



CITY OF SPRINGFIELD

City Clerk's Office June 6, 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 June 11, 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 June 11, 2012 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Communications

Reports

Informational

Orders

- (1.) 2012 Housing Opportunities for People with AIDS (HOPWA) Grant (\$474,123.00) (Mayor Sarno)

ATTACHMENTS:

- fy13 entitlements (PDF)

- (2.) 2012 Community Development Block Grant (\$3,668,911) (Mayor Sarno)

ATTACHMENTS:

- fy13 entitlements (PDF)

- (3.) 2012 Emergency Shelter Grant (\$321,965.00) (Mayor Sarno)

ATTACHMENTS:

- fy13 entitlements (PDF)

- (4.) 2012 HOME Grant Program (\$1,194,936) (Mayor Sarno)

ATTACHMENTS:

- HUD FY12 Entitlement(PDF)

- (5.) 2012 Massachusetts Housing Partnership (\$24,000) (Mayor Sarno)

ATTACHMENTS:

- mhp grant award letter (PDF)

- (6.) Library State Aid (\$11K) (Mayor Sarno)
\$212,460 received 3/5/12

ATTACHMENTS:

- Libraries - State Aid for 6-4-12 (PDF)

(7.) DPW - Signs and Signals (\$32K) (Mayor Sarno)

ATTACHMENTS:

- DPW - Signs and Signals PWs (PDF)
- CAFO Certification - DPW Signs and Signals (DOC)

(8.) Budget Transfer W/In a Department \$85,000 - Police (Mayor Sarno)
\$85,000**ATTACHMENTS:**

- CAFO Certification - Police Diesel Transfer (DOC)
- fy12 pd xfer diesel (PDF)

(9.) Budget Transfer Across Departments \$25,000 - DCAC (Mayor Sarno)
\$25,000**ATTACHMENTS:**

- CAFO Certification - DCAC Profes Svcs (DOC)

(10.) Budget Transfer W/In a Department \$15,000 - DCAC (Mayor Sarno)
\$15,000**ATTACHMENTS:**

- CAFO Certification - DCAC Profes Svcs (DOC)

(11.) Gift Acceptance - \$26,200 for Old First Church (Mayor Sarno)

ATTACHMENTS:

- community foundation letter with check for old first church 2012 (PDF)
- Mayor letter to Community Foundation re compliance with Old First Church Fund requirements, 2012 (PDF)

(12.) Budget Transfer W/In a Department \$1,049,734 (Mayor Sarno)
\$1,049,734**ATTACHMENTS:**

- CAFO Certification - Paygo Transfer (DOC)

Ordinances

- (1.) (ID # 1692) - Amending Chapter 67 Enumeration of Fees
- (2.) (ID # 1693) - Amending Chapter 279 - Charitable Solicitations
- (3.) (ID # 1694) - Amending Chapter 110 - Animal Fee
- (4.) (ID # 1695) - Amending Chapter 351 - Tag/Garage Sales



ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

January 17, 2012

The Honorable Domenic J. Sarno
Mayor of Springfield
36 Court St
Room 222
Springfield, MA 01103

Dear Mayor Sarno:

I am pleased to inform you of your community's Fiscal Year (FY) 2012 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low- and moderate-income persons and special populations across the country. President Obama signed Public Law 112-55 on November 18, 2011, which includes FY 2012 funding for these programs. Your community's FY 2012 available amounts are:

Community Development Block Grant (CDBG)	\$3,668,911
HOME Investment Partnerships (HOME)	\$1,193,153
Housing Opportunities for Persons with AIDS (HOPWA)	\$474,123
Emergency Solutions Grants (ESG)	\$321,965

While our budget demonstrates an ongoing commitment to the critical CDBG and HOME programs to help states and localities continue to navigate these difficult economic times, it also represents a significant cut from last year's budget. The FY 2012 budget for the CDBG formula allocation that was included in the appropriations bill adopted by Congress is approximately \$2.948 billion, a reduction from approximately \$3.302 billion in FY 2011, representing a reduction of approximately 11 percent in total available funding. The FY 2012 budget for HOME is \$1 billion, a reduction of 38 percent from approximately \$1.6 billion in FY 2011. We understand that the combined effects of new Census and American Community Survey data and budget reductions will make FY 2012 a difficult period of adjustment for many of our grantees.

In this period of adjustment, we recognize that reduced funding levels may require program restructuring and further prioritization and targeting of these limited resources at a time when communities around the country continue to face significant need. We are committed to doing everything we can to support you as you face these challenges. If you would like assistance from CPD in redesigning, prioritizing or targeting your programs, either you or the head of the agency that administers your program may request technical assistance through your local CPD Director.

Please note that the "Emergency Shelter Grants" program has changed to the "Emergency Solutions Grants" program in accordance with the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act). The change in the program's name reflects the change in the program's focus from addressing the needs of homeless people in emergency or



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MA-FY12 Allocations

KEY	CNSRTKE	STA	NAME	CDBG12	HOME12	ESG12	HOPWA12
250078		MA	Arlington	\$1,020,887	\$0	\$0	\$0
250126		MA	Attleboro	\$348,871	\$0	\$0	\$0
250168		MA	Barnstable	\$274,499	\$0	\$0	\$0
250282		MA	Boston	\$15,926,397	\$4,090,712	\$1,515,160	\$1,878,288
250354		MA	Brockton	\$1,270,554	\$413,042	\$0	\$0
250372		MA	Brookline	\$1,234,817	\$0	\$0	\$0
250396		MA	Cambridge	\$2,756,823	\$701,776	\$242,242	\$0
250486		MA	Chicopee	\$1,023,203	\$0	\$0	\$0
25C201	25C201	MA	CNSRT-Barnstable County	\$0	\$379,285	\$0	\$0
250744		MA	Fall River	\$2,469,457	\$758,282	\$237,426	\$0
250774	25C101	MA	Fitchburg	\$924,786	\$387,180	\$0	\$0
250804		MA	Framingham	\$434,713	\$0	\$0	\$0
250858		MA	Gloucester	\$622,996	\$0	\$0	\$0
251020		MA	Haverhill	\$883,984	\$0	\$0	\$0
251074	25C002	MA	Holyoke	\$1,066,087	\$801,728	\$0	\$0
251194		MA	Lawrence	\$1,306,172	\$581,629	\$0	\$0
251236		MA	Leominster	\$391,486	\$0	\$0	\$0
251284		MA	Lowell	\$1,936,722	\$636,767	\$188,156	\$709,998
251302		MA	Lynn	\$2,202,040	\$601,805	\$199,229	\$359,748
251314	25C004	MA	Malden	\$1,176,687	\$1,376,831	\$0	\$0
259999		MA	Massachusetts Nonentitlement	\$27,738,930	\$7,169,302	\$4,637,743	\$197,288
251410		MA	Medford	\$1,412,255	\$0	\$0	\$0
251614		MA	New Bedford	\$2,469,532	\$765,028	\$237,379	\$0
251650	25C003	MA	Newton	\$1,686,582	\$1,229,930	\$175,586	\$0
251674		MA	Northampton	\$588,403	\$0	\$0	\$0
251884	25C102	MA	Peabody City	\$354,935	\$1,361,029	\$0	\$0
251938		MA	Pittsfield	\$1,118,816	\$0	\$0	\$0
251962		MA	Plymouth Town	\$322,048	\$0	\$0	\$0
251992	25C005	MA	Quincy	\$1,717,749	\$663,745	\$163,941	\$0
252028		MA	Revere City	\$627,814	\$0	\$0	\$0
252118		MA	Salem	\$903,833	\$0	\$0	\$0
252250		MA	Somerville	\$2,435,932	\$480,840	\$223,912	\$0
252340		MA	Springfield	\$3,668,911	\$1,194,936	\$321,965	\$474,123
252418	25C227	MA	Taunton	\$670,751	\$539,155	\$0	\$0
252544		MA	Waltham	\$941,316	\$0	\$0	\$0
252700		MA	Westfield	\$318,134	\$0	\$0	\$0
252784		MA	Weymouth	\$663,320	\$0	\$0	\$0
252880		MA	Worcester	\$3,969,245	\$1,038,555	\$358,616	\$405,261
252904		MA	Yarmouth	\$94,799	\$0	\$0	\$0

Attachment: HUD FY12 Entitlement (1665 : 2012 HOME Grant Program (\$1,194,936))



**Massachusetts
Housing
Partnership**

May 17, 2012

The Honorable Mayor Dominic J. Sarno
City of Springfield
City Hall
36 Court Street
Springfield, MA 01103

Dear Mayor Sarno:

On behalf of the Massachusetts Housing Partnership (MHP) I am pleased to announce the award of \$24,000 in grant funds to the City of Springfield to support the city's efforts to deal with distressed, foreclosed and abandoned properties. The grant will be used to fund law interns for the City of Springfield's law department, who will work with the city's code enforcement department, to promote the use of receivership and other tools to stabilize properties and bring responsible ownership back to neighborhoods.

