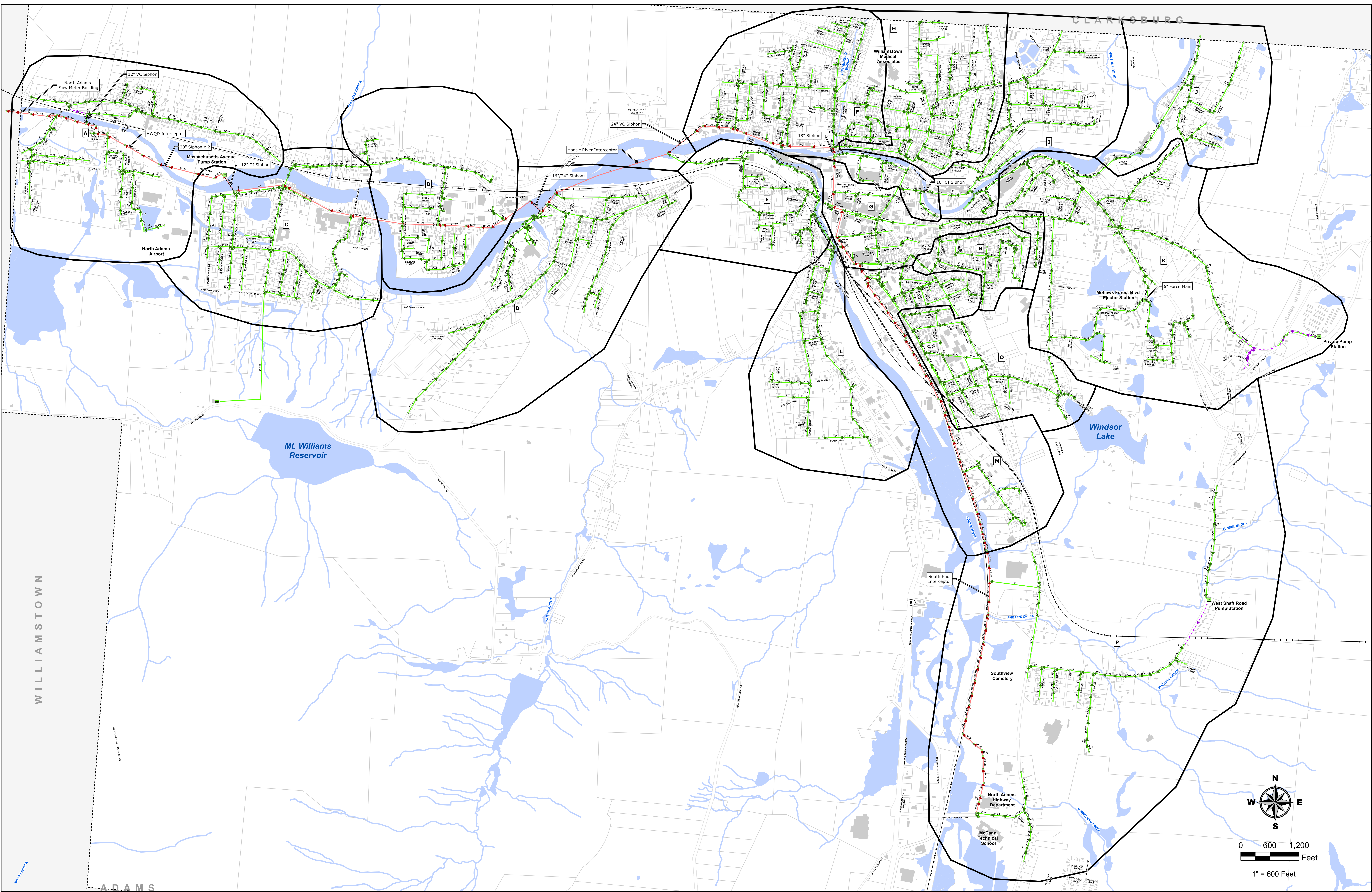
15.5 Record Drawings - Record drawings, if required as part of ENGINEER's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

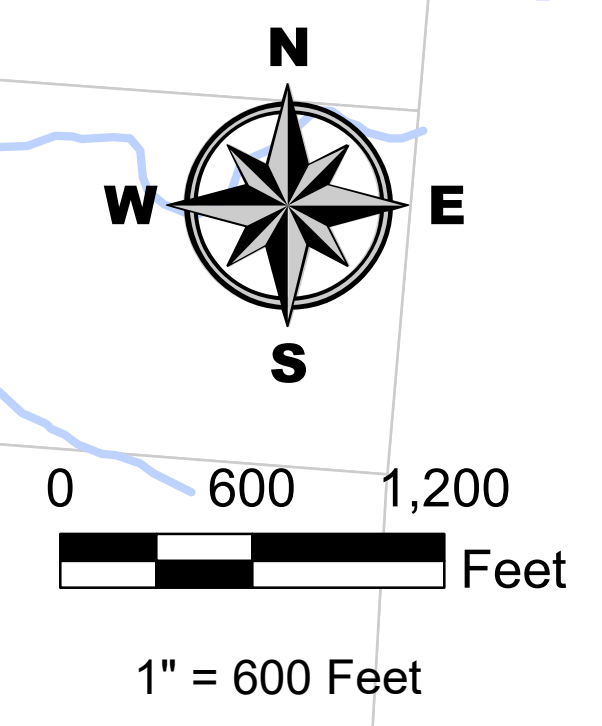
The following provisions shall be applicable should the ENGINEER be retained to provide design services but not be retained to provide Construction Phase Services in connection with the Project:

16.1 It is understood and agreed that the ENGINEER's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the ENGINEER that may be in any way connected thereto.

