



CITY OF SPRINGFIELD

City Clerk's Office October 12, 2011

Regular Meeting Agenda~

I hereby notify you that at twelve o'clock noon today the following items of business had been filed with this office and can be acted upon at the meeting in City Council Chambers, Room 200 at City Hall, 36 Court Street **Monday evening October 17, 2011** at 07:00 PM according to Section 12, Rules and Orders of the City Council.

City Clerk

Call to Order

7:00 PM Meeting called to order on October 17, 2011 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Ordinances

- (1.) (ID # 1404) - Amending Title 1, Chapter 1.16.010 of the Revised Ordinances of the City of Springfield, 1986, as Amended, by Adding a \$300.00 Penalty to the Ordinance Table, Pursuant to Title 7, Chapter 7.50.100 of the Revised Ordinances of the City of Springfield, 1986, as Amended
- (2.) (ID # 1402) - Regulating the Maintenance of Vacant And/Or Foreclosing Residential Properties and Foreclosures of Owner Occupied Residential Properties
- (3.) (ID # 1403) - Amending Title 7, Chapter 7.60 of the Revised Ordinances of the City of Springfield, 1986, as Amended, by Amending Sections 7.60.020, 7.60.050, 7.60.060 and 7.60.070 - Facilitating Mediation of Mortgage Foreclosures of Owner Occupied Residential Properties.

Communications

Reports

1. September Revenue Vs. Expenditure Report

Orders

- (1.) Fire Donations - Administration (Mayor Sarno)
ATTACHMENTS:
 - fire don 10-17-11 (PDF)
- (2.) ORDER AUTHORIZING MAYOR TO EXECUTE QUITCLAIM DEED FOR SALE OF WS ORLEANS ST. (09362-0025) to HAP REVITALIZATION, LLC (Mayor Sarno)
ATTACHMENTS:
 - Deed WS Orleans St. (Par.25) (DOC)
- (3.) Invest in Local Banks
- (4.) Residency Ordinance

- (5.) An Order Authorizing the Expenditure of Massachusetts Area Health Education Center Grant Funds by the Springfield Department of Health and Human Services - No Match Required (Mayor Sarno)
- (6.) An Order Authorizing the Acceptance of a Massachusetts Cultural Council Grant - No Match Required (Mayor Sarno)

ATTACHMENTS:

- DOC_20110926103759 (PDF)

- (7.) An Order Authorizing the Expenditure of Title III Grant Funds by the Department of Elder Affairs - Match Needed (Mayor Sarno)

ATTACHMENTS:

- DOC006 (PDF)

Informational

- (1.) From CC re:Report of Committee - Reading Success by 4Th Grade –



City of Springfield
36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 1404)

Meeting: 10/17/11 07:00 PM
Department: City Clerk
Category: Local Law
Prepared By: Wayman Lee
Initiator: Wayman Lee

Sponsors: Ward 6 Councilor Amaad Rivera
DOC ID: 1404

Amending Title 1, Chapter 1.16.010 of the Revised Ordinances of the City of Springfield, 1986, as Amended, by Adding a \$300.00 Penalty to the Ordinance Table, Pursuant to Title 7, Chapter 7.50.100 of the Revised Ordinances of the City of Springfield, 1986, as Amended

AMENDING TITLE 1, CHAPTER 1.16.010 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, BY ADDING A \$300.00 PENALTY TO THE ORDINANCE TABLE, PURSUANT TO TITLE 7, CHAPTER 7.50.100 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED

Title 1, of the Revised Ordinances of the City of Springfield, 1986, as amended, hereby further amended by adding the following new Chapter 1.16.010 thereto:

Chapter 1.16.010

GENERAL ENFORCEMENT AND PENALTIES: NON CRIMINAL DISPOSITIONS AND PENALTIES

1.16.010 Noncriminal Disposition and Penalties.

Any person who violates any of the provisions of the revised ordinances which are enumerated in this section may be penalized by a noncriminal disposition as provided in General Laws, chapter 40, section 21D. The noncriminal method of disposition may also be used for violations of any rule or regulation of any municipal officer, board or department which is subject to specific penalty. Without intending to limit the generality of the foregoing, it is the intention of this provision that the following ordinances are to be included within the scope of this subsection, that the specific penalties as listed herein shall apply in such cases and that, in addition to police officers, who shall in all cases be considered enforcing persons for the purpose of this provision, the municipal personnel listed for each section, if any, shall also be enforcing persons

for such sections. Each day on which any violation exists shall be deemed to be a separate offense.

Ordinance	Penalty
7.16.130 Unregistered Motor Vehicles on Premises (Housing Code Enforcement)	\$50.00
7.24.010 Removal of Snow from Sidewalks and Hydrants (Fire Department)	\$25.00
8.04.020 Alcoholic Beverages	\$50.00
Zoning Ordinance, Section 2005 (8), Conditions Attached to Special Permit Approvals (Building Inspectors)	\$50.00
7.16.060 Placement of Containers for Ashes and Rubbish (Housing Code Inspectors)	\$50.00
Rules and Regulations of the Board of Park Commissioners: Any Rule or Regulation**	\$50.00

** This ordinance may be enforced by the superintendent, all deputies, all assistant deputy superintendents, the five unpaid park commissioners, and such park wardens as may be designated by the Mayor from time to time. The authority of the enforcing person shall extend only to the actual property under the jurisdiction of the Park Department.

Ordinance	Penalty
7.20.020 Loud, Disturbing and Unnecessary Noise	\$50.00
Any Violation of the provisions of the Zoning Ordinances of the City of Springfield, as amended including any condition attached to a special permit or to a Board of Appeals decision. ***	\$50.00

*** The zoning ordinances may be enforced by the commissioner of code enforcement, any assistant commissioner of code enforcement, building inspectors, housing inspectors or a zoning administrator.

GENERAL ORDINANCES		
Ordinance		Penalty
5.12	Hawkers and Peddlers(Public Health Department)	\$50.00
5.36	Charitable Solicitations	\$50.00
5.56	Transient Vendors(Public Health Department)	\$50.00
6.04	Animal Control. (Animal Control Officer)	\$50.00
	Except as specifically set forth in Chapter	

	6.04	
7.16.040	Recycling Collection(Department of Public Works)	\$50.00
7.16.041	Leaves and Yard Waste Collection(Department of Public Works)	\$50.00
7.16.060	Rubbish Collection(Department of Public Works)	\$50.00
7.16.120(A)	Litter.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$300.00
7.16.120(B)	Placement of litter in receptacles to prevent scattering. (Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$100.00
7.16.120(C)	Sweeping litter into the gutter prohibited.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$100.00
7.16.120(D)	Merchant duty to keep sidewalk free of litter. (Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$100.00
7.16.120(E)	Litter thrown by persons in vehicle.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$300.00
7.16.120(F)	Truck loads causing litter.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$300.00
7.16.120(G)	Litter in parks and property under control of Park Department.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$300.00
7.16.120(H)	Litter in lakes, rivers, streams and fountains.(Public Health Department,	\$300.00

	Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	
7.16.120(I)	Handbills, posters and political signs. (Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$100.00per sign
7.16.120(J)	Throwing or distributing handbills in public places.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$100.00
7.16.120(K)	Placing handbills on vehicles. (Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$100.00
7.16.120(L)	Prohibiting distribution of handbills where posted.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$100.00
7.16.120(M)	Depositing handbills on uninhabited or vacant premises.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$100.00
7.16.120(N)	Distributing handbills at inhabited private premises.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$100.00
7.16.120(P)	Dropping litter from aircraft.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$100.00
7.16.120(Q)	Posting notices prohibited.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$300.00
7.16.120(R)	Litter on occupied private land.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$300.00

7.16.120(S)	Litter on vacant lots.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$300.00
7.16.135	Shopping Carts (Park Department)	\$50.00
7.17	Bulk and Waste Hauling Services (Public Health Department, Department of Public Works)	\$50.00
7.20	Noise (Park Department)	\$50.00
7.24	Snow and Ice Removal (Department of Public Works)	\$50.00
8.04.020	Alcoholic Beverages (Park Department)	\$50.00
8.20.060	Tag Sales	\$50.00
8.20.070	Significant Trees (Park Department)	\$50.00
8.24	Loitering (Park Department)	\$50.00
9.16.020	Emergency Parking Ban (Department of Public Works)	\$50.00
9.21	Permit Parking (Department of Public Works)	\$50.00
9.24.011	Crossing to Avoid Traffic Signals	\$50.00
9.24.020	Abandoned Motor Vehicles (Department of Public Works)	\$50.00
10.04.300	Maintenance of Tree Belts (Public Health Department, Department of Public Works)	\$50.00
10.12.030	Cutting Trees on Public Property (Park Department, Department of Public Works)	\$50.00
10.16.085	Motor Vehicle Repairs on Sidewalks or Streets (Department of Public Works)	\$50.00
10.16.090	Vehicles Crossing Curbs (Department of Public Works)	\$50.00
10.16.130	Sales in Streets (Department of Public Works, Public Health Department)	\$50.00
10.16.140	Sales from Motor Vehicles (Public Health Department)	\$50.00
10.16.200	Gates and Doors (Department of Public Works)	\$50.00
10.16.220	Playing in Streets	\$50.00
12.12.130	Handbills and Signs (Department of Public Works; Park Department)	\$50.00
12.16.030	Numbers on Buildings (Department of Public Works, Fire Department, Code Enforcement)	\$50.00

***This Ordinance can be enforced by the Code Enforcement Commissioner, the Fire Commissioner, any assistant commissioner

of code enforcement, building inspectors, or housing inspectors

Ordinance		Penalty
7.50.100	REGULATING THE MAINTENANCE OF VACANT AND/OR FORECLOSING RESIDENTIAL PROPERTIES AND FORECLOSURES OF OWNER OCCUPIED RESIDENTIAL PROPERTIES (Building Commissioner, Fire Department, Code Enforcement)	\$300.00

(as amended 09/15/1987; 11/27/1987; 03/17/1988; 05/23/1991; 08/07/1991; 10/06/1992; 04/21/1988; 07/21/1995; 06/20/2006; and 07/22/2010) (as amended by the Finance Control Board on 02/03/2009)

Approved as to form:

Thomas D. Moore
Assistant City Solicitor



City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 1402)

Meeting: 10/17/11 07:00 PM

Department: City Clerk

Category: Local Law

Prepared By: Wayman Lee

Initiator: Wayman Lee

Sponsors: Ward 6 Councilor Amaad Rivera

DOC ID: 1402

Regulating the Maintenance of Vacant And/Or Foreclosing Residential Properties and Foreclosures of Owner Occupied Residential Properties

AMENDING TITLE 7, CHAPTER 7.50 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, BY AMENDING SECTIONS 7.50.020, 7.50.030, 7.50.050, 7.50.060, 7.50.070, AND 7.50.100 - REGULATING THE MAINTENANCE OF VACANT AND/OR FORECLOSING RESIDENTIAL PROPERTIES AND FORECLOSURES OF OWNER OCCUPIED RESIDENTIAL PROPERTIES.

