



CITY OF SPRINGFIELD

City Clerk's Office December 12, 2012

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 December 17, 2012** 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 December 17, 2012 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Report of Committee

- (1.) From CC re:Report of Committee –

Communications

- (1.) November Revenue Vs Expenditure Report (Mayor Sarno)

ATTACHMENTS:

- November Rev Vs Exp Report (PDF)

Orders

- (1.) Rescind Brookings and Dryden Prior Appropriations \$3,413,480 (Mayor Sarno)

- (2.) Bills of a Prior Year - Assessors \$144.74 (Mayor Sarno)

ATTACHMENTS:

- Assessor BOPY (PDF)

- (3.) Fire Extinguisher Training Grant - \$5,000 - No Match (Mayor Sarno)

ATTACHMENTS:

- MassMutual fire extinguisher training (PDF)

- (4.) Community Restoration Grant - Match Required - \$270,000 (Mayor Sarno)

ATTACHMENTS:

- Community Restoration Grant (PDF)

- (5.) SHINE Grant Amendment - No Match (\$64,194.60) (Mayor Sarno)

ATTACHMENTS:

- 20121211105140374 (PDF)

- (6.) MIPPA Grant Acceptance - No Match (\$38,016.35) (Mayor Sarno)

ATTACHMENTS:

- 20121211105154880 (PDF)

- (7.) Grant of Permanent Easement for WMECO at Dryden School (Mayor Sarno)

ATTACHMENTS:

- Dryden, WMECO easement exhibits (PDF)

- (8.) Grant of Permanent Easement to WMECO at Forest Park MS (Mayor Sarno)

ATTACHMENTS:

- Forest Park Middle School, WMECO easement exhibits (PDF)

- (9.) Permanent Easement to Comcast for Forest Park Middle School (Mayor Sarno)

ATTACHMENTS:

- Forest Park Middle School, COMCAST easement exhibits (PDF)

- (10.) Order Approving Act of Legislature to Sell Park Land (Mayor Sarno)

If sale approved by the Legislature, Buyer would pay the City \$280,000.00.

ATTACHMENTS:

- Hubbard Park Sale, Exhibits 1, 2 and 3 (PDF)

- (11.) Supportive Housing Grant - \$636,585 - No Match (Mayor Sarno)

ATTACHMENTS:

- shp grant coc northampton (PDF)

- (12.) Appropriation Order - Proceeds from the Sale of Park Land (Mayor Sarno)

Reports

- (1.) From BPW re:Tremont Street - Install New Pole. – <<Enter brief purpose>>

Ordinance

- (1.) (ID # 1984) - Fire Commissioner - Qualifications

VI. Consent Agenda

Caucus

- (1.) Caucus



City of Springfield

SCHEDULED

Meeting: 12/17/12 07:00 PM

Initiator: Thomas M. Ashe

Sponsors:

DOC ID: 1983

1.2.1

Report of Committee

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

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 December 17, 2012

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 December 17, 2012, 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



City of Springfield

SCHEDULED

Meeting: 12/17/12 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1978

2.1

November Revenue Vs Expenditure Report (Mayor Sarno)

CITY OF SPRINGFIELD, MASSACHUSETTS

Statement of Revenues and Other Sources,
and Expenditures and Other Uses
Budget and Actual - General FundFor the period ended
11/30/12

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	\$ 157,492,170	\$ 81,781,087	\$ (75,711,083)	52%
Real Estate & Personal Property Taxes - Tax Liens	-	1,158,367	1,158,367	0%
Motor Vehicle Excise	8,500,000	1,459,727	(7,040,273)	17%
Penalties, interest and other taxes	6,767,200	1,945,441	(4,821,759)	29%
Charges for Services	12,174,321	5,796,179	(6,378,142)	48%
Intergovernmental	326,607,051	81,879,846	(244,727,205)	25%
MSBA Payments	15,756,614	11,196,414	(4,560,200)	71%
Licenses and Permits	4,401,040	1,772,095	(2,628,945)	40%
Fines and Forfeits	522,250	111,433	(410,817)	21%
Interest earned on Investments	1,514,287	593,900	(920,387)	39%
Miscellaneous	4,746,410	1,399,363	(3,347,047)	29%
FY 2012 Net School Spending Shortfall (a.)	18,629,047	18,629,047	-	100%
Stabilization Reserves	8,575,000	8,575,000	-	100%
Other Financing Sources	5,420,000	5,420,000	-	100%
Total Revenues and Other Sources	571,105,390	221,717,900	(349,387,490)	39%
Expenditures and Other Uses:				
General government	22,323,829	12,999,453	9,324,376	58%
Public safety				
Police	35,252,755	17,663,986	17,588,769	50%
Fire	19,135,621	7,853,233	11,282,387	41%
Centralized Dispatch	1,363,115	684,480	678,635	50%
Other	3,185,616	1,484,023	1,701,593	47%
Health and Welfare	4,787,064	2,093,740	2,693,324	44%
Public works	10,322,690	6,645,735	3,676,955	64%
Education	362,915,314	139,514,661	223,400,653	38%
Culture and recreation	11,427,990	6,148,420	5,279,570	54%
Pension and fringe	49,372,465	34,870,818	14,501,647	71%
State and district assessments	2,958,885	866,497	2,092,388	29%
Debt Service	40,381,571	28,717,607	11,663,964	71%
Pay as you go Capital	2,938,413	1,383,009	1,555,404	47%
Other Financing Use - Trash Enterprise Supplement	4,740,063	4,740,063	-	100%
Total Expenditures and Other Uses	571,105,390	265,665,727	305,439,663	47%
Excess (deficiency) of revenues and other sources over expenditures and other uses	\$ -	\$ (43,947,827)	\$ (43,947,827)	

(a.) The FY 2012 Net School Spending Requirement shortfall must be appropriated in the School Budget pursuant to the Chapter 70. Section 11 of the Education Reform Act of 1993.

Attachment: November Rev Vs Exp Report (1978 : November Revenue Vs Expenditure Report)

CITY OF SPRINGFIELD, MASSACHUSETTS
Budget and Actual - General Fund
Expenditures and Encumbrances
For the period ended
11/30/12

Expenditures and Other Uses:	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	21,979,929	343,900	22,323,829	10,022,117	2,977,337	9,324,376	58%
Public safety							
Police	35,252,755	-	35,252,755	17,317,641	346,345	17,588,768	50%
Fire	19,135,621	-	19,135,621	7,516,677	336,556	11,282,388	41%
Centralized Dispatch	1,363,115	-	1,363,115	670,080	14,400	678,635	50%
Other	3,198,616	(13,000)	3,185,616	1,162,407	321,616	1,701,593	47%
Health and Welfare	4,787,064	-	4,787,064	2,070,980	22,761	2,693,324	44%
Public works	10,078,590	244,100	10,322,690	5,945,754	699,981	3,676,955	64%
Education	344,286,267	18,629,047	362,915,314	108,255,534	31,259,126	223,400,653	38%
Culture and recreation	11,102,990	325,000	11,427,990	4,839,319	1,309,102	5,279,570	54%
Pension and fringe	49,372,465	-	49,372,465	34,210,818	660,000	14,501,647	71%
State and district assessments	2,958,885	-	2,958,885	765,341	101,155	2,092,388	29%
Debt Service	40,381,571	-	40,381,571	28,717,607	-	11,663,964	71%
Pay as you go Capital	2,938,413	-	2,938,413	50,667	1,332,342	1,555,404	47%
Other Financing Use - Trash Enterprise Supplement	4,940,063	(200,000)	4,740,063	4,740,063	-	-	100%
Total Expenditures and Other Uses	551,776,343	19,329,047	571,105,390	226,285,005	39,380,721	305,439,663	47%



City of Springfield

SCHEDULED

Meeting: 12/17/12 07:00 PM
Initiator: Jennifer Winkler
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1970

3.1

Rescind Brookings and Dryden Prior Appropriations \$3,413,480 (Mayor Sarno)

An Order Rescinding \$3,413,480.00 in Prior Appropriations
for the Brookings and Dryden School Projects

WHEREAS, in four (4) separate votes taken in March, April, and July, 2012, the City Council voted to authorize funding and/or borrowing of various amounts for preliminary phase feasibility study, schematic design, project management and other costs of the Mary A. Dryden Veteran's Memorial School and Elias Brookings Elementary School projects, totaling \$3,413,480.00; and

WHEREAS, in Orders approved on October 15, 2012, the City Council authorized the funding of the full cost of the Dryden and Brookings School projects, which Orders included the amounts previously authorized in the votes referenced in this Order; and

WHEREAS, the purpose of this Order is to rescind the prior funding orders previously approved by the Council on the dates noted in this Order, as the full funding for the Dryden and Brookings projects were approved by this Council on October 15, 2012;

NOW THEREFORE, BE IT ORDERED: that the following Orders are hereby RESCINDED AND ARE OF NO FURTHER FORCE AND EFFECT:

- (i) an Order duly adopted by the City Council on March 19, 2012, to authorize the borrowing of \$613,831.00 to pay costs of the feasibility study and schematic design to assess the proposed reconstruction of the Elias Brookings Elementary School;
- (ii) an Order duly adopted by the City Council on April 2, 2012, to authorize the borrowing of \$1,000,000.00 to pay costs of the feasibility study and construction of an addition and renovation to the Mary Dryden Veterans Memorial School;
- (iii) an Order duly adopted by the City Council on July 3, 2012, to authorize the borrowing of \$952,391.00 to pay costs of construction management and other costs associated with construction of an addition and renovation to the Mary Dryden Veterans Memorial School; and
- (iv) an Order duly adopted by the City Council on July 3, 2012, to authorize funding in the amount of \$847,258.00 to pay costs of the work to and including the schematic design of phase work associated with reconstructing the Elias Brookings School on a new site.



City of Springfield

SCHEDULED

Meeting: 12/17/12 07:00 PM
Initiator: Jennifer Winkler
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1971

3.2

Bills of a Prior Year - Assessors \$144.74 (Mayor Sarno)

WHEREAS, to meet expenses incurred by the City of Springfield, pursuant to Mass. Gen. Laws ch. 44 Section 64 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council that the Assessors Department may pay bills from the previous fiscal year totaling \$144.74; and

WHEREAS, the department will make payment for unpaid bills of a previous fiscal year from their FY13 General Fund Operating Budget; and;

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the payment of \$144.74 from the FY13 General Fund Departmental Operating Budget for the expenses incurred in the previous fiscal year.

Customer Information

Refer Inquiries and Correspondence to:
XEROX CORPORATION 0900-002
PO BOX 660502
DALLAS TX 75266-0501

THE EASY WAY
TO ORDER SUPPLIES
CALL OUR TOLL
FREE NUMBER
1-800-822-2200

Purchase Order Number

Special Reference

Contract Number

950673673

Terms and Conditions of Payment

PAYMENT DUE 06-18-12

Telephone

888-435-6333

Ship To/Installed At
CITY OF SPRINGFIELD
ASSESSORS DEPT
36 COURT ST
SPRINGFIELD MA
01103

Bill To
CITY OF SPRINGFIELD
ASSESSORS DEPT
36 COURT ST
SPRINGFIELD MA
01103

Invoice Date
06-02-12

Invoice Number
500481291

Customer Number
950673673

Please reference
this number on
inquiries to Xerox

FOR ADDRESS CORRECTION SEE REVERSE SIDE.

INVOICE FOR THE PERIODIC PAYMENT ON YOUR
XEROX AGREEMENT

W5135 PRINTER W/SERIAL NUMBER VXW-013399

PERIOD PAYMENT \$144.74

TOTAL PAYMENT DUE \$144.74

ASSOCIATED SERIAL NUMBERS:

350FCFINS 35SCNFAX1

Invoice

INVOICE 20 OF YOUR 36 PERIOD CONTRACT

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At
CITY OF SPRINGFIELD
ASSESSORS DEPT
36 COURT ST
SPRINGFIELD MA
01103

Bill To
CITY OF SPRINGFIELD
ASSESSORS DEPT
36 COURT ST
SPRINGFIELD MA
01103

When Paying By Mail
Send Payment To:

XEROX CORPORATION
P.O. BOX 827598
PHILADELPHIA, PA
19182-7598



Please check here if your "Bill To" address or "Ship To/Installed At"
location has changed and complete reverse side.

Invoice Amount

00-494-8956 950673673 500481291 06-02-12 PLEASE PAY THIS AMOUNT

\$144.74

2981

R000079

202100008070060 5004812916 0300144743 295067367306

Packet Pg. 10

Attachment: Assessor BOPY (1971 : Bills of a Prior Year - Assessors \$144.74)



City of Springfield

SCHEDULED

Meeting: 12/17/12 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1973

3.3

Fire Extinguisher Training Grant - \$5,000 - No Match (Mayor Sarno)

WHEREAS, the Springfield Fire Department ("Department") has been awarded a grant in the amount of \$5,000.00 from the MA Mutual Financial Group; and

WHEREAS, the funds have been provided for the purpose of funding the Bullseye Laser Driven Fire Extinguisher Training; and

WHEREAS, the Department intends to use the grant funds for the training program as specified by the grantee; 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;

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:

MA Mutual Financial Group:	\$5,000.00
Fire Extinguisher Training Program	

CITY OF SPRINGFIELD

In the City Council, _____, 2012

**AN ORDER AUTHORIZING THE EXPENDITURE OF A
DONATION FROM MASS MUTUAL FINANCIAL GROUP BY THE
FIRE DEPT.**

WHEREAS, the Fire Department has been awarded a donation of \$5,000.00 from Mass Mutual Financial Group . Springfield, Ma 01111-0001

WHEREAS, The funds provided shall be used for the purpose of the Training program for the Bullseye Laser Driven Fire Extinguisher Training as requested by the donor therefore \$5,000.00 will be applied to the training / seminar general funds.

WHEREAS, the Department intends to use the donation funds for Training program purposes as requested by the donor; 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 such donation; and

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

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec 53A, that the City Council approves the expenditure by the Department of the donation funds listed below for the purposes of such 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:

Fire Department Donation \$ 5,000.00
Mass Mutual Financial Group . Springfield, Ma 01111-0001

PM#72333

Attachment: MassMutual fire extinguisher training (1973 : Fire Extinguisher Training Grant - \$5,000 - No Match)



November 20, 2012

Mr. Gary Sullivan
Admin. Officer
Springfield Fire Department
605 Worthington Street
Springfield, MA 01103

Dear Gary:

Enclosed is a check in the amount of \$5,000.00 as a grant to your organization in support of the Trainer's Package for the Bullseye Laser Driven Fire Extinguisher Training. Please find a check enclosed. If an opportunity arises, please publicize our grant in whatever way you believe will best benefit your organization and MassMutual.

As a partner in your efforts, we would like to be able to evaluate your programs and the services provided. Please complete the enclosed Contributions Program Progress Report form and return it to us by **June 20, 2013**. The Internal Revenue Service requires reporting the receipt of any gift over \$250. Our Charitable Contributions Acknowledgment form is also enclosed and must be completed and returned to us by **December 20, 2012**. Consideration for future support is contingent upon the timely return of these forms.

In the same spirit that convinced our Contributions Review Committee to cast its vote on your behalf, we wish you and the Springfield Fire Department, our very best.

Sincerely,

A handwritten signature in black ink that reads 'Cynthia Adams'.

Cynthia Adams
Community Responsibility Consultant
Community Responsibility

Enclosures

Attachment: MassMutual fire extinguisher training (1973 : Fire Extinguisher Training Grant - \$5,000 - No Match)

MassMutual Financial Group Charitable Contributions Progress Report Form

INSTRUCTIONS

- Fill in Sections A & B below.
- Complete an additional 1 -2 page document answering the questions in Section C (for grants) or D (for donations only).
 - Please single-space the document and answer all of the questions in the order listed.
 - Use headings as provided.
- Submit the completed form and document to Robin Rose at rose@massmutual.com by the deadline noted on your transmittal letter.

Funder submitted to: The MassMutual Financial Group Date: 11/27/12

SECTION A

Name of organization: Springfield Fire Department

Name of organization Executive Director/President: _____

Address: 605 Worthington Street

Phone: 413 787-6411 Fax: 413 787-6432 Email: Jconnat@springfieldcityhall.com
Gsullivan@springfieldcityhall.com

Grant contact person: Garrett Sullivan Title: Admin Officer

Email: gsullivan@springfieldcityhall.com

SECTION B

Project/program name (if applicable): Bullseye Laser Driven Fire Extinguisher Training

Purpose of grant: _____

Training for the Bullseye Laser Driven Fire Extinguisher Training

Grant period: / to / Period covered by this report: / to /

Grant amount: 5,000.00

- ☐ Project support
 ☐ Program support
 ☐ Capital/endowment
 ☐ Sponsorship
☒ Donation (only complete Section D on page 2)

**(Please complete in a separate 1 to 2 page document the
Narrative Questions on the Reverse Side of this Document/Next Page)**



We'll help you get there.™

MassMutual Financial Group Contribution Acknowledgement Form

Section 170(f) (8) of the Internal Revenue Code requires that if MassMutual seeks to deduct a single charitable gift of \$250 or more, it must request from the charity and maintain in its records substantiation of the contribution. To enable MassMutual to comply with this requirement, we ask that you complete the following information relative to our recent contribution:

DONOR: Massachusetts Mutual Life Insurance Company

CASH CONTRIBUTED: 5,000

DESCRIPTION AND VALUE OF GOODS OR SERVICES
PROVIDED TO DONOR BY CHARITY IN EXCHANGE FOR
CONTRIBUTION:

DATE OF CONTRIBUTION:

11/27/2012

ORGANIZATION:

City of Springfield Fire Dept

NAME:

Garrett Sullivan

TITLE:

Admin Officer

E-mail Address

gsullivan@springfieldcityhall.com

Date:

11/27/2012

Please complete this fillable form, save and attach and send in an e-mail to Cynthia Adams, Cyadams@massmutual.com.