16.2 In addition, the client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the ENGINEER.



- | | | |
|---------------------------|--------------------------|--------------------------------|
| • Standard Manhole | --- Force Main | ■ Water Feature |
| • Lamphole | → Sewer Interceptor | ■ Building Footprint |
| ■ Wastewater Pump Station | --- Siphon | □ Approximate Parcel Boundary |
| ■ Water Treatment Plant | --- Railroad | ■ Drainage Area Boundary Label |
| → Sewer Main | □ Drainage Area Boundary | |



Map A-2
Wastewater Collection System Sewersheds
North Adams, MA

Tighe & Bond
Engineers | Environmental Specialists

July 2019

Notes:
Sewer System data shown on this map was created from information provided by North Adams in June 2017 and from November 2018 to June 2019. Base map data was obtained through the Office of Geographic and Environmental Information(MassGIS).
Document Path: G:\GIS\MA\NorthAdams\MA\MapDocs\NorthAdamsSewerSystem_36x48_20190710_WithDrainageAreas.mxd



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor
Thomas W. Bernard

Communication #	Subject	Date
03	Update on Public Safety Building roof project	January 14, 2020

Honorable Members of the City Council
North Adams, Massachusetts

Dear Honorable Councilors:

I request time on the January 14, 2020, City Council meeting agenda for staff to provide an update on the project to repair the public safety building roof.

Respectfully submitted,

Thomas W. Bernard
Mayor

TWB/me

RECEIVED AND FILED

JAN 07 2020

20

At 4 o'clock 10 minutes P M

Deborah M. Pedercini

City Clerk

January 14, 2020

TO: North Adams City Council
FROM: Councilor Marie Harpin & Councilor Jason LaForest
SUBJECT: North Adams Children's Pillar Art

As we begin the celebration of our 125th anniversary, it is important to remember the history of the men, women, and children, who labored and sacrificed to build the diverse City of North Adams we know and love today. Those of us whose families have been in North Adams for multiple generations have cherished memories, family stories, pictures, and artifacts, of how North Adams grew through both our triumphs and tribulations. Our rich history is what has made us what we are today. We should all be proud to remember and share with new residents and all that visit the city and region.

The North Adams Children's Pillar Art documenting the history of child labor in our many mills was art created by our public school children on city-owned property in 2012. This art represented a deep history of both North Adams and the printing industry that built what is now the MASS MoCA complex. One of its primary intentions was to create a pathway between the community and MASS MoCA—the past meeting the future; the joining together of people of different cultures and generations that share the same city.

In May of 2017, with no documented communication, the children's art was painted over with grey paint by MASS MoCA because the museum argued the children's art disrupted the sound art installed in 1998. There is no official city contract with any artist and the children's pillar art was there for five years before it was painted over. Despite significant support from the North Adams community to restore the pillar art, as evidenced by appeals to the city, its Public Arts

Commission, and MASS MoCA, there still has been no resolution to this concern and no attempt to determine if the grey paint can be removed without damaging the children's artwork. The artwork was sealed with an anti-graffiti coating.

As the legislative body of the city, it is our responsibility to listen to our constituents and act on their behalf to resolve this grievance. Due to the two and a half year failure to resolve this disappointing loss of public art created by our public school children, we request the City Council take action to resolve the matter fairly, timely and with transparency. Please see the attached order.

Below you will find a summary of communications since the children's pillar art was painted over by MassMoca in May 2017:

Summary of attempted Resolutions by Children's Pillar Artists:

1. Communicate with MassMoca
 - ✓ June 15, 2017, meeting with Joe Thompson.
 - ✓ December 2017, meeting with Joe Thompson and the sound artist.
 - ✓ No resolution after 2 ½ years.
2. Applications to Public Arts Commission
 - ✓ July 17, 2017 application submitted to PAC and denied the same month.
 - ✓ November 29, 2018, the second application submitted to PAC and currently still open.
 - Jan-Mar, 2019, Artists attended three PAC meetings and inquired through the website with no response until April 2019.
 - February 2019 meeting notes, the PAC determined that executing the proposed "test strip" was outside the purview of the commission. The PAC instead suggested a meeting be held with Christina King, Bruce Odland, Bill Oberst, the Mayor, and Joe Thompson from MASS MoCA to discuss options for re-creating the murals in a way that would be acceptable to all parties involved. Christina agreed that she would be amenable to a meeting. PAC acting chair-person Eric Kerns agreed to coordinate that meeting.
 - December 10, 2019, PAC cannot locate the application and will not proceed without a resubmission from the artists.
 - ✓ No resolution after 2 ½ years.

3. Meetings with the Mayor

- ✓ January 2018 - Mayor met with artist Bill Oberst and indicated he was the sole decision-maker and not the Public Arts Commission and suggested MCLA assist in the restore.
- ✓ April 27, 2018 – Mayor suggests Center St paint over.
- ✓ November 26, 2019 – Mayor recommends a new application to the Public Arts Commission. Meeting attended by Mayor Bernard, Artist's Bill Oberst & Christina King, City Councilor Harpin and Superintendent Malkas.
- ✓ No resolution after 2 ½ years.

Summary of attempted Resolutions by Community:

- ✓ Petition of over 500 signatures from citizens requesting the pillars be restored to mill children.
- ✓ Protesting issue through letters to the editor, attending PAC meetings, Facebook chat groups, and meeting with Mayor.

Summary of remaining resolutions:

1. City Council ordinance to test and restore pillars to mill children.
2. Send issues to city voters in the next election.

Attached:

- PAC's stated timeline
- Artists stated timeline
- City ordinance on petitions
- A petition with 500 citizen signatures
- Notes on expected cost to test sample
- News Articles: <https://www.news10.com/news/local-news/students-artwork-painted-over-by-museum/>

<https://www.berkshireeagle.com/stories/the-art-of-the-matter,509358>

<https://www.iberkshires.com/story/58218/Public-Arts-Commission-Looking-for-Resolution-on-Pillar-Art.html>

<https://www.berkshireeagle.com/stories/public-arts-ordinance-continues-to-court-controversy-in-north-adams-as-commission-chief-abruptly,558947>

<https://www.iberkshires.com/story/59299/Public-Arts-Commission-Offers-to-Broker-Talks-With-Pillar-Artists.html>

- Letters to Editor: Artist, <https://www.iberkshires.com/story/59486/Letter-Unresolved-Community-Conflict.html>

Other letters, <https://www.iberkshires.com/story/55283/Letter-Arts-Commission-Should-OK-Pillar-Art-Restoration.html>

<https://www.berkshireeagle.com/stories/letter-mayor-must-find-solution-to-art-lost-to-moca-paintover,545868>

<https://www.berkshireeagle.com/stories/letter-resurrect-north-adams-childrens-historical-art,540934>

PAC Timeline and response to pillar issue test strip

From: Anna Farrington [anna@annafarrington.com]

Sent: Tuesday, December 10, 2019 3:04 PM

To: Marie T. Harpin

Cc: Mayor Bernard; Derek Parker; Zachary Feury; PublicArts

Subject: Re: PAC Application

Hello Marie.

