

CITY OF NORTH ADAMS
City Clerk's Office
February 3, 2016

I hereby notify that at twelve noon today the following items of business have been filed with this office and will be acted upon at the meeting in the City Council Chambers at City Hall, Tuesday evening February 9, 2016 at seven-thirty o'clock according to Section 8, Rules and Orders of the City Council.

Marilyn Gomeau
City Clerk

REGULAR MEETING OF THE CITY COUNCIL
February 9, 2016

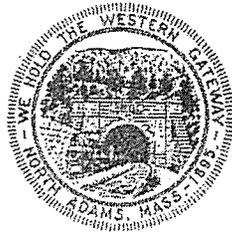
Roll Call
Moment of silent prayer
The Pledge
Approval of the minutes of *January 26, 2016*

Approval of the Council Rules of Order, which was referred to the General Government Committee and postponed at the meeting of January 12th.

- 11,497** *Mayor's communication #5 regarding a lease agreement with Child Care of the Berkshire.*
- 11,498** *An Order authorizing the Mayor to execute a lease between the City of North Adams and Child Care of the Berkshire.*
- 11,499** *Mayor's communication #6 regarding the re-appointment of Jeffrey Naughton to the Airport Commission for a term to expire February 1, 2019.*
- 11,500** *Mayor's communication #7 regarding the re-appointment of Trevor Gilman to the Airport Commission for a term to expire February 1, 2019.*
- 11,501** *Mayor's communication #8 recommending the re-appointment of Suzy Helme to the Human Service Commission for a term to expire February 1, 2019.*
- 11,502** *Mayor's communication #9 recommending the re-appointment of Jennifer Boland to the Human Service Commission for a term to expire February 1, 2019.*
- 11,503** *Mayor's communication #10 recommending the re-appointment of JoAnn Lipa-Bates to the Human Service Commission for a term to expire February 1, 2019.*
- 11,504** *Mayor's communication #11 recommending the re-appointment of Jennifer Flynn Bernard to the Human Service Commission for a term to expire February 1, 2019.*
- 11,505** *Mayor's communication #12 recommending the re-appointment of Jay Walsh to the Planning Board for a term to expire February 1, 2019.*
- 11,506** *Mayor's communication #13 recommending the re-appointment of Brian Miksic to the Planning Board for a term to expire February 1, 2021.*

- 11,507** *Mayor's communication #14 recommending the re-appointment of Kyle Hanlon to the Planning Board for a term to expire February 1, 2021.*
- 11,639-3** *Mayor's communication #24-a regarding Parkland Acquisitions and Renovations for Communities Program.*
- 10,639-3** *A Resolution for Parkland Acquisitions and Renovations for Communities Program for the installation of a new skateboard park at the Noel Field Athletic Complex.*
- 11,508** *Communication submitted by Council President regarding shared economy service providers.*

**CORRESPONDENCE
LICENSES
OPEN FORUM
COUNCILOR & MAYOR'S CONCERNS**



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor
Richard J. Alcombright

February 9, 2016

#5

To: North Adams City Council
Re: Child Care of the Berkshires – Former Haskins School property lease

Dear Honorable Members:

Child Care of the Berkshires (CCB) has been a tenant of the former Haskins School building for more than 34 years. During these years CCB has kept the facility bright, clean, and up-to-date a place where children and parents feel welcome and nurtured. Over time, they have greatly improved accessibility and safety for the children.

CCB serves more than 125 children; approximately 95% of the children enrolled in the programs live in poverty. Many of the parents are employed in the community and struggle to make a living and maintain employment. Approximately one-third of all children enrolled in the Center are victims of abuse and neglect and are referred to the programs from the Department of Children and Families. This is the population that greatly benefits from the programming provided at CCB in the Haskins facility.

I have worked with Anne Nemetz Carlson, the President and CEO of CCB, for a number of years, and know that she is most committed to providing excellent child care (which includes a high quality environment). Through the active pursuit of private grants, she has made many changes to improve the facility. To this point and over the years, the City had short term leases with CCB whereby CCB provided maintenance and improvements while the City retained responsibility for the building envelope and larger capital needs.

CCB has recently applied for a large grant through the USDA that will enable them to do significant building improvements. In order to qualify, they needed to have "site control of the building" via a long term lease. Knowing this, the City recently issued an RFP for the Haskins School property and CCB was the only and successful respondent. To help them and most importantly to be certain we maintain CCB and their services here in the City, we have negotiated a 25-year lease to ensure that CCB has site control. This lease along with the possible receipt of the USDA grant would be a most positive outcome for the families and children in the City and greater region.

Please know that because of the timing and CCB's need to submit the grant application by January 22nd, after negotiation and final review by the City Solicitor, I executed the lease "subject to" City Council approval.

The lease does a couple of things that previous leases did not; it provides for rent payments beginning in year six in the amount of \$1,100 monthly with escalators every 5 years and it stipulates that ALL maintenance on the building is the responsibility of CCB.

Anne Nemetz Carlson will be at the meeting to present her vision and the City Solicitor will also be in attendance to field any questions regarding the agreement. I am very pleased that CCB under this agreement will continue to provide services in this wonderful building for minimally the next 25 years. I fully recommend adoption of the order as presented.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard J. Alcombright", written over a faint circular stamp or seal.

Richard J. Alcombright
Mayor

LEASE AGREEMENT

Lease Agreement dated the _____ day of February, 2016, between **CITY OF NORTH ADAMS**, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having a usual place of business at 10 Main Street, North Adams, Massachusetts 01247, acting by and through its Mayor, as authorized by its City Council (□LESSOR□) and **CHILD CARE OF THE BERKSHIRES, INC.**, non-profit corporation duly organized under the laws of the Commonwealth of Massachusetts having a principal place of business at 210 State Street, North Adams, Massachusetts 01247 (“LESSEE”).

Preliminary Statement

Whereas, LESSOR is the owner of certain land with a building thereon, located at 210 State Street in said North Adams, which building and a portion of the adjacent land (the “Property”) has been occupied since 1979 by **LESSEE** for use, among other things, as a child day care facility and

Whereas, LESSEE desires to lease the Property under certain terms and conditions, make capital improvements to the Property using grant funds, and to use the Property to provide child day care services additional nonprofit, educational and family support services and any other legal use approved by Lessor, which approval shall not be unreasonably withheld, delayed or conditioned (“Permitted Uses”) at the Property; and

Whereas, LESSOR has determined that child day care services and other family support services are critical to the well- being of North Adams, and that **LESSEE** provides high quality services that fulfill **LESSOR’s** needs; and

Whereas, LESSOR, in furtherance of this determination and in compliance with the requirements of G.L. c. 30 B, issued a Request for Proposals advertising the Property for lease; and thereafter by Award Letter dated January 15, 2016 awarded the lease of the Property to **LESSEE**, under the terms and conditions recited herein.

Now Therefore, in consideration of and subject to the forgoing, and the mutual promises and covenants herein contained, the Parties agree as follows:

1. **DESCRIPTION OF THE LEASED PREMISES.** **LESSOR** leases to **LESSEE**, and **LESSEE** leases from **LESSOR**, the Property, which Property is further described as shown on the sketch attached to this Lease Agreement as Exhibit A, and which together with the parking area and outdoor play yard spaces shown on the plan and any improvements located thereon from time to time comprises the Leased Premises (the “**Leased Premises**”). The Lease includes a right to access and use the parking lot to be shared with others as noted on the attached Exhibit A.