Attachment: MassMutual fire extinguisher training (1973 : Fire Extinguisher Training Grant - \$5,000 - No Match)



"I'll help you get there."



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Batch #
66751

MAILING ADDRESS

CK440
SPRINGFIELD FIRE DEPARTMENT
605 WORTHINGTON STREET
SPRINGFIELD MA 01105

VENDOR NUMBER: SPFIDE Check#: 1189108 - November 21, 2012

DOCUMENT NUMBER	VENDOR INVOICE NO.	PO NUMBER	INVOICE DATE	AMOUNT	DISCOUNT	NET AMOUNT
1918259062	010270		11/19/2012	5,000.00	0.00	5,000.00
2012 GRANT -TRAINER'S PKG. -BULL. LAS. DRIV FIRE						
TOTALS				5,000.00	0.00	5,000.00



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

1189108

Bank of America, N.A.
Hartford, CT

*** FIVE THOUSAND USD ***

Amount of Check: *****5,000.00*

Invalid after 270 days

51-44
119

Date: November 21, 2012

Account No.

Pay To SPRINGFIELD FIRE DEPARTMENT
The 605 WORTHINGTON STREET
Order of SPRINGFIELD MA 01105

David H. Licken
Treasurer

CI

THIS DOCUMENT HAS AN EMBEDDED WATERMARK (HOLD TO LIGHT TO VIEW) AND VISIBLE SECURITY FIBERS. TO INSURE AUTHENTICITY, BOTH FEATURES MUST BE PRESENT.

⑈ 1189108 ⑈ ⑆ 011900445 ⑆ 000000067949 ⑈



City of Springfield

SCHEDULED

Meeting: 12/17/12 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1974

3.4

Community Restoration Grant - Match Required - \$270,000 (Mayor Sarno)

WHEREAS, the Office of Housing ("Department") has been awarded a AGO HomeCorps Community Restoration Grant ("Grant") in the amount of \$270,000.00 from the Commonwealth of Massachusetts; and

WHEREAS, the Grant's purpose is to assist Massachusetts and its communities mitigate the impacts of the foreclosure crisis, revitalize distressed communities that have suffered the impact of foreclosure clusters, promote home ownership and affordable housing, and related revitalization goals; and

WHEREAS, the Department intends to use the grant funds for the purpose stated; and

WHEREAS, the total award amount of the grant is \$270,000.00; and

WHEREAS, the grant will pay for \$270,000.00 of the cost and requires the Department to commit \$65,885.04 of in-kind services; and

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

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

AGO HomeCorps Community Restoration Grant: \$270,000.00

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

C#20130672

3.4.a

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 (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code: AGO	
Legal Address: (W-9, W-4,T&C): 36 Court Street Springfield, MA, 01103		Business Mailing Address: One Ashburton Place, Boston MA	
Contract Manager: Geraldine McCafferty		Billing Address (if different):	
E-Mail: gmccaggerty@springfieldcityhall.com		Contract Manager: Courtney O'Connell	
Phone: 1(413)886-5014	Fax: (413) 787-610	E-Mail: Courtney.oconnell@state.ma.us	
Contractor Vendor Code:		Phone: 617-963-2017 Fax:	
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s):	
RFR/Procurement or Other ID Number:			
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ☐ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) ☒ <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ☐ <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) ☐ <u>Legislative/Legal Exemption or Other:</u> (Attach authorizing language/justification, scope and budget)		<u>CONTRACT AMENDMENT</u> 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.) ☐ <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) ☐ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ☐ <u>Contract Employee</u> (Attach any updates to scope or budget) ☐ <u>Legislative/Legal Exemption or Other:</u> (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. ☒ <u>Commonwealth Terms and Conditions</u> ☐ <u>Commonwealth Terms and Conditions For Human and Social Services</u>			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended), \$ <u>\$270,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____ % PPD; Payment issued within 15 days ____ % PPD; Payment issued within 20 days ____ % PPD; Payment issued within 30 days ____ % PPD. If PPD percentages are left blank, identify 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.) FY2013 and FY2014 AGO HomeCorps Community Restoration Grant to assist Massachusetts and its communities mitigate the impacts of the foreclosure crisis, revitalize distressed communities that have suffered the impact of foreclosure clusters, promote home ownership and affordable housing, and related revitalization goals.			
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 <u>Sept. 4, 2012</u> , 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 ____, 20 ____, 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>June 30th, 2014</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: <u>[Signature]</u> Date: <u>12/10/12</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATORY FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	

Attachment: Community Restoration Grant (1974 : Community Restoration Grant - Match Required - \$270,000)



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

Incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify the exemption; (1) statutory/legal/Ready Payments (2) federal grant/trust or (3) initial state grant or entitlement payments for start up costs. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, and determine if the appropriate expenditure code (as listed in the Expenditure Classification Handbook) has been selected. Enter "Multi-User Departmental procurement" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient. The Department may include any additional information in this section to identify unique or important information related to this Contract, program or the Contractor. If multi-Department user Contract, identify multi-Department use is allowable

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract or Contract Amendment may be incurred, either as of the Effective Date (latest signature date and of any required approvals) a LATER date, or if the performance has already been incurred PRIOR to the Effective Date by selecting the appropriate option. In the event obligations have been incurred by the Contractor prior to the Effective Date, the Contract must include detailed supporting documentation of performance made prior to the Effective date (including during a lapse between a Contract expiration and Contract Amendment) or the terms and process for eligible reimbursements after performance has been made by the Contractor (e.g., grant program). Proof of eligible reimbursement program must be attached. For Settlements, the parties agree to resolve payment for performance made outside the scope of the Contract (prior to Effective date or after termination date) which releases the Commonwealth from further obligations for the identified performance. This Amendment option is used in lieu of the Settlement and Release Form. Settlement payments are included under the same encumbrance and object codes as the Contract. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

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

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

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

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

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

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

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

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

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

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

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

EXECUTIVE ORDERS

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

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

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

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

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

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has

reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract; and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A. Executive Orders 523, 524 and 526, Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



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.

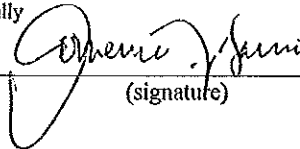
14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney 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: Domenic J. Sarno

Title: Mayor

Date: 12/10/12

(Check One): ☒ Organization ☐ Individual

Full Legal Organization or Individual Name: City of Springfield

Doing Business As: Name (If Different):

Tax Identification Number: 046001415

Address: 36 Court St., Springfield, MA 01060

Telephone: 413-787-6100

FAX: 413-787-6104

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

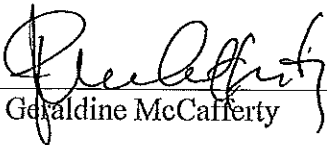
A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the 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.

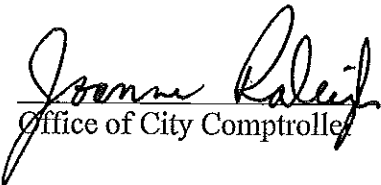
Attachment: Community Restoration Grant (1974 : Community Restoration Grant - Match Required - \$270,000)

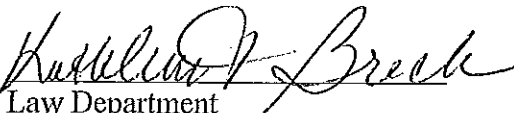
Commonwealth of Massachusetts – Community Restoration Grant

OFFICE OF HOUSING


By: Geraldine McCafferty

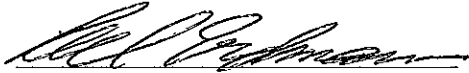
 Approved as to appropriation: 

 12/10/12
Office of City Comptroller

 12/10/12
Law Department

City of Springfield Signature page, continued

Reviewed:



Lee C. Erdmann

Chief Administrative and Financial Officer

Issued May
2004

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
Geraldine McCafferty	Director of Housing
Robert Burns designee	Comptroller or Deputy Comptroller
Kathleen Breck or designee	Deputy, Assistant, Associate City Solicitor
Domenic J. Savino	Mayor
Lee Erdmann	Chief Admin. & Financial Officer

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.

Kathleen Breck
 Signature

Date: 12/10/12

Title: ~~City Clerk~~ Deputy City Solicitor Telephone: 413 787 6179

Fax: 413 787 - 6173 Email: kbreck@springfieldcityhall.com

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

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

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

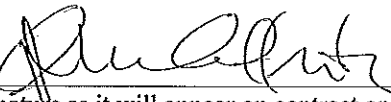
PROOF OF AUTHENTICATION OF SIGNATURE

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

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

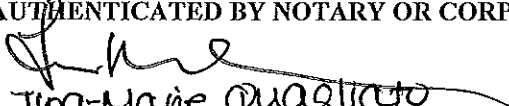
Signatory's full legal name (print or type): Geraldine McCafferty

Title: Director of Housing

X 

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

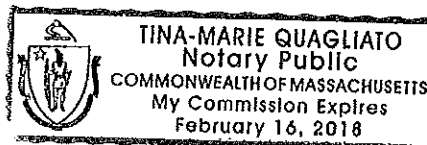
AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:



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

December 10, 20 12.

My commission expires on:



AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

Signatory's full legal name (print or type): Joanne E. Raleigh

Title: Deputy City Comptroller

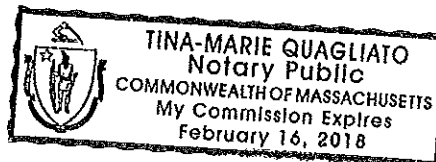
X Joanne Raleigh
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

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

December 10, 20 12.

My commission expires on:



AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

Attachment: Community Restoration Grant (1974 : Community Restoration Grant - Match Required - \$270,000)

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

Signatory's full legal name (print or type):

Title: Kathleen T. Breck Deputy City Solicitor

X Kathleen T. Breck

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

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

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

Dec. 10, 20 12

My commission expires on:

STEPHANIE A. LIEBL
Notary Public

My Commission Expires September 29, 2017

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

Signatory's full legal name (print or type):

Title:

X *Robert Edman*

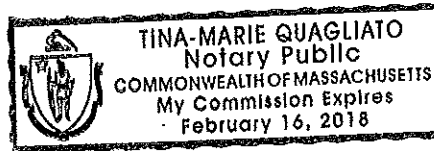
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

I, *Tina Marie Quagliato* (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

December 10, 2012.

My commission expires on:



AFFIX NOTARY SEAL

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

_____, 20____.

AFFIX CORPORATE SEAL

Attachment: Community Restoration Grant (1974 : Community Restoration Grant - Match Required - \$270,000)

Summary Sheet



Requested Grant Funding (over 2 years)	
A Personnel	\$83,121.73
B Fringe	\$21,878.27
D Contracts	\$150,000.00
Consultants	\$0.00
E Supplies	\$0.00
F Admin. Costs	\$15,000.00
Total Requested Funds:	\$270,000.00

In-kind or Matching Funds	
A Personnel	\$54,878.24
B Fringe	\$10,976.80
C Indirect	\$0.00
D Consultants	\$0.00
D Contracts	\$0.00
E Travel	\$0.00
F Equipment	\$0.00
G Supplies	\$0.00
H Other	\$0.00
Total In-Kind and Matching Funds	\$65,855.04

Total Project	\$335,855.04
---------------	--------------

Applicant Organization: City of Springfield

Budget Worksheet for Both Grant Years

Budget Breakdown

A. Employees—List each position by title and name of employee, if available. Show the hourly rate and the expected number of hours worked over the course of the program. Compensation paid to youth must meet Commonwealth wage and hour standards

Name/Position	Annual Salary	Hours	Brief Narrative	Cost	Paid by grant
Keleigh Waldner/Senior Program Manager	44,999.76		100.00% Manages City's receivership program, grant pays for 1	89,999.52	59,121.73
Law Student Intern	12,000.00		100.00% Performs legal work on receivership cases, grant pays	24,000.00	12,000.00
Law Student Intern	12,000.00		100.00% Performs legal work on receivership cases, grant pays	24,000.00	12,000.00
				-	-
				-	-
			Total:	137,999.52	83,121.73

B. Fringe Benefits—Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category A and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Annual Salary	Percent Charged to G Fringe Rate	Cost	Paid by grant
Keleigh Waldner/Senior Program Manager	44,999.76	100.00%	18%	\$21,878.72
				-
				-
				-
				-
				-
				-
				-
				-
				-
Total:				21,878.72

C. Supplies—List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for

[illegible]

D. Consultants/Contracts—indicate whether applicant's formal written Procurement Policy or the Federal Acquisition Regulations are followed
 Consultants—For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.

[illegible]

Contracts—Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants should use a competitive process for procurements compliant with the organization's own procurement policy. Sole Source Contracts are Not Allowed.

Item	Cost	Description of Services	Cost	Paid by grant
Rehabilitation loans to homeowners	150,000.00	15 forgivable loans of up \$10,000 for Old Hill homeowners to make	150,000.00	150,000.00
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
		Total:	-	-
			150,000.00	150,000.00

D. Admin Costs - No more than 10% of total budget

Item	Rate	Cost	Paid by grant
Springfield Neighborhood Housing Service	10% per loan	Fee charged per loan for administering loan program	15,000.00
		Total:	15,000.00
			15,000.00

Budget Worksheet for Both Grant Years
Total In-kind and Matching Funds Budget Sheet

Budget Breakdown

A. Personnel—List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for

Name/Position	Annual Salary	Percent Charged to Program	Brief Narrative	Cost	Paid by match
Keleigh Waldner/Senior Program Manager	44,999.76	100.00%	Manages City's receivership program	89,999.52	30,878.24
Law Student Intern	12,000.00	100.00%	Performs legal work on receivership cases	24,000.00	12,000.00
Law Student Intern	12,000.00	100.00%	Performs legal work on receivership cases	24,000.00	12,000.00
				-	-
				-	-
			Total:	137,999.52	54,878.24

Line Item	Amount	Category
B. Fringe Benefits—Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category A and only for the		

Name/Position	Annual Salary	Percent Charged to Program	Fringe Rate	Cost
Keleigh Waldner/Senior Program Manager	44,999.76	100.00%		18% \$32,855.52
				-
				-
				-
				-
				-
				-
				-
				-
				-
			Total:	32,855.52
				10,976.80

C. Indirect Costs

[illegible]

[illegible]

D. Consultants/Contracts---

Consultants

Name of Consultant	Rate	Number of Hours/Days	Brief Description of Service	Cost
				£
				£
				£
				£
				£
				£
				£
			Total:	£
				£

Contracts—

[illegible]

E. Travel

[illegible]

F. Equipment

Item	Per Unit Cost	Quantity	Brief Narrative	Cost
				-
				-



City of Springfield

SCHEDULED

Meeting: 12/17/12 07:00 PM
Initiator: Tracye Whitfield
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1975

3.5

SHINE Grant Ammendment - No Match (\$64,194.60) (Mayor Sarno)

WHEREAS, the Department of Elder Affairs has been awarded a Serving the Health Information Needs of Elders (SHINE) Grant of \$64,194.60 From the Massachusetts Executive Office of Elder Affairs; and

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

WHEREAS, the Department intends to use the grant funds to provide health insurance counseling and outreach services; and

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

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

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such 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:

SHINE - \$64,194.60

Collins, Katie

From: Petrocelli, Neil (EHS) <neil.petrocelli@state.ma.us>
Sent: Thursday, November 15, 2012 1:33 PM
To: Collins, Katie
Subject: RE:

The contract will have the start dates which serve as the starting points. Dollar amounts available as follows:

Mippa - \$ 38,016.35 (April 2012 – September 2012)

SHINE - \$64,194.60 (July 2012 – March 2013)

From: Collins, Katie [<mailto:KCollins2@springfieldcityhall.com>]
Sent: Thursday, November 15, 2012 12:22 PM
To: Petrocelli, Neil (ELD)
Subject:
Importance: High

Can you send me an actual award letter with dates stated and the dollar amount for both MIPPA and SHINE

I need this ASAP for our city council.