I understand that the column mural issue has caused much frustration for many people over the past two years. I also appreciate your efforts in wanting to open a respectful and professional dialogue regarding this issue on behalf of Ms. King, and as such I would like to offer the following formal response.

Since this issue precedes me as a member of the Public Arts Commission, I have gone back into the email archives and meeting notes to ascertain where the discussions regarding the column mural art landed, and whether or not there are currently any open or outstanding PAC applications.

I have copied the Mayor, Derek Parker (the PAC vice-chair), Zachary Feury (the PAC city hall representative), and the PAC email account here for record.

- There was an email to the PAC from Christina King on December 3, 2018 which contained application support images "as well as the application sent November 29th". Unfortunately there was no application attached to that email. I do not know if the application was submitted to a different email account, or submitted in hardcopy by hand, but I do not currently have a copy of that application to confirm the content.
- There appear to have been no PAC meetings in December or January.
- In the February 11 meeting notes there is reference to Christina King's application for the PAC to execute a "test strip" for removing the paint over column murals to see if they were protected by the anti-graffiti coating. I believe this reference is to the application she submitted on November 29th.
- Per the February meeting notes, the PAC determined that executing the proposed "test strip" was outside the purview of the commission. The PAC instead suggested a meeting be held with Christina King, Bruce Odland, Bill Oberst, the Mayor, and Joe Thompson from MASS MoCA to discuss options for re-creating the murals in a way that would be acceptable to all parties involved. Christina agreed that she would be amenable to a meeting. PAC acting chair person Eric Kerns agreed to coordinate that meeting.
- There was no PAC meeting in March.
- The April 29 meeting minutes indicate that Christina had not responded to attempts to schedule the meeting that was suggested in February, and that the PAC was still awaiting a response from her.
- Since April there have been no further conversations, applications, or email correspondence regarding the column murals issue.

As you know there have been many changes with the Public Arts Commission over the past year. At this point I would encourage Christina King to reach out herself with questions or concerns, I am happy to assist in any way I can. Public Arts Commission correspondence should be directed to the city email address: PublicArts@northadams-ma.gov or PublicArts@northadams-ma.gov. I check that email account daily.

Children's Artist Timeline

From: Marie T. Harpin
Sent: Tuesday, December 17, 2019 7:02 AM
To: Anna Farrington
Cc: Mayor Bernard; Derek Parker; Zachary Feury; PublicArts
Subject: RE: PAC Application

Below is the timeline from artist.

Timeline

May 2017 Pillars painted over

June 15, 2017 fist mtg with Joe T, Bill and Christina

June 29 PAC mtg report on conversation with JT

July 17 Bill submits first PAC application

July 25 PAC rejects proposal

Dec 2017 Dinner at JT's with sound artist

Jan 2018 Mayor meets with Bill "decision rests with him, not PAC" suggests MCLA could help restore

April 27, 2018 Mayor suggests Center st paint over.

July 2018 Controversy about PAC Ordinance begins

Last week of November 2018 new application submitted to PAC

Feb 2019 first mtg with new members not on agenda

Jan 11, 2019 Email sent to PAC website inquiring about agenda. Reply received from Derek Parker April 17, 2019 with agenda for April 22 mtg attached -Pillars not listed

May 2019 Mayor invites me to hold position on PAC. I decline based on outstanding application.

I attended the Jan, Feb and March PAC mtgs

Merry Christmas and a Healthy Happy New Year!!

☐ **Sec. 7 Filing of petition calling for vote on adoption of plan.**

[1915, 267, 1, § 7; 1939, 451, § 8; 1948, 459, § 3; 1954, 67]

A petition addressed to the city council, signed by qualified voters of the city to a number equal at least to 10% of the registered voters at the state election next preceding the filing of the petition and in the form provided in section 8 may be filed with the city clerk who shall forthwith transmit the same to the registrars of voters, who shall within 60 days certify the signatures thereon in accordance with the provisions of law and return the petition to the city clerk.

The petition shall be filed with the city clerk at least 140 days before the date of the election at which the question proposed by the petition is to be submitted to a vote of the voters.

From: William Oberst [woberst@gmail.com]
Sent: Sunday, December 29, 2019 3:49 PM
To: Marie T. Harpin
Subject: Pillars sample

Hi Marie,

Below is some text from the original PAC sampling/recovery proposal that might be useful.

Bill

Section F: Project Narrative

We anticipate that chances of a successful recovery are good, given that a protective, anti-graffiti coating especially designed for concrete surfaces (California Paints Industrial Lacrylic) was applied to the art after its completion in 2012 and 2013. The protective sealant is meant to be removed with a solvent variously known as Xylol or Xylene. The sealant is a sacrificial coating that would be re-applied following the art's recovery. The procedure entails pressing a solvent-impregnated cloth to the concrete surface long enough to remove the recent gray paint and the protective sealant, but not long enough to affect the art. We feel the procedure is best performed by an experienced restorer.

We will first secure funding for a restorer from the Williamstown Art Conservation Center to visit the site, evaluate the prospects of a successful restoration, and write a report. The Center charges anywhere from \$200 to \$400 for evaluations and reports.

The report will provide an estimate of the time required for the restoration. The Williamstown Center charges nonprofit organizations \$125/hour. Importantly, we have some latitude in deciding how much of the recent gray paint to remove. The majority of the pillars' surface could remain untreated, since the gray color could serve as background for the doll and mill-children images themselves.

One individual has already shown interest in contributing to the cost of restoration. Mass MoCA is another source of funding; they might be persuaded that donating part (or all) of the cost will improve community relations damaged by the overpainting.

...

Shades of Gray: Public murals painted over as Mass MoCA restores sound installation



A sign denotes where Arnold Print Works dolls had been painted on the pillars beneath the Route 2 overpass, but the artwork is no longer there. It was removed by the Massachusetts Museum of Contemporary Art, who argue that the Harmonic Bridge sound installation, installed nearly 15 years earlier, required the columns to be painted gray.