2. **TERM.** The Commencement date of the Lease shall be the first day of the month following the completion of the G.L. c.30B procurement process and successful award (the “**Commencement Date**”).

The term of the Lease shall commence on the **Commencement Date** and shall continue thereafter for a period of twenty-five (25) years (the “**Initial Term**”), which term shall be automatically extended for an indefinite number of consecutive renewal terms of twenty-five (25) years each (the “**Renewal Terms**”) unless the **LESSEE** delivers written notice to **LESSOR** within one (1) year prior to the date on which

any such renewal term shall commence, or unless sooner terminated in accordance with the provisions hereof.

3. **DELIVERY OF POSSESSION; CONDITION.**

3.1 **Delivery of Possession.** Upon execution of this Lease Agreement, **LESSEE** shall be entitled to possession and use of the **Leased Premises**, subject to the terms and conditions set forth herein.

3.2 **No Leases.** **LESSOR** represents and warrants that, as of the date of execution of this Lease Agreement, the **Leased Premises** are not subject to any other written leases or subject to any tenancies-at-will.

3.3 **Condition of the Leased Premises.** **LESSEE** acknowledges that (i) it, through its representatives and agents, has carefully inspected the **Leased Premises** prior to the execution of this Lease Agreement; (ii) it is leasing the **Leased Premises** AS IS; and (iii) it is not relying upon any statements or representations by **LESSOR**, or its representatives or agents, with respect to the physical condition of the **Leased Premises**, except as set forth in this Lease.

4. **RIGHTS AND OBLIGATIONS OF THE PARTIES.**

4.1. **LESSEE.** Subject to the terms and conditions set forth in this Lease Agreement, **LESSEE** shall have exclusive control over and exclusive right to develop, operate and manage the **Leased Premises** in the same manner as if **LESSEE** were the sole owner thereof.

4.2 **Lessee's Right to Sublease.** Lessee shall have the right to sublease a portion of the Leased Premises; provided that the sublease and the subtenant(s) shall comply with the Lease and that the subtenant uses all of its subleased areas of the Leased Premises consistent with the Permitted Uses.

4.3. **LESSEE's Right to Make Alterations, Improvements & Replacements:**
Approval.

Alterations, Improvements & Replacements. **LESSEE** shall have the right to make such alterations, modifications and improvements to the **Leased Premises**, from time to time, as **LESSEE** may deem necessary; provided, however, that prior to making any such alteration, modification, improvement, which is estimated to cost in excess of Fifty Thousand Dollars (\$50,000.00), **LESSEE** shall seek and obtain **LESSOR's** written approval of plans and specifications therefore. **LESSEE** shall in no event make, or attempt to make, any alterations, modifications, improvements, or other changes of any kind to the **Leased Premises** or any building thereon that will decrease the value of the **Leased Premises** or such building, or that will adversely affect the structural integrity of the building on the **Leased Premises**.

Approval by LESSOR. Any approval by **LESSOR** required pursuant to 4.3 hereof shall not be unreasonably withheld by **LESSOR**, provided that the value of the building on the **Leased Premises** shall not be diminished or the structural integrity of the building adversely affected by such alterations, modifications or improvements. In the event of any disapproval by **LESSOR** pursuant to this subsection, **LESSOR** shall provide to **LESSEE** an itemized statement of reasons for such disapproval. If **LESSOR** does not disapprove any plans and specifications submitted by **LESSEE** in accordance with this subsection within thirty (30) days after they have been submitted to **LESSOR**, such plans and specifications shall be deemed to have been approved by **LESSOR**.

4.4. **Ownership of Improvements.** Any and all alterations, modifications, improvements or additions made in or to the Leased Premises or the building thereon shall be the property of **LESSEE**, subject only to the terms and conditions of this Lease Agreement.

4.5. **LESSOR.** **LESSOR** shall not be obligated by virtue of this Lease to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the **Leased Premises** or any buildings or improvements thereon or hereinafter placed thereon, or to otherwise contribute any funds or in-kind services to the Project.

5. **RENT.**

5.1. **Amount of Rent.** **LESSEE** shall pay **LESSOR** rent (the “**Rent**”) for the term of the Lease as follows:

(i) (i) For the first through fifth years of the Initial Term, no rent shall be due. Thereafter, **Rent** shall be due and payable to **LESSOR**, at the **LESSOR**’s address set forth herein, in advance, on the first (1st) day of each month.

(ii) For the sixth through the tenth years of the Initial Term, the sum of One Thousand One Hundred (\$1,100.00) Dollars per month.

(iii) For the eleventh through the fifteenth years of the Initial Term, the sum of One Thousand Two Hundred Ten (\$1,210.00) Dollars per month.

(iv) For the sixteenth through twentieth years of the Initial Term, the sum of One Thousand Three Hundred Thirty-One (\$1,331.00) Dollars per month.

(v) For the twenty-first through the twenty-fifth years of the Initial Term, the sum of One Thousand Four Hundred Sixty-Four (\$1,464.00) Dollars per month.

5.2 **LESSOR** and **LESSEE** shall agree on the amount of the Rent for any **Renewal Terms**.

6. **UTILITY EXPENSES.** **LESSEE** shall be responsible, and shall fully and promptly pay for, all heat, water, gas, electricity, telephone, sewer and other public utilities of every kind furnished to the **Leased Premises** throughout the Lease Term.

7. **PAYMENT OF TAXES AND ASSESSMENTS.**

7.1 **Real Property Taxes.** **LESSEE** shall not be assessed real property taxes against the **Leased Premises** or any improvements thereon.

7.2 **Personal Property Taxes.** **LESSEE** shall pay before delinquency all personal property taxes, if any, assessed against personal property of **LESSEE** in or about the **Leased Premises** at any time during the Lease Term.

7.3 **Contesting Taxes or Assessments.** If **LESSEE** shall, in good faith, desire to contest the validity or amount of any tax, assessment, levy, or other governmental charge herein agreed to be paid by **LESSEE**, **LESSEE** shall be permitted to do so provided **LESSEE** pays such tax or charge as required by law and gives written notice to **LESSOR** of the contest prior to the commencement of such contest which shall be given at least seven (7) days prior to delinquency.

8. UNDERGROUND STORAGE TANK

LESSEE may decide to apply for grant funds to pay for an assessment regarding the existing underground storage tank (“UST”) on the Leased Property. At the request of the **LESSEE**, the **LESSOR** shall assist and cooperate in any such grant applications. If **LESSEE** decides to proceed, **LESSEE** shall arrange for the removal of the underground storage tank, piping and related equipment. **LESSEE** will pay the cost of the removal and remediation for oil from the tank, if any is required.

9. **COMPLIANCE.** **LESSEE**, at its sole cost and expense, shall (i) comply with and abide by any and all applicable federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Leased Premises, including, laws, the breach of which might result in any penalty against **LESSOR**; (ii) obtain every permit, license or certificate required in connection with the design and construction of any improvement to the Leased Property constructed by the Lessee and for operation of the **Leased Premises**, by any governmental agency having jurisdiction thereof, including without limitation zoning permits; and (iii) comply with all requirements of any insurance company or organization necessary for the maintenance of insurance with respect to the **Leased Premises**. Nothing in this Section provides either party with any obligations under G.L. c. 21E or the Massachusetts Contingency Plan requirements, codified at 810 CMR 40.0000.

