CITY OF SPRINGFIELD

City Clerk's Office 7/16/2014 12:00:00 PM

Regular Meeting Agenda~

I hereby notify you that at twelve o'clock noon today the following items of business had been filed with this office and can be acted upon at the meeting in City Council Chambers, Room 200 at City Hall, 36 Court Street **Monday** evening **July 21, 2014** at 07:00 PM according to Section 12, Rules and Orders of the City Council.

City Clerk

Call to Order

7:00 PM Meeting called to order on July 21, 2014 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Communications

(1.) May Revenue Vs Expenditure Report (Mayor Sarno)

ATTACHMENTS:

- May Revenue Vs. Expenditure Report (PDF)

Report of Committees

Grants

(2.) Energy Efficiency Improvements (ESCO), $10,000,000.00 (Mayor Sarno)

ATTACHMENTS:

- CAFO Certification Bond Authorization - ESCO Phase 2 (DOCX)

(3.) EEA Grant - North Riverfront Park - $1.1M - Match Req'd (Mayor Sarno)

ATTACHMENTS:

- CAFO Certification North Riverfront Park Grant Phase 2 (DOCX)
- northriverfrontparkgrant (PDF)
- Fit Course desc (PDF)

(4.) Balliet Splash Pad Grant - $200,000 - Match Req'd (Mayor Sarno)

APPROPRIATION ORDER AND
RESOLUTION TO FILE, AND ACCEPT AND EXPEND GRANTS WITH AND FROM THE COMMONWEALTH OF MASS.,
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS FOR THE "OUR COMMON BACKYARDS PROGRAM" FOR IMPROVEMENTS TO BALLIET PARK

ATTACHMENTS:

- OCB.BallietParkSplashPad.AwardLetter (PDF)
- CAFO Certification Balliet Splash Pad (PDF)

(5.) MassAHEC - No Match Required $114,000 (Mayor Sarno)

ATTACHMENTS:

- MassAHEC Award Letter (PDF)
- MassAHEC Grant Set-up form (PDF)

(6.) MOCI - FY15 - $87,000 - No Match (Mayor Sarno)
ATTACHMENTS:

- FY15 Consumer Information Letter (PDF)

(7.) Green Communities Competitive Grant - No Match Required $100,000 (Mayor Sarno)
ATTACHMENTS:

- springfield_CPT3_award_letter (2) (PDF)

(8.) Stop Access (5034) - No Match Required $80,000 (Mayor Sarno)
ATTACHMENTS:

- STOP Access 5034 - Award Letter (PDF)
- STOP Access 5034 - Grant Set-up (PDF)

(9.) Stop Access (5035) - No Match Required $80,000.00 (Mayor Sarno)
ATTACHMENTS:

- STOP Access 5035 - Award Letter (PDF)
- STOP Access 5035 - Grant Set-up (PDF)

(10.) FY15 Tobacco Grant Acceptance - No Match- $63,432.00 (Mayor Sarno)
ATTACHMENTS:

- Tobacco Control Award Letter (PDF)
- Tobacco Control Grant Set-up (PDF)

(11.) FY14 AHEC Model Grant - No Match Required $2,000 (Mayor Sarno)
ATTACHMENTS:

- FY14 AHEC Award Letter (PDF)
- FY14 AHEC Grant set-up (PDF)

General Business

(12.) State Primary Warrant (Mayor Sarno)

(13.) Polling Place Primary 2014 (Mayor Sarno)

(14.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of SS William St. (12300-0063) to Gioia, LLC (Mayor Sarno)
ATTACHMENTS:

- Deed SS William St. (Par.63) (DOC)

(15.) Order Authorizing Sale of 59 Howard St. and 29 Howard St. to Blue Tarp ReDevelopment, LLC for $3,200,000.00 (Mayor Sarno)
Blue Tarp reDevelopment, LLC, to pay City $1.6 million dollars for 59 Howard Street, and $1.6 million dollars for 29 Howard Street, for a total of $3.2 million dollars. Closing to occur by 7/31/14.

ATTACHMENTS:

- 111010 (DOC)
- 111012 (DOC)
- 201407161121 (PDF)

(16.) Order Authorizing the Purchase of 15 Catharine Street for Educational Purposes (Mayor Sarno)
Purchase price is $2,864,200.00

(17.) (ID # 2650) - Ordinance Ethics Amendment - 2Nd Step

(18.) (ID # 2711) - Ordinance - Rental Registration

Suspension of Rules

(19.) To Change the Zoning of the Property Known as 8 Enfield Street (04700-0003) from Residence B to Business A. Report - 8 Enfield Street Recommend

PETITIONER: Doucet Associates, Inc.

ADDRESS: 8 Enfield Street

CHANGE REQUESTED: Res B to Bus A

ATTACHMENTS:

- Enfield_St_8_Formal_Petition (PDF)
- 3164_8_Enfield_St_2014 (PDF)
- 3164_8_Enfield_St_IO_2014 (PDF)

(20.) To Change the Zoning Change from Industrial a to Residence B at the Properties Generally Bounded by Albert Avenue I.O., Michon Street I.O., Farnham Avenue I.O. and Cardinal Street I.O. Report - Indian Orchard Area Zone Change Not Recommend

PETITIONER: Springfield City Council

ADDRESS: See Above

CHANGE REQUESTED: Ind A to Res B

ATTACHMENTS:

- IO_Zone_Change_Formal_Petition (PDF)
- 3165_IO_Zone_Change_2014 (PDF)
- 3165_IO_Zone_Change_2014 (PDF)

City of Springfield

SCHEDULED

Meeting: 07/21/14 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2710

May Revenue Vs Expenditure Report (Mayor Sarno)

CITY OF SPRINGFIELD, MASSACHUSETTS

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

For the period ended
05/31/14

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	$ 166,645,492	$ 165,116,249	$ (1,529,243)	99%
Real Estate & Personal Property Taxes - Tax Liens	-	2,611,914	2,611,914	0%
Motor Vehicle Excise	8,800,000	9,120,548	320,548	104%
Penalties, interest and other taxes	5,054,500	3,139,553	(1,914,947)	62%
Charges for Services	13,549,000	11,058,354	(2,490,647)	82%
Intergovernmental	338,720,957	310,254,049	(28,466,908)	92%
MSBA Payments	15,987,228	11,196,414	(4,790,814)	70%
Licenses and Permits	4,635,740	4,726,505	90,765	102%
Fines and Forfeits	339,250	370,490	31,240	109%
Interest earned on Investments	1,185,179	1,329,629	144,450	112%
Miscellaneous	5,368,818	4,533,274	(835,544)	84%
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	4,531,859	236,839	106%
Total Revenues and Other Sources	599,305,850	562,713,504	(36,592,346)	94%
Expenditures and Other Uses:				
General government	20,325,838	17,186,123	3,139,715	85%
Public safety				
Police	38,276,603	33,051,961	5,224,642	86%
Fire	19,486,362	17,105,841	2,380,522	88%
Centralized Dispatch	1,738,594	1,342,257	396,337	77%
Other	3,376,166	2,968,508	407,658	88%
Health and Welfare	5,157,721	4,338,780	818,942	84%
Public works	10,604,988	10,085,010	519,979	95%
Education	385,243,389	331,075,948	54,167,442	86%
Culture and recreation	11,684,702	10,627,977	1,056,725	91%
Pension and fringe	52,211,269	49,651,441	2,559,828	95%
State and district assessments	3,245,637	2,962,714	282,923	91%
Debt Service	40,759,110	39,402,260	1,356,850	97%
Pay as you go Capital	2,113,020	1,534,037	578,983	73%
Other Financing Use - Police Capital	500,000	500,000	-	100%
Other Financing Use - Park Capital	50,000	50,000	-	100%
Other Financing Use - Trash Enterprise Supplement	4,532,450	4,532,450	-	100%
Total Expenditures and Other Uses	599,305,850	526,415,305	72,890,546	88%
Excess (deficiency) of revenues and other sources over expenditures and other uses	$ -	$ 36,298,200	$ 36,298,200	

(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
05/31/14

Expenditures and Other Uses:	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	19,872,315	453,523	20,325,838	15,901,931	1,284,192	3,139,715	85%
Public safety							
Police	38,776,603	(500,000)	38,276,603	32,634,556	417,405	5,224,642	86%
Fire	19,486,362	-	19,486,362	16,941,317	164,524	2,380,522	88%
Centralized Dispatch	1,738,594	-	1,738,594	1,328,375	13,882	396,337	77%
Other	3,297,832	78,334	3,376,166	2,841,706	126,802	407,658	88%
Health and Welfare	5,169,721	(12,000)	5,157,721	4,331,386	7,393	818,942	84%
Public works	10,227,390	377,598	10,604,988	9,895,192	189,818	519,979	95%
Education	357,868,723	27,374,666	385,243,389	304,922,364	26,153,584	54,167,442	86%
Culture and recreation	11,697,811	(13,109)	11,684,702	10,055,230	572,747	1,056,725	91%
Pension and fringe	53,111,269	(900,000)	52,211,269	49,651,441	-	2,559,828	95%
State and district assessments	3,245,637	-	3,245,637	2,900,421	62,293	282,923	91%
Debt Service	40,759,110	-	40,759,110	39,402,260	-	1,356,850	97%
Pay as you go Capital	2,095,020	18,000	2,113,020	753,645	780,392	578,983	73%
Other Financing Use - Police Capital	-	500,000	500,000	500,000	-	-	100%
Other Financing Use - Park Capital	-	50,000	50,000	50,000	-	-	100%
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	496,642,273	29,773,032	72,890,546	88%

City of Springfield

SCHEDULED

Meeting: 07/21/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2706

Energy Efficiency Improvements (ESCO), $10,000,000.00 (Mayor Sarno)

Energy Efficiency Improvements

Ordered: That the City appropriates Ten Million Dollars ($10,000,000) to pay costs of making energy efficiency improvements to City buildings, including the payment of all other costs incidental and related thereto; that to meet this appropriation the City Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(3B) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefore; and to authorize the Department of Parks Building and Recreation Management to enter into an Energy Services Contract (ESCO) with an appropriate company relating to the projects.

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 appropriation and borrowing, 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.

WHEREAS, the order requires a two-thirds vote by the City Council and;

Further Ordered: That the City Treasurer is authorized to file an application with 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 the Municipal Finance Oversight Board of The Commonwealth of Massachusetts may require.

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: 7/21/2014

Re: Order for Council Meeting – 7/21/2014

Cc: Mayor Sarno

Purpose: The purpose of this memo is to request the City Council to consider an order to authorize and appropriate the sum of $10,000,000.00 to improve City-wide facilities by supplying energy management and control systems, energy distribution and metering systems, energy efficient lighting systems, and power and renewable energy generation technologies.

Background: The ESCO Phase 2 project will include 23 school buildings and 19 City-owned facilities and render these buildings more energy efficient. This will not only save the City money in energy costs, it will also provide a safe environment for our employees and residents and will continue the City's efforts in maintaining its State certified Green Community status.

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.

City of Springfield

SCHEDULED

Meeting: 07/21/14 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2694

EEA Grant - North Riverfront Park - $1.1M - Match Req'd (Mayor Sarno)

WHEREAS, the Parks Department ("Department") has been awarded a Gateway Cities Park Program Grant ("grant") in the amount of $1,300,000.00 from the Executive Office of Energy and Environmental Affairs ("EEA"); and

WHEREAS, the purpose of the grant is to improve park quality and advance park equity in urban communities by making targeted investments to provide park and recreational opportunities; and

WHEREAS, the Department intends to use the grant funds to make upgrades to North Riverfront Park that include additional parks amenities, landscaping, and the installation of a "Fit Course"; and

WHEREAS, the total cost of the improvements is $1,600,000.00; and

WHEREAS, the grant will pay for 81.25% of the cost of the improvements, which is $1,300,000.00, and requires the City to pay 18.75%, which is $300,000.00, and will be funded through the Fiscal Year 2015 Pay-As-You-Go (PAYGO) appropriation; and

WHEREAS, the Department has already received authorization to spend up to $200,000.00 which was distributed to the City in Fiscal Year 2014; and

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

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

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

Fiscal Year 2015 Appropriation
Executive Office of Energy and Environmental Affairs
Gateway Cities Park Program Grant - $1,100,000.00

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration and Finance

To: **Springfield City Council**

From: **Timothy J. Plante, Chief Administrative & Financial Officer**

Date: **July 21, 2014**

Re: **Order for Council Meeting – July 21, 2014**

Cc: **Mayor Sarno**

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the July 21, 2014 City Council meeting regarding a State grant for improvements to North Riverfront Park.

Background: The Parks Department has been awarded a Gateway Cities Parks Program grant from the Executive Office of Energy and Environmental Affairs (EEA). The grant award is for $1.3 million and requires a City match of $300,000. The total project amount is $1.6 million and will fund site improvements to North Riverfront Park including additional landscaping and plantings to increase the green space in the park, fencing replacement, pavement repair and replacement and the installation of a Fit Course (see attachment).

The EEA provided $200,000 in funding in FY14, with the remaining $1.1 million and the $300,000 City match appropriated with this order in FY15.

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.

Issued May 2004

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Domenic J. Sarno	Mayor

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

Domenic J. Sarno

Signature

Date: 4/30/2014

Title: Mayor, City of Springfield Telephone: (413)-787-6100

Fax: (413) 787-6104 Email: DSarno@springfieldcityhall.com

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

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

Sensitivity level - low

Issued May 2004

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____
Signature as it will appear on contract or other document **(Complete only in presence of notary):**

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, ALESIA HOWARD DAYS (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

APRIL 30, , 2014.

My commission expires on: 10/31/19

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 _____.

AFFIX CORPORATE SEAL

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

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a):	**COMMONWEALTH DEPARTMENT NAME**: Exec. Office of Energy and Environmental Affairs **MMARS Department Code**: ENV
Legal Address: (W-9, W-4,T&C): 36 Court Street, Springfield, MA 01103	**Business Mailing Address**: 100 Cambridge Street, 9th Floor, Boston, MA 02114
Contract Manager: Patrick Sullivan	**Billing Address** (if different):
E-Mail: PSullivan@springfieldcityhall.com	**Contract Manager**: Sam Carson
Phone: 413-787-6440 **Fax:**	**E-Mail**: sam.carson@state.ma.us
Contractor Vendor Code: VC 6000 192140	**Phone**: 617-626-1142 **Fax**: 617-626-1181
Vendor Code Address ID (e.g. "AD001"): AD___. (Note: The Address Id Must be set up for EFT payments.)	**MMARS Doc ID(s):** **RFR/Procurement or Other ID Number**: EEA 09 GTA 04

_X_ 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)
_X_ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)
__ Emergency Contract (Attach justification for emergency, scope, budget)
__ Contract Employee (Attach Employment Status Form, scope, budget)
__ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, 20___.
Enter **Amendment Amount**: $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)

__ Amendment to Scope or Budget (Attach updated scope and budget)
__ Interim Contract (Attach justification for Interim Contract and updated scope/budget)
__ Contract Employee (Attach any updates to scope or budget)
__ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

_X_ 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.)
_X_ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or ***new*** Total if Contract is being amended). $ 1,300,000 .

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: _X_ agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) **North Riverfront Park and Riverside Road Fit Course** This project will include, but not be limited to, site improvements and the installation of new park amenities at North Riverfront Park in Springfield and the installation of a "Fit Course" along Riverside Road. Site improvements will include earthwork, landscaping, and planting to increase the amount of green space in the park; replacement of a barbed wire fence and replacement of impermeable pavement with permeable pavement. The City of Springfield will contribute an additional $300,000 towards this project.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

_X_ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
__ 2. may be incurred as of _____, 20___, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
__3. were incurred as of _____, 20___ , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2015, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: Domenic J. Sarno . Date: 4/30/15

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Domenic J. Sarno

Print Title: Mayor, City of Springfield

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ . Date: _____ .

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Richard K. Sullivan Jr.

Print Title: Secretary, Office of Energy and Environmental Affairs

TTACHMENT A – SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

INSTRUCTIONS: In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the Following attachment shall contain a specific detailed description of all obligations, responsibilities and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *Attach as many additional pages as necessary.* {See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.}

North Riverfront Park and Riverside Road Fit Course: This project will include, but not be limited to, site improvements and the installation of new park amenities at North Riverfront Park in Springfield and the installation of a "Fit Course" along Riverside Road. Site improvements will include earthwork, landscaping, and planting to increase the amount of green space in the park; replacement of a barbed wire fence with a wrought iron fence and replacement of impermeable pavement with permeable pavement. The Pioneer Valley Riverfront Club may use North Riverfront Park and the "Fit Course" for its programming, but as a requirement of this contract, the City and the Club must ensure that the park remains open for use by the general public during daylight hours. The City will also be required to protect and preserve the land on which these improvements are made, based on the terms of Article 97 of the Article of Amendment to the Constitution of the Commonwealth of Massachusetts.

The City of Springfield will submit quarterly reports and invoices with the Office of Energy and Environmental Affairs, Division of Conservation Services. All forms must be submitted no later than June 30, 2015.

ATTACHMENT B – BUDGET AND APPROVED EXPENDITURES

{The Department and Contractor may complete this format or attach an approved alternative Budget format or invoice.}
Items identified below which are not part of the Contract should be left blank.
Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
FY14 Site Survey, Design and Construction ready documents for the accessible trail and amphitheater				$130,000
FY 14 North Riverfront Park and Fit Course site improvement purchases				$70,000
FY 15 North Riverfront Park and Fit Course construction				$1,100,000
				$
				$
				$
SUBTOTAL (this page)				$1,300,000

MAXIMUM OBLIGATION	$1,300,000

Page __1____ of ___1___Budget pages
Attachment B is subject to any restrictions or additional provisions outlined in Attachment A

NORTH RIVERFRONT PARK AND RIVERSIDE ROAD FIT COURSE BUDGET PROJECTIONS

STATE AND CITY FUNDING BREAKDOWN			
ITEM	FY 2014	FY 2015	TOTAL
State Funding	$200,000	$1,100,000	$1,300,000
City Funding		$300,000	300,000
TOTAL			**$1,600,000**

HIGH LEVEL BUDGET ESTIMATES**	
ITEM	TOTAL
Survey, Design and Permitting	$140,000
North Riverfront Park Improvements	$1,223,000
Fit Course sitework and installation	$105,000
Contingency (approx. 10% of construction costs)	$132,000
TOTAL	**$1,600,000**

**More detailed budget provided by City is attached.

REDEVELOPMENT OF NORTH RIVERFRONT PARK AND RIVERSIDE ROAD FIT COURSE
(BASED ON PRELIMINARY DESIGN, DATED MARCH 2014)

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXT.	TOTAL	July 1-June 30 FY 2014	July 1-June 30 FY 2015
MOBILIZATION / DEMOBILIZATION / ENG. LAYOUT	1	LS	$10,000	$10,000	$10,000		$10,000
SITE PREPARATION & SITE DEMOLITION					$67,930		$67,930
SILT FENCE EROSION CONTROL	800	LF	$10.00	$8,000			
CONSTRUCTION ENTRANCE	1	LS	$5,000	$5,000			
R&D MISC ITEMS	1	LS	$3,500	$3,500			
R&D PAVEMENT	49,930	SF	$1.00	$49,930			
R&D FENCE	1	LS	$1,500	$1,500			
EARTHWORK (Associated earthwork is included in cost of site improvements & utility work below)					$48,420		$48,420
TOPSOIL BORROW	300	CY	$40.00	$12,000			
STRIP GRAVEL FROM SLOPE AND REMOVE	80	CY	$20.00	$1,600			
PLANT BED SOIL AMENDMENTS	200	CY	$40.00	$8,000			
ROUGH GRADE SITE	44,700	SF	$0.30	$13,410			
FINE GRADE SITE	44,700	SF	$0.30	$13,410			
SITE UTILITIES					$60,000		$60,000
STORMWATER ALLOWANCE	1	LS	$40,000	$40,000			
WATER SERVICE ALLOWANCE	1	LS	$20,000	$20,000			
SITE IMPROVEMENTS					$340,500		$262,500
SIGNAGE ALLOWANCE	1	LS	$20,000	$20,000			
SITE LIGHTING	1	LS	$40,000	$40,000			
F&I PAVILION	1	LS	$80,000	$80,000		$60,000	
PICNIC TABLES W/ CONC. PAD	10	EA	$2,500	$25,000		$18,000	
TIMBER GUARDRAIL	485	LF	$40	$19,400			
DECORATIVE 6 FT HT WROUGHT IRON FENCE	650	LF	$100	$65,000			
VEHICULAR GATE	1	EA	$2,500	$2,500			
BLACK VINYL CHAIN LINK FENCE W/ GATE	225	LF	$36	$8,100			
CONCRETE STAIR CASE	250	SF	$150	$37,500			
F&I FIT COURSES (10-UNIT COURSES)	1	LS	$35,000	$35,000			
STAIR RAILING	4	EA	$2,000	$8,000			
PAVING					$526,189		$526,189
WALKWAYS- PAVERS	3,220	SF	$20.00	$64,400			
CONCRETE PAD FOR PAVILION	870	SF	$15.00	$13,050			
GRASS PAVERS	4,575	SF	$20.00	$91,500			
BITUMINOUS CONCRETE DRIVEWAY	12,375	SF	$7.00	$86,625			

REDEVELOPMENT OF NORTH RIVERFRONT PARK AND RIVERSIDE ROAD FIT COURSE
(BASED ON PRELIMINARY DESIGN, DATED MARCH 2014)

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXT.	TOTAL	July 1-June 30 FY 2014	July 1-June 30 FY 2015
POROUS ASPHALT DRIVEWAY	14,304	SF	$16.00	$228,864			
WHEEL STOPS	20	EA	$150.00	$3,000			
GRANITE CURB	750	LF	$45.00	$33,750			
PAVEMENT STRIPING	1	LS	$5,000	$5,000			
LANDSCAPE WORK					$163,725		$163,725
LAWNS- FINE GRADE, FERT., LIME, SEED	15,000	SF	$0.25	$3,750			
SEED MEADOW SLOPE AREA	8,700	SF	$0.25	$2,175			
SLOPE RESTORATION PERENNIALS- PLUGS	200	EA	$20.00	$4,000			
PERENNIALS- #2 GAL	75	EA	$40.00	$3,000			
TREES	20	EA	$750	$15,000			
SHRUBS	600	EA	$100	$60,000			
EROSION CONTROL FABRIC	8,700	SF	$7	$60,900			
IRRIGATION	23,000	SF	$0.50	$11,500			
MULCH	85	CY	$40	$3,400			
FITCOURSE					$106,750		$106,750
MOBILIZATION, SITE PREP AND DEMO	1	LS	$2,500	$2,500			
F&I FIT COURSES (10-UNIT COURSES)	1	LS	$35,000	$35,000			
FINE GRADE SITE	20,000	SF	$0.30	$6,000			
ROUGH GRADE SITE	20,000	SF	$0.25	$5,000			
WALKWAYS	4,500	SF	$10	$45,000			
LAWNS- FINE GRADE, FERT., LIME, SEED	19,000	SF	$0.25	$4,750			
SHRUBS	20	EA	$100.00	$2,000			
SIGNAGE ALLOWANCE	1	LS	$6,500	$6,500			
			SUB-TOTAL =	$1,323,514			
			CONTIGENCY 10%	$132,351			$132,351
			ENGINEERING/ DESIGN	$120,000		$120,000	
			SURVEY	$7,500		$7,500	
			PERMITTING (NOI, SWPPP, NHESP)	$10,000		$10,000	
			GRAND TOTAL (2014 DOLLARS) =	$1,593,365		$215,500	$1,377,865
			SAY,	$1,600,000		$200,000	$1,400,000

Addendum – Springfield North Riverfront Park Project

Background - Gateway City Parks Program:

The purpose of the Gateway City Parks Program (GCPP) is to improve park quality and advance park equity in urban communities by making targeted investments to provide park and recreational opportunities. Created in recognition of the fact that public parks are essential to the health and economic wellbeing of urban areas, but that cities often lack the resources to plan and develop them, the GCPP provides a flexible menu of funding options for all phases of park development. Funding can be used for activities and costs such as brownfield assessment and clean-up, park planning and recreational needs assessments – including the development of Open Space and Recreation Plans – activities not previously eligible for state parks funding.

Qualifying Springfield as a Gateway City:

Springfield qualified as a Gateway City pursuant to RFR EEA 09 GTA 04 in 2009. There are now 26 communities that meet the statutory definition of a Gateway City found in Chapter 240 of the Acts of 2010, and are eligible for Gateway City Parks funding. The criteria are a population greater than 35,000 and median annual household incomes and educational attainment levels below the state average.

Project Selection:

Once a community is qualified as a Gateway City, EEA works with it to evaluate potential projects for compatibility with Program objectives and available funding. In 2009, the City of Springfield requested funding through the Gateway City Parks Program for upgrades to Emerson Wight, a small park in Springfield's South End, an environmental justice neighborhood.

EEA assessed the proposal for Emerson Wight Park based on program objectives; Gateway City Parks targets projects that address critical park infrastructure needs; have strong support from city leaders; engage local businesses, neighbors and others in park financing, programming and stewardship; support broader urban revitalization efforts; or are accessible to environmental justice neighborhoods. In addition, EEA gives priority to parks projects of different types and scales that are not eligible for another funding source. In this case, the evaluation resulted in an initial investment in the design for Emerson Wight Park. Upgrades to Emerson Wight Park were subsequently made with funding from a separate EEA program, PARC, and from a Department of Housing and Community Development grant.

Turning to a second project, EEA and the City selected the renovation of Camp STAR Angelina as the project most in keeping with the Gateway Program's goals. This project will provide access to outdoor recreational opportunities for young people from across the City who have physical and mental disabilities and would not otherwise have access

to such opportunities. The City of Springfield is contributing $600,000 in matching funds for the Camp STAR Angelina project.

In the spring of 2014, capital funding became available for another project in Springfield. The City of Springfield and its community partners; including Live Well Springfield, Bay State Medical Center, and the New North Citizens Council; have made it a priority to improve the condition of Springfield's riverfront in the North End neighborhood. The North End is one of Springfield's poorest neighborhoods, and has some of the lowest levels of educational attainment in the City. Although the North End is close to the Connecticut River Walk and Bikeway (a regional trail that runs through Agawam and West Springfield, and will be 21 miles long when complete) it is difficult to access the path due to the presence of a eight foot high flood wall, and most North End residents do not have easy access to outdoor recreation opportunities.

The Pioneer Valley Riverfront Club (PVRC), a 501c3 non-profit which operates out of the historic Rockrimmon Boathouse and North Riverfront Park, recently received a $370,000 grant from the federal Center for Disease Control to develop programming that provides outdoor recreation opportunities to residents of Springfield's North End and encourages healthy living activities. PVRC operates a variety of youth and adult community rowing programs, including programs specifically designed to serve at-risk demographics. PVRC has partnered with the Springfield school system and Baystate Medical Center on these programs. While PVRC has made significant improvements to the boathouse, which had been owned by a private boat company until 2012, North Riverfront Park is in need of significant improvement. The site is covered with asphalt pavement and untreated stormwater run-off flows into the Connecticut River. There is no green space or shade in the park, and a barbed wire fence separates the park from the Connecticut River Walk and Bikeway. The City of Springfield and its coalition of non-profit, corporate and community partners aim to improve North Riverfront Park so that it is more inviting to North End residents and riverwalk users and becomes a public point of access along the Connecticut River for rowing and bicycling

Project Description:

This project will transform North Riverfront Park from an unattractive and unwelcoming site covered with asphalt, into a vibrant, green park that will provide outdoor recreation opportunities for residents of Springfield's North End and users of the Connecticut River Walk and Bikeway. The asphalt will be replaced with grass and trees, and permeable pavement that takes in stormwater will be installed where pavement is necessary (in the parking lot and on the path to the river). The barbed wire fence along the riverwalk will be replaced by a more appropriate fence, and park amenities, such as picnic tables and a shade structure will be added. Finally, a "Fit Course" will be installed along the riverwalk, to provide opportunities for North End residents to participate in free outdoor cardiovascular and strength training. The City will contribute a matching grant of $300,000 towards the completion of the project.

Contract Stipulations:

As described in the Scope of Services the Executive Office of Energy and Environmental Affairs (EEA) hereby grants, on a reimbursement basis, the City of Springfield $1,300,000 to make upgrades to North Riverfront Park and install a Fit Course along Riverside Road. The City will contribute an additional $300,000 towards this project. In addition to construction costs the City of Springfield will be reimbursed for associated construction supervision and surveying costs. Pursuant to this contract the City, following state procurement and contracting statutes and regulations, is to hire engineering, surveying, and construction firms, to be approved by EEA, with appropriate expertise. EEA will reimburse the City of Springfield for $1,300,000 in invoices from the retained firms for services rendered.