Title 7, of the Revised Ordinances of the City of Springfield, 1986, as amended, hereby further amended by making the following amendments to Chapter 7.50 thereto:

Chapter 7.50

REGULATING THE MAINTENANCE OF VACANT AND/OR FORECLOSING RESIDENTIAL PROPERTIES AND FORECLOSURES OF OWNER OCCUPIED RESIDENTIAL PROPERTIES

Sections:

- 7.50.010 Purpose.
- 7.50.020 Definitions.
- 7.50.030 Registration of vacant and/or foreclosed residential properties Qualifications for Commissioners.
- 7.50.040 Signs/Markings.
- 7.50.050 Properties without Certificate of Compliance with Ordinance 7.50.
- 7.50.060 Expenses.
- 7.50.070 Duty to Maintain Property.
- 7.50.080 Nuisance Referral.
- 7.50.090 Notice.
- 7.50.100 Enforcement and Penalty.

7.50.010 Purpose. Unsecured and un-maintained vacant properties and foreclosing properties present a danger to the safety and welfare of public safety officers, the public,

occupants, abutters and neighborhoods, and as such, constitute a public nuisance. This section is enacted to promote the health, safety and welfare of the public, to protect and preserve the quiet enjoyment of occupants, abutters and neighborhoods, and to minimize hazards to public safety personnel inspecting or entering such properties.

7.50.020 Definitions. The following words and phrases, when used in this section, shall have the following meanings:

A. "Building" - any combination of materials having a roof and enclosed within exterior walls or firewalls, built to form a structure for the shelter of persons.

B. "Certificate of Compliance with Ordinance 7.50" - certificate issued by the Commissioner to the owner of a vacant and/or foreclosing property upon compliance with the provisions of this section.

C. "Commissioner" - the Building Commissioner for the City of Springfield

D. "Days" - consecutive calendar days

E. "Fire Commissioner" - the commissioner of the Springfield Fire Department or his or her designee

F. "Foreclosing" - the process by which a property, placed as security for a real estate loan, is prepared for sale to satisfy the debt if the borrower defaults.

G. "Initiation of the Foreclosure Process" - taking any of the following actions:

1. Taking possession of a residential property pursuant to General Laws chapter 244 section 1;

2. Commencing a foreclosure action on a property in any court of competent jurisdiction, including without limitation filing a complaint in Land Court under the Servicemembers Civil Relief Act - Public Law 108-189 (50 U.S.C.S. App. § 501-536);

3. In any instance, where the mortgage authorizes mortgagee entry to make repairs upon mortgagor's failure to do so.;

H. "Local" - within twenty (20) miles of the property in question.

I. "Mortgagee" - the creditor including but not limited to, service companies, agents, lenders in a mortgage agreement, and any successor in interest and/or assignee of the mortgagee's rights, interests or obligations under the mortgage agreement.

J. "Owner" - every person, entity, service company, property manager or real estate Broker, who alone or severally with

others:

1. Has legal title to any real property, including but not limited to a dwelling, dwelling unit, mobile dwelling unit, or parcel of land, vacant or otherwise, including a mobile home park; or

2. Has care, charge or control of real property, including but not limited to any dwelling, dwelling unit, mobile dwelling unit, or parcel of land, vacant or otherwise, including a mobile home park, or any administrator, administratrix, executor, trustee or guardian of the estate of the holder of legal title; or

3. Is a mortgagee of any such property who has initiated the foreclosure process as defined in this section;

4. Is an agent trustee or other person appointed by the courts and vested with possession or control of any such property; or

5. Is an officer or trustee of the association of unit owners of a condominium. Each such person is bound to comply with the provisions of these minimum standards as if he were the owner. However, "owner" shall not mean a condominium association created pursuant to General Laws chapter 183A to the extent that such association forecloses on or initiates the foreclosure process for unpaid assessments due or owing to the association; or

6. Every person who operates a rooming house; or

7. Is a trustee who holds, owns or controls mortgage loans for mortgage-backed securities transactions and has initiated the foreclosure process.

K. "Property" - any real residential property, or portion thereof, located in the city, including buildings or structures situated on the property; provided, however, that "property" shall not include property owned or under the control of the city, the Commonwealth or the United States of America.

L. "Secured, Securing" - making the property inaccessible to unauthorized persons.

M. "Vacant" - any property not currently legally occupied and not properly maintained or secured.

7.50.030 Registration of vacant and/or foreclosed residential properties. A. Any owner of a vacant and/or foreclosing property shall, unless exempt from such actions by Massachusetts General Laws, within thirty (30) days of the

property becoming vacant or within fifteen (15) days of the initiation of the foreclosure process:

1. Provide written notification to the Commissioner and the fire commissioner of the status of such property, including in such notice, the name, address and telephone number of the owner or person in control of the property; the location of the property; the length of time the building has been vacant (where applicable); the estimated time the building will remain vacant (where applicable); and the nature of the contents of the building; and

2. As may be required by the fire commissioner, file one set of space utilization floor plans for any buildings on said property with the fire chief and one set of said plans with the Commissioner. The owner shall certify space utilization plans as accurate twice annually, in January and July; and

3. Remove from the property, to the satisfaction of the fire commissioner, hazardous material as that term is defined in Massachusetts General Laws, chapter 21K, as that statute may be amended from time to time; and

4. At the discretion of the Commissioner, secure all windows and door openings and ensure that the building is secured from all unauthorized entry continuously in accordance with the United States Fire Administration, National Arson Initiative Board up Procedures or provide twenty-four (24) hour on-site security personnel on the property. When a vacant or foreclosing property is located within a complex of buildings owned by a single owner, twenty-four (24) hour on-site security shall be provided within the building or within the complex wherein the building is located; and

5. Where a property is vacant, post "No Trespassing" signs on the property; and

6. Maintain the property in accordance with this Chapter, free of overgrowth trash and debris, and pools of stagnant water, and ensure that structures are maintained in a structurally sound condition; and

7. If the property is vacant, drain all water from the plumbing and turn off all electricity between September 15 and June 15 of each calendar year to guard against burst pipes and fires; and

8. Maintain the property in accordance with the Massachusetts State Sanitary Code, the Massachusetts State Building Code and all specialized codes incorporated therein, and any Springfield Ordinances concerning the maintenance of property and the Springfield Zoning Ordinances; and

9. Provide the fire commissioner and Commissioner with the name, local address, and telephone number of a responsible person who can be contacted in case of emergency. The owner shall cause the name and contact number to be marked on the front of the property as may be required by the fire commissioner or Commissioner; and,

10. Maintain liability insurance on the property and furnish the director with a copy of said certificate of insurance; and

11. Provide a cash bond acceptable to the Commissioner, in the sum of not less than ten thousand (10,000.00) dollars, to secure the continued maintenance of the property throughout its vacancy and remunerate the city for any expenses incurred in inspecting, securing, marking or making such building safe. A portion of said bond shall be retained by the city as an administrative fee to fund an account for expenses incurred in inspecting, securing, and marking said building and other such buildings that are not in compliance with this Section. Any owner of a vacant or foreclosing property providing a bond pursuant to this section must also provide bonds for all other vacant or foreclosing properties it owns in the City.

12. Notify the Commissioner in writing when the property is sold or transferred.

B. Upon satisfactory compliance with the above provisions the Commissioner shall issue a Certificate of Compliance with Ordinance 7.50. Said certificate shall be valid for the length of time prescribed by the director and noted thereon; provided, however, the certificate shall be subject to continued compliance with the provisions of this section.

7.50.040 Signs/Markings. When required pursuant to this section signs or markings shall be applied on the front of the property, and elsewhere as the fire commissioner or Commissioner may require, at or above the second floor level and shall not be placed over doors windows or other openings. All signs/markings shall be visible from the street and when requested by the fire commissioner or Commissioner shall be placed on the sides and rear of the property Signs markings shall be a minimum of 24 inches by 24 inches, with lines of 2 inch width, and shall have a reflective background, or be painted with reflective paint in contrasting colors. Signs/markings shall be applied directly on the surface of the property, and shall state the date of posting and the most recent date of inspection by the fire chief and

Commissioner.

7.50.050 Properties without Certificate of Compliance with Ordinance 7.50. The Commissioner, upon being informed of the existence of a vacant or foreclosing property without a Certificate of Compliance with Ordinance 7.50, shall cause notice to issue to the owner of the status of said property and shall order said person to immediately obtain a Certificate of Compliance with Ordinance 7.50. If any person fails to comply with said order, the Commissioner and agents thereof may enter the premises to inspect, and further may seek court orders to enter upon the premises to secure, clean, and remove any pools of stagnant water.

