CITY COUNCIL

City Clerk's Office 9/11/2024

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 September 16, 2024** at 07:00 PM.

City Clerk

Call to Order

7:00 PM Meeting called to order on September 16, 2024 at Hybrid Council Chamber, 36 Court Street, Springfield, MA.

Reports of Committee

Informational

(1.) July Revenue Vs. Expenditure Report (Mayor Sarno)

(2.) From CC re:Confirmation of Ellen Hurley to the Springfield Redevelopment Authority –

Zoning Change Referral

(3.) To Change the Zoning of the Property Known as WS Connecticut Avenue (03130-0047) from Residence a to Residence B. WS Connecticut Avenue None Yet

PETITIONER:	**Viktor Savonin**
ADDRESS:	**WS Connecticut Avenue**
CHANGE REQUESTED:	**Residence A to Residence B**

(4.) To Change the Zoning of the Property Known as SS Wisteria Street (12413-0048) from Residence a to Residence B. SS Wisteria Street None Yet

PETITIONER:	**JETS Property Development, LLC**
ADDRESS:	**SS Wisteria Street**
CHANGE REQUESTED:	**Residence A to Residence B**

Petitions

(5.) GONETSPEED - Jennings St.

(6.) GONETSPEED- Wisteria Street

Grants

(7.) Parks - Speak for the Trees Grant - No Match Required - $6,000,000 (Mayor Sarno)

(8.) FY25 Senior Community Service Employment Grant - In-Kind Match Required - $499,661.00 (Mayor Sarno)

(9.) FY24 Shared Streets and Spaces Program Grant- $240,144,53 (Mayor Sarno)

(10.) Energy Efficiency and Conservation Block Grant (EECBG) - No Match Required - $197,920.00 (Mayor Sarno)

(11.) FY25 Springfield Library Foundation Trusts & Endowments Grant - No Match Required $180,000.00 (Mayor Sarno)

(12.) FY25 TJO Grant - No Match Required $165,000.00 (Mayor Sarno)

(13.) FY25 Springfield Library Foundation - Salary Offset for Branches - No Match Required - $145,000.00 (Mayor Sarno)

(14.) Assistance to Firefighters Grant - Match Required - $97,090.90 (Mayor Sarno)

(15.) DPW Rideshare Funding - No Match - $86,782.20 (Mayor Sarno)

(16.) FY25 SHINE Grant - No Match Required $74,333.00 (Mayor Sarno)

(17.) FY25 Springfield Library Foundation Music Programming Grant - No Match Required $30,000.00 (Mayor Sarno)

(18.) FY25 Springfield Library Foundation Wi-Fi Hot Spots Grant - No Match Required $30,000.00 (Mayor Sarno)

(19.) FY25 Libraries Staff Development Grant - No Match Required $15,000.00 (Mayor Sarno)

(20.) FY25 Springfield Library Foundation Strategic Planning Grant - No Match Required $15,000.00 (Mayor Sarno)

(21.) FY24 S.A.F.E and Senior SAFE Grant - No Match Required - $13,299.97 (Mayor Sarno)

(22.) FY25 Springfield Library Foundation Summer Reading Programs - No Match Required $10,000.00 (Mayor Sarno)

(23.) Dispatch TERT Program Grant Increase - No Match Required - $10,000.00 (Mayor Sarno)

(24.) FY25 Montage - Community Health Fair Grant - No Match Required $3,000.00 (Mayor Sarno)

(25.) Parks Department - Donation - $2,381.70 - No Match Required (Mayor Sarno)

(26.) Donation of Goods - Fire Bench Supplies Donation (Mayor Sarno)

(27.) Springfield City Library Donation - $75.00 (Mayor Sarno)

Orders

(28.) PEG Access and Cable Related Fund FY25 Q1 Franchise Fee Payment - $145,829.18 (Mayor Sarno)

(29.) Police Department - 5 Year Motorola Lease (Contract Amendment) (Mayor Sarno)

(30.) Five-Year Lease - IT Department (Mayor Sarno)

(31.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of ES Hancock St. (06250-0183) and ES Hancock St. (06250-0185) to Old Hill Infill, LLC for Consideration of $500.00 (Mayor Sarno)

(32.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of SS Union St. (11750-0218), SS Union St. (11750-0219) and SS Union St. (11750-0220) to Old Hill Infill, LLC for Consideration of $1,500.00 (Mayor Sarno)

(33.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of SS Union St. (11750-0224) to Old Hill Infill, LLC for Consideration of $500.00 (Mayor Sarno)

(34.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of SS Union St. (11750-0231) to Old Hill Infill, LLC for Consideration of $500.00 (Mayor Sarno)

(35.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of 524 Union St. (11750-0121) to Springfield City of Homes Development, LLC for Consideration of $784.00 (Mayor Sarno)

(36.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of ES Wilbraham Ave. (12280-0102) to Old Hill Infill, LLC for Consideration of $500.00 (Mayor Sarno)

(37.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of NS Melrose St. (08520-0012) to Old Hill Infill, LLC for Consideration of $500.00 (Mayor Sarno)

(38.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of 18 Highland St. (06600-0004) to Springfield City of Homes Development, LLC for Consideration of $2,440.39 (Mayor Sarno)

(39.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of 26-28 Terrence St. (11465-0006) to Springfield City of Homes Development, LLC for Consideration of $439.62 (Mayor Sarno)

(40.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of SS Lebanon St. (07627-0047) to Old Hill Infill, LLC for Consideration of $500.00 (Mayor Sarno)

(41.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of SS Melrose St. (08520-0025) to Old Hill Infill, LLC for Consideration of $500.00 (Mayor Sarno)

Ordinances

(42.) Amendment to Chapter 327, Solid Waste (Mayor Sarno)
Be it ordained by the City Council of the City of Springfield, in session assembled, that the Code of Ordinances of the City of Springfield, is hereby amended by deleting Chapter 327, in its entirety, and replacing it with new language as attached.

(43.) An Amendment to the City of Springfield Trash Rules and Regulations (Mayor Sarno)
In accordance with the City of Springfield's governmental powers to protect the public health the Trash Fees Rules and Regulations shall be deleted in its entirety and replaced with new language as attached.

(44.) ORD-2024-1 - Amendment to Article V of Chapter 385 of the Ordinances of the City of Springfield

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8240

July Revenue Vs. Expenditure Report (Mayor Sarno)

CITY OF SPRINGFIELD, MASSACHUSETTS

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

For the period ended
07/31/24

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	274,239,817	55,970,362	(218,269,455)	20
Real Estate & Personal Property Taxes - Tax Liens	-	75,924	75,924	0
Motor Vehicle Excise	12,500,000	609,135	(11,890,865)	5
Penalties, interest and other taxes	23,134,591	184,040	(22,950,551)	1
Charges for Services	16,991,806	1,361,517	(15,630,289)	8
Intergovernmental	581,373,479	508,507	(580,864,972)	0
Licenses and Permits	6,168,100	383,929	(5,784,171)	6
Fines and Forfeits	595,183	18,108	(577,075)	3
Interest earned on Investments	5,966,442	665,667	(5,300,775)	11
Miscellaneous	6,748,014	1,329,589	(5,418,425)	20
FY 2024 Net School Spending Shortfall (a.)	2,000,000	2,000,000	-	100
Stabilization Reserves/Transfers in	500,000	500,000	-	100
Free Cash to Reduce Tax Rate	1,000,000	1,000,000	-	100
Total Revenues and Other Sources	931,217,433	64,606,777	(866,610,656)	7
Expenditures and Other Uses:				
General government	29,061,569	5,264,980	23,796,589	18
Public safety				
Police	58,517,400	4,335,836	54,181,564	7
Fire	28,750,291	2,493,138	26,257,153	9
Centralized Dispatch	2,273,132	262,114	2,011,018	12
Other	5,197,368	770,074	4,427,294	15
Health and Welfare	4,875,332	570,591	4,304,741	12
Public works	12,436,838	5,339,678	7,097,160	43
Education	629,288,835	58,389,638	570,899,197	9
Culture and recreation	18,845,295	2,496,455	16,348,839	13
Pension and fringe	101,953,172	71,221,350	30,731,822	70
State and district assessments	3,806,569	29,179	3,777,390	1
Debt Service	23,143,037	-	23,143,037	0
Pay as you go Capital	4,989,680	-	4,989,680	0
Other Financing Use - Trash Enterprise Supplement	8,078,917	8,078,917	-	100
Total Expenditures and Other Uses	931,217,433	159,251,948	771,965,485	17
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	(94,645,171)	(94,645,171)	

(a.) The FY 2024 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.

Attachment: July Revenue Vs. Expenditure Report (8240 : July Revenue Vs. Expenditure Report)

CITY OF SPRINGFIELD, MASSACHUSETTS
Budget and Actual - General Fund
Expenditures and Encumbrances
For the period ended
07/31/24

	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
Expenditures and Other Uses:							
General government	29,061,569	-	29,061,569	2,835,755	2,429,225	23,796,589	18%
Public safety							
Police	58,517,400	-	58,517,400	3,082,032	1,253,803	54,181,564	7%
Fire	28,750,291	-	28,750,291	1,837,564	655,574	26,257,153	9%
Centralized Dispatch	2,273,132	-	2,273,132	173,419	88,695	2,011,018	12%
Other	5,197,368	-	5,197,368	345,292	424,782	4,427,294	15%
Health and Welfare	4,875,332	-	4,875,332	274,531	296,059	4,304,741	12%
Public works	12,436,838	-	12,436,838	4,132,290	1,207,388	7,097,160	43%
Education	627,288,835	2,000,000	629,288,835	45,770,581	12,619,057	570,899,197	9%
Culture and recreation	18,845,295	-	18,845,295	1,765,259	731,196	16,348,839	13%
Pension and fringe	101,453,172	500,000	101,953,172	70,231,350	990,000	30,731,822	70%
State and district assessments	3,806,569	-	3,806,569	29,179	-	3,777,390	1%
Debt Service	23,143,037	-	23,143,037	-	-	23,143,037	0%
Pay as you go Capital	4,989,680	-	4,989,680	-	-	4,989,680	0%
Other Financing Use - Trash Enterprise Supplement	8,078,917	-	8,078,917	8,078,917	-	-	100%
Total Expenditures and Other Uses	928,717,433	2,500,000	931,217,433	138,556,169	20,695,779	771,965,485	17%

Attachment: July Revenue Vs. Expenditure Report (8240 : July Revenue Vs. Expenditure Report)

CITY OF SPRINGFIELD, MASSACHUSETTS

Yearly Comparision Revenue Vs. Expenditures
For the period ended
07/31/24 vs 07/31/23

Revenues and Other Sources:	FY 2025 Actual	FY 2024 Actual	Increase/ (Decrease)	Comments
Real Estate & Personal Property Taxes	$ 55,970,362	$ 46,255,713	$ 9,714,649	
Tax Liens	75,924	81,194	(5,270)	
Motor Vehicle Excise	609,135	352,471	256,664	
Penalties, interest and other taxes	184,040	210,069	(26,029)	
Charges for Services	1,361,517	1,247,669	113,847	
Intergovernmental	508,507	45,669,132	(45,160,625)	*FY 25 July Payment received on August 1st*
Licenses and Permits	383,929	460,026	(76,097)	
Fines and Forfeits	18,108	29,445	(11,337)	
Interest earned on Investments	665,667	546,595	119,072	
Miscellaneous	1,329,589	464,560	865,029	
Net School Spending Shortfall	2,000,000	3,000,000	(1,000,000)	*Partial Amount*
Stabilization Reserves	500,000	-	500,000	*Retirement Special Act*
Free Cash to Reduce the Tax Rate	1,000,000	5,000,000	(4,000,000)	
Other Financing Sources	-	-	-	
Total Revenues and Other Sources	64,606,777	103,316,874	(38,710,097)	
Expenditures and Other Uses:				
General government	5,264,980	5,981,502	(716,522)	
Public safety				
Police	4,335,836	4,711,691	(375,855)	
Fire	2,493,138	2,672,601	(179,463)	
Centralized Dispatch	262,114	173,385	88,729	
Other	770,074	701,487	68,586	
Health and Welfare	570,591	566,711	3,879	
Public works	5,339,678	4,737,287	602,391	
Education	58,389,638	91,813,972	(33,424,334)	*Large encumbrances in FY 24*
Culture and recreation	2,496,455	2,327,460	168,996	
Pension and fringe	71,221,350	65,521,323	5,700,026	*Increase in Pension Payment.*
State and district assessments	29,179	324,573	(295,394)	
Debt Service	-	-	-	
Pay as you go Capital	-	(19,850)	19,850	
Trash Enterprise Supplement	8,078,917	7,266,762	812,155	*Increase in GF Trash Supplement*
Total Expenditures and Other Uses	159,251,948	186,778,905	(27,526,956)	
Totals	$ (94,645,171)	$ (83,462,030)	$ (11,183,141)	

Attachment: July Revenue Vs. Expenditure Report (8240 : July Revenue Vs. Expenditure Report)

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Gladys Oyola-Lopez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8142

Confirmation of Ellen Hurley to the Springfield Redevelopment Authority

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

Confirmation of Ellen Hurley to the Springfield Redevelopment Authority

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 September 16, 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 September 16, 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

THE CITY OF SPRINGFIELD, MASSACHUSETTS

MAYOR DOMENIC J. SARNO

HOME OF THE BASKETBALL HALL OF FAME

July 10, 2024

Gladys Oyola, City Clerk
City of Springfield
36 Court Street
Springfield, MA 01103

I appoint Ellen Hurley of 85 Terrace Lane, Springfield, Massachusetts as a member of the Springfield Redevelopment Authority, for an unexpired term until July 10, 2029 and certify that, in my opinion, Ms. Hurley is a person qualified to hold this position based on her commitment to the city and experience to perform the duties of said office, and I make the appointment solely in the interest of the City. Ms. Hurley will be replacing Dorothy Lortie.

Respectfully,

Domenic J. Sarno
Mayor

Attachment: Ellen Hurley - SRA Appointment (8142 : Confirmation of Ellen Hurley to the Springfield Redevelopment Authority)

OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
ANALYSIS FOR A ZONE CHANGE

WS CONNECTICUT AVENUE (03130-0047)
RESIDENCE A TO RESIDENCE B

GENERAL INFORMATION

Applicant:	Vicktor Savonin
Request:	Residence A to Residence B
Location:	WS Connecticut Avenue
Parcel Size:	5,500 s.f.
Purpose:	Two-family development
Surrounding Land Use and Zoning:	The property is located in the Liberty Height Neighborhood and is located in an area that is primarily residential uses. The surrounding land uses include: To the north is a single-family home zoned Residence A. To the south is a single-family home zoned Residence A. To the east is a single-family home zoned Residence A. To the west is two-family house zoned Residence A.
Site Visit:	8-6-24
Neighborhood Council Notification:	Hungry Hill Neighborhood Council: 8-5-24
Planning Board Hearing Date:	8-21-24

SPECIAL INFORMATION

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

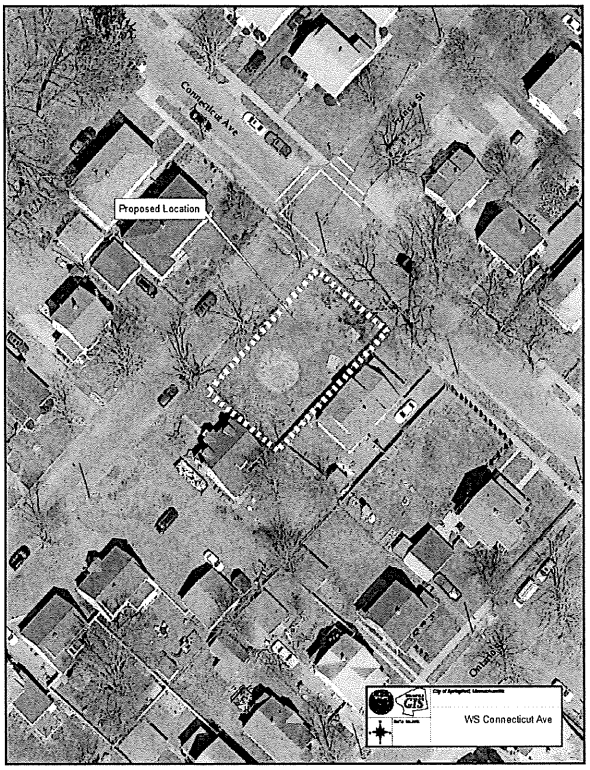
ANALYSIS

The petitioner has requested to change the zoning of the property known as WS Connecticut Avenue from Residence A to Residence B. This site is currently vacant and would be the location of a new, two-family home.

In reviewing the proposed zone change, it was noted that this area of the Liberty Heights neighborhood was re-zoned from Residence B to Residence A back in April 1991. This was completed as part of the implementation of the neighborhood plans that had been recently completed at that time. While there are two-family homes in this area, the thinking, at that time, was to re-zone the area to more reflect the predominant land use of this area, which is single-family homes.

Attachment: 3247_WS_Conn_Ave_2024_Revised (8172 : WS Connecticut Avenue)

After reviewing the plans submitted with the application and reviewing the overall zoning of this area, the staff does not recommend approval of the proposed request. While the staff understands that there are other two-families in this area, the predominant land use in this area is clearly single-family homes, including the properties directly abutting this parcel. Further, it is the staff's understanding that the neighborhood council is not in favor of this request either. As such, the staff cannot support the proposed request to re-zone this property to Residence B.



RECOMMENDATION

Not to approve.

Attachment: 3247_WS_Conn_Ave_2024_Revised (8172 : WS Connecticut Avenue)

Attachment: 3247_WS_Conn_Ave_2024_Revised (8172 : WS Connecticut Avenue)

GENERAL SPRINGFIELD DPW / ENGINEERING NOTES –

1. Contractor is responsible for obtaining an Occupancy or Excavation Permit from the City Engineering Division.
2. All work performed in the City ROW shall conform to City standards and details, www.springfield-ma.gov/dpw/fileadmin/forms/Engineering/Springfield_Standard_Engineering_Details_2019.pdf
3. A preconstruction meeting shall be arranged by the contractor prior to commencement of work. Attendees at minimum shall include the contractor, City Engineer, & project applicant/owner.
4. Erosion control measures and devices shall be installed prior to construction activities, and shall be maintained until permanent vegetation and slope stabilization is established.
5. Applicant shall notify the City Engineer of any modifications made to the plot plan, and of any site work changes that deviate from the approved drawings.
6. Contractor shall safely maintain all vehicular and pedestrian traffic flow on the site, and on all public streets affected by construction activities.
7. A final inspection must be performed by the City of Springfield Department of Public Works Engineering Division prior to the issuance of a certificate of occupancy.
8. Springfield Department of Public Works site plan approval shall not be construed as all inclusive. Applicant is responsible for contacting other departments/offices that may include but not be limited to the Planning Department, Building Department, City Forester, Fire Department, Police Department, Springfield Water & Sewer Commission, Department of Health and Human Services, and Conservation Commission.

Signed: _____ Date: _____

GENERAL MISCELANEOUS NOTES –

1. Contractor shall notify "DIG-SAFE" (1-888-344-7233) at least 72 hours before excavating.
2. Contractor shall be responsible for site security and job safety. Construction activities shall be in accordance with OSHA standards and local requirements.
3. In the event that suspected contaminated soil, groundwater, & other media are encountered during excavation and construction activities based on visual, olfactory, or other evidence, the contractor shall stop work in the vicinity of the suspect material to avoid further spreading of the material, and shall notify the City of Springfield immediately so that the appropriate testing and subsequent action can be taken.
4. The locations, sizes & types of existing utilities are shown as an approximate representation only. The owner or its representative(s) have not independently verified this information as shown on the plans. The utility information shown does not guarantee the actual existence, serviceability, or other data concerning the utilities, nor does it guarantee against the possibility that additional utilities may be present that are not shown on the plans. Prior to ordering materials and beginning construction, the contractor shall verify and determine the exact locations, sizes, and elevations of the points of connection to existing utilities and, shall confirm that there are no interferences with existing utilities and the proposed utility routes, including routes within the Public Rights of Way.
5. Where an existing utility if found to conflict with the proposed work, or existing conditions differ from those shown such that the work cannot be completed as intended, the location,elevation, and size of the utility shall be accurately determined by the contractor, and the information furnished in writing to the owners representative and the City of Springfield for the resolution of the conflict.
6. Set catch basin rims, and inverts of sewers, drains, and ditches in accordance with elevations on the grading and utility plans.
7. The entire site PID 031300047 is located within Zoning District Residence A.
8. There are no present regulated wetlands, streams, channels, with associated buffers within locus.
9. The 100-year floodplain is not present within locus.

Contractor = Fee Owner of parcel / lot or Fee Owners assigned agent. / Locus = PID 031300047.

OWNER OF RECORD –

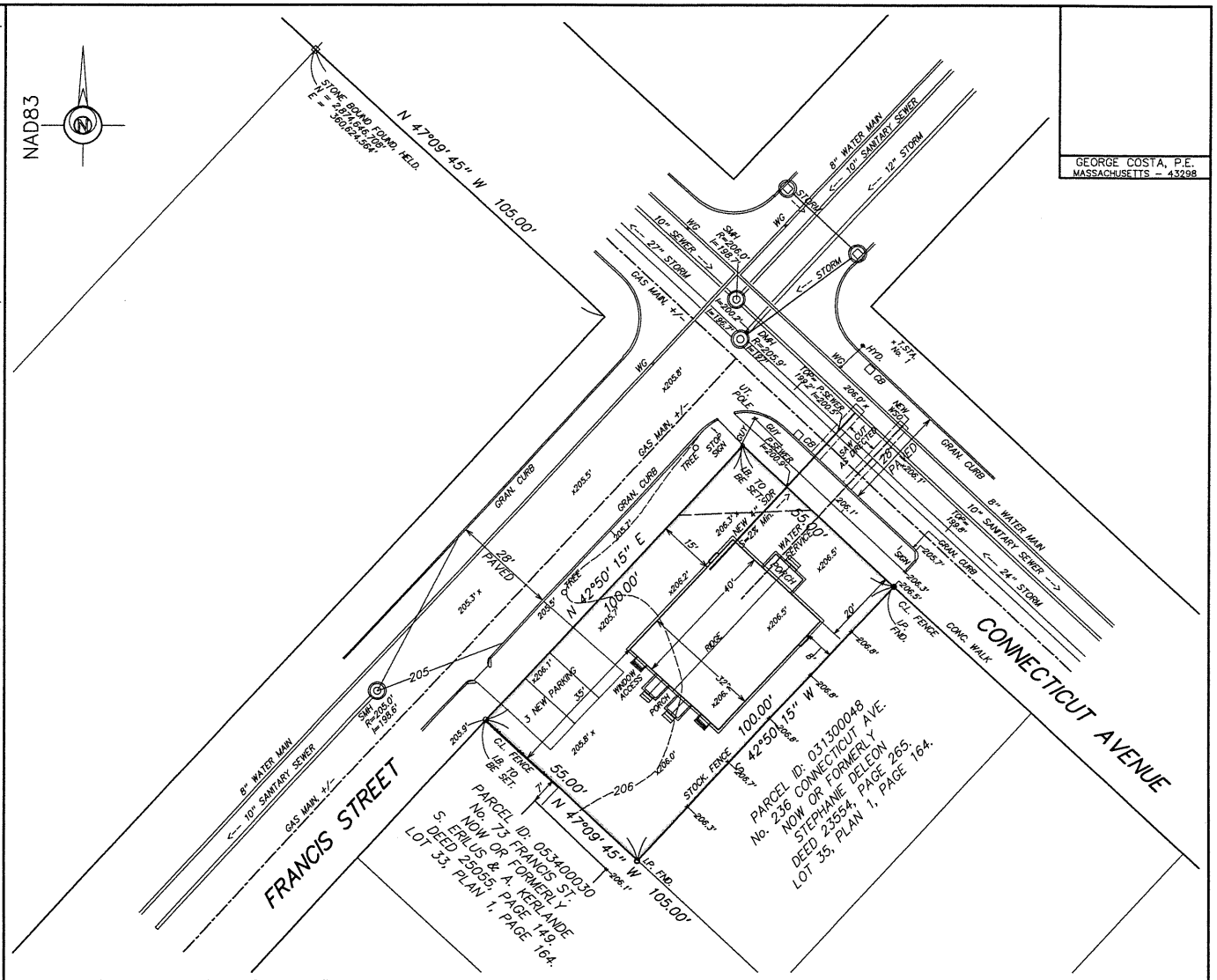
PARCEL ID: 031300047
No. ___ CONNECTICUT AVE.
VIKTOR SAVONIN
DEED 25282, PAGE 259.
LOT 34, PLAN 1, PAGE 164.
ZONING = RESIDENCE A.

APPLICANT –

VIKTOR SAVONIN
131 CORONET CIRCLE
FEEDING HILLS, MA 01030
PHONE (413) 374-6206
AGAWAM, MA 01001
PHONE (413) 374-6206

CIVIL ENGINEER –

COSTA CONSULTING ENGINEERS, INC.
GEORGE COSTA, PE 43298
104 MOODY STREET
LUDLOW, MA 01056
PHONE (413) 583-4377



ZONING DIMENSIONAL REQUIREMENTS

ZONE	FRONTAGE	AREA (s.f.)	SETBACK FRONT	SETBACK SIDE	SETBACK REAR	BUILDING %COVER.	No. St. Height	MIN. LOT WIDTH	CITY BY-LAWS SEE SECTION 5
RES.B**	50'	8,000	15'	10' *	25'	35%	2.5/35'	80'	PERMITTED USES
RES.B**	50'	8,000	—	3' / 10'	3'	—	20' / 15'	80'	ACCESSORY BUILDINGS
EXISTING	55.0'	5,500	–VACANT LOT–			0	0/0	55.0'	PID: 031300047, CT. AVE.
PROP.	55.0'	5,500	20'	8' / 15'	43'	24%	<35'	55.0'	No. ___ CONNECTICUT AVE.

* Section 10.2.50 Side Yard Exemptions = five (5) feet.
** PROPOSED

SCALE 1" = 20'

0' 10' 20' 30' 40' 60' 80'

PROPOSED SITE PLAN No. ___ CONNECTICUT AVE.

INDEXED _____

COMMONWEALTH OF MASSACHUSETTS
EDWARD J. CHAPDELAINE
38378
PROFESSIONAL LAND SURVEYOR

SHEET 1 OF 1
FILE 2024-100.S90

PLAN OF LAND IN THE CITY OF SPRINGFIELD, MASSACHUSETTS

HAMPDEN COUNTY – PREPARED FOR

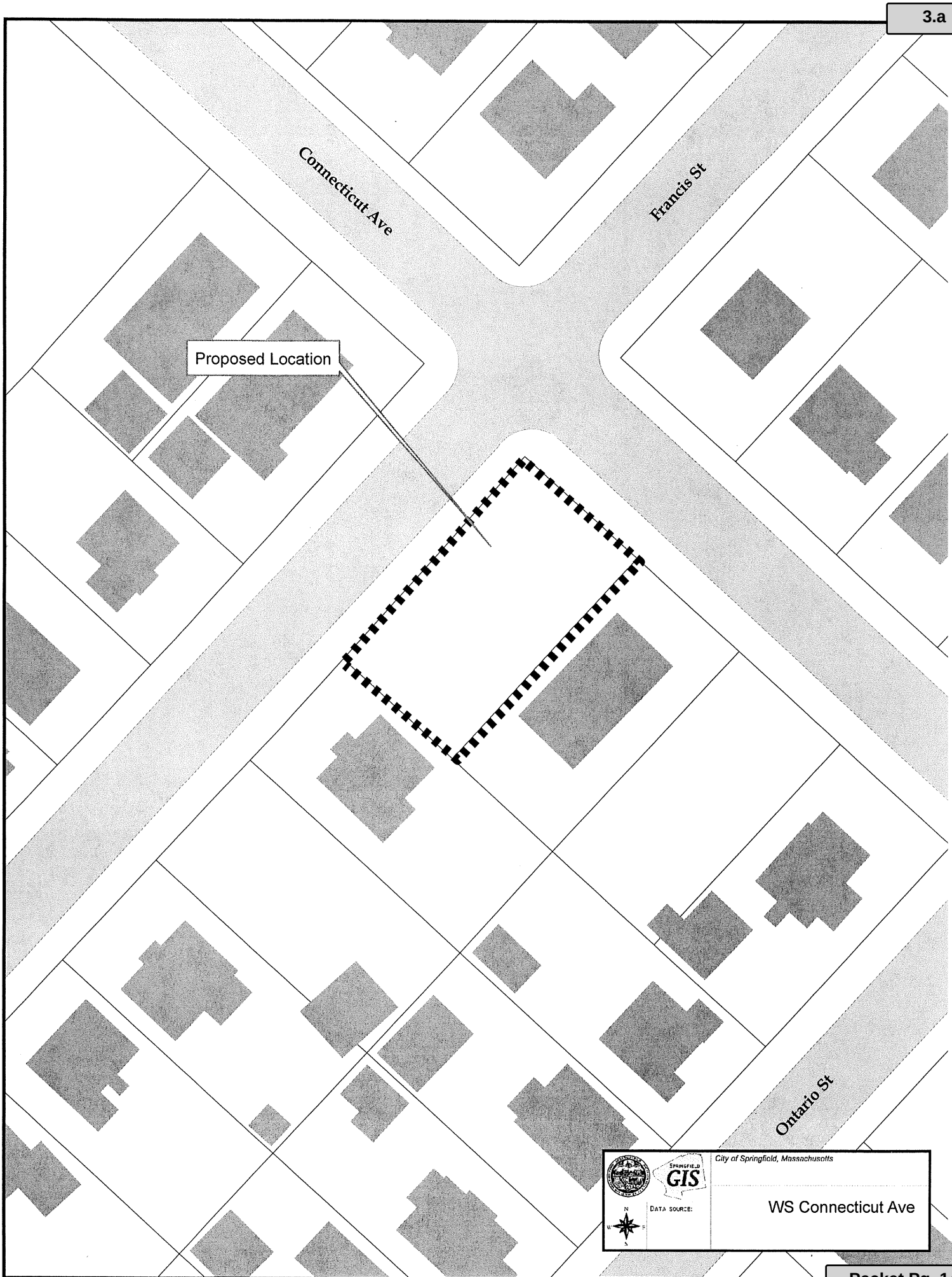
VIKTOR SAVONIN

DURKEE, WHITE, TOWNE AND CHAPDELAINE
CIVIL ENGINEERS AND LAND SURVEYORS
356 FRONT STREET
CHICOPEE, MASSACHUSETTS – 01013
PHONE (413) 592-5164

DRAWN BY EJC
CHECKED BY ___
APPROVED BY EJC
SCANNED ___

DATE:07/18/2024
SCALE 1" = 20'

DRAWING No.
75-3597
S.2024-100.1



Attachment: 3247_WS_Conn_Ave_2024_Revised (8172 : WS Connecticut Avenue)

CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND TWENTY-FOUR

AN ORDINANCE

AMENDING SECTION 50 OF THE BUILDING ZONE MAP

Be it ordained by the City Council of the City of Springfield as follows:

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by changing from **Residence A to Residence B** the zoning on **Plot #3247**, **Section 50** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked **"Section 50 Building Zone Map of the City of Springfield."**

Approved as to Form;

Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on August 21, 2024 regarding the above Ordinance amendment.

__2__ Person(s) appeared in favor, and ___8____Person(s) appeared in opposition.

Gloria DeFillipo, Chairperson

Attachment: 3247_WS_Connecticut_Ave_2024_PB_Report (8172 : WS Connecticut Avenue)

CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND TWENTY-FOUR

AN ORDINANCE

AMENDING SECTION 50 BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by changing from **Residence A to Residence B** the zoning on **Plot #3247**, **Section 50** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked **"Section 50 Building Zone Map of the City of Springfield."**

Attachment: 3247_WS_Connecticut_Ave_2024_PB_Report (8172 : WS Connecticut Avenue)

REPORT TO CITY COUNCIL
ZONE CHANGE HEARING

PETITION: #3247 **DATE: August 22, 2024**
SECTION: 50

To the Honorable Mayor and City Council of the City of Springfield, Massachusetts, the Planning Board submits the following report on the Zone Change Petition, which was referred to the Board for its recommendation:

PETITIONER: Victor Savonin

ADDRESS: WS Connecticut Avenue (03130-0047)

CHANGE REQUESTED: Proposed zone change from Residence A to Residence B

PETITIONER'S PURPOSE STATEMENT: Two-family development

DATE OF PUBLIC HEARING: August 21, 2024

DATE OF FINAL DECISION: August 21, 2024

BOARD MEMBERS PRESENT and COUNT: six (6): Mr. Cunningham, Mr. Florian, Mr. Daniele, Ms. Defillipo, Ms. Choi and Ms. McQuade

FINAL MOTION: NOT TO APPROVE

IN FAVOR: six (6): Mr. Cunningham, Mr. Florian, Mr. Daniele, Ms. Defillipo, Ms. Choi and Ms. McQuade

OPPOSED: zero (0)

ABSTAINED: N/A

RECOMMENDATION: DENIED

Respectfully submitted,

Gloria DeFillipo

Gloria DeFillipo, Chairperson

Attachment: 3247_WS_Connecticut_Ave_2024_PB_Report (8172 : WS Connecticut Avenue)

OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
ANALYSIS FOR A ZONE CHANGE

SS WISTERIA STREET (12413-0048)
RESIDENCE A TO RESIDENCE B

GENERAL INFORMATION

Applicant:	JETS Property Development, Inc.
Request:	Residence A to Residence B
Location:	SS Wisteria Street
Parcel Size:	5,500 s.f.
Purpose:	Two-family development
Surrounding Land Use and Zoning:	The property is located in the Boston Road Neighborhood and is located in an area that is primarily residential uses. The surrounding land uses include: To the north is a two-family home zoned Residence A. To the south is a conservation land zoned Residence A. To the east is a vacant lot zoned Residence A. To the west is two-family house zoned Residence A.
Site Visit:	8-6-24
Neighborhood Council Notification:	Pine Point Neighborhood Council: 8-5-24
Planning Board Hearing Date:	8-21-24

SPECIAL INFORMATION

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

ANALYSIS

The petitioner has requested to change the zoning of the property known as SS Wisteria Street from Residence A to Residence B. This site is currently vacant and would be the location of a new, two-family home.

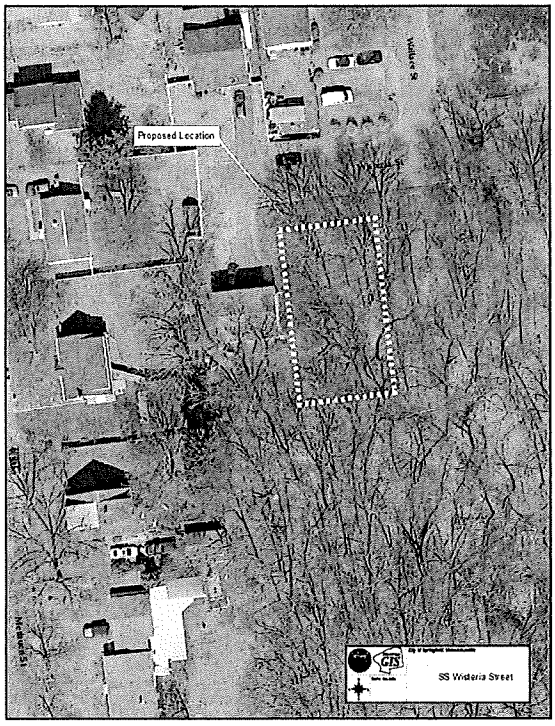
In reviewing the proposed zone change, it was noted that this area of the Pine Point/Boston Road neighborhood was re-zoned from Residence B to Residence A back in December 1991. This was completed as part of the implementation of the neighborhood plans that had been recently completed at that time. While there are two-family homes in this area, the thinking, at that time, was to re-zone the area to more reflect the predominant land use of this area, which is single-family homes.

Attachment: 3248_SS_Wisteria_St_2024 (8173 : SS Wisteria Street)

After reviewing the plans submitted with the application and reviewing the overall zoning of this area, the staff does not object to the proposed request. While the staff understands the nature of the initial zone change, it should be noted that the Pine Point Community Council has unanimously supported the proposed change. Further., as noted above, there are a number of two-family homes along Wisteria Street, including one directly adjacent to this parcel.

After reviewing the plans submitted with the application, the staff believes the proposed structure is in context with the existing housing type in this area.

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



RECOMMENDATION

Approve.

Attachment: 3248_SS_Wisteria_St_2024 (8173 : SS Wisteria Street)

Pine Point Community Council

August 8, 2024

Dear Ms. Whitfield,

Thank you so much for your presentation representing JETS Property Development concerning 21 Wisteria Street and your request for a code variant from Residential A to Residential B.

After some discussion among the Council, a unanimous yes vote was received.

We thank you again for your presentation and we wish you continued luck with your endeavors.

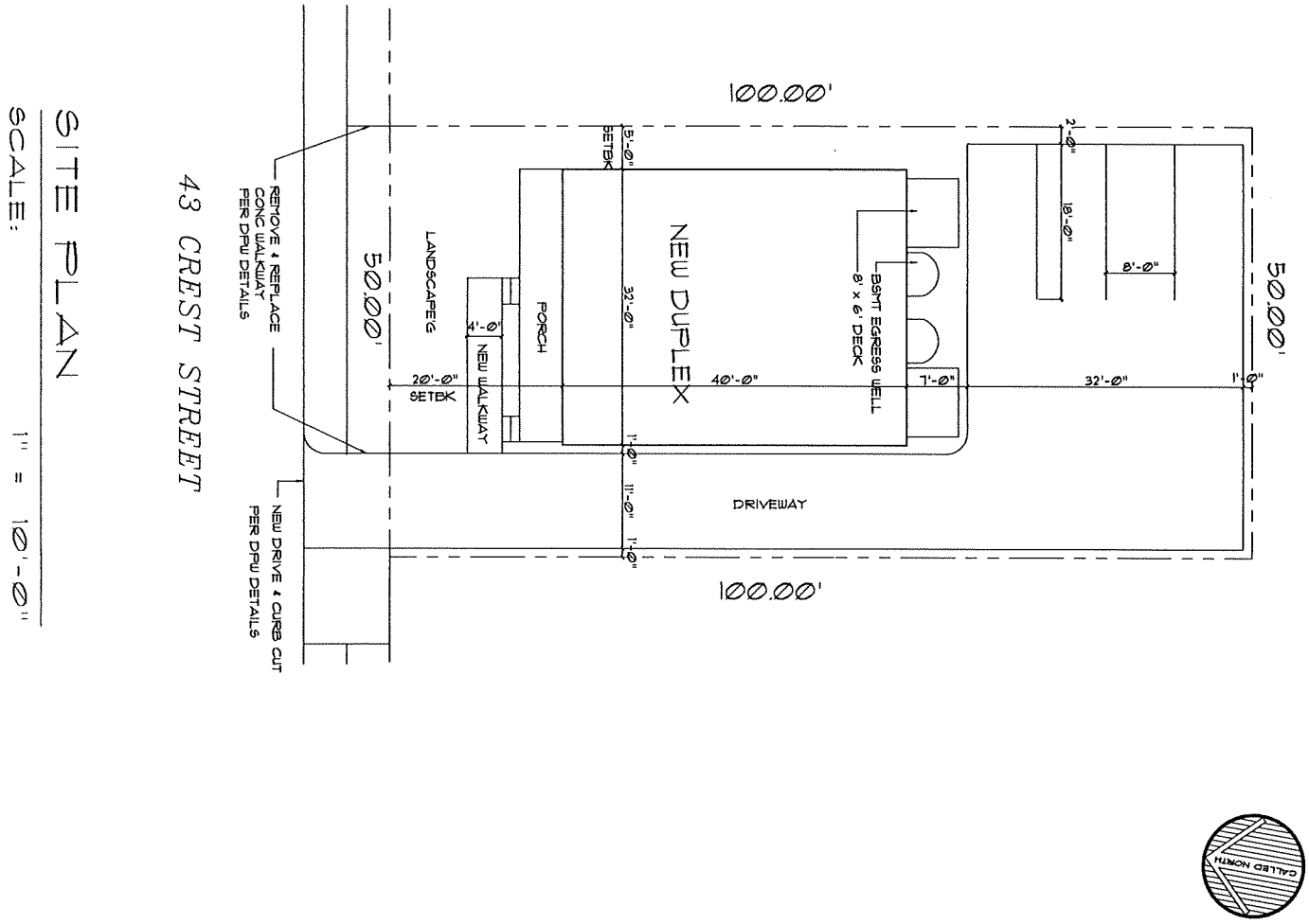
Sincerely,

Mary Kober

Treasurer

Pine Point Community Council

Attachment: 3248_SS_Wisteria_St_2024 (8173 : SS Wisteria Street)



43 CREST STREET

SITE PLAN

SCALE: 1" = 10'-0"

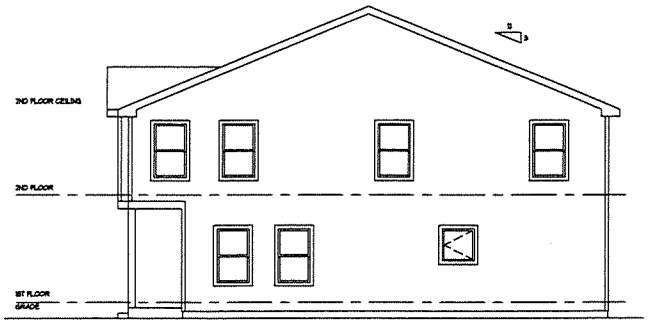
CALLED NORTH

Attachment: 3248_SS_Wisteria_St_2024 (8173 : SS Wisteria Street)

PROJECT TITLE	TRACYE WHITFIELD 43 CREST STREET SPRINGFIELD, MA
DRAWING TITLE	SITE PLAN
DATE	SEPTEMBER 2021
SCALE	1" = 10'-0"
DRAWN	MAH
PROJ. NO.	
SHEET NUMBER	S-1

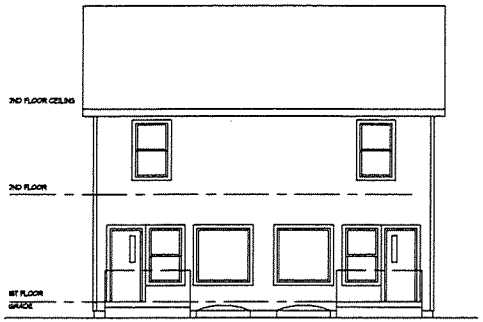
borndesign
my-ron hatchett, a.i.a
architect
1655 south branch pkwy.
springfield,ma. 01129
hatchettm@comcast.net
413-237-6838

Attachment: 3248_SS_Wisteria_St_2024 (8173 : SS Wisteria Street)



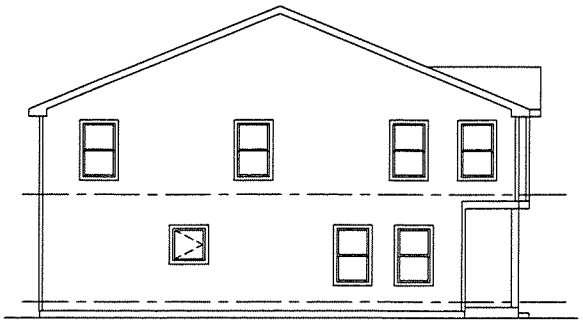
RIGHT ELEVATION

SCALE: ⅛" = 1'-Ø"



REAR ELEVATION

SCALE: ⅛" = 1'-Ø"



LEFT ELEVATION

SCALE: ⅛" = 1'-Ø"

FRONT ELEVATION

SCALE: ¼' = 1'-Ø"

borndesign
my-ron hatchett, a.i.a.
architect
1655 south branch pkwy.
springfield, ma. 01129
hatchettm@comcast.net
413-237-6838

PROJECT TITLE
TRACYE WHITFIELD
43 CREST STREET
SPRINGFIELD, MA.

DRAWING TITLE
ELEVATIONS

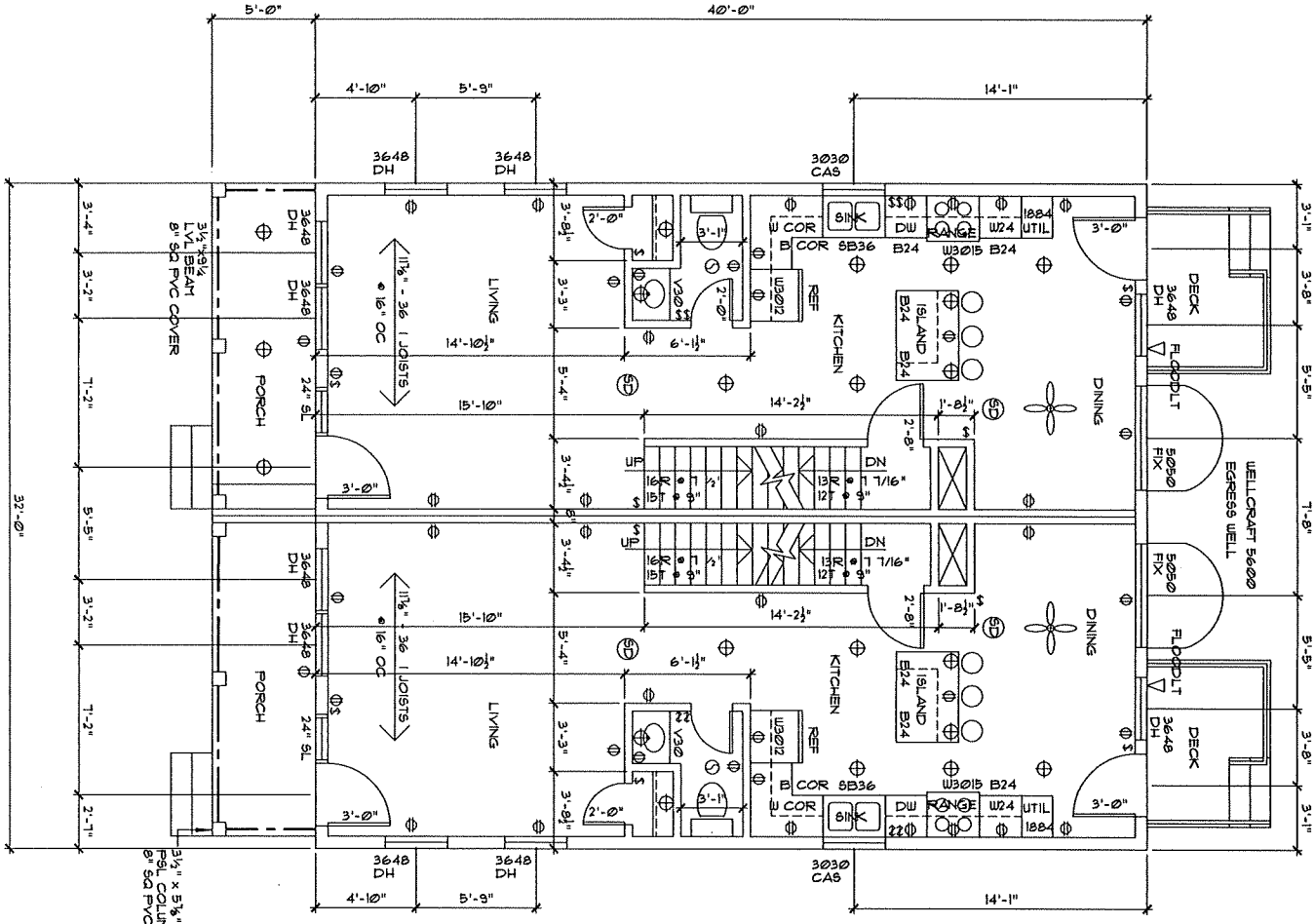
DATE
SEPTEMBER 2021

SCALE
AS NOTED

DRAWN
MAH

PROJ. NO.

SHEET NUMBER
A-3



FIRST FLOOR PLAN

SCALE: ¼" = 1'-0"

NOTES:

1. ALL WORK IS TO CONFORM TO THE LATEST EDITION OF THE MASACHUSETTS BUILDING CODE.
2. ALL DIMS ARE TO FACE OF STUD OR FOUNDATION OR CENTERLINE OF OPNG.
3. WINDOW SIZES 3050 = 3'-0" x 5'-0"
4. DOOR & WINDOW HGTS = 6'-8".
5. ALL ENGINEERED LUMBER & TRUSSES CALCULATIONS, SIZING & INSTRUCTIONS SHALL BE BY PROVIDER.
6. FINISHES & FIXTURES BY OWNER PER ALLOWANCE.
7. DECK CONSTRUCTION
   GUARDRAILS @ 42"
   BALLUSTERS @ 4" OC
   HANDRAILS @ 36"
8. ALL APPLIANCES SHALL BE ENERGY STAR RATED.
9. ALL PARTY WALLS & BATHROOMS TO RECEIVE BATT SOUND INSUL.

LEGEND:

- ⊕ RECEPTACLE
- ⊕ LIGHT FIXTURE
- Ⓕ FAN/LIGHT 50-110 CFM - CONT. OPERATION
- $ LIGHT SWITCH
- (SD) SMOKE DETECTOR - HARD WIRED
- (CO) CO2 DETECTOR

PROJECT TITLE	TRACYE WHITFIELD 2 43 CREST STREET SPRINGFIELD, MA.
DRAWING TITLE	FIRST FLOOR PLAN
DATE	SEPTEMBER 2021
SCALE	1/4" = 1'-0"
DRAWN	MAH
PROJ. NO.	
SHEET NUMBER	A-1

borndesign
my-ron hatchett, a.i.a.
architect
1655 south branch pkwy.
springfield,ma. 01129
hatchettm@comcast.net
413-237-6838

Attachment: 3248_SS_Wisteria_St_2024 (8173 : SS Wisteria Street)

SECOND FLOOR PLAN

SCALE: ¼" = 1'-0"

NOTES:

1. ALL WORK IS TO CONFORM TO THE LATEST EDITION OF THE MASACHUSETTS BUILDING CODE.
2. ALL DIMS ARE TO FACE OF STUD OR FOUNDATION OR CENTERLINE OF OPN'G.
3. WINDOW SIZES 3050 = 3'-0" x 5'-0"
4. DOOR & WINDOW HGTS = 6'-8".
5. ALL ENGINEERED LUMBER & TRUSSES CALCULATIONS, SIZING & INSTRUCTIONS SHALL BE BY PROVIDER
6. FINISHES & FIXTURES BY OWNER PER ALLOWANCE.

