



City of Springfield

Regular Meeting

~ Draft ~

36 Court Street
Springfield, MA 01103
<http://www.springfieldcityhall.com>

Linda Fitzpatrick
413-787-6559

Monday, February 3, 2014

7:00 PM

Springfield City Hall -- Council Chambers

I. Call to Order

Attendee Name	Title	Status	Arrived
Zaida Luna	Ward 1 Councilor	Present	
Clodo Concepcion	Ward 5 Councilor	Present	
E. Henry Twiggs	Ward 4 Councilor	Present	
Kenneth E. Shea	Ward 6 Councilor	Present	
Kateri B. Walsh	Vice President - At-Large Councilor	Present	
Melvin A. Edwards	Ward 3 Councilor	Present	
Bud L. Williams	At-Large Councilor	Present	
Orlando Ramos	Ward 8 Councilor	Present	
Timothy J. Rooke	At-Large Councilor	Present	7:09 PM
Timothy C. Allen	Ward 7 Councilor	Present	
Justin Hurst	At Large Councilor	Present	
Thomas M. Ashe	At-Large Councilor	Present	
Michael A. Fenton	President - Ward 2 Councilor	Present	

II. Communications

2. Order (ID # 2510)

December Revenue Vs. Expenditure Report

COMMENTS - Current Meeting:

Statement of Revenues, Expenditure and Other Sources Report - Period Ending 12/31/13-
Read and Patrick Burns, City Comptroller made presentation to the City Council relative to the period ending 8-31-2013 and the Report shows that the City had spent 50% of the yearly budget but was on track for the FY14. Councilor Allen asked are there any issues and Mr. Burns said that revenue is coming in as expected and Excise is due February and March and he would be happy to meet with any Councilor or the Finance Committee if they have further questions. Council received the Report by unanimous vote and the report was put on file for the Finance Committee to discussion.

ATTACHMENTS:

- December Revenue Vs. Expenditure Report (PDF)

RESULT: RECEIVE REPORT

3. Order (ID # 2501)

Confirmation of Andrew Cade - License Commission

COMMENTS - Current Meeting:

Read and Councilors Twiggs, Williams, Ashe and Ramos all urged support of Mr. Cade appointment to the License Commission and Mr. Cade was confirmed by the following roll call vote.

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

4. Order (ID # 2502)

Confirmation of Jose Claudio - License Commission

COMMENTS - Current Meeting:

Read and Councilors Twiggs, Williams, Rooke and Ramos all urged support of Mr. Claudio appointment to the License Commission and Mr. Claudio was confirmed by the following roll call vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	E. Henry Twiggs, Ward 4 Councilor
SECONDER:	Orlando Ramos, Ward 8 Councilor
AYES:	Luna, Concepcion, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton

III. Reports**5. Zoning Ordinance 2014-4**

To Change the Zoning of the Property Known as 136 Walnut Street (11952-0035) from Commercial a to Business B.

Petitioner: YMM Services, Inc.

Address: 136 Walnut Street (11952-0035)

Request: Com A to Bus B

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed 1st step and was referred to the Committee on Ordinances by a unanimous voice vote and the public hearing will be Monday, February 24, 2014.

ATTACHMENTS:

- 3158_136_Walnut_St_2014_CC (PDF)

RESULT:	RECEIVED 1ST STEP
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Next: 2/24/2014 7:00 PM

6. Zoning Ordinance 2014-5

To Amend the Springfield Zoning Ordinance by Amending Article 2, Section 2.2, Amending Article 4 by Adding Section 4.7.100 – Registered Marijuana Dispensary (RMD) and Off-Site Medical Marijuana Dispensary (OMMD) and Amending Article 4, Table 4-4

Petitioner: Springfield Planning Board
Address: City Wide
Request: See Above

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed 1st step and was referred to the Committee on Ordinances by a unanimous voice vote and the public hearing will be Monday, February 24, 2014.

ATTACHMENTS:

- 3160_MM_RMD_OMMD_2014_CC (PDF)

RESULT: RECEIVED 1ST STEP

Next: 2/24/2014 7:00 PM

7. Zoning Ordinance 2014-6

To Change the Zoning of the Properties Known as 672 Chestnut Street (02750-0193), WS Chestnut Street (02750-0191) and SS Waverly Street (12055-0021) from Residence B to Office A

Petitioner: YellowBrick, LLC
Address: 672 Chestnut Street, WS Chestnut Street & SS Waverly Street
Request: Residence B to Office A

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed 1st step and was referred to the Committee on Ordinances by a unanimous voice vote and the public hearing will be Monday, February 24, 2014.

ATTACHMENTS:

- 3159_672_Chestnut_St_2014_CC (PDF)

RESULT: RECEIVED 1ST STEP

Next: 2/24/2014 7:00 PM

8. Informational (ID # 2487)

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>

<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a unanimous voice vote.

ATTACHMENTS:

- WMECO & VERIZON REPORT - fountain street #6174 (DOC)
- WMECO & VERIZON PLAN - fountain street #6174 (PDF)

RESULT: RECEIVED THE REPORT - UNANIMOUS

9. Informational (ID # 2488)

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>

<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a unanimous voice vote.

ATTACHMENTS:

- WMECO REPORT - hughes street #6174 (DOC)
- WMECO PLAN - hughes street #6174 (PDF)

RESULT: RECEIVED THE REPORT - UNANIMOUS

10. Informational (ID # 2489)

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>

<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a unanimous voice vote.

ATTACHMENTS:

- WMECO REPORT - woodlawn street #6175 (DOC)
- WMECO PLAN - woodlawn street #6175 (PDF)

RESULT: RECEIVED THE REPORT - UNANIMOUS

11. Informational (ID # 2495)

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>

<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a unanimous voice vote.

ATTACHMENTS:

- WMECO & VERIZON REPORT - washington street #6176 (DOC)
- WMECO & VERIZON PLAN - washington street #6176 (PDF)

RESULT: RECEIVED THE REPORT - UNANIMOUS

IV. Reports of Committees**12. Committee Report (ID # 2521)**

Finance Committee Report

COMMENTS - Current Meeting:

The City Council Finance Committee met on February 3, 2014 (Councilors Rooke, Concepcion and Shea) and Councilor Rooke gave a verbal report stating that the Committee had met with the Finance team and department heads relative to orders,

grants and donations and had reviewed all the orders, grants and donations on the agenda and had recommended approval of all the matters. Council received the Report by a unanimous voice vote.

RESULT: RECEIVED REPORT

Report from Maintenance and Development Committee

The City Council Maintenance and Development Committee met on February 3, 2014 (Councilors Walsh, Allen and Ramos) and Councilor Walsh gave a verbal report stating that the Committee had met with the Pat Sullivan and Superintendent Dan Warwick to discuss the filing of 18 Statements of Interest with the Superintendent of Schools, working with the Facilities Department, wishes to submit eighteen (18) Statements of Interest to the Massachusetts School Building Authority (MSBA) in an effort to secure funding for repairs and improvements at the following schools: Balliet Elementary; Balliet Middle School; Brunton Elementary; Chestnut Accelerated Middle School; Dorman School; Glenwood Elementary; Kennedy Middle School; Kensington Avenue Elementary; Liberty School; Lynch Elementary; STEM Middle School; Sumner Avenue Elementary; Talmadge Elementary; Van Sickle Middle School; Walsh Elementary; Zanetti Montessori Magnet School; Brightwood School; and Homer Street School; and had recommended approval of all the Statement of Interest. Council received the Report by a unanimous voice vote.

Report from New Revenue Committee

The City Council New Revenue Committee met on February 3, 2014 (Councilors Allen, Jack Wojick, Bob McCollum, Russell Selig, Ray Berry, Melinda Grawlik, and Attorney James Channings met with Pat Burns, City Comptroller to discuss what revenue the City currently receives and how to increase the scope of revenue collected. Council received the Report by a unanimous voice vote.

V. Grants

13. Order (ID # 2518)

Springfield Council for Cultural & Community Affairs Donation - \$202,900

COMMENTS - Current Meeting:

Read and an explanation was given by Patrick Sullivan, Director of Parks, Building and Recreation Management stating that the grant was from Springfield Council for Cultural and Community Affairs, Inc. in the amount of \$202,900 to match the \$1 million grant from the State on behalf of the Park & Recreation Department for the construction of the Camp Star Angelina bath house and the Order passed by a unanimous voice vote.

ATTACHMENTS:

- SCCCA Check (PDF)
- SCCCA Donation (PDF)

RESULT: PASSED BY VOICE VOTE

14. Order (ID # 2509)

Library Trust Income - Second Quarter - \$167,215.73

COMMENTS - Current Meeting:

Read and an explanation was given by Molly Fogarty, Director of the Library Department stating that the grant was from Library Trust Income from the Springfield Library Foundation 2nd quarter payment to be used to purchase library materials in the amount of \$167,215.73. Councilor Williams asked if this was money from the "Anne Curran" funds and Ms. Fogarty said no as it was 4 others trust and the Order passed by a unanimous voice vote.

ATTACHMENTS:

- Library 2nd Quarter Trust Income(PDF)
- Library Trust Income Grant Set-Up (DOC)

RESULT: PASSED BY VOICE VOTE

15. Order (ID # 2498)

Fire SAFE Grant - No Match Required \$14,404.00

COMMENTS - Current Meeting:

Read and the Council Passed the Order by a unanimous voice vote.

ATTACHMENTS:

- Fire SAFE Grant(PDF)
- Fire SAFE Grant Set-Up (PDF)

RESULT: PASSED BY VOICE VOTE

16. Order (ID # 2511)

Fire Donation - \$12,500

COMMENTS - Current Meeting:

Read and the Council Passed the Order by a unanimous voice vote.

ATTACHMENTS:

- Columbia Gas Donation (PDF)

RESULT: PASSED BY VOICE VOTE

17. Order (ID # 2493)

One Care Funding Grant - No Match Required \$12,500

COMMENTS - Current Meeting:

Read and the Council Passed the Order by a unanimous voice vote.

ATTACHMENTS:

- One Care Roll Out (PDF)
- Elder One Care Grant - \$12,500 (PDF)

RESULT: PASSED BY VOICE VOTE**18. Order (ID # 2492)**

One Care Grant - No Match Required - \$10,784.70

COMMENTS - Current Meeting:

Read and the Council Passed the Order by a unanimous voice vote.

ATTACHMENTS:

- One Care Billable (PDF)
- Elder Once Care Grant - \$10,784.70 (PDF)

RESULT: PASSED BY VOICE VOTE**19. Order (ID # 2503)**

Unaccompanied Homeless Youth Grant - \$4,750 No Match

COMMENTS - Current Meeting:

Read and the Council Passed the Order by a unanimous voice vote.

ATTACHMENTS:

- Homeless Youth Grant Award Letter (PDF)
- youth count grant (PDF)

RESULT: PASSED BY VOICE VOTE**20. Order (ID # 2494)**

Family Child Care Grant - No Match Required - \$3,700.00

COMMENTS - Current Meeting:

Read and the Council Passed the Order by a unanimous voice vote.

ATTACHMENTS:

- Library \$3,700 (DOC)
- Grant Set-Up Form Fam Child Care FY 2014 (DOC)

RESULT: PASSED BY VOICE VOTE**21. Order (ID # 2512)**

Springfield Women's Commission Donation - \$400

COMMENTS - Current Meeting:

Read and the Council Passed the Order by a unanimous voice vote.

ATTACHMENTS:

- Springfield Women's Commission (PDF)

RESULT: PASSED BY VOICE VOTE

22. Order (ID # 2496)

Fire Donation X3 - No Match Required \$130.00

COMMENTS - Current Meeting:

Read and the Council Passed the Order by a unanimous voice vote.

ATTACHMENTS:

- Fire Donation X3 \$130.00 (PDF)

RESULT: PASSED BY VOICE VOTE

23. Order (ID # 2491)

An Order Accepting a Gift of Personal Property from Vest-A-Dog

COMMENTS - Current Meeting:

Read and the Council Passed the Order by a unanimous voice vote.

ATTACHMENTS:

- vest a dog (PDF)

RESULT: PASSED BY VOICE VOTE

VI. General Business

(24.) ORD-2014-3 Board of Police Commissioners

AMENDING CHAPTER 16, OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED IS HEREBY FURTHER AMENDED BY ADDING ARTICLE XIX THERETO: BOARD OF POLICE COMMISSIONERS.

Chapter 16, of the Revised Ordinances of the City of Springfield, 1986, as amended, is hereby further amended by adding the following new Article XIX thereto:

Article XIX

BOARD OF POLICE COMMISSIONERS

Sections:

Section 59Established--Appointment and number of board.
Section 60Terms of office.
Section 61Qualifications of members.
Section 62Filling vacancies-Compensation.

Section 63 Rules of government-Chairperson.

Section 64 Powers of mayor to be exercised by board.

Section 65 Management and control of members and signal system.

Section 66 Rules for maintenance of department.

Section 67 Absences from department.

Section 68 Adoption of rules and regulations for government and discipline.

Section 69 Monthly meetings;--Annual estimate of necessary maintenance--Accounting for expenditures.

Section 59 Established-Appointment and number of board. A board of police commissioners is established. Such board shall consist of five (5) persons who shall be appointed by the mayor.

Section 60 Terms of office. A. The first and second appointees to the board shall serve three (3) year terms. The third and fourth appointees to the board shall serve two (2) year terms and the fifth appointee to the board shall serve a one (1) year term.

B. Annually thereafter appointees to the board shall serve three (3) year terms. Each term shall expire on the first Monday in April in the year the term expires. Members may serve on the board of police commissioners beyond the expiration of his/her term until his/her successor is appointed.

Section 61 Qualifications of members. A. No person shall be appointed a member of such board who has not been a resident of the city for at least three (3) years next prior to his/her appointment, who is a member of the city council, an employee of city, or who holds any municipal or political office for which he receives compensation.

B. Removal from the city, membership in the city council or the holding of any such public office shall automatically vacate the office of a member of such board.

Section 62 Filling vacancies--Compensation. A. Vacancy in such board shall be filled in the manner of an original appointment within thirty (30) days from its occurrence. The members of such board shall serve without compensation.

Section 63 Rules of government--Chairperson. The board of police commissioners may make rules for the government of its procedure. It shall choose one (1) of its members to be chairperson and may prescribe the length of his/her term.

Section 64 Powers of mayor to be exercised by board. The powers and duties vested in the mayor and the city council by chapter 244 of the Acts of 1909 shall be exercised and performed by the board of police commissioners.

Section 65 Management and control of members and signal system. The board of police commissioners shall, subject to the provisions of

this chapter, have the appointment, management and control of the members and employees of the police department and of the superintendent of the police signal system.

Section 66 Rules for maintenance of department. The board of police commissioners shall make such lawful rules for the maintenance of the police department, including the regulation, government and discipline of such members and employees, and for the direction and control of those having charge of such signal system, including employees thereof, as it deems wise and proper.

Section 67 Absences from department. The board of Police commissioners shall have the power to examine into absences of members and employees of the department, other than those allowed by law or ordinance, and may approve or disapprove the payment of salary for the period of any absences.

Section 68 Adoption of rules and regulations for government and discipline. The rules and regulations for the government and discipline of the police department as adopted and promulgated by the former board of police commissioners in the year 1939 with all amendments thereto, a copy of which rules and regulations and amendments thereto, duly attested, is on file with the city clerk, are adopted as and shall continue to be the lawful rules for the maintenance of the police department, and for the regulation, government and discipline of all members and employees thereof, until the adoption and promulgation of rules and regulations as heretofore provided.

Section 69 Monthly meetings-Annual estimate of necessary maintenance-Accounting for expenditures. A. The board of police commissioners shall meet at least once a month and shall annually in the month of January prepare and communicate to the mayor an estimate of the amount of money necessary for the maintenance and use of the department for the then current fiscal year, itemized as the mayor may require.

B. It shall keep or cause to be kept an accurate and detailed account of all expenditures of the police department, and annually in the month of January shall render to the city council an itemized and exact account of the same.

Approved as to form*:

Anthony Ivan Wilson
Associate City Solicitor

* This proposed ordinance effectively restores the Board of Police Commissioners ordinance that was in contained Chapter 2.58 of the Revised Ordinances of the City of Springfield, 1986 as amended.

Chapter 2.58 was amended by the Springfield Financial Control Board on August 5, 2005, when the Board of Police Commissioners was abolished and the position of Police Commissioner was enacted. Should the Council act favorably on this ordinance then it should also amend Article XIII of Chapter 67 of the Revised Ordinances of the City of Springfield, 1986 as amended.

RESULT: REFERRED TO COMMITTEE**Next: 3/3/2014 7:00 PM****COMMENTS - Current Meeting:**

Read and Councilor Hurst said he had some concerns (1) no qualifications for members; (2) who's responsible for management and control of employees; (3) meeting once a month; (4) get a legal opinion from Law Department before proceeding which was seconded by Councilor Shea. Councilor Shea said that he would like for the Ordinance to go to committee so the issues could be hatched out and was seconded by Councilor Luna. Councilor Williams said that he hopes that the Council would at least take 1st step before a legal opinion or going to committee and by the way of history there has always been a Police Commission since Plan A Charter in 1961 as peoples all over the City wants this change as well as rank & file in Police Department and we need to put the power back into the hands of ordinary citizens that lives all over the City. Councilor Twiggs said that the Council has the authority to pass an Ordinance to establish a Police Commission and how can one person do more than 5 peoples running the department and the Ordinance should go to committee and not to the Law Department for an opinion. Councilor Ramos said the he in favor of Police Commission but the Council benefit from an opinion from the Law Department and an outside legal opinion. Councilor Walsh said she supports the revives of the Police Commission and she thinks it should go to committee to work out some of the details. Councilor Edwards said he supports the Ordinance and based on meetings across the City citizens wants a return to the Police Commission and with a Commission you would have more peoples to look at what happening in the City as opposes to one person no. Councilor Luna said she supports the Ordinance but you need peoples with qualifications. Councilor Ashe said as Chair of the Public Safety Committee he will have as many meetings as necessary and as quickly as possible to bring a report back before the full Council. Councilor Allen said there one thing missing in the discursion why the decision was made to get rid to the Police Commission and how has it worked out and to hear both side of the argument. Councilor Edwards said his concerns was what would stop the Mayor from appointing a new commissioner with a contract while the Ordinance was been discussed and asked Associate City Solicitor Anthony Wilson to explain. Associate City Solicitor Wilson said under the proposed Ordinance the position of Police Commissioner would be eliminated and the position of Chief would be created with Civil Service rights and no contract. Councilor Edwards asked if the Mayor appoints someone to the position before the passing of the new proposed Ordinance how would that affect the person appointed by the Mayor and Associate City Solicitor Wilson said that would put the City in potential litigation. Councilor Allen said the Council the worse case scenario would be for the Mayor to appoint someone before the process plays out. Councilor Rooke said that the Council should read the "Barracker Report" which detailed the reason for going

from Police Chief to Police Commissioner and Councilor Rooke said that lest involvements of citizens in a "paramilitary" operation the better and the Report said to add a "citizen review board" and when the City added 100 additional officers the crime was reduced by only 3% at cost of \$5 million per year. Councilor Hurst made a motion to request a legal opinion for Law Department and was seconded by Councilor Shea. Councilor Shea made a motion to refer to Public Health and Safety Committee and was seconded by Councilor Luna.

Motion To: Motion to Request Legal Opinion from Law Department

COMMENTS - Current Meeting:

Councilor Hurst made a motion to request a legal opinion for Law Department and was seconded by Councilor Shea relative to the powers cite in section 63 of the proposed Ordinance and the Motion passed by the following roll call vote.

RESULT:	ADOPTED [7 TO 6]
MOVER:	Justin Hurst, At Large Councilor
SECONDER:	Kenneth E. Shea, Ward 6 Councilor
AYES:	Luna, Shea, Walsh, Ramos, Rooke, Hurst, Ashe
NAYS:	Concepcion, Twiggs, Edwards, Williams, Allen, Fenton

Motion To: Motion to Refer to the Public Health and Safety Committee

COMMENTS - Current Meeting:

Councilor Shea made a motion to refer to Public Health and Safety Committee and was seconded by Councilor Luna and the Motion passed by the following roll call vote.

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RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Zaida Luna, Ward 1 Councilor
AYES:	Luna, Concepcion, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton

(25.) ORD-2014-4 Chapter 270 Pawnbrokers and Junk Dealers

Chapter 270 Pawnbrokers and Junk Dealers

ORD. NO. _____

AN ORDINANCE TO AMEND the Code of the City of Springfield, Chapter 270 thereof, entitled Pawnbrokers and Junk Dealers, by repealing and amending the following sections:

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

Section 1. Section 1 of Chapter 270, Pawnbroker's Licenses, fee, of the Code of the City of Springfield , is hereby amended to read as follows:

- A. The Police Department may license suitable persons to carry on the business of pawnbrokers in this City, pursuant to the provisions of Chapter **140** of the General

Laws. Upon application or license renewal of all persons involved in secondhand dealer or as a pawnbroker shall submit to a CORI check of their criminal history. The Police Commissioner or his designee shall determine the suitability of the applicant and/or employees of the applicant.

B. The fee for such license shall be \$200.

Section 2. Section 2 of Chapter 270, Junk and secondhand dealer's licenses, of the Code of the City of Springfield, is hereby amended to read as follows:

No person, firm, or corporation shall engage in the business of operating a shop for the purchase, sale or barter of secondhand articles without obtaining a license thereof and complying with the terms of this section. The Police Department may license suitable persons to be collectors of, dealers in or keepers of shops for the purchase, sale or barter of junk, old metal or secondhand articles, pursuant to the provisions of Chapter **140** of the General Laws.

Section 3. Section 3 of Chapter 270, Records of purchases, of the Code of the City of Springfield, is hereby amended to read as follows:

- A. Every keeper of a shop for the purchase, sale or barter of junk, old metal or secondhand articles and every pawnbroker within the limits of this City shall keep an electronic record in which shall be written, at the time of every purchase or upon the receipt of any article, a description thereof, which shall include, but shall not be limited to, all distinguishing marks, etchings, engravings, model names, model numbers and serial numbers. The full name (first and last), date of birth, license or state/government ID number and residence of the person from whom, and the day and hour when, such purchase or receipt was made, and such electronic record shall at all times be open to the inspection of officers of the Police Department and of any person authorized to make such inspection.
- B. The license holder shall photograph any and all jewelry items pawned, sold, pledged, or otherwise deposited with the license holder. The required photo shall be clear and such quality that the item(s) shall be clearly identified. The photographs shall be stored in a digitized format and the image must be retrievable and a clear copy provided to police upon request. The above described photos shall be maintained by the license holder for a minimum of three years
- C. Every license holder shall allow a representative of the New England State Police Information Network (NESPIN) to enter his shop and install the software necessary on the shopkeepers computing device to allow the shopkeeper to electronically transmit a record of his/her transactions. Before the first hour of every business day, post meridian,

every shopkeeper shall transmit a record of his/her transactions from the prior day. The record transmitted must include the information included in section 270-3(A) and (B) of this ordinance.

- D. The license holder shall accurately describe all items pawned, sold, or pledged with the license holder. This description shall include, but shall not be limited to, all distinguishing marks, etchings, engravings, model names, model numbers and serial numbers. Any jewelry with an affiliation to any institution or organization shall include the name of said institution or organization, year, and inscribed initials if any. Any and all descriptions of items of jewelry shall include the material, size (if applicable), weight, length, shape, and color. Descriptions of coins, stamps, collectible cards, autographed items, figurines, or other collectible of any description shall include any identifying features such as the name of the items, date, denomination, color, size, brand name, vintage or image represented. All items pledged, sold, or pawned with the license holder must remain intact, (i.e. precious stones in jewelry or data on electronic devices) until such time that they may legally change ownership.
- E. The license holder shall photograph the customer making the transaction with the license holder, along with a photograph of the required customer license or state/government issued ID. The required photographs shall be clear and such quality that the customer and required license or state/government issued ID is clearly identifiable. This information shall be maintained according to 270-3(C).
- F. Dealers in secondhand books, clothing and furniture excepted. Persons who do not buy or sell secondhand articles except books, clothing or furniture shall be exempt from the provisions of Subsection **E**.

Section 4. Section 6 of Chapter 270, Dealing with minors, of the Code of the City of Springfield, is hereby amended to read as follows:

No keeper of a junk shop, second hand dealer, or pawnshop and no junk collector shall, directly or indirectly, either purchase or receive by way of barter or exchange any junk, old metal or secondhand articles of a minor knowingly or having reason to believe him to be such.

Section 5. Section 7 of Chapter 270, Time period for holding articles prior to resale, of the Code of the City of Springfield, is hereby amended to read as follows:

- A. No article purchased or received by the keeper of a pawn shop or second hand dealer shall be sold until at least 30 days from the date of its purchase or receipt have elapsed. The article shall be kept in an unaltered condition for the required time

period. For the purposes of this section, "unaltered condition" means that the item or article shall be kept in the same condition it was in at the time it was brought into the shop by the seller.

- B. Dealers in secondhand books, clothing and furniture excepted. Persons who do not buy or sell secondhand articles except books, clothing or furniture shall be exempt from the provisions of Subsection.

Section 6. Section 8 of Chapter 270, Hours of business for junk shops or second hand dealers, of the Code of the City of Springfield, is hereby amended to read as follows:

pawn shops and second hand dealers shall be closed except between the hours of 7:00 a.m. and 9:00 p.m. of each weekday, and no keeper thereof and no junk collector shall purchase any junk, old metal or secondhand articles except during such hours. Any shop wishing to open on Saturday must receive written permission from the Police Commissioner or his designee. All pawn shops and second hand dealers must maintain regular business hours.

Section 6. Section 10 of Chapter 270, Purchase of certain items prohibited; violations and penalties, of the Code of the City of Springfield, is hereby amended include subsection "D" which is to read as follows:

- G. Violations of any section of Chapter 270 may result in a fine of not less than \$300, suspension of license, or revocation of license.

RESULT:	SECOND & THIRD STEPS [11 TO 2]
MOVER:	Thomas M. Ashe, At-Large Councilor
SECONDER:	Kenneth E. Shea, Ward 6 Councilor
AYES:	Luna, Twiggs, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
NAYS:	Clodo Concepcion, Kateri B. Walsh

COMMENTS - Current Meeting:

Read for 1st time on January 13, 2014 and Councilor Ashe asked that item 16 be taken out of order and that Captain Trite of the Springfield Police Department be allowed to speak to explain the amendments to the new proposed Pawnbroker and Junk Dealers Ordinance and the amendments was submitted to the Clerk. (Amendment attached to Pawnbrokers Ordinance). Captain Trite stated that the purpose of the police department licensing suitable persons to carry on the business of pawnbrokers and secondhand dealers in this City. Upon application or license renewal of all persons involved in secondhand dealer or as a pawnbroker shall submit to a CORI check of their criminal history. The police

commissioner or his designee shall determine the suitability of the applicant and/or employees of the applicant pursuant to provisions of Chapter 140 of the General Laws including electronic records, state/government issued ID's of the person pawning the item, photos of items pawned, allow representatives from New England States Police to install software to report transactions, items pawned shall be held for 30 days, exempting secondhand dealers selling books, clothing or furniture. The Ordinance also set hours of operation, licensing fee and fines.

Councilor Ashe made a motion to accept the amendments as read and was seconded by Councilor Twiggs and said Motion to Amend passed by a majority voice vote with Councilors Concepcion and Rooke voting no.

The Ordinance then passed 1st step and was referred to the Committee on Ordinance by a majority voice vote with Councilors Concepcion, Walsh and Rooke voting no.

Read for a second time on February 3, 2014 and passed 2nd step and was referred to the Committee on Enrollment by a majority voice vote with Councilors Concepcion, Walsh and Rooke voting no.

The Committee on Enrollment met on February 3, 2014 and found the Ordinance to be correctly enrolled and the Ordinance passed by the following roll call vote.

ATTACHMENTS:

- Pawnbroker Amendments (PDF)

26. Order (ID # 2517)

Mary Troy Park Appropriation Order

COMMENTS - Current Meeting:

Read and an explanation was given by Patrick Sullivan, Director of Parks, Building and Recreation Management stating that the order is to appropriate \$200,000 in Community Development funds and \$200,000 in City funds to be reimbursed by the Executive Office of Energy and Environmental Affairs Parkland Acquisitions and Renovations for Communities Grant Program on behalf of the Park & Recreation Department for the park purposes of creation the Mary Troy Park and the Order passed by the following roll call vote.

ATTACHMENTS:

- CityCouncil.Vote Language.MTP - UPDATED (DOC)
- Mary Troy Park Commission (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Clodo Concepcion, Ward 5 Councilor
SECONDER:	Zaida Luna, Ward 1 Councilor
AYES:	Luna, Concepcion, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton

(27.) ORD-2014-5 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).

RESULT:	SECOND & THIRD STEPS [UNANIMOUS]
MOVER:	Timothy J. Rooke, At-Large Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Concepcion, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton

COMMENTS - Current Meeting:

Read on November 18, 2014 and Councilor Rooke was absent so the matter was referred to committee without a vote

Read on December 16, 2013 and an explanation was given by Councilor Rooke that the Ordinance is to prevent any one from operate, maintain, repair, or winterize an out-board or in-board boat motor in the City except in those area designated by the City Council and the Ordinance passed 1st step by a majority voice vote with Councilor Zaida Luna absent and was referred to the Committee on Ordinances.

Read for second time January 13, 2014 and Passed 2nd step and was referred to the Committee on Enrollment by a unanimous voice vote.

The Committee on Enrollment met on February 3, 2014 and found the Ordinance to be correctly enrolled and the Ordinance passed by the following roll call vote.

(28.) ORD-2014-6 Order Amending the School Building Commission Ordinance to Add Two Voting Members

Amendment to School Building Commission Ordinance

WHEREAS, the School Building Commission, which oversees all school building projects estimated to cost in excess of \$3 million dollars, currently consists of seven (7) voting members, including three (3) persons appointed by the Mayor, the City Council President or designee, the Vice Chair of the School Committee or their designee, the Director of Facilities Management, and the Code Enforcement Commissioner, pursuant to City Ordinance Chapter 16, Section 16-28 (see copy attached hereto as Exhibit A); and

WHEREAS, the Superintendent of Schools currently serves as a non-voting member of the School Building Commission pursuant to Chapter 16, Section 16-28 (C); and

WHEREAS, the City is requesting to expand the number of members on the School Building Commission to make the Superintendent of Schools or their designee, and the Chief Administrative and Financial Officer (CAFO) or their designee, voting members, due to the impact of the Commission's decisions on the Springfield Public Schools, and the significant financial impact of these projects on the City;

NOW THEREFORE, The City Council hereby approves and enacts an amendment to Article XI of the Ordinances of the City of Springfield, entitled **BOARDS, COMMISSIONS AND COMMITTEES, Chapter 16, School Building Commission**, by deleting section 16-28, and substituting a new section 16-28, as set forth below:.

Section 1. Section 16-28 of Article XI of Chapter 16 is hereby amended by deleting the current section 16-28, and replacing it with a new section 16-28, as follows:

"Section 16-28. Composition and Compensation.

- A. The City School Building Commission shall consist of nine (9) voting members, of which three are appointed by the Mayor, who shall serve at the pleasure of the Mayor, and will continue to serve until a successor is appointed. One voting member shall be the City Council President or designee, and one voting member shall be the Vice Chairperson of the School Committee or designee. All members so appointed shall be residents of the City. The Mayor shall designate the Chairperson of the School Building Commission.
- B. The Director of Facilities Management, the Code Enforcement Commissioner, the Chief Administrative and Financial Officer or designee, and the Superintendent of Schools or designee, shall each be voting members of the City School Building Commission.
- C. All members of the City School Building Commission shall serve without receiving compensation."

RESULT:	FIRST STEP	Next: 3/3/2014 7:00 PM
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COMMENTS - Current Meeting:

Read for 1st time and an explanation was given by T J Plante, CAFO stating that the Ordinance was to expand the number of members on the School Building Commission to make the Superintendent of Schools or their designee, and the Chief Administrative and Financial Officer (CAFO) or their designee, voting members, due to the impact of the Commission's decisions on the Springfield Public Schools, and the significant financial impact of these projects on the City and was referred to the Committee on Ordinances by a unanimous voice vote

ATTACHMENTS:

- Exhibit A, Existing School Building Commission Ordinance (PDF)

29. Order (ID # 2513)

Order Authorizing Mayor to Execute Release Deed to SRA to Resolve Title Issue Involving 44 Spruce St.

COMMENTS - Current Meeting:

Read and an explanation was given by Melvyn Altman, Associate City Solicitor that the property is under contract for sale to DevelopSpringfield Corporation for \$4,700 and to resolve a title issue the Release Deed in necessary to conveyed clear title and the Order passed by the following roll call vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Melvin A. Edwards, Ward 3 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Concepcion, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton

30. Order (ID # 2516)

Appropriation Order for Mount Carmel School Eminent Domain Taking, \$2,643,373.00

COMMENTS - Current Meeting:

Read and an explanation was given by T J Plante, CAFO, Kathy Breck, Deputy City Solicitor and Patrick Sullivan, Director of Parks, Building and Recreation Management that the order is to appropriate \$2,643,373 to purchase the building, real estate, personal property, furniture and equipment from the Roman Catholic Bishop of Springfield for educational purposes and Deputy Solicitor Breck requested that the Order be sent to committee to work out some technical issues and said request by a unanimous voice vote.

ATTACHMENTS:

- Exhibit a to Appropriation Order, Lease/Purchase Agreement for Mount Carmel School (PDF)

RESULT:	REFERRED TO COMMITTEE	Next: 3/3/2014 7:00 PM
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31. Order (ID # 2515)

Order of Taking of the Mount Carmel School Property, 36 Margaret Street for Municipal and Educational Purposes (Revised)

FINANCIAL IMPACT:

Order awards eminent domain taking damages of \$2,644,258 for the property, all personal property and classroom furniture, and equipment. There is a separate appropriation order for this amount also on the agenda.

COMMENTS - Current Meeting:

Read and an explanation was given by T J Plante, CAFO, Kathy Breck, Deputy City Solicitor and Patrick Sullivan, Director of Parks, Building and Recreation Management that the order of taking in the amount of \$2,643,373 to purchase the building, real estate, personal property, furniture and equipment from the Roman Catholic Bishop of Springfield for educational purposes and Deputy Solicitor Breck requested that the Order be sent to committee to work out some technical issues and said request by a unanimous voice vote.

ATTACHMENTS:

- Exhibits a through G to Order of Taking (PDF)
- Revised Exhibits to Mount Carmel Order of Taking, Please Use This Version (PDF)

RESULT:**REFERRED TO COMMITTEE****Next: 3/3/2014 7:00 PM****VII. Suspension of Rules****32. Order (ID # 2524)**

An Order Authorizing the Submission of Statements of Interest to the Mass. School Building Authority

COMMENTS - Current Meeting:

Read and Councilor Walsh gave an explanation that the Order is to file 18 Statements of Interest with the Superintendent of Schools, working with the Facilities Department, wishes to submit eighteen (18) Statements of Interest to the Massachusetts School Building Authority (MSBA) in an effort to secure funding for repairs and improvements at the following schools: Balliet Elementary; Balliet Middle School; Brunton Elementary; Chestnut Accelerated Middle School; Dorman School; Glenwood Elementary; Kennedy Middle School; Kensington Avenue Elementary; Liberty School; Lynch Elementary; STEM Middle School; Sumner Avenue Elementary; Talmadge Elementary; Van Sickle Middle School; Walsh Elementary; Zanetti Montessori Magnet School; Brightwood School; and Homer Street School; and had recommended approval of all the Statement of Interest and Order passed authoring the filing of the Statement of Interest by the following roll call vote.

ATTACHMENTS:

- MSBA Statements of Interest (18) 1-30-14 (PDF)

RESULT:**ADOPTED [UNANIMOUS]****MOVER:**

Clodo Concepcion, Ward 5 Councilor

SECONDER:

Kateri B. Walsh, Vice President - At-Large Councilor

AYES:

Luna, Concepcion, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton



City of Springfield

ADOPTED

2.2

Meeting: 02/03/14 07:00 PM

Initiator: Pat Burns

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2510

December Revenue Vs. Expenditure Report (Mayor Sarno)

RESULT: RECEIVE REPORT

Statement of Revenues and Other Sources,
and Expenditures and Other Uses
Budget and Actual - General Fund

For the period ended
12/31/13

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	\$ 166,645,492	\$ 81,721,538	\$ (84,923,954)	49%
Real Estate & Personal Property Taxes - Tax Liens	-	1,685,707	1,685,707	0%
Motor Vehicle Excise	8,800,000	1,638,221	(7,161,779)	19%
Penalties, interest and other taxes	5,054,500	1,588,234	(3,466,266)	31%
Charges for Services	13,549,000	7,973,906	(5,575,095)	59%
Intergovernmental	338,720,957	168,353,573	(170,367,384)	50%
MSBA Payments	15,987,228	11,196,414	(4,790,814)	70%
Licenses and Permits	4,635,740	2,726,733	(1,909,007)	59%
Fines and Forfeits	339,250	187,789	(151,461)	55%
Interest earned on Investments	1,185,179	742,246	(442,933)	63%
Miscellaneous	5,368,818	1,669,484	(3,699,334)	31%
FY 2013 Net School Spending Shortfall (a.)	27,374,666	27,374,666	-	100%
Stabilization Reserves	7,350,000	7,350,000	-	100%
Other Financing Sources	4,295,020	4,295,020	-	100%
Total Revenues and Other Sources	599,305,850	318,503,530	(280,802,321)	53%

Expenditures and Other Uses:

General government	19,810,327	11,137,443	8,672,884	56%
Public safety				
Police	38,776,603	19,481,685	19,294,918	50%
Fire	19,486,362	9,484,151	10,002,211	49%
Centralized Dispatch	1,738,594	546,503	1,192,091	31%
Other	3,396,166	1,869,498	1,526,668	55%
Health and Welfare	5,167,721	2,491,568	2,676,154	48%
Public works	10,227,390	6,905,443	3,321,947	68%
Education	385,243,389	173,611,560	211,631,829	45%
Culture and recreation	11,697,811	6,781,233	4,916,578	58%
Pension and fringe	53,111,269	39,346,384	13,764,885	74%
State and district assessments	3,245,637	1,681,099	1,564,538	52%
Debt Service	40,759,110	34,419,004	6,340,106	84%
Pay as you go Capital	2,113,020	661,480	1,451,540	31%
Other Financing Use - Trash Enterprise Supplement	4,532,450	4,532,450	-	100%
Total Expenditures and Other Uses	599,305,850	312,949,503	286,356,348	52%

Excess (deficiency) of revenues
and other sources over
expenditures and other uses

\$	-	\$	5,554,027	\$	5,554,027
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(a.) The FY 2013 Net School Spending Requirement shortfall must be appropriated in the School Budget pursuant to Chapter 70. Section 11 of the Education Reform Act of 1993.