This award is part of MHP's ongoing effort to assist the communities throughout the Commonwealth that have been hardest hit by the sub-prime mortgage crisis and the resulting disinvestment in properties. This award is made possible through funding from the Massachusetts Housing and Investment Corporation's Neighborhood Stabilization Program. Enclosed please find the funding agreement which should be signed and returned to MHP at your earliest convenience. If there are any questions concerning the agreement please contact Rita Farrell at rfarrell@mhp.net.

We recognize the outstanding work of your housing and code enforcement staff and look forward to supporting you and the City of Springfield in restoring stability to troubled neighborhoods.

Sincerely,

Clark Ziegler
Executive Director

Cc: Edward Pikula
Lisa deSousa

Enclosure

160 Federal Street
Boston, Massachusetts 021
Tel: 617-330-9955
Fax: 617-330-1919

462 Main Street
Amherst, Massachusetts 0
Tel: 413-253-7379
Fax: 413-253-3002

www.mhp.net

Attachment: mhp grant award letter (1679 : 2012 Massachusetts Housing Partnership (\$24,000))



Commonwealth of Massachusetts Board of Library Commissioners

98 North Washington Street • Suite 401 • Boston, Massachusetts 02114-1933
(800) 952-7403 in state • (617) 725-1860 • (617) 725-0140 fax

April 25, 2012

Mr. Stephen Cary, Trustee Chair
87 Pinewood Ave.
Springfield, MA 01102

re: Springfield City Library

Dear Mr. Cary:

The Board of Library Commissioners is pleased to issue a second and final State Aid to Public Libraries award to the City of Springfield in these amounts:

FY2012 Library Incentive Grant (LIG)	\$ 37,012.60
FY2012 Municipal Equalization Grant (MEG)	\$ 78,856.02
FY2012 Nonresident Circulation Offset Award	\$ 3,510.52

Total	\$119,379.14
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The state treasurer's office will issue the check within the next few weeks. With this payment, Springfield will have received a total of \$223,603.61 in FY2012 State Aid to Public Libraries funds.

These awards are funded by Chapter 68, Acts of 2011, which states that awards should be placed in a separate account to be expended by the public library, without appropriation.

We have notified your municipal treasurer about this FY2012 State Aid to Public Libraries payment. However, you should contact the treasurer and/or accountant about the award amounts and confirm that the funds will be made available to the library.

Sincerely,

Robert C. Maier

Robert C. Maier
Director

cc: Lee Fogarty,
Springfield City Library, Springfield
Treasurer, City of Springfield

28386105 4610AD 83812

11,14361
add'l Revenue

Attachment: Libraries - State Aid for 6-4-12 (1686 : Library State Aid (\$11K))

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

3.7.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: CDA Massachusetts Emergency Management Agency MMARS Department Code: CDA	
Legal Address: (W-9, W-4,T&C): 36 Court St. Room 309, Springfield MA 01104		Business Mailing Address: 400 Worcester Road, Framingham, MA 01702	
Contract Manager: Mr. Timothy Plante		Billing Address (if different):	
E-Mail: tjplante@springfieldcityhall.com		Contract Manager: Gina Valentine	
Phone: 413-787-6215	Fax:	E-Mail: Gina.Valentine@state.ma.us	
Contractor Vendor Code: VC60000192140		Phone: 508-820-2004	Fax: 508-820-1404
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID Must be set up for <u>EFT</u> payments.)		MMARS Doc ID(s): CTFEMA1994SPRIN00231	
RFR/Procurement or Other ID Number: FEMA-1994-DR-MA June 1, 2011 Tornadoes			
☒ 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 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. ☒ 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</u> Total if Contract is being amended). \$9,555.83			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <u>accelerated</u> payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify 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.) (Reference CFDA # 97.036) PW-00231 To reimburse for FEMA 1994 June 1 Tornadoes – The applicant took such actions as necessary to save lives, protect public health and safety and protect improved property Obligated. Assistance for emergency protective measures and debris removal under Categories A & B under the FEMA Public Assistance Program.			
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 <u>6/1/2011</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>6/30/2012</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 " <u>Effective Date</u> " 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 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: <u>David Mahr</u> Print Title: <u>Chief Fiscal Officer</u>	

Attachment: DPW - Signs and Signals PWs (1687 : DPW - Signs and Signals (\$32K))

Signature Page (continued)

For the Sub-Grantee
City of Springfield, MA

Approved as to the Appropriation:

City Comptroller
Date Signed: _____

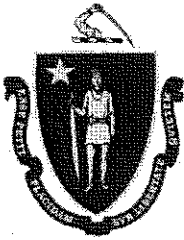
Approved as to Form:

City Solicitor
Date Signed: _____

APPROVED:

DOMENIC J. SARNO, MAYOR
Date Signed: _____

Attachment: DPW - Signs and Signals PWs (1687 : DPW - Signs and Signals (\$32K))



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY**



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: www.mass.gov/mema

Deval L. Patrick
Governor

Kurt N. Schwa
Director

Timothy P. Murray
Lieutenant Governor

Mary Elizabeth Heffernan
Secretary

May 21, 2012

**ATTACHMENT A
Project Scope, Budget, and Terms
CT-CDA-CTFEMA1994SPRIN00231**

Parties

City of Springfield ("Contractor") is an eligible public or private not for profit entity that has submitted an application for assistance to the Federal Emergency Management Agency (FEMA) Public Assistance Program and has received an approved award. The Commonwealth of Massachusetts, acting through its Massachusetts Emergency Management Agency ("Department"), administers all public assistance grants for FEMA. The Contractor is a Sub-Grantee of the Commonwealth of Massachusetts.

Applicable Laws and Regulations

This contract is issued as a grant by the Commonwealth of Massachusetts and is subject to all applicable laws and regulations including, but not limited to MGL Chapter 29 and 815 CMR 2.00. Funding is provided to the Commonwealth by FEMA as federal assistance for the major disaster designated FEMA-1994 under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), in accordance with 44 CFR. The Contractor is responsible for compliance with any and all applicable federal and state laws, statutes, rules, regulations, policies, and other governing documents.

Purpose

This sub-grant is funded by FEMA federal assistance and is awarded to reimburse Contractor for 75% of eligible costs incurred by the Contractor for emergency protective measures taken by the Contractor to save lives, protect public health and safety, or prevent damage to improved public or private property or for permanent work to restore a damaged facility to its pre-disaster status as a result of as a result of damage from the June 1, 2011 tornados. The Contractor has applied to FEMA for disaster assistance and has been awarded **\$12,741.10** in assistance for the specific projects listed in the attached Project Worksheet (PW) number **PW-00231**. Funds may be expended only for the purposes described in the approved Project Worksheet being funded by this contract.

Contractor: _____

MEMA: _____

Valid Contract Dates

Due to the unexpected nature of disasters, the effective contract start date on the Standard Contract signature page will always be earlier than the dated signatures for both the Department and Contractor. The Contractor may be reimbursed for approved activity taking place no earlier than the effective start date as indicated on the Standard Contract signature page and extending to no later than **6/30/2012**. All performance must be completed within these dates unless a State Standard Contract Amendment is executed by both parties prior to the current end date. The Department will not approve contract amendments unless or until project extensions have been approved by FEMA.

Budget:

The total value of this contract is determined by the FEMA-approved Project Worksheet. Funding is made available over the life of the contract and is allocated based on state fiscal year projections (July 1 – June 30). Contract funding is for work completed within the state fiscal year budgeted.

The total value of this contract is **\$9,555.83**. Fiscal year spending is budgeted as follows:

FY12: \$9,555.83

FY13:

FY14:

Amendments to fiscal year projections may be requested no later than May 1 to ensure a revised contract is executed prior to the end of the state fiscal year. FEMA approval is not required for an amendment to fiscal year budget. Contractors cannot be reimbursed for costs over and above the fiscal year budget (original or as amended).

The use of these funds for their stated purposes requires a 25% non-federal cost-share contribution from the Contractor per 44 CFR section 206.203. Cost-share contributions may be satisfied by either or both of: (1) allowable costs incurred under the scope of performance funded by this contract and paid from non-federal sources, and/or (2) the value of third party in-kind contributions applicable to the period to which the cost-sharing requirements apply. Allowable costs paid from non-federal sources must not count towards satisfying a cost-sharing or matching requirement of any other award of federal funds. Execution of this contract constitutes the Contractors certification that it is applying non-federal sources to meet its cost share obligation.

Payments

Contract payments will be made based on the type of Project Worksheet approved. PWs estimated and approved at \$63,900.00 or less (aka "Small Projects") and that have already been completed at the time of contract execution will be paid in a lump-sum reimbursement upon satisfactory completion of the **reporting requirements of this contract**. Small Project PWs that are not yet completed at the time of contract execution will be paid in an up-front payment less 10% retainage. The 10% retainage will be paid upon certification of project completion and satisfactory completion of the reporting requirements of this contract.