⊕ RECEPTACLE
⊕ LIGHT FIXTURE
$ LIGHT SWITCH
(SD) SMOKE DETECTOR - HARD WIRED

PROJECT TITLE	TRACYE WHITFIELD 2 43 CREST STREET SPRINGFIELD, MA.
DRAWING TITLE	SECOND FLOOR PLAN
DATE	SEPTEMBER 2021
SCALE	1/4" = 1'-0"
DRAWN	MAH
PROJ. NO.	
SHEET NUMBER	A-2

borndesign
my-ron hatchett, a.i.a.
architect
1655 south branch pkwy.
springfield,ma. 01129
hatchettm@comcast.net
413-237-6838

Attachment: 3248_SS_Wisteria_St_2024 (8173 : SS Wisteria Street)

PORCH FF =
6" BELOW 1ST FLOOR
3½" CONC SLAB ON
6 MIL VAPOR BARRIER ON
8" COMPACTED GRAVEL
8" CONC WALLS
20" x 8" CONC FOOT'G
BOF 4 FT BELOW FIN GRADE

DECK CONSTRUCTION:
TO BE PT WOOD OR PVC
4" x 4" POST & ANCHOR
3/4" DECKG
8" SONO TUBE FOUND.
W/ BELL BOTTOM
4 FT BELOW FIN GRADE

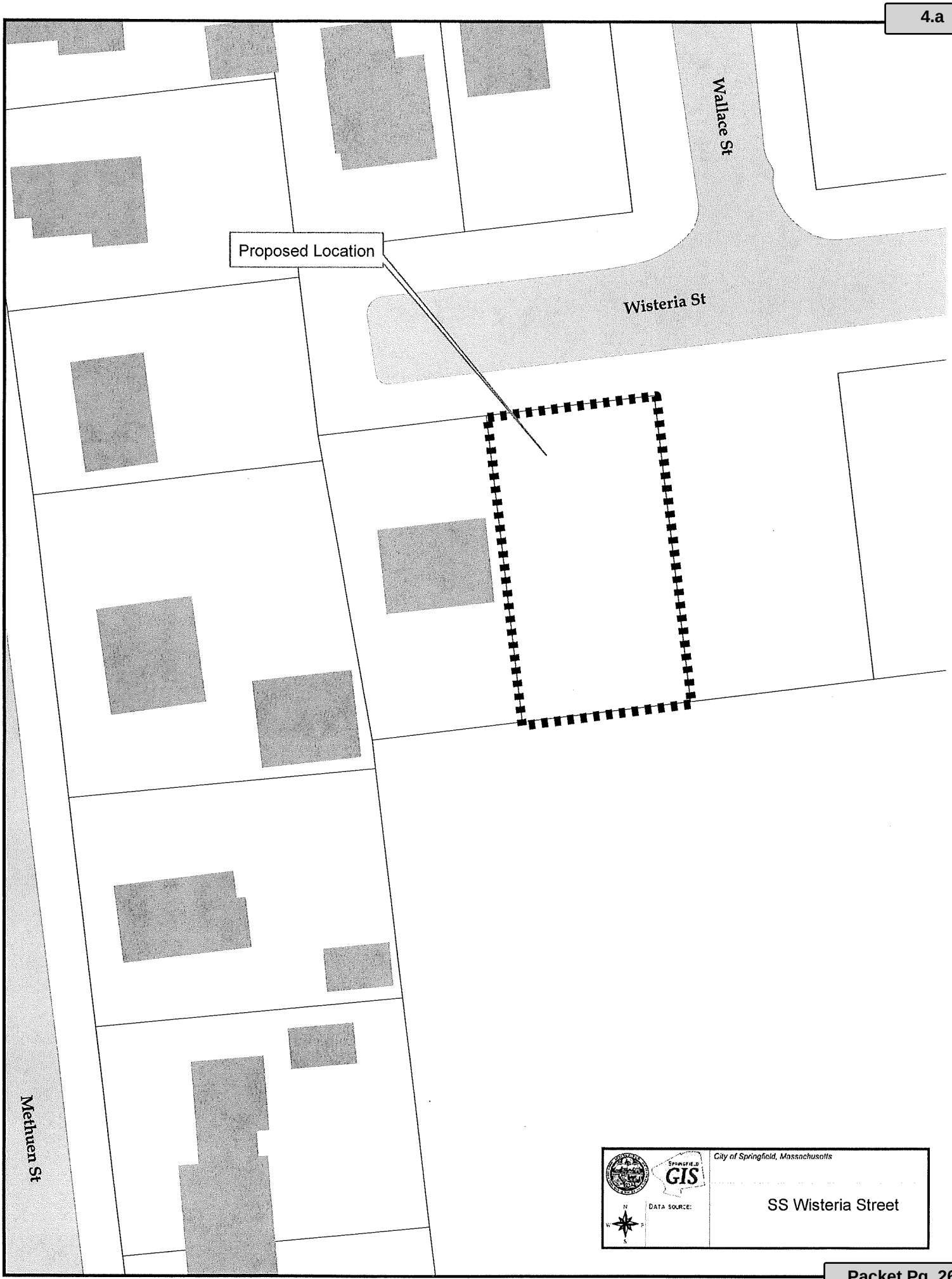
PROJECT TITLE
TRACYE WHITFIELD
43 CREST STREET
SPRINGFIELD, MA.

DRAWING TITLE
FOUNDATION PLAN

DATE: SEPTEMBER 2021
SCALE: 1/4" = 1'-0"
DRAWN: MAH
PROJ. NO.:
SHEET NUMBER: A-6

borndesign
my-ron hatchett, a.i.a.
architect
1655 south branch pkwy.
springfield,ma. 01129
hatchettm@comcast.net
413-237-6838

Attachment: 3248_SS_Wisteria_St_2024 (8173 : SS Wisteria Street)



Attachment: 3248_SS_Wisteria_St_2024 (8173 : SS Wisteria Street)

CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND TWENTY-FOUR

AN ORDINANCE

AMENDING SECTION 14 OF THE BUILDING ZONE MAP

Be it ordained by the City Council of the City of Springfield as follows:

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by changing from **Residence A to Residence B** the zoning on **Plot #3248**, **Section 14** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked **"Section 14 Building Zone Map of the City of Springfield."**

Approved as to Form;

Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on August 21, 2024 and September 4, 2024 regarding the above Ordinance amendment.

__3__ Person(s) appeared in favor, and ___3____Person(s) appeared in opposition.

Gloria DeFillipo, Chairperson

Attachment: 3248_SS_Wisteria_St_2024_PB_Report (8173 : SS Wisteria Street)

CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND TWENTY-FOUR

AN ORDINANCE

AMENDING SECTION 14 BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by changing from **Residence A to Residence B** the zoning on **Plot #3248**, **Section 14** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked **"Section 14 Building Zone Map of the City of Springfield."**

Attachment: 3248_SS_Wisteria_St_2024_PB_Report (8173 : SS Wisteria Street)

REPORT TO CITY COUNCIL
ZONE CHANGE HEARING

PETITION: #3248 **DATE: September 5, 2024**
SECTION: 14

To the Honorable Mayor and City Council of the City of Springfield, Massachusetts, the Planning Board submits the following report on the Zone Change Petition, which was referred to the Board for its recommendation:

PETITIONER: JETS Property Development, LLC

ADDRESS: SS Wisteria Street (12413-0048)

CHANGE REQUESTED: Proposed zone change from Residence A to Residence B

PETITIONER'S PURPOSE STATEMENT: Two-family development

DATE OF PUBLIC HEARING: August 21, 2024/September 4, 2024

DATE OF FINAL DECISION: September 4, 2024

BOARD MEMBERS PRESENT and COUNT: seven (7): Mr. Cunningham, Mr. Florian, Mr. Daniele, Ms. Defillipo, Ms. Choi, Mr. Mineo and Ms. McQuade

FINAL MOTION: APPROVE

IN FAVOR: six (6): Mr. Cunningham, Mr. Florian, Mr. Daniele, Ms. Defillipo, Ms. Choi and Ms. McQuade

OPPOSED: zero (0)

ABSTAINED: one (1): Mr. Mineo

RECOMMENDATION: APPROVED

Respectfully submitted,

Gloria DeFillipo

Gloria DeFillipo, Chairperson

Attachment: 3248_SS_Wisteria_St_2024_PB_Report (8173 : SS Wisteria Street)

City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

PETITION (ID # 8230)

Meeting: 09/16/24 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors:
DOC ID: 8230

GONETSPEED - Jennings St.

ORDER FOR LOCATION OF UNDERGROUND CONDUIT

WHEREAS, The Board of Public Works, to which was referred the petition of Gonetspeed to install 1- 4" conduit with fiber optic cables approximately 300 feet from utility pole #22 on the north side of Grayson Drive and ending at utility pole #8 south side of Jenning Street.

WHEREAS, said petition Jenning Street was referred to the Board of Public Works on July 23, 2024; and

WHEREAS, On July 24, 2024, a Notice of a Public Hearing on Jenning Street to be held August 15, 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 August 15, 2024, the Board of Public Works reported thereon that, after careful consideration of the Gonetspeed petition Jenning Street to install approximately 300 feet of 1- 4" conduit with fiber optic cables, starting at utility pole # 22 on the north side of Grayson Drive running westerly direction 51' feet to Methuen Street to turn northerly direction approximately 98' feet to turn westerly direction on Jenning Street with 1- 4" conduit with fiber optic cables approximately 157' feet to pole #8 on the south side of Jenning Street. This is needed to create diversity and avoid the collapsing of our various routes throughout Springfield., all as substantially shown on a plan attached with the project name:

Grayson Dr., Jennings St., and Methuen St.

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 Grayson Dr., Jennings St., and Methuen St. 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.

GONETSPEED

Petition to Install and Maintain Fiber Optic Facilities

Date: July 23, 2024

To: The City of Springfield, Massachusetts
Board of Public Works
70 Tapley St.
Springfield, MA 01103

From: CRC Communications, LLC d/b/a GoNetspeed
56 Campus Dr.
New Gloucester, ME 04260

Location: Approximately:
538 Grayson Dr.
Springfield, MA 01119

CRC Communications, LLC d/b/a GoNetspeed, anticipates that, as provided by law, it may be granted permission to install and maintain fiber optic facilities in the public right-of-way.

The project is as follows: start at utility pole # 22 (42.130773°, -72.514606°), bore approximately 51' West, turn right, bore approximately 98' North, turn left, bore approximately 157' West, ending at utility pole # 8 (42.130979°, -72.515435°).

The purpose of this is to install 4" HDPE conduit approximately 24" below ground level to house our 288-count fiber optic cable. This is needed to create diversity and avoid collapsing of our various routes throughout Springfield.

Please see the attached plan. If you have any questions or need additional information, please contact me.

Benjamin T. Madden
Permitting Coordinator
207-232-9001
benjamin.madden@gonetspeed.com
56 Campus Dr., New Gloucester, ME 04260

GONETSPEED

Attachment: SPRFD-D2 - 01 - Underground - City of Springfield - Board of Public Works - Infrastructure Petition (07-23-24) (8230 :

Contact Information:

Project Owner:
CRC Communications LLC d/b/a GoNetspeed
Contact: Nathan Trask - Manager of OSP Engineering
Phone: 207-577-5705
Email: nathan.trask@gonetspeed.com

Construction:
CHR Solutions, Inc.
Contact: Brian Otto - Outside Plant Manager
Phone: 402-430-4484
Email: brian.otto@chrsolutions.com

Engineering:
CHR Solutions, Inc.
Contact: John Foster - Director of Engineering
Phone: 239-745-4969
Email: john.foster@chrsolutions.com

GONETSPEED
Connecting Communities

SPRFD-D2 - 01
Grayson Dr., Jennings St., and Methuen St.
Springfield, MA

	PERMIT INDEX
T1	TITLE SHEET
T2	LEGEND AND NOTES
A1	PLAN AND PROFILE PAGES
B1	TYPICAL DETAILS
C1	BORE PROFILE DETAILS

	BILL OF MATERIALS
324'	4" HDPE CONDUIT

SCALE:	
DRAWN BY:	Gayathri
DATE CREATED:	07/18/2024
REVISION:	A
CLIENT:	GoNetspeed
PERMIT:	SPRFD-D2
PLAN PAGE:	T1

CHR Solutions

Attachment: SPRFD-D2 - 01 - Underground - City of Springfield - Board of Public Works - Infrastructure Petition (07-23-24) (8230 : GONETSPEED

- PROPOSED STRAND
- UG — PROPOSED CONDUIT
- EX — EXISTING CONDUIT
- C/L — CENTERLINE
- EOP — EDGE OF PAVEMENT
- ROW — RIGHT OF WAY
- P/L — PROPERTY LINE
- E — ELECTRICAL LINE
- C — COMMUNICATIONS LINE
- SAN — WASTE WATER LINE
- GAS — GAS LINE LINE
- W — WATER LINE
- STM — STORM WATER LINE
- R — RECLAIMED WATER LINE
- SIDEWALK
- FIRE HYDRANT
- G — GAS UTILITY FEATURE
- S — WASTE WATER UTILITY FEATURE
- W — WATER UTILITY FEATURE
- D — STORM WATER UTILITY FEATURE
- C — COMMUNICATIONS UTILITY FEATURE
- R — RECLAIMED WATER UTILITY FEATURE
- TC — TRAFFIC CONTROL UTILITY FEATURE
- E — ELECTRICAL UTILITY FEATURE
- PH — PROPOSED POTHOLE
- STREET LIGHT
- EXISTING STRUCTURE
- WATER SERVICE LINE TO BE EXPOSED
- PROPOSED UTILITY PEDESTAL
- PROPOSED STRUCTURE
- DESIGN SPLICE CLOSURE
- FIBER DISTRIBUTION HUB
- HANDHOLE (10")
- POLE
- PROPOSED BORE PIT

GENERAL NOTES

1. GENERAL NOTES SHALL APPLY TO ALL DRAWINGS.
2. ALL WORK SHALL COMPLY WITH APPLICABLE STATE, COUNTY, & LOCAL REGULATORY AGENCIES. INCLUDING BUT NOT LIMITED TO OSHA, DOT, ESL.
3. THE CONTRACTOR SHALL CONTACT THE ADJACENT PROPERTY OWNERS A MINIMUM OF 12 HOURS IN ADVANCE OF CONSTRUCTION AT THE WORK SITE.
4. ALL TRAFFIC CONTROL DEVICES SHALL BE IN PLACE BEFORE WORK IS STARTED. DEVICES NO LONGER REQUIRED SHALL BE REMOVED AS SOON AS POSSIBLE.
5. PEDESTRIAN TRAFFIC AREAS MUST BE MAINTAINED AT ALL TIMES. PEDESTRIANS MAY NOT BE REROUTED ONTO PRIVATE PROPERTY OR INTO STREETS.NO EQUIPMENT OR MATERIALS SHALL BE STORED OR PERMITTED TO STAND UNPROTECTED WHERE TRAFFIC IS MAINTAINED.
6. NO EQUIPMENT OR MATERIALS SHALL BE STORED ON ROAD SURFACE DURING NON-WORKING PERIODS.
7. NO EQUIPMENT OR MATERIALS SHALL BE STORED ON S/W AT ANY TIME.
8. EXCAVATION MATERIAL SHALL BE STORED AWAY FROM THE PAVED ROADWAY. ALL SPILLED MATERIAL WILL BE REMOVED IMMEDIATELY.
9. EXISTING SIGNS, DELINEATORS, GUARDRAILS, MARKERS, TREES, SHRUBS, FENCES, WALKS, STEPS, ESL., THAT ARE DISTURBED BY THIS CONSTRUCTION SHALL BE REPLACED OR RESTORED TO THEIR ORIGINAL CONDITION OR TO THE SATISFACTION OF THE INSPECTING ENGINEER, PROPERTY OWNER, CITY, COUNTY, OR STATE AND/OR ANY OTHER AGENCY HAVING AUTHORITY/JURISDICTION.
10. CITY, COUNTY, OR STATE ROAD SIGNS, DELINEATORS, GUARDRAILS, SHALL NOT BE REMOVED. WRITTEN PERMISSION SHALL BE REQUIRED PRIOR TO TO ANY EXCAVATION IN THIS AREA.
11. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY, COUNTY, OR STATE SPECIFICATIONS AND STANDARDS.
12. ALL PERSONS WHO FLAG TRAFFIC ON STATE RIGHT-OF-WAY MUST BE CERTIFIED.
13. ALL SURFACE AND SUBSURFACE RESTORATION IS TO BE IDENTICAL TO THE ADJACENT UNDISTURBED AREAS.
14. THE CONTRACTOR IS RESPONSIBLE FOR ANY UTILITY DAMAGES. WHEN ANY PERSON DAMAGES A UTILITY LINE OR PROTECTIVE COATING DURING EXCAVATION OR DEMOLITION THE ONSITE CITY INSPECTOR AND THE AFFECTED UTILITY WILL BE NOTIFIED.
15. ON ALL WORK ASSOCIATED WITH DOT PROJECTS THE RESIDENT ADMINISTRATOR FOR DOT MUST BE NOTIFIED AT LEAST 48 HRS BEFORE STARTING WORK.
16. CONTRACTOR IS RESPONSIBLE FOR ALL COMPACTING AND SEDIMENT CONTROL REGULATIONS.
17. NO HANDHOLES ARE TO BE PLACED WITHIN DITCH LINES

CONSTRUCTION NOTES

1. ALL EXCAVATIONS WILL HAVE FIBER OPTIC WARNING TAPE INSTALLED A MINIMUM OF 9" BELOW FINAL GRADE.
2. WHENEVER DIRECTIONAL BORING IS UTILIZED TO INSTALL CONDUITS ALL EXCAVATIONS SHALL BE BACKFILLED PER DOT SPECIFICATIONS.
3. WHEN DIRECTIONAL BORING MAXIMUM PRESSURE WILL NOT EXCEED 350 PSI AND MAXIMUM FLUID RATE WILL NOT EXCEED 15 GPM.
4. VERIFICATION OF THE LOCATION OF ALL UTILITY CROSSINGS IS THE SUBCONTRACTOR'S RESPONSIBILITY. HAND DIG WHERE REQUIRED. ALL KNOWN UTILITIES MUST BE "TEST PITTED".
5. CONTRACTOR TO MAINTAIN AT LEAST 2' HORIZTONAL SEPARATION AND 3' VERTICAL SEPARATION FROM EXISTING UTILITIES OR DRAINAGE STRUCTURES.
6. CONTACT LOCAL 811 SERVICE 72 HOURS IN ADVANCE OF CONSTRUCTION FOR LOCATION OF BURIED UTILITIES.
7. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL DOT TRAFFIC LOOPS LOCATED.
8. CONFIRM WITH CLIENT, WITH DOT CORRESPONDENCE, THAT ALL TRAFFIC LOOP LOCATIONS HAVE BEEN COORDINATED FOR MARKING.
9. AT THE END OF EACH WORK DAY CONDUIT CAPS WILL BE PLACED ON ALL VACANT DUCTS.
10. A MINIMUM BENDING RADIUS OF 24" FOR FIBER CABLE WILL BE ADHERED TO.
11. MAXIMUM CABLE INSTALLATION TENSION SHALL NOT EXCEED 600 POUNDS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND STORAGE OF ALL SHRUBBERY TO BE REPLACED.
13. RESTORATION OF THE CONSTRUCTION AREA TO ORIGINAL OR BETTER CONDITION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
14. PLACE 6" OF 3/4" CRUSHED ROCK IN THE BOTTOM OF THE PIT PRIOR TO PLACING THE HANDHOLE.
15. ALWAYS HAND DIG WITHIN 2' OF UTILITIES.
16. PLACE A COIL OF SLACK IN EACH HANDHOLE/MANHOLE AS SPECIFIED.
17. EXCAVATE OUTSIDE THE DRIP LINE OF ALL TREES TO PREVENT ROOT DAMAGE.
18. CONSTRUCTION MATERIALS AND STAGING AREAS ARE NOT PERMITTED WITHIN 25' BUFFER ZONE OF WETLANDS, CREEKS, AND STREAMS.
19. THE CURB AND GUTTER IS NOT TO BE DISTURBED WITHOUT PRIOR APPROVAL.
20. IN THE EVENT THAT IT IS NECESSARY TO REMOVE ANY PORTION OF THE CURB AND GUTTER, IT IS TO BE REPLACED SEAM TO SEAM IN A MATCHING CONFIGURATION TO THE ADJACENT CURB AND GUTTER.

CONSTRUCTION NOTES

21. THE LOCATION OF THE EXISTING UTILITIES REFLECTED ON THESE PLANS ARE ONLY AN ESTIMATION AND NEED TO BE LOCATED PRIOR TO BEGINNING WORK.
22. MATERIAL RESULTING FROM EXCAVATION WILL NOT BE PLACED IN SUCH A MANNER THAT IT IS DISPERSED BY CURRENT OR OTHER FORCES. THE MATERIAL SHOULD BE COLLECTED AND CONTAINED
23. AT ONE SITE AS APPROPRIATE.
24. APPROPRIATE SILTATION AND EROSION CONTROLS WILL BE USED AND MAINTAINED IN EFFECTIVE OPERATING CONDITION DURING CONSTRUCTION, AND ALL EXPOSED SOIL AND FILLS WILL BE PERMANENTLY STABILIZED AT THE EARLIEST PRACTICABLE DATE.
25. SEDIMENT CONTROL FENCE (SILT FENCE) SHOULD BE INSTALLED AND MAINTAINED FOR THE DURATION OF THE CONSTRUCTION. SILT FENCE WILL BE INSTALLED ALONG AND WITHIN THE RIGHT-OF-WAY LINE (12 FT. AWAY FROM THE EDGE OF THE RIGHT-OF-WAY), IF A BODY OF WATER OR POTENTIAL WETLAND IS LOCATED WITHIN 60 FT. FROM THE EDGE OF THE RIGHT-OF-WAY. ANY OTHER SITUATIONS WILL BE APPROVED BY ENGINEER.
26. ANY DISTURBED AREA WILL BE RESEEDED WITH NATIVE GRASS SEED, AND SEDIMENT CONTROL FENCE SHOULD REMOVED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.
27. WHEN CONSTRUCTING IN CITY LIMITS, ALL ROADWAY DRAINS, SUCH AS INLETS NEAR CURBS OR DROP INLETS ON ROADWAYS WHICH ARE LOCATED WITHIN THE RIGHT-OF-WAY, SHALL BE PROTECTED WITH TYPICAL INLET SEDIMENT FILTERS. THESE FILTERS WILL BE REMOVED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.
28. ALL CABLE MARKERS TO BE PLACED AS FAR BACK TO RIGHT-OF-WAY LINE AS POSSIBLE.
29. ALL HARD SURFACED DRIVEWAYS TO BE DIRECTIONAL BORED.
30. ALL PROPOSED DIRECTIONAL BORE CROSSING STATE ROUTES WILL HAVE AN OPERATING PRESSURE LESS THAN 300 PSI AND 15 GPM.
31. HEAVY EQUIPMENT WORKING IN WETLANDS WILL BE PLACED ON MATS OR LOW GROUND PRESSURE EQUIPMENT USED DURING CONSTRUCTION TO LIMIT SOIL DISTURBANCE TO THE MINIMUM AREA REQUIRED TO INSTALL THE UTILITY.
32. NO STAGING AREAS OR TEMPORARY ACCESS ROADS WILL BE PLACED IN WETLANDS.
33. EXCESS MATERIAL WILL BE REMOVED FROM THE WETLAND AND PLACED ON UPLAND AREAS IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.

Attachment: SPRFD-D2 - 01 - Underground - City of Springfield - Board of Public Works - Infrastructure Petition (07-23-24) (8230 :

811

CHR Solutions

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE ROUTE BEFORE PROCEEDING WITH THE WORK AND IS RESPONSIBLE FOR THE SAME

PERMIT:

DRAWN BY:

CHECKED BY:

APPROVED BY:

REV	DATE	DESCRIPTION

SHEET TITLE

LEGEND AND NOTES

T2

WOODROW ST

JENNINGS ST

METHUEN ST

GRAYSON DR

FOX RD

PLACE (1) 4" HDPE
ORANGE CONDUIT

132'

30'

3' R/L TO EOP
5' R/L TO ROW
13' R/L TO C/L
23' EOP TO EOP
38' ROW TO ROW

EXISTING POLE

START PERMIT
42.130770
-72.514605

162'

17' C/L TO POLE

PLACE (1) 4" HDPE
ORANGE CONDUIT

END PERMIT
42.130984
-72.515435

EXISTING POLE

11' C/L TO POLE

34' ROW TO ROW

20' EOP TO EOP

11' R/L TO C/L

5' R/L TO ROW

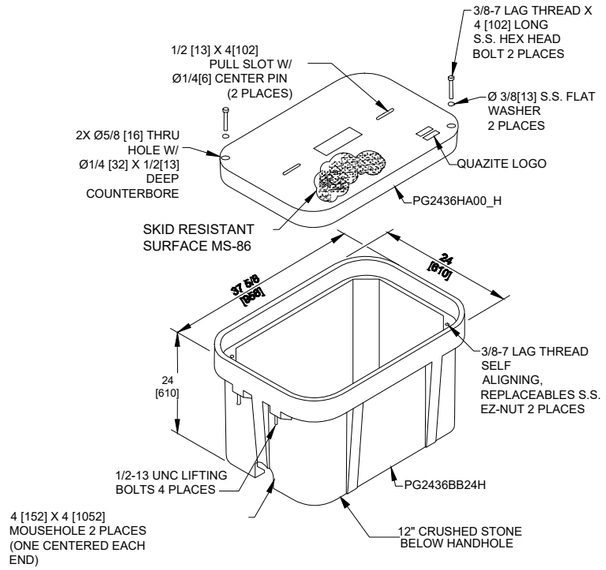
1' R/L TO EOP

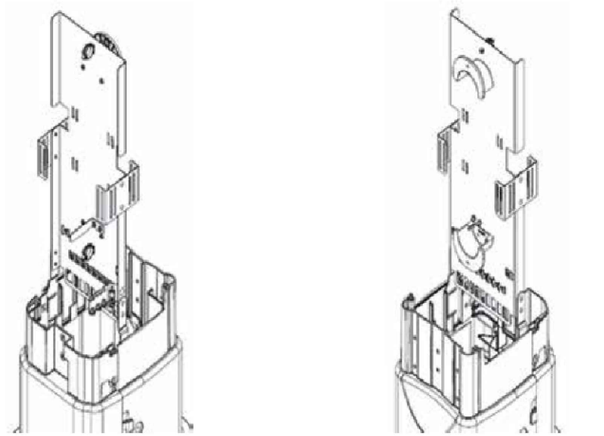
SCALE:	1:50
DRAWN BY:	Gayathri
DATE CREATED:	07/18/2024
REVISION:	A
CLIENT:	GoNetspeed
PERMIT:	SPRFD-D2
PLAN PAGE:	A1

CHR Solutions

Attachment: SPRFD-D2 - 01 - Underground - City of Springfield - Board of Public Works - Infrastructure Petition (07-23-24) (8230 : GONETSPEED

24" x 36" x 24" HANDHOLE DETAILS





Front *Rear*

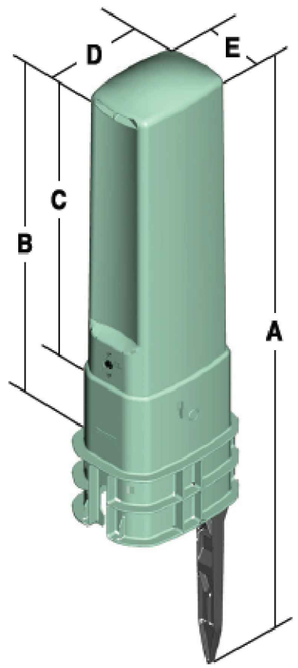
10-in. Fiber Pedestal

Front & Back Views with Self-Supporting Base and Metal Insert
(fiber cable & splice trays not included)

Dimensions

PED	A	A	B*	C	D	E
	Short Self Supporting Base	Snap on Stake or Integral Spade				
Pro6	45- in.	65- in.	35- in.	30- in.	9- in.	6.5- in.
Pro8	45- in.	65- in.	35- in.	30- in.	10.5- in.	8- in.
Pro10	45- in.	65- in.	35- in.	30- in.	12- in.	10.8- in.
Pro 12	45- in.	60- in.	35- in.	30- in.	14.5- in.	11.5- in.

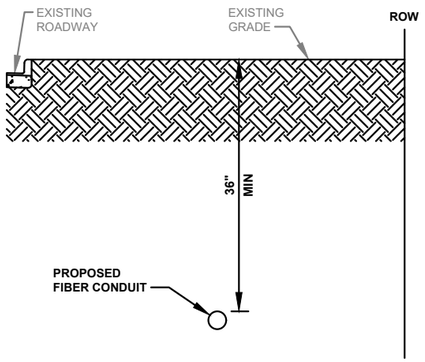
*Height of enclosure above ground.



SCALE:
DRAWN BY: Gayathri
DATE CREATED: 07/18/2024
REVISION: A
CLIENT: GoNetspeed
PERMIT: SPRFD-D2
PLAN PAGE: B1

CHR Solutions

Attachment: SPRFD-D2 - 01 - Underground - City of Springfield - Board of Public Works - Infrastructure Petition (07-23-24) (8230 :



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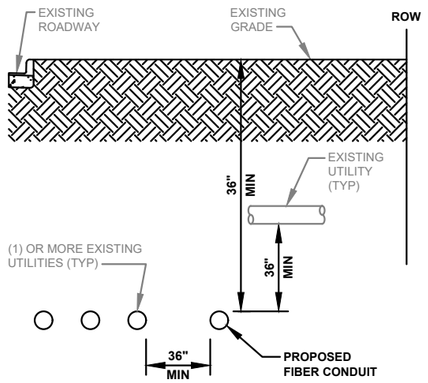
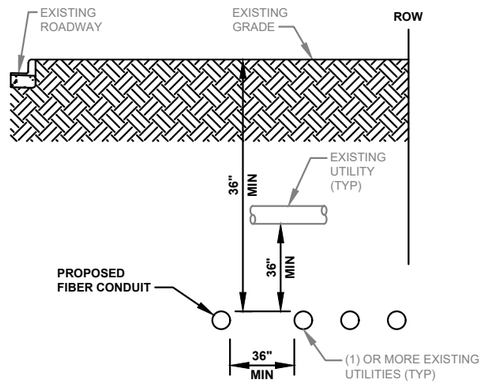
TYPICAL BORE SECTION | NO SCALE | A



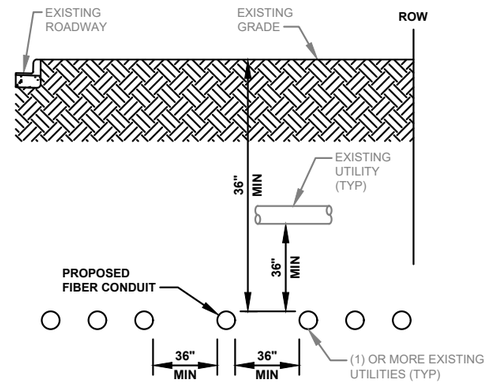
NOTE: SIDEWALK OMITTED FOR CLARITY.

TYPICAL BORE SECTION WITH EXISTING UTILITIES | NO SCALE | B



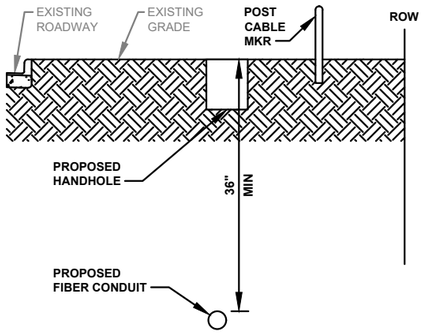
NOTE: SIDEWALK OMITTED FOR CLARITY.

TYPICAL BORE SECTION WITH EXISTING UTILITIES | NO SCALE | C



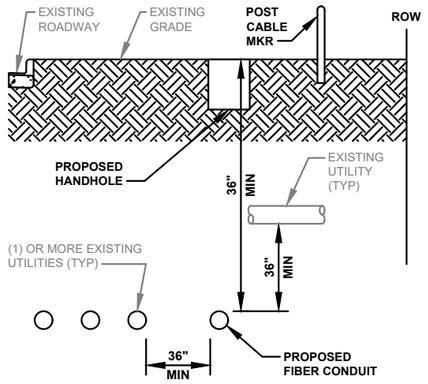
NOTE: SIDEWALK OMITTED FOR CLARITY.

TYPICAL BORE SECTION WITH EXISTING UTILITIES | NO SCALE | D



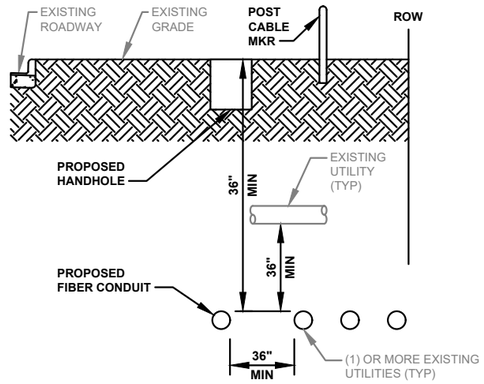
NOTE: SIDEWALK OMITTED FOR CLARITY.

TYPICAL BORE SECTION WITH VAULT & EXISTING UTILITIES | NO SCALE | E



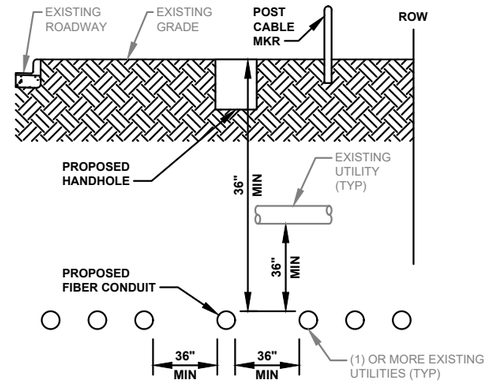
NOTE: SIDEWALK OMITTED FOR CLARITY.

TYPICAL BORE SECTION WITH VAULT & EXISTING UTILITIES | NO SCALE | F



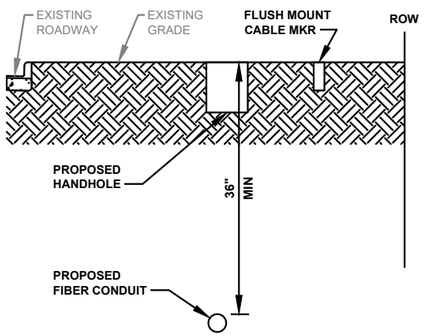
NOTE: SIDEWALK OMITTED FOR CLARITY.

TYPICAL BORE SECTION WITH VAULT & EXISTING UTILITIES | NO SCALE | G



NOTE: SIDEWALK OMITTED FOR CLARITY.

TYPICAL BORE SECTION WITH VAULT & EXISTING UTILITIES | NO SCALE | H



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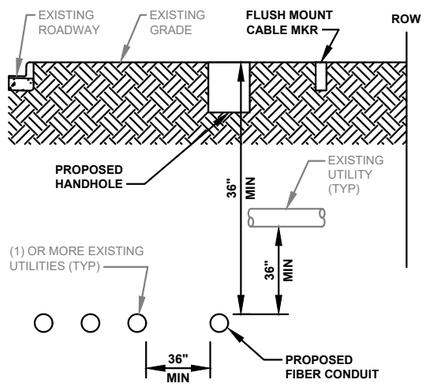
TYPICAL BORE SECTION WITH VAULT & EXISTING UTILITIES | NO SCALE | I



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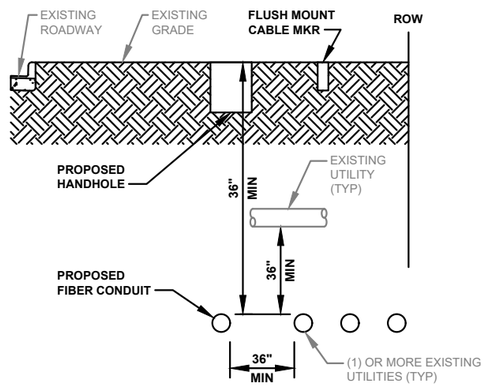

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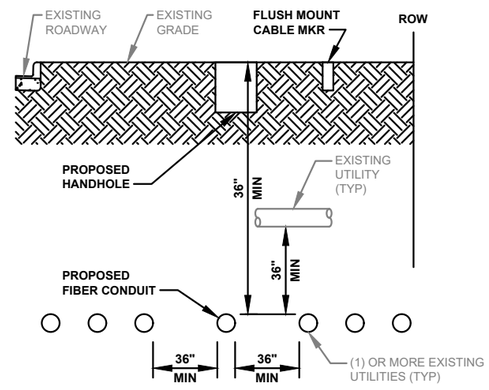


NOTE: SIDEWALK OMITTED FOR CLARITY.

TYPICAL BORE SECTION WITH VAULT & EXISTING UTILITIES | NO SCALE | L

TYPICAL BORE AND VAULT DIAGRAMS

SCALE:
DRAWN BY: Gayathri
DATE CREATED: 07/18/2024
REVISION: A
CLIENT: GoNetspeed
PERMIT: SPRFD-D2
PLAN PAGE: C1

CHR Solutions

Attachment: SPRFD-D2 - 01 - Underground - City of Springfield - Board of Public Works - Infrastructure Petition (07-23-24) (8230 :

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: August 15, 2024

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

The Board of Public Works, to which referred the petition of Gonetspeed to install approximately 300 feet of 1- 4" conduit with fiber optic cables, starting at utility pole # 22 on the north side of Grayson Drive running westerly direction 51 feet to Methuen Street to turn northerly direction approximately 98' feet to turn westerly direction on Jenning Street with 1- 4" conduit with fiber optic cables approximately 157' feet to pole #8 on the south side of Jenning Street., all as substantially shown on a plan attached, Grayson Dr., Jennings St., and Methuen St., which is incorporated herein by reference and to lay and maintain underground cables and fiber optic lines in a public way, 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 August 15, 2024, at 3:45 P.M. at the corner of Jennings Street and Methuen Street in Springfield, MA after due notice from the office of the City Clerk. Two (2) members of the Board and three (3) persons interested in the matter were present. Of the latter, three (3) voted in favor and no one (0) voted against.

The Board finds the request needed to create diversity and avoid the collapsing of our various fiber optic line routes throughout Springfield.

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-Grayson Dr., Jennings St. (8230 : GONETSPEED - Jennings St.)

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 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.

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.

John J. Fitzgerald)

)

)

BOARD OF PUBLIC WORKS

Attachment: Report-Grayson Dr., Jennings St. (8230 : GONETSPEED - Jennings St.)

City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

PETITION (ID # 8227)

Meeting: 09/16/24 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors:
DOC ID: 8227

GONETSPEED- Wisteria Street

ORDER FOR LOCATION OF UNDERGROUND CONDUIT

WHEREAS, The Board of Public Works, to which was referred the petition of Gonetspeed to install 1- 4" conduit with fiber optic cables approximately 472 feet from utility pole #12 ending at utility pole # 2073 / 3B south side of Wisteria Street.

WHEREAS, said petition Wisteria Street was referred to the Board of Public Works on July 23, 2024; and

WHEREAS, On July 24, 2024, a Notice of a Public Hearing on Wisteria Street to be held August 15, 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 August 15, 2024, the Board of Public Works reported thereon that, after careful consideration of the Gonetspeed petition Wisteria Street to install 1- 4" conduit with fiber optic cables approximately 472 feet from pole #12 located on the south corner of the intersection of Wisteria Street and Slater Ave. and ending at utility pole # 2073 / 3B south side in front of house #57 Wisteria Street to allowing Gonetspeed to provide high-speed fiber optic broadband services. This is needed to create diversity and avoid the collapsing of our various routes throughout Springfield., all as substantially shown on a plan attached with the project name:

Wisteria 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 Wisteria 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: August 15, 2024

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

The Board of Public Works, to which referred the petition of Gonetspeed to install 1- 4" conduit with fiber optic cables approximately 472 feet from pole #12 located on the south corner of the intersection of Wisteria Street and Slater Ave. and ending at utility pole # 2073 / 3B south side in front of house #57 Wisteria Street., all as substantially shown on a plan attached, Wisteria Street, which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in a public way, 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 August 15, 2024, at 3:30 P.M. at the corner of Wisteria Street and Slater Ave. Springfield, MA after due notice from the office of the City Clerk. Two (2) members of the Board and two (2) persons interested in the matter were present. Of the latter, two (2) voted in favor and no one (0) voted against.

The Board finds the request needed to create diversity and avoid the collapsing of our various fiber optic lines routes throughout Springfield.

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: Report-Wisteria St. (8227 : GONETSPEED- Wisteria Street)

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.

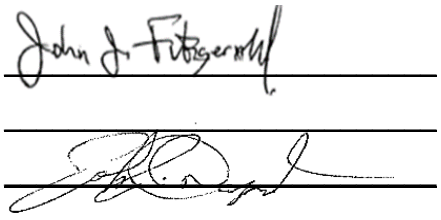
Any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.

That 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.

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

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Attachment: Report-Wisteria St. (8227 : GONETSPEED- Wisteria Street)

GONETSPEED

Petition to Install and Maintain Fiber Optic Facilities

Date: July 23, 2024

To: The City of Springfield, Massachusetts
Board of Public Works
70 Tapley St.
Springfield, MA 01103

From: CRC Communications, LLC d/b/a GoNetspeed
56 Campus Dr.
New Gloucester, ME 04260

Location: Approximately:
144 Slater Ave.
Springfield, MA 01119

CRC Communications, LLC d/b/a GoNetspeed, anticipates that, as provided by law, it may be granted permission to install and maintain fiber optic facilities in the public right-of-way.

The project is as follows: start at utility pole # 12 (42.134516°, -72.511385°), bore approximately 472' West, ending at utility pole # 2073 / 3B (42.134357°, -72.513121°).

The purpose of this is to install 4" HDPE conduit approximately 24" below ground level to house our 288-count fiber optic cable. This is needed to create diversity and avoid collapsing of our various routes throughout Springfield.

Please see the attached plan. If you have any questions or need additional information, please contact me.

Benjamin T. Madden
Permitting Coordinator
207-232-9001
benjamin.madden@gonetspeed.com
56 Campus Dr., New Gloucester, ME 04260

GONETSPEED

Attachment: SPRFD-A1 - 01 - Underground - City of Springfield - Board of Public Works - Infrastructure Petition (07-23-24) (8227 :

Contact Information:

Project Owner:
CRC Communications LLC d/b/a GoNetspeed
Contact: Nathan Trask - Manager of OSP Engineering
Phone: 207-577-5705
Email: nathan.trask@gonetspeed.com

Construction:
CHR Solutions, Inc.
Contact: Brian Otto - Outside Plant Manager
Phone: 402-430-4484
Email: brian.otto@chrsolutions.com

Engineering:
CHR Solutions, Inc.
Contact: John Foster - Director of Engineering
Phone: 239-745-4969
Email: john.foster@chrsolutions.com

GONETSPEED
Connecting Communities

SPRFD-A1 - 01
Wisteria St.
Springfield, MA

	PERMIT INDEX
T1	TITLE SHEET
T2	LEGEND AND NOTES
A1	PLAN AND PROFILE PAGES
B1	TYPICAL DETAILS
C1	BORE PROFILE DETAILS

	BILL OF MATERIALS
472'	4" HDPE CONDUIT

SCALE:	
DRAWN BY:	Gayathri
DATE CREATED:	07/18/2024
REVISION:	A
CLIENT:	GoNetspeed
PERMIT:	SPRFD-A1 -
PLAN PAGE:	T1

CHR Solutions

Attachment: SPRFD-A1 - 01 - Underground - City of Springfield - Board of Public Works - Infrastructure Petition (07-23-24) (8227 :

PROPOSED STRAND
UG PROPOSED CONDUIT
EX EXISTING CONDUIT
C/L CENTERLINE
EOP EDGE OF PAVEMENT
ROW RIGHT OF WAY
P/L PROPERTY LINE
E ELECTRICAL LINE
C COMMUNICATIONS LINE
SAN WASTE WATER LINE
GAS GAS LINE LINE
W WATER LINE
STM STORM WATER LINE
R RECLAIMED WATER LINE
SIDEWALK
FIRE HYDRANT
G GAS UTILITY FEATURE
S WASTE WATER UTILITY FEATURE
W WATER UTILITY FEATURE
D STORM WATER UTILITY FEATURE
C COMMUNICATIONS UTILITY FEATURE
R RECLAIMED WATER UTILITY FEATURE
TC TRAFFIC CONTROL UTILITY FEATURE
E ELECTRICAL UTILITY FEATURE
PH PROPOSED POTHOLE
STREET LIGHT
EXISTING STRUCTURE
WATER SERVICE LINE TO BE EXPOSED
PROPOSED UTILITY PEDESTAL
PROPOSED STRUCTURE
DESIGN SPLICE CLOSURE
FIBER DISTRIBUTION HUB
HANDHOLE (10")
POLE
PROPOSED BORE PIT

GENERAL NOTES

1. GENERAL NOTES SHALL APPLY TO ALL DRAWINGS.
2. ALL WORK SHALL COMPLY WITH APPLICABLE STATE, COUNTY, & LOCAL REGULATORY AGENCIES. INCLUDING BUT NOT LIMITED TO OSHA, DOT, ESL.
3. THE CONTRACTOR SHALL CONTACT THE ADJACENT PROPERTY OWNERS A MINIMUM OF 12 HOURS IN ADVANCE OF CONSTRUCTION AT THE WORK SITE.
4. ALL TRAFFIC CONTROL DEVICES SHALL BE IN PLACE BEFORE WORK IS STARTED. DEVICES NO LONGER REQUIRED SHALL BE REMOVED AS SOON AS POSSIBLE.
5. PEDESTRIAN TRAFFIC AREAS MUST BE MAINTAINED AT ALL TIMES. PEDESTRIANS MAY NOT BE REROUTED ONTO PRIVATE PROPERTY OR INTO STREETS.NO EQUIPMENT OR MATERIALS SHALL BE STORED OR PERMITTED TO STAND UNPROTECTED WHERE TRAFFIC IS MAINTAINED.
6. NO EQUIPMENT OR MATERIALS SHALL BE STORED ON ROAD SURFACE DURING NON-WORKING PERIODS.
7. NO EQUIPMENT OR MATERIALS SHALL BE STORED ON S/W AT ANY TIME.
8. EXCAVATION MATERIAL SHALL BE STORED AWAY FROM THE PAVED ROADWAY. ALL SPILLED MATERIAL WILL BE REMOVED IMMEDIATELY.
9. EXISTING SIGNS, DELINEATORS, GUARDRAILS, MARKERS, TREES, SHRUBS, FENCES, WALKS, STEPS, ESL., THAT ARE DISTURBED BY THIS CONSTRUCTION SHALL BE REPLACED OR RESTORED TO THEIR ORIGINAL CONDITION OR TO THE SATISFACTION OF THE INSPECTING ENGINEER, PROPERTY OWNER, CITY, COUNTY, OR STATE AND/OR ANY OTHER AGENCY HAVING AUTHORITY/JURISDICTION.
10. CITY, COUNTY, OR STATE ROAD SIGNS, DELINEATORS, GUARDRAILS, SHALL NOT BE REMOVED. WRITTEN PERMISSION SHALL BE REQUIRED PRIOR TO TO ANY EXCAVATION IN THIS AREA.
11. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY, COUNTY, OR STATE SPECIFICATIONS AND STANDARDS.
12. ALL PERSONS WHO FLAG TRAFFIC ON STATE RIGHT-OF-WAY MUST BE CERTIFIED.
13. ALL SURFACE AND SUBSURFACE RESTORATION IS TO BE IDENTICAL TO THE ADJACENT UNDISTURBED AREAS.
14. THE CONTRACTOR IS RESPONSIBLE FOR ANY UTILITY DAMAGES. WHEN ANY PERSON DAMAGES A UTILITY LINE OR PROTECTIVE COATING DURING EXCAVATION OR DEMOLITION THE ONSITE CITY INSPECTOR AND THE AFFECTED UTILITY WILL BE NOTIFIED.
15. ON ALL WORK ASSOCIATED WITH DOT PROJECTS THE RESIDENT ADMINISTRATOR FOR DOT MUST BE NOTIFIED AT LEAST 48 HRS BEFORE STARTING WORK.
16. CONTRACTOR IS RESPONSIBLE FOR ALL COMPACTING AND SEDIMENT CONTROL REGULATIONS.
17. NO HANDHOLES ARE TO BE PLACED WITHIN DITCH LINES

CONSTRUCTION NOTES

1. ALL EXCAVATIONS WILL HAVE FIBER OPTIC WARNING TAPE INSTALLED A MINIMUM OF 9" BELOW FINAL GRADE.
2. WHENEVER DIRECTIONAL BORING IS UTILIZED TO INSTALL CONDUITS ALL EXCAVATIONS SHALL BE BACKFILLED PER DOT SPECIFICATIONS.
3. WHEN DIRECTIONAL BORING MAXIMUM PRESSURE WILL NOT EXCEED 350 PSI AND MAXIMUM FLUID RATE WILL NOT EXCEED 15 GPM.
4. VERIFICATION OF THE LOCATION OF ALL UTILITY CROSSINGS IS THE SUBCONTRACTOR'S RESPONSIBILITY. HAND DIG WHERE REQUIRED. ALL KNOWN UTILITIES MUST BE "TEST PITTED".
5. CONTRACTOR TO MAINTAIN AT LEAST 2' HORIZTONAL SEPARATION AND 3' VERTICAL SEPARATION FROM EXISTING UTILITIES OR DRAINAGE STRUCTURES.
6. CONTACT LOCAL 811 SERVICE 72 HOURS IN ADVANCE OF CONSTRUCTION FOR LOCATION OF BURIED UTILITIES.
7. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL DOT TRAFFIC LOOPS LOCATED.
8. CONFIRM WITH CLIENT, WITH DOT CORRESPONDENCE, THAT ALL TRAFFIC LOOP LOCATIONS HAVE BEEN COORDINATED FOR MARKING.
9. AT THE END OF EACH WORK DAY CONDUIT CAPS WILL BE PLACED ON ALL VACANT DUCTS.
10. A MINIMUM BENDING RADIUS OF 24" FOR FIBER CABLE WILL BE ADHERED TO.
11. MAXIMUM CABLE INSTALLATION TENSION SHALL NOT EXCEED 600 POUNDS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND STORAGE OF ALL SHRUBBERY TO BE REPLACED.
13. RESTORATION OF THE CONSTRUCTION AREA TO ORIGINAL OR BETTER CONDITION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
14. PLACE 6" OF 3/4" CRUSHED ROCK IN THE BOTTOM OF THE PIT PRIOR TO PLACING THE HANDHOLE.
15. ALWAYS HAND DIG WITHIN 2' OF UTILITIES.
16. PLACE A COIL OF SLACK IN EACH HANDHOLE/MANHOLE AS SPECIFIED.
17. EXCAVATE OUTSIDE THE DRIP LINE OF ALL TREES TO PREVENT ROOT DAMAGE.
18. CONSTRUCTION MATERIALS AND STAGING AREAS ARE NOT PERMITTED WITHIN 25' BUFFER ZONE OF WETLANDS, CREEKS, AND STREAMS.
19. THE CURB AND GUTTER IS NOT TO BE DISTURBED WITHOUT PRIOR APPROVAL.
20. IN THE EVENT THAT IT IS NECESSARY TO REMOVE ANY PORTION OF THE CURB AND GUTTER, IT IS TO BE REPLACED SEAM TO SEAM IN A MATCHING CONFIGURATION TO THE ADJACENT CURB AND GUTTER.

CONSTRUCTION NOTES

21. THE LOCATION OF THE EXISTING UTILITIES REFLECTED ON THESE PLANS ARE ONLY AN ESTIMATION AND NEED TO BE LOCATED PRIOR TO BEGINNING WORK.
22. MATERIAL RESULTING FROM EXCAVATION WILL NOT BE PLACED IN SUCH A MANNER THAT IT IS DISPERSED BY CURRENT OR OTHER FORCES. THE MATERIAL SHOULD BE COLLECTED AND CONTAINED
23. AT ONE SITE AS APPROPRIATE.
24. APPROPRIATE SILTATION AND EROSION CONTROLS WILL BE USED AND MAINTAINED IN EFFECTIVE OPERATING CONDITION DURING CONSTRUCTION, AND ALL EXPOSED SOIL AND FILLS WILL BE PERMANENTLY STABILIZED AT THE EARLIEST PRACTICABLE DATE.
25. SEDIMENT CONTROL FENCE (SILT FENCE) SHOULD BE INSTALLED AND MAINTAINED FOR THE DURATION OF THE CONSTRUCTION. SILT FENCE WILL BE INSTALLED ALONG AND WITHIN THE RIGHT-OF-WAY LINE (12 FT. AWAY FROM THE EDGE OF THE RIGHT-OF-WAY), IF A BODY OF WATER OR POTENTIAL WETLAND IS LOCATED WITHIN 60 FT. FROM THE EDGE OF THE RIGHT-OF-WAY. ANY OTHER SITUATIONS WILL BE APPROVED BY ENGINEER.
26. ANY DISTURBED AREA WILL BE RESEEDED WITH NATIVE GRASS SEED, AND SEDIMENT CONTROL FENCE SHOULD REMOVED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.
27. WHEN CONSTRUCTING IN CITY LIMITS, ALL ROADWAY DRAINS, SUCH AS INLETS NEAR CURBS OR DROP INLETS ON ROADWAYS WHICH ARE LOCATED WITHIN THE RIGHT-OF-WAY, SHALL BE PROTECTED WITH TYPICAL INLET SEDIMENT FILTERS. THESE FILTERS WILL BE REMOVED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.
28. ALL CABLE MARKERS TO BE PLACED AS FAR BACK TO RIGHT-OF-WAY LINE AS POSSIBLE.
29. ALL HARD SURFACED DRIVEWAYS TO BE DIRECTIONAL BORED.
30. ALL PROPOSED DIRECTIONAL BORE CROSSING STATE ROUTES WILL HAVE AN OPERATING PRESSURE LESS THAN 300 PSI AND 15 GPM.
31. HEAVY EQUIPMENT WORKING IN WETLANDS WILL BE PLACED ON MATS OR LOW GROUND PRESSURE EQUIPMENT USED DURING CONSTRUCTION TO LIMIT SOIL DISTURBANCE TO THE MINIMUM AREA REQUIRED TO INSTALL THE UTILITY.
32. NO STAGING AREAS OR TEMPORARY ACCESS ROADS WILL BE PLACED IN WETLANDS.
33. EXCESS MATERIAL WILL BE REMOVED FROM THE WETLAND AND PLACED ON UPLAND AREAS IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.

