



City of Springfield

Regular Meeting

~ Draft ~

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

Linda Fitzpatrick
413-787-6559

Monday, March 24, 2014

7:00 PM

Springfield City Hall -- Council Chambers

I. Call to Order

7:00 PM Meeting called to order on March 24, 2014 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Statement from Deputy Police Chief John Barbieri

Council President Fenton asked newly appointed Police Commissioner John Barbieri to give some remarks to the Council and congratulated him on his appointment and congratulated the Mayor on his selection as the new Police Commissioner and Deputy Chief Barbieri said that he thanks the Council for their pledge of support and he pledged to live up to the expectations of the Mayor and Council and would work collaborative with Council to get the job done and make the City safe place where citizens would want to live and work.

Attendee Name	Title	Status	Arrived
Zaida Luna	Ward 1 Councilor	Absent	
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	Late	7:15 PM
Orlando Ramos	Ward 8 Councilor	Present	
Timothy J. Rooke	At-Large Councilor	Late	7:02 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	

Moment of Silence - Pledge of Allegiance

II. Communications

2. Order (ID # 2565)

February Revenue Vs Expenditure Report

COMMENTS - Current Meeting:

Statement of Revenues, Expenditures and Other Sources 2-28-2014- **Read and Pat Burns, Comptroller made presentation to the City Council relative to the period ending 2-28-14 and the Report shows that the City had spent 66% of the yearly budget but was on track for the fiscal year 14, but cautioned that the ice and snow**

account had a deficit of \$378,00 that the Council and the Mayor will have correct before the end of the fiscal year and that revenue was coming in as expected Council received the Report by a majority vote with Councilors Luna, Williams and Rooke absent and the Report was put on file for the Finance Committee to discussion.

ATTACHMENTS:

- February Revenue Vs Expenditure Report (PDF)

RESULT:	RECEIVE REPORT
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III. Reports

3. Informational (ID # 2559)

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 majority voice vote with Councilors Luna and Williams absent.

ATTACHMENTS:

- WMECO & VERIZON PLAN - page boulevard #6182 (PDF)
- WMECO & VERIZON REPORT - page boulevard #6182 (DOC)

RESULT:	RECEIVED THE REPORT-PASSED
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4. Informational (ID # 2560)

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 majority voice vote with Councilors Luna and Williams absent.

ATTACHMENTS:

- WMECO PLAN - middlesex street #6183 (PDF)
- WMECO REPORT - middlesex street #6183(DOC)

RESULT:	RECEIVED THE REPORT-PASSED
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5. Informational (ID # 2561)

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 majority voice vote with Councilors Luna and Williams absent.

ATTACHMENTS:

- WMECO PLAN - king street #6184 (PDF)
- WMECO REPORT - king street #6184 (DOC)

RESULT: RECEIVED THE REPORT-PASSED

IV. Grants

6. Order (ID # 2566)

TJO Donations - No Match Required \$13,468.70

COMMENTS - Current Meeting:

Read and the Council Passed the Order to accept receiving a of \$13,468.70 in donations by a majority voice vote with Councilors Luna and Williams absent.

ATTACHMENTS:

- tjo donationsjuly1 13 thru 1 27 14 (PDF)
- grantsetupdonations (PDF)

RESULT: PASSED BY VOICE VOTE

7. Order (ID # 2563)

SSYI Grant - \$90,885.06 - No Match

COMMENTS - Current Meeting:

Read and an explanation was given by Sgt., Brian Elliott, Grant Manager for the Police Department that the grant was from Mass Executive Office of Health and Human Services "Safe and Successful Youth Initiative Grant" in the amount of \$90,885.06 to fund a multi-faceted strategy for reducing youth violence through a coordinated intervention strategy focused on "proven risk youth" identified as the highest risk individuals for being perpetrator or victim of shooting or stabbing violence and this amount is second installment and the last installment will be in about 6 weeks and that should last the program through the end of the current fiscal year. Councilor Hurst asked how effective has the program and Sgt. Elliot said the program has been effective but is somewhat new and the strategy is to use "intervention" method rather than "suppression" methods. Councilor Allen asked what the difference between intervention and suppression and Sgt. Elliot said intervention tries to prevent the action through educational program prior to the crime and the program has partnered with ROCOS, After Incarceration by Sheriff Department, Salvation Army, REB and Baystate Medical Center and suppression is to stop the individual after the action and the Order passed by a majority voice vote with Councilors Luna and Williams absent.

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ATTACHMENTS:

- Executed SSYI Amendment 3_Springfield (PDF)

RESULT: PASSED BY VOICE VOTE
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8. Order (ID # 2562)

State Aid for Libraries - No Match Required - \$204,233.00

COMMENTS - Current Meeting:

Read and an explanation was given by Molly Fogarty, Director of the Library Department that the order is to accept an award from FY14 State Aid to Public Libraries Program from the Mass Board of Library Commissioners to support, develop, coordinate, improve and promote library services in the City and the City had to apply for a "waiver" because we don't have matching funds but the State has grant the waiver in the amount of \$204,233 and to provide funding for Printing and Binding, Library Materials, Library Programs, Professional Development and Salary and Wages and the Order passed by a majority voice vote with Councilors Luna and Williams absent.

ATTACHMENTS:

- Library Grant Set up - \$204,233 (PDF)
- Library State Aid Guide (PDF)

RESULT: PASSED BY VOICE VOTE
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V. General Business**9. Order (ID # 2466)**

Chestnut Accelerated Repairs Bond Authorization - \$4,469,273

COMMENTS - Current Meeting:

Read and an explanation was given by T J Plante, CAFO stating that the bond order is to pay for roof repairs damaged by the last hail storm at the Chestnut Accelerated Middle School in the amount of \$4,469,273 dollars including all incidental or related costs and to apply for a grant from the Mass School Building Authority and the Order passed by the following roll call vote.

ATTACHMENTS:

- CAFO Certification - Chestnut Accelerated (DOCX)
- Springfield - Chestnut Accltrd MS - SD TPB - MSBA Review - 3.4.14 (PDF)

RESULT:	ADOPTED [12 TO 0]
MOVER:	Timothy J. Rooke, At-Large Councilor
SECONDER:	Clodo Concepcion, Ward 5 Councilor
AYES:	Concepcion, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	Zaida Luna

10. Resolution (ID # 2567)

City Council Facebook Page

COMMENTS - Current Meeting:

Read and Councilor Justin Hurst gave an explanation for the Resolve to create a City Council Facebook page as a social media outlet where many people stay connected on current events and happenings both locally and globally and page would create openness and transparency as well as another way to share information and would also allow the public to provide feedback to the Council as well as reach individual that don't get there information from television or newspaper. The Facebook page would allow the Council to highlight upcoming events, meeting votes, meeting dates and other news that may be of interest to the public and that he has spoke with IT Director Andy Doty and within certain limits IT sees no problem in creating a City Council Facebook website page. Councilor Walsh said she thinks its a great idea but asked how would the page be maintained and Councilor Hurst in the beginning the staff would be involved and he would love have a conversation with the staff about maintaining the page and "what if nobody friend us". Councilor Concepcion asked who is going to pay for it and how much it going to cost and he does want "politics" on the page and "nothing is free" and Councilor Hurst said that there is no cost to create or use a Facebook page and the Mayor's Office, Election and Police Department all have a Facebook page and he likes to see the Council to get with the times. Councilor Twiggs said he can see the value of a Facebook page but may be some "issues" and made a motion to refer to committee to work out the issues before final passage and seconded by Councilor Walsh. Councilor Shea said maybe we should check with IT, Law and Ethics Commission to see what restrictions may be necessary prior put up the Facebook page. Councilor Williams said its a great idea but caution against putting personal matters on Facebook and that he agrees with Councilor Shea that we should get professional advice before putting up the Facebook page.

RESULT: REFERRED TO COMMITTEE**Next: 4/7/2014 7:00 PM****Motion To:** A. Motion to refer to Young Professional Committee**COMMENTS - Current Meeting:**

Councilor Twiggs said he can see the value of a Facebook page but may be some "issues" and made a motion to refer to committee to work out the issues before final passage and seconded by Councilor Walsh and said Motion passed by a majority vote with Councilor Luna absent.

RESULT: REFER TO COMMITTEE**(11.) (ID # 2558) Chapter 270 Pawnbrokers and Junk Dealers**

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 3 of Chapter 270, Records of purchases, of the Code of the City of Springfield, is hereby amended to include:

- G. The purchase, sale or barter of junk, old metal or secondhand articles weighing more than one ton for a single transaction shall be exempt from the provisions of Subsection E and D.

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 include:

- C. The purchase, sale or barter of junk, old metal or secondhand articles weighing more than one ton for a single transaction shall be exempt from the provisions of Subsection A.

RESULT: TABLED

Next: 4/7/2014 7:00 PM

COMMENTS - Current Meeting:

Read and Councilor Ashe asked that the Ordinance be tabled and was seconded by Councilor Williams until Councilor Ashe has finished his meetings with the scrap dealers and Police Department and request to "table" passed by a majority voice vote with Councilor Luna absent.

12. Order (ID # 2564)

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of East Side Trail Circle., Lot 108 (11615-0021) to the Springfield Conservation Commission

COMMENTS - Current Meeting:

Read and an explanation was given by Kevin Chaffee, Conservation Commission, Natural Resources Manager that the property is foreclosed tax title property on ES Trail Circle is being transferred to the Conservation Commission for conservation purposes for \$1 and the Order passed by the following roll call vote.

ATTACHMENTS:

- Deed-ES Trail Cir. (Par.21) (DOC)

RESULT: ADOPTED [12 TO 0]

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

SECONDER: Timothy C. Allen, Ward 7 Councilor

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

ABSENT: Zaida Luna

Reports of Committees

A. Report from The Public Health and Safety Committee - Ordinance Pawnbrokers and Junk Dealers

Councilor Ashe Chair of the Public Health and Safety Committee reported that the committee met with heavy scrap metal dealers (Mr. Freedman and Mr. Rabinowicz) and Police Department (Lt. Trice) and the dealers wanted to meet separately with Police and

then have another meeting before the full Ordinance would come before the Council. Councilor Ashe also said that his committee has met with vendors relative to the "food truck" ordinance and are working out details with Police, Health and Parking Authority and hopes to have a final draft to the Council in April. Council received the reports by a majority vote with Councilor Luna absent.

B. Report from the New Revenue Committee

Councilor Allen Chair of the New Revenue reported that the committee met at least 5 times to look at fees of the City and had met with the Clerk's Office to understand how fees are established and will over the next 3 weeks meet with the Building Department and License Commission and then hopes to meet with Police Department to see how their fees are set. Council received the report by a majority vote with Councilor Luna absent.

C. Report from the Young Professional Committee

Councilor Hurst Chair of the Young Professional Committee reported that the committee met to look at ways to create more opportunities, get out news of city activities, current and upcoming events and a Facebook page for the Council and to create an open and transparent process in the City. Council received the report by a majority vote with Councilor Luna absent.

D. Report from Workforce Development Committee

Councilor Allen Chair of the Workforce Development Committee reported that the committee has met for at least 5 times and have been meeting to look into creating more job opportunities for the citizens of the City by looking at the requirement for land use, building availability and meeting with REB, Economic Development Council and invited all Councilor to participate by attend some of the meetings. Council received the report by a majority vote with Councilor Luna absent.