Katie

Attachment: 20121211105140374 (1975 : SHINE Grant Ammendment - No Match (\$64,194.60))

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (EAF), the Office of the Comptroller (CTR) and the Contract 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/eofaf under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: CITY OF SPRINGFIELD, DEPT OF ELDER AFFAIRS		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs	
(and d/b/a):		HMARS Department Code: ELD	
Legal Address: (W-9, W-4, T-EC) 1699 EAST COLUMBUS AVE, SPRINGFIELD, MA 01103-1699 36 Court St		Business Mailing Address: 1 Ashburton Place, Room 517, Boston, MA 02108	
Contract Manager: ALICIA GERMAIN OR KATIE RYAN COLLINS		Billing Address (if different):	
E-Mail: AGERMAIN@SPRINGFIELD.CITYHALL.COM KCOLLINS@SPRINGFIELD.CITYHALL.COM		Contract Manager: Neil Petrocelli	
Phone: 1-413-758-2893 Fax: 1-413-758-8954		E-Mail: Neil.Petrocelli@state.ma.us	
Contractor Vendor Code: VC000192140		Phone: 1-617-323-7427 Fax: 1-617-727-9353	
Vendor Code Address ID (e.g., "AD001"): AD001		HMARS Doc ID#: CT ELD 03048HNEPROGRAM20072P0KG	
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: ELD-RFR-2002-03	
NEW CONTRACT		X CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (Includes 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 Employees (Attach Employment Status Form, scope, budget) ☐ Legislative/Legal or Other (Attach authorizing language, justification, scope and budget)		Enter Current Contract End Date Prior to Amendment: <u>JUNE 30, 2012</u> Enter Amendment Amount: \$ <u>10,000.00</u> (or "no change") \$ <u>769.03</u> 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 Employees (Attach any updates to scope or budget) ☐ Legislative/Legal 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): This Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation). Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended. ☒ Maximum Obligation Contract. Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): <u>\$753,859.68</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ☐ % PPD; Payment issued within 15 days ☐ % PPD; Payment issued within 20 days ☐ % PPD; Payment issued within 30 days ☐ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ satisfactory/legal or Ready Payments (G.L. c. 29, § 23A); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discount Policy).			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Funding has been added for the period covering 4/1/11 - 6/30/12 Amendment is for the awarding of funds for the period covering April 2012 to June 2013.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☐ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . ☐ 2. may be incurred as of <u>20</u> days <u>4</u> date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . ☒ 3. were incurred as of <u>APRIL 1, 2012</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>JUNE 30, 2013</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 reaching 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 labor Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agree to provide any required documentation upon request to support compliance, and agree that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: <u>[Signature]</u> Date: <u>6/12/12</u> (Signature and Date Must Be Handwritten At Time of Signature)		X: <u>[Signature]</u> Date: <u>6/12/12</u> (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Domenic J. Sarno</u>		Print Name: <u>Peter T. Sarno</u>	
Print Title: <u>Mayor</u>		Print Title: <u>etc</u>	

Attachment: 20121211105140374 (1975 : SHINE Grant Amendment - No Match (\$64,194.60))

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



FY 2012, 13

Amendment #19, If Applicable:

If Federal Funds, CFDA #: 93.779

PURCHASE OF SERVICE - ATTACHMENT 1: PROGRAM COVER PAGE

PROGRAM INFORMATION

Contractor Name: City of Springfield Dept of Elder Affairs	Department Name: Executive Office of Elder Affairs
Program Type: SHINE Counseling, Outreach and Training Consortia	Document ID #: CT ELD 0364 shineprogram2007spng
Program Name: SHINE Program	UFR Program #:
Program Address: 4600 Columbus Ave 36 Court St	MMARS Program Code: 8036
City/State/Zip: Springfield, MA. 01103 -1699	Other Reference Information (Information Purposes Only):
Contact Person: Alicia Germain Telephone: (413) 750-2893 fax - (413) 750-2694 Email: alicia.germain@cityofspringfield.org	Contact Person: Cynthia Phillips, SHINE Director Neil Petrocelli, Contracts Manager Telephone: (617) 727-7750
RFR INFORMATION: ☐ Attached ☒ RFR Reference # RFR-2002-03 ☐ legislative exemption ☐ emergency ☐ collective purchase ☐ interim ☐ amendment	
SCOPE OF SERVICES: ☐ Bidders Response Attached ☐ Description of Services Attached	
TOTAL ANTICIPATED CONTRACT DURATION: 4/1/02 to 6/30/13	
INITIAL DURATION: 4/1/02 to 3/31/04	
OPTIONS TO RENEW: <u>zero options to renew</u>	

FISCAL TERMS

	FUNDING SUMMARY					
	Prior Years		Current Year		Future Years	
	FY	Amount	FY	Amount	FY	Amount
PRICE IS ESTABLISHED THROUGH: (CHECK 1, 2, OR 3)	2002	689,660.08	7/12	64,194.60		
OPTION 1: PRICE AGREEMENT (list price) \$ _____ rate regulation (if any) <u>651 CMR</u>	-6/12		6/13			
☐ OPTION 2: SUMMARY BUDGET (T lines only) ☐ unit rate ☐ cost reimbursement ☐ other _____						
☒ OPTION 3: COMPLETE BUDGET ☒ cost reimbursement ☐ unit rate ☐ other _____						
Total: \$689,660.08			Total: \$64,194.60			Total: 0.00
Multi-Year Total: \$753,854.68						

CURRENT

MAX OBLIGATION: \$85,592.80 UNIT RATE: \$ _____ # BILLABLE UNITS: _____

ADDITIONAL PAYMENT OR PRICE SPECIFICATIONS:

Reimbursement will be made via Payment Voucher with the Executive Office of Elder Affairs Standard Invoice. Payment Vouchers are due at Elder Affairs on a monthly basis on the 10th day of the month following the monthly service delivery period. It is incumbent upon the contractor to maintain all records, time sheets, documentation, ect. that supports the cost for which reimbursement is requested (including sub-contractors.)

BRIEF DESCRIPTION OF PERFORMANCE:

Attachment: 20121211105140374 (1975 : SHINE Grant Amendment - No Match (\$64,194.60))

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM


 FY 2012-13 Contractor Name: City of Springfield Dept of Elder Affairs
 If Federal Funds, CFDA- 93.779

Amendment #19

 PURCHASE OF SERVICE
 ATTACHMENT 4: RATE CALCULATION/MAXIMUM OBLIGATION CALCULATION PAGE

Program Name: SHINE PROGRAM	Document ID#: CT ELD 0364 SHINEPROGRAM2007spng	MMARS Code: 8036	Program Type Counseling Outreach and Training Consortia	UFR Prog. # ELD-RFR-2002-03
---------------------------------------	--	-------------------------------	---	---------------------------------------

AMENDMENT #19 IF APPLICABLE:

UNIT RATE CALCULATION

1. Program Total Costs

\$

2a. Program Offsets:

Source

Amount

_____	_____
_____	_____
_____	_____
_____	_____

2b. Offsets for Non-Reimbursable Costs: _____

Note: Total non-reimbursable costs listed in line 2b must be detailed on Attachment 5.

2. Subtotal Offsets (Line 2a + Line 2b)

(\$ _____)

3. Net Adjusted Program Costs (LINE 1 minus LINE 2)

\$

4. Total Program Capacity

(# of units)

_____ (Type of unit)

5. Share of Total Capacity Purchased by Contract

(# of units)

% (% of line 4)

6. Negotiated Utilization Factor, if any

_____ %

7. Adjusted Capacity Used to Establish Price (LINE 4 x LINE 6)

(# of units)

8. Unit Rate (LINE 3 DIVIDED BY LINE 7)

9. Maximum # of Billable Units (LINE 5 x LINE 6)

OTHER PRICE CALCULATION METHOD

10. Enter relevant information: _____

MAXIMUM OBLIGATION CALCULATION

11. for Unit Rate: Line 8 X Line 9

For Other Price Calculation Method, Enter Obligation from Line 10

For Cost Reimbursement: Enter Reimbursable Cost Total from Program Budget

\$ 85,592.80

12. Invoice Offset

SOURCE

AMOUNT

_____	_____
_____	_____
_____	_____

12. Subtotal:

\$ 0.00

13. Maximum Obligation for the Program (LINE 11 minus LINE 12)

\$ 85,592.80

14. Capital Budget (from Capital Budget Form), if applicable

\$ 0.00

15. Total Maximum Obligation for Program (LINE 13 + LINE 14)

\$ 85,592.80**FOR INFORMATION ONLY:**

Other Revenue Sources (Only if % in LINE 5 is less than 100%)

SOURCE

AMOUNT

_____	_____
_____	_____

Attachment: 20121211105140374 (1975 : SHINE Grant Amendment - No Match (\$64,194.60))

4/1/12 - 6/30/13

SHINE FY 2012

Contractor Name:

If Federal Funds, CFDA #93.077

PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

Program Name: SHINE PROGRAM		Document ID#: CT ELD 0364shinoprogram2007spg		MMARS Code: 8002		Program Type Counseling Outreach and Training		UFR Prog. #	
		Current		Amend. Change		New			
		FTE	Amount	FTE	Amount	FTE	Amount	COST REIMBURSEMENT ONLY	
Program Component								**Office	Source
UFR Title #									Reimbursable Cost
	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141)								
	Director								
	Outreach worker								
	Assistant								
	SUBTOTAL STAFF	-0-							
150	Payroll Taxes								
151	Fringe Benefits								
T	Total Direct Care/Program Staff		-0-						
Title	Occupancy								
301	Program Facilities								
390	Fac. Oper/Main/Turn		2000.00						
T	Total Occupancy		\$2000.00						
UFR Title	Other Direct Care/Program Support								
201	Direct Care Consultant								
202	Temporary Help		850.00						
203	Client/Caregivers, Reimb/Stipends								
206	Subcontract Dir. Care								
204	Staff Training		750.00						
205	Staff Mileage/Travel		1500.00						
207	Meals								
208	Contracted Client Trans.								
208	Vehicle Expenses								
208	Vehicle Depreciation								
209	Incid. Health/Med Care								
211	Client Per. Allowances								
212	Prov. of Material Good								
214	Direct Client Wages								
214	Other Commercial Prod. & Svs.								
215	Program Supplies/Mat		9000.00						
T	Total Other Direct Care/Program		\$12,100.00						
Title	Direct Admin Expenses								
216	Program Support		7298.20						
410 & 390	Other Direct Administrative Expenses								
T	Total Direct Administrative Exp.		\$7298.20						
T	SUBTOTAL PROGRAM COSTS								
410	Agency Admin. Support Allocation	%	\$						
T	Commercial Earn. Factors, if applicable	%	\$						
T	PROGRAM TOTAL		\$21,398.20						

** A. 5 Subtotal of offices which are for non-reimbursable costs.

** Non-reimbursable costs must be shown in detail on Attachment 5 when the program is subject to the provisions of Federal OMB Circular A-122 and/or 808 CMR 1.00. *** Contractor's Board approved capitalization level relative to any negotiated expense costs in lines 208, 215, 390 or 410 is \$.

Attachment: 20121211105140374 (1975 : SHINE Grant Amendment - No Match (\$64,194.60))

7/1/12 - 6/30/13

SHINE FY 2013

Contractor Name:

If Federal Funds, CFDA #93.077

PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

Program Name: SHINE PROGRAM		Document ID#: CT 2LD 0364shinesprogram2007spng		MMARS Code: 8002		Program Type Counseling Outreach and Training		UFR Prog. #	
	Program Component	Current		Amend Change		New		COST REIMBURSEMENT ONLY	
		FTE	Amount	FTE	Amount	FTE	Amount	**Offset	Source Reimbursable Cost
UFR Title #	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Tides 101-141)								
	Director	1.0	35,607.00						
	Assistant	0.2	8929.00						
	SUBTOTAL STAFF	1.2	44,536						
150	Payroll Taxes		750						
151	Fringe Benefits		10,000						
T	Total Direct Care/Program Staff		55,286						
Title	Occupancy								
301	Program Facilities								
390	Fac. Oper/Main/Fun		1200.00						
T	Total Occupancy		1200.00						
UFR Title	Other Direct Care/Program Support								
201	Direct Care Consultant								
202	Temporary Help								
203	Clients/Caregivers, Reimb/Stipends								
206	Subcontract Dir.Care								
204	Staff Training		1200.00						
205	Staff Mileage/Travel		500.00						
207	Meals								
208	Contracted Client Trans.								
208	Vehicle Expenses								
208	Vehicle Depreciation								
209	Incid. Health/Mod Care								
211	Client Per. Allowances								
212	Prov. of Material Good								
214	Direct Client Wages								
214	Other Commercial Prod. & Svc.								
215	Program Supplies/Mat		5000.00						
T	Total Other Direct Care/Program		6700.00						
Title	Direct Admin Expenses								
216	Program Support		1008.00						
410 & 390	Other Direct Administrative Expenses								
T	Total Direct Administrative Exp.		1608.00						
T	SUBTOTAL PROGRAM COSTS								
410	Agency Admin. Support Allocation	%	\$						
T	Commercial Earn. Factor, if applicable	%	\$						
T	PROGRAM TOTAL		\$64,194.60						

** A \$ Subtotal of offsets which are for non-reimbursable costs

** Non-reimbursable costs must be shown in detail on Attachment 5 when the program is subject to the provisions of Federal OMB Circular A-122 and/or 308 CMR 1.00. *** Contractor's Board approved capitalization level relative to any negotiated expense costs in lines 208, 215, 390 or 410 is \$

Attachment: 201212111105140374 (1975 : SHINE Grant Amendment - No Match (\$64,194.60))

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

3.5.a

FY 2013

Amendment #20, If Applicable:

If Federal Funds, CFDA #: 93.779

PURCHASE OF SERVICE - ATTACHMENT 1: PROGRAM COVER PAGE

PROGRAM INFORMATION

Contractor Name: City of Springfield	Department Name: Executive Office of Elder Affairs
Program Type: SHINE Counseling, Outreach and Training Consortia	Document ID #: CT ELD 0364 shineprogram2007spng
Program Name: SHINE Program	UFR Program #:
Program Address: 36 Court St	MMARS Program Code: 8036
City/State/Zip: Springfield, MA. 01103	Other Reference Information (Information Purposes Only):
Contact Person: Alicia Germain Telephone: (413) 886-5223 fax -- (413) 750-2694 Email - AGermain@springfieldcityhall.com , KCollins@springfieldcityhall.com	Contact Person: Cynthia Phillips, SHINE Director Neil Petrocelli, Contracts Manager Telephone: (617) 727-7750
RFR INFORMATION: ☐ Attached ☒ RFR Reference # RFR-2002-03 ☐ legislative exemption ☐ emergency ☐ collective purchase ☐ interim ☐ amendment	
SCOPE OF SERVICES: ☐ Bidders Response Attached ☐ Description of Services Attached	
TOTAL ANTICIPATED CONTRACT DURATION: <u>4/1/02</u> to <u>6/30/13</u>	
INITIAL DURATION: <u>4/1/02</u> to <u>3/31/04</u>	
OPTIONS TO RENEW: <u>zero options to renew</u>	

FISCAL TERMS

	FUNDING SUMMARY					
	Prior Years		Current Year		Future Years	
	FY	Amount	FY	Amount	FY	Amount
PRICE IS ESTABLISHED THROUGH: (CHECK 1,2, OR 3)	2002	689,660.08	7/12	<u>64,194.60</u>		
	-6/12		-			
			6/13			
OPTION 1: PRICE AGREEMENT (list price) \$ _____ rate regulation (if any) <u>651 CMR</u>						
☐ OPTION 2: SUMMARY BUDGET (T lines only) ☐ unit rate ☐ cost reimbursement ☐ other _____						
☒ OPTION 3: COMPLETE BUDGET ☒ cost reimbursement ☐ unit rate ☐ other _____						
	Total:	\$689,660.08	Total:	\$64,194.60	Total:	0.00
	Multi-Year Total:			\$755,254.68		
CURRENT MAX OBLIGATION: \$ <u>64,194.60</u> UNIT RATE: \$ _____ # BILLABLE UNITS: _____						
ADDITIONAL PAYMENT OR PRICE SPECIFICATIONS: Reimbursement will be made via Payment Voucher with the Executive Office of Elder Affairs Standard Invoice. Payment Vouchers are due at Elder Affairs on a monthly basis on the 10 th day of the month following the monthly service delivery period. It is incumbent upon the contractor to maintain all records, time sheets, documentation, ect. that supports the cost for which reimbursement is requested (including sub-contractors.)						
BRIEF DESCRIPTION OF PERFORMANCE:						

Attachment: 20121211105140374 (1975 : SHINE Grant Amendment - No Match (\$64,194.60))



The SHINE Program will provide funds to the City of Springfield Dept of Elder Affairs.

The City of Springfield Dept. of Elder Affairs is required to provide the following services with SHINE Funding:

- Provide information, screening and application assistance regarding Low Income subsidy (LIS), Medicare Savings Plans (MSP), Medicare Part D enrollment and State Pharmaceutical Assistance Program (Prescription Advantage) to all Medicare beneficiaries who may qualify
- Provide information about LIS, MSP, Medicare Part D and PA in all outreach events
- Outreach to low-income populations as identified by LIS zip code as being in high need
- Coordinate training and outreach events with area partners such as local Councils on Aging, area health care facilities and the regional ADRC, and partners which represent underserved populations
- Document each client contact and outreach activity on the National Performance Reporting (NPR) Client Contact Form and the Public and Media activity forms
- Submit all required forms to the SHINE Program Manager for data entry at the end of each quarter.
- Review Performance Measures and CMS data annually and develop work plan by May 1.
- Establish, coordinate and initiate one-to-one personalized health insurance counseling, prescription drug plan cost analysis and comparison, and application assistance
- Perform Outreach services to underserved populations such as the mentally disabled dual eligible under 65, rural Medicare beneficiaries, caregivers, ethnic and groups with other than English as their primary language
- When funds are available, allow the Regional Director or designee to attend the 3 day annual SHIP conference.
- Up to \$25 per SHINE counselor will be reserved for volunteer recognition whether it is holiday party, gift card or other event as determined by the Regional Director every year.
- The Agency may retain overhead costs at their respective agency audited rate but not to exceed 20% of the amount awarded for said costs listed under this category. A copy of the audited financial statements which indicates the agency overhead rate is to be furnished to the SHINE director no later than 30 days after the audited financials have been filed with the Office of the State Comptroller.
- Recommended Regional Office Staffing: Regional Director, Administrative Assistant, Outreach Coordinator and health benefits counselors to ensure that the office is staffed during normal business hours and during high volume times.

