



City of Springfield

Regular Meeting

~ Final ~

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

Linda Fitzpatrick
413-787-6559

Monday, July 21, 2014

7:00 PM

Springfield City Hall -- Council Chambers

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.

Attendee Name	Title	Status	Arrived
Zaida Luna	Ward 1 Councilor	Present	
Timothy C. Allen	Ward 7 Councilor	Present	
E. Henry Twiggs	Ward 4 Councilor	Present	
Kenneth E. Shea	Ward 6 Councilor	Present	
Kateri B. Walsh	Vice President - At-Large Councilor	Present	7:08 PM
Melvin A. Edwards	Ward 3 Councilor	Present	
Bud L. Williams	At-Large Councilor	Present	
Orlando Ramos	Ward 8 Councilor	Present	
Timothy J. Rooke	At-Large Councilor	Present	
Clodo Concepcion	Ward 5 Councilor	Present	
Justin Hurst	At Large Councilor	Present	
Thomas M. Ashe	At-Large Councilor	Present	
Michael A. Fenton	President - Ward 2 Councilor	Present	

Moment of Silence - Pledge of Allegiance

I. Communications

1. Order (ID # 2710)

May Revenue Vs Expenditure Report

COMMENTS - Current Meeting:

Read and Patrick Burns, City Comptroller made a presentation to the City Council relative to the period ending 5-31-14 and the Report shows that the City had spent 88% of the yearly budget but was on track for a balance budget for fiscal year 14 and will have the final numbers for FY14 at the September meeting. Mr. Burns said he would meet with any Councilor or the Finance Committee if they have further questions. Council received the Report by a unanimous vote and the Report was put on file for the Finance Committee to discussion.

ATTACHMENTS:

- May Revenue Vs. Expenditure Report (PDF)

RESULT: RECEIVE REPORT**II. Report of Committees****A. Report from the Finance Committee**

The City Council Finance Committee met on July 14, 2014 (Councilors Rooke, Concepcion and Shea) to discuss the purchase of 15 Catherine Street, 50 Warehouse Street and ESCO programs for schools and municipal buildings with Finance Department and Facilities Management and Chair Rooke gave a verbal report that the Committee had met and approved the 2 purchases and ESCO program but wanted environmental testing done at 15 Catherine Street and 50 Warehouse Street prior to any closing. The Council received the report by a unanimous voice vote.

III. Grants**2. Order (ID # 2706)**

Energy Efficiency Improvements (ESCO), \$10,000,000.00

COMMENTS - Current Meeting:

Read the first time and Rule 19 suspended and an explanation was given by Patrick Sullivan, Director of Parks, Building and Recreation Management that the order is to appropriate \$10,000,000 dollars to pay the cost of making energy efficiency improvements to 23 school buildings and 19 city buildings, including the payment of all other costs incidental and related thereto 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 and read a second time and the Order passed by a unanimous voice vote. Councilor Rooke stated that the Order needed a roll call vote and Councilor Williams made a Motion to Reconsider and was seconded by Councilor Rooke and said motion passed by a unanimous voice vote and the Order on Reconsideration passed by the following roll call vote.

ATTACHMENTS:

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

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

3. Order (ID # 2694)

EEA Grant - North Riverfront Park - \$1.1M - Match Req'd

COMMENTS - Current Meeting:

Read and an explanation was given by Patrick Sullivan, Director of Parks, Building and Recreation Management that the grant in the amount of \$1,300,000 dollars was from Executive Office of Energy and Environmental Affairs, Gateway Cities Park

Program Grant with a City match of \$300,000 dollars for total project cost \$1,600,000 dollars to be used to improve park quality and advance park equity in urban communities at the North Riverfront Park including additional landscaping and plantings to increase green space in the park, fence replacement, pavement repair and replacement and the installation of a Fit Course and the Order passed by a unanimous voice vote.

ATTACHMENTS:

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

RESULT: PASSED BY VOICE VOTE

4. Order (ID # 2695)

Balliet Splash Pad Grant - \$200,000 - Match Req'd

**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**

COMMENTS - Current Meeting:

Read and an explanation was given by Patrick Sullivan, Director of Parks, Building and Recreation Management that the grant in the amount of \$200,000 dollars was from Executive Office of Energy and Environmental Affairs, Our Common Backyard Program Grant and requires a City match of \$50,000 dollars for a total project cost of \$250,000 dollars to fund site improvement and construction of a new splash pad at the Balliet School and the Order passed by a unanimous voice vote.

ATTACHMENTS:

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

RESULT: PASSED BY VOICE VOTE

5. Order (ID # 2700)

MassAHEC - No Match Required \$114,000

COMMENTS - Current Meeting:

Read and an explanation was given by Helen Caulton-Harris, Commissioner Health and Human Services that the grant in the amount of \$114,000 dollars was from MassAHEC Network contracted with the University of Massachusetts/Worcester to be used to advance public health practice and improve access to quality health care to all by promoting health careers and improving education in undeserved and culturally diverse communities in Massachusetts and the City and the Order passed by a unanimous voice vote.

ATTACHMENTS:

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

RESULT: PASSED BY VOICE VOTE**6. Order (ID # 2693)**

MOCI - FY15 - \$87,000 - No Match

COMMENTS - Current Meeting:

Read and an explanation was given by Millie Johnson, Director of Mayor's Office of Consumer Information that the grant in the amount of \$87,000 dollars was from Office of the Attorney General, Local Consumer Aid Fund Grant for the period July 1, 2014 through June 30, 2015 to be used to fund the operation of a "Local Consumer Program" to educate consumers on their protection rights and to mediate consumer complaints and to fund staff salaries and student intern stipends and other office expenses and the Order passed by a unanimous voice vote.

ATTACHMENTS:

- FY15 Consumer Information Letter (PDF)

RESULT: PASSED BY VOICE VOTE**7. Order (ID # 2707)**

Green Communities Competitive Grant - No Match Required \$100,000

COMMENTS - Current Meeting:

Read and an explanation was given by Patrick Sullivan, Director of Parks, Building and Recreation Management that the grant in the amount of \$100,000 dollars was from Department of Energy Resources, Green Communities Complete Grant with no match to be used to replace the boilers at the Glenwood School and the Order passed by a unanimous voice vote.

ATTACHMENTS:

- springfield_CPT3_award_letter (2) (PDF)

RESULT: PASSED BY VOICE VOTE**8. Order (ID # 2704)**

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

COMMENTS - Current Meeting:

Read and an explanation was given by Helen Caulton-Harris, Commissioner Health and Human Services that the grant in the amount of \$80,000 dollars was from State Department of Public Health, Bureau of Substance Abuse Services " Stop Access Grant" (5034) for the period July 1, 2014 through June 30, 2015 to be used for under age drinking testing prevention programs and the Order passed by a unanimous voice vote.

ATTACHMENTS:

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

RESULT: PASSED BY VOICE VOTE

9. Order (ID # 2703)

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

COMMENTS - Current Meeting:

Read and an explanation was given by Helen Caulton-Harris, Commissioner Health and Human Services that the grant in the amount of \$80,000 dollars was from State Department of Public Health, Bureau of Substance Abuse Services " Stop Access Grant" (5035) for the period July 1, 2014 through June 30, 2015 to be used for under age drinking testing prevention programs in the Mason Square area and the Order passed by a unanimous voice vote.

ATTACHMENTS:

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

RESULT: PASSED BY VOICE VOTE

10. Order (ID # 2701)

FY15 Tobacco Grant Acceptance - No Match- \$63,432.00

COMMENTS - Current Meeting:

Read and an explanation was given by Helen Caulton-Harris, Commissioner Health and Human Services that the grant in the amount of \$63,432 dollars was from Tobacco Control Program FY15 Grant, State Department of Public Health to be used for the tobacco control programs and the Order passed by a unanimous voice vote.

ATTACHMENTS:

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

RESULT: PASSED BY VOICE VOTE

11. Order (ID # 2702)

FY14 AHEC Model Grant - No Match Required \$2,000

COMMENTS - Current Meeting:

Read and an explanation was given by Helen Caulton-Harris, Commissioner Health and Human Services that the grant is an increase in the award in the amount of \$2,000 dollars was from FY14 AHEC Model Grant, from the University of Massachusetts, Worcester for the period of September 1, 2013 to August 31, 2014 to be used to provide support, enhance, and promote the educational, professional and personal development of 100+ coalition members and other interested community health/outreach workers in Hampden, Hampshire and Franklin and the Order passed by a unanimous voice vote.

ATTACHMENTS:

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

RESULT: PASSED BY VOICE VOTE**IV. General Business****12. Order (ID # 2712)**

State Primary Warrant

COMMENTS - Current Meeting:

Read and an explanation was given by Gladys Oyola, Election Commission stating that the Order was to issues the warrant for the 2014 State Primary election for US Congress, State Constitution Offices and certain Hampden County Offices, for Tuesday, September 9, 2014 and the Order passed by a unanimous voice vote.

RESULT: PASSED BY VOICE VOTE**13. Order (ID # 2713)**

Polling Place Primary 2014

COMMENTS - Current Meeting:

Read and an explanation was given by Gladys Oyola, Election Commission stating that the Order was to the set the polling places for the 2014 State Primary election for US Congress, State Constitution Offices and certain Hampden County Offices, for Tuesday, September 9, 2014. Councilors Williams and Twiggs expressed concerns about change to Ward 5, Precinct F to Church of the Acres, 1383 Wilbraham Road from Duggan Junior High School, 1015 Wilbraham Road because of the lack of notice and time for voterS to adjust to new location, Councilor Concepcion said he made the suggestions because of the lack of parking at the Duggan location and because elderly voters would not want to walk from the parking on the other side of the building. Councilor Hurst spoke stating that no location should change if the issue is the lack of notice and made a motion to keep all locations the same. Councilor Luna spoke stating that the Ward 1 location is need because the current location is in an office setting and the new location has parking and has better handicapped accessible and the voters had requested the change. Councilor Hurst withdrew his motion and the Order passed by the following role call vote.

RESULT:	ADOPTED AS AMENDED [10 TO 3]
MOVER:	Bud L. Williams, At-Large Councilor
SECONDER:	E. Henry Twiggs, Ward 4 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Ashe
NAYS:	Clodo Concepcion, Justin Hurst, Michael A. Fenton

Motion To: A. Motion to Amend the Name of the Polling Place

COMMENTS - Current Meeting:

Councilor Williams made a motion to change the name of the polling place for Ward 1, Precinct C from New North Drop-In Center to New North Youth Center at 1775 Dwight Street and was seconded by Councilor Luna and said motion passed by a unanimous voice vote.

RESULT:	ADOPTED VOICE
----------------	----------------------

Motion To: B. Motion to Change the Location of Polling Place

COMMENTS - Current Meeting:

Councilor Williams made a motion to change the polling place for Ward 5, Precinct F from Church of the Acres, 1383 Wilbraham Road back to Duggan Junior High School, 1015 Wilbraham Road and was seconded by Councilor Twiggs and said motion passed by the following roll call vote.

RESULT:	ADOPTED [10 TO 3]
MOVER:	Bud L. Williams, At-Large Councilor
SECONDER:	E. Henry Twiggs, Ward 4 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Ashe
NAYS:	Clodo Concepcion, Justin Hurst, Michael A. Fenton

14. Order (ID # 2708)

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

COMMENTS - Current Meeting:

Read and an explanation was given by Amber Gould, Senior Program Manager from the Office of Housing and Melvyn Altman, Associate City Solicitor that the property was being transferred to Gioia, LLC pursuant to a tax title foreclosure proceeding under the Abutter Lots Sales Program and was sold for \$423 dollars and the Order passed by the following roll call vote.

ATTACHMENTS:

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

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

15. Order (ID # 2697)

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

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.

COMMENTS - Current Meeting:

Read and an explanation was given by City Solicitor Edward Pikula, Law Department that the 2 properties are being transferred to MGM's Springfield real estate development corporation Blue Tarp ReDevelopment located at 59 Howard Street (former Zanetti School/Howard Street School) and 29 Howard Street (Armory Building) pursuant to a competitive RFP where MGM Springfield submitted proposals to purchase each property for \$1.6 million for a total of \$3.2 millions. Solicitor Pikula also said that MGM Springfield would pay a non-refundable deposit of \$25,000 within 10 days of the award; another \$250,000 non-refundable deposit within 60 days of the award and pay the balance of \$1,325,000 at the closing on or about July 31, 2014 which is not contingent upon MGM Springfield obtaining a gaming license from the Mass Gaming Commission. Solicitor Pikula further stated that MGM Springfield will be making a payment in lieu of taxes (PILOT) to the City in the amount \$160,000 at the closing. Councilor Rooke spoke stating that contrary to the opponents MGM Springfield has live up to every promise they made to the City and this is another example of their commitment to the City and the Order passed by the following roll call vote.

ATTACHMENTS:

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

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

16. Order (ID # 2696)

Order Authorizing the Purchase of 15 Catharine Street for Educational Purposes

FINANCIAL IMPACT:

Purchase price is \$2,864,200.00

COMMENTS - Current Meeting:

Read and the Order was withdrawn at the request of the sponsor without a vote.

RESULT: WITHDRAWN

(17.) (ID # 2650) 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

RESULT: REFERRED TO COMMITTEE

Next: 9/15/2014 7:00 PM

COMMENTS - Current Meeting:

Read for 1st time on June 2, 2014 and explanation with given by Councilor Edwards that he offering 2 amendments to the current Ethics Ordinance (Chapter 38) by reducing total number of hours to qualify as a lobbyist from 50 to 25 hours and the amount of income from \$10,000 to \$5,000 and to reduce the annual fee for a lobbyist from \$500 to \$250 in hopes that all lobbyists and municipal agents would comply with the City Ordinance registration requirements. Councilors Williams and Walsh questioned the need to reduce the amount and hours and "if it ain't broken don't fix it." Councilor Shea asked if attorney are covered by the Ordinance and Anthony Wilson, Associate City Solicitor and City Clerk Lee said attorney are not required to registered if they are representing their client and Councilor Edwards made a motion to refer to committee and was seconded by Councilor Walsh and was referred to the General Government Committee by a unanimous voice vote.

