



CITY OF SPRINGFIELD

City Clerk's Office 11/13/2013 12:00:00 PM

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 November 18, 2013** 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 November 18, 2013 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Financial Orders

- (1.) Appropriation Order - \$175,000 (Mayor Sarno)

ATTACHMENTS:

- www.piercemfg.com_en_TruckModelPrint.aspx_itemId=52 (PDF)
- Quint Pic (PDF)
- Fire Dept \$175,000 CAFO Cert (PDF)

Conformations

Confirmation

- (1.) Appointment - Confirmation - Water Sewer Commission - Vanessa Otero (Mayor Sarno)
- (2.) Appointment - Confirmation - Historical Commission - Benjamin Murphy and Steve Shultis (Mayor Sarno)

Orders

- (1.) Accelerated Repairs Bond Authorization - \$6,846,534.00 (Mayor Sarno)

ATTACHMENTS:

- CAFO Certification Bond Authorization (DOCX)

- (2.) Order Approving an Agreement with the Springfield Business Improvement District (Mayor Sarno)

ATTACHMENTS:

- 201310020927 - Memorandum of Understanding Between the City and the Springfield Business Improvement District (PDF)

- (3.) An Order Appropriating Funds for the Eminent Domain Taking of Temporary and Permanent Easements for the Sumner Avenue -Allen Street Transportation Improvement Project (Mayor Sarno)

Appropriation of \$17,580 from the DPW Chapter 90 Fund Account

ATTACHMENTS:

- CAFO certification for City Council order #2380 (PDF)

(4.) Order of Taking of Temporary and Permanent Easements for the Sumner Avenue - Allen Street Transportation Improvement Project (Mayor Sarno)

The Order of Taking awards damages of \$17,580.00 to property owners. There is a separate appropriation order on the agenda to fund these awards.

(5.) Library Trust Income - No Match Required \$37,017.27 (Mayor Sarno)

ATTACHMENTS:

- Library Trust Income \$37,017.27 (PDF)
- Grant Set-up Library Trust (PDF)

(6.) ORI TAG - No Match Required - \$112,000 (Mayor Sarno)

ATTACHMENTS:

- Ori Tag \$112,000 (PDF)
- Ori Tag Grant Set-up Form (PDF)

(7.) Byrne Innovation Grant - \$1M - No Match (Mayor Sarno)

ATTACHMENTS:

- BYRNE CONTRACT \$1m (PDF)

(8.) Fire Donations X4 - \$130.00 (Mayor Sarno)

ATTACHMENTS:

- Fire Donations x4 11.18.13 (PDF)

(9.) Fire Donation Fr SCCCA - \$3400 (Mayor Sarno)

ATTACHMENTS:

- eastman donation-X24142110-0001 (PDF)

(10.) Police Underage Alcohol Grant - \$14K - No Match (Mayor Sarno)

ATTACHMENTS:

- UNDERAGE ALCOHOL (PDF)

(11.) Bill of Prior Year - Treasurer - \$6,105.00 (Mayor Sarno)

ATTACHMENTS:

- CAFO Certification IRS Audit (DOCX)
- BOPY IRS Audit (PDF)

(12.) Order Authorizing Dissolution of Betterment Lien Against ES Mazarin St., Lot 4 (08440-0045) (Mayor Sarno)

(13.) Order Authorizing Application for Enterprise Community Economic Opportunity Area (EOA) Designation and Authorizing Execution and Delivery of a Tax Increment Financing Agreement with Titan Roofing, Inc. (Mayor Sarno)

ATTACHMENTS:

- Exhibit A for Tital Roofing Order (PDF)
- Exhibits #1, 2, and 3 for Titan Roofing Order (PDF)

(14.) From re:Order Authorizing a Gift from Smith and Wesson Corp. -

(15.) Grant Acceptance - No Match Required \$15,000 (Mayor Sarno)

ATTACHMENTS:

- FCRS Grant \$15,000 (PDF)
- Grant Set-up FCRS (PDF)

(16.) FY14 Tobacco Grant Acceptance - No Match- \$4,050.00 (Mayor Sarno)

ATTACHMENTS:

- Tobacco Control \$4,050 (PDF)
- Tobacco Control Grant Set-up (PDF)

BPW Reports & Orders

- (1.) From BPW re:Arcadia Boulevard - Installing Gas Main (Columbia Gas) –
<<Enter brief purpose>>
- (2.) From BPW re:State Street - Installing HDPE Conduits (QWEST) –
<<Enter brief purpose>>
- (3.) From BPW re:Clarence Street - Installing HDPE Conduits (QWEST) –
<<Enter brief purpose>>
- (4.) From BPW re:Hancock Street - Installing PVC Conduits (WMECO) –
<<Enter brief purpose>>

Special Acts

- (1.) An Act Exempting the City of Springfield from the Residency Provision of Massachusetts General Laws Chapter Seventy-One Section Thirty-Eight
ATTACHMENTS:
 - Memo for Special Act for residency ferrera (PDF)
- (2.) An Act Relative to the Sale and Storage of Goods in Public Ways in the City of Springfield
ATTACHMENTS:
 - Memo for Special Act for hawkers and peddlers (DOC)

Ordinances

- (1.) ORD-2013-9 - Tobacco Products
- (2.) (ID # 2333) - Senior Tax Work Off
- (3.) (ID # 2428) - In-Board and Out-Board Motors
- (4.) (ID # 2429) - The Preservation of Historically Significant Buildings

Committee Reports

- (1.) Maintenance Development Committee
- (2.) For a Special Permit to Operate a Used Car Dealership as a Pre-Existing, Non-Conforming Use at the Property Known as at 712 Boston Road (01655-0121), as Allowed by M.G.L. and the Springfield Zoning Ordinance Article 10, Section 10.1.20.

Request:	See Above
Owner:	James W. Fiore
By:	James W. Fiore
Petitioner:	Rafael Dominguez
By:	Rafael Dominguez

ATTACHMENTS:

- Boston_Rd_712_2013_Tax_Formal (PDF)
- Boston_Rd_712_2013(PDF)
- 712 Boston Rd Fiore (PDF)



City of Springfield

ADOPTED

Meeting: 11/18/13 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2410

1.2.1

Appropriation Order - \$175,000 (Mayor Sarno)

WHEREAS, to meet the expenses of the Springfield Fire Department (Department), appropriations in the amount of \$175,000.00 as itemized below are hereby voted from the following sources, pursuant to Massachusetts General Laws Chapter 44, Section 32, Chapter 44 Section 53 and Chapter 468 of the Acts of 2008, and the recommendation of his Honor the Mayor; and

WHEREAS, the City of Springfield has received a cash settlement from Columbia Gas resulting from the Worthington Street gas explosion on November 23,2012; and

WHEREAS, the City wishes to appropriate a portion of those proceeds (\$175,000) toward the purchase of a new Fire Apparatus; and

WHEREAS, these funds will supplement the proceeds from the sale of the City's Fire Training Center located at 100 Grochmal Avenue; and

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

IT IS FURTHER ORDERED, that the City Council approves the Appropriations as itemized below to meet the expenses of the Springfield Fire Department.

SOURCES

0100-10-151-0000-0000-0010-000000-0000000-484100-
Law Dept - Reimbursement for Damages

175,000.00

TOTAL:

\$ 175,000.00

USES

3417-20-220-0000-0000-0000-000000-0000000-580600-FIREQ
Capital Outlay - Machinery & Equipment

175,000.00

TOTAL:

\$ 175,000.00

RESULT:	ADOPTED [12 TO 0]
MOVER:	Clodo Concepcion, Ward 5 Councilor
SECONDER:	Michael A. Fenton, Ward 2 Councilor
AYES:	Williams, Twiggs, Luna, Shea, Fenton, Lysak, Walsh, Allen, Edwards, Ashe, Concepcion, Ferrera III
ABSENT:	Timothy J. Rooke

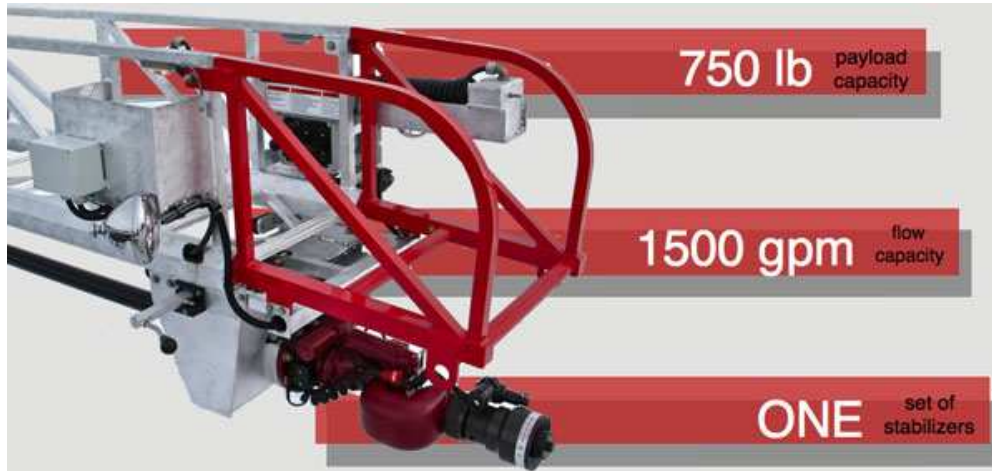
75' Aluminum Ladder

Overview

Climb with confidence.

75' Aluminum Ladder

The Pierce 75' Aluminum Ladder carries a rated load capacity of 750 lb. while flowing 1,500 gpm. Not to mention all on one lightweight apparatus with a single set of stabilizers.



 [Aerial Ladders Brochure >>](#)

Features

Highlights

75' Aluminum Ladder

- A 750 lb. dry tipload rating
- A 500 lb. rating when flowing up to 1,500 gpm that leads the industry
- Lightweight apparatus on one set of stabilizers

More Features

- Available with optional LED rope lighting on all sections for improved appearance and nighttime operation
- A single rear axle, short wheel base, and a 16' jack spread make this a highly maneuverable truck loaded with versatility
- A 500 gallon polypropylene tank with a lifetime warranty

Specs

Chassis Choices

- Available on all Pierce® custom chassis (Velocity™, Impel™, Quantum®, Saber® and Arrow XT™)

Overall Dimensions

- 37' overall length
- Flexible overall height configurations up to 141"
- 98" body width

Ladder Reach

- 75' vertical
- 67' 9" horizontal

Payload Capacity

- 750 lb. dry, 500 lb. wet flowing, 1,500 gpm standard

Wind & Ice Ratings

- Up to 35 mph winds
- Up to 1/4" thick ice

Stabilizers

- One (1) set of H-style, 16' spread
- Short-jack spread 12'
- 12" ground penetration

Pump Range

- Waterous, Hale, or Darley Midship (500 to 2000 gpm) & PTO (250 to 1000 gpm) pumps available

Tank

- 500 gallon polypropylene tank with a lifetime warranty

Hosebed Capacity

- 1,000' of 5" hose

Storage Capacity

- 168 cubic ft.

Compartment Weight Ratings

- 800 lb.

Compartment Depth

- 20" upper (full-depth compartments optional)
- 26" lower

Body Support Substructure

- Pierce exclusive under-slung steel body supports features a neoprene elastomer isolated mount system

Structural Ladder Warranty*

- 20 years

Body Warranty*

- 10 years

* See your Pierce representative for details.

Resources**Video****Read**

Product Technology >>

Read more about what this aerial can do in our Product Technology experience.

Pierce Aluminum Ladder >>

Same great Pierce aerial performance in aluminum.



Attachment: Quint Pic (2410 : Appropriation Order - \$175,000)

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Timothy J. Plante, Chief Administrative & Financial Officer
Date: November 18, 2013
Re: Order for Council Meeting – 11/18/2013
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 18, 2013 Council meeting which appropriates \$175,000 to the Fire Department.

Background: This order appropriates funding to the Fire Department for the purpose of purchasing a new apparatus. A majority of the funding will be provided from the proceeds of the sale of the Fire Training Center located at 100 Grochmal Avenue. The City Council previously appropriated \$1 million of the sale proceeds for the purchase of SFD vehicles and safety equipment on February 11, 2013.

Engine 5 will be replaced with an apparatus commonly known as a “Quint.” This new vehicle is able to function as a traditional engine, pumper truck, or be equipped with a 75’ ladder and will operate out of Station 5 in the Indian Orchard neighborhood of Springfield. The purchase of this apparatus will give the SFD greater flexibility in responding to structure fires within the City and replace one of the Department’s oldest pieces of response equipment.

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

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

Attachment: Fire Dept \$175,000 CAFO Cert (2410 : Appropriation Order - \$175,000)



City of Springfield

ADOPTED

Meeting: 11/18/13 07:00 PM
Initiator: Wayman Lee
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2388

2.1

Appointment - Confirmation - Water Sewer Commission - Vanessa Otero (Mayor Sarno)

The appointment by Mayor of Vanessa Otero as a member of the Water and Sewer Commission until June 30, 2016 has been referred to the City Council Maintenance & Development Committee.

RESULT:	ADOPTED [12 TO 0]
MOVER:	Kateri B. Walsh, At-Large Councilor
SECONDER:	Bud L. Williams, Vice President At-Large Councilor
AYES:	Williams, Twiggs, Luna, Shea, Fenton, Lysak, Walsh, Allen, Edwards, Ashe, Concepcion, Ferrera III
ABSENT:	Timothy J. Rooke



City of Springfield

ADOPTED

Meeting: 11/18/13 07:00 PM
Initiator: Wayman Lee
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2389

2.2

Appointment - Confirmation - Historical Commission - Benjamin Murphy and Steve Shultis (Mayor Sarno)

The appointment by Mayor of Benjamin Murphy and Steve Shultis as a members of the Historical Commission until the first Monday in September 2016 has been referred to the City Council Planning and Economic Development Committee.

RESULT:	ADOPTED [12 TO 0]
MOVER:	Bud L. Williams, Vice President At-Large Councilor
SECONDER:	Melvin A. Edwards, Ward 3 Councilor
AYES:	Williams, Twiggs, Luna, Shea, Fenton, Lysak, Walsh, Allen, Edwards, Ashe, Concepcion, Ferrera III
ABSENT:	Timothy J. Rooke



City of Springfield

ADOPTED

Meeting: 11/18/13 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2426 A

3.1

Accelerated Repairs Bond Authorization - \$6,846,534.00 (Mayor Sarno)

A BOND ORDER TO PAY FOR THE COSTS OF ROOFS, WINDOWS AND BOILER REPLACEMENT PROJECTS AT SPRINGFIELD HIGH SCHOOL OF SCIENCE AND TECHNOLOGY, MARGARET C. ELLS, SOUTH END MIDDLE SCHOOL AND SPRINGFIELD PUBLIC DAY HIGH SCHOOL AS REQUIRED BY THE MASSACHUSETTS SCHOOL BUILDING AUTHORITY

BE IT ORDERED THAT the City of Springfield hereby appropriates the amount of Six Million Eight Hundred Forty-Six Thousand Five Hundred Thirty-Four Dollars (\$6,846,534) for the purpose of paying costs of roof replacement projects at the Springfield High School of Science and Technology (\$3,513,407), Margaret C. Ells School (\$1,641,442), South End Middle School (\$771,153), and Springfield Public Day High School (\$920,532), including the payment of all costs incidental or related thereto (collectively, the “Projects”), provided that the sums appropriated above for each school may be reallocated among the Projects to reflect actual costs, but the total sum appropriated will not exceed \$6,846,534, which proposed repair Projects would materially extend the useful life of each respective school and preserve assets that otherwise are capable of supporting the required educational program, and for which the City has applied for a grant from the Massachusetts School Building Authority (“MSBA”), said amount to be expended under the direction of the School Committee. To meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under Mass. Gen. Laws Chapter 44, or pursuant to any other enabling authority. The City acknowledges that the MSBA’s grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and if the MSBA’s Board of Directors votes to invite the City to collaborate with the MSBA on this proposed repair projects, any project costs the City incurs in excess of any grant that may be approved by and received from the MSBA shall be the sole responsibility of the City; and that, if invited to collaborate with the MSBA on the proposed repair projects, the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amounts set forth in the Project Funding Agreements that may be executed between the City and the MSBA.

WHEREAS, after reviewing this order, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in his professional opinion, after an evaluation of all pertinent financial information reasonably available, the City’s financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the transfer, without a detrimental

impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

BE IT FURTHER ORDERED: That the Treasurer is hereby authorized to file an application with the appropriate officials of the Commonwealth of Massachusetts' Municipal Finance Oversight Board to qualify under Chapter 44A of the General Laws any and all bonds or notes of the City authorized by this vote, and to provide such information and execute such documents as such Municipal Finance Oversight Board of the Commonwealth may require.

RESULT:	ADOPTED [12 TO 0]
MOVER:	Timothy C. Allen, Ward 7 Councilor
SECONDER:	Kenneth E. Shea, Ward 6 Councilor
AYES:	Williams, Twiggs, Luna, Shea, Fenton, Lysak, Walsh, Allen, Edwards, Ashe, Concepcion, Ferrera III
ABSENT:	Timothy J. Rooke

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: TJ Plante, Chief Administrative & Financial Officer
Date: 11/8/2013
Re: Order for Council Meeting – 11/18/2013
Cc: Mayor Sarno

Purpose: The purpose of this memo is ask the City Council to consider an order to authorize and appropriate the sum of Six Million Eight Hundred Forty-Six Thousand Five Hundred Thirty Four Dollars (\$6,846,534.00) for the four school that were invited into the MSBA Accelerated repairs program.

Background: Springfield High School of Science and Technology, Margaret C. Ells School, South End Middle School and Springfield Public Day High School were invited into the MSBA's Accelerated Repair Program. The program will repair or replace roofs, windows and boilers in schools that are otherwise structurally, functionally and educationally sound. The main goals of the Accelerated Repair Program are to improve learning environments for children and teachers, reduce energy use and generate cost savings for districts.

The City needs to authorize bonds for the total amount of this project before and reimbursements from MSBA can be requested. The City can expect 80% reimbursement from MSBA. The total bond authorization being sought is \$6,846,534 to cover all cost associated with the Accelerated repairs program.

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

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

Attachment: CAFO Certification Bond Authorization (2426 : Accelerated Repairs Bond Authorization - \$6,846,534.00)



City of Springfield

ADOPTED

Meeting: 11/18/13 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2363 A

3.2

Order Approving an Agreement with the Springfield Business Improvement District (Mayor Sarno)

WHEREAS, The City's Chief Development Officer wishes to enter into a contract to memorialize financial and in-kind services from the City to the Springfield Business Improvement District, Inc. (SBID);

WHEREAS, Springfield Business Improvement District, Inc. Is an agency established pursuant to Massachusetts General Laws chapter 400;

WHEREAS, an "improvement district" is a "district" pursuant to Massachusetts General Laws chapter 40, section 1(a);

WHEREAS, pursuant to Massachusetts General Laws chapter 40, section 4A, a contract between a City and a District as defined in Massachusetts General Laws chapter 40, section 1(a) is an intergovernmental agreement;

WHEREAS, pursuant to Massachusetts General Laws chapter 30B, section 1(b)(3) an intergovernmental agreement is exempt from Massachusetts General Laws chapter 30B; and

WHEREAS, Massachusetts General Laws chapter 40, section 4A requires that the City Council and the Mayor approve an intergovernmental agreement.

NOW THEREFORE BE IT ORDERED, pursuant to Massachusetts General Laws chapter 40, section 4A, that the City Council approves the Memorandum of Understanding by and between the City of Springfield and the Springfield Business Improvement District, Inc. In substantially the same form as the draft contract attached hereto as Exhibit A, except that the contract shall be for one (1) year and subject to renegotiation for the final two (2) years, subject to the approval of the Mayor.

RESULT:	ADOPTED [10 TO 0]
MOVER:	Bud L. Williams, Vice President At-Large Councilor
SECONDER:	Melvin A. Edwards, Ward 3 Councilor
AYES:	Williams, Twiggs, Luna, Shea, Walsh, Allen, Edwards, Ashe, Concepcion, Ferrera III
ABSTAIN:	Michael A. Fenton, John A. Lysak
ABSENT:	Timothy J. Rooke



City of Springfield

ADOPTED

Meeting: 11/18/13 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2380

3.3

An Order Appropriating Funds for the Eminent Domain Taking of Temporary and Permanent Easements for the Sumner Avenue -Allen Street Transportation Improvement Project (Mayor Sarno)

WHEREAS, the Department of Public Works has requested that the Springfield City Council approve an Order of Taking authorizing the eminent domain takings of five (5) permanent easements at Sumner Avenue, Allen Street and Gillette Avenue described herein (E-1, E-2, E-3, E-4, E-5) and twenty-five (25) temporary construction easements at Sumner Avenue, Allen Street, Abbott Street, Gillette Avenue, and Clement Street, as described herein (TE-1, TE-2, TE-3, TE-4, TE-5, TE-6, TE-7, TE-8, TE-9, TE-10, TE-11, TE-12, TE-13, TE-14, TE-15, TE-16, TE-17, TE-18, TE-19, TE-20, TE-21, TE-22, TE-23, TE-24, and TE-25), for purposes of constructing and maintaining improvements to certain ways in the City of Springfield, including driveway and slope modifications, grading, roadway widening, tree protection, handicap accessibility, clearing brush, sidewalks, site grading and improvements, for the "Sumner Avenue - Allen Street Transportation Improvement Project" ("Project"), as particularly described in the Order of Taking; and

WHEREAS, such takings are necessary to obtain all "rights of way" necessary for the Sumner Avenue - Allen Street Transportation Improvement Project to be undertaken by the Commonwealth of Massachusetts Highway Department; and

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

IT IS ORDERED, that pursuant to its authority under Mass. Gen. Laws Chapter 43, Section 30, and Mass. Gen. Laws Chapter 79, the City Council hereby appropriates the sum of Seventeen Thousand Five-Hundred Eighty and 00/100 Dollars **(\$17,580.00)** for the payment of damages for the anticipated eminent domain taking of permanent easements and temporary construction easements for the Sumner Avenue - Allen Street Transportation Improvement Project as described in the Order of Taking, for the purposes of constructing and maintaining the Project, in Springfield, MA., to be paid from the following account:

Account # 23294000-576400-32913
Chapter 90 Fund account - \$17,580.00.

FINANCIAL IMPACT:

Appropriation of \$17,580 from the DPW Chapter 90 Fund Account

RESULT:	ADOPTED [12 TO 0]
MOVER:	Kateri B. Walsh, At-Large Councilor
SECONDER:	Kenneth E. Shea, Ward 6 Councilor
AYES:	Williams, Twiggs, Luna, Shea, Fenton, Lysak, Walsh, Allen, Edwards, Ashe, Concepcion, Ferrera III
ABSENT:	Timothy J. Rooke



Order of Taking of Temporary and Permanent Easements for the Sumner Avenue - Allen Street Transportation Improvement Project (Mayor Sarno)

IT IS ORDERED THAT the City Council, acting pursuant to Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, upon the request of the Department of Public Works, does hereby take by eminent domain in the name and on behalf of the said City of Springfield, five (5) permanent easements at Sumner Avenue, Allen Street and Gillette Avenue described herein (E-1, E-2, E-3, E-4, E-5) and twenty-five (25) temporary construction easements at Sumner Avenue, Allen Street, Abbott Street, Gillette Avenue, and Clement Street, as described herein (TE-1, TE-2, TE-3, TE-4, TE-5, TE-6, TE-7, TE-8, TE-9, TE-10, TE-11, TE-12, TE-13, TE-14, TE-15, TE-16, TE-17, TE-18, TE-19, TE-20, TE-21, TE-22, TE-23, TE-24, and TE-25), for purposes of constructing and maintaining improvements to certain ways in the City of Springfield, including driveway and slope modifications, grading, roadway widening, tree protection, handicap accessibility, clearing brush, sidewalks, site grading and improvements, for the "Sumner Avenue - Allen Street Transportation Improvement Project" ("Project").

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

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

The permanent easements and temporary easements are shown on plans entitled "*Sumner Avenue - Allen Street Transportation Improvement Project Plan of Easements*" ("Easement Plans"), on file with the Hampden County Registry of Deeds at Book of Plans at Book _____, Page _____, and on file with the Engineering Department of the City of Springfield Department of Public Works, 70 Tapley Street, Springfield, MA.

PERMANENT EASEMENTS

PERMANENT EASEMENT - PARCEL E-1

It is ORDERED, that a permanent easement for purposes of constructing and maintaining improvements to certain ways in the City of Springfield, for the Sumner Avenue - Allen Street Project, is hereby taken in the parcel of land described as Parcel E-1 below pursuant to and by virtue of Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, of the Massachusetts General Laws; including any improvements, trees and shrubs located thereon;

That the permanent easement described below is shown on the aforementioned "Easement Plans" referenced above, on file with the Hampden County Registry of Deeds and the Engineering Department of the City of Springfield Department of Public Works ("DPW"), 70 Tapley Street, Springfield, MA. The permanent easement is described as follows:

A portion of a parcel of land located at N/S Sumner Avenue, now or formerly owned by the City of Springfield, containing an area of 92 square feet, more or less, and bounded and described as follows:

Beginning at a point on the north side of Sumner Avenue, said point lying N 14°-29'-22" W, 29.27' feet from baseline station 100+53.59;

Thence N 13°-54'-35" W through land of the grantor, 6.17 feet to a point;

Thence N 76°-05'-25" E through land of the grantor, 14.95 feet to a point;

Thence S 13°-54'-35" E through land of the grantor, 6.17 feet to a point on the north side of Sumner Avenue;

Thence S 76°-05'-25" W along the north side of Sumner Avenue, 14.95 feet to the point of beginning.

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

PERMANENT EASEMENT - PARCEL E-2

It is ORDERED, that a permanent easement for purposes of constructing and maintaining improvements to certain ways in the City of Springfield, for the "Sumner Avenue - Allen Street Project", is hereby taken in the parcel of land described as Parcel E-2 below pursuant to and by virtue of Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, of the Massachusetts General Laws; including any improvements, trees and shrubs located thereon;

A portion of a parcel of land located at 908 Allen Street, now or formerly owned by Judith M. Calabrese, containing an area of 113 square feet, more or less, and bounded and described as follows:

Beginning at the intersection of the east side of Harkness Avenue with the south side of Allen Street, said point lying N 74°-09'-13" E, 31.39 feet from baseline station 2+87.84;

Thence S 83°-43'-55" E along the south side of Allen Street, 22.32 feet to a point of non-tangent curvature;

Thence generally southwesterly through land of the grantor along a curve to the left having a radius of 18.00 feet, and an arc length of 32.11 feet to a point of non-tangency on the east side of Harkness Avenue;

Thence N 05°-57'-10" W along the east side of Harkness Avenue, 22.32 feet to the point of beginning.

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

PERMANENT EASEMENT - PARCEL E-3

It is ORDERED, that a permanent easement for purposes of constructing and maintaining improvements to certain ways in the City of Springfield, for the "Sumner Avenue - Allen Street Project", is hereby taken in the parcel of land described as Parcel E-3 below pursuant to and by virtue of Mass.