The Contractor agrees that any overpayment of funds to the Applicant will be returned promptly to MEMA, in the manner and time frame determined by the MEMA Contract Manager at the time of such notification to MEMA.

PWs estimated at greater than \$ 63,900.00 ("Large Projects") will be paid on a cost reimbursement basis for work completed, and subject to verification by the MEMA Contract Manager. All payments will be issued upon receipt and acceptance of adequate documentation of completion of project performance requirements. Partial payments may be made periodically throughout the life of a Large Project.

Contractor: _____

MEMA: _____

Reporting

For any project not completed at the time of contracting the Contractor must submit quarterly progress reports as provided by MEMA.

The Contractor must submit a P.4 Report for any completed PW to certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, that the project was completed and payments were made in compliance with the provisions of this contract and all other applicable governing documents.

If the purchase of insurance is a requirement of any approved PW, a copy of the current insurance policy must be submitted as a condition of receiving federal funds for reimbursement

Records Management

The Contractor agrees that all financial and programmatic records, supporting documents, statistical records, and other records associated with this contract are required to be retained for a period of seven (7) years, beginning on the first day after the final payment under this contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving this contract and/or any approved PWs funded by it.

Required Forms

The Contractor must complete and return the required forms. All forms must be submitted at the time of this contract execution and prior to the release of any funds for reimbursements.

- Commonwealth Standard Contract Form
- Commonwealth Terms & Conditions (if not already on file at Office of State Comptroller)
- Commonwealth Contractor Authorized Signatory Listing
- Massachusetts Form W-9 – including Applicant's DUNS number (if not already on file at Office of State Comptroller)
- FEMA Form 20-16 – Summary Sheet for Assurances and Certifications
- FEMA Form 20-16A – Assurances for Non-Construction Programs, if applicable, **AND/OR**
- FEMA Form 20-16B – Assurances for Construction Programs, if applicable
- FEMA Form 20-16C – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- SF-LLL – Disclosure of Lobbying Activities

Contractor: _____

MEMA: _____

PA-01-MA-1994-PW-00231(0) P	
Applicant Name:	Application Title:
SPRINGFIELD	DAMAGED TRAFFIC SIGNS
Period of Performance Start:	Period of Performance End:
06-15-2011	12-15-2012

Bundle Reference # (Amendment #)	Date Awarded
PA-01-MA-1994-State-0023(22)	05-02-2012

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	1994 - DR -MA	AWSPE08	013-67000-00	04-16-2012	E
APPLICANT: SPRINGFIELD			WORK COMPLETE AS OF: 04-16-2012 : 100 %		
Site 1 of 1					
DAMAGED FACILITY:			COUNTY: Hampden		
CITY OF SPRINGFIELD					
LOCATION:			LATITUDE:	LONGITUDE:	
PA-01-MA-1994-PW-00231(0):			42.10124	-72.58924	
CITYWIDE					
DAMAGE DESCRIPTION AND DIMENSIONS:					
PA-01-MA-1994-PW-00231(0):					
Tornado and severe weather conditions on June 1, 2011 produced high velocity winds which caused extensive damage to the City of Springfield. Overwhelming high velocity winds in the area caused many traffic control signs to be damaged or destroyed. The large quantities of debris produced by the event posed a significant threat to the public's health and safety. The resultant condition caused threat to life and safety of residents due to loss of traffic control that restricted movement of all emergency vehicles and rescue personnel town wide.					
SCOPE OF WORK:					
PA-01-MA-1994-PW-00231(0):					
The applicant used force account labor, equipment and materials to replace missing and damaged signs. SEE ATTACHED SPREADSHEET FOR COST BREAKDOWN					
Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☒ No			Special Considerations included? ☐ Yes ☒ No		
Hazard Mitigation proposal included? ☐ Yes					

☒ No		Is there insurance coverage on this facility? ☐ Yes ☒ No			
PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
1	9007	LABOR	1/LS	\$ 4,432.80	\$ 4,432.80
2	9008	EQUIPMENT	1/LS	\$ 2,713.00	\$ 2,713.00
3	9009	MATERIALS	1/LS	\$ 5,595.30	\$ 5,595.30
				TOTAL COST	\$ 12,741.10
PREPARED BY ANTHONY G WILLIAMS		TITLE FEMA PROJECT SPECIALIST		SIGNATURE	
APPLICANT REP. TIMOTHY J PLANTE		TITLE FINANCE DIRECTOR		SIGNATURE	

Attachment: DPW - Signs and Signals PWs (1687 : DPW - Signs and Signals (\$32K))

Capture Date: 05/03/2012 10:45

Federal Emergency Management Agency

Project Application Grant Report (P.2)

Disaster: FEMA-1994-DR-MA

Number of Records: 9

Applicant ID: 013-67000-00
Bundle #: PA-01-MA-1994-State-0023(22)

Applicant: SPRINGFIELD

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-1994-PW-00238(0)	B	N	12-15-2011	34,415.93

Facility Number: 1
Facility Name: CITY OF SPRINGFIELD
Location: CITY OF SPRINGFIELD

Scope of Work: HHS for the City of Springfield used OT labor (SEE ATTACHED SPREADSHEET), to do building safety inspections to ensure the safety and well being of the public after the declared event

\$25,811.95

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-1994-PW-00237(0)	B	N	12-15-2011	62,188.27

Facility Number: 1
Facility Name: CITY OF SPRINGFIELD
Location: CITY WIDE

Scope of Work: HHS for the City of Springfield hired 3 temporary employees to assist in building safety inspections.

\$46,641.7

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-1994-PW-00232(0)	E	N	12-15-2012	20,478.60

Facility Number: 1
Facility Name: CAMP WILDER MAINTENANCE BUILDING
Location: CAMP WILDER MAINTENANCE BUILDING

Scope of Work: Work to be completed by contractor:
1. Patch and repair damaged gypsum wall covering through out the building.
2. Remove VCT flooring in basement of building.
3. Replace VCT flooring in basement.

\$15,358.95

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-1994-PW-00231(0)	E	N	12-15-2012	12,741.10

Facility Number: 1
Facility Name: CITY OF SPRINGFIELD
Location: CITYWIDE

Scope of Work: The applicant used force account labor, equipment and materials to replace missing and damaged signs.
SEE ATTACHED SPREADSHEET FOR COST BREAKDOWN

\$9,555.8

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-1994-PW-00230(0)	E	N	12-15-2012	29,967.65

Facility Number: 1
Facility Name: CITY OF SPRINGFIELD
Location: CITY WIDE

Scope of Work: The applicant used force account equipment (SEE ATTACHED SPREADSHEET) and materials (SEE MATERIALS SHEET) to replace missing and damaged signals. All force account labor was captured on PW#00189.
SEE ATTACHED SPREADSHEET FOR COST BREAKDOWN

\$22,475

Attachment: DPW - Signs and Signals PWs (1687 : DPW - Signs and Signals (\$32K))

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-1994-PW-00211(0)	B	N	12-15-2011	(65,589.20)
Facility Number:	1			
Facility Name:	OLD ZANETTI SCHOOL			
Location:	OLD ZANETTI SCHOOL, 59 HOWARD STREET, SPRINGFIELD, MA			
Scope of Work:	This project worksheet is written deobligate \$65,589.20 dollars of Federal funding, from PW#00123 (TMC0SE2), due to the facility not being eligible under 206.226 (k)(2) as defined in the DDD. The Applicant has an opportunity and may file an appeal with the Grantee within 60 days of the receipt of notice of the action or decision that this facility was not eligible.			

\$49,191.90

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-1994-PW-00201(0)	B	N	12-15-2011	7,164.35
Facility Number:	1			
Facility Name:	SPRINGFIELD SHELTER (MASS MUTUAL CENTER)			
Location:	SPRINGFIELD SHELTER @ THE MASS MUTUAL CENTER			
Scope of Work:	COMPLETED WORK The shelter was staff by members of the City Elders and staff from the Department of Health and Human Services working on OT hours. The Labor hours are all the cost associated with the running of the shelter as all other costs were donated.			

\$5,373.26

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-1994-PW-00200(0)	A	N	12-15-2011	200,160.46
Facility Number:	1			
Facility Name:	CITY OF SPRINGFIELD			
Location:	CITY OF SPRINGFIELD			
Scope of Work:	Work Completed: This PW is being written in order to capture invoices, not captured on PW # DDSRA4 (00122), from contractors involved in the monitoring of debris removal operations for the City of Springfield MA. DDSPRA4 (00122) Purcell Associates, Glastonbury, MA. Vanassee Hagen Brstlin, Inc., Watertown, MA. O'Brien's Response Management, Ft. Lauderdale, FL. All FHWA cost was deducted on the original PW's so no deductions were taken here. Original PW cover cradle to grave disposition of debris this PW covers only the cost of the additional invoices.			