Attachment: SPRFD-A1 - 01 - Underground - City of Springfield - Board of Public Works - Infrastructure Petition (07-23-24) (8227 :

811

CHR Solutions

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE ROUTE BEFORE PROCEEDING WITH THE WORK AND IS RESPONSIBLE FOR THE SAME

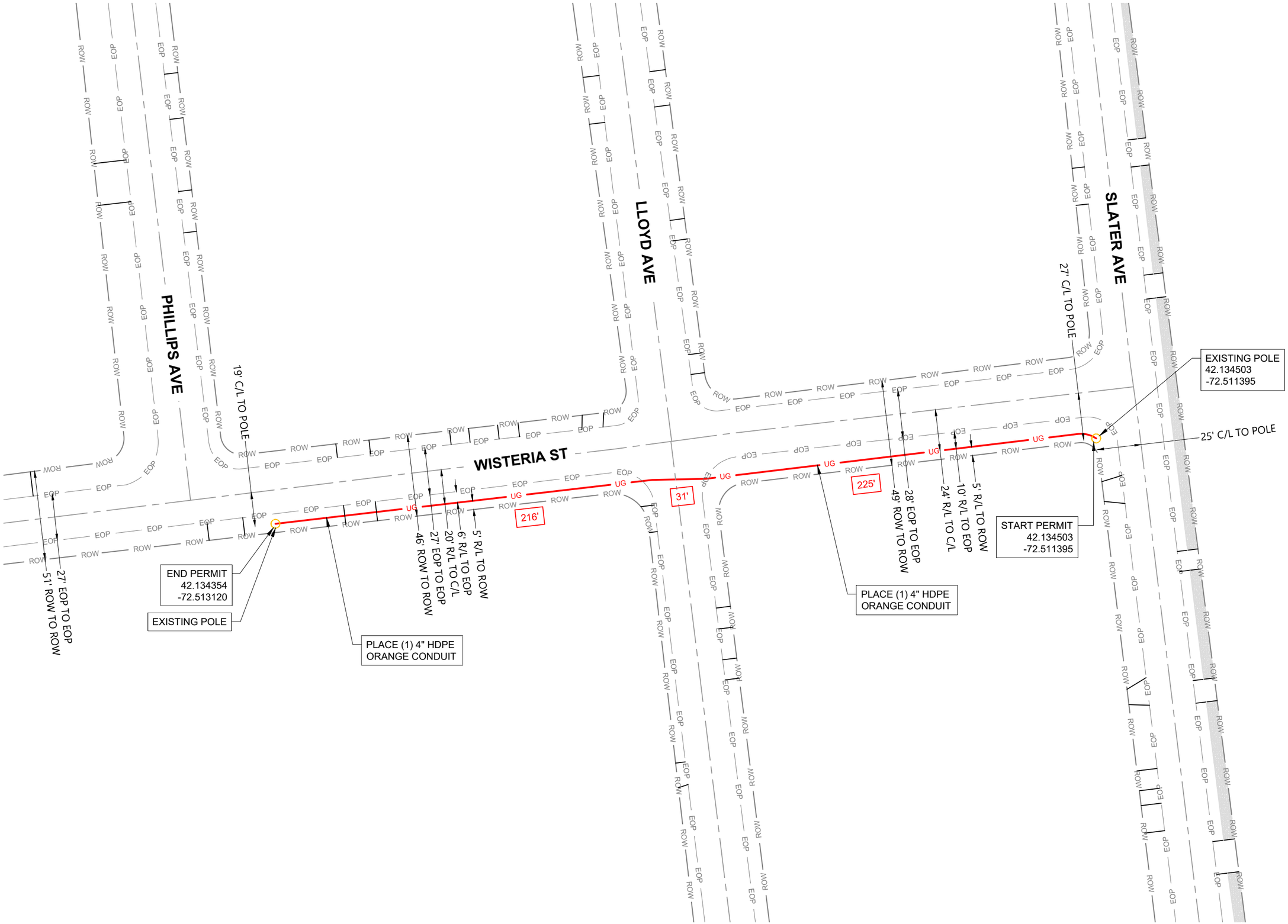
PERMIT:
DRAWN BY:
CHECKED BY:
APPROVED BY:

REV	DATE	DESCRIPTION

SHEET TITLE

LEGEND AND NOTES

T2

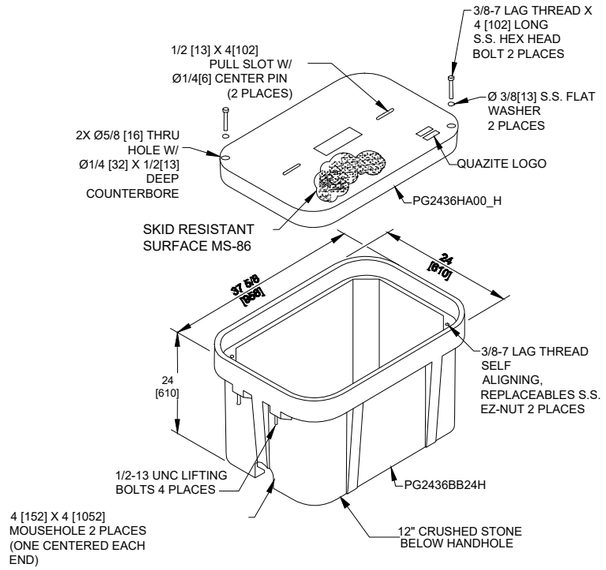


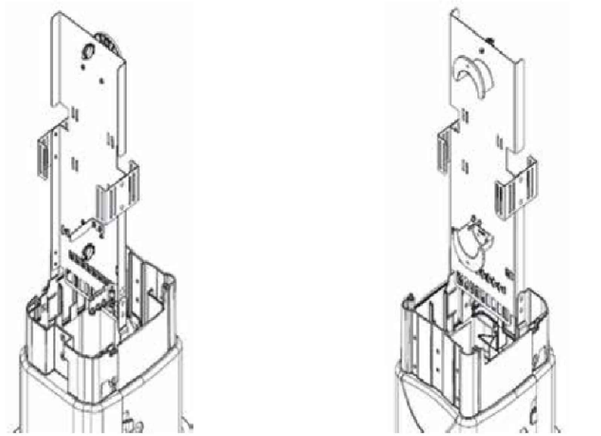
SCALE:	1:50
DRAWN BY:	Gayathri
DATE CREATED:	07/18/2024
REVISION:	A
CLIENT:	GoNetspeed
PERMIT:	SPRFD-A1
PLAN PAGE:	A1

CHR Solutions

Attachment: SPRFD-A1 - 01 - Underground - City of Springfield - Board of Public Works - Infrastructure Petition (07-23-24) (8227 :

24" x 36" x 24" HANDHOLE DETAILS





Front *Rear*

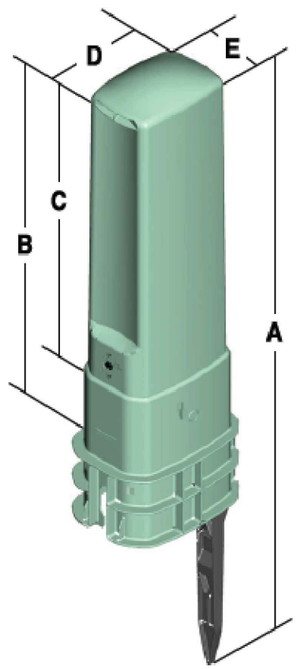
10-in. Fiber Pedestal

Front & Back Views with Self-Supporting Base and Metal Insert (fiber cable & splice trays not included)

Dimensions

PED	A	A	B*	C	D	E
	Short Self Supporting Base	Snap on Stake or Integral Spade				
Pro6	45- in.	65- in.	35- in.	30- in.	9- in.	6.5- in.
Pro8	45- in.	65- in.	35- in.	30- in.	10.5- in.	8- in.
Pro10	45- in.	65- in.	35- in.	30- in.	12- in.	10.8- in.
Pro 12	45- in.	60- in.	35- in.	30- in.	14.5- in.	11.5- in.

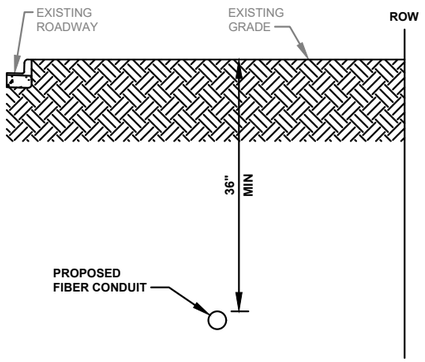
*Height of enclosure above ground.



Attachment: SPRFD-A1 - 01 - Underground - City of Springfield - Board of Public Works - Infrastructure Petition (07-23-24) (8227 :

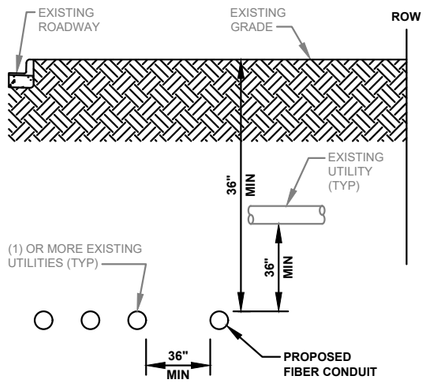
SCALE:
DRAWN BY: Gayathri
DATE CREATED: 07/18/2024
REVISION: A
CLIENT: GoNetspeed
PERMIT: SPRFD-A1
PLAN PAGE: B1

CHR Solutions



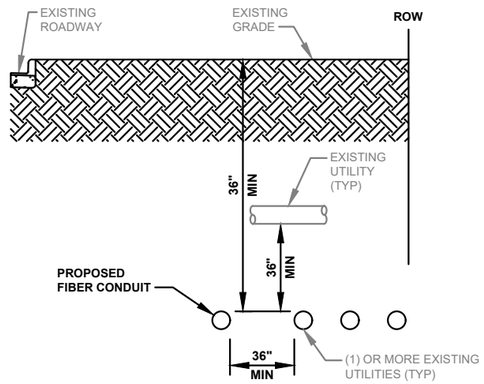
NOTE: SIDEWALK OMITTED FOR CLARITY.

TYPICAL BORE SECTION | NO SCALE | A



NOTE: SIDEWALK OMITTED FOR CLARITY.

TYPICAL BORE SECTION WITH EXISTING UTILITIES | NO SCALE | B



NOTE: SIDEWALK OMITTED FOR CLARITY.

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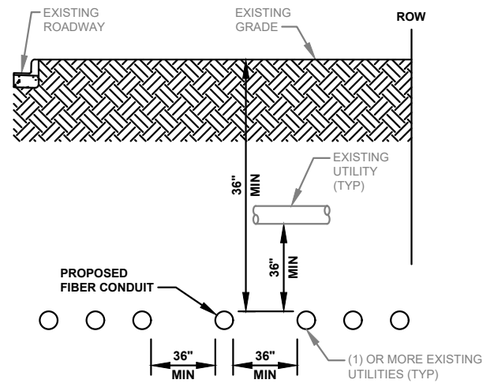
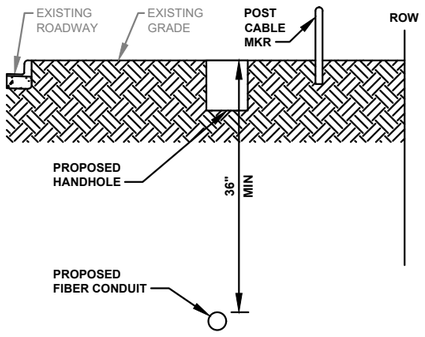


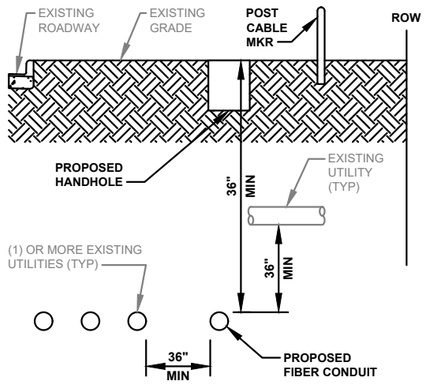
NOTE: SIDEWALK OMITTED FOR CLARITY.

TYPICAL BORE SECTION WITH EXISTING UTILITIES | NO SCALE | D



NOTE: SIDEWALK OMITTED FOR CLARITY.

TYPICAL BORE SECTION WITH VAULT & EXISTING UTILITIES | NO SCALE | E



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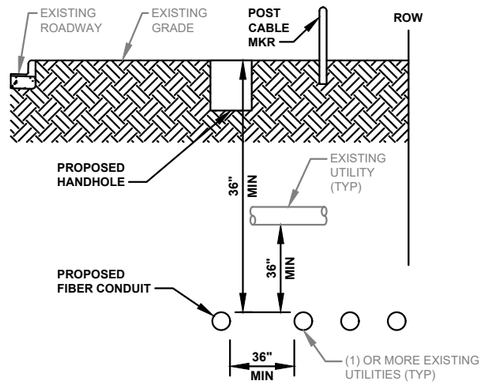

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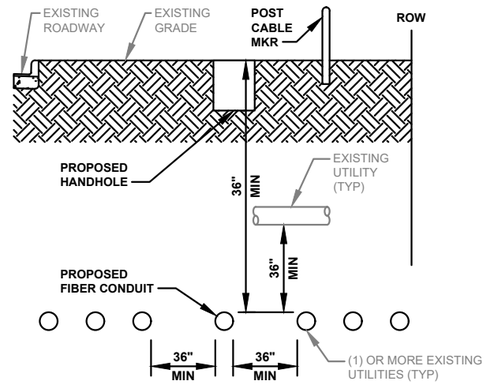
TYPICAL BORE SECTION WITH VAULT & EXISTING UTILITIES | NO SCALE | G



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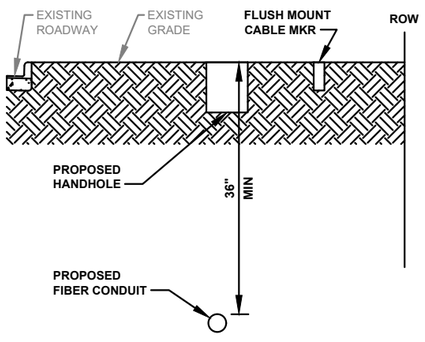

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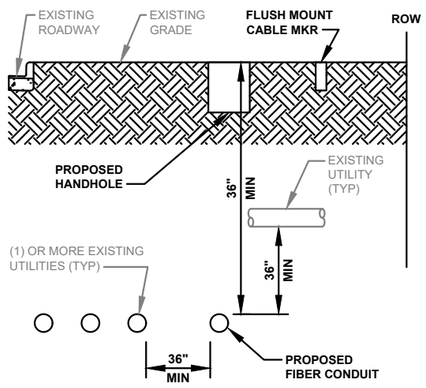

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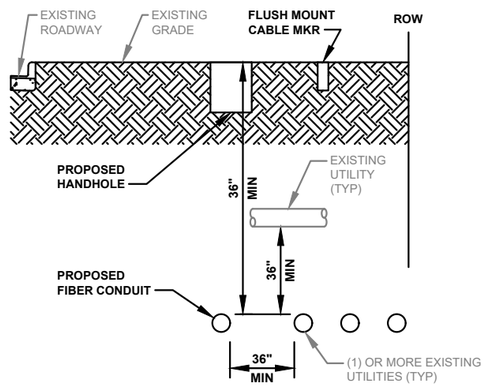

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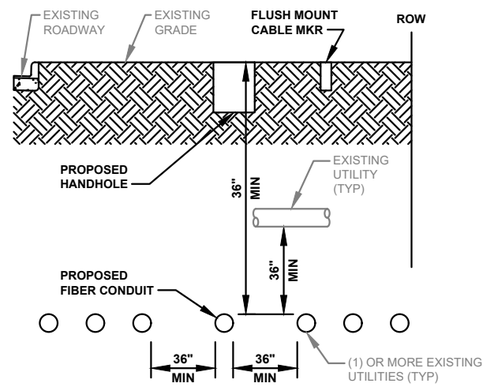

NOTE: SIDEWALK OMITTED FOR CLARITY.

TYPICAL BORE SECTION WITH VAULT & EXISTING UTILITIES | NO SCALE | L

TYPICAL BORE AND VAULT DIAGRAMS

SCALE:	
DRAWN BY:	Gayathri
DATE CREATED:	07/18/2024
REVISION:	A
CLIENT:	GoNetspeed
PERMIT:	SPRFD-A1
PLAN PAGE:	C1

CHR Solutions

Attachment: SPRFD-A1 - 01 - Underground - City of Springfield - Board of Public Works - Infrastructure Petition (07-23-24) (8227 :

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8214

Parks - Speak for the Trees Grant - No Match Required - $6,000,000 (Mayor Sarno)

WHEREAS, the Parks Department ("Department") has been awarded a Speak for the Trees ("grant") from the U.S. Department of Agriculture - Forest Service, in the amount of $6,000,000; and

WHEREAS, the purpose of the grant is to provide funding for urban forest management in Springfield; and

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

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

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

Parks - Speak for the Trees Grant - No Match Required - $6,000,000

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	8/14/2024
Department Requesting Grant Setup	Parks
Department Phone # (Please include extension)	787-7772
Name and Title of Person to Contact in Case of Questions	Carol Langevin

Was this Grant previously setup for a prior fiscal year?
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
XXXX	Federal – City
	State DOE–
	State Other – School
	State – City
	Private/Other

Grant Name: SPEAK FOR THE TREES

Total Grant Amount Awarded: $ 6,000,000

Attachment: Parks Speak for the Trees Grant (8214 : Parks - Speak for the Trees Grant - No Match Required - $6,000,000)

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	USDA FOREST SERVICE
Contact Person	ARI OKUN
Street Address	271 MAST ROAD
City, State, Zip Code	DURHAM NH 03824
Telephone	413-450-8412
Fax	
E-Mail	

Actual Award Date	7/23/2024
Board Approval Date	7/23/2024
Start Date	7/23/2024
Expiration Date	7/23/2029

Renewal Action Date (optional)
If there are any Matching Funds: NO
Type
Percent
Amount

Comments re: Description/Purpose of Grant
URBAN FOREST MANAGEMENT

Comments re: Conditions/Restrictions of Grant
URBAN FOREST MANAGAEMENT

If this is a Federal Grant, enter CFDA#: 10.727
If applicable enter the State ID # :

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

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

Attachment: Parks Speak for the Trees Grant (8214 : Parks - Speak for the Trees Grant - No Match Required - $6,000,000)

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

Org Code:

Object Codes:

501000	SALARIES & WAGES	$672,000
517010	HEALTH/LIFE INSURANCE	$67,250
517020	RETIREMENT	$67,250
517030	UNEMPLOYMENT	$67,250
517040	WORKER COMP - INDEMNITY	$67,250
530105	PROFESSIONAL SERVICES	$5,000,300
551700	OTHER SUPPLIES	$48,700
571100	IN STATE TRAVEL	$10,000
		$6,000,000

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

8.14.24
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.

Attachment: Parks Speak for the Trees Grant (8214 : Parks - Speak for the Trees Grant - No Match Required - $6,000,000)

FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 24-DG-11094200-071
Between
SPRINGFIELD, CITY OF
And The
USDA, FOREST SERVICE
EASTERN REGION, STATE, PRIVATE, AND TRIBAL FORESTRY

Project Title: Inflation Reduction Act Springfield Speaks for the Trees Revitalizing Urban Tree Canopy in Underserved Communities

Upon execution of this document, an award to Springfield, City of, hereinafter referred to as "City of Springfield," in the amount of **$6,000,000.00**, is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended,16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727 - IRA Urban & Community Forestry. Springfield, City of accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 03/25/2024, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the cooperator that 100% of the work and funding will benefit disadvantaged communities.

Justice 40 Initiative. Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, was signed on January 27, 2021. This EO commits federal agencies to providing 40% of federal benefits to disadvantaged communities. When the cooperator is considering a sub-award or contract to be executed under this agreement, the cooperator shall consider the requirements of EO 14008, section 223, OMB M-21-28 and OMB-23-09.

Investing in America Signage. For any Bipartisan Infrastructure Law or Inflation Reduction Act funded public construction project in the amount of $250,000 or more, the Cooperator shall visibly post clear and prominent signs acknowledging the source of funding. See Office of Management and Budget Memorandum CA-23-6.

For any construction project less than $250,000 or a non-construction project, the Cooperator is encouraged to display a poster or utilize other appropriate Investing in America media. Specific sign and poster design criteria may be found in the USDA Style Guide. Production costs of Investing in America signs shall be reasonable. To maintain reasonable costs, the Cooperator is encouraged to use recycled or recovered materials when producing signs. In the event production

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OMB 0596-0217
Expiration Date: 11/30/2017
Rev. (12-13)

of such signs and/or posters will result in unreasonable costs, expenses or burden to the Cooperator, production will not be required, and the Forest Service should be notified.

All required reports and official correspondence must be sent to SM.FS.R9SPFgrants@usda.gov and the assigned U.S. Forest Service Program Manager for internal record-keeping and processing.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at SM.FS.R9SPFgrants@usda.gov.

The following administrative provisions apply to this award:

A. LEGAL AUTHORITY. City of Springfield shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Alexander Sherman City of Springfield 200 Trafton Road Springfield, MA 01108 413-787-7783 asherman@springfieldcityhall.com	Carol Langevin City of Springfield 200 Trafton Road Springfield, MA 01108 413-787-7772 clangevin@springfieldcityhall.com

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Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Ari Okun Eastern Region, State, Private & Tribal Forestry 271 Mast Road Durham, NH 03824 413-450-8412 ari.okun@usda.gov	Justin Heersink Eastern Region, State, Private, and Tribal Forestry 626 East Wisconsin Avenue Milwaukee, WI 53202 218-282-1863 justin.heersink@usda.gov

C. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). City of Springfield shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

D. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Advance and Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment. To expedite payment, please attach a list of expenses that match

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the approved project budget when submitting each SF-270. Each SF-270 shall include the award number **(24-DG-11094200-071)** in Block 4. **A final SF-270 must have a final performance report submitted prior to its approval.**

The invoice must be sent by one of three methods:
EMAIL (preferred): SM.FS.asc_ga@usda.gov FAX: 877-687-4894 POSTAL: USDA Forester Service Budget & Finance - Grants and Agreements 4000 Masthead St, NE Albuquerque, NM 87109

E. ELECTION OF DE MINIMIS INDIRECT RATE. City of Springfield has elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as City of Springfield chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized. The City of Springfield has elected to not assess any indirect costs on this award.

F. PRIOR WRITTEN APPROVAL. City of Springfield shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.

G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 90 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. Pre-award costs are authorized as of **06/01/2024** pursuant to 2 CFR 200.458.

The end date, or expiration date is **07/23/2029**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

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I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

THOMAS ASHE, Parks, Buildings, and Recreation Management Director — Date
City of Springfield

ROBERT LUECKEL, Deputy Regional Forester — Date
Eastern Region, State, Private, and Tribal Forestry

The authority and the format of this award have been reviewed and approved for signature.

JUSTIN HEERSINK Digitally signed by JUSTIN HEERSINK Date: 2024.08.07 17:44:26 -04'00' 8/7/24

JUSTIN HEERSINK — Date
Forest Service Grants Management Specialist

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Award Number: 24-DG-11094200-071

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, City of Springfield a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.

B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to City of Springfield for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by City of Springfield or any third party.

C. NOTICES. Any notice given by the Forest Service or City of Springfield will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To City of Springfield, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards $30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. *See Attachment B for full text.*

E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after the reporting period ending June 30 and December 31. The final SF-425 (and SF-425A,

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if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at grants.gov/forms/forms-repository/post-award-reporting-forms

F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

City of Springfield shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30 and December 31. The final performance report shall be submitted either with City of Springfield's final payment request, or separately, but not later than 120 days from the expiration date of the award.

To support consistent and transparent public access to project outcomes funded through the Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments for reporting periods ending June 30 and December 31 to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting.

- Additional pertinent information:
- To prevent payment delays, all reports should be emailed to SM.FS.R9SPFgrants@usda.gov and the U.S. Forest Service Program Manager prior to their respective due dates. Please ensure the subject line of the email contains the award number **(24-DG-11094200-071)** and the name of report being submitted.
- The final performance report must be submitted and approved prior to approval of the final SF-270 payment request.

G. NOTIFICATION. City of Springfield shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

I. USE OF FOREST SERVICE INSIGNIA. In order for City of Springfield to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual

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Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify City of Springfield when permission is granted.

J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of City of Springfield's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. City of Springfield is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

City of Springfield may call on Forest Service's Office of Communication for advice regarding public notices. City of Springfield is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. City of Springfield shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

M. COPYRIGHTING. City of Springfield is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by City of Springfield under this award.
- Any right of copyright to which City of Springfield purchase(s) ownership with any federal contributions.

N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. City of Springfield shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

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In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at https://www.ocio.usda.gov/document/ad-3027, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o
(2) Fax: (833) 256-1665 or (202) 690-7442; or
(3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: ***"This institution is an equal opportunity provider."***

O. DISPUTES. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

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A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

P. AWARD CLOSEOUT. City of Springfield must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to City of Springfield must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

Q. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

R. DEBARMENT AND SUSPENSION. City of Springfield shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should City of Springfield or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

S. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

T. SCIENTIFIC INTEGRITY: USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in Departmental Regulation (DR) 1074-001.

U. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all

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relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in Departmental Regulation 3465-001 which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.

V. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide public access policy implemented in Departmental Regulation 1020-006 which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.

W. BUY AMERICA BUILD AMERICA. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to

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

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered "produced in the United States." Except as specifically provided, only a single standard should be applied to a single construction material.

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(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

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(1) applying the Buy America Preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at USDA Buy America Waivers for Federal Financial Assistance | USDA.

Definitions

"Buy America Preference" means the "domestic content procurement preference" set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

"Construction materials" means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

(i) Non-ferrous metals;

(ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);

(iii) Glass (including optic glass);

(iv) Fiber optic cable (including drop cable);

(v) Optical fiber;

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(vi) Lumber;

(vii) Engineered wood; and

(viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

"Infrastructure" means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

"Infrastructure project" means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

"Iron or steel products" means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

X. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
(1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
(2) Procure a commercial sex act during the period of time that the award is in effect; or
(3) Use forced labor in the performance of the award or subawards under the award.

b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
(1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

Attachment: Parks Speak for the Trees Grant (8214 : Parks - Speak for the Trees Grant - No Match Required - $6,000,000)

i. Associated with performance under this award; or
ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),''.

2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
   a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
   b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
      (1) Associated with performance under this award; or
      (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),''

3. Provisions applicable to any recipient.
   a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
   b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
   c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:
   a. ''Employee'' means either:
      (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
      (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   b. ''Forced labor'' means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
   c. ''Private entity'':

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(1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
(2) Includes:
i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
ii. A for-profit organization.

d. ''Severe forms of trafficking in persons,'' ''commercial sex act,'' and ''coercion'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Y. DRUG-FREE WORKPLACE.

1. City of Springfield agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
b. Specify the actions City of Springfield will take against employees for violating that prohibition; and
c. Let each employee know that, as a condition of employment under any award, the employee:

(1) Shall abide by the terms of the statement, and
(2) Shall notify City of Springfield in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

2. City of Springfield agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
a. The dangers of drug abuse in the workplace;
b. The established policy of maintaining a drug-free workplace;
c. Any available drug counseling, rehabilitation and employee assistance programs; and
d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.

4. City of Springfield agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the

Attachment: Parks Speak for the Trees Grant (8214 : Parks - Speak for the Trees Grant - No Match Required - $6,000,000)

Program Manager within 10 calendar days after City of Springfield learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, City of Springfield must either
   a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
   b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Z. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
   a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
   b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

AA. ELIGIBLE WORKERS. City of Springfield shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). City of Springfield shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

BB. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

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Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

CC. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

DD. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:

1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

EE. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

(1) procure or obtain, extend or renew a contract to procure or obtain;
(2) enter into a contract (or extend or renew a contract) to procure; or
(3) obtain the equipment, services or systems.

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ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
   i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*
   ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
   i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;
   ii. in the preceding fiscal year, you received—
      (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
      (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
   iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
   i. As part of your registration profile at *https://www.sam.gov.*
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

Attachment: Parks Speak for the Trees Grant (8214 : Parks - Speak for the Trees Grant - No Match Required - $6,000,000)

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—
   (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
   (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   i. To the recipient.
   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
   i. Subawards, and
   ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
   i. A Governmental organization, which is a State, local government, or Indian tribe;
   ii. A foreign public entity;
   iii. A domestic or foreign nonprofit organization; and,
   iv. A domestic or foreign for-profit organization
3. *Executive* means officers, managing partners, or any other employees in management positions.
4. *Subaward:*
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

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5. *Subrecipient* means a non-Federal entity or Federal agency that:
   i. Receives a subaward from you (the recipient) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

Attachment: Parks Speak for the Trees Grant (8214 : Parks - Speak for the Trees Grant - No Match Required - $6,000,000)

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

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to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights,* in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: https://www.usda.gov/oig/hotline. For additional information, they may also visit the WPC's webpage at: https://www.usda.gov/oig/wpc or they may directly contact the WPC at OIGWPC@oig.usda.gov.

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Budget Information - Non Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Project Administration				$1,249,700	$309,200	$1,558,900
2. Urban Canopy Restoration				$1,000,000		$1,000,000
3. Urban Forest Management and Planning				$700,000		$700,000
4. Urban Forest Health and Safety				$3,050,300		$3,050,300
5. Totals		$0	$0	$6,000,000	$309,200	$6,309,200

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	Management	Urban Canopy Restoration	Urban Woodland Management	Urban Forest Health and Safety Enhancement	
a. Personnel	$672,000				$672,000
b. Fringe Benefits	$269,000				$269,000
c. Travel	$10,000				$10,000
d. Equipment					$0
e. Supplies	$48,700				$48,700

f. Contractual	$250,000	$1,000,000	$700,000	$3,050,300	$5,0
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	$1,249,700	$1,000,000	$700,000	$3,050,300	$6,0
j. Indirect Charges					$
k. Totals (sum of 6i-6j)	$1,249,700	$1,000,000	$700,000	$3,050,300	$6,000,00
7. Program Income					$

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SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) Totals
8. Project Administration	$309,200			$309,20
9. Urban Canopy Restoration				$
10. Urban Forest Management and Planning				$
11. Urban Forest Health and Safety				$
12. Total (sum of lines 8 - 11)	$309,200	$0	$0	$309,20

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th quarter
13. Federal	$1,066,192	$125,201	$230,580	$255,080	$455,33
14. Non-Federal	$61,840	$15,460	$15,460	$15,460	$15,46
15. Total (sum of lines 13 and 14)	$1,128,032	$140,661	$246,040	$270,540	$470,79

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

	Future Funding Periods (Years)			
(a) Grant Program	(b) First	(c) Second	(d) Third	(e) Fourth

Attachment: Parks Speak for the Trees Grant (8214 : Parks - Speak for the Trees Grant - No Match Required - $6,000,000)

[illegible]	$245,300	$246,979	$252,750	$256,779
17. Urban Canopy Restoration	$200,000	$200,000	$200,000	$200,000
18. Urban Forest Management and Planning	$240,000	$240,000	$40,000	$50,000
19. Urban Forest Health and Safety	$640,000	$640,000	$640,000	$640,000
20. Total (sum of lines 16-19)	**$1,325,300**	**$1,328,979**	**$1,132,750**	**$1,146,779**

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges 6,000,000	**22. Indirect Charges**

23. Remarks

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Budget Information - Non Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Project Administration				$1,249,700	$309,200	$1,558,900
2. Urban Canopy Restoration				$1,000,000		$1,000,000
3. Urban Forest Management and Planning				$700,000		$700,000
4. Urban Forest Health and Safety				$3,050,300		$3,050,300
5. Totals		$0	$0	$6,000,000	$309,200	$6,309,200

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	Management	Urban Canopy Restoration	Urban Woodland Management	Urban Forest Health and Safety Enhancement	
a. Personnel	$672,000				$672,000
b. Fringe Benefits	$269,000				$269,000
c. Travel	$10,000				$10,000
d. Equipment					$0
e. Supplies	$48,700				$48,700
f. Contractual	$250,000	$1,000,000	$700,000	$3,050,300	$5,000,300
g. Construction					$0
h. Other					$0
i. Total Direct Charges (sum of 6a-6h)	$1,249,700	$1,000,000	$700,000	$3,050,300	$6,000,000
j. Indirect Charges					$0

k. Totals (sum of 6i-6j)	$1,249,700	$1,000,000	$700,000	$3,050,300	$6,000,000
7. Program Income					$0

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SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) Totals
8. Project Administration	$309,200			$309,200
9. Urban Canopy Restoration				$0
10. Urban Forest Management and Planning				$0
11. Urban Forest Health and Safety				$0
12. Total (sum of lines 8 - 11)	$309,200	$0	$0	$309,200

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th quarter
13. Federal	$1,066,192	$125,201	$230,580	$255,080	$455,330
14. Non-Federal	$61,840	$15,460	$15,460	$15,460	$15,460
15. Total (sum of lines 13 and 14)	$1,128,032	$140,661	$246,040	$270,540	$470,790

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	Future Funding Periods (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Project Administration	$245,300	$248,979	$252,750	$256,779
17. Urban Canopy Restoration	$200,000	$200,000	$200,000	$200,000
18. Urban Forest Management and Planning	$240,000	$240,000	$40,000	$50,000
19. Urban Forest Health and Safety	$640,000	$640,000	$640,000	$640,000
20. Total (sum of lines 16-19)	$1,325,300	$1,328,979	$1,132,750	$1,146,779

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges 6,000,000	22. Indirect Charges

23. Remarks

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City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8231

FY25 Senior Community Service Employment Grant - In-Kind Match Required - $499,661.00 (Mayor Sarno)

WHEREAS, the Department of Elder Affairs ("Department") has been awarded a Senior Community Service Employment Program (SCSEP) Grant of $499,661.00 from Senior Service America, Inc. (SSAI) from July 1, 2024 to June 30, 2025; and

WHEREAS, the Senior Community Service Employment Program (SCSEP) offers low-income seniors paid community service and training as an entry into productive work; benefiting (1) eligible people who enroll and (2) the community in which the program is located; and

WHEREAS, the Department intends to use the grant funds to enroll eligible persons during the program period, assigning them to part-time community service positions, and transition a portion of such persons to unsubsidized employment during the program year; and

WHEREAS, the grant will pay $499,661.00, and requires a match from the City of $68,640.00 through in-kind services or expenses; and

WHEREAS, the Department of Elder Affairs 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, 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 Senior Community Service Employment Grant - In-Kind Match Required - $499,661.00

Gasque, Carol

From: GaryAOfficer <GaryAOfficer@workforceinclusion.org>
Sent: Wednesday, July 10, 2024 11:19 AM
To: Gasque, Carol; Livingston, Suzette; No, Yong; kbolanjahn@springfieldcityhall.com
Cc: Ann Manby; Eldon Hayman; Kimberlyn Hall; David Bassett; Joshua Wadsworth; Christine Garland
Subject: [External] MA103 July 1, 2024 - June 30, 2025 Workforce Inclusion Sponsor Agreement
Attachments: MA103 - Sponsor Agreement.PDF; MA103 - PressRelease.docx; MA103 Attachment 6.pdf; MA103 - Sponsor-Budget-Proposal.xlsx

Dear Sponsor Executive:

The Center for Workforce Inclusion, Inc. (Center) is proud to partner with you and are pleased to announce that your organization has been approved for a Workforce Inclusion SCSEP Grant for twelve-months, July 1, 2024 – June 30, 2025. This grant will enable participant jobseekers to become skilled, reskilled and/or upskilled to meet the local employment needs in your community.

Attached please find the PDF copy of the Workforce Inclusion Sponsor Agreement between your organization and the Center for your SCSEP program, as well as an Excel Budget Document, and a Press Release template.

Because the Center is anticipating approval for another Alternative Training waiver from DOL in PY2024 to support continued digital upskilling for SCSEP job seekers, you will note a continued decrease in the PWFB threshold that must be met in this fiscal year consistent with programmatic changes to SCSEP the Center made last year. The lowered PWFB also correlates with the decrease in the expectation of meeting the service level goal of 140% of modified authorized positions, down from 160% in FY 2021. **Please review in full the attached Sponsor Agreement for all the details.**

PY2024 SCSEP Sponsor Agreement Submission Checklist:

- ☐ Sign pages:
  - 18 of the Sponsor Agreement
  - Item #7 on page six (6) of the Assurances
  - Section F on page seven (7) of the Assurances
- ☐ Complete Attachment 3, Sponsor Budget Proposal Form (please use the Excel Budget Document provided to avoid calculation errors)
- ☐ Complete Attachment 4, Signature Delegation information page
- ☐ **By Tuesday, July 23, 2024,** return the entire, signed and completed Sponsor Agreement, along with the Excel Budget Document, via email to: finance_scsep_subgrantees@workforceinclusion.org.

Because the Center's operations are remote, we must receive your signed documents via email. Once we receive your information, we will sign and return your Workforce Inclusion Sponsor Agreement to you by email for your files.

If you have any questions, please contact your Program Officer. We look forward to an exciting and successful PY2024. Thank you.

Attachment: SCSEP FY25 Grant (8231 : FY25 Senior Community Service Employment Grant - In-Kind Match Required - $499,661.00)

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 7/15/2024

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: **67324**

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: **Center for Work Force Inclusion, Inc/SCSEP/SSAI**
Total Grant Amount Awarded **FY25**: **499,661.00**

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

Attachment: SCSEP FY25 Grant (8231 : FY25 Senior Community Service Employment Grant - In-Kind Match Required - $499,661.00)

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: **Center for Work Force Inclusion, Inc**
Street Address: **8403 Colesville Road, Suite 200**
City, State, **Silver Spring, Maryland 2090-6391**
Telephone: **1-301-578-8930**
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: **Yes** Type
Percent
Amount **$68,640.00**

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):

Attachment: SCSEP FY25 Grant (8231 : FY25 Senior Community Service Employment Grant - In-Kind Match Required - $499,661.00)

Org Code: 26735410

Wages/Salaries -501000	492,960.11
Indirect Cost -578700	6,700.89
	$499,661.00

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.

Carol K Gargue
Signature

7/15/2024
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: SCSEP FY25 Grant (8231 : FY25 Senior Community Service Employment Grant - In-Kind Match Required - $499,661.00)

Center for Workforce Inclusion, Inc. (Center)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date appearing on the second page of this Agreement, upon which date this Agreement becomes effective retroactive on July 1, 2024. Any individual executing this Agreement on behalf of any party hereto does hereby represent and warrant that such execution is made with full authority and that such party is bound by the terms hereof.

City of Springfield Department of Elder Affairs/Good Life Center

By ✓ Domenic J. Sarno
(Signature)

Name Domenic J. Sarno
(Print)

MAYOR
(Title)

✓ 7/15/24
(Date)

✓ MMARRAMA@SpringfieldCityHall.com
(E-mail Address)

Center for Workforce Inclusion, Inc.

By _____
(Signature)

Name Gary A. Officer
President and CEO
Center for Workforce Inclusion, Inc.

_____
(Date)

Attachment: SCSEP FY25 Grant (8231 : FY25 Senior Community Service Employment Grant - In-Kind Match Required - $499,661.00)

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Madison Woodard
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8220

FY24 Shared Streets and Spaces Program Grant- $240,144,53 (Mayor Sarno)

WHEREAS, the Springfield Department of Public Works ("Department") has been awarded a "Shared Streets and Spaces Grant" of $240,144.53 from the Massachusetts Department of Transportation; and

WHEREAS, the grant is intended to quick-launch improvements to public health, safe mobility, and strengthened commerce in Massachusetts municipalities; and

WHEREAS, the Department will use the grant funds to narrow State Street from four lanes to two lanes and install a crosswalk with a speed table and a High intensity Activated Cross Walk (HAWK) signal; and

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

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

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

FY24 Shared Streets and Spaces Grant Program**- $240,144.53**

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 9/3/2024
Department Requesting Grant Setup Public Works

Department Phone # (Please include extension) 750-2728

Name and Title of Person to Contact in Case of Questions Peg Merrill
Contract Administrator
Was this Grant previously setup for a prior fiscal year? Yes
If yes, please indicate your previous project number: MSSPB

If this is a new Grant, have you filled out the "Approval to apply for a grant" Form
(Y/N) Y

Grant Type:

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

Grant Name: Shared Streets and Spaces Program

Total Grant Amount Awarded: $ 240,144.53
Is this a Reimbursable Grant? (Y/N) Y

Attachment: FY24 Shared Streets Request for Grant Set Up (8220 : FY24 Shared Streets and Spaces Program Grant - No Match - $240,144.53)

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 DOT Highway Division
Contact Person: Kristen Rebelo
Street Address: Ten Park Plaza, Suite 4160

City, State, Zip: Boston, MA. 02116
Telephone: (857) 368-4636
Fax
E-Mail:

Actual Award Date 7/30/2024
Board Approval Date 9/16/2024
Start Date Upon City Council Approval
Expiration Date 12/31/2026
Renewal Action Date (optional) N/A
If there are any Matching Funds:
Type
Percent
Amount

Comments re: Description/Purpose of Grant: Pedestrian Safety Improvement – State St. at Central Library

Comments re: Conditions/Restrictions of Grant. N/A

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

If applicable enter the State ID # :

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

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

Attachment: FY24 Shared Streets Request for Grant Set Up (8220 : FY24 Shared Streets and Spaces Program Grant - No Match - $240,144.53)

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

Org Code:

Object Codes: 580800

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

9-3-24
Date

Please attach the following documents:

X Signed Approval to Apply for a Grant Form
X Grant Award Letter
O City Council/Mayor Approval
O 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: FY24 Shared Streets Request for Grant Set Up (8220 : FY24 Shared Streets and Spaces Program Grant - No Match - $240,144.53)

Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Monica Tibbits-Nutt, Secretary and CEO
Jonathan L. Gulliver, Highway Administrator

massDOT
Massachusetts Department of Transportation
Highway Division

July 30, 2024

Andrew Krar, P.E.
City Engineer
City of Springfield
70 Tapley Street
Springfield, MA 01104

Via email: akrar@springfieldcityhall.coom

Dear Andrew Krar, P.E.:

Thank you for your submission to the Shared Streets and Spaces Program during the Fiscal Year 2024 application solicitation. I am pleased to notify you that Springfield's Bicycle and Pedestrian Infrastructure application for Pedestrian Safety Improvements - State Street Library has been approved for $240,144.53.

Please see comments below from MassDOT application reviewers on suggested areas for improvement:

- Recommend extending eastbound white edge line taper west of driveway opening so that the vehicles effectively merge.
- Recommend Stop Here on Red signs (R10-6a) at each stop line.
- Recommend removing pre-emption equipment as it won't be effective at a pedestrian signal.
- With a 4" curb reveal, recommend 12' length for leading and departing transition areas of raised crosswalks so that vehicles don't "bottom out".

If you have any questions pertaining to the above suggestions, please contact Kristen Rebelo, Community Grants Program Administrator.

Awarded municipalities will enter into a contract with MassDOT for the completion of approved work. A member of the Community Grants Group will reach out shortly to gather all necessary information to begin the contracting process.

It is anticipated that the Notice to Proceed (NTP) for this award will be issued by November 1, 2024, and the deadline for all contracted work will be December 31, 2026. MassDOT-funded work may not proceed until the NTP is issued.

Ten Park Plaza, Suite 4160, Boston, MA 02116
Tel: 857-368-4636, TTY: 857-368-0655
mass.gov/massdot

Attachment: FY24 Shared Streets Request for Grant Set Up (8220 : FY24 Shared Streets and Spaces Program Grant - No Match - $240,144.53)

Reimbursement requests are processed by your District State Aid Engineer on MassDOT's Grant Central. Learn more about this process as well as other implementation details for the program at: https://madothway.my.site.com/GrantCentral/s/

Please email SharedStreets@dot.state.ma.us with questions related to this award. Thank you for your commitment to improving safety, access, and mobility for all roadway users in your community and for your participation in the Shared Streets and Spaces Program.

Sincerely,

Jonathan L. Gulliver
Highway Administrator

cc: Kristen Rebelo, MassDOT Community Grants Program Administrator

Attachment: FY24 Shared Streets Request for Grant Set Up (8220 : FY24 Shared Streets and Spaces Program Grant - No Match - $240,144.53)

City of Springfield, Massachusetts
Form: Approval to Apply for a Grant

General Information			
Title of Grant	MassDOT Shared Streets & Spaces		
Submission Due Date	October 3, 2023		
Granting Agency	MassDOT / Commonwealth of Massachusetts		
Purpose/Summary of Grant:	Shared Streets and Spaces Grant Program is available to all Massachusetts municipalities. Grant awards provide funding for projects that result in 'calmed roadways', and safer mobility for pedestrians, bicyclists, and bus riders. Engineering Department is applying for the construction funding necessary to build the new State Street pedestrian crossing in front of the Central Library.		
Amount of Grant	$240,000	Department	Engineering
Staff Contact Name	Andrew Krar, P.E.	Contact Information	akrar@springfieldcityhall.com

Matching funds and/or support required		
Are matching funds required?	☐ Yes ■ No	If yes, dollar amount, timing, and source:
Are you hiring new staff under this grant? Note: the City's *Fiscal Policies and Procedures* require that the hiring department structure the hiring as grant funded and temporary.	☐ Yes ■ No	If yes, describe how this will be done:
If hiring, list # of positions: Full time or part time? Fringe Benefits? (Y/N)		
Does work needed by the grant require staff hours from other departments?	☐ Yes ■ No	If yes, describe whether that department or those departments have been notified, and whether those staff hours are covered under the grant:
Are you purchasing IT equipment under this grant? Note: the City's *Fiscal Policies & Procedures* require that MTS be notified of all IT purchases.	☐ Yes ■ No	If yes, describe equipment and software (include information on how upgrades for both hardware and software will be funded):
Is IT equipment and software support covered under the grant?	☐ Yes ■ No	If yes, describe costs covered and who will be providing the support:
Are you requesting capital projects under this grant? Note: the City's *Fiscal Policies & Procedures* require capital project be approved in the City's centralized capital planning process.	☐ Yes ■ No	If yes, describe who will be providing on-going maintenance and whether / how those cost are covered:

Sign-off			
DEPARTMENT HEAD		Date	10/3/2023
GRANTS DIRECTOR		Date	10/5/2023

Please Scan & E-mail this Form to Sacoy Malone at smalone@springfieldcityhall.com

Attachment: FY24 Shared Streets Request for Grant Set Up (8220 : FY24 Shared Streets and Spaces Program Grant - No Match - $240,144.53)

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8225

Energy Efficiency and Conservation Block Grant (EECBG) - No Match Required - $197,920.00 (Mayor Sarno)

WHEREAS, the Springfield Department of Parks, Buildings & Recreation Management ("Department") has been awarded an "Energy Efficiency and Conservation Block Grant (EECBG)" from the U.S. Department of Energy (DOE) in the amount of $197,920.00; and

WHEREAS, the purpose of the grant program is to assist states, local governments, and Tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency; and

WHEREAS, the Department intends to use the grant funds to complete energy efficient HVAC upgrades at the Barney Carriage House located in Forest Park; 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 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:

Energy Efficiency and Conservation Block Grant EECBG - $197,920.00

Attachment: Parks EECBG Grant Setup & Backup (8225 : Energy Efficiency and Conservation Block Grant (EECBG) - No Match Required -

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: 09/05/2024

Department Requesting Grant Setup: OMB/DPBRM

Department Phone # (Please include extension): 784-4866

Name and Title of Person to Contact in Case of Questions: Sacoy Malone, Grants 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
xxx	Federal – City
	State DOE– School
	State Other – School
	State – City
	Private/Other

Grant Name: EECBG

Total Grant Amount Awarded: $197,920.00

Is this a Reimbursable Grant? (Y/N)
A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

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

Entity Name	U.S. Department of Energy
Contact Person	Kate Donatelli
Street Address	15013 Denver West Parkway
City, State, Zip Code	Golden, CO 80401
Telephone	240-937-6717
Fax	
E-Mail	Katherine.donatelli@hq.doe.gov

Actual Award Date	7/1/2024
Board Approval Date	
Start Date	7/1/2024
Expiration Date	5/31/2026

Renewal Action Date (optional)
If there are any Matching Funds: No
Type
Percent
Amount

Comments re: Description/Purpose of Grant
The City of Springfield and its energy partner Siemens shall perform HVAC upgrades to the Old Carriage House at the Barney, a 2,241 square foot wooden framed structure built in 1890. Objective 1 is to demolish the existing boiler, zone pumps, zone valves, and hot water heater from the site. Objective 2 is to install higher efficiency HVAC components, such as a new condensed hot water boiler, exhaust flute, zone pumps, low loss header, and indirect hot water heater. The final objective will be the equipment start up and post-retrofit measurements.
Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#: 81.128

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) ACH

Attachment: Parks EECBG Grant Setup & Backup (8225 : Energy Efficiency and Conservation Block Grant (EECBG) - No Match Required -

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

Org Code:

Object Codes: 580400 – $197,920

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

9-5-2024
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: Parks EECBG Grant Setup & Backup (8225 : Energy Efficiency and Conservation Block Grant (EECBG) - No Match Required -

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

ACTIVITY FILE

Grant Number: SE0000507, **State:** MA, **Program Year:** 2023

Recipient: City of Springfield

SEO title : Energy Retrofit of The Old Carriage House at the Barney Estate in Forest Park

Revision status: Active (pending add)

1. Activity

☐ Strategy Development	☐ Technical Consultant Services	☐ Building Energy Audits
☐ Financial Incentive Programs	☑ Energy Efficiency Retrofits	☐ Energy Efficiency and Conservation Programs for Buildings and Facilities
☐ Development and Implementation of Transportation Programs	☐ Building Codes and Inspections	☐ Energy Distribution Technologies for Energy Efficiency
☐ Material Conservation Programs	☐ Reduction and Capture of Methane and Greenhouse Gases	☐ Traffic Signals and Street Lighting
☐ Renewable Energy Technologies on Government Buildings	☐ Programs for Financing, Purchasing, and Installing EE-RE, and Zero-Emission Transportation Measures	☐ Administrative
☐ States Sub-grants to Formula-Ineligible Communities (states only)		

Blueprints

Energy Planning
- ☐ 1. Energy Planning

Efficient Buildings
- ☑ 2a. Energy Efficiency - Energy Audits and Building Upgrades
- ☐ 2b. Energy Savings Performance Contracts: Energy Efficiency and Electrification in Government Buildings
- ☐ 2c. Building Electrification Campaign
- ☐ 2d. Building Performance Standards & Stretch Codes

Renewables
- ☐ 3a. Solar & Storage - Power Purchase Agreements and Direct Ownership
- ☐ 3b. Community Solar
- ☐ 3c. Solarize Campaign
- ☐ 3d. Renewable Resource Planning for Rural and Tribal Communities

Electric Transportation
- ☐ 4a. Electric Vehicles and Fleet Electrification
- ☐ 4b. EV Charging Infrastructure for the Community

Finance
- ☐ 5. Unlocking Sustainable Financing Solutions for Energy Projects and Programs with Revolving Loan Funds

Workforce
- ☐ 6. Workforce Development

2. State: MA

3. Sectors

☐ Agriculture / Agricultural	☑ Local Government	☐ Residential
☐ Commercial	☐ Low / Limited Income	☐ State or Territory Government
☐ Higher Education	☐ Non-profits	☐ Transportation
☐ Industrial	☐ Not Applicable	☐ Tribal / Native American
☐ K-12 Schools		

4. Technology and/or Topic Areas

☐ Audits and Assessments (Energy, Water, and Process)	☐ Environmental Justice
☐ Benchmarking	☐ Financial Incentives

Attachment: Parks EECBG Grant Setup & Backup (8225 : Energy Efficiency and Conservation Block Grant (EECBG) - No Match Required -

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

ACTIVITY FILE

Grant Number: SE0000507, **State:** MA, **Program Year:** 2023

Recipient: City of Springfield

Attachment: Parks EECBG Grant Setup & Backup (8225 : Energy Efficiency and Conservation Block Grant (EECBG) - No Match Required -

- ☐ Energy Savings Performance Contracting
- ☐ Biofuels
- ☐ Building Energy Codes & Inspection Services
- ☐ Capital Investments & Financing
- ☐ Biomass
- ☐ Clean Energy / Clean Energy Technologies
- ☐ Commuting Infrastructure
- ☐ Distributed Energy Resources
- ☐ Education and Outreach
- ☐ Electric Vehicles and Infrastructure
- ☐ Energy Affordability
- ☐ Energy Management
- ☐ Energy Audits
- ☐ Energy Certification Programs
- ☐ Energy Conservation
- ☐ Energy Efficiency
- ☐ Energy Equity
- ☐ Assessments & Feasibility Studies
- ☐ ENERGY STAR
- ☐ Energy Workforce Training
- ☐ Fuel Cell and Hydrogen Technologies
- ☐ Geothermal
- ☐ Hydropower / Hydrokinetic Power
- ☐ Not Applicable
- ☐ On-site Renewable Energy
- ☐ Pedestrian & Bike Infrastructure
- ☐ Reduce Commuting
- ☐ Resiliency
- ☑ Retrofits
- ☐ Solar
- ☐ Workforce Development
- ☐ STEM Education
- ☐ Storage
- ☐ Strategy Development
- ☐ Technical Assistance
- ☐ Traffic Signals & Street Lighting
- ☐ Waste to Energy / Solid Waste Minimization
- ☐ Weatherization
- ☐ Wind

5. Estimated annual energy savings: 53,939 MBtus

6. Description (executive summary of goals and objectives)*

The City of Springfield and its energy partner Siemens shall perform HVAC upgrades to the Old Carriage House at the Barney, a 2,241 square foot wooden framed structure built in 1890. The Old Carriage House at the Barney is a historic municipal building used by city employees for media and press releases. The building is also used by the public for birthdays, anniversary parties, retirement celebrations, Bar/Bat Mitzvah's, reunions, proms, weddings, and tours.