General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, of the Massachusetts General Laws; including any improvements, trees and shrubs located thereon;

A portion of a parcel of land located on the north side of Allen Street, Springfield, Massachusetts, now or formerly owned by June Elliot Lester, containing an area of 561 square feet, more or less, and bounded and described as follows:

Beginning at the intersection of the east side of Harkness Avenue with the southeasterly side of Sumner Avenue, said point lying N 72°-02'-57" E, 19.60 feet from baseline station 3+67.44;

Thence N 76°-00'-25" E along the southeasterly side of Sumner Avenue, 22.55 feet to a point;

Thence S 13°-56'-08" E through the land of the grantor, 29.02 feet to a point on the north side of Allen Street;

Thence N 83°-43'-55" W along the north side of Allen Street, 24.03 feet to a point at the intersection of the north side of Allen Street with the east side of Harkness Avenue;

Thence N 13°-56'-08" W along the east side of Harkness Avenue, 20.70 feet to the point of beginning.

This property is Registered land, by a deed recorded in the Hampden County Land Registry as Document# 84816, being Certificate of Title #23588.

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

PERMANENT EASEMENT - PARCEL E-4

It is ORDERED, that a permanent easement for purposes of constructing and maintaining improvements to certain ways in the City of Springfield, for the "Sumner Avenue - Allen Street Project", is hereby taken in the parcel of land described as Parcel E-4 below pursuant to and by virtue of Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, of the Massachusetts General Laws; including any improvements, trees and shrubs located thereon;

A portion of a parcel of land located at 1268 Sumner Avenue, Springfield, Massachusetts, now or formerly owned by Magnolia Enterprises, LLC., containing an area of 170 square feet, more or less, and bounded and described as follows:

Beginning at a point on the east side of Abbott Street, said point lying N 76°-49'-40" E, 20.39 feet from baseline station 5+01.68;

Thence S 22°-00'-47" E through land of the grantor, 32.64 feet to a point on the northwesterly side of Sumner Avenue;

Thence S 76°-00'-25" W along the northwesterly side of Sumner Avenue, 10.55 feet to a point at the intersection of the northwesterly side of Sumner Avenue with the east side of Abbott Street;

Thence N 03°-28'-55" W along the east side of Abbott Street, 32.87 feet to the point of beginning.

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

PERMANENT EASEMENT - PARCEL E-5

It is ORDERED, that a permanent easement for purposes of constructing and maintaining improvements to certain ways in the City of Springfield, for the "Boston Road - Phase 1", is hereby taken in the parcel of land described as Parcel E-5 below pursuant to and by virtue of Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, of the Massachusetts General Laws; including any improvements, trees and shrubs located thereon but excluding commercial signs;

A portion of a parcel of land located at 14 Gillette Avenue, Springfield, Massachusetts, now or formerly of Dominic A. and Geraldine Sarnelli, containing an area of 1 square foot, more or less, and bounded and described as follows:

Beginning at a point on the northeasterly side of Allen Street, said point lying N 06°-16'-05" E, 24.55 feet from baseline station 11+62.44;

Thence N 04°-24'-13" W through the land of the grantor, 8.68 feet to a point;

Thence N 85°-35'-47" E through the land of the grantor, 0.07' feet to a point;

Thence S 04°-45'-25" E along the westerly side of Gillette Avenue, 8.70 feet to a point;

Thence N 83°-43'-55" W along the northerly side of Allen Street, 0.13 feet to the point of beginning.

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

TEMPORARY CONSTRUCTION EASEMENTS-

It is further ORDERED that the following temporary construction easements are hereby taken for purposes of constructing and maintaining improvements to certain ways in the City of Springfield, for the "Sumner Avenue - Allen Street Project", pursuant to Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, including any non-commercial sign improvements, trees and shrubs located thereon, in the parcels of land described below within the limits of the Project as shown on the aforementioned "Easement Plans" on file with the Hampden County Registry of Deeds and the Engineering Department of the City of Springfield Department of Public Works ("DPW"), 70 Tapley Street, Springfield, MA, which plans are incorporated herein by reference;

Such temporary construction easements are acquired for the purposes of constructing and maintaining improvements to certain ways in the City of Springfield, including driveway and slope modifications, grading, roadway widening, tree protection, handicap accessibility, clearing brush, sidewalks, site grading and improvements to the Project;

Such temporary construction easements are temporary in nature and are to be in effect only until **five (5) years** from the date of recording of this instrument;

That included within said temporary construction easements ("TE") are twenty-five (25) parcels of land which are described below and are shown on the aforementioned Easement Plans which are generally described as follows:

Parcel TE-1: A portion of a parcel of land located on the north side of Sumner Avenue, Springfield, Massachusetts, supposed to be owned by the City of Springfield, consisting of approximately 302 square feet, from the Sumner Ave WB Construction Baseline station 100+04± LT to station 100+53.59 LT, and depicted as **TE-1** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-2: A portion of a parcel of land located on the north side of Sumner Avenue, Springfield, Massachusetts, supposed to be owned by the City of Springfield, consisting of approximately 734 square feet, from the Sumner Ave WB Construction Baseline station 100+68± LT to the Allen St Construction Baseline station 11+09± RT, and depicted as **TE-2** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-3: A portion of a parcel of land located at 1193 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Evergreen Mass Management, LLC., consisting of approximately 232 square feet, from the Sumner Ave EB Construction Baseline station 200+31± RT to station 200+81± RT, and depicted as **TE-3** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-4: A portion of a parcel of land located at 1197 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Weissman Realty, LLC, consisting of approximately 236 square feet, from Sumner Ave EB Construction Baseline station 200+81± RT to station 201+32± RT, and depicted as **TE-4** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-5: A portion of a parcel of land located at 1205 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Bark and Choi, LLC., consisting of approximately 138 square feet, from Sumner Ave EB Construction Baseline station 201+32± RT to station 201+61± RT, and depicted as **TE-5** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-6: A portion of a parcel of land located at 1205-1211 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Gloria Weissman, consisting of approximately 6 square feet, from Sumner Ave EB Construction Baseline station 201+61± RT to station 201+62± RT, and depicted as **TE-6** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-7: A portion of a parcel of land located at 1205-1211 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Gloria Weissman, consisting of approximately 16 square feet, from Sumner Ave EB Construction Baseline station 201+82± RT to station 201+90± RT, and depicted as **TE-7** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-8: A portion of a parcel of land located at 1205-1211 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Gloria Weissman, consisting of approximately 19 square feet, from Sumner Ave EB Construction Baseline station 202+01± RT to station 202+10± RT, and depicted as **TE-8** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-9: A portion of a parcel of land located at 1205-1211 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Gloria Weissman, consisting of approximately 44 square feet, from Sumner Ave EB Construction Baseline station 202+23± RT to station 202+32± RT, and depicted as **TE-9** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-10: A portion of a parcel of land located at 1205-1211 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Gloria Weissman, consisting of approximately 173 square feet, from Sumner Ave EB Construction Baseline station 202+13± RT to station 202+33± RT, and depicted as **TE-10** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-11: A portion of a parcel of land located at 7 Gillette Avenue, Springfield, Massachusetts, supposed to be owned by Lisa Pessolano, Trustee of the Zasio Realty Trust, consisting of approximately 483 square feet, from Allen St Construction Baseline station 12+44± LT to station 13+03± LT, and depicted as **TE-11** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-12: A portion of a parcel of land located at 853 Allen Street, Springfield, Massachusetts, supposed to be owned by Joseph & Laura Frame, consisting of approximately 437 square feet, from Allen St Construction Baseline station 13+03± to station 13+42±, and depicted as **TE-12** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-13: A portion of a parcel of land located at 4 Clement Street, Springfield, Massachusetts, supposed to be owned by Winifred H. Cardaropoli, consisting of approximately 803 square feet, from Sumner Ave WB Construction Baseline station 102+95± LT to station 104+02± LT, and depicted as **TE-13** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-14: A portion of a parcel of land located at 1221 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Jeffrey Barbeau, consisting of approximately 128 square feet, from Sumner Ave EB Construction Baseline station 202+71± RT to station 203+34± RT, and depicted as **TE-14** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-15: A portion of a parcel of land located at 1225 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Timothy J. & Kathleen Murphy, consisting of approximately 150 square feet, from Sumner Ave EB Construction Baseline station 203+34± RT to station 203+84± RT, and depicted as **TE-15** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-16: A portion of a parcel of land located at 1235 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Dental Real Estate Holdings, LLC., consisting of approximately 477 square feet, from Sumner Ave EB Construction Baseline station 203+84± RT to station 204+85± RT, and depicted as **TE-16** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-17: A portion of a parcel of land located at 1240 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by People's Bank, consisting of approximately 1,371 square feet, from Sumner Ave WB Construction Baseline station 104+60± LT to station 106+08±,

and depicted as **TE-17** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-18: A portion of a parcel of land located at 1260 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by VK Heritage, LLC, consisting of approximately 1,194 square feet, from Sumner Ave WB Construction Baseline station 106+08± LT to Harkness Ave Construction Baseline station 5+69± LT, and depicted as **TE-18** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-19: A portion of a parcel of land located at 16 Abbott Street, Springfield, Massachusetts, supposed to be owned by Delmar Wilcox, consisting of approximately 250 square feet, from Harkness Ave Construction Baseline station 5+69± LT to station 6+00± LT, and depicted as **TE-19** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-20: A portion of a parcel of land located at 896 Allen Street, Springfield, Massachusetts, supposed to be owned by James M. Garvey, consisting of approximately 523 square feet, from the Sumner Ave EB Construction Baseline station 205+46± RT to station 206+53± RT, and depicted as **TE-20** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-21: A portion of a parcel of land located at 900 Allen Street, Springfield, Massachusetts, supposed to be owned by Sisters' Kids, LLC., consisting of approximately 1,386 square feet, from the Sumner Ave EB Construction Baseline station 206+53± RT to Harkness Ave Construction Baseline station 1+96± LT, and depicted as **TE-21** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-22: A portion of a parcel of land located at 908 Allen Avenue, Springfield, Massachusetts, supposed to be owned by Judith M. Calabrese, consisting of approximately 705 square feet, from the Sumner Ave EB Construction Baseline station 208+80±, to the Harkness Ave Construction Baseline station 1+95± RT, and depicted as **TE-22** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-23: A portion of a parcel of land located at 1268 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Magnolia Enterprises, LLC., consisting of approximately 1,223 square feet, from Harkness Ave Construction Baseline station 6+00± RT to Sumner Ave WB Construction Baseline station 108+05± LT, and depicted as **TE-23** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-24: A portion of a parcel of land located on the north side of Allen Street, Springfield, Massachusetts, supposed to be owned by June Elliot Lester, consisting of approximately 150 square feet, from Sumner Ave EB Construction Baseline station 208+02± LT to station 208+07± LT, and depicted as **TE-24** on the above-referenced Easement Plans on file with the DPW Engineering Division. This is Registered Land, by a deed recorded in the Hampden County Land Registry as Document #84816, being Certificate of Title #23588;

Parcel TE-25: A portion of a parcel of land located at 14 Gillette Avenue, Springfield, Massachusetts, supposed to be owned by Dominic A. Sarnelli & Geraldine Sarnelli, consisting of approximately 96 square feet, from the Allen Street Construction Baseline station 11+51± LT to station 11+62.44 LT, and depicted as **TE-25** on the above-referenced Easement Plans on file with the DPW Engineering Division;

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

AWARD OF DAMAGES

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

DAMAGES FOR PERMANENT EASEMENTS

PARCEL	SUPPOSED OWNER/MORTGAGEE OF RECORD	S.F. AREA	AWARD OF DAMAGES
E-1	City of Springfield	92 sf	\$ 0.00
E-2	Judith M. Calabrese	113 sf	\$ 680.00
E-3	June Elliot Lester	561 sf	\$2,730.00
E-4	Magnolia Enterprises, LLC	170 sf	\$1,020.00
E-5	Dominic A. & Geraldine Sarnelli	1 sf	<u>\$ 100.00</u>

TOTAL FOR PERMANENT EASEMENTS:

\$4,530.00

Such taking is subject only to such interests of mortgagees and others as are required by law, and is made subject to the prior payment of any unpaid taxes, water and sewer use charges, betterments, if any, to the City of Springfield, MA.

DAMAGES FOR TEMPORARY EASEMENTS

PARCEL	SUPPOSED OWNER/MORTGAGEE OF RECORD	S.F. AREA	AWARD OF DAMAGES
TE-1	City of Springfield	302 sf	\$ 0.00
TE-2	City of Springfield	734 sf	\$ 0.00
TE-3	Evergreen Mass Management, LLC	232 sf	\$ 370.00
TE-4	Weissman Realty, LLC	236 sf	\$ 330.00
TE-5	Bark and Choi, LLC	138 sf	\$ 190.00
TE-6	Gloria A. Weissman	6 sf	\$ 100.00
TE-7	Gloria A. Weissman	16 sf	\$ 100.00
TE-8	Gloria A. Weissman	19 sf	\$ 100.00
TE-9	Gloria A. Weissman	44 sf	\$ 100.00
TE-10	Gloria A. Weissman	173 sf	\$ 280.00
TE-11	Lisa Pessolano, Trustee of Zasio Realty Trust	483 sf	\$ 620.00
TE-12	Joseph & Laura Frame	437 sf	\$ 570.00
TE-13	Winifred Cardaropoli	803 sf	\$1,040.00
TE-14	Jeffrey Barbeau	128 sf	\$ 200.00
TE-15	Timothy & Kathleen Murphy	150 sf	\$ 210.00
TE-16	Dental Real Estate Holdings, LLC	477 sf	\$ 760.00
TE-17	People's Bank	1371 sf	\$1,460.00
TE-18	VK Heritage, LLC	1194 sf	\$1,270.00
TE-19	Delmar Wilcox	250 sf	\$ 320.00
TE-20	James M. Garvey	523 sf	\$ 830.00
TE-21	Sisters' Kids, LLC	1386 sf	\$1,470.00
TE-22	Judith M. Calabrese	705 sf	\$1,120.00
TE-23	Magnolia Enterprises, LLC	1223 sf	\$1,300.00
TE-24	June Elliot Lester	150 sf	\$ 190.00
TE-25	Dominic A. & Geraldine Sarnelli	96 sf	\$ 120.00
TOTAL FOR TEMPORARY EASEMENTS:			\$13,050.00

Such temporary construction easements are taken subject only to such interests of mortgagees and others as are required by law, and are subject to the prior payment of any unpaid taxes, water and sewer use charges, betterments, if any, to the City of Springfield, MA.

It is further ORDERED: that the City Treasurer be and is hereby authorized to pay said sums to the owners of the land specified above, or to their heirs, successors, or assigns when the same shall become payable as above provided;

that no damages be awarded, other than those above mentioned, inasmuch as no other damages will be sustained by any person, firm, or corporation in their land abutting the public way by reason of laying out and construction of the project within the limits described herein;

that no assessments be levied;

that the City Clerk, in the name and on behalf of the City, is hereby directed to give notice in compliance with Chapter 79 of the Massachusetts General Laws;

that within 30 days after the adoption of this order, the City Clerk is hereby ordered to certify and record a copy hereof, together with the aforementioned Easement Plans, in the Hampden County Registry of Deeds.

Approved by the City Council on _____, 2013:

Wayman Lee, Esq
City Clerk

Approved pursuant to Mass. Gen. Laws ch. 43, sec. 30:

Domenic J. Sarno
Mayor
Date signed: _____

FINANCIAL IMPACT:

The Order of Taking awards damages of \$17,580.00 to property owners. There is a separate appropriation order on the agenda to fund these awards.

RESULT:	ADOPTED [12 TO 0]
MOVER:	Kateri B. Walsh, At-Large Councilor
SECONDER:	Kenneth E. Shea, Ward 6 Councilor
AYES:	Williams, Twiggs, Luna, Shea, Fenton, Lysak, Walsh, Allen, Edwards, Ashe, Concepcion, Ferrera III
ABSENT:	Timothy J. Rooke



City of Springfield

ADOPTED

Meeting: 11/18/13 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2396

3.5

Library Trust Income - No Match Required \$37,017.27 (Mayor Sarno)

WHEREAS, the Library Department has been awarded Library Trust Income of \$37,017.27 From the Springfield Library Foundation; and

WHEREAS, the income represents the first quarter payment to the Library of trust income for FY2014;

WHEREAS, the Department intends to use the grant funds to purchase library materials; 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:

Library Trust Income \$37,017.27

RESULT: PASSED BY VOICE VOTE

SPRINGFIELD LIBRARY FOUNDATION, INC.
220 STATE STREET
SPRINGFIELD, MA 01103

October 15, 2013

Molly Fogarty, Director
 City of Springfield Library Department
 220 State Street
 Springfield, MA 01103

Dear Lee,

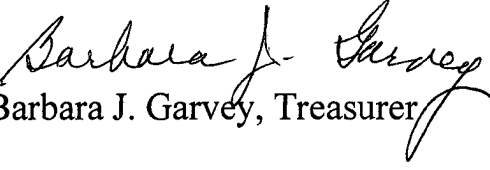
The enclosed check, in the amount of \$37,017.27 represents the First Quarter payment to the Library of Trust Income for Fiscal Year 2014.

The amounts from each Trust follow:

Corcoran	\$12,507.57
Garvey	6,924.00
Moses	5,468.98
Walker	12,491.46
-3%	-374.74 = 12,116.72
Total:	\$37,017.27

The Board of Directors requests an accounting of the ways in which the Trust income has been used for **purchases during Fiscal Year 2013** conforming to the wishes of the above donors.

Sincerely,


 Barbara J. Garvey, Treasurer

Attachment: Library Trust Income \$37,017.27 (2396 : Library Trust Income - First Quarter - \$37,017.27)

SPRINGFIELD LIBRARY FOUNDATION, INC.
36 COURT STREET
SPRINGFIELD, MA 01103

8111

53-7097-2118

DATE October 15, 2013

PAY TO THE ORDER OF City of Springfield Library Department \$ 37,017.27

Twenty-seven thousand seven hundred and 27/100 DOLLARS

HAMPDEN BANK
1000 Main Street
Springfield, MA 01103

FOR First & Trust Income 2014

003111 1218709771 9000148636

TWO SIGNATURES REQUIRED FOR AMOUNTS OVER \$1,000.00

Charles V. Ryan
Charles V. Ryan

AMERICAN EXPRESS



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 11/5/13

Department Requesting Grant Setup Library

Department Phone # (Please include extension) 263-6828 x290

Name and Title of Person to Contact in Case of Questions Carol Leaders, Bus Mgr

Was this Grant previously setup for a prior fiscal year? Yes

If yes, please indicate your previous project number: Fund # 8233; 8232; 8229; 8228

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

X Private/Other Springfield Library Foundation

Grant Name: Trusts & Endowments

Total Grant Amount Awarded: \$37,017.27

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 10/15/2013

Board Approval Date

Start Date n/a

Expiration Date n/a

Renewal Action Date (optional)

If there are any Matching Funds:

Type
Percent
Amount

Comments re: Description/Purpose of 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)

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: 8233; 8232; 8229; 8228

Object Codes: 551300

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.

Molly Fogarty
Signature

11-5-13
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 of Springfield

ADOPTED

Meeting: 11/18/13 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2404

3.6

ORI TAG - No Match Required - \$112,000 (Mayor Sarno)

WHEREAS, the Department of Health and Human Services has been awarded a Targeted Assistance Grant/Formula of \$112,000 from Massachusetts Executive Office of Health & Human Services, Office of Refugees and Immigrants for the grant period October 1, 2013 through September 30, 2014; and

WHEREAS, the City of Springfield, Ma has been approved for funding to provide direct services under the Massachusetts Refugee Resettlement Program through a subcontract with the Jewish Family Services to provide said services to meet program goals; and

WHEREAS, the Department has accepted the grant funds 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:

ORI/TAG - \$112,000

RESULT: PASSED BY VOICE VOTE

Leembruggen, Lorene

From: Caulton, Helen
Sent: Tuesday, October 29, 2013 3:19 PM
To: Leembruggen, Lorene
Subject: FW: FFY14 TAG Formula Award
Attachments: City of Springfield.docx

Importance: High

From: Carmona, Robin (ORI) [<mailto:robin.carmona@state.ma.us>]
Sent: Tuesday, October 29, 2013 2:43 PM
To: Caulton, Helen
Cc: Schamel, Jennifer (ORI); Morales-Ripalda, Leticia (ORI)
Subject: FFY14 TAG Formula Award
Importance: High

Hi Helen,

Please see the attached Notice of Award for the City of Springfield's FFY14 TAG Formula contract.

Thanks,

--Robin

Attachment: Ori Tag \$112,000 (2404 : ORI TAG - No Match Required - \$112,000)

October 29, 2013

Ms. Helen Caulton Harris
Director
City of Springfield
95 State Street
Springfield, MA 01103

Dear Ms. Caulton Harris,

I am pleased to inform you that the City of Springfield has been conditionally approved for funding to provide direct services under Massachusetts' Targeted Assistance Grant/Formula (TAG/F) Program for the contract period FFY 2014 (October 1, 2013 through September 30, 2014). As in FFY 2013, the Office of Refugee Resettlement (ORR) is incrementally funding Targeted Assistance Formula (TAG/F) grants with an initial allocation of 58% of the expected annual grant award for the first seven months. The remaining 42% allocation is expected before the end of the seven-month period in April 2014, pending the availability of funding.

Although ORI has received only 58% of its anticipated FFY14 TAG/F allocation to date from ORR, we will contract with the City of Springfield for the full 12-month period from October 1, 2013 through September 30, 2014. We will proceed in FFY14 under the assumption that the remainder of our anticipated allocation will be available to ORI and its TAG/F contractors before the end of the initial 7-month period, and contracts will be amended as soon as additional funds are available, to reflect the full amount of the annual award. For ease of planning and administration, performance goals will be developed based on the *annual award amount*, and TAG/F contractors should develop Local Plans to reflect services, activities and performance goals for the 12-month contract period.

As outlined below, the total FFY 2014 TAG/F award to the City of Springfield is \$112,000 (which includes a sub-contract with Jewish Family Service of Western Massachusetts for \$104,832). The first allotment of \$65,000 will be available upon the execution of a contract renewal for FFY 2014, and a second allotment of \$47,000 is expected via contract amendment before the end of April 2014.

Attachment: Ori Tag \$112,000 (2404 : ORI TAG - No Match Required - \$112,000)

Total FFY14 TAG/F Award	Allocation 1 (58%)	Allocation 2 (42%)	Caseload*
\$112,000	\$65,000	\$47,000	80
Sub-contract with JFSWM: \$104,832	\$60,803	\$44,029	

* "Caseload" refers to the minimum number of clients required to be newly enrolled during the contract period (including new refugee arrivals, asylees, Cuban/Haitian entrants, secondary migrants, certified trafficking victims, Special Immigrant Visa holders, and others eligible for refugee benefits and services as specified in the MRRP/Wilson/Fish Program Regulations and the applicable ORR State Letters). Clients who are carried over from the FFY13 contract period to the FFY14 contract period are not included in this number, but are expected to be served through this funding allocation.

Please be aware that funding for programs is contingent upon the availability of federal funds, and your organization's successful completion of all contract documents, including the following:

- *A separate line-item budget for each program location for both the annual budget (\$112,000) and the 58% budget (\$65,000).* Please make sure to review the UFR Codes and select those that most appropriately describe the individual line items included in your budget.
- A separate budget narrative for each line-item budget, which provides a full justification for each requested line-item amount.
- A completed Program Staffing Chart, which identifies the program staff who will be assigned to the contract program for each location, the job title for each staff person, and the total number of hours per week and the FTE of each staff person assigned to the program. (Staff positions which are vacant should be so noted, with a projected hire date.)
- Current organizational chart, showing the organizational location of the funded program(s).
- Current resumes for all assigned management and program staff that are new to the contract for FFY14 services.

Please complete and submit, by e-mail, all required documents by *Friday, November 1, 2013*, to Leticia Ripalda at Leticia.ripalda@state.ma.us.

All budgets, program staffing, and other required documents are subject to review and approval by ORI. Once the budgets and program staff are finalized, ORI will forward the completed contract to you for signature by the authorized signatory for your organization.

Attachment: Ori Tag \$112,000 (2404 : ORI TAG - No Match Required - \$112,000)

If you have any technical questions related to filling out the budget form, please contact ORI Contract Specialist Robin Carmona at (617) 988-3462 or robin.carmona@state.ma.us. For all other questions, please contact Leticia Ripalda at (617) 988-3483 or leticia.ripalda@state.ma.us.

We look forward to continuing our work with you and your organization to serve refugees in Massachusetts.

Sincerely,

Paul Garrity
Chief Financial Officer

Enclosure

cc: Josiane Martinez, Executive Director, ORI
Robin Carmona, Contract Specialist, ORI
Diane Randolph, Director of Community Building Unit, ORI
Leticia Ripalda, Program Coordinator, ORI

Attachment: Ori Tag \$112,000 (2404 : ORI TAG - No Match Required - \$112,000)

Leembruggen, Lorene

From: Caulton, Helen
Sent: Tuesday, October 29, 2013 3:19 PM
To: Leembruggen, Lorene
Subject: FW: FFY14 TAG Formula Award
Attachments: City of Springfield.docx

Importance: High

From: Carmona, Robin (ORI) [<mailto:robin.carmona@state.ma.us>]
Sent: Tuesday, October 29, 2013 2:43 PM
To: Caulton, Helen
Cc: Schamel, Jennifer (ORI); Morales-Ripalda, Leticia (ORI)
Subject: FFY14 TAG Formula Award
Importance: High

Hi Helen,

Please see the attached Notice of Award for the City of Springfield's FFY14 TAG Formula contract.
Thanks,
--Robin

Attachment: Ori Tag Grant Set-up Form (2404 : ORI TAG - No Match Required - \$112,000)

October 29, 2013

Ms. Helen Caulton Harris
Director
City of Springfield
95 State Street
Springfield, MA 01103

Dear Ms. Caulton Harris,

I am pleased to inform you that the City of Springfield has been conditionally approved for funding to provide direct services under Massachusetts' Targeted Assistance Grant/Formula (TAG/F) Program for the contract period FFY 2014 (October 1, 2013 through September 30, 2014). As in FFY 2013, the Office of Refugee Resettlement (ORR) is incrementally funding Targeted Assistance Formula (TAG/F) grants with an initial allocation of 58% of the expected annual grant award for the first seven months. The remaining 42% allocation is expected before the end of the seven-month period in April 2014, pending the availability of funding.

Although ORI has received only 58% of its anticipated FFY14 TAG/F allocation to date from ORR, we will contract with the City of Springfield for the full 12-month period from October 1, 2013 through September 30, 2014. We will proceed in FFY14 under the assumption that the remainder of our anticipated allocation will be available to ORI and its TAG/F contractors before the end of the initial 7-month period, and contracts will be amended as soon as additional funds are available, to reflect the full amount of the annual award. For ease of planning and administration, performance goals will be developed based on the *annual award amount*, and TAG/F contractors should develop Local Plans to reflect services, activities and performance goals for the 12-month contract period.

As outlined below, the total FFY 2014 TAG/F award to the City of Springfield is \$112,000 (which includes a sub-contract with Jewish Family Service of Western Massachusetts for \$104,832). The first allotment of \$65,000 will be available upon the execution of a contract renewal for FFY 2014, and a second allotment of \$47,000 is expected via contract amendment before the end of April 2014.