VI. Suspension of Rules - NONE



City of Springfield

ADOPTED

2.2

Meeting: 03/24/14 07:00 PM

Initiator: Pat Burns

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2565

February Revenue Vs Expenditure Report (Mayor Sarno)

RESULT: RECEIVE REPORT

CITY OF SPRINGFIELD, MASSACHUSETTS

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

For the period ended 02/28/14				
Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	\$ 166,645,492	\$ 125,063,952	\$ (41,581,540)	75%
Real Estate & Personal Property Taxes - Tax Liens	-	1,939,088	1,939,088	0%
Motor Vehicle Excise	8,800,000	2,639,705	(6,160,296)	30%
Penalties, interest and other taxes	5,054,500	1,840,508	(3,213,992)	36%
Charges for Services	13,549,000	9,760,648	(3,788,352)	72%
Intergovernmental	338,720,957	220,711,481	(118,009,476)	65%
MSBA Payments	15,987,228	11,196,414	(4,790,814)	70%
Licenses and Permits	4,635,740	3,274,110	(1,361,630)	71%
Fines and Forfeits	339,250	253,281	(85,969)	75%
Interest earned on Investments	1,185,179	801,086	(384,093)	68%
Miscellaneous	5,368,818	3,985,120	(1,383,698)	74%
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	420,485,080	(178,820,770)	70%
Expenditures and Other Uses:				
General government	19,840,327	13,232,006	6,608,321	67%
Public safety				
Police	38,776,603	24,960,345	13,816,258	64%
Fire	19,486,362	12,676,496	6,809,866	65%
Centralized Dispatch	1,738,594	593,350	1,145,244	34%
Other	3,376,166	2,307,702	1,068,464	68%
Health and Welfare	5,157,721	3,226,771	1,930,950	63%
Public works	10,227,390	9,009,168	1,218,223	88%
Education	385,243,389	234,177,333	151,066,057	61%
Culture and recreation	11,697,811	8,221,946	3,475,865	70%
Pension and fringe	53,111,269	43,408,599	9,702,670	82%
State and district assessments	3,245,637	2,193,745	1,051,892	68%
Debt Service	40,759,110	34,972,080	5,787,030	86%
Pay as you go Capital	2,113,020	760,338	1,352,682	36%
Other Financing Use - Trash Enterprise Supplement	4,532,450	4,532,450	-	100%
Total Expenditures and Other Uses	599,305,850	394,272,327	205,033,523	66%
Excess (deficiency) of revenues and other sources over expenditures and other uses	<u>\$ -</u>	<u>\$ 26,212,753</u>	<u>\$ 26,212,753</u>	

(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
02/28/14

Expenditures and Other Uses:

	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	19,872,315	(31,988)	19,840,327	11,447,795	1,784,211	6,608,321	67%
Public safety							
Police	38,776,603	-	38,776,603	24,513,060	447,285	13,816,258	64%
Fire	19,486,362	-	19,486,362	12,483,564	192,932	6,809,866	65%
Centralized Dispatch	1,738,594	-	1,738,594	585,830	7,521	1,145,244	34%
Other	3,297,832	78,334	3,376,166	2,017,781	289,921	1,068,464	68%
Health and Welfare	5,169,721	(12,000)	5,157,721	3,220,846	5,925	1,930,950	63%
Public works	10,227,390	-	10,227,390	8,575,255	433,913	1,218,223	88%
Education	357,868,723	27,374,666	385,243,389	214,083,469	20,093,864	151,066,057	61%
Culture and recreation	11,697,811	-	11,697,811	7,338,888	883,058	3,475,865	70%
Pension and fringe	53,111,269	-	53,111,269	43,078,599	330,000	9,702,670	82%
State and district assessments	3,245,637	-	3,245,637	2,130,734	63,011	1,051,892	68%
Debt Service	40,759,110	-	40,759,110	34,972,080	-	5,787,030	86%
Pay as you go Capital	2,095,020	18,000	2,113,020	298,594	461,744	1,352,682	36%
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	369,278,944	24,993,384	205,033,523	66%



City of Springfield

ADOPTED

Meeting: 03/24/14 07:00 PM
Initiator: Lou DiCarlo
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2559

3.3

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>>

Page Boulevard - Installing Joint 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 March 24, 2014

City Clerk

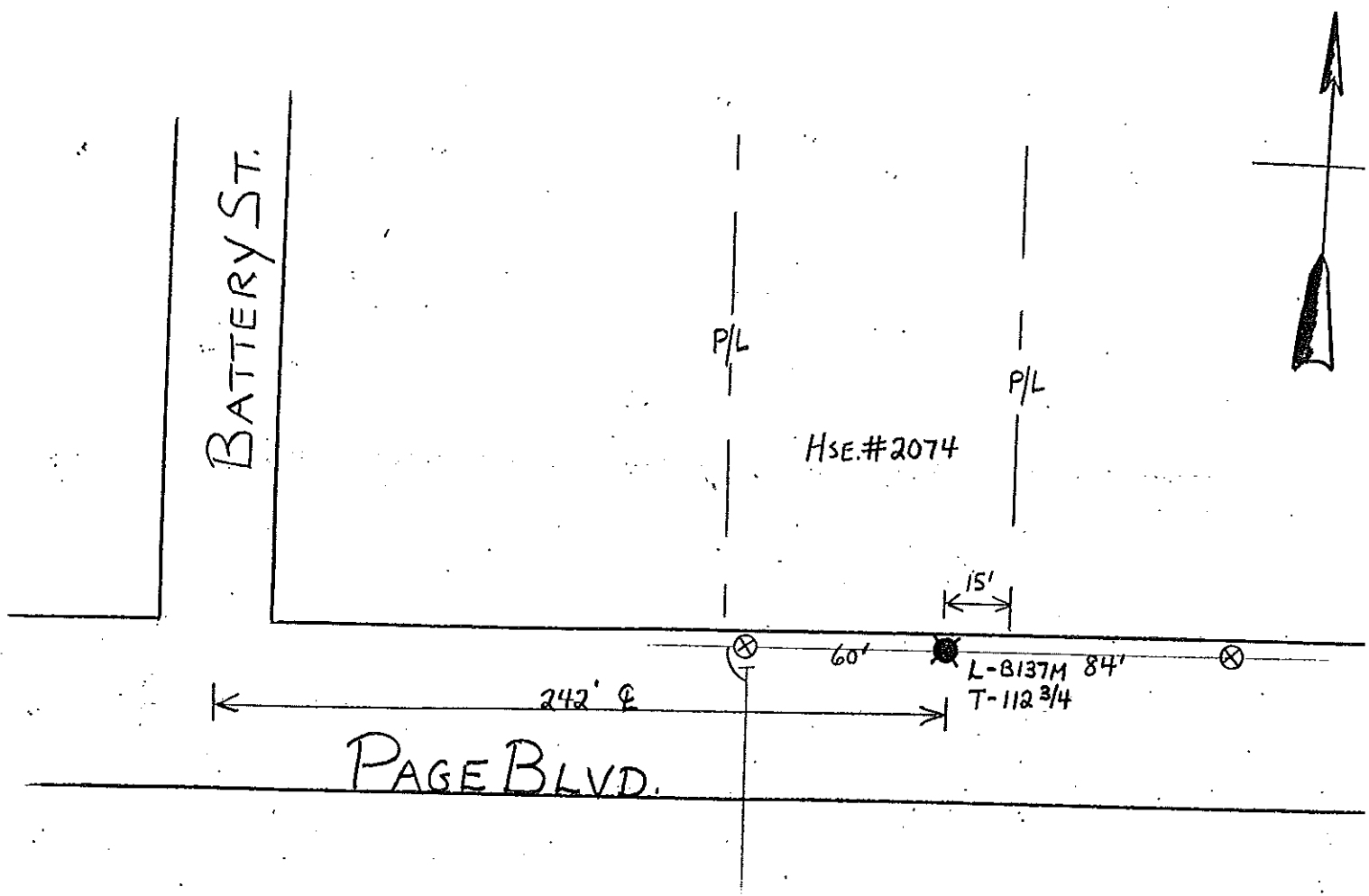
We hereby certify that on February 26, 2014, at 5:00 PM, at At the Corner of Page Boulevard and Battery Street a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY for permission to complete the above mentioned request.

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 March 24, 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.

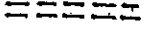
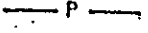
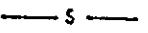
Attest:

City Clerk



NOTE - NEW JT. POLE LOCATION
NEEDED BY WMECO TO
INSTALL NEW PROTECTION
DEVICE.

LEGEND

- | | | |
|--|---|---|
|  PROPOSED JOINT POLE |  HANDHOLE |  MANHOLE |
|  PROPOSED W.M.E.CO. POLE |  PAD MOUNT TRANSFORMER |  HEXHOLE |
|  EXISTING JOINT POLE |  UG. CONDUIT | |
|  EXISTING W.M.E.CO. POLE |  UG. PRIMARY CABLE | |
|  EXISTING W.M.E.CO. POLE TO BE MADE JOINT |  UG. SECONDARY CABLE | |
|  EXISTING FOREIGN POLE TO BE MADE JOINT | | |

Pet #6182

Attachment: WMECO & VERIZON PLAN - page boulevard #6182 (2559 : Page Boulevard - Installing Joint Pole (WMECO & Verizon))

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: February 27, 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 January 15, 2014, to install one (1) jointly owned pole in Page Boulevard, with said pole being installed in the northerly treebelt of Page Boulevard about two hundred forty-two (242) feet easterly of the centerline of Battery Street, all as substantially shown on a plan attached, thereto numbered 6182, 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 February 26, 2014 at 5:00 P.M. at the corner of Page Boulevard and Battery 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.

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

BOARD OF PUBLIC WORKS



City of Springfield

ADOPTED

Meeting: 03/24/14 07:00 PM
Initiator: Lou DiCarlo
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2560

3.4

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>>

Middlesex 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 March 24, 2014

City Clerk

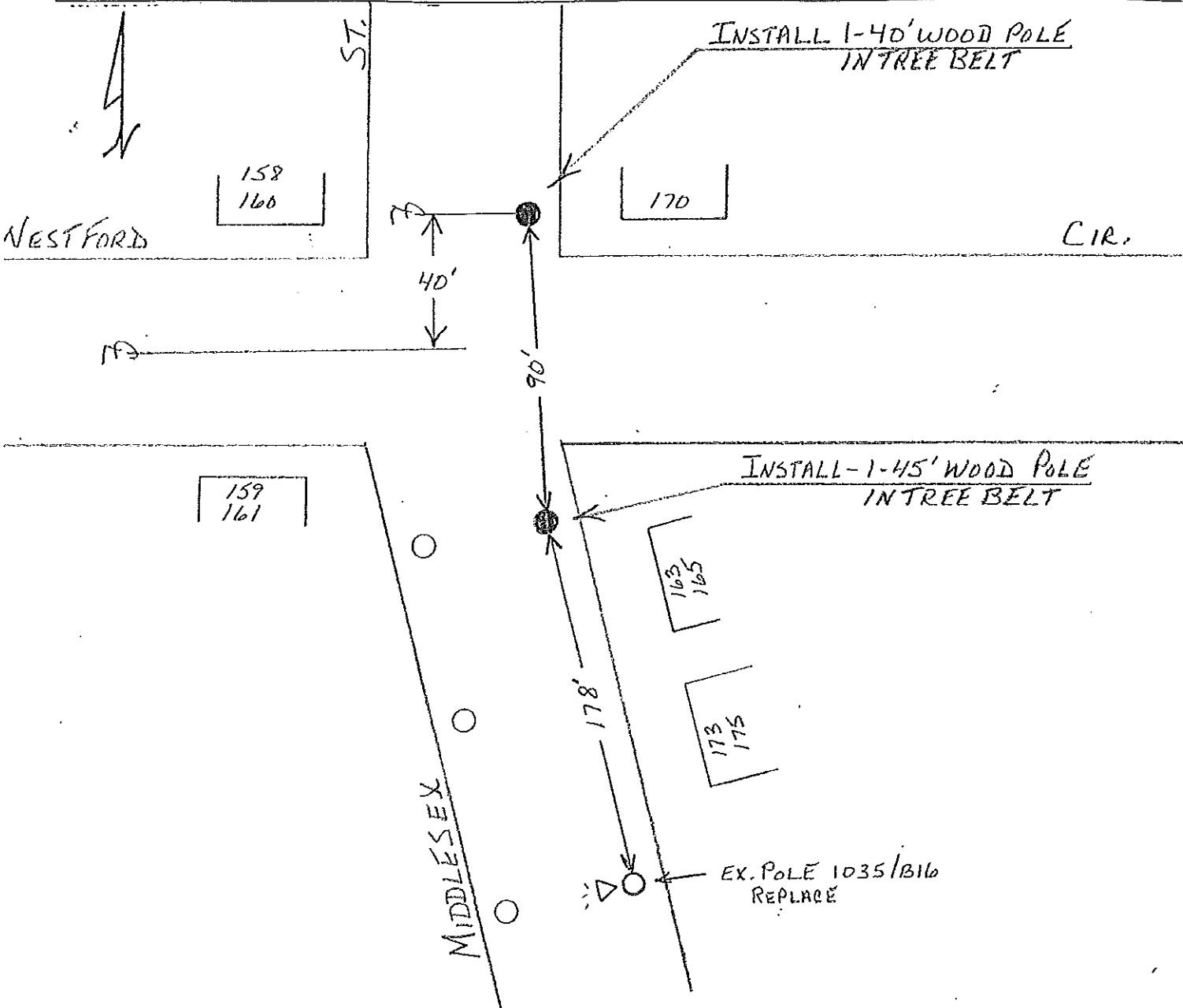
We hereby certify that on March 3, 2014, at 5:00 PM, at At the Corner of Middlesex Street and Westford Circle a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY for permission to complete the above mentioned request.

