



CITY COUNCIL

City Clerk's Office 1/3/2018

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 January 8, 2018** at 07:00 PM according to Section 12, Rules and Orders of the City Council.

City Clerk

Possible Public Speak-Out Time 6:30 PM

Call to Order

7:00 PM Meeting called to order on January 8, 2018 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Moment of Silence - Pledge of Allegiance

Reports of Committee

Grants

- (1.) Executive Office of Housing and Economic Development (EOHED) Grant - Pynchon Plaza Park Redevelopment - \$3,500,000 - No Match Required (Mayor Sarno)

ATTACHMENTS:

- Pynchon Plaza Award Letter (PDF)
- Pynchon Plaza Grant Set Up (PDF)

- (2.) FY18 Shannon CSI Grant - No Match Required \$595,000 (Mayor Sarno)

ATTACHMENTS:

- FY18 Shannon Grant (PDF)

- (3.) Second Vet Assistant from Foundation for TJO Animals- No Match Required \$12,504.96 (Mayor Sarno)

ATTACHMENTS:

- TJO Vet Assistant Grant (PDF)

- (4.) FY18 Fire S.A.F.E. Fire District Safety House Grant - No Match Required - \$1,500.00 (Mayor Sarno)

ATTACHMENTS:

- Fire - FY18 SAFE Award letter & Contract (PDF)
- Fire - FY18 SAFE Grant Set-up (PDF)

- (5.) Springfield City Library Donation - \$400.00 (Mayor Sarno)

ATTACHMENTS:

- Library Donation (PDF)

Ordinances

- (6.) (ID # 4332) - T21 Policy
Ordinance amendment due to increase in legal sales age for tobacco by policy of the
Springfield Public Health Council

ATTACHMENTS:

- T21 PHC Policy-Chapter 362 Amendments-11.29.17 (DOCX)

- (7.) (ID # 4352) - TIF Notification
Amending the Tax Increment Financing Policy to include a presentation of the staff
analysis to the City Council

ATTACHMENTS:

- TIF Policy Amendment-12-13-17 (DOCX)
- Current TIF Policy_2006 (PDF)

Zoning Ordinances

- (8.) To Amend the Springfield Zoning Ordinance by Amending Article 4, Section 4.7 by Adding
Section 4.7.110, to Read as Follows and Amending Article 4, Use Table 4-4 by Adding
Section 13.6: Temporary Moratorium on Marijuana Establishments None Yet

PETITIONER:**Springfield Planning Board****ADDRESS:****City Wide****CHANGE REQUESTED:****Temporary Moratorium on Marijuana
Establishments****ATTACHMENTS:**

- 3194_Temporary_Moratorium_Marijuan_Establishments_2018 (PDF)

Suspension of Rules



City Council

SCHEDULED

Meeting: 01/08/18 07:00 PM
Initiator: Jennifer Whisher
Sponsors: Mayor Domenic J. Sarno
DOC ID: 4344

1

Executive Office of Housing and Economic Development (EOHED) Grant - Pynchon Plaza Park Redevelopment - \$3,500,000 - No Match Required (Mayor Sarno)

WHEREAS, the Economic Development Department ("Department") has been awarded a MassWorks Infrastructure Grant ("grant") for the redevelopment of Pynchon Park in the amount of \$3,500,000 from the Executive Office of Housing and Economic Development ("EOHED"); and

WHEREAS, the purpose of the grant is to further improve Pynchon Park Plaza; and

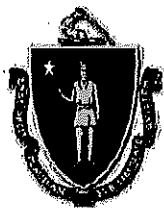
WHEREAS, the Department intends to use the grant funds for engineering, construction, and restoration of Pynchon Park, and

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

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

**Executive Office of Housing and Economic Development Grant
Pynchon Park Redevelopment Project - \$3,500,000**



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

JAY ASH
SECRETARY

Commonwealth of Massachusetts
EXECUTIVE OFFICE OF
HOUSING & ECONOMIC DEVELOPMENT
One Ashburton Place, Room 2101, Boston, MA 02108

TELEPHONE
(617) 788-3610

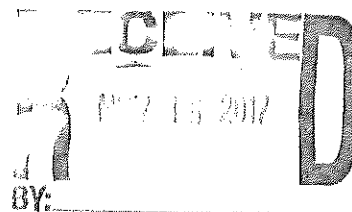
FACSIMILE
(617) 788-3605

www.mass.gov/eohed

*please call for link. 479.7.1015.
of files
NKS
4/3*

November 13, 2017

Mayor Domenic Sarno
City of Springfield
70 Tapley Street
Springfield, MA 01107



Dear Mayor Sarno:

Thank you for submitting an application to the 2017 Round of the MassWorks Infrastructure Grant Program. This year, the Executive Office of Housing and Economic Development (EOHED) received 96 applications requesting over \$230 million in funding. The program continues to be highly competitive and received many strong proposals. The team at EOHED along with our other state agency partners worked together to select the most shovel-ready and highest-impact projects for funding.

