

CITY OF NORTH ADAMS  
City Clerk's Office  
April 6, 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 April 12, 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  
April 12, 2016

Roll Call  
Moment of silent remembrance  
The Pledge  
Hearing of Visitors  
Approval of the minutes of *March 23, 2016*

**11,508**      *Communication submitted by Council President Lamb regarding shared economy service providers, which was postponed at the meeting of February 9<sup>th</sup>.*

**11,388-1**      *Communication submitted by Councilor Buddington regarding the Employee Hand Book, which was referred to General Government and postponed at the meeting of March 8<sup>th</sup>.*

**11,495-a**      *Report submitted by Councilor Buddington, chairman of the Community Development Committee regarding tax incentives for home improvements.*

**11,495**      *Communication submitted by Councilor Bona regarding tax incentives for home improvements, which was postponed at the meeting of March 22<sup>nd</sup>.*

**SUBSTITUTE PAPER**

**11,486-a**      *Mayor's communication #2-A regarding a Special Tax Assessment Agreement with Greylock Works, LLC, which was in City Council January 12<sup>th</sup>.*

**SUBSTITUTE PAPER**

**11,486-a**      *a Resolution designating the property identified as Map 133, Lot #2 and #3 as Greylock Works LLC as an Economic Opportunity Area, which was in City Council January 12<sup>th</sup>.*

**SUBSTITUTE PAPER**

**11,486-1a**      *An Order authorizing the Mayor to execute a Special Tax Assessment Agreement with Greylock Works, LLC, which was in City Council January 12<sup>th</sup>.*

- 11,519** *Mayor's communication #24 regarding a special tax agreement with Crane & Company.*
- 11,519** *An Order authorizing the Mayor to execute a Assignment and Assumption Agreement with Crane & Co., Inc. and Crane Stationary, LLC.*
- 11,478-1** *Mayor's communication #25 regarding the sale of land to Blackinton Backwoods, LLC.*
- 11,478-1** *An Order authorizing the Mayor to convey City Property to Blackinton Backwoods, LLC.*
- 11,520** *A Communication submitted by Councilor Moran regarding a Resolution supporting the sale of tobacco in the City.*
- 11,520** *A Resolution supporting the North Adams Board of Health regarding the sale of tobacco in the City.*

**CORRESPONDENCE  
LICENSES**

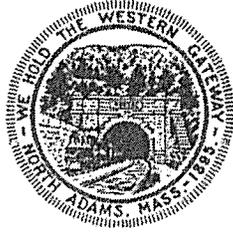
An application submitted by Kevin Delisle, 143 West Main Street to drive taxi for City Cab.

An application submitted by Denice L. Little, 25 Fiege Avenue to drive taxi for City Cab.

An application submitted by Robert Cook, 427 West Shaft Road to drive for City Cab.

An application submitted by Dave Bushey, 46 Mill Street, Williamstown to drive taxi for City Cab.

**COUNCILOR & MAYOR'S CONCERNS**



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor  
Richard J. Alcombright

April 12, 2016

#24

To: North Adams City Council

Re: Assignment and Assumption Agreement for STA with Crane & Co., Inc. dated March 12, 2013

Dear Honorable Members:

The City entered into a Special Tax Agreement (STA) with Crane & Co., Inc. on March 12, 2013. The STA provided property tax relief to Crane for 5 years with a specified exemption each year of the agreement.

Several months ago, Crane & Co., Inc. was purchased by several members of its management team and in part by its employees, under the name of Crane Stationary, LLC. Since, I have met with the new management team, toured the plant and have every reason to believe that this new model will be successful and preserve the hundreds of jobs there.

The STA given has 3 years of benefit left however needs to be "assigned" by agreement if it is to continue. With your packet, please find "Assignment and Assumption Agreement" that will provide for the assignment of the STA between the two Crane entities. Please know that this agreement has been approved by the City Solicitor, Crane Stationary Counsel and the MA Office of Business Development, the authorizing agency.

As the company in part is now owned by its employees, I think it even more beneficial to the future success of the company to keep this agreement in full force and effect. I trust Council will see the more direct benefit to the employees with this assignment and approve the order as requested.

Sincerely,

Richard J. Alcombright  
Mayor



# City of North Adams

In City Council

April 12, 2016.....

Ordered:

Ordered that the City of North Adams by and through its Mayor Richard J. Alcombright, be and is hereby authorized to execute the City's assent to the Assignment and Assumption Agreement dated March 29, 2016 between Crane & Co., Inc. and Crane Stationary, LLC regarding the transfer of its rights under the tax agreement executed between Crane & Co., Inc. and the City of North Adams dated March 12, 2013.

A copy of the Assignment and Assumption Agreement is attached hereto and made a part of this order.

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment Agreement"), dated as of March 29, 2016, is by and between Crane & Co., Inc., a Massachusetts corporation ("Crane & Co."), and Crane Stationery, LLC, a Massachusetts limited liability company ("Crane Stationery"). Crane & Co. and Crane Stationery are each referred to herein as a "Party" and, together, as the "Parties."

### Background

Crane & Co. is party to that certain Special Tax Assessment Agreement with the City of North Adams, a municipal corporation acting by and through its Mayor upon authorization of the City Council, made the 12<sup>th</sup> day of March, 2013 (the "Tax Agreement"). The Tax Agreement related to the Premises (as defined in the Tax Agreement) used in the fine stationery business of Crane & Co. The fine stationery business is contained in Crane Stationery, which was a wholly owned subsidiary of Crane & Co. through December 31, 2105. On December 31, 2015, Crane & Co. transferred its ownership of Crane Stationery, including the Premises, to a new entity, which is majority owned by the management of Crane Stationery. Accordingly, Crane & Co. seeks to transfer and assign the Tax Agreement to Crane Stationery.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Crane & Co. hereby unconditionally and irrevocably assigns and transfers the Tax Agreement and all rights and obligations thereunder to Crane Stationery, and Crane Stationery hereby acquires from Crane & Co. all rights and interests of Crane & Co. in and to the Tax Agreement. Crane Stationery hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of Crane & Co. under the Tax Agreement. Crane & Co. shall have no further rights or obligations, duties, liabilities or commitments under the Tax Agreement.

2. Governing Law. This Assignment Agreement shall governed by and construed in accordance with the internal laws of The Commonwealth of Massachusetts, without regard to its conflict of interest principals.

3. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed to be an original and which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement as of the date first above written.

CRANE & CO., INC.

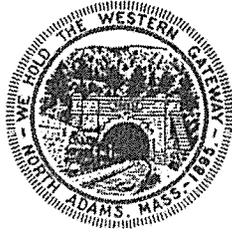
CRANE STATIONERY, LLC

By: James W. Hackett, Jr.  
Name: James W. Hackett, Jr.  
Title: VP and General Counsel

By: Katie Lacey  
Name: Katie Lacey  
Title: President and CEO

THE CITY OF NORTH ADAMS HEREBY ASSENTS TO THIS AGREEMENT

By: Richard J. Alcornbright  
Name: Richard J. Alcornbright  
Title: Mayor



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor  
Richard J. Alcombright

April 12, 2016

#25

To: North Adams City Council  
Re: Sale of Land to Blackinton Backwoods, LLC (BBL)

Dear Honorable Councilors:

You are all aware of the wonderful project taking root at the Redwood Motel and Blackinton Mill.

As a result of these projects, Ben Svenson of Broder Properties has expanded the scope of their investment to include the purchase of property from the City. The parcels in the attached agreement are what we know to be the former Blackinton playground and the former sewer treatment plant site and several other small parcels.

With your papers please find an agreement drafted by the City Solicitor, between the City and BBL. This document once approved by Council, will allow me to finalize a sale of the parcels shown on the maps to BBL. The properties were listed in an RFP issued a couple of months ago and BBL was the only bidder at \$55,000. These parcels will extend the footprint of the project further east and provide continued and additional recreational opportunities for the project and our residents. Eric Kerns will be at the meeting to further explain the development and its overall benefits. The agreement before you has been signed by BBL and myself, however needs final approval of the Council via order for complete execution. Solicitor DeRosa will also be at the meeting to answer any questions regarding the document.

The scope of the development within this entire project and within the West End is immense and I would respectfully request that Council approve the order as presented.

Sincerely,

  
Richard J. Alcombright  
Mayor

Agreement made this 30<sup>TH</sup> day of March, 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 City Hall, 10 Main Street, North Adams, Massachusetts 01247, acting by and through its Mayor, as authorized by its City Council ("SELLER") and BLACKINTON BACKWOODS, LLC, a Massachusetts Limited Liability Company with a principal place of business at 38 Newbury Street, Boston, Massachusetts 02116 ("PURCHASER").

