

AGREEMENT

This Settlement Agreement (hereinafter "Agreement") is entered into by and between the City of Pittsfield, and EMS Automotive, LLC, managed by Evan Skubel ("EMS") to resolve the matters raised in the "Petition to Enforce the Code of the City of Pittsfield, Massachusetts" (hereinafter "Petition"), filed in the Western Division Housing Court, Docket No. 25H79CV00277. The Petition pertains to alleged violations of the City of Pittsfield Zoning Ordinance Articles 23-4, § 4.308, 23-8, § 8.3 and City of Pittsfield Sign Ordinance Articles 25-4, § 4.5 and §4.4, at the property located at 51 Center Street, Pittsfield, Massachusetts (hereinafter "the Property").

WITNESSETH:

WHEREAS, EMS has allegedly blocked the line of sight at intersections with snowplows and snow removal equipment; improperly placed free-standing signs within a public way, and expanded a non-conforming use by stacking, storing, and marketing snowplows and snow removal equipment on the Property;

WHEREAS, the City has issued multiple notices of violation and assessed fines totaling Thirty Five Thousand Five Hundred and Fifty dollars (\$35,550.00) as of the date of the Petition

WHEREAS, the Parties desire to resolve this dispute amicably, without further litigation;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. EMS agrees to the following corrective actions at the Property:
 - a. EMS agrees that no snowplows, snow removal equipment, and any other items shall be located on the Property in such a way to block the line of sight at the intersections located at Center and Church Street, as well as Center and South Church Street, in compliance with City of Pittsfield Zoning Ordinance Article 23-4, § 4.308 and Sign Ordinance Article 25-4, § 4.5.
 - b. EMS agrees that no free-standing signs shall be located within the public way in the grass along the sidewalk on Center Street and that any signage on the Property shall be in compliance with all City of Pittsfield Sign Ordinances, including Article 25-4, § 4.4.
 - c. EMS agrees that EMS shall cease the stacking, storing, and marketing for sale of snowplows and snow removal equipment on the Property in a manner that constitutes an expansion of a non-conforming use, pursuant to Pittsfield Zoning Ordinance Article 23-8, § 8.3.
 - d. EMS agrees to maintain the Property in full compliance with all applicable City of Pittsfield Zoning and Sign Ordinances.

2. **Inspection and Verification.** The City shall have the right to inspect the Property upon twenty-four (24) hours' notice to EMS (which may be provided via email to a designated representative) to verify compliance with the corrective actions outline in Section 1. The initial verification inspection shall occur no later than twenty-one (21) calendar days from the execution of this Agreement.
3. **Stay of Penalties.** The City agrees to stay any further penalties or fines against EMS Automotive during the pendency of this Agreement, provided EMS complies with all terms and conditions contained herein.
4. **Settlement Payment:**
 - a. **Reduced Fines:** In full and final settlement of all fines accrued up to the date of the Petition related to the violations detailed therein, and contingent upon EMS' timely and complete performance of all corrective actions outlined in Section 3, the City agrees to accept a reduced payment of Seven Thousand Five Hundred dollars (\$7,500.00). ("Settlement Amount).
 - b. **Payment Schedule:** EMS shall pay the Settlement Amount to the City of Pittsfield as follows:
 - An initial payment of Two Thousand Five Hundred dollars (\$2,500.00) shall be due within thirty (30) calendar days of the execution of this Agreement.
 - The remaining balance of Five Thousand dollars (\$5,000.00) shall be paid in two (2) equal monthly installments of Two Thousand Five Hundred dollars (\$2,500.00) each, with the first installment due within sixty (60) calendar days of the execution of this Agreement, and the second installment due within ninety (90) calendar days of the execution of this Agreement.
 - c. **Method of Payment:** All payments shall be made by certified check or money order payable to the "City of Pittsfield" and delivered to the City Solicitor's Office, 70 Allen Street, Room 200, Pittsfield, Massachusetts 01201, referencing the Property address (51 Center Street) and the nature of this Agreement.
5. **Mutual Release.** Upon timely completion of all corrective actions by EMS as verified by the City (pursuant to Section 2) and receipt by the City of the full Settlement Amount (\$7,500.00) (pursuant to Section 4), the City and EMS mutually release and forever discharge each other, their officers, agents, employees, successors, and assigns, from any and all claims, demands, actions, causes of action, suits, damages, costs, expenses, and liabilities of any kind whatsoever, whether known or unknown, suspected or unsuspected, which they ever had, now have, or hereafter can, shall, or may have, arising out of or in any way connected with the violations alleged in the Petition up to the date of this Agreement.

This release does not preclude the City from enforcing its ordinances for any future violations at the Property occurring after the date of this Agreement.

6. Dismissal of Petition. Upon the City's verification of EMS' full compliance with the corrective actions specified in Section 1 and receipt of the initial payment of \$2,500.00 as outlined in Section 2, the City will file a stipulation of dismissal without prejudice of the Petition in the Western Division Housing Court. However, should EMS default on any subsequent payments as outlined in Section 2, the City reserves the right to pursue all available legal remedies, including seeking judgment for the full original amount of fines (\$35,550.00) less any payments made, plus any additional costs, interest, and attorney's fees.

7. Default

a. Default in Corrective Actions: If EMS fails to complete any of the corrective actions outlined in Section 1, the City may, at its option, declare this Agreement null and void and proceed with the enforcement action outlined in the Petition, seeking all remedies requested therein, including the full amount of fines originally assessed.

b. Default in Payment: If EMS fails to make any payment of the Settlement Amount as scheduled in Section 4, and such failure continues for a period of ten (10) calendar days after written notice of such default from the City, the City may, at its option:

(i) Declare this Agreement null and void and proceed with the enforcement action outlined in the Petition, seeking all remedies requested therein, including the full original amount of fines (\$35,550.00) less any payments already made, plus accrued interest and costs; or

(ii) Seek to enforce this Agreement and obtain a judgment for the outstanding balance of the Settlement Amount, plus accrued interest, costs, and reasonable attorney's fees incurred in enforcing this Agreement.

8. No Admission of Liability. This Agreement is entered into as a compromise of disputed claims and shall not be construed as an admission of liability or wrongdoing by either party.

9. Term and Termination. This Agreement shall remain in effect until all terms and conditions are met, unless terminated earlier by mutual written consent of both Parties.

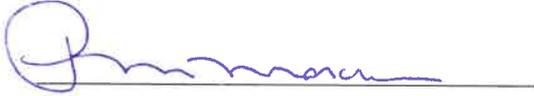
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts.

11. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date below.



Evan Skubel, Manager
EMS Automotive LLC



Authorized Representative
City of Pittsfield

Date: 5-22-2025