ADAM SHANKS - THE BERKSHIRE EAGLE



Posted Friday, June 2, 2017 10:57 pm

Posted Friday, June 2, 2017 10:57 pm

By Adam Shanks , ashanks@berkshireeagle.com

NORTH ADAMS – The Massachusetts Museum of Contemporary Art is trying to mend fences with the creators of a public art display beneath the Route 2 overpass that it recently painted over.

The museum recently covered up the colorful artworks that were created by Greylock Elementary School students in the summers of 2012 and 2013. But those paintings were done on concrete columns beneath the overpass, which itself was part of a Mass MoCA work dating back to 1998.

Both the museum and organizers of the student art project say they had permission from the city to paint the columns.

Regardless, museum Director Joseph Thompson said he regrets how he handled the situation.

"I did a terrible job reaching out [to] people who had every right to know," he said Friday.

The student paintings along the eastern side of Marshall Street depicted the dolls produced by the former Arnold Print Works facility, the mill that later became Mass MoCA. Along the western side, paintings installed a year later depicted children who worked in the mills. Both sides were covered in gray paint last month.

The columns, the museum argues, were meant to be a specific shade of gray as part of Harmonic Bridge, a long-term work of sound art commissioned by the museum and installed in 1998. It transforms the sounds of urban existence above into noise below.

"Any sound that happens to be in the pitch of C, at whatever octave, gets collected and piped down through and played on two speakers that are located below the overpass," Thompson said.

News of the paintings' removal spread on local Facebook pages and resulted in sharp criticism of the museum.

Christina King, the Greylock Elementary School art teacher who spearheaded the project with the students of an after-school program, said she learned the columns had been repainted only when she drove past.

"We knew the sound installation was there, and obviously that was an art piece, but we had no idea there was a visual connection on the columns," King said. "We wouldn't have spent two years under the bridge volunteering" had they known the space was disputed.

Thompson said he notified Phil and Gail Sellers of Art About Town, which supported the mill children project, about his intentions prior to painting over the artwork. But, he said he should not have assumed the Sellers' would in turn notify the artists.

He said he was unaware of the mill children paintings until they were already underway, he said, and he did not raise the issue at the time because he did not want to stymie the efforts of everyone behind the project.

However, he said, he did not expect the paintings to be long-term works of art.

The decision to restore the columns to their original gray came in connection with this summer's launch of North Adams Exchange, a partnership between the museum and the city aimed at directing museum visitors

into the city's downtown. It includes several new works of sound art.

"It just seemed like the time," Thompson said.

And while he acknowledged the "depth of feelings" associated with the removal of artwork, Thompson said he also sympathized with Harmonic Bridge artists Bruce Odland and Sam Auinger, whose initial work had been altered.

Knowing that the museum had initially received permission for the Harmonic Bridge installation does "take the sting away a little bit," King said. Still, she took issue with the lack of communication between the museum and mill children organizers.

King also pointed out that the mill children were connected with the museum's own history and that of the city.

Thompson said he is in the process of reaching out to the people involved in the mill children project.

"I wish I would have done it two weeks ago," Thompson said. "I mistakenly thought I had covered my bases."

The city's Public Arts Commission was created in part to avoid conflicts like this, but it did not yet exist when these projects were approved. Previously, public art proposals were handled by the mayor's office.

Commission Chairwoman Julia Dixon said the museum still should have sought the board's approval prior to removing public art.

"It's a complicated situation," she said, "but what I know is because the columns are city property, Mass MoCA should have come to the public arts commission and they did not."

The maintenance and treatment of any work of public art should depend on the contract signed when it was installed, Dixon said.

"I've heard from a lot of residents; they're upset and they're frustrated by what happened, which is a good thing that they're expressing interest and passion for art in the city," Dixon said. "It's nice to see that these art pieces mean so much to the people that live here."

The public response, King said, "has been heartwarming."

Reach staff writer Adam Shankle at 413-404-6276 or @EagleAdamShankle on Twitter.

iBerkshires.com

The so-called 'pillar art,' a set of murals based on mill children and Arnold Print Work patterns, was painted over by Mass MoCA last year.

Public Arts Commission Looking for Resolution on Pillar Art

By Tammy Daniels

iBerkshires Staff

03:53AM / Tuesday, August 28, 2018

NORTH ADAMS, Mass. — The Public Arts Commission is hoping to bring some resolution to the painted-over murals on the Veterans Memorial Bridge through some type of community forum and compromise.

In the meantime, the commission is asking the artists involved in the so-called "pillar art" to hold off on submitting another application to test if the art can be restored.

The controversial overpainting of the public school-led art on the pillars supporting the bridge dates back more than a year. The commission has declined so far to intervene, asking the artists involved to try to work something out but that effort has gone nowhere.



The Public Arts Commission heard from supporters of the pillar art on Thursday.

But several advocates are pushing the commissioners to take action, saying they have the power to order a test to see if the children's murals can be restored.

"It says you have to have a vote ... you never held a vote to destroy or remove the pillar art," said Joseph Smith, who owns a home in Clarksburg, at Thursday's meeting. "According to the ordinance it can only be destroyed by a vote of your commission. ...

"The artists don't have to prove anything. They didn't ask for the art to be destroyed."

In 2012 and 2013, Greylock School art teacher Christina King had worked with sixth-grade students to paint murals depicting pillow patterns made at the old Arnold Print Works and images from the famed Lewis Hines photographs of local mill children. The project had been part of an afterschool program and tied in with studies of the city's industrial past in the classroom.

The paintings had included the collaboration of artist William Oberst and Art About Town with Philip and Gail Sellers and other community members.

In 2017, Massachusetts Museum of Contemporary Art had repainted the pillars a solid gray as part of a restoration of the longstanding "Harmonic Bridge" sound installation below the bridge. The museum was about to open its massive Building 6 renovation and the installation refurbishment and cleanup of the areas under the bridge were part of the preparations.

Bruce Odland and Sam Auinge installed "Harmonic Bridge" back in 1998 for the opening of Mass MoCA.