### Preliminary Statement

Whereas, PURCHASER has proposed a redevelopment project (the "Redevelopment Project") located on several parcels of land, it or its related entities own and control, that includes the Redwood Motel and related lands on the north side of Route 2 extending north to the Hoosac River, and across the river, the Blackinton Mill and related lands on the south side of Massachusetts Avenue, and also includes a parcel of land owned by the Commonwealth of Massachusetts, under the control of its Division of Fisheries and Wildlife, and other parcels of land owned by the City of North Adams (the "Project Site"); the Project Site being shown on the sketch attached as Exhibit A and made a part of this Agreement, with the parcels owned or under the control of PURCHASER being marked "A", the parcel owned by the Commonwealth of Massachusetts being marked "B" and the parcels owned by the City of North Adams being marked "C" (the City Property) and "C1"; and

Whereas, SELLER has determined that the Redevelopment Project is economically beneficial to the residents of North Adams, that the City Property is excess property to the City, and that selling the City Property to PURCHASER is in the best interests of the City; and

Whereas, in furtherance of this determination and in compliance with the requirements of G.L. c. 30 B, SELLER issued a Request for Proposals advertising the City Property for sale; and thereafter by Award Letter dated January 6, 2016, awarded the sale of the City Property to PURCHASER, under the terms and conditions recited herein; and

Whereas, SELLER desires to sell the City Property to PURCHASER, and PURCHASER desires to purchase the City Property from SELLER, under certain terms and conditions.

Now, therefore, in consideration of the forgoing, and the mutual promises and covenants herein contained, the Parties hereto hereby agree as follows:

1. **Purchase.** SELLER agrees to sell and PURCHASER agrees to purchase the City Property.
2. **Purchase Price.** PURCHASER shall pay SELLER a total purchase price of Fifty-Five Thousand (55,000.00) Dollars (the "Purchase Price"). SELLER acknowledges receipt of Five Thousand (5,000.00) Dollars as a nonrefundable deposit. The balance of the

Purchase Price in the amount of Fifty Thousand (50,000.00) Dollars shall be due and payable on the Closing Date as defined in paragraph 3 below.

3. **Transfer of Title; Closing.** The City Property shall be conveyed by Quitclaim Deed running to the PURCHASER, or to a nominee designated by PURCHASER by written notice to SELLER. The deed shall convey a good and clear record, marketable and insurable title, free and clear from encumbrances, except (a) such taxes for the then current year which are not due and payable on the date of delivery of the deed, (b) easements and restrictions of record, and (c) subject to the conditions and provisions in paragraph 4 below.

The deed shall be delivered (the "Closing") no later than 10:00 a.m. on the tenth day following the approval of the sale by the North Adams City Council but no later than April 27<sup>th</sup> 2016, at the law offices of Donovan & O'Connor, LLP, located at 1330 MASS MoCA Way, North Adams, Massachusetts (the "Closing Date").

Full possession of the City Property shall be delivered to PURCHASER on the Closing Date.

SELLER shall deliver, if required by PURCHASER'S title insurer, at the Closing a Mechanic's Lien Affidavit and Parties-in-Possession Affidavit in form requested by PURCHASER'S title insurer so as to permit the deletion of the standard exceptions for mechanics and materialmen's liens and parties in possession from the title insurance policy covering PURCHASER'S and PURCHASER'S lender's interest in the City Property.

4. **Special Conditions and Provisions.** This conveyance shall be subject to the following conditions and provisions:

(i) SELLER shall reserve an easement over the City Property for the purpose of access by the City of North Adams, its employees and agents, for the purpose of servicing and repairing the sewerage pumping station located on the City Property; the location of the easement being shown on the sketch attached as Exhibit A. PURCHASER agrees that the easement area shall remain either blacktopped paved or otherwise finished with a road surface material satisfactory to the SELLER, and SELLER shall be obligated to maintain and repair the easement area and the pumping station. PURCHASER shall have full ownership of the thoroughfare known as Amidon Road located north and south of the railroad crossing. SELLER shall retain maintenance responsibility for the section of Amidon Road between the pumping station and Massachusetts Avenue.

(ii) The parties acknowledge that SELLER owns and maintains the so-called Appalachian Trail Bridge that traverses above the City Property (the "Bridge"). SELLER shall reserve an easement over the City Property for the purpose of keeping and maintaining the Bridge, with a full right of access to enter upon the City Property when necessary to service and repair the Bridge.

(iii) SELLER shall remove from the City Property the materials currently stored on the City Property, including without limitation road salt, sand, asphalt patch, and all the loose brush and debris previously deposited on the City Property by SELLER.

(iv) PURCHASER and SELLER will consult and work together to develop a plan for the location of bike paths and walking trails on the Project Site; and to the extent possible, in the instance of bike paths to do so in the context of the North Adams – Williamstown, federal and state bike path project; and in the instance of walking trails to take into account the intersection of the Appalachian Trail with Route 2 and its relationship to the Hoosac River.

(v) SELLER agrees that PURCHASER shall have the right, subject to wetland regulations and restrictions, if any, to do strategic plantings and landscaping on Parcel C1 to provide a sight and sound buffer between Route 2 and the Project Site, subject to SELLER'S approval, which approval shall not be unreasonably withheld.

(vi) PURCHASER represents that it intends to restore the City Property to a natural condition with an abundance of open space that allows for a nature park and preserve, replete with sylvan trails, stunning vistas and invitations to meaningfully connect with the environment. PURCHASER agrees that, subject to reasonable rules and regulations, portions of the Project Site shall have public access and be open to the public for its use and enjoyment, specifically including - but not necessarily limited to - that parcel on which PURCHASER will rehabilitate the former Blackinton playground and ball field into modern facilities (the "Playground and Ballfield Parcel") In regard to the Playground and Ballfield Parcel, PURCHASER agrees it will not construct structures thereon, except as agreed to by the City of North Adams. To the extent that public facilities are created on the site, SELLER agrees to work with PURCHASER to create recreational use easements reasonably acceptable to both parties. Nothing contained in this paragraph, however, shall preclude PURCHASER from constructing structures on the balance of the City Property that are permitted under the City of North Adams Zoning Ordinance, subject to site plan review by the North Adams Planning Board, and provided such structures are consistent with access constraints and the overall Redevelopment Project goals, as described in this paragraph and in PURCHASER'S response to SELLER'S Request for Proposals.

The conditions and provisions contained in this this paragraph shall survive the date title to the City Property is transferred by SELLER, and may be enforced by either party in law and equity.

**5. Environmental Provision** SELLER makes no representation, express or implied, as to the presence or absence of any oil or hazardous materials or substances at the City Property, or whether or not such substances have been properly stored or released on the City Property.

SELLER agrees to provide PURCHASER with copies of all environmental surveys,

studies, investigations and assessments conducted by or on its behalf with respect to the City Property. Such copies shall be provided to PURCHASER promptly. However, SELLER makes no representation or warranty as to the accuracy of such reports.

In the event that PURCHASER decides to apply for grant funds to pay for an assessment regarding the presence or absence of any oil or hazardous materials or substances on the City Property, and thereafter if remediation is required, to cover the costs of remediation, SELLER at the request of PURCHASER, shall assist and cooperate in any such grant application, including using its municipal status as applicant of the application for grant funds. PURCHASER shall be obligated to pay the cost of application fees, if any, matching funds that may be required from the City, if any, and the cost of remediation, if required by the assessment in addition to, or which is not otherwise covered by the grant funds.

Subject to the provisions of the preceding paragraph regarding the application of grant funds, if environmental issues are identified at any time after the Closing and remediation is required, the following provisions will apply with respect to the parties' obligations:

- (i) Seller shall be obligated for the remediation costs to the extent that the environmental conditions result from SELLER's historic use of the City Property and the requirement for remediation is triggered by an affirmative and independent action of a governmental agency, a neighboring property owner, or any party other than PURCHASER.
- (ii) PURCHASER shall be obligated for remediation costs with respect to environmental conditions resulting from SELLER's historic use of the City Property if (a) PURCHASER commissions an environmental assessment of the City Property in furtherance of its development plan and as a result thereof remediation is required or (b) PURCHASER undertakes activities on the City Property that exacerbate an existing environmental condition.
- (iii) PURCHASER shall be obligated for remediation costs for environmental conditions that do not result from SELLER'S historic use of the City Property.

6. **Adjustments.** Taxes for the then current year shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price.

7. **Brokerage.** SELLER and PURCHASER each represent to the other that it has not engaged any broker, entered into a listing agreement or other contract, or otherwise retained a broker or finder, in connection with the City Property. Each party agrees to indemnify, defend and hold the other harmless from and against any loss, liability, damage or expense, including reasonable attorney's fees arising from a breach of the foregoing representation. The representations and obligations under this Paragraph shall survive the date title to the City

Property is transferred by **SELLER** or, if no such transfer occurs, the termination of this Agreement.

8. **Miscellaneous.**

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

8.2 **Severability.** If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in effect, and if any provision is deemed inapplicable to any person or circumstances, it shall nevertheless be construed to apply to all other persons and circumstances.

8.3 **Integration.** This Agreement contains a complete statement of all representations, warranties, covenants and agreements by and between the parties with respect to the premises and cannot be changed or terminated orally.

8.4 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, legal representatives and assigns.

8.5 **Notice.** Any notice, approval, consent, request or other communication under this Agreement 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 at the addresses indicated below (or at such other address as a party may specify by notice to the other pursuant hereto).

(a) If to **SELLER**, to it at:

Mayor Richard Alcombright  
City of North Adams  
City Hall  
10 Main Street  
North Adams, MA

(b) If to **PURCHASER**, to it at:

Benjamin Svenson  
Blackinton Backwoods, LLC  
38 Newbury Street 3<sup>rd</sup> Floor  
Boston, MA 02116

In each case, with a copy to:

John B. DeRosa, Esq.  
Donovan & O'Connor, LLP  
1330 MASS MoCA WAY  
North Adams, MA 01247

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

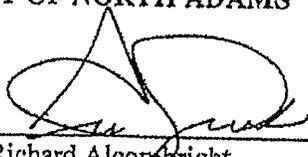
8.6 This Agreement and the transfer of the City Property by SELLER to PURCHASER shall be subject to the approval of the North Adams City Council.

