



CITY COUNCIL

City Clerk's Office 5/8/2024

Regular Meeting Agenda~

I hereby notify you that the following items of business have been filed with this office and can be acted upon at the meeting of the City Council **Monday May 13, 2024** at 07:00 PM.

City Clerk

Call to Order

7:00 PM Meeting called to order on May 13, 2024 at Hybrid Council Chamber, 36 Court Street, Springfield, MA.

Reports of Committee

Zoning Change Referral

- (1.) To Change the Zoning of a Portion the Property Known as 824 Berkshire Avenue (01340-0130) from Industrial a to Business B. 824 Berkshire Avenue None Yet

PETITIONER:

Michael Serricchio

ADDRESS:

824 Berkshire Avenue

CHANGE REQUESTED:

Industrial A to Business B

Grants

- (2.) Parks - EEA Green City Trees Grant Increase - No Match Required - \$1,800,000 (Mayor Sarno)
- (3.) Parks - Dept. of Environmental Protection (DEP) Grant - No Match Required - \$500,000 (Mayor Sarno)
- (4.) Emergency Management Performance Grant - \$92,735.50 - In-Kind Match Required (Mayor Sarno)
- (5.) FY24 DPW Recycling Dividends Program (RDP) Grant Increase - No Match - \$10,124.72 (Mayor Sarno)
- (6.) Parks Department - Donations - \$5,245.35 - No Match Required (Mayor Sarno)

Orders

- (7.) PEG Access and Cable Related Fund FY24 Q4 Franchise Fee Payment - \$152,642.64 (Mayor Sarno)
- (8.) Transfer from Reserve for Contingencies to the Elections Commission - \$45,000 (Mayor Sarno)

Transfer from Reserve for Contingencies to the Elections Commission - \$45,000

Ordinances

- (9.) Ordinance - Tree Replacement Revolving Fund (Mayor Sarno)

To The City Council of the City of Springfield:
The undersigned respectfully petition your honorable body

to change the zoning of a portion the property known as 824 Berkshire Avenue (01340-0130) from Industrial A to Business B.

Mailing Address:

86 Princeton Street
Springfield, MA 01109

Owner & Petitioner:

Hedge Hog Industries Corporation

I hereby certify that I am the owner and petitioner or acting on behalf of the owner and petitioner.

BY: 

Michael Serricchio

Attachment: 3246_Berkshire_Ave_824_Formal (7976 : 824 Berkshire Avenue)

**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
ANALYSIS FOR A ZONE CHANGE**

**824 BERKSHIRE AVENUE (01340-0130)
INDUSTRIAL A TO BUSINESS B**

GENERAL INFORMATION

Applicant:	Michael Serricchio
Request:	Industrial A to Business B
Location:	824 Berkshire Avenue
Parcel Size:	29,331 s.f.
Purpose:	Residential development
Surrounding Land Use and Zoning:	The property is located in the Indian Orchard Neighborhood and is located in an area that has a mix of commercial/industrial and residential uses. The surrounding land uses include: To the north is a single-family home zoned Business B. To the south is a restaurant zoned Business A. To the east are a motor vehicle repair operation and a single-family house zoned Business A and Residence A. To the west is a warehouse/distribution center zoned Industrial A.
Site Visit:	4-24-24
Neighborhood Council Notification:	Indian Orchard Citizens Council: 4-16-24
Planning Board Hearing Date:	5-1-24

SPECIAL INFORMATION

Traffic & Parking:	N/A
Physical Characteristics:	N/A
Other Notes:	N/A

ANALYSIS

The petitioner has requested to change a portion of the property known as 824 Berkshire Avenue from Industrial A to Business B. This site is currently the location of a small restaurant and used car dealership. The petitioner intends to demolish the existing buildings and construct a new thirty-eight (38) unit, residential building.

After reviewing the plans submitted with the application and reviewing the overall zoning of this area, the staff does not object to the proposed request. The majority of the property to be redeveloped is already zoned Business B and there is other Business B zoning in the area. It should be noted that the zone change to

Business B is required due to the fact that Industrial A does not allow for residential development. The adjacent property located at 844 Berkshire Avenue will also be incorporated into the development. This site is the current location of a single-family house. It should be noted, that the existing structure located at 844 Berkshire Avenue is over seventy-five (75) years old. As such this will be subject to the city's nine (9) month demolition delay ordinance. This nine (9) month delay can only be waived by the Springfield Historical Commission.

The plans submitted indicate that a new, 3-story, 13,588 square foot building will be constructed. The proposed building will contain thirty-eight (38), two-bedroom units. In addition to the building a new fifty-seven (57) space parking lot will also be installed. The plans also indicate an outside patio will be installed as well as decorative fencing and landscaping. It should be noted that in addition to the zone change, due to the number of units, a special permit from the City Council will also be required. At that time the finalized plans, including details on the proposed landscaping, will need to be submitted for review and approval.



It should be noted that there are currently a number of curb cuts onto Berkshire Avenue and Cottage Street. The submitted plans indicate that there will now only be one (1) curb cut onto Berkshire Avenue that will be used to enter and exit this location. As with all new developments, a full review will be required from the Department of Public Works, prior to the issuance of a Building Permit. This review will encompass the proposed curb cuts and traffic/drainage related issues. In addition to the site plan, an elevation plan has also been submitted.

Overall, the staff does not object to the proposed zoned change. The staff does not believe the proposed change will have a detrimental impact on the abutters or on the neighborhood as a whole.

RECOMMENDATION

Approve.



S:\Project\362523003 - Berkshire - Berkshire Ave - Springfield\08 Civil\20-03-003 - SITE.dwg

PLU/SQU
ASSOCIATES
P.L.L.C.
1000 Main Street
Springfield, MA 01103
Tel: 413/276-1234
Fax: 413/276-1235
www.pluassociates.com



Berkshire Avenue
Springfield, MA

R.L.A.



Indian Orchard Citizens Council

117 Main St.
Indian Orchard, MA 01151
(413) 209-8240

15th March 2024

To whom it may concern,

Robert Levesque of R Levesque Associates Inc. and his clients, the owners of the parcel at 824 -844 Berkshire Ave at the corner of Cottage Street, Indian Orchard, MA 01151, came before the Indian Orchard Citizens council at our monthly meeting on February 14, 2024 seeking our support for a zone change from Industrial A to Business B at parcel (01340-0130). This would allow them to pursue a multi unit residential project. They are planning to build market rate housing that consists of 42-48 residential units. The goal is to incorporate studio and 1 bedroom housing with the nearby business community.

A notice was sent out to the surrounding community and a site visit was performed on March 6th to hear any questions and/or concerns. Members of the IOCC, the community and the owners of the parcel were present. Concerns were addressed regarding traffic congestion at the light which is situated at the corner of Berkshire and Cottage Street. There were also some questions regarding noise level. The owners and builder advised our board and the community that the plans include ornamental greenery, a gate and fencing that will create a buffer between the residential complex and the business next door. They also advised us they did not anticipate added traffic or congestion to the area. They advised there will be ample parking spaces for each unit and they are willing to make changes to the site plan if necessary. Another concern is the uprooting of the present businesses located at the parcel. The owners advised the board that they will make every effort to help the existing businesses relocate before uprooting them.