Total FFY14 TAG/F Award	Allocation 1 (58%)	Allocation 2 (42%)	Caseload*
\$112,000	\$65,000	\$47,000	80
Sub-contract with JFSWM: \$104,832	\$60,803	\$44,029	

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Please be aware that funding for programs is contingent upon the availability of federal funds, and your organization's successful completion of all contract documents, including the following:

- A separate line-item budget for each program location for both the annual budget (\$112,000) and the 58% budget (\$65,000). Please make sure to review the UFR Codes and select those that most appropriately describe the individual line items included in your budget.
- A separate budget narrative for each line-item budget, which provides a full justification for each requested line-item amount.
- A completed Program Staffing Chart, which identifies the program staff who will be assigned to the contract program for each location, the job title for each staff person, and the total number of hours per week and the FTE of each staff person assigned to the program. (Staff positions which are vacant should be so noted, with a projected hire date.)
- Current organizational chart, showing the organizational location of the funded program(s).
- Current resumes for all assigned management and program staff that are new to the contract for FFY14 services.

Please complete and submit, by e-mail, all required documents by *Friday, November 1, 2013*, to Leticia Ripalda at Leticia.ripalda@state.ma.us.

All budgets, program staffing, and other required documents are subject to review and approval by ORI. Once the budgets and program staff are finalized, ORI will forward the completed contract to you for signature by the authorized signatory for your organization.

If you have any technical questions related to filling out the budget form, please contact ORI Contract Specialist Robin Carmona at (617) 988-3462 or robin.carmona@state.ma.us. For all other questions, please contact Leticia Ripalda at (617) 988-3483 or leticia.ripalda@state.ma.us.

We look forward to continuing our work with you and your organization to serve refugees in Massachusetts.

Sincerely,

Paul Garrity
Chief Financial Officer

Enclosure

cc: Josiane Martinez, Executive Director, ORI
Robin Carmona, Contract Specialist, ORI
Diane Randolph, Director of Community Building Unit, ORI
Leticia Ripalda, Program Coordinator, ORI

Attachment: Ori Tag Grant Set-up Form (2404 : ORI TAG - No Match Required - \$112,000)



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 10/29/2013

Department Requesting Grant Setup SHHS

Department Phone # (Please include extension) 787-6740

Name and Title of Person to Contact in Case of Questions Helen Caulton -Harris

Was this Grant previously setup for a prior fiscal year? YES

If yes, please indicate your previous project number: ORI13

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

XX

Grant Name: ORI TAG

Attachment: Ori Tag Grant Set-up Form (2404 : ORI TAG - No Match Required - \$112,000)

Total Grant Amount Awarded: \$ 112,000.00

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	MA DEPT OF PUBLIC HEALTH
Contact Person	ROBIN CARMONA
Street Address	250 WASHINGTON ST
City, State, Zip Code	BOSTON, MA
Telephone	617-988-3462
Fax	
E-Mail	robin.carmona@state.ma.us

Actual Award Date 10/29/2013

Board Approval Date

Start Date 10/1/2013

Expiration Date 9/30/2014

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

To provide direct services under Mass TAG/F program

Comments re: Conditions/Restrictions of Grant

See budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Monthly

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

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

Attachment: Ori Tag Grant Set-up Form (2404 : ORI TAG - No Match Required - \$112,000)

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

Org Code: 28975200

Object Codes: 530105, 533100

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

Date

11/4/2013

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: Ori Tag Grant Set-up Form (2404 : ORI TAG - No Match Required - \$112,000)



City of Springfield

ADOPTED

Meeting: 11/18/13 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2405

3.7

Byrne Innovation Grant - \$1M - No Match (Mayor Sarno)

WHEREAS, the Police Department has been awarded a Byrne Criminal Justice Innovation Program grant for \$1,000,000.00 from the Department of Justice; and

WHEREAS, the grant's funding has been provided to improve community safety by designing and implementing effective, comprehensive approaches to addressing crime within targeted neighborhoods; and

WHEREAS, the Department intends to use the grant funds in assessing, planning, and implementing crime-prevention efforts; 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:

Byrne Criminal Justice Innovation Program grant \$1,000,000.00

RESULT: PASSED BY VOICE VOTE

**Department of Justice**

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 13, 2013

The Honorable Domenic J. Sarno
City of Springfield
36 Court Street, City Hall
Springfield, MA 01103-1698

Dear Mayor Sarno:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 13 Byrne Criminal Justice Innovation Program: Planning & Implementation in the amount of \$1,000,000 for City of Springfield.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Samuel K. Beamon, Program Manager at (202) 353-8592; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Karol V. Mason". The signature is written in a cursive style.

Karol Virginia Mason
Assistant Attorney General

Enclosures

Attachment: BYRNE CONTRACT \$1m (2405 : Byrne Innovation Grant - \$1M - No Match)



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 13, 2013

The Honorable Domenic J. Sarno
City of Springfield
36 Court Street, City Hall
Springfield, MA 01103-1698

Dear Mayor Sarno:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Attachment: BYRNE CONTRACT \$1m (2405 : Byrne Innovation Grant - \$1M - No Match)

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

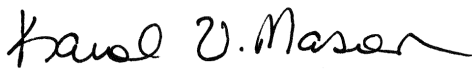
Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Attachment: BYRNE CONTRACT \$1m (2405 : Byrne Innovation Grant - \$1M - No Match)

 Department of Justice Office of Justice Programs Bureau of Justice Assistance		Grant		PAGE 1 OF 6	
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Springfield 36 Court Street, City Hall Springfield, MA 01103-1698		4. AWARD NUMBER: 2013-AJ-BX-0007			
		5. PROJECT PERIOD: FROM 10/01/2013 TO 09/30/2016 BUDGET PERIOD: FROM 10/01/2013 TO 09/30/2016			
		6. AWARD DATE 09/13/2013		7. ACTION Initial	
1A. GRANTEE IRS/VENDOR NO. 046001615		8. SUPPLEMENT NUMBER 00			
		9. PREVIOUS AWARD AMOUNT \$ 0			
3. PROJECT TITLE Springfield South End C3 Strategy		10. AMOUNT OF THIS AWARD \$ 1,000,000			
		11. TOTAL AWARD \$ 1,000,000			
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTHON THE ATTACHED PAGE(S).					
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY13(BJA - BCJI) Pub. L. No. 113-6, 127 Stat. 198, 254					
15. METHOD OF PAYMENT GPRS					
 AGENCY APPROVAL 		 GRANTEE ACCEPTANCE 			
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karol Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Domenic J. Sarno Mayor			
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		19A. DATE	
 AGENCY USE ONLY 					
20. ACCOUNTING CLASSIFICATION CODES		21. MBUGT1277			
FISCALY FUND C BUD. A OFC. DIV. RE SUB. POMS AMOUNT EAR ODE CT. G. X B BJ 80 00 00 1000000					

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

Attachment: BYRNE CONTRACT \$1m (2405 : Byrne Innovation Grant - \$1M - No Match)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD
CONTINUATIONSHEET
Grant**

PAGE 2 OF 6

PROJECT NUMBER 2013-AJ-BX-0007

AWARD DATE 09/13/2013

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

Attachment: BYRNE CONTRACT \$1m (2405 : Byrne Innovation Grant - \$1M - No Match)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD
CONTINUATIONSHEET
Grant**

PAGE 3 OF 6

PROJECT NUMBER 2013-AJ-BX-0007

AWARD DATE 09/13/2013

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Attachment: BYRNE CONTRACT \$1m (2405 : Byrne Innovation Grant - \$1M - No Match)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD
CONTINUATIONSHEET
Grant**

PAGE 4 OF 6

PROJECT NUMBER 2013-AJ-BX-0007

AWARD DATE 09/13/2013

SPECIAL CONDITIONS

15. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2013-AJ-BX-0007 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
16. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
17. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
18. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
19. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OJP Financial Guide.
20. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

Attachment: BYRNE CONTRACT \$1m (2405 : Byrne Innovation Grant - \$1M - No Match)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD
CONTINUATIONSHEET
Grant**

PAGE 5 OF 6

PROJECT NUMBER 2013-AJ-BX-0007

AWARD DATE 09/13/2013

SPECIAL CONDITIONS

21. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

22. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
23. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

24. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
25. Throughout the Planning Phase, grantees awarded under Category 1 - Planning and Implementation are allowed to access up to \$150,000 of their award until the Planning Phase is completed and approved by BJA Policy. The remaining grant funds will be placed on hold until and unless BJA receives satisfactory evidence that the Planning Phase has been completed, approves of a revised strategy and issues a Grant Adjustment Notice to deactivate this withholding special condition.

Attachment: BYRNE CONTRACT \$1m (2405 : Byrne Innovation Grant - \$1M - No Match)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD
CONTINUATIONSHEET
Grant**

PAGE 6 OF 6

PROJECT NUMBER 2013-AJ-BX-0007

AWARD DATE 09/13/2013

SPECIAL CONDITIONS

26. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
27. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.

Attachment: BYRNE CONTRACT \$1m (2405 : Byrne Innovation Grant - \$1M - No Match)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for City of Springfield

The Byrne Criminal Justice Innovation (BCJI) Program helps to improve community safety by designing and implementing effective, comprehensive approaches to addressing crime within a targeted neighborhood as part of a broader strategy to advance neighborhood revitalization through cross-sector community-based partnerships. Awards under this program will focus on funding efforts in two major categories: Enhancements and Planning and Implementation.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Attachment: BYRNE CONTRACT \$1m (2405 : Byrne Innovation Grant - \$1M - No Match)

 Department of Justice Office of Justice Programs Bureau of Justice Assistance		GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY Grant	
		PROJECT NUMBER 2013-AJ-BX-0007	PAGE 1 OF 1
This project is supported under FY13(BJA - BCJI) Pub. L. No. 113-6, 127 Stat. 198, 254			
1. STAFF CONTACT (Name & telephone number) Samuel K. Beamon (202) 353-8592		2. PROJECT DIRECTOR (Name, address & telephone number) Brian Elliott Sergeant 130 Pearl Street Springfield, MA 01105 (413) 787-6318	
3a. TITLE OF THE PROGRAM BJA FY 13 Byrne Criminal Justice Innovation Program: Planning & Implementation			3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT Springfield South End C3 Strategy			
5. NAME & ADDRESS OF GRANTEE City of Springfield 36 Court Street, City Hall Springfield, MA 01103-1698		6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 10/01/2013 TO: 09/30/2016		8. BUDGET PERIOD FROM: 10/01/2013 TO: 09/30/2016	
9. AMOUNT OF AWARD \$ 1,000,000		10. DATE OF AWARD 09/13/2013	
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The goal of Byrne Criminal Justice Innovation (BCJI) Program is to improve community safety by designing and implementing effective, comprehensive approaches to addressing crime within a targeted neighborhood as part of a broader strategy to advance neighborhood revitalization through cross-sector community-based partnerships. Research suggests that crime clustered in small areas, or "crime hot spots," accounts for a disproportionate amount of crime and disorder in many communities. In times of limited resources, local and tribal leaders need tools and information about crime trends in their jurisdiction and assistance in assessing, planning, and implementing the most effective use of criminal justice resources to address these issues. They also need a core foundation of resources and tools to support data-driven strategy development, community-driven capacity building for collaborative problem solving, and assistance to identify and implement evidence-based and innovative strategies to target these drivers of crime. A multi-faceted approach like BCJI targets crime in the locations where most crime is occurring. This approach can have the biggest impact while also building the capacity of the community to deter future crime.			

This program is a part of the Administration's larger Neighborhood Revitalization Initiative (NRI) that supports local and tribal communities in developing place-based strategies to change neighborhoods of distress into neighborhoods of opportunity. Recognizing that interconnected solutions are needed in order to resolve the interconnected problems existing in distressed communities, the BCJI Program is designed to provide neighborhoods with coordinated federal support in the implementation of comprehensive place-based strategies to effectively reduce and prevent crime by connecting this support to broader comprehensive neighborhood revitalization efforts. The FY 2013 program will focus on funding efforts in two major categories: (1) planning and implementation and (2) enhancement.

Category 1 (Planning and Implementation): Applicants will plan and implement a BCJI strategy that builds partnerships and collaborations in an effort to address a chronic crime issue(s) within the target neighborhood. This category includes applicants who may already have some anti-crime initiatives in place. Applicants with existing anti-crime initiatives will use those initiatives as a platform to plan and implement a BCJI strategy that builds partnerships and collaborations in effort to address a chronic crime issue within the target neighborhood. The crime issue must represent a significant proportion of crime or type of crime within the larger community or jurisdiction. Spearheaded by the fiscal agent, this BCJI strategy should be designed by a cross-sector partnership to include community stakeholders, law enforcement, and local research partner. This cross-sector partnership will complete an integrated planning phase to analyze the crime issue using data and will develop a coordinated response that includes both place-based and community-oriented strategies to address the crime issue. To successfully develop and implement the BCJI strategy, the cross-sector partnership will need to work with public and private agencies, organizations (including philanthropic organizations), and individuals to gather and leverage resources needed to support the financial sustainability of the plan. To achieve the core goal of BCJI, the cross-sector partnership is encouraged to consider how the BCJI strategy, once implemented, might serve as the platform to a future neighborhood revitalization plan.

CA/NCF



City of Springfield

ADOPTED

Meeting: 11/18/13 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2406

3.8

Fire Donations X4 - \$130.00 (Mayor Sarno)

WHEREAS, the Fire Department has been awarded donations totaling \$130.00 from various individuals; and

WHEREAS, the funds provided by the donors were designated for the Fire Memorial 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 below; 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:

George P. Riopel	\$ 25.00
The Lemieux Family	\$ 50.00
Francis R. Hrobak	\$ 5.00
Patricia M. Tremblay	<u>\$ 50.00</u>
	\$ 130.00

RESULT: PASSED BY VOICE VOTE

GEORGE P. RIOPEL
 107 WHITE BIRCH DR.
 SPRINGFIELD, MA 01119

1765

City of Springfield
 Date Sept 29, 2013

Pay to the
 Order of Apple, Fire Dept, Memorial Fund \$ 25.00

Twenty-five dollars and no Dollars

 **Bank**
 America's Most Convenient Bank®

For the money of Alie Matak Alie Matak

⑆211370545⑆ 41008375⑈ 1765

Security
 Features
 68

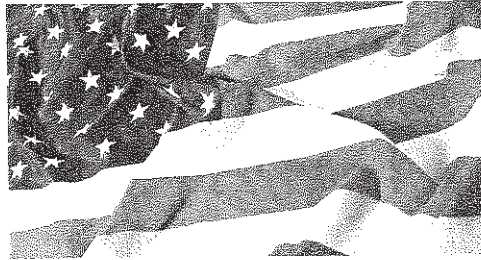
GUARANTY SAFETY GREEN



City of Springfield/Springfield Fire Dept.
Memorial Fund
605 Worthington Street
Springfield, MA 01105

010519699

Attachment: Fire Donations x4 11.18.13 (2406 : Fire Donations X4 - \$130.00)



Please accept
our check in
memory of Alice
Hrabak

The Lemieux
family
Natalie, Denise & Paul,
Paul & Judy

Helping Our Heroes

 Lemieux
5 Gamelin St Apt 132
Holyoke, MA 01040-4073

MINIMUM - 2000

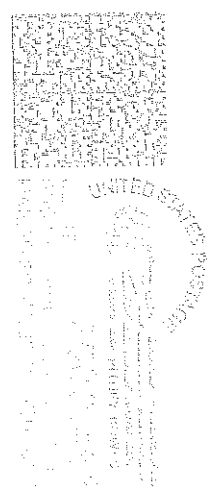
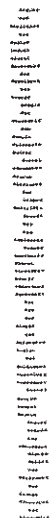
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100

AMOUNT: 000

REF#:

City of Springfield/Springfield Fire Dept.
Memorial Fund
605 Worthington Street
Springfield, MA 01105

[illegible]



SPRINGFIELD

WESTFIELD

NORTHAMPTON

AMHERST

October 7, 2013

City of Springfield
Springfield Fire Department Memorial Fund
605 Worthington Street
Springfield, MA 01105

Dear Sir/Madam:

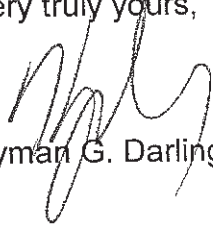
Enclosed please find a donation in the amount of \$5.00 in memory of Alice O. Hrobak.

Please send the acknowledgement to:

Francis R. Hrobak
24 Tyrone Street
Springfield, MA 01104

Thank you for your cooperation in this matter.

Very truly yours,


Hyman G. Darling

HGD/mb
Enclosure
28637-0002
1022072

Attachment: Fire Donations x4 11.18.13 (2406 : Fire Donations X4 - \$130.00)

881013 / 07-08

BACON WILSON, P.C.
ATTORNEYS AT LAW
33 STATE STREET
SPRINGFIELD, MA 01103

Five & No/100 Dollars

PEOPLE'S UNITED BANK
51-7218-2211

DATE
10/8/2013

AMOUNT
\$ 5.00

PAY TO THE ORDER OF
City of Springfield
Springfield Fire Department Memorial Fund
605 Worthington Street
Springfield, MA 01105

165571

Shirley B. Katz
AUTHORIZED SIGNATURE

① Security features. Details on back.

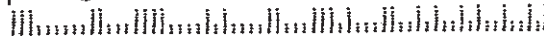
⑈ 165571 ⑈ ⑆ 2211721861 ⑆ 0100000669 ⑈



Mrs. Richard Tremblay
10 Kibbe Rd.
East Longmeadow, MA 01028-1306



City of Springfield / Springfield Fire Dept.
Memorial Fund
605 Worthington Street
Springfield, MA 01105



Attachment: Fire Donations x4 11.18.13 (2406 : Fire Donations X4 - \$130.00)

PATRICIA M TREMBLAY
RICHARD F TREMBLAY
10 KIBBE RD (413) 525-4628
EAST LONGMEADOW MA 01028-1306

6388

53-13/110 MA
84940

10/12/13 Date

Pay to the
Order of City of Springfield / Springfield Fire Dept. Memorial Fund \$ 50.00
Fifty and 00/100 Dollars



Bank of America

ACH R/T 011000138

For Alice O. Hrabak

Patricia M. Tremblay MP

⑆011000138⑆ 000002105748⑈6388



City of Springfield

ADOPTED

Meeting: 11/18/13 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2407

3.9

Fire Donation Fr SCCCA - \$3400 (Mayor Sarno)

WHEREAS, the Springfield Council for Cultural and Community Affairs Inc. has received a donation on behalf of the Fire Department in the amount of \$3,400.00 from Eastman Chemical Co. Foundation, PO Box 431, Kingsport, TN 37662; and

WHEREAS, the funds provided shall be used for the purpose of purchasing two (2) iPads with accessories for use by the Fire Inspectors as requested by the donor; and

WHEREAS, the Department intends to use the funds for the purposes specified by the donor; and

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

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

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

**Fire Department Donation
Eastman Chemical Co. Foundation
PO Box 431
Kingsport, TN 37662**

\$3,400.00

RESULT: PASSED BY VOICE VOTE

October 7, 2013

Ms. Carol Langevin
Springfield Council for Cultural and Community Affairs, Inc.
c/o: Mayor's Office
36 Court St.
Springfield, MA 01103-1699

Dear Ms. Langevin:

Eastman Chemical Company is pleased to approve a grant of \$3,400 to the Springfield Council for Cultural and Community Affairs for the Springfield Massachusetts Fire Department for the Fire Inspector's project.

The Omnibus Budget Reconciliation Act (OBRA) requires Eastman to obtain written confirmation for cash contributions that equal or exceed \$250. **Please complete, sign and return this form along with an invoice (without an invoice your grant cannot be processed)** to Angie Jobe at Eastman's Community Relations Department. We also need a copy of your 501 (c)(3) letter from the IRS for our records. Please submit the above information ASAP. Your grant payment is scheduled to be processed this month.

1. Organization Name & Address:
Springfield Council For Cultural and Community Affairs
2000 Trafleton Rd.
Springfield, Ma. 01108
2. Total cash contribution approved by Eastman: \$ 3400--
3. Project or purpose: To purchase Ipods and accessories
to be used by Fire inspectors.
4. Will the above-named organization provide any goods or services to Eastman in exchange for this contribution?
Yes _____ No ☒
5. Good faith estimate of the value of any goods or services provided to Eastman in exchange for the monetary contribution listed above: \$ _____
6. Describe goods/services provided specifically to Eastman.

* (for Maggie)

Thanks Carol.

I'm copying Maggie on this as well as Erica Floyd our Director of Finance.

We will get you what you need.

Thank you again for this assistance.

Gary S

From: Langevin, Carol
Sent: Monday, October 21, 2013 8:48 AM
To: Sullivan, Gary
Subject: EASTMAN

Hi Gary,

SCCCA received the check from Eastman on Friday for \$3400. I will deposit the check in SCCCA and I will issue you a check from SCCCA. What I will need from you is some sort of invoice requesting the funds.

Carol

Attachment: eastman donation-X24142110-0001 (2407 : Fire Donation Fr SCCCA - \$3400)

Sullivan, Gary

From: Conant, Joseph
Sent: Tuesday, September 17, 2013 9:37 AM
To: Sullivan, Gary
Cc: Rivera, David
Subject: RE: Eastman Chemical to fund (2) I-Pads fro Fire Inspectors

Thank you Gary

Joseph A. Conant
 Commissioner
 Springfield Fire Department
 605 Worthington Street
 Springfield, Ma. 01105
 (413)750-2444

From: Sullivan, Gary
Sent: Monday, September 16, 2013 9:10 AM
To: Conant, Joseph
Subject: Eastman Chemical to fund (2) I-Pads fro Fire Inspectors

Commissioner:

FYI

I got a call Friday, from George DeCruz with Eastman Chemical (owner Solutia) regarding my application to the Eastman Foundation for funding of \$3,400.00 for (2) I-Pads and accessories.

They are based in Kingsport, Tennessee and he indicated that they will fund our project.

We should expect a check possibly by the end of the month.

Gary

Garrett S. Sullivan
 Adm. Officer
 Springfield Fire Department
 605 Worthington Street
 Springfield, MA. 01105
 413-750-2422
 413-787-6432 (Fax)
gsullivan@springfieldcityhall.com

Attachment: eastman donation-X24142110-0001 (2407 : Fire Donation Fr SCCCA - \$3400)

EASTMAN**Eastman Chemical Company Foundation
Grant Application**

(All fields must be completed before submitting the form.)

Organization Information

Name of Organization: Springfield Fire Department

Address: 605 Worthington Street

City, State, Zip Code: Springfield, MA. 01105

Contact (include title): Joseph A. Conant, Fire Commissioner
Garrett S. Sullivan, Adm. Officer

Telephone: 413-750-2422

Fax: 413-787-6432

Email: gsullivan@springfieldcityhall.com

Website address: City of Springfield (MA.) Springfield Fire Department

Tax ID number: 04-6001415

Date of Incorporation: 1848

Fiscal year:

Organization's mission (description of activities and program): To protect the lives and property of the citizens of the City of Springfield.

EASTMAN

Eastman Chemical Company Foundation Grant Application

Request Information

What is the purpose (project / activity, etc.) for which the contribution is being requested?

To purchase I-Pads for our fire inspectors of the Fire Prevention Division to conduct up to 6,500 field fire/smoke detector and building inspections per year in the City of Springfield.

What is the project start and end date? July 1 through December 31, 2013

What is proposed project budget? \$13,600.00 (includes \$1,700 per unit with accessories, program software, maintenance and licensing.)

What is total amount requested? \$3,400.00 (in order to deploy two more units in the field to compliment (2) that are currently be deployed.)

How does the project benefit the community? (How many people will participate in, or be served by the project/activity?)

Upwards of 6,500 residential and business owners per year will benefit from this in the field enhanced building and smoke detector inspection capability as well as up to 15,000 residents of these properties.

What is geographical area served?
33 Square Miles

What are the publicity plans?

It is our intent to publicize this capability with the press and media once the units are deployed in the field and being utilized on a regular basis.

How will the project's performance / progress be evaluated / measured?

Inspections will be tabulated and performance will be measured every three months by the city Fire Marshal (head of Fire Prevention) until fully implemented.

List other sources of financial support:

FM Global Insurance Company
City of Springfield Fire Department

Are Eastman employees involved? If so, describe their involvement / roles:

Eastman Chemical employees are not directly involved, however, the former Solutia Fire Department and the Springfield Fire Department have had a long training relationship with free training and use of facilities and services at our neighboring Fire Training Center on Grochmal Avenue.

After our initial evaluation of this application, you may be contacted to provide the following:

- IRS 501 (c) (3) determination letter (if this is your organization's first request)
- Most recent audited financial statement and annual report, if available
- Current list of business and foundation donors with their contribution levels

July 7, 2013

Angie Jobe
Eastman Chemical Company
Corporate Headquarters/Community Relations
PO Box 431
Kingsport, TN 37662

Dear Angie:

I recently sent in an application to Eastman Chemical for a small grant to enhance the performance of the Spfld. Fire Department's Fire Prevention Division in order to process up to 6,500 fire/smoke inspections and building inspections per year in the City of Springfield.

The Department has been challenged in recent years to fund these upgrades on our own.

It is our intent to give our inspectors capability in the field that they do not have now to prepare, update and better record their findings. Currently, they must take hand written notes and return to Fire Headquarters each day to input those into desk top computers.

Our plan is to procure (8) I-Pads with all accessories, program software, licensing, etc. for six fire inspectors, their supervisor and our Fire Marshal for building plan inspections.

To date we have received some corporate funding for two units from FM Global Insurance Company in addition to Fire Department funds to deploy (2) units in the field. We are asking if Eastman Chemical would consider funding (2) more.

Your newly acquired plant (formerly Solutia) abuts our former Fire Training Center on Grochmal Avenue in the City of Springfield. The Solutia Fire Department and the Springfield Fire Department had a long collaborative relationship and Solutia was free to use our facility at any time.

I thank you for your consideration of this request and remain available to answer any questions you may have on this matter. I can be reached at 413-750-2422 or gsullivan@springfieldcityhall.com.

Sincerely,



Garrett S. Sullivan
Adm. Officer
Springfield (MA.) Fire Department
605 Worthington Street
Springfield, MA. 01105

Attachment: eastman donation-X24142110-0001 (2407 : Fire Donation Fr SCCCA - \$3400)

Commissioner

9/16/13

3.9.a

Commissioner:

FYI

I got a call Friday, from George DeCruz with Eastman Chemical (owner Solutia) regarding my application to the Eastman Foundation for funding of \$3,400.00 for (2) I-Pads and accessories.

They are based in Kingsport, Tennessee and he indicated that they will fund our project.

We should expect a check possibly by the end of the month.