8.7 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts and shall have the effect of a sealed instrument. Further, any matter or practice arising under or relating to this Agreement which is the subject of a Practice Standard of the Massachusetts Conveyancers' Association shall be governed by such Standard to the extent it applies.

Executed under seal the day and year first above written.

SELLER

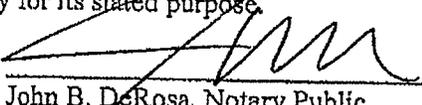
CITY OF NORTH ADAMS

By   
Richard Alcombright  
Its Mayor

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

On this 30<sup>th</sup> day of March, 2016, before me, the undersigned notary public, personally appeared Richard Alcombright for the City of North Adams, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

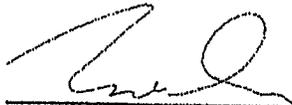
 (seal)  
John B. DeRosa, Notary Public  
My commission expires August 8, 2019



**JOHN B. DEROSA**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 8, 2019

PURCHASER

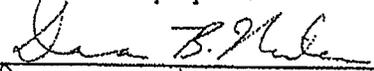
BLACKINTON BACKWOODS, LLC

By   
BEN SUFWASON  
Its MANAGER

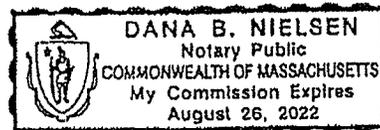
COMMONWEALTH OF MASSACHUSETTS

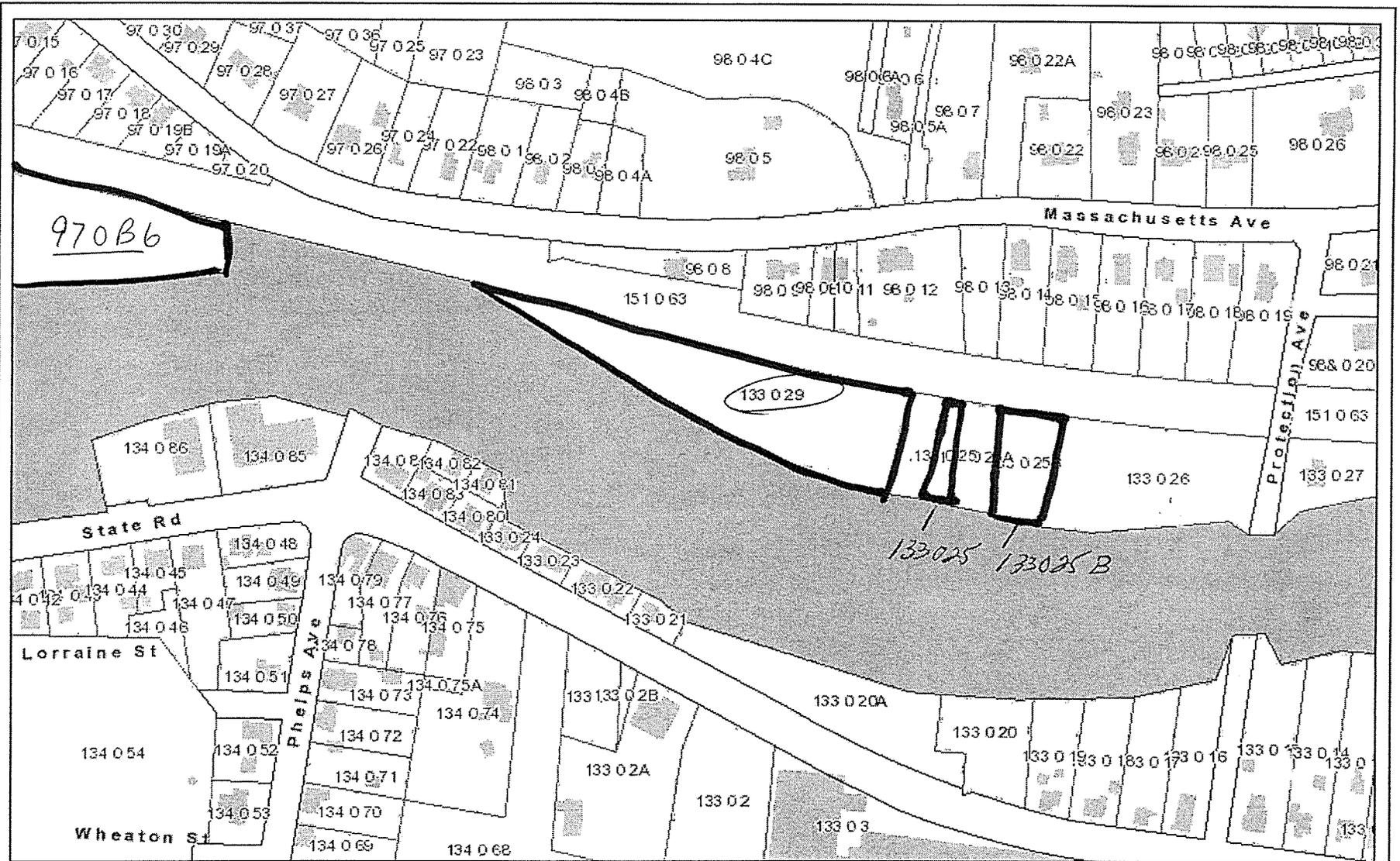
Berkshire, ss.

On this 30<sup>th</sup> day of March, 2016, before me, the undersigned notary public, personally appeared Benjamin Sufwason for Blackinton Backwoods, LLC, proved to me through satisfactory evidence of identification, which was personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

 (seal)  
Dana B. Nielsen, Notary Public  
My commission expires 8/26/22

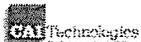
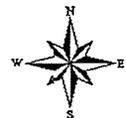
JBD: djb





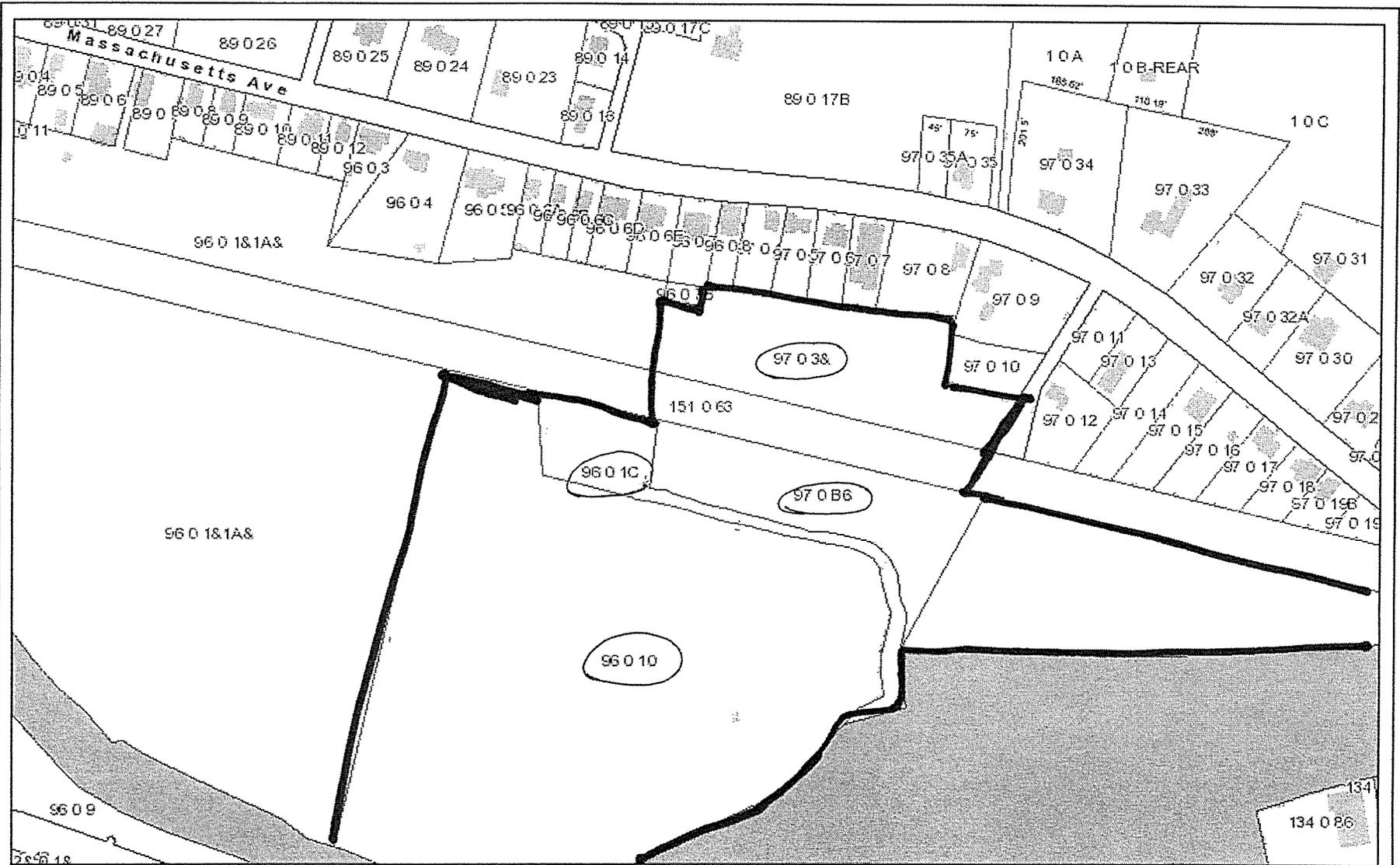
North Adams, MA

1 Inch = 228 Feet  
 April 04, 2016



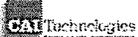
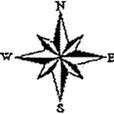
www.cai-tech.com