Read for the second time on June 16, 2014 and referred back to General Government Committee because Councilor Edwards was absent on a motion by Councilor Williams and seconded by Councilor Walsh by a majority voice vote with Councilors Twiggs and Edwards absent.

Read again for second time on July 21, 2014 and explanation with given by Councilors Edwards said that the Ordinance still needed work and ask that it be referred back to Committee to the General Government Committee.

Motion To: A.. Motion to Refer back to Committee

COMMENTS - Current Meeting:

Councilors Edwards said that the Ordinance still needed work and ask that it be referred back to Committee to the General Government Committee. Councilor Walsh made a Motion to refer back to committee and was seconded by Councilor Rooke and said Motion passed by a unanimous voice vote.

RESULT: ADOPTED VOICE

(18.) (ID # 2711) 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 assessed 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

RESULT: REFERRED TO COMMITTEE**Next: 9/15/2014 7:00 PM****COMMENTS - Current Meeting:**

Read and explanation with given by Councilors Ramos that the Ordinance is 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; and (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. 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. Councilor Ramos spoke about a study from the University of Texas School of Law (study attached) and stated that rental property registration is an essential tool for creating code enforcement system that effectively identifies problem properties and through random inspections, to deter landlords from engaging in deferred maintenance and lax property management and is self funding from a fee ranging from \$10 to \$25 per year and the Ordinance recommended fee is \$10 per unit for the 1st and follow-up inspection and \$15 for any additional inspections. Councilors Ramos said he shares some the concerns expressed during public speak-out and the last thing he wants to do is impose additional finance burden on the property owners that already in compliance by some type exceptions or waiver system and maybe quarterly inspections or stagger inspections to alleviate some of the pressure on the Code Enforcement Department. Councilors Shea, Edward, Williams and Twiggs spoke expressing concerns about implementation, other ordinances on the books already and Councilor Shea said that it behooves the Council to get some input before moving forward and made a Motion to refer to committee and was seconded by Councilor Edwards and said Motion passed by a unanimous voice vote and was referred to the Planning and Economic Development Committee.

ATTACHMENTS:

- [An_Analysis_of_Rental_Property_Registration_in_Austin](#) (PDF)

Motion To: A. Motion to refer to Planning and Economic Development Committee**COMMENTS - Current Meeting:**

Councilor Shea spoke saying that it behooves the Council to get some input before moving forward and made a Motion to refer to committee and was seconded by Councilor Edwards and said Motion passed by a unanimous voice vote and was referred to the Planning and Economic Development Committee.

RESULT: ADOPTED VOICE

V. Suspension of Rules

Suspension of Council Rule 12

Suspension of Rule 12 - Question comes on the suspension of Council Rule 12 and said suspension passed by a unanimous voice vote.

19. Zoning Ordinance (ID # 2714)

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

PETITIONER: Doucet Associates, Inc.

ADDRESS: 8 Enfield Street

CHANGE REQUESTED: Res B to Bus A

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed 1st step and was referred to the Committee on Ordinances by a unanimous voice vote.

ATTACHMENTS:

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

RESULT: RECEIVED 1ST STEP

Next: 8/18/2014 7:00 PM

20. Zoning Ordinance (ID # 2715)

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.

PETITIONER: Springfield City Council

ADDRESS: See Above

CHANGE REQUESTED: Ind A to Res B

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed 1st step and was referred to the Committee on Ordinances by a unanimous voice vote.

ATTACHMENTS:

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

RESULT: RECEIVED 1ST STEP

Next: 8/18/2014 7:00 PM



City of Springfield

ADOPTED

1.1

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)

RESULT: RECEIVE REPORT

CITY OF SPRINGFIELD, MASSACHUSETTS

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

ADOPTED

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

3.2

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.

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

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

ADOPTED

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

3.3

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**

RESULT: PASSED BY VOICE VOTE

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.



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.

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



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

CONTRACTOR LEGAL NAME: City of Springfield (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, 9 th 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

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

The following **COMMONWEALTH TERMS AND CONDITIONS** (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.
☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
☐ **Rate Contract** (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
☒ **Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or **new** Total if Contract is being amended). \$ 1,300,000.

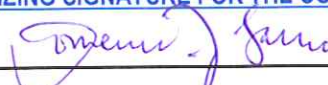
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through [EFT](#) 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: ☒ 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:
☒ 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: <u></u> Date: <u>4/30/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor, City of Springfield</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Richard K. Sullivan Jr.</u> Print Title: <u>Secretary, Office of Energy and Environmental Affairs</u>
--	--



ATTACHMENT 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

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							
SITE PREPARATION & SITE DEMOLITION							
SILT FENCE EROSION CONTROL	1	LS	\$10,000	\$10,000	\$10,000		\$10,000
CONSTRUCTION ENTRANCE	800	LF	\$10,000	\$8,000			\$67,930
R&D MISC ITEMS	1	LS	\$5,000	\$5,000			
R&D PAVEMENT	1	LS	\$3,500	\$3,500			
R&D FENCE	49,930	SF	\$1,000	\$49,930			
	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	\$40,000	\$12,000			
STRIP GRAVEL FROM SLOPE AND REMOVE	80	CY	\$20,000	\$1,600			
PLANT BED SOIL AMENDMENTS	200	CY	\$40,000	\$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	\$20,000	\$64,400			
CONCRETE PAD FOR PAVILION	870	SF	\$15,000	\$13,050			
GRASS PAVERS	4,575	SF	\$20,000	\$91,500			
BITUMINOUS CONCRETE DRIVEWAY	12,375	SF	\$7,000	\$86,625			

4/11/2014

G2A GeoEnvironmental, Inc.

Page 1

Attachment: northriverfrontparkgrant (2694 : EEA Grant - North Riverfront Park - \$1.1M - Match Req'd)

**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	14,004	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			
					\$106,750		\$106,750
FIT COURSE							
MOBILIZATION, SITE PREP AND DEMO	1	LS	\$2,500	\$2,500			
P&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			
			CONTINGENCY 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

4/11/2014

Page 2

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.

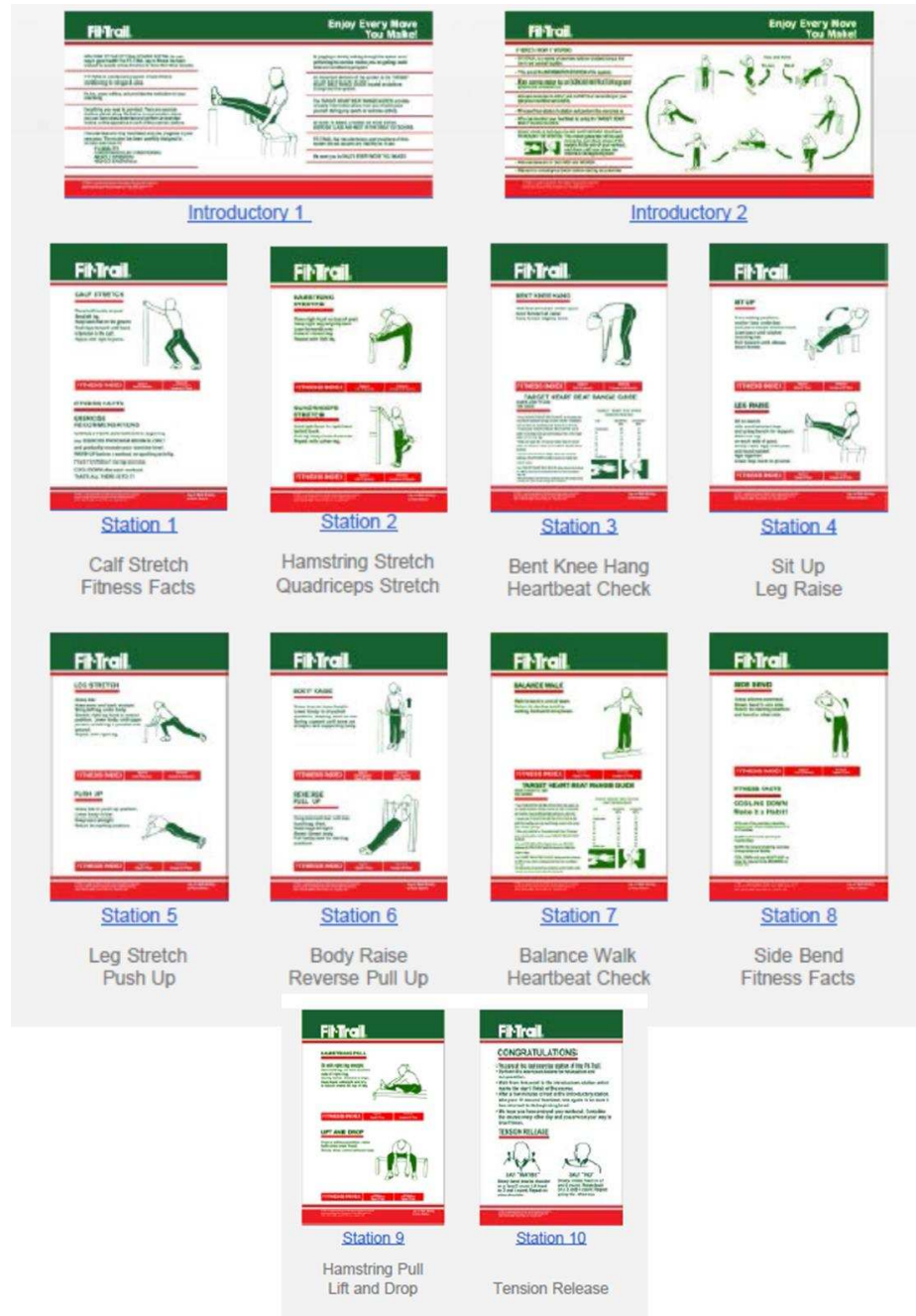
Specific provisions:

- 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 performing 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

ADOPTED

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

3.4

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 fiscal budget constraints preventing the City from proceeding with the improvements as a single comprehensive project; and

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

Whereas, The Executive Office of Energy and Environmental Affairs (EEA) is providing reimbursable grants to cities and towns to support the preservation and restoration of urban parks through the 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**

RESULT: PASSED BY VOICE VOTE



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

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).

Attachment: OCB.BallietParkSplashPad.AwardLetter (2695 : Balliet Splash Pad Grant - \$200,000 - Match Req'd)

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.

Attachment: CAFO Certification Balliet Splash Pad (2695 : Balliet Splash Pad Grant - \$200,000 - Match Req'd)



City of Springfield

ADOPTED

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

3.5

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 and 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

RESULT: PASSED BY VOICE VOTE



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.

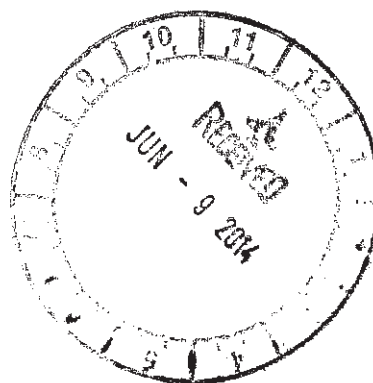
If this contract is acceptable to you, please ask Mayor Domenic Sarno to sign all three copies (in blue ink). Once completed, please return to me for processing. Once fully executed, a copy will be returned to you for your records.

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
Project Coordinator

Encl. (4)





*waited
5000 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.

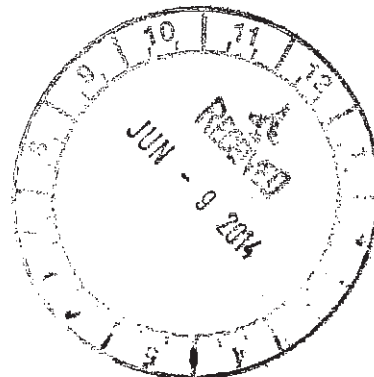
If this contract is acceptable to you, please ask Mayor Domenic Sarno to sign all three copies (in blue ink). Once completed, please return to me for processing. Once fully executed, a copy will be returned to you for your records.

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
Project Coordinator

Encl. (4)



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

**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 of 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) To: 6/30/2015 (mm/dd/yyyy)
(Start Date) (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)

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

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 ☒ 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.
- ☒ 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.
- ☒ 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 caused 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 Contract 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

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

IN WITNESS W
of the date first.

UNIVERSITY OF MA
Worcester Co

Sig: _____
Signature of individ

Name: Linda J. Cragin
Title: Director, MassA

Sig: _____
Signature of individ

Name: Charlene Cutro
Title: Director of Fir

Sig: _____
Signature of individ

Name: Joyce A. Murphy
Title: Executive Vice

Sig: _____
Signature of individ

Name: Michael F. Col
Title: Senior Vice Pr

Speed Type

Department I

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

IN WITNESS WHEREOF, the Parties have caused this Contract to be
of the date first above written.