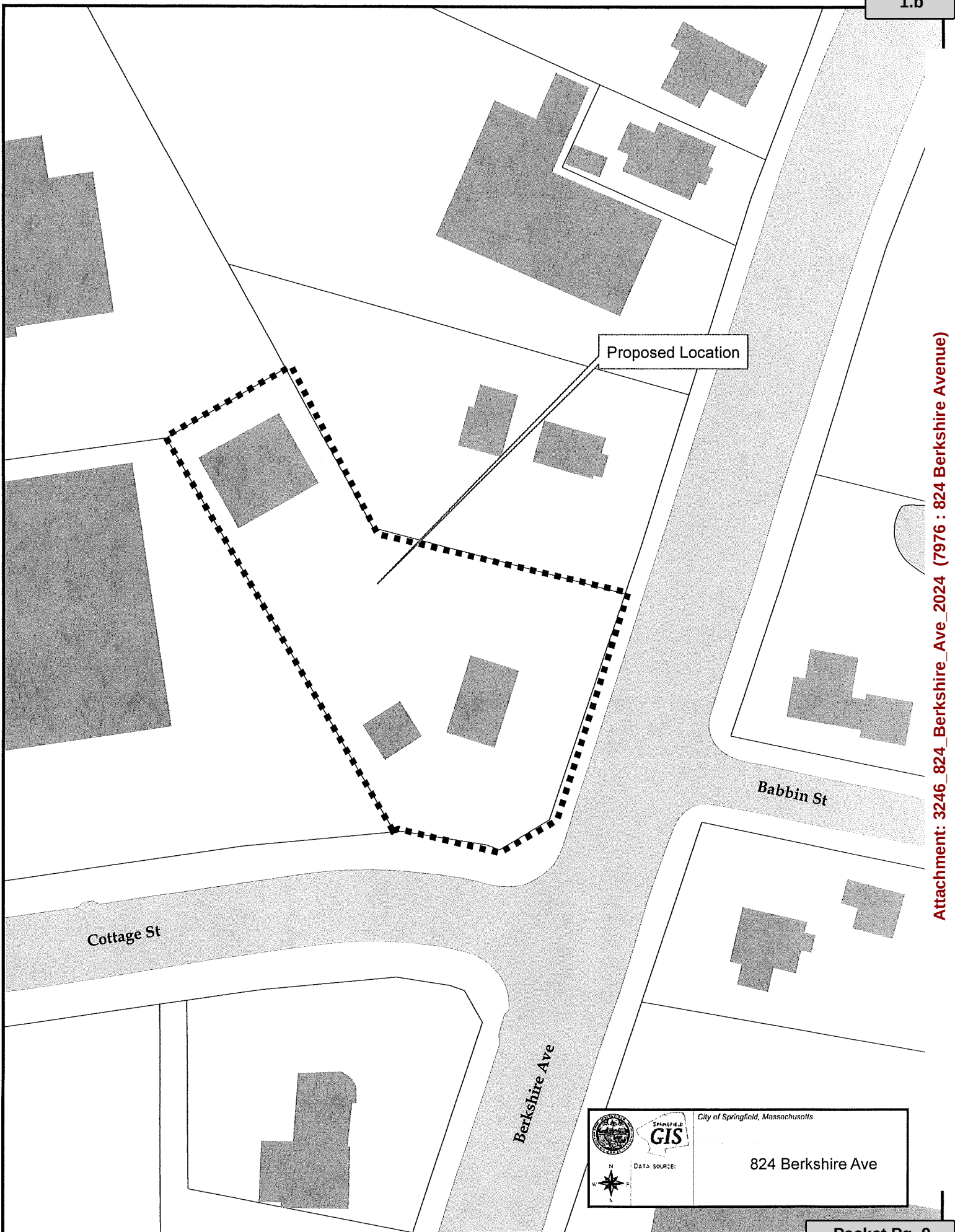
Considering these things, the board has decided to be in favor of the zone change and believe the project will help with the growing housing crisis in Springfield, enhance the aesthetic of the neighborhood and connect the community with the businesses located in the area.

Sincerely,

Laurie McCorkindale
Secretary IOCC

Zaida Govan, MSW, LICSW
President IOCC

Attachment: 3246_824_Berkshire_Ave_2024 (7976 : 824 Berkshire Avenue)



Proposed Location

Cottage St

Babbin St

Berkshire Ave



DATA SOURCE:

City of Springfield, Massachusetts

824 Berkshire Ave

Attachment: 3246 824 Berkshire Ave 2024 (7976 : 824 Berkshire Avenue)



City Council

SCHEDULED

Meeting: 05/13/24 07:00 PM

Initiator: Erin Hand

Sponsors: Mayor Domenic J. Sarno

DOC ID: 8019

2

Parks - EEA Green City Trees Grant Increase - No Match Required - \$1,800,000 (Mayor Sarno)

WHEREAS, the Parks Department ("Department") has been awarded an increase of \$1,800,000 to the multi-year Grant ("grant") from the Executive Office of Energy and Environmental Affairs (EEA); and

WHEREAS, the purpose of the grant is to implement a tree planting and outreach program in the City of Springfield with a goal of planting 2,600 trees in priority areas for energy efficiency; and

WHEREAS, the Department intends to use the grant funds for tree planting activities on private residential, private commercial, and municipal properties within designated neighborhoods; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, Sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

Parks - EEA Green City Trees Grant Increase - \$1,800,000



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 5/6/2024

Department Requesting Grant Setup Parks

Department Phone # (Please include extension) 787-7772

Name and Title of Person to Contact in Case of Questions Carol Langevin

Was this Grant previously setup for a prior fiscal year? YES
If yes, please indicate your previous project number: 89121

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form? (Y/N) If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway
Federal Pass-Through DOE– School
Federal Direct– School
Federal – City
State DOE–
State Other – School
xxxx State – City
Private/Other

Grant Name: GREEN CITY TREES GRANT

Total Grant Amount Awarded: \$ 1,800,00

Is this a Reimbursable Grant? (Y/N) Y

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name EXECUTIVE OFFICE OF ENERGY AND
ENVIRONMENTAL AFFAIRS

Contact Person HILARY DIMINO
Street Address 100 CAMBRIDGE STREET
City, State, Zip Code BOSTON, MA 02114
Telephone 617-626-1187
Fax
E-Mail

Actual Award Date 7/1/2024

Board Approval Date 3/27/2024

Start Date 7/1/2024

Expiration Date 6/30/2027

Renewal Action Date (optional)

If there are any Matching Funds: NO

Type

Percent

Amount

Comments re: Description/Purpose of Grant
TREE PLANTING

Comments re: Conditions/Restrictions of Grant
TREE PLANTING

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?
(Ex: Monthly, Quarterly) MONTHLY

If payment is to be sent by Grantor as a Wire,
Please enter any wire reference/identification # that may be used (if known)

Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

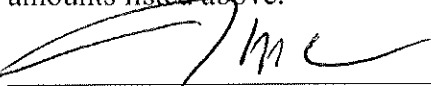
Org Code:

Object Codes:

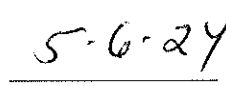
501000	\$265,660
527040	
530105	\$90,000
531020	
546400	\$1,425,940
548400	
551700	\$18,400
558400	

Budget Roll-Up Codes: YES

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.