10. **PROHIBITED USES; WASTE AND NUISANCE; LIENS; ABANDONMENT.**

10.1 **Prohibited Uses.** **LESSEE** shall not use, or permit the **Leased Premises**, or any part thereof, to be used for any purpose or purposes other than the Permitted Uses. No use shall be made or permitted to be made of the **Leased Premises**, or acts done, which will cause a cancellation of any insurance policy covering the buildings located on the **Leased Premises**, or any part of such buildings.

10.2 **Waste and Nuisance.** **LESSEE** shall not commit, or suffer to be committed, any waste or nuisance on or affecting the Leased Premises.

10.3 **Liens Against the Leased Premises.**

10.3.1 **Liens Prohibited.** **LESSEE** shall keep the **Leased Premises** free and clear of any and all mechanics', material suppliers', and other liens for or arising out of or in connection with work or labor done by **LESSEE**, services performed for **LESSEE**, or materials or appliances used or furnished for or in connection with any operations of **LESSEE**, any alteration, improvement, repairs or additions that **LESSEE** may make or permit to be made, or any work or construction by, for or permitted by **LESSEE** on or about the **Leased Premises**, or any obligations of any kind incurred by **LESSEE**, and shall at all times promptly and fully pay and discharge any and all claims on which any lien may or could be asserted. This Section 10.3.1 does not apply to liens that arise under G.L. c. 21E or the Massachusetts Contingency Plan, 810 CMR 40.0000.

10.3.2 **Contesting Liens.** If **LESSEE** desires to contest any lien, it shall notify **LESSOR** of its intention to do so within sixty (60) days after the filing of the lien. In such event, and provided that **LESSEE** shall, on demand, protect **LESSOR** by a good and sufficient surety bond against any lien and any cost, liability, or damage arising out of such contest, **LESSEE** shall not be in default under this Lease Agreement until sixty (60) days after the final determination of the validity of the lien, within which time **LESSEE** shall satisfy and discharge the lien to the extent held valid. Notwithstanding the foregoing, the satisfaction and discharge of any lien shall not, in any case, be delayed until execution is had on any judgment rendered on such lien, and any such delay shall be deemed a default by **LESSEE** under this

Lease Agreement.

10.4 **Abandonment of the Premises.** LESSEE shall not vacate or abandon the **Leased Premises** during the Lease Term. In the event that LESSEE abandons, vacates, or surrenders the **Leased Premises** or is dispossessed by process of law or otherwise, any personal property belonging to LESSEE and left on the **Leased Premises** shall be deemed to be abandoned, at the option of LESSOR, except such property as may be encumbered.

11. **WARRANTIES OF TITLE AND QUIET POSSESSION.** LESSOR covenants that it is seized of the **Leased Premises** in fee simple and has full right to make and enter into this Lease Agreement and that LESSEE shall have quiet and peaceable possession of the **Leased Premises** during the Lease Term, subject to LESSOR's rights under this Lease Agreement.

12. **RIGHT OF ENTRY.** LESSEE shall permit LESSOR and its agents and employees to enter into and upon the **Leased Premises** at all reasonable times during the Lease Term for the purpose of inspecting the **Leased Premises**, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, and without any liability to LESSEE for any loss of occupation or quiet enjoyment of the **Leased Premises** occasioned by any such entry.

13. **INSURANCE.**

13.1 **Lessee's Insurance.** During the Term, Lessee shall, at Lessee's sole cost and expense, maintain ("Lessee's Insurance"):

13.1.1 Comprehensive public liability insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, death or property damage;

13.1.2 Fire and extended coverage insurance on the Leased Premises and the Lessee's Improvements (as defined in Section 4.4) and Lessee's equipment, furniture, inventory, furniture, and other property kept on the Leased Premises; and

13.1.3 Workers' compensation insurance in accordance with the requirements of the applicable laws of the Commonwealth of Massachusetts.

Lessee shall provide Lessor with certificates of insurance or such other evidence of Lessee's Insurance acceptable to Lessor. The insurance described in Sections 13.1.1 and 13.1.2 shall name Lessor as additional insured. In the event that any of Lessee's Insurance shall be cancelled, Lessee shall give Lessor immediate notice of such cancellation. Lessee shall provide evidence of renewal of each such policy at least ten days prior to the expiration thereof. All policies of Lessee's Insurance shall be written by responsible insurance companies licensed to do business in the Commonwealth of Massachusetts.

13.2 **Insurance on the Leased Premises.** LESSOR shall procure and, at all times during the Lease Term, maintain such insurance as will protect the **Leased Premises** from and against loss or damage by fire, extended perils and other risks, if any, in such amounts and kind as the parties shall agree from time to time.

13.3 **Waiver of Subrogation.** Neither party shall be liable to the other (or the other party's successors and assigns) for loss or damage caused by fire or other casualty. Each insurance policy carried by Lessor on the Building and each insurance policy carried by Lessee on its property shall contain a provision by which the insurance company shall waive all rights of subrogation against the other party for loss or damage to the insured property. In the event that a waiver of subrogation provision is obtainable by a party only upon payment of an additional premium or fee by the insured party, then the other party shall either reimburse the insured party for the cost of the additional premium or fee therefor, or the insured party shall be relieved of its obligation to obtain such a waiver of subrogation provision.

13.4 **LESSOR's Right to Pay Premiums; Notice of Cancellation.** In the event of the failure by the LESSEE to procure insurance required by this Lease Agreement, to maintain payment of the premiums therefore, or to deliver the policies or certificates of policies to LESSOR, LESSOR shall be entitled, but shall not be obligated, to procure and/or maintain such insurance and to pay premiums therefore, which premiums shall be immediately repayable to LESSOR by LESSEE and shall place LESSEE in default hereunder. Each insurer on an insurance policy procured by LESSEE shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to LESSOR, that it will give LESSOR thirty (30) days' written notice before the policy or policies in question shall be altered or cancelled.

13.5 **LESSEE's Right to Pay Premiums; Notice of Cancellation.** In the event of the failure by the LESSOR to procure insurance required by this Lease Agreement, to maintain payment of the premiums therefore, or to deliver the policies or certificates of policies to LESSEE, LESSEE shall be entitled, but shall not be obligated, to procure and/or maintain such insurance and to pay premiums therefore, which premiums shall be immediately repayable to LESSEE by LESSOR and shall place LESSOR in default hereunder. Each insurer on an insurance policy procured by LESSOR shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to LESSEE, that it will give LESSEE thirty (30) days' written notice before the policy or policies in question shall be altered or cancelled.

14 **DAMAGE BY FIRE OR OTHER CASUALTY.**

14.1 **Insured Loss of Improvements.** In the event that all or any portion of Lessee's Improvements shall be destroyed or damaged by fire or other casualty and the insurance proceeds shall be adequate to restore the damaged property to its equivalent condition prior to such loss, LESSEE shall apply such insurance proceeds to promptly commence and complete the restoration of the damaged property substantially to its condition prior to such loss.