Gary

Garrett S. Sullivan
Adm. Officer
Springfield Fire Department
605 Worthington Street
Springfield, MA. 01105
413-750-2422
413-787-6432 (Fax)
gsullivan@springfieldcityhall.com

Attachment: eastman donation-X24142110-0001 (2407 : Fire Donation Fr SCCCA - \$3400)



City of Springfield

ADOPTED

Meeting: 11/18/13 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2408

3.10

Police Underage Alcohol Grant - \$14K - No Match (Mayor Sarno)

WHEREAS, the Police Department has been awarded a Underage Alcohol Enforcement grant in the amount of \$14,969.64.00 from the MA Executive Office of Public Safety and Security's Highway Safety Division (EOPSS/HSD); and

WHEREAS, the grant's funding has been provided to aid the Springfield Police Department in its enforcement of underage drinking laws; and

WHEREAS, the Department intends to use the grant funds as dictated by the grantor; 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:

EOPSS/HSD Underage Alcohol Enforcement grant

\$14,969.64

RESULT: PASSED BY VOICE VOTE



Deval L. Patrick
Governor

The Commonwealth of Massachusetts
Executive Office of Public Safety and Security

One Ashburton Place, Room 2133
Boston, Massachusetts 02108

Tel: (617) 727-7775
TTY Tel: (617) 727-6618
Fax: (617) 727-4764
www.mass.gov/eopss

Andrea J. Cabral
Secretary

October 1, 2013

Chief William Fitchet
Springfield Police Department
130 Pearl Street
Springfield, MA 01105

Dear Chief Fitchet:

I am pleased to inform you that the Executive Office of Public Safety and Security's Highway Safety Division (EOPSS/HSD) has selected your department to receive \$14,969.64 in funding as part of our FFY 2014 Underage Alcohol Enforcement Grant Program.

Enclosed please find a grant award contract package for your review. Please sign and date the contract in blue ink and return it by mail as soon as possible to Bob Kearney at EOPSS/HSD at Ten Park Plaza, Suite 3720, Boston, MA 02116.

Your project period will begin as of the date the EOPSS Office of Grants and Research's Executive Director signs your completed contract or on the start date named in the contract, whichever date is later. Bob Kearney from EOPSS/HSD will notify you by email of the official start date and he will also mail you a copy of your finalized contract. This contract will then run through September 30, 2014. Please be reminded that costs incurred prior to the contract start date or after its end date will not be reimbursable. If you have any questions, please contact Mr. Kearney at 617-725-3341 or Robert.Kearney@state.ma.us.

Congratulations on your award.

Sincerely,

Andrea J. Cabral
Secretary of Public Safety and Security

Enclosures

Attachment: UNDERAGE ALCOHOL (2408 : Police Underage Alcohol Grant - \$14K - No Match)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

3.10.a

This form is jointly issued and published by the Executive Office of 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 Police Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety & Security, Office of Grants & Research MMARS Department Code: EPS	
Legal Address: (W-9, W-4, T&C): 130 Pearl Street, Springfield, MA 01105		Business Mailing Address: 10 Park Plaza, Suite 3720, Boston, MA 02116	
Contract Manager: William Fitchet		Billing Address (if different):	
E-Mail: wjffitchet@springfieldpolice.net		Contract Manager: Diane Perrier	
Phone: 413 787 6318	Fax: 413 787 6663	E-Mail: Diane.Perrier@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 617-725-3301	Fax: 617-725-0260
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: Grant Application	
☒ 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 charge") 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). \$ <u>14,969.64</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____ % PPD; Payment issued within 15 days ____ % PPD; Payment issued within 20 days ____ % PPD; Payment issued within 30 days ____ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ____ 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.) FFY2014 Enforcing Underage Drinking Laws			
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>9/30/2014</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " <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 <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: <u>10/21/13</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Joseph J. Smith</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Ellen J. Frank</u> Print Title: <u>Executive Director</u>	

Attachment: UNDERAGE ALCOHOL (2408 : Police Underage Alcohol Grant - \$14K - No Match)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



3.10.a

INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

Attachment: UNDERAGE ALCOHOL (2408 : Police Underage Alcohol Grant - \$14K - No Match)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



3.10.a

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out

performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

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

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

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; State tax laws including but not limited to G.L. c. 62C; G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11: New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The

Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sec. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at: www.comm-pass.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to

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other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

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

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

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

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

EXECUTIVE ORDERS

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

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

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

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

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

Executive Order 504. Regarding the Security and Confidentiality of

Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A. Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Attachment: UNDERAGE ALCOHOL (2408 : Police Underage Alcohol Grant - \$14K - No Match)



City of Springfield

ADOPTED

Meeting: 11/18/13 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2411

3.11

Bill of Prior Year - Treasurer - \$6,105.00 (Mayor Sarno)

WHEREAS, to meet expenses incurred by the City of Springfield, pursuant to Mass. Gen. Laws ch. 44 Section 64 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council that the Treasurer's Department may pay a bill from the previous fiscal year totaling \$6,105.00 and;

WHEREAS, the Treasurer's department will make a payment for an unpaid bill of a previous fiscal year from their FY14 General Fund Operating Budget. A prior year (FY13) invoice from First Southwest Asset Management, Inc. for calculation services related to the \$127,400,000 State Qualified Municipal Purpose Loan of 2007 Bond Audit dated June 21, 2013 and;

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the payment of \$6,105.00 From the FY14 General Fund Departmental Operating Budget for the expenses incurred in the previous fiscal year.

RESULT: PASSED BY VOICE VOTE

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: TJ Plante, Chief Administrative & Financial Officer
Date: 11/8/2013
Re: Order for Council Meeting – 11/18/2013
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November, 18, 2013 Council meeting which will pay a FY13 invoice of \$6,105.00 for services related to the IRS audit performed on our \$127,400,000 State Qualified Municipal Purpose Loan 2007 Bond.

Background: In FY13 the IRS requested an audit of the \$127,400,000 State Qualified Municipal Purpose Loan 2007 Bond. Our financial advisors, First Southwest Asset Management, Inc. provided calculation services for the City. .for computational fees which incurred in connection with the arbitrage calculations prepared for the IRS audit.

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

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

INVOICE

**First Southwest Asset Management, Inc.
Arbitrage Rebate Compliance Services**

City of Springfield, Massachusetts
Springfield Finance Control Board Office
436 Dwight Street, Room 300
Springfield, MA 01103-

Mr. Timothy Plante, Chief Financial Officer

Invoice Date: 06/21/2013
Invoice Number: R13018

Computational fee incurred in connection with the arbitrage calculations prepared for the attached detailed bond issue(s):

Total Amount Due: \$6,105.00

Please remit payment to:

**First Southwest Asset Management, Inc.
325 North St Paul, Suite 800
Dallas, Texas 75201**

Attention: Arbitrage Rebate Department

INVOICE

First Southwest Asset Management, Inc. Arbitrage Rebate Compliance Services

Invoice Number: R13018

Par Amount	Issue Description	Period		Number of Years	Annual Fee	Current Fee
		From	To			
\$127,400,000	GO State Qualified Muni Purpose Loan of 2007 Bonds, 2/7/07	02/07/07	02/07/12	5.00	\$1,080.00	\$5,400.00
	Notes: 5 Year Installment Calculation					
\$127,400,000	GO State Qualified Muni Purpose Loan of 2007 Bonds, 2/7/07	02/07/12	05/31/13	1.31	\$540.00	\$705.00
	Notes: Calculation Update Through 5/31/13					
Total:						\$6,105.00



City of Springfield

ADOPTED

Meeting: 11/18/13 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2422

3.12

Order Authorizing Dissolution of Betterment Lien Against ES Mazarin St., Lot 4 (08440-0045) (Mayor Sarno)

WHEREAS, the City of Springfield ("City") foreclosed on a parcel of vacant land in Indian Orchard, Springfield, Massachusetts for non-payment of real estate taxes, known as **East Side Mazarin Street, Lot 4 (08440-0045)**, by virtue of a Land Court Judgment dated June 19, 2012, and recorded with the Hampden County Registry of Deeds in Book 19316, Page 534; and

WHEREAS, the City sold said property at a tax title auction held on April 16, 2013 for \$4,000.00, free and clear of any unpaid real estate taxes and municipal liens assessed prior to foreclosure; and

WHEREAS, on March 11, 1996, the City Council voted to levy betterment assessments for the laying out and establishment of Mazarin Street from Meadow Street to Moxon Street; and

WHEREAS, the City is unable to convey a good and clear record and marketable title to its purchaser at tax title auction until the betterment assessment, in the original amount of \$400.00 levied against the former owner of said property, Edward R. Krupa, and recorded with the Hampden County Registry of Deeds in Book 9424, Page 305 is dissolved.

NOW THEREFORE BE IT ORDERED, that the Board of Assessors be and is hereby authorized to take all necessary actions to abate and/or remove said betterment assessment against East Side Mazarin Street, Lot 4 (08440-0045) from the city books.

NOW THEREFORE BE IT FURTHER ORDERED, that the Collector of Taxes be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and record a certificate dissolving the betterment lien against East Side Mazarin Street, Lot 4 (08440-0045) at the Hampden County Registry of Deeds pursuant to Massachusetts General Laws, Chapter 80.

RESULT:	ADOPTED [12 TO 0]
MOVER:	Michael A. Fenton, Ward 2 Councilor
SECONDER:	Timothy C. Allen, Ward 7 Councilor
AYES:	Williams, Twiggs, Luna, Shea, Fenton, Lysak, Walsh, Allen, Edwards, Ashe, Concepcion, Ferrera III
ABSENT:	Timothy J. Rooke



Order Authorizing Application for Enterprise Community Economic Opportunity Area (EOA) Designation and Authorizing Execution and Delivery of a Tax Increment Financing Agreement with Titan Roofing, Inc. (Mayor Sarno)

Whereas, economic development is necessary for the long term financial recovery of Springfield; and

Whereas, Titan Roofing, Inc (the "Company") owns property located at 200 Tapley Street, Springfield, Massachusetts (the "Property"), in the Bay Neighborhood of the City of Springfield (the "City"); and

Whereas, the Company plans to improve the usable space for purposes of manufacturing, and warehousing by redeveloping the usable space of the interior of 200 Tapley Street to include the build out of a 7,000 square foot manufacturing area that will be used for a tool/equipment area and the gutting of all non-warehouse space to include 24 finished offices, 6 offices for future growth including a reception area, 2 conference rooms, a 2X2 cubicle area, record retention storage, toilet facilities break & lunch room and other services areas within the existing 91,000 square foot of the building (the "Project") which will result in approximately a \$965,000 investment by the Company, in renovations, personal property, and equipment; and

Whereas, the Company commits to the relocation of 34 employees to Springfield and include a total project investment including acquisition of \$2,025,000.

Whereas, the Company is seeking certain real estate tax incentives from the City over a period of five (5) years commencing on **July 1, 2014 through June 30, 2019;**

Whereas, the City of has been designated as an Economic Target Area ("ETA") by the Massachusetts Economic Assistance Coordinating Council ("EACC"); and

Whereas, the Property is located within an already created Enterprise Community Economic Opportunity Area ("EOA") as designated by the EACC, which existing designation has a period of less than 5 years remaining; and

Whereas, in order to provide for the proposed five (5) year tax incentive schedule, it is necessary to de-designate 200 Tapley Street from the existing EOA and hereby create a new EOA designation for 200 Tapley Street, hereby named "200 Tapley Street EOA" as identified in attached 200 Tapley Street EOA Map; and

Whereas, the City wishes to encourage the retention of manufacturing and investment, within the City, the retention of job opportunities for City residents, and economic development through the grant of certain tax incentives; and

Whereas, the Company is committed to the retention of jobs, investment and economic development, in the City, as outlined in the attached *Tax increment Financing Agreement, By and Between the City of Springfield and Titan Roofing Inc. attached hereto;*

NOW THEREFORE BE IT ORDERED, The Springfield City Council hereby approves and authorizes the Mayor and the Chief Development Officer to apply to the EACC for the revocation of 200 Tapley Street's existing EOA designation and to apply for a new EOA designation, with a term of five years, for 200 Tapley Street, and submit on behalf of the City of Springfield all necessary written municipal approvals pursuant to 402 CMR 2.10(5) and (6) and to take any other actions required under M.G.L. Ch. 23A, Section 3 (E) and its attendants regulations at 402 CMR 2.00;

AND IT IS FURTHER ORDERED, the Springfield City Council hereby approves and authorizes the Mayor and the Chief Development Officer, in the name of and on behalf of the City of Springfield, to execute and deliver the *Tax Increment Financing Agreement, By and Between the City of Springfield & Titan Roofing Inc.*, in substantially the form as attached hereto as Exhibit A, upon approval of the new EOA designation.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bud L. Williams, Vice President At-Large Councilor
SECONDER:	E. Henry Twiggs, Ward 4 Councilor
AYES:	Williams, Twiggs, Rooke, Luna, Shea, Fenton, Lysak, Walsh, Allen, Edwards, Ashe, Concepcion, Ferrera III

Exhibit A

TAX INCREMENT FINANCING AGREEMENT
BY AND AMONG
CITY OF SPRINGFIELD
AND
TITAN ROOFING INC.

This Agreement is made this _____ day of November, 2013 between the **CITY OF SPRINGFIELD**, a municipal corporation with a principal place of business at 36 Court Street, Springfield, Massachusetts, acting through its Mayor (hereinafter the "City"), and **TITAN ROOFING INC.**, a corporation, organized under the laws of Massachusetts, with a principal place of business at 200 Tapley Street, Springfield, Massachusetts (hereinafter "Titan Roofing, Inc.")

WITNESSETH

WHEREAS, Titan Roofing, Inc. **intends to redevelop the usable space within the existing 91,000 square foot of the building** to it's existing facility on 200 Tapley Street, Springfield, Massachusetts to expand manufacturing operations and warehousing in its location in the Bay Street neighborhood of the City (hereinafter the "Project"); and

WHEREAS the Project is expected to result in an estimated capital investment of approximately \$1,060,000 for the purchase of the property and an additional \$965,000.00 for improvements and betterments by May, 2014 while relocating approximately 34 jobs in Springfield for manufacturing positions and clerical jobs.

WHEREAS the Project site, City Assessor's' parcel No. 11415-0006, is located within the boundaries of and ETA created in the City, as that term is used in M.G.L. c. 23A, Section 3D, and

WHEREAS the Project site is located within and EOA in the City, as that term is used in M.G.L. c. 23A, section 3E; and

WHEREAS the Project is expected to provide economic benefits to the City in expansion of an existing building, reduction of blight, addition of employment in the Bay neighborhood, creation of new jobs expected to be filled by City residents, all which are likely to encourage redevelopment and employment in this area; and

WHEREAS, Titan Roofing Inc. is seeking a Tax Increment Financing Agreement (TIF) from the City, pursuant to M.G.L. c. 23A; c. 40, section 59; and c. 59, section 5, clause 51; and regulations issued pursuant to these statutes; and

WHEREAS, the City is willing to enter into a TIF in return for the acts of Titan Roofing Inc. of investing in this Project, relocating an existing facility into the city, creating new jobs for city residents, and the resulting expected improvement to the City's economy, tax base, job base, decrease of blight, and encouragement redevelopment;

NOW THEREFORE in consideration of the mutual promises contained herein, the City and Titan Roofing Inc. do mutually agrees as follows:

1. This TIF Agreement will take effect upon approval from the Economic Assistance Coordinating Committee in **December, 2013**
2. The City and Titan Roofing Inc., contingent on approval from the Mayor and Springfield City Council, enters into this TIF for the Project.
3. Titan Roofing Inc. agrees to
 - a. redevelop City Assessor Parcel No. 11415-0006 at 200 Tapley Street, Springfield, Mass. (the premises);
 - b. makes a capital investment into the Project of approximately \$965,000.00 by May, 2014;
 - c. relocate at least thirty-four permanent, full time jobs in the City as a result of the Project and to exist for the entire term of the TIF.
 - d. agree to use best efforts to market and recruit new employees in the City of Springfield with priority to residents of the immediate Bay neighborhood and to add to the level of jobs in the area during the effective dates of the TIF;
 - e. is responsible for payment all real estate taxes assessed on the Premises as provided in this TIF.
4. The City shall grant a TIF exemption to Titan Roofing Inc. in accordance with M.G.L. c. 23A, s. 3A; c. 40, s. 59; c. 59, s. 5 as follows:
 - a. The exemption shall be granted and shall apply only to the new assessed value of the Premises described in the Project (the "Incremental Value").
 - b. The Incremental Value shall be that value which is in excess of the assessed value of the Premises for **Tax Year 2014** (\$1,052,200).
 - c. The exemption shall be for a period of five (5) years commencing **July 1, 2014** and ending **June 30, 2019**.

d. The exemption shall be calculated for each Tax Year as follows:

- (i) The Parties agree that the Base Valuation for this TIF is \$1,052,200.
- (ii) For tax year 2014 (July 1, 2013– June 30, 2014), 200 Tapley Street shall be assessed at the Base Valuation with **0% taxation** of any Incremental Value.
- (iii) For each tax year after Tax Year 2014, the Assessors for the City of Springfield shall determine the Incremental Value of the Premises for that tax year.
- (iv) The City shall assess real estate taxes on a portion of the Incremental Value beginning at 20% for **Tax Year 2015** and increasing by 20% each year, culminating in 100% taxation of the Incremental Value in **Tax Year 2019** and no further exemption thereafter.
- (v) The tax exemption to be applied to the schedule applicable to the Premises is as follows:

TAX YEAR	TIF YEAR	% INCREMENTAL VALUE EXEMPTED
2014	Base Year	0%
2015	1	20%
2016	2	40%
2017	3	60%
2018	4	80%
2019	5	100%

e. Any exemptions for property taxes realized pursuant to this agreement shall be contingent upon Titan Roofing Inc.'s continued occupancy of 200 Tapley Street. Except in the case of a natural disaster or similar circumstance, Titan Roofing, Inc. hereby agrees to pay back any property tax benefits realized under this agreement in the event that Titan Roofing, Inc. ceases to occupy 200 Tapley street at any point within a period of ten (10) years after the commencement of this agreement.

5. Upon the failure of Titan Roofing, Inc. to comply with this TIF and to meet all of its obligations contained herein, the City reserves the right to apply to the Economic Assistance Coordinating Council for decertification of the Project and to terminate this TIF Agreement and discontinue all exemptions from taxation contained in this TIF Agreement commencing in the Tax Year in which the failure occurs.

6. Notices to be delivered under this TIF Agreement shall be delivered as set forth below:

To the City:

Chief Development Officer
 Office of Planning & Economic Development
 70 Tapley Street
 Springfield, MA 01104

With a copy to

Mayor of City of Springfield
 36 Court Street
 Springfield, Massachusetts 01103

And a copy to

City Solicitor for City of Springfield
 36 Court Street, Room 210
 Springfield, Massachusetts 01103

To Titan Roofing, Inc.:

Name:
 200 Tapley Street
 Springfield, Massachusetts 01104

With a copy to

7. Unless otherwise expressly provided herein, all notices and other communications given pursuant to this Agreement shall be in writing and shall be sent to the persons at the addresses identified above by

- (1) first class, United States Mail, postage prepaid, certified, with return receipt requested, or
- (2) hand delivery to the intended address, or
- (3) nationally recognized overnight delivery service that provides written proof of delivery.

All such notices and other communications shall be effective on the actual date of delivery, receipt, or rejection of delivery, if known, otherwise

- (i) in three (3) Business Days after deposit in United States Mail in case of (1) above,
- (ii) actual delivery in case of (2) above, and
- (iii) the next Business Day in case of (3) above.)

8. A. The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction, and performance of this Agreement.

B. The sole and exclusive forum for the determination of any question of law or fact or any dispute between the parties shall be the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in Hampden County or the United States District Court for the Western District, both sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to any rights or relationship of the parties shall be solely and exclusively brought and heard in said courts.

[Remainder of Page Left Intentionally Blank]

[Signature Page to Follow]

Signed, under seal, by all parties, effective on the last date noted below.

Titan Roofing, Inc

CITY OF SPRINGFIELD

By: _____
 Title: _____
 Date Signed _____

Name: Kevin Kennedy _____
 Title: Chief Development Officer
 Date Signed _____

Approved as to Appropriation

 City Comptroller
 Date Signed _____

Reviewed:

Approved as to Form:

 City Solicitor
 Date signed _____

 Chief Administrative & Finance Officer
 Date Signed _____

Approved:

 DOMENIC J. SARNO, Mayor
 Date signed _____

Titan Roofing Inc Project Summary

Project Introduction

Titan Roofing Inc. was incorporated in 1978 and is planning to move its corporate headquarters from Chicopee to a currently vacant building at 200 Tapley Street in the city's Bay neighborhood, locating a minimum of 34 new permanent jobs to the facility and making a total project investment of over \$2 million. The facility will also serve as home base to many other contracted workers in addition to the 34 jobs.

Titan Roofing Inc is a highly regarded roofing contractor through out the Northeast. They have performing exceptional work for a wide range of building owners, general contractors and government agencies. The company brings an experienced, knowledgeable and trained work force and staff, bringing full design, engineering, fabrication and installation capabilities to their clients.



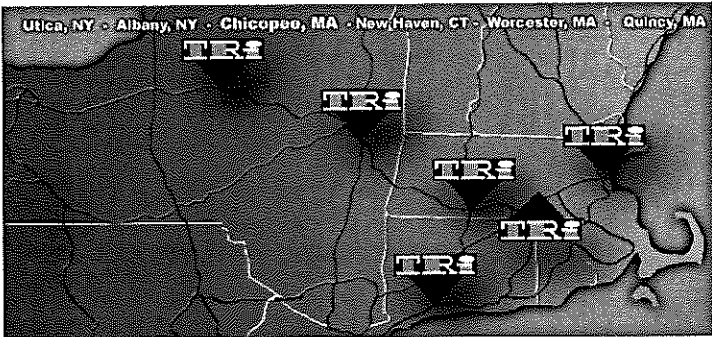
Their projects have included signature buildings including the New York State House and the Basketball Hall of Fame.

The company has since built up a strong niche in the roof repairing market and will bring 34 new full time employees new jobs to Springfield. The company maintains six locations throughout New England.

Property

Titan Roofing Inc. will be moving its corporate headquarters to 200 Tapley Street, a 91,000 square foot vacant building in the Bay neighborhood. The property is assessed at \$1,052,200.

Titan Roofing Inc. is presently operating out of leased space at 70 Orange Street, Chicopee, MA.



Project

The project consists of moving Titan Roofing corporate Headquarters to 200 Tapley Street and improving its usable space. The interior of 200 Tapley street will include the build out of a 7,000 square foot area that will be used for a tool/equipment area and the gutting of all non-warehouse space to include 24 finished offices, 6 offices for future growth including a reception area, 2 conference rooms, a 2X2 cubicle area, record retention

storage, toilet facilities break & lunch room and other services areas for the property at 200 Tapley Street. A minimum of 34 new jobs will be created.

Taxes & Tax Increment Financing (TIF)

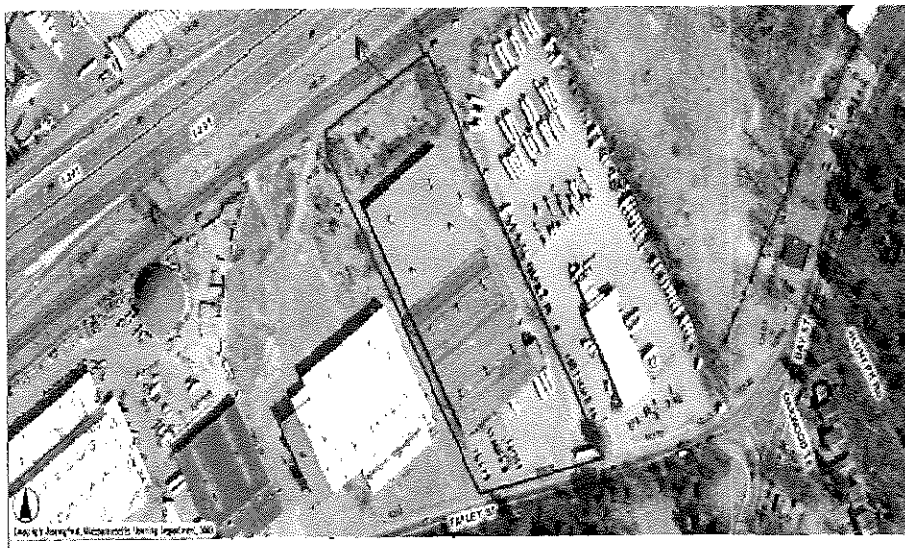
The property at 200 Tapley Street is assessed at \$1,052,200. It is important to understand that under a TIF, all taxes get fully paid on existing value. As the TIF Plan only applies to new value, Titan will continue to pay all baseline taxes during the proposed five-year life of the TIF. This amounts to an estimated \$41,014.76 each year that will continue to be paid.

The firm is expecting to invest \$800,000 in construction improvements. Below is a graph that outlines what the TIF plan will save the company on new growth taxes, as well as what the company will pay in both baseline (existing) taxes as well as the new growth taxes.

The proposed TIF plan would be for five years, and would begin in July, 2014. The schedule of exemption on new growth would be 100%, 80%, 60%, 40%, and 20% in the final year.

FY	Municipal Tax Rate Per Thousand	Incremental Assessed Value	Projected Annual Property Tax Bill for Incremental Assessed Value	TIF/STA Yearly Exemption %	Company savings	New Growth Taxes to be paid	Base Line Value taxes to be paid	Total Taxes to be paid
2015	\$38.98	\$800,000	\$31,184.00	1.00	\$31,184.00	\$0.00	\$ 41,014.76	\$41,014.76
2016	\$38.98	\$800,000	\$31,184.00	0.8	\$24,947.20	\$6,743.54	\$ 41,014.76	\$47,758.30
2017	\$38.98	\$800,000	\$31,184.00	0.6	\$18,710.40	\$12,473.60	\$ 41,014.76	\$53,488.36
2018	\$38.98	\$800,000	\$31,184.00	0.4	\$12,473.60	\$18,710.40	\$ 41,014.76	\$59,725.16
2019	\$38.98	\$800,000	\$31,184.00	0.2	\$6,236.80	\$24,947.20	\$ 41,014.76	\$65,961.96
TOTAL			\$155,920.00		\$93,552.00	\$62,874.74	\$205,073.80	\$267,948.54
Baseline Value Assessment = \$1,052,200								
Baseline Tax Bill = \$41,014.76 annually								
Post construction assessed value = \$1,852,200								
<i>*All future values and tax projections are estimates provided for evaluation purposes.</i>								

*Please note these are estimates based on current year assessment



EX.#2

Titan Roofing, Inc

TAX INCREMENT FINANCING PLAN

Submitted by:
CITY OF SPRINGFIELD, MA
36 Court Street
Springfield, MA 01103

For the TIF Zone including the following property:

4.96 acres on Tapley Street in Springfield, MA 01104

(Assessor's Parcel ID #: 11415-0006)

Titan Roofing, Inc

200 Tapley Street Economic Opportunity Area

November, 2013

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Titan Roofing, Inc

DESCRIPTION OF THE TIF ZONE

The proposed TIF Zone, which incorporates the property located at 200 Tapley Street, Springfield, MA is contained within the 200 Tapley Street Economic Opportunity Area. This Economic Opportunity Area is zoned Industrial A and is located in the Bay neighborhood of the City of Springfield, identified as an area the community would like to target industrial and commercial job creating activities. The City of Springfield had an unemployment rate of 11.6% in August, 2013.

The project proposed for Tax Increment Financing within the identified TIF Zone will establish the Titan Roofing headquarters at 200 Tapley Street, creating 34 new jobs for Springfield and an investment of \$1,060,000 for the purchase of the building and \$965,000 in the redevelopment of the interior of the building. This project will create new tax revenue from the redeveloped square footage, provide new job opportunities and create economic spinoff to area businesses from a currently vacant property.