CITY OF SPRINGFIELD, MASSACHUSETTS
Budget and Actual - General Fund
Expenditures and Encumbrances
For the period ended
12/31/13

Expenditures and Other Uses:	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	19,872,315	(61,988)	19,810,327	8,714,264	2,423,179	8,672,884	56%
Public safety							
Police	38,776,603	-	38,776,603	19,011,807	469,878	19,294,918	50%
Fire	19,486,362	-	19,486,362	9,208,576	275,575	10,002,211	49%
Centralized Dispatch	1,738,594	-	1,738,594	545,911	592	1,192,091	31%
Other	3,297,832	98,334	3,396,166	1,439,903	429,595	1,526,668	55%
Health and Welfare	5,169,721	(2,000)	5,167,721	2,447,395	44,172	2,676,154	48%
Public works	10,227,390	-	10,227,390	6,353,089	552,355	3,321,947	68%
Education	357,868,723	27,374,666	385,243,389	145,776,980	27,834,581	211,631,829	45%
Culture and recreation	11,697,811	-	11,697,811	5,650,510	1,130,723	4,916,578	58%
Pension and fringe	53,111,269	-	53,111,269	39,016,384	330,000	13,764,885	74%
State and district assessments	3,245,637	-	3,245,637	1,598,180	82,919	1,564,538	52%
Debt Service	40,759,110	-	40,759,110	34,419,004	-	6,340,106	84%
Pay as you go Capital	2,095,020	18,000	2,113,020	145,299	516,181	1,451,540	31%
Other Financing Use - Trash Enterprise Supplement	4,532,450	-	4,532,450	4,532,450	-	-	100%
Total Expenditures and Other Uses	571,878,836	27,427,012	599,305,850	278,859,752	34,089,750	286,356,348	52%



City of Springfield

ADOPTED

Meeting: 02/03/14 07:00 PM
Initiator: Wayman Lee
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2501

2.3

Confirmation of Andrew Cade - License Commission (Mayor Sarno)

This is to notify you that the appointments by the Mayor of **Andrew R. Cade** on December 18, 2013 to serve as members of the **Springfield License Commission** until the 1st Monday in January, 2019.

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



City of Springfield

ADOPTED

Meeting: 02/03/14 07:00 PM
Initiator: Wayman Lee
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2502

2.4

Confirmation of Jose Claudio - License Commission (Mayor Sarno)

This is to notify you that the appointments by the Mayor of **Jose Claudio** on December 18, 2013 to serve as members of the **Springfield License Commission** until the 1st Monday in January, 2019.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	E. Henry Twiggs, Ward 4 Councilor
SECONDER:	Orlando Ramos, Ward 8 Councilor
AYES:	Luna, Concepcion, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton

REPORT TO CITY COUNCIL**ZONE CHANGE HEARING****PLOT and SECTION#: #3158 Section 47****DATE: February 3, 2014**

To the Honorable Mayor and City Council of the City of Springfield, Massachusetts, the Planning Board submits the following report on the Zone Change Petition, which was referred to the Board for its recommendation:

Petitioner: YMM Services, Inc.

Address: 136 Walnut Street (11952-0035)

Request: Com A to Bus B

RECOMMENDATION: Recommend

RESULT:	ADOPTED [10 TO 0]
MOVER:	Melvin A. Edwards, Ward 3 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Concepcion, Twiggs, Shea, Edwards, Williams, Ramos, Allen, Hurst, Fenton
ABSENT:	Kateri B. Walsh, Timothy J. Rooke, Thomas M. Ashe

Respectfully Submitted,

Barbara Footit, Board Clerk

AMENDING SECTION 49 OF THE BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled “An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City”, text enacted, April 21, 1971, as amended, is hereby further amended by changing from the zoning on **Plot ##3158 Section 47, Section Recommend** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked “**Recommend Building Zone Map of the City of Springfield.**”

Approved as to Form:

Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on February 3, 2014, regarding the above Ordinance amendment.

Kerry Dietz, Chairperson

**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
ANALYSIS FOR A ZONE CHANGE**

**136 WALNUT STREET (11952-0035)
COMMERCIAL A TO BUSINESS B**

GENERAL INFORMATION

Applicant:	YMM Services, Inc.
Request:	Commercial A to Business B
Location:	136 Walnut Street
Parcel Size:	11,321 s.f.
Purpose:	Motor vehicle repairs.
Surrounding Land Use and Zoning:	The property is located in the Six Corners neighborhood. This site is located in an area with a mix of commercial and residential uses. The surrounding land uses include: To the north is Barrows Park zoned Open Space. To the south is Springfield Cemetery zoned Residence B. To the east is a restaurant zoned Business A. To the west are vacant land and a two-family house zoned Business A and Residence B.
Comprehensive/Neighborhood Plan:	The Six Corners Neighborhood Plan shows no changes to this area.
Site Visit:	12-30-13
Urban Renewal Plan:	This parcel is not located within an urban renewal district.
Neighborhood Council Notification:	Maple High/Six Corners Neighborhood Council: 12-24-13
Planning Board Hearing Date:	1-8-14

SPECIAL INFORMATION

Traffic & Parking:	N/A
Physical Characteristics:	N/A
Other Notes:	N/A

ANALYSIS

The petitioner has requested to change the zoning of the property known as 136 Walnut Street from Commercial A to Business B. The site is currently vacant and is planned to be used for motor vehicle repairs in conjunction with the petitioner's existing taxi business.

The property known as 136 Walnut Street is currently owned by the City of Springfield as it was taken through the tax title process. A Request for Proposals (RFP) was issued by the City and YMM Services, Inc.

was chosen as the preferred developer. As noted above, the petitioner intends to use the property for the maintenance of taxis used for the petitioner's existing taxi business.

While the staff is always apprehensive in the re-zoning of property to Business B, especially in areas where other Business B zoning does not exist, being that this is a City owned parcel, a number of re-use controls can be used to limit the uses that will normally be allowed to operate at this location under the Business B zoning. For instance, a deed restriction will be placed on the property, at the time the parcel is



transferred, that will state that this parcel can only be used for motor vehicle repairs. Other uses allowed under the Business B zoning (i.e. used car sales, auto body, light industrial uses, etc.) will be specifically prohibited.

Further, as part of the review for the RFP, the staff has requested that a number of improvements be made to the property including the removal of the existing chain link fencing along both Pine and Walnut Streets and have this replaced with a new, black aluminum, ornamental fence. Upgrades to the existing building will also be completed.

It should be noted that in addition to the zone change, a special permit will also need to be obtained.

RECOMMENDATION

Approve.



SCALE: 10 FT. DATE: 10-17-13

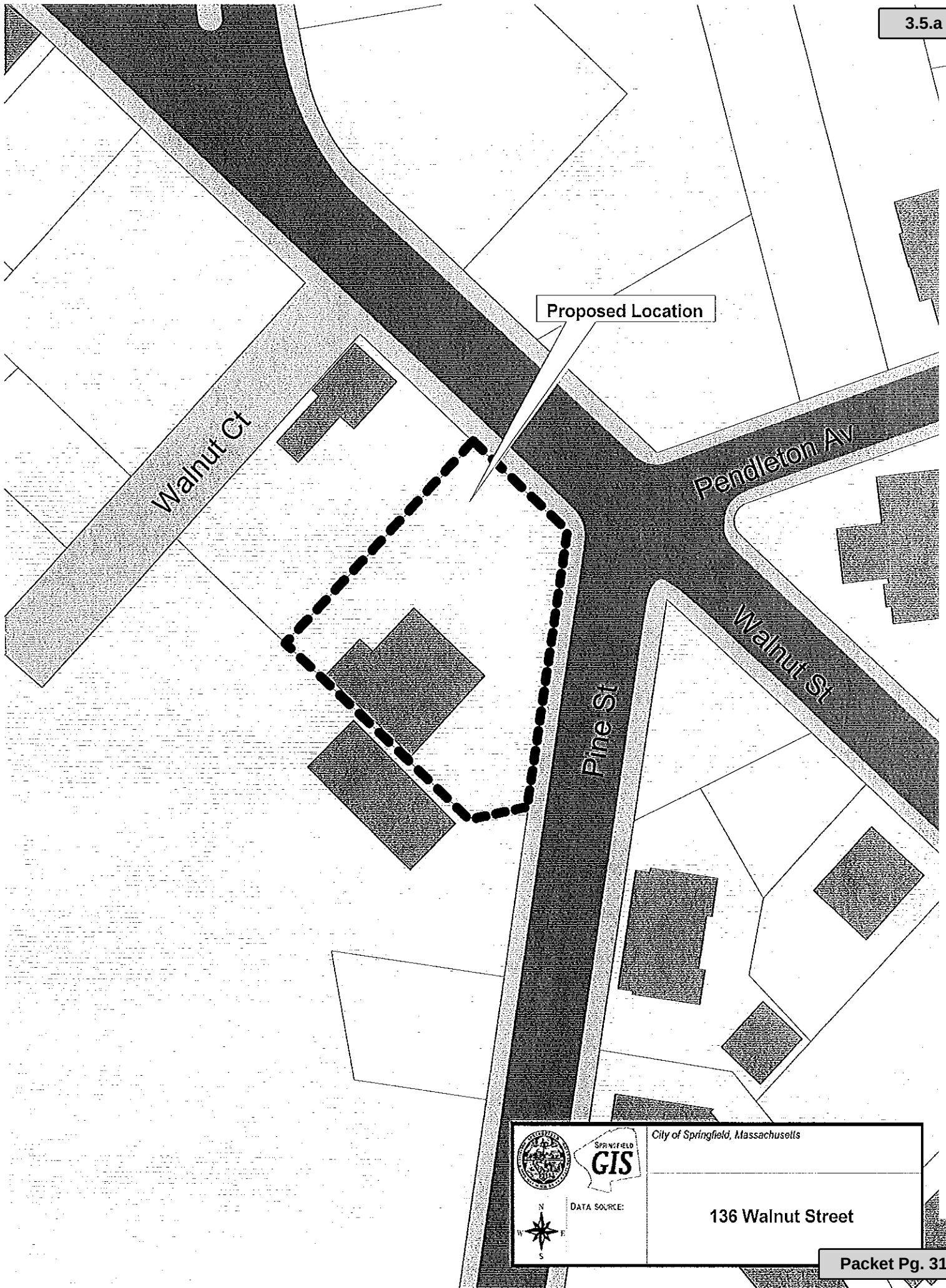
ARL BALDWIN ST., CAET LONGMEADOW, MA 01106
(415) 625-8000 FAX: (415) 625-8001 WWW.CALPASSPORTS.COM



PINE STREET

136 WALNUT STREET
PINE STREET
SPRINGFIELD, MA.

OWNED BY :



Attachment: 3158_136_Walnut_St_2014_CC (Z-2014-4 : 136 Walnut Street)

 SPRINGFIELD GIS DATA SOURCE: 	City of Springfield, Massachusetts 136 Walnut Street
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CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FOURTEEN

AN ORDINANCE

AMENDING SECTION 47 OF THE BUILDING ZONE MAP

Be it ordained by the City Council of the City of Springfield as follows:

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by changing from **Commercial A** to **Business B** the zoning on **Plot #3158, Section 47** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked "**Section 47 Building Zone Map of the City of Springfield.**"

Approved as to Form:

Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on January 8, 2014 regarding the above Ordinance amendment.

1 Person(s) appeared in favor, and 0 Person(s) appeared in opposition.

Katie Stebbins, Chairperson



CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FOURTEEN

AN ORDINANCE

AMENDING SECTION 47 BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by changing from **Commercial A** to **Business B** the zoning on Plot #3158, Section 47 of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked "**Section 47 Building Zone Map of the City of Springfield.**"

**REPORT TO CITY COUNCIL
ZONE CHANGE HEARING**

PETITION: #3158
SECTION: 47

DATE: January 9, 2014

To the Honorable Mayor and City Council of the City of Springfield, Massachusetts, the Planning Board submits the following report on the Zone Change Petition, which was referred to the Board for its recommendation:

PETITIONER: YMM Services, Inc.

ADDRESS: 136 Walnut Street (11952-0035)

CHANGE REQUESTED: Proposed zone change from Commercial A to Business B

PETITIONER'S PURPOSE STATEMENT: Motor vehicle repairs.

DATE OF PUBLIC HEARING: January 8, 2014

DATE OF FINAL DECISION: January 8, 2014

BOARD MEMBERS PRESENT and COUNT: (6) Mr. Daniele, Ms. DeFillipo, Mr. Cignoli, Mr. Florian Ms. Morin, Mr. Swan

FINAL MOTION: APPROVE

IN FAVOR: (5) Mr. Daniele, Ms. DeFillipo, Mr. Cignoli, Mr. Florian, Mr. Swan

OPPOSED: (0)

ABSTAINED: (1) Ms. Morin

RECOMMENDATION: APPROVE

Respectfully Submitted,



Katie Stebbins, Chairperson

Attachment: 3158 136 Walnut St 2014 CC (Z-2014-4 : 136 Walnut Street)

REPORT TO CITY COUNCIL

ZONE CHANGE HEARING

PLOT and SECTION#: City Wide

DATE: February 3, 2014

To the Honorable Mayor and City Council of the City of Springfield, Massachusetts, the Planning Board submits the following report on the Zone Change Petition, which was referred to the Board for its recommendation:

Petitioner: Springfield Planning Board
Address: City Wide
Request: See Above

RECOMMENDATION: Recommend

RESULT:	ADOPTED [9 TO 1]
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Timothy C. Allen, Ward 7 Councilor
AYES:	Luna, Twiggs, Shea, Edwards, Williams, Ramos, Allen, Hurst, Fenton
NAYS:	Clodo Concepcion
ABSENT:	Kateri B. Walsh, Timothy J. Rooke, Thomas M. Ashe

Respectfully Submitted,

Barbara Footit, Board Clerk

AMENDING SECTION 49 OF THE BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled “An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City”, text enacted, April 21, 1971, as amended, is hereby further amended by changing from the zoning on **Plot #City Wide, Section Recommend** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked “**Recommend Building Zone Map of the City of Springfield.**”

Approved as to Form:

Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on February 3, 2014, regarding the above Ordinance amendment.

Kerry Dietz, Chairperson

OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
ANALYSIS FOR A ZONE CHANGE

**REGISTERED MARIJUANA DISPENSARY (RMD) &
OFF-SITE MEDICAL MARIJUANA DISPENSARY (OMMD)**

GENERAL INFORMATION

Petitioner:	Springfield Planning Board
Request:	The proposal is to amend Article 2, Section 2.2 and Article 4 including Section 4.7.100 – Medical Marijuana Dispensary and Off-Site Medical Marijuana Dispensary and Table 4-4.
Location:	City Wide
Parcel Size:	N/A
Purpose:	As stated under the “Purpose” statement of the proposed ordinance: It is recognized that the nature of the substance cultivated, processed, and/or sold by medical marijuana treatment centers and off-site medical marijuana dispensaries may have objectionable operational characteristics and should be located in such a way as to ensure the health, safety, and general well-being of the public as well as patients seeking treatment. The specific and separate regulation of REGISTERED MARIJUANA DISPENSARIES (hereafter referred to as a RMD) as Medical Marijuana Treatment Centers and OFF-SITE MEDICAL MARIJUANA DISPENSARY (hereafter referred to as an OMMD) facilities is necessary to advance these purposes and ensure that such facilities are not located within close proximity of minors and do not become concentrated in any one area within the City of Springfield.
Surrounding Land Use and Zoning:	N/A
Comprehensive/ Neighborhood Plan:	N/A
Tax Status:	N/A
Planning Board Hearing:	1-22-14

SPECIAL INFORMATION

Traffic & Parking:	n/a
Physical Characteristics:	n/a

Other Notes:

n/a

ANALYSIS

As the Planning Board/City Council is aware, the citizens of the Commonwealth of Massachusetts approved a state wide referendum legalizing the medical use of marijuana. The law allowing the use of medical marijuana became effective as of January 1, 2013.

As part of the legalization of medical marijuana, the City of Springfield enacted Interim Regulations for Medical Marijuana Treatment Centers in November 2013. Part of these interim regulations imposed a moratorium on this use until June 2014 or until such time superseding regulations were adopted. This moratorium was put into place in order to provide an opportunity to study the potential impacts on adjacent uses, on the general public health, safety and welfare and to develop zoning and/or other applicable regulations that appropriately address these considerations consistent with statewide regulations and procedures.

Concurrently, the Pioneer Valley Planning Commission (PVPC) took the lead in the creation of a "model" medical marijuana treatment bylaw/ordinance that could be used by communities throughout the Pioneer Valley which are facing similar concerns. The work on this new ordinance began back on July of 2013 and included direct input from several surrounding communities including Springfield, Holyoke, Easthampton, Amherst, Westfield, Holland and Middlefield. Input was also solicited from industry experts. After speaking with PVPC, it was noted that Amherst, Easthampton, Westfield, Hadley, Monson, Holyoke and Ludlow are also already in the process of adopting regulations using this "model" ordinance as their base.

As can be seen by the attached document, the proposed amendments would incorporate new definitions for medical marijuana to include Registered Marijuana Dispensary (RMD) and Off-Site Medical Marijuana Dispensary (OMMD). It also includes detailed regulations for the opening and operation of a RMD or OMMD and lastly amends the Use Table (Table 4-4) to indicate the zones in which a RMD or OMMD may be located.

Included in the proposed regulations are details which outline specific requirements which address the use, physical requirements, location, reporting requirements and the issuance/transfer/discontinuance of the proposed use. Highlights include:

- Use:
 - Limits on accessory uses
 - No consumption of marijuana on premises
 - Limits on hours of operation
 - Compliance with State Laws
- Location:
 - Only allowed within Industrial A Districts
 - 500 foot radius from schools and/or areas in which children congregate
 - 500 foot radius from a residence, a building containing residences or a residentially zoned property
- Reporting Requirements:
 - Notification requirement of management staff to key city departments (Police, Fire, Building, Board of Health, Law, etc.)
 - Notification of change of ownership
 - Requirement of submission of an annual report

- Issuance/Transfer/Discontinuance of Use:
 - Special permit issued for an initial three (3) year period with automatic renewal if no violations
 - Special permit issued to operator only
 - Special permit is non-transferable
 - Required to enter into Host Community Agreement (HCA) in addition to obtaining a special permit
 - Subject to revocation for any violations of state or city regulations

In addition to the regulations outlined above, there are also detailed requirements regarding the submission of the application which include:

- Copies of all required documentation from the Massachusetts Department of Public Health (DPH)
- Evidence of site control
- Disclosure of all officers, directors, shareholders, partners, etc.
- Full Site Plan Review Requirements as per Article 12.3.40, including all proposed exterior security measurements
- Detailed floor plan
- Signage
- Traffic study
- Management Plan

Overall, the staff recommends approval of the proposed regulations. The proposed ordinance has been well written and very adequately covers the concerns outlined above which were to address the potential impacts on adjacent uses, on the general public health, safety and welfare and appropriately address these considerations consistent with statewide regulations and procedures.

Lastly, the staff would like to extend its appreciation to the Pioneer Valley Planning Commission and all the communities involved. The staff recognizes that this is a unique issue and appreciates the hard work and effort which was put into the drafting of these regulations.

RECOMMENDATION

Approve.



CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FOURTEEN

AN ORDINANCE

AMENDING THE ENTIRE CITY OF THE BUILDING ZONING MAP

Be it ordained by the City Council of the City of Springfield as follows:

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, effective August 26, 2013, as amended, is hereby further amended by amending Article 2, Section 2.2 by adding the definition of Medical Marijuana, amending Article 4, Section 4.7.100 – Medical Marijuana Dispensary and Off-Site Medical Marijuana Dispensary and amending Article 4, Table 4-4 (see attached for full text).

"The entire City Building Zone Map of the City of Springfield."

Approved as to Form:

Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on January 22, 2014, regarding the above Ordinance amendment.

1 Person(s) appeared in favor, and 1 Person(s) appeared in opposition.

Katie Stebbins, Chairperson



CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FOURTEEN

AN ORDINANCE

AMENDING THE ENTIRE CITY OF THE BUILDING ZONING MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, effective August 26, 2013, as amended, is hereby further amended by amending Article 2, Section 2.2 by adding the definition of Medical Marijuana, amending Article 4, Section 4.7.100 – Medical Marijuana Dispensary and Off-Site Medical Marijuana Dispensary and amending Article 4, Table 4-4 (see attached for full text).
"The entire City Building Zone Map of the City of Springfield."

**REPORT TO CITY COUNCIL
ZONE CHANGE HEARING**

PETITION: #3160
SECTION: Entire City

DATE: January 23, 2014

To the Honorable Mayor and City Council of the City of Springfield, Massachusetts, the Planning Board submits the following report on the Zone Change Petition, which was referred to the Board for its recommendation:

PETITIONER: Springfield Planning Board

ADDRESS: Entire City

CHANGE REQUESTED: SEE ATTACHED

PETITIONER'S PURPOSE STATEMENT: To add new regulations to govern the use of Medical Marijuana within the City of Springfield.

DATE OF PUBLIC HEARING: January 22, 2014

DATE OF FINAL DECISION: January 22, 2014

BOARD MEMBERS PRESENT and COUNT: six (6): Ms. Morin, Mr. Daniele, Ms. DeFillipo, Ms. Stebbins, Mr. Swan and Mr. Cignoli

FINAL MOTION: Approve, with the recommended amendment to delete Section 4.7.102.E.8 (Host Community Agreement (HCA))

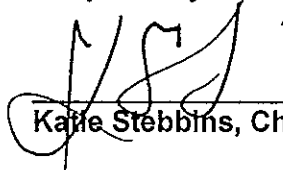
IN FAVOR: five (5): Ms. Morin, Ms. DeFillipo, Ms. Stebbins, Mr. Swan and Mr. Cignoli

OPPOSED: one (1): Mr. Daniele

ABSTAINED: N/A

RECOMMENDATION: Approve, with the recommended amendment to delete Section 4.7.102.E.8 (Host Community Agreement (HCA))

Respectfully submitted,


Katie Stebbins, Chairperson

Attachment: 3160_MM_RMD_OMMD_2014_CC (Z-2014-5 : Medical Marijuana)

PETITION: **#3160**
SECTION: **Entire City**

DATE: January 23, 2014

to amend the Springfield Zoning Ordinance by amending Article 2, Section 2.2 by adding the definition of a Medical Marijuana, to read as follows:

MEDICAL MARIJUANA

REGISTERED MARIJUANA DISPENSARY (RMD). A use operated by a not-for-profit entity registered and approved by the Massachusetts Department of Public Health in accordance with 105 CMR 725.000, and pursuant to all other applicable state laws and regulations, also to be known as a Medical Marijuana Treatment Center, that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. A RMD shall explicitly include facilities which cultivate and process medical marijuana, and which may also dispense and deliver medical marijuana and related products.

The cultivation and processing of medical marijuana in accordance with these regulations is considered to be a manufacturing use and is not agriculturally exempt from zoning.

OFF-SITE MEDICAL MARIJUANA DISPENSARY (OMMD). A Registered Marijuana Dispensary that is located off-site from the cultivation/processing facility (and controlled and operated by the same registered and approved not-for-profit entity which operates an affiliated RMD) but which serves only to dispense the processed marijuana, related supplies and educational materials to registered qualifying patients or their personal caregivers in accordance with the provisions of 105CMR 725.00.

and; to amend the Springfield Zoning Ordinance by amending Article 4 by adding Section 4.7.100 – Registered Marijuana Dispensary (RMD) and Off-Site Medical Marijuana Dispensary (OMMD) , to read as follows:

Section 4.7.100 Registered Marijuana Dispensary (RMD) and Off-Site Medical Marijuana Dispensary (OMMD)

4.7.101 Purpose

It is recognized that the nature of the substance cultivated, processed, and/or sold by medical marijuana treatment centers and off-site medical marijuana dispensaries may have objectionable operational characteristics and should be located in such a way as to ensure the health, safety, and general well-being of the public as well as patients seeking treatment. The specific and separate regulation of REGISTERED

MARIJUANA DISPENSARIES (hereafter referred to as a RMD) as Medical Marijuana Treatment Centers and OFF-SITE MEDICAL MARIJUANA DISPENSARY (hereafter referred to as an OMMD) facilities is necessary to advance these purposes and ensure that such facilities are not located within close proximity of minors and do not become concentrated in any one area within the City of Springfield.

Subject to the provisions of this Zoning Bylaw, Chapter 40A of the Massachusetts General Laws, and 105 CMR 725.000, Registered Marijuana Dispensaries and Off-site Medical Marijuana Dispensaries will be permitted to provide medical support, security, and physician oversight that meet or exceed state regulations as established by the Massachusetts Department of Health (hereafter referred to as MDPH).

4.7.102 Additional Requirements/Conditions

In addition to the standard requirements for uses permitted by a Tier 3 Special Permit, the following shall also apply to all REGISTERED MARIJUANA DISPENSARIES and OFF-SITE MEDICAL MARIJUANA DISPENSARIES:

A. Use:

1. RMD and OMMD facilities may only be involved in the uses permitted by its definition and may not include other businesses or services.
2. No marijuana shall be smoked, eaten or otherwise consumed or ingested within the premises.
3. The hours of operation shall be set by the Special Permit Granting Authority, but in no event shall an RMD or OMMD facility be open to the public, and no sale or other distribution of marijuana shall occur upon the premises or via delivery from the premises, between the hours of 8:00 p.m. and 8:00 a.m.
4. RMD facilities that can demonstrate that they comply with the agricultural exemption under M.G.L. Chapter 40A, Section 3 must still apply for Site Plan Approval.

B. Physical Requirements:

1. All aspects of the use/facility relative to the acquisition, cultivation, possession, processing, sales, distribution, dispensing, or administration of marijuana, products containing marijuana, related supplies, or educational materials must take place at a fixed location within a fully enclosed building and shall not be visible from the exterior of the business.
2. No outside storage is permitted.
3. No OMMD facility shall have a gross floor area in excess of five thousand (5,000) square feet.
4. Ventilation – all RMD and OMMD facilities shall be ventilated in such a manner that no:

- a. Pesticides, insecticides or other chemicals or products used in the cultivation or processing are dispersed into the outside atmosphere, and
 - b. No odor from marijuana or its processing can be detected by a person with an unimpaired and otherwise normal sense of smell at the exterior of the medical marijuana business or at any adjoining use or property.
5. Signage shall be displayed on the exterior of the RMD and OMMD facility's entrance in plain sight of clients stating that "Registration Card issued by the MA Department of Public Health required" in text two (2) inches in height.

C. Location:

- 1. No RMD and OMMD facility shall be located on a parcel which is within five hundred (500) feet (to be measured in a straight line from the nearest points of each property line) of parcel occupied by:
 - a. a public or private elementary, junior high, middle, vocational or high school, college, junior college, university or child care facility or any other use in which children commonly congregate in an organized ongoing formal basis, or
 - b. another RMD or OMMD facility, except that this limitation shall not apply in Industrial zones.
- 2. No RMD or OMMD facility shall be located within five hundred (500) feet of a residence, a building containing residences, (including commercial residential uses such as hotels, motels, lodging houses, etc.) or a residential zoning district.
- 3. No RMD or OMMD facility shall be located inside a building containing residential units, including transient housing such as lodging houses, motels and dormitories.

D. Reporting Requirements:

- 1. All Special Permit holders for an RMD or OMMD facility shall provide the Police Department, Fire Department, Board of Health, Building Commissioner, Zoning Administrator and the Special Permit Granting Authority with the names, phone numbers and email addresses of all management staff and key-holders, including a minimum of two (2) operators or managers of the facility identified as contact persons to whom one can provide notice if there are operating problems associated with the establishment. All such contact information shall be updated as needed to keep it current and accurate.
- 2. The local Building Commissioner, Board of Health, Police Department, Fire Department and Special Permit Granting Authority shall be notified in writing by an RMD or OMMD facility owner/operator/ manager:

- a. A minimum of thirty (30) days prior to any change in ownership or management of that facility.
 - b. A minimum of twelve (12) hours following a violation or potential violation of any law or any criminal or potential criminal activities or attempts of violation of any law at the RMD or OMMD.
 3. Permitted RMD and OMMD facilities shall file an annual report to the Building Commissioner and Zoning Administrator no later than January 31st of each year, providing a copy of all current applicable state licenses for the facility and/or its owners and demonstrate continued compliance with the conditions of the Special Permit.
 4. The owner and/or manager is required to respond by phone or email within twenty four (24) hours of contact by a city official concerning their RMD or OMMD at the phone number or email address provided by the City.
- E. Issuance/Transfer/Discontinuance of Use:
1. Special Permits shall be issued for an initial period of three (3) years. If there are no violations of Section 4.7.100 and/or breaches of the conditions of the Special Permit during that time frame, the Special Permit shall be automatically renewed.
 2. Special Permits shall be issued to the RMD or OMMD Operator only.
 3. Special Permits shall be issued for a specific parcel.
 4. Special Permits shall be non-transferable to either another RMD or OMMD Operator or parcel.
 5. Special Permits shall have a term limited to the duration of the applicant's ownership/control of the premises as a RMD or OMMD, and shall lapse:
 - a. If the permit holder ceases operation of the RMD or OMMD; and/or
 - b. The permit holder's registration by MDPH expires, is suspended or is terminated.
 6. The permit holder shall notify the Building Commissioner/Zoning Administrator and Special Permit Granting Authority, in writing, within forty eight (48) hours of such lapse, suspension, cessation, discontinuance or expiration; and
 7. An RMD or OMMD facility shall be required to remove all material, plants, equipment and other paraphernalia prior to surrendering its state Registration or ceasing its operation.
 8. In addition to the issuance of a Special Permit, the applicant shall also be required to enter into an approved Host Community Agreement (HCA).

9. The Special Permit shall be subject to revocation for violations of Section 4.7.100 and/or breaches of the conditions of the Special Permit.

4.7.103 Application Requirements

In addition to the standard application requirements for Special Permits, such applications for an RMD or OMMD facility shall include the following:

- A. The name and address of each owner of the RMD or OMMD facility/operation;
- B. A copy of its registration as an RMD from the Massachusetts Department of Public Health or documentation that demonstrates that said RMD or OMMD facility, and its owner/operators, qualify and are eligible to receive a Certificate of Registration and meet all of the requirements of a RMD in accordance with 105 CMR 725.000 of the Massachusetts Department of Public Health.
- C. Evidence that the applicant has site control and right to use the site for a RMD or OMMD facility in the form of a deed or valid purchase and sales agreement or, in the case of a lease, a notarized statement from the property owner and a copy of the lease agreement;
- D. A notarized statement signed by the RMD or OMMD organization's Chief Executive Officer and corporate attorney disclosing all of its designated representatives, including officers, directors, shareholders, partners, members, managers, or other similarly-situated individuals and entities and their addresses. If any of the above are entities rather than persons, the applicant must disclose the identity of all such responsible individual persons;
- E. In addition to Site Plan Review Submission Requirements found in Section 12.3.40, plans must also detail all exterior proposed security measures for the RMD or OMMD including but not limited to lighting, fencing, gates and alarms, etc., thus ensuring the safety of employees and patrons and to protect the premises from theft or other criminal activity.
- F. A detailed floor plan identifying the areas available and functional uses (including square footage).
- G. All signage being proposed for the facility.
- H. A traffic study to establish the RMD or OMMD impacts at peak demand times.

- I. A management plan to include a description of all activities to occur on site, including all provisions for the delivery of medical marijuana and related products to OMMDs or off-site direct delivery to patients.

4.7.104 Findings

In addition to the standard Findings for a Special Permit the Special Permit Granting Authority must also find all the following:

- A. That the RMD or OMMD facility is designed to minimize any adverse visual or economic impacts on abutters and other parties in interest;
- B. That the RMD or OMMD facility demonstrates that it will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will be in compliance with all applicable state laws and regulations;
- C. That the applicant has satisfied all of the conditions and requirements of this Section and other applicable Sections of this Ordinance;
- D. That the RMD or OMMD project meets a demonstrated need;
- E. That the RMD or OMMD facility provides adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals, and that the storage and/or location of cultivation is adequately secured; and
- F. That the RMD or OMMD facility adequately addresses issues of traffic demand, circulation flow, parking and queuing, particularly at peak periods at the facility and its impact on neighboring uses.

and; to amend the Springfield Zoning Ordinance by amending Article 4, Table 4-4 to read as follows:

Table 4-4 Use Table																
USE	Residential Districts					Commercial & Business Districts								Industrial Districts		
	OS	Res A/A1	Res B/B1	Res C-1	Res C/C2	Office A	Com P	Com A	Bus A	Bus B	Bus B1	Bus C	Bus D	RF	MUI	IA IP
13. Industrial Uses																
13.1 Light Industrial	N	N	N	N		N	N	N	N	2	N	3	N	N	1	1 T
13.2 Industrial Use																
1 High Hazard Use A	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3
2 High Hazard Use B	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3	3
3 Other Industrial Use	N	N	N	N	N	N	N	N	N	N	N	N	N	N	T	T
13.3 Research and Development Laboratory																
1 Biotechnology Research and Development	N	N	N	N	N	N	N	N	N	N	2	T	N	N	2	2
2 Other Research and	N	N	N	N	N	N	N	N	N	N	T	T	N	N	2	2

Table 4-4 Use Table

Table 4-4 Use Table																		
USE	Residential Districts					Commercial & Business Districts								Industrial Districts			Additional Regulations	
	OS	Res A/A1	Res B/B1	Res C-1	Res C/C2	Office A	Com P	Com A	Bus A	Bus B	Bus B1	Bus C	Bus D	RF	MUI	IA		IP
Development																		
13.4 Medical Marijuana																		
1 Registered Marijuana Dispensary (RMD)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3	N	Article 4, Section 4.7.100
2 Off-Site Medical Marijuana Dispensary (OMMD)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3	N	Article 4, Section 4.7.100
13.5 Packing, Warehousing and/or Distribution of goods, merchandise, and equipment	N	N	N	N	N	N	N	N	N	T	T	N	N	N	2	2	2	

REPORT TO CITY COUNCIL**ZONE CHANGE HEARING****PLOT and SECTION#: 3159 & Section 53****DATE: February 3, 2014**

To the Honorable Mayor and City Council of the City of Springfield, Massachusetts, the Planning Board submits the following report on the Zone Change Petition, which was referred to the Board for its recommendation:

Petitioner: YellowBrick, LLC

Address: 672 Chestnut Street, WS Chestnut Street & SS Waverly Street

Request: Residence B to Office A

RECOMMENDATION: Recommend

RESULT:	ADOPTED [10 TO 0]
MOVER:	Zaida Luna, Ward 1 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Concepcion, Twiggs, Shea, Edwards, Williams, Ramos, Allen, Hurst, Fenton
ABSENT:	Kateri B. Walsh, Timothy J. Rooke, Thomas M. Ashe

Respectfully Submitted,

Barbara Footit, Board Clerk

AMENDING SECTION 49 OF THE BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled “An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City”, text enacted, April 21, 1971, as amended, is hereby further amended by changing from the zoning on **Plot #3159 & Section 53, Section Recommend** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked “**Recommend Building Zone Map of the City of Springfield.**”

Approved as to Form:

Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on February 3, 2014, regarding the above Ordinance amendment.

Kerry Dietz, Chairperson

**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
ANALYSIS FOR A ZONE CHANGE**

**672 CHESTNUT STREET (02750-0193), WS CHESTNUT STREET (02750-0191) &
SS WAVERLY STREET (12055-0021)
RESIDENCE B TO OFFICE A**

GENERAL INFORMATION

Applicant:	YellowBrick Property, LLC
Request:	Residence B to Office A
Location:	672 Chestnut Street, WS Chestnut Street & SS Waverly Street
Parcel Size:	21,833 s.f.
Purpose:	Realtor's Office
Surrounding Land Use and Zoning:	The property is located in the Memorial Square neighborhood. This site is located in an area with a mix of commercial and residential uses. The surrounding land uses include: To the north is a single-family house zoned Residence B. To the south is a two-family house zoned Residence B. To the east is Baystate Medical Center zoned Residence B. To the west is a two-family house zoned Residence B.
Comprehensive/ Neighborhood Plan:	The Memorial Square Neighborhood Plan shows no changes to this area.
Site Visit:	1-10-14
Urban Renewal Plan:	This parcel is not located within an urban renewal district.
Neighborhood Council Notification:	New North Citizens Council: 1-7-14
Planning Board Hearing Date:	1-22-14

SPECIAL INFORMATION

Traffic & Parking:	N/A
Physical Characteristics:	N/A
Other Notes:	N/A

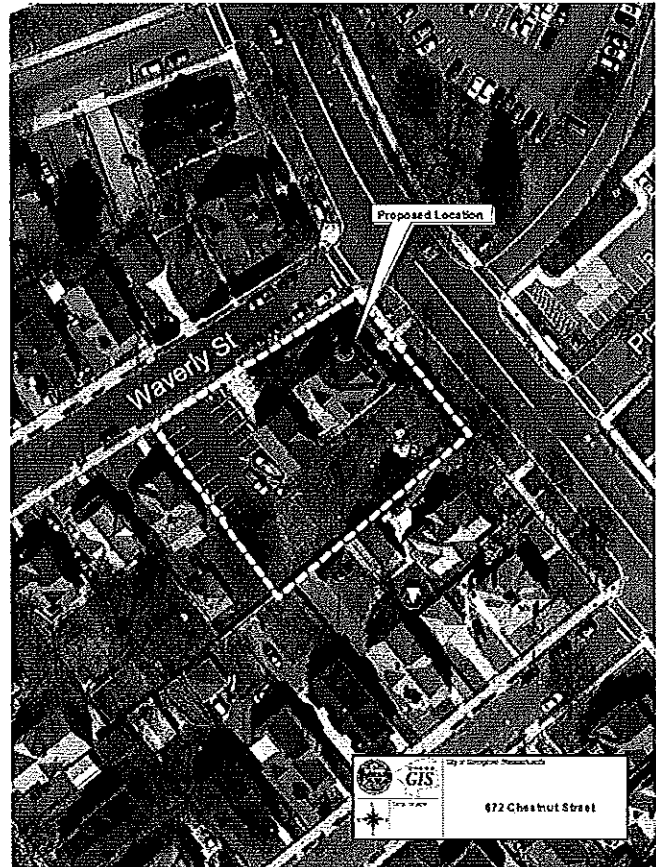
ANALYSIS

The petitioner has requested to change the zoning of the properties known as 672 Chestnut Street, WS Chestnut Street and WS Waverly Street from Residence B to Office A. The site is currently being used as a doctor's office.