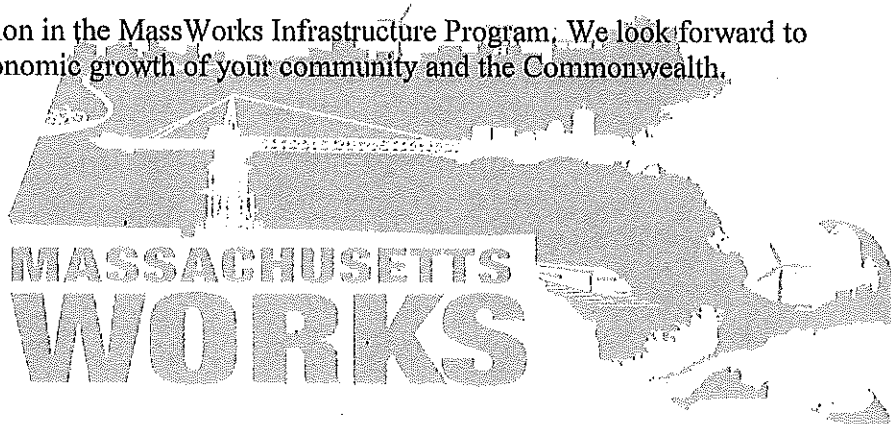
On behalf of the Baker-Polito Administration, I am pleased to inform you that a grant in the amount of \$3,500,000 has been recommended for the City of Springfield. We are excited to support the Pyncheon Park Redevelopment Project. You will be contacted by a MassWorks staff member to discuss the specific program requirements and next steps in order to finalize this grant award.

Please be advised that this letter does not constitute an agreement or contract with EOHED or the Commonwealth of MA for the grant award specified above. The Grantee is not authorized to proceed with any purchases or construction work, for which it expects reimbursement from this MassWorks grant, until a contract has been fully executed between the Grantee and EOHED. The grant award is contingent upon the Grantee's demonstrated compliance with relevant statutes and regulations, as well as submission of all required documentation confirming the project plan/budget, and EOHED's approval of such plan/budget. This letter does not confer any rights onto the Grantee.

Again, thank you for your participation in the MassWorks Infrastructure Program. We look forward to working with you to advance the economic growth of your community and the Commonwealth.

Sincerely,

Jay Ash
Jay Ash
Secretary





REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 11/16/2017

Department Requesting Grant Setup PBRM

Department Phone # (Please include extension) 787-7772

Name and Title of Person to Contact in Case of Questions PATRICK SULLIVAN

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: NO

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

Grant Type:

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

XXXX

Grant Name: PYNCHON PLAZA

Total Grant Amount Awarded: \$ 3,500,000

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

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

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

Entity Name EXECUTIVE OFFICE OF HOUSING & ECONOMIC
DEVELOPMENT

Contact Person JAY ASH

Street Address 1 ASHBURTON PLACE, ROOM 2101

City, State, Zip Code BOSTON MA 02102

Telephone 617-788-3610

Fax

E-Mail

Actual Award Date

Board Approval Date

Start Date

Expiration Date Renewal Action Date (optional)

If there are any Matching Funds: NO

Type

Percent

Amount

Comments re: Description/Purpose of Grant PYNCHON PLAZA
IMPROVEMENTS

Comments re: Conditions/Restrictions of Grant

USE FOR PYNCHON PLAZA

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) QUARTERLY

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

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

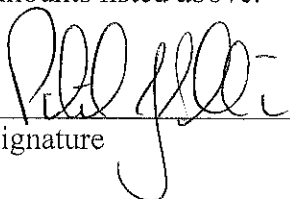
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes: 584000 \$ 3,500,000

Budget Roll-Up Codes: yes

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


Signature

12/1/17
Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.



City Council

SCHEDULED

Meeting: 01/08/18 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 4366

2

FY18 Shannon CSI Grant - No Match Required \$595,000 (Mayor Sarno)

WHEREAS, the Police Department ("Department") has been awarded an FY18 Shannon CSI Grant of \$595,000 From the Executive Office of Public Safety and Security; and

WHEREAS, the purpose of the grant is for the Department to identify and work directly with gang members and youth at risk of becoming involved with gang activity to promote prevention, intervention, and suppression which will reduce gang related crime and youth violence; and

WHEREAS, the Department intends to use the grant funds to pay for police overtime, employee benefits, program supplies, salary expenses associated with a coordinator, and vendor contracts; 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:

FY18 Shannon CSI Grant - \$595,000



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 1-3-2018

Department Requesting Grant Setup Police

Department Phone # (Please include extension) 787-6385

Name and Title of Person to Contact in Case of Questions Lisa

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number: 88817

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

X State – City

Private/Other

Grant Name: Shannon

Total Grant Amount Awarded: \$ 595,000.00

Attachment: FY18 Shannon Grant (4366 : FY18 Shannon CSI Grant - No Match Required \$595,000)

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

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

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

Entity Name	Executive Office of Public Safety & Security
Contact Person	Paul Garrity
Street Address	10 Park Plaza Suite 3720
City, State, Zip Code	Boston MA 02116
Telephone	617-725-3322
Fax	617-725-0260
E-Mail	paul.garrity@state.ma.us

Actual Award Date 12/14/2017

Board Approval Date

Start Date 1/9/2018

Expiration Date 12/31/2018

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Shannon Anti-Gang Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Two (2) payments

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

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

Attachment: FY18 Shannon Grant (4366 : FY18 Shannon CSI Grant - No Match Required \$595,000)