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North Adams, MA

1 Inch = 228 Feet  
 April 04, 2016



[www.cai-tech.com](http://www.cai-tech.com)

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# City of North Adams

In City Council

April 12, 2016

**Ordered:**

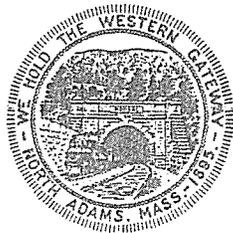
**Whereas**, Blackinton Backwoods, LLC has proposed a redevelopment project (the "Redevelopment Project") in the City of North Adams to be located on several parcels of land, it or its related entities own and control, that includes the Redwood Motel and related lands on the north side of Route 2 extending north to the Hoosac River, and across the river, the Blackinton Mill and related lands on the south side of Massachusetts Avenue; and other parcels of land owned by the City of North Adams (the "Project Site"); the parcels owned by the City of North Adams being the following lots described on the North Adams Assessor's Maps: Map 96 Lot 10, Map 96 Lot 1C, Map 97 Lot B6, Map 97 Lot 3&, Map 133 Lot 29, Map 133 Lot 25, and Map 133 Lot 25B, all as further shown on the attached Sketch marked Exhibit A and made a part of this Order (the "City Property"); and

**Whereas**, the City of North Adams has determined that the Redevelopment Project is economically beneficial to the residents of North Adams, that the City Property is excess property to the City, and that selling the City Property to Blackinton Backwoods, LLC is in the best interests of the City; and

**Whereas**, in compliance with the requirements of G.L. c. 30 B, the City of North Adams issued a Request for Proposals advertising the City Property for sale; and thereafter awarded the City Property to Blackinton Backwoods, LLC; and in furtherance of this determination, the Mayor, subject to the approval of this Honorable Body, executed a Purchase Agreement that contains the terms and conditions of the sale, a copy of the Purchase Agreement being attached hereto as Exhibit B and made a part of this Order.

**Now, therefore, it is Ordered:**

That the North Adams City Council approve the terms and conditions of the Purchase Agreement; and that the Mayor be and is hereby authorized to convey the City Property to Blackinton Backwoods, LLC, in accordance with the terms and conditions therein; and to take all necessary action to accomplish the foregoing.



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor  
Richard J. Alcombright

April 12, 2016

#2-A

To: North Adams City Council  
Re: Greylock Works, LLC – Tax Increment Financing Agreement (TIF)  
Resolution for an Economic Opportunity Area (EOA)

Dear Honorable Members:

As you recall I presented papers for Greylock Works, LLC at the Council meeting of January 12, 2016. At this time, I request we substitute the papers of January 12, 2016 with the following papers.

Enclosed please find the following:

- Resolution and order to adopt
- Assessors map of the Economic Opportunity Area (EOA)
- Tax Incremental Financing (TIF) Agreement with Greylock Works, LLC

At the meeting, I will be joined by City Solicitor, John DeRosa and Assessor, Ross Vivori. We will further explain the TIF and the tax incentive formula and reporting requirements. Additionally, representatives from Greylock Works will be at the meeting to present their exciting plan and to answer any questions that you may have. The appropriate papers to adopt the TIF and create the EOA will need Council approval at this meeting.

The TIF has been drafted in compliance with all state regulations and provides for tax benefit to Greylock for the significant investment and eventual job creation while fully protecting the City should certain milestones within the agreement not be met. Additionally, Greylock will be required under the agreement to provide reporting that demonstrates their compliance with the terms of the TIF.

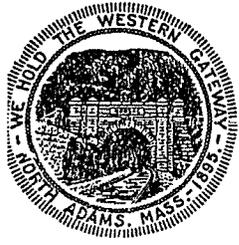
All documents were drafted internally and reviewed by the City Solicitor and the MA Office of Business Development for completeness and accuracy. Upon approval, they will be sent to the Economic Assistance Coordinating Council (EACC) for final approval by their Board in early June.

On behalf of the entire City of North Adams, I want to thank Sal and Karla for their investment and their vision. Further, I want to officially welcome them to the City of North Adams and I trust that Council will see the short and long term benefits that this project will provide for North Adams and our greater region.

I respectfully request adoption of the papers as presented.

Sincerely,

  
Richard J. Alcombright  
Mayor



# City of North Adams In City Council

April 12, 2016

Whereas:

WHEREAS: The City Council of the City of North Adams strongly supports increased economic development to provide additional jobs for City residents, and expanded commercial and industrial activity within the City to promote and develop a healthy economy and a stronger tax base;

WHEREAS: The City of North Adams is part of the "Northern Berkshire Economic Target Area" (ETA) designated on September 12, 1994 by the Economic Assistance Coordinating Council (ETA, with said term used pursuant to Massachusetts General Law, Chapter 23A, Section 3D);

WHEREAS: The City Council of the City of North Adams desires a beneficial economic rejuvenation through the adaptive reuse of a former mill property that will eliminate slum and blighting conditions, and allow for an increased potential in future job creation along with other economic development benefits at a specific location on the southerly side of State Road and situate at 506 State Road;

WHEREAS: The City Council of the City of North Adams desires that this area, described as the specific area shown on Assessor's Map # 133, Lot #'s 2 and 3, to be formally designated as the "Greylock Works Economic Opportunity Area" (EOA);

WHEREAS: The City Council of the City of North Adams finds that the proposed aforementioned EOA meets the definition of *Blighted Open*, *Decadent* and/or *Substandard Area* as set forth in the MGL c. 121A, Section 1;

WHEREAS: The City Council of the City of North Adams finds that the proposed EOA meets the local criteria set forth in the approved Northern Berkshire Economic Target Area application and has the potential of creating new jobs along with the creation of other economic development benefits for North Adams and the greater ETA within the Northern Berkshires;

WHEREAS: The City Council of the City of North Adams supports and endorses the economic development goals for the aforesaid EOA;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of North Adams that the following activities as necessary pursuant to an application for an Economic Opportunity Area designation within the City of North Adams be authorized:

- 1) The City Council hereby authorizes the submission of the “Greylock Works Economic Opportunity Area” application to the Massachusetts Economic Assistance Coordinating Council.
- 2) The “Greylock Works Economic Opportunity Area” is hereby defined as Assessor’s Map # 133, Lot #'s 2 & 3 (being the same parcel as located on the southerly side of State Road situate at 506 State Road). A map of the property is hereby attached and is entitled *Exhibit 1* (subject parcels outlined and shaded yellow therein) which is hereby made an integral part of this resolution.
- 3) The City Council hereby authorizes the use of tax increment financing pursuant to the Economic Development Incentive Program requirements for the redevelopment of the Greylock Mill located within the Greylock Works Economic Opportunity Area.



# City of North Adams

In City Council

April 12, 2016

Ordered:

That the City of North Adams be and is hereby authorized to enter into the Tax Increment Financing Agreement between the City and Greylock Works, LLC, which agreement is attached hereto and made a part hereof; and that Mayor Richard J. Alcombright is hereby authorized to execute the agreement on behalf of the City.

## **Tax Incremental Financing Agreement**

Agreement made this \_\_\_ day of April, 2016 between the City of North Adams, a municipal corporation with its principal place of business at 10 Main Street, North Adams, MA acting by and through its Mayor upon authorization of the City Council (the “City”), and Greylock Works, LLC, a Massachusetts corporation, with its principal place of business at 508 State Road, North Adams, Berkshire County, MA, (“Greylock”), pursuant to Mass. Gen. Laws Ch. 23A.

### **Recitals**

1. Greylock intends to invest \$8.524 million in capital and infrastructure upgrades and renovation to the mill, formerly known as the Cariddi Mill, located at 506 State Road, North Adams, Massachusetts, being City Assessor Map 133, Lots 2 & 3 (the “Premises”) in a multi-year development project aimed at attracting a wide variety of uses (the “Project”).
2. The Premises are located in the City of North Adams which is an Economic Target Area (the “ETA”) designated by the Economic Assistance Coordinating Council (the “EACC”) pursuant to M.G.L.C. 23A Section 3D.
3. The Premises are wholly located within, and comprise, an Economic Opportunity Area (the “EOA”) as that term is used in M.G.L. Ch. 23A, Section 3E, which was designated by the EACC pursuant to 402 C.M.R. § 2.08, upon application of the City of North Adams; and conform to the definition of a “blighted open area”, “decadent area”, or “substandard area” and satisfy all the criteria required by the EACC.
4. The Project is expected to provide economic benefits to the City through significant investment in the building located on the Premises, which will bring new businesses to the City, and have a positive economic effect along the Route 2 commercial corridor in the City.
5. The City strongly supports this increase in economic development that will provide additional jobs for residents of the City (the designated ETA Area) and surrounding area, and further provide increased commercial and industrial activity within the City leading to the further development of a healthy and diverse economy while growing the City’s tax base.
6. Greylock is seeking a Tax Incremental Financing Agreement (“TIF”) for the Project from the City, pursuant to M.G.L. C. 23A, Section 3E and the regulations issued pursuant to the applicable statutes.