Attachment: 20121211105140374 (1975 : SHINE Grant Amendment - No Match (\$64,194.60))



City of Springfield

SCHEDULED

Meeting: 12/17/12 07:00 PM
Initiator: Tracie Whitfield
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1976

3.6

MIPPA Grant Acceptance - No Match (\$38,016.35) (Mayor Sarno)

WHEREAS, the Department of Elder Affairs ("Department") has been awarded a grant increase of \$38,016.35 From the Massachusetts Executive Office of Elder Affairs, and

WHEREAS, the funds are provided under the Medicare Improvements for Patients and Providers Act of 2004 (MIPPA) and this award extends the funding contract through September 30, 2012; and

WHEREAS, the Department intends to use the grant funds to educate elders on health care options and to compliment the Department's existing Serving the Health Information Needs of Elders (SHINE) program; and

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

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

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

MIPPA - \$38,016.35

Collins, Katie

From: Petrocelli, Neil (EHS) <neil.petrocelli@state.ma.us>
Sent: Thursday, November 15, 2012 1:33 PM
To: Collins, Katie
Subject: RE:

The contract will have the start dates which serve as the starting points. Dollar amounts available as follows:

Mippa - \$ 38,016.35 (April 2012 – September 2012)

SHINE - \$64,194.60 (July 2012 – March 2013)

From: Collins, Katie [<mailto:KCollins2@springfieldcityhall.com>]

Sent: Thursday, November 15, 2012 12:22 PM

To: Petrocelli, Neil (ELD)

Subject:

Importance: High

Can you send me an actual award letter with dates stated and the dollar amount for both MIPPA and SHINE

I need this ASAP for our city council.

Katie

Attachment: 20121211105154880 (1976 : MIPPA Grant Acceptance - No Match (\$38,016.35))

SHINE FY 2012

Contractor Name:

If Federal Funds, CFDA #:93.077

PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

Program Name: SHINE PROGRAM		Document ID#: CT ELD 0364shineprogram2007spng		MMARS Code: 8002		Program Type Counseling Outreach and Training		UFR Prog. #	
UFR Title #	Program Component	Current		Amend. Change		New		COST REIMBURSEMENT ONLY	
		FTE	Amount	FTE	Amount	FTE	Amount	**Offset	Source
									Reimbursable Cost
	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141)								
	Director								
	Outreach worker	16,618.15							
	Assistant								
	SUBTOTAL STAFF	16,618.15							
150	Payroll Taxes								
151	Fringe Benefits								
T	Total Direct Care/Program Staff		16,618.15						
Title	Occupancy								
301	Program Facilities								
390	Fac. Oper/Main/Furn		2000.00						
T	Total Occupancy		\$2000.00						
UFR Title	Other Direct Care/Program Support								
201	Direct Care Consultant								
202	Temporary Help		850.00						
203	Clients/Caregivers. Reimb/Stipends								
206	Subcontract Dir. Care								
204	Staff Training		750.00						
205	Staff Mileage/Travel		1500.00						
207	Meals								
208	Contracted Client Trans.								
208	Vehicle Expenses								
208	Vehicle Depreciation								
209	Incid. Health/Med Care								
211	Client Per. Allowances								
212	Prov. of Material Good								
214	Direct Client Wages								
214	Other Commercial Prod. & Svs.								
215	Program Supplies/Mat		9000.00						
T	Total Other Direct Care/Program		\$12,100.00						
Title	Direct Admin Expenses								
216	Program Support		7298.20						
410 & 390	Other Direct Administrative Expenses								
T	Total Direct Administrative Exp.		\$7298.20						
T	SUBTOTAL PROGRAM COSTS								
410	Agency Admin. Support Allocation	%	\$						
T	Commercial Earn. Factor, if applicable	%	\$						
T	PROGRAM TOTAL		\$38,016.35						

** A. \$ Subtotal of offsets which are for non-reimbursable costs.

** Non-reimbursable costs must be shown in detail on Attachment 5 when the program is subject to the provisions of Federal OMB Circular A-122 and/or 808 CMR 1.00. *** Contractor's Board approved capitalization level relative to any negotiated expense costs in lines 208, 215, 390 or 410 is \$

Attachment: 20121211105154880 (1976 : MIPPA Grant Acceptance - No Match (\$38,016.35))

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



3.6.a

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, Dept of Elder Affairs (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 1600 East Columbus Avenue, Springfield, MA. 01103		Business Mailing Address: One Ashburton Place, 5th floor, Boston, MA. 02108	
Contract Manager: Alicia Germain		Billing Address (if different):	
E-Mail Address: AGermain@springfieldcityhall.com, KCollins@springfieldcityhall.com		Contract Manager: Neil Petrocelli	
Phone: 1-413-750-2893	Fax: 1-413-750-2694	E-Mail Address: Neil.Petrocelli@state.ma.us	E-Mail Address 2:
Contractor Vendor Code: VC6000192140 Vendor Code Address ID: (e.g. "AD001") AD0001		Phone: 617-222-7427	Fax: 617-727-9368
Is this Payment Address Code set up for EFT? ☒ Yes ☐ No. (If "No" the Contractor must attach EFT paperwork)		MMARS Doc ID(s): CT ELD 0364 MIPPA.spng RFR/Procurement or Other ID Number: ELD-RFR-2002-03	
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ☐ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) ☐ <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ☐ <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) ☐ <u>Legislative/Legal Exemption or Other:</u> (Attach authorizing language/justification, scope and budget)		☒ CONTRACT AMENDMENT Enter <u>Current Contract End Date</u> <u>Prior</u> to Amendment: <u>June 30, 2013</u> . Enter <u>Amendment Amount:</u> <u>\$38,016.35</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☒ <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) ☐ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ☐ <u>Contract Employee</u> (Attach any updates to scope or budget) ☐ <u>Legislative/Legal Exemption or Other:</u> (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. ☐ <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new Total</u> if Contract is being amended). \$ <u>766,928.68</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ☐ % PPD; Payment issued within 15 days ☐ % PPD; Payment issued within 20 days ☐ % PPD; Payment issued within 30 days ☐ % PPD. If PPD percentages are left blank, identify 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 Prompt Pay Discounts Policy.)			
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.) Funding has been added for the period covering 4/1/11 – 6/30/12. Amendment is for the awarding of funds for the period covering April 2012 to June 2013.			
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 <u> </u> , 20 <u> </u> , 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>06/30/13</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>June 30, 2013</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.			

Attachment: 20121211105154880 (1976 : MIPPA Grant Acceptance - No Match (\$38,016.35))



City of Springfield

SCHEDULED

Meeting: 12/17/12 07:00 PM
Initiator: Patrick Greenhalgh
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1980

3.7

Grant of Permanent Easement for WMECO at Dryden School (Mayor Sarno)

WHEREAS, the City of Springfield is in the process of renovating and expanding the Mary A. Dryden Veterans Memorial School located at 190 Surrey Road, Springfield; and

WHEREAS, it is necessary for the City of Springfield to grant a permanent easement to a 1,927 square foot area at that location, a draft of which is attached hereto as Exhibit #1, to **Western Massachusetts Electric Company**, for the purpose of supplying electrical service to the Mary A. Dryden Veterans Memorial School, including

"the perpetual right to lay, construct, reconstruct, maintain, operate, replace and rebuild on, across, over and under the easement area hereinafter described, electric and transmission of intelligence distribution systems consisting of wires, pipes, cables, conduits, transformers, manholes, anchors, silos, handholes, transformer pads, pedestals, meters, fixtures and other appurtenances useful in providing electric and transmission of intelligence service such as the said company may from time to time see fit to install in said easement area; including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the premises; the right to provide electric service by means of the same; and the right to enter said land for the purpose of inspecting; maintaining or removing same; and the right to trim and keep trimmed, cut and remove such trees located within the easement area as in the judgment of the Grantee are necessary to maintain its services."

Such easement is more particularly described on a plan entitled "Proposed Easement Plan of Land In Springfield, Massachusetts", drawn by Heritage Surveys, dated August 23, 2012, which is attached to the attached draft easement as Exhibit A.

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 take all steps necessary execute, deliver and record an instrument granting a permanent easement to Western Massachusetts Electric Company in the area described in the above-referenced plan in substantially the same form as the draft instrument attached hereto as Exhibit #1, for consideration of One Dollar (\$1.00).

Exhibit 1**EASEMENT**

For valuable consideration of One (\$1.00) Dollar , receipt and sufficiency of which is hereby acknowledged, the **CITY OF SPRINGFIELD**, a Municipal Corporation with offices located at **36 Court Street, Springfield, MA 01103** (hereinafter referred to as the "Grantor"), hereby grants unto **WESTERN MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation with offices at One Federal Street, in the City of Springfield, County of Hampden, Commonwealth of Massachusetts, its successors and assigns, (hereinafter referred to as the "Grantee"), the perpetual right to lay, construct, reconstruct, maintain, operate, replace and rebuild on, across, over and under the easement area hereinafter described, electric and transmission of intelligence distribution systems consisting of wires, pipes, cables, conduits, transformers, manholes, anchors, silos, handholes, transformer pads, pedestals, meters, fixtures and other appurtenances useful in providing electric and transmission of intelligence service such as the said company may from time to time see fit to install in said easement area; including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the premises; the right to provide electric service by means of the same; and the right to enter said land for the purpose of inspecting; maintaining or removing same; and the right to trim and keep trimmed, cut and remove such trees located within the easement area as in the judgment of the Grantee are necessary to maintain its services.

Said electric and transmission of intelligence distribution systems are located at the property known as 190 Surrey Road, in the Springfield, County of Hampden, Commonwealth of Massachusetts, within and in the area identified as "Exhibit A: Easement for Electrical Supply Western Massachusetts Electric Company" on the plan attached hereto as and made a part hereof, upon land which is more particularly described in a deed dated June 6, 1952 and recorded in the Hampden County Registry of Deeds in Book 2178, Page 441. The easement is a certain parcel of land bounded and described as follows:

Beginning at a point in the westerly sideline of Wendover Road, said point being 167.67 feet northerly of the intersection of the westerly sideline of Wendover Road and the northerly sideline of Surrey Road, and running thence;
N88°-37'-14"W, through land of the City of Springfield, 130.81 feet to a point, thence;

N01°-22'-46"E, through last named land, 15.00 feet to a point, thence;
 S88°-37'-14"E, through last named land, 126.02 feet a point, thence;
 Southerly, on a curve to the right, having a radius of 1,025.00 feet, along the westerly sideline of
 Wendover Road, 15.75 feet to the point of beginning
 Containing an area of 1,927 square feet, more or less.

The Grantor agrees, except with the written permission of the Grantee, that (1) no building, structure, other improvement or obstruction shall be located upon; there shall be no excavation, filling, flooding or grading of; and there shall be no planting of trees or shrubbery upon the easement area; and (2) nothing shall be attached, temporarily or permanently, to any property of the Grantee erected or installed by virtue of this easement. In the event of the damage to or destruction of any of said facilities of the Grantee by the Grantor or agents or employees thereof, all costs of repair or replacement shall be borne by the Grantor.

Any additional poles, guys, wires, cables, braces, conduits and other appurtenances which may be necessary or advisable in the opinion of the Grantee to provide electric service by means of said system are to be located by the Grantee in such places on, upon, under, over and across the easement area as may be reasonable and consistent with the use of said land at the time.

The Grantee, by the acceptance of this easement, agrees that upon request of the Grantor and upon execution and delivery to the Grantee of rights and easements acceptable to the Grantee, it will relocate at the expense of the Grantor any part of said electric distribution systems which the Grantor may reasonably request to be relocated, provided that such relocation is practicable and consistent with sound engineering principles, including any removal and relocation of such system improperly located due to incorrect street and property line locations furnished by the Grantor, the Grantor's agents or employees.

The Grantee further agrees, by the acceptance of this easement, that as long as and to the extent that the electric distribution systems, together with appurtenances, located on said land pursuant to this easement are used to provide electric service, the Grantee will repair, replace and maintain such facilities at its own expense (except otherwise provided) and in connection with any repair, replacement or maintenance of said system the Grantee shall promptly restore the premises to substantially the same condition as existed prior to such repair, replacement or

maintenance, provided, however, that such restorations shall not include any structures, other improvement or plantings made by the Grantor contrary to the provisions herein.

Any rights herein described or granted, or any interest therein or part thereof, may be assigned herein for the transmission of electric purposes, and the Grantor hereby agrees to and ratifies any such assignment and agrees that the interest so assigned may be used by the assignee therein for said purposes.

The words "Grantor" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said **CITY OF SPRINGFIELD** has caused its seal to be hereunto affixed and these presents to be signed, acknowledged, and delivered in its name this _____ day of _____, 201__.

Witness:

CITY OF SPRINGFIELD

By: _____

Its:

[Acknowledgment on following page]

COMMONWEALTH OF MASSACHUSETTS

_____, SS..

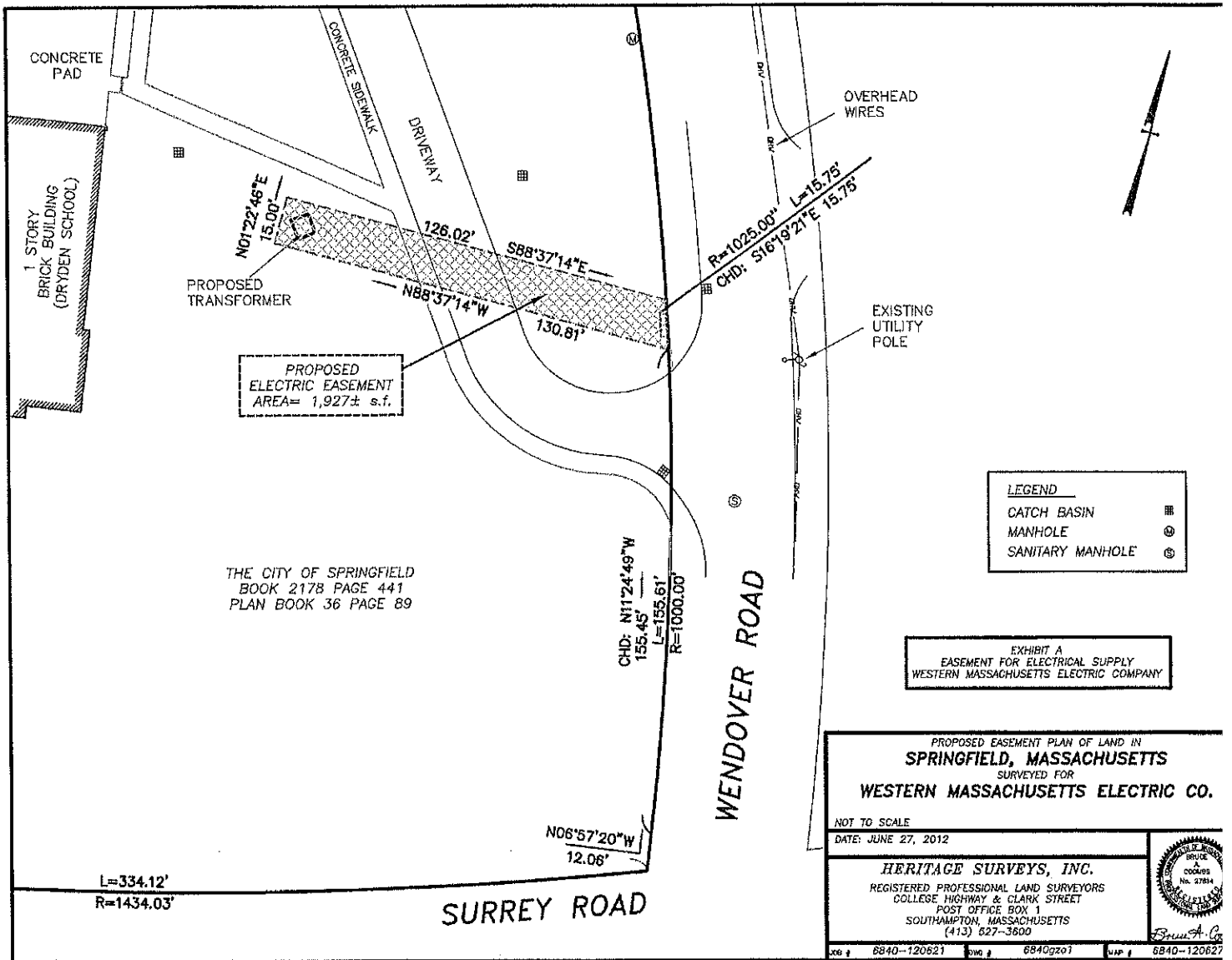
On this ____ day of _____, 201__, before me, the undersigned notary public,
 _____ personally appeared and proved to me through
 satisfactory evidence of identification, which was _____ to be the person whose
 name is signed on the preceding document and acknowledged to me that such person is and that
 such person signed such document voluntarily as such person's free act and deed for its stated
 purpose.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public –
 My Commission Expires:

EXHIBIT A

Plan Attached



Attachment: Dryden, WMECO easement exhibits (1980 : Grant of Permanent Easement for WMECO at Dryden School)



City of Springfield

SCHEDULED

Meeting: 12/17/12 07:00 PM
Initiator: Patrick Greenhalgh
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1981

3.8

Grant of Permanent Easement to WMECO at Forest Park MS (Mayor Sarno)

WHEREAS, the City of Springfield is in the process of renovating and expanding the Forest Park Middle School located at 46 Oakland Street, Springfield; and

WHEREAS, it is necessary for the City of Springfield to grant a permanent easement to a 2,021 square foot area at that location, a draft of which is attached hereto as Exhibit #1, to **Western Massachusetts Electric Company**, for the purpose of supplying electrical service to the Forest Park Middle School, including

"the perpetual right to lay, construct, reconstruct, maintain, operate, replace and rebuild on, across, over and under the easement area hereinafter described, electric and transmission of intelligence distribution systems consisting of wires, pipes, cables, conduits, transformers, manholes, anchors, silos, handholes, transformer pads, pedestals, meters, fixtures and other appurtenances useful in providing electric and transmission of intelligence service such as the said company may from time to time see fit to install in said easement area; including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the premises; the right to provide electric service by means of the same; and the right to enter said land for the purpose of inspecting; maintaining or removing same; and the right to trim and keep trimmed, cut and remove such trees located within the easement area as in the judgment of the Grantee are necessary to maintain its services. Padmounted transformers, pedestals, and/or enclosed switch gear are to be the only above-ground equipment"

Such easement is more particularly described on a plan entitled "Proposed Easement Plan of Land In Springfield, Massachusetts", drawn by Heritage Surveys, dated August 23, 2012, which is attached to the attached draft easement as Exhibit A.

