



CITY COUNCIL

City Clerk's Office 7/3/2024

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 July 8, 2024** at 07:00 PM.

City Clerk

Call to Order

7:00 PM Meeting called to order on July 8, 2024 at Hybrid Council Chamber, 36 Court Street, Springfield, MA.

Reports of Committee

Continued Items

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

Informational

- (1.) May Revenue Vs. Expenditure Report (Mayor Sarno)
- (2.) From re:2024 State Primary Election Warrant -

Petitions

- (3.) EVERSOURCE- Rencelau Street
- (4.) EVERSOURCE -Willard Avenue
- (5.) EVERSOURCE - Alton Street
- (6.) Allen Estates- Sewer Pipe
- (7.) EVERSOURCE - Sumner Avenue

Grants

- (8.) FY25 Municipal Community Mitigation Fund - No Match Required - \$2,864,800 (Mayor Sarno)
- (9.) FY24 MGC Transportation Construction Grant - No Match Required- \$1,500,000 (Mayor Sarno)
- (10.) State 911 Support & Incentive Grant - No Match - \$1,117,816.00 (Mayor Sarno)
- (11.) Order Accepting Mass Gaming Commission Grant Contract Amendment For \$1,210,383.40 to Reimburse Police Department FY25 Costs of Participation in the Gaming Enforcement Unit at MGM Springfield - No Match Required (Mayor Sarno)
- (12.) FY25 Council on Aging Grant - No Match Required \$427,854.00 (Mayor Sarno)

- (13.) Department of Mental Health Jail/Arrest Diversion Program - No Match Required - \$369,000 (Mayor Sarno)
- (14.) State 911 Training Grant - \$173,035.76 (Mayor Sarno)
- (15.) FY25 Local Consumer Aid Grant - No Match Required \$127,357.00 (Mayor Sarno)
- (16.) 2024 Quality Improvement Grant - No Match Required \$31,012.00 (Mayor Sarno)
- (17.) Parks - FY25 Healthy Summer Youth Jobs Grant - No Match Required - \$9,450 (Mayor Sarno)
- (18.) FY25 Springfield Library Foundation Artists at Work - No Match Required \$6,000.00 (Mayor Sarno)
- (19.) Springfield City Library Donation - \$500.00 (Mayor Sarno)
- (20.) Mason Square C-3 Community Engagement Sponsorship Award - \$500.00 (Mayor Sarno)
- (21.) Fire Department - Donation - \$25,000 - No Match Required (Mayor Sarno)
- (22.) BHN Donation - Police (Mayor Sarno)

Orders

- (23.) Special Act for Disability Retirement Benefits (Mayor Sarno)
- (24.) Transfer - Stabilization Reserve to City Retirement Account - \$500,000.00 (Mayor Sarno)
Transfer - Stabilization Reserve to City Retirement Account - \$500,000.00
- (25.) Chapter 268 of the Acts of 2022 Economic Development Bill Earmark - No Match Required - \$500,000 (Mayor Sarno)
- (26.) Appropriation Order for Taking Damages for Nine (9) Properties on Liberty Street \$634,000.00 (Mayor (Mayor Sarno)
- (27.) Order of Taking of Land for Community Preservation (Mayor Sarno)
- (28.) Collective Bargaining Agreement Ratification - American Federation of State, County and Municipal Employees - (AFSCME) Local 1596A (Mayor Sarno)

Ordinances

- (29.) (ID # 8131) - Amentdment to Article V of Chapter 385 of the Ordinances of the City of Springfield



City Council

TABLED

Meeting: 07/08/24 07:00 PM
Initiator: Ciara Hanlon
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8020

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: 07/08/24 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8120

1

May Revenue Vs. Expenditure Report (Mayor Sarno)

Statement of Revenues and Other Sources,
and Expenditures and Other Uses
Budget and Actual - General Fund

For the period ended
05/31/24

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	254,357,638	249,430,331	(4,927,307)	98
Real Estate & Personal Property Taxes - Tax Liens	-	1,184,209	1,184,209	0
Motor Vehicle Excise	12,100,000	13,042,605	942,605	108
Penalties, interest and other taxes	22,246,182	14,803,338	(7,442,843)	67
Charges for Services	15,132,093	11,946,861	(3,185,232)	79
Intergovernmental	551,257,710	456,770,471	(94,487,239)	83
Licenses and Permits	5,313,100	5,220,506	(92,594)	98
Fines and Forfeits	522,183	384,271	(137,912)	74
Interest earned on Investments	3,112,168	8,540,089	5,427,921	274
Miscellaneous	8,260,155	9,192,319	932,164	111
FY 2023 Net School Spending Shortfall (a.)	21,189,516	21,189,516	-	100
Stabilization Reserves/Transfers in	2,049,066	2,284,816	235,750	112
Other Financing Sources - Free Cash	8,134,376	8,134,376	-	100
Free Cash to Reduce Tax Rate	7,000,000	7,000,000	-	100
Total Revenues and Other Sources	910,674,187	809,123,707	(101,550,479)	89
Expenditures and Other Uses:				
General government	30,680,880	26,843,575	3,837,306	87
Public safety				
Police	60,223,740	54,238,285	5,985,455	90
Fire	30,031,981	26,626,748	3,405,233	89
Centralized Dispatch	2,252,925	1,741,668	511,257	77
Other	5,055,932	4,158,089	897,843	82
Health and Welfare	4,627,354	3,492,641	1,134,713	75
Public works	12,369,901	11,126,328	1,243,573	90
Education	611,723,631	508,034,864	103,688,767	83
Culture and recreation	18,649,230	16,265,040	2,384,191	87
Pension and fringe	96,378,091	90,764,944	5,613,147	94
State and district assessments	3,727,213	3,135,018	592,195	84
Debt Service	23,034,501	21,634,728	1,399,773	94
Pay as you go Capital	4,652,045	2,965,729	1,686,315	64
Other Financing Use - Trash Enterprise Supplement	7,266,762	7,266,762	-	100
Total Expenditures and Other Uses	910,674,187	778,294,419	132,379,768	85
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	30,829,289	30,829,289	

Attachment: May Revenue Vs. Expenditure Report (8120 : May Revenue Vs. Expenditure Report)

(a.) The FY 2023 Net School Spending Requirement shortfall must be appropriated in the School Budget pursuant to Chapter 70. Section 11 of the Education Reform Act of 1993.

CITY OF SPRINGFIELD, MASSACHUSETTS
Budget and Actual - General Fund
Expenditures and Encumbrances
For the period ended
05/31/24

Expenditures and Other Uses:

	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	27,964,224	2,716,656	30,680,880	25,057,613	1,785,962	3,837,306	87%
Public safety							
Police	57,734,692	2,489,048	60,223,740	53,541,320	696,965	5,985,455	90%
Fire	27,531,981	2,500,000	30,031,981	26,443,198	183,550	3,405,233	89%
Centralized Dispatch	2,252,925	-	2,252,925	1,711,742	29,926	511,257	77%
Other	5,155,932	(100,000)	5,055,932	4,014,674	143,415	897,843	82%
Health and Welfare	4,747,354	(120,000)	4,627,354	3,387,025	105,615	1,134,713	75%
Public works	12,469,901	(100,000)	12,369,901	10,806,738	319,590	1,243,573	90%
Education	587,798,386	23,925,245	611,723,631	470,937,239	37,097,625	103,688,767	83%
Culture and recreation	17,178,902	1,470,328	18,649,230	15,342,325	922,715	2,384,191	87%
Pension and fringe	96,438,091	(60,000)	96,378,091	90,683,504	81,440	5,613,147	94%
State and district assessments	3,687,213	40,000	3,727,213	3,069,330	65,688	592,195	84%
Debt Service	23,034,501	-	23,034,501	21,634,728	-	1,399,773	94%
Pay as you go Capital	4,652,045	-	4,652,045	1,828,577	1,137,153	1,686,315	64%
Other Financing Use - Trash Enterprise Supplement	7,266,762	-	7,266,762	7,266,762	-	-	100%
Total Expenditures and Other Uses	877,912,910	32,761,277	910,674,187	735,724,774	42,569,645	132,379,768	85%

CITY OF SPRINGFIELD, MASSACHUSETTS

Yearly Comparision Revenue Vs. Expenditures
For the period ended
05/31/24 vs 05/31/23

<u>Revenues and Other Sources:</u>	<u>FY 2024</u> <u>Actual</u>	<u>FY 2023</u> <u>Actual</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>Comments</u>
Real Estate & Personal Property Taxes	\$ 249,430,331	\$ 236,036,317	\$ 13,394,014	
Tax Liens	1,184,209	914,482	269,727	
Motor Vehicle Excise	13,042,605	11,738,527	1,304,078	
Penalties, interest and other taxes	14,803,338	14,098,903	704,436	
Charges for Services	11,946,861	13,481,089	(1,534,227)	
Intergovernmental	456,770,471	463,671,070	(6,900,599)	FY 24 May Payment received on June 4th
Licenses and Permits	5,220,506	4,985,217	235,288	
Fines and Forfeits	384,271	435,963	(51,693)	
Interest earned on Investments	8,540,089	4,857,269	3,682,820	Higher interest rates in Fiscal Year 2024.
Miscellaneous	9,192,319	5,622,007	3,570,312	MGM Community Development Fund Payment Received in FY 2024.
Net School Spending Shortfall	21,189,516	20,268,253	921,263	
Stabilization Reserves	2,284,816	-	2,284,816	
Free Cash to Reduce the Tax Rate	7,000,000	10,000,000	(3,000,000)	
Other Financing Sources	8,134,376	11,696,225	(3,561,849)	
Total Revenues and Other Sources	809,123,707	797,805,322	11,318,385	

Expenditures and Other Uses:

General government	26,843,575	26,117,191	726,384	
Public safety				
Police	54,238,285	52,113,801	2,124,485	
Fire	26,626,748	22,378,108	4,248,640	
Centralized Dispatch	1,741,668	1,658,773	82,895	
Other	4,158,089	4,069,685	88,404	
Health and Welfare	3,492,641	3,343,727	148,914	
Public works	11,126,328	10,986,714	139,615	
Education	508,034,864	469,050,559	38,984,305	Increase in Ch. 70 Funding from FY 2023
Culture and recreation	16,265,040	13,568,412	2,696,628	
Pension and fringe	90,764,944	83,668,267	7,096,677	Increase in Pension Payment.
State and district assessments	3,135,018	3,575,003	(439,985)	
Debt Service	21,634,728	26,425,665	(4,790,937)	Decrease in LTD Payments
Pay as you go Capital	2,965,729	2,083,571	882,158	
Trash Enterprise Supplement	7,266,762	6,165,593	1,101,169	Increase in GF Trash Supplement
Total Expenditures and Other Uses	778,294,419	725,205,068	53,089,351	

Totals	\$ 30,829,289	\$ 72,600,254	\$ (41,770,965)
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Attachment: May Revenue Vs. Expenditure Report (8120 : May Revenue Vs. Expenditure Report)



City Council

SCHEDULED

Meeting: 07/08/24 07:00 PM
Initiator: Chelsea D Parmentier
Sponsors: City Clerk Gladys Oyola-Lopez
DOC ID: 8141

2

2024 State Primary Election Warrant

By the City Council of the City of Springfield, Massachusetts:
Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED:

That the , be and it is hereby granted a location for and permission to

2024 State Primary Election Warrant

Also that permission be and hereby granted said {ResUserUserLookup1} to complete the above request.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on July 8, 2024

City Clerk

We hereby certify that on , at , at a public hearing was held on the petition of the for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the July 8, 2024, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk

**COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH**

WARRANT FOR 2024 STATE PRIMARY

SS.

To the Constables of the City of Springfield

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at:

Wards 1-8

See Attached Polling Location List

On **TUESDAY, THE THIRD DAY OF SEPTEMBER, 2024**, from 7:00 A.M. to 8:00 P.M. for the following purpose: To cast their votes in the State Primaries for the candidates of political parties for the following offices:

SENATOR IN CONGRESS
REPRESENTATIVE IN CONGRESS
COUNCILLOR
SENATOR IN GENERAL COURT
SENATOR IN GENERAL COURT
REPRESENTATIVE IN GENERAL COURT
REPRESENTATIVE IN GENERAL COURT
REPRESENTATIVE IN GENERAL COURT
REPRESENTATIVE IN GENERAL COURT
REPRESENTATIVE IN GENERAL COURT
CLERK OF COURTS
REGISTER OF DEEDS

For this Commonwealth
FIRST DISTRICT
EIGHTH DISTRICT
HAMPDEN DISTRICT
HAMPDEN, HAMPSHIRE & WORCESTER DISTRICT
SECOND HAMPDEN DISTRICT
NINTH HAMPDEN DISTRICT
TENTH HAMPDEN DISTRICT
ELEVENTH HAMPDEN DISTRICT
TWELTH HAMPDEN DISTRICT
HAMPDEN COUNTY
HAMPDEN COUNTY

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.
Given under our hands this 8 day of July, 2024.

City Council of: Springfield

Posted on the Official Bulletin Board of the Office of the City Clerk and on the City's Website

A True Copy Attested

Gladys Oyola-Lopez – City Clerk

July 8, 2024

Warrant must be posted by **July 27, 2024** (at least seven days prior to the **September 3, 2024** State Primary).

Attachment: State Primary Election Warrant 2024 (8141 : 2024 State Primary Election Warrant)

2024 STATE PRIMARY EARLY VOTING CALENDAR CITY OF SPRINGFIELD

DATE	LOCATION 1	LOCATION 2
Saturday, August 24, 2024	City Hall Only 36 Court St., Room 8 9:00am-5:00pm	Greenleaf 1187 ½ Parker St 9am-4pm
Sunday, August 25, 2024	City Hall Only 36 Court St., Room 8 9:00am-5:00pm	
Monday, August 26, 2024	City Hall 36 Court St., Room 8 8:30am-4:00pm	
Tuesday, August 27, 2024	CITY HALL 36 Court St., Room 8 8:30am-4:00pm	Ray Jordan Senior Center 1476 Roosevelt Ave 9am-4pm
Wednesday, August 28, 2024	CITY HALL 36 Court St., Room 8 8:30am-4:00pm	
Thursday, August 29, 2024	CITY HALL 36 Court St., Room 8 8:30am-6:00pm	
Friday, August 30, 2024	City Hall 36 Court St., Room 8 8:30a-4p	

Attachment: Early Voting Calendar State Primary 2024 (8141 : 2024 State Primary Election Warrant)

CITY OF SPRINGFIELD

2024 Polling Locations

WARD 1

A.	RIVERVIEW ADMINISTRATION BLDG	82 DIVISION STREET
B.	RIVERVIEW ADMINISTRATION BLDG	82 DIVISION STREET
C.	NORTH END YOUTH CENTER	1772 DWIGHT STREET
C1.	NORTH END YOUTH CENTER	1772 DWIGHT STREET
D.	BAYSTATE PLACE.....	414 CHESNUT STREET
D1.	BAYSTATE PLACE.....	414 CHESNUT STREET
E.	BAYSTATE PLACE.....	414 CHESNUT STREET
F.	HOBBY CLUB	309 CHESTNUT STREET
G.	FIRE DEPT. HEADQUARTERS	605 WORTHINGTON STREET
H.	THE GOOD LIFE CENTER	1600 EAST COLUMBUS AVE

WARD 2

A.	SPRINGFIELD BOYS AND GIRLS CLUB	481 CAREW STREET
B.	SPRINGFIELD BOYS AND GIRLS CLUB	481 CAREW STREET
C.	SPRINGFIELD BOYS AND GIRLS CLUB	481 CAREW STREET
D.	VAN SICKLE SCHOOL, GYM	1170 CAREW STREET
E.	VAN SICKLE SCHOOL, GYM	1170 CAREW STREET
F.	SAFETY COMPLEX	1212 CAREW STREET
G.	BOWLES SCHOOL	24 BOWLES PARK
H.	VAN SICKLE SCHOOL, GYM	1170 CAREW STREET

WARD 3

A.	MASON WRIGHT, ACTIVITY ROOM	74 WALNUT STREET
B.	GENTILE APARTMENTS, COMMUNITY RM.....	85 WILLIAM STREET
C.	GENTILE APARTMENTS, COMMUNITY RM	85 WILLIAM STREET
D.	JC WILLIAMS COMMUNITY CTR	116 FLORENCE STREET
E.	JC WILLIAMS COMMUNITY CTR	116 FLORENCE STREET
F.	HOLY NAME CHURCH/SOCIAL CENTER	323 DICKINSON STREET
G.	HOLY NAME CHURCH/SOCIAL CENTER	323 DICKINSON STREET
H.	HOLY NAME CHURCH/SOCIAL CENTER	323 DICKINSON STREET

WARD 4

A.	REBECCA M. JOHNSON SCHOOL	55 CATHARINE STREET
B.	REBECCA M. JOHNSON SCHOOL	55 CATHARINE STREET
C.	MASON SQUARE LIBRARY	765 STATE STREET
D.	HIGHLAND HOUSE	250 OAK GROVE AVENUE
E.	MASON SQUARE FIRE STATION	33 EASTERN AVENUE
F.	AIC - KAREN SPRAGUE ARTS CTR.....	1053 STATE ST (Corner of Homer St)
G.	INDEPENDENCE HOUSE	1475 ROOSEVELT AVENUE
H.	AIC – KAREN SPRAGUE ARTS CTR	1053 STATE ST (Corner of Homer St)

WARD 5

- A. HIGH SCHOOL OF SCIENCE & TECHNOLOGY, GYM1250 STATE ST (ALTON ST)
- B. HIGH SCHOOL OF SCIENCE & TECHNOLOGY, GYM1250 STATE ST (ALTON ST)
- C. MARY LYNCH SCHOOL 315 NORTH BRANCH PARKWAY
- C1. MARY LYNCH SCHOOL 315 NORTH BRANCH PARKWAY
- D. GREENLEAF COMMUNITY CENTER 1187 ½ PARKER STREET
- E. PINE POINT LIBRARY204 BOSTON ROAD
- F. DUGGAN SCHOOL 1015 WILBRAHAM ROAD
- G. GREENLEAF COMMUNITY CENTER1187 ½ PARKER STREET
- H. CHURCH IN THE ACRES 1383 WILBRAHAM ROAD

WARD 6

- A. FOREST PARK MIDDLE SCHOOL(GYM) 46 OAKLAND ST
- B. FOREST PARK MIDDLE SCHOOL (GYM)46 OAKLAND ST
- C. FOREST PARK COMMUNITY ROOM 25 BARNEY LANE
- D. ALICE BEAL SCHOOL 285 TIFFANY STREET
- D1. ALICE BEAL SCHOOL 285 TIFFANY STREET
- E. HOLY NAME CHURCH/SOCIAL CENTER 323 DICKINSON STREET
- F. ALICE BEAL SCHOOL 285 TIFFANY STREET
- G. MLK CHARTER SCHOOL 285 DORSET STREET
- H. MLK CHARTER SCHOOL 285 DORSET STREET

WARD 7

- A. MARY DRYDEN SCHOOL 190 SURREY ROAD
- A1. MARY DRYDEN SCHOOL 190 SURREY ROAD
- B. FREDERICK HARRIS SCHOOL 58 HARTFORD TERRACE
- B1. FREDERICK HARRIS SCHOOL 58 HARTFORD TERRACE
- C. FREDERICK HARRIS SCHOOL 58 HARTFORD TERRACE
- D. TALMADGE SCHOOL 1395 ALLEN STREET
- E. BRUNTON SCHOOL 1801 PARKER STREET
- F. KILEY MIDDLE SCHOOL 180 COOLEY STREET
- G. BRUNTON SCHOOL 1801 PARKER STREET
- H. GLICKMAN SCHOOL 120 ASHLAND AVENUE
- H1. GLICKMAN SCHOOL 120 ASHLAND AVENUE

WARD 8

- A. MARY MOTHER OF HOPE CHURCH (ST. MARY'S) 840 PAGE BLVD
- B. MARY LYNCH SCHOOL 315 NORTH BRANCH PARKWAY
- B1. MARY LYNCH SCHOOL 315 NORTH BRANCH PARKWAY
- C. CENTRAL HIGH SCHOOL 1840 ROOSEVELT AVENUE
- D. JOHN F. KENNEDY MIDDLE SCHOOL 1385 BERKSHIRE AVENUE
- E. INDIAN ORCHARD CITIZENS COUNCIL 117 MAIN ST (INDIAN ORCHARD)
- F. JOHN F. KENNEDY MIDDLE SCHOOL 1385 BERKSHIRE AVENUE
- G. WARNER SCHOOL 493 PARKER STREET
- G1. WARNER SCHOOL 493 PARKER STREET
- H. PINE POINT LIBRARY 204 BOSTON ROAD

POLLING PLACES SHALL BE OPEN FROM 7:00 AM TO 8:00 PM



City Council
36 Court Street
Springfield, MA 01103

Meeting: 07/08/24 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors:
DOC ID: 8112

SCHEDULED

PETITION (ID # 8112)

EVERSOURCE- Rencelau Street

ORDER FOR LOCATION OF UNDERGROUND CONDUIT

WHEREAS, The Board of Public Works, to which was referred the petition of Eversource-Gas to install underground gas facilities on Rencelau Street to upgrade to medium-pressure and retire low-pressure cast iron gas infrastructure.

WHEREAS, said petition Rencelau Street was referred to the Board of Public Works on May 17, 2024; and

WHEREAS, On May 23, 2024, a Notice of a Public Hearing on Rencelau Street to be held on June 11, 2024, was sent by mail, to all property owners abutting an affected road, various Departments, Utility Companies, etc before the day of the hearing and posted on two public bulletin board a copy of which is attached a hearing of the Board of Public Works was held as scheduled on-site with the petitioner and interested parties.

WHEREAS, on June 11, 2024, the Board of Public Works reported thereon that, after careful consideration of the petition of Rencelau Street to install underground gas facilities on Rencelau Street to upgrade to medium-pressure and retire low-pressure cast iron gas infrastructure. Starting with two (2") inches of pipe on Allen Street, running northerly direction eight hundred forty-one (841') feet to Sumner Avenue; as substantially shown on a plan attached with the project name:

Rencelau Street

consisting of six (6) sheets, which plan is incorporated herein by reference and is on file in the office of the Engineering Division of the Department of Public Works, Springfield, Massachusetts.

WHEREAS, the petition Rencelau Street came before the City Council for a Public Hearing on this date,

NOW, THEREFORE, BE IT ORDERED:

1. That due care for public safety is exercised during construction including but not limited to the use of a police officer(s) for traffic control if necessary.
2. That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.

3. That care be taken during said construction not to damage any underground services.
4. That the construction site be returned to the same condition as found or better.
5. Said company shall indemnify and save harmless against all damages, costs, and expenses whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.
6. In addition, said company shall, before a public way is disturbed for the laying of its wire or conduit, execute its bond in the penal sum of Ten Thousand Dollars (\$10,000) conditioned for the faithful performance of its duties under this permit.
7. Said company shall comply with the requirements of existing Ordinances and orders and comply with any changes in Ordinances and orders as may hereafter be adopted by the Mayor and Council governing the construction and maintenance of buried cable, conduits, and wires.
8. Any sidewalks that are damaged or removed will be replaced in kind and accordance with the City of Springfield's Standard Specifications.
9. Ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.
10. Any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.
11. That all proposed silo, manhole, and hex-hole covers will conform to and be compatible with an established street, tree belt, or sidewalk grades with suitable non-skid covers when in the sidewalk area.
12. The Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of the pipe.
13. That asphalt trench restoration be done in accordance with the City of Springfield DPW requirements.
14. That all conditions outlined in the respective order are complied with.

CITY OF SPRINGFIELD, MASSACHUSETTS

June 11, 2024

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF SPRINGFIELD:

The Board of Public Works, to which was referred the petition of the Eversource-Gas of Massachusetts, dated May 17, 2024, to install underground gas facilities on Rencelau Street to upgrade to medium-pressure and retire low-pressure cast iron gas infrastructure. Starting with two (2") inches of pipe on Allen Street, running northerly direction eight hundred forty-one (841') feet to Sumner Avenue; as substantially shown on a plan attached with the project name: Rencelau Street is incorporated herein by reference and to lay and maintain underground gas main pipes for improvements of the system reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977, the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on June 11, 2024, at 3:30 P.M. at the corner of Rencelau St. and Allen Street in Springfield, MA, after due notice from the office of the City Clerk. two (2) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor and no one (0) voted against.

The Board finds the request necessary so that the utility company can upgrade existing underground facilities to improve the quality of service in the area.

After careful consideration, the Board recommends the petition be granted provided:

That due care for public safety is exercised during construction including but not limited to the use of a police officer(s) for traffic control if necessary.

That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.

That care be taken during said construction not to damage any underground services.

That the construction site be returned to the same condition as found or better.

Said company shall indemnify and save harmless against all damages, costs, and expenses whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.

Attachment: Report City Council Rencelau St. (8112 : EVERSOURCE- Rencelau Street)

In addition, said company shall, before a public way is disturbed for the laying of its wire or conduit, execute its bond in the penal sum of Ten Thousand Dollars (\$10,000) conditioned for the faithful performance of its duties under this permit.

Said company shall comply with the requirements of existing Ordinances and orders and comply with any changes in Ordinances and orders as may hereafter be adopted by the Mayor and Council governing the construction and maintenance of buried cable, conduits, and wires.

Any sidewalks that are damaged or removed will be replaced in kind and accordance with the City of Springfield's Standard Specifications.

Ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.

Any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.

That due care be exercised not to unnecessarily damage any public shade trees located within the construction area.

The Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of the pipe.

That all conditions outlined in the respective order are complied with.

_____)

_____ Jack Daponde)

_____ John J. Fitzgerald)

BOARD OF PUBLIC WORKS

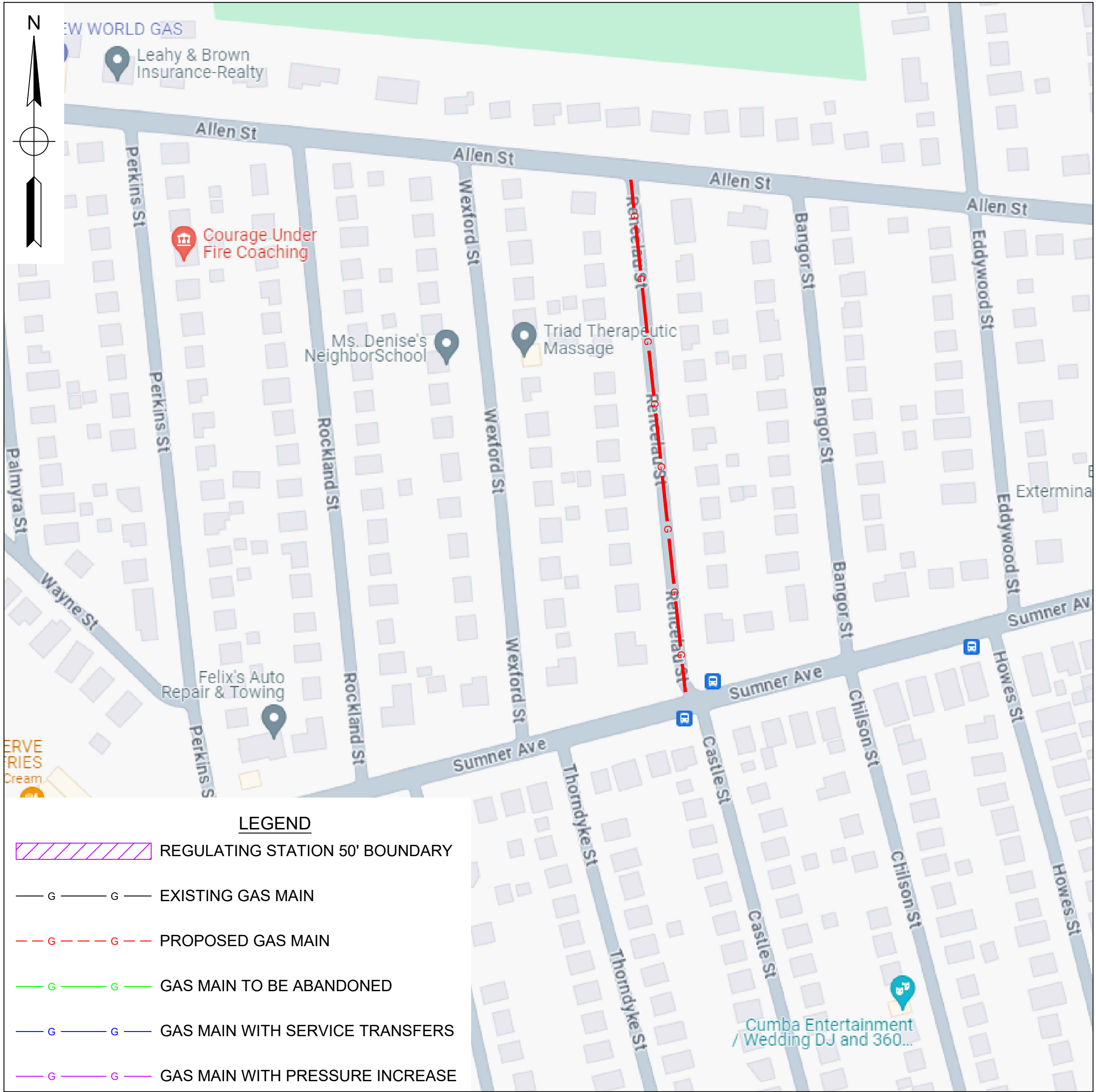
Rencelau St - IFP Rev0.dwg

EGMA DRAWING TEMPLATE - 02-09-2023

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TABLE OF CONTENTS

SHEET #	TITLE
01 OF 06	COVER SHEET
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06 OF 06	PROJECT LOCATION PLAN



WORK SCOPE

PROJECT SUMMARY TABLE				
INSTALLATION INFORMATION				
Work Type	LENGTH (FT)	SIZE (IN)	MAOP	MATERIAL
INSTALL	841'	2"	60 PSIG	HDPE
INSTALLATION TOTAL			841'	
UPRATE/RETEST TOTAL			0'	

PROJECT SUMMARY TABLE			
ABANDONMENT INFORMATION			
LENGTH (FT)	SIZE (IN)	MAOP	ABANDONMENT CLASS
911'	6"	14" WC	CI-(GSEP)
GSEP ABANDONMENT SUBTOTAL		911'	
NON-GSEP ABANDONMENT SUBTOTAL		0'	
ABANDONMENT TOTAL		911'	

RENCELAU ST - ENCROACHMENT, SPRINGFIELD, MA
PROJECT #24EG197
WORK ORDER #17444598

ISSUED FOR PERMIT



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FIELD VERIFY DIMENSIONS
PRIOR TO PIPE FABRICATION

0	ISSUED FOR PERMIT	5/17/24	KMQ/BR
No.	Description	Date	Dw/Ck
Revision/Status			
EVERSOURCE ENERGY			
RENCELAU ST - ENCROACHMENT, SPRINGFIELD, MA			
PROJECT # 24EG197 / WORK ORDER # 17444598			
COVER SHEET			
SCALE:1"=20' ON 22"X34"		SHEET 01 OF 06	
Drawn by / Date	Checked by / Date	Drawing Number	Rev. No.
KMQ / 5/17/2024	BR / 5/17/2024	MA-SPR-PIP-24-068-01	0

GENERAL NOTES:

- A.

IF ANY OF THE FOLLOWING OCCUR A DRAWING REVISION IS REQUIRED AND MUST BE APPROVED AND/OR STAMPED BY THE ENGINEER OF RECORD. CHANGES CAN BE APPROVED AND/OR STAMPED BY A PROJECT ENGINEER, BUT THE ENGINEER OF RECORD MUST BE INFORMED.
1.

IF THE TIE IN POINT MOVES TO A DIFFERENT SEGMENT OF PIPE THAN SHOWN.
2.

IF A CHANGE IN THE LOCATION OF VALVES IS REQUIRED.
3.

IF THERE IS ANY CHANGE TO WHAT IS SHOWN ON THE DRAWING WITHIN 50 FT OF A PRESSURE REGULATING STATION, DISTRICT REGULATOR, OR GATE STATION.
4.

IF A CHANGE IN PIPE SIZE, MATERIAL, OR WALL THICKNESS IS REQUIRED.
5.

ALTERNATE FITTINGS THAT ARE ACCEPTABLE FOR ANY TIE-IN DETAIL WILL BE CALLED OUT IN THE DRAWING. FITTING CHANGES NOT SHOWN AS ALTERNATIVES ON THE DRAWING WILL NEED TO FOLLOW THE DRAWING CHANGE PROCESS CONTAINED IN SECTION V.D.
- B.

CONSTRUCTION DRAWINGS, LOCATIONS OF EXISTING UTILITIES, UNDERGROUND STRUCTURES AND WORK LOCATIONS ARE BASED ON BEST AVAILABLE INFORMATION BUT HAVE NOT BEEN FIELD VERIFIED.
- C.

ALL WORK, MATERIAL AND CONSTRUCTION SHALL BE PERFORMED AND COMPLETED IN COMPLIANCE WITH ALL PERMITS AND APPROVALS PER EVERSOURCE, LOCAL, STATE, OSHA AND FEDERAL REGULATIONS AND STANDARDS.
- D.

ALL LIVE GAS WORK EXCEPT SERVICE SIZE TAPS, INCLUDING BUT NOT LIMITED TO TAPPING OF FITTINGS ON LIVE MAINS, STOPPING, MANIPULATING VALVE, ABANDONMENT, SHALL BE PERFORMED BY, OR AT THE DIRECTION AND UNDER THE DIRECT SUPERVISION OF EVERSOURCE GAS PERSONNEL AND IN ACCORDANCE WITH THE WRITTEN PROCEDURE. DRAWING CHANGES MAY ALSO REQUIRE A CHANGE TO THE PROCEDURE.
- E.

EXCAVATOR IS REQUIRED TO PROTECT EXISTING UTILITIES, STRUCTURES, LANDSCAPES FEATURES, SIGNAGE, CURBS, ETC. CARE SHOULD BE TAKEN NOT TO DISTURB OR DAMAGE SUCH ITEMS. ROADWAY, SIDEWALKS, AND GRASS DISTURBED SHALL BE RESTORED TO THE SATISFACTION OF THE CITY OR TOWN. PLANT BEDS WILL BE RELOCATED TO THEIR EXISTING REGULAR LOCATION.
- F.

ALL TRAFFIC CONTROL SHALL CONFORM TO THE LATEST EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), INCLUDING ALL REVISIONS AND ADDENDA. ALL TRAFFIC CONTROL DEVICES WILL BE SUPPLIED BY EXCAVATOR.

WARNING:
FOR LP SYSTEMS (≤2 PSIG), **DO NOT USE** VENT STACKS LARGER THAN THOSE LISTED IN TABLE 3. DOING SO MAY CAUSE THE EXIT VELOCITY OF THE PURGE GASSES OUT OF THE STACK TO DROP BELOW THE RATE OF FLAME TRAVEL. IF VENT GASSES BECOME IGNITED, THE FLAME COULD TRAVEL BACK THROUGH THE VENT STACK, INTO THE MAIN.

TABLE 3 - REQUIRED VENT STACK SIZES FOR MAINS		
PIPELINE TO BE PURGED - NOMINAL SIZE (INCHES)	PURGE GAS INJECTION FLOW RATE (CFM), MINIMUM	REQUIRED VENT STACK SIZE
1 ¼	5	1-INCH
1 ½	5	1-INCH
2	10	1-INCH
3	10	1-INCH
4	15	1-INCH
6	30	2-INCH(1)
8	60	2-INCH(1)
10	100	2-INCH(1)
12	150	2-INCH(1)
16	275	2-INCH
18	370	2-INCH

- NOTE:
1.

WHEN PURGING A PRESSURIZED SYSTEM (MAOP>2 PSIG) **INTO** SERVICE, A 1-INCH NOMINAL VENT STACK CAN BE UTILIZED, IF DESIRED.
2.

WITHIN THE VENT STACK ASSEMBLIES, TWO TYPES OF "LOCALIZED REDUCTIONS" ARE PERMITTED AND SPECIFICALLY INCLUDE: THE TAP HOLE IN THE MAIN AND THE REDUCED SIZE OF THE PORT IN THE VENT STACK/ISOLATION VALVE.

•

FOR 1-INCH NOMINAL VENT STACKS THE TAP/PORT CAN BE AS SMALL AS ¾"; AND

•

FORE THE 2-INCH NOMINAL VENT STACKS THE TAP/PORT CAN BE AS SMALL AS 1 ¼".
3.

THE BALANCE OF THE VENT STACK ASSEMBLY SHALL BE CONSTRUCTED USING PIPE AND FITTINGS OF THE NOMINAL SIZE OF THE SPECIFIED VENT STACK.



OVERVIEW KEY MAP
NOT TO SCALE

ISSUED FOR PERMIT



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Know what's below.
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FIELD VERIFY DIMENSIONS
PRIOR TO PIPE FABRICATION

RENCELAU STREET, SPRINGFIELD			COMPLETE BOM	
REQUIRED BILL OF MATERIALS				
Item Number	Maximo Part Number	Description	Quantity	Units
377	505818	ANODE,BAG, 2.5 X 2.5 X 4.5 IN, 10 FT LG, 3 LB, MAGNESIUM, Alternate IN 577776	2	EA
370	513679	CABLE, INSULATED, MDP, #12 AWG, 7 STR, YELLOW, POLYETHYLENE-30, SOFT DRAWN CU, 500 FT/RL, FOR USED AS PIPE LOCATOR	841	FT
8	542572	CAP,PIPE, 2 IN IPS SDR 11, BUTT END, POLYETHYLENE, P100	1	EA
230	542982	CLAMP,PIPE, REPAIR, 6 IN CIP, SS, W/1-1/4 NPT TAP, FOR 6.84 - 7.24 IN PIPE	3	EA
72	546256	FITTING, TRANSITION, 2 IN IPS CS X 2 IN IPS, PE4710, SDR 11, STEEL WELD X PLASITC, BUTT WELD	1	EA
359	554877	PLUG,PIPE, SQUARE HEAD, SOLID, 1-1/4 IN, THREADED END, BLACK IRON, ANSI B1.20.1	3	EA
361	554878	PLUG,PIPE, SQUARE HEAD, SOLID, 2 IN, THREADED END, BLACK IRON, ANSI B1.20.1	8	EA
33	562087	VALVE,BALL, 2 IN IPS, POLYETHYLENE, SDR 11, BUTT WELD, W/ FULL PORT OPENING	2	EA
368	565814	TAPE,WARNING, MARKED BURIED GAS LINE, 4 MIL, 1000 FT ROLL, 6 IN W, YELLOW, ISSUE EACH ROLL AS 1, T-01-A00,	1	RL
379	577776	ANODE,BAG, 17 LB NET, HIGH POTENTIAL MAGNESIUM, W/ 10 FT #10 AWG TW ORANGE LEAD WIRE, PACKED IN CARDBOARD BOX 42 LB TOTAL WEIGHT	3	EA
232	578022	FITTING,CLAMP, SERVI-SEAL REPAIR, 6 IN DIA, 9 IN LG, W/ 2 IN OUTLET, FOR CAST IRON PIPE	8	EA
3	592668	PIPE, 2 IN IPS X 0.216 IN THK WALL SDR 11, 2.375 IN OD, 350 FT LG COIL, POLYETHYLENE, PE3408/PE100	841	FT
1660	602892	FITTING,TEE, 2 IN IPS X 1 IN IPS, ELECTROFUSION, HDPE, WITH BUTT FUSION OUTLET, HDPE, BLACK, ASTM F1055	1	EA
296	610060	TEE, NON-BLOWING, FOR VALVE, 2 IN TEE OUTLET X 2 IN MAIN, WELDED, 250 PSIG, W/ CI CAP, CMA 44788502	1	EA
43	610062	BOX VALVE, EXTENTION, 18 X 24 IN LONG, CMA 4232860	2	EA
488	610264	NIPPLE,PIPE, NON-BLOWING, DRILL, 1-1/4 IN X 3 IN, WELDED, 1440 PSIG, CMA 2485855	1	EA
238	610399	FITTING,CAP, LINE, INSULATED, 6 IN, 6.90 IN OD, CI, W/ ANODE, FOR CI PIPE, CMA 21128001	4	EA
47	611123	BOX, CP TEST, 5 IN, 18 IN SHAFT LENGTH, TERMINAL PLATE WALL THK 0.150 + - 0.015, ABS PLASTIC, W/ NON-LOCKING MAGNETIZED COVER, CMA 4232849	2	EA
1656	620089	FITTING,COUPLING, PIPE, LYCOFIT, 1 IN IPS SDR11, PLASTIC	1	EA
1653	620808	FITTING,CAP, LYCOFIT, 1 IN IPS SDR 11, PLASTIC, ASTM F1924	1	EA

0	ISSUED FOR PERMIT	5/17/24	KMQ/BR
No.	Description	Date	Dw/Ck
Revision/Status			
EVERSOURCE ENERGY			
RENCELAU ST - ENCROACHMENT, SPRINGFIELD, MA			
PROJECT # 24EG197 / WORK ORDER # 17444598			
NOTES			
SCALE:1"=20' ON 22"X34"		SHEET 02 OF 06	
Drawn by / Date	Checked by / Date	Drawing Number	Rev. No.
KMQ 5/17/2024	BR 5/17/2024	MA-SPR-PIP-24-068-02	0

DRAWING LEGEND

Gas Main Symbology

REGULATING STATION 50' BOUNDARY	
EXISTING GAS MAIN	
PROPOSED GAS MAIN	
GAS MAIN TO BE ABANDONED	
GAS MAIN WITH SERVICE TRANSFERS	
GAS MAIN WITH PRESSURE INCREASE	
RIGHT-OF-WAY	
ELECTRIC	
WATER LINE	
SEWER LINE	
TELEPHONE	
DRAIN LINE	
FENCE LINE	

Gas Main Material/Pressure Label References

MATERIAL CODES

CS*	Coated Steel Gas Main
CI*	Cast Iron Gas Main
BS*	Bare Steel Gas Main
WI*	Wrought Iron Gas Main
PH*	High Density Polyethylene Gas Main
PM*	Medium Density Polyethylene Gas Main
PRESSURE CODES	
*LP	Low Pressure (<0.5 PSIG or 14" W.C.)
*IP	Intermediate Pressure (>2 PSIG ≤ 10 PSIG)
*MP	Medium Pressure (>10 PSIG ≤ 60 PSIG)
*HP	High Pressure (>60 PSIG)

MISCELLANEOUS CODES

*.SER	Service
*.R	Riser
(TC)	Transmission Class
Gas Main Installation Method Label References	
AT	Attached
BH	Bridge Hanger
BLGH	Building Hanger
DB	Directional Bore
IS	Inserted
OC	Open Cut
PB	Pneumatic Bore
PL	Plowed
RT	Roof Top
(E)	Existing
(P)	Proposed

Gas Facility Symbology

	Gas Valve
	Critical Gas Valve
	(Gate - GV, Plug - PV, PE Ball - BP, ST Ball - BV)
	High Volume Tapping Tee
	Pressure Control Fitting - ShortStopp Tee
	Pressure Control Fitting - Spherical Tee
	Pressure Control Fitting - Mueller Bottom-out
	Pressure Control Fitting - Mueller Side-out
	Pressure Control Fitting - Mueller Flange Tee
	Pressure Control Fitting - ShortStopp
	Pressure Control Fitting - Mueller Stopper
	Polytapp Side Saddle Fitting
	Transition
	End Cap
	Riser
	Reducer
	Electronic Marker
	Flush-mounted Tracer Wire Station
	Post Pipeline Marker with Tracer Wire
	Gas Main Marker without Tracer Wire
	Test Well
	Regulator Station
	Single Customer Regulator
	Meter
	Meter with Regulator
	Test Point (Station)
	Gas Service Tie-over
	Gas Service Replacement
	Meter Move Out
Swing Tie Symbology	
	Telephone Manhole
	Drain Manhole
	Electric Manhole
	Catch Basis
	Sewer Manhole
	Fire Hydrant
	Utility Pole
	Property Marker
	Telephone Pedestal
	Television Pedestal
	Unknown Manhole
	Water Box
	Water Gate
	Electric Pedestal
	Iron Pin
	Light Pole
	INSIDE METER
	OUTSIDE METER

ISSUED FOR PERMIT



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FIELD VERIFY DIMENSIONS
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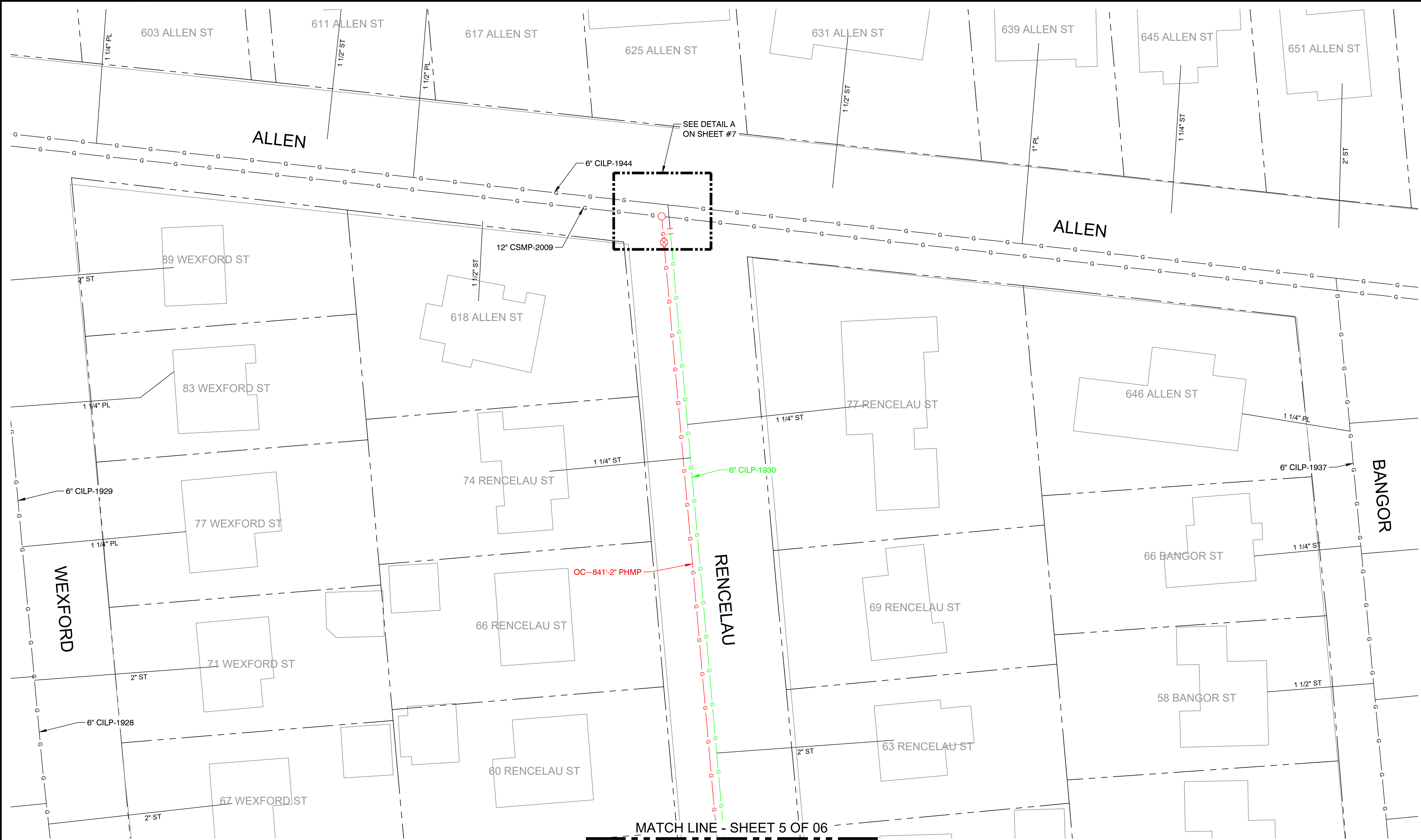
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No.	Description	Date	Dw/Ck
Revision/Status			
EVERSOURCE ENERGY			
RENCELAU ST - ENCROACHMENT, SPRINGFIELD, MA			
PROJECT # 24EG197 / WORK ORDER # 17444598			
LEGEND			
SCALE:1"=20' ON 22"X34"		SHEET 03 OF 06	
Drawn by / Date	Checked by / Date	Drawing Number	Rev. No.
KMQ 5/17/2024	BR 5/17/2024	MA-SPR-PIP-24-068-03	0

Rencelau St - IFP Rev0.dwg

EGMA DRAWING TEMPLATE - 02-09-2023

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May 15, 2024 - 2:25pm



KEY MAP
SCALE: N.T.S.



0	ISSUED FOR PERMIT	5/17/24	KMQ/BR
No.	Description	Date	Dw/Ck
Revision/Status			

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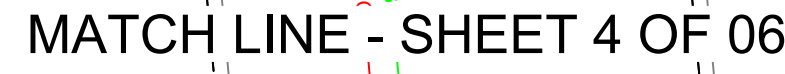
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PRIOR TO PIPE FABRICATION

EVERSOURCE ENERGY			
RENCELAU ST - ENCROACHMENT, SPRINGFIELD, MA			
PROJECT # 24EG197 / WORK ORDER # 17444598			
PROJECT LOCATION PLANS			
SCALE: 1"=20' ON 22"X34"			SHEET 04 OF 06
Drawn by / Date	Checked by / Date	Drawing Number	Rev. No.
KMQ 5/17/2024	BR 5/17/2024	MA-SPR-PIP-24-068-04	0



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Rencelau St - IFP Rev0.dwg

EGMA DRAWING TEMPLATE - 02-09-2023

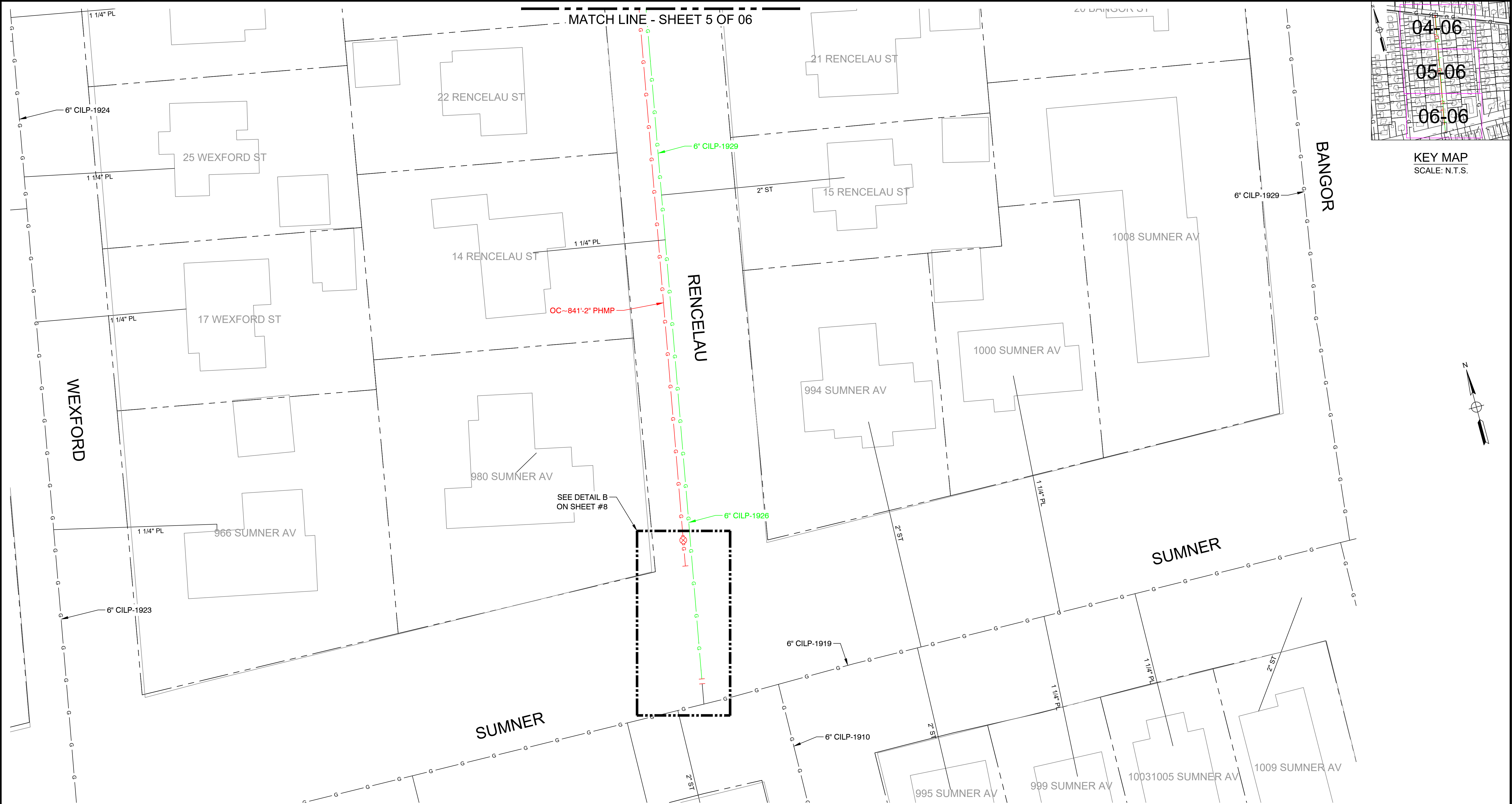
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May 15, 2024 - 2:25pm

Rencelau St - IFP Rev0.dwg

EGMA DRAWING TEMPLATE - 02-09-2023

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0	ISSUED FOR PERMIT	5/17/24	KMQ/BR
No.	Description	Date	Dw/Ck
Revision/Status			

ISSUED FOR PERMIT



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FIELD VERIFY DIMENSIONS
PRIOR TO PIPE FABRICATION

EVERSOURCE ENERGY			
RENCELAU ST - ENCROACHMENT, SPRINGFIELD, MA			
PROJECT # 24EG197 / WORK ORDER # 17444598			
PROJECT LOCATION PLANS			
SCALE: 1"=20' ON 22"X34"			SHEET 06 OF 06
Drawn by / Date	Checked by / Date	Drawing Number	Rev. No.
KMQ 5/17/2024	BR 5/17/2024	MA-SPR-PIP-24-068-06	0



Honorable Mayor and City Council
 City of Springfield
 City Hall
 Court Street
 Springfield, MA 01103

ATTN: Mr. Anthony Wilson, City Clerk

PROJECT NAME: Rencelau St – Encroachment

Ladies & Gentlemen:

Eversource Gas of Massachusetts (EGMA) hereby requests that it be granted a location for and permission to install underground gas facilities within a section of the Rencelau St neighborhoods (as seen in the attached plan). Work will extend to the following streets in varying degrees/durations:

<u>Street Name</u>	<u>From</u>	<u>To</u>
Rencelau St	Allen St	Sumner Ave

This Project will introduce modernized high-density polyethylene gas infrastructure to the area, and retire aged cast iron gas infrastructure. All proposed work by EGMA will include such laterals and service connections as it may now or subsequently find necessary.

Sincerely,

Matthew Nichols
 Project Engineer
 Eversource Gas of Massachusetts
 2025 Roosevelt Avenue
 Springfield, MA 01104
 Cell: 781-490-3039
 Email: matthew.nichols@eversource.com

Attachment: Rencelau St - Springfield City Council Letter (8112 : EVERSOURCE- Rencelau Street)



City Council
36 Court Street
Springfield, MA 01103

Meeting: 07/08/24 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors:
DOC ID: 8113

SCHEDULED

PETITION (ID # 8113)

EVERSOURCE -Willard Avenue

ORDER FOR LOCATION OF UNDERGROUND CONDUIT

WHEREAS, The Board of Public Works, to which was referred the petition of Eversource-Gas to install underground gas facilities on Willard Avenue to upgrade to medium-pressure and retire low-pressure cast iron gas infrastructure.

WHEREAS, said petition Willard Avenue was referred to the Board of Public Works on May 20, 2024; and

WHEREAS, On May 23, 2024, a Notice of a Public Hearing on Willard Avenue to be held on June 10, 2024, was sent by mail, to all property owners abutting an affected road, various Departments, Utility Companies, etc before the day of the hearing and posted on two public bulletin board a copy of which is attached a hearing of the Board of Public Works was held as scheduled on-site with the petitioner and interested parties.

WHEREAS, on June 10, 2024, the Board of Public Works reported thereon that, after careful consideration of the petition of Willard Avenue to install underground gas facilities on Willard Avenue to upgrade to medium-pressure and retire low-pressure cast iron gas infrastructure. Starting with two (2") inches of pipe on State Street, running northerly direction eight hundred (800') feet to Shattuck Street.; as substantially shown on a plan attached with the project name:

Willard Avenue

consisting of fourteen (14) sheets, which plan is incorporated herein by reference and is on file in the office of the Engineering Division of the Department of Public Works, Springfield, Massachusetts.

WHEREAS, the petition Willard Avenue came before the City Council for a Public Hearing on this date,

NOW, THEREFORE, BE IT ORDERED:

1. That due care for public safety is exercised during construction including but not limited to the use of a police officer(s) for traffic control if necessary.
2. That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.

3. That care be taken during said construction not to damage any underground services.
4. That the construction site be returned to the same condition as found or better.
5. Said company shall indemnify and save harmless against all damages, costs, and expenses whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.
6. In addition, said company shall, before a public way is disturbed for the laying of its wire or conduit, execute its bond in the penal sum of Ten Thousand Dollars (\$10,000) conditioned for the faithful performance of its duties under this permit.
7. Said company shall comply with the requirements of existing Ordinances and orders and comply with any changes in Ordinances and orders as may hereafter be adopted by the Mayor and Council governing the construction and maintenance of buried cable, conduits, and wires.
8. Any sidewalks that are damaged or removed will be replaced in kind and accordance with the City of Springfield's Standard Specifications.
9. Ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.
10. Any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.
11. That all proposed silo, manhole, and hex-hole covers will conform to and be compatible with an established street, tree belt, or sidewalk grades with suitable non-skid covers when in the sidewalk area.
12. The Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of the pipe.
13. That asphalt trench restoration be done in accordance with the City of Springfield DPW requirements.
14. That all conditions outlined in the respective order are complied with.



May 20th, 2024

Honorable Mayor and City Council
City of Springfield
City Hall
Court Street
Springfield, MA 01103

ATTN: Gladys Oyola-Lopez, City Clerk

PROJECT NAME: Willard Ave – Encroachment

Ladies & Gentlemen:

Eversource of Massachusetts (EGMA) hereby requests that it be granted a location for and permission to install and replace underground gas facilities within a section of the Bay Neighborhood (as seen in the attached plan). Work will extend to the following streets in varying degrees/durations:

<u>Street Name</u>	<u>From</u>	<u>To</u>
Willard Avenue	State Street	Shattuck Street

This project will introduce modernized natural gas facilities to the area and retire the aged cast iron natural gas infrastructure. All proposed work by EGMA will include such laterals and service connections as it may now or subsequently find necessary.

Ryan Barnes
Engineer
Eversource Energy
2025 Roosevelt Ave.
Springfield, MA 01104
Cell: 413-262-3563
Email: ryan.barnes@eversource.com

Attachment: Willard Ave - Springfield City Council Letter (8113 : EVERSOURCE -Willard Avenue)

01 OF 14	COVER SHEET
02 OF 14	NOTES
03 OF 14	LEGEND
04 OF 14	PROJECT LOCATION PLAN
05 OF 14	PROJECT LOCATION PLAN
06 OF 14	PROJECT LOCATION PLAN
07 OF 14	MA PREPARATORY AND FINAL TIE-IN DETAILS A
08 OF 14	MA PREPARATORY AND FINAL TIE-IN DETAILS B
09 OF 14	MA PREPARATORY AND FINAL TIE-IN DETAILS C
10 OF 14	MA PREPARATORY AND FINAL TIE-IN DETAILS D
11 OF 14	MA CORROSION DETAILS (1 OF 3)
12 OF 14	MA CORROSION DETAILS (2 OF 3)
13 OF 14	MA CORROSION DETAILS (3 OF 3)
14 OF 14	BLANK GRIDDED SHEET



FOR PERMIT ONLY

VENDOR LOGO

FIELD VERIFY DIMENSIONS
PRIOR TO PIPE FABRICATION

[illegible]

A	FPO CREATED	5/20/24	RPB / PJV
No.	Description	Date	Dw/Ck
Revision/Status			
EVERSOURCE ENERGY			
WILLARD AVE - ENCROACHMENT, SPRINGFIELD, MA			
PROJECT # 24EG202 / WORK ORDER # 17505791			
COVER SHEET			
SCALE: 1"=20' ON 22"X34"		SHEET 01 OF 14	
Drawn by / Date	Checked by / Date	Drawing Number	Rev. No.
RPB / 5/15/24	PJV / 5/20/24	MA-SPR-PIP-24-069-01	0

WILLARD AVE - ENCROACHMENT, SPRINGFIELD, MA
PROJECT #24EG202
WORK ORDER #17505791

Willard Ave IFR.dwg

EGMA DRAWING TEMPLATE - 02-28-2023

\\nu.com\Data\SharedData\Merger_Temp\Common\Gas Engineering CT-MA\EGMA\Springfield\2024\Springfield - Willard Ave - Encroachment - 24EG202\Drawings\

GENERAL NOTES:

- A.

IF ANY OF THE FOLLOWING OCCUR A DRAWING REVISION IS REQUIRED AND MUST BE APPROVED AND/OR STAMPED BY THE ENGINEER OF RECORD. CHANGES CAN BE APPROVED AND/OR STAMPED BY A PROJECT ENGINEER, BUT THE ENGINEER OF RECORD MUST BE INFORMED.
1.

IF THE TIE IN POINT MOVES TO A DIFFERENT SEGMENT OF PIPE THAN SHOWN.
2.

IF A CHANGE IN THE LOCATION OF VALVES IS REQUIRED.
3.

IF THERE IS ANY CHANGE TO WHAT IS SHOWN ON THE DRAWING WITHIN 50 FT OF A PRESSURE REGULATING STATION, DISTRICT REGULATOR, OR GATE STATION.
4.

IF A CHANGE IN PIPE SIZE, MATERIAL, OR WALL THICKNESS IS REQUIRED.
5.

ALTERNATE FITTINGS THAT ARE ACCEPTABLE FOR ANY TIE-IN DETAIL WILL BE CALLED OUT IN THE DRAWING. FITTING CHANGES NOT SHOWN AS ALTERNATIVES ON THE DRAWING WILL NEED TO FOLLOW THE DRAWING CHANGE PROCESS CONTAINED IN SECTION V.D.
- B.

CONSTRUCTION DRAWINGS, LOCATIONS OF EXISTING UTILITIES, UNDERGROUND STRUCTURES AND WORK LOCATIONS ARE BASED ON BEST AVAILABLE INFORMATION BUT HAVE NOT BEEN FIELD VERIFIED.
- C.

ALL WORK, MATERIAL AND CONSTRUCTION SHALL BE PERFORMED AND COMPLETED IN COMPLIANCE WITH ALL PERMITS AND APPROVALS PER EVERSOURCE, LOCAL, STATE, OSHA AND FEDERAL REGULATIONS AND STANDARDS.
- D.

ALL LIVE GAS WORK EXCEPT SERVICE SIZE TAPS, INCLUDING BUT NOT LIMITED TO TAPPING OF FITTINGS ON LIVE MAINS, STOPPING, MANIPULATING VALVE, ABANDONMENT, SHALL BE PERFORMED BY, OR AT THE DIRECTION AND UNDER THE DIRECT SUPERVISION OF EVERSOURCE GAS PERSONNEL AND IN ACCORDANCE WITH THE WRITTEN PROCEDURE. DRAWING CHANGES MAY ALSO REQUIRE A CHANGE TO THE PROCEDURE.
- E.

EXCAVATOR IS REQUIRED TO PROTECT EXISTING UTILITIES, STRUCTURES, LANDSCAPES FEATURES, SIGNAGE, CURBS, ETC. CARE SHOULD BE TAKEN NOT TO DISTURB OR DAMAGE SUCH ITEMS. ROADWAY, SIDEWALKS, AND GRASS DISTURBED SHALL BE RESTORED TO THE SATISFACTION OF THE CITY OR TOWN. PLANT BEDS WILL BE RELOCATED TO THEIR EXISTING REGULAR LOCATION.
- F.

ALL TRAFFIC CONTROL SHALL CONFORM TO THE LATEST EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), INCLUDING ALL REVISIONS AND ADDENDA. ALL TRAFFIC CONTROL DEVICES WILL BE SUPPLIED BY EXCAVATOR.