7. The City desires to enter into a TIF with Greylock in return for Greylock's investment in the Project, with the expectation that the City's economy, tax base, job base and overall business growth will increase and improve.

8. The current assessed valuation for the Premises for fiscal year ending June 30, 2016 is \$759,200.00 resulting in approximately \$28,796.45 in real property taxes for the City ( the "Base Valuation").

### **Agreement**

**Now Therefore,** in consideration of the mutual promises and covenants herein contained, the City and Greylock agree as follows:

1. The City, as authorized by City Council Resolution and Order dated April 12, 2016, a copy being attached hereto and made a part hereof, hereby enters into this TIF Agreement, agrees to submit an application to the EACC, together with all other documents as may be necessary, for the EACC's consideration and approval of the Premises as an EOA for a term of ten (10) years (copy of the approved EOA attached hereto), and agrees further to obtain approval from the EACC for the Project and this TIF Agreement. In connection therewith, Greylock will assist and cooperate with the City in supplying all information, data, forms, proposals, and certifications, executed by authorized individuals, as required by 402 C.M.R. § 2.00, and as necessary to support the City's application.

2. Greylock hereby represents and warrants that it will develop the Premises and carry out the Project as described in this TIF Agreement.

3. In consideration of Greylock's obligation to develop the Premises under the preceding paragraph, the City agrees to grant Greylock, and subsequent owners of the Premises, including related entities to which Greylock may convey the Premises, tax increment exemptions from real property taxes, as prescribed in M.G.L. Ch. 23A and applicable regulations. The amount of the exemption calculated for each fiscal year shall be equal to the following exemption percentages for such fiscal year multiplied by the amount by which the Premises' then current valuation exceeds the product of the Base Valuation multiplied by the adjustment factor for inflation (defined in 760 CMR 22.04(b)(3):

- FY'2017 - 100% exemption
- FY'2018 - 100% exemption
- FY'2019 - 90% exemption
- FY'2020 - 90% exemption
- FY'2021 - 80% exemption
- FY'2022 - 70% exemption

- FY'2023 - 60% exemption
- FY'2024 - 50% exemption
- FY'2025 - 20% exemption
- FY'2026 - 20% exemption

In calculating the amount of the exemption, the value of that portion of the Premises used for residential purposes shall be excluded from the valuation formula, and taxed at its full assessed value.

3. The City agrees to grant Greylock the TIF in consideration of Greylock's commitment to:

- (a) Provide significant private investment and capital improvements to the Project during its six phases over the associated ten-year period, and done so pursuant to its proposed Project Schedule and its proposed Investment Schedule that are attached hereto this TIF.
- (b) Be responsible for payment of real estate taxes as described in Item 3 above. Greylock shall also be responsible for remaining current for all city, state and federal tax and fee assessments and be in good standing with all City ordinance.
- (c) Use its best efforts to encourage tenants to hire City residents and work closely with the Regional Employment Board (REB), Massachusetts College of Liberal Arts, Berkshire Community College, McCann Technical School and Drury High School to interview appropriate candidates and to secure training opportunities for local residents served by the ETA; and
- (d) Invest \$8.524 M in capital and building upgrades within the Project by June 30, 2026.

4. Greylock will submit semi-annual reports on the progress of the project that shall incorporate an updated Project Schedule and Investment Schedule along with other needed applicable information with respect to the Project to the City's Office of Community Development and Assessor's Office by January 20 and July 20 of each year for which tax exemptions are granted and enjoyed. The first of these reports are due by January 20, 2017 and each year subsequent for the duration of this TIF. Said semi-annual reports must include:

- a. The amount of capital investment via private or public dollars into the Project for the respective semi-annual time period, and on a cumulative basis; and

b. The value of capital improvements invested by Greylock in the Project Premises annually and on a cumulative basis.

5. If Greylock fails to meet the level of investment and upgrade commitments as outlined under paragraph 3 of this Agreement, or if Greylock ceases to conduct business operations at the Project Premises during the term of this agreement, the City acting through its City Council, upon recommendation of the Mayor, shall request the EACC to decertify the project, and upon decertification this agreement shall be immediately null and void.

6. This TIF represents the entire and integrated agreement between the City and Greylock Works LLC, and supersedes all prior negotiations, representations or agreements, either written or oral. This TIF may be altered or amended only upon written instrument signed by the City and Greylock Works, LLC.

7. Notices to be delivered under this Agreement must be delivered as set forth below:

To the City:  
Office of the Mayor  
City of North Adams  
10 Main Street  
North Adams, MA 01247

With a copy to:  
North Adams City Council  
10 Main Street  
North Adams, MA 01247

With a copy to:  
Chairman  
North Adams Board of Assessors  
10 Main Street  
North Adams, MA 01247

With a copy to:  
City Solicitor for City of North Adams  
John DeRosa  
10 Main Street  
North Adams, MA 01247

To Greylock Works, LLC  
Salvatore Perry, Manager  
20 Renwick Street  
New York, NY. 10013

8. Unless otherwise expressly provided herein, all notices and other communications given pursuant to this TIF must be in writing and be sent to the persons identified above by:

- a) first class, United States Mail, postage prepaid, certified, with return receipt requested, or
- b) hand delivery to the intended address, or
- c) Nationally recognized overnight delivery service that provides written proof of delivery.

All such notices and other communications will be effective on the actual date of delivery, receipt, or rejection of delivery, if known, otherwise

- i) in three (3) business days after deposit in United States Mail in case of (a) above,
- ii) actual delivery in case of (b), above, and
- iii) the next Business Day in case of (c) above.

9. The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction, and performance of this Agreement.

10. The sole and exclusive forum for determination of any question of law or fact or any dispute between the parties to this TIF shall be the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in Berkshire County, or the United States District Court for the Western District, sitting in Springfield. It is the express intention of the parties that all legal actions and proceedings related to this TIF or to any rights or relationship of the parties shall be solely and exclusively brought and heard in these courts.

IN WITNESS WHEREOF, the parties hereto have executed this TIF on the day and year first written above.

City of North Adams

Greylock Works, LLC.

By: \_\_\_\_\_  
Richard Alcombright, Its Mayor

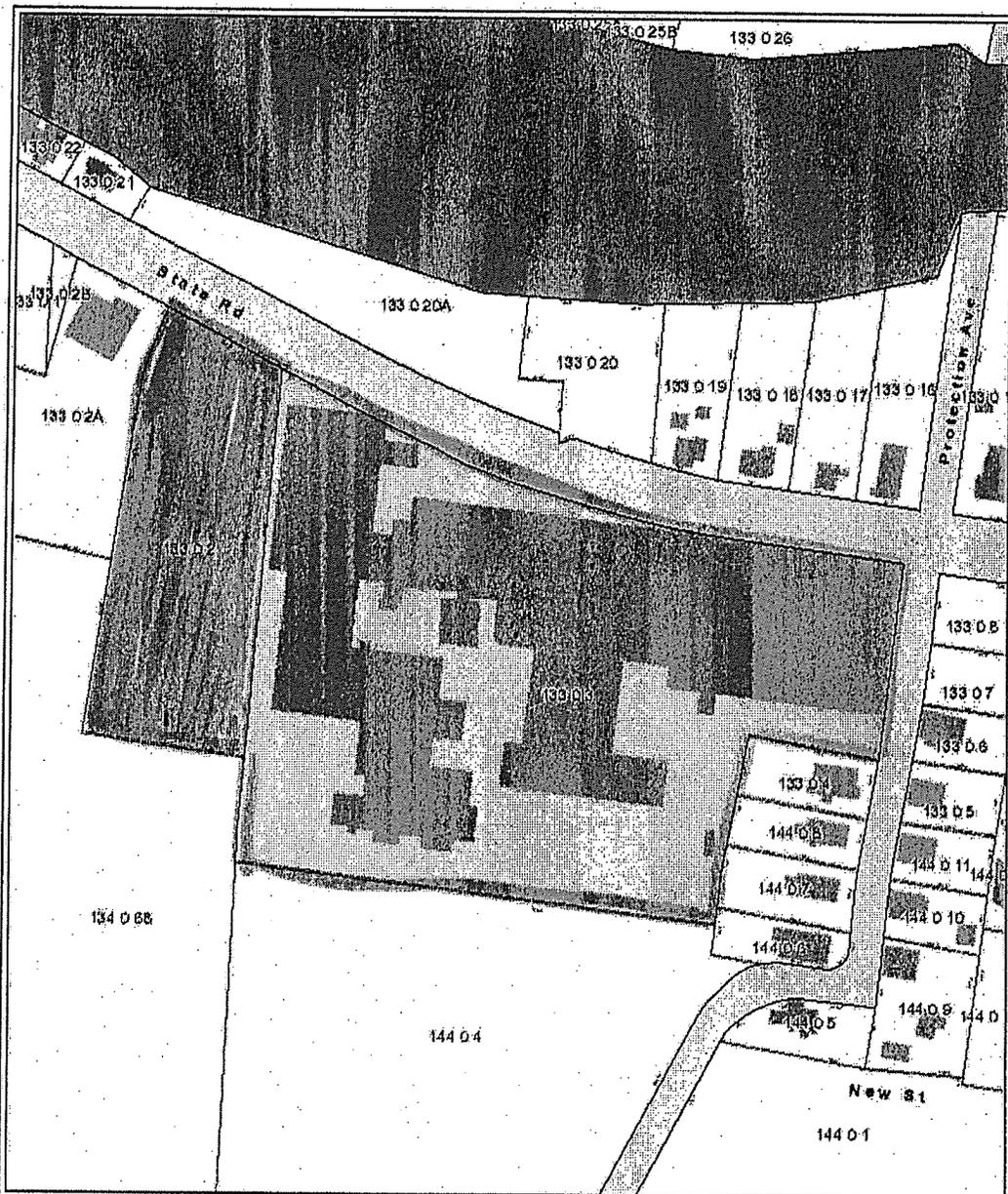
By: \_\_\_\_\_  
Salvatore Perry, Its Manager