THE PROJECT

The project consists of moving Titan Roofing corporate Headquarters to 200 Tapley Street and doubling the usable space. The interior of 200 Tapley Street will include the build out of a 7,000 square foot area that will be used for a tool/equipment area and the gutting of all non-warehouse space to include 24 finished offices, 6 offices for future growth including a reception area, 2 conference rooms, a 2X2 cubicle area, record retention storage, toilet facilities break & lunch room and other services areas for the property at 200 Tapley Street.

The company has been operating on a month to month lease at its facility at 70 Orange Street, Chicopee, MA. By moving to 200 Tapley Street, Titan Roofing will increase its usable space from 46,000 square feet to 91,000. This project will create operational incentives that will lower Titan Roofing's cost and allow Titan Roofing to bid more competitively on all public work jobs in Massachusetts. This will create a larger backlog of work, which will favor local union direct labor and hopefully with the increase of contracts Titan Roofing will expand the number of office workers.

The ownership seeks to utilize a Tax Increment Financing plan under the Commonwealth of Massachusetts Economic Development Incentive Program (EDIP), relative to local real estate taxes. The TIF agreement is structured as a five year agreement to help the company stabilize after making this significant property investment and moving expenses related to the business.

Titan Roofing, Inc

BENEFITS

Public Benefit

- A minimum of 34 new jobs created by Titan Roofing Inc
- New tax revenue to the city based upon the creation of building new foot print.
- **Stabilizing a locally owned business to prepare it for additional and ongoing growth**
- **Development in an area targeted by the City for commercial investment**
- Creating construction activity during the redeveloping of the vacant building.

Titan Roofing Inc.

- Redevelopment of a currently vacant 91,000 square foot building
- Company investment of \$2,025,000
- New modernized facility with tremendous transportation access to the region

OWNER OF THE PROPERTY WITHIN THE TIF ZONE

The property and building will be owned by Titan Roofing Inc.

APPROVAL OF TAX INCREMENT FINANCING PROJECTS

1. AUTHORITY TO EXECUTE TIF AGREEMENTS

By City Ordinance, all agreements relating to local tax agreements must be approved by the City Council and executed by the Mayor. As Chief Executive Officer, the Mayor has the responsibility to negotiate agreements for the City.

2. CRITERIA FOR PROJECT REVIEW

The City of Springfield has enacted a TIF Policy which includes the following goals:

1. Stimulate job creation of permanent jobs above the average per capita income in the City of Springfield
2. Redevelopment of existing brownfields and/or vacant commercial or industrial space
3. Reconstruction/renovation/demolition of vacant commercial or industrial space
4. Encourage existing businesses to expand
5. Attract new business including: Industrial, commercial, research facilities, service/professional, hotel and other qualified businesses.

The project is located in the Bay neighborhood and relocates permanent jobs above the per capita income in the city, and it redevelops an existing vacant site, the city believes this project is well in line with its existing TIF Policy.

Titan Roofing, Inc

3. EVIDENCE OF LOCAL APPROVALS OF EOA/TIF ZONE WITH MAP

Resolution Attached

4. EVIDENCE OF LOCAL APPROVALS OF TIF PLAN

Resolution Attached

5. EXECUTED TIF AGREEMENT

Attached

6. EACC APPROVAL OF TIF PLAN

EACC approval will be sought on December TBD, 2013

The Massachusetts Economic Development Incentive Program

APPLICATION FOR DESIGNATION OF ECONOMIC OPPORTUNITY AREA(S)

PART A: Applicant Information

- 1) This is an application for designation of a new EOA within previously approved ETA.
- 2) **Community submitting this application:** Springfield, Massachusetts

Name of proposed EOA: 200 Tapley Street

PART B: MANDATORY REQUIREMENTS FOR THE PROPOSED EOA

1) Location of Proposed EOA(s):

216058 square feet of land at 200 Tapley Street in Springfield, MA 01104,
Assessor's Parcel ID #: 11415-0006

2) Description of EOA(s):

The proposed EOA is located in the Bay area of the City. The project will retain thirty-four positions in Springfield. Tapley Street is historically a street of warehousing and receiving that continues today including the subject property. This area had been part of the former **Enterprise Community EOA**, which will expire prior to the end of the proposed agreement. This proposal would remove the subject property from the Enterprise Community EOA and create the newly established 200 Tapley Street EOA.

3) Basis for EOA Designation:

The area for designation as an EOA is a "blighted open area".

4) Effective Time Period for EOA Designation:

The 200 Tapley Street EOA will be in effect for a period of 5 years, concurrent with the proposed TIF agreement. The TIF Agreement period begins with the next fiscal year, June 1, 2014 through June 30, 2019.

5) Local Criteria for Designation of EOA(s):

The City of Springfield has developed a policy that focuses its economic development resources in areas of the City which are zoned for industry and commercial development. The areas are characterized by deteriorating structures,

Titan Roofing, Inc.

or are intensively developed areas of the City which may require incentives to make reinvestment economically viable.

6) Economic Development Goals:

- a) To encourage improvements and investment and redevelopment of Springfield tax and job base within the EOA.
- b) To encourage the use of existing highway infrastructure by the business investing within the EOA.
- c) To facilitate the creation of new employment opportunities for residents of the City of Springfield.

7) Local Services:

This area has been historically industrial and warehousing, thus is well served with infrastructure including upgrades to streets, utilities, and infrastructure to support redevelopment.

8) Compliance with Community Reinvestment Act:

The City does not have a formal policy linking the choice of banking institutions to compliance with the Community Reinvestment Act. However, the City would certainly reconsider its relationship with any institution that failed to comply with the requirements set forth in the Act.

The region's financial institutions are strong partners in the City's economic development efforts. Not only do they employ hundreds of individuals on their own, but they also work closely with the City's business community to advance development, investment, and job creation.

9) Project Approval:

- a) A committee comprised of the City Assessor, Chief Financial Officer and Chief Development Officer review each project.
- b) The Project Review Committee is charged with evaluating proposed projects to determine if they are consistent with the City's stated economic development goals and priorities. The Committee will make recommendations on the provisions to be included in a Tax Increment Financing Plan or Special Tax Assessment Plan offered to potential projects.

The formal application process begins with letters of intent submitted by the applicant to the mayor seeking to make an investment within the EOA and requesting participation in the state's economic incentive program. If it's determined that the proposed project is consistent with the City's economic development goals for EOA, the Mayor sends a letter to the business stating the City's intention to support the project's request for "Certified Project" status and outlines the terms of the City's proposed local property tax incentive. In

Titan Roofing, Inc.

addition, the Director of Economic Development prepares a project timeline and advised the business of its responsibilities associated with the application process.

The Director of Economic Development will also contact representatives from the Massachusetts Office of Business Development, and the City to inform them that a business is seeking "Certified Project" status and forward to each of the necessary documentation regarding said application.

Once approved by the project review Committee the application will be submitted to the City Council for its approval. Upon approval by the City Council, the application will be forwarded to the Economic Assistance Coordinating Council for its consideration.

10) Intent of Businesses to Locate EOA:

The Titan Roofing, Inc. intends to **increase usable space by 7000 square foot of manufacturing & office space within the existing 91,000 square foot of the building**. The company expects to invest \$965,000, retain thirty-four employees.

PART C: SPECIAL REQUIREMENTS FOR LARGE MUNICIPALITIES

1. Permit Streamlining:

<u>Municipal Entity</u>	<u>Permit, Approval, or License</u>
▪ Planning Board	▪ ▪ Certain Special Permits
▪ Zoning Board of Appeals	▪ Zoning Variance ▪ Certain Special Permits
▪ City Council	▪ Zoning Changes Approvals ▪ Certain Special Permits ▪ Certain Licenses and Permits
▪ Building Inspector	▪ Building permits ▪ Plumbing & Gas permits ▪ Wiring permits ▪ Zoning Enforcement

Titan Roofing, Inc.

- Department of Public Works
- Sewer Department
- Conservation Commission
- Licensing Bond
- Fire Department
- Curb Cut and Driveway Approval
- Extension Permit (Local & State)
- Wetlands Protective Act
- Miscellaneous business certification & license
- Smoke Detector Certificates
- Fuel Storage Licenses
- Demolition Permit

FAST TRACK PERMITTING

The City of Springfield has developed a Fast Track Permitting Process comprised of key permitting departments and zoning.

2. Municipal Services in Proposed EOA:

- a) The area proposed for designation as an EOA is adequately served by municipal services and infrastructure including paved streets, water, fire and police protection, as well as electric and telephone service. The area is accessible to Route 291 and Route 91.

3. Job Training Programs:

The City will encourage the businesses proposed for this EOA, as it does with all businesses within the City, to work with the region's Career Centers, public and private colleges, and other workforce development agencies in an effort to advance the skills and education of its workers. The City would support any effort by its businesses to access funding through the state's Workforce Training Grants or any other appropriate resource that promotes training and education.

4. Local Community Involvement:

Within City government, responsibility for industrial development rests with the Office of Planning and Economic Development. The Mayor's Office takes an active role in the promotion and in business retention. The private sector and other organizations, specifically the Chamber of Commerce and the Economic Development Council of Western Mass, promote the region through a variety of

Titan Roofing, Inc.

avenues that are critical to the success of the region's economic development efforts.

PART D: COMMITMENT TO PROVIDE LOCAL PROPERTY TAX RELIEF

- Attached is a copy of the City's TIF Policy



City of Springfield

ADOPTED

3.14

Meeting: 11/18/13 07:00 PM

Initiator: Ryan J. Barry

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2400 A

An Order Authorizing the Acceptance of a Gift of Improvements to and Maintenance of a Veterans Memorial from Smith and Wesson Corp.

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

IT IS HEREBY ORDERED:

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

Order Authorizing a Gift from Smith and Wesson Corp.

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on November 18, 2013

City Clerk

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

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the November 18, 2013, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk

TEMPORARY ACCESS LICENSE AGREEMENT

This Temporary Access License Agreement ("License") made as of October __, 2013 (the "Effective Date") is by and between The City of Springfield, Massachusetts acting through its _____, a municipal corporation, having an address at 36 Court Street, Springfield, Massachusetts 01103 (the "Licensor") and Smith & Wesson Corp., a Delaware corporation, with a principal place of business of 2100 Roosevelt Avenue, Springfield, Massachusetts 01104 (the "Licensee").

RECITALS

WHEREAS, the Licensor is the owner in fee simple title of that certain piece or parcel of land known as _____ in the City of Springfield, more particularly described in Exhibit A annexed hereto (the "Property"); and

WHEREAS, the Licensor intends, directly or through contractors, to make certain improvements (the "Improvements") to restore the veterans monument on the Property, as described in Exhibit B attached hereto (the "Project") and thereafter to provide certain maintenance services for the veterans monument ("Maintenance"); and

WHEREAS, the parties wish to memorialize their understanding of the terms under which the Licensee shall be granted access to the Property in order to make the Improvements and perform Maintenance services.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Licensor hereby grants to the Licensee a license for such entry upon and use of the Licensor's Property subject to the following terms and conditions:

1. TERM OF LICENSE

Subject to the conditions stated herein, the Licensee, and its contractors and subcontractors for the Project and Maintenance, shall have the non-exclusive right to enter upon and use the Property commencing on _____, 2013 and expiring on _____, 2014, unless sooner terminated in accordance with the provisions of paragraph 9 hereof (the "Initial Term"). The term shall automatically be extended for consecutive periods of 12 months each so long as Licensee is performing Maintenance services, directly or through its contractors. The Initial Term and extension terms are herein referred to as the "Term."

2. LICENSE FEE

The Licensors shall not charge the Licensee a license fee to use the Property during the License Term.

3. PURPOSE AND USE

The rights of the Licensee under this License shall be exercised, by the Licensee or through its contractors, solely for the purpose of constructing the Improvements and performing Maintenance services, and for all related activities (the "Permitted Use"). The Licensee shall not engage in any activity that may result in a violation of any state or federal statute, ordinance or regulation, including, but not limited to, those relating to the generation or storage of hazardous materials, and shall further comply with all applicable statutes, ordinances, regulations or codes regulating matters of zoning, building, engineering, sanitation or health.

4. ALTERATION, MAINTENANCE, RESTORATION AND UTILITIES

Provided that the Licensors does not permit others to use the Property during the period of construction by Licensee of the Improvements, the Licensee agrees, at its sole cost and expense, during such period of construction, to maintain the Property to the extent practicable in the same condition that it was in at the inception of this License, but for those portions of the Property upon which the Improvements will be constructed.

If the Permitted Use requires the Licensee to have utilities servicing the Property, the Licensee shall be solely responsible for the cost of obtaining the same and agrees to keep utility services in the Licensee's name. The Licensee agrees to comply with all applicable statutes, ordinances, regulations, or codes in connection with obtaining such utilities and in the operation and use thereof. The Licensee shall pay the bills for such utilities as they become due during the Term.

5. CONDITION OF PROPERTY

The Licensee agrees that the Licensors shall not be obligated to share in the cost, if any, of making the Property conform in the manner necessary for the Permitted Use.

6. CONDUCT OF LICENSEE

(a) Compliance with Laws. The Licensee shall comply with all federal, state, county, municipal and other statutes, charters, laws, rules, orders, regulations and ordinances affecting the Licensee's use of the Property.

(b) Repair of Damage. The Licensee shall neither cause nor suffer any waste of the Property, and shall keep the Property in a neat, clean and sanitary condition at all times.

The Licensee shall repair any damage caused to the Property as a result of the Licensee's exercise of its rights under this License.

(c) Activities Limited to Permitted Use. The Licensee shall neither conduct nor permit any of its agents or contractors to conduct any activities on the Property except for the Permitted Use.

(d) Surrender of Property. Upon the termination of this License, the Licensee shall immediately vacate and surrender the Property to the Licenser, and the Licensee shall remove all of its personal property from the Property and shall restore the Property as nearly as practicable to the condition the Property was in at the commencement of this License.

7. INDEMNIFICATION

The Licensee shall indemnify, save harmless and defend the Licenser, and its employees and agents, from all losses, damages, causes of action, liabilities, claims, or costs (together with reasonable attorneys' fees and costs and expenses of the Licenser) suffered or incurred by the Licenser as a result of, directly or indirectly, any acts or omissions of, or the use of the Property by, the Licensee or its employees, agents, independent contractors or invitees for the Permitted Use, arising in whole or in part from any mechanics' liens, injury, death, loss or damage to any person or property while on the Property.

8. NO ESTATE CREATED, ASSIGNMENT

This License shall not be construed as creating or vesting in the Licensee any estate or property interest in the Property, but only the limited right of possession as herein described. The Licensee shall not sell, assign, mortgage or transfer any interest in this License or any part of the Property without the Licenser's prior written consent.

9. TERMINATION

This License shall terminate on expiration of the Term, or sooner as provided in this License. This License may be terminated upon the occurrence of any one of the following events:

(i) The Licensee's failure to meet any of the terms and conditions or perform any of its obligations as provided under this License, which failure, as determined by the Licenser, is not cured by the Licensee within ten (10) days of receiving written notice from the Licenser specifying such failure; or

(ii) The Licensee may terminate this License without cause at any time with written notice to the Licenser.

After the expiration of the Initial Term, this License may be terminated by either party with thirty (30) days written notice to the other.

The termination of this License shall not alter or terminate the Licensee's obligations for matters arising hereunder during the Term.

10. NO RECORDING

The parties agree that neither this License nor any memorandum or notice thereof shall be recorded at any registry of deeds. In the event this License or any memorandum or notice thereof is recorded, this License shall automatically terminate and have no further force or effect, except as to such of either parties' liabilities or obligations hereunder, actual or contingent, as shall have arisen on or prior to such date of termination or which by their terms survive the termination of this License.

11. LICENSOR'S RIGHT OF ACCESS

Notwithstanding the grant of this License by the Licensor to the Licensee, the Licensee agrees that the Licensor, its agents, contractors, employees and invitees shall enjoy the continued right to enter the Property during the Term, provided that any such entry does not materially interfere with the Permitted Use.

12. MISCELLANEOUS

This License, or any provision hereof, may be modified or amended only upon the written consent of all of the parties hereto. If any provision of this License is held to be invalid or illegal by any court of competent jurisdiction, the invalidity or illegality of such provision shall not affect the validity of the remaining provisions of this License and all remaining provisions of this License shall remain in full force and effect. This License and the rights created hereby shall be construed and enforced by and in accordance with the laws of The Commonwealth of Massachusetts.

[Signature Page Follows]

Executed as an instrument under seal this day and year first above written.

LICENSOR:
CITY OF SPRINGFIELD

By: _____
Its: _____
Date Signed: _____

Approved as to Appropriation:

Approved:

City Comptroller
Date Signed: _____

Chief Procurement Officer
Date Signed: _____

Approved as to Form:

Approved:

City Solicitor
Date Signed: _____

DOMENIC J. SARNO, MAYOR
Date Signed: _____

LICENSEE:
SMITH & WESSON CORP.

By: _____
Name: _____
Title: _____
Date Signed: _____

Attachment: Smith and Wesson License (2400 : Order Authorizing a Gift from Smith and Wesson Corp.)

EXHIBIT A

[Description of Property]

Attachment: Smith and Wesson License (2400 : Order Authorizing a Gift from Smith and Wesson Corp.)

EXHIBIT B

[Description of veterans monument restoration project]

Attachment: Smith and Wesson License (2400 : Order Authorizing a Gift from Smith and Wesson Corp.)



City of Springfield

ADOPTED

Meeting: 11/18/13 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2403

3.15

Grant Acceptance - No Match Required \$15,000 (Mayor Sarno)

WHEREAS, the Library Department ("Department") has been awarded an "Early Literacy Grant" of \$15,000 from the Funder Collaborative for Reading Success (FCRS); and

WHEREAS, the grant is for Reading Success by 4th Grade Funding Collaborative; and

WHEREAS, the Department intends to use the grant funds for its Building the Foundation for a Lifetime of Reading Project; 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.

Building the Foundation for a Lifetime of Reading Project - \$15,000

RESULT: PASSED BY VOICE VOTE

Funder Collaborative

for Reading Success

Memorandum for Mr. Charles V. Ryan, President, Springfield Library Foundation, Inc.

October 2, 2013

Baystate Health Systems

Berkshire Bank Foundation

Babson Capital Management LLC

Community Foundation of Western Massachusetts

Beveridge Family Foundation

First Niagara Bank

Hampden Bank

Irene E. & George A. Davis Foundation

MassMutual Financial Group

Nellie Mae Education Foundation

Peoples United Bank Foundation

SIS Charitable Fund

TD Charitable Foundation

United Bank Foundation

United Way of Pioneer Valley

Mr. Charles V. Ryan
President
Springfield Library Foundation, Inc.
220 State Street
Springfield, MA 01103

Dear Mr. Ryan:

Congratulations! Recently the members of the **Funder Collaborative for Reading Success (FCRS)** met to consider grant proposals for the **Early Literacy Grants Initiative** and we are pleased to inform you that the **Springfield Library Foundation, Inc.** was approved for funding in the amount of **\$15,000** over one year for the **Building the Foundation for a Lifetime of Reading** project.

The following are the conditions of the grant award:

1. That the funds shall be used exclusively for charitable purposes for the project described in the proposal you submitted. If for any reason it becomes impossible to use the money for the purpose outlined in the proposal or your organization cannot complete the project, you will report this to the Funder Collaborative for Reading Success.
2. That you agree to submit a narrative summary of the project at the end of each program year, including a detailed report explaining how you met or did not meet the outcomes specified in your proposal. In addition, you agree to submit a final financial report when the funds are expended. You will receive a memo outlining specific instructions for these reports.
3. That you agree the receipt at any time by your organization of any financial support from FCRS does not give your organization any vested interest, whether legal or equitable, in the fund or the income thereof, nor raise any presumption of continued or renewed gifts beyond the current FCRS commitment.
4. That you will inform the Funder Collaborative for Reading Success immediately of any changes in your organization's tax exempt status under Section 501 (c) (3) of the U.S. Internal Revenue Code.

Attachment: FCRS Grant \$15,000 (2403 : Grant Acceptance - No Match Required \$15,000)

5. That you agree to keep your financial and other records so that they adequately show the use of the grant funds exclusively and you further agree to supply the Funder Collaborative for Reading Success such financial information or other records as may be necessary or appropriate to permit the Funder Collaborative for Reading Success to review the use of the grant funds.
6. That you acknowledge the Funder Collaborative for Reading Success in grant-related marketing activities, such as newsletters, press releases, annual reports, web articles and communications via social media.
7. That you comply with requests from FCRS for data and metrics related to the program throughout and for up to five years following the conclusion of funding.
8. That you agree to become part of the FCRS learning community and attend meetings as requested by FCRS.

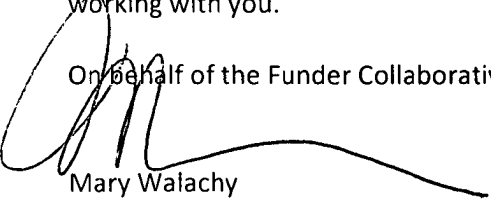
Please affirm your agreement to these terms and conditions by signing this letter and returning it to:

Nancy Reiche, Vice President for Programs
The Community Foundation of Western Massachusetts
1500 Main Street, Suite 2300
Springfield, MA 01115

Upon receipt of the signed letter, the Community Foundation of Western Massachusetts will issue a check to Springfield Library Foundation, Inc. in the amount of \$15,000. If you have any questions about the process, please contact FCRS Coordinator Kathleen Traphagen at readingsuccessfunders@gmail.com.

Thank you again for your commitment to the success of Springfield's children and we are looking forward to working with you.

On behalf of the Funder Collaborative for Reading Success,


Mary Walachy
Executive Director
Irene E. and George A. Davis Foundation
Chair
Funder Collaborative for Reading Success

Agreement to the Funder Collaborative for Reading Success Terms and Conditions

I acknowledge that I have read the enclosed letter and award conditions and understand and will adhere to the terms and conditions of the grant.

By: Molly Fogarty

Title: CLERIC

Organization: Springfield Library Foundation

Tax Exempt EIN: 20-1207636

Date: 10-4-13

Attachment: FCRS Grant \$15,000 (2403 : Grant Acceptance - No Match Required \$15,000)



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 11/5/13

Department Requesting Grant Setup Library

Department Phone # (Please include extension) 263-6828 x290

Name and Title of Person to Contact in Case of Questions Carol Leaders, Bus Mgr

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

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

X Private/Other Community Foundation of Western Mass

Grant Name: Foundation for a Lifetime of Reading

Total Grant Amount Awarded: \$15,000

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

Contact Person

Street Address

City, State, Zip Code

Telephone

Fax

E-Mail

Actual Award Date 10/25/2013

Board Approval Date

Start Date 11/1/2013

Expiration Date 12/31/2014

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of 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)

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

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

Attachment: Grant Set-up FCRS (2403 : Grant Acceptance - No Match Required \$15,000)

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

Org Code:

Object Codes: 501000, 506000, 551700, 571100, 551300

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

11-5-13
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: Grant Set-up FCRS (2403 : Grant Acceptance - No Match Required \$15,000)



City of Springfield

ADOPTED

Meeting: 11/18/13 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2398

3.16

FY14 Tobacco Grant Acceptance - No Match- \$4,050.00 (Mayor Sarno)

WHEREAS, the Department of Health and Human Services has been awarded a grant increase of \$4,050.00 from the Massachusetts, State Department of Public Health, for the period July 1, 2013 through June 30, 2014, and;

WHEREAS, the Department intends to use the grant funds for the Department's Tobacco Control Program, and;

WHEREAS, the Department has accepted the grant funds 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:

FY14-Tobacco Control Program - \$4,050.00

RESULT: PASSED BY VOICE VOTE



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

DEVAL L. PATRICK
GOVERNOR

JOHN W. POLANOWICZ
SECRETARY

CHERYL BARTLETT, RN
COMMISSIONER

Tel: 617-624-5070
Fax: 617-624-5075
www.mass.gov/dph

October 7, 2013

Neville Anglin
Springfield Department of Health & Human Services, Springfield MA Tobacco Control Program
95 State Street, Suite 201
Springfield, MA 01103

RE: Contract No. INTF2903P01200218192

Dear Mr. Anglin:

The Department of Public Health is increasing the contract referenced above with the MA Tobacco Cessation and Prevention Program by \$4,050.00 from \$65,832.00 to \$69,882.00. This increase is to fully fund the Community Transformation Grant (CTG) program services in FY14. The breakdown of your FY14 award is as follows:

FY14 Increase:	\$4,050.00
Total FY14 CTG Funding:	\$9,050.00 (includes current increase)
MTCP Funding:	\$60,832.00
New FY14 Total Award:	\$69,882.00
Revised Multi-Year Total (all fiscal years within this contract):	<u>\$198,296.00</u>

Enclosed is your contract amendment package from our Purchase of Service Office. Please return it to POS as soon as possible and be sure to include a budget and photocopy of both pages of the "Contractor Authorized Signatory Listing."

If you have questions regarding your program deliverables, please contact your MTCP Contract Manager, Melixza G. Esenyie at (617) 624 -5473. For questions regarding the contract package, please contact Mary Mason at (617) 624-5925.

Sincerely,

Elizabeth Barry
Director of Administration & Finance
Bureau of Community Health & Prevention

Attachment: Tobacco Control \$4,050 (2398 : FY14 Tobacco Grant Acceptance - No Match- \$4,050.00)



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):		COMMONWEALTH DEPARTMENT NAME: Department Of Public Health MMARS Department Code: DPH	
Legal Address: (W-9, W-4,T&C): 36 Court St, Springfield, MA 01103-1699		Business Mailing Address: 250 Washington Street, Boston, MA 02108	
Contract Manager: Helen Caulton-Harris		Billing Address (if different):	
E-Mail: hcaulton@springfieldcityhall.com		Contract Manager: Dazlee Alvarado	
Phone: 413787-6456	Fax: 4137876458	E-Mail: Dazlee.Alvarado@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 617-624-5918	Fax: 617-624-5921
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): INTF2903P01200218192	
		RFR/Procurement or Other ID Number: 200218	
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ☐ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) ☐ <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ☐ <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) ☐ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		X CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>06/30, 20 14</u>. Enter Amendment Amount: \$ <u>4,050.00</u>. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☒ <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) ☐ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ☐ <u>Contract Employee</u> (Attach any updates to scope or budget) ☐ <u>Legislative/Legal 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 new Total if Contract is being amended). \$ <u>198,296.00</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ 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.) <u>Maximum Obligation Change</u>			
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>06/30, 20 14</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 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ 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: <u>Sharon Dyer</u>	
Print Title: _____		Print Title: <u>Director, Purchase of Service Office</u>	

Scope of Services

This Attachment Form must be used. Please check the appropriate box when processing a new contract or a contract amendment.

Contract ID #: INTF2903P01200218192

Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year.

New Contract This form will only be included with packages where a procurement exception (waiver) supports the contract. Identify in detail the scope of services in terms of performance for a new contract. Services provided must be in accordance with the budget and the terms and conditions of the federal grant (if applicable).

X Contract Amendment

If choosing amendment you must check off one of the three types below and provide explanation

X Increase

Include a clear explanation of what the funding change will support in terms of additional services.

This increase is a continuation of the Community Transformation Grant from the Centers for Disease Control and Prevention.