3.5.a

UNIVERSITY OF MASSACHUSETTS

Worcester Campus

CON

City

Serv

Sig: _____
Signature of individual exercising Budgetary Control

Sig: _____

Name: Linda J. Cragin

Name: _____

Title: Director, MassAHEC Network

Title: _____

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

Speed Type 103615

Account 757200

Department ID W400800000

Program A01

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

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

Account

Fund

Department ID

Program

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 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 6/3/2014

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)

Attachment: MassAHEC Grant Set-up form (2700 : MassAHEC - No Match Required \$114,000)

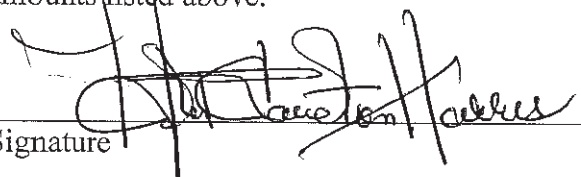
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

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 

Date 6/18/2014

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

ADOPTED

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

3.6

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

RESULT: PASSED BY VOICE VOTE



MARTHA COAKLEY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

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

June 16, 2014

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
Massachusetts Attorney General

*please cc.
to Ed P. / TG. / Miller J.
& Bill M.
for clarifications
if follow through
on
Mike
WS*

RECEIVED
JUN 20 2014
BY: Jackson



City of Springfield

ADOPTED

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

3.7

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

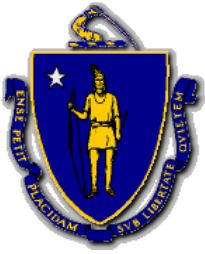
WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

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

RESULT: PASSED BY VOICE VOTE



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.

Attachment: springfield_CPT3_award_letter (2) (2707 : Green Communities Competitive Grant - No Match Required \$100,000)

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,

A handwritten signature in black ink, appearing to read "Lisa Capone", with a long horizontal flourish extending to the right.

Lisa Capone, Deputy Director
Green Communities Division



City of Springfield

ADOPTED

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

3.8

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

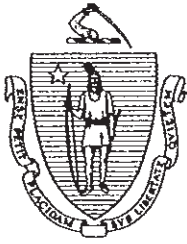
WHEREAS, the Department has accepted the grant funds and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

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

RESULT: PASSED BY VOICE VOTE



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

DEVAL L. PATRICK
 GOVERNOR

TIMOTHY P. MURRAY
 LIEUTENANT GOVERNOR

JOHN W. POLANOWICZ
 SECRETARY

CHERYL BARTLETT
 COMMISSIONER

March 12, 2014

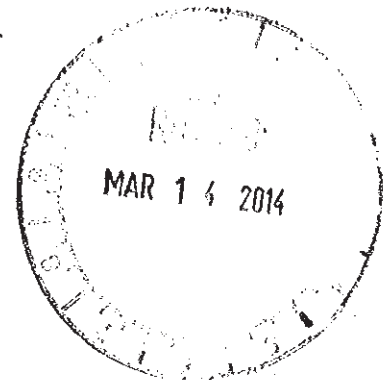
TO: City Of Springfield
 RE: Contract# INTF2354MM3901115034

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



Attachment: STOP Access 5034 - Award Letter (2704 : Stop Access (5034) - No Match Required \$80,000)

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/osg 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 <u>Prior</u> to Amendment: <u>06/30, 20 14</u>. Enter Amendment Amount: \$ <u>80,000.00</u>. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☒ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☐ Commonwealth Terms and Conditions ☒ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>560,000.00</u>.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ☒ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) 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 <u>prior</u> to the Effective Date. ☒ 2. may be incurred as of <u>07/01, 20 14</u>, a date <u>LATER</u> than the Effective Date below and no obligations have been incurred <u>prior</u> to the Effective Date. ☐ 3. were incurred as of ___, 20 ___, a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 20 15</u>, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u>, this Standard Contract Form including the <u>Instructions and Contractor Certifications</u>, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u>, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u><i>Domenic J. Sarno</i></u> Date: <u>1/23/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u><i>Sharon Dyer</i></u> Date: <u>2/10/2014</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

Attachment: STOP Access 5034 - Award Letter (2704 : Stop Access (5034) - No Match Required \$80,000)



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

DEVAL L. PATRICK
 GOVERNOR

TIMOTHY P. MURRAY
 LIEUTENANT GOVERNOR

JOHN W. POLANOWICZ
 SECRETARY

CHERYL BARTLETT
 COMMISSIONER

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.

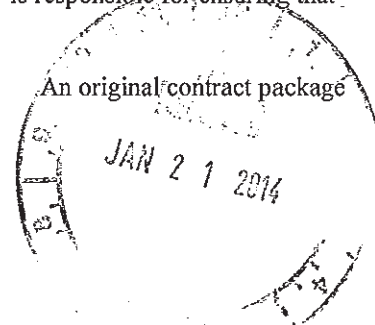
As of July 1, 2011 the POS Office will no longer be making copies of a completed contract package and returning to your contract manager. The POS Office will continue to send copies of all forms signed by a Department representative. Please make copies of all relevant documents for your files before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



Attachment: STOP Access 5034 - Award Letter (2704 : Stop Access (5034) - No Match Required \$80,000)



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

DEVAL L. PATRICK
GOVERNOR

JOHN W. POLANOWICZ
SECRETARY

CHERYL BARTLETT
COMMISSIONER

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

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

Attachment: STOP Access 5034 - Award Letter (2704 : Stop Access (5034) - No Match Required \$80,000)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

3.8.a

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

CONTRACTOR LEGAL NAME: City Of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: 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	Phone: 617-624-6190
Contractor Vendor Code: VC6000192140		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	
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 <u>Prior</u> to Amendment: <u>06/30, 20 14</u> . Enter Amendment Amount: \$ <u>80,000.00</u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☒ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☐ Commonwealth Terms and Conditions ☒ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>560,000.00</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ☐ % PPD; Payment issued within 15 days ☐ % PPD; Payment issued within 20 days ☐ % PPD; Payment issued within 30 days ☐ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☒ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) 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 <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☒ 2. may be incurred as of <u>07/01, 20 14</u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☐ 3. were incurred as of <u> </u> , 20 <u> </u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 20 15</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

Attachment: STOP Access 5034 - Award Letter (2704 : Stop Access (5034) - No Match Required \$80,000)

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 ☒ RFR Reference # 901115
☐ Legislative exemption ☐ Emergency ☐ Collective Purchase ☐ Interim ☒ Amendment

SCOPE OF SERVICES: ☐ Bidders Response Attached ☒ 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

	FUNDING SUMMARY					
	Prior Years		Current Years		Future Years	
	FY	Amount	FY	Amount	FY	Amount
Price is established through: (Check 1, 2, or 3)						
☐ OPTION 1: PRICE AGREEMENT (list price) \$ _____ Rate Regulation (if any) _____	2013	\$ 80,000.00	2014	\$ 80,000.00	2015	\$ 80,000.00
☐ OPTION 2: SUMMARY BUDGET ("T" Lines only) ☐ Unit Rate ☐ Cost Reimbursement ☐ Other _____	2012	\$ 80,000.00				
	2011	\$ 80,000.00				
	2010	\$ 80,000.00				
	2009	\$ 80,000.00				
☒ OPTION 3: COMPLETED BUDGET ☒ Cost Reimbursement ☐ Unit Rate ☐ Other _____						
	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:

Attachment: STOP Access 5034 - Award Letter (2704 : Stop Access (5034) - No Match Required \$80,000)

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.

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.

Signature

Date:

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.

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. #:		
	Program Component	Current		Amend. Change		New		COST REIMBURSEMENT ONLY		
		FTE	Amount	FTE	Amount	FTE	Amount	Offset	Source	Reimbursable Cost
UFR Title #	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141)									
	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.

Attachment: STOP Access 5034 - Award Letter (2704 : Stop Access (5034) - No Match Required \$80,000)

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

Attachment: STOP Access 5034 - Award Letter (2704 : Stop Access (5034) - No Match Required \$80,000)

	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

Attachment: STOP Access 5034 - Grant Set-up (2704 : Stop Access (5034) - No Match Required \$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

Attachment: STOP Access 5034 - Grant Set-up (2704 : Stop Access (5034) - No Match Required \$80,000)

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

ADOPTED

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

3.9

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

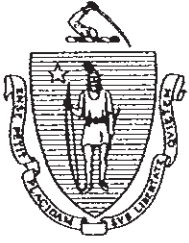
WHEREAS, the Department has accepted the grant funds and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

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

RESULT: PASSED BY VOICE VOTE



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

DEVAL L. PATRICK
 GOVERNOR

TIMOTHY P. MURRAY
 LIEUTENANT GOVERNOR

JOHN W. POLANOWICZ
 SECRETARY

CHERYL BARTLETT
 COMMISSIONER

*Jo
 Almg*

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



Attachment: STOP Access 5035 - Award Letter (2703 : Stop Access (5035) - No Match Required \$80,000.00)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: City Of Springfield (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 <u>Prior</u> to Amendment: <u>06/30, 20 14</u> . Enter Amendment Amount: \$ <u>80,000.00</u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☒ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☐ Commonwealth Terms and Conditions ☒ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>600,000.00</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ☒ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) 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 <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☒ 2. may be incurred as of <u>07/01, 20 14</u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 3. were incurred as of <u>06/30, 20 14</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 20 15</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>7/23/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>7/20/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

Attachment: STOP Access 5035 - Award Letter (2703 : Stop Access (5035) - No Match Required \$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

DEVAL L. PATRICK
 GOVERNOR

TIMOTHY P. MURRAY
 LIEUTENANT GOVERNOR

JOHN W. POLANOWICZ
 SECRETARY

CHERYL BARTLETT
 COMMISSIONER

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.

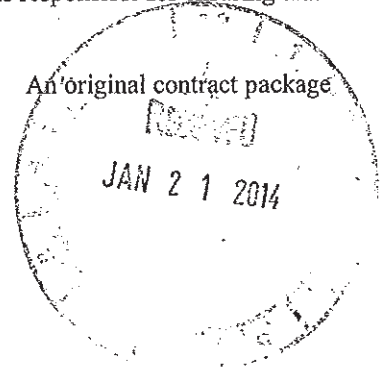
As of July 1, 2011 the POS Office will no longer be making copies of a completed contract package and returning to your contract manager. The POS Office will continue to send copies of all forms signed by a Department representative. Please make copies of all relevant documents for your files before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



Attachment: STOP Access 5035 - Award Letter (2703 : Stop Access (5035) - No Match Required \$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

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

Attachment: STOP Access 5035 - Award Letter (2703 : Stop Access (5035) - No Match Required \$80,000.00)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



3.9.a

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

CONTRACTOR LEGAL NAME: City Of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: 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	Phone: 617-624-6190
Contractor Vendor Code: VC6000192140		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	
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 <u>Prior</u> to Amendment: <u>06/30, 20 14</u> . Enter Amendment Amount: \$ <u>80,000.00</u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☒ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☐ Commonwealth Terms and Conditions ☒ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>600,000.00</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ☒ statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) 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 <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☒ 2. may be incurred as of <u>07/01, 20 14</u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☐ 3. were incurred as of <u>___, 20 ___</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 20 15</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

Attachment: STOP Access 5035 - Award Letter (2703 : Stop Access (5035) - No Match Required \$80,000.00)

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 Morrissey Telephone: 413-787-6822	Contact Person: Sokonthea Dao Telephone: 617-624-6190

RFR INFORMATION: ☐ Attached ☒ RFR Reference # 901115
☐ Legislative exemption ☐ Emergency ☐ Collective Purchase ☐ Interim ☒ Amendment

SCOPE OF SERVICES: ☐ Bidders Response Attached ☒ 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

	FUNDING SUMMARY					
	Prior Years		Current Years		Future Years	
	FY	Amount	FY	Amount	FY	Amount
Price is established through: (Check 1, 2, or 3)						
☐ OPTION 1: PRICE AGREEMENT (list price) \$ _____ Rate Regulation (if any) _____	2013	\$ 80,000.00	2014	\$ 80,000.00	2015	\$ 80,000.00
☐ OPTION 2: SUMMARY BUDGET ("T" Lines only)	2012	\$ 80,000.00				
☐ Unit Rate	2011	\$ 108,000.00				
☐ Cost Reimbursement	2010	\$ 92,000.00				
☐ Other _____	2009	\$ 80,000.00				
☒ OPTION 3: COMPLETED BUDGET	Total	\$ 440,000.00	Total:	\$ 80,000.00	Total:	\$ 80,000.00
☒ Cost Reimbursement						
☐ Unit Rate						
☐ Other _____						
	Multi Years Total:					\$ 600,000.00

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

Additional Payment or Price Specifications:

Attachment: STOP Access 5035 - Award Letter (2703 : Stop Access (5035) - No Match Required \$80,000.00)

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 #: 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.

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.

Signature

Date:

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.

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. #:	
---------------	--	---------------	--	----------------------	--	---------------	--	--------------	--

	Program Component	Current		Amend. Change		New		COST REIMBURSEMENT ONLY		
		FTE	Amount	FTE	Amount	FTE	Amount	Offset	Source	Reimbursable Cost
UFR Title #	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141)									
	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.

Attachment: STOP Access 5035 - Award Letter (2703 : Stop Access (5035) - No Match Required \$80,000.00)

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 bilingual (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 bilingual (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

Attachment: STOP Access 5035 - Award Letter (2703 : Stop Access (5035) - No Match Required \$80,000.00)

	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).
-----	--

Attachment: STOP Access 5035 - Award Letter (2703 : Stop Access (5035) - No Match Required \$80,000.00)



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 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

Attachment: STOP Access 5035 - Grant Set-up (2703 : Stop Access (5035) - No Match Required \$80,000.00)

Is this a Reimbursable Grant?

(Y/N) YES

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

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

Entity Name	MA 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

Attachment: STOP Access 5035 - Grant Set-up (2703 : Stop Access (5035) - No Match Required \$80,000.00)

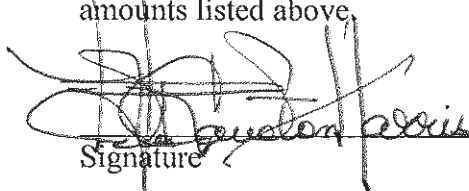
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

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.