\$150,120.35

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-1994-PW-00198(0)	E	N	12-15-2012	92,279.44
Facility Number:	1			
Facility Name:	ELAIS BROOKING ELEMENTARY SCHOOL			
Location:	ELAIS BROOKINGS ELEMENTARY SCHOOL			
Scope of Work:	THIS PW IS BEING WRITTEN AS AN AMENDMENT TO PW#00162 (PLSDRE3). PW 162 WAS WRITTEN FOR ZERO DOLLARS FOR THE UNDOCUMENTED COST FOR DAMAGED OR DESTROYED EQUIPMENT AND MATERIALS FOR DRYDEN SCHOOL. THE APPLICANT NOW HAS THE NEEDED DOCUMENTATION FOR WRITING THIS PW. SEE BACKUP DOCUMENTATION FOR COST PER ROOM.			

\$69,209.5

Attachment: DPW - Signs and Signals PWs (1687 : DPW - Signs and Signals (\$32K))

9 PWs	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	393,806.60	0.00	393,806.60
Federal Share (\$)	295,354.96	0.00	295,354.96

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Federal Emergency Management Agency
Project Completion and Certification Report (P-4)
Disaster: FEMA-1994-DR-MA

Applicant FIPS ID: 013-67000-00 Applicant/Subdivision Name: SPRINGFIELD

PW#	Amendment #	Approved Proj. Amt	Cost Share	Cost Cat	Bundle	Work Done By	Projected Compl. Date	% Compl. at Fyb.	Elig. Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
PA-01-MA-1994-PW-00198	0	\$92,279.44	N	E	PA-01-MA-1994-State-0023(22)	ITEM REQUEST	12-15-2012	100	\$92,279.44	4/3/12	\$92,279.44	
PA-01-MA-1994-PW-00200	0	\$200,160.46	N	A	PA-01-MA-1994-State-0023(22)	CONTRACT	12-15-2011	100	\$200,160.46	4/11/12	\$200,160.46	
PA-01-MA-1994-PW-00201	0	\$7,164.35	N	B	PA-01-MA-1994-State-0023(22)	FIA	12-15-2011	100	\$7,164.35	4/11/12	\$7,164.35	
PA-01-MA-1994-PW-00211	0	(\$65,589.20)	N	B	PA-01-MA-1994-State-0023(22)		12-15-2011	100	(\$65,589.20)			
PA-01-MA-1994-PW-00230	0	\$29,967.65	N	E	PA-01-MA-1994-State-0023(22)	FIA	12-15-2012	100	\$29,967.65	4/11/12	\$29,967.65	
PA-01-MA-1994-PW-00231	0	\$12,741.10	N	E	PA-01-MA-1994-State-0023(22)	FIA	12-15-2012	100	\$12,741.10	4/11/12	\$12,741.10	
PA-01-MA-1994-PW-00232	0	\$20,478.60	N	B	PA-01-MA-1994-State-0023(22)		12-15-2012	0	\$20,478.60			

**Federal Emergency Management Agency
Project Completion and Certification Report (P.4)
Disaster: FEMA-1994-DR-MA**

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https://isource.fema.gov/ennie/common/view/p4Report.jsp?printBtn=print&app_ids=013-67000-00&awdPackageNI=PA-01-... 5/21/2012

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Federal Emergency Management Agency
Project Completion and Certification Report (P-4)
Disaster: FEMA-1994-DR-MA

Applicant EPRS ID: 013-67000-00 Applicant/Subdivision Name: SPRINGFIELD

Certification
I hereby certify that to the best of my knowledge and belief all work and costs claimed are eligible in accordance with the grant conditions, all work claimed has been completed, and all costs claimed have been paid in full.

Signed: _____ Date: _____

Applicant's Authorized Representative

I certify that all funds were expended in accordance with the provisions of the signed FEMA-State Agreement and I recommend an approved amount of \$ _____

Signed: _____ Date: _____

Governor's Authorized Representative

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200
201
230
231
237
238

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Federal Emergency Management Agency
Project Completion and Certification Report (P-4)
Disaster: FEMA-1994-DR-MA

Applicant FIPS ID: 013-67000-00 Applicant/Subdivision Name: SPRINGFIELD

PW#	Amendment #	Approved Proj. Amt.	Cost Share	Cost Cat	Bundle	Work Done By	Projected Compl. Date	% Compl. at Insp.	File Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
PA-01-MA-1994-PW-000198	0	\$92,279.44	N	E	PA-01-MA-1994-State-0023(22)		12-15-2012	100	\$92,279.44			
PA-01-MA-1994-PW-000200	0	\$200,160.46	N	A	PA-01-MA-1994-State-0023(22)		12-15-2011	100	\$200,160.46			
PA-01-MA-1994-PW-000201	0	\$7,164.35	N	B	PA-01-MA-1994-State-0023(22)		12-15-2011	100	\$7,164.35			
PA-01-MA-1994-PW-000211	0	(\$65,589.20)	N	B	PA-01-MA-1994-State-0023(22)		12-15-2011	100	(\$65,589.20)			
PA-01-MA-1994-PW-000230	0	\$29,967.65	N	E	PA-01-MA-1994-State-0023(22)		12-15-2012	100	\$29,967.65			
PA-01-MA-1994-PW-000231	0	\$12,741.10	N	E	PA-01-MA-1994-State-0023(22)		12-15-2012	100	\$12,741.10			
PA-01-MA-1994-PW-000232	0	\$20,478.60	N	E	PA-01-MA-1994-State-0023(22)		12-15-2012	0	\$20,478.60		\$20,478.60	

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Federal Emergency Management Agency
Project Completion and Certification Report (P-4)
Disaster: FEMA-1994-DR-MA

Applicant FIPS ID: 013-67000-00 Applicant/Division Name: SPRINGFIELD

I hereby certify that to the best of my knowledge and belief all work and costs claimed are eligible in accordance with the grant conditions, all work claimed has been completed, and all costs claimed have been paid in full.

Signed: _____ Date: _____

Applicant's Authorized Representative

I certify that all funds were expended in accordance with the provisions of the signed FEMA-State Agreement and I recommend an approved amount of \$ 20478.00

Signed: _____ Date: _____

Governor's Authorized Representative

232

3.7.a

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: CDA Massachusetts Emergency Management Agency MMARS Department Code: CDA	
Legal Address: (W-9, W-4,T&C): 36 Court St. Room 309, Springfield MA 01104		Business Mailing Address: 400 Worcester Road, Framingham, MA 01702	
Contract Manager: Mr. Timothy Plante		Billing Address (if different):	
E-Mail: tjplante@springfieldcityhall.com		Contract Manager: Gina Valentine	
Phone: 413-787-6215	Fax:	E-Mail: Gina.Valentine@state.ma.us	
Contractor Vendor Code: VC60000192140		Phone: 508-820-2004	Fax: 508-820-1404
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address Id Must be set up for <u>EFT</u> payments.)		MMARS Doc ID(s): CTFEMA1994SPRIN00230 RFR/Procurement or Other ID Number: FEMA-1994-DR-MA June 1, 2011 Tornos	
<u>x</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) ☒ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20 _____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ Amendment to 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 new Total if Contract is being amended). \$22,475.74			
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 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.) (Reference CFDA # 97.036) PW-00230 To reimburse for FEMA 1994 June 1 Tornos – The applicant took such actions as necessary to save lives, protect public health and safety and protect improved property Obligated. Assistance for emergency protective measures and debris removal under Categories A & B under the FEMA Public Assistance Program.			
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 no obligations have been incurred prior to the <u>Effective Date</u> . ☐ 2. may be incurred as of _____, 20____, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . ☒ 3. were incurred as of <u>6/1/2011</u> , a date PRIOR 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>6/30/2012</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 Commonwealth Terms and Conditions, 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: 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: <u>David Mahr</u> Print Title: <u>Chief Fiscal Officer</u>	

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Signature Page (continued)

For the Sub-Grantee
City of Springfield, MA

Approved as to the Appropriation:

City Comptroller

Date Signed: _____

Approved as to Form:

City Solicitor

Date Signed: _____

APPROVED:

DOMENIC J. SARNO, MAYOR

Date Signed: _____

Attachment: DPW - Signs and Signals PWs (1687 : DPW - Signs and Signals (\$32K))



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY**



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: www.mass.gov/mema

Deval L. Patrick
Governor

Kurt N. Schwar
Director

Timothy P. Murray
Lieutenant Governor

Mary Elizabeth Heffernan
Secretary

May 21, 2012

**ATTACHMENT A
Project Scope, Budget, and Terms
CT-CDA-CTFEMA1994SPRIN00230**

Parties

City of Springfield ("Contractor") is an eligible public or private not for profit entity that has submitted an application for assistance to the Federal Emergency Management Agency (FEMA) Public Assistance Program and has received an approved award. The Commonwealth of Massachusetts, acting through its Massachusetts Emergency Management Agency ("Department"), administers all public assistance grants for FEMA. The Contractor is a Sub-Grantee of the Commonwealth of Massachusetts.