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 March 24, 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



INSTALL 2-WOOD POLES IN TREEBELT ON MIDDLESEX ST. THIS WILL SUPPLY THE AREA FROM A 13800V CIRCUIT TO IMPROVE RELIABILITY AND SATISFY LOAD GROWTH.

LEGEND		
PROPOSED JOINT POLE PROPOSED W.M.E.CO. POLE EXISTING JOINT POLE EXISTING W.M.E.CO. POLE EXISTING W.M.E.CO. POLE TO BE MADE JOINT EXISTING FOREIGN POLE TO BE MADE JOINT HANDHOLE PAD MOUNT TRANSFORMER MANHOLE HEXHOLE	UG. CONDUIT UG. PRIMARY CABLE UG. SECONDARY CABLE	

DRAWN BY
Michael Santos (4/12) 187-9354

W.O.#
 65420198
 TVAR

DISTANCES ARE APPROXIMATE
 N.T.S.

PETITION NO.
 6183

Packet Pg. 18

Attachment: WMECO PLAN - middlesex street #6183 (2560 : Middlesex Street - Installing 2 New Poles (WMECO))

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: March 4, 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 January 28, 2014, to install two (2) new poles in Middlesex Street, with one pole being installed in the easterly treebelt of Middlesex Street about forty (40) feet northerly of the centerline of Westford Circle, and the second pole being installed in said easterly treebelt about fifty (50) feet southerly of the centerline of Westford Circle, all as substantially shown on a plan attached, thereto numbered 6183, 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 March 3, 2014 at 5:00 P.M. at the corner of Middlesex Street and Westford Circle 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.

Attachment: WMECO REPORT - middlesex street #6183 (2560 : Middlesex Street - Installing 2 New Poles (WMECO))

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 A. Bueff)
 _____)

BOARD OF PUBLIC WORKS



City of Springfield

ADOPTED

Meeting: 03/24/14 07:00 PM
Initiator: Lou DiCarlo
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2561

3.5

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>>

King Street - Installing 4 Poles & Removing 2 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 March 24, 2014

City Clerk

We hereby certify that on March 3, 2014, at 5:10 PM, at At the Corner of King Street and Wellington Street a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY for permission to complete the above mentioned request.

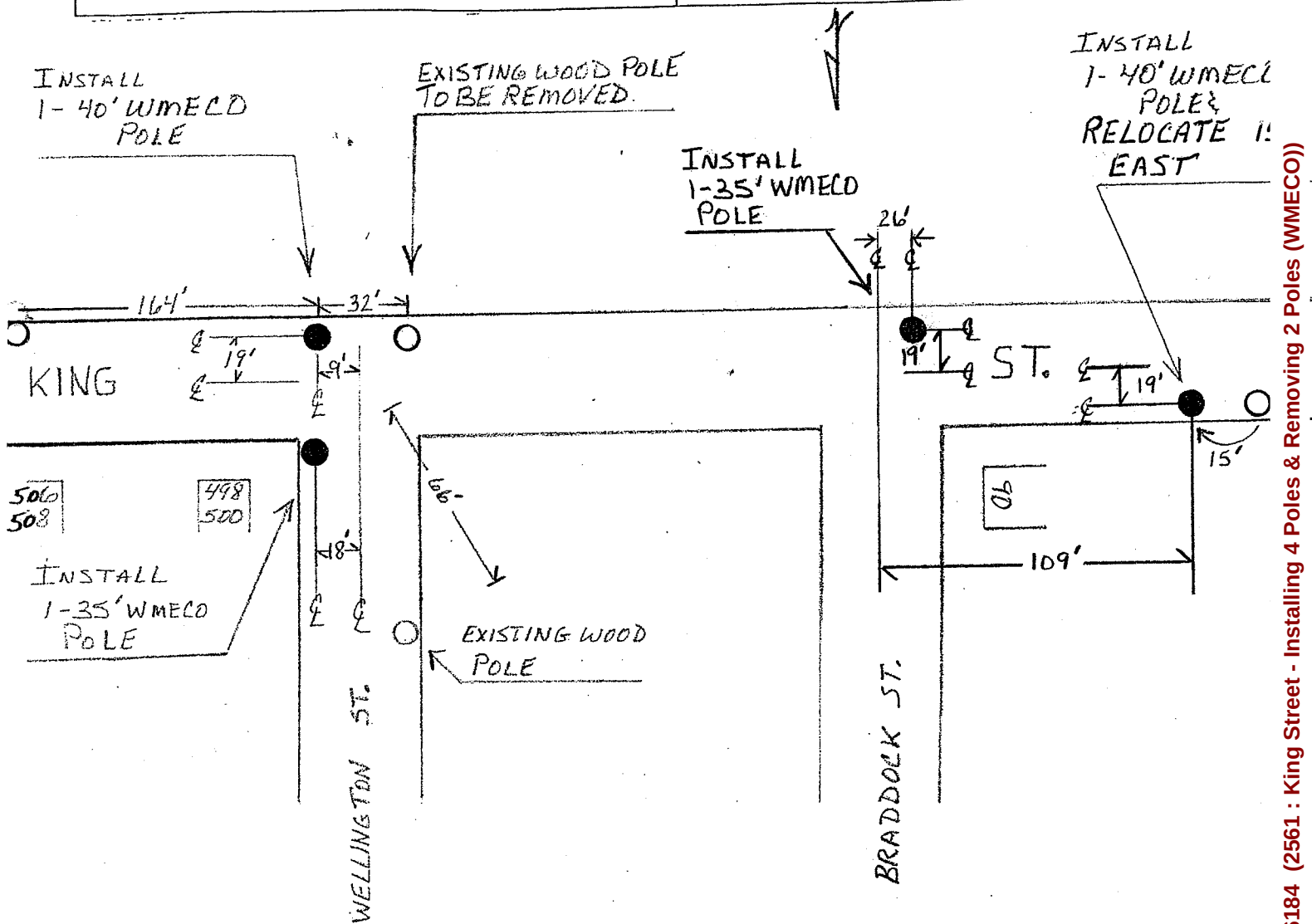
City Clerk

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 March 24, 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

WESTERN MASSACHUSETTS ELECTRIC COMPANY	TOWN SPRINGFIELD	3.5.a
NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY	STREET KING ST.	



WMECO IS UPGRADING ITS CIRCUITRY WHICH WILL IMPROVE RELIABILITY TO THE AREA.

INSTALL 4- NEW WOOD POLES & REMOVE 2.

REVISION 1

LEGEND

- | | | |
|--|---------------------------|-----------|
| ⊗ PROPOSED JOINT POLE | Ⓜ HANDHOLE | □ MANHOLE |
| ● PROPOSED W.M.E.CO. POLE | ■ PAD MOUNT TRANSFORMER | ⬢ HEXHOLE |
| ⊗ EXISTING JOINT POLE | === UG. CONDUIT | |
| ○ EXISTING W.M.E.CO. POLE | — P — UG. PRIMARY CABLE | |
| ⊗ EXISTING W.M.E.CO. POLE TO BE MADE JOINT | — S — UG. SECONDARY CABLE | |
| ⊗ EXISTING FOREIGN POLE TO BE MADE JOINT | | |

DRAWN BY
MICHAEL SANTOS 787-9354

W.O.#
LS420127 TXDR

DISTANCES ARE APPROXIMATE
N.T.S.

PETITION NO.
Packet Pg. 23

Attachment: WMECO PLAN - King street #6184 (2561 : King Street - Installing 4 Poles & Removing 2 Poles (WMECO))

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: March 4, 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 January 28, 2014, to install four (4) new poles and remove two (2) existing poles in King Street, with one pole being installed in the southerly treebelt of King Street about nine (9) feet easterly of the projected centerline of Wellington Street and about nineteen (19) feet southerly of the centerline of King Street, with another pole being installed in said southerly treebelt about twenty-six (26) feet westerly of the projected centerline of Braddock Street and about nineteen (19) feet southerly of the centerline of King Street, with another pole being installed in the easterly treebelt of Wellington Street about eighteen (18) feet easterly of the centerline of Wellington Street near the northeasterly corner of King Street, and with the last pole to be installed in the northerly treebelt of King Street about one hundred nine (109) feet westerly of the centerline of Braddock Street and about nineteen (19) feet northerly of the centerline of King Street, all as substantially shown on a plan attached, thereto numbered 6184, 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 March 3, 2014 at 5:10 P.M. at the corner of King Street and Wellington 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.

Attachment: WMECO REPORT - king street #6184 (2561 : King Street - Installing 4 Poles & Removing 2 Poles (WMECO))

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)
Donald P. Pappas)
 _____)

BOARD OF PUBLIC WORKS



City of Springfield

ADOPTED

Meeting: 03/24/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2566

4.6

TJO Donations - No Match Required \$13,468.70 (Mayor Sarno)

WHEREAS, the Thomas J. O'Connor Animal Control and Adoption Center has been awarded gifts of \$13,468.70 from various individuals and entities; and

WHEREAS, the funds provided shall be used to offer support for the care of animals; and

WHEREAS, the Department intends to use the gift funds for the purpose as requested by the donors for animal care; and

WHEREAS, the Department has accepted the gift funds and requests authorization from the City Council and the Mayor to expend the gift funds listed below for the purposes of animal care; 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 gift funds listed below for the purposes of such gift, subject to the approval of the Mayor, and the gift funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the gift without further appropriation:

Animal Care - \$13,468.70

RESULT: PASSED BY VOICE VOTE



TJO Donations/City Account

7/1/2013 thru 1/27/2014

TYPE OF DONATION			DONATION AMOUNT	NUMBER OF DONORS	
DONATION			TOTAL: \$13,468.70	100	
7/6/13	R13-014773	1.00	FALLON LAPAN	201 NORTH RD	WESTHAMPTON MA 01010
7/6/13	R13-014776	30.00	DARLENE KNEEDLER	90 BONNEVILLE AVE	CHICOPEE MA 01013
7/6/13	R13-014786	20.00	TODD & LINDA CORTELLI	86 LANCASTER ST	SPRINGFIELD MA 01118
7/6/13	R13-014789	5.00	JUAN VARGAS	91 WINDEMERE ST	SPRINGFIELD MA 01104
7/11/13	R13-014812	11.00	MAYRA RODRIGUEZ	31 BROWN ST	SPRINGFIELD MA 01109
7/11/13	R13-014819	244.31	DOG ADOPTION NETWORK	1367 PARKER ST	SPRINGFIELD MA 01129
7/11/13	R13-014820	40.00	JOSEPH BOBIANSKI	143 RUSSELL ST	SPRINGFIELD MA 01104
7/11/13	R13-014825	10.00	BRAD+HILLARY OSGOOD	12 MCKINLEY AVE	EASTHAMPTON MA 01020
7/16/13	R13-014852	5.00	JAMES HENRY	93 GROCHMAL AVE #160	INDIAN ORCHARD MA 01106
7/18/13	R13-014875	15.00	UNKNOWN PERSON		
7/20/13	R13-014889	2.00	LINDA URBAN-LYON	9 INDIAN HOLLOW RD	CHESTERFIELD MA 01010
7/20/13	R13-014891	11.00	DAVID SALTZMAN	28 LINCOLN ST	FRANKLIN MA 02038
7/22/13	R13-014895	10.00	DONNA VIEL	23 MITCHELL DR	CHICOPEE MA 01022
7/23/13	R13-014908	6.00	ASHLEY SANOCKI	6 METZGER PL	SPRINGFIELD MA 01104
7/23/13	R13-014913	3.00	CONRAD LECLERC	39 LOMBARD AVE	EAST LONGMEADOW MA 01106
7/23/13	R13-014914	11.00	KIMBERLY RIGGOTT	19 MILL ST	BROAD BROOK CT 06016
7/25/13	R13-014915	50.00	TRACEY BURLEY	75 B WELLS ST #311	GREENFIELD MA 01301
7/25/13	R13-014935	10.00	ERIKA LANGLAIS	100 SHEPHERD ST	CHICOPEE MA 01013
7/26/13	R13-014936	20.00	BARBARA DUVA	1 STADLER ST #5G	BELCHERTOWN MA 01010
7/27/13	R13-014953	5.00	CRYSTAL CORA	54 WATLING ST	SPRINGFIELD MA 01104
7/27/13	R13-014956	3.00	QUEEN AKERS	22 GLENHAM ST	SPRINGFIELD MA 01104
7/27/13	R13-014959	5.00	AUDREY CONSOLMAGNO	210 BLISSWOOD VILLAGE DR	LUDLOW MA 01056
7/27/13	R13-014963	40.00	CHERYL SLATTERY	10 E CHESTNUT ST	EASTHAMPTON MA 01020
7/27/13	R13-014967	13.00	UNKNOWN PERSON		
7/29/13	R13-014969	29.00	TERRI ST. LAURENCE	54 CLEMENT ST	FLORENCE MA 01062
7/29/13	R13-014974	20.00	THERESA+JOHN LABRECQUE	285 ELLENDALE CIR	SPRINGFIELD MA 01128
7/30/13	R13-014976	9.00	CAROL MAILER	33 HOWARD ST	PITTSFIELD MA 01201
8/1/13	R13-014991	20.00	CASSANDRA ROSE	94 MIAMI ST	WEST SPRINGFIELD MA 01106
8/3/13	R13-015006	25.00	JOSEPH SPECHT	63 SLATE RD	CHICOPEE MA 01020
8/3/13	R13-015008	5.00	CATHERINE JIMENEZ-IREETA	76 VICTORIA ST	WINDSOR CT 06095
8/5/13	R13-015021	5.00	AMY CORCORAN	206 BRIDLE PATH RD	CHICOPEE MA 01013
8/8/13	R13-015030	6.00	JOSE MARTINEZ	128 SKEELE ST	CHICOPEE MA 01013
8/8/13	R13-015044	10.00	UNKNOWN UNKNOWN		
8/10/13	R13-015050	75.00	AMANDA STEVENS	213 PRENTICE ST	SPRINGFIELD MA 01104
8/19/13	R13-015088	15.00	JUSTINE JUREK	72 RIVERVIEW TER	CHICOPEE MA 01013
8/20/13	R13-015102	25.00	JOHN COLAPIETRO	197 EDENDALE ST	EAST SPRINGFIELD MA 01108
8/31/13	R13-015166	20.00	ROBERT ROY	54 WOODHAVEN DR	BELCHERTOWN MA 01010
8/31/13	R13-015175	7.00	OLGA GAVRILOV	280 OAK ST	INDIAN ORCHARD MA 01106
8/31/13	R13-015176	8.00	GEORGE REED	48 RICHMOND WAY	CHICOPEE MA 01022
9/5/13	R13-015200	28.75	HILL'S PET NUTRITION	148 PO BOX	TOPEKA KS 66601
9/5/13	R13-015216	3.00	LAURA DOMASH	132 ASHBROOK ST	SPRINGFIELD MA 01118
9/7/13	R13-015231	100.00	CHRISTOPHER BOSSI	800 CONNECTICUT AVE	NORWALK CT 06854
9/8/13	R13-015236	100.00	JESSALEE DRAKE	58 LAWTON ST #5	SPRINGFIELD MA 01109
9/10/13	R13-015243	20.00	KATHY MEYER	88 WINTER ST	HOLYOKE MA 01040
9/14/13	R13-015266	1.00	MELISSA BOLAND	150 CULLEN ST	EAST TAUNTON MA 02711
9/17/13	R13-015279	17.00	CAROL ROY	PO BOX 226	PALMER MA 01069
9/23/13	R13-015308	1.00	STEPHANIE CARVALHO	62 WHITE ST	CHICOPEE MA 01013
9/28/13	R13-015351	8.00	OMAYRA PIMENTEL	186 PENDLETON AVE #D	SPRINGFIELD MA 01109
10/5/13	R13-015388	2.00	DIANE MATOS	97 MYRTLE ST	INDIAN ORCHARD MA 01106

Attachment: tjo donationsjuly13 thru 1 27 14 (2566 : TJO Donations - No Match Required \$13,468.70)



TJO Donations/City Account

7/1/2013 thru 1/27/2014

TYPE OF DONATION			DONATION AMOUNT	NUMBER OF DONORS	
10/5/13	R13-015392	0.99	GAIL CRAWFORD	28 BAMFORTH RD	SPRINGFIELD MA 01128
10/10/13	R13-015406	70.00	LINDA HALL	1126 GLENDALE RD	WILBRAHAM MA 01095
10/10/13	R13-015408	10.00	SHARON ANDERSON	160 LARELLE DR	CHICOPEE MA 01020
10/10/13	R13-015409	1.00	FRANK KELLY	202 BEECH AVE	MELROSE MA 02176
10/10/13	R13-015416	12.00	LUKASZ PLEWA	15 SCHOOL ST	CHICOPEE MA 01013
10/12/13	R13-015427	40.00	MARILYN & PETER NOWAK	35 LOWER BEVERLY HILLS	WEST SPRINGFIELD MA
10/15/13	R13-015439	10.00	BARBARA O'BRIEN	1893 PARKER ST	SPRINGFIELD MA 01128
10/17/13	R13-015449	26.00	PATRICIA DEL NEGRO	1627 CENTER ST	LUDLOW MA 01056
10/17/13	R13-015452	25.00	PATRICIA DEPEAU	17 SHERBROOKE ST	SPRINGFIELD MA 01104
10/17/13	R13-015453	14.00	WILLIAM CASHMAN	616 MAIN ST	WEST SPRINGFIELD MA
10/18/13	R13-015459	100.00	DOLORES CIFARELLI	49 OLD SOUTH ST #208	NORTHAMPTON MA 01060
10/19/13	R13-015461	50.00	JOHN ROBARE	133 BRANDON AVE	SPRINGFIELD MA 01119
10/19/13	R13-015465	100.00	RICHARD BERGAGNA	30 VALE CIR	SPRINGFIELD MA 01118
10/19/13	R13-015469	45.00	ERIN DARCY	6 SHADY LN	WILBRAHAM MA 01095
10/22/13	R13-015490	10.00	HEIDI MENDES	44 LONG TER	SPRINGFIELD MA 01104
10/24/13	R13-015505	100.00	CANDY LASH	27 BESSEMER ST	SPRINGFIELD MA 01104
10/24/13	R13-015508	5.00	ELLA HOLBROOK	39 CHESTNUT ST #114	LUDLOW MA 01095
10/26/13	R13-015515	10.00	MICHAEL BRESNAHAN	180 DELANEY AVE	CHICOPEE MA 01013
10/26/13	R13-015520	25.00	EVETTE PAGAN	16 FALMOUTH ST #2	INDIAN ORCHARD MA 01011
10/31/13	R13-015557	2.00	AMY BISSONNETTE	107 SLUMBER LN	SPRINGFIELD MA 01128
10/31/13	R13-015561	250.00	CHRISTINE MASSARO	760 STATION RD	AMHERST MA 01002
11/2/13	R13-015566	14.00	WILLIAM CASHMAN	616 MAIN ST	WEST SPRINGFIELD MA
11/4/13	R13-015587	203.75	NOVARTIS ANIMAL HEALTH	UNKNOWN	
11/5/13	R13-015602	100.00	JOANN MARTIN	152 CHESTER RD	BLANDFORD MA 01008
11/9/13	R13-015621	20.00	LINDA BONASONI	12 TOWER TER	AGAWAM MA 01001
11/16/13	R13-015655	100.00	KATE BAKKALA	51 WESSON TER	NORTHBORO MA 01532
11/21/13	R13-015684	250.00	DAVID HIRSH	293 BRIDGE ST #427	SPRINGFIELD MA 01103
11/21/13	R13-015688	25.00	MELANIE LEONARD	108 BONDSVILLE RD	WARE MA 01082
11/21/13	R13-015694	5.00	JAIME DROLLETT	1 HIGH ST	WEST SPRINGFIELD MA
11/26/13	R13-015716	50.00	CONNIE ANDREWS	44 HARRISON AVE	GREENFIELD MA 01745
11/26/13	R13-015717	3.00	TESSA RIGA	627 COTTAGE ST	SPRINGFIELD MA 01104
11/30/13	R13-015727	6.00	KARI SCYTKOWSKI	617 GRANBY RD	SO. HADLEY MA 01075
12/2/13	R13-015737	200.00	JAMES NEWCITY	20 CONCORD ST	CHICOPEE MA 01020
12/7/13	R13-015764	17.00	THOMAS O'CONNOR	513 NEWBURY ST	SPRINGFIELD MA 01104
12/10/13	R13-015772	50.00	JUDY VAN DE GEER	23 MUNN RD	MONSON MA 01057
12/12/13	R13-015774	10.00	KAREN GILLESPIE	143 N GRANBY RD	GRANBY CT 06035
12/12/13	R13-015782	7.00	KAREN MURPHY	34 LAWN ST	SOUTH HADLEY MA 01075
12/14/13	R13-015815	100.00	JAMIE JUDGE	43 W SUMMIT ST #A7	SOUTH HADLEY MA 01075
12/16/13	R13-015822	100.00	RICHARD PUNDERSON	907 SOMERS RD	EAST LONGMEADOW MA 01026
12/17/13	R13-015825	50.00	CAROL BARNES	2205 BOSTON RD #K96	WILBRAHAM MA 01095
12/19/13	R13-015838	50.00	SUSAN PEREIRA	18 RYAN CIR	SPRINGFIELD MA 01118
12/19/13	R13-015843	15.00	PAM MERCIER	1 GLENN ST	THREE RIVERS MA 01081
12/21/13	R13-015853	5.00	CHRISTINE WOOD	132 MERRIMAC AVE	SPRINGFIELD MA 01104
12/24/13	R13-015868	0.90	WIRELESS VERIZON	4199 PO BOX	PORTLAND OR 97208
12/24/13	R13-015873	5.00	DEBBIE CHEETHAM	53 OLD BARN RD	WEST SPRINGFIELD MA
1/4/14	R14-015923	4.00	ERICA KEELEY	25 STEWART ST	CHICOPEE MA 01020
1/9/14	R14-015950	5.00	BEN FITZGIBBONS	68 MONTGOMERY ST	CHICOPEE MA 01020
1/9/14	R14-015952	8.00	TESSA RIGA	627 COTTAGE ST	SPRINGFIELD MA 01104
1/13/14	R14-015963	1.00	REGINA BURNS	19 IRVING ST	WEST SPRINGFIELD MA
1/14/14	R14-015968	10,000.00	ATTORNEYS AT LA SOJA & ABBOTT	2022 WILBRAHAM RD	WILBRAHAM MA 01095
1/16/14	R14-015976	1.00	PETER VERA	118 FRONTENAC ST	CHICOPEE MA 01020
1/16/14	R14-015980	7.00	HEATHER TURCONI	124 BEECH ST	HOLYOKE MA 01040

Attachment: tjo donationsjuly1 13 thru 1 27 14 (2566 : TJO Donations - No Match Required \$13,468.70)



TJO Donations/City Account

7/1/2013 thru 1/27/2014

TYPE OF DONATION			DONATION AMOUNT	NUMBER OF DONORS	
1/23/14	R14-016009	10.00	KEN WOOFENDEN	425 DINGLE RD	WORTHINGTON MA 0109
1/25/14	R14-016026	10.00	KRISTIN O'DONNELL	16 SUNRISE TER	SPRINGFIELD MA 01119

GRAND TOTAL: \$ 13,468.70

Total Donors 100

Attachment: tjo donationsjuly1 13 thru 1 27 14 (2566 : TJO Donations - No Match Required \$13,468.70)

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 1-29-14

Department Requesting Grant Setup ANIMAL CONTROL

Department Phone # (Please include extension) 413-781-1022

Name and Title of Person to Contact in Case of Questions
Ram Peels # DIRECTOR

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

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

State – City

Private/Other

Grant Name: NO NAME

Total Grant Amount Awarded: \$ 13,468.70
Donations received to TJO from 7/1/13 thru 12/31/14

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: NA

Entity Name
 Contact Person
 Street Address
 City, State, Zip Code
 Telephone
 Fax
 E-Mail

Actual Award Date Varied dates - Subm. Held - 1/28/14

Board Approval Date

Start Date 1/28/14

Expiration Date NA

Renewal Action Date (optional) NA

If there are any Matching Funds: NO

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Donations are given to TJO for countless reasons + in Varied denominations. None of these gifts are restricted

Comments re: Conditions/Restrictions of Grant

No restrictions were placed on the gifts but the intention was to offer support to TJO's care of animals.