Decrease

Include a clear explanation of what services are being reduced as a result of the funding decrease.

Other

Identify the changes to the scope of services supported by the amendment (No change in Max Obligation).



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 11/5/2013

Department Requesting Grant Setup SHHS

Department Phone # (Please include extension) 787-6454

Name and Title of Person to Contact in Case of Questions Helen Caulton-Harris

Was this Grant previously setup for a prior fiscal year? Yes

If yes, please indicate your previous project number: 84114

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

xx

Grant Name: Tobacco Control Program - Increase

Total Grant Amount Awarded: \$ 4050.00

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	MA Dept of Public Health
Contact Person	Mary Mason
Street Address	250 Washington Street, 4 th Floor
City, State, Zip Code	Boston, MA 02108
Telephone	413-624-5925
Fax	
E-Mail	mary.mason@state.ma.us

Actual Award Date 10/7/2013

Board Approval Date

Start Date 7/1/2013

Expiration Date 6/30/2014

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

CTG Increased Funding

Comments re: Conditions/Restrictions of Grant
See Budget

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)

INTF2903PO1200218192

Attachment: Tobacco Control Grant Set-up (2398 : FY14 Tobacco Grant Acceptance - No Match- \$4,050.00)

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

Org Code: 28415205

Object Codes: 571100 - \$1000.00
533500 - \$1500.00
530105 - \$1550.00

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

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 of Springfield

ADOPTED

3.17.1

Meeting: 11/18/13 07:00 PM

Initiator: Lou DiCarlo

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2390

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

That the BAY STATE GAS COMPANY , be and it is hereby granted a location for and permission to
<<Insert proper utility template>>

Arcadia Boulevard - Installing Gas Main (Columbia Gas)

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on November 18, 2013

City Clerk

We hereby certify that on October 21, 2013, at 5:00 PM, at In Front of #280 Arcadia Boulevard a public hearing was held on the petition of the BAY STATE GAS COMPANY for permission to complete the above mentioned request.

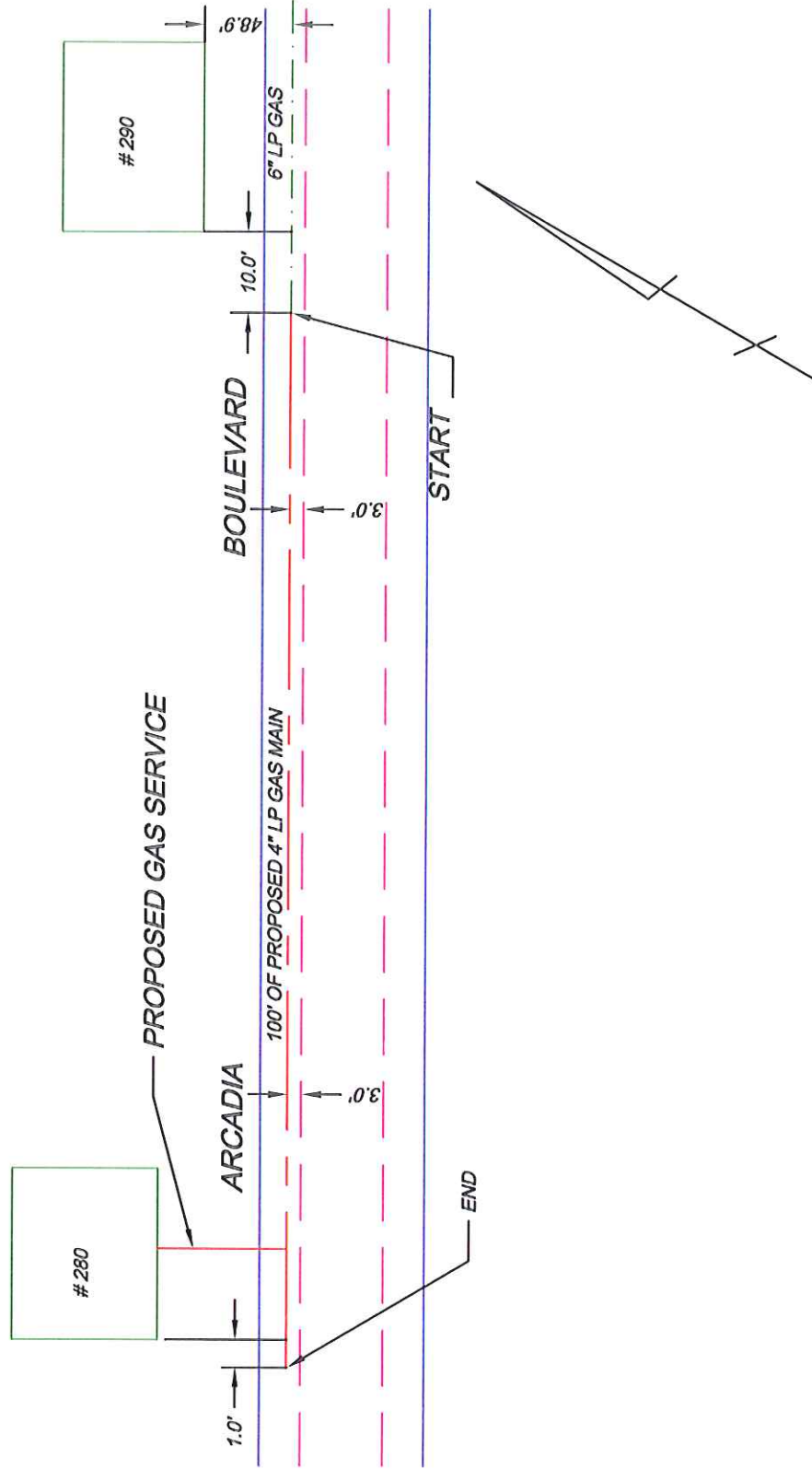
City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the November 18, 2013, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk

COLUMBIA GAS OF MASSACHUSETTS
SPRINGFIELD, MA
ARCADIA BOULEVARD
SPRINGFIELD, MA
SCALE: NONE DATE: 10/1/13 DR.BY: RPB



CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 22, 2013

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

The Board of Public Works, to which was referred the petition of Columbia Gas of Massachusetts dated October 1, 2013 to install and maintain about one hundred (100) feet of 4" LP gas main in Arcadia Boulevard, entirely in the northerly treebelt, beginning at an existing 6" transition coupling, which is about three (3) feet northerly of the northerly edge of pavement (gutter) line of Arcadia Boulevard, and about ten (10) feet westerly of the southwesterly corner of house #290 Arcadia Boulevard, and continuing in a southwesterly direction running parallel and about three (3) feet northerly of said northerly gutter line for a distance of about one hundred (100) feet to a 4" end cap which will be about three (3) feet northerly of the northerly edge of pavement (gutter) line of Arcadia Boulevard, and about one (1) foot westerly of the southwesterly corner of house #280 Arcadia Boulevard, all as substantially shown on a plan attached, which is incorporated herein by reference together with such laterals and service connections as it may now or subsequently find necessary, reports thereon as follows:

The Board viewed the area and recommends that the request be granted provided:

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

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

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

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

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

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

Attachment: COLUMBIA GAS REPORT - arcadia boulevard (2390 : Arcadia boulevard - Installing Gas Main (Columbia Gas))

Sheet 2 of 2

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

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

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

John J. Fitzgerald)
Ronald A. Buegg) BOARD OF PUBLIC WORKS
_____)



City of Springfield

ADOPTED

3.17.2

Meeting: 11/18/13 07:00 PM

Initiator: Lou DiCarlo

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2392

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

That the , be and it is hereby granted a location for and permission to
<<Insert proper utility template>>

State Street - Installing HDPE Conduits (QWEST)

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on November 18, 2013

City Clerk

We hereby certify that on October 16, 2013, at 5:00 PM, at State Street at Clarence Street a public hearing was held on the petition of the for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the November 18, 2013, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 23, 2013

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

The Board of Public Works, to which was referred the petition of QWEST Communications Company dated September 16, 2013, to install 2-1¼" HDPE conduits and a handhole in State Street, with the conduits beginning at an existing Verizon manhole, which is located in the pavement area near the southerly curb across from Tilton Street (plan station 0+20), then continuing in a southwesterly direction, about one (1) foot northerly of the southerly street line under the sidewalk, for about one thousand eight hundred sixty-one (1,861) feet to a new handhole (plan station 18+81), in the treebelt near the easterly corner of Clarence Street, all as substantially shown on a plan attached, which is incorporated herein by reference and to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on October 16, 2013 at 5:00 P.M. at the corner of State Street and Clarence Street after due notice from the office of the City Clerk. Two (2) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the utility company can place conduit to provide for the distribution of intelligence and telecommunication type services in the area.

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

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

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

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

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

Attachment: QWEST REPORT - state street (2392 : State Street - Installing HDPE Conduits (QWEST))

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

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

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

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

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

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

That all proposed silo, manhole and hexhole covers will conform to and be compatible with established street, treebelt or sidewalk grades with suitable non-skid covers when in the sidewalk area.

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

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

John J. Fitzgerald)
Ronald A. Briggs)
_____)

BOARD OF PUBLIC WORKS

Attachment: QWEST REPORT - state street (2392 : State Street - Installing HDPE Conduits (QWEST))



Qwest®

FIBER OPTIC CABLE ROUTE

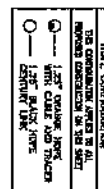
PRE-CONSTRUCTION DRAWINGS

PROJECT # E.442547

1295 STATE STREET

SPRINGFIELD, MASSACHUSETTS





B SIZE DWG:	1" = 50'
D SIZE DWG:	1" = 25'
MP N/A TO MP N/A	
SHEET	
DWG. NO.	
2	

[illegible]

To

TITLE: FIBER OPTIC CABLE ROUTE

Spirit of Service
Qwest

[illegible]

SECTION:
TOWNSHIP:
RANGE:

PROJECT: # E-11204/
SEGMENT: _____
1295 STATE ST, MA
TO
1295 STATE ST, MA

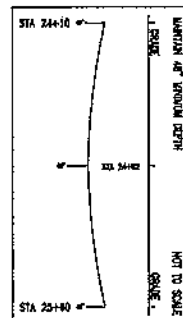


FIGURE 1. CONTOUR LINES FOR THE COMPARISON STUDIES TO ALL THICKENED CONTROLS ON THE SHEET

- ② — 1.25" ORANGE HOLE WITH CANE AND TRACER
- — 1.25" BLACK HOLE
- CENTURY LINK

MP	N/A	IC	MP	N/A
SHEET				
DOW, MS.				
4				

PROJECT: # E442937		SEGMENT:	
1295 STATE ST. MA		TO	
1295 STATE ST. MA			
SECTION:			
TOWNSHIP:			
RANGE:			
WATERLAL LIST		QUANTITY	
DATE	QTY	QTY	
10/13/97	1.23		
BULK OIL WASH			
2" BLACK STEEL			
2" CHROME PIPE			

Spirit of Service
Qwest

TITLE: FIBER OPTIC CABLE ROUTE

10

REVISIONS	
DATE	DESCRIPTION OF REVISION

[illegible]

SCALP

D SIZE DWG: 1" = 25'

SHEET

4



City of Springfield

ADOPTED

3.17.3

Meeting: 11/18/13 07:00 PM

Initiator: Lou DiCarlo

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2393

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

That the , be and it is hereby granted a location for and permission to
<<Insert proper utility template>>

Clarence Street - Installing HDPE Conduits (QWEST)

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on November 18, 2013

City Clerk

We hereby certify that on October 16, 2013, at 5:10 PM, at State Street at Clarence Street a public hearing was held on the petition of the for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the November 18, 2013, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 23, 2013

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

The Board of Public Works, to which was referred the petition of QWEST Communications Company dated September 16, 2013, to install 2-1¼" HDPE conduits in Clarence Street, with the conduits beginning at a handhole, which is located in the treebelt near the easterly corner of State Street (plan station 19+00), then continuing in a southeasterly direction, about one (1) foot westerly of the easterly street line under the sidewalk, for about five hundred seventy (570) feet into private property (plan station 24+70), all as substantially shown on a plan attached, which is incorporated herein by reference and to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on October 16, 2013 at 5:10 P.M. at the corner of State Street and Clarence Street after due notice from the office of the City Clerk. Two (2) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the utility company can place conduit to provide for the distribution of intelligence and telecommunication type services in the area.

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

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

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

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

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

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

Attachment: QWEST REPORT - clarence street (2393 : Clarence Street - Installing HDPE Conduits (QWEST))

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

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

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

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

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

That all proposed silo, manhole and hexhole covers will conform to and be compatible with established street, treebelt or sidewalk grades with suitable non-skid covers when in the sidewalk area.

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

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

John J. Fitzgerald)

Donald A. Briggs)
_____)

BOARD OF PUBLIC WORKS

Attachment: QWEST REPORT - clarence street (2393 : Clarence Street - Installing HDPE Conduits (QWEST))



Qwest®

FIBER OPTIC CABLE ROUTE

PRE-CONSTRUCTION DRAWINGS

PROJECT # E.442547

1295 STATE STREET

SPRINGFIELD, MASSACHUSETTS





1285 STATE ST., MA
TO

IDENTIFICATION:
RANGE:

CLIFF		
H4 5' X 25' X 25'		

2. DRINKING			

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Available in audio

QUESTIONS

FILE # 228 OF 112 CABLE 1000

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[illegible]

NOT A RECOMMENDED FORM OF THE FBI
FORWARD OFFICIAL RECORDS SECTION PROCEEDINGS

D SIZE DMC: 1" = 25'

PM. 33

t Pg. 154

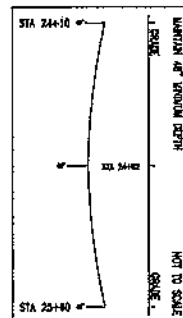


FIGURE 1. CONSTRUCTION
THE CONSTRUCTION APPLIED TO ALL
THICKNESS CONSIDERATION OF THE SHEET

- ② 1.25" ORANGE HOPE
WITH CANE AND TRACIN
- 1.25" BLACK HOPE
- CENTURY LINK

MP	N/A	IO	MP	N/A
SHEET				
DOW, MS.				
4				

PROJECT: # E-442937	
SEGMENT:	
1295 STATE ST., MA TO 1295 STATE ST., MA	
SECTION:	
TOWNSHIP:	
RANGE:	
MATERIAL LIST	QUANTITY
DONE	AMOUNT
PR. 6' X 8' X 2.5'	
BULK CR. WASH.	
CR. BLACK DIRT	
CR. DRIVING MIXT.	

Spirit of Service
Qwest

TITLE: FIBER OPTIC CABLE ROUTE

To

REVISIONS		
DATE	DESCRIPTION/REMARK	BY/INITIALS

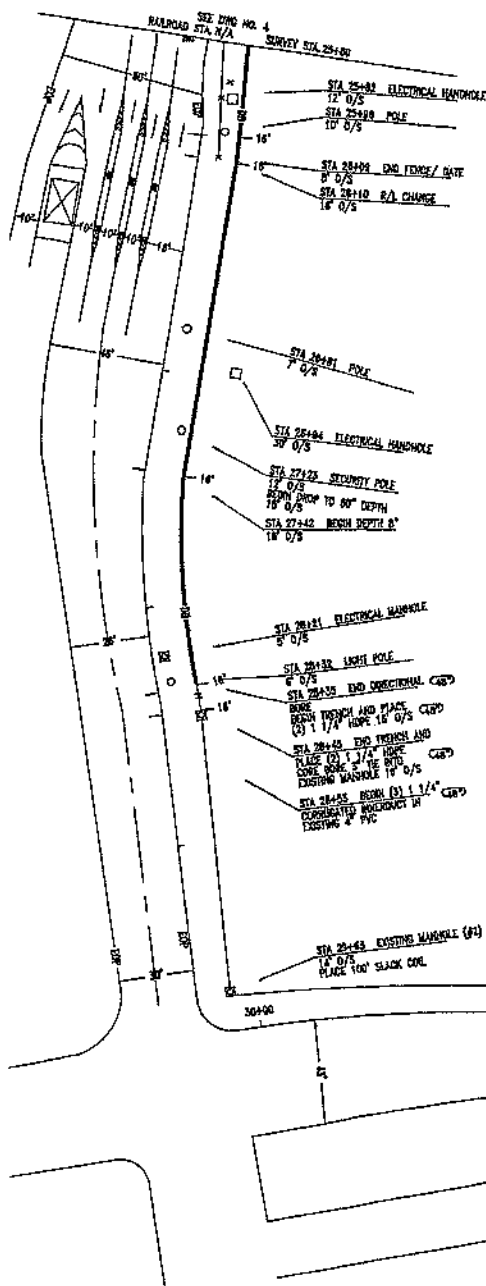
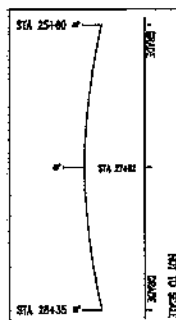
1	NAME AND LAST NAME OF PERSONS FURNISHING INFORMATION	
2	ADDRESS OF PERSON FURNISHING INFORMATION	
3	DATE WHEN INFORMATION WAS OBTAINED	
4	NAME AND LAST NAME OF PERSONS RECEIVING INFORMATION	
5	ADDRESS OF PERSON RECEIVING INFORMATION	
6	DATE WHEN INFORMATION WAS OBTAINED	
7	NAME AND LAST NAME OF PERSONS FURNISHING INFORMATION	
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9	DATE WHEN INFORMATION WAS OBTAINED	
10	NAME AND LAST NAME OF PERSONS RECEIVING INFORMATION	
11	ADDRESS OF PERSON RECEIVING INFORMATION	
12	DATE WHEN INFORMATION WAS OBTAINED	

SCALF

SIZE CLASS	1" = 20'
D SIZE DATA	1" = 25'

SHEET

4



HOPE CONFIGURATION

THE CONFIGURATION APPLIES TO ALL
PAIRED CONNECTIONS ON THIS SHEET

① — 1.55" ODLX/RE NINE
WITH COAT AND TAIL

② — 1.55" SLACK HOPE

NOTE: PROJECT # 1200517

UNIT - SOCIETY
PLACE 1/2 GA TRUCKER WIRE
STA 25+40 TO STA 26+45
TOTAL - 300 FEET

B SIZE DWG:	1" = 50'
D SIZE DWG:	1" = 25'
MP N/A TO MP N/A	
SHEET	
DATE: 04/11/2011	
5	

B SIZE DWG:	1" = 50'
D SIZE DWG:	1" = 25'
MP N/A TO MP N/A	
SHEET	
DATE: 04/11/2011	
5	

REVISIONS		
DATE	DESCRIPTION	BY

THIS IS THE LAST REVISION. ANY FURTHER REVISIONS TO THIS DRAWING SHALL BE MADE BY THE DESIGNER. ANY CHANGES TO THE DRAWING SHALL BE MADE BY THE DESIGNER. ANY CHANGES TO THE DRAWING SHALL BE MADE BY THE DESIGNER.

SCALE

TO: _____

Spirit of Service
Qwest.

The diagram shows a 2D grid with a thick vertical line on the left and a thick horizontal line at the bottom. The grid is composed of horizontal and vertical lines. A scale bar is located at the bottom left, labeled with 'x' and 'y' axes. The grid is divided into several rectangular cells, some of which are shaded with diagonal lines.

[illegible]

SLOPMENT: _____	
1295 STATE ST. MA	
TO	
1295 STATE ST. MA	
SECTION:	
TOWNSHIP:	
RANGE:	
MATERIAL LIST	QUANTITY



PROJECT: # E-442547

SEQUENT:



City of Springfield

ADOPTED

3.17.4

Meeting: 11/18/13 07:00 PM

Initiator: Lou DiCarlo

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2397

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

Hancock Street - Installing PVC Conduits (WMECO)

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on November 18, 2013

City Clerk

We hereby certify that on October 28, 2013, at 5:00 PM, at Hancock Street at Tyler Street a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY for permission to complete the above mentioned request.

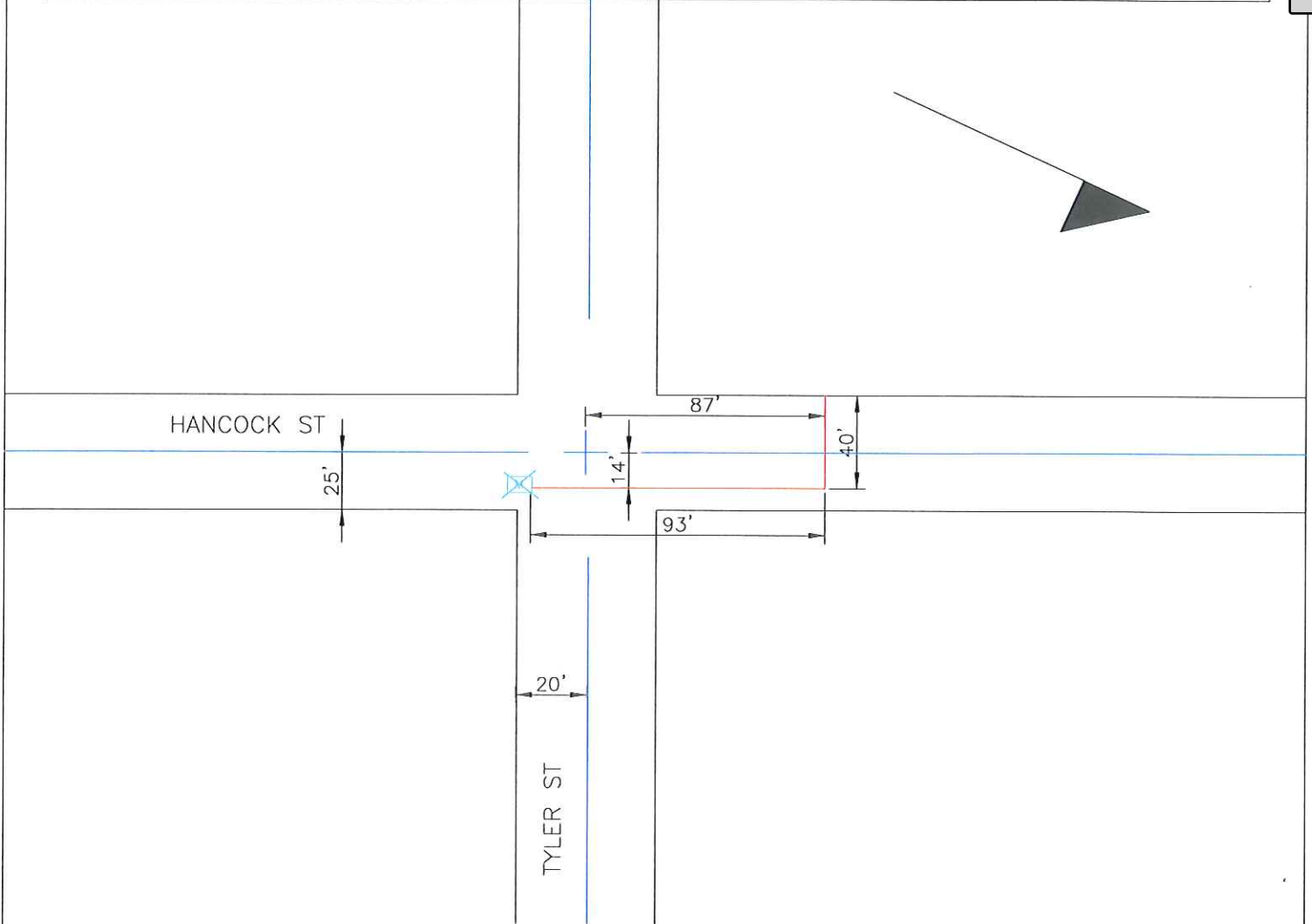
City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the November 18, 2013, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk

WESTERN MASSACHUSETTS ELECTRIC COMPANY	TOWN SPRINGFIELD
	STREET HANCOCK ST



PURPOSE AND DESCRIPTION

WMECO IS ADDING 4- 3IN DUCT BANK CONCRETE ENCASED TO CONNECT THE EXISTING MANHOLE WITH A NEW PADMOUNTED TRANSFORMER LOCATED AT 116 HANCOCK ST. THIS IS TO HANDLE THE INCREASE IN LOAD.

Page 2

LEGEND			
	PROPOSED JOINT POLE		PROPOSED PAD MOUNT TRANSFORMER
	PROPOSED W.M.E.CO. POLE		EXISTING PAD MOUNT TRANSFORMER
	EXISTING JOINT POLE		EXISTING MANHOLE
	EXISTING W.M.E.CO. POLE		PROPOSED MANHOLE
	EXISTING W.M.E.CO. POLE TO BE JOINT		PROPOSED ANCHOR
	EXISTING FOREIGN POLE TO BE JOINT		PROPOSED SILO
			EXISTING SILO
			HEXHOLE
			PROPOSED HANDHOLE
			EXISTING HANDHOLE
			UG EXISTING CONDUIT
			UG PROPOSED CONDUIT

DRAWN BY ANDREW NETHERWOOD	W.O.# 2133280	DISTANCES ARE APPROXIMATE NOT TO SCALE	PETITION NO. 6170
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CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 29, 2013

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

The Board of Public Works, to which was referred the petition of Western Massachusetts Electric Company dated October 1, 2013, to install 4-3" PVC conduits in Hancock Street, with the conduits beginning at an existing WMECO manhole, which is located in the pavement area about fourteen (14) feet northeasterly of the centerline of Hancock Street and about six (6) feet southeasterly of the centerline of Tyler Street, then continuing in a northwesterly direction for about ninety-three (93) feet to an angle point, then continuing in a southwesterly direction for about forty (40) feet to the westerly street line of Hancock Street into the property of #116 Hancock Street, all as substantially shown on a plan attached, thereto numbered 6170, which is incorporated herein by reference and to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on October 28, 2013 at 5:00 P.M. at the corner of Hancock Street and Tyler Street after due notice from the office of the City Clerk. Two (2) members of the Board and two (2) persons interested in the matter were present. Of the latter, two (2) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the utility company can upgrade the underground facilities to greatly improve the quality and reliability of electric service in the area.

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

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

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

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

Attachment: WMECO REPORT - hancock street #6170 (2397 : Hancock Street - Installing PVC Conduits (WMECO))

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

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

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

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

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

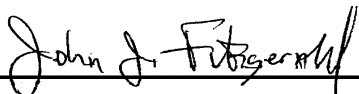
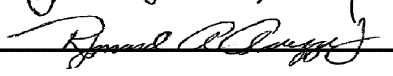
That ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.

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

That all proposed silo, manhole and hexhole covers will conform to and be compatible with established street, treebelt or sidewalk grades with suitable non-skid covers when in the sidewalk area.

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

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



 _____)
 _____) BOARD OF PUBLIC WORKS
 _____)



City of Springfield
36 Court Street
Springfield, MA 01103

TABLED

SPECIAL ACT (ID # 2328)

Meeting: 11/18/13 07:00 PM
Department: Law
Category: General
Prepared By: Anthony I. Wilson
Initiator: Anthony I. Wilson
Sponsors: Luna, Ferrera III, Williams
DOC ID: 2328

An Act Exempting the City of Springfield from the Residency Provision of Massachusetts General Laws Chapter Seventy-One Section Thirty-Eight

The Commonwealth of Massachusetts

In the Year Two Thousand Thirteen

AN ACT EXEMPTING THE CITY OF SPRINGFIELD FROM THE RESIDENCY PROVISION OF MASSACHUSETTS GENERAL LAWS CHAPTER SEVENTY-ONE SECTION THIRTY-EIGHT

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding the residency provisions of Massachusetts General Laws Chapter seventy-one Section thirty-eight, or any other general or special law to the contrary, employees of the School Department of the City of Springfield shall be subject to residency regulations as enacted by the City of Springfield.