Applicable Laws and Regulations

This contract is issued as a grant by the Commonwealth of Massachusetts and is subject to all applicable laws and regulations including, but not limited to MGL Chapter 29 and 815 CMR 2.00. Funding is provided to the Commonwealth by FEMA as federal assistance for the major disaster designated FEMA-1994 under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), in accordance with 44 CFR. The Contractor is responsible for compliance with any and all applicable federal and state laws, statutes, rules, regulations, policies, and other governing documents.

Purpose

This sub-grant is funded by FEMA federal assistance and is awarded to reimburse Contractor for 75% of eligible costs incurred by the Contractor for emergency protective measures taken by the Contractor to save lives, protect public health and safety, or prevent damage to improved public or private property or for permanent work to restore a damaged facility to its pre-disaster status as a result of as a result of damage from the June 1, 2011 tornados. The Contractor has applied to FEMA for disaster assistance and has been awarded **\$29,967.65** in assistance for the specific projects listed in the attached Project Worksheet (PW) number **PW-00230**. Funds may be expended only for the purposes described in the approved Project Worksheet being funded by this contract.

Contractor: _____

MEMA: _____

Valid Contract Dates

Due to the unexpected nature of disasters, the effective contract start date on the Standard Contract signature page will always be earlier than the dated signatures for both the Department and Contractor. The Contractor may be reimbursed for approved activity taking place no earlier than the effective start date as indicated on the Standard Contract signature page and extending to no later than **6/30/2012**. All performance must be completed within these dates unless a State Standard Contract Amendment is executed by both parties prior to the current end date. The Department will not approve contract amendments unless or until project extensions have been approved by FEMA.

Budget:

The total value of this contract is determined by the FEMA-approved Project Worksheet. Funding is made available over the life of the contract and is allocated based on state fiscal year projections (July 1 – June 30). Contract funding is for work completed within the state fiscal year budgeted.

The total value of this contract is **\$22,475.74**. Fiscal year spending is budgeted as follows:

FY12: \$22,475.74

FY13:

FY14:

Amendments to fiscal year projections may be requested no later than May 1 to ensure a revised contract is executed prior to the end of the state fiscal year. FEMA approval is not required for an amendment to fiscal year budget. Contractors cannot be reimbursed for costs over and above the fiscal year budget (original or as amended).

The use of these funds for their stated purposes requires a 25% non-federal cost-share contribution from the Contractor per 44 CFR section 206.203. Cost-share contributions may be satisfied by either or both of: (1) allowable costs incurred under the scope of performance funded by this contract and paid from non-federal sources, and/or (2) the value of third party in-kind contributions applicable to the period to which the cost-sharing requirements apply. Allowable costs paid from non-federal sources must not count towards satisfying a cost-sharing or matching requirement of any other award of federal funds. Execution of this contract constitutes the Contractors certification that it is applying non-federal sources to meet its cost share obligation.

Payments

Contract payments will be made based on the type of Project Worksheet approved. PWs estimated and approved at \$63,900.00 or less (aka "Small Projects") and that have already been completed at the time of contract execution will be paid in a lump-sum reimbursement upon satisfactory completion of the **reporting requirements of this contract**. Small Project PWs that are not yet completed at the time of contract execution will be paid in an up-front payment less 10% retainage. The 10% retainage will be paid upon certification of project completion and satisfactory completion of the reporting requirements of this contract.

The Contractor agrees that any overpayment of funds to the Applicant will be returned promptly to MEMA, in the manner and time frame determined by the MEMA Contract Manager at the time of such notification to MEMA.

PWs estimated at greater than \$ 63,900.00 ("Large Projects") will be paid on a cost reimbursement basis for work completed, and subject to verification by the MEMA Contract Manager. All payments will be issued upon receipt and acceptance of adequate documentation of completion of project performance requirements. Partial payments may be made periodically throughout the life of a Large Project.

Contractor: _____

MEMA: _____

Reporting

For any project not completed at the time of contracting the Contractor must submit quarterly progress reports as provided by MEMA.

The Contractor must submit a P.4 Report for any completed PW to certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, that the project was completed and payments were made in compliance with the provisions of this contract and all other applicable governing documents.

If the purchase of insurance is a requirement of any approved PW, a copy of the current insurance policy must be submitted as a condition of receiving federal funds for reimbursement

Records Management

The Contractor agrees that all financial and programmatic records, supporting documents, statistical records, and other records associated with this contract are required to be retained for a period of seven (7) years, beginning on the first day after the final payment under this contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving this contract and/or any approved PWs funded by it.

Required Forms

The Contractor must complete and return the required forms. All forms must be submitted at the time of this contract execution and prior to the release of any funds for reimbursements.

- Commonwealth Standard Contract Form
- Commonwealth Terms & Conditions (if not already on file at Office of State Comptroller)
- Commonwealth Contractor Authorized Signatory Listing
- Massachusetts Form W-9 – including Applicant's DUNS number (if not already on file at Office of State Comptroller)
- FEMA Form 20-16 – Summary Sheet for Assurances and Certifications
- FEMA Form 20-16A – Assurances for Non-Construction Programs, if applicable, **AND/OR**
- FEMA Form 20-16B – Assurances for Construction Programs, if applicable
- FEMA Form 20-16C – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- SF-LLL – Disclosure of Lobbying Activities

Contractor: _____

MEMA: _____

PA-01-MA-1994-PW-00230(0) P	
Applicant Name:	Application Title:
SPRINGFIELD	TRAFFIC SIGNALS DAMAGED OR MISSING
Period of Performance Start:	Period of Performance End:
06-15-2011	12-15-2012

Bundle Reference # (Amendment #)	Date Awarded
PA-01-MA-1994-State-0023(22)	05-02-2012

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET						
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY	
FEMA	1994 - DR -MA	AWSPE09	013-67000-00	04-16-2012	E	
APPLICANT: SPRINGFIELD				WORK COMPLETE AS OF: 04-16-2012 : 100 %		
Site 1 of 1						
DAMAGED FACILITY:				COUNTY: Hampden		
CITY OF SPRINGFIELD						
LOCATION:				LATITUDE:	LONGITUDE:	
PA-01-MA-1994-PW-00230(0):				42.10124	-72.58924	
CITY WIDE						
DAMAGE DESCRIPTION AND DIMENSIONS:						
PA-01-MA-1994-PW-00230(0):						
Tornado and severe weather conditions on June 1, 2011 produced high velocity winds which caused extensive damage to the City of Springfield. Overwhelming high velocity winds in the area caused many traffic control signals to be damaged or destroyed, this in turn caused a great deal of difficulty in controlling traffic and allowing emergency vehicles to get through to handle calls. The large quantities of debris produced by the event posed a significant threat to the public's health and safety. The resultant condition caused threat to life and safety of residents due to loss of traffic control that restricted movement of all emergency vehicles and rescue personnel town wide.						
SCOPE OF WORK:						
PA-01-MA-1994-PW-00230(0):						
The applicant used force account equipment (SEE ATTACHED SPREADSHEET) and materials (SEE MATERIALS SHEET) to replace missing and damaged signals. All force account labor was captured on PW#00189. SEE ATTACHED SPREADSHEET FOR COST BREAKDOWN						
Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☒ No				Special Considerations included? ☐ Yes ☒ No		

Attachment: DPW - Signs and Signals PWs (1687 : DPW - Signs and Signals (\$32K))

Hazard Mitigation proposal included? ☐ Yes ☒ No		Is there insurance coverage on this facility? ☐ Yes ☒ No			
PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
1	9008	EQUIPMENT	1/LS	\$ 2,240.16	\$ 2,240.16
2	9009	MATERIALS	1/LS	\$ 27,727.49	\$ 27,727.49
				TOTAL COST	\$ 29,967.65
PREPARED BY ANTHONY G WILLIAMS		TITLE FEMA PROJECT SPECIALIST		SIGNATURE	
APPLICANT REP. TIMOTHY J PLANTE		TITLE FINANCE DIRECTOR		SIGNATURE	

Attachment: DPW - Signs and Signals PWs (1687 : DPW - Signs and Signals (\$32K))

Capture Date: 05/03/2012 10:45

Federal Emergency Management Agency

Project Application Grant Report (P.2)

Disaster: FEMA-1994-DR-MA

Number of Records: 9

Applicant ID: 013-67000-00
Bundle #: PA-01-MA-1994-State-0023(22)

Applicant: SPRINGFIELD

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-1994-PW-00238(0)	B	N	12-15-2011	34,415.93

Facility Number:

1

Facility Name:

CITY OF SPRINGFIELD

Location:

CITY OF SPRINGFIELD

Scope of Work:

HHS for the City of Springfield used OT labor (SEE ATTACHED SPREADSHEET), to do building safety inspections to ensure the safety and well being of the public after the declared event

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-1994-PW-00237(0)	B	N	12-15-2011	62,188.27

Facility Number:

1

Facility Name:

CITY OF SPRINGFIELD

Location:

CITY WIDE

Scope of Work:

HHS for the City of Springfield hired 3 temporary employees to assist in building safety inspections.