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

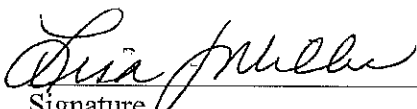
Org Code: 28882100
Project Code 88818

Salaries - \$39,000.00
Overtime - \$199,025.62
Vendors - \$356,000.00
Supplies - \$974.38

Total - \$595,000.00

Budget Roll-Up Codes: Yes

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


Signature

1/3/2018
Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

Attachment: FY18 Shannon Grant (4366 : FY18 Shannon CSI Grant - No Match Required \$595,000)



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617)725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

December 14, 2017

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

Dear Mayor Sarno:

I am pleased to inform you that the City of Springfield has been awarded \$595,000.00 in FY2018 Senator Charles E. Shannon, Jr. Community Safety Initiative (Shannon CSI) funds to support the Springfield Youth and Gang Violence Community Safety Initiative. The Shannon CSI is intended to support regional and multi-disciplinary approaches to combat gang violence through coordinated programs for prevention, intervention, suppression, prosecution and reintegration.

The Commonwealth of Massachusetts Standard Contract Form (SC) and additional documentation for your review and signature will be forthcoming.

Throughout the project period, the Executive Office of Public Safety and Security will offer technical assistance and provide you with information regarding the availability of additional resources to support your multi-disciplinary efforts to combat gang violence. If you have any questions, please contact Michael Bishop at 617.725.3302 or via email at michael.p.bishop@state.ma.us. Congratulations on your award.

Sincerely,

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

Handwritten signature of Charles D. Baker in blue ink.

Handwritten signature of Karyn E. Polito in blue ink.

Attachment: FY18 Shannon Grant (4366 : FY18 Shannon CSI Grant - No Match Required \$595,000)



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a): Legal Address: (W-9, W-4,T&C): 36 Court Street, Springfield, MA 01103-1699 Contract Manager: John Lewis E-Mail: jlewis@springfieldpolice.net Phone: (413) 328-1971 Fax: (413) 787-6663 Contractor Vendor Code: VC6000192140 Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)	COMMONWEALTH DEPARTMENT NAME: Executive Office Of Public Safety & Security MMARS Department Code: EPS Business Mailing Address: 10 Park Plaza – Suite 3720, Boston, MA 02116 Billing Address (if different): Contract Manager: Paul Garrity E-Mail: paul.garrity@state.ma.us Phone: (617) 725-3322 Fax: (617) 725-0260 MMARS Doc ID(s): SCEPSFY18SHANSRINGF RFR/Procurement or Other ID Number: Grant Application
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form , scope, budget) ☒ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____/____/20____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended): \$ 595,000.00	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) 2018 Shannon Anti-Gang Grant. \$595,000.00	
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 _____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . ☐ 3. were incurred as of _____, 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 12/31/2018 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 Contractor Certifications (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 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: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Print Title:	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Angela F.F. Davis Print Title: Executive Director

Attachment: FY18 Shannon Grant (4366 : FY18 Shannon CSI Grant - No Match Required \$595,000)



City Council

SCHEDULED

Meeting: 01/08/18 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 4367

3

Second Vet Assistant from Foundation for TJO Animals- No Match Required \$12,504.96 (Mayor Sarno)

WHEREAS, the Thomas J. O'Connor Animal Control and Adoption Center Department has been awarded a "Second Vet Assistant from Foundation for TJO Animals Grant" of \$12,504.96 from the Foundation for TJO Animals; and

WHEREAS, the purpose of the grant is to fund a second veterinary assistant position part-time; and

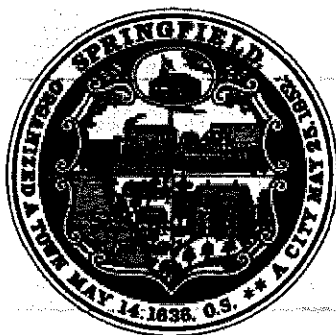
WHEREAS, the Department intends to use the grant funds to fund the salary of a new veterinary technician employee who will work 32 hours per week; and

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:

TJO Second Vet Assistant Grant - No Match Required \$12,504.96



REQUEST FOR GRANT SETUP

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All fields are mandatory.

Date of Request

12/27/17

Department Requesting Grant Setup

Animal Control-292

Department Phone # (Please include extension)

413-781-1022

Name and Title of Person to Contact in Case of Questions

Pam Peebles

Was this Grant previously setup for a prior fiscal year? **NO**

If yes, please indicate your previous project number:

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

(Y/N) **NO**

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

State – City

XX Private/Other

Grant Name: Vet Assistant-second

Total Grant Amount Awarded: \$12,504.96

Attachment: TJO Vet Assistant Grant (4367 : TJO Second Vet Assistant Grant - No Match Required \$12,504.96)

Is this a Reimbursable Grant?

(Y/N) NO

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

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if

Grantor is already in the customer file:

Entity Name

Contact Person

Street Address

City, State, Zip Code

Telephone

Fax

E-Mail

Actual Award Date 12/14/17

Board Approval Date

Start Date

Expiration Date

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Fund 32 hour/week vet assistant position (in addition to current funding of a vet assistant.)