7.50.060 Expenses. The owner of a vacant or foreclosing property who fails to obtain a Certificate of Compliance with Ordinance 7.50 as required herein, shall be liable to the city for expenses incurred by the city in securing such property, for removing rubbish and overgrowth and/or for abating stagnant pools of water. The Commissioner shall provide the owner with a written statement of all costs associated with inspecting, securing, and marking the property, and removing rubbish or overgrowth, or abating stagnant pools of water. If the owner fails to pay or reimburse the city within seven days of notice of expenses the city shall draw down upon the bond paid by the owner as required in Chapter 7.50.030 (11). If there is no bond available, the Commissioner shall record the notice of claim in the Hampden County Registry of Deeds (or the Land Court Department) forthwith, and shall have the right to file a civil action in the Western Division Housing Court to establish a lien on the property for the balance due.

7.50.070 Duty to Maintain Property. A. No owner of a vacant or foreclosing property shall allow said property to become or remain unsecured, or to contain an accumulation of rubbish, or to contain overgrowth, or to have a stagnant pool of water. If it appears that any vacant or foreclosing property is unsecured, contains rubbish, overgrowth, or a stagnant pool of water, the Commissioner shall send written notification to the owner, requiring that the owner promptly secure the property, remove the rubbish or overgrowth, or abate the stagnant pool of water.

B. If the owner fails to comply with any notice issued pursuant to this provision, the Commissioner may immediately

seek to obtain the proceeds secured by the bond filed pursuant to 7.50.030 (11) herein and shall enter upon the premises and cause the property to be inspected, and further may seek court orders to enter upon the premises to secure, clean, and remove any pools of stagnant water.

7.50.080 Nuisance Referral. All unsecured vacant or foreclosing properties shall be immediately referred to the Commissioner for a determination relative to whether the property is a nuisance or dangerous pursuant to chapter 139 and procedures promulgated thereunder.

7.50.090 Notice. A. Notices required pursuant to this section shall be served in the following manner:

1. Personally on any owner as defined in this section or on the contact person specified pursuant to Chapter 7.50.030 (9); or ,

2. Left at the last and usual place of abode of any owner, or contact person as specified pursuant to Chapter 7.50.030 (9), if such place of abode is known and is within or without the commonwealth; or,

3. By certified or registered mail, return receipt requested, to any owner, or the contact person specified pursuant to Chapter 7.50.030 (9).

7.50.100 Enforcement and Penalty. A. Failure to comply with any provision of this ordinance shall be punished by a fine of three hundred (300.00) dollars pursuant to M.G.L. 40 section 21D, with each day of violation constituting a separate offence.

B. This section may also be enforced by civil, criminal process or non-criminal process including injunctive relief. The Commissioner and/or the fire commissioner shall be enforcing persons for purposes of this section.

Approved as to form:

Thomas D. Moore
Assistant City Solicitor



City of Springfield
36 Court Street
Springfield, MA 01103

Meeting: 10/17/11 07:00 PM
Department: City Clerk
Category: Local Law
Prepared By: Wayman Lee
Initiator: Wayman Lee

Sponsors: Ward 6 Councilor Amaad Rivera
DOC ID: 1403

REVIEWED

ORDINANCE (ID # 1403)

Amending Title 7, Chapter 7.60 of the Revised Ordinances of the City of Springfield, 1986, as Amended, by Amending Sections 7.60.020, 7.60.050, 7.60.060 and 7.60.070 - Facilitating Mediation of Mortgage Foreclosures of Owner Occupied Residential Properties.

AMENDING TITLE 7, CHAPTER 7.60 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, BY AMENDING SECTIONS 7.60.020, 7.60.050, 7.60.060 AND 7.60.070 - FACILITATING MEDIATION OF MORTGAGE FORECLOSURES OF OWNER OCCUPIED RESIDENTIAL PROPERTIES.

Title 7, of the Revised Ordinances of the City of Springfield, 1986, as amended, hereby further amended by making the following amendments to Chapter 7.60 thereto:

Chapter 7.60

FACILITATING MEDIATION OF MORTGAGE FORECLOSURES OF OWNER OCCUPIED RESIDENTIAL PROPERTIES

Sections:

- 7.60.010 Purpose.
- 7.60.020 Definitions.
- 7.60.030 Requirement for mediation certificate.
- 7.60.040 Establishment of mediation program
- 7.60.050 Scope of mediation program.
- 7.60.060 Confidentiality in mediation.
- 7.60.070 Notice.
- 7.60.080 Administration of mediation program.
- 7.60.090 Authorization for establishment of mediation registration fee.
- 7.60.100 Penalty and Enforcement
- 7.60.110 Severability

7.60.010 Purpose. Unsecured and un-maintained vacant properties and foreclosing properties present a danger to the safety and welfare of public safety officers, the public,

occupants, abutters and neighborhoods, and as such, constitute a public nuisance. This section is enacted to promote the health, safety and welfare of the public, to protect and preserve the quiet enjoyment of occupants, abutters and neighborhoods, and to minimize hazards to public safety personnel inspecting or entering such properties.

7.60.020 Definitions. For the purposes of this Ordinance, the following words shall, unless the context clearly requires otherwise, have the following meanings:

A. "Creditor" - a person or entity that holds or controls, partially, wholly, indirectly, directly, or in a nominee capacity, a mortgage loan securing a residential property, including, without limitation, a mortgagee, an originator, holder, investor, assignee, successor, trust, trustee, nominee holder, Mortgage Electronic Registration System or mortgage servicer, including the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. "Creditor" shall also include any servant, employee or agent of a creditor.

B. "Good Faith Effort" - an effort by each party upon being present or taking part in the mediation conference as required and defined by this Act in an effort to negotiate and agree upon a commercially reasonable alternative to foreclosure as described in G.L. c. 244, §35A(c).

C. "Homeowner" - an individual mortgagor, his or her assignee, successor, or a trust or trustee who owns and resides in residential real property located in the city, and for whom such residential real property is his/her principal residence.

D. "Loan/mortgage Mediation Conference" - the formal discussion and negotiation undertaken by the parties in a good faith effort to negotiate and agree upon a commercially reasonable alternative to avoid foreclosure and held at a location mutually convenient to the parties. Both the homeowner/mortgagor and lender/mortgagee must be physically present for the mediation conference unless telephone participation is mutually agreed upon.

E. "Mediation Program or Program" - the foreclosure mediation program established in the city of Springfield pursuant to this Act and described in Section 6.

F. "Mediation Program Manager" - a neutral not-for-profit organization with offices located in the city of Springfield and experienced in the mediation of the residential foreclosure process, familiar with all programs available to help homeowners avoid foreclosure, and knowledgeable of the mortgage foreclosure

laws of the commonwealth. The Mediation Program Manager shall sign a user agreement with the city authorizing the receipt and use of personal and financial information for the purposes of the mediation program only. Such Mediation Program Manager shall ensure the security and confidentiality of any and all information received or exchanged under the program consistent with applicable federal, state, and city laws. Access to such program information shall be limited to those officers and employees of the organization who require the information to properly perform services under the city's mediation program, and that the organization and its officers and employees may not access, modify, use or disseminate such information for inconsistent or unauthorized purposes.

G. "Mediator" - an individual (a) whose training complies with the qualifications standards for neutrals specified in the guidelines for training mediators adopted by the Supreme Judicial Court of Massachusetts pursuant to Rule 8 of the Uniform Rules for Dispute Resolution; and (b) who has completed training on foreclosure mediation; and (c) who has a working knowledge of all federal, state, and city programs available to help homeowners retain their homes.

H. "Mortgagee" - an entity to whom property is mortgaged, the mortgage creditor or lender including, but not limited to, service companies, agents, lenders in a mortgage agreement, and any successor in interest and/or assignee of the mortgagee's rights, interests or obligations under the mortgage agreement.

I. "Mortgage loan" - a loan to a natural person made primarily for personal, family or household purposes secured wholly or partially by a mortgage on residential property.

J. "Mortgage servicer" - an entity which administers or at any point administered the mortgage; provided, however that such administration shall include, but not be limited to, calculating principal and interest, collecting payments from the mortgagor, acting as escrow agent or foreclosing in the event of a default.

K. "Mortgagor" - the holder of a mortgage loan that is secured wholly or partially by a mortgage on residential property.

L. "Residential property" - real property that is owner-occupied as an owner's principal residence, located within the city, that is either a single-family dwelling or a structure containing not more than four (4) residential units, and shall also include a residential condominium unit or a residential co-op unit occupied by an owner as an owner's principal residence.

M. "Parties" - the homeowner/mortgagor and the creditor/mortgagee or their assigns or successors.

N. "Property" - see "residential property" as defined in this section.

7.60.030 Requirement for mediation certificate. Notwithstanding any general or special law to the contrary, all mortgage foreclosures in the city of Springfield pertaining to residential property which is owner occupied as the owner's principal residence shall be required to go through a city-approved mediation program as set out in this Ordinance, and obtain a certificate verifying the mortgagee's good faith participation in foreclosure mediation.

7.60.040 Establishment of Mediation Program. The city of Springfield is hereby empowered to establish a mediation program relative to mortgage foreclosures in accordance with this Ordinance and promulgate regulations as necessary and appropriate to implementing such a mediation program involving mortgagees, creditors, mortgagors, homeowners, utilizing city-approved mediation program managers and mediators to mediate between the mortgagee, or its assigns, and a mortgagor/homeowner who owns residential real property in the city which is occupied by the mortgagor as his or her principal residence. Such mediation shall be facilitated by a city-approved mediation program manager according to procedures established by this Ordinance. Said mediation program may only relate to the mediation of mortgage foreclosures of residential real property in the city of Springfield that is the mortgagor's principal residence.