Objective 1 is to demolish the existing boiler, zone pumps, zone valves, and hot water heater from the site. Objective 2 is to install higher efficiency HVAC components, such as a new condensed hot water boiler, exhaust flute, zone pumps, low loss header, and indirect hot water heater. Objective 3 is the equipment start up and post-retrofit measurements. The measurements will be calculated and presented in the Guaranteed Savings Reconciliation Report generated by Siemens. Objective 4 is the training program. An on-site training session will be provided by the unit manufacturer upon the completion of the HVAC improvements.

7. Activity milestones

Milestone Description	Planned Amount
Objective 1 - Demo of existing equipment (5 days)	5
Objective 2 - Installation of new HVAC equipment (20 days)	20
Objective 3 - Equipment startup and post-retrofit measurements (2 days)	2
Objective 4 - Training Program (1 day)	1

8. Activity performance metrics

a. Specific metric activity (required)**

1. Retrofits

9. Activity funds by source

a. EECBGBIL grant (all funds in the approved budget)

Fund Source	Planned Amount

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

ACTIVITY FILE

Grant Number: SE0000507, **State:** MA, **Program Year:** 2023

Recipient: City of Springfield

Local Fund Source Type: Local	$17,674.00
Federal Fund Source Type: Federal	$197,920.00
Total	$215,594.00

b. Leveraged funds anticipated (outside approved budget)

Fund Source	Planned Amount
No records found	
Total	$0.00

*Please use additional pages if more space is needed.
**Mandatory requirement

Attachment: Parks EECBG Grant Setup & Backup (8225 : Energy Efficiency and Conservation Block Grant (EECBG) - No Match Required -

FY25 Springfield Library Foundation Trusts & Endowments Grant - No Match Required $180,000.00 (Mayor Sarno)

WHEREAS, the Springfield City Libraries Department has been awarded a Springfield Library Foundation Trust & Endowments Grant in the amount of $180,000.00 from the Springfield Libraries Foundation; and

WHEREAS, the Department intends to use the grant for the purchase of library materials for the Library System; 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 Acting 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 Trusts & Endowments Grant - No Match Required $180,000.00

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 8/01/2024

Department Requesting Grant Setup Library

Department Phone # (Please include extension) 263-6828 x290

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? Yes
If yes, please indicate your previous project number: Fund # 8233; 8234; 8232; 8235

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
X Private/Other Springfield Library Foundation

Grant Name: Trusts & Endowments

Total Grant Amount Awarded: $180,000.00

Attachment: FY25 SLF Trusts and Endowments (8197 : FY25 Springfield Library Foundation Trusts & Endowments - No Match Required

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	7/31/2024
Board Approval Date	7/31/2024
Start Date	n/a
Expiration Date	n/a

Renewal Action Date (optional)
If there are any Matching Funds:

- Type
- Percent
- Amount

Comments re: Description/Purpose of Grant
To support Library materials budget 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)

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 SLF Trusts and Endowments (8197 : FY25 Springfield Library Foundation Trusts & Endowments - No Match Required

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

Org Code: 82336105; 82346105; 82320620; 82356105

Object Codes: 551300

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.

__*Molly Fogarty*_____ __8/01/2024__
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.

Attachment: FY25 SLF Trusts and Endowments (8197 : FY25 Springfield Library Foundation Trusts & Endowments - No Match Required

Springfield Library Foundation

COPY

July 31, 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 of $180,000 in support of the City Library's materials budget in Fiscal Year 2025.

We estimate that during Fiscal Year 2025 the Foundation will render to the Springfield City Library quarterly payments from the following sources.

The SLF Schwab Funds	$ 100,000.00
Corcoran & Garvey Trusts*	$ 60,000.00
The Rose Smith Trust*	$ 20,000.00
TOTAL:	**$ 180,000.00**

**Garvey Trust Funds must be used for Forest Park Branch & Rose Smith Funds must be used for Music related materials.*

It is the Foundations intention to render to the Springfield City Library quarterly payments of $45,000 on or around the 31st of July and October 2024, and the 30th of January and April 2025, each in the amount.

We wish you and your staff great success in the coming year!

With warmest regards,

Matthew Blumenfeld
Executive Director

SPRINGFIELD LIBRARY FOUNDATION INC
PO BOX 28
EAST LONGMEADOW, MA 01028-0028

1462
53-7169/2118
1324

DATE July 25, 2024

PAY TO THE ORDER OF Springfield City Library $ 45,000.-

forty five thousand dollars and no/100 DOLLARS

BerkshireBank

FOR 1st Qtr 2025 Library Materials

[redacted]

Attachment: FY25 SLF Trusts and Endowments (8197 : FY25 Springfield Library Foundation Trusts & Endowments - No Match Required

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8200

FY25 TJO Grant - No Match Required $165,000.00 (Mayor Sarno)

WHEREAS, the Thomas J. O'Connor Animal Control and Adoption Center Department has been awarded a FY25 TJO Grant from the Foundation for TJO Animals in the amount of $165,000.00 for the period starting July 1, 2024 and ending June 30, 2025; and

WHEREAS, the purpose of the grant is to support the base salary for their employees; and

WHEREAS, the Department intends to use the grant funds to continue partially funding the salaries of existing employees; 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 TJO Grant - $165,000.00

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	7/24/2024
Department Requesting Grant Setup	TJO
Department Phone # (Please include extension)	413-3781-1022
Name and Title of Person to Contact in Case of Questions	Heather Cahillane

Was this Grant previously setup for a prior fiscal year? Y
If yes, please indicate your previous project number: VET24/VTF24/VTF24

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
X	Private/Other

Grant Name: FY25 TJO Grant

Total Grant Amount Awarded: $165,000.00

Attachment: FY25 TJO grant (8200 : FY25 TJO Grant - No Match Required $165,000.00)

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	Foundation for TJO Animals
Contact Person	Janna Brown
Street Address	66 Industry Ave
City, State, Zip Code	Springfield, MA 01104
Telephone	413-297-5407
Fax	
E-Mail	JBrown@tjofoundation.org

Actual Award Date	7/1/2024
Board Approval Date	7/1/2024
Start Date	7/1/2024
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
Salary offset for the Veterinarian, Clinic Coordinator and Vet Tech

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)

Attachment: FY25 TJO grant (8200 : FY25 TJO Grant - No Match Required $165,000.00)

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

Org Code: 29912920

Object Codes: 501000

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.

Heather Cahlan
Signature

7/25/2024
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: FY25 TJO grant (8200 : FY25 TJO Grant - No Match Required $165,000.00)

Attachment: FY25 TJO grant (8200 : FY25 TJO Grant - No Match Required $165,000.00)

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8196

FY25 Springfield Library Foundation - Salary Offset for Branches - No Match Required - $145,000.00 (Mayor Sarno)

WHEREAS, the Library Department ("Department") has been awarded a FY25 Salary Offset Grant for all branches of $145,000.00 from the Springfield Library Foundation; and

WHEREAS, the income represents the annual payment to be delivered quarterly to the Library for FY25; and

WHEREAS, the Department intends to use the trust funds to offset Library Branches Salaries; and

WHEREAS, the Department has accepted the trust funds and requests authorization from the City Council and the Mayor to expend the trust funds listed below for the purposes stated above; 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 endowment 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 endowment funds listed below for the purposes of such endowment, subject to the approval of the Mayor, and the endowment funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the endowment without further appropriation:

FY25 Springfield Library Foundation - Salary Offset for Branches - No Match Required - $145,000.00

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 8/1/2024

Department Requesting Grant Setup Library

Department Phone # (Please include extension) 263-6828 x290

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? Yes
If yes, please indicate your previous project number: SLF24
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
X Private/Other Springfield Library Foundation

Grant Name: SLF PERSONNEL AND OPERATING EXPENSES

Total Grant Amount Awarded: $145,000.00
Is this a Reimbursable Grant? (Y/N) N

Attachment: FY25 SLF Personnel and Operating Expense Grant (8196 : FY25 Springfield Library Foundation - Salary Offset for Branches - 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
- Contact Person
- Street Address
- City, State, Zip Code
- Telephone
- Fax
- E-Mail

Actual Award Date	7/26/24
Board Approval Date	7/26/24
Start Date	n/a
Expiration Date	n/a

Renewal Action Date (optional)

If there are any Matching Funds:

- Type
- Percent
- Amount

Comments re: Description/Purpose of Grant
TO SUPPORT OPERATING AND PERSONNEL EXPENSES FOR ALL LIBRARY BRANCHES

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: FY25 SLF Personnel and Operating Expense Grant (8196 : FY25 Springfield Library Foundation - Salary Offset for Branches - No

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

Org Code: 2917610

Object Codes: 501000, 506000, 503105, 580900

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.

Molly Fogarty 8/1/2024
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.

Attachment: FY25 SLF Personnel and Operating Expense Grant (8196 : FY25 Springfield Library Foundation - Salary Offset for Branches - No

Springfield Library Foundation

COPY

July 26, 2024

Cathy Buono, CAFO
City of Springfield
36 Court Street
Springfield, MA 01103

Dear Cathy,

The Board of Directors of the Springfield Library Foundation is pleased to inform you that they intend to provide a grant of $145,000.00 from the Library Foundation's Endowment and other Funds in support of the FY2025 personnel and operating expenses for all library branches.

As much as is possible, we would like these funds to be identified as supporting Sunday hours at the Central Library, and for technology purchases as well as the overall personnel budget.

It is the Foundations intention to render to the City of Springfield quarterly payments in the amount of $36,250.00 on or around the 31st of July and October 2024, and the 30th of January and April 2025.

Sincerely,

Matthew Blumenfeld
Executive Director

cc: Molly Fogarty

SPRINGFIELD LIBRARY FOUNDATION INC
220 STATE STREET
SPRINGFIELD, MA 01103-1733

299
62-15/311
150

July 25, 2024
Date

Pay to the Order of CITY OF SPRINGFIELD $36,250.00

thirty six thousand two hundred fifty and 00/100 Dollars

charles SCHWAB
The Bank of New York Mellon
1 Wall Street
New York, NY 10286

Schwab One®

For 1st Qtr 2025 Personnel & Ops.

[redacted]

Harland Clarke

Attachment: FY25 SLF Personnel and Operating Expense Grant (8196 : FY25 Springfield Library Foundation - Salary Offset for Branches - No

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8222

Assistance to Firefighters Grant - Match Required - $97,090.90 (Mayor Sarno)

WHEREAS, the Springfield Fire Department ("Department") has been awarded an "Assistance to Firefighters Grant" from the Federal Emergency Management Agency ("FEMA"); and

WHEREAS, the purpose of the grant program is to provide financial assistance to ensure that the health and safety of the public and firefighting personnel are protected against fire-related hazards; and

WHEREAS, the Department intends to use the grant funds to purchase eight PPE driers; and

WHEREAS, the total cost of all components that this funding will be used for is $106,800.00; and

WHEREAS, the grant will pay $97,090.90 toward the cost of the total expenses and requires the City to contribute $9,709.10 (10% of the Federal contribution), which will be paid from the Fire Department's General Fund Operating budget; 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, 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:

Assistance to Firefighters Grant - $97,090.90

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	8/16/24
Department Requesting Grant Setup	Fire
Department Phone # (Please include extension)	787-6411

Name and Title of Person to Contact in Case of Questions
Darcy Borecki, Administrative Analyst

Was this Grant previously setup for a prior fiscal year?	YES
If yes, please indicate your previous project number:	AFF21

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: FY23 Assistance to Firefighters Grant

Attachment: Fire AFG - Request for Grant Set-Up Signed (8222 : Assistance to Firefighters Grant - Match Required - $97,090.90)

Total Grant Amount Awarded: $106,800.00 ($97,090.90 with a 10% match $9,709.10)

Is this a Reimbursable Grant? (**Y**/N)
A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

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

Entity Name	FEMA
Contact Person	
Street Address	
City, State, Zip Code	
Telephone	
Fax	
E-Mail	

Actual Award Date	August 16, 2024
Board Approval Date	
Start Date	August 16, 2024
Expiration Date	August 12, 2026
Renewal Action Date (optional)	
If there are any Matching Funds:	YES
Type	In-Kind
Percent	10%
Amount	$9,709.10

Is there any Leverage? HUD FUNDING ONLY

Source	
Amount	

Comments re: Description/Purpose of Grant
We will be purchasing allowable equipment.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: Fire AFG - Request for Grant Set-Up Signed (8222 : Assistance to Firefighters Grant - Match Required - $97,090.90)

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

Org Code:

Object Codes: 558400 $106,800.00

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

8/16/24
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.

Attachment: Fire AFG - Request for Grant Set-Up Signed (8222 : Assistance to Firefighters Grant - Match Required - $97,090.90)

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: **September 16, 2024**

Re: **Order for Council Meeting – September 16, 2024**

Cc: **Mayor Sarno**

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the September 16, 2024 Council meeting, which authorizes the City to appropriate $9,709.10 as partial funding for the Fire Department's Assistance to Firefighters (AFG) Grant.

Background: The Fire Department (SFD) was recently awarded the AFG Grant in the total amount of $106,800.00 from the Federal Emergency Management Agency (FEMA). In order to receive this funding, the City will be required to match 10% of the Federal contribution of $97,090.90, which equates to $9,709.10 and will be paid from the department's General Fund Operating Budget. The SFD will use the funds to purchase Eight (8) PPE driers.

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: CAFO Cert - Fire AFG Grant (8222 : Assistance to Firefighters Grant - Match Required - $97,090.90)

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8218

DPW Rideshare Funding - No Match - $86,782.20 (Mayor Sarno)

WHEREAS, the Department of Public Works ("Department") has received $86,782.20 in funding from the Massachusetts Department of Public Utilities ("DPU") Commonwealth Transportation Infrastructure Fund; and

WHEREAS, the funding, which will be appropriated to a Capital Project Fund, will be used to address the impact of Transportation Network Services (ridesharing services such as Uber and Lyft) on municipal roads, bridges, and other transportation infrastructure; and

WHEREAS, the Department intends to use the funds as part of the City's Complete Streets Program for projects to be determined; and

WHEREAS, the City has received this funding and requests an appropriation from the City Council and the Mayor to expend the funds listed below for the intended purposes of such funding; 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 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. 53, and Chapter 187 of the acts of 2016 that the City Council authorizes the appropriation of the funds listed below to address the impact of transportation network services on municipal roads, bridges and other transportation infrastructure. An appropriation is required by the Mayor and City Council to use these funds for the specific statutory purpose.

DPW Rideshare Funding - $86,782.20

DLS
DIVISION OF LOCAL SERVICES
MA DEPARTMENT OF REVENUE

Geoffrey E. Snyder
Commissioner of Revenue

Sean R. Cronin
Senior Deputy Commissioner

Local Finance Opinion

LFO-2022-3
September 2022

TOPIC: Transportation Network Company Per-ride Assessment Distribution

ISSUE: Municipal finance and accounting treatment of money received from the Commonwealth Transportation Infrastructure Fund

This LFO addresses questions relating to the municipal finance and accounting treatment of moneys distributed to a city, town or district from the Commonwealth Transportation Infrastructure Fund.

1. What is the Commonwealth Transportation Infrastructure Fund?

Under Chapter 187 of the Acts of 2016, as amended by Chapter 176 of the Acts of 2022, certain transportation network companies must submit to the Transportation Network Company Division (TNC Division) of the Department of Public Utilities (DPU) the number of rides from the previous calendar year that originated within each city or town and a per-ride assessment of $0.20. The assessment is credited to the Commonwealth Transportation Infrastructure Fund (Fund). St. 2016, c. 187, § 8(a). Each year, one half of the amount credited to the Fund will be distributed by the DPU proportionately to each city and town based on the number of rides that originated in that city or town. St. 2022, c. 176, § 27.

2. What is the general rule related to the receipt of money by a city, town or district officer or department?

All money received or collected from any source by a city, town or district belongs to its general fund and can only be spent after appropriation unless a general or special law provides an exception, *i.e.*, expressly restricts use for a particular purpose or allows expenditure by a department or officer without appropriation. G.L. c. 44, § 53.

3. Is there an exception to the general rule for money received from the Commonwealth Transportation Infrastructure Fund?

Yes. Money distributed to cities and towns from the Fund is special revenue earmarked for use by cities and towns "to address the impact of transportation network services on municipal roads, bridges and other transportation infrastructure or any other public purpose substantially related to the operation of transportation network services in the city or town including, but not limited to, the complete streets program established in section 1 of chapter 90I of the General Laws and other programs that support alternative modes of transportation." St. 2022, c. 176, § 27.

Attachment: DPW Municipal Rideshare Funds (8218 : DPW Rideshare Funding - No Match - $86,782.20)

However, the Act does not authorize any particular department or officer to spend the distributed money without "specific" or "further" appropriation for any of those statutory purposes. See, *e.g.*, G.L. c. 40, § 3 (municipal and school rental revenues); G.L. c. 44, § 53A (money gifts and grants); G.L. c. 44, § 53E½ (departmental fees and charges); and G.L. c. 71, § 47 (school activity fees and charges). Therefore, the general rule requiring an appropriation to spend the money still applies. The accounting officer must establish a receipts reserved for appropriation account for this distribution and credit the money received to that account. To use the money for any allowable purpose, the legislative body must appropriate from available funds in the account.

However, starting with distributions received on or about June of 2023, if the amount of the distribution to a city or town is $25,000 or less, the chief executive officer as defined in section 7 of chapter 4 of the General Laws may expend the funds for the statutory purposes without further appropriation. St. 2022, c. 176, § 27.

4. Are there any reporting requirements?

Yes. For fiscal year 2023, each city or town receiving a distribution from the Fund must submit a report to the TNC Division not later than December 31, 2022 that details the allowable transportation-related projects conducted, including amounts used or planned to be used for those projects.

Per St. 2022, c. 176, § 27, starting fiscal year 2024, in each year where a city or town receives a distribution of more than $25,000, the city or town must submit a report to the TNC Division not later than December 31 that details the allowable transportation-related projects conducted, including amounts used or planned to be used for those projects. Additionally, each city or town that has received a cumulative total distribution from the Fund of more than $25,000 since its last report to the TNC Division must submit a report to the TNC Division not later than December 31 of that year that details the allowable transportation-related projects conducted, including amounts used or planned to be used for those projects. Lastly, each city or town which has a cumulative total distribution from the Fund of $25,000 or less in the five years since their last report to the TNC Division must submit a report to the TNC Division not later than December 31 of that year that details the allowable transportation-related projects conducted, including amounts used or planned to be used for those projects. The TNC Division is required to compile the reports and post the projects and amounts of money used on its website. Additionally, please note that the TNC Division will withhold future disbursements until the reporting requirements are satisfied.

Kenneth M. Woodland

Kenneth M. Woodland, Chief
Bureau of Municipal Finance Law

Attachment: DPW Municipal Rideshare Funds (8218 : DPW Rideshare Funding - No Match - $86,782.20)

MA Municipal Disbursements – 2023 TNC Rides

Municipality	2023 Total Rides Started	2023 Disbursement
ABINGTON	80,646	$8,064.60
ACTON	47,260	$4,726.00
ACUSHNET	7,532	$753.20
ADAMS	47	$4.70
AGAWAM	37,495	$3,749.50
ALFORD	3	$0.30
AMESBURY	25,516	$2,551.60
AMHERST	178,043	$17,804.30
ANDOVER	172,087	$17,208.70
AQUINNAH	365	$36.50
ARLINGTON	313,958	$31,395.80
ASHBURNHAM	1,062	$106.20
ASHBY	67	$6.70
ASHFIELD	5	$0.50
ASHLAND	47,872	$4,787.20
ATHOL	217	$21.70
ATTLEBORO	174,747	$17,474.70
AUBURN	62,809	$6,280.90
AVON	61,805	$6,180.50
AYER	8,875	$887.50
BARNSTABLE	335,367	$33,536.70
BARRE	118	$11.80
BECKET	19	$1.90
BEDFORD	64,780	$6,478.00
BELCHERTOWN	2,838	$283.80
BELLINGHAM	24,209	$2,420.90
BELMONT	218,114	$21,811.40
BERKLEY	3,946	$394.60
BERLIN	6,494	$649.40
BERNARDSTON	37	$3.70
BEVERLY	242,851	$24,285.10
BILLERICA	161,763	$16,176.30
BLACKSTONE	3,296	$329.60
BLANDFORD	29	$2.90
BOLTON	2,805	$280.50
BOSTON	35,558,027	$3,555,802.70
BOURNE	21,425	$2,142.50
BOXBOROUGH	8,576	$857.60
BOXFORD	6,480	$648.00
BOYLSTON	8,886	$888.60
BRAINTREE	497,951	$49,795.10
BREWSTER	15,049	$1,504.90
BRIDGEWATER	77,540	$7,754.00

For questions, please contact us at DPUTNCReports@mass.gov

Attachment: DPW Municipal Rideshare Funds (8218 : DPW Rideshare Funding - No Match - $86,782.20)

MA Municipal Disbursements – 2023 TNC Rides

BRIMFIELD	133	$13.30
BROCKTON	1,509,485	$150,948.50
BROOKFIELD	432	$43.20
BROOKLINE	1,602,339	$160,233.90
BUCKLAND	5	$0.50
BURLINGTON	340,927	$34,092.70
CAMBRIDGE	5,084,366	$508,436.60
CANTON	168,678	$16,867.80
CARLISLE	5,788	$578.80
CARVER	7,749	$774.90
CHARLEMONT	5	$0.50
CHARLTON	5,813	$581.30
CHATHAM	31,296	$3,129.60
CHELMSFORD	151,655	$15,165.50
CHELSEA	890,182	$89,018.20
CHESHIRE	64	$6.40
CHESTER	1	$0.10
CHESTERFIELD	3	$0.30
CHICOPEE	175,486	$17,548.60
CHILMARK	1,485	$148.50
CLARKSBURG	4	$0.40
CLINTON	13,990	$1,399.00
COHASSET	12,621	$1,262.10
COLRAIN	2	$0.20
CONCORD	63,742	$6,374.20
CONWAY	14	$1.40
CUMMINGTON	1	$0.10
DALTON	334	$33.40
DANVERS	222,887	$22,288.70
DARTMOUTH	113,217	$11,321.70
DEDHAM	268,402	$26,840.20
DEERFIELD	909	$90.90
DENNIS	60,717	$6,071.70
DIGHTON	4,239	$423.90
DOUGLAS	1,557	$155.70
DOVER	11,999	$1,199.90
DRACUT	104,004	$10,400.40
DUDLEY	4,158	$415.80
DUNSTABLE	1,079	$107.90
DUXBURY	12,286	$1,228.60
EAST_BRIDGEWATER	28,615	$2,861.50
EAST_BROOKFIELD	445	$44.50
EAST_LONGMEADOW	25,859	$2,585.90
EASTHAM	6,101	$610.10
EASTHAMPTON	8,528	$852.80

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Attachment: DPW Municipal Rideshare Funds (8218 : DPW Rideshare Funding - No Match - $86,782.20)

MA Municipal Disbursements – 2023 TNC Rides

EASTON	73,334	$7,333.40
EDGARTOWN	63,416	$6,341.60
EGREMONT	12	$1.20
ERVING	10	$1.00
ESSEX	2,948	$294.80
EVERETT	1,174,994	$117,499.40
FAIRHAVEN	39,386	$3,938.60
FALL_RIVER	510,657	$51,065.70
FALMOUTH	130,653	$13,065.30
FITCHBURG	111,343	$11,134.30
FLORIDA	2	$0.20
FOXBOROUGH	92,176	$9,217.60
FRAMINGHAM	553,388	$55,338.80
FRANKLIN	55,056	$5,505.60
FREETOWN	8,376	$837.60
GARDNER	9,359	$935.90
GEORGETOWN	7,274	$727.40
GILL	64	$6.40
GLOUCESTER	31,983	$3,198.30
GOSHEN	7	$0.70
GOSNOLD	0	$0.00
GRAFTON	27,537	$2,753.70
GRANBY	2,704	$270.40
GRANVILLE	10	$1.00
GREAT_BARRINGTON	155	$15.50
GREENFIELD	905	$90.50
GROTON	5,008	$500.80
GROVELAND	7,120	$712.00
HADLEY	32,468	$3,246.80
HALIFAX	7,101	$710.10
HAMILTON	8,576	$857.60
HAMPDEN	1,440	$144.00
HANCOCK	29	$2.90
HANOVER	40,222	$4,022.20
HANSON	14,002	$1,400.20
HARDWICK	22	$2.20
HARVARD	7,832	$783.20
HARWICH	38,990	$3,899.00
HATFIELD	1,253	$125.30
HAVERHILL	406,376	$40,637.60
HAWLEY	1	$0.10
HEATH	0	$0.00
HINGHAM	98,137	$9,813.70
HINSDALE	166	$16.60
HOLBROOK	69,848	$6,984.80

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Attachment: DPW Municipal Rideshare Funds (8218 : DPW Rideshare Funding - No Match - $86,782.20)

MA Municipal Disbursements – 2023 TNC Rides

HOLDEN	17,670	$1,767.00
HOLLAND	49	$4.90
HOLLISTON	13,593	$1,359.30
HOLYOKE	149,139	$14,913.90
HOPEDALE	3,123	$312.30
HOPKINTON	19,846	$1,984.60
HUBBARDSTON	137	$13.70
HUDSON	39,479	$3,947.90
HULL	18,215	$1,821.50
HUNTINGTON	15	$1.50
IPSWICH	10,956	$1,095.60
KINGSTON	34,718	$3,471.80
LAKEVILLE	12,820	$1,282.00
LANCASTER	4,682	$468.20
LANESBOROUGH	248	$24.80
LAWRENCE	799,967	$79,996.70
LEE	320	$32.00
LEICESTER	18,783	$1,878.30
LENOX	1,049	$104.90
LEOMINSTER	112,401	$11,240.10
LEVERETT	279	$27.90
LEXINGTON	180,430	$18,043.00
LEYDEN	1	$0.10
LINCOLN	24,724	$2,472.40
LITTLETON	19,050	$1,905.00
LONGMEADOW	15,039	$1,503.90
LOWELL	1,094,246	$109,424.60
LUDLOW	15,520	$1,552.00
LUNENBURG	8,290	$829.00
LYNN	1,117,875	$111,787.50
LYNNFIELD	56,161	$5,616.10
MALDEN	1,096,220	$109,622.00
MANCHESTER	6,294	$629.40
MANSFIELD	77,060	$7,706.00
MARBLEHEAD	70,680	$7,068.00
MARION	3,400	$340.00
MARLBOROUGH	198,318	$19,831.80
MARSHFIELD	26,741	$2,674.10
MASHPEE	32,885	$3,288.50
MATTAPOISETT	4,674	$467.40
MAYNARD	17,730	$1,773.00
MEDFIELD	15,163	$1,516.30
MEDFORD	1,021,686	$102,168.60
MEDWAY	11,681	$1,168.10
MELROSE	188,265	$18,826.50

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Attachment: DPW Municipal Rideshare Funds (8218 : DPW Rideshare Funding - No Match - $86,782.20)

MA Municipal Disbursements – 2023 TNC Rides

MENDON	2,692	$269.20
MERRIMAC	4,295	$429.50
METHUEN	330,895	$33,089.50
MIDDLEBOROUGH	27,726	$2,772.60
MIDDLEFIELD	0	$0.00
MIDDLETON	27,943	$2,794.30
MILFORD	51,215	$5,121.50
MILLBURY	50,006	$5,000.60
MILLIS	8,093	$809.30
MILLVILLE	627	$62.70
MILTON	197,080	$19,708.00
MONROE	0	$0.00
MONSON	540	$54.00
MONTAGUE	159	$15.90
MONTEREY	11	$1.10
MONTGOMERY	4	$0.40
MOUNT_WASHINGTON	0	$0.00
NAHANT	13,288	$1,328.80
NANTUCKET	346,950	$34,695.00
NATICK	237,151	$23,715.10
NEEDHAM	207,573	$20,757.30
NEW_ASHFORD	7	$0.70
NEW_BEDFORD	501,688	$50,168.80
NEW_BRAINTREE	23	$2.30
NEW_MARLBOROUGH	6	$0.60
NEW_SALEM	17	$1.70
NEWBURY	6,193	$619.30
NEWBURYPORT	34,332	$3,433.20
NEWTON	1,157,852	$115,785.20
NORFOLK	10,120	$1,012.00
NORTH_ADAMS	322	$32.20
NORTH_ANDOVER	122,578	$12,257.80
NORTH_ATTLEBOROUGH	97,004	$9,700.40
NORTH_BROOKFIELD	369	$36.90
NORTH_READING	43,926	$4,392.60
NORTHAMPTON	35,651	$3,565.10
NORTHBOROUGH	41,963	$4,196.30
NORTHBRIDGE	10,715	$1,071.50
NORTHFIELD	9	$0.90
NORTON	36,361	$3,636.10
NORWELL	27,533	$2,753.30
NORWOOD	255,458	$25,545.80
OAK_BLUFFS	83,471	$8,347.10
OAKHAM	162	$16.20
ORANGE	86	$8.60

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Attachment: DPW Municipal Rideshare Funds (8218 : DPW Rideshare Funding - No Match - $86,782.20)

MA Municipal Disbursements – 2023 TNC Rides

ORLEANS	14,051	$1,405.10
OTIS	15	$1.50
OXFORD	15,191	$1,519.10
PALMER	2,994	$299.40
PAXTON	3,459	$345.90
PEABODY	397,321	$39,732.10
PELHAM	299	$29.90
PEMBROKE	23,701	$2,370.10
PEPPERELL	1,788	$178.80
PERU	4	$0.40
PETERSHAM	24	$2.40
PHILLIPSTON	95	$9.50
PITTSFIELD	10,694	$1,069.40
PLAINFIELD	1	$0.10
PLAINVILLE	29,955	$2,995.50
PLYMOUTH	147,560	$14,756.00
PLYMPTON	1,984	$198.40
PRINCETON	400	$40.00
PROVINCETOWN	26,765	$2,676.50
QUINCY	1,301,725	$130,172.50
RANDOLPH	374,203	$37,420.30
RAYNHAM	62,496	$6,249.60
READING	92,961	$9,296.10
REHOBOTH	7,920	$792.00
REVERE	1,226,400	$122,640.00
RICHMOND	39	$3.90
ROCHESTER	1,587	$158.70
ROCKLAND	82,246	$8,224.60
ROCKPORT	3,563	$356.30
ROWE	0	$0.00
ROWLEY	5,720	$572.00
ROYALSTON	10	$1.00
RUSSELL	93	$9.30
RUTLAND	2,536	$253.60
SALEM	599,599	$59,959.90
SALISBURY	18,624	$1,862.40
SANDISFIELD	2	$0.20
SANDWICH	16,242	$1,624.20
SAUGUS	325,705	$32,570.50
SAVOY	1	$0.10
SCITUATE	13,110	$1,311.00
SEEKONK	49,137	$4,913.70
SHARON	48,410	$4,841.00
SHEFFIELD	23	$2.30
SHELBURNE	27	$2.70

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Attachment: DPW Municipal Rideshare Funds (8218 : DPW Rideshare Funding - No Match - $86,782.20)

MA Municipal Disbursements – 2023 TNC Rides

SHERBORN	6,039	$603.90
SHIRLEY	2,165	$216.50
SHREWSBURY	136,871	$13,687.10
SHUTESBURY	88	$8.80
SOMERSET	25,916	$2,591.60
SOMERVILLE	2,201,208	$220,120.80
SOUTH_HADLEY	17,190	$1,719.00
SOUTHAMPTON	1,070	$107.00
SOUTHBOROUGH	31,968	$3,196.80
SOUTHBRIDGE	8,875	$887.50
SOUTHWICK	1,328	$132.80
SPENCER	6,430	$643.00
SPRINGFIELD	867,822	$86,782.20
STERLING	3,976	$397.60
STOCKBRIDGE	200	$20.00
STONEHAM	146,374	$14,637.40
STOUGHTON	224,463	$22,446.30
STOW	5,246	$524.60
STURBRIDGE	6,218	$621.80
SUDBURY	35,199	$3,519.90
SUNDERLAND	4,940	$494.00
SUTTON	8,326	$832.60
SWAMPSCOTT	95,483	$9,548.30
SWANSEA	20,441	$2,044.10
TAUNTON	242,395	$24,239.50
TEMPLETON	400	$40.00
TEWKSBURY	144,739	$14,473.90
TISBURY	42,877	$4,287.70
TOLLAND	3	$0.30
TOPSFIELD	7,268	$726.80
TOWNSEND	1,081	$108.10
TRURO	3,485	$348.50
TYNGSBOROUGH	27,487	$2,748.70
TYRINGHAM	7	$0.70
UPTON	3,175	$317.50
UXBRIDGE	5,103	$510.30
WAKEFIELD	134,753	$13,475.30
WALES	11	$1.10
WALPOLE	90,649	$9,064.90
WALTHAM	941,527	$94,152.70
WARE	425	$42.50
WAREHAM	31,095	$3,109.50
WARREN	202	$20.20
WARWICK	0	$0.00
WASHINGTON	13	$1.30

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Attachment: DPW Municipal Rideshare Funds (8218 : DPW Rideshare Funding - No Match - $86,782.20)

MA Municipal Disbursements – 2023 TNC Rides

WATERTOWN	556,964	$55,696.40
WAYLAND	32,323	$3,232.30
WEBSTER	18,126	$1,812.60
WELLESLEY	264,551	$26,455.10
WELLFLEET	3,739	$373.90
WENDELL	16	$1.60
WENHAM	9,055	$905.50
WEST_BOYLSTON	19,131	$1,913.10
WEST_BRIDGEWATER	33,073	$3,307.30
WEST_BROOKFIELD	122	$12.20
WEST_NEWBURY	1,974	$197.40
WEST_SPRINGFIELD	115,687	$11,568.70
WEST_STOCKBRIDGE	29	$2.90
WEST_TISBURY	15,263	$1,526.30
WESTBOROUGH	112,523	$11,252.30
WESTFIELD	25,348	$2,534.80
WESTFORD	44,337	$4,433.70
WESTHAMPTON	129	$12.90
WESTMINSTER	3,391	$339.10
WESTON	62,906	$6,290.60
WESTPORT	12,149	$1,214.90
WESTWOOD	124,605	$12,460.50
WEYMOUTH	382,387	$38,238.70
WHATELY	352	$35.20
WHITMAN	49,938	$4,993.80
WILBRAHAM	10,213	$1,021.30
WILLIAMSBURG	204	$20.40
WILLIAMSTOWN	312	$31.20
WILMINGTON	108,712	$10,871.20
WINCHENDON	443	$44.30
WINCHESTER	115,691	$11,569.10
WINDSOR	4	$0.40
WINTHROP	159,319	$15,931.90
WOBURN	464,208	$46,420.80
WORCESTER	1,812,827	$181,282.70
WORTHINGTON	1	$0.10
WRENTHAM	35,128	$3,512.80
YARMOUTH	95,574	$9,557.40

Attachment: DPW Municipal Rideshare Funds (8218 : DPW Rideshare Funding - No Match - $86,782.20)

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8195

FY25 SHINE Grant - No Match Required $74,333.00 (Mayor Sarno)

WHEREAS, the Department of Elder Affairs ("Department") has been awarded a Servicing the Health Information Needs of Elders (SHINE) Grant Award of $74,333.00 from the Massachusetts Executive Office of Elder Affairs for the period starting July 1, 2024 and ending June 30, 2025; and

WHEREAS, the grant funds provide health insurance and medical information, screening and application assistance to low income seniors; and

WHEREAS, the Department intends to use the grant funds to provide information, screening and application assistance regarding Low Income subsidy (LIA), Medicare Savings Plans (MSP), Medicare Part D enrollment and State Pharmaceutical Assistance Program (prescription Advantage) to all Medicare beneficiaries who may qualify; 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 Acting 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 SHINE Grant - No Match Required $74,333.00

Amendment -FY25 -SHINE
Org Code: 28235404

Wages/Salaries -501000	57,068.20
Payroll Taxes/Fringe	5,843.00
Professional Service/Consultant	7,610.80
Travel	295.00
Indirect Cost -578700	3,516.00
	$74,333.00

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.

Carol K Gasque
Signature

8/15/2024
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: FY25 SHINE Grant (8195 : FY25 SHINE Grant - No Match Required $74,333.00)

3

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 8/15/2024

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: **82324**

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: **SHINE Grant**
Total Grant Amount Awarded **FY25**: **74,333.00**

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

Attachment: FY25 SHINE Grant (8195 : FY25 SHINE Grant - No Match Required $74,333.00)

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 :
City, State, Boston, MA
Telephone: 1-617-727-9368
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):

2

Attachment: FY25 SHINE Grant (8195 : FY25 SHINE Grant - No Match Required $74,333.00)

FY25 Springfield Library Foundation Music Programming Grant - No Match Required $30,000.00 (Mayor Sarno)

WHEREAS, the Springfield City Libraries Department has been awarded a Springfield Library Foundation Music Programming Grant in the amount of $30,000.00 from the Springfield Libraries Foundation; and

WHEREAS, the Department intends to use the grant to support music programs for the Library Branches; 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 Music Programming Grant - No Match Required $30,000.00

Springfield Library Foundation

August 22, 2024

Molly Fogarty, Director
Springfield City Library
220 State Street
Springfield, MA 01103

Dear Molly,

This letter is to confirm the Springfield Library Foundation's grant commitments for FY2024-2025. In addition to the awards described below, the Foundation remains committed to providing $145,000 for Library operations and personnel, $180,000 for the Library's materials budget, $100,000 toward our Promise Realized Campaign pledge, and approximately $21,000 for landscaping and plantings at various branches (landscaping will be paid directly by the Foundation to the vendor).

The awards were approved as part of the Foundation's grant annual budgeting process in Spring 2024 for the new fiscal year. These funds are provided by various named funds from the Foundation's endowment held at Charles Schwab & Co.

The Board of Directors of the Springfield Library Foundation is pleased to provide the following grants:

• WiFi Hotspots Grant	$30,000
• Music Programming	$30,000
• Summer Reading Program	$10,000
• Staff Development	$15,000
• Strategic Planning	$15,000
TOTAL:	$100,000

At the end of the fiscal year we would appreciate a financial report on all expenditures related to these grants as well as information on the impact these funds have had on the Library.

Sincerely,

Matthew Blumenfeld
Executive Director

Attachment: FY25 SLF Music Programming Grant (8237 : FY25 Springfield Library Foundation Music Programming Grant - No Match Required

Attachment: FY25 SLF Music Programming Grant (8237 : FY25 Springfield Library Foundation Music Programming Grant - No Match Required

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	08/22/2024
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? YES
If yes, please indicate your previous project number: SLFMP

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
X	Private/Other

Grant Name: Springfield Library Foundation, Music Programming

Total Grant Amount Awarded: $ 30,000.00
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 08/22/2024
Board Approval Date 07/30/2024
Start Date 07/30/2024
Expiration Date
Renewal Action Date (optional)
If there are any Matching Funds:

- Type
- Percent
- Amount

Comments re: Description/Purpose of Grant
To support music programs for branches

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: FY25 SLF Music Programming Grant (8237 : FY25 Springfield Library Foundation Music Programming Grant - No Match Required

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

Org Code:

Object Codes: 551700, 530105, 551300

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.

_____Molly Fogarty_ _____08/22/2024_____
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.

Attachment: FY25 SLF Music Programming Grant (8237 : FY25 Springfield Library Foundation Music Programming Grant - No Match Required

Council Date:

Grant Name: Springfield Library Foundation – Music Programming

Accepting Department: Springfield City Library

Awarding Entity: Springfield Library Foundation

Amount: $30,000

Match:

Talking points for program grants:

To support music programming for the library.

- **What are to goals and deliverables of the program?** –Music programs for branches
- **Grant period: When does the grant start and end?** – July 30, 2024- no end date
- **When will the program start?** July 30, 2024
- **Does the program support and current employee salaries and/or benefits? Which employees will it support? –** N/A
- **Does the program support the hiring of new employees? Does it support their benefits? What will be the position titles of these new employees?** N/A
- **Does the program support the hiring of temp employees? How many and it what roles?** – N/A
- **Where will the program take place (i.e. single location or city-wide)?** –City-wide
- **Was the application for this grant competitive? If it is for a single location (e.g. one school or one library), why was that location chosen**? – It is not competitive.
- **Please note if the awarding agency is a pass through (e.g. it is federal funding being awarded by a private entity). If a certain type of funding, such as "Title III" is mentioned in the award, provide a brief description of it if possible.** – N/A
- **If there is a match what is the funding source?**

Attachment: FY25 SLF Music Programming Grant (8237 : FY25 Springfield Library Foundation Music Programming Grant - No Match Required

FY25 Springfield Library Foundation Wi-Fi Hot Spots Grant - No Match Required $30,000.00 (Mayor Sarno)

WHEREAS, the Springfield City Libraries Department has been awarded a Springfield Library Foundation Wi-Fi and Hot Spots Grant in the amount of $30,000.00 from the Springfield Libraries Foundation; and

WHEREAS, the Department intends to use the grant for the purchase of Wi-Fi Hot Spots for the Library; 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 Wi-Fi Hot Spots Grant - No Match Required $30,000.00

Springfield Library Foundation

August 22, 2024

Molly Fogarty, Director
Springfield City Library
220 State Street
Springfield, MA 01103

Dear Molly,

This letter is to confirm the Springfield Library Foundation's grant commitments for FY2024-2025. In addition to the awards described below, the Foundation remains committed to providing $145,000 for Library operations and personnel, $180,000 for the Library's materials budget, $100,000 toward our Promise Realized Campaign pledge, and approximately $21,000 for landscaping and plantings at various branches (landscaping will be paid directly by the Foundation to the vendor).

The awards were approved as part of the Foundation's grant annual budgeting process in Spring 2024 for the new fiscal year. These funds are provided by various named funds from the Foundation's endowment held at Charles Schwab & Co.

The Board of Directors of the Springfield Library Foundation is pleased to provide the following grants:

• WiFi Hotspots Grant	$30,000
• Music Programming	$30,000
• Summer Reading Program	$10,000
• Staff Development	$15,000
• Strategic Planning	$15,000
TOTAL:	$100,000

At the end of the fiscal year we would appreciate a financial report on all expenditures related to these grants as well as information on the impact these funds have had on the Library.

Sincerely,

Matthew Blumenfeld
Executive Director

Attachment: FY25 SLF Wi-Fi Hotspots Grant (8233 : FY25 Springfield Library Foundation Wi-Fi Hot Spots - No Match Required $30,000.00)

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	08/22/2024
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? YES
If yes, please indicate your previous project number: SLFWF

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
X	Private/Other

Grant Name: Springfield Library Foundation, Wi-Fi Hotspots

Attachment: FY25 SLF Wi-Fi Hotspots Grant (8233 : FY25 Springfield Library Foundation Wi-Fi Hot Spots - No Match Required $30,000.00)

Total Grant Amount Awarded: $ 30,000.00
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 08/22/2024
Board Approval Date 07/30/2024
Start Date 07/30/2024
Expiration Date
Renewal Action Date (optional)
If there are any Matching Funds:

- Type
- Percent
- Amount

Comments re: Description/Purpose of Grant
To supplement other funding for wireless internet access for the Library

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: FY25 SLF Wi-Fi Hotspots Grant (8233 : FY25 Springfield Library Foundation Wi-Fi Hot Spots - No Match Required $30,000.00)

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

Org Code:

Object Codes: 551700, 530105,580900,542300

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.

_____Molly Fogarty_ _____08/22/2024_____
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.

Attachment: FY25 SLF Wi-Fi Hotspots Grant (8233 : FY25 Springfield Library Foundation Wi-Fi Hot Spots - No Match Required $30,000.00)

Council Date:

Grant Name: Springfield Library Foundation – Wi-Fi hotspots

Accepting Department: Springfield City Library

Awarding Entity: Springfield Library Foundation

Amount: $30,000

Match:

Talking points for program grants:

Cover the cost of maintaining Wi-Fi hotspots for the library.

- **What are to goals and deliverables of the program?** – Wi-Fi hotspots for branches
- **Grant period: When does the grant start and end?** – July 30, 2024- no end date
- **When will the program start?** July 30, 2024
- **Does the program support and current employee salaries and/or benefits? Which employees will it support? –** N/A
- **Does the program support the hiring of new employees? Does it support their benefits? What will be the position titles of these new employees?** N/A
- **Does the program support the hiring of temp employees? How many and it what roles?** – N/A
- **Where will the program take place (i.e. single location or city-wide)?** –City-wide
- **Was the application for this grant competitive? If it is for a single location (e.g. one school or one library), why was that location chosen**? – It is not competitive.
- **Please note if the awarding agency is a pass through (e.g. it is federal funding being awarded by a private entity). If a certain type of funding, such as "Title III" is mentioned in the award, provide a brief description of it if possible.** – N/A
- **If there is a match what is the funding source?**

Attachment: FY25 SLF Wi-Fi Hotspots Grant (8233 : FY25 Springfield Library Foundation Wi-Fi Hot Spots - No Match Required $30,000.00)

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8232

FY25 Libraries Staff Development Grant - No Match Required $15,000.00 (Mayor Sarno)

WHEREAS, the Springfield City Libraries Department has been awarded a Libraries Staff Development Grant - No Match Required $15,000.00 from the Springfield Library Foundation; and

WHEREAS, the Department intends to use the grant for the Springfield City Library staff development; 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 Libraries Staff Development Grant - No Match Required $15,000.00

Springfield Library Foundation

August 22, 2024

Molly Fogarty, Director
Springfield City Library
220 State Street
Springfield, MA 01103

Dear Molly,

This letter is to confirm the Springfield Library Foundation's grant commitments for FY2024-2025. In addition to the awards described below, the Foundation remains committed to providing $145,000 for Library operations and personnel, $180,000 for the Library's materials budget, $100,000 toward our Promise Realized Campaign pledge, and approximately $21,000 for landscaping and plantings at various branches (landscaping will be paid directly by the Foundation to the vendor).

The awards were approved as part of the Foundation's grant annual budgeting process in Spring 2024 for the new fiscal year. These funds are provided by various named funds from the Foundation's endowment held at Charles Schwab & Co.

The Board of Directors of the Springfield Library Foundation is pleased to provide the following grants:

• WiFi Hotspots Grant	$30,000
• Music Programming	$30,000
• Summer Reading Program	$10,000
• Staff Development	$15,000
• Strategic Planning	$15,000
TOTAL:	$100,000

At the end of the fiscal year we would appreciate a financial report on all expenditures related to these grants as well as information on the impact these funds have had on the Library.

Sincerely,

Matthew Blumenfeld
Executive Director

Attachment: FY25 SLF Staff Development Grant (8232 : FY25 Libraries Staff Development Grant - No Match Required $15,000.00)

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	08/22/2024
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? YES
If yes, please indicate your previous project number: LSD24

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
X	Private/Other

Grant Name: Springfield Library Foundation, Staff Development

Attachment: FY25 SLF Staff Development Grant (8232 : FY25 Libraries Staff Development Grant - No Match Required $15,000.00)

Total Grant Amount Awarded: $ 15,000.00
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 08/22/2024
Board Approval Date 07/30/2024
Start Date 07/30/2024
Expiration Date
Renewal Action Date (optional)
If there are any Matching Funds:

- Type
- Percent
- Amount

Comments re: Description/Purpose of Grant
To support library staff training and development

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: FY25 SLF Staff Development Grant (8232 : FY25 Libraries Staff Development Grant - No Match Required $15,000.00)

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, 572100,571100

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.

_____Molly Fogarty_ _____08/22/2024_____
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.

Attachment: FY25 SLF Staff Development Grant (8232 : FY25 Libraries Staff Development Grant - No Match Required $15,000.00)

Council Date:

Grant Name: Springfield Library Foundation – Staff Development

Accepting Department: Springfield City Library

Awarding Entity: Springfield Library Foundation

Amount: $15,000

Match:

Talking points for program grants:

To support staff development for the library.

- **What are to goals and deliverables of the program?** –Employee development
- **Grant period: When does the grant start and end?** – July 30, 2024- no end date
- **When will the program start?** July 30, 2024
- **Does the program support and current employee salaries and/or benefits? Which employees will it support? –** N/A
- **Does the program support the hiring of new employees? Does it support their benefits? What will be the position titles of these new employees?** N/A
- **Does the program support the hiring of temp employees? How many and it what roles?** – N/A
- **Where will the program take place (i.e. single location or city-wide)?** –City-wide
- **Was the application for this grant competitive? If it is for a single location (e.g. one school or one library), why was that location chosen**? – It is not competitive.
- **Please note if the awarding agency is a pass through (e.g. it is federal funding being awarded by a private entity). If a certain type of funding, such as "Title III" is mentioned in the award, provide a brief description of it if possible.** – N/A
- **If there is a match what is the funding source?**

Attachment: FY25 SLF Staff Development Grant (8232 : FY25 Libraries Staff Development Grant - No Match Required $15,000.00)

FY25 Springfield Library Foundation Strategic Planning Grant - No Match Required $15,000.00 (Mayor Sarno)

WHEREAS, the Springfield City Libraries Department has been awarded a Springfield Library Foundation Strategic Planning Grant in the amount of $15,000.00 from the Springfield Libraries Foundation; and

WHEREAS, the Department intends to use the grant for outreach, materials and other purposes related to library strategic planning; 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 Strategic Planning Grant - No Match Required $15,000.00

Springfield Library Foundation

September 3, 2024

Molly Fogarty, Director
Springfield City Library
220 State Street
Springfield, MA 01103

Dear Molly,

This letter is to confirm the Springfield Library Foundation's grant commitments for FY2024-2025. In addition to the strategic planning award described below, the Foundation remains committed to providing $145,000 for Library operations and personnel, $180,000 for the Library's materials budget, $100,000 toward our Promise Realized Campaign pledge, $85,000 for various continuation grants described under separate cover, and approximately $21,000 for landscaping and plantings at various branches (landscaping will be paid directly by the Foundation to the vendor).

This strategic planning award was approved as part of the Foundation's grant annual budgeting process in Spring 2024 for the new fiscal year. Funds may be used at the City Library's discretion for consulting, outreach, materials, or other purposes related to creating a City Library Strategic Plan. These funds are provided by various named funds from the Foundation's endowment held at Charles Schwab & Co.

Accordingly, the Board of Directors of the Springfield Library Foundation is pleased to provide the following grant:

- Strategic Planning $15,000

TOTAL: $15,000

At the end of the fiscal year, we would appreciate a financial report on all expenditures related to this grant as well as information on the impact these funds have had on the Library.

Sincerely,

Matthew Blumenfeld
Executive Director

Attachment: FY25 SLF Strategic Planning Grant (8234 : FY25 Springfield Library Foundation Strategic Planning Grant - No Match Required

Springfield Library Foundation

August 22, 2024

Molly Fogarty, Director
Springfield City Library
220 State Street
Springfield, MA 01103

Dear Molly,

This letter is to confirm the Springfield Library Foundation's grant commitments for FY2024-2025. In addition to the awards described below, the Foundation remains committed to providing $145,000 for Library operations and personnel, $180,000 for the Library's materials budget, $100,000 toward our Promise Realized Campaign pledge, and approximately $21,000 for landscaping and plantings at various branches (landscaping will be paid directly by the Foundation to the vendor).

The awards were approved as part of the Foundation's grant annual budgeting process in Spring 2024 for the new fiscal year. These funds are provided by various named funds from the Foundation's endowment held at Charles Schwab & Co.

The Board of Directors of the Springfield Library Foundation is pleased to provide the following grants:

• WiFi Hotspots Grant	$30,000
• Music Programming	$30,000
• Summer Reading Program	$10,000
• Staff Development	$15,000
• Strategic Planning	$15,000
TOTAL:	$100,000

At the end of the fiscal year we would appreciate a financial report on all expenditures related to these grants as well as information on the impact these funds have had on the Library.

Sincerely,

Matthew Blumenfeld
Executive Director

Attachment: FY25 SLF Strategic Planning Grant (8234 : FY25 Springfield Library Foundation Strategic Planning Grant - No Match Required

Attachment: FY25 SLF Strategic Planning Grant (8234 : FY25 Springfield Library Foundation Strategic Planning Grant - No Match Required

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	09/04/2024
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
X	Private/Other

Grant Name: Springfield Library Foundation, Strategic Planning

Total Grant Amount Awarded: $ 15,000.00
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 08/22/2024
Board Approval Date 07/30/2024
Start Date 07/30/2024
Expiration Date
Renewal Action Date (optional)
If there are any Matching Funds:

- Type
- Percent
- Amount

Comments re: Description/Purpose of Grant
To support library Strategic plan

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: FY25 SLF Strategic Planning Grant (8234 : FY25 Springfield Library Foundation Strategic Planning Grant - No Match Required

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

Org Code:

Object Codes: 551700, 551300,530105

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.

_____Molly Fogarty_ _____08/22/2024_____
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.

Attachment: FY25 SLF Strategic Planning Grant (8234 : FY25 Springfield Library Foundation Strategic Planning Grant - No Match Required

Council Date:

Grant Name: Springfield Library Foundation – Strategic Planning

Accepting Department: Springfield City Library

Awarding Entity: Springfield Library Foundation

Amount: $15,000

Match:

Talking points for program grants:

To support the Library's strategic plan.

- **What are to goals and deliverables of the program?** –Outreach, materials, other purposes related to strategic plan
- **Grant period: When does the grant start and end?** – July 30, 2024- no end date
- **When will the program start?** July 30, 2024
- **Does the program support and current employee salaries and/or benefits? Which employees will it support? –** N/A
- **Does the program support the hiring of new employees? Does it support their benefits? What will be the position titles of these new employees?** N/A
- **Does the program support the hiring of temp employees? How many and it what roles?** – N/A
- **Where will the program take place (i.e. single location or city-wide)?** –City-wide
- **Was the application for this grant competitive? If it is for a single location (e.g. one school or one library), why was that location chosen**? – It is not competitive.
- **Please note if the awarding agency is a pass through (e.g. it is federal funding being awarded by a private entity). If a certain type of funding, such as "Title III" is mentioned in the award, provide a brief description of it if possible.** – N/A
- **If there is a match what is the funding source?**

Attachment: FY25 SLF Strategic Planning Grant (8234 : FY25 Springfield Library Foundation Strategic Planning Grant - No Match Required

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8198

FY24 S.A.F.E and Senior SAFE Grant - No Match Required - $13,299.97 (Mayor Sarno)

WHEREAS, the Springfield Fire Department ("Department") has been awarded a grant from the Massachusetts Department of Fire Services in the amount of $13,299.97; and

WHEREAS, the grant is intended to support the City's Student Awareness of Fire Education ("S.A.F.E.") and Senior SAFE programs; and

WHEREAS, the Department intends to use the grant funds in support of fire prevention training for students and seniors, including general home safety and how to be better prepared in the event of a fire; 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:

Student Awareness of Fire Education (S.A.F.E) - $10,199.98

Senior SAFE Grant - $3,099.99

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	7/15/24
Department Requesting Grant Setup	Fire
Department Phone # (Please include extension)	787-6411
Name and Title of Person to Contact in Case of Questions Darcy Borecki, Administrative Analyst	
Was this Grant previously setup for a prior fiscal year?	YES
If yes, please indicate your previous project number:	80523

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 S.A.F.E. and Senior S.A.F.E.
Total Grant Amount Awarded:	$13,299.97

Attachment: FY24 SAFE Request for Grant Set Up (8198 : FY24 S.A.F.E. & Senior S.A.F.E. Grant - $13,299.97)

Attachment: FY24 SAFE Request for Grant Set Up (8198 : FY24 S.A.F.E. & Senior S.A.F.E. Grant - $13,299.97)

Is this a Reimbursable Grant? (Y/N)

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

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

Entity Name	Commonwealth of Massachusetts Executive Office of Public Safety and Security c/o Department of Fire Services
Contact Person	Sheryl Hedlund
Street Address	P.O. Box 1025 ~ 1 State Road
City, State, Zip Code	Stow, Massachusetts 01775
Telephone	978-567-3381
Fax	978-567-3199
E-Mail	sheryl.hedlund@mass.gov

Actual Award Date	7/10/24
Board Approval Date	
Start Date	7/10/24
Expiration Date	12/31/24
Renewal Action Date (optional)	

If there are any Matching Funds: NO
- Type
- Percent
- Amount

Is there any Leverage? HUD FUNDING ONLY
- Source
- Amount

Comments re: Description/Purpose of Grant

This funding will be used to purchase program materials and for overtime pay.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID #:

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

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

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

Attachment: FY24 SAFE Request for Grant Set Up (8198 : FY24 S.A.F.E. & Senior S.A.F.E. Grant - $13,299.97)

Org Code:	28052232	
Object Codes:	506000	$6,000.00
	531020	$1,000.00
	551700	$6,299.97

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

7/16/2024
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: FY24 SAFE Request for Grant Set Up (8198 : FY24 S.A.F.E. & Senior S.A.F.E. Grant - $13,299.97)

Attachment: FY24 SAFE Request for Grant Set Up (8198 : FY24 S.A.F.E. & Senior S.A.F.E. Grant - $13,299.97)

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):		**COMMONWEALTH DEPARTMENT NAME: Department of Fire Services** **MMARS Department Code: DFS**	
Legal Address: (W-9, W-4): 36 COURT ST, SPRINGFIELD, MA 01103		**Business Mailing Address: State Road, P.O. Box 1025, Stow, MA 01775**	
Contract Manager: Commissioner Bernard Calvi	**Phone: 413-787-6411**	**Billing Address (if different):**	
E-Mail: bcalvi@springfieldcityhall.com	**Fax: 413-787-6432**	**Contract Manager: David Clemons**	**Phone: 978-567-3179**
Contractor Vendor Code: VC6000192140		**E-Mail: David.Clemons@mass.gov**	**Fax: 978-567-3121**
Vendor Code Address ID (e.g. "AD001"): AD001 **(Note: The Address ID must be set up for EFT payments.)**		**MMARS Doc ID(s): CT-DFS-2024SAFEGRANT0000000** **RFR/Procurement or Other ID Number: FY24 SAFE and Senior SAFE Grant Program**	

_x_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
_x_ **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 *Prior*** 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): _x_ 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.)
_x_ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). $13,299.97.

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: _x_ 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 for grant funds awarded from the FY24 Student Awareness of Fire Education (S.A.F.E.) Grant and Senior SAFE Grant programs administered by the Department of Fire Services in accordance with the FY24 grant application, and the attached Scope of Work (SOW). Award amounts are as follows: SAFE Grant - $10,199.98; Senior SAFE Grant - $3,099.99.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

_x_ 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 **December 31, 2024,** 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:	**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**
X: _____. **Date:** _____.	**X:** _____. **Date:** _____.
(Signature and Date Must Be Captured At Time of Signature)	**(Signature and Date Must Be Captured At Time of Signature)**
Print Name: _____	**Print Name:** Jon M. Davine
Print Title: _____	**Print Title:** State Fire Marshal

Attachment: FY24 SAFE Round 2 SAFE Contracts_Merged_Part47 (8198 : FY24 S.A.F.E. & Senior S.A.F.E. Grant - $13,299.97)

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8236

FY25 Springfield Library Foundation Summer Reading Programs - No Match Required $10,000.00 (Mayor Sarno)

WHEREAS, the Springfield City Libraries Department has been awarded a Springfield Library Foundation Summer Reading Programs Grant in the amount of $10,000.00 from the Springfield Libraries Foundation; and

WHEREAS, the Department intends to use the grant to support summer reading programs for the Library Branches; 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 Summer Reading Programs - No Match Required $10,000.00

Springfield Library Foundation

August 22, 2024

Molly Fogarty, Director
Springfield City Library
220 State Street
Springfield, MA 01103

Dear Molly,

This letter is to confirm the Springfield Library Foundation's grant commitments for FY2024-2025. In addition to the awards described below, the Foundation remains committed to providing $145,000 for Library operations and personnel, $180,000 for the Library's materials budget, $100,000 toward our Promise Realized Campaign pledge, and approximately $21,000 for landscaping and plantings at various branches (landscaping will be paid directly by the Foundation to the vendor).

The awards were approved as part of the Foundation's grant annual budgeting process in Spring 2024 for the new fiscal year. These funds are provided by various named funds from the Foundation's endowment held at Charles Schwab & Co.

The Board of Directors of the Springfield Library Foundation is pleased to provide the following grants:

• WiFi Hotspots Grant		$30,000
• Music Programming		$30,000
• Summer Reading Program		$10,000
• Staff Development		$15,000
• Strategic Planning		$15,000
	TOTAL:	$100,000

At the end of the fiscal year we would appreciate a financial report on all expenditures related to these grants as well as information on the impact these funds have had on the Library.

Sincerely,

Matthew Blumenfeld
Executive Director

Attachment: FY25 SLF Summer Reading Grant (8236 : FY25 Springfield Library Foundation Summer Reading Programs - No Match Required

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	08/22/2024
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? YES
If yes, please indicate your previous project number: SLFRP

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
X	Private/Other

Grant Name: Springfield Library Foundation, Summer Reading

Attachment: FY25 SLF Summer Reading Grant (8236 : FY25 Springfield Library Foundation Summer Reading Programs - No Match Required

Total Grant Amount Awarded: $ 10,000.00
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 08/22/2024
Board Approval Date 07/30/2024
Start Date 07/30/2024
Expiration Date
Renewal Action Date (optional)
If there are any Matching Funds:

- Type
- Percent
- Amount

Comments re: Description/Purpose of Grant
To support library summer reading programs

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: FY25 SLF Summer Reading Grant (8236 : FY25 Springfield Library Foundation Summer Reading Programs - No Match Required

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

Org Code:

Object Codes: 551700, 551300,530105

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.

_____Molly Fogarty_ _____08/22/2024_____
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.

Attachment: FY25 SLF Summer Reading Grant (8236 : FY25 Springfield Library Foundation Summer Reading Programs - No Match Required

Council Date:

Grant Name: Springfield Library Foundation – Summer Reading

Accepting Department: Springfield City Library

Awarding Entity: Springfield Library Foundation

Amount: $10,000

Match:

Talking points for program grants:

To support summer reading programs for the library.

- **What are to goals and deliverables of the program?** –Summer reading programs for branches
- **Grant period: When does the grant start and end?** – July 30, 2024- no end date
- **When will the program start?** July 30, 2024
- **Does the program support and current employee salaries and/or benefits? Which employees will it support? –** N/A
- **Does the program support the hiring of new employees? Does it support their benefits? What will be the position titles of these new employees?** N/A
- **Does the program support the hiring of temp employees? How many and it what roles?** – N/A
- **Where will the program take place (i.e. single location or city-wide)?** –City-wide
- **Was the application for this grant competitive? If it is for a single location (e.g. one school or one library), why was that location chosen**? – It is not competitive.
- **Please note if the awarding agency is a pass through (e.g. it is federal funding being awarded by a private entity). If a certain type of funding, such as "Title III" is mentioned in the award, provide a brief description of it if possible.** – N/A
- **If there is a match what is the funding source?**

Attachment: FY25 SLF Summer Reading Grant (8236 : FY25 Springfield Library Foundation Summer Reading Programs - No Match Required

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8202

Dispatch TERT Program Grant Increase - No Match Required - $10,000.00 (Mayor Sarno)

WHEREAS, the Emergency Communications Department ("Department") has been awarded an increase of $10,000.00, bring the total award to $24,177.00 for the "Telecommunicator Emergency Response Taskforce (TERT) Program Grant" from the State 911 Department; and

WHEREAS, the purpose of the program is to reimburse eligible expenses associated with Springfield Emergency Communications employees, who are credentialed as TERT members; and

WHEREAS, the Department has accepted the grant increase 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:

TERT Program Grant Increase - No Match Required - $10,000.00

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	August 8th 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?
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: FY24-26 Telecommunication Emergency Response Team (TERT)

Total Grant Amount Awarded: $24,177.00

Attachment: FY24-26 TERT Grant set-up form (8202 : Dispatch TERT Program Grant Increase - No Match Required - $10,000.00)

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 6/30/26
Renewal Action Date (optional) N/A
If there are any Matching Funds:
Type
Percent
Amount

Comments re: Description/Purpose of Grant
This grant reimburses costs associated with our participation in the Telecommunicator Emergency Response Team

Comments re: Conditions/Restrictions of Grant - This grant reimburses costs **totaling up to $24,4177** associated with our participation in the Telecommunicator Emergency Response Team

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: FY24-26 TERT Grant set-up form (8202 : Dispatch TERT Program Grant Increase - No Match Required - $10,000.00)

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:	461000	$24,117
	501000	$10,000
	506000	$7,000
	571100	$7,117

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

8/12/2024
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: FY24-26 TERT Grant set-up form (8202 : Dispatch TERT Program Grant Increase - No Match Required - $10,000.00)

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 Street, Springfield, MA 01103	**Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02346**
Contract Manager: **Phone:**	**Billing Address (if different):**
E-Mail: **Fax:**	**Contract Manager: Karen Robitaille** **Phone: 508-821-7221**
Contractor Vendor Code: VC6000192140	**E-Mail: Karen.Robitaille@mass.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): CT EPS TERT FY2024TERT3YRSPRFLD1** **RFR/Procurement or Other ID Number: FY24 TERT**

__ 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)
X **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)

X CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: June 30, 2026.
Enter **Amendment Amount**: $ **10,000.00** . (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

X **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): **X** 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.)
X **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). $ **24,177.00** .

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: **X** 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 Amendment is for the reimbursement of expenses associated with employees, who are credentialed as a TERT member under the State 911 Department FY 2024 – FY 2026 Telecommunicator Emergency Response Taskforce (TERT) Grant as authorized and awarded in compliance with the grant guidelines and the TERT Operations Standards/Policy Manual and COMU Governance Policy and Procedure.**

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

X 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 **June 30, 2026,** 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: Frank Pozniak .
Print Title: Executive Director .

Attachment: FY24-26 TERT Contract Amendment - Springfield (8202 : Dispatch TERT Program Grant Increase - No Match Required - $10,000.00)

FY25 Montage - Community Health Fair Grant - No Match Required $3,000.00 (Mayor Sarno)

WHEREAS, the Springfield City Libraries Department has been awarded a Montage Community Health Fair Grant in the amount of $3,000.00 from the Montage Marketing Group; and

WHEREAS, the Department intends to use the grant to support the health fair held at the library; 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 Montage - Community Health Fair Grant - No Match Required $3,000.00

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	08/23/2024
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
X	Private/Other

Grant Name: Montage- Community Health Fair

Attachment: FY25 Montage Community Health Fair Grant (8199 : FY25 Montage - Community Health Fair Grant - No Match Required $3,000.00)

Total Grant Amount Awarded: $ 3,000.00
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 08/14/2024
Board Approval Date
Start Date 07/30/2024
Expiration Date
Renewal Action Date (optional)
If there are any Matching Funds:

- Type
- Percent
- Amount

Comments re: Description/Purpose of Grant
To support health fair held at the library

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: FY25 Montage Community Health Fair Grant (8199 : FY25 Montage - Community Health Fair Grant - No Match Required $3,000.00)

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

Org Code:

Object Codes: 551700, 551300,530105

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.

_____Molly Fogarty_ _____08/22/2024_____
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.

Attachment: FY25 Montage Community Health Fair Grant (8199 : FY25 Montage - Community Health Fair Grant - No Match Required $3,000.00)

Bank of America

1119

7-163/520 MD
2185

MONTAGE MARKETING GROUP, LLC 01-24
5714 ABERDEEN RD
BETHESDA, MD 20814-1119

08/14/2024

PAY

TO THE ORDER OF Springfield City Library

DATE

AMOUNT
3,000.00

Three Thousand and 00/100*****

Springfield City Library
220 State street
Springfield, MA 01103

AUTHORIZED SIGNATURE

[redacted]

MONTAGE MARKETING GROUP, LLC 1119

REFERENCE NO.	DESCRIPTION	DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
1		07/22/2024	$3,000.00	$0.00	$3,000.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
08/14/2024	1119	Springfield City Library	$0.00	$3,000.00

MONTAGE MARKETING

City Contract No.: 2024094B

All of Us Mobile Education and Enrollment Center Activation Agreement

This Activation Agreement ("**Agreement**") is made by and between **City of Springfield,** a municipal corporation having its usual place of business at 36 Court Street, Springfield, Massachusetts, through its Director of the Library Department ("Director"), with the approval of the Mayor (hereinafter referred to as the "Partner") and Montage Marketing Group LLC, a limited liability company with a usual place of business located at 5714 Aberdeen Road, Bethesda, MD 20814 (hereinafter referred to as "Montage") and effective as of April 19, 2024 ("**Effective Date**").

Whereas, Montage desires to engage Partner and Partner desires to host the *All of Us* Mobile Education and Enrollment Center.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. AGREEMENT. During the Activation Period (as defined below), the parties will provide Services (as defined below)

2. TERMS. This Agreement shall be deemed to have commenced on the Effective Date and shall continue until July 19, 2024 (the "**Activation Period**"), unless terminated earlier pursuant to the terms hereof. This Agreement covers the provision of the Services during and around the specific event and promotional communications activities scheduled within the designated timeframe(s) immediately below (each, an "**Activation**"), during which Partner will provide the Services and host the *All of Us* Mobile Education and Enrollment Center:

Springfield City Library Mason Square Branch
765 State St
Springfield, MA 01109
July 16, 2024
1pm – 6pm

Springfield City Library Mason Square Branch
765 State St
Springfield, MA 01109
July 17, 2024
10am – 5pm

Attachment: FY25 Montage Community Health Fair Grant (8199 : FY25 Montage - Community Health Fair Grant - No Match Required $3,000.00)

MONTAGE MARKETING

Springfield City Library Mason Square Branch
765 State St
Springfield, MA 01109
July 18, 2024
1pm – 7pm

Springfield City Library Mason Square Branch
765 State St
Springfield, MA 01109
July 19, 2024
11am – 5pm

3. SERVICES: Partner shall provide Montage with the following services (the "**Services**") in a professional and workmanlike manner:

(a) Partner will host the *All of Us* Mobile Education and Enrollment Center: A traveling exhibit with experiences to build awareness and interest in the *All of Us* Research Program, supported by the National Institutes of Health. Hosting the exhibit includes a 34.5' RV and two 10x10 tents:
  (i) Accessible parking space of 34.5'x 8.5' (approximately 5 parking spaces).
  (ii) The exhibit should be places in an area that is accessible and visible to the public, event attendees, and passersby. If visibility is a challenge, Partner will work with Montage to find ways to proactively attract attendees to the exhibit.
  (iii) The area should be free from vehicular traffic, overhead wires, and any illegal criminal activity including, but not limited to, illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance, unauthorized alcohol, or weapons of any kind. The presence of individuals engaging in violent or threatening behavior, harassment in any verbal or physical conduct is strictly prohibited.

(b) Partner will be responsible for any permitting/venue approval process, as needed.

(c) Partner will coordinate all additional event day elements that could increase foot traffic to the site (i.e. face painting, food trucks, DJ or music, health services, sports clinic, partner booths, decorations, etc.)

(d) Partner will provide staff to support any additional event day elements.

(e) Partner will promote the event through:
  (i) Flyer distribution 1-2 weeks in advance to Partner's network and throughout the local community. Flyers will be provided by Montage.
  (ii) Minimum of two (2) posts on each of Partner's active Social Media platforms (Facebook, Twitter, Instagram, LinkedIn, etc.): one (1) post prior to the event day(s) and one (1) post during the event day(s).
  (iii) Minimum of one (1) mention in Partner's regular communication materials (newsletter, forum, listserv, staff email, etc.).

Attachment: FY25 Montage Community Health Fair Grant (8199 : FY25 Montage - Community Health Fair Grant - No Match Required $3,000.00)

MONTAGE MARKETING

(iv) Partner will work with Montage to inform the local newspaper, TV & radio stations by sending a media advisory. Messaging will be provided by Montage.

(f) Partner agrees to use only approved images and copy text for social media posts and email communications, provided by Montage. Language cannot be modified in any way and content should not be added by Partner unless previously approved by Montage in writing prior to posting and/or delivery.

(g) Partner agrees to include Montage point of contact in all promotional communications related to the All of Us Mobile Education and Enrollment Center visit.

(h) Partner agrees to assign a primary point of contact for the Activation Period.

4. Montage shall provide Partner with the following services (the "Services") in a professional and workmanlike manner:

(a) Vehicle and event footprint load in, load out, and onsite management, including any and all associated vehicles, equipment, and supplies.

(b) Event execution per the standard operating procedure and protocal as established by the IRB and the National Institutes of Health.

(c) Hire, train, and manage part- and full-time event staff (procured by Montage).

(d) Provide approved promotional material templates for partner-led promotion.

5. COMPENSATION. In exchange for Partner performing the Services, Montage shall pay Partner certain amounts (the "**Fees**") for the successful completion of the Services. The Fee will be paid as follows:

(a) Three thousand dollars [$3,000] donation paid to the Library for location permitting or venue approval purposes; any additional event supplies and elements to draw attendance (food truck services, site decoration, Disk Jockey or music services, face painting, sport clinics, health services, partner booths); and for promotional supplies and materials such as print production of flyers/posters and distribution;

(b) Partner will submit an electronic invoice for Services performed to Montage by the last day of the month in which the last day of the in-person Activation, along with a completed W-9. Payment will be issued Net-30 days upon Montage's receipt of invoice after the event has finished. The invoice should include itemization of the agreement specifications successfully completed.

(c) As a precondition to payment of an invoice, Montage must have pre-approved Partner's event proposal. Partner will have submitted an event proposal with an itemized breakdown of incurred expenses and supporting receipts within 10 days from the last event day of the applicable Activation.

6. TERMINATION. Montage may terminate this agreement at any time by providing 30 business days' prior written notice to Partner. Partner may terminate this agreement by providing 30 business days prior written notice in advance of the first date of any scheduled activities. Montage may cancel any Activation, without penalty, if, due to circumstances out of the control of Montage, such event is prohibited by law or would otherwise be rendered unsafe, as reasonably determined

Attachment: FY25 Montage Community Health Fair Grant (8199 : FY25 Montage - Community Health Fair Grant - No Match Required $3,000.00)

MONTAGE MARKETING

by Montage. Should the event location not be free from illegal or criminal activities, and/or include the presence of individuals engaging in violent or threatening behavior, Montage has the authority to terminate the event without prior written notice to the Partner. Montage will work with the Partner to determine alternatives prior to cancelling an event.

7. CONFIDENTIALITY. Partner agrees that the information provided by Montage to Partner is proprietary and confidential to Montage and shall not be released without prior written consent of Montage. Partner agrees to hold such information in confidence and use such information only for the purposes of the Activation Agreement.

(a) Partner shall ensure that neither Partner nor any of its employees or affiliates shall make any public statement in a manner which, in the reasonable opinion of Montage or its clients, is or might be prejudice or defamatory to the image and reputation of Montage, its employees, its agents or its client.

(b) Partner agrees that it will not make any public announcement to the media and other third parties of the nature of the relationship with Montage unless Montage has reviewed and approved, in writing, such announcement or publicity release.

(c) At no time shall Partner disclose any information regarding the Fee outlined in this agreement.

8. INTELECTUAL PROPERTY. Unless Montage otherwise consents in writing, all written materials and concepts specifically developed or created by Montage in connection with the *All of Us* campaigns, programs or events, the Services or the Activations including, without limitation, all rights in and to such materials and concepts, shall be the property of Montage. All such materials and concepts shall be "works made for hire."

9. LEGAL COMPLIANCE: Partner represents and warrants that it has or shall obtain, at its expense, all applicable licenses, permits, waivers, releases, registrations, approvals and/or authorizations required in connection with the Services and that such licenses, permits, waivers, releases, registrations, approvals and/or authorizations will be valid and sufficient for Partner to perform the Services. Partner shall comply with all applicable laws with respect to the performance of the Services.

10. EXECUTION AND DELIVERY OF AGREEMENT. Each party represents and warrants that it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Agreement by each party has been duly and validly authorized and approved.

11. INSURANCE. Montage shall maintain at least the following minimum limits and types of insurance: (a) Commercial General Liability Insurance providing combined single limits $1,000,000 per occurrence for bodily injury (including wrongful death) and/or property damage liability. Said insurance shall cover, at a minimum, liability arising from products and completed operations, personal injury/advertising injury and contractual liability; (b) Automobile Liability Insurance, with

Attachment: FY25 Montage Community Health Fair Grant (8199 : FY25 Montage - Community Health Fair Grant - No Match Required $3,000.00)

MONTAGE MARKETING

combined single limits of $1,500,000 per accident for bodily injury and property damage liability; and (c) Worker's Compensation Insurance at statutory limits. Copies of such insurance certificates shall be provided by either party to the other upon request. Montage shall cause the Partner to be named as an additional insured on all required insurance policies. Montage shall provide Partner with an insurance certificate evidencing such insurance and attach it as Exhibit A. to this Agreement.

12. MISCELLANEOUS. This Agreement contains the entire understanding of the parties in relation to the subject matter of this agreement and supersedes any previous agreements, whether written or oral. There are no other agreements, representation or warranties not set forth herein. No waiver by either party of any of the terms, provisions or conditions of this Agreement shall be effective unless the waiver is in writing and signed by an authorized representative of both parties. Partner shall not assign or subcontract this Agreement, either in whole or in part, without the express prior written consent of Montage. Any such attempted assignment shall be void. In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement, as so modified, shall continue in full force and effect. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the state of Delaware without regard to any choice of law provisions. Any claim or lawsuit arising from or relating to this Agreement shall be filed and maintained in a court of competent jurisdiction in Delaware. To the extent allowed by law, the parties each waive their right to a jury trial for any matter arising from or relating to this Agreement.

13. NOTICE. Any notice to a party required under this Agreement shall be in writing, addressed as follows

Montage:

Teresa Pipia
Chief Operations Officer
5714 Aberdeen Road
Bethesda, MD 20814

Partner:

Molly Fogerty
Director
220 State Street
Springfield, MA 01103

With a copy to:

City Solicitor
36 Court Street, Rm 210
Springfield, MA 01103

Attachment: FY25 Montage Community Health Fair Grant (8199 : FY25 Montage - Community Health Fair Grant - No Match Required $3,000.00)

MONTAGE MARKETING

[INTENTIONALLY LEFT BLANK SIGNATURE PAGE TO FOLLOW]

5714 Aberdeen Road, Bethesda, MD 20814 | (703) 215-4201
www.montagemarketinggroup.com

Attachment: FY25 Montage Community Health Fair Grant (8199 : FY25 Montage - Community Health Fair Grant - No Match Required $3,000.00)

MONTAGE MARKETING

IN WITNESS WHEREOF, the City of Springfield, acting by and through its Director of the Library Department, with the approval of its Mayor, and the Montage Marketing Group, LLC, have executed this Agreement as of the date the same is executed by all parties listed below.

MONTAGE

Teresa Pipia, Chief Operations Officer
Montage Marketing Group, LLC
Date Signed: May 7, 2024

PARTNER

Molly Fogerty
Molly Fogerty, Director
Springfield Library Department
Date Signed: 6/20/24

Approved as to Form:

Associate City Solicitor
Date Signed: 6-27

Approved:

Domenic J. Sarno, Mayor
Date Signed: 6/28/24

Approved as to Appropriation: N/A

City Comptroller
Date Signed: 6/26/24

Attachment: FY25 Montage Community Health Fair Grant (8199 : FY25 Montage - Community Health Fair Grant - No Match Required $3,000.00)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Joseph W. McCartin Insurance, Inc.
5000 Sunnyside Ave, Suite 200
Beltsville MD 20705

CONTACT NAME: Ronda Reeder
PHONE (A/C, No, Ext): (301)937-0400 **FAX (A/C, No):** (301)937-5120
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Hartford Group	
INSURER B : HISCOX	
INSURER C : Erie Insurance Exchange	26271
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Montage Marketing Group, LLC
5714 Aberdeen Road
Bethesda MD 20814

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: All risk property insurance	Y		42SBABH0288	12/29/2023	12/29/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [blank]	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 48,400
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY Comp-$500 Coll-$500 Ded			Q122930794	12/29/2023	12/29/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [blank]	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $ 10,000			42SBABH0288	12/29/2023	12/29/2024	EACH OCCURRENCE AGGREGATE [blank]	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		42WECCS8057	03/17/2024	03/17/2025	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Errors & Omissions			UMB1919538.24	03/24/2024	03/24/2025	Claim Agg. Disp.	$1,000,000. $1,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Dates: 7/16 - 7/19
Location: Springfield City Library Mason Square Branch-765 State Street, Springfield, MA 01109
Additional Insured: Springfield City Library Mason Square Branch-765 State Street, Springfield, MA 01109
Form SS00080405

CERTIFICATE HOLDER

Springfield City Library Mason Square Branch
765 State Street
Springfield MA 01109

Fax: Email:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Ronda Reeder

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. **Incidental Medical Malpractice**

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

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(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

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g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

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2. **Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

a. **Any Insured**
To any insured, except "volunteer workers".

b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.

d. **Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. **Products-Completed Operations Hazard**
Included with the "products-completed operations hazard".

g. **Business Liability Exclusions**
Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. **Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

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This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

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F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. **Additional Insured - Designated Person Or Organization**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   a. In the performance of your ongoing operations; or

   b. In connection with your premises owned by or rented to you.

2. **Additional Insured - Managers Or Lessors Of Premises**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to:

   (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. **Additional Insured - Grantor Of Franchise**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. **Additional Insured - Lessor Of Leased Equipment**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. **Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to:

   (1) Any "occurrence" that takes place after you cease to lease that land; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. **Additional Insured - State Or Political Subdivision – Permits**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Attachment: FY25 Montage Community Health Fair Grant (8199 : FY25 Montage - Community Health Fair Grant - No Match Required $3,000.00)

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. **Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

      (1) In the performance of your ongoing operations for the additional insured(s); or

      (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

10. **Additional Insured – Co-Owner Of Insured Premises**

    WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

   a. **(1)** Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper;

   b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

   c. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:

   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

   b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

   a. Injury;

   b. Sickness; or

   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

Attachment: FY25 Montage Community Health Fair Grant (8199 : FY25 Montage - Community Health Fair Grant - No Match Required $3,000.00)

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

Attachment: FY25 Montage Community Health Fair Grant (8199 : FY25 Montage - Community Health Fair Grant - No Match Required $3,000.00)

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

Attachment: FY25 Montage Community Health Fair Grant (8199 : FY25 Montage - Community Health Fair Grant - No Match Required $3,000.00)

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8223

Parks Department - Donation - $2,381.70 - No Match Required (Mayor Sarno)

WHEREAS, the Parks Department has been awarded a donation in the amount of $2,381.70 from donor Michael Jennings; and

WHEREAS, the funding provided by the donor has been designated to purchase a bench in memory of Gail Jennings; 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:

Parks Department - Donation - $2,381.70 - No Match Required

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	8/19/2024
Department Requesting Grant Setup	PBRM
Department Phone # (Please include extension)	413-787-7772
Name and Title of Person to Contact in Case of Questions	CAROL LANGEVIN

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

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

Grant Type:
State – Highway
Federal Pass-Through DOE– School
Federal Direct– School
Federal – City
State DOE– School
State Other – School
State – City
XXXXX Private/Other

Grant Name: BENCH DONATION
Total Grant Amount Awarded: $ 2381.70

Attachment: Parks Bench Donation_Redacted (8223 : Parks Department - Donation - $2,381.70 - No Match Required)

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	MICHAEL JENNINGS
Contact Person	
Street Address	227 BUTLER ROAD
City, State, Zip Code	MONSON, MA 01057
Telephone	
Fax	
E-Mail	

Actual Award Date
Board Approval Date
Start Date
Expiration Date
Renewal Action Date (optional)
If there are any Matching Funds:NO
Type
Percent
Amount

Comments re: Description/Purpose of Grant:
DONATION FOR BENCH – in memory of Gail Jennings

Comments re: Conditions/Restrictions of Grant
DONATION FOR BENCH – in memory of Gail Jennings

If this is a Federal Grant, enter CFDA#: CHECKS HAS BEEN RECEIVED.
PLEASE SEE ATTACHED

If applicable enter the State ID # :

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

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

Attachment: Parks Bench Donation_Redacted (8223 : Parks Department - Donation - $2,381.70 - No Match Required)

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

Org Code: 29156300

Object Codes: 483000
Project Code: BENCH

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.

X _____
Signature

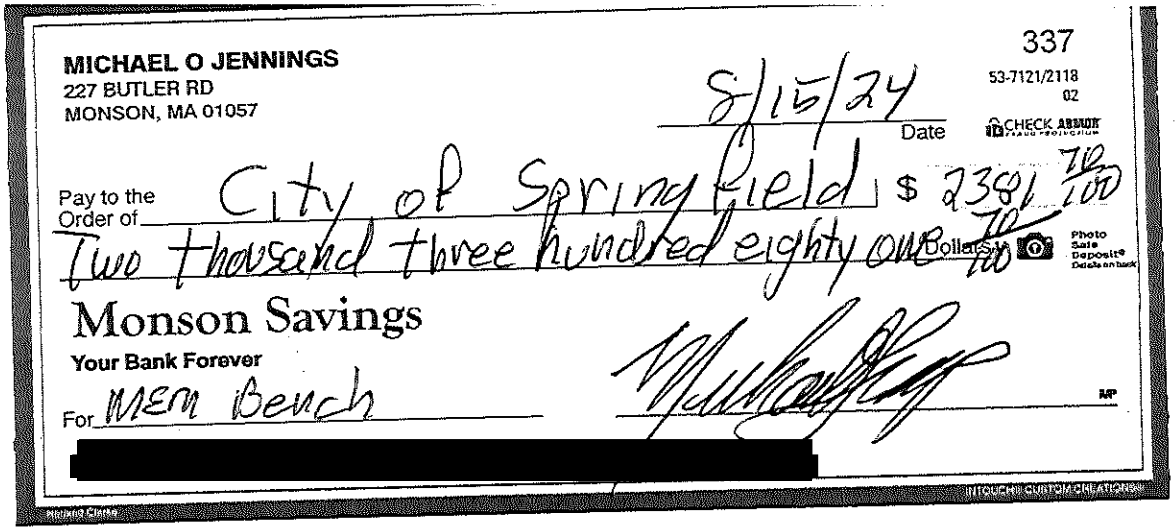
8/19/24
Date

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.

Attachment: Parks Bench Donation_Redacted (8223 : Parks Department - Donation - $2,381.70 - No Match Required)



MICHAEL O JENNINGS
227 BUTLER RD
MONSON, MA 01057

337
53-7121/2118
02

8/15/24
Date

CHECK ABUSE FRAUD PROTECTION

Pay to the Order of City of Springfield $ 2381 70/100

Two thousand three hundred eighty one 70/100 Dollars

Photo Safe Deposit Details on back

Monson Savings
Your Bank Forever

For MEM Bench

[redacted]

MP

ITOUCH® CUSTOM CREATIONS®

Attachment: Parks Bench Donation_Redacted (8223 : Parks Department - Donation - $2,381.70 - No Match

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8205

Donation of Goods - Fire Bench Supplies Donation (Mayor Sarno)

WHEREAS, donors Kevin & Suzanne Brock have awarded a donation for supplies in memory of Richard B. to the Springfield Fire Department ("Department"), which has a value of $25,000; and

WHEREAS, the Department will 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 authorize expenditure of the donation funds; 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 gift and use of the tangible personal property, 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 gift funds for the purposes of such gift, subject to the approval of the Mayor, and the gift funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the gift without further appropriation.

Hand, Erin

From: Hand, Erin
Sent: Wednesday, July 24, 2024 12:55 PM
To: Fraser, Christopher
Subject: FW: $25K Donation

Attachment: Fire $25K Donation Email (8205 : Donation of Goods - Fire Bench Supplies Donation)

From: Calvi, Bernard <BCalvi@springfieldcityhall.com>
Sent: Wednesday, July 24, 2024 10:15 AM
To: Hand, Erin <EHand@springfieldcityhall.com>
Subject: RE: $25K Donation

Hi Erin,

It has not been spent yet. I believe it is going for the bench and the set up for the bench i.e. concrete and supplies.

B.J. Calvi
Bernard J. Calvi CFO, NRP
Commissioner
Springfield Fire Department
413-750-2444

From: Hand, Erin <EHand@springfieldcityhall.com>
Sent: Wednesday, July 24, 2024 9:37 AM
To: Calvi, Bernard <BCalvi@springfieldcityhall.com>
Subject: $25K Donation
Importance: High

Good morning Commissioner,

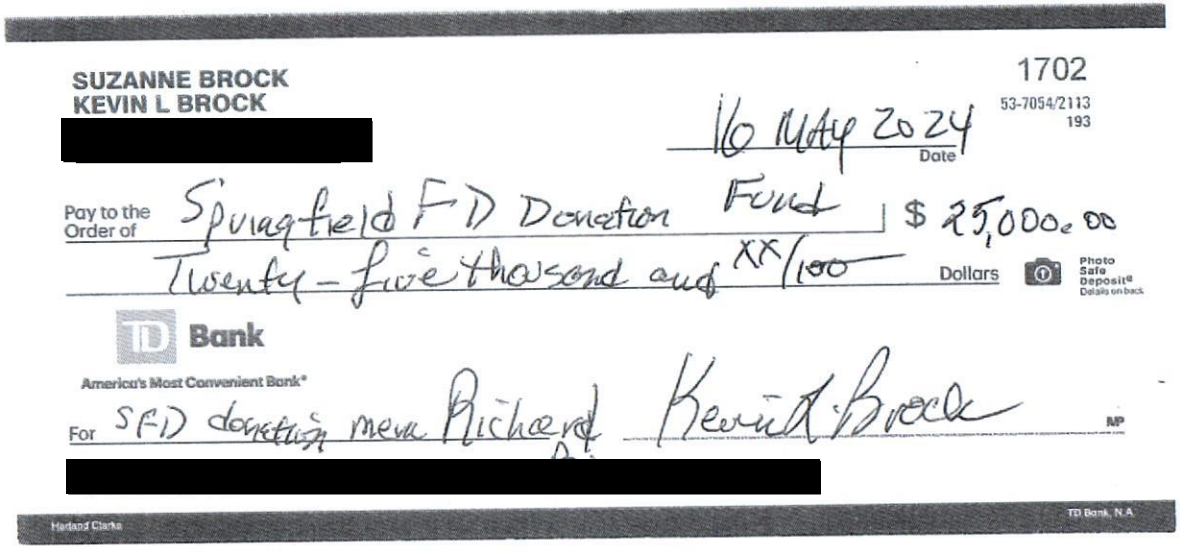
Can you provide me with information on what the $25K Brock donation, that was approved this past CC meeting, was or will be spent on?

Maggie did let me know that Drew mentioned Kevin Brock purchased and donated a bench in addition to the $25K donation.

Thanks for your help!
Erin

Erin Hand
Senior Budget Analyst
Office of Administration & Finance
City of Springfield
36 Court Street
Springfield, MA 01103
(413) 784-4843

Attachment: Fire $25K Donation Email (8205 : Donation of Goods - Fire Bench Supplies Donation)



SUZANNE BROCK
KEVIN L BROCK
[redacted]

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

TD Bank
America's Most Convenient Bank®

For SFD donation mem Richard Kevin L Brock MP

[redacted]

Harland Clarke

TD Bank, N.A.

Attachment: Fire - Donation -Brock check redacted (8205 : Donation of Goods - Fire Bench Supplies

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8201

Springfield City Library Donation - $75.00 (Mayor Sarno)

WHEREAS, the Library Department has been awarded donations totaling $75.00 from The Marcus Goldsmith family in Memory of Bruce Edward Urbschat; and

WHEREAS, the funds provided by the donor were designated for the Springfield City Library Donation Fund; 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:

Springfield City Library Donation - $75.00

MEMO FROM. . .

To: Springfield City Library

Please accept this donation in:

☑ Memory of: Bruce Urbschat

☐ Honor of: _____

☐ Other: _____

From: The Marcus Goldsmith Family
Ann + Ben and Sergeant Jon

Please notify the family at: Nancy Urbschat
930 S. 8th St
Philadelphia PA
19147-3943

Thank you,

MARCUS PRINTING CO.
750 Main Street • Holyoke, MA 01040
Phone (413) 534-3303 Fax (413) 536-0901

Attachment: Libraries Donation $75_Redacted (8201 : Springfield City Library Donation - $75.00)

MARCUS COMPANY, INC.
MARCUS PRINTING • MARCUS METCALF
MONARCH ACCOUNTING
750 MAIN STREET • HOLYOKE, MA 01040 • 413-534-3303

PEOPLESBANK
330 WHITNEY AVE
HOLYOKE, MA 01040
53-7177/2118

06/28/2024

PAY TO THE ORDER OF Springfield City Library

$ **75.00

Seventy-five and 00/100********** DOLLARS

Springfield City Library
220 State Street
Springfield, MA 01103

MEMO

AUTHORIZED SIGNATURE

[redacted]

MARCUS COMPANY, INC. 00168

06/28/2024	**Springfield City Library**	
	In Memory of Bruce Edward Urbschat	75.00

Attachment: Libraries Donation $75_Redacted (8201 : Springfield City Library Donation - $75.00)

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Madison Woodard
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8219

PEG Access and Cable Related Fund FY25 Q1 Franchise Fee Payment - $145,829.18 (Mayor Sarno)

WHEREAS, the City of Springfield ("City") received $145,829.18 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 $145,829.18 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-PEG25: $145,829.18

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8217

Police Department - 5 Year Motorola Lease (Contract Amendment) (Mayor Sarno)

WHEREAS, Massachusetts General Laws chapter 30B, section 12(b) provides that the Chief Procurement Officer may not award a contract for more than three (3) years without a majority vote of the governmental body; and

WHEREAS, the City of Springfield's Police Department, ("City") has consolidated its various crime tracking software systems to allow for the concurrent viewing of numerous information sources in a more efficient manner which provides the Department with greater intelligence to make more informed public safety decisions.

WHEREAS, the City Council unanimously approved the above referenced five-year contract on October 19, 2015. Due to numerous issues extending beyond the Police Department’s control, however, the project was significantly delayed causing the final payment of $200,056.40 to be withheld until satisfactory completion of said project. As such, the contract must be amended which requires a second approval by the City Council.

WHEREAS, the City, with approval from the Chief Procurement Officer, now wishes to amend a leasing agreement for an Intelligence-Led Public Safety platform to State contracted, Motorola Solutions, Inc., for a term of five (5) years and a cost of $1,000,282.

NOW THEREFORE BE IT ORDERED, pursuant to Mass. Gen. Laws Ch. 30B, section 12(b), that the City Council approves the amendment of a contract for lease of an Intelligence-Led Public Safety platform for five (5) years.

★RUSH★

5

Lease Contract # 20160675

City of Springfield Lease Contract Tracer Log

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt on this Tracer form. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Office of Procurement			RW	12/14/15
Police Department	JAA	12-15-15	JAA	12-17-15
City Comptroller	PSB	12-15-15	PSB	12-17-15
Law	KPB	12/18/15	KPB	12/21/15
CAFO	HLP	12/21/15	HLP	12/21/15
Mayor	JCJ	12/21/15	JCJ	12/21/15
Office of Procurement				
City Clerk	WL	12/22/15		

Vendor No.: 64477 Lease Contract Amt.: $1,000,282.00 Lease Issue Date.: 12/31/2015

Org/Object Code 1: 34162100-582050 $200,056.40 (First Year)
Org/Object Code 2:
Org/Object Code 3:

Bid #: 16-099 Requisition #: 1600812 Purchase Order #:

Vendor Name: MOTOROLA SOLUTIONS, INC.

Lease Contract Purpose: 5 year lease for radio equipment for the Springfield Police Dept.

Requesting Dept.: Police Department

Expiration Date: 12/30/2020

TYPE OF DOCUMENT (Please select at least one):

☒ New ☐ Amendment ☐ Extension ☐ Renewal

Attachment: Police Motorola Contract C#20160675 (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

Theo G. Theocles, Esq.
Deputy Procurement Officer
City of Springfield
Office of Procurement
36 Court Street – Room 307
Springfield, MA 01103

December 21, 2015

Motorola Solutions Credit Company LLC
Attn: Paul Mecaskey/9th Floor (SH5-B)
1303 E. Algonquin Road
Schaumberg, IL 60196

RE: City of Springfield Contract No. 20160675

Hello:

Attached please find a City Contract No. 20160675. These documents have been executed by the City, and will need to be signed by your firm in order to finalize the agreement. If you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,

Theo G. Theocles, Esq.
Deputy Procurement Officer
Enclosures

Attachment: Police Motorola Contract C#20160675 (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

LESSEE FACT SHEET

Please help Motorola Solutions Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address: CITY OF SPRINGFIELD, MA
   130 Pearl Street
   Springfield, MA 01105
   Attention: Accounts Payable
   Phone: 413.886-5007

2. Lessee County Location: Hampden County, Massachusetts

3. Federal Tax I.D. Number: 04-6001415

4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____

5. Equipment description that you would like to appear on your invoicing:
   Commandcentral Aware and Digital Radio Upgrade

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address: Jenn Winkler
   Springfield Police Department
   130 Pearl Street
   Springfield, MA 01105
   Phone: 413.886-5007
   Fax: _____

7. Payment remit to address:
   Motorola Solutions Credit Company LLC
   P.O. Box 71132
   Chicago IL 60694-1132

Thank you

Attachment: Police Motorola Contract C#20160675 (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 23807

LESSEE:

CITY OF SPRINGFIELD, MA
36 Court Street
Springfield, MA 01103

CERTIFIED TRUE, EXACT AND CORRECT COPY OF THE ORIGINAL
BY:
TITLE: Budget Director

LESSOR:

Motorola Solutions Inc.
1301 E. Algonquin Rd.
Schaumburg, IL 60196

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Schedule A now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than twenty (20) days after written notification of Lessee's failure to provide timely payment will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and pursue funds from which the Lease Payments may be made. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee.

Attachment: Police Motorola Contract C#20160675 (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees, to the extent not prohibited by law, that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

Attachment: Police Motorola Contract C#20160675 (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; or (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, title will immediately vest in Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee represents and warrants that it is a tax exempt municipal corporation of the Commonwealth of Massachusetts, and as such, is currently exempt from all local, state, and federal taxes. To the best of Lessee's knowledge, no additional taxes related to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment should apply. Notwithstanding the foregoing, should a change in tax law during the Lease Term create an assessment hereafter, Lessee shall pay the then applicable tax. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee will replace the same with like equipment in good repair.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

Attachment: Police Motorola Contract C#20160675 (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

14. INDEMNIFICATION. This section is hereby deleted in its entirety.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. For the avoidance of doubt, no such assignment shall restrict any rights Lessee may have and pursue against Lessor separate from this Lease under the Contract with respect to the Equipment. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such

Attachment: Police Motorola Contract C#20160675 (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

18.1 PARTIAL PAYMENT/PURCHASE OPTION – GRANT FUNDING. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than $15,000.00 SO LONG AS SUCH PAYMENT IS BEING MADE FROM A FEDERAL GRANT FUNDING AWARD and upon Lessor's request, Lessee will provide Lessor certification of such. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease subject to Lessor's rights pursuant to the other terms of this Lease.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

(SIGNATURE PAGE FOLLOWS)

Attachment: Police Motorola Contract C#20160675 (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 14 day of December, 2015.

LESSEE:

CITY OF SPRINGFIELD, MA

By: _____
John Barbieri
Police Commissioner
Date Signed: 12-14-15

Approved:
_____
Lauren Stabilo
Chief Procurement Officer
Date Signed 12-14-15

Approved as to Form:
_____
Deputy City Solicitor
Date Signed 12/18/15

Reviewed:
_____
Chief Administrative
and Financial Officer
Date Signed 12/21/15

LESSOR:

MOTOROLA SOLUTIONS INC.

By: _____

Title: AUTHORIZED SIGNATORY

PO 3411a2100-582050 $200,056.40
Approved as to Appropriation:
_____
Office of the City Comptroller
Date Signed 12/17/15

Approved:
_____
DOMENIC J. SARNO, Mayor
Date Signed 12/21/15

Attachment: Police Motorola Contract C#20160675 (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

Kathleen T. Breck
Deputy City Solicitor

Law Department
36 Court Street Room 210
Springfield, MA 01103
Office: (413) 787-6085
Direct Dial: (413) 787-6179
Fax: (413) 787-6173
Email: kbreck@springfieldcityhall.com

THE CITY OF SPRINGFIELD, MASSACHUSETTS

December 18, 2015

OPINION OF COUNSEL

Motorola Solutions, Inc.
Attn: Paul Mecaskey, Customer Financing Department
1303 E. Algonquin Rd / 7th floor
Schaumburg, IL 60196

RE: City of Springfield Tax Exempt Lease Purchase Bid dated November 13, 2015

Dear Mr. Mecaskey;

With respect to that certain Equipment Lease-Purchase Agreement # 23807 dated December 14, 2015, by and between Motorola Solutions Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.

Sincerely,

Kathleen T. Breck
Deputy City Solicitor
Attorney for **CITY OF SPRINGFIELD, MA**

Attachment: Police Motorola Contract C#20160675 (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A Lease Number: **23807**

This Equipment Schedule dated as of 12/14/15 is being executed by MOTOROLA SOLUTIONS INC. ("Lessor") and **CITY OF SPRINGFIELD, MA** (Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **23807** dated as of 12/14/15 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location: MA	

Initial Term: ~ 49 Months

Commencement Date: **12/15/2015**
First Payment Due Date: **1/15/2016**

Five (5) consecutive annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of $0.00, payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

LESSEE:

CITY OF SPRINGFIELD, MA

By: John L. Barbieri

Title: Police Commissioner

LESSOR:

Motorola Solutions Inc.

By: David K Hunter

Title: Authorized Signatory

Attachment: Police Motorola Contract C#20160675 (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

SUB SYS	BLOCK	LIM	OI	APC	QTY	NOMENCLATURE	DESCRIPTION
							Police Dispatch (Base Radio Site)
							Reciever CH 8
Police Dispatch	Channel 8 Rx	1	-	112	1	T7540	GPW 8000 RECEIVER
Police Dispatch	Channel 8 Rx	1	a	112	1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
Police Dispatch	Channel 8 Rx	1	b	112	1	X640AN	ADD: UHF R2 (435-524 MHZ)
Police Dispatch	Channel 8 Rx	1	c	112	1	X265AY	ADD: NARROW PRESELECTOR 435- 470 MHZ
Police Dispatch	Channel 8 Rx	1	d	595	1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
Police Dispatch	Channel 8 Rx	1	e	112	1	X153AW	ADD: RACK MOUNT HARDWARE
							Base Radio CH 9
Police Dispatch	Channel 9 BR	2	-	112	1	T7039	GTR 8000 Base Radio
Police Dispatch	Channel 9 BR	2	a	112	1	X640AL	ADD: UHF R2 (435-524 MHZ)
Police Dispatch	Channel 9 BR	2	b	595	1	CA01948AA	ADD: CONVENTIONAL SOFTWARE
Police Dispatch	Channel 9 BR	2	c	595	1	CA01505AA	ADD: ASTRO 25 CONVENTIONAL VOTING SOFT
Police Dispatch	Channel 9 BR	2	d	112	1	X153AW	ADD: RACK MOUNT HARDWARE
Police Dispatch	Channel 9 BR	2	e	595	1	CA01954AA	ADD: WILDCARD W/GPIO
Police Dispatch	Channel 9 BR	2	f	112	1	X182BZ	ADD: DUPLEXER, UHF
Police Dispatch	Channel 9 BR	2	g	112	1	X265AP	ADD: BR PRESELECTOR 380-512 MHZ
Police Dispatch	Channel 9 BR	2	h	112	1	X676BG	UHF EXTERNAL DUAL CIRCULATOR (435-494 MHZ)
							Coaxial Cable and Connectors
Police Dispatch	Transmission	3	-	351	75	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
Police Dispatch	Transmission	4	-	351	6	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
							Reciever CH 11
Police Dispatch	Channel 11 RX	5	-	112	1	T7540	GPW 8000 RECEIVER
Police Dispatch	Channel 11 RX	5	a	112	1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
Police Dispatch	Channel 11 RX	5	b	112	1	X640AN	ADD: UHF R2 (435-524 MHZ)
Police Dispatch	Channel 11 RX	5	c	112	1	X265AY	ADD: NARROW PRESELECTOR 435- 470 MHZ
Police Dispatch	Channel 11 RX	5	d	595	1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
Police Dispatch	Channel 11 RX	5	e	112	1	X153AW	ADD: RACK MOUNT HARDWARE
							Comparator CH 11
Police Dispatch	Channel 11Comp	6	-	112	1	T7321	GCM 8000 COMPARATOR
Police Dispatch	Channel 11Comp	6	a	112	1	CA01183AA	ADD: GCM 8000 COMPARATOR
Police Dispatch	Channel 11Comp	6	b	595	1	CA01484AC	ADD: ASTRO 25 CONVENTIONAL SOFTWARE
Police Dispatch	Channel 11Comp	6	c	595	1	CA01505AC	ADD: ADD: ASTRO 25 CONV VOTING SW
Police Dispatch	Channel 11Comp	6	d	112	1	X153AW	ADD: RACK MOUNT HARDWARE
							Analog Logging of Digital Channel

Equipment List (1 of 10)

Police Dispatch	Consolette	7	-	761	3	L30SSS9PW1 N	APX7500 SINGLE BAND UHF R2 MP
Police Dispatch	Consolette	7	a	656	3	G806	ENH: ASTRO DIGITAL CAI OP APX
Police Dispatch	Consolette	7	b	656	3	G48	ENH: CONVENTIONAL OPERATION
Police Dispatch	Consolette	7	c	761	3	GA00469	ENH: EXTENDED DISPATCH APX CONSOLETTE
Police Dispatch	Consolette	7	d	761	3	L998	ADD: LIMITED FRONT PANEL W/CLOCK/VU
Police Dispatch	Consolette	7	e	656	3	G90	ADD: NO MICROPHONE NEEDED
Police Dispatch	Consolette	7	f	761	3	CA01598	ADD: AC LINE CORD US
Police Dispatch	Consolette	7	g	185	3	GA00232	ENH: 3 YR REPAIR SERVICE ADVANTAGE
Police Dispatch	Consolette	8	-	761	3	HKN6233C	APX CONSOLETTE RACK MOUNT KIT
							Control Station Combiner
Police Dispatch	Combiner	9	-	351	1	DSCS45520805SN	HYBRID CONTROL STATION COMBINER, 450-520 MHZ 8 CH.
Police Dispatch	Combiner	59	-	351	125	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
Police Dispatch	Combiner	65	-	351	5	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
Police Dispatch	Combiner	79	-	351	4	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
							Surge Protection
Police Dispatch	Surge	80	-	207	2	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION
Police Dispatch	Surge	81	-	207	2	DS1101378	RACK MT ADAPTER PLATE, 19 IN FOR DSOP820B, DSOP820B2 & DSNSOP820B
Police Dispatch	Surge	72	-	207	1	DSCP2278	SPD, RJ-11 CONNECTED FOR DIAL-UP, POTS, FAX, MODEM LINES
							V.24 Modems
Police Dispatch	Modem	73	-	207	1	DSTEL6209548200010	ANALOG MODEM V3600 110 120VAC SA UI
Police Dispatch	Modem	74	-	708	1	TDN8533	RACK MOUNT SHELF 19 INCH
							Coaxial Cable and Connectors
Police Dispatch	Transmission	10	-	351	90	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
Police Dispatch	Transmission	11	-	351	12	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
							MCN Server Upgrade and Expansion
Police Dispatch	CTI Display	68	-	229	1	DDN1288	MCN SERVER 8000 SW LIC OPT FOR 4 ADD'L MOTOROLA GCM 8000 OR MLC 8000
Police Dispatch	CTI Display	69	-	229	1	DDN1292	MCN SERVER 8000 & CLIENT SOFTWARE MAJOR LEVEL 1 UPGRADE
							END PDHQ
							Roosevelt Tower
							Base Radio CH 8
Roosevelt Tower	Channel 8 BR	13	-	112	1	T7039	GTR 8000 Base Radio
Roosevelt Tower	Channel 8 BR	13	a	112	1	X640AL	ADD: UHF R2 (435-524 MHZ)
Roosevelt Tower	Channel 8 BR	13	b	595	1	CA01948AA	ADD: CONVENTIONAL SOFTWARE
Roosevelt Tower	Channel 8 BR	13	c	595	1	CA01505AA	ADD: ASTRO 25 CONVENTIONAL VOTING SOFT
Roosevelt Tower	Channel 8 BR	13	d	112	1	X153AW	ADD: RACK MOUNT HARDWARE
Roosevelt Tower	Channel 8 BR	13	e	595	1	CA01954AA	ADD: WILDCARD W/GPIO

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Roosevelt Tower	Channel 8 BR	13	g	112	1	X265AP	ADD: BR PRESELECTOR 380-512 MHZ
Roosevelt Tower	Channel 8 BR	13	h	112	1	X676BG	UHF EXTERNAL DUAL CIRCULATOR (435-494 MHZ)
Roosevelt Tower	Channel 8 BR	13	i	112	1	CA01400AA	ADD: POWER CABLE, DC
							IP Comparator(for Channel 8&1)
Roosevelt Tower	Channel 1Comp	14	-	112	1	T7321	GCM 8000 COMPARATOR
Roosevelt Tower	Channel 1Comp	14	a	112	2	CA01183AA	ADD: GCM 8000 COMPARATOR
Roosevelt Tower	Channel 1Comp	14	b	595	2	CA01484AC	ADD: ASTRO 25 CONVENTIONAL SOFTWARE
Roosevelt Tower	Channel 1Comp	14	c	595	2	CA01505AC	ADD: ADD: ASTRO 25 CONV VOTING SW
Roosevelt Tower	Channel 1Comp	14	d	112	1	X153AW	ADD: RACK MOUNT HARDWARE
							Reciever CH 9
Roosevelt Tower	Channel9 Recvr	15	-	112	1	T7540	GPW 8000 RECEIVER
Roosevelt Tower	Channel9 Recvr	15	a	112	1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
Roosevelt Tower	Channel9 Recvr	15	b	112	1	X640AN	ADD: UHF R2 (435-524 MHZ)
Roosevelt Tower	Channel9 Recvr	15	c	112	1	X265AY	ADD: NARROW PRESELECTOR 470-512 MHZ
Roosevelt Tower	Channel9 Recvr	15	d	595	1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
Roosevelt Tower	Channel9 Recvr	15	e	112	1	X153AW	ADD: RACK MOUNT HARDWARE
							Power
Roosevelt Tower	UPS	16	-	207	2	DSGXTR18001020	UPS, GXT RACKMOUNT 2KVA/1.8KW, 120/120V, 20 MIN RUNTIME
Roosevelt Tower	RACK	17	-	509	1	TRN7343	SEVEN AND A HALF FOOT RACK
Roosevelt Tower	BatteryString (Ch 8 & 11)	18	-	207	1	DSWL4GM40	40 AH 48 VC BATTERY STRING
Roosevelt Tower	BatteryString (Ch 8 & 11)	83	-	207	1	DSP3RRBA03A	BATTERY TRAY, 19 IN W X 19 IN D
							Base Radio PD CH 11
Roosevelt Tower	Channel 11 BR	19	-	112	1	T7039	GTR 8000 Base Radio
Roosevelt Tower	Channel 11 BR	19	a	112	1	X640AL	ADD: UHF R2 (435-524 MHZ)
Roosevelt Tower	Channel 11 BR	19	b	595	1	CA01948AA	ADD: CONVENTIONAL SOFTWARE
Roosevelt Tower	Channel 11 BR	19	c	112	1	X153AW	ADD: RACK MOUNT HARDWARE
Roosevelt Tower	Channel 11 BR	19	d	595	1	CA01954AA	ADD: WILDCARD W/GPIO
Roosevelt Tower	Channel 11 BR	19	f	112	1	X265AP	ADD: BR PRESELECTOR 380-512 MHZ
Roosevelt Tower	Channel 11 BR	19	g	112	1	X676BG	UHF EXTERNAL DUAL CIRCULATOR (435-494 MHZ)
Roosevelt Tower	Channel 11 BR	19	h	112	1	CA01400AA	ADD: POWER CABLE, DC
Roosevelt Tower	BatteryString	20	-	207	1	DSWL4GM40	40 AH 48 VC BATTERY STRING
Roosevelt Tower	BatteryString	84	-	207	1	DSP3RRBA03A	BATTERY TRAY, 19 IN W X 19 IN D
Roosevelt Tower	Duplexer 8 & 11	55	-	351	1	DS26700102	DUPLEXER SYSTEM, TWO CH, 456-469MHZ RX, 451-464MHZ TX, W/ ISOLATORS
							Surge Protection
Roosevelt Tower	Surge	75	-	207	5	DSCP2278	SPD, RJ-11 CONNECTED FOR DIAL-UP, POTS, FAX, MODEM LINES

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							V.24 Modems
Roosevelt Tower	Modem	76	-	207	5	DSTEL6209548200010	ANALOG MODEM V3600 110 120VAC SA UI
Roosevelt Tower	Modem	77	-	708	3	TDN8533	RACK MOUNT SHELF 19 INCH
							Coaxial Cable and Connectors
Roosevelt Tower	Transmission	21	-	351	150	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
Roosevelt Tower	Transmission	22	-	351	12	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
							Analog Gateway Unit
Roosevelt Tower	MLC AGU	78	-	112	4	F2979	MLC 8000
Roosevelt Tower	MLC AGU	78	a	112	4	VA00786AA	ADD: GCM 8000 SIMULCAST VOTING V.24 BASE RADIO AND RECEIVER GATEWAY
Roosevelt Tower	MLC AGU	78	b	112	4	VA00012AA	ADD: 120/240VAC TO +12VDC POWER ADAPTER
Roosevelt Tower	MLC AGU	78	c	112	4	VA00011AA	19INCH RACK MOUNT HARDWARE KIT CABINET OR RACK
							END ROOSEVELT
							Cadwell Dr (receive-only site)
							Receiver PD CH 8, 9 & 11
Cadwell Dr	Channel 8&9 Rx	23	-	112	1	T7540	GPW 8000 RECEIVER
Cadwell Dr	Channel 8&9 Rx	23	a	112	1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
Cadwell Dr	Channel 8&9 Rx	23	b	112	1	X640AN	ADD: UHF R2 (435-524 MHZ)
Cadwell Dr	Channel 8&9 Rx	23	c	112	1	X265AY	ADD: NARROW PRESELECTOR 435- 470 MHZ
Cadwell Dr	Channel 8&9 Rx	23	d	595	1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
Cadwell Dr	Channel 8&9 Rx	23	e	112	1	X153AW	ADD: RACK MOUNT HARDWARE
Cadwell Dr	Channel 8&9 Rx	24	-	112	1	T7540	GPW 8000 RECEIVER
Cadwell Dr	Channel 8&9 Rx	24	a	112	1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
Cadwell Dr	Channel 8&9 Rx	24	b	112	1	X640AN	ADD: UHF R2 (435-524 MHZ)
Cadwell Dr	Channel 8&9 Rx	24	c	112	1	X265AY	ADD: NARROW PRESELECTOR 435- 470 MHZ
Cadwell Dr	Channel 8&9 Rx	24	d	595	1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
Cadwell Dr	Channel 8&9 Rx	24	e	112	1	X153AW	ADD: RACK MOUNT HARDWARE
Cadwell Dr	Channel 11 Rx	25	-	112	1	T7540	GPW 8000 RECEIVER
Cadwell Dr	Channel 11 Rx	25	a	112	1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
Cadwell Dr	Channel 11 Rx	25	b	112	1	X640AN	ADD: UHF R2 (435-524 MHZ)
Cadwell Dr	Channel 11 Rx	25	c	112	1	X265AY	ADD: NARROW PRESELECTOR 435- 470 MHZ
Cadwell Dr	Channel 11 Rx	25	d	595	1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
Cadwell Dr	Channel 11 Rx	25	e	112	1	X153AW	ADD: RACK MOUNT HARDWARE
							Receiver Multicoupler
Cadwell Dr	RxMultiCoupler	53	-	351	1	TDE6900	RECEIVER MULTICOUPLER 8 UHF CHANNEL
							Surge Protection
Cadwell Dr	Surge Protector	26	-	207	3	DSCP2278	SPD, RJ-11 CONNECTED FOR DIAL-UP, POTS, FAX, MODEM LINES

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							V.24 Modems
Cadwell Dr	Modem	27	-	207	3	DSTEL6209548200010	ANALOG MODEM V3600 110 120VAC SA UI
Cadwell Dr	Modem	28	-	708	2	TDN8533	RACK MOUNT SHELF 19 INCH
							Coaxial Cable and Connectors
Cadwell Dr	Transmission	29	-	351	140	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
Cadwell Dr	Transmission	30	-	351	7	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
							END CADWELL
							TowerSquare
							Base Radio PD CH 11
TowerSquare	Channel 11 BR	31	-	112	1	T7039	GTR 8000 Base Radio
TowerSquare	Channel 11 BR	31	a	112	1	X640AL	ADD: UHF R2 (435-524 MHZ)
TowerSquare	Channel 11 BR	31	b	595	1	CA01948AA	ADD: CONVENTIONAL SOFTWARE
TowerSquare	Channel 11 BR	31	c	112	1	X153AW	ADD: RACK MOUNT HARDWARE
TowerSquare	Channel 11 BR	31	d	595	1	CA01954AA	ADD: WILDCARD W/GPIO
TowerSquare	Channel 11 BR	31	e	112	1	X182BZ	ADD: DUPLEXER, UHF
TowerSquare	Channel 11 BR	31	f	112	1	X265AP	ADD: BR PRESELECTOR 380-512 MHZ
TowerSquare	Channel 11 BR	31	g	112	1	X676BG	UHF EXTERNAL DUAL CIRCULATOR (435-494 MHZ)
TowerSquare	Channel 11 BR	31	h	112	1	CA01400AA	ADD: POWER CABLE, DC
							Power
TowerSquare	BatteryString	32	-	207	1	DSWL4GM40	40 AH 48 VC BATTERY STRING
TowerSquare	BatteryString	82	-	207	5	DSP3RRBA03A	BATTERY TRAY, 19 IN W X 19 IN D
							Coaxial Cable and Connectors
TowerSquare	Transmission	33	-	351	45	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
TowerSquare	Transmission	34	-	351	2	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
TowerSquare	ESS FRU	12	-	112	1	DLN6828A	FRU: 43RU SCHROFF GTR ESS CABINET
TowerSquare	RACK	70	-	509	1	TRN7343	SEVEN AND A HALF FOOT RACK
							END TOWER SQUARE
							Station 10 (Channel 11)
							Receiver PD CH 11
Station10	Channel 11 Rx	35	-	112	1	T7540	GPW 8000 RECEIVER
Station10	Channel 11 Rx	35	a	112	1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
Station10	Channel 11 Rx	35	b	112	1	X640AN	ADD: UHF R2 (435-524 MHZ)
Station10	Channel 11 Rx	35	c	112	1	X265AY	ADD: NARROW PRESELECTOR 435- 470 MHZ
Station10	Channel 11 Rx	35	d	595	1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
Station10	Channel 11 Rx	35	e	112	1	X153AW	ADD: RACK MOUNT HARDWARE
Station10	RxMultiCoupler	54	-	351	1	TDE6900	RECEIVER MULTICOUPLER 8 UHF CHANNEL
							Surge Protection

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Station10	Surge Protector	36	-	207	1	DSCP2278	SPD, RJ-11 CONNECTED FOR DIAL-UP, POTS, FAX, MODEM LINES
							V.24 Modems
Station10	Modem	37	-	207	1	DSTEL6209548200010	ANALOG MODEM V3600 110 120VAC SA UI
Station10	Modem	38	-	708	0	TDN8533	Existing Shelf will be used
							Coaxial Cable and Connectors
Station10	Transmission	39	-	351	140	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
Station10	Transmission	40	-	351	7	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
							END STATION 10
							Kiley School (Channel 11)
							Receiver PD CH 11
Kiley School	Channel 11 Rx	41	-	112	1	T7540	GPW 8000 RECEIVER
Kiley School	Channel 11 Rx	41	a	112	1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
Kiley School	Channel 11 Rx	41	b	112	1	X640AN	ADD: UHF R2 (435-524 MHZ)
Kiley School	Channel 11 Rx	41	c	112	1	X265AY	ADD: NARROW PRESELECTOR 435- 470 MHZ
Kiley School	Channel 11 Rx	41	d	595	1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
Kiley School	Channel 11 Rx	41	e	112	1	X153AW	ADD: RACK MOUNT HARDWARE
							Surge Protection
Kiley School	Surge Protector	42	-	207	1	DSCP2278	SPD, RJ-11 CONNECTED FOR DIAL-UP, POTS, FAX, MODEM LINES
							V.24 Modems
Kiley School	Modem	43	-	207	1	DSTEL6209548200010	ANALOG MODEM V3600 110 120VAC SA UI
Kiley School	Modem	44	-	708	0	TDN8533	Existing Shelf will be used
							Coaxial Cable and Connectors
Kiley School	Transmission	45	-	351	30	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
Kiley School	Transmission	46	-	351	2	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
							END KILEY SCHOOL
							Station3 (Channel 11)
							Receiver PD CH 11
Station3	Channel 11 Rx	47	-	112	1	T7540	GPW 8000 RECEIVER
Station3	Channel 11 Rx	47	a	112	1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
Station3	Channel 11 Rx	47	b	112	1	X640AN	ADD: UHF R2 (435-524 MHZ)
Station3	Channel 11 Rx	47	c	112	1	X265AY	ADD: NARROW PRESELECTOR 435- 470 MHZ
Station3	Channel 11 Rx	47	d	595	1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
Station3	Channel 11 Rx	47	e	112	1	X153AW	ADD: RACK MOUNT HARDWARE
							Surge Protection
Station3	Surge Protector	48	-	207	1	DSCP2278	SPD, RJ-11 CONNECTED FOR DIAL-UP, POTS, FAX, MODEM LINES

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							V 24 Modems
Station3	Modem	49	-	207	1	DSTEL6209548200010	ANALOG MODEM V3600 110 120VAC SA UI
Station3	Modem	50	-	708	0	TDN8533	Existing Shelf will be used
							Coaxial Cable and Connectors
Station3	Transmission	51	-	351	30	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
Station3	Transmission	52	-	351	2	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
							END STATION 3
							System Spares
SPARES	SPARES	56	-	112	2	DLN6896	FRU: PA UHF R2
SPARES	SPARES	57	-	112	2	DLN6781	FRU POWER SUPPLY
SPARES	SPARES	58	-	112	2	DLN6898	FRU: FAN MODULE
SPARES	SPARES	60	-	112	2	DLN6886	FRU: XCVR UHF R2 V2 W/OPTION CARD
SPARES	SPARES	61	-	729	2	DLN6455	CONFIGURATION/SERVICE SOFTWARE
SPARES	SPARES	62	-	112	1	DLN6569	FRU: GCP 8000/GCM 8000
SPARES	SPARES	63	-	112	1	DLN6898	FRU: FAN MODULE
SPARES	SPARES	64	-	112	1	DLN6781	FRU POWER SUPPLY
SPARES	SPARES	66	-	207	2	DSTEL6209548200010	ANALOG MODEM V3600 110 120VAC SA UI
SPARES	SPARES	67	-	207	4	DSCP2278	SPD, RJ-11 CONNECTED FOR DIAL-UP, POTS, FAX, MODEM LINES
SPARES	SPARES	71	-	112	1	FLN0001	FRU KIT, MLC8000
							END SYSTEM SPARES
							Subscriber Flash Upgrades & Engrytption
							XTS 5000 MULTIKEY
XTS 5000	NARCOTICS	1	-	430	1	T6747	DIGITAL CONVENTIONAL
XTS 5000	NARCOTICS	1	a	430	6	H869BN	ADD: MULTIKEY
							XTS 5000 MULTIKEY
XTS 5000	NARCOTICS	2	-	430	1	T6747	DIGITAL CONVENTIONAL
XTS 5000	NARCOTICS	2	a	430	3	H869BN	ADD: MULTIKEY
							XTS 2500 MULTIKEY
XTS 2500	NARCOTICS	3	-	430	1	T6993	PROJECT 25 CONVENTIONAL XTS 2500
XTS 2500	NARCOTICS	3	a	430	40	H869BT	ADD: MULTIKEY
							XTL 2500 MULTIKEY
XTL2500	NARCOTICS	4	-	430	1	T7245	DIGITAL CONVENTIONAL PACKAGE
XTL2500	NARCOTICS	4	a	412	1	W969	ADD: MULTIKEY
							KVL 3000 - ADP ENCRYPTION FOR NARCOTICS PORTABLES
KVL3000PLUS	NARCOTICS	5	-	462	1	T6757	KVL3000PLUS FLASHPORT UPGRADE

KVL3000PLUS	NARCOTICS	5	a	462	35	CA00244AA	ADD: ADP ENCRYPTION
							KVL 3000 - ADP ENCRYPTION FOR NARCOTICS PORTABLES
KVL3000PLUS	NARCOTICS	6	-	462	1	T6757	KVL3000PLUS FLASHPORT UPGRADE
KVL3000PLUS	NARCOTICS	6	a	462	35	CA00244AA	ADD: ADP ENCRYPTION
							XTS 1500 MODEL 1 ADP ENCRYPTION
XTS 1500	PATROL	7	-	430	1	T7018	DIGITAL P25 CONVENTIONAL XTS 1500
XTS 1500	PATROL	7	a	430	141	Q667AF	ENH: ADP PRIVACY
							XTS 1500 MODEL 1.5 ADP ENCRYPTION
XTS 1500	PATROL	8	-	430	1	T7018	DIGITAL P25 CONVENTIONAL XTS 1500
XTS 1500	PATROL	8	a	430	328	Q667AF	ENH: ADP PRIVACY
							XTL 2500 MODEL ADP ENCRYPTION
XTL 2500	PATROL	9	-	430	1	T7245	DIGITAL CONVENTIONAL PACKAGE
XTL 2500	PATROL	9	a	430	71	G193AF	ADD: ADP SW DSP BASED CRYPTO
							END SUBSCRIBERS

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LIM	O	QTY	NOMENCLATURE	DESCRIPTION
				COMMANDCENTRAL HARDWARE/SOFTWARE
1	-	1	T8264	RIC/IPLS APPLICATION SOFTWARE
2	-	1	SQM01SUM0287	RIC/RTVI/CSDP HW & SW VM
3	-	2	CA02545AA	ADD: RIC EVENT/INCIDENT/AVL SOURCE INTERFACE
4	-	2	DQHPZ620RICWS	RIC Z620 WORKSTATION E5-2690
5	-	6	DSHPZ27IMON	HP Z27I IPS MONITOR
				COMMANDCENTRAL SOCIAL
6	-	1	SDO-500-SS	COMMAND CENTRAL SOCIAL 1YR SUBSCRIPTION
				PROXY SERVER & FIREWALL
7	-	1	BVN6079	PRX 7000 Proxy Application SW DVD
8	-	1	HKVN4161A	PRX 7000 Proxy SW License (1-10 CONNECTIONS)
9	-	1	T8126	FORTINET FIREWALL APPLIANCE
10	-	1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)
11	-	1	DSRM114R2	HEAVY DUTY EQUIPMENT SHELF
				MCC 7100 WORKSTATION
12	-	2	T7885	MCAFEE WINDOWS AV CLIENT
13	-	2	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
				MCC 7100 SOFTWARE & PERIPHERALS
14	-	1	B1940	MCC 7100 DVD
15	-	2	B1939	MCC 7100 IP Dispatch Position Main Model
15	a	2	CA01642AB	ADD: MCC 7100 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
15	b	2	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
15	c	2	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION
15	d	2	CA02180AA	ADD: MCC 7100 SECURE OPERATION
15	e	2	CA02092AA	ADD: SOFTWARE AES, DES-OFB, ADP ENCRYPT KEY FILE MGMT
16	-	2	HKVN4159A	10 CHANNEL SW LICENSE
17	-	2	HKVN4225A	MCC 7100 INSTANT RECALL RECORDER LICENSE
18	-	2	DDN1391	MUSIK USB SPEAKERS (SET OF 2) PALO ALTO
19	-	2	B1941	USB AUDIO INTERFACE MODULE
20	-	2	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
21	-	2	B1913	MCC SERIES HEADSET JACK
22	-	2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
				BRIEFCAM SOFTWARE
23	-	1	DSBCSYNDEXEPPBASE	BASE SITE LICENSE, 100 CHANNELS, 2 CONCURRENT CLIENTS
24	-	1	DSBCSYNDEXEPPCL2	CONCURRENT CLIENT LICENSE
25	-	1	DSBCSYNDEXEPPIND	BRIEFCAM SYNDEX EP+ PLUG IN FOR EXACQ VMS
26	-	1	DSBCSYNBMAUEPPBASE	SW MAINTENANCE & UPGRADES FOR EP + BASE
27	-	1	DSBCSYNBMAUEPPCH	SW MAINTENANCE & UPGRADES FOR EP + CHANNELS
28	-	4	DSBCSYNBSYNPSOS	PROFESSIONAL SERVICES - ONSITE
				BRIEFCAM HARDWARE
29	-	1	DSHP665553B21	HP DL380p Gen8 8-LFF CTO Server

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29	a	1	DSHP662246L21	HP DL380p Gen8 E5-2640 FIO Kit
29	b	1	DSHP662246B21	HP DL380p Gen8 E5-2640 Kit
29	c	2	DSHP690802B21	HP 8GB 2Rx4 PC3-12800R-11 Kit
29	d	1	DSHP652235B21	HP 12.7mm SATA DVD RW Jb Kit
29	e	1	DSHP684208B21	HP Ethernet 1GbE 4P 331FLR FIO Adptr
29	f	1	DSHP631679B21	HP 1GB FBWC for P-Series Smart Array
29	g	1	DSHP663480B21	HP 2U LFF BB Gen8 Rail Kit with CMA
29	h	2	DSHP656363B21	HP 750W CS Plat PL Ht Plg Pwr Supply Kit
29	i	1	DSHP339779B21	HP Raid 5 Drive 1 FIO Setting
29	j	1	DSHP589248B21	MS WS08 R2 STD Ed FIO E F I G S SW
29	k	1	DSHP512485B21	HP iLO Adv 1-Svr incl 1yr TS&U SW
29	l	1	DSHPOPT7G3	HP Proliant DL38x(p) HW Support
29	m	1	DSHPAJ940A	HP D2600 Disk Enclosure
29	n	1	DSHPOPT14C	D2000 Disk Enclosure JW Supp
29	o	1	DSHP615418B21	HP Smart Array P822/2GB FBWC Controller DSHPP822GCONT
29	p	1	DSHP672631B21	HP 16GB 2Rx4 PC3-12800R-11 Kit DSHP16GBPC3MEM
29	q	2	DSHP625031B21	HP 3TB SAS 7.2K 3.5in DP MDL HDD DSHP3TBHDD
29	r	1	DSHP658071B21	HP 500GB 6G SATA 7.2k 3.5in SC MDL HDD

Attachment: Police Motorola Contract C#20160675 (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

Schedule B (#23807) / CITY OF SPRINGFIELD, MA

Compound Period:			Annual			
Nominal Annual Rate:			0.000%			
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
1	Loan	12/15/2015	1,000,282.00	1		
2	Payment	1/15/2016	200,056.40	5	Annual	1/15/2020

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	12/15/2015				1,000,282.00
1	1/15/2016	200,056.40	0.00	200,056.40	800,225.60
2	1/15/2017	200,056.40	0.00	200,056.40	600,169.20
3	1/15/2018	200,056.40	0.00	200,056.40	400,112.80
4	1/15/2019	200,056.40	0.00	200,056.40	200,056.40
5	1/15/2020	200,056.40	0.00	200,056.40	0.00
Grand Totals		1,000,282.00	0.00	1,000,282.00	

INITIAL INSURANCE REQUIREMENT: $1,000,282.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

LESSEE:

CITY OF SPRINGFIELD, MA

By: John R. Barbin

Title: Police Commissioner

Date: 12.14.15

LESSOR:

Motorola Solutions Inc.

By: David K. Shipley

Title: Authorized Signatory

Date: 12/29/15

Attachment: Police Motorola Contract C#20160675 (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

CERTIFICATE OF INCUMBENCY

I, Wayman Lee do hereby certify that I am the duly elected or
(Signature of Secretary/Clerk)

appointed and acting Secretary or Clerk of the **CITY OF SPRINGFIELD, MA,** an entity duly organized and existing under the laws of the **State of Massachusetts** that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding offices set forth opposite of their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **23807** dated 12/14/15, and Schedule A number **23807** dated 12/14/15, between **CITY OF SPRINGFIELD, MA** and Motorola Solutions Inc.

Name	Title	Signature
John Barbieri	Police Commissioner	John R Barbieri

(Individual who signed Lease documents should be listed here and sign where applicable)

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of **CITY OF SPRINGFIELD, MA,** hereto this 21st day of December, 2015.

By: W Lee, City Clerk
(Signature of Secretary/Clerk)

SEAL

Attachment: Police Motorola Contract C#20160675 (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

Kathleen T. Breck
Deputy City Solicitor

Law Department
36 Court Street Room 210
Springfield, MA 01103
Office: (413) 787-6085
Direct Dial: (413) 787-6179
Fax: (413) 787-6173
Email: kbreck@springfieldcityhall.com

THE CITY OF SPRINGFIELD, MASSACHUSETTS

December 18 2015

Motorola Solutions, Inc.
Attn: Paul Mecaskey, Customer Financing Department
1303 E. Algonquin Rd / 7th floor
Schaumburg, IL 60196

RE: City of Springfield Tax Exempt Lease Purchase Bid dated November 13, 2015

Dear Mr. Mecaskey:

I am writing on behalf of the City of Springfield, to confirm that the City of Springfield ("City") is a self-insured municipal corporation, including general liability (property damage and personal injury), and worker's compensation insurance. The City has assets with which to cover claims within its statutory limits, for personal injury and/or property damage which may be determined to be the City's responsibility under applicable law. This self-insured status extends to all departments of the City.

This letter is submitted in accordance with your company's bid response to the City's Invitation for Bid 16-099, entitled *Lease for Motorola Radios & Equipment for Springfield Police Department*, which your company proposed a financing bid dated November 13, 2015.

Please feel free to contact me at 413-787-6179 or by email at kbreck@springfieldcityhall.com, if you have any questions regarding this letter.

Sincerely,

Kathleen T. Breck
Deputy City Solicitor

Attachment: Police Motorola Contract C#20160675 (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS (#23807)

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, **please address the following questions** by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
To purchase the CommandCentral Aware public safety platform purchase including equipment, software and services, and will provide a digital upgrade of Channels 8, 9, and 11.

2. Why is the equipment essential to the operation of **CITY OF SPRINGFIELD, MA?** All equipment is necessary to run the new software.

3. Does the equipment replace existing equipment? No, it adds to the existing compliment

If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment? N/A

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

✓ General Fund
- Have dollars already been appropriated for the Lease Payment? **Yes** -or- No

- If yes, for what fiscal year(s) have appropriations been made? 2016

☐ Combination of Federal Grant funding supplemented by General Revenues

- What fiscal year(s) is expected to be funded via federal grants: _____

- What fiscal year(s) is expected to be funded via general revenues: _____

- Have these general revenues already been appropriated for the Lease Payment(s)? Yes -or- No

☐ Other (please describe): _____

Lessee: **CITY OF SPRINGFIELD, MA**

By: _____

Title: Police Commissioner

Date: 12.4.15

Attachment: Police Motorola Contract C#20160675 (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

***** Please complete or submit a copy of your official Resolution approving the acquisition AND the financing. ******

LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease Agreement) held on November 16, 2015 the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease Schedule A#23807 dated as of December 14, 2015, between **CITY OF SPRINGFIELD, MA** (Lessee) and Motorola Solutions Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease Agreement, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease Agreement by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Lease Agreement on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease Agreement.

Authorized Individual(s): John Barrett - Police Commissioner; Lawrence Sullivan; Patrick Burns; Kathleen Breck; Timothy J. Plante or designee; and Domenic J. Sarno.

Printed or typed name(s) and title(s) of Individual(s) authorized to execute the Lease Agreement.

3. **Adoption of Resolution.** The signatures below from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Signature: _____ **Attested By:** Wayman Lee

Name and Title : Wayman Lee, City Clerk **Name and Title:** City Clerk

Attachment: Police Motorola Contract C#20160675 (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

Form **8038-G** (Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ▶ ☐

1 Issuer's name
City of Springfield, MA

2 Issuer's employer identification number (EIN)
04-6001415

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)
Stephen Lonergan

3b Telephone number of other person shown on 3a
413-787-6135

4 Number and street (or P.O. box if mail is not delivered to street address)
36 Court Street

Room/suite

5 Report number (For IRS Use Only)
3

6 City, town, or post office, state, and ZIP code
Springfield, MA 01103

7 Date of issue
12/15/2015

8 Name of issue
Equipment Lease Purchase Agreement #23807

9 CUSIP number

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)
Theo Mendes, Deputy Procurement Officer

10b Telephone number of officer or other employee shown on 10a
413-784-4898

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14	950,768	00
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ▶	18		
19	If obligations are TANs or RANs, check only box 19a ▶ ☐ If obligations are BANs, check only box 19b ▶ ☐			
20	If obligations are in the form of a lease or installment sale, check box ▶ ☑			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	1/15/2020	$ 950,768.00	$ 1,000,282.00	4 years	2.492 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest		22	
23	Issue price of entire issue (enter amount from line 21, column (b))		23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)		29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Attachment: Police Motorola Contract C#20160675 (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:
b Enter the date of the master pool obligation ▶
c Enter the EIN of the issuer of the master pool obligation ▶
d Enter the name of the issuer of the master pool obligation ▶
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐
41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:
b Name of hedge provider ▶
c Type of hedge ▶
d Term of hedge ▶
42 If the issuer has superintegrated the hedge, check box ▶ ☐
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶
b Enter the date the official intent was adopted ▶

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

[signature] 12/14/15 THEO THEOCLES, DEPUTY PROCUREMENT OF

Signature of issuer's authorized representative | Date | Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

Attachment: Police Motorola Contract C#20160675 (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement Date: 12/14/15

Lease Schedule A Date: 12/14/15

Equipment Lease Purchase Agreement No.: 23807 Lease Schedule A No. : 23807

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 23807 dated 12/14/15. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF SPRINGFIELD, MA

By: __to be completed after delivery___

Title: Police Commissioner

Date: John R. Barbera

Attachment: Police Motorola Contract C#20160675 (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

City Council

ADOPTED

Meeting: 10/19/15 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3230

Police Department - 5 Year Motorola Lease (Mayor Sarno)

WHEREAS, Massachusetts General Laws chapter 30B, section 12(b) provides that the Chief Procurement Officer may not award a contract for more than three (3) years without a majority vote of the governmental body; and

WHEREAS, the City of Springfield's Police Department, ("City") is consolidating its various crime tracking software systems to allow for the concurrent viewing of numerous information sources in a more efficient manner which will provide Department with greater intelligence to make more informed decisions.

WHEREAS, the City's Office of Procurement has received bid responses in accordance with Mass. Gen. Laws Ch. 30B and other Procurement statutes; and

WHEREAS, the City, with approval from the Chief Procurement Officer, now wishes to award a leasing agreement for an Intelligence-Led Public Safety platform to State contracted, Motorola Solutions, Inc., for a term of five (5) years and a cost of $1,000,282.

NOW THEREFORE BE IT ORDERED, pursuant to Mass. Gen. Laws Ch. 30B, section 12(b), that the City Council approves the award of a contract for lease of an Intelligence-Led Public Safety platform for five (5) years.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	E. Henry Twiggs, Ward 4 Councilor
AYES:	Ashe, Allen, Concepcion, Shea, Ramos, Rooke, Williams, Twiggs, Hurst, Edwards, Luna, Walsh, Fenton

Attachment: Police 5-Year Motorola Lease (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
5 Paragon Drive, Suite 200
Montvale, NJ 07645

Telephone: +1 201.949.5500
Fax: +1 201.949.5799

October 1, 2015

William J. Schwarz
Director, Crime Analysis
Springfield Police Department
130 Pearl Street
Springfield, MA 01104

Subject: Proposal for Intelligence Led Public Safety Real-Time Crime Center Solution

Dear Mr. Schwarz:

Motorola Solutions, Inc. ("Motorola") would first like to thank you, your staff and the Springfield Police Department for the time provided to our team for the meetings, presentations and collaboration to facilitate the development of a Real-Time Crime Center Solution based on your specific needs and requirements. Motorola Solutions understands that whether you are seeking alternative ways to enhance first responders' safety or focus on making government more efficient and reliable; the volume of data you are dealing with turning it into actionable insight can seem like a difficult challenge. We thank you for the opportunity to explore how to use technology to provide your first responders the right information at the right time and with the right user interface to improve safety and service delivery.

Our COMMANDCENTRAL AWARE platform will consolidate many existing systems and expand their functionality enabling the concurrent viewing of multiple information sources efficiently and effectively. Combining your traditional data sources with new data feeds, promises to empower the Springfield Police Department with greater intelligence to make more informed decisions. In addition, the Intelligence-Led Public Safety platform is flexible and ready for future capabilities as a strong agnostic platform which will allow the department to continue to grow and enhance your situational awareness.

Our offer consists of this cover letter and the following written proposal document. The proposed solution is being offered subject to the Commonwealth of Massachusetts ITT57 State Contract for Two-Way Radio Communications Equipment and Services and the enclosed Motorola Terms Sheet, Software License Agreement (SLA) and Service Terms and Conditions. Upon Springfield Police Department's decision to purchase, it may issue a purchase order to Motorola Solutions, Inc. referencing the MA State Contract No. ITT57.

Motorola would be pleased to address any concerns the Springfield Police Department may have regarding the proposal. Any questions can be directed to your Motorola Senior Account Manager, Manny Litos, at (413) 523-0502 or (860) 966-3822.

We thank you for the opportunity to present this proposal for your review and consideration. As the industry's premier supplier of integrated solutions, Motorola Solutions possesses many unique capabilities. These capabilities allow us to offer our customers effective solutions to their complex business problems.

Sincerely,

Michael Sheridan
Area Sales Manager – New England Region

Attachment: Police 5-Year Motorola Lease (8217 : Police Department - 5 Year Motorola Lease (Contract Amendment))

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8224

Five-Year Lease - IT Department (Mayor Sarno)

WHEREAS, Massachusetts General Laws chapter 30B, section 12(b) provides that the Chief Procurement Officer may not award a contract for more than three (3) years without a majority vote of the governmental body; and

WHEREAS, the Information Technology (IT) Department is seeking to lease a new Storage Area Network ("SAN"), which enhances data storage capabilities and will improve the performance of the City's existing network; and

WHEREAS, the Department has recommended that a 5-year contract term is more beneficial and cost-effective than a standard 3-year contract term. This allows the City to budget payments at a lower cost through entering a longer agreement, providing increased financial flexibility; and

NOW THEREFORE BE IT ORDERED, pursuant to Mass. Gen. Laws ch. 30B, section 12(b), that the City Council approves the awarding of a contract of five (5) years for the lease of a new Storage Area Network ("SAN") for the IT Department.

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8241

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of ES Hancock St. (06250-0183) and ES Hancock St. (06250-0185) to Old Hill Infill, LLC for Consideration of $500.00 (Mayor Sarno)

WHEREAS, on August 12, 2008, the City of Springfield acquired title to land known as ES Hancock St. (Parcel-ID #06250-0183), formerly with building thereon and formerly known as 209-213 Hancock St., containing about 6,246 square feet with an assessed value of $23,800.00 through tax title foreclosure proceedings in Land Court; and

WHEREAS, on May 29, 2023, the City of Springfield acquired title to land known as ES Hancock St. (Parcel-ID #06250-0185), formerly with building thereon and formerly known as 207 Hancock St. & 67 Lebanon St., containing about 3,971 square feet with an assessed value of $22,200.00 through tax title foreclosure proceedings in Land Court; and

WHEREAS, at the time of foreclosure, there was $70,298.00 owing in taxes, interest and fees for ES Hancock St. (Parcel-ID #06250-0183) and $29,510.74 owing for ES Hancock St. (Parcel-ID #06250-0185); and

WHEREAS, the two parcels referenced above (hereinafter "the Properties") are located in the Old Hill Neighborhood and are zoned Residence B; and

WHEREAS, the Office of Procurement solicited proposals from nonprofit entities for the purchase of the Properties and for the development of a single-family home on the vacant lots for affordable homeownership pursuant to RFP #24-175; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee accepted the proposal submitted by Old Hill Infill, LLC, a Massachusetts limited liability company, with a principal place of business at 261 Oak Grove Ave., Springfield, Massachusetts (hereinafter "the Developer") with a bid of Five Hundred and 00/100 Dollars ($500.00); and

WHEREAS, the Developer will combine the Properties and subdivide into one building lot; and

WHEREAS, the Developer will construct a single-family home on the newly combined building lot, pursuant to Federal Housing Quality Standards, to be completed within two years from transfer of title; and

WHEREAS, the Developer will be required to sell the newly constructed single-family home to a first-time homebuyer, with a household income that does not exceed 100% of the area median income for the Springfield metropolitan statistical area, who agrees to use it as a principal place of residence for a period not less than three years; and

WHEREAS, the Developer will execute a Reverter Deed at closing to be held in escrow which will be recorded and will revert title back to the City only if the Developer violates any term and condition of sale or deed restriction.

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed and other closing documents to Old Hill Infill, LLC for the transfer of title to ES Hancock St. (Parcel-ID #06250-0183) and ES Hancock St. (Parcel-ID #06250-0185) for consideration of Five Hundred and 00/100 Dollars ($500.00).

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8239

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of SS Union St. (11750-0218), SS Union St. (11750-0219) and SS Union St. (11750-0220) to Old Hill Infill, LLC for Consideration of $1,500.00 (Mayor Sarno)

WHEREAS, on September 18, 2008, the City of Springfield acquired title to land known as SS Union St. (Parcel-ID #11750-0218), formerly with building thereon and formerly known as 605-607 Union St., containing about 4,100 square feet with an assessed value of $800.00 through tax title foreclosure proceedings in Land Court; and

WHEREAS, on January 25, 2008, the City of Springfield acquired title to land known as SS Union St. (Parcel-ID #11750-0219), formerly with building thereon and formerly known as 599-601 Union St., containing about 3,772 square feet with an assessed value of $22,000.00 through tax title foreclosure proceedings in Land Court; and

WHEREAS, on April 28, 2000, the City of Springfield acquired title to land known as SS Union St. (Parcel-ID #11750-0220), formerly with building thereon and formerly known as 595-597 Union St., containing about 3,819 square feet with an assessed value of $22,000.00 through tax title foreclosure proceedings in Land Court; and

WHEREAS, at the time of foreclosure, there was $16,152.00 owing in taxes, interest and fees for SS Union St. (Parcel-ID #11750-0218); $34,615.00 owing for SS Union St. (Parcel-ID #11750-0219); and $12,671.40 owing for SS Union St. (Parcel-11750-0220); and

WHEREAS, all three parcels referenced above (hereinafter "the Properties") are located in the Old Hill Neighborhood and are zoned Residence B; and

WHEREAS, the Office of Procurement solicited proposals from nonprofit entities for the purchase of the Properties and for the development of single-family homes on the vacant lots for affordable homeownership pursuant to RFP #23-043; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee accepted the proposal submitted by Old Hill Infill, LLC, a Massachusetts limited liability company, with a principal place of business at 261 Oak Grove Ave., Springfield, Massachusetts (hereinafter "the Developer") with a bid of One Thousand Five Hundred and 00/100 Dollars ($1,500.00); and

WHEREAS, the Developer will combine the Properties and subdivide into two building lots; and

WHEREAS, the Developer will construct a single-family home on each building lot, pursuant to Federal Housing Quality Standards, to be completed within two years from transfer of title; and

WHEREAS, the Developer will be required to sell the newly constructed single-family homes to first-time homebuyers, with household incomes that do not exceed 100% of the area median income for the Springfield metropolitan statistical area, who agree to use it as their principal place of residence for a period not less than three years; and

WHEREAS, the Developer will execute a Reverter Deed at closing to be held in escrow which will be recorded and will revert title back to the City only if the Developer violates any term and condition of sale or deed restriction.

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed and other closing documents to Old Hill Infill, LLC for the transfer of title to SS Union St. (Parcel-ID #11750-0218), SS Union St. (Parcel-ID #11750-0219) and SS Union St. (Parcel-ID #11750-0220) for consideration of One Thousand Five Hundred and 00/100 Dollars ($1,500.00).

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8203

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of SS Union St. (11750-0224) to Old Hill Infill, LLC for Consideration of $500.00 (Mayor Sarno)

WHEREAS, on March 22, 2013, the City of Springfield acquired title to land, known as SS Union St. (Parcel-ID #11750-0224), formerly with building thereon and formerly known as 575 Union St., containing about 5,526 square feet with an assessed value of $23,400.00 (hereinafter "the Property") through tax title foreclosure proceedings in Land Court; and

WHEREAS, the Property is located in the Old Hill Neighborhood and is zoned Residence B; and

WHEREAS, at the time of foreclosure there was $10,737.00 owing in taxes, interest and fees; and

WHEREAS, the Tax Title Custodian determined that the Property is not needed for general municipal purposes; and

WHEREAS, the Office of Procurement solicited proposals from nonprofit entities for the purchase of the Property and for the development of a single family-home on the vacant lot for affordable homeownership pursuant to RFP Number 23-043; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee accepted the proposal submitted by Old Hill Infill, LLC, a Massachusetts limited liability company, with a principal place of business at 261 Oak Grove Ave., Springfield, Massachusetts (hereinafter "the Developer") with a bid of Five Hundred and 00/100 Dollars ($500.00); and

WHEREAS, the Developer will construct a single-family home on the Property, pursuant to Federal Housing Quality Standards, to be completed within two years from transfer of title; and

WHEREAS, the Developer will be required to sell the newly constructed single-family home to a first-time homebuyer, with a household income that does not exceed 100% of the area median income for the Springfield metropolitan statistical area, who agrees to use it as a principal place of residence for a period not less than three years, and

WHEREAS, the Developer will execute a Reverter Deed at closing to be held in escrow which will be recorded and will revert title back to the City only if the Developer violates any term and condition of sale or deed restriction.

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed and other closing documents to Old Hill Infill, LLC for the transfer of title to SS Union St. (Parcel-ID #11750-0224) for consideration of Five Hundred and 00/100 Dollars ($500.00).

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8204

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of SS Union St. (11750-0231) to Old Hill Infill, LLC for Consideration of $500.00 (Mayor Sarno)

WHEREAS, on February 16, 2010, the City of Springfield acquired title to land known as SS Union St. (Parcel-ID #11750-0231), containing about 6,806 square feet with an assessed value of $23,900.00 (hereinafter "the Property") through tax title foreclosure proceedings in Land Court; and

WHEREAS, the Property is located in the Old Hill Neighborhood and is zoned Residence B; and

WHEREAS, at the time of foreclosure there was $2,818.00 owing in taxes, interest and fees; and

WHEREAS, the Tax Title Custodian determined that the Property is not needed for general municipal purposes; and

WHEREAS, the Office of Procurement solicited proposals from nonprofit entities for the purchase of the Property and for the development of a single family-home on the vacant lot for affordable homeownership pursuant to RFP Number 23-043; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee accepted the proposal submitted by Old Hill Infill, LLC, a Massachusetts limited liability company, with a principal place of business at 261 Oak Grove Ave., Springfield, Massachusetts (hereinafter "the Developer") with a bid of Five Hundred and 00/100 Dollars ($500.00); and

WHEREAS, the Developer will construct a single-family home on the Property, pursuant to Federal Housing Quality Standards, to be completed within two years from transfer of title; and

WHEREAS, the Developer will be required to sell the newly constructed single-family home to a first-time homebuyer, with a household income that does not exceed 100% of the area median income for the Springfield metropolitan statistical area, who agrees to use it as a principal place of residence for a period not less than three years; and

WHEREAS, the Developer will execute a Reverter Deed at closing to be held in escrow which will be recorded and will revert title back to the City only if the Developer violates any term and condition of sale or deed restriction.

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed and other closing documents to Old Hill Infill, LLC for the transfer of title to SS Union St. (Parcel-ID #11750-0231) for consideration of Five Hundred and 00/100 Dollars ($500.00).

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8238

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of 524 Union St. (11750-0121) to Springfield City of Homes Development, LLC for Consideration of $784.00 (Mayor Sarno)

WHEREAS, on March 28, 2014, the City of Springfield acquired title to land, with building thereon, known as 524 Union St. (Parcel-ID #11750-0121), containing about 3,854 square feet with an assessed value of $79,400.00 (hereinafter "the Property") through tax title foreclosure proceedings in Land Court; and

WHEREAS, the Property is located in the Old Hill Neighborhood and is zoned Residence B; and

WHEREAS, at the time of foreclosure there was $8,908.00 owing in taxes, interest and fees; and;

WHEREAS, the Tax Title Custodian determined that the Property is not needed for general municipal purposes; and

WHEREAS, the Office of Procurement solicited proposals from nonprofit entities for the purchase of the Property and for the development of a single-family home on the Property after demolition for affordable homeownership pursuant to RFP Number 23-147; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee accepted the proposal submitted by Springfield City of Homes Development, LLC, a Massachusetts limited liability company, with a principal place of business at 1780 Main St., Springfield, Massachusetts (hereinafter "the Developer") with a bid of Seven Hundred Eighty Four and 00/100 ($784.00); and

WHEREAS, the Developer will demolish the severely deteriorated dwelling on the Property and will construct a new single-family home, pursuant to Federal Housing Quality Standards, to be completed within two years from transfer of title; and

WHEREAS, the Developer will be required to sell the newly constructed single-family home to a first-time homebuyer, with a household income that does not exceed 100% of the area median income for the Springfield metropolitan statistical area, who agrees to use it as a principal place of residence for a period not less than three years; and

WHEREAS, the Developer will execute a Reverter Deed at closing to be held in escrow which will be recorded and will revert title back to the City only if the Developer violates any term and condition of sale or deed restriction.

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed and other closing documents to Springfield City of Homes Development, LLC for the transfer

of title to 524 Union St. (Parcel-ID #11750-0121) for consideration of Seven Hundred Eighty Four and 00/100 ($784.00).

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8215

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of ES Wilbraham Ave. (12280-0102) to Old Hill Infill, LLC for Consideration of $500.00 (Mayor Sarno)

WHEREAS, on May 14, 2019, the City of Springfield acquired title to land known as ES Wilbraham Ave. (Parcel-ID #12280-0102) containing about 5,003 square feet with an assessed value of $30,000.00 (hereinafter "the Property") through tax title foreclosure proceedings in Land Court; and

WHEREAS, the Property is located in the Upper Hill Neighborhood and is zoned Residence B; and

WHEREAS, at the time of foreclosure there was $2,731.00 owing in taxes, interest and fees; and

WHEREAS, the Tax Title Custodian determined that the Property is not needed for general municipal purposes; and

WHEREAS, the Office of Procurement solicited proposals from nonprofit entities for the purchase of the Property and for the development of a single family-home on the vacant lot for affordable homeownership pursuant to RFP Number 24-034; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee accepted the proposal submitted by Old Hill Infill, LLC, a Massachusetts limited liability company, with a principal place of business at 261 Oak Grove Ave., Springfield, Massachusetts (herein "the Developer") with a bid of Five Hundred and 00/100 Dollars ($500.00); and

WHEREAS, the Developer will construct a single-family home on the Property, pursuant to Federal Housing Quality Standards, to be completed within two years from transfer of title; and

WHEREAS, the Developer will be required to sell the newly constructed single-family home to a first-time homebuyer, with a household income that does not exceed 100% of the area median income for the Springfield metropolitan statistical area, who agrees to use it as a principal place of residence for a period not less than three years; and

WHEREAS, the Developer will execute a Reverter Deed at closing to be held in escrow which will be recorded and will revert title back to the City only if the Developer violates any term and condition of sale or deed restriction.