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

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

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

Attachment: TJO Vet Assistant Grant (4367 : TJO Second Vet Assistant Grant - No Match Required \$12,504.96)

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

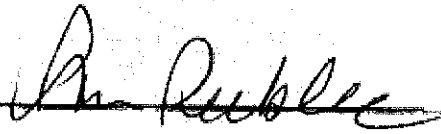
Org Code: 0129225

Object Codes: 501000

Budget Roll-Up Codes:

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

Signature



Date

12/28/17

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

Attachment: TJO Vet Assistant Grant (4367 : TJO Second Vet Assistant Grant - No Match Required \$12,504.96)



December 14, 2017

Pam Peebles
Executive Director
Thomas J. O'Connor Animal Control and Adoption Center
627 Cottage Street
Springfield, MA 01104

Dear Pam:

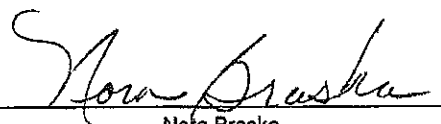
We are pleased to inform you that the Thomas J. O'Connor Animal Control and Adoption Center Foundation, Inc. d/b/a Foundation for TJO Animals will grant you \$12,504.96 for your request for funding of a 32 hour, part-time second veterinary technician employee who will be employed by and paid by the City of Springfield. The grant period will run from January 1, 2018 through June 30, 2018 and will consist of two quarterly payments in the amount of \$6,252.48; the actual amount of the first payment is dependent upon date of hire of the identified candidate. Payments will commence on or before the hire date of the identified candidate.

As a condition of accepting these funds, you must agree to the following:

- * The City shall furnish its employee, which is yet to be determined, for thirty-two (32) hours per week, to work as a veterinary technician at the Shelter, subject to the direction, control, and supervision of the City and its employees and agents, for the period from January 1, 2018 through June 30, 2018.
- * If this employee ceases to be employed by the City, the City shall use its best efforts to attempt to retain another 32 hour, part-time employee, comparable to this employee, to perform the services of a veterinary technician at the Shelter.
- * The Grant shall be used to reimburse the City for the cost of its veterinary technician employee for 32 hours per week, for the Term. If the City does not provide a full-time veterinary technician at the Shelter for any period of time during the Term (not including any period attributable to vacation or other time off consistent with the City's policies for similarly situated part-time employees), the City shall repay the Foundation the pro-rata portion of the Grant attributable to any such period.
- * The City shall provide the Foundation with any documents it may reasonably request to demonstrate the purpose and use of the Grant funds.
- * Neither party hereto shall be deemed to have waived any right hereunder unless such waiver is in writing, signed by an authorized official of such party and no delay or omission in exercising any right hereunder shall operate as a waiver of such right or other right. All the rights and remedies of the City or the Foundation hereunder shall be cumulative and not exclusive, and may be exercised singly or concurrently. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available or under general principles of law or equity.
- * This grant letter constitutes the entire agreement between the parties pertaining to the subject matter hereof, and there are no other agreements or understandings, implied or expressed, written or oral relating to the grant funds.
- * This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Thank you for the work you do in caring for the many animals that arrive at your shelter.

Sincerely,
THOMAS J. O'CONNOR ANIMAL CONTROL
AND ADOPTION CENTER FOUNDATION, INC.
dba Foundation for TJO Animals


Nofa Braska
President, Foundation for TJO Animals


Tonya Plumb
Executive Director, Foundation for TJO Animals

In order to acknowledge these terms and conditions, and receive your check, a signed copy of this letter should be returned within 15 days to: Foundation for TJO Animals, 66 Industry Avenue, Suite 3, Springfield, MA 01104.

Name: Pam Peebles (signature) Pam Peebles (printed)

Organization: TJO

Attachment: TJO Vet Assistant Grant (4367 : TJO Second Vet Assistant Grant - No Match Required \$12,504.96)



City Council

SCHEDULED

Meeting: 01/08/18 07:00 PM
Initiator: Jennifer Whisher
Sponsors: Mayor Domenic J. Sarno
DOC ID: 4368

4

FY18 Fire S.A.F.E. Fire District Safety House Grant - No Match Required - \$1,500.00 (Mayor Sarno)

WHEREAS, the Fire Department ("Department") has been awarded a grant from the Massachusetts Executive Office of Public Safety and Security, Department of Fire Services in the amount of \$1,500 from the FY18 Student Awareness of Fire Education (S.A.F.E.) Grant; and

WHEREAS, the Department intends to use the grant to repair, maintain, and support the District Fire Safety House; 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:

Student Awareness of Fire Education - \$1,500.00



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LT. GOVERNOR

DANIEL BENNETT
SECRETARY

The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services

P.O. Box 1025 ~ State Road

Stow, Massachusetts 01775

(978) 567-3100 Fax: (978) 567-3121

www.mass.gov/dfs



PETER J. OSTROSKY
STATE FIRE MARSHAL

December 7, 2017

Commissioner Joseph Conant
Springfield Fire Department
605 Worthington Street
Springfield, MA 01105

Dear Commissioner Conant:

I am pleased to inform you that the Springfield Fire Department has been awarded \$1,500.00 in state funds from the FY 2018 Student Awareness of Fire Education (S.A.F.E.) grant to be used toward repairs of the district's fire safety house.