Specific provisions:

- Any significant variations from the design and specifications must be approved by EEA;

- As built plans and pictures of the park improvement and the Fit Course are to be provided with the final invoice;

- Announcement, ground breaking and ribbon cutting events are to be coordinated with EEA;

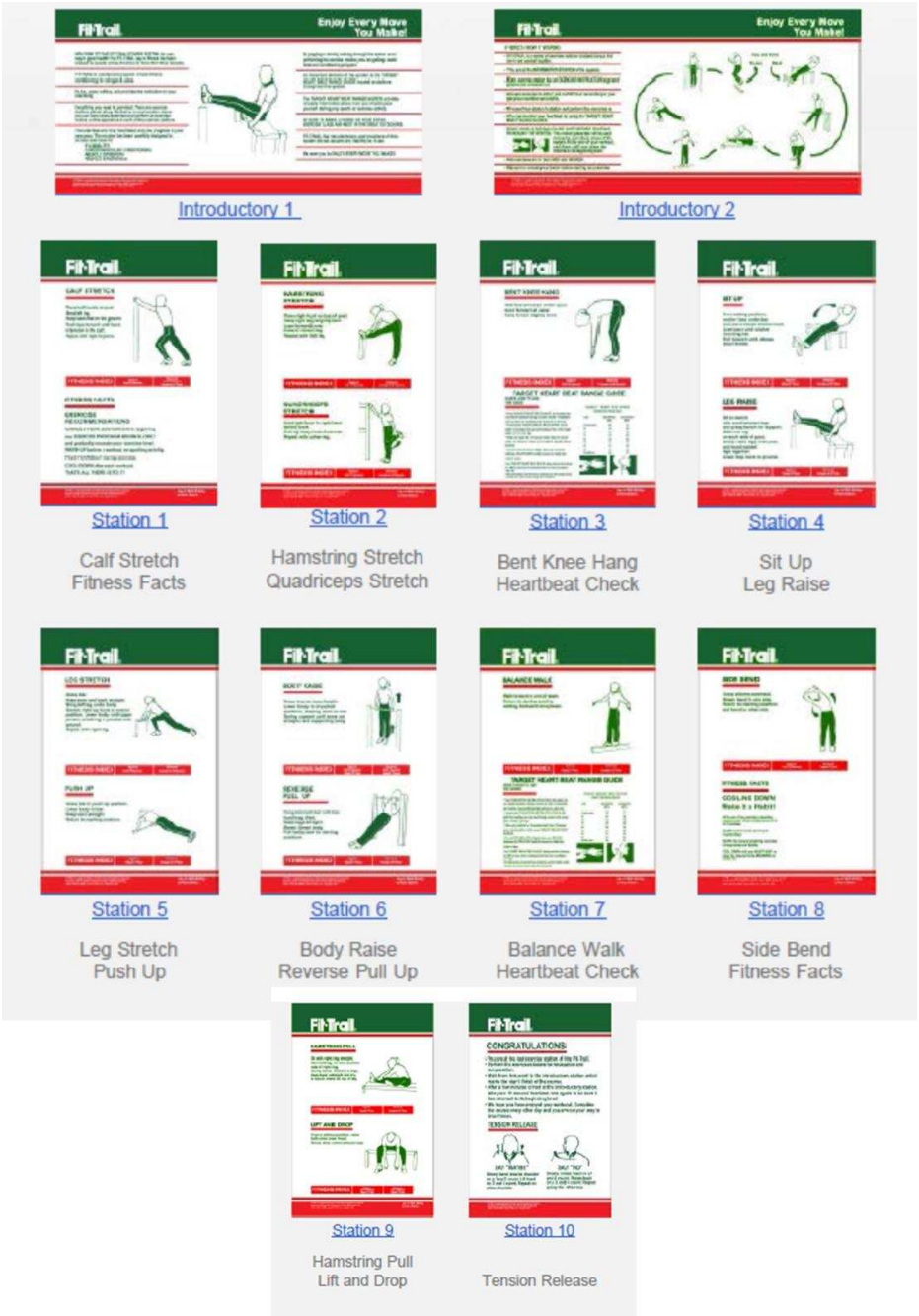
- Should bids vary significantly from the anticipated total cost of $1,300,000 the City of Springfield and EEA will discuss the alternatives, which will include addition or deletion of alternatives and/or a corresponding change in contract value, and amend the contract accordingly; and

- Construction is to be completed by June 30, 2015.

Connecticut River Bikeway Fit Course, Springfield MA

The Fit Trail is designed to span a ¼ to 1 mile in distance with 10 fitness stations to target major muscle groups and provide instruction for proper technique. The Fit Course would provide an open air gym in which people can participate individually or in groups by walking or jogging to each element and then preforming the illustrated callisthenic. This trail will provide both cardiovascular and strengthening/flexibility activities.

The proposed location for the FIT Course is across West Street, just after North Riverfront to allow park patrons and Pioneer Valley Riverfront Club program participant's access to the course.



City of Springfield

SCHEDULED

Meeting: 07/21/14 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2695

Balliet Splash Pad Grant - $200,000 - Match Req'd (Mayor Sarno)

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

Whereas, Balliet Park is dedicated to park and recreation purposes under M.G.L. Chapter 45, Section 3; and

Whereas, Balliet Park's ultimate restoration, guided in principal by the Plan, will greatly enhance this facility with improved infrastructure such as enhanced ADA accessibility, path systems, improved drainage, and splash pad equipment, in addition to increasing the city's open space inventory by 6.47 acres; and

Whereas, The main focus of the design is to increase open space and improve the current conditions with the installation of a splash pad to be used as public park; and

Whereas, The overall improvements to this park have been put on hold due to fiscalbudget constraints preventing the City from proceeding with the improvements as a single comprehensive project; and

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

Whereas, The Executive Office of Energy and Environmental Affairs (EEA) is providing reimbursable grants to cities and towns to support the preservation and restoration of urban parks through the Our Common Backyards grant program; and

Whereas, The first phase of the Balliet Park Improvement project will cost $250,250, and the Our Common Backyards program requires the City to appropriate the full amount of the project costs; and

Whereas, The City Council has already appropriated funding for the City's local cash match at their meeting on May 19, 2014; and

Whereas, The City has committed $50,250 in Pay-Go Funds, and by this Order the City appropriates $50,250 to be paid to the City which will be reimbursed by The Executive Office of Energy and Environmental Affairs Our Common Backyards grant program, for the first phase of the project; and

Whereas, The Chief Administrative and Financial Officer has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order appropriating funds for the Project, and expending the grant funds once received, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance

with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008; and

NOW THEREFORE BE IT ORDERED, that the Mayor and the City's Department of Parks, Buildings and Recreation Management are hereby authorized to file and accept grants from the Executive Office of Energy and Environmental Affairs, and to expend such grants for the purposes of the grants pursuant to Mass. Gen. Laws ch. 44, sec. 53A, including a grant in the amount of $200,000 for Balliet Park from the Parkland Acquisitions and Renovations for Communities grant program;

that the City Council hereby appropriates the sum of Two-Hundred Thousand Dollars ($200,000) for the Balliet Park Project pursuant to Mass. Gen. Laws ch. 44, sec. 53A:

That the Mayor be and is hereby authorized to take such other actions as are necessary to carry out the terms, purposes, and conditions of this grant to be administered by the City's Department of Parks, Buildings and Recreation Management; Department, including entering into contracts; and

That this resolution and order shall take effect upon its passage.

Executive Office of Energy and Environmental Affairs
Our Common Backyards Program Grant - $200,000.00

APPROPRIATION ORDER AND
RESOLUTION TO FILE, AND ACCEPT AND EXPEND GRANTS WITH AND FROM THE COMMONWEALTH OF MASS.,
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS FOR THE "OUR COMMON BACKYARDS PROGRAM" FOR IMPROVEMENTS TO BALLIET PARK

The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Deval L. Patrick
GOVERNOR

Richard K. Sullivan, Jr.
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1181

April 11, 2014

Laura Walsh
Department of Parks, Buildings and Recreation Management
200 Trafton Road
Springfield, MA 001108

survey for splash pad
$7,000

Re: Balliet Park

Dear Ms. Walsh:

I am pleased to officially confirm that the Balliet Park project has been selected by the Executive Office of Energy and Environmental Affairs (EEA) to receive up to $200,000 in state Our Common Backyards assistance. You will be working with Melissa Cryan of my staff on this project. She can be reached at (617) 626-1171 or melissa.cryan@state.ma.us.

Be advised that the sum of $200,000 will be encumbered in FY15, which begins on July 1, 2014. All construction work must be completed and closed out by December 31, 2014. While the project must be completed by December 31, 2014, the city may submit its reimbursement no later than March 2, 2015.

Next Steps

1. Execute the **Project Agreements**. Enclosed are two copies of the Project Agreement to be signed by your Chief Executive Officer and a majority of the Park Commission members. Review the agreement carefully to be sure that the project has been correctly described and contact Melissa immediately if any changes or updates need to be made. If the document is correct, please have both signed and return both originals to Melissa for signature by EEA. One original will be returned to you to record at the Registry of Deeds, and to be copied for your audit file.
2. Execute a **State Standard Contract**. This document allows our fiscal department to establish an account for your project. No reimbursement request can be honored unless the State Standard Contract, including the **Contractor Authorized Signatory Listing**, which is also enclosed, are signed and returned to our office. This form should be signed by whoever signed the contract. Be sure to fill out both sides of the document. Only two names should appear on this document – the signatory and the notary. A sample form has been enclosed – please review it closely so that your form is filled out correctly.
3. **City council vote** approving the submission of the grant application, appropriation of 100% of the total project cost, and statement of the land's dedication to park and recreation purposes is taken. Please have Melissa review the language before the vote is taken. The contract cannot be signed until this vote is taken. Make sure that the vote references Our Common Backyards, not PARC (it currently does).
4. The **property deed** and **authority to apply** are submitted.
5. Provide **an updated project schedule** covering the period from the contract signature date to project completion (no later than December 31, 2014).

Reimbursement Procedures

Once the city has completed the park construction, it may submit for reimbursement up to $200,000 , which is the city's grant award amount. Reimbursement request documentation will be provided once the contract has been signed. Please note that we can only reimburse the city for costs incurred after the State Standard Contract has been signed and before it has expired.

Reimbursement will be contingent upon satisfying the following conditions:

1. A copy of the **Project Agreement**, which has been recorded at the Registry of Deeds (along with the city council vote for the project) and a marginal notation entered on the deed to the property, is provided to Melissa.
2. Copies of invoices and canceled checks are provided.

Legally Protected Recreation Land – Springfield's Commitment

Please remember that according to Article 97 of the Massachusetts General Laws, acceptance of the state grant requires that this site remain open to the general public and prohibits any other use other than public outdoor recreation.

If you have any questions in regards to the execution of the grant contract or anything else, feel free to be in touch with Melissa.

Sincerely,

Robert O'Connor
Director

enc.

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration and Finance

To: **Springfield City Council**

From: **Timothy J. Plante, Chief Administrative & Financial Officer**

Date: **July 21, 2014**

Re: **Order for Council Meeting – July 21, 2014**

Cc: **Mayor Sarno**

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the July 21, 2014 City Council meeting regarding a State grant for the construction of a splash pad at the Thomas M. Balliet School.

Background: The Parks Department has been awarded a Our Common Backyards Program grant from the Executive Office of Energy and Environmental Affairs (EEA). The grant award is for $200,000 and requires a City match of $50,000. The total project amount is $250,000 and will fund site improvements and construction of a new splash pad at the Thomas M. Balliet School.

The EEA will be providing $200,000 in funding in FY15. The City's match of $50,000 was set aside by the City Council at the May 19, 2014 meeting.

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.

City of Springfield

SCHEDULED

Meeting: 07/21/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2700

MassAHEC - No Match Required $114,000 (Mayor Sarno)

WHEREAS, the Department of Health and Human Services ("Department") contracted with the University of Massachusetts/Worcester and has received a Grant for $114,000 from the MassAHEC Network; and

WHEREAS, the mission of the MassAHEC Network is to reduce health disparities across the Commonwealth by enhancing skills an increasing the diversity of the healthcare workforce and facilitation of access to culturally and linguistically responsive health care services; and

WHEREAS, the Department intends to use the grant funds to advance public health practice and improve access to quality health care to all. By promoting health careers and improving education in underserved and culturally diverse communities in Massachusetts; and

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

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

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

MassAHEC - $114,000.00

MassAHEC Network

UMASS MEDICAL SCHOOL

A Commonwealth Medicine Academic & Community Partnership

June 3, 2014

Helen R. Caulton-Harris, Executive Director
Pioneer Valley AHEC
Department of Health and Human Services
City of Springfield
95 State Street, 2nd Floor
Springfield, MA 01103

Dear Ms. Caulton-Harris:

Enclosed are three copies of the contract between the University of Massachusetts/ Worcester and the Department of Health and Human Services, City of Springfield for Pioneer Valley AHEC in the amount of $114,000.00 for the period of July 1, 2014 to June 30, 2015.

If this contract is acceptable to you, please ask Mayor Domenic Sarno to sign all three copies **(in blue ink)**. Once completed, please return to me for processing. Once fully executed, a copy will be returned to you for your records.

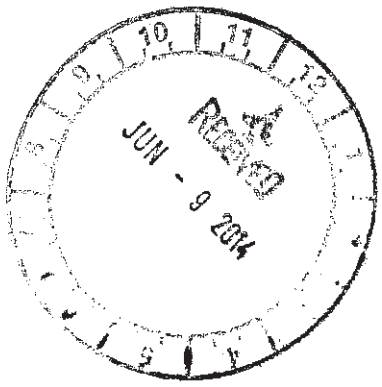
Also enclosed is a W9 Form that needs to be completed and returned along with the three signed copies of the contract.

Sincerely,

Joanne Dombrowski

Joanne Dombrowski
Project Coordinator

Encl. (4)



333 South Street, Shrewsbury, MA 01545
508-856-4305

Mailed
Sent 6/12

June 3, 2014

Helen R. Caulton-Harris, Executive Director
Pioneer Valley AHEC
Department of Health and Human Services
City of Springfield
95 State Street, 2nd Floor
Springfield, MA 01103

Dear Ms. Caulton-Harris:

Enclosed are three copies of the contract between the University of Massachusetts/ Worcester and the Department of Health and Human Services, City of Springfield for Pioneer Valley AHEC in the amount of $114,000.00 for the period of July 1, 2014 to June 30, 2015.

If this contract is acceptable to you, please ask Mayor Domenic Sarno to sign all three copies **(in blue ink)**. Once completed, please return to me for processing. Once fully executed, a copy will be returned to you for your records.

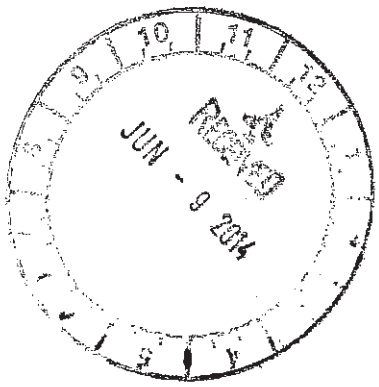
Also enclosed is a W9 Form that needs to be completed and returned along with the three signed copies of the contract.

Sincerely,

Joanne Dombrowski

Joanne Dombrowski
Project Coordinator

Encl. (4)



333 South Street, Shrewsbury, MA 01545
508-856-4305

(CM No.) _____

UNIVERSITY OF MASSACHUSETTS
CONTRACT FOR SERVICES PURCHASED
TERMS AND CONDITIONS

(P.O. No.) _____
(Bid No.) _____

This agreement is made, entered into, and effective on July 1, 2014 (the "Effective Date") by and between the University of Massachusetts, Worcester Campus, (hereinafter called "**University**"), an agency of the Commonwealth of Massachusetts and City of Springfield, Department of Health and Human Services, 95 State Street, Springfield, MA 01103 ,
(Contractor's legal name and address)
(hereinafter called the "Contractor" and collectively the "Parties").

This agreement (the "Contract") is comprised of the following documents, listed in the order of precedence: this **Contract for Services Purchased Terms and Conditions;** any **Contract Amendments,** as identified in Section 3, below; and any attached **Scope of Service/Work** or other **Attachments**, as identified in Sections 1 and 2, below. The Contract for Services Purchased Terms and Conditions, and any agreed upon changes thereto included in any Contract Amendments, shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached to this Contract.

1. **Scope of Service/Work:** The Contractor agrees to perform the following services: See Attachment A, Scope of Service/Work, consisting 3 page(s) _____
_____
or if applicable, those services described in the Attachment[s] attached to this Contract. Any Attachment attached to this Contract is made a part hereof and must be specifically labeled (e.g. "Attachment A, Scope of Service/Work, consisting of '*n*' pages"). Only the Scope of Service/Work specifically referenced in this Contract and signed by the Parties' authorized representatives shall apply.

2. **Contract Attachments:** Any attachment referenced in this section must be specifically labeled in alphabetical order (e.g. "*Attachment 'X', [insert title of attachment], consisting of 'n' pages*"), commencing with the letter immediately following any contract attachment(s) referenced above.

   A. **Insurance:** The Contractor shall purchase and maintain at its sole cost and expense throughout the term of this Contract the insurance coverage specified in the Insurance Schedule attached hereto as Attachment B, consisting of 2 page(s), and shall comply with all coverage limits and other terms and conditions specified therein.

   B. **Business Associate Agreement/Data Management Agreement:** The Contractor shall comply with the terms and conditions of the attached [ ] Business Associate Agreement [x] Data Management Agreement which is attached to this Contract and made a part hereof as Attachment C consisting of 5 page(s) executed by duly authorized representatives of the Parties.
   [ ] Not Applicable.

   C. **Other Contract Attachment[s]:** The following attachments to the Contract have been executed by duly authorized representatives of the Parties and are attached to this Contract and made a part hereof as Attachment D consisting of 2 page(s):
   Budget _____

3. **Contract Amendments:** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached to this Contract and made a part hereof: _____
_____.
All amendments referenced in this section must be specifically labeled in alphabetical order (e.g. "*Attachment X, Amendment No. 1, consisting of 'n' pages*"), commencing with the letter immediately following any contract attachments referenced above.

4. **Dates of Performance:** From: 07/01/2014 (mm/dd/yyyy) **(Start Date)** To: 6/30/2015 (mm/dd/yyyy) **(Completion Date)**

5. **Responsible University Official:** The University Official exercising managerial and budgetary control for this Contract shall be: Linda J. Cragin, Director, MassAHEC Network
(Name and Title)

6. **Payment:**

A. The University shall compensate the Contractor for the services rendered at the rate of $See Attachment D - Budget per _____(*e.g.*, hour, week, semester, project, *etc.*).

B. In no event shall the Contractor be reimbursed for time other than that actually spent providing the described service(s).

C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received Monthly X, Quarterly ____, Other ____ (specify)_____.

D. Reimbursement for Travel and Other Contractor Expenses:

____ All travel and meals are part of this Contract. No reimbursement will be made.

X Contractor will be reimbursed for pre-approved travel in an amount not to exceed $ 3,770. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation will be disallowed.

X Contractor will be reimbursed for Other Contractor Expenses in an amount not to exceed $ 10,900.

Other Contractor Expenses shall be limited to: See Attachment D – Budget. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

E. The total of all payments made against this Contract shall not exceed $114,000.

F. Unless otherwise provided herein, the University's payment terms are net thirty (30) days from the date of receipt of Contractor's invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days in accordance with Mass. Gen. Laws ch. 29 § 29C and with Commonwealth regulation 815 C.M.R. 4.00.

G. The Contractor shall not have any claim against or seek payment from the Massachusetts Executive Office of Health and Human Services ("EOHHS") but shall look solely to the University for payment with respect to any activities performed under the Contract. Furthermore, the Contractor shall not maintain any action at law or in equity against EOHHS to collect any sums that are owed by the Undivert under the Contract for any reason, even in the event that the University fails to make payment under or otherwise breaches the terms and conditions of the Contract.

7. **Certification:** Contractor certifies under the pains and penalties of perjury that pursuant to Mass. Gen. Laws ch. 62C, §49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch. 151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and, if applicable, with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch. 152 and payment of wages, Mass. Gen. Laws ch. 149 §148. Pursuant to federal law, Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

8. **Conflict of Interest:** Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

9. **Compliance with Laws:** Contractor agrees to comply with all applicable local, state, and federal laws, regulations and ordinances in the performance of its obligations under this Contract.

10. **Independent Contractor Status:** The Contractor is an independent contractor and not an employee or agent of the University. No act or direction of the University shall be deemed to create an employer/employee or joint employer relationship. The University shall not be obligated under any contract, subcontract, or other commitment made by the Contractor.

11. **Contractor's Qualifications and Performance:** In accordance with the terms and conditions of this Contract, the Contractor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the Contractor agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.

12. **Termination:**

A. **Termination Without Cause:** The Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. In the event that this Contract is terminated for any reason, Contractor agrees to immediately relinquish the use of the name "Area Health Education Center" or "AHEC".

B. **Termination for Cause:**

(i) If Contractor breaches any material term or condition stated herein or fails to perform or fulfill any material obligation required by this Contract, the University may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. To the extent Contractor has executed a Business Associate Agreement or Data Management Agreement in addition to this Contract and fails to fulfill his/her obligations under the Business Associate Agreement or Data Management Agreement, the University may terminate this Contract by giving written notice to the Contractor at least three (3) calendar days before the effective date of termination stated in the notice. Any notice of termination provided pursuant to this section shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the University. In the event of a breach by Contractor, Contractor may be subject to any and all applicable contract rights and remedies available to the University. Applicable statutory or regulatory penalties may also be imposed.

(ii) If Contractor fails to provide a replacement Center Director acceptable to the University, within thirty (30) calendar days of the date on the notice informing the University that the previously appointed Center Director is no longer serving in that capacity, the University may terminate this Contract for cause by giving written notice to the Contractor at least seven (7) calendar days prior to the effective date of termination stated in the notice.

13. **Obligations in Event of Termination:**

A. Upon termination or expiration of this Contract, all finished or unfinished documents, data, studies, and reports prepared by Contractor pursuant to this Contract, shall be promptly delivered to the University. To the extent the Contractor has executed a Business Associate Agreement or Data Management Agreement in addition to this Contract, Contractor shall comply with the destruction and return requirements set forth therein.

B. Upon termination of this Contract without cause, the University shall promptly pay the Contractor for all services performed to the effective date of termination, subject to offset of sums due the Contractor against sums owed by the Contractor to the University, and provided Contractor is not in default of this Contract and Contractor submits to the University a properly completed invoice, with supporting documentation covering such services, no later than thirty (30) calendar days after the effective date of termination. To the extent the Contractor has executed a Business Associate Agreement or Data Management Agreement in addition to this Contract, Contractor shall comply with the destruction and/or return requirements set forth therein.

The obligations set forth in the Business Associate Agreement or Data Management Agreement shall survive the termination or expiration of this Contract and shall continue until such time as the Contract Data is returned to the University or destroyed as set forth in the agreement.

14. **Recordkeeping, Audit, and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Governor, the Secretary of Administration and Finance, the State Comptroller, the State Auditor, the Attorney General, the Federal grantor agency (if any), the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

15. **Political Activity Prohibited:** The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office.

16. **Ownership of Work Product:** All deliverables and work(s) created by the Contractor for or at the request of the University, pursuant to the provisions of the Contract, including without limitation any and all software and related documentation, reports, results, products, programs, routines, drawings, studies, specifications, photographs, graphics, artwork, computations, data, inventions, discoveries, improvements, concepts, creative works, designs, techniques and know-how, works of authorship, trade secrets, patents, trademarks, copyrights, and any other intellectual property ("Work Product") is "work made for hire," or shall be considered as having similar status in the United States or elsewhere; and therefore, the University is the owner of the Work Product. The entire right, title and interest in and to all Work Product shall vest with the University immediately upon creation of each deliverable constituting Work Product. In the event any Work Product is not considered a "work made for hire," the Contractor, on behalf of itself and its employees, agents, subcontractors and affiliates, hereby assigns, transfers and conveys to the University all right, title, and interest in such Work Product. During the term of this Contract and at any time following expiration or termination for any reason of this Contract, upon the request and at the reasonable expense of the University and for no additional compensation, the Contractor and its employees, agents, subcontractors and affiliates will take such action as the University reasonably may request to more fully evidence, protect, record, defend, transfer, or confirm the University's ownership, right, title and interest in the Work Product. The Contractor, or any of its employees, agents, subcontractors or affiliates, shall not publish any work(s) dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, without prior written permission of the University. If such permission is granted, the University shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the published work(s). The Contractor shall use reasonable means to inform the public that the University provides financial support for its operations and services by explicitly stating on publicity materials, stationery, posters, other written materials, and on Contractor's premises, the following: "This program is supported in part (in full) by the Commonwealth of Massachusetts and the University of Massachusetts Medical School. The AHEC center is part of the MassAHEC Network."

17. **Confidentiality/Privacy/Security:** Contractor shall comply with all applicable state and federal laws and regulations relating to confidentiality, privacy, and security. In the performance of this Contract, the Contractor may acquire or have access to "personal information" (as defined in Mass. Gen. Laws ch. 93H or other states' breach notification laws), or "protected health information" (as defined in the Health Insurance Portability and Accountability Act ("HIPAA") Privacy and Security Rules, 45 CFR Parts 160 and 164), or "personal data" and become a "holder" of such personal data (as defined in Mass. Gen. Laws ch. 66A). Such "personal information," "protected health information," and "personal data" shall be deemed to be "Personal Information." Contractor shall implement administrative, physical and technical safeguards to reasonably and appropriately restrict access and ensure the security, confidentiality, integrity and availability of all Personal Information owned, controlled, stored, or maintained by University and provided to or accessed by Contractor in the performance of services irrespective of the medium in which it is held. Contractor shall also comply with all measures outlined in the Business Associate Agreement or Data Management Agreement to the extent it is an attachment to this Contract. The Contractor agrees that it shall inform each of its employees, servants or agents, having involvement with Personal Information of the laws and regulations relating to confidentiality, privacy, and security.

18. **Assignment and Delegation:** The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the University, nor shall the Contractor subcontract any service without the prior written approval of the University. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.

19. **Nondiscrimination in Employment:** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, disability, gender identity or expression, genetic information, or sexual orientation or a person who is a member of, applies to perform, or has an obligation to perform service in a uniformed military service of the United States, including the National Guard on the basis of that membership, application or obligation. The Contractor agrees to comply with all applicable Federal and State employment statutes, rules and regulations.

20. **Severability:** If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

21. **Choice of Law:** This Contract is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

22. **Forum Selection:** The Parties agree to bring any action arising out of or relating to this Contract or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. The Contractor expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action brought by the University or the Commonwealth arising out of or relating to this Contract, or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.

23. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of

24. **Indemnification of University:** The Contractor shall defend, indemnify, and hold harmless the Commonwealth, the University, its Trustees, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys' and experts' fees) arising out of or resulting from the performance of the services performed by the Contractor, its agents, servants, employees, or subcontractors under this Contract, provided that any such claims, liability, losses, third party claims, damages, costs, or expenses are attributable to bodily injury, personal injury, pecuniary injury, damage to real or tangible personal property, resulting therefrom and caused in whole or in part by any intentional or negligent acts or omissions of the Contractor, its employees, servants, agents, or subcontractors. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Commonwealth and/or the University that would otherwise exist. The University shall give the Contractor prompt and timely notice of any claims, threatened or made, or any law suit instituted against it which could result in a claim for indemnification hereunder. The extent of this Contract indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this Contract.

25. **Risk of Loss:** The Contractor shall bear the risk of loss of any Contractor materials used for a Contract and for all deliverables and work in process.

26. **Tax Exempt Status:** The University is exempt from federal excise, state, and local taxes; therefore, sales to the University are exempt from Massachusetts sales and use taxes. If the University should become subject to any such taxes during the term of this Contract, the University shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.