7.60.050 Scope of Mediation Program. A. The city shall establish a mediation program to provide mediation for all foreclosures of mortgages on owner-occupied residential property with no more than four (4) units that is the primary residence of the owner-occupant. The program shall address all issues of foreclosure where applicable, including but not limited to reinstatement of the mortgage, modification of the loan and restructuring of the mortgage debt, including the reduction and forgiveness of mortgage debt. The Parties are required to make a good faith effort in mediation as defined in this section. Mediations conducted pursuant to the program shall use the calculations, assumptions and forms that are established by (i) the Federal Deposit Insurance Corporation and published in the

Federal Deposit Insurance Corporations Loan Modification Program Guide available on the Federal Deposit Insurance Corporation's publicly accessible website, (ii) the Home Affordable Modification Program; (iii) any modification program that a lender uses which is based on accepted principles and the safety and soundness of the institution and recognized by the National Credit Union Administration, the Division of Banks or any other instrumentality of the commonwealth; (iv) the Federal Housing Agency; or (v) similar federal programs.

B. The city shall provide for a means of evaluating and selecting qualified Mediation Program Managers. The city shall also provide for a means of assessing and evaluating annually the city's mediation program including reports and data related to (a) the number of mortgagors who are notified of mediation; (b) the number of mortgagors who attend mediation and who receive counseling or assistance; (c) the number of certificates of completion issued under the program, and (d) the results of the mediation process, including the number of loans restructured, number of principal write-downs, interest rate reductions and, to the extent such information is available, the number of mortgagors who default on mortgages within a year after restructuring.

C. The city may terminate a Mediation Program Manager's participation in the mediation program for good cause, as determined by the appropriate city official. In such case, the Mediation Program Manager shall deliver to the city all records and information in its possession for appropriate preservation and storage.

7.60.060 Confidentiality in Mediation. Except for financial information otherwise permitted by law to be disclosed, any financial statement or information provided to the city or its approved independent counseling agencies or provided to the mortgagee or mortgagor during the course of mediation in accordance with this Act is confidential and shall not be available for public inspection. Any financial statement or information to reasonably facilitate the mediation shall be made available as necessary to the mediator and to the attorneys or representatives, if any, of the parties to the mediation. Any financial statement or information designated as confidential under this section shall be kept separate and apart from other papers and matters not the subject of the mediation. No mortgagee shall be required to disclose information in violation of the Massachusetts General Laws chapter 93H, and

201 CMR 17.

7.60.070 Notice. For the purpose of the mediation program established by the city, the city shall obtain a copy of all notices filed pursuant to G.L. c. 244 § 35A(g),(h), within ten (10) days of receipt by the Commissioner of the Division of Banks pursuant to G.L. c. 244, §35A(k) that relate to residential properties in the city of Springfield. The receipt of said notice shall constitute the beginning of the mediation process as set forth in this section, and at that time the city shall notify the creditor/mortgagee and the mortgagor of their rights and responsibilities under this Act regarding mediation. It is the intent and purpose of this Act that mediation commence within 45 days of the mortgagor receiving notice of his or her right to cure as provided in M.G.L. c. 244, §35A (g) and (h). The city shall refer the matter for mediation to an approved mediation program manager which shall have the responsibility of assigning a mediator and scheduling the parties to immediately commence mediation pursuant to this Act. The parties shall participate in good faith in such mediation consistent with the creditor's and mortgagor's rights and obligations set forth in G.L. c. 244, §35A and the mediation shall proceed with the parties' good faith effort to negotiate and agree upon a commercially reasonable alternative to foreclosure as defined in c. 244, §35A(c). The mediation shall continue without delay until completion, but shall in no way constitute an extension of the foreclosure process, nor an extension of the right to cure period. Notwithstanding the limitation in the previous sentence, the mediation may be extended by mutual agreement for good cause.

7.60.080 Administration of Mediation Program. A. The mediation program established by this Ordinance shall include, and be limited to, the following steps:-

1. The parties shall participate in a mandatory loan/mortgage mediation conference at a location mutually convenient to the parties. All parties and/or their respective representatives present at said mediation conference must have authority to enter into any agreements renegotiating the mortgage that is the subject of the foreclosure, or to otherwise resolve the pending foreclosure. Telephone participation by the creditor/mortgagee shall not be permitted unless mutually agreed to by all parties.

2. Said mediation conference shall be scheduled at a

time and place to be determined by the mediation program manager, but not later than forty-five (45) days following the mortgagor's receipt of his or her notice of right to cure. The parties will be noticed under the mediation program by certified and first class mail.

3. Prior to the scheduled mediation conference, the mortgagor shall be assigned a city-approved loan counselor. If the mortgagor is already working with a city-approved loan counselor, no assignment is necessary. However, such loan counselor must agree to work with the mortgagor during the mediation process in accordance with the provisions of this Ordinance.

4. The mortgagor shall cooperate in all respects with the Mediation Program Manager, providing all necessary financial and employment information. The mortgagor shall complete any and all loan resolution proposals and applications as appropriate. The mortgagor must provide evidence of current income. The mortgagee's representative brings and make available, the mortgage, note, all assignments, as well as a detailed accounting of the outstanding balance, costs and fees.

5. If after two (2) attempts by the mediation program manager to contact the mortgagor, the mortgagor fails to respond to the mediation program manager's request to appear for the mediation conference, or the mortgagor fails to cooperate in any respect with the requirements outlined in this Ordinance, the requirements of the Ordinance will be deemed to be satisfied upon verification by the city-approved mediation program manager that the required notice was sent; and if so, a certificate shall be issued immediately by the mediation program manager certifying that the creditor/mortgagee has satisfied the mediation requirements of this Ordinance.

6. If, it is determined after a good faith effort made by the creditor/mortgagee at the mediation conference with the mortgagor, that the parties cannot come to an agreement to re-negotiate the terms of the loan in an effort to avoid foreclosure, such good faith effort on behalf of the creditor/mortgagee shall be deemed to satisfy the requirements of this Ordinance. A certificate certifying such good faith effort pursuant to this Act shall be issued immediately and without delay by the Mediation Program Manager authorizing the creditor/mortgagee to proceed with its rights under Chapter 244 of the General Laws.

7.60.090 Authorization for establishment of Mediation

Registration fee. The City of Springfield is hereby authorized to enact and from time to time revise by ordinance, a reasonable and appropriate mediation registration fee to be charged to the parties for the services attendant to administering the mediation program established under this Act. A mortgagor's portion of the fee shall not exceed fifteen percent (15%) of the total cost of the mediation. A mortgagor's inability to pay for mediation shall not be a bar to participation in the Mediation Program.

7.60.100 Penalty and Enforcement. A mortgagee's failure to comply with any section of this ordinance shall result in a fine of \$300.00 owed to the City of Springfield, for each instance of a violation, to be charged to the mortgagee in accordance with Massachusetts General Laws Chapter 40 section 21.

Every calendar day of non-compliance with the sections of this ordinance shall constitute a separate violation subject to the penalties described under this section, up until the end of the right to cure period.

Said fine or fines under this section shall be recovered by indictment or complaint pursuant to Massachusetts General Laws, Chapter 40 Section 21.

Any fines pursuant to this Ordinance shall not be charged to the borrower either directly or indirectly.

7.60.110 Severability. In the event any part of this ordinance shall be held invalid, such invalidity shall not invalidate the whole ordinance but the remaining provisions of this ordinance shall not be affected thereby.

Approved as to form:

Thomas D. Moore
Assistant City Solicitor



City of Springfield

REVIEWED

Meeting: 10/17/11 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1391

3.1

Fire Donations - Administration (Mayor Sarno)

WHEREAS, the Fire Department has been awarded gifts totaling \$250.00 from Jeannette A. Williams, and

WHEREAS, The Funds provided shall be used for the purpose of Fire administrative costs as requested by the donor(s), therefore \$250.00 will be applied to the Fire Department administrative donation fund, and

WHEREAS, the Department intends to use the Donation funds for administration costs as requested by the donor(s), and

WHEREAS, the Department has accepted the donation and requests authorization from the City Council and the Mayor to expend the donation funds listed below for the purposes of Fire Department administration costs:

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the 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:

Jeannette A. Williams	\$250.00
260 Tilford M	
Deerfield Beach, FL 33442	

9-27-11

My donations were made in the memory of my Aunt Dorothy Houghton and my Uncle Michael Borowiec. I have just sent another donation in the memory of William Rooney.

My husband Richard A. Williams was a fire-fighter for 28⁺ years. He loved his job. Dick passed away February 17, 2009.

Chief Cassenelli was kind enough to help me after my husband's death.

I hope any donations I've made or in the future will help the families of Spfld. Fire Fighters.

Jeannette Williams

260 Tilford M

Deerfield Beach IL. 33442

954-360-7732

Total donation (recent) = \$250.00

CITY OF SPRINGFIELD, MA FIRE DEPARTMENT

DONATION RECEIPT

Date 9/15/11

Dear : Ms. Jeanette Williams,

The City of Springfield Fire Department would like to thank you for making a donation to the Springfield Fire Department. Your donation in the amount of \$200 is greatly appreciated. I understand that your intention of this donation is to be used for the purpose of:

Please check one:

☐ Public Education

☒ Administration.

Please sign

Jeanette Williams (Mc)

If you donation is to be used for other purposes please indicate in the line below:

In memory of William Rooney & Dorothy Houghton
see attaches

If you made a donation and the purpose is not specified, the Department will use the funds for appropriate programs or projects that are necessary at the time.

Thank you,

Springfield Fire Department

Maggie Casillas

Accounts Payable

*Charitable contributions to governmental units are tax-deductible under section 180(C) (1) of the Internal Revenue Code if made for a public purpose.

CITY OF SPRINGFIELD, MA FIRE DEPARTMENT

DONATION RECEIPT

Date 9/29/11

Dear : Jeannette Williams

The City of Springfield Fire Department would like to thank you for making a donation to the Springfield Fire Department. Your donation in the amount of \$ 50 is greatly appreciated. I understand that your intention of this donation is to be used for the purpose of:

Please check one:

☐ Public Education

☒ Administration.