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID #

NA

What is the required drawdown frequency? NA

(Ex: Monthly, Quarterly)

Donations are given to TJO

If payment is to be sent by Grantor as a Wire, NA
 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: *Unknown*

Object Codes:

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

1-29-14

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form — *NA*
- ☐ Grant Award Letter — *NA*
- ☐ 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: 03/24/14 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2563 A

4.7

SSYI Grant - \$90,885.06 - No Match (Mayor Sarno)

WHEREAS, the Police Department ("Department") has been awarded a grant increase for the "Safe and Successful Youth Initiative" Grant of \$90,885.06 from the Executive Office of Health and Human Services; and

WHEREAS, the grant's purpose is to fund a multi-faceted strategy for reducing youth violence in the Commonwealth; and

WHEREAS, the Department intends to use the grant funds to implement a coordinated intervention strategy focused on "proven risk youth" identified as the highest risk individuals for being perpetrators or victims of shootings or stabbing violence; 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 Successful Youth Initiative Grant Increase	\$90,885.06
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RESULT:	PASSED BY VOICE VOTE
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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 Police Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services MMARS Department Code: EHS	
Legal Address: (W-9, W-4, T&C): 36 Court Street Springfield Ma 01103		Business Mailing Address: One Ashburton Place, Boston, MA 02108	
Contract Manager: Brian Elliott		Billing Address (if different):	
E-Mail: bellott@springfieldpolice.net		Contract Manager: Marc Dones	
Phone: 413-787-6318	Fax: 413-787-6663	E-Mail: marc.dones@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 617-573-1606	Fax: 617-573-1890
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): 13EHSSSYICITYSPRINLC	
		RFR/Procurement or Other ID Number: 13EHSCLSSYINITIATIVERFR2013	
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		X CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>June 30, 2014</u> . Enter Amendment Amount: \$ <u>90,885.06</u> (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>806,260.06</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <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: <u> </u> 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.) The purpose of this contract amendment 3 is to increase the maximum obligation in part to include federal grant funds available through ISA 2011 DJ BX 2235 and program code FBJAG11PRE.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . ☐ 2. may be incurred as of <u> </u> , 20 <u> </u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . ☐ 3. were incurred as of <u> </u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2014</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>11/13/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor, City of Springfield</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>11/17/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kathleen Betts</u> Print Title: <u>Assistant Secretary, Children, Youth and Families</u>	



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget:** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

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

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

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



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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, s. 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

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

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

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

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (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 XVII 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. 12,101, 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, s. 6, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

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

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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.



SPRINGFIELD POLICE DEPARTMENT
130 Pearl Street
Springfield, Massachusetts 01105

AGREEMENT BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY

Contract ID: City of Springfield – 20140394 Amendment #3
Vendor Code: VC6000192140

FOR THE CONTRACTOR: CITY OF SPRINGFIELD POLICE DEPARTMENT

William J. Fitchet
William J. Fitchet
Police Commissioner

Date: JAN. 8. 2014

W APPROVED AS TO APPROPRIATION: ^{N/A}

Joan Rahilly
Office of the City Comptroller

Date: 1/9/2014

[Signature]
Law Department

Date: 1/13/14

N/A Date: _____
Chief Administrative Financial Officer

AGREEMENT BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS

AMENDMENT 3

TO THE CONTRACT BETWEEN

THE EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

AND

THE CITY OF SPRINGFIELD

FOR THE

SAFE AND SUCCESSFUL YOUTH INITIATIVE

WHEREAS, the Executive Office of Health and Human Services (EOHHS) and the City of Springfield (the Contractor) entered into a Contract, ("the Contract") effective April 3, 2013 and amended October 22, 2013 (Amendment 1) and November 21, 2013 (Amendment 2); and

WHEREAS, in accordance with **Section 4.N** of the Contract, EOHHS and the Contractor desire to amend the Contract;

NOW, THEREFORE, in consideration of their mutual undertakings, EOHHS and the Contractor agree to amend the Contract as follows:

- 1. Section 3, Payment**, is hereby amended by adding deleting the section in its entirety and inserting in place thereof a new section as follows:

"3. Payment

Subject to EOHHS' satisfaction with the Contractor's performance and other terms and conditions of the Contract, EOHHS shall pay the Contractor in accordance with the following provisions:

- A.** EOHHS shall pay the Contractor \$806,260.06 during the Contract term for the performance of its responsibilities under this Contract.
- B.** Any payments made during the initial Contract term, or during any contract extension periods, may be made as lump sum or periodic installment payments, as determined by EOHHS.
- C.** EOHHS reserves the right to suspend and/or recover payments, in whole or in part, in the event the Contractor fails to perform in accordance with this Contract.
- D.** \$90,885.06 of the total amount set forth in **Section 4.A** above are federal grant funds from the Edward J. Byrne Memorial Justice Assistance Grant (JAG) Program, a grant program originating from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA), and administered by the Commonwealth of Massachusetts Executive Office of Public Safety and Security (EOPSS). Such funds shall be subject to the terms and conditions at **Appendix A**. The Contractor shall comply with all such terms and conditions at **Appendix A** and shall report on such compliance to EOHHS at a frequency and in a form and format specified by EOHHS.

APPENDIX A

Grant Conditions for Federal Funding Office of Children, Youth and Families Executive Office of Health and Human Services

I. Overview

The Executive Office of Public Safety and Security's (EOPSS) Office of Grants & Research (OGR) is responsible for administering the Edward J. Byrne Memorial Justice Assistance Grant (JAG) Program, a grant program originating from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA). The JAG Program is authorized by the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and is designed to provide seed money to support a broad range of activities to prevent and control crime based on local needs and conditions.

The JAG Program provides Massachusetts critical funding necessary to support a range of program areas including law enforcement; prosecution and court programs; prevention and education programs; corrections and community corrections; drug treatment and enforcement; crime victim and witness initiatives (other than compensation); and planning, evaluation, and technology improvement programs. For additional information on sample programs that fall under each purpose area, please visit the BJA website at www.bja.gov.

JAG funding has been provided to you by the The Executive Office of Health and Human Services, (EOHHS) Office of Children, Youth and Families (OCYF) through a grant with the EOPSS in order to sustain the Safe and Successful Youth Initiative. The following document outlines the terms and conditions that will govern your use of these funds and sets forth requirements for you to satisfy in order to show your understanding and compliance of these requirements.

Please note that Contractors under the Safe and Successful Youth Initiative are "subrecipients" of the JAG grant and are referred to as subrecipients throughout this document. As a subrecipient, you are required to comply with all applicable requirements set forth in this document. Failure to comply may result in EOHHS terminating your Safe and Successful Youth Initiative Contract in accordance with Section 4.X or other sanctions in accordance with Section 4.W of the Contract.

II. Instructions

- ☐ **Authorized Signatories for *all subrecipients*** – read Sections III, IV, and V of this document and sign the statement at the end of Section V.
- ☐ **Authorized Signatories for *law enforcement subrecipients*** – read and sign Section VI
- ☐ **Authorized Signatories for *research partners*** – read and sign Exhibit 1.
- ☐ **Authorized signatories for *all subrecipients*** – read and initial each page of Exhibit 2 and sign at the end of Exhibit 2.
- ☐ **Authorized Signatories for *all subrecipients*** – read and initial each page of Exhibit 3 and sign at the end of Exhibit 3

III. Basic Federal Grant Conditions

The basic federal grant conditions that follow apply to all federal grants, regardless of the federal department making the funds available.

- Audit Requirement of Federal Funds
 - Grant funds are subject to federal accounting and audit requirements **including the prohibitions on co-mingling funds**. Organizations that receive JAG funding along with other grant funds must treat the funds independently with separate cost and reporting centers. An audit trail is required for the federal portions of the project each year and is expected to be accessible upon the request of OGR. The sources of receipts, expenditures, and disbursements for each portion of funding are to be accounted for separately.
 - OMB Circular A-133 requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$500,000 in federal funds *from all sources* within a 12-month period must have an audit performed on the use of the funds. OCYF defines the 12-month period as July 1 to June 30. The following webpage provides the full text of this basic federal grant requirement:
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf
- Data Universal Number System (DUNS) and Central Contractor Registration (CCR)
 - All subrecipients of federal funds must have a nine-digit DUNS number in order. For more information: 1-866-705-5711 or <http://fedgov.dnb.com/webform>.

- All subrecipients of federal funds must maintain annual registration in the CCR database: www.ccr.gov.

- Transparency Act Reporting for Federal Funds

The Federal Funding Accountability and Transparency Act (FFATA) requires EOHHS to report on a federal website specific award and subrecipient identifying information for each award greater than \$25,000 OCYF makes with federal funds it received after October 1, 2010. Prior to receiving funds, each affected subrecipient must report certain information to OCYF so that EOHHS can fulfill its FFATA reporting requirements. Data reported by EOHHS may be viewed at www.USASpending.gov.

- Cost Principles for Federal Grants to *State and Local Governments*

2 CFR Part 225 (formerly known as OMB Circular A-87) requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples are included below.

- The cost of alcoholic beverages is unallowable.
 - Costs incurred by advisory councils are allowable.
 - Audit costs are allowable.
 - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - Entertainment costs are unallowable.
 - Equipment costs are allowable with the prior approval of OCYF. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with EOHHS, insurance on the equipment is allowable. Information required to be captured and recorded appears in **Exhibit 2**.
 - Travel costs are allowable if pre-approved by OCYF and if they are consistent with costs normally allowed in like circumstances for non-federally funded activities. The following webpage provides the full text of this basic federal grant requirement:
http://www.whitehouse.gov/omb/fedreg/2005/083105_a87.pdf.
 - If a subrecipient uses grant funds to pay its employees, the subrecipient must maintain timesheets for work performed with the grant funds. Timesheets must show the hours worked and must be signed by the employee paid with the grant funds.
- Cost Principles for Federal Grants to *Non-Profit Organizations and Institutions of Higher Education* requirements apply only to the non-profit and higher education subrecipients. The CFRs referenced below list and define general categories of costs that

are allowable and unallowable. The links below provide the full text of these two basic federal grant requirements.

- 2 CFR Part 220 pertains to Educational Institutions (formerly known as OMB Circular A-21): http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf.
- 2 CFR Part 230 pertains to Non-profit Organizations (formerly known as OMB Circular A-122): http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf.
- **Nondiscrimination Requirements**
 - If you receive federal funds, you must comply with, and you must require your subcontractors, if any, to comply with, all applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations).
 - Per Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, you must take reasonable steps to provide meaningful access for persons with limited English proficiency.
 - In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, you must forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and to OCYF.
 - In accordance with federal civil rights laws, you shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- **Human Subjects Protection** (for research subrecipients only, see **Exhibit 1**).

IV. Additional Federal Grant Conditions from the U.S. Department of Justice

In addition to the basic federal grant conditions, each federal department that is the source of the funds may impose additional conditions. Below are those additional conditions from the U.S. Department of Justice that are applicable to all subrecipients. The U.S. Department of Justice offers a Financial Guide that presents grant requirements as defined by this federal agency. All subrecipients of these funds must adhere to these

requirements. The webpage for the U.S. Department of Justice Financial Guide is as follows: <http://www.ojp.usdoj.gov/financialguide/index.htm>.

Pay particular attention to the sections on (1) matching or cost sharing, (2) allowable costs, (3) unallowable costs, (4) procurement under awards of federal assistance, (5) costs requiring prior approval, (6) equipment, and (7) retention and access requirements for records.