27. **Waivers:** All conditions, covenants, duties, and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

28. **Amendments:** This Contract may be amended only by written agreement of the Parties, executed by the Parties' authorized representatives and in compliance with all other regulations and requirements of law. Notwithstanding, the foregoing sentence, the Contractor may make changes to the Budget attached to this Contract without executing an Amendment to this Contract during the term of the Contract, that do not exceed One Thousand Dollars ($1,000) shift between line items. Contractor must provide University with written notice of said change within thirty (30) days of the change. Changes to the Budget for the term of the Contract that exceed a $1,000 shift between line items must be submitted to the University as a proposed change and submitted in writing for approval by the University. Any change to the Budget which exceeds 25% of the overall Budget must be made prior to sixty (60) days before the Contact termination date and requires an Amendment be submitted and execute by the Parties prior to implementation. Final invoices must be received twenty (20) days after the Contract termination date.

29. **Entire Agreement:** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.

30. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to individuals at the address indicated below (name, postal address, phone, email address). The individuals named below shall also be the primary contact persons for any inquiries concerning this Contract:

To the University: Joanne Dombrowski, 333 South Street, Shrewsbury, MA 01545, 508-856-4305
Joanne.dombrowski@umassmed.edu

To University Privacy Officer: Office of Compliance and Review, 333 South Street, Shrewsbury, MA 01545
Telephone: 508-856-6547; e-mail: Compliance@umassmed.edu

To the Contractor: Helen Caulton Harris, 95 State Street, Springfield, MA 01103, 413-787-6736,
hcharris@springfieldcityhall.com

Employees of the University shall not be held personally or contractually liable by or to the Contractor under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized University official.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their respective duly authorized officers of the date first above written.

UNIVERSITY OF MASSACHUSETTS
Worcester Campus

Sig: _____
Signature of individual exercising Budgetary Control

Name: Linda J. Cragin
Title: Director, MassAHEC Network

Sig: _____
Signature of individual w/contract authority < $50,000

Name: Charlene Cutroni
Title: Director of Finance, CWM

Sig: _____
Signature of individual w/contract authority < $500,000

Name: Joyce A. Murphy
Title: Executive Vice Chancellor, CWM

Sig: _____
Signature of individual w/ contract authority $500,000 +

Name: Michael F. Collins
Title: Senior Vice President for Health Science and Chancellor UMMS

CONTRACTOR:
City of Springfield, Department of Health and Human Services

Sig: _____

Name: Domenic Sarno
Title: Mayor, City of Springfield

Speed Type	103615	**Account**	757200	**Fund**	51453
Department ID	W400800000	**Program**	A01	**Project/Grant**	

IN WITNESS W
of the date first

UNIVERSITY OF M
Worcester C

Sig: _____
Signature of individ

Name: Linda J. Cragin
Title: Director, Mass

Sig: _____
Signature of individ

Name: Charlene Cutr
Title: Director of Fi

Sig: _____
Signature of individ

Name: Joyce A. Mur
Title: Executive Vic

Sig: _____
Signature of individ

Name: Michael F. Col
Title: Senior Vice Pr

Speed Type

Department I

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UNIVERSITY OF MASSACHUSETTS
Worcester Campus

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City
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Sig: _____
Signature of individual exercising Budgetary Control

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Name: Linda J. Cragin
Title: Director, MassAHEC Network

Name
Title:

Sig: _____
Signature of individual w/contract authority < $50,000

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Title: Director of Finance, CWM

Sig: _____
Signature of individual w/contract authority < $500,000

Name: Joyce A. Murphy
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Sig: _____
Signature of individual w/ contract authority $500,000 +

Name: Michael F. Collins
Title: Senior Vice President for Health Science and Chancellor UMMS

Speed Type	103615	**Account**	757200
Department ID	W400800000	**Program**	A01

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their respective duly authorized office of the date first above written.

UNIVERSITY OF MASSACHUSETTS
Worcester Campus

Sig: _____
Signature of individual exercising Budgetary Control

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Title: Director, MassAHEC Network

Sig: _____
Signature of individual w/contract authority < $50,000

Name: Charlene Cutroni
Title: Director of Finance, CWM

Sig: _____
Signature of individual w/contract authority < $500,000

Name: Joyce A. Murphy
Title: Executive Vice Chancellor, CWM

Sig: _____
Signature of individual w/ contract authority $500,000 +

Name: Michael F. Collins
Title: Senior Vice President for Health Science and Chancellor UMMS

CONTRACTOR:
City of Springfield, Department of Health and Human Services

Sig: _____

Name: Domenic Sarno
Title: Mayor, City of Springfield

Speed Type	103615	**Account**	757200	**Fund**	51453
Department ID	W400800000	**Program**	A01	**Project/Grant**	

Attachment: MassAHEC Award Letter (2700 : MassAHEC - No Match Required $114,000)

REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 6/17/2014

Department Requesting Grant Setup SHHS

Department Phone # (Please include extension) 6710

Name and Title of Person to Contact in Case of Questions HELEN CAULTON HARRIS

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

If yes, please indicate your previous project number: 84714

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: AHEC CORE PROGRAM

Total Grant Amount Awarded: $ 114,000
Is this a Reimbursable Grant? (Y/N) YES
A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

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

Entity Name	U Mass Medical Schooi
Contact Person	Joanne Dombrowski
Street Address	333 South Street
City, State, Zip Code	Shrewsbury, MA 01545
Telephone	508-856-4305
Fax	
E-Mail	

Actual Award Date	6/3/2014
Board Approval Date	
Start Date	7/1/2014
Expiration Date	6/30/2015
Renewal Action Date (optional)	

If there are any Matching Funds:
Type
Percent
Amount

Comments re: Description/Purpose of Grant
To advance public health practice and improve access to quality health care to all by promoting health careers and improving education in underserved and culturally diverse communities of Massachusetts

Comments re: Conditions/Restrictions of Grant
See budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?
(Ex: Monthly, Quarterly) Monthly

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

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

Org Code: 28475205

Object Codes: 501000, 517010, 5335, 542010, 551700, 571100, 533100

Budget Roll-Up Codes: YES

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

Signature

6/18/2014
Date

Please attach the following documents:

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

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

City of Springfield

SCHEDULED

Meeting: 07/21/14 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2693

MOCI - FY15 - $87,000 - No Match (Mayor Sarno)

WHEREAS, the Mayor, on behalf of the *Mayor's Office of Consumer Information,* ("Department") has been awarded a "Local Consumer Aid Fund Grant" of $87,000.00 from the Commonwealth of Massachusetts Office of the Attorney General; and

WHEREAS, the purpose of the grant program is to assist in the resolution of consumer complaints; and

WHEREAS, the Department intends to use the grant funds for the operation of a Local Consumer Program to educate consumers on their consumer protection rights and to mediate consumer complaints, whereby funds will pay for staff salaries and student intern stipends and for those expenses associated with the processing and handling of the consumer complaints (i.e. supplies, postage, copier, travel); 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:

2015 Local Consumer Aid Fund Grant - $87,000

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

MARTHA COAKLEY
ATTORNEY GENERAL

(617) 727-2200
www.mass.gov/ago

6/20/2014

June 16, 2014

please cc. to Ed P. | TJ. | Mike J. & Bill M. for clarifications & follow through on this 6/23

Domenic J. Sarno, Mayor
City of Springfield, Mayor's Office of Consumer Information
36 Court Street, Room 315
Springfield, MA 01103-1699

Re: Fiscal Year 2015 Local Consumer Program Grant Award

Dear Mayor Sarno:

Congratulations, I am pleased to award the City of Springfield, Mayor's Office of Consumer Information, a Fiscal Year 2015 (July 1, 2014 - June 30, 2015) Local Consumer Aid Fund grant of $87,000 for the resolution of consumer complaints. This award is made subject to the Guidelines for the operation of a Local Consumer Program and conditions detailed on the forthcoming Scope of Services to ensure compliance with the terms of the grant.

Once you understand and accept the requirements under the grant, please return all requested documents listed, each with original signatures, to Aaron E. Kravitz, Director of New Media and Publications.

Thank you for your continuing efforts in the important area of consumer assistance. I look forward to a successful and productive joint effort in the coming year.

Cordially,

Martha Coakley

Martha Coakley
Massachusetts Attorney General

RECEIVED
JUN 20 2014
BY: CJackson

City of Springfield

SCHEDULED

Meeting: 07/21/14 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2707

Green Communities Competitive Grant - No Match Required $100,000 (Mayor Sarno)

WHEREAS, the Facilities Department ("Department") has been awarded a Green Communities Competitive Grant ("grant") of $100,000.00 from the Department of Energy Resources; and

WHEREAS, the grant will be used for the boiler in Glenwood School; and

WHEREAS, the Department intends to use the grant funds for costs to replace the boiler in Glenwood School; 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:

Green Communities Competitive Grant - $100,000

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES
100 CAMBRIDGE ST., SUITE 1020
BOSTON, MA 02114
Telephone: 617-626-7300
Facsimile: 617-727-0030

Deval L. Patrick
Governor

Maeve Vallely Bartlett
Secretary

Meg Lusardi
Acting Commissioner

July 14, 2014

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

Dear Mayor Sarno:

I am pleased to inform you that the Department of Energy Resources (DOER) Green Communities Division has approved an award of $100,000 for the following projects proposed in the city of Springfield's Green Communities Competitive Grant application:

List of Projects Funded:
• $100,000 Glenwood School – Steam boiler

The Division reviewed Springfield's grant application and has determined that this project meets the eligibility requirements of our Competitive Grant program. Please note that, due to the competitive nature of this grant program, **the use of these funds is restricted to the specifically approved projects listed above.**

Jane Pfister, Green Communities Grants Coordinator, will follow up with the contact listed in your competitive grant application to discuss next steps, including coordination of the grant contract process.

The Green Communities Division looks forward to working with the city of Springfield on your grant projects. We congratulate you on this grant award, and applaud your efforts to create a cleaner energy future for your community and for the Commonwealth as a whole.

Please do not hesitate to contact me at 617-626-7358 or by email at lisa.capone@state.ma.us with any questions you may have regarding your grant award.

Sincerely,

Lisa Capone, Deputy Director
Green Communities Division

City of Springfield

SCHEDULED

Meeting: 07/21/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2704

Stop Access (5034) - No Match Required $80,000 (Mayor Sarno)

WHEREAS, the Department of Health and Human Services has been awarded an increase of $80,000 to Stop Access Grant (5034) from State Department of Public Health, Bureau of Substance Abuse Services for the grant period July 1, 2014 through June 30, 2015; and

WHEREAS, the Department intends to use the grant funds to provide Stop Access prevention services; and

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

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

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

STOPS ACCESS (5034) - Increase: $80,000.00

The Commonwealth of Massachusetts

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

March 12, 2014

TO: **City Of Springfield**
RE: Contract# **INTF2354MM3901115034**

Attached please find a copy of the fully executed Standard Contract Form between your Agency and the Department of Public Health.

If you have any questions, please contact me at **617-624-6190** .

Sincerely,

Sokonthea Dao
POS Contract Manager

MAR 14 2014

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: City Of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department Of Public Health MMARS Department Code: DPH	
Legal Address: (W-9, W-4,T&C): 36 Court St, Springfield, MA 01103-1699		Business Mailing Address: 250 Washington Street, Boston, MA 02108	
Contract Manager: Helen R. Caulton-Harris		Billing Address (if different):	
E-Mail: hcaulton@springfieldcityhall.com		Contract Manager: Sokonthea Dao	
Phone: 413-787-6456	Fax: 413-787-6458	E-Mail: sokonthea.dao@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 617-624-6190	Fax: 617-624-5017
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): INTF2354MM3901115034 RFR/Procurement or Other ID Number: 901115	

__ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ Statewide Contract (OSD or an OSD-designated Department)
__ Collective Purchase (Attach OSD approval, scope, budget)
__ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)
__ Emergency Contract (Attach justification for emergency, scope, budget)
__ Contract Employee (Attach Employment Status Form, scope, budget)
__ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)

X CONTRACT AMENDMENT

Enter Current Contract End Date *Prior* to Amendment: 06/30 , 20 14 .
Enter Amendment Amount: $ 80,000.00. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)

X 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 X 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.)

X Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). $ 560,000.00.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle _X_ statutory/legal or Ready Payments (G.L. c. 29, § 23A);

___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)

Renewal or Extension Only

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.

X 2. may be incurred as of 07/01 , 20 14 , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

__ 3. were incurred as of ___, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of 06/30 , 20 15 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
X: Domenic J. Sarno Date: 1/23/14	X: _____ Date: 2/10/2014
(Signature and Date Must Be Handwritten At Time of Signature)	(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Domenic J. Sarno	Print Name: Sharon Dyer
Print Title: Mayor	Print Title: Director, Purchase of Service Office

The Commonwealth of Massachusetts

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

January 15, 2014

TO: City Of Springfield

RE: Contract# INTF2354MM3901115034

Enclosed please find for your review and signature a Standard Contract package. This package is a result of recent negotiations with the Department of Public Health, as specified in the attached cover letter and includes the items noted below. Please take note of the following:

NEW STANDARD CONTRACT/AMENDMENT/RENEWAL FORM:

Must be signed and dated **(Preferred BLUE INK).** Do not use correction fluid anywhere on the forms. If the provider information that is pre-filled in the upper left hand box is incorrect or missing, please contact me so that I can help you with the process to update. For instructions and hyperlinks, you can view this form at: www.mass.gov/osc under Guidance for Vendors-Forms or at www.mass.gov/osd under OSD Forms.

All attachments MUST be completed for your contract package to be processed.

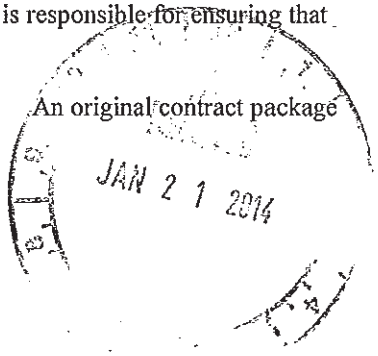
As of July 1, 2011 the POS Office will no longer be making copies of a completed contract package and returning to your contract manager. The POS Office will continue to send copies of all forms signed by a Department representative. Please make copies of all relevant documents for your files before sending your completed packet to the POS Office.

CONTRACTOR AUTHORIZED SIGNATORY LISTING AND AUTHENTICATION FORM:

An original Contractor Authorized Signatory Listing form must be submitted for each new contract package. Once an original is in the contract file, the provider/vendor can include a copy of the Contract Authorized Signatory Listing (first page only) with each subsequent contract amendment package, unless there is a change to the person who signed the Listing, or a name/s on the Contractor Authorized Signatory Listing changes. The contractor/vendor is responsible for ensuring that both pages are current.

If you have any questions, please contact **Sokonthea Dao** at **617-624-6190** . An original contract package must be completed by **January 29, 2014** and mailed to:

Department of Public Health
Purchase of Service Office
250 Washington Street, 8th Floor
Boston, MA 02108-4619
ATTENTION: **Sokonthea Dao**



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

Tel: 617-624-5000
Fax: 617-624-5206
www.mass.gov/dph

DEVAL L. PATRICK
GOVERNOR

JOHN W. POLANOWICZ
SECRETARY

CHERYL BARTLETT
COMMISSIONER

January 15, 2014

Helen Caulton-Harris
City of Springfield, Department of Health and Human Services
95 State Street, Suite 201
Springfield MA 01103

Dear Ms. Caulton-Harris:

This is to inform you that the Massachusetts Department of Public Health, Bureau of Substance Abuse Services has renewed your contract to provide Substance Abuse Underage Drinking services. This contract, INTF2354MM3901115034 has been renewed in the amount of $80,000.00 and will be in effect from July 1, 2014 through June 30, 2015.

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

This award contains funds from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal government, #4512-9069 (CFDA#93.959).

Please return the enclosed contract amendment package as soon as possible. If you have any questions, please contact the Bureau at (617) 624-5146 or the Purchase of Service Office at (617) 624-5800.

Charles A. Whiteman, Director of Administration and Finance
Bureau of Substance Abuse Services

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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CONTRACTOR LEGAL NAME: City Of Springfield (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Department Of Public Health MMARS Department Code: DPH
Legal Address: (W-9, W-4,T&C): 36 Court St, Springfield, MA 01103-1699	Business Mailing Address: 250 Washington Street, Boston, MA 02108
Contract Manager: Helen R. Caulton-Harris	Billing Address (if different):
E-Mail: hcaulton@springfieldcityhall.com	Contract Manager: Sokonthea Dao
Phone: 413-787-6456 Fax: 413-787-6458	E-Mail: sokonthea.dao@state.ma.us
Contractor Vendor Code: VC6000192140	Phone: 617-624-6190 Fax: 617-624-5017
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): INTF2354MM3901115034 RFR/Procurement or Other ID Number: 901115

__ NEW CONTRACT	X CONTRACT AMENDMENT
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) __ Statewide Contract (OSD or an OSD-designated Department) __ Collective Purchase (Attach OSD approval, scope, budget) __ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) __ Emergency Contract (Attach justification for emergency, scope, budget) __ Contract Employee (Attach Employment Status Form, scope, budget) __ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	Enter Current Contract End Date Prior to Amendment: 06/30 , 20 14 . Enter Amendment Amount: $ 80,000.00. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) X 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 X 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.)

X Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). $ 560,000.00.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle X statutory/legal or Ready Payments (G.L. c. 29, § 23A);

___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)

Renewal or Extension Only

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.

X 2. may be incurred as of 07/01 , 20 14 , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

__ 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of 06/30 , 20 15 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
X: _____, Date: _____, (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____, Print Title: _____,	X: _____, Date: _____, (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Sharon Dyer , Print Title: Director, Purchase of Service Office .

93.959

FY: 2014 Amendment # (if Applicable): _____ If Federal Funds, CFDA#

PURCHASE OF SERVICE – ATTACHMENT 1: PROGRAM COVER PAGE

PROGRAM INFORMATION

Contractor Name: City Of Springfield	Department Name: Massachusetts Department of Public Health
Program Type: Substance Abuse Prevention Programs	Document ID #: INTF2354MM3901115034
Program Name: SAPI Coalition	UFR Program:
Program Address: 95 State Street, Suite 201	MMARS Program Code: 4941
City/State/Zip: Springfield, MA 01103-1699	Other Reference Information (Information Purposes Only):
Contact Person: Helen R. Caulton-Harris Telephone: 413-787-6456	Contact Person: Sokonthea Dao Telephone: 617-624-6190

RFR INFORMATION: [ ] Attached [X] RFR Reference # 901115

[ ] Legislative exemption [ ] Emergency [ ] Collective Purchase [ ] Interim [X] Amendment

SCOPE OF SERVICES: [ ] Bidders Response Attached [X] Description of Services Attached

TOTAL ANTICIPATED CONTRACT DURATION: 07/01/2008 to 06/30/2015

INITIAL DURATION: 07/01/2008 to 06/30/2011

OPTIONS TO RENEW: *******Refer to RFR for options to renew and for years each option*******

FISCAL TERMS

Price is established through: (Check 1, 2, or 3)

[ ] OPTION 1: PRICE AGREEMENT (list price)

$ _____

Rate Regulation (if any) _____

[ ] OPTION 2: SUMMARY BUDGET ("T" Lines only)

[ ] Unit Rate

[ ] Cost Reimbursement

[ ] Other _____

[X] OPTION 3: COMPLETED BUDGET

[X] Cost Reimbursement

[ ] Unit Rate

[ ] Other _____

FUNDING SUMMARY

Prior Years		Current Years		Future Years	
FY	Amount	FY	Amount	FY	Amount
2013	$ 80,000.00	2014	$ 80,000.00	2015	$ 80,000.00
2012	$ 80,000.00				
2011	$ 80,000.00				
2010	$ 80,000.00				
2009	$ 80,000.00				
Total:	$ 400,000.00	Total:	$ 80,000.00	Total:	$ 80,000.00

Multi Years Total: $ 560,000.00

Current Max Obligation: $_____ Unit Rate: $_____ per _____ # Billable Units: _____

Additional Payment or Price Specifications:

Scope of Services

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

Contract ID #: City of Springfield #INTF2354MM3901115034

New Contract*

Identify in detail the scope of services in terms of performance for a new contract. Services provided must be in accordance with the budget and the terms and conditions of the federal grant (if applicable).

Contract Amendment

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

Increase :

Decrease

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

Other

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

RENEWAL (COST REIMBURSEMENT)

The underage Drinking Prevention programs are funded to follow the Strategic Prevention Framework and to implement environmental strategies to prevent substance abuse with particular emphasis on underage drinking.

Created 7/11/2011/Updated July 22, 2011

* This form will only be included with packages where a procurement exception (waiver) supports the contract.

Issued May 2004

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

_____ Date:
Signature

Title: Telephone:

Fax: Email:

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Sensitivity level – low
DPH Form: Dec. 28, 2010

Issued Ma
2004

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

It is required that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 _____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 _____.

AFFIX CORPORATE SEAL

FY:2015 Contractor Name: Amendment #,if Applicable: If Federal Funds, CFDA #:

PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

Program Name:	Document ID#:	MMARS Activity Code:	Program Type:	UFR Prog. #:

		Current		Amend. Change		New		COST REIMBURSEMENT ONLY		
		FTE	Amount	FTE	Amount	FTE	Amount	Offset	Source	Reimbursable Cost
	Program Component									
UFR Title #	Direct Care/Program Support Staff/Overtime/ Shift Differential & Relief (Titles 101-141)									
	SUBTOTAL STAFF									
150	Payroll Taxes									
151	Fringe Benefits									
T 100	**Total Direct Care/Program Staff**									
Title	Occupancy									
301	Program Facilities									
* 390	Fac. Oper/Main/Furn									
T 300	**Total Occupancy**									
UFR Title	Other Direct Care/Program Support									
201	Direct Care Consultant									
202	Temporary Help									
203	Clients/Caregivers. Reimb/Stipends									
206	Subcontract Dir.Care		70,000.00							
204	Staff Training									
205	Staff Mileage/Travel									
207	Meals									
208	Contracted Client Trans.									
* 208	Vehicle Expenses									
* 208	Vehicle Depreciation									
209	Incid. Health/Med Care									
211	Client Per. Allowances									
212	Prov. of Material Good									
214	Direct Client Wages									
214	Other Commercial Prod. & Svs.									
* 215	Program Supplies/Mat									
T 200	**Total Other Direct Care/Program**									
Title	Direct Admin Expenses									
216	Program Support									
* 510 (410 & 390)	Other Direct Administrative Expenses									
T 500	**Total Direct Administrative Exp.**									
T	SUBTOTAL PROGRAM COSTS									
* 410	**Agency Admin. Support Allocation**	%	$ 10,000							
T	PROGRAM TOTAL	80,000.00								80,000

Commercial Fee, if applicable, for for-profit contractors only (for informational purposes only; not to be included in the price paid by the Commonwealth): %___ $___: N/A for Cost Reimbursement

A. $ _____ Subtotal of offsets which are for non-reimbursable costs.

Non-reimbursable costs must be shown in detail on Attachment 5 when the program is subject to the provisions of Federal OMB Circular A-122 and/or 808 CMR 1.00.

* Contractor's Board approved capitalization level relative to any negotiated expense costs in lines 208, 215, 390 or 410 is $_____

UFR
UFR PROGRAM COMPONENT AND TITLE DESCRIPTIONS
UNDER 808 CMR 1.00

Commonwealth of Massachusetts | Executive Office for Administration & Finance | Operational Services Division
Fiscal Year 2011
Rev. 2011

BASIC CONCEPTS

PROGRAM REQUIREMENTS

The terms of the contract program budget govern the selection of the proper program components and titles to be used in the UFR. For example, if the contract program budget indicates that the program is to employ a "Social Worker-LICSW," UFR Title number 124 in category number 1 Direct Care/Program Staff, this position must also be disclosed in the UFR using the same UFR component and title. The program specifications included in the proposal furnished in response to the Request for Proposal (RFP) that was negotiated and incorporated into the contract with the purchasing department must be consistent with the definitions and specifications contained in this document. The UFR title number for a LSW (UFR Title number 126) should be disclosed if a LSW is currently employed in the program rather than the LICSW that was included in the negotiated contract. In most cases it is expected that budgeted and negotiated position should be the same as those disclosed in the UFR.

CREDENTIALS

Direct care/program staff components are defined, in part, in terms of required credentials. It is not relevant to the proper classification of a position that a staff member who currently fills the position possesses a particular credential, unless the RFR or contract requires the credential for that position.

FUNCTION vs. TITLE

Direct care/program staff components are determined by their program function. For example, a licensed physician should be classified as a "Physician" only if the physician provides medical care as outlined in the component definition. If a physician performs the functions of a "Program Director", then that component should be used.

It is the functional definition, not the title, which governs the definition of a particular component and UFR Title. A program's "Residence Director", for example, may be classified as a Program Manager, Program Director, Assistant Program Director, or Supervisor, depending upon the actual functions performed and the scope of responsibility involved. Yet the fact that the titles used in this document coincide with titles customarily used by program staff does not settle the question of proper classification. Again, this document's definitions govern. A particular program position is classified as a "Case Worker/Manager", rather than as a "Counselor", if the required credentials and responsibilities coincide more closely with the definition of "Case Worker".

This document is formatted to establish a hierarchical schedule for the components, e.g. the Program Director would report to the Program Manager, and a Direct Care/ Program Staff I would report to a Direct Care/ Program Staff Supervisor. All direct care or program staff positions which are not specifically defined in this document, such as American Sign Language interpreter, phlebotomist, instructor, resource librarian, medical technician, health education specialist, work procurement specialist, certified occupational therapy assistant, etc., should be classified as "Direct Care/Program Staff I, II or III," as appropriate.

CATEGORY 1: DIRECT CARE / PROGRAM STAFF

Category 1 includes direct care staff/program staff required to provide direct care or deliver other primary program services. (Components 101-151)

Code	Description
101	**Program Function Manager:** An individual who has overall responsibility for the management, oversight and coordination of a programmatic functional area within or across programs as in the case of "Medical Director", "Residence Director", "Clinical Director", "Education Director", etc. (Compensation for individuals whose primary responsibilities are administrative and cut across several programs should be classified under 410 - "Agency and Program Administration and Support" component.)
102	**Program Director:** An individual who has overall responsibility for the daily operation of one or more individual programs.
103	**Assistant Program Director:** An individual, who reports directly to the Program Director, acts for the Program Director in his/her absence and functions as an advisor/assistant to the Program Director.
104	**Supervising Professional:** A credentialed professional (Physician, Psychiatrist, Social Worker, Nurse, etc.) whose primary responsibility is the supervision of fellow credentialed professionals in the daily performance of their programmatic functions. A professional whose duties chiefly entail supervision of nonprofessionals or paraprofessionals should be classified under 133 - Direct Care/ Program Staff Supervisor. Supervisors assigned to this component may also provide incidental direct client care.
105	**Physician:** A Board of Registration in Medicine-licensed or Board-eligible physician (including all medical specialties, e.g., dentist, podiatrist except psychiatry Component 121) with either a MD or DO degree whose primary responsibility is delivery or supervision of health/medical care to program participants.
106	**Physician's Assistant:** An individual registered as a physician's assistant by the Department of Public Health and functioning in that capacity.
107	**Registered Nurse - Master's, Nurse Psychiatric Mental Health Specialist, Nurse Practitioner, and Nurse - Midwife.:** An individual who possesses a Master's degree in nursing and/or is registered by the Board of Registration in Nursing as a registered nurse and is practicing in an expanded role and functioning in any of the above capacities.
108	**Registered Nurse:** An individual who is licensed as a registered nurse by the Board of Registration in Nursing (both BSNs and others), does not possess a Master's degree and is engaged in nursing duties.
109	**Licensed Practical Nurse:** A person licensed as a practical nurse by the Board of Registration in Nursing and engaged in nursing duties.
110	**Pharmacist:** A person licensed by the Board of Registration in Pharmacy and functioning as a pharmacist.
111	**Occupational Therapist:** An individual registered as an occupational therapist by the Board of Registration in Allied Health Professionals and who provides occupational therapy.