Both pieces predate the establishment of the commission and neither had more than a verbal agreement with city. Nor did the museum approach the commission for permission to paint over the murals last year, despite applying for two other works on city property.

Commission Chairman Julia Dixon said the commission had been unsure of its purview over artwork that had been approved long before its establishment and did not have a contract.

Last summer, the commission rejected an application to try a small sample to see if the gray paint could be removed. They urged the artists to work with the museum to come up with a compromise.

On Thursday, the commissioners said they had been told that a meeting had been held last December but restoration had not been brought up. King said that wasn't true but rather the idea had been dismissed.

"A restoration was discussed at the dinner and the artist [of 'Harmonic Bridge'] that was present said he was against it," she said. "It keeps getting put back in our lap that we didn't talk but we did. ...

"We were told to go speak with [MoCA Director] Joe Thompson and the artists, which we did, and Mr. Thompson has not approached us regarding the next step."

The artists were offered the possibility of painting over Alaa Awad's 60-foot-long mural on Center Street that purportedly was deteriorating but rejected that idea, King said, because it would have put them in the situation of painting over another artist's work — the same thing that had been done to them.

Oberst, who did not attend Thursday's meeting, wrote in a letter to those involved in June that he'd gotten "negative feedback" on the proposal to overpaint the 4-year-old mural.

"It was pointed out to me that the mural shows no wear, in fact it's in near-pristine condition," he wrote. "People also tell me that because they miss the pillar art, any solution that leaves the pillar art completely covered over isn't really a compromise."

Smith said the community artists were willing compromise in only restoring the murals for a few more years.

Vincent Melito, a former city councilor, said he'd already collected nearly 200 signatures on a petition calling for the paint test to be done.

"There's a tremendous amount of support in this city," he said, centering the mural restoration as speaking for the city's history and its children. He later forwarded to iBerkshires numerous Facebook comments supporting the children's art.

His wife, Margo Melito, said a test should be done first because if the murals couldn't be restored, then a forum made no sense.

Vincent Melito and Smith see the destruction of the murals as overreach by a powerful local entity that acted as though it had more rights over public property than the public. The public murals were a victim, in that sense, said Smith.

They also argued that the murals had no effect on the sound installation and asserted that the pillars being painted gray were not part of the artwork. Commissioner Eric Kerns, however, said he was working at Mass MoCA at the time and the raw concrete had been painted for the installation.

The commission said the matter was more complex since the pillars were painted gray as part of the sound installation, then the school project painted over them, and then school project was painted over in turn. Restoring the murals would be yet again painting over an artwork, said Kerns.

"The case is there's two artworks on city pillars," said Dixon. "We have three options: vote to remove, vote to make a contract with the sound artists or vote to make a contract with [Oberst and King]."

Dixon also said the commission had not really received much feedback about the pillars.

"This is the first time we've had any number of people show interest," she said. "I think we need to do something about it. ... I want the commission to think through what we can do."

Public Arts ordinance continues to court controversy in North Adams as commission chief abruptly resigns

Posted Thursday, December 13, 2016 5:30 pm

By Adam Shanks, The Berkshire Eagle

NORTH ADAMS — The chairwoman of the Public Arts Commission abruptly resigned Tuesday after a controversial proposal to modify the board's governing ordinances was once again stalled.

After multiple committee meetings and hours of public debate, the City Council remains uncertain precisely how the Public Arts Commission should be instructed to operate. A proposal to modify the ordinances that govern the Public Arts Commission — first introduced in August and rewritten again by a City Council committee — was delayed on Tuesday.

"Decisions about public art need to be made by those who understand it, want it, make it, and see it," Public Arts Commission Chair Julia Dixon wrote in a resignation letter. "If you vote on this language, and continue to fail to contextualize this, you will render this commission and the work it should be doing ineffective. If you still don't understand why this is, you don't understand public art and you certainly have no business regulating it."

The commission was formed in 2015 under former Mayor Richard Alcombright in an effort to remove the mayor from the decision-making process in regards to public art proposals. Mayor Thomas Bernard introduced revisions to the commission's ordinance this year that would make the board a "recommending body" instead of a decision-making one. In doing

so, Bernard said his objective was to clarify the mayor's role under the city charter as the city's "contracting authority," but maintained he is not interested in judging the artistic value of proposals.

The mayor proposed the changes after the Public Arts Commission crafted a template contract that it plans to sign with artists and organizations that are approved for public art proposals on city-owned property.

Bernard's proposal was referred to the City Council's General Government Committee, which debated the matter over the course of several public meetings — including two joint meetings with the Public Arts Commission.

The committee engineered its own ordinance proposal — debated by the City Council on Tuesday — that attempted to both recognize the mayor's need to sign off on contracts but retain the commission's autonomy in judging the merit of public art proposals.

"[It is a] requirement in the city charter that large contracts include the signature of the mayor, which makes it clear that the Public Arts Commission cannot unilaterally create contracts," said Councilor Eric Buddington, who chairs the General Government Committee. "The other issue was in Mass. General Law, there are rules for the city accepting gifts, which involves the action of the council and the mayor."

But numerous questions and concerns were raised by councilors on Tuesday night.

The ordinance recommended by the General Government Committee requires the commission to consider a proposal within 90 days — a timeline several councilors questioned.

Though the proposal aims to keep the commission in charge of content and allow the mayor a say in the contract, Councilor Marie Harpin worried that it should be "more clear" in doing so.

Councilor Jason LaForest expressed concern that the ordinance does not include a mechanism for an override of the mayor should he choose not to sign a contract that has the support of the Public Arts Commission.

Dixon, speaking to the council prior to her resignation, was shut down by councilors when she began directly criticizing Bernard and referenced the pillars beneath Veterans Memorial Bridge, which have been the source of controversy since 2017 when the Massachusetts Museum of Contemporary Art painted over paintings of mill children created by local students. The museum claimed it was only restoring the pillars to a shade of gray that was a condition of the Harmonic Bridge installation it had approved by the city years prior.

By the time the council voted on the ordinance, it was 10-2 in favor of the measure.

Dixon also lamented the fact that she was not provided a copy of the ordinance as written by the general government committee, but Buddington countered that the language was approved during a joint meeting of the General Government Committee and Public Arts Commission.