A table summarizing allowable costs and audit documentation is below. This is for your information only. Please refer to the Department of Justice Financial Guide for specifications:

Allowable Budget Cost Categories	Definitions and Required Documentation for Audit
<i>Personnel</i>	• Full or part-time salaried employees working on the grant. • Include a copy of personnel resume with grant Application Template.
<i>Overtime</i>	• Allowable for sworn law enforcement personnel working on the grant.
<i>Fringe Benefit</i>	• Based on federally negotiated rate agreement or established formula by sub-recipient's accountant, comptroller or human resource unit. • Eligible costs include the <u>employer share</u> of the following ▪ Life insurance ▪ Health insurance ▪ Social security costs ▪ Pension costs ▪ Unemployment insurance costs • Workers compensation insurance • Include copy of approved or audited rate with the proposal. • If applicant does not have a federally approved or audited rate, actual known costs must be itemized by type and include rate computation in this section of the budget narrative.
<i>Indirect</i>	• Federally negotiated and approved rate for costs that are not readily assignable to a particular project, but are necessary to the operation, maintenance of the organization and performance of the project. • Include copy of federally approved rate with the proposal. • If applicant does not have an approved indirect cost rate, please refer to the "Other" category definition section.
<i>Consultants</i>	• Consultant or contractor fees • The maximum rate for consultants is \$450 for an eight hour day or \$56.25 per hour (excluding travel and subsistence costs). Any request for compensation over \$450 per day requires prior written

	approval by EOPSS.
Contracts	Contracts. A competitive process based on the organization's procurement policy should be followed when procuring contracted services. A copy of contracts for services funded through this grant must be submitted to EOPSS.
Travel	- Travel directly related to the purpose of the grant - In-state travel costs associated with the grant shall include mileage rates not in excess of \$0.45 per mile, as well as the actual costs of tolls and parking. - No grant funds may be spent for out-of-state conference fees, out of state travel or out of state lodging without prior written approval from OGR.
Other Direct Costs	
Equipment (Communication, IT, etc)	Tangible, non-expendable personal property having a useful life of more than one year; cost based on classification of equipment.
Other	Costs listed in this category may include direct and/or support service costs relevant to the proposed project and/or organization that cannot be listed within the aforementioned cost categories. Costs in this category can include: <i>Direct</i> costs such as rent, phone, printing, utilities etc. <i>Support</i> costs such as executive director's time on project, administrative staff salaries etc. - If the applicant's accounting system permits, organizations that do not have a federally approved indirect cost rate may itemize such costs in this section. - General supplies required for project or office (pens, pencils, postage, training materials, copying paper, and other expendable items such as books, ink, etc.)

- If you receive grant funds from the U.S. Department of Justice, you may be required to comply with the regulatory requirement to develop, maintain on file, and submit for review to the Office for Civil Rights, Office of Justice Programs and to OGR an Equal Employment Opportunity Plan (EEOP). The url for DOJ's system for implementing this requirement is as follows: http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm

V. EOHHS Office of Children, Youth and Families Conditions

The Office of Children, Youth and Families (OCYF) in the Executive Office of Health and Human Services (EOHHS) has received these federal JAG grant funds from Executive Office of Public Safety and Security (EOPSS) to pay the Safe and Successful Youth Initiative Contractors (the subrecipients). All subrecipients must comply with the terms and conditions below that have been specified by EOPSS.

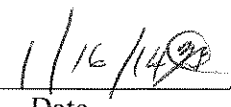
- **Federal funds not spent by the end of the contract** will be reverted back to OCYF. All goods must be received and all services rendered by the end date of the contract.
- **Programmatic and financial reports** must be received in accordance with the requirements of the Contract.
- **Allowable travel costs** will be paid at the lesser of \$.45 per mile or the subrecipient's normal reimbursement rate. This rate is subject to change. Tolls and parking for grant-related local travel may also be paid. Receipts are required.
- **Indirect cost rates** will not be covered based on a percentage rate without documentation of the rate having been approved by a federal agency. When a percentage rate has not been approved by a federal agency, a subrecipient may request of OCYF allowable direct costs that will be incurred and can be specifically allocated to the project being funded.
- **Procurement practices** of subrecipient agencies must be followed. The subrecipient should ensure that its procurement practices conform to any specific federal guidelines found in the references in the federal conditions section above. Where there is a difference between the practices of the subrecipient agency/organization and a federal guideline, the more restrictive procedure applies.
- **Timesheets** must be maintained by subrecipients for work performed by its employee(s) paid for with grant funds. Timesheets must show the hours worked and paid for with grant funds and must be signed by the employee(s).
- **Submission of "Federal OMB Circular A-133 Audit Form"** is required for subrecipients that receive more than \$500,000 in federal funds from all sources. The Executive Office of Public Safety and Security has developed a "self-identifying" form titled "Federal OMB Circular A-133 Audit Form" to be submitted to OCYF at the end of the fiscal year and after the completion of an A-133 federal funds audit. The form asks if the subrecipient was required to have an audit and, if so, to identify any findings related to the federal funds awarded by OCYF.
- **Site visits** to subrecipients will be made by OCYF periodically. All records, papers, and other documents of any kind related to the funded activity must be made promptly available upon request for inspection and copying to any person authorized by OCYF.
- **Grant-related documents** must be retained for a period of six years from the close of the contract.
- **Evaluations** of a subrecipient's funded program by an outside evaluator during or at the conclusion of the project period should be reported to OCYF in writing and a copy of the evaluation should be provided.
- **Reporting alleged fraud, waste or abuse** to the Office of the State Auditor or Inspector General and/or to an applicable federal agency is the responsibility of the subrecipient. This includes any alleged violations, serious irregularities, sensitive issues or overt or covert acts involving the use of public funds in a manner not consistent with federal statutes, related laws and regulations, appropriate guidelines, or purposes of the grant.
- **Use of funds should begin** within 60 days of the executed Contract amendment providing these funds to the subrecipient, and if they are not, the subrecipient must report to OCYF the steps taken to initiate the activities, the reasons for the delay, and the expected start of the use of the funds. If meaningful implementation steps have not begun

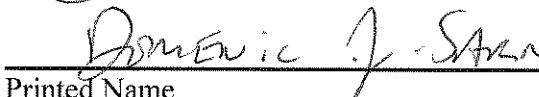
after 60 days, OCYF reserves the right to amend EOHHS' contract with the subrecipient to recoup these funds.

- **Subcontractors** must adhere to the provisions in this Appendix A and must be approved by OCYF prior to subrecipients executing subcontracts.
- **Instructional materials** or other books, manuals, or copyrightable material created or produced with federal funds must include the grant number on the material.
- **Audio visual or written materials** developed as part of the grant may be required to incorporate specific language or disclaimers (e.g., regarding the federal source of funding) and in some instances pre-approval from the federal funding agency as instructed by the OCYF program manager.

I have read and acknowledge the requirements in Sections III, IV, and V above.


Signature of Authorized Signatory


Date


Printed Name


Title

VI. Additional Conditions for Law Enforcement Agencies

As specified by EOPSS, law enforcement agencies are subject to mandatory reporting requirements of various information, including, but not limited to the reporting requirements listed below. EOHHS may terminate your Safe and Successful Youth Initiative contract or withhold execution of any future grants for law enforcement agencies that do not comply with reporting requirements.

- **Crime Data Reporting.** Law enforcement organizations must submit timely and satisfactory monthly Uniform Crime Reporting (UCR) or National Incident Based Reporting System (NIBRS) reports to the Commonwealth's Crime Reporting Unit at the Commonwealth Fusion Center. If your organization has hardware and software that support the creation of NIBRS data, crime data must be submitted to the Crime Reporting Unit in that format.
- **Motor Vehicle Accident Reporting.** Police departments are required to report to the Registry of Motor Vehicles, within 15 days, accidents in which death, injury, or property damage in excess of \$1,000 occurs (M.G.L. c. 90, § 29). The crash reports can be delivered to the Registry of Motor Vehicles (RMV) main office through post office mail or through electronic submission. You may contact the RMV headquarters for any additional information.
- **Juvenile Lockup Data.** Law enforcement agencies that maintain a juvenile lockup must submit monthly juvenile lockup data to the Department of Criminal Justice Information Services via CJIS/LEAPS. Contact OGR's Juvenile Justice Program Coordinator for additional information.
- **Fingerprint Cards.** Law enforcement agencies must regularly submit fingerprint cards for all felony arrests to the Identification Section at the Massachusetts State Police Crime Lab as required by state law (M.G.L. c. 263, § 1A; G.L. c. 94C, § 45).

William J. Fitchet JAN. 16, 2014
Signature of Authorized Signatory for Law Enforcement Agency Date

WILLIAM J. FITCHET COMMISSIONER
Printed Name Title

Exhibit 1

For Research Grants Only: Human Subjects Protection

Research subrecipients must check one of the statements below.

- ☐ a. The research activities covered under this Contract/ISA *do not* involve human subjects.
- ☐ b. The research activities covered under this Contract/ISA *do* involve human subjects.

If the research activities involve human subjects (option b), then the subrecipient agrees to certify compliance with 28 C.F.R. Part 46 regulations by completing, "Protection of Human Subjects, IRB Certification, Declaration of Exemption (Common Rule)." This form is available at the National Institute of Justice webpage at <http://www.ojp.usdoj.gov/nij/funding/humansubjects/human-subjects.htm>

The regulation for The Protection of Human Subjects 28 C.F.R Part 46 section 46.101(b)(1-6) defines categories of research involving human subjects that are exempt from its provisions. Details on exemptions can be found at the same National Institute of Justice webpage listed above.

Sign and submit this form, with an original signature, to the Executive Office of Public Safety and Security's Office of Grants and Research and retain a copy for your records.

NA _____
 Signature of Authorized Signatory for Research Subrecipient Date

 Printed Name Title

Exhibit 2

Federal Guidelines on Equipment

The following are the guidelines on equipment found in the Federal Uniform Administrative Requirements for Grants document. As the name implies, these guidelines apply to all federal grant programs. While previously referred to as Federal OMB Circular A-102, it is now codified by each of the OGR federal granting agencies within various sections of the Code of Federal Regulations. The sections on equipment are as follows:

- (a) *Title.* Subject to the obligations and conditions set forth in this section, title to equipment acquired under a grant or subgrant will vest upon acquisition in the grantee or subgrantee respectively.
- (b) *States.* A State will use, manage, and dispose of equipment acquired under a grant by the State in accordance with State laws and procedures. Other grantee and subgrantees will follow paragraphs (c) through (e) of this section.
- (c) *Use.*
 - (1) Equipment shall be used by the grantee or subgrantees in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.
 - (2) The grantee or subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate.
 - (3) Notwithstanding the encouragement in §18.25(a) to earn program income, the grantee or subgrantee must not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute.
 - (4) When acquiring replacement equipment, the grantee or subgrantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.

Initials: 

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property,

the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the grantee or subgrantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

(1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

(2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

(3) In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take excess and disposition actions.

Initials: 

(f) *Federal equipment.* In the event a grantee or subgrantee is provided federally-owned equipment:

- (1) Title will remain vested in the Federal Government.
- (2) Grantee or subgrantees will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.
- (3) When the equipment is no longer needed, the subrecipient or sub-subrecipient will request disposition instructions from the Federal agency.

(g) *Right to transfer title.* The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

- (1) The property shall be identified in the grant or otherwise made known to the grantee in writing.
- (2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow §18.32(e).
- (3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

NA
Signature of Authorized Signatory for Research Subrecipient

Date

Printed Name

Title

Exhibit 3

- ☒ Federal or other grant-specific special conditions inserted below. Please initial each page and sign on the signature line that appears at the end of Exhibit 3 below.
- ☐ N/A.

BJAG Special Conditions for 2010-DJ-BX-0422 Funding

Per the Department of Justice, a subrecipient of 2010-DJ-BX-0422 funding must agree to comply with all applicable Special Conditions listed below in addition to any other General Conditions as directed by the awarding agency.

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactory and promptly addressed as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP. this grant program.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any sub-recipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –

Initials: 

mail:

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

e-mail: oig.hotline@usdoj.gov

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

or hotline fax: (202) 616-9881

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

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.
8. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the <http://www.niem.gov/implementationguide.php>.
9. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
10. The grantee agrees to comply with applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organization" (the "Equal Treatment Regulation").

Initials: 

The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

11. The recipient acknowledges that all programs funded through sub-awards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
12. The recipient agrees that any information technology system, funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g©-(d). Recipient may not satisfy such a fine with federal funds.
13. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
14. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
15. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

Initials 

16. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a sub-grantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a sub-grantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- (a) New construction;
- (b) Minor renovation or remodeling of a property located in an environmentally or historical sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- (c) A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- (d) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- (e) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its sub-grantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

17. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.)