14.2 **Partially Insured Loss of Improvements.** In the event that all or any portion of Lessee's Improvements shall be destroyed or damaged by fire or other casualty and the insurance proceeds shall not be adequate to restore the damaged property to its equivalent condition prior to such loss, then LESSEE shall be entitled to elect to (i) apply such insurance proceeds to promptly commence and complete the restoration of the damaged property to a condition that allows LESSEE to continue to use the **Leased Premises** in substantially the same way it was used prior to such loss; (ii) apply such insurance proceeds to promptly commence and complete emergency repairs and such other remedial steps to secure the damaged property and insure that the building and improvements are safe and free from hazard and cause the balance of such insurance proceeds, if any, to be paid to LESSOR; or (iii) notify LESSOR that it intends to terminate this Lease Agreement and, in such event, surrender the **Leased Premises** to LESSOR.

14.3. **Substantial Damage.** In the event that the Leased Premises is damaged by fire or other casualty to the extent of 10% or more of the replacement cost or the Leased Premises is damaged as the result of a risk which is not insured under LESSEE's or LESSOR's Insurance (any such event is referred to herein as "Substantial Damage"), LESSEE shall have the right to terminate this Lease by notice given to LESSOR within 30 days after such event. On the date specified in such notice (which date shall not be less than 10 days after giving such notice): (i) this Lease shall terminate; (ii) LESSEE shall vacate and surrender the Premises to LESSOR and (iii) all LESSOR's Insurance proceeds payable on the Leased Premises shall be applied first to refund any Rent paid by LESSEE for any period subsequent to such damage, and the balance of such proceeds shall belong to LESSOR.

14.4 **LESSOR's Obligation to Restore.** In the event that the Leased Premises are damaged but not to the extent of Substantial Damage, the Premises shall be restored and Rent abated as provided herein. LESSOR shall commence restoration of the Leased Premises within 30 days after any damage by fire or other casualty shall occur, and if such restoration shall not be completed to a sufficient extent to enable LESSEE or any sub-lessee(s) to conduct its business operations in the Leased Premises within 90 days after such damage shall have occurred, LESSEE shall be entitled to terminate this Lease on notice to LESSOR. Rent shall be reduced for the period when the Leased Premises are unrestored in the same proportion that the floor area of the unrestored portion of the Leased Premises bears to the total floor area of the Leased Premises prior to such damage; provided, however, that if LESSEE shall reasonably determine that it cannot operate during such restoration period, no Rent shall be due during such restoration period.

15. **INDEMNITY**

Indemnification by the LESSEE. LESSEE shall indemnify and hold harmless LESSOR from and against any and all claims, liability, loss, damage, costs or expenses whatsoever which LESSOR may sustain, incur or be required to pay, arising out of, in connection with or on account of (i) any loss, injury, death or damage in connection with the **Leased Premises**; or (ii) any loss, injury, death or damage in connection with **LESSEE's** performance under this Lease Agreement. Notwithstanding the foregoing, such indemnification shall not be available with respect to any loss, injury, death, or damage arising by reason of the negligence or misconduct of **LESSOR**, its agents or employees.

Neither party indemnifies the other regarding costs of investigation or remediation of any release of Hazardous Materials (as that term is defined in G.L. c. 21E or the Massachusetts Contingency Plan, 310 CMR 40.0000) that may have been deposited by prior owners or others.

16. **DEFAULT AND TERMINATION.** Notwithstanding any other provision hereof, this Lease Agreement may be terminated upon the happening of any of the following events and in accordance with the provisions hereof:

16.1 **Default.** Upon the failure by **LESSEE** to perform any material term or condition of this Lease Agreement, and the continuation of such failure for a period of sixty (60) days following written notice of such failure, **LESSOR** shall have the right to give **LESSEE** notice of its intention to terminate this Lease Agreement. After the expiration of a period of thirty (30) days from the date of such notice, this Lease Agreement shall, at the option of **LESSOR**, terminate and **LESSOR**, in addition to any rights it may have hereunder, shall have the immediate right of re-entry and may remove all persons and property from the **Leased Premises**. If, however, upon receipt of such notice, **LESSEE** shall, promptly and with due diligence, cure the default, then the notice shall be of no force and effect or, when such default is not susceptible of being cured within ninety (90) days, if **LESSEE** shall take action to cure such default with all due diligence, then the effective date of the termination notice shall be extended for such reasonable time as shall be required for **LESSEE** to cure the default. In addition to **LESSOR's**

immediate right of re-entry, **LESSOR** shall also have the right to recover from the **LESSEE** all damages incurred by reason of the breach, including the cost of recovering the **Leased Premises**. The parties agree that as an alternative or additional remedy, **LESSOR** may request and obtain specific performance, when appropriate, of the provisions of this Lease Agreement.

16.2 **Bankruptcy**. In the event that **LESSEE** shall be adjudged bankrupt or insolvent, or any receiver or trustee of all or any part of the business or property of **LESSEE** shall be appointed and shall not be discharged within ninety (90) days after appointment, or **LESSEE** shall make any general assignment of its property for the benefit of creditors, or **LESSEE** shall file a voluntary petition in bankruptcy or insolvency, or shall apply for reorganization or arrangement with its creditors under the bankruptcy or insolvency laws now in force or hereafter enacted, federal, state or otherwise, or such petition shall be filed against **LESSEE** and shall not be dismissed within ninety (90) days after such filing, or **LESSEE** shall seek a composition with its creditors by trust, mortgage or otherwise, **LESSOR** may, at its election, terminate this Lease Agreement without being prejudiced to any remedies which may be available to it for breach of contract and in law or equity. In such event, **LESSOR** shall have the full benefit of the remedies and rights of recovery recited in 16.1 hereof.

16.3 **Default by LESSOR**. In the event that **LESSOR** shall default in its obligations under the provisions of Paragraph 4.5 above, **LESSEE**, at its option may terminate this Lease Agreement. In such event, **LESSEE** shall promptly deliver the **Leased Premises** back to **LESSOR**, and neither party shall be further obligated to the other party under the provisions of this Lease Agreement.

16.4 **Mutual Consent**. This Agreement may be terminated by the mutual written agreement of **LESSOR** and **LESSEE**. In such event, **LESSEE** shall promptly deliver the **Leased Premises** back to **LESSOR** in accordance with the provisions hereof.

16.5 **Ownership of Improvements Upon Termination**. Upon termination of this Lease Agreement, **LESSOR** shall become the owner of any and all alterations, improvements or additions made in or to the **Leased Premises** or the building thereon during the Lease Term. Lessee shall have the right to remove equipment used in the operation of the Lessees (and its subtenants) business and any appliances installed by Lessee, whether or not the equipment is fixed to the building, provided that the Leased Property is restored to a clean and finished condition after removal of the equipment and appliances.

16.6 **Force Majeure**. Notwithstanding any other provision hereof, neither party hereto shall be liable to the other or be deemed to be in breach of this Lease Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused hereby, provided that the party whose performance is affected notifies the other promptly of the nature of the existence and nature of such delay.

17. **LESSOR'S RIGHT TO PERFORM**. In addition to **LESSOR's** termination rights pursuant to Article 16 hereof, in the event that **LESSEE**, by failing or neglecting to do or perform any act or thing required by this Lease Agreement, shall be in default hereunder and such default shall continue for a period of sixty (60) days after written notice from **LESSOR** specifying the nature of the act or thing to be done or performed, then **LESSOR** may, but shall not be obligated to, do or perform or cause to be done or performed such act or thing (and may enter upon the **Leased Premises** for such purpose), and **LESSOR** shall not be liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to the **LESSEE** on account of such election. **LESSEE** shall repay to **LESSOR**, on demand, the

entire expense incurred on account of such election, including compensation to the agents, employees and contractors of LESSOR. Any act or thing done by LESSOR pursuant to the provisions of this Article 17 shall not constitute or be construed as a waiver by LESSOR of any such default by LESSEE, or as a waiver of any covenant, term or condition contained in this Lease Agreement, or of any other right or remedy of LESSOR, under this Lease Agreement or otherwise.