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 take all steps necessary execute, deliver and record an instrument granting a permanent easement to Western Massachusetts Electric Company in the area described in the above-referenced plan in substantially the same form as the draft instrument attached hereto as Exhibit #1, for consideration of One Dollar (\$1.00).

Exhibit 1
EASEMENT

For valuable consideration of One (\$1.00) Dollar , receipt and sufficiency of which is hereby acknowledged, **THE CITY OF SPRINGFIELD**, a Massachusetts municipal corporation having an office in the City of Springfield, Hampden County, Commonwealth of Massachusetts, (hereinafter referred to as the "Grantor"), hereby grants unto **WESTERN MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation with offices at One Federal Street, in the City of Springfield, County of Hampden, Commonwealth of Massachusetts, its successors and assigns (hereinafter referred to as the "Grantee"), the perpetual right to lay, construct, reconstruct, maintain, operate, replace and rebuild on, across, over and under the land hereinafter described, direct buried electric distribution systems consisting of wires, pipes, cables, conduits, transformers, manholes, anchors, silos, handholes, transformer pads, pedestals, meters, fixtures and other appurtenances useful in providing electric and transmission of intelligence service such as the said company may from time to time see fit to install in said easement area; including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the premises; the right to provide electric service by means of the same; and the right to enter said land for the purpose of inspecting; maintaining or removing same; and the right to trim and keep trimmed, cut and remove such trees as in the judgment of the Grantee are necessary to maintain its services. Padmounted transformers, pedestals, and/or enclosed switch gear are to be the only above-ground equipment.

Said electric and transmission of intelligence distribution systems are located within and in an area approximately 2,021 square feet as depicted in the attached exhibit entitled "Exhibit A, Easement For Electric Supply" attached hereto and made a part hereof, and more particularly described as Beginning at a point on the southerly sideline of Garfield Avenue, said point being

N75°-12'-22"E, 16.12 feet from the northeast corner of land now or formerly of Majid & Lily R. Kia, and running thence;

N75°-12'-22"E, along the southerly sideline of Garfield Avenue, 15.00 feet to a point, thence;

S14°-01'-58"E, through land now or formerly of the City of Springfield, 134.83 feet to a point, thence;

S75°-58'-02"W through last named land, 15.00 feet to a point, thence

N14°-01'-58"W, through last named land, 134.63 feet to the point of beginning.

Containing an area of 2,021 square feet, more or less, which land is more particularly described in an Order of Taking recorded 02/24/2011 in Book 18684 at page 449 of the Hampden County Registry of Deeds.

The Grantor agrees, except with the written permission of the Grantee, that (1) no building, structure, other improvement or obstruction shall be located upon; there shall be no excavation, filling, flooding or grading of; and there shall be no planting of trees or shrubbery upon the land to be occupied by said electric and transmission of intelligence distribution systems, including, but not limited to, the area occupied by the wires and cables running from poles, transformers and/or pedestals to any structures erected on the Grantor's premises; and (2) nothing shall be attached, temporarily or permanently, to any property of the Grantee erected or installed by virtue of this easement. The Grantee may, without liability to the Grantor and at the expense of the Grantor, remove and dispose of any of the aforesaid made or installed in violation of the above and restore said land to its prior condition. In the event of the damage to or destruction of any of said facilities of the Grantee by the Grantor or agents or employees thereof, all costs of repair or replacement shall be borne by the Grantor.

Any additional poles, guys, wires, cables, braces, conduits and other appurtenances which may be necessary or advisable in the opinion of the Grantee to provide electric service by means of said system are to be

located by the Grantee in such places on, upon, under, over and across said land as may be reasonable and consistent with the use of said land at the time.

The Grantee, by the acceptance of this easement, agrees that upon request of the Grantor and upon execution and delivery to the Grantee of rights and easements acceptable to the Grantee, it will relocate at the expense of the Grantor any part of said electric distribution systems which the Grantor may reasonably request to be relocated, provided that such relocation is practicable and consistent with sound engineering principles, including any removal and relocation of such system improperly located due to incorrect street and property line locations furnished by the Grantor, the Grantor's agents or employees.

The Grantee further agrees, by the acceptance of this easement, that as long as and to the extent that the electric distribution systems, together with appurtenances, located on said land pursuant to this easement are used to provide electric service, the Grantee will repair, replace and maintain such facilities at its own expense (except otherwise provided in the third paragraph hereof) and in connection with any repair, replacement or maintenance of said system the Grantee shall promptly restore the premises to substantially the same condition as existed prior to such repair, replacement or maintenance, provided, however, that such restorations shall not include any structures, other improvement or plantings made by the Grantor contrary to the provisions herein.

Any rights herein described or granted, or any interest therein or part thereof, may be assigned herein for the transmission of electric purposes, and the Grantor hereby agrees to and ratifies any such assignment and agrees that the interest so assigned may be used by the assignee therein for said purposes.

The words "Grantor" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said CITY OF SPRINGFIELD has caused its corporate seal to be hereunto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by _____ this _____ day of _____ 2012.

Witness:

THE CITY OF SPRINGFIELD

By: _____

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this _____ day of _____, 2012, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document and acknowledged to me that he/she signed it voluntarily for its stated purpose.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public -
My Commission Expires:

EXHIBIT A**Plan Attached****Attachment: Forest Park Middle School, WMECO easement exhibits (1981 : Grant of Permanent Easement to WMECO at Forest Park MS)**





City of Springfield

SCHEDULED

Meeting: 12/17/12 07:00 PM
Initiator: Patrick Greenhalgh
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1982

3.9

Permanent Easement to Comcast for Forest Park Middle School (Mayor Sarno)

WHEREAS, the City of Springfield is in the process of renovating and expanding the Forest Park Middle School located at 46 Oakland Street, Springfield; and

WHEREAS, it is necessary for the City of Springfield to grant a permanent easement to 3,827 square foot are of the School site, a draft of which is attached hereto as Exhibit #1, to **Comcast** for the purpose of supplying broadband service to Forest Park Middle School, including

"an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "System") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property"

Such easements are more particularly described on a plan entitled "Proposed Easement Plan of Land In Springfield, Massachusetts", drawn by Heritage Surveys, dated August 23, 2012, which is attached to the attached draft easement as Exhibit A.

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 take all steps necessary execute, deliver and record an instrument granting a permanent easement to Comcast in the area described in the above-referenced plan in substantially the same form as the draft instrument attached hereto as Exhibit #1.

Exhibit 1**GRANT OF EASEMENT**

This Grant of Easement (the "Easement") dated this ____ day of _____, 2012 by and between **Comcast** of Massachusetts II, Inc., and its successors and assigns, hereinafter referred to as "Grantee" and City of Springfield, hereinafter referred to as "Grantor(s)".

WHEREAS, Grantee provides certain broadband communications services to customers in Springfield, Massachusetts (the "Service Area");

WHEREAS, Grantor(s) and Grantee mutually wish to enter into this Grant of Easement;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor(s), owner(s) of the property described below, hereby grant(s) to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "System") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Property") located in the municipality of Springfield, County of Hampden, State of Massachusetts described as follows:

LEGAL DESCRIPTION:
(See Attached Exhibit B)

Grantor(s) agree for themselves and their heirs and assigns that the System on the Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said System and shall have free access to said System and every part thereof, at all times for the purpose of exercising the rights herein granted: provided, however, that in making any excavation on said Property of the Grantor(s), the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for so long as Grantee, its successors or assigns provides broadband service to the Service Area.

Executed as of the date first written above.

WITNESS

GRANTOR:

Forest Park Middle School

By: _____

Name:

Title:

WITNESS:

GRANTEE:

Comcast of Massachusetts II, Inc.

By: _____

Name: Dan Glanville

Title: VP, Government and Regulatory Affairs

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012
 by _____ (name), the _____ (title)
 of Forest Park Middle School, on behalf of said entity. He is personally known to me or has
 presented _____ (type of identification) as identification and did/did not take
 an oath.

Witness my hand and official seal.

 (Print Name) Notary Public

My Commission expires: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2012
 by Dan Glanville, the VP Government and Regulatory Affairs of Comcast of Massachusetts II,
 Inc., on behalf of said entity. He is personally known to me or has presented
 _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

 (Print Name) Notary Public

My Commission expires: _____

EXHIBIT B TO GRANT OF EASEMENT

Legal Description

A certain parcel of land bounded and described as follows:

Beginning at a point on the southerly sideline of Garfield Avenue, said point being N75°-12'-22"E, 16.12 feet from the northeast corner of land now or formerly of Majid & Lily R. Kia, and running thence;

N75°-12'-22"E, along the southerly sideline of Garfield Avenue, 15.00 feet to a point, thence;

S14°-01'-58"E, through land now or formerly of the City of Springfield, 134.83 feet to a point, thence;

S75°-58'-02"W through last named land, 15.00 feet to a point, thence

N14°-01'-58"W, through last named land, 134.63 feet to the point of beginning.

Containing an area of 2,2,021 square feet, more or less.

A certain parcel of land bounded and described as follows:

Beginning at a point on the southerly sideline of Garfield Avenue, said point being N75°-12'-22"E, 16.12 feet from the northeast corner of land now or formerly of Majid & Lily R. Kia, and running thence;

N75°-12'-22"E, along the southerly sideline of Garfield Avenue, 15.00 feet to a point, thence;

S14°-01'-58"E, through land now or formerly of the City of Springfield, 140.50 feet to a point, thence;

N75°-58'-02"E through last named land, 88.13 feet to a point, thence

S13°-53'-27"E, through last named land, 76.11 feet to a point, thence;

S76°-06'-33"W, through last named land, 13.00 feet to a point, thence;

N13°-53'-27"W, along land now or formerly of Laila Kachwaha & land now or formerly of Mark Howie, 10.00 feet to a point, thence;

N76°-06'-33"E through land now or formerly of the City of Springfield, 3.00 feet to a point, thence

N13°-53'-27"W, through last named land, 56.09 feet to a point, thence;

S75°-58-02"W, through last named land, 93.10 feet to a point, thence;

N14°-01'-58"W, through last named land, 150.30 feet to the point of beginning.

Containing an area of 3,827 square feet, more or less.

EXHIBIT A**Plan Attached**





City of Springfield

SCHEDULED

Meeting: 12/17/12 07:00 PM
Initiator: Stephen Reilly
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1979

3.10

Order Approving Act of Legislature to Sell Park Land (Mayor Sarno)

**ORDER SEEKING APPROVAL OF AN ACT OF THE LEGISLATURE
TO CONVEY CERTAIN PARK LAND AND TO GRANT A LICENSE AGREEMENT
OVER CERTAIN PARK LAND TO UNIFIRST CORPORATION
AND AUTHORIZING THE MAYOR TO CARRY OUT
THE AUTHORIZED ACTIONS**

WHEREAS, on December 12, 2011, the Springfield City Council approved an "Order Seeking Approval of an Act of the Legislature to Convey Certain Park Land and to Grant a License Agreement Over Certain Park Land to Unifirst Corporation and Authorizing the Mayor to Carry Out the Authorized Actions" ("Order"); and

WHEREAS, the Order authorized the filing of an Act of the Legislature entitled "**AN ACT AUTHORIZING THE CITY OF SPRINGFIELD TO CONVEY CERTAIN PARK LAND AND TO GRANT A LICENSE AGREEMENT OVER CERTAIN PARK LAND TO UNIFIRST CORPORATION**" ("Act") approving the conveyance of a portion (0.63 acres) of a certain parcel of park land at Hubbard Park, to Unifirst Corporation, an abutter, for the purpose of allowing Unifirst to expand its parking lot to provide for increases in its business, deliveries, employee parking, to improve storm water infrastructure, and to improve the overall safety of the parking area site which has been negatively impacted by on street vehicular activity and parking; and

WHEREAS, subsequent to the approval of the Order, the Act was submitted to the General Court for its consideration; and

WHEREAS, after review of the City Council Order and the draft Act, counsel for the General Court and counsel for Unifirst requested certain wording changes and clarifications to the Order and the Act; and

WHEREAS, on May 21, 2012, the Springfield City Council approved an "Order Amending a Prior Order and Special Act" implementing the changes requested by counsel for the General Court and Counsel for Unifirst; and

WHEREAS, the General Court did not take action upon the "Order Amending a Prior Order and Special Act" prior to the expiration

of the legislative session in 2012; and

WHEREAS, based upon the expiration of the proposed Special Act in the previous legislative session, a new "Order Seeking Approval of an Act of the Legislature to Convey Certain Park Land and to Grant a License Agreement Over Certain Park Land to Unifirst Corporation and Authorizing the Mayor to Carry Out the Authorized Actions" is required to be submitted for the new legislative session commencing in 2013; and

WHEREAS, the City of Springfield is the owner of a certain parcel of land, consisting of just over 38 acres, that is designated park land and is known as "Hubbard Park" located on Parker Street, Springfield, Massachusetts; and

WHEREAS, an abutter to Hubbard Park is Unifirst Corporation, a business operating in Springfield; and

WHEREAS, Unifirst Corporation has a need to expand its parking lot in order to provide for increases in its business, deliveries, employee parking, to improve storm water infrastructure, and to improve the overall safety of the parking area site which has been negatively impacted by on street vehicular activity and parking; and

WHEREAS, the only feasible way to accomplish the expansion of the Unifirst parking lot is to transfer to Unifirst a small portion of the 38 acres Hubbard Park land (0.63 acres) as depicted and described in Exhibit 1 attached hereto showing Parcel A as the land proposed to be transferred to Unifirst ("Parcel A"); and

WHEREAS, the sale of designated park property for a non-park use requires the approval of state Legislature pursuant to the Constitution of the Commonwealth of Massachusetts, and a draft Act seeking such approval of the sale of Parcel A and granting of a license agreement to Unifirst for this purpose, entitled "AN ACT AUTHORIZING THE CITY OF SPRINGFIELD TO CONVEY CERTAIN PARK LAND AND TO GRANT A LICENSE AGREEMENT OVER CERTAIN PARK LAND TO UNIFIRST CORPORATION", is attached hereto as Exhibit A;

WHEREAS, the Springfield Park Commission has determined that the transfer of the depicted Parcel A will not have a deleterious impact on the operation, activity, and availability of Hubbard

Park to the public, that no specific recreation resources, facilities, activities, or opportunities will be impacted, that Parcel A consists of passive use land; that the remaining 38.3 acres of Hubbard Park allows for the continued use of Hubbard Park, and the Springfield Park Commission has voted its approval of the transfer of Parcel A to Unifirst; and

WHEREAS, on or about January 14, 2009 Unifirst made a presentation to the Indian Orchard Neighborhood Council which approved the transfer of Parcel A to Unifirst with recommendations to find suitable replacement property; and

WHEREAS, Solutia, Inc. has agreed to gift to the City "replacement" park property being Solutia Park, Page Boulevard, servicing both Indian Orchard and East Springfield neighborhoods, and consisting of just over 20 acres of open space with both active and passive recreation areas, developed space and undeveloped wooded and wetland space, existing electrical service, baseball/softball field, basketball court with light stanchions, pavilion, and maintenance/restrooms structure, and the Springfield Park Commissioners have voted to accept this gift of park land; and

WHEREAS, the replacement of 20 acres of Solutia Park for the transfer of 0.6 acres of Hubbard Park has been reviewed by the United States Department of the Interior, National Parks Service which has given its approval to the transfer of Parcel A to Unifirst and the receipt of Solutia Park as replacement property; and

WHEREAS, the City Planning Board, on October 19, 2011, voted in favor of a zone change of Parcel A to Commercial P which limits the use of Parcel A to open air parking and precludes Unifirst from erecting any structures thereon; and

WHEREAS, in consideration of the transfer of Parcel A, Unifirst agrees (see Purchase and Sale Agreement and Memorandum of Understanding, attached hereto as Exhibit 2):

1. To pay Two Hundred Thousand Dollars (\$200,000.00) for the cost of Parcel A and the cost to repair Hubbard Park parking lots
2. To pay Eighty Thousand Dollars (\$80,000.00) for improvements to Solutia Park

3. Unifirst will plant at least 80 saplings in Hubbard Park to replace trees felled by making Parcel A into a parking lot
4. Unifirst will construct an appropriate retaining wall to the parking lot and replacement gates at the access road to Parcel A
5. Unifirst shall not place snow, ice, debris, or other objects on Hubbard Park property
6. Unifirst will maintain the retaining wall pursuant to a License Agreement with the City (see attached Exhibit 3); and

WHEREAS, the transfer of Parcel A to Unifirst consistent with the terms and conditions stated herein and in the attached Exhibits provides an appropriate balance of the City's interest in assisting Springfield businesses in expanding their business in Springfield with the important consideration of preserving park space for the public's use; and

WHEREAS, it is in the best interest of the City to approve the transfer of Parcel A to Unifirst and to grant the License to Unifirst;

NOW THEREFORE, BE IT ORDERED:

- A. That the City Council hereby declares Parcel A available for disposition to Unifirst for the purpose of expanding its parking, and that the Mayor of the City of Springfield be, and hereby is authorized on behalf of the City of Springfield, to take any and all steps necessary to secure the passage by the General Court of the special legislation entitled "AN ACT AUTHORIZING THE CITY OF SPRINGFIELD TO CONVEY CERTAIN PARK LAND AND TO GRANT A LICENSE AGREEMENT OVER CERTAIN PARK LAND TO UNIFIRST CORPORATION" in substantially the same form as the draft Act attached hereto as Exhibit A;
- B. That upon enactment by the General Court of the above referenced "AN ACT AUTHORIZING THE CITY OF SPRINGFIELD TO CONVEY CERTAIN PARK LAND AND TO GRANT A LICENSE AGREEMENT OVER CERTAIN PARK LAND TO UNIFIRST CORPORATION", that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield, to execute and deliver a Quitclaim Deed and a License Agreement to Unifirst Corporation, consistent with the consideration and the

terms and conditions of the attached Purchase and Sale Agreement and Memorandum of Understanding (Exhibit 2), and License Agreement (Exhibit 3), as the same may be amended, for the transfer of title of Parcel A, as depicted on the attached Plan of Thomas Wilson & Associates, entitled "Division of Land, Unifirst Corporation, 295 Parker Street, Springfield, MA.", dated 4/21/09 (Exhibit 1, p.2), as bounded as described on Exhibit 1, p.1.