Signature



Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME : City of Springfield
 CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192140

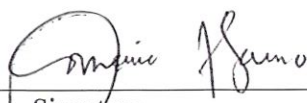
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Domenic J. Sarno	Mayor, City of Springfield

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


 Signature

Date: 3/27/24

Title: Mayor, City of Springfield Telephone: (413) 787-6100

Fax: (413) 787-6104

Email: dsarno@springfieldcityhall.com

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME : City of Springfield
 CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192140

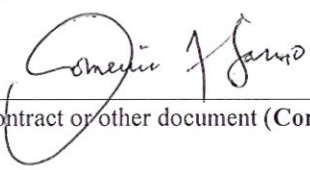
PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
 It is recommended that Departments obtain authentication of signature for the signatory
 who submits the Contractor Authorized Listing.

This Section **MUST** be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Domenic J. Sarno

Title: Mayor, City of Springfield

X 

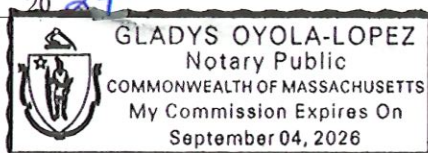
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Gladys Oyola-Lopez (NOTARY) as a notary public certify that I witnessed
 the signature of the aforementioned signatory above and I verified the individual's identity on this date:

MARCH 27, 2024

My commission expires on:



AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
 signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
 authority as an authorized signatory for the Contractor on this date:

_____, 20____.

AFFIX CORPORATE SEAL



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

Attachment: Parks green city trees Amendment (8019 : Parks - EEA Green City Trees Grant Increase - No Match Required - \$1,800,000)



City Council

SCHEDULED

Meeting: 05/13/24 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8016

3

Parks - Dept. of Environmental Protection (DEP) Grant - No Match Required - \$500,000 (Mayor Sarno)

WHEREAS, the Parks Department ("Department") has been awarded a Forest Park, Drainage and Dam Grant ("grant") from the Department of Environmental Protection (DEP), in the amount of \$500,000; and

WHEREAS, the purpose of the grant is to provide funding for essential repairs and design work for several critical components of Forest Park in Springfield; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, Sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

Parks - Dept. of Environmental Protection (DEP) Grant - \$500,000



REQUEST FOR GRANT SETUP

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All fields are mandatory.

Date of Request	5/7/2024
Department Requesting Grant Setup	PBRM
Department Phone # (Please include extension)	413-787-7772
Name and Title of Person to Contact in Case of Questions	CAROL
LANGEVIN	

Was this Grant previously setup for a prior fiscal year? NO
If yes, please indicate your previous project number:

If this is a new Grant, have you filled out the "Approval to apply for a grant" Form?
(Y/N) If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway
Federal Pass-Through DOE– School
Federal Direct– School
Federal – City
State DOE– School
State Other – School
State – City
Private/Other

XXXXX

Grant Name: FOREST PARK POND AND DRAINAGE AND DAMS
Total Grant Amount Awarded: \$ 500,000

Attachment: dep Grant Setup signed (8016 : Parks - Dept. of Environmental Protection (DEP) Grant - No Match Required - \$500,000)

Is this a Reimbursable Grant?

(Y/N) Yes

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name DEPT. OF ENVIRONMENTAL PROTECTION(DEP)
 Contact Person Mike Gorski
 Street Address 436 Dwight Street
 City, State, Zip Code Spfld., MA 01103
 Telephone
 Fax
 E-Mail

Actual Award Date 5/7/2024
 Board Approval Date
 Start Date 5/7/2024
 Expiration Date 6/30/2024
 Renewal Action Date (optional)
 If there are any Matching Funds:NO
 Type
 Percent
 Amount

Comments re: Description/Purpose of Grant:
 FOREST PARK POND AND DRAINAGE AND DAMS

Comments re: Conditions/Restrictions of Grant
 FOREST PARK POND AND DRAINAGE AND DAMS

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?
 (Ex: Monthly, Quarterly)

If payment is to be sent by Grantor as a Wire,
 Please enter any wire reference/identification # that may be used (if known)

Attachment: dep Grant Setup signed (8016 : Parks - Dept. of Environmental Protection (DEP) Grant - No Match Required - \$500,000)

Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

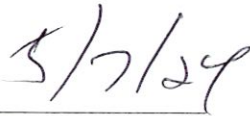
Object Codes: 530105

Budget Roll-Up Codes:

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.



Signature



Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

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THE CITY OF SPRINGFIELD, MASSACHUSETTS

MAYOR DOMENIC J. SARNO

HOME OF THE BASKETBALL HALL OF FAME

Mike Gorski
Regional Director
Department of Environmental Protection (DEP)
436 Dwight Street
Springfield, MA 01103

Dear Mr. Gorski,

We hope this letter finds you well. On behalf of Mayor Domenic J. Sarno and Thomas Ashe, Executive Director of the Parks, Buildings, and Recreation Management (PBRM), we are writing to express our sincere gratitude for your attention to the recent funding opportunity concerning Forest Park in Springfield, Massachusetts.

As you are aware, the five hundred thousand in funds allocated will play a pivotal role in initiating essential repairs and design work for several critical components of our beloved Forest Park. Specifically, these funds will be dedicated to addressing the pressing concerns surrounding the Porter Lake Dam, Lower Pecousic Brook, Barney Pond Meadow Brook Ravine Drainage Outfall, and imperative repairs to the infrastructure supporting the Forest Park Zoo. See attached scope of services.

The urgency of this undertaking cannot be overstated, particularly in light of the escalating frequency and severity of storm rain events, exacerbated by the undeniable effects of climate change. The stability and resilience of our delicate ecosystem within Forest Park hang in the balance, and these proposed initiatives represent a crucial first step towards fortifying our infrastructure against the challenges posed by a changing climate.

Your unwavering support for the City of Springfield is deeply appreciated and underscores the collaborative spirit that is essential in safeguarding our natural resources and enhancing the quality of life for all residents. Together, we can ensure that Forest Park remains a vibrant and resilient sanctuary for generations to come.

Once again, thank you for your dedication to our community and for your commitment to environmental stewardship. We eagerly anticipate the positive impact that these funded projects will have on the ecological health and vitality of Forest Park.

With warm regards,

Domenic J. Sarno
Mayor

Thomas Ashe
Executive Director, DPBRM

CC Park Commission
Pete Krupczak
Patrick Sullivan



Department of Parks, Buildings and Recreation Management

Administrative Office, Forest Park

SCOPE OF SERVICES

Forest Park is the premier and largest park in the City of Springfield, comprising of 736-acres. Two main watercourses flow through it, Meadow Brook and Pecousic Brook, both of which have large contributing urban watersheds before entering the park. These two streams can exhibit “flashy” characteristics which have been exacerbated by continued urban development and the effects of climate change. The City, through its Department of Parks, Buildings, and Recreation Management, continually seeks ways to improve conditions along the stream corridors and to protect and improve resources and enhance climate resilience within the park, a large and important open space recreational resource within an Environmental Justice community.