18. **REDELIVERY OF LEASED PREMISES; SURRENDER OF LEASE.**

18.1 **Redelivery of Leased Premises.** Upon the expiration of the Lease Term or upon an earlier termination of this Lease Agreement in accordance with the provisions of Article 16 hereof, LESSEE shall peaceably and quietly quit and surrender to LESSOR the **Leased Premises**, either in such condition as the **Leased Premises** were delivered to LESSEE or as the **Leased Premises** have as of the date of such delivery been improved, subject to the other provisions of this Lease Agreement.

18.2 **Surrender of Lease.** The surrender, cancellation or other termination of this Lease Agreement shall not effect a merger, but shall, at the option of LESSOR, operate as an assignment to LESSOR of any or all existing subleases or sub tenancies with respect to the **Leased Premises**.

19. **ENVIRONMENTAL MATTERS AFFECTING THE LEASED PREMISES.**

LESSOR makes no representations or warranties, express or implied, as to the presence or absence of any hazardous materials or substances on the **Leased Premises**, or whether such substances have been released or properly stored on the **Leased Premises**.

20. **EFFECT OF EMINENT DOMAIN.**

20.1 **Effect of Total Condemnation.** In the event that the entire **Leased Premises** shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease Agreement shall terminate and expire as of the date of such taking, and LESSEE shall then be released from any liability thereafter accruing under this Lease Agreement.

20.2 **Effect of Partial Condemnation.** In the event that a portion of the **Leased Premises** shall be so appropriated or taken and the remainder of the **Leased Premises** shall not be suitable for the use being made thereof by LESSEE, or if the remainder of the **Leased Premises** is not one undivided parcel of property, LESSEE shall have the right to terminate this Lease Agreement as of the date of such taking upon providing written notice to LESSOR within sixty (60) days of notice to LESSEE that the property has been so appropriated or taken. Notwithstanding the foregoing, if there shall be a partial taking of the **Leased Premises** and LESSEE shall not terminate this Lease Agreement in accordance with this 20.2, then this Lease Agreement shall continue in full force and effect as to the part of the **Leased Premises** not appropriated or taken.

20.3 **Condemnation Awards.** In the event of the termination of this Lease Agreement by reason of a total or partial taking of the **Leased Premises** by eminent domain, LESSOR and LESSEE shall each be free to make a claim against the condemning or taking authority in condemnation proceedings for the amount of any damage done to them, respectively, as a result of such condemnation or taking. Further, in the event of either a total taking or a partial taking which does not result in a termination of this Lease Agreement, LESSEE shall have the right to make a claim against the condemning or taking authority in condemnation proceedings for the amount of any unamortized costs of improvements placed upon the **Leased Premises** by the LESSEE and located thereon at the time of the taking or appropriation or taking.

21. MISCELLANEOUS.

21.1 **Independent Entities.** LESSOR and LESSEE acknowledge that nothing contained herein, nor any act of the LESSOR or LESSEE, shall be deemed or construed by the parties to create any relationship of principal and agent, limited or general partnership, or joint venture. Further, neither party shall make any representations tending to create apparent agency, employment or partnership and neither party shall have the power or authority to act for the other in any manner to create any obligations or debts binding upon the other, and neither party shall be responsible for any obligations or expenses of the other. LESSEE is and shall be considered an independent contractor with entire direction and control of its business and operations, subject only to the conditions and obligations established by this Lease Agreement.

21.2 **Assignment.** LESSEE shall not assign or transfer this Lease Agreement, or any interest herein, without the prior, express and written consent of LESSOR. Any such consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Any purported assignment made without approval of the Lessor shall be void. Subject to the foregoing, the covenants, terms and conditions of this Lease Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, legal representatives and assigns.

21.3 **Non-Waiver; Cumulative Remedies.** The failure on the part of either party to this Lease Agreement to act upon a breach of any of the covenants or agreements contained herein shall in no way constitute a waiver of the rights of such party to act upon any other or future breach by the other party. Any and all rights and remedies created for either party herein shall be deemed cumulative and the use of one remedy shall not be taken to exclude the right to use any other.

21.4 **Attorneys' Fees.** If any action at law or in equity shall be necessitated for or on account of any breach, or to enforce any of the covenants, terms or conditions of this Lease Agreement, or for the recovery of the **Leased Premises**, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

21.5 **Severability.** In the event that any one or more of the provisions contained herein or any application thereof shall be declared invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

21.6 **Entire Agreement.** This Lease Agreement sets forth all of the promises, agreements, conditions, understandings, and representations between the parties hereto and with respect to the matters set forth herein. This Lease Agreement supersedes, and is intended by the parties hereto to be an integration of, any and all prior agreements or understandings, oral or written, with respect to the matters set forth herein.

21.7 **Modifications.** No change or modification of this Lease Agreement or the obligations assumed by either party hereto in connection with this Lease Agreement shall be valid or binding unless evidenced by a writing signed by each party or an authorized representative of each party.

21.8 **Notices.** Any notice, approval, consent, request or other communication hereunder shall be in writing and shall be considered given when delivered personally or mailed by registered or certified mail, return receipt requested, to the parties hereto at the addresses set forth below (or at such other address as a party may specify by notice to the other pursuant hereto):

(a) If to LESSOR, to it at:

CITY OF NORTH ADAMS

10 Main Street
City Hall
North Adams, MA 01247
Attention: Richard J. Alcombright, Mayor

(b) If to LESSEE, to it at:

CHILD CARE OF THE BERKSHIRES, INC.

210 State Street
North Adams, MA 01247

21.9 **Gender and Number.** Masculine, feminine or neuter pronouns shall be substituted for one another, and the plural and the singular number shall be substituted for one another, in any place or places herein in which the context may require such substitution.

21.10 **Headings.** The headings contained within this Lease Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything herein contained or govern the rights or liabilities of the parties hereto.

21.11 **Further Assurances.** The parties hereto shall take all such steps, execute all such instruments and documents, and do all such acts and things as may be reasonably necessary or appropriate in order to effectuate the contemplated purposes and satisfy the terms and conditions of this Lease Agreement

21.12 **Public Record.** LESSEE acknowledges that this Lease Agreement may be interpreted as a public record under the provisions of Chapter 4, §7 and Chapter 66, §10 of the Massachusetts General Laws and Regulations promulgated thereunder and, as such, will become a matter of public information.

21.13 **Governing Law.** This Agreement shall be governed and construed in accordance with the substantive laws of the Commonwealth of Massachusetts and shall have the effect of a sealed instrument.

IN WITNESS WHEREOF, this Lease Agreement has been duly executed under seal as of the day and year first above written.

CITY OF NORTH ADAMS

Witness

By _____
Richard J. Alcombright
Its Mayor

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared RICHARD J. ALCOMBRIGHT, Mayor of the City of North Adams proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding document and acknowledged to me that he signed it as Mayor of the City of North Adams, voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____

Approved as to Manner and Form
of Execution this _____ day of _____, 2016

By _____
John B. DeRosa
City Solicitor

CHILD CARE OF THE BERKSHIRES, INC.