OVERVIEW KEY MAP
NOT TO SCALE

FOR PERMIT ONLY

PE STAMP AND SIGNATURE

VENDOR LOGO

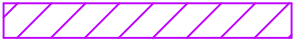
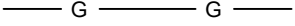
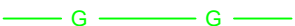
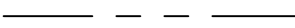
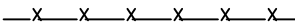
FIELD VERIFY DIMENSIONS
PRIOR TO PIPE FABRICATION

WILLARD AVE - SPRINGFIELD			COMPLETE BOM	
REQUIRED BILL OF MATERIALS				
Item Number	Maximo Part Number	Description	Quantity	Units
15	500854	COUPLING, 2 IN IPS, ELECTROFUSION, HDPE, BLACK, ASTM F1055, GFCP	4	EA
370	513679	CABLE, INSULATED, MDP, #12 AWG, 7 STR, YELLOW, POLYETHYLENE-30, SOFT DRAWN CU, 500 FT/RL, FOR USED AS PIPE LOCATOR	2	FT
8	542572	CAP,PIPE, 2 IN IPS SDR 11, BUTT END, POLYETHYLENE, P100	3	EA
72	546256	FITTING, TRANSITION, 2 IN IPS CS X 2 IN IPS, PE4710, SDR 11, STEEL WELD X PLASTIC, BUTT WELD	1	EA
359	554877	PLUG,PIPE, SQUARE HEAD, SOLID, 1-1/4 IN, THREADED END, BLACK IRON, ANSI B1.20.1	1	EA
361	554878	PLUG,PIPE, SQUARE HEAD, SOLID, 2 IN, THREADED END, BLACK IRON, ANSI B1.20.1	4	EA
372	560521	TAPE, PROTECTION, 75 FT LG X 2 IN W X 0.035 IN THK, PRIMER REQ'D BELOW 40F, GRAY, 12 ROLLS/CS, PREVENTS CORROSION, COLD APPLIED ON PIPING.	1	EA
291	560707	TEE,PIPE, NON-BLOWING, 2 IN, WELDE INLET X WELDED OUTLET ENDS, LIGHT WALL, FORGED STEEL BODY, W/ CI CAP	1	EA
33	562087	VALVE,BALL, 2 IN IPS, POLYETHYLENE, SDR 11, BUTT WELD, W/ FULL PORT OPENING	2	EA
368	565814	TAPE,WARNING, MARKED BURIED GAS LINE, 4 MIL, 1000 FT ROLL, 6 IN W, YELLOW, ISSUE EACH ROLL AS 1, T-01-A00,	1	RL
362	576212	FITTING,PLUG, SQUARE HEAD, SOLID, 1/4 IN, 300 STEEL, BLACK, 100/BOX	2	EA
379	577776	ANODE,BAG, 17 LB NET, HIGH POTENTIAL MAGNESIUM, W/ 10 FT #10 AWG TW ORANGE LEAD WIRE, PACKED IN CARDBOARD BOX 42 LB TOTAL WEIGHT	2	EA
223	578017	CLAMP,PIPE, 3 IN DIA, 9 IN LG, W/ 1-1/4 IN ID OUTLET, FOR CAST IRON PIPE, FULL CIRCLE REPAIR, SMITH BLAIR STYLE 234	1	EA
228	578020	FITTING,CLAMP, SERVI-SEAL REPAIR, 4 IN DIA, 9 IN LG, W/ 2 IN OUTLET, FOR CAST IRON PIPE	4	EA
245	578128	FITTING,COUPLING, VENTED, SEAL & RESTRAINT, 4 IN, W/ END CAP , FOR CAST IRON PIPE	1	EA
3	592668	PIPE, 2 IN IPS SDR 11, 250 FT LG COIL, HDPE PE4710, BLACK, ASTM D2513, 102 PSIG, W/ YELLOW STRIPES, REPLACING ITEMS 554007 AND 554025	800	FT
1639	604753	TEE,PIPE, NON-BLOWING, 2 X 1 IN IPS SDR 11, POLYETHYLENE, PE3408, ELECTROFUSION X 18 IN LONG PLAIN END PUP PIECE	1	EA
43	610062	BOX VALVE, EXTENSION, 18 X 24 IN LONG, CMA 4232860	2	EA
488	610264	NIPPLE,PIPE, NON-BLOWING, DRILL, 1-1/4 IN X 3 IN, WELDED, 1440 PSIG, CMA 2485855	1	EA
47	611123	BOX, CP TEST, 5 IN, 18 IN SHAFT LENGTH, TERMINAL PLATE WALL THK 0.150 + - 0.015, ABS PLASTIC, W/ NON-LOCKING MAGNETIZED COVER, CMA 4232849	2	EA
1656	620089	FITTING,COUPLING, PIPE, LYCOFIT, 1 IN IPS SDR11, PLASTIC	1	EA
1653	620808	FITTING,CAP, LYCOFIT, 1 IN IPS SDR 11, PLASTIC, ASTM F1924	1	EA

A	FPO CREATED	5/20/24	RPB / PJV
No.	Description	Date	Dw/Ck
Revision/Status			
EVERSOURCE ENERGY			
WILLARD AVE - ENCROACHMENT, SPRINGFIELD, MA			
PROJECT # 24EG202 / WORK ORDER # 17505791			
NOTES			
SCALE:1"=20' ON 22"X34"		SHEET 02 OF 14	
Drawn by / Date	Checked by / Date	Drawing Number	Rev. No.
RPB 5/15/24	PJV 5/20/24	MA-SPR-PIP-24-069-02	0

DRAWING LEGEND

Gas Main Symbology

REGULATING STATION 50' BOUNDARY	
EXISTING GAS MAIN	
PROPOSED GAS MAIN	
GAS MAIN TO BE ABANDONED	
GAS MAIN WITH SERVICE TRANSFERS	
GAS MAIN WITH PRESSURE INCREASE	
RIGHT-OF-WAY	
ELECTRIC	
WATER LINE	
SEWER LINE	
TELEPHONE	
DRAIN LINE	
FENCE LINE	

Gas Main Material/Pressure Label References

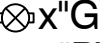
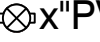
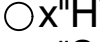
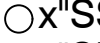
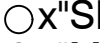
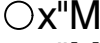
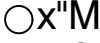
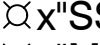
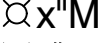
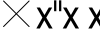
MATERIAL CODES

CS*	Coated Steel Gas Main
CI*	Cast Iron Gas Main
BS*	Bare Steel Gas Main
WI*	Wrought Iron Gas Main
PH*	High Density Polyethylene Gas Main
PM*	Medium Density Polyethylene Gas Main
PRESSURE CODES	
*LP	Low Pressure (<0.5 PSIG or 14" W.C.)
*IP	Intermediate Pressure (>2 PSIG ≤ 10 PSIG)
*MP	Medium Pressure (>10 PSIG ≤ 60 PSIG)
*HP	High Pressure (>60 PSIG)

MISCELLANEOUS CODES

*.SER	Service
*.R	Riser
(TC)	Transmission Class
Gas Main Installation Method Label References	
AT	Attached
BH	Bridge Hanger
BLGH	Building Hanger
DB	Directional Bore
IS	Inserted
OC	Open Cut
PB	Pneumatic Bore
PL	Plowed
RT	Roof Top
(E)	Existing
(P)	Proposed

Gas Facility Symbology

	x"GV	Gas Valve
	x"PV	Critical Gas Valve
		(Gate - GV, Plug - PV, PE Ball - BP, ST Ball - BV)
	x"HVTT	High Volume Tapping Tee
	x"SST	Pressure Control Fitting - ShortStopp Tee
	x"SPH	Pressure Control Fitting - Spherical Tee
	x"MF-BO	Pressure Control Fitting - Mueller Bottom-out
	x"MF-SO	Pressure Control Fitting - Mueller Side-out
	x"MF-FT	Pressure Control Fitting - Mueller Flange Tee
	x"SS	Pressure Control Fitting - ShortStopp
	x"MF	Pressure Control Fitting - Mueller Stopper
	x"x x" POLYTAP	Polytapp Side Saddle Fitting
		Transition
		End Cap
		Riser
		Reducer
	EM	Electronic Marker
	TWS	Flush-mounted Tracer Wire Station
		Post Pipeline Marker with Tracer Wire
	MM	Gas Main Marker without Tracer Wire
	W	Test Well
	R	Regulator Station
	R	Single Customer Regulator
	M	Meter
	M	Meter with Regulator
	T-P	Test Point (Station)
	T-O	Gas Service Tie-over
	R	Gas Service Replacement
	M-M	Meter Move Out
		Swing Tie Symbology
	T	Telephone Manhole
	D	Drain Manhole
	E	Electric Manhole
	C	Catch Basis
	S	Sewer Manhole
	F	Fire Hydrant
	U	Utility Pole
	P	Property Marker
	T-P	Telephone Pedestal
	T-V	Television Pedestal
	U	Unknown Manhole
	W	Water Box
	W-G	Water Gate
	E	Electric Pedestal
	I	Iron Pin
	L	Light Pole
		INSIDE METER
		OUTSIDE METER

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PE STAMP AND SIGNATURE

VENDOR LOGO

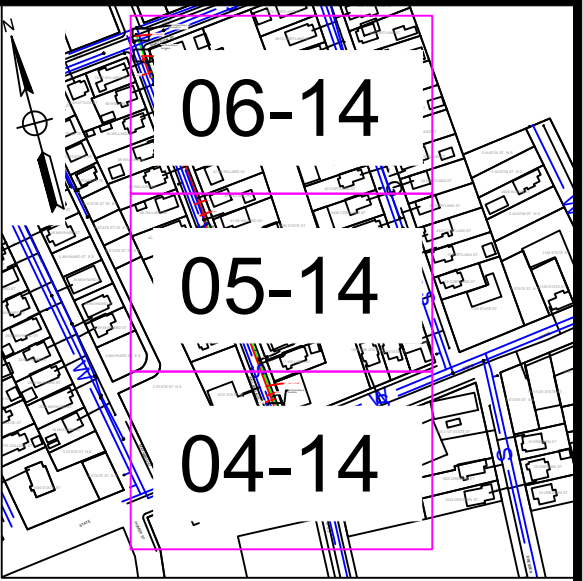
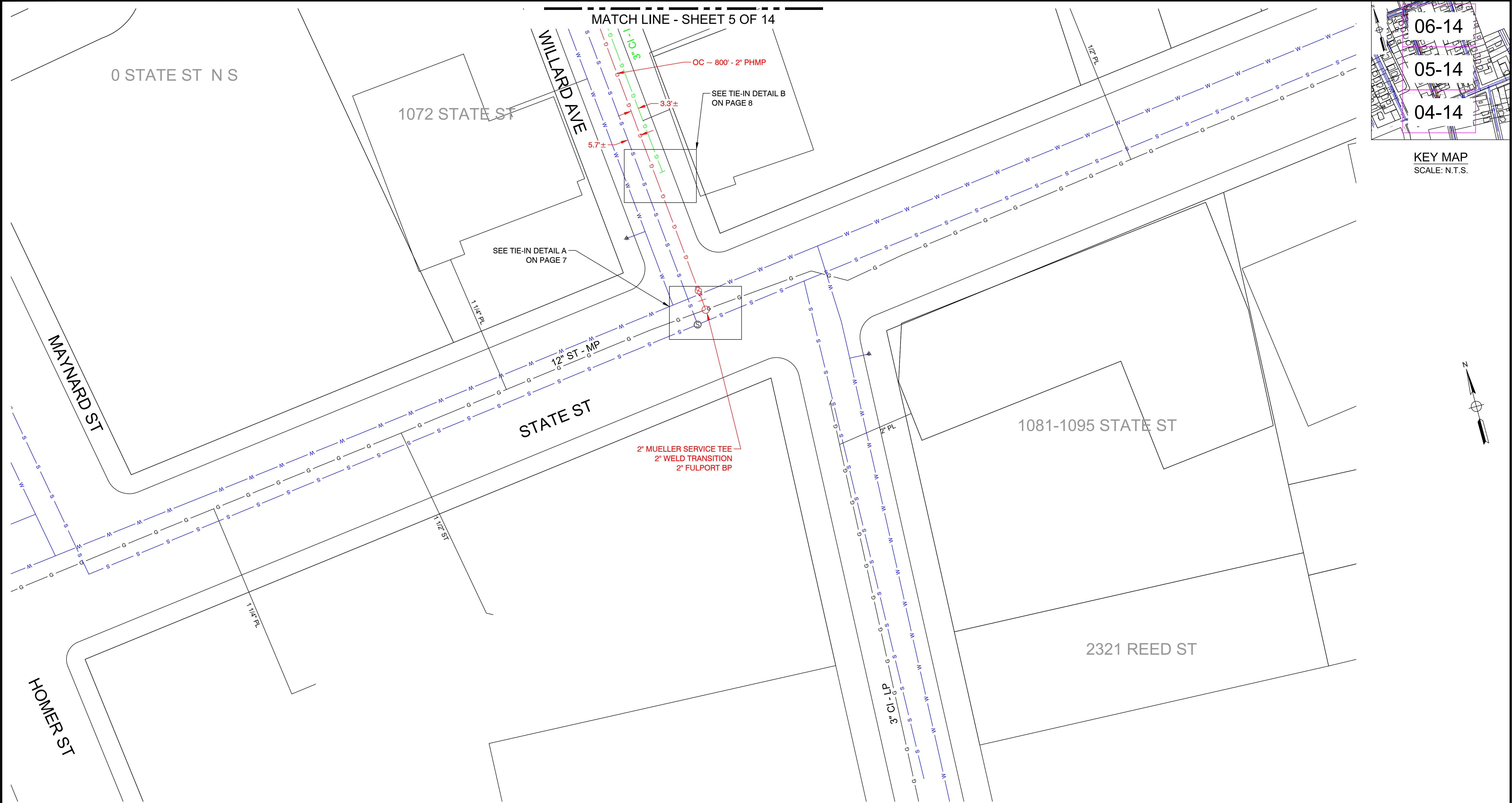
FIELD VERIFY DIMENSIONS
PRIOR TO PIPE FABRICATION

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No.	Description	Date	Dw/Ck
Revision/Status			
EVERSOURCE ENERGY			
WILLARD AVE - ENCROACHMENT, SPRINGFIELD, MA			
PROJECT # 24EG202 / WORK ORDER # 17505791			
LEGEND			
SCALE:1"=20' ON 22"X34"		SHEET 03 OF 14	
Drawn by / Date	Checked by / Date	Drawing Number	Rev. No.
RPB 5/15/24	PJV 5/20/24	MA-SPR-PIP-24-069-03	0

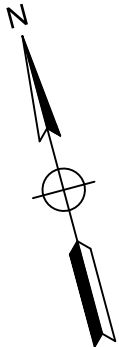
Willard Ave IFR.dwg

EGMA DRAWING TEMPLATE - 02-28-2023

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KEY MAP
SCALE: N.T.S.



A	FPO CREATED	5/20/24	RPB / PJV
No.	Description	Date	Dw/Ck
Revision/Status			

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PE STAMP AND SIGNATURE

VENDOR LOGO

FIELD VERIFY DIMENSIONS
PRIOR TO PIPE FABRICATION

EVERSOURCE
ENERGY

WILLARD AVE - ENCROACHMENT, SPRINGFIELD, MA

PROJECT # 24EG202 / WORK ORDER # 17505791

PROJECT LOCATION PLANS

SCALE: 1"=20' ON 22"x34"

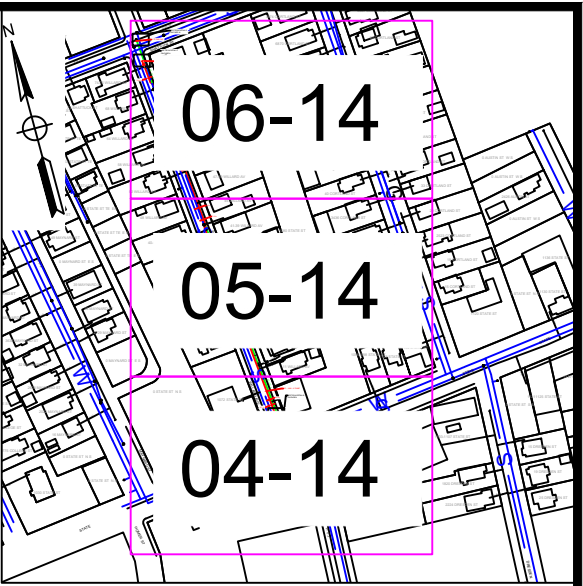
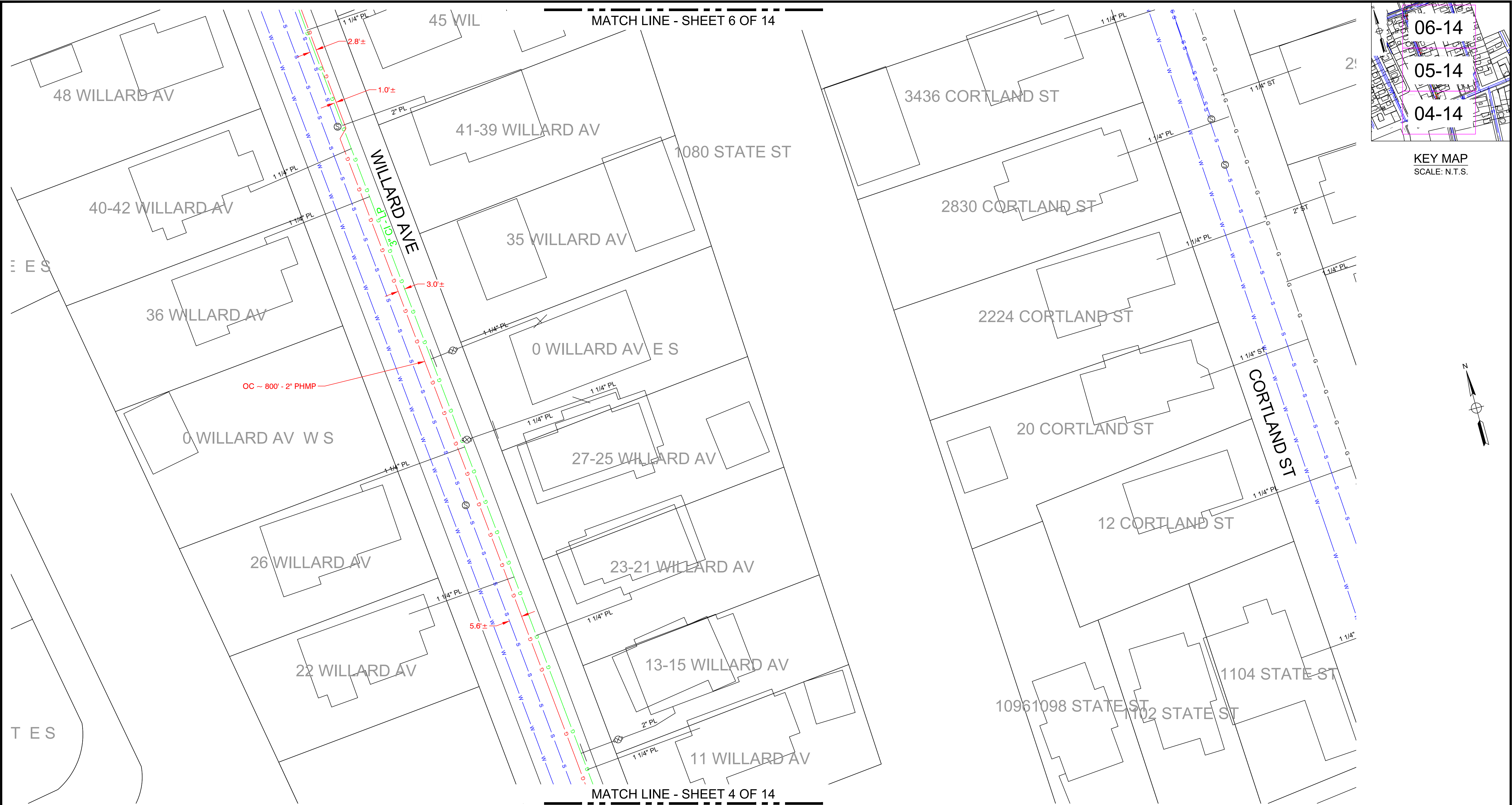
SHEET 04 OF 14

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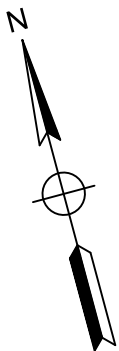
Willard Ave IFR.dwg

EGMA DRAWING TEMPLATE - 02-28-2023

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KEY MAP
SCALE: N.T.S.



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Revision/Status			

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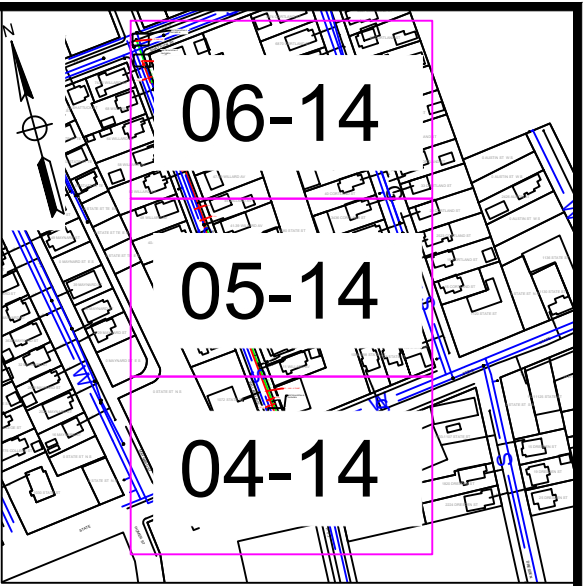
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VENDOR LOGO

FIELD VERIFY DIMENSIONS
PRIOR TO PIPE FABRICATION

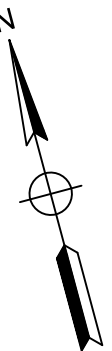
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WILLARD AVE - ENCROACHMENT, SPRINGFIELD, MA			
PROJECT # 24EG202 / WORK ORDER # 17505791			
PROJECT LOCATION PLANS			
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Drawn by / Date	Checked by / Date	Drawing Number	Rev. No.
RPB 5/15/24	PJV 5/20/24	MA-SPR-PIP-24-069-05	

Willard Ave IFR.dwg
EGMA DRAWING TEMPLATE - 02-28-2023
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06-14
05-14
04-14

KEY MAP
SCALE: N.T.S.



MATCH LINE - SHEET 5 OF 14

A	FPO CREATED	5/20/24	RPB / PJV
No.	Description	Date	Dw/Ck
Revision/Status			

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PE STAMP AND SIGNATURE

VENDOR LOGO

FIELD VERIFY DIMENSIONS
PRIOR TO PIPE FABRICATION

EVERSOURCE
ENERGY

WILLARD AVE - ENCROACHMENT, SPRINGFIELD, MA

PROJECT # 24EG202 / WORK ORDER # 17505791

PROJECT LOCATION PLANS

SCALE: 1"=20' ON 22"x34"

SHEET 06 OF 14

Drawn by / Date

Checked by / Date

Drawing Number

Rev. No.

RPB 5/15/24

PJV 5/20/24

MA-SPR-PIP-24-069-06

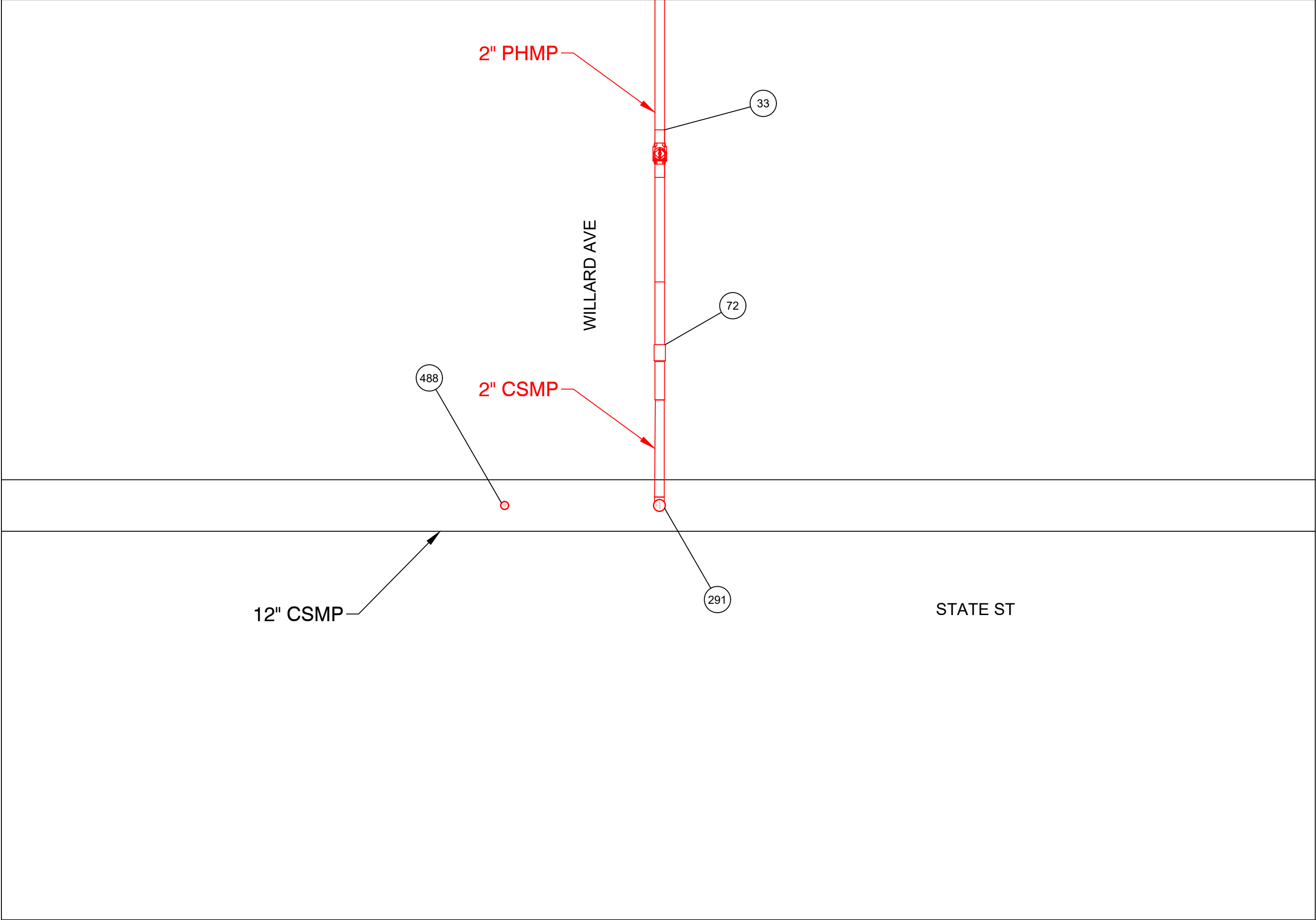
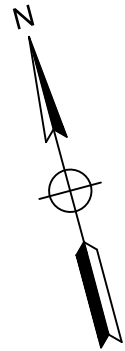
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Willard Ave IFR.dwg

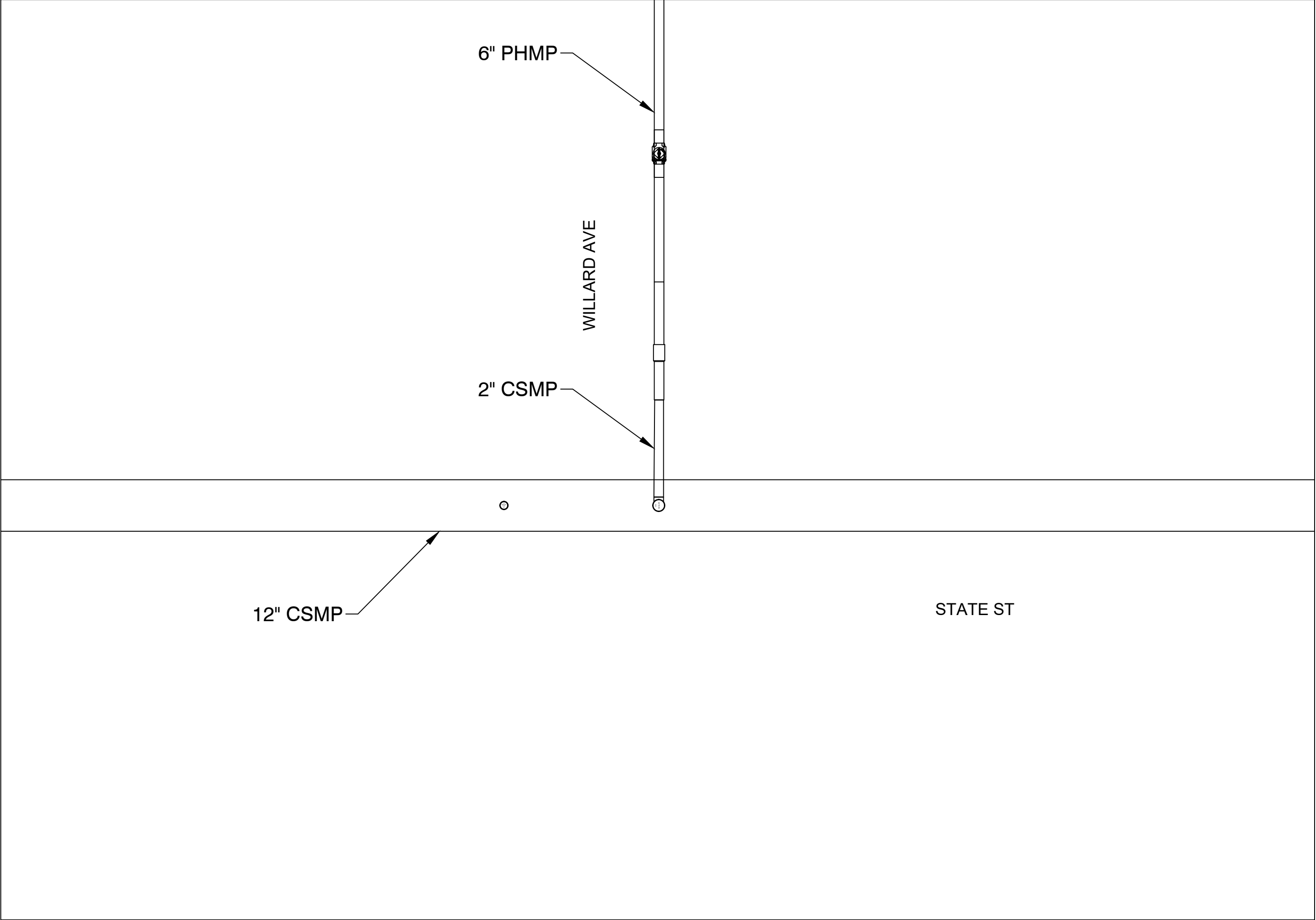
EGMA DRAWING TEMPLATE - 02-28-2023

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WILLARD AVE - SPRINGFIELD				DETAIL "A" PREPARATORY	
REQUIRED BILL OF MATERIALS					
Item Number	MRC Stock Number	Maximo Part Number	Description	Quantity	Units
291	63420199	560707	TEE,PIPE, NON-BLOWING, 2 IN, WELDE INLET X WELDED OUTLET ENDS, LIGHT WALL, FORGED STEEL BODY, W/ CI CAP	1	EA
33	14281726	562087	VALVE,BALL, 2 IN IPS, POLYETHYLENE, SDR 11, BUTT WELD, W/ FULL PORT OPENING	1	EA
488	63420117	610264	NIPPLE,PIPE, NON-BLOWING, DRILL, 1-1/4 IN X 3 IN, WELDED, 1440 PSIG, CMA 2485855	1	EA
72	63151162	546256	FITTING, TRANSITION, 2 IN IPS CS X 2 IN IPS, PE4710, SDR 11, STEEL WELD X PLASTIC, BUTT WELD	1	EA



PREPARATORY TIE-IN DETAIL A
NOT TO SCALE



FINAL TIE-IN DETAIL A
NOT TO SCALE

FOR PERMIT ONLY

PE STAMP AND SIGNATURE

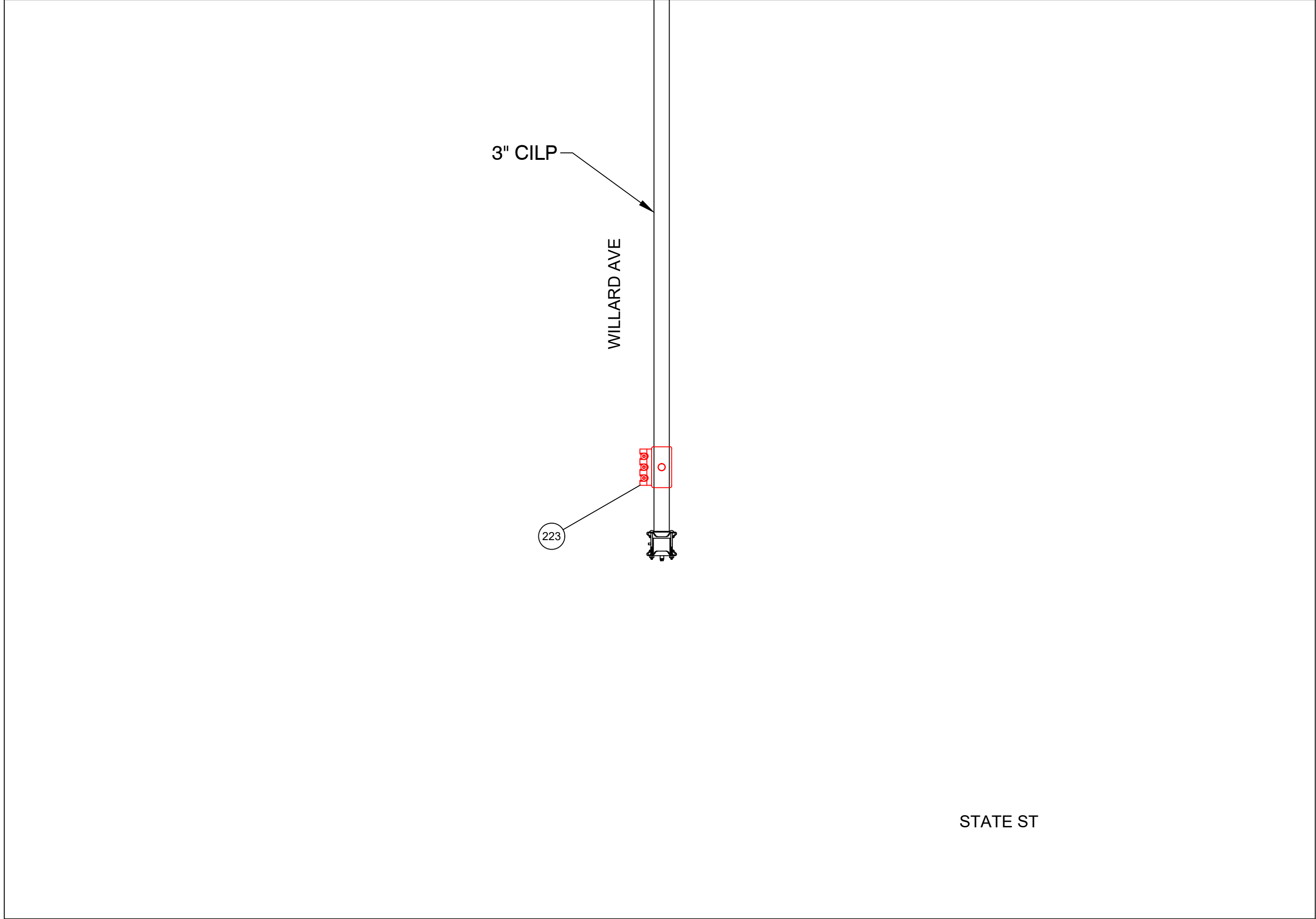
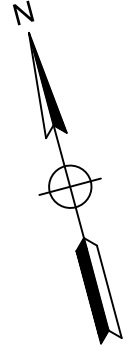
VENDOR LOGO

FIELD VERIFY DIMENSIONS
PRIOR TO PIPE FABRICATION

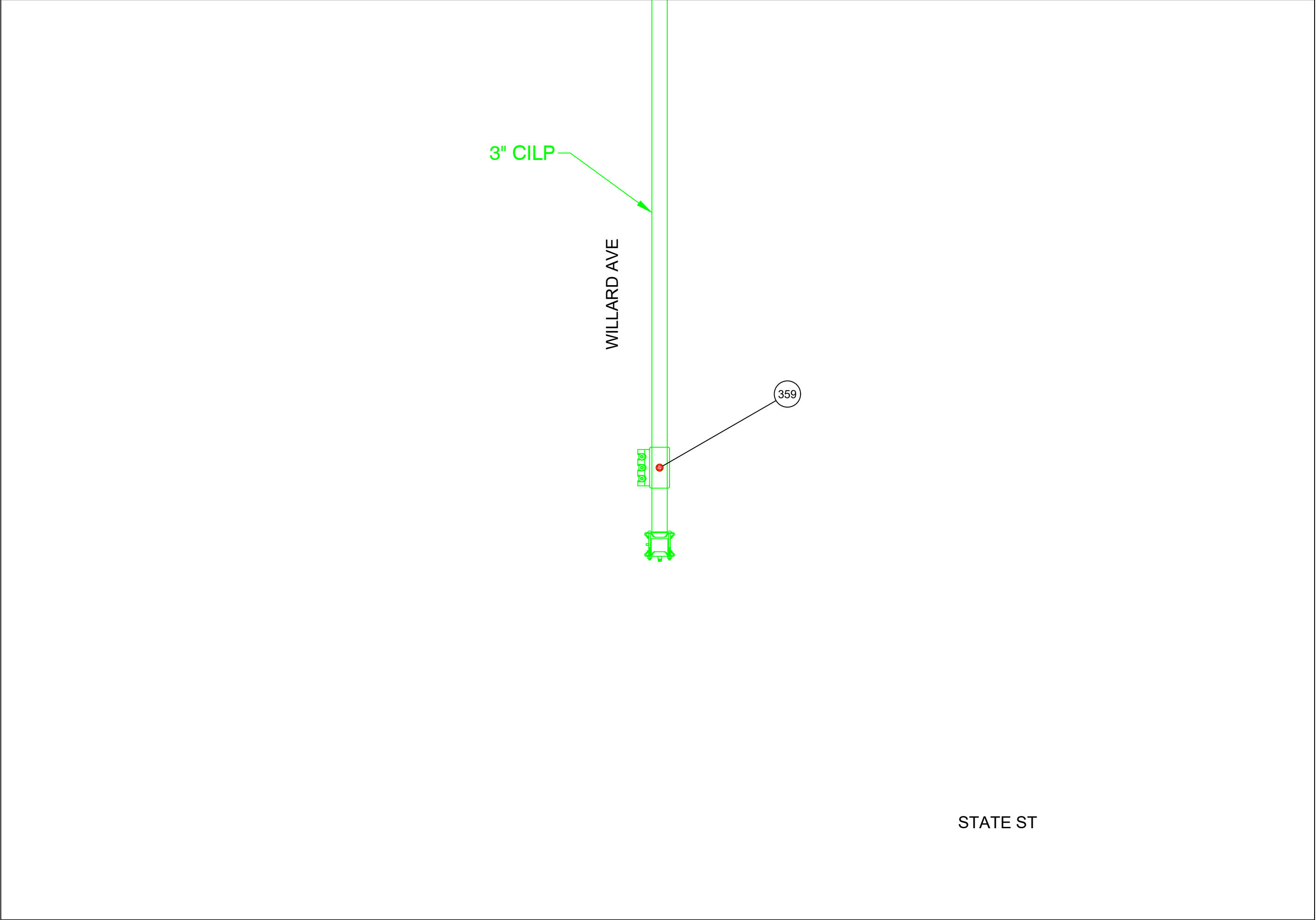
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No.	Description	Date	Dw/Ck
Revision/Status			
EVERSOURCE ENERGY			
WILLARD AVE - ENCROACHMENT, SPRINGFIELD, MA			
PROJECT # 24EG202 / WORK ORDER # 17505791			
PREPARATORY AND FINAL TIE-IN DETAILS			
SCALE:1"=20' ON 22"X34"		SHEET 07 OF 14	
Drawn by / Date	Checked by / Date	Drawing Number	Rev. No.
RPB 5/15/24	PJV 5/20/24	MA-SPR-PIP-24-069-07	0

WILLARD AVE - SPRINGFIELD				DETAIL "B" PREPARATORY	
REQUIRED BILL OF MATERIALS					
Item Number	MRC Stock Number	Maximo Part Number	Description	Quantity	Units
223	63462217	578017	CLAMP,PIPE, 3 IN DIA, 9 IN LG, W/ 1-1/4 IN ID OUTLET, FOR CAST IRON PIPE, FULL CIRCLE REPAIR, SMITH BLAIR STYLE 234	1	EA

WILLARD AVE - SPRINGFIELD				DETAIL "B" FINAL	
REQUIRED BILL OF MATERIALS					
Item Number	MRC Stock Number	Maximo Part Number	Description	Quantity	Units
359	19080285	554877	PLUG,PIPE, SQUARE HEAD, SOLID, 1-1/4 IN, THREADED END, BLACK IRON, ANSI B1.20.1	1	EA



PREPARATORY TIE-IN DETAIL B
NOT TO SCALE



FINAL TIE-IN DETAIL B
NOT TO SCALE

FOR PERMIT ONLY

PE STAMP AND SIGNATURE

VENDOR LOGO

FIELD VERIFY DIMENSIONS
PRIOR TO PIPE FABRICATION

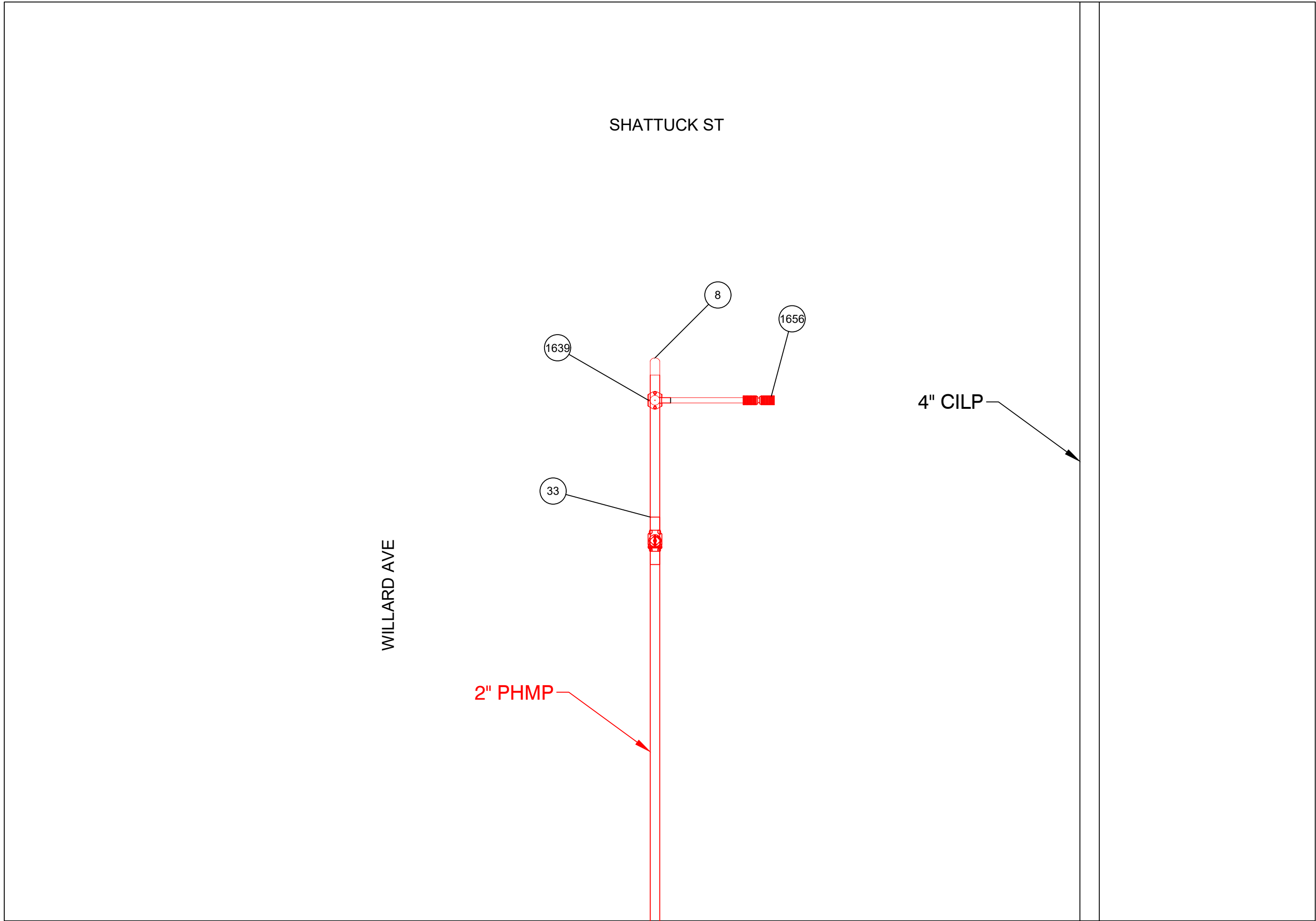
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No.	Description	Date	Dw/Ck
Revision/Status			
EVERSOURCE ENERGY			
WILLARD AVE - ENCROACHMENT, SPRINGFIELD, MA			
PROJECT # 24EG202 / WORK ORDER # 17505791			
PREPARATORY AND FINAL TIE-IN DETAILS			
SCALE:1"=20' ON 22"X34"		SHEET 08 OF 14	
Drawn by / Date	Checked by / Date	Drawing Number	Rev. No.
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Willard Ave IFR.dwg

EGMA DRAWING TEMPLATE - 02-28-2023

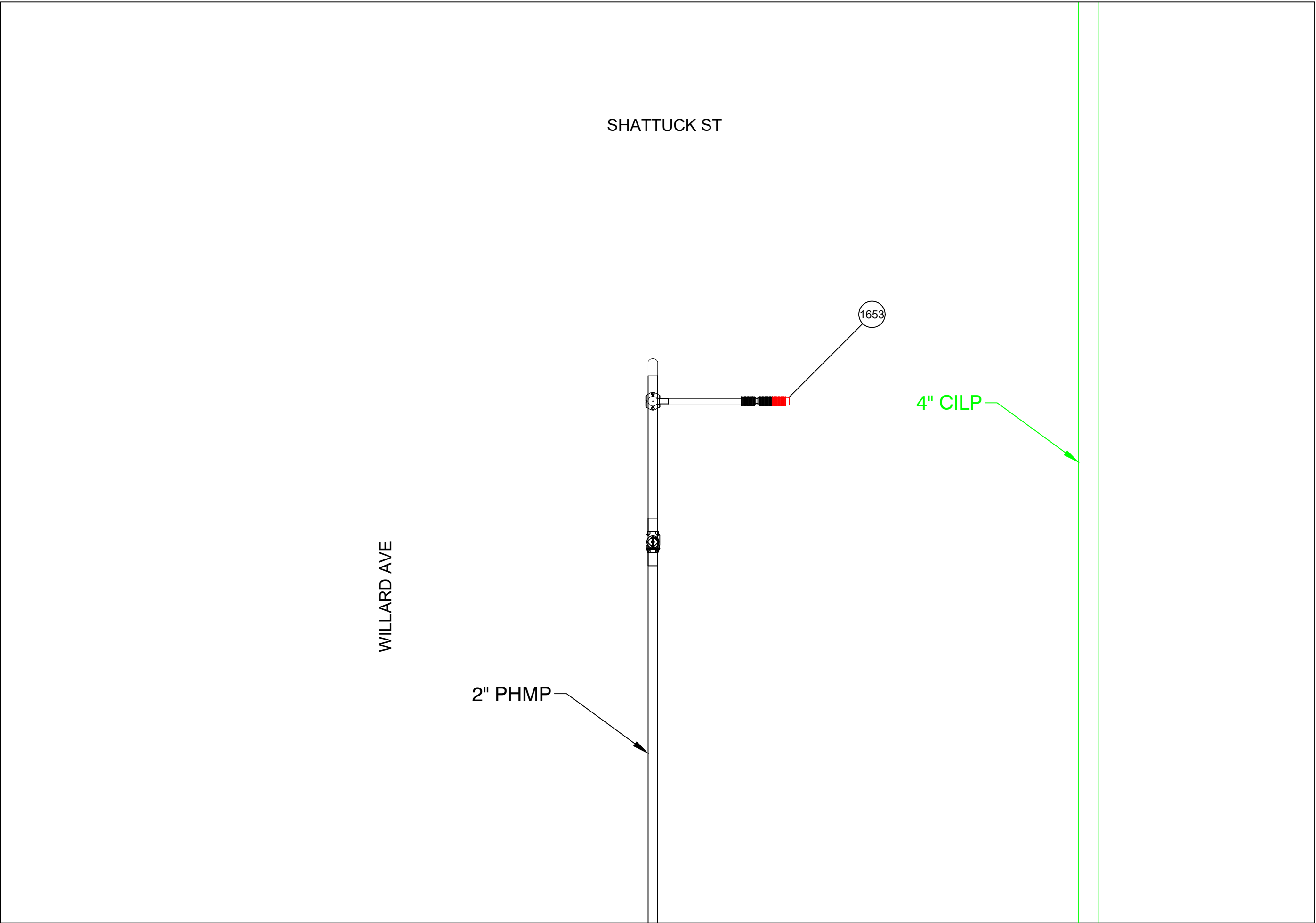
\\nu.com\Data\SharedData\Merge_Temp\Common\Gas Engineering CT-MA\EGMA\Springfield\2024\Springfield, Willard Ave - Encroachment, 24EG202\Drawings\

WILLARD AVE - SPRINGFIELD				DETAIL "C" PREPARATORY	
REQUIRED BILL OF MATERIALS					
Item Number	MRC Stock Number	Maximo Part Number	Description	Quantity	Units
1639	CENTPLCO	604753	TEE,PIPE, NON-BLOWING, 2 X 1 IN IPS SDR 11, POLYETHYLENE, PE3408, ELECTROFUSION X 18 IN LONG PLAIN END PUP PIECE	1	EA
1656	MCJUREMA-000	620089	FITTING,COUPLING, PIPE, LYCOFIT, 1 IN IPS SDR11, PLASTIC	1	EA
33	14281726	562087	VALVE,BALL, 2 IN IPS, POLYETHYLENE, SDR 11, BUTT WELD, W/ FULL PORT OPENING	1	EA
8	63078024	542572	CAP,PIPE, 2 IN IPS SDR 11, BUTT END, POLYETHYLENE, P100	1	EA

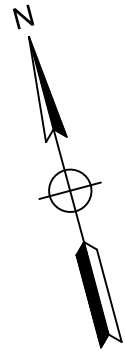


PREPARATORY TIE-IN DETAIL C
NOT TO SCALE

WILLARD AVE - SPRINGFIELD				DETAIL "C" FINAL	
REQUIRED BILL OF MATERIALS					
Item Number	MRC Stock Number	Maximo Part Number	Description	Quantity	Units
1653	MCJUREMA-000	620808	FITTING,CAP, LYCOFIT, 1 IN IPS SDR 11, PLASTIC, ASTM F1924	1	EA



FINAL TIE-IN DETAIL C
NOT TO SCALE



FOR PERMIT ONLY

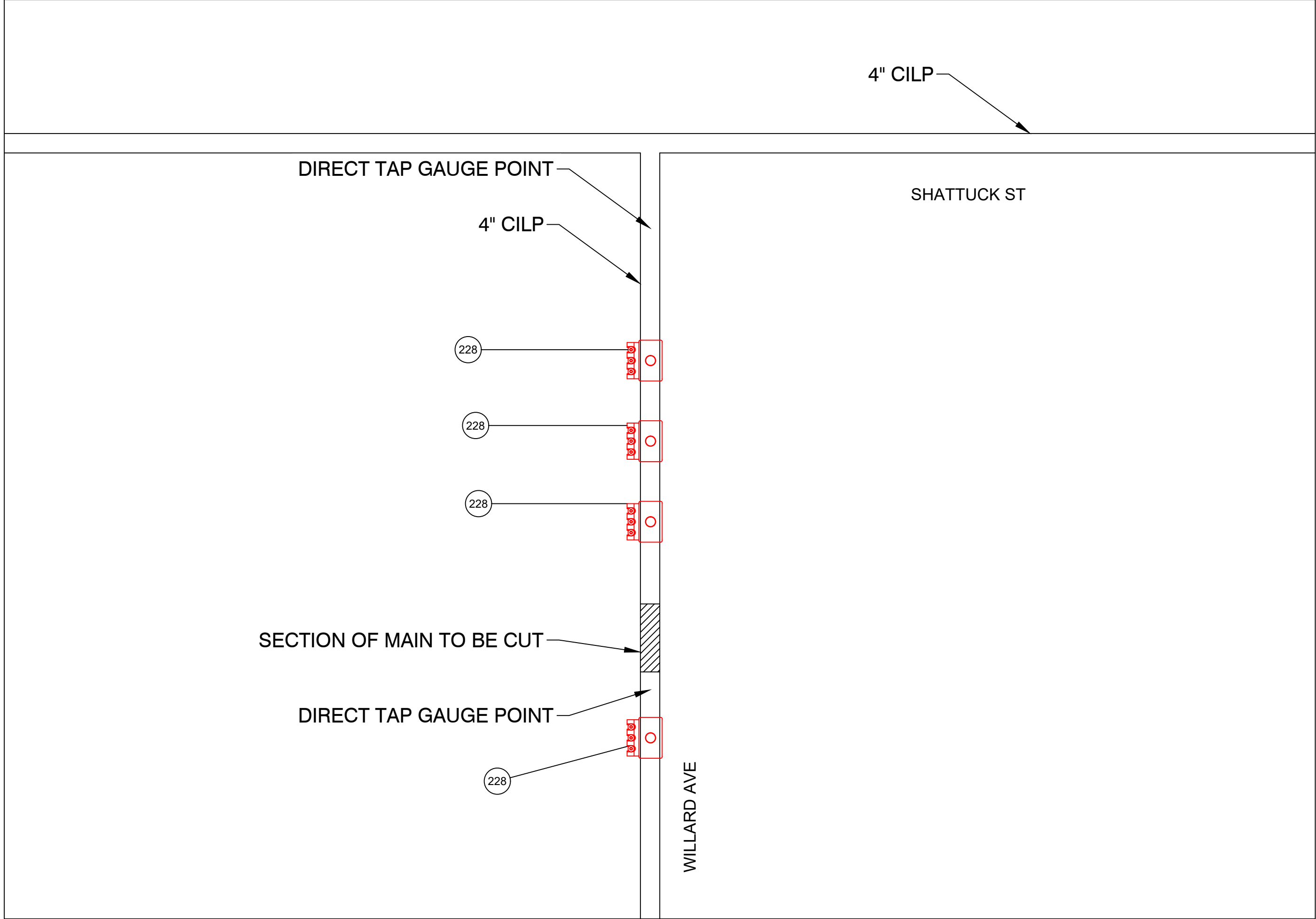
PE STAMP AND SIGNATURE

VENDOR LOGO

FIELD VERIFY DIMENSIONS
PRIOR TO PIPE FABRICATION

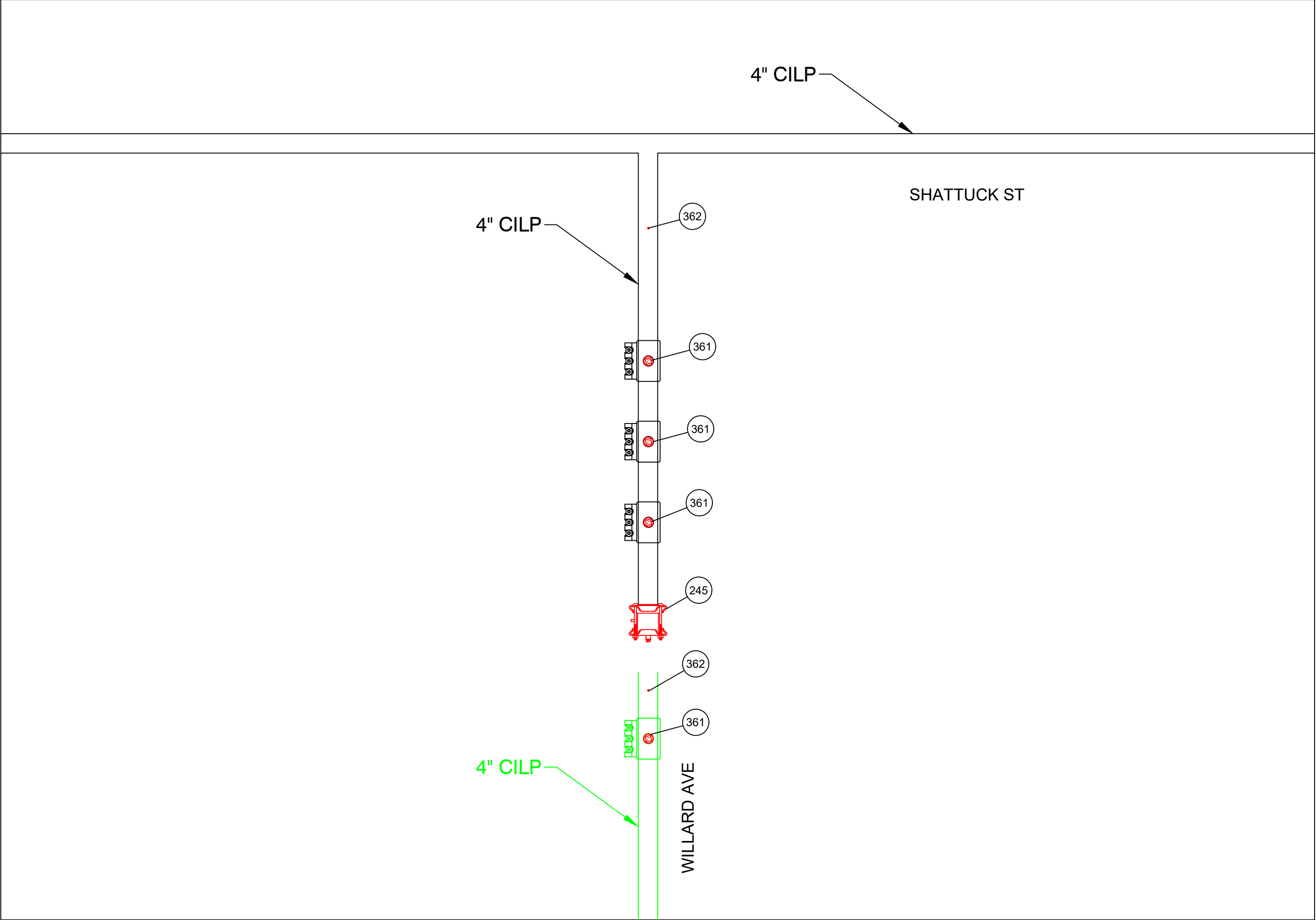
A	FPO CREATED	5/20/24	RPB / PJV
No.	Description	Date	Dw/Ck
Revision/Status			
EVERSOURCE ENERGY			
WILLARD AVE - ENCROACHMENT, SPRINGFIELD, MA			
PROJECT # 24EG202 / WORK ORDER # 17505791			
PREPARATORY AND FINAL TIE-IN DETAILS			
SCALE:1"=20' ON 22"X34"		SHEET 09 OF 14	
Drawn by / Date	Checked by / Date	Drawing Number	Rev. No.
RPB 5/15/24	PJV 5/20/24	MA-SPR-PIP-24-069-09	0

WILLARD AVE - SPRINGFIELD			DETAIL "D" PREPARATORY		
REQUIRED BILL OF MATERIALS					
Item Number	MRC Stock Number	Maximo Part Number	Description	Quantity	Units
228	63462113	578020	FITTING,CLAMP, SERVI-SEAL REPAIR, 4 IN DIA, 9 IN LG, W/ 2 IN OUTLET, FOR CAST IRON PIPE	4	EA

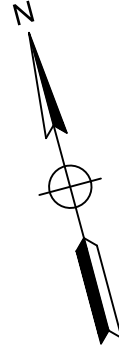


PREPARATORY TIE-IN DETAIL D
NOT TO SCALE

WILLARD AVE - SPRINGFIELD				DETAIL "D" FINAL	
REQUIRED BILL OF MATERIALS					
Item Number	MRC Stock Number	Maximo Part Number	Description	Quantity	Units
245	63481719	578128	FITTING,COUPLING, VENTED, SEAL & RESTRAINT, 4 IN, W/ END CAP , FOR CAST IRON PIPE	1	EA
361	19080340	554878	PLUG,PIPE, SQUARE HEAD, SOLID, 2 IN, THREADED END, BLACK IRON, ANSI B1.20.1	4	EA
362	19080030	576212	FITTING,PLUG, SQUARE HEAD, SOLID, 1/4 IN, 300 STEEL, BLACK, 100/BOX	2	EA



FINAL TIE-IN DETAIL D
NOT TO SCALE



FOR PERMIT ONLY

PE STAMP AND SIGNATURE

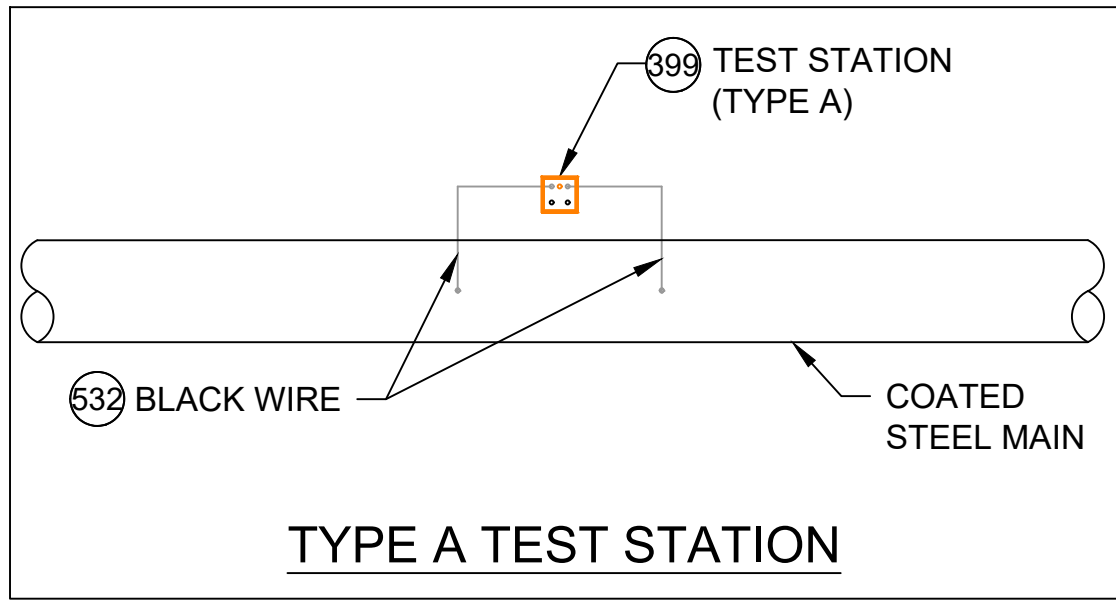
VENDOR LOGO

FIELD VERIFY DIMENSIONS
PRIOR TO PIPE FABRICATION

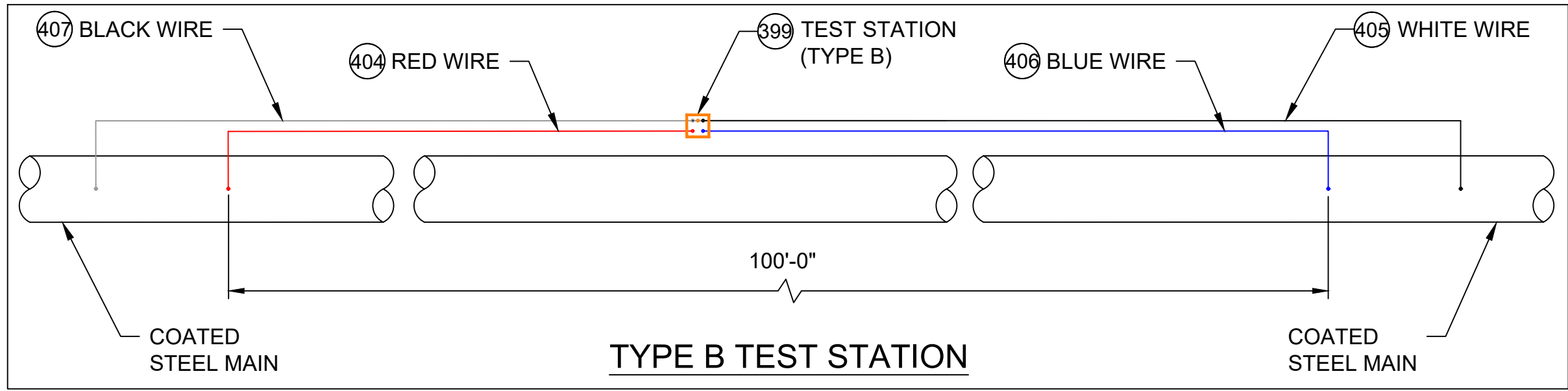
A	FPO CREATED	5/20/24	RPB / PJV
No.	Description	Date	Dw/Ck
Revision/Status			
EVERSOURCE ENERGY			
WILLARD AVE - ENCROACHMENT, SPRINGFIELD, MA			
PROJECT # 24EG202 / WORK ORDER # 17505791			
PREPARATORY AND FINAL TIE-IN DETAILS			
SCALE: 1"=20' ON 22"X34"		SHEET 10 OF 14	
Drawn by / Date	Checked by / Date	Drawing Number	Rev. No.
RPB 5/15/24	PJV 5/20/24	MA-SPR-PIP-24-069-10	0

Willard Ave IFR.dwg

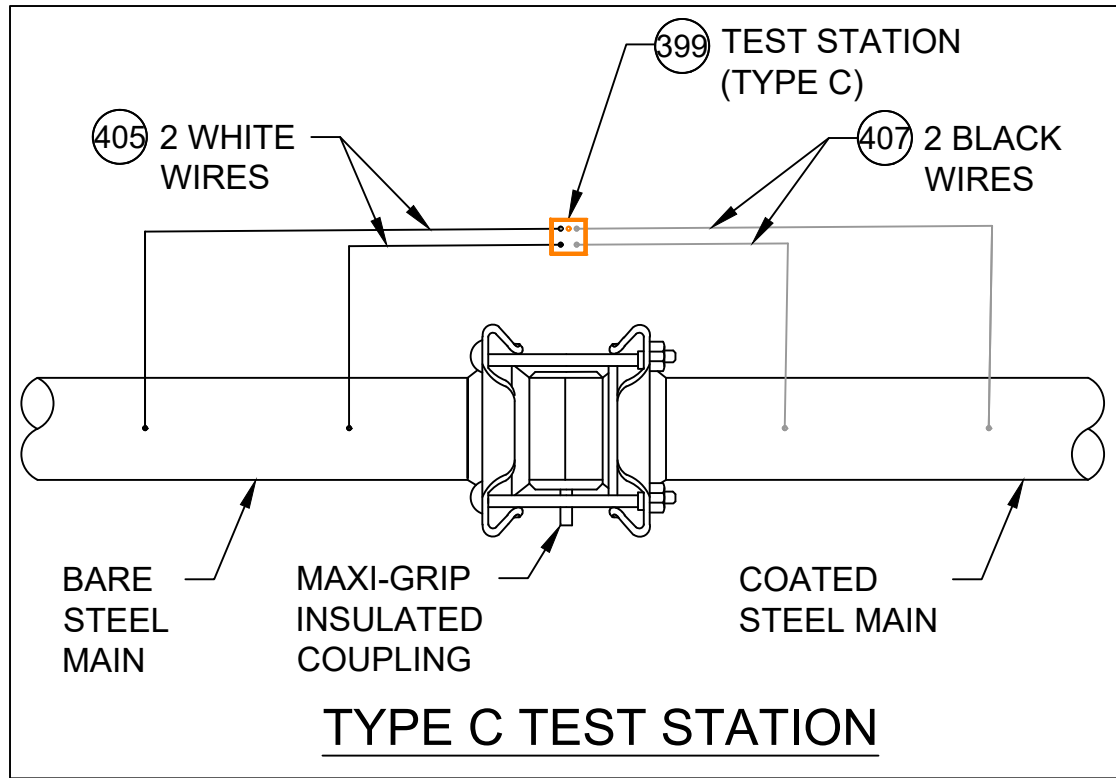
\\nu.com\Data\SharedData\Merger_Temp\Common\Gas Engineering CT-MA\EGMA\Springfield\2024\Springfield, Willard Ave - Encroachment, 24EG202\Drawings\