She left the meeting and emailed her resignation while the council was still in session.

"I wish I didn't feel the need to step aside — I believe in public art, especially in this city. I believe in its power to inspire, motivate, communicate, and beautify. But I can't spend another hour, much less another month, fighting against the politicians and political structures that should be supporting us," Dixon wrote.

The proposal was delayed until January.

Adam Shanks can be reached at ashanks@berkshireagle.com, at [@EagleAdamShanks](https://twitter.com/EagleAdamShanks) on Twitter, or 413-629-4517.

iBerkshires.com

The Public Arts Commission composition has changed over the past year. Original members William Blackmer, top left, and Cynthia Quinones and Eric Kerns, top right, have been joined by Derek Parker, Bryan Sapienza and Sarah Sutro.

Public Arts Commission Offers to Broker Talks With Pillar Artists

By Tammy Daniels

iBerkshires Staff

02:41AM / Wednesday, February 13, 2019

NORTH ADAMS, Mass. — There may be a breakthrough in the lingering controversy over the painted-over pillars on the Veterans Memorial Bridge.

At Monday's Public Arts Commission meeting, the commissioners and artist Christina King agreed to discussions to find an alternative site for something similar to the pillar art.

"I would advocate that in 30 days that this commission brokers a meeting with whoever you want who is directly involved in the decisionmaking of this work," Vice Chairman Eric Kerns said. "And that a decision is made. Is that fair?"

King said she could not speak for fellow artist William Oberst, but thought a location with "equal prominence" would be suitable.

"I'm certainly willing if somebody could come up with something that gave us this kind of presence," she said.

Commissioner Bryan Sapienza said someone had suggested to him that the artwork could be placed more prominently on the span of the bridge, similar to the banners used by the city.

King said the goal of the project had been to attract visitors to the downtown in addition to celebrating the city's textile history.

"If you're going under the pillars, you're more interested in what the traffic is doing," Sapienza said, adding that the lighting and visibility would be better on the span.

King thought it could be "a very fine meeting in the middle."

In 2012 and 2013, King, a Greylock School art teacher, had worked with sixth-grade students to paint murals depicting pillow patterns made at the old Arnold Print Works and images from the famed Lewis Hines photographs of local mill children. The project had been part of an afterschool program and tied in with studies of the city's industrial past in the classroom. The paintings had included the collaboration of Oberst and others.



The Public Arts Commission is hoping to find a spot for artists to recreate their work or to create new public art.

Almost two years ago, Massachusetts Museum of Contemporary Art had repainted the pillars a solid gray as part of a restoration of the longstanding "Harmonic Bridge" sound installation below the bridge.

The PAC did not exist at the time of either of the original paintings and neither set of works has any documented contract; both were apparently verbally approved by the mayor at the time. The museum, however, did not notify the PAC of the restoration. The third mayor in this, Thomas Bernard, had declined to approve taking a sample to see if the paintings could be restored, a request the PAC had also rejected in 2017 because it felt Mass MoCA would also have to be involved.

King confirmed that Bernard had determined there would be no testing and that the artists had been offered Egyptian artist Alaa Awad's mural to overpaint.

"We thought that would be inappropriate," she said, because it would have been the same action taken against them. A second request to take a sample was submitted to the PAC in November but not acted upon.

There was some discussion of what would happen if the test sample showed that the school art could be restored — which would affect the original "Harmonic Bridge" installation and its restoration.

"It would be contrary to the goals and missions of this commission to advocate for the destruction of another artwork," Kerns said during the discussion, adding, "how many wrongs make a right?"

The pillar discussion had not been on the agenda but came up when Commissioner Cynthia Quinones read into the record emails she had received from Vincent Melito and Joseph Smith, both of whom have been outspoken advocates for the children's pillar art.

Kerns expressed frustration with the "hyperbolic communications" from the two men that threw around terms like "illegal" and accusations against him of unethical conduct because he is a partner co-founder of a business, Bright Ideas Brewing, on the Mass MoCA campus.

He said former Chairwoman Julia Dixon had contacted the state Ethics Commission and Quinones said she remembered "it being resolved as not an issue."

"Having my business and my name dragged through the mud is not something I want to continue," Kerns said, telling King that "it's my personal opinion you're not being helped by these proxies."

Commissioner William Blackmer objected that the commission should not be discussing the matter because it was not on the agenda.

"I'm not hearing anything new in that correspondence," he said. "We've heard all this before."

Despite his protest, the conversation over the pillars continued and Kerns made the pledge to King to bring the stakeholders together in a private meeting.

Kerns described the commission as currently being in "disarray." Several commissioners have left and the commission had spent much of the summer in a power struggle with the mayor over which entity had authority over artists' contracts — and the chairman had quit in protest.

"We're in disarray and there's a causative effect of this process," he said. "We're not sure where we stand."

The commission had electing officers on the agenda but tabled the items because it is still short one commissioner and was informed by Quinones that she would be resigning for personal reasons.

Commissioners hope to meet with the mayor to discuss how the panel can have City Hall assistance. The seven-member board has been feeling its way with no staff support since its inception three years ago.

"There's a level of 'undersight' that helps with connective through-lines when people change in and out," Kerns said. Sapienza noted that the PAC has no City Council liaison either.

Updated Feb. 14 to restore a paragraph accidentally deleted in editing and to clarify Kerns is a co-founder, not owner or partner, in Bright Ideas.

Letter: Unresolved Community Conflict

Letter to the Editor

07:00PM / Tuesday, March 12, 2019

[Print Story](#) | [Email Story](#)

To the Editor:

I am writing with the intent to clarify a large misconception that arose after the [iBerkshires story related to the Public Arts Commission](#) and the Marshall Street Arnold Printworks Project of 2012 and 2013



On Feb. 11, I attended the PAC meeting at City Hall as the only resident in the gallery. After much review and deliberation, I was asked where "the artists stood." I informed the Commission that I was representing both William Oberst and myself along with the 500 local residents who have signed the petition for a test area. I then stated that our goal remains to have the commission hear and rule on the application filed in late November of 2018 to test a small area to determine whether the anti-graffiti paint is still viable for restoration.