SECTION 2. The provisions of said act shall take effect upon passage.

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts In the General Court Assembled.

The undersigned, Domenic J. Sarno, Mayor of the City of Springfield, in the name and on behalf of said City, and in the pursuance of an order, a duly attested copy of which is hereto annexed, petition the General Court for legislation entitled “**AN ACT EXEMPTING THE CITY OF**

**SPRINGFIELD FROM THE RESIDENCY PROVISION OF MASSACHUSETTS
GENERAL LAWS CHAPTER SEVENTY-ONE SECTION THIRTY-EIGHT,”** in
substantially the same form as a draft Act attached hereto.

Respectfully submitted,

City of Springfield
36 Court Street
Springfield, MA 01103

CITY OF SPRINGFIELD
In the City Council , 2013

ORDERED, that the mayor be, and hereby is authorized on behalf of the City of Springfield, to take any and all steps necessary to secure the passage by the General Court of the special legislation entitled “**AN ACT EXEMPTING THE CITY OF SPRINGFIELD FROM THE RESIDENCY PROVISION OF MASSACHUSETTS GENERAL LAWS CHAPTER SEVENTY-ONE SECTION THIRTY-EIGHT,”** in substantially the same form as a draft Act attached hereto, except for clerical or editorial errors.

HISTORY:

09/09/13	City Council	REFERRED TO COMMITTEE
Next: 10/07/13		
10/07/13	City Council	REFERRED TO COMMITTEE
Next: 10/21/13		
10/21/13	City Council	REFERRED TO COMMITTEE
Next: 11/18/13		



City of Springfield
36 Court Street
Springfield, MA 01103

Meeting: 11/18/13 07:00 PM

Department: Law

Category: Grants

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

Sponsors: At-Large Councilor Timothy J. Rooke

DOC ID: 2425

TABLED

SPECIAL ACT (ID # 2425)

An Act Relative to the Sale and Storage of Goods in Public Ways in the City of Springfield

AN ACT RELATIVE TO THE SALE AND STORAGE OF GOODS IN PUBLIC WAYS IN THE CITY OF SPRINGFIELD

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding any general or special law to the contrary, the Commissioner of the Police Department of the City of Springfield may issue, with the advise and consent of the Director of Public Works for the City of Springfield and the Commissioner of Health and Human Services, under the conditions hereinafter provided and under rules of his or her own not inconsistent herewith, licenses for the use of specified parts of public streets in the city for the storage and sale of merchandise or food.

A person seeking such a license shall file with said commissioner a written application therefore, stating his name, age, occupation, residence and place of business, if any, and whether or not he is a citizen of the United States or has declared his intention to become such. The applicant shall describe accurately in writing, by plan or otherwise, the location, the shape and the dimensions of the space which he or she desires to occupy, the movable structures which he or she proposes to use, and the kinds of merchandise which he or she wishes to store and to sell. As part of the application the applicant shall provide the written consent to the issuance of the said license on the part of the owner or owners of the premises in front of which the applicant desires to carry on business and of the tenants of the ground floor of such premises, or in lieu thereof the written consent of the duly authorized agent or agents of such owners and tenants.

When the privilege for which a license is asked is to be exercised in front of premises owned by the city, the owner's consent herein provided for may be given by the department having charge of said premises. An application from a firm or corporation shall be made by such partners or officers and under such further conditions as said commissioner shall determine, and every partner or officer so designated shall give concerning himself the information as to age, occupation, citizenship, residence and place of business which is required of an individual applicant.

The application shall be sent by the police commissioner of the police department to the Director of Public Works ("DPW") of the city of Springfield, with a request for a report thereon. It shall be the duty of said DPW Director forthwith to examine in person or by means an authorized agent the location for which the license is asked, with particular reference to the effect of its use as desired spot, the free passage of vehicles and of foot

passengers and upon the maintenance of public order. In the report to the commissioner of the police department, which shall be made as soon as practicable, the DPW director may certify approval or disapproval, or approval conditional upon amendments to be made in the application as affecting the precise location, its area or the kinds of merchandise or food to be stored and sold thereon.

The application shall also be sent by the police commissioner of the police department to the Director of Health and Human Services of the City of Springfield, with a request for a report thereon. It shall be the duty of said Director of Health and Human Services forthwith to examine in person or by means an authorized agent the provisions made by the applicant relative to compliance with applicable sanitary, health and food codes at the location for which the license is asked, with particular reference to the effect of its use as desired spot, the effect on members of the public and upon the maintenance of public order. In the report to the commissioner of the police department, which shall be made as soon as practicable, the Health and Human Services director may certify approval or disapproval, or approval conditional upon amendments to be made in the application as affecting the precise location, its area or the kinds of merchandise or food to be stored and sold thereon.

Should the police commissioner and the DPW and Health and Human Services director agree as to the propriety or issuing a license, the authority for further action shall be vested in said police commissioner; but no license shall become effective until seventy-two hours after a copy thereof has been delivered to the DPW director and the health and Human Services Director.

A license issued by the police commissioner may be for one or more week days in each week, for such hours daily as it shall in each case determine, and for any period not exceeding twelve months. It may be renewed on an application conforming to the conditions and in accordance with the procedures prescribed by the police commissioner. After notice and opportunity to be heard, the license may be suspended or revoked for any reason which the commissioner shall consider sufficient.

For each license issued and for each renewal thereof the police commissioner shall charge and collect in advance such fee of \$_____ as may be, the receipt of such fee shall be certified on the face of the license.

The police commissioner shall cause to be kept at his or her office full and accurate records of his doings under this section, open to the public under reasonable restrictions, and at all times to the mayor of the city or to such persons as he may designate. Separate accounts shall be kept of moneys received from licenses and from rentals derived from the use of parts of the public streets.

The police commissioner shall include in his annual report a reasonable summary of his or her doings under the authority of this section.

The police commissioner may designate from time to time certain streets, or parts of streets, or sections of the city wherein, and not elsewhere In the city, it shall be lawful on the days and within the hours specified, and under such general rules as he or she shall make, for any hawker or peddler, without the license provided for in this section, to stop or stand for the purpose of selling food or merchandise: provided, that such hawkers or peddlers carry on their business in conformity with the laws of the Commonwealth, the ordinances of the city, and the regulations of the board of health, now or hereafter enacted and not inconsistent herewith.

No person shall use or occupy a part of a public street in the city of Springfield, otherwise than according to the provisions of this section, for the purchase, sale, storage or display of merchandise or other articles except materials or appliances used or to be used for public purposes or for building operations under authority or license lawfully conferred or issued by or under any ordinance of the city of Springfield or laws of the commonwealth, now in existence or hereafter enacted.

Violation of this ordinance/act may be enforced through noncriminal disposition pursuant to G.L. c. 40, § 21D or through the criminal process. A person violating any provision of this section shall be fined one hundred dollars (\$100) for the first offense, two hundred dollars \$200 for the second offense, and three hundred dollars \$300 for third and subsequent offenses. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such under the provisions set forth in this chapter.

SECTION 2. This act shall take effect upon its passage.

Domenic J. Sarno, Mayor of the City of Springfield,

in the name and on behalf of said City, and in the pursuance of an order, a duly attested copy of which is hereto annexed, petition the General Court for legislation entitled “**AN ACT RELATIVE TO THE SALE AND STORAGE OF GOODS IN PUBLIC WAYS IN THE CITY OF SPRINGFIELD**”, in substantially the same form as a draft Act attached hereto.

Respectfully submitted,

Domenic J. Sarno, Mayor

City of Springfield
36 Court Street
Springfield, MA 01103

CITY OF SPRINGFIELD
In the City Council

ORDERED, that the mayor be, and hereby is authorized on behalf of the City of Springfield, to take any and all steps necessary to secure the passage by the General Court of the special legislation entitled “**AN ACT RELATIVE TO THE SALE AND STORAGE OF GOODS IN PUBLIC WAYS IN THE CITY OF SPRINGFIELD**,” in substantially the same form as a draft Act attached hereto, except for clerical or editorial errors.

INTER**OFFICE**

MEMO

To: Wayman Lee, Esquire
City Clerk

From: Anthony I. Wilson, Esquire
Associate City Solicitor

Subject: Special Act - **AN ACT RELATIVE TO THE SALE AND STORAGE OF
GOODS IN PUBLIC WAYS IN THE CITY OF SPRINGFIELD**

Date: November 12, 2013

In accordance with Rules and Orders of the Springfield City Council, 2013, as amended, Rule 16A, the City Solicitor on behalf of the sponsor (City Councilor Timothy J. Rooke) provides this report regarding the above Special Act ("Act") a copy is attached hereto. If the Act is approved by the City Council and signed by the Mayor, the Act would be sent the Massachusetts General Court for passage. If passed by the General Court the Governor must sign the Act.

The Act provides that notwithstanding the provisions of section chapter One hundred and one of the General Laws or any other general or special law to the contrary the City of Springfield shall promulgate regulations of hawkers and peddlers.

It is the recommendation of City Councilors Timothy J. Rooke that this Act should be passed by the City Council. If you have any questions regarding this report, please feel free to contact me or the sponsors.



City of Springfield

36 Court Street
Springfield, MA 01103

ADOPTED

ORDINANCE 2013-9

Meeting: 11/18/13 07:00 PM

Department: Law

Category: Local Law

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

Sponsors: Ward 8 Councilor John A. Lysak

DOC ID: 2327 B

Tobacco Products

Chapter 362 - Tobacco Products

ORD. NO. _____

AN ORDINANCE TO AMEND the Code of the City of Springfield, Chapter 362 thereof, entitled Tobacco Products, by Chapter 362.

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

Section 1. Section 1 of Chapter 362, Purpose, of the Code of the City of Springfield , is hereby amended to read as follows:

Therefore, this chapter implements a strict and enforceable system to prevent access to and the illegal sale of tobacco products and nicotine delivery products to minors.

Section 2. Section 2 of Chapter 362, Definitions, of the Code of the City of Springfield , is hereby amended to include the following:

E-Cigarette: Any electronic nicotine delivery product composed of a mouthpiece, heating element, battery and/or electronic circuits that provides a vapor of liquid nicotine to the user, or relies on vaporization of solid nicotine or any liquid. This term shall include such devices whether they are manufactured as e-cigarettes, e-cigars, e-pipes or under any other product name.

Nicotine Delivery Product: Any manufactured article or product made wholly or in part of a tobacco substitute or containing nicotine that is expected or intended for human consumption, but not including a product approved by the United States Food and Drug Administration for sale as a tobacco use cessation or harm reduction product or for other medical purposes and which is being marketed and sold solely for that approved purpose. Nicotine delivery products include, but are not limited to, e-cigarettes.

Section 3. Section 3 of Chapter 362, Sales to minors prohibited, of the Code of the City of Springfield , is hereby amended to include the following:

C. No person or entity shall sell or distribute nicotine delivery products to any person under the age of eighteen (18). Nicotine delivery products shall be subject to all sections of this Chapter 362, except §362-8. Violators shall be punished according to the provisions of §362-11.

HISTORY:

09/09/13 City Council

FIRST STEP

Next: 11/18/13

RESULT:	SECOND & THIRD STEPS [12 TO 0]
MOVER:	John A. Lysak, Ward 8 Councilor
SECONDER:	Melvin A. Edwards, Ward 3 Councilor
AYES:	Williams, Twiggs, Luna, Shea, Fenton, Lysak, Walsh, Allen, Edwards, Ashe, Concepcion, Ferrera III
ABSENT:	Timothy J. Rooke


City of Springfield

36 Court Street
Springfield, MA 01103

TABLED

ORDINANCE (ID # 2333)

Meeting: 11/18/13 07:00 PM
Department: Law
Category: Local Law
Prepared By: Anthony I. Wilson
Initiator: Anthony I. Wilson
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2333 A

Senior Tax Work Off

ORD. NO _____

AN ORDINANCE TO AMEND the Code of the City of Springfield, Chapter 355 thereof, entitled Taxation.

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

Section 1.

The Code of the City of Springfield is hereby amended by adding thereto a new chapter, to be Article IV, Chapter 355-15, Senior Citizen Property Tax Work-Off Program, to read as follows:

§ 355-15 Authority.

§ 355-16 Program Goals.

§ 355-17 Eligibility requirements.

§ 355-18 Employment opportunities.

§ 355-19 Selection process.

§ 355-20 Credit guidelines.

§ 355-21 Applications.

§ 355-22 Applicant limitations.

§ 355-15 Authority.

This chapter is hereby established upon acceptance by the city council of General Laws chapter 59, § 5k.

§ 355-16 Program Goals.

- A. To assist senior citizen homeowners of the city with the payment of residential property tax bills.
- B. To increase the involvement of senior citizens in the municipal government and the school system of the city.
- C. To acknowledge and affirm the skills and abilities of Springfield senior citizens and the community's continuing need for their services.

§ 355-17 Eligibility requirements.

A. An applicant must meet or exceed the following requirements to be eligible to participate in the program:

- (1.) Must have attained the age of 60 years by July 1 for the fiscal year in which the credit is intended to apply.
- (2.) Must own and reside in a home in the city or be the current spouse of such homeowner residing in the same household for which real estate taxes are paid to the city by the applicant and on which a credit is requested. Ownership means the assessed owner of the property on which the tax to be credited is assessed, or have acquired ownership before the work is performed and the credit applied. If the property is subject to a trust, the senior must have legal title (be one of the trustees), on the applicable January 1 assessment date.

§ 355-18 Employment opportunities.

- A. There must be a request for assistance under the program by municipal or school department offices based upon the needs of the municipal or school department offices.
- B. The employment opportunities include, but are not limited to municipal offices, schools and special projects.

§ 355-19 Selection process.

- A. An applicant must meet eligibility requirements set forth in subsection 355-17
- B. The applicant must have the appropriate skills necessary for the position.
- C. The department head and the applicant must agree and assent to the assignment of the applicant to a particular department.
- D. The Director of Elder Affairs or their designee will coordinate and execute this program and shall develop an application for the senior tax work-off program.
- E. The Director of Elder Affairs or their designee will enter all qualified applicants into a lottery and randomly select the applicants.

§ 355-20 Credit guidelines.

- A. The hourly rate for service cannot exceed the state's minimum wage or be lower than the federal minimum wage. Therefore, the rate shall be set to the state's minimum wage.

- B. The maximum credit to an individual shall be \$500.00 per fiscal year. The maximum credit per household shall be \$500.00 per fiscal year.
- C. The maximum number of hours worked will be determined according to current state minimum wage, i.e. \$500.00 divided by the state minimum wage.
- D. The credits will be charges against the overlay account. No checks will be issued.
- E. Upon completion of the number of hours necessary to reach the maximum credit allowed under this section of work service or fraction thereof a credit in accordance with M.G.L. c. 184, §52, will be applied to the corresponding fiscal year tax bill. Earned credits must be applied to the actual tax bills for the fiscal year.
- F. The maximum credit to any senior during the program year shall be \$500.00 per year (number of hours worked at the state minimum wage). Applicants shall be aware that the credit allowed shall be considered taxable income although the city is not obligated to issue IRS Form 1099 for payments less than \$600.00.

§ 355-21 Applications.

- A. The Regional Serving the Health Information Needs of Elders (“SHINE”) Director or their designee shall monitor, supervise and administer the program.
- B. Applications for such program, including, but not limited to, the forms of application, required supporting documentation and limitations on time period for that application process for each fiscal year, shall be prepared by the director or her designee in coordination with the City of Springfield Human Resources director in a form suitable to meet the goals of this division.

§ 355-22 Applicant limitations.

- A. Acceptance is based on the ability of the applicant to perform tasks required in available positions.
- B. Placements are drawn by Random Lottery. Requests for certain positions by applicants will be considered; however, applicants must be willing to accept a position when offered based on the offer made by the Regional SHINE Director or her designee.
- C. Applicants have the right to refuse placements, but each lottery winner will be taken on an interview.
- D. Applicants must certify that their income does not exceed the limits set by the Massachusetts Circuit Breaker Tax Credit.
- E. To start, the program will be limited to no more than twenty (20) participants. Positions will be offered on the basis of qualification, availability, location and physical limitation. The program will be evaluated before continued implementation in FY 2015.

- F. Applicants are not eligible to participate in two consecutive fiscal years.
- G. To be credited in a given fiscal year, work must be completed by February 15 of the fiscal year or an earlier date determined by the Director of Elder Affairs.

Section 2. Severability.

The provisions of this ordinance are declared to be severable, and if any section, subsection, sentence, clause or part thereof is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of any remaining section, subsection, sentence, clause or part of this ordinance.

Approved as to From:

Anthony I. Wilson
Associate City Solicitor

HISTORY:

09/09/13 **City Council**
Next: 11/18/13

REFERRED TO COMMITTEE

**City of Springfield**

36 Court Street
Springfield, MA 01103

Meeting: 11/18/13 07:00 PM

Department: Law

Category: Local Law

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

Sponsors: At-Large Councilor Timothy J. Rooke

DOC ID: 2428

TABLED

ORDINANCE (ID # 2428)

In-Board and Out-Board Motors

AN ORDINANCE (A LOCAL LAW) TO AMEND the Code of the City of Springfield, Chapter 275 thereof, entitled Peace and Good Order, by adding section 11 to Chapter 275.

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

No one shall operate, maintain, repair or winterize an out- board or in-board boat motor in any area of the city of Springfield, except those areas designated for such by the City Council.

Any violation of this code will result in a fine of not less than seventy five dollars (\$75.00) for the first offense, one hundred fifty dollars second (\$150.00) and third offense no less than four hundred dollars (\$400.00).



City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 2429)

Meeting: 11/18/13 07:00 PM

Department: Law

Category: General

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

Sponsors: Ward 7 Councilor Allen, Ward 3 Councilor Edwards

DOC ID: 2429

The Preservation of Historically Significant Buildings

Intent and Purpose

This ordinance is enacted for the purpose of preserving and protecting significant buildings within the City of Springfield which constitute or reflect distinctive features of the architectural, cultural, economic, political or social history of the city and to limit the detrimental effect of demolition on the character of the city. By preserving and protecting significant buildings, streetscapes, and neighborhoods, this ordinance promotes the public welfare by making the city a more attractive and desirable place in which to live and work.

Definitions

APPLICANT-Any person or entity who files an application for a demolition permit.

APPLICATION-An application for the demolition of a building.

BUILDING-Any combination of materials forming a shelter for persons, animals, or property.

BUILDING COMMISSIONER - The person occupying the office of Building Commissioner or otherwise authorized to issue demolition permits.

COMMISSION - The Springfield Historical Commission.

DEMOLITION-Any act of pulling down, destroying, removing, dismantling or razing a building or commencing the work of total or substantial destruction with the intent of completing the same.

DEMOLITION PERMIT - The permit issued by the Building Commissioner for a demolition of a building, excluding a permit issued solely for the demolition of the interior of a building.

PREFERABLY PRESERVED BUILDING - Any building within the City of Springfield which is one hundred years old or older, as recorded by the Assessor, or any building which is listed on, or is within a district listed on, the National Register of Historic Places.

Procedure

- A. Within seven (7) days of receiving a demolition application, the Building Commissioner or his designee shall determine whether the building to be demolished is a Preferably Preserved Building. If the building is determined to be a Preferably Preserved Building or if the age of the building is unknown, then the Building Commissioner shall forward a copy of the application to the Commission. No demolition permit shall issue for a Preferably Preserved building for twelve (12) months, following receipt of the application by the Commission.
- B. The Commission shall, within twelve (12) months of receiving the application, determine whether the building should be designated a Historic District pursuant to Chapter 49 of

the Revised Ordinances of the City of Springfield and Massachusetts General Laws Chapter 40C.

- C. If the Commission has not designated the building as a historic district, within twelve (12) months of receiving the application, then the Building Commissioner may issue the demolition permit.
- D. This Chapter shall not apply to any building located in any area of the City designated a “Casino Overlay District” pursuant to Section 8.5 of the Springfield Zoning Ordinance and for which the State Gaming Commission has granted a license.

Exemption

- A. The Commission may exempt any building from the provisions of this ordinance upon written request from the applicant. The request shall include (a) the address of the building to be demolished, (b) the owner's name, address and telephone number, (c) the reason for requesting a demolition permit, (d) photograph, drawing or description of the building.
- B. An exemption from the provisions of this ordinance shall require a majority vote of the Commission.
- C. If the Commission fails to act on a request for exemption within thirty (30) days of submission to the Commission then the exemption is granted.

Administration

The Commission may adopt such rules and regulations as are necessary to administer the terms of this ordinance.

Emergency Demolition

Nothing in this Chapter shall be deemed to inhibit the Building Commissioner's or Fire Commissioner's ability to demolish buildings under Mass. Gen. Law c. 48, Mass. Gen. Law c. 143 §§ 6-9 and the Massachusetts Building Code.

Historic District Act

Nothing in this ordinance shall be deemed to conflict with the provisions of the Historic District Act, M.G.L. Chapter 40C. If any of the provisions of this ordinance do so conflict, that act shall prevail.

Severability

In case any section, paragraph, or part of this ordinance be, for any reason, declared invalid or unconstitutional by any court, every other section, paragraph, and part shall continue in full force and effect.



City of Springfield
36 Court Street
Springfield, MA 01103

COMPLETED

Meeting: 11/18/13 07:00 PM
Department: City Council
Category: General
Prepared By: Susan Kacoyannakis
Initiator: Kateri B. Walsh
Sponsors:
DOC ID: 2430

COMMITTEE REPORT (ID # 2430)

Maintenance Development Committee

**REPORT OF
COMMITTEE**

Committee:

Date: November 7, 2013

Time: 4 pm

Subject: Sumner Ave & Allen Street Taking

Councilors in Attendance: Walsh, Shea also in attendance Chris Cignoli, DPW and Attorney Kathy Breck, Law Dept.

Synopsis (include pros/cons):

Chris Cignoli from DPW/Engineering explained that the project has to be approved by November so Mass DOT can go out to bid by mid-December. The easements are granted for 3 - 5 years because not sure of start date. The City Council has to approve the appropriation order before the takings can be done. Here will be 25 temporary easements and 5 permanent easements. The project will ease traffic flow in the area.

Motions/Recommendations:

Made By: Councilor Shea made a motion to recommend passage before the full Council on November 18, 2013.

Seconded: Walsh

Vote: All in favor, no one was opposed

RESULT: RECEIVED REPORT


City of Springfield

 36 Court Street
 Springfield, MA 01103

Meeting: 11/18/13 07:00 PM

Department: Planning and Economic Development

Category: Special Permit

Prepared By: Phil Dromey

Initiator: Phil Dromey

Sponsors:

DOC ID: 2346

ADOPTED
PETITION (ID # 2346)

For a Special Permit to Operate a Used Car Dealership as a Pre-Existing, Non-Conforming Use at the Property Known as at 712 Boston Road (01655-0121), as Allowed by M.G.L. and the Springfield Zoning Ordinance Article 10, Section 10.1.20.

Request:	See Above
Owner:	James W. Fiore
By:	James W. Fiore
Petitioner:	Rafael Dominguez
By:	Rafael Dominguez

HISTORY:

10/28/13 City Council

REFER TO COMMITTEE
Next: 11/18/13

RESULT:	ADOPTED [12 TO 0]
MOVER:	Bud L. Williams, Vice President At-Large Councilor
SECONDER:	Zaida Luna, Ward 1 Councilor
AYES:	Williams, Twiggs, Luna, Shea, Fenton, Lysak, Walsh, Allen, Edwards, Ashe, Concepcion, Ferrera III
ABSENT:	Timothy J. Rooke

To The City Council of the City of Springfield:

The undersigned respectfully petition your honorable body

for a special permit to operate a used car dealership as a pre-existing, non-conforming use at the property known as at 712 Boston Road (01655-0121), as allowed by M.G.L. and the Springfield Zoning Ordinance Article 10, Section 10.1.20.

Mailing Address:

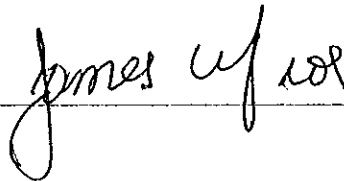
24 McIntosh Drive
Wilbraham, MA 01095

Owner:

James W. Fiore

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

BY:



James W. Fiore

Mailing Address:

17 Garibaldi Street
Springfield, MA 01119

Petitioner:

Rafael Dominguez

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

IN VIOLATION
OF ZONING ORDINANCE

until approved by the City Council
on accordance with the provisions of
of the Zoning Ordinance

BUILDING COMMISSIONER

BY:



Rafael Dominguez



Attachment: Boston_Rd_712_2013_Tax_Formal (2346 : 712 Boston Road)



THE CITY OF
SPRINGFIELD, MASSACHUSETTS

9/9/13

Special Permit Tax Certification

I certify that all identifiable real estate, personal property and excise taxes have been paid by the petitioner and/or landlord associated with the special permit request shown below:

Special Permit: 712 Boston Road: 01655-0121

Petitioner: Rafael Dominguez

Landlord: James W. Fiore Trustee

A handwritten signature in cursive script, reading "Stephen J. Lonergan", written over a horizontal line.

Stephen J. Lonergan: Treasurer/Collector

Attachment: Boston_Rd_712_2013_Tax_Formal (2346 : 712 Boston Road)

**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
ANALYSIS FOR A SPECIAL PERMIT**

**712 BOSTON ROAD (01655-0121)
MOTOR VEHICLE SALES**

General Information

Petitioner:	Rafael Dominguez
Request:	Motor vehicle sales.
Proposed use of the property:	Motor vehicle sales.
Size:	19,983 s.f.
Compatibility with current planning documents:	The property is zoned Business A. The Pine Point Neighborhood Plan does not show any changes to this area.
Neighborhood council notification:	Pine Point Community Council: 9-17-13
Tax Status:	SEE ATTACHED
Site Visit:	10-15-13
Urban Renewal Plan Status:	This parcel is not located within an urban renewal area.
Scheduled Hearing Date:	10-28-13

Staff Analysis

Neighborhood characteristics:

The parcel is currently zoned Business A.

- To the north are single family houses zoned Residence A.
- To the south are retail stores zoned Business A.
- To the west are a mix of commercial and residential uses zone Business A and Residence A.
- To the east are an automobile repair facility and a gas station zoned Business B and Business A.

Site plan review:

The petitioner has requested a special permit for motor vehicle sales at the property known as 712 Boston Road. A number of special permits for the sale of used cars have been issued at this location in the past few years with the most recent being in March 2011.

As was stated above, this site has been issued several special permits over the last several years. As with all the previous petitioners, the previous special permit applicant was not able to stay in business. Subsequently, a new special permit for the same use has now been requested.

Attachment: Boston_Rd_712_2013 (2346 : 712 Boston Road)

In reviewing the proposed request, the staff would strongly recommend, that as with the previous special permit, the number of cars be limited to no more than forty (40). This number would allow for the needed customer and employee parking.