Enclosed please find a Scope of Work, Standard Contract Form and a Contractor Authorized Signatory Form. Please have the contract signed by an authorized signatory listed on the Authorized Signatory Form. This form must be signed by the Town Manager/Mayor, Town Administrator/City Manager, Legal Staff or CFO. Please return the original documents to the attention of Julie Walrath at the Department of Fire Services.

As one of the host communities, you received FY17 S.A.F.E. funding for repairs, supplies and maintenance or to replace your existing fire safety house. Please fill out the end-of-year report and budget worksheet and return it to the Department of Fire Services. If you have not expended your grant money, please file for a six-month extension. At the close of the single six-month extension, all unexpended funds must be returned to the Commonwealth of Massachusetts unless further extended by DFS. If you have any programmatic questions please direct them to Brian Joyce at 978-567-3388.

Yours truly,

Peter J. Ostroskey
State Fire Marshal

enclosures

Administrative Services • Division of Fire Safety
Hazardous Materials Response • Massachusetts Firefighting Academy

Attachment: Fire - FY18 SAFE Award letter & Contract (4368 : FY18 S.A.F.E. Grant \$1,500.00)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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/Springfield Fire Department		COMMONWEALTH DEPARTMENT NAME: Department of Fire Services	
		MMARS Department Code: DFS	
Legal Address: 605 Worthington Street, Springfield, MA 01105		Business Mailing Address: PO Box 1025, State Road, Stow, MA 01775	
Contract Manager: Commissioner Joseph Conant		Billing Address (if different):	
E-Mail: jconant@springfieldcityhall.com		Contract Manager: David Clemons	
Phone: 413-787-6411	Fax: 413-787-6432	E-Mail: David.Clemons@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 978-567-3179	Fax: 978-567-3121
Vendor Code Address ID (e.g. "AD001"): AD001		MMARS Doc ID(s):	
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: DFS-SAFEHOUSE-18	
X 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 <u>815 CMR 2.00</u>) (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 or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ ____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ <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 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 new Total if Contract is being amended). \$1,500.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support 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, 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.) Fire Safety House Grant FY18. #DFS-SAFEHOUSE-18. This contract is for FY18 Grant Funds used to repair the Fire Safety House as needed from the Student Awareness of Fire Education (S.A.F.E.) Grant Program administered by the Department of Fire Services.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u>. ☐ 2. may be incurred as of ____, 20 ____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u>. ☐ 3. were incurred as of ____, 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 30, 2018</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 SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: _____	
Print Title: _____		Print Title: _____	

Attachment: Fire - FY18 SAFE Award letter & Contract (4368 : FY18 S.A.F.E. Grant \$1,500.00)

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Date:

 Signature

Title:

Telephone:

Fax:

Email:

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

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

Attachment: Fire - FY18 SAFE Award letter & Contract (4368 : FY18 S.A.F.E. Grant \$1,500.00)



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LT. GOVERNOR

DANIEL BENNETT
SECRETARY

The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services

P.O. Box 1025 ~ State Road

Stow, Massachusetts 01775

(978) 567~3100 Fax: (978) 567~3121

www.mass.gov/dfs



PETER J. OSTROSKEY
STATE FIRE MARSHAL

SCOPE OF WORK - Student Awareness of Fire Education (S.A.F.E.)
Fire District Fire Safety House: Host community

This grant is available to municipalities who host the regional Fire District's Fire Safety House purchased with Student Awareness of Fire Education Grant funds to support local S.A.F.E. programs. Recipient agrees that funds awarded through the grant will be used to repair, maintain, support or replace the district Fire Safety House.

Amounts received with each award will be specified in both the "Award Letter" and on the Commonwealth of Massachusetts Standard Contract Form issued to the jurisdiction. Recipient agrees that funds awarded through this grant will be used to supplement but not supplant federal, state or local funds.

Funds must be expended by June 30, 2018. Recipients may apply for a one-time 6-month extension through December 31, 2018. Extension applications must be received with FY'18 year-end reports by June 30, 2018.

Any unexpended funds must be returned as soon as possible after the contract end date.

A report of spending of the prior year grant amount must be submitted prior to the release of new funds.

Changes to this scope may be made as part of the annual legislation authorizing this grant program

The receipt of funds is subject to availability of funds and any other provisions specified in the appropriation of those funds.

Administrative Services • Division of Fire Safety
Hazardous Materials Response • Massachusetts Firefighting Academy

Attachment: Fire - FY18 SAFE Award letter & Contract (4368 : FY18 S.A.F.E. Grant \$1,500.00)



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request	12.28.17
Department Requesting Grant Setup	Fire
Department Phone # (Please include extension)	2423
Name and Title of Person to Contact in Case of Questions	Erica Floyd, Director of Finance and Admin

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number: 805A7

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

X State – City

Private/Other

Grant Name: FY2018 Student Awareness of Fire Education (SAFE) Fire District Safety House

Attachment: Fire - FY18 SAFE Grant Set-up (4368 : FY18 S.A.F.E. Grant \$1,500.00)

Total Grant Amount Awarded: \$ 1500

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

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

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

Entity Name

Contact Person

Street Address

City, State, Zip Code

Telephone

Fax

E-Mail

Actual Award Date 12.7.17

Board Approval Date

Start Date 12.7.17

Expiration Date 6.30.18

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage? HUD FUNDING ONLY

Source

Amount

Comments re: Description/Purpose of Grant

FY18 SAFE Fire District Safety House – Host community

(Funds for upkeep of the safety house)