Initials: 

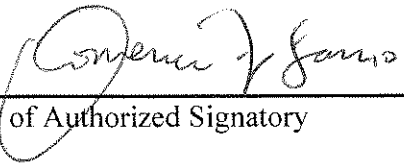
The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).

18. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
19. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
20. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
21. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online ((internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's website and the Center for Task Force Integrity and Leadership (www.ctfli.org).

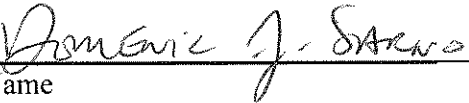
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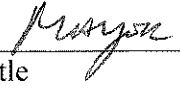
22. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA's or its designees, upon BJA's request.

23. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sup recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.


Signature of Authorized Signatory


Date


Printed Name


Title



City of Springfield

ADOPTED

Meeting: 03/24/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2562

4.8

State Aid for Libraries - No Match Required - \$204,233.00 (Mayor Sarno)

WHEREAS, the Department of Springfield City Libraries has been awarded FY14 State Aid to Public Libraries program in the amount of 'not to exceed' \$204,233.00 from the Commonwealth of Massachusetts Board of Library Commissioners; and

WHEREAS, the State Aid to the Public Libraries is an integral part of the Board of Library Commissioners responsibility to support, develop, coordinate, improve and promote library services throughout the Commonwealth. The Board also strives to provide every resident of the Commonwealth with full and equal access to the library information resources regardless of geographic locations, social or economic status, age, level of physical or intellectual ability or cultural background; and

WHEREAS, the Department intends to use the grant funds to provide funding for, Printing and Binding, Library Materials, Library programs, Professional Development, and Salary and Wages; and

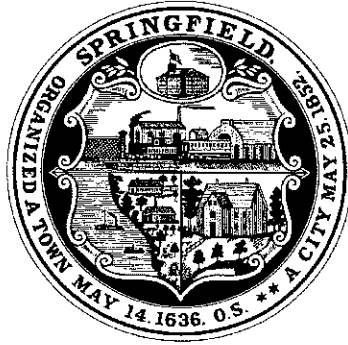
WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

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:

STATE AID TO PUBLIC LIBRARIES - \$204,233.00

RESULT: PASSED BY VOICE VOTE



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 2/27/2014

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: 83813

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 - LSTA Mass Board of Library Commissioners

State DOE– School

State Other – School

X State – Mass Board of Library Commissioners

Private/Other

Grant Name: MBLC FY’14 State Aid

Total Grant Amount Awarded: \$204,233.00

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 2/13/2014

Board Approval Date

Start Date 2/13/14

Expiration Date none

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: 283386105

Object Codes: 501000; 503000; 506000; 521015; 521020; 521230; 524030; 527010;
527030; 529100; 530105; 531010; 531020; 531200; 531740; 534100; 534200; 542300;
551300; 551400; 551700; 569200; 571100; 580500; 580600; 572100
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.

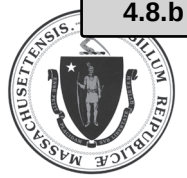
Mally Fogarty
Signature

2-27-14
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.



State Aid to Public Libraries

A Guide for Municipal Officials

“State Aid is the fundamental basis upon which all other cooperative library activities are based. If the requirement were allowed to disappear through some appalling lack of foresight, one of the most effective cooperative library systems in the country would begin to see steady erosion.”

Phil McNulty, Director, Newton Free Library

Contents

- Background
- Key Program Benefits
- Key Program Requirements
- Waivers, Accommodations, and Flexibilities
- Statute, Regulations, and Policies
- State Aid Awards
- Annual Calendar
- FY2012 Numbers
- How Are Libraries Funded?
- Additional Information



Photo courtesy of Waltham Public Library

Background

The Massachusetts Board of Library Commissioners administers the State Aid to Public Libraries program. State aid has been awarded to municipalities and their public libraries since 1890 when The Acts of 1890, chapter 347, 'An Act to Promote the Establishment and Efficiency of Free Public Libraries', established the Free Public Library Commission of Massachusetts. This guide highlights key elements of State Aid to Public Libraries. For complete information, please visit the MBLC web site: www.mass.gov/mblc/grants/state_aid/index.php

Facts

- The program is voluntary.
- About 98% of the public libraries in MA participate in the program.
- Municipalities and their public libraries apply to the program annually.
- The program is municipally focused. The requirements apply to local municipal funding of the library, as well as library services.
- When a municipality and its public library apply to the program and meet statutory (MGL, c.78, ss.19A & 19B) and regulatory (605 CMR 4.00) requirements, the Board of Library Commissioners certifies the municipality and its library to participate in the program, and State Aid to Public Libraries funding is awarded.

Key Program Benefits

- **Local Aid** – participation in the program allows the municipality and its library to receive local aid to be used by the library (without appropriation) to promote library services.
- **Reciprocal Services** – participation guarantees that residents of a certified municipality be able to borrow materials from any other certified library in Massachusetts, either in person, or through interlibrary loan to the library in their municipality.
- **Services of the Massachusetts Board of Library Commissioners** – participation in the State Aid to Public Libraries program also allows libraries to take advantage of federal, state, and private grant opportunities otherwise unavailable to them, including state construction grants. Participation in the program also allows access to research databases provided at the state level.

Key Program Requirements

- **Hours Open Requirement** - the library's weekly hours of service required based on the municipality's population (605 CMR 4.00).
- **Materials Expenditure Requirement** - the library's materials expenditures required based on the municipality's population (605 CMR 4.00).
- **Municipal Appropriation Requirement (MAR)** - the municipality's required appropriation to the library based on municipal funding history [the average of the prior three years' municipal appropriations plus 2.5%]. (MGL c.78, s.19A)

Waivers, Accommodations and Flexibilities

- **Waivers of the Municipal Appropriation Requirement (MAR)** – this statute allows the Board of Library Commissioners to grant up to ten waivers. Annual budget language reiterates or amends the number. The Board of Library Commissioners may be permitted to grant as many waivers as needed to eligible municipalities and their libraries. Waiver applications must accompany the annual state aid application.
- **Materials Expenditure and Hours Open Accommodation** – this accommodation policy allows libraries to meet one or both of the minimum library service requirements at a reduced, 90% or 80% level, and still be certified to participate in the state aid program, with a reduced state aid award.
- **Flexibility of Materials Expenditure Requirement** – regulations allow a library that is meeting the hours requirement of the next larger population group to expend the lesser amount for materials required for that next population group.

Statute, Regulations, and Policies

The Massachusetts Board of Library Commissioners reviews and approves policies and regulations for the State Aid to Public Libraries program. These policies and regulations further define the statutory requirements for State Aid to Public Libraries as established by the state legislature.

State Aid Awards

There are three components to the State Aid award that municipalities receive for their libraries. Each component is calculated with a different formula for the distribution of funds from the state's annual appropriation for State Aid to Public Libraries.

- **Library Incentive Grant (LIG)** – per capita grant based on municipal population.
- **Municipal Equalization Grant (MEG)** – grant to municipalities based on revenue raising capacity, calculated using the state lottery formula.
- **Nonresident Circulation Offset (NRC)** – grant based on the number of circulation transactions to nonresidents of the library's municipality.

Annual Calendar

2012	June	Workshops held to help librarians complete the statistics survey
	July	Statistics survey available online to all public libraries
	August	Statistics survey closes; state aid packets sent to all public libraries
	September	Workshops held to help librarians complete the state aid forms
	October	State aid forms due
2013	November	Board of Library Commissioners meets and certifies the first group of municipalities meeting all state aid requirements
	December	Board meets and certifies the next group of municipalities meeting all state aid requirements
	January	Board meets and reviews petitions and hears presentations of applicants for a waiver of the MAR
	February	Board meets and acts on applications for a waiver of the MAR
	March	Board meets and hears any appeals of denial of a MAR waiver
	April	Board meets and acts on any appeals of denial of a MAR waiver

FY2012 Numbers

- Of the **351** municipalities in Massachusetts, **349** have public libraries or share public libraries.
- Of the **349** municipalities with libraries, **342** applied for FY2012 State Aid to Public Libraries.
- **219** met the FY2011 State Aid to Public Libraries requirements.
- **122** applied for and **121** received waivers of the FY 2012 MAR.
- **341** were certified to receive State Aid to Public Libraries.

How Are Libraries Funded?

- **88%** of library funding comes from local municipalities.
- **2.6%** comes from State Aid to Public Libraries.
- **11.5%** comes from other sources, such as endowment income, friends groups, etc.
- Municipal funding to libraries is locally decided.
- **1.24%** of total municipal operating expenditures are spent on public libraries in Massachusetts, based on the most recent Department of Revenue figures.

Massachusetts Board of Library Commissioners

98 N. Washington Street, Suite 401
Boston, MA 02114
P: 800-952-7403 (in state only)
617-725-1860

mass.gov/libraries

(consumer portal)

mass.gov/mblc

(agency site)

facebook.com/mblcma

(facebook)



Additional Information

Statute: Massachusetts General Laws, Chapter 78, Sections 19A and 19B

mass.gov/legis/laws/mgl/78-19a.htm

mass.gov/legis/laws/mgl/78-19b.htm

Regulations: Code of Massachusetts Regulations, 605 CMR 4.00

mass.gov/mblc/laws/code/605cmr4.php

Policies: Massachusetts Board of Library Commissioners Administrative Policies

mass.gov/mblc/grants/state_aid/policies/index.php

State Aid Program Details: mass.gov/mblc/grants/state_aid/index.php

State Aid Blog: mass.gov/mblc/grants/state_aid/blog/



Every day 94,000 Massachusetts residents visit their public library.
Photo courtesy of Brockton Public Library

“The reciprocity among libraries has been an economic godsend, with the ever-increasing resource sharing facilitated by technology. Over the years patrons have come to depend on it.”

– Carolyn Longworth, Director,
The Millicent Library

For additional copies please contact Uechi Ng at:
uechi.ng@state.ma.us or 617-725-1860.



City of Springfield

ADOPTED

Meeting: 03/24/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2466

5.9

Chestnut Accelerated Repairs Bond Authorization - \$4,469,273 (Mayor Sarno)

A BOND ORDER TO PAY FOR THE COSTS OF ROOFS, WINDOWS AND BOILER REPLACEMENT PROJECT AT CHESTNUT ACCELERATED MIDDLE SCHOOL AS REQUIRED BY THE MASSACHUSETTS SCHOOL BUILDING AUTHORITY

BE IT ORDERED: That the City appropriates Four Million Four Hundred Sixty Nine Thousand Two Hundred Seventy-Three Dollars (\$4,469,273) for the purpose of paying costs of roof repairs at the Chestnut Middle School, located at 355 Plainfield Street, 01107, in Springfield, including the payment of all costs incidental or related thereto (the "Project"), which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program, and for which the City has applied for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of the School Committee. To meet this appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under M.G.L. Chapter 44, or pursuant to any other enabling authority. The City acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and if the MSBA's Board of Directors votes to invite the City to collaborate with the MSBA on this proposed repair project, any project costs the City incurs in excess of any grant that may be approved by and received from the MSBA shall be the sole responsibility of the City; and that, if invited to collaborate with the MSBA on the proposed repair project, the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the City and the MSBA.

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

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

RESULT:	ADOPTED [12 TO 0]
MOVER:	Timothy J. Rooke, At-Large Councilor
SECONDER:	Clodo Concepcion, Ward 5 Councilor
AYES:	Concepcion, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	Zaida Luna

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: TJ Plante, Chief Administrative & Financial Officer
Date: 3/24/2014
Re: Order for Council Meeting – 3/24/2014
Cc: Mayor Sarno

Purpose: The purpose of this memo is to request the City Council to authorize and appropriate the sum of \$4,469,273.00 for the Chestnut Accelerated Middle School that was invited into the MSBA Accelerated repairs program.

Background: Along with the four schools previously accepted into the Accelerated Repairs Program, Chestnut Accelerated Middle school was also invited into the program. MSBA's Accelerated Repairs Program will repair or replace the Chestnut Middle school roof, which was damaged in a hail storm. The main goals of the Accelerated Repair Program are to improve learning environments for children and teachers, reduce energy use and generate cost savings for districts.