APPROVED AS TO MANNER  
AND FORM OF EXECUTION

---

John B DeRosa, Its City Solicitor

Exhibit 1



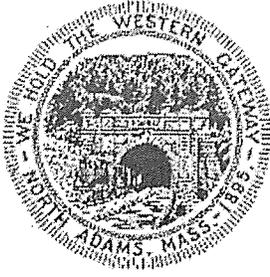
North Adams, MA  
1 Inch = 148 Feet  
October 16, 2015



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

www.cai-tech.com





## Office of the City Council City of North Adams

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

Fellow Councilors,

I have been working closely with the North Adams Board of Health (BoH) since last September in an effort to raise the minimum age to purchase tobacco from 18 to 21, exactly what Williamstown did last fall. The reason for this age increase from 18-21 is explained in the attached Institute of Medicine (IOM) Report Brief March 2015: Public Health Implications of Raising the Minimum Age of Legal Access to Tobacco Products.

Also attached is the Tobacco Community Fact Sheet: North Adams, Massachusetts. The statistics as of 3/1/16 for the City of North Adams are shocking:

- *An estimated 4,414 smokers live in North Adams (32.2% of adults, age 18+).*
- *The adult smoking rate is 101% higher in North Adams than statewide (32.2% in North Adams compared to 16% statewide).*
- *The rate of smoking during pregnancy in North Adams is 444% higher than statewide (37% in North Adams compared to 6.8% statewide).*

When it comes to tobacco use, North Adams has the highest usage rate in the entire county. It is because of this that North Adams must take drastic action and adopt the minimum age to 21, in an effort to protect the youth and the unborn youth of our community. If any community warrants a change in minimum age it is our community.

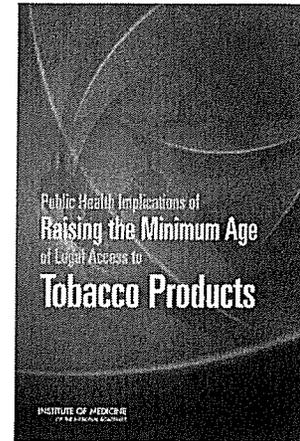
I think this is a very exciting time for the City of North Adams from a health and wellness standpoint, with large projects such as the Skate Park and the pilot program on the south branch of the Hoosic River Revival moving forward and the City recently being designated as an Appalachian Trail Community, North Adams as a community is making a stand for healthy lifestyles. With that context, I think the possibility of North Adams moving towards the purchasing age of 21 for tobacco products is just as big of a milestone for the community as the projects listed above.

Also I wanted to highlight that Williamstown has set the minimum age to 21, and Adams is moving forward with a purchasing age of 21, if North Adams does not act now we will be welcoming youth 18-20 from the surrounding communities who smoke into our community so they can continue to support their tobacco habit. If we are encouraging youth into our community, I would hope it would not be for the purchasing of tobacco products.

In the end the decision will be made by the BoH at a Public Hearing in April. However I strongly urge the City Council to support the following attached resolution to show support to raise the minimum age to purchase tobacco products from 18 to 21 in the City of North Adams. Thank you.

Joshua Moran  
North Adams City Councilor

# Public Health Implications of Raising the Minimum Age of Legal Access to Tobacco Products



Over the past 50 years, tobacco control in the United States has led to an estimated 8 million fewer premature deaths. However, tobacco use continues to significantly affect public health, and more than 40 million Americans still smoke.

In 2009, the Family Smoking Prevention and Tobacco Control Act granted the U.S. Food and Drug Administration (FDA) broad authorities over tobacco products, though it prohibited FDA from establishing a nationwide minimum age of legal access—an MLA for tobacco products—above 18 years of age. It also directed FDA to convene a panel of experts to conduct a study on the public health implications of raising the minimum age to purchase tobacco products. At FDA's request, the Institute of Medicine (IOM) convened a committee in 2013 for this purpose.

In the resulting report, *Public Health Implications of Raising the Minimum Age of Legal Access to Tobacco Products*, the committee of experts reviews existing literature on tobacco use initiation, developmental biology and psychology, and tobacco policy and predicts the likely public health outcomes of raising the MLA for tobacco products to 19 years, 21 years, and 25 years. The committee also uses mathematical modeling to quantify these predictions. Of note, the report contains only conclusions regarding raising the MLA; as requested by FDA, the committee does not offer recommendations as to whether the MLA should be raised.

**...tobacco use continues to significantly affect public health, and more than 40 million Americans still smoke.**

### Lowering Initiation Rates

The initiation age of tobacco use is critical. Among adults who become daily smokers, approximately 90 percent report first use of cigarettes before reaching 19 years of age, and almost 100 percent report first use before age 26. As mentioned above, FDA cannot raise the MLA nationwide. However, states and localities can set a higher minimum age for their communities. Most states currently set the MLA at 18 years. Four states set it at 19 years, and several localities around the country have raised the minimum age to 21 years.

Based on its review of the literature, the committee concludes that overall, increasing the MLA for tobacco products will likely prevent or delay initiation of tobacco use by adolescents and young adults. The age group most impacted will be those age 15 to 17 years. The committee also concludes that the impact of raising the MLA to 21 will likely be substantially higher than raising it to 19. However, the added effect of raising the MLA from 21 to 25 will likely be considerably less.

The parts of the brain most responsible for

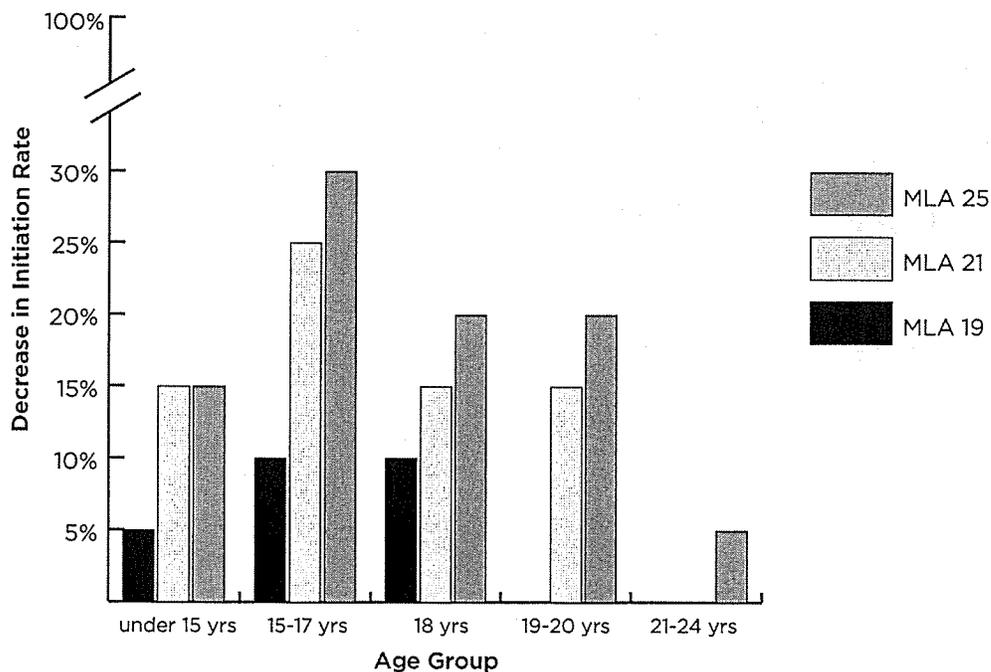
decision making, impulse control, sensation seeking, and susceptibility to peer pressure continue to develop and change through young adulthood, and adolescent brains are uniquely vulnerable to the effects of nicotine. In addition, the majority of underage users rely on social sources—like family and friends—to get tobacco.

Raising the MLA to 19 will therefore not have much of an effect on reducing the social sources of those in high school. Raising the MLA to 21 will mean that those who can legally obtain tobacco are less likely to be in the same social networks as high school students. In the same vein, increasing the MLA from 21 to 25 is not likely to achieve additional notable reductions in social sources for those under age 15.

### Reducing Prevalence, Decreasing Disease

Delaying initiation rates will likely decrease the prevalence of tobacco users in the U.S. population. To quantify this decrease in both prevalence of tobacco users and in related health concerns

FIGURE: Committee Estimates Regarding Effects on Initiation Rates



NOTE: This figure was created using data from Table 7-2 in the report.

The parts of the brain most responsible for decision making, impulse control, sensation seeking, and susceptibility to peer pressure continue to develop and change through young adulthood, and adolescent brains are uniquely vulnerable to the effects of nicotine and nicotine addiction.

that could be a result of raising the MLA, the committee commissioned the use of two established and complementary tobacco simulation models, SimSmoke and the Cancer Intervention and Surveillance Modeling Network smoking population model (CISNET).