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

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

Attachment: Fire - FY18 SAFE Grant Set-up (4368 : FY18 S.A.F.E. Grant \$1,500.00)

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

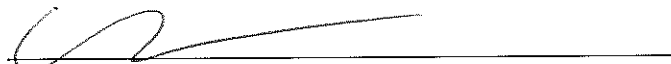
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 28052232

Object Codes: 524015

Budget Roll-Up Codes:

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


Signature

12/28/17
Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

Attachment: Fire - FY18 SAFE Grant Set-up (4368 : FY18 S.A.F.E. Grant \$1,500.00)



City Council

SCHEDULED

Meeting: 01/08/18 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 4364

5

Springfield City Library Donation - \$400.00 (Mayor Sarno)

WHEREAS, the Library Department has been awarded a donation totaling \$400.00 from the Elder Council; and

WHEREAS, the funds provided by the donor were designated for the Springfield City Library Donation Fund; and

WHEREAS, the Department has accepted the donation and requests authorization from the City Council and the Mayor to expend the donation funds listed in the attachment; and

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

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

Springfield City Library Donation - \$400.00

Attachment: Library Donation (4364 : Springfield City Library Donation - \$400.00)



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 4332)

Meeting: 01/08/18 07:00 PM
Department: City Council
Category: Local Law
Prepared By: Tasheena Davis
Initiator: Tasheena Davis
Sponsors: Mayor Domenic J. Sarno
DOC ID: 4332

T21 Policy

AMENDING CHAPTER 362 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, BY AMENDING SECTIONS 362-2, 362-3, and 362- 7 THEREOF

ORD. NO. ____

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, AS FOLLOWS:

Section 362-2 of Chapter 362, **Definitions**, is hereby amended by deleting the existing definition of Tobacco Product and replacing it with the following:

TOBACCO PRODUCT

Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to: cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; or electronic cigarettes, electronic cigars, electronic pipes, electronic hookah, liquid nicotine, “e-liquids” or other similar products, regardless of nicotine content, that rely on vaporization or aerosolization. “Tobacco product” includes any component or part of tobacco product. “Tobacco product” does not include any product that has been approved by the United States Food and Drug Administration either as a tobacco use cessation product or for other medical purposes and which is being marketed and sold or prescribed solely for the approved purpose.

Section 362-3 of Chapter 362, **Sales to minors prohibited**, is hereby amended by deleting the section in its entirety and replacing it with the following:

§ 362-3 Sales to minors prohibited.

1. In conformance with MGL c. 270, § 6, whoever sells a cigarette, or any cigarette paraphernalia, chewing tobacco, snuff, or any tobacco in any of its forms to any person under the age of 21 or, not being his parent or guardian, gives a cigarette, or any cigarette paraphernalia, chewing tobacco, snuff or tobacco in any of its forms to any person under the age of 21 shall be punished according to the provisions of § **362-11** below.
2. Identification: Each person selling or distributing tobacco products, as defined herein, shall verify the age of the purchaser by means of a valid government-issued photographic identification containing the bearer's date of birth that the purchaser is twenty-one (21) years old or older. Verification is required for any person under the age of 27.

3. No person or entity shall sell or distribute nicotine delivery products to any person under the age of 21. Nicotine delivery products shall be subject to all sections of this regulation, except § **362-8** of these regulations. Violators shall be punished according to the provisions of § **362-11** of these regulations.

Section 362-7 of Chapter 362, **Lockout device required on vending machines**, is hereby amended by deleting in line three “no person younger than 18 years of age is present” and replacing it with the following:

§ 362-7 Lockout device required on vending machines.

All tobacco vending machines are prohibited; except that tobacco vending machines are permitted if equipped with a lockout device, in an establishment with a valid pouring liquor license, and located in facilities where the retailer ensures that no person younger than 21 years of age is present, or permitted to enter, at any time. A lockout device locks out sales from the vending machine unless a release mechanism is triggered by an employee. The release mechanism must not allow continuous operation of the vending machine and must be out of the reach of all consumers and in a location accessible only to employees.

Approved as to form:

Assistant City Solicitor

Ordinance amendment due to increase in legal sales age for tobacco by policy of the Springfield Public Health Council

HISTORY:

12/18/17 City Council

FIRST STEP

Helen Caulton-Harris, Commissioner of the Health Department, spoke in favor of the ordinance.

AMENDING CHAPTER 362 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, BY AMENDING SECTIONS 362-2, 362-3, and 362- 7THEREOF

ORD. NO. ____

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, AS FOLLOWS:

Section 362-2 of Chapter 362, **Definitions**, is hereby amended by deleting the existing definition of Tobacco Product and replacing it with the following:

TOBACCO PRODUCT

Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to: cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; or electronic cigarettes, electronic cigars, electronic pipes, electronic hookah, liquid nicotine, “e-liquids” or other similar products, regardless of nicotine content, that rely on vaporization or aerosolization. “Tobacco product” includes any component or part of tobacco product. “Tobacco product” does not include any product that has been approved by the United States Food and Drug Administration either as a tobacco use cessation product or for other medical purposes and which is being marketed and sold or prescribed solely for the approved purpose.