After a review of the proposed plans and visiting the site, the staff does not object to the proposed request. As

stated above, the site is currently being used as a doctor's office and has been since 1984. Under the previous version of the zoning ordinance, that was in place in 1984, a residential structure could be used as an office for a doctor, oral surgeon or dentist, without the requirement of the practitioner living in the property, if it was within four hundred (400) feet of a hospital. This provision was removed in later drafts but the property has been used as doctor's office since the original special permit was issued. In addition to the main structure, it should be noted that a parking lot has been created on the Waverly Street parcel which services the main office use.

As noted above, the staff does not object to this proposed request. Since the property has been used as an office for the last thirty (30) years and has adequate off-street parking, the staff does not believe the change to Office A, which limits the use of the parcel to an office use only, will have a negative effect on the surrounding properties or the neighborhood as a whole.

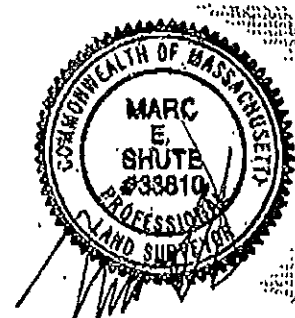
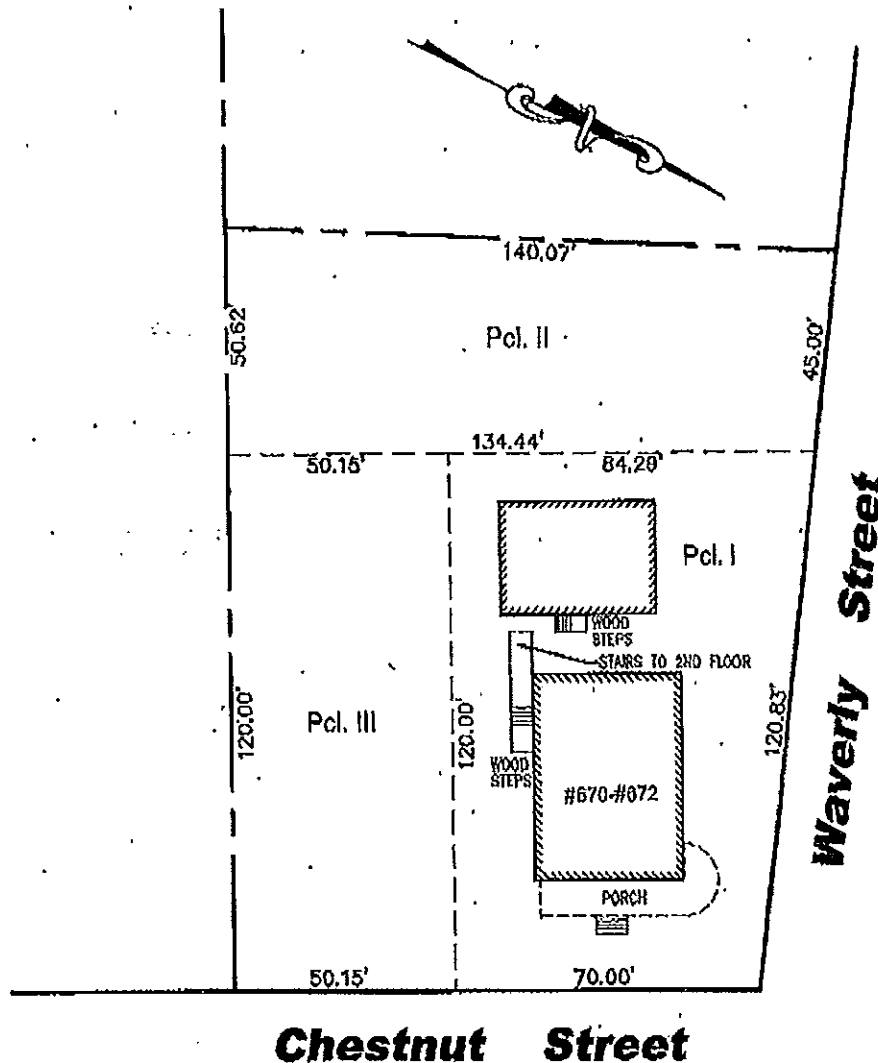


RECOMMENDATION

Approve.

PLAN FOR MORTGAGE PURPOSES ONLY

This plat is compiled from other plans, deed dimensions and other sources of information, is not to be construed as an accurate survey, and is subject to changes as a more accurate survey may disclose. Not to be used for construction planning, construction layout or recording purposes.



Property Reference: Hampden County. To the Easthampton Savings Bank
 Deed Bk. 17535 Pg. 116 Plan Bk. Pg. and the CATIC
 Land Ct. Cert. # plan #

Owner: 670 Chestnut Street, LLC

Address: 670-672 Chestnut Street

Springfield, Massachusetts

Date: December, 2013

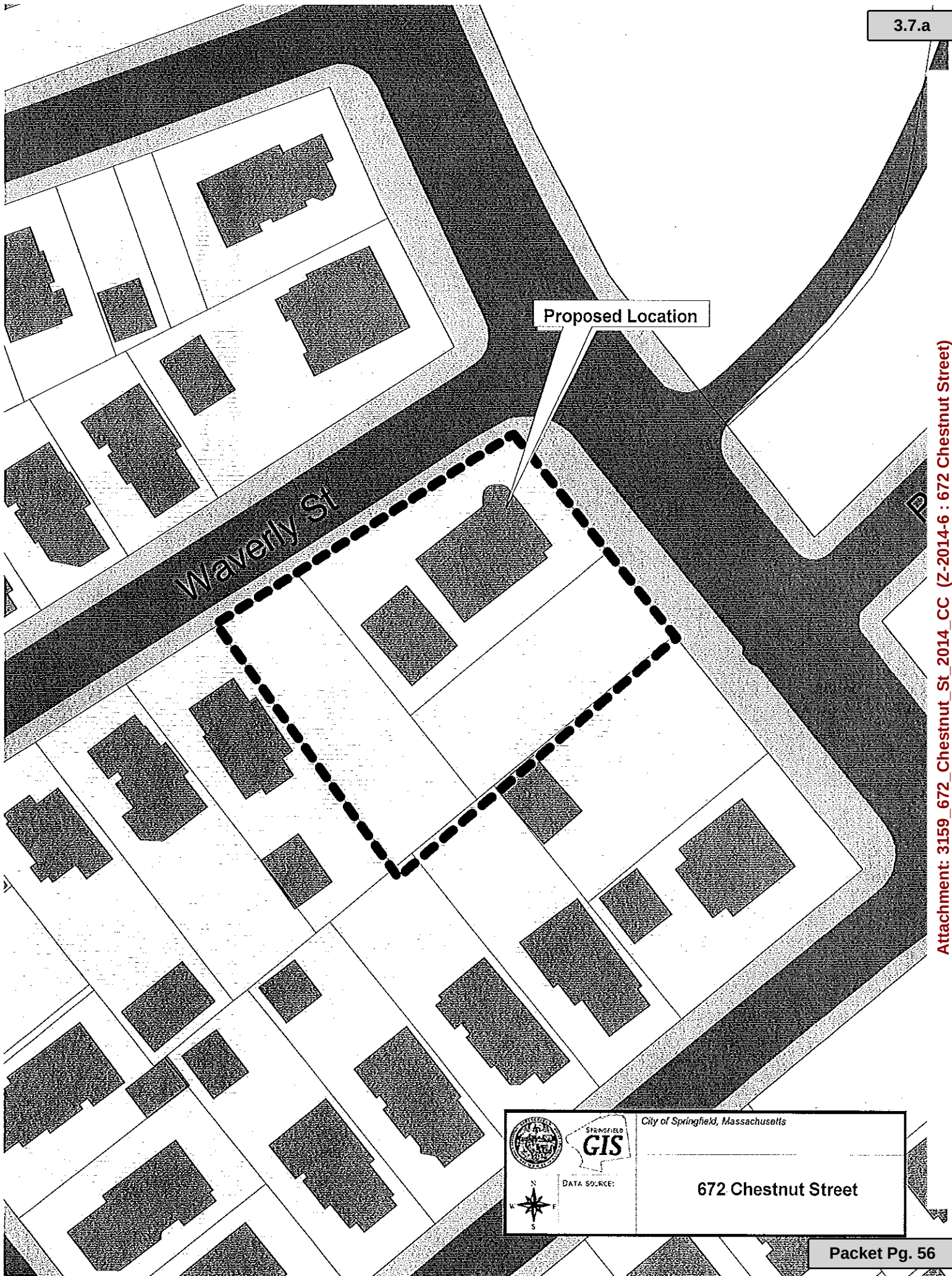
D. L. BEAN

LAND CONSULTANTS

Forty School Street Westfield, Mass. 01085

To the Easthampton Savings Bank and the CATIC

To the best of my knowledge, information and belief, I hereby report that I have examined the premises and that this inspection plat shows the buildings as located on the premises described, that the buildings are entirely within lot lines, and that there are no encroachments upon the premises described by buildings of any adjoining premises, except as indicated. I further report that to the best of my knowledge there are no visible easements of record affecting the tract shown hereon, except as noted. I further certify that this property is not located in the established flood hazard area.



Proposed Location

Waverly St

Attachment: 3159_672_Chestnut_St_2014_CC (Z-2014-6 : 672 Chestnut Street)

 	 SPRINGFIELD DATA SOURCE:	City of Springfield, Massachusetts
	672 Chestnut Street	



CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FOURTEEN

AN ORDINANCE

AMENDING SECTION 53 OF THE BUILDING ZONE MAP

Be it ordained by the City Council of the City of Springfield as follows:

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by changing from **Residence B to Office A** the zoning on Plot #3159, Section 53 of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked "Section 53 Building Zone Map of the City of Springfield."

Approved as to Form:

Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on January 22, 2014 regarding the above Ordinance amendment.

2 Person(s) appeared in favor, and 0 Person(s) appeared in opposition.

Katie Stebbins, Chairperson

Attachment: 3159_672_Chestnut_St_2014_CC (Z-2014-6 : 672 Chestnut Street)



CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FOURTEEN

AN ORDINANCE

AMENDING SECTION 53 BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by changing from **Residence B** to **Office A** the zoning on **Plot #3159, Section 53** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked "**Section 53 Building Zone Map of the City of Springfield.**"

**REPORT TO CITY COUNCIL
ZONE CHANGE HEARING**

PETITION: #3159
SECTION: 53

DATE: January 23, 2014

To the Honorable Mayor and City Council of the City of Springfield, Massachusetts, the Planning Board submits the following report on the Zone Change Petition, which was referred to the Board for its recommendation:

PETITIONER: YellowBrick Property, LLC

ADDRESS: 672 Chestnut Street (02750-0193), WS Chestnut Street (02750-0191) & SS Waverly Street (12055-0021)

CHANGE REQUESTED: Proposed zone change from Residence B to Office A

PETITIONER'S PURPOSE STATEMENT: Realtor's office

DATE OF PUBLIC HEARING: January 22, 2014

DATE OF FINAL DECISION: January 22, 2014

BOARD MEMBERS PRESENT and COUNT: six (6): Ms. Morin, Mr. Daniele, Ms. DeFillipo, Ms. Stebbins, Mr. Swan and Mr. Cignoli

FINAL MOTION: Approve

IN FAVOR: six (6): Ms. Morin, Mr. Daniele, Ms. DeFillipo, Ms. Stebbins, Mr. Swan and Mr. Cignoli

OPPOSED: zero (0)

ABSTAINED: n/a

RECOMMENDATION: APPROVE

Respectfully submitted,



Katie Stebbins, Chairperson

Attachment: 3159_672_Chestnut_St_2014_CC (Z-2014-6 : 672 Chestnut Street)



City of Springfield

ADOPTED

Meeting: 02/03/14 07:00 PM
Initiator: Lou DiCarlo
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2487

3.8

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>>

Fountain Street - Relocating a Pole (WMECO & Verizon)

<<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 February 3, 2014

City Clerk

We hereby certify that on January 15, 2014, at 5:00 PM, at The Corner of Fountain Street and Woodlawn 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 February 3, 2014, 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: January 16, 2014

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

The Board of Public Works, to which was referred the petition of Western Massachusetts Electric Company and Verizon New England, Inc. dated December 5, 2013, to relocate one (1) jointly owned pole in Fountain Street, with said pole, which is located in the northerly treebelt of Fountain Street near the northeasterly corner of Woodlawn Street, being relocated westerly about six and one-half (6.5) feet to the intersecting easterly treebelt of Woodlawn Street about nineteen (19) feet northerly of the centerline of Fountain Street and about nineteen (19) feet easterly of the centerline of Woodlawn Street, all as substantially shown on a plan attached, thereto numbered 6174, 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 January 15, 2014 at 5:00 P.M. at the corner of Woodlawn Street and Fountain 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 companies can improve the reliability of the service in the area.

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

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

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

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

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

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

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

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

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

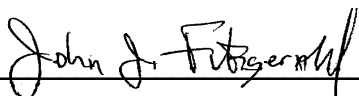
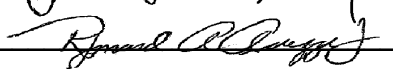
That ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.

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

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

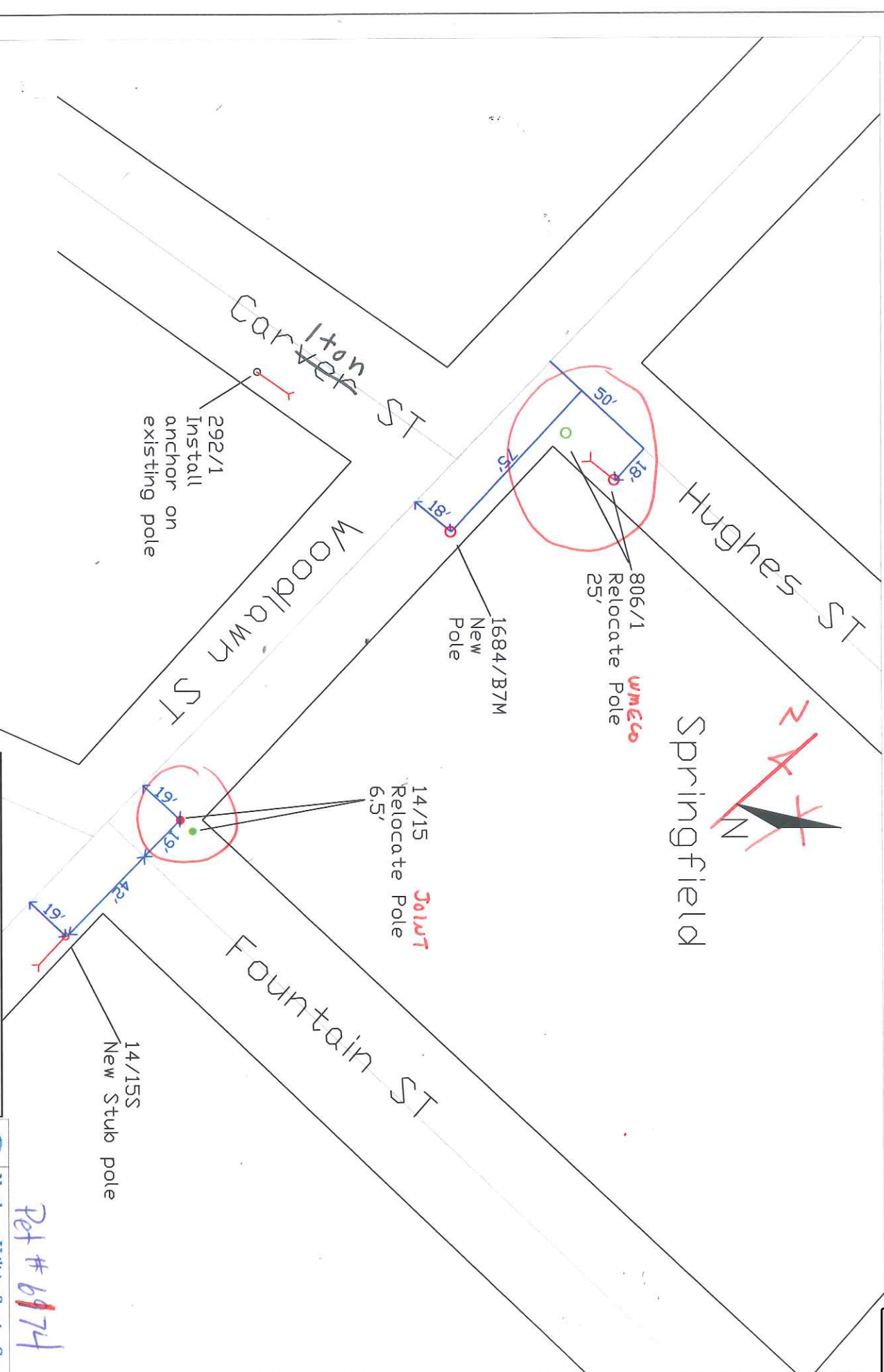
That the Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of pipe.

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


 _____)

 _____) BOARD OF PUBLIC WORKS
 _____)

- LEGEND
- NEW JOINT POLE
 - NEW ELECTRIC POLE
 - JOINT POLE TO BE REMOVED
 - ELECTRIC POLE TO BE REMOVED
 - EXISTING JOINT POLE
 - POLE, GUY AND ANCHOR

LEGEND



Job Scope:
Relocate pole 14/15 on Fountain Street and relocate pole 806/1 on Hughes Street. WMECO is updating facilities in the area and poles relocations are needed to improve reliability in the area.

Northeast Utilities Service Co.
FOR WESTERN MASSACHUSETTS ELECTRIC COMPANY

Woodlawn Street
Petition# WFR233183
Springfield MA

DATE	11/19/2013	DATE	11/19/2013
BY	W. B. B. B.	BY	W. B. B. B.
SCALE	1" = 50'	SCALE	1" = 50'
PROJECT	FIELD WORK & NOTES	PROJECT	FIELD WORK & NOTES
FILE NAME		FILE NAME	



City of Springfield

ADOPTED

Meeting: 02/03/14 07:00 PM
Initiator: Lou DiCarlo
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2488

3.9

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>>

Hughes Street - Relocating a Pole (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 February 3, 2014

City Clerk

We hereby certify that on January 15, 2014, at 5:10 PM, at The Corner of Woodlawn Street and Fountain 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 February 3, 2014, 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: January 16, 2014

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 December 5, 2013, to relocate one (1) pole in Hughes Street, with said pole, which is located in the treebelt near the southerly corner of Woodlawn Street, being relocated easterly about twenty-five (25) feet into the southerly treebelt of Hughes Street about eighteen (18) feet southerly of the centerline of Hughes Street and about fifty (50) feet easterly of the centerline of Woodlawn Street, all as substantially shown on a plan attached, thereto numbered 6174, 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 January 15, 2014 at 5:10 P.M. at the corner of Woodlawn Street and Fountain Street after due notice from the office of the City Clerk. Two (2) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the utility company can improve the reliability of the 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 - hughes street #6174 (2488 : Hughes Street - Relocating a Pole (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 due care be exercised not to unnecessarily damage any public shade trees located within the construction area.

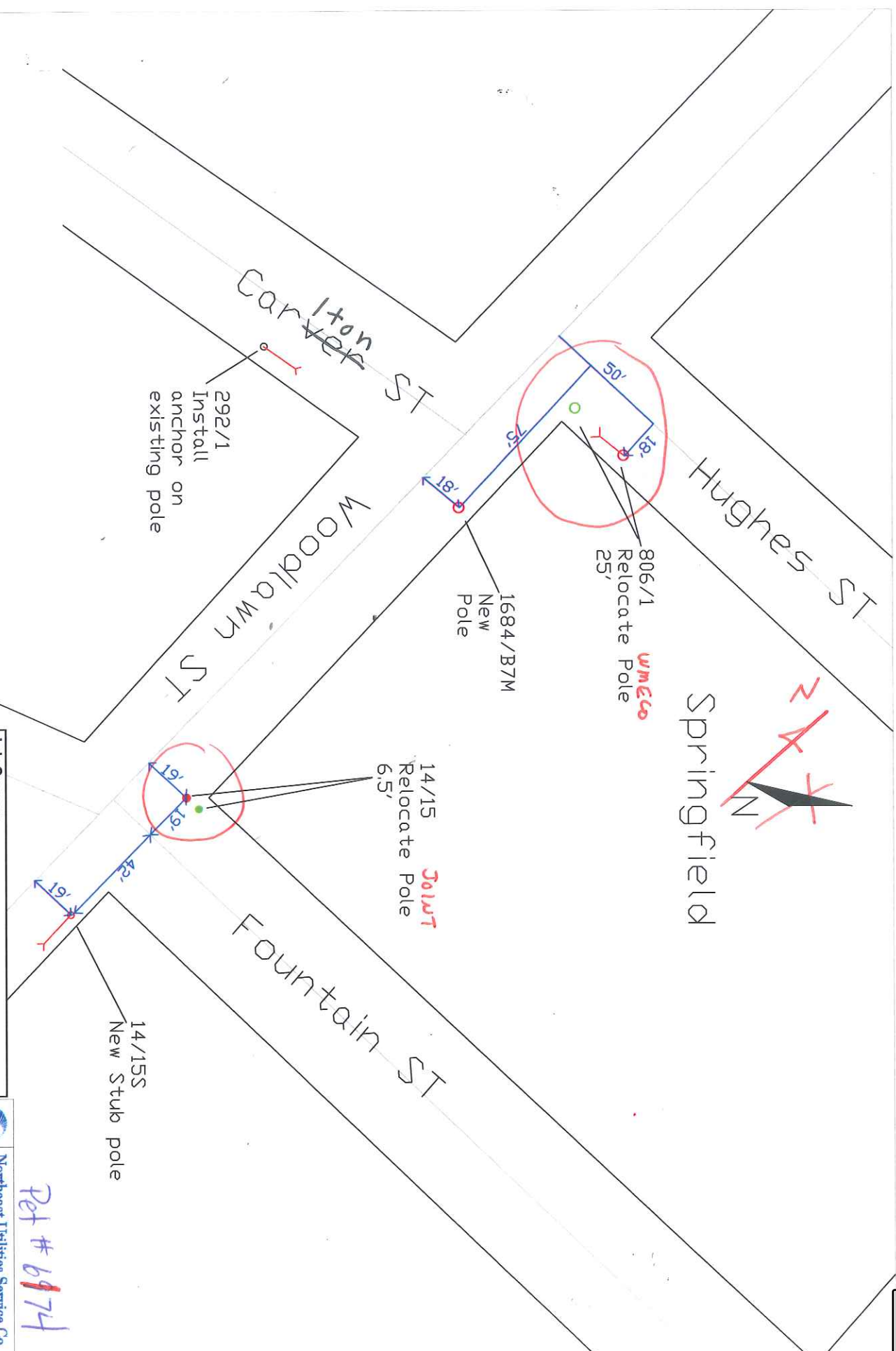
That the Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of pipe.

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

John J. Fitzgerald)
Donald R. Pappas)
 _____)

BOARD OF PUBLIC WORKS

- LEGEND
- NEW JOINT POLE
 - NEW ELECTRIC POLE
 - JOINT POLE TO BE REMOVED
 - ELECTRIC POLE TO BE REMOVED
 - EXISTING JOINT POLE
 - POLE, GUY AND ANCHOR



Job Scope:
Relocate pole 14/15 on Fountain Street and relocate pole 806/1 on Hughes Street. WMECO is updating facilities in the area and poles relocations are needed to improve reliability in the area.

Northeast Utilities Service Co.
FOR WESTERN MASSACHUSETTS ELECTRIC COMPANY

Woodlawn Street
Petition#
Springfield MA
WR2233183

DATE	11/19/2013	DATE	11/19/2013	DATE	11/19/2013
BY	W. B. B.	BY	W. B. B.	BY	W. B. B.
SCALE	1" = 50'	SCALE	1" = 50'	SCALE	1" = 50'
PROJECT	W. B. B.	PROJECT	W. B. B.	PROJECT	W. B. B.

Ref # 6974



City of Springfield

ADOPTED

3.10

Meeting: 02/03/14 07:00 PM

Initiator: Lou DiCarlo

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2489

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>>

Woodlawn Street - Installing 2 New Poles (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 February 3, 2014

City Clerk

We hereby certify that on January 15, 2014, at 5:15 PM, at The Corner of Woodlawn Street and Fountain 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 February 3, 2014, 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: January 16, 2014

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 December 5, 2013, to install two (2) new poles in Woodlawn Street, with one pole (#14/15S) being located in the easterly treebelt about nineteen (19) feet easterly of the centerline of Woodlawn Street and about forty-two (42) feet southerly of the centerline of Fountain Street and the second pole (#1684/B7M) being located about eighteen (18) feet easterly of the centerline of Woodlawn Street and about seventy-five (75) feet southerly of the centerline of Hughes Street, all as substantially shown on a plan attached, thereto numbered 6175, 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 January 15, 2014 at 5:15 P.M. at the corner of Woodlawn Street and Fountain Street after due notice from the office of the City Clerk. Two (2) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

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

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

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

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

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

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

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

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

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

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

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

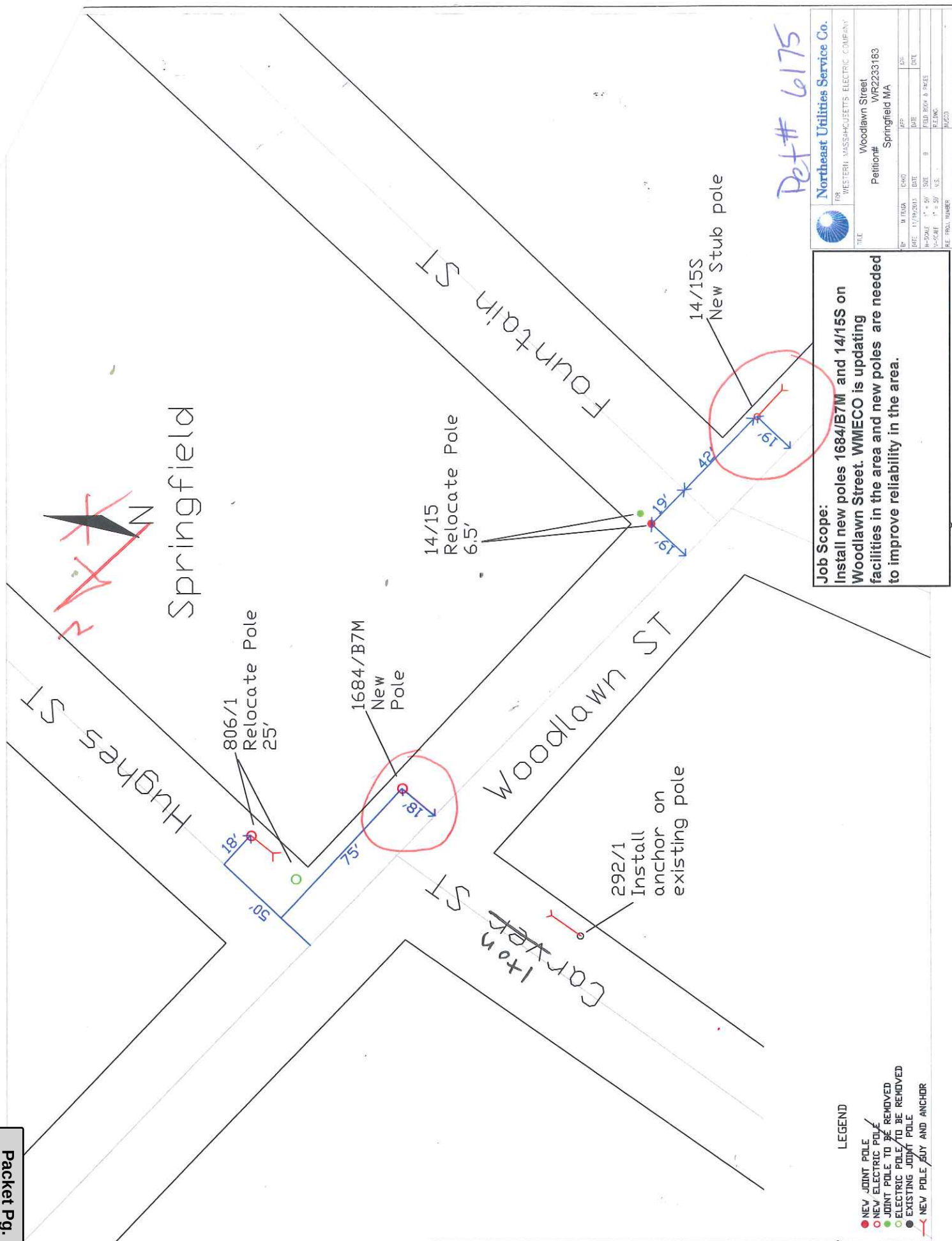
That any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.

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

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

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

John J. Fitzgerald)
Ronald C. Pappas) BOARD OF PUBLIC WORKS
)





City of Springfield

ADOPTED

3.11

Meeting: 02/03/14 07:00 PM

Initiator: Lou DiCarlo

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2495

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>>

Washington Street - Installing 8 Poles (WMECO & Verizon)

<<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 February 3, 2014

City Clerk

We hereby certify that on January 22, 2014, at 5:00 PM, at The Corner of Washington Street and Itendale 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 February 3, 2014, 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: January 23, 2014

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

The Board of Public Works, to which was referred the petition of Western Massachusetts Electric Company and Verizon New England, Inc. dated December 5, 2013, to install eight (8) new jointly owned poles and to eliminate five (5) existing poles in Washington Street, with seven (7) of said new poles being located in the southerly treebelt of Washington Street, all about eighteen (18) feet southerly of the centerline of said street between Woodlawn Street and Meredith Street, and with one (1) new pole being located in the easterly treebelt of Meredith Street about thirty-seven (37) feet northerly of the centerline of Washington Street and about eighteen (18) feet easterly of the centerline of Meredith Street, and with the five (5) existing poles to be eliminated being located in the northerly treebelt of Washington Street between Eldridge Street and Meredith Street, all as substantially shown on a plan attached, thereto numbered 6176, 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 January 22, 2014 at 5:00 P.M. at the corner of Washington Street and Itendale 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 companies can improve the reliability of the service in the area.

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

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

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

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

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

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

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

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

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

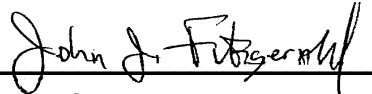
That ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.

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

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

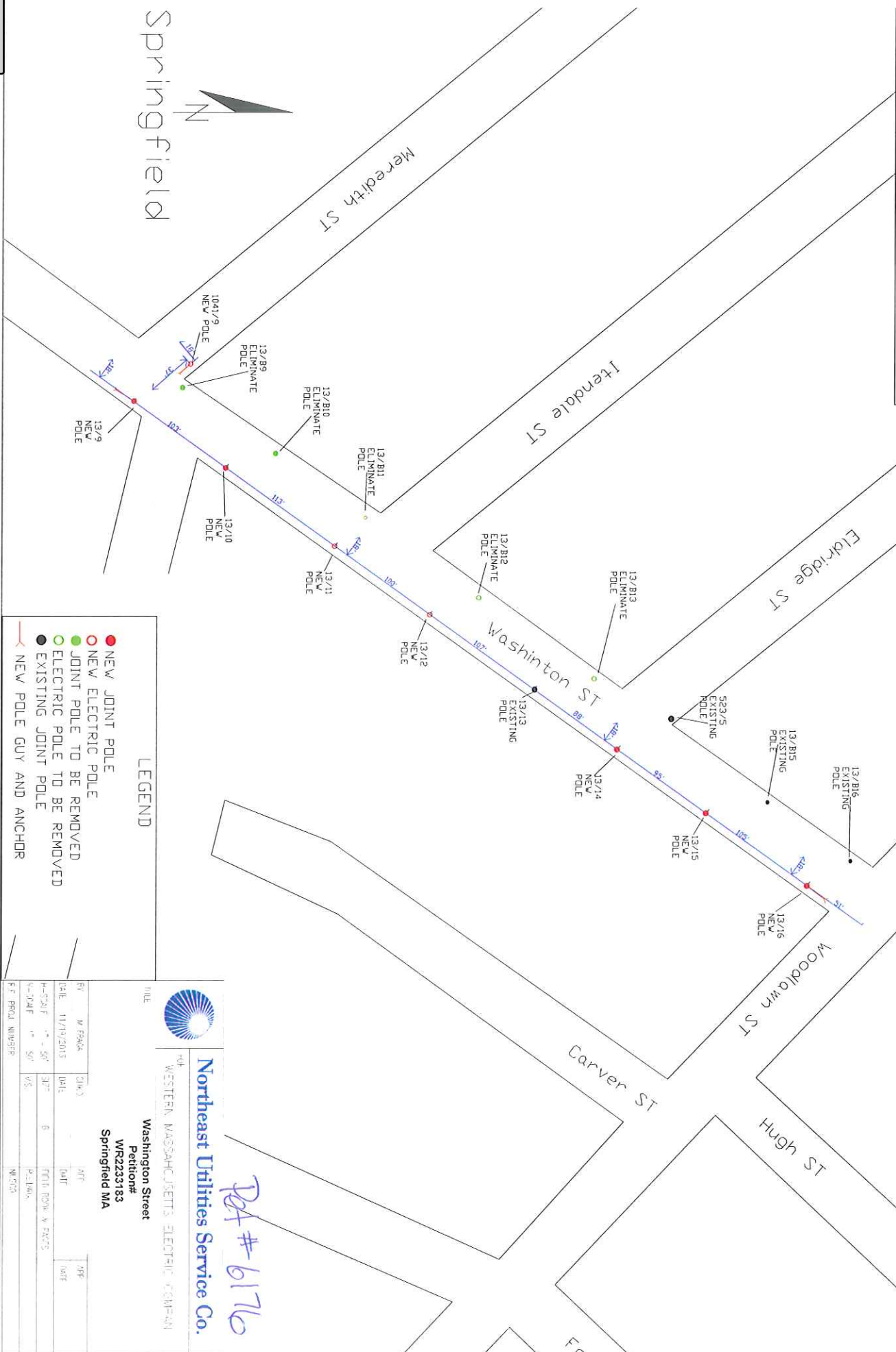
That the Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of pipe.

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


 _____)
 _____)
 _____)

BOARD OF PUBLIC WORKS

Job Scope:
Install 8 new poles on Washington Street and relocate lines to the south side of Washington Street. WMECO is updating utilities in the area and new poles are needed to improve reliability in the area.



**City of Springfield**

36 Court Street
Springfield, MA 01103

COMPLETED**COMMITTEE REPORT (ID # 2521)**

Meeting: 02/03/14 07:00 PM

Department: City Clerk

Category: General

Prepared By: Linda Fitzpatrick

Initiator: Wayman Lee

Sponsors: At-Large Councilor Timothy J. Rooke

DOC ID: 2521

Finance Committee Report

Financial and other Orders

RESULT:	RECEIVED REPORT
----------------	------------------------



City of Springfield

ADOPTED

5.13

Meeting: 02/03/14 07:00 PM

Initiator: Ryan J. Lavner

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2518

Springfield Council for Cultural & Community Affairs Donation - \$202,900 (Mayor Sarno)

WHEREAS, the Springfield Council for Cultural and Community Affairs INC. Has received donations on behalf of the Parks & Recreation Department in the amount of \$202,900 from various sources and;

WHEREAS, the funds provided shall be used for the construction of the Camp Star Angelina bath house and pool; and

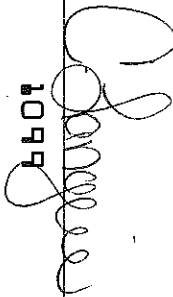
WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

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:

Springfield Council for Cultural & Community Affairs Donation - \$202,900

RESULT: PASSED BY VOICE VOTE

SPRINGFIELD COUNCIL FOR CULTURAL AND COMMUNITY AFFAIRS INC.		06/04	1099
C/O CAROL LANGEVIN PARKS DEPT 200 TRAFON RD. SPRINGFIELD, MA 01108		Date	51-72182211 B0461
Pay to the Order of	City of Springfield	\$	202,900
Two hundred two thousand nine hundred 00/100			
 peoples.com		 1099	
For	Carol Langevin	MP	
⑆221172185⑆ 2100003042⑈		1099	



**The Department of
Parks, Buildings and Recreation Management**

January 29, 2014

TJ Plante, CAFO
City of Springfield
36 Court Street
Springfield, MA 01103

Dear Mr. Plante,

Please be advised that the Springfield Council for Cultural and Community Affairs, Inc. through its fundraising efforts has raised funds for the Camp Star/Angelina pool and bath house project. SCCCA is a nonprofit agency set up for the City to raise funds and apply for grants as a 501C(3).

The Springfield Council for Cultural and Community Affairs, Inc. has funds raised for the purpose of the pool and bath house available for the transfer of \$202,900 for the Camp Star/Angelina project.

Sincerely,

Patrick J. Sullivan
Executive Director

Cc: Mayor Sarno

200 Trafton Road, Springfield, MA 01108
(413) 787-6440

Attachment: SCCCA Donation (2518 : SCCCA Donation - \$202,900)



City of Springfield

ADOPTED

Meeting: 02/03/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2509

5.14

Library Trust Income - Second Quarter - \$167,215.73 (Mayor Sarno)

WHEREAS, the Library Department has been awarded Library Trust Income of 'not to exceed' \$167,215.73 From the Springfield Library Foundation; and

WHEREAS, the income represents the second 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 \$167,215.73

RESULT: PASSED BY VOICE VOTE

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

January 15, 2015

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

Dear Lee,

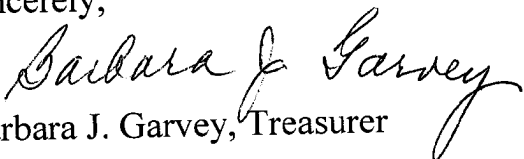
The enclosed check, in the amount of \$31,746.96 represents the Second Quarter payment to the Library of Trust Income for Fiscal Year 2014.