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed and other closing documents to Old Hill Infill, LLC for the transfer of title to ES Wilbraham Ave. (Parcel-ID #12280-0102) for consideration of Five Hundred and 00/100 Dollars ($500.00).

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8221

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of NS Melrose St. (08520-0012) to Old Hill Infill, LLC for Consideration of $500.00 (Mayor Sarno)

WHEREAS, on April 14, 2009, the City of Springfield acquired title to land known as NS Melrose St. (Parcel-ID #08520-0012), formerly with building thereon and formerly known as 80 Melrose St., containing about 7,495 square feet with an assessed value of $24,100.00 (hereinafter "the Property") through tax title foreclosure proceedings in Land Court; and

WHEREAS, the Property is located in the Old Hill Neighborhood and is zoned Residence B; and

WHEREAS, at the time of foreclosure there was $49,800.00 owing in taxes, interest and fees; and

WHEREAS, the Tax Title Custodian determined that the Property is not needed for general municipal purposes; and

WHEREAS, the Office of Procurement solicited proposals from nonprofit entities for the purchase of the Property and for the development of a single family-home on the vacant lot for affordable homeownership pursuant to RFP Number 24-034; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee accepted the proposal submitted by Old Hill Infill, LLC, a Massachusetts limited liability company, with a principal place of business at 261 Oak Grove Ave., Springfield, Massachusetts (hereinafter "the Developer") with a bid of Five Hundred and 00/100 Dollars; and

WHEREAS, the Developer will construct a single-family home on the Property, pursuant to Federal Housing Quality Standards, to be completed within two years from transfer of title; and

WHEREAS, the Developer will be required to sell the newly constructed single-family home to a first-time homebuyer, with a household income that does not exceed 100% of the area median income for the Springfield metropolitan statistical area, who agrees to use it as a principal place of residence for a period not less than three years; and

WHEREAS, the Developer will execute a Reverter Deed at closing to be held in escrow which will be recorded and will revert title back to the City only if the Developer violates any term and condition of sale or deed restriction.

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed and other closing documents to Old Hill Infill, LLC for the transfer of title to NS Melrose St. (Parcel-ID #08520-0012) for consideration of Five Hundred and 00/100 Dollars ($500.00).

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8235

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of 18 Highland St. (06600-0004) to Springfield City of Homes Development, LLC for Consideration of $2,440.39 (Mayor Sarno)

WHEREAS, on November 27, 2019, the City of Springfield acquired title to land, with building thereon, known as 18 Highland St. (Parcel-ID #06600-0004), containing about 5,500 square feet with an assessed value of $208,700.00 (hereinafter "the Property") through tax title foreclosure proceedings in Land Court; and

WHEREAS, the Property is located in the Upper Hill Neighborhood and is zoned Residence B; and

WHEREAS, at the time of foreclosure there was $26,693.00 owing in taxes, interest and fees; and

WHEREAS, the Tax Title Custodian determined that the Property is not needed for general municipal purposes; and

WHEREAS, the Office of Procurement solicited proposals from nonprofit entities for the purchase of the Property and for the development of a single family-home on the Property after demolition for affordable homeownership pursuant to RFP Number 23-145; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee accepted the proposal submitted by Springfield City of Homes Development, LLC, a Massachusetts limited liability company, with a principal place of business at 1780 Main St., Springfield, Massachusetts (hereinafter "the Developer") with a bid of Two Thousand Four Hundred Forty and 39/100 Dollars ($2,440.39); and

WHEREAS, the Developer will demolish the severely deteriorated dwelling on the Property and will construct a new single-family home, pursuant to Federal Housing Quality Standards, to be completed within two years from transfer of title; and

WHEREAS, the Developer will be required to sell the newly constructed single-family home to a first-time homebuyer, with a household income that does not exceed 100% of the area median income for the Springfield metropolitan statistical area, who agrees to use it as a principal place of residence for a period not less than three years; and

WHEREAS, the Developer will execute a Reverter Deed at closing to be held in escrow which will be recorded and will revert title back to the City only if the Developer violates any term and condition of sale or deed restriction.

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed and other closing documents to Springfield City of Homes Development, LLC for the transfer

of title to 18 Highland St. (Parcel-ID #06600-0004) for consideration of Two Thousand Four Hundred Forty and 39/100 ($2,440.39).

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8229

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of 26-28 Terrence St. (11465-0006) to Springfield City of Homes Development, LLC for Consideration of $439.62 (Mayor Sarno)

WHEREAS, on May 11, 2011, the City of Springfield acquired title to land, with building thereon, know as 26-28 Terrence St. (Parcel-ID #11465-0006), containing about 7,670 square feet with an assessed value of $109,900.00 (hereinafter "the Property") through tax title foreclosure proceedings in Land Court; and

WHEREAS, the Property is located in the Old Hill Neighborhood and is zoned Residence B; and

WHEREAS, at the time of foreclosure there was $13,124.00 owing in taxes, interest and fees; and

WHEREAS, the Tax Title Custodian determined that the Property is not needed for general municipal purposes; and

WHEREAS, the Office of Procurement solicited proposals from nonprofit entities for the purchase of the Property and for the development of a single family-home on the Property after demolition for affordable homeownership pursuant to RFP Number 23-146; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee accepted the proposal submitted by Springfield City of Homes Development, LLC, a Massachusetts limited liability company, with a principal place of business at 1780 Main St., Springfield, Massachusetts (hereinafter "the Developer") with a bid of Four Hundred Thirty-Nine and 62/100 Dollars ($439.62); and

WHEREAS, the Developer will demolish the severely deteriorated dwelling on the Property and will construct a new single-family home, pursuant to Federal Housing Quality Standards, to be completed within two years from transfer of title; and

WHEREAS, the Developer will be required to sell the newly constructed single-family home to a first-time homebuyer, with a household income that does not exceed 100% of the area median income for the Springfield metropolitan statistical area, who agrees to use it as a principal place of residence for a period not less than three years; and

WHEREAS, the Developer will execute a Reverter Deed at closing to be held in escrow which will be recorded and will revert title back to the City only if the Developer violates any term and condition of sale or deed restriction.

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed and other closing documents to Springfield City of Homes Development, LLC for the transfer

of title to 26-28 Terrence St. (Parcel-ID #11465-0006) for consideration of Four Hundred Thirty Nine and 62/100 Dollars ($439.62).

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8228

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of SS Lebanon St. (07627-0047) to Old Hill Infill, LLC for Consideration of $500.00 (Mayor Sarno)

WHEREAS, on September 23, 2010, the City of Springfield acquired title to land, known as SS Lebanon St. (Parcel-ID #07627-0047), formerly with building thereon and formerly known as 101-105-107 Lebanon St., containing about 5,175 square feet with an assessed value of $23,100.00 (hereinafter "the Property") through tax title foreclosure proceedings in Land Court; and

WHEREAS, the Property is located in the Old Hill Neighborhood and is zoned Residence B; and

WHEREAS, at the time of foreclosure there was $81,520.00 owing in taxes, interest and fees; and

WHEREAS, the Tax Title Custodian determined that the Property is not needed for general municipal purposes; and

WHEREAS, the Office of Procurement solicited proposals from nonprofit entities for the purchase of the Property and for the development of a single-family home on the vacant lot for affordable homeownership pursuant to RFP Number 24-175; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee accepted the proposal submitted by Old Hill Infill, LLC, a Massachusetts limited liability company with a principal place of business at 261 Oak Grove Ave., Springfield, Massachusetts (hereinafter "the Developer") with a bid of Five Hundred and 00/100 Dollars ($500.00); and

WHEREAS, the Developer will construct a single-family home on the Property, pursuant to Federal Housing Quality Standards, to be completed within two years from transfer of title; and

WHEREAS, the Developer will be required to sell the newly constructed single-family home to a first-time homebuyer, with a household income that does not exceed 100% of the area median income for the Springfield metropolitan statistical area, who agrees to use it as a principal place of residence for a period not less than three years; and

WHEREAS, the Developer will execute a Reverter Deed at closing to be held in escrow which will be recorded and will revert title back to the City only if the Developer violates any term and condition of sale or deed restriction.

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed and other closing documents to Old Hill Infill, LLC for the transfer of title to SS Lebanon St. (Parcel-ID #07627-0047) for consideration of Five Hundred and 00/100 ($500.00).

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8226

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of SS Melrose St. (08520-0025) to Old Hill Infill, LLC for Consideration of $500.00 (Mayor Sarno)

WHEREAS, on June 24, 2008, the City of Springfield acquired title to land known as SS Melrose St. (Parcel-ID #08520-0025), formerly with building thereon and formerly known as 77-79 Melrose St., containing about 5,000 square feet with an assessed value of $23,000.00 (hereinafter "the Property") through tax title foreclosure proceedings in Land Court; and

WHEREAS, the Property is located in the Old Hill Neighborhood and is zoned Residence B; and

WHEREAS, at the time of foreclosure there was $12,701.00 owing in taxes, interest and fees; and

WHEREAS, the Tax Title Custodian determined that the Property is not needed for general municipal purposes; and

WHEREAS, the Office of Procurement solicited proposals from nonprofit entities for the purchase of the Property and for the development of a single-family home on the vacant lot for affordable homeownership pursuant to RFP Number 24-034; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee accepted the proposal submitted by Old Hill Infill, LLC, a Massachusetts limited liability company, with a principal place of business at 261 Oak Grove Ave., Springfield, Massachusetts (hereinafter "the Developer") with a bid of Five Hundred and 00/100 Dollars; and

WHEREAS, the Developer will construct a single-family home on the Property, pursuant to Federal Housing Quality Standards, to be completed within two years from transfer of title; and

WHEREAS, the Developer will be required to sell the newly constructed single-family home to a first-time homebuyer, with a household income that does not exceed 100% of the area median income for the Springfield metropolitan statistical area, who agrees to use it as a principal place of residence for a period not less than three years; and

WHEREAS, the Developer will execute a Reverter Deed at closing to be held in escrow which will be recorded and will revert title back to the City only if the Developer violates any term and condition of sale or deed restriction.

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed and other closing documents to Old Hill Infill, LLC for the transfer of title to SS Melrose St. (Parcel-ID #08520-0025) for consideration of Five Hundred and 00/100 Dollars ($500.00).

City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Robert Shewchuk
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8242

Amendment to Chapter 327, Solid Waste (Mayor Sarno)

Be it ordained by the City Council of the City of Springfield, in session assembled, that the Code of Ordinances of the City of Springfield, is hereby amended by deleting Chapter 327, in its entirety, and replacing it with new language as attached.

Be it ordained by the City Council of the City of Springfield, in session assembled, that the Code of Ordinances of the City of Springfield, is hereby amended by deleting Chapter 327, in its entirety, and replacing it with the following:

Chapter 327. SOLID WASTE

Article 1. General Provisions

§ 327-1

Definitions.

[Amended 12-21-1994; 5-20-2011]

A.

For the purpose of this chapter, the following definitions shall be applicable:

ABANDONED VEHICLES

A class of waste which includes passenger automobiles, trucks and trailers which are useless, unwanted, **abandoned,** and/or discarded by their owners and have been left on City streets, **public right-of-ways** other public places and on private premises.

ANIMAL WASTE

All wastes from stables, kennels, pet pens, chicken coops, veterinary establishments and the like.

BULK WASTE STICKER

One sticker as required for each bulk item, or **2 stickers for each mattress / box spring collection**, as scheduled for collection for bulk pickup by advance request in accordance with DPW procedures. Bulk pickup can only be scheduled if a parcel is currently opted in for trash services**, and current with payment of their trash bill**. A bulk pickup sticker is required for each bulk item and shall cost $8 per sticker **with the exception of mattresses / box springs where 2 bulk sticker will be required**.

[Amended 9-11-2017]

BULK WASTES

All large items of refuse, such as appliances or furniture. Other examples of bulk items include refrigerators, air conditioners, dehumidifiers, chairs, tables, cribs, couches, bed frames, sofas, fans, filing cabinets, TVs, plumbing fixtures, doors, windows, bicycles, barbecue grills, mattresses, box springs, large toys, tires, lawn mowers, snow blowers, stoves, washers, dryers, rugs, etc. Rugs must be cut up into three- to four-foot lengths and stacked.

[Amended 9-11-2017]

CONSTRUCTION AND DEMOLITION WASTES

All wastes that are the result of construction, remodeling, repair and demolition operations on houses, commercial buildings, pavements and other structures.

Attachment: § 327 (September 2024) - For City Council (8242 : An Amendment to Chapter 327, Solid Waste)

CONTAINER

See "standard legal container" as defined in this section.

DEAD ANIMALS

Those that die naturally or from diseases or are accidentally killed or are intentionally killed. Condemned animals or parts of animals from slaughterhouses, dog hospitals or similar places are not included in this term, but are regarded as industrial refuse. It is the intent of this section to describe only small animals such as dogs, cats, rabbits, squirrels, chickens and rats that find their homes within the wooded areas of the City or often serve as household pets.

EXTRA BAG STICKER

Any extra trash which does not fit in the trash cart with the lid fully closed is not allowed to be stacked, but must be placed outside the trash cart in a closed plastic trash bag (See Subsection (3) of the definition of "standard legal container" in this section.) no larger than 32 gallons and labeled with one extra bag sticker. It will be collected on the regular refuse collection day for the cart. There shall be a limit of 10 extra bags on any given collection day. Approved trash bag stickers shall also be made available for resale to the public at retail and commercial establishments as determined by the Director of Public Works, provided that no retail or commercial establishment shall charge more than $2 for each sticker.

[Amended 9-11-2017]

GARBAGE

All animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

HANDBILL

Any printed or written matter, any sample or device, circular, leaflet, pamphlet, paper booklet, or any other printed or otherwise reproduced original or copies of any matter of literature.

HAZARDOUS WASTE

All waste of a pathological, explosive, radioactive or toxic nature.

INDUSTRIAL WASTE

Consists of the solid waste materials from factories, processing plants and other manufacturing enterprises.

LITTER

"Garbage," "refuse" and "rubbish" as defined in this chapter and all other waste material which, if thrown or deposited as prohibited in this chapter, tends to create a danger to public health, safety, welfare, or appearance.

LITTER RECEPTACLE

Attachment: § 327 (September 2024) - For City Council (8242 : An Amendment to Chapter 327, Solid Waste)

A litter storage and collection receptacle as required and authorized by regulations and ordinance of the **Solid Waste** Division of the Department of Public Works.

MARKET WASTE

That waste which generates from the wholesale and retail markets as a result of handling, storage, and selling of poultry, fish, meat, vegetables, and fruit. Included are large quantities of putrescible garbage along with some rubbish such as wooden crates and cardboard boxes.

NEWSPAPER

Any newspaper of general circulation as defined by general law; any newspaper duly entered with the Postal Service Department of the United States, in accordance with federal statute or regulation; any newspaper filed and recorded with any recording officer as provided by general law; and, in addition thereto, means and includes any periodical or current magazine regularly published with not fewer than four issues per year, and sold to the public.

OVERGROWTH

Any grass, grass clippings, weeds, pruning, leaves, tree branches, general yard or garden waste in excess of six inches high located on any parcel of land whether occupied or vacant, including a vacant lot**. Also, see "Yard Waste".**

PAPER

All combustible material, excluding newsprint but including books, magazines, wrapping paper, cardboard boxes, cartons, rags and cast-off clothing.

PARK

A park, reservation, playground, beach, recreation center or any other public area in the City, owned or used by the City and devoted to active or passive recreation.

PERSON

Any person or his servant, agent, employee or representative, as well as a firm, partnership, association, corporation, company or organization of any kind.

PRIVATE PREMISES

Any dwelling, house, building, or other structure, designed or used either wholly or in part for private residential purposes, whether inhabited or temporarily or continually uninhabited or vacant, and includes any yard, grounds, walk, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such dwelling, house, building or other structure.

PUBLIC PLACE

Any and all streets, sidewalks, boulevards, alleys or public ways and any and all grounds and buildings.

REFUSE

The total solid waste of the community.

Attachment: § 327 (September 2024) - For City Council (8242 : An Amendment to Chapter 327, Solid Waste)

RUBBISH

All waste consisting of a variety of both combustible and noncombustible solid waste materials of households, stores and institutions. Combustible rubbish consists of miscellaneous burnable materials; and, in general, it is the organic component of rubbish such as paper, rags, cartons, boxes, wood, excelsior, bedding, rubber, leather, grass, leaves and other yard trimmings, as well as combustible inorganic materials such as plastics. Noncombustible rubbish, for the most part, consists of the organic components of rubbish such as tin cans, metals, dirt, ceramics, glass and similar or like substances.

SINGLE-STREAM RECYCLING

A system that takes the multiple recycling "streams" collected through the Springfield curbside program, mixed paper and commingled containers, and allows residents to put them together in one container. The sorting of the recyclables will be done by machines at a processing facility. Residents shall use a single-stream recycling cart provided by DPW and collected in accordance with the provisions of this chapter (see § 327-17, recycling definitions) and DPW procedures.

STANDARD LEGAL CONTAINER

Standard legal containers acceptable for use in the City shall substantially adhere to the following specifications:

(1)

A rubbish container issued by DPW as a cart in accordance with this chapter.

(2)

A paper refuse sack (also known as a "leaf bag" or "yard waste bag"), which shall be a sanitary paper sack or equal of thirty-gallon capacity, two-ply fifty-pound wet strength with reinforced self-supporting square bottom closure.

(3)

A plastic trash bag, which shall be a sanitary polyethylene (plastic) bag having a dart impact strength at folds and seals of not less than 60 grams, and a film thickness strength of two mils, a maximum capacity of 30 gallons and capable of supporting material having a total weight of 30 pounds with a density of 15 pounds per cubic foot and having openings closed by means of wire ties, string or rope. **No yard waste can be placed in any plastic bags for collection.**

VEHICLE

Every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, including devices used exclusively upon stationary rails or tracks.

YARD WASTE

Consists of general yard and garden waste, prunings, grass clippings, weeds, leaves, twigs, brush and tree branches up to three feet in length and 1/2 inch in diameter.

[Amended 9-11-2017]

Attachment: § 327 (September 2024) - For City Council (8242 : An Amendment to Chapter 327, Solid Waste)

B.

This section and the various parts, sentences, and clauses thereof are hereby declared to be severable. If any part, sentence, or clause is adjudicated as invalid, it is hereby provided that the remainder of this section shall not be affected thereby.

C.

Any violation of this section or any part thereof shall be punishable by a fine not to exceed **$250.00**.

§ 327-2

Rubbish to be drained of liquids and placed in containers.

[Amended 5-20-2011]

No rubbish shall be collected by the Waste Disposal Division of the Department of Public Works, or its authorized agent, unless the rubbish is drained of all water and liquids and placed in one or more carts in accordance with the provisions of this chapter placed at the curb on the tree belt (not in the road), to better facilitate both street sweeping and snow plowing operations.

§ 327-3

(Reserved) [1]

[1]

Editor's Note: Original § 7.16.030, Placement of underground containers, was repealed 5-20-2011.

§ 327-4 Mandatory yard and leaf waste composting.

[Added 10-3-1988; amended 5-20-2011]

A. **Program for Leaf and Yard Waste**

There is hereby established a program for the mandatory separation of certain compostable leaf and yard waste material from garbage or rubbish by the residents of the City of Springfield and the collection of these compostable leaf and yard waste materials at the residents' curbside. The collection of separated compostable leaf and yard waste material shall be made periodically under the supervision of the Director of Public Works.

Yard Waste can be dropped off at Bondi's Island Landfill Monday – Friday from 7 am to 3 pm and Saturdays from7 am to 12 pm. A driver's license showing a Springfield address is required to dispose of material at the Landfill. Contractors are not allowed to dispose of yard waste at the landfill.

B.

For the purposes of this section, the following definitions apply:

LEAF AND YARD WASTE COLLECTION SEASON

The leaf season beginning the first full week in April through the first full week of December, **or as defined by the Director.**

Attachment: § 327 (September 2024) - For City Council (8242 : An Amendment to Chapter 327, Solid Waste)

LEAVES

Deciduous and coniferous seasonal deposition.

PAPER LEAF BAG

A sanitary paper sack or equal of thirty-gallon capacity, two-ply, fifty-pound wet strength with decomposing glue and reinforced self-supporting square bottom closure. Bags shall not weigh more than 40 pounds when full.

[Amended 9-11-2017]

YARD WASTE

Grass clippings, weeds, hedge clippings, and garden waste, as well as twigs, brush and branches. Twigs and brush should not be longer than two feet in length and 1/2 inch in diameter. Branches can be no wider than three inches in diameter and no longer than four feet and must be tied for pickup in manageable sized bundles.

[Amended 9-11-2017]

C.

Separation of compostable leaf and yard waste material and placement for removal. During the leaf and yard waste collection season, residents shall place their leaf and yard waste material into paper leaf bags as defined in Subsection B. These paper bags shall be placed on the curbside or tree belt in accordance with § 327-7 on the special leaf and yard waste collection days specified by the Department of Public Works and advertised in the Springfield daily newspapers. No material other than that specified in Subsection B shall be placed in these paper bags or barrels.

D.

Compostable leaf and yard waste material shall not be placed in plastic trash bags at any time. Leaves and yard waste shall not be placed in the same refuse container as or otherwise mixed with other forms of solid waste for collection, removal, or disposal at any time. Any violation of this section or any part thereof shall be punishable by a fine not to exceed **$250**. When the owner has failed to comply with the requirements of this section, the Director of the Department of Public Works, in his discretion, may refuse to collect the leaf and yard waste material and all rubbish, recycling and yard waste of the owner until the next regular pick-up, and the owner shall remove from the curb such rubbish, recycling, leaf and yard waste material.

E.

Ownership of compostable leaf and yard waste materials. Upon placement of compostable leaf and yard waste material for collection by the City at the curbside or tree belt in accordance with the special collection day, pursuant to this section, such materials shall become the property of the City. It shall be a violation of this section for any person, other than authorized agents of the City acting in the course of their employment, to collect or pick up or cause to be collected or picked up any compostable leaf and yard waste material so placed. Each and every collection or pick-up in violation hereof from one or more locations shall constitute a separate and distinct offense. The compostable leaf and yard waste material

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collected by the City shall be transported to and composted at a designated leaf and yard composting site. Any violation of this Subsection E or any part thereof shall be punishable by a fine not to exceed **$250**.

F.

All ordinances, resolutions, regulations or other documents inconsistent with the provisions of this section are hereby repealed to the extent of the inconsistency.

G.

This section shall take effect for the leaf and yard waste collection season commencing July 1, 2011 **(revised September 2024)**.

§ 327-5

Automated refuse collection.

[Added 1-18-1999; amended 5-20-2011; 8-3-2012; 9-11-2017]

A.

Purpose. The purpose of this section is to establish minimum standards for the storage, collection, transportation and disposal of refuse by automated collection and thus promote the health, safety and welfare of the City and improve the City's environment.

B.

The Director of the Department of Public Works (hereinafter the "Director") shall have the direct responsibility for the administration of this section, subject to the direction and control of the Mayor.

C.

For the purpose of this section the following definitions shall apply:

AUTOMATED COLLECTION

The method of collecting rubbish through the use of mechanical collection equipment and special containers to accommodate the collection.

AUTOMATED CONTAINER

A specially designed container distributed by the Director to accommodate the automated collection operation to be used for the deposit of acceptable rubbish. The automated container is equipped with wheels for mobility.

CITY

The City of Springfield, Massachusetts.

CURBLINE

The area directly behind the curb. In the absence of a curb, the area directly behind the edge of pavement or curb.

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CUSTOMER

Any person or entity receiving service from the City **and who is current with the payment of their trash bill.**

DESIGNATED COLLECTION POINT

The place where the Director has determined an automated container will be placed for service.

DIRECTOR

The Director of the Department of Public Works or his/her duly authorized representative.

DWELLING UNIT

Any building or portion thereof that contains living facilities (which provide for sleeping, eating, cooking and sanitation) for not more than one household.

EXTRA REFUSE

Any rubbish placed on, around or in a five-foot radius of the automated collection container in excess capacity of the automated container. The rubbish must be within acceptable weight limits and reasonably handled by one person. **Extra rubbish that is placed outside of the provided bins, must be in plastic bags and must have an extra bag sticker adhered to the bag. Extra Trash bags placed without stickers will not be collected. Residents have a limit of 10 extra bag stickers per collection day.**

INFECTIOUS WASTE

Waste from medical dental and intermediate care facilities, research centers, veterinary clinics and other similar facilities that has the potential to cause an infectious disease via exposure to a pathogenic organism of sufficient virulence and dosage through a portal of entry in a susceptible host.

NONRESIDENTIAL UNIT

Any establishment except those defined under "residential unit."

OVERLOADED

The automated container is so full of rubbish that its lid is not completely closed, thereby exceeding the automated container's rated capacity.

RADIOACTIVE WASTE

Kitty Litter, diapers, tissues, and other absorbants that have touched fluids from patients or pets undergoing any nuclear treatment are radioactive. Materials must be segregated for a minimum of 90 days before disposing in the trash.

Detection of any amount of radiation in the trash causes the following chain of events:

a. **The entire truckload is rejected at the disposal facility.**
b. **The truck driver and vehicle are detained for hours while the Massachusetts Department of Health is notified**

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c. **A radiation consultant and hauler sift through the load in an attempt to identify the source and type of radiation.**
d. **If the source cannot be identified, the container is reloaded and quarantined for up to 3 months until the consultant determined it is acceptable for vendor to dispose of.**
e. **Cost to the City of Springfield can exceed $3000**

The City of Springfield Department of Public Work has the authority to bill the resident for all charges associated with the improper disposal of radioactive material in the City's trash stream.

RECYCLABLES

Material as defined in § 327-17 of the City Ordinances.

RESIDENTIAL UNIT

A single- or multiple-family dwelling unit up to and including apartment complexes of three units or less.

RUBBISH

All waste consisting of a variety of both combustible and noncombustible solid waste materials of households, stores and institutions. Rubbish does not include recyclables or yard waste.

YARD WASTE

Material as defined in § 327-4B of the City Ordinances.

D.

General requirements.

(1)

It shall be the customer's responsibility to assure that automated containers are placed in the appropriate location designated by the City prior to the arrival of the collection vehicle. **Containers placed in a location that is non-accessible to the Automated Collection Vehicles will not be collected.**

(2)

The City shall not be responsible for rubbish collection if there is a violation of any part of this section or circumstances are beyond the control of the City. Circumstances or violations include but are not limited to automated container overload, improperly loaded automated containers, blocked access, automated container inaccessibility, or dangerous situations.

(3)

Automated containers shall be placed at the City-designated collection point on the scheduled collection day by ~~6:30AM~~ **6:00 a.m.** Such location shall be easily accessible to the container, with the lids completely closed and unobstructed to the collection vehicle. It shall be the duty of each customer to remove the automated container from the curbline on the same day as collection. It is prohibited to overload automated containers in a manner which is likely to cause carnage to the collection vehicle or automated container, create a litter condition, or impede collection.

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(4)

The City may collect extra rubbish on or around automated containers in accordance with the provisions of this section, provided that the material is contained in a standard trash bag, up to 32 gallons in size, with an extra bag sticker attached and the parcel has existing active trash service. The City will allow one automated container per household, up to three households per parcel. A request for automated containers will be disallowed if the parcel already has the maximum allowable automated containers. Any request for a container(s) will not be supplied until payment has been received by the City for all past-due and current fiscal year payments directly related to the parcel for which the container is requested under this section. **Extra rubbish that is placed outside of the provided bins, must be in plastic bags and must have an extra bag sticker adhered to the bag. Extra Trash bags placed without stickers will not be collected. Residents have a limit of 10 extra bag stickers per collection day.**

(5)

Automated collection within the City is mandatory **in all areas of the City**.

(6)

All rubbish shall be drained of any free liquids prior to placement in any automated container.

(7)

It shall be a violation hereof to place or deposit any refuse whatsoever in or around an automated container owned or provided for the use of another customer without that customer's approval.

(8)

The City reserves the right to inspect any or all refuse prior to and/or during disposal for compliance with local, state, or federal laws or regulations.

(9)

The Massachusetts Department of Environmental Protection (MassDEP) has implemented waste disposal bans to promote recycling, reduce greenhouse gas emissions, and minimize reliance on landfills and incinerators. Here are some of the materials that are currently banned from disposal or transfer for disposal in Massachusetts:

- **a. Asphalt, pavement, brick and concrete**
- **b. Cathode Ray Tubes**
- **c. Clean Gypsum wallboard**
- **d. Commercial Food material (lower threshold effective November 1, 2022)**
- **e. Ferrous and non-ferrous metals**
- **f. Glass and Metal Containers**
- **g. Lead acid batteries**
- **h. Leaves and Yard Waste**
- **i. Mattresses / Box Springs (effective November 1, 2022)**
- **j. Recyclable paper, cardboard, and paperboard**
- **k. Single-resin narrow necked plastic containers**
- **l. Textiles (effective November 1, 2022)**

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m. **Treated and Untreated wood and wood waste (banned from landfills only)**
n. **White good (large appliances)**
o. **Whole tires (banned from landfills only; shredded tires acceptable)**

E.

Containers.

(1)

The automated containers are provided exclusively by the City. No other type of automated container is allowed. The City shall initially provide one automated container to each occupied residential unit currently serviced by the City in accordance with the payment of an annual trash fee as authorized by this section. All automated containers will be assigned to a street address and have an imprinted serial number for identification purposes. The automated container shall remain at the assigned address regardless of whether the resident sells or moves.

(2)

The automated container provided by the City shall not be filled to exceed 100 pounds total weight, and all rubbish must fit inside the automated container. The cover of any automated container must be kept closed at all times except when the automated container is being filled, emptied, or cleaned. **If the weight limit is exceeded and / or the cover to the bin does not close, the bin will not be collected.**

(3)

Residential and multifamily units are limited to a maximum of one automated container per dwelling unit.

(4)

In order to maintain an orderly and aesthetic appearance within the City and to prevent unauthorized encroachment on any street, public property or private property, the Director shall have the authority to sanction the storage location of automated containers for residential customers. Automated containers shall be stored on private property except on collection days. Failure by the customer to comply with City notification citing improper storage for automated containers shall be a violation of this section.

(5)

Automated containers after collection shall be returned to a secure location. With the exception of automated containers being stored in a garage or shed, the automated container shall not be stored anywhere closer to the street than the extension of any existing building line that faces any street unless the automated container is screened from public view by shrubbery, foliage, a fence, or a wall. Automated containers are not to be left curbside, streetside, or roadside overnight after the day of collection.

(6)

The City's trash service will not be available to boundary properties where at least 50% of the owner-occupied dwelling unit is not within the City's administrative boundaries unless grandfathered in, **or if approved by the Director.**

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F.

Rubbish collection service.

(1)

If a customer does not pay his/her trash fee in its entirety after 30 days of **receipt of the trash bill being received**, then a demand letter will be issued by the Treasurer/Collector and a fine consistent with the tax demand fee plus interest will be assessed. If the customer fails to pay his/her trash fee after the issuance of the demand letter, the Director will continue to provide trash collection if requested by the customer **and approved by the Director**, and the Treasurer/Collector will attach a lien to the customer's property as soon as state law allows. Requests to opt-in to trash services will be declined if there are any outstanding City-related balances associated to the parcel for which the request is made.

(2)

Standard collection service shall include once-a-week collection of acceptable trash in properly placed automated containers in accordance with the provisions of this section.

~~G.~~

~~Rubbish collection service.~~

~~(1)~~

~~If a customer does not pay his/her trash fee in its entirety after 30 days of receipt of the trash bill being received, then a demand letter will be issued by the Treasurer/Collector and a fine consistent with the tax demand fee plus interest will be assessed. If the customer fails to pay his/her trash fee after the issuance of the demand letter, the Director will continue to provide trash collection if requested by the customer and approved by the Dirtector, and the Treasurer/Collector will attach a lien to the customer's property as soon as state law allows. Requests to opt-in to trash services will be declined if there are any outstanding City-related balances associated to the parcel for which the request is made.~~

~~(2)~~

~~Standard collection service shall include once-a-week collection of acceptable rubbish in properly placed automated containers in accordance with the provisions of this section.~~

H.

Points of collection. Automated containers shall be placed:

(1)

Within two feet of the curbline or where directed by the City.

(2)

At least ~~three (3)~~ **five (5)** feet away from all objects such as fences, mailboxes, utility poles, overhanging vegetation, etc. **or any item that may hinder the collection of barrels via fully and semi-automated vehicles,**

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(3)

So that the automated container handle is facing the dwelling unit.

(4)

At least three feet from recycling and yard waste containers.

(5)

At least **five (5)** feet away from parked vehicles.

I.

Prohibited material. Prohibited material shall include all materials prohibited under existing ordinances, and:

(1)

No toxic/hazardous or liquid waste as defined now or hereafter shall be deposited in any automated container intended for disposal.

(2)

Small-quantity generator wastes shall not be deposited in any automated container intended for disposal.

(3)

No infectious **and / or radioactive waste** shall be placed in any automated container. **If it is determined that radioactive material is found in the City's trash upon disposal at the designated transfer location, the resident who placed the material, at the discretion of the Direct, may be held liable for all costs incurred by the City for the proper disposal, fees, and / or fines related to the disposal.**

(4)

No rocks, concrete, asphalt, dirt, construction or demolition debris are to be placed in automated containers.

(5)

Yard waste and recyclables shall be separated from rubbish and placed in separate City-issued or -approved containers for separate collection. **If it is determined that yard waste is present in any rubbish / recycling bin, the container will not be collected. The resident / property owner will be responsible for properly separating the material. The City will then return on the next collection date, not before.**

(6)

No hot ashes and/or material capable of causing ignition or spontaneous combustion shall be placed in any automated container.

(7)

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No motor oil or other automotive fluids shall be deposited in any automated container.

(8)

The City reserves the right to prohibit or to place disposal restrictions upon any waste that may adversely affect the resource recovery facility or any disposal site or transfer station. This shall also extend to any item that may pose a risk to the health or safety of City employees. Disposal restrictions that may be implemented shall include but are not limited to item size restrictions, quantity restrictions, recycling regulations, special preparation requirements, and rubbish source documentation requirements.

(9)

The City may inspect residential **single family and** multifamily units for the purpose of evaluating waste generated and disposal practices for the purpose of determining compliance with this section. These inspections will be during normal working hours and will be carried out in such a manner as to minimize disruption. Failure to comply with a request will be deemed a violation and may, at the discretion of the Director, result in revocation of collection services.

J.

Enforcement. This section shall be enforced by the Director of Public Works, the Police Department, the Commissioner of Health and Human Services and the Commissioner of Housing or their duly authorized agents.

K.

Violation. **A violation of this section will result in a fine of $250. Any and all fines are issued to the property owner, not to the occupant, or lessee.**

L.

Fees.

(1)

Findings.

(a)

Solid waste collection and disposal services are in accordance with the government's police power to protect the public health, the State Sanitary Code 105 CMR 410, 410.601, 410.602 and 410.603, and City ordinances that require proper disposal of solid waste; and

(b)

The City of Springfield provides services which include the curbside collection and disposal of non-bulk-item solid waste recyclables and yard waste (City Services); and

(c)

MGL c. 44, § 28C, authorizes the City to charge a fee to cover the costs of said City services; and

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(d)

The costs of providing the City **Solid Waste** services **for** Fiscal Year **2024** are estimated to exceed **$13.4** million, and the costs in Fiscal Year **2025** are expected to increase to approximately **$14.3 million**; and

(e)

The City has determined that it should charge a fee to property owners who voluntarily elect to use the City services to defray in part the costs of providing the City services; and

(f)

The City has determined that as of July 1, 2012, and continuing thereafter until amended, the amount of the fee for services shall be $90 per each fiscal year per automated container.

(g)

The potential annual revenue from said trash fee based on expected usage has been estimated at approximately $4.3 million annually for fiscal year2024; and

(h)

On November 27, 2006, the Finance Control Board approved the creation of a Solid Waste Enterprise Fund pursuant to MGL c. 44, § 53F 1/2.

(2)

Pursuant to the authority granted under MGL c. 44, § 28C, and in order to defray a portion of the costs of providing solid waste collection and disposal services in the City of Springfield effective July 1, 2012, the City establishes a solid waste collection and disposal fee (trash fee) of $90, payable for each fiscal year, to be charged to the owner of each dwelling unit who voluntarily elects to receive such City services from the City of Springfield (hereinafter referred to as the "customer").

(3)

The Mayor is authorized to adopt rules and regulations for the implementation and administration of the fee.

(4)

The fee will be subject to the following terms and conditions:

(a)

The trash fee shall be charged to customers of DPW solid waste collection and disposal services who own property that is particularized as a recipient or user of the City services, and will not be charged to property owners who do not elect to use the City services for their properties.

(b)

The City will issue bills to all individuals or entities that own property and currently receive the City services. Such owners may choose to use the City's services by paying the trash fee, or may choose not to use the services by opting out. **If a property owner “opts out” of City of Springfield Trash Services,**

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the property will not be eligible for trash collection, recycle materials collection, yard waste collection, and bulk collection services. The City also reserves the right to have the property owner provide the City with the name and certification of any private trash hauler to ensure that they are properly certified by the City, and / or State for hauling services.

(c)

Individuals or entities who do not use the City's services may utilize any other method of disposal which does not endanger any person and complies with the State Sanitary Code and City ordinances. **The City may at any time request that the property owner provide the City with a contract that the property owner has entered into with a private trash hauling service to ensure that proper State of Massachusetts disposal regulation are being followed.**

(d)

Owners who opt out of the City trash service must coordinate with 311 to request the DPW to pick up the container.

(e)

Trash fees collected pursuant to this section shall be deposited in the Solid Waste Enterprise Fund, to be used to defray a portion of the City's costs of providing the services.

(f)

Effective July 1, 2012, and in each fiscal year thereafter, the trash fee shall be charged for each conforming container used by a customer.

(g)

The trash fee will be payable to the City in one installment, due and payable 30 days from the billing date.

(h)

The City shall grant an annual forty-dollar trash fee discount for the household of the owner of a single-family home or owner-occupied multifamily home who is: a) a veteran with a war-service-connected disability; b) a legally blind person; c) an indigent individual; or d) an individual over 65 years of age, as of July 1 of each year. Such discount will only apply to the owner-occupied primary residence, and will not apply to other trash services, such as bulk item stickers or extra trash stickers. Decisions on applications for discounts will be made by 311.

(i)

Property units owned by any government agency shall be exempt from the trash fee.

(j)

The City will not provide refuse collection services to any commercial unit, government property, condominium unit or multifamily buildings with more than three dwelling units.

(k)

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Property owners aggrieved by the denial of a discount or any other decision concerning the trash fee may appeal such determination to 311.

§ 327-6

Collection of bulk waste.

~~[Amended 5-20-2011]~~

A.

A parcel must be actively opted in to trash services **and be current with their payment of the trash fee** in order to take advantage of bulk pickup services **and Yard Waste Collection**. Yard Waste and bulk items (which is not yard waste) and all odd pieces of lumber, completely free of nails, shall be securely tied in bundles, the greatest dimension of which shall not exceed three feet in length and the weight shall not exceed 50 pounds. The bundle shall be stacked near the rubbish container on the regular collection day.

a. **One (1) sticker is required for each bulk item. Examples of bulk items include refirerators, air conditioners, dehumidifiers, chairs, tables, cribs, bed frames, sofas, fans, filing cabinets, TV's, plumbing fixtures, doors, windows, bicycles, barbeque grills, large toys, tires, lawn mowers, snow blowers, stoves, washers, dryers, rugs, etc.**
b. **Two (2) stickers will be required for the disposal of mattresses and box springs**
c. **Rugs must be cut up into 4-5 foot lengths, rolled and tied.**
d. **Items for bulk pick up will be collected by a phone request appointment. Please call 736-3111 to schedule an appointment. Appointments are generally made for collection on your trash day.**
e. **Yard Waste and Bulk Items (which is not yard waste) and all odd pieces of lumber, completely free of nails, shall be securely tied in bundles, the greatest dimension of which shall not exceed three feet in length and the weight shall not exceed 50 pounds. The bundle shall be stacked near the rubbish container on the regular collection day.**

[Amended 9-11-2017]

B.

The gross weight of a piece or bundle of bulky rubbish shall not exceed 100 pounds.

C.

The collection of bulk wastes from residences which purchase a bulk waste sticker in accordance with the provisions of this article (see § 327-1) may be arranged by calling the City's 311 Services Center for an appointment. No bulk items are to be placed on the tree belt unless a previous appointment has been made with the Department. This service shall apply to resident-owned items only.

[Amended 9-11-2017]

D.

Animal wastes created in large quantities shall not be collected by the Department.

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E.

Bulk items placed curbside labelled as "Free" or advertised on social media as available, will be a violation of this section if said materials are on the tree belt / curb line area for more than 48 hours. After 48 hours, Code Compliance and / or Police Ordinance Squads may also provide violation notices to the property owner.

F.

All mattresses and Box Springs to be collected as part of a bulk waste appointment, must be wrapped in water proof plastic bags that are easily available to residents. Mattresses and Box Springs that are not in plastic will not be collected and any mattresses and / or box springs that have been left out in the elements will not be collected.

G.

Due to regulation put in place by the State of Massachusetts DEP, Bulk Collection processes as of November 2022, require the City of Springfield to dispose of general bulk collection, mattresses / box brings, and electronics at different locations. This may cause separate collections at the same property on an appointment day due to materials being required to be placed in separate trucks.

H.

The collection of mattresses and box springs will be capped at a maximum amount of 15 units (mattresses / box springs or any combination thereof) per address per calendar year. No more than 5 unit (mattresses and box springs) will be collected on a single collection date.

I.

If it is determined by the City of Springfield, Department of Public Works that a resident and / or property owner is in violation of any sections of this ordinance or any of the other Solid Waste Ordinances, Trash Services may be revoked for the property. Revocation of Trash service will also include revocation of Recycling Collection, revocation of Bulk Collection, revocation of yard waste collection and non-participation in Household Hazardous Waste Collection days. Other items that may also result in revocation of trash service include:

a. Mistreatment of City of Springfield / Solid Waste Employees
b. Bringing Trash, Recycling, Bulk Items, yard Waste from other properties and / or other communities
c. Excessive Bulk Collection requests if it determined that the material exceed the "volume" expected in a dwelling unit
d. Extended non-payment of trash fee.
e. Transfer of bins, barrels or containers between properties.

§ 327-7

Placement of containers for rubbish, recycling and yard waste.

[Amended 5-20-2011]

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A.

Rubbish containers shall be placed on the tree belt, so as to be readily accessible to collection crews, no later than ~~6:30 AM~~ **6:00 a.m.** on the day of collection, except that no such container shall be placed upon said tree belt sooner than sunset on the day prior to collection nor shall said containers be caused to remain on said tree belt later than 12:00 midnight on the day of said collection. On streets and ways not possessing an area readily determinable as a tree belt, the containers shall be placed at or near the boundary of the traveled portion of such streets or ways, in such a manner so as not to interfere with the full use for travel of such streets or ways. No such containers, when presented for collection, shall be filled beyond their water level capacity, nor placed in such a manner as to interfere with the collection of mail from any mailbox located on the street and way.

B.

No person, except employees of the Department of Public Works or its authorized agent, shall remove, handle or otherwise disturb the container or containers or other material which have been placed on the City tree belt for servicing by the refuse collectors; provided, however, that this subsection shall not prohibit the owner, agent, occupant, lessor or tenant of a residence or dwelling from removing the contents of a container or other material placed on the tree belt thereof for servicing by said refuse collectors.

[Amended 9-11-2017]

C.

Any violation of this section or any part thereof shall be punishable by a fine not to exceed $250.

§ 327-8

Sidewalks and passageways to be kept free from obstructions, snow and ice.

Unless sidewalks and passageways are kept free from obstructions and kept clear of snow and ice for a reasonable width from the curbline to the location of the standard garbage container, the Division of Waste Disposal need not collect garbage. **Any residents who have a medical exemption where DPW employees enter private property to collect trash / recycling containers, must also provide free and clear passage, especially snow and ice.**

§ 327-9

No extra service when collection refused for noncompliance.

[Amended 5-20-2011]

When the collection of rubbish, recycling and yard waste is refused because of failure to comply with any of the provisions of this article, the **Solid** Waste Division of the Department of Public Works shall not furnish collection service again until the next regular period and the owner shall remove from the curb such rubbish, recycling and yard waste.

§ 327-10

Notification of possible fire or health hazards.

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[Amended 5-20-2011]

When the collection of rubbish, recycling and yard waste is refused because of failure to comply with any of the provisions of this chapter, the Director of Public Works or the Deputy Superintendent of Waste Disposal shall notify the Commissioner of Public Health, the Housing Commissioner or the Chief of the Fire Department, if, in the opinion of such Superintendent or Deputy Superintendent, a health or fire nuisance may result from the failure of an owner, agent, occupant, lessor or tenant of a premises to comply with such provisions.

If it is determined that a resident has disposed of any radioactive material, the City may fine the resident up to the amount of regulatory fine issued to the City by DEP and / or the trash disposal vendor, and or any special disposal costs incurred by the City

Radioactive Trash includes items such as Kitty litter, diapers, tissues and other absorbents that have touched fluids from patients or pets undergoing nuclear medicine treatment are radioactive.

§ 327-11

Applicability to industrial plants.

[Amended 5-20-2011]

The service rendered by the Department of Public Works in collecting rubbish, recycling and yard waste shall not extend to manufacturing industrial plants or generators of hazardous waste nor shall it include the removal of any material which has accumulated as a result of construction, building or market operations.

§ 327-12

City not liable for damages.

Nothing in this article shall be construed as holding the City liable in any manner for any loss or damage resulting from the entrance of collection crews on private property in performance of their duties.

§ 327-13

Litter and overgrowth.

[Amended 6-14-1988; 12-11-1989; 8-18-1993; 12-21-1994; 7-20-2006; 5-23-2008; 9-24-2009]

A.

Litter in public places. No person shall throw or deposit litter in or upon any street, sidewalk or other public place within the City except in public receptacles for that purpose, authorized private receptacles for collection, or in an official City disposal area.

B.

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Placement of litter in receptacles so as to prevent scattering. Persons placing litter in public receptacles shall do so in such a manner as to prevent such litter from being carried or deposited by the elements on any streets, sidewalks, or other public place or upon private property.

C.

Sweeping litter into gutters prohibited. No person shall sweep into or deposit into any gutter, street or other public place within the City the accumulation of litter from any building or lot or from any public or private sidewalk, driveway or property. Persons owning or occupying property shall keep the sidewalk and/or tree belt abutting their premises free of litter.

D.

Residential Property Owners and Merchants duty to keep sidewalks free of litter. No person owning or occupying a place of business **or residence** shall sweep into or deposit in any gutter, street or other public place within the City the accumulation of litter from any building or lot or from any public or private sidewalk, driveway or property. Persons owning or occupying a place of business within the City shall keep the sidewalk and/or tree belt abutting their business free of litter.

E.

Litter thrown by persons in vehicle. No person shall throw or deposit litter upon any street or any other public place within the City or upon private premises while a driver or passenger in a vehicle.

F.

Truck loads causing litter. No person shall drive or move any truck or other vehicle within the City unless such vehicle is so constructed or loaded so as to prevent any such load, contents or litter thereof from being blown or deposited upon any street, alley or other public place or upon any private premises; nor shall any person drive or move any vehicle or truck within said City, the wheels or tires of which carry onto or deposit in any street, alley, or other public place any mud, dirt, sticky substances, litter or foreign matter of any kind.

G.

Litter in parks and property under control of Parks Department or Conservation Commission.

(1)

No person shall throw or deposit or cause to have thrown or deposited litter of any kind within any park or on a terrace, triangle, traffic island, circle or dingle under control of the Park Department **or Department of Public Works** except in public receptacles provided for the purpose therefor and it shall be deposited in such manner that the litter will be prevented from being carried and/or deposited by the elements upon any part of said parks or the aforementioned public properties. **(Fine: $250.)**

(2)

No leaves, tree branches, grass or evergreen clippings, winter sand and/or sand and salt mixture, rocks, litter, rubbish, garbage or any other material shall be brought to and deposited in any manner on any park property. **(Fine: $250.)**

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(3)

No person, herein designated as a firm, individual, corporation, organization, employee, agent or servant of any kind, shall deposit or cause to have deposited on public property or in public receptacles within the confines of any parks or public property by any such person any litter, other than that obtained as a result of use in said park or said public property. **(Fine: $250.)**

H.

Litter in lakes, rivers, streams and fountains. No person shall throw or deposit, abandon or leave, or cause to have thrown or deposited, abandoned or left, along the shoreline or abutting property of any lake, river, stream or like body of water situated within or bounding on the limits of the City, or in any fountain or like structure situated within said City, any automobiles, or parts thereof, building materials, litter, garbage, rubbish or material of any kind.

I.

Handbills, posters and political signs.

(1)

No handbills, posters, political signs, or articles of any kind promoting businesses or organizations shall be affixed to any building, tree, fences, or any other structures in any park or property controlled by the Park Department of the City **or by the Department of Public Works** or affixed to any trees, shrubs or structures, **traffic signal, mast arms**, etc., owned or maintained by the City **and / or private utility entity (Eversource, Verizon, etc.)** on a public tree belt or other public property within the confines of the City, nor shall any such handbills, posters, political signs or other articles as described in this chapter be erected or placed in or upon any public property within the confines of said City. **No handbills, posters, political signs or articles, may also not be placed in the ground in any City right-of-way. If any items are placed within the City's Right-of-Way, the signs will be removed and the entity who placed the signs will be liable of a fine in the amount of $250.**

(2)

Throwing or distributing handbills in public places. No person shall throw, deposit, or discard any handbills in or upon any sidewalk, street, alley or other place to which the public has a right of access within the City or cause to have thrown, deposited or discarded any handbill in or upon any sidewalk, street, alley or other place to which the public has a right of access within the City. This subsection shall not be construed to prohibit the right guaranteed by the First Amendment of the Constitution of the United States.

(3)

Placing handbills on vehicles. No person shall throw or deposit any handbill or cause to have thrown or deposited any handbill in or upon any unoccupied vehicle in or upon any public property to which the public has a right of access.

(4)

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Prohibiting distribution of handbills where posted. No person shall throw, deposit or distribute or cause to have thrown, deposited or distributed any handbill upon any private premises if requested by anyone thereon not to do so, or if there is a sign, placed in a conspicuous position near the entrance of said private premises, bearing the words "No Trespassing," "No Peddlers or Agents," "No Advertisement," or any similar notice which indicates in any manner that the occupants of said premises do not desire to be molested or have their right of privacy disturbed or to have any such handbills left upon said premises.

(5)

Depositing handbills on uninhabited or vacant premises. No person shall throw, deposit or dispose or cause to be thrown, deposited or disposed any handbill in or upon any private premises which are temporarily or continuously uninhabited or vacant; nor shall any person post or cause to have posted any handbills except with the permission of the owner on any such private premises.

(6)

Distributing handbills at inhabited private premises. No person shall throw, deposit or distribute or cause to have thrown, deposited or distributed any handbill in or upon private premises which are inhabited except by handling or transmitting any such handbill directly to the owner, occupant, or other person then present in or upon such private premises; provided, however, that in the case of any prohibition as set forth in Subsection I(4) of this section, a person may place or deposit any such handbill in or upon such inhabited private premises, provided such handbill is placed or deposited so as to assure or prevent the handbill from causing littering of the premises or sidewalks, streets, alleys or other public places, except that mailboxes may not be so used when prohibited by federal postal laws or regulations.

(7)

Exemption for mail and newspapers. The provisions of this section shall not apply to the distribution of mail in the United States, nor to newspapers, as defined in § 327-1, except that newspapers shall be placed on private property in such a manner as to prevent their being carried or deposited by the elements upon any sidewalk, street, alley, or other public place or upon any private property.

J.

Dropping litter from aircraft. No person in any aircraft shall throw out, drop or deposit or cause to have thrown out, dropped or deposited within the City any litter, handbills or any other materials.

K.

Posting notices prohibited. No person shall post or affix any notices, poster, handbill or other paper or device calculated to attract the attention of the public to any traffic or lamppost, public utility pole or public shade tree or upon any public structure or building except as may be authorized or required by law.

L.

Litter and overgrowth.

(1)

Litter and overgrowth on occupied private property.