112	**Physical Therapist:** A person registered as a physical therapist by the Board of Registration in Allied Health Professionals and who provides physical therapy.
113	**Speech/Language Pathologist, Audiologist:** An individual registered as a Speech/Language Pathologist or as an Audiologist by the Board of Registration in Speech/ Language Pathology and Audiology and who provides speech and hearing therapy.
114	**Dietitian/Nutritionist:** An individual registered as a dietitian by the Commission on Dietetic Registration of the American Dietetic Association and providing nutritional counseling, education, supervision of meal/menu preparation, or an individual with a Bachelor's or Master's degree in nutrition who provides nutritional counseling, education, supervision of meal/menu preparation.
115	**Special Education Teacher:** A teacher certified in special education by the Massachusetts Department of Education and working in that capacity.
116	**Teacher:** A teacher holding teacher certification by the Massachusetts Department of Education in an area other than special education and working in that capacity.
117	**Day Care Director:** An individual certified by the Office for Children as a Day Care Director and functioning in that capacity.
118	**Day Care Lead Teacher:** An individual certified by the Office for Children as a Day Care Lead Teacher and functioning in that capacity.
119	**Day Care Teacher:** An individual certified by the Office for Children as a Day Care Teacher and functioning in that capacity.
120	**Day Care Assistant Teacher/Aide:** An individual certified by the Office for Children as a Day Care Assistant Teacher/Aide and functioning in that capacity.
121	**Psychiatrist:** An individual licensed to practice medicine, certified or eligible for certification by the American Board of Psychiatry and primarily involved in rendering or directing psychiatric care.
122	**Psychologist - Doctorate:** An individual holding a doctoral degree in psychology (including behavioral psychologists and neuropsychologists), or a closely related field, registered as a psychologist by the Board of Registration of Psychologists and primarily engaged in providing diagnostic evaluations, psychological counseling/therapy or development and implementation of behavioral treatment plans.
123	**Clinician (*formerly Psychologist - Master's*):** An individual holding a Master's degree in psychology (including behavioral psychologists) or a closely related field and primarily engaged in providing diagnostic evaluations, psychological counseling or development and implementation of behavioral treatment plans.
124	**Social Worker - LICSW:** An individual registered as a Licensed Independent Clinical Social Worker by the Board of Registration of Social Workers and primarily engaged in providing diagnostic evaluations, psychological counseling/therapy or development and implementation of behavioral treatment plans.
125	**Social Worker - LCSW:** An individual registered as a Licensed Certified Social Worker by the Board of Registration of Social Workers and providing social work services.
126	**Social Worker - LSW:** An individual registered as a Licensed Social Worker by the Board of Registration of Social Workers and providing social work services (including casework/counseling).
127	**Licensed Counselor:** An individual with at least a Master's degree in counseling, or a related discipline, who is licensed by the appropriate Board of Registration and who provides counseling services.
128	**Certified Vocational Rehabilitation Counselor:** An individual who is certified by the Committee on Accreditation of Rehabilitation Facilities and who provides vocational rehabilitation counseling.
129	**Certified Alcoholism Counselor, Certified Drug Abuse Counselor, Certified Alcoholism/Drug Abuse Counselor:** An individual who is registered as either an Alcoholism Counselor, a Drug Abuse Counselor or both by the Massachusetts Board of Substance Abuse Counselor Certification and who provides counseling services for substance abusers.
130	**Counselor:** An individual who provides therapeutic or instructive counseling to program clients/service recipients.
131	**Case Worker/Manager - Master's:** An individual possessing at least a Master's degree in counseling, or a closely related discipline, who provides casework/case management services including service eligibility determination, service plan development, service coordination, resource development, advocacy, etc.
132	**Case Worker/Manager:** An individual who provides casework/case management services, including service eligibility determination, service plan development, service coordination, resource development, advocacy, etc.
133	**Direct Care/Program Staff Supervisor:** A staff member whose primary responsibility is the supervision of nonprofessional or paraprofessional direct care/program staff in the performance of their programmatic functions or whose duties involve significant responsibility for program operations or logistics. A supervisor in this component may also perform direct client care.
134	**Direct Care/Program Staff III:** Staff, other than those defined above, requiring a doctoral or Master's degree, specific credentials or licensure, significant experience, or specialized skills, who are responsible for the general daily care of program clients/service recipients or for primary program service delivery. This category may also be used to reflect a bilingually (including American Sign Language) or specialized staff requirements necessary to serve the developmental needs of the client(s) for staff otherwise categorized as Direct Care/Program Staff II.
135	**Direct Care/Program Staff II:** Staff, other than those defined above, requiring a Bachelor's degree, experience or specific skills, which are responsible for the general daily care of program clients/service recipients or for primary program service delivery. This category may also be used to reflect a bilingually (including American Sign Language) or specialized staff requirements based on the developmental needs of the client(s) for staff otherwise categorized as Direct Care/Program Staff I.
136	**Direct Care/Program Staff I:** Staff, other than those defined above, who are responsible for the general daily care of program clients/service recipients or for primary program service delivery. This includes relief employees on payroll.
137	**Program Secretarial, Clerical Staff:** Program secretarial and clerical staff required carrying on direct program clerical activities such as program or client record keeping. Accounting/Billing Staff. Staff assigned not assigned to a program but to duties related to functions of administration and overall direction of the agency are included as part of the Agency and Program Administration & Support component (Component 410).
138	**Program Support, Housekeeping, Maintenance, Janitorial, Groundskeeper, Driver, Cook:** Program housekeeping, maintenance and janitorial staff, ground keepers, drivers or cooks and staff who carry out direct program activities for client health and safety. Staff assigned to administrative facilities and functions is included in the Agency and Program Administration

	& Support component (Component 410).
139	**Direct Care Overtime Expense:** Overtime payroll expense paid to exempt and nonexempt employees pursuant to discretionary overtime policies of the organizations, the U.S. Fair Labor Standards Act of 1938 and the Commonwealth's Minimum Fair Wage Law of MGL Chapter 151. Overtime payment represents the total amount of pay furnished for the time worked after the overtime threshold has been exceeded. Overtime pay is composed of strait time (regular fulltime pay for the time worked after the threshold has been exceeded) plus additional compensation furnished to an individual after the overtime time threshold has been exceeded (Time and ½ (or greater) for nonexempt employees working in excess of 40 hours per week). Discretionary overtime policies of the organizations may provide exempt employees with overtime using a threshold that may be greater or lesser than required for nonexempt employees.
140	**Shift Differential Salary Expense:** Salary expense incurred for providing on call services and working late night and early morning shifts. For instance, a nurse that is employed in a program who works full-time in the first shift may be paid less than the same type of nurse working full-time in the third shift. The nurse working in the second or third shift is paid the same full-time salary but receives an additional incentive payment or differential payment for working the third shift because working the third shift is a hardship. Similarly, the nurses noted above might receive payments in addition to their full-time salary and any overtime paid if the nurse agrees to be on call on days off in case the nurse's service is needed for an emergency.
141	**Relief Staff Expense:** Payments to an individual to provide direct care services to relieve regular employees of their direct care duties on a temporary basis. Individuals providing temporary direct care services may not be an employee of the Contractor employed to provide the same type of employment services as the relief staff services. This expense is related to individuals not considered to be independent Contractors and/or employees of the organization that are not entitled to receive overtime payments for furnishing direct care services to relieve regular employees of their duties on a temporary basis. Employees are generally entitled to receive overtime payments (not relief payments) if they occupy nonexempt positions and management permits them to work in excess of 40 hours a week to furnish employment services. Individuals not employed by the organization are considered independent Contractors if they were paid more than $600 during the year the services were furnished to the organization. The organization is required to furnish the independent Contractor noted above with an IRS form 1099MISC. See Title 202 for relief staff services furnished on a contracted basis.
150	**Payroll Taxes:** Employer's share of FICA, MUICA, Worker's Compensation Insurance, FUTA (in the case of For-Profit Providers) and other payroll taxes paid by the employer on the direct care/program staff listed in category 1 on the budget.
151	**Fringe Benefits:** Life, health and medical insurance, pension and annuity plan contributions, day care, tuition benefits and all other non-salary/wage benefits received by the direct care/program staff listed in category 1 on the budget as compensation for their personal services.

CATEGORY 2: OTHER DIRECT CARE/PROGRAM RESOURCES

(Components 201 - 216): Category 2 includes resources, other than direct care staff/program staff, required to carry out direct client care or support the delivery of other primary program services.

201	**Direct Care Program Consultants:** Individuals possessing specialized experience or expertise in matters of individual service plan design, program design, program management or operation and who are engaged to provide technical assistance on matters of appropriate client care, program design, etc.
202	**Temporary Help:** Individuals, in some cases, possessing specialized skills or expertise in client care and treatment, engaged on an "as needed", "on call", "standby" or "specialist" basis, to provide client care or treatment. This component includes contracted relief staff services furnished by individuals or organizations.
203	**Provider Reimbursement/Stipends:** Per diem reimbursement to independent individual care givers (not provider agency employees), such as family day care providers, specialized home care providers or foster families, to compensate them for their personal services and/or to defray all or a portion of the costs associated with client care in their homes.
204	**Staff Training:** Formal instruction to meet professional continuing education requirements, to satisfy program licensure requirements or to enable direct care staff to acquire and maintain acceptable levels of knowledge, skill and proficiency for the routine performance of their assigned functions. (Note that the staff time devoted to training should be included in the calculation of required direct care staff FTEs. Staff tuition/educational benefits paid, as a condition of employment should be included in "Fringe Benefits" Component 151.)
205	**Staff Mileage/Travel:** Direct care staff travel within the normal scope of the staff members' assigned duties. This category includes use of a staff member's own vehicle, as well as public transportation.
206	**Subcontracted Direct Care:** Client care or other program services which are a primary and integral part of the total program but which are furnished to the program, under contract, by a separate program of another provider.
207	**Meals:** Food, cooking materials, and other resources (other than staff compensation) required for the planning, preparation and serving of meals and snacks to clients and, if programmatically necessary, to staff.
208	**Client Transportation:** The resources (other than staff compensation) associated with transportation of clients to, from or among program sites as a routine part of program participation. This component shall include Provider-owned vehicles (depreciation and finance charges) or leased vehicles, all associated operating, maintenance, insurance and non-owned auto insurance costs, contracted transportation, etc.
209	**Incidental Health/Medical Care:** The resources (other than staff compensation) associated with providing health/medical care on an as needed or emergency basis (including ambulance services) to clients of a program, which is not primarily intended to address the on-going medical needs of program participants.
210	**Medicine/Pharmacy:** The resources (other than staff compensation) associated with on-site inventory and administration of medically necessary prescription pharmaceuticals, patent medicines and medical supplies.
211	**Client Personal Allowances:** Cash paid to program clients as an incentive to program participation, as part of instruction in money management, to give clients a measure of economic independence, to acquire personal items, or other program purpose. This category includes "indirect" client wages (i.e. "wages" which are not related to the economic value of the client's work product/productivity).
212	**Provision of Material Goods, Services and Benefits:** Resources, other than those defined above, associated with provision of material goods or services - such as prosthetic and adaptive devices, nutrition or day care vouchers - to eligible program

	clients/recipients.
213	**Data Processing:** Resources (other than staff compensation) associated with the collection, analysis and reporting of data as a program and agency administrative support function, including owned (depreciation and finance charges only) or leased computer hardware and software. These resources should be included in the agency and program administrative support component 410.
214	**Commercial Income Resources:** Resources, other than those defined above, such as consumer wages, benefits and taxes, raw materials, production equipment and consumables, freight and transportation, and marketing associated with the use of client labor in the production or assembly of a product or service as a part of the client's program of vocational training/rehabilitation or sheltered employment.
215	**Program Supplies, Materials and Expendable Items of Equipment and Furnishings:** Program residential, educational, vocational and recreational supplies and materials and expendable items of equipment and furnishings that are not required to be capitalized and are routinely needed for ongoing direct client care or program service delivery.
216	**Program Support:** This component is for direct administrative program support that is associated with a single program(s) and NOT allocated across programs as an indirect cost or identified in component title 410 as other professional fees, office equipment depreciation, professional insurance, and working capital interest or in title 390 as leased office equipment and office furnishing used in a program. This component **does not include personnel**; all program personnel must be included in components 101 - 138. Program support is for costs separately identified in a POS program contract budget of Attachment 3 on the line titled Program Support. **These costs are intended to meet the specialized and/or non-recurring needs of the program, which may include maintenance, and accreditation fees.** This component title may not include resources defined as Non-Reimbursable Costs by regulation 808 CMR 1.05 (Effective 2\1\97 808 CMR 1.05), e.g., certain consultant compensation, current expensing of capital budgets, fund-raising etc.

CATEGORY 3: OCCUPANCY

301	**Program Facilities:** Owned or leased program facilities and grounds (including rent or mortgage interest and building depreciation). This component may not include the costs of principal or amortization, which is non-reimbursable, costs under 808 CMR 1.00.
390	**Facilities Operation, Maintenance, Equipment and Furnishing:** This category includes all resources associated with occupancy; furnishing and maintenance of program facilities, including all utilities (other than telephone), contracted housekeeping, laundry, contracted grounds keeping, routine repair and maintenance, leased office equipment and office furnishings and equipment and routine replacement (depreciation and finance charges only) of capitalized program furnishings and equipment, property and general liability insurance, real estate taxes or payments in lieu of taxes, and all other such resources/expenses. This component does not include the cost of employees on the payroll (see 138 - Program Support Housekeeping, Maintenance, Groundskeeper, Janitorial, Driver, and Cook).

CATEGORY 4: ADMINISTRATIVE SUPPORT

410	**Agency and Program Administration and Support:** This component is for resources related to administration and support activities that are both directly related to a program (direct costs) and those that are related to the overall direction of the agency. Cost associated with the overall direction of the agency may cross all agency programs and are not directly associated with any one program or a combination of programs but provide indirect benefit to those programs (indirect administration). Costs providing indirect benefit to programs include administrative costs, management and general costs and all resources reasonably necessary for the policy making, management, and administration related to the overall direction of the organization that are separately disclosed in the Statement of Functional Expenses Administration (MNGT. & GEN) column. Indirect administrative costs are also allocated to a program or programs as Admin (M&G) Reporting Center cost on 52E of the Admin (m&g) column of Organization Supplemental Information Schedule A to line 52E of the Program Supplemental Information Schedule B. These indirect Agency Administration costs indirectly benefiting a POS program are included in Attachment 3 of the POS contract budget on the line titled Agency Admin Support Allocation. In addition, this title includes administrative costs directly benefiting a program or programs that are charged to that program or programs as direct costs (ex. program other professional fees, program professional insurance, and program office equipment depreciation and working capital interest). Administrative costs that directly benefit programs are included in Attachment 3 of the POS contract budget on the line titled Other Direct Administrative Costs. Leased office equipment and office furnishings that are used in a program are disclosed in title 390 Facilities Operation, Maintenance, Equipment and Furnishing and included in Attachment 3 of the POS contract budget on the line titled Other Direct Administrative Costs. All other administrative costs that directly benefit a program and meet the specialized needs of the program are contained in title 216 Program Support. Title 216 Program Support costs are included in Attachment 3 of the POS contract budget on the line titled Program Support. Administration and support costs include but are not limited to administrative, clerical and support personnel (use title 137 if clerical and support personnel are assigned to a program), office supplies and materials, leasing or routine replacement (depreciation and financing interest only) of office equipment, telephone, costs related to occupancy of administrative premises, advertising and recruitment, postage, printing and reproduction, administrative and support staff training and travel, officer/director/trustee compensation, parent organization costs, legal, auditing, management consultants and other professional fees, working capital interest, directors and officers insurance, and all other similar or related resources/expenses. The reimbursable price may not include resources defined as Non-Reimbursable Costs by regulation 808 CMR 1.05 (Effective 2\1\97 808 CMR 1.05), e.g., fund-raising or discriminatory benefits. See component title 216 Program Support for related activity.

CATEGORY 5:

510	**Not in Use at DPH** (DPH only uses cost reimbursement budgets, line 510 is not appropriate).

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	7/11/2014
Department Requesting Grant Setup	SHHS
Department Phone # (Please include extension)	6710
Name and Title of Person to Contact in Case of Questions	Helen Caulton-Harris
Was this Grant previously setup for a prior fiscal year?	Yes
If yes, please indicate your previous project number:	18314

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
XX	State – City
	Private/Other

Grant Name: STOP ACCESS 5034

Total Grant Amount Awarded: $ 80,000

Is this a Reimbursable Grant? (Y/N) YES
A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

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

Entity Name	MA SEPT OF PUBLIC HEALTH
Contact Person	SOKONTHEA DAO
Street Address	250 WASHINGTON ST
City, State, Zip Code	BOSTON, MA 02108
Telephone	617-624-6190
Fax	617-627-5017
E-Mail	

Actual Award Date	2/10/2014
Board Approval Date	
Start Date	7/1/2014
Expiration Date	6/30/2015

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

Comments re: Description/Purpose of Grant
To provide Substance Abuse Underage Drinking Services

Comments re: Conditions/Restrictions of Grant
See budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?
(Ex: Monthly, Quarterly) Monthly

If payment is to be sent by Grantor as a Wire,
Please enter any wire reference/identification # that may be used (if known)
INTF2354MM30901115034

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

Org Code: 28975205

Object Codes: 530105, 533100

Budget Roll-Up Codes: YES

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

Signature

7/15/2014
Date

Please attach the following documents:

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

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

City of Springfield

SCHEDULED

Meeting: 07/21/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2703

Stop Access (5035) - No Match Required $80,000.00 (Mayor Sarno)

WHEREAS, the Department of Health and Human Services has been awarded an increase of $80,000 to Stop Access Grant (5035) from State Department of Public Health, Bureau of Substance Abuse Services for the grant period July 1, 2014 through June 30, 2015; and

WHEREAS, the Department intends to use the grant funds to provide Stop Access prevention services; and

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

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

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

STOPS ACCESS (5035) - Increase: $80,000.00

The Commonwealth of Massachusetts

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

March 12, 2014

TO: **City Of Springfield**
RE: Contract# **INTF2354MM3901115035**

Attached please find a copy of the fully executed Standard Contract Form between your Agency and the Department of Public Health.

If you have any questions, please contact me at **617-624-6190** .

Sincerely,

Sokonthea Dao
POS Contract Manager

MAR 14 2014

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: City Of Springfield (and d/b/a):	**COMMONWEALTH DEPARTMENT NAME:** Department Of Public Health **MMARS Department Code:** DPH
Legal Address: (W-9, W-4,T&C): 36 Court St, Springfield, MA 01103-1699	**Business Mailing Address:** 250 Washington Street, Boston, MA 02108
Contract Manager: Maureen Morrissey	**Billing Address** (if different):
E-Mail: mmorrissey@springfieldcityhall.com	**Contract Manager:** Sokonthea Dao
Phone: 413-787-6822 **Fax:** 413-787-6458	**E-Mail:** sokonthea.dao@state.ma.us
Contractor Vendor Code: VC6000192140	**Phone:** 617-624-6190 **Fax:** 617-624-5017
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)	**MMARS Doc ID(s):** INTF2354MM3901115035 **RFR/Procurement or Other ID Number:** 901115
__ NEW CONTRACT	X CONTRACT AMENDMENT
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) __ Statewide Contract (OSD or an OSD-designated Department) __ Collective Purchase (Attach OSD approval, scope, budget) __ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) __ Emergency Contract (Attach justification for emergency, scope, budget) __ Contract Employee (Attach Employment Status Form, scope, budget) __ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	Enter **Current Contract End Date** *Prior* to Amendment: 06/30 , 20 14 . Enter **Amendment Amount:** $ 80,000.00. (or "no change") **AMENDMENT TYPE:** (Check one option only. Attach details of Amendment changes.) X 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 X 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.)

X Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). $ 600,000.00.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle X statutory/legal or Ready Payments (G.L. c. 29, § 23A);

___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)

Renewal or Extension Only

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.

X 2. may be incurred as of 07/01 , 20 14 , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

__ 3. were incurred as of ___, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of 06/30 , 20 15 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: Domenic J. Sarno Date: 1/23/14 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Domenic J. Sarno Print Title: Mayor	**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:** X: Date: 2/10/2014 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Sharon Dyer Print Title: Director, Purchase of Service Office

The Commonwealth of Massachusetts

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

10

January 15, 2014

TO: **City Of Springfield** RE: Contract# **INTF2354MM3901115035**

Enclosed please find for your review and signature a Standard Contract package. This package is a result of recent negotiations with the Department of Public Health, as specified in the attached cover letter and includes the items noted below. Please take note of the following:

NEW STANDARD CONTRACT/AMENDMENT/RENEWAL FORM:

Must be signed and dated **(Preferred BLUE INK).** Do not use correction fluid anywhere on the forms. If the provider information that is pre-filled in the upper left hand box is incorrect or missing, please contact me so that I can help you with the process to update. For instructions and hyperlinks, you can view this form at: www.mass.gov/osc under Guidance for Vendors-Forms or at www.mass.gov/osd under OSD Forms.

All attachments MUST be completed for your contract package to be processed.

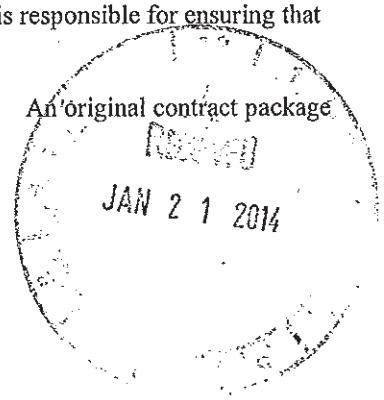
As of July 1, 2011 the POS Office will no longer be making copies of a completed contract package and returning to your contract manager. The POS Office will continue to send copies of all forms signed by a Department representative. Please make copies of all relevant documents for your files before sending your completed packet to the POS Office.

CONTRACTOR AUTHORIZED SIGNATORY LISTING AND AUTHENTICATION FORM:

An original Contractor Authorized Signatory Listing form must be submitted for each new contract package. Once an original is in the contract file, the provider/vendor can include a copy of the Contract Authorized Signatory Listing (first page only) with each subsequent contract amendment package, unless there is a change to the person who signed the Listing, or a name/s on the Contractor Authorized Signatory Listing changes. The contractor/vendor is responsible for ensuring that both pages are current.

If you have any questions, please contact **Sokonthea Dao** at **617-624-6190** . An original contract package must be completed by **January 29, 2014** and mailed to:

Department of Public Health
Purchase of Service Office
250 Washington Street, 8th Floor
Boston, MA 02108-4619
ATTENTION: **Sokonthea Dao**



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

Tel: 617-624-5000
Fax: 617-624-5206
www.mass.gov/dph

DEVAL L. PATRICK
GOVERNOR

JOHN W. POLANOWICZ
SECRETARY

CHERYL BARTLETT
COMMISSIONER

January 15, 2014

Helen Caulton-Harris
City of Springfield, Department of Health and Human Services
95 State Street, Suite 201
Springfield MA 01103

Dear Ms. Caulton-Harris:

This is to inform you that the Massachusetts Department of Public Health, Bureau of Substance Abuse Services has renewed your contract to provide Substance Abuse Underage Drinking services. This contract, INTF2354MM3901115035 has been renewed in the amount of $80,000.00 and will be in effect from July 1, 2014 through June 30, 2015.

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

This award contains funds from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal government, #4512-9069 (CFDA#93.959).

Please return the enclosed contract amendment package as soon as possible. If you have any questions, please contact the Bureau at (617) 624-5146 or the Purchase of Service Office at (617) 624-5800.

Charles A. Whiteman, Director of Administration and Finance
Bureau of Substance Abuse Services

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: City Of Springfield (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Department Of Public Health MMARS Department Code: DPH
Legal Address: (W-9, W-4,T&C): 36 Court St, Springfield, MA 01103-1699	Business Mailing Address: 250 Washington Street, Boston, MA 02108
Contract Manager: Maureen Morrissey	Billing Address (if different):
E-Mail: mmorrissey@springfieldcityhall.com	Contract Manager: Sokonthea Dao
Phone: 413-787-6822 Fax: 413-787-6458	E-Mail: sokonthea.dao@state.ma.us
Contractor Vendor Code: VC6000192140	Phone: 617-624-6190 Fax: 617-624-5017
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): INTF2354MM3901115035 RFR/Procurement or Other ID Number: 901115

__ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ Statewide Contract (OSD or an OSD-designated Department)
__ Collective Purchase (Attach OSD approval, scope, budget)
__ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)
__ Emergency Contract (Attach justification for emergency, scope, budget)
__ Contract Employee (Attach Employment Status Form, scope, budget)
__ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)

X CONTRACT AMENDMENT

Enter Current Contract End Date *Prior* to Amendment: 06/30 , 20 14 .
Enter Amendment Amount: $ 80,000.00. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)

X 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 X 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.

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CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
X: _____. Date: _____. (Signature and Date Must Be Handwritten At Time of Signature)	X: _____. Date: _____. (Signature and Date Must Be Handwritten At Time of Signature)
Print Name: _____.	Print Name: Sharon Dyer.
Print Title: _____.	Print Title: Director, Purchase of Service Office.

93.959

FY: 2014 Amendment # (if Applicable): _____ If Federal Funds, CFDA#

PURCHASE OF SERVICE – ATTACHMENT 1: PROGRAM COVER PAGE

PROGRAM INFORMATION

Contractor Name: City Of Springfield	Department Name: Massachusetts Department of Public Health
Program Type: Substance Abuse Prevention Programs	Document ID #: INTF2354MM3901115035
Program Name: SAPI Coalition	UFR Program:
Program Address: 95 State Street, Suite 201	MMARS Program Code: 4941
City/State/Zip: Springfield, MA 01103-1699	Other Reference Information (Information Purposes Only):
Contact Person: Maureen Morriissey Telephone: 413-787-6822	Contact Person: Sokonthea Dao Telephone: 617-624-6190

RFR INFORMATION: [ ] Attached [X] RFR Reference # 901115

[ ] Legislative exemption [ ] Emergency [ ] Collective Purchase [ ] Interim [X] Amendment

SCOPE OF SERVICES: [ ] Bidders Response Attached [X] Description of Services Attached

TOTAL ANTICIPATED CONTRACT DURATION: 07/01/2008 to 06/30/2015

INITIAL DURATION: 07/01/2008 to 06/30/2011

OPTIONS TO RENEW: ******Refer to RFR for options to renew and for years each option*******

FISCAL TERMS

Price is established through: (Check 1, 2, or 3)

[ ] OPTION 1: PRICE AGREEMENT (list price)

$ _____

Rate Regulation (if any) _____

[ ] OPTION 2: SUMMARY BUDGET ("T" Lines only)

[ ] Unit Rate

[ ] Cost Reimbursement

[ ] Other _____

[X] OPTION 3: COMPLETED BUDGET

[X] Cost Reimbursement

[ ] Unit Rate

[ ] Other _____

FUNDING SUMMARY

Prior Years		Current Years		Future Years	
FY	Amount	FY	Amount	FY	Amount
2013	$ 80,000.00	2014	$ 80,000.00	2015	$ 80,000.00
2012	$ 80,000.00				
2011	$ 108,000.00				
2010	$ 92,000.00				
2009	$ 80,000.00				
Total:	$ 440,000.00	Total:	$ 80,000.00	Total:	$ 80,000.00

Multi Years Total: $ 600,000.00

Current Max Obligation: $_____ Unit Rate: $_____ per _____ # Billable Units: _____

Additional Payment or Price Specifications:

Scope of Services

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

Contract ID #: City of Springfield #INTF2354MM3901115035

New Contract*

Identify in detail the scope of services in terms of performance for a new contract. Services provided must be in accordance with the budget and the terms and conditions of the federal grant (if applicable).

Contract Amendment

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

Increase :

Decrease

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

Other

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

RENEWAL (COST REIMBURSEMENT)

The underage Drinking Prevention programs are funded to follow the Strategic Prevention Framework and to implement environmental strategies to prevent substance abuse with particular emphasis on underage drinking.

Created 7/11/2011/Updated July 22, 2011

* This form will only be included with packages where a procurement exception (waiver) supports the contract.

Issued May 2004

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

_____ Date:
Signature

Title: Telephone:

Fax: Email:

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Sensitivity level – low
DPH Form: Dec. 28, 2010

Issued Ma
2004

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

It is required that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____
Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 _____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 _____.