The amounts from each Trust follow:

Corcoran	\$12,507.57
Garvey	1,653.69
Moses	5,468.98
Walker	12,491.46
(-3%)-374.74 =	12,116.72
Total:	\$31,746.96

The Board of Directors requests an accounting of the ways in which the Trust income has been used for **purchases during Fiscal Year 2014** conforming to the wishes of the above donors.

Sincerely,


 Barbara J. Garvey, Treasurer

Attachment: Library 2nd Quarter Trust Income (2509 : Library Trust Income - \$167,215.73)



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 1/27/14

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: \$31,746.96

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 1/15/2014

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.

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

Meeting: 02/03/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2498

5.15

Fire SAFE Grant - No Match Required \$14,404.00 (Mayor Sarno)

WHEREAS, the Fire Department ("Department") has been awarded a grant from the Massachusetts Executive Office of Safety and Security in the amount of \$14,404.00; and

WHEREAS, the grant is intended to support the City's Student Awareness of Fire Education (SAFE) and Senior (SAFE) programs; and

WHEREAS, the Department intends to use the grant funds in support of fire prevention training for students and seniors, general home safety and how to be better prepared in the event of a fire; 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:

SAFE and Senior SAFE Grant - \$14,404.00

RESULT: PASSED BY VOICE VOTE



DEVAL L. PATRICK
GOVERNOR

ANDREA J. CABRAL
SECRETARY

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

P.O. Box 1025 ~ State Road

Stow, Massachusetts 01775

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

www.mass.gov/dfs



STEPHEN D. COAN
STATE FIRE MARSHAL

5.15.a

January 16, 2014

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

Dear Commissioner Conant:

I am pleased to inform you that your FY 2014 Student Awareness of Fire Education (S.A.F.E.) and Senior SAFE grant partnering applications have been approved for funding. Springfield Fire Department will receive \$10,786 for the S.A.F.E. grant and \$3,618 for Senior SAFE.

Be sure to alert your treasurer and to check with them to ensure receipt of the funds. We expect the funds to be electronically distributed on or about January 24, 2014.

All grantees are required to submit the FY 2013 year-end report to DFS by December 31, 2013. If there are any unexpended funds, the grantee may apply for a one-time 6-month extension, which will be part of the year-end report form. At the close of the single 6-month extension, all unexpended funds must be returned to the Commonwealth. At this time, any prior year remaining funds must be returned to the Commonwealth.

Nineteen years ago, the fire service advocated to the legislature for the creation of the S.A.F.E. program. Since that time average annual child fire deaths have been reduced by 70%. In FY 2014, the S.A.F.E. program was expanded to offer funds to local communities in support of senior fire prevention training. Seniors are the most vulnerable of populations at risk of fire related deaths. This program is aimed at educating seniors on fire prevention, general home safety and how to be better prepared in the event of a fire. It is our hope that with this opportunity we can recreate the success with our older population that we have had with children.

I thank you for your commitment to the S.A.F.E. program and for your continuing efforts to promote fire prevention for all citizens. If you have any questions, please feel free to contact Cynthia Ouellette at (978) 567-3381 or the S.A.F.E. staff at (978) 567-3388.

Sincerely,

Stephen D. Coan
State Fire Marshal

RCVD 01/21/14 16:00:4

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

Attachment: Fire SAFE Grant (2498 : Fire SAFE Grant - No Match Required \$14,404.00)



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 1/22/2014

Department Requesting Grant Setup Fire

Department Phone # (Please include extension) 413-750-2426

Name and Title of Person to Contact in Case of Questions Maggie Casillas
Accounts Payable /Payroll

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

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.

X Grant Type:
State – Highway
Federal Pass-Through DOE– School
Federal Direct– School
Federal – City
State DOE– School
State Other – School
State – City
Private/Other

Grant Name: FY2014 Student Awareness of Fire Education (S.A.F.E)

Total Grant Amount Awarded: \$ 14,404.00

Attachment: Fire SAFE Grant Set-Up (2498 : Fire SAFE Grant - No Match Required \$14,404.00)

Is this a Reimbursable Grant? (Y/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	The Commonwealth of Massachusetts
Contact Person	Stephen Coan
Street Address	P.O. Box , 1025 State Road
City, State, Zip Code	Stow, Ma 01775
Telephone	978-567-3100
Fax	978-567-3121
E-Mail	

Actual Award Date

Board Approval Date

Start Date January 2014

Expiration Date Until funds are expended

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Public Education 2014 Awareness of Fire Education

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: Fire SAFE Grant Set-Up (2498 : Fire SAFE Grant - No Match Required \$14,404.00)

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

Org Code:	28052232	571100	80514	500.00
	28052232	531020	80514	700.00
	28052232	551700	80514	7,204.00
	28052232	506000	80514	6,000.00

Budget Roll-Up Codes:

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

Joseph B. Cant
Signature

1/22/2014
Date

Please attach the following documents:

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

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

Attachment: Fire SAFE Grant Set-Up (2498 : Fire SAFE Grant - No Match Required \$14,404.00)



City of Springfield

ADOPTED

Meeting: 02/03/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2511

5.16

Fire Donation - \$12,500 (Mayor Sarno)

WHEREAS, the Fire Department has been awarded a Donation of \$12,500.00 from Columbia Gas of Massachusetts; and

WHEREAS, the funds provided will allow dispatchers and first responders the ability to track equipment in real-time while reducing response times. (MDT) is a heavy duty computer tablets that will be installed in emergency response vehicles. The Mobile Data Terminal (MDT) will tell first responders where all the hydrants are and the size of the water main. It will also show where the apparatus's are, so the first responders can call the closest truck to a call; and

WHEREAS, the Department intends to use the Donation funds to assist in the completion of the Mobile Data Terminal (MDT) Project; 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 public education:

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 - \$12,500.00

RESULT: PASSED BY VOICE VOTE

Columbia Gas[®] of Massachusetts

A NiSource Company

January 28, 2014

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

Dear Commissioner Conant:

It is with pride that we provide you with a check in the amount of \$12,500 to assist in the completion of the MDT Project. As you explained, these MDT units will now allow your first responders and dispatchers to have "real time" locations of all apparatus which will be instrumental in reducing response times.

The strong working relationship we have had with the Springfield Fire Department is a relationship we place a high value on and want to continue. These MDT units will also lend assistance to CMA in those situations where we find ourselves working together for the protection and safety of the residents of Springfield.

On behalf of everyone at CMA, we thank you for your support of our work. Please do not hesitate to reach out to us if we can be of further assistance.

Sincerely,

Andrea M. Luppi
Manager of Communications/Community Relations

Attachment: Columbia Gas Donation (2511 : Fire Donation - \$12,500)



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 1/27/14

Department Requesting Grant Setup Fire

Department Phone # (Please include extension) 2426

Name and Title of Person to Contact in Case of Questions Maggie Casillas
Accts Payable/ Payroll

Was this Grant previously setup for a prior fiscal year? No

If yes, please indicate your previous project number:

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

Grant Name: Columbia Gas of Massachusetts

Total Grant Amount Awarded: \$ 12,500.00

Attachment: Columbia Gas Donation (2511 : Fire Donation - \$12,500)

Is this a Reimbursable Grant?

(Y/~~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	Columbia Gas of Massachuetts
Contact Person	Andrea m. Luppi
Street Address	2025 Roosevelt Ave
City, State, Zip Code	Springfield MA 01104
Telephone	413-784-2145
Fax	413-731-7788
E-Mail	aluppi@nisource.com

Actual Award Date 12/19/2013

Board Approval Date

Start Date

Expiration Date Until funds are expneded

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Assist in the completion of the MDT project

Comments re: Conditions/Restrictions of Grant

None

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: Columbia Gas Donation (2511 : Fire Donation - \$12,500)

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

Org Code:

Object Codes: 580900 Computer Hardware

Budget Roll-Up Codes:

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

Joseph O. Comant
Signature

1/28/14
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: Columbia Gas Donation (2511 : Fire Donation - \$12,500)



City of Springfield

ADOPTED

Meeting: 02/03/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2493 A

5.17

One Care Funding Grant - No Match Required \$12,500 (Mayor Sarno)

WHEREAS, the Department of Elder Affairs has been awarded a Duals Once Care Fund Rate Grant of \$12,500 from the Massachusetts Executive Office of Elder Affairs; and

WHEREAS, the grant funds provide counseling and assist Medicare/Medicaid beneficiaries ages 21-64 to know their rights and health insurance choices including Integrated Care Organizations in Massachusetts (One Care); and

WHEREAS, the Department intends to use the grant funds to provide expanded outreach plans to educate community-based disability agencies, providers, caregiver's and family members and support groups in an effort to target dually-eligible consumers ages 21-64 for information and access to One Care provider benefits. The department will ensure and provide access to a language interpreter line to serve limited English proficient (LEP) consumers within service area via telephone and provide on-going feedback to state office about counseling sessions, outreach activities and best practices; 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:

One Care Funding Grant - \$12,500

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

CONTRACTOR LEGAL NAME City of Springfield (Dept. of Elder Affairs) (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 36 Court St., Springfield, MA 01103-1699		Business Mailing Address: 1 Ashburton Place, Room 517 Boston, MA. 02108	
Contract Manager: Alicia Germain or Katie Ryan Collins		Billing Address (if different):	
E-Mail: agermain@springfieldcityhall.com or kcollins@springfieldcityhall.com		Contract Manager: Neil Petrocelli	
Phone: 1-413-750-2893 Fax: 1-413-750-2694		E-Mail: Neil.Petrocelli@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 1-617-222-7427 Fax: 1-617-727-9368	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CT ELD 0364 DUALSONECAREFUNDSPNG RFR/Procurement or Other ID Number: ELD-RFR-2013-03	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form , scope, budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: Enter Amendment Amount: \$ _ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☐ Commonwealth Terms and Conditions ☒ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>12,500.00</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.) Contract is award of DUALS ONE CARE FUNDING. The attached scope of services contains additional terms and conditions that are contractual terms to the contract. The vendor is to adhere to these terms			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☐ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . ☐ 2. may be incurred as of ☐ , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . ☒ 3. were incurred as of a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of March 24, 2016 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u><i>Domenic J. Sarno</i></u> Date: <u>1/8/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</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>Peter Tiernan</u> Print Title: <u>Director of Administration and Finance</u>	



FY 2014

Amendment #, If Applicable:

If Federal Funds, CFDA #: 93.779

PURCHASE OF SERVICE - ATTACHMENT 1: PROGRAM COVER PAGE**PROGRAM INFORMATION**

Contractor Name: City of Springfield (Dept. of Elder Affairs)	Department Name: Executive Office of Elder Affairs
Program Type: SHINE Counseling, Outreach and Training Consortia – ONE CARE FUNDING	Document ID #: CT ELD 0364 DUALSONECAREFUNDSPNG
Program Name: SHINE Program	UFR Program #:
Program Address: 36 Court St	MMARS Program Code: 8036
City/State/Zip: Springfield, MA. 01103-1699	Other Reference Information (Information Purposes Only):
Contact Person: Alicia Germain Telephone: 413-750-2893 fax – 413-750-2694 Email – agermain@springfieldcityhall.com	Contact Person: Cynthia Phillips, SHINE Director Neil Petrocelli, Contracts Manager Telephone: (617) 727-7750
RFR INFORMATION: ☐ Attached ☒ RFR Reference # RFR-2013-03 ☐ legislative exemption ☐ emergency ☐ collective purchase ☐ interim ☐ amendment	
SCOPE OF SERVICES: ☐ Bidders Response Attached ☒ Description of Services Attached	
TOTAL ANTICIPATED CONTRACT DURATION: 9/1/13 to 3/24/16	
INITIAL DURATION: 9/1/13 to 3/24/16	
OPTIONS TO RENEW: n/a	

FISCAL TERMS

	FUNDING SUMMARY					
	Prior Years		Current Year		Future Years	
	FY	Amount	FY	Amount	FY	Amount
PRICE IS ESTABLISHED THROUGH: (CHECK 1,2, OR 3)			2014	\$12,500.00		
OPTION 1: PRICE AGREEMENT (list price) \$ _____ rate regulation (if any) 651 CMR _____						
☐ OPTION 2: SUMMARY BUDGET (T lines only) ☐ unit rate ☐ cost reimbursement ☐ other _____						
☒ OPTION 3: COMPLETE BUDGET ☒ cost reimbursement ☐ unit rate ☐ other _____						
Total: \$			Total: \$12,500.00			
	Multi-Year Total:			\$12,500.00		

CURRENT

MAX OBLIGATION: \$12,500.00 UNIT RATE: \$ _____ # BILLABLE UNITS: _____

ADDITIONAL PAYMENT OR PRICE SPECIFICATIONS:

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

BRIEF DESCRIPTION OF PERFORMANCE:



FY 2014

Contractor Name: City of Springfield (Dept. of Elder Affairs) Amendment #

If Federal Funds, CFDA: 93.779

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

Program Name: ONE CARE FUND PROGRAM	Document ID#: CT ELD 0364 DUALSONECAREFUNDSPNG	MMARS Code: 8036	Program Type Counseling Outreach and Training Consortia	UFR Prog. # ELD-RFR-2013-03
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AMENDMENT #, IF APPLICABLE:

UNIT RATE CALCULATION

1. Program Total Costs \$
- 2a. Program Offsets:
- | | <u>Source</u> | <u>Amount</u> |
|-------|---------------|---------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
- 2b. Offsets for Non-Reimbursable Costs: _____
- Note: Total non-reimbursable costs listed in line 2b must be detailed on Attachment 5.
2. Subtotal Offsets (Line 2a + Line 2b) (\$ _____)
3. Net Adjusted Program Costs (LINE 1 minus LINE 2) \$ _
4. Total Program Capacity (# of units) _____ (Type of unit)
5. Share of Total Capacity Purchased by Contract (# of units) _____ % (% of line 4)
6. Negotiated Utilization Factor, if any _____ %
7. Adjusted Capacity Used to Establish Price (LINE 4 x LINE 6) (# of units)
8. Unit Rate (LINE 3 DIVIDED BY LINE 7)
9. Maximum # of Billable Units (LINE 5 x LINE 6)

OTHER PRICE CALCULATION METHOD

10. Enter relevant information: _____

MAXIMUM OBLIGATION CALCULATION FY 2014

11. for Unit Rate: Line 8 X Line 9 \$12,500.00
 For Other Price Calculation Method, Enter Obligation from Line 10
 For Cost Reimbursement: Enter Reimbursable Cost Total from Program Budget
12. Invoice Offset
- | | <u>SOURCE</u> | <u>AMOUNT</u> |
|-------|---------------|---------------|
| _____ | _____ | _____ |
12. Subtotal: \$ 0.00
13. Maximum Obligation for the Program (LINE 11 minus LINE 12) \$12,500.00
14. Capital Budget (from Capital Budget Form), if applicable \$ 0.00
15. Total Maximum Obligation for Program (LINE 13 + LINE 14) \$12,500.00

FOR INFORMATION ONLY:

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

SOURCEAMOUNT



PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

Program Name: ONE CARE FUND PROGRAM		Document ID#: CT ELD 0364 DUALSONECAREFUNDSPNG		MMARS Code: 8036		Program Type Counseling Outreach and Training Consortia		UFR Prog. #	
		Current		Amend. Change		New		COST REIMBURSEMENT ONLY	
Program Component		FTE	Amount	FTE	Amount	FTE	Amount	**Offset	Source
UFR Title #									Reimbursable Cost
	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141)								
	SUBTOTAL STAFF								
150	Payroll Taxes								
151	Fringe Benefits								
T	Total Direct Care/Program Staff								
Title	Occupancy								
301	Program Facilities								
** 390	Fac. Oper/Main/Furn								
T	Total Occupancy								
UFR Title	Other Direct Care/Program Support								
201	Direct Care Consultant		5000.00						
202	Temporary Help								
203	Clients/Caregivers. Reimb/Stipends								
206	Subcontract Dir.Care								
204	Staff Training								
205	Staff Mileage/Travel								
207	Meals								
208	Contracted Client Trans.								
** 208	Vehicle Expenses								
** 208	Vehicle Depreciation								
209	Incid. Health/Med Care								
211	Client Per. Allowances								
212	Prov. of Material Good								
214	Direct Client Wages								
214	Other Commercial Prod. & Svs.								
** 215	Program Supplies/Mat		2500.00						
T	Total Other Direct Care/Program								
Title	Direct Admin Expenses								
216	Program Support								
** 410 & 390	Other Direct Administrative Expenses		5000.00						
T	Total Direct Administrative Exp.								
T	SUBTOTAL PROGRAM COSTS		12,500.00						
** 410	Agency Admin. Support								
T	Allocation	%	\$						
T	Commercial Earn. Factor, if applicable	%	\$						
T	PROGRAM TOTAL		12,500.00						

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

**ATTACHMENT # 2****Requirements for DUALS ONE CARE FUND Program: Scope of Services**

The DUALS ONE CARE FUND Program will provide funds to the City of Springfield Dept. of Elder Affairs.

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

- Provide counseling and assist Medicare/Medicaid beneficiaries ages 21-64 to know their rights and health insurance choices including Integrated Care Organizations in Massachusetts (One Care).
- Identify/ recruit staff person to become One Care Coordinator to manage all One Care related counseling activity at the SHINE regional level, including: recruiting and training One Care counselors from the disability community, coordinate regional educational events about One Care plans and oversee the provision of all data entry and reporting requirements to EOEa and CMS.
- Expand outreach plans to educate community-based disability agencies, providers, caregivers and family members and support groups in an effort to target dually-eligible consumers ages 21-64 for information and access to One Care provider benefits.
- Ensure that counseling services are geographically and physically accessible.
- Ensure and provide access to a language interpreter line to serve limited English proficient (LEP) consumers within service area via telephone.
- Ensure that all SHINE counselors complete online One Care training regarding cultural competence as identified by State SHINE office.
- Provide on-going feedback to state office about counseling sessions, outreach activities and best practices.
- Document each client contact and outreach activity on the National Performance Reporting (NPR) Client Contact Form and the Public and Media activity forms.
- Submit all required forms to the SHINE Program Manager for data entry at the end of each month.
- Review performance methods with State SHINE office to improve overall performance consistent with CMS requirements.
- Attend One Care related meetings as scheduled by the state SHINE Director as needed.
- The Agency may retain overhead costs at their respective agency audited rate **but not to exceed 12.5% of the amount awarded for said costs listed under this category.** A copy of the audited financial statements which indicates the agency overhead rate shall be made available upon request from EOEa.
- **Rate Contract Only:** The agency agrees that any fund balances remaining be treated as restricted surplus that is to be specifically associated with and restricted to, future spending for the Duals One Care Fund. Future spending shall be consistent with the purpose of the Duals One Care Fund and the terms and conditions of this agreement



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	Jan 29, 2014
Department Requesting Grant Setup	ELDER AFFAIRS
Department Phone # (Please include extension)	x5223
Name and Title of Person to Contact in Case of Questions	KATIE COLLINS

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

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

Grant Type:

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

Grant Name: One Care Dual Funding

Total Grant Amount Awarded: \$ 12,500.00

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 COMMONWEALTH OF MASS
 Contact Person NEIL PETROCELLI
 Street Address ONE ASHBURTON PLACE 5TH FLOOR
 City, State, Zip Code BOSTON, MA
 Telephone 6177277750
 Fax
 E-Mail

Actual Award Date JAN 2014
 Board Approval Date FEB 2014
 Start Date 09/01/2013
 Expiration Date 03/24/2016

Renewal Action Date (optional)
 If there are any Matching Funds:

Type
 Percent
 Amount

Comments re: Description/Purpose of Grant
 SERVING HEALTH INFORMATION NEEDS EVERYWHERE IN MASSACHUSETTS
 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) MONTHLY

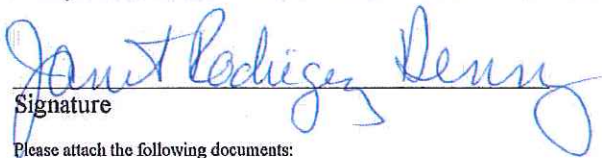
If payment is to be sent by Grantor as a Wire,
 Please enter any wire reference/identification # that may be used (if known) **SHINE One Care Duals**
 Please list all object codes needed for the grant.
 (Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes: 530105 542010 551700

Budget Roll-Up Codes: N/A

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


 Signature

1-29-2014
 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.

One Care Duals	<u>\$ 12,500.00</u>
530105 Professional Service	\$ 5,000.00
542010 Office Supplies	\$ 2,500.00
551700 Other Supplies	\$ 5,000.00

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 (Dept. of Elder Affairs) (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD
Legal Address: (W-9, W-4, T&C): 36 Court St., Springfield, MA 01103-1699	Business Mailing Address: 1 Ashburton Place, Room 517 Boston, MA. 02108
Contract Manager: Alicia Germain or Katie Ryan Collins	Billing Address (if different):
E-Mail: agermain@springfieldcityhall.com or kcollins@springfieldcityhall.com	Contract Manager: Neil Petrocelli
Phone: 1-413-750-2893 Fax: 1-413-750-2694	E-Mail: Neil.Petrocelli@state.ma.us
Contractor Vendor Code: VC6000192140	Phone: 1-617-222-7427 Fax: 1-617-727-9368
Vendor Code Address ID (e.g., "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): CT ELD 0364 DUALSONECAREFUNDSPPNG
	RFR/Procurement or Other ID Number: ELD-RFR-2013-03
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form , scope, budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<u>CONTRACT AMENDMENT</u> Enter Current Contract End Date <u>Prior</u> to Amendment: Enter Amendment Amount: \$. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☐ Commonwealth Terms and Conditions ☒ Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>12,500.00</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 <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u> </u> 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.) Contract is award of DUALS ONE CARE FUNDING. The attached scope of services contains additional terms and conditions that are contractual terms to the contract. The vendor is to adhere to these terms	
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 <u> </u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☒ 3. were incurred as of 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>March 24, 2016</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 Contractor Certifications (Incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Domenic J. Sarao</u> Date: <u>1/8/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarao</u> Print Title: <u>Mayor</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Peter Tiernan</u> Date: <u>1/17/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Peter Tiernan</u> Print Title: <u>Director of Administration and Finance</u>



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

Program Name: ONE CARE FUND PROGRAM		Document ID#: CT ELD 0364 DUALSONECAREFUNDSPNG		MMARS Code: 8036		Program Type Counseling Outreach and Training Consortia		UFR Prog. #	
		Current		Amend. Change		New		COST REIMBURSEMENT ONLY	
Program Component		FTE	Amount	FTE	Amount	FTE	Amount	**Offset	Source
UFR Title #								Reimbursable Cost	
	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141)								
	SUBTOTAL STAFF								
150	Payroll Taxes								
151	Fringe Benefits								
T	Total Direct Care/Program Staff								
Title	Occupancy								
301	Program Facilities								
** 390	Fac. Oper/Main/Furn								
T	Total Occupancy								
UFR Title	Other Direct Care/Program Support								
201	Direct Care Consultant		5000.00						
202	Temporary Help								
203	Clients/Caregivers. Reimb/Stipends								
206	Subcontract Dir.Care								
204	Staff Training								
205	Staff Mileage/Travel								
207	Meals								
208	Contracted Client Trans.								
** 208	Vehicle Expenses								
** 208	Vehicle Depreciation								
209	Incid. Health/Med Care								
211	Client Per. Allowances								
212	Prov. of Material Good								
214	Direct Client Wages								
214	Other Commercial Prod. & Svs.								
** 215	Program Supplies/Mat		2500.00						
T	Total Other Direct Care/Program								
Title	Direct Admin Expenses								
216	Program Support								
** 410 & 390	Other Direct Administrative Expenses		5000.00						
T	Total Direct Administrative Exp.								
T	SUBTOTAL PROGRAM COSTS		12,500.00						
** 410 T	Agency Admin. Support Allocation	%	\$						
T	Commercial Earn. Factor, if applicable	%	\$						
T	PROGRAM TOTAL		12,500.00						

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

ATTACHMENT # 2Requirements for DUALS ONE CARE FUND Program: Scope of Services

The DUALS ONE CARE FUND Program will provide funds to the City of Springfield Dept. of Elder Affairs.

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

- Provide counseling and assist Medicare/Medicaid beneficiaries ages 21-64 to know their rights and health insurance choices including Integrated Care Organizations in Massachusetts (One Care).
- Identify/ recruit staff person to become One Care Coordinator to manage all One Care related counseling activity at the SHINE regional level, including: recruiting and training One Care counselors from the disability community, coordinate regional educational events about One Care plans and oversee the provision of all data entry and reporting requirements to EOEA and CMS.
- Expand outreach plans to educate community-based disability agencies, providers, caregivers and family members and support groups in an effort to target dually-eligible consumers ages 21-64 for information and access to One Care provider benefits.
- Ensure that counseling services are geographically and physically accessible.
- Ensure and provide access to a language interpreter line to serve limited English proficient (LEP) consumers within service area via telephone.
- Ensure that all SHINE counselors complete online One Care training regarding cultural competence as identified by State SHINE office.
- Provide on-going feedback to state office about counseling sessions, outreach activities and best practices.
- Document each client contact and outreach activity on the National Performance Reporting (NPR) Client Contact Form and the Public and Media activity forms.
- Submit all required forms to the SHINE Program Manager for data entry at the end of each month.
- Review performance methods with State SHINE office to improve overall performance consistent with CMS requirements.
- Attend One Care related meetings as scheduled by the state SHINE Director as needed.
- The Agency may retain overhead costs at their respective agency audited rate but not to exceed 12.5% of the amount awarded for said costs listed under this category. A copy of the audited financial statements which indicates the agency overhead rate shall be made available upon request from EOEA.
- Rate Contract Only: The agency agrees that any fund balances remaining be treated as restricted surplus that is to be specifically associated with and restricted to, future spending for the Duals One Care Fund. Future spending shall be consistent with the purpose of the Duals One Care Fund and the terms and conditions of this agreement



City of Springfield

ADOPTED

Meeting: 02/03/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2492

5.18

One Care Grant - No Match Required - \$10,784.70 (Mayor Sarno)

WHEREAS, the Department of Elder Affairs has been awarded a Duals Once Care Fund Rate Grant of \$10,784.70 from the Massachusetts Executive Office of Elder Affairs; and

WHEREAS, the grant funds provide counseling and assist Medicare/Medicaid beneficiaries ages 21-64 to know their rights and health insurance choices including Integrated Care Organizations in Massachusetts (One Care); and

WHEREAS, the Department intends to use the grant funds to provide expanded outreach plans to educate community-based disability agencies, providers, caregivers and family members and support groups in an effort to target dually-eligible consumers ages 21-64 for information and access to One Care provider benefits. The department will ensure that counseling services are geographically and physically accessible; 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

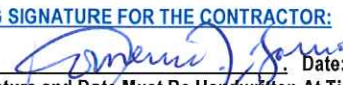
WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in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

One Care Fund Grant - \$10,784.70

RESULT: PASSED BY VOICE VOTE

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/osc under [OSD Forms](#).

CONTRACTOR LEGAL NAME City of Springfield (Dept. of Elder Affairs) (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 36 Court St., Springfield, MA 01103-1699		Business Mailing Address: 1 Ashburton Place, Room 517 Boston, MA. 02108	
Contract Manager: Alicia Germain or Katie Ryan Collins		Billing Address (if different):	
E-Mail: agermain@springfieldcityhall.com or kcollins@springfieldcityhall.com		Contract Manager: Neil Petrocelli	
Phone: 1-413-750-2893 Fax: 1-413-750-2694		E-Mail: Neil.Petrocelli@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 1-617-222-7427 Fax: 1-617-727-9368	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT ELD 0364 DUALSONECARERATESPNG RFR/Procurement or Other ID Number: ELD-RFR-2013-03	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form , scope, budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: Enter Amendment Amount: \$. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☐ Commonwealth Terms and Conditions ☒ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☒ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☐ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$			
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.) Contract is award of DUALS ONE CARE FUNDING for the period covering September 1, 2013 through March 24, 2016. The attached scope of services contains additional terms and conditions that are contractual terms to this contract. The vendor is to adhere to these terms. Contract is a unit rate contract at a rate of \$78.15 per unit. A unit is equal to one documented One Care Counseling Encounter. Invoicing is predicated on number of units as reported on SHIPTALK report which is to be submitted to EOE for review and approval. Agency reserves the right to limit the number of units paid to agency for service units provided. Contractor also agrees to further stipulations as stated in additional terms and conditions regarding the retainage of overhead and the restricted use and application of the fund balance as pertaining to this program.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☐ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . ☐ 2. may be incurred as of a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . ☒ 3. were incurred as of a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of March 24, 2016 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X:  Date: <u>1/8/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Dominic J. Samo</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>Peter Tiernan</u> Print Title: <u>Director of Administration and Finance</u>	



FY 2014

Amendment #, If Applicable:

If Federal Funds, CFDA #: 93.779

PURCHASE OF SERVICE - ATTACHMENT 1: PROGRAM COVER PAGE

PROGRAM INFORMATION

Contractor Name: City of Springfield (Dept. of Elder Affairs)	Department Name: Executive Office of Elder Affairs
Program Type: SHINE Counseling, Outreach and Training Consortia – ONE CARE FUNDING	Document ID #: CT ELD 0364 DUALSONECARERATESPNG
Program Name: SHINE Program	UFR Program #:
Program Address: 36 Court St	MMARS Program Code: 8036
City/State/Zip: Springfield, MA. 01103-1699	Other Reference Information (Information Purposes Only):
Contact Person: Alicia Germain Telephone: 413-750-2893 fax – 413-750-2694 Email – agermain@springfieldcityhall.com	Contact Person: Cynthia Phillips, SHINE Director Neil Petrocelli, Contracts Manager Telephone: (617) 727-7750
RFR INFORMATION: ☐ Attached ☒ RFR Reference # RFR-2013-03 ☐ legislative exemption ☐ emergency ☐ collective purchase ☐ interim ☐ amendment	
SCOPE OF SERVICES: ☐ Bidders Response Attached ☒ Description of Services Attached	
TOTAL ANTICIPATED CONTRACT DURATION: 9/1/13 to 3/24/16	
INITIAL DURATION: 9/1/13 to 3/24/16	
OPTIONS TO RENEW: n/a	

FISCAL TERMS

	FUNDING SUMMARY					
	Prior Years		Current Year		Future Years	
	FY	Amount	FY	Amount	FY	Amount
PRICE IS ESTABLISHED THROUGH: (CHECK 1,2, OR 3)			2014	10,784.70	2015 2016	
OPTION 1: PRICE AGREEMENT (list price) \$ _____ rate regulation (if any) 651 CMR _____						
X OPTION 2: SUMMARY BUDGET (T lines only) X unit rate ☐ cost reimbursement ☐ other _____						
☐ OPTION 3: COMPLETE BUDGET ☐ cost reimbursement ☐ unit rate ☐ other _____						
	Total: \$		Total: \$10,784.70			
	Multi-Year Total: \$10,784.70					
CURRENT MAX OBLIGATION: \$10,784.70 UNIT RATE: \$ 78.15 # BILLABLE UNITS: 138 This is a rate contract. The Maximum Obligation amount is based upon the estimated number of documented One Care Caounseling Encounter Units to be provided. This amount is subject to change based upon actual funding.						
ADDITIONAL PAYMENT OR PRICE SPECIFICATIONS: Reimbursement will be made via Payment Voucher with the Executive Office of Elder Affairs Standard Invoice. Payment Vouchers are due at Elder Affairs on a monthly basis on the 10 th day of the month following the monthly service delivery period. It is incumbent upon the contractor to maintain all records, time sheets, documentation, ect. that supports the cost for which reimbursement is requested (including sub-contractors.)						
BRIEF DESCRIPTION OF PERFORMANCE:						

FY 2014Contractor Name: City of Springfield (Dept. of Elder Affairs) Amendment #

If Federal Funds, CFDA: 93.779

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

Program Name: ONE CARE FUND RATE PROGRAM	Document ID#: CT ELD 0364 DUALSONECARERATESPNG	MMARS Code: 8036	Program Type Counseling Outreach and Training Consortia	UFR Prog. # ELD-RFR-2013-03
---	---	----------------------------	---	---------------------------------------

AMENDMENT #, IF APPLICABLE:

UNIT RATE CALCULATION

1. Program Total Costs \$
- 2a. Program Offsets:
- | <u>Source</u> | <u>Amount</u> |
|---------------|---------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
- 2b. Offsets for Non-Reimbursable Costs: _____
- Note: Total non-reimbursable costs listed in line 2b must be detailed on Attachment 5.
2. Subtotal Offsets (Line 2a + Line 2b) (\$ _____)
3. Net Adjusted Program Costs (LINE 1 minus LINE 2) \$ _
4. Total Program Capacity 138 (# of units) _____ (Type of unit)
5. Share of Total Capacity Purchased by Contract 138 (# of units) % (% of line 4)
6. Negotiated Utilization Factor, if any _____ %
7. Adjusted Capacity Used to Establish Price (LINE 4 x LINE 6) 138 (# of units)
8. Unit Rate (LINE 3 DIVIDED BY LINE 7) \$78.15
9. Maximum # of Billable Units (LINE 5 x LINE 6) 138

OTHER PRICE CALCULATION METHOD

10. Enter relevant information: _____

MAXIMUM OBLIGATION CALCULATION FY 2014

11. for Unit Rate: Line 8 X Line 9 \$ 10,784.70
 For Other Price Calculation Method, Enter Obligation from Line 10
 For Cost Reimbursement: Enter Reimbursable Cost Total from Program Budget
12. Invoice Offset
- | <u>SOURCE</u> | <u>AMOUNT</u> |
|---------------|---------------|
| _____ | _____ |
12. Subtotal: \$ 0.00
13. Maximum Obligation for the Program (LINE 11 minus LINE 12) \$ 10,784.70
14. Capital Budget (from Capital Budget Form), if applicable \$ 0.00
15. Total Maximum Obligation for Program (LINE 13 + LINE 14) \$ 10,784.70

FOR INFORMATION ONLY:

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

SOURCEAMOUNT

_____	_____
_____	_____



FY 2014 Contractor Name: City of Springfield (Dept. of Elder Affairs)

If Federal Funds, CFDA #:93.077

PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

Program Name:		Document ID#:		MMARS Code:		Program Type		UFR Prog. #	
ONE CARE FUND RATE PROGRAM		CT ELD 0364 DUALSONECARERATESPNG		8036		Counseling Outreach and Training Consortia			
	Program Component	Current		Amend. Change		New		COST REIMBURSEMENT ONLY	
		FTE	Amount	FTE	Amount	FTE	Amount	**Offset	Source Reimbursable Cost
UFR Title #	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141)								
	Program Support		4500.00						
	SUBTOTAL STAFF								
150	Payroll Taxes								
151	Fringe Benefits								
T	Total Direct Care/Program Staff		4500.00						
Title	Occupancy								
301	Program Facilities								
390	Fac. Oper/Main/Furn								
T	Total Occupancy								
UFR Title	Other Direct Care/Program Support								
201	Direct Care Consultant								
202	Temporary Help								
203	Clients/Caregivers. Reimb/Stipends								
206	Subcontract Dir.Care								
204	Staff Training								
205	Staff Mileage/Travel		500.00						
207	Meals								
208	Contracted Client Trans.								
208	Vehicle Expenses								
208	Vehicle Depreciation								
209	Incid. Health/Med Care								
211	Client Per. Allowances								
212	Prov. of Material Good								
214	Direct Client Wages								
214	Other Commercial Prod. & Svs.								
215	Program Supplies/Mat		2500.00						
T	Total Other Direct Care/Program		3000.00						
Title	Direct Admin Expenses								
216	Program Support		3284.70						
410 & 390	Other Direct Administrative Expenses								
T	Total Direct Administrative Exp.		3284.70						
T	SUBTOTAL PROGRAM COSTS		10,784.70						
410	Agency Admin. Support Allocation	%	\$						
T	Commercial Earn. Factor, if applicable	%	\$						
T	PROGRAM TOTAL		10,784.70						10,784.70

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

**ATTACHMENT # 1****Requirements for DUALS ONE CARE FUND RATE Program: Scope of Services**

The DUALS ONE CARE FUND RATE Program will provide funds to the City of Springfield Dept. of Elder Affairs.

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

- Provide counseling and assist Medicare/Medicaid beneficiaries ages 21-64 to know their rights and health insurance choices including Integrated Care Organizations in Massachusetts (One Care).
- Identify/ recruit staff person to become One Care Coordinator to manage all One Care related counseling activity at the SHINE regional level, including: recruiting and training One Care counselors from the disability community, coordinate regional educational events about One Care plans and oversee the provision of all data entry and reporting requirements to EOEA and CMS.
- Expand outreach plans to educate community-based disability agencies, providers, caregivers and family members and support groups in an effort to target dually-eligible consumers ages 21-64 for information and access to One Care provider benefits.
- Ensure that counseling services are geographically and physically accessible.
- Ensure and provide access to a language interpreter line to serve limited English proficient (LEP) consumers within service area via telephone.
- Ensure that all SHINE counselors complete online One Care training regarding cultural competence as identified by State SHINE office.
- Provide on-going feedback to state office about counseling sessions, outreach activities and best practices.
- Document each client contact and outreach activity on the National Performance Reporting (NPR) Client Contact Form and the Public and Media activity forms.
- Submit all required forms to the SHINE Program Manager for data entry at the end of each month.
- Review performance methods with State SHINE office to improve overall performance consistent with CMS requirements.
- Attend One Care related meetings as scheduled by the state SHINE Director as needed.
- The Agency may retain overhead costs at their respective agency audited rate **but not to exceed 12.5% of the amount awarded for said costs listed under this category.** A copy of the audited financial statements which indicates the agency overhead rate shall be made available upon request from EOEA.
- The agency agrees that any fund balances remaining be treated as restricted surplus that is to be specifically associated with and restricted to, future spending for the Duals One Care Fund. Future spending shall be consistent with the purpose of the Duals One Care Fund and the terms and conditions of this agreement.