Attachment: STOP Access 5035 - Grant Set-up (2703 : Stop Access (5035) - No Match Required \$80,000.00)



City of Springfield

ADOPTED

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

3.10

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;

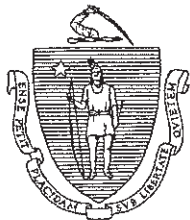
WHEREAS, the Department has accepted the grant funds and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

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

RESULT: PASSED BY VOICE VOTE



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

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."

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

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



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/osc 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 E-Mail: hcaulton@springfieldcityhall.com		Billing Address (if different): Contract Manager: Dazlee Alvarado E-Mail: Dazlee.Alvarado@state.ma.us	
Phone: 413787-6456 Fax: 4137876458		Phone: 617-624-5918 Fax: 617-624-5921	
Contractor Vendor Code: VC6000192140 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	
<u>— NEW CONTRACT</u> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ☐ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) ☐ <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ☐ <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) ☐ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		<u>X CONTRACT AMENDMENT</u> Enter Current Contract End Date <u>Prior</u> to Amendment: <u>06/30, 20 14.</u> Enter Amendment Amount: \$ <u>63,432.00.</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☒ <u>X Amendment to Scope or Budget</u> (Attach updated scope and budget) ☐ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ☐ <u>Contract Employee</u> (Attach any updates to scope or budget) ☐ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>261,728.00.</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____ % PPD; Payment issued within 15 days ____ % PPD; Payment issued within 20 days ____ % PPD; Payment issued within 30 days ____ % PPD. If PPD percentages are left blank, Identify reason: ____ agree-to-standard 45 day cycle ____ statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); ☒ <u>X</u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <u>Renewal or Extension Only</u>			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☐ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☒ 2. may be incurred as of <u>07/01, 20 14.</u> , a date LATER than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☐ 3. were incurred as of ____, 20____, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 20 15.</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (Incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>5/23/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

Scope of Services

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

Contract ID #: INTF2903P01200218192

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

☐ **New Contract**

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

☒ **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).



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 6/19/2014

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

Attachment: Tobacco Control Grant Set-up (2701 : FY15 Tobacco Grant Acceptance - No Match- \$63,432.00)

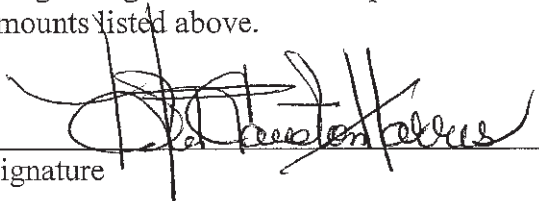
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 28415205

Object Codes: 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

ADOPTED

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

3.11

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

RESULT: PASSED BY VOICE VOTE

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		 Helen Caulton Harris Executive Director	
Date		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 Address: Department of Health & Human Services 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 <i>Helen Caulton-Harris</i> 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

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

Please attach the following documents:

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

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



City of Springfield

ADOPTED

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

4.12

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. 6th, 7th, 9th, 10th, 11th, 12th
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)

RESULT: PASSED BY VOICE VOTE



City of Springfield

AMENDED

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

4.13

Polling Place Primary 2014 (Mayor Sarno)

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 YOUTH CENTER1772 DWIGHT
STREET**
D. BAY STATE PLACE414
CHESTNUT STREET
E. BAY STATE PLACE414
CHESTNUT STREET
F. HOBBY CLUB309
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 CLUB481 CAREW
STREET
B. SPRINGFIELD BOYS AND GIRLS CLUB481 CAREW
STREET
C. SPRINGFIELD BOYS AND GIRLS CLUB481 CAREW
STREET
D. VAN SICKLE SCHOOL, GYM1170 CAREW
STREET
E. VAN SICKLE SCHOOL, GYM. 1170 CAREW
STREET
F. SAFETY COMPLEX.1212 CAREW
STREET
G. BOWLES SCHOOL24 BOWLES
PARK
H. VAN SICKLE SCHOOL, GYM1170 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 CTR116	FLORENCE
E.	JC WILLIAMS COMMUNITY CTR116	FLORENCE
F.	HOLY NAME CHURCH/SOCIAL CENTER.....323	DICKINSON
G.	HOLY NAME CHURCH/SOCIAL CENTER.....323	DICKINSON
H.	HOLY NAME CHURCH/SOCIAL CENTER.....323	DICKINSON

WARD 4

A.	REBECCA M. JOHNSON SCHOOL55	CATHERINE
B.	REBECCA M. JOHNSON SCHOOL55	CATHERINE
C.	MASON SQUARE LIBRARY765 STATE STREET	
D.	HIGHLAND HOUSE, INC.....250	OAK GROVE
E.	MASON SQUARE FIRE STATION33 EASTERN AVENUE	
F.	AIC CORNIOTES HALL.....1053 STATE ST (Corner of Homer)	
G.	INDEPENDENCE HOUSE.1475	ROOSEVELT
H.	AIC CORNIOTES HALL1053 STATE ST (Corner of Homer)	

WARD 5

A.	HIGH SCHOOL OF SCENCE & TECH. 1250 STATE & ALTON	
----	--	--

STREET
 B. HIGH SCHOOL OF SCIENCE & TECH1250 STATE & ALTON
 STREET
 C. MARY LYNCH SCHOOL 315 NORTH BRANCH
 PARKWAY
 D. GREENLEAF COMMUNITY CENTER.....1188 ½ PARKER
 STREET
 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 ROOM380 BELMONT AVE
 B. FOREST PARK LIBRARY COMMUNITY ROOM380 BELMONT AVE
 C. FOREST PARK COMMUNITY ROOM25 BARNEY LANE
 D. ALICE BEAL SCHOOL285 TIFFANY STREET
 E. HOLY NAME CHURCH/SOCIAL CENTER.....323 DICKINSON
STREET
 F. ALICE BEAL SCHOOL285 TIFFANY STREET
 G. MLK CHARTER SCHOOL285 DORSET STREET
 H. MLK CHARTER SCHOOL285 DORSET STREET

WARD 7

A. MARY DRYDEN SCHOOL190 SURREY ROAD
 B. FREDERICK HARRIS SCHOOL58 HARTFORD
 TERRACE
 C. FREDERICK HARRIS SCHOOL58 HARTFORD
 TERRACE
 D. TALMADGE SCHOOL1395 ALLEN STREET
 E. BRUNTON SCHOOL1801 PARKER STREET
 F. KILEY MIDDLE SCHOOL180 COOLEY
 STREET
 G. BRUNTON SCHOOL1801 PARKER STREET
 H. GLICKMAN SCHOOL120 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 SCHOOL1840 ROOSEVELT
 AVENUE
 D. JOHN F. KENNEDY MIDDLE SCHOOL1385 BERKSHIRE
 AVENUE
 E. INDIAN ORCHARD CITIZENS COUNCIL..... 117 MAIN STEET I.O
 F. JOHN F. KENNEDY MIDDLE SCHOOL1385 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

RESULT:	ADOPTED AS AMENDED [10 TO 3]
MOVER:	Bud L. Williams, At-Large Councilor
SECONDER:	E. Henry Twiggs, Ward 4 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Ashe
NAYS:	Clodo Concepcion, Justin Hurst, Michael A. Fenton



City of Springfield

ADOPTED

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

4.14

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.

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

MASSACHUSETTS QUITCLAIM DEED BY CORPORATION (short form)

KNOW ALL PERSONS BY THESE PRESENTS that **CITY OF SPRINGFIELD** (“Grantor”), a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 36 Court Street, Springfield, Hampden County, Massachusetts, for consideration paid and in full consideration of **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 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.

Attachment: Deed SS William St. (Par.63) (2708 : Sale SS William St. (Par.63))

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

Attachment: Deed SS William St. (Par.63) (2708 : Sale SS William St. (Par.63))

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

ADOPTED

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

4.15

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.

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

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 3/4 ') 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

Attachment: 111012 (2697 : Order Authorizing Sale of 59 Howard St. and 29 Howard St. to Blue Tarp ReDevelopment, LLC)

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:

Attachment: 111012 (2697 : Order Authorizing Sale of 59 Howard St. and 29 Howard St. to Blue Tarp ReDevelopment, LLC)

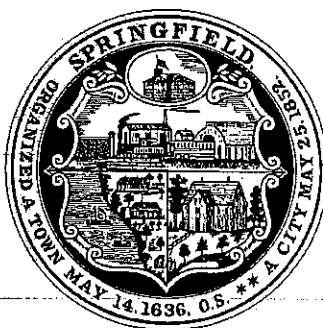
EXHIBIT A

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"

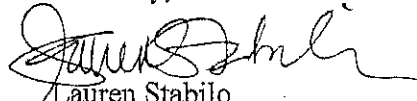
*Paragraph 2(c) is amended as follows:

"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:

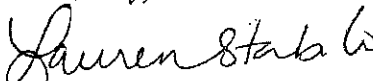
After a thorough review of the proposals submitted in response to Bid No. 13-205, the "Request for Proposals for the Redevelopment of 29 Howard Street - Armory Building" ("RFP"), the evaluation committee's reviews and recommendations, and after consulting with the City Law Department, I am awarding a 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"

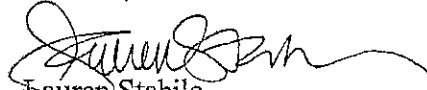
*Paragraph 2(c) is amended as follows:

"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

WITHDRAWN

Meeting: 07/21/14 07:00 PM

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2696

4.16

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

RESULT: WITHDRAWN



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

Ordinance (ID # 2650)

Meeting of July 21, 2014

HISTORY:**06/02/14** City Council
Next: **06/16/14****REFERRED TO COMMITTEE****06/16/14** City Council**COMMITTEE****RESULT: REFERRED TO COMMITTEE****Next: 9/15/2014 7:00 PM**



City of Springfield

36 Court Street
Springfield, MA 01103

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

TABLED

ORDINANCE (ID # 2711)

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 assessed 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

RESULT: REFERRED TO COMMITTEE**Next: 9/15/2014 7:00 PM**

AN ANALYSIS OF RENTAL PROPERTY REGISTRATION IN AUSTIN JULY 2013

BY THE ENTREPRENEURSHIP AND COMMUNITY DEVELOPMENT CLINIC
UNIVERSITY OF TEXAS SCHOOL OF LAW

HEATHER K. WAY, CLINIC DIRECTOR
STEPHANIE TRINH, LAW STUDENT
MELISSA WYATT, LAW STUDENT

*Excerpted from an upcoming report prepared for Green Doors: ADDRESSING PROBLEM
PROPERTIES: LEGAL AND POLICY TOOLS FOR A SAFER RUNDBERG AND SAFER AUSTIN.*

Rental Property Registration is an essential tool for creating a code enforcement system that effectively identifies problem properties and, through random inspections, deters landlords from engaging in deferred maintenance and lax property management. A strongly-enforced rental registration program “lets the owner understand that he is known to the municipality and accountable for his actions with respect to the property.”¹

Joining cities across the country, at least 20 Texas cities have adopted rental registration ordinances including Houston, Dallas, Fort Worth, and Arlington. Large U.S. cities outside of Texas with rental registration programs include Seattle, Sacramento, Philadelphia, Boston, Los Angeles, and Minneapolis.

This section discusses the benefits of rental registration programs, provides some historical background on Austin and rental property registration, and discusses a range of policy options for a rental registration ordinance in Austin.

A. The Benefits of Rental Registration Programs

Rental registration programs give city code inspectors the authority to inspect the exterior and interior spaces of rental units on a rotating basis, while creating a working database of rental properties in the city. The database gives cities the much-needed ability to identify, track, and then prioritize the most dangerous problem properties and the most problematic landlords for appropriate action. Rental registration programs also provide cities with information on how to contact owners or property managers when there is an emergency, code issues, or other problems with a rental property.

Without a mechanism in place to proactively conduct inspections and identify the most dangerous properties, code enforcement officers must rely on a complaint-driven inspection process—a strategy that, as discussed below, has proven to be ineffective in Austin and other cities. This is especially the case in communities with

large low-income, immigrant populations, since these tenants are more likely to avoid reporting code violations for fear of retaliation.² Tenants in Texas face a heightened burden in proving retaliation since landlords do not have to have good cause when they chose to not renew a lease. The Austin Tenants Council reports it is extremely difficult to establish retaliation in lease non-renewal cases. With rental occupancy rates hovering at 98 percent in Austin, landlord retaliation can quickly drive a low-income tenant into homelessness. Austin's anonymous reporting system does not help a tenant who needs to report violations in the interior of the unit.

Rental registration programs give cities a tool to identify code problems and intervene earlier on in the process, before a property deteriorates to the point that it becomes cost prohibitive to repair.³ A study of North Carolina cities with mandatory, proactive rental registration ordinances also found that the ordinances resulted in landlords bringing their properties into code compliance more rapidly, a decrease in residential fires, and a reduction in code complaints.⁴ For example, Greensboro's housing code complaints fell 61 percent from a high of 1,427 at the implementation of the city's rental registration program in 2005 to 871 complaints in 2007.⁵

When tenants do end up filing a code complaint in Austin about a building condition, it may then be too late—the property has already fallen into such a state of disrepair that the property is too dangerous for the tenants to remain. Rental registration programs allow cities to identify code problems early on when the problems first arise. Cities can then work with property owners to correct unsafe living conditions before they grow to the level that they become cost prohibitive for the landlord to repair and before they put the tenants' lives in jeopardy.

Another benefit of rental registration programs is that they identify the full scope of a city's substandard rental housing problems. Having this inventory allows city officials to develop appropriate citywide policy responses. These responses include carrot and stick approaches to bring properties into compliance with code requirements coupled with tools aimed at also preserving affordable housing opportunities. Rental registration, coupled with a licensing requirement, also gives city officials an additional tool to incentivize landlords to keep their units safe and code compliant. In especially egregious cases involving repeat and severe violations, a city can bar a landlord from operating a property until the landlord addresses the dangerous conditions.