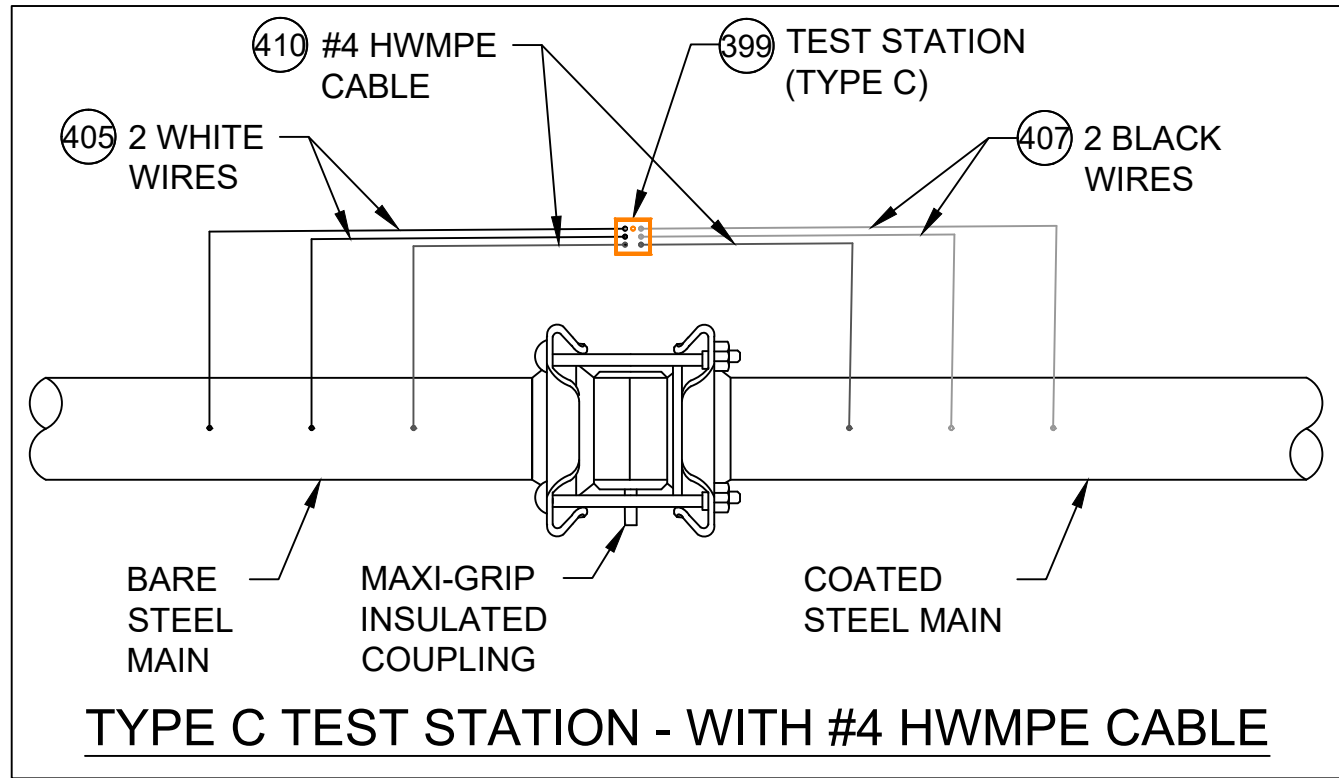
DETAIL CP1
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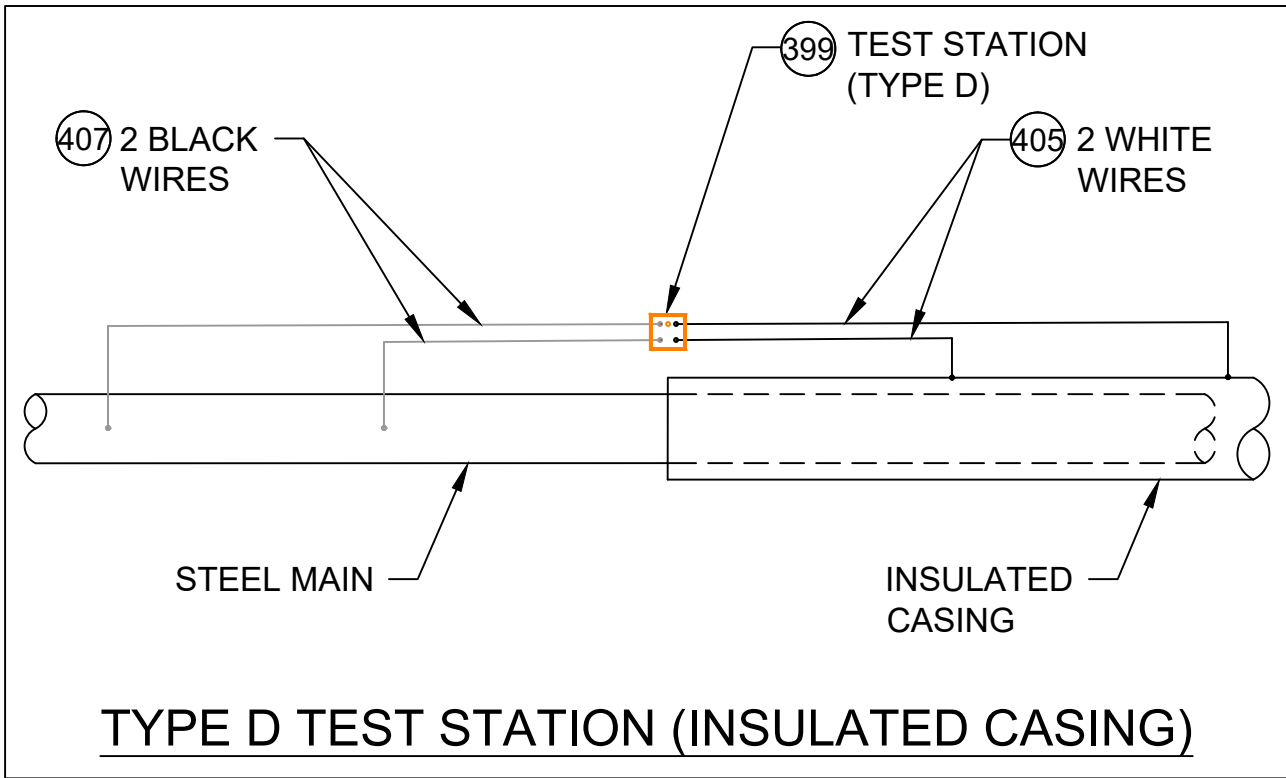
DETAIL CP2
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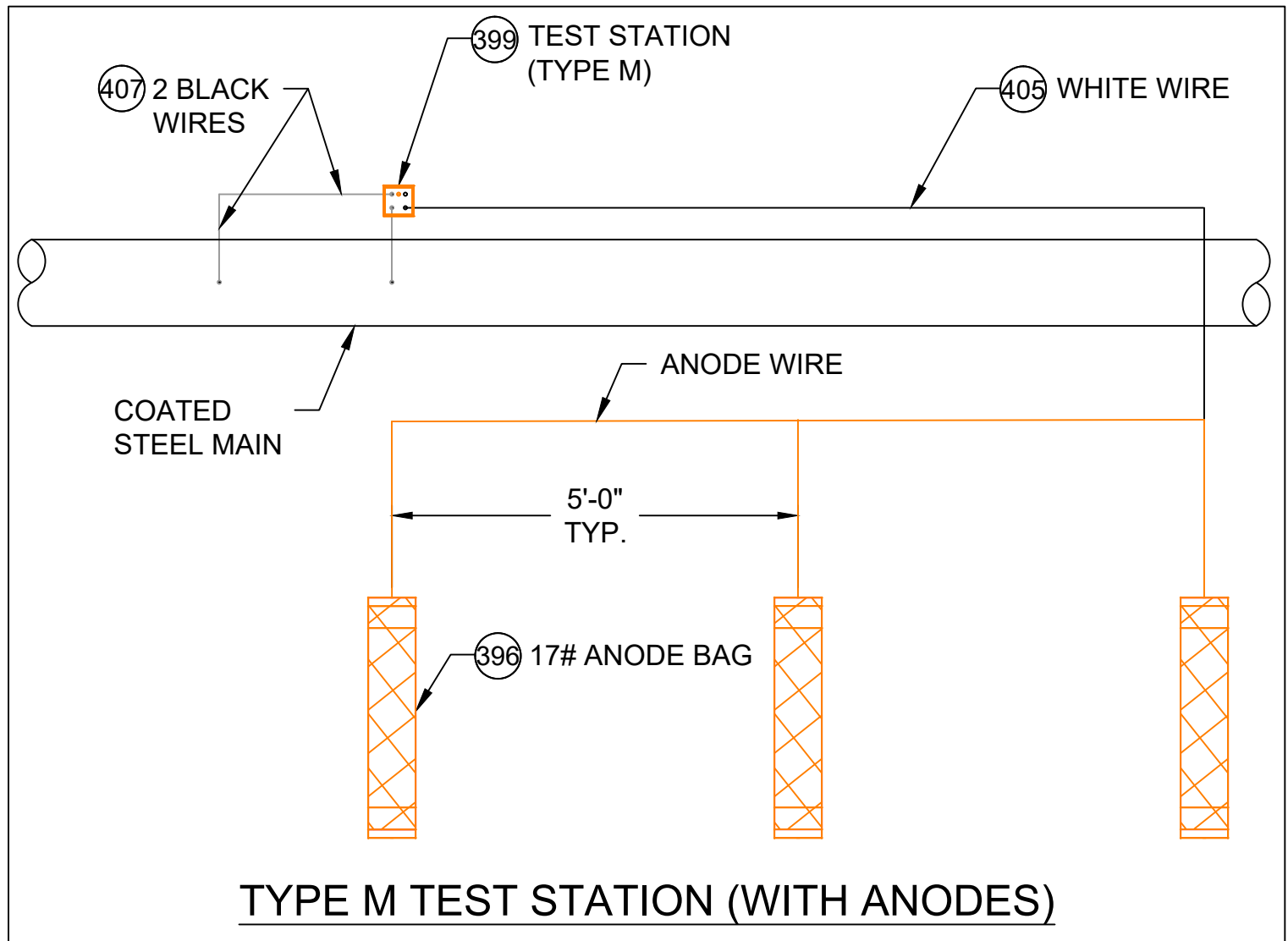
DETAIL CP3
SCALE: 1/2" = 1'-0"



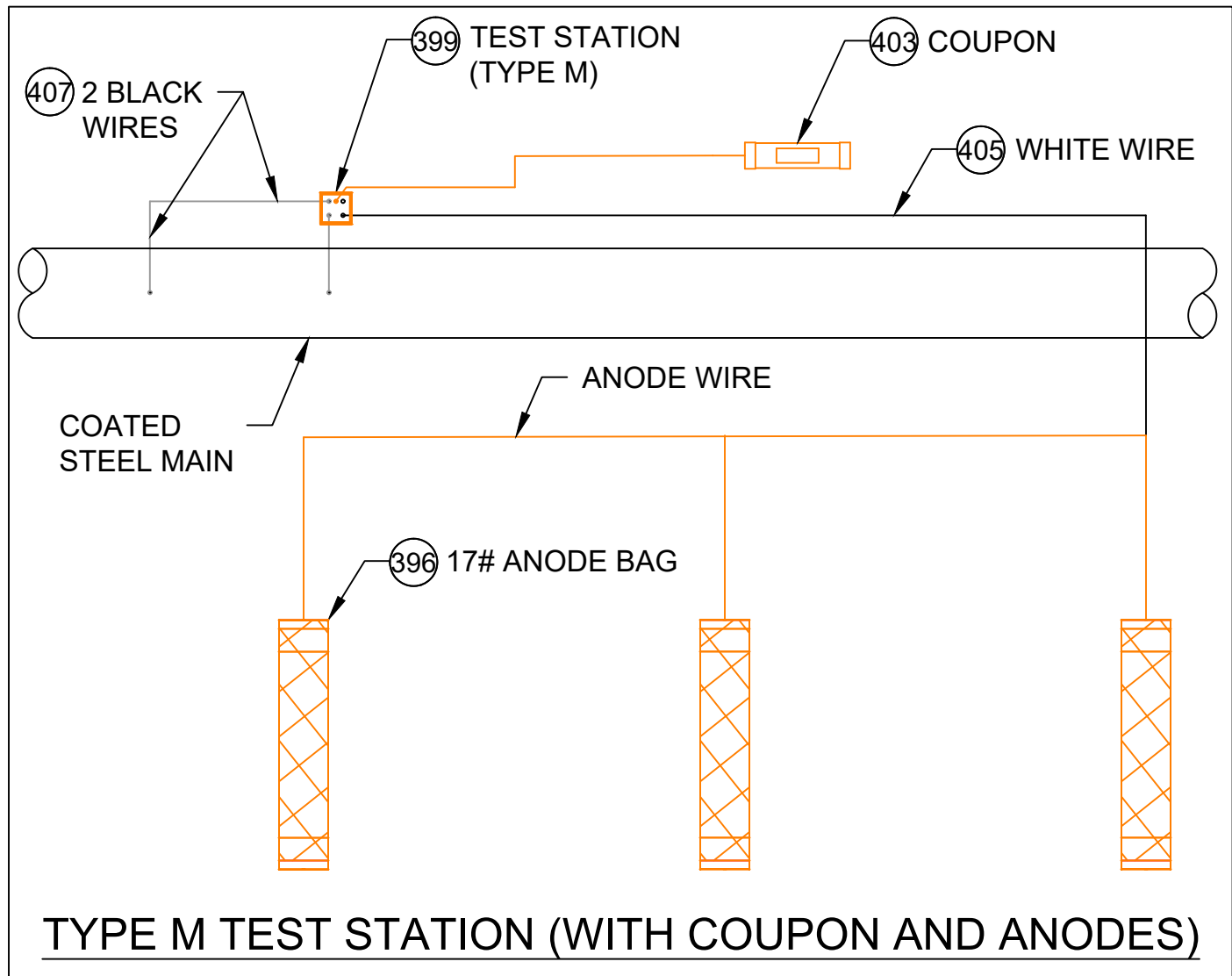
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SCALE: 1/2" = 1'-0"



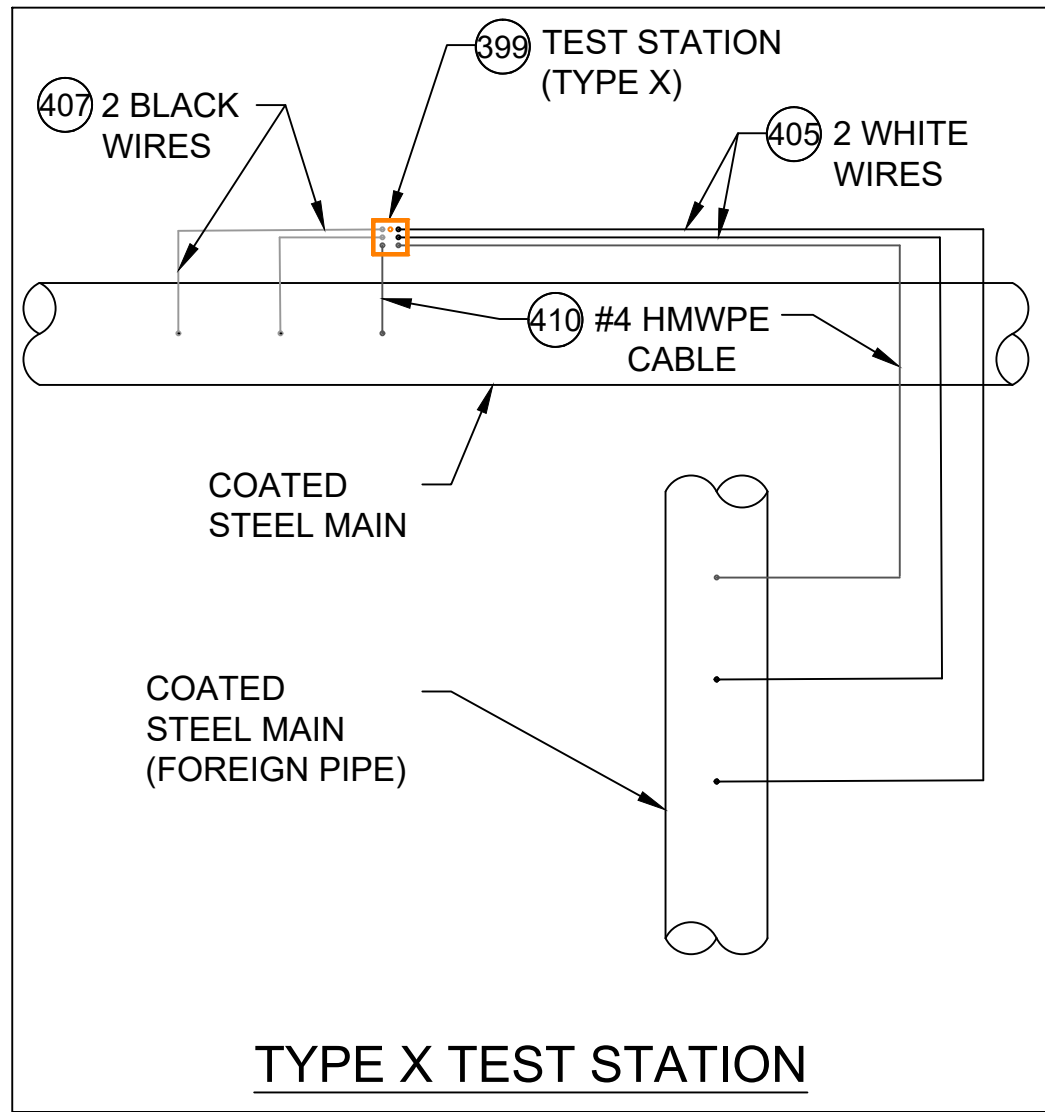
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SCALE: 1/2" = 1'-0"



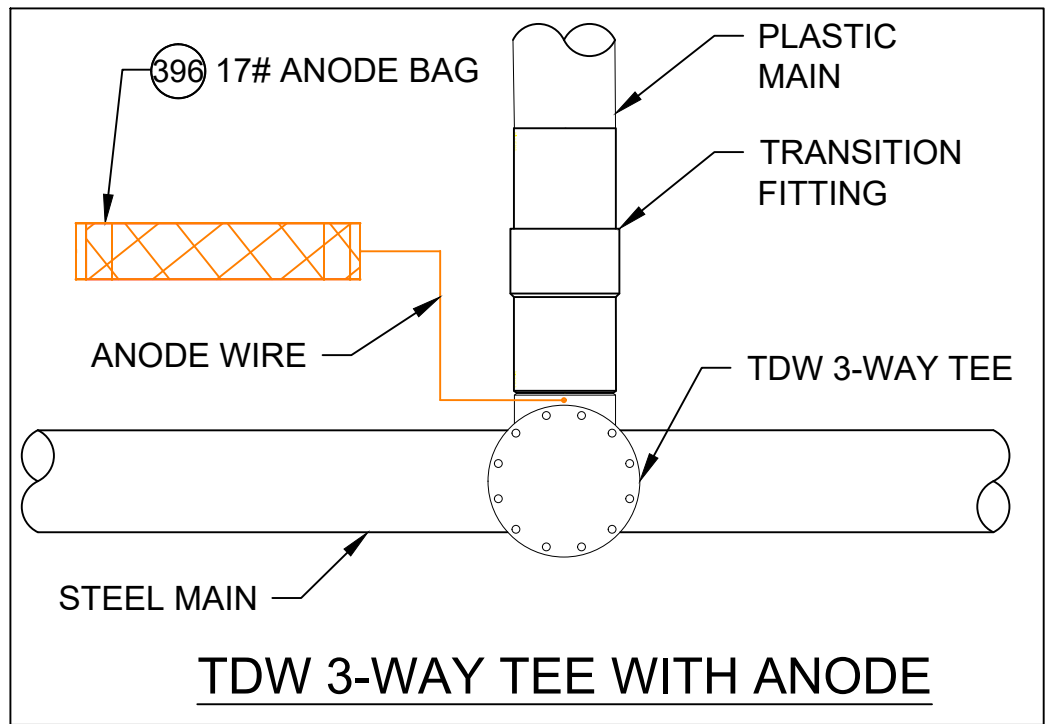
DETAIL CP6
SCALE: 1/2" = 1'-0"



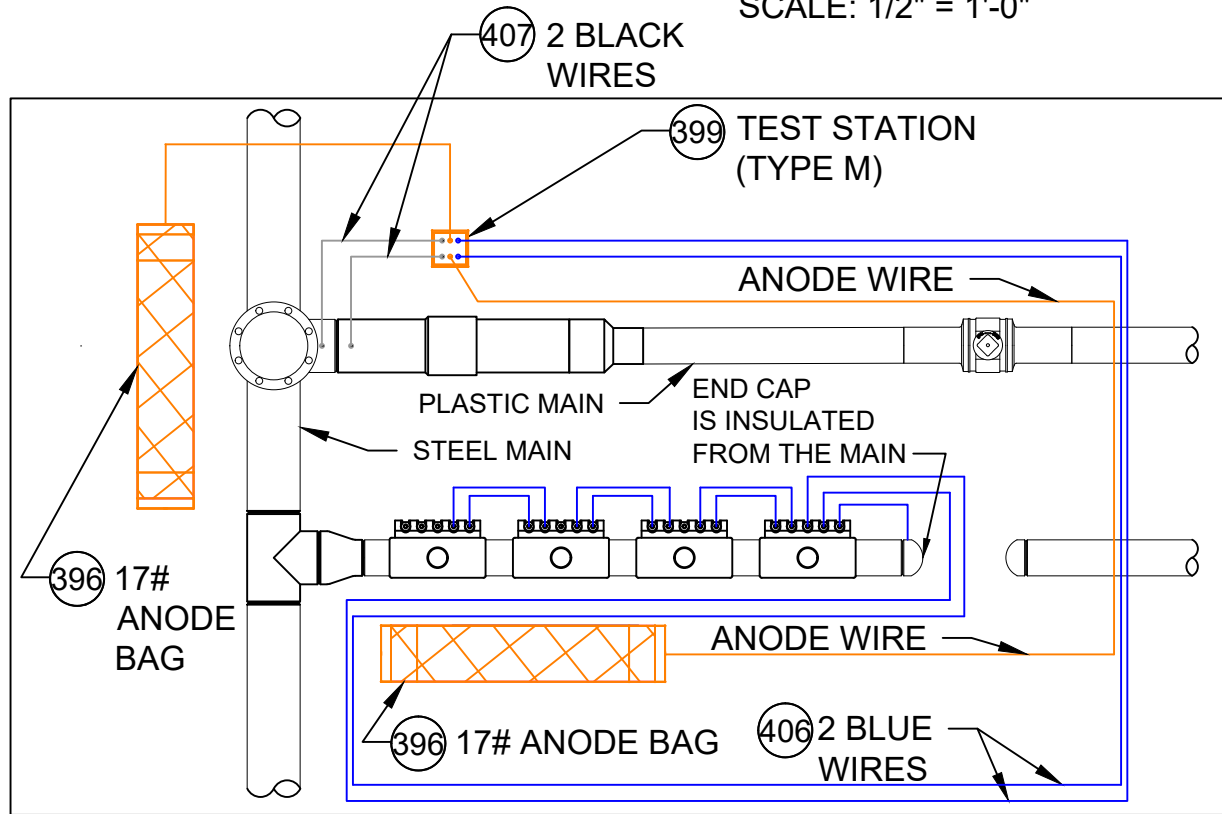
DETAIL CP7
SCALE: 1/2" = 1'-0"



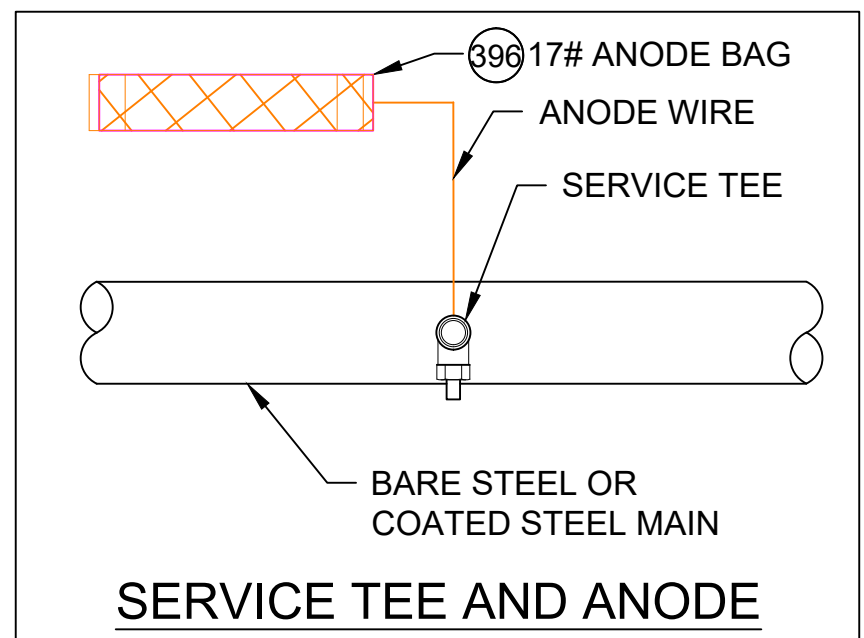
DETAIL CP8
SCALE: 1/2" = 1'-0"



DETAIL CP9
SCALE: 1/2" = 1'-0"



DETAIL CP10
SCALE: 1/2" = 1'-0"



DETAIL CP11
SCALE: 1/2" = 1'-0"

CATHODIC PROTECTION BILL OF MATERIALS			
ITEM	MAXIMO NO.	DESCRIPTION	UNITS
396	577776	ANODE,BAG, 17 LB NET, HIGH POTENTIAL MAGNESIUM, W/ 10 FT #10 AWG TW ORANGE LEAD WIRE, PACKED IN CARDBOARD BOX 42 LB TOTAL WEIGHT	EA
397	409626	CONNECTOR, SPLIT BOLT, 12 SOLID - 10 STRANDED, CU TO CU, HOUSING (COVER) MATE IN 590389.	EA
398	590389	HOUSING, 50 V MAX, 10 AWG MAX, FOR PROTECTING TRACER WIRE SPLICES, USED WITH CONNECTOR IN 409626. 10/BAG	EA
399	590871	BOX VALVE, TEST STATION, CP TEST #178, 10-1/4 IN DIA. LID, 8-3/8 IN I.D. 16 IN H., ASTM A48 CL 25 CAST IRON, FOR OFF-ROAD USE ONLY	EA
400	400567	POWDER, CARTRIDGE, TYPE IS F-33, ALLOY , CAP COLOR CLEAR, 15 GM CHARGE, 20/PAC, FOR STEEL PIPE	BOX
401	559168	SLEEVE,ELECTRICAL, #14 TO 10 AWG, W/ THERMITE WELDER, FOR CATHODIC PROTECTION	EA
402	584045	EDI CONCENTRIC COUPON ASSEMBLY INCLUDING UCB-ZIN-LW010, 10 FT OF CABLE	ES
403	603126	EDI CONCENTRIC COUPON ASSEMBLY INCLUDING UCB-ZIN-LW025, 25 FT OF CABLE	ES
404	603140	WIRE,ELECTRICAL, THHN, 1/C, #10 AWG, STRANDED, RED, INSULATED, CU, 500 FT SPOOL, WIRE	ROLL
405	578415	WIRE,ELECTRICAL, THHN, 1/C, #10 AWG, STRANDED, WHITE, INSULATED, CU, 500 FT SPOOL, WIRE	ROLL
406	603141	WIRE,ELECTRICAL, THHN, 1/C, #10 AWG, STRANDED, BLUE INSULATED, CU, 500 FT SPOOL, WIRE	ROLL
407	603139	WIRE ELECTRICAL, THHN, 1/C, #10 AWG, STRANDED, BLACK, INSULATED, CU, 500 FT SPOOL,WIRE	ROLL
408	500804	WELDER,THERMITE, THERMITE, FOR GAS PIPE, #12 CABLE,HORIZONTAL STEEL PIPE 4 IN AND LARGER DIAMETER	EA
409	500805	WELDER,THERMITE, THERMITE, FOR GAS PIPE, #12 CABLE, HORIZONTAL STEEL PIPE 3/4 - 3-1/2 IN DIAMETER	EA
410	405850	CABLE, INSULATED, CATHODIC PROTECTION, 1/C, #4 AWG, 7 STR, 600 V, BLACK, HWMPE, CU, 1000 FT ROLLS	FT
411	397818	ANODE,BAG, 2.5 X 2.5 X 4.5 IN, 10 FT LG, 3 LB, MAGNESIUM, Alternate IN 577776	EA
577	603769	TRENTON-FILL POR PM-GP, 140 FA, FOR FILLING VOIDS & IRREGULAR SPACES PRIOR TO WRAPPING W/WAX TAPE, 0F TO 110F APPLICATION TEMPERATURE, 6 BLOCKS/CASE	CASE
575	400572	PRIMER, 4 GAL/CASE, BROWN, FOR WAX TAPE, APPLICATION TEMP 0 TO 230 F, TEMCOAT 3000	EA
576	503673	TAPE,WAX, 9 FT LG X 4 IN W, 24 ROLLS/CS, ABOVE AND BELOW GROUND APPLICATIONS, TR-#2A WAX, ALUMINUM	ROLL
697	603423	TAPE,WAX, 9 FT LG X 6 IN W X 70-90 MIL THK, 16 ROLLS/CS, ABOVE AND BELOW GROUND APPLICATIONS, TR-#2A WAX, ALUMINUM	ROLL

- NOTES:**
- ALL TEST STATION BOXES SHOULD BE INSTALLED IN A SAFE LOCATION WHERE ONE INDIVIDUAL CAN SAFELY OPEN AND ACCESS THE TEST WIRES. ALL TEST WIRES INSIDE THE BOX SHOULD HAVE ENOUGH SLACK ON THE WIRES SO THEY CAN EXTEND A MINIMUM OF 12" ABOVE GRADE.
 - FOR TYPE A TEST STATIONS, THE TWO WIRES SHOULD BE THERMITE WELDED TO THE COATED STEEL MAIN AND BE THE SAME COLOR. (COUPONS COULD BE ADDED TO THE TEST STATION TYPE).
 - FOR TYPE B TEST STATIONS, EACH OF THE FOUR WIRES SHOULD BE A DIFFERENT COLOR AND DOCUMENTED
 - FOR TYPE C TEST STATIONS, THE WIRES SHOULD BE THE SAME COLOR ON EACH SIDE OF THE INSULATED COUPLING. (ANODES AND/OR COUPONS COULD BE ADDED TO THIS TEST STATION TYPE).
 - FOR TYPE D TEST STATIONS WHICH ARE AT A CASING, WHITE WIRES ARE NORMALLY INSTALLED ON THE STEEL CASING AND BLACK WIRES ARE INSTALLED ON THE CARRIER PIPE. (ANODES AND/OR COUPONS COULD BE ADDED TO THIS TEST STATION TYPE).
 - FOR TYPE M TEST STATIONS, THE TWO WIRES THERMITE WELDED TO THE CARRIER PIPE SHOULD BE THE SAME COLOR WIRE. THERE IS ALSO MAGNESIUM ANODE(S) WIRE(S) LOCATED INSIDE THE TEST STATION BOX.THE WIRE COLOR (TYPICALLY ORANGE) FOR THE ANODES. IF THE ANODE WIRES ARE SPLICED TO A COMMON ANODE HEADER CABLE, THE ANODE HEADER CABLE SHOULD BE A (WHITE OR RED) DIFFERENT COLOR WIRE THAN THE WIRE THAT WAS THERMITE WELDED TO THE CARRIER PIPE. AT A TYPE M TEST STATION, NO MAGNESIUM ANODES SHOULD BE DIRECTLY THERMITE WELDED TO THE CARRIER PIPE OR IN CONTACT WITH THE CARRIER PIPE. THE ANODE HEADER WIRE OR INDIVIDUAL ANODE WIRES SHOULD TERMINATE INSIDE THE TEST STATION BOX. ANODES SHOULD BE SPACED A MINIMUM OF 5' ON CENTER FROM EACH OTHER AND A MINIMUM OF 12" AWAY AND BELOW THE BOTTOM OF THE STEEL MAIN.
 - IF COUPONS ARE TO BE INSTALLED , FIRST REMOVE THE PROTECTIVE LABEL COVERING THE STEEL COUPON AND THE RED STICKERS COVERING EACH SENSING PORT. CLEAN THE ENTIRE STEEL COUPON SURFACE WITH ALCOHOL TO REMOVE THE CORROSION INHIBITOR. PLACE THE COUPON ASSEMBLY APPROXIMATELY 12" FROM THE GAS MAIN BEING MONITORED WITH THE SENSING PORTS FACING THE GAS MAIN. THE COUPON ASSEMBLY SHOULD BE LOCATED ADJACENT TO THE BOTTOM PORTION OF THE GAS MAIN, ANYWHERE BETWEEN 3 O'CLOCK AND 9 O'CLOCK. THE SOIL BETWEEN THE COUPON AND THE MAIN SHOULD BE WELL COMPACTED AND CONTAIN NO ROCKS LARGER THAN A CENTIMETER IN DIAMETER OR FOREIGN MATERIAL.
 - ONE (1) 3# ANODE (MINIMUM) SHALL BE INSTALLED TO PROTECT THE CLAMPS ON EACH 10-FOOT SPAN OF PIPE. EACH 10-FOOT SPAN OF PIPE MUST BE A CONTINUOUS SECTION OF STEEL. CLAMPS ON NON-CONTINUOUS SECTIONS OF STEEL EVEN IF THEY ARE WITHIN 10 FEET OF EACH CANNOT BE PROTECTED BY THE SAME ANODE.
 - REFER TO CONSTRUCTION STANDARD CS-500 SECTION IV.G WHICH PROVIDES GENERAL GUIDANCE REGARDING "WRAPPING" FOR CORROSION PROTECTION. CS-500 SECTION IV.G.5. DESCRIBES THE BASIC STEPS REQUIRED TO WRAP LEAK REPAIR CLAMPS.

NOTE: DETAILS CP-9 AND CP-11 ARE FOR NEW STEEL FITTINGS THAT ARE NOT ELECTRICALLY ISOLATED FROM EXISTING UNPROTECTED STEEL. THESE ANODES ARE DIRECTLY CONNECTED TO THE NEW STEEL FITTING AND THE ANODE MUST BE A MINIMUM OF 2 FEET FROM ANY NEW ISOLATED FITTINGS OR ASSOCIATED ANODES.

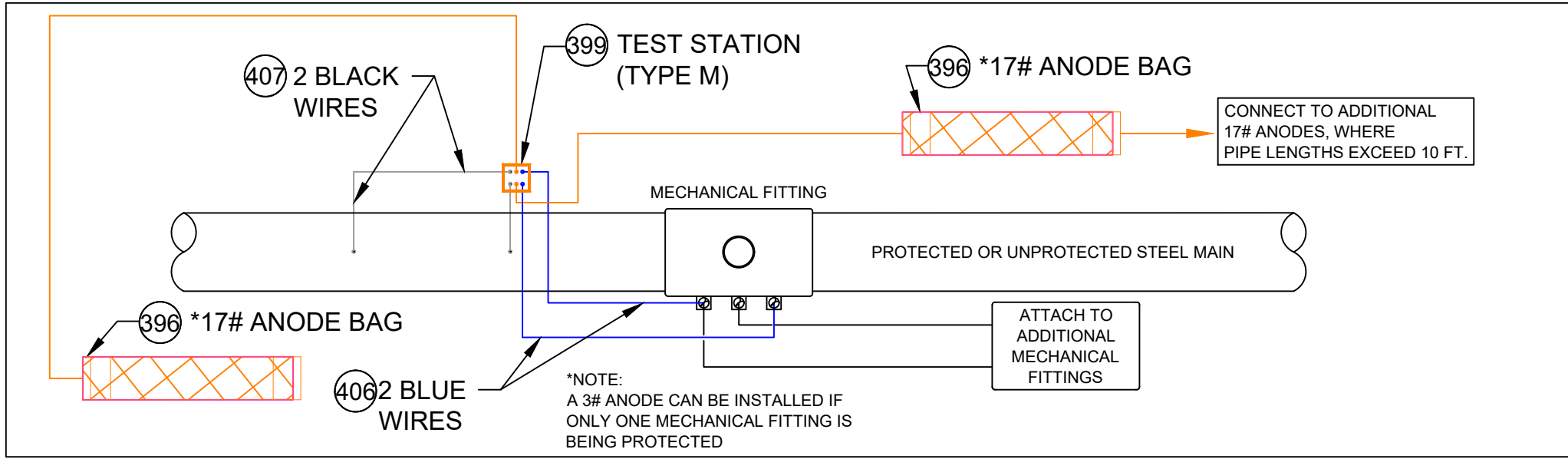
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A	FPO CREATED	5/20/24	RPB / PJV
No.	Description	Date	Dw/Ck
Revision/Status			
WILLARD AVE - ENCROACHMENT, SPRINGFIELD, MA			
PROJECT # 24EG202 / WORK ORDER # 17505791			
DETAILS, NOTES AND BILL OF MATERIALS			
SCALE: NTS		SHEET 11 OF 14	
Drawn by / Date	Checked by / Date	Drawing Number	Rev. No.
RPB 5/15/24	PJV 5/20/24	MA-SPR-PIP-24-069-11	0

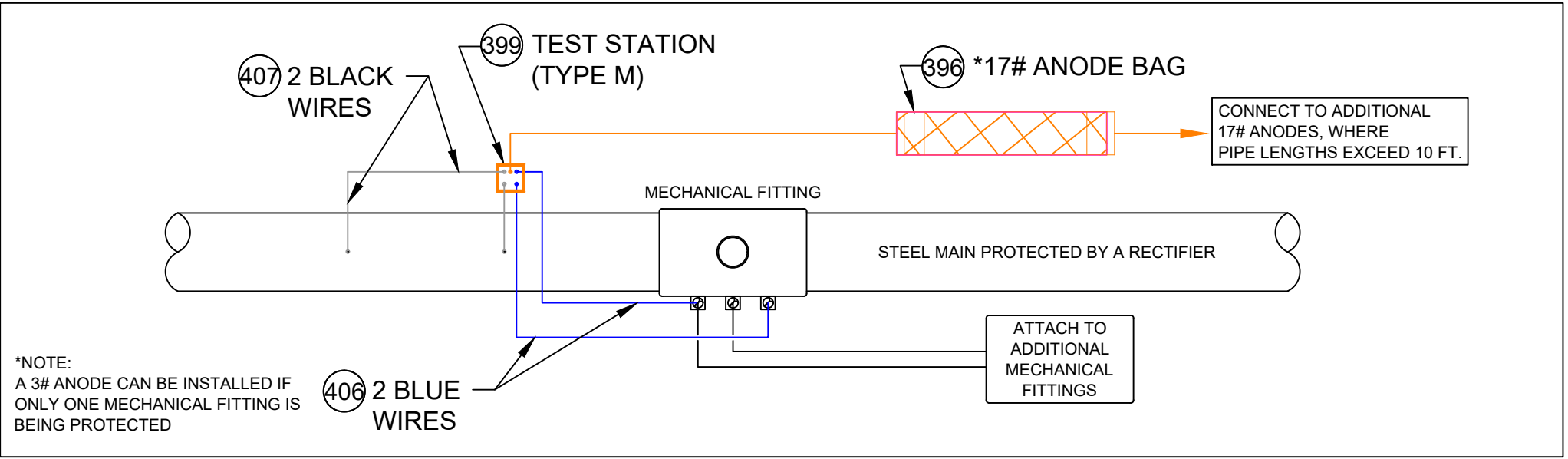
FIELD VERIFY DIMENSIONS
PRIOR TO PIPE FABRICATION

Willard Ave IFR.dwg

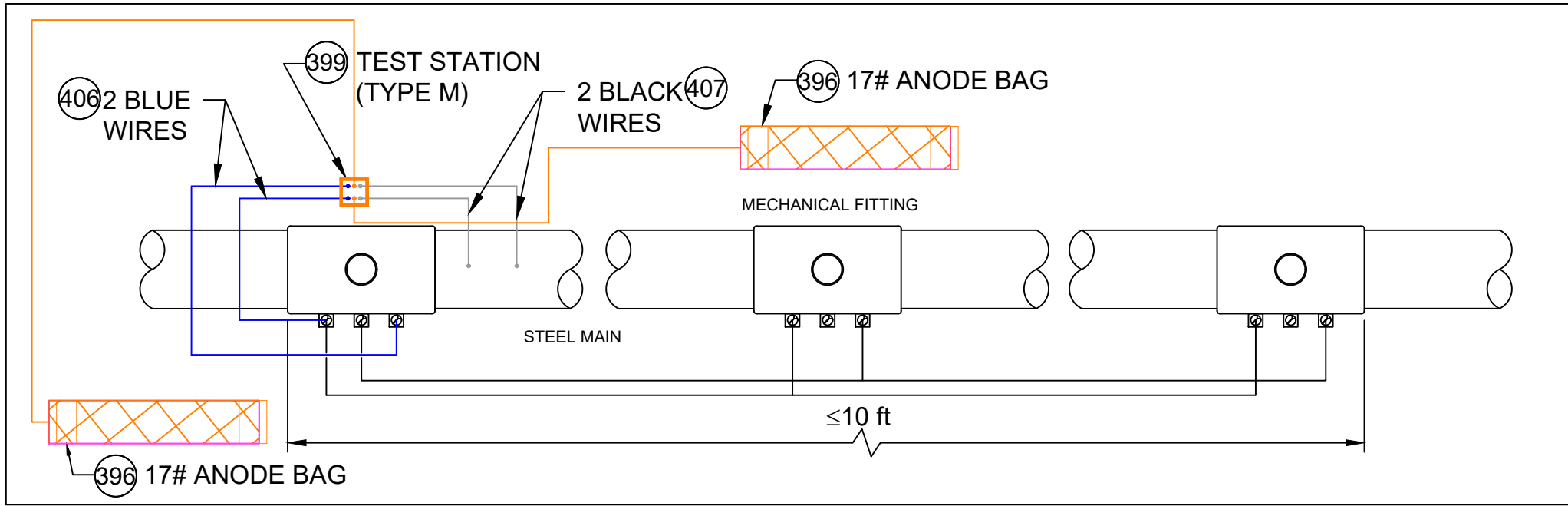
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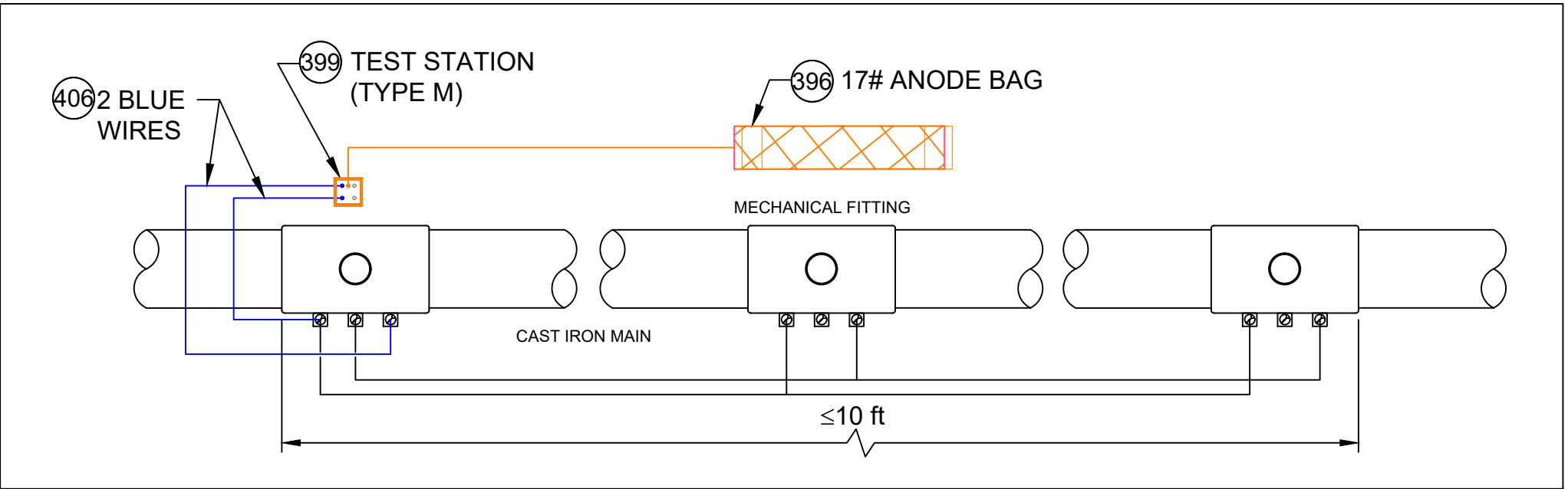
TEST STATION CONNECTION DETAILS FOR MECHANICAL FITTINGS
INSTALLED ON A STEEL MAIN
DETAIL CP12
SCALE: 1/2" = 1'-0"



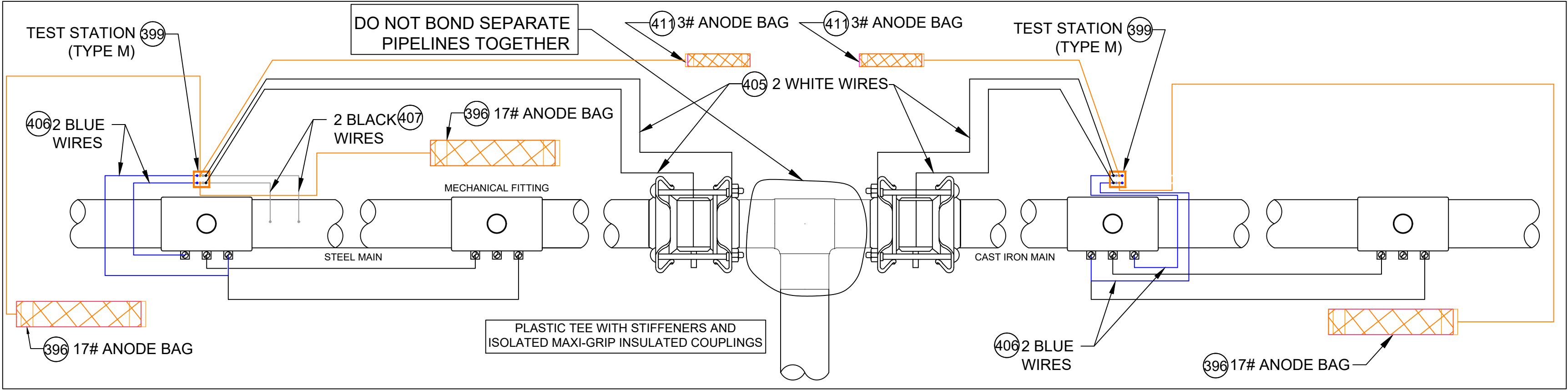
TEST STATION CONNECTION DETAILS FOR MECHANICAL FITTINGS
INSTALLED ON STEEL MAIN PROTECTED BY A RECTIFIER
DETAIL CP13
SCALE: 1/2" = 1'-0"



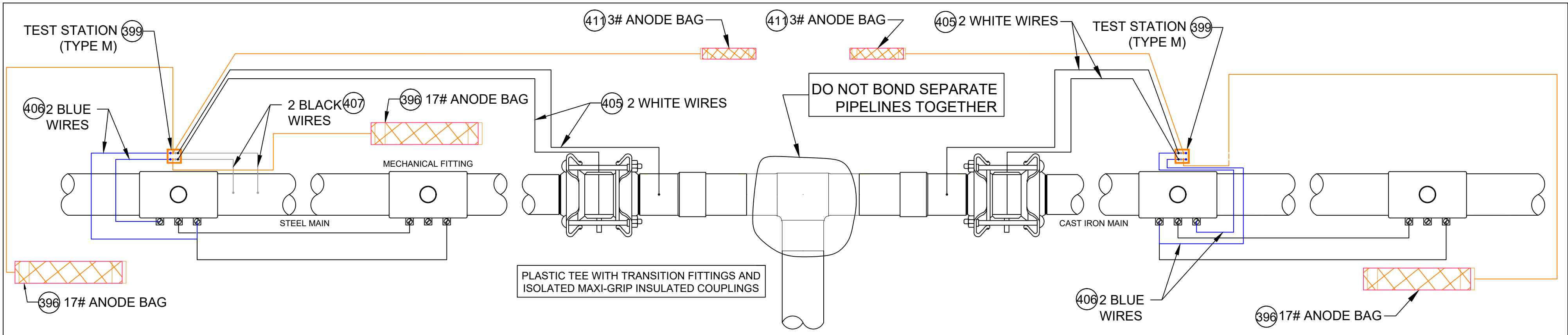
ANODE INSTALLATION FOR MULTIPLE MECHANICAL FITTINGS
INSTALLED ON A ELECTRICALLY CONTINUOUS SECTION OF STEEL MAIN
DETAIL CP14
SCALE: 1/2" = 1'-0"



ANODE INSTALLATION FOR MULTIPLE MECHANICAL FITTINGS
INSTALLED ON A CAST IRON MAIN
DETAIL CP15
SCALE: 1/2" = 1'-0"



ANODE INSTALLATION FOR MULTIPLE MECHANICAL FITTINGS
INSTALLED ON NON-ELECTRICALLY CONTINUOUS SECTIONS OF STEEL AND CAST IRON PIPING
DETAIL CP16
SCALE: 1/2" = 1'-0"



ANODE INSTALLATION FOR MULTIPLE MECHANICAL FITTINGS
INSTALLED ON NON-ELECTRICALLY CONTINUOUS SECTIONS OF STEEL AND CAST IRON PIPING
DETAIL CP16A
SCALE: 1/2" = 1'-0"

CATHODIC PROTECTION BILL OF MATERIALS			
ITEM	MAXIMO NO.	DESCRIPTION	UNITS
396	577776	ANODE,BAG, 17 LB NET, HIGH POTENTIAL MAGNESIUM, W/ 10 FT #10 AWG TW ORANGE LEAD WIRE, PACKED IN CARDBOARD BOX 42 LB TOTAL WEIGHT	EA
397	409626	CONNECTOR, SPLIT BOLT, 12 SOLID - 10 STRANDED, CU TO CU, HOUSING (COVER) MATE IN 590389.	EA
398	590389	HOUSING, 50 V MAX, 10 AWG MAX, FOR PROTECTING TRACER WIRE SPLICES, USED WITH CONNECTOR IN 409626. 10/BAG	EA
399	590871	BOX VALVE, TEST STATION, CP TEST #178, 10-1/4 IN DIA. LID, 8-3/8 IN I.D. 16 IN H., ASTM A48 CL 25 CAST IRON, FOR OFF-ROAD USE ONLY	EA
400	400567	POWDER, CARTRIDGE, TYPE IS F-33, ALLOY , CAP COLOR CLEAR, 15 GM CHARGE, 20/PAC, FOR STEEL PIPE	BOX
401	559168	SLEEVE,ELECTRICAL, #14 TO 10 AWG, W/ THERMITE WELDER, FOR CATHODIC PROTECTION	EA
402	584045	EDI CONCENTRIC COUPON ASSEMBLY INCLUDING UCB-ZIN-LW010, 10 FT OF CABLE	ES
403	603126	EDI CONCENTRIC COUPON ASSEMBLY INCLUDING UCB-ZIN-LW025, 25 FT OF CABLE	ES
404	603140	WIRE,ELECTRICAL, THHN, 1/C, #10 AWG, STRANDED, RED, INSULATED, CU, 500 FT SPOOL, WIRE	ROLL
405	578415	WIRE,ELECTRICAL, THHN, 1/C, #10 AWG, STRANDED, WHITE, INSULATED, CU, 500 FT SPOOL, WIRE	ROLL
406	603141	WIRE,ELECTRICAL, THHN, 1/C, #10 AWG, STRANDED, BLUE INSULATED, CU, 500 FT SPOOL, WIRE	ROLL
407	603139	WIRE ELECTRICAL, THHN, 1/C, #10 AWG, STRANDED, BLACK, INSULATED, CU, 500 FT SPOOL,WIRE	ROLL
408	500804	WELDER,THERMITE, THERMITE, FOR GAS PIPE, #12 CABLE,HORIZONTAL STEEL PIPE 4 IN AND LARGER DIAMETER	EA
409	500805	WELDER,THERMITE, THERMITE, FOR GAS PIPE, #12 CABLE, HORIZONTAL STEEL PIPE 3/4 - 3-1/2 IN DIAMETER	EA
410	405850	CABLE, INSULATED, CATHODIC PROTECTION, 1/C, #4 AWG, 7 STR, 600 V, BLACK, HMWPE, CU, 1000 FT ROLLS	FT
411	397818	ANODE,BAG, 2.5 X 2.5 X 4.5 IN, 10 FT LG, 3 LB, MAGNESIUM, Alternate IN 577776	EA
577	603769	TRENTON-FILL POR PM-GP, 140 FA, FOR FILLING VOIDS & IRREGULAR SPACES PRIOR TO WRAPPING W/WAX TAPE, OF TO 110F APPLICATION TEMPERATURE, 6 BLOCKS/CASE,	CASE
575	400572	PRIMER, 4 GAL/CASE, BROWN, FOR WAX TAPE, APPLICATION TEMP 0 TO 230 F, TEMCOAT 3000	EA
576	503673	TAPE,WAX, 9 FT LG X 4 IN W, 24 ROLLS/CS, ABOVE AND BELOW GROUND APPLICATIONS, TR-#2A WAX, ALUMINUM	ROLL
697	603423	TAPE,WAX, 9 FT LG X 6 IN W X 70-90 MIL THK, 16 ROLLS/CS, ABOVE AND BELOW GROUND APPLICATIONS, TR-#2A WAX, ALUMINUM	ROLL

- NOTES:
- ALL TEST STATION BOXES SHOULD BE INSTALLED IN A SAFE LOCATION WHERE ONE INDIVIDUAL CAN SAFELY OPEN AND ACCESS THE TEST WIRES. ALL TEST WIRES INSIDE THE BOX SHOULD HAVE ENOUGH SLACK ON THE WIRES SO THEY CAN EXTEND A MINIMUM OF 12" ABOVE GRADE.
 - FOR TYPE A TEST STATIONS, THE TWO WIRES SHOULD BE THERMITE WELDED TO THE COATED STEEL MAIN AND BE THE SAME COLOR. (COUPONS COULD BE ADDED TO THE TEST STATION TYPE).
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 - FOR TYPE C TEST STATIONS, THE WIRES SHOULD BE THE SAME COLOR ON EACH SIDE OF THE INSULATED COUPLING. (ANODES AND/OR COUPONS COULD BE ADDED TO THIS TEST STATION TYPE).
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 - IF COUPONS ARE TO BE INSTALLED , FIRST REMOVE THE PROTECTIVE LABEL COVERING THE STEEL COUPON AND THE RED STICKERS COVERING EACH SENSING PORT. CLEAN THE ENTIRE STEEL COUPON SURFACE WITH ALCOHOL TO REMOVE THE CORROSION INHIBITOR. PLACE THE COUPON ASSEMBLY APPROXIMATELY 12" FROM THE GAS MAIN BEING MONITORED WITH THE SENSING PORTS FACING THE GAS MAIN. THE COUPON ASSEMBLY SHOULD BE LOCATED ADJACENT TO THE BOTTOM PORTION OF THE GAS MAIN, ANYWHERE BETWEEN 3 O'CLOCK AND 9 O'CLOCK. THE SOIL BETWEEN THE COUPON AND THE MAIN SHOULD BE WELL COMPACTED AND CONTAIN NO ROCKS LARGER THAN A CENTIMETER IN DIAMETER OR FOREIGN MATERIAL.
 - ONE (1) 3# ANODE (MINIMUM) SHALL BE INSTALLED TO PROTECT THE CLAMPS ON EACH 10-FOOT SPAN OF PIPE. EACH 10-FOOT SPAN OF PIPE MUST BE A CONTINUOUS SECTION OF STEEL. CLAMPS ON NON-CONTINUOUS SECTIONS OF STEEL EVEN IF THEY ARE WITHIN 10 FEET OF EACH CANNOT BE PROTECTED BY THE SAME ANODE.
 - REFER TO CONSTRUCTION STANDARD CS-500 SECTION IV.G WHICH PROVIDES GENERAL GUIDANCE REGARDING "WRAPPING" FOR CORROSION PROTECTION. CS-500 SECTION IV.G.5. DESCRIBES THE BASIC STEPS REQUIRED TO WRAP LEAK REPAIR CLAMPS.

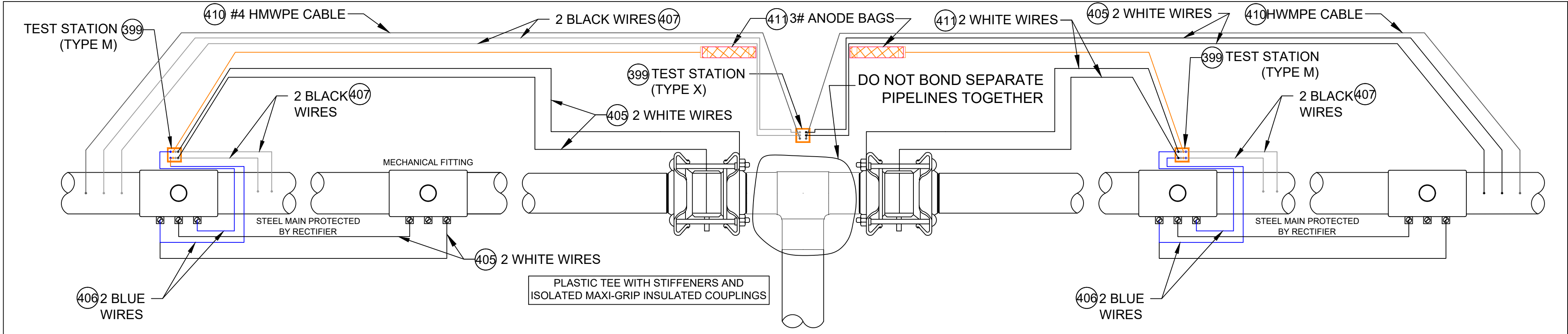
NOTE: WHEN MULTIPLE WIRES FROM DIFFERENT PIPE SECTIONS ARE IN THE SAME TEST STATION, THE WIRES FROM THE SAME PIPE SECTION AND ASSOCIATED ANODE WILL BE TAPED TOGETHER INSIDE THE TEST STATION.

SCALE: 1/2" = 1'-0"

A	FPO CREATED	5/20/24	RPB / PJV
No.	Description	Date	Dw/Ck
Revision/Status			
WILLARD AVE - ENCROACHMENT, SPRINGFIELD, MA			
PROJECT # 24EG202 / WORK ORDER # 17505791			
DETAILS, NOTES AND BILL OF MATERIALS			
SCALE: NTS		SHEET 12 OF 14	
Drawn by / Date	Checked by / Date	Drawing Number	Rev. No.
RPB 5/15/24	PJV 5/20/24	MA-SPR-PIP-24-069-12	0

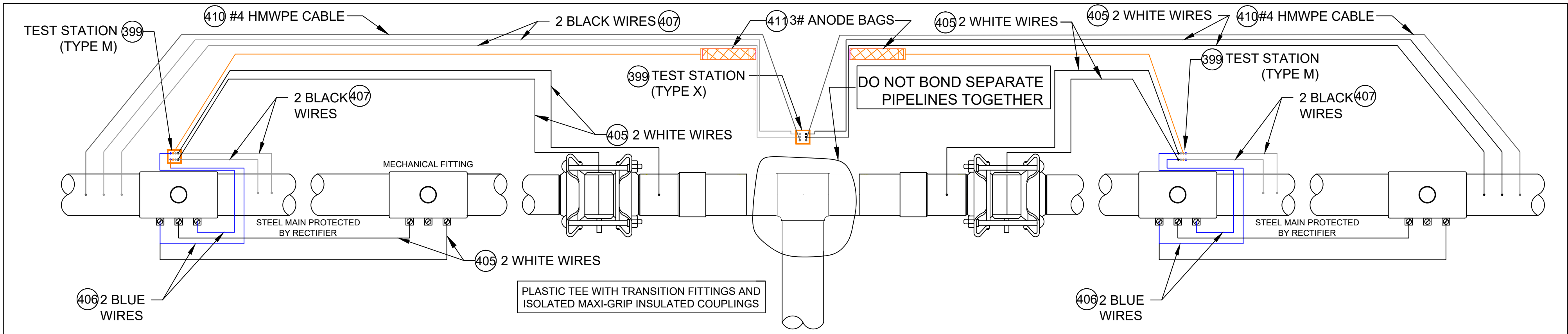
FIELD VERIFY DIMENSIONS
PRIOR TO PIPE FABRICATION

Willard Ave IFR.dwg



ANODE INSTALLATION FOR MULTIPLE MECHANICAL FITTINGS
INSTALLED ON NON-ELECTRICALLY CONTINUOUS SECTIONS OF COATED STEEL PIPING

DETAIL CP17
SCALE: 1/2" = 1'-0"



ANODE INSTALLATION FOR MULTIPLE MECHANICAL FITTINGS
INSTALLED ON NON-ELECTRICALLY CONTINUOUS SECTIONS OF COATED STEEL PIPING

DETAIL CP17A
SCALE: 1/2" = 1'-0"

NOTE: WHEN MULTIPLE WIRES FROM DIFFERENT PIPE SECTIONS ARE IN THE SAME TEST STATION, THE WIRES FROM THE SAME PIPE SECTION AND ASSOCIATED ANODE WILL BE TAPED TOGETHER INSIDE THE TEST STATION.

CATHODIC PROTECTION BILL OF MATERIALS			
ITEM	MAXIMO NO.	DESCRIPTION	UNITS
396	577776	ANODE,BAG, 17 LB NET, HIGH POTENTIAL MAGNESIUM, W/ 10 FT #10 AWG TW ORANGE LEAD WIRE, PACKED IN CARDBOARD BOX 42 LB TOTAL WEIGHT	EA
397	409626	CONNECTOR, SPLIT BOLT, 12 SOLID - 10 STRANDED, CU TO CU, HOUSING (COVER) MATE IN 590389.	EA
398	590389	HOUSING, 50 V MAX, 10 AWG MAX, FOR PROTECTING TRACER WIRE SPLICES, USED WITH CONNECTOR IN 409626. 10/BAG	EA
399	590871	BOX VALVE, TEST STATION, CP TEST #178, 10-1/4 IN DIA. LID, 8-3/8 IN I.D. 16 IN H., ASTM A48 CL 25 CAST IRON, FOR OFF-ROAD USE ONLY	EA
400	400567	POWDER, CARTRIDGE, TYPE IS F-33, ALLOY , CAP COLOR CLEAR, 15 GM CHARGE, 20/PAC, FOR STEEL PIPE	BOX
401	559168	SLEEVE,ELECTRICAL, #14 TO 10 AWG, W/ THERMITE WELDER, FOR CATHODIC PROTECTION	EA
402	584045	EDI CONCENTRIC COUPON ASSEMBLY INCLUDING UCB-ZIN-LW010, 10 FT OF CABLE	ES
403	603126	EDI CONCENTRIC COUPON ASSEMBLY INCLUDING UCB-ZIN-LW025, 25 FT OF CABLE	ES
404	603140	WIRE,ELECTRICAL, THHN, 1/C, #10 AWG, STRANDED, RED, INSULATED, CU, 500 FT SPOOL, WIRE	ROLL
405	578415	WIRE,ELECTRICAL, THHN, 1/C, #10 AWG, STRANDED, WHITE, INSULATED, CU, 500 FT SPOOL, WIRE	ROLL
406	603141	WIRE,ELECTRICAL, THHN, 1/C, #10 AWG, STRANDED, BLUE INSULATED, CU, 500 FT SPOOL, WIRE	ROLL
407	603139	WIRE ELECTRICAL, THHN, 1/C, #10 AWG, STRANDED, BLACK, INSULATED, CU, 500 FT SPOOL,WIRE	ROLL
408	500804	WELDER,THERMITE, THERMITE, FOR GAS PIPE, #12 CABLE,HORIZONTAL STEEL PIPE 4 IN AND LARGER DIAMETER	EA
409	500805	WELDER,THERMITE, THERMITE, FOR GAS PIPE, #12 CABLE, HORIZONTAL STEEL PIPE 3/4 - 3-1/2 IN DIAMETER	EA
410	405850	CABLE, INSULATED, CATHODIC PROTECTION, 1/C, #4 AWG, 7 STR, 600 V, BLACK, HMWPE, CU, 1000 FT ROLLS	FT
411	397818	ANODE,BAG, 2.5 X 2.5 X 4.5 IN, 10 FT LG, 3 LB, MAGNESIUM, Alternate IN 577776	EA
577	603769	TRENTON-FILL POR PM-GP, 140 FA, FOR FILLING VOIDS & IRREGULAR SPACES PRIOR TO WRAPPING W/WAX TAPE, OF TO 110F APPLICATION TEMPERATURE, 6 BLOCKS/CASE,	CASE
575	400572	PRIMER, 4 GAL/CASE, BROWN, FOR WAX TAPE, APPLICATION TEMP 0 TO 230 F, TEMCOAT 3000	EA
576	503673	TAPE,WAX, 9 FT LG X 4 IN W, 24 ROLLS/CS, ABOVE AND BELOW GROUND APPLICATIONS, TR-#2A WAX, ALUMINUM	ROLL
697	603423	TAPE,WAX, 9 FT LG X 6 IN W X 70-90 MIL THK, 16 ROLLS/CS, ABOVE AND BELOW GROUND APPLICATIONS, TR-#2A WAX, ALUMINUM	ROLL

NOTES:

- ALL TEST STATION BOXES SHOULD BE INSTALLED IN A SAFE LOCATION WHERE ONE INDIVIDUAL CAN SAFELY OPEN AND ACCESS THE TEST WIRES. ALL TEST WIRES INSIDE THE BOX SHOULD HAVE ENOUGH SLACK ON THE WIRES SO THEY CAN EXTEND A MINIMUM OF 12" ABOVE GRADE.
- FOR TYPE A TEST STATIONS, THE TWO WIRES SHOULD BE THERMITE WELDED TO THE COATED STEEL MAIN AND BE THE SAME COLOR. (COUPONS COULD BE ADDED TO THE TEST STATION TYPE).
- FOR TYPE B TEST STATIONS, EACH OF THE FOUR WIRES SHOULD BE A DIFFERENT COLOR AND DOCUMENTED
- FOR TYPE C TEST STATIONS, THE WIRES SHOULD BE THE SAME COLOR ON EACH SIDE OF THE INSULATED COUPLING. (ANODES AND/OR COUPONS COULD BE ADDED TO THIS TEST STATION TYPE).
- FOR TYPE D TEST STATIONS WHICH ARE AT A CASING, WHITE WIRES ARE NORMALLY INSTALLED ON THE STEEL CASING AND BLACK WIRES ARE INSTALLED ON THE CARRIER PIPE. (ANODES AND/OR COUPONS COULD BE ADDED TO THIS TEST STATION TYPE).
- FOR TYPE M TEST STATIONS, THE TWO WIRES THERMITE WELDED TO THE CARRIER PIPE SHOULD BE THE SAME COLOR WIRE. THERE IS ALSO MAGNESIUM ANODE(S) WIRE(S) LOCATED INSIDE THE TEST STATION BOX.THE WIRE COLOR (TYPICALLY ORANGE) FOR THE ANODES. IF THE ANODE WIRES ARE SPliced TO A COMMON ANODE HEADER CABLE, THE ANODE HEADER CABLE SHOULD BE A (WHITE OR RED) DIFFERENT COLOR WIRE THAN THE WIRE THAT WAS THERMITE WELDED TO THE CARRIER PIPE. AT A TYPE M TEST STATION, NO MAGNESIUM ANODES SHOULD BE DIRECTLY THERMITE WELDED TO THE CARRIER PIPE OR IN CONTACT WITH THE CARRIER PIPE. THE ANODE HEADER WIRE OR INDIVIDUAL ANODE WIRES SHOULD TERMINATE INSIDE THE TEST STATION BOX. ANODES SHOULD BE SPACED A MINIMUM OF 5' ON CENTER FROM EACH OTHER AND A MINIMUM OF 12" AWAY AND BELOW THE BOTTOM OF THE STEEL MAIN.
- IF COUPONS ARE TO BE INSTALLED , FIRST REMOVE THE PROTECTIVE LABEL COVERING THE STEEL COUPON AND THE RED STICKERS COVERING EACH SENSING PORT. CLEAN THE ENTIRE STEEL COUPON SURFACE WITH ALCOHOL TO REMOVE THE CORROSION INHIBITOR. PLACE THE COUPON ASSEMBLY APPROXIMATELY 12" FROM THE GAS MAIN BEING MONITORED WITH THE SENSING PORTS FACING THE GAS MAIN. THE COUPON ASSEMBLY SHOULD BE LOCATED ADJACENT TO THE BOTTOM PORTION OF THE GAS MAIN, ANYWHERE BETWEEN 3 O'CLOCK AND 9 O'CLOCK. THE SOIL BETWEEN THE COUPON AND THE MAIN SHOULD BE WELL COMPACTED AND CONTAIN NO ROCKS LARGER THAN A CENTIMETER IN DIAMETER OR FOREIGN MATERIAL.
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- REFER TO CONSTRUCTION STANDARD CS-500 SECTION IV.G WHICH PROVIDES GENERAL GUIDANCE REGARDING "WRAPPING" FOR CORROSION PROTECTION. CS-500 SECTION IV.G.5. DESCRIBES THE BASIC STEPS REQUIRED TO WRAP LEAK REPAIR CLAMPS.

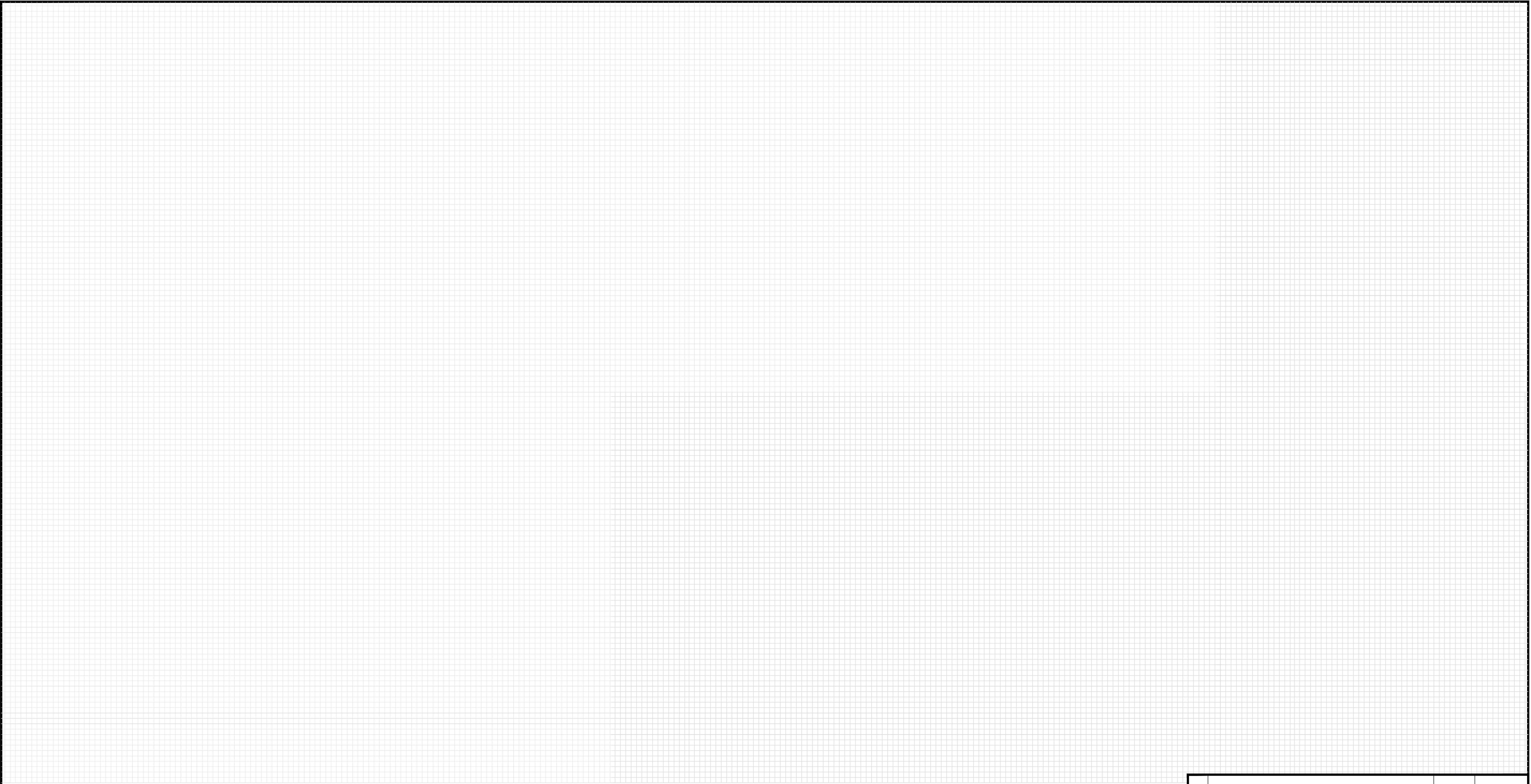
SCALE: 1/2" = 1'-0"

A	FPO CREATED	5/20/24	RPB / PJV
No.	Description	Date	Dw/Ck
Revision/Status			
WILLARD AVE - ENCROACHMENT, SPRINGFIELD, MA			
PROJECT # 24EG202 / WORK ORDER # 17505791			
DETAILS, NOTES AND BILL OF MATERIALS			
SCALE: NTS		SHEET 13 OF 14	
Drawn by / Date	Checked by / Date	Drawing Number	Rev. No.
RPB 5/15/24	PJV 5/20/24	MA-SPR-PIP-24-069-13	0

FIELD VERIFY DIMENSIONS
PRIOR TO PIPE FABRICATION

Willard Ave IFR.dwg

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FOR PERMIT ONLY

PE STAMP AND SIGNATURE

VENDOR LOGO

FIELD VERIFY DIMENSIONS
PRIOR TO PIPE FABRICATION

A	FPO CREATED	5/20/24	RPB / PJV
No.	Description	Date	Dw/Ck
Revision/Status			
WILLARD AVE - ENCROACHMENT, SPRINGFIELD, MA			
PROJECT # 24EG202 / WORK ORDER # 17505791			
PLAN			
SCALE: NTS		SHEET 14 OF 14	
Drawn by / Date		Checked by / Date	
RPB 5/15/24		PJV 5/20/24	
		Drawing Number	
		MA-SPR-PIP-24-069-14	
		Rev. No.	
		1	

CITY OF SPRINGFIELD, MASSACHUSETTS

June 10, 2024

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF SPRINGFIELD:

The Board of Public Works, to which was referred the petition of the Eversource-Gas of Massachusetts, dated May 20, 2024, to install underground gas facilities on Willard Avenue to upgrade to medium-pressure and retire low-pressure cast iron gas infrastructure. Starting with two (2") inches pipe on State Street, running northerly direction eight hundred (800') feet to Shattuck Street; as substantially shown on a plan attached with the project name: Willard Avenue is incorporated herein by reference and to lay and maintain underground gas main pipes for improvements of the system reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977, the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on June 10, 2024, at 3:30 P.M. at the corner of Willard Ave. and State Street in Springfield, MA, after due notice from the office of the City Clerk. two (2) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor and no one (0) voted against.

The Board finds the request necessary so that the utility company can upgrade existing underground facilities to improve the quality of service in the area.

After careful consideration, the Board recommends the petition be granted provided:

That due care for public safety is exercised during construction including but not limited to the use of a police officer(s) for traffic control if necessary.

That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.

That care be taken during said construction not to damage any underground services.

That the construction site be returned to the same condition as found or better.

Said company shall indemnify and save harmless against all damages, costs, and expenses whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.

Attachment: Report City Council Willard Ave. (8113 : EVERSOURCE -Willard Avenue)

In addition, said company shall, before a public way is disturbed for the laying of its wire or conduit, execute its bond in the penal sum of Ten Thousand Dollars (\$10,000) conditioned for the faithful performance of its duties under this permit.

Said company shall comply with the requirements of existing Ordinances and orders and comply with any changes in Ordinances and orders as may hereafter be adopted by the Mayor and Council governing the construction and maintenance of buried cable, conduits, and wires.

Any sidewalks that are damaged or removed will be replaced in kind and accordance with the City of Springfield's Standard Specifications.

Ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.

Any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.

That due care be exercised not to unnecessarily damage any public shade trees located within the construction area.

The Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of the pipe.

That all conditions outlined in the respective order are complied with.

_____)
 _____ Jack Daponde _____)
 _____ John J. Fitzgerald _____)

BOARD OF PUBLIC WORKS



City Council
36 Court Street
Springfield, MA 01103

Meeting: 07/08/24 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors:
DOC ID: 8114

SCHEDULED

PETITION (ID # 8114)

EVERSOURCE - Alton Street

ORDER FOR LOCATION OF UNDERGROUND CONDUIT

WHEREAS, The Board of Public Works, to which was referred the petition Alton Street of Eversource Electric Company dated May 17, 2024, to relocate pole 36/2 on Alton Street,

WHEREAS, said petition Alton Street was referred to the Board of Public Works on May 17, 2024; and

WHEREAS, On May 22, 2024, a Notice of a Public Hearing on Alton Street to be held on June 6, 2024, was sent by mail, to all property owners abutting an affected road, various Departments, Utility Companies, etc before the day of the hearing and posted on two public bulletin board a copy of which is attached a hearing of the Board of Public Works was held as scheduled on-site with the petitioner and interested parties.

WHEREAS, on June 6, 2024, the Board of Public Works reported thereon that, after careful consideration of the petition Alton Street. To install a new pole to relocate pole 36/2 across the road and install 2-5 inch conduits from existing manhole 36/1 crossing Alton Street to the new pole, shown on a plan attached entitled:

EVERSOURCE, Alton Street

consisting of one (1) sheet, which plan is incorporated herein by reference and is on file in the office of the Engineering Division of the Department of Public Works, Springfield, Massachusetts.

WHEREAS, the petition Alton Street came before the City Council for a Public Hearing on this date,

NOW THEREFORE, BE IT ORDERED:

1. That due care for public safety is exercised during construction including but not limited to the use of a police officer(s) for traffic control if necessary.
2. That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.
3. That care be taken during said construction not to damage any underground services.

4. That the construction site be returned to the same condition as found or better.
5. Said company shall indemnify and save harmless against all damages, costs, and expenses whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.
6. In addition said company shall, before a public way is disturbed for the laying of its wire or conduit, execute its bond in the penal sum of Ten Thousand Dollars (\$10,000) conditioned for the faithful performance of its duties under this permit.
7. Said company shall comply with the requirements of existing Ordinances and orders and comply with any changes in Ordinances and orders as may hereafter be adopted by the Mayor and Council governing the construction and maintenance of buried cable, conduits, and wires.
8. Any sidewalks that are damaged or removed will be replaced in kind and accordance with the City of Springfield's Standard Specifications.
9. Ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.
10. Any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.
11. That all proposed silo, manhole, and hexhole covers will conform to and be compatible with established street, treebelt, or sidewalk grades with suitable non-skid covers when in the sidewalk area.
12. The Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of pipe.
13. That asphalt trench restoration be done in accordance with the City of Springfield DPW requirements.
14. That all conditions outlined in the respective order are complied with.

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: June 6, 2024

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF SPRINGFIELD:

The Board of Public Works, to which was referred the petition Alton Street of Eversource Electric Company dated May 17, 2024 to install a new pole to relocate pole 36/2 across the road and install 2-5 inch conduits from existing manhole 36/1 crossing Alton Street to the new pole., which is incorporated herein by reference and to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977, the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on June 6, 2024 at 3:30 P.M. at the corner of Alton Street and State Street Springfield, MA two (2) members of the Board and one (1) persons interested in the matter were present. Of the latter, one (1) voted in favor and no one (0) voted against.

The Board considers the request necessary to provide reliability to the area.

After careful consideration, the Board recommends the petition be granted provided:

That due care for public safety is exercised during construction including but not limited to the use of a police officer(s) for traffic control if necessary.

That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.

That care be taken during said construction not to damage any underground services.

That the construction site be returned to the same condition as found or better.

Said company shall indemnify and save harmless against all damages, costs and expenses whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.

In addition said company shall, before a public way is disturbed for the laying of its wire or conduit, execute its bond in the penal sum of Ten Thousand Dollars (\$10,000) conditioned for faithful performance of its duties under this permit.

Said company shall comply with the requirements of existing Ordinances and orders and comply with any changes in Ordinances and orders as may hereafter be adopted by the Mayor and Council governing the construction and maintenance of buried cable, conduits and wires.

Attachment: Alton Street Report (8114 : EVERSOURCE - Alton Street)

That any sidewalks that are damaged or removed will be replaced in kind and in accordance with the City of Springfield's Standard Specifications.

That ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.

That any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.

That due care be exercised not to unnecessarily damage any public shade trees located within the construction area.

That the Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of pipe.

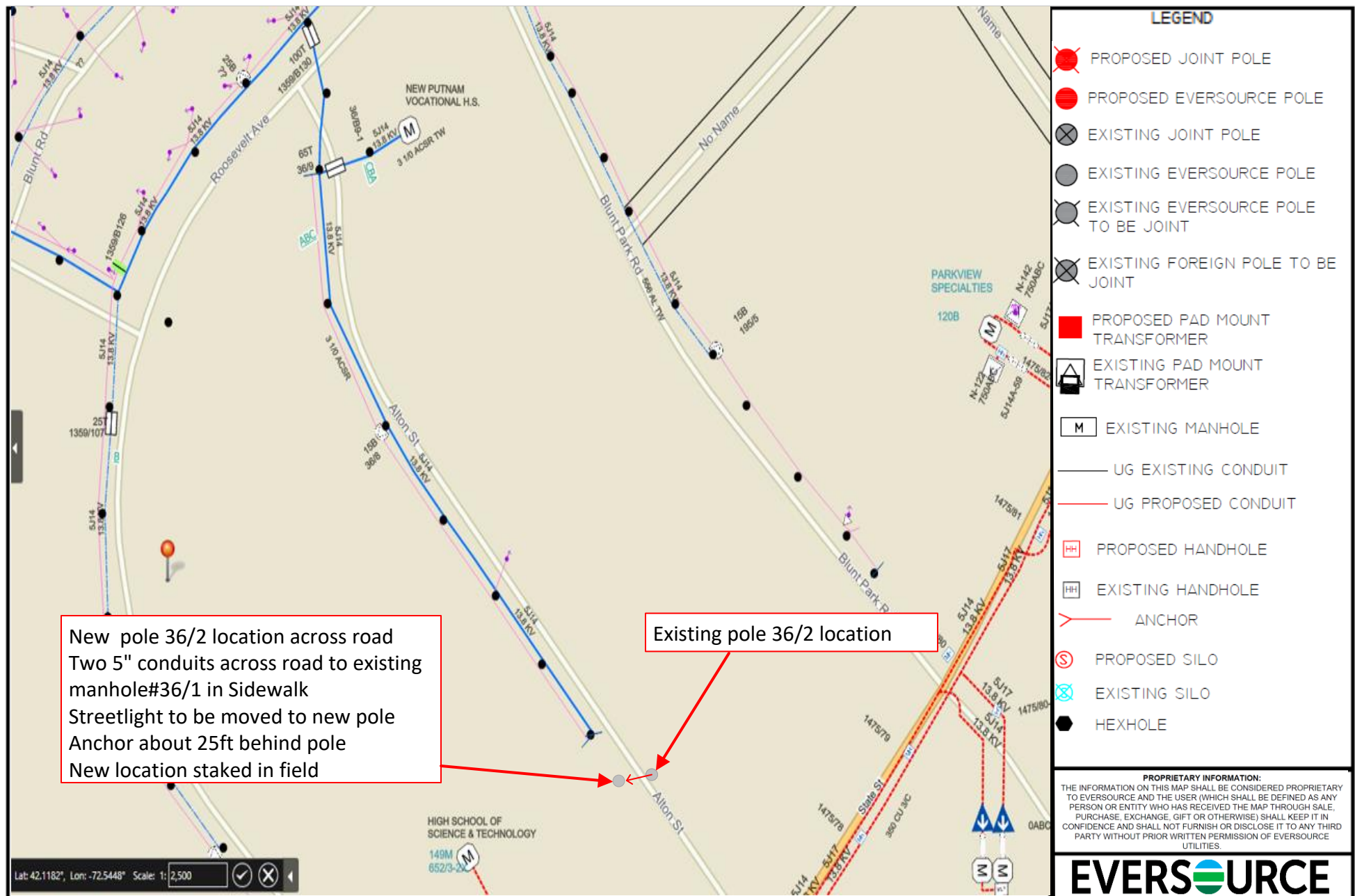
That all conditions set forth in the respective order are complied with.

_____)

_____Jack Deponde_____)

_____John J. Fitzgerald_____)

BOARD OF PUBLIC WORKS



Purpose and Description:

Eversource is requesting Permission to Relocate pole 36/2 across road in order to build a new circuit Tie from existing MH#36/1. The existing streetlight would be shifted to the new pole and the old pole removed

Two 5 Inch conduits would be installed from existing manhole #36/1 crossing the road to the new staked out pole location

This work is being done to provide a circuit tie to improve reliability.



PETITION FOR SOLE POLE LOCATIONS

To the Select Board of Springfield, Massachusetts.

~~NSTAR ELECTRIC COMPANY DBA~~ EVERSOURCE ENERGY ~~and VERIZON NEW ENGLAND, INC. request~~requests permission to remove and install a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way:

Location: Alton Street, Springfield, MA.

Reason: Eversource is requesting permission to relocate pole 36/2 across the road in order to build a new circuit tie from existing manhole 36/1. The existing streetlight would be shifted to the new pole, and the old pole would be removed. Two 5-inch conduits would be installed from existing manhole 36/1 crossing the road to the new staked out pole location. The work is being done to provide a circuit tie to improve reliability.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the field plan herewith and made a part hereof marked **82132172**.

Also, for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

~~NSTAR ELECTRIC COMPANY DBA~~ EVERSOURCE ENERGY

Zachery Berry

By _____
District Representative

413-787-1036

Dated this 17th day of May, 2024.

Attachment: 17184286 Alton St SPFLD Sole Petition (8114 : EVERSOURCE - Alton Street)



ORDER FOR POLE LOCATIONS

By the Selectboard of the City of Springfield, Massachusetts.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED:

That the EVERSOURCE ENERGY be and it is hereby granted a location for and permission to construct and maintain a line of poles wires and cables together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way hereinafter referred to as requested in petition of said Company dated the 17th day of May, 2024.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked **82132172** filed with and made a part of said petition. There may be attached to said poles not to exceed 18 wires and 2 cables and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground.

The following is the public way along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Location: Alton Street, Springfield, MA.

Reason: Eversource is requesting permission to relocate pole 36/2 across the road in order to build a new circuit tie from existing manhole 36/1. The existing streetlight would be shifted to the new pole, and the old pole would be removed. Two 5-inch conduits would be installed from existing manhole 36/1 crossing the road to the new staked out pole location. The work is being done to provide a circuit tie to improve reliability.

Also that permission be and thereby is granted to said EVERSOURCE to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Selectboard of Springfield, Massachusetts held on the _____ day of _____, 2024.

Town Clerk

We hereby certify that on _____ 2024, at _____ o'clock __M, at _____ a public hearing was held on the petition of the EVERSOURCE for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Selectboard of Springfield, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Selectboard of the City of Springfield, Massachusetts, on the _____ day of _____ 2024, and recorded with the records of location orders of said town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk

EVERSOURCE COPY

Attachment: 17184286 Alton St SPFLD Sole Order (8114 : EVERSOURCE - Alton Street)



City Council
36 Court Street
Springfield, MA 01103

Meeting: 07/08/24 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors:
DOC ID: 8115

SCHEDULED

PETITION (ID # 8115)

Allen Estates- Sewer Pipe

ORDER FOR LOCATION OF UNDERGROUND UTILITIES

WHEREAS, The Board of Public Works, to which was referred the petition of R Levesque Asso. dated December 22, 2023, to Install 140 feet of 8" sewer main PVC pipe.

WHEREAS, said petition Allen Estates subdivision was referred to the Board of Public Works on May 31, 2024; and

WHEREAS, On June 3, 2024, a Notice of a Public Hearing on Industry Ave. petition, to be held on June 17, 2024, was sent by mail, to all property owners abutting an affected road, various Departments, Utility Companies, before the day of the hearing and posted on two public bulletin board a copy of which is attached a hearing of the Board of Public Works was held as scheduled on-site with the petitioner and interested parties.

WHEREAS, on June 17, 2024, the Board of Public Works reported thereon that, after careful consideration of the petition Allen Estates subdivision to install an 8" inches sewer main from a new manhole in front of the driveway on Allen Street (Emma Lane subdivision) westerly direction with (8") main sewer for hundred forty-four (140') feet to existing manhole on Allen Street., all as substantially shown on a plan attached with project name:

Springfield Allen Estates

Consisting of twelve (12) sheets, which plan is incorporated herein by reference and is on file in the office of the Engineering Division of the Department of Public Works, Springfield, Massachusetts.

WHEREAS, the petition Allen Estates subdivision came before the City Council for a Public Hearing on this date,

NOW, THEREFORE, BE IT ORDERED:

1. That due care for public safety is exercised during construction including but not limited to the use of a police officer(s) for traffic control if necessary.
2. That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.
3. That care be taken during said construction not to damage any underground services.

4. That the construction site be returned to the same condition as found or better.
5. Said company shall indemnify and save harmless against all damages, costs, and expenses whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.
6. In addition, said company shall, before a public way is disturbed for the laying of its wire or conduit, execute its bond in the penal sum of Ten Thousand Dollars (\$10,000) conditioned for the faithful performance of its duties under this permit.
7. Said company shall comply with the requirements of existing Ordinances and orders and comply with any changes in Ordinances and orders as may hereafter be adopted by the Mayor and Council governing the construction and maintenance of buried cable, conduits, and wires.
8. Any sidewalks that are damaged or removed will be replaced in kind and accordance with the City of Springfield's Standard Specifications.
9. Ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.
10. Any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.
11. That all proposed silo, manhole, and hexhole covers will conform to and be compatible with established street, treebelt, or sidewalk grades with suitable non-skid covers when in the sidewalk area.
12. The Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of pipe.
13. That asphalt trench restoration be done in accordance with the City of Springfield DPW requirements.
14. That all conditions set forth in the respective order are complied with.

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: June 17, 2024

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF SPRINGFIELD:

The Board of Public Works, to which referred the petition of Allen Estates subdivision to install an 8” inches sewer main from a new manhole in front of the driveway on Allen Street (Emma Lane subdivision) westerly direction with (8”) main sewer for hundred forty-four (140’) feet to an existing manhole on Allen Street, all as substantially shown on a plan attached with project name, Springfield Allen Estates, which is incorporated herein by reference and to lay and maintain main water & sewer for the purpose to provide service to Emma Lane subdivision, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977, the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on June 17, 2024, at 3:30 P.M. at #1515 Allen St, (Parking lot) Springfield, MA after due notice from the office of the City Clerk. Two (2) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor, and no one (0) voted against.

The Board finds the request necessary to develop the Emma Lane subdivision.

After careful consideration, the Board recommends the petition be granted provided:

That due care for public safety is exercised during construction including but not limited to the use of a police officer(s) for traffic control if necessary.

That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.

That care be taken during said construction not to damage any underground services.

That the construction site be returned to the same condition as found or better.

Said company shall indemnify and save harmless against all damages, costs, and expenses whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.

In addition, said company shall, before a public way is disturbed for the laying of its wire or conduit, execute its bond in the penal sum of Ten Thousand Dollars (\$10,000) conditioned for the faithful performance of its duties under this permit.

Said company shall comply with the requirements of existing Ordinances and orders and comply with any changes in Ordinances and orders as may hereafter be adopted by the

Attachment: Springfield Water & Sewer REPORT Allen Street (8115 : Allen Estates- Sewer Pipe)

Mayor and Council governing the construction and maintenance of buried cable, conduits, and wires.

Any sidewalks that are damaged or removed will be replaced in kind and accordance with the City of Springfield's Standard Specifications.

Ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.

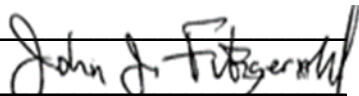
Any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.

That all proposed silo, manhole, and hexhole covers will conform to and be compatible with established street, treebelt, or sidewalk grades with suitable non-skid covers when in the sidewalk area.

That the Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of pipe.

That asphalt trench restoration be done in accordance with the City of Springfield DPW requirements.

That all conditions set forth in the respective order are complied with.


 _____)
 _____)

 _____)

BOARD OF PUBLIC WORKS

Velez, Hector

From: John Tomaszewski <JohnT@rlaland.com>
Sent: Friday, May 31, 2024 8:00 AM
To: Shumway, Peter
Cc: Velez, Hector
Subject: [External] RE: [External] Springfield Allen Estates - Definitive Subdivision

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Hector,

It's been a bit since Peter mentioned the BPW process to get approval for sanitary sewer installation within the tree belt for the Springfield Allen Estates subdivision. Wondering exactly what is needed to get the ball rolling. Based on Peter's email below we already have (1) a plan, (2) review of the utilities, but still need (3) BPW meeting. Can you please let me know if there is an application or what would the next step be.

Thank you in advance for any assistance you can provide.

Regards,

John Tomaszewski

JohnT@rlaland.com
 R Levesque Associates, Inc.
 40 School Street
 P.O. Box 640
 Westfield, MA 01085
Direct 413-729-6907
Office 413.568.0985 (x-107)
Fax 413.568-0986

This email may contain confidential and/or privileged information. If you are not the intended recipient, you are hereby notified that retention, dissemination, or copying of this communication is prohibited. If you have received this email in error, please notify the sender by reply email and permanently delete this email and any attachments. Thank you.

From: Shumway, Peter <Pshumway@springfieldcityhall.com>
Sent: Tuesday, January 30, 2024 1:52 PM
To: Marc Murphy <marc@lockandkeyma.com>; Mike Serricchio <mserricc@gmail.com>; John Tomaszewski <JohnT@rlaland.com>
Cc: Filipe Cravo <filippec@rlaland.com>; Nina Fazio <NinaF@rlaland.com>; Velez, Hector <HVElez@springfieldcityhall.com>
Subject: RE: [External] Springfield Allen Estates - Definitive Subdivision

Attachment: Allen Estates emails (8115 : Allen Estates- Sewer Pipe)

Hello-
FYI

Hector Velez contacted DPW stating that no one has been in touch with him regarding the sanitary sewer BPW meeting for Emma Lane. Someone will need to make the petition and go thru the process with Hector.

Hector Velez | Civil Engineer
Department of Public Works
Engineering Division | Board of Public Works
70 Tapley Street Springfield MA 01104
Ph (413) 784-4891

From: Shumway, Peter
Sent: Tuesday, January 23, 2024 2:40 PM
To: Dromey, Phil <pdromey@springfieldcityhall.com>; John Tomaszewski <JohnT@rlaland.com>
Cc: Rob Levesque <RobL@rlaland.com>; Filipe Cravo <filipec@rlaland.com>; Nina Fazio <NinaF@rlaland.com>; Marc Murphy <marc@lockandkeyma.com>; Mike Serricchio <mserricc@gmail.com>
Subject: RE: [External] Springfield Allen Estates - Definitive Subdivision

To All:

I have been authorized to draft the approval letter for the Allen Estates subdivision. DPW will accept the sanitary sewer installation in the Allen Street treebelt as long as the Board of Public Works (BPW) process to document utility locations is followed. The process should be straight forward. 1. We need a plan - which we currently have and 2. We need utility review – which has been completed. A BPW meeting will be scheduled to complete the acceptance.

John T. – I will get you the approval letter shortly and forward you the BPW contact info by email.

Sincerely,
Peter Shumway

From: Shumway, Peter
Sent: Wednesday, January 17, 2024 3:06 PM
To: Dromey, Phil <pdromey@springfieldcityhall.com>
Cc: Rob Levesque <RobL@rlaland.com>; Filipe Cravo <filipec@rlaland.com>; Nina Fazio <NinaF@rlaland.com>; Marc Murphy <marc@lockandkeyma.com>; Mike Serricchio <mserricc@gmail.com>; John Tomaszewski <JohnT@rlaland.com>; Krar, Andrew <AKrar@springfieldcityhall.com>
Subject: RE: [External] Springfield Allen Estates - Definitive Subdivision

Phil-
In general engineering approves of the project except for the sanitary sewer location along Allen Street. The Director is not ready to give up the city treebelt and believes that the proposed SMH covers cannot be located in proposed sidewalk per ADA requirements.
The final location still will require the city engineer's approval.

From: John Tomaszewski <JohnT@rlaland.com>
Sent: Wednesday, January 17, 2024 2:16 PM

Attachment: Allen Estates emails (8115 : Allen Estates- Sewer Pipe)

To: D'rome, Phil <pdrome@springfieldcityhall.com>; Shumway, Peter <Pshumway@springfieldcityhall.com>
Cc: Rob Levesque <RobL@rlaland.com>; Filipe Cravo <filipe@rlaland.com>; Nina Fazio <NinaF@rlaland.com>; Marc Murphy <marc@lockandkeyma.com>; Mike Serricchio <mserricc@gmail.com>
Subject: [External] Springfield Allen Estates - Definitive Subdivision

Good afternoon Phil,

Please find attached the most recent plan set for Springfield Allen Estates with a revision date of December 22, 2023. Based on the latest DPW review letter dated January 11, 2024, we have addressed all of their concerns except for the location of the proposed sanitary sewer along Allen Street. We have been trying to setup a meeting with DPW and Springfield Water & Sewer to come to an agreement on the final location. Please let me know if you have any questions.

Regards,

John Tomaszewski

JohnT@rlaland.com
 R Levesque Associates, Inc.
 40 School Street
 P.O. Box 640
 Westfield, MA 01085
Direct 413-729-6907
Office 413.568.0985 (x-107)
Fax 413.568-0986

This email may contain confidential and/or privileged information. If you are not the intended recipient, you are hereby notified that retention, dissemination, or copying of this communication is prohibited. If you have received this email in error, please notify the sender by reply email and permanently delete this email and any attachments. Thank you.

CAUTION: This email originated outside our organization; please use caution.

CAUTION: This email originated outside our organization; please use caution.

Attachment: Allen Estates emails (8115 : Allen Estates- Sewer Pipe)

Definitive Subdivision Plan

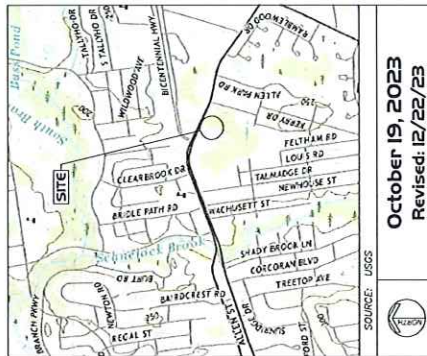
Springfield Allen Estates

Southerly Side of Allen Street
(Parcel ID's: 002800441 / 002800448 / 002800445)
Springfield, MA 01118

AS PREPARED FOR
RJH Estates LLC
c/o Mr. Marc Murphy

268 Cold Springs Avenue · Suite B
West Springfield, MA 01089

SUBDIVISION REVIEW	
CATEGORY	PROPOSED
SHEET LENGTH	34" x 44" x
TOTAL LOTS	11 LOTS



DRAWING INDEX		
SHEET NO.	SHEET NAME	REVISION DATE
T-1	TITLE SHEET	10/19/23
P-1	DEFINITIVE SUBDIVISION PLAN	10/19/23
EX-1	EXISTING CONDITIONS PLAN	10/19/23
C-1	NOTES, SYMBOL & LINE LEGEND, AND ABBREVIATIONS	10/19/23
C-2	CONSTRUCTION NOTES	10/19/23
C-3	GRADING, EROSION & SEDIMENTATION CONTROL PLAN	10/19/23
C-4	PLAN & PROFILE - Storm Lane - STA 0+50 to STA 1+50	10/19/23
C-5	SANITARY SEWER EASEMENT	10/19/23
C-6	SURFACE INFILTRATION BASIN	10/19/23
D-1	DETAILS	10/19/23
D-2	DETAILS	10/19/23
D-3	DETAILS	10/19/23

October 19, 2023
Revised: 12/22/23

BY



40 School Street · Westfield, MA · 01085
ph 413.568.0985 · fax 413.568.0986
www.rland.com

RLA Project Number: 220715

PERMITTING
NOT FOR CONSTRUCTION

**CITY OF SPRINGFIELD
PLANNING BOARD
APPROVAL UNDER THE SUPERVISION
CONTROL LAW IS REQUIRED**

DATE _____

I HEREBY CERTIFY THAT THE RECORDS OF THE SPRINGFIELD PLANNING BOARD HAVE BEEN REVIEWED AND THAT THE PLANNING BOARD HAS NO OBJECTION TO THE SUBDIVISION AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAY PERIOD FOR APPEAL. I HAVE RECEIVED THE RECORDS OF SAID NOTICE.

CITY CLERK _____ DATE _____



I HEREBY CERTIFY THAT THE RECORDS OF THE SPRINGFIELD PLANNING BOARD HAVE BEEN REVIEWED AND THAT THE PLANNING BOARD HAS NO OBJECTION TO THE SUBDIVISION AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAY PERIOD FOR APPEAL. I HAVE RECEIVED THE RECORDS OF SAID NOTICE.

PROFESSOR _____

SYMBOL & LINE LEGEND

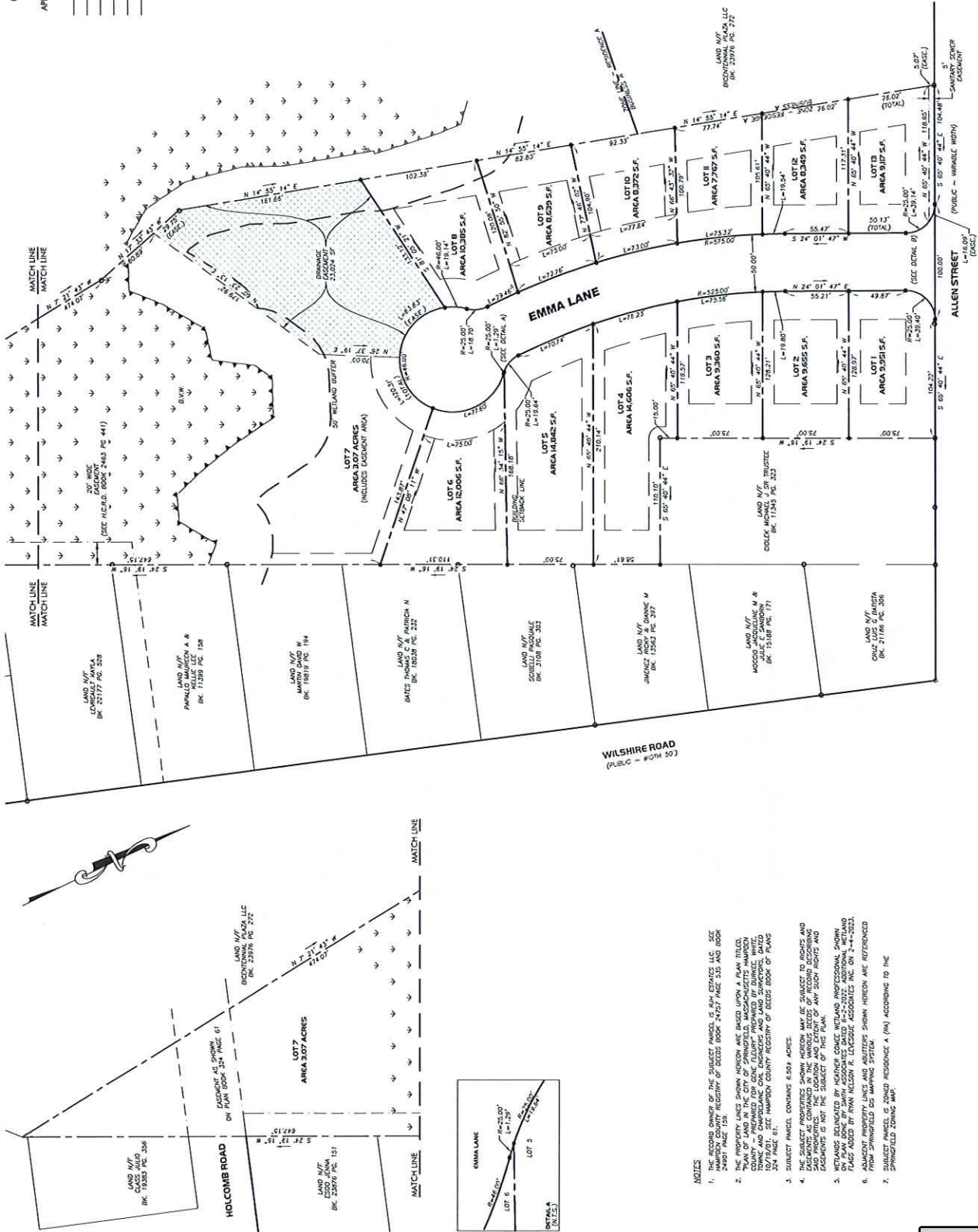
- IRON PIPE FOUND
- CONCRETE BOUND FOUND
- IRON PIPE TO BE SET
- CONCRETE BOUND TO BE SET
- BUILDING SETBACK LINE
- EDGE OF WETLAND

Owner
RJH Estates LLC
c/o Mr. Marc Murphy

Definitive Subdivision Plan
EMMA LANE
South of Allen Street Springfield, MA

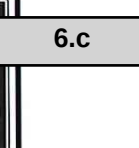
Surveyed and Mapped for
RJH Estates LLC
248 Cold Spring Avenue - Suite 8
West Springfield, MA 01089

October 19, 2023 Scale: 1"=40'
Revised: 12/22/23



NOTES

1. THE RECORDS OWNED BY THE SUBJECT PARCEL IS RJH ESTATES LLC. SEE MASSACHUSETTS COUNTY RECORDS OF DEEDS BOOK 24757 PAGE 535 AND BOOK 24758 PAGE 101.
2. THE PROPERTY LINES SHOWN HEREON ARE BASED UPON A PLAIN TRAIL PLAN OF LAND IN THE CITY OF SPRINGFIELD, MASSACHUSETTS MAPSHEET 107/107/1. SEE MASSACHUSETTS COUNTY RECORDS OF DEEDS BOOK OF PLANS 107/107/1. SEE MASSACHUSETTS COUNTY RECORDS OF DEEDS BOOK OF PLANS 107/107/1.
3. SUBJECT PARCEL CONTAINS 6.564 ACRES.
4. EASEMENTS ARE SHOWN AS SHOWN ON MAP 107/107/1. SEE MASSACHUSETTS COUNTY RECORDS OF DEEDS BOOK OF PLANS 107/107/1.
5. WETLANDS DELINEATED BY BEAVER CREEK WETLAND PROFESSIONAL SHOWN ON PLAN DONE BY SWAN ASSOCIATES DATED 10-2-2022. ADDITIONAL WETLAND PLANS DONE BY SWAN ASSOCIATES DATED 10-2-2022. ADDITIONAL WETLAND PLANS DONE BY SWAN ASSOCIATES DATED 10-2-2022. ADDITIONAL WETLAND PLANS DONE BY SWAN ASSOCIATES DATED 10-2-2022.
6. THE SPRINGFIELD ZONING MAP IS SHOWN HEREON ARE RETROFITTED TO THE SPRINGFIELD ZONING MAP.
7. SUBJECT PARCEL IS ZONED RESIDENCE (R)A ACCORDING TO THE SPRINGFIELD ZONING MAP.





PREPARED FOR:

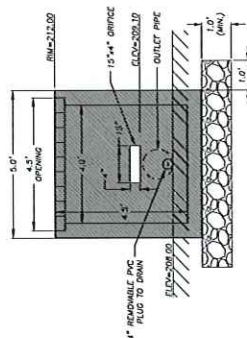
DATE: 10/15/2015
 DRAWN BY: J. Levesque
 CHECKED BY: R. Levesque
 SCALE: As Shown
 PROJECT NUMBER: 2015-015

ISSUANCE DATE: October 15, 2015
 REVISIONS:
 1. 10/15/2015
 2. 10/15/2015

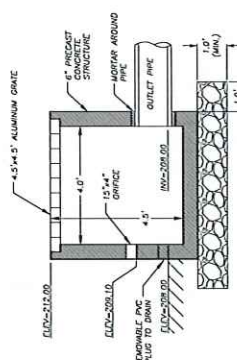
DRAWN BY: J. Levesque
 UNAUTHORIZED ALTERATION OF THIS DOCUMENT IS PROHIBITED
 BY THE PROFESSIONAL SEAL OF THE ENGINEER

**CITY OF SPRINGFIELD
 PLANNING BOARD
 APPROVAL UNDER THE SUBDIVISION
 CONTROL LAW IS REQUIRED**

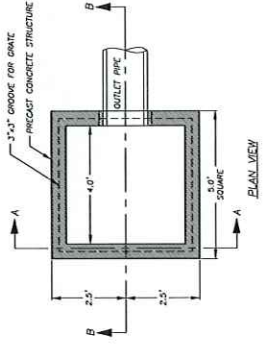
DATE: _____



SECTION A-A

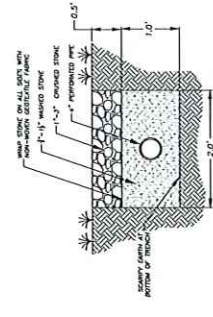


SECTION B-B



PLAN VIEW

OUTLET CONTROL STRUCTURE
 NO SCALE



UNDERDRAIN DETAIL (INFILTRATION BASIN)
 NO SCALE

INFILTRATION BASIN NOTES

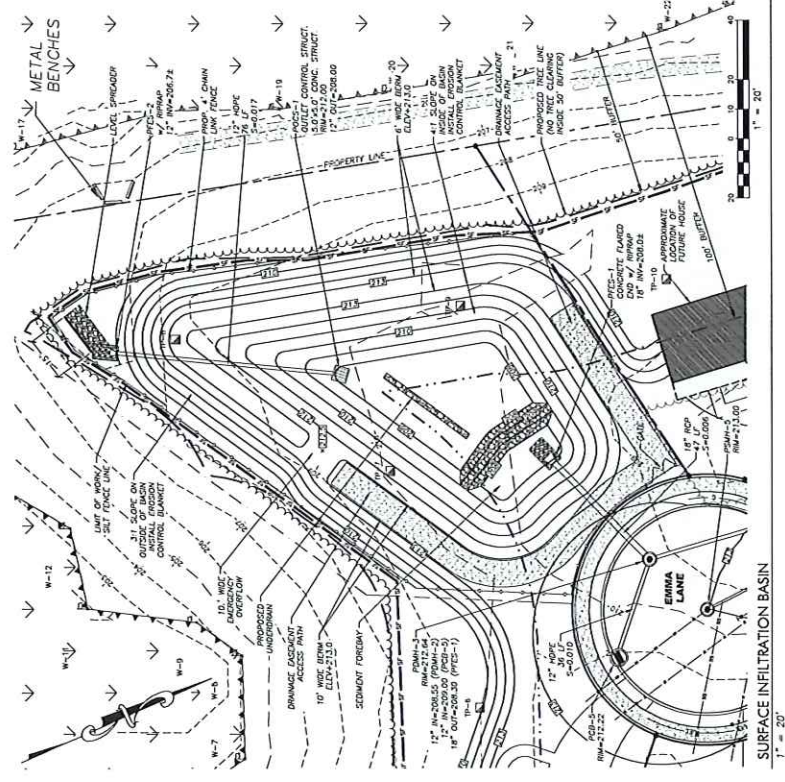
1. INFILTRATION BASIN BOTTOM TO BE LOCATED A MINIMUM OF 2.0' ABOVE ESTIMATED SEASONAL HIGH GROUNDWATER (ECHO).
2. IMMEDIATELY AFTER CONSTRUCTING THE BASIN, STABILIZE THE BOTTOM AND SIDE SLOPES WITH WATER-TOLERANT GRASS.
3. DRAINAGE EQUIPMENT SHALL BE INSTALLED AND MAINTAINED PROPERLY TO PREVENT THE BASIN FROM BEING OVERFLOWED. THE BASIN SHALL BE MAINTAINED TO REMAIN THE MAXIMUM WATER DEPTH OF 12 INCHES.
4. DO NOT DISCHARGE SEWAGE-WATER INTO THE BASIN DURING CONSTRUCTION. THE BASIN SHALL BE MAINTAINED TO REMAIN THE MAXIMUM WATER DEPTH OF 12 INCHES.
5. DO NOT TRAFFIC EXPOSED SOIL SURFACE WITH HEAVY CONSTRUCTION EQUIPMENT. PERFORM EXCAVATIONS WITHIN THE INFILTRATION COMPONENTS OF THE SYSTEM IF FEASIBLE.
6. IF INFILTRATION BASIN ARE EXPOSED DURING CONSTRUCTION, THE BASIN SHALL BE MAINTAINED TO REMAIN THE MAXIMUM WATER DEPTH OF 12 INCHES.
7. ALL DRAINAGE AREAS TO AN INFILTRATION BASIN FACILITY ARE TO BE SEED PRIOR TO INSTALLATION OF TOPSOIL, COMPOST AND SEED MIX.
8. INFILTRATION BASIN BOTTOMS AND DRAINAGE TO BE SEED WITH WATER-TOLERANT GRASS. THE SEED SHALL BE MAINTAINED TO REMAIN THE MAXIMUM WATER DEPTH OF 12 INCHES.
9. CONTRACTOR SHALL REMOVE AND DISPOSE OF ANY BURNED UNDESIRABLE MATERIALS WITHIN 3.0' BELOW THE BOTTOM ELEVATION OF THE BASIN. THE SEED SHALL BE MAINTAINED TO REMAIN THE MAXIMUM WATER DEPTH OF 12 INCHES.
10. UPON FINAL ACCEPTANCE OF THE BASIN, THE CONTRACTOR SHALL MAINTAIN THE BASIN TO REMAIN THE MAXIMUM WATER DEPTH OF 12 INCHES FOR A PERIOD OF ONE YEAR TO ENSURE THE SYSTEM IS FUNCTIONING PROPERLY. THE CONTRACTOR SHALL MAINTAIN THE BASIN FOR TWO YEARS AFTER THE DATE OF FINAL ACCEPTANCE.

SURFACE INFILTRATION BASIN CONSTRUCTION NOTE

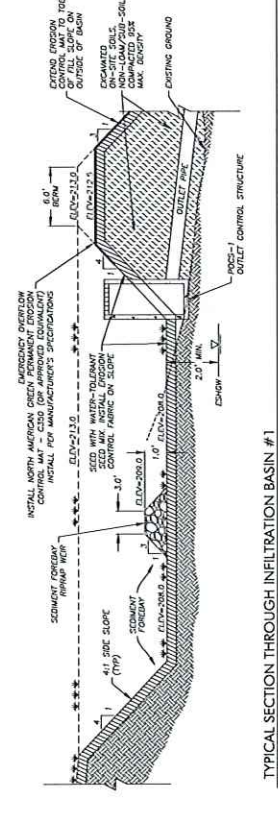
THE ENGINEER SHALL INSPECT THE CONSTRUCTION OF THE BASIN AT THE LOCATIONS LISTED BELOW. THE CONTRACTOR SHALL MAINTAIN THE BASIN TO REMAIN THE MAXIMUM WATER DEPTH OF 12 INCHES PRIOR TO BEGINNING CONSTRUCTION ON THE FOLLOWING:

1. COMPLETION OF EXCAVATION FOR THE INFILTRATION BASIN
2. COMPLETION OF SEEDING OF GRASS TURF SEED OR WATER-TOLERANT GRASS

**PERMITTING
 NOT FOR CONSTRUCTION**



SURFACE INFILTRATION BASIN
 1" = 20'



TYPICAL SECTION THROUGH INFILTRATION BASIN #1
 NO SCALE

RLA
R LEVESQUE ASSOCIATES
Civil Engineers, Land Surveyors
Geotechnical Consultants
PH: 413-568-0985 Fax: 413-568-0986
40 School Street
Wareham, MA 01956
rla@comcast.net

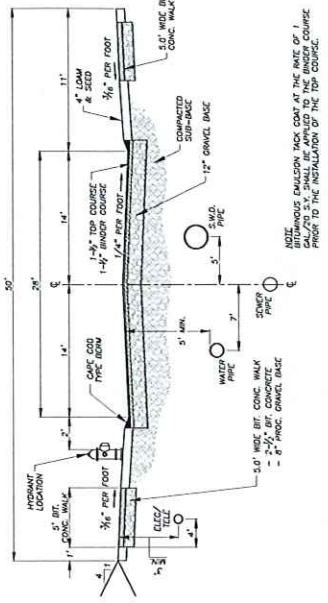
DETAILS
Allen Street Springfield, MA.
Parcel/Map ID: 02800441, 02800445
and 02800448

PREPARED FOR:
BY: R. LEVESQUE
DATE: 10/11/2022
PROJECT: Allen Estates
2000 Allen Street, Springfield, MA 01108
West Springfield, MA 01108

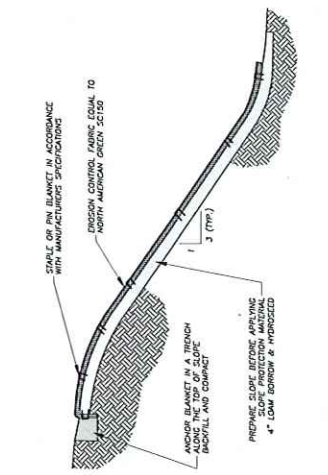
INSURANCE DATE: October 11, 2022
REVISIONS:

NO.	DATE	DESCRIPTION

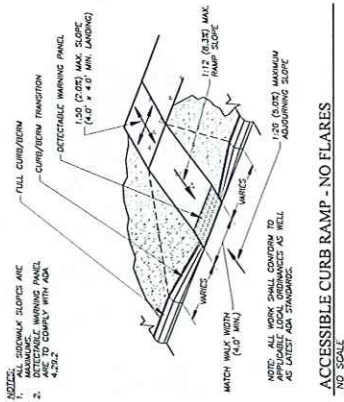
DRAWN BY: J.S. TA.
UNAUTHORIZED ALTERATION OF THIS DRAWING IS PROHIBITED BY LAW
SCALE: As Shown
PLA PROJECT NUMBER: 739175
PERMITTING
NOT FOR CONSTRUCTION



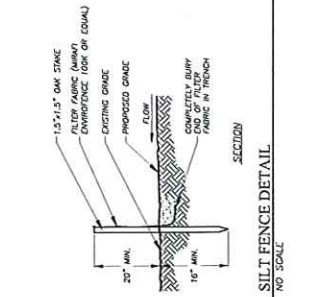
TYPICAL ROADWAY CROSS-SECTION
NO SCALE



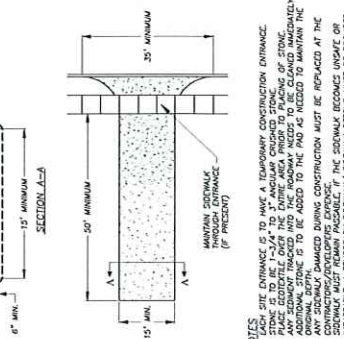
SLOPE PROTECTION MATERIAL INSTALLATION (AS REQ'D)
NO SCALE



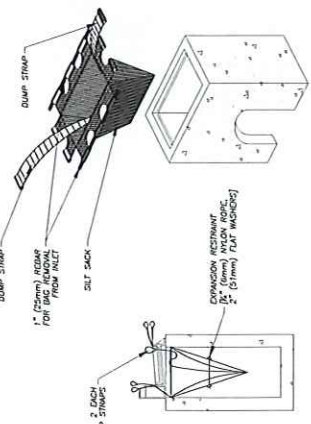
ACCESSIBLE CURB RAMP - NO FLARES
NO SCALE



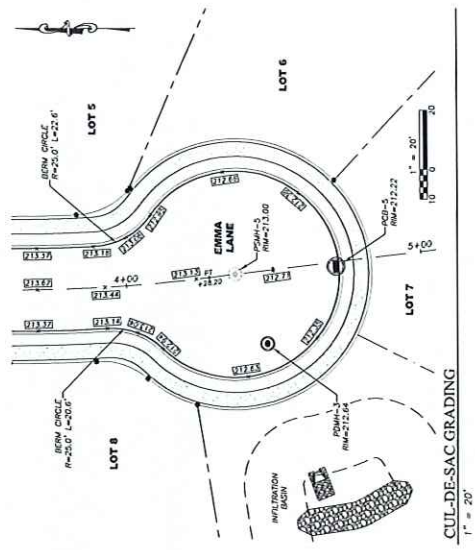
SILT FENCE DETAIL
NO SCALE



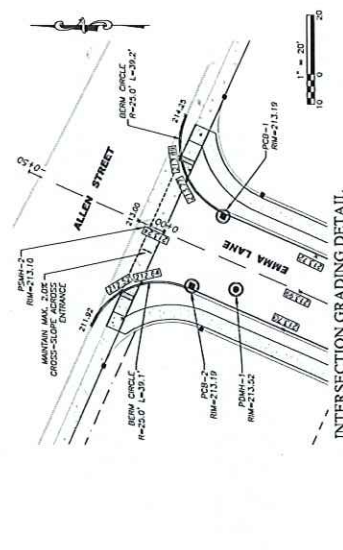
ANTI-TRACKING APRON (AS REQ'D)
NO SCALE



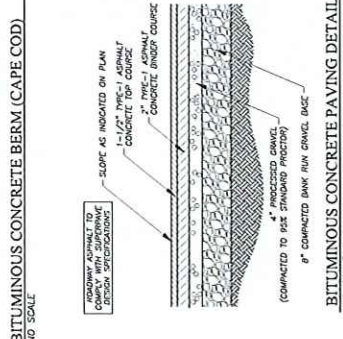
INLET PROTECTION - SEDIMENT FILTER SACK
NO SCALE



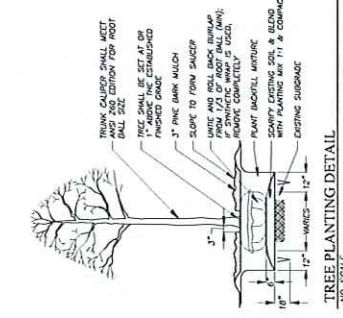
CUL-DE-SAC GRADING
1\"/>



INTERSECTION GRADING DETAIL
1\"/>



BITUMINOUS CONCRETE PAVING DETAIL
NO SCALE



TREE PLANTING DETAIL
NO SCALE

PERMITTING
NOT FOR CONSTRUCTION



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

PETITION (ID # 8138)

Meeting: 07/08/24 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors:
DOC ID: 8138

EVERSOURCE - Sumner Avenue

ORDER FOR LOCATION OF UNDERGROUND CONDUIT

WHEREAS The Board of Public Works, to which was referred the petition Sumner Avenue of Eversource Electric Company dated June 6, 2024, to Install 6 new precast manholes and approximately 2,400 feet of conduits encased in concrete.

WHEREAS, said petition Sumner Ave. was referred to the Board of Public Works on June 10, 2023; and

WHEREAS, On June 10, 2024, a Notice of a Public Hearing on Sumner Avenue to be held on June 25, 2024, was sent by mail, to all property owners abutting an affected road, various Departments, Utility Companies, etc before the day of the hearing and posted on two public bulletin board a copy of which is attached a hearing of the Board of Public Works was held as scheduled on-site with the petitioner and interested parties.

WHEREAS, on June 25, 2024, the Board of Public Works reported thereon that, after careful consideration of the petition Sumner Avenue to install 6 new precast manholes, rebuilt existing manholes, 12-5" conduits encased in concrete 1501ft, 4-4" conduits encased in concrete 297 ft and 584 ft of 4"/5" conduit lateral runs encased in concrete. The purpose of the installation on Sumner Ave is the 2025 MassDOT project, shown on a plan attached entitled:

EVERSOURCE, Sumner Avenue
Drawing # 14484728

consisting of five (5) sheets, which plan is incorporated herein by reference and is on file in the office of the Engineering Division of the Department of Public Works, Springfield, Massachusetts.

WHEREAS, the petition Sumner Ave. came before the City Council for a Public Hearing on this date,

NOW THEREFORE, BE IT ORDERED:

1. That due care for public safety is exercised during construction including but not limited to the use of a police officer(s) for traffic control if necessary.
2. That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.

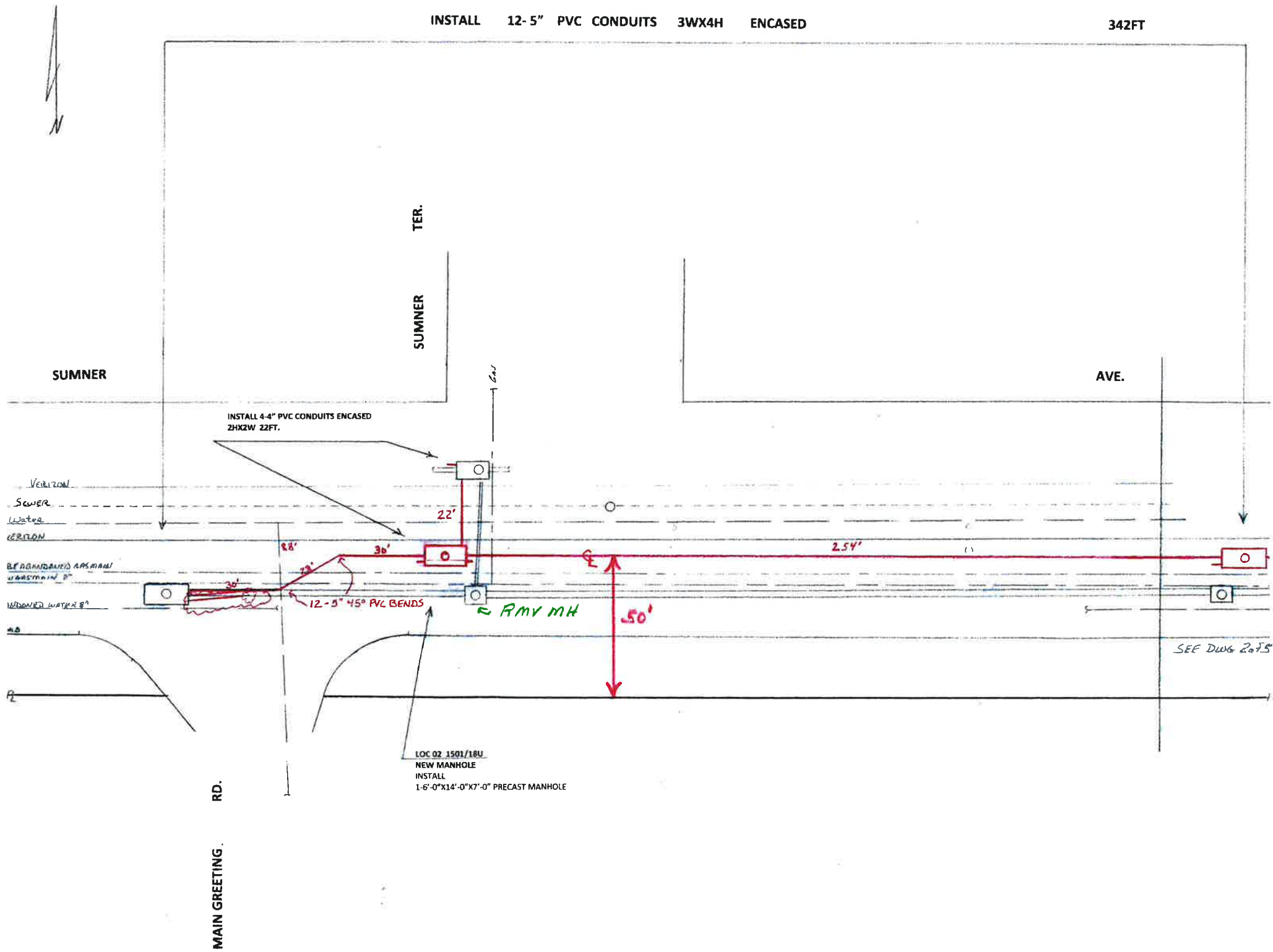
3. That care be taken during said construction not to damage any underground services.
4. That the construction site be returned to the same condition as found or better.
5. Said company shall indemnify and save harmless against all damages, costs, and expenses whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.
6. In addition, said company shall, before a public way is disturbed for the laying of its wire or conduit, execute its bond in the penal sum of Ten Thousand Dollars (\$10,000) conditioned for the faithful performance of its duties under this permit.
7. Said company shall comply with the requirements of existing Ordinances and orders and comply with any changes in Ordinances and orders as may hereafter be adopted by the Mayor and Council governing the construction and maintenance of buried cable, conduits, and wires.
8. Any sidewalks that are damaged or removed will be replaced in kind and accordance with the City of Springfield's Standard Specifications.
9. Ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.
10. Any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.
11. That all proposed silo, manhole, and hexhole covers will conform to and be compatible with the established street, tree belt, or sidewalk grades with suitable non-skid covers when in the sidewalk area.
12. The Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of the pipe.
13. That asphalt trench restoration be done in accordance with the City of Springfield DPW requirements.

That all conditions set forth in the respective order are complied with.

EVERSOURCE	TOWN SPRINGFIELD
	STREET SUMNER AVE

PURPOSE AND DESCRIPTION:

Rebuild Eversource electric infrastructure on Sumner Ave to accommodate future load growth. This area of Sumner Ave. will also be reconstructed is 2025 by MassDOT.
Install 6 new precast manholes, rebuild 4 existing manholes, 12-5" conduits encased in concrete 1501 ft., 4-4" conduits encased in concrete 297 ft. and 584 ft. of 4"/5" conduit lateral runs encased in concrete.



DRAWN BY Michael Santos michael.santos@eversource.com 413 2149374	WC # 14484728	DISTANCES ARE APPROXIMATE 1" = 40'	PETITION NO.
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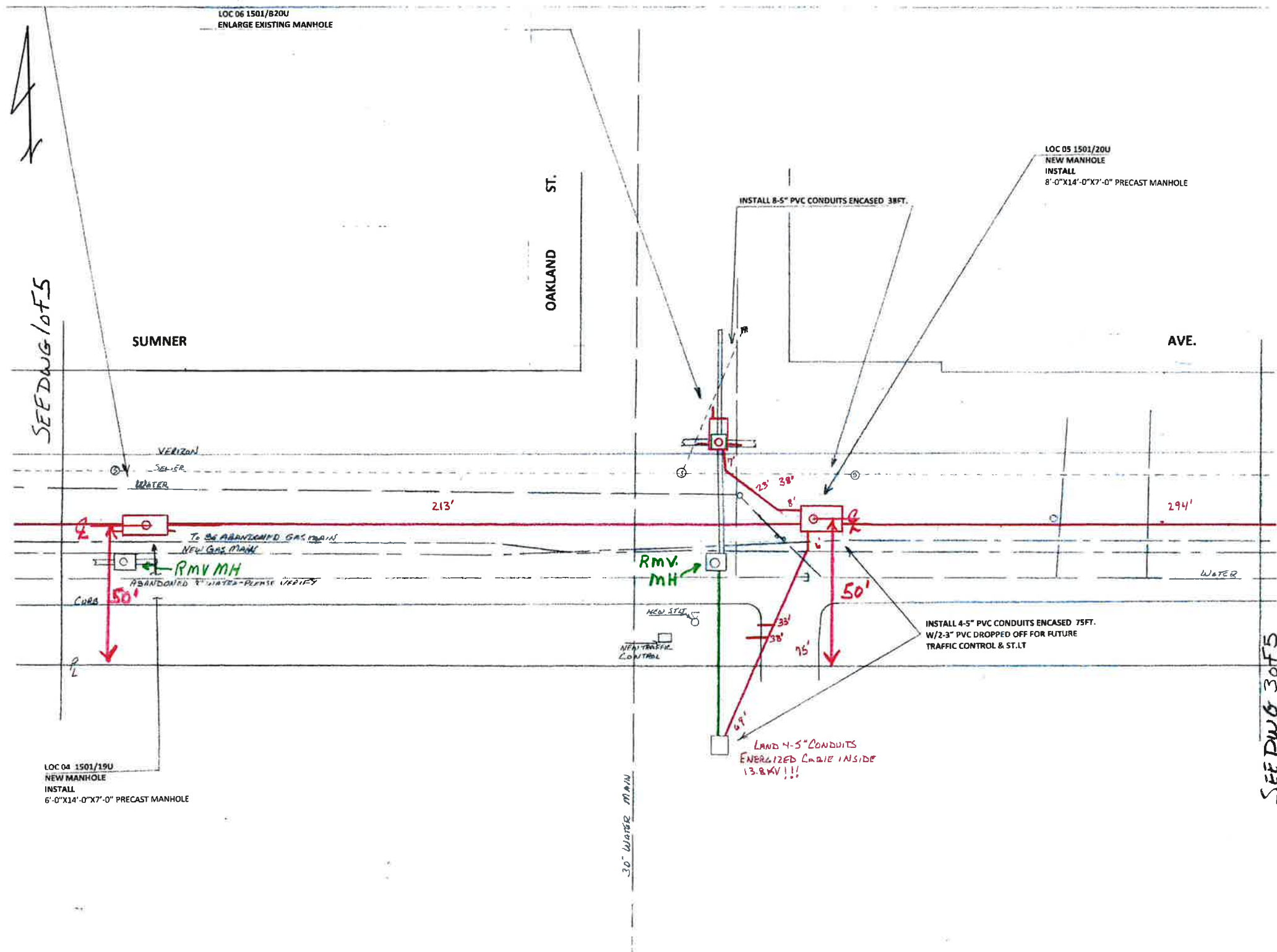
EVERSOURCE	TOWN <i>Springfield</i>
	STREET <i>Sumner Ave</i>

PURPOSE AND DESCRIPTION:

Rebuild Eversource electric infrastructure on Sumner Ave to accommodate future load growth. This area of Sumner Ave. will also be reconstructed is 2025 by MassDOT.

Install 6 new precast manholes, rebuild 4 existing manholes, 12-5" conduits encased in concrete 1501 ft., 4-4" conduits encased in concrete 297 ft. and 584 ft. of 4"/5" conduit lateral runs encased in concrete.

INSTALL 12-5" PVC CONDUITS 3WX4H ENCASED



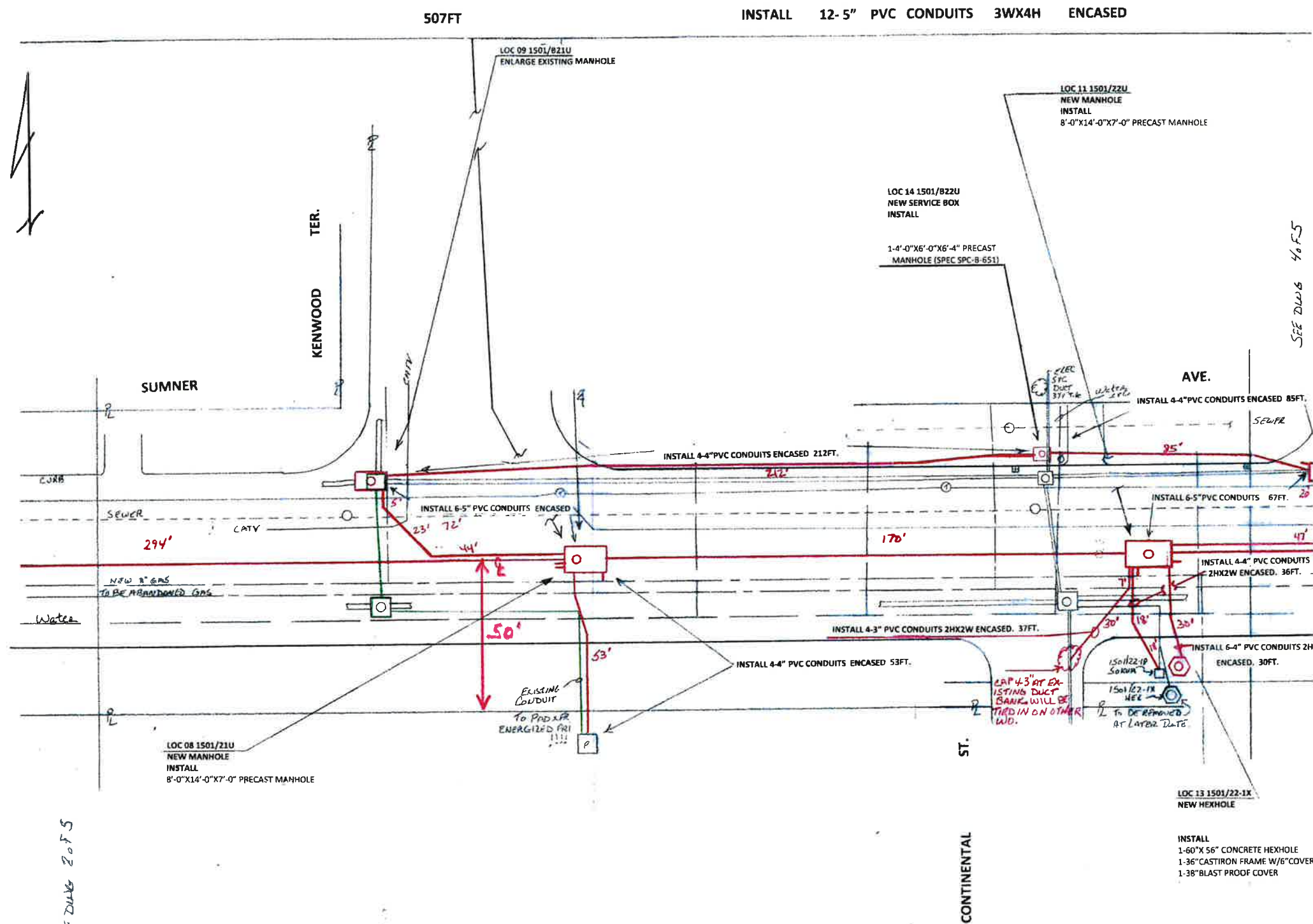
Michael Santos michael.santos@eversource.com 413 214 9374	W.C. # 14484728	DISTANCES ARE APPROXIMATE 1" = 40'	PETITION NO.
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EVERSOURCE	TOWN <i>Springfield</i>
	STREET <i>Sumner Ave</i>

PURPOSE AND DESCRIPTION:

Rebuild Eversource electric infrastructure on Sumner Ave to accommodate future load growth. This area of Sumner Ave. will also be reconstructed is 2025 by MassDOT.

Install 6 new precast manholes, rebuild 4 existing manholes, 12-5" conduits encased in concrete 1501 ft., 4-4" conduits encased in concrete 297 ft. and 584 ft. of 4"/5" conduit lateral runs encased in concrete.

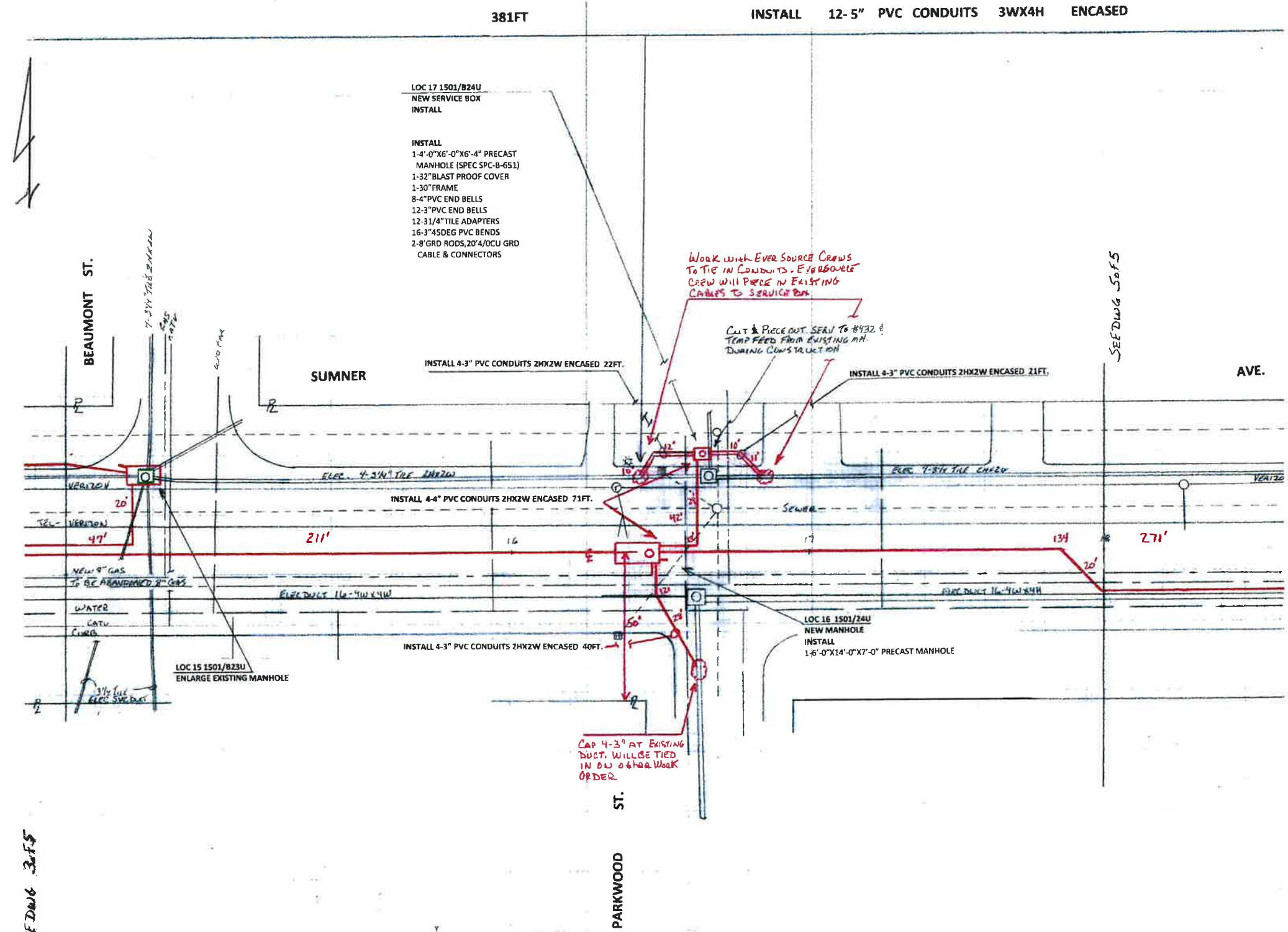


DRAWN BY <i>Michael Santos</i> <i>michael.santos@eversource.com</i> <i>413 214-9374</i>	W.C. # <i>14484728</i>	DISTANCES ARE APPROXIMATE <i>1" = 40'</i>	PETITION NO.
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EVERSOURCE	TOWN <i>SPRINGFIELD</i>
	STREET <i>SUMNER AVE</i>

PURPOSE AND DESCRIPTION

Rebuild Eversource electric infrastructure on Sumner Ave to accommodate future load growth. This area of Sumner Ave. will also be reconstructed is 2025 by MassDOT.
 Install 6 new precast manholes, rebuild 4 existing manholes, 12-5" conduits encased in concrete 1501 ft., 4-4" conduits encased in concrete 297 ft. and 584 ft. of 4"/5" conduit lateral runs encased in concrete.

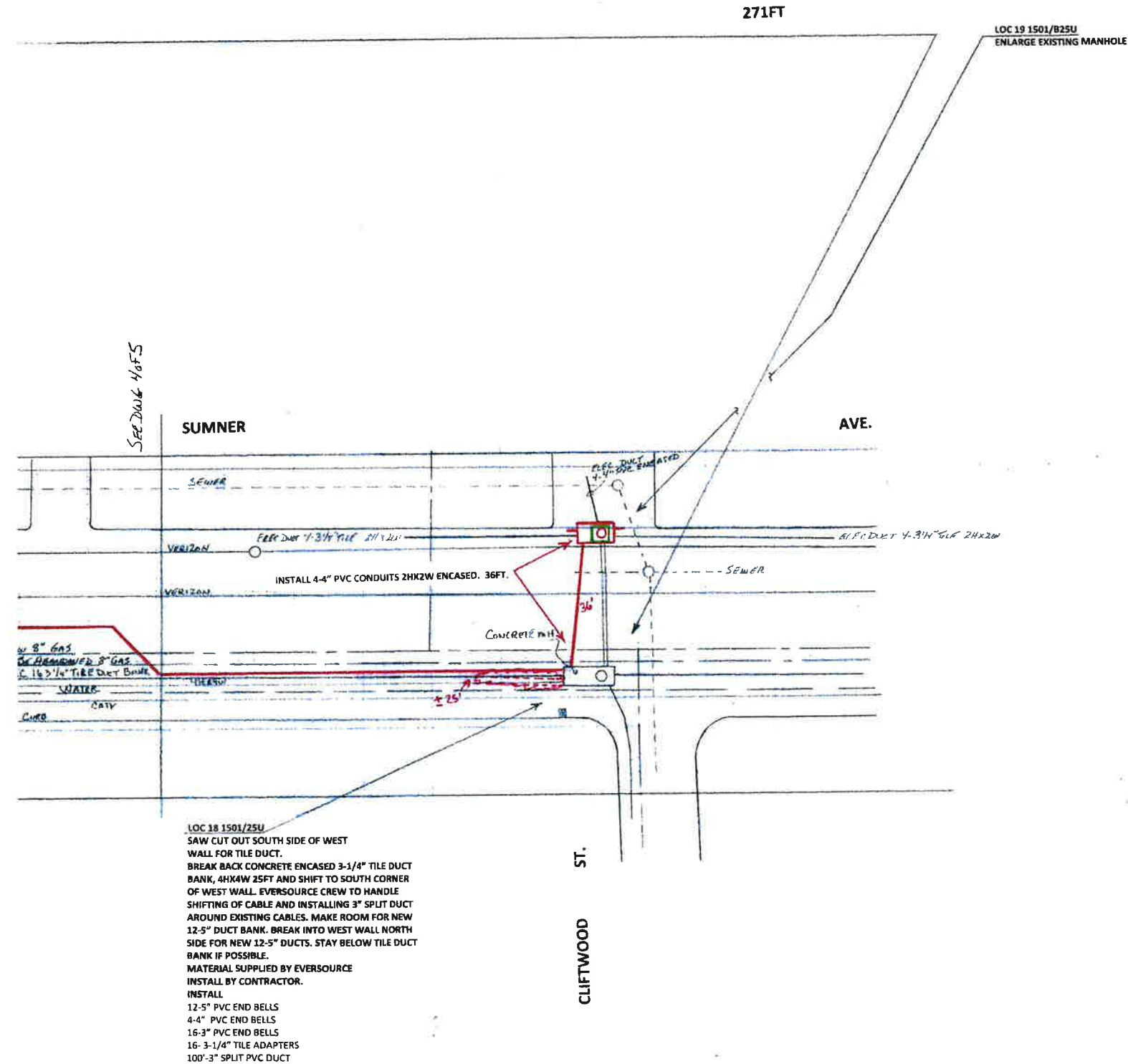


DESIGNED BY <i>Michael Santos</i> <i>michael.santos@eversource.com</i> <i>413 214 9374</i>	WC # <i>14484728</i>	DISTANCES ARE APPROXIMATE <i>1" = 40'</i>	PETITION NO.
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EVERSOURCE	TOWN SPRINGFIELD
	STREET SUMNER AVE

PURPOSE AND DESCRIPTION:

Rebuild Eversource electric infrastructure on Sumner Ave to accommodate future load growth. This area of Sumner Ave. will also be reconstructed is 2025 by MassDOT.
Install 6 new precast manholes, rebuild 4 existing manholes, 12-5" conduits encased in concrete 1501 ft., 4-4" conduits encased in concrete 297 ft. and 584 ft. of 4"/5" conduit lateral runs encased in concrete.



DRAWN BY Michael Santos michael.santos@eversource.com 413 214 9374	WC # 14484728	DISTANCES ARE APPROXIMATE 1" = 40'	PETITION NO
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Attachment: Petition Sketch5of5 (8138 : EVERSOURCE - Sumner Avenue)

PETITION TO INSTALL AND MAINTAIN UNDERGROUND LINES FOR THE TRANSMISSION OF ELECTRICITY

To the Select Board of the City of Springfield, Massachusetts.

WESTERN MASSACHUSETTS ELECTRIC COMPANY prays that after due notice and a hearing as provided by the law it may be granted permission to install and maintain below the surface of the ground in the public way hereinafter named, a line or lines for the transmission of electricity consisting of conduits located as shown upon the plan filed herewith and made a part hereof together with the necessary wires, cables, transformers, switches, protective devices and other appurtenances, and likewise the manhole and vault construction connected with said lines as indicated by said plan marked:

The following is the public way above referred to:

Location: The area of Sumner Ave, Springfield, MA.

Reason: Eversource proposes to install 6 new precast manholes, rebuilt existing manholes, 12-5" conduits encased in concrete 1501ft, 4-4" conduits encased in concrete 297 ft and 584 ft of 4"/5" conduit lateral runs encased in concrete. This area of Sumner Ave will also be reconstructed in 2025 by MassDOT.

Drawing # 14484728

Also, for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

WESTERN MASSACHUSETTS ELECTRIC COMPANY

By _____
Michael Santos, Technician
Phone #413-787-9354

Dated this 21st day of June, 2024.

Attachment: Sumner Ave. Springfield UG Petition (8138 : EVERSOURCE - Sumner Avenue)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: June 25, 2024

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF SPRINGFIELD:

The Board of Public Works, to which was referred the petition Sumner Avenue of Everesource Electric Company dated June 6, 2024, to install 6 new precast manholes and approximately 2,400 feet of conduits encased in concrete on Sumner Avenue from Sumner Ter. to Cliftwood Street, with 12-5" conduits encased in concrete 1501ft, 4-4" conduits encased in concrete 297 ft and 584 ft of 4"/5" conduit lateral runs encased in concrete all as substantially shown on a plan attached referred to Sumner Avenue -Drawing # 14484728, which is incorporated herein by reference and to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977, the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on June 25, 2024, at 3:30 P.M. at 361 Sumner Ave. (Trinity United Methodist Church parking lot) in Springfield, MA two (2) members of the Board and one (1) persons interested in the matter were present. Of the latter, one (1) voted in favor and no one (0) voted against.

The Board considers the request necessary for the 2025 MassDOT project improvements on Sumner Ave. After careful consideration, the Board recommends the petition be granted provided:

That due care for public safety is exercised during construction including but not limited to the use of a police officer(s) for traffic control if necessary.

That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.

That care be taken during said construction not to damage any underground services.

That the construction site be returned to the same condition as found or better.

Said company shall indemnify and save harmless against all damages, costs, and expenses whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.

In addition, said company shall, before a public way is disturbed for the laying of its wire or conduit, execute its bond in the penal sum of Ten Thousand Dollars (\$10,000) conditioned for the faithful performance of its duties under this permit.

Attachment: Sumner Ave. Report (8138 : EVERSOURCE - Sumner Avenue)

Said company shall comply with the requirements of existing Ordinances and orders and comply with any changes in Ordinances and orders as may hereafter be adopted by the Mayor and Council governing the construction and maintenance of buried cable, conduits, and wires.

Any sidewalks that are damaged or removed will be replaced in kind and accordance with the City of Springfield's Standard Specifications.

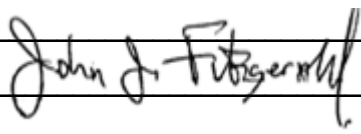
Ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.

Any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.

That due care be exercised not to unnecessarily damage any public shade trees located within the construction area.

The Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of pipe.

That all conditions outlined in the respective order are complied with.





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 BOARD OF PUBLIC WORKS



City Council

SCHEDULED

Meeting: 07/08/24 07:00 PM
Initiator: Trevor Crawford
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8117

8

FY25 Municipal Community Mitigation Fund - No Match Required - \$2,864,800 (Mayor Sarno)

WHEREAS, the Office of Planning & Economic Development has been awarded a Municipal Community Mitigation Grant of \$2,864,800 from the Massachusetts Gaming Commission; and

WHEREAS, the purpose of the grant funding is to help local communities offset costs related to the impacts associated with a gaming establishment; and

WHEREAS, the department will use the funds for the following projects: Main Street Wayfinding & Signage for Convention District; Springfield Young Adult Gambling Project, Extrication tools for casino area apparatus; Police equipment, training, and outreach; Connectivity & Public Realm MSCD Phase II; and the Mixed-Use Parking Infrastructure Project. (Involves: Economic Development, Police Department, Fire Department, & Health & Human Services); 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:

**FY25 Municipal Community Mitigation Fund - No Match Required -
\$2,864,800**



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	6/25/24
Department Requesting Grant Setup	Comm Dev
Department Phone # (Please include extension)	X6082
Name and Title of Person to Contact in Case of Questions	Amanda Pham

Was this Grant previously setup for a prior fiscal year?
 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
X	State – City
	Private/Other

Grant Name: FY25 Municipal Community Mitigation Fund (Block Grant)

Total Grant Amount Awarded: \$ 2,864,800

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	Mass Gaming Commission
Contact Person	Joseph Delaney
Street Address	101 Federal Street
City, State, Zip Code	Boston MA
Telephone	617-721-9198
Fax	
E-Mail	joseph.delaney@massgaming.com

Actual Award Date 6/21/24

Board Approval Date

Start Date 7/1/24

Expiration Date 6/30/28

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

FY25 Community Mitigation Fund- Block Grant award covers funding for the following projects: Main Street Wayfinding & Signage for Convention District; Springfield Young Adult Gambling Project, Extrication tools for casino area apparatus; Police equipment, training, and outreach; Connectivity & Public Realm MSCD Phase II; and the Mixed-Use Parking Infrastructure Project. (Involves: Economic Development, Police Department, Fire Department, & Health & Human Services)

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) 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:

Object Codes: 530105 — see back up

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.

Aminda Pham
Signature

6/27/24
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.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



8.a

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: City of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Massachusetts Gaming Commission MMARS Department Code: MGC	
Legal Address: (W-9, W-4): 70 Tapley Street Springfield MA 01104		Business Mailing Address: 101 Federal St, Boston, MA 02110	
Contract Manager: Brian Connors	Phone: (413) 7876664	Billing Address (if different):	
E-Mail: bconnors@springfieldcityhall.com	Fax:	Contract Manager: Joseph Delaney	Phone: 617-533-9713
Contractor Vendor Code: VC		E-Mail: Joseph.Delaney@Massgaming.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 2025BlockGrantSpring	
		RFR/Procurement or Other ID Number: BD-24-1068-1068C-1068L-95061	
☒ 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 <u>new</u> total if Contract is being amended). \$ <u>\$2,864,800</u> .			
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.) This State Contract is intended to fund the projects outlined below as approved by the Massachusetts Gaming Commission on 06/06/2024. This award covers funding for the following projects: Main Street Wayfinding and Signage for the Convention District, Springfield Young Adult Gambling Project, Extrication Tools for Casino Area Apparatus; Police Equipment, Training, and Outreach; Connectivity & Public Realm Main St. & Convention District Phase II; and the Mixed-Use Parking Infrastructure Project A complete scope of work for these projects can be found attached.			
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 2028</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: <u>Domenic J. Sarno</u> Date: <u>6/26/24</u> (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: <u>Joseph Delaney</u> Print Title: <u>Chief of Community Affairs</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



ADDENDUM A- SCOPE OF WORK				
Grantee:	Springfield			
MMARS ID:	2025BlockGrantSpring			
Grant Year:	2025			
Award Amount:	\$2,864,800			
Approved by Commission on:	06/06/2024			
Special Conditions:				
Project Name	Project Description	Timeline	QTY	Amount
Main Street Wayfinding and Signage for the Convention District	District Wayfinding Signage, Urban Design and Public Realm Interface	FY 2025	1	\$50,000
Main Street Wayfinding and Signage for the Convention District	Development of Signage Type Designs	FY 2025	1	\$45,000
Main Street Wayfinding and Signage for the Convention District	Branding and Content	FY 2025	1	\$25,000
Main Street Wayfinding and Signage for the Convention District	Engineering and CD's	FY 2025	1	\$80,000
Main Street Wayfinding and Signage for the Convention District	Additional Expertise Budget	FY 2025	1	\$25,000
Springfield Young Adult Gambling Project	Work by UMass Center for Community Health Equity Research (2,568 Personnel Hours)	FY 2025	1	\$133,280
Springfield Young Adult Gambling Project	Subcontract with New North Citizens' Council (NNCC) to Host CAB Meetings	FY 2025	1	\$92,440
Springfield Young Adult Gambling Project	Springfield Department of Health and Human Services (SDHHS)	FY 2025	1	\$14,781
Springfield Young Adult Gambling Project	Social Media and Print Campaign	FY 2025	1	\$17,715
Springfield Young Adult Gambling Project	SDHHS/City of Springfield Administrative cost (6.5%)	FY 2025	1	\$16,784
Extrication Tools for Casino Area Apparatus	Genesis eForce C236 SL-3 NXTGEN Cutter	FY 2025	2	\$29,620
Extrication Tools for Casino Area Apparatus	Genesis eForce S54-3 Spreader	FY 2025	2	\$32,990
Extrication Tools for Casino Area Apparatus	Genesis eForce 22"-54" Telescopic Ram	FY 2025	2	\$25,474
Extrication Tools for Casino Area Apparatus	Genesis 3 Bay 28V Battery Charger	FY 2025	2	\$990
Extrication Tools for Casino Area Apparatus	Milwaukee/Genesis M28 5ah Battery	FY 2025	6	\$2,370
Police Equipment, Training, and Outreach	Vigilant Mobile LPR-2 Camera Package	FY 2025	6	\$79,060
Police Equipment, Training, and Outreach	Recon Power Bike	FY 2025	2	\$12,303
Police Equipment, Training, and Outreach	Sexual Assault Training /Cyber Crimes conference	FY 2025	5	\$12,187

ADDENDUM A- SCOPE OF WORK (Summarized)	
Grantee:	Springfield
MMARS ID:	2025BlockGrantSpring
Grant Year:	2025
Award Amount:	\$2,864,800
Approved by Commission on:	6/6/2024
Special Conditions:	
Project Name	Amount
Main Street Wayfinding and Signage for the Convention District	\$225,000
Springfield Young Adult Gambling Project	\$275,000
Extrication Tools for Casino Area Apparatus	\$91,444
Police Equipment, Training, and Outreach	\$273,404
Connectivity & Public Realm Main St. & Convention District Phase II	\$500,000
Mixed Use Parking Infrastructure Project	\$1,500,000
	\$2,864,848.00

Department Breakdown	
Eco Dev	\$2,225,000
Police	\$273,404
Fire	\$91,444
Health & Human Service	\$275,000

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



8.a

Police Equipment, Training, and Outreach	Crisis Intervention Training	FY 2025	5	\$19,500
Police Equipment, Training, and Outreach	ALERRT Active Response Responder Training	FY 2025	20	\$55,000
Police Equipment, Training, and Outreach	Overtime Deployments - Traffic Anti-John and Homeless Outreach	FY 2025	98	\$87,280
Police Equipment, Training, and Outreach	Microphone and Earpiece Dynamic	FY 2025	22	\$8,074
Connectivity & Public Realm Main St. & Convention District Phase II	Phase 2 Public Realm Design and Engineering	FY 2025	1	\$500,000
Mixed Use Parking Infrastructure Project	Hard Costs Relating to the Central Mixed-Use Parking Infrastructure Project Construction	FY 2025	1	\$1,500,000

Attachment: CD- MGC Mitigation Block Grant (8117 : FY25 Municipal Community Mitigation Fund - No Match Required - \$2,864,800)



BD-24-1068-1068C-1068L-95061

By and between the Massachusetts Gaming Commission and

The City of Springfield, Massachusetts

This Fiscal Year (FY) 2025 Grant (the "Grant") is entered into by and between the Massachusetts Gaming Commission ("Commission"), and the City of Springfield, Massachusetts (hereinafter "the Parties") for an award in the amount of \$2,864,800 in accordance with M.G.L. c. 23K, §61 and the FY 2025 Community Mitigation Fund Guidelines. **This Grant Agreement expires on June 30, 2028.**

RECITALS

The following recitals are an integral part of this Grant Agreement:

1. The Grantee has qualified to apply for funding under M.G.L. c. 23K, §61 and the Grantee has submitted an Application to the Commission in accordance with M.G.L. c. 23K, §61 requesting disbursements to Grantee from the Community Mitigation Fund; and
2. The Commission has determined that the Grantee is eligible for the receipt of a Grant under the Community Mitigation Fund. The Grantee has agreed to accept the funds subject to all terms and conditions of this Grant.
3. The purpose of this Grant is to establish the specific scope, budget, and conditions for Grantee to provide to the Commission as part of this Grant; and
4. In consideration of the promises and the mutual covenants contained in this Grant, the receipt and legal sufficiency of which are hereby acknowledged, the Commission and the Grantee, intending to be legally bound, hereby agree as follows:

DEFINITIONS

Application: Shall mean the documents submitted in response to the Request for Response BID Number: BD-24-1068-1068C-1068L-95061 by the Grantee and, if applicable, the Response to the Request for Supplemental Information (RRSI) as approved by the Commission on 06/06/2024.

Effective Date: The Effective Date of this Grant or any amendment hereto is the date on which this Grant or an amendment is fully executed by all parties.

SECTION 1 THE GRANT

As of the Effective Date and subject to the satisfaction of or compliance with, as reasonably determined by the Commission: (a) all of the terms and conditions of this Grant, (b) the applicable provisions of M.G.L. c. 23K, Chapter 194 of the Acts of 2011, and 205 CMR, and (c) any other rule, regulation, policy, guideline, approval, or directive of the Commission, the Commission hereby approves the following Grant: an amount that shall under no circumstances exceed two million eight hundred sixty-four thousand eight hundred dollars (\$2,864,800). The Parties hereby acknowledge and agree that the amount set forth in this section, as determined by the Commission in its sole discretion, is the maximum amount of funding that the Grantee may receive from the Commission under this specific Grant. This Grant is also subject to all the terms and conditions in the Commonwealth of Massachusetts – Standard Contract Form and Commonwealth Terms and



Conditions as issued by the Massachusetts Executive Office for Administration and Finance or the Interdepartmental Service Agreement, as applicable.

SECTION 2 COVENANTS, REPRESENTATIONS, AND WARRANTIES

The Grantee covenants and agrees that in exchange for this Grant, the Grantee shall and shall cause its employees, agents, and representatives to perform and comply with the following covenants, and otherwise represents and warrants as follows:

2.1 The Grantee was awarded this Grant based on representations in its Grant Application and its RRSI regarding the Grant's intended purpose or use.

2.2 The Grantee hereby acknowledges and agrees that neither the Grantee nor any of its employees, officials or agents has submitted nor shall submit any false or intentionally misleading information or documentation to the Commission in connection with this Grant, including the Application and RRSI, as applicable, and further acknowledges and agrees that the submission of any such information or documentation shall be a material breach of this Grant and may be cause for the Commission to revoke any and all payments otherwise due to the Grantee, to recover any previous payments made to the Grantee, and/or to make the Grantee ineligible for any further funding from the Commission. The Grantee hereby further agrees that it shall have a continuing obligation to update and notify the Commission in writing when it knows or has any reason to know that any information or documentation submitted to the Commission contains false, misleading or incorrect information.

2.3 The Grantee certifies that the funds from this Grant will be used solely for the purposes outlined in SECTION 3 SCOPE OF GRANT.

2.4 The Grantee hereby agrees that it shall use its best efforts and resources to diligently satisfy and complete each of the terms and conditions of this Grant and the purposes for which the funding is being provided, as set forth in SECTION 3 SCOPE OF GRANT.

2.5 The Grantee hereby acknowledges and agrees that all expenditures of Grant funds shall be subject to review and audit by the Commission.

2.6 The Grantee hereby acknowledges and agrees that the scope of any activities prepared pursuant to this Grant shall be approved by the Commission's staff prior to the commencement of such actions.

2.7 The Grantee shall provide the Commission with all studies, reports or other documents prepared as part of this Grant. Copies of any studies, reports, or other documents prepared by the Grantee by its agents, associates, consultants, employees, partners, or servants insofar as they related to this Grant shall be forwarded to the Commission.

2.8 The Grantee certifies that all goods and services procured in furtherance of this Grant, as described in SECTION 3 SCOPE OF GRANT, will be procured in accordance with all applicable federal, state and municipal laws, with written contracts, subject to the approval of the Commission's staff.

2.9 The funding is solely intended for use towards the execution of the items delineated in SECTION 3 SCOPE OF GRANT as approved by the Commission. The exact dollar figure of the Grant may be determined after projects bids have been received and final costs are allocated.



2.10 During the term of the Grant and for six years from the date of transmission of the final expenditure report, the Grantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, receipts, contracts, and supporting materials relating to the Project.

2.11 The Grantee shall furnish to the Commission such further affidavits, certificates, opinions of counsel, surveys and other documents and instruments as may be required by the Commission to ensure that the terms of this Grant are being observed and performed in all respects.

2.12 The Grantee shall and shall cause its employees to comply with all provisions of this Grant, and all provisions of law that are applicable to the Grant; the Grantee shall take all action necessary to fulfill its obligations under this Grant and under all other agreements related to the Grant that have been referenced herein or otherwise approved by the Commission.

2.13 With respect to all actions taken in relation to the Grant, the Grantee and all of its officers, agents and employees shall observe and obey, and shall include language in all of its contracts with the contractors and vendors requiring them to observe and obey, all federal, state and local laws, regulations, ordinances, codes, statutes, orders and directives and any other applicable provisions of law.

2.14 The Grantee hereby acknowledges and agrees that the terms set forth in the Grant are intended solely to govern the disbursement of funds in accordance with M.G.L. c. 23K, §61. Nothing herein shall be construed as advice to, nor create a duty to provide advice to, the Grantee regarding legal or contractual requirements or best practices. Further, nothing in this Grant shall be construed as creating a duty or obligation on the part of the Commission to oversee or monitor the performance of any contractor, vendor, or other project participants.

2.15 The Grantee has read and fully understands the provisions of the Massachusetts Conflict of Interest law, M.G.L. c. 268A, and has implemented policies and procedures to ensure that all employees, agents, consultants, and representatives working on or for any project for which Grant funds will be used are in compliance with M.G.L. c. 268A to the extent that it is applicable.

2.16 The Grantee has implemented policies and procedures to prevent and eliminate fraud, waste, and abuse of public funds in connection with the expenditure of the funds from this Grant.

2.17 The Grantee represents that the acceptance of funding in accordance with the terms of this Grant does not and will not conflict with or result in the violation of any charter, by-law, ordinance, order, rule, regulation, statute or any other applicable provision of law or any order, rule, regulation or judgment of any court or other agency of government.

2.18 The Grantee represents that it has duly obtained all necessary votes, resolutions, appropriations, and local approvals for the actions set forth in **SECTION 3 SCOPE OF GRANT** and has taken all actions necessary or required by law to enable it to execute this Grant and to perform its obligations hereunder.

2.19 The Grantee represents that all meetings of all public bodies related to this Grant which relate in any way to the expenditure of funds from this Grant have been conducted, and shall be conducted, in compliance with the provisions of M.G.L. c. 30A, §§18–25, 940 CMR 29.00 et seq., and all other applicable law.



2.20 (if applicable) For Construction Projects: The Grantee shall provide Commission representatives with access to the Project site whenever Project work is in preparation or progress and shall provide such representatives with proper facilities for site access and inspection. The Grantee shall also provide the Commission with all executed contract documents related to Project and plans and specifications prepared in relation to this Grant. The Grant will only fund a portion of construction costs. Grant funds will provide 100% of project costs up to \$250,000 and will fund up to 30% of the costs in excess of \$250,000 up to a maximum grant of \$1.5 million. If a municipality has more than one transportation construction project, the total cost of the combined projects will be used to determine the project subsidy (i.e., only the first \$250,000 of the combined projects receives the 100% subsidy). Any grant requests that exceed these funding limits require a waiver from the Commission. Applicants must demonstrate that the project will begin construction no later than June 30, 2025, Applicants may apply for Transportation Construction funds in future years for a project included in an FY 2025 application. However, any FY 2025 transportation construction project may not rely upon contributions from the Community Mitigation Fund in future rounds.

SECTION 3 SCOPE OF GRANT

Having received and reviewed the Application dated 01/31/2024 and supporting documentation submitted by the Grantee, the Commission hereby finds that the following are necessary and reasonable costs to offset costs related to the construction and operation of a gaming establishment. The Grantee hereby acknowledges and agrees that the scope of the Grant shall be governed by the following requirements:

3.1 The Grantee hereby certifies that the Community Mitigation Grant funds are for the sole and exclusive use of City of Springfield as approved by the Commission on 06/06/2024.

3.2 The Grantee shall provide the Commission staff with a detailed scope, budget and timeline which shall be approved by the Commission's staff prior to the execution of the Grant.

3.3 If applicable to this Grant, in the event Grantee encounters or anticipates difficulty in meeting the project schedule, the Grantee must immediately notify the Commission's Program Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by the Commission of a project delivery schedule or date, or any rights or remedies provided by this Grant.

3.4 Any substantive deviation from Grantee's approved Scope of Work or budget, as outlined in the Application and this Grant, during project implementation may require re-evaluation and approval by the Commission.

3.5 If applicable to this Grant Agreement, the Grantee shall identify any other local, state or federal funds, including in-kind services being provided as matching funds for this grant.

3.6 Overview of Approved Scope: See Addendum A -SCOPE OF WORK



3.7 Special Conditions: See Addendum A - SCOPE OF WORK

SECTION 4 DISBURSEMENT OF THE GRANT

Subject to the terms and conditions set forth in this Grant, the Commission shall disburse Grant funds in accordance with the following:

4.1 Having completed review of the Application submitted by the Grantee, the Commission has determined that the Grantee is eligible for funding in the amount of \$2,864,800.

4.2 The funding is solely intended for use towards the execution of the items delineated in **SECTION 3 SCOPE OF GRANT** as approved by the Commission. The exact dollar figure of the Grant may be determined after projects bids have been received and final costs are allocated.

4.3 Eligible Costs. The Grantee agrees that Project costs eligible for grant funding must comply with the following requirements. To be eligible for reimbursement, Project costs must be:

- a. Consistent with the Project Scope of Work, the Project Budget, and other provisions of the Grant.
- b. Reasonable for the goods or services purchased.
- c. Satisfactorily documented with supporting documentation, which is to be submitted with each invoice.
- d. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee.
- e. Eligible for grant funding as part of the grant program through which the funds were awarded.

4.4 In the event that the Commission detects any irregularity in the expenditure of any Grant funds, it may request reimbursement of those misspent funds or pursue any other remedy available by law.

4.5 The Grantee may submit invoices to the Commission on a quarterly basis with the **Quarterly Report Form** pursuant to SECTION 5 of this Grant. The Commission shall make payments for eligible amounts to the Grantee as promptly as fiscal procedures permit upon receipt of Grantee's itemized invoice(s) via the Quarterly Report Form.

4.6 Upon the Commission Staff's receipt and approval of an accounting of expenditures, and the receipt of either estimates of proposed expenditures of grant monies, a copy of an invoice, or proof of payment, the Commission shall either issue a check or transfer monies to the Grantee.

4.7 The payment schedule may be modified if the current payment procedure conflicts with the Grantee's accounting practices. Such a request must be made by the Grantee and approved by Commission Staff on a timely basis.

4.8 The Commission shall retain ten percent (10%) of the amounts invoiced until satisfactory completion of work as determined by Commission Staff. Upon a determination by Commission Staff of satisfactory completion of work along with receipt of final invoice and all required documentation from Grantee, the Commission shall pay the ten percent retainage to Grantee.



4.9 Acceptance and processing of the Final Payment by the Grantee shall indicate receipt of the Grant funds in full satisfaction of the approved scope. The Grantee shall provide the Commission with a final accounting after the expenditure of the Final Payment.

4.10 Following approval by the Commission staff as specified in **SECTION 3- SCOPE OF GRANT** of this instrument the Commission shall either issue a check or transfer monies electronically to the Grantee.

SECTION 5 QUARTERLY REPORTING REQUIREMENTS

The Grantee shall submit to the Commission a quarterly update on the expenditure of the Grant funds detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule. Said quarterly reports shall be due:

November 15th for the period ending September 30th

February 15th for the period ending December 31st

May 15th for the period ending March 31st.

August 15th for the period ending June 30th

SECTION 6 AMENDMENTS

This Grant may be amended only through a written amendment signed by duly authorized representatives of the Commission and the Grantee. Grantees looking to amend their Grant must submit a request to amend the Grant to the Commission's Program Manager. An amendment to the Grant may be made at the Commission's discretion if the request to amend is consistent with the provisions of this Grant. Grant funds may only be moved between projects within the Grant. Funds may not be moved between previously awarded Grants and this Grant.

SECTION 7 FINAL REVIEW, AUDIT AND CLOSE-OUT

7.1 Upon expenditure of all funds distributed under this Grant, the Grantee shall submit a Grant Review Form and a Close-Out Report Form, which shall include an overview of the goals and objectives stated in the grant application; all documents as further described in Section 2.7 of the Grant; and a description of the changes, if any, that were made to the project that differ from the Application. The Close-out Report Form shall include a summary of key program accomplishments and shall include:

- a. The Grantee shall submit the Grant Review Form and Close-Out Report Form to the Commission prior to submittal of the Request for the Final Payment.
- b. The Grantee must provide the Commission with a final accounting including the remaining balance of the Final Payment.
- c. The Grantee must return any funds due to the Commission as a result of refunds, corrections, or audits.
- d. The Commission may request any supplemental information it deems necessary to ensure that the funds were expended in accordance with **SECTION 3 – SCOPE OF THE GRANT**. The Commission may conduct, or cause to be conducted, an audit of the transactions and expenditures made by the Grantee in connection with this Grant.

7.2 In the event that the Commission detects any irregularity in the expenditure of any Grant funds, it may request reimbursement of those misspent funds or pursue any other remedy available by law.



7.3 Unused funds must be promptly returned to the Commission upon the completion of the items identified in **SECTION 3 SCOPE OF GRANT** or the expiration of the grant. In the event of disagreement, the Commission may require the Grantee to return any funds which remain unexpended 60 days after the completion of the grant scope.

SECTION 8 INDEMNIFICATION

8.1 To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the Commission, commissioners, agents and employees from and against any and all claims, actions, damages, awards, judgments, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation whatsoever which may be incurred by or for which liability may be asserted against the Commission, its commissioners, agents or employees arising out of any activities undertaken by, for, or on behalf of the Grantee relative to the expenditure, disbursement, or use of the funds associated with this Grant or any activities, acts or omissions in relation to the Grant including, but not limited to, the performance of any contract or obligation directly or indirectly related to the Grant. This Section shall not be construed to negate or abridge any other obligation of indemnification running to the Commission which would otherwise exist.

8.2 No member or employee of the Commission shall be held personally or contractually liable by or to the Grantee under any provision of this Grant, because of any breach of this Grant, or because of its execution or attempted execution.

SECTION 9 CERTIFICATIONS FILINGS AND SUBMISSIONS

All certifications, filings, and submissions to the Commission in furtherance of this Grant shall be made by a duly authorized representative of the Grantee. Such representation shall acknowledge that such certification, filing, or submission is true, complete and accurate, to the best of the Grantee's knowledge.

SECTION 10 GOVERNING LAW, VENUE, AMENDMENT AND SEVERABILITY

10.1 This Grant shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In case any provision(s) hereof shall be determined invalid or unenforceable under the applicable law, such provision(s) shall, insofar as possible, be construed or applied in such manner as will permit the enforcement of this Grant; otherwise, this Grant shall be construed as though such provision(s) had never been made a part hereof.

10.2 Any civil action brought against the Commission by the Grantee, or any person or entity claiming through or under it, which arises out of the provisions of this Grant, shall only be brought in the Superior Court for Suffolk County, Massachusetts. The Grantee, for itself and for any person or entity claiming by through or under it, hereby waives any defenses that it may have as to the venue to which it has agreed herein, including, but not limited to, any claim that this venue is improper or that the forum is inconvenient. The Grantee for itself and for any person or entity claiming by, through or under it, hereby waives all rights, if any, to a jury trial in any civil action against the Commission that may arise out of the provisions of this Grant.

10.3 This Grant and any amendments hereto shall be deemed null and void and of no further force or effect unless it is executed by a duly authorized representative of the Commission and a duly authorized representative of the Grantee. The undersigned, who are signing on behalf of the Grantee, hereby



warrant and represent that they possess the full legal authority to execute this Grant on behalf of the Grantee and to bind the Grantee to its terms and conditions. In the event that the Commission later determines that the undersigned are not duly authorized to execute this Grant and to bind the Grantee, the Commission may, in its sole discretion, take whatever action it deems necessary to terminate this Grant, to suspend or terminate payments to the Grantee and to recover any funds disbursed to the Grantee. Any rights and remedies available to the Commission under the provisions of this Grant shall be in addition to any other rights and remedies provided by law.

SECTION 11 WAIVER OF GRANT TERMS, CONDITIONS, AND OBLIGATIONS

11.1 The terms, conditions, covenants, duties, and obligations contained in this Grant may be waived only by written agreement executed by duly authorized representatives of the Commission and the Grantee. No waiver by either party of any term, condition, covenant, duty or obligation shall be construed as a waiver of any other term, condition, covenant, duty or obligation nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different section, subsection, paragraph, clause, phrase, or other provision of this Grant. Forbearance or indulgence in any form or manner by either Party to this Grant shall not be construed as a waiver, nor in any way limit the remedies available to that party.

11.2 The Commission's payment(s) to the Grantee under this Grant or its review, approval, or acceptance of any actions by the Grantee under this Grant shall not operate as a waiver of any rights or remedies available to the Commission under this Grant or as otherwise provided by law.

SECTION 12 TERMINATION

12.1 The Grantee hereby acknowledges and agrees that the Commission may terminate the Grant, in whole or in part, at any time with or without cause, or if it determines in its sole discretion that the Grantee failed to comply with any provision of the Grant.

12.2 The Grantee hereby further acknowledges and agrees that in the event of termination by the Commission, the Commission may revoke any and all remaining payments otherwise due to the Grantee and may recover any previous payments made to the Grantee.

12.3 In the event of termination by the Commission, the Commission shall provide written notice of termination to the Grantee, which shall state the effective date of said termination as well as the reason(s) for termination. Such written notice shall include whether the Commission intends to recoup previous payments made to the Grantee pursuant to the Grant.

SECTION 13 NOTICE

13.1 Any notices required or permitted to be given by either of the Parties hereunder shall be given in writing and shall be delivered to the addressee in one of the following manners: (a) in-hand; (b) by certified mail, postage prepaid, return receipt requested; (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, or (d) by email and such notices shall be addressed as follows:



If to the Commission:

Massachusetts Gaming Commission
101 Federal Street, 12th Floor.
Boston, MA 02110
Attention: Chief of Community Affairs
Email: MGCCMF@massgaming.gov

If to the Grantee:

City of Springfield
70 Tapley Street
Springfield, MA 01104
Attention: Brian Connors
Email: bconnors@springfieldcityhall.com

Any notice shall be effective only upon receipt.

13.2 The Grantee must provide the Commission with updated contact information in a timely manner if there are any changes to staff assigned to manage this, Grant.

[Remainder of page intentionally left blank; signature page to follow.]



IN WITNESS WHEREOF, the Massachusetts Gaming Commission and the Grantee have caused this Grant Agreement to be executed by their duly authorized representatives on the Effective Date.

SIGNATORY AUTHORITY OF GRANTEE

MASSACHUSETTS GAMING COMMISSION

By: *Domenic J. Sarno*
(Signature)

Domenic J. Sarno
(Print name)

Mayor - City of Springfield
Title:

By: _____
(Signature)

Joseph Delaney
(Print name)

Chief of Community Affairs
Title:

Effective Date: *(To be filled out by Massachusetts Gaming Commission Staff):*



City Council

SCHEDULED

Meeting: 07/08/24 07:00 PM
Initiator: Trevor Crawford
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8128

9

FY24 MGC Transportation Construction Grant - No Match Required- \$1,500,000 (Mayor Sarno)

WHEREAS, the Office of Community Development ("Department") has been awarded a Transportation Construction Grant of \$1,500,000 under the Community Mitigation Fund from the Massachusetts Gaming Commission; and

WHEREAS, the Office of Planning and Economic Development (OPED) intends to use the grant funds to finance the cost of planning and advancement of a new Mixed-use Parking Infrastructure project; and

WHEREAS, the grant will support the following task: hard construction costs associated with the Springfield parking garage project (Willow Street).

WHEREAS, the total fee shall not exceed the funding of \$1,500,000 as stated in the maximum obligation contract; 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 and the required City matching contribution described 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, sect 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:

FY24 MGC Transportation Construction Grant - No Match Required- \$1,500,000



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	6/27/24
Department Requesting Grant Setup	Comm Dev
Department Phone # (Please include extension)	X6082
Name and Title of Person to Contact in Case of Questions	Amanda Pham
Was this Grant previously setup for a prior fiscal year?	
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
X	State – City
	Private/Other

Grant Name: FY24 MGC- Transportation Construction Grant

Total Grant Amount Awarded: \$ 1,500,000

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	Massachusetts Gaming Commission
Contact Person	Joseph Delaney
Street Address	101 Federal St
City, State, Zip Code	Boston MA
Telephone	617-721-9198
Fax	
E-Mail	joseph.delaney@massgaming.gov

Actual Award Date 7/14/22

Board Approval Date

Start Date 7/1/22

Expiration Date 6/30/27

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage?

Source

Amount

Comments re: Description/Purpose of Grant

Hard construction costs associated with the Springfield parking garage project (Willow St. Mixed Use Structure)

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) 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:

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.

Amanda Pham

Signature

6/27/24

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.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



9.a

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: City of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Massachusetts Gaming Commission MMARS Department Code: MGC	
Legal Address: (W-9, W-4): 1600 East Columbus Avenue Springfield, MA 01103		Business Mailing Address: 101 Federal Street, Boston, MA 02110	
Contract Manager: Cathy Buono	Phone : 413-787-6082	Billing Address (if different):	
E-Mail: cbuono@springfieldcityhall.com	Fax:	Contract Manager: Joseph Delaney	Phone: 617 721-9198
Contractor Vendor Code: VC:		E-Mail: Joseph.Delaney@Massgaming.gov	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
RFR/Procurement or Other ID Number:			
<u>X</u> 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)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u> </u> , 20 <u> </u> . Enter Amendment Amount: \$ <u> </u> . (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). \$1,500,000.00			
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 <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % 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.) Community Mitigation Grant for FY24 addressing the following scope and attached documents: \$1,500,000 for hard costs associated with the Springfield parking garage construction			
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 no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of <u> </u> , 20 <u> </u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of <u> </u> , 20 <u> </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 [June 30, 2027] , 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: <u> </u> . Date: <u> </u> . (Signature and Date Must Be Captured at Time of Signature) Print Name: Print Title:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u> </u> . Date: <u> </u> . (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Joseph Delaney</u> Print Title: <u>Chief of Community Affairs</u>	

Attachment: CD- FY24 MGC \$1.5M- Grant Set Up & Backup (8128 : FY24 MGC Transportation Construction Grant - No Match Required-

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a year procurement or grant program.)

multi-

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget:** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, s. 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, §.9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance

obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, §.9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

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Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#) [G.L. c.30, § 39R](#), [G.L. c.149, § 27C](#), [G.L. c.149, § 44C](#), [G.L. c.149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26, § 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C](#), [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor

is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



9.a

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data

(herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase 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. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Attachment: CD- FY24 MGC \$1.5M- Grant Set Up & Backup (8128 : FY24 MGC Transportation Construction Grant - No Match Required-



BD-23-1068-1068C-1068L-81256

*By and between the Massachusetts Gaming Commission and
The City of Springfield, Massachusetts*

This 2023 Transportation Construction Grant (the “Grant”), dated as of _____, 2023 (“Effective Date”), is entered into by and between the Massachusetts Gaming Commission (“Commission”), and the City of Springfield, Massachusetts (hereinafter “the Parties”) for an award in the amount of \$1,500,000.00 in accordance with M.G.L. c. 23K, §61 and the 2023 Community Mitigation Fund Guidelines. **This Grant Agreement expires on June 30, 2027.**

RECITALS

The following recitals are an integral part of this Grant Agreement:

1. The Grantee has qualified to apply for funding under M.G.L. c. 23K, §61 and the Grantee has submitted an Application to the Commission in accordance with M.G.L. c. 23K, §61 requesting disbursements to Grantee from the Community Mitigation Fund; and
2. The Commission has determined that the Grantee is eligible for the receipt of a Grant under the Community Mitigation Fund. The Grantee has agreed to accept the funds subject to all terms and conditions of this Grant.
3. The purpose of this Grant is to establish the specific scope, budget, and conditions for Grantee to provide to the Commission as part of this Grant; and
4. In consideration of the promises and the mutual covenants contained in this Grant, the receipt and legal sufficiency of which are hereby acknowledged, the Commission and the Grantee, intending to be legally bound, hereby agree as follows:

DEFINITIONS

Application: shall mean the documents submitted in response to the Request for Response BID Number: BD-23-1068-1068C-1068L-81256 by the Grantee and, if applicable, the Response to the Request for Supplemental Information (RRSI) as approved by the Commission on June 21, 2023.

Effective Date: The Effective Date of this Grant or any amendment hereto is the date on which this Grant or an amendment is fully executed by all parties.

SECTION 1 THE GRANT

As of the Effective Date and subject to the satisfaction of or compliance with, as reasonably determined by the Commission: (a) all of the terms and conditions of this Grant, (b) the applicable provisions of M.G.L. c. 23K, Chapter 194 of the Acts of 2011, and 205 CMR, and (c) any other rule, regulation, policy, guideline, approval, or directive of the Commission, the Commission hereby approves the following Grant: an amount that shall under no circumstances exceed one million five hundred thousand dollars (\$1,500,000.00). The Parties hereby acknowledge and agree that the amount set forth in this section, as determined by the Commission in its sole discretion, is the maximum amount of funding that the Grantee may receive from the Commission under this specific Grant. This Grant is also subject to all the terms and conditions in the Commonwealth of Massachusetts – Standard Contract Form and Commonwealth Terms and Conditions as issued by the Massachusetts Executive Office for Administration and Finance or the Interdepartmental Service Agreement, as applicable.

SECTION 2 COVENANTS, REPRESENTATIONS, AND WARRANTIES

The Grantee covenants and agrees that in exchange for this Grant, the Grantee shall and shall cause its employees, agents, and representatives to perform and comply with the following covenants, and otherwise represents and warrants as follows:

2.1 The Grantee was awarded this Grant based on representations in its Grant Application and its RRSI regarding the Grant's intended purpose or use.

2.2 The Grantee hereby acknowledges and agrees that neither the Grantee nor any of its employees, officials or agents has submitted nor shall submit any false or intentionally misleading information or documentation to the Commission in connection with this Grant, including the Application and RRSI, as applicable, and further acknowledges and agrees that the submission of any such information or documentation shall be a material breach of this Grant and may be cause for the Commission to revoke any and all payments otherwise due to the Grantee, to recover any previous payments made to the Grantee, and/or to make the Grantee ineligible for any further funding from the Commission. The Grantee hereby further agrees that it shall have a continuing obligation to update and notify the Commission in writing when it knows or has any reason to know that any information or documentation submitted to the Commission contains false, misleading or incorrect information.

2.3 The Grantee certifies that the funds from this Grant will be used solely for the purposes outlined in SECTION 3 SCOPE OF GRANT.

2.4 The Grantee hereby agrees that it shall use its best efforts and resources to diligently satisfy and complete each of the terms and conditions of this Grant and the purposes for which the funding is being provided, as set forth in SECTION 3 SCOPE OF GRANT.

2.5 The Grantee hereby acknowledges and agrees that all expenditures of Grant funds shall be subject to review and audit by the Commission.

2.6 The Grantee hereby acknowledges and agrees that the scope of any activities prepared pursuant to this Grant shall be approved by the Commission's staff prior to the commencement of such actions.

2.7 The Grantee shall provide the Commission with all studies, reports or other documents prepared as part of this Grant. Copies of any studies, reports, or other documents prepared by the Grantee by its

agents, associates, consultants, employees, partners, or servants insofar as they related to this Grant shall be forwarded to the Commission.

2.8 The Grantee certifies that all goods and services procured in furtherance of this Grant, as described in SECTION 3 SCOPE OF GRANT, will be procured in accordance with all applicable federal, state and municipal laws, with written contracts, subject to the approval of the Commission's staff.

2.9 The funding is solely intended for use towards the execution of the items delineated in SECTION 3 SCOPE OF GRANT as approved by the Commission. The exact dollar figure of the Grant may be determined after projects bids have been received and final costs are allocated.

2.10 During the term of the Grant and for six years from the date of transmission of the final expenditure report, the Grantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, receipts, contracts, and supporting materials relating to the Project.

2.11 The Grantee shall furnish to the Commission such further affidavits, certificates, opinions of counsel, surveys and other documents and instruments as may be required by the Commission to ensure that the terms of this Grant are being observed and performed in all respects.

2.12 The Grantee shall and shall cause its employees to comply with all provisions of this Grant, and all provisions of law that are applicable to the Grant; the Grantee shall take all action necessary to fulfill its obligations under this Grant and under all other agreements related to the Grant that have been referenced herein or otherwise approved by the Commission.

2.13 With respect to all actions taken in relation to the Grant, the Grantee and all of its officers, agents and employees shall observe and obey, and shall include language in all of its contracts with the contractors and vendors requiring them to observe and obey, all federal, state and local laws, regulations, ordinances, codes, statutes, orders and directives and any other applicable provisions of law.

2.14 The Grantee hereby acknowledges and agrees that the terms set forth in the Grant are intended solely to govern the disbursement of funds in accordance with M.G.L. c. 23K, §61. Nothing herein shall be construed as advice to, nor create a duty to provide advice to, the Grantee regarding legal or contractual requirements or best practices. Further, nothing in this Grant shall be construed as creating a duty or obligation on the part of the Commission to oversee or monitor the performance of any contractor, vendor, or other project participants.

2.15 The Grantee has read and fully understands the provisions of the Massachusetts Conflict of Interest law, M.G.L. c. 268A, and has implemented policies and procedures to ensure that all employees, agents, consultants, and representatives working on or for any project for which Grant funds will be used are in compliance with M.G.L. c. 268A to the extent that it is applicable.

2.16 The Grantee has implemented policies and procedures to prevent and eliminate fraud, waste, and abuse of public funds in connection with the expenditure of the funds from this Grant.

2.17 The Grantee represents that the acceptance of funding in accordance with the terms of this Grant does not and will not conflict with or result in the violation of any charter, by-law, ordinance, order, rule, regulation, statute or any other applicable provision of law or any order, rule, regulation or judgment of any court or other agency of government.

2.18 The Grantee represents that it has duly obtained all necessary votes, resolutions, appropriations, and local approvals for the actions set forth in SECTION 3 SCOPE OF GRANT and has taken all actions necessary or required by law to enable it to execute this Grant and to perform its obligations hereunder.

2.19 The Grantee represents that all meetings of all public bodies related to this Grant which relate in any way to the expenditure of funds from this Grant have been conducted, and shall be conducted, in compliance with the provisions of M.G.L. c. 30A, §§18–25, 940 CMR 29.00 et seq., and all other applicable law.

2.20 (if applicable) For Construction Projects and Project of Regional Significance: The Grantee shall provide Commission representatives with access to the Project site whenever Project work is in preparation or progress and shall provide such representatives with proper facilities for site access and inspection. The Grantee shall also provide the Commission with all executed contract documents related to Project and plans and specifications prepared in relation to this Grant. For Transportation Construction Grants, funding will only be for a maximum of 33% of the total project construction cost unless a waiver has been granted by the Commission. For Projects of Regional Significance Grants, funding will only be for a maximum of 15% of the total project cost unless a waiver has been granted by the Commission. Applicants must demonstrate that the project will begin construction no later than June 30, 2025, for Transportation Construction Grants and June 30, 2025, for Projects of Regional Significance Grants. Applicants may apply for Transportation Construction funds in future years for a project included in a 2023 application. However, any 2023 transportation construction project may not rely upon contributions from the Community Mitigation Fund in future rounds.

SECTION 3 SCOPE OF GRANT

Having received and reviewed the Application dated January 31, 2023 and supporting documentation submitted by the Grantee, the Commission hereby finds that the following are necessary and reasonable costs to offset costs related to the construction and operation of a gaming establishment. The Grantee hereby acknowledges and agrees that the scope of the Grant shall be governed by the following requirements:

3.1 The Grantee hereby certifies that the Community Mitigation Grant funds are for the sole and exclusive use of City of Springfield, as approved by the Commission on June 21, 2023

3.2 The Grantee shall provide the Commission staff with a detailed scope, budget and timeline which shall be approved by the Commission's staff prior to the execution of the Grant.

3.3 If applicable to this Grant, in the event Grantee encounters or anticipates difficulty in meeting the project schedule, the Grantee must immediately notify the Commission's Project Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by the Commission of a project delivery schedule or date, or any rights or remedies provided by this Grant.

3.4 Any substantive deviation from Grantee's approved Scope of Work or budget, as outlined in the Application and this Grant, during project implementation may require re-evaluation and approval by the Commission.

3.5 If applicable to this Grant Agreement, the Grantee shall identify any other local, state or federal funds, including in-kind services being provided as matching funds for this grant.

3.6 Overview of Approved Scope:

Description
\$1,500,000 for hard costs associated with the Springfield parking garage construction

3.7 Special Conditions:

SECTION 4 DISBURSEMENT OF THE GRANT

Subject to the terms and conditions set forth in this Grant, the Commission shall disburse Grant funds in accordance with the following:

4.1 Having completed review of the Application submitted by the Grantee, the Commission has determined that the Grantee is eligible for funding in the amount of \$1,500,000.00

4.2 The funding is solely intended for use towards the execution of the items delineated in SECTION 3 SCOPE OF GRANT as approved by the Commission. The exact dollar figure of the Grant may be determined after projects bids have been received and final costs are allocated.

4.3 Eligible Costs. The Grantee agrees that Project costs eligible for grant funding must comply with the following requirements. To be eligible for reimbursement, Project costs must be:

- a. Consistent with the Project Scope of Work, the Project Budget, and other provisions of the Grant.
- b. Reasonable for the goods or services purchased.
- c. Satisfactorily documented with supporting documentation, which is to be submitted with each invoice.
- d. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee.
- e. Eligible for grant funding as part of the grant program through which the funds were awarded.

4.4 In the event that the Commission detects any irregularity in the expenditure of any Grant funds, it may request reimbursement of those misspent funds or pursue any other remedy available by law.

4.5 The Grantee shall submit invoices to the Commission on a quarterly basis with the Quarterly Report Form pursuant to SECTION 5 of this Grant (Exhibit A). The Commission shall make payments for eligible amounts to the Grantee as promptly as fiscal procedures permit upon receipt of Grantee's itemized invoice(s).

4.6 Upon the Commission Staff's receipt and approval of an accounting of expenditures, and the receipt of either estimates of proposed expenditures of grant monies, a copy of an invoice, or proof of payment, the Commission shall either issue a check or transfer monies to the Grantee.

4.7 The payment schedule may be modified if the current payment procedure conflicts with the Grantee's accounting practices. Such a request must be made by the Grantee and approved by Commission Staff on a timely basis.

4.8 The Commission shall retain ten percent (10%) of the amounts invoiced until satisfactory completion of work as determined by Commission Staff. Upon a determination by Commission Staff of satisfactory completion of work along with receipt of final invoice and all required documentation from Grantee, the Commission shall pay the ten percent retainage to Grantee.

4.9 Acceptance and processing of the Final Payment by the Grantee shall indicate receipt of the Grant funds in full satisfaction of the approved scope. The Grantee shall provide the Commission with a final accounting after the expenditure of the Final Payment.

4.10 Following approval by the Commission staff as specified in SECTION 3- SCOPE OF GRANT of this instrument the Commission shall either issue a check or transfer monies electronically to the Grantee.

4.11 Grantee shall submit a detailed listing of all invoices on Exhibit B to this Grant Agreement entitled "Summary of Expenditures".

SECTION 5 QUARTERLY REPORTING REQUIREMENTS

The Grantee shall submit to the Commission a quarterly update (**Exhibit A**) on the expenditure of the Grant funds detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule. Said quarterly reports shall be due:

April 30th for the period ending March 31st.

July 31st for the period ending June 30th

October 31st for the period ending September 30th

January 31st for the period ending December 31st

SECTION 6 AMENDMENTS

This Grant may be amended only through a written amendment signed by duly authorized representatives of the Commission and the Grantee. Grantees looking to amend their Grant must submit a request to amend the Grant to the Commission's Program Manager. An amendment to the Grant may be made at the Commission's discretion if the request to amend is consistent with the provisions of this Grant.

SECTION 7 FINAL REVIEW, AUDIT AND CLOSE-OUT

7.1 Upon expenditure of all funds distributed under this Grant, the Grantee shall submit a Grant Review Form (Exhibit C) and a Close Out Report Form (Exhibit D), which shall include an overview of the goals and objectives stated in the grant application; all documents as further described in Section 1.5 of the Grant; and a description of the changes, if any, that were made to the project that differ from the Application. The Close-out Report Form shall include a summary of key program accomplishments and shall include:

- a. The Grantee shall submit the Grant Review Form and Close Out Report Form to the Commission prior to submittal of the Request for the Final Payment.
- b. The Grantee must provide the Commission with a final accounting including the remaining balance of the Final Payment.
- c. The Grantee must return any funds due to the Commission as a result of refunds, corrections, or audits.

- d. The Commission may request any supplemental information it deems necessary to ensure that the funds were expended in accordance with SECTION 2 – SCOPE OF THE GRANT. The Commission may conduct, or cause to be conducted, an audit of the transactions and expenditures made by the Grantee in connection with this Grant.

7.2 In the event that the Commission detects any irregularity in the expenditure of any Grant funds, it may request reimbursement of those misspent funds or pursue any other remedy available by law.

7.3 Unused funds must be promptly returned to the Commission upon the completion of the items identified in SECTION 2 SCOPE OF GRANT or the expiration of the grant. In the event of disagreement, the Commission may require the Grantee to return any funds which remain unexpended 60 days after the completion of the grant scope.

SECTION 8 INDEMNIFICATION

8.1 To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the Commission, commissioners, agents and employees from and against any and all claims, actions, damages, awards, judgments, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation whatsoever which may be incurred by or for which liability may be asserted against the Commission, its commissioners, agents or employees arising out of any activities undertaken by, for, or on behalf of the Grantee relative to the expenditure, disbursement, or use of the funds associated with this Grant or any activities, acts or omissions in relation to the Grant including, but not limited to, the performance of any contract or obligation directly or indirectly related to the Grant. This Section shall not be construed to negate or abridge any other obligation of indemnification running to the Commission which would otherwise exist.

8.2 No member or employee of the Commission shall be held personally or contractually liable by or to the Grantee under any provision of this Grant, because of any breach of this Grant, or because of its execution or attempted execution.

SECTION 9 CERTIFICATIONS FILINGS AND SUBMISSIONS

All certifications, filings, and submissions to the Commission in furtherance of this Grant shall be made by a duly authorized representative of the Grantee. Such representation shall acknowledge that such certification, filing, or submission is true, complete and accurate, to the best of the Grantee's knowledge.

SECTION 10 GOVERNING LAW, VENUE, AMENDMENT AND SEVERABILITY

10.1 This Grant shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In case any provision(s) hereof shall be determined invalid or unenforceable under the applicable law, such provision(s) shall, insofar as possible, be construed or applied in such manner as will permit the enforcement of this Grant; otherwise, this Grant shall be construed as though such provision(s) had never been made a part hereof.

10.2 Any civil action brought against the Commission by the Grantee, or any person or entity claiming through or under it, which arises out of the provisions of this Grant, shall only be brought in the Superior Court for Suffolk County, Massachusetts. The Grantee, for itself and for any person or entity claiming by through or under it, hereby waives any defenses that it may have as to the venue to which it has agreed

herein, including, but not limited to, any claim that this venue is improper or that the forum is inconvenient. The Grantee for itself and for any person or entity claiming by, through or under it, hereby waives all rights, if any, to a jury trial in any civil action against the Commission that may arise out of the provisions of this Grant.

10.3 This Grant and any amendments hereto shall be deemed null and void and of no further force or effect unless it is executed by a duly authorized representative of the Commission and a duly authorized representative of the Grantee. The undersigned, who are signing on behalf of the Grantee, hereby warrant and represent that they possess the full legal authority to execute this Grant on behalf of the Grantee and to bind the Grantee to its terms and conditions. In the event that the Commission later determines that the undersigned are not duly authorized to execute this Grant and to bind the Grantee, the Commission may, in its sole discretion, take whatever action it deems necessary to terminate this Grant, to suspend or terminate payments to the Grantee and to recover any funds disbursed to the Grantee. Any rights and remedies available to the Commission under the provisions of this Grant shall be in addition to any other rights and remedies provided by law.

SECTION 11 WAIVER OF GRANT TERMS, CONDITIONS, AND OBLIGATIONS

11.1 The terms, conditions, covenants, duties, and obligations contained in this Grant may be waived only by written agreement executed by duly authorized representatives of the Commission and the Grantee. No waiver by either party of any term, condition, covenant, duty or obligation shall be construed as a waiver of any other term, condition, covenant, duty or obligation nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different section, subsection, paragraph, clause, phrase, or other provision of this Grant. Forbearance or indulgence in any form or manner by either Party to this Grant shall not be construed as a waiver, nor in any way limit the remedies available to that party.

11.2 The Commission's payment(s) to the Grantee under this Grant or its review, approval, or acceptance of any actions by the Grantee under this Grant shall not operate as a waiver of any rights or remedies available to the Commission under this Grant or as otherwise provided by law.

SECTION 12 TERMINATION

12.1 The Grantee hereby acknowledges and agrees that the Commission may terminate the Grant, in whole or in part, at any time with or without cause, or if it determines in its sole discretion that the Grantee failed to comply with any provision of the Grant.

12.2 The Grantee hereby further acknowledges and agrees that in the event of termination by the Commission, the Commission may revoke any and all remaining payments otherwise due to the Grantee and may recover any previous payments made to the Grantee.

12.3 In the event of termination by the Commission, the Commission shall provide written notice of termination to the Grantee, which shall state the effective date of said termination as well as the reason(s) for termination. Such written notice shall include whether the Commission intends to recoup previous payments made to the Grantee pursuant to the Grant.

SECTION 13 NOTICE

13.1 Any notices required or permitted to be given by either of the Parties hereunder shall be given in writing and shall be delivered to the addressee in one of the following manners: (a) in-hand; (b) by certified mail, postage prepaid, return receipt requested; (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, or (d) by email and such notices shall be addressed as follows:

If to the Commission:

Massachusetts Gaming Commission
101 Federal Street, 12th Floor.
Boston, MA 02110
Attention: Chief of Community Affairs
Email: MGCCMF@massgaming.gov

If to the Grantee:

City of Springfield
1600 East Columbus Avenue
Springfield,, MA 01103
Attention: Cathy Buono
Email: cbuono@springfieldcityhall.com

Any notice shall be effective only upon receipt.

13.2 The Grantee must provide the Commission with updated contact information in a timely manner if there are any changes to staff assigned to manage this, Grant.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Massachusetts Gaming Commission and the Grantee have caused this Grant Agreement to be executed by their duly authorized representatives on the effective date.

SIGNATORY AUTHORITY OF GRANTEE**MASSACHUSETTS GAMING COMMISSION**

By: _____
(Signature)

By: _____
(Signature)

(Print name)

(Print name)

Title:

Title:

Execution Date: *(To be filled out by
Massachusetts Gaming Commission Staff):*

Exhibit A – Quarterly Report Form**BD-23-1068-1068C-1068L-81256****Please submit Quarterly Reports to: MGCCMF@MassGaming.gov**

Quarterly reports shall be due April 30th for the period ending March 31st, July 31st for the period ending June 30th, October 31st for the period ending September 30th and January 31st for the period ending December 31st

Grantee: Springfield		Project Name: Mixed Use Parking Infrastructure Project		
Vendor Code:		Total Award: \$1,500,000.00		
Funding Requested (Fill out Exhibit B)	___ Yes	___ No	Contract End Date: June 30, 2027	
Period Ending:		Type of Grant: Transportation Construction		
Date Submitted:				

Expenditures This Quarter		
Date	Description	Expenditure

Description of Activities:

Please check if applicable:

☐

Please send the next funding allocation when approved. Attached is the Summary of Expenditures and related invoices.

Prepared by: _____

Page Break

Attachment: CD- FY24 MGC \$1.5M- Grant Set Up & Backup (8128 : FY24 MGC Transportation Construction Grant - No Match Required-

Exhibit B - Summary of Expenditures
Request for Disbursement from Community Mitigation Fund

BD-23-1068-1068C-1068L-81256

**Please compile and submit this form with scanned copies of you invoices as one PDF to
MGCCMF@MassGaming.gov**

Grantee: Springfield	Project Name: Mixed Use Parking Infrastructure Project
Vendor Code:	Total Award: \$1,500,000.00
Amount Requested:	Contract End Date: June 30, 2027
Invoice Date Range:	

Use the following table to detail your invoiced expenditures.

To be eligible for disbursement you must submit this form with your timely quarterly report.

Vendor and Invoice #	Vendor / Description	Qty	Amount
Total:			

Prepared By _____ Date _____

Exhibit C – Close Out Report Form**BD-23-1068-1068C-1068L-81256****Please submit Close Out Report Form to: MGCCMF@MassGaming.gov**

Grantee: Springfield		Date:
Total Award: \$1,500,000.00	Type: Transportation Construction	Grant Year: 2023
Total Project Cost:	Project Period:	
Goals and Objectives Accomplished:		
List of all studies, reports or other documents provided to the Commission:		

Record Retention

Your organization generally must retain financial and programmatic records, supporting documents, statistical records, and all other records that were required by the terms of an award, or may reasonably be considered pertinent to the award, for a period of three years from the date the final Close-Out Report is submitted.

If an audit, litigation, or other action involving the records starts before the end of the appropriate retention period, the records should be maintained until the end of the appropriate retention period or until the audit, litigation, or other action is completed, whichever is later.

Grantee: Springfield	Close-out Date:
MMARS #: 2023SpringfieldTCPar	Grant Year: 2023

CERTIFICATION OF COMPLETION:

The undersigned hereby certifies that the project contemplated by this Grant is complete and in full compliance with the scope and award as provided by the Massachusetts Gaming Commission. The undersigned acknowledges that he/she has the authorization to execute this document on behalf of the Grantee.

Name:	Date:
Title:	



City Council

SCHEDULED

Meeting: 07/08/24 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8136

10

State 911 Support & Incentive Grant - No Match - \$1,117,816.00 (Mayor Sarno)

WHEREAS, the Springfield Emergency Communications (Dispatch) Department ("Department") has been awarded an "FY25 State 911 Department Support & Incentive Grant" of \$1,117,816.00 from the Massachusetts Executive Office of Safety and Security; and

WHEREAS, the grant is awarded to the Department annually and is intended to support the City's emergency communications center; and

WHEREAS, the Department intends to use the grant funds to pay for dispatcher salaries and overtime expenses; and

WHEREAS, the Department 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:

State 911 Support & Incentive Grant - \$1,117,816.00



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 06/07/2024

Department Requesting Grant Setup SEC (Dispatch)

Department Phone # (Please include extension) (413)787-6409

Name and Title of Person to Contact in Case of Questions Michael Hess

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: 89524

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) Y 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: FY25 State 911 Support and Incentive Grant

Total Grant Amount Awarded: \$1,117,816.00

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	State 911 Department
Contact Person	Cindy Reynolds
Street Address	151 Campanelli Dr, Suite A
City, State, Zip Code	Middleborough, MA 02346
Telephone	508-821-7299
Fax	508-828-2585
E-Mail	911deptgrants@state.ma.us

Actual Award Date

Board Approval Date

Start Date

Expiration Date 06/30/2024

Renewal Action Date (optional) N/A

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Costs supporting the function of the 911 service in the City

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) Monthly (**Recommended**)

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

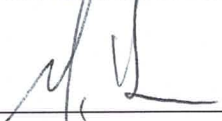
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 28952500

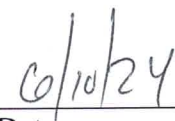
Object Codes: 501000 (\$779,281)
 506000 (\$320,000)
 508000 (\$3,535)
 505000 (\$15,000)

Budget Roll-Up Codes: **ALL**

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.



The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT

151 Campanelli Drive, Suite A ~ Middleborough, MA 02346

Tel: 508-828-2911 ~ TTY: 508-947-1455

www.mass.gov/e911



MAURA T. HEALEY

Governor

TERRENCE M. REIDY

Secretary

KIMBERLEY DRISCOLL

Lieutenant Governor

FRANK POZNIAK

Executive Director

May 24, 2024

Mayor Domenic J. Sarno
City of Springfield
36 Court Street
Springfield, MA 01103

Dear Mayor Sarno:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY 2025 State 911 Department Support and Incentive Grant** program.

For your files, attached please find a copy of the executed contract and the final approved Appendix A: Personnel Costs form for your grant. Please note your contract start date is **July 1, 2024** and will run through June 30, 2025. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2025.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/E911. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2025.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY 2025 Support and Incentive Grant File

Attachment: FY25 S&I - SPRINGFIELD (8136 : State 911 Support & Incentive Grant - No Match - \$1,117,816.00)

FY 2025 SUPPORT AND INCENTIVE GRANT COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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.mass.gov/lists/ctr-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a): Springfield Emergency Communications		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 36 Court St, Springfield MA 01103		Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
Contract Manager: Michael Hess	Phone: 413 787-6409	Billing Address (if different):	
E-Mail: mhess@springfieldcityhall.com	Fax: 413-787-6523	Contract Manager: Cindy Reynolds	Phone: 508-821-7299
Contractor Vendor Code: VC 6000192140		E-Mail: 911DeptGrants@mass.gov	Fax: 508-947-1452
Vendor Code Address ID (e.g. "AD001"): AD U01 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS SUPG	
X NEW CONTRACT		CONTRACT AMENDMENT	
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)		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). \$ <u>1,117,816.00</u>			
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.) Contract is for the reimbursement of funds under the State 911 Department FY 2025 Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
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 no obligations have been incurred prior to the Effective Date. ☒ 2. may be incurred as of <u>July 1, 2024</u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of _____, 20____, 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, 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: <u>[Signature]</u> Date: <u>8/9/24</u> (Signature and Date Must Be Captured at Time of Signature) Print Name: <u>Dominic J. Sarao</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>8/24/24</u> (Signature and Date Must Be Captured at Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>	

(Updated 7/22/2021)

Pg 1 of 2
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FY 2025 Support & Incentive

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LAST NAME	FIRST NAME	RATE	OT Rate
AKERS	JORDAN	\$ 23.65	\$ 35.47
ANDERSON	JOSEPH	\$ 35.91	\$ 35.91
BOBIANSKI	BRADY	\$ 25.69	\$ 38.53
BRENNAN	DAVID	\$ 23.65	\$ 35.47
BROWN	CHRISTINA	\$ 23.65	\$ 35.47
CAULTON	TANICE	\$ 25.69	\$ 38.53
CORREA	SHAYNA	\$ 23.65	\$ 35.47
COSTA	JOSEPH	\$ 23.65	\$ 35.47
CRUZ	GENESIS	\$ 23.65	\$ 35.47
DAVIS	JULIE	\$ 23.65	\$ 35.47
DEFOREST	JOHN	\$ 27.07	\$ 40.60
DIRIENZO (NEE BAEZ)	ALLISON	\$ 23.65	\$ 35.47
DOUGLAS	TAFARI	\$ 25.69	\$ 38.53
DUMAS	DEVIN	\$ 31.83	\$ 31.83
DYER	NATASHA	\$ 23.65	\$ 35.47
FISH	DANIEL	\$ 23.65	\$ 35.47
GARCIA	CHANEL	\$ 23.65	\$ 35.47
JOFFE	BETH	\$ 25.69	\$ 38.53
KAERCHER	CHARLES	\$ 23.65	\$ 35.47
KAZYAKA	JESSICA	\$ 23.65	\$ 35.47
KYLES	TAMMY	\$ 25.69	\$ 38.53
LEE	REBECCA	\$ 23.65	\$ 35.47
LOPEZ	NEVA	\$ 23.65	\$ 35.47
MADISON-WILSON	JILLIAN	\$ 31.83	\$ 31.83
MANZI	MICHELLE	\$ 23.65	\$ 35.47
MARTINEZ	ADRIANNA	\$ 25.69	\$ 38.53
MASON	MICHAEL	\$ 25.69	\$ 38.53
MASON	THOMAS	\$ 23.65	\$ 35.47
MILANO	ROBIN	\$ 25.03	\$ 37.54
MILLER	CHRIS	\$ 23.65	\$ 35.47
MYERS	TERESA	\$ 23.65	\$ 35.47
NEWELL	HOPE	\$ 23.65	\$ 35.47
OCASIO	REBECCA	\$ 47.70	\$ 47.70
ORBE	REYMUNDO	\$ 27.07	\$ 40.60
ORTA-RODRIGUEZ	STEPHANIE	\$ 23.65	\$ 35.47
PENDLETON	MARIAH	\$ 34.18	\$ 34.18
PRESTON	LAURIE	\$ 27.07	\$ 40.60
REIN	JESSE	\$ 23.65	\$ 35.47
REYES	JOELL	\$ 23.65	\$ 35.47
REYES	MELANIE	\$ 23.65	\$ 35.47
REYES	NORMA	\$ 23.65	\$ 35.47
RYAN	MIKAYLA	\$ 23.65	\$ 35.47
SANBORN	JULIE	\$ 23.65	\$ 35.47

Attachment: FY25 S&I - SPRINGFIELD (8136 : State 911 Support & Incentive Grant - No Match - \$1,117,816.00)

pg 2 of 2
Springfield

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SANTIAGO	WILLIAM	\$	35.81	\$	35.81
SPENCER	SAMUEL	\$	23.65	\$	35.47
TORRES	WILLIAM	\$	25.69	\$	38.53
TRANGHESE	MICHAEL	\$	39.07	\$	39.07
VEGA	WILLIAM	\$	34.18	\$	34.18
WILSON	ALFREDO	\$	34.18	\$	34.18

FY 2025 SUPPORT AND INCENTIVE GRANT

RECEIVED

10.b

MAY 20 2024

State 911 Department
Middleborough, MA

Type of PSAP: (please check one)

- ☒ Primary ☐ Regional ☐ Regional Secondary
☐ Regional Emergency Communication Center

Name of Eligible Entity (PSAP/RECC)

SPRINGFIELD EMERGENCY COMMUNICATIONS

Address

1535 ROOSEVELT AVENUE

City/Town/Zip

SPRINGFIELD, MA 01109

Telephone Number

413 737 6307

Fax Number

413 886 5467

Website

HTTPS://WWW.SPRINGFIELD-MA.GOV

Name & Title of Authorized Signatory

DOMENIC J. SARNO, MAYOR

Telephone Number

413 787 6100

Email Address

TASHE@SPRINGFIELD CITYHALL.COM

Name & Title of Grant Contract Manager

MICHAEL HESS, DEPUTY FIRE CHIEF

Telephone Number

413 787 6409

Email Address

MHESS@SPRINGFIELD CITYHALL.COM

Total Grant Program funds requested:

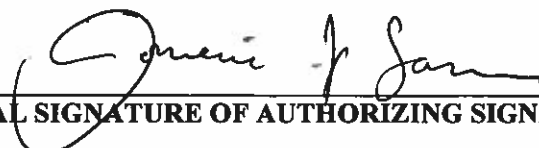
\$ 1,117,816.00

Authorization and Certification

Through its submission of this application to the State 911 Department, the applying governmental entity and the authorized signatory of the applying governmental entity affirms and declares that all information submitted to the State 911 Department regarding the application, reimbursements, budget modifications, reporting, and any and all other submissions required throughout the duration of the grant process, its award and execution shall be true and verifiable through source documentation. The above noted documents, excluding this application, will no longer require a signature at the time of submission. Submission of this application by the applying governmental entity and authorized signatory shall be applicable to any and all transactions submitted under a contract awarded as the result of this application.

Sign below to acknowledge having read and agreed to the Authorization and Certification above and the grant conditions and reporting requirements listed in the grant guidelines.

Signed under the penalties of perjury this 9th day of May, 2024.


ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

Attachment: FY25 S&I - SPRINGFIELD (8136 : State 911 Support & Incentive Grant - No Match - \$1,117,816.00)

FY 2025 SUPPORT AND INCENTIVE GRANT

BUDGET SUMMARY

Primary PSAP, Regional PSAP, Regional Secondary PSAP, & RECCs	
CATEGORY	AMOUNT
A. Enhanced 911 Telecommunicator Personnel Costs	\$ 992,816.00
B. Heat, Ventilation, Air Conditioning, and Other Environmental Control Equipment	\$
C. Computer-Aided Dispatch Systems	\$
D. Radio Console	\$
E. Console Furniture and Dispatcher Chairs	\$
F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service	\$
G. Other Equipment	\$
REGIONAL PSAPs and RECCs ONLY	
H. Public Safety Radio Systems	\$
REGIONAL SECONDARY PSAP ONLY	
I. PSAP Customer Premises Equipment Maintenance	\$
SUB-TOTAL/FY25 ALLOCATION	\$ 992,816.00

APPENDIX B: Mobile Behavioral Health Crisis Response Services REVIEW FOR ELIGIBILITY & ENTER AMOUNT HERE	\$ 125,000.00
--	---------------

REGIONAL PSAPs and RECCs ONLY	
APPENDIX C: Up to 60% of one (1) Annual Maintenance Contract (not to exceed \$314,000)	\$

GRAND TOTAL*	\$ 1,117,816.00
---------------------	------------------------

*Grand Total = Total allocation and, if requesting, Mobile Behavioral Health Crisis Response Services and Annual Maintenance Contract amounts

Attachment: FY25 S&I - SPRINGFIELD (8136 : State 911 Support & Incentive Grant - No Match - \$1,117,816.00)

FY 2025 SUPPORT AND INCENTIVE GRANT

DETAIL NARRATIVE

Please make sure that every item listed in the above Budget Summary is listed in below narrative with a detailed description including category of item, price per unit, quantity, brand, model, and any other pertinent and available information. Please include any and all quotes to support the budget narrative. For personnel costs, please complete the Appendix A – Personnel Costs Form. Please use additional pages if needed.

A. Enhanced 911 Telecommunicator Personnel Costs – to defray the costs of salary for enhanced 911 telecommunicator personnel, including enhanced 911 telecommunicators who are emergency communications dispatchers or supervisors. In order to be eligible for such funding, a grantee shall show that the personnel costs to be reimbursed: (1) cover only personnel who are trained and certified as an enhanced 911 telecommunicator in accordance with the requirements of the State 911 Department, or are in the process of obtaining such certification, in accordance with the requirements of the State 911 Department; and (2) except as otherwise approved by the State 911 Department, are solely for hours in which such personnel are working in the capacity of an enhanced 911 telecommunicator as their primary job function; and (3) except as otherwise approved by the State 911 Department, are solely for hours in which such personnel are conducting quality control/quality assurance of 911 calls. Reimbursement may be allowed for straight time costs for on the job training for new telecommunicators who are in the process of obtaining certification as an enhanced 911 telecommunicator, in accordance with the requirements of the State 911 Department. Reimbursement for personnel costs related to training may be allowed only for training courses that have been approved by the State 911 Department under the Fiscal Year 2025 State 911 Department Training Grant, or with the prior written approval of the State 911 Department. Reimbursement for personnel costs for individuals who have other primary job duties not directly related to enhanced 911 service, such as firefighters or police officers who may occasionally be assigned PSAP enhanced 911 telecommunicator duty, may be allowed only for the documented hours in which the employee is acting primarily in the capacity of an enhanced 911 telecommunicator. For example, if a police officer or firefighter is assigned to work as an enhanced 911 telecommunicator 1 day a week, funding from these grants may only be used to cover the portion of such firefighter or police officer's salary for the 1 day a week that he or she is assigned to enhanced 911 telecommunicator duty. Funding awarded through these grants shall be assigned to specific identified personnel, and the funding shall be applied to the personnel costs associated with such specific identified personnel.

All wage reimbursements authorized under this Program shall be allocated by the grantee in adherence with applicable collective bargaining agreements. However, the State 911 Department is not bound by or required to adhere to grantee collective bargaining agreements when determining allocations or reimbursements.

☒ Attach Appendix A – Personnel Costs Form

Total Category A

\$

992,816.00

B. Heat, Ventilation, Air Conditioning and Other Environmental Control Equipment – to defray costs associated with the acquisition and maintenance of heat, ventilation and air-conditioning equipment and other environmental control equipment. Such funds may only be used to purchase, install, replace, maintain, operate, and/or upgrade such equipment used in the physical space used for the provision of enhanced 911 service.

B. Heat, Ventilation, Air Conditioning and Other Environmental Control Equipment

Description:

Vendor:

☐ Attach Quote and mark with letter B

Total Category B

\$

FY 2025 SUPPORT AND INCENTIVE GRANT

Appendix B: Mobile Behavioral Health Crisis Response Services

In addition to the allocation amount noted in the Appendix A of the grant guidelines, Primary PSAPs, Regional Secondary PSAPs, Regional PSAPs, and Regional Emergency Communications Centers that **dispatch** mobile behavioral health crisis response services shall receive additional Support Grant funding to be **used for allowable expenses under this grant program** as follows:

2023 911 Call Volume	Funding Amount
0 - 2,999	\$15,000
3,000 – 3,999	\$20,000
4,000 – 4,999	\$25,000
5,000 – 9,999	\$35,000
10,000 – 19,999	\$45,000
20,000 – 39,999	\$60,000
40,000 – 59,999	\$80,000
60,000 – 99,999	\$100,000
100,000 or more	\$125,000

The calendar year 2023 call volume is available on our website at www.mass.gov/e911.

The following information is **required**:

1. Grantee's requesting this additional funding **must** include a copy of its PSAP's/RECC's **policy/procedure** detailing the dispatching of mobile behavioral health crisis response services that clearly explains how the certified telecommunicator dispatches the Behavioral Health Clinician.

Please note the PSAP's/RECC's policy/procedure is a requirement for all requesting this funding. {NOT THE POLICE DEPARTMENT'S POLICY ON MENTAL HEALTH}

2. Who are you partnered with for the provision of providing the mobile behavioral health crisis response services?
BEHAVIORAL HEALTH NETWORK (BHN)
3. In the section below, enter the amount(s) in the funding category(ies) [A – G] where the additional mobile behavioral health crisis response service funds are to be added. **Please note this appendix, and the Budget Summary page are where you identify the additional funding, DO NOT add these funds to the funding category(ies) in the budget narrative.**

Funding Category	Amount
A: Personnel Costs	\$ 125,000.00
B: Heat, Ventilation, Air Conditioning	\$
C: Computer-aided Dispatch Systems	\$
D: Radio Consoles	\$
E: Console Furniture & Dispatch Chairs	\$
F: Fire Alarm Receiving & Alerting	\$
G: Other Equipment	\$
TOTAL	\$ 125,000.00

If requesting funds in Category B – G, you must provide the vendor quote(s) AND the detailed description including quantity and the use and location of the requested item(s) below. Please use additional page(s) if needed.

Description:

Attachment: FY25 S&I - SPRINGFIELD (8136 : State 911 Support & Incentive Grant - No Match - \$1,117,816.00)



SPRINGFIELD FIRE DEPARTMENT
OFFICE OF EMERGENCY COMMUNICATIONS
 1535 Roosevelt Avenue, Springfield, MA 01109
 Telephone (413) 787-6400



POLICIES AND PROCEDURES

Subject: Behavioral Health Clinician Co-Response Related Policy: SPD Jail/Arrest Diversion program	Number: 301.14 Date: 03/24/2023 Supersedes: Approved:
Page 1 of 1	

PREAMBLE:

The City of Springfield has subcontracted clinical co-response staff and a clinical supervisor to co-respond with Springfield Police to behavioral health emergencies. Co-response is an integrated and extended approach of Springfield's response to crisis calls and follow-ups. As appropriate, the clinicians will provide clinical service and support personnel to accompany Springfield Police in response to people in crisis or post-crisis situations, and provide initial triage assessments for persons in crisis during deployments.

PURPOSE:

To establish a policy on the dispatch of the mental health clinicians as co-responders to behavioral health (PSYC) Calls for Service.

PROCEDURES:

Co-Response clinicians have Springfield Police Department issued radios, and shall sign on with Springfield Emergency Communications (SEC) at the beginning of their shift using their designated call signs (BH-1, BH-2, BH-3 etc.).

When officers are dispatched to calls that involve a behavioral health emergency, SEC shall dispatch both police officers and a co-response clinician.

Co-response clinicians monitor radio traffic, and calls for service. Upon hearing a call that may require a co-response clinician, the clinician will also proceed to the call location in a separate vehicle and await instructions. During this time any useful information developed regarding the incident shall be provided to the responding clinician by SEC. Officers will secure the scene, and remain on scene until it is determined there is no longer a threat.

QUINCY POLICE DEPARTMENT	YES	NO
RANDOLPH POLICE DEPARTMENT	YES	YES
RAYNHAM POLICE DEPARTMENT	YES	YES
READING POLICE DEPARTMENT	YES	YES
REGIONAL OLD COLONY COMMUNICATIONS CENTER	PRELIM	PRELIM
REHOBOTH POLICE DEPARTMENT	YES	YES
ROCKPORT POLICE DEPARTMENT	YES	YES
ROWLEY POLICE DEPARTMENT	YES	YES
RUTLAND REGIONAL EMERGENCY COMMUNICATION CENTER	PRELIM	PRELIM
SALEM POLICE DEPARTMENT	YES	YES
SALISBURY POLICE DEPARTMENT	YES	YES
SANDWICH POLICE DEPARTMENT	YES	YES
SAUGUS POLICE DEPARTMENT	YES	YES
SCITUATE POLICE DEPARTMENT	YES	YES
SEEKONK POLICE DEPARTMENT	NO	YES
SHARON POLICE DEPARTMENT	YES	YES
SHELBURNE FALLS STATE POLICE	PRELIM	PRELIM
SHREWSBURY POLICE DEPARTMENT	YES	YES
SOMERSET POLICE DEPARTMENT	YES	NO
SOMERVILLE POLICE DEPARTMENT	YES	YES
SOUTH HADLEY POLICE DEPARTMENT	YES	YES
SOUTH SHORE REGIONAL EMERGENCY COMMUNICATIONS CENTER	PRELIM	PRELIM
SOUTH WORCESTER COUNTY COMMUNICATIONS CENTER	PRELIM	PRELIM
SOUTHBOROUGH POLICE DEPARTMENT	YES	YES
SOUTHBURGH POLICE DEPARTMENT	YES	YES
SOUTHEASTERN MASSACHUSETTS REGIONAL EMERGENCY COMMUNICATIONS CENTER	PRELIM	PRELIM
SPENCER POLICE DEPARTMENT	YES	YES
SPRINGFIELD POLICE DEPARTMENT	YES	YES
STERLING COMMUNICATIONS	YES	NO
STONEHAM POLICE DEPARTMENT	NO	PRELIM
STOW POLICE DEPARTMENT	YES	YES
STURBRIDGE POLICE DEPARTMENT	YES	YES
SUDBURY POLICE DEPARTMENT	YES	NO
SUTTON POLICE DEPARTMENT	NO	NO
SWANSEA POLICE DEPARTMENT	YES	YES
TAUNTON FIRE DEPARTMENT	YES	YES
TEMPLETON POLICE DEPARTMENT	PRELIM	PRELIM
TRURO POLICE DEPARTMENT	YES	YES
TYNGSBOROUGH POLICE DEPARTMENT	YES	YES
UPTON POLICE DEPARTMENT	PRELIM	PRELIM
UXBRIDGE POLICE DEPARTMENT	YES	YES
WACHUSETT REGIONAL EMERGENCY COMMUNICATIONS CENTER	PRELIM	PRELIM
WAKEFIELD POLICE DEPARTMENT	YES	YES
WALPOLE POLICE DEPARTMENT	YES	NO
WALTHAM COMMUNICATIONS	YES	YES
WAREHAM POLICE DEPARTMENT	YES	YES
WATERTOWN POLICE DEPARTMENT	YES	YES
WAYLAND POLICE DEPARTMENT	YES	YES
WELLESLEY POLICE DEPARTMENT	YES	YES
WEST BRIDGEWATER POLICE DEPARTMENT	YES	YES
WEST NEWBURY POLICE DEPARTMENT	YES	YES
WEST SPRINGFIELD POLICE DEPARTMENT	YES	YES
WESTBOROUGH PUBLIC SAFETY DISPATCH CENTER	YES	YES
WESTCOMM REGIONAL EMERGENCY COMMUNICATIONS CENTER	PRELIM	PRELIM
WESTFIELD POLICE DEPARTMENT	PRELIM	PRELIM
WESTFORD POLICE DEPARTMENT	YES	YES
WESTMINSTER POLICE DEPARTMENT	YES	YES
WESTON POLICE DEPARTMENT	YES	NO
WESTPORT POLICE DEPARTMENT	YES	YES
WESTWOOD POLICE DEPARTMENT	YES	NO
WEYMOUTH POLICE DEPARTMENT	YES	NO
WILBRAHAM REGIONAL EMERGENCY COMMUNICATIONS CENTER	PRELIM	PRELIM
WILLIAMSTOWN POLICE DEPARTMENT	YES	YES
WILMINGTON POLICE DEPARTMENT	YES	YES
WINCHENDON POLICE DEPARTMENT	PRELIM	PRELIM
WINCHESTER POLICE DEPARTMENT	YES	YES
WOBURN POLICE DEPARTMENT	YES	NO
WORCESTER REGIONAL EMERGENCY COMMUNICATIONS CENTER	PRELIM	PRELIM
YARMOUTH POLICE DEPARTMENT	YES	YES

For address updates: PRELIM status indicates that MassGIS has not received an update from at least one of the municipalities in a regional PSAP/RECC within the last year. We encourage regional PSAPs/RECCs to reach out to MassGIS at Notify911Address@mass.gov.

Attachment: FY25 S&I - SPRINGFIELD (8136 : State 911 Support & Incentive Grant - No Match - \$1,117,816.00)



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) VC 6000192140
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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
Michael Hess		Deputy Fire Chief	413-787-6409	mhess@springfieldcityhall.com
Joanne Raleigh		Deputy Comptroller	413-787-6152	jraleigh@springfieldcityhall.com
Thomas D. Moore		Associate City Solicitor	413-348-0045	tmoore@springfieldcityhall.com
Domenic J. Sarno		Mayor	413-787-6100	tashe@springfieldcityhall.com

L. Hackett

AB Hackett Sup CAP-0

lhackett@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 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 05/09/24
Print Name Robert P. Shewchuk	Phone Number 413-787-6511
Title Associate Solicitor	Email Address rshewchuk@springfieldcityhall.com

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



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY FORM

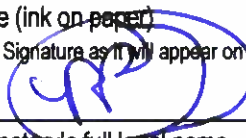
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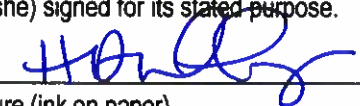
Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

Contractor Legal Name CITY OF SPRINGFIELD	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC 6000192140
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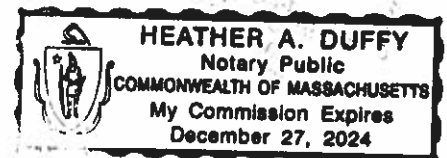
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Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary) 	
Print Signatory's full legal name ROBERT P. SHEWCHUK	Title ASSOCIATE SOLICITOR

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name Heather A. Duffy	Notary Signature (ink on paper) 
Date 5/9/2024	My commission expires on Dec. 27, 2024

AFFIX NOTARY SEAL/STAMP



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

FY 2025 SUPPORT AND INCENTIVE GRANT


**Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY FORM**

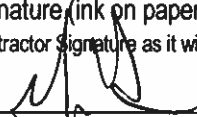
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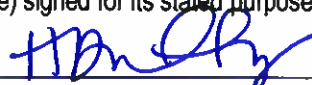
**Notarized Signature for Individual, Sole-Proprietor or Single Member LLC
(must match Form W-9 tax classification)**

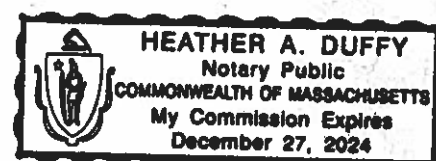
Contractor Legal Name CITY OF SPRINGFIELD	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC6000192140
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Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary) 	
Print Signatory's full legal name Michael Hess	Title Deputy Fire Chief

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose. Heather A. Duffy 	
Print Notary Name 5/1/2024	Notary Signature (ink on paper) Dec. 27, 2024
Date	My commission expires on

AFFIX NOTARY SEAL/STAMP


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FY 2025 SUPPORT AND INCENTIVE GRANT



Commonwealth of Massachusetts

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Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

Contractor Legal Name CITY OF SPRINGFIELD	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC6000192140
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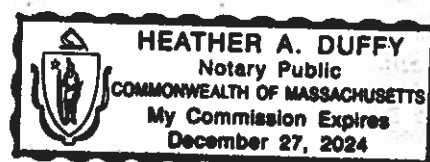
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Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary) <i>[Handwritten Signature]</i>		<i>5.2.24</i>
Print Signatory's full legal name Joanne Ralieg	Title Deputy Comptroller	

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name <i>Heather A. Duffy</i>	Notary Signature (ink on paper) <i>[Handwritten Signature]</i>
Date <i>5/2/2024</i>	My commission expires on <i>Dec. 27, 2024</i>

AFFIX NOTARY SEAL/STAMP



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FY 2025 SUPPORT AND INCENTIVE GRANT



Commonwealth of Massachusetts

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Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

Contractor Legal Name CITY OF SPRINGFIELD	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC6000192140
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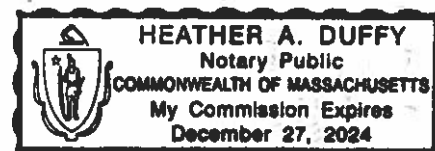
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Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary)	
Print Signatory's full legal name Thomas D. Moore	Title Associate City Solicitor

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name Heather A. Duffy	Notary Signature (ink on paper)
Date 5/3/2024	My commission expires on Dec. 27, 2024

AFFIX NOTARY SEAL/STAMP



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FY 2025 SUPPORT AND INCENTIVE GRANT



Commonwealth of Massachusetts

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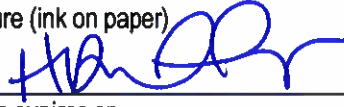
Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

Contractor Legal Name CITY OF SPRINGFIELD	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC6000192140
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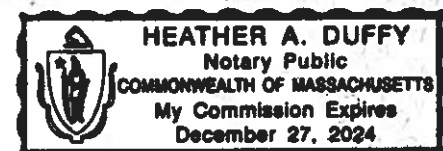
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Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary) 	
Print Signatory's full legal name Domenic J. Sarno	Title Mayor

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name Heather A. Duffy	Notary Signature (ink on paper) 
Date 5/9/2024	My commission expires on Dec. 27, 2024

AFFIX NOTARY SEAL/STAMP



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



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY FORM

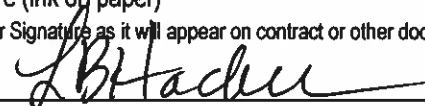
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Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

Contractor Legal Name CITY OF SPRINGFIELD	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC 6000192140
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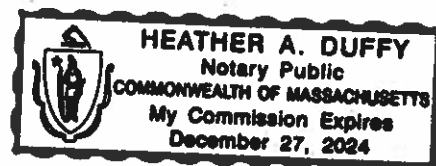
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Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary) 	
Print Signatory's full legal name LINDSAY HACKETT	Title DEPUTY CAFO

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose. 	
Print Notary Name Heather A. Duffy	Notary Signature (ink on paper) 
Date 5/7/2024	My commission expires on Dec 27, 2024

AFFIX NOTARY SEAL/STAMP



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



City Council

SCHEDULED

Meeting: 07/08/24 07:00 PM
Initiator: Trevor Crawford
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8116

11

Order Accepting Mass Gaming Commission Grant Contract Amendment For \$1,210,383.40 to Reimburse Police Department FY25 Costs of Participation in the Gaming Enforcement Unit at MGM Springfield - No Match Required (Mayor Sarno)

WHEREAS, the Springfield Police Department ("SPD") has assigned six (6) Police Officers and one (1) Lieutenant to the Mass. State Police Gaming Enforcement Unit ("GEU") at MGM Springfield, pursuant to a Memorandum of Understanding with the Mass. State Police effective in May, 2018; and

WHEREAS, the Mass Gaming Commission ("MGC") has amended its grant contract with the City to provide for up to \$1,210,383.40 to reimburse the SPD's costs of assigning its personnel to the GEU for FY24 (July 1, 2024 through June 30, 2025), including salaries, education incentives, overtime, benefits, and uniform costs, as described in the attachment labeled as "Scope of Services"; and

WHEREAS, the Department intends to use the grant funds from the MGC as reimbursement for such costs;

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, pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council, with the approval of the Mayor, hereby authorizes the expenditure of \$1,210,383.40 in grant funding from the Mass Gaming Commission, to reimburse the SPD for its FY25 costs of assigning personnel to the Gaming Enforcement Unit, 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.

**Mass Gaming Commission Grant Contract Amendment
for FY25 Police Department GEU Costs - \$1,210,383.40**



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

07/08/2024

Department Requesting Grant Setup

Police Department and Budget

Department Phone # (Please include extension)

413-787-6831

Name and Title of Person to Contact in Case of Questions

Kyla Raimer; Budget Analyst

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number:

Yes, GEU24 (Please Update to GEU25)

If this is a new Grant, have you filled out the "Approval to apply for a grant" Form?

(Y/N) 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:

Gaming Enforcement Unit Members' FY25 Cost Reimbursements Amendment

Total Grant Amount Awarded: **\$1,210,383.40**

Attachment: Police- Request for Grant Set-UP GEU FY25 (8116 : FY25 GEU Grant - No Match Required - \$1,210,383.40)

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	Massachusetts Gaming Commission
Contact Person	Derek Lennon
Street Address	101 Federal Street 12th Floor
City, State, Zip Code	Boston, MA 02110
Telephone	617-979-8400
Fax	617-725-0258
E-Mail	<u>derek.lennon@state.ma.us</u>

Actual Award Date

Board Approval Date

Start Date **07/01/2024**

Expiration Date **06/30/2025**

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Reimbursement for costs associated with the Springfield Police Department's Gaming Enforcement Unit (GEU) in FY25

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) **Standard 45 Day Cycle**

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

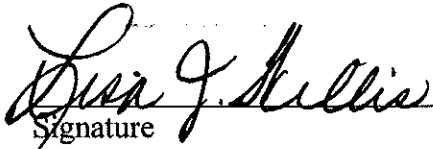
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes: **501000 - \$632,957.14**
 501199 - \$68,567.31
 506000 - \$349,448.00
 558200 - \$7,000.00
 517010 - \$152,410.95

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

6/10/2024
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.

Attachment: Police- Request for Grant Set-UP GEU FY25 (8116 : FY25 GEU Grant - No Match Required - \$1,210,383.40)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



11.a

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: City of Springfield Police Dept. (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Massachusetts Gaming Commission MMARS Department Code: MGC	
Legal Address: (W-9, W-4): 130 Pearl St. Springfield, MA 01105		Business Mailing Address: 101 Federal St. 12 th Floor Boston, MA 02110	
Contract Manager: Sean Pham	Phone: 413-784-4883	Billing Address (if different):	
E-Mail: spham@springfieldcityhall.com	Fax: 413-787-6800	Contract Manager: Derek Lennon	Phone: 617-979-8400
Contractor Vendor Code: VC6000192140		E-Mail: derek.lennon@massgaming.gov	Fax: 617-725-0258
Vendor Code Address ID (e.g. "AD001"): AD 002 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 2018SPRINGFIELDIGEU01	
		RFR/Procurement or Other ID Number: Springfield MOU	
___ 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)		<u>X</u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>June 30, 2024</u>. Enter Amendment Amount: \$ <u>1,210,383.40</u> (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). \$ <u>7,691,041.73</u>.			
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.) Amendment to extend contract to June 30, 2025 and increase Maximum Obligation for Springfield GEU Reimbursements based on attached MOU. The FY24 budget is \$1,210,383.40 and is attached.			
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, 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, 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: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Derek Lennon</u> Print Title: <u>Chief Financial and Accounting Officer</u>	

Attachment: Police- Request for Grant Set-UP GEU FY25 (8116 : FY25 GEU Grant - No Match Required - \$1,210,383.40)

Scope of Services

See attached MOU

Gaming Enforcement Unit FY25 Budget

Position	Lieutenant	Officer	Total
# of Approved Positions	1	6	7
Annual Salary	\$ 118,546.20	\$ 491,097.60	\$ 609,643.80
Education Incentive	\$ 29,636.55	\$ 38,930.76	\$ 68,567.31
Benefits Percentage	25%	25%	25%
Benefits Cost	\$ 29,636.55	\$ 122,774.40	\$ 152,410.95
Annual Uniform Costs	\$ 1,000.00	\$ 6,000.00	\$ 7,000.00
Overtime			\$ 349,448.00
Court			\$ 6,000.00
Holidays			\$ 14,614.00
Administration			\$ 2,699.34
Total Annual Cost	\$ 178,819.30	\$ 658,802.76	
Grand Total			\$ 1,210,383.40

Clark, Sean R.	Officer
Cotto, Christopher M.	Officer
Matthews, Denise R.	Officer
Negron, Ruben	Officer
PIEMONTE, JOSEPH T.	Lieutenant
Thomas, Ryan P.	Officer
Truex, Matthew E.	Officer



City Council

SCHEDULED

Meeting: 07/08/24 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8122

12

FY25 Council on Aging Grant - No Match Required \$427,854.00 (Mayor Sarno)

WHEREAS, the Elder Affairs Department ("Department") has been awarded a FY25 Council on Aging Grant of \$427,854.00 from the Executive Office of Elder Affairs from the period of July 1, 2024 to June 30, 2025; and

WHEREAS, the Department intends to use the grant funds to support its Council on Aging activities at senior centers; 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 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:

FY25 Council on Aging Grant - No Match Required \$427,854.00



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 6/27/2024

Department Requesting Grant Setup DEA

Department Phone # (Please include extension) 886-5223/5223

Name and Title of Person to Contact in Case of Questions Carol K. Gasque

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

If yes, please indicate your previous project number: 82424

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

Grant Name: COA GRANT

Total Grant Amount Awarded FY25: 427,854.00

Is this a Reimbursable Grant? (Y/N) NO

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: **Executive Office of Elder Affairs**

Street Address : **1 Ashburton Pl**

City, State, **Boston, MA**

Telephone: 617-727-7750

Fax:

E-Mail:

Actual Award Date: **7/1/2024**

Board Approval Date

Start Date 7/01/2024

Expiration Date 6/30/2025

Renewal Action Date (optional)

If there are any Matching Funds: Type
Percent

Is there any Leverage?

Source

Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant
Per attachment to contract -Scope of Services

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.

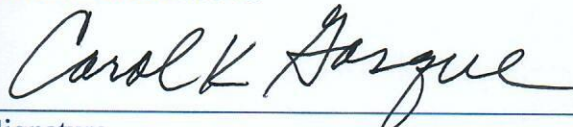
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 28245404

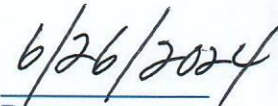
Wages/Salaries -501000	330,136.38
Fringe/Payroll taxes	37,021.62
Repairs and maintenance – 524020	7,500.00
Repairs and maintenance – 527030	8,760.00
Office Supplies – 542010	7,500.00
Postage- 534100	1,250.00
Dues/Licenses-MCOA – 531040	4,500.00
Other Program /Supplies -551700	7,500.00
Training/Staff -531020	3,000.00
Travel -571100	2,000.00
Indirect Cost -578700	<u>18,686.00</u>

\$427,854.00

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.



**The Commonwealth of Massachusetts
Executive Office of Elder Affairs
One Ashburton Place, 5th Floor
Boston, Massachusetts 02108**

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary, Executive Office of Health
and Human Services

ELIZABETH C. CHEN, PhD, MBA, MPH
Secretary

Tel: (617) 727-7750
Fax: (617) 727-9368
TTY/TTD: 1-800-872-0166
www.mass.gov/elders

To: Councils on Aging in the Commonwealth of Massachusetts

From: Rachel Goldstein, Chief Financial Officer, EOE
Carole Malone, Assistant Secretary, EOE

Date: February 22, 2022

RE: Important Changes in FY22 COA Formula Grant Contract Process

The Executive Office of Elder Affairs (EOEA) issued the Fiscal Year 2022 formula grant funding to all Massachusetts Councils on Aging on February 15, 2022. This memorandum is intended to provide information on important administrative changes to this process. We encourage you to read this carefully and reach out with any questions or items of clarification.

The administrative changes that have been implemented this year are beneficial to both EOE and the Councils on Aging. They will help EOE to distribute the money faster and make the contract execution process much easier for Councils on Aging. **These changes are solely administrative in nature and have no impact on the amount each Council on Aging receives; that funding amount has been, and will continue to be, established in the state's annual budget.**

We are pleased to have finalized this important step to simplify the process for Councils on Aging to access this important funding.

FORMULA GRANT ALLOCATIONS

- As always, EOE follows the requirements established in each year's state budget to calculate the Council on Aging formula grant awards. In Fiscal Year 2022, this is calculated as \$12 per older adult with a minimum contract amount of \$6,000.00. EOE has published the Fiscal Year 2022 funding amounts for each Council on Aging in the Formula Grant Award Spreadsheet (located at <https://coaadmin.800ageinfo.com/>).

Attachment: FY25 COA Grant (8122 : FY25 Council on Aging Grant - No Match Required \$427,854.00)

*FY 2022-2032 **

- **Note:** The funding allocation is the same in Fiscal Year 2022 as it was in Fiscal Year 2021. Every Council on Aging is getting exactly the same amount of money as last year.

ADMINISTRATIVE CONTRACT CHANGES

- EOEa divided the group of 350 contracts into four (4) separate PDF files, organized alphabetically based on the name of the city or town (letters A-D, E-L, M-R, and S-Z). Councils on Aging should follow the instructions on the website to locate and return their signed contract.

When completed, please submit your **signed and hand-dated** contract to:

Executive Office of Elder Affairs
1 Ashburton Place, Rm 517
Boston, MA 02108
ATTN: FY22 Formula Grant Contract

- Starting with Fiscal Year 2022, EOEa established the formula grant contracts as rate contracts. A rate contract distributes funding according to a standard payment rate (i.e. \$12/older adult, with a \$6,000 minimum contract amount). Here is some important background about how rate contracts work:
 - Rate contracts cite the source where the payment rate is established (in this case, the state budget), rather than listing an annual contract dollar amount for each vendor. **This is why there is no total dollar amount on the Fiscal Year 2022 Standard Contract Form. Do not write in the amount on the contract.**
 - Rate contracts can be established for multiple years. Since the COA Formula Grant is a longstanding line item in the budget, EOEa established this contract for a 10-year period. **This is why the contract end date on the contract is listed as June 30, 2032. Do not edit this section of the contract.**
- These changes are going to simplify the process for future fiscal years. Starting next year, Councils on Aging can expect the following process:
 - EOEa will post a memorandum on our website announcing the Council on Aging Formula Grant awards. An email will go out to the COA contact person of record to let you know the announcement is posted, which initiates the award process. Award amounts will be calculated using the payment rate established in that year's state budget, and will serve as the official notification of how much each Council on Aging will receive.
 - From Fiscal Year 2023 until Fiscal Year 2032, COAs will not need to sign a Standard Contract form each year to receive the funding. EOEa will simply make a payment to each Council on Aging for the appropriate award amount.
 - While Councils on Aging will not need to submit a Standard Contract Form, it is **important that each city and town continues to utilize the funding consistent with the purpose of the line item in the budget and follow all relevant finance requirements. It is also important for Councils on Aging to maintain their official contact, location, and**

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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.mass.gov/info/details/contracts>. Forms are also posted at OSD Forms: <https://www.mass.gov/info/details/contracts>.

CONTRACTOR LEGAL NAME: CITY OF SPRINGFIELD (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4): 36 COURT ST, SPRINGFIELD, MA 01103-1699		Business Mailing Address: 1 Ashburton Pl, Boston MA 02108	
Contract Manager: SANDRA FEDERICO	Phone: 413-787-8785	Billing Address (if different):	
E-Mail: Sfederico@springfieldcityhall.com	Fax:	Contract Manager: Stacey Anne O'Connell	
Contract Vendor Code: VC6000192140		E-Mail: Stacey.OConnell@mass.gov	Phone: 617-222-7419
Vendor Code Address ID (e.g. "AD001"): AD 001. (Note: The Address ID must be set up for EFT payments.)		Fax: 617-727-9368	
		MMARS Doc ID(e): 02082200000000000000	
		RFR/Procurement or Other ID Number: MGL c. 40 s. 8B	
<u>X</u> 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 - <u>815 CMR 2.00</u>) (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)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior to Amendment:</u> <u>20</u> Enter Amendment Amount: \$ <u> </u> , (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): <u> </u> <u>Commonwealth Terms and Conditions</u> <u>X</u> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <u>Commonwealth IT Terms and Conditions</u>			
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 <u>815 CMR 9.00</u> . ☒ 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). \$ <u> </u>			
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 <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (<u>M.G.L. c. 29, § 23A</u>); <u> </u> 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: This 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of \$12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 8/30/22. MA #4.			
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 no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of <u>20</u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☒ 3. were incurred as of <u>July 1, 2021</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, 2032</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 case 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 <u>801 CMR 21.07</u> , 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: <u>[Signature]</u> Date: <u>2/18/22</u> (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: <u>[Signature]</u> Date: <u>3/9/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Norma Beitman</u> Print Title: <u>Director of Contracts and Accounting</u>	



City Council

SCHEDULED

13

Meeting: 07/08/24 07:00 PM
Initiator: Trevor Crawford
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8118

Department of Mental Health Jail/Arrest Diversion Program - No Match Required - \$369,000 (Mayor Sarno)

WHEREAS, the Springfield Police Department ("Department") has been awarded a Jail/Arrest Diversion Program Co-Response Grant of \$369,000 from the Massachusetts Department of Mental Health (DMH); and

WHEREAS, the purpose of the grant is to continue implementation of the police/clinician co-response during Fiscal Year 2025; and

WHEREAS, the Department intends to use the grant funds to provide clinical co-response staff and a clinical supervisor through a Memorandum of Understanding with the Behavioral Health Network, Inc.; 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 grant; 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 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:

**Department of Mental Health Jail/Arrest Diversion Program - No Match
Required - \$369,000**



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

6/25/2024

Department Requesting Grant Setup

Office of Finance and Budget

Department Phone # (Please include extension)

413-787-6831

Name and Title of Person to Contact in Case of Questions

Kyla Raimer, Budget Analyst

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number:

Yes, JDP24 (Please use "JDP25")

If this is a new Grant, have you filled out the "Approval to apply for a grant" Form?

(Y/N) 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:

Jail/Arrest Diversion Program

Total Grant Amount Awarded: **\$369,000**

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.

Yes

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

Entity Name	Department of Mental Health
Contact Person	Mich Rygiel
Street Address	25 Staniford Street
City, State, Zip Code	Boston, MA 02114
Telephone	617-626-8018
Fax	617-626-8014
E-Mail	Michleen.rygiel@state.ma.us

Actual Award Date **07/01/2024**

Board Approval Date

Start Date **TBD**

Expiration Date **06/30/2024**

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

To have a co responding clinician respond with Springfield Police to crisis calls as well as follow up calls.

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) **Standard 45 Day Cycle**

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

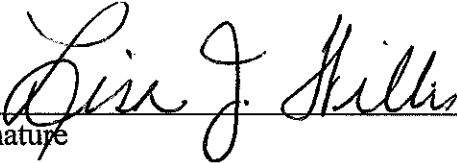
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes: 461000
530105 - #369,000.

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

6/27/24
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.

Department of Mental Health
Coronavirus State Fiscal Recovery Fund (FRF) Contract Addendum

(Assistance Listing Number 21.027)

Notice: The contract, agreement, statement of work, or purchase order ("Contract") between SPD ("Contractor") and the Department of Mental Health to which this addendum is attached or otherwise incorporated is funded, in whole or in part, using federal assistance provided to the Commonwealth of Massachusetts by the U.S. Department of the Treasury under Section 9901 of the American Rescue Plan Act of 2021 ("ARPA"), which established the Coronavirus State Fiscal Recovery Fund ("FRF").

In accordance with ARPA, the U.S. Department of the Treasury's regulations implementing the FRF (31 CFR Part 35), the Award Terms and Conditions, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, the following terms and conditions apply to the Contractor in connection with its performance of the Contract.

These terms and conditions are in addition to, and in no way limit or alter, the other terms, conditions, rights, and remedies set forth in or applicable to the Contract, including those set forth in the Commonwealth of Massachusetts Standard Contract Form and Commonwealth Terms and Conditions. In the event of any conflict among the requirements applicable to the Contract, the most stringent requirements will apply.

1. **Contracting with Small and Minority Businesses, Women's Business Enterprises, And Labor Surplus Area Firms (2 CFR § 200.321).** To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor agrees to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - f. Requiring the subcontractor take the affirmative steps listed in paragraph (a) through (e) above.
2. **Domestic Preferences for Procurements (2 CFR § 200.322).** As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all subawards including all contracts and purchase orders for work or products under this Contract. For purposes of this section:

- a. "produced in the United States" means, for iron and steel products, that all manufacturing processes from the initial melting stage through the application of coatings, occurred in the United States; and
- b. "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. Procurement of Recovered Materials (2 CFR § 200.323).

- a. To the extent applicable, the Contractor shall comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- b. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. Suspension and Debarment (Executive Orders 12549 and 12689).

- a. This Contract is funded through payments received by the Commonwealth of Massachusetts from the FRF. FRF funds are subject to 2 CFR Part 180 and U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19. The Contract is a covered transaction for purposes of such regulations.
- b. As such, the Contractor is required to verify, and by executing this Contract the Contractor hereby certifies, that neither it nor any of the Contractor's principals are excluded, disqualified, or otherwise ineligible (as such terms are defined at 31 CFR Part 19, Subpart I) for participation in a covered transaction. Such parties are ineligible if listed on the government-wide Excluded Parties List System in the System for Award Management (SAM) in accordance with 2 CFR Part 180 and U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19 that implement Executive Orders 12549 and 12689, "Debarment and Suspension."
- c. The Contractor must comply with 31 CFR Part 19, subpart C, and shall include a requirement to comply with these requirements in any lower tier covered transaction under it enters into.
- d. The Contractor shall have an ongoing duty during the term of this Contract to disclose to DMH on an ongoing basis any occurrence that would prevent the Contractor from making the certifications contained in this Section 4. Such disclosure shall be made in writing to DMH within five (5) business days of when the Contractor discovers or

reasonably believes there is a likelihood of such occurrence. This certification is a material representation of fact relied upon by DMH. If it is later determined that the Contractor did not comply with 31 CFR Part 19, subpart C, in addition to remedies available to DMH, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.

5. **Never Contract with the Enemy.** The Contractor must comply with 2 C.F.R. § 200.183, which implements Title VIII, Subtitle E of the FY 2015 NDAA (Pub. L. 113-291), as amended by Sec. 822 of the FY 2020 NDAA (Pub. L. 116-92), and prohibits recipients from providing funds to persons or entities actively opposing United States or coalition forces involved in contingency operations.
6. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216).**
 - a. Pursuant to 2 CFR §200.216, DMH is prohibited from using FRF funds to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
 - b. As described in Public Law 115-232, section 889, "Covered telecommunications equipment or services" is:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; and
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - c. The Contractor agrees that it shall not provide covered telecommunications equipment or services in the performance of this Contract.
 - d. A compilation of prohibited telecommunications and video surveillance equipment and services entities may be found in the System for Award Management (SAM) excluded parties list.

7. **Remedies for Contract Violation.** *[Required for contracts exceeding \$250,000]* Should the Contractor violate any of the terms of the Contract, DMH may pursue all available administrative, contractual, or legal remedies, as well as any applicable sanctions and penalties.
8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** *[Required for contracts exceeding \$100,000 that involve the employment of mechanics or laborers]* To the extent the Contract involves the employment of mechanics or laborers (as defined in 29 CFR Part 5 and including watchmen and guards) for any part of the contract work, the Contractor agrees to the following terms:
- Overtime requirements.** The Contractor shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and any such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
 - Withholding for unpaid wages and liquidated damages.** DMH shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
 - Records.** The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of DMH and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
 - Subcontracts.** The Contractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors

to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

9. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. [Required for contracts exceeding \$150,000]

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Contractor agrees to report each violation to DMH and understands and agrees that DMH will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include the above requirements in each subcontract exceeding \$150,000 financed in whole or in part with FRF funds.

10. Other Federal Environmental Laws and Regulations. The Contractor shall comply with all other applicable federal environmental laws and regulations.

11. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). [Required for contracts exceeding \$100,000]

The Contractor certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into or amended. The making of this certification is a prerequisite for entering into or amending this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 12. Non-Discrimination.** The Contractor shall comply with all applicable federal laws and regulations prohibiting discrimination including, without limitation, the following:
- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 13. Publications.** To the extent the Contractor is authorized or directed to produce publications pursuant to this Contract, any such publications produced with FRF funds must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the Commonwealth of Massachusetts by the U.S. Department of the Treasury."
- 14. Maintenance of and Access to Records.**
- a. The Contractor shall maintain records pertinent to the Contract in a manner consistent with 2 C.F.R. § 200.334.
 - b. The Contractor shall make available to DMH, the U. S. Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers, or other records, including electronic records, of the Contractor that are pertinent to the Contract, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
- 15. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

- 16. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.
- 17. Subcontractors.** To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor agrees to incorporate all relevant provisions of this addendum into its written agreement with the subcontractor.

**Department of Mental Health
Master Agreement- Jail/Arrest Diversion Program
Statement of Work (SOW)**

Procurement: **BD-18-1022-DMH08-82108-21306** Contract ID: **SCDMH822025088310000**

Contractor Name: **City of Springfield Police Department Lt. Brian Elliott, bellott@springfieldpolice.net**

DMH Sponsor Name: **Director of Jail and Arrest Diversion Initiatives: Joanne Barros**

Proposed Dates of Service (not to exceed current state fiscal year)

From: **1-Jul-24**

To: **30-Jun-25**

Cost Estimate

Proposed Hours: **N/A**

Hourly Rate: **N/A**

Total (not to exceed) Cost: **\$369,000**

Scope and Payment

Scope of Engagement

Co-Response Jail/Arrest Diversion Program:

The City of Springfield will use grant funds for a co-response jail/arrest diversion program. Grant funds will be used to have a co-responding clinician respond with Springfield police to crisis and follow-up calls. The City of Springfield will utilize clinical co-response staff (3 FTE) and a clinical supervisor (0.6 FTE). Co-response will be an integrated and extended approach of Springfield's response to crisis calls and follow-ups. The co-responder will ride with Springfield Police officers to behavioral health crisis calls when possible or otherwise safely parallel respond with police as described here: "During non-ride along calls, clinicians will respond to the call after dispatched officers have arrived at the scene. The safety of the Co-Response clinician is maintained by officers making the scene safe prior to the arrival of the clinician. When officers are dispatched to calls that require a co-response, the Springfield Emergency Communications Dispatch will dispatch officers and a clinician. Co-Response clinicians are provided department radios and monitor calls for service. Upon hearing a call that may require a Co-Response clinician, the clinician will also proceed to the call location in a separate vehicle and await instructions. During this time any useful information developed regarding the incident can be provided to the responding clinician by radio. Upon officers' arrival, they will secure the scene and notify the clinician that it is safe to enter the scene. Officers will remain on scene until it is determined there is no longer a threat." The co-responders will have an office and desk at the Springfield PD. Grant funds may also be used to pay for time spent to input data into the DMH statewide JDP database. Funds may be used for necessary equipment for the co-responder, including office equipment, cell phone, computer, office supplies, and outreach. The Springfield PD will participate in the hiring and approval of any of the clinical co-responders. The co-responders will attend mandatory training at the CR-TTAC when available. The co-responders will attend police-based trainings when appropriate and provide behavioral health trainings to police through roll call, etc. The grant will also fund the travel and attendance at co-response or CIT conferences for the co-responder and/or police as approved by the DMH grant manager, and other behavioral health trainings for Springfield police or co-responders as approved by the DMH grant manager. The City of Springfield may use funds to subcontract the supervision of the clinician to the provider through this grant. The grant may also support officer time at relevant community (external) or police-based (internal) meetings regarding co-response.

The grant provided under this SOW includes federal assistance provided to the Commonwealth of Massachusetts by the U.S. Department of the Treasury under Section 9901 of the American Rescue Plan Act of 2021 ("ARPA"), which established the Coronavirus State Fiscal Recovery Fund ("FRF") in the amount of \$369,000. The DMH Coronavirus State Fiscal Recovery Fund (FRF) Contract Addendum is attached and incorporated herein for FY25.

Deliverables and Payment

Grantee completes a Commonwealth Payment Voucher to Invoice DMH for payment.

Grantee provides documentation of actual expenses corresponding to line items represented in the Attachment D Budget Sheet.

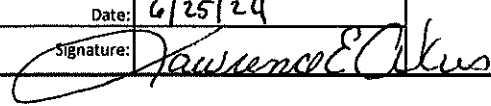
Grantee provides a copy of all training Certificates of Completion.

Grantee provides quarterly report data including:

1. Number of police officers in the Springfield Police Department.
2. Number of police officers (and other first responders/dispatch) trained, type of training, and total hours of training received via this SOW
3. Number of behavioral health-related calls per year by the Springfield Police Department, beginning at award.
4. Number of behavioral health-related calls per year with a trained officer responding, beginning at award.
5. Number of co-response calls vs. number of parallel response calls involving clinicians
6. Number of co-response clinician hours received
7. Number of behavioral health-related outreach contacts by the police, with or without a clinician
8. Number of Jail/Arrest or E.D. diversions made and actual destination or specific diversion made.
9. Number of internal and external stakeholder meetings hosted by and or attended by the Springfield PD, related to the Jail/Arrest Diversion Program

Invoices for reimbursement for actual expenditures may be submitted at any time within the dates of service of this SOW agreement. Monthly invoicing is preferred when costs are incurred. (Quarterly invoicing may be appropriate in some cases.) Expenses within a fiscal year will be reimbursed by funds authorized for that fiscal year only.

Final invoices must be submitted in adherence to the submission deadline established by the Commonwealth.

Contractor	
Authorized Signatory Name:	Lawrence E. Ayers
Date:	6/25/24
Signature:	

Department of Mental Health	
Authorized Signatory Name:	
Date:	
Signature:	



City Council

SCHEDULED

Meeting: 07/08/24 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8137

14

State 911 Training Grant - \$173,035.76 (Mayor Sarno)

WHEREAS, the Springfield Emergency Communications (Dispatch) Department ("Department") has been awarded an "FY25 State 911 Department Training Grant" of \$173,035.76 from the Executive Office of Public Safety and Security; and

WHEREAS, the grant is intended to reimburse for training-related costs associated with the 9-1-1 system; and

WHEREAS, the Department will use the grant funds for training and membership fees along with software and other relevant expenses related to training; and

WHEREAS, the Department 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:

State 911 Training Grant - \$173,035.76



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 06/07/2024

Department Requesting Grant Setup SEC (Emergency Communications)

Department Phone # (Please include extension) 413-787-6409

Name and Title of Person to Contact in Case of Questions Michael Hess

Was this Grant previously setup for a prior fiscal year? 24895

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) Y 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: FY25 State 911 Department Training Grant

Total Grant Amount Awarded: \$173,035.76

Attachment: FY25 Training Grant Set Up forms (8137 : State 911 Training Grant - No Match - \$173,035.76)

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	State 911 Department
Contact Person	Cindy Reynolds
Street Address	151 Campanelli Dr, Suite A
City, State, Zip Code	Middleborough, MA 02346
Telephone	508-821-7299
Fax	508-828-2585
E-Mail	911deptgrants@state.ma.us

Actual Award Date

Board Approval Date

Start Date

Expiration Date 06/30/2025

Renewal Action Date (optional) N/A

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Costs supporting function of the 911 service in the City

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) Monthly (**Recommended**)

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

Attachment: FY25 Training Grant Set Up forms (8137 : State 911 Training Grant - No Match - \$173,035.76)

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

Org Code: 28952500

Object Codes: 501000 (\$45,000)
 506000 (\$45,000)
 531020 (\$54,266.16)
 531040 (\$7,655)
 542300 (\$20,114.60)
 571100 (\$1,000)

Budget Roll-Up Codes: **ALL**

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.



The Commonwealth of Massachusetts
 EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
 151 Campanelli Drive, Suite A ~ Middleborough, MA 02346
 Tel: 508-828-2911 ~ TTY: 508-947-1455
www.mass.gov/e911



MAURA T. HEALEY
 Governor

TERRENCE M. REIDY
 Secretary

KIMBERLEY DRISCOLL
 Lieutenant Governor

FRANK POZNIAK
 Executive Director

June 5, 2024

Mayor Domenic J. Sarno
 City of Springfield
 36 Court Street
 Springfield, MA 01103

Dear Mayor Sarno:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2025 State 911 Department Training Grant Program**.

For your files, attached please find a copy of the executed contract and the final approved Personnel Cost Worksheet for your grant. Please note your contract start date is **July 1, 2024** and will run through June 30, 2025. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2025.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, add personnel, or to request approval for trainings, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2025.

Sincerely,

Frank P. Pozniak
 Executive Director

cc: FY2025 Training Grant File

Attachment: FY25 TG - SPRINGFIELD (8137 : State 911 Training Grant - No Match - \$173,035.76)

FY 2025 TRAINING GRANT

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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: City of Springfield (and d/b/a): Springfield Emergency Communications		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 36 Court St, Springfield MA 01103		Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
Contract Manager: Michael Hess	Phone: 413-787-6409	Billing Address (if different):	
E-Mail: mhess@springfieldcityhall.com	Fax: 413-750-2851	Contract Manager: Cindy Reynolds	Phone: 508-821-7299
Contractor Vendor Code: VC 6000192140		E-Mail: 911DeptGrants@mass.gov	Fax: 508-947-1452
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS GRNT	
RFR/Procurement or Other ID Number: FY25 GRNT			
<u>X</u> 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): <u>X</u> Commonwealth Terms and Conditions <u>Commonwealth Terms and Conditions For Human and Social Services</u> <u>Commonwealth IT Terms and Conditions</u>			
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). \$ <u>173,035.76</u>			
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: <u>X</u> 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.) Contract is for the reimbursement of funds under the State 911 Department FY 2025 Training Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
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. <u>X</u> 2. may be incurred as of <u>July 1, 2024</u> 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 _____, 20__, 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, 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: <u>[Signature]</u> Date: <u>5/3/24</u> (Signature and Date Must Be Captured at Time of Signature) Print Name: <u>Ameniz A. Sarno</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>6/5/24</u> (Signature and Date Must Be Captured at Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>	

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FY 2025 Training Grant Personnel Costs Worksheet

CERTIFIED PERSONNEL

All Cert
✓

PSAP Name: SPRINGFIELD EMERGENCY COMMUNICATIONS

{List Personnel in Alphabetical Order by Last Name}

LAST NAME	FIRST NAME	OT Rate	Con Ed.	Travel	Total Hrs	Total Salary	Enter the Vendor Fees for 32 Hours of Training
AKERS	JORDAN	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2
ANDERSON	JOSEPH	\$ 35.91	32	4	36	\$ 1,292.76	\$ 951.2
BOBIANSKI	BRADY	\$ 38.53	32	4	36	\$ 1,387.08	\$ 951.2
BRENNAN	DAVID	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2
BROWN	CHRISTINA	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2
CAULTON	TANICE	\$ 38.53	32	4	36	\$ 1,387.08	\$ 951.2
CORREA	SHAYNA	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2
COSTA	JOSEPH	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2
CRUZ	GENESIS	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2
DAVIS	JULIE	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2
DEFOREST	JOHN	\$ 40.60	32	4	36	\$ 1,461.60	\$ 951.2
DIRIENZO (NEE BAEZ)	ALLISON	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2
DOUGLAS	TAFARI	\$ 38.53	32	4	36	\$ 1,387.08	\$ 951.2
DUMAS	DEVIN	\$ 31.83	32	4	36	\$ 1,145.88	\$ 951.2
DYER	NATASHA	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2
FISH	DANIEL	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2
GARCIA	CHANEL	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2
JOFFE	BETH	\$ 38.53	32	4	36	\$ 1,387.08	\$ 951.2
KAERCHER	CHARLES	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2
KAZYAKA	JESSICA	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2
KYLES	TAMMY	\$ 38.53	32	4	36	\$ 1,387.08	\$ 951.2
LEE	REBECCA	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2
LOPEZ	NEVA	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2
MADISON-WILSON	JILLIAN	\$ 31.83	32	4	36	\$ 1,145.88	\$ 951.2
MANZI	MICHELLE	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2
MARTINEZ	ADRIANNA	\$ 38.53	32	4	36	\$ 1,387.08	\$ 951.2
MASON	MICHAEL	\$ 38.53	32	4	36	\$ 1,387.08	\$ 951.2
MASON	THOMAS	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2
MILANO	ROBIN	\$ 37.54	32	4	36	\$ 1,351.44	\$ 951.2
MILLER	CHRIS	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2
MYERS	TERESA	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2
NEWELL	HOPE	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2
Ocasio	REBECCA	\$ 47.70	32	4	36	\$ 1,717.20	\$ 951.2
ORBE	REYMUNDO	\$ 40.60	32	4	36	\$ 1,461.60	\$ 951.2
ORTA-RODRIGUEZ	STEPHANIE	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2
PENDLETON	MARIAH	\$ 34.18	32	4	36	\$ 1,230.48	\$ 951.2
PRESTON	LAURIE	\$ 40.60	32	4	36	\$ 1,461.60	\$ 951.2
REIN	JESSE	\$ 35.47	32	4	36	\$ 1,276.92	\$ 951.2

RECERTIFICATION FEES WITH NO TRAINING HOURS:

EX: APCO PST Recert fee	2 @ \$30	DO NOT WRITE ON GRAY LINES				\$	60.0
APCO CTO Recert fee	15 @ \$30	DO NOT WRITE IN THIS SPACE				\$	450.0
DO NOT ADD LINES TO THIS WORKSHEET, AS THE FORMULAS MAY CHANGE, CONTINUE BY CLICKING ON THE NEXT WORKSHEET BELOW					TOTALS	\$	50,070.24
						\$	36,595.6

Attachment: FY25 TG - SPRINGFIELD (9137 : State 911 Training Grant - No Match - \$173,035.76)

Pg 3 of 3

NEW PERSONNEL

In the Process of Obtaining Certification

PSAP Name: SPRINGFIELD EMERGENCY COMMUNICATIONS

{List Personnel in Alphabetical Order by Last Name}

LAST NAME	FIRST NAME	OT Rate	Dispatch Training Academy	Next Gen New Hire	PST1	EMD (APCO 32)	CPR	Travel	Total Hrs	Total Amount
New Hires, if applicable, need these course hours				16	40	24 or 32	4			
EXAMPLE OF TRAINING ACADEMY HOURS			200	N/A	N/A	24 or 32	4			
TBD		\$ 35.47		16	40			1	57	\$ 2,021.79
TBD		\$ 35.47		16	40			1	57	\$ 2,021.79
TBD		\$ 35.47		16	40			1	57	\$ 2,021.79
TBD		\$ 35.47		16	40			1	57	\$ 2,021.79
TBD		\$ 35.47		16	40			1	57	\$ 2,021.79
TBD		\$ 35.47		16	40			1	57	\$ 2,021.79
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TBD		\$ 35.47		16	40			1	57	\$ 2,021.79
TBD		\$ 35.47		16	40			1	57	\$ 2,021.79
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		\$ -							0	\$ -
		\$ -							0	\$ -
		\$ -							0	\$ -
		\$ -							0	\$ -
						Total Salary for New Hires				\$ 24,261.40
New Hire Vendor Fees	Course Amount	# Taking Course	Total							
EMD New Certification	\$ -		\$ -							
CPR New Certification	\$ -		\$ -							
PSTI (VENDOR ONLY)	\$ 251.20	12	\$ 3,014.40							
							Total Vendor Fees		\$ 3,014.40	

Attachment: FY25 TG - SPRINGFIELD (8137 : State 911 Training Grant - No Match - \$173,035.76)

FY 2025 TRAINING GRANT

5/13
RECEIVED

MAR 20 2024

State 911 Department
Middleborough, MA

Name of Eligible Entity / PSAP / RECC

Address

City/Town/Zip

Telephone Number

Fax Number

Website

Springfield Emergency Communication

1535 Roosevelt Avenue

Springfield, MA 01109

413 787 6307

413 886 5467

https://www.springfield-ma.gov

Name & Title of Authorized Signatory

Telephone Number

Email Address

Domenic J. Sarno, Mayor

413 787 6100

tashe@springfieldcityhall.com

Name & Title Grant Contract Manager

Telephone Number

Email Address

Michael Hess, Deputy Fire Chief

413-750-2383

mhess@springfieldcityhall.com

Total Grant Program Funds Requested

\$ 173,035.46 (17)
~~\$ 199,154.28~~

Applicant meets the EMD requirements established by the State 911 Department by:

Providing EMD in-house utilizing certified emergency medical dispatchers and the following Emergency Medical Dispatch Protocol Reference System (EMDPRS):

☐ APCO

☐ PowerPhone

☐ Priority Dispatch

OR

Utilizing the following Certified EMD Resource:

American Medical Response

CEMDR's Emergency Medical Dispatch Protocol Reference System (EMDPRS):

☐ APCO

☐ PowerPhone

☒ Priority Dispatch

Authorization and Certification

Through its submission of this application to the State 911 Department, the applying governmental entity and the authorized signatory of the applying governmental entity affirms and declares that all information submitted to the State 911 Department regarding the application, reimbursements, budget modifications, reporting, and any and all other submissions required throughout the duration of the grant process, its award and execution shall be true and verifiable through source documentation. The above noted documents, excluding this application, will no longer require a signature at the time of submission. Submission of this application by the applying governmental entity and authorized signatory shall be applicable to any and all transactions submitted under a contract awarded as the result of this application.

Sign below to acknowledge having read and agreed to the Authorization and Certification above and the grant conditions and reporting requirements listed in the grant guidelines.

Signed under the penalties of perjury this 3rd day of May, 20 24

ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

Attachment: FY25 TG - SPRINGFIELD (8137 : State 911 Training Grant - No Match - \$173,035.76)

FY 2025 TRAINING GRANT

BUDGET NARRATIVE

- A. Fees** – Fees associated with attendance at approved live or online 911 training courses, including certifications/recertification for certified Telecommunicators to include 16 hours of continued education or for those working toward certification. **Add the *Total Vendor Fees* from the *Personnel Costs Worksheet(s)* and the total Membership & Conference Fees below to get the total for Category A.**

For Membership fees, list the name and amount for each below.

Membership Fees: MCSA- \$175, APCO- \$2615, NENA- \$4865 = \$7,655

For Conference fees, list the name of the conference, number attending and the amount for each conference below.

Conference Fees: APCO 4 @ \$575, APCO Atlantic 4 @ \$299, NENA 4 @ \$790 = \$6,656

Total Category A

\$ 64,384.20

- B. Personnel Costs** – Straight time or overtime expenses for participants or replacement/backfill (who are certified telecommunicators), to cover participant class hours but not both. **Add the *Total Salary* column(s) from the *REQUIRED Personnel Costs Worksheet(s)* and enter below.**

Total Category B

\$ 88,536.96

- C. Training Materials and Other Products** – Funding may be authorized for the purchase, installation, replacement, maintenance, and/or upgrade of software and other products related to the certification and training of enhanced 911 telecommunicators, including but not limited to, call handling guide cards, call handling software, skill and ability pre-employment testing software, and additional related training materials such as books and manuals. In addition, funding not to exceed \$2,500 may be authorized for the purchase of skill and ability software/programs/subscriptions utilized by a PSAP to enhance the skill set of its certified telecommunicators.

Description: Powerphone Total Response (CACH) Annual Support Contract and Software maintenance - call handling software
Biddle CritiCall - Skill and ability testing software

Attach quote for this category

Total Category C

\$ 20,114.60

- D.** Enter the lodging expenses to include the number of people and number of nights for two (2) or more consecutive days of training (not to include the night prior to the training) and the distance of which is equal to or greater than ninety (90) miles away from where travel originates. **NOTE: Lodging for conferences is not eligible.**

Description:

Total Category D

\$

- E. Mileage** – Funding may be authorized for the payment of mileage when an employee utilizes his/her personal vehicle for travel to attend eligible trainings. Mileage, where applicable, will be verified utilizing a recognized mileage guide such as Google Maps. Eligible mileage will be calculated by determining the round-trip mileage from the PSAP to the training location, rounded to the nearest mile. Other expenses associated with travel, such as tolls and parking, may also be eligible. **If requesting funding under this category, applicant must provide its employment Agreement.**

Description: Show your calculation below for the amount you are requesting, use an additional sheet of paper if needed.

Total Category E

\$

Attachment: FY25 TG - SPRINGFIELD (8137 : State 911 Training Grant - No Match - \$173,035.76)



PowerPhone
PO Box 911

Madison, CT 06443
United States

Pam Visel
pvisel@powerphone.com

20240209-121414835

Springfield Emergency Communications - Annual Service
Plan FY25

Prepared for

**Springfield Emergency
Communications**
1535 Roosevelt Ave.
Springfield, MA 01109
United States

Issued
February 9, 2024
Expires
May 9, 2024

Michael Tranghese
Operations Manager
mtranghese@springfieldpolice.net
(413)750-2383

Products & Services

Products & Services	Billing Frequency	Quantity	Unit price	Price
Annual Plan: Site Licensed Training Renewal July 1, 2024 - June 30, 2025		1	\$15,323.00	\$15,323.00

Attachment: FY25 TG - SPRINGFIELD (8137 : State 911 Training Grant - No Match - \$173,035.76)

Products & Services	Billing Frequency	Quantity	Unit price	Price
Annual Plan: Total Response Software Renewal Annual maintenance for July 1, 2024 - June 30, 2025; supports law enforcement and fire service calls		1	\$13,004.20	\$13,004.20
One-time subtotal				\$28,327.20
Total				\$28,327.20

Terms and Conditions

Net 30 days

Download

Attachment: FY25 TG - SPRINGFIELD (8137 : State 911 Training Grant - No Match - \$173,035.76)

Dell Customer Communication - Confidential

**Customer: Springfield MA****Contact: Rebecca Ocasio****Email:** ROcasio@springfieldpolice.net**Date: 6/4/2024****DCN: 115719741****QUOTE****Expiration: 7/4/2024****Quote Number: 3000173349124****Rick Bilicki****Cloud Software & Security****North American Partner Software****512.647.6189**Richard_Bilicki@dell.com

Product Description	Part number	Quantity	Unit Price	Extended Price
CITY OF SPRINGFIELD GOVERNMENTJOBS BIDDLE SOFTWARE SUB 7/1/24 TO 6/30/25 dispatch testing software	AC948116	1	\$ 7,110.40	\$ 7,110.40
CITY OF SPRINGFIELD GOVERNMENTJOBS BIDDLE SOFTWARE SUB 7/1/24 TO 6/30/25 integration	AC948117	1	\$ 7,110.40	\$ 7,110.40
				\$ -
				\$ -
				\$ -
Dell Midwestern Higher Education Compact (MHEC) Master Agreement			Annual Total	\$ 14,220.80

Attachment: FY25 TG - SPRINGFIELD (8137 : State 911 Training Grant - No Match - \$173,035.76)



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) VC 6000192140
---	--

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
Michael Hess		Deputy Fire Chief	413-787-6409	dhess@springfieldcityhall.com
Joanne Raleigh		Deputy Comptroller	413-787-6152	jraleigh@springfieldcityhall.com
Thomas D. Moore		Deputy City Solicitor	413-348-0045	tmoore@springfieldcityhall.com
Domenic J. Sarno		Mayor	413-787-6100	tashe@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 05/09/24
Print Name Robert P. Shevchuk	Phone Number 413-787-6511
Title Associate Solicitor	Email Address rshevchuk@springfieldcityhall.com

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



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY FORM

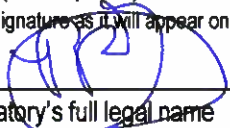
This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

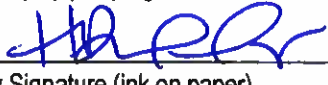
Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

Contractor Legal Name CITY OF SPRINGFIELD	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC 6000192140
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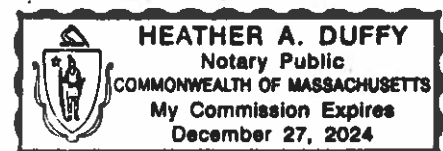
INSTRUCTIONS: Any Contractor, sole-proprietor, or an individual, must provide a notarized signature of the authorized person who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

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.

Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary) 	
Print Signatory's full legal name ROBERT P. SHEWCHUK	Title ASSOCIATE SOLICITOR

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name Heather A. Duffy	Notary Signature (ink on paper) 
Date 5/9/2024	My commission expires on Dec 27, 2024

AFFIX NOTARY SEAL/STAMP



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

FY 2025 SUPPORT AND INCENTIVE GRANT



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY FORM

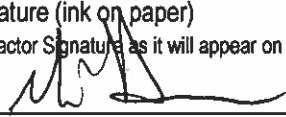
This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

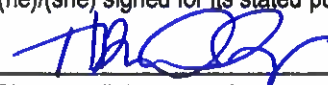
Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

Contractor Legal Name CITY OF SPRINGFIELD	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC6000192140
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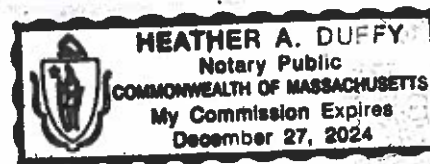
INSTRUCTIONS: Any Contractor, sole-proprietor, or an individual, must provide a notarized signature of the authorized person who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

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.

Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary) 	
Print Signatory's full legal name Michael Hess	Title Deputy Fire Chief

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name Heather A. Duffy	Notary Signature (ink on paper) 
Date 5/1/2024	My commission expires on Dec. 27, 2024

AFFIX NOTARY SEAL/STAMP



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

FY 2025 SUPPORT AND INCENTIVE GRANT



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY FORM

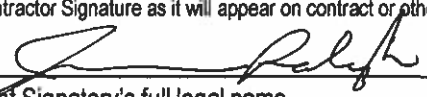
This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

Contractor Legal Name CITY OF SPRINGFIELD	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC6000192140
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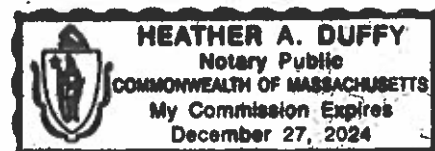
INSTRUCTIONS: Any Contractor, sole-proprietor, or an individual, must provide a notarized signature of the authorized person who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

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.

Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary) 		5-2-24
Print Signatory's full legal name Joanne Ralieg	Title Deputy Comptroller	

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose. Heather A. Duffy	
Print Notary Name 5/2/2024	Notary Signature (ink on paper) 
Date 5/2/2024	My commission expires on Dec. 27, 2024

AFFIX NOTARY SEAL/STAMP



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

FY 2025 SUPPORT AND INCENTIVE GRANT


Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY FORM

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.

Notarized Signature for Individual, Sole-Proprietor or Single Member LLC
(must match Form W-9 tax classification)

Contractor Legal Name CITY OF SPRINGFIELD	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC6000192140
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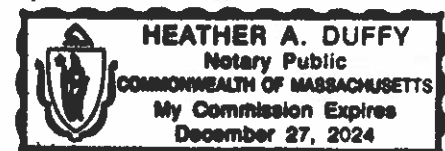
INSTRUCTIONS: Any Contractor, sole-proprietor, or an individual must provide a notarized signature of the authorized person who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

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.

Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary)	
Print Signatory's full legal name Thomas D. Moore	Title Associate City Solicitor

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name Heather A. Duffy	Notary Signature (ink on paper)
Date 5/3/2024	My commission expires on Dec. 27, 2024

AFFIX NOTARY SEAL/STAMP



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

FY 2025 SUPPORT AND INCENTIVE GRANT



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY FORM

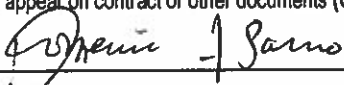
This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

Contractor Legal Name CITY OF SPRINGFIELD	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC6000192140
---	--

INSTRUCTIONS: Any Contractor, sole-proprietor, or an individual must provide a notarized signature of the authorized person who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

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.

Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary) 	
Print Signatory's full legal name Domenic J. Sarno	Title Mayor

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name Marta Tirado	Notary Signature (ink on paper) 
Date 05/03/2024	My commission expires on 08/11/2028

AFFIX NOTARY SEAL/STAMP



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



SPRINGFIELD FIRE DEPARTMENT
OFFICE OF EMERGENCY COMMUNICATIONS

1535 Roosevelt Avenue, Springfield, MA 01109
Telephone (413) 787-6400



State 911 Department
151 Campanelli Drive, Suite A
Middleborough MA 02346

To whom it may concern,

Attached please find the City of Springfield FY25 Training Grant application. In addition to the required documents, I have also included a second original contract form. The City requires a signed original form back for our records.

Thank you for your assistance in this matter.

Respectfully,

Deputy Chief Michael Hess
City of Springfield Fire Department
413.787.6409
mhess@springfieldcityhall.com

Attachment: FY25 TG - SPRINGFIELD (8137 : State 911 Training Grant - No Match - \$173,035.76)



City Council

SCHEDULED

Meeting: 07/08/24 07:00 PM
Initiator: Madison Woodard
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8130

15

FY25 Local Consumer Aid Grant - No Match Required \$127,357.00 (Mayor Sarno)

WHEREAS, the Mayor, on behalf of the *Mayor's Office of Consumer Information*, ("Department") has been awarded a "Local Consumer Aid Fund Grant" of \$127,357.00 from the Commonwealth of Massachusetts Office of the Attorney General; and

WHEREAS, the purpose of the grant program is to assist in the resolution of consumer complaints; and

WHEREAS, the Department intends to use the grant funds for the operation of a Local Consumer Program, whose purpose is to educate consumers on their consumer protection rights and to mediate consumer complaints; and

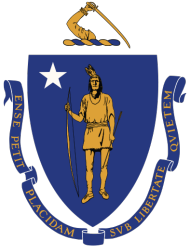
WHEREAS, these grant funds will pay for staff salaries and for those expenses associated with the processing and handling of consumer complaints (e.g. supplies, postage, copier, travel); and

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 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:

FY25 Local Consumer Aid Grant- No Match Required \$127,357.00



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

ANDREA JOY CAMPBELL
ATTORNEY GENERAL

(617) 727-2200
www.mass.gov/ago

June 26th, 2024

Via E-MAIL ONLY

Milagros S. Johnson, Director
mjohnson@springfieldcityhall.com
City of Springfield, Mayor's Office of Consumer Information
36 Court Street, Room 315
Springfield, MA 001103-1699

RE: Fiscal Year 2025 Local Consumer Aid Fund Grant Award

Dear Milagros S. Johnson:

Congratulations! I am pleased to announce that the **City of Springfield, Mayor's Office of Consumer Information** has been approved for the award of a Local Consumer Aid Fund grant of **\$127,357.00** for the operation of a Local Consumer Program for the Fiscal Year 2025 (July 1, 2024 - June 30, 2025).

This award is made subject to the conditions detailed in the **FY2025 LCAF Local Consumer Program Standards & Responsibilities** and the forthcoming **Scope of Services**, to ensure compliance with the terms of the grant.

The grant contract documents will be mailed subsequently; once you understand and accept the grant requirements, please sign, and return all signed documents to Elhannah Burnett, at LCP@mass.gov.

Thank you for your continuing work to support consumers in our state. I look forward to a successful and productive joint effort in the coming year.

Very truly yours,

Andrea Campbell

Attachment: FY25 MOCI Grant Award Letter (8130 : FY25 Local Consumer Aid Grant - No Match Required \$127,357.00)



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

7/2/24

Department Requesting Grant Setup

Mayor's Office of
Consumer Information

Department Phone # (Please include extension)

750-2890

Name and Title of Person to Contact in Case of Questions

Milagros S. Johnson,
Director

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number:

87525

If this is a new Grant, have you filled out the "Approval to apply for a grant" Form?
(Y/N) N/A 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

Grant Name: Local Consumer Program

Total Grant Amount Awarded: \$127,357.00

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
Contact Person
Street Address
City, State, Zip Code
Telephone
Fax
E-Mail

Actual Award Date 6/26/2024

Board Approval Date

Start Date 7/1/2043

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

Consumer advocacy and educational outreach for Hampden County and parts of Worcester County.

Comments re: Conditions/Restrictions of Grant

Adhere to AGO's Standards and Responsibilities.

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) 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: FY25 MOCI REQUEST FOR GRANT SET UP (8130 : FY25 Local Consumer Aid Grant - No Match Required \$127,357.00)

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

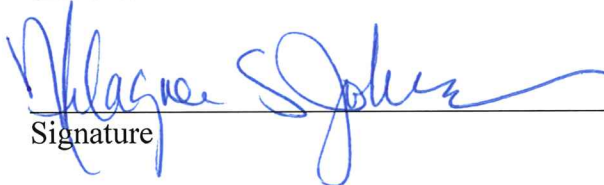
Org Code: 28751201-85725

Object Codes:

461000	GRANT REVENUE STATE	\$127,357.00
501000	SALARIES & WAGES	120,664.75
527020	RENTAL – OFFICE EQUIPMENT	1,397.76
534100	POSTAGE AND DELIVERY	1,600.00
524010	OFFICE SUPPLIES	1,689.49
524010	PRINTING	1,405.00
547110	IN-STATE TRAVEL	600.00

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

7/2/2024
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.



City Council

SCHEDULED

Meeting: 07/08/24 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8139

16

2024 Quality Improvement Grant - No Match Required \$31,012.00 (Mayor Sarno)

WHEREAS, the Department of Health and Human Services, has been awarded a Quality Improvement Grant in the amount of \$31,012.00 from the Health Resources and Services Administration for the budget period May 30, 2024 through January 31, 2025; and

WHEREAS, the Department intends to work on training personnel, purchase new equipment, build the capacity of systems infrastructure, enhance care coordination, secure data exchange, and identify patient level data. Covering costs related to aligning or upgrading health information technology systems with national interoperability standards, Improving data and technology capabilities to support public health emergency preparedness; and

WHEREAS, the Department has accepted the grant funds 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 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.

2024 Quality Improvement Grant - No Match Required \$31,012.00



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 07/02/2024

Department Requesting Grant Setup SDHHS

Department Phone # (Please include extension) 413-787-6822

Name and Title of Person to Contact in Case of Questions Jimmy Ninh

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) N/A If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

X Federal – City

State DOE– School

State Other – School

State – City

Private/Other

Grant Name: 2024 Quality Improvement

Total Grant Amount Awarded: \$31,012.00

Attachment: 2024 Quality Improvement Grant (8139 : 2024 Quality Improvement Grant - No Match Required \$31,012.00)

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 HRSA
 Contact Person SARA RHOADES
 Street Address
 City, State, Zip Code
 Telephone
 Fax
 E-Mail SRHOADES@HRSA.GOV

Actual Award Date 05/30/2024
 Board Approval Date
 Start Date 05/30/2024
 Expiration Date 01/31/2025
 Renewal Action Date (optional) N/A
 If there are any Matching Funds:

Type
 Percent
 Amount

Is there any Leverage?
 Source
 Amount

Comments re: Description/Purpose of Grant

Supporting UDS+ implementation, including costs to train personnel, purchase new equipment, build the capacity of systems infrastructure, enhance care coordination, secure data exchange, and deidentify patient-level data. Covering costs related to aligning or upgrading Health Information Technology systems with national interoperability standards. Supporting and providing training and technical assistance to health center staff overseeing data management/security and quality improvement efforts. Improving data and technology capabilities to support public health emergency preparedness.

Comments re: Conditions/Restrictions of Grant
 See budget

If this is a Federal Grant, enter CFDA#: 93.527

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) 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):

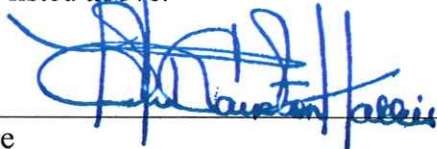
Org Code: 26775205

Object Codes:
454000, 530105, 535200, 542010, 578700

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

7/2/24 TD

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.



Department of Health and Human Services
Health Resources and Services Administration

Notice of Award
FAIN# H8000001
Federal Award Date: 05/30/2024

Recipient Information

1. Recipient Name
CITY OF SPRINGFIELD, MASSACHUSETTS
95 State St
Springfield, MA 01103-2091
2. Congressional District of Recipient
01
3. Payment System Identifier (ID)
1046001415A2
4. Employer Identification Number (EIN)
046001415
5. Data Universal Numbering System (DUNS)
198910523
6. Recipient's Unique Entity Identifier
H6HGYVLKMAK6
7. Project Director or Principal Investigator
HELEN R CAULTON-HARRIS
Director
hcaulton@springfieldcityhall.com
(413)787-6456
8. Authorized Official
Tiana M Davis
Deputy Commissioner
tmdavis@springfieldcityhall.com
(413)750-2067

Federal Agency Information

9. Awarding Agency Contact Information
Sara Rhoades
Grants Management Specialist
Office of Federal Assistance Management (OFAM)
Division of Grants Management Office (DGMO)
srhoades@hrsa.gov
(301) 443-0246
10. Program Official Contact Information
Alison Wilson
Public Health Analyst
Bureau of Primary Health Care (BPHC)
awilson@hrsa.gov
(301) 287-0097

Federal Award Information

11. Award Number
6 H80CS00001-23-05
12. Unique Federal Award Identification Number (FAIN)
H8000001
13. Statutory Authority
42 U.S.C. § 254b
14. Federal Award Project Title
Health Center Program
15. Assistance Listing Number
93.224
16. Assistance Listing Program Title
Community Health Centers
17. Award Action Type
Administrative
18. Is the Award R&D?
No

Summary Federal Award Financial Information

19. Budget Period Start Date 02/01/2024 - End Date 01/31/2025	
20. Total Amount of Federal Funds Obligated by this Action	\$31,012.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	\$153,588.00
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$2,393,900.00
24. Total Approved Cost Sharing or Matching, where applicable	\$2,310,975.00
25. Total Federal and Non-Federal Approved this Budget Period	\$4,704,875.00
26. Project Period Start Date 02/01/2023 - End Date 01/31/2026	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$9,787,639.00

28. Authorized Treatment of Program Income
Addition
29. Grants Management Officer – Signature
Angela Stokes on 05/30/2024

30. Remarks

Attachment: 2024 Quality Improvement Grant (8139 : 2024 Quality Improvement Grant - No Match Required \$31,012.00)



Notice of Award
Award Number: 6 H80CS00001-23-05
Federal Award Date: 05/30/2024

Bureau of Primary Health Care (BPHC)

31. APPROVED BUDGET: (Excludes Direct Assistance) ☐ Grant Funds Only ☒ Total project costs including grant funds and all other financial participation		33. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)					
a. Salaries and Wages: \$1,391,180.00 b. Fringe Benefits: \$542,560.00 c. Total Personnel Costs: \$1,933,740.00 d. Consultant Costs: \$0.00 e. Equipment: \$0.00 f. Supplies: \$149,785.00 g. Travel: \$16,620.00 h. Construction/Alteration and Renovation: \$0.00 i. Other: \$118,421.00 j. Consortium/Contractual Costs: \$2,332,721.00 k. Trainee Related Expenses: \$0.00 l. Trainee Stipends: \$0.00 m. Trainee Tuition and Fees: \$0.00 n. Trainee Travel: \$0.00 o. TOTAL DIRECT COSTS: \$4,551,287.00 p. INDIRECT COSTS (Rate: % of S&W/TADC): \$153,588.00 i. Indirect Cost Federal Share: \$153,588.00 ii. Indirect Cost Non-Federal Share: \$0.00 q. TOTAL APPROVED BUDGET: \$4,704,875.00 i. Less Non-Federal Share: \$2,310,975.00 ii. Federal Share: \$2,393,900.00		<table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td>24</td> <td>\$2,362,888.00</td> </tr> </tbody> </table>		YEAR	TOTAL COSTS	24	\$2,362,888.00
YEAR	TOTAL COSTS						
24	\$2,362,888.00						
		34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash) a. Amount of Direct Assistance \$0.00 b. Less Unawarded Balance of Current Year's Funds \$0.00 c. Less Cumulative Prior Award(s) This Budget Period \$0.00 d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$0.00					
		35. FORMER GRANT NUMBER H66CS00329					
		36. OBJECT CLASS 41.51					
		37. BHCMI\$H 010120					
32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE: a. Authorized Financial Assistance This Period \$2,393,900.00 b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority \$0.00 ii. Offset \$0.00 c. Unawarded Balance of Current Year's Funds \$0.00 d. Less Cumulative Prior Award(s) This Budget Period \$2,362,888.00 e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$31,012.00							
38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS: a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.							
39. ACCOUNTING CLASSIFICATION CODES							
FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE	
24 - 398174N	93.527	23H80CS00001	\$31,012.00	\$0.00	HCH	23H80CS00001	

Attachment: 2024 Quality Improvement Grant (8139 : 2024 Quality Improvement Grant - No Match Required \$31,012.00)

HRSA Electronic Handbooks (EBBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EBBs). Registration within HRSA EBBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EBBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EBBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. You will be required to submit a final report. The final report will describe the activities implemented using the FY 2024 Quality Improvement award funding to support your health center's efforts to continue to strengthen HRSA-funded health centers to prepare for and implement programs and technologies to ensure high-quality, patient-level data submissions. Further details about the specific reporting requirement will be provided through separate guidance.
2. The purpose of the Fiscal Year (FY) 2024 Quality Improvement Award: Uniform Data System Patient-Level Submission (QIA: UDS+) one-time grant supplement, as authorized by Section 330 of the Public Health Service Act (42 U.S.C § 254b(d)(1) (Title III, § 330(d)(1) of the Public Health Service Act)), is to support HRSA-funded health centers to prepare for and implement programs and technologies to ensure high-quality, patient-level data submissions.
Health centers must use these funds for allowable costs. Health centers will determine what activities best support enhancing the quality of care at your health center. Allowable activities can include, but are not limited to:
 - Supporting UDS+ implementation, including costs to train personnel, purchase new equipment, build the capacity of systems infrastructure, enhance care coordination, secure data exchange, and deidentify patient-level data
 - Covering costs related to aligning or upgrading Health Information Technology systems with national interoperability standards
 - Supporting and providing training and technical assistance to health center staff overseeing data management/security and quality improvement efforts
 - Improving data and technology capabilities to support public health emergency preparedness
 FY 2024 QIA: UDS+ funding must be used for costs that are not otherwise supported by other Health Center Program operational grant (H80) or any other Federal grant funding.
Funding Restrictions - Funds may not be used for fundraising, lobbying, incentives (gift cards, food), construction/renovation, facility or land purchases, or vehicle purchases. Pursuant to existing law and consistent with Executive Order 13535 (75 FR 15599), health centers are prohibited from using federal funds to provide abortion services (except in cases of rape or incest, or when the life of the woman would be endangered). This is consistent with past practice and long-standing requirements applicable to grant awards to health centers.
You may budget FY 2024 QIA: UDS+ funding without prior approval, provided that the proposed use of the funding aligns with the purpose and restrictions noted on this Notice of Award and complies with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards available at <http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>. You are required to request prior approval from HRSA through EHB if some or all of this funding will be used to purchase unit(s) of equipment exceeding \$5,000 (see 45 CFR §75.439).
Funding Period - This award provides one-time funding that will be available for use through the end of your FY 2024 budget period, with carryover under expanded authority or after HRSA prior approval (as applicable) but should be used within 12 months of receipt.
3. The Centers for Medicare and Medicaid Services (CMS) Emergency Preparedness Final Rule outlines the requirements for Medicaid and Medicare providers and suppliers, including federally qualified health centers, to develop and keep an emergency preparedness communication plan, and annual training and testing programs. Health Center Program awardees must follow all applicable Federal statutes and regulations including these CMS requirements.

Health centers should coordinate with their Primary Care Association (PCA) when developing emergency communication plans. PCAs can assist health centers with emergency preparedness, response and recovery planning. During emergencies, health centers should make reasonable efforts to respond to requests for information from their PCA. PCAs collect critical information from health centers during and after an emergency and work to make sure that health centers are included in regional and state emergency response plans and activities. The information collected by PCAs guides what Federal resources or responses may be needed to continue operations. This critical information is also shared with HRSA and other U.S. Department of Health and Human Services offices as needed.

All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
Nicole L Longtin	Authorizing Official	nlongtin@springfieldcityhall.com
Tiana M Davis	Authorizing Official	tmdavis@springfieldcityhall.com
Helen R Caulton-Harris	Program Director	hcaulton@springfieldcityhall.com

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).

Attachment: 2024 Quality Improvement Grant (8139 : 2024 Quality Improvement Grant - No Match Required \$31,012.00)



City Council

SCHEDULED

Meeting: 07/08/24 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8134

17

Parks - FY25 Healthy Summer Youth Jobs Grant - No Match Required - \$9,450 (Mayor Sarno)

WHEREAS, the Parks Department ("Department") has been awarded a Healthy Summer Youth Jobs Grant ("grant") from the Office of the Attorney General (AGO), in the amount of \$9,450; and

WHEREAS, the purpose of the grant is to provide funding to benefit you workers by providing training and skills development in employment focused on health and wellness; 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 - FY25 Healthy Summer Youth Jobs Grant - \$9,450



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 06/25/2024

Department Requesting Grant Setup DPBRM

Department Phone # (Please include extension) 787-7772

Name and Title of Person to Contact in Case of Questions Thomas Ashe
Executive Director

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

X State – City (Attorney General Office)

Private/Other

Grant Name: FY25 Healthy Summer Youth Jobs Grant Program

Total Grant Amount Awarded: \$ 9,450.00

Is this a Reimbursable Grant?

(Y/N) NO

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	Office of the Attorney General
Contact Person	Nathan Gardner
Street Address	1 Ashburton Pl
City, State, Zip Code	Boston, MA 02108
Telephone	(617) 963-2150
Fax	(617) 727-5778
E-Mail	AGOgrants@mass.gov

Actual Award Date	07/01/2024
Board Approval Date	
Start Date	07/01/2024
Expiration Date	08/30/2024
Renewal Action Date (optional)	
If there are any Matching Funds: No	
Type	

Comments re: Description/Purpose of Grant

The Healthy Summer Youth Jobs Grant Program is designed to benefit youth workers by providing training and skills development in employment that is focused on health and wellness. The AGO is honored to partner with the City of Springfield to help fulfill the grant's mission to provide additional healthy summer jobs to youth. The grant will fund three Recreational Leader job positions for the 2024 summer season at the Summer Enrichment and/or Camp STAR Angelina program sites.

Comments re: Conditions/Restrictions of Grant

There are no conditions or restrictions to this grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # : Not Applicable

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Quarterly

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known) A.C.H

Please list all object codes needed for the grant.

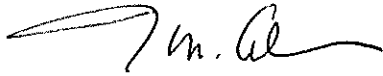
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 504000\$ 9,450 —
\$

Object Codes:

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

6-26-27
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.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



17.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](#), [Contractor Certifications](#) and [Commonwealth 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: City of Springfield, Massachusetts (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: OFFICE OF THE ATTORNEY GENERAL MMARS Department Code: AGO	
Legal Address: (W-9, W-4): 36 Court Street, Springfield, MA 01103		Business Mailing Address: ONE ASHBURTON PLACE, BOSTON, MA 02108	
Contract Manager: Thomas Ashe	Phone: 413-787-7770	Billing Address (if different):	
E-Mail: Tashe@springfieldcityhall.com	Fax: 413-787-6439	Contract Manager: Nathan Gardner	Phone: (617) 963-2150
Contractor Vendor Code: VC		E-Mail: Nathan.Gardner@mass.gov	Fax: (617) 727-5778
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:	
<u>X</u> 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)		<u> </u> 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, 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 new total if Contract is being amended). \$ <u>9,450.00</u> .			
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 <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> </u> agree to standard 45 day cycle <u> </u> 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.) The FY2025 Healthy Summer Youth Jobs Grant Program funds programs that benefit youth workers by providing training and skills development in employment that is focused on health and wellness. The Scope of Services (Attachment A) is incorporated by reference.			
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 no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☒ 3. were incurred as of <u>July 1, 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>August 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, 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:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Domenic J. Sarno</u>		Print Name: <u>Alex Flannery</u>	
Print Title: <u>Mayor, City of Springfield</u>		Print Title: <u>Deputy Budget Director</u>	



City Council

SCHEDULED

Meeting: 07/08/24 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8121

18

FY25 Springfield Library Foundation Artists at Work - No Match Required \$6,000.00 (Mayor Sarno)

WHEREAS, the Library Department has been awarded a Springfield Library Foundation Artists at Work Grant in the amount of \$6,000.00 from the Springfield Library Foundation; and

WHEREAS, the funds will support expenses related to hosting two visiting artists at the Mason Square Library, such as providing referrals, networking, and encouragement in their artistic endeavors related to the Artists at Work project; and

WHEREAS, the Department has accepted the grant funds 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 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:

**FY25 Springfield Library Foundation Artists at Work - No Match Required
\$6,000.00**



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

06/27/2024

Department Requesting Grant Setup

Library

Department Phone # (Please include extension)
x290

263-6828

Name and Title of Person to Contact in Case of Questions Aieshya Jackson- Bus. Mgr

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

x

Grant Name: Springfield Library Foundation, Artist at Work

Total Grant Amount Awarded: \$ 6000.00

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
Contact Person
Street Address
City, State, Zip Code
Telephone
Fax
E-Mail

Actual Award Date 06/27/2024

Board Approval Date 06/27/2024

Start Date 07/01/2024

Expiration Date N/A

Renewal Action Date (optional)

If there are any Matching Funds:

Type
Percent
Amount

Comments re: Description/Purpose of Grant The funds will support expenses related to hosting two visiting artists at the Mason Square Library, such as providing referrals, networking, and encouragement in their artistic endeavors related to the Artists At Work project.

Comments re: Conditions/Restrictions of Grant NONE

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:

Object Codes: 524020 530105 542010 551300 551700

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.

_____*Melissa Fegarty*_____
Signature

_____*06/27/2024*_____
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.



Springfield Library Foundation

June 27, 2024

Molly Fogarty, Director
Springfield City Library
220 State Street
Springfield, MA 01103

Dear Molly:

The Board of Directors of the Springfield Library Foundation is pleased to inform you that the Foundation has approved a grant for *Artists at Work* in the amount of \$6,000 for FY2025. These funds are available thanks to an award from the Springfield Cultural Partnership, Inc., and an agreement between the Partnership, the Springfield City Library and the Springfield Library Foundation.

The funds will support expenses related to hosting two visiting artists at the Mason Square Library, such as providing referrals, networking, and encouragement in their artistic endeavors related to the Artists at Work project

Per our discussions, the Foundation has agreed to act as a pass-through entity for this award from the Cultural Partnership. We wish you great success in administering the funds and stand ready to provide the funds in July, 2025.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Blumenfeld", is written over a faint, larger blue signature.

Matthew Blumenfeld
Executive Director

cc: Patrick Markey, Jean Canosa Albano, Aieshya Jackson

Attachment: FY25 SLF Artists At Work Grant (8121 : FY25 Springfield Library Foundation Artists at Work - No Match Required \$6,000.00)



City Council

SCHEDULED

Meeting: 07/08/24 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8123

19

Springfield City Library Donation - \$500.00 (Mayor Sarno)

WHEREAS, the Springfield City Library has been awarded donations totaling \$500.00 from The Springfield Library Foundation; and

WHEREAS, these funds have been made possible by a gift from Dr. Robert Dumaine to be used to purchase books to supplement the children's department foreign language collection along with a display unit if needed in the Forest Park Branch; and

WHEREAS, the Department has accepted the donation and requests authorization from the City Council and the Mayor to expend the donation funds listed in the Attachment; 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 donation, 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 donation without further appropriation:

Springfield City Library Donation - \$500.00



Springfield Library Foundation

May 30, 2024

Molly Fogarty, Director
Springfield City Library
220 State Street
Springfield, MA 01103

Dear Molly,

Enclosed please find a check in the amount of \$500 from The Springfield Library Foundation to the Springfield City Library. These funds have been made possible by a gift/donation from Dr. Robert Dumaine to be used to purchase books to supplement the children's department foreign language collection *Forest Park Branch* along with a display unit if needed. Please provide us with a list once the purchases have been made as the donor has requested custom bookplates be placed in the item(s).

Sincerely,


Matthew Blumenfeld
Executive Director

SPRINGFIELD LIBRARY FOUNDATION INC

PO BOX 28
EAST LONGMEADOW, MA 01028-0028

1453

53-7169/2118
1324

DATE

May 16, 2024

CHECK AMOUNT
1324

PAY
TO THE
ORDER OF

SPRINGFIELD City Library

\$ 500.00

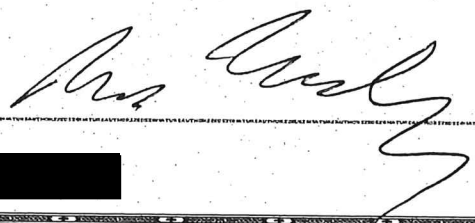
Five hundred and no/100

DOLLARS

Photo
Safe
Deposit
Details only

X BerkshireBank

FOR Dumaine Gift Forest Park Branch





City Council

SCHEDULED

Meeting: 07/08/24 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8124

20

Mason Square C-3 Community Engagement Sponsorship Award - \$500.00 (Mayor Sarno)

WHEREAS, the Library Department has been awarded donations totaling \$500.00 from Mason Square C-3 Engagement Sponsorship Award Committee; and

WHEREAS, this award of financial support is intended to be used specifically for the community of Mason Square; and

WHEREAS, the Department has accepted the donations and requests authorization from the City Council and the Mayor to expend the donation funds listed in the attachment; 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 donation, 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 donation without further appropriation:

Mason Square C-3 Community Engagement Sponsorship Award - \$500.00



Mason Square C-3 Community Engagement Sponsorship Award Committee

On behalf of the Mason Square C-3 Community Engagement Sponsorship Award Committee, we would like to inform you that your submission in response to our request for proposals for area community engaging activities and or programs has been reviewed by our committee and we are pleased to announce that your organization has been selected to receive a sponsorship award.

This award of financial support is intended to be used specifically for the community of Mason Square and we request that you provide confirmation that this commitment has been fulfilled. We welcome the opportunity for the Mason Square C-3 Public Safety Initiative to receive a report on the good works accomplished on behalf of our community through your efforts.

A formal presentation is scheduled to take place on Saturday April 27, 2024, at the Raymond A. Jordan Senior Center from 3pm – 5pm (Doors open at 2pm). In closing, we would like to thank you for your continued support within the Mason Square C-3 area as well as in our community.

Sincere Regards,
Mason Square C-3 Sponsorship Award Committee

RICHARD JOHNSON

137

53-8598/2118

04-23-24

Date

CHECK ARMOR
TRADE PROTECTIONPay to the
Order ofMASON SQUARE BRANCH LIBRARY
FIVE HUNDRED

\$ 500.00

Dollars

Photo
Safe
Deposit
Details on backFreedom
CREDIT UNION1976 Main Street
Springfield, MA
(413) 739-8901
(800) 821-0160

For

C-B SCHOLARSHIP

Richard M. Johnson

MP

Harford Clarke



City Council

SCHEDULED

Meeting: 07/08/24 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8135

21

Fire Department - Donation - \$25,000 - No Match Required (Mayor Sarno)

WHEREAS, the Fire Department has been awarded various donations totaling \$25,000;
and

WHEREAS, the funds provided shall be deposited to be used for the purpose as
requested by the individuals; and

WHEREAS, the Department intends to use the donation funds for the purposes as
requested by the donors; and

WHEREAS, the Department has accepted the donation 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:

Fire Department - Donation - \$25,000 - No Match Required

SUZANNE BROCK
KEVIN L BROCK

1702

53-7054/2113
193

16 MAY 2024
Date

Pay to the
Order of

Springfield FD Donation Fund

\$ 25,000.00

Twenty-five thousand and XX/100

Dollars



Photo
Safe
Deposit
Details on back



America's Most Convenient Bank®

For

SFD donation memo Richard Kevin Brock

MP

Handed Clerk

TD Bank, N.A.



City Council

SCHEDULED

Meeting: 07/08/24 07:00 PM
Initiator: Trevor Crawford
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8132

22

BHN Donation - Police (Mayor Sarno)

WHEREAS, the Springfield Police Department has been awarded a donation of \$25,000.00; and

WHEREAS, the funds provided by the donor are designated to help support Project HOPE; and

WHEREAS, the Department has accepted the donation and requests authorization from the City Council and the Mayor to expend the donation funds listed in the Attachment; 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 donation, 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 donation without further appropriation:

Police Department Donation - \$25,000.00

Helping individuals, families and communities improve the quality of lives
for those with behavioral health and developmental challenges.

1:59 7/1/24 23
B. My B. please to Audrey B. so we can
get on City Council agenda - (Monday 8:00)
& let Tim S. too for SP0/BHN/Bless outreach
prog.



CORPORATE OFFICE
417 Liberty Street
Springfield, MA 01104
Voice: 413-747-0705
Facsimile: 413-732-7075
Toll free: 800-499-1123
www.bhninc.org

June 30, 2024

Mayor Dominic Sarno
Attn: William Baker, Chief of Staff
City of Springfield
36 Court St,
Springfield, MA 01103

Mayor Sarno:

At the close of fiscal year 2024, we at BHN are pleased to be in a position to offer the attached donation to the City of Springfield to help support Project HOPE. The mission and work of Project HOPE is deeply aligned with our mission at BHN and homelessness is a major factor in the mental health challenges we are working to address in our community. We hope that this contribution will assist in delivering the critical services of Project HOPE.

Sincerely,

Steven Winn, President and CEO

Thank you letter too



**Behavioral Health
Network, Inc.**
Behavioral Health Network, Inc.
417 Liberty Street
Springfield MA 01104

PeoplesBank
330 Whitney Avenue
Holyoke MA 01040

53-7177
2118

PAY twenty-five thousand and 00/100

DATE 6/27/2024

\$ *****\$25,000.00

TO
THE
ORDER
OF

City of Springfield



City Council

SCHEDULED

Meeting: 07/08/24 07:00 PM
Initiator: Thomas Moore
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8127

23

Special Act for Disability Retirement Benefits (Mayor Sarno)

The Commonwealth of Massachusetts

In the Year Two Thousand Twenty Four

AN ACT REGARDING THE DISABILITY PENSION FOR MISAEL RODRIGUEZ
ADMINISTERED BY THE SPRINGFIELD
RETIREMENT BOARD

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. (a) Notwithstanding any general or special law to the contrary, the Springfield retirement board shall increase the accidental disability retirement allowance payable to Misael Rodriguez, a retired officer of the police department of the city of Springfield who, as a result of severe physical injuries sustained during a violent felonious assault while in the performance of his duties on November 5, 2020, is totally and permanently incapacitated from performing the essential duties of a police officer.

(b) The annual amount of pension payable to Misael Rodriguez shall be equal to the regular rate of compensation which would have been paid had he continued in service as a police officer of the city of Springfield at the grade held by him at the time of his retirement until his death or reaching mandatory retirement age, whichever comes first. All amounts paid under this act shall be non-taxable to the extent allowable under state and federal law.

(c) Upon attaining the mandatory retirement age for a police officer of the city of Springfield, Misael Rodriguez shall receive a pension pursuant to section 7 of said chapter 32, a yearly amount of pension equal to 80 per cent of the annual rate of the compensation he was receiving on the day before he reaches the mandatory retirement age for a police officer in the city of Springfield.

(d) Notwithstanding any general or special law to the contrary, the benefits granted herein shall be funded and administered by the Springfield retirement board, consistent with and subject to chapter 32 of the General Laws.

SECTION 2. Notwithstanding any general or special law to the contrary, Misael Rodriguez shall be entitled to receive indemnification for all hospital, medical and related expenses that have been or may be incurred after the date of his retirement as a result of the injuries sustained by him while in the performance of his duties on November 5, 2020, in accordance with sections

100 and 100B of chapter 41 of the General Laws.

SECTION 3. Notwithstanding any general or special law to the contrary, the Springfield retirement board shall forthwith pay to said Misael Rodriguez the amount credited to him as accumulated total deductions in the annuity savings fund of the Springfield retirement board as of the effective date of this act.

SECTION 4. Notwithstanding any general or special law to the contrary, if Misael Rodriguez was married upon retirement then, upon his death, if he is still married to the spouse he was married to upon retirement then, should his spouse to whom he was married on the date upon retirement survive him, the retirement board of the city of Springfield shall pay to the spouse an annuity in the amount of 75 per cent of the amount of the pension which otherwise would have been payable to Misael Rodriguez until the spouse's death. The pension benefits provided for in this section and section 1 shall be subject to section 103 of chapter 32 of the General Laws.

SECTION 5. In the event that both Misael Rodriguez and his spouse to whom he was married on the date upon retirement die before their children reach the age of 18 the payments that would otherwise have been made to Misael Rodriguez' spouse shall be payable, per stirpes, to each surviving children under the age of 18; provided, however, that payments shall continue for the benefit of a surviving child 18 years or older who, on or before the date of death of Misael Rodriguez or his spouse to whom he was married on the date upon retirement, whichever is later, had been medically determined to be permanently physically or mentally incapacitated from earning or for the benefit of a child under the age of 22 who is enrolled as a full-time student as determined by the criteria of the educational institution.

SECTION 6. This act shall take effect upon its passage

INTER**OFFICE**

MEMO

To: Gladys Oyola
City Clerk

From: Thomas Moore, Esquire
Associate City Solicitor

Subject: Special Act - AN ACT REGARDING THE DISABILITY PENSION FOR
MISAELO RODRIGUEZ ADMINISTERED BY THE SPRINGFIELD
RETIREMENT BOARD

Date: June 28, 2024

In accordance with Rules and Orders of the Springfield City Council, 2023, as amended, the City Solicitor on behalf of the sponsors (Mayor Domenic J. Sarno, City Councilor Michael Fenton, and City Councilor Lavar Click-Bruce) provides this report regarding the above Special Act ("Act") a copy is attached hereto. If the Act is approved by the City Council and signed by the Mayor, the Act would be sent the Massachusetts General Court for passage. If passed by the General Court the Governor must sign the Act, and the act shall take effect upon that execution.

The Act provides special benefits to a retired Springfield police officer, Misael Rodriguez, who suffered severe physical injuries during a violent felonious assault while in the performance of his duties on November 5, 2020, and as a result is totally and permanently incapacitated from performing the essential duties of a police officer.

The Act provides that the annual amount of pension payable to Misael Rodriguez shall be equal to the regular rate of compensation which would have been paid had he continued in service as a police officer of the city of Springfield at the grade held by him at the time of his retirement until his death or reaching mandatory retirement age, whichever comes first. All amounts paid under this act shall be non-taxable to the extent allowable under state and federal law.

The Act provides that upon attaining the mandatory retirement age for a police officer of the city of Springfield, Misael Rodriguez shall receive a pension pursuant to section 7 of said chapter 32, a yearly amount of pension equal to 80 per cent of the annual rate of the compensation he was receiving on the day before he reaches the mandatory retirement age for a police officer in the city of Springfield.

The Act provides that notwithstanding any general or special law to the contrary, the benefits granted herein shall be funded and administered by the Springfield retirement board, consistent with and subject to chapter 32 of the General Laws.

The Act provides that notwithstanding any general or special law to the contrary, Misael Rodriguez shall be entitled to receive indemnification for all hospital, medical and related expenses that have been or may be incurred after the date of his retirement as a result of the injuries sustained by him while in the performance of his duties on November 5, 2020, in

accordance with sections 100 and 100B of chapter 41 of the General Laws.

The Act provides that notwithstanding any general or special law to the contrary, the Springfield retirement board shall forthwith pay to said Misael Rodriguez the amount credited to him as accumulated total deductions in the annuity savings fund of the Springfield retirement board as of the effective date of this act.

The Act provides that notwithstanding any general or special law to the contrary, if Misael Rodriguez was married upon retirement then, upon his death, if he is still married to the spouse he was married to upon retirement then, should his spouse to whom he was married on the date upon retirement survive him, the retirement board of the city of Springfield shall pay to the spouse an annuity in the amount of 75 per cent of the amount of the pension which otherwise would have been payable to Misael Rodriguez until the spouse's death. The pension benefits provided for in this section and section 1 shall be subject to section 103 of chapter 32 of the General Laws.

The Act provides that in the event that both Misael Rodriguez and his spouse to whom he was married on the date upon retirement die before their children reach the age of 18 the payments that would otherwise have been made to Misael Rodriguez' spouse shall be payable, per stirpes, to each surviving children under the age of 18; provided, however, that payments shall continue for the benefit of a surviving child 18 years or older who, on or before the date of death of Misael Rodriguez or his spouse to whom he was married on the date upon retirement, whichever is later, had been medically determined to be permanently physically or mentally incapacitated from earning or for the benefit of a child under the age of 22 who is enrolled as a full-time student as determined by the criteria of the educational institution.

The provisions of said act shall take effect immediately upon passage.

It is the recommendation of Mayor Domenic J. Sarno, City Councilor Michael Fenton and City Councilor Lavar Click-Bruce that this Act should be passed by the City Council. After review by the Law Department, the Act complies with all form requirements. If you have any questions regarding this report, please feel free to contact me or the sponsors.

The Commonwealth of Massachusetts

In the Year Two Thousand Twenty Four

AN ACT REGARDING THE DISABILITY PENSION FOR MISAEL RODRIGUEZ ADMINISTERED BY THE SPRINGFIELD RETIREMENT BOARD

***Be it enacted by the Senate and House of Representatives in General Court assembled,
and by the authority of the same, as follows:***

SECTION 1. (a) Notwithstanding any general or special law to the contrary, the Springfield retirement board shall increase the accidental disability retirement allowance payable to Misael Rodriguez, a retired officer of the police department of the city of Springfield who, as a result of severe physical injuries sustained during a violent felonious assault while in the performance of his duties on November 5, 2020, is totally and permanently incapacitated from performing the essential duties of a police officer.

(b) The annual amount of pension payable to Misael Rodriguez shall be equal to the regular rate of compensation which would have been paid had he continued in service as a police officer of the city of Springfield at the grade held by him at the time of his retirement until his death or reaching mandatory retirement age, whichever comes first. All amounts paid under this act shall be non-taxable to the extent allowable under state and federal law.

(c) Upon attaining the mandatory retirement age for a police officer of the city of Springfield, Misael Rodriguez shall receive a pension pursuant to section 7 of said chapter 32, a yearly amount of pension equal to 80 per cent of the annual rate of the compensation he was receiving on the day before he reaches the mandatory retirement age for a police officer in the city of Springfield.

(d) Notwithstanding any general or special law to the contrary, the benefits granted herein shall be funded and administered by the Springfield retirement board, consistent with and subject to chapter 32 of the General Laws.

SECTION 2. Notwithstanding any general or special law to the contrary, Misael Rodriguez shall be entitled to receive indemnification for all hospital, medical and related expenses that have been or may be incurred after the date of his retirement as a result of the injuries sustained by him while in the performance of his duties on November 5, 2020, in accordance with sections 100 and 100B of chapter 41 of the General Laws.

SECTION 3. Notwithstanding any general or special law to the contrary, the Springfield retirement board shall forthwith pay to said Misael Rodriguez the amount credited to him

as accumulated total deductions in the annuity savings fund of the Springfield retirement board as of the effective date of this act.

SECTION 4. Notwithstanding any general or special law to the contrary, if Misael Rodriguez was married upon retirement then, upon his death, if he is still married to the spouse he was married to upon retirement then, should his spouse to whom he was married on the date upon retirement survive him, the retirement board of the city of Springfield shall pay to the spouse an annuity in the amount of 75 per cent of the amount of the pension which otherwise would have been payable to Misael Rodriguez until the spouse's death. The pension benefits provided for in this section and section 1 shall be subject to section 103 of chapter 32 of the General Laws.

SECTION 5. In the event that both Misael Rodriguez and his spouse to whom he was married on the date upon retirement die before their children reach the age of 18 the payments that would otherwise have been made to Misael Rodriguez' spouse shall be payable, per stirpes, to each surviving children under the age of 18; provided, however, that payments shall continue for the benefit of a surviving child 18 years or older who, on or before the date of death of Misael Rodriguez or his spouse to whom he was married on the date upon retirement, whichever is later, had been medically determined to be permanently physically or mentally incapacitated from earning or for the benefit of a child under the age of 22 who is enrolled as a full-time student as determined by the criteria of the educational institution.

SECTION 6. This act shall take effect upon its passage.

*To the Honorable Senate and House of Representatives of the Commonwealth of
Massachusetts In the General Court Assembled.*

The undersigned, Domenic J. Sarno, Mayor of the City of Springfield, in the name and on behalf of said City, and in the pursuance of an order, a duly attested copy of which is hereto annexed, petition the General Court for legislation entitled “**AN ACT REGARDING THE DISABILITY PENSION FOR MISAEI RODRIGUEZ ADMINISTERED BY THE SPRINGFIELD RETIREMENT BOARD,**” in substantially the same form as a draft Act attached hereto.

Respectfully submitted,

Domenic J. Sarno, Mayor
City of Springfield
36 Court Street
Springfield, MA 01103

CITY OF SPRINGFIELD

In the City Council July 8, 2024

ORDERED, that the mayor be, and hereby is authorized on behalf of the City of Springfield, to take any and all steps necessary to secure the passage by the General Court of the special legislation entitled “**AN ACT REGARDING THE DISABILITY PENSION FOR MISAEL RODRIGUEZ ADMINISTERED BY THE SPRINGFIELD RETIREMENT BOARD**” in substantially the same form as a draft Act attached hereto, except for clerical or editorial errors.



City Council

SCHEDULED

Meeting: 07/08/24 07:00 PM
Initiator: Ciara Hanlon
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8133

24

Transfer - Stabilization Reserve to City Retirement Account - \$500,000.00 (Mayor Sarno)

WHEREAS, the City Council has approved the Special Act: 'An Act Regarding the Disability Pension for Misael Rodriguez Administered by the Springfield Retirement Board' ("Act"); and

WHEREAS, the Act will be sent to the Massachusetts General Court for passage; and

WHEREAS, if passed by the General Court and signed by the Governor, the Act shall take effect upon that execution; and

WHEREAS, the pension benefits to be administered in accordance with the Act were not originally included in the FY25 Adopted Budget; and

WHEREAS, to meet the expenses of the City of Springfield, pursuant to Mass. Gen. Laws Ch. 44, Section 33B, Ch. 59, Section 23 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 \$500,000.00 from the City's Stabilization Reserve to the City Retirement account for costs associated with the City's compliance with the Act; 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 \$500,000.00 from the Stabilization Reserve to the City Retirement account.

From:

Stabilization Reserve Fund

8213-104000

\$500,000.00

To:

City Retirement Account

01909110-517020

\$500,000.00

Order (ID # 8133)

Meeting of July 8, 2024

FINANCIAL IMPACT:

Transfer - Stabilization Reserve to City Retirement Account - \$500,000.00

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance



To: Springfield City Council
From: Cathy Buono, Chief Administrative & Financial Officer
Date: July 8th, 2024
Re: Order for Council Meeting 07/08/24
CC: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the July 8, 2024 City Council meeting, which requests a transfer of \$500,000.00 from the Stabilization Reserve Fund into the City Retirement account.

Background: If the Special Act titled ‘An Act Regarding the Disability Pension for Misael Rodriguez Administered by the Springfield Retirement Board’ (“Act”) is passed by the Massachusetts General Court, the Act will take effect upon execution of the Governor’s signature. This transfer is necessary to administer the pension benefits associated with the Act that were not originally included in the FY25 Adopted Budget.

Account #	Account Description	Transfer Out	Transfer In
8213-104000	Stabilization Reserve Fund	\$ 500,000.00	
01909110-517020	City Retirement Account		\$ 500,000.00
		\$ 500,000.00	\$ 500,000.00

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.