_____ By _____
Witness

Its _____

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, _____ of Child Care of the Berkshires, Inc., proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding document and acknowledged to me that she signed it as _____ of Child Care of the Berkshires, Inc., voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____



City of North Adams

In City Council

February 9, 2016

Ordered:

The City of North Adams enter into a lease for the lease of the building commonly known as "Haskins School", located at 210 State Street in North Adams, under terms and conditions substantially as recited in lease attached to this Order and made a part hereof, to be executed between the City of North Adams and Child Care of the Berkshires, Inc.; and that Mayor Alcombright be and is hereby authorized to execute the lease and related documents on behalf of the City.



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor
Richard J. Alcombright

February 9, 2016

#6

To: North Adams City Council
Re: Re-appointment to the Airport Commission

Dear Honorable Councilors:

It is with great confidence that I recommend the re-appointment of Jeffrey Naughton to the Airport Commission for a term to expire February 1, 2019.

Jeff has served on the Commission for many years (currently as Chair) and brings significant perspective to the Airport and its ongoing capital projects.

I respectfully request confirmation.

Sincerely,

Richard J. Alcombright
Mayor



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor
Richard J. Alcombright

February 9, 2016

#7

To: North Adams City Council
Re: Re-appointment to the Airport Commission

Dear Honorable Councilors:

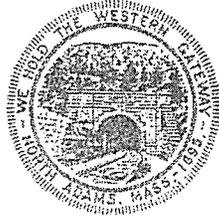
It is with great confidence that I recommend the re-appointment of Trevor Gilman to the Airport Commission for a term to expire February 1, 2019.

Trevor has served on the Commission for many years and brings significant knowledge of flight, administration and capital projects.

I respectfully request confirmation.

Sincerely,

Richard J. Alcombright
Mayor



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor
Richard J. Alcombright

February 9, 2016

#8

To: North Adams City Council
Re: Re-Appointment to the Human Services Commission

Dear Honorable Councilors:

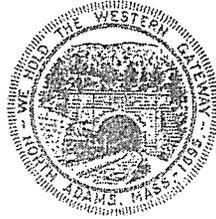
It is with great confidence that I recommend the re-appointment Suzy Helme to the Human Services Commission for a term to expire February 1, 2019.

Suzy comes to the Commission with significant service to local non-profits and is the current Chair.

I respectfully request confirmation.

Sincerely,

Richard J. Alcombright
Mayor



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor
Richard J. Alcombright

February 9, 2016

#9

To: North Adams City Council
Re: Re-Appointment to the Human Services Commission

Dear Honorable Councilors:

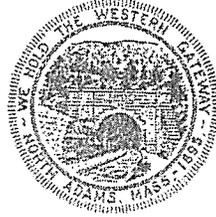
It is with great confidence that I recommend the re-appointment Jennifer Boland to the Human Services Commission for a term to expire February 1, 2019.

Jennifer comes to the Commission with significant experience in community work most specifically with our elderly population.

I respectfully request confirmation.

Sincerely,

Richard J. Alcombright
Mayor



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor
Richard J. Alcombright

February 9, 2016

#10

To: North Adams City Council
Re: Re-Appointment to the Human Services Commission

Dear Honorable Councilors:

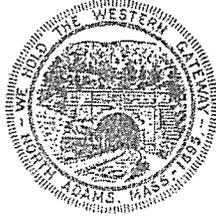
It is with great confidence that I recommend the re-appointment JoAnn Lipa-Bates for a term to expire February 1, 2019.

JoAnn comes to the Commission with a significant business background and keen knowledge and understanding of many of the agencies served.

I respectfully request confirmation.

Sincerely,

Richard J. Alcombright
Mayor



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor
Richard J. Alcombright

February 9, 2016

#11

To: North Adams City Council
Re: Re-Appointment to the Human Services Commission

Dear Honorable Councilors:

It is with great confidence that I recommend the re-appointment Jennifer Flynn Bernard to the Human Services Commission for a term to expire February 1, 2019.

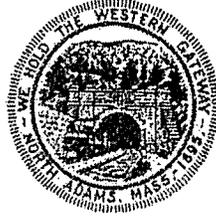
Jennifer comes to the Commission with significant experience in Mental Health and Academic services and is currently a private practice Mental Health Counselor.

I respectfully request confirmation.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard J. Alcombright", is written over a faint circular stamp.

Richard J. Alcombright
Mayor



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor
Richard J. Alcombright

February 9, 2016

#12

To: North Adams City Council
Re: Re-appointment to the Planning Board

Dear Honorable Councilors:

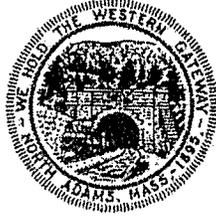
It is with great confidence that I recommend the re-appointment of Jay Walsh to the Planning Board for a term to expire February 1, 2021.

Jay has served in this capacity for one term and continues to show significant commitment and a passion for this work.

I respectfully request confirmation.

Sincerely,

Richard J. Alcombright
Mayor



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor
Richard J. Alcombright

February 9, 2016

#13

To: North Adams City Council
Re: Re-appointment to the Planning Board

Dear Honorable Councilors:

It is with great confidence that I recommend the re-appointment of Brian Miksic to the Planning Board for a term to expire February 1, 2021.

Brian has served in this capacity for one term and continues to show significant commitment and a passion for this work.

I respectfully request confirmation.

Sincerely,

Richard J. Alcombright
Mayor



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor
Richard J. Alcombright

February 9, 2016

#14

To: North Adams City Council
Re: Re-appointment to the Planning Board

Dear Honorable Councilors:

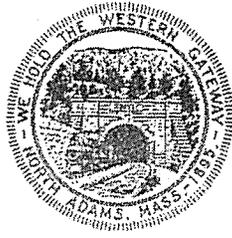
It is with great confidence that I recommend the re-appointment of Kyle Hanlon to the Planning Board for a term to expire February 1, 2021.

Kyle has served in this capacity for quite some time and continues to show significant commitment and a passion for this work.

I respectfully request confirmation.

Sincerely,

Richard J. Alcombright
Mayor



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor
Richard J. Alcombright

February 9, 2016

#24-A

To: North Adams City Council

Re: Parkland Acquisition & Renovations for Communities Program (PARC) grant resolution

Dear Honorable members:

At the meeting of the Parks and Recreation Commission recently held, it was decided that the skateboard park originally designed on the Noel Field parking lot would be moved to the Modern Liquors site now that the City has ownership and site control. PARC is very favorable of this modification and along with the City they too feel it is a better location.

To comply with PARC grant requirements, the City Council must deem this parcel of land (298 State St) to be used in perpetuity for parks and recreational purposes and for no other use. This is similar to what we had to do when we applied for this grant back in July 2015.

Mike Nuvallie will be at the Council meeting to address any questions you may have. I would ask for adoption of the resolution as presented.