It was then discussed that no conversation has been held (still) by the immediate players: Mayor Bernard, Joe Thompson, William Oberst and myself. At that point, Vice Chair Kerns suggested that he broker the meeting — to which I agreed. My attendance at the PAC meeting was to keep the application process for restoration moving forward. With multiple changes in the members of the PAC since November (when the application was submitted) I have not received a response nor has a vote come before the commission. The prospect of a meeting with the Mayor, the Director of MoCA and the two artists was the most concrete logical step.

Only one part of a 20-minute long conversation was shared in this article, to allow for the appearance of "new news." The element of an alternate space is not on the table as the article attempted to highlight. The only discussion that still sits in front of the Public Arts Commission, is will they represent the Public? Will they vote to support the residents who have clearly stated their desire for restoration? What happens after a vote, remains to be seen.

It is extremely unfortunate that we await resolution to a community project turned community conflict after almost two years. To the residents and students of North Adams and all those who participated in creating the Arnold Print Works mural, we continue to hold on to what is just and have not succumbed to the powers that be.

Christina King

King is an art teacher at Greylock School in North Adams who was involved with the pillar art project.

02:00PM / Wednesday, August 02, 2017

[Print Story](#) | [Email Story](#)

To the Editor:

I am writing in relation to your recent article covering the [latest North Adams Public Art Commission meeting](#). I was disturbed to read that the commission had previously encouraged Mr. Oberst to submit a proposal to only then turn around and tell him that any proposal he makes will not be granted unless it is co-authored by Mass MoCA.



At its core Mr. Oberst and Mass MoCA are in a dispute, one which Mr. Oberst had no part in creating. Your article notes that Mass MoCA made other applications to the Public Art Commission properly but did not when they destroyed the work Mr. Oberst and local school children had been involved in. It is safe to assume they were worried that going through the commission would not give them the result they desired.

On that note I would challenge each member of the Public Arts Commission to let the public know how each of them would have approached such an application if MoCA had made it. I personally find it doubtful that the commission would have been able to stomach voting to destroy artwork that celebrated local history, enhanced the visual appeal of downtown, and was a collaborative community effort. On that note it might be worth reviewing the stated core principles for public artwork that the commission has published on its website:

- Enhance the community's visual environment
- Promote awareness of the city's social, cultural, and historical composition
- Encourage a spirit of collaboration
- Expand public knowledge of the visual art

Well the artwork Mr. Oberst is trying to restore certainly meets those core principles. The MoCA sound installation clearly does not. A new commission forgetting its core principles already is a sad state of affairs.

Also as a new commission I think they should be more careful of potential conflicts of interest. Mr. Kerns appears to have been the driving force behind denying Mr. Oberst's application. Mr. Kerns' business is a tenant at the Mass MoCA campus. Since the nature of what lies before the commission is a dispute involving his landlord Mr. Kerns should recuse himself from deciding on or influencing anything related to this application.

Common sense and decency should rule the day here. If the commission would not have granted the destruction of these works had they been approached then there is no rational reason to block or slow any restoration attempt. Additionally MoCA should face a consequence for purposely avoiding the commission in the first place. Be leaders and do what is right. Approve Mr. Oberst's application.

Joseph Smith

.. . . .

Letter: Mayor must find solution to art lost to MoCA paintover

Posted Thursday, July 26, 2018 5:54 pm

To the editor:

Over the past year, I have joined a number of North Adams residents in an effort to restore schoolchildren's paintings of Berkshire County mill workers that were depicted on the cement pillars on Marshall Street in North Adams until workers from Mass MoCA illegally painted over the historic work. Below is the letter sent to Mayor Bernard following our meeting on July 24, in which he refused to take any steps to restore the historic community art.

To Mayor Thomas Bernard;

Tom, I enjoyed the give-and-take of our discussion today and reflecting on that, have concluded that some of your logic is counterproductive to the work of our schoolchildren, teachers, artists and general public of which many parents, grandparents and great-grandparents went off to work in the mills in support of their families.

With that said, here are a couple of points to be made that need to be examined:

You said that no contract was ever signed between both parties and, the city has pointed out, that there is no legal obligation to either party. That being said, is your primary obligation to the people of this community or to Mass MoCA and the sound artist whose work would continue to be present at the very site?

You indicated that you feel that all new public art work will have a contract with a timeline. (Isn't the 20 years that you told me of the existing sound art enough ... do you think that they should have 50 years?)

MoCA destroyed part of our history by painting over those millworkers and their efforts (without the city's approval). Did you take them to task?

The Public Art Committee of North Adams failed to follow up on our request for information and the disclosure of other public communications to the committee which

was never presented by the chairperson of the board. One committee member told me that they dropped the ball on the issue.

You indicated that you would not even approve the examination of a sample removal of the gray paint encompassing the millworkers. That sample would be essential in determination of the feasibility for restoration.

I have been around long enough to know that money and power talks and often those facts put the general citizenry at a disadvantage in the decision-making of our leaders. But nevertheless, we must and shall stand up for what we feel is right and reflects the best interest of the community. It appears that it is easier to acquiesce to the desires of the haves rather than to the havenots.

It is easy to say that we need to move forward but it is not comprehensible that we should forget about our past. It is also essential that leadership takes courage and determination to put the people ahead of special interests.

When things go a person's way, it is easy to say, "Hey, it's time to work together." That is OK and good if one is playing on an even playing field. I think that all those people who were mentioned in the beginning of this communique are not in that balance.

Clearly, when you worked at MoCA you observed the influence in some of the decision-making process. Now, as mayor, you can either hold the line that you have established or step forward in seeking a mutual solution in testing the site, looking for the sound artist to accept the addition of art to the city's space and, lastly, to truly represent the historical and emotional interests of the people of this city.

Vin Melito,

North Adams



City of North Adams

In City Council

January 14, 2020

Ordered:

That the City of North Adams, its Public Arts Commission, and its Department of Public Works, shall schedule a study to determine whether the Marshall Street "children's pillar art" under the Route 2 (Veterans Memorial Drive) bridge may be restored; and if so, shall restore the same as created by the children of the North Adams Public Schools.