Finally, through a minor fee assessed against each rental unit at the property (typical annual fees adopted by cities range from \$10 to \$25 a unit), rental registration programs are typically self-funding. This means a city does not have to draw from limited general revenue funds to cover the costs of registering and inspecting the rental units. At the same time, with fees of less than \$.83 to \$2.08 a month per unit, the financial impact of rental registration fees on owners and tenants is typically very minimal.

B. Austin's Rental Registration Background

Austin is one of the fastest growing cities in the country and the 11th largest city in the United States. The city has approximately 3,400 multifamily properties (3 or more units) based on information obtained from the Travis County Appraisal District, American Community Survey, and Austin Energy. The city's rental occupancy rates are currently around 98 percent, in a city where 57 percent of all residential units are rentals.⁶ In FY 2011-12, city code officials logged 1,148 notices of code violations at multifamily residential properties.

As discussed above, Austin has historically relied on a complaint-driven, passive approach to code enforcement at rental properties. In 2002, the Austin American-Statesman criticized this approach as "Austin's way of duct taping a persistent problem."⁷ Poor renters have shouldered the risks of this policy, "often endur[ing] unsafe and unsanitary conditions rather than report a slumlord and risk retaliatory eviction."⁸

Unsafe living conditions at Austin rental properties have received considerable attention in the press over the past two years, with a number of high profile cases involving tenant deaths or displacement. In addition to the Wood Ridge Apartments case, discussed above:

- In 2001, two men died at a rental property as a result of a faulty heater at a duplex that had been illegally converted into 15 rental units. A code inspection after the deaths found that the rental units did not have any smoke alarms and that the unit conditions were dangerous.⁹
- In October 2012, a balcony at Las Palmas apartments started to collapse, resulting in the dislocation of 60 tenants. A tenant first noticed cracks in the floors and windows outside his unit and reported the problem to management. Management refused to take action, resulting in the tenant and manager arguing and a call to the police. The police officers observed the cracks and called the code compliance and fire departments.

Austin has never had a rental property registration program for long-term rentals, although the City Council initiated efforts to adopt one a few years ago. In 2009, Council members Bill Spelman, Laura Morrison, and Sheryl Cole proposed a resolution asking the city manager to work with stakeholders to develop a rental registration ordinance requiring the registration of multifamily rental properties, as well as triggers to identify conditions when registration for single-family and duplex rental properties would be required. The resolution stated that:

"[T]he program should feature initial and periodic inspections to confirm a property's compliance with applicable standards including critical health, safety, maintenance, zoning, building and fire codes.

The program should establish provisions for addressing noncompliant residential rental properties in ways intended to promote compliance and protect public health and safety.”¹⁰

The apartment industry opposed the efforts to adopt a rental registration ordinance, and, due to lack of consensus, an ordinance was never presented to the City Council for a vote.

In June 2013, the City Council approved two resolutions to set up rental registration programs. The first one (the “Tovo resolution” sponsored by Councilmember Kathie Tovo with co-sponsor Councilmember Mike Martinez) directed the City Manager to develop a one-year pilot registration program for all residential rental properties in a group of Central Austin neighborhoods, the Rundberg area, and the East Riverside/Oltorf area.¹¹ The second resolution (the “Spelman resolution” sponsored by Councilmember Bill Spelman, with co-sponsor Mayor Pro Tem Sheryl Cole) directed the City Manager to:

... initiate a code amendment to create a repeat offenders program so that after the second health and safety code citation within one year at a given rental property, the property will be required to register with the city, and will be subject to appropriate fees for registration that shall cover the cost of the program, as well as any inspections that the Director of Code Compliance deems necessary to ensure compliance with health and safety codes.¹²

The main on-going barrier to implementing a comprehensive rental property registration ordinance is opposition from the real estate community. The Austin Board of Realtors®, for example, is mobilizing en masse to oppose the City’s current efforts at adopting registration ordinances. Their official position opposing rental registration is on their website, recommending “that the City of Austin, through its stakeholder process, develop a program that will empower the Code Enforcement Department and not require it to be self-sustaining. Code Enforcement is a basic essential service that can receive funding through the property tax and collection fees from code violators. The City of Austin should reward conscientious and responsible property owners and punish code violators.”¹³

Even though Austin has never had a registration and inspection program for long-term rentals, in 2012 the Austin City Council adopted an ordinance requiring the registration of short-term rentals for one- and two-family dwelling units, targeting the increasingly popular vacation rental market in Austin.¹⁴ Austin’s Short-Term Rental Licensing Program requires a \$235 annual licensing fee. The program does not require an inspection if the unit has already received a certificate of occupancy.

C. Key Elements of Rental Registration Programs

The following are some of the key elements that need to be considered when creating a new rental registration program. To identify these elements, we examined a wide variety of rental registration programs, with a focus on those adopted in the 10 largest Texas cities (Houston, Dallas, Fort Worth, Arlington, and Plano) and several major U.S. cities. Appendix 2 contains a chart comparing the programs we examined in 12 total cities; several of the smaller Texas cities we examined are not included in the chart.

1. Triggers for Requiring Registration and Inspection

There are four general categories of rental registration programs that cities have utilized, with varying triggers for when registration and an inspection are required:

- Registration and inspection of all properties, regardless of whether the property has a history of code citations: Inspections are on all properties but not necessarily all units (for example, in a large multifamily property, only a few units may be inspected), and in some cities just the exterior of the property is inspected. In these cities, the interior is not inspected unless code violations are identified on the exterior.
- Registration of all properties, with inspections of a percentage of properties, regardless of whether the property has a history of code citations.
- Registration of all properties, with inspections of only properties with a history of code citations.
- Registration and inspection of properties only with a history of code citations.

Most of the registration programs in the U.S. that we identified require mandatory registration and inspections of all rental properties or a subset of the properties, regardless of whether the properties have a history of code violations. Some cities, such as **Fort Worth** and **Dallas**, have adopted a bifurcated approach, treating multifamily and single-family/duplex/triplex properties differently. In Fort Worth, all multifamily properties must register, but single-family and duplex properties must register only if there are prior code violations at the property. In Dallas, all rental properties must register, but only multifamily properties are subject to regular inspections. Single-family and duplex properties are inspected only if they code complaints.

The Austin City Council is pursuing both a proactive and reactive approach in its two June 2013 resolutions. The Tovo resolution sets up a geographically-targeted pilot registration and inspection program for all rental properties. The Spelman

resolution requires the registration and inspection of only properties that have received two or more code citations in the past year. (Under the Spelman resolution, the Woodridge property discussed earlier in the report would not have triggered an inspection prior to the walkway collapse, since the property had not had any code citations issued against it in the past two years).

Several studies have shown that this latter approach of focusing only on properties with a history of code citations—which is similar to the way Austin’s current code enforcement system operates—is ineffective.¹⁵ A reactive approach fails to identify many properties with serious code violations, especially those in communities with more vulnerable tenants such as low-income, first-generation immigrants who are often afraid of reporting violations. In a survey conducted by the Montgomery County (Maryland) Tenants Work Group, for example, 20 percent of tenants reported they feared retaliation for reporting code violations or other problems with their rental units.¹⁶

In Austin, one out of five apartment units are occupied by foreign-born households. The most recent immigrant arrivals have the highest risk out of all tenants of living in substandard rental buildings.¹⁷ A focus group by Travis County confirmed that many recent immigrants here locally have landlords who do not address safety hazards or public health concerns. Reports of abusive landlord practices were common, including landlords ignoring tenants’ request for repairs or threatening them deportation.¹⁸

Tenants’ fears of retaliatory evictions are based in reality, despite the legal protections tenants have from being retaliated against for reporting code violations. Legal aid and tenant advocates locally report that retaliatory evictions are not uncommon in Austin, even with the current rights tenants have under City of Austin policy to make complaints anonymously. News articles from around the country over the past few years also “demonstrate that retaliatory eviction is an issue that courts continue to encounter across the country.”¹⁹

Tenants often lack the information to identify many types of code issues, such as structural issues, and when it is appropriate to make a complaint. (See Appendix 3, which includes pictures of several types of structural issues at Austin multifamily complexes that tenants are unlikely to ever report.) As a result, for those tenants who do report code issues, the code reports have a greater emphasis on environmental and vehicle violations rather than structural issues, such as deteriorating structural support for porches or stairwells, which can go easily undetected without a professional inspection.²⁰ A tragic example of this occurred in Houston in 2008 when two children died from suffocation from a brick stairwell that collapsed on them. The city’s code officials had not inspected the property for structural problems since 1996.²¹ Multifamily units are also much less likely compared to single-family properties to come to the attention of code enforcement,²² probably due in the part to the fact that multifamily premises are not as visible from the street and thus surrounding neighbors.

2. Types of Properties that Must be Registered

City rental registration programs vary widely in the types of rental properties that are covered by the registration and inspection requirements. Factors to consider include:

- the number of units in a property (e.g., single-family, duplex, multifamily);
- whether to include alternative types of rental housing (e.g., RV parks, extended-stay hotels and boarding rooms);
- whether to exempt affordable units already subject to separate government oversight and inspections, such as Section 8 properties;
- whether to exempt owner-occupied properties (e.g., a duplex with the owner living in one of the units); and
- whether to exempt newer properties.

Some cities initially targeted a smaller subset of properties but then expanded their programs over the years to cover a broader range of properties. For example, **Dallas's** rental registration program initially targeted just multifamily apartments of three or more units when it was adopted in 2004, but in 2010 the city adopted a separate registration program to cover non-owner occupied rental properties of less than three units. Most programs appear to exempt owner-occupied properties, at least for single-family homes and duplexes, and many exempt government-subsidized housing that is already subject to inspections. For example, **Plano** exempts units that receive Section 8 subsidies from the registration requirement, since these units are already inspected by the local housing authority.

Some cities limit registration requirements to buildings over a certain age, allowing newer buildings to remain exempt for a certain number of years. For example, **Fort Worth** and **Plano** exempt buildings less than five years old from their registration and inspection requirements (Plano originally covered buildings older than 10 years but extended the program in 2008 to cover buildings 5 to 10 years old).

One challenge that cities face when they include single-family properties in their registration system is identifying these properties and getting them into the system. Unlike multifamily rental properties, which are fairly easy to identify using appraisal district records, it is hard to identify when a single-family property is being used as rental housing. The **City of Dallas** reports that it has struggled with this issue and has talked to other cities facing similar struggles. As a lesson learned, Dallas staff recommended that Austin develop upfront a system for identifying single-family rental properties, such as coordinating with the water utility department to collect this data. The **City of Seattle** is working through these issues now as it sets up its comprehensive rental registration program, and has budgeted significant funds for conducting landlord outreach.

3. Registration and Inspection Implementation

Because of the daunting task that larger cities face upfront in bringing thousands of rental properties into a new registration and inspection program, many cities have implemented their registration ordinances in phases. **Seattle** is rolling out its brand new rental property registration in three phases: properties with 10 or more units must register by July 2014; properties with 5 to 9 units must register by the end of 2014; and properties with 1 to 4 units must register by the end of 2016. The City is also rolling out its inspections in phases. In Texas, **Hurst** and **Richardson** divided their cities into different zones and have placed each zone on a different timetable, requiring initial registration and renewal to be staggered among the zones. The **City of Irving** ordinance staggers license renewal dates based upon the type of residence (e.g., multifamily, single-family, RV, manufactured home.)

4. Renewals

Another consideration for cities adopting rental registration ordinances is to determine when a property registration must be renewed. Registration renewal follows one of several models, including: (1) annual or other calendar-based schedule; (2) at a change in tenancy; or (3) at a change in ownership. The vast majority of the cities we examined with rental registration programs require annual registration. The most notable example of a city without annual registration is **Seattle**, which is adopting a five-year registration cycle. **Brooklyn Center, Minnesota** provides for longer registration terms (three years) for properties that have minimal code violations and police service calls, and shorter registration terms (six months to a year) for properties with high levels of code violations and police service calls.²³

5. Type of Information Gathered in Registration

Cities' rental registration applications vary in the type of information they require. The applications always require, at a minimum, the number of units and the property owner's name, phone number, and address. The applications may also require the number of bedrooms, number of allowed occupants, and number of actual occupants. Registration applications also typically require the name and contact information for the property manager and, for properties owned by a business entity, the name and contact information for the entity's registered agent for purposes of serving lawsuits. It is important to also require contact information for both the owner and property manager, especially an emergency contact who is available 24 hours a day. This provides code, police, and neighbors with someone to contact if there are emergencies or other issues on the property. **Dallas** requires the name of the insurance provider and all lien holders, as well as an alternate contact for the property. **Richardson, Texas** requires rental property owners to provide a working email address and regularly uses email alerts to communicate with owners. **Irving** requires the owner to provide information on the person responsible for paying the utility bills.

In most cities we examined, the owner is typically responsible for acting promptly to update contact information or changes to the registration records. If the property owner resides outside the city or outside the state, a city may also require the property owner to list contact information of a local contact person or property manager who has the authority to represent the owner at any legal proceedings arising under the ordinance.

The information collected should facilitate the ability of cities to identify landlords who own multiple problem properties, keeping in mind that owners often set up a unique holding company to own each property. Thus, tracking information about the holding company's owners, founders, and addresses can be very useful. Another best practice is for the registration application materials to list key city legal requirements for landlords and require the landlord to acknowledge awareness of the requirements.²⁴

6. Crime Prevention

Several cities include a crime prevention component in their registration programs, either as a requirement or incentive. Many of these programs are modeled on the Crime Free Rental Housing Program,²⁵ a national program that is utilized by police departments across the country to give landlords the tools they need to help prevent illegal activity on rental property. There are three core elements of the program:

- A training for property owners and managers that includes education on warning signs of drug activity, preparing the property, applicant screening, and community building. The Department of Justice has put together an extensive guidebook on how to set up a training program, which has a community-oriented focus.²⁶
- An inspection (Crime Prevention Through Environmental Design/CPTED) by police of criminal safety features on the property including exterior lighting; door, window, and lock standards; and landscaping.
- A crime-free commitment by landlords, including a commitment to regularly inspect the property units, maintain security measures on the property, have tenants sign a crime-free lease addendum, and work with police and other agencies.