Again, as with the previous review, the staff noted that repair of vehicles to be sold is currently allowed as an accessory use with the sale of used cars. However, there are currently no adequate indoor facilities located on this property which could be used for this purpose. Therefore, in order to ensure that repair work will not be done within the parking areas, the Staff strongly recommends that a condition be placed on the special permit prohibiting motor vehicle repairs remain.



Lastly, there were also a number of landscaping requirements which were attached to the previous special permit. These improvements were included at the request of the Pine Point Neighborhood Council. If this special permit is approved, the staff would strongly recommend that these conditions remain as part of the approval.

Recommendation

Approve, with conditions.

Recommended Conditions

1. This special permit is granted to this petitioner only.
2. This special permit is granted solely for a used car dealership at the property known as 712 Boston Road (01655-0121).
3. The use shall be developed according to the attached site plans and elevations with the addition of conditions #4 through #16.
4. There shall be no more than forty (40) vehicles at this location at any one time.
5. There shall be landscaping on the premises to include hanging flowering plants from both buildings and continued maintenance of the landscaped area around the main building and window boxes on the first floor from May 1st until October 31st.
6. All parking, including display, employee and customer spaces shall be clearly marked and striped.
7. A detailed sign plan shall be submitted to the Office of Planning & Economic Development for review and approval prior to the issuance of any sign permits.
8. There shall be no motor vehicle repairs at this location.
9. The existing fencing shall be maintained.
10. The petitioner shall remove the vinyl strips located on the chain link fence only on the right side of the property.
11. This special permit shall be reviewed in six (6) months.

12. There shall be no car haulers located on Baltimore Street, Harvey Street or Boston Road.
13. There shall be no banners, streamers, pennants, or additional signs located on the property.
14. There shall be no non-accessory signs located on the property.
15. There shall be no storage of inoperable or junk vehicles or parts located on the property.
16. There shall be no elevated displays of vehicles.
17. Compliance with these conditions, as well as any and all zoning regulations, is required. Failure to comply may result in enforcement by the Code Enforcement Department punishable by fine of up to \$50 per day for each day a violation exists.



THE CITY OF
SPRINGFIELD, MASSACHUSETTS

9/9/13

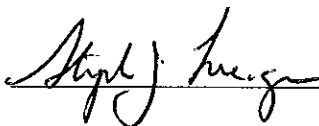
Special Permit Tax Certification

I certify that all identifiable real estate, personal property and excise taxes have been paid by the petitioner and/or landlord associated with the special permit request shown below:

Special Permit: 712 Boston Road: 01655-0121

Petitioner: Rafael Dominguez

Landlord: James W. Fiore Trustee



Stephen J. Lonergan: Treasurer/Collector

Attachment: Boston_Rd_712_2013 (2346 : 712 Boston Road)

DEPARTMENTAL AND INTERDEPARTMENTAL CORRESPONDENCE
CITY OF SPRINGFIELD
MASSACHUSETTS

5.2.b

TO: DATE: March 25, 2011
DEPARTMENT: FROM: Wayman Lee, Esq.
COPIES TO: DEPARTMENT: City Clerk
SUBJECT: 712-722 Boston Road

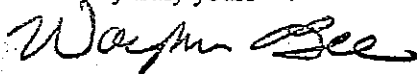
This is to inform you that at a meeting of the City Council held on Monday, February 28, 2011, it was voted by the City Council according to law to grant a special permit to Owner: James W. Fiore and Petitioner: Miguel Betancourt to amend an existing special permit (used car sales) granted December 30, 2008, by allowing a change in the petitioner at the property known as **712-722 Boston Road** (01655-0123) and **NS Boston Road** (01655-0120&0122) as allowed by M.G.L and the Springfield Zoning Ordinance, Article XV, Section 1500.3 with the following conditions:

1. This special permit is granted to this petitioner only.
2. This special permit is granted solely for a used car dealership at the property known as 722 Boston Road (01655-0121, 722 Boston Road (01622-0123) and NS Boston Road (01655-0120 & 0122).
3. The use shall be developed according to the attached site plan and elevations, with the addition of conditions #4 through #17.
4. There shall be no more than forty (40) used cars displayed or stored on this lot at any one time.
5. There shall be landscaped on the premises to include hanging flowering plants from the building, planters within the property, continued maintenance of the landscaped area around the main building and windows boxes on the first floor from May 1st until October 31st.
6. All parking, including display, employee and customer soaves shall be clearly marked and striped.
7. A detailed sign plan shall be submitted to the Office of Planning & Economic Development for review and approval prior to the issuance of any sign.
8. There shall be no motor vehicle repairs at this location.
9. The existing fence shall be repaired or replaced within 90 days of the issuing of the permit.
10. The petitioner shall repair or replace the vinyl strips located on the chain link fence only the right side of the property.
11. The special permit shall be reviewed in six (6) months.
12. There shall be no car haulers located on Baltimore Street, Harvey Street or Boston Road.
13. There shall be no banners, streamers, pennants, or additional signs located on the property.
14. There shall be no non-accessory signs.
15. There shall be no storage of inoperable or junk vehicles or parts on the property.
16. There shall be no elevated display of vehicles.
17. All conditions, with the exception of seasonal planting, shall be completed prior to issuing a Certificate of Occupancy.
18. Compliance with these conditions, as well as any and all zoning regulations, is required. Failure to comply may result in enforcement by the Code Enforcement Department punishable by fine of up to \$50 per day for each day a violation exists

REASONS: (1) The specific site is an appropriate location for such a use, structure, or condition. (2) The use as developed will not adversely affect the neighborhood. (3) Adequate and appropriate facilities will be provided for the proper operation of the proposed use.

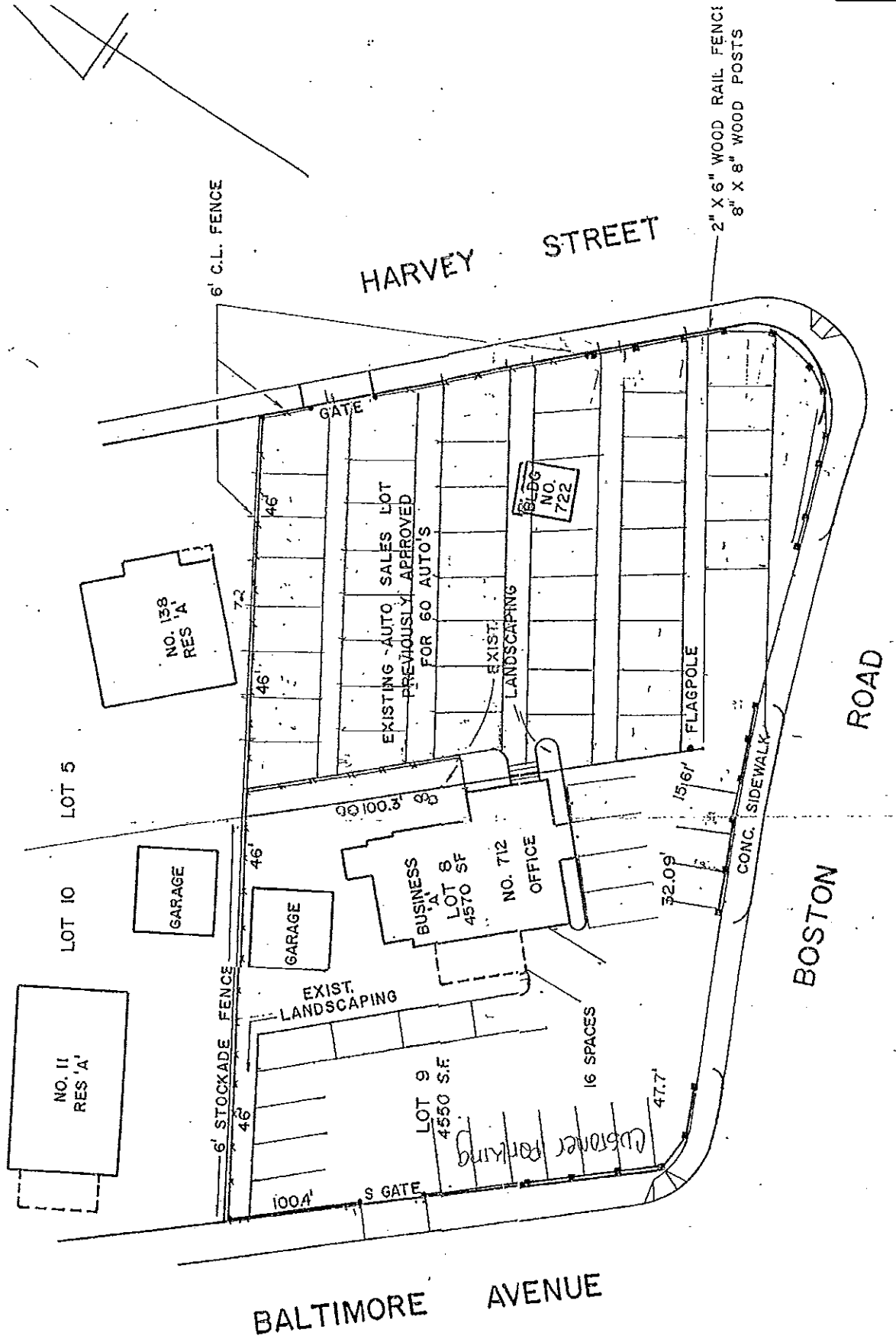
This permit becomes effective on March 25, 2011.

Very truly yours

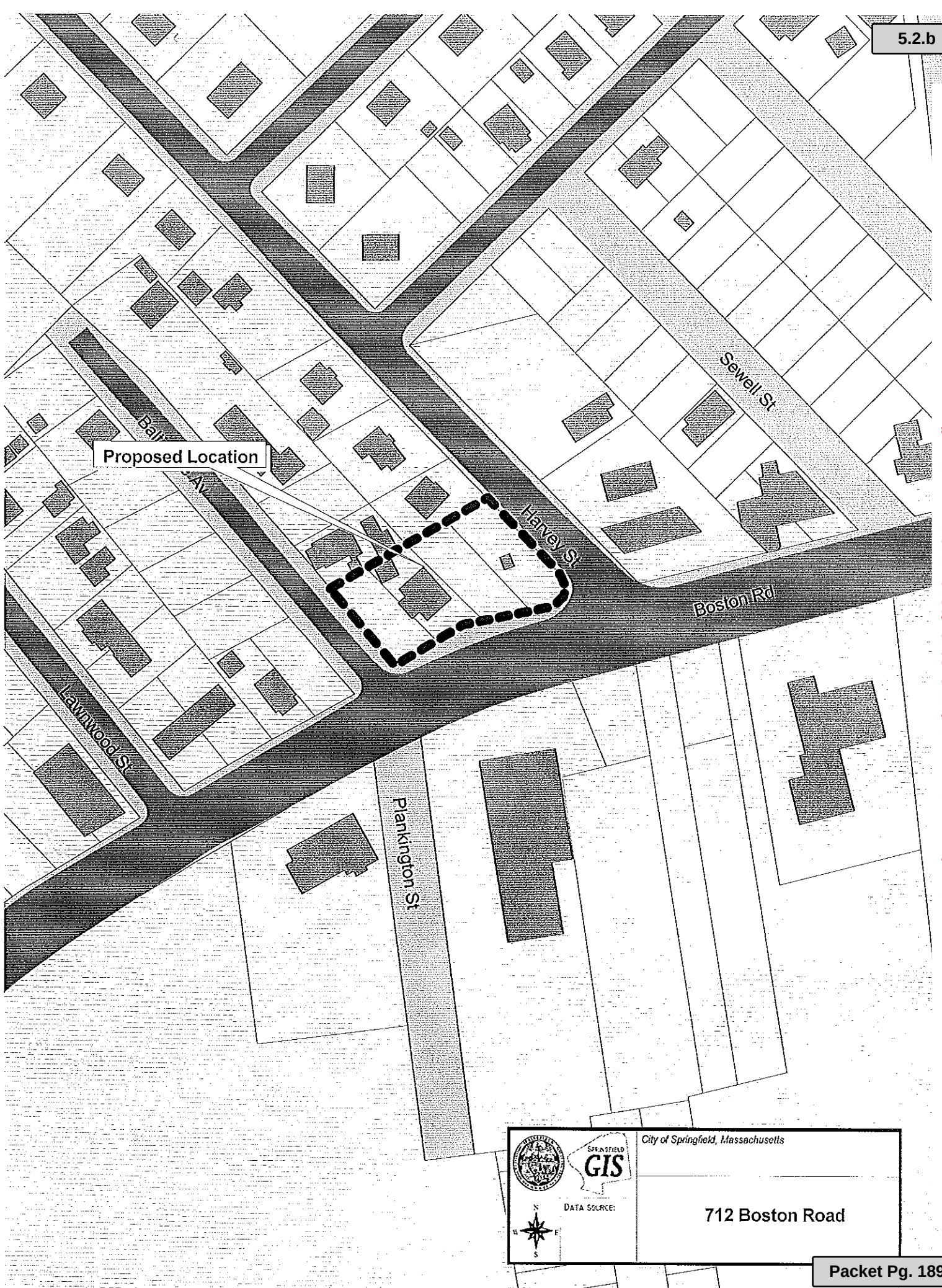


Wayman Lee, Esq.
City Clerk

Attachment: Boston_Rd_712_2013 (2346 : 712 Boston Road)



Attachment: Boston Rd 712 2013 (2346 : 712 Boston Road)



Attachment: Boston_Rd_712_2013 (2346 : 712 Boston Road)



SPRINGFIELD
GIS

DATA SOURCE:

City of Springfield, Massachusetts

712 Boston Road

CARD
5.2.c
Bill
Pmd
1/19/13

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

for a special permit to operate a used car dealership as a pre-existing, non-conforming use at the property known as at 712 Boston Road (01655-0121), as allowed by M.G.L. and the Springfield Zoning Ordinance Article 10, Section 10.1.20.

Mailing Address:

24 McIntosh Drive
Wilbraham, MA 01095

Owner:

James W. Fiore

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

BY: James W. Fiore
James W. Fiore

413-233-0130

Mailing Address:

17 Garibaldi Street
Springfield, MA 01119

Petitioner:

Rafael Dominguez

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

BY: Rafael Dominguez
Rafael Dominguez

IN VIOLATION
OF ZONING ORDINANCE

until approved by the City Council
on accordance with the provisions of
of the Zoning Ordinance

BUILDING COMMISSIONER

Steven Desautels
9/30/00

Attachment: 712 Boston Rd Fiore (2346 : 712 Boston Road)



THE CITY OF
SPRINGFIELD, MASSACHUSETTS

9/9/13

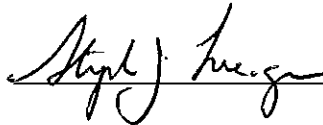
Special Permit Tax Certification

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Special Permit: 712 Boston Road: 01655-0121

Petitioner: Rafael Dominguez

Landlord: James W. Fiore Trustee



Stephen J. Lonergan: Treasurer/Collector

Attachment: 712 Boston Rd Fiore (2346 : 712 Boston Road)

**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
ANALYSIS FOR A SPECIAL PERMIT**

**712 BOSTON ROAD (01655-0121)
MOTOR VEHICLE SALES**

General Information

Petitioner:	Rafael Dominguez
Request:	Motor vehicle sales.
Proposed use of the property:	Motor vehicle sales.
Size:	19,983 s.f.
Compatibility with current planning documents:	The property is zoned Business A. The Pine Point Neighborhood Plan does not show any changes to this area.
Neighborhood council notification:	Pine Point Community Council; 9-17-13
Tax Status:	SEE ATTACHED
Site Visit:	10-15-13
Urban Renewal Plan Status:	This parcel is not located within an urban renewal area.
Scheduled Hearing Date:	10-28-13

Staff Analysis

Neighborhood characteristics:

The parcel is currently zoned Business A.

- To the north are single family houses zoned Residence A.
- To the south are retail stores zoned Business A.
- To the west are a mix of commercial and residential uses zone Business A and Residence A.
- To the east are an automobile repair facility and a gas station zoned Business B and Business A.

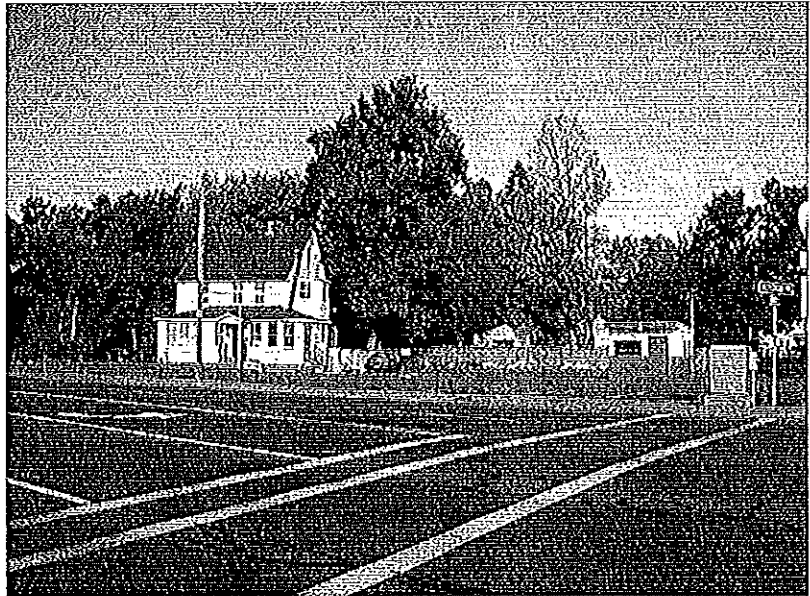
Site plan review:

The petitioner has requested a special permit for motor vehicle sales at the property known as 712 Boston Road. A number of special permits for the sale of used cars have been issued at this location in the past few years with the most recent being in March 2011.

As was stated above, this site has been issued several special permits over the last several years. As with all the previous petitioners, the previous special permit applicant was not able to stay in business. Subsequently, a new special permit for the same use has now been requested.

In reviewing the proposed request, the staff would strongly recommend, that as with the previous special permit, the number of cars be limited to no more than forty (40). This number would allow for the needed customer and employee parking.

Again, as with the previous review, the staff noted that repair of vehicles to be sold is currently allowed as an accessory use with the sale of used cars. However, there are currently no adequate indoor facilities located on this property which could be used for this purpose. Therefore, in order to ensure that repair work will not be done within the parking areas, the Staff strongly recommends that a condition be placed on the special permit prohibiting motor vehicle repairs remain.



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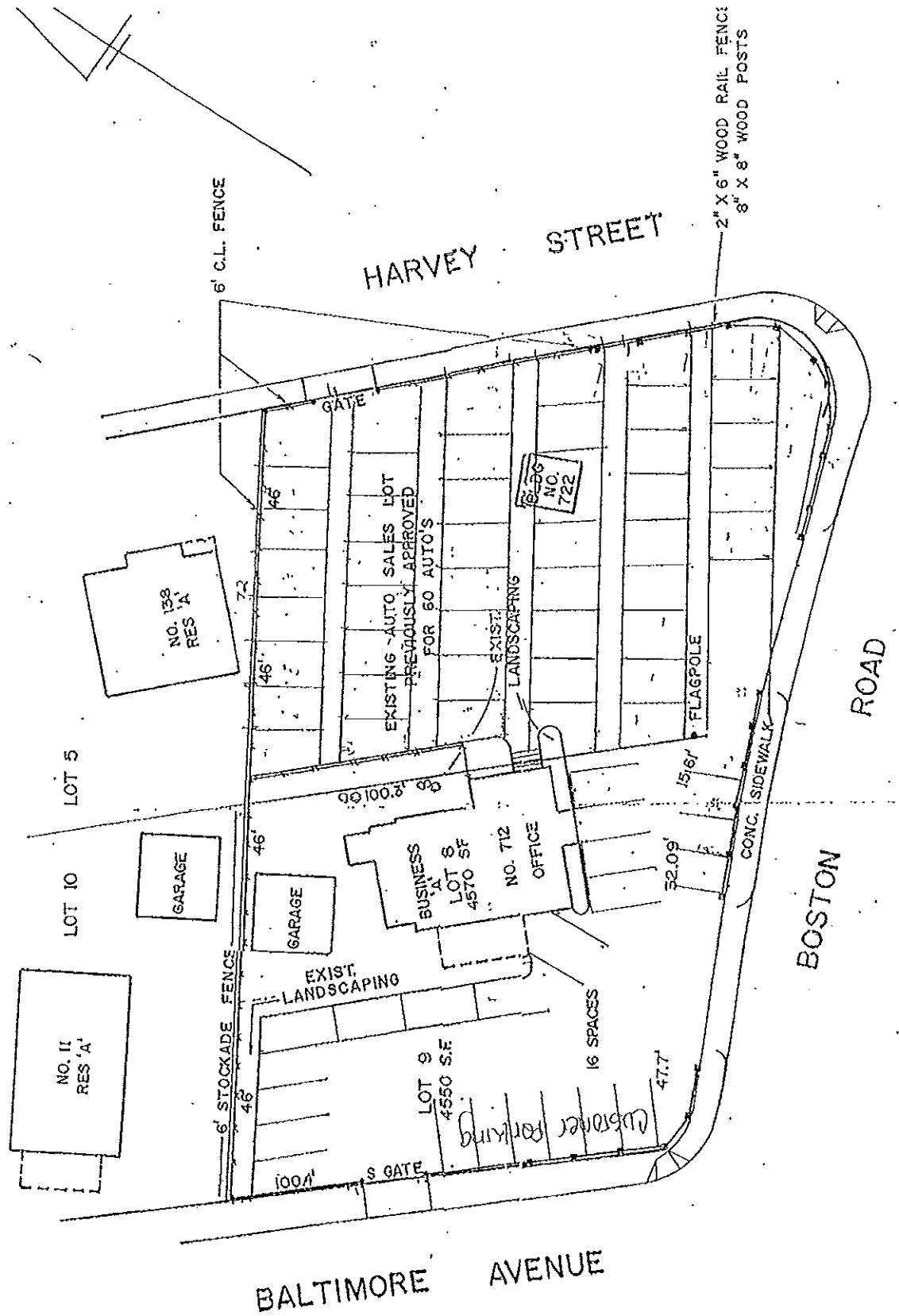
Recommendation

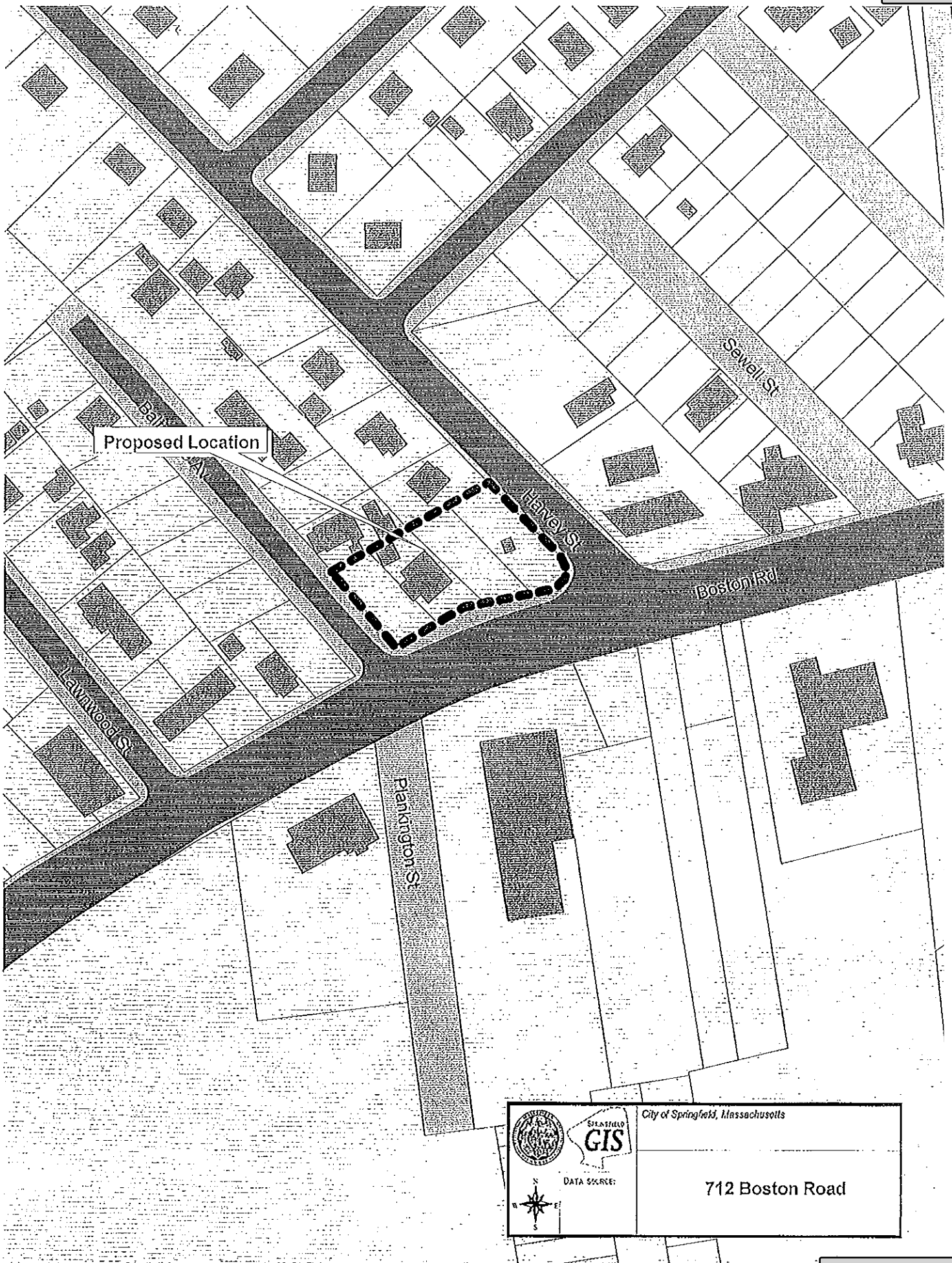
Approve, with conditions.

Recommended Conditions

1. This special permit is granted to this petitioner only.
2. This special permit is granted solely for a used car dealership at the property known as 712 Boston Road (01655-0121).
3. The use shall be developed according to the attached site plans and elevations with the addition of conditions #4 through #16.
4. There shall be no more than forty (40) vehicles at this location at any one time.
5. There shall be landscaping on the premises to include hanging flowering plants from both buildings and continued maintenance of the landscaped area around the main building and window boxes on the first floor from May 1st until October 31st.
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9. The existing fencing shall be maintained.
10. The petitioner shall remove the vinyl strips located on the chain link fence only on the right side of the property.
11. This special permit shall be reviewed in six (6) months.

12. There shall be no car haulers located on Baltimore Street, Harvey Street or Boston Road.
13. There shall be no banners, streamers, pennants, or additional signs located on the property.
14. There shall be no non-accessory signs located on the property.
15. There shall be no storage of inoperable or junk vehicles or parts located on the property.
16. There shall be no elevated displays of vehicles.
17. Compliance with these conditions, as well as any and all zoning regulations, is required. Failure to comply may result in enforcement by the Code Enforcement Department punishable by fine of up to \$50 per day for each day a violation exists.





Attachment: 712 Boston Rd Fiore (2346 : 712 Boston Road)