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	Jan 29, 2014
Department Requesting Grant Setup	ELDER AFFAIRS
Department Phone # (Please include extension)	x5223
Name and Title of Person to Contact in Case of Questions	KATIE COLLINS

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

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

Grant Type:

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

Grant Name: One Care Dual Rate

Total Grant Amount Awarded: \$ 10,784.70

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 COMMONWEALTH OF MASS

Contact Person NEIL PETROCELLI
 Street Address ONE ASHBURTON PLACE 5TH FLOOR
 City, State, Zip Code BOSTON, MA
 Telephone 6177277750
 Fax
 E-Mail

Actual Award Date JAN 2014
 Board Approval Date FEB 2014
 Start Date 09/01/2013
 Expiration Date 03/24/2016
 Renewal Action Date (optional)
 If there are any Matching Funds:

Type
 Percent
 Amount

Comments re: Description/Purpose of Grant
 SERVING HEALTH INFORMATION NEEDS EVERYWHERE IN MASSACHUSETTS
 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) MONTHLY

If payment is to be sent by Grantor as a Wire,
 Please enter any wire reference/identification # that may be used (if known) **SHINE One Care Rate**

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 530105 571100 551700 542010

Budget Roll-Up Codes: N/A

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


 Signature

1-29-14
 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.

One Care Rate		\$ 10,784.70
501000 Wages	\$	4,500.00
530105 Professional Service	\$	3,284.70
542010 Office Supplies	\$	1,000.00
551700 Other Supplies	\$	1,500.00
571100 Mileage	\$	500.00

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME City of Springfield (Dept. of Elder Affairs) (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 36 Court St., Springfield, MA 01103-1699		Business Mailing Address: 1 Ashburton Place, Room 517 Boston, MA. 02108	
Contract Manager: Alicia Germain or Katie Ryan Collins		Billing Address (if different):	
E-Mail: agermain@springfieldcityhall.com or kcollins@springfieldcityhall.com		Contract Manager: Neil Petrocelli	
Phone: 1-413-750-2893 Fax: 1-413-750-2694		E-Mail: Neil.Petrocelli@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 1-617-222-7427 Fax: 1-617-727-9368	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT ELD 0364 DUALSONECARERATESPNG	
		RFR/Procurement or Other ID Number: ELD-RFR-2013-03	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form , scope, budget) ☐ Legislative, Legal or Other: (Attach authorizing language/justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: Enter Amendment Amount: \$ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☐ Commonwealth Terms and Conditions ☒ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☒ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☐ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$			
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. 20, § 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.) Contract is award of DUALS ONE CARE FUNDING for the period covering September 1, 2013 through March 24, 2016. The attached scope of services contains additional terms and conditions that are contractual terms to this contract. The vendor is to adhere to these terms. Contract is a unit rate contract at a rate of \$78.15 per unit. A unit is equal to one documented One Care Counseling Encounter. Invoicing is predicated on number of units as reported on SHIPTALK report which is to be submitted to EOEA for review and approval. Agency reserves the right to limit the number of units paid to agency for service units provided. Contractor also agrees to further stipulations as stated in additional terms and conditions regarding the retainage of overhead and the restricted use and application of the fund balance as pertaining to this program.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . ___ 2. may be incurred as of a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . ☒ 3. were incurred as of a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of March 24, 2016 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u><i>[Signature]</i></u> Date: <u>1/18/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u><i>[Signature]</i></u> Date: <u>1/17/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Peter Tiernan</u> Print Title: <u>Director of Administration and Finance</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

FY 2014

Amendment #, If Applicable:

If Federal Funds, CFDA #: 93.779

PURCHASE OF SERVICE - ATTACHMENT 1: PROGRAM COVER PAGE

PROGRAM INFORMATION

Contractor Name: City of Springfield (Dept. of Elder Affairs)	Department Name: Executive Office of Elder Affairs
Program Type: SHINE Counseling, Outreach and Training Consortia - ONE CARE FUNDING	Document ID #: CT ELD 0364 DUALSONECARERATESPNG
Program Name: SHINE Program	UFR Program #:
Program Address: 36 Court St	MMARS Program Code: 8036
City/State/Zip: Springfield, MA. 01103-1699	Other Reference Information (Information Purposes Only):
Contact Person: Alicia Germain Telephone: 413-750-2893 fax - 413-750-2694 Email - agermain@springfieldcityhall.com	Contact Person: Cynthia Phillips, SHINE Director Neil Petrocelli, Contracts Manager Telephone: (617) 727-7750
RFR INFORMATION: ☐ Attached ☒ RFR Reference # RFR-2013-03 ☐ legislative exemption ☐ emergency ☐ collective purchase ☐ interim ☐ amendment	
SCOPE OF SERVICES: ☐ Bidders Response Attached ☒ Description of Services Attached	
TOTAL ANTICIPATED CONTRACT DURATION: <u>9/1/13</u> to <u>3/24/16</u>	
INITIAL DURATION: <u>9/1/13</u> to <u>3/24/16</u>	
OPTIONS TO RENEW: n/a	

FISCAL TERMS

	FUNDING SUMMARY					
	Prior Years		Current Year		Future Years	
	FY	Amount	FY	Amount	FY	Amount
PRICE IS ESTABLISHED THROUGH: (CHECK 1, 2, OR 3)			2014	10,784.70	2015	
OPTION 1: PRICE AGREEMENT (list price)					2016	
\$ _____						
rate regulation (if any) <u>651 CMR</u>						
X OPTION 2: SUMMARY BUDGET (T lines only)						
X unit rate						
☐ cost reimbursement						
☐ other _____						
☐ OPTION 3: COMPLETE BUDGET						
☐ cost reimbursement						
☐ unit rate						
☐ other _____						
Total: \$			Total: \$10,784.70			
			Multi-Year Total: \$10,784.70			
CURRENT						
MAX OBLIGATION: \$10,784.70 UNIT RATE: \$ 78.15 # BILLABLE UNITS: 138						
This is a rate contract. The Maximum Obligation amount is based upon the estimated number of documented One Care Caounseling Encounter Units to be provided. This amount is subject to change based upon actual funding.						
ADDITIONAL PAYMENT OR PRICE SPECIFICATIONS:						
Reimbursement will be made via Payment Voucher with the Executive Office of Elder Affairs Standard Invoice. Payment Vouchers are due at Elder Affairs on a monthly basis on the 10 th day of the month following the monthly service delivery period. It is incumbent upon the contractor to maintain all records, time sheets, documentation, ect. that supports the cost for which reimbursement is requested (including sub-contractors.)						
BRIEF DESCRIPTION OF PERFORMANCE:						

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

FY 2014Contractor Name: City of Springfield (Dept. of Elder Affairs) Amendment #

If Federal Funds, CFDA: 93.779

PURCHASE OF SERVICE

ATTACHMENT 4: RATE CALCULATION/MAXIMUM OBLIGATION CALCULATION PAGE

Program Name: ONE CARE FUND RATE PROGRAM	Document ID#: CT ELD 0364 DUALSONECARERATESPNG	MMARS Code: 8036	Program Type Counseling Outreach and Training Consortia	UFR Prog. # ELD-RFR-2013-03
--	--	------------------------	---	--------------------------------

AMENDMENT #, IF APPLICABLE:

UNIT RATE CALCULATION

1. Program Total Costs \$
- 2a. Program Offsets:
- | | <u>Source</u> | <u>Amount</u> |
|--|---------------|---------------|
| | | |
| | | |
| | | |
| | | |
- 2b. Offsets for Non-Reimbursable Costs: _____
- Note: Total non-reimbursable costs listed in line 2b must be detailed on Attachment 5.
2. Subtotal Offsets (Line 2a + Line 2b) (\$ _____)
3. Net Adjusted Program Costs (LINE 1 minus LINE 2) \$ _____
4. Total Program Capacity 138 (# of units) _____ (Type of unit)
5. Share of Total Capacity Purchased by Contract 138 (# of units) % (% of line 4)
6. Negotiated Utilization Factor, if any _____ %
7. Adjusted Capacity Used to Establish Price (LINE 4 x LINE 6) 138 (# of units)
8. Unit Rate (LINE 3 DIVIDED BY LINE 7) \$78.15
9. Maximum # of Billable Units (LINE 5 x LINE 6) 138

OTHER PRICE CALCULATION METHOD

10. Enter relevant information: _____

MAXIMUM OBLIGATION CALCULATION FY 2014

11. for Unit Rate: Line 8 X Line 9 \$ 10,784.70
For Other Price Calculation Method, Enter Obligation from Line 10
For Cost Reimbursement: Enter Reimbursable Cost Total from Program Budget
12. Invoice Offset
- | | <u>SOURCE</u> | <u>AMOUNT</u> |
|--|---------------|---------------|
| | | |
12. Subtotal: \$ 0.00
13. Maximum Obligation for the Program (LINE 11 minus LINE 12) \$10,784.70
14. Capital Budget (from Capital Budget Form), if applicable \$ 0.00
15. Total Maximum Obligation for Program (LINE 13 + LINE 14) \$10,784.70

FOR INFORMATION ONLY:

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

SOURCEAMOUNT

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

FY 2014 Contractor Name: City of Springfield (Dept. of Elder Affairs)If Federal Funds, CFDA #: 93.077

PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

Program Name: ONE CARE FUND RATE PROGRAM		Document ID#: CT ELD 0364 DUALSONECARERATESPNG		MMARS Code: 8036		Program Type Counseling Outreach and Training Consortia		UFR Prog. #	
		Current		Amend. Change		New		COST REIMBURSEMENT ONLY	
		FTE	Amount	FTE	Amount	FTE	Amount	**Offset	Source
Program Component									Reimbursable Cost
UFR Title #	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141)								
	Program Support		4500.00						
	SUBTOTAL STAFF								
150	Payroll Taxes								
151	Fringe Benefits								
T	Total Direct Care/Program Staff		4500.00						
Title	Occupancy								
301	Program Facilities								
390	Fac. Oper/Main/Furn								
T	Total Occupancy								
UFR Title	Other Direct Care/Program Support								
201	Direct Care Consultant								
202	Temporary Help								
203	Clients/Caregivers. Reimb/Stipends								
206	Subcontract Dir.Care								
204	Staff Training								
205	Staff Mileage/Travel		500.00						
207	Meals								
208	Contracted Client Trans.								
208	Vehicle Expenses								
208	Vehicle Depreciation								
209	Incid. Health/Med Care								
211	Client Per. Allowances								
212	Prov. of Material Good								
214	Direct Client Wages								
214	Other Commercial Prod. & Sys.								
215	Program Supplies/Mat		2500.00						
T	Total Other Direct Care/Program		3000.00						
Title	Direct Admin Expenses								
216	Program Support		3284.70						
410 & 390	Other Direct Administrative Expenses								
T	Total Direct Administrative Exp.		3284.70						
T	SUBTOTAL PROGRAM COSTS		10,784.70						
410	Agency Admin. Support Allocation	%	\$						
T	Commercial Earn. Factor, if applicable	%	\$						
T	PROGRAM TOTAL		10,784.70						10,784.70

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

ATTACHMENT #1Requirements for DUALS ONE CARE FUND RATE Program: Scope of Services

The DUALS ONE CARE FUND RATE Program will provide funds to the City of Springfield Dept. of Elder Affairs.

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

- Provide counseling and assist Medicare/Medicaid beneficiaries ages 21-64 to know their rights and health insurance choices including Integrated Care Organizations in Massachusetts (One Care).
- Identify/ recruit staff person to become One Care Coordinator to manage all One Care related counseling activity at the SHINE regional level, including: recruiting and training One Care counselors from the disability community, coordinate regional educational events about One Care plans and oversee the provision of all data entry and reporting requirements to EOEA and CMS.
- Expand outreach plans to educate community-based disability agencies, providers, caregivers and family members and support groups in an effort to target dually-eligible consumers ages 21-64 for information and access to One Care provider benefits.
- Ensure that counseling services are geographically and physically accessible.
- Ensure and provide access to a language interpreter line to serve limited English proficient (LEP) consumers within service area via telephone.
- Ensure that all SHINE counselors complete online One Care training regarding cultural competence as identified by State SHINE office.
- Provide on-going feedback to state office about counseling sessions, outreach activities and best practices.
- Document each client contact and outreach activity on the National Performance Reporting (NPR) Client Contact Form and the Public and Media activity forms.
- Submit all required forms to the SHINE Program Manager for data entry at the end of each month.
- Review performance methods with State SHINE office to improve overall performance consistent with CMS requirements.
- Attend One Care related meetings as scheduled by the state SHINE Director as needed.
- The Agency may retain overhead costs at their respective agency audited rate **but not to exceed 12.5% of the amount awarded for said costs listed under this category.** A copy of the audited financial statements which indicates the agency overhead rate shall be made available upon request from EOEA.
- The agency agrees that any fund balances remaining be treated as restricted surplus that is to be specifically associated with and restricted to, future spending for the Duals One Care Fund. Future spending shall be consistent with the purpose of the Duals One Care Fund and the terms and conditions of this agreement.



City of Springfield

ADOPTED

Meeting: 02/03/14 07:00 PM
Initiator: Ryan J. Lavner
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2503

5.19

Unaccompanied Homeless Youth Grant - \$4,750 No Match (Mayor Sarno)

WHEREAS, the Community Development ("Department") has been awarded a Hampden County Continuum of Care grant for \$4,750 from the Commonwealth of Massachusetts Department of Housing & Community Development; and

WHEREAS, the grant's purpose is to assist in the statewide goal of becoming the first state in the nation to conduct a statewide count of unaccompanied homeless youth and obtain a statewide data set that will inform policy and program design.

WHEREAS, the Department will conduct a count of unaccompanied homeless youth in the Continuum of Care Service geographic footprint. The Department will engage partners in a local planning committee to assist in the identification of unaccompanied homeless youth during the Point in Time count.

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:

Unaccompanied Homeless Youth Grant - \$4,750 No Match

RESULT: PASSED BY VOICE VOTE



Commonwealth of Massachusetts
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

Deval L. Patrick, Governor ♦ Aaron Gornstein, Undersecretary

November 8, 2013

Gerry McCafferty
City of Springfield
1600 E. Columbus Ave.
Springfield, MA 01103

Dear Ms. McCafferty,

As you may be aware, the Unaccompanied Homeless Youth Commission was established in 2012 and has been working since to outline a strategy for better understanding the scope and needs of unaccompanied homeless youth. Fortunately this year the state's budget includes resources to enhance the work of the Commission. As a result, I am pleased to inform you that the Department of Housing and Community Development will make a one-time grant of \$4,750 available to the Hampden County Continuum of Care in order to support efforts to conduct a count and survey of unaccompanied homeless youth during this year's Point In Time count. Expenses are permitted between the dates of 7/1/13 and 6/30/14.

Participation by the Hampden County CoC will be important for our statewide goal of becoming the first state in the nation to conduct a statewide count of unaccompanied homeless youth and obtain a statewide data set that will inform policy and program design. With a clearer understanding of this vulnerable population we will all be better positioned to allocate resources in a more effective and efficient manner, with the ultimate goal of ending homelessness among youth.

Enclosed with this letter is a Scope of Services and an outline of required reporting elements associated with the grant. Please review these. I will be in touch with you soon to discuss additional details and answer any questions you may have. You will also need to prepare a budget for approval prior to invoicing. Invoices should be submitted by the 15th day after the end of each month and should be submitted via email to liz.rogers@state.ma.us or by mail to Liz Rogers, 100 Cambridge St., Suite 400, Boston, MA 02114. Invoices must be accompanied by supporting documentation, such as receipts.

Additionally, you have already received an invitation to attend the upcoming conference on November 18, 2013 at Clark University where all CoCs will have the opportunity to share their approaches to planning and executing this statewide count.

Thank you for your commitment to homeless youth and your partnership in the MA Youth Count effort.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Rogers".

Elizabeth Rogers
Executive Director
Interagency Council on Housing and Homelessness

Enclosures

Massachusetts Youth Count

SCOPE OF SERVICES

The Continuum of Care shall perform the following functions and activities:

A. Point In Time Count Administration

1. Conducting a count of unaccompanied homeless youth in the Continuum of Care service geographic footprint.

The Continuum of Care shall be responsible for conducting a census of all unaccompanied homeless youth on the date of the annual Point In Time Count as required by the U.S. Department of Housing and Urban Development (HUD). The count should include at a minimum those youth who meet the criteria described in paragraph 1 of HUD's Homeless Definition Final Rule and who are not in foster care, wards of the state, or otherwise under government custody or supervision as of the night designated for the count. The Continuum of Care may also count other youth defined as homeless by some other entity, such as the Runaway and Homeless Youth Act, though this may only be used for planning purposes and cannot be reported to HUD. The Homeless Definition Final Rule can be found at: https://www.onecpd.info/resources/documents/HEARTH_HomelessDefinition_FinalRule.pdf

2. Engaging partners in a local planning committee to assist in the identification of unaccompanied homeless youth during the Point In Time count.

The Continuum of Care shall be responsible for serving as the lead coordinating agency for the count, but shall also engage additional community partners to assist in the effort. This could include housing and service providers, government entities, youth-serving agencies, LGBTQ-serving agencies, and other community-based nonprofits.

B. Survey Administration

1. Administer a survey to unaccompanied homeless youth.

The Continuum of Care shall be responsible for administering a survey to unaccompanied homeless youth over the course of the three days following the Point In Time Count. For example, if the count is scheduled for a Wednesday, the survey should be administered on Thursday, Friday, and Saturday of that same week. The survey tool used will be provided to the Continuum of Care by the Department of Housing and Community Development, and will be used statewide in order to collect a complete, uniform data set across sites. The survey should be handed in paper form to youth to complete. The survey is not intended to be administered in an interview style.

2. Recruit volunteers to assist with survey administration.

The Continuum of Care shall be responsible for recruiting volunteers to identify and provide youth with the survey tool. Every effort should be made to recruit youth who may have experienced homelessness to serve as these volunteers in order to increase comfort amongst youth being surveyed.

3. Pay stipends for participating youth.

Any youth volunteers assisting with the administration of the survey tool should be paid a stipend for their time, not to exceed \$50. Additionally, the Continuum of Care should also attempt to identify resources to pay a small stipend to youth completing the survey. State grant funds may be used to support both of these efforts, but additional resources could be necessary. Stipends could be paid in the form of gift cards to grocery stores, convenience stores, or other local and easily accessible businesses.

C. Data Collection and Reporting

1. Provide the Department of Housing and Community Development with census numbers and survey results.

The Continuum of Care shall provide DHCD with information about the number of homeless youth in their geographic footprint, as well as all completed surveys for central processing. Additional details on data and reporting can be found in the Memorandum dated November 8, 2013 referencing required data and reporting elements.

2. Participate in a process evaluation.

Following the conclusion of the count and survey period, the Continuum of Care shall participate in a telephone interview with DHCD's data analysis team to gather information about the initiative. Additional details on data and reporting can be found in the Memorandum dated November 8, 2013 referencing required data and reporting elements.

MEMORANDUM**TO:** MA Youth Count Grantees**FROM:** Liz Rogers, Interagency Council on Housing and Homelessness**DATE:** November 8, 2013**RE:** Massachusetts Youth Count Reporting Requirements

All grantees will be required to report back to the Department of Housing and Community Development on the results of their efforts to count and survey unaccompanied homeless youth. The reporting requirements fall into three main categories as described below. Items I and II will be due no later than February 19, 2014, and should be submitted to Liz Rogers at liz.rogers@state.ma.us - 100 Cambridge St., Suite 400, Boston, MA 02114.

- I. Point in Time Census of Unaccompanied Homeless Youth
 - a. Total number of HUD-defined homeless youth encountered during the PIT.
 - b. Total number of any *additional* homeless youth encountered during the PIT (i.e., beyond HUD's definition).

- II. Youth Count Survey
 - a. In an attempt to reduce the data entry burden on all parties, DHCD and the ICHH are exploring the possibility of using Scantron to process all paper surveys. Details of this are still being finalized, and if we are able to move forward CoCs will be asked to submit all paper surveys centrally to Liz Rogers at the address above. Grantees would receive original paper surveys and electronic data back from the state once surveys have been processed.

- III. Process Evaluation: 45-minute phone interview with state's data analysis team to be scheduled for February 2014. Interview questions will include the following:
 - a. What were the biggest successes for your count?
 - b. What were the biggest challenges for your count?
 - c. Do you think there were youth that were missed in your count? If so, what is your estimation of the undercount (e.g., youth in certain circumstances or in certain geographies)?
 - d. How well did your approach to survey administration work?
 - e. How well did the tool itself work? Was the length appropriate? Are there certain questions that posed challenges to obtaining strong information, or should be redesigned or removed?
 - f. What strategies did you employ to recruit volunteers and what was most effective? Least effective?
 - g. Did you initiate a local planning committee? What benefits, if any, did that bring to the implementation of the count?
 - h. What partner organizations did you engage in the count and survey administration? What partners were missing from your effort and why?
 - i. How did you train volunteers?
 - j. What coordination did you employ during the count and survey period?
 - k. Has this experience changed the way your CoC will approach the count in the future or how it will work with unaccompanied homeless youth?
 - l. What advice would you give the state as it looks to support future efforts to count unaccompanied homeless youth?



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 02/03/2013

Department Requesting Grant Setup Office of Housing

Department Phone # (Please include extension) 6082

Name and Title of Person to Contact in Case of Questions Gerry McCafferty

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number:

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

X State – City

Private/Other

Grant Name: Homeless Youth Count

Total Grant Amount Awarded: \$ 4,750.00

Attachment: youth count grant (2503 : Unaccompanied Homeless Youth Grant - \$4,750 No Match)

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	Commonwealth of MA
Contact Person	Elizabeth Rogers
Street Address	100 Cambridge Street
City, State, Zip Code	Boston, MA 02114
Telephone	617-573-1100
Fax	
E-Mail	liz.rogers@state.ma.us

Actual Award Date 11/8/2013

Board Approval Date

Start Date

Expiration Date

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

One time grant to support the efforts to conduct a count and survey of unaccompanied homeless youths during this year's Point in Time Count

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) 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: youth count grant (2503 : Unaccompanied Homeless Youth Grant - \$4,750 No Match)

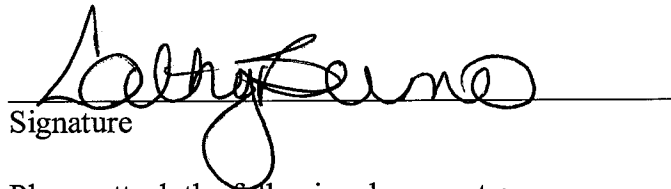
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

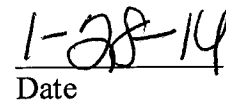
Org Code:

Object Codes: 530105

Budget Roll-Up Codes:

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


Signature


Date

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: youth count grant (2503 : Unaccompanied Homeless Youth Grant - \$4,750 No Match)



City of Springfield

ADOPTED

Meeting: 02/03/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2494

5.20

Family Child Care Grant - No Match Required - \$3,700.00 (Mayor Sarno)

WHEREAS, the Library Department ("Department") has been awarded a Family Child Care Language & Literacy Project grant of \$3,700.00 from the Irene and George Davis Foundation; and

WHEREAS, the grant funds provide outreach, child/family programming, professional development opportunities, and literacy events; and

WHEREAS, the Department intends to use the grant funds to cover expenses related to books, classroom space and security for our final year of project implementation; 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:

Family Child Care Language & Literacy Project - \$3,700.00

RESULT: PASSED BY VOICE VOTE



PreschoolEnrichmentTeam

Enriching early care & education

June 29, 2013

Carol Leaders
Business Manager
Springfield City Library
220 State Street
Springfield, MA 01103

Dear Carol;

We are pleased to present the Springfield City Library with a check for \$3,700 for Year 4 of the Family Child Care Language and Literacy Project. These funds, granted by the Irene and George Davis Foundation, will cover expenses related to books, classroom space and security for our final year of project implementation.

Sincerely,

Vicki Van Zee
Executive Director
Preschool Enrichment Team

Attachment: Library \$3,700 (2494 : Family Child Care Grant - No Match Required - \$3,700.00)



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 1/14/2014

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? Y

If yes, please indicate your previous project number: 19643

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 Preschool Enrichment Team thru Davis Foundation

X Private/Other

Grant Name: Family Child Care Literacy Project

Total Grant Amount Awarded: \$ 3700.00

Is this a Reimbursable Grant? (Y/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 01/10/2014
Board Approval Date
Start Date Sept 2012
Expiration Date Dec 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)

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

Org Code: 29976100

Object Codes: 501000 506000 530105 571100 551700 534100 542010 551700 551300
524020 531040 531200

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

Meeting: 02/03/14 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2512

5.21

Springfield Women's Commission Donation - \$400 (Mayor Sarno)

WHEREAS, the Springfield Women's Commission ("Commission"), an ad hoc committee of the City Council, has been awarded a donation of \$400.00 from the Eastfield Mall, 1655 Boston Road, Springfield, MA 01129,

WHEREAS, the funds provided shall be used towards the cost of the Commission's International Women's Day event on Friday, March 7th,

WHEREAS, the funds provided shall cover the cost of \$300 for the event speaker, and miscellaneous expenses totaling \$100,

WHEREAS, the Commission has accepted the donation and requests authorization from the City Council and the Mayor to expend the donation funds for the purposes of the International Women's Day event:

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

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

Springfield Women's Commission Donation \$400.00

Eastfield Mall
1655 Boston Road
Springfield, MA 01129

RESULT: PASSED BY VOICE VOTE

Hackett, Lindsay B.

From: Burns, Pat
Sent: Tuesday, January 28, 2014 9:32 AM
To: Winkler, Jennifer; Hackett, Lindsay B.
Subject: FW: W 9 - City of Springfield, Women's Commission
Attachments: W-9 Form Spfld.pdf

Hi Jenn & Lindsay,

This is a donation from the Eastfield Mall to the City Council Women's Commission.

Can you please prepare an order authorizing expenditure of this donation?

Thanks,
 Pat

From: Burns, Pat
Sent: Tuesday, January 21, 2014 3:44 PM
To: 'aputnam122@aol.com'
Subject: RE: W 9 - City of Springfield, Women's Commission

Hello Arlene,

Please find attached a copy of the City's W-9 form.

Contact me with any questions.

Thank you,
 Pat

Patrick S. Burns
 City Comptroller
 Office of the City Comptroller
 City of Springfield
 36 Court Street, Room 400
 Springfield, MA 01103
 (413) 787-6153 Phone
 (413) 787-6159 Fax
pburns@springfieldcityhall.com

From: aputnam122@aol.com [<mailto:aputnam122@aol.com>]
Sent: Tuesday, January 21, 2014 2:43 PM
To: Burns, Pat
Subject: W 9 - City of Springfield, Women's Commission

Attachment: Springfield Women's Commission (2512 : Springfield Women's Commission Donation - \$400)

Dear Patrick Burns,

I am writing to request a W 9 form from the Springfield Women's Commission, an ad-hoc committee of the Springfield City Council, chaired by Kateri Walsh.

Our International Women's Day event will be on Friday, March 7th and I have The Eastfield Mall willing to be the sponsor for \$400.00. We have a speaker coming that will cost us \$300. and some miscel. expenses that should use up the remaining \$100.

Please call me or the City Council office if you need any further information.

Thank you,
Arlene Putnam



Arlene Putnam

413 896 6714

aputnam122@aol.com

-----Original Message-----

From: Kateri Walsh <wkaterib@gmail.com>

To: aputnam122 <aputnam122@aol.com>

Cc: SUSAN KACOYANNAKIS <skacoyannakis@springfieldcityhall.com>; kelly m <kmickiewicz@springfieldcityhall.com>

Sent: Tue, Jan 21, 2014 1:08 pm

Subject: Re: Sponsor

Arlene,
Please send request to Patrick Burns, City Comptroller.
Send to council Office first.
He will handle details.

Sent from my iPad

On Jan 20, 2014, at 4:20 PM, aputnam122@aol.com wrote:

Can you get me one of these W-9's from the city or the Women's Commission.
Might be a problem if we can't get one.



Arlene Putnam

413 896 6714

aputnam122@aol.com

-----Original Message-----

From: Melinda Graulau <MGraulau@EastfieldMall.com>

To: aputnam122 <aputnam122@aol.com>

Sent: Mon, Jan 20, 2014 4:00 pm

Subject: RE: Sponsor

Will do, but can you send me a W-9 for Springfield Women's Commission? Corporate doesn't process any checks now without the W-9.

Thanks,

Attachment: Springfield Women's Commission (2512 : Springfield Women's Commission Donation - \$400)

Mel

Melinda S. Graulau
 General Manager
 Eastfield Mall
 1655 Boston Road
 Springfield, MA 01129
 P: (413) 543-8000 ext. 17
 F: (413) 543-4221

The information contained in this message may be privileged, confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify your representative immediately and delete this message from your computer. Thank you.

From: aputnam122@aol.com [<mailto:aputnam122@aol.com>]
Sent: Monday, January 20, 2014 3:58 PM
To: Melinda Graulau
Subject: Sponsor

Hi,
 Can you please mail the check c/o Arlene Putnam, 122 Candlewood Drive, Enfield, CT 06082.
 So many checks come into the city and city hall that we want to be sure it gets into the correct place.
 Again, thanks so much for your support. I will be contacting you before I leave on my vacation to get the head count for seats from the mall.
 Arlene

[<-WRD149.jpg>](#)

Arlene Putnam
 413 896 6714
aputnam122@aol.com

Attachment: Springfield Women's Commission (2512 : Springfield Women's Commission Donation - \$400)



City of Springfield

ADOPTED

Meeting: 02/03/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2496

5.22

Fire Donation X3 - No Match Required \$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 in memory of Frank Hrobak; 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:

Bay State Table Tennis Club	\$100.00
Bacon/Wilson/ Linda Boucher	\$5.00
Leo Lortie Sr./ Dorothy G. Lortie	<u>\$25.00</u>
	\$130.00

RESULT: PASSED BY VOICE VOTE



SPRINGFIELD

WESTFIELD

NORTHAMPTON

AMHERST

January 9, 2014

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 Francis R. Hrobak.

Please send the acknowledgement to:

Linda Boucher
1335 Amostown Road
West Springfield, MA 01089

Thank you for your cooperation in this matter.

Very truly yours,

A handwritten signature in dark ink, appearing to be "H. Darling", written over a horizontal line.

Hyman G. Darling

HGD/mb
Enclosure
28637-0002
1056985

RCVD 01/13/14 14:52:3

167254

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

PEOPLE'S UNITED BANK
51-7218-2211

Five & No/100 Dollars

DATE
1/10/2014

AMOUNT
\$ 5.00

PAY
TO THE
ORDER
OF

Springfield Fire Department Memorial Funds
605 Worthington Street
Springfield, MA 01105


AUTHORIZED SIGNATURE

ED Security features. Details on back.

⑈ 167254 ⑈ ⑆ 221172186 ⑆ 0100000669 ⑈

This is a contribution
for Frank Hrobak
from the Baystate
Table Tennis Club.

Thank you,

Leon Stechenberg

PCVD 01/08/14 13:25:2

BAY STATE TABLE TENNIS CLUB

DAVID CHERNOCK
104 COOLEY DRIVE
LONGMEADOW, MA 01106

1285

53-7097/2118
08

1-7-14

Date

Pay to the Order of City of Springfield Fire Dept Memorial Fund \$ 100.00
One hundred Dollars



Security
Features
Details on
Back.

**HAMPDEN
BANK** SPRINGFIELD, MASSACHUSETTS

For Frank Hrobak

From Baystate Table Tennis Club

Leon Stechenberg ^{MP}

⑆211870977⑆ 2250530224⑆ 1285

LEO M. LORTIE, SR. DOROTHY G. LORTIE 20 GLENVALE ST. SPRINGFIELD, MA 01119-2835		1749 53-7054/2113 78
Date <u>Jan. 11, 2014</u>		
Pay to the Order of	<u>Apped. Fire Dept</u>	\$ <u>25.00</u>
<u>Twenty five and 00/100</u>		Dollars
 Bank America's Most Convenient Bank®		
For	<u>Memory of Frank Hrabak Leo M. Lortie, Sr.</u>	
⑆211370545⑆		40093424 1749



City of Springfield

ADOPTED

5.23

Meeting: 02/03/14 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2491

An Order Accepting a Gift of Personal Property from Vest-A-Dog (Mayor Sarno)

WHEREAS, Vest-A-Dog has purchased two (2) Hidden Bite Sleeves, two (2) Synthetic Police Bites Sleeves and two (2) Dogtra Collars to be donated to the City of Springfield, to be used by the Police Department ("Department"); and

WHEREAS, the Department plans to use these supplies for training and patrol with the K9 team; and

WHEREAS, Mayor Domenic J. Sarno supports and approves the acceptance of this gift from Vest-A-Dog;

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A 1/2, that the City Council hereby accepts the donation of the K9 supplies from Vest-A-Dog on behalf of the City, and authorizes the Department to use the same for the purposes of the gift, without specific appropriation.

RESULT: PASSED BY VOICE VOTE

Supporting Massachusetts police dogs – Celebrating our 13th Anniversary

MASSACHUSETTS



Helping provide bulletproof vests, essential equipment, training & dogs

508-668-7149 • PO Box 48 Walpole MA 02081 • mavestadog.org • facebook.com/mavestadog

January 15, 2014

TO: Beverly Police Department: Captain Chris Negrotti
 Concord Police Department: William G. Chase - Interim Chief of Police, Officer Sylvia Toumayan
 Essex County Sheriff's Department: Captain Shane Ehlers, Sergeant John Zaccari
 MA Environmental Police: Colonel Aaron Gross, Lt. James Hennessey, Ofc. Art O'Connell, (Ofc. Nick Rainer)
 Fall River Police Department: Sergeant Jeffrey Richard, (Detective Gary Barboza)
 Franklin Police Department: Lieutenant Thomas Lynch, Officer Michael Gilboy
 Massachusetts State Police: Colonel Timothy P. Alben (c/o Tpr. Louise L. McInney/Strategic Planning),
 Lieutenant Joseph King, Trooper David M. Stucenski, Trooper Scott Davis
 Plymouth County Sheriff's Department: Assistant Deputy Superintendent Ken Ballinger, Captain Paul Foran
 Springfield Police Department: Sergeant Brian Elliott, Officer Timothy Morrow

FROM: Kathy Hinds—President/Director, Diane Whittaker, CVT—Vice President/Director, Daniel Flaherty, CPA –
 Treasurer/Director, Lisa Hinds—Clerk/Director, Shirlee Sears—Director, & K9 Officer Michael Phinney of Wareham
 Police Department-Director

Cc: Honorary Board Members: Drew Brodsky, Special Agent Bobby E. Earls (RET) Conrail Police - Boston
 Headquarters, and Michael Ryer, DVM

Thank you for applying to the fifth grant cycle for the expanded mission of Massachusetts Vest-a-Dog, Inc., applying for "essential equipment, training and dogs." We especially appreciate the time and consideration each of you took to explain the necessity of the request.

Per the grant guidelines, the volunteer review panel consisted of two MA Vest-a-Dog, Inc. Board Members, one current K-9 handler (open to any department), and one retired K-9 handler. Our panel comprised of Diane Whittaker, Kathy Hinds, Assistant Deputy Superintendent Ken Ballinger - Plymouth County Sheriff's Department, and Sergeant Robert E. McCarthy (RET) - Massachusetts State Police.

Massachusetts Vest-a-Dog, Inc. is pleased to provide the following awards

Concord Police Department	Funds to purchase a dog for K9 work	\$ 5400
Essex Co Sheriff's Department	Funds to purchase a dog for K9 work	\$ 1000
Fall River Police Department	Cruiser over-heat detector/alarm	\$ 800
Franklin Police Department	Funds to purchase a dog for K9 work	\$ 2500
MA Environmental Police	Misc. K9 equipment: leads, flotation vests, harnesses	\$ 625
MA State Police/Stucenski	Demanet bite suit	\$ 1568
MA State Police/Davis	Indoor kennel	\$ 550
Springfield Police Department	Misc. K9 equipment: bite sleeves, collars	\$ 1130
Total awards to Support Massachusetts Police Dogs		\$13573

At this grant awards review, 2 extensions/1 amendment to January 2013 grants: 1) Beverly Police Department's \$500 to implement their K9 program this April (originally planned for Fall '13; now slated for April '14); and 2) Essex County Sheriff's Department, \$2000 in Funds to purchase a dog (originally scheduled for Spring '13; will happen April '14); and 3) amended grant - Plymouth County Sheriff's Department, \$2270, for 10 K9 Video Camera Mounts for K9 vests: a different camera is being used - \$2000 is returned to our general fund, an extension for up to \$270 will be used to pay for a prototype camera mount already in use (we are awaiting invoicing).

Disbursement: MA Vest-a-Dog, Inc. will write checks to vendors for the above items. Please contact Kathy Hinds to arrange. These awards must be used within one year (by 1/15/15). A written extension may be requested for consideration. Should grant award item(s) cost less than allocated funds, the difference will revert into the MA Vest-a-Dog General Fund, based on discretion of the MA Vest-a-Dog Board of Directors.

Official Announcement of these awards: Applicants (or representatives from their department) will be requested to be present at a press conference at a mutually workable date/time/place. These awards are made possible by donations of a handful of change to over \$1000 in a single donation! We look forward to collectively extending thanks to Massachusetts Vest-a-Dog donors and supporters!

Congratulations! Thanks for all you and your department's K-9 teams do (or shall do!), to help keep our communities safe!

Attachment: vest a dog (2491 : An Order Accepting Gift from Vest-A-Dog)

Mcnamara, Dorothy

From: Elliott, Brian
Sent: Wednesday, January 15, 2014 10:44 AM
To: McNamara, Dorothy
Cc: Cheetham, Robert
Subject: FW: Grant Award: Springfield Police Department
Attachments: Grant Awards 011514.pdf

SERGEANT BRIAN W. ELLIOTT
 SPRINGFIELD POLICE DEPARTMENT
 OFFICE OF GRANTS & PLANNING
 O. 413-787-6318
 C. 413-244-4614
 F. 413-787-6663

From: MA Vest-a-Dog [mailto:info@mavestadog.org]
Sent: Wednesday, January 15, 2014 8:56 AM
To: Elliott, Brian; TimMorrowSpringfieldPD K9Cairo
Subject: Grant Award: Springfield Police Department

TO: Sergeant Brian Elliott, Officer Timothy Morrow

Thank you for applying to the Massachusetts Vest-a-Dog's December 15, 2013 round of grants. We especially appreciate the time and consideration you took to explain the necessity of the request.