Sincerely,


Richard J. Alcombright
Mayor



City of North Adams In City Council

February 9, 2016

Whereas:

Whereas: The City of North Adams, through its Parks & Recreation Commission under the auspices of Mayor Richard J. Alcombright, has applied for funding for a grant under the Massachusetts Executive Office of Energy & Environmental Affairs' (EOEEA) *FY'2016 Parkland Acquisitions & Renovations for Communities Program (PARC)* through their Division of Conservation Services; for installation of a new skateboard park venue at the Noel Field Athletic Complex as located on State Street; and

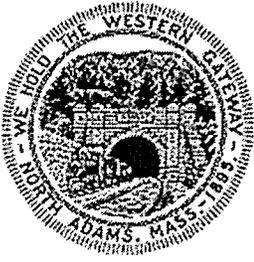
Whereas: the *PARC* funding in the amount of \$400,000 has been awarded to the City of North Adams for said project back on December 4, 2015; and since then

Whereas: a certain parcel of land has been acquired by the City of North Adams under its ownership on December 21, 2015 as recorded in the Northern Berkshire Registry of Deeds in Book # 1584, Page # 516, which is for the property situate at 298 State Street (copy of Deed attached hereto), to order to expand the footprint of the Noel Field Athletic Complex as significant community wide asset; and

Whereas: this newly acquired parcel of land that has been annexed to the Noel Field Athletic Complex will become part of the subject area to which the new skatepark project will be erected; and

Whereas: It is necessary in connection with the *PARC* program that further certain assurances be given to EOEEA due to the integration of this new parcel into the project.

NOW, THEREFORE, BE IT RESOLVED That the integration of this new subject property shall become an official part of this skatepark project, and will therefore remain fully dedicated and permanently used for park land purposes pursuant to the laws of the Commonwealth of Massachusetts, Chapter 45, Section 3, as coming under the auspices of the City's Parks & Recreation Commission.



Office of the City Council City of North Adams

10 Main Street Room 109
North Adams, Massachusetts 01247
(413) 662-3015

February 9th, 2016

Dear Fellow Councilors,

In light of conversations held at the 2016 MMA Meeting several weeks ago, I wish to raise the topic of Shared Economy service providers. These service providers are primarily focused on crowd-sourced online networks such as AirBnb (a short term room/home rental service), and Uber/Lyft (two paid ride share services).

Through the conversation at MMA, it seems prudent that we as a council should address these issues prior to major issues arising at the local level, and in light of statewide legislation that may go into effect in the coming months/years. In doing so, we could make ourselves a proactive partner in the new shared economy model, and make sure these services are safe, economy supportive, and structured the way we as a city need. Several aspects that I believe should be addressed in the course of reviewing how the city can approach these services are the following.

1. **Safety** – With both types of services, there is little in the way of review or inspection by the hosting service provider (AirBnb/Uber/Lyft), and as such, little in the way of compliance checking and management around things such as emergency exits, building codes, etc. As a city, we should look into these components and determine how we could ensure locally that any rental accommodations and/or transportation services are offered in a safe and compliant way similar to standing business operations such as hotels/motels and taxi/livery providers. This will include such aspects as licensing/permitting, inspections, compliance, and enforcement.
2. **Taxes** – As it currently stands, local hotels must pay a local hotel/motel tax in order to rent rooms to patrons. Up until now, this tax has not applied to AirBnB or other facilitated short-term rental services in the City. In a number of cities in the country and internationally, they have worked with these service providers to build in tax structures into the platform regionally as to apply the same taxes to those rentals as one would see with a hotel/motel room. As a city we should review if this is an approach we would like to take, and establish how we wish to implement any new plans of this type. Examples of areas that already have occupancy tax applied through AirBnB can be found here <https://www.airbnb.com/help/article/653/in-what-areas-is-occupancy-tax-collection-and-remittance-by-airbnb-available> as well as in the attached printout.

Because of the multifaceted issues that these challenges offer, and the various impacts that any action might have, I would like to suggest the creation of an ad hoc committee dedicated to focusing on the various components, and an ultimate plan for implementation to address these types of operations within North Adams as we move forward as a City.

Thank you for your time and consideration of this matter

Sincerely
Council President Lamb

In what areas is Occupancy Tax Collection and Remittance by Airbnb available?

Related article: How does Occupancy Tax Collection and Remittance by Airbnb work?

Currently, Airbnb is collecting and remitting taxes in the following locations:

Amsterdam, NL

Guests who book Airbnb listings that are located in the City of Amsterdam, NL will pay the following taxes as part of their reservation:

- Amsterdam Tourist Tax: 5% of the listing price including any cleaning fee. For detailed information, visit Amsterdam's government website.

Chamonix- Mont-Blanc, France

Guests who book Airbnb listings that are located in Chamonix-Mont-Blanc will pay the following taxes as part of their reservation:

- Tourist Tax: 0.75€ per person per night for the category "meublés touristiques non classés". Exemptions may apply to some guests. For detailed information, visit your local city hall's website. If a guest believes they are subject to an exemption, they may reach out to the Municipality.

District of Columbia USA

Guests who book Airbnb listings that are located in the District of Columbia will pay the following taxes as part of their reservation:

- DC Sales Tax on Hotels (transient accommodations): 14.5% of the listing price including any cleaning fee for reservations 90 nights and shorter. For detailed information, visit DC.gov.

Florida USA

Guests who book Airbnb listings that are located in the State of Florida will pay the following taxes as part of their reservation:

- Florida Transient Rental Tax: 6% of the listing price including any cleaning fee for reservations 179 nights and shorter. For detailed information, visit the Florida Dept. of Revenue

website.

- Florida Discretionary Sales Surtax: 0.5%-1.5% of the listing price including any cleaning fee for reservations 179 nights and shorter. The State imposes both a statewide 6% tax and a local 0.5-1.5% tax, which varies by county. For detailed information, visit the Florida Dept. of Revenue website.
- County Tourist Development Taxes collected by the State: 2-5% of the listing price including any cleaning fee for reservations 179 nights and shorter. The state administers 22 county taxes, including: Bradford, Citrus, Columbia, Desoto, Dixie, Flagler, Franklin, Gadsden, Gilchrist, Glades, Hamilton, Hendry, Holmes, Jackson, Jefferson, Levy, Madison, Okeechobee, Pasco, Sumter, Wakulla, and Washington.
- Pinellas County Tourist Development Tax: 5% of the listing price including any cleaning fee for reservations 179 nights and shorter. For detailed information, visit the Pinellas County Tax Collector website. Please note that the Tourist Development Tax rate will be increasing to 6% effective January 1, 2016.

Hawaii and Oahu USA

Guests who book Airbnb listings that are located in the State of Hawaii will pay the following taxes as part of their reservation:

- Hawaii General Excise Tax: 4.19% of the service fees. For detailed information, visit tax.hawaii.gov.
- Guests who book Airbnb listings that are located in Oahu, HI will pay the following taxes as part of their reservation:
 - Oahu General Excise Tax: 0.52% of the service fees.

Illinois and Chicago USA

Guests who book Airbnb listings that are located in the the State of Illinois will pay the following taxes as part of their reservation:

- Illinois Hotel Operators Occupation Tax: 5.98-6.17% of the listing price including any cleaning fee for reservations 29 nights and shorter. For detailed information, visit tax.Illinois.gov.
- Guests who book Airbnb listings that are located in Chicago, IL will pay the following taxes as part of their reservation:
 - Chicago Hotel Accommodation Tax: 4.5% of the listing price including any cleaning fee for reservations 29

nights and shorter. For detailed information, visit CityofChicago.org.

- Other Taxes administered by the State of Illinois: 5.73% of the listing price including any cleaning fee for reservations 29 nights and shorter. For detailed information, visit tax.Illinois.gov.