Section 362-3 of Chapter 362, **Sales to minors prohibited**, is hereby amended by deleting the section in its entirety and replacing it with the following:

§ 362-3 Sales to minors prohibited.

1. In conformance with MGL c. 270, § 6, whoever sells a cigarette, or any cigarette paraphernalia, chewing tobacco, snuff, or any tobacco in any of its forms to any person under the age of 21 or, not being his parent or guardian, gives a cigarette, or any cigarette paraphernalia, chewing tobacco, snuff or tobacco in any of its forms to any person under the age of 21 shall be punished according to the provisions of § 362-11 below.
2. Identification: Each person selling or distributing tobacco products, as defined herein, shall verify the age of the purchaser by means of a valid government-issued photographic identification containing the bearer's date of birth that the purchaser is twenty-one (21) years old or older. Verification is required for any person under the age of 27.
3. No person or entity shall sell or distribute nicotine delivery products to any person under the age of 21. Nicotine delivery products shall be subject to all sections of this regulation, except § 362-8 of these regulations. Violators shall be punished according to the provisions of § 362-11 of these regulations.

Section 362-7 of Chapter 362, **Lockout device required on vending machines**, is hereby amended by deleting in line three “no person younger than 18 years of age is present” and replacing it with the following:

§ 362-7 Lockout device required on vending machines.

All tobacco vending machines are prohibited; except that tobacco vending machines are permitted if equipped with a lockout device, in an establishment with a valid pouring liquor license, and located in facilities where the retailer ensures that no person younger than 21 years of age is present, or permitted to enter, at any time. A lockout device locks out sales from the vending machine unless a release mechanism is triggered by an employee. The release mechanism must not allow continuous operation of the vending machine and must be out of the reach of all consumers and in a location accessible only to employees.

Approved as to form:

Assistant City Solicitor



City Council
36 Court Street
Springfield, MA 01103

Meeting: 01/08/18 07:00 PM
Department: City Council
Category: Local Law
Prepared By: Tasheena Davis
Initiator: Tasheena Davis
Sponsors: Ward 7 Councilor Timothy C. Allen
DOC ID: 4352 A

TABLED

ORDINANCE (ID # 4352)

TIF Notification

AMENDING ARTICLE VII OF CHAPTER 42 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, AS FOLLOWS:

Article VII of Chapter 42 of the Revised Ordinances of the City of Springfield, 1986, as amended, is hereby further amended by adding thereto a new subsection "39", as follows:

"Section 42-39. Tax Increment Financing Notification.

Upon completion of the City staff analysis of any application for a Tax Increment Financing Plan, as defined by Section 59 of Chapter 40 of Massachusetts General Law, said analysis shall be presented to the City Council at their next scheduled meeting for informational purposes."

Approved as to form

Associate City Solicitor

Amending the Tax Increment Financing Policy to include a presentation of the staff analysis to the City Council

HISTORY:

12/18/17 City Council

LAY ONTABLE

Next: 01/08/18

AMENDING THE TAX INCREMENT FINANCING POLICY GUIDELINES OF THE CITY OF SPRINGFIELD, BY ADDING A NOTIFICATION REQUIREMENT THERETO

ORD. NO. ____

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, AS FOLLOWS:

The Tax Increment Policy instituted by the Finance Control Board in June of 2006 is hereby amended by adding the following notification requirement to the end of Section 2 of the Guidelines to read as follows:

Tax Increment Financing Policy Amendment

Upon completion of the City staff analysis, presentation of the analysis shall be made to the City Council for informational purposes.

Approved as to form

Associate City Solicitor

Attachment: TIF Policy Amendment-12-13-17 (4352 : Tax Increment Financing (TIF) Notification)

City of Springfield

TIF Policy Guidelines

The purpose of these policies are to provide investors, developers, elected and appointed officials and community members with sufficient information to guide decision making related to the provision of local tax incentives, which take the form in Massachusetts of temporary exemptions of incremental property taxes (Tax Increment Financing or TIF).

Goals

1. Stimulate Job Creation of permanent jobs paying above the average per-capita income for Springfield.
2. Redevelopment of existing Brownfield sites, commercial or real estate properties.
3. Reconstruction/renovation/demolition of vacant commercial or industrial real estate properties.
4. Encourage existing businesses to expand
5. Attract new Businesses including
 - a. Industrial
 - b. Commercial – Downtown only
 - c. Research facilities
 - d. Service – Professional
 - e. Hotel
 - f. All other

Guidelines:

1. To assist businesses the City shall designate areas, in which Economic Opportunity Areas and Tax Increment Financing may be offered.
2. Prior to recommending a TIF, City staff, upon reviewing an application for Certified Project designation submitted by the project proponent, shall provide an analysis of the impact of the project including a competitive analysis of the project versus alternative sites outside the City.
3. While job creation is a principal basis for granting a TIF, the jobs created can not be speculative or temporary in nature, i.e. construction jobs are temporary. Retail TIFs proposed for speculative development are not favored as frequently the jobs created are not directly tied to the TIF proponent. A Retail TIF where the developer is the retailer or where there are firm retail commitments for an extended period of years may be considered in appropriate circumstances.
4. Job creation performance will be tied to the actual TIF received. For example if the TIF proponent achieves 75% of their job employment goals, then they will receive 75% of the agreed upon TIF. The City reserves the further right, however, to determine that a project's actual job creation number is materially at variance with the information and projections contained within the Certified Project application, and request decertification of the Project and a termination of the benefits due under the TIF Agreement.
5. TIFs shall be pro-rated based upon prior Springfield practice. This will maintain, to the extent feasible, a level playing field.
6. To maximize the reuse of vacant and abandoned property, the TIFs should be used in conjunction with other tax abatement measures when back taxes are owed on the