Massachusetts Vest-a-Dog, Inc. is pleased to provide the following award to your department:

Springfield Police Department Misc. K9 equipment: bite sleeves, ecollars \$ 1130

Elite K-9

Hidden Bite Sleeve, ITEM B41 REG = 2 each
 Synthetic Police Bite Sleeve, Right ITEM B21 R = 2 each

Flexpetz.com

Dogtra 3500 NCP = 2 each (their price is \$30 less per item than Elite K9, and is free shipping)

(I will order all above today, to be shipped to Tim Morrow/Home)

Two other items listed on the grant application are not part of MAVAD's Grant Process:

- K9 Vests X2 – Ofc. Morrow will get sizing info and get back to K Hinds with same – these items are being funded through donations from a Dave's Pet City and Soda Shoppe fundraiser that was held 5/11.
- K9 First Aid Kits – The items listed on the application are not the ones actually desired, but rather

the MA Vest-a-Dog K9 First Aid kits, which we assemble as funds become available. MAVAD has provided 3 kits already for SPD, we presently have 6 on our wait list, and will work on providing those ASAP.

Please see the attached official award letter for details.

With \$13,573 awarded today, combined with our four previous grant rounds, our grant tally to date is \$85,573 (since Sept. 2011), to Support Massachusetts Police Dogs: helping provide essential equipment, training and dogs. It is an honor and pleasure to be able to support your Massachusetts K9s and K9 programs, with the efforts of generous donors and tireless volunteers.

Congratulations! Many thanks for all you and your department's K-9 team does (or will be doing!), to help keep our communities safe!

On behalf of the Massachusetts Vest-a-Dog Board of Directors, Honorary Board Members, and this Grant Review Board,

-Kathy

Kathy Hinds, President 508-740-0430

Massachusetts Vest-a-Dog, Inc. - Celebrating our 13th Anniversary!

Supporting Massachusetts Police Dogs: Helping provide bulletproof vests, essential equipment, training, & dogs.

-> [Read our December 2014 Newsletter!](#) <-

Massachusetts Vest-a-Dog, Inc. is an independent, all-volunteer, non-profit 501(c)3 organization, whose mission is to Support Massachusetts Police Dogs, by helping provide bulletproof K9 vests, essential equipment, training & dogs. *** We are building on 13 years of success; generous support from donors like you and tireless efforts of our volunteers has provided over 370 bulletproof vests (including 24 specialized SWAT vests at \$2400 each) across Massachusetts. *** Since September 2011, in five rounds of grants, we've awarded a total of \$85k in funds for bite suits, bite sleeves, cruiser kennels, cruiser heat detector/alarm, cruiser heat detector/alarm & remote door popper systems, a narcotics safe, SWAT training equipment, scent-detection training equipment, and funding - for K9 program implementation, 2 K9 training conferences, and purchasing 8 dogs for police work. Additional K9 equipment sponsorship and community partnership fundraising (Beverly, Douglas, Holliston, Marlborough, Salem, Raynham, & Westford) has also provided over \$70k, bringing a grand total of support for Massachusetts K9s to \$155k – not including K9 vests & K9 First Aid kits! [Visit us on Facebook!](#)

Attachment: vest a dog (2491 : An Order Accepting Gift from Vest-A-Dog)



City of Springfield

36 Court Street
Springfield, MA 01103

Meeting: 02/03/14 07:00 PM

Department: Law

Category: Local Law

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

Sponsors: Williams, Twiggs, Edwards, Ramos, Fenton, Luna

DOC ID: 2514

TABLED

ORDINANCE 2014-3

Board of Police Commissioners

AMENDING CHAPTER 16, OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED IS HEREBY FURTHER AMENDED BY ADDING ARTICLE XIX THERETO: BOARD OF POLICE COMMISSIONERS.

Chapter 16, of the Revised Ordinances of the City of Springfield, 1986, as amended, is hereby further amended by adding the following new Article XIX thereto:

Article XIX

BOARD OF POLICE COMMISSIONERS

Sections:

Section 59 Established--Appointment and number of board.

Section 60 Terms of office.

Section 61 Qualifications of members.

Section 62 Filling vacancies--Compensation.

Section 63 Rules of government--Chairperson.

Section 64 Powers of mayor to be exercised by board.

Section 65 Management and control of members and signal system.

Section 66 Rules for maintenance of department.

Section 67 Absences from department.

Section 68 Adoption of rules and regulations for government and discipline.

Section 69 Monthly meetings;--Annual estimate of necessary maintenance--Accounting for expenditures.

Section 59 Established--Appointment and number of board. A board of police commissioners is established. Such board shall consist of five (5) persons who shall be appointed by the mayor.

Section 60 Terms of office. A. The first and second appointees to the board shall serve three (3) year terms. The third and fourth appointees to the board shall serve two (2) year terms and the fifth appointee to the board shall serve a one (1) year term.

B. Annually thereafter appointees to the board shall serve three (3) year terms. Each term shall expire on the first Monday in April in the year the term expires. Members may serve on the board of police commissioners beyond the expiration of his/her term until his/her successor is appointed.

Section 61 Qualifications of members. A. No person shall be appointed a member of such board who has not been a resident of the city for at least three (3) years next prior to his/her appointment, who is a member of the city council, an employee of city, or who holds any municipal or political office for which he receives compensation.

B. Removal from the city, membership in the city council or the holding of any such public office shall automatically vacate the office of a member of such board.

Section 62 Filling vacancies--Compensation. A. Vacancy in such board shall be filled in the manner of an original appointment within thirty (30) days from its occurrence. The members of such board shall serve without compensation.

Section 63 Rules of government--Chairperson. The board of police commissioners may make rules for the government of its procedure. It shall choose one (1) of its members to be chairperson and may prescribe the length of his/her term.

Section 64 Powers of mayor to be exercised by board. The powers and duties vested in the mayor and the city council by chapter 244 of the Acts of 1909 shall be exercised and performed by the board of police commissioners.

Section 65 Management and control of members and signal system. The board of police commissioners shall, subject to the provisions of this chapter, have the appointment, management and control of the members and employees of the police department and of the superintendent of the police signal system.

Section 66 Rules for maintenance of department. The board of police commissioners shall make such lawful rules for the maintenance of the police department, including the regulation, government and discipline of such members and employees, and for the direction and control of those having charge of such signal system, including employees thereof, as it deems wise and proper.

Section 67 Absences from department. The board of Police commissioners shall have the power to examine into absences of members

and employees of the department, other than those allowed by law or ordinance, and may approve or disapprove the payment of salary for the period of any absences.

Section 68 Adoption of rules and regulations for government and discipline. The rules and regulations for the government and discipline of the police department as adopted and promulgated by the former board of police commissioners in the year 1939 with all amendments thereto, a copy of which rules and regulations and amendments thereto, duly attested, is on file with the city clerk, are adopted as and shall continue to be the lawful rules for the maintenance of the police department, and for the regulation, government and discipline of all members and employees thereof, until the adoption and promulgation of rules and regulations as heretofore provided.

Section 69 Monthly meetings-Annual estimate of necessary maintenance-Accounting for expenditures. A. The board of police commissioners shall meet at least once a month and shall annually in the month of January prepare and communicate to the mayor an estimate of the amount of money necessary for the maintenance and use of the department for the then current fiscal year, itemized as the mayor may require.

B. It shall keep or cause to be kept an accurate and detailed account of all expenditures of the police department, and annually in the month of January shall render to the city council an itemized and exact account of the same.

Approved as to form*:

Anthony Ivan Wilson
Associate City Solicitor

* This proposed ordinance effectively restores the Board of Police Commissioners ordinance that was in contained Chapter 2.58 of the Revised Ordinances of the City of Springfield, 1986 as amended. Chapter 2.58 was amended by the Springfield Financial Control Board on August 5, 2005, when the Board of Police Commissioners was abolished and the position of Police Commissioner was enacted. Should the Council act favorably on this ordinance then it should also amend Article XIII of Chapter 67 of the Revised Ordinances of the City of Springfield, 1986 as amended.



City of Springfield

36 Court Street
Springfield, MA 01103

ADOPTED

ORDINANCE 2014-4

Meeting: 02/03/14 07:00 PM

Department: Law

Category: Local Law

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

Sponsors: Ashe, Fenton, Allen, Ramos, Hurst, Shea

DOC ID: 2480 G

Chapter 270 Pawnbrokers and Junk Dealers

Chapter 270 Pawnbrokers and Junk Dealers

ORD. NO. _____

AN ORDINANCE TO AMEND the Code of the City of Springfield, Chapter 270 thereof, entitled Pawnbrokers and Junk Dealers, by repealing and amending the following sections:

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

Section 1. Section 1 of Chapter 270, Pawnbroker's Licenses, fee, of the Code of the City of Springfield, is hereby amended to read as follows:

A. The Police Department may license suitable persons to carry on the business of pawnbrokers in this City, pursuant to the provisions of Chapter **140** of the General Laws. Upon application or license renewal of all persons involved in secondhand dealer or as a pawnbroker shall submit to a CORI check of their criminal history. The Police Commissioner or his designee shall determine the suitability of the applicant and/or employees of the applicant.

B. The fee for such license shall be \$200.

Section 2. Section 2 of Chapter 270, Junk and secondhand dealer's licenses, of the Code of the City of Springfield, is hereby amended to read as follows:

No person, firm, or corporation shall engage in the business of operating a shop for the purchase, sale or barter of secondhand articles without obtaining a license thereof and complying with the terms of this section. The Police Department may license suitable persons to be collectors of, dealers in or keepers of shops for the purchase, sale or barter of junk, old metal or secondhand articles, pursuant to the provisions of Chapter **140** of the General Laws.

Section 3. Section 3 of Chapter 270, Records of purchases, of the Code of the City of Springfield, is hereby amended to read as follows:

A. Every keeper of a shop for the purchase, sale or barter of junk, old metal or secondhand articles and every pawnbroker within the limits of this City shall keep an electronic record in which shall be written, at the time of every purchase or upon the receipt of any article, a description thereof, which shall include, but shall not be limited to, all

distinguishing marks, etchings, engravings, model names, model numbers and serial numbers. The full name (first and last), date of birth, license or state/government ID number and residence of the person from whom, and the day and hour when, such purchase or receipt was made, and such electronic record shall at all times be open to the inspection of officers of the Police Department and of any person authorized to make such inspection.

- B. The license holder shall photograph any and all jewelry items pawned, sold, pledged, or otherwise deposited with the license holder. The required photo shall be clear and such quality that the item(s) shall be clearly identified. The photographs shall be stored in a digitized format and the image must be retrievable and a clear copy provided to police upon request. The above described photos shall be maintained by the license holder for a minimum of three years
- C. Every license holder shall allow a representative of the New England State Police Information Network (NESPIN) to enter his shop and install the software necessary on the shopkeepers computing device to allow the shopkeeper to electronically transmit a record of his/her transactions. Before the first hour of every business day, post meridian, every shopkeeper shall transmit a record of his/her transactions from the prior day. The record transmitted must include the information included in section 270-3(A) and (B) of this ordinance.
- D. The license holder shall accurately describe all items pawned, sold, or pledged with the license holder. This description shall include, but shall not be limited to, all distinguishing marks, etchings, engravings, model names, model numbers and serial numbers. Any jewelry with an affiliation to any institution or organization shall include the name of said institution or organization, year, and inscribed initials if any. Any and all descriptions of items of jewelry shall include the material, size (if applicable), weight, length, shape, and color. Descriptions of coins, stamps, collectible cards, autographed items, figurines, or other collectible of any description shall include any identifying features such as the name of the items, date, denomination, color, size, brand name, vintage or image represented. All items pledged, sold, or pawned with the license holder must remain intact, (i.e. precious stones in jewelry or data on electronic devices) until such time that they may legally change ownership.

- E. The license holder shall photograph the customer making the transaction with the license holder, along with a photograph of the required customer license or state/government issued ID. The required photographs shall be clear and such quality that the customer and required license or state/government issued ID is clearly identifiable. This information shall be maintained according to 270-3(C).
- F. Dealers in secondhand books, clothing and furniture excepted. Persons who do not buy or sell secondhand articles except books, clothing or furniture shall be exempt from the provisions of Subsection **E**.

Section 4. Section 6 of Chapter 270, Dealing with minors, of the Code of the City of Springfield, is hereby amended to read as follows:

No keeper of a junk shop, second hand dealer, or pawnshop and no junk collector shall, directly or indirectly, either purchase or receive by way of barter or exchange any junk, old metal or secondhand articles of a minor knowingly or having reason to believe him to be such.

Section 5. Section 7 of Chapter 270, Time period for holding articles prior to resale, of the Code of the City of Springfield, is hereby amended to read as follows:

- A. No article purchased or received by the keeper of a pawn shop or second hand dealer shall be sold until at least 30 days from the date of its purchase or receipt have elapsed. The article shall be kept in an unaltered condition for the required time period. For the purposes of this section, "unaltered condition" means that the item or article shall be kept in the same condition it was in at the time it was brought into the shop by the seller.
- B. Dealers in secondhand books, clothing and furniture excepted. Persons who do not buy or sell secondhand articles except books, clothing or furniture shall be exempt from the provisions of Subsection.

Section 6. Section 8 of Chapter 270, Hours of business for junk shops or second hand dealers, of the Code of the City of Springfield, is hereby amended to read as follows:

pawn shops and second hand dealers shall be closed except between the hours of 7:00 a.m. and 9:00 p.m. of each weekday, and no keeper thereof and no junk collector shall purchase any junk, old metal or secondhand articles except during such hours. Any shop wishing to open on Saturday must receive written permission from the Police Commissioner or his designee. All pawn shops and second hand dealers must maintain regular business hours.

Section 6. Section 10 of Chapter 270, Purchase of certain items prohibited; violations and penalties, of the Code of the City of Springfield, is hereby amended include subsection “D” which is to read as follows:

G. Violations of any section of Chapter 270 may result in a fine of not less than \$300, suspension of license, or revocation of license.

HISTORY:

01/13/14 **City Council**

FIRST STEP

Next: 02/03/14

RESULT:	SECOND & THIRD STEPS [11 TO 2]
MOVER:	Thomas M. Ashe, At-Large Councilor
SECONDER:	Kenneth E. Shea, Ward 6 Councilor
AYES:	Luna, Twiggs, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
NAYS:	Clodo Concepcion, Kateri B. Walsh

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: Executive Office of Public Safety & Security, Office of Grants & Research MMARS Department Code: EPS	
Legal Address: (W-9, W-4,T&C): 1212 Carew Street, Springfield, MA 01104		Business Mailing Address: 10 Park Plaza, Suite 3720, Boston, MA 02116	
Contract Manager: Robert Hassett		Billing Address (if different):	
E-Mail: rhassett@springfieldcityhall.com		Contract Manager: Diane Perrier	
Phone: 413-787-6720	Fax: 413-787-6735	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): SPRINGFIELDY10MMRS3	
		RFR/Procurement or Other ID Number: Grant Application	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: __, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>79,610.81</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.) FFY2010 Metropolitan Medical Response System Planning and Implementation (MMRS)			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of __, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of __, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>2/28</u> , 2014, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Timothy J. Monte</u> Date: <u>1/21/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Timothy J. Monte</u> Print Title: <u>Chief Administrative & Financial Officer</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>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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 816 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



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to explain and justify the exemption and whether Contractor selection has been publicly posted.

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.

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.

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

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.

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

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 1417; 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. 26C.

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



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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 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.

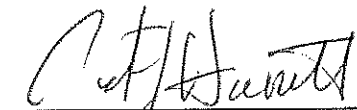
Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve 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.

COMMONWEALTH OF MASSACHUSETTS
STANDARD CONTRACT FORM

Vendor Code # VC6000192140

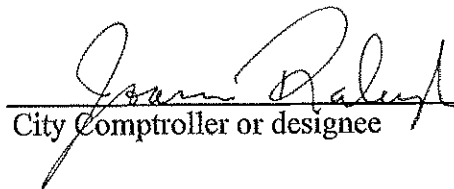
FOR THE CONTRACTOR,
CITY OF SPRINGFIELD,



Robert Hassett
Emergency Preparedness Director

Date Signed: 12/24/2013

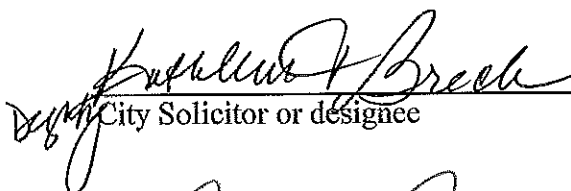
n/A BG
Approved as to Appropriation:



City Comptroller or designee

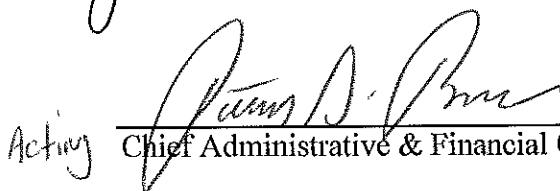
Date Signed: 12/31/13

Approved as to form:



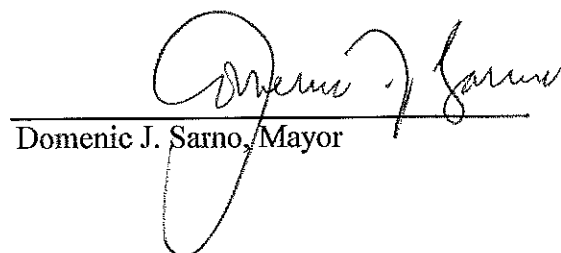
Deputy City Solicitor or designee

Date Signed: 1/2/14



Acting Chief Administrative & Financial Officer or designee

Date Signed: 12/31/13



Domenic J. Sarno, Mayor

Date Signed: 1/2/14



City of Springfield

ADOPTED

Meeting: 02/03/14 07:00 PM
Initiator: Ryan J. Lavner
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2517

6.26

Mary Troy Park Appropriation Order (Mayor Sarno)

WHEREAS: Mary Troy Park is considered a community-wide asset and the preservation and improvements to this facility are in line with the City's priorities to provide recreational opportunities for all of its residents as evidenced in the City's most recent Open Space and Recreation Plan ("Plan"); and

WHEREAS: Mary Troy Park is dedicated to park and recreation purposes under M.G.L. Chapter 45, Section 3; and

WHEREAS: Mary Troy Park's ultimate restoration, guided in principal by the Plan, will greatly enhance this facility with improved infrastructure such as enhanced ADA accessibility, path systems, improved drainage, and universal playground equipment, in addition to increasing the city's open space inventory by 0.70 acres; and

WHEREAS: The main focus of the design is to increase open space and improve the current conditions to be used as public park; and

WHEREAS: The overall improvements to this park have been put on hold due to fiscal budget constraints preventing the City from proceeding with the improvements as a single comprehensive project; and

WHEREAS: The project was instead viewed as a series of phases, to be implemented over time, by priority as fiscal resources were available, with the intention of securing grant funding, when and if available, to assist in this effort; and

WHEREAS: The Executive Office of Energy and Environmental Affairs (EEA) is providing reimbursable grants to cities and towns to support the preservation and restoration of urban parks through the Parkland Acquisitions and Renovations for Communities grant program (301 CMR 5.00); and

WHEREAS: The first phase of the Mary Troy Park Improvement project will cost \$600,000, and the PARC program requires the City to appropriate the full amount of the project costs; and

WHEREAS: The City has committed \$200,000 in Community Development Block Grant funds, and by this Order the City appropriates \$200,000 to be paid to the City which will be reimbursed by The Executive Office of Energy and Environmental Affairs Parkland Acquisitions and Renovations for Communities grant program (301 CMR 5.00), for the first phase of the project; and

WHEREAS: The Chief Administrative and Financial Officer 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 this City Council

Order appropriating funds for the Project, and expending the grant funds once received, 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; and

NOW THEREFORE BE IT ORDERED:

- 1) That the Mayor and the City's Department of Parks, Buildings and Recreation Management are hereby authorized to file and accept grants from the Executive Office of Energy and Environmental Affairs, and to expend such grants for the purposes of the grants pursuant to Mass. Gen. Laws ch. 44, sec. 53A, including a grant in the amount of \$400,000 for Mary Troy Park from the Parkland Acquisitions and Renovations for Communities grant program;
- 2) that the City Council hereby appropriates the sum of Four-Hundred Thousand Dollars (\$400,000) for the Mary Troy Park Project from the following account, pursuant to Mass. Gen. Laws ch. 44, sec. 32:
(ACCOUNT NUMBER: 28916300-530600-89194)
- 3) that the City Council hereby appropriates the sum of Two-Hundred-Thousand Dollars (\$200,000) for the Mary Troy Park Project from the following account, pursuant to Mass. Gen. Laws ch. 44, sec. 53A: (ACCOUNT NUMBER: 26316300-580800-63114)
- 4) That the Mayor be and is hereby authorized to take such other actions as are necessary to carry out the terms, purposes, and conditions of this grant to be administered by the City's Department of Parks, Buildings and Recreation Management; Department, including entering into contracts; and
- 5) That this resolution and order shall take effect upon its passage.

Mary Troy Park Appropriation Order

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Clodo Concepcion, Ward 5 Councilor
SECONDER:	Zaida Luna, Ward 1 Councilor
AYES:	Luna, Concepcion, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton

EXHIBIT ACITY CONTRACT NO: 20110054

**LEASE/PURCHASE AGREEMENT
OUR LADY OF MT. CARMEL SCHOOL**

This Agreement is made effective as of August 1, 2010 by and between the CITY OF SPRINGFIELD, a Massachusetts municipal corporation within the County of Hampden, with a principal address of 36 Court Street, Springfield, MA 01103,

acting by and through its DEPARTMENT OF PARKS, BUILDINGS, & RECREATION MANAGEMENT and its SCHOOL DEPARTMENT, with the approval of the Mayor and the City Council,

(collectively referred to herein as "Lessee"),

and the ROMAN CATHOLIC BISHOP OF SPRINGFIELD, a corporation sole established by Chapter 368 of Acts of 1898, with offices at 65 Elliot Street, Springfield, Massachusetts 01105, (hereinafter referred to as "Lessor").

In consideration of the mutual covenants contained herein, the parties agree as follows:

A. LEASED PREMISES:

1. The Lessor and the Lessee agree that the Lessor shall lease to the Lessee the following real property hereinafter referred to as the "demised premises":

The property located at 36 Margaret Street, Springfield, Massachusetts and known as Mt. Carmel School.

2. Subject to paragraph 3 immediately below, the demised premises consist of use and occupancy of the land and the entire three story brick veneer school building located thereon as shown as parcels A - F, inclusive, on the attached Exhibit A. The school building consists of approximately 32,030 square feet comprised of Level One (12,610 square feet approximately), Level Two (9,710 square feet approximately), and Level Three (9,710 square feet approximately).

3. a. The Lessor retains exclusive use and occupancy of the garage structure located on Parcel A.

b. The Lessor and Lessee agree to daily share the use of play and parking areas on Parcels A, B, and C.

c. The Lessee will have the primary use of the approximately 45 parking spaces in the parking areas of Parcels D, E, and F with the Lessor reserving the right to use Parcels D, E, and F for weekend and evening use for activities of the abutting Mt. Carmel Parish.

d. The Lessor and the Lessee agree to have shared use of the following rooms in the school building: Gymnasium and its related halls, rest rooms, kitchens, and some classrooms.

e. The Lessor and the Lessee agree to define in Exhibit B to this Lease entitled Rules and Regulations the terms and schedule of the shared use reserved in paragraphs b, c, and d, immediately above. The parties may add or delete to this list by agreement from time to time.

B. USE OF PREMISES

1. The Lessor requires that the Lessee not put the demised premises to any use which is contrary to the teachings of the Roman Catholic Church as determined in the sole discretion of the Bishop of Springfield.

2. The Lessee agrees that the Lessee will only use the demised premises for educational facilities as a public school for the City of Springfield.

3. The Lessor agrees that the above stated use by the Lessee is an allowable use under this Lease.

C. LEASE TERM

1. Initial Term: The initial term of this Lease is for three years commencing on August 1, 2010 and ending on July 31, 2013.

2. First Option Year: Upon ninety days prior written notice to the Lessor, the Lessee shall have the option to extend the lease for the First Option Year of August 1, 2013 to July 31, 2014.

3. Second Option Year: Upon ninety days prior written notice to the Lessor, the Lessee shall have the option to extend the lease for the Second Option Year of August 1, 2014 to July 31, 2015.

D. RENT DURING LEASE TERM

1. During the entire Lease Term, including the First and

Second Option Years, the Lessee agrees to pay to the Lessor the sum of **\$320,300.00 net (\$10.00/square foot), annually,** in equal monthly installments of \$26,692.00 per month.

2. The monthly rental payments shall be in advance, on or within thirty (30) days after the submission by the Lessor to the Lessee of a properly completed invoice for the previous month.

3. Invoices shall be delivered to the Lessee at
Accounts Payable
Springfield School Department
1550 Main Street .
P.O. Box 9800
Springfield, Massachusetts 01102

4. The obligation of the Lessee to pay rent shall begin on the later of the Date of Lease Commencement (August 1, 2010) or the date when the Lessee substantially occupies the building, but in any event no later than September 1, 2010. The performance of tenant fit out by the Lessee for the purpose of preparing the premises for occupancy by the Lessee shall constitute substantial occupation of the building.

5. The Lessee is not obligated to provide any Security Deposit.

E. LESSEE'S OBLIGATION TO PURCHASE

1. The Lessee agrees to purchase the demised premises, including the furniture and fixtures set forth in Exhibit C to be delivered by the Lessor to the Lessee within fifteen calendar days of execution of this Agreement, in fee, from the Lessor on terms contained in this Agreement. Upon purchase by the Lessee, all of the Lessor's rights to shared use of the demised premises shall cease. After the purchase, the Lessor and Mt. Carmel Parish and its affiliate operations retain the right to request the Lessee for continued shared use of the premises on terms substantially consistent with entities that request to use City property.

1a. In consideration of one dollar (\$1.00) paid, the Lessor shall retain the exclusive right to use and occupancy of the garage structure located on Parcel A for a period of no more than twenty consecutive (20) years from August 1, 2010. The Lessor may not assign or transfer or

let this right of use and occupancy. The Lessor's use shall be only for the purpose of garaging motor vehicles owned by the Lessor. The Lessor agrees to take the garage "as is" and the Lessee shall have no duty to maintain, repair, or alter the garage or access to the garage, but the Lessor may perform such duties with the permission of the Lessee. The Lessor shall not store flammable products, except those usually contained within motor vehicles placed in the garage, or create any nuisance such as debris or vermin. This right to use and occupancy shall terminate upon the earlier of casualty destruction of the garage such that it is not usable as a garage, breach of this agreement, notice from the Lessor of such termination, abandonment of use and occupancy by the Lessor defined as non-use for a period exceeding six consecutive calendar months, or the above stated twenty year term. The Lessor shall assume all risks incident to the use and occupancy of the garage and shall indemnify the Lessee from all damages arising out of the Lessor's acts, omissions, or use and occupancy of the garage. The Lessor accepts and agrees that the Lessee shall have no responsibility or liability for casualty of the garage, loss or damage to the Lessor's property contained in the garage, or injury or damage to anyone that occurs as a result of the Lessor's use and occupancy of the garage and that the consideration for this agreement would be significantly higher but for this agreement. The Lessor may provide its own insurance for casualty, damage, or liability for use and occupancy of the garage.

2. The Lessee is obligated to complete the purchase of the demised premises by August 31, 2013, except that if the Lessee exercises the Lessee's option to extend to the First Option Year, then the obligation to complete the purchase shall be by August 31, 2014; and if the Lessee exercises

the Lessee's option to extend to the Second Option Year, then the obligation to complete the purchase shall be by August 31, 2015. The Lessee shall be obligated to complete the purchase no later than August 31, 2015.

3. The Lessor and the Lessee agree that the Purchase Price for the demised premises is **Two Million Seven Hundred Thousand Dollars (\$2,700,000.00)**, adjusted by 3% per year from August 1, 2010 to the actual date of purchase, which purchase price shall include the demised premises and personal property and equipment in accordance with the to be attached Exhibit C.

4. The Lessor and the Lessee agree that as an inducement to enter into this transaction and in consideration for the shared use of the demised premises as described in this Agreement, the Lessor shall provide to the Lessee a credit of a portion of the rental payments to the Purchase Price.

5. The credit of a portion of the rental payments to the Purchase Price shall be computed as follows:

- a. \$100,000.00, pro rata by full month of tenancy, for each Lease Year that the Lessee has paid the rent and complied with all terms of this Agreement.
- b. By way of example, if the Lessee purchases the demised premises on August 1, 2013, then the Lessee would have paid rent for three years, and a credit of \$300,000.00 would be applied to decrease the Purchase Price.

F. APPROPRIATION

All obligations of the City under this Agreement are subject to a prior appropriation being made therefore.

G. TERMINATION

Upon any termination of this Agreement for lack of appropriation, the Lessor's rights against the Lessee shall be only to receive payment of all rent due to Lessor only for the period prior to Lessee's surrender of the Leased Premises.

H. Fixtures and Furniture

1. The use of classroom furniture and other equipment in place at the time of the Lease commencement is included in the rent and the agreed purchase price.

2. A starting inventory including statements of condition

shall be presented and agreed to prior to occupancy and attached hereto as Exhibit C.

I. IMPROVEMENTS BY LESSEE

Upon prior approval of Lessor, the Lessee may be permitted to install such leasehold improvements as it deems necessary to its occupancy of the Premises.

J. LESSOR'S COVENANTS AND OBLIGATIONS

1. The Lessor warrants and represents that the Lessor is the owner of the Demised Premises.

2. The Lessor warrants and represents that it shall deliver the Premises to Lessee, and Lessee accepts the Premises, in "as is" condition.

3. The Lessor hereby warrants, represents, and covenants that Lessee shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of the Lessor, or by any other person(s) for whose actions the Lessor is legally responsible, or by any person claiming by, through or under Lessor, except as herein provided.

4. The Lessor or its agents may, at reasonable times and without interfering with Lessee's business operations, enter the premises to view the Premises. Lessor shall give Lessee a minimum of twenty-four (24) hours notice for such visits, provided however that Lessor may enter the Premises at any hour and without twenty-four (24) hours notice in the case of an emergency affecting the Premises or the Building.

K. LESSEE'S COVENANTS AND OBLIGATIONS

1. Lessee, at its own expense, shall provide heat, electricity, sewer, and water services to the Leased Premises.

2. The Lessee, at its own expense, shall provide building and property maintenance and make any needed repairs to the demised premises. Property maintenance shall include reasonable preventative maintenance to the building and its mechanical systems to maintain the building and mechanical systems in substantially the same condition as at the commencement of this lease, normal wear and tear excepted.

3. The Lessee shall, at its own expense, provide for the

complete installation of and expenses associated with the Lessee's telephone, computer, and similar data and technology use.

4. Lessee shall use the Premises for public school purposes. Lessee shall keep the Premises in good order, reasonable wear and tear and damage by fire excepted, and shall not commit or permit Lessee's servants, agents or invitees to commit waste to the Premises.

5. Lessee shall not cause or allow any liens of any kind to be filed against the premises or the Building. If any liens are so filed, then Lessee shall within fifteen (15) days after receiving written notice of such lien, at its sole cost and expense take whatever action is necessary to commence the satisfaction and discharge of such lien or the release of such lien by bond.

6. Lessee shall not assign, sublet, underlet, mortgage, pledge or encumber (collectively referred to as "Transfer") this Lease without Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Lessor understands and agrees that the use or occupation of all or part of the Premises by the Springfield Public Schools shall not be a transfer requiring Lessor's prior written consent, provided that the Premises continue to be used only for the purposes specified in this Agreement. Consent by Lessor, whether express or implied, to any Transfer shall not constitute a waiver of Lessor's right to prohibit any subsequent Transfer; nor shall such consent be deemed a waiver of Lessor's right to terminate this Lease upon any subsequent Transfer.

7. The Lessee may make structural or non-structural alterations or additions to the Premises, provided however that in the case of structural alterations, Lessee shall first obtain the Lessor's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed. All such allowed alterations or additions shall be at Lessee's expense and shall be in quality at least equal to the present construction. Lessee shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Lessee in connection with work of any character performed at the direction of the Lessee and shall cause any such lien to be released of record without cost to

Lessor.

L. REMEDIES OF THE LESSEE

1. If Lessor shall default in the performance or observance of any obligation, agreement or condition of this Lease, or shall default in the payment of any tax or other charge which shall be a lien upon the Premises or in the payment of any installment of principal or interest upon any mortgage which shall be prior in lien to the lien of this Lease, and if Lessor shall not cure such default within thirty (30) days after written notice from Lessee specifying the default, (or, if the default is of such a nature that it cannot be cured within this thirty day period, shall not within this period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), Lessee may, at its sole option and without waiving or limiting any claim for damages, at any time thereafter cure such default for the account of the Lessor.

2. Any amount paid or any contractual liability incurred by Lessee in so doing shall be deemed paid or incurred for the account of Lessor and Lessor agrees to reimburse Lessee therefore or save Lessee harmless there from, provided that Lessee may cure any such default as aforesaid prior to the expiration of the waiting period described above (but after the notice to Lessor) if the curing of such default prior to the expiration of the waiting period is reasonably necessary to protect the Building or the Premises or Lessee's interest therein or to prevent injury or damage to persons or property. If Lessor shall fail to reimburse Lessee upon demand for any amount paid for the account of Lessor hereunder, the amount may be deducted by Lessee from the next or any succeeding payments of Rent due hereunder.

3. The remedies given Lessee hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach by Lessor of any remedies hereunder.

M. INDEMNIFICATION AND INSURANCE

1. The Lessor agrees to save the Lessee harmless from and to indemnify the Lessee against any and all injury, loss, claim, or damage to any person or property while on or within the common areas of the building and not occasioned solely by the negligence of Lessee or its employees, and

from and against all injury, loss, claim or damage to any person or property on or within the Premises caused by any act, omission or negligence of the Lessor or Lessor's employees, agents, contractors or servants. This agreement to indemnify and hold harmless shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or any such claim, or any proceeding brought thereon or in defense thereof.

2. At all times subsequent to the Occupancy Date and during the full term of this Lease, unless modified by an Amendment to this Lease/Purchase Agreement, the Lessor shall at its sole cost and expense maintain with respect to the Building, Premises, and appurtenant areas hazard insurance upon the Building insuring against loss or damage by fire and other risks which are customarily comprehended by the term "extended coverage" in endorsements to fire insurance policies in any amount equal to not less than one hundred percent (100%) of the replacement cost of the Building above footings and foundations, subject to any deductible in effect at the time of execution of this Lease/Purchase Agreement. All such insurance policies shall be issued by companies authorized to do business in Massachusetts.

3. The Lessor shall deposit with the Lessee Certificates of Insurance that it is required to maintain under this Lease, at or prior to the Date of Occupancy, and thereafter, within ten (10) days of any renewal date therefore, in each case providing that the policies may not be changed or canceled without at least twenty (20) days prior written notice to the Lessee.

4. Lessor and Lessee acknowledge and agree that Lessee is self-insured and that Lessee is not required by this Agreement to procure or maintain insurance of any kind for payment of damages to the Lessor or any other party. All issues regarding insurance and Lessee's liability for damages shall be governed by Massachusetts law regarding immunities, procedural and monetary limitations, and the provisions of M.G.L. Chapter 258.

5. Lessee covenants and agrees that Lessee will not do or permit anything to be done in or upon the Premises, or bring in anything or keep anything therein, which shall increase the rate of insurance on the Premises or the

Building above the standard rate applicable to the Premises hereby occupied for the use to which Lessee has agreed to devote the Premises, or which shall void such insurance. Lessee further agrees that, in the event Lessee shall do any of the foregoing, Lessee shall promptly pay to Lessor, on demand, any such increase resulting there from, which shall be due and payable as additional rent hereunder or Lessee shall cease activities which cause the voiding of the insurance as the case may be.

N. DEFAULT AND TERMINATION

1. If Lessee fails to pay the Rent as required hereunder and does not cure such failure within ten (10) days after written notice from Lessor, then it shall be an event of default by Lessee. If Lessee fails to fulfill any other covenant or obligation under this Lease and does not cure such failure within thirty (30) days after receiving written notice from Lessor specifying such failure or, for those failures of obligation or covenant which are incapable of being cured within such thirty (30) day period, if Lessee has failed to commence such cure and thereafter diligently pursued such cure to completion then in any such event, it shall be an event of default by Lessee.

2. In the event of a default by Lessee, Lessor shall have the right to accelerate all amounts due under this Lease/Purchase Agreement in addition to other remedies available under this agreement or the law.

3. In the event Lessor breaches any of Lessor's covenants, agreements, conditions, or warranties in this Lease, which breach remains uncured after thirty (30) days written notice from Lessee specifying such breach or, for those failures of obligation or covenant which are incapable of being cured within such thirty (30) day period, if Lessor has failed to commence such cure and thereafter diligently pursued such cure to completion it shall be an event of default by Lessor.

5. In the event of a default by Lessor, Lessee shall have all rights provided under this Lease/Purchase Agreement in addition to other remedies available under the law.

O. AMENDMENTS

None of the covenants, agreements, provisions, terms and conditions of this Lease shall in any manner be changed,

altered, waived or abandoned except by a written instrument signed, sealed and mutually agreed upon by all the parties hereto, and approved as required by law. Such instrument shall not be void for want of consideration.

P. Severability

If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

Q. Force Majeure

In any case where either party hereto is required to do any Act, delays caused by or resulting from war, fire, flood or other casualty, unusually severe weather, or other causes beyond such party's reasonable control (such as in the case of Lessee, any delay in the payment of Rent caused by a department, agency or City) shall not be counted in determining the time during which such Act shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time," and such time shall be deemed to be extended by the period of the delay.

R. BINDING AGREEMENT

1. This Lease/Purchase Agreement shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assignees. All covenants, agreements, terms and conditions of this Lease/Purchase Agreement shall be construed as covenants running with the land. This Lease/Purchase Agreement contains the entire agreement of the parties and may not be changed or modified except by a written instrument in accordance with the provisions herein.

2. The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of a violation. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party to be bound thereby.

3. No mention in this Lease of any specific right or remedy shall preclude Lessor or Lessee from exercising any

other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

4. No official, employee or consultant of the Lessee shall be personally liable to the Lessor or any partner thereof, or any successor in interest or person claiming through or under the Lessor or any such partner, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Lease or any amendment or extension entered into pursuant hereto.