India

Guests who book Airbnb listings that are located in the Country of India will pay the following taxes as part of their reservation:

- India Service Tax: 14.5% of the listing price including any cleaning fee, less a 40% abatement. Airbnb is required, as an aggregator, to collect and remit service tax on behalf of Airbnb hosts. For detailed information, visit India's government website.

Jersey City, NJ USA

Starting February 1, guests who book Airbnb listings that are located in Jersey City, NJ will pay the following taxes as part of their reservation:

- Hotel and Motel Use and Occupancy Tax: 6% of the listing price including any cleaning fee for reservations 89 nights and shorter. For detailed information, visit Article V of Jersey City's Code of Ordinances at municode.com.

Malibu, CA USA

Guests who book Airbnb listings that are located in Malibu, CA will pay the following taxes as part of their reservation:

- Malibu Transient Occupancy Tax: 12% of the listing price including any cleaning fee for reservations 30 nights and shorter. For detailed information, visit MalibuCity.org.

Multnomah County and Portland, OR USA

Guests who book Airbnb listings that are located in the State of Oregon, Multnomah County and/or the City of Portland will pay the following taxes as part of their reservation:

- Oregon Transient Lodging Tax: 1% of the listing price including any cleaning fee for reservations 30 nights and shorter. 1% is the State imposed tax rate only. For detailed information, visit Oregon.gov.
- Multnomah County Transient Lodging Tax: 11.5% of the listing price including any cleaning fee for reservations 30 nights

and shorter. 11.5% is the maximum Transient Lodging Tax for listings in Multnomah County (excluding the State level tax). For example, for Portland listings that are also located in Multnomah County, the Portland Transient Lodging Tax is 6% and the Multnomah County Transient Lodging Tax is 5.5%. For detailed information, visit PortlandOregon.gov.

- Portland Transient Lodging Tax: 6% of the listing price including any cleaning fee for reservations 30 nights and shorter

North Carolina USA

Guests who book Airbnb listings that are located in the State of North Carolina will pay the following taxes as part of their reservation:

- North Carolina Sales Tax: 6.75-7.5% of the listing price including any cleaning and guest fees for reservations less than 90 nights. The State imposes both a statewide 4.75% tax and a local 2-2.75% tax, which varies by county. For detailed information, visit North Carolina's website.
- City and/or County Occupancy Tax: All locally imposed occupancy taxes will be collected on reservations in North Carolina. The tax varies by city and county. It is typically 1-8% of the listing price including any cleaning and guest fees for reservations less than 90 nights.

Oakland, CA USA

Guests who book Airbnb listings that are located in Oakland, CA will pay the following taxes as part of their reservation:

- Oakland Transient Occupancy Tax: 14% of the listing price including any cleaning fee for reservations 30 nights and shorter. For detailed information, visit Oakland's FAQ page.

Palo Alto, CA USA

Guests who book Airbnb listings that are located in Palo Alto, CA will pay the following taxes as part of their reservation:

- Palo Alto Transient Occupancy Tax: 14% of the listing price including any cleaning fee for reservations 30 nights and shorter. For detailed information, visit CityofPaloAlto.org.

Paris, France

Guests who book Airbnb listings that are located in Paris, will pay the following taxes as part of their reservation:

- Tourist Tax: 0.83 € per person per night for the category

"meublés touristiques non classés". This amount includes the city-imposed tourist tax and the administrative district tax.

- Exemptions may apply to some guests. If guests believe they are subject to an exemption, they may reach out to the Municipality. You can find more information [here](#), [here](#) and [here](#).

Philadelphia, PA USA

Guests who book Airbnb listings that are located in Philadelphia, PA will pay the following taxes as part of their reservation:

- Philadelphia Hotel Room Rental Tax: 8.5% of the listing price including any cleaning fee for reservations 30 nights and shorter. 8.5% is the tax rate imposed by the City and County of Philadelphia (the tax jurisdictions are one and the same). For detailed information, visit [Phila.gov](#).

Phoenix, AZ USA

Guests who book Airbnb listings that are located in Phoenix, AZ will pay the following taxes as part of their reservation:

- Phoenix Hotel/Motel Tax: 3% of the listing price including any cleaning fee for reservations 29 nights and shorter.
- Phoenix Transaction Privilege (Sales) Tax: 2% of the listing price including any cleaning fee for all reservations. For detailed information, visit [Phoenix.gov](#).

Rhode Island USA

Guests who book Airbnb listings that are located in Rhode Island will pay the following taxes as part of their reservation:

- Rhode Island Sales Tax: 7% of the listing price including any cleaning fee for reservations 30 nights and shorter. For detailed information, visit [RI.gov](#).
- Rhode Island Local Hotel Tax: 1% of the listing price including any cleaning fee for reservations 30 nights and shorter.
- Rhode Island Statewide Hotel Tax: 5% of the listing price including any cleaning fee for reservations 30 nights and shorter on rentals of private rooms or shared rooms only. Rentals of an entire home or apartment are excluded from this tax.

San Diego, CA USA

Guests who book Airbnb listings that are located in San Diego, CA will pay the following taxes as part of their reservation:

- San Diego Transient Occupancy Tax: 10.5% of the listing price including any cleaning fee for reservations 30 nights and shorter.
- San Diego Tourism Marketing District Assessment: 0.55% of the listing price including any cleaning fee for reservations 30 nights and shorter. For detailed information, visit SanDiego.gov.

San Francisco, CA USA

Guests who book Airbnb listings that are located in San Francisco, CA will pay the following taxes as part of their reservation:

- San Francisco Transient Occupancy Tax: 14% of the listing price including any cleaning fee for reservations 29 nights and shorter. 14% is the tax rate imposed by the City and County of San Francisco (the tax jurisdictions are one and the same). For detailed information, visit SFTreasurer.org.

San Jose, CA USA

Guests who book Airbnb listings that are located in San Jose, CA will pay the following taxes as part of their reservation:

- San Jose Transient Occupancy Tax: 10% of the listing price including any cleaning fee for reservations 30 nights and shorter. For detailed information, visit SanJoseCa.gov.

Santa Clara, CA USA

Guests who book Airbnb listings that are located in Santa Clara, CA will pay the following taxes as part of their reservation:

- Santa Clara Transient Occupancy Tax: 9.5% of the listing price including any cleaning fee for reservations 30 nights and shorter. For detailed information, visit SantaClara.gov.

Santa Monica, CA USA

Guests who book Airbnb listings that are located in Santa Monica, CA will pay the following taxes as part of their reservation:

- Santa Monica Transient Occupancy Tax: 14% of the listing price including any cleaning fee for reservations 30 nights and shorter. For detailed information, visit Santa Monica's website.

Washington USA

Guests who book Airbnb listings that are located in the State of Washington will pay the following taxes as part of their reservation:

- Washington Combined Sales Tax: 7.0-9.6% of the listing price including any cleaning fees for reservations 29 nights and shorter. Washington's combined sales tax is a combination of the state retail sales tax of 6.5% and the local retail sales tax, which varies by county and city. For detailed information, visit WA.gov.
- Special Hotel/Motel Tax, Convention and Trade Center Tax, Regional Transit Authority Tax, and Tourism Promotion Area Charges: All locally imposed taxes on transient lodging will be collected on reservations in Washington. The Special Hotel/Motel Tax is typically 1-5% of the listing price including any cleaning fees for reservations 29 nights and shorter. Other local taxes vary and are only applicable in certain cities and counties.

Hosts located in these areas are responsible for assessing all other tax obligations, including state and city jurisdictions.