Please sign Jeannette Williams (me)

If your donation is to be used for other purposes please indicate in the line below:

See attached

If you made a donation and the purpose is not specified, the Department will use the funds for appropriate programs or projects that are necessary at the time.

Thank you,

Springfield Fire Department

Maggie Casillas

Accounts Payable

*Charitable contributions to governmental units are tax-deductible under section 180(C) (1) of the Internal Revenue Code if made for a public purpose.



City of Springfield

SUBMITTED

Meeting: 10/17/11 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1392

3.2

ORDER AUTHORIZING MAYOR TO EXECUTE QUITCLAIM DEED FOR SALE OF WS ORLEANS ST. (09362-0025) to HAP REVITALIZATION, LLC (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to land located in Springfield, Massachusetts known as West Side Orleans Street (Parcel ID # 09362-0025) through tax title foreclosure proceedings in Land Court; and

WHEREAS, the Tax Title Custodian determined that said property is not needed for general municipal purposes; and

WHEREAS, the Office of Procurement solicited request for proposals for the purchase and redevelopment of said property pursuant to RFP (Bid) Number 07-347; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee has accepted the proposal submitted by HAP Revitalization, LLC.

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed to HAP Revitalization, LLC for the transfer of title to land known as West Side Orleans Street (Parcel ID # 09362-0025) for consideration of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) in substantially the same form as the draft deed attached hereto.

MASSACHUSETTS QUITCLAIM DEED BY CORPORATION (short form)

KNOW ALL BY THESE PRESENTS that **CITY OF SPRINGFIELD** (“Grantor”), a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 36 Court Street, Springfield, Hampden County, Massachusetts, for consideration paid and in full consideration of **TWO THOUSAND FIVE HUNDRED AND 000/100 DOLLARS (\$2,500.00)**, grants to **HAP REVITALIZATION, LLC** (“Grantee”), a limited liability company organized and existing under the laws of the Commonwealth of Massachusetts, having a usual place of business at 322 Main Street, Suite 1, Springfield, Massachusetts 01105, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

Land now known as West Side Orleans Street (Parcel ID # 09362-0025), formerly with building thereon and formerly known as 126 Orleans Street, and being the parcel described in a deed recorded October 5, 1955, in Hampden County Registry of Deeds, Book 2421, Page 133, and supposed to contain about 4201 square feet; and being the same parcel described in an Instrument of Taking dated June 27, 2005, and recorded in Hampden County Registry of Deeds, Book 9221, Page 164; and also being the same parcel foreclosed by Judgment of the Land Court entered on September 7, 2006, in Case No. 05 TL 132253, and recorded in Hampden County Registry of Deeds, Book 16209, Page 416; and being more particularly bounded and described in Exhibit “A” attached hereto and made a part hereof (hereinafter referred to as the “Property”).

The Property is sold pursuant to Chapter 30B of the Massachusetts General Laws “as is” and is conveyed subject to the following conditions, restrictions, or covenants which are to be taken and construed as running with the Property and are to be binding upon said Grantee, its successors, assigns, grantees, and lessees for a term of thirty years after the date of this deed creating them unless released by the City of Springfield:

(1) The Property may be used solely for a single-family house; (2) The Grantee agrees that new construction shall be undertaken to ensure the Property meets, in the sole discretion of the City of Springfield, Federal Housing Quality Standards; (3) New construction and any accompanying landscaping, fencing, and paving shall be completed by the Grantee within two years from the date of recording of this Quitclaim Deed; (4) The Grantee cannot sell the Property until the new construction and all other required work is completed and approved by the City of Springfield Office of Housing; (5) The Grantee agrees that the Property will be sold after new construction is completed to an owner occupant who agrees to use the Property as a principal place of residence for a period not less than three years but this restriction shall terminate upon a lender’s foreclosure of its mortgage or by a deed in lieu of foreclosure should same occur and this condition shall only apply to the purchaser of the property from the Grantee and not apply to subsequent purchasers or owners of the Property; and (6) All excess trash, brush, rubbish, and debris shall be cleared from the Property by the Grantee within one month from the date of recording of this Quitclaim Deed.

This deed shall also be subject to all easements and restrictions of record, if any, lawfully existing in, upon or over said Property or appurtenant thereto.

There has been full compliance with the provisions of Chapter 44, Section 63A of the Massachusetts General Laws.

The Mayor has received the appropriate affidavit as prescribed in Chapter 60, Section 77B of the Massachusetts General Laws.

IN WITNESS WHEREOF, the said **CITY OF SPRINGFIELD** has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by Domenic J. Sarno, its Mayor, hereto duly authorized, this _____ day of _____, 2011, executing this instrument by authority granted by Chapter 40, Section 3 of the Massachusetts General Laws and by Order passed by its City Council on _____, 2011, and attached hereto as Exhibit "B".

CITY OF SPRINGFIELD

By _____
Domenic J. Sarno, Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this _____ day of _____, 2011, before me, the undersigned Notary Public, personally appeared the above-named Domenic J. Sarno, Mayor, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed, and as the free act and deed of the City of Springfield.

Melvyn W. Altman
Notary Public
My Commission Expires: December 16, 2016

EXHIBIT "A"

Certain real estate situated in Springfield, Hampden County, Massachusetts, bounded and described as follows:

Beginning at a point in the Westerly line of Orleans Street distant, ninety and 5/10 (90.5) feet Southerly from the intersection of the Westerly line of Orleans Street with the Southerly line of Tyler Street and running thence SOUTHERLY on Orleans Street, forty-two (42) feet; thence running WESTERLY along land now or formerly of one Flagg, one hundred and 25/100 (100.25) feet; thence NORTHERLY at right angles with last described course, forty-two (42) feet to land, now or formerly of one Kingsburg or Kingsbury; thence EASTERLY along last named land, one hundred (100) feet to Orleans Street at the point of beginning.

Attachment: Deed WS Orleans St. (Par.25) (1392 : Sale WS Orleans St. (09362-0025))



City of Springfield

36 Court Street
Springfield, MA 01103

DRAFT

RESOLUTION (ID # 1400)

Meeting: 10/17/11 07:00 PM

Department: City Council

Category: Council Request

Prepared By: Susan Kacoyannakis

Initiator: Amaad I. Rivera

Sponsors: Ward 6 Councilor Amaad Rivera

DOC ID: 1400

Invest in Local Banks

CITY OF SPRINGFIELD

In the City Council October 17, 2011

WHEREAS, the Springfield City Council is extremely concerned over the recent financial crisis that has plagued the United States as well as the entire World, and

WHEREAS, the City has to come together as a community and work to free its citizens from the economic strong hold of big banks, and

WHEREAS, during this economic recession, an increase in fees and unnecessary charges imposed by big banks has made the cost of survival for the average citizen even more challenging and has added to the high amount of foreclosures in the City of Springfield and throughout the United States, and

WHEREAS, the City of Springfield is fortunate to have a variety of local banks that have not chosen to increase fees or engage in predatory practices resulting in a high amount of foreclosures,

NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council hereby urges the Mayor and CAFO to take immediate action and withdraw hard earned taxpayer dollars from Bank of America and invest those dollars in local banks.

**City of Springfield**

36 Court Street
Springfield, MA 01103

Meeting: 10/17/11 07:00 PM

Department: City Council

Category: Council Request

Prepared By: Susan Kacoyannakis

Initiator: Timothy C. Allen

Sponsors: Allen, Fenton, Edwards, Tosado, Rivera, Walsh

DRAFT

RESOLUTION (ID # 1399)

DOC ID: 1399

Residency Ordinance

CITY OF SPRINGFIELD

In the City Council October 17, 2011

WHEREAS, the City of Springfield is currently negotiating contracts with 22 unions this year, and

WHEREAS, the City of Springfield is presently operating under a Residency Ordinance(Residency Ordinance, 3.08)

WHEREAS, the City of Springfield has extremely high unemployment numbers, and

WHEREAS, the City of Springfield should be advocating for jobs for its residents to improve their quality of life, and

NOW, THEREFORE BE IT RESOLVED that the Springfield City Council hereby formally requests that in all labor negotiations current taking place and those taking place over the next year that the City of Springfield negotiate for compliance with the aforementioned Residency Ordinance(3.08)



City of Springfield

SUBMITTED

Meeting: 10/17/11 07:00 PM

Initiator: John Burt

Sponsors: Mayor Domenic J. Sarno

DOC ID: 1395

3.5

An Order Authorizing the Expenditure of Massachusetts Area Health Education Center Grant Funds by the Springfield Department of Health and Human Services - No Match Required (Mayor Sarno)

WHEREAS, the Department of Health and Human Services ("Department") is host to the Pioneer Valley Area Health Education Center, and has received a grant of \$111,000.00 from the Massachusetts Area Health Education Center (MassAHEC) Network, which is administered by the University of Massachusetts/Worcester; and

WHEREAS, the mission of the MassAHEC network is to reduce health disparities across the Commonwealth by enhancing the skills and increasing the diversity of the health care workforce and facilitating access to culturally and linguistically responsive health care services; and

WHEREAS, the Department intends to use the grant funds provide an after-school, career exploration program for teens; and

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

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

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

AHEC - \$111,000.00



City of Springfield

SUBMITTED

Meeting: 10/17/11 07:00 PM

Initiator: John Burt

Sponsors: Mayor Domenic J. Sarno

DOC ID: 1393

3.6

An Order Authorizing the Acceptance of a Massachusetts Cultural Council Grant - No Match Required (Mayor Sarno)

WHEREAS, the Library Department ("Department") has been awarded a Massachusetts Cultural Council, Cultural Investment Portfolio (CIP) Grant of \$10,000.00 from the Massachusetts Cultural Council (MCC); and

WHEREAS, the grant funds are provided based on a strong record public cultural programming; and are intended to promote a vigorous, rich art and cultural environment, improving the quality of life for Commonwealth residents; and

WHEREAS, the Department intends to use the grant funds to engage a diverse community and connect them to timely, accessible resources through responsive public service, promoting lifelong learning, independence and individual personal achievement for citizens of all ages, and to provide opportunities for community members to challenge and examine their world and to explore the diversity of other worlds and heritages; and

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

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

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

MCC CIP - \$10,000.00

September 22, 2011

Domenic Sarno, Mayor
City of Springfield
City Hall
36 Court Street
Springfield, MA 01103-1602

617.727.3668
800.232.0960 Toll Free
617.338.9153 TTY
617.727.0044 Fax
mcc@art.state.ma.us E-mail
www.massculturalcouncil.org Web

2³⁰ 9/23/11
Please see Molly Fogarty to review 1st Monday 30

Dear Mayor Sarno:

Congratulations! We are pleased to inform you that Springfield City Library has been awarded a Massachusetts Cultural Council (MCC) grant of \$10,000 in the Colleague category of the Cultural Investment Portfolio (CIP) for FY12 (Grant #FY12-CI-COL-0335).