S. NOTICE

1. Any notice from Lessor to Lessee relating to the Premises or to the occupancy thereof or this Agreement shall be in writing and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, addressed to Lessee at:

Patrick J. Sullivan, Executive Director
Department of Parks, Buildings, & Recreation Management
200 Trafton Road
Springfield, Massachusetts 01108

and with a copy to:

Alan J. Ingram, Ed.D.
Superintendent of Springfield Public Schools
1550 Main Street
Springfield, Massachusetts 01103

With a copy to

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

2. Any notice from Lessee relating to the Premises or to the occupancy thereof shall be in writing and shall be deemed duly served when mailed by certified mail, postage prepaid, addressed to Lessor at:

Roman Catholic Bishop of Springfield

65 Elliot Street
Springfield, Massachusetts 01105

With a copy to:

William LaBroad, CFO
Diocese of Springfield
65 Elliott Street
P.O. Box 1730
Springfield, Massachusetts 01102-1730

With a copy to:

Joseph A. Pacella, Esq.
Egan, Flanagan, & Cohen, PC
65 Market Street
Springfield, Massachusetts 01103

With a copy to:

B. John dill, President
Colebrook
1441 Main Street
Springfield, Massachusetts 01103

U. GOVERNING LAW, EXCLUSVIE FORUM AND VENUE

1. This Lease shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Lease.
2. The parties agree that as to all claims, actions and legal proceedings of any nature which in any way arise under or relate to this Agreement that the exclusive forum and venue of all claims, actions and legal proceedings shall be either the Superior Court of Hampden County (except for claims of the City of a value less than \$25,000.00 which claims may be brought in the Springfield District Court), all sitting in Springfield, Massachusetts.

IN WITNESS WHEREOF, the Lessee and the Lessor have executed this agreement on the dates indicated below.

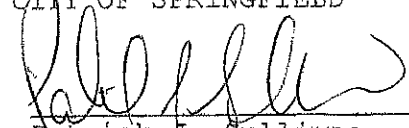
LESSOR

ROMAN CATHOLIC BISHOP
OF SPRINGFIELD,

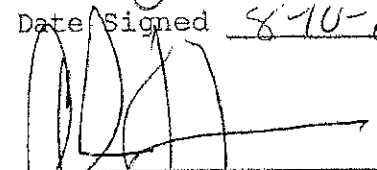

Bishop Timothy A. McDonnell
Roman Catholic Bishop
of Springfield
Date Signed 8-05-10

LESSEE

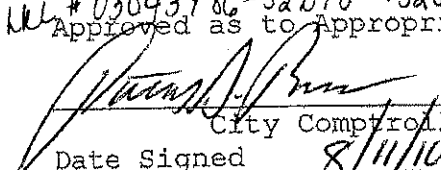
CITY OF SPRINGFIELD


Patrick J. Sullivan
Dept. Parks, Bldg, Rec Mgt.

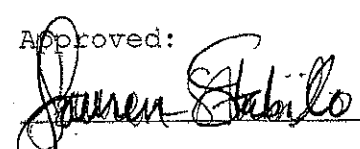
Date Signed 8-10-10


Dr. Alan J. Ingram
Superintendent of Schools
Date Signed 8/11/2010

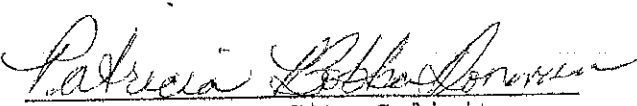
WV # 03043986-52010 *320,300.00
Approved as to Appropriation


City Comptroller
Date Signed 8/11/10

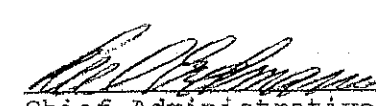
Approved:


Chief Procurement Officer
Date Signed 8/10/10

Approved as to Form:


City Solicitor
Date signed 8-10-10

Reviewed:


Chief Administrative and
Financial Officer
Date Signed 08/11/10

Approved

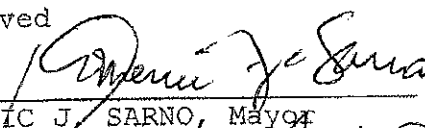

DOMENIC J. SARNO, Mayor
Date signed 8/13/10

EXHIBIT A

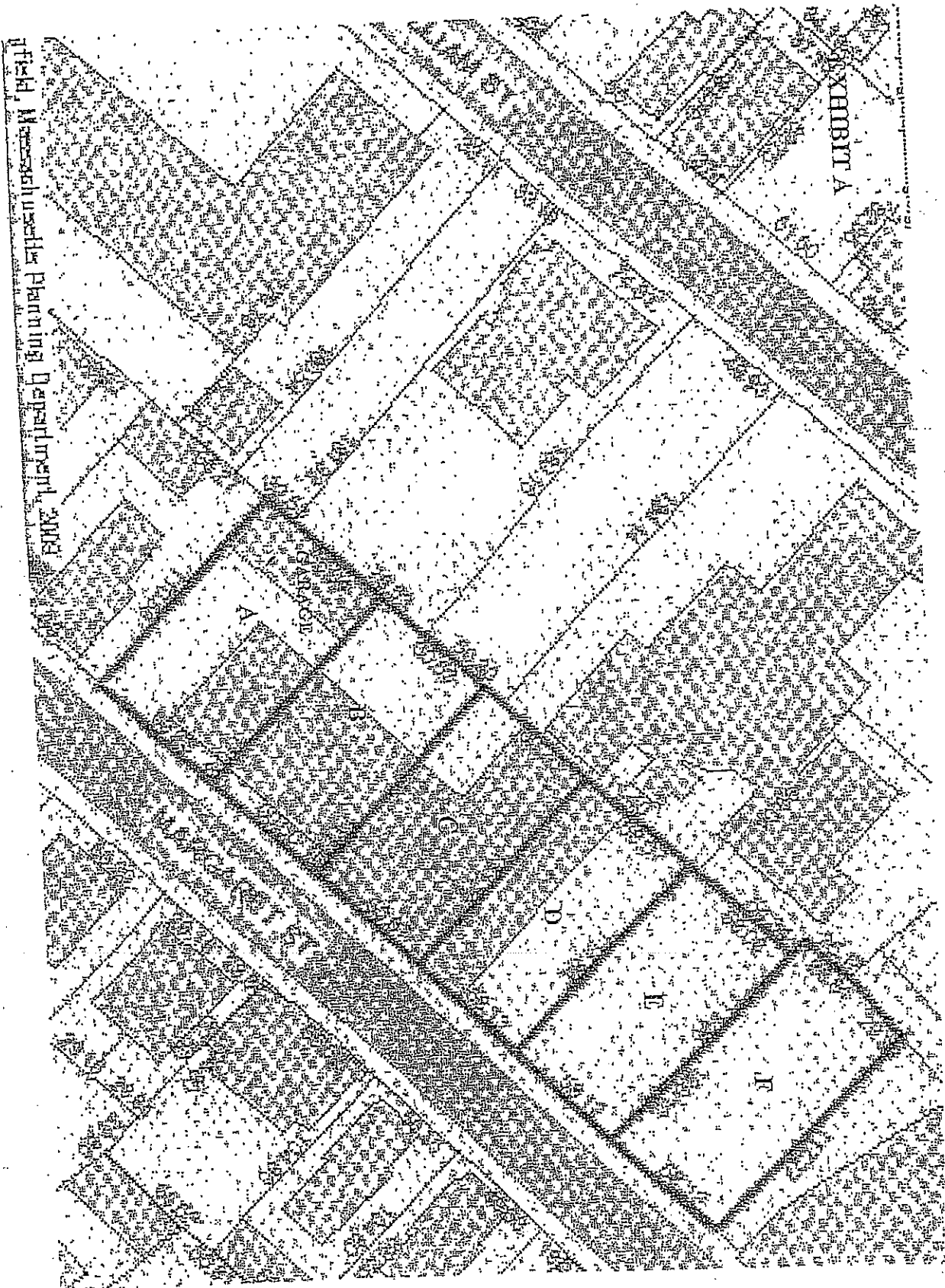


EXHIBIT B

MOUNT CARMEL SCHOOL

Auditorium / Kitchen Events

2010		Time		Set-up
September	05	10:30 a.m.	Our Lady of Grace Soc.	Sept 04
	13	6:45 p.m.	Mt. Carmel Women's Guild	Sept 13
October	04	6:45 p.m.	Mt. Carmel Women's Guild	Oct 04
	08 ?	7:00 p.m.	Our Lady of Grace Soc.	Oct 08
	10 10:45	9:00 a.m.	Taste of Italy	Sept 18 Oct 15
November	01 ?	6:45 p.m.	Mt. Carmel Women's Guild	Nov 01
	05 ?	6:45 p.m.	Mt. Carmel Women's Guild	Nov 05
	29 ?	7:00 p.m.	Our Lady of Grace Soc.	Nov 29
2011				
January	08	8:00 p.m.	Twelfth Night	January 07
February	11 ?	6:00 p.m.	Valentine's Dinner Dance	February 10
	12 ?	8:00 p.m.	Valentine's Dinner Dance	February 11
March	07	6:45 p.m.	Mt. Carmel Women's Guild	Mar 07
April	04	6:45 p.m.	Mt. Carmel Women's Guild	Apr 04
May	02	6:45 p.m.	Mt. Carmel Women's Guild	May 02
	05 ?	6:30 p.m.	UNICO Dinner/Raffle	May 03
	10 ?	6:30 p.m.	UNICO Dinner/Raffle	May 10
June	13	7:00 p.m.	St. Anthony Celebration	June 13
July				
August				

Mount Carmel CCD Dates

2010		Time
September	10	9:15-10:25 A.M.
	26	9:15-10:25 A.M.
October	03	9:15-10:25 A.M.
	17	9:15-10:25 A.M.
	24	9:15-10:25 A.M.
	31	9:15-10:25 A.M.
November	07	9:15-10:25 A.M.
	14	9:15-10:25 A.M.
	21	9:15-10:25 A.M.
December	05	9:15-10:25 A.M.
	12	9:15-10:25 A.M.
	19	9:15-10:25 A.M.
2011		
January	09	9:15-10:25 A.M.
	26	9:15-10:25 A.M.
	30	9:15-10:25 A.M.
February	06	9:15-10:25 A.M.
	13	9:15-10:25 A.M.
March	06	9:15-10:25 A.M.
	13	9:15-10:25 A.M.
	20	9:15-10:25 A.M.
	27 (snow make-up)	
April	03	9:15-10:25 A.M.
	10	9:15-10:25 A.M.
May	01 (First Comm. only)	
June		
July		
August		

EXHIBIT C

LOWER LEVEL	COUNT	DESCRIPTION
Hallway	2	32 Gallon Trash Recepticles
Mens Room	1	30 qt. Trach Recepticle
Ladies Room	1	30 qt. Trach Recepticle
Storage Room	7	Columbia School Desks (24"x18")
Club Room #1	1	Teacher Desk (60"x18")
	2	48" Laboratory Sinks / Cabinets
	1	Reclining Dest Chair
	1	30 qt. Trach Recepticle
	11	36"x 27" Computer Desks
	18	Computer Desk Chairs
Cafeteria	12	8' Folding Cafeteria Tables w/stools
	1	4' Folding Banquet Table
Kitchen	1	8' Folding Banquet Table
	1	54"x 36" S/S Rolling Cart
	1	9' Prep Table with S/S shelf
	1	9' S/S Prep Table with S/S shelf
	1	S/S Reach -In Refridgerator
	1	32 gal. Trash Recepticle
	1	Frigidaire 18 C/F Reach-in Freezer
	2	6' S/S Single Sink
	1	Sharp R21AD Commercial Microwave
	1	7' S/S Shelving Unit
	1	Hobart 20 qt. Mixer w/attchments
	1	US Range S/S Gas Oven and Range Top Unit w/grill & 4 burners
	1	South Bend Convection Ovens - Stacked
	1	60 Gallon Groen Vegetable Steamer
	1	4' S/S Double Sink Unit
	1	Hobart Dish Washing Unit
Club Room #2	1	8' x 4.5' Table
	2	8' Folding Banquet Table
	1	Teacher Desk (48"x18")
	1	Nor-Lake S/S 5'x6'x4' Freezer

1st FLOOR	COUNT	DESCRIPTION
Boys Room	1	30 qt. Trash Recepticle
Girls Room	1	30 qt. Trash Recepticle
Room #2	3	48"x72" Kidney Table
	25	Columbia Desk Chairs (pre-school)
	1	Teacher Desk (60"x18")
	1	Cushioned Teacher Chair
	1	30 qt. Trash Recepticle
Room #4	17	Desks (pre-school)
	18	Columbia Desk Chairs (pre-school)
	1	Teacher Desk (60"x18")
	1	Cushioned Teacher Chair
	1	30 qt. Trash Recepticle
	1	72" Wallmaster pull-down screen
Room #1	15	Columbia School Desks (24"x18")
	15	Columbia Desk Chairs (full)
	1	Teacher Desk (60"x18")
	1	Cushioned Teacher Chair
	2	30 qt. Trash Recepticle
	1	72" Wallmaster pull-down screen
	1	Desk/Chair Unit (tablet)
	1	4'hx6'wx18"d Wooden Bookcase
	1	72" Wallmaster pull-down screen
Room #3	15	Columbia School Desks (24"x18")
	17	Columbia Desk Chairs (full)
	1	Teacher Desk (60"x18")
	1	Cushioned Teacher Chair
	1	30 qt. Trash Recepticle
	1	72" Wallmaster pull-down screen
Janitor Closet	1	Mop Bucket on Wheels
	1	Mop
	1	Dust Pan w/handle
Administration Closet	1	Metal 2 Door Cabinet (27"x18")
	1	6'x6' Portable Partition Wall
	1	5' Rolling Coat Rack
	1	48" Computer Desk
Offices	1	Teacher Desk (60"x18")

	1	Cushioned Teacher Chair
	2	30 qt. Trash Recepticle
	1	30" Stool
	1	Lasko 3 Speed Ossilating Wall Fan
	1	72"x24" Wooden Desk
	1	5'hx3'wx18"d Wooden Book Case
	2	Cushioned Arm Chair
	1	Reclining Cushloned Desk Chair
	1	30 qt. Trash Recepticle
Kitchen	1	9' S/S 3 Bay Sink
	1	Garland S/S Electric Dual Oven w/ 3' Giddle & 4 Burner Range Top
	4	30" Base Cabinets w/formica top
	1	60" Base Cabinets w/formica top
	1	96" Base Cabinets w/formica top
	1	20,000 BTU Window A/C Unit
	1	Whirlpool 18CF Refr/Freezer
	1	Beverage Aire 30CF Reach-In Refr
	2	30" Stool
	1	5 gallon S/S Curtis LowBoy Coffee Maker
	1	GE Residential Microwave Oven
Gymnasium	1	10' Aluminum Step Ladder
	1	Capital Theatre Equipment Portable Stage Light
	9	4' Round Folding Banquet Table
	2	6' Round Folding Banquet Table
	3	3'x3' Folding Card Tables
Back Stage	25	4' Round Folding Banquet Table
	202	Folding Metal Chairs
	6	Rolling Folding Chair Carts
	1	Spinet Piano
Lobby	1	48"x72" Kidney Table
	4	Columbia Desk Chairs (pre-school)
	1	Cushioned Teacher Chair

2ND FLOOR	COUNT	DESCRIPTION
Girls Room	1	Mop Bucket on Wheels
	1	Mop
	1	Dust Pan w/ handle
	1	30 qt. Trash Recepticle
Boys Room	1	30 qt. Trash Recepticle
Room #7	10	Columbia School Desks (24"x18")
	6	Desk /Chair Units (tablet)
	10	Columbia Desk Chairs (full)
	1	Teacher Desk (60"x18")
	1	Cushioned Teacher Chair
	1	72" Wallmaster pull-down screen
Library	2	9'x6'x18" Metal Book Shelf
	1	9'x5'x18" Metal Book Shelf
	1	4 Drawer Index Card Holder
	3	Single Drawer Index Card Holder
	1	3'x6'x18" Metal Book Shelf
	3	6'x3' Wooden Library Tables
	10	Wooden Desk Chairs
	1	Cushioned Teacher Chair
	1	30 qt. Trash Recepticle
	1	Teacher Desk (36"x24")
	1	Rolling Wooden Desk (18"x24")
	2	15 Drawer Reference Card Holder
	1	30" Stool
Room #6	28	Columbia School Desks (24"x18")
	25	Columbia Desk Chairs (full)
	1	6'x2' Science Desk
	1	30" Stool
	1	30 qt. Trash Recepticle
	1	72" Wallmaster pull-down screen
Room #9	31	Columbia School Desks (24"x18")
	27	Columbia Desk Chairs (full)
	1	Teacher Desk (60"x18")
	1	30 qt. Trash Recepticle
	1	72" Wallmaster pull-down screen
Room #5	19	Columbia School Desks (24"x18")
	19	Columbia Desk Chairs (full)
	1	3 Shelf 18"x24" Rolling Cart

- 1 27" GE Television
- 1 Orion VHS Player
- 2 30 qt. Trash Recepticle
- 2 30" Stool
- 1 72" Wallmaster pull-down screen
- 1 48"x72" Kidney Table

Room #8

- 15 Columbia School Desks (24"x18")
 - 15 Columbia Desk Chairs (full)
 - 1 36" Round Table
 - 1 Cushioned Teacher Chair
 - 1 Teacher Desk (60"x18")
 - 1 30 qt. Trash Recepticle
 - 1 72" Wallmaster pull-down screen
 - 1 Wooden Desk Chairs
-

THE CITY OF SPRINGFIELD

In the City Council

February 3, 2014

**APPROPRIATION ORDER AND
RESOLUTION TO FILE, AND ACCEPT AND EXPEND GRANTS
WITH AND FROM THE COMMONWEALTH OF MASS.,
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL
AFFAIRS FOR THE “PARKLAND ACQUISITIONS AND
RENOVATIONS FOR COMMUNITIES PROGRAM” FOR
IMPROVEMENTS TO MARY TROY PARK**

Whereas: Mary Troy Park is considered a community-wide asset and the preservation and improvements to this facility are in line with the City’s priorities to provide recreational opportunities for all of its residents as evidenced in the City’s most recent Open Space and Recreation Plan (“Plan”); and

Whereas: Mary Troy Park is dedicated to park and recreation purposes under M.G.L. Chapter 45, Section 3; and

Whereas: Mary Troy Park’s ultimate restoration, guided in principal by the Plan, will greatly enhance this facility with improved infrastructure such as enhanced ADA accessibility, path systems, improved drainage, and universal playground equipment, in addition to increasing the city’s open space inventory by 0.70 acres; and

Whereas: The main focus of the design is to increase open space and improve the current conditions to be used as public park; and

Whereas: The overall improvements to this park have been put on hold due to fiscal budget constraints preventing the City from proceeding with the improvements as a single comprehensive project; and

Whereas: The project was instead viewed as a series of phases, to be implemented over time, by priority as fiscal resources were available, with the intention of securing grant funding, when and if available, to assist in this effort; and

Whereas: The Executive Office of Energy and Environmental Affairs (EEA) is providing reimbursable grants to cities and towns to support the preservation and restoration of urban parks through the Parkland Acquisitions and Renovations for Communities grant program (301 CMR 5.00); and

Whereas: The first phase of the Mary Troy Park Improvement project will cost \$600,000, and the PARC program requires the City to appropriate the full amount of the project costs; and

Attachment: Mary Troy Park Commission (2517 : Mary Troy Park Appropriation Order)

Whereas: The City has committed \$200,000 in Community Development Block Grant funds, and by this Order the City appropriates \$200,000 to be paid to the City which will be reimbursed by The Executive Office of Energy and Environmental Affairs Parkland Acquisitions and Renovations for Communities grant program (301 CMR 5.00), for the first phase of the project; and

Whereas: The Chief Administrative and Financial Officer 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 this City Council Order appropriating funds for the Project, and expending the grant funds once received, 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; and

NOW THEREFORE BE IT ORDERED:

- 1) That the Mayor and the City's Department of Parks, Buildings and Recreation Management are hereby authorized to file and accept grants from the Executive Office of Energy and Environmental Affairs, and to expend such grants for the purposes of the grants pursuant to Mass. Gen. Laws ch. 44, sec. 53A, including a grant in the amount of \$400,000 for Mary Troy Park from the Parkland Acquisitions and Renovations for Communities grant program;
- 2) that the City Council hereby appropriates the sum of Four-Hundred Thousand Dollars (\$400,000) for the Mary Troy Park Project from the following account, pursuant to Mass. Gen. Laws ch. 44, sec. 32: (ACCOUNT NUMBER: 28916300-530600-89194)
- 3) that the City Council hereby appropriates the sum of Two-Hundred-Thousand Dollars (\$200,000) for the Mary Troy Park Project from the following account, pursuant to Mass. Gen. Laws ch. 44, sec. 53A: (ACCOUNT NUMBER: 26316300-580800-63114)
- 4) That the Mayor be and is hereby authorized to take such other actions as are necessary to carry out the terms, purposes, and conditions of this grant to be administered by the City's Department of Parks, Buildings and Recreation Management; Department, including entering into contracts; and
- 5) That this resolution and order shall take effect upon its passage.


City of Springfield

 36 Court Street
 Springfield, MA 01103

ADOPTED
ORDINANCE 2014-5

Meeting: 02/03/14 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 C

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).

HISTORY:

11/18/13 City Council
Next: 12/16/13

REFERRED TO COMMITTEE

12/16/13 City Council

FIRST STEP

Next: 01/13/14

01/13/14 City Council

FIRST STEP

Next: 02/03/14

RESULT: SECOND & THIRD STEPS [UNANIMOUS]

MOVER: Timothy J. Rooke, At-Large Councilor

SECONDER: Bud L. Williams, At-Large Councilor

AYES: Luna, Concepcion, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton



City of Springfield

36 Court Street
Springfield, MA 01103

ADOPTED

ORDINANCE 2014-6

Meeting: 02/03/14 07:00 PM

Department: Law

Category: Local Law

Prepared By: Kathy Breck

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2519 C

Order Amending the School Building Commission Ordinance to Add Two Voting Members

Amendment to School Building Commission Ordinance

WHEREAS, the School Building Commission, which oversees all school building projects estimated to cost in excess of \$3 million dollars, currently consists of seven (7) voting members, including three (3) persons appointed by the Mayor, the City Council President or designee, the Vice Chair of the School Committee or their designee, the Director of Facilities Management, and the Code Enforcement Commissioner, pursuant to City Ordinance Chapter 16, Section 16-28 (see copy attached hereto as Exhibit A); and

WHEREAS, the Superintendent of Schools currently serves as a non-voting member of the School Building Commission pursuant to Chapter 16, Section 16-28 (C); and

WHEREAS, the City is requesting to expand the number of members on the School Building Commission to make the Superintendent of Schools or their designee, and the Chief Administrative and Financial Officer (CAFO) or their designee, voting members, due to the impact of the Commission's decisions on the Springfield Public Schools, and the significant financial impact of these projects on the City;

NOW THEREFORE, The City Council hereby approves and enacts an amendment to Article XI of the Ordinances of the City of Springfield, entitled **BOARDS, COMMISSIONS AND COMMITTEES, Chapter 16, School Building Commission**, by deleting section 16-28, and substituting a new section 16-28, as set forth below:.

Section 1. Section 16-28 of Article XI of Chapter 16 is hereby amended by deleting the current section 16-28, and replacing it with a new section 16-28, as follows:

"Section 16-28. Composition and Compensation.

- A. The City School Building Commission shall consist of nine (9) voting members, of which three are appointed by the Mayor, who shall serve at the pleasure of the Mayor, and will continue to serve until a successor is appointed. One voting member shall be the City Council President or designee, and one voting member shall be the Vice Chairperson of the School Committee or designee. All members so appointed shall be residents of the City. The Mayor shall designate the Chairperson of the School Building Commission.

- B. The Director of Facilities Management, the Code Enforcement Commissioner, the Chief Administrative and Financial Officer or designee, and the Superintendent of Schools or designee, shall each be voting members of the City School Building Commission.
- C. All members of the City School Building Commission shall serve without receiving compensation."

RESULT:	SECOND & THIRD STEPS [11 TO 0]
MOVER:	Orlando Ramos, Ward 8 Councilor
SECONDER:	Timothy C. Allen, Ward 7 Councilor
AYES:	Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs, Kateri B. Walsh

BOARD OF PARK COMMISSIONERS MEETING
WEDNESDAY, JULY 31, 2013
LIBERTY BRANCH LIBRARY
773 LIBERTY STREET
SPRINGFIELD, MA 01104
11:00 A.M.

Present were: Park Commissioners Brian Santaniello, Chair, Terry Rodriguez, Jennifer McQuade, Gregory Drew, and Jay Griffin. Also present were: Patrick Sullivan, Executive Director, Peter Krupczak, Assistant Director of Open Space.

Commission Chair Santaniello opened the meeting with attendance roll call.

It was motioned by Commissioner Rodriguez, seconded by Commissioner Drew, and,

VOTED: To accept the minutes of the July 23, 2013 Park Commission meeting.

Vote was unanimous.

Plans were presented to the Board to turn the Liberty Branch Library into a Senior Center to better serve the community. The Board agreed that it would be a good use for the building.

It was motioned by Commissioner Santaniello, seconded by Commissioner Drew, and,

VOTED: To accept the plans to turn the Liberty Branch Library into a new Senior Center

Vote was unanimous.

Plans were presented to the Board to create a park on Liberty Street and name it after Mary Troy. Mary Troy was the President of the Liberty Heights Civic Association and heavily involved in the community.

It was motioned by Commission Griffin, seconded by Commission Rodriguez, and,

VOTED: To accept the transfer of the city-owned property, located at 771 Liberty Street, to the Department of Parks, Buildings and Recreation Management to be used solely for active recreation purposes under Massachusetts General Law Chapter 45, Section 32, and to be supervised and maintained by the Board of Park Commissioners. The property will be formally known as Mary Troy Park

Vote was unanimous.

It was motioned by Commissioner McQuade, seconded by Commissioner Santaniello,
and,

Adjourned.

Respectfully Submitted,



City of Springfield

ADOPTED

Meeting: 02/03/14 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2513

6.29

Order Authorizing Mayor to Execute Release Deed to SRA to Resolve Title Issue Involving 44 Spruce St. (Mayor Sarno)

WHEREAS, DevelopSpringfield Corporation is under contact to purchase vacant land in Springfield, Massachusetts at NS Spruce Street f/k/a 50 Spruce Street (the "Property") from J & M Property Development LLC for \$4,700.00; and

WHEREAS, a portion of the premises once known as 44 Spruce Street (now a deleted parcel) comprises part of the Property as a result of the recording of an ANR Plan; and

WHEREAS, in order for the sale to DevelopSpringfield Corporation to close; a title issue involving the City of Springfield (the "City") and the Springfield Redevelopment Authority (the "SRA") must be resolved; and

WHEREAS, the City foreclosed on 44 Spruce Street on October 25, 1988 for non-payment of real estate taxes and the SRA took same by eminent domain on October 23, 1989 for urban renewal purposes; and

WHEREAS, the SRA, by inadvertence, did not list the City as supposed owner on the Order of Taking recorded at the Hampden County Registry of Deeds in Book 7300, Page 540, causing a cloud on the title; and

WHEREAS, a release deed from the City to the SRA releasing all of the City's right, title and interest in 44 Spruce Street to the SRA will clear the title and allow the sale of NS Spruce Street f/k/a 50 Spruce Street to DevelopSpringfield Corporation to close.

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a release deed to the Springfield Redevelopment Authority for consideration of One Dollar (\$1.00) releasing all of the City's right, title and interest in 44 Spruce Street to the SRA.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Melvin A. Edwards, Ward 3 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Concepcion, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton



City of Springfield

ADOPTED

Meeting: 02/03/14 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2516 B

6.30

Appropriation Order for Mount Carmel School Eminent Domain Taking, \$2,643,373.00 (Mayor Sarno)

WHEREAS, the School Department has requested that the Springfield City Council approve the eminent domain taking of the former Our Lady of Mt. Carmel school from the Roman Catholic Bishop of Springfield, for use for educational purposes; and

WHEREAS, the City has been leasing the property since 2010, and the lease contains a requirement that the City acquire the property, including the real estate, personal property (including classroom furniture) and equipment, for a sum to be calculated by a formula based on an agreed upon purchase price of \$2,700,000.00, adjusted by a rent credit; and

WHEREAS, the acquisition is needed to comply with the terms of the Lease/Purchase Agreement entered into by the City on August 1, 2010 ("Agreement"), a copy of which is attached hereto as Exhibit A, and the property is needed by the School Department for educational purposes; and

WHEREAS, assuming a March 10, 2014 acquisition date, the price per the Agreement would be \$2,643,373.00, due to the additional month of rent paid; and

WHEREAS, the City intends to use \$2,600,000.00 in CDBG Disaster Recovery funds, and \$43,373.00 in City funds, to pay the eminent domain taking damages, which includes payment for the fair market value of the property (\$2,600,000.00), and the personal property, classroom furniture, and equipment at the premises (\$43,373.00);

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 Two Million Six Hundred Forty-Three Thousand Three Hundred Seventy-Three and 00/100 Dollars (**\$2,643,373.00**) for the anticipated eminent domain taking of the former Our Lady of Mt. Carmel School, for educational purposes, as well as the personal property and equipment contained therein, to be paid from the following accounts:

**Account # 26401815 - \$2,600,000.00
CDBG Disaster Recovery Account**

Account #3416-10-133-0000-0000-0010-000000-00000000-580200-MCPUR- \$43,373.00

RESULT:	ADOPTED [11 TO 0]
MOVER:	Timothy C. Allen, Ward 7 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs, Kateri B. Walsh

in its name and behalf by its hereunder duly authorized officers this 6th day of April, A. D. 1943.

J. B. Richardson Jr.
by both

Union Trust Company of Springfield,
Massachusetts (Corporate Seal)
By: William H. Haskins, Treasurer
By: Benjamin L. Bragg,
First Assistant Trust Officer

The Commonwealth of Massachusetts Hampden, ss. April 6, 1943. William H. Haskins Treasurer, and Benjamin L. Bragg, First Assistant Trust Officer, acknowledged the foregoing instrument to be the free act and deed of Union Trust Company of Springfield, Massachusetts, by personally appearing before me,

J. Bushnell Richardson Jr. Notary Public--My commission expires Feb. 5, 1948.

Rec'd April 7, 1943 at 2H. 17M. P.M. and Reg'd from the original.

Doc. 3525
R.H. Stevens

to

Roman Catholic
Bishop of Spd.

Stamps \$3.85
& c'd

Know all Men by these Presents That, I, Ralph H. Stevens (married) of Springfield, Hampden County, Massachusetts, for consideration paid, grant to Roman Catholic Bishop of Springfield, a Corporation sole, duly established under the laws of the Commonwealth of Massachusetts, located in said Springfield, with WARRANTY COVENANTS A certain parcel of real estate situated in SPRINGFIELD, in said County on the Northerly Side of Margaret Street, bounded and described as follows: Beginning at an iron pin in the Northerly line of said Margaret Street, situated seventy-five and 64/100 (75.64) feet westerly from a stone bound at the intersection of said Northerly line of Margaret Street with the Westerly line of Main Street in said Springfield; running thence Northerly at an angle of ninety (90) degrees with said Northerly line of Margaret Street a distance of one hundred seventeen and 27/100 (117.27) feet to an iron pin in the Southerly line of Geraldine Court; running thence Westerly along said Southerly line of Geraldine Court and land owned by the Roman Catholic Bishop of Springfield fifty-eight and 23/100 (58.23) feet to a point; running thence Southerly two and 31/100 (2.31) feet to an iron pin; running thence further Southerly along said land of Roman Catholic Bishop of Springfield one hundred twenty and 12/100 (120.12) feet to an iron pin in the Northerly line of said Margaret Street; running thence Easterly along said Northerly line of Margaret Street fifty-eight (58) feet to an iron pin and the place of beginning. Subject to a possible claim or easement in a small triangular piece of said real estate as described at the Northwest corner of same where an existing fence and the true property line do not coincide. Being the premises conveyed to me by deed of Emily Clegg, dated March 18, 1943 and recorded in Hampden County Registry of Deeds Doc. 2806 of 1943. And I, Alice J. Stevens wife of said grantor, release to said grantee all rights of dower and homestead and other interests therein.

Witness our hands and seals this 31 day of March 1943.

Gladys E. Locke) Ralph H. Stevens & Seal
by both) Alice J. Stevens & Seal

The Commonwealth of Massachusetts Hampden, ss. Springfield, March 31, 1943. Then personally appeared the above named Ralph H. Stevens and acknowledged the foregoing instrument to be his free act and deed, before me,

Gladys E. Locke Notary Public--My commission expires Feb. 17th 1950.

Rec'd April 7, 1943 at 2H. 17M. P.M. and Reg'd from the original.

Doc. 3526
Ware Sav. Bank

The Ware Savings Bank, holder of a mortgage from Arthur P. Penno to Ware Savings Bank recorded with Hampden County Registry of Deeds Book 1735 Page 532, acknowledges satisfaction of the same.

In Witness Whereof, the said Ware Savings Bank has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Leonard B. Campbell, its Treasurer, this Fifth day of April A.D. 1943.

Signed and sealed in presence of) Ware Savings Bank (Corporate Seal)
John H. Conkey) by Leonard B. Campbell, Treasurer

Commonwealth of Massachusetts Hampshire, ss. April 5, 1943. Then personally appeared Leonard B. Campbell, Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Ware Savings Bank, Before me,
John H. Conkey Notary Public (Notarial Seal) My commission expires November 27, 1948

Rec'd Apr. 7, 1943 at 3H. 05M. P.M. and Reg'd from the original.

We hereby certify that on the twenty-first day of December in the year one thousand nine hundred twenty three we were present and saw Walenty Szklany of Lawrence, acting in behalf of himself and Aniela Szklany, of Lawrence, the mortgagees named in a certain mortgage given by Stanley Bielanski, of Chicopee, to Walenty Szklany and Aniela Szklany, of Lawrence, Massachusetts dated January 23rd A.D. 1923, and recorded in the Hampden County Registry of Deeds, Book 1163, Page 320 make an open, peaceable and unopposed entry on the premises described in said mortgage, for the purpose, by him declared, of foreclosing said mortgage for breach of conditions thereof.

John C. Wisniewski
Henry Braczkowski

Commonwealth of Massachusetts

Hampden ss. December 21st 1923. Then personally appeared the above named John C. Wisniewski and Henry Braczkowski, and made oath that the above certificate by them subscribed is true, before me Alford H. Tavernier, Justice of Peace. My commission expires March 10 1927

Rec'd Dec. 22, 1923 and Reg'd from the original

*

Know all Men by these Presents That I, Joseph Francis Hope, of Springfield, Hampden County, in the Commonwealth of Massachusetts Executor of the last will of Catherine Mary Hope late of Springfield in the county of Hampden and Commonwealth aforesaid, deceased, which will was duly proved and allowed by the Probate Court for said County on November 7, 1923 do by virtue and in execution of the power to me given in and by said will, and of every other power and authority me hereto enabling, and in consideration of the sum of Nineteen Thousand Dollars ^{to} me paid by The Roman Catholic Bishop of Springfield, a corporation sole by Chapter 368 of the Acts of 1898 of the Legislature of Massachusetts the receipt whereof is hereby acknowledged, hereby grant, bargain, sell and convey unto the said The Roman Catholic Bishop of Springfield

Catherine M. F. Est.
to
Roman Catholic Bishop of Springfield
Stamps \$19.00

Certain real estate situated in said Springfield, bounded and described as follows:

Bounded Northerly by land now or formerly of J. H. Webber and land now or formerly of P. D. Winter about one hundred sixteen and 25/100 (116.25) feet; Easterly by land now or formerly of George Nye; Southerly by Margaret Street, about one hundred sixteen and 25/100 (116.25) feet; and Westerly by land now or formerly of D. DeF. Douglas.

To Have and to Hold the above-granted premises, with all the privileges and appurtenances thereto belonging, to the said The Roman Catholic Bishop of Springfield and his successors and assigns, to their own use and behoof forever.

In Witness Whereof I the said Joseph Francis Hope hereunto set my hand and seal this sixth day of December in the year one thousand nine hundred twenty-three.

Signed and sealed in presence of)

George D. Cummings) Joseph Francis Hope & Seal
Commonwealth of Massachusetts

Hampden ss. December 6th 1923. Then personally appeared the above named Joseph Francis Hope and acknowledged the foregoing instrument to be his free act and deed, before me, George D. Cummings, Justice of the Peace. My commission expires March 9th, 1928

Rec'd Dec. 22, 1923 and Reg'd from the original

Attachment: Exhibit a to Appropriation Order, Lease/Purchase Agreement for Mount Carmel School (2516 : Appropriation Order for Mount

The Commonwealth of Massachusetts Hampden ss. January 2nd, 1929. Then personally appeared the above-named Sara Cartmill and acknowledged the foregoing instrument to be her free act and deed, before me

Thomas H. Kirkland Notary Public--My commission expires Feb. 13, 1931.

Rec'd April 22, 1929 and Reg'd from the original

Doc. 6780
Joel Soderman &c

to

Joseph A. Cormier
&c

We, Joel Soderman and Emma F. Soderman, husband and wife, both of Springfield, Hampden County, Massachusetts, for consideration paid, grant to Joseph A. Cormier and Aurelia Cormier, husband and wife, as tenants by the entireties, both of 112 Eddy Street in said Springfield, with WARRANTY COVENANTS Certain real estate situated in said Springfield, and known and designated as the southwesterly fifty-two (52) feet of lots #18 (eighteen) and #19 (nineteen) on a plan of lots recorded in Hampden County Registry of Deeds, Book 519, Page 602, said real estate being more particularly bounded and described as follows: Bounded Southeasterly by Littleton Street, fifty-two (52) feet; Southwesterly by lots #20 (twenty) and #21 (twenty-one) on said plan, one hundred (100) feet; Northwesterly by lot #17 (seventeen) on said plan fifty-two (52) feet; Northeasterly by the remaining portions of lots #18 (eighteen) and #19 (nineteen) on said plan one hundred (100) feet. Subject to a mortgage of \$2500. to the Springfield Institution for Savings and a mortgage the principal sum of which was originally \$2500. to John A. Lakeman, now held by George R. Yerrall, Jr. and Russell C. Sayre, the conditions and stipulations of which mortgages the grantees agree to perform. Subject to taxes for the current municipal year and municipal assessments which the grantees agree to pay. The above described premises were conveyed to us by John A. Lakeman by deed dated August 1, 1925 and recorded in Hampden County Registry of Deeds in Book 1288, Page 210, and are known as number 158 Littleton Street. We, Joel Soderman and Emma F. Soderman, husband and wife as aforesaid, release to said grantees all rights of tenancy by the curtesy, dower and homestead and other interest therein.