Examples:

- **Houston and Dallas** have both adopted variations of this program through their respective Blue Star and Gold Star programs, which are voluntary. To achieve the star status, the property must pass a security inspection by police and host a crime watch meeting with residents, amongst other requirements. Property owners can list the star status in their promotional materials, and the City's website has a listing of all properties with star status. Dallas and Houston also have mandatory programs requiring inspections and remedial action plans at high-crime properties; Houston's mandatory program, which

is discussed in the Nuisance Abatement section, has resulted in significant decreases in crime at multifamily rental properties.

- **Fort Worth** has a similar program, but it is mandatory for all multifamily properties of eight or more units. Each on-site manager and leasing agent must attend an eight-hour training course on crime-free housing. All properties are also inspected by the police department via a Crime Prevention through Environmental Design assessment. Fort Worth also requires landlord to comply with several crime prevention measures on their properties, including requirements for specific exterior lighting, securing of vacant units, and graffiti abatement.
- **Portland, Oregon** conducted its first landlord-training program in November 1989 with 94 landlords participating. Between 1989 and 1995, more than 7,000 landlords and property managers (representing over 100,000 rental units) attended the training program.²⁷ The program has developed into a national model refined through extensive research with landlords, police, tenants, and other stakeholders, with support from the U.S. Department of Justice.
- **Milwaukee, Wisconsin** has worked with local lenders to require landlords to attend its rental housing training program as a condition of receiving a loan to purchase rental property.
- As part of its multi-tenant registration program, **Dallas** requires multifamily rental property owners or managers to attend an annual “Safe Complex Symposium” as well as three crime watch meetings in the neighborhood each a year. The symposium is run by the police department and educates property owners on ways to improve tenant safety. Attendance at the symposium is mandatory. If a property owner fails to attend, he or she is assessed a \$600 fine. The only property owners who are exempt from the symposium are those who have achieved “Gold Star” property status.
- Both **Dallas** and **Fort Worth** require landlords to utilize a crime-free lease addendum unless one has been already incorporated into the lease using the Texas Apartment Association form.

7. Code Enforcement Education

Education about code enforcement should be provided to both landlords and tenants. Most property owners hold rental property as investments. Managing and maintaining rental properties may not be an owner’s primary concern, and, therefore, the owner may not actually know what is required to keep their properties up to code and what the consequences are for violating the code. On the other hand, tenants often are un-empowered because they do not know what

standard of living they are entitled to and what their rights are to enforce city building codes. Educating both parties will help maintain a system of code compliance.

One way to disseminate education materials is for the registration process to include a packet of information for landlords detailing what is needed to pass an inspection, the maintenance process, and penalties associated with failing to comply with code. Similarly, landlords could be required to give tenants a packet of information at move-in or upon the signing of a lease, which explains the tenants' rights as renters and the process for reporting violations. **Fort Worth**, for example, requires landlords to provide tenants with the Fort Worth Rental Handbook. The handbook provides information on grounds for eviction, a tenant's rights to challenge eviction notices, information on how to make a code complaint, and contact information for agencies who can assist with defending evictions.

A standard requirement in rental registration ordinances is to require the property owner to display the registration documents within the residence or apartment common area. In **Fort Worth**, landlords must post the registration certification on the property. Fort Worth also requires landlords to post and maintain clearly visible signs on the property containing emergency contact information for the property management and information on how to report code violations.²⁸

8. Inspection Requirements

There are several key policy issues relating to inspections in a rental registration program: (1) how often inspections will be conducted; (2) what part of the property will be inspected (exterior versus interior of units; what % of units); (3) what inspection standards the rental units must meet; (4) how inspections are scheduled; and (5) what kind of personnel will be conducting the inspections.

- **Inspection Schedules:** There are several patterns cities follow in their inspection schedules. One pattern is to require an initial inspection upon registration, then require subsequent inspections either at changes in tenancy, if the property failed the initial inspection, or in response to tenant complaints. A second pattern is to require inspections only in response to tenant complaints (the limits of this approach are discussed above under "Triggers for Requiring Rental Registration"). A third pattern is to require regular, periodic inspections, on an annual, bi-annual, or less frequent basis, regardless of change in tenancy and complaints. Most cities we examined follow this latter model. **Fort Worth**, for example, requires an inspection of every multifamily property every two years, **Dallas** every three years, and **Houston** every five years. The frequency of inspections depends in large part on the number of properties subject to inspection, the scope of the inspection, and the capacity of the city staff dedicated to conducting the inspections.

Yet another model of inspections is to require more frequent inspections of properties that failed the initial inspection. **Brooklyn Center, Minnesota**, places each rental property in one of four different tiers depending on the number of code violations. Type 1 properties are inspected only once every three years, while Type 4 properties are inspected as often as every six months.²⁹

- **Scope of Inspections:** Cities vary on whether they inspect the interior of the units, although most of the cities we studied inspect the interiors of at least a portion of the units. **Houston** inspects only the exterior. One option is to conduct an initial exterior inspection and then conduct an interior inspection only if the inspector suspects issues, the tenant requests an inspection, or the exterior fails inspection. **Dallas** inspects the exterior and only approximately 10 percent of the interior units per complex. By no means should inspections be invasive to the tenants; the inspectors should be allowed only to inspect for structural, electrical, and other major building code violations, using a standardized checklist.
- **Inspection Standards:** The standards that rental units must meet to pass inspection vary in different cities. The inspection standards may relate to just structural integrity or cover a range of issues including fire safety, general maintenance, and plumbing.
- **Scheduling Inspections:** Cities also differ in terms of how inspections are scheduled. Frisco, Texas, gives written advance notice of when an inspection will occur. In contrast, some cities, such as Irving, do not give written notice of inspections. Cities typically have a “reasonableness” requirement concerning times when inspections may occur. Cities vary on whether someone, such as the tenant, must be present at the unit in order for the inspection to occur.
- **Personnel:** Cities differ in terms of what types of inspectors visit the property. Most cities we reviewed use city staff, but one option is to allow property owners to hire outside inspectors, or for the city to retain outside inspectors. As a result of state constitutional mandates, **Seattle** is giving property owners in its new rental registration program the choice to use city inspectors or hire outside inspectors. Allowing property owners to hire outside inspectors could create more opportunities for abuse as a result of there being less accountability. **Sacramento** allows for a self-inspection by the property owner for properties that first pass an initial inspection; ten percent of these properties are then randomly inspected by the City to ensure compliance. Cities also differ in the number of inspectors who visit the unit and their qualifications. Most cities appear to utilize just one inspector. **Houston** uses two inspectors: one who is qualified to inspect for

structural issues, and a second inspector who is qualified to inspect for electrical issues.

9. Fees and Costs of Running a Registration Program

In adopting a fee structure for a rental registration program, there are a number of factors for a city to consider. First, a city needs to decide whether it wants the registration and inspection of properties to be self-sustaining through the fee structure, or whether the city is willing to supplement the program with general revenue or other funding sources. Under Texas law, the fees charged must be reasonably related to the cost of running the registration and inspection program. This means that, before setting a fee, Austin first needs to do an analysis of the anticipated scope of the program and what it will cost to run.

The costs of running a rental registration and inspection program will depend largely on how many properties are subject to inspections, how often inspections are required, the scope of the inspections, the number of units subject to inspection at each property, and the extent of re-inspections for properties that fail the initial inspection. Ideally, enforcement costs will be covered separately from the registration and inspection costs, out of fines assessed against property owners who violate the program requirements. Most cities charge an additional fee for re-inspections when a property fails the initial inspection.

Typically, inspection costs for multifamily properties, when broken down on a per unit basis, are cheaper than inspection costs for single-family properties, since only a portion of the units at multifamily properties are inspected. For example, if a property inspection costs \$200, the cost is \$200 per unit in a single-family property, and \$25 per unit in an eight-plex. As a result, in cities that inspect both multifamily and single-family properties, the registration and inspection fees for multifamily rental properties generally end up subsidizing part of the costs of registering and inspecting the single-family properties.

In Austin City Council discussions on the viability of implementing a successful registration program, some council members expressed concerns that the program would be cost prohibitive and lead to a bloated bureaucracy. Councilmember Bill Spelman presented a chart at the June 6, 2013, City Council meeting showing that the City of Austin would need to hire 153 inspectors at a cost of \$13 million a year to inspect Austin's approximate 3,400 multifamily properties (3+ units).

In our evaluation of other successful programs, we found these estimates to be extremely inaccurate. The basis for Councilmember Spelman's estimate is that every unit in a multifamily property would be inspected every year, thus yielding an estimate of nearly 200,000 inspections per year. As we have noted, it is a common practice in rental registration programs to inspect only a small portion of the units at multifamily properties and to conduct inspections less frequently than once a year. Thus, the actual number of annual inspections would be far fewer than

200,000. Using very conservative estimates, we conclude that eight inspectors would be sufficient to run a comprehensive multifamily inspection program in Austin—one modeled on other successful programs around the country. The inspectors would cost less than \$600,000 a year, including equipment costs.³⁰ There would be additional costs to operate the registration and enforcement components. An annual registration fee of \$10 per multifamily rental unit in Austin would generate close to \$1.3 million a year.

In approximating what it would cost to run a citywide rental registration with inspections for all rental properties in Austin, including single-family and duplex properties, the City of Seattle is a good guide. Seattle is the midst of setting up its new comprehensive rental registration and inspection program, which will cover all rental properties in the City. City staff, working with a financial consulting firm, has prepared an extensive budget analysis for the program. In contrast to the Houston multifamily model, discussed below, the Seattle model highlights how much more expensive it is to include single-family properties and duplexes in a registration and inspection program. These higher costs are due to the high volume of single-family and duplex properties along with the costs of tracking down these properties, getting them into the registration system, and then inspecting them.

The City of Seattle estimates it has 147,000 renter-occupied units and 61,580 rental properties. While 44 percent of Seattle's rental units are in properties of fewer than five units, 93 percent of all rental properties in Seattle (57,485 properties) have less than five units, with 4,095 multifamily properties (5+ units). In comparison, Austin has approximately 180,000 renter-occupied units (18 percent more than Seattle), 41,500 single-family and duplex rental properties, and 3,400 multifamily rental properties (3+ units).³¹ We suspect that Seattle has more total rental properties than Austin due to a larger reliance on single-family rentals in Seattle (which is likely driven in part by Seattle's higher median home sales prices of \$468,000), in addition to Austin's high volume (581) of large apartment complexes with 100 or more units.

Comparison of Seattle's and Austin's Multifamily and Non-Multifamily Rental Stock³²

	Number of occupied rental units	Number of multifamily rental properties	Number of multifamily rental units	Number of non-multifamily properties	Number of non-multifamily rental units	Total # of all rental properties
Seattle ³³	147,000	4,095 properties (5+ units)	86,367 units (5+ units)	57,485 properties (1-4 units)	67,070 units (1-4 units)	61,580 properties
Austin	180,000 ³⁴	3,400 properties (3+ units) ³⁵	134,000 units (3+ units)	41,500 properties (1-2 units)	50,000 units (1-2 units)	44,700 properties

The City of **Seattle** has budgeted \$1.6 million a year for the registration aspects of its program, which includes an extensive audit program, \$1 million for landlord outreach, and an IT project manager position. To cover all of its costs, the City anticipates needing to set the 5-year registration fee at \$150 (average of \$30/year) as a base fee for each property, with an additional \$4 per unit (\$.80/year).³⁶ This does not cover the cost of inspection. Seattle's program operation costs are higher than several peer cities because of the inclusion of single-family properties.

If Austin were to target just multifamily properties (3,400 properties), the costs of a rental registration program would be reduced significantly. As a comparison, the **City of Houston** has 4 code inspectors who are inspecting all of Houston's 5,000 multifamily properties over the course of five years. Two inspectors (electrical and structural) conduct a comprehensive inspection of the exterior premises. Overall, Houston is conducting an average of 6 inspections a day, 4 days a week, at a rate of 100 a month and 1,200 a year. The 4 inspectors are also conducting regularly scheduled follow-up visits and inspections of properties that failed the initial inspection. The City has an additional 4 inspectors who respond to 311 calls for code complaints at multifamily complexes. The City budgets \$1.2 million annually to run the entire multifamily program, which includes the costs of the 10 inspectors, 4 support staff, and the program director).

The City of Dallas's multi-tenant code inspection section has a budget outlay of \$2.3 million in expenses and brings in \$2.8 million in revenue.³⁷ The section includes the multi-tenant registration program but is also responsible for responding to all code-related calls concerning multifamily properties and enforcement actions pertaining to multifamily properties.