EXHIBIT A

AN ACT AUTHORIZING THE CITY OF SPRINGFIELD TO CONVEY CERTAIN PARK LAND AND TO GRANT A LICENSE AGREEMENT OVER CERTAIN PARK LAND TO UNIFIRST CORPORATION

SECTION 1. Notwithstanding any general or special law to the contrary, but subject to paragraphs (a), (b) and (g) of section 16 of chapter 30B <javascript:void(0);> of the General Laws, the city of Springfield, acting by and through its city council, with the approval of its mayor, may convey a portion of a certain parcel of land known as Hubbard Park, acquired by the city for use as a public park, to UniFirst Corporation, an abutter, for the expansion of its parking lot. The property to be conveyed contains approximately .63 acres and is shown as 'Parcel A' on a plan entitled "Division of Land, UniFirst Corporation, 295 Parker Street, Springfield, MA" dated April 21, 2009 and prepared by Thomas Wilson & Associates, Professional Land Surveyors of East Longmeadow, MA, on file in the office of the city clerk.

SECTION 2. The city of Springfield, acting by and through its city council, with the approval of its mayor, may also grant to UniFirst Corporation a perpetual license to enter upon Hubbard Park to provide UniFirst with access to construct and maintain a retaining wall to the parcel being conveyed by the city pursuant to this act and to plant trees within Hubbard Park if UniFirst expands its parking lot onto Parcel A.

SECTION 3. In consideration for the conveyance of the portion of park land known as 'Parcel A' and the grant of a license to enter upon Hubbard Park, as set forth in sections 1 and 2, the grantee, UniFirst Corporation, shall be subject to the following terms and conditions:

- (1) UniFirst shall pay to the city of Springfield the sum of \$200,000 for the cost of the conveyance of 'Parcel A' and to defray the cost of improving existing parking lots in Hubbard Park;
- (2) UniFirst shall pay to the city of Springfield the sum of \$80,000 to defray, in part, the cost of improvements to Solutia Park, also known as Plastics Park, that being a parcel of land containing approximately 20 acres, to be donated by Solutia to the city of Springfield to be held by the city as replacement park property to ensure a no net loss of park land; provided, however, that if Solutia fails to deliver the property known as Plastics Park to the city of Springfield as a portion of the consideration for the conveyance authorized in section 1, the city of Springfield shall not convey the land to Unifirst Corporation pursuant to said section 1;

- (3) UniFirst shall plant not less than 80 saplings within Hubbard Park to replace trees lost by the conveyance of 'Parcel A' if UniFirst expands its parking lot onto Parcel A;
 - (4) UniFirst shall construct a retaining wall at the northerly edge of its parking lot, subject to the approval of the executive director of parks, buildings and recreation management of the city of Springfield, which approval shall not be unreasonably withheld, if UniFirst expands its parking lot onto Parcel A;
 - (5) UniFirst shall replace the existing gates at each end of the access road on 'Parcel A', subject to the approval of the executive director of parks, buildings and recreation management of the city of Springfield, which approval shall not be unreasonably withheld, if UniFirst expands its parking lot onto Parcel A;
 - (6) UniFirst shall not place snow, ice, debris or other objects on the remaining city-owned Hubbard Park property; and
 - (7) UniFirst shall enter into a written license agreement with the city and approved by the board of park commissioners of the city of Springfield, which shall define the terms and conditions of the license granted to UniFirst to enter upon Hubbard Park property to construct, repair and maintain the retaining wall and to plant trees.
- SECTION 4. This act shall take effect upon its passage.

FISCAL IMPACT:

If sale approved by the Legislature, Buyer would pay the City \$280,000.00.

EX. 1, P. 1

The land in Springfield, Hampden County, Massachusetts shown as Parcel A on a plan of land entitled "Division of Land Unifirst Corporation 295 Parker Street Springfield, MA ..." prepared by Thomas Wilson & Associates and dated 4/21/09. Parcel A is more particularly described as follows:

Beginning at an iron pin set in the easterly side of Parker Street, which iron pin is six hundred sixty-four and 45/100 (664.45) feet southerly from a concrete bound in the easterly side of Parker Street, thence running

S 76° 02' 55" E a distance of ninety and 00/100 (90.00) feet along land now or formerly of the City of Springfield and shown on said plan as "Hubbard Park Land of the City of Springfield" to an iron pin set; thence running

Southeasterly along a curve with a radius of 1238.00 feet and a length of five hundred eighty-five and 25/100 (585.25) feet along said last-named land to an iron pin set in the "R.R. Sideline" as shown on said plan; thence turning and running

S 76° 41' 08" W a distance of forty-seven and 44/100 (47.44) feet along the "R.R. Sideline" as shown on said plan to a point; thence turning and running

N 60° 45' 55" W a distance of five hundred forty and 64/100 (540.64) feet along land now or formerly of Unifirst Corp. and shown on said plan as "Unifirst Corp." to a point; thence running

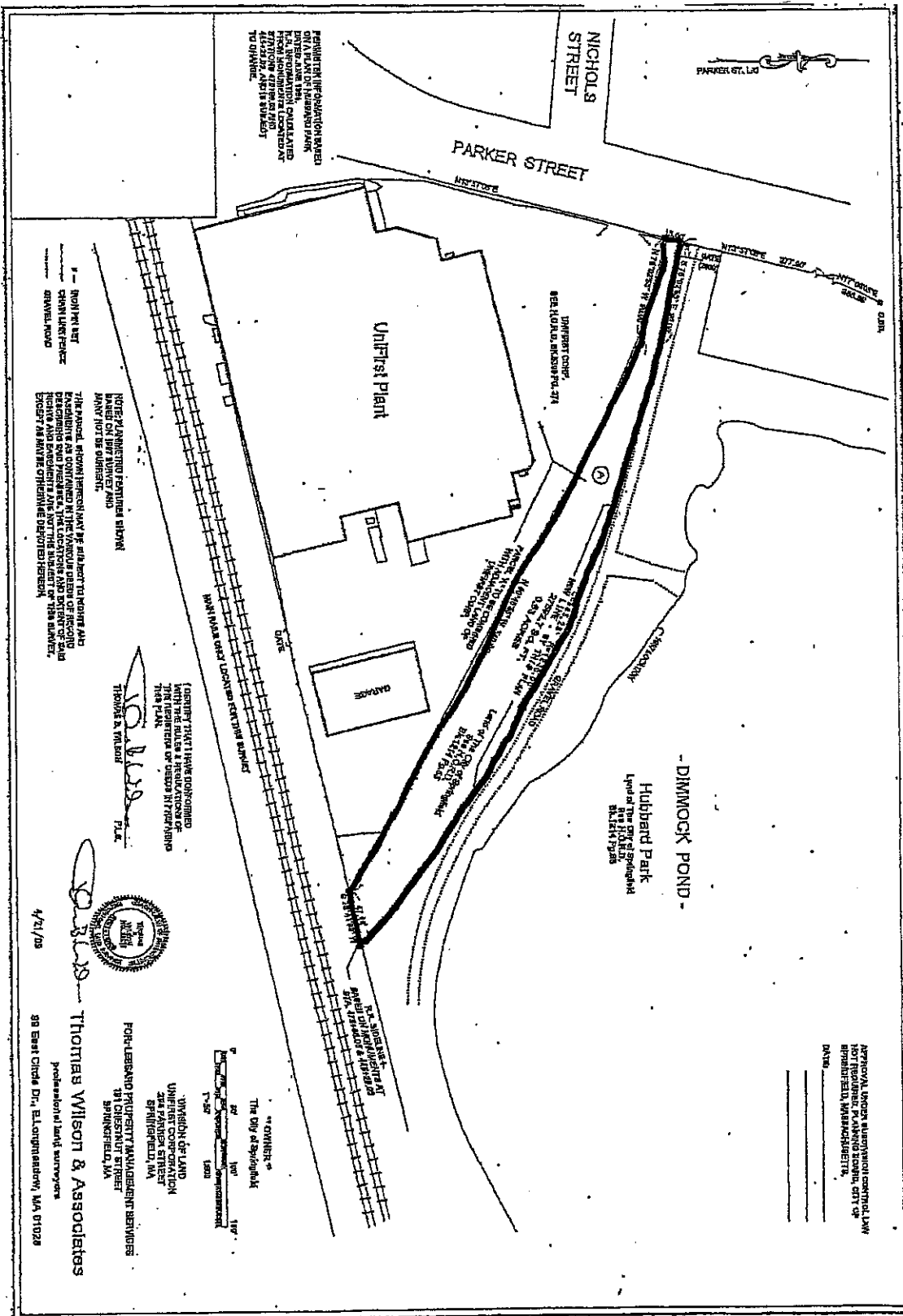
N 76° 02' 55" W a distance of ninety and 00/100 (90.00) feet along said last-named land to a point in the easterly side of Parker Street; thence turning and running

N 13° 57' 05" E a distance of fifteen and 00/100 (15.00) feet along Parker Street to the point of beginning.

Containing 27592.7 sq. ft. or 0.63 acres according to said plan.

Being a portion of the premises described in a deed to the City of Springfield recorded in the Hampden County Registry of Deeds in Book 1214, Page 65.

EX. 1, P. 2



EX 2

CH#2000865

PURCHASE AND SALE AGREEMENT

1. PARTIES AND MAILING ADDRESSES

This ____ day of December, 2011, City of Springfield, a Massachusetts municipal corporation, of 36 Court St., Springfield, MA 01103, hereinafter called the SELLER, agrees to SELL and UniFirst Corporation, a Massachusetts corporation, having offices at 68 Jonspin Rd., Wilmington, MA 01887 and 295 Parker St., Springfield, MA, hereinafter called the BUYER, agrees to BUY, upon the terms hereinafter set forth, the following described premises (the "premises" or "Premises"):

2. DESCRIPTION

A portion of land now known as Hubbard Park, located in Indian Orchard, Springfield, Hampden County, Massachusetts consisting of approximately .63 acres as set forth in the attached Exhibit A containing a metes and bounds description of the premises, and shown on a plan to be recorded upon transfer of the premises. Said premises being a portion of that owned by SELLER pursuant to a deed recorded in the Hampden County Registry of Deeds at Book 1214, Page 65.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith, including without limitation any and all storm water drains/pipes located on the Premises.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER (or to BUYER'S nominee as elected by BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided), and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal assessments, betterments and/or orders for which assessments may be made after the date of this agreement;
- (d) Easements, restrictions and reservations of record, if any, which do not materially affect the proposed use of the premises as a parking area; and
- (e) Usual public utilities servicing the premises, if any.

5. CONSIDERATION

The agreed purchase price for the premises is Two Hundred Eighty Thousand and 0/100 (\$280,000.00) Dollars, which sum shall be paid by two separate attorney's trust fund checks at the time of closing (as defined herein), as follows:

- a. \$200,000 payable to the SELLER to defray in part the cost of improving the existing public parking lot(s) in Hubbard Park and the cost of the premises.
- b. \$80,000 payable to the SELLER to defray in part the cost of procurement of replacement property or at the SELLER'S option, improvements thereon.

No deposit shall be payable with respect to this transaction.

6. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such Deed is to be delivered at 2:00 o'clock P.M. on the 17th day of January, 2012, at the office of the BUYER'S attorneys, Annino, Draper & Moore, P.C., 1500 Main Street, Suite 2504, Springfield, Massachusetts, unless otherwise agreed upon in writing. BUYER shall grant all reasonable SELLER requests for extensions, specifically with respect to obtaining government approval of the sale as required by applicable law. In the event that SELLER is able to perform prior to the January 17, 2012 scheduled closing the BUYER shall make every effort to perform as soon as possible upon reasonable notice by the SELLER of its ability to perform. If the SELLER shall be unable to perform prior to March 31, 2012, the BUYER shall have the option of cancelling this agreement by written notice of same to the SELLER, in which event any payments made under this agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

7. POSSESSION and CONDITION of PREMISES

Full possession of said premises is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to herein. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

8. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days.

9. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of any applicable extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein

agreed, then the BUYER shall have the option of accepting the premises in its current state in which case SELLER shall perform in accordance with the terms set forth herein, or terminating this agreement in which event any payments made under this agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

10. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed including specifically the requirements set forth in Exhibit B (Memorandum of Understanding) and the License Agreement attached hereto as Exhibit C.

11. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

12. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has it relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following warranties and representations, if any, made by the SELLER: "None". The BUYER(s) acknowledges that it has had the opportunity to have the property inspected by mechanical, structural, environmental, building and any other inspectors of its choosing and that it has had such inspections or waived the same.

13. ADDITIONAL DOCUMENTS

The BUYER shall furnish to the SELLER documents evidencing compliance with the conditions set forth in Exhibit B (Memorandum of Understanding) within 30 days of their completion.

14. ACCESS

The SELLER shall make the premises available upon reasonable advance notice for inspection and measurement at any time prior to the delivery of the deed by representatives and designees (including surveyors and appraisers) of the BUYER.

15. NOTICES

All notices required or permitted hereunder shall be sent by facsimile with proof of receipt or by certified mail, return receipt requested, to the parties at their respective addresses as set forth below:

SELLER	Mayor Domenic J. Sarno City of Springfield 36 Court St. Springfield, MA 01103 Fax (413) 787-6104	copy to:	Edward M. Pikula, City Solicitor City of Springfield 36 Court St. Springfield, MA 01103 Fax (413) 787-6173
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Patrick J. Sullivan, Executive Director
 Parks, Bldg, Rec Mgt
 200 Trafton Road
 Springfield, Mass. 01108
 Fax (413) 787-6181

BUYER Michael R. Fuller, Esq.
 UniFirst Corp.
 295 Parker St.
 Springfield, MA 01151
 Fax (413) 543-6989

copy to: Calvin W. Annino, Jr., Esq
 Annino, Draper & Moore, P.C.
 1500 Main St., Suite 2504
 P.O. Box 15428
 Springfield, MA 01115-5428
 Fax (413) 732-3339

Notice shall be deemed received (a) if sent by facsimile, on the date the notice is sent if sent during normal business hours, otherwise it shall be deemed received on the following business day or (b) if sent by certified mail, three (3) business days after the notice is deposited with the U.S. Postal Service with proper postage affixed.

16. CONSTRUCTION OF AGREEMENT

This instrument is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

17. PRACTICE AND TITLE STANDARDS

Any matter of practice arising under or relating to this agreement which is the subject of a practice standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent possible. Any title matter which is the subject of a title standard of the Massachusetts Real Estate Bar Association at the time of delivery of the deed shall be governed by said title standard to the extent applicable. The law of the Commonwealth of Massachusetts shall govern this contract. The exclusive venue regarding disputes of any terms contained herein shall be the Hampden County Superior Court, or the Springfield District Court.

18. FUEL STORAGE TANKS.

The parties acknowledge that the Massachusetts Board of Fire Prevention has issued regulations governing the maintenance, repair and removal of fuel storage tanks to prevent and detect leakage of tank contents into surrounding soil and water supplies. The SELLER hereby discloses that there are NOT fuel storage tank(s), either above or underground at the premises. SELLER shall provide, prior to closing, a certificate of disposal/removal for all tanks previously removed from the premises by SELLER, if any, whether underground or above ground, as evidence that storage tanks were properly disposed of.