The enclosed Contract Package contains award instructions and reporting requirements. Please review the contract very carefully and return the required paperwork to Cyndy Gaviglio, Contracts Coordinator at the MCC by **November 10, 2011**. This will help us process your award as quickly as possible. For questions about the contract, please contact Cyndy at 617/727-3668, ext. 332 or Cyndy.Gaviglio@art.state.ma.us.

Here are some important reminders regarding program requirements for Cultural Investment Portfolio Colleague and Partner organizations that must be fulfilled to be eligible to receive your full FY13 allocation:

- **Cultural Database Project Reporting Requirement**

You must submit a Data Profile for your most recently completed fiscal year to the Cultural Database Project (CDP) by the last day of June, the month you selected. For that profile, you must reach "Review Complete" status and submit a Funder Report to the MCC.

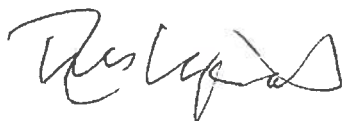
- **Advocacy Requirement**

It is vital that CIP recipients interact with members of the Legislature and/or Administration whenever possible in order to demonstrate the impact of the state's investment in the sector. Your organization must participate in advocacy.

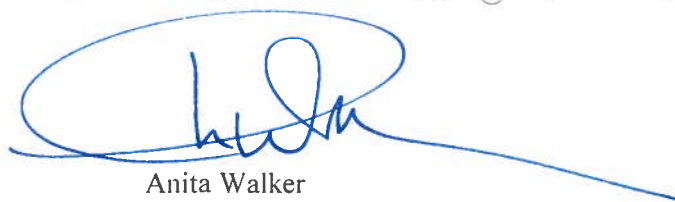
To read a complete description of CIP guidelines, go to the following link:

http://www.massculturalcouncil.org/applications/colleagues_guidelines.asp

If you have any questions, please contact Charles at 617/727-3668 ext. 359 or Charles.Coe@art.state.ma.us.



Ira S. Lapidus
Chair



Anita Walker
Executive Director

Enclosures

SEP 23 REC'D



Congratulations! As the recipient of a Massachusetts Cultural Council (MCC) grant, your organization is being recognized as a valued source of quality cultural programming in the Commonwealth. We are proud to support your work.

As part of our grant process we will need you to do the following:

- Return the enclosed Contract Package - *Due November 10, 2011.*
- Submit a Funder Report to the MCC by *June 30, 2012.*
- Provide the annual Cultural Data Project Profile at “*Review Complete*” status by the date previously chosen.
- Fulfill the Advocacy Requirement for your program by *June 30, 2012.*

I. THE CONTRACT PACKAGE

The forms in your Contract Package must be completed and returned to our Fiscal Department before the MCC can proceed with your grant payments. Once received, they will be reviewed and signed. A copy will be returned to you for your files. Your Contract Package includes the following:

- 1) **THE STANDARD CONTRACT:** An Authorized Signatory must sign the Standard Contract at the lower left of page one. Please fill in all four lines as instructed. Please check your organization’s information (contact person, email, phone and address) and make changes if necessary.
- 2) **CONTRACT ATTACHMENT A: SCOPE OF SERVICES:** Please read carefully as there are new requirements for this program.
- 3) **CONTRACT ATTACHMENT B: SCOPE OF SERVICES-ADDITIONAL TERMS & CONDITIONS:** Please read carefully as there are new requirements for this program, specifically in numbers 2 (Payments) and 8 (Requirements for CIP Recipients).
- 4) **CONTRACT ATTACHMENT C: BUDGET: Partners and Colleagues** please attach your most current approved organizational budget to this contract. This should include both income and expenses. **Peers do not need to attach a budget since it was submitted with your application and is on file.**
- 5) **CONTRACT ATTACHMENT D: CREDIT AND PUBLICITY AGREEMENT:** Contract Attachment D provides guidelines for acknowledging and promoting your MCC grant. It must be signed by your organization’s Chief Administrative Officer and the person responsible for the organization’s publicity and publications in order for your grant to be paid. **Signatures are required on both lines even if it is the same person. Please note our new links to the MCC Credit & Publicity Kit for information regarding advocacy and legislative support.**
- 6) **CONTRACTOR AUTHORIZED SIGNATURE VERIFICATION FORM:** The State Comptroller’s Office requires that this form be signed by all grantees. Print the name and title of all individuals who have the authority to sign the contract and an authorized signatory should sign below.
- 7) **COMMONWEALTH TERMS AND CONDITIONS FORM, AND REQUEST FOR VERIFICATION OF TAXATION REPORTING INFORMATION (W-9) FORM:** If your organization is a first-time grant recipient, both the Terms and Conditions Form and the W-9 Form MUST be completed. **If your organization has received an MCC grant in the past you do not need to fill out these forms unless there has been a change in your legal name, legal address, or remittance address.** Check the table on the Name & Address Verification Cover Sheet to determine if your organization needs to complete the Terms and Condition, the W-9 Form, or both.



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: City of Springfield for Springfield City Library (and d/b/a): City Hall, 36 Court Street, Springfield MA 01103-1602 Legal Address: (W-9, W-4,T&C): Contract Manager: Domenic Samo E-Mail Address: Phone: 413/886-5288 Fax: 413/886-5288 Contractor Vendor Code: VC6000192140 Payment Address Code: (e.g. "AD001") AD0 01 Is this Payment Address Code set up for EFT? ☐ Yes ☐ No. (If "No" the Contractor must attach <u>EFT paperwork</u>)		COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council MMARS Department Code: ART Business Mailing Address: 10 St. James Ave 3rd Floor, Boston, MA 02116 Billing Address (if different): Contract Manager: Cynthia E. Gaviglio E-Mail Address: cyndy.gaviglio@art.state.ma.us E-Mail Address 2: Phone: 617/727-3668 x332 Fax: 617/727-0044 MMARS Doc ID(s): FY12-CI-COL-0335 RFR/Procurement or Other ID Number:	
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☒ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) ☐ Legislative/Legal Exemption or Other (Attach authorizing language/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 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) ☐ Legislative/Legal Exemption or Other (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>10,000</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <u>accelerated</u> 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 exemption: ____ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ____ federal grant/trust; ____ initial payment (subsequent payments must be scheduled to support payee cash flow needs and standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation.) This is a grant of financial assistance to engage a diverse community and connect them to timely, accessible resources through responsive public service in order to promote lifelong learning, independence and individual personal achievement for citizens of all ages, and to provide opportunities for community members to challenge and examine their world and to			
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 <u>Effective Date</u> (latest signature date below subject to any required approvals) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☐ 2. may be incurred as of _____, 20 ____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☒ 3. were incurred as of <u>07/01</u> , 20 <u>11</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> 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>06/30</u> , 20 <u>12</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 makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, 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 <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATORY FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATORY FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Charles G. McDermott</u> Print Title: <u>Deputy Director</u>	

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

CONTRACTOR NAME: City of Springfield for Springfield City Library

ADDRESS: City Hall
36 Court Street
Springfield, MA 01103-1602
413/886-5288

BRIEF DESCRIPTION OF CONTRACT SERVICES (make any necessary changes if your project has changed significantly from the information below; initial and date):

APPLICATION #: FY12-CI-COL-0335

Cultural Investment Portfolio: to engage a diverse community and connect them to timely, accessible resources through responsive public service in order to: promote lifelong learning, independence and individual personal achievement for citizens of all ages, and to provide opportunities for community members to challenge and examine their world and to explore the diversity of other worlds and heritages.

TOTAL MAXIMUM OBLIGATION OF CONTRACT: \$10,000

DATES OF PROJECT: July 1, 2011 - June 30, 2012

CONTRACT START DATE: July 1, 2011

CONTRACT TERMINATION DATE: June 30, 2012

DATE FINAL REPORTING REQUIREMENT IS DUE: June 30, 2012

CULTURAL DATABASE PROJECT (CDP): You must submit the CDP profile for your most recently completed fiscal year by the last day of June, the deadline you selected. For that profile, you must reach "Review Complete" status and submit a Funder Report to the MCC by June 30, 2012.

ADVOCACY REQUIREMENT: Must be fulfilled by June 30, 2012. Please refer to Attachment B for specific program requirements.

Scope of Services and Additional Terms & Conditions

1. **SCOPE OF CONTRACT.** The Contractor agrees to perform the services set forth in the application for funding filed by the Contractor with the Council (the "Application") in accordance with the terms and conditions of the contract (the "Contract"). The Application is incorporated into the Contract by reference; the terms of the Application are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor. The Contractor represents that it is qualified to perform, and has obtained all necessary licenses and permits required to perform the services under this Contract.