Witness our hands and seals this eighteenth day of April 1929.

Signed in the presence of
William W. Yerrall to J.S. &
E.F.S.

} Joel Soderman
Emma F. Soderman

&Seal
&Seal

The Commonwealth of Massachusetts County of Hampden ss. Springfield, April 18, 1929. Then personally appeared the above-named Joel Soderman and acknowledged the foregoing instrument to be his free act and deed, before me
William W. Yerrall Notary Public--My commission expires October 24, 1935.

Rec'd April 22, 1929 and Reg'd from the original

Doc. 6783
Jennie G. Douglass

to

Roman Catholic Bishop
hop Spd.

Know all Men by these Presents that I, Jennie Grace Douglass of Springfield, Hampden County, Massachusetts, being unmarried, for consideration paid, grant to The Roman Catholic Bishop of Springfield, a corporation sole by Chapter 368 of the Acts of 1898 of the Legislature of Massachusetts, with WARRANTY COVENANTS. Certain real estate situated on the northerly side of Margaret Street, Springfield, Hampden County, Massachusetts, and bounded and described as follows: Beginning on the north side of said street, two hundred fifty (250) feet from the corner of Main and Margaret Streets, and thence running Northerly at right angles with Margaret Street, about one hundred five (105) feet to the southeasterly corner of land now or formerly of George Whitney;

BK 1428

thence Westerly by said land now or formerly of said Whitney, sixty and 8/12 (60.8/12) feet; thence Southerly about one hundred five (105) feet to Margaret Street; and thence Easterly by said Street, sixty and 8/12 (60.8/12) feet to the place of beginning. Subject to Taxes assessed April 1, 1929 which the grantee herein assumes and agrees to pay. My title to said premises was derived by descent from D. DeForest Douglass (see probate case #25126). Being the premises known as #28/30 Margaret Street.

Witness my hand and seal this 20th day of April 1929.

Signed and Sealed in presence of } Jennie Grace Douglass & Seal
M. E. Ganley

Commonwealth of Massachusetts Hampden ss. April 20, 1929. Then personally appeared the above named Jennie Grace Douglass and acknowledged the foregoing instrument to be her free act and deed, before me

Margaret E. Ganley Notary Public--My commission expires Feb. 3, 1933.

Rec'd April 22, 1929 and Reg'd from the original

Palmyra Realty Company, a corporation duly established under the laws of Massachusetts and having its usual place of business at Springfield, Hampden County, Massachusetts, for consideration paid, grant to Ariego Sorcinelli (married, wife Zaira Sorcinelli) and Augusto Del Mastro (married, wife Enrica Del Mastro) both of Ludlow in said Hampden County, as tenants in-common with WARRANTY COVENANTS the land in said Springfield, designated as lot number 54 on a revised plan of a section of Palmyra Terrace, which plan is recorded in the Hampden County Registry of Deeds, Book of Plans 7, Page 34, Said lot number 54 is bounded: Easterly by Wayne Street, as shown on said plan, fifty-seven (57) feet; Northerly by lot number 55, as shown on said plan, one hundred (100) feet. Westerly by land supposedly now or formerly of the New York New Haven, and Hartford Railroad Company, fifty-seven (57) feet; and Southerly by lot number 53, as shown on said plan one hundred (100) feet. The above described premises are subject to 1. The following restrictions hereby imposed for the benefit of the remaining land on said plan, but without the burden thereof upon the remaining land of the Palmyra Realty Company on Palmyra Terrace. A. No building shall be erected thereon except a one family dwelling house costing not less than \$6000. and one garage designed for not more than two cars and the dwelling shall have more than one story. B. There shall be no front foundation wall within 22 feet of Wayne Street, but this shall not prevent piazzas, steps, porticoes or bay windows from being within said distance of 22 feet and the front of the house shall face on Wayne Street. C. There shall be no flat roofed building of any kind thereon and no building of any kind erected elsewhere shall be moved thereon and the foundation shall be brick above the grade. D. The grantees for themselves, their heirs, administrators, executors and assigns, agree that they will not erect a house on said lot number 54 except in accordance with plans which have been approved by either the president or treasurer of the grantor. 2. Taxes for the current municipal year which the grantees agree to pay. 3. Sewer rights in Wayne Street granted to the City of Springfield as set forth in instrument dated May 1, 1925 and recorded in Hampden County Registry of Deeds, Book 1257, Page 580. 4. Any and all municipal assessments or betterment assessments of any kind if any. The grantees agree to pay the sewer entrance fee for said lot

Doc. 6804
Palmyra Realty Co.
to
Ariego Sorcinelli
&c



Attachment: Exhibit a to Appropriation Order, Lease/Purchase Agreement for Mount Carmel School (2516 : Appropriation Order for Mount

or affect the original liability of the Mortgagor herein, either in whole or in part. This mortgage is upon the Statutory Condition, and upon the further ^{express} condition that all covenants and agreements on the part of the Mortgagor herein contained shall be kept and fully performed and for any breach of any of the aforementioned conditions the holder hereof shall have the Statutory Power of Sale. The word "Mortgagor" shall, if more than one person executes this mortgage, include all such persons executing this mortgage (excluding witnesses) and the covenants and agreements herein contained shall be binding upon them jointly and severally, and shall bind the heirs, executors, administrators, successors, grantees and assigns of such person or persons, subject to the limitations of law and of this instrument, and if the context requires, the word "Mortgagor" and "Mortgagee" and the pronouns referring to them shall be construed as plural, neuter and feminine. And for the said consideration, I, William E. Sickler husband of said Emmy K. Sickler, hereby release unto the Mortgagee all rights of dower, curtesy and homestead and all other interests in the mortgaged premises.

Witness our hand(s) and seal(s) this tenth day of December, A.D. 1945.

Signed and sealed in the presence of) William E. Sickler
John F. Dowling to both) Emmy K. Sickler

Commonwealth of Massachusetts Hampden, ss. December 10, 1945. Then personally appeared the above-named Emmy K. Sickler and acknowledged the foregoing instrument to be her free act and deed, before me,

John F. Dowling, Notary Public--My commission expires January 3, 1952.

Rec'd Dec. 10, 1945 at 11H. 15M. A.M. and Reg'd from the original

Know all Men by these Presents that I, Frank Krenzul, of Westfield, Hampden County, Massachusetts, being married, for consideration paid, grant to Walter Krenzul and Olga E. Krenzul, married, husband and wife, as tenants by the entirety, and not as joint tenants, nor as tenants in common, both of Westfield, Hampden County, Massachusetts, with WARRANTY COVENANTS the land in WESTFIELD, Hampden County, Massachusetts, with the buildings thereon, bounded and described as follows: Being known and designated as lot numbered Fifty-nine (#59) according to a Plan of Lots of Murphy & O'Connell, of Meadow, Otis and Miller Streets, known as Fairlawn, said Plan being recorded in Hampden County Registry of Deeds, Book of Plans 2, Page 5. Being the same premises conveyed to Katherine Wikowski, now deceased, by Quitclaim Deed from the Westfield Co-operative Bank, dated November 16, 1931, and recorded in Hampden County Registry of Deeds, Book 1494, Page 36. My title is derived under the will of the said Katherine Wikowski, deceased, and reference may be had to the records of the Probate Court of Hampden County, Massachusetts, Case #75480. I, Anne M. Krenzul, wife of said grantor, release to said grantees all rights of dower and homestead and other interests therein.

Witness our hands and seals this seventh day of December, 1945.

Witness To Both:) Frank Krenzul & Seal
Eugene F. Riley) Anne M. Krenzul & Seal

The Commonwealth of Massachusetts Hampden, ss. Westfield, December 7, 1945. Then personally appeared the above named Frank Krenzul, and acknowledged the foregoing instrument to be his free act and deed, before me,
Eugene F. Riley, Notary Public (Notarial Seal) My Commission expires November 12, 1948.

Rec'd Dec. 10, 1945 at 11H. 21M. A.M. and Reg'd from the original

Know all Men by these Presents that I, Antonio Monzillo, of Springfield, Hampden County, Massachusetts, ^{being unmarried} for consideration paid, grant to The Roman Catholic Bishop of Springfield a corporation sole by Chapter 368 of the Acts of 1898 of the Legislature of Massachusetts, with WARRANTY COVENANTS. Certain real estate situated on the Northerly side of Margaret Street in said SPRINGFIELD, and bounded and described as follows: Beginning at a point on the northerly side of Margaret Street distant Westerly about three hundred and ten and 58/100 (310.58) feet from the intersection of the northerly side of Margaret Street with the westerly side of Main Street, and running thence Westerly on said Margaret Street about sixty and 50/100 (60.50) feet to land now or formerly of Jennie M. Nye; thence Northerly on said Nye's land one hundred and eleven (111) feet more or less to a stone monument at land now or formerly of the heirs of Harriet C. Rice; thence Easterly on said heirs land and land now or formerly of Mary I. Nichols sixty and

Doc. 18637
A. Monzillo
to
Roman Catholic
Bishop of Spd.
Stamps \$7.70 &c'd

*

53/100 (60.53) feet to land now or formerly of D. DeForest Douglas; thence South-
erly by said Douglas's land one hundred eleven and 43/100 (111.43) feet more or
less to the place of beginning. Being the premises conveyed to me by Selina
Matthews by deed dated November 27, 1944 and recorded in Hampden County Registry
of Deeds in Book 1791, Page 87.

Witness my hand and seal this eighth day of December A.D. 1945.

Signed and Sealed in presence of) Antonio Monzillo &Seal
M.E. Ganley

Commonwealth of Massachusetts Hampden, ss. December 8, 1945. Then personally
appeared the above named Antonio Monzillo and acknowledged the foregoing instru-
ment to be his free act and deed, before me,

Margaret E. Ganley, Notary Public--My commission expires Jan. 24, 1947.

Rec'd Dec. 10, 1945 at 11H. 24M. A.M. and Reg'd from the original

Doc. 18638
L.W. Prince

I, Leila W. Prince, holder of a mortgage from Therese T. Rothery to me
dated September 3, 1935 recorded with Hampden County Registry of Deeds Book 1602,
Page 251 acknowledge satisfaction of the same.

Witness my hand and seal this tenth day of December, 1945.

Leila W. Prince &Seal

Commonwealth of Massachusetts Hampden, ss. December 10, 1945. Then personally
appeared the above named Leila W. Prince and acknowledged the foregoing instru-
ment to be her free act and deed, before me,

Gerald D. Fitzgerald, Notary Public (Notarial Seal) My Commission Expires March
11, 1949.

Rec'd Dec. 10, 1945 at 11H. 55M. A.M. and Reg'd from the original

Doc. 18639
T.T. Rothery

to
Spd, Five Cents
Savings Bank

Know all Men by these Presents That I, Therese T. Rothery, married, of
Springfield, Hampden County, Massachusetts, for consideration paid, grant unto
Springfield Five Cents Savings Bank, a corporation duly established under the
laws of the Commonwealth of Massachusetts, in Springfield, in the County of Hamp-
den, in said Commonwealth, with MORTGAGE COVENANTS, to secure payment of Ten Thou-
sand Dollars payable as stated in a note of even date signed by me, together with
my husband, Paul R. Rothery, with interest at the rate stated in said note payable
monthly, as provided in said note and also to secure the performance of all agree-
ments and covenants herein contained: Certain real estate situated in SPRING-
FIELD, Hampden County, Massachusetts, bounded and described as follows:

Bounded Northerly by Bellevue Avenue, ninety (90) feet; Westerly by land now or
recently of Mildred D. Cowan et al, one hundred thirty (130) feet; Southerly by
lands now or recently of Ruxton, of Waldron and of Johnson, ninety (90) feet; and
Easterly by land now recently of John P. Byrnes et al. one hundred thirty (130)
feet. Being the same premises conveyed to me by deed of Alma I. Weidner dated
November 24, 1928, recorded with Hampden County Registry of Deeds in Book 1416,
Page 106. Being the premises known as 121 Bellevue Avenue. The mortgagor cov-
enants and agrees that, together with and in addition to the monthly payments of
principal and interest payable under the terms of the note secured by this mort-
gage, he will pay monthly to the mortgagee, on the first business day of each
month beginning with the first day of February A.D. 1946 until the said note is
fully paid, a sum equal to one-twelfth (1/12) of the known or estimated yearly
taxes and assessments levied or to be levied against the herein described prem-
ises; that the mortgagee shall hold all such monthly payments in trust, without
obligation to pay interest thereon, to pay such taxes and assessments when due;
that if the total of monthly payments as made under this paragraph shall exceed
the amounts of payments actually made by the mortgagee for taxes and assessments,
as the case may be, such excess shall be credited on subsequent monthly payments
of the same nature, but if the total of such monthly payments so made under this
paragraph shall be insufficient to pay taxes and assessments when due, then he
will, upon demand, pay to the mortgagee an amount necessary to make up the de-
ficiency; that if, in accordance with the terms and provisions of the note secured
hereby he shall tender full payment of the entire indebtedness of the note secured
hereby, the mortgagee will refund the balance of funds accumulated under the pro-
visions of this paragraph; that to the extent that the provisions of this para-
graph for such payments of taxes and assessments to the mortgagee are complied
with, he shall be relieved from compliance with such covenants herein and/or in

WE ACKNOWLEDGE SATISFACTION AND
HEREBY DISCHARGE THE MORTGAGE
SPRINGFIELD, MASS.
Dec 28, 1945
Gerald D. Fitzgerald

or assessments and the amount paid with interest thereon from the time of payment, shall be added to the principal sum hereby secured payable on demand; that should there be default in the payment of interest or principal of any prior mortgage (except the principal of a demand mortgage, the payment of which has not been demanded), and such default continue for ten days, the holder hereof may pay such interest or principal, and the amount paid with interest thereon from the time of such payment, shall be added to the principal sum hereby secured, payable on demand. This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale.

Witness my hand and seal this eighth day of April, A.D. 1946
Signed and sealed in presence of } Ernest E. Bonneau a Seal
Mary L. Brennan } Trustee as aforesaid
Commonwealth of Massachusetts Hampden, ss. Springfield, April 8th, 1946. Then personally appeared the above named Ernest E. Bonneau and acknowledged the foregoing instrument to be his free act and deed, before me.

Mary L. Brennan Notary Public--My commission expires July 10, 1947
Rec'd May 2, 1946 at 11H. 13M. A.M. and Reg'd from the original.

Know all Men by these Presents that I, Ellis C. Holbrook of Springfield, Hampden County, Massachusetts, for consideration paid, grant to Roman Catholic Bishop of Springfield, a corporation sole by Chapter 368 of the Acts of 1898 of the Legislature of Massachusetts, of said Springfield, with WARRANTY COVENANTS, the land in said SPRINGFIELD with the buildings thereon situated on the northerly side of Margaret Street and bounded and described as follows:- Beginning at a point on said Street at the southeasterly corner of land now or formerly of Margaret Sheehan, thence running Northerly on said Sheehan's easterly line, six and one-half (6½) rods to land now or formerly of D. E. Abbott; thence Easterly on the southerly line of D. E. Abbott's and land now or formerly of the Industrial House Charities, four (4) rods to land now or formerly of Selina Matthews; thence Southerly, on said Matthews' westerly line, six and one-half (6½) rods to said Street; thence Westerly on line of said Street, four (4) rods to the place of beginning. Being the same premises conveyed to the grantor by deed of Pietro Laude dated June 3, 1938 and recorded in the Hampden County Registry of Deeds, Book 1657, Page 247. Subject to municipal taxes assessed January 1, 1946, which the grantee herein assumes and agrees to pay as part of the consideration hereof. Subject to restrictions of record, if any. Orsolina S. Holbrook, wife of said grantor, release to said grantee all rights of dower and homestead and other interests therein.

Witness our hands and seals this Tenth day of May, 1946.
Abraham I. Smith by both } Ellis C. Holbrook
Orsolina S. Holbrook

The Commonwealth of Massachusetts, Hampden, ss: May 10, 1946. Then personally appeared the above named Ellis C. Holbrook and acknowledged the foregoing instrument to be his free act and deed, before me.

Abraham Irving Smith Notary Public--My commission expires January 28, 1949.
Rec'd May 13, 1946 at 4H. 03M. P. M. and Reg'd from the original

Know all Men by these Presents that I, John S. Macmillan, as Trustee of the Associated Realty Company under a Declaration of Trust dated May 15, 1934 and recorded in Hampden County Registry of Deeds, Book 1795, Page 469 for consideration paid, grant to Kenneth L. Broga and Evelyn L. Broga husband and wife, as tenants by the entirety and not as tenants in common of Springfield, Hampden County, Massachusetts with QUITCLAIM COVENANTS certain real estate situated in WEST SPRINGFIELD, Hampden County, Massachusetts, bounded and described as follows: Beginning at the intersection of the southwesterly line of Amostown Road and the northwesterly line of King's Highway; running thence Southwesterly by the northerly line of said King's Highway two hundred seventy and 30/100 (270.30) feet to a point; thence Westerly by the northerly line of King's Highway ten (10) feet to the southeasterly corner of land now or formerly of one Lindley, said southeasterly corner being the southeasterly corner of lot #1 (one) on a plan of lots recorded in Hampden County Registry of Deeds, Book of Plans U, Page 11; thence running Northerly by the easterly line of said lot #1 (one), sixty-one and 83/100 (69.83) feet to the northeasterly corner of said lot #1 (one); thence Westerly by the northerly line of lot #1 (one) ten and 92/100 (10.92) feet

Doc. 5580
Associated Realty Co. Tr.
to
K. L. Broga &
Stamps \$7.15 &c'd

*

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 10-19-2011 @ 02:14pm
Ct1#: 741 Doc#: 56454
Fee: \$289.56 Cons: \$63,500.00

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that I, ROSE MARY SPAGNA, an unmarried individual, of 50 Margaret Street, Springfield, Massachusetts,

For consideration paid in the amount of SIXTY-THREE THOUSAND FIVE HUNDRED AND 00/100 (\$63,500.00) DOLLARS

Hereby grants to ROMAN CATHOLIC BISHOP OF SPRINGFIELD, a Corporation Sole under Chapter 368 of the Acts of 1898 of the General Court of the Commonwealth of Massachusetts, with offices at 76 Elliott Street, Springfield, Massachusetts,

with QUITCLAIM COVENANTS

The land in Springfield, Hampden County, Massachusetts, bounded and described as follows:

Commencing at the southeast corner of land now or formerly of E. M. Woodard, said corner being distant five hundred three and 55/100 (503.55) feet from the intersection of Margaret and Main Streets, and running NORTHERLY at right angles to said Woodard one hundred ten and 64/100 (110.64) feet to land now or formerly of R. P. Richards; thence EASTERLY on land now or formerly of said Richards, now or formerly of J.J. Girard and now or formerly of Olive E. Abbott, sixty-five and 75/100 (65.75) feet to land now or formerly of L.C. Scheuing; thence SOUTHERLY on land now or formerly of said Scheuing, one hundred ten and 64/100 (110.64) feet to said Margaret Street; thence WESTERLY at an angle of 89° 51' with the last line along said Margaret Street sixty-six (66) feet to the place of beginning.

SUBJECT to encumbrances of record, if any.

Being the same premises conveyed to the GRANTOR herein by deed of Emilia Spagna, otherwise known as Amilia Spagna, and Rose Mary Spagna, dated April 26, 1985, and recorded in the Hampden County Registry of Deeds, Book 5803, Page 470.

WITNESS MY HAND AND SEAL THIS 19th DAY OF OCTOBER, 2011.

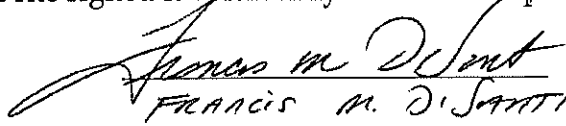
Rose Mary Spagna
ROSE MARY SPAGNA

50 Margaret St.
Springfield, MA

Attachment: Exhibit a to Appropriation Order, Lease/Purchase Agreement for Mount Carmel School (2516 : Appropriation Order for Mount

COMMONWEALTH OF MASSACHUSETTS

On this 19 day of OCTOBER, 2011, before me, the undersigned notary public, personally appeared ROSE MARY SPAGNA, proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.


FRANCIS M. DI SANTI

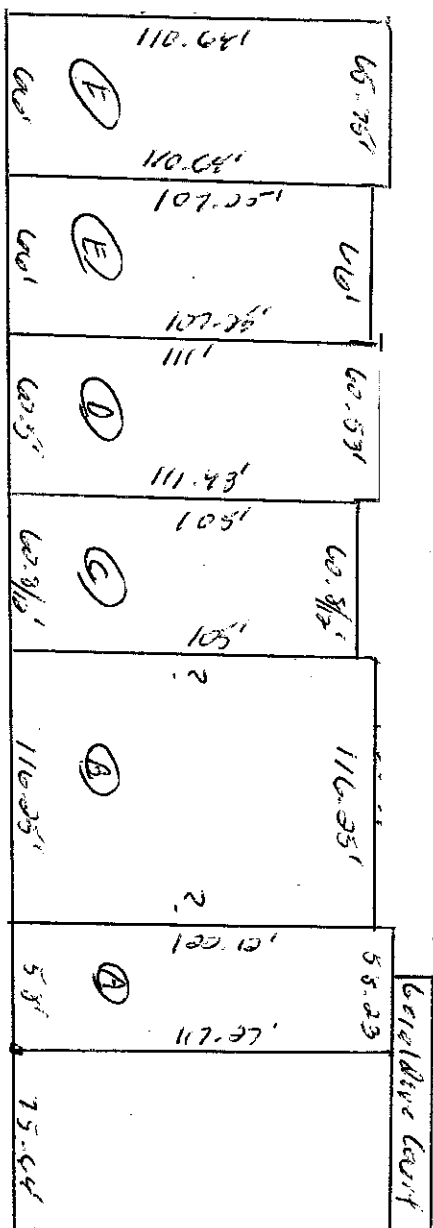
Notary Public - My Commission Expires: 3-29-2013



DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

EX. 4

EASEMENT INFORMATION



Muir St

Muir St

Subject to Easement for the Muir St
to William (1854/577)

- (A) 1257/455
- (B) 1191/371
- (C) 1434/50
- (D) 1812/117
- (E) 1814/503
- (F) 1596/380

BK 18544 Pg577 #68607

11-15-2010 @ 10:50a

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that THE ROMAN CATHOLIC BISHOP OF SPRINGFIELD, a corporation sole, under Chapter 368 of the Acts of 1898 of the General Court of the Commonwealth of Massachusetts, having a mailing address of 65 Elliot Street, Springfield, Massachusetts 01101 (hereinafter referred to as the Grantor(s)), for consideration of One (\$1.00) Dollar in hand paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, grant(s) to VERIZON NEW ENGLAND INC., (formerly known as New England Telephone and Telegraph Company) a New York corporation, having its principal place of business at 125 High Street, Oliver Tower, 7th Floor, Boston, Massachusetts 02110, its successors and assigns, (hereinafter referred to as the Grantees) with quitclaim covenants, the exclusive and perpetual right and easement to construct, reconstruct, repair, maintain, operate and patrol, for the transmission and/or distribution of intelligence and telecommunications, lines to consist of, but not limited to wires, cables and conduit installed thereon, and all necessary foundations, anchors, guys braces, fittings, equipment and appurtenances (hereinafter referred to as the "OVERHEAD/INTERIOR SYSTEM") over, across, under and upon the Grantor's land in Springfield, Hampden County, Massachusetts.

Said OVERHEAD/INTERIOR SYSTEM is to be installed on Grantor's land, which is located on the Northwesterly side of Margaret Street, to begin at Pole T. 3, located on the Northwesterly side of Margaret Street, and then running in a Northwesterly direction a distance of approximately three (3) feet to the Southeasterly side of the building at 36 Margaret Street, and then running down said building and through an interior conduit a distance of approximately one hundred seventy (170) feet to an interior terminal room, all of which shall become established by and upon the final installation thereof by the Grantees.

Also with the further perpetual right and easement from time to time without further payment therefore to pass and re-pass over, across and upon said land of Grantors, with the right to enter said building at 36 Margaret Street upon reasonable notice to the Grantors by the Grantee, as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate and patrol and otherwise change said

**Return to: Albert Bessette, Jr.,
Right of Way Manager
Verizon
365 State Street
Springfield, MA 01105**

Property Address: 36 Margaret Street, Springfield, MA

Attachment: Exhibit a to Appropriation Order, Lease/Purchase Agreement for Mount Carmel School (2516 : Appropriation Order for Mount

OVERHEAD/INTERIOR SYSTEM and each and every part thereof, but not the general location thereof, and to take such other action as may be reasonably necessary in the opinion and judgment of the Grantees, their successors and assigns and to clear and keep clear the portions and areas of the premises wherein the OVERHEAD/INTERIOR SYSTEM is specifically located of such structures, objects and surfaces, as may, in the opinion and judgment of the Grantees, interfere with the efficient and safe operation and maintenance of the OVERHEAD/INTERIOR SYSTEM.

It is agreed that the OVERHEAD/INTERIOR SYSTEM shall remain the exclusive property of the Grantees, their successors and assigns. Grantor agrees that the rights and easement herein granted are for the purpose of providing service to Grantor's property and the further right to service others from said OVERHEAD/INTERIOR SYSTEM.

For Grantor's title see deed dated April 20, 1929, recorded at the Hampden County Registry of Deeds in Book 1428, Page 80, deed dated March 31, 1943 and recorded at the Hampden County Registry of Deeds in Book 1757, Page 488, deed dated December 8, 1945 and recorded at the Hampden County Registry of Deeds in Book 1812, Page 117, and deed dated May 10, 1946, and recorded at the Hampden County Registry of Deeds in Book 1819, Page 503.

IN WITNESS WHEREOF, THE ROMAN CATHOLIC BISHOP OF
SPRINGFIELD, has caused its' corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Timothy A. McDonnell, Present Roman Catholic Bishop of Springfield this 10th day of September, 2010.

THE ROMAN CATHOLIC BISHOP
OF SPRINGFIELD

By:



Rev. Timothy A. McDonnell

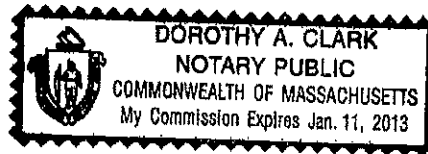
COMMONWEALTH OF MASSACHUSETTS

County of Hampden, ssSeptember 10, 2010

On this 10th day of September, 2010, before me, the undersigned notary public, personally appeared Timothy A. McDonnell, proved to me through satisfactory evidence of identification, which were personally known to me (source of identification) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Before me,

Dorothy A. Clark
Notary Public
Print Name Dorothy A. Clark
My Commission expires: Jan. 11, 2013



DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS



City of Springfield

ADOPTED

Meeting: 02/03/14 07:00 PM

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2515 C

6.31

Order of Taking of the Mount Carmel School Property, 36 Margaret Street for Municipal and Educational Purposes (Revised) (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 Springfield Public Schools, does hereby take by eminent domain in the name and on behalf of the said City of Springfield, the land located at 36 Margaret Street in Springfield, referred to as the "Mount Carmel School", in fee simple, for municipal purposes including educational purposes (the "Property").

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

The Property is 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 affixed to said land, including all personal property (including classroom furniture) and equipment located on the Property, and excepting easements (including easement rights granted to Verizon New England described in Exhibit G), rights, and interests specifically reserved herein, and subject to the exclusive right of the Roman Catholic Bishop of Springfield to use and occupy the garage structure located on the Property for period up to August 1, 2030, subject to the terms in the Lease/Purchase Agreement.

TAKING IN FEE SIMPLE

It is ORDERED, that the Property described below is taken in fee simple, pursuant to and by virtue of Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, of the Massachusetts General Laws, for municipal purposes, including educational purposes, including any improvements, trees and shrubs located thereon;

36 Margaret Street, Springfield, MA: Land located at 36 Margaret Street, City Parcel #08255-0007, supposed to be owned by the Roman Catholic Bishop of Springfield, containing an area of approximately 40,811 square feet, consisting of five (5) component parcels (referred to below as Parcels A through E), now combined for tax purposes and referred to as 36 Margaret Street. Such parcels are bounded and described as follows:

Parcel A:

A parcel of land located on the northerly side of Margaret Street in Springfield, MA., as described in a deed to the current owner from Ralph Stevens dated March 31, 1943, recorded in Hampden County Registry of Deeds at Book 1757, page 488, which is attached hereto as Exhibit A, and incorporated herein by reference.

Parcel B:

A parcel of land on Margaret Street in Springfield, MA., described in a deed from Joseph Francis Hope, Executor under the will of Catherine M. Hope, to the current owner, dated December 6, 1923, recorded in Hampden County Registry of Deeds at Book 1191, Page 371, which is attached hereto as Exhibit B and incorporated herein by reference.

Parcel C:

A parcel of land on the northerly side of Margaret Street in Springfield, MA., described in a deed from Jennie Grace Douglass to the current owner, dated April 20, 1929, recorded in Hampden County Registry of Deeds at Book 1428, Page 80, which is attached hereto as Exhibit C and incorporated herein by reference.

Parcel D:

A parcel of land on the northerly side of Margaret Street in Springfield, MA., described in a deed to the current owner from Antonio Monzillo, dated December 8, 1945, recorded in Hampden County Registry of Deeds at Book 1812, page 117, which is attached hereto as Exhibit D and incorporated herein by reference.

Parcel E:

A parcel of land on the northerly side of Margaret Street in Springfield, MA., described in a deed to the current owner from Ellis C. Holbrook, dated May 10, 1949, recorded in Hampden County Registry of Deeds at Book 1819, Page 503, which is attached hereto as Exhibit E and incorporated herein by reference.

AWARD OF DAMAGES

It is ORDERED that the City of Springfield makes the following awards for damages sustained by the owners of the parcels, and to other persons as are required by law, by reason of the takings in fee, including any improvements, trees or shrubs, and all personal property including classroom furniture, and equipment:

<u>Parcel/Address</u>	<u>Owner of Record/Mortgagee</u>	<u>Damage Award</u>
36 Margaret Street Springfield, MA	Roman Catholic Bishop of Springfield	\$2,643,373.00

Although said parcels are stated above as belonging to the named owners, the ownership of said parcels 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.

Such takings in fee simple are subject to outstanding mortgages and liens of record as are required by law, and are made subject to the prior payment of any unpaid taxes, water and sewer use charges, betterments, and municipal charges, 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;

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, in the Hampden County Registry of Deeds.

Approved by the City Council on _____, 2014:

Wayman Lee, Esq
City Clerk

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

Domenic J. Sarno, Mayor
Date signed:_____

FINANCIAL IMPACT:

Order awards eminent domain taking damages of \$2,644,258 for the property, all personal property and classroom furniture, and equipment. There is a separate appropriation order for this amount also on the agenda.

RESULT:	ADOPTED [11 TO 0]
MOVER:	Timothy C. Allen, Ward 7 Councilor
SECONDER:	Kenneth E. Shea, Ward 6 Councilor
AYES:	Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs, Kateri B. Walsh

To the Clerk of the City Council,

Councilor Ashe submits the following amendments to Agenda item 2480, entitled "Chapter 270 Pawnbrokers and Junk Dealers":

In section 3:

Delete "a permanently bound book" in first sentence of subsection A and replace "an electronic record". Delete "name, age" in second sentence of subsection A and replace with "The full name (first and last), date of birth, license or state/government ID number". Delete "book" in third sentence of subsection A and replace with "electronic record". Add "All licensees are responsible for maintaining a backup of this data." to end of subsection A.

Delete the word "items" in the first sentence of subsection B and replace with "jewelry". Delete "photo" in the second sentence of subsection B and replace with "photographs".

Delete "tenth hour of every day, ante meridian" in the second sentence of subsection C and replace with "first hour of every business day, post meridian".

Insert subsection D as follows:

- D. The license holder shall accurately describe all items pawned, sold, or pledged with the license holder. This description shall include, but shall not be limited to, all distinguishing marks, etchings, engravings, model names, model numbers and serial numbers. Any jewelry with an affiliation to any institution or organization shall include the name of said institution or organization, year, and inscribed initials if any. Any and all descriptions of items of jewelry shall include the material, size (if applicable), weight, length, shape, and color. Descriptions of coins, stamps, collectible cards, autographed items, figurines, or other collectible of any description shall include any identifying features such as the name of the items, date, denomination, color, size, brand name, vintage or image represented. All items pledged, sold, or pawned with the license holder must remain intact, (i.e. precious stones in jewelry or data on electronic devices) until such time that they may legally change ownership.

Insert subsection E as follows:

- E. The license holder shall photograph the customer making the transaction with the license holder, along with a photograph of the required customer license or state/government issued ID. The required photographs shall be clear and such quality that the customer and required license or state/government issued ID is clearly identifiable. This information shall be maintained according to 270-3(C).

Insert subsection F as follows:

- F. Dealers in secondhand books, clothing and furniture excepted. Persons who do not buy or sell secondhand articles except books, clothing or furniture shall be exempt from the provisions of Subsection **D**.

In Section 5:

Insert subsection B as follows:

Dealers in secondhand books, clothing and furniture excepted. Persons who do not not buy or sell secondhand articles except books, clothing or furniture shall be exempt from the provisions of Subsection A.



City of Springfield

ADOPTED

Meeting: 02/03/14 07:00 PM
Initiator: Ryan J. Barry
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2524

7.32

An Order Authorizing the Submission of Statements of Interest to the Mass. School Building Authority (Mayor Sarno)

WHEREAS, the Superintendent of Schools, working with the Facilities Department, wishes to submit eighteen (18) Statements of Interest to the Massachusetts School Building Authority (MSBA) in an effort to secure funding for repairs and improvements at the following schools: Balliet Elementary; Balliet Middle School; Brunton Elementary; Chestnut Accelerated Middle School; Dorman School; Glenwood Elementary; Kennedy Middle School; Kensington Avenue Elementary; Liberty School; Lynch Elementary; STEM Middle School; Sumner Avenue Elementary; Talmadge Elementary; Van Sickle Middle School; Walsh Elementary; Zanetti Montessori Magnet School; Brightwood School; and Homer Street School; and

WHEREAS, Statements of Interest must be approved by the City Council prior to submission to the MSBA;

NOW THEREFORE, BE IT ORDERED that the City Council, by means of the votes attached hereto, authorizes the Superintendent of Schools to submit the above-referenced Statements of Interest to the MSBA.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Clodo Concepcion, Ward 5 Councilor
SECONDER:	Kateri B. Walsh, Vice President - At-Large Councilor
AYES:	Luna, Concepcion, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton

City of Springfield, MA

Hampden County

EXHIBIT A

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Chapter 16: BOARDS, COMMISSIONS AND COMMITTEES

Article XI: School Building Commission

[Adopted as Title 2, Ch. 2.80, of the 1986 Code; amended in its entirety 3-18-1996]

Chapter 16: BOARDS, COMMISSIONS AND COMMITTEES

Article XI: School Building Commission

§ 16-28 Composition and compensation.

§ 16-29 Powers and duties.

§ 16-28 Composition and compensation.

- A. The City School Building Commission shall consist of seven voting members, of which three are appointed by the Mayor, who shall serve at the pleasure of the Mayor and will continue to serve until a successor is appointed. One voting member shall be the City Council President or designee and one voting member shall be the Vice Chairperson of the School Committee or designee. All members so appointed shall be residents of the City. The Mayor shall designate the Chairperson of the School Building Commission.
- B. The Director of Facilities Management and the Code Enforcement Commissioner shall each be voting members of the City School Building Commission.
- C. The Superintendent of Schools shall serve as a member of the City School Building Commission but without the right of a formal vote.
- D. All members of the City School Building Commission shall serve without receiving compensation.

§ 16-29 Powers and duties.

- A. After the School Committee has approved a site for a school building, the City School Building Commission, after the land has been acquired by the City for such a site, or after being so authorized by a vote of the City Council with the approval of the Mayor, shall cause to be prepared plans, specifications and information for bidders and contract forms for the erection and reconstruction of all school buildings, and for the preparation of plans and specifications for site work connected therewith.
- B. No plans for the construction of a school building shall be accepted and no work shall be begun on the construction of a school building unless the approval of the Mayor is first obtained.
- C. Ordinary repairs and alterations of school buildings are the responsibility of the Department of Facilities Management under Chapter 27, Departments, Article IX, of the Code of the City of Springfield. Notwithstanding any ordinance to the contrary, the City School Building Commission shall have primary jurisdiction and responsibility regarding the building and/or the remodeling of school buildings whose estimated projected costs are in excess of \$3,000,000.

- D. Notwithstanding Chapter 27, Article IX, § 27-69B(5)(b), of the Code of the City of Springfield or any other ordinance to the contrary, the City School Building Commission, with the approval of the Mayor, is specifically authorized to hire under a contract a construction management company or a project management company reporting to the City School Building Commission and responsible for overall project management of a given project or project(s). The company, if retained, shall see that duplicative efforts are minimized so that state reimbursement will be available to pay all or the major part of its fee.
- E. Notwithstanding Chapter 27, Article IX, § 27-69B(5)(b), of the Code of the City of Springfield or any other ordinance to the contrary, the City School Building Commission, with the approval of the Mayor and the Superintendent of Schools, is specifically authorized to hire a project management individual or individuals. Said individual or individuals shall have the education, training, and experience to perform the project management functions, and may be hired for a given project or projects. The School Department budget shall support the salary and fringe benefits of said individual or individuals. The individual or individuals so hired shall see that duplicative efforts are minimized so that the cost of said individual or individuals will be reimbursable out of bond monies and the use of School Department funds will be minimized.
- F. Should the City School Building Commission choose to contract or hire a project management company or individual(s) to oversee a project for school construction or major renovations, the Director of Facilities Management shall work cooperatively with said company or individual(s) to see that efforts are not duplicated and that concerns of the City are addressed in all phases of the project.

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POWERED BY GENERAL CODE