In using the models, the committee employed all available evidence and expert judgment to project outcomes. The committee also had to make assumptions with important implications. The models only address cigarette smoking, but the committee expects the MLA and relative effects on initiation to apply to all tobacco products. In addition, the models project the effects of raising the MLA on the United States as a whole and do not take into account existing variations in tobacco use—such as by race or socioeconomic status—initiation rates, and tobacco control activities. In addition, the rapidly changing landscape of tobacco products—for example, e-cigarettes—provides unknowns and could affect the future of tobacco product use in ways that the committee was unable to anticipate due to lack of evidence.

Based on the modeling and backed up by the literature review, the committee concludes that raising the minimum age of legal access to tobacco products in the United States, particularly to ages 21 and 25, will likely lead to a substantial reduction in smoking prevalence. If the MLA were raised now, the models projected that by the time today's teenagers were adults, there would be a 3 percent decrease in prevalence of tobacco use among those adults if the MLA were raised to 19, a 12 percent decrease if raised to 21, and a 16 per-

cent decrease if raised to 25.

Given a decline in the initiation rates of tobacco use by adolescents and lower prevalence in the population, it follows that tobacco-related disease would also decrease in proportion to the reduction in tobacco use. It is generally known that smoking-related diseases like cancer and heart disease develop over decades, and therefore, it could take many years to lower rates of these diseases; however, there could be immediate decreases in other tobacco-related health effects.

The committee concludes that raising the MLA will likely immediately improve the health of adolescents and young adults by reducing the number of those with adverse physiological effects such as increased inflammation and impaired immune functioning caused by smoking, as these could potentially lead to negative health consequences, including increased hospitalizations and lessened capacity to heal wounds. Adverse maternal, fetal, and infant outcomes—including preterm births, low birth weight, and sudden infant death—will also probably decrease due to reduced tobacco exposure in mothers and infants. Raising the MLA will also lessen the population's exposure to secondhand smoke and its associated health effects, both now and in the future.

Over time, the committee concludes that raising the MLA will likely lead to substantial reductions in smoking-related mortality, though results from the models suggest that these results will not be observed for at least 30 years, assuming that the MLA increase occurs now. The CISNET model

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## Committee on the Public Health Implications of Raising the Minimum Age for Purchasing Tobacco Products

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**Richard J. Bonnie (Chair)**  
Harrison Foundation Professor of Medicine and Law, Professor of Psychiatry and Neurobehavioral Sciences, Director of the Institute of Law, Psychiatry, and Public Policy, University of Virginia

**Anthony J. Alberg**  
Blatt Ness Distinguished Endowed Chair in Oncology, Professor, Public Health Sciences, Interim Director of Hollings Cancer Center, Medical University of South Carolina

**Regina Benjamin**  
NOLA.com/Times Picayune Endowed Chair in Public Health Sciences, Xavier University, New Orleans

**Jonathan Caulkins**  
Professor, Operations Research and Public Health Policy, Heinz College of Public Policy and Management, Operations Research Department, Carnegie Mellon University

**Bonnie Halpern-Felsher**  
Professor, Department of Pediatrics, Director of Research, Associate Director of Adolescent Medicine Fellowship Program, Division of Adolescent Medicine, Stanford University

**Swannie Jett**  
Executive Director, Florida Department of Health in Seminole County

**Harlan Juster**  
Director, Bureau of Tobacco Control, New York State Department of Health

**Jonathan D. Klein**  
Associate Executive Director, Julius B. Richmond Center of Excellence for Children and Secondhand Smoke, American Academy of Pediatrics

**Paula M. Lantz**  
Professor and Chair, Department of Health Policy and Management, Milken Institute School of Public Health, The George Washington University

**Robin Mermelstein**  
Director of the Institute for Health Research and Policy, Professor of Psychology, Clinical Professor of Community Health Sciences, School of Public Health, Institute for Health Research and Policy, University of Illinois, Chicago

**Rafael Meza**  
Assistant Professor, Department of Epidemiology, University of Michigan

**Patrick O'Malley**  
Research Professor, Institute for Social Research, University of Michigan

**Kimberly Thompson**  
Professor of Preventive Medicine and Global Health, University of Central Florida College of Medicine, President, Kid Risk, Inc.

projected that if the MLA were raised now to 21 nationwide, there would be approximately 223,000 fewer premature deaths, 50,000 fewer deaths from lung cancer, and 4.2 million fewer years of life lost for those born between 2000 and 2019.

## Conclusion

The public health impact of raising the MLA for tobacco products depends on the degree to which local and state governments change their policies. These decisions will depend on each state's or locality's balance between personal interests and the privacy of young adults to make their own choices versus society's legitimate concerns about protecting public health.

The IOM committee makes conclusions about likely public health outcomes of raising the MLA for tobacco products. Overall, in the absence of transformative changes in the tobacco market, social norms and attitudes, or in the knowledge of patterns and causes of tobacco use, the committee is reasonably confident that raising the MLA will reduce tobacco use initiation, particularly among adolescents 15 to 17 years of age; improve the health of Americans across the lifespan; and save lives. 🌱

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## Consultants

**Theodore R. Holford**  
Susan Dwight Bliss Professor of Public Health (Biostatistics) and Professor of Statistics, Yale School of Medicine, Yale University

**David T. Levy**  
Professor, Lombardi Comprehensive Cancer Center, Georgetown University Medical Center

**Maria Roditis**  
Postdoctoral Research Fellow, Adolescent Medicine, Division of Adolescent Medicine, Department of Pediatrics, Stanford University

---

## Study Staff

**Kathleen Stratton**  
Study Director

**Leslie Y. Kwan**  
Research Associate

**Bettina Ritter**  
Research Assistant

**Anna Martin**  
Senior Program Assistant

**Doris Romero**  
Financial Associate

**Rose Marie Martinez**  
Senior Board Director, Board on Population Health and Public Health Practice

---

## Study Sponsor

U.S. Food and Drug Administration



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# Tobacco Community Fact Sheet

North Adams, Massachusetts

Updated 03/01/16

## The Massachusetts Tobacco Cessation and Prevention Program

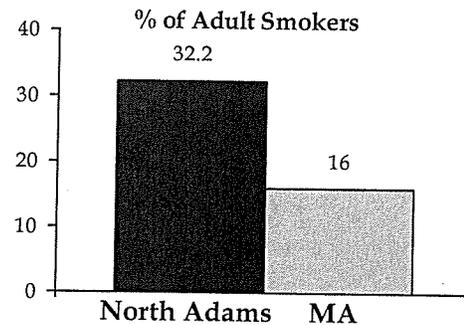
The mission of the Massachusetts Tobacco Cessation and Prevention Program (MTCP) is to reduce the health and economic burden of tobacco use by preventing young people from starting to smoke, helping current smokers to quit, and protecting children and adults from secondhand smoke. The following provides data and information on the impact tobacco use has on your city or town, and the strategies being used in your community to combat these issues.

### Cigarette Smoking

An estimated 4,414 smokers live in North Adams (32.2% of adults, age 18+).

The adult smoking rate is 101% higher in North Adams than statewide (32.2% in North Adams compared to 16% statewide).

The rate of smoking during pregnancy in North Adams is 444% higher than statewide (37% in North Adams compared to 6.8% statewide).



### Health Effects of Smoking

Evidence has linked smoking to diseases of nearly all organs of the body. The Surgeon General's report concludes that smoking causes: lung cancer, chronic obstructive pulmonary disease or lung disease, coronary heart disease, stroke, diabetes mellitus, rheumatoid arthritis and immune system weakness, increased risk for tuberculosis disease and death, ectopic (tubal) pregnancy and impaired fertility, erectile dysfunction, and age-related macular degeneration. Smoking can also trigger or make an asthma attack worse (2014 U.S. Surgeon General's Report).

In North Adams, lung cancer incidence is 69% higher among males compared to the state of Massachusetts. Lung cancer incidence in North Adams is 51% higher among females compared to the state of Massachusetts.

Mortality from lung cancer is 77% higher in North Adams compared to Massachusetts.

Men who smoke are 23 times more likely to develop lung cancer, and women are 13 times more likely, compared to never smokers (2004 U.S. Surgeon General's Report).

### QuitWorks and the Massachusetts Smokers' Helpline

From January 2009 to December 2015, 99 smokers enrolled in QuitWorks, a program for clinicians to refer their patients to the Massachusetts Smokers' Helpline. In addition, 58 people from North Adams called and completed an intake with the Massachusetts Smokers' Helpline to quit smoking. For more information on how to quit smoking, contact 1-800-QuitNow or talk with your health care provider about the QuitWorks program.



Massachusetts Department of Public Health  
Tobacco Cessation and Prevention Program  
(617) 624-5900 [www.mass.gov/dph/mtcp](http://www.mass.gov/dph/mtcp)

Make smoking history.

# Tobacco Community Fact Sheet

North Adams, Massachusetts

Updated 03/01/16

## Illegal Tobacco Sales to Minors

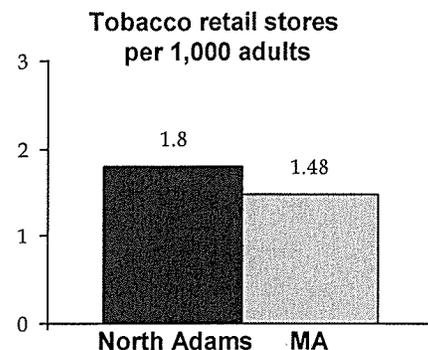
The rate of illegal sales to minors (those under age 18) is 22% lower in North Adams (7.9%) compared to the state of Massachusetts (10.07%) based on data from fiscal years 2015.