- property.
7. Any investment made after written notification of intent by the City to enter into a TIF shall qualify in the calculation of the public benefit.
 8. In order to achieve these goals, TIFs may be used to:
 - a. Cover the costs of relocating a business to Springfield.
 - b. Gap financing.
 - c. Improve landscaping, or facade treatment.
 - d. Increase the level of private sector investment.
 - e. Incubate new business uses and models
 9. As otherwise required by the state, a TIF may not be used for the sole purpose of accessing the 5% credit on state excise tax.
 10. Prospective projects will be considered for a TIF. Projects upon which construction has commenced or leases have been entered into shall be disfavored, except in exceptional circumstances where financing issues have caused a material alteration in project feasibility or other unique features of the project that require action by the City to secure the development. In these circumstances, the City shall employ a but/for analysis to determine whether or not the use of a TIF is justified, i.e., but/for the provision of the TIF, the project is unlikely either to be developed or to achieve economic sustainability.

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

to amend the Springfield Zoning Ordinance by amending Article 4, Section 4.7 by adding Section 4.7.110, to read as follows and amending Article 4, Use Table 4-4 by adding Section 13.6:

Section 4.7.110 Temporary Moratorium on Marijuana Establishments

4.7.111 Purpose

By vote at the State election on November 8, 2016, the voters of the Commonwealth approved a law regulating the cultivation, distribution, possession and use of marijuana for recreational purposes. This law was amended on December 30, 2016 by extending certain deadlines by six (6) months and the Cannabis Control Commission is required to issue regulations regarding implementation by March 15, 2018 and to begin accepting applications for licenses on April 1, 2018.

Currently under the Zoning Bylaw, Marijuana Establishments and Marijuana Retailers are not a permitted use in the City of Springfield and any regulations promulgated by the State Cannabis Control Commission are expected to provide guidance to the City of Springfield in regulating Marijuana Establishments and Marijuana Retailers. Further, the legislation establishes two (2) important provisions that require ballot action by the City of Springfield prior to the adoption of zoning: *First, the City must, by ballot, determine whether it will limit the number of Marijuana Establishments and Marijuana Retailers within the City; and, second, by ballot, the City can determine whether to allow on-site consumption of marijuana products should the City decide to allow such facilities within the City. The ballot measure for on-site consumption cannot occur prior to November 6, 2018, the next biennial state election.*

The regulation of Marijuana Establishments and Marijuana Retailers raise novel and complex legal, planning, and public safety issues. The City of Springfield needs time to study and consider the regulation of Marijuana Establishments and Marijuana Retailers in order to address such novel and complex issues and to address the potential impact of the State regulations on local zoning. The City of Springfield also needs time to undertake a planning process to consider amending the Zoning Bylaw regarding regulation of Marijuana Establishments and Marijuana Retailers and other uses related to the regulation of marijuana. The City of Springfield intends to adopt a temporary moratorium on the use of land and structures in the City of Springfield for Marijuana Establishments and Marijuana Retailers so as to allow the City of Springfield sufficient time to engage in a planning process to address effects of such structures and uses in the City of Springfield and to adopt provisions of the Zoning Bylaw in a manner consistent with sound land use planning goals and objectives.

4.7.112 Definitions

For purposes of this moratorium, the definitions set forth in G.L. c. 94G, § 1 shall apply.

4.7.111 Temporary Moratorium

For the reasons set forth above and notwithstanding any other provision of the Zoning Bylaw to the contrary, the City of Springfield hereby adopts a temporary moratorium on the use of land or structures for Marijuana Establishments as defined in G.L.c. 94G, § 1 and other uses related to recreational marijuana. The moratorium shall be in effect until December 31, 2018 or until such time as the City of Springfield adopts Zoning amendments that regulates Marijuana Establishments, whichever occurs sooner. During the moratorium period, the City of Springfield shall continue to address the potential impacts of marijuana, consider the Cannabis Control Commission regulations regarding marijuana establishments and marijuana retailers and related uses, determine whether the City of Springfield shall restrict any or all types of such marijuana establishments and marijuana retailers, and consider such other and further matters as set forth in G.L. c. 94G, § 3 and G.L. c. 64N, § 3.

Mailing Address:

City of Springfield
36 Court Street
Springfield, MA 01103

Petitioner:

BY: Lisa V. Miner
Springfield Planning Board

BY: Rico Danielle
Springfield Planning Board

BY: Bonnamy Mcn
Springfield Planning Board

BY: Lee P. Florio
Springfield Planning Board

BY: J. McQuil
Springfield Planning Board

BY: Culbo
Springfield Planning Board

BY: _____
Springfield Planning Board

BY: _____
Springfield Planning Board

Article 4, Use Table 4-4

13.6	Recreational Marijuana Establishments	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	4.7.110
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