COMMONWEALTH OF MASSACHUSETTS
City Of North Adams

FEES 10.00

To The Honorable City Council:

I, Obilio Rodriguez, hereby make application to be granted a
Name

LICENSE TO DRIVE A TAXICAB FOR RJ'S TAXI

Height 5 ft 11 in Weight 165 lbs Color of Hair Br Employer's name Color of Eyes Haz

Date of Birth 12/23/2000 Birthplace NO. Adams MA Gender M Citizen Y

I hold a Massachusetts Driver's # _____ and have held this license for how long 2 1/2 yr.

My license has _____ has not ☒ been suspended or revoked in Massachusetts or any other jurisdiction.

If yes explain _____

I have _____ have not ☒ been convicted of a felony. If yes explain: _____

Are you currently on any medication that would hinder your driving ability yes _____, no ☒.

Do you currently have any open criminal court cases, yes _____, no ☒. Explain on page 2.

I HEREBY CERTIFY THAT, IF GRANTED THIS LICENSE, I WILL STRICTLY CONFORM AND ADHERE TO THE LAWS OF THE COMMONWEALTH, THE ORDINANCES OF THE CITY AND SUCH RULES AND REGULATIONS AS THE CITY COUNCIL MAY ESTABLISH.

I do solemnly, sincerely and truly affirm the foregoing application to be true to the best of my knowledge and belief and do so under the pains and penalties of perjury.

[Signature]
Signature
38 Meadow St.
Address
NO. Adams MA. 01247
City/Town

.....
TO BE COMPLETED BY EMPLOYER

THIS IS TO CERTIFY THAT:

If granted a TAXI DRIVER'S LICENSE

Obilio Rodriguez
Name of applicant

WILL DRIVE FOR ME.....

[Signature]
TAXI OPERATOR'S SIGNATURE

.....
TO BE COMPLETED BY THE POLICE DEPT

THE ABOVE APPLICATION IS HEREBY

APPROVED ☒ DISAPPROVED _____

This 12 day of December, 2019

NORTH ADAMS POLICE DEPARTMENT
11 SUMMER STREET
NORTH ADAMS, MA 01247
POLICE DEPARTMENT
[Signature]

COMMONWEALTH OF MASSACHUSETTS
City Of North Adams

FEES 10.00

To The Honorable City Council:

I, Lorin M Spencer, hereby make application to be granted a
Name

LICENSE TO DRIVE A TAXICAB FOR R.J.'s Taxi

Height 5 ft 9 in Weight 240 lbs Employer's name Color of Hair Brown Color of Eyes Brown

Date of Birth 11/02/1970 Birthplace North Adams Gender F Citizen Y

I hold a Massachusetts Driver's # _____ and have held this license for how long 31 years

My license has _____ has not X been suspended or revoked in Massachusetts or any other jurisdiction.

If yes explain _____

I have _____ have not X been convicted of a felony. If yes explain: _____

Are you currently on any medication that would hinder your driving ability yes _____, no X.

Do you currently have any open criminal court cases, yes _____, no X. Explain on page 2.

I HEREBY CERTIFY THAT, IF GRANTED THIS LICENSE, I WILL STRICTLY CONFORM AND ADHERE TO THE LAWS OF THE COMMONWEALTH, THE ORDINANCES OF THE CITY AND SUCH RULES AND REGULATIONS AS THE CITY COUNCIL MAY ESTABLISH.

I do solemnly, sincerely and truly affirm the foregoing application to be true to the best of my knowledge and belief and do so under the pains and penalties of perjury.

Lorin M Spencer

Signature

486 Mohawk Trail

Address

Deerfield

City/Town

.....
TO BE COMPLETED BY EMPLOYER

THIS IS TO CERTIFY THAT:

If granted a TAXI DRIVER'S LICENSE

Lorin M Spencer
Name of applicant

WILL DRIVE FOR ME.....

[Signature]
TAXI OPERATOR'S SIGNATURE

.....
TO BE COMPLETED BY THE POLICE DEPT

THE ABOVE APPLICATION IS HEREBY

APPROVED ✓ DISAPPROVED _____

This 12 day of December, 2019

NORTH ADAMS POLICE DEPARTMENT

11 SUMMER STREET

NORTH ADAMS, MA 01247

POLICE DEPARTMENT
[Signature]

COMMONWEALTH OF MASSACHUSETTS
City Of North Adams

FEES 10.00

To The Honorable City Council:

I, Lisa A. Walters, hereby make application to be granted a
Name
LICENSE TO DRIVE A TAXICAB FOR RJ's Taxi
Employer's name
Height 5 ft 0 in Weight 170 lbs Color of Hair White Color of Eyes Hazel
Date of Birth 6/13/16 Birthplace North Adams Gender F Citizen US

I hold a Massachusetts Driver's # _____ and have held this license for how long 2yr.

My license has _____ has not X been suspended or revoked in Massachusetts or any other jurisdiction.

If yes explain _____

I have _____ have not X been convicted of a felony. If yes explain: _____

Are you currently on any medication that would hinder your driving ability yes _____, no X.

Do you currently have any open criminal court cases, yes _____, no X. Explain on page 2.

I HEREBY CERTIFY THAT, IF GRANTED THIS LICENSE, I WILL STRICTLY CONFORM AND ADHERE TO THE LAWS OF THE COMMONWEALTH, THE ORDINANCES OF THE CITY AND SUCH RULES AND REGULATIONS AS THE CITY COUNCIL MAY ESTABLISH.

I do solemnly, sincerely and truly affirm the foregoing application to be true to the best of my knowledge and belief and do so under the pains and penalties of perjury.

Lisa A. Walters
Signature
159 Eagle Street
Address
North Adams, MA 01247
City/Town

.....
TO BE COMPLETED BY EMPLOYER

THIS IS TO CERTIFY THAT:

If granted a TAXI DRIVER'S LICENSE

Lisa A. Walters
Name of applicant
WILL DRIVE FOR ME.....

[Signature]
TAXI OPERATOR'S SIGNATURE

.....
TO BE COMPLETED BY THE POLICE DEPT

THE ABOVE APPLICATION IS HEREBY

APPROVED V DISAPPROVED _____

This 12 day of December, 209

[Signature]
NORTH ADAMS POLICE DEPARTMENT
11 SUMMER STREET
NORTH ADAMS, MA 01247
POLICE DEPARTMENT