AFFIX CORPORATE SEAL

FY:2015 Contractor Name: Amendment #,if Applicable: If Federal Funds, CFDA #:

PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

Program Name:	Document ID#:	MMARS Activity Code:	Program Type:	UFR Prog. #:

		Current		Amend. Change		New		COST REIMBURSEMENT ONLY		
		FTE	Amount	FTE	Amount	FTE	Amount	Offset	Source	Reimbursable Cost
	Program Component									
UFR Title #	Direct Care/Program Support Staff/Overtime/ Shift Differential & Relief (Titles 101-141)									
	SUBTOTAL STAFF									
150	Payroll Taxes									
151	Fringe Benefits									
T 100	**Total Direct Care/Program Staff**									
Title	Occupancy									
301	Program Facilities									
* 390	Fac. Oper/Main/Furn									
T 300	**Total Occupancy**									
UFR Title	Other Direct Care/Program Support									
201	Direct Care Consultant									
202	Temporary Help									
203	Clients/Caregivers. Reimb/Stipends									
206	Subcontract Dir.Care		70,000.00							
204	Staff Training									
205	Staff Mileage/Travel									
207	Meals									
208	Contracted Client Trans.									
* 208	Vehicle Expenses									
* 208	Vehicle Depreciation									
209	Incid. Health/Med Care									
211	Client Per. Allowances									
212	Prov. of Material Good									
214	Direct Client Wages									
214	Other Commercial Prod. & Svs.									
* 215	Program Supplies/Mat									
T 200	**Total Other Direct Care/Program**									
Title	Direct Admin Expenses									
216	Program Support									
* 510 (410 & 390)	Other Direct Administrative Expenses									
T 500	**Total Direct Administrative Exp.**									
T	**SUBTOTAL PROGRAM COSTS**									
* 410	**Agency Admin. Support Allocation**	%	$10,000							
T	**PROGRAM TOTAL**	80,000.00								80,000

Commercial Fee, if applicable, for for-profit contractors only (for informational purposes only; not to be included in the price paid by the Commonwealth): %___ $___: N/A for Cost Reimbursement

A. $ _____ Subtotal of offsets which are for non-reimbursable costs.

Non-reimbursable costs must be shown in detail on Attachment 5 when the program is subject to the provisions of Federal OMB Circular A-122 and/or 808 CMR 1.00.

*** Contractor's Board approved capitalization level relative to any negotiated expense costs in lines 208, 215, 390 or 410 is $_____**

UFR
UFR PROGRAM COMPONENT AND TITLE DESCRIPTIONS
UNDER 808 CMR 1.00

Commonwealth of Massachusetts | Executive Office for Administration & Finance | Operational Services Division
Fiscal Year 2011
Rev. 2011

BASIC CONCEPTS

PROGRAM REQUIREMENTS

The terms of the contract program budget govern the selection of the proper program components and titles to be used in the UFR. For example, if the contract program budget indicates that the program is to employ a "Social Worker-LICSW," UFR Title number 124 in category number 1 Direct Care/Program Staff, this position must also be disclosed in the UFR using the same UFR component and title. The program specifications included in the proposal furnished in response to the Request for Proposal (RFP) that was negotiated and incorporated into the contract with the purchasing department must be consistent with the definitions and specifications contained in this document. The UFR title number for a LSW (UFR Title number 126) should be disclosed if a LSW is currently employed in the program rather than the LICSW that was included in the negotiated contract. In most cases it is expected that budgeted and negotiated position should be the same as those disclosed in the UFR.

CREDENTIALS

Direct care/program staff components are defined, in part, in terms of required credentials. It is not relevant to the proper classification of a position that a staff member who currently fills the position possesses a particular credential, unless the RFR or contract requires the credential for that position.

FUNCTION vs. TITLE

Direct care/program staff components are determined by their program function. For example, a licensed physician should be classified as a "Physician" only if the physician provides medical care as outlined in the component definition. If a physician performs the functions of a "Program Director", then that component should be used.

It is the functional definition, not the title, which governs the definition of a particular component and UFR Title. A program's "Residence Director", for example, may be classified as a Program Manager, Program Director, Assistant Program Director, or Supervisor, depending upon the actual functions performed and the scope of responsibility involved. Yet the fact that the titles used in this document coincide with titles customarily used by program staff does not settle the question of proper classification. Again, this document's definitions govern. A particular program position is classified as a "Case Worker/Manager", rather than as a "Counselor", if the required credentials and responsibilities coincide more closely with the definition of "Case Worker".

This document is formatted to establish a hierarchical schedule for the components, e.g. the Program Director would report to the Program Manager, and a Direct Care/ Program Staff I would report to a Direct Care/ Program Staff Supervisor. All direct care or program staff positions which are not specifically defined in this document, such as American Sign Language interpreter, phlebotomist, instructor, resource librarian, medical technician, health education specialist, work procurement specialist, certified occupational therapy assistant, etc., should be classified as "Direct Care/Program Staff I, II or III," as appropriate.

CATEGORY 1: DIRECT CARE / PROGRAM STAFF

Category 1 includes direct care staff/program staff required to provide direct care or deliver other primary program services. (Components 101-151)

Code	Description
101	**Program Function Manager:** An individual who has overall responsibility for the management, oversight and coordination of a programmatic functional area within or across programs as in the case of "Medical Director", "Residence Director", "Clinical Director", "Education Director", etc. (Compensation for individuals whose primary responsibilities are administrative and cut across several programs should be classified under 410 - "Agency and Program Administration and Support" component.)
102	**Program Director:** An individual who has overall responsibility for the daily operation of one or more individual programs.
103	**Assistant Program Director:** An individual, who reports directly to the Program Director, acts for the Program Director in his/her absence and functions as an advisor/assistant to the Program Director.
104	**Supervising Professional:** A credentialed professional (Physician, Psychiatrist, Social Worker, Nurse, etc.) whose primary responsibility is the supervision of fellow credentialed professionals in the daily performance of their programmatic functions. A professional whose duties chiefly entail supervision of nonprofessionals or paraprofessionals should be classified under 133 - Direct Care/ Program Staff Supervisor. Supervisors assigned to this component may also provide incidental direct client care.
105	**Physician:** A Board of Registration in Medicine-licensed or Board-eligible physician (including all medical specialties, e.g., dentist, podiatrist except psychiatry Component 121) with either a MD or DO degree whose primary responsibility is delivery or supervision of health/medical care to program participants.
106	**Physician's Assistant:** An individual registered as a physician's assistant by the Department of Public Health and functioning in that capacity.
107	**Registered Nurse - Master's, Nurse Psychiatric Mental Health Specialist, Nurse Practitioner, and Nurse - Midwife.:** An individual who possesses a Master's degree in nursing and/or is registered by the Board of Registration in Nursing as a registered nurse and is practicing in an expanded role and functioning in any of the above capacities.
108	**Registered Nurse:** An individual who is licensed as a registered nurse by the Board of Registration in Nursing (both BSNs and others), does not possess a Master's degree and is engaged in nursing duties.
109	**Licensed Practical Nurse:** A person licensed as a practical nurse by the Board of Registration in Nursing and engaged in nursing duties.
110	**Pharmacist:** A person licensed by the Board of Registration in Pharmacy and functioning as a pharmacist.
111	**Occupational Therapist:** An individual registered as an occupational therapist by the Board of Registration in Allied Health Professionals and who provides occupational therapy.

112	**Physical Therapist:** A person registered as a physical therapist by the Board of Registration in Allied Health Professionals and who provides physical therapy.
113	**Speech/Language Pathologist, Audiologist:** An individual registered as a Speech/Language Pathologist or as an Audiologist by the Board of Registration in Speech/ Language Pathology and Audiology and who provides speech and hearing therapy.
114	**Dietitian/Nutritionist:** An individual registered as a dietitian by the Commission on Dietetic Registration of the American Dietetic Association and providing nutritional counseling, education, supervision of meal/menu preparation, or an individual with a Bachelor's or Master's degree in nutrition who provides nutritional counseling, education, supervision of meal/menu preparation.
115	**Special Education Teacher:** A teacher certified in special education by the Massachusetts Department of Education and working in that capacity.
116	**Teacher:** A teacher holding teacher certification by the Massachusetts Department of Education in an area other than special education and working in that capacity.
117	**Day Care Director:** An individual certified by the Office for Children as a Day Care Director and functioning in that capacity.
118	**Day Care Lead Teacher:** An individual certified by the Office for Children as a Day Care Lead Teacher and functioning in that capacity.
119	**Day Care Teacher:** An individual certified by the Office for Children as a Day Care Teacher and functioning in that capacity.
120	**Day Care Assistant Teacher/Aide:** An individual certified by the Office for Children as a Day Care Assistant Teacher/Aide and functioning in that capacity.
121	**Psychiatrist:** An individual licensed to practice medicine, certified or eligible for certification by the American Board of Psychiatry and primarily involved in rendering or directing psychiatric care.
122	**Psychologist - Doctorate:** An individual holding a doctoral degree in psychology (including behavioral psychologists and neuropsychologists), or a closely related field, registered as a psychologist by the Board of Registration of Psychologists and primarily engaged in providing diagnostic evaluations, psychological counseling/therapy or development and implementation of behavioral treatment plans.
123	**Clinician (*formerly Psychologist - Master's*):** An individual holding a Master's degree in psychology (including behavioral psychologists) or a closely related field and primarily engaged in providing diagnostic evaluations, psychological counseling or development and implementation of behavioral treatment plans.
124	**Social Worker - LICSW:** An individual registered as a Licensed Independent Clinical Social Worker by the Board of Registration of Social Workers and primarily engaged in providing diagnostic evaluations, psychological counseling/therapy or development and implementation of behavioral treatment plans.
125	**Social Worker - LCSW:** An individual registered as a Licensed Certified Social Worker by the Board of Registration of Social Workers and providing social work services.
126	**Social Worker - LSW:** An individual registered as a Licensed Social Worker by the Board of Registration of Social Workers and providing social work services (including casework/counseling).
127	**Licensed Counselor:** An individual with at least a Master's degree in counseling, or a related discipline, who is licensed by the appropriate Board of Registration and who provides counseling services.
128	**Certified Vocational Rehabilitation Counselor:** An individual who is certified by the Committee on Accreditation of Rehabilitation Facilities and who provides vocational rehabilitation counseling.
129	**Certified Alcoholism Counselor, Certified Drug Abuse Counselor, Certified Alcoholism/Drug Abuse Counselor:** An individual who is registered as either an Alcoholism Counselor, a Drug Abuse Counselor or both by the Massachusetts Board of Substance Abuse Counselor Certification and who provides counseling services for substance abusers.
130	**Counselor:** An individual who provides therapeutic or instructive counseling to program clients/service recipients.
131	**Case Worker/Manager - Master's:** An individual possessing at least a Master's degree in counseling, or a closely related discipline, who provides casework/case management services including service eligibility determination, service plan development, service coordination, resource development, advocacy, etc.
132	**Case Worker/Manager:** An individual who provides casework/case management services, including service eligibility determination, service plan development, service coordination, resource development, advocacy, etc.
133	**Direct Care/Program Staff Supervisor:** A staff member whose primary responsibility is the supervision of nonprofessional or paraprofessional direct care/program staff in the performance of their programmatic functions or whose duties involve significant responsibility for program operations or logistics. A supervisor in this component may also perform direct client care.
134	**Direct Care/Program Staff III:** Staff, other than those defined above, requiring a doctoral or Master's degree, specific credentials or licensure, significant experience, or specialized skills, who are responsible for the general daily care of program clients/service recipients or for primary program service delivery. This category may also be used to reflect a bilingually (including American Sign Language) or specialized staff requirements necessary to serve the developmental needs of the client(s) for staff otherwise categorized as Direct Care/Program Staff II.
135	**Direct Care/Program Staff II:** Staff, other than those defined above, requiring a Bachelor's degree, experience or specific skills, which are responsible for the general daily care of program clients/service recipients or for primary program service delivery. This category may also be used to reflect a bilingually (including American Sign Language) or specialized staff requirements based on the developmental needs of the client(s) for staff otherwise categorized as Direct Care/Program Staff I.
136	**Direct Care/Program Staff I:** Staff, other than those defined above, who are responsible for the general daily care of program clients/service recipients or for primary program service delivery. This includes relief employees on payroll.
137	**Program Secretarial, Clerical Staff:** Program secretarial and clerical staff required carrying on direct program clerical activities such as program or client record keeping. Accounting/Billing Staff. Staff assigned not assigned to a program but to duties related to functions of administration and overall direction of the agency are included as part of the Agency and Program Administration & Support component (Component 410).
138	**Program Support, Housekeeping, Maintenance, Janitorial, Groundskeeper, Driver, Cook:** Program housekeeping, maintenance and janitorial staff, ground keepers, drivers or cooks and staff who carry out direct program activities for client health and safety. Staff assigned to administrative facilities and functions is included in the Agency and Program Administration

	& Support component (Component 410).
139	**Direct Care Overtime Expense:** Overtime payroll expense paid to exempt and nonexempt employees pursuant to discretionary overtime policies of the organizations, the U.S. Fair Labor Standards Act of 1938 and the Commonwealth's Minimum Fair Wage Law of MGL Chapter 151. Overtime payment represents the total amount of pay furnished for the time worked after the overtime threshold has been exceeded. Overtime pay is composed of strait time (regular fulltime pay for the time worked after the threshold has been exceeded) plus additional compensation furnished to an individual after the overtime time threshold has been exceeded (Time and ½ (or greater) for nonexempt employees working in excess of 40 hours per week). Discretionary overtime policies of the organizations may provide exempt employees with overtime using a threshold that may be greater or lesser than required for nonexempt employees.
140	**Shift Differential Salary Expense:** Salary expense incurred for providing on call services and working late night and early morning shifts. For instance, a nurse that is employed in a program who works full-time in the first shift may be paid less than the same type of nurse working full-time in the third shift. The nurse working in the second or third shift is paid the same full-time salary but receives an additional incentive payment or differential payment for working the third shift because working the third shift is a hardship. Similarly, the nurses noted above might receive payments in addition to their full-time salary and any overtime paid if the nurse agrees to be on call on days off in case the nurse's service is needed for an emergency.
141	**Relief Staff Expense:** Payments to an individual to provide direct care services to relieve regular employees of their direct care duties on a temporary basis. Individuals providing temporary direct care services may not be an employee of the Contractor employed to provide the same type of employment services as the relief staff services. This expense is related to individuals not considered to be independent Contractors and/or employees of the organization that are not entitled to receive overtime payments for furnishing direct care services to relieve regular employees of their duties on a temporary basis. Employees are generally entitled to receive overtime payments (not relief payments) if they occupy nonexempt positions and management permits them to work in excess of 40 hours a week to furnish employment services. Individuals not employed by the organization are considered independent Contractors if they were paid more than $600 during the year the services were furnished to the organization. The organization is required to furnish the independent Contractor noted above with an IRS form 1099MISC. See Title 202 for relief staff services furnished on a contracted basis.
150	**Payroll Taxes:** Employer's share of FICA, MUICA, Worker's Compensation Insurance, FUTA (in the case of For-Profit Providers) and other payroll taxes paid by the employer on the direct care/program staff listed in category 1 on the budget.
151	**Fringe Benefits:** Life, health and medical insurance, pension and annuity plan contributions, day care, tuition benefits and all other non-salary/wage benefits received by the direct care/program staff listed in category 1 on the budget as compensation for their personal services.

CATEGORY 2: OTHER DIRECT CARE/PROGRAM RESOURCES

(Components 201 - 216): Category 2 includes resources, other than direct care staff/program staff, required to carry out direct client care or support the delivery of other primary program services.

201	**Direct Care Program Consultants:** Individuals possessing specialized experience or expertise in matters of individual service plan design, program design, program management or operation and who are engaged to provide technical assistance on matters of appropriate client care, program design, etc.
202	**Temporary Help:** Individuals, in some cases, possessing specialized skills or expertise in client care and treatment, engaged on an "as needed", "on call", "standby" or "specialist" basis, to provide client care or treatment. This component includes contracted relief staff services furnished by individuals or organizations.
203	**Provider Reimbursement/Stipends:** Per diem reimbursement to independent individual care givers (not provider agency employees), such as family day care providers, specialized home care providers or foster families, to compensate them for their personal services and/or to defray all or a portion of the costs associated with client care in their homes.
204	**Staff Training:** Formal instruction to meet professional continuing education requirements, to satisfy program licensure requirements or to enable direct care staff to acquire and maintain acceptable levels of knowledge, skill and proficiency for the routine performance of their assigned functions. (Note that the staff time devoted to training should be included in the calculation of required direct care staff FTEs. Staff tuition/educational benefits paid, as a condition of employment should be included in "Fringe Benefits" Component 151.)
205	**Staff Mileage/Travel:** Direct care staff travel within the normal scope of the staff members' assigned duties. This category includes use of a staff member's own vehicle, as well as public transportation.
206	**Subcontracted Direct Care:** Client care or other program services which are a primary and integral part of the total program but which are furnished to the program, under contract, by a separate program of another provider.
207	**Meals:** Food, cooking materials, and other resources (other than staff compensation) required for the planning, preparation and serving of meals and snacks to clients and, if programmatically necessary, to staff.
208	**Client Transportation:** The resources (other than staff compensation) associated with transportation of clients to, from or among program sites as a routine part of program participation. This component shall include Provider owned vehicles (depreciation and finance charges) or leased vehicles, all associated operating, maintenance, insurance and non-owned auto insurance costs, contracted transportation, etc.
209	**Incidental Health/Medical Care:** The resources (other than staff compensation) associated with providing health/medical care on an as needed or emergency basis (including ambulance services) to clients of a program, which is not primarily intended to address the on-going medical needs of program participants.
210	**Medicine/Pharmacy:** The resources (other than staff compensation) associated with on-site inventory and administration of medically necessary prescription pharmaceuticals, patent medicines and medical supplies.
211	**Client Personal Allowances:** Cash paid to program clients as an incentive to program participation, as part of instruction in money management, to give clients a measure of economic independence, to acquire personal items, or other program purpose. This category includes "indirect" client wages (i.e. "wages" which are not related to the economic value of the client's work product/productivity).
212	**Provision of Material Goods, Services and Benefits:** Resources, other than those defined above, associated with provision of material goods or services - such as prosthetic and adaptive devices, nutrition or day care vouchers - to eligible program

	clients/recipients.
213	**Data Processing:** Resources (other than staff compensation) associated with the collection, analysis and reporting of data as a program and agency administrative support function, including owned (depreciation and finance charges only) or leased computer hardware and software. These resources should be included in the agency and program administrative support component 410.
214	**Commercial Income Resources:** Resources, other than those defined above, such as consumer wages, benefits and taxes, raw materials, production equipment and consumables, freight and transportation, and marketing associated with the use of client labor in the production or assembly of a product or service as a part of the client's program of vocational training/rehabilitation or sheltered employment.
215	**Program Supplies, Materials and Expendable Items of Equipment and Furnishings:** Program residential, educational, vocational and recreational supplies and materials and expendable items of equipment and furnishings that are not required to be capitalized and are routinely needed for ongoing direct client care or program service delivery.
216	**Program Support:** This component is for direct administrative program support that is associated with a single program(s) and **NOT** allocated across programs as an indirect cost or identified in component title 410 as other professional fees, office equipment depreciation, professional insurance, and working capital interest or in title 390 as leased office equipment and office furnishing used in a program. This component **does not include personnel**; all program personnel must be included in components 101 - 138. Program support is for costs separately identified in a POS program contract budget of Attachment 3 on the line titled Program Support. **These costs are intended to meet the specialized and/or non-recurring needs of the program, which may include maintenance, and accreditation fees.** This component title may not include resources defined as Non-Reimbursable Costs by regulation 808 CMR 1.05 (Effective 2\1\97 808 CMR 1.05), e.g., certain consultant compensation, current expensing of capital budgets, fund-raising etc.

CATEGORY 3: OCCUPANCY

301	**Program Facilities:** Owned or leased program facilities and grounds (including rent or mortgage interest and building depreciation). This component may not include the costs of principal or amortization, which is non-reimbursable, costs under 808 CMR 1.00.
390	**Facilities Operation, Maintenance, Equipment and Furnishing:** This category includes all resources associated with occupancy; furnishing and maintenance of program facilities, including all utilities (other than telephone), contracted housekeeping, laundry, contracted grounds keeping, routine repair and maintenance, leased office equipment and office furnishings and equipment and routine replacement (depreciation and finance charges only) of capitalized program furnishings and equipment, property and general liability insurance, real estate taxes or payments in lieu of taxes, and all other such resources/expenses. This component does not include the cost of employees on the payroll (see 138 - Program Support Housekeeping, Maintenance, Groundskeeper, Janitorial, Driver, and Cook).

CATEGORY 4: ADMINISTRATIVE SUPPORT

410	**Agency and Program Administration and Support:** This component is for resources related to administration and support activities that are both directly related to a program (direct costs) and those that are related to the overall direction of the agency. Cost associated with the overall direction of the agency may cross all agency programs and are not directly associated with any one program or a combination of programs but provide indirect benefit to those programs (indirect administration). Costs providing indirect benefit to programs include administrative costs, management and general costs and all resources reasonably necessary for the policy making, management, and administration related to the overall direction of the organization that are separately disclosed in the Statement of Functional Expenses Administration (MNGT. & GEN) column. Indirect administrative costs are also allocated to a program or programs as Admin (M&G) Reporting Center cost on 52E of the Admin (m&g) column of Organization Supplemental Information Schedule A to line 52E of the Program Supplemental Information Schedule B. These indirect Agency Administration costs indirectly benefiting a POS program are included in Attachment 3 of the POS contract budget on the line titled Agency Admin Support Allocation. In addition, this title includes administrative costs directly benefiting a program or programs that are charged to that program or programs as direct costs (ex. program other professional fees, program professional insurance, and program office equipment depreciation and working capital interest). Administrative costs that directly benefit programs are included in Attachment 3 of the POS contract budget on the line titled Other Direct Administrative Costs. Leased office equipment and office furnishings that are used in a program are disclosed in title 390 Facilities Operation, Maintenance, Equipment and Furnishing and included in Attachment 3 of the POS contract budget on the line titled Other Direct Administrative Costs. All other administrative costs that directly benefit a program and meet the specialized needs of the program are contained in title 216 Program Support. Title 216 Program Support costs are included in Attachment 3 of the POS contract budget on the line titled Program Support. Administration and support costs include but are not limited to administrative, clerical and support personnel (use title 137 if clerical and support personnel are assigned to a program), office supplies and materials, leasing or routine replacement (depreciation and financing interest only) of office equipment, telephone, costs related to occupancy of administrative premises, advertising and recruitment, postage, printing and reproduction, administrative and support staff training and travel, officer/director/trustee compensation, parent organization costs, legal, auditing, management consultants and other professional fees, working capital interest, directors and officers insurance, and all other similar or related resources/expenses. The reimbursable price may not include resources defined as Non-Reimbursable Costs by regulation 808 CMR 1.05 (Effective 2\1\97 808 CMR 1.05), e.g., fund-raising or discriminatory benefits. See component title 216 Program Support for related activity.

CATEGORY 5:

510	**Not in Use at DPH** (DPH only uses cost reimbursement budgets, line 510 is not appropriate).

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	7/11/2014
Department Requesting Grant Setup	SHHS
Department Phone # (Please include extension)	6710
Name and Title of Person to Contact in Case of Questions	Helen Caulton-Harris
Was this Grant previously setup for a prior fiscal year?	Yes
If yes, please indicate your previous project number:	18114

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
XX	State – City
	Private/Other

Grant Name: STOP ACCESS 5035

Total Grant Amount Awarded: $ 80,000

Is this a Reimbursable Grant? (Y/N) YES
A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

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

Entity Name	MA SEPT OF PUBLIC HEALTH
Contact Person	SOKONTHEA DAO
Street Address	250 WASHINGTON ST
City, State, Zip Code	BOSTON, MA 02108
Telephone	617-624-6190
Fax	617-627-5017
E-Mail	

Actual Award Date	2/10/2014
Board Approval Date	
Start Date	7/1/2014
Expiration Date	6/30/2015

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

Comments re: Description/Purpose of Grant
To provide Substance Abuse Underage Drinking Services

Comments re: Conditions/Restrictions of Grant
See budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?
(Ex: Monthly, Quarterly) Monthly

If payment is to be sent by Grantor as a Wire,
Please enter any wire reference/identification # that may be used (if known)
INTF2354MM30901115035

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

Org Code: 28975205

Object Codes: 530105, 533100

Budget Roll-Up Codes: YES

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

Signature

7/15/2014
Date

Please attach the following documents:

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

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

City of Springfield

SCHEDULED

Meeting: 07/21/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2701

FY15 Tobacco Grant Acceptance - No Match- $63,432.00 (Mayor Sarno)

WHEREAS, the Department of Health and Human Services has been awarded a grant increase of $63,432.00 from the Massachusetts, State Department of Public Health, for the period July 1, 2014 through June 30, 2015 and;

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

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

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

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

FY14-Tobacco Control Program - $63,432.00

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

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

DEVAL L. PATRICK
GOVERNOR

JOHN W. POLANOWICZ
SECRETARY

CHERYL BARTLETT, RN
COMMISSIONER

May 12, 2014

Helen Caulton-Harris
Springfield Health & Human Services
95 State St., Suite 201,
Springfield, MA 01103

RE: FY15 Board of Health Tobacco Contract No. INTF2903P01200218192

Dear Ms. Caulton-Harris:

The Department of Public Health is renewing your contract with the MA Tobacco Cessation and Prevention Program.

Your new award is as follows:

Current Maximum Obligation	$198,296.00
FY15 Renewal:	**$ 63,432.00**
Revised Multi-Year Total (all fiscal years within this contract):	$261,728.00

Contract Duration: (July 1, 2011 – June 30, 2015)
Federal Funds: Yes

Please note, these funding levels are subject to change pending the final appropriation of state/federal funds. Because this is a multi-year award, the funding specifications as defined within each fiscal year's award amount on the face page of the contract are specifically restricted to use during that fiscal year. Future year awards will be obligated separately prior to the beginning of each new fiscal year.

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

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

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

Sincerely,

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

TOBACCO 2015

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: City Of Springfield (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Department Of Public Health MMARS Department Code: DPH
Legal Address: (W-9, W-4,T&C): 95 State St Suite 201, Springfield, MA 01103-2073	Business Mailing Address: 250 Washington Street, Boston, MA 02108
Contract Manager: Helen Caulton-Harris	Billing Address (if different):
E-Mail: hcaulton@springfieldcityhall.com	Contract Manager: Dazlee Alvarado
Phone: 413787-6456 Fax: 4137876458	E-Mail: Dazlee.Alvarado@state.ma.us
Contractor Vendor Code: VC6000192140	Phone: 617-624-5918 Fax: 617-624-5921
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): INTF2903P01200218192 RFR/Procurement or Other ID Number: 200218

__ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ Statewide Contract (OSD or an OSD-designated Department)
__ Collective Purchase (Attach OSD approval, scope, budget)
__ Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)
__ Emergency Contract (Attach justification for emergency, scope, budget)
__ Contract Employee (Attach Employment Status Form, scope, budget)
__ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)

X CONTRACT AMENDMENT

Enter Current Contract End Date *Prior* to Amendment: 06/30 , 20 14 .
Enter Amendment Amount: $ 63,432.00. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)

X 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.

X 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.)

X Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). $ 261,728.00.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A);

X 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.)

Renewal or Extension Only

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.
X 2. may be incurred as of 07/01 , 20 14 , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
__ 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of 06/30 , 20 15 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
X: _____ Date: 5/23/14 (Signature and Date Must Be Handwritten At Time of Signature)	X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Domenic J. Sarno	Print Name: Sharon Dyer
Print Title: Mayor	Print Title: Director, Purchase of Service Office

Enroll 6/2/14 mailed 6/2/14

Attachment: Tobacco Control Award Letter (2701 : FY15 Tobacco Grant Acceptance - No Match- $63,432.00)

Scope of Services

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

Contract ID #: **INTF2903P01200218192**

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

☐ **New Contract**

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

☒ **Contract Amendment**

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

☒ Increase

Include a clear explanation of what the funding change will support in terms of additional services.
Renewal - see attaches scope.

☐ Decrease

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

☐ Other

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

Created 7/11/2011/Updated Oct 7, 2011

REQUEST FOR GRANT SETUP

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All fields are mandatory.