A 2008 study of North Carolina cities found that the total cost for each rental property inspection ranges from \$51 to \$75 per property per inspector (based on an annual inspector salary of \$32,500 to \$43,000).³⁸ Houston is paying its inspectors approximately \$45,000 in 2013. From interviews with housing inspection supervisors, the North Carolina study found that one full-time housing inspector can complete 6 inspections a day, and approximately 1,400 inspections a year. Assuming a very conservative rate of inspections for Austin where one inspector completes just one property inspection a day (working 4 days a week for 48 weeks), 6 inspectors could complete around 1,200 inspections a year. Under this model, inspecting all 3,400 of Austin's multifamily properties (3+ units) would take approximately 3 years at an annual per inspector cost of roughly \$100,000 with benefits and cost of equipment, or a total of \$600,000 for the inspectors.³⁹

Comparison of Austin's and Houston's Inspection Costs for Operating a Multifamily Registration and Inspection Program

City	Number of mf properties inspected	Number of code inspectors	Time needed to complete inspections	Approximate cost of inspectors
Austin	3,400 multifamily properties (3+ units)	6	3 years (~1,200 property inspections a year) ⁴⁰	\$600,000 (includes benefits and inspectors' work equipment; does not include support staff)
Houston's Multifamily Registration Program	5,000 (3+ units)	6 (4 inspectors working in teams of 2 and 2 senior inspectors)	4-5 years (~1,200 a year)	\$1.1 m (includes salaries and benefits for 6 inspectors, 4 support staff, and program director)

The cities we examined range broadly in the way they assess fees for registration and inspections. Appendix 2 lists their fees. The following are other factors to consider when developing a fee structure:

- **Whether to charge a registration fee and in what amount.** All but one of the cities we studied (Houston) charge a registration fee. **Houston** charges a per unit fee only when the inspection is conducted and reports that the inspection fees it collects (\$140,000/year) are insufficient to run the program, which relies largely on fees from the City's Building Permit Fund. Houston also requires a \$400 fee for high-crime properties to participate in the City's Apartment Crime Enforcement Program, which includes a separate inspection component by police.

Dallas charges an annual registration fee for its multi-tenant program. For the City's non-owner occupied rental program (single-family and duplexes), Dallas waives the fee after the first year unless the property fails the inspection. The registration fees for cities charging by the unit range from a low of \$10 per unit in Dallas for its multi-tenant program (with **Arlington**, Texas, in second place at \$13.50 per unit) to \$43.32 a unit in **Los Angeles**. Some cities charge higher registration fees for properties with a history of violations. **Fort Worth** charges a registration fee of \$200 a unit in its single-family and duplex program, but only for units with a history of code complaints (the registration program is mandatory only for units with a history of code violations).

- **Whether to charge a separate fee for inspections.** Most of the cities we studied do not charge an extra fee for the initial inspection. **Boston** charges an annual registration fee of \$15 per unit (\$25 for the first unit), and then a separate inspection fee of \$50 to \$75 per unit. While **Houston** does not

charge a registration fee, it does charge a fee of \$10 a unit for multifamily property inspections (while the fee is for all the units, Houston only inspects a portion of the units at each property). Most of the cities we studied charge an additional re-inspection fee for units that fail the initial inspection. Arlington, for example, charges a \$150 re-inspection fee. Plano's fee increases with each re-inspection.

- **Whether to differentiate the fees assessed based on the number of units at the property.** Most cities we studied charge a per unit fee for registration and inspections. Raleigh charges a fee of \$15 to \$50 per property. Some cities charge a higher fee for single-family or duplex units, while other cities charge a lower per unit fee for smaller properties. **Boston**, for example, charges an inspection fee of \$50 per unit for 1- to 3-unit properties, and \$75 per unit for properties with 4 or more units—but the fee is applied only to the units actually inspected.
- **Whether to charge a higher fee for the first unit and then a lower fee for any additional units on the property.** **Minneapolis** charges a \$69 fee for the first unit and then \$19 for each additional unit.
- **Whether to set a cap on the total fee for larger multifamily complexes.** **Boston** sets a cap of \$2,500 per building and \$5,000 per property for its inspection fee. Philadelphia sets a cap of \$20,000 per property for its registration fee.

10. Incentives for Proper Property Maintenance

Several cities offer incentive programs for property owners to maintain their property. As discussed earlier, the **Dallas** Police Department has adopted its Gold Star Certification Program, and Houston has a similar Blue Star Certification Program. Property owners who complete a special class and pass an annual environmental design inspection can receive a special certification from the city, which can then be used in advertising to prospective tenants.

Some cities allow properties that pass the initial inspection to go through future inspections less frequently. **Lewisville**, Texas, allows units that have no complaints reported and pass inspection for two consecutive years to schedule inspections once every five years. In **Dallas**, the renewal registration fee is waived for properties in the Non-Owner Occupied Rental Program that have no code violations. In Dallas's Multi-Tenant Registration Program, the inspection is free unless the property fails an inspection, then the inspection fee is \$30 a unit and \$50 a unit for a re-inspection.

Other potential landlord incentives include: (1) free advertising on city websites or local newspapers; (2) free or subsidized access to safety equipment such as smoke detectors, carbon monoxide-detectors, security locks, and closed-circuit cameras;

(3) reduced fees for building permits to make repairs; (4) free training courses; (5) technical assistance for addressing property management issues; (6) free security inspections; and (7) loans or grants for property improvements.

11. Sanctions

Cities must also consider what type of fees and penalties to impose on properties that register late, fail to register, and fail an inspection. Ideally, a program would impose a fee for registering late and then a larger fine for failure to register, to incentivize landlord participation. A fee avoids the court process. Some cities tie their program requirements to a license or certificate of occupancy: If a property is not in compliance with the registration requirements or fails to come in compliance with code, the certificate of occupancy can be revoked and the property cannot be leased. **Minneapolis, Minnesota** has an “unlicensed property finder” on staff who seeks out unlicensed rental properties; the fine for failing to register is \$250.⁴¹

Many cities apply very high penalties for failure to register, for letting registration lapse, and for providing false information. **Richardson, Texas** charges \$2,000 for each of these offenses. **Fort Worth** charges a fee of up to \$2,000 a day. **Dallas** charges a fine of \$200 to \$2000 for single-family and duplex properties that fail to register, while multifamily properties must pay \$20 a unit. In some other cities, failure to register increases the cost of registration according to how late the registration is submitted. **Mesquite, Texas**, charges a \$100 registration fee for each unit that is occupied prior to passing an inspection. In Mesquite, the fine and all city liens must be paid before the city will issue proper registration documents, which are in the form of an occupancy permit.

For properties with high levels of code violations that fail inspection, a best practice is to require the properties to submit a mitigation plan to the city, outlining how the owner plans to fix the violations. **Brooklyn Center, Minnesota** follows this approach.⁴²

In **Fort Worth**, if a property fails an inspection, new tenants cannot move into the property until all violations are rectified. Also in Fort Worth, a complex that is sold will not receive a new certificate of occupancy and tenants will not be allowed to move in unless the complex passes inspection. In **Irving**, city officials may order evacuation of a building with serious violations. **Dallas** revokes a certificate of registration if the property registrant failed to comply with the rental registration ordinance, other city ordinances, or any other state or federal law applying to the operation of a multifamily property. The registrant first receives a warning and then has 10 days to comply before the certificate is revoked.⁴³

A standard practice of Texas cities is to count each day a property is in violation of code as a separate offense for purposes of determining the fine. The cost of code fines ranges from \$10 to \$2000 per offense. Cities typically base the fine on the type of violation and charge more for violations relating to fire safety and health risks.

Dallas requires a minimum mandatory fine for violations—the fine cannot be reduced—and also provides for the escalation of penalties for repeat code violations.

As part of ensuring that a property is registered, some cities tie municipal utility services to the presentation of valid rental registration documents. If a property is not registered, it cannot receive utility services. For example, in **Mesquite**, for units that pass inspections, the city leaves a green inspection tag, which must be presented to the utility department in order to have water service connected. **Lewisville** and **Sugar Land** also link utility services to meeting registration requirements.

D. Policy Recommendations

In light of national best practices, consultations with national experts and city officials from around the country, and empirical research that has measured the effectiveness of different approaches, we recommend Austin adopt a rental registration ordinance with the following features:

1. **Require mandatory registration and periodic inspections of all multifamily properties (3+ units)**, along with the following elements:
 - The inspections should cover the exterior and a percentage of the interior units.
 - The ordinance should exempt properties that are less than five years old or are subject to other government inspection programs.
 - The registration and inspection costs should be self-funded through the assessment of fees.
 - Properties should be placed in tiers in accordance with how they perform on the initial inspection and their history of code violations and criminal nuisances. Properties that fail the initial inspection or have a history of repeated code violations and/or habitual criminal activity should be inspected more frequently and subject to higher registration and re-inspection fees. The most egregious violators should also be required to submit a mitigation plan to the City outlining how the owner will address the code violations. In contrast, properties that pass the inspection and have no history of code violations should be inspected less frequently and subject to lower registration fees. Or, as alternative, consider adopting Raleigh's probationary rental occupancy permit model, where properties that fail to bring property into timely compliance must pay a fee for a two-year probationary permit.
2. Consider adopting a program that requires **non-owner occupied single-family and duplex rental property owners** upon each change in tenancy or at least once a year to complete a self-inspection and certification form stating that the unit is free of certain major code violations listed on a city form. The form should be submitted to the City and the tenants. If the units have had multiple code

violations within the past three years, they should be subject to the City of Austin registration and inspection program.

3. **Incorporate an apartment crime enforcement program into the registration program, modeled on the programs in Dallas and Houston** (but include smaller multifamily properties). Properties that meet a crime threshold index should undergo and pay a fee for a special “Crime Prevention through Environmental Design” inspection, and the owners should be required to enter into remedial agreements to reduce crime on the property and attend regular meetings with the police and neighborhood. *(This program is discussed more fully in a separate section of the upcoming report).*
4. Modeled on Fort Worth’s ordinance, **require all landlords in the registration program to comply with basic crime prevention measures on their properties**, including requirements for specific lighting and securing of vacant units.
5. **Adopt an educational program for landlords and tenants.** Offer an annual training program for rental property owners on property management and crime prevention, modeled on the national Crime Free Rental Housing Program. During the registration process, provide landlords with a packet of information detailing what is needed to pass an inspection, the maintenance process, and code penalties. Make the educational program mandatory for owners of rental properties that fail inspection, with prior code citations, or with high crime rates.
6. Require all landlords to provide tenants with a **tenant rights handbook** created by the City and to post information prominently on the property on how to report code violations.
7. **A rental registration ordinance should be coupled with stronger code enforcement policies** for non-owner occupied properties that enforce health and safety codes when they are violated, and then remediate code violations when owners fail to do so. In this regards, the City needs to more aggressively prosecute its laws against egregious; rely more on the issuance of civil fines rather than the sporadic issuance of criminal citations; and assess higher penalties against repeat violators. The City should publish a monthly report on its website listing multifamily properties with the highest number of notices of violations and code citations. **We also recommend that the City Attorney’s Office dedicate more resources to code enforcement and addressing problem properties.** We recommend the Office create a special unit of attorneys, modeled on the Dallas City Attorney’s program, that is dedicated solely to enforcing code violations and other problem property laws.
8. **The City also needs to create a property information system to inform planning, intervention, and research around problem properties**, integrating data from the Code Compliance Department, the Police Department,

and other city departments. The property information system should be searchable by a range of criteria and allow the City to publish regular reports on problem properties with the worst code and crime issues. The system should also be GIS compatible to allow for mapping of the data. The public should have free access to be track the status of code complaints as well as statistics and other information on problem properties in their neighborhoods.

Appendix 1: Studies on Proactive versus Complaint-Driven Code Enforcement Systems

As discussed above, studies have found that complaint-driven code enforcement systems result in under-identification of problem properties, including many of those with serious and life threatening code violations. The following is a summary of some of these studies:

Seattle: In a study examining Seattle’s complaint-drive code enforcement system, 350 randomly-selected apartment buildings were selected for inspections. The study found that the inspections in more than half of the properties identified code violations that tenants and neighbors had never reported.⁴⁴ Out of the buildings where inspections identified code violations, 78 percent of the violations had not been reported to the City, including many of the most serious violations. The study concluded that a reactive, reporting-based code enforcement system is “hampered by multiple factors including: general lack of knowledge of housing code standards, language barriers, and fear of landlord retribution,” even in spite of strong legal protections.⁴⁵ The City is now in the middle of implementing a mandatory registration and inspection program.

San Francisco: In another study,⁴⁶ volunteers from the Chinese Progressive Association surveyed 197 tenants in 157 different apartment buildings and single-room occupancy (SRO) hotels in San Francisco’s Chinatown to assess the extent of code violations. In the survey, 62 percent of tenants said they had multiple code issues in their apartments but only 28 percent of the tenants had complained to their landlord about their code issues, and only 11 percent of tenants had reported the violation to a government agency or a community organization.⁴⁷

Memphis: A study in the City of Memphis likewise found large under-reporting of code violations.⁴⁸ The study found that complaint-based code enforcement identified only about 20 percent of code violations in Memphis neighborhoods. In one particular low-income neighborhood, the Binghampton community, the study found that 19 properties in the community were in poor enough condition that they needed to be condemned. Yet, these properties were not in the City’s system and had not come to the attention of code officials. A visual survey also found that at least half of the 35 occupied multifamily properties (1,200 total units) in the Binghampton community of Memphis had serious code violations, including the following issues:

- 20% properties without intact and secure doors or doorframes;
- 25% properties with unsecured windows, most of which were broken out; and
- 12% with holes in the walls.

Yet the city had recorded code violations for only 8 of the units.⁴⁹

The author of the Memphis study concluded that a complaint-based system is a barrier in deteriorating, poorer neighborhoods and a barrier to the early identification of problem properties, before they rise to the level of a public safety hazard. As further summarized in the study: "Given that citizen-driven complaints tend to be about environmental or vehicle nuisances, it appears that for many neighborhoods deterioration of the housing stock is simply taken for granted and not a cause of action. These neighborhoods tend to be low-income, a situation which for many reasons can be associated with lowered expectations."⁵⁰

Asheville: In Asheville, North Carolina, which inspects both rental and owner-occupied units, the number of residential fires decreased by 50 percent during the period when the city required proactive inspections of all units. After the city switched back to a complaint-based code program, residential fires rose by 122 percent.⁵¹ The city also saw a decrease in housing code complaints from 227 to 60 during the time the city operated a mandatory inspection program for all properties; the complaints rose to 189 in 2007 after Asheville switched to the complaint-based program.