2. **PAYMENT.** (a) Unless otherwise agreed upon by the Council and Contractor, the Council shall reimburse the Contractor for expenses approved by the Council included in the budget submitted to the Council with the Application noted in Section 1 (above). The approved expenses must be incurred, and services rendered, within the Term of the Contract.

(a) For the *Cultural Investment Portfolio Program*, if the grant amount is less than \$4,000, the Contractor will be reimbursed one hundred percent (100%) of the Contract amount upon receipt of a completed and authorized Contract. CIP grants in the amount of \$4,000 or more will be reimbursed eighty percent (80%) of the Contract amount upon receipt of a completed and authorized Contract. The final twenty percent (20%) of the Contract will be released upon receipt of a completed and approved Cultural Database Project (CDP) profile and Funder Report, along with the fulfillment of the CIP advocacy requirement due by **June 30, 2012**. The Council shall make reasonable efforts to process payments promptly. The Council shall not be liable for any interest or penalty charges for late reimbursement.

(b) For the *YouthReach Program*, the Contractor will be reimbursed eighty percent (80%) of the Contract amount upon receipt of a completed and authorized Contract. The final twenty percent (20%) of the Contract will be released upon the receipt of a completed and authorized Final Report due not more than thirty (30) days following the expiration of the Contract. The Council shall make reasonable efforts to process payments promptly. The Council shall not be liable for any interest or penalty charges for late reimbursement.

(c) For the programs designated as "Matching Contract," the Contractor shall raise money to match all expenses eligible for reimbursement by the Council under the Contract. The Council will reimburse the Contractor only for those expenses for which matching funds have been raised and expended. Reimbursement provided under the Contract or other Council Contracts may not be used towards this matching requirement.

3. **INTELLECTUAL PROPERTY RIGHTS, PUBLICITY, PUBLICATION, REPRODUCTION, AND USE OF CONTRACT MATERIALS.**

(a) The Council defines "deliverables" for this Contract as being the Final Report. The Report will be owned by the Department at the termination of this Contract.

(b) There will not be any "non-deliverables" provided or used in the performance of this Contract.

4. **NON-DISCRIMINATION AND AFFIRMATIVE ACTION.** (a) If a complaint or claim alleging violation by the Contractor of any statute, order, rule, or regulation with which the Contractor is obligated to comply is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Contractor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees incurred by the Contractor in connection with the defense of such claim.

(b) In the event of the Contractor's non-compliance with the provisions of this Section 4, the Council shall impose such sanctions as it deems appropriate, including but not limited to: (i) withholding of payments due the Contractor under the Contract until the Contractor complies; and (ii) termination or suspension of the Contract.

ATTACHMENT C: Budget

Please attach your most current approved organizational budget to this contract. The contract and first payment will not be approved if this is not included.

ATTACHMENT D

CREDIT and PUBLICITY AGREEMENT

Between the

MASSACHUSETTS CULTURAL COUNCIL and CULTURAL INVESTMENT PORTFOLIO

PARTNERS, COLLEAGUES AND PEERS

Updated 2011

This credit and publicity agreement is hereby incorporated into the body of the grant contract between the Massachusetts Cultural Council ("the Council") and the Cultural Investment Portfolio (CIP) Partner or Colleague grant recipient ("the Contractor") named below as explicit terms and conditions of the contract. By the signatures below the Contractor agrees to abide by these terms and conditions.

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR CONTRACT.**1. ADVOCACY & LEGISLATIVE SUPPORT**

MCC's CIP Partners and Colleagues are required to participate in advocacy on behalf of the nonprofit cultural sector. For details please refer to the Advocacy section of the CIP Requirements page:

Partners - http://www.massculturalcouncil.org/contracts/partners_contractreq.asp#Advocacy

Colleagues - http://www.massculturalcouncil.org/contracts/colleagues_contractreq.asp#Advocacy

Peers - http://www.massculturalcouncil.org/contracts/peers_contractreq.asp

We also strongly encourage that you send personalized letters to the leadership of the State House and your state representative and senator, thanking them for MCC's appropriation and your grant award. For more information on how to find and contact your legislators, please refer to the Credit and Publicity Kit at <http://www.massculturalcouncil.org/contracts/credall.asp>

2. CREDIT

a) MCC Credit Logo: The Council must be credited for the support it provides by using the agency's credit logo (download at http://www.massculturalcouncil.org/contracts/logos_step1.asp). The logo must be produced as a unit without alteration.

b) Promotional Materials: Credit must be given by the Contractor to the Council regarding all activities to which Council funds contribute **by using the credit logo** in printed materials (including season and subscription brochures, newsletters, press releases and announcements), films/videos, etc. Any promotional material, regardless of length, prepared by the Contractor, that credits an annual funding source, must also credit the Council.

c) Online Materials: Use the credit logo prominently in online materials (including web sites, blogs, electronically distributed releases, and social media/networking channels) regarding all activities to which your grant contributes. The electronic logo should also link to www.massculturalcouncil.org. Please do not include the logo on surveys.

d) Programs/Playbills: 1) Credit must be given on the title page of all programs printed by a grant recipient in a type size not smaller than 7 point.

e) Exhibition Signage: For any exhibition presented with funding from the Council, the wall text must include the Council listed with other major public, private and corporate sponsors, in proportional order of the size of contribution. If there is no sponsor list in the wall text, a placard must be placed at the entrance to the exhibit crediting the Council. Non-written announcements apply to such situations as radio broadcasts and audio descriptions for people who are hearing impaired.

f) Educational Materials: Credit must be given to the Council in all educational materials distributed in association with any Council-funded program/exhibition, such as brochures, pamphlets, flyers, etc.

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Signature

Date:

Title:

Telephone:

Fax:

Email:

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

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

NAME & ADDRESS VERIFICATION FORM

"I received a grant from the MCC last year": If you have received a grant from the MCC within the past year and the legal name, legal address, and remittance address of the organization did not change, you ***do not need to submit*** the attached forms when you return your contract.

"I received a grant from the MCC last year but my information has changed": If there was a change to the legal name, legal address or remittance address of the organization, please submit one or both of the attached forms based on the following guide:

If Your...	Complete the Terms & Conditions	Complete the W-9 *
• Legal address (including your name) is incorrect or not listed	Yes	Yes
• Remittance address (including your name) is incorrect or not listed	No	Yes
• Legal and remittance address are incorrect or not listed	Yes	Yes

* Along with the form(s), please attach a statement on your letterhead (if available) which specifies the nature of the change.

** Along with the forms, please attach a statement on your letterhead (if available) which asks us to delete the incorrect FEID#.

Please note: The Office of the State Comptroller's will not accept a PO Box as a legal address. The PO Box can be used in the remittance section of the W-9 form only. Please refer to the attached instruction sheet.

THIS IS NOW MANDATORY: Checks will no longer be generated for any payments. All grant payments will be electronically transferred into a bank account. If you have not already done so, please fill out the Electronic Funds Payment Form. Payment by "Electronic Funds Transfer" allows your business to receive direct deposit of all payments from the Commonwealth to your organization's bank account. Once you *sign up*, money comes to you directly and sooner than ever before. EFT is Fast, Safe, and means that your money will be confirmed in your bank account quicker than if you have to wait for the mail, deposit your check, and wait for the funds to become available.

If you have completed an EFT Form in the past, you do not have to complete a new form unless the bank information (banking institution, routing or account number) has changed.

COMMONWEALTH TERMS AND CONDITIONS

settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. **Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. **Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. **Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially

published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

(signature)

Print Name:

Title:

Date:

(Check One): ☐ Organization ☐ Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone:

FAX:

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other

Legal Address: number, street, and apt. or suite no.

Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code

City, state and ZIP code

Phone # ()

Fax # ()

Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Social security number

□ □ □ - □ □ - □ □ □ □

OR

Employer identification number

□ □ - □ □ □ □ □ □ □ □

DUNS

□ □ □ □ □ □ □ □ □ □

Vendors:

Dunn and Bradstreet Universal Numbering System (DUNS)

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No ☐ Yes ☐ If yes, in compliance with the State Ethics Commission requirements.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign
Here

Authorized Signature ►

Date ►

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.



COMMONWEALTH OF MASSACHUSETTS

OFFICE OF THE COMPTROLLER

Electronic Funds Transfer Sign Up Form

Request type must be checked: ☐ Initial Request ☐ Changing Existing Account ☐ Closing Account

I _____, hereby certify that the account/s indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the State of Massachusetts to initiate, change or cancel credit entries to that account/s as indicated on this form.

For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

☐ I affirm that payments authorized hereunder are not to an account that is subject to being transferred to a foreign bank account.

☐ I affirm that payments authorized hereunder are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller has received written notification, from either me or an authorized officer of organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

VENDOR BANK INFORMATION

Vendor Bank Name: _____

Vendor Bank Transit Number (ABA): _____

Vendor Bank Account Number: _____

Filling out this field is a requirement for changing account number

Vendor Bank Old Account Number: _____

Account Type: _____

VENDOR INFORMATION

Vendor Tax Identification Number (TIN): _____

Vendor/Business Name: _____

Vendor Contact Name: _____

E-mail: _____

Telephone: _____

Address: _____

City: _____

State: _____ Zip: _____

This authorization will remain in effect until either canceled in writing or an updated form changing information is sent to the Department you currently do business with.