In recent years, the City has identified multiple key areas in need of additional study and design of improvements, namely:

- **Porter Lake Dam** - Porter Lake Dam is an Intermediate Size, Significant Hazard dam which is currently in Poor Condition, based on recent inspections. The City has been seeking funding to support a Phase II Engineering Evaluation and Alternatives Analysis for the dam and development of an Emergency Action Plan to help improve safety and resilience of the structure. The dam supports key infrastructure in the park and maintains Porter Lake, which supports the City's ECOS environmental program for students, a key educational resource, and helps to attenuate flood flows from the upper portion of the Pecousic Brook watershed. The Phase II study would include survey, geotechnical explorations, hydrologic and hydraulic modeling, and geotechnical evaluations, to document and evaluate existing conditions and prepare conceptual solutions for dam improvements necessary to restore the dam to Good condition and improve its resilience and stability. This study and Emergency Action Plan are estimated to cost \$150,000.
- **Lower Pecousic Brook and the associated Aquatic Gardens** - The Lower Pecousic Brook area downstream of the Duck Pond (west of North and South Magawiska Roads) has been subject to repeated flood damage in recent years, at least partially attributable to increased flood flows in the watershed due to the effects of climate change. The City would like to fund a study to review and document existing conditions and damages along this section of the brook, including the Aquatic Gardens, to inform and develop a program of proposed improvements to address damages and make the area more resilient to future storm events. This study and development of conceptual improvements are estimated to cost \$20,000.
- **Barney Pond** – Due to ongoing flooding and issues along Meadow Brook ravine, Barney Pond has been impacted by sedimentation and is in need of restoration of open water areas to help restore water quality, habitat for aquatic species and overall ecological function. The City would like to fund a dredging feasibility study which would include bathymetric surveys and estimation of sediment

200 Trafton Road, Springfield, MA 01108

volumes for removal, along with conceptual plans for a future dredging and open water restoration program. The feasibility study and conceptual drawings are estimated to cost \$75,000.

- Forest Park Zoo Drainage Study – The City would like to fund a study of Forest Park Zoo's drainage system as it is subject to repeated flooding. The Study would include topographic survey, camera investigation of existing drainage pipes, analysis of watershed and existing storm drain system, and conceptual designs for planning and funding purposes. An initial study, conceptual drawings and immediate repairs are estimated to cost \$175,000.
- Meadow Brook Drainage Outfall – The City would like to design and permit repairs for an existing stormwater outfall into the Meadow Brook Ravine. Survey, geotechnical explorations and evaluations, civil engineering design, permitting, and preparation of construction documents are estimated to cost \$80,000.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



3.b

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: (and d/b/a): City of Springfield		COMMONWEALTH DEPARTMENT NAME: MassDEP MMARS Department Code: EQE/9400	
Legal Address: (W-9, W-4):		Business Mailing Address: 436 Dwight Street, Suite 205	
Contract Manager:	Phone:	Billing Address (if different):	
E-Mail:	Fax:	Contract Manager: Kellie Niemiec	Phone: 857-268-3964
Contractor Vendor Code: VC6000192140		E-Mail: kellie.niemiec@mass.gov	Fax: 413-784-1149
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
RFR/Procurement or Other ID Number:			
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ 500,000.00 _____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 2. may be incurred as of ____, 20 ____, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 3. were incurred as of ____, 20 ____, a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2024</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____	

Attachment: dep contract (8016 : Parks - Dept. of Environmental Protection (DEP) Grant - No Match Required - \$500,000)



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company (must match Form W-9 tax classification)

Contractor Legal Name City of Springfield	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) VC6000192140
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INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

There are three types of electronic signatures that will be accepted on this form: 1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign. Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Domenic J. Sarno		Mayor, City of Springfield	413-787-6100	msarno@springfieldcityhall.com

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature	Date
Print Name Gladys Oyola-Lopez	Phone Number 413-787-6096
Title City Clerk	Email Address goyola@springfieldcityhall.com

A copy of this listing must be attached to the "record copy" of a contract filed with the department.



City Council

SCHEDULED

Meeting: 05/13/24 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8015

4

Emergency Management Performance Grant - \$92,735.50 - In-Kind Match Required (Mayor Sarno)

WHEREAS, the Springfield Fire Department has been awarded an "Emergency Management Performance Grant" of \$92,735.50 from the Massachusetts Emergency Management Agency ("MEMA"); and

WHEREAS, the purpose of the grant is to support the City of Springfield's Office of Emergency Preparedness ("OEP") in preparing for potential emergency hazardous situations and events; and

WHEREAS, the Department intends to use the grant funds for supplies and equipment to aid in it's response time and safety across the City of Springfield; and

WHEREAS, the grant will pay \$92,735.50, and requires a match from the City of \$92,735.50 through in-kind services or expenses; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, Sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grants, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

Emergency Management Performance Grant - \$92,735.50



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request	5/3/2024
Department Requesting Grant Setup	Fire
Department Phone # (Please include extension)	750-2422
Name and Title of Person to Contact in Case of Questions	Darcy
Borecki, Administrative Analyst	

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number: Yes, 69323

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

X **State – City**

Private/Other

Grant Name: FFY23 Emergency Management Performance Grant (EMPG)

Total Grant Amount Awarded: \$92,735.50

Is this a Reimbursable Grant? (Y/N)

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name	Massachusetts Emergency Management Agency (MEMA)
Contact Person	Lorri Gifford
Street Address	400 Worcester Road
City, State, Zip Code	Framingham, MA 01702
Telephone	508.820.2004 (Office), 508.380.8816 (Cell)
Fax	508-820-2030
E-Mail	Lorri.d.Gifford@mass.gov

Actual Award Date Latest Signature Date on Contract

Board Approval Date

Start Date Latest Signature Date on Contract

Expiration Date 6/30/2025

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage? HUD FUNDING ONLY

Source

Amount

Comments re: Description/Purpose of Grant

To purchase allowable equipment

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID #:

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

If payment is to be sent by Grantor as a Wire,
Please enter any wire reference/identification # that may be used (if known)

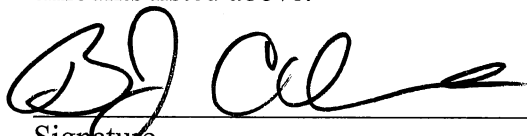
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 26932200

Object Codes: 558400

Budget Roll-Up Codes:

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.


Signature

5.3.24
Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

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4.b

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CONTRACTOR LEGAL NAME:(and d/b/a): SPRINGFIELD, City of		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency (MEMA)	
Legal Address: (W-9, W-4): 36 Court Street, Springfield, MA 01103-1699		Business Mailing Address: 400 Worcester Rd, Framingham, MA 01702	
Contract Manager: Tyrone Denson	Phone:	Billing Address (if different): same	
E-Mail: tdenson@springfieldcityhall.com		Contract Manager: EM Grants Unit	Desk #:508-820-1407
Contractor Vendor Code: VC6000192140		E-Mail: EM.Grants@mass.gov	Desk #: 508-561-0449
Vendor Code Address ID (e.g. "AD001"): (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY24EMPG2300000SPRIN	
		RFR/Procurement or Other ID Number: FFY2023EMPG	
X_ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) Statewide Contract (OSD or an OSD-designated Department) Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) Emergency Contract (Attach justification for emergency, scope, budget) Contract Employee (Attach Employment Status Form, scope, budget) Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior to</i> Amendment: _____. Enter Amendment Amount: _____. AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) Amendment to Date, Scope or Budget (Attach updated scope and budget) Interim Contract (Attach justification for Interim Contract and updated scope/budget) Contract Employee (Attach any updates to scope or budget) Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$96,735.50			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ☒ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: Funding for this grant is provided via a Federal Fiscal Year 2023 Emergency Management Performance Grant (EMPG), Assisting Listing #97.042 and has a required dollar-for-dollar match. Funds may only be used for activities outlined in the subrecipient's approved FFY2023 EMPG Subgrant Application and in accordance with attached Federal Standard Terms and Conditions, Commonwealth Terms and Conditions, and MEMA Special Conditions and Reporting Requirements. Funding breakout SF24 \$735.50 / SF25 \$92,000.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ___ 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☒ 3. were incurred as of <u>April 26, 2024</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X:_____. Date:_____. Print Name / Title:_____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X:_____. Date:_____. Print Name / Title: Randall Lui, CFO	