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-1994-PW-00232(0)	E	N	12-15-2012	20,478.60

Facility Number:

1

Facility Name:

CAMP WILDER MAINTENANCE BUILDING

Location:

CAMP WILDER MAINTENANCE BUILDING

Scope of Work:

Work to be completed by contractor:

1. Patch and repair damaged gypsum wall covering through out the building.
2. Remove VCT flooring in basement of building.
3. Replace VCT flooring in basement.

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-1994-PW-00231(0)	E	N	12-15-2012	12,741.10

Facility Number:

1

Facility Name:

CITY OF SPRINGFIELD

Location:

CITYWIDE

Scope of Work:

The applicant used force account labor, equipment and materials to replace missing and damaged signs.
SEE ATTACHED SPREADSHEET FOR COST BREAKDOWN

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-1994-PW-00230(0)	E	N	12-15-2012	29,967.65

Facility Number:

1

Facility Name:

CITY OF SPRINGFIELD

Location:

CITY WIDE

Scope of Work:

The applicant used force account equipment (SEE ATTACHED SPREADSHEET) and materials (SEE MATERIALS SHEET) to replace missing and damaged signals. All force account labor was captured on PW#00189.
SEE ATTACHED SPREADSHEET FOR COST BREAKDOWN

Attachment: DPW - Signs and Signals PWs (1687 : DPW - Signs and Signals (\$32K))

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-1994-PW-00211(0)	B	N	12-15-2011	(65,589.20)
Facility Number:	1			
Facility Name:	OLD ZANETTI SCHOOL			
Location:	OLD ZANETTI SCHOOL, 59 HOWARD STREET, SPRINGFIELD, MA			
Scope of Work:	This project worksheet is written deobligate \$65,589.20 dollars of Federal funding, from PW#00123 (TMC0SE2), due to the facility not being eligible under 206.226 (k)(2) as defined in the DDD. The Applicant has an opportunity and may file an appeal with the Grantee within 60 days of the receipt of notice of the action or decision that this facility was not eligible.			
PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-1994-PW-00201(0)	B	N	12-15-2011	7,164.35
Facility Number:	1			
Facility Name:	SPRINGFIELD SHELTER (MASS MUTUAL CENTER)			
Location:	SPRINGFIELD SHELTER @ THE MASS MUTUAL CENTER			
Scope of Work:	COMPLETED WORK The shelter was staff by members of the City Elders and staff from the Department of Health and Human Services working on OT hours. The Labor hours are all the cost associated with the running of the shelter as all other costs were donated.			
PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-1994-PW-00200(0)	A	N	12-15-2011	200,160.46
Facility Number:	1			
Facility Name:	CITY OF SPRINGFIELD			
Location:	CITY OF SPRINGFIELD			
Scope of Work:	Work Completed: This PW is being written in order to capture invoices, not captured on PW # DDSRA4 (00122), from contractors involved in the monitoring of debris removal operations for the City of Springfield MA. DDSPRA4 (00122) Purcell Associates, Glastonbury, MA. Vanassee Hagen Brstlin, Inc., Watertown, MA. O'Brien's Response Management, Ft. Lauderdale, FL. All FHWA cost was deducted on the original PW's so no deductions were taken here. Original PW cover cradle to grave disposition of debris this PW covers only the cost of the additional invoices.			
PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-1994-PW-00198(0)	E	N	12-15-2012	92,279.44
Facility Number:	1			
Facility Name:	ELAIS BROOKING ELEMENTARY SCHOOL			
Location:	ELAIS BROOKINGS ELEMENTARY SCHOOL			
Scope of Work:	THIS PW IS BEING WRITTEN AS AN AMENDMENT TO PW#00162 (PLSDRE3). PW 162 WAS WRITTEN FOR ZERO DOLLARS FOR THE UNDOCUMENTED COST FOR DAMAGED OR DESTROYED EQUIPMENT AND MATERIALS FOR DRYDEN SCHOOL. THE APPLICANT NOW HAS THE NEEDED DOCUMENTATION FOR WRITING THIS PW. SEE BACKUP DOCUMENTATION FOR COST PER ROOM.			
9 PWs	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)	
Amount Eligible (\$)	393,806.60	0.00	393,806.60	
Federal Share (\$)	295,354.96	0.00	295,354.96	

Attachment: DPW - Signs and Signals PWs (1687 : DPW - Signs and Signals (\$32K))

Generated Date: 05/21/2012 13:30

Federal Emergency Management Agency
Project Completion and Certification Report (P-4)
Disaster: FEMA-1994-DR-MA

Applicant FIPS ID: 013-67000-00 Applicant/Subdivision Name: SPRINGFIELD

PW#	Amendment #	Approved Proj. Amt	Cost Share	Cost Cat	Bundle	Work Done By	Projected Compl. Date	% Compl. at Insp.	Elig. Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
PA-01-MA-1994-PV-00198	0	\$92,279.44	N	E	PA-01-MA-1994-State-0023(22)	ITEMIZATION	12-15-2012	100	\$92,279.44	4/3/12	\$92,279.44	
PA-01-MA-1994-PV-00200	0	\$200,160.46	N	A	PA-01-MA-1994-State-0023(22)	CONTRACT	12-15-2011	100	\$200,160.46	4/11/12	\$200,160.46	
PA-01-MA-1994-PV-00201	0	\$7,164.35	N	B	PA-01-MA-1994-State-0023(22)	EIA	12-15-2011	100	\$7,164.35	4/11/12	\$7,164.35	
PA-01-MA-1994-PV-00211	0	(\$65,589.20)	N	B	PA-01-MA-1994-State-0023(22)	EIA	12-15-2011	100	(\$65,589.20)	4/11/12	\$	
PA-01-MA-1994-PV-00230	0	\$29,967.65	N	E	PA-01-MA-1994-State-0023(22)	EIA	12-15-2012	100	\$29,967.65	4/11/12	\$29,967.65	
PA-01-MA-1994-PV-00231	0	\$12,741.10	N	E	PA-01-MA-1994-State-0023(22)	EIA	12-15-2012	100	\$12,741.10	4/11/12	\$12,741.10	
PA-01-MA-1994-PV-00232	0	\$20,478.60	N	E	PA-01-MA-1994-State-0023(22)		12-15-2012	0	\$20,478.60		\$	

Generated Date: 05/21/2012 13:30

Federal Emergency Management Agency
Project Completion and Certification Report (P-4)
Disaster: FEMA-1994-DR-MA

Applicant FIPS ID: 013-67000-00 Applicant/Subdivision Name: SPRINGFIELD

PY#	Amendment #	Approved Proj. Amt.	Cost Share	Cat	Bundle	Work Done By	Projected Compl. Date	% Compl. at Insp.	Elig. Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
PA-01-MA-1994-PW-00237	0	\$62,188.27	N	B	PA-01-MA-1994-State-0023(22)	ELA	12-15-2011	100	\$62,188.27	4/17/12	\$62,188.27	
PA-01-MA-1994-PW-00238	0	\$34,415.93	N	B	PA-01-MA-1994-State-0023(22)	ELA	12-15-2011	100	\$34,415.93	4/17/12	\$34,415.93	
Total for 9 PYs:		\$393,806.60										
Subgrantee Admin:		\$0.00										
Grand Total:		\$393,806.60										

Generated Date: 05/21/2012 13:30

Federal Emergency Management Agency
Project Completion and Certification Report (F-4)
Disaster: FEMA-1994-DR-MA

Applicant FIPS ID: 013-67000-00 Applicant/Subdivision Name: SPRINGFIELD

I hereby certify that to the best of my knowledge and belief all work and costs claimed are eligible in accordance with the grant conditions, all work claimed has been completed, and all costs claimed have been paid in full.

Certification

I certify that all funds were expended in accordance with the provisions of the signed FEMA-State Agreement and I recommend an approved amount of \$ _____

Signed: _____ Date: _____

Applicant's Authorized Representative

Signed: _____ Date: _____

Governor's Authorized Representative

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200
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Generated Date: 05/03/2012 11:17

Federal Emergency Management Agency
Project Completion and Certification Report (P.4)
Disaster: FEMA-1994-DR-MA

Applicant FIPS ID: 013-67000-00 Applicant/Subdivision Name: SPRINGFIELD

FY#	Amendment #	Approved Proli Amt	Cost Share	Cost Cat	Bundle	Work Done By	Projected Compl Date	% Compl at Insp	Elig Amount	Actual Date Completed	Amt Claimed by Applicant	Comments
PA-01-MA-1994-PV-00198	0	\$92,279.44	N	E	PA-01-MA-1994-State-0023(22)		12-15-2012	100	\$92,279.44			
PA-01-MA-1994-PV-00200	0	\$200,160.46	N	A	PA-01-MA-1994-State-0023(22)		12-15-2011	100	\$200,160.46			
PA-01-MA-1994-PV-00201	0	\$7,164.35	N	B	PA-01-MA-1994-State-0023(22)		12-15-2011	100	\$7,164.35			
PA-01-MA-1994-PV-00211	0	(\$65,589.20)	N	B	PA-01-MA-1994-State-0023(22)		12-15-2011	100	(\$65,589.20)			
PA-01-MA-1994-PV-00230	0	\$29,967.65	N	E	PA-01-MA-1994-State-0023(22)		12-15-2012	100	\$29,967.65			
PA-01-MA-1994-PV-00231	0	\$12,741.10	N	E	PA-01-MA-1994-State-0023(22)		12-15-2012	100	\$12,741.10			
PA-01-MA-1994-PV-00232	0	\$20,478.60	N	E	PA-01-MA-1994-State-0023(22)		12-15-2012	0	\$20,478.60		\$20,478.60	

**Federal Emergency Management Agency
Project Completion and Certification Report (P.4)
Disaster: FEMA-1994-DR-MA**

Certification

I hereby certify that to the best of my knowledge and belief all work and costs claimed are eligible in accordance with the grant conditions, all work claimed has been completed, and all costs claimed have been paid in full.

I certify that all funds were expended in accordance with the provisions of the signed FEMA-State Agreement and I recommend an approved amount of \$ 20475.00

Signed: _____ Date: _____

Applicant's Authorized Representative

Signed: _____ Date: _____

Governor's Authorized Representative

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The City of Springfield
Department of Administration and Finance
 36 Court Street, Room 312
 Springfield, MA 01103

LEE C. ERDMANN
 CHIEF ADMINISTRATIVE
 AND FINANCIAL OFFICER
 (413) 886-5288

APPROPRIATION ORDER

May 30, 2012

Mayor Domenic J. Sarno
 City Council President James J. Ferrera III
 Members of the City Council
 36 Court Street
 Springfield, MA 01103

RE: Appropriation Order – DPW Signs and Signals -
Certification of Chief Administrative and Financial Officer

Dear Mayor Sarno, President Ferrera, and Members of the City Council:

On June 4, 2012, the City Council will consider an order to appropriate funds totaling \$32,000 from revenue received from FEMA to DPW for signs and signals damaged during the tornado.

- Originally, the funds to repair signs and signals damaged by the tornado were paid from DPW's FY11 budget in June, 2011.
- These costs were not reclassified to the tornado account therefore, the FEMA reimbursement is not being deposited there.
- Instead, the FEMA revenue is being requested as an appropriation for DPW to address their signs and signals needs for the remainder of FY12.

This letter will confirm that in my professional opinion, as the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order appropriating \$32,000, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

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

Please contact me with any questions.

 Lee C. Erdmann
 Chief Administrative and Financial Officer

Attachment: CAFO Certification - DPW Signs and Signals (1687 : DPW - Signs and Signals (\$32K))

The City of Springfield
Department of Administration and Finance
 36 Court Street, Room 312
 Springfield, MA 01103

LEE C. ERDMANN
 CHIEF ADMINISTRATIVE
 AND FINANCIAL OFFICER
 (413) 886-5288

APPROPRIATION ORDER

May 30, 2012

Mayor Domenic J. Sarno
 City Council President James J. Ferrera III
 Members of the City Council
 36 Court Street
 Springfield, MA 01103

RE: Appropriation Order – Budget Transfer W/In a Department \$85,000 - Finance
Certification of Chief Administrative and Financial Officer

Dear Mayor Sarno, President Ferrera, and Members of the City Council:

On June 4, 2012, the City Council will consider an order to appropriate funds totaling \$85,000 from the Police Salaries and Wages to Police Gasoline in order to fund the deficit created by rising fuel costs with savings from vacancies.

This letter will confirm that in my professional opinion, as the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order appropriating \$85,000 without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

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

Please contact me with any questions.

 Lee C. Erdmann
 Chief Administrative and Financial Officer

Attachment: CAFO Certification - Police Diesel Transfer (1688 : Budget Transfer W/In a Department \$85,000 - Police)

Please submit this form
directly to the Finance
Department.

Submission to any other
department may result in
processing delays.

Thank you for your
cooperation.



Department

Police

Dept Head

Commissioner Fitchet

**City of Springfield, MA
Intra-Departmental Budget Transfer Request**

Account to be reduced:

Department

Police

Name:

Salaries and Wages

ORG / Object:

01213110-501000

Account to be increased:

Police

Name:

Gas and Diesel

ORG / Object:

01211710-548400

Amount to be transferred:

\$85,000

Reason for transfer:

This transfer is needed to cover the deficit in the Springfield Police Department's FY 2012 OTPS budget. The deficit is due to rising fuel costs that were unanticipated when the budget was created almost one year ago. I have performed an analysis that indicates an anticipated surplus of approximately \$100,000. This projection takes into account the current vacancy savings that the Department will realize after meeting the Lost Time figure.

APPROVED BY:

Department Head:

William J. Fitchet
signature

WILLIAM FITCHET
name

MAY 24, 2012
date

Financial Analyst:

Joey C. Winkler
signature

JENNIFER C WINKLER
name

5/25/12
date

Budget Director:

LeeAnn Pasquini
signature

LeeAnn Pasquini
name

5/29/12 (pending)
date

Finance Director:

Timothy J. Plante
signature

Timothy J. Plante
name

5/29/12
date

CAFO:

Lee C. Erdmann
signature

Lee C. Erdmann
name

05/29/12 (pending)
date

Attachment: fy12 pd xfer diesel (1688 : Budget Transfer W/in a Department \$85,000 - Police)

The City of Springfield
Department of Administration and Finance
 36 Court Street, Room 312
 Springfield, MA 01103

LEE C. ERDMANN
 CHIEF ADMINISTRATIVE
 AND FINANCIAL OFFICER
 (413) 886-5288

APPROPRIATION ORDER

May 30, 2012

Mayor Domenic J. Sarno
 City Council President James J. Ferrera III
 Members of the City Council
 36 Court Street
 Springfield, MA 01103

RE: Appropriation Order – Budget Transfer W/In a Department \$40,000 – Dept of Capital Asset
Certification of Chief Administrative and Financial Officer

Dear Mayor Sarno, President Ferrera, and Members of the City Council:

On June 4, 2012, the City Council will consider an order to appropriate funds totaling \$40,000 from the following line items to cover the cost of project management services due to an internal project manager resigning:

- DCAC - salaries and wages due to one vacancy to professional services - \$15,000
- Comptroller – reserve from contingencies to DCAC - professional services - \$25,000

This letter will confirm that in my professional opinion, as the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order appropriating \$40,000, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

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

Please contact me with any questions.

 Lee C. Erdmann
 Chief Administrative and Financial Officer

Attachment: CAFO Certification - DCAC Profes Svcs (1689 : Budget Transfer Across Departments \$25,000)

The City of Springfield
Department of Administration and Finance
 36 Court Street, Room 312
 Springfield, MA 01103

LEE C. ERDMANN
 CHIEF ADMINISTRATIVE
 AND FINANCIAL OFFICER
 (413) 886-5288

APPROPRIATION ORDER

May 30, 2012

Mayor Domenic J. Sarno
 City Council President James J. Ferrera III
 Members of the City Council
 36 Court Street
 Springfield, MA 01103

RE: Appropriation Order – Budget Transfer W/In a Department \$40,000 – Dept of Capital Asset
Certification of Chief Administrative and Financial Officer

Dear Mayor Sarno, President Ferrera, and Members of the City Council:

On June 4, 2012, the City Council will consider an order to appropriate funds totaling \$40,000 from the following line items to cover the cost of project management services due to an internal project manager resigning:

- DCAC - salaries and wages due to one vacancy to professional services - \$15,000
- Comptroller – reserve from contingencies to DCAC - professional services - \$25,000

This letter will confirm that in my professional opinion, as the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order appropriating \$40,000, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

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

Please contact me with any questions.