Date of Request	6/19/2014
Department Requesting Grant Setup	SHHS
Department Phone # (Please include extension)	6710

Name and Title of Person to Contact in Case of Questions HELEN CAULTON HARRIS

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

If yes, please indicate your previous project number: 84114

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

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

Grant Name: **TOBACCO CONTROL PROGRAM**

Total Grant Amount Awarded: $ 63,432.00
Is this a Reimbursable Grant? (Y/N) YES
A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

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

Entity Name	MA Dept of Public Health
Contact Person	Melixza Gonzalez Esenyie/Mary Mason
Street Address	250 Washington Street
City, State, Zip Code	Boston, MA 02108-4619
Telephone	508-856-4305
Fax	
E-Mail	

Actual Award Date	5/12/2014
Board Approval Date	
Start Date	7/1/2014
Expiration Date	6/30/2015
Renewal Action Date (optional)	

If there are any Matching Funds:
Type
Percent
Amount

Comments re: Description/Purpose of Grant
Tobacco Control Program

Comments re: Conditions/Restrictions of Grant
See budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?
(Ex: Monthly, Quarterly) **Quarterly**
If payment is to be sent by Grantor as a Wire,
Please enter any wire reference/identification # that may be used (if known)
INTF2093PO1200218192

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

Org Code: 28415205

Object Codes: 501000, 517010, 530105, 533505, 542010, 571100, 533100

Budget Roll-Up Codes: YES

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

Signature

6/19/2014
Date

Please attach the following documents:

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

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

City of Springfield

SCHEDULED

Meeting: 07/21/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2702

FY14 AHEC Model Grant - No Match Required $2,000 (Mayor Sarno)

WHEREAS, the Department of Health and Human Services Department ("Department") has been awarded an increase to the FY14 AHEC Model Grant of $2,000.00 from the University of Massachusetts, Worcester for the period of September 1, 2013 through August 31, 2014; and

WHEREAS, the Department intends to use the grant funds to continue to provide support, enhance, and promote the educational, professional, and personal development of 100+ coalition members and other interested community health /outreach workers in the counties of Hampden, Hampshire and Franklin.

WHEREAS, the Department intends to use the additional grant funds to provide additional programming; 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:

AHEC Model Grant - $2,000

November 2011

Research Subaward Amendment

Institution/Organization ("Prime Recipient")	Institution/Organization ("Subrecipient")	
Name: University of Massachusetts, Worcester	**Name:** City of Springfield, Dept. of Health & Human Services	
Prime Award No.: 5-U77-HP03016-20-00	**CFDA No.:** 93.107	**Subaward No.:** WA00136289/RFS2014065
Awarding Agency: DHHS/HRSA	**Amount Funded This Action:** $2,000.00	
Date of Amendment: 06/18/2014	**Amendment Number:** 1	

Project Title: Model State-Supported AHEC Program

Amendment(s) to Original Terms and Conditions

1. Period of performance remains for the sponsor approved period of 09/01/2013 to 08/31/2014.
2. Consideration for the agreement under this purchase order is increased by $2,000.00. Total consideration under this Subaward number is revised to $74,398.00.

All other terms and conditions remain unchanged.

By an Authorized Official of Prime Recipient:	By an Authorized Official of Subrecipient:
_____ _____	_____ _____
Gina Marzilli Shaughnessy Assistant Director, Contracts — Date	Helen Caulton Harris Executive Director — Date
By Principal Investigator of Prime Recipient:	
_____ _____	
Linda J. Cragin — Date	

Attachment 1
Research Subaward Amendment
Contacts

Prime Recipient Contacts	Subrecipient Contacts
Institution/Organization ("Prime Recipient") Name: University of Massachusetts, Worcester Address: Research Funding Services/S1-859 55 Lake Avenue North Worcester, MA 01655 EIN No.: 04-3167352 Reg. in SAM? Yes ☒ No ☐ DUNS No.: 603847393 Congressional District: MA-002	Institution/Organization ("Subrecipient") Name: City of Springfield Department of Health & Human Services Address: 95 State Street, Suite 201 Springfield, MA 01103-2073 USA EIN No.: 04-6001415 Reg. in SAM? Yes ☒ No ☐ DUNS No.: 198910523 Congressional District: MA-001
Administrative Contact Name: Joanne Dombrowski, Project Coordinator Mass AHEC Network Address: University of Massachusetts, Worcester 333 South Street Shrewsbury, MA 01545 Telephone: 508-856-4305 Fax: 508-856-6128 Email: joanne.dombrowski@umassmed.edu	Administrative Contact Name: ~~Maureen Morrissey~~ Helen Caulton-Harris Address: City of Springfield/DHHS 95 State Street, Suite 201 Springfield, MA 01103 Telephone: 413-787-6822 Fax: 413-787-6458 Email: mmorrissey@springfieldcityhall.com
Principal Investigator Name: Linda J. Cragin, Director Massachusetts AHEC Address: University of Massachusetts, Worcester 333 South Street Shrewsbury, MA 01545 Telephone: 508-856-4303 Fax: 508-856-6128 Email: Linda.Cragin@umassmed.edu	Project Director Name: Brenda Evans Pioneer Valley AHEC Address: City of Springfield/DHHS 95 State Street, Suite 201 Springfield, MA 01103 Telephone: 413-787-6756 Fax: 413-787-6458 Email: bevans@springfieldcityhall.com
Financial Contact (Remit invoices to) Name: Amy Miarecki, Senior Director or, Melissa Gordon, Assistant Director Grant Accounting & Compliance Address: University of Massachusetts, Worcester 333 South Street Shrewsbury, MA 01545 Telephone: 508-856-7566 Fax: 508-856-4260 Email: GrantAccounting@umassmed.edu	Financial Contact Name: Lorene Leembruggen-Bakkar Address: City of Springfield/DHHS 95 State Street, Suite 201 Springfield, MA 01103 Telephone: 413-787-6710 Fax: 413-787-6458 Email: lleembruggen@springfieldcityhall.com
Authorized Official Name: Gina Marzilli Shaughnessy, Assistant Director of Contracts Address: University of Massachusetts, Worcester Research Funding Services/S1-859 55 Lake Avenue North Worcester, MA 01655 Telephone: 508-856-2119 Fax: 508-856-5004 Email: Research.Funding@umassmed.edu	Authorized Official Name: Helen R. Caulton-Harris Executive Director Address: City of Springfield/DHHS 95 State Street, Suite 201 Springfield, MA 01103 Telephone: 413-787-6456 Fax: 413-787-6458 Email: hcaulton@springfieldcityhall.com

Attachment 2
Research Subaward Agreement
Budget

Budget.

AHEC Federal Funds (Model State)
Subaward Budget Amendment

To: University of Massachusetts Medical School
MassAHEC Network
333 South Street
Shrewsbury, MA 01545

Reference:
Subawardee Name: City of Springfield/DHHS/PVAHEC
Grant Number/PO Number: WA00136289/RFS2014065 FY: 14

Expenses	Original Budget	Proposed Changes +/-	Revision Detail	New Budget
Personnel				
Chellman, J	$ 27,407.00			$ 27,407.00
				$ -
				$ -
				$ -
Fringe	$ 6,852.00			$ 6,852.00
Consultants (itemize)	$ 5,300.00			$ 5,300.00
Equipment (itemize)				$ -
Contracts				$ -
Supplies	$ 4,000.00			$ 4,000.00
Staff Travel	$ 13,809.00	$ 2,000.00	HOSA conference	$ 15,809.00
Other Expenses	$ 10,892.00			$ 10,892.00
				$ -
				$ -
Students/Preceptors				$ -
Total Direct	$ 68,260.00	$ 2,000.00		$ 70,260.00
Indirect	$ 4,138.00			$ 4,138.00
Total	$ 72,398.00	$ 2,000.00		$ 74,398.00

Subawardee Signature, Title — Date 6/9/2014

Approved by:

Linda J. Cragin, Director, MassAHEC Network — Date

Fund	53106	Dept. ID	W400800002	Project/Grant	S61120000023034
Program	B03	Class		Account/Amount:	757270

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	7/10/2014
Department Requesting Grant Setup	SHHS
Department Phone # (Please include extension)	6710
Name and Title of Person to Contact in Case of Questions	Helen Caulton-Harris

Was this Grant previously setup for a prior fiscal year? Yes
If yes, please indicate your previous project number: 67214

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: AHEC MODEL 2014

Total Grant Amount Awarded: $ 2000.00 (Additional)

Is this a Reimbursable Grant? (Y/N) Yes
A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

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

Entity Name	U MASS Medical School
Contact Person	Joanne Dombrowski
Street Address	333 South Street
City, State, Zip Code	Shrewsbury, MA 01545
Telephone	508-856-4305
Fax	
E-Mail	

Actual Award Date	6/18/2014
Board Approval Date	
Start Date	9/1/2013
Expiration Date	8/31/2014
Renewal Action Date (optional)	

If there are any Matching Funds:

Type	
Percent	
Amount	

Comments re: Description/Purpose of Grant
AHEC MODEL – Additional Funds

Comments re: Conditions/Restrictions of Grant
See budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?
(Ex: Monthly, Quarterly) Monthly

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

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

Org Code: 26725205

Object Codes: 533500 , 571100

Budget Roll-Up Codes: Yes

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

Signature _____ Date 7/9/2014

Please attach the following documents:

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

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

City of Springfield

SCHEDULED

Meeting: 07/21/14 07:00 PM
Initiator: Wayman Lee
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2712

State Primary Warrant (Mayor Sarno)

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR 2014 STATE PRIMARY

Hampden, SS.

To the Constables of the City of Springfield

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at:

SEE ATTACHED WARD AND PRECINCT NUMBERS AND POLLING LOCATIONS

on **TUESDAY, THE NINTH DAY OF SEPTEMBER, 2014,** from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

SENATOR IN CONGRESS. . . . . FOR THIS COMMONWEALTH
GOVERNOR. . . . . FOR THIS COMMONWEALTH
LIEUTENANT GOVERNOR. . . . . FOR THIS COMMONWEALTH
ATTORNEY GENERAL. . . . . FOR THIS COMMONWEALTH
SECRETARY OF STATE . . . . . FOR THIS COMMONWEALTH
TREASURER AND RECEIVER GENERAL. .. . . . . FOR THIS COMMONWEALTH
AUDITOR. . . . . FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS. . . . . FIRST DISTRICT
COUNCILLOR. . . . . EIGHTH DISTRICT
SENATOR IN GENERAL COURT. . . . . FIRST & HAMPSHIRE DISTRICT
SENATOR IN GENERAL COURT. . . . . HAMPDEN DISTRICT
REPRESENTATIVE IN GENERAL COURT. . . . 6^{th}, 7^{th}, 9^{th}, 10^{th}, 11^{th}, 12^{th} DISTRICT
DISTRICT ATTORNEY. . . . . HAMPDEN DISTRICT
REGISTER OF PROBATE. . . . . HAMPDEN COUNTY

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under my hands this 21st day of July, 2014.

_____ _____

_____

_____ _____

_____

_____ _____

_____

_____ _____

_____

_____

City Council of the City of Springfield

By posted on the Official Bulletin Board of the Office of the City Clerk and on City's Website

_____

Wayman Lee, Esquire - City Clerk

A True Copy Attested **July 21, 2014**

(Warrant must be posted at least *seven (7) days* prior to September 9, 2014)

City of Springfield

SCHEDULED

Meeting: 07/21/14 07:00 PM
Initiator: Wayman Lee
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2713

Polling Place Primary 2014 (Mayor Sarno)

CITY OF SPRINGFIELD
In the City Council July 21, 2014

ORDERED, that the polling places for the **STATE PRELIMINARY** to be held in the City of Springfield on **TUESDAY, SEPTEMBER 9, 2014** be and they are hereby designated as follows:

WARD 1

A. RIVERVIEW ADMINISTRATION BLDG.....…… 82 DIVISION STREET
B. RIVERVIEW ADMINISTRATION BLDG.....……..82 DIVISION STREET
C. NEW NORTH DROP-IN CENTER …….. ...……1772 DWIGHT STREET
D. BAY STATE PLACE …….....……..414 CHESTNUT STREET
E. BAY STATE PLACE .....……414 CHESTNUT STREET
F. HOBBY CLUB.....……..309 CHESTNUT STREET
G. FIRE DEPT. HEADQUARTERS…… .SPRING & WORTHINGTON STREETS
H. THE GOOD LIFE CENTER. . ……..1600 E. COLUMBUS AVE

WARD 2

A. SPRINGFIELD BOYS AND GIRLS CLUB .....……481 CAREW STREET
B. SPRINGFIELD BOYS AND GIRLS CLUB .....……481 CAREW STREET
C. SPRINGFIELD BOYS AND GIRLS CLUB .....……481 CAREW STREET
D. VAN SICKLE SCHOOL, GYM . . . . . .… .1170 CAREW STREET
E. VAN SICKLE SCHOOL, GYM. . . . . 1170 CAREW STREET
F. SAFETY COMPLEX. . . . . …1212 CAREW STREET
G. BOWLES SCHOOL . . . . . .24 BOWLES

PARK

H. VAN SICKLE SCHOOL, GYM . . . . . .1170 CAREW STREET

WARD 3

A. EMERSON HALL (Next to Mason Wright Retirement Community) 439 UNION STREET

B. GENTILE APARTMENTS, COMMUNITY RM.....85 WILLIAM STREET

C. GENTILE APARTMENTS, COMMUNITY RM.....85 WILLIAM STREET

D. JC WILLIAMS COMMUNITY CTR .....116 FLORENCE STREET

E. JC WILLIAMS COMMUNITY CTR .....116 FLORENCE STREET

F. HOLY NAME CHURCH/SOCIAL CENTER.....323 DICKINSON STREET

G. HOLY NAME CHURCH/SOCIAL CENTER.....323 DICKINSON STREET

H. HOLY NAME CHURCH/SOCIAL CENTER.....323 DICKINSON STREET

WARD 4

A. REBECCA M. JOHNSON SCHOOL .....55 CATHERINE STREET

B. REBECCA M. JOHNSON SCHOOL .....55 CATHERINE STREET

C. MASON SQUARE LIBRARY . . . .765 STATE STREET

D. HIGHLAND HOUSE, INC.. . . . .250 OAK GROVE AVENUE

E. MASON SQUARE FIRE STATION .....33 EASTERN AVENUE

F. AIC CORNIOTES HALL…….....1053 STATE ST (Corner of Homer)

G. INDEPENDENCE HOUSE. . . ..1475 ROOSEVELT AVENUE

H. AIC CORNIOTES HALL ……1053 STATE ST (Corner of Homer)

WARD 5

A. HIGH SCHOOL OF SCENCE & TECH. . . . . 1250 STATE & ALTON STREET
B. HIGH SCHOOL OF SCIENCE & TECH . . . .1250 STATE & ALTON STREET
C. MARY LYNCH SCHOOL..... 315 NORTH BRANCH PARKWAY
D. GREENLEAF COMMUNITY CENTER.....1188 ½ PARKER STRET
E. PINE POINT LIBRARY ..... 204 BOSTON ROAD
F. CHURCH OF THE ACRES… .....1383 WILBRAHAM ROAD
G. GREENLEAF COMMUNITY CENTER.....1188 ½ PARKER STREET
H. CHURCH OF THE ACRES… .....1383 WILBRAHAM ROAD

WARD 6

A. FOREST PARK LIBRARY COMMUNITY ROOM .....380 BELMONT AVE
B. FOREST PARK LIBRARY COMMUNITY ROOM .....380 BELMONT AVE
C. FOREST PARK COMMUNITY ROOM.....25 BARNEY LANE
D. ALICE BEAL SCHOOL .....285 TIFFANY STREET
E. HOLY NAME CHURCH/SOCIAL CENTER.....323 DICKINSON STREET
F. ALICE BEAL SCHOOL .....285 TIFFANY STREET
G. MLK CHARTER SCHOOL .....285 DORSET STREET
H. MLK CHARTER SCHOOL .....285 DORSET STREET

WARD 7

A. MARY DRYDEN SCHOOL…… .....190 SURREY ROAD
B. FREDERICK HARRIS SCHOOL.....58 HARTFORD TERRACE
C. FREDERICK HARRIS SCHOOL.....58 HARTFORD TERRACE
D. TALMADGE SCHOOL .....1395 ALLEN STREET
E. BRUNTON SCHOOL .....1801 PARKER STREET
F. KILEY MIDDLE SCHOOL .....…180 COOLEY STREET
G. BRUNTON SCHOOL .....1801 PARKER STREET
H. GLICKMAN SCHOOL .....120 ASHLAND AVENUE

WARD 8

A. MARY MOTHER OF HOPE (ST. MARY'S) CHURCH . . 840 PAGE BLVD
B. MARY LYNCH SCHOOL.....315 NORTH BRANCH PARKWAY
C. CENTRAL HIGH SCHOOL .....1840 ROOSEVELT AVENUE
D. JOHN F. KENNEDY MIDDLE SCHOOL .....1385 BERKSHIRE AVENUE
E. INDIAN ORCHARD CITIZENS COUNCIL……. 117 MAIN STEET I.O
F. JOHN F. KENNEDY MIDDLE SCHOOL .....1385 BERKSHIRE AVENUE
G. WARNER SCHOOL . . . . 493 PARKER STREET
H. PINE POINT COMMUNITY COUNCIL. . …….335 BERKSHIRE AVE

POLLING PLACES SHALL BE OPEN FROM 7:00 AM TO 8:00 PM

City of Springfield

SCHEDULED

Meeting: 07/21/14 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2708

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of SS William St. (12300-0063) to Gioia, LLC (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to vacant land in Springfield, Massachusetts known as South Side William Street (Parcel-ID # 12300-0063) through tax title foreclosure proceedings in Land Court; and

WHEREAS, the Tax Title Custodian determined that said property is not needed for general municipal purposes; and

WHEREAS, the Office of Housing solicited requests to abutters to submit applications for the purchase and redevelopment of said property pursuant to the Abutter Lots Sales Program of the City of Springfield; and

WHEREAS, the Abutter Lots Sales Program Committee has accepted the application submitted by the abutter, Gioia, LLC, owners of South Side William Street (Parcel-ID # 12300-0064) and 187-189 William Street (Parcel-ID # 12300-0066).

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 to Gioia, LLC for the transfer of title to South Side William Street (Parcel-ID # 12300-0063) for consideration of Four Hundred Twenty-Three Dollars ($423.00) in substantially the same form as the draft deed attached hereto.

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 **FOUR HUNDRED TWENTY-THREE AND 00/100 DOLLARS ($423.00)**, grants to **GIOIA, LLC** ("Grantee"), a Massachusetts limited liability company, with a usual place of business at 883 Main Street, Springfield, Massachusetts 01103, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

Land known as South Side William Street (Parcel-ID # 12300-0063), and being Parcel 1 described in a deed dated December 24, 1954 and recorded in Hampden County Registry of Deeds, Book 2361, Page 5, and supposed to contain about 4230 square feet; and being the same parcel described in an Instrument of Taking dated April 9, 2002, and recorded in Hampden County Registry of Deeds, Book 12369, Page 200; and also being the same parcel foreclosed by Judgment of the Land Court entered June 18, 2012, in Case No.: 08 TL 137136, and recorded in Hampden County Registry of Deeds, Book 19316, Page 533; and being more particularly bounded and described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Property").

The conveyance is made pursuant to the Abutter Lots Sales Program of the City of Springfield and is sold "as is" and is conveyed subject to the following restrictions which shall run with the Property and and which shall be enforceable by the City of Springfield:

(1) The Property must be combined with the abutting parcels owned by the Grantee within three months from the date of transfer of title; (2) The Property may be used solely for open space, accessory uses and/or parking needs to an immediate adjacent parcel; and (3) All excess trash, brush, rubbish and debris shall be cleared from the Property within one month from the date of transfer of title.

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.

There has been full compliance with the provisions of Chapter 44, Section 63A of the Massachusetts General Laws.

The Mayor has received the appropriate affidavit as prescribed in Chapter 60, Section 77B of the Massachusetts General Laws.

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 B.

CITY OF SPRINGFIELD

By_____
Domenic J. Sarno, Mayor

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: December 16, 2016

EXHIBIT A

A lot of land containing about 4230 square feet situated in Springfield, Hampden County, Massachusetts, bounded and described as follows:

NORTHERLY: by William Street, about 49.56 feet;

EASTERLY: by land now or formerly of Nicola DaPonda a/k/a Nichola DaPonda and Rosina DaPonda, about 85.19 feet;

SOUTHERLY: by land now or formerly of Joseph Beaupre and land now or formerly of John D. Keyes, about 49.56 feet; and

WESTERLY : by land now or formerly of Esther R. Spano, about 85.53 feet.

City of Springfield

SCHEDULED

Meeting: 07/21/14 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2697

Order Authorizing Sale of 59 Howard St. and 29 Howard St. to Blue Tarp ReDevelopment, LLC for $3,200,000.00 (Mayor Sarno)

WHEREAS, in November, 2012, the City of Springfield Office of Procurement Issued a "Request for Proposals #13-206 for the Redevelopment of 59 Howard Street (former Zanetti School/Howard Street School)", and a "Request for Proposals # 13-205 for the Redevelopment of 29 Howard Street- (Armory Building)"; pursuant to Mass. Gen. Laws ch. 30B, sec. 16; and

WHEREAS, Blue Tarp reDevelopment, LLC ("MGM Springfield") submitted proposals to purchase each property for $1,600,000.00, for a total of $3,200,000.00; and

WHEREAS, the City selected the MGM Springfield proposals for the award of preferred developer status for each property, subject to the fulfillment of certain conditions described in the award letters, as amended, which are attached hereto as Exhibits A-1 and A-2 (for 59 Howard Street) and Exhibits B-1 and B-2 (for 29 Howard Street); and

WHEREAS, MGM Springfield has paid deposits toward the purchase of each property in accordance with the award letters, as amended; and

WHEREAS, MGM Springfield is required to complete the purchase of each property, by paying the balance due at the closing, by July 31, 2014;

NOW THEREFORE, BE IT ORDERED, that the City Council hereby: (i) declares that 59 Howard Street and 29 Howard Street are no longer needed for municipal purposes and are available for disposition pursuant to Mass. Gen. Laws ch. 30B,sec. 16(a); and (ii) pursuant to Mass. Gen. Laws ch. 40, sec. 3, the City Council hereby authorizes the sale of 59 Howard Street and 29 Howard Street to Blue Tarp reDevelopment, LLC (MGM Springfield) under the terms and conditions of the award letters, as amended, attached hereto, and further authorizes the Mayor to take whatever steps are necessary to complete the sale and deliver deeds to each property in substantially the same form as the draft deeds attached hereto as Exhibit C-1 (59 Howard Street) and Exhibit C-2 (29 Howard Street), upon payment in full of the balance of the purchase price due for each property.

FINANCIAL IMPACT:

Blue Tarp reDevelopment, LLC, to pay City $1.6 million dollars for 59 Howard Street, and $1.6 million dollars for 29 Howard Street, for a total of $3.2 million dollars. Closing to occur by 7/31/14.

EXHIBIT C-2

MASSACHUSETTS QUITCLAIM DEED BY CORPORATION (short form)

KNOW ALL PERSONS BY THESE PRESENTS that **CITY OF SPRINGFIELD**, 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 MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS ($1,600,000.00)**, grants to **BLUE TARP reDEVELOPMENT, LLC**, a Massachusetts limited liability company, ("MGM Springfield"), with a usual place of business at 100 Franklin Street, 9th Floor, Boston, Massachusetts 02210, with **QUITCLAIM COVENANTS**, the premises known as **29 Howard Street and North Side Union Street,** Springfield, Massachusetts (formerly the site of the Howard Street Armory), containing two separately assessed parcels of land described as follows:

PARCEL 1

Land, with building thereon, known as **29 Howard Street a/k/a SS Howard Street (Parcel-ID # 06802-0073),** and being a portion of the premises described in a deed dated May 30, 1980 and recorded with the Hampden County Registry of Deeds in Book 4988, Page 189 – see also deed dated April 11, 2006, and recorded in Hampden County Registry of Deeds, Book 15881, Page 280, and supposed to contain about 24,078 square feet and being Parcel I on attached Exhibit A.

PARCEL 2

Land known as **NS Union Street (Parcel-ID # 11750-0024),** and being a portion of the premises described in a deed dated May 30, 1980 and recorded with the Hampden County Registry of Deeds in Book 4988, Page 189 – see also deed dated April 11, 2006, and recorded in Hampden County Registry of Deeds, Book 15881, Page 280, and supposed to contain about 13,662 square feet being Parcel II and III on attached Exhibit A.

The said parcels are hereinafter referred to as the "Property".

The Property is more particularly described in Exhibit A attached hereto and made a part hereof

The Property is sold pursuant to Chapter 30B of the Massachusetts General Laws "as is".

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

There has been full compliance with the provisions of Chapter 44, Section 63A of the Massachusetts General Laws.

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 B.

CITY OF SPRINGFIELD

By_____
Domenic J. Sarno, Mayor

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.

_____

Notary Public
My Commission Expires:

EXHIBIT A

Those three certain parcels of land with the buildings and improvements thereon, on Howard Street and Union Street, Springfield, Hampden County, Massachusetts, being bounded and described as follows:

Parcel I

The parcel of land with the buildings thereon and the appurtenances thereto, situated in the City of Springfield, in the County of Hampden and Commonwealth of Massachusetts, bounded and described as follows:

Northerly by Howard Street ninety-nine and fifty one-hundredths (99.50') feet, Easterly by land now or formerly of Nelson C. Newell and by land now or formerly of George E. Mansfield two hundred thirty-nine and sixty-one one-hundredths (239.61') feet; Southerly by land now or formerly of Francis Norton and of owners unknown ninety-eight and eighty-three one-hundredths (98.83') feet; Westerly by land now or formerly of Elizabeth L. Warriner two hundred thirty-nine and eighty-one one-hundredths (239.81') feet.

Parcel II

A certain lot of land with the buildings thereon situated in said Springfield, bounded:

Northerly by lands formerly of Lydia Bates and Lewis Warriner, now of the Commonwealth of Massachusetts and the Roadstrand Company, Fifty-nine and three-fourths (59 3/4') feet; Easterly by land formerly of David Smith and now of the Heirs of Francis Norton, One hundred twenty-one (121) feet and ten (10) inches; Southerly by (West) Union Street Fifty-nine and three-fourths (59 ¾ ') feet; and Westerly by land formerly of said David Smith, now of the Heirs of Michael and Ellen O'Brien, One hundred twenty-one (121) feet and ten (10) inches.

Parcel III

A certain lot of land with the building thereon situated on the Northerly side of Union Street formerly West Union Street, in said Springfield, bounded and described as follows:

Beginning on said Union Street, at the Southwest corner of land formerly of William H. Smith, now of Helen T. Looney, and running thence Northerly on said land of said Helen T. Looney and other land of William H. Smith, Eighty-four (84) feet and six (6) inches; thence Westerly on said land of William H. Smith, Fifteen (15) feet and eight (8) inches; thence Northerly on said land of William H. Smith, Thirty-six (36) feet and seven (7) inches to land formerly of the Heirs of Ralph Day, now of the Commonwealth of Massachusetts; thence Westerly on land of The Commonwealth of Massachusetts, Forty-Three (43) feet and one (1) inch to land formerly of Emily J. Piper, now of Edwin J. Piper; thence Southerly on land of said Edwin J. Piper One hundred twenty-one feet and ten (10) inches to said Union Street; and thence Easterly on said Union Street Sixty-one (61) feet and seven (7) inches to the point of beginning.

Meaning and intending to convey the same premises described in a deed from the Commonwealth of Massachusetts dated May 30, 1980 and recorded with the Hampden County Registry of Deeds in Book 4988, Page 189 and Confirmatory Release Deed dated April 11, 2006, and recorded in Hampden County Registry of Deeds, Book 15881, Page 280.

EXHIBIT C-1

MASSACHUSETTS QUITCLAIM DEED BY CORPORATION (short form)

KNOW ALL PERSONS BY THESE PRESENTS that **CITY OF SPRINGFIELD**, 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 MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS ($1,600,000.00)**, grants to **BLUE TARP reDEVELOPMENT, LLC**, a Massachusetts limited liability company, ("MGM Springfield"), with a usual place of business at 100 Franklin Street, 9th Floor, Boston, Massachusetts 02210, with **QUITCLAIM COVENANTS**, the premises known as **59 Howard Street,** Springfield, Massachusetts (formerly the site of the Zanetti and Howard Street Schools), described as follows:

Land, with building thereon, known as **59 Howard Street a/k/a SS Howard Street (Parcel-ID # 06802-0065),** and supposed to contain about 70,675 square feet.

The said parcel is hereinafter referred to as the "Property".

The Property is more particularly described in Exhibit A attached hereto and made a part hereof

The Property is sold pursuant to Chapter 30B of the Massachusetts General Laws "as is".

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

There has been full compliance with the provisions of Chapter 44, Section 63A of the Massachusetts General Laws.

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 B.

CITY OF SPRINGFIELD

By_____
Domenic J. Sarno, Mayor

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.