19. NO BROKER.

The SELLER and the BUYER represent to each other that neither of them have dealt with any broker with respect to the sale and purchase of the premises. In the event that the representations set forth in this paragraph prove to be untrue, then the defaulting party agrees to indemnify and hold the non-defaulting party harmless from all damages, costs, expenses and attorneys' fees incurred by the non-defaulting party on account of such default. This paragraph shall survive delivery of the deed.

20. ADDITIONAL DOCUMENTATION AT CLOSING.

The SELLER agrees to execute and deliver simultaneously with the delivery of the Deed such certifications as may reasonably be required by the BUYER'S attorney including, without limitation, documents relating to the absence of tenants at the premises, the absence of mechanic's or materialmen's liens, and the payment of municipal liens.

21. ADDITIONAL PROVISIONS

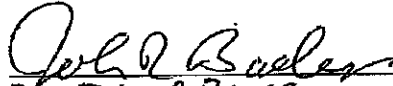
- a. SELLER has no actual knowledge of any pending assessment for the repair, maintenance, improvement or expansion of the water or sewer systems or for any other public improvement of any type that would give rise to an assessment on the Premises.
- b. The BUYER's obligations to make improvements on the Premises as set forth in the attached Memorandum of Understanding identified as Exhibit B and incorporated herein by reference shall survive conveyance of the deed to the Premises.
- c. The sale of the Premises shall be in accordance with all local, state, and federal legal requirements.
- d. Conveyance is subject to approval of a zone change granted by the City of Springfield from Residence B to Commercial P such that the BUYER may use the Premises as a parking lot and related uses, and the running of any applicable appeal period without an appeal having been filed. SELLER's failure to obtain such zone change shall not constitute a breach of the terms of this agreement and neither party shall be liable to the other for any damages or costs associated with said failure. If the City of Springfield shall not have approved such zone change and any appeal period shall not have expired on or before January 31, 2012, either party may terminate this agreement by written notice to the other, and this agreement shall have no further effect.
- e. At the option of the BUYER, conveyance is subject to approval by the City of Springfield of a plan showing the proposed buffer, plantings, wall and/or fence between the remaining property of the SELLER and the Premises, which plan is also satisfactory to the BUYER. If the City shall not have approved such plan on or before January 31, 2012, BUYER may terminate this agreement by written notice to the other, and this agreement shall have no further effect.
- f. Conveyance is subject to approval by the Springfield City Council in accordance with the terms and conditions contained herein and any applicable appeal period having expired without an appeal having been filed. SELLER's failure to obtain such approval shall not constitute a breach of the terms of this agreement and neither party shall be liable to the other for any damages or costs associated with said failure. If the Springfield City Council shall not have approved the conveyance on or before January 31, 2012, either party may terminate this agreement by written notice to the other, and this agreement shall have no further effect.
- g. Conveyance is subject to approval by the Massachusetts State Legislature authorizing special legislation allowing for transfer of the Premises. SELLER's failure to obtain such approval shall not constitute a breach of the terms of this agreement and neither

party shall be liable to the other for any damages or costs associated with said failure. If the Massachusetts Legislature shall not have approved the conveyance on or before January 31, 2012, either party may terminate this agreement by written notice to the other, and this agreement shall have no further effect.

- h. Conveyance is subject to approval by the Massachusetts Secretary of Energy and Environmental Affairs. SELLER's failure to obtain such approval shall not constitute a breach of the terms of this agreement and neither party shall be liable to the other for any damages or costs associated with said failure. If the Secretary of Energy and Environmental Affairs shall not have approved the conveyance on or before January 31, 2012, either party may terminate this agreement by written notice to the other, and this agreement shall have no further effect.
- i. Conveyance is subject to permission from the United States Department of the Interior to convert the Premises to other than public outdoor recreation use. SELLER's failure to obtain such permission shall not constitute a breach of the terms of this agreement and neither party shall be liable to the other for any damages or costs associated with said failure. If the Department of the Interior shall not have given such permission on or before January 31, 2012, either party may terminate this agreement by written notice to the other, and this agreement shall have no further effect.
- j. Conveyance is subject to the approval by the Massachusetts State Legislature authorizing the License Agreement attached hereto as Exhibit C, which License Agreement allows for the licensing of Hubbard Park to the BUYER for the purposes set forth therein. SELLER'S failure to obtain such approval shall not constitute a breach of the terms of this agreement and neither party shall be liable to the other for any damages or costs associated with said failure. If the Massachusetts Legislature shall not have approved the License Agreement on or before January 31, 2012, either party may terminate this agreement by written notice to the other, and this agreement shall have no further effect.

IN WITNESS WHEREOF, the parties have executed this agreement, all as of the date first above written.

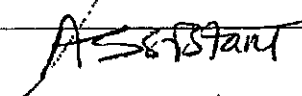
UNIFIRST CORPORATION
BUYER:


By: John R. Bost
Vice President

SELLER:


By:
Executive Director, Dept. of Parks, Buildings,
and Recreational Management

Approved as to Form:


Assistant City Solicitor

Approved:



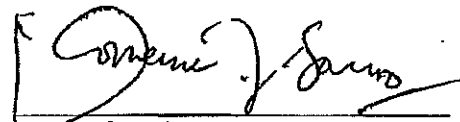
Lauren Ashels, Chief Procurement Officer

W Approved as to Appropriation ^{p/a}



Patrick S. Buino, Comptroller 3/27/12

Approved:



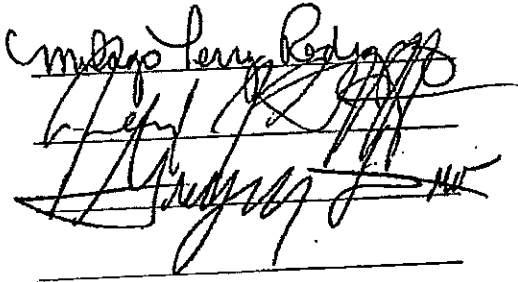
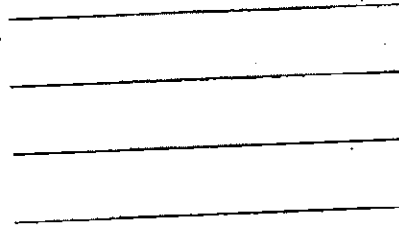
Mayor Domenic J. Sarno
Dated:

**City Contract #20120865
Purchase and Sale Agreement**

Signature page, continued.

**FOR THE SELLER,
CITY OF SPRINGFIELD, MASSACHUSETTS:**

BOARD OF PARK COMMISSIONERS

Handwritten signature of Christopher Perry Rodriguez, written over four horizontal lines.Four horizontal lines provided for additional signatures.

Ex 2

EXHIBIT B
MEMORANDUM OF UNDERSTANDING

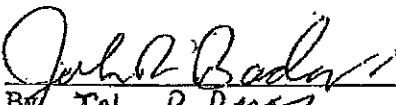
The following agreement and obligations shall survive conveyance of the subject Premises as identified in a purchase and sale agreement between the City of Springfield (SELLER) and UniFirst Corporation (BUYER) conveying approximately .6 acres and being a portion of the property now known as Hubbard Park, and acceptance of the Deed to said Premises by the BUYER. In consideration of the sale price as set forth in said purchase and sale agreement and subsequent transfer and acceptance of the premises the parties hereby agree to the following:

- A. UniFirst agrees to plant up to 80 saplings in Hubbard Park to replace trees that will be felled during construction of UniFirst's expanded parking lot. The variety (within reason) and location of saplings will be at the discretion of the Department of Parks, Buildings and Recreational Management ("PBRM"). Time of planting to be agreed upon between UniFirst and Executive Director of PBRM. Buyer to complete planting of said saplings within sixty (60) days of completion of parking lot construction. Buyer to replace deceased saplings within one year of initial planting of saplings.
- B. UniFirst will construct a retaining wall at the Northerly edge of its parking lot. The retaining wall will vary in height between 0 (essentially no wall) and approximately 14' in height. It will be faced with a material and surface that will discourage graffiti, and will complement the character of the surrounding Hubbard Park. Buyer to provide Executive Director of PBRM with plans for retaining wall and construction of said wall is subject to written approval of Executive Director of PBRM, which approval will not be unreasonably withheld or delayed.
- C. UniFirst will replace the pre-existing gates at each end of the access road on the Premises in conjunction with parking lot construction, such replacement to be completed at or before completion of the parking lot construction. Buyer to provide Executive Director of PBRM with plans for said gates and construction/installation of said gates is subject to written approval of the Executive Director of PBRM, which approval will not be unreasonably withheld or delayed.
- D. UniFirst shall not be allowed to place snow, ice, debris or other objects on City park property.
- E. BUYER shall provide written evidence of compliance with the requirements set forth herein to Executive Director of PBRM within 30 days of their completion.

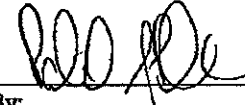
Items A., B. and C. above shall not apply unless UniFirst expands its parking lot onto the Premises. If UniFirst does not begin expansion of the parking lot on or before June 29, 2012, UniFirst agrees to erect a fence on the northerly side of the Premises on or before June 29, 2012 in order to discourage the public from entering the Premises from Hubbard Park.

IN WITNESS WHEREOF, the parties have executed this agreement,

UNIFIRST CORPORATION
BUYER:


By: John R. Bader
Vice President

SELLER:


By:
Executive Director, Dept. of Parks, Buildings,
and Recreational Management

Approved:  City Solicitor

Juven Ambilo
 , Chief Procurement Officer

Approved as to Appropriation: *N/A*

Peetrick S. Bruns 3/27/12
Peetrick S. Bruns, Comptroller
Approved:

Mayor Domenic J. Sarno
Dated: _____

Ex 2**FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT**

This First Amendment (hereinafter the "Amendment") to a certain Purchase and Sale Agreement dated December 2011 with respect to a portion of land now known as Hubbard Park, consisting of approximately .63 acres of land (hereinafter the "Agreement") is made this _____ day of December, 2012 between the City of Springfield, Massachusetts (hereinafter referred to as the "SELLER"), and UniFirst Corporation (hereinafter referred to as the "BUYER").

The Agreement is hereby modified and amended as follows:

1. Paragraph 6 of the Agreement, entitled "TIME FOR PERFORMANCE; DELIVERY OF DEED" is hereby amended by deleting from the first sentence the date "the 17th day of January, 2012" and inserting in its place the date "the 29th day of March, 2013"; by deleting from the third sentence thereof the date January 17, 2012 and inserting in its place the date March 29, 2013; and by deleting from the fourth sentence thereof the date March 31, 2012 and inserting in its place the date July 1, 2013.
2. Paragraph 21.e. of the Agreement is hereby deleted in its entirety and replaced with the following:

Conveyance is subject to approval by the City of Springfield Conservation Commission of an Amendment to the Order of Conditions issued to the BUYER on October 29, 2009 with respect to DEP File No. 294-538 such that the BUYER may perform its obligations set forth on Exhibit B attached hereto (Memorandum of Understanding), including without limitation construction of the retaining wall. If the Conservation Commission shall not have approved such amendment on or before March 29, 2013, BUYER may terminate this Agreement by written notice to the SELLER, and this agreement shall have no further effect.

3. Paragraph 21.g. of the Agreement is hereby amended by deleting therefrom the date January 31, 2012 and inserting in its place the date February 28, 2013.
4. Paragraph 21.h. of the Agreement is hereby amended by deleting therefrom the date January 31, 2012 and inserting in its place the date February 28, 2013.

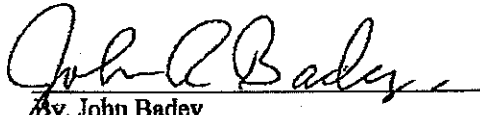
5. Paragraph 21.j. of the Agreement is hereby amended by deleting therefrom the date January 31, 2012 and inserting in its place the date February 28, 2013.
6. Exhibit B to the Agreement (Memorandum of Understanding) is hereby amended by deleting therefrom the final paragraph and inserting in its place the following paragraph:

Items A., B. and C. above shall not apply unless UniFirst expands its parking lot onto the Premises. If UniFirst does not begin expansion of the parking lot on or before (a) July 1, 2013, or (b) that date which is sixty (60) days after the transfer of the Premises from the City to UniFirst, whichever is later (the "Expansion Date"), UniFirst agrees to erect a fence on the northerly side of the Premises on or before the Expansion Date in order to discourage the public from entering the Premises from Hubbard Park.

Except as modified by this Amendment, the terms and provisions contained in the Agreement remain in full force and effect and are hereby approved, ratified and confirmed.

UNIFIRST CORPORATION

BUYER:


By, John Badey
Its, Vice President of Engineering

SELLER:

By:
Executive Director, Dept. of Parks, Buildings,
and Recreational Management

Approved as to Form:

City Solicitor

Approved:

, Chief Procurement Officer

Approved as to Appropriation:

, Comptroller

Approved:

Mayor Domenic J. Sarno
Dated:

EX. 3

LICENSE AGREEMENT

This ____ day of _____, 2011, the City of Springfield, through its Board of Park Commissioners (hereinafter "Licensor") hereby grants to UniFirst Corporation, a Massachusetts corporation, having offices at 68 Jonspin Rd., Wilmington, MA 01887 and 295 Parker St., Springfield, MA (hereinafter "Licensee"), a license to enter onto City park property commonly known as Hubbard Park (hereinafter "Hubbard Park") located in Indian Orchard, Springfield, Hampden County, MA, subject to the terms stated herein.

Whereas, the Licensee has entered into a Purchase and Sale Agreement (the "Purchase Agreement") with the City of Springfield to purchase a parcel of land which is currently a portion of the Hubbard Park real property for the amount of Two Hundred Eighty Thousand and 0/100 (\$280,000.00) Dollars, together with other good and valuable consideration as set forth in the Purchase Agreement and the exhibits annexed thereto;

Whereas, the Licensee's purpose for obtaining said property is to construct a parking lot which will also require the construction of a retaining wall;

Whereas, in order to plant trees and to construct and maintain said parking lot and retaining wall, all as set forth in the Purchase Agreement, the Licensee requires access to Hubbard Park;

Whereas, the City of Springfield Board of Park Commissioners has reviewed and approved this License Agreement as evidenced by the Vote attached hereto as Exhibit 'A'; and

Whereas, this License Agreement is subject to approval by the Massachusetts State Legislature and will not be valid until such time as it becomes so approved.

In consideration of the City of Springfield granting this License Agreement to the Licensee, Licensee agrees as follows:

1. Prior to entering onto said Hubbard Park the Licensee must obtain written permission through a vote of the Springfield Board of Park Commissioners. Said permission shall be granted or withheld for considerations including but not limited to the scope of access needed, the time period for access, the purpose for access, potential damage to Hubbard Park property, current evidence of insurance, potential liability to the City, proposed remedial steps to repair any damage to Hubbard Park, and the matters contained in this License Agreement. In the case of an emergency temporary access may be granted in writing by the Executive Director of Parks, Bldg., Recreation, Management, until such time as the request may be heard by the Board of Park Commissioners. In any case the Licensee shall have no right (with the exception of those rights of access normally granted to members of the general public) to access Hubbard Park without prior written consent from the Executive Director of Parks, Bldg., Recreation, Management, or vote of the Springfield Board of Park Commissioners.
2. Access to Hubbard Park shall only be granted on dates and times agreed to by the Licensor through its Board of Park Commissioners or the Executive Director of Parks, Bldg., Recreation, Management.
3. Access to Hubbard Park shall be limited to only that necessary to plant the trees or to construct or maintain the parking lot or retaining wall on the abutting property.
4. Licensee acknowledges and accepts responsibility for persons entering onto Hubbard Park on its behalf and hereby agrees to indemnify, defend, and hold harmless the City of Springfield, its employees, agents, and officers, against all claims of liability, loss, damage, or death, relating

either to persons or to property, arising in any way out of the entry into or presence upon (including the entry or presence of anyone accompanying the Licensee) or activities performed in Hubbard Park by Licensee, its agents, employees, contractors, consultants or anyone acting on behalf of or with permission of Licensee.

5. Licensee shall obtain General Liability Insurance with combined limits of no less than One Million Dollars and shall obtain vehicle liability insurance for all vehicles used as to this License Agreement with combined limits of no less than One Million Dollars. The insurance shall include broad form coverage and contractual liability coverage insuring Licensee's performance of the indemnity obligations of this License Agreement. The City of Springfield shall be an additional insured (not just certificate holder) on all insurance policies. The Licensee shall require that all contractors performing work as to Hubbard Park provide this same indemnity and the same type and limits of insurance coverage. Certificates of the insurance must be provided to the Board of Park Commissioners upon an application for access under this License Agreement. This License Agreement is not valid unless such certificates have been provided.

6. The Licensee and the persons entering onto Hubbard Park on Licensee's behalf agree that the City makes no warranties or representations as to the condition of Hubbard Park and that Licensee and its employees, agents, and contractors enter Hubbard Park "as is" and perform activities in Hubbard Park at their own risk. The Licensee and the persons entering onto Hubbard Park on Licensee's behalf accept that there are health and safety risks associated with doing their activities and they agree to assume all of these risks and agree not to bring any claims against the City of Springfield for any injuries or damages that may occur to Licensee or to the persons arising out of entering onto Hubbard Park and while on land of the City of Springfield and to indemnify the City of Springfield for any claims brought as a result of any such injury or damage to person or any property. Licensee shall notify all parties working on its behalf of this provision and include this provision in any contracts with Licensee for entry upon or activities to be performed regarding Hubbard Park.