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(a)

No person shall throw or deposit or cause to have thrown or deposited any litter on any occupied private property within the City, whether owned by such person or not, except that the owner or person in control of private property may maintain authorized private receptacles for collection in such a manner that litter will be prevented from being carried or deposited by the elements upon any street, sidewalk, alley or other public place, or upon any private property. The owner or person in control of any private property shall at all times maintain the premises free from litter and overgrowth.

(b)

Litter in common areas of multiple-dwelling-unit buildings. No person shall throw or deposit or cause to have thrown or deposited any litter in or on the common areas of any building which contains two or more dwelling units, except that the owner or person responsible for the building, or any tenant with the approval of the owner or person responsible for the building, may maintain private receptacles for collection in such common areas. The owner or person in control of any building which contains two or more dwelling units shall at all times maintain the common areas of that building free from litter. Common areas shall include but not be limited to hallways, cellars, garages, sheds, and porches.

(2)

Litter and overgrowth on vacant lots. No person shall throw or deposit or cause to have thrown or deposited any litter on any open or vacant property within the City, whether owned by such person or not. The owner or person in control of any such vacant property shall at all times maintain the premises free from litter and overgrowth.

(3)

Clearing of litter and overgrowth from private property by City.

(a)

Notice to remove. The City, through its Housing Department, shall have, as provided by Chapter 139 and Chapter 111 of the Massachusetts General Laws, the power to abate a nuisance or health hazard caused by any such litter or overgrowth; and shall have the powers by virtue of said General Laws and any ordinance relative thereto or in amendment hereof as heretofore or hereinafter ordained. Further, nothing contained in this section shall be construed to be in conflict with any provisions of said laws or ordinances but shall be in addition to and in compliance with the provisions therein set forth. The Commissioner of Housing is authorized to notify the owner, his agent or any person in control of said property within the City, vacant or otherwise, to remove and dispose of litter or overgrowth located on the property. Such notice shall be by registered or certified mail, return receipt requested, addressed to the owner, agent, or person in control of the property by any person authorized to serve civil process, or posted on said property for a period of not less than seven days. Such notice shall include a statement that upon the failure, neglect or refusal of any owner, agent, or person in control of said property, so notified, to dispose of litter or overgrowth, the City may request to enter upon the property, with the voluntary consent of the owner, agent or person in control of said property or by court order, to remove and dispose of said litter and overgrowth.

(b)

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Action upon noncompliance. Upon the failure, neglect or refusal of any owner, agent, or person in control of said property, so notified, to properly dispose of said litter or overgrowth within five days after receipt of written notice as provided in this section, or within seven days after the date of such notice in the event the same is returned to the Post Office Department because of the inability to make delivery thereof, provided the same was properly addressed to the last known address of such owner, agent or person in control of said property, or within seven days after the end of the period for posting said property, the Commissioner of Housing is authorized and empowered to make any necessary request or to initiate the necessary court proceedings and pay any and all costs incidental to the removal and disposition of the litter or overgrowth.

(c)

Charge for removal. When the City has **affected** by itself or its duly authorized agent the removal of the litter or overgrowth or has paid for the removal of the litter or overgrowth, a bill for the actual cost thereof, if not paid by such owner prior thereto, shall be forwarded to such owner by the City and such charge shall be due and payable within 30 days.

(d)

Charge included in tax bill; recordation constitutes lien.

[1]

In the event that the full amount due the City is not paid by such owner within said 30 days from the date of billing, as provided in this section, the Commissioner of Housing shall cause to be recorded in the office of the City Clerk a sworn statement showing the cost and the expense incurred for the work, the date the work was done, and the date of the billing as provided in this chapter in Subsection L(3)(c). The City Clerk shall forthwith cause said statement to be recorded in the Hampden County Registry of Deeds in the manner required.

[2]

Upon such recordation of the statement by the City Clerk in the Hampden County Registry of Deeds, the actual cost for the removal of the litter or overgrowth shall be charged to the owner of such property on the next regular tax bill forwarded to such owner by the City, and the charge shall be due and payable by said owner at the time of payment of such bill.

[3]

The recordation of said statement shall constitute a lien and privilege on the property, and shall remain in full force and effect for the amount due in principal and interest, plus costs of the court, if any, for collection, until final payment has been made. Said cost and expense shall be collected in the manner fixed by law for the collection of taxes and shall be subject to a delinquent penalty at the same rate as that on unpaid tax bills in the event the same is not paid in full on or before the date the tax bill upon which said charge appears becomes delinquent. Sworn statements recorded in accordance with the provisions as set forth in this section shall be prima facie evidence that all legal formalities have been complied with and that the work has been done properly and satisfactorily, and shall be sufficient notice to every person concerned that the amount of the statement, plus interest, constitutes a charge against

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the property designated or described in the statement and that the same is due and collectible as provided by law.

M.

Violations and penalties. This section may be enforced through noncriminal disposition pursuant to MGL c. 40, § 21D, or through the criminal process. A person violating any provision of Subsections A through L of this section shall be fined $100 for the first offense, $200 for the second offense, and $300 for the third or subsequent offenses. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such under the provisions set forth in this chapter. In the event a motor vehicle is used in the violation of any of the provisions of this section, it shall, upon conviction, be reported by the court to the Registrar of Motor Vehicles and action requested on suspension of the license of the operator of such vehicle, and if it appears from the records of the Registrar of Motor Vehicles that the person so convicted is the owner of the motor vehicle, a request to suspend for a period of time specified by the Registrar of Motor Vehicles the certificate of registration of said vehicle shall be made. The provisions of this section shall not be applicable to any dumping ground approved by the Director of Public Works.

§ 327-14

Unregistered motor vehicles.

[Amended 9-15-1987]

A.

Whoever, being the owner, occupant, or in control of real estate, permits, allows or suffers an unregistered motor vehicle or a substantial part of such motor vehicle to remain on said premises for a period in excess of 12 days shall be punished by a fine of not less than $10 nor more than $50; and each day that such unregistered motor vehicle or a substantial part thereof is permitted, allowed or suffered to remain on said premises in excess of 12 days constitutes a separate offense.

B.

This section shall not apply to an unregistered motor vehicle or part thereof which is stored within a garage or other closed structure nor shall it apply to an unregistered motor vehicle or part thereof upon the premises of the following persons:

(1)

One who is duly licensed to deal in motor vehicles under MGL c. 140, § 58.

(2)

One whose principal business is the towing and storage of motor vehicles.

§ 327-15

Shopping carts.

[Added 6-14-1988]

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A.

All supermarkets, retail and discount stores, and any other businesses which provide shopping carts for the use and convenience of their customers shall comply with the following requirements in order to prevent the disposal of the carts as waste or litter interfering with the use of public and private property, including bodies of water:

(1)

Every shopping cart used on any premises must have permanently affixed thereto the name, address and telephone number of the store or business by which it is being utilized.

(2)

Shopping carts so identified may not be utilized off of the private property belonging to the store identified thereon. Signs informing the public of this requirement shall be prominently located at the entrance to and exit from the store or business.

(3)

A store or business utilizing such carts shall be responsible for taking proper action to ensure that carts are not removed from its property in violation of this section.

B.

Any shopping cart that is found on any public property other than that of the business utilizing same shall be immediately removed from said property by said business upon notification. Any costs expended by any City department in the removal of said cart shall be paid by the business responsible for the cart. Additionally, for any cart found on public property a fine of $50 may be assessed against said business for its failure to comply with the requirement of Subsection A(3) of this section.

§ 327-16

Purpose and intent.

A.

The City of Springfield now participates in the Western Massachusetts Regional Recycling Program, which includes delivery of recyclables **to a designated vendor's recycling processing facility**; and the Commonwealth of Massachusetts has promulgated recycling rules (formerly known as "waste bans") which restrict the disposal of certain recyclable items at solid waste landfills and incinerators in Massachusetts (310 CMR 19.017). The restricted materials are: lead batteries, leaf waste and yard waste, white goods, recyclable aluminum, metals and glass, all grades of recyclable paper, single-polymer plastics, cathode ray tubes in televisions and old computers. Compliance with the recycling rules may be accomplished through reducing the amount of solid waste generated in buildings throughout the City and by recycling and composting materials to the fullest extent possible; and public support for recycling and composting has been demonstrated throughout the City.

B.

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The following policies are hereby adopted by the City of Springfield with respect to efficient management of solid waste, for the promotion of the health and welfare of its citizens and for the protection of the environment. The City of Springfield hereby declares its goal of requiring all buildings in the City to implement recycling programs. The City of Springfield further declares its goal of encouraging all residents, municipal offices, commercial businesses, and institutions to reduce the amount of solid waste they generate by recycling to the fullest extent possible.

C.

The City hereby further declares that the implementation of this policy shall proceed within the bounds of sound fiscal management and in contemplation of advances in recycling collection and processing technology, in an orderly fashion with all due speed. This article has been created because of the great interest by the citizens of the City of Springfield in preserving the environment by reducing the amount of refuse sent to landfills and incinerators. It shall be the policy of the City of Springfield to reduce the amount of refuse generated and to require recycling and composting to the fullest extent possible.

§ 327-17

Definitions.

[Amended 5-20-2011; 9-11-2017]

For the purposes of this article, the following words, terms, and phrases shall have the meanings respectively ascribed to them in this section, except where the context clearly indicates a different meaning:

ACCESS

The implementation of a recycling program that provides the opportunity to recycle for residents, tenants, or occupants of all buildings. The recycling program must be as convenient as rubbish collection whenever possible.

CART

A barrel of approximately 95 gallons, with wheels and a lid, used for storage of recyclables and designed for mechanical loading into a recyclables collection vehicle.

CITY

The City of Springfield, Massachusetts.

DESIGNATED HAULER

A company in the business of collecting and transporting recyclables generated in the City **to a designated vendors recycling processing facility**, and entering in an agreement with the City of Springfield, by which terms the hauler is entitled to bring recyclables to the facility.

DIRECTOR

The Director of the Department of Public Works or his/her duly authorized representative.

DROPOFF

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The transport and deposit of recyclable materials at a City-approved location.

DWELLING UNIT

Any building or portion thereof that contains living facilities (which provide for sleeping, eating, cooking, and sanitation) for not more than one household.

HAULER'S REPORTING FORM

The form required by the Department of Public Works to be submitted by each hauler working in the City that allows it to report on the status of the recycling program for each of its multiple-family building customers.

HAZARDOUS WASTE

All waste of an ignitable, corrosive, reactive or toxic nature.

MULTIFAMILY BUILDING

Any residential building with four or more dwelling units and fewer than 40, including apartments, cooperatives, condominiums, group houses, rooming houses or boardinghouses.

MULTIFAMILY COMPLEX

A building parcel located in the City that contains 40 or more dwelling units.

MULTIPLE COMMUNITY LOADS

Paper or containers that have been collected from two or more communities.

MULTIPLE-FAMILY RECYCLING PLAN FORM

The form required by the Department of Public Works to be submitted by each property owner or manager of a multifamily complex that identifies how it is complying with the requirement to offer tenants access to a recycling program.

PROPERTY OWNERS AND MANAGERS

Those individuals or businesses responsible for providing waste management services for a building located in the City.

RECYCLABLES or RECYCLABLE MATERIALS

The discarded nonhazardous waste material that may be reclaimed and is considered to be marketable. Such material shall include, initially, newspaper, corrugated cardboard, white paper, magazines, telephone books, milk and juice cartons, drink boxes, plastic bottles #1 through #7, unbroken containers of flint, green and brown glass, tin (steel) cans, **mattresses, box springs**, and aluminum cans and foil. The list of recyclables may be expanded or contracted from time to time as determined by the Director of Public Works and can be located on the Trash Billing Website at http://www.springfield-ma.gov/dpw/index.php?id=single_stream.

§ 327-18

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Establishment of program.

There is hereby established in the City of Springfield a program for the mandatory separation of recyclable and compostable materials from refuse which shall apply to all buildings in the City of Springfield and will be carried out under the supervision of the Director of the Department of Public Works (DPW). The City shall participate in the Department of Environmental Protection's (DEP) Western Massachusetts Regional Recycling Program which allows the City to deliver its recyclables to a **designated vendors recycling processing facility in the Springfield area**. The DPW maintains its membership in the DEP's program through participation on the MRF Advisory Board.

§ 327-19

Mandatory separation of recyclable materials.

It shall be mandatory for each occupant in the City of Springfield to separate all designated recyclable materials from other refuse in accordance with the provisions of this section:

A.

Buildings which receive City solid waste collection services. It shall be mandatory for each owner or occupant of a building which receives City solid waste collection services to separate from other refuse all recyclable materials designated by the Director. This requirement shall also apply to all City-owned buildings, including schools.

B.

Buildings which do not receive City solid waste collection services. It shall be mandatory for each owner or occupant of a building which does not receive DPW solid waste collection services to separate all designated recyclable materials from other refuse. Owners or occupants are encouraged to contract with their hauling companies for the collection and recycling of materials and are responsible for the costs.

§ 327-20

Collection of recyclable materials.

[Amended 5-20-2011; 9-11-2017]

A.

Single-family dwellings up to three-family dwellings and grandfathered small businesses. For each household and small business for which the DPW provides rubbish collection services, the DPW will offer access to the City's recycling program. The DPW will make every effort to offer access to a recycling program at least as convenient as rubbish collection. All households and businesses located in the City will be granted access to the recyclables dropoff program located at the Bondi's Island Recycling Depot.

(1)

As long as funds are available, the City will provide one household recycling cart issued by DPW to each dwelling unit where rubbish collection services are also offered. The City shall retain ownership of all its household recycling carts, and the occupant of each dwelling unit shall take proper care to protect such

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receptacle from loss or damage. Carts that are lost or stolen will be replaced by the City under the following conditions (and as long as the City's supplies last):

(a)

If a resident claims his/her cart has been stolen.

(b)

If resident claims his/her cart is broken, the broken cart must be exchanged for the new cart when delivered.

(2)

The City shall determine the number of household recycling carts to be provided for each individual building. The City shall retain ownership of its household recycling carts, and the owner or owners of the building shall take proper care to protect such containers from loss or damage.

(3)

All recycling carts shall be placed at the curbside every other week for collection by ~~6:30 AM~~ **6:00 a.m.** on the designated day of collection. The cart shall be placed on the outer edge of the sidewalk so as to not obstruct the free passage of pedestrians.

(4)

Recyclables shall not be placed in plastic garbage bags for collection, removal or disposal. Recyclables shall not be placed in the same refuse containers as rubbish or mixed with rubbish or litter for collection, removal or disposal. If separation of recyclable materials from rubbish does not take place, the City may decide not to collect said rubbish.

(5)

Upon placement of recyclables at the curbside, such recyclables shall become the property of the City. It shall be a violation of this section if any person, other than authorized agents of the City acting in the course of their employment or contract, collects or causes to be collected any recyclables so placed. Each and every such collection in violation hereof from one or more locations shall constitute a separate and distinct offense. Any violator of this subsection shall make restitution to the City for the value of recyclables illegally removed.

B.

Multiple-family dwellings of four or more units and fewer than 40 units.

(1)

Property owners and managers of multiple-family dwellings of four or more dwelling units and fewer than 40 units that do not receive City rubbish collection services shall do the following to ensure compliance with this mandatory recycling article: Property owners and managers shall be responsible for providing their tenants access to a recycling program. Every effort will be made for the building's recycling program to parallel its rubbish collection program in order to provide convenient access for

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tenants. Property owners and managers must notify tenants in writing at the time of renting or leasing and at least annually thereafter about participation in the building's recycling program. Tenants will be provided with the following information:

(a)

Reasons to reduce and recycle solid waste;

(b)

Which materials are collected;

(c)

How to prepare the materials in order to meet the processing requirements;

(d)

Collection methods and location of collection sites; and

(e)

A contact person or company, including a name, address, and telephone number.

(2)

Property owners and managers may self-haul recyclable materials to the City's drop-off recycling depot at the Bondi's Island Landfill. A receipt will be given to property owners and managers to serve as proof of delivery.

(3)

As a requirement to operate in the City, haulers will be required to provide a list of their multiple-family building customers and indicate if a recycling program has been established and maintained. The DPW will provide each hauler with a hauler's reporting form that will be submitted to the Director of Public Works on a semiannual basis: January 1, July 1.

C.

Multiple-family complexes with 40 or more dwelling units.

(1)

Property owners and managers of multiple-family buildings or complexes which contain 40 or more dwelling units and which contract for private refuse collection services will provide occupants with access to a recycling program through contractual arrangements with their haulers.

(2)

Property owners and managers must provide the DPW with a recycling plan that indicates how they will offer their tenants access to a recycling program. A recycling plan will be done for each property for which the property owner and manager is responsible.

(a)

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Each recycling plan will cover the following items:

[1]

Program contact person and phone number;

[2]

Methods to be used for collection, including types of containers;

[3]

Frequency of collection;

[4]

How tenants are educated; and

[5]

Name of hauler under contract.

(b)

The DPW staff will provide each property owner and manager of multifamily properties of 40 or more dwelling units with a multifamily recycling plan form. Recycling plans are to be implemented within 120 days of approval and submitted annually thereafter on July 1.

(c)

Recyclables must be collected from each property at least once every two weeks.

(d)

Commercial haulers are strongly encouraged to deliver recyclables collected from multifamily properties to the Springfield Materials Recycling Facility and will be automatically counted toward the City of Springfield's recycling rate.

(e)

Property owners and managers must notify tenants in writing at the time of renting or leasing and at least annually thereafter about participation in the building's recycling program. Tenants will be provided with the following information:

[1]

Reasons to reduce and recycle solid waste;

[2]

Which materials are collected;

[3]

How to prepare the materials in order to meet the processing requirements;

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[4]

Collection methods and location of collection sites; and

[5]

A contact person or company, including a name, address, and telephone number.

D.

Businesses and nonprofit establishments. All businesses and nonprofit establishments in the City of Springfield, including commercial business customers of the DPW, shall establish an on-site recycling program. The business or nonprofit can sell or exchange at fair market value its own recyclable materials or may contract with a designated hauler to deliver them to the MRF.

(1)

Designated recyclable materials to be collected from businesses and nonprofits shall recycle the materials listed below or other nonlisted materials which are approved by the Director. Materials should be prepared and/or separated in a manner mutually acceptable to the hauler and the business. The business recyclable materials are as follows:

(a)

Aluminum cans;

(b)

Magazines and catalogs;

(c)

Computer paper/copy paper;

(d)

Tin/steel cans;

(e)

Corrugated cardboard;

(f)

Paperbacks and phone books;

(g)

Glass bottles;

(h)

Mixed office paper (junk mail);

(i)

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Plastic containers;

(j)

Newspaper.

(2)

The City of Springfield reserves the right and authority to add or delete other materials to the above list. The Director will consider substitutions for items on the list on a case-by-case basis.

(3)

Schedules and locations. The business and the hauler shall mutually agree upon recycling collection schedules and pickup locations. The City is not responsible for any problems, unauthorized collections, liabilities, or any other difficulties that arise between the hauler and the business.

(4)

Promotion and education. A business subject to this subsection is responsible for notifying and continually educating its employees on recycling issues and practices through a formal and ongoing education campaign. Every business shall distribute to every new employee in hand within seven days of employment, and to all existing employees at least annually and by posting in a common area, general recycling information and current program recycling guidelines. In the case of a multitenant building, the building owner or manager must distribute general recycling information and current program recycling guidelines to every tenant housed in the building within 30 days of occupancy and to all tenants housed in the building annually.

§ 327-21

Private haulers.

A.

It will be the responsibility of property owners and managers of multifamily buildings, businesses, and nonprofit establishments to provide access to recycling for their tenants or employees through a contractual arrangement with haulers working in the City of Springfield. The haulers providing the ongoing recycling collection services shall be responsible for furnishing, maintaining, and replacing all common-area recycling containers and collection vehicles which are deemed necessary in the recycling program. The hauler shall be responsible for the collection, intermediate storage or transfer, transportation, and delivery to the MRF for residential recyclables or another DEP-approved processing facility for business recyclables.

B.

All haulers who collect solid waste and/or recyclable material from any building in the City of Springfield must comply with all applicable federal, state, and local laws, ordinances, rules and regulations.

C.

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Recycling collection schedules and pickup locations shall be mutually agreed upon by property managers/owners, businesses, nonprofit establishments and the haulers. The City is not responsible for any problems, unauthorized collections, liabilities, or any other difficulties that arise between the haulers and their customers.

D.

Containers provided by haulers for recyclables, including compactors, shall be clearly labeled in English and in other languages if appropriate, including indicating the materials to be placed in the container and the word "recycle" or "recyclable" or the "chasing arrows" recycling symbol.

E.

Containers used to collect the recyclable material should have adequate capacity and durability to function efficiently and meet the spatial constraints of the building. The type of containers used for collection of recyclables will be established between the owner/manager and the hauler.

F.

Containers located outdoors shall be covered or otherwise secured to prevent material from blowing, leaking or falling out and to protect the materials from vector populations and the elements. The building property owner/manager shall maintain all recycling areas in a clean, sanitary and litter-free manner.

G.

Indoor common area collection/storage areas shall be established in accordance with appropriate City of Springfield fire and/or safety codes. Exterior recyclables storage areas shall be established in accordance with City of Springfield requirements for solid waste enclosures.

H.

The recycling containers at a multifamily property shall be placed in a location or locations at least as convenient to tenants as the trash receptacles, including trash chutes, insofar as is practical given space limitations.

I.

Hauler reports. As a requirement to work in the City, haulers will be required to submit a haulers reporting form to the DPW on multifamily buildings with four or more dwelling units and fewer than 40 dwelling units. The report forms will be supplied by the DPW and will be due on a quarterly basis January 1, April 1, July 1, and September 1. When the specified quarterly report dates fall on a Saturday, Sunday or legal holiday, the report is due on the next business day. Reporting forms will be supplied by the Springfield DPW.

(1)

The data on the forms will include: multifamily building address, telephone number of owner/manager, and the identification of an established recycling program. Haulers will not be responsible for the establishment of a program unless contracted by the owner/manager. The haulers report asks only for information as to whether a recycling program exists.

Attachment: § 327 (September 2024) - For City Council (8242 : An Amendment to Chapter 327, Solid Waste)

(2)

All such reports, data, and information, once received by the City of Springfield DPW, shall become the property of the City of Springfield and will be considered confidential information.

§ 327-22

Designated hauler status.

A.

Haulers will only be allowed to deliver loads of recyclables from the City of Springfield to the MRF if the City of Springfield recognizes them as a designated hauler. In order to receive such a designation from the City of Springfield, the hauler must enter into an agreement with the City by submitting a designated hauler agreement to be approved by the Director. Designated haulers will agree to the following conditions:

(1)

The hauler shall work with the DEP and operator of the MRF to coordinate the delivery of recyclables to the facility.

(2)

The hauler shall be entitled to deliver only those recyclables which the operator is contractually obligated to accept; those items may be expanded or limited from time to time by mutual agreement of the City of Springfield, DEP, and the operator.

(3)

The hauler shall not deliver any hazardous waste to the MRF.

(4)

The operator shall be entitled to reject loads containing in excess of 10% by weight of nonrecyclable materials as determined by the operator and confirmed by the DEP's representative at the facility. The hauler shall be responsible for the disposal of and any costs associated with any rejected loads. In the event the operator elects to accept such a load, the operator may be entitled to recover the costs of disposal of nonrecyclable materials directly from the hauler.

(5)

In the event that the origination of the contamination can be determined, the hauler may refuse to collect the recyclables upon notifying such customers of the reason for refusal and shall notify the City of any customer who continues with repeated offenses.

B.

In the event of an MRF shutdown for an extended period and if no other markets for the recyclables can be found by the City or hauler, it shall be solely the responsibility of the hauler to find alternative disposal for and to pay any costs associated with the disposal of the recyclables.

Attachment: § 327 (September 2024) - For City Council (8242 : An Amendment to Chapter 327, Solid Waste)

C.

If a hauler elects to collect and deliver to the MRF a load of recyclables from multiple communities, including the City of Springfield, the hauler shall provide to the City and DEP a copy of the multiple-community load agreement signed by the City and participating municipalities. In the event of a rejected load, all charges shall be the responsibility of the hauler.

D.

In the event a hauler fails to comply with any of the terms and conditions set forth above, the City shall first notify the hauler of such failure and work with the hauler to remedy the situation. In the event the hauler is unable to remedy such noncompliance to the satisfaction of the City and the DEP, the City may, at its sole discretion, suspend, modify, or terminate the rights of the hauler as a designated hauler. Circumstances under which the City may exercise such remedies include, without limitation, the following:

(1)

Failure to cooperate with DEP and the operator in coordinating deliveries to the MRF.

(2)

Failure to supply the City and operator with information on multiple-community loads.

(3)

Failure to pay rejected load charges.

(4)

Repeated failure to accurately complete or submit the haulers reporting form.

§ 327-23

Registration required; fee.

No person, except City employees in the prosecution of their employment, shall remove or transport through any street or passageway in the City any garbage, offal or other offensive substance, unless he shall have registered with the Commissioner of Health and paid the sum of $2 for such registration, and unless he removes and transports such substances in accordance with rules and regulations of the Public Health Council. The Commissioner of Health shall issue to each person so registering a certificate of such registration and payment.

§ 327-24

License contents; recording.

A.

Every license and every certificate issued under the provisions of § 327-23 of this chapter shall state that it is issued subject to the provisions of the City ordinances and all rules of the Public Health Council now existing, or which shall hereafter be made, and subject to forfeiture for any violation thereof.

Attachment: § 327 (September 2024) - For City Council (8242 : An Amendment to Chapter 327, Solid Waste)

B.

All such licenses and certificates shall be recorded by the Commissioner of Health in a book to be kept for the purpose.

C.

A book shall also be kept in the office of such Commissioner wherein application for the services of the parties licensed in this chapter shall be entered, and such applications shall receive attention in the order in which they are made.

§ 327-25

Violations and penalties; revocation of license.

Any person violating any of the provisions of §§ 327-23 and 327-24 of this chapter shall be punished as provided in § 1-25 and by a forfeiture of his license hereof.

§ 327-26

Declaration of nuisance; order of abatement.

A.

Whenever there shall be growing on any property ragweed or other species of weed, plant or growth which is noxious or detrimental to the public health, or the seed, pollen or other emanation whereof, when carried through the air or otherwise dispersed, is noxious or detrimental to the public health, the Commissioner of Public Health may take and file upon his records what he shall regard as sufficient proof to authorize a declaration that the existence of any such growth is a nuisance or is dangerous to the public health, and may thereupon enter the same upon his records as a nuisance and order the same to be removed, destroyed or otherwise abated on any property wherever found.

B.

The Commissioner of Public Health shall notify, in writing, the owner, lessee, occupant of, or principal person or persons interested in such property of the nuisance created by such weeds, plants or growth, and order them, in writing, to remove, destroy or otherwise abate such nuisance.

§ 327-27

Declaration of danger from pollination.

The Commissioner of Public Health may also take and file among his records what he shall regard as sufficient proof to authorize a declaration that at any season or period of the year there exists a particular and imminent danger to the public health by reason of the approaching period of pollination of any such growth and may enter such determination upon his records.

§ 327-28

Failure to comply with order.

Attachment: § 327 (September 2024) - For City Council (8242 : An Amendment to Chapter 327, Solid Waste)

If any order issued under this article is not complied with within five days after receipt of the same, or within such shorter time as the Commissioner of Public Health may specify, the Commissioner may enter upon any such property and remove and destroy any weeds, plants and growth noxious or detrimental to the public health.

§ 327-29

Removal by Park Department.

A.

In removing and destroying such weeds, plants or growth, the Park Department is authorized and shall act as agent and a means of the Commissioner of Public Health in effecting such removal, destruction or abatement.

B.

In the event that the Park Department is so employed, it shall certify and transmit to the Commissioner of Public Health its expense in the execution of the order of the Commissioner of Public Health separately in respect of each separately owned parcel of property on which such nuisance was abated.

§ 327-30

Air pollution.

A.

To prevent nuisance to City residents, danger to the public health or detriment to the public comfort and convenience, no person shall cause, suffer, allow or permit the burning of any construction or demolition waste, as defined above in § 327-1.

B.

Whoever violates any order, rule or regulation promulgated or adopted under the provisions of this section shall be punished, for the first offense, by a fine of not less than $1,000 nor more than $5,000 and for a subsequent offense, by a fine of not less than $5,000, nor more than $10,000. For the purpose of this subsection, each day or part thereof of violation of such an order, rule or regulation, whether such violation be continuous or intermittent, shall be construed as a separate and succeeding offense.

§ 327-31

Responsibility for enforcement.

This chapter shall be enforced by the Police Department of the City and especially by the Commissioner of Health and by the Commissioner of Housing or their duly authorized agents.

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City Council

SCHEDULED

Meeting: 09/16/24 07:00 PM
Initiator: Robert Shewchuk
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8243

An Amendment to the City of Springfield Trash Rules and Regulations (Mayor Sarno)

In accordance with the City of Springfield's governmental powers to protect the public health the Trash Fees Rules and Regulations shall be deleted in its entirety and replaced with new language as attached.

CITY OF SPRINGFIELD, MASSACHUSETTS
TRASH FEE RULES AND REGULATIONS
(AS AMENDED SEPTEMBER 2024)

Articles:

I. Purpose and Intent
II. Communication
III. Definitions
IV. Rules and Regulations
V. Administration

I. Purpose and Intent

A. In accordance with the City's governmental power to protect the public health, the State Sanitary Code, 105 Code of Massachusetts Regulations Section 410, and specifically Sections 410.601 and 602, certain property owners and occupants are required to properly dispose of solid waste; and

B. The City of Springfield provides solid waste collection and disposal services which include the collection and disposal of solid waste, recyclables, and yard waste ("Services"); and

C. Mass. Gen. Laws ch. 44, sec. 28C authorizes the City to charge a fee to cover the costs of solid waste collection and disposal services; and

D. The fee amount and administration is required per City ordinance Chapter 327, Section 327-5 – Automated Refuse Collection

II. Communication

A. The City shall maintain the website section dedicated to the trash fee information at **Municipal Trash Service Information: Department of Public Works, City of Springfield, MA (springfield-ma.gov)**.This section shall include all necessary administrative details, forms, contact information and a list of frequently asked questions.

B. The City shall maintain an e-mail address dedicated to answering questions regarding the trash fee, at **311**@springfieldcityhall.com, with a link to a specific e-mail account in the City directory, which will be monitored by assigned personnel.

C. The City's Call Center personnel shall be available by calling (413) 736-3111, or dialing 3-1-1 within City limits, to answer questions about the trash fee and generate appropriate service orders related to the trash fee administration. Such personnel shall be trained appropriately and provided with standardized information to answer public questions and handle related transactions.

D. The City shall communicate to the general public in various ways including, but not limited to, official media release, website posting, television, public posting in City Hall, electronic mail, physical letter, telephone, **social media**, or other such means.

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III. Definitions

For the purpose of these rules and regulations, the following terms shall have the meaning ascribed to them in this section unless different meanings are clearly indicated by the context of their use:

A. “Approved disposal site” means any trash disposal facility, licensed pursuant to M.G.L., chapter 111, § 150A or by other appropriate public authority.

B. “Bulk waste” means all large items of trash; see City ordinance, Chapter 327, Section 327-1.

C. “Bulk waste fee” shall mean a purchase price charged by the City to existing trash service customers to dispose of an item of bulk waste.

D. “Condominium association” means an association of dwellings so designated in the Assessor’s records.

E. “Dumping” means the discarding, dropping, placing, throwing, depositing or dispensing of trash.

F. “Dwelling unit” shall mean one or more rooms forming a single unit that is used or intended to be used as a residence and contains cooking, sleeping, and sanitary facilities.

G. “Hazardous waste" means a waste, or combination of waste, which because of its quantity, concentration, or physical, chemical or infectious characteristics may cause, or significantly contribute to an increase in mortality or increase in serious irreversible, or incapacitating illness or pose a substantial present or potential hazard to human health, safety or welfare or to the environment when improperly treated, stored, transported, used or disposed of, or otherwise managed, however not including solid or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under section 402 of the Clean Water Act of 1972as amended, or source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954.

H. “Mobile home” means any structure, whether ordinarily equipped with wheels or not, that is designed, constructed or manufactured to be moved from one place to another by being towed or carried, and to provide a dwelling house or premises, a business office or premises, or accommodation for any other purpose.

I. “Extra Bag” shall mean a trash bag no larger than 32 gallons affixed with a City-issued sticker sold to the owner who receives the City’s trash service to accommodate any trash that exceeds the capacity of the assigned trash container(s).

J. “Owner” shall mean any one or more of the following:

1. The owner or owners in fee simple of a parcel of real estate, including the life tenant or life tenants, if any; or
2. The record owner or owners, as reflected by the City Assessors office; or

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3. The purchaser or purchasers of such real estate under a contract for conditional sale thereof; or
4. The person or persons in control of the parcel as the personal representative, receiver, or guardian of the owner.
5. A person who occupies a parcel held in trust as his or her full-time residence and as a beneficiary of said trust.

K. “Owner Occupied” shall mean that the owner of a parcel of real estate maintains said parcel as their primary residence.

L. “Parcel” shall mean any lot, or tract of land, or any other area of land, as shown on the Assessors map of the Hampden County Registry of Deeds.

M. “Person" shall mean any individual, firm, partnership, association, corporation, company, group of individuals acting for a common purpose or organization of any kind, excepting a governmental agency.

N. “Premises” shall mean any portion of a parcel of land, inclusive of any structures thereon.

O. “Recyclables” shall mean any materials defined by City Ordinance, Chapter 327, Solid Waste, Section 327-17 and by the Massachusetts Department of Environmental Protection. It shall be illegal for any person other than the City or its authorized deputies to remove recyclables set out for curbside collection, if such property receives trash service from the City.

P. “Trash” shall mean all "garbage", "refuse" and "rubbish" as defined by City Ordinance, Chapter 327, Solid Waste, Section 327-1 and all other waste material which if thrown or deposited as prohibited in this chapter, tends to create a danger to public health, safety, welfare, or appearance.

1. “Garbage” All animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

2. “Refuse" means all the total solid waste of the community.

3. “Rubbish" means All waste consisting of a variety of both combustible and noncombustible solid waste materials of households, stores and institutions. Combustible rubbish consists of miscellaneous burnable materials; and, in general, it is the organic component of rubbish such as paper, rags, cartons, boxes, wood, excelsior, bedding, rubber, leather, grass, leaves and other yard trimmings, as well as combustible inorganic materials such as plastics. Noncombustible rubbish, for the most part, consists of the organic components of rubbish such as tin cans, metals, dirt, ceramics, glass and similar or like substances.

Q. “Trash container” shall mean a City-provided trash receptacle, which remains the City’s property.

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R. “Trash fee” shall mean a fee that is established by the City for the purpose of defraying the total cost of trash collection and disposal services provided by the City.

S. “Trash space” shall mean a space in a dumpster through which the City provides the trash services to a dwelling unit.

T. “Yard waste” means all general yard and garden waste, grass clippings, weeds, hedge clippings, leaves, twigs, brush, and tree branches not longer than three (3) feet in length and one-half (1/2) inch in diameter.

IV. Rules and Regulations

A. Effective Date: The current trash fee (“fee”) is established with an effective date of July 1, 2012.

B. Eligible Parcels

1. After the effective date of the fee, the City shall provide the trash service only to **residential** parcels with **single or multiple family dwelling unit of** no more than three (3) dwelling units within the administrative boundaries of the City.
2. The City reserves the right to deny trash collection and disposal services to any government units, housing authorities, non-profit or religious organizations, commercial units, multi-family buildings with more than three (3) dwelling units, condominium associations or mobile home parks, seeking to continue to receive or start such services after the effective date of the fee.
3. The City’s trash service will not be available to boundary properties where at least fifty percent (50%) of the owner-occupied dwelling unit is not within the City’s administrative boundaries unless trash collection service was provided by the City prior to July 1, 2012, **and / or at the discretion of the Director**.
4. City of Springfield municipal offices, with the exception of the Springfield Public Schools, shall remain eligible for the City’s trash service.

C. Amount of Trash Fee and Other Charges

1. The annual fee for every fiscal year, until amended or revoked, is $90.00 for each City-provided trash container.
2. Trash fee bills that are not paid in full within thirty (30) days of issuance are subject to interest charges of twelve percent (12%) annually on the outstanding balance until the invoice is paid in full. Accumulated interest is not eligible to be waived by any party unless indisputable proof exists that A) the bill was paid in full on or before the due date or B) a material error on the part of the City caused an outstanding balance to remain outstanding.
3. Trash fee bills that are not paid in full by the due date will be subject to a demand fee of $30.00. The late fee is not eligible to be waived by any party unless indisputable proof exists that A) the bill was paid in full on or before the due date or B) a material error on the part of the City caused an outstanding balance to remain outstanding.
4. Since the trash service is not metered and is provided for the benefit of a specific property, the annual fee and corresponding payments made during the fiscal year are non-proratable by the City except as allowed under Article IV, Section

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(C) (7) of these regulations. Any apportionment of existing prepaid or unpaid municipal fees shall occur at the real estate settlement between the parties.

5. No proration is available to partial-year residents who maintain residence for any period of time outside Springfield.
6. No proration is available for properties that are vacant at any time during the fiscal year.
7. Proration of fifty percent (50%) of the annual fee is available in the fiscal year during which a change of ownership and a voluntary opt-in take place for properties purchased under the following conditions:

    a. Properties purchased at a City-sponsored auction of City-owned foreclosed properties where the closing date for the sale is after December 31 of the fiscal year.
    b. Properties purchased at a private sale from owners that had previously opted-out of City-provided trash collection services where the closing date for the sale is after December 31 of the fiscal year.
    c. New construction of a dwelling unit on previously undeveloped parcels with no previously-constructed dwelling unit or City-provided trash service where the closing date for the sale is after December 31 of the fiscal year.
    d. New construction of an additional dwelling unit on an existing parcel or City-provided trash service where the certificate of occupancy is dated after December 31 of the fiscal year.

8. The fee does not include the cost of bulk waste stickers or extra trash bags, both of which must be purchased separately.. A parcel MUST be currently opted in to City trash services in order to take advantage of bulk pickup and extra trash services.
9. Any trash left at the curb for collection at ineligible properties may be subject to code violations.

D. Responsible Payer

1. The owner of a dwelling unit whose name appears on the real estate tax bill for the property as of January first, or the subsequent owner of the property, is responsible for the fee for that fiscal year. The City will use the most recent available property tax ownership information to determine who the annual trash fee will be invoiced and mailed to.
2. Residential property tenants shall not be responsible for the fee and the City will not bill such tenants directly.
3. For any property whose area crosses the administrative boundaries of the City and receives the City's trash service, the owner whose name appears on the real estate tax bill for the property as of January 1 each year, or the subsequent owner of the property, shall be responsible for the fee. The City will use the most recent available property tax ownership information available to determine the name of the person(s) to whom the annual trash fee will be invoiced and mailed.

E. Discounts

1. An annual forty dollar ($40.00) discount from the fee shall be granted to resident-owners who meet any one of the following criteria:

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a. They are 65 years of age or older. Proof of age is required.
b. They are a veteran with a service-connected disability. A copy of the Veterans Administration award letter is required as proof.
c. They are blind. A copy of the MA Commission for the Blind visual impairment certification is required as proof.
d. They are indigent. Annual gross income is at or below the Federal Poverty Level ; a copy of current federal tax return, letter of non-filing [IRS 1722] and/or transcript of income [IRS 4506T] are required as proof.

2. Property owners who qualified for a discount in prior fiscal years, excepting indigent individuals, are not required to re-apply for a discount.
3. Property owners who change residences must re-apply for a discount.
4. Discounts will only apply to the owner-occupied primary residence, and do not apply to other trash services, such as bulk item stickers or extra trash bags.
5. Property owners can apply for and receive only one type of discount, even if he or she might qualify for more than one discount listed, inclusive of any proration.
6. Approved applications for discounts not received within forty-five (45) days from the date the trash bill was issued will be applied to the following fiscal year.
7. Not all persons previously eligible may be eligible for a discount in future fiscal years.

F. Exemptions

1. Municipal offices of the City of Springfield are exempt from the trash fee.

G. Opt-In

1. An eligible owner with a dwelling unit that does not currently receive the trash collection and disposal services from the City can elect to opt into the program as long as the residence is occupied and all outstanding City bills for the parcel are paid. The annual fee is non-proratable, except as allowed under Article IV, Section (C)(7) of these regulations.
2. Allowed opt-in transactions include:

a. New construction of a dwelling unit that requires trash service;
b. Subdivision of an existing parcel, creating additional dwelling units that require trash service;
c. New construction of an additional dwelling unit on an existing parcel already containing dwelling units;
d. New ownership of a dwelling unit after a period of vacancy;
e. Return of the customer after having opted out of the program;
f. Any other situation considered an opt-in by the City.

3. The owner opting in shall be responsible for the amount billed per trash container.
4. If there are any outstanding fees, interest or charges associated with the property for which the trash service is sought, the owner who opts in shall be obligated to pay such outstanding balances before the service is provided by the City.
5. The Trash Fee Change/Dispute Form provided by the City in print and on the City's website must be used to join the program.

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6. **Residents who opt-in for trash service will also be provided recycling collection services, bulk collection services and Yard Waste Collection Services.**

H. Opt-Out

1. An eligible owner who currently receives the trash collection and disposal services from the City can elect to opt out of the program.
2. The owner who opts out of the City's program, but still requires trash services, must be in compliance with all relevant laws, statutes, regulations and ordinances regarding the collection and disposal of trash within the City. Violations of relevant laws, statutes, regulations, and ordinances may subject the owner to code violation fines. **The City may request from the owner verification that the selected trash hauler is approved within the State of Massachusetts to haul / dispose of regulated solid waste.**
3. Such an owner can elect to either retain the services of a private hauler, or self-haul his trash to an approved disposal site as defined in Article III, Section A of these regulations.
4. Since the annual fee is non-proratable except as allowed under Article IV (C)(7) of these regulations, any payments made during the fiscal year for which the person opts out are also non-proratable and non-refundable.
5. The Trash Fee Change/Dispute Form provided by the City in print and on the City's website must be used to leave the program.
6. Any outstanding fees, interest and charges remain the obligation of the owner of the property for which the opt-out was processed.
7. **Resdients who choose to "opt out" will not be provided trash collection services, recycling collection services, bulk collection services, and / or yard waste collection services.**

I. Trash Container Returns

1. Property owners must return unused bins to the City to avoid being charged the annual trash fee.
2. For trash container return requests received during the fiscal year, no credit or refund for the corresponding fee shall be awarded..
3. The initial purchase price, if any, for obtaining the additional container(s) from the City will not be refunded to the purchaser.
4. At least one trash container per dwelling unit must remain at the property if the owner elects to continue to receive the City's trash service.
5. The Trash Fee Change/Dispute Form provided by the City in print and on the City's website must be used to return additional trash containers.
6. Any outstanding fees, interest and charges remain the obligation of the owner of the property for which the returns were processed.

J. Additional Trash Container

1. Solid waste bins are not available for sale to property owners. **Owners must utilize bins provided by the City of Springfield.**
2. The City continues to provide and approve new requests for only one (1) trash container per dwelling unit. **Request for a second barrel can be made**

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through 311. Second barrels will incur a fee of $90 per year, with no deductions of any type allowed on the second barrel.

3. Property owners who previously purchased additional trash containers will be charged the annual fee for each bin unless the bins are returned to the City.
4. The City will not refund the original purchase price of such additional container(s) upon return.

K. Replacement of Trash Containers

1. The City shall repair or replace, at its discretion, the trash containers in the following circumstances:

   a. Missing containers:

      i. A trash container is considered missing if the City's records indicate that such bin exists at the serviced property but it has been removed from the serviced property without notification to the City.
      ii. A current or new property owner must immediately file a report with the Springfield Police Department when an assigned trash container is missing.
      iii. The City will provide a replacement container at no additional charge to the owner, when presented with a copy of the police report. DPW will also provide confirmation from one of the City drivers that the missing containers are not visible at the property, prior to delivering a replacement container.

   b. Destroyed containers:

      i. A trash container is considered destroyed if the City's records indicate that such container exists at the serviced property, but the container has been damaged beyond repair.
      ii. A current or new owner of such serviced property must inform the Springfield Police Department by filing a report that the assigned trash container has been destroyed.

   c. Damaged / Defective containers:

      i. A trash container is considered damaged or defective if, at the sole determination of the City, its parts are not performing to the operational specifications.
      ii. The decision to repair or replace a defective container will be made by the City at its sole discretion.

2. The Trash Fee Change/Dispute Form provided by the City in print and on the City's website must be used to obtain a replacement trash container.

V. Administration

A. Billing

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1. The City shall issue the bills for the trash fee annually, on a date determined by the Mayor.
2. The fee shall be issued independently of any other municipal taxes or charges via mailing to the property owners identified by the City Assessors, and based on the number of existing City-provided trash containers and corresponding exemptions at such properties identified by the City's staff.
3. Trash fee invoices shall be generated and committed to the City's financial software of record no later than July 1st of any given fiscal year. Generation of these invoices shall not be construed to be their issuance.
4. The City shall generate and commit additional trash fee invoices to the City's financial software of record on a monthly basis. Generation and commitment of these invoices shall not be construed to be their issuance.
5. The fee will be due and payable thirty (30) calendar days from the issuance date. If the thirtieth (30th) day following the issuance date falls on a Saturday, Sunday, or City-observed holiday, the bill will be due on the first subsequent business day.
6. The payer shall follow the payment instructions on the actual bill.
7. In case of billing discrepancy, such as an incorrect number of assigned trash containers or missing exemption or payments credit, the payer must complete the Trash Fee Change/Dispute Form provided by the City in print and on the City's website.
8. The City shall allow payments to be made by check or money order by mail; online via the Deputy Collector's website; or directly at the City Collector's office by means of cash, check or money order; or other means offered by the City.
9. The City shall provide the amount of outstanding balances for trash fee, interest and charges via a municipal lien certificate for the purposes of real estate transaction settlements, upon request from the closing agent, within the statutory time limits.
10. A duplicate invoice shall be provided at no additional charge to the property owner by the Collector or his deputies.
11. **Costs – effective 12-1-2024:**
    - **a. Trash Fee - $90 per year.**
    - **b. Extra Bag stickers - $2 each**
    - **c. Bulk Items - $8 (1 sticker)**
    - **d. Mattress / Box Springs - $16 (2 stickers)**
    - **e. Household Hazard Waste Collection Days - Free to residents – appointment required**
    - **f. Curbside Yard Waste Collection – Included in Trash Fee. Alternately, residents can dispose of yard waste at the Bondi's Island Landfill**
    - **g. Curbside Recycle Collection – Included in Trash Fee.**

B. Collection

1. Fees and any associated interest and charges shall be collected by City Collector or his/her designated deputies.
2. Payments received after thirty (30) calendar days from the issuance date are considered late by the City.
3. Twelve per cent (12%) per annum interest rate shall be applied to any outstanding amounts after thirty (30) calendar days from the issuance date.

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4. The City shall assess a late payment charge for any outstanding amounts after sixty (60) calendar days from the issuance date. The amount of the fee shall be consistent with the tax late fee which is currently $30.00.
5. The outstanding fees with associated interest and charges shall become a municipal lien against the property for whose benefit the City's service was provided as part of the next fiscal year's 3rd quarter tax bill for such a property.
6. In order to avoid a municipal lien against the property, all outstanding fees, interest and charges must be paid in full.
7. No dispute or appeal, including an application for a discounted fee, shall be a valid reason for non-payment. In order to avoid any additional charges, the owner shall pay any charges first, as they become due, and then resolve any dispute about the invoice with the City.

C. Administration

1. The City shall have the ongoing responsibility and authority to implement rules and regulations governing the administration and enforcement of the annual trash fee.
2. The Mayor is authorized to adopt rules and regulations for the implementation and administration of the fee pursuant to City Ordinance Chapter 327, Section 327-5 (K)(3).
3. The City Treasurer (or his designee) shall have sole authority to make determinations regarding the forgiveness of penalties, fees, and accrued interest within the confines of State Law.
4. The Solid Waste Exception Committee, under the direction of the Mayor and CAFO, will receive, review, recommend, process, and have the sole authority to approve or deny exemptions and discounts from the fee. This committee will consist of the Treasurer/Collector, Assistant Collector, Budget Director, the Financial Analyst assigned to the trash fee, a representative from 311, a representative from the DPW Solid Waste Division and a representative of the Mayor's Office.
5. The Finance Department shall be jointly responsible with the Department of Public Works for the budgeting and financial management of the fee and the Solid Waste Enterprise Fund.
6. All revenues and expenditures related to the trash collection and disposal services provided by the City will be accounted for through the Trash Fee Enterprise Fund ("Fund"), created by SFCB Executive Order # 11-27-10, pursuant to M.G.L. c.44 § 53F ½.
7. Pursuant to M.G.L. c.44 § 53F ½, the Fund's preliminary budget shall be filed with the City's Mayor and City Clerk at least one-hundred-twenty (120) days prior to the start of each fiscal year.
8. The Solid Waste Enterprise Fund Oversight Committee (Committee) shall monitor the operation of the Fund on an ongoing basis and meet as often as required. The Committee shall consist of the Mayor, the CAFO, the Director of Public Works, , the 3-1-1 Customer Service Center Director, the Treasurer/Collector, the Assistant City Collector, the Comptroller, the Budget Director, the Financial Analyst assigned to the trash fee, or their respective designee(s).

D. REVOCATION OF TRASH SERVICE

Attachment: Trash Fee Rules and Regs-SWEC Appeal Process -September 2024 - For City Council (8243 : An Amendment to the City of

1. If it is determined by the City of Springfield, Department of Public Works that a resident and / or property owner is in violation of any sections of this ordinance or any of the other Solid Waste Ordinances, Trash Services may be revoked for the property. Other items that may also result in revocation of trash service include:

a. Mistreatment of City of Springfield / Solid Waste Employees
b. Bringing Trash, Recycling, Bulk Items, yard Waste from other properties and / or other communities
c. Excessive Bulk Collection requests if it determined that the material exceed the "volume" expected in a dwelling unit (there shall be a maximum of 15 mattresses and Box Springs total per calendar year)
d. Extended non-payment of trash fee.
e. Transfer of bins, barrels or containers between properties.

ARTICLE VI. Appeal Process

§ 327-31 **Appeals.**

A. Any customer whose rubbish collection and/or recycling services have been revoked shall be notified in writing by the Department of Public Works (DPW). Such customer may appeal the denial to the Solid Waste Exception Committee consisting of the Mayor or his/her designee, the City Treasurer or his/her designee, the Chief Administrative and Finance Officer or his/her designee, the 311 Call Center Director or his/her designee, and a representative of the Law Department in place of the Director of Public Works' designee. A written request for an appeal hearing shall be submitted **to the identified individual stated in the revocation notice** within 15 days after receipt of notice that services have been terminated.

B. The Solid Waste Exception Committee shall hear any appeal pursuant to Subsection **A** hereof. The Committee shall advise the Director of Public Works on whether the decision to revoke said services should be sustained, modified, or reversed. The Committee's written decision shall be sent to the Director of Public Works and sent to the customer or his/her legal representative, within 30 days after the hearing is concluded. The administrative ruling of the Solid Waste Exception Committee is final.

Attachment: Trash Fee Rules and Regs-SWEC Appeal Process -September 2024 - For City Council (8243 : An Amendment to the City of

City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

Meeting: 09/16/24 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

ORDINANCE 2024-1

Amendment 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.

HISTORY:

07/08/24 City Council FIRST STEP

COUNCILOR DAVILA GAVE AN OVERVIEW OF THE AMENDMENT.

HE NOTED THAT THIS AMENDMENT IS BORROWED FROM EXISTING ORDINANCES IN HOLYOKE AND CHICOPEE.

COUNCILOR DAVILA REQUESTED THAT THE CLERK READ THE AMENDMENT LANGUAGE INTO THE RECORD. HE NOTED THAT HIS INTENTION IS TO PASS FIRST STEPS TODAY AND TO MEET IN COMMITTEE TO DISCUSS FURTHER BEFORE 2/3 STEPS.

COUNCILOR GOVAN ASKED IF THERE WAS AN ADDITIONAL COST ASSOCIATED WITH HAVING A VETERANS PLATE.

COUNCILOR WHITFIELD SHARED THE MEMBERS OF HER FAMILY WHO SERVED IN THE MILITARY.

SHE THANKED THE COUNCILORS WHO ARE SPONSORING THE AMENDMENT.

COUNCILOR CLICK-BRUCE NOTED HIS SUPPORT OF THE AMENDMENT.