_____

Notary Public
My Commission Expires:

EXHIBIT A

The land together with the building and improvements thereon located on Howard Street and Union Street, Springfield, Hampden County, Massachusetts, being bounded and described as follows:

Northerly by Howard Street, one hundred ninety two and 68/100 (192.68) feet to land now or formerly of Del Union Realty, LLC;

Easterly by land now or formerly of Del Union Realty, LCC three distances, two hundred sixty three and 72/100 (263.72) feet, four and 50/100 (4.50) feet and ninety nine and 08/100 (99.08) feet to Union Street;

Southerly by Union Street, two distances, one hundred seventeen and 99/100 (117.99) feet and seventy nine and 77/100 (79.77) feet to land now or formerly of Colvest/Columbus SPFLD, LLC;

Westerly by land now or formerly of Colvest/Columbus SPFLD, LLC, three hundred sixty four and 65/100 (364.65) feet to Howard Street.

All of the above measurements being more or less. The above parcel being the same premises shown on City of Springfield Assessors Map as Tax Parcel No. 06802-0065.

Ex. A 1

Office of Procurement
36 Court Street, Room 307
Springfield Massachusetts, 01103

April 2, 2013

Blue Tarp reDevelopment LLC ("MGM Springfield")
c/o Michael Mathis, Vice President,
Global Gaming Development
MGM Springfield
One Monarch Place, Suite 1140
Springfield, MA 01144

RE: Bid No. 13-206 - Request for Proposals for the Redevelopment Of 59 Howard Street (former Zanetti School/Howard Street School)

Dear Mr. Mathis:

After a thorough review of the proposals submitted in response to Bid No. 13-206, the "*Request for Proposals for the Redevelopment of 59 Howard Street*" ("RFP"), the evaluation committee's reviews and recommendations, and after consulting with the City Law Department, I am awarding a contract for the redevelopment of 59 Howard Street to Blue Tarp reDevelopment, LLC ("MGM Springfield"), in the amount of $1,600,000.00, subject to the following:

1) The City of Springfield rejects two of the conditions placed on MGM Springfield's proposal, specifically, that the payment of MGM Springfield's proposed nonrefundable deposit of $250,000.00 would be subject to: (i) MGM Springfield being selected as preferred developer on *both* Bid No. 13-206 and Bid No. 13-205 (*RFP for the redevelopment of 29 Howard Street - Armory Building*), and (2) the execution of a Host Community Agreement with the City of Springfield, as defined in Mass. Gen. Laws ch. 23K. See MGM Springfield Proposal, page 1.

2) As a result of this award, the City of Springfield will require MGM Springfield to do the following:

a) pay an immediate, non-refundable deposit of $25,000.00 to the City toward the purchase price of the property, payable no later than 10 days from the date of award; and

b) pay a second, non-refundable deposit of $250,000.00 to the City toward the purchase price of the property, within the 60-day due diligence period from the date of award. Upon receipt of this payment, the City agrees to extend the preferred developer status of MGM Springfield to June 30, 2014; and

c) pay the $1,325,000.00 balance of the purchase price to the City at the closing on the property, to take place on or before June 30, 2014. The transfer of the property is subject to the approval of the City Council and the Mayor. MGM Springfield's obligation to close on the property on or before June 30, 2014 *shall not be contingent* upon MGM Springfield obtaining a gaming license from the Massachusetts Gaming Commission.

3) After payment of the $25,000.00 initial non-refundable deposit, and if requested by MGM Springfield, the City and MGM Springfield will enter into a License and Access Agreement to grant MGM Springfield access to the property at 59 Howard for the purposes of site maintenance and security, throughout the term of the preferred developer status, subject to compliance with the License and Access Agreement.

4) During the term of the preferred developer status granted to it, MGM Springfield agrees to make payments in lieu of taxes (PILOT) to the City, based on the fair market value of the property as stated in MGM Springfield's proposal, for the property at 59 Howard Street. The amount and schedule of the payments will be determined by the Board of Assessors.

Please sign below to note your acceptance of these requirements. Thank you.

Sincerely,

Lauren Stabilo
Chief Procurement Officer

Accepted: MGM Springfield:

_____
Name: _____
Title: _____
Date signed: _____

Cc: Kevin Kennedy, Chief Development Officer
Edward M. Pikula, City Solicitor
Mayor Domenic J. Sarno

Frank Fitzgerald, Esq.
Fitzgerald Attorneys at Law, PC
46 Center Square
East Longmeadow, MA 01028

EX. A-2

Office of Procurement
36 Court Street, Room 307
Springfield Massachusetts, 01103

July 2, 2014

Blue Tarp reDevelopment LLC ("MGM Springfield")
c/o Michael Mathis, Vice President,
Global Gaming Development
MGM Springfield
One Monarch Place, Suite 1140
Springfield, MA 01144

RE: Addendum #1 to Award Letter for Bid No. 13-206 - Request for Proposals for the Redevelopment of 59 Howard Street (former Zanetti School/Howard Street School)

Dear Mr. Mathis:

In response to a request by the City of Springfield's Chief Administrative and Financial Officer Timothy J. Plante, and with the agreement of Blue Tarp reDevelopment LLC ("MGM Springfield"), I am revising the award letter for Bid No. 13-206, Request for Proposals for the Redevelopment of 59 Howard Street- (former Zanetti School/Howard Street School), to extend the deadlines for certain actions from June 30, 2014, to July 31, 2014, as follows:

*Paragraph 2(b), last sentence, is amended as follows:

"b) ..... Upon receipt of this payment, the City agrees to extend the preferred developer status of MGM Springfield to **July 31, 2014;** and"

*Paragraph 2(c) is amended as follows:

"c) pay the $1,325,000.00 balance of the purchase price to the City at the closing on the property, to take place on or before **July 31, 2014**. The transfer of the property is subject to the approval of the City Council and the Mayor. MGM Springfield's obligation to close on the property on or before **July 31, 2014** *shall not be contingent* upon MGM Springfield obtaining a gaming license from the Massachusetts Gaming Commission."

Please note that the City will also amend the "License Agreement" to extend the term to **July 31, 2014**.

Please sign below to note your acceptance of these revisions. Thank you.

Sincerely,

Lauren Stabilo
Chief Procurement Officer

Accepted: MGM Springfield:

_____

Name: _____

Title: _____

Date signed: _____

Cc: Kevin Kennedy, Chief Development Officer
Edward M. Pikula, City Solicitor
Mayor Domenic J. Sarno

Frank Fitzgerald, Esq.
Fitzgerald Attorneys at Law, PC
46 Center Square
East Longmeadow, MA 01028

EX. B-1

Office of Procurement
36 Court Street, Room 307
Springfield Massachusetts, 01103

April 2, 2013

Blue Tarp reDevelopment LLC ("MGM Springfield")
c/o Michael Mathis, Vice President,
Global Gaming Development
MGM Springfield
One Monarch Place, Suite 1140
Springfield, MA 01144

RE: Bid No. 13-205 - Request for Proposals for the Redevelopment of 29 Howard Street-Armory Building

Dear Mr. Mathis:

After a thorough review of the proposals submitted in response to Bid No. 13-205, the "*Request for Proposals for the Redevelopment of 29 Howard Street - Armory Building*" ("RFP"), the evaluation committee's reviews and recommendations, and after consulting with the City Law Department, I am awarding a contract for the redevelopment of 29 Howard Street to Blue Tarp reDevelopment, LLC ("MGM Springfield"), in the amount of $1,600,000.00, subject to the following:

1) The City of Springfield rejects two of the conditions placed on MGM Springfield's proposal, specifically, that the payment of MGM Springfield's proposed nonrefundable deposit of $250,000.00 would be subject to: (i) MGM Springfield being selected as preferred developer on *both* Bid No. 13-205 and Bid No. 13-206 (RFP for the redevelopment of 59 Howard Street, the former Zanetti School), and (2) the execution of a Host Community Agreement with the City of Springfield, as defined in Mass. Gen. Laws ch. 23K. See MGM Springfield Proposal, page 1.

2) As a result of this award, the City of Springfield will require MGM Springfield to do the following:

a) pay an immediate, non-refundable deposit of $25,000.00 to the City toward the purchase price of the property, payable no later than 10 days from the date of award; and

b) pay a second, non-refundable deposit of $250,000.00 to the City toward the purchase price of the property, within the 60-day due diligence period from the date of award. Upon receipt of this payment, the City agrees to extend the preferred developer status of MGM Springfield to June 30, 2014; and

c) pay the $1,325,000.00 balance of the purchase price to the City at the closing on the property, to take place on or before June 30, 2014. The transfer of the property is subject to the approval of the City Council and the Mayor. MGM Springfield's obligation to close on the property on or before June 30, 2014 *shall not be contingent* upon MGM Springfield obtaining a gaming license from the Massachusetts Gaming Commission.

3) Upon payment of the $25,000.00 initial non-refundable deposit, and the execution of a License and Access Agreement between MGM Springfield and the City, MGM Springfield will be granted access to the property at 29 Howard Street for the purposes of site maintenance and security, throughout the term of the preferred developer status, subject to compliance with the License and Access Agreement.

4) In light of the access granted to MGM Springfield for maintenance and security of the property during the preferred developer term as described in paragraph (3) above, MGM Springfield agrees to make payments in lieu of taxes (PILOT) to the City for the property at 29 Howard Street, based on the fair market value of the property as set forth in the MGM Springfield proposal. The amount and schedule of the payments will be determined by the Board of Assessors.

Please sign below to note your acceptance of these requirements. Thank you.

Sincerely,

Lauren Stabilo
Chief Procurement Officer

Accepted: MGM Springfield:

_____
Name: _____
Title: _____
Date signed: _____

Cc: Kevin Kennedy, Chief Development Officer
Edward M. Pikula, City Solicitor
Mayor Domenic J. Sarno

Frank Fitzgerald, Esq.
Fitzgerald Attorneys at Law, PC
46 Center Square
East Longmeadow, MA 01028

Ex. B-2

Office of Procurement
36 Court Street, Room 307
Springfield Massachusetts, 01103

July 2, 2014

Blue Tarp reDevelopment LLC ("MGM Springfield")
c/o Michael Mathis, Vice President,
Global Gaming Development
MGM Springfield
One Monarch Place, Suite 1140
Springfield, MA 01144

RE: Addendum #1 to Award Letter for Bid No. 13-205, Request for Proposals for the Redevelopment of 29 Howard Street-Armory Building

Dear Mr. Mathis:

In response to a request by the City of Springfield's Chief Administrative and Financial Officer Timothy J. Plante, and with the agreement of Blue Tarp reDevelopment LLC ("MGM Springfield"), I am revising the award letter for Bid No. 13-205, Request for Proposals for the Redevelopment of 29 Howard Street-Armory Building, to extend the deadlines for certain actions from June 30, 2014, to July 31, 2014, as follows:

*Paragraph 2(b), last sentence, is amended as follows:

"b) ..... Upon receipt of this payment, the City agrees to extend the preferred developer status of MGM Springfield to **July 31, 2014;** and"

*Paragraph 2(c) is amended as follows:

"c) pay the $1,325,000.00 balance of the purchase price to the City at the closing on the property, to take place on or before **July 31, 2014**. The transfer of the property is subject to the approval of the City Council and the Mayor. MGM Springfield's obligation to close on the property on or before **July 31, 2014** *shall not be contingent* upon MGM Springfield obtaining a gaming license from the Massachusetts Gaming Commission."

Please note that the City will also amend the "License Agreement" to extend the term to **July 31, 2014**.

Please sign below to note your acceptance of these revisions. Thank you.

Sincerely,

Lauren Stabilo
Chief Procurement Officer

Accepted: MGM Springfield:

_____

Name: _____

Title: _____

Date signed: _____

Cc: Kevin Kennedy, Chief Development Officer
Edward M. Pikula, City Solicitor
Mayor Domenic J. Sarno

Frank Fitzgerald, Esq.
Fitzgerald Attorneys at Law, PC
46 Center Square
East Longmeadow, MA 01028

City of Springfield

SCHEDULED

Meeting: 07/21/14 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2696

Order Authorizing the Purchase of 15 Catharine Street for Educational Purposes (Mayor Sarno)

WHEREAS, the Early Childhood Centers of Greater Springfield, Inc., seeks to sell its Early Childhood Education Center located at 15 Catharine Street in Springfield, MA., at the corner of State Street and Catharine Street; and

WHEREAS, the property consists of approximately 4.497 acres with frontage on Catharine Street and State Street; and

WHEREAS, the property is improved with a 1-story, 37,040 square foot building which was previously operated as an early childhood education center by the Early Childhood Centers of Greater Springfield, Inc. The building contains 4 infant classrooms, 8 toddler classrooms, 14 pre-school classrooms, a dance studio, a large gymnasium, a large commercial kitchen with 2 walk-in coolers/freezers, staff lounges, 13 staff and administrative offices, a conference room, a server room, a large outdoor play area with playground equipment, a small parking lot, and a large parking lot (90 parking spaces). The property is also immediately adjacent to the Rebecca Johnson Elementary School on Catharine Street; and

WHEREAS, the Springfield Public Schools has requested that the City purchase the property to be used for educational and related purposes; and

WHEREAS, the Springfield Public Schools proposes to use the property for a state-of-the-art early childhood education center which will provide an ideal model of early childhood programming through a private/public partnership between the private providers and the public schools. The proposed center will house a range of early childhood services and programs, including full or half-day programs, programs and services for young children with disabilities and English Language learners, programs for infants/toddlers and related services, early intervention services, and wraparound services to help support families to optimize their children's development. Wraparound services may include enrichment activities, social/emotional and behavioral supports, parent trainings and support groups, assessment supports and related services. The Springfield Public Schools envisions providing full and half day programs for students ages 3-5 years of age, and programs for infants and toddlers ages 0-3 years of age. This center would provide the opportunity to expand Springfield's vision of universal preschool by increasing early childhood seats through a collaboration of private and public providers in an effort to deliver high quality programs and services to our young children in order to better prepare them for academic success in later years; and

WHEREAS, the Springfield Public Schools does not have sufficient space to house all of its existing and prospective early childhood programs. This property has existing classroom space and other educational uses consistent with the School Department programs. The Premises has sufficient space and parking for the programs and

WHEREAS, the City is aware of no other property with these unique characteristics and location, and has determined that advertising pursuant to Mass. Gen. Laws ch. 30B, sec. 16, will not benefit its interests, and the City has submitted a determination to that effect for publication in the Central Register; and

WHEREAS, the City submitted a proposal to purchase the property for the amount of Two Million Eight-Hundred Sixty-Four Thousand Two-Hundred Dollars ($2,864,200.00), which represents the FY 2014 assessed value, subject to City Council approval of an appropriation of funds; approval of the acquisition by the City Council and the Mayor, and the seller's ability to transfer clear title to the property; and
WHEREAS, at a meeting on July 9, 2014, the Board of Directors of the Early Childhood Centers of

Greater Springfield, Inc., voted to accept the City's offer; and

WHEREAS, the City Council has approved an Order appropriating sufficient funds for this purpose;

NOW THEREFORE, BE IT ORDERED, pursuant to Mass. Gen. Laws ch. 30B,sec. 16, and Mass. Gen. Laws ch. 40, sec. 3, the City Council hereby authorizes the purchase of 15 Catharine Street, Springfield, MA., from the Early Childhood Centers of Greater Springfield, Inc., in the amount of Two Million Eight-Hundred Sixty-Four Thousand Two-Hundred Dollars ($2,864,200.00), and further authorizes the Mayor, on behalf of the City, to take whatever steps are necessary to complete the purchase, accept a deed to the property in a form approved by the Law Department, and pay the purchase price to the seller, subject to the seller's ability to transfer clear title to the property.

FINANCIAL IMPACT:

Purchase price is $2,864,200.00

City of Springfield
36 Court Street
Springfield, MA 01103

TABLED

ORDINANCE (ID # 2650)

Meeting: 07/21/14 07:00 PM
Department: Law
Category: Local Law
Prepared By: Anthony I. Wilson
Initiator: Anthony I. Wilson
Sponsors: Ward 3 Councilor Melvin A. Edwards
DOC ID: 2650 C

Ordinance Ethics Amendment - 2Nd Step

AN ORDINANCE TO AMEND the Code of the City of Springfield, Section 2 of Chapter 38 thereof, entitled Definitions, by amending the following sections:

1. Be it ordained by the Council of the City of Springfield, that the paragraph "Municipal Agent" in Section 2 of Chapter 38 shall be deleted and replaced as follows:

   A firm, company, partnership or person who for monetary compensation or its equivalent does any act to influence the decision of any covered City official where such decision concerns permitting, or the amendment, adoption, defeat, postponement or enforcement related thereto, legislation or the adoption, defeat or postponement of a standard, rate, rule, enforcement or regulation pursuant thereto, or any act to communicate directly with a covered City official to influence a decision concerning policy or procurement, or a firm, company or partnership which employs individuals for such purposes. The term "municipal agent" shall include a person who, as part of his/her regular and usual business or professional activities and not simply incidental thereto, attempts to influence any such decision, whether or not any compensation in addition to the salary for such activities is received for such services; provided, however, that for the purposes of this definition a person shall be presumed to engage in activity covered by this definition in a manner that is simply incidental to his/her regular and usual business or professional activities if he/she engages in any activity or activities covered by this definition for not more than 25 hours during any reporting period or receives less than $5,000 during any reporting period for any activity or activities covered by this definition, or a firm, company or partnership who employs individuals for such purposes. For purposes of this definition, "reporting period" shall mean the six-month periods from January 1 through June 30 and July 1 through December 31.

2. Be it ordained by the Council of the City of Springfield, that the paragraph "Municipal Agent" in Section 15(E) of Chapter 38 shall be deleted and replaced as follows:

   The City Clerk shall assess each lobbyist entity an annual filing fee of $250 to register the entity on the docket. The City Clerk shall assess each municipal agent an annual filing fee of $100 upon entering the agent's name on the docket. The City Clerk may, in his/her discretion and upon written request, waive the filing fees for a not-for-profit client or a lobbyist entity which registers to exclusively represent not-for-profit clients

HISTORY:

06/02/14	**City Council**	**REFERRED TO COMMITTEE**
Next: 06/16/14		
06/16/14	**City Council**	**COMMITTEE**

City of Springfield
36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 2711)

Meeting: 07/21/14 07:00 PM
Department: Law
Category: General
Prepared By: Anthony I. Wilson
Initiator: Anthony I. Wilson
Sponsors: Ward 8 Councilor Orlando Ramos
DOC ID: 2711 A

Ordinance - Rental Registration

Chapter 236 Rental Registration

ORD. NO. ___236

AN ORDINANCE (A LOCAL LAW) TO AMEND the Code of the City of Springfield, to include chapter 236.

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

1. Purpose and Intent.

A. It is the purpose of this ordinance to create a single-point uniform system for the registration of single-family rental properties and multi-family rental properties; and to protect the public health, safety and general welfare of the people of the city in occupied dwellings by recognizing that the offering for rental of dwelling units is a business and by classifying and regulating such business, the effect of which shall promote the following:
    1. To protect the character and stability of residential areas;
    2. To correct and prevent housing conditions that adversely affect or are likely to adversely affect the life, safety, general welfare and health, including the physical, mental and social well-being of persons occupying dwellings;
    3. To enforce minimum standards for the maintenance of existing residential buildings, and to thus prevent slums and blight;
    4. To preserve the value of land and buildings throughout the city;
    5. To protect the public from increased criminal activity which tends to occur in residential areas which are unstable due to dwellings which are blighted or are substandard.

B. It is not the intention of the city to interfere with contractual relationships between tenant and landlord. The city does not intend to intervene as an advocate for either party, or act as arbiter, nor be receptive to unsubstantiated complaints from tenants or landlords which are not specifically and clearly related to the provisions of this chapter.

2. Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

A. Accessory living quarters. Living quarters within an accessory building, which may not have kitchen facilities.

B. Building. Any structure having enclosed space and a roof for the housing or enclosure of persons, animals or chattels. The word "building" includes the word "structure."

C. Code. Ordinances of the city of Springfield that relate to fitness for habitation, construction, property maintenance, nuisances, occupancy, zoning, and use of any rental residential dwelling unit.

D. Code Official. Includes the code enforcement commissioner, deputy building inspector(s), code enforcement officers, fire marshall, fire inspector, and police officers.

E. Dwelling, assisted care. A building, or portion thereof, and consisting of five or more bedrooms, used for residential occupancy by a group. The dwelling is characterized by tenants with separate bedrooms for sleeping and that there are shared common areas for reception, recreation, living, cooking, laundry and the like. The unit is further signified by the presence of an employee(s) that provide various services such as housekeeping, maintenance, cooking, security, personal care, and transportation.

F. Dwelling, multiple. A building, or portion thereof, used for occupancy by three or more families living independently of each other and used for rental residential occupancy.

G. Dwelling, one-family. A building used for residential occupancy by one family.

H. RENTAL UNIT(S). A building, or portion thereof, used primarily rented or operated for compensation, and allowing occupancy by one or more persons for 30 or more consecutive days, including one-family and multiple dwellings, but not including hotels or motels. Rental units shall not include dormitories, owner-occupied two-family units, health-care facilities, or units designated specifically for the care of the sick, aged, disabled or convalescent.

I. Dwelling, two-family. A building, or portion thereof, used for occupancy by two families living independently of each other, and at least one of which is used for rental residential occupancy.

J. Dwelling unit. A dwelling, or portion of a dwelling, used by one family for cooking, living and sleeping purposes.

K. Effective date. The effective date shall be January 1, 2008.

L. Hotel or motel. A building, or portion thereof, or group of buildings in which lodging is customarily provided and offered to the public for compensation and which is open to transient guests on a daily basis, in contradistinction to a lodging house.

M. Landlord. The owner of a rental residential dwelling unit who offers residential property and its dwelling units, not occupied by the owner, to other persons not related by blood or marriage for some form of compensation through rental payments, lease payments, or some other similar contractual arrangement.

N. Lodging house. A building with more than two but not more than ten guest rooms where lodging with or without meals is provided for compensation.

P. Nursing home. An establishment which provides full-time convalescent or chronic care, or both, for four or more individuals who are not related by blood or marriage to the operator, and who, by reason of chronic illness or infirmity, are unable to care for themselves; excepting, however, establishments that predominately provide for care for the acutely ill or surgical or obstetrical services. A convalescent home and rest home are included in this definition. A hospital or sanitarium shall not be construed to be included in this definition.

Q. Person. Includes a firm, association, organization, partnership, trust, company or corporation as well as an agent, and an individual.

R. Tenant. A tenant, includes a person(s) under a rental agreement to occupy a dwelling unit for the purpose of residential occupancy. This includes a person(s) occupying a residential property by making rent or lease payments, or other similar agreements where the tenant does not have an equitable interest in the real property.

S. Tourist home. A building in which more than one but not more than five guest rooms are used to provide or offer overnight accommodations for transient guests for compensation. A bed and breakfast establishment is included in this definition.

3. Enforcement.

The code enforcement commissioner shall be responsible for the administration and enforcement of the provisions of this section.

5. Applicability and Exceptions.

A. The provisions of this chapter shall apply to the rental or leasing of rental dwelling units, and rental dwellings which contain such units, including one- and two-family rental residential dwelling units, multiple dwelling units, accessory living quarters, and lodging houses.

B. The provision of this chapter shall not apply to hotels and motels, nursing homes, or assisted care dwelling units, residential care facilities, Hospitals and Sanitariums.

C. The provision of this chapter shall not apply to rental units owned or operated by Federal, State, or City Government.

6. Registration

All owners of private residential rental housing units ("Owners"), in the City of Springfield shall register no later than July 1st of each year with the Department of Code Enforcement (“Department”) identifying the property by street address and the number of units that they own at each address. An owner of a rental unit, who does not reside within the subject dwelling, shall post and maintain or cause to be posted and maintained on such dwelling adjacent to the mailboxes for such dwelling or elsewhere in the interior of such dwelling in a location visible to the residents a notice constructed of durable material, not less than twenty (20) square inches in size, bearing her/his name, address and telephone number. If the owner is a realty trust or partnership, the name, address and telephone number of the managing trustee or partner shall be posted. If the owner is a corporation, the name, address and telephone number of the president of the corporation shall be posted. Where the owner employs a manager or agent who does not reside in such dwelling, such manager or agent's name, address and telephone number shall also be included in the notice. P.O. boxes do not satisfy the address requirement of this section. All owners must register each rental unit every 4 years with the Department, and must attest to and affirm that they are familiar with their obligations to comply with this section, the State Sanitary Code (105 CMR 410), the State Building Code (780 CMR), the City of Springfield Zoning Ordinance, Federal, State and Local fair housing regulations, and all other regulations applicable to residential dwellings, and that they intend to comply with said regulations, by signing a form provided by and approved by the Building Commissioner. An owner owning multiple units in the same building may submit one form representing all said units. Any owner residing outside of the Commonwealth of Massachusetts must designate a Springfield based resident agent authorized to accept service on the owner's behalf. All rental unit registrations shall be recorded in an electronic database of all owners for an initial fee of twenty-five dollars ($25.00), and annual renewal fees of fifteen dollars ($15.00) for each rental unit. The Commissioner shall work

to employ technology to the extent possible in order to optimize the fairness and effectiveness of the registration process.

7. Inspections.

A. Inspections of rental dwelling units shall be conducted by code officials and shall take place as follows:

1. Upon registration under section 12.20.060

2. Upon receipt of a complaint by a tenant or owner of a neighboring property that the rental dwelling unit or rental dwelling is substandard, hazardous or unfit for habitation if in the reasonable discretion of the code official, probable cause exists that the complaint is founded in fact and an inspection warranted.

8. Fees.

There shall be **a fee of $10.00 per unit** for the initial inspection, or for the first follow-up inspection relating thereto. In the event of any further follow-up inspection, a fee of fifteen ($15.00) per inspection shall be paid to the code enforcement department.\

9. Remedies in this chapter not exclusive.

The remedies provided in this chapter are not exclusive. The remedies are in addition to, and do not supersede or preempt, other remedies such as condemnation, written violation orders and warnings, criminal charges for violation of substantive provisions of any city or state sanitary code relating to housing maintenance, fire safety, building codes, zoning, health, and the like. The remedies in this chapter do not supersede or affect the legal rights and remedies of tenants provided under state law or this chapter. Where two or more provisions conflict with one another, the more stringent shall apply.

10. New construction.

The requirement of a inspection fee shall not apply to any building for which a certificate of occupancy has been issued by the city until five (5) years after the issuance of such certificate of occupancy.

11. Enforcement by injunction.

Any rental that is failed to comply with the provisions of section 6 will be assessed a fine of $300 per month for each month that the rental unit has not been noncompliant.

12. Enforcement by injunction.

The landlord's failure, refusal or neglect to comply with any of the provisions of this section may, in addition to any other remedy provided herein or in place thereof, be restrained, prohibited or enjoined by an appropriate proceeding instituted in a court of competent jurisdiction.

13. Chronic Offender Point System.

Residential rental property owners who fail to register or who repeatedly fail to comply with notices of violations, or warnings of non-compliance, or municipal fines, shall be assed points based on the following schedule at the time of registration or at the time the violation is found (property owners cannot be assessed points under more than one of the following sections for the same violation):

1) Inclusion on Problem Property list, (2 points)

2) Failure to comply with a notice of violation under the state sanitary code (105 CMR 400 & 401) the state building code (780 CMR), or Springfield zoning code, within the time frame provided, (1 point)

3) Failure to make a good faith effort to correct emergency violations after 2 inspections (2 points).

4) Failure to register and/or complete the inspection requirements (1 point).

Upon being assessed with points in excess of the amount allowed, as described in table #1 below, the Commissioner shall notify owners of their classification as a "chronic offender" by mail, return receipt requested. The Commissioner shall notify owners of each point assessed by mail, return receipt requested. The owner shall have 14 days to request a hearing to contest each point assessment or their classification as a chronic offender. Chronic offenders are subject to fines of $300, or the maximum allowed, for each subsequent point received in a 12 month rolling, and may also be subject to court prosecution under the applicable codes and regulations. Chronic offenders shall be required to request an inspection of each rental unit once every (3) three years, and it shall be mandatory that the Commissioner conduct said (3) three year inspection. Chronic offenders with less than 2 points in a rolling 12 month period shall have the chronic offenders classification removed on the last day of the 12 months following their classification.