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on [dhs.gov](https://www.dhs.gov/publication/fy15-dhsstandard-terms-and-conditions) at www.dhs.gov/publication/fy15-dhsstandard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – NonConstruction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as passthrough entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhscivil-rights-evaluation-tool>.
DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to

discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Governmentwide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to

their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-helpdepartment-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Commonwealth of Massachusetts
Terms and Conditions**

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void. Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.
2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. c. 29, § 26, or the availability of sufficient non-appropriated funds for the purposes of a Contract and shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.
3. **Contractor Payment Mechanism.** All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.
4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.
5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.
6. **Confidentiality.** The Contractor shall comply with M.G.L. c. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.
7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.
8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. c. 106, § 9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.
9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.
10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual

orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.
12. **Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.
13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.
14. **Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.
15. **Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.

**Massachusetts Emergency Management Agency
Special Conditions and Reporting Requirements**

Parties

The “Contractor” or “Subrecipient” is an eligible public or private not-for-profit entity that has applied for grant funding to the Massachusetts Emergency Management Agency (MEMA) and has received an approved award. The subrecipient must be represented by a duly authorized official(s) of the Contractor whose signature(s), authorization(s), and/or certification(s) legally represent and bind the Contractor. The Commonwealth of Massachusetts, acting through the Massachusetts Emergency Management Agency (“Department”), is responsible for administering this grant program.

Agreement

The Subrecipient and Department will execute a State Standard Grant Contract through which the subrecipient agrees to perform all activities as described in the approved application within the budget, dates of service, and other conditions set forth below. The Department agrees to reimburse the Subrecipient for all allowable costs incurred within period of performance as stated in the executed state contract and to provide technical assistance and support required to carry out the purposes of the grant.

Terms and Conditions

1. **Project Revisions.** Any substantive adjustment to a subrecipient’s scope of work or budget must be reviewed and approved by MEMA prior to expenditure. A contract amendment may be required prior to performance under an adjusted scope of work. MEMA is not obligated to reimburse work or expenditures made outside an approved scope of work or budget.
2. **Press.** Subrecipient agrees to proactively notify MEMA of any interactions or planned media outreach regarding activities funded under this grant program.
3. **Release of Information.** All records, papers and other documents of any kind related to the funded activity in any manner and kept by subrecipients of these funds shall be made promptly available upon request to any person authorized by MEMA for inspection and copying.
4. **Application of Special Conditions to Subrecipient:** If a subrecipient proposes to engage in sub-granting activities, it shall ensure its sub-grantees adhere to all applicable contract conditions.
5. **Reporting.** Subrecipients agree to submit timely and accurate Reimbursement Request Form as needed and directed. Failure to comply with this condition may result in the withholding of subrecipient funds until the delinquent report is received.
6. **Contractor/Consultant Rates.** Compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the marketplace. Consideration can be given to compensation, including fringe benefits, for those individuals whose employers do not provide the same. Time and effort reports are required for consultants.
7. **Internet Access.** Subrecipients must have Internet access.
8. **Email addresses.** Subrecipient project point of contact of grant programs must have individual email addresses.
9. **Subrecipient Non-compliance.** Contractor/Subrecipient, is subject to the federal and state regulations and related requirements set forth herein. Non-compliance may result in an audit finding and subsequent repayment of funds. Approval of a project, project costs, contract, or payment by MEMA does not exempt the Contractor from requirements to repay funds. Should a state, federal, or local audit reveal that actions taken by the Contractor/Subrecipient, or any of its contractors, regardless of previous approval by MEMA, do not comply with policies, laws, or regulations, the Contractor agrees to repay the required amounts in the manner and timeframe determined by MEMA. Repayments not made as expected will be considered debts and addressed under the Commonwealth’s Debt Collection and Intercept policy (815 CMR 9.00).
10. **Monitoring.** Subrecipients agree to cooperate with MEMA monitoring and site visits.
11. **Records Retention.** The Contractor shall retain all related records for a minimum of six years from the date of the Close-Out Report Submission. In cases of similar requirements at two or more levels, the more stringent of the requirements must be followed.
12. **Prior to acceptance of these terms and conditions,** Contractor must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA, U.S. DOT and 2 CFR 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of the contract in order to determine and implement the appropriate remedy.

Certification of Compliance with Federal Procurement Standards

All subrecipient spending under a Federal Grant must comply with the federal procurement standards described in 2 CFR 200.317 through 200.327. Subrecipients must expend funds under their official, documented procurement procedures which comply with applicable federal, state, local, and tribal laws, and regulations. By signing this Contract, the Subrecipient certifies compliance with the following:

1. Procurement(s) conducted under the above-referenced grant program will comply with my organization’s procurement procedures which are documented and reflect current procurement practices.
2. My organization’s procurement procedures comply with the federal procurement standards found at 2 CFR 200.317 through 200.327.

If the subrecipient does not have documented procurement procedures, MEMA may terminate this agreement and/or withhold reimbursement until such time as the subrecipient can provide appropriate revisions to assure all expenditures were made in compliance with the applicable federal, state, local, and tribal procurement requirements.



City Council

SCHEDULED

Meeting: 05/13/24 07:00 PM
Initiator: Ciara Hanlon
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8018

5

FY24 DPW Recycling Dividends Program (RDP) Grant Increase - No Match - \$10,124.72 (Mayor Sarno)

WHEREAS, the Department of Public Works ("Department") has been awarded a Recycling Dividends Program ("RDP") Grant Increase Award in the amount of \$10,124.72 from the Massachusetts Department of Environmental Protection; and

WHEREAS, the grant will be used to improve City recycling and waste reduction programs and policies; and

WHEREAS, this increase will bring the total grant award up to \$81,624.72 for FY24; and

WHEREAS, the Department intends to use the grant funds to purchase recycling bins and/or related items (equipment, recycling education materials, etc.); and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grants, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

**FY24 DPW Recycling Dividends Program (RDP) Grant Increase Award -
\$10,124.72**



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request

5/08/2024

Department Requesting Grant Setup

Public Works

Department Phone # (Please include extension)

750-2728

Name and Title of Person to Contact in Case of Questions Peg Merrill
Contract Administrator

Was this Grant previously setup for a prior fiscal year? Yes

If yes, please indicate your previous project number :18424

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form
(Y/N) N Refer to City Contract #

Grant Type:

- X State – DEP
Federal Pass-Through DOE– School
Federal Direct– School
Federal –
State DOE– School
State Other – School
State – City
Private/Other

Grant Name: Recycling Dividend Program

Total Grant Amount Awarded: \$10,124.72

Is this a Reimbursable Grant?

(Y/N) N

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name: Mass. DEP

Contact Person: Gail Garron, Grant Manager

Street Address: One Winter St.