City Council

SCHEDULED

Meeting: 07/08/24 07:00 PM
Initiator: Trevor Crawford
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8129

25

Chapter 268 of the Acts of 2022 Economic Development Bill Earmark - No Match Required - \$500,000 (Mayor Sarno)

WHEREAS, the Office of Planning & Economic Development (OPED) has been awarded the Chapter 268 of the Acts of 2022 Economic Development Bill Earmark of \$500,000 from the Executive Office of Economic Development; and

WHEREAS, the grant is to support Latino Economic Development Corp's Springfield Micro businesses Program; focused on minority-owned and woman owned businesses.

WHEREAS, the Department intends to use the grant funds for projects that will support such initiative; 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 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:

**Chapter 268 of the Acts of 2022 Economic Development Bill Earmark - No
Match Required - \$500,000**



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	6/27/24
Department Requesting Grant Setup	Comm Dev
Department Phone # (Please include extension)	X6082
Name and Title of Person to Contact in Case of Questions	Amanda Pham

Was this Grant previously setup for a prior fiscal year?
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
X	State – City
	Private/Other

Grant Name: Chapter 268 of the Acts of 2022 Economic Development Bill Earmark

Total Grant Amount Awarded: \$ 500,000

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 Economic Development
Contact Person	Joseph Harrington
Street Address	1 Ashburton Pl (Rm 2101)
City, State, Zip Code	Boston MA
Telephone	617-352-2555
Fax	
E-Mail	joseph.d.harrington@mass.gov

Actual Award Date

Board Approval Date

Start Date

Expiration Date 6/30/26

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage?

Source

Amount

Comments re: Description/Purpose of Grant

Latino Economic Development Corp's Springfield Microbusinesses Program; focused on minority-owned and women owned businesses.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

24FRWRDERMKSPFLDLEDG

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:

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.

Amanda Pham
Signature

6/27/24
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.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



25.a

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: City of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Economic Development MMARS Department Code: EED	
Legal Address: (W-9, W-4): 36 Court Street, Springfield, MA 01103		Business Mailing Address: 1 Ashburton Pl. Room 2101, Boston, MA 02108	
Contract Manager: Brian Connors	Phone: 413-787-6664	Billing Address (if different):	
E-Mail: bconnors@springfieldcityhall.com	Fax:	Contract Manager: Joseph Harrington	Phone: 617-352-2555
Contractor Vendor Code: VC6000192140		E-Mail: Joseph.D.Harrington@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 24FRWRDERMKSPFLDLEDC Reporting Code: CSFHEDLED	
		RFR/Procurement or Other ID Number: Ch. 268 Acts of 2022	
☒ 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). \$ <u>500,000</u> .			
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.) This contract is to fund the project designated in Chapter 268 of the Acts of 2022 Economic Development Bill to promote economic development, strengthen health and human services, advance clean energy, expand affordable housing, and invest in local communities, businesses, and workers: Account #:1599-6063 – provided further, that not less than \$500,000 shall be expended for a matching grant program for minority-owned and women-owned microbusinesses in the city of Springfield"			
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 no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of ____, 20 ____, 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, 2026</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: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____	



City Council

SCHEDULED

Meeting: 07/08/24 07:00 PM
Initiator: Robert Shewchuk
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8125

26

Appropriation Order for Taking Damages for Nine (9) Properties on Liberty Street \$634,000.00 (Mayor (Mayor Sarno))

WHEREAS, the Office of Planning and Economic Development has requested that the Springfield City Council approve an Order of Taking authorizing an eminent domain taking of nine (9) parcels of real property in Springfield, Massachusetts located on Liberty Street as more particularly described in the Order of Taking which has been filed with the City Council; and

WHEREAS, such takings are necessary to obtain fee simple rights to the subject property which is necessary for the purpose of consolidating and expanding Hogan/Abbey Brook preservation land; and

WHEREAS, Chapter 44B funds used require a conservation restriction on the lands acquired with community preservation funds for open space and recreation. The City will own the land but a separate land stewardship agreement with a third party for monitoring of the land in perpetuity is required; and

WHEREAS, the City obtained appraisals of the value of the property rights and easements and requests the City Council to appropriate the funds necessary to compensate the property owner for the eminent domain takings of the property rights; and

WHEREAS, the City will use the funds herein appropriated for the purpose of paying the award of damages to the property owner in the amount of \$634,000.00, to be paid from the following accounts: \$500,000 paid by CPA Funds, and the remaining \$134,000 paid by Pay-Go Capital.

WHEREAS, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in his professional opinion, 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 the appropriation of funds described herein for purposes of compensating the property owner for the proposed eminent domain taking of as described in the Order of Taking, 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; and

IT IS ORDERED, that pursuant to its authority under Mass. Gen. Laws Chapter 43, Section 30, Mass. Gen. Laws Chapter 79, Mass. Gen. Laws Chapter 44, Section 32, and Chapter 468 of the Acts of 2008, the City Council hereby appropriates the sum of Six Hundred Thirty-Four Thousand and 00/100 Dollars (\$634,000.00) for the payment of damages for the anticipated takings of nine (9) parcels located on Liberty Street in Springfield, MA, as described in the Order of Taking, to obtain the fee simple rights needed for the Project, to be paid from the following accounts:

Account No.: 21001720-584000-ABCAE
Account No.: 34161330-584000-ABCAE

\$500,000.00 (CPA Funds)
134,000.00 (Pay-Go Capital)

Order (ID # 8125)

Meeting of July 8, 2024

Total **\$634,000.00**



City Council

SCHEDULED

Meeting: 07/08/24 07:00 PM
Initiator: Robert Shewchuk
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8126

27

Order of Taking of Land for Community Preservation (Mayor Sarno)

IT IS ORDERED THAT the City Council, acting pursuant to Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, upon the request of the Office of Planning and Economic Development, does hereby take by eminent domain in the name and on behalf of the said City of Springfield, nine (9) Fee Takings in the City of Springfield, for purposes of consolidating and expanding Hogan/Abbey Brook preservation land. Chapter 44B funds used require a conservation restriction on the lands acquired with community preservation funds for open space and recreation. The City will own the land but a separate land stewardship agreement with a third party for monitoring of the land in perpetuity is required. A conservation restriction and land management agreement is required for all lands acquired with community preservation funds for open space and recreation, which can be found attached to this Order as Exhibit A and incorporated herein by reference. The affected parcels are located on Liberty Street, in Springfield, MA..

An appropriation of money has been duly made for this purpose by an Order approved by the City Council on this date.

Such fee takings are taken together with all rights therein, both legal and equitable, including all privileges, appurtenances, restrictions, conditions, and all estates and rights of reverter, together with all trees upon said land and improvements, but excluding commercial signs, affixed to said land, excepting easements, rights, and interests specifically reserved herein.

The property rights to be taken are described below:

SECTION I - FEE TAKINGS:

The City is taking the following parcels in fee, for purposes of uniting the eastern and western portions of the conservation area that includes Abbey Brook. The ownership of said parcels is stated herein only insofar as said ownership is known or has been determined by the City Council, and accordingly, is so stated and shown only as a matter of information and belief.

Parcel ID 077700404: REAR LIBERTY STREET, Springfield Massachusetts 01104

The land in Springfield, Hampden County, Massachusetts, with buildings thereon, being more particularly described as shown as Parcel A on a Plan entitled "Compiled Plan of Land for the Estate of Peter F. Hogan", dated November, 1983, revised May, 1984, and recorded in Hampden County Registry of Deeds in Book of Plans 218, Pages 34 and 35, said property being more particularly bounded and described as follows:

Commencing at a point at the Southeasterly corner of parcel "C" as shown on said plan and thence running:

Southeasterly S 1 38' 15" E a distance of twenty (20.00) feet along Maura Street, thence turning and running; Northeasterly N 88 21' 45" E a distance of two hundred sixty seven (267.00) feet along parcel "B" as shown on said plan to a point, thence turning and running; Northeasterly N 21 08' 05" E a distance of ninety-two (92.00) feet along parcel "B" as shown on said plan to a point, thence turning and running; Southeasterly S 68 51' 55" E a distance of thirty (30.00) feet along parcel "B" as shown on said plan to a point, thence turning and running; Northeasterly N 21 08' 05" E a distance of twenty (20.00) feet along parcel "B" as shown on said plan to a point; thence turning and running; Southeasterly S 68 51' 55" E a distance of seventy-seven (77.00) feet along parcel "C" as shown on said plan to a point, thence turning and running; Southwesterly S 7 33' 23" W a distance of forty-two and 39/100 (42.39) feet along parcel "C" as shown on said plan to a point, thence turning

and running; Northeasterly N 88 21' 45" E a distance of one hundred thirty one and 76/100 (131.76) feet along parcel "C" as shown on said plan to the point of beginning.

Said premises being known as parcel "A" on the aforementioned Plan and containing 12,143 square feet.

Subject to a fifteen (15.00) foot Right of Way to Liberty Ice & Fuel Company as shown on the aforementioned plan.

Meaning and intending to convey all the right, title and interest to the property herein described.

BEING the same premises conveyed to O'CONNELL OIL ASSOCIATES, INC by deed dated October 29, 1999 and recorded in the Hampden County Registry of Deeds, Book 11000, Page 270 on November 15, 1999.

Parcel ID 077700402: REAR LIBERTY STREET, Springfield Massachusetts 01104

The land in Springfield, Hampden County, Massachusetts, being more particularly described as Parcel C on a Plan entitled "Compiled Plan of Land for the Estate of Peter F. Hogan", dated November, 1983, revised May, 1984, and recorded in Hampden County Registry of Deeds of Book of Plans 218, Pages 34 & 35.

BEING the same premises conveyed to O'CONNELL OIL ASSOCIATES, INC by deed dated October 29, 1999 and recorded in the Hampden County Registry of Deeds, Book 11000, Page 271 on November 15, 1999.

Parcel ID 077700409: E S LIBERTY STREET, Springfield Massachusetts 01104

Land in Springfield, Hampden County, Massachusetts, being more particularly described as shown on a plan entitled "Plan of land, Liberty & Maura Streets, Springfield, Mass., owned by estate of Peter F. Hogan", dated January 1988, update July 1988, and recorded in the Hampden County Registry of Deeds on September 9, 1988 in Book of Plans 260, Page 10.

Subject to drainage and sewer easements set forth in two takings by the City of Springfield, dated April 17, 1955 and recorded in Book 2379, Pages 419 and 420.

Subject to a sidewalk slope easement, dated March 20, 1984 and recorded in Book 521, Page 108.

Subject to the stormwater drain easement and sanitary sewer easement as set forth in an instrument of taking by the City of Springfield dated June 8, 1959 and recorded as aforesaid in Book 2684, Page 485; as shown on plans recorded in Book of Plans 71, Page 110, et seq.

Subject to easements granted to Western Massachusetts Electric Company and New England Telephone and Telegraph Company, dated June 28, 1955 and recorded aforesaid in Book 2399, Page 402.

Subject to The Abbe Brook Easement as shown on plans recorded as aforesaid in Book of Plans 219, Page 126 and Book of Plans 260, Page 10.

Subject to rights of others lawfully entitled to Hogan Street as shown on an unrecorded plan, if in force and applicable.

Conveyed together with the benefits set forth in Land Court Document No. 69396.

Being the same premises conveyed to O'CONNELL OIL ASSOCIATES, INC by deed dated July 13, 1998 and recorded in the Hampden County Registry of Deeds, Book 10368, Page 78 on July 15, 1998.

Parcel ID 077700413: REAR LIBERTY STREET, Springfield Massachusetts 01104

The land in the City of Springfield, in the County of Hampden. Commonwealth of Massachusetts, which is known and designated as Lot 7 as shown on a Plan entitled "Pln of Land in the City of Springfield, Massachusetts, Hampden County Prepared for Richard Allen", and drawn by Durkee, White Towne & Chapdelaine dated October 1, 1997 and approved by the City of Springfield Planning Board on November 5, 1997 and recorded in Hampden County Registry of Deeds in Book of Plans 306, Page 13.

Subject to restrictions of record.

This conveyance is not a sale of substantially all of the assets of Contemporary Properties Trust.

Being the same premises conveyed to O'CONNELL OIL ASSOCIATES, INC by deed dated October 29, 1999 and recorded in the Hampden County Registry of Deeds, Book 11000, Page 272 on November 15, 1999.

Parcel ID 077700403: S. S. LIBERTY STREET, Springfield Massachusetts 01104

The land, together with the buildings and improvements situated thereon, commonly known as and numbered 1181-1183 Liberty Street, Springfield, Hampden County, Massachusetts, more particularly described as follows:

Beginning at an iron pin in the easterly line of Liberty Street located ninety-eight and 38/100 (98.38) foot northerly of the second angle in said easterly line northerly of Whitaker Street, said point of beginning being also about seven hundred thirty-six and 78/100 (736.78) feet northerly of the easterly line of Whitaker Street; thence running

EASTERLY at an interior angle of 90° ninety-six (96) feet to an iron pipe; thence running

NORTHERLY at an interior angle of 90° one hundred (100) feet to an iron pipe; thence running

WESTERLY at an interior angle of 90° ninety-six (96) feet to an iron pipe in the said easterly line of Liberty Street; and thence running

SOUTHERLY along said Liberty Street a distance of one hundred (100) feet to the point of beginning. Said land being bounded northerly, easterly and southerly by other land now or formerly of Peter F. Hogan and Anna D. Hogan.

Subject to and together with rights of way referred to in a certain deed recorded at the Hampden County Registry of Deeds in book 6123, Page 524, to the extent the same are in force and applicable.

Being the same premises conveyed to O'CONNELL OIL ASSOCIATES, INC by deed dated August 13, 1999 and recorded in the Hampden County Registry of Deeds, Book 10916, Page 43 on September 3, 1999.

Parcel ID 077700405: REAR LIBERTY STREET, Springfield Massachusetts 01104

The land with all the buildings and improvements thereon, situated in Springfield, Hampden County Massachusetts and bounded and described as follows:

Beginning at an iron pipe in the easterly line of Liberty Street located ninety-eight and 38/100 (98.38) feet Northerly of the second angle in said easterly line North of Whitaker Street, said point of beginning being also seven hundred thirty-six and 60/100 (736.60) feet Northerly of the northerly line of said Whitaker Street and from said point of the beginning running thence;

N. 21° 08' 08" E. by said Liberty Street two hundred sixty-five and 05/100 (265.05) feet to a point distant twenty-five feet Southerly of land now or formerly of Springfield Properties, Inc; thence running

S. 68° 51' 55" E. by land now or formerly of Peter F. Hogan two hundred sixty-four and 36/100 (264.36) feet to the westerly line of Maura Street; thence running

S. 1° 38' 15" E. by said westerly line of Maura Street one hundred fifty-eight and 35/100 (158.35) feet; thence running

S. 87° 47' 48" W. along land now formerly of Peter F. Hogan one hundred forty-two and 29/100 (142.29) feet; thence running

N. 68° 51' 55" W. along last named land ninety-nine (99) feet; thence running

S. 21° 08' 05" W. along last named land sixty-two and 67/100 (62.67) feet; thence running

N. 68° 51' 55" W. along last named land ninety-six (96) feet to the easterly side of Liberty Street at the point of beginning.

Being the same premises conveyed to O'CONNELL OIL ASSOCIATES, INC by deed dated November 4, 1997 and recorded in the Hampden County Registry of Deeds, Book 10062, Page 312 on November 10, 1997.

Parcel ID 077700412: REAR LIBERTY STREET, Springfield Massachusetts 01104

The land with all the buildings and improvements thereon, situated in Springfield, Hampden County Massachusetts and bounded and described as follows:

Beginning at an iron pipe in the easterly line of Liberty Street located ninety-eight and 38/100 (98.38) feet Northerly of the second angle in said easterly line North of Whitaker Street, said point of beginning being also seven hundred thirty-six and 60/100 (736.60) feet Northerly of the northerly line of said Whitaker Street and from said point of the beginning running thence;

N. 21° 08' 08" E. by said Liberty Street two hundred sixty-five and 05/100 (265.05) feet to a point distant twenty-five feet Southerly of land now or formerly of Springfield Properties, Inc; thence running

S. 68° 51' 55" E. by land now or formerly of Peter F. Hogan two hundred sixty-four and 36/100 (264.36) feet to the westerly line of Maura Street; thence running

S. 1° 38' 15" E. by said westerly line of Maura Street one hundred fifty-eight and 35/100 (158.35) feet; thence running

S. 87° 47' 48" W. along land now formerly of Peter F. Hogan one hundred forty-two and 29/100 (142.29) feet; thence running

N. 68° 51' 55" W. along last named land ninety-nine (99) feet; thence running

S. 21° 08' 05" W. along last named land sixty-two and 67/100 (62.67) feet; thence running

N. 68° 51' 55" W. along last named land ninety-six (96) feet to the easterly side of Liberty Street at the point of beginning.

Being the same premises conveyed to O'CONNELL OIL ASSOCIATES, INC by deed dated November 4, 1997 and recorded in the Hampden County Registry of Deeds, Book 10062, Page 312 on November 10, 1997.

Parcel ID 077700415: S. S. LIBERTY STREET, Springfield Massachusetts 01104

The land with all the buildings and improvements thereon, situated in Springfield, Hampden County Massachusetts and bounded and described as follows:

Beginning at an iron pipe in the easterly line of Liberty Street located ninety-eight and 38/100 (98.38) feet Northerly of the second angle in said easterly line North of Whitaker Street, said point of beginning being also seven hundred thirty-six and 60/100 (736.60) feet Northerly of the northerly line of said Whitaker Street and from said point of the beginning running thence;

N. 21° 08' 08" E. by said Liberty Street two hundred sixty-five and 05/100 (265.05) feet to a point distant twenty-five feet Southerly of land now or formerly of Springfield Properties, Inc; thence running

S. 68° 51' 55" E. by land now or formerly of Peter F. Hogan two hundred sixty-four and 36/100 (264.36) feet to the westerly line of Maura Street; thence running

S. 1° 38' 15" E. by said westerly line of Maura Street one hundred fifty-eight and 35/100 (158.35) feet; thence running

S. 87° 47' 48" W. along land now formerly of Peter F. Hogan one hundred forty-two and 29/100 (142.29) feet; thence running

N. 68° 51' 55" W. along last named land ninety-nine (99) feet; thence running

S. 21° 08' 05" W. along last named land sixty-two and 67/100 (62.67) feet; thence running

N. 68° 51' 55" W. along last named land ninety-six (96) feet to the easterly side of Liberty Street at the point of beginning.

Being the same premises conveyed to O'CONNELL OIL ASSOCIATES, INC by deed dated November 4, 1997 and recorded in the Hampden County Registry of Deeds, Book 10062, Page 312 on November 10, 1997.

Parcel ID 077700411: E. S. LIBERTY STREET, Springfield Massachusetts 01104

Land is Springfield, Hampden County, Massachusetts, being more particularly described as shown on a plan entitled "PLAN OF LAND, LIBERTY & MAURA STREETS, SPRINGFIELD, MASS., OWNED BY ESTATE OF PETER F. HOGAN", dated January 1988, Up-Date July 1988, and recorded in the Hampden County Registry of Deeds on September 9, 1988 in Book of Plans 260, Page 10.

Subject to drainage and sewer easements set forth in two takings by the City of Springfield, dated April 17, 1955 and recorded in Book 2379, Pages 419 and 420.

Subject to a sidewalk slope easement, dated March 20, 1984 and recorded in Book 521, Page 108.

Subject to the stormwater drain easement and sanitary sewer easement as set forth in an instrument of taking by the City of Springfield dated June 8, 1959 and recorded as aforesaid in Book 2684, Page 485; as shown on plans recorded in Book of Plans 71, Page 110, et seq.

Subject to easements granted to Western Massachusetts Electric Company and New England Telephone and Telegraph Company, dated June 28, 1955 and recorded as aforesaid in Book 2399, Page 402.

Subject to the Abbe Brook Easement as shown on plans recorded as aforesaid in Book of Plans 219, Page 126 and Book of Plans 260, Page 10.

Subject to rights of others lawfully entitled to Hogan Street as shown on an unrecorded plan, if in full force and applicable.

Conveyed together with the benefits set forth in Land Court Document No. 69396.

Being the same premises conveyed to O'CONNELL OIL ASSOCIATES, INC by deed dated July 13, 1998 and recorded in the Hampden County Registry of Deeds, Book 10368, Page 78 on July 15, 1998.

AWARD OF DAMAGES

It is ORDERED that the City of Springfield makes the following awards for damages sustained by the owner/owners, and mortgagees of record and others as required by law, having an interest in the area or areas hereinbefore described in the taking of or injury to his/their/its property by reason of the taking of the permanent easement and temporary construction easements taken for the purposes of the Project described above, including any improvements, trees or shrubs:

Damages for Fee Takings:

<u>PARCEL ID</u>	<u>ADDRESS</u>	<u>AREA</u>	<u>DAMAGES</u>
Parcel ID 077700404:	REAR LIBERTY STREET	12,143 square feet	\$33,429.00
Parcel ID 077700402:	REAR LIBERTY STREET	22,509 square feet	\$61,999.38
Parcel ID 077700409:	E S LIBERTY STREET	937 square feet	\$2,662.49
Parcel ID 077700413:	REAR LIBERTY STREET	51,849 square feet	\$142,444.58
Parcel ID 077700403:	S. S. LIBERTY STREET	13,630 square feet	\$37,511.68
Parcel ID 077700405:	REAR LIBERTY STREET	11,578 square feet	\$31,877.80
Parcel ID 077700412:	REAR LIBERTY STREET	18,283 square feet	\$50,286.67
Parcel ID 077700415:	S. S. LIBERTY STREET	10,793 square feet	\$29,722.40
Parcel ID 077700411:	E. S. LIBERTY STREET	88,862 square feet	\$244,066.00
TOTAL FOR ALL TAKINGS COMBINED:			\$634,000.00

The property rights described above are taken subject only to such interests of mortgagees and others as are required by law, and are subject to the prior payment of any unpaid taxes, water and sewer use charges, betterments, if any, to the City of Springfield, MA.

Subject to the restriction that the land shall be used SOLELY FOR UNDEVELOPED OPEN SPACE AND FOR PERMENENT CONSERVATION AND PUBLIC PASSIVE RECREATIONAL PURPOSES.

Subject to the restrictions listed in the Interdepartmental Grant Agreement for Community Preservation attached hereto as Exhibit A.

It is further ORDERED: that the City Treasurer be and is hereby authorized to pay said sums to the owners of the land specified above, or to their heirs, successors, or assigns when the same shall become payable as above provided;

that no damages be awarded, other than those above mentioned, inasmuch as no other damages will be sustained by any person, firm, or corporation in their land abutting the public way by reason of laying out and construction of the project within the limits described herein;

that no assessments be levied;

that the City Clerk, in the name and on behalf of the City, is hereby directed to give notice in compliance with Chapter 79 of the Massachusetts General Laws;

that within 30 days after the adoption of this order, the City Clerk is hereby ordered to certify and record a copy hereof, together with the aforementioned Plans, in the Hampden County Registry of Deeds.

Approved by the City Council on _____, 2024:

Gladys Oyola-Lopez City Clerk

A true copy attest:

Approved pursuant to Mass. Gen. Laws ch. 43, sec. 30:

Domenic J. Sarno

Mayor

Date signed: _____

CITY CONTRACT NO. _____

**INTERDEPARTMENTAL GRANT AGREEMENT FOR
A COMMUNITY PRESERVATION COMMITTEE PROJECT
FOR THE ABBEY BROOK CONSERVATION AREA EXPANSION PROJECT
BY THE CITY OF SPRINGFIELD
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**

Upon execution by all parties, this Interdepartmental Grant Agreement (“Agreement”) shall be effective on or about June 30, 2024, by and between the City of Springfield (the “City”), a Massachusetts municipal corporation, having its usual place of business at 36 Court Street, Springfield MA 01103, acting by and through its **Community Preservation Committee** (“CPC” or “Grantor”), and the City of Springfield acting by and through its **Office of Planning & Economic Development** (“Grantee”), having an address of 70 Tapley Street, Springfield MA 01104. Grantor and Grantee shall be collectively known herein as the “Parties”.

WITNESSETH:

WHEREAS, the CPC invited submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, M.G.L. c. 44B (the “Act”); and

WHEREAS, Grantee submitted to the CPC an application for funds under the Act, in the Category of Open Space, a copy of which is attached hereto as Exhibit A and the parcel maps attached hereto as Exhibit E, and the Order of Taking attached hereto as Exhibit F and incorporated herein (the “Application”), for the acquisition of nine parcels or approximately 5.3 acres of privately owned land in order to unite the eastern and western portions of the conversation area that includes Abbey Brook; the location of proposed project is the East Side of Liberty Street for nine (9) Parcels beginning with 77700 and ending in: 402, 403, 404, 405, 409, 411, 412, 413, 415, Springfield, Massachusetts 01107

WHEREAS, the CPC reviewed and approved the Application, and recommended that City Council appropriate CPA funds for the Project in the amount of \$500,000.00, with certain terms and conditions set forth in Exhibit B; and

WHEREAS, the Grantee will agree to a permanent conservation restriction, with certain terms and conditions set forth in Exhibit C; and

WHEREAS, the Grantee will agree to land stewardship and monitoring by a third party in cooperation with the City and its Conservation Commission; and

WHEREAS, on September 27, 2023, the City Council approved an Order appropriating \$250,000.00 from the FY2022 Undesignated Reserve and \$250,000.00 from the FY2023 Undesignated Reserve for the Project from which was approved by the Mayor (Exhibit D);

NOW THEREFORE, the Grantor and the Grantee agree to the following terms and conditions with respect to the Grant and the Project:

Agreement

1. Term: This Agreement shall be effective upon execution by the Parties, and the conservation restriction shall continue into perpetuity.
2. Project and Not to Exceed Award of Funds: Upon the execution of this Agreement by the Parties, the Grantor agrees to award the Grantee a CPA Grant in the amount of **\$500,000.00** ("Grant Funds") for the **Abbey Brook Conservation Area Expansion Project** ("Project") described in Exhibit A, as modified by Exhibit B, on the condition that Grantee shall use the Grant Funds only for the purposes of the Project. Grantee may draw down CPA funds as needed for associated costs of the Abbey Brook Conservation Area Expansion. The Grantee's contact person for this Grant is: Tim Sheehan, Chief Development Officer, City of Springfield.
3. Conditions. See Exhibit B.
4. Preservation Restriction Requirement. See Exhibit C. COMMUNITY PRESERVATION FUND ALLOWABLE SPENDING PURPOSES (G.L. c. 44B, § 5) The acquisition of Open Space using CPA funds require a preservation restriction for property interest obtained by gift, purchase, devise, grant, rental, rental purchase, lease or otherwise. Only includes eminent domain taking as provided by G.L. c. 44B. The CR is a legal document, approved by the state's Executive Office of Energy and Environmental Affairs (EEA) and filed at the Registry of Deeds, which details exactly what activities can and cannot take place on the parcel of land in question. An Activity and Use is filed with the Department of Environmental Protection.
5. Third Party Land Stewardship. Permanent monitoring of the site. Any stewardship endowment cost is the responsibility of the City to secure. The "doctrine of merger" states the landowner and the holder of the Conservation Restriction must be two separate legal entities. Regular maintenance and debris or cleanup remain the responsibility of the landowner.
6. Contract Documents. The Contract Documents consist of this Agreement and all documents attached hereto or referenced herein as Exhibits. The Contract Documents constitute the entire agreement between the parties concerning the Project.
7. Inspection of Documents, Right to Audit. The City and/or the CPC shall have the right, upon reasonable prior notice to Grantee, to review any and all documents related to the Project, to evaluate the Grantee's compliance with the Project and the Grant requirements.
8. Reports. The Grantee is responsible for all Project reporting, and shall submit any and all Project Progress Reports, on a timely basis as required by this Agreement.
9. Supplementary Information: The Grantor reserves the right to require supplementary information from Grantee regarding any and all periodic and/or final reports.

10. Default; Termination.

- a) In the event Grantee fails to fulfill any of its obligations under this Agreement, as determined by the Grantor, and such failure is not cured within thirty (30) days after the Grantor has given written notice to Grantee specifying such failure, the Grantor shall have the right, in its sole discretion, to terminate this Agreement. Upon receipt of said termination notice, Grantee shall cease to incur additional expenses in connection with this Agreement, and shall return all unexpended Grant Funds to the Grantor.

10. Maximum Liability of the City. The Grantor's sole obligation hereunder shall be to make the payment specified in Section 2 of this Agreement, and the Grantor shall be under no further obligation or liability. The City's maximum liability for this Agreement is **\$500,000.00**.

11. Conflict Of Interest

- a) The Grantee covenants that it has no interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Grantee further covenants that in the performance of this Project, no person having such interest shall be employed by it.
 - b) No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the City and no other public official of the City who exercises any functions or responsibilities with respect to the performance of the Project herein during his/her or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the proceeds thereof, for the work to be performed under this Project.
12. Compliance with Laws. Grantee shall comply with all federal, state and local laws, rules, regulations and orders applicable to the Work performed pursuant to this Agreement.

[INTENTIONALLY LEFT BLANK SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date the same is executed by all parties listed below:

GRANTEE:

 Tim Sheehan
 Chief Development Officer
 Office of Planning and Economic Development
 City of Springfield
 Date signed: _____

GRANTOR:

 Robert McCarroll,
 Chairman
 Community Preservation Committee
 City of Springfield
 Date signed: _____

Approved as to Form:

 City Solicitor
 Date signed: _____

Approved as to Appropriation:

 City Comptroller
 Date signed: _____

Reviewed:

 Chief Administrative and Financial Officer
 Date signed: _____

APPROVED:

 DOMENIC J. SARNO
 MAYOR
 Date signed: _____

EXHIBIT A

Application

Springfield Community Preservation Grant Application

Community Preservation Funds are available in four categories: Community Housing, Historic Resource, Open Space & Recreation. You may skip a question if it does not apply to your project. *IMPORTANT* If you click on any links in this application, you must use the back arrow to return to this application or you will lose your work. Be sure to save your application.

INTRODUCTION

Please read the [instruction and information pages on the CPC website](#) before proceeding with this application. Options to save and finish the application later are found at the bottom of this application.

Helpful additional resource links can be found on the [Home page](#) <https://www.springfield-ma.gov/finance/community-preservation>

Review the [DOR Community Preservation Fund Allowable Spending Purposes Chart](#) to determine if your project qualifies for CPA funding. Questions about this form or to receive a paper application, please call 413-530-1268 or by email cpc@springfieldcityhall.com

Applicant :

City of Springfield
Non-Profit Organization

Neighborhood where the project is proposed	Grant Request Amount
Liberty Heights	\$700,000.00

Location of proposed project

East Side of Liberty Street, Parcel Numbers Ending In: 402, 403, 404, 405, 409, 411, 412, 413, 415, Springfield, Massachusetts 01107

Name of Organization or Individual

Co-Applicants: OPED, Hungry Hill Neighborhood Council, Conservation Commission

Project/Program Title:

Acquisition of Abbey Brook Parcels

CPA program area— check all that apply. Once you make a selection, only the questions relating to that selection(s) will appear.

Open Space

Brief Project/Program Summary

The proposal is to fund the acquisition of approximately 5.3 acres of privately owned land in order to unite the eastern and western portions of the conversation area that includes Abbey Brook. The proposed project would consolidate and expand the existing Hogan/Abbey Brook tract, currently 75 acres. Acquiring this land mass would conjoin and connect two major parcels which are municipally-owned. This 5.3 acres sought for acquisition is an assemblage of nine (9) parcels that are a mixture of commercial and residential zoning. Most of the 5.3 acres is zoned Business A, making it eligible for extensive commercial development and deforestation.

Anticipated Start Date of Construction
9/1/2023

Anticipated completion date of project
5/1/2024

Applicant Contact Name and Title
Michael A. Fenton

Applicant Contact Phone Number
(413) 523-3223

Applicant Contact Email
mfenton@ssfpc.com

Website

Additional project partner email address
tquagliato@springfieldcityhall.com

Name of additional project partner
Tina Quagliato Sullivan

Applicant Contact Address
70 Tapley Street, Springfield, Massachusetts 01104

Grant Request

Grant Request Amount
\$700,000.00

Will you be seeking multi-year funding?
No

Total Project Budget
\$700,000.00

Total Sources of Committed Funding (excluding this grant request)
\$0.00

CPA request as % of project 100
List committed funds from all sources and agencies. If none write zero or none.
zero

Budget
O'Connell land Liberty 07770.xlsx

Sustainability
It will be maintained by the City of Springfield.

Fair Wage Compliance Certificate. Applies only to non-municipal projects.

Maps
Acquisition Map - Detailed.jpg
Acquisition Map.jpg

Parcel ID #
077700411

Applicant standing in property
Other

Comments
There are nine (9) parcels we are seeking to acquire. The parcel are identified on the attached maps. Their parcel numbers end in: 402, 403, 404, 405, 409, 411, 412, 413, 415

Is this project in a wetland or does it abut a wetland?

If so, has the Conservation Commission been informed?

Yes

Yes

If your proposal involves a city park/property have you contacted Department of Parks Building Recreation Management?
OPED

Has the appropriate City agency been contacted?
Yes

Has the appropriate Neighborhood Civic Association been contacted?
Yes

Project Details

PLEASE NOTE: You have the option of typing in a response or attaching a file. If your responses are lengthy, please upload a document. Be sure to label each document with a title.

Narrative (200 words or less)

Narrative (200 words or less)

The proposal is to fund the acquisition of approximately 5.3 acres of privately owned land in order to unite the eastern and western portions of the conversation area that includes Abbey Brook. The proposed project would consolidate and expand the existing Hogan/Abbey Brook tract, currently 75 acres. Acquiring this land mass would conjoin and connect two major parcels which are municipally-owned. This 5.3 acres sought for acquisition is an assemblage of nine (9) parcels that are a mixture of commercial and residential zoning. Most of the 5.3 acres is zoned Business A, making it eligible for extensive commercial development and deforestation. The 5.3 acres has been the subject to several proposed commercial developments over the years including a gas station and most recently a strip mall, which was a concept that was proposed by a developer last year. The land is surrounded by residential uses and conservation land that was once the home of Liberty Ice and a public/private park known as Hogan's Ponds. This joint application between the Springfield Office of Planning and Economic Development, the Hungry Hill Neighborhood Council, and the Springfield Conservation Commission seeks to return this land to public use and to connect two of the largest (but otherwise isolated and non-contiguous) conservation parcels in the City of Springfield. The end owner of the property could be the City, the ConCom, or the CPC.

Page 3 of 6

We have communicated with the property owner, who is interested in a friendly taking for this project. The current assessed value of the parcels making up the 5.3 acres which is sought for acquisition is \$661,600. For this reason, we are requesting \$700,000 to fund the acquisition of the parcels. It is the intent of the stakeholders that future funding will be pursued to clean, maintain, and place signage for this unification of critical conversation areas. By way of illustration, acquiring these 5.3 acres will create a conservation area that is almost twice the size of Hubbard Park in Indian Orchard. The conservation area has been historically underutilized, but we assert that this is partially due to the fact that the two major parcels have not been contiguous due to this private commercial property. Acquiring these parcels will breathe new life into this conservation area, which has hosted MA Department of Conversation and Recreation programing in the recent past. It would also be a great expansion of resources for the students at the Van Sickle School building and Academy Hill who have this conservation area in their back yard, as well as other residents and students from the area. the project would complete the vision that the neighborhood and the City have tried to realize for this site for over 30 years. Enclosed is a photo of then Mayor Neal from the Springfield Union News with then owner of the property Wilbur Hogan, who deeded much of this conservation land to the city for preservation of open space. If approved, this acquisition of land will complete the vision that the City and the neighbors have had for this property for over a generation. It has the full support of the neighborhood and the ConCom, which both voted unanimously to be co-applicants for this proposal.

Project Description (200 words or less)

Project Description

Acquisition of nine (9) privately owned parcels making up 5.3 acres. Purpose of acquisition is for conservation.

Applicant Experience

Applicant Experience

OPED and ConCom have extensive experience in these types of projects. Hungry Hill Neighborhood Council has been actively involved in monitoring this site for over 30 years.

Comments or additional information

Applicants acknowledges that CPC has a self-imposed \$250,000/yr cap on funding. We request that this cap be lifted for this project which is a unique opportunity to acquire to acquire business zoning property for conversation purposes. This is a rare opportunity and lifting the cap on funding should be considered accordingly. We may never see another opportunity like this one in Springfield again.

User experience. This is our first year using an on-line application. If you have suggestions to improve the form please let us know.

- 1.) You should revise the "Parcel ID" field to allow the applicant to list more than one parcel ID.
- 2.) You should review the neighborhood dropdown list. Liberty Heights was not listed as an "auto-fill" option.

Signature to Submit Application

The applicant certifies that all information in this application and all information furnished in support of this application is given for the purpose of obtaining a Community Preservation Act grant and is a true copy and is complete to the best of the applicant's knowledge and belief.

Michael A. Fenton

Instructions:

SAVE: (button on the far right) Use this option if you'd like to save the application and resume work later. Type an email address on the next screen and a link will be sent that allows you to continue a saved application.

SUBMIT FINAL APPLICATION: Once you press this button, your application is submitted and no changes to the form will be accepted. If there is a revision, please send an email to cpc@springfieldcityhall.com. Please do not fill out another application.

A pdf link to your application will appear after you hit the submit button. Please save the file to your computer and print 9 hard copies of the application and include any attachments.

Applications may be dropped off during the hours of 9:00 a.m. to 4:00 p.m. on Monday, March 27 through Thursday, March 30. THERE ARE TWO WAYS TO DELIVER APPLICATIONS. If mailed, post mark by March 30 or hand deliver to:

DROP OFF LOCATION:

A drop box will be located inside City Hall at the **Election Office Room 25**. Look for the box labeled "CPA Applications" or ask the Clerk. Please do not drop applications in the voting box located outside of the building.

Or mail :

Springfield Community Preservation Committee
% Election Office Room 25
36 Court Street

Springfield, MA 01103

If you have a question about any part of the application process, contact the Administrator by telephone 413-530-1268 or by email at klee@springfieldcityhall.com.

Deadline for Submission is March 30, 2023 at 4:00 p.m. for both digital and hardcopy submissions.

Upload any additional files or attachments.

Abbey Brook Expansion Support Letter.docx

AbbeySupport(CPA-3-28-2023).pdf

CPA_support_letter-Liberty_St.pdf

The Power of One Tree - The Very Air We Breathe _ USDA.pdf

City Trees and Soil Are Sucking More Carbon Out of the Atmosphere Than Previously Thought _ The Brink _ Boston University.pdf

Neal Hogan.jpg

Provide a list of all attachments included in this application.

1.) Support Letter from ConCom

2.) Support Letter from OPED

3.) Support Letter from Hungry Hill Neighborhood Council

4.) USDA Article - The Power of One Tree - The Very Air We Breathe

5.) Boston University Article - City Trees and Soil Are Sucking More Carbon Out of the Atmosphere Than Previously Thought

6.) News clipping from Springfield Union News celebrating Hogan donation of land to City

EXHIBIT A1

Letters of Support

EXHIBIT B

CPA FUNDING PROJECT MEMORANDUM

Abbey Brook Conservation Area Expansion Project, Springfield, Massachusetts 01151

Office of Planning and Economic Development and City of Springfield

Recommendation: \$500,000.00 (\$250,000.00 from the FY2022 Undesignated Reserve and \$250,000.00 from the FY2023 Undesignated Reserve)

Project Summary: The proposed project would consolidate and expand the existing Hogan/Abbey Brook tract, currently 75 acres. Acquiring this land mass would conjoin and connect two major parcels which are municipally-owned. This 5.3 acres sought for acquisition is an assemblage of nine (9) parcels that are a mixture of commercial and residential zoning.

Additional Funding Conditions:

1. The non-construction project will carry a CPA acknowledgement on any referenced material. When possible use the SCPC logo (without the committee tag). Send a copy of published material or summary to cpc@springfieldcityhall.com
2. A permanent sign/plaque upon completion (to be designed in cooperation with the SCPC) with the following language *(Project) Abbey Brook Conservation Area Expansion was made possible by the people of Springfield through the Community Preservation Act.*
3. Send a photo of the plaque on the project site to cpc@springfieldcityhall.com
4. If the grantee plans a media event or dedication, the SCPC shall be acknowledged and/or invited.
5. A press release from your office is expected.
6. Quarterly reports are required January 15, April 15, July 15 & October 15 starting three months after the contract is fully signed. A final report will include a photo of the signage once the project is complete.
7. The property shall be maintained and kept free of litter and debris. It is expected the grantee will pursue future funding to clean, maintain, and otherwise preserve the critical conversation areas.
8. A conservation restriction is expected to be attached to the deed and filed with the Registry of Deeds within a reasonable time period.
9. A land stewardship agreement with a third party is required to monitor the land in perpetuity.
10. Acquisition of parcels to be completed within one year of the contract date or unless otherwise specified.
11. Any funds not used should be returned to SCPC with a brief explanation and the amount. Send an email to cpc@springfieldcityhall.com

EXHIBIT C

Conservation Restriction (Draft)

Approval pending by the state's Executive Office of Energy and Environmental Affairs (EEA) and to be filed at the Registry of Deeds. The CR details what activities can and cannot take place on the nine (9) acquired parcels for the **Abbey Brook Conservation Area Expansion**.

EXHIBIT D**CITY COUNCIL ORDER APPROVING CPC RECOMMENDATION****City Council****ADOPTED**

Meeting: 09/27/23 05:30 PM
 Initiator: Susan Kacoyannakis
 Sponsors: President Jesse Lederman
 DOC ID: 7641

**Order Approving CPC Recommendation to Fund Abbey
 Brook Conservation Area Expansion**

Whereas, residents of the City of Springfield voted to accept the Community Preservation Act in November of 2016 in accordance with Chapter 267 of the Acts of 2000; and

Whereas, a Community Preservation Fund has been created using 1.5% of the City's property tax levy, excluding: (1) property owned and occupied as a domicile by a person who would qualify for low income housing or low or moderate income senior housing in the city or town; (2) \$100,000 of the value of each taxable parcel of residential real property; and (3) \$100,000 of the value of each taxable parcel of class three, commercial property, and class four, industrial property as defined in section 2A of said chapter 59; and

Whereas, a Community Preservation Committee was created by Ordinance of the City Council found in Chapter 16, Article XX; ("Ordinance") and

Whereas, each fiscal year the Community Preservation Committee shall make recommendations to the City Council in accordance with the provisions of the Ordinance and General Laws of Massachusetts in the form of a budget for appropriations and/or reserves from the Community Preservation Fund; and

Whereas, based on the Community Preservation Committee's recommendation the City Council shall make such appropriations or reserves from the Community Preservation Fund that spend or set aside not less than 10% of the annual revenues in the Community Preservation Fund for open space, not less than 10% of the annual revenues for historic resources, not less than 10% of the annual revenues for community housing, and any remaining amount into budgeted reserves; and

NOW THEREFORE BE IT ORDERED, that, upon recommendation of the Springfield Community Preservation Committee, and in order to undertake community preservation projects with community preservation fund revenues for Fiscal Year 2024, the respective sums of money specified in the schedule hereinafter set out be, and the same hereby, are, appropriated for

Updated: 9/15/2023 12:55 PM by Susan Kacoyannakis

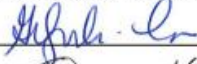
Page 1

Financial Order (ID # 7641)

Meeting of September 27, 2023

expenditure under the direction of the Community Preservation Committee in accordance with the terms of a grant agreement or memorandum of understanding in compliance with the Ordinance and General Laws of Massachusetts.

Appropriation:**Project:** Abbey Brook Conservation Area Expansion**Recommended Amount:** \$500,000.00

RESULT:	ADOPTED VOTE [12 TO 0]	
MOVER:	Melvin A. Edwards, Ward 3 Councilor	
SECONDER:	Tracye Whitfield, At Large City Councilor	
AYES:	Walsh, Fenton, Perez, Whitfield, Govan, Allen, Hurst, Click-Bruce, Edwards, Curran, Davila, Lederman	
ABSENT:	Malo Brown	
PRESENTED TO THE MAYOR ON SEPTEMBER 28, 2023		
CITY CLERK:		
APPROVE:	 MAYOR	DATE: SEPTEMBER 28, 2023

Updated: 9/15/2023 12:55 PM by Susan Kacoyannakis

Page 2

EXHIBIT E

Activity Use Limitation (AUL) area and Parcel Maps

Form 1075 filed with the Department of Environmental Protection and attached to the CR and deed filed at the Registry of Deeds.

Parcel Maps

parcel	address	owner	zoning	land area (sf)	AV	frontage	frontage	class code			
77700-											
402	Rear Liberty	O'C	Res A/Bus A	22,549	108,600	0	140	130			
403	S.S. Liberty	O'C	Bus B	13,630	67,700	136.08		390			
404	Rear Liberty	O'C	Res A/Bus A	12,143	60,800	0	20	337			
405	Rear Liberty	O'C	Bus B	11,578	58,200	0	0	390			
409	E.S. Liberty	O'C	Bus A	937	400	25	0	392			
411	E. S. Liberty	O'C	Bus A	88,862	203,900	184.66	0	391			
412	Rear Liberty	O'C	Bus B	18,283	89,000	0	158.35	390			
413	Rear Liberty	O'C	RA/BA	51,849	18,400	21.81	50 plus 25G?	106			
415	S.S. Liberty	O'C	Bus B	10,793	54,600	130.88	0	390			
				230,624	661,600	498.43					
							G = Greaney		code starting with 1 is residential		
					AV = FY2023 assessed value				code starting with 3 is commercial		

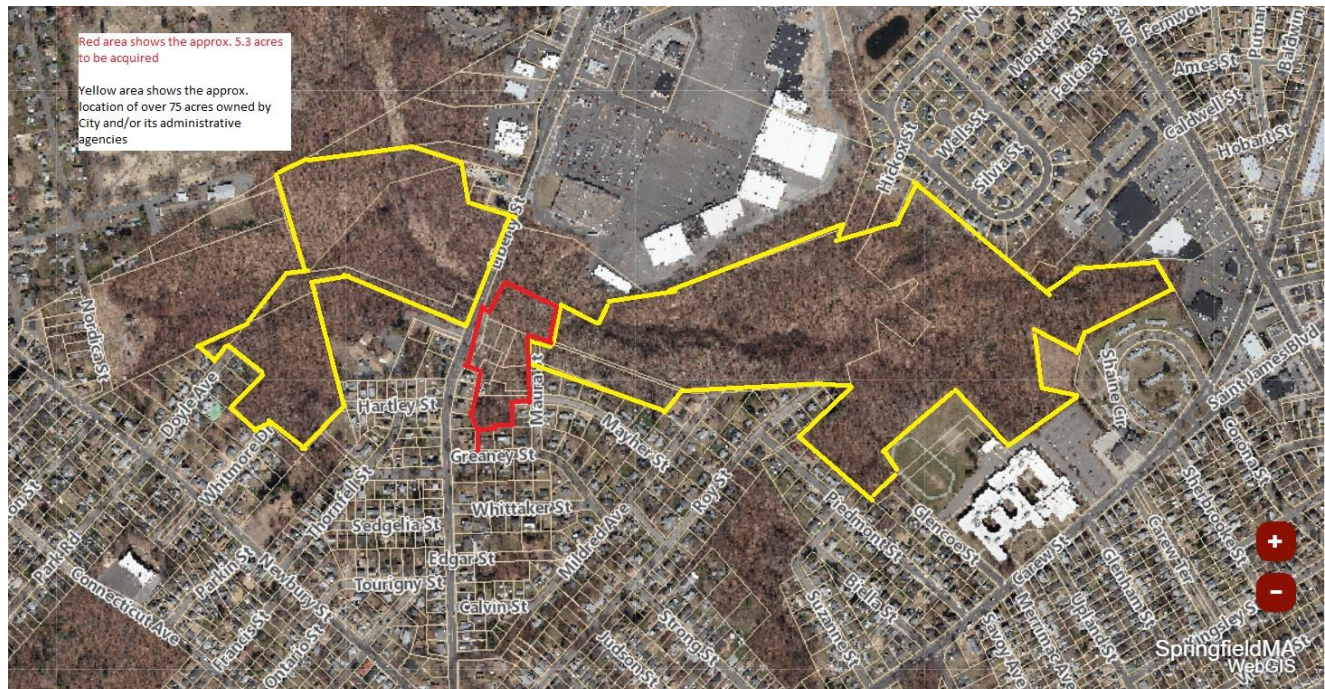




EXHIBIT F**Order of Taking**

EXHIBIT G**Appropriation Order for Taking Damages**



City Council

SCHEDULED

28

Meeting: 07/08/24 07:00 PM
Initiator: Ciara Hanlon
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8140

Collective Bargaining Agreement Ratification - American Federation of State, County and Municipal Employees - (AFSCME) Local 1596A (Mayor Sarno)

WHEREAS, the City's Labor Relations Director has received confirmation from the representative of the American Federation of State, County and Municipal Employees - Local 1596A (AFSCME 1596A), that this bargaining unit has ratified new collective bargaining agreements for the time period of July 1, 2024 to June 30, 2025, and July 1, 2025 to June 30, 2028 with the City of Springfield; and

WHEREAS, the Labor Relations Department is requesting that the City Council approve the terms of the Collective Bargaining Agreement, which are described in a letter from the Labor Relations Director and Memorandum from the Chief Administrative and Financial Officer, which are attached hereto; and

WHEREAS, the Agreement includes wage increases effective and retroactive July 1, 2024 of two percent (2%); and

WHEREAS, the Agreement includes wage increases effective July 1, 2025 of two percent (2%); and

WHEREAS, the Agreement includes wage increases effective July 1, 2026 of two percent (2%); and

WHEREAS, the Agreement includes wage increases effective July 1, 2027 of two percent (2%); and

WHEREAS, the Agreement includes a one-time Signing Bonus of \$650 for full time employees (regularly scheduled to work 37.5 hours per week) and \$350 for part-time employees (regularly scheduled to work less than 37.5 hours per week) to be paid in July 2024; and

WHEREAS, the Chief Administrative and Financial Officer has certified, in her professional opinion, 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 amended by Section 1 of Chapter 468 of the Acts of 2008;

NOW THEREFORE, the City Council hereby approves the report of the Labor Relations

Director regarding the ratification of the collective bargaining agreement between the City of Springfield and the American Federation of State, County and Municipal Employees - Local 1596A (AFSCME 1596A) and the terms thereof, as described in the attached documents, for the time period of July 1, 2024 through June 30, 2028.

Tentative Agreement
Between
The City of Springfield
And
AFSCME Council 93, Local 1596A
May 16, 2024

The above named parties agree that the below represents a tentative agreement and concludes all negotiations for successor agreements to the 2021-2024 collective bargaining agreement. The Union agrees that it will submit this tentative agreement to the Union body for a ratification vote. Upon a successful vote, the Employer agrees to submit this tentative agreement for a ratification vote to the Springfield City Council for a ratification vote.

Contract 1 Changes

- Duration July 1, 2024-June 30, 2025
- Wages-Effective July 1, 2024 increase wages by 2%
- One time Signing Bonus of \$650 for full time employees (regularly scheduled to work 37.5 hours per week) and \$350 for part-time employees (regularly scheduled to work less than 37.5 hours per week) to be paid in July 2024.
- Art.1. add a comma after "confidential employees"
- Art. 2.11 change "36" to "35"
- Art. 2.13 change "Printing" to "Posting" in title of section. Delete "internet" replace with "website"
- Art. 4 last paragraph change "City" in second instance to "contract"
- Art. 5 change title of Article to "NON-DISCRIMINATION"
- Art. 5.1 add "gender identity"
- Art. 7.2 re-write "The Library Department may designate certain positions for which the use of a non-City owned motor vehicle is required. Effective September 1, 2015, an employee who, with the prior approval of his or her supervisor, uses his or her motor vehicle for City business shall be reimbursed at the IRS reimbursement rate per mile traveled. Should the IRS rate be reduced the rate for

reimbursement will also be reduced. Effective July 1, 2017 the rate established by the City Comptroller shall be the private vehicle mileage reimbursement rate. Employees will ordinarily not be required to use their motor vehicles for City business. "

Art. 8.1 amend to read "Section 1. The normal work week for full time employees shall consist of thirty-seven and one-half (37½) hours of work exclusive of lunch periods, but including breaks, within a calendar week beginning Sunday at 12:01 a.m. and ending Saturday at 11:59 p.m. Part time employees shall be paid at the hourly rate referenced in Appendix A."

Art. 8.6.b delete "fifteen (15)" and replace with "ten (10)".

Art. 8.14 delete

Art. 10.2 add "(or an extension thereof)" at end of second sentence.

Art. 11.1 add "Juneteenth" to list of holidays.

Art. 12.2 delete "Article 13" replace with "Article 12"

Art. 12.7 amend to read "Section 7. Employees are entitled to up to two (2) personal days each year, which, with prior approval of the supervisor, may be taken for the purpose of attending to personal business which cannot reasonably be attended to on the employee's own time. Effective July 1, 2024 Employees are entitled to up to three (3) personal days each year for employees who have achieved ten (10) years of service with the Department. Effective July 1, 2024 employees who have completed twenty (20) years of service with the Department shall be entitled to a total of up to four (4) personal days annually. Employees who earn a fourth (4th) personal day may use it for any purpose."

Art. 13.5 amend to read "Section 5. The Library shall apply factors, such as length or quality of service, to mitigate the severity of discipline. The arbitrator may substitute his judgment for that of the Library with respect to mitigation in any case where he finds the Library has acted unreasonably in exercising such judgment."

Art. 13.7 new "When the City identifies a performance issue with an employee, rather than engaging the discipline process, the City may opt to meet with the employee and his/her Union representative (if the employee so desires his/her attendance) to discuss and issue a Performance Improvement Plan (PIP). A PIP is a non-disciplinary tool used to improve the performance of an employee. The length of the PIP will not exceed six months and will include evaluation check-ins with a designated employer representative. The employer will include a written notice in the personnel file of an employee upon successful completion of a PIP."

Art. 14.4 re-write first paragraph as follows "Section 4. Written submissions of grievances at Step 2 shall be submitted by email, on forms to be agreed upon jointly, and shall be signed by the representative of the Union filing the grievances."

Art. 15.01 add a period to end of second paragraph

Art. 16.1 add "s" to "arrangement"

Art. 23.4 replace "credit" with "accruals"

Art. 23.6 replace "credits" with "accruals"

Art. 23.8 New language "A Sick Leave Bank, for the purpose of providing additional coverage for permanent (non-probationary) unit members after exhaustion of individual accumulated vacation and accumulated sick leave and only in the event of catastrophic illness of the employee as evidenced by medical certification, is hereby established as of July 1, 2024 exclusively for the use of the permanent participating members of this bargaining unit. Examples of a catastrophic medical condition include heart disease, stroke, and cancer.

Participation by permanent members of the Unit shall be voluntary and each permanent participating unit member shall be assessed one day of his/her annual and/or accumulated sick leave as of July 1, 2024. New permanent participating members of the bargaining unit shall be assessed one day of their annual and/or accumulated sick leave as of the date they sign up to participate. Said days are to be "deposited" in the Bank. Unused days in the Bank shall carry over from year to year. Should the number of days in the Bank reach the level of 20 days or less, then each permanent participating unit member in the bargaining unit shall be assessed one day of his/her annual and/or accumulated sick leave as of the first day of the next calendar month. Said days are to be "deposited" in the Bank. In the event a permanent participating unit member has no accumulated and/or annual sick leave at the time of said assessment that unit member shall be assessed the amount of days owing to the Bank upon accruing them. Permanent unit members who sign up to participate after July 30, 2024 have a three-month waiting period before they are eligible to apply for benefits from the Bank.

Subject to the provisions of this Article each permanent participating unit member may, following a maximum of 10 work days waiting period (after completing the three-month waiting period referenced above) be granted by the Bank Committee a maximum of 20 work days per fiscal year from the Bank. If days are granted, they shall cover retroactively the 10 day waiting period. Once an employee receives benefits from the Bank they must wait 24 months before applying for benefits again. A participating unit member may withdraw from the Bank by giving written notice.

The Sick Leave Bank shall be administered by the Bank Committee made up of two appointees of the Union and two appointees of the Library Director. The Union and the Library Director shall also each appoint one alternate member to the Bank Committee. Said alternates may attend all meetings of the Bank Committee, but shall vote only in the absence of one or both of his/her respective appointees. The Bank Committee shall have the power to establish procedural and functional guidelines for the operation of the Bank consistent with this Article. All decisions by the Bank Committee shall be three affirmative votes and all decisions by the Bank Committee shall be final and binding and not subject to grievance and/or arbitration."

Art. 25.5 delete 3d sentence

Art. 27.3 re-write to read "Section 3. Part-time employees are those who are regularly scheduled to work less than thirty seven and one-half (37.5) hours per week. Part-time employees who regularly work 20 or more hours per week are entitled to retirement or group insurance benefits. Part-time

employees who work less than twenty (20) hours per week shall not be entitled to retirement or group insurance benefits. Part-time employees are entitled to vacation benefits pursuant to Art. 12.1.b."

- Art. 27.4 re-write to read "Section 4. Full-time employees are those who are regularly scheduled to work thirty-seven and one-half (37.5) hours a week. Employees who work from thirty (30) to thirty-seven (37) hours a week shall receive all full fringe benefits, except that of Sick Leave which shall be on an eighty percent (80%) basis."
- Art. 30.2 re-write to read "Section 2. The City will establish a five (5) person Safety Committee which will meet at least on a quarterly basis in order to identify problems, develop recommendations for improvement, and assist in the enforcement of safety and health rules and regulations. The Union will appoint two (2) representatives to the Committee, which will also consist of three (3) management appointees, one (1) of whom shall be the Chairman. The Safety and Health Committee will convene to discuss and make recommendations regarding an employee's responsibility in the event of an emergency."
- Art. 32.7 2d sentence delete "on the same shift or schedule."
- Art. 32.9 replace "Bookmobile" with "Outreach van"
- Art. 32.17 NEW Add "Employees who are reserve members of the Armed Forces of the United States shall be eligible for benefits pursuant to City ordinance 2020-08."
- Art. 32.18 NEW add " **32.18.01** Members of the bargaining unit may use four (4) hours of paid time on an annual basis for the purpose of undergoing pre-cancer screening. Such time will not be charged to sick, personal or any other accrued time.
- 32.18.02** Types of cancer screening permitted under this order are: Lung, Colon, Breast, Prostate, Skin, Thyroid, Lymph Nodes, Oral Cavity, Reproductive organs or any other form of cancer deemed appropriate by the Springfield Health and Human Services Department for screening.
- 32.18.03** Employees may be required to submit medical documents verifying the employee's screening.
- 32.18.04** This four (4) hour screening cannot be taken in blocks of time, but rather must be taken at one instance."
- Art. 32.19 add "The parties agree that non-bargaining substitute staffing employees may be utilized pursuant to Appendix F."
- Art. 33.3 re-write "No addition to, alteration, modification, or waiver of any provision of this Agreement or any and all side agreements which are incorporated by reference hereto shall be valid, binding, or of any force or effect unless (a) referenced to or contained within this Agreement and its appendixes, or (b) made in writing and executed by the City and by the Union subsequent to the date of execution of this Agreement."

- Art. 35 delete "July 1, 2021" replace with "July 1, 2024". Delete "June 30, 2024" and replace with June 30, 2025"

Signature page delete "2021" and replace with "2024"

Replace "Timothy J. Plante" with "Cathy Buono"

Update Appendix A as follows:

Delete Library Preparation Specialist

Correct title Emerging Technologies Librarian

Correct title Information Technology Specialist

Correct title Library Cataloger

Correct title Children's Services Supervisor

Update Appendix B as follows:

Delete Library Preparation Specialist

Update Appendix C as follows:

3. Adult and Youth Information Services

- 5. Brightwood Branch, Indian Orchard

8. Library Express at Pine Point, Mason Square, Read/Write Now

- Update Appendix F as follows:

- Section III.J delete "Such vacancies will be filled as quickly as possible."

- Change section "Vi" to "VI"

- Section VI.B amend to read "Substitutes will complete their Library Department time and attendance entries in Kronos, or any other City designated time and attendance system, for each week that they work."

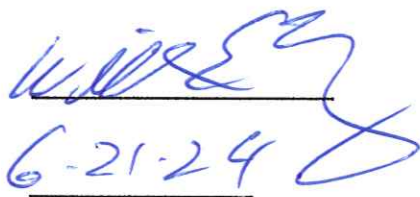
Contract 2 changes

Duration July 1, 2025-June 30, 2028

- Wages-Effective July 1, 2025 increase wages by 2%. Effective July 1, 2026 increase wages by 2%. Effective July 1, 2027 increase wages by 2%.

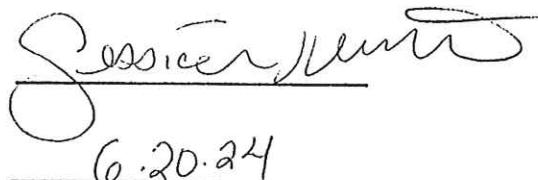
- Art. 35 delete "July 1, 2024" replace with "July 1, 2025". Delete "June 30, 2025" and replace with June 30, 2028"
- Signature page delete "2021" and replace with "2024"
- Replace "Timothy J. Plante" with "Cathy Buono"

FOR THE CITY

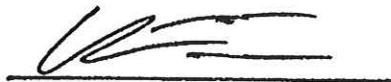

6-21-24

DATE

FOR THE UNION


6.20.24

DATE


6/12/24

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance



To: Springfield City Council
From: Cathy Buono, Chief Administrative & Financial Officer
Date: July 8th, 2024
Re: Order for Council Meeting – 07/08/2024
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the July 8, 2024 City Council meeting, which requests the ratification of the current agreement between the City of Springfield and the American Federation of State, County and Municipal Employees (AFSCME) Local 1596A, Library Professionals.

Background: The new agreement includes an extension of the bargaining agreement that expired June 30, 2024, and contains the following wage increases:

FY25 (7-1-24 to 6-30-25)	2.0%
FY26 (7-1-25 to 6-30-26)	2.0%
FY27 (7-1-26 to 6-30-27)	2.0%
FY28 (7-1-27 to 6-30-28)	2.0%

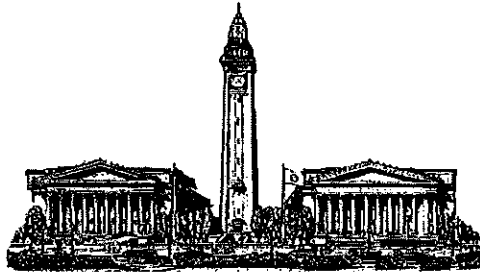
In addition, bargaining unit members will receive a one-time signing bonus of \$650 for full time employees (regularly scheduled to work 37.5 hours per week) and \$350 for part-time employees (regularly scheduled to work less than 37.5 hours per week). The City will need to fund the bonuses and new salary rates agreed upon under this new agreement. If an analysis of the Personal Services budget of the Library Department determines that sufficient funds do not exist in the current year budget to absorb this increase, the Mayor will sponsor an additional order to have these funds transferred into the Department's Personal Services budget.

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: AFSCME #1596A CAFO CERT (8140 : Collective Bargaining Agreement Ratification - AFSCME Local 1596A)

Human Resources
&
Labor Relations
36 Court Street, Room 005
Springfield, MA 01103
413-787-6068 (phone)
413-787-6572 (fax)



THE CITY OF
SPRINGFIELD, MASSACHUSETTS

June 20, 2024

To the Springfield City Council

Please be advised that this department has received confirmation from the representative of **American Federation of State, County and Municipal Employees (AFSCME) Local 1596A, Library Professionals**, that this bargaining unit has ratified new collective bargaining agreements for the time period of July 1, 2024 to June 30, 2025 and July 01, 2025 to June 30, 2028 with the City of Springfield.

We hereby submit to you this report for approval by the City Council which reflects the following wage increases in **AFSCME Local 1596A's wage scale**.

Wage Increases:

Effective July 1, 2024 Two Percent (2.0%)
Effective July 1, 2025 Two Percent (2.0%)
Effective July 1, 2026 Two Percent (2.0%)
Effective July 1, 2027 Two Percent (2.0%)

Additionally, unit members will receive a one-time Signing Bonus of \$650 for full time employees (regularly scheduled to work 37.5 hours per week) and \$350 for part-time employees (regularly scheduled to work less than 37.5 hours per week) to be paid in July 2024.

A financial order reflecting the cost of the wage increase is attached.

In accordance with the Acts of 656 of 1989, the Chief Financial Officer must give in writing her opinion relative to the financial impact of the agreement on the existing level of municipal services.

If you have any other questions, please feel free to contact this office.

Sincerely,

William E. Mahoney
Director of Human Resources & Labor Relations
cc: Mayor Domenic J. Sarno
cc: Cathy Buono, CAFO
cc: File



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 8131)

Meeting: 07/08/24 07:00 PM
Department: City Council
Category: Local Law
Prepared By: Gladys Oyola-Lopez
Initiator: Gladys Oyola-Lopez
Sponsors: Davila, Santaniello, Walsh
DOC ID: 8131

Amentdment to Article V of Chapter 385 of the Ordinances of the City of Springfield

CHAPTER 385, Vehicles and Traffic:

BY ADDING A NEW SECTIJON AFTER SECTION 385-17 AS FOLLOWS:

SECTION 385-17A- Veteran Use of Municipal Parking Meters.

Any veteran who holds a Veteran License Plate, as defined bellow, shall be able to utilize all municipal parking meters in the City provided for in chapter 385 without a fee to utilize said meter. A Veterans License Plate shall be defined as a license plate that is issued to a veteran, as defined by Massachusetts General Law chapter 4, Section 7, clause 43, by the Massachusetts Registry of Motor Vehicles that includes the wording "Veteran" on said plate. The veteran must be driving a vehicle with the Veterans License plate on the vehicle to be able to utilize the municipal parking meters referenced above without a permit of fee. This ordinance shall not extend to any veteran that is utilizing a vehicle without a Veterans License plate. This ordinance shall not be interpreted to include a veteran's usage of a handicapped parking spot without the required placard.