7. Licensee hereby agrees to comply with all federal, state and local statutes applying to all activities while on Hubbard Park.

8. Licensee agrees to require that its agents, employees, or contractors, will not interfere with or inconvenience City operations or City workers.

9. Licensee agrees that its agents, employees, or contractors will use reasonable efforts not to damage or destroy the property of the City and that upon completion of construction and/or maintenance, the Licensee will restore the property to its condition prior to said maintenance and/or construction within thirty (30) calendar days of completion of the construction and/or maintenance, or such other time limit as may be allowed by the Board of Park Commissioners. A failure to timely restore the premises shall be a material breach of this Agreement. The foregoing shall not apply to trees planted by the Licensee at the direction of the Executive Director of Parks, Bldg., Recreation, Management; in which case the newly planted trees will remain, while the surrounding areas, if damaged, will be restored.

10. The City of Springfield may revoke permission to enter at any time based on a violation of this License Agreement or failure to comply with terms approved by the Board of Park Commissioners, without advance notice, irrespective of any incurred expense or labor, and in no event will the Licensee be entitled to any reimbursement for expense or labor, lost profits, special, incidental, punitive, exemplary or consequential damages from the City of Springfield.

11. Access and performance of maintenance and/or construction by Licensee shall be performed in the least intrusive manner to visitors to Hubbard Park.

12. The License Agreement is valid only for the Licensee and is not transferable to another individual or entity.

13. This License Agreement shall not affect the rights of the Licensee and its employees, agents, and officers to enter the Hubbard Park property as members of the public for recreational purposes.

IN WITNESS WHEREOF, the parties have executed this License Agreement, all as of the date first above written.

UNIFIRST CORPORATION
LICENSEE:

LICENSOR:

By,
Its,
Date Signed _____

By:
Executive Director, Dept. of Parks, Buildings,
and Recreational Management
Date Signed _____

BOARD OF PARK COMMISSIONERS

Name

Date Signed

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Approved as to Form:

, City Solicitor

Approved:

, Chief Procurement Officer

Approved as to Appropriation:

, Comptroller

Approved:

Lee C. Erdmann, Chief Administrative and
Financial Officer

Approved:

Mayor Domenic J. Sarno
Dated:



City of Springfield

SCHEDULED

Meeting: 12/17/12 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1972

3.11

Supportive Housing Grant - \$636,585 - No Match (Mayor Sarno)

WHEREAS, the Office of Housing ("Department") has been awarded a Supportive Housing grant in the amount of \$636,585.00 from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has re-organized three Western Massachusetts funding districts into two funding districts; and

WHEREAS, the Department will now be allocated the funding for programs operated by Hampden County and the cities of Holyoke, Chicopee, and Westfield; and

WHEREAS, the total cost of the programming associated with the Supportive Housing grant will not exceed \$636,585.00; 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:

Supportive Housing Grant: \$636,585.00



U.S. Department of Housing and Urban Development

Office of Community Planning and Development
 Thomas P. O'Neill, Jr. Federal Building
 10 Causeway Street - Fifth Floor
 Boston, Massachusetts 02222-1092

Fax (617) 565-5442

NOV 16 2012

Geraldine McCafferty, Director
 City of Springfield Office of Housing
 16900 E. Columbus Ave.
 Springfield, MA 01103

Subject: MA-501 Holyoke/Franklin, Hampden, Hampshire Counties CoC, MA-504
 Springfield CoC, MA-507 Pittsfield/Berkshire County CoC Reorganization

Dear Ms. McCafferty:

This letter is written in order to confirm HUD approval of the reorganization of the MA-501 Holyoke/Franklin, Hampden, Hampshire Counties, and MA-504 Springfield, MA-507 Pittsfield/Berkshire County Continuum of Care's (CoC). The MA-501 CoC has been dissolved and its geography and projects are allocated by agreement to MA-504 Springfield (assumes Hampden County, Holyoke, Chicopee, Westfield) and MA-507 Pittsfield/Berkshire County CoC (assumes Northampton, Hampshire and Franklin Counties). The names and numbers of the re-organized CoCs are:

MA-504 Springfield/Holyoke/Chicopee/Westfield/Hampden County CoC
 MA-507 Pittsfield/Northampton/Berkshire, Franklin, Hampshire Counties CoC

The Springfield CoC has agreed to absorb the following eight (8) contracts:

City of Northampton 07-921-7444
 MA-501 - REN - Mental Health Assn. SPC S+C SRA \$80,760
 MA0250C1T011104/MA0250C1T011003

City of Northampton 07-921-7444
 MA-501 - REN - United Veterans of America Housing Program
 SHP TH \$72,450
 MA0075B1T011104/MA0075B1T011003

City of Northampton 07-921-7444
 MA-501 - REN - Samaritan Inn Transition Program SHP TH \$104,991
 MA0073B1T011104/MA0073B1T011003

City of Northampton 07-921-7444
 MA-501 - REN - Dwight Clinton Transitional Housing SHP TH \$55,493
 MA0065B1T011104/MA0065B1T011003

Attachment: shp grant coc northampton (1972 : Supportive Housing Grant - \$636,585 - No Match)

City of Northampton 07-921-7444
MA-501 - REN - HIV/AIDS Residential Program SHP PH \$42,018
MA0068B1T011104/MA0068B1T011003

City of Northampton 07-921-7444
MA-501 - REN - Next Step SHP PH \$106,022
MA0071B1T011104/MA0071B1T011003

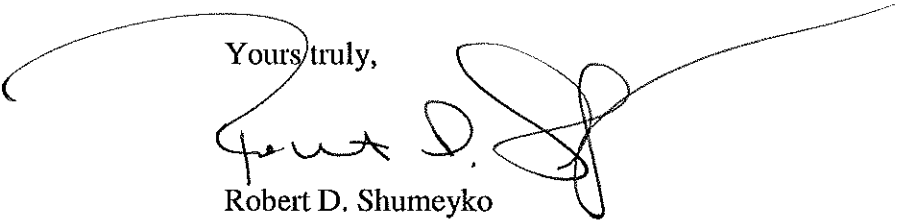
City of Northampton 07-921-7444
MA-501 - REN - Loreto House SHP TH \$80,351
MA0070B1T011104/MA0070B1T011003

City of Northampton 07-921-7444
MA-501 - REN - Leahy House SHP PH \$94,500
MA0069B1T011104/MA0069B1T011003

HUD will prepare amended contracts which name the City of Springfield as grantee for each of these programs. The grant amounts reflected above are the annual amounts for each grant. The City of Springfield will operate each grant for the remainder of each respective grant term from December 1, 2012 until expiration.

Thank you for your assistance. If you have any questions, please contact Paula Newcomb, Senior CPD Representative, at 617-994-8378 or paula.newcomb@hud.gov.

Yours/truly,



Robert D. Shumeyko
Director

Attachment: shp grant coc northampton (1972 : Supportive Housing Grant - \$636,585 - No Match)



CITY OF NORTHAMPTON
Community and Economic Development Office
 City Hall, 210 Main Street
 Northampton, MA 01060-3199
 (413) 587-1001 Fax: (413) 587-1275

November 26, 2012

Ms. Geraldine McCafferty, Director of Housing
 City of Springfield
 1600 E. Columbus Avenue
 Springfield, MA 01103

Dear Gerry:

Enclosed find two (2) copies of the Grant Agreement Amendments for Continuum of Care Supportive Housing Grants, currently administered by the City of Northampton. These Amendments transfer all legal responsibilities from the City of Northampton to the City of Springfield as of December 1, 2012. The following Amendments are enclosed:

<u>Project Number</u>	<u>Project</u>
➤ MA0065B1T011104	HAP / Her Turning Point
➤ MA0068B1T011104	River Valley HIV/AIDS
➤ MA0069B1T011104	MHA Leahy House
➤ MA0070B1T011104	Providence Loreto House
➤ MA0071B1T011104	HRU Next Step
➤ MA0073B1T011104	Samaritan Inn
➤ MA0364B1T011000	Soldier On Gordon Mansfield Vets Village
➤ MA0250C1T011104	MHA Shelter Plus Care Holyoke Chicopee

Please sign all copies of each amendment and return two original (2) copies to HUD and a copy to me at the above address for our files.

Thanks, ,

Cam Leon
 Cam Leon
 Community Development Assistant Administrator

Enclosure(s)

Cc: Paula Newcomb, HUD

Attachment: shp grant coc northampton (1972 : Supportive Housing Grant - \$636,585 - No Match)



City of Springfield

SCHEDULED

Meeting: 12/17/12 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1977

3.12

Appropriation Order - Proceeds from the Sale of Park Land (Mayor Sarno)

WHEREAS, to meet the expenses of the Department of Parks Buildings and Recreation, Appropriations in the amount of \$80,000.00 as itemized below are hereby voted from the following sources, pursuant to Massachusetts General Laws Chapter 44, Section 32, Chapter 44 Section 53 and Chapter 468 of the Acts of 2008, and the recommendation of his Honor the Mayor.

WHEREAS, upon legislative approval of the sale of Park Land located at Hubbard Park to UniFirst Corporation, proceeds from the sale totaling \$80,000.00 are intended for improvements at Solutia/Plastics Park once that property is transferred to the City;

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

IT IS FURTHER ORDERED, that the City Council approves the Appropriations as itemized below to meet the expenses of The Department of Parks Buildings and Recreation

SOURCES

3417-60-630-0000-0000-0000000-00000000-463000-PLAPK

Revenue from Sale of Park Land 80,000.00

TOTAL: **\$ 80,000.00**

USES

3417-60-630-0000-0000-0000000-00000000-580800-PLAPK

Capital Outlay - Infrastructure 80,000.00

TOTAL: **\$ 80,000.00**



City of Springfield

SCHEDULED

Meeting: 12/17/12 07:00 PM
Initiator: Lou DiCarlo
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1969

4.1

Order of Location for the Installation and Maintenance of Underground Utilities

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 WESTERN MASSACHUSETTS ELECTRIC COMPANY, be and it is hereby granted a location for and permission to <<Insert proper utility template>>

Tremont Street - Install New Pole.

<<Enter brief purpose>>

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 December 17, 2012

City Clerk

We hereby certify that on December 3, 2012, at 5:00 PM, at Tremont Street at First Street a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY 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 December 17, 2012, 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.

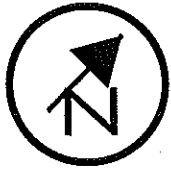
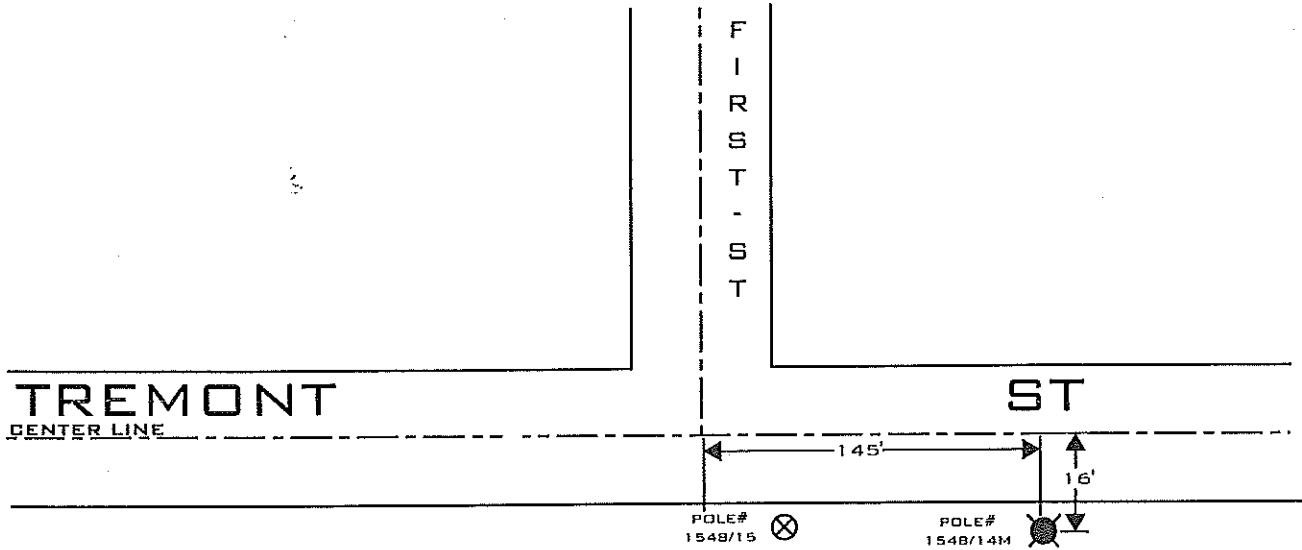
Attest:

City Clerk

WESTERN MASSACHUSETTS ELECTRIC COMPANY

CITY: SPRINGFIELD

STREET: TREMONT ST / FIRST ST



PURPOSE AND DESCRIPTION:

INSTALL NEW 40'2 JOINT POLE TO REDUCE THE SAG IN EXISTING 250' SPAN.
PROPOSED POLE TO BE LOCATED 145' NE OF CENTER LINE OF FIRST ST AND
16' SE OF CENTER LINE OF TREMONT ST.

LEGEND

- ⊗ PROPOSED JOINT POLE
- PROPOSED W.M.E.CO POLE
- ⊗ EXISTING JOINT POLE
- EXISTING W.M.E.CO POLE
- ⊗ EXISTING FOREIGN POLE TO BE MADE JOINT
- ⊗ EXISTING W.M.E.CO POLE TO BE MADE JOINT

- ⬢ HEXHOLE
- Ⓜ HANDHOLE
- MANHOLE / VAULT
- PAD MONT TRANSFORMER
- ⋯ U.G. CONDUIT
- P— U.G. PRIMARY CABLE
- S— U.G. SECONDARY CABLE

DRAWN BY:
MICHAEL WILSON

W.O.#: 6S222350
W.R.#: 1939679

PETITION #:
6154

DISTANCES ARE APPROXIMATE
NOT TO SCALE

Attachment: WMECO & VERIZON PLAN - tremont street #6154 (1969 : Tremont Street - Install New Pole.)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: December 4, 2012

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

The Board of Public Works, to which was referred the petition of Western Massachusetts Electric Company and Verizon New England, Inc. dated October 16, 2012, to install one (1) jointly owned pole in Tremont Street, with said pole being installed in the southerly treebelt about one hundred forty-five (145) feet northeasterly of the centerline of First Street and about sixteen (16) feet southeasterly of the centerline of Tremont Street, all as substantially shown on a plan attached, thereto numbered 6154, which is incorporated herein by reference and to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on December 3, 2012 at 5:00 P.M. at the corner of Tremont Street and First Street after due notice from the office of the City Clerk. Two (2) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the utility company can improve the reliability of the electrical and telephone service in the area.

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

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

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

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

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

Attachment: WMECO & VERIZON REPORT - tremont street #6154 (1969 : Tremont Street - Install New Pole.)

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

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

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

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

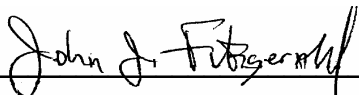
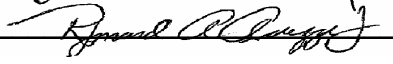
That ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.

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

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

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

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



 _____)
 _____)
 _____)

BOARD OF PUBLIC WORKS

**City of Springfield**

36 Court Street
Springfield, MA 01103

SCHEDULED**ORDINANCE (ID # 1984)**

Meeting: 12/17/12 07:00 PM

Department: Law

Category: Local Law

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

Sponsors: Mayor Domenic J. Sarno

DOC ID: 1984

Fire Commissioner - Qualifications

ORD. NO. ____67-70

AN ORDINANCE (A LOCAL LAW) TO AMEND the Code of the City of Springfield, Chapter 67 thereof, entitled Fire Commissioner, by deleting and repealing section 70.

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

Section 1. Section 70 of Chapter 67, Fire Commissioner, of the Code of the City of Springfield, is hereby amended to read as follows:

Such fire commissioner at the time of appointment shall have had at least ten (10) years of experience in fire service, at least five (5) of which must be at the level of a deputy chief, district chief, or equivalent rank, in a federal, state, or local fire department, or equivalent body of experience in the private sector. Such fire commissioner shall not engage in any other business and shall be sworn to the faithful performance of the office before entering upon the same. The fire commissioner at the time of appointment shall possess an bachelor's degree in fire science or in a field related to his or her duties from an accredited institution of higher learning, or shall be enrolled in a bachelor's degree program in fire science or in a field related to his or her duties from an accredited institution of higher learning.

Section 2. Effective date.

This ordinance (local law) shall become effective _____, 2012.

**City of Springfield**

36 Court Street
Springfield, MA 01103

SCHEDULED**RESOLUTION (ID # 1985)**

Meeting: 12/17/12 07:00 PM
Department: City Clerk
Category: General
Prepared By: Wayman Lee
Initiator: Wayman Lee
Sponsors:
DOC ID: 1985

Caucus

**THE CITY COUNCIL WILL INFORMALLY CAUCUS SUBSEQUENT TO
THE REGULAR MEETING FOR THE PRESIDENT AND VICE
PRESIDENT**