City, State, Zip: Boston, MA. 02108

Telephone: (781) 366-9297

Fax

E-Mail: Gail.Garron@mass.gov

Actual Award Date	5/7/2024
Board Approval Date	5/13/2024
Start Date	Upon City Council Approval
Expiration Date	6/30/2029
Renewal Action Date (optional)	N/A

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant: Provide additional funds for the purpose of educational materials & equipment to support the recycling collection program.

Comments re: Conditions/Restrictions of Grant. Grant must be used on MA DEP approved expenses.

If this is a Federal Grant, enter CFDA# N/A

If applicable enter the State ID # :

What is the required drawdown frequency?
(Ex: Monthly, Quarterly) Quarterly NA

If payment is to be sent by Grantor as a Wire,
Please enter any wire reference/identification # that may be used (if known)

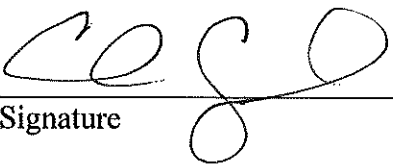
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes: 527020, 530105, 531020, 534300, 551700

Budget Roll-Up Codes:

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.


Signature

5-8-24
Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☒ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL

**RECYCLING DIVIDEND PROGRAM CONTRACT ("RDP Contract")
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP")**

AND THE CITY OF SPRINGFIELD (“Municipality”)

ADDENDUM

Additional RDP Payment Calculation:

In accordance with Section 12 of the Recycling Dividend Program Contract, MassDEP is awarding additional RDP funds to the CITY OF SPRINGFIELD. These funds shall be used in accordance with Section 8 of the Recycling Dividend Program Contract. This addendum must be signed and returned to MassDEP by June 15, 2024.

RDP PAYMENT AMOUNT

\$10,124.72

IN WITNESS WHEREOF, MassDEP and the Municipality hereby execute this Contract Addendum.

COMMONWEALTH OF MASSACHUSETTS

By: John Fischer, Deputy Division Director
Bureau of Air and Waste
Department of Environmental Protection

Date _____

CITY OF SPRINGFIELD

**Municipal Official(s) Authorized to sign: Mayor, DPW Director, City Controller, Law Dept, CAFO
VC6000192140**

By: _____
Signature Title

Date _____

Print Name _____

SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL

**RECYCLING DIVIDEND PROGRAM CONTRACT ("RDP Contract")
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP")**

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COMMONWEALTH OF MASSACHUSETTS

By: _____

**John Fischer, Deputy Division Director
Bureau of Air and Waste
Department of Environmental Protection**

Date

CITY OF SPRINGFIELD

Municipal Official(s) Authorized to sign: **Mayor, DPW Director, City Controller, Law Dept, CAFO**
VC6000192140

By: _____

Signature

Title

Date

Print Name

Attachment: RDP FY24 Grant Increase Contract Addendum (8018 : FY24 DPW Recycling Dividends Program (RDP) Grant Increase - No Match -



City Council

SCHEDULED

Meeting: 05/13/24 07:00 PM

Initiator: Erin Hand

Sponsors: Mayor Domenic J. Sarno

DOC ID: 8017

6

Parks Department - Donations - \$5,245.35 - No Match Required (Mayor Sarno)

WHEREAS, the Parks Department has been awarded multiple donations totaling \$5,245.35 from various donors; and

WHEREAS, the funds provided by the donors have been designated for use for benches for the City of Springfield; and

WHEREAS, the Department has accepted the donations and requests authorization from the City Council and the Mayor to expend the donation; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the donation funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, sec 53A, that the City Council approves the expenditure by the Department of the donation funds listed below for the purposes of such donations, subject to the approval of the Mayor, and the donation funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the donations without further appropriation:

Parks Department - Donations - \$5,245.35 - No Match Required



City Council

SCHEDULED

Meeting: 05/13/24 07:00 PM
Initiator: Ciara Hanlon
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8020

7

PEG Access and Cable Related Fund FY24 Q4 Franchise Fee Payment - \$152,642.64 (Mayor Sarno)

WHEREAS, the City of Springfield ("City") received \$152,642.64 as a quarterly franchise fee payment from Comcast Corporation ("Comcast") as a part of the City's cable agreement with Comcast ("Cable Agreement"), for the purpose of funding public education and government access cable television activities and services in Springfield; and

WHEREAS, the City previously accepted G.L. c. 44, §53F¾ establishing a special revenue fund known as the "PEG Access and Cable Related Fund" to reserve cable franchise fees and other cable-related revenues; and

WHEREAS, the City intends to use the cable franchise fee payments from Comcast to support and provide PEG access programming services and oversight, to deliver cable television programming to municipal buildings, and for costs related to oversight and renewal of the cable franchise agreement, or take any other action relative thereto; and

WHEREAS, the City has accepted the franchise fee quarterly payment and requests authorization from the City Council and the Mayor to expend the funds listed below from the PEG Access and Cable Related Fund for the purposes of the fund; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the acceptance of the franchise fee funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to G.L. c. 44, §53F¾, that the City Council hereby appropriates the sum of \$152,642.64 and approves the expenditure by the City of the cable franchise fees and other cable-related revenues to support PEG access services, subject to the approval of the Mayor, and the funds received shall be deposited with the City Treasurer and held in a separate account and may be expended for the purposes of the fund without further appropriation:

PEG Access and Cable Related Fund

Account#29431290-530105-PEG24: \$152,642.64



City Council

SCHEDULED

Meeting: 05/13/24 07:00 PM
Initiator: Madison Woodard
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8021

8

Transfer from Reserve for Contingencies to the Elections Commission - \$45,000 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2023 and ending June 30, 2024 (FY24), pursuant to Mass. Gen. Laws ch. 44, Section 33B, and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$45,000 from the Comptroller - Reserve for Contingency line item to the Elections Commissions: Professional Services and Printing/Binding lines in order to fund the projected deficit; and

WHEREAS, the City Comptroller, Patrick Burns, whose Department is in control of the appropriation from which the transfer is proposed to be made, has approved this transfer; and

WHEREAS, after reviewing this order, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in her professional opinion, after an evaluation of all pertinent financial information reasonably available, the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the transfer, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of \$45,000 from the Comptroller - Reserve for Contingency line item to the Elections Commissions: Professional Services and Printing/Binding line to meet the expenses of the City of Springfield for Fiscal Year 2024.

From: Comptroller - Reserve for Contingencies

01135-578200 - \$45,000

To: Elections Commissions- Printing/Binding

01162-534100- \$22,000

To: Elections Commissions- Professional Services

01162-530105- \$23,000

FINANCIAL IMPACT:

Transfer from Reserve for Contingencies to the Elections Commission - \$45,000

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance



To: Springfield City Council
From: Cathy Buono, Chief Administrative & Financial
Date: May 13, 2024
Re: Order for Council Meeting - 05/13/2024
Cc: Mayor Domenic J. Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the May 13, 2024, City Council meeting, which requests a transfer in the sum of \$45,000 from the Comptroller's Office Reserve for Contingency Account into the Elections Commission Account.

Background: This Elections Commission transfer of \$45,000 will be utilized to cover the required professional services and printing expenses before June 30th, 2024.

Department	Account#	Account Description	Transfer Out	Transfer In
Comptroller	01135-578200	Reserve for Contingency	\$45,000	
Elections	01162-534100	Printing/Binding		\$22,000
Elections	01162-530105	Professional Services		\$23,000
TOTAL			\$ 45,000.00	\$ 45,000.00

CAFO Certification: This memorandum will confirm that in my professional opinion, as the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

This certification is made in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

Attachment: Elections CAFO Cert (8021 : Transfer from Reserve for Contingencies to the Elections Commission - \$45,000)



City Council

SCHEDULED

Meeting: 05/13/24 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7990

9

Ordinance - Tree Replacement Revolving Fund (Mayor Sarno)

AN ORDINANCE (A LOCAL LAW) TO AMEND the Code of the City of Springfield, by adding section 5.9 Below to chapter 418, creating the Tree Replacement Revolving Fund.

Be it ordained (enacted) by the Council of the City of Springfield, as follows:

DEPARTMENTAL REVOLVING FUND

1. Purpose. This ordinance establishes and authorizes revolving funds for use by City, departments, boards, committees, agencies and officers in connection with the operation of programs or activities that generate fees, charges or other receipts to support all or some of the expenses of those programs or activities. These revolving funds are established under and governed by General Laws Chapter 44, § 53E½, as amended by the Acts of 2016, Chapter 218, sect. 86.
2. Expenditure Limitations. A department or agency head, board, committee or officer may incur liabilities against and spend monies from a revolving fund established and authorized by this ordinance without appropriation subject to the following limitations:
 - A. Fringe benefits of full-time employees whose salaries or wages are paid from the fund shall also be paid from the fund.
 - B. No liability shall be incurred in excess of the available balance of the fund.
 - C. The total amount spent during a fiscal year shall not exceed the amount authorized by the City Council on or before July 1 of that fiscal year, or any increased amount of that authorization that is later approved during that fiscal year by the City Council and Mayor.
 - D. No expenditures shall be made unless approved in accordance with General Laws chapter 41, section 41, 42, 52 and 56.

“5.9 Tree Replacement Revolving Fund

5.9.1 Fund Name. There shall be a separate fund called the Tree Replacement Revolving Fund for the use of the Park Department Forestry Division.

5.9.2 Revenues. The City Comptroller shall establish the Tree Replacement Revolving Fund as a separate account and credit to the fund all fines, fees or other payments charged to entities and received by the Park Department Forestry Division.

5.9.3 Purposes and Expenditures. During each fiscal year, the Park Department Forestry Division may incur liabilities against and spend monies from the Tree Replacement Revolving Fund for the purpose of buying, planting, and maintaining trees in the City, and administering the provisions of Massachusetts General Laws Chapter 87.

5.9.4 Fiscal Years. The Tree Replacement Revolving Fund shall operate for fiscal years that begin on or after July 1, 2024.”



City Council

AMENDED

Meeting: 03/18/24 07:00 PM
Initiator: Robert Shewchuk
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7868

9.a

Ordinance Amending Chapter 268 - Trees (Mayor Sarno)

Chapter 368: Tree Protection

368-1 Findings

The City of Springfield finds that mature trees provide benefits to its residents, businesses, and visitors, including improved air quality, aesthetics, flood and drainage control, soil stabilization, increased energy efficiency, reduced ambient temperature, wildlife habitat, contribution to the distinct character of neighborhoods, and enhanced property values. Therefore, the City determines that the preservation and protection of publicly-owned trees and certain trees on private property are public purposes that protect public health, enhance environmental quality, mitigate climate change, and improve overall quality of life and welfare.

368-2 Definitions

When used in this Ordinance, the following definitions shall apply:

Caliper - Diameter of a tree trunk (in inches). For trees up to four (4) inches in diameter, Caliper is measured six (6) inches above the existing grade at the base of the tree. For trees larger than four (4) inches in diameter, Caliper is measured twelve (12) inches above the existing grade at the base of the tree.

Critical Root Zone (CRZ) - Area of soil around a tree trunk where roots are located that provide stability and uptake of water and minerals required for tree survival.

Diameter at Breast Height (DBH) - The standard measure of tree size for those trees that are at least four (4) inches in diameter at a height of four and one half (4.5) feet from the existing grade at the base of the tree. If a tree splits into multiple trunks below four and one half (4.5) feet above the existing grade, the DBH shall be considered to be the measurement taken at the narrowest point beneath the split.

Dripline - Area of ground located under a tree bounded by the extent of the branches.

Person - Any person, firm, partnership, association, corporation, company, or organization of any kind including public utilities.

Public Shade Tree - Any tree described in M.G.L. c. 87 § 1.

Prune - Remove branches or roots from a tree or other plant.

Setback Tree - Any tree planted on adjoining property as described in M.G.L. c. 87 § 7.

Significant Tree - Any tree which is 75 years old or older, or which has a DBH of three feet or more on public or private property.

Tree Belt - Area within the street or roadway right-of way suitable for growing trees.

Tree Protection Zone - An area to be defined or approved for each individual tree by the City Forester surrounding the trunk of the tree intended to protect branches, roots, and soil, and to ensure the future tree health and stability.

Tree Removal - Any act that causes a tree to die or will cause a tree to die within a three (3) year period as determined in the reasonable opinion of the City Forester. The word "remove" and variations thereof, when capitalized and used in this Ordinance, shall refer to Tree Removal.

Tree Valuation - The value of any tree per **Section 368-8 Penalties** shall be calculated using the Reproduction Method Truck Formula Technique.

368-3 Applicability

The terms and provisions of this Ordinance shall apply to any proposed activity affecting a Public Shade Tree or Significant Tree as defined by 368-2, an activity affecting a City-owned tree, any activity on City property, and any activity that requires the issuance of a street occupancy permit. No street occupancy permit shall be issued by the City without it being determined that the proposed activity is in conformance with the provisions of this Ordinance.

368-4 City of Springfield Tree Replacement Fund.

Established

There is hereby established a City of Springfield Tree Replacement Revolving Fund which shall be held by the City Treasurer in an account administered by the Department of Parks, Buildings, and Recreation Management, Forestry Division in accordance with applicable provisions of the General Laws. Any fines, fees or other payments collected pursuant to this Ordinance shall be deposited in said Tree Replacement Fund, and shall be used solely for the purpose of buying, planting, and maintaining trees in the City, and administering the provisions of Massachusetts General Laws Chapter 87.

368-5 Regulation of Public Shade Trees

- A. **Duties under M.G.L. c. 87:** The Park Commission is hereby designated as the City's tree warden for purposes of M.G.L. c. 87 § 4. The Park Commission may delegate any or all of its duties under chapter 87 to the City Forester.
- B. **Wires in Contact with Trees**
 1. No electric wires, cables, guys, poles, cross arms, brackets, insulators or other wires or other fixtures of any type shall be attached to or come in contact with any Public Shade Tree or other tree City-owned tree without the prior consent of the City Forester.
 2. All wires, cables, guys and wire fixtures now attached to or in contact with such trees without the City's consent may be ordered removed by the City Forester in his sole discretion; the cost of such removal to be the responsibility of the Person owning such wires, cables or fixtures.
- C. **Cutting and Injuring Trees:** No Person shall cut down, Remove, Prune, trim branches, injure (including damage by vehicle) or destroy any Public Shade Tree or other City-owned

tree unless said Person has obtained a permit or approval to do so in accordance with this Ordinance.

D. Construction Activities

1. The City Forester shall be notified of any project impacting or occurring adjacent to a Public Shade Tree or other City-owned tree, such notification shall occur at the time of application for a new construction permit or street occupancy permit by the Building Commissioner's Office or Department of Public Works. See 368-5 § F for mitigation requirements for construction activities.
2. Adequate Tree Protection Zones as determined by the City Forester will be provided by any Person performing construction activities near a Public Shade Tree or other City-owned tree. Tree Protections Zones shall be in place prior to the commencement of work and remain in place until all work is complete. Excavation within the Tree Protection Zone must be reviewed and approved in advance by the City Forester.

E. Procedures

1. **Public Shade Tree Removal:** Any Person seeking to Remove a Public Shade Tree shall submit an application to the City Forester. Upon review, the City Forester shall determine if it is necessary to hold a public hearing on the applications at the expense of the applicant, in accordance with the provisions of M.G.L. c. 87. If Removal of the Public Shade Tree will comply with Section 368-5(F) of this Ordinance, the City Forester shall issue a permit for the Removal of such tree. The permit may specify schedules, terms, and conditions of Removal. The Public Shade Tree Removal Permit fee shall be \$25. The Public Shade Tree Removal Hearing fee shall be \$400. Objections to Tree Removal must be submitted in writing to the City Forester who will submit the objection to the Mayor for final approval or rejection of the Tree Removal.
2. **Public Shade Tree Pruning:** Any Person seeking to Prune or trim a Public Shade Tree shall submit an application to the City Forester. Upon review, the City Forester may issue a permit for approved work to be completed. The permit may specify schedules, terms, and conditions. The Public Shade Tree Pruning Permit fee shall be \$25.
3. **Planting of Trees on City-Owned Land:** Any Person seeking to plant a tree on City-owned land shall submit an application to the City Forester. Upon review, the City Forester may issue a permit for approved work to be completed. The permit may specify schedules, terms, and conditions. There shall be no fee for a Public Shade Tree Planting Permit.
4. **Stump Removal on City-Owned Land:** Any person seeking to remove a stump on City-owned land shall submit an application to the City Forester. Upon review, the City Forester may issue a permit for approved work to be completed. The permit may specify schedules, terms, and conditions. There shall be no fee for a Public Stump Removal Permit.

- F. **Mitigation:** A City-owned tree that is not a Public Shade Tree or Significant Tree shall not be Removed without prior written approval from the City Forester in consultation with the controlling authority of such City-owned land where the tree is situated. Upon review, the

City Forester may condition such approval on the applicant's satisfaction of Section 368-5(F)(1), 368-5(F)(2) or 368-5(F)(3). A Public Shade Tree shall not be Removed unless the procedures outlined in 368-5(E) and at least one of the following provisions are satisfied:

1. Replacement or Replanting of trees: Such replacement or replanting shall be on the basis of one (1) inch Caliper of new trees for each inch of DBH of tree(s) Removed, and each replanted tree must have a minimum Caliper of two (2) inches and be of a quality and variety approved by the City Forester. The replacement or replanting shall occur no later than twelve (12) months after issuance of the permit on public land deemed fit by the City Forester.; or
2. Payment in lieu of planting replacement tree(s): In lieu of planting a replacement tree(s) as provided in Section 368-5(F)(1), a Person who has applied to Remove a Public Shade Tree under Section 368-5(E) shall make a contribution to the City of Springfield Tree Replacement Fund in an amount equal to the cost to replace the tree. Such contribution shall be: \$50 per DBH inch of Public Shade Tree Removed; not already mitigated under Section 368-5(F)(1).; or
3. The applicant demonstrates, to the satisfaction of the City Forester, that the Removal of a Public Shade Tree does not adversely impact the interests identified in Section 368-1.

368-6 Regulation of Significant trees

- A. It is unlawful for any Person to cut, trim, Prune or Remove, in whole or in part, any Significant Tree, even if such Person is the owner of the fee in the land on which such tree is situated, except upon a permit in writing from the City Forester, and only to the extent of the terms and conditions of such permit.
- B. The City Forester shall grant such permit only upon a showing by a preponderance of the evidence that the continued present state of such tree endangers persons or property or is diseased or damaged.
- C. Each Person shall be responsible for ascertaining the age and diameter (DBH) of any tree prior to such Person cutting, trimming or Removing same.
- D. A Person who is aggrieved by the provisions of this section may apply directly to the Park Commission for a permit to cut, trim or Remove, in whole or in part, any Significant Tree which is otherwise protected under this section so long as such Commission, in the exercise of its discretion, is satisfied that such applicant would sustain a hardship, financial or otherwise, which outweighs any detriment to the public interest that would result in the application of this section. For the purpose of this section, "hardship" is the loss of an advantage. It may include, but is not limited to, a monetary advantage or the advantage to put property to a particular use.

368-7 Private Trees Impacting the Public Way

A Tree located on private property that has a defect that renders it, whole or in part, unsafe or inconvenient for ordinary travel within the Public Way, as determined by the City Forester, shall be made safe for such use by the owner of such tree within a reasonable time period as ordered by the City Forester. If ordered risk tree mitigation is not performed within allotted time, the City Forester

shall order the work to be completed by a pre-approved vendor of the City of Springfield at the cost of the property owner.

368-8 Penalties

- A. Any Person who Removes or Prunes a Public Shade Tree in violation of this Ordinance shall be fined up to \$500 per violation or up to triple damages of the valuation of the tree, as set forth in Massachusetts General Laws Chapter 242, § 7. Any Person with two or more Public Shade Tree violations of this Ordinance shall be subject to triple damages of the value of the tree, as set forth in Massachusetts General Laws Chapter 242, § 7. The Park Commission shall set the amount of the fine after considering the circumstances of the violation(s).
- B. Any Person who violates any other Section of this Ordinance shall be fined up to \$500 per violation or up to triple damages of the valuation of the tree, as set forth in Massachusetts General Laws Chapter 242, § 7. The Park Commission shall set the amount of the fine after considering the circumstances of the violation(s).
- C. Any Person assessed a fine under this Section may appeal the amount or validity of said fine to the Park Commission. Appeals shall be initiated by sending the Park Commission a written statement setting forth the basis of the appeal and the requested relief. Such written statement must be received by the Park Commission or its secretary or designated representative within 30 days of the date of the fine. The Park Commission may, in its discretion, act on the appellant's written appeal or schedule a public hearing on the appeal. The Park Commission may make rules and regulations governing the conduct of public hearings held under this Section, provided that such rules and regulations are consistent with this Ordinance and other applicable law. In disposing of an appeal, the Park Commission may: (1) uphold the fine; (2) alter the amount of the fine; or (3) dismiss the fine.

368-9 Severability

If any section, paragraph, or part of this by-law, is for any reason declared invalid or unconstitutional by any court, every other section, paragraph and part shall continue in full force and effect.

Be it ordained by the City Council of the City of Springfield, in session assembled, that the Code of Ordinances of the City of Springfield, is hereby amended by deleting Chapter 368, in its entirety, and replacing it with the following:

RESULT:	ADOPTED AS AMENDED [10 TO 0]
AYES:	Walsh, Allen, Delgado, Click-Bruce, Govan, Brown, Davila, Santaniello, Edwards, Perez
ABSENT:	Sean Curran, Tracye Whitfield, Michael A. Fenton