 Lee C. Erdmann
 Chief Administrative and Financial Officer

Attachment: CAFO Certification - DCAC Profes Svcs (1690 : Budget Transfer W/In a Department \$15,000 - DCAC)



COMMUNITY
FOUNDATION
OF WESTERN MASSACHUSETTS

May 11, 2012

Patrick Y. Greenhalgh, Esq.
Associate City Solicitor
City of Springfield Law Department
36 Court Street, Room 210
Springfield, MA 01103

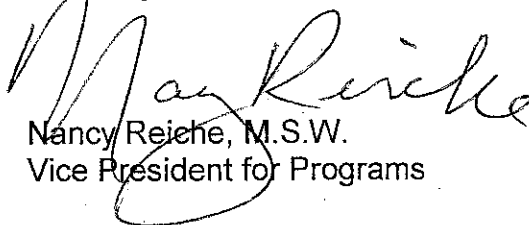
Dear Attorney Greenhalgh:

The Trustees of the Community Foundation of Western Massachusetts are pleased to enclose a check in the amount of \$26,200 for maintenance of the meetinghouse and organ of the Old First Church from the *Old First Church Fund for the Maintenance of Its Meetinghouse and Organ*.

As you have previously been made aware, your organization is the beneficiary of a permanently endowed distribution from this fund that is to be made on an annual basis. However, this distribution can only be made once we have obtained the Mayor's certification that the City of Springfield is in compliance with the fund letter as outlined in my correspondence of April 6, 2012.

We are extremely pleased to be able to help your organization and we wish you well in all of your endeavors. As always, if we can be of any further assistance or if you have any questions or concerns, please do not hesitate to contact us.

Sincerely,



Nancy Reiche, M.S.W.
Vice President for Programs

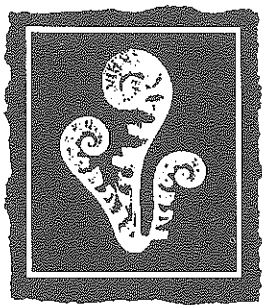
C: Mayor Domenic Sarno

Enc.

RECEIVED
MAY 14 2012
CITY OF SPRINGFIELD
Law Department

1500 Main Street
P.O. Box 15769
Springfield, MA 01115
(413) 732-2858
Fax (413) 733-8565

www.communityfoundation.org



COMMUNITY
FOUNDATION
OF WESTERN MASSACHUSETTS

April 6, 2012

Kathleen Breck
Associate City Solicitor
City of Springfield Law Department
36 Court Street, Room 210
Springfield, MA 01103

RECEIVED
APR 07 2012
CITY OF SPRINGFIELD
Law Department

Dear Attorney Breck:

The City of Springfield is the beneficiary of a permanently endowed fund for the maintenance of the meetinghouse and organ of the Old First Church. The fund is called the *Old First Church Fund for the Maintenance of Its Meetinghouse and Organ*.

The distribution from this fund is to be made on an annual basis but it can only be made once we have obtained the Mayor's certification that the City of Springfield is in compliance with the fund letter. A copy of the fund letter is enclosed.

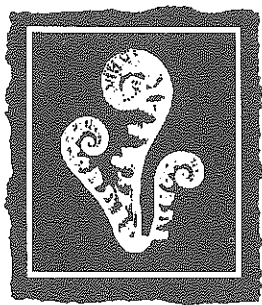
We are extremely pleased to be able to help your organization. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

Nancy Reiche
Vice President for Programs

Enc.

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**COMMUNITY
FOUNDATION**
OF WESTERN MASSACHUSETTS

April 6, 2012

The Honorable Domenic Sarno
Mayor
City of Springfield
36 Court Street
Springfield, MA 01103

Dear Mayor Sarno:

In November 2009 the **Old First Church Fund for the Maintenance of Its Meetinghouse and Organ** fund was established at the Community Foundation of Western Massachusetts by the Congregation of the First Church of Christ Congregational for the maintenance of the meetinghouse and organ of the Old First Church. The City of Springfield, now the owner of the meetinghouse, is the beneficiary of a permanently endowed distribution annually from this fund provided that it meets the terms and conditions outlined in the fund letter. The \$26,200 distribution for 2012 will be forwarded to you once we have obtained your certification that the City of Springfield is in compliance with the fund letter.

Please note: Our Investment and Audit and Finance Committees undertook a thoughtful review of our distribution rate, which has been at 4.5% for the past ten years. The committees' analysis took into account the Foundation's mission of preserving a permanent endowment for future generations, while making annual distributions that support and enrich our community today. The thorough review included the industry's best modeling for long-term investment returns, the rate of inflation and current expenses. At the January meeting, Trustees approved a recommendation from the Audit and Finance Committee to change the distribution rate from 4.5% to 4.25% effective with the start of our new fiscal year, April 1, 2012. Any distributions from the **Old First Church Fund for the Maintenance of Its Meetinghouse and Organ** fund after that date are utilizing the new rate.

The terms and conditions noted in the fund letter pertain to the use of the funds distributed and require that the Community Foundation obtain certifications from the City of Springfield that the City is in compliance or is in the process of complying with the Preservation Restriction Agreement with the Massachusetts Historical Commission. The pertinent terms and conditions in the fund letter:

- The City of Springfield must continue to own the meetinghouse in order to receive the annual distribution.
- The Fund was established by the Congregation of the First Church of Christ Congregational for the maintenance of the meetinghouse and organ of the Old First Church. The "meetinghouse" for the purpose of receiving distributions from the Fund shall mean the original main wooden structure of the building (erected in 1819—it is the fourth Old First Church building). The attached brick portion of the building commonly known as the "parish house", which was added in 1874, shall be excluded for this purpose.

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April 6, 2012

Letter to Mayor Sarno, City of Springfield

- The Fund may also be used for the maintenance of the impressive Aeolian-Skinner Organ which was completely refurbished in 1999 at which time the beautiful African Mahogany façade with its polished tin pipes from Germany were added.
- The entire building is designated as a Massachusetts Historic Landmark and is listed on the National Register of Historic Places. The Preservation Restriction Agreement with the Massachusetts Historical Commission applies to any changes to the building (primarily to the exterior, but has application to the interior as well). Any reconstruction which may affect the historical integrity of the building is subject to the Preservation Restriction Agreement with the Commonwealth of Massachusetts by and through the Massachusetts Historical Commission. The Agreement is applicable in perpetuity to the premises. A copy of the Agreement is enclosed.

We ask that you review the terms and conditions related to the distribution as outlined above and sign below to certify the City of Springfield's compliance with the terms of the fund and the Preservation Restriction Agreement with the Massachusetts Historical Commission.

Please feel free to call me if you have any questions.

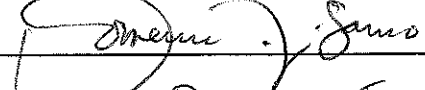
Sincerely,

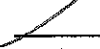


Nancy Reiche, M.S.W.
Vice President for Programs

Certification

I have read the terms and conditions outline above for the annual distribution from the **Old First Church Fund for the Maintenance of Its Meetinghouse and Organ** and certify that the City of Springfield is in compliance with the terms of the fund and the Preservation Restriction Agreement with the Massachusetts Historical Commission.

By:  Date: 5/8/12 

Name and Title:  DOMENIC J. SARNO - Mayor

The City of Springfield
Department of Administration and Finance
 36 Court Street, Room 312
 Springfield, MA 01103

LEE C. ERDMANN
 CHIEF ADMINISTRATIVE
 AND FINANCIAL OFFICER
 (413) 886-5288

APPROPRIATION ORDER

May 30, 2012

Mayor Domenic J. Sarno
 City Council President James J. Ferrera III
 Members of the City Council
 36 Court Street
 Springfield, MA 01103

RE: Appropriation Order – Budget Transfer W/In a Department \$1,049,734 - Finance
Certification of Chief Administrative and Financial Officer

Dear Mayor Sarno, President Ferrera, and Members of the City Council:

On June 4, 2012, the City Council will consider an order to appropriate funds totaling \$1,049,734 from the following capital accounts in order to carry forward funding in the next fiscal year for purposes of keeping the funding available for projects currently in progress.

From					To			
Org	Object	Project	Amount	Notes	Org	Object	Project	Amount
01133	580700	PLV12	2,166	PD Vehicles	34161330	580700	PLV12	2,166
01133	580800	1110D	64,000	Dickinson St	34161330	580800	1110D	64,000
01133	580800	IOSWR	55,311	Indian Orchard Sidewalk	34161330	580800	IOSWR	55,311
01133	580400	TURFC	105,000	Astro Turf	34161330	580400	TURFC	105,000
01133	580800	SKYWK	1,450	Skywalk	34161330	580800	SKYWK	1,450
01133	580600		500,000	PD Electrical	34161330	580600		500,000
01133	580600		276,180	Senior Center Construc Doc	34161330	580600		276,180
01133	580600		45,627	Unencumbered	34161330	580600		45,627
			1,049,734					1,049,734

This letter will confirm that in my professional opinion, as the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order appropriating \$1,049,734, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

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

Please contact me with any questions.

 Lee C. Erdmann
 Chief Administrative and Financial Officer

Attachment: CAFO Certification - Paygo Transfer (1696 - Budget Transfer W/In a Department - \$1,049,734)