The City is required to authorize bonds for the total amount of this project before and reimbursements from MSBA can be requested. The City can expect up to 80% reimbursement from MSBA. The total bond authorization being sought is \$4,469,273 to cover all cost associated with the Accelerated repairs program.

Chestnut Accelerated Roof Repair Project		
MSBA Share	City Share	Total Cost
\$ 3,575,418	\$ 893,855	\$ 4,469,273

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

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

Total Project Budget

Springfield
Chestnut Accelerated Middle School

3/19/2014

[illegible]

Total Project Budget

Springfield
Chestnut Accelerated Middle School

3/19/2014

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilites Grant ¹						
Division 9 - Finishes	\$4,700	\$293			DrainsRoof drain flashing	\$16,320	136	120.00	\$19,004	139.73
Division 10 - Specialties					Temporary HVAC Disconnect	\$9,850	62	158.87	\$11,470	185.00
Division 11 - Equipment					Temporary Electrtrical Disconnect	\$36,600	62	590.32	\$42,619	687.40
Division 12 - Furnishings					Paint access doors and panels	\$6,350	35	181.43	\$7,394	211.26
Division 13 - Special Construction					Saftey Railing	1800	20	90.00	\$2,096	104.80
Division 14 - Conveying Systems										
Division 21 - Fire Suppression					Total Associated Costs	\$548,002	130,848	4.19	\$638,121	4.88
Division 22 - Plumbing										
Division 23 - HVAC	\$9,850	\$614			Construction Budget Costs	\$3,195,137	130,848	24.42	\$3,720,576	28.43
Division 25 - Integrated Automation	\$36,600	\$2,280								
Division 26 - Electrical					Total Roof Area (sf)	130,848				
Division 27 - Communications					Pool Roof Area (sf)	\$8,156				
Division 28 - Electronic Safety and Security					Percentage of Pool Area	6.23%				
Division 31 - Earthwork										
Division 32 - Exterior Improvements					Total Construction Costs	\$3,720,576				
Division 33 - Utilities					Percentage of Pool Costs	\$231,792				
Construction Budget	\$3,720,576	\$231,792	\$3,488,784	\$2,791,027	6.23% of all Project Budget costs are ineligible for reimbursement to reflect the cost of the roof replacement over the pool.					
Alternates										
				\$0						
				\$0						
				\$0						
Alternates Subtotal ³	\$0	\$0	\$0	\$0						
Miscellaneous Project Costs										
Utility company Fees				\$0						
Testing Services	\$10,000	\$623	\$9,377							
Swing Space/Modulars			\$0							
Other Project Costs (Mailing & Moving)			\$0							
Misc. Project Costs Subtotal	\$10,000	\$623	\$9,377	\$7,502						
Furnishings and Equipment										
Furnishings			\$0							
Equipment			\$0							
Computer Equipment			\$0							
FF&E Subtotal	\$0	\$0	\$0	\$0						
Soft Costs that exceed 20% of Const'n Cost				\$0						
Project Budget	\$4,090,026	\$254,809	\$3,835,217	\$3,068,174						

Board Authorization	
Project Budget	\$4,090,026
Scope Items Excluded or Otherwise Ineligible	-\$254,809
Third Party Funding (Ineligible)	\$0
Basis of Estimated Total Facilities Grant ¹	\$3,835,217
Reimbursement Rate	80.00%
Estimated Maximum Total Facilities Grant ¹	\$3,068,174

Total Construction Contingency ²	\$372,058
Total Owner's Contingency ²	\$7,189
Potentially Eligible Construction Contingency ²	\$186,029
Potentially Eligible Owner's Contingency ²	\$7,389
Total Potentially Eligible Contingency ²	\$193,418
Reimbursement Rate	80.00%
Potential Additional Contingency Grant Funds ²	\$154,734
Maximum Total Facilities Grant	\$3,222,908
Total Project Budget	\$4,469,273

Contingency Cap Calculations	
Construction Budget	\$3,720,576
Eligible Constr Cont Cap @ 5%	\$186,029
Soft Cost Total	\$369,450
Eligible Soft Cost Cap @ 2%	\$7,389

Springfield
Chestnut Accelerated Middle School

3/19/2014

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilites Grant ¹
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This document was prepared by the MSBA based on a preliminary review of information and estimates provided by the City of Springfield for the Chestnut Accelerated Middle School project. Based on this preliminary review, certain budget, cost and scope items have been determined to be ineligible for reimbursement, however, this document does not contain a final, exhaustive list of all budget, cost and scope items which may be ineligible for reimbursement by the MSBA. Nor is it intended to be a final determination of which budget, cost and scope items may be eligible for reimbursement by the MSBA. All project budget, cost and scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion whether any such budget, cost and scope items are eligible for reimbursement. The MSBA may determine that certain additional budget, cost and scope items are ineligible for reimbursement.

1. The estimated maximum facilities grant established for the Project Funding Agreement does not include any potentially eligible contingency funds and is subject to review and audit by the MSBA. At the time of PFA Bid Amendment, the Estimated Maximum Facilities Grant and the Maximum Total Facilities Grant will be adjusted to account for any budget revision requests submitted and approved by the MSBA at the time of establishing the Amendment.
2. Pursuant to Section 3.20 of the Project Funding Agreement and the applicable policies and guidelines of the Authority, any project costs associated with the reallocation or transfer of funds from either the Owner's contingency or the Construction contingency to other budget line items shall be subject to review by the Authority to determine whether any such costs are eligible for reimbursement by the Authority. All costs are subject to review and audit by the MSBA.
3. Alternates have not been included in the Construction Budget and therefore the Alternates Subtotal is not included in the Construction Budget and is not included in the Estimated Basis of Total Facilities Grant. The District will only consider the deduct alternates if the construction bids come in higher than the estimated Construction Budget shown in the Total Project Budget. These alternates will only be considered eligible expenses if they can be accommodated within the Total Project Budget and within the Estimated Total Maximum Facilities Grant. The District will only consider the add alternates if the construction bids come in lower than the estimated Construction Budget shown in the Total Project Budget. These alternates will only be considered eligible expenses if they can be accommodated within the Construction Budget and within the Estimated Total Maximum Facilities Grant.



City of Springfield

36 Court Street
Springfield, MA 01103

TABLED

RESOLUTION (ID # 2567)

Meeting: 03/24/14 07:00 PM

Department: City Council

Category: General

Prepared By: Kelley Mickiewicz

Initiator: Justin Hurst

Sponsors: At Large Councilor Justin Hurst

DOC ID: 2567 C

City Council Facebook Page

WHEREAS, Facebook is fast becoming a way in which many people get their news and stay connected and current on events and happenings locally and globally, and

WHEREAS, keeping up with the changing times of 2014, the Springfield City Council has many reasons to have their own official Facebook page, and

WHEREAS, the Springfield City Council being the duly elected legislative branch should be open and transparent and create yet another venue to share information and also allow for public feedback, and

WHEREAS, the creation of an official Springfield City Council Facebook page would open up communication between the City Council and the public regarding meetings, pending legislation, roll call votes and even videos of previous meetings, and

WHEREAS, a City Council Facebook page would also allow for information outside of City Council business to be shared such as public safety announcements, school and business closings, City sponsored events, information from the County and State and positive profiles of Springfield citizens, etc.

NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council supports the creation of a Springfield City Council Official Facebook page.


City of Springfield

36 Court Street
Springfield, MA 01103

Meeting: 03/24/14 07:00 PM

Department: Law

Category: General

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

TABLED

Sponsors: At-Large Councilor Williams, President - Ward 2 Councilor Fenton

ORDINANCE (ID # 2558)

DOC ID: 2558 A

Chapter 270 Pawnbrokers and Junk Dealers

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 3 of Chapter 270, Records of purchases, of the Code of the City of Springfield, is hereby amended to include:

- G. The purchase, sale or barter of junk, old metal or secondhand articles weighing more than one ton for a single transaction shall be exempt from the provisions of Subsection E and D.

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 include:

- C. The purchase, sale or barter of junk, old metal or secondhand articles weighing more than one ton for a single transaction shall be exempt from the provisions of Subsection A.

HISTORY:

03/03/14 City Council

TABLED

Next: 03/24/14



City of Springfield

ADOPTED

Meeting: 03/24/14 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2564

5.12

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of East Side Trail Circle., Lot 108 (11615-0021) to the Springfield Conservation Commission (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to a vacant parcel of land in Springfield, Massachusetts through tax title foreclosure proceedings in Land Court known as East Side Trail Circle, Lot 108 (Parcel-ID # 11615-0021); and

WHEREAS, said parcel is classified as saleable land and is under the custody and control of the Tax Title Custodian;

WHEREAS, the Tax Title Custodian determined that said parcel is not needed for general municipal purposes and is suitable for conservation purposes since it is adjacent to or abuts conservation land; and

WHEREAS, the Conservation Commission of the City of Springfield is interested in acquiring title to said parcel for permanent conservation and public passive recreation purposes; and voted at a meeting held on May 29, 2012 to accept a quitclaim deed from the City of Springfield transferring title.

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 quitclaim deed for the transfer of title to East Side Trail Circle, Lot 108 (Parcel-ID # 11615-0021) to the Conservation Commission of the City of Springfield for consideration of One Dollar (\$1.00) in substantially the same form as the draft deed attached hereto.

RESULT:	ADOPTED [12 TO 0]
MOVER:	Kateri B. Walsh, Vice President - At-Large Councilor
SECONDER:	Timothy C. Allen, Ward 7 Councilor
AYES:	Concepcion, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	Zaida Luna

MASSACHUSETTS QUITCLAIM DEED BY CORPORATION (short form)

KNOW ALL PERSONS BY THESE PRESENTS that **CITY OF SPRINGFIELD** ("Grantor"), a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 36 Court Street, Springfield, Hampden County, Massachusetts, for consideration paid and in full consideration of **ONE AND 00/100 DOLLARS (\$1.00)**, grants to the **CONSERVATION COMMISSION OF THE CITY OF SPRINGFIELD** ("Grantee"), having its usual place of business at 70 Tapley Street, Springfield, Massachusetts 01104, for administration, control, and maintenance under the provisions of General Laws Chapter 40, Section 8C, as amended, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

Land known as **East Side Trail Circle, Lot 108 (Parcel-ID # 11615-0021)**, and being a portion of the premises described in a deed recorded November 6, 1984, in Hampden County Registry of Deeds, Book 5712, Page 80, and supposed to contain about 10,609 square feet; and being the same parcel described in an Instrument of Taking dated April 14, 1987, and recorded in Hampden County Registry of Deeds, Book 6455, Page 492; and also being the same parcel foreclosed by Judgment of the Land Court entered March 22, 2012, in Tax Lien Case No. 01 TL 125880, and recorded in Hampden County Registry of Deeds, Book 19198, Page 407.

Subject to the terms of a Self-Help Program Project Agreement between the Commonwealth of Massachusetts and the City of Springfield dated October 4, 2001 and recorded with the Hampden County Registry of Deeds in Book 12401, Page 403.

This deed is made subject to the following condition, restriction, or covenant which is to be taken and construed as running with the land and is to be binding upon said Grantee, its successors, assigns, grantees, and lessees unless released by the Grantor:

(1) The land shall be used solely for permanent conservation and public passive recreational purposes.

This deed shall also be subject to all easements and restrictions of record, if any, lawfully existing in, upon or over said Property or appurtenant thereto.

IN WITNESS WHEREOF, the said **CITY 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 Domenic J. Sarno, its Mayor, hereto duly authorized, this _____ day of _____, 2014, executing this instrument by authority granted by Chapter 40, Section 3 of the Massachusetts General Laws and by Order passed by its City Council on _____, 2014, and attached hereto as Exhibit A.

CITY OF SPRINGFIELD

By _____
Domenic J. Sarno, Mayor

Attachment: Deed-ES Trail Cir. (Par.21) (2564 : Sale ES Trail Cir. (Par.21))

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this _____ day of _____ 2014, before me, the undersigned Notary Public, personally appeared the above-named Domenic J. Sarno, Mayor, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed, and as the free act and deed of the City of Springfield.

Melvyn W. Altman
Notary Public
My Commission Expires: 12/16/2016

Attachment: Deed-ES Trail Cir. (Par.21) (2564 : Sale ES Trail Cir. (Par.21))