AUTHORIZED SIGNATURE: _____

Print Name: _____ Title: _____ Date: _____

Form forwarded to Commonwealth Department: _____

Attached voided check here: _____





City of Springfield

DRAFT

Meeting: 10/17/11 07:00 PM

Initiator: John Burt

Sponsors: Mayor Domenic J. Sarno

DOC ID: 1394

3.7

An Order Authorizing the Expenditure of Title III Grant Funds by the Department of Elder Affairs - Match Needed (Mayor Sarno)

WHEREAS, the Department of Elder Affairs ("Department") has been awarded a Title III Grant of \$88,980.00 from the Greater Springfield Senior Services (GSSS); and

WHEREAS, the grant is to provide outreach, advocacy, information and referral services to seniors;

WHEREAS, the Department intends to use the grant funds to provide outreach, advocacy, information and referral services to seniors within the City; and

WHEREAS, the total cost of the program/service is \$128,918.00; and

WHEREAS, the grant will pay for 69% of the total cost, which is \$88,980.00, and requires the City to pay 31% (in-kind), which is \$39,938.00, to be paid from the City of Springfield and Jewish Family Services and Good Life Christian Center budget/account through a separate appropriation order;

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:

GSSS - \$88,980.00



September 21, 2011

Ms. Janet Rodriguez Denney, Director of Elder Affairs
Springfield Department of Elder Affairs
1600 East Columbus Avenue
Springfield, MA 01103

Dear Ms. Denney,

I am pleased to inform you, Greater Springfield Senior Service's Board of Directors has voted to award Springfield Department of Elder Affairs with a Title III grant in the amount of \$88,980 for Outreach Services for the Federal Fiscal Year period beginning October 1, 2011 through September 30, 2012. Please review the requirements of this award with the collaborators involved in this project. This is the final year of this three year award.

Enclosed you will find:

- Title III grant agreement (2 copies) please sign one (page 3) and return
- Monthly invoice/report forms, amended slightly from last year. Please distribute to the personnel responsible for providing/reporting on this service. These are due on the 21th of the month following the month of service.

This agreement requires that you identify Greater Springfield Senior Services, Inc. as a funding source in any brochure, newsletter or other publication describing the program funded under this agreement.

Please do not hesitate to call us if you have questions. We look forward to our partnership with your agency in serving older adults in your community.

Sincerely,

Elaine Massery
Executive Director

Federal Fiscal Year 2012 Grant Agreement

This Agreement is entered into between Greater Springfield Senior Services, Inc., hereinafter referred to as the 'Corporation' and having its principal offices at: 66 Industry Avenue Suite 9, Springfield, MA 01104 and, Springfield Dept. of Elder Affairs, hereinafter referred to as the 'Provider,' having its principal offices at 1600 East Columbus Avenue, Springfield, MA, 01103.

WHEREAS, the Corporation desires to establish services to adults 60 years of age and older, and their Caregivers aged 55 years of age and older, who reside within its planning and service area, through Title III funding of the Older Americans Act of 1965 as amended. The Corporation, having received Title III funding from the Executive Office of Elder Affairs, hereinafter referred to as EOEA, seeks through this Service Agreement to provide such services to older adults as specified within this agreement.

NOW, therefore, the parties hereto mutually agree as to the following:

1. The award amount for this grant shall be \$88,980 for Outreach Services as specified in Section A.
2. This agreement shall begin on October 1, 2011 and remain in effect until September 30, 2012. This agreement allows for the final year of a three year award.
3. The Corporation shall pay the Provider in accordance with the terms and rates set forth in Section B.
4. The Provider shall comply with the terms and conditions as set forth and agreed to in the Corporate Statements submitted with the Proposal.
5. The Provider recognizes that in the performance of this Agreement, it may be a holder of personal data as defined in M.G.L. c.66A. The Provider shall comply with those provisions, as well as the Fair Information Practices Act, and Privacy/Confidentiality Regulations that govern access, use, and safeguarding of clients' data. The laws and regulations governing confidentiality shall not preclude the examination of any records relating to monitoring this agreement by the Corporation or other authorized state or federal government employees. The Provider shall take reasonable steps to insure the physical security of confidential data under its control.
6. The Provider agrees to cite in writing the Corporation as a funding source in any brochure, periodical or publication describing the program funded under this Agreement.

Greater Springfield Senior Services, Inc.
An Area Agency on Aging
66 Industry Avenue, Suite 9
Springfield, MA 01104

Federal Fiscal Year 2012 Grant Agreement

7. The Provider shall establish, maintain, and submit to the Corporation documentation as outlined in Section C, which is required by the Corporation, to insure adequate documentation of financial activities and the provision of services. In addition, the Provider shall maintain and retain applicable client files, personnel policies and records for seven (7) years or such longer time as required by any applicable licensing standards or governmental regulations.
8. The Provider shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior approval of the Corporation, except as outlined in Section D.
9. No employee of the Corporation, EOEA, or the Provider shall have any financial interest, directly or indirectly, in this contract except of his/her official salary for work done or materials furnished by him/her and will have no conflict of interest in said contract, or in any contract which the Provider or the Corporation will enter into with any subcontractors.
10. This Agreement may be renegotiated and/or modified by mutual consent of both parties, and will find the final year of a three year award.
11. Either party may terminate this Agreement without cause upon provision of written notice to the other at least sixty (60) days prior to its effective date. Should the Corporation determine any other non-compliance issues exist with the terms of this Agreement on the part of the Provider that endanger the life, health, or safety of any recipients of service, it shall terminate this Agreement by orally notifying the Provider followed by written notification by certified mail, setting forth the specific reasons for the termination, effective three days following the oral notification.
12. The Corporation may terminate this Agreement for other areas of non-compliance unless the Provider restores compliance within thirty (30) days of such notification by the Corporation.

Federal Fiscal Year 2012 Grant Agreement

3.7.a

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IN WITNESS WHEREOF, the parties enter this Agreement by their duly authorized officers:

For: Greater Springfield Senior Services, Inc.

For: Springfield Dept. of Elder Affairs

Dorothy H. Hooper
Dorothy Hooper/Board President

Janet Rodriguez Denney
Signature/Title

September 21, 2011
Date

September 28, 2011
Date

Outreach, Advocacy, Information & Referral Services.

Greater Springfield Senior Services, Inc.
An Area Agency on Aging
66 Industry Avenue, Suite 9
Springfield, MA 01104

Federal Fiscal Year 2012 Grant Agreement

SECTION A – SERVICE DELIVERY CONDITIONS

1. The Provider agrees to implement the following services(s), performing them in accordance with the proposal submitted and accepted with any modification agreed to by the Corporation:
 - Outreach, Advocacy, Information & Referral Services.
2. As per Section 306 (a)(5)(A), the Provider shall, to the maximum extent feasible, strive to target and provide services to persons 60 years or older, and/or their Caregivers, residing in the service area and in need of the service as outlined in the submitted proposal. Further, the Provider will strive to serve persons deemed low-income, minority, limited English speaking, Alzheimer's clients, Caregivers, and those with the greatest social and economic needs.
3. The Provider shall provide services to eligible residents of the following community(s):
 - The City of Springfield.

SECTION B – FISCAL AND ADMINISTRATIVE CONDITIONS

1. Title III grants require at least a 15% match of non-federal funds to support programming provided under this service agreement. the Provider has provided the following matching amount toward total program costs:

Federal Share:	\$ 88,980
Match Share:	\$ 39,938
Total Program:	\$128,918
2. The Provider will be paid according to a 1/12 draw of the award contingent upon funding available to the Corporation from EOEa.
3. The services to be performed by the Provider will be supported by Federal and non-Federal funds approved for this project. In no case shall the cumulative bills charged by the Provider to the Corporation exceed the Federal amount awarded. Payment from the Corporation to the Provider shall be made no later than 30 days after receipt of the Standard Invoice.

Federal Fiscal Year 2012 Grant Agreement

4. Both Federal and non-Federal resources supporting this program shall be maintained in an account separate from any other funds. Unless these funds are used as partial subsidy for the entire program budget, separate accounting records for disbursements shall be established. Program accounting records shall be itemized in sufficient detail to show exact nature of all receipts and disbursements. Supporting documents shall be readily available for review.

SECTION C – ADMINISTRATIVE CONDITIONS

1. The Corporation shall have no direct control of or authority over any employee of the Provider or any other person acting on behalf of the Provider and shall direct all complaints concerning the performance of such employees to the Provider for action.
2. The Provider will establish a grievance procedure for any older adult terminated for service or determined not eligible for service and wishes to dispute such a decision.
3. The Corporation shall perform one formal evaluation per fiscal year. The evaluation shall be in writing and note any areas of contractual non-compliance. In the event the Corporation notes concerns and/or specific areas of non-compliance, the Provider will submit in writing a plan to address these areas of concern within the specified timeframe as determined by the Corporation.
4. The Provider must submit accurate, timely, and unaltered Monthly Standard Statistical/Invoice Reports provided by the Corporation unless otherwise noted, by the 15th of each month, after the month of service provided, which include total donations received, total number of units provided through this grant, and description of pertinent and relevant activity during the reporting period. Units of service provided under this grant shall be counted accordingly:
 - a. Count Each Unduplicated Person Contacted. Unduplicated counts begin October 1st. Persons counted as unduplicated once are not added into this count again until the next fiscal year beginning October 1st.
 - b. Service Units – count each applicable service reported each month: Examples: each phone call, visit, consultation, referral, etc.

SECTION D – ADMINISTRATIVE CONDITIONS

1. The Corporation gives to the Provider authorization to collaborate and develop formal partnerships with social service agencies and cultural organizations within the City of Springfield in order to provide the effective and efficient Outreach Services to Springfield's diverse older adult populations.
2. Under this arrangement, the Provider will present to the Corporation contact names, addresses, phone numbers, and normal hours of operation for each member associated with the partnership.
3. The Corporation will include monitoring of each partnership member those activities associated with this grant agreement, including an on-site review. The Corporation will submit in writing to each partner member its findings, including recommendations for non-compliant findings.



City of Springfield

REVIEWED

Meeting: 10/17/11 07:00 PM
Initiator: Robert Arieti
Sponsors: Ward 1 Councilor Zaida Luna
DOC ID: 1396

4.1

Report of Committee - Reading Success by 4Th Grade

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

IT IS HEREBY ORDERED:

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

Report of Committee - Reading Success by 4Th Grade

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on October 17, 2011

City Clerk

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

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the October 17, 2011, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk