



CITY COUNCIL

City Clerk's Office 10/2/2024

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 October 7, 2024** at 07:00 PM.

City Clerk

Call to Order

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

Reports of Committee

Zoning Change Referral

- () To Change the Zoning of the Property Known as ES Ingersoll Grove (06925-0025) from Residence a to Residence B. ES Ingersoll Grove None Yet

PETITIONER: Regina B Jenkins

ADDRESS: ES Ingersoll Grove

CHANGE REQUESTED: Residence A to Residence B

Informational

- (1.) June Revenue Vs. Expenditure Report (Mayor Sarno)
- (2.) August Revenue Vs. Expenditure Report (Mayor Sarno)

Financial Order

- (3.) Transfer - Stabilization Reserves to Law OTPS - \$1,200,000.00

Orders

- (4.) Parks Department - PARC Grant - Blunt Park Phase II- \$500,000 - Match Required (Mayor Sarno)
- (5.) FY24 Brownfields Clean Up Grant - No Match Required - \$5,000,000.00 (Mayor Sarno)
- (6.) Springfield City Library Donation - \$300,000.00 (Mayor Sarno)
- (7.) Springfield City Library Donation - \$100.00 (Mayor Sarno)
- (8.) FY25 Libraries Cash Donations - \$89.00 (Mayor Sarno)

- (9.) FY25 Municipal Road Safety Grant - No Match - \$59,999.94 (Mayor Sarno)
- (10.) Bills of Prior Year - Various Departments - \$4,395.03 (Mayor Sarno)
- (11.) Appropriation Order for Taking Damages for the Sumner Avenue (Route 83) "The X" Improvement Project \$569,900 (Mayor Sarno) (Mayor Sarno)
- (12.) Order of Taking Permanent and Temporary Easements the X Improvement Project (Mayor Sarno)
- (13.) Amendment to Chapter 327, Solid Waste (Mayor Sarno)
- (14.) Collective Bargaining Agreement Ratification - SPSA (Mayor Sarno)

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

to change the zoning of the property known as ES Ingersoll Grove (06925-0025) from Residence A to Residence B.

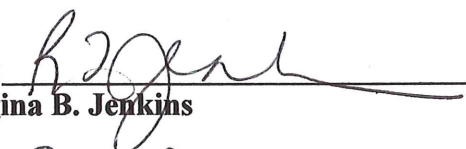
Mailing Address:

1 Pearson Drive
Springfield, MA 01129

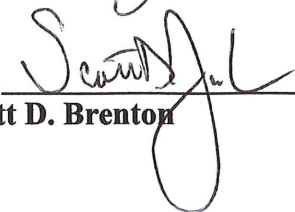
Owner:

Regina B. Jenkins & Scott D. Brenton

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

BY: 

Regina B. Jenkins

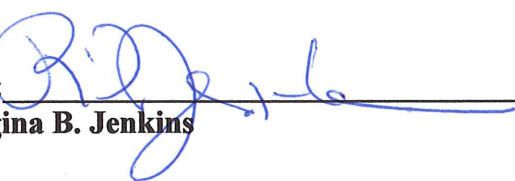
BY: 

Scott D. Brenton

Petitioner:

Regina B. Jenkins

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

BY: 

Regina B. Jenkins

1 Pearson Drive
Springfield, MA 01129

Attachment: Ingersoll_Grove_ES_formal (8257 : ES Ingersoll Grove)



City Council

SCHEDULED

Meeting: 10/07/24 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8270

1

June Revenue Vs. Expenditure Report (Mayor Sarno)

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

For the period ended
06/30/24

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	254,357,638	251,883,108	(2,474,530)	99
Real Estate & Personal Property Taxes - Tax Liens	-	1,320,649	1,320,649	0
Motor Vehicle Excise	12,100,000	13,572,703	1,472,703	112
Penalties, interest and other taxes	22,246,182	22,692,938	446,756	102
Charges for Services	15,132,093	16,357,456	1,225,363	108
Intergovernmental	551,257,710	547,075,978	(4,181,732)	99
Licenses and Permits	5,313,100	5,553,717	240,617	105
Fines and Forfeits	522,183	401,296	(120,887)	77
Interest earned on Investments	3,112,168	9,732,270	6,620,102	313
Miscellaneous	8,260,155	9,528,232	1,268,077	115
FY 2023 Net School Spending Shortfall (a.)	21,189,516	21,189,516	-	100
Stabilization Reserves/Transfers in	2,049,066	2,284,816	235,750	112
Other Financing Sources - Free Cash	8,134,376	8,134,376	-	100
Free Cash to Reduce Tax Rate	7,000,000	7,000,000	-	100
Total Revenues and Other Sources	910,674,187	916,727,054	6,052,867	101
Expenditures and Other Uses:				
General government	30,680,880	28,914,720	1,766,160	94
Public safety				
Police	59,753,740	59,019,422	734,318	99
Fire	30,031,981	29,174,805	857,176	97
Centralized Dispatch	2,252,925	2,023,247	229,677	90
Other	5,055,932	4,504,116	551,816	89
Health and Welfare	4,627,354	3,789,419	837,935	82
Public works	12,369,901	11,609,919	759,982	94
Education	611,723,631	607,754,322	3,969,309	99
Culture and recreation	18,649,230	18,152,453	496,777	97
Pension and fringe	96,378,091	93,307,262	3,070,830	97
State and district assessments	3,727,213	3,727,213	-	100
Debt Service	23,034,501	22,947,028	87,473	100
Pay as you go Capital	3,173,979	3,121,117	52,862	98
Transfer out - Pay as you go Capital	1,478,066	1,478,066	-	100
Transfer out - Police Outside Detail	470,000	470,000	-	100
Other Financing Use - Trash Enterprise Supplement	7,266,762	7,266,762	-	100
Total Expenditures and Other Uses	910,674,187	897,259,870	13,414,316	99
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	19,467,183	19,467,183	

Attachment: June Revenue Vs. Expenditure Report (8270 : June Revenue Vs. Expenditure Report)

CITY OF SPRINGFIELD, MASSACHUSETTS
Budget and Actual - General Fund
Expenditures and Encumbrances
For the period ended
06/30/24

Expenditures and Other Uses:	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	27,964,224	2,716,656	30,680,880	27,680,004	1,234,716	1,766,160	94%
Public safety							
Police	57,734,692	2,019,048	59,753,740	58,575,948	443,475	734,318	99%
Fire	27,531,981	2,500,000	30,031,981	29,026,601	148,203	857,176	97%
Centralized Dispatch	2,252,925	-	2,252,925	2,017,397	5,850	229,677	90%
Other	5,155,932	(100,000)	5,055,932	4,434,382	69,734	551,816	89%
Health and Welfare	4,747,354	(120,000)	4,627,354	3,778,395	11,024	837,935	82%
Public works	12,469,901	(100,000)	12,369,901	11,418,882	191,038	759,982	94%
Education	587,798,386	23,925,245	611,723,631	553,128,260	54,626,062	3,969,309	99%
Culture and recreation	17,178,902	1,470,328	18,649,230	17,000,307	1,152,146	496,777	97%
Pension and fringe	96,438,091	(60,000)	96,378,091	93,242,661	64,601	3,070,830	97%
State and district assessments	3,687,213	40,000	3,727,213	3,661,525	65,688	-	100%
Debt Service	23,034,501	-	23,034,501	22,947,028	-	87,473	100%
Pay as you go Capital	4,652,045	(1,478,066)	3,173,979	1,945,219	1,175,898	52,862	98%
Transfer out - Pay as you go Capital	-	-	-	-	-	-	100%
Transfer out - Police Outside Detail	-	-	-	-	-	-	100%
Other Financing Use - Trash Enterprise Supplement	7,266,762	-	7,266,762	7,266,762	-	-	100%
Total Expenditures and Other Uses	877,912,910	30,813,211	908,726,121	836,123,371	59,188,434	13,414,316	99%

CITY OF SPRINGFIELD, MASSACHUSETTS

Yearly Comparision Revenue Vs. Expenditures
For the period ended
06/30/24 vs 06/30/23

<u>Revenues and Other Sources:</u>	<u>FY 2024</u> <u>Actual</u>	<u>FY 2023</u> <u>Actual</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>Comments</u>
Real Estate & Personal Property Taxes	\$ 251,883,108	\$ 237,963,687	\$ 13,919,421	
Tax Liens	1,320,649	1,008,824	311,825	
Motor Vehicle Excise	13,572,703	12,102,591	1,470,112	
Penalties, interest and other taxes	22,692,938	22,237,382	455,556	
Charges for Services	16,357,456	17,558,388	(1,200,933)	
Intergovernmental	547,075,978	505,024,646	42,051,332	
Licenses and Permits	5,553,717	5,366,051	187,666	
Fines and Forfeits	401,296	475,464	(74,168)	
Interest earned on Investments	9,732,270	5,681,585	4,050,685	
Miscellaneous	9,528,232	6,611,864	2,916,368	
Opioid Settlements	-	1,521,535	(1,521,535)	
Net School Spending Shortfall	21,189,516	20,268,253	921,263	
Stabilization Reserves	2,284,816	-	2,284,816	
Other Financing Sources	8,134,376	11,696,225	(3,561,849)	
Free Cash to Reduce the Tax Rate	7,000,000	10,000,000	(3,000,000)	
Total Revenues and Other Sources	916,727,054	857,516,495	59,210,559	
Expenditures and Other Uses:				
General government	28,914,720	28,045,228	869,492	
Public safety				
Police	59,019,422	57,414,132	1,605,290	
Fire	29,174,805	28,521,906	652,899	
Centralized Dispatch	2,023,247	1,997,708	25,539	
Other	4,504,116	4,438,914	65,202	
Health and Welfare	3,789,419	3,650,818	138,601	
Public works	11,609,919	11,530,313	79,606	
Education	607,754,322	562,178,522	45,575,799	Increase in Ch. 70 Funding from FY 2023
Culture and recreation	18,152,453	15,086,679	3,065,774	
Pension and fringe	93,307,262	86,580,626	6,726,636	Increase in Pension Payment.
State and district assessments	3,727,213	3,862,527	(135,314)	
Debt Service	22,947,028	27,485,488	(4,538,460)	Decrease in LTD Payments
Pay as you go Capital	3,121,117	2,715,990	405,127	
Transfer out - Pay as you go Capital	1,478,066	1,482,207		
Transfer out - Police Outside Detail	470,000	-		
Trash Enterprise Supplement	7,266,762	6,165,593	1,101,169	Increase in GF Trash Supplement
Total Expenditures and Other Uses	897,259,870	841,156,651	55,637,361	
Totals	\$ 19,467,184	\$ 16,359,844	\$ 3,573,197	

Attachment: June Revenue Vs. Expenditure Report (8270 : June Revenue Vs. Expenditure Report)



City Council

SCHEDULED

Meeting: 10/07/24 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8271

2

August Revenue Vs. Expenditure Report (Mayor Sarno)

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

For the period ended
08/31/24

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	274,239,817	63,705,975	(210,533,842)	23
Real Estate & Personal Property Taxes - Tax Liens	-	343,485	343,485	0
Motor Vehicle Excise	12,500,000	1,234,371	(11,265,629)	10
Penalties, interest and other taxes	23,134,591	358,525	(22,776,067)	2
Charges for Services	16,991,806	2,187,650	(14,804,156)	13
Intergovernmental	581,373,479	96,740,244	(484,633,235)	17
Licenses and Permits	6,168,100	871,029	(5,297,071)	14
Fines and Forfeits	595,183	53,949	(541,234)	9
Interest earned on Investments	5,966,442	1,449,486	(4,516,956)	24
Miscellaneous	6,748,014	1,355,649	(5,392,365)	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	171,800,363	(759,417,070)	18
Expenditures and Other Uses:				
General government	29,061,569	9,043,753	20,017,816	31
Public safety				
Police	58,517,400	10,109,226	48,408,174	17
Fire	28,750,291	5,013,126	23,737,165	17
Centralized Dispatch	2,273,132	565,984	1,707,148	25
Other	5,197,368	1,141,888	4,055,480	22
Health and Welfare	4,875,332	1,016,737	3,858,595	21
Public works	12,436,838	6,059,658	6,377,179	49
Education	629,288,835	133,224,917	496,063,918	21
Culture and recreation	18,845,295	5,989,730	12,855,565	32
Pension and fringe	101,953,172	74,129,438	27,823,734	73
State and district assessments	3,806,569	638,975	3,167,594	17
Debt Service	23,143,037	1,814,200	21,328,837	8
Pay as you go Capital	4,989,680	376,539	4,613,141	8
Other Financing Use - Trash Enterprise Supplement	8,078,917	8,078,917	-	100
Total Expenditures and Other Uses	931,217,433	257,203,088	674,014,345	28
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	(85,402,725)	(85,402,725)	

Attachment: August Revenue Vs. Expenditure Report (8271 : August Revenue Vs. Expenditure Report)

(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.

CITY OF SPRINGFIELD, MASSACHUSETTS
Budget and Actual - General Fund
Expenditures and Encumbrances

For the period ended
08/31/24

Expenditures and Other Uses:

	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	29,061,569	-	29,061,569	4,650,002	4,393,750	20,017,816	31%
Public safety							
Police	58,517,400	-	58,517,400	8,706,200	1,403,026	48,408,174	17%
Fire	28,750,291	-	28,750,291	4,425,238	587,888	23,737,165	17%
Centralized Dispatch	2,273,132	-	2,273,132	517,787	48,198	1,707,148	25%
Other	5,197,368	-	5,197,368	751,533	390,355	4,055,480	22%
Health and Welfare	4,875,332	-	4,875,332	609,903	406,835	3,858,595	21%
Public works	12,436,838	-	12,436,838	5,030,335	1,029,324	6,377,179	49%
Education	627,288,835	2,000,000	629,288,835	88,702,235	44,522,682	496,063,918	21%
Culture and recreation	18,845,295	-	18,845,295	3,364,613	2,625,117	12,855,565	32%
Pension and fringe	101,453,172	500,000	101,953,172	73,138,853	990,585	27,823,734	73%
State and district assessments	3,806,569	-	3,806,569	638,975	-	3,167,594	17%
Debt Service	23,143,037	-	23,143,037	1,814,200	-	21,328,837	8%
Pay as you go Capital	4,989,680	-	4,989,680	272,289	104,250	4,613,141	8%
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	200,701,079	56,502,009	674,014,345	28%

CITY OF SPRINGFIELD, MASSACHUSETTS

Yearly Comparision Revenue Vs. Expenditures
For the period ended
08/31/24 vs 08/31/23

<u>Revenues and Other Sources:</u>	<u>FY 2025 Actual</u>	<u>FY 2024 Actual</u>	<u>Increase/ (Decrease)</u>	<u>Comments</u>
Real Estate & Personal Property Taxes	\$ 63,705,975	\$ 60,708,374	\$ 2,997,601	
Tax Liens	343,485	181,738	161,747	
Motor Vehicle Excise	1,234,371	1,069,377	164,994	
Penalties, interest and other taxes	358,525	341,201	17,323	
Charges for Services	2,187,650	2,091,627	96,023	
Intergovernmental	96,740,244	91,343,305	5,396,939	Increase in Chapter 70 State Aid
Licenses and Permits	871,029	963,693	(92,664)	
Fines and Forfeits	53,949	61,256	(7,307)	
Interest earned on Investments	1,449,486	1,216,406	233,080	
Miscellaneous	1,355,649	486,786	868,863	
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	171,800,363	166,463,763	5,336,600	
Expenditures and Other Uses:				
General government	9,043,753	8,484,280	559,473	
Public safety				
Police	10,109,226	9,341,667	767,558	
Fire	5,013,126	4,866,830	146,296	
Centralized Dispatch	565,984	441,163	124,821	
Other	1,141,888	1,234,085	(92,197)	
Health and Welfare	1,016,737	811,357	205,380	
Public works	6,059,658	5,502,956	556,702	
Education	133,224,917	122,729,865	10,495,053	
Culture and recreation	5,989,730	5,515,496	474,234	
Pension and fringe	74,129,438	68,005,556	6,123,882	Increase in Pension Payment.
State and district assessments	638,975	620,678	18,297	
Debt Service	1,814,200	1,884,100	(69,900)	
Pay as you go Capital	376,539	383,772	(7,232)	
Trash Enterprise Supplement	8,078,917	7,266,762	812,155	Increase in GF Trash Supplement
Total Expenditures and Other Uses	257,203,088	237,088,566	20,114,522	
Totals	\$ (85,402,725)	\$ (70,624,802)	\$ (14,777,923)	

Attachment: August Revenue Vs. Expenditure Report (8271 : August Revenue Vs. Expenditure Report)



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

FINANCIAL ORDER (ID # 8275)

Meeting: 10/07/24 07:00 PM
Department: Finance
Category: General
Prepared By: Trevor Crawford
Initiator: Trevor Crawford
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8275

Transfer - Stabilization Reserves to Law OTPS - \$1,200,000.00

WHEREAS, pursuant to the requirements of Chapter 40 Section 5B, Chapter 59 Section 23 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$1,200,000.00 from the City's Stabilization Reserve Fund to the Law Department's OTPS (Professional Services) line item in order to meet operational needs.

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of \$1,200,000.00 from the City's Stabilization Reserve Fund to the Law Department's OTPS (Professional Services) line item in order to meet operational needs.

From: Stabilization Fund - Financial Reserves
8213 - 104000 \$1,200,000.00

To: Law Department - Professional Services
01151 - 530105 \$1,200,000.00

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Cathy Buono, Chief Administrative & Financial Officer
Date: October 7th, 2024
Re: Order for Council Meeting 10/07/24
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the October 7, 2024 City Council meeting, which requests a transfer of \$1,200,000.00 from the Stabilization Reserve Fund into the Law Department's OTPS budget.

Background:

The Law Department is seeking additional funding within its Professional Services line item, in order to meet operational needs. The funds will be used for litigation-related matters such as expert witnesses, legally required fees, settlement payments, and outside counsel that the City keeps on retainer to handle specialty matters on as as-needed basis.

Account#	Account Description	Transfer Out	Transfer In
8213-104000	Stabilization Reserve Fund	\$ 1,200,000.00	
01151-530105	Professional Services		\$ 1,200,000.00
		\$ 1,200,000.00	\$ 1,200,000.00

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

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

Attachment: CAFO Cert - Stabilization Reserve to Law OTPS (8275 : Transfer - Stabilization Reserves to Law OTPS - \$1,200,000.00)



City Council

SCHEDULED

Meeting: 10/07/24 07:00 PM

Initiator: Erin Hand

Sponsors: Mayor Domenic J. Sarno

DOC ID: 8269

4

Parks Department - PARC Grant - Blunt Park Phase II- \$500,000 - Match Required (Mayor Sarno)

APPROPRIATION ORDER AND RESOLUTION TO FILE, AND ACCEPT AND EXPEND GRANTS WITH AND FROM THE COMMONWEALTH OF MASS., EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS FOR THE “PARKLAND ACQUISITIONS AND RENOVATIONS FOR COMMUNITIES” GRANT PROGRAM FOR IMPROVEMENTS TO BLUNT PARK PHASE TWO

- Whereas: Blunt Park is considered a community-wide asset and the preservation and improvements to this facility are in line with the City’s priorities to provide recreational opportunities for all of its residents as evidenced in the City’s most recent Open Space and Recreation Plan (“Plan”); and
- Whereas: Blunt Park is dedicated to park and recreation purposes under M.G.L. Chapter 45, Section 3; and
- Whereas: Blunt Park’s ultimate restoration, guided in principal by the Plan, will greatly enhance this facility with improved infrastructure such as enhanced ADA accessibility, softball, walking track, fitness station, and site amenities, as well as improvements to the park entrance parking lot, trees plantings and landscaping; and
- Whereas: The main focus of the design is to improve the current conditions to be used as a public park; and
- Whereas: The overall improvements to this park have been put on hold due to fiscal budget constraints preventing the City from proceeding with the improvements as a single comprehensive project; and
- Whereas: The project was instead viewed as a series of phases, to be implemented over time, by priority as fiscal resources were available, with the intention of securing grant funding, when and if available, to assist in this effort; and
- Whereas: The Executive Office of Energy and Environmental Affairs (EEA) is providing reimbursable grants to cities and towns to support the preservation and restoration of urban parks through the Parkland Acquisitions and Renovations for Communities grant program (301 CMR 5.00); and
- Whereas: The Blunt Park Phase Two Improvement project will cost \$800,000 (Eight Hundred Thousand Dollars), and the PARC program requires the City to

appropriate the full amount of the project costs; and

Whereas: The City has committed \$300,000.00 (Three Hundred Thousand Dollars) in municipal funds, and the additional \$500,000.00 (Five Hundred Thousand Dollars) which will be reimbursed by The Executive Office of Energy and Environmental Affairs Parkland Acquisitions and Renovations for Communities grant program, for this phase of the project; and

Whereas: The Chief Administrative and Financial Officer 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 this City Council Order appropriating funds for the Project, and expending the grant funds once received, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008; and

NOW THEREFORE BE IT ORDERED:

- 1) That the Mayor and the City's Department of Parks, Buildings and Recreation Management are hereby authorized to file and accept grants from the Executive Office of Energy and Environmental Affairs, and to expend such grants for the purposes of the grants pursuant to Mass. Gen. Laws ch. 44, sec. 53A, including a grant in the amount of Five-Hundred Thousand Dollars (\$500,000) for Blunt Park Phase Two from the Parkland Acquisitions and Renovations for Communities grant program;
- 2) that the City Council hereby appropriates the sum of Three Hundred Thousand Dollars (\$300,000) for the Blunt Park Phase Two Project from the following account, pursuant to Mass. Gen. Laws ch. 44, sec. 32:
(ACCOUNT NUMBER:)
- 3) that the City Council hereby appropriates the sum of Five Hundred Dollars (\$500,000) for the Blunt Park Phase Two Project from the following account, pursuant to Mass. Gen. Laws ch. 44, sec. 32:
(ACCOUNT NUMBER:)
- 4) That the Mayor be and is hereby authorized to take such other actions as are necessary to carry out the terms, purposes, and conditions of this grant to be administered by the City's Department of Parks, Buildings and Recreation Management; Department, including entering into contracts; and
- 5) That this resolution and order shall take effect upon its passage.

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: October 7, 2024
Re: Order for Council Meeting – October 7, 2024
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the October 7, 2024 Council meeting regarding a state grant for improvements and upgrades to Blunt Park Phase II.

Background: The Parks Department has been selected by the Executive Office of Energy and Environmental Affairs (EEA) to receive state grant assistance from Parkland Acquisitions & Renovations for Communities (PARC). The total cost of this project will be \$800,000. The grant will provide \$500,000 in funding and the remaining \$300,000 will be provided through CDBG funding.

This project will allow for improvements to Blunt Park Phase II, including an improved park entrance and parking lot, accessible walking track and outdoor fitness equipment, softball facilities, improved playing field, tree plantings, and landscaping improvements.

DESCRIPTION	AMOUNT
GRANT FUNDING	\$ 500,000
FY25 CDBG	\$ 300,000
TOTAL PROJECT BUDGET	\$ 800,000

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.



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 09/24/2024

Department Requesting Grant Setup DPBRM

Department Phone # (Please include extension) 787-7772

Name and Title of Person to Contact in Case of Questions Tom Ashe
Executive Director

Was this Grant previously setup for a prior fiscal year? No

If yes, please indicate your previous project number:

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

X State – City (Parkland Acquisitions & Renovations for Communities

Grant – PARC)

Private/Other

Grant Name: Blunt Park

Total Grant Amount Awarded: \$ 500,000

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

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

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

Entity Name	Office of Energy & Environmental Affairs
Contact Person	Melissa Cryan
Street Address	100 Cambridge Street, 9 th Floor
City, State, Zip Code	Boston, MA 02114
Telephone	(617) 626-1171
Fax	
E-Mail	melissa.cryan@state.ma.us

Actual Award Date September 23, 2024

Board Approval Date

Start Date

Expiration Date June 1, 2026

Renewal Action Date (optional)

If there are any Matching Funds:

Type
CDBG - \$300,000

Comments re: Description/Purpose of Grant

The redevelopment of Blunt Park Phase 2 will increase accessible recreation.

Improvements include stone-dust walking track, outdoor exercise equipment, softball diamonds, parking lot improvements, fencing and landscaping.

Comments re: Conditions/Restrictions of Grant

There are no conditions or restrictions to this grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # : Not Applicable

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Quarterly

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

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

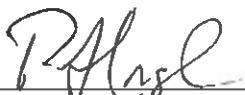
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 530600 \$35,000
584000 \$465,000

Object Codes:

Budget Roll-Up Codes:

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


Signature

9/24/24
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.



The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
 100 Cambridge Street, Suite 900
 Boston, MA 02114

Maura T. Healey
 GOVERNOR

Kimberley Driscoll
 LIEUTENANT GOVERNOR

Rebecca L. Tepper
 SECRETARY

Tel: (617) 626-1000
 Fax: (617) 626-1081
<http://www.mass.gov/eea>

September 23, 2024

Thomas Ashe
 Department of Parks, Buildings & Recreation Management
 200 Trafton Road
 Springfield, MA 01108

Re: Blunt Park Phase 2, PARC #50

Dear Mr. Ashe:

I am pleased to officially confirm that the Blunt Park Phase 2 project has been selected by the Executive Office of Energy and Environmental Affairs (EEA) to receive up to \$500,000 in state Parkland Acquisitions and Renovations for Communities (PARC) grant assistance.

Project deadline is June 1, 2026

Be advised that the sum of \$35,000 for design costs has been set-aside for encumbrance and expenditure in FY25. Please note that this figure is solely for expenditure in FY25. The remaining \$465,000 for construction will be executed for encumbrance of funds in FY26, which begins July 1, 2025. All construction work must be completed and closed out by June 1, 2026. PARC grants work on a reimbursement basis. Your community's reimbursement rate is 70%. We can only reimburse your community for 70% of what you spend as demonstrated through canceled municipal checks during the contract period, even if this figure does not reach the maximum value of the grant award for that specific fiscal year.

The project must be completed by June 1, 2026 because your grant award amount has been budgeted by EEA in the fiscal years requested in your application. If you anticipate any difficulties in meeting this spending target and schedule at any time, please contact me without delay. I can be reached at melissa.cryan@mass.gov or (857) 274-7173.

Next Steps

1. Take a **City Council or Town Meeting vote** if you have not done so already. I must have an electronic copy of the certified vote in hand no later than December 31, 2024. If you have not yet had me review the vote language, please do so immediately.
2. Execute the **PARC Project Agreements**. The PARC Project Agreement will be signed by your Chief Executive Officer and a majority of the Park or Recreation Commission members. Review the

Attachment: Parks - Blunt Phase II (8269 : Parks Department - PARC Grant - Blunt Park Phase II - \$500,000 - Match Required)

agreement carefully to be sure that the project has been correctly described and contact me immediately if any changes or updates need to be made. If the document is correct, please have **two copies signed** and mail them to me for signature by Rebecca Tepper, Secretary of EEA. One original will be returned to you to record, along with the town meeting or city council vote, property deed, and boundary map, at the Registry of Deeds, and to be copied for your audit file. The recorded Project Agreement must be returned to me no later than August 1, 2025.

3. Execute a **State Standard Contract**. This document allows our fiscal department to establish an account for your project. No reimbursement request can be honored unless the State Standard Contract, including the **Contractor Authorized Signatory Listing**, are signed and returned to me. The Contractor Authorized Signatory Listing Form should be signed by whoever signed the contract.
4. After the state contract has been signed and returned to you, you may proceed with the final design of your project. You may not start construction until July 1, 2025, and are expected to begin construction on that date. If you cannot, you must explain why. Please note that we are unable to reimburse your community for any costs incurred prior to the execution of the State Standard Contract.

Reimbursement Procedures

The reimbursement procedures will be discussed in detail at the Grants Management Workshop (information below). A **quarterly report form** is also enclosed, which is due the first business day of December, March, June, and September while the project is active.

Reimbursement will be contingent upon satisfying the following conditions:

1. Submit **final designs and specifications** before going to bid, together with required permits for the construction phase, and final billing for design work by June 1, 2025.
2. A copy of the **PARC Project Agreement**, which has been recorded at the Registry of Deeds (along with the town meeting or city council vote for the project and boundary map) and a marginal notation entered on the deed to the property, is returned by August 1, 2025.
3. The construction must be started on July 1, 2025 and closed out by June 1, 2026. If you do not begin construction on July 1, 2025, you must explain why and submit a schedule demonstrating how your project will meet the June 1, 2026 deadline.
4. Completion of outstanding Conservation Restrictions on parcels acquired with the use of Community Preservation Act funds. Applicants that have purchased real property interests for open space or recreational purposes using CPA funds must have all CRs required by Section 12 of Chapter 44B approved by the Secretary of EEA and recorded prior to receipt of project reimbursement from EEA. Please submit to DCS documentation showing the conveyance of approved CRs to an appropriate entity. Documentation should include the grantee, date of conveyance, and registry book/page of the CR document.

Legally Protected Recreation Land – Springfield's Commitment

Please remember that according to Article 97 of the Amendments to the Massachusetts Constitution, acceptance of the state grant requires that this site remain open to the general public and prohibits any other use other than public outdoor recreation.

Project Sponsor's Workshop

Please carefully review all the enclosed information, and plan to attend the Project Sponsor's Workshop. This is a short (around an hour), but important, mandatory meeting to review how to prepare your reimbursement request(s). If you cannot attend, please send someone to represent you since it would be very difficult to meet individually with each project sponsor. It will be held on Thursday, October 3, 2024 at 9:30 am. Upon RSVPing to me at melissa.cryan@mass.gov, the login information will be provided.

Congratulations on your successful application to the PARC Grant Program!

Sincerely,

Melissa Cryan
Grant Programs Supervisor

enc.

Attachment: Parks - Blunt Phase II (8269 : Parks Department - PARC Grant - Blunt Park Phase II - \$500,000 - Match Required)



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/osd-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: Exec. Off. of Energy and Env. Affairs MMARS Department Code: ENV	
Legal Address: (W-9, W-4): 36 Court Street, Springfield, MA 01103		Business Mailing Address: 100 Cambridge Street, 10 th Floor, Boston, MA 02114	
Contract Manager: Thomas Ashe	Phone: (413) 787-7770	Billing Address (if different):	
E-Mail: tashe@springfieldcityhall.com	Fax:	Contract Manager: Melissa Cryan	Phone: 857-274-7173
Contractor Vendor Code: VC6000192140		E-Mail: melissa.cryan@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD 001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: ENV 25 DCS 04	
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services <u> </u> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ <u>500,000</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (M.G.L. c. 23, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (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.) Blunt Park Phase 2, PARC #50: The project will include improved park entrance and parking lot, accessible walking track and outdoor fitness equipment, softball facilities, improved playing field, tree plantings, and landscaping improvements, in accordance with the terms of the PARC Grant Program and application filed by the City of Springfield, and on file with the Executive Office of Energy and Environmental Affairs, Division of Conservation Services.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2026</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____, Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____, Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____	



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

ATTACHMENT A – SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

INSTRUCTIONS: In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the Following attachment shall contain a specific detailed description of all obligations, responsibilities and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *Attach as many additional pages as necessary.* {See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.}

Blunt Park Phase 2, PARC #50: The project will include improved park entrance and parking lot, accessible walking track and outdoor fitness equipment, softball facilities, improved playing field, tree plantings, and landscaping improvements, in accordance with the terms of the PARC Grant Program and application filed by the City of Springfield, and on file with the Executive Office of Energy and Environmental Affairs, Division of Conservation Services. The City of Springfield will be reimbursed 70% of eligible costs incurred during the contract period up to the \$500,000 grant award as evidenced by the submittal of invoices and canceled municipal checks.

ATTACHMENT B – BUDGET AND APPROVED EXPENDITURES

{The Department and Contractor may complete this format or attach an approved alternative Budget format or invoice.}

Items identified below which are not part of the Contract should be left blank.

Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
FY25 Design				\$ 35,000
FY26 Construction				\$ 465,000
				\$
				\$
				\$
				\$
SUBTOTAL (this page)				\$ 500,000

MAXIMUM OBLIGATION

\$ 500,000

Page 1 of 1 Budget pages

Attachment B is subject to any restrictions or additional provisions outlined in Attachment A

Attachment: Parks - Blunt Phase II (8269 : Parks Department - PARC Grant - Blunt Park Phase II - \$500,000 - Match Required)



City Council

SCHEDULED

Meeting: 10/07/24 07:00 PM
Initiator: Trevor Crawford
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8277

5

FY24 Brownfields Clean Up Grant - No Match Required - \$5,000,000.00 (Mayor Sarno)

WHEREAS, the Community Development Department ("Department") has been awarded a Brownfields Clean Up Grant in the amount of \$5,000,000.00 from US Environmental Protection Agency (EPA); and

WHEREAS, the purpose of the grant is to provide funding to conduct remediation activities for Brownfields properties; real property, the expansion, development, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant; 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 grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

FY24 Brownfields Clean Up Grant - No Match Required - \$5,000,000.00



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 9/27/24

Department Requesting Grant Setup Comm Dev

Department Phone # (Please include extension) X6082

Name and Title of Person to Contact in Case of Questions Amanda Pham

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

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

X Federal – City

State DOE– School

State Other – School

State – City

Private/Other

Grant Name: COS FY24 Brownfields Cleanup Grant Program

Total Grant Amount Awarded: \$ 5,000,000.00

Attachment: COS FY24 Brownfield Clean up Set up (8277 : FY24 Brownfields Clean Up Grant - No Match Required - \$5,000,000.00)

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	US Environmental Protection Agency (EPA)
Contact Person	Dorrie Paar
Street Address	5 Post Office Square, STE 100
City, State, Zip Code	Boston MA
Telephone	617-918-1432
Fax	
E-Mail	Paar.Dorrie@epa.gov

Actual Award Date 8/14/24

Board Approval Date

Start Date 7/1/24

Expiration Date 9/30/28

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage?

Source

Amount

Comments re: Description/Purpose of Grant

This grant provides funding to conduct remediation activities for Brownfields properties; real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#: 66.818

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: COS FY24 Brownfield Clean up Set up (8277 : FY24 Brownfields Clean Up Grant - No Match Required - \$5,000,000.00)

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

Org Code:

Object Codes: 501000, 571100, 572100, 530600, 530105

Budget Roll-Up Codes:

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

Ammanda Pham

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.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		GRANT NUMBER (FAIN): 00A01525 MODIFICATION NUMBER: 0 PROGRAM CODE: 4B	DATE OF AWARD 08/14/2024
			TYPE OF ACTION New	MAILING DATE 08/19/2024
			PAYMENT METHOD: ASAP	ACH# 10068
			RECIPIENT TYPE: Municipal	
RECIPIENT: CITY OF SPRINGFIELD 36 COURT STREET SPRINGFIELD, MA 01103-1659 EIN: 04-6001415		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov		
PROJECT MANAGER Darbin Wilson 36 COURT ST SPRINGFIELD, MA 01103-1659 Email: WDarbin@springfieldcityhall.com Phone: 413-750-2810		EPA PROJECT OFFICER Dorrie Paar 5 Post Office Square, ste 100 Boston, MA 02109-3912 Email: Paar.Dorrie@epa.gov Phone: 617-918-1432	EPA GRANT SPECIALIST Monique Lloyd Grants Management Office 5 Post Office Square, ste 100 Boston, MA 02109-3912 Email: Lloyd.Monique@epa.gov Phone: 617-918-1976	
PROJECT TITLE AND DESCRIPTION City of Springfield FY2024 Brownfields Cleanup Grant Program Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This agreement provides funding under the Infrastructure Investment and Jobs Act (IIJA) to the City of Springfield. The recipient will conduct remediation activities as authorized by CERLCA 104(k)(3) in Springfield, Massachusetts. Specifically, this agreement will provide funding to the recipient to clean up a brownfield site. Additionally, the recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to conduct environmental site activities, will create a community involvement plan and administrative record for the site, and will report on interim progress and final accomplishments by completing and submitting relevant portions of the Property Profile Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES). Further, the recipient will remediate 1 brownfield site and anticipates holding 2 community meetings, finalizing 1 Analysis of Brownfield Cleanup Alternatives, and submitting 16 quarterly reports. Work conducted under this agreement will benefit the residents, business owners, and stakeholders in and near Springfield, Massachusetts. No subawards are included in this assistance agreement.				
BUDGET PERIOD 07/01/2024 - 09/30/2028	PROJECT PERIOD 07/01/2024 - 09/30/2028	TOTAL BUDGET PERIOD COST \$ 5,000,000.00	TOTAL PROJECT PERIOD COST \$ 5,000,000.00	
NOTICE OF AWARD Based on your Application dated 11/09/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 5,000,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 5,000,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS U.S. EPA, Region 1, EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912		ORGANIZATION / ADDRESS U.S. EPA, Region 1, Mission Support Division R1 - Region 1 5 Post Office Square, ste 100 Boston, MA 02109-3912		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official Arthur Johnson - Director of MSD				DATE 08/14/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 5,000,000	\$ 5,000,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 5,000,000	\$ 5,000,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(3) & 104(k)(5)(E) & 104(k)(10)(B)(iii) & Infrastructure Investment and Jobs Act (IIJA) (PL 117-58)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	24010CG050	24	E4SD	0130AG7	000D79X89	4114	-	-	\$ 5,000,000
									\$ 5,000,000

Attachment: FY24 Brownfield Clean up Cooperative Agreement (8277 : FY24 Brownfields Clean Up Grant - No Match Required - \$5,000,000.00)

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 25,000
2. Fringe Benefits	\$
3. Travel	\$ 9,000
4. Equipment	\$
5. Supplies	\$
6. Contractual	\$ 467,790
7. Construction	\$ 4,498,200
8. Other	\$
9. Total Direct Charges	\$ 5,000,000
10. Indirect Costs: 0.00 % Base	\$
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 5,000,000
12. Total Approved Assistance Amount	\$ 5,000,000
13. Program Income	\$
14. Total EPA Amount Awarded This Action	\$ 5,000,000
15. Total EPA Amount Awarded To Date	\$ 5,000,000

Attachment: FY24 Brownfield Clean up Cooperative Agreement (8277 : FY24 Brownfields Clean Up Grant - No Match Required - \$5,000,000.00)

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): r1_mbewbereport@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Grants Specialist**, [located on first page of this award](#); **Project Officer**, [Located on 1st page of this award](#).
- Workplan revisions, equipment lists, programmatic reports and deliverables: [Project Officer, located on the 1st page of this award](#).
- Quality Assurance documents: [Project officer located on 1st page of this award](#) AND R1QAPPs@epa.gov

B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable Pre-Award costs (both Federal and non-Federal matching shares) incurred from **July 1, 2024** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

FY24 Brownfields Cleanup Cooperative Agreement

Infrastructure Investment and Jobs Act Funds

Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Cleanup Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k) and the Infrastructure Investment and Jobs Act (IIJA).

I. GENERAL FEDERAL REQUIREMENTS

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2024 (FY24) competition for Brownfield Cleanup cooperative agreements. EPA's approval of the FY24 application indicates that the CAR is in compliance with the Site Characterization requirement (as outlined in Section III.B.9. of the FY24 Cleanup Grant Guidelines) and has provided information to EPA that demonstrates that a sufficient level of site characterization from environmental site assessments have been performed for the remediation work to begin on the site(s) subject to this agreement.
2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that cleanup activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations. The CAR must ensure cleanups are protective of human health and the environment.
3. The CAR must consider whether it is required to conduct cleanups through a State or Tribal response program. If the CAR chooses not to participate in a State or Tribal response program, then the CAR is required to consult with the EPA Project Officer to ensure the proposed cleanup is protective of human health and the environment.

If the State or Tribe does not have a promulgated response program that is applicable to the planned brownfield activity, then the CAR is required to consult with the EPA Project Officer to ensure the protectiveness of human health and the environment.

4. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), applicable federal laws and requirements include 2 CFR Part 200.

5. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 3145); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

6. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). For more detailed information on complying with Davis-Bacon, please see the [Contract Provisions for Davis-Bacon and Related Acts](#) and the Brownfields Davis-Bacon terms and conditions.

7. Refer to the General Term & Conditions for Buy America Sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA; also known as Bipartisan Infrastructure Law or BIL) (P.L. 117-58, §§70911-70917). The CAR can also refer to EPA's [Frequently Asked Questions for BABA](#) for more information.

8. The recipient agrees to have financial management and programmatic management systems in place to:

- a. Track and report on expenditures of IIJA funds.

- b. Track and report outputs and outcomes achieved with IIJA funds.

II. SITE OWNERSHIP/RECIPIENT ELIGIBILITY REQUIREMENTS

A. Site Ownership

1. The CAR may only clean up the site(s) it solely owns that is specified in the workplan for this cooperative agreement. The CAR must retain ownership of the site(s) while Brownfield Cleanup Grant funds are disbursed for the cleanup of the site(s) and must consult with the EPA Project Officer prior to transferring title or otherwise conveying the real property comprising the site(s). For the purposes of this agreement, the term “owns” means fee simple title unless the EPA previously approved a different ownership arrangement.

B. Continuing Obligations for CARs

1. EPA awarded this cooperative agreement to the CAR based on information indicating that the CAR would not use cooperative agreement funds to pay for a response cost at the site for which the CAR was potentially liable under CERCLA § 107. The CAR must demonstrate that it meets the requirements for one of the Landowner Liability Protections as either a Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner (CPO), or Innocent Landowner (ILO). These requirements include certain threshold criteria and continuing obligations that must be met in order for the CAR to maintain its eligible status. If the CAR fails to meet these obligations, EPA may disallow the costs incurred under this cooperative agreement for cleaning up the site under CERCLA § 104(k)(8)(C). The Landowner Liability Protection requirements include:

- a. Performing “all appropriate inquiries” into the previous ownership and uses of the property before acquiring the property.
- b. Not being potentially liable or affiliated with any other person who is potentially liable for response costs at the site through any direct or indirect familial relationship, any contractual, corporate, or financial relationship, or through the result of a reorganized business entity that was potentially liable.

While not necessary to obtain ILO protection, the CAR must still establish by a preponderance of the evidence that the act or omission that caused the release or threat of release of hazardous substances and any resulting damages were caused by a third party with whom the person does not have an employment, agency, or contractual relationship.

c. Demonstrating that no disposal of hazardous substances occurred at the facility after acquisition by the landowner (does not specifically apply for the CPO protection).

d. Taking “reasonable steps” with respect to hazardous substance releases by stopping any continuing releases, preventing any threatened future releases, and preventing or limiting human, environmental, or natural resource exposure to any previously released hazardous substance.

e. Complying with any land use restrictions established or relied on in connection with the response action at the site and not impeding the effectiveness or integrity of institutional controls employed in connection with the response action.

f. Providing full cooperation, assistance, and access to persons that are authorized to

conduct response actions or natural resource restoration at the site from which there has been a release or threatened release.

g. Complying with information requests and administrative subpoenas (does not specifically apply for the ILO protection).

h. Providing all legally required notices with respect to the discovery or release of any hazardous substances at the site (does not specifically apply for the ILO protection).

Notwithstanding the CAR's continuing obligations under this agreement, the CAR is subject to the applicable liability provisions of CERCLA governing its status as a BFPP, CPO, or ILO. CERCLA requires additional obligations to maintain the liability limitations for BFPP, CPO,

and ILO; the relevant provisions for these obligations include §§ 101(35), 101(40), 107(b), 107(q) and 107(r).

CARs that are exempt from CERCLA liability or do not have to meet the requirements for asserting an affirmative defense to CERCLA liability must also comply with continuing obligation items c.-h.

C. Site Substitution and Cleanup Method Changes

1. The CAR must use funds provided by this agreement to clean up the brownfield site(s) in the EPA-approved workplan. The CAR shall not substitute a different brownfield site.
2. The CAR shall not make substantial changes to the cleanup method described in the workplan, including changes to the expected cleanup based on public comment or other reasons, without prior EPA approval.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions.

The EPA Project Officer will assess whether the recipient is making sufficient progress in implementing its cooperative agreement 18 months and 30 months from the date of award. If EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Grants Management Officer or Award Official. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances.

Sufficient progress at 18 months is indicated when:

- an appropriate remediation plan is in place, institutional control development (if necessary) has commenced;
- initial community engagement activities have taken place;
- relevant state or tribal pre-cleanup requirements are being addressed;
- a Qualified Environmental Professional has been procured; and
- a solicitation for remediation services has been issued.

Sufficient progress at 30 months is indicated when:

- at least 50% of the site-specific activities have been completed and funds have been requested by and disbursed to the CAR;
- a Quality Assurance Project Plan has been approved by EPA; and
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement. Substantial involvement, includes, but is not limited to:

- a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.
- b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.
- c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).

d. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

e. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:

i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.

ii. Advice from EPA staff on how to access publicly available information on EPA or other federal agency websites.

iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)

iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.

f. Reviewing and approving that the Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, meets the Brownfields Program's requirements for an ABCA.

g. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well

as the substantive terms of proposed contracts or subawards as appropriate. This may include reviewing requests for proposals, invitations for bid, scopes of work and/or plans and specifications for contracts over \$250,000 prior to advertising for bids.

h. Reviewing the qualifications of key personnel. (EPA does not have the authority to select employees or contractors, including consultants, employed by the CAR or subrecipients receiving pass-through awards.)

i. Reviewing information in performance reports to ensure all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1. The EPA Project Officer will provide waivers to provisions a. – d. in Section III.B.1. in writing.

2. Effects of EPA's substantial involvement include:

a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.

b. The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable federal and state laws. If changes to the expected cleanup become necessary based on public comment or other reasons, the CAR must consult with the EPA Project Officer and the State.

c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. CARs, other than state entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) (\$10,000 for most CARs) must select the contractor(s) in compliance with the fair and open competition requirements in 2 CFR Part 200 and 2 CFR Part 1500. This requirement also applies to procurement processes that were completed before the award of this cooperative agreement. See the [Brownfields Grants: Guidance on Competitively Procuring a Contractor](#) for additional information.

CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to conduct site remediation activities vs. community engagement) and to allow the ability for work be performed concurrently at multiple sites.

2. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff to coordinate, direct, and oversee the brownfield site cleanup activities at a given site.

3. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental

Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

4. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Performance Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly performance reports to the EPA Project Officer within 30 days after each reporting period. Initially, quarterly performance reports will be submitted via email or via the optional Quarterly Reporting function tool within the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The EPA Project Officer will notify the CAR when use of the Quarterly Performance tool within ACRES is required. Once the EPA Project Officer notifies the CAR of required use, the CAR agrees to use this tool to input quarterly performance reports directly into ACRES within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter). If a due date falls on a weekend or holiday, the report will be due on the next business day.

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies from the EPA-approved workplan and budget shall be included in the report. The report shall also include any changes of key personnel concerned with the project that were approved by the EPA Grants Management Officer or Award Official. (Note, as provided at 2 CFR § 200.308, *Revision of budget and program*, the

CAR must seek prior approval from the EPA Grants Management Officer or Award Official for a change in a key person.)

2. The CAR must submit performance reports on a quarterly basis in ACRES using the Cleaning Quarterly Report function. Quarterly performance reports must include:

- a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Cleanup cooperative agreement and related activities completed with other sources of leveraged funding.
- b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
- c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
- d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
- e. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable); and total remaining funds. The budget summary table must include costs that are charged to the "other" budget object class category (e.g., subawards, etc.).

The CAR shall include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. The CAR shall include a statement on funding transfers^[1] among direct budget categories or programs, functions and activities that occurred during the quarter and cumulatively during the period of performance.

Note: ACRES reporting requirements can change over time, based on expansion of EPA's information collection authority, and the CAR is responsible for complying with the latest ACRES reporting requirements at the time of each quarterly performance report. The EPA Project Officer will notify the CAR when ACRES reporting requirements, specific to Brownfields Cleanup, change.

- f. For local governments that are using cooperative agreement funds for health monitoring, the quarterly report must also include the specific budget, the quarterly expenditure, and cumulative expenditures to demonstrate that 10% of federal funding is not exceeded.

Note: Each property where cleanup activities were performed and/or completed must have its corresponding information updated in ACRES prior to submitting the quarterly performance report (see Section III.E. below).

E. Property Profile Submission

1. The CAR must report on interim progress (e.g., clean up started) and any final accomplishments (e.g., clean up completed, contaminants removed, institutional controls required, engineering controls required) by completing and submitting relevant portions of the electronic Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly performance report to the EPA Project Officer. The CAR must utilize the electronic version of the Property Profile Form.

F. Final Cooperative Agreement Performance Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final performance report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final performance report shall document and summarize the elements listed in Section III.D.2., as appropriate, for activities that occurred over the entire project period.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Cost Share Requirement

1. As provided in IIJA, no cost share is required for this agreement.

B. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses necessary to clean up sites. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:
 - a. Ensuring cleanup activities at a particular site are authorized by CERCLA § 104(k) and the EPA-approved workplan.
 - b. Ensuring that a cleanup complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
 - c. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.
 - d. Using up to \$50,000 of the cooperative agreement funds to conduct unforeseen environmental site assessment activities only when:
 - i. the state or tribal environmental authority requires additional site characterization in order to move forward with the remediation, as provided at CERCLA § 104(k)(10)(B)(i)(I); or

the site is not enrolled in the State or Tribal response program and

the Environmental Professional recommends, in writing, additional site characterization in order to move forward with the remediation, as provided at CERCLA § 104(k)(10)(B)(i)(I); and

- ii. the CAR has exhausted available resources to conduct the environmental site assessment, including the resources described in the FY24 application.

The CAR must obtain written approval from the EPA Project Officer to use funding from this cooperative agreement to characterize the site.

e. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

f. Performing limited site characterization to confirm the effectiveness of the proposed cleanup design or the effectiveness of a cleanup once an action has been completed.

g. Ensuring that public participation requirements are met. This includes preparing a Community Involvement Plan which will include reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.

h. Establishing an Administrative Record.

g. Using a portion of the cooperative agreement funds to purchase environmental insurance for the remediation of the site. [Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.]

j. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the “Establishing and Managing Subawards” General Term and

Condition; and carrying out community engagement pertaining to the cleanup activities.

2. **Local Governments Only** – If authorized in the EPA-approved workplan and budget narrative, up to 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

3. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the sum of direct EPA funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is \$250,000. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403 (d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term “administrative costs” does not include:

- a. Investigation and identification of the extent of contamination of a brownfield site;
- b. design and performance of a response action; or
- c. monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.

- i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
 - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
 - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
 - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
 - v. Financial reporting under 2 CFR § 200.328;
 - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
 - vii. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

C. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:

- a. Pre-cleanup Phase I and Phase II environmental site assessment activities with the exception of site monitoring activities that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;
- b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action;
- c. Construction, demolition, and site development activities that are not cleanup actions (e.g., marketing of property (activities or products created specifically to attract buyers or investors), construction of a new facility, or addressing public or private drinking water supplies that have deteriorated through ordinary use);
- d. Job training activities unrelated to performing a specific cleanup at a site covered by the cooperative agreement;
- e. To pay for a penalty or fine;
- f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
- g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
- h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup; and
- i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
- d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

V. CLEANUP REQUIREMENTS

A. Authorized Cleanup Activities

1. The CAR shall prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events and changing climate conditions (e.g., sea level rise, drought, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis and documented in a decision document upon completion of the public comment period. The CAR must consult with the relevant state program (or EPA if there is not a state program that covers the site) to determine if the selected cleanup requires formal modification based on public comments or new information.

2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

B. Quality Assurance (QA) Requirements

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

When environmental data are collected as part of the brownfield cleanup (e.g., cleanup verification sampling, post-cleanup confirmation sampling), the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

The recipient will develop Quality Assurance Project Plans (QAPP) for all applicable project and tasks involving environmental information operations in accordance with the most current version of [EPA Quality Assurance Project Plan Standard](#), [Regional guidance documents](#) and [national guidance documents](#) may be helpful in meeting the requirements.

“Environmental information operations” is a collective term for work performed to collect, produce, evaluate, or use environmental information or the design, construction, operation or application of environmental technology. For EPA, environmental information includes direct measurements of environmental parameters or processes, analytical testing of environmental conditions, information provided by models, information compiled from other sources such as databases, software applications, or existing literature, the development of environmental software, tools, or models, or the design, construction, operation, or application of environmental technology.

The QAPP must be approved by EPA prior to environmental information operations, except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. Unless an alternate schedule has been agreed upon, QAPPs are to be submitted at least 60 days before project activities begin. QAPPs are submitted electronically to the following:

EPA Project Officer/Tribal Coordinator (see page 1 of assistance agreement for contact information) and Regional Quality Assurance Branch via R1QAPPs@epa.gov

For organizations with an EPA-approved Quality Management Plan (QMP), the recipient will submit an annual update letter to EPA documenting progress over the year and any changes to the QMP. Annual update letters will be sent every year for four years until the expiration of the QMP (five years from initial EPA approval). Annual QA update letters will be sent to the EPA Project Officer/Tribal Coordinator and the RQAM on the anniversary of the approval of the QMP by the RQAM; or on another mutually agreeable schedule.

For Reference:

- [Quality Management Plan \(QMP\) Standard and EPA's Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#).
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Non-EPA Organizations Quality Specifications](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

3. Competency of Organizations Generating Environmental Measurement Data:
In

accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/measurements->

[modeling/documents-about-measurement-competency-under-assistance-agreements](#) or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Public Involvement and Community Outreach

1. All cleanup activities require a site-specific Community Involvement Plan. The plan must include providing reasonable notice to the community and opportunity for public involvement and comment on the proposed cleanup options under consideration for the site. All information, including responses to public comments and administrative records, may be made available to the public to the extent consistent with 2 CFR § 200.338 and applicable state, tribal, or local law.

D. Public Awareness

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.

a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.

b. If the EPA logo is displayed along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the City of Springfield received financial support from the EPA under an Assistance Agreement per the term and condition described in Section V.D.1.a. above. More information is available at <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.

c. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law." The sign must be placed at construction sites in an easily visible location that can be directly linked to the work

taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at <https://www.epa.gov/invest/investing-america-signage>.

d. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable.

Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

4. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

E. Administrative Record

1. The CAR shall establish an Administrative Record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the Administrative Record shall include the ABCA; site investigation reports; the cleanup plan (or the contractor solicitation if it includes the cleanup plan); cleanup standards used; responses to public comments; and verification that shows that cleanup is complete. The CAR shall keep the Administrative Record available at a location convenient to the public and make it available for inspection. The Administrative Record must be retained for three (3) years after the termination of the cooperative agreement subject to any requirements for maintaining records of site cleanups ongoing at the time of termination.

F. Implementation of Cleanup Activities

1. The CAR shall ensure the adequacy of each cleanup in protecting human health and the environment as it is implemented.

2. If the CAR is unable or unwilling to complete the cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state agency and EPA to ensure an orderly transition should additional activities become necessary.

G. Completion of Cleanup Activities

1. The CAR shall ensure that the successful completion of a cleanup is properly documented. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows cleanup is complete (including No Further Action letters, institutional controls, etc.). This documentation must be included as part of the Administrative Record.

H. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.334, the CAR shall maintain records pertaining to the cooperative agreement for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to cleanups supported with Cleanup cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.337.

2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental noncompliance at the site(s) subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: “payment” is EPA's transfer of funds to the CAR; “closeout” refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a)

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.

2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement.

- a. The CAR must submit the following documentation:

i. The Final Cooperative Agreement Performance Report as described in Section III.F. of these Terms and Conditions.

ii. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.

b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

[1] Per EPA's General Term and Condition, the CAR must obtain prior approval from the EPA Grants Management Officer or Award Official for cumulative transfers of funds in excess of 10% of the total budget.

Davis-Bacon Term and Condition for Brownfields

1. Program Applicability

- a. **Program Name:** Brownfields Program
- b. **Statute:** Brownfields Direct Cleanup and Revolving Loan Fund Grants authorized by 42 U.S.C. 9604(k) are subject to Davis-Bacon and Related Acts (DBRA) as provided in 42 U.S.C. 9604(g)
- c. **Activities subject to Davis-Bacon:**
 - i. **Brownfield Sites Contaminated with Hazardous Substances:** All construction, alteration, and repair activity involving the remediation of hazardous substances is subject to DBRA. This includes:

- Excavation of contaminated soil;
- Construction of caps, barriers, and structures which permanently house treatment equipment;
- Installation of water supply wells/piping/connections;
- Abatement of contamination in buildings; and
- Demolition (if followed by new construction).

1.

- ii. **Brownfield Sites Contaminated with Petroleum:** DBRA prevailing wage requirements apply when the project includes:
- Excavation of contaminated soil and/or tank removal if followed by paving and concrete replacement, or if

it is an extensive soil excavation project;

- Construction of caps, barriers, and structures which permanently house treatment equipment; and
- Installation of water supply wells/piping/connections and related excavation and replacement of contaminated soil.

d. **Prevailing Wage Classification (e.g., Heavy Construction, Residential, Commercial) (optional):**

- **Heavy Construction:** EPA has determined the “Heavy Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments to existing contractors for:
 - Excavation and removal of contaminated soil;
 - Construction of caps or barriers;
 - Replacement of paving and concrete; and
 - Installation of water supply wells/piping/connections.
- **Building Construction:** EPA has determined the “Building Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments for the construction of:
 - Demolition (if followed by new construction);
 - Construction of structures which permanently house treatment equipment; and
 - Abatement of contamination in buildings (other than residential structures less than 4 stories in height).
- **Residential Construction:** EPA has determined the “Residential Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height.

2. **Davis-Bacon and Related Acts**

[DBRA](#) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more
- Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

3. **Recipient Responsibilities When Entering Into and Managing Contracts:**

c. **Solicitation and Contract Requirements:**

- iii. **Include the Correct Wage Determinations in Bid Solicitations and Contracts:** Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.
- iv. **Include DBRA Requirements in All Contracts:** Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#).”

1.

b. **After Award of Contract:**

- ii. **Approve and Submit Requests for Additional Wages Rates:** Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).
- iii. **Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions:** Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

4. **Recipient Responsibilities When Establishing and Managing Additional Subawards:**

d. **Include DBRA Requirements in All Subawards (including Loans):**

Include the following text on all subawards under this grant:

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the [DBRA Requirements for EPA Subrecipients](#).”

1.

- b. **Provide Oversight to Ensure Compliance with DBRA Provisions:** Recipients are responsible for oversight of subrecipients, and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).

- 5. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR 5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.



City Council

SCHEDULED

Meeting: 10/07/24 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8260

6

Springfield City Library Donation - \$300,000.00 (Mayor Sarno)

WHEREAS, the Library Department has been awarded donations totaling \$300,000.00 from the Springfield Library Foundation; and

WHEREAS, the funds provided by the donors were designated to the Promise Realized Capital Campaign; and

WHEREAS, the department intends to use the funds on the design, equipment and construction of the new East Forest Park Branch Library; 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 - \$300,000.00

**PROMISE
REALIZED**
EAST FOREST PARK BRANCH LIBRARY
CAPITAL CAMPAIGN

September 24, 2024

Cathy Buono
Chief Administrative & Financial Officer
City of Springfield
36 Court Street
Springfield, MA 01103

Dear Ms. Buono,

On behalf of the Springfield Library Foundation and all of our donors to the Promise Realized Capital Campaign, it gives me great pleasure to enclose a check in the amount of \$300,000, which represents our FY2024 payment toward on our \$2 million campaign goal.

This contribution represents donations and pledges from more than 200 donors large and small, and we are excited to see it put to use.

As agreed, these funds have been restricted to be used exclusively on the design, equipment and construction of the new East Forest Park Branch Library.

Sincerely,



Matthew Blumenfeld
Executive Director, Sp

cc: Domenic Sarn
Molly Fogarty
Michael A. Fe

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

Sept 19, 2024
Date

301
62-15/311
150

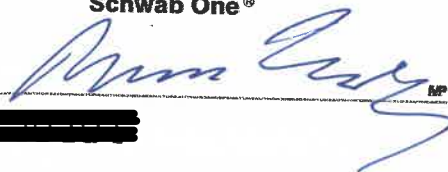
Pay to the
Order of CITY OF SPRINGFIELD \$300,000.00
three hundred thousand dollars and no/100 Dollars



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

Schwab One®

For Promise Realized 2023 Pymt.



Harford Clerks

Springfield Library Foundation 220 State Street Springfield MA 01103

Attachment: SLF Donation \$300,000_Redacted (8260 : Springfield City Library Donation - \$300,000.00)



City Council

SCHEDULED

Meeting: 10/07/24 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8259

7

Springfield City Library Donation - \$100.00 (Mayor Sarno)

WHEREAS, the Library Department has been awarded donations totaling \$100.00 from Leslie Lawrence 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 donation and requests authorization from the City Council and the Mayor to expend the donation funds listed in the attachment; and

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

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

Springfield City Library Donation - \$100.00

LESLIE LAWRENCE
RONALD WEINGARTNER

2372

53-13/110 MA
26727

9/5/24 Date

Pay To The
Order OfSpringfield City Library ~ \$100.⁰⁰
one hundred and 00/100 ~ DollarsPhoto
Safe
Deposit*
Details on back

BANK OF AMERICA

ACH R/T 011000138

For

In memory of Bruce Leslie Lawrence
Weisbach

Harland Clarke

Please accept this donation
of \$100 in memory of
Bruce Weisbach, a beloved
friend of our family.
We will be attending
his celebration of life event
at your convenience in
October.
Please have this donation
go to your library fund.
Thank you
Leslie Lawrence



City Council

SCHEDULED

8

Meeting: 10/07/24 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8261

FY25 Libraries Cash Donations - \$89.00 (Mayor Sarno)

WHEREAS, the Springfield City Library Department has been awarded donations totaling \$89.00 from various individuals; and

WHEREAS, the funds provided by the donors were designated to the Springfield City Library donations account; 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 "Libraries Cash Donations"; 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 donation without further appropriation:

FY25 Libraries Cash Donations - \$89.00

From: [Jackson, Aieshya](#)
To: [Berardi, Gianna](#); [Gokey, Beth](#)
Subject: [External] RE: [External] Library donation
Date: Friday, September 27, 2024 2:04:06 PM

Okay please add this to next meeting!

Aieshya Jackson, Business Manager
 Springfield City Library – All Yours, Just Ask
 220 State Street
 Springfield, MA 01103
 413-263-6828, ext. 290
ajackson@springfieldlibrary.org

Connect with us!
www.facebook.com/springfieldcitylibrary
www.twitter.com/SpfldMassLib
www.instagram.com/spfldmasslib/
www.springfieldlibrary.org

From: Berardi, Gianna [mailto:GBerardi@springfieldcityhall.com]
Sent: Friday, September 27, 2024 2:03 PM
To: Jackson, Aieshya <AJackson@SpringfieldLibrary.org>; Gokey, Beth <bgkey@springfieldcityhall.com>
Subject: RE: [External] Library donation

Hi Aieshya,

Yes, any cash or goods donation would have to go before the city council!

Thank you!

Gianna Berardi
Budget Analyst
Office of Administration & Finance
 36 Court Street
 Springfield, MA 01103
 P: (413) 784-4707
GBerardi@springfieldcityhall.com

From: Jackson, Aieshya <AJackson@SpringfieldLibrary.org>
Sent: Friday, September 27, 2024 12:04 PM
To: Berardi, Gianna <GBerardi@springfieldcityhall.com>; Gokey, Beth <bgkey@springfieldcityhall.com>
Subject: [External] Library donation

Good morning,

The library received cash donations to the East Springfield Branch totaling \$89. They have a donation

Attachment: Library Cash Donation \$89 (8261 : FY25 Libraries Cash Donations - \$89.00)

box there. Does this go before council?

Aieshya Jackson, Business Manager
Springfield City Library – All Yours, Just Ask
220 State Street
Springfield, MA 01103
413-263-6828, ext. 290
ajackson@springfieldlibrary.org

Connect with us!

www.facebook.com/springfieldcitylibrary
www.twitter.com/SpfldMassLib
www.instagram.com/spfldmasslib/
www.springfieldlibrary.org

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

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

Attachment: Library Cash Donation \$89 (8261 : FY25 Libraries Cash Donations - \$89.00)



City Council

SCHEDULED

Meeting: 10/07/24 07:00 PM
Initiator: Trevor Crawford
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8262

9

FY25 Municipal Road Safety Grant - No Match - \$59,999.94 (Mayor Sarno)

WHEREAS, the Springfield Police Department ("Department") has been awarded an "FY25 Municipal Road Safety Grant" from the Massachusetts Executive Office of Public Safety & Security in the amount of \$59,999.94; and

WHEREAS, the purpose of the grant is to allow for the adaptation and enhancement of traffic safety programs by addressing the expanding and evolving roles of local law enforcement departments that require a comprehensive approach to keeping roads safe; and

WHEREAS, the grant funds will be used for enforcement and administration to be conducted by the Springfield Police Department for six (6) traffic enforcement campaigns, which are called "Winter Impaired Driving", "Distracted Driving", "Click It Or Ticket", "June Speed Enforcement", "July Speed Enforcement", and "Summer Impaired Driving"; 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 full amount 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:

Municipal Road Safety Grant - \$59,999.94



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

9/26/24

Department Requesting Grant Setup

Office of PD Finance

Department Phone # (Please include extension)

413-787-6831

Name and Title of Person to Contact in Case of Questions

Kyla Raimer- Grant Administrator

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number:

Yes, MRS24 (Please use MRS25 for this year)

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

(Y/N) N

If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

X

State – City

Private/Other

Grant Name:

Municipal Road Safety Grant

Total Grant Amount Awarded: **\$59,999.94**

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

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

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

Entity Name	Executive Office of Public Safety and Security
Contact Person	Denise Brown
Street Address	35 Braintree Hill Office Park, Suite 302
City, State, Zip Code	Braintree, MA 02184
Telephone	781-535-0069
Fax	
E-Mail	<u>denise.m.brown@mass.gov</u>

Actual Award Date

11/1/2024

Board Approval Date

Start Date

TBD

Expiration Date

09/15/2025

Renewal Action Date (optional)

If there are any Matching Funds: **NO**

Type

Comments re: Description/Purpose of Grant

Traffic Enforcement Campaigns and new Preliminary Breath Tests

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: MRS25 Grant Set Up (8262 : Police FY25 Municipal Road Safety Grant - No Match - \$59,999.94)

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

Org Code:

Object Codes: **506000 - \$59,999.94**

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

9/26/2024
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.



The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Office of Grants and Research

35 Braintree Hill Office Park
Braintree, MA 02184

Tel: (617) 725-3301
Fax: (617) 725-0260

MAURA T. HEALEY
Governor

KIMBERLEY DRISCOLL
Lieutenant Governor

TERRENCE M. REIDY
Secretary

KEVIN STANTON
Executive Director

September 24th, 2024

Domenic Sarno
Mayor
Springfield Police Department
130 Pearl Street
Springfield, MA 01105

Dear Mayor Sarno,

I am pleased to inform you that the **Springfield Police Department** has been awarded **\$59,999.94** for its ***Municipal Road Safety Program***. The funding for this project was made possible by the National Highway Traffic Safety Administration.

All the necessary documents, including the Standard Contract Form, are enclosed. Please note your official start date will be the date that your returned contract is signed and dated by OGR. Costs incurred prior to the date the contract is fully executed by OGR will not be eligible for reimbursement.

If you or your staff have any questions, please feel free to contact Jennifer Slonina, Program Coordinator, at Jennifer.Slonina@mass.gov or 781-535-0061.

Congratulations on your award and we look forward to working with your department to improve traffic safety in Massachusetts.

Sincerely,

Kevin J. Stanton
Executive Director
Enclosure

Attachment: MRS25 Grant Set Up (8262 : Police FY25 Municipal Road Safety Grant - No Match - \$59,999.94)



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

CONTRACTOR LEGAL NAME: Town/City of Springfield Police Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety & Security, Office of Grants & Research MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 36 COURT ST, SPRINGFIELD, MA 01103-1602		Business Mailing Address: 35 Braintree Hill Office Park, Suite 302 Braintree, MA 02184	
Contract Manager: Kyla Raimer	Phone: (413) 787-6381	Billing Address (if different):	
E-Mail: kraimer@springfieldpolice.net	Fax:	Contract Manager: Denise Brown	Phone: 781-535-0069
Contractor Vendor Code: VC6000192140		E-Mail: Denise.M.Brown@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): 2025MRSPSPRINGFIELDX	
		RFR/Procurement or Other ID Number: BD-24-1044-EPS11-10440-103769	
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended). \$ <u>\$59,999.94</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FFY2025-Municipal Road Safety Program PT-25-05- 148 F402BIL/80000402-- \$59,999.94 Assistance Listing# 20.600			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☐ 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☒ 2. may be incurred as of <u>11/1</u> , 2024, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 3. were incurred as of ____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>9/15</u> , 2025, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____, Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____, Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Kevin J. Stanton</u> Print Title: <u>Executive Director, Office of Grants & Research</u>	



City Council

SCHEDULED

Meeting: 10/07/24 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8258

10

Bills of Prior Year - Various Departments - \$4,395.03 (Mayor Sarno)

WHEREAS, to meet expenses incurred by the City of Springfield, pursuant to Mass. Gen. Laws Ch. 44 Section 64 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer ("CAFO") and his Honor the Mayor have requested authorization from the City Council that the Departments listed on the attached CAFO certification may pay bills from a previous fiscal year totaling \$4,395.03; and

WHEREAS, the departments listed will make payment for unpaid bills of a previous fiscal year from their FY25 General Fund Operating Budgets; and

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the payments of the bills listed on the attached CAFO certification from the FY25 General Fund Departmental Operating Budgets for the expenses incurred in a previous fiscal year.

Bills of Prior Year - Various Departments - \$4,395.03

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: October 7th, 2024
Re: Order for Council Meeting – 10/7/24
Cc: Mayor Domenic J. Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the October 7th, 2024 Council meeting, which authorizes the City to pay \$4,395.03 towards bills for services rendered in a prior year.

Background: This is a request to allow several departments to pay previous year's bills from their current year (FY25) operating budgets. Listed below are the departments, invoices, due dates, reasons and amounts.

Department	Invoice #	Vendor	Date	Reason	Amount
Elders	5069035421	Ricoh USA	3/1/2024	FY24 Services Rendered	\$ 60.75
HR/LR		John W. Hanson	3/9/2024	FY24 Services Rendered	\$ 2,800.00
Police	5858	John Guilfoil Public Relations	3/31/2024	FY24 Services Rendered	\$ 300.00
Police	811886	Accueate Court Reporting	7/3/2024	FY24 Services Rendered	\$ 1,059.28
Treasurers	6525	Whitman Properties Inc.	4/30/2024	FY24 Services Rendered	\$ 35.00
Treasurers	6532	Whitman Properties Inc.	5/31/2024	FY24 Services Rendered	\$ 70.00
Treasurers	6539	Whitman Properties Inc.	6/30/2024	FY24 Services Rendered	\$ 70.00
Total					\$ 4,395.03

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 BOPY's PDF (8258 : Bills of Prior Year - Various Departments - \$4,395.03)

RICOH

Ricoh USA, Inc Attn: Customer Administration
300 Eagleview Blvd, Exton PA US 19341

INVOICE

Ricoh will enforce late fees per the terms & conditions of your agreement.

Page 1 of 1

CITY OF SPRINGFIELD
ATTN: ACCOUNTS PAYABLE
1476 ROOSEVELT AVE
SPRINGFIELD MA 01109-2420

Invoice Number	Invoice Date
5069035421	03/01/2024
Terms	Due Date
45 NET	04/15/2024
Customer Number	Purchase Order Number
13730055	COMM OF MASS ITC66
Federal ID	DUNS#
23-0334400	04-396-4519

Contract #: 5393036

We appreciate your business.
For any questions, please contact us by visiting my.ricoh-usa.com and using Click to Chat or call us at 1-888-456-6457 to order additional products, supplies, services or to submit meter reads

For details on Ricoh's EPEAT and environmental initiatives, visit www.ricoh-usa.com/environment. Ricoh has posted to its website take back, recycling, paper content, reporting and design information for its imaging equipment/ Toner Containers/ packaging to meet EPEAT criteria. None of the returned material goes to landfill or incineration.

Equipment Location	Equipment Detail Service Offering	Billing Details	Amount	Sales Tax	Total
ELDER AFFAIRS 1476 ROOSEVELT AVE SPRINGFIELD MA 01109 Upstairs	RICOH IMC4500 EID 14791911 MFG 3122RC10719 S/N C91269448	Black and White Current Read 28286 02/29/2024 Previous Read 24051 12/01/2023 Total Images 4235 Allowance 0 Additional Images 4235 @ 0.005400 Color Current Read 6324 02/29/2024 Previous Read 4921 12/01/2023 Total Images 1403 Allowance 0 Additional Images 1403 @ 0.027000	22.87	0.00	22.87
			37.88	0.00	37.88
		Total	60.75	0.00	60.75

Regular Bill~

Amount Due 60.75

CITY OF SPRINGFIELD
ATTN: ACCOUNTS PAYABLE
1476 ROOSEVELT AVE
SPRINGFIELD MA 01109-2420

Detach and Return This Portion With Your Payment or Pay Online at www.ricoh-usa.com
To ensure proper credit to your account, please write your customer and invoice number on your check

Make check payable and remit to:

Ricoh USA, Inc
P.O. Box 827577
PHILADELPHIA PA 19182-7577

Customer No.	13730055
Invoice Number	5069035421

Amount Due 60.75

Thank you for choosing Ricoh USA, Inc

00 0050690354214 00137300554 00000060756 000000000 000000000

July 15, 2024

David J. Wenc. Esq.
Labor Relations Counsel
City of Springfield
36 Court Street
Springfield MA01103

Terence E. Coles, Esq.
PYLE, ROME EHRENBURG, P.C.

RE: UFCW Local 1459
 And
 City off Springfield

Arbitrator’s Compensation: \$1,400 per day

Hearing Date: March, 9, 2024	\$1,400.00
Reading and Writing: Three Days	\$4,200.00
Total Due:	\$5,600.00
Total Due: UFCW Local 1459	\$2,800.00
Total Due: City of Springfield	\$2,800.00

Very truly yours,

John W. Hanson
Arbitrator
7 Florida St
Dorchester, MA 02124
617-680-5629
SS # 012-40-3256

Attachment: HRLR J. Hanson BOPY (8258 : Bills of Prior Year - Various Departments - \$4,395.03)

Accurate Court Reporting, Inc.

1500 Main Street, Suite 222, P.O. Box 15087
 Springfield, MA 01115
 Phone: 413.747.1806



Egan, Flanagan & Cohen, P.C.
 Maurice M. Cahillane, Esq.
 67 Market Street
 P.O. Box 9035
 Springfield, MA 01102

Invoice #811886

Date	Terms
07/03/2024	Due on receipt

PAST DUE**Job #510175 on 05/23/2024 at 10:00 AM ET**

Case: Reginald Miller vs. City of Springfield
Court Docket#: 2179CV00430

Delivery Type: 3 day Expedite

Description	Price	Qty	Amount
Original Transcript of Reginald Miller			
Original Transcript (108 Pages)	\$ 8.91	1.00	\$ 962.28
			\$ 962.28
Other			
Attendance Fee	\$ 75.00	1.00	\$ 75.00
Postage & Handling	\$ 22.00	1.00	\$ 22.00
			\$ 97.00

Amount Due: \$ 1,059.28

Paid: \$ 0.00

PLEASE NOTE: 3 Day Expedite Fee Applied**Reporter Reference: JRS**

Please Remit To:
 Accurate Court Reporting, Inc.
 1500 Main Street, Ste. 222
 P. O. Box 15087
 Springfield, MA 01115

Please indicate invoice number on check.
 Thank you. We appreciate your business.

Tax ID: 04-3106129

Balance Due:	\$ 1,059.28
---------------------	--------------------

Attachment: PD BOPY - ACR INV #811886 (8258 : Bills of Prior Year - Various Departments - \$4,395.03)

F424

10.e

John Guilfoil Public Relations
PO Box 22
Georgetown, MA 01833 US
+1 6179930003
john@jgpr.net
https://jgpr.net

Invoice



JOHN GUILFOIL
PUBLIC RELATIONS

BILL TO

Springfield Police Department

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
5858	03/01/2024	\$300.00	03/31/2024	Net 30	

DESCRIPTION	QTY	RATE	AMOUNT
Website Design:Website Design Website updates and technical support 2/5/24	2	150.00	300.00

BALANCE DUE

\$300.00



Attachment: PD BOPY-JOHN GUILFOIL INV#5858 (8258 : Bills of Prior Year - Various Departments - \$4,395.03)

Witman Properties Inc.

121 Main St.
Holyoke, MA 01040**Invoice**

Date	Invoice #
4/30/2024	6525

Bill To
City of Springfield Attn: Julisa Davila-Ramos 1600 East Columbus Ave.. Springfield, MA 01103

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	195 State Street: 4/29: Routine Lawn Mowing Services (B.J)	35.00	35.00 35.00
Please remit to above address.		Total	\$35.00

OK
Steph Sherry
7-30-2024

Attachment: TREASURER BOPY - WITMAN INVOICES 195 STATE (8258 : Bills of Prior Year - Various Departments - \$4,395.03)

Witman Properties Inc.

121 Main St.
Holyoke, MA 01040**Invoice**

Date	Invoice #
5/31/2024	6532

Bill To
City of Springfield Attn: Julisa Davila-Ramos 1600 East Columbus Ave.. Springfield, MA 01103

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
2	195 State Street: 5/13; 5/27: Routine Lawn Mowing Services (B.J)	35.00	70.00 70.00
Please remit to above address.		Total	\$70.00

OK
8-15-24

Attachment: TREASURER BOPY - WITMAN INVOICES 195 STATE (8258 : Bills of Prior Year - Various Departments - \$4,395.03)

Witman Properties Inc.

121 Main St.
Holyoke, MA 01040**Invoice**

Date	Invoice #
6/30/2024	6539

Bill ToCity of Springfield
Attn: Julisa Davila-Ramos
1600 East Columbus Ave..
Springfield, MA 01103

P.O. No.

Terms

Project

Quantity	Description	Rate	Amount
2	195 State Street: 6/10; 6/24: Routine Lawn Mowing Services (B.J)	35.00	70.00 70.00
Please remit to above address.		Total	\$70.00

OK
Steph J. [Signature]
8-15-2024

Attachment: TREASURER BOPY - WITMAN INVOICES 195 STATE (8258 : Bills of Prior Year - Various Departments - \$4,395.03)



City Council

SCHEDULED

Meeting: 10/07/24 07:00 PM
Initiator: Robert Shewchuk
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8272

11

Appropriation Order for Taking Damages for the Sumner Avenue (Route 83) "The X" Improvement Project \$569,900 (Mayor Sarno) (Mayor Sarno)

WHEREAS, the Department of Public Works has requested that the Springfield City Council approve an Order of Taking authorizing the eminent domain takings of: four (4) permanent partial takings (Parcel 1-C, Parcel 2-C, Parcel 3-C, Parcel 4-C); five permanent easements (Parcel PE-1 through PE-5); and one hundred twenty-eight (128) temporary construction easements (TE-1 through TE-17, TE-19 through TE-69, TE-69A, TE-69B, TE-70, TE-71, TE-73 through TE-79, TE-81 through TE-101, TE-104 through TE-110, and TE-112 through TE-132), over portions of properties located on Sumner Avenue, Dickinson Street, Belmont Avenue, Commonwealth Avenue, Ormond Street, Lenox Street, and Cliftwood Street, in Springfield, MA, as more particularly described on the spreadsheet attached hereto as Exhibit A, and in the *Order of Taking* which has been filed with the City Council; and

WHEREAS, such takings are necessary to obtain all "rights of way" necessary for the Sumner Avenue (Route 83) "The X" Improvement Project ("Project") to be constructed and undertaken by the City of Springfield Department of Public Works, and for ongoing maintenance of the improvements following construction; and

WHEREAS, the City obtained appraisals of the value of the property rights and easements and requests the City Council to appropriate the funds necessary to compensate the property owners for the eminent domain takings of the property rights and easements; and

WHEREAS, the Department of Public Works will use Chapter 90 Funded Project funds for the purpose of paying the awards of damages to the property owners; and

WHEREAS, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in his professional opinion, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the appropriation of funds described herein for purposes of compensating property owners for the proposed eminent domain takings as described in the Order of Taking, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008;

IT IS ORDERED, that pursuant to its authority under Mass. Gen. Laws Chapter 43, Section 30, Mass. Gen. Laws Chapter 79, Mass. Gen. Laws Chapter 44, Section 32, and Chapter 468 of the Acts of 2008, the City Council hereby appropriates the sum of

Five Hundred Sixty Nine Thousand Nine Hundred and 00/100 Dollars (\$569,900.00)

for the payment of damages for the anticipated taking of four (4) permanent partial takings (Parcel 1-C, Parcel 2-C, Parcel 3-C, Parcel 4-C); five permanent easements (Parcel PE-1 through PE-5); and one hundred twenty-eight (128) temporary construction easements (TE-1 through TE-17, TE-19 through TE-69, TE-69A, TE-69B, TE-70, TE-71, TE-73 through TE-79, TE-81 through TE-101, TE-104 through TE-110, and TE-112 through TE-132) over parcels of land located on Sumner Avenue, Dickinson Street, Belmont Avenue, Commonwealth Avenue, Ormond Street Lenox Street, and Cliftwood Street in Springfield, MA, as described in Exhibit A and the Order of Taking, to obtain the access rights needed for the roadway and traffic improvements to be constructed and maintained, to be paid from the following account:

Account #: 23294000-576400-32925

Chapter 90 Funded Project - \$569,900

Ex. A.

Damages for Permanent Partial Takings:

<u>PARCEL / ADDRESS</u>		<u>OWNER</u>	<u>AREA (S.F.)</u>	<u>AWARD OF DAMAGES</u>
1-C	615 BELMONT AVE	AGREE EASTERN, LLC	905	\$18,100
2-C	615 BELMONT AVE	AGREE EASTERN, LLC	2682	\$53,640
3-C	615 BELMONT AVE	AGREE EASTERN, LLC	1202	\$24,040
4-C	616 BELMONT AVE	THUY TINA NGUYEN	41	\$2,990
Total for Permanent Partial Takings:				\$98,770

Damages for Permanent Easements:

<u>PARCEL / ADDRESS</u>		<u>OWNER</u>	<u>AREA (S.F.)</u>	<u>AWARD OF DAMAGES</u>
PE-1	497 BELMONT AVE	PARRELLI BRANDON 497 BELMONT AVE REALTY TRUST	57	\$860
PE-2	600 BELMONT AVE	HSU LIANG MIN & CUI QING ZHANG	134	\$2,010
PE-3	615 BELMONT AVE	AGREE EASTERN, LLC	138	\$2,070
PE-4	464 DICKINSON ST	PARKWOOD APARTMENTS LLC	24	\$360
PE-5	568 BELMONT AVE	SALMAR REALTY LLC	113	\$1,700
Total for Permanent Easements:				\$7,000

Damages for Temporary Easements:

<u>PARCEL / ADDRESS</u>		<u>OWNER</u>	<u>AREA (S.F.)</u>	<u>AWARD OF DAMAGES</u>
TE-1	299 SUMNER AVE	"CITY OF SPRINGFIELD (DEPARTMENT OF PUBLIC PARKS) FOREST PARK"	7390	N/A
TE-2	280 SUMNER AVE	IAN ROSE	476	\$1,140
TE-3	286 SUMNER AVE	NICOLE T. BAKER	423	\$1,020
TE-4	290-294 SUMNER AVE	FOREST PARK RENTALS LLC	1051	\$1,580
TE-5	302 SUMNER AVE	TRINITY ESTATE INVESTMENTS & DEVELOPMENT LLC	622	\$1,310
TE-6	320 SUMNER AVE	NANCY BRENS	784	\$1,880
TE-7	330 SUMNER AVE	MATEO JOSE M. AVILES & SAMANTHA AVILES	556	\$1,330

TE-8	46 OAKLAND ST	CITY OF SPRINGFIELD (SCHOOL DEPARTMENT) FOREST PARK MIDDLE SCHOOL	1878	N/A
TE-9	17-19 OAKLAND ST	CALVARY'S LOVE CHURCH	1448	\$2,170
TE-10	361 SUMNER AVE	TRINITY METHODIST EPISCOPAL CHURCH	5093	\$12,220
TE-11	366 SUMNER AVE	MARTA E. GONZALEZ	509	\$1,220
TE-12	372 SUMNER AVE	BHANU & JANUKA N. TIWARI	475	\$1,140
TE-13	376-378 SUMNER AVE	KERUBE FARHADI	595	\$1,430
TE-14	390 SUMNER AVE	ANDREW W. VIVENZIO	604	\$1,450
TE-15	398 SUMNER AVE	DAO VU	438	\$1,050
TE-16	402 SUMNER AVE	ROSEMARY PEREZ	572	\$1,370
TE-17	408 SUMNER AVE	TOWER REALTY PARKER ST LLC	526	\$1,260
TE-19	407 SUMNER AVE	GEN-WEALTH PROPERTIES LLC	650	\$1,560
TE-20	420 SUMNER AVE	PARKRIDGE PROPERTIES LLC	522	\$1,250
TE-21	426 SUMNER AVE	ESTRELLA DE URENA	473	\$1,140
TE-22	432 SUMNER AVE	ISAAC GRULLON COLON	475	\$1,140
TE-23	440 SUMNER AVE	TAVITHA PALACE REALTY TRUST	476	\$1,140
TE-24	444 SUMNER AVE	PERSAM SPRINGFIELD LLC	2497	\$14,980
TE-25	415 SUMNER AVE	JOSE L. ESTEVEZ	557	\$1,340
TE-26	419 SUMNER AVE	TY G MEZZETTI	614	\$1,470
TE-27	425 SUMNER AVE	PARKWOOD APARTMENTS LLC	251	\$600
TE-28	445 SUMNER AVE	RF REALTY COMPANY LLC	921	\$5,330
TE-29	470 SUMNER AVE	OBSIDIAN ML 6, LLC	3403	\$20,420
TE-30	485-489 SUMNER AVE	LENOX CHARITABLE FUND INC	559	\$3,350
TE-31	556 SUMNER AVE	HUU AND MINH LLC	897	\$5,380
TE-32	501 SUMNER AVE	PETRAKIS REALTY LLC & CARDINAL REALTY CO.	4220	\$25,320
TE-33	589 BELMONT AVE	RICHARD P. CROWLEY & JOHN BONAVITA & CAROL SLATE TRUSTEES	530	\$3,180
TE-34	561 SUMNER AVE	SPRINGFIELD INSTITUTION FOR SAVINGS	488	\$2,930
TE-35	570 SUMNER AVE	SONAL PATEL LLC	976	\$5,860
TE-36	590 SUMNER AVE	TGN ASSOCIATES LLC	3669	\$22,010
TE-37	561 SUMNER AVE	SPRINGFIELD INSTITUTION FOR SAVINGS	353	\$2,120
TE-38	S.S. SUMNER AVE	MASSACHUSETTS CVS PHARMACY LLC	669	\$4,010
TE-39	615-621 BELMONT AVE	AGREE EASTERN, LLC	1401	\$8,410
TE-40	598-600 SUMNER AVE	K S KANTOR LLC	2365	\$14,190
TE-41	606 SUMNER AVE	K S KANTOR LLC	394	\$2,360

Attachment: Ex. A Appropriation (8272 : Appropriation Order for Taking Damages for the Sumner Avenue (Route 83) "The X" Improvement

TE-42	618 SUMNER AVE	ANTHONY NASH YEBOAH	344	\$830
TE-43	S.S. SUMNER AVE	ISLAND REALTY INC	762	\$4,570
TE-44	603 SUMNER AVE	J.R. PROPERTY LLC	1472	\$8,830
TE-45	609 SUMNER AVE	WILLIAM E. JR & LYN CUNNINGHAM TRUSTEES	605	\$1,450
TE-46	615 SUMNER AVE	DENNIS C. & BARBARA A. BURROUGHS	504	\$1,210
TE-47	619 SUMNER AVE	YAMILETTE M. OSTOLAZA	136	\$330
TE-48	463-465 BELMONT AVE	PADAM GAJMER & SHOVA GAJMER & DAMBER BISWA & SUBASH LUHAGUN	617	\$3,700
TE-49	467-469 BELMONT AVE	CHARLES R. LYONS	528	\$3,170
TE-50	486-494 BELMONT AVE	NALANI CAPITAL LLC	600	\$3,600
TE-51	486-494 BELMONT AVE	NALANI CAPITAL LLC	622	\$3,730
TE-52	483 BELMONT AVE	BELMONT BURLINGTON LLC	1816	\$10,900
TE-53	W.S. BURLINGTON ST	BELMONT BURLINGTON LLC	715	\$4,290
TE-54	497 BELMONT AVE	PARRELLI BRANDON 497 BELMONT AVE REALTY TRUST	2201	\$13,210
TE-55	S.S. BELMONT AVE	SAGE HOME BUILDERS LLC	196	\$1,180
TE-56	486-494 BELMONT AVE	NALANI CAPITAL LLC	560	\$3,360
TE-57	486-494 BELMONT AVE	NALANI CAPITAL LLC	480	\$2,880
TE-58	486-494 BELMONT AVE	NALANI CAPITAL LLC	478	\$2,870
TE-59	486-494 BELMONT AVE	NALANI CAPITAL LLC	1309	\$7,850
TE-60	486-494 BELMONT AVE	NALANI CAPITAL LLC	541	\$3,250
TE-61	501 BELMONT AVE	ISABEL LUCERO-MARTINEZ	444	\$2,660
TE-62	505 BELMONT AVE	509 BELMONT INC.	145	\$870
TE-63	523 BELMONT AVE	MINH TAI INC	442	\$2,650
TE-64	589 BELMONT AVE	RICHARD P. CROWLEY & JOHN BONAVITA & CAROL SLATE TRUSTEES	705	\$4,230
TE-65	561 SUMNER AVE	SPRINGFIELD INSTITUTION FOR SAVINGS	607	\$3,640
TE-66	561 SUMNER AVE	SPRINGFIELD INSTITUTION FOR SAVINGS	229	\$1,370
TE-67	615-621 BELMONT AVE	AGREE EASTERN, LLC	1033	\$6,200
TE-68	615-621 BELMONT AVE	AGREE EASTERN, LLC	2058	\$12,350
TE-69	568 BELMONT AVE	SALMAR REALTY LLC	717	\$4,300
TE-69A	568 BELMONT AVE	SALMAR REALTY LLC	377	\$2,260

Attachment: Ex. A Appropriation (8272 : Appropriation Order for Taking Damages for the Sumner Avenue (Route 83) "The X" Improvement

TE-69B	568 BELMONT AVE	SALMAR REALTY LLC	23	\$140
TE-70	600 BELMONT AVE	HSU LIANG MIN & CUI QING ZHANG	1795	\$10,770
TE-71	6-10 COMMONWEALTH AVE	CINDY TAI	139	\$830
TE-73	616 BELMONT AVE	THUY TINA NGUYEN	1244	\$330
TE-74	615-621 BELMONT AVE	AGREE EASTERN, LLC	6739	\$40,430
TE-75	645 BELMONT AVE	645 BELMONT REALTY TRUST	821	\$3,690
TE-76	624 BELMONT AVE	CHRISTOPHER DMD & PAUL A. JR. DONOHUE	440	\$2,640
TE-77	632 BELMONT AVE	LAWRENCE-GODFREY COREY	475	\$1,140
TE-78	638 BELMONT AVE	DOS GORDITOS LLC	223	\$540
TE-79	371 DICKINSON ST	FOREST ORCHARD LLC	1974	\$4,740
TE-81	385 DICKINSON ST	VU SAM LAP & KIM CHAM TANG TRUSTEES	1156	\$6,940
TE-82	E.S. DICKINSON ST	MUAYYAD REALTY LLC	1156	\$6,940
TE-83	401 DICKINSON ST	MUAYYAD REALTY LLC	357	\$2,140
TE-84	368 DICKINSON ST	FREEDOM PROPERTY GROUP LLC	520	\$1,250
TE-85	W.S. DICKINSON ST	PHUNG M LE	591	\$1,420
TE-86	378-380 DICKINSON ST	PHUNG LE	387	\$930
TE-87	W.S. DICKINSON ST	MINH TAI INC	534	\$3,200
TE-88	E.S. DICKINSON ST	SALMAR REALTY LLC	301	\$1,810
TE-89	459 DICKINSON ST	KARAASLAN REALTY LLC	397	\$2,380
TE-90	E.S. DICKINSON ST	KARAASLAN REALTY LLC	284	\$1,280
TE-91	471-473 DICKINSON ST	WILFREDO LOPEZ JR	523	\$1,260
TE-92	483 DICKINSON ST	CANDICE HAYNES	143	\$340
TE-93	W.S. DICKINSON ST	SPRINGFIELD PARKING AUTHORITY	389	\$2,330
TE-94	448 DICKINSON ST	DICKINSON STREET MANAGEMENT LLC	442	\$2,650
TE-95	452 DICKINSON ST	DICKINSON STREET MANAGEMENT LLC	648	\$3,890
TE-96	458 DICKINSON ST	DICKINSON STREET MANAGEMENT LLC	568	\$3,410
TE-97	464 DICKINSON ST	PARKWOOD APARTMENTS LLC	256	\$1,540
TE-98	11 ORMOND ST	JAMES W. FIORE	484	\$1,160
TE-99	17 ORMOND ST	DANIEL J. GIBSON	485	\$1,160
TE-100	21 ORMOND ST	ADRIAN A. RODRIGUEZ	486	\$1,170
TE-101	27 ORMOND ST	MICHAEL & ANTONIA ZEIMBEKAKIS	486	\$1,170
TE-104	42 CLIFTWOOD ST	MONIQUE C. HERRELL & LARRY ALEXANDER WHITAKER	432	\$1,040
TE-105	39 CLIFTWOOD ST	CIG4 LLC	952	\$2,280
TE-106	W.S. LENOX ST	SUMNER AVENUE 473-477 LLC	1130	\$1,700
TE-107	E.S. LENOX ST	LUIS M. TORRES	152	\$360

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TE-108	83 CLIFTWOOD ST	WALGREEN EASTERN CO. INC.	599	\$3,590
TE-109	89 CLIFTWOOD ST	SPRING FORTH PROPERTIES LLC	596	\$3,580
TE-110	95 CLIFTWOOD ST	FRANK & MARIA RASCHILLA	595	\$3,570
TE-112	E.S. DICKINSON ST	SALMAR REALTY LLC	445	\$2,670
TE-113	21 BURLINGTON ST	ANTHONY L. SANTANIELLO	75	\$180
TE-114	S.S. DICKINSON ST	SPRINGFIELD HOUSING AUTHORITY	7601	\$18,240
TE-115	523 BELMONT AVE	MINH TAI INC	311	\$1,870
TE-116	544-550 SUMNER AVE	GULMOHUR 546 SUMNER CORPORATION	122	\$730
TE-117	582-586 BELMONT AVE	FDC LLC	250	\$1,500
TE-118	40 CLIFTWOOD ST	WANDA I. FIGUEROA	90	\$220
TE-119	E.S. DICKINSON ST	HOLY NAME CATHOLIC ASSOCIATION	147	\$350
TE-120	358 DICKINSON ST	EURIPIDES PETER PIATTI-RIOS	310	\$740
TE-121	14-16 COMMONWEALTH AVE	BINH NGUYEN	25	\$150
TE-122	449 SUMNER AVE	RF REALTY COMPANY LLC	43	\$260
TE-123	449 SUMNER AVE	RF REALTY COMPANY LLC	21	\$130
TE-124	449 SUMNER AVE	RF REALTY COMPANY LLC	17	\$100
TE-125	512 SUMNER AVE	BRIAN M & JACQUELINE M TORPEY	209	\$1,250
TE-126	585 BELMONT AVE	RICHARD P CROWLEY & JOHN BONAVITA & CAROL SLATE TRUSTEES	25	\$150
TE-127	585 BELMONT AVE	RICHARD P CROWLEY & JOHN BONAVITA & CAROL SLATE TRUSTEES	17	\$100
TE-128	530 SUMNER AVE	MUAYYAD REALTY LLC	57	\$340
TE-129	511 BELMONT AVE	VIEN & TROUNG NGUYEN	65	\$390
TE-130	388-394 DICKINSON ST	MEGA MEADOW REI LLC	68	\$410
TE-131	400 DICKINSON ST	THOMAS & KIM VUONG	45	\$270
TE-132	464 DICKINSON ST	PARKWOOD APARTMENTS LLC	256	\$1,540
Total for Temporary Easements:				\$464,130

TOTAL DAMAGES \$569,900



City Council

SCHEDULED

Meeting: 10/07/24 07:00 PM
Initiator: Robert Shewchuk
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8278

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Order of Taking Permanent and Temporary Easements the X Improvement Project (Mayor Sarno)

Order of Taking of Permanent and Temporary Easements for
Sumner Avenue (Route 83)/Dickinson Street/Belmont Avenue (Route 83) "The X"
Improvement Project (\$569,900) Mayor Sarno

IT IS ORDERED THAT the City Council, acting pursuant to Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, upon the request of the Department of Public Works, does hereby take by eminent domain in the name and on behalf of the said City of Springfield: four (4) permanent partial takings (Parcel 1-C, Parcel 2-C, Parcel 3-C, Parcel 4-C); five permanent easements (Parcel PE-1 through PE-5); and one hundred twenty-eight (128) temporary construction easements (TE-1 through TE-17, TE-19 through TE-69, TE-69A, TE-69B, TE-70, TE-71, TE-73 through TE-79, TE-81 through TE-101, TE-104 through TE-110, and TE-112 through TE-132), for purposes of obtaining the necessary land, access and rights of way for the construction and maintenance of roadway and related improvements for the "*Sumner Avenue (Route 83)/Dickinson Street/Belmont Avenue (Route 83)*" (*MassDOT Project File No. # 608717*), including construction of sidewalks, streetscape and landscape, driveways/parking areas, box widening, highway lighting, traffic control signals, utilities and associated apparatuses, highway signs, grading and drainage. The affected parcels are located on Sumner Avenue, Dickinson Street, Belmont Avenue, Ormond Street, and Cliftwood Avenue, in Springfield, MA.

***** DETAILED ORDER ATTACHED *****

Order of Taking of Permanent and Temporary Easements for
*Sumner Avenue (Route 83)/Dickinson Street/Belmont Avenue (Route 83) “The X”
 Improvement Project (\$569,900) Mayor Sarno*

IT IS ORDERED THAT the City Council, acting pursuant to Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, upon the request of the Department of Public Works, does hereby take by eminent domain in the name and on behalf of the said City of Springfield: four (4) permanent partial takings (Parcel 1-C, Parcel 2-C, Parcel 3-C, Parcel 4-C); five permanent easements (Parcel PE-1 through PE-5); and one hundred twenty-eight (128) temporary construction easements (TE-1 through TE-17, TE-19 through TE-69, TE-69A, TE-69B, TE-70, TE-71, TE-73 through TE-79, TE-81 through TE-101, TE-104 through TE-110, and TE-112 through TE-132), for purposes of obtaining the necessary land, access and rights of way for the construction and maintenance of roadway and related improvements for the “*Sumner Avenue (Route 83)/Dickinson Street/Belmont Avenue (Route 83)*” (MassDOT Project File No. # 608717), including construction of sidewalks, streetscape and landscape, driveways/parking areas, box widening, highway lighting, traffic control signals, utilities and associated apparatuses, highway signs, grading and drainage. The affected parcels are located on Sumner Avenue, Dickinson Street, Belmont Avenue, Ormond Street, and Cliftwood Avenue, in Springfield, MA.

An appropriation of money has been duly made for this purpose by an Order approved by the City Council on this date.

Such permanent and temporary easements are taken together with all rights therein, both legal and equitable, including all privileges, appurtenances, restrictions, conditions, and all estates and rights of reverter, together with all trees and all structures upon said land and improvements, but excluding commercial signs, affixed to said land, excepting easements, rights, and interests specifically reserved herein.

The Permanent Partial Takings and temporary construction easements described in this Order are shown on a set of Plans entitled “***Alteration Plan of Sumner Avenue, Dickinson Street, and Belmont Avenue Springfield, Massachusetts Prepared for the City of Springfield Hampden County***”, dated _____, 2024, prepared by Heritage Land Surveying & Engineering, Inc. (“Easement Plans”), on file with the Hampden County Registry of Deeds at Book of Plans _____ at Pages _____. (“Plans”) and are shown on the Plans of the same name on file with the Engineering Department of the City of Springfield Department of Public Works, 70 Tapley Street, Springfield, MA.

The property rights to be taken are described below:

SECTION I - PERMANENT PARTIAL TAKINGS:

The City is taking permanent partial rights in the properties described below, for purposes of obtaining the necessary land, access and rights of way for the construction and maintenance of roadway and related improvements for Project, including construction of sidewalks, streetscape and landscape, driveways/parking areas, box widening, highway lighting, traffic control signals,

utilities and associated apparatuses, highway signs, grading and drainage, and related improvements as described in the Plans. Although said parcels are described as belonging to the named owner, the ownership of said parcel is stated herein only insofar as said ownership is known or has been determined by the City Council, and accordingly, is so stated and shown only as a matter of information and belief.

Parcel 1-C: Belmont Avenue

A parcel of land owned by Agree Eastern, LLC, located north of Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts bounded and described as follows:

Beginning at a point on the northerly sideline of Belmont Avenue at a point N14°30'36"E a distance of 34.75' from Belmont Avenue baseline station 304+02.97. Said point being also distant S75°29'24"E a distance of 289.26 from the terminus of a curve at the intersection of Belmont Avenue and Sumner Avenue, thence;
with a curve turning to the right with an arc length of 54.95', with a radius of 64.00', with a chord bearing of N54°19'58"E, with a chord length of 53.28' to a point, thence; S14°33'48"W a distance of 40.92' to a point on the northerly sideline of Belmont Avenue, thence;
N75°29'24"W a distance of 34.08' to the point of beginning, having an area of 905.4 square feet.

The above described parcel of land contains an area of about 905 square feet, .02 acre in the City of Springfield, Massachusetts.

Parcel 2-C: Belmont Avenue

A parcel of land owned by Agree Eastern, LLC, located north of Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts bounded and described as follows:

Beginning at a point on the northerly sideline of Belmont Avenue being distant S75°29'24"E a distance of 323.34' from the terminus of a curve at the intersection of Belmont Avenue and Sumner Avenue and also being the southeast corner of PARCEL 1-C, thence;
S75°29'24"E a distance of 60.00' on the northerly sideline of Belmont Avenue to a point, thence;
N14°29'14"E a distance of 38.44' to a point, thence;
with a curve turning to the left with an arc length of 62.45', with a radius of 64.00', with a chord bearing of N73°07'06"W, with a chord length of 60.00' to a point, thence;
S14°33'48"W a distance of 40.92' to a point on the northerly sideline of Belmont Avenue and the point of beginning, having an area of 2,681.9 square feet.

The above-described parcel of land contains an area of about 2,682 square feet, .06 acre in the City of Springfield, Massachusetts.

Parcel 3-C: 615 Belmont Avenue

A parcel of land owned by Agree Eastern, LLC, located north of Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts bounded and described as follows:

Beginning at a point on the northerly sideline of Belmont Avenue being distant S75°29'24"E a distance of 383.34' from the terminus of a curve at the intersection of Belmont Avenue and Sumner Avenue and also being the southeast corner of PARCEL 2-C, thence;
 S75°29'24"E a distance of 62.54' on the northerly sideline of Belmont Avenue to a point, thence;
 N43°55'22"W a distance of 73.42' to a point, thence;
 S14°29'14"W a distance of 38.44' to a point on the northerly sideline of Belmont Avenue and the point of beginning, having an area of 1,201.9 square feet.

The above described parcel of land contains an area of about 1,202 square feet, .03 acre in the City of Springfield, Massachusetts.

Parcel 4-C: 616 Belmont Avenue

A parcel of land owned by Thuy Tina Nguyen, located south of Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts bounded and described as follows:

Beginning at a point on the southerly sideline of Belmont Avenue at the intersection with the northeasterly sideline of Commonwealth Avenue. Said point being S14°30'36"W a distance of 34.75' from the Belmont Avenue baseline station 305+23.83, thence;
 S75°29'24"E a distance of 8.86' along the southerly sideline of Belmont Avenue to a point, thence;
 S00°49'13"E a distance of 9.72' to a point on the northeasterly sideline of Commonwealth Avenue, thence;
 N36°08'17"W a distance of 14.78' along the northeasterly sideline of Commonwealth Avenue to the point of beginning, having an area of 41.5 square feet.

The above described parcel of land contains an area of about 41 square feet, less than .01 acre in the City of Springfield, Massachusetts.

SECTION II – PERMANENT EASEMENTS

The City is taking the following permanent easements for purposes of obtaining the necessary land, access and rights of way for the construction and maintenance of roadway and related improvements for the Project, including sidewalks, streetscape and landscape, driveways/parking areas, box widening, highway lighting, traffic control signals, utilities and associated apparatuses, highway signs, grading and drainage, and related improvements described in the Plans. Although said parcels are described as belonging to the named owner, the ownership of said parcel is stated herein only insofar as said ownership is known or has been determined by the City Council, and accordingly, is so stated and shown only as a matter of information and belief.

Parcel PE-1: 497 Belmont Avenue

A parcel of registered land owned by Parrelli Brandon 497 Belmont Ave Realty Trust, located north of Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts bounded and described as follows:

Beginning at a point on the northerly sideline of Belmont Avenue at the intersection with the easterly sideline of Burlington Street. Said point being N02°54'47"W a distance of 32.26' from Belmont baseline station 250+47.43 PC. Said point being S53°19'52"W a distance of 0.17' from a granite bound, thence;

N14°34'09"E a distance of 6.18' along the easterly sideline of Burlington Street to a point, thence;

S76°06'15"E a distance of 9.15' to a point, thence;

S13°53'45"W a distance of 6.28' to a point on the northly sideline of Belmont Avenue, thence;

N75°29'24"W a distance of 9.22' on the northerly sideline of Belmont Avenue to the point of beginning, having an area of 57.2 square feet.

The above described parcel of land contains an area of about 57 square feet, less than .01 acre in the City of Springfield, Massachusetts.

Parcel PE-2: 600 Belmont Avenue

A parcel of registered land owned by Hsu Liang Min & Cui Qing Zhang, located south of Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts bounded and described as follows:

Beginning at a point on the southerly sideline of Belmont Avenue. Said point being S14°30'36"W a distance of 34.75' from the Belmont Avenue baseline station 304+13.71, thence; thence S75°29'24"E a distance of 22.41' on the southerly sideline of Belmont Avenue to a point at the intersection with the southwesterly sideline of Commonwealth Avenue, thence; S36°08'16"E a distance of 18.80' on the southwesterly sideline of Commonwealth Avenue to a point, thence;

N57°36'26"W a distance of 38.82' to the point of beginning, having an area of 133.5 square feet.

The above described parcel of land contains an area of about 134 square feet, less than .01 acre in the City of Springfield, Massachusetts.

Parcel PE-3: Belmont Avenue

A parcel of land owned by Agree Eastern, LLC, located north of Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts bounded and described as follows:

Beginning at a point on the northerly sideline of Belmont Avenue at a point N14°30'36"E a distance of 34.75' from the Belmont Avenue baseline station 307+81.47. Said point being the intersection of the northerly sideline of Belmont Avenue with the westerly sideline of Ormond Street, thence;

N75°29'24"W a distance of 12.21' on the northerly sideline of Belmont Avenue to a point, thence;

N14°30'36"E a distance of 22.58' to a point on the westerly sideline of Ormond Street, thence;

S13°53'40"E a distance of 25.67' on the westerly sideline of Ormond Street to the point of beginning, having an area of 137.8 square feet

The above described parcel of land contains an area of about 134 square feet, less than .01 acre in the City of Springfield, Massachusetts.

Parcel PE-4: 464 Dickinson Street

A parcel of land owned by Parkwood Apartments LLC, located west of Dickinson Street in the City of Springfield, in Hampden County, Massachusetts bounded and described as follows:

Beginning at a point on the southwesterly sideline of Dickinson Street at a point S54°03'24"W a distance of 30.54' from the Dickinson Street baseline station 412+19.33. Said point being the intersection of the southwesterly sideline of Dickinson Street with the northerly sideline of Cliftwood Street. Said point is S82°08'18"W a distance of 0.08' from a granite bound, thence; S76°05'36"W a distance of 7.16' along the northerly sideline of Cliftwood Street to a point, thence; N20°04'47"E a distance of 7.93' to a point on the southwesterly sideline of Dickinson Street, thence; S36°23'29"E a distance of 7.12' on the southwesterly sideline of Dickinson Street to the point of beginning, having an area of 23.5 square feet

The above described parcel of land contains an area of about 24 square feet, less than .01 acre in the City of Springfield, Massachusetts.

Parcel PE-5: 568 Belmont Avenue

A parcel of land owned by Salmar Realty LLC, located south of Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts bounded and described as follows:

Beginning at a point at the intersection of the southerly sideline of Belmont Avenue with the northeasterly sideline of Dickinson Street. Said point is N54°03'24"E a distance of 26.49' from the Dickinson Street baseline station 408+40.24. Said point is S47°14'08"E a distance of 0.20' from a granite bound, thence; thence S75°29'24"E a distance of 18.85' on the southerly sideline of Belmont Avenue to a point, thence; S33°34'15"W a distance of 12.65' to a point on the northeasterly sideline of Dickinson Street, thence; N36°23'29"W a distance of 18.96' on the northeasterly sideline of Dickinson Street to the point of beginning, having an area of 112.7 square feet

The above described parcel of land contains an area of about 113 square feet, less than .01 acre in the City of Springfield, Massachusetts.

SECTION III – TEMPORARY CONSTRUCTION EASEMENT:

The City is taking the following temporary construction easements for purposes of obtaining the necessary land, access and rights of way for the construction and maintenance of roadway and

related improvements for Project, including sidewalks, streetscape and landscape, driveways/parking areas, box widening, highway lighting, traffic control signals, utilities and associated apparatuses, highway signs, grading and drainage, and related improvements as described in the Plans. *Such temporary construction easements are temporary in nature and are to be in effect from two (2) years from date of recording of this instrument, or until the construction of the Project is completed, whichever occurs first.*

Although said parcels are described as belonging to the named owner, the ownership of said parcel is stated herein only insofar as said ownership is known or has been determined by the City Council, and accordingly, is so stated and shown only as a matter of information and belief.

That included within said temporary construction easement (“TE”) a parcel of land which are described below shown on the aforementioned Easement Plans.

Parcel TE-1: A parcel of land located at 299 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by City of Springfield (Department of Parks, Buildings & Recreation Management) Forest Park, consisting of approximately 7,390 square feet, 0.17 acre, from approximately Station 1+21 to Station 8+95 on the Sumner Avenue Baseline, and shown as TE-1 on the above-referenced Alteration plans on file with the DPW Engineering Division.

SECTION IV - TEMPORARY CONSTRUCTION EASEMENTS:

The City is taking the following temporary construction easements for purposes of obtaining the necessary land, access and rights of way for the construction and maintenance of roadway and related improvements for Project, including sidewalks, streetscape and landscape, driveways/parking areas, box widening, highway lighting, traffic control signals, utilities and associated apparatuses, highway signs, grading and drainage, and related improvements as described in the Plans. *Such temporary construction easements are temporary in nature and are to be in effect from six (6) years from date of recording of this instrument, or until the construction of the Project is completed, whichever occurs first.*

Although said parcels are described as belonging to the named owner, the ownership of said parcel is stated herein only insofar as said ownership is known or has been determined by the City Council, and accordingly, is so stated and shown only as a matter of information and belief.

That included within said temporary construction easements (“TE”) are one hundred twenty-seven (127) parcels of land which are described below shown on the aforementioned Easement Plans.

Parcel TE-2: A parcel of land located at 280 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Ian C. Rose, consisting of approximately 476 square feet, 0.01 acre, from approximately Station 1+08 to Station 1+65 on the Sumner Avenue Baseline, and shown as TE-2 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-3: A parcel of land located at 286 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Nicole T. Baker, consisting of approximately 423 square feet, 0.01 acre, from approximately Station 1+65 to Station 2+20 on the Sumner Avenue Baseline, and shown as TE-3 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-4: A parcel of land located at 290-294 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Forest Park Rentals, LLC, consisting of approximately 1051 square feet, 0.02 acre, from approximately Station 2+20 to Station 3+52 on the Sumner Avenue Baseline, and shown as TE-4 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-5: A parcel of land located at 302 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Trinity Estate Investments & Development, LLC, consisting of approximately 622 square feet, 0.01 acre, from approximately Station 3+52 to Station 4+22 on the Sumner Avenue Baseline, and shown as TE-5 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-6: A parcel of land located at 320 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Nancy Brens, consisting of approximately 784 square feet, 0.02 acre, from approximately Station 5+02 to Station 5+75 on the Sumner Avenue Baseline, and shown as TE-6 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-7: A parcel of land located at 330 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Mateo Jose M. Aviles and Samantha Aviles, consisting of approximately 556 square feet, 0.01 acre, from approximately Station 5+75 to Station 6+45 on the Sumner Avenue Baseline, and shown as TE-7 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-8: A parcel of land located at 46 Oakland Street in the City of Springfield, in Hampden County, Massachusetts, owned by City of Springfield (School Department) Forest Park Middle School, consisting of approximately 1878 square feet, 0.04 acre, from approximately Station 6+45 to Station 8+40 on the Sumner Avenue Baseline, and shown as TE-8 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-9: A parcel of land located at 17-19 Oakland Street in the City of Springfield, in Hampden County, Massachusetts, owned by Calvary's Love Church, consisting of approximately 1448 square feet, 0.03 acre, from approximately Station 603+53 to Station 604+82 on the Oakland Street Baseline, and shown as TE-9 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-10: A parcel of land located at 361 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Trinity Methodist Episcopal Church, consisting of approximately 5093 square feet, 0.12 acre, from approximately Station 8+95 to Station 13+55 on

the Sumner Avenue Baseline, and shown as TE-10 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-11: A parcel of land located at 366 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Marta E. Gonzalez, consisting of approximately 509 square feet, 0.01 acre, from approximately Station 9+68 to Station 10+28 on the Sumner Avenue Baseline, and shown as TE-11 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-12: A parcel of land located at 372 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Bhanu and Januka N. Tiwari, consisting of approximately 475 square feet, 0.01 acre, from approximately Station 10+28 to Station 10+88 on the Sumner Avenue Baseline, and shown as TE-12 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-13: A parcel of land located at 376-378 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Kerube Farhadi, consisting of approximately 595 square feet, 0.01 acre, from approximately Station 10+88 to Station 11+50 on the Sumner Avenue Baseline, and shown as TE-13 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-14: A parcel of land located at 390 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Andrew W. Vivenzio, consisting of approximately 604 square feet, 0.01 acre, from approximately Station 12+30 to Station 12+95 on the Sumner Avenue Baseline, and shown as TE-14 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-15: A parcel of land located at 398 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Dao Vu, consisting of approximately 438 square feet, 0.01 acre, from approximately Station 12+95 to Station 13+50 on the Sumner Avenue Baseline, and shown as TE-15 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-16: A parcel of land located at 402 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Rosemary Perez, consisting of approximately 572 square feet, 0.01 acre, from approximately Station 13+50 to Station 14+05 on the Sumner Avenue Baseline, and shown as TE-16 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-17: A parcel of land located at 408 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Tower Realty Parker St, LLC, consisting of approximately 526 square feet, 0.01 acre, from approximately Station 14+05 to Station 14+65 on the Sumner Avenue Baseline, and shown as TE-17 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-19: A parcel of land located at 407 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Gen-Wealth Properties, LLC, consisting of approximately 650 square feet, 0.02 acre, from approximately Station 14+05 to Station 14+65 on the Sumner Avenue Baseline, and shown as TE-19 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-20: A parcel of land located at 420 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Parkridge Properties, LLC, consisting of approximately 522 square feet, 0.01 acre, from approximately Station 15+15 to Station 15+75 on the Sumner Avenue Baseline, and shown as TE-20 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-21: A parcel of land located at 426 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Altagracia Mirian Estrella de Urena, consisting of approximately 473 square feet, 0.01 acre, from approximately Station 15+75 to Station 16+35 on the Sumner Avenue Baseline, and shown as TE-21 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-22: A parcel of land located at 432 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Isaac Grullon Colon, consisting of approximately 475 square feet, 0.01 acre, from approximately Station 16+35 to Station 16+95 on the Sumner Avenue Baseline, and shown as TE-22 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-23: A parcel of land located at 440 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Sumner, LLC, consisting of approximately 476 square feet, 0.01 acre, from approximately Station 16+95 to Station 17+55 on the Sumner Avenue Baseline, and shown as TE-23 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-24: A parcel of land located at 444 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Persam Springfield, LLC, consisting of approximately 2497 square feet, 0.06 acre, from approximately Station 17+55 to Station 19+65 on the Sumner Avenue Baseline, and shown as TE-24 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-25: A parcel of land located at 415 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Jose L. Estevez, consisting of approximately 557 square feet, 0.01 acre, from approximately Station 14+65 to Station 15+25 on the Sumner Avenue Baseline, and shown as TE-25 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-26: A parcel of land located at 419 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Ty G Mezzetti, consisting of approximately 614 square feet, 0.01 acre, from approximately Station 15+25 to Station 15+85 on the Sumner

Avenue Baseline, and shown as TE-26 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-27: A parcel of land located at 425 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Parkwood Apartments, LLC, consisting of approximately 251 square feet, less than 0.01 acre, from approximately Station 15+85 to Station 16+45 on the Sumner Avenue Baseline, and shown as TE-27 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-28: A parcel of land located at 445 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by RF Realty Company, LLC, consisting of approximately 921 square feet, 0.02 acre, from approximately Station 16+95 to Station 18+00 on the Sumner Avenue Baseline, and shown as TE-28 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-29: A parcel of land located at 470 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Cumberland Farms, Inc, consisting of approximately 3403 square feet, 0.08 acre, from approximately Station 19+65 on the Sumner Avenue Baseline to Station 251+23 on the Belmont West Baseline, and shown as TE-29 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-30: A parcel of land located at 485-489 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Lenox Charitable Fund, Inc, consisting of approximately 559 square feet, 0.01 acre, from approximately Station 22+06 to Station 22+54 on the Sumner Avenue Baseline, and shown as TE-30 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-31: A parcel of land located at 556 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Huu & Minh, Inc, consisting of approximately 897 square feet, 0.02 acre, from approximately Station 27+96 to Station 28+96 on the Sumner Avenue Baseline, and shown as TE-31 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-32: A parcel of land located at 501 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Petrakis Realty, LLC and Cardinal Realty Co, consisting of approximately 4220 square feet, 0.01 acre, from approximately Station 22+54 to Station 24+42 on the Sumner Avenue Baseline and from approximately Station 407+75 to Station 409+51 on the Dickinson Street Baseline, and shown as TE-32 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-33: A parcel of land located at 589 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Richard P. Crowley & John Bonavita & Carol Slate Trustees, consisting of approximately 530 square feet, 0.01 acre, from approximately Station 27+51 to Station 28+01 on the Sumner Avenue Baseline, and shown as TE-33 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-34: A parcel of land located at Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Springfield Institution for Savings, consisting of approximately 488 square feet, 0.01 acre, from approximately Station 28+01 to Station 28+51 on the Sumner Avenue Baseline, and shown as TE-34 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-35: A parcel of land located at 570 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Sonal Patel, LLC, consisting of approximately 976 square feet, 0.02 acre, from approximately Station 28+97 to Station 30+46 on the Sumner Avenue Baseline, and shown as TE-35 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-36: A parcel of land located at 590 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by TGN Associates, LLC, consisting of approximately 3669 square feet, 0.08 acre, from approximately Station 31+08 to Station 32+06 on the Sumner Avenue Baseline, and shown as TE-36 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-37: A parcel of land located at 561 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Springfield Institution for Savings, consisting of approximately 353 square feet, less than 0.01 acre, from approximately Station 28+52 to Station 29+12 on the Sumner Avenue Baseline, and shown as TE-37 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-38: A parcel of land located at Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Massachusetts CVS Pharmacy, LLC, consisting of approximately 669 square feet, 0.02 acre, from approximately Station 29+12 to Station 29+72 on the Sumner Avenue Baseline, and shown as TE-38 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-39: A parcel of land located at #615 Belmont in the City of Springfield, in Hampden County, Massachusetts, owned by Agree Eastern, LLC, consisting of approximately 1401 square feet, 0.03 acre, from approximately Station 29+72 to Station 31+52 on the Sumner Avenue Baseline, and shown as TE-39 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-40: A parcel of land located at 598-600 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by K S Kantor, LLC, consisting of approximately 2365 square feet, 0.05 acre, from approximately Station 32+06 to Station 32+81 on the Sumner Avenue Baseline, and shown as TE-40 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-41: A parcel of land located at 606 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by K S Kantor, LLC, consisting of approximately 394 square feet, less than 0.01 acre, from approximately Station 32+81 to Station 33+56 on the

Sumner Avenue Baseline, and shown as TE-41 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-42: A parcel of land located at 618 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Anthony Nash Yeboah, consisting of approximately 344 square feet, less than 0.01 acre, from approximately Station 34+16 to Station 34+81 on the Sumner Avenue Baseline, and shown as TE-42 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-43: A parcel of land located at Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Island Realty, Inc, consisting of approximately 762 square feet, 0.02 acre, from approximately Station 31+52 to Station 32+12 on the Sumner Avenue Baseline and from approximately Station 500+50 to Station 501+50 on the Ormond Street Baseline, and shown as TE-43 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-44: A parcel of land located at 603 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by James Heng, consisting of approximately 1472 square feet, 0.03 acre, from approximately Station 32+62 to Station 33+22 on the Sumner Avenue Baseline and from approximately Station 500+50 to Station 501+50 on the Ormond Street Baseline, and shown as TE-44 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-45: A parcel of land located at 609 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by William E. Jr & Lyn Cunningham Trustees, consisting of approximately 605 square feet, 0.01 acre, from approximately Station 33+22 to Station 33+81 on the Sumner Avenue Baseline, and shown as TE-45 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-46: A parcel of land located at 615 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Dennis C. and Barbara A. Burroughs, consisting of approximately 504 square feet, 0.01 acre, from approximately Station 33+81 to Station 34+32 on the Sumner Avenue Baseline, and shown as TE-46 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-47: A parcel of land located at 619 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Yamilette M. Ostolaza, consisting of approximately 136 square feet, less than 0.01 acre, from approximately Station 34+32 to Station 34+45 on the Sumner Avenue Baseline, and shown as TE-47 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-48: A parcel of land located at 463-465 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Padam Gajmer, Shova Gajmer, Damber Biswa, and Subash Luhagun, consisting of approximately 617 square feet, 0.01 acre, from approximately Station 200+90 to Station 201+48 on the Belmont Avenue Baseline, and shown as TE-48 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-49: A parcel of land located at 467-469 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Charles R. Lyons, consisting of approximately 528 square feet, 0.01 acre, from approximately Station 201+48 to Station 201+98 on the Belmont Avenue Baseline, and shown as TE-49 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-50: A parcel of land located at Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Nalani Capital, LLC, consisting of approximately 600 square feet, 0.01 acre, from approximately Station 201+98 to Station 202+49 on the Belmont Avenue Baseline, and shown as TE-50 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-51: A parcel of land located at Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Nalani Capital, LLC, consisting of approximately 622 square feet, 0.01 acre, from approximately Station 202+49 to Station 202+99 on the Belmont Avenue Baseline, and shown as TE-51 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-52: A parcel of land located at 483 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Belmont Burlington, LLC, consisting of approximately 1816 square feet, 0.04 acre, from approximately Station 203+56 to Station 205+31 on the Belmont Avenue Baseline and from approximately Station 250+48 to Station 250+80 on the Belmont West Avenue Baseline, and shown as TE-52 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-53: A parcel of land located at Burlington Street in the City of Springfield, in Hampden County, Massachusetts, owned by Belmont Burlington, LLC, consisting of approximately 715 square feet, 0.02 acre, from approximately Station 205+31 to Station 205+75 on the Burlington Street Baseline, and shown as TE-53 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-54: A parcel of land located at 497 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Parrelli Brandon 497 Belmont Ave Realty Trust, consisting of approximately 2201 square feet, 0.05 acre, from approximately Station 204+44 to Station 205+64 on the Burlington Street Baseline, and as shown as TE-54 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-55: A parcel of land located at 462 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Sage Home Builders, LLC, consisting of approximately 196 square feet, less than 0.01 acre, from approximately Station 200+94 to Station 201+33 on the Belmont Avenue Baseline, and shown as TE-55 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-56: A parcel of land located at Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Nalani Capital, LLC, consisting of approximately

560 square feet, 0.01 acre, from approximately Station 201+33 to Station 202+03 on the Belmont Avenue Baseline, and shown as TE-56 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-57: A parcel of land located at Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Nalani Capital, LLC, consisting of approximately 480 square feet, 0.01 acre, from approximately Station 202+03 to Station 202+63 on the Belmont Avenue Baseline, and shown as TE-57 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-58: A parcel of land located at Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Nalani Capital, LLC, consisting of approximately 478 square feet, 0.01 acre, from approximately Station 202+63 to Station 203+23 on the Belmont Avenue Baseline, and shown as TE-58 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-59: A parcel of land located at 486-494 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Nalani Capital, LLC, consisting of approximately 1309 square feet, 0.03 acre, from approximately Station 203+23 to Station 250+42 on the Belmont Avenue Baseline, and shown as TE-59 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-60: A parcel of land located at Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Nalani Capital, LLC, consisting of approximately 541 square feet, 0.01 acre, from approximately Station 250+42 to Station 251+24 on the Belmont West Avenue Baseline, and shown as TE-60 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-61: A parcel of land located at 501 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Isabel Lucero-Martinez, consisting of approximately 444 square feet, 0.01 acre, from approximately Station 250+80 to Station 251+48 on the Belmont West Avenue Baseline, and shown as TE-61 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-62: A parcel of land located at 505 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by 509 Belmont, Inc, consisting of approximately 145 square feet, less than 0.01 acre, from approximately Station 251+48 to Station 252+01 on the Belmont West Avenue Baseline, and shown as TE-62 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-63: A parcel of land located at Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Minh Tai, Inc, consisting of approximately 442 square feet, 0.01 acre, from approximately Station 252+54 to Station 253+08 on the Belmont West Avenue Baseline, and shown as TE-63 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-64: A parcel of land located at 589 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Richard P. Crowley & John Bonavita & Carol Slate Trustees, consisting of approximately 705 square feet, 0.02 acre, from approximately Station 302+59 to Station 303+15 on the Belmont East Avenue Baseline, and shown as TE-64 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-65: A parcel of land located at Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Springfield Institution for Savings, consisting of approximately 607 square feet, 0.01 acre, from approximately Station 303+15 to Station 303+72 on the Belmont East Avenue Baseline, and shown as TE-65 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-66: A parcel of land located at Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Springfield Institution for Savings, consisting of approximately 229 square feet, less than 0.01 acre, from approximately Station 303+72 to Station 303+92 on the Belmont East Avenue Baseline, and shown as TE-66 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-67: A parcel of land located at Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Agree Eastern, LLC, consisting of approximately 1033 square feet, 0.02 acre, from approximately Station 303+92 to Station 304+37 on the Belmont East Avenue Baseline, and shown as TE-67 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-68: A parcel of land located at Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Agree Eastern, LLC, consisting of approximately 2058 square feet, 0.05 acre, from approximately Station 304+37 to Station 304+97 on the Belmont East Avenue Baseline, and shown as TE-68 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-69: A parcel of land located at 568 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Salmar Realty, LLC, consisting of approximately 717 square feet, 0.02 acre, from approximately Station 304+97 to Station 307+69 on the Belmont East Avenue Baseline, and shown as TE-69 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-69A: A parcel of land located at 568 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Salmar Realty, LLC, consisting of approximately 377 square feet, less than 0.01 acre, from approximately Station 301+57 to Station 302+00 on the Belmont East Avenue Baseline, and shown as TE-69A on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-69B: A parcel of land located at Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Salmar Realty, LLC, consisting of approximately 23 square feet, less than 0.01 acre, from approximately Station 409+65 to Station 409+70 on the

Dickinson Street Baseline, and shown as TE-69B on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-70: A parcel of land located at 600 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Hsu Liang Min and Cui Qing Zhang, consisting of approximately 1795 square feet, 0.04 acre, from approximately Station 302+80 to Station 304+70 on the Belmont East Avenue Baseline, and shown as TE-70 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-71: A parcel of land located at 6-10 Commonwealth Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Cindy Tai, consisting of approximately 139 square feet, less than 0.01 acre, from approximately Station 901+52 to Station 901+67 on the Commonwealth Avenue Baseline, and shown as TE-71 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-73: A parcel of land located at 616 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Thuy Tina Nguyen, consisting of approximately 1244 square feet, 0.03 acre, from approximately Station 305+24 to Station 305+93 on the Belmont East Avenue Baseline and from approximately Station 900+95 to Station 901+70 on the Commonwealth Avenue Baseline, and shown as TE-73 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-74: A parcel of land located at #615 Belmont in the City of Springfield, in Hampden County, Massachusetts, owned by Agree Eastern, LLC, consisting of approximately 6739 square feet, 0.16 acre, from approximately Station 501+50 to Station 503+95 on the Ormond Street Baseline, and shown as TE-74 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-75: A parcel of land located at 645 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Woodside Realty, LLC, consisting of approximately 821 square feet, 0.02 acre, from approximately Station 308+38 to Station 308+55 on the Belmont East Avenue Baseline and from approximately Station 503+50 to Station 504+28 on the Ormond Street Baseline, and shown as TE-75 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-76: A parcel of land located at 624 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Christopher DMD and Paul A. Jr. Donohue, consisting of approximately 440 square feet, 0.01 acre, from approximately Station 305+93 to Station 306+79 on the Belmont East Avenue Baseline, and shown as TE-76 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-77: A parcel of land located at 632 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Antonio R. Sorcinelli, consisting of approximately 475 square feet, 0.01 acre, from approximately Station 306+79 to Station 307+58 on the Belmont East Avenue Baseline, and shown as TE-77 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-78: A parcel of land located at 638 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Dos Gorditos, LLC, consisting of approximately 223 square feet, less than 0.01 acre, from approximately Station 307+58 to Station 308+03 on the Belmont East Avenue Baseline, and shown as TE-78 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-79: A parcel of land located at 371 Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Forest Orchard, LLC, consisting of approximately 1974 square feet, 0.05 acre, from approximately Station 402+16 to Station 403+53 on the Dickinson Street Baseline, and shown as TE-79 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-81: A parcel of land located at 385 Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Vu Sam Lap & Kim Cham Tang Trustees, consisting of approximately 1156 square feet, 0.03 acre, from approximately Station 403+53 to Station 404+35 on the Dickinson Street Baseline, and shown as TE-81 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-82: A parcel of land located at Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Muayyad Realty, Inc, consisting of approximately 1156 square feet, 0.03 acre, from approximately Station 404+35 to Station 405+18 on the Dickinson Street Baseline, and shown as TE-82 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-83: A parcel of land located at 401 Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Muayyad Realty, Inc, consisting of approximately 357 square feet, less than 0.01 acre, from approximately Station 24+67 to Station 25+46 on the Sumner Avenue Baseline and from approximately Station 406+71 to Station 405+18 on the Dickinson Street Baseline, and shown as TE-83 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-84: A parcel of land located at 368 Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Freedom Property Group, LLC, consisting of approximately 520 square feet, 0.01 acre, from approximately Station 402+00 to Station 402+52 on the Dickinson Street Baseline, and shown as TE-84 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-85: A parcel of land located at Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Phung M Le, consisting of approximately 591 square feet, 0.01 acre, from approximately Station 402+52 to Station 403+10 on the Dickinson Street Baseline, and shown as TE-85 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-86: A parcel of land located at 378-380 Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Phung Le, consisting of approximately 387 square

feet, less than 0.01 acre, from approximately Station 403+10 to Station 403+66 on the Dickinson Street Baseline, and shown as TE-86 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-87: A parcel of land located at Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Minh Tai, Inc, consisting of approximately 534 square feet, 0.01 acre, from approximately Station 403+66 to Station 404+20 on the Dickinson Street Baseline, and shown as TE-87 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-88: A parcel of land located at Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Salmar Realty, LLC, consisting of approximately 301 square feet, less than 0.01 acre, from approximately Station 409+70 to Station 410+30 on the Dickinson Street Baseline, and shown as TE-88 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-89: A parcel of land located at 459 Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Karaaslan Realty, LLC, consisting of approximately 397 square feet, less than 0.01 acre, from approximately Station 410+90 to Station 411+90 on the Dickinson Street Baseline, and shown as TE-89 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-90: A parcel of land located at Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Karaaslan Realty, LLC, consisting of approximately 284 square feet, 0.01 acre, from approximately Station 411+90 to Station 412+40 on the Dickinson Street Baseline, and shown as TE-90 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-91: A parcel of land located at 471-473 Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Wilfredo Lopez Jr, consisting of approximately 523 square feet, 0.01 acre, from approximately Station 412+40 to Station 412+90 on the Dickinson Street Baseline, and shown as TE-91 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-92: A parcel of land located at 483 Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Candice Haynes, consisting of approximately 143 square feet, less than 0.01 acre, from approximately Station 413+39 to Station 413+56 on the Dickinson Street Baseline, and shown as TE-92 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-93: A parcel of land located at Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Springfield Parking Authority, consisting of approximately 389 square feet, less than 0.01 acre, from approximately Station 409+51 to Station 409+89 on the Dickinson Street Baseline, and shown as TE-93 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-94: A parcel of land located at 448 Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Dickinson Street Management, LLC, consisting of approximately 442 square feet, 0.01 acre, from approximately Station 409+89 to Station 410+40 on the Dickinson Street Baseline, and shown as TE-94 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-95: A parcel of land located at 452 Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Dickinson Street Management, LLC, consisting of approximately 648 square feet, 0.02 acre, from approximately Station 410+40 to Station 410+91 on the Dickinson Street Baseline, and shown as TE-95 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-96: A parcel of land located at 458 Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Dickinson Street Management, LLC, consisting of approximately 568 square feet, 0.01 acre, from approximately Station 410+91 to Station 411+40 on the Dickinson Street Baseline, and shown as TE-96 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-97: A parcel of land located at 464 Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Parkwood Apartments, LLC, consisting of approximately 256 square feet, less than 0.01 acre, from approximately Station 706+03 to Station 707+11 on the Cliftwood Street Baseline and from approximately Station 411+40 to Station 412+12 on the Dickinson Street Baseline, and shown as TE-97 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-98: A parcel of land located at 11 Ormond Street in the City of Springfield, in Hampden County, Massachusetts, owned by James W. Fiore, consisting of approximately 484 square feet, 0.01 acre, from approximately Station 501+50 to Station 502+00 on the Ormond Street Baseline, and shown as TE-98 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-99: A parcel of land located at 17 Ormond Street in the City of Springfield, in Hampden County, Massachusetts, owned by Daniel J. Gibson, consisting of approximately 485 square feet, 0.01 acre, from approximately Station 502+00 to Station 502+50 on the Ormond Street Baseline, and shown as TE-99 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-100: A parcel of land located at 21 Ormond Street in the City of Springfield, in Hampden County, Massachusetts, owned by Adrian A. Rodriguez, consisting of approximately 486 square feet, 0.01 acre, from approximately Station 502+50 to Station 503+00 on the Ormond Street Baseline, and shown as TE-100 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-101: A parcel of land located at 27 Ormond Street in the City of Springfield, in Hampden County, Massachusetts, owned by Michael and Antonia Zeimbekakis, consisting of approximately 486 square feet, 0.01 acre, from approximately Station 503+00 to Station 503+50

on the Ormond Street Baseline, and shown as TE-101 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-104: A parcel of land located at 42 Cliftwood Street in the City of Springfield, in Hampden County, Massachusetts, owned by Monique C. Herrell and Larry Alexander Whitaker, consisting of approximately 432 square feet, 0.01 acre, from approximately Station 700+37 to Station 700+64 on the Cliftwood Street Baseline, and shown as TE-104 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-105: A parcel of land located at 39 Cliftwood Street in the City of Springfield, in Hampden County, Massachusetts, owned by CIG4, LLC, consisting of approximately 952 square feet, 0.02 acre, from approximately Station 700+27 to Station 701+80 on the Cliftwood Street Baseline, and shown as TE-105 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-106: A parcel of land located at Lenox Street in the City of Springfield, in Hampden County, Massachusetts, owned by Sumner Avenue 473-477, LLC, consisting of approximately 1130 square feet, 0.03 acre, from approximately Station 701+80 to Station 702+81 on the Cliftwood Street Baseline, and shown as TE-106 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-107: A parcel of land located at Lenox Street in the City of Springfield, in Hampden County, Massachusetts, owned by Luis M. Torres, consisting of approximately 152 square feet, less than 0.01 acre, from approximately Station 703+17 to Station 703+25 on the Cliftwood Street Baseline, and shown as TE-107 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-108: A parcel of land located at 83 Cliftwood Street in the City of Springfield, in Hampden County, Massachusetts, owned by Walgreen Eastern Co, Inc, consisting of approximately 599 square feet, 0.01 acre, from approximately Station 704+21 to Station 704+81 on the Cliftwood Street Baseline, and shown as TE-108 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-109: A parcel of land located at 89 Cliftwood Street in the City of Springfield, in Hampden County, Massachusetts, owned by Spring Forth Properties, LLC, consisting of approximately 596 square feet, 0.01 acre, from approximately Station 704+81 to Station 705+42 on the Cliftwood Street Baseline, and shown as TE-109 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-110: A parcel of land located at 95 Cliftwood Street in the City of Springfield, in Hampden County, Massachusetts, owned by Frank and Maria Raschilla, consisting of approximately 595 square feet, 0.01 acre, from approximately Station 705+42 to Station 706+03 on the Cliftwood Street Baseline, and shown as TE-110 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-112: A parcel of land located at Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Salmar Realty, Inc, consisting of approximately 445 square feet, 0.01 acre, from approximately Station 410+30 to Station 410+90 on the Dickinson Street Baseline, and shown as TE-112 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-113: A parcel of land located at 21 Burlington Street in the City of Springfield, in Hampden County, Massachusetts, owned by Anthony L. Santaniello, consisting of approximately 75 square feet, less than 0.01 acre, from approximately Station 205+69 to Station 205+76 on the Burlington Street Baseline, and shown as TE-113 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-114: A parcel of land located at Dickson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Springfield Housing Authority, consisting of approximately 7601 square feet, 0.17 acre, from approximately Station 412+65 to Station 413+56 on the Dickinson Street Baseline and from approximately Station 700+61 to Station 707+35 on the Cliftwood Street Baseline, and shown as TE-114 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-115: A parcel of land located at 523 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Minh Tai, Inc, consisting of approximately 311 square feet, less than 0.01 acre, from approximately Station 253+08 to Station 253+46 on the Belmont West Avenue Baseline, and shown as TE-115 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-116: A parcel of land located at 544-550 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Gulmohur 546 Sumner Corporation, consisting of approximately 122 square feet, less than 0.01 acre, from approximately Station 26+87 to Station 27+36 on the Sumner Avenue Baseline, and shown as TE-116 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-117: A parcel of land located at 582-586 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by FDC, LLC, consisting of approximately 250 square feet, less than 0.01 acre, from approximately Station 302+00 to Station 302+80 on the Belmont East Avenue Baseline, and shown as TE-117 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-118: A parcel of land located at 40 Cliftwood Street in the City of Springfield, in Hampden County, Massachusetts, owned by Wanda I. Figueroa, consisting of approximately 90 square feet, less than 0.01 acre, from approximately Station 700+27 to Station 700+37 on the Cliftwood Street Baseline, and shown as TE-118 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-119: A parcel of land located at Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Holy Name Catholic Association, consisting of approximately 147 square feet, less than 0.01 acre, from approximately Station 401+06 to Station

401+24 on the Dickinson Street Baseline, and shown as TE-119 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-120: A parcel of land located at 358 Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Euripides Peter Piatti-Rios, consisting of approximately 310 square feet, 0.01 acre, from approximately Station 400+98 to Station 401+54 on the Dickinson Street Baseline and from approximately Station 207+79 to Station 207+91 on the Burlington Street Baseline, and shown as TE-120 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-121: A parcel of land located at 14-16 Commonwealth Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Binh Nguyen, consisting of approximately 25 square feet, less than 0.01 acre, from approximately Station 901+47 to Station 901+52 on the Sumner Avenue Baseline, and shown as TE-121 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-122: A parcel of land located at 449 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by RF Realty Company, LLC, consisting of approximately 43 square feet, less than 0.01 acre, from approximately Station 18+38 to Station 18+78 on the Sumner Avenue Baseline, and shown as TE-122 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-123: A parcel of land located at 449 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by RF Realty Company, LLC, consisting of approximately 21 square feet, less than 0.01 acre, from approximately Station 18+74 to Station 18+78 on the Sumner Avenue Baseline, and shown as TE-123 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-124: A parcel of land located at 449 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by RF Realty Company, LLC, consisting of approximately 17 square feet, less than 0.01 acre, from approximately Station 19+05 to Station 19+09 on the Sumner Avenue Baseline, and shown as TE-124 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-125: A parcel of land located at 512 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Brian M and Jacqueline M Torpey, consisting of approximately 209 square feet, less than 0.01 acre, from approximately Station 405+37 to Station 406+46 on the Dickinson Street Baseline and from approximately Station 22+53 to Station 24+01 on the Sumner Avenue Baseline, and shown as TE-125 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-126: A parcel of land located at 585 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Richard P Crowley & John Bonavita & Carol Slate Trustees, consisting of approximately 25 square feet, less than 0.01 acre, from approximately Station 300+50 to Station 300+92 on the Belmont East Avenue Baseline, and shown as TE-126 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-127: A parcel of land located at 585 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Richard P Crowley & John Bonavita & Carol Slate Trustees, consisting of approximately 17 square feet, less than 0.01 acre, from approximately Station 26+51 to Station 26+57 on the Sumner Avenue Baseline, and shown as TE-127 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-128: A parcel of land located at 530 Sumner Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Muayyad Realty, LLC, consisting of approximately 57 square feet, less than 0.01 acre, from approximately Station 25+46 to Station 25+93 on the Sumner Avenue Baseline, and shown as TE-128 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-129: A parcel of land located at 511 Belmont Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Vien and Troung Nguyen, consisting of approximately 65 square feet, less than 0.01 acre, from approximately Station 252+00 to Station 252+53 on the Belmont West Avenue Baseline, and shown as TE-129 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-130: A parcel of land located at 388-394 Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Mega Meadow Rei, LLC, consisting of approximately 68 square feet, less than 0.01 acre, from approximately Station 404+20 to Station 404+94 on the Dickinson Street Baseline, and shown as TE-130 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-131: A parcel of land located at 400 Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Thomas and Kim Vuong, consisting of approximately 45 square feet, less than 0.01 acre, from approximately Station 404+94 to Station 405+37 on the Dickinson Street Baseline, and shown as TE-131 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-132: A parcel of land located at 464 Dickinson Street in the City of Springfield, in Hampden County, Massachusetts, owned by Parkwood Apartments, LLC, consisting of approximately 256 square feet, less than 0.01 acre, from approximately Station 706+03 to Station 707+15 on the Cliftwood Street Baseline and from approximately Station 411+40 to Station 412+13 on the Dickinson Street Baseline, and shown as TE-132 on the above-referenced Alteration plans on file with the DPW Engineering Division.

AWARD OF DAMAGES

It is ORDERED that the City of Springfield makes the following awards for damages sustained by the owner/owners, and mortgagees of record and others as required by law, having an interest in the area or areas hereinbefore described in the taking of or injury to his/their/its property by reason of the taking of the permanent easement and temporary

construction easements taken for the purposes of the Project described above, including any improvements, trees or shrubs:

Damages for Permanent Partial Takings:

<u>PARCEL / ADDRESS</u>		<u>OWNER</u>	<u>AREA (S.F.)</u>	<u>AWARD OF DAMAGES</u>
1-C	615 BELMONT AVE	AGREE EASTERN, LLC	905	\$18,100
2-C	615 BELMONT AVE	AGREE EASTERN, LLC	2682	\$53,640
3-C	615 BELMONT AVE	AGREE EASTERN, LLC	1202	\$24,040
4-C	616 BELMONT AVE	THUY TINA NGUYEN	41	\$2,990
Total for Permanent Partial Takings:				\$98,770

Damages for Permanent Easements:

<u>PARCEL / ADDRESS</u>		<u>OWNER</u>	<u>AREA (S.F.)</u>	<u>AWARD OF DAMAGES</u>
PE-1	497 BELMONT AVE	PARRELLI BRANDON 497 BELMONT AVE REALTY TRUST	57	\$860
PE-2	600 BELMONT AVE	HSU LIANG MIN & CUI QING ZHANG	134	\$2,010
PE-3	615 BELMONT AVE	AGREE EASTERN, LLC	138	\$2,070
PE-4	464 DICKINSON ST	PARKWOOD APARTMENTS LLC	24	\$360
PE-5	568 BELMONT AVE	SALMAR REALTY LLC	113	\$1,700
Total for Permanent Easements:				\$7,000

Damages for Temporary Easements:

<u>PARCEL / ADDRESS</u>		<u>OWNER</u>	<u>AREA (S.F.)</u>	<u>AWARD OF DAMAGES</u>
TE-1	299 SUMNER AVE	"CITY OF SPRINGFIELD (DEPARTMENT OF PUBLIC PARKS) FOREST PARK"	7390	N/A
TE-2	280 SUMNER AVE	IAN ROSE	476	\$1,140
TE-3	286 SUMNER AVE	NICOLE T. BAKER	423	\$1,020
TE-4	290-294 SUMNER AVE	FOREST PARK RENTALS LLC	1051	\$1,580
TE-5	302 SUMNER AVE	TRINITY ESTATE INVESTMENTS & DEVELOPMENT LLC	622	\$1,310
TE-6	320 SUMNER AVE	NANCY BRENS	784	\$1,880

Attachment: X Order of Taking (8278 : Order of Taking Permanent and Temporary Easements the X Improvement Project)

TE-7	330 SUMNER AVE	MATEO JOSE M. AVILES & SAMANTHA AVILES	556	\$1,330
TE-8	46 OAKLAND ST	CITY OF SPRINGFIELD (SCHOOL DEPARTMENT) FOREST PARK MIDDLE SCHOOL	1878	N/A
TE-9	17-19 OAKLAND ST	CALVARY'S LOVE CHURCH	1448	\$2,170
TE-10	361 SUMNER AVE	TRINITY METHODIST EPISCOPAL CHURCH	5093	\$12,220
TE-11	366 SUMNER AVE	MARTA E. GONZALEZ	509	\$1,220
TE-12	372 SUMNER AVE	BHANU & JANUKA N. TIWARI	475	\$1,140
TE-13	376-378 SUMNER AVE	KERUBE FARHADI	595	\$1,430
TE-14	390 SUMNER AVE	ANDREW W. VIVENZIO	604	\$1,450
TE-15	398 SUMNER AVE	DAO VU	438	\$1,050
TE-16	402 SUMNER AVE	ROSEMARY PEREZ	572	\$1,370
TE-17	408 SUMNER AVE	TOWER REALTY PARKER ST LLC	526	\$1,260
TE-19	407 SUMNER AVE	GEN-WEALTH PROPERTIES LLC	650	\$1,560
TE-20	420 SUMNER AVE	PARKRIDGE PROPERTIES LLC	522	\$1,250
TE-21	426 SUMNER AVE	ESTRELLA DE URENA	473	\$1,140
TE-22	432 SUMNER AVE	ISAAC GRULLON COLON	475	\$1,140
TE-23	440 SUMNER AVE	TAVITHA PALACE REALTY TRUST	476	\$1,140
TE-24	444 SUMNER AVE	PERSAM SPRINGFIELD LLC	2497	\$14,980
TE-25	415 SUMNER AVE	JOSE L. ESTEVEZ	557	\$1,340
TE-26	419 SUMNER AVE	TY G MEZZETTI	614	\$1,470
TE-27	425 SUMNER AVE	PARKWOOD APARTMENTS LLC	251	\$600
TE-28	445 SUMNER AVE	RF REALTY COMPANY LLC	921	\$5,330
TE-29	470 SUMNER AVE	OBSIDIAN ML 6, LLC	3403	\$20,420
TE-30	485-489 SUMNER AVE	LENOX CHARITABLE FUND INC	559	\$3,350
TE-31	556 SUMNER AVE	HUU AND MINH LLC	897	\$5,380
TE-32	501 SUMNER AVE	PETRAKIS REALTY LLC & CARDINAL REALTY CO.	4220	\$25,320
TE-33	589 BELMONT AVE	RICHARD P. CROWLEY & JOHN BONAVIDA & CAROL SLATE TRUSTEES	530	\$3,180
TE-34	561 SUMNER AVE	SPRINGFIELD INSTITUTION FOR SAVINGS	488	\$2,930
TE-35	570 SUMNER AVE	SONAL PATEL LLC	976	\$5,860
TE-36	590 SUMNER AVE	TGN ASSOCIATES LLC	3669	\$22,010
TE-37	561 SUMNER AVE	SPRINGFIELD INSTITUTION FOR SAVINGS	353	\$2,120
TE-38	S.S. SUMNER AVE	MASSACHUSETTS CVS PHARMACY LLC	669	\$4,010
TE-39	615-621 BELMONT AVE	AGREE EASTERN, LLC	1401	\$8,410