## Number of tobacco retail stores

In North Adams, there are 20 tobacco retailers.

The number of retailers in a community impacts the exposure youth have to tobacco industry tactics. An increased exposure can lead to an increase in use of tobacco products.

Considering the population in North Adams, this is a high number of retailers when compared to the average of other Massachusetts municipalities. For every 1,000 adults living in North Adams, there are 1.8 tobacco retailers; the Massachusetts average is 1.5.



## Regulations in North Adams addressing tobacco industry tactics

Many municipalities in Massachusetts have exercised their authority to pass local health regulations. The following are policies that have been adopted throughout the Commonwealth to protect youth from exposure to tobacco industry tactics and whether they have been enacted in this community.

Regulation prohibiting the sale of cheap single cigars:	
Regulation restricting the sale of flavored tobacco products to adult-only tobacco retail stores:	
Regulation prohibiting the sale of e-cigarettes to minors:	X
Regulation capping the number of retailers with a license to sell tobacco:	
Regulation prohibiting the sale of tobacco products to individuals under age 21:	

## The Tobacco-Free Community Partnership

The Tobacco-free Community Partnership programs educate local groups on tobacco issues and work with the Board of Health tobacco control programs to support local tobacco prevention strategies.

**Community Partnership Contact:** Liz Rolison, erolison@berkshireahec.org, (413) 997-1105

## Board of Health

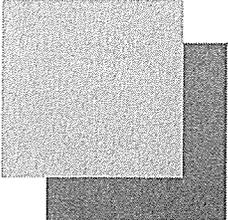
The Board of Health tobacco control programs educate decision makers and enforce all municipal tobacco regulations in 184 municipalities covering 65% of the Massachusetts population.

**Board of Health contact:** Jim Wilusz, jim@tritownhealth.org, (413) 243-5540



Massachusetts Department of Public Health  
Tobacco Cessation and Prevention Program  
(617) 624-5900 [www.mass.gov/dph/mtcp](http://www.mass.gov/dph/mtcp)

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# Tobacco Community Fact Sheet

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North Adams, Massachusetts

Updated 03/01/16

## Data Sources

Smoking figures are small area estimates based on data from 2013-2014 Behavioral Risk Factor Surveillance System, Massachusetts Department of Public Health.

Smoking during pregnancy figures based on 2008-2012 Births (Vital Records), Massachusetts Department of Public Health.

Health effects of smoking facts based on the 2014 U.S. Surgeon General's Report.

U.S. Department of Health and Human Services. The Health Consequences of Smoking: 50 Years of Progress. A Report of the Surgeon General. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2014. Printed with corrections, January 2014.

Rates of lung cancer incidence are based on age-adjusted rates from 2006 to 2010 Cancer Registry maintained by the Massachusetts Department of Public Health.

Figures on lung cancer mortality are based on comparability modified age-adjusted rates for 2008 to 2012 (Vital Records), Massachusetts Department of Public Health.

Smoking and lung cancer health effects facts based on the 2004 U.S. Surgeon General's Report.

U.S. Department of Health and Human Services. The Health Consequences of Smoking: A Report of the Surgeon General. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2004.

The number of completed screeners from the QuitWorks program and calls to the Massachusetts Smokers' Helpline is based on data collected by the Massachusetts Tobacco Cessation and Prevention Program from calendar years 2009 to 2015.

Illegal sales to minors is based on 38 compliance checks performed during fiscal year 2015.

Tobacco retail density counts are based on data received by the MA Department of Public Health as of 02/02/2016.

Density is categorized based on the number of stores per 1,000 adults.

- Low: 1.0 or fewer stores per 1000 adults
- Medium: 1.01 to 1.48 stores per 1000 adults
- High: 1.49 to 2.0 stores per 1000 adults
- Very high: Greater than 2.0 stores per 1000 adults

Local tobacco regulation is based on information received by the MA Department of Public Health as of 03/01/2016.



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# City of North Adams In City Council

April 12, 2016

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## **CITY COUNCIL RESOLUTION IN SUPPORT OF THE NORTH ADAMS BOARD OF HEALTH TOBACCO SALES REGULATIONS**

**WHEREAS:** numerous communities surrounding the City of North Adams and across the Commonwealth of Massachusetts have recently adopted updated or are in process of amending local board of health regulations relating to the sale of tobacco and tobacco related products, including raising the Minimum Legal Sales Age from 18 to 21; and

**WHEREAS:** it is generally agreed by all parties involved in the distribution and marketing of tobacco and tobacco-related products in these communities, including and especially those engaged in the direct sales or regulation of such products, that relevant regulations be as uniform as possible so as to better effectuate fair and effective enforcement as well as fair market practices across the Commonwealth; and

**WHEREAS:** the adoption of these regulations would promote the health and safety of its residents as well as its businesses; and

**WHEREAS:** such regulations have been adopted by communities legislatively by their respective Boards of Health; and

**WHEREAS:** as of the date of the filing of this resolution, action is pending by the City of North Adams Board of Health, or otherwise, relative to the adoption and/or promulgation of any of the proposed updated regulations; and

**NOW THEREFORE, BE IT RESOLVED:** That the North Adams City Council hereby requests and supports that the North Adams Board of Health adopts forthwith, the proposed draft regulations approved at its March, 2016 Board of Health meeting, once a public hearing is concluded and after due process and deliberation.

## Community Development Committee

Minutes for 28 March 2016 5:00pm

**Present:** Eric Buddington (Chair), Lisa Blackmer, Nancy Bullett

**Also present:** Keith Bona, Michael Canales

### Home improvement tax incentive

#### **Councillor Bona:**

- Councillor Blackmer was correct that towns cannot create their own arbitrary tax code.
- Gateway Cities 35k to 100k can provide this kind of tax incentive to improve multifamily homes in designated areas. This would require a Home Rule petition, since North Adams is not a Gateway City.
- North Adams is small, but has urban problems. North Adams fits the requirements of a Gateway City except for population size.
- There are also non-tax options: other rebates or reimbursements, such as sewer and water.

**Councillor Bullett:** What about individual homeowners, as discussed on social media? This proposal would help owners of multifamily homes, not individual homeowners.

**Councillor Bona:** The main goal is to get some properties fixed up and on the tax rolls.

#### **Councillor Blackmer:**

- If someone buys, renovates, and rents, their incentive is rent from the property. TIFs (Tax Increment Financing) also apply taxes gradually over several years, but there are commitments that go along with it. Simple maintenance of houses does not merit tax incentives.
- there are CDBG funds that can be applied to some improvement projects, but the required lead abatement tends to use it all up.
- Greenfield, Gardner are also cities that resemble Gateway Cities, but smaller.
- Single-family homeowners want help with renovations also.
- An abatement on one property results in higher taxes for everyone else.

**Councillor Bullett:** Understands the desire to provide an improvement incentive to single-family homes also.

#### **Councillor Bona:**

- This would be only for large investments, perhaps available when property is purchased.
- It's probably easier to get Home Rule petition to call North Adams a Gateway City rather than get an exception to the tax code.
- Currently, there's no incentive to young homeowners to help with improvements.
- UNO had a CDC/HUD effort to rehabilitate housing in the past.

**Councillor Buddington:** What is the size of this incentive in Gateway Cities?

**Councillor Bona:** It is based on assessed value, taxes will not increase to new value right away, but rather after some period of time.

**Councillor Buddington:** If taxes ramp up over five years, value of incentive would be 3-4% of renovations

**Councillor Blackmer:**

- 30% of Community Investment Tax Credits allocated to CDCs in Gateway Cities.
- EDIP also promotes jobs - would this affect that?

**Councillor Bona:**No, just looking at the housing incentive under CDBG

**Mike Canales:** Easing Gateway City population requirements to include North Adams would hugely increase numbers of Gateway Cities. It would likely meet with resistance from the state, but we could look into it. We could ask to get only into HDIP (Housing Development Incentive Program), rather than the whole Gateway Program

**Councillor Bona:**Suggests we refer this to Mr. Canales's office to look into options to get into HDIP.

**Councillor Blackmer:** The program here is specific to Gateway Cities, ,but other programs are available to other cities.

**Councillor Bona:**What other fees and charges could be reimbursed to have the same effect?

**Councillor Buddington:**I don't want the complication of modifying water and sewer fees for unrelated reasons. Overall, would prefer a simpler tax code.

**Adam Shanks:**(to Councillor Bona): who would administer this program?

**Councillor Bona:**Mr. Canales's office, or Building Department.

MOTION by Councilor Bullett to refer to Mr Canales's office, to return to this committee. SECONDED by Councillor Blackmer. PASSED unanimously.

### **Green Communities Designation**

There was a short discussion of the Green Communities Designation, which the City has started work on. Councillor Buddington outlined the five criteria for the designation. This designation would make it easier to get some grants. Mr. Canales stated that the administration is continuing to look into this. Some energy improvements already made at the skating rink and with Main St lighting could count towards the energy efficiency requirements.

No action was taken by the committee.

Adjourned at 5:39pm