# Rental Units owned	**Point Threshold in a 12 Month period**	**Point Threshold in a 16 Month period**
1 to 50 units	6	10
51 to 500 units	10	16
501 or more units	14	24

14. Severability.

If any section, subsection, or clause of this chapter shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

Approved as to form:

_____

Anthony I. Wilson
Assistant City Solicitor

REPORT TO CITY COUNCIL

ZONE CHANGE HEARING

PLOT and SECTION#: 3164 & Section 2 **DATE: July 21, 2014**

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

PETITIONER: Doucet Associates, Inc.

ADDRESS: 8 Enfield Street

CHANGE REQUESTED: Res B to Bus A

RECOMMENDATION: Recommend

Respectfully Submitted,

_____

Barbara Footit, Board Clerk

Doc ID: 2714

AMENDING SECTION 49 OF THE BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled ‘‘An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City’’, text enacted, April 21, 1971, as amended, is hereby further amended by changing from the zoning on **Plot #3164 & Section 2**, **Section Recommend** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked **“Recommend Building Zone Map of the City of Springfield.”**

Approved as to Form:

_____
Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on
July 21, 2014 , regarding the above Ordinance amendment.

_____
Kerry Dietz, Chairperson

Doc ID: 2714

To The City Council of the City of Springfield:

The undersigned respectfully petition your honorable body

to change the zoning of the property known as 8 Enfield Street (04700-0003) from Residence B to Business A.

Mailing Address:

8 Enfield Street
Springfield, I.O., MA 01151

Owner:

Anthony J. Nowak

I hereby certify that I am the owner or acting on behalf of the owner.

BY: Anthony J. Nowak
Anthony J. Nowak

Mailing Address:

136 West Street, Suite 103
Northampton, MA 01060

Petitioner:

Doucet & Associates, Inc.

I hereby certify that I am the petitioner or acting on behalf of the petitioner.

BY: Larry Rusiecki
Larry Rusiecki, P.E.

A true copy of a petition referred to the Planning Board on:
May 21, 2014

Attest: Wayman Lee **Wayman Lee, Esquire**

CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FOURTEEN

AN ORDINANCE

AMENDING SECTION 2 OF THE BUILDING ZONE MAP

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

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by changing from **Residence B to Business A** the zoning on **Plot #3164, Section 2** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked **"Section 2 Building Zone Map of the City of Springfield."**

Approved as to Form:

Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on July 16, 2014 regarding the above Ordinance amendment.

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

Katie Stebbins, Chairperson

CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FOURTEEN

AN ORDINANCE

AMENDING SECTION 2 BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by changing from **Residence B to Business A** the zoning on **Plot #3164, Section 2** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked **"Section 2 Building Zone Map of the City of Springfield."**

REPORT TO CITY COUNCIL
ZONE CHANGE HEARING

PETITION: #3164
SECTION: 2

DATE: July 17, 2014

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

PETITIONER: Anthony J. Nowak/Doucet & Associates, Inc.

ADDRESS: 8 Enfield Street (04700-0003)

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

PETITIONER'S PURPOSE STATEMENT: Expansion of existing funeral home operation.

DATE OF PUBLIC HEARING: July 16, 2014

DATE OF FINAL DECISION: July 16, 2014

BOARD MEMBERS PRESENT and COUNT: seven (7): Ms. Morin, Ms. DeFillipo, Ms. Stebbins, Mr. Swan, Mr. Florian, Ma. McQuade, Mr. Cignoli

FINAL MOTION: APPROVE

IN FAVOR: seven (7): Ms. Morin, Ms. DeFillipo, Ms. Stebbins, Mr. Swan, Mr. Florian, Ma. McQuade, Mr. Cignoli

OPPOSED: zero (0)

ABSTAINED: N/A

RECOMMENDATION: APPROVE

Respectfully submitted,

Katie Stebbins, Chairperson

OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
ANALYSIS FOR A ZONE CHANGE

8 ENFIELD STREET, I.O. (04700-0003)
RESIDENCE B TO BUSINESS A

GENERAL INFORMATION

Applicant:	Anthony J. Nowak/Doucet & Associates, Inc.
Request:	Residence B to Business A
Location:	8 Enfield Street, I.O.
Parcel Size:	6,000 s.f.
Purpose:	Expansion of existing funeral home.
Surrounding Land Use and Zoning:	The property is located in the Indian Orchard neighborhood. This site is located in an area with a mix of commercial and residential uses. The surrounding land uses include: To the north are offices building and retail operation zoned Business A. To the south are single-family homes zoned Residence B. To the east is an apartment building zoned Business A. To the west is a funeral home zoned Business A.
Comprehensive/ Neighborhood Plan:	The Indian Orchard Neighborhood Plan shows no changes to this area.
Site Visit:	6-10-14
Urban Renewal Plan:	This parcel is not located within an urban renewal district.
Neighborhood Council Notification:	Indian Orchard Citizens Council: 6-3-14
Planning Board Hearing Date:	6-18-14

SPECIAL INFORMATION

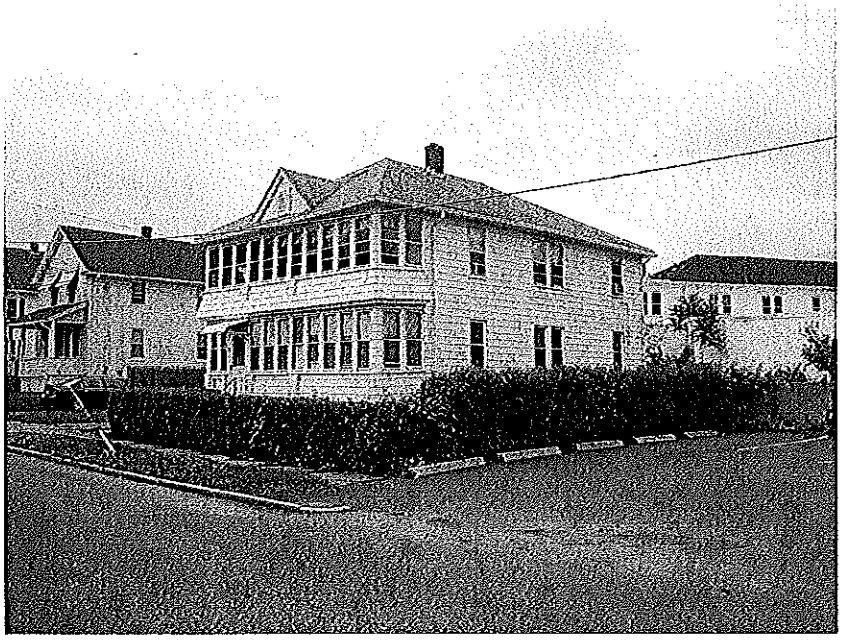
Traffic & Parking:	N/A
Physical Characteristics:	N/A
Other Notes:	N/A

ANALYSIS

The petitioner has requested to change the zoning of the property known as 8 Enfield Street from Residence B to Business A. The site is currently a single-family house.

As noted above the site sits directly behind existing Nowak Funeral Home. It should also be noted that the property is also owned by the Nowak family. The petitioner has indicated the property is needed to be

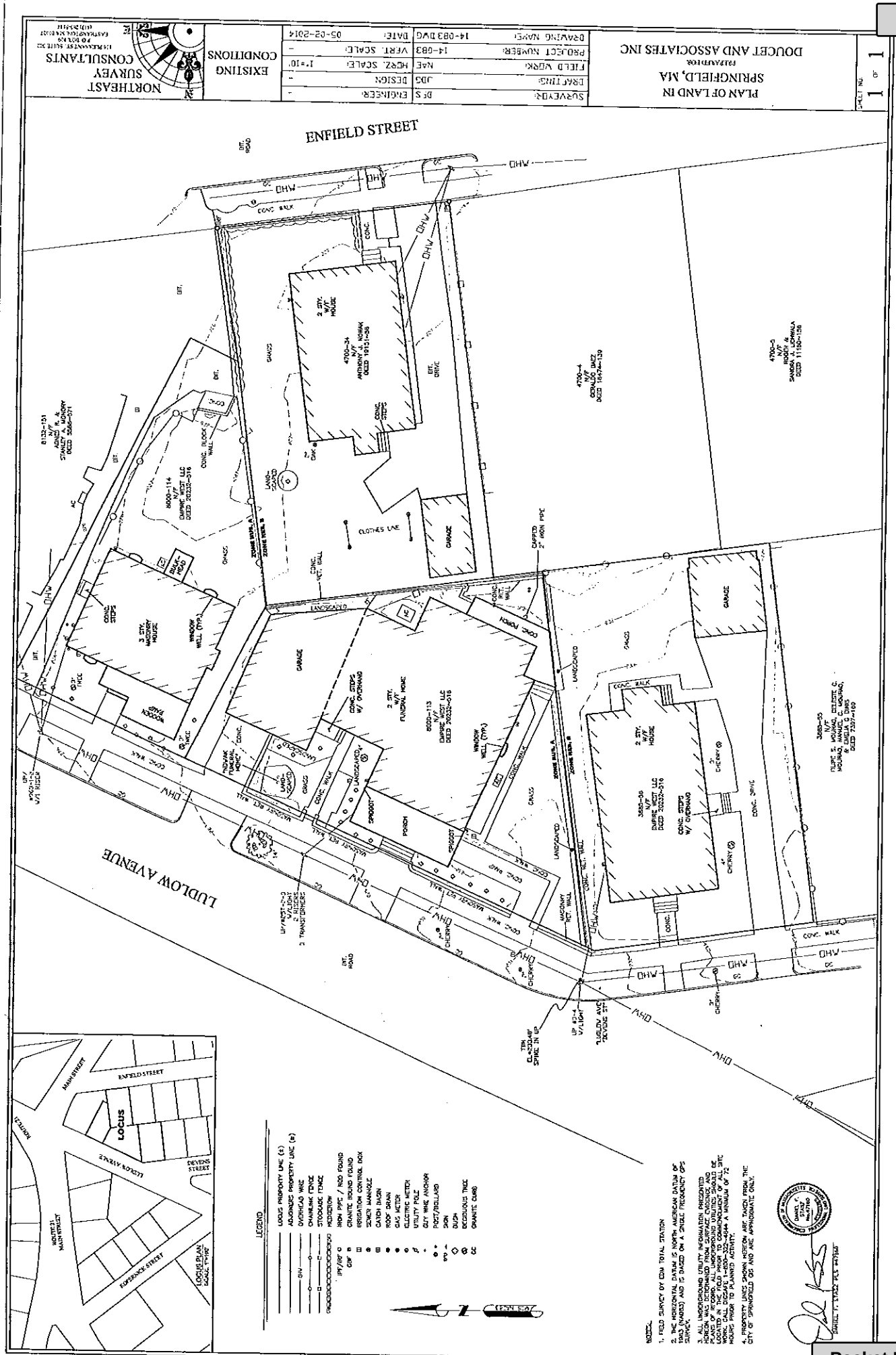
rezoned in order to accommodate a significant renovation/expansion of the funeral home operation. This proposed work will include an expansion that will extend onto the adjoining property located at 8 Enfield Street. As such, a re-zoning of the property is required. It should be noted that after speaking with the petitioner, there are no plans to demolish the existing single-family home.

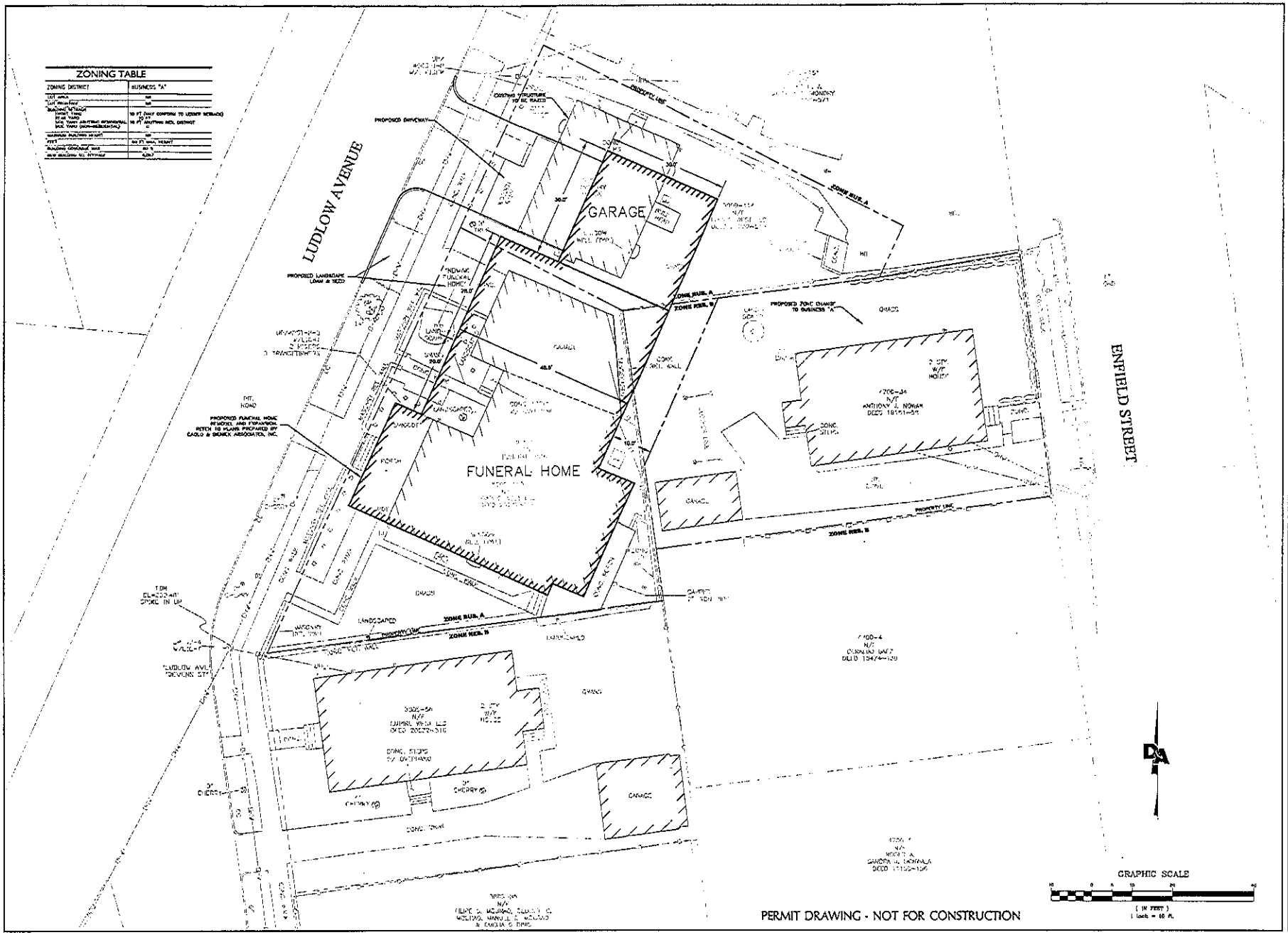


After a review of the proposed plans and visiting the site, the staff does not object to the proposed change. As noted above, this area currently has a mix of commercial and residential uses. Further, the staff believes that this proposed zoned change will allow for the expansion of an established business within the Indian Orchard neighborhood while also still keeping the residential character along Enfield Street.

RECOMMENDATION

Approve.



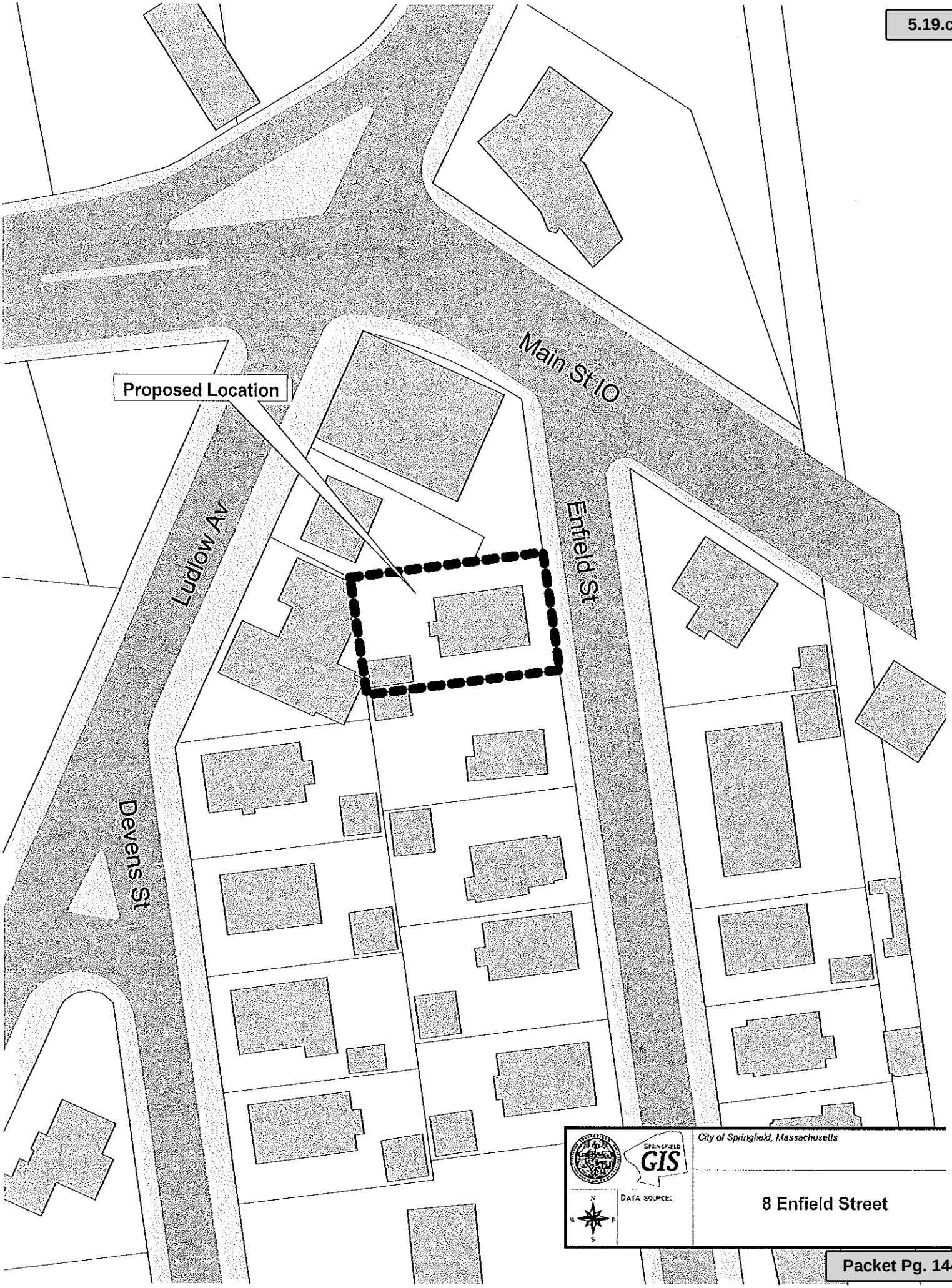


D&A DOUCET & ASSOCIATES
Civil Engineering • Planning
134 West Street - Suite 103
Northampton, MA 01060
Phone: (413) 587-2133
www.doucetandassociates.com

Site Plan

Nowak Funeral & Cremation Services
Funeral Home Expansion
15 Ludlow Avenue
Springfield, MA 01151

Scale: 1" = 10'
Designed: LAK
Drawn: JDB
Reviewed: TJH
Date: 9/17/2014
SHEET
C-1
1 OF 1
Project No: 678-002



REPORT TO CITY COUNCIL

ZONE CHANGE HEARING

PLOT and SECTION#: 3165 & Section 15 **DATE: July 21, 2014**

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

PETITIONER: Springfield City Council

ADDRESS: See Above

CHANGE REQUESTED: Ind A to Res B

RECOMMENDATION: Not Recommend

Respectfully Submitted,

_____

Barbara Footit, Board Clerk

Doc ID: 2715

AMENDING SECTION 49 OF THE BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled ‘‘An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City’’, text enacted, April 21, 1971, as amended, is hereby further amended by changing from the zoning on **Plot #3165 & Section 15, Section Not Recommend** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked **“Not Recommend Building Zone Map of the City of Springfield.”**

Approved as to Form:

_____
Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on
July 21, 2014 , regarding the above Ordinance amendment.

_____
Kerry Dietz, Chairperson

Doc ID: 2715

To The City Council of the City of Springfield:

The undersigned respectfully petition your honorable body

to change from Industrial A to Residence B the following properties: 32 Albert Ave (00180-0007), 90 Michon St (08610-0011), NS Michon St (08610-0013), NS Michon St (08610-0015), 114 Michon St (08610-0017), NS Michon St (08610-0023), NS Michon St (08610-0024), NS Michon St (08610-0025), SS Michon St (08610-0031), SS Michon St (08610-0032), 127 Farnham Ave (04950-0017), 117 Michon St (08610-0034), 113 Michon St (08610-0035), 109 Michon St(08610-0036), 103 Michon St (08610-0037), 97 Michon St (08610-0038), 87 Michon St (08610-0039), SS Michon St (08610-0040), NS Cardinal St (02350-0001), NS Cardinal St (02350-0005), 114 Cardinal St (02350-0006), 118 Cardinal Street (02350-0007), 137 Farnham Ave (04950-0016), 134 Cardinal St (02350-0009), 140 Cardinal St (02350-0010), NS Cardinal St (02350-0014), NS Cardinal St (02350-0015), SS Cardinal St (02350-0016), 151 Cardinal St (02350-0017), 143 Cardinal St (02350-0018), 139 Cardinal St (02350-0019), 129 Cardinal St (02350-0023), SS Cardinal St (02350-0024), SS Cardinal St (02350-0025) and SS Cardinal St (02350-0032).

Mailing Address

36 Court Street
Springfield, MA 01103

Petitioner:

Springfield City Council

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

BY: [signature]

BY: [signature]

BY: [signature]

[signature]

A true copy of a petition referred to the Planning Board on:
May 21, 2014

Attest: [signature] **Wayman Lee, Esquire**

CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FOURTEEN

AN ORDINANCE

AMENDING SECTION 15 OF THE BUILDING ZONE MAP

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

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by changing from **Industrial A to Residence B** the zoning on **Plot #3165, Section 15** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked **"Section 15 Building Zone Map of the City of Springfield."**

Approved as to Form:

Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on June 4, 2014 and July 16, 2014 regarding the above Ordinance amendment.

4 Person(s) appeared in favor, and 8 Person(s) appeared in opposition.

Katie Stebbins, Chairperson

CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FOURTEEN

AN ORDINANCE

AMENDING SECTION 15 BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by changing from **Industrial A to Residence B** the zoning on **Plot #3165, Section 15** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked **"Section 15 Building Zone Map of the City of Springfield."**

REPORT TO CITY COUNCIL
ZONE CHANGE HEARING

PETITION: #3165 **DATE: July 17, 2014**
SECTION: 15

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

PETITIONER: Springfield City Council

ADDRESS: Land generally encompassed by Albert Avenue, Michon Street, Farnham Avenue and Cardinal Street, Indian Orchard (see attached for full list)

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

PETITIONER'S PURPOSE STATEMENT: Bring zoning into conformance with predominate landuse.

DATE OF PUBLIC HEARING: June 4, 2014 & July 16, 2014

DATE OF FINAL DECISION: July 16, 2014

BOARD MEMBERS PRESENT and COUNT: seven (7): Ms. Morin, Ms. DeFillipo, Ms. Stebbins, Mr. Swan, Mr. Florian, Ma. McQuade, Mr. Cignoli

FINAL MOTION: Not to approve

IN FAVOR: seven (7): Ms. Morin, Ms. DeFillipo, Ms. Stebbins, Mr. Swan, Mr. Florian, Ma. McQuade, Mr. Cignoli

OPPOSED: zero (0)

ABSTAINED: N/A

RECOMMENDATION: NOT TO APPROVE

Respectfully submitted,

Katie Stebbins, Chairperson

Parcels to be re-zoned:

32 Albert Ave (00180-0007), 90 Michon St (08610-0011), NS Michon St (08610-0013), NS Michon St (08610-0015), 114 Michon St (08610-0017), NS Michon St (08610-0023), NS Michon St (08610-0024), NS Michon St (08610-0025), SS Michon St (08610-0031), SS Michon St (08610-0032), 127 Farnham Ave (04950-0017), 117 Michon St (08610-0034), 113 Michon St (08610-0035), 109 Michon St(08610-0036), 103 Michon St (08610-0037), 97 Michon St (08610-0038), 87 Michon St (08610-0039), SS Michon St (08610-0040), NS Cardinal St (02350-0001), NS Cardinal St (02350-0005), 114 Cardinal St (02350-0006), 118 Cardinal Street (02350-0007), 137 Farnham Ave (04950-0016), 134 Cardinal St (02350-0009), 140 Cardinal St (02350-0010), NS Cardinal St (02350-0014), NS Cardinal St (02350-0015), SS Cardinal St (02350-0016), 151 Cardinal St (02350-0017), 143 Cardinal St (02350-0018), 139 Cardinal St (02350-0019), 129 Cardinal St (02350-0023), SS Cardinal St (02350-0024), SS Cardinal St (02350-0025) and SS Cardinal St (02350-0032).

OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
ANALYSIS FOR A ZONE CHANGE

LAND GENERALLY ENCOMPASSED BY ALBERT AVENUE, I.O., MICHON STREET, I.O., FARNHAM AVENUE I.O. AND CARDINAL STREET, I.O.

INDUSTRIAL A TO RESIDENCE B

GENERAL INFORMATION

Applicant:	Springfield City Council
Request:	Industrial A to Residence B
Location:	Land generally encompassed by Albert Avenue, Michon Street, Farnham Avenue and Cardinal Street, Indian Orchard
Parcel Size:	N/A
Purpose:	Change the zoning to reflect the predominate character of the neighborhood.
Surrounding Land Use and Zoning:	The property is located in the Indian Orchard neighborhood and the area has a mix of both commercial/industrial and residential uses.
Comprehensive/ Neighborhood Plan:	The Indian Orchard Neighborhood Plan shows no changes to this area.
Site Visit:	5-30-14
Urban Renewal Plan:	This parcel is not located within an urban renewal district.
Neighborhood Council Notification:	Indian Orchard Neighborhood Council: 5-20-14
Planning Board Hearing Date:	5-4-14

SPECIAL INFORMATION

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

ANALYSIS

The Springfield City Council has petitioned to change the zoning of a number of parcels of land generally encompassed by Albert Avenue, Michon Street, Farnham Avenue and Cardinal Street within the Indian Orchard neighborhood. The proposed request would change the properties included in the zone change from Industrial A to Residence B.

As with many large scale neighborhood zone changes, the staff reviews the proposed request to ensure that the proposed zoning classification reflects the predominate character of the neighborhood. While this has

historically been an industrial neighborhood, over the last several years a number of two-family homes have been developed. It should be noted, that in most cases Industrial A does not allow residential uses. However, in the case where lots have been previously laid out for residential development, as is this case with these streets, residential development has been allowed.

While the staff is in agreement that the predominate character of this section of the neighborhood has gone from industrial to residential, the staff does not believe it is appropriate to re-zone the properties that are currently being used for industrial/commercial uses. As such, the staff is recommending that only the parcels that are currently two-family homes and parcels which are currently vacant be re-zoned to Residence B. The staff believes that this would change the majority of the zoning to reflect the predominate character of the neighborhood while still allowing the existing businesses to be conforming uses.

In that regard, the City Council has identified two parcels (SS Michon Street – 08610-0031&0032) as part of this proposed zone change. These parcels are currently being used in conjunction with the existing construction operation located at 145 Michon Street. While there is no building on this property, the site is being used for storage of construction materials. It should be noted that the Zoning Code Enforcement Department has been out to this site a number of times and it is their determination that this site is not in violation of the zoning ordinance. While this property does directly abut a residential use, the staff does not believe that it is appropriate to re-zone an existing business and limit the overall capacity to operate legally.

RECOMMENDATION

Amend. The staff recommends approval of the proposed zone change with the removal of the properties known as **SS Michon Street (08160-0031&0032).**

Proposed Zone Change

Farnham Av

Cardinal St

Michon St

Dubois St

Albert Av

Dunhill Av

Indian Orchard
Zone Change

City of Springfield, Massachusetts

DATA SOURCE: SPRINGFIELD GIS

Recommended Zone Change

Farnham Av

Cardinal St

Michon St

Dubois St

Albert Av

Dunhill Av

Indian Orchard
Zone Change

City of Springfield, Massachusetts

DATA SOURCE:

SPRINGFIELD GIS