Attachment: X Order of Taking (8278 : Order of Taking Permanent and Temporary Easements the X Improvement Project)

TE-40	598-600 SUMNER AVE	K S KANTOR LLC	2365	\$14,190
TE-41	606 SUMNER AVE	K S KANTOR LLC	394	\$2,360
TE-42	618 SUMNER AVE	ANTHONY NASH YEBOAH	344	\$830
TE-43	S.S. SUMNER AVE	ISLAND REALTY INC	762	\$4,570
TE-44	603 SUMNER AVE	J.R. PROPERTY LLC	1472	\$8,830
TE-45	609 SUMNER AVE	WILLIAM E. JR & LYN CUNNINGHAM TRUSTEES	605	\$1,450
TE-46	615 SUMNER AVE	DENNIS C. & BARBARA A. BURROUGHS	504	\$1,210
TE-47	619 SUMNER AVE	YAMILETTE M. OSTOLAZA	136	\$330
TE-48	463-465 BELMONT AVE	PADAM GAJMER & SHOVA GAJMER & DAMBER BISWA & SUBASH LUHAGUN	617	\$3,700
TE-49	467-469 BELMONT AVE	CHARLES R. LYONS	528	\$3,170
TE-50	486-494 BELMONT AVE	NALANI CAPITAL LLC	600	\$3,600
TE-51	486-494 BELMONT AVE	NALANI CAPITAL LLC	622	\$3,730
TE-52	483 BELMONT AVE	BELMONT BURLINGTON LLC	1816	\$10,900
TE-53	W.S. BURLINGTON ST	BELMONT BURLINGTON LLC	715	\$4,290
TE-54	497 BELMONT AVE	PARRELLI BRANDON 497 BELMONT AVE REALTY TRUST	2201	\$13,210
TE-55	S.S. BELMONT AVE	SAGE HOME BUILDERS LLC	196	\$1,180
TE-56	486-494 BELMONT AVE	NALANI CAPITAL LLC	560	\$3,360
TE-57	486-494 BELMONT AVE	NALANI CAPITAL LLC	480	\$2,880
TE-58	486-494 BELMONT AVE	NALANI CAPITAL LLC	478	\$2,870
TE-59	486-494 BELMONT AVE	NALANI CAPITAL LLC	1309	\$7,850
TE-60	486-494 BELMONT AVE	NALANI CAPITAL LLC	541	\$3,250
TE-61	501 BELMONT AVE	ISABEL LUCERO-MARTINEZ	444	\$2,660
TE-62	505 BELMONT AVE	509 BELMONT INC.	145	\$870
TE-63	523 BELMONT AVE	MINH TAI INC	442	\$2,650
TE-64	589 BELMONT AVE	RICHARD P. CROWLEY & JOHN BONAVIDA & CAROL SLATE TRUSTEES	705	\$4,230
TE-65	561 SUMNER AVE	SPRINGFIELD INSTITUTION FOR SAVINGS	607	\$3,640
TE-66	561 SUMNER AVE	SPRINGFIELD INSTITUTION FOR SAVINGS	229	\$1,370
TE-67	615-621 BELMONT AVE	AGREE EASTERN, LLC	1033	\$6,200

Attachment: X Order of Taking (8278 : Order of Taking Permanent and Temporary Easements the X Improvement Project)

TE-68	615-621 BELMONT AVE	AGREE EASTERN, LLC	2058	\$12,350
TE-69	568 BELMONT AVE	SALMAR REALTY LLC	717	\$4,300
TE-69A	568 BELMONT AVE	SALMAR REALTY LLC	377	\$2,260
TE-69B	568 BELMONT AVE	SALMAR REALTY LLC	23	\$140
TE-70	600 BELMONT AVE	HSU LIANG MIN & CUI QING ZHANG	1795	\$10,770
TE-71	6-10 COMMONWEALTH AVE	CINDY TAI	139	\$830
TE-73	616 BELMONT AVE	THUY TINA NGUYEN	1244	\$330
TE-74	615-621 BELMONT AVE	AGREE EASTERN, LLC	6739	\$40,430
TE-75	645 BELMONT AVE	645 BELMONT REALTY TRUST	821	\$3,690
TE-76	624 BELMONT AVE	CHRISTOPHER DMD & PAUL A. JR. DONOHUE	440	\$2,640
TE-77	632 BELMONT AVE	LAWRENCE-GODFREY COREY	475	\$1,140
TE-78	638 BELMONT AVE	DOS GORDITOS LLC	223	\$540
TE-79	371 DICKINSON ST	FOREST ORCHARD LLC	1974	\$4,740
TE-81	385 DICKINSON ST	VU SAM LAP & KIM CHAM TANG TRUSTEES	1156	\$6,940
TE-82	E.S. DICKINSON ST	MUAYYAD REALTY LLC	1156	\$6,940
TE-83	401 DICKINSON ST	MUAYYAD REALTY LLC	357	\$2,140
TE-84	368 DICKINSON ST	FREEDOM PROPERTY GROUP LLC	520	\$1,250
TE-85	W.S. DICKINSON ST	PHUNG M LE	591	\$1,420
TE-86	378-380 DICKINSON ST	PHUNG LE	387	\$930
TE-87	W.S. DICKINSON ST	MINH TAI INC	534	\$3,200
TE-88	E.S. DICKINSON ST	SALMAR REALTY LLC	301	\$1,810
TE-89	459 DICKINSON ST	KARAASLAN REALTY LLC	397	\$2,380
TE-90	E.S. DICKINSON ST	KARAASLAN REALTY LLC	284	\$1,280
TE-91	471-473 DICKINSON ST	WILFREDO LOPEZ JR	523	\$1,260
TE-92	483 DICKINSON ST	CANDICE HAYNES	143	\$340
TE-93	W.S. DICKINSON ST	SPRINGFIELD PARKING AUTHORITY	389	\$2,330
TE-94	448 DICKINSON ST	DICKINSON STREET MANAGEMENT LLC	442	\$2,650
TE-95	452 DICKINSON ST	DICKINSON STREET MANAGEMENT LLC	648	\$3,890
TE-96	458 DICKINSON ST	DICKINSON STREET MANAGEMENT LLC	568	\$3,410
TE-97	464 DICKINSON ST	PARKWOOD APARTMENTS LLC	256	\$1,540
TE-98	11 ORMOND ST	JAMES W. FIORE	484	\$1,160
TE-99	17 ORMOND ST	DANIEL J. GIBSON	485	\$1,160
TE-100	21 ORMOND ST	ADRIAN A. RODRIGUEZ	486	\$1,170
TE-101	27 ORMOND ST	MICHAEL & ANTONIA ZEIMBEKAKIS	486	\$1,170

Attachment: X Order of Taking (8278 : Order of Taking Permanent and Temporary Easements the X Improvement Project)

TE-104	42 CLIFTWOOD ST	MONIQUE C. HERRELL & LARRY ALEXANDER WHITAKER	432	\$1,040
TE-105	39 CLIFTWOOD ST	CIG4 LLC	952	\$2,280
TE-106	W.S. LENOX ST	SUMNER AVENUE 473-477 LLC	1130	\$1,700
TE-107	E.S. LENOX ST	LUIS M. TORRES	152	\$360
TE-108	83 CLIFTWOOD ST	WALGREEN EASTERN CO. INC.	599	\$3,590
TE-109	89 CLIFTWOOD ST	SPRING FORTH PROPERTIES LLC	596	\$3,580
TE-110	95 CLIFTWOOD ST	FRANK & MARIA RASCHILLA	595	\$3,570
TE-112	E.S. DICKINSON ST	SALMAR REALTY LLC	445	\$2,670
TE-113	21 BURLINGTON ST	ANTHONY L. SANTANIELLO	75	\$180
TE-114	S.S. DICKINSON ST	SPRINGFIELD HOUSING AUTHORITY	7601	\$18,240
TE-115	523 BELMONT AVE	MINH TAI INC	311	\$1,870
TE-116	544-550 SUMNER AVE	GULMOHUR 546 SUMNER CORPORATION	122	\$730
TE-117	582-586 BELMONT AVE	FDC LLC	250	\$1,500
TE-118	40 CLIFTWOOD ST	WANDA I. FIGUEROA	90	\$220
TE-119	E.S. DICKINSON ST	HOLY NAME CATHOLIC ASSOCIATION	147	\$350
TE-120	358 DICKINSON ST	EURIPIDES PETER PIATTI-RIOS	310	\$740
TE-121	14-16 COMMONWEALTH AVE	BINH NGUYEN	25	\$150
TE-122	449 SUMNER AVE	RF REALTY COMPANY LLC	43	\$260
TE-123	449 SUMNER AVE	RF REALTY COMPANY LLC	21	\$130
TE-124	449 SUMNER AVE	RF REALTY COMPANY LLC	17	\$100
TE-125	512 SUMNER AVE	BRIAN M & JACQUELINE M TORPEY	209	\$1,250
TE-126	585 BELMONT AVE	RICHARD P CROWLEY & JOHN BONAVITA & CAROL SLATE TRUSTEES	25	\$150
TE-127	585 BELMONT AVE	RICHARD P CROWLEY & JOHN BONAVITA & CAROL SLATE TRUSTEES	17	\$100
TE-128	530 SUMNER AVE	MUAYYAD REALTY LLC	57	\$340
TE-129	511 BELMONT AVE	VIEN & TROUNG NGUYEN	65	\$390
TE-130	388-394 DICKINSON ST	MEGA MEADOW REI LLC	68	\$410
TE-131	400 DICKINSON ST	THOMAS & KIM VUONG	45	\$270
TE-132	464 DICKINSON ST	PARKWOOD APARTMENTS LLC	256	\$1,540
Total for Temporary Easements:				\$464,130

TOTAL DAMAGES \$569,900

Attachment: X Order of Taking (8278 : Order of Taking Permanent and Temporary Easements the X Improvement Project)



City Council

TABLED

Meeting: 10/07/24 07:00 PM
Initiator: Robert Shewchuk
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8242

13

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.

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

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.

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]

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 from 7 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.**

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

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.

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**

- 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 curbside on the same day as collection. It is prohibited to overload automated containers in a manner which is likely to cause damage to the collection vehicle or automated container, create a litter condition, or impede collection.

(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)

- 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.**

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 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 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,**

(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)

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

(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 year 2024; 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,**

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)

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.

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]

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.

[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.

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.)**

(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)

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 handing 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.

(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)

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

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]

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.

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

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

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

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

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)

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;

[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)

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.

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.

(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.

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.

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.

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.



City Council

SCHEDULED

Meeting: 10/07/24 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8268

14

Collective Bargaining Agreement Ratification - SPSA (Mayor Sarno)

WHEREAS, the City's Labor Relations Director has received confirmation from the Springfield Police Supervisors Association ("SPSA") that this bargaining unit has ratified new collective bargaining agreements for the time periods of July 1, 2024 to June 30, 2025 and July 1, 2025 to June 30, 2028; and

WHEREAS, the Labor Relations Department is requesting that the City Council approve the terms of the Collective Bargaining Agreement, which are described in a letter from the Labor Relations Director and Memorandum from the Chief Administrative and Financial Officer, which are attached hereto; and

WHEREAS, the Agreement includes wage increases effective and retroactive July 1, 2024 of three and one half percent (3.5%); and

WHEREAS, the Agreement includes wage increases effective July 1, 2025 of three and one half percent (3.5%); and

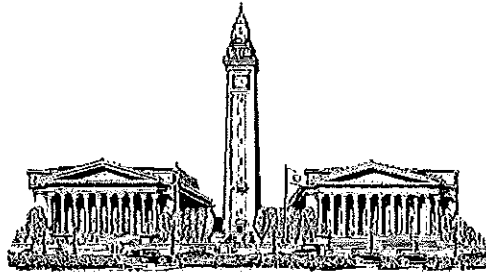
WHEREAS, the Agreement includes wage increases effective July 1, 2026 of three and one half percent (3.5%); and

WHEREAS, the Agreement includes wage increases effective July 1, 2027 of three and one half percent (3.5%); and

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

NOW THEREFORE, the City Council hereby approves the report of the Labor Relations Director regarding the ratification of the collective bargaining agreement between the City of Springfield and the Springfield Police Supervisors Association ("SPSA"), and the terms thereof, as described in the attached documents, for the time period of July 1, 2024 through June 30, 2028.

**Human Resources
&
Labor Relations**
36 Court Street, Room 005
Springfield, MA 01103
413-787-6068 (phone)
413-787-6572 (fax)



September 20, 2024

To the Springfield City Council

Please be advised that on September 19, 2024, this department received communication from the Springfield Police Supervisors Association ("SPSA") that they have ratified new collective bargaining agreements for the time periods of July 1, 2024 to June 30, 2025 and July 1, 2025 to June 30, 2028.

We hereby submit to you this report for your approval which reflects the following wage increases in the SPSA's wage scale.

Wage Increases:

Effective and retroactive July 1, 2024 Three and one-half percent (3 ½%)

Effective July 1, 2025 Three and one-half percent (3 ½ %)

Effective July 1, 2026 Three and one-half percent (3 ½ %)

Effective July 1, 2027 Three and one-half percent (3 ½ %)

Increase the Field Training Officer stipend to \$1500

Increase the Performance Evaluation stipend to \$1500

Additionally, the City has made due and diligent efforts to ensure substantial compliance with the April 29, 2022 Settlement Agreement between the United States and the City of Springfield (Case 3:22-cv-30043) and has added the following provisions to the contract effective July 1, 2024:

- All interdepartmental charges against a unit member shall be initiated no later than one hundred and twenty (120) days following the alleged offense, and a hearing on said charge shall be held within a reasonable time thereafter. In the event that charges are initiated subsequent to one hundred and twenty (120) days, as set forth above, the City

will have the burden to prove that such delay was caused by circumstances beyond the control of the department, which rendered the initiation of charges impracticable within the time period specified herein above.

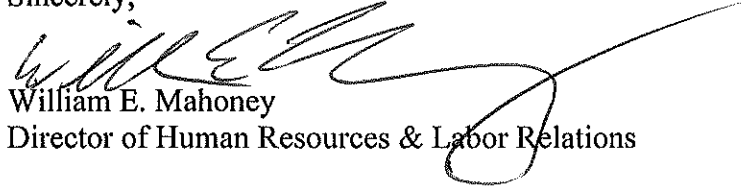
- Disciplinary hearings will be audio or video/audio recorded and said recording shall be made available to the Compliance Evaluator, or his/her representative upon their request.
- The employer reserves the right to provide name tags to employees. In the event that the employer provides name tags the employees will be required to wear same on their uniforms while working (at all times inclusive of details and overtime). The name tag shall have the employees rank, first initial and last name. The name tags will be placed directly below and centered beneath the badge parallel with the pocket, unless the Superintendent designates an alternative placement on the uniform. Unit members will have updated photos taken which will be kept updated not more frequently than every six (6) months.
- This contract resolves all bargaining obligations with respect to the policy and implementation of the Force Investigations Team/Unit.

A financial order reflecting the cost of the wage increase is attached.

In accordance with the Acts of 656 of 1989, the Chief Financial Officer must give in writing her opinion relative to the financial impact of the agreement on the existing level of municipal services.

If you have any other questions, please feel free to contact this office.

Sincerely,



William E. Mahoney
Director of Human Resources & Labor Relations

cc: Mayor Domenic J. Sarno
cc: Cathy Buono, CAFO
cc: File

City 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: October 7th, 2024
Re: Order for Council Meeting – 10/07/2024
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the October 7, 2024 City Council meeting, which requests the ratification of the current agreement between the City of Springfield and the Springfield Police Supervisors Association (“SPSA”).

Background: The new agreement includes an extension of the bargaining agreement that expired June 30, 2024, and contains the following wage increases:

FY25 (7-1-24 to 6-30-25)	3.5%
FY26 (7-1-25 to 6-30-26)	3.5%
FY27 (7-1-26 to 6-30-27)	3.5%
FY28 (7-1-27 to 6-30-28)	3.5%

In addition, the Field Training Officers stipend will increase from \$1,000 to \$1,500, and the Performance Evaluation stipend will increase from \$1,000 to \$1,500. The City will also need to fund any retroactive pay agreed upon under this new contract. The Police Department’s Personal Services budget will continue to be evaluated throughout the fiscal year to determine if an additional appropriation is necessary to fund the proposed increases, at which time a supplemental transfer order would be brought before the Council.

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.

TENTATIVE AGREEMENT
BETWEEN
THE CITY OF SPRINGFIELD, MA
AND
SPRINGFIELD POLICE SUPERVISOR'S ASSOCIATION
SEPTEMBER 9, 2024

The above named parties agree that the below represents a tentative agreement and concludes all negotiations for successor agreements to the 2021-2024 contract. The Union agrees that it will submit this tentative agreement for a ratification vote by the Union body. Upon a successful vote, the Employer agrees to submit this agreement to the Springfield City Council.

Contract One Changes

Wages -Effective and retroactive to July 1, 2024 three and one-half percent (3 ½%) percent increase

Increase FTO stipend to \$1,500

Increase Performance Evaluation stipend to \$1,500

Duration: **Contract 1** July 1, 2024 – June 30, 2025

Art. 2.03 change "then" to "than" in second sentence

Art. 3.02 Replace "required herein" in first sentence with "referenced in Art. 3.01". Change mailing address from "P.O. Box 3493, Springfield, Massachusetts 01103" to "P.O. Box 113, Springfield, MA 01151"

Art. 4 correct spelling error in title of article

Art. 5.02 amend to read "All interdepartmental charges against a unit member shall be initiated no later than one hundred and twenty (120) days following the alleged offense, and a hearing on said charge shall be held within a reasonable time thereafter. In the event that charges are initiated subsequent to one hundred and twenty (120) days, as set forth above, the City will have the burden to prove that such delay was caused by circumstances beyond the control of the department, which rendered the initiation of charges impracticable within the time period specified herein above."

Art. 5.06 (new) "Disciplinary hearings will be audio or video/audio recorded and said recording shall be made available to the Compliance Evaluator, or his/her representative upon their request."

Art. 5.07 (new) move the following language from 2023 Interest Arbitration award Art. 6.07 to new Art. 5.07 "Internal Investigations Unit and Force Investigations Team (FIT) interviews with bargaining unit members will be audio recorded at the Employer's discretion. At the Union's request a copy of an audio recording will be provided to the Union, if a hearing is scheduled. If either party prepares a transcript of the audio recording, it will be provided to the other party."

Art. 7.10 delete "a" in first sentence

Art. 8.02 change "designate" to "designated" in 3d sentence

Art. 15.02 add "it" after "that" in first sentence.

Art. 15.02 change "it" to "in" in first sentence

Art. 15.05 delete "and the Agency Service Fee" in the first sentence and "and/or Agency Service Fee" in the second sentence

Art. 19.02 step 3 2d paragraph, first sentence delete "of" in second instance

Art. 19.04 add "after": following "holidays" in first sentence

Art. 20.01 delete "fee" replace with "fear"

Art. 22.05 delete "upon"

Art. 22.06(d) add "herein" after "contained"

Art. 22.10 replace with "The employer reserves the right to provide name tags to employees. In the event that the employer provides name tags the employees will be required to wear same on their uniforms while working (at all times inclusive of details and overtime). The name tag shall have the employees rank, first initial and last name. The name tags will be placed directly below and centered beneath the badge parallel with the pocket, unless the Superintendent designates an alternative placement on the uniform. Unit members will have updated photos taken which will be kept updated not more frequently than every six (6) months."

Art. 22.12 delete "Police Commissioner" and replace with "Superintendent"

Art. 28.18 delete "32" and replace with "28"

Art. __ add "This contract resolves all bargaining obligations with respect to the policy and implementation of the Force Investigations Team/Unit."

Contract Two Changes

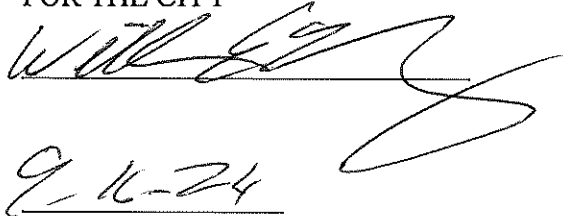
Effective July 1, 2025 three and one-half percent (3 ½%) percent increase

Effective July 1, 2026 three and one-half percent (3 ½%) percent increase

Effective July 1, 2027 three and one-half percent (3 ½%) percent increase

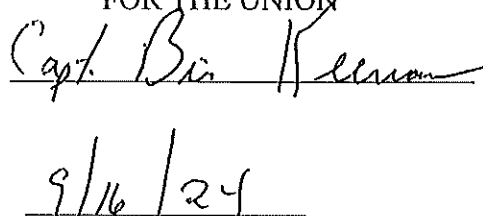
Duration: Contract 2 July 1, 2025 – June 30, 2028

FOR THE CITY



DATE

FOR THE UNION



DATE