Appendix 2: Comparison of Rental Registration and Inspection Ordinances

City	Properties Covered	Inspections	Fees	Other
Arlington, TX⁵²	One program for all mf props of 3+ units; a separate program for all non-owner occupied duplexes.	Annual inspections. Duplex units that pass exterior inspection are not inspected internally.	Annual registration. Registration fee of \$13.80/unit; one free re-inspection then \$150 fee for re-inspections on the same violation. Extended stay hotels must pay \$86.04/room.	Separate program for duplexes. Inspection scores posted on Internet.
Boston	All rental units	Inspections conducted on 5-year cycle except for problem properties, which have annual inspections.	Annual registration. Initial registration fee: \$25/unit with \$15 annual renewal fee. Fee capped at \$2,500/building and \$5,000/complex. Inspection fee: Fee based on units actually inspected; \$50/unit for props with 1-3 units, \$75/unit for 4+ units.	New program adopted in 2013. Boston offers an alternative 5-year inspection program for properties that apply and meet certain requirements.
Dallas Non-Owner Occupied Rental Program	All non-owner-occupied single-family and duplex properties.	Inspections required only if complaints received (vs. registration required regardless of complaints).	Annual registration. \$25/unit initial registration fee; free renewal fee if no code violations. Inspection fee of \$50/unit for structural code issues (but inspection only if complaints).	Lessons learned: Having a hard time identifying and getting these smaller properties in the registration system. Need to have a process in place up front to identify these units, such as working with water utility department.

City	Properties Covered	Inspections	Fees	Other
Dallas Multi-Tenant Registration	Multifamily of 3 or more units and at least 5 yrs old.	Once every 3 years.	Annual registration. \$10/unit registration fee. Inspection is free unless fail then \$20/unit x total units (non-structural), \$30/unit x total units (structural) and \$50 re-inspection for each unit/building inspected.	Must use crime prevention lease agreement and attend 3 neighborhood crime watch meetings in the year and an annual SAFE complex symposium. City collects \$2.3m annually in multi-tenant registration fees and \$211,000 in re-inspection fees. There are approximately 220,000 units in the program and 2,596 properties. Lessons learned: Need a process at the back end to collect unpaid inspection fees. Dallas does not have a process, which has been an issue in collecting re-inspection fees.
Fort Worth ⁵³	Multifamily properties with 3 or more rental units. One- and two-family properties must register only if code violations.	Inspections at least once every two years. At change of ownership, mf properties must be inspected before receiving a new certificate of occupancy. Police department also inspects all mf complexes of 8+ units for free via Crime Prevention through Environmental Design inspection.	<u>Multifamily program</u> : Annual registration fee of \$25 for first unit; \$10 for each additional unit. <u>Single-family/duplex program</u> : \$200 registration fee for each unit with record of code violations. If property fails inspection, \$25/unit for re-inspection.	Landlords required to conduct annual inspection with tenants and to give tenants the "Fort Worth Rental Handbook" outlining their rights.

City	Properties Covered	Inspections	Fees	Other
Houston Blue Star Multi-Housing Program	Any multifamily property is eligible—voluntary program.	Annual inspections for apartments that elect to be in program; police conduct a crime prevention environmental design analysis and look at crime reports.	Free.	100 properties in the program; City lists on website. Dallas has a very similar “Gold Star” program for multifamily complexes with 10 or more units.
Houston Apartment Crime Enforcement Program	Multifamily of 10 or more units.	After running computer formula every 2 years, police inspect properties that are classified as “remedial properties” after triggering a “crime risk threshold”	Properties register via multifamily registration program in code (see above). \$400 inspection fee.	Police conduct a “crime prevention through environment design” (CPTED) inspection and enter into remedial agreement with owner. Owner must attend PIP (positive interaction meetings) each month with police and the local community, and also conduct crime prevention meetings with tenants that police attend. Dallas police department runs a very similar program. ⁵⁴
Houston Multifamily Registration	Multifamily of 3 or more units.	Inspected once every 5 years—only exterior. Inspects 100-120 properties/month with 5,000 total mf properties in pipeline.	Annual Registration. No registration fee. Inspection fee of \$10/unit.	Compiled list of properties from appraisal district and city permits. 2 inspectors visit each property: electrical and structural inspector.
Los Angeles (Systematic Code Enforcement Program) ⁵⁵	All rental properties with 2 or more occupied units.	Once every three years, but worst buildings inspected more frequently.	Annual registration. Registration fee: \$43.32/unit. Additional fees may be charged if fail re-inspection.	Won the Fannie Mae Innovations in Government Award in Affordable Housing in 2005.

City	Properties Covered	Inspections	Fees	Other
Minneapolis	All non-owner occupied rental units; new construction exempted.	No regular inspections. Inspections required if complaints, property changes ownership or converted to rental, or no license for 12 months.	Annual registration. Registration fee: \$69 for first rental unit; \$19 for each additional unit in the property. No inspection fee.	Owners required to hang a 311 poster in common areas with information for tenants on reporting code violations.
Philadelphia Rental Inspection License Program ⁵⁶	All rental properties except owner-occupied duplexes.	Inspections not done unless tenant requests them.	Annual registration. Registration fee: \$50/unit (max fee: \$20,000)	Also has a vacant property registration requirement with a \$150 fee/property.
Plano ⁵⁷	Multifamily properties with 5 or more units older than 5 years (originally properties 5-10 years old also exempted).	Annual inspections.	Annual registration. Registration fee: \$10/unit No initial inspection fee and first re-inspection is fee. \$150 for the second re-inspection; \$300 for third re-inspection.	
Raleigh, NC ⁵⁸	All rental properties.	Inspections only if problems reported.	Annual registration. Registration fee: \$15/property for 3 or less units \$25/property for 4-19 units \$50/property for 20+ units Additional fee of \$30/unit at initial registration. No inspection fee.	Must obtain a probationary rental occupancy permit if fail to bring property into timely compliance. Must pay \$500 for a 2-year permit and attend City-approved property management course and remain in compliance with city codes.

City	Properties Covered	Inspections	Fees	Other
Sacramento, CA	All non-owner occupied rental units; rental units less than 5 years old may be exempt.	Initial mandatory inspection. If pass, then placed in Self-Inspection Certification Program where property owner inspects the property once a year and at change in tenancy, using city checklist. Random inspections by City of at least 10% of self-certification units.	Annual registration. Registration fee: \$28/unit. Initial inspection and first 30-day re-inspection are free. \$127 fee for follow-up inspections.	Landlord must provide tenants with a Residents Rights form created by local landlord-tenant nonprofit agency.
Seattle ⁵⁹	All rental properties; program being rolled out in phases based on # of units.	Each property inspected at least once every 10 years. 10% of all rental properties selected randomly for inspection each year. Units with two or more code violations inspected in first year of program.	Registration must be renewed every 5 years. Fee structure under development.	New program passed unanimously by the Seattle City Council in 2012.

Appendix 3: Examples of Extremely Dangerous and/or Substandard Code Conditions in Austin



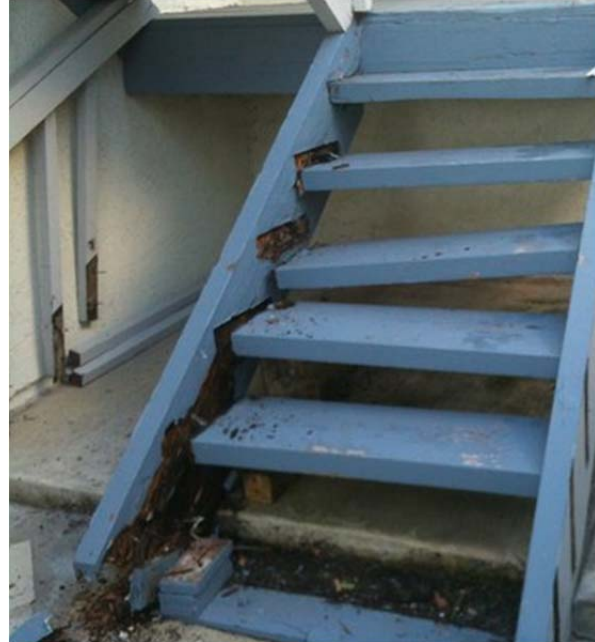
Stairway being held up only by nails and pulling away from walkway.



Handrail no longer anchored adequately and pulling away from structure.



Sagging horizontal member beam and bowing support post not strong enough to carry imposed load.



Rotting stairway missing treads, handrails, and guards.



Post supporting roof is inadequate with risk of roof collapsing.



Second floor walkway becoming detached from support posts and at risk of collapsing.



Mold on interior walls and floors.



Missing tiles, rotting wall, mildew, and mold.

End Notes

¹ ALAN MALLACH, MEETING THE CHALLENGE OF DISTRESSED PROPERTY INVESTMENTS IN AMERICA'S NEIGHBORHOODS (Local Initiatives Support Corporation), at 46, *available at* <http://www.stablecommunities.org/sites/all/files/library/1228/distressed-property-investors-mallach.pdf>.

² See, e.g., Guadalupe Luna, *Immigrants, Cops and Slumlords in the Midwest*, 29 SOUTHERN ILLINOIS UNIV. L.J. 61, 89 (2004) ("Tenants' fears of retaliation from landlords, coupled with the lack of alternative housing effectively stifles complaints of tenants who are weary of possible eviction.").

³ SILVANA HACKETT, ET AL, RENTAL LICENSING TO ACHIEVE COMPLIANCE (Center for Urban and Regional Affairs, Univ. of Minn., 2012), *available at* <http://www.ci.roseville.mn.us/DocumentCenter/View/11028>.

⁴ CAROL HICKEY, ENSURING HOUSING QUALITY: PROACTIVE MINIMUM HOUSING CODE INSPECTIONS OF RENTAL PROPERTIES IN NORTH CAROLINA CITIES, Paper submitted for Masters of Public Admin. at UNC Chapel Hill (Apr. 8, 2008), *available at* <http://ghc.illkd.com/wp-content/uploads/2008/04/enhancinghousingquality.pdf>.

⁵ *Id.*

⁶ U.S. CENSUS BUREAU, 2011 AMERICAN COMMUNITY SURVEY 1-YEAR ESTIMATES, SELECTED HOUSING CHARACTERISTICS.

⁷ Andy Alford, *City's affordable housing squeeze means code violations are often ignored*, AUSTIN AMERICAN-STATESMAN, at A1 (Dec. 16, 2002).

⁸ *Id.*

⁹ Isadora Vail, *Apartment fixes ordered after 2 die from gas poisoning*, AUSTIN AMERICAN-STATESMAN (Feb. 9, 2011), *available at* <http://www.statesman.com/news/news/local/apartment-fixes-ordered-after-2-die-from-gas-poiso/nRXXRj/>

¹⁰ Austin City Council, Agenda Item No. 100, Resolution Relating to the Development of a Residential Rental Registration Program (July 23, 2009).

¹¹ Austin City Council Res. No. 20130606-050 (June 6, 2013).

¹² Austin City Council Res. No. 20130606-049 (June 6, 2013).

¹³ AUSTIN BOARD OF REALTORS, PUBLIC POLICY POSITIONS, *available at* http://www.abor.com/gov_affairs/ABoRGovPolicy.cfm.

¹⁴ City of Austin Ord. No. 20120802-122; CITY OF AUSTIN SHORT-TERM RENTAL LICENSING WEBSITE, <http://www.austintexas.gov/str>.

¹⁵ See Appendix 1 for an overview of these studies' findings.

¹⁶ MONTGOMERY COUNTY TENANTS WORK GROUP REPORT (March 2010), at 12, *available at* http://www6.montgomerycountymd.gov/Content/EXEC/TWG/pdf/twg_report_3-2010.pdf. A report on Roseville, Minnesota, also identified a concern that many tenants are afraid of retaliation from landlords and so do not make complaints about their housing conditions. According to the report: "When interviewed, [code] inspectors felt that this is a particularly salient issue in Roseville because of the relatively large population of refugees

residing in properties that are known to have the worst property maintenance issues.” SILVANA HACKETT, ET AL, RENTAL LICENSING TO ACHIEVE COMPLIANCE, Center for Urban and Regional Affairs, Univ. of Minn. (2012), *available at* <http://www.ci.roseville.mn.us/DocumentCenter/View/11028>.

¹⁷ RESEARCH AND PLANNING DIVISION, TRAVIS COUNTY HEALTH AND HUMAN SERVICES & VETERAN SERVICE, HOUSING: SECTION VI OF THE 2006-2007 TRAVIS COUNTY IMMIGRANT ASSESSMENT, at 69-70, *available at* http://www.co.travis.tx.us/health_human_services/research_planning/pdfs/immigrant_assessment_report_2007/06_Housing.pdf.

¹⁸ *Id.*

¹⁹ Comment, *Protecting the Good-Faith Tenant: Enforcing Retaliatory Eviction Laws by Broadening the Residential Tenant's Options in Summary Eviction Courts*, 63 Oklahoma L. R. 101, 106 (2010).

²⁰ PHYLLIS BETTS, BEST PRACTICE NUMBER TEN: BROKEN WINDOWS—STRATEGIES TO STRENGTHEN HOUSING CODE ENFORCEMENT AND APPROACHES TO COMMUNITY-BASED CRIME PREVENTION IN MEMPHIS (Memphis Shelby Crime Commission, Apr. 2001).

²¹ Matt Stiles, *Houston hires firm to investigate fatal stairway collapse*, HOUSTON CHRON. (July 24, 2008), <http://www.chron.com/news/houston-texas/article/Houston-hires-firm-to-investigate-fatal-stairway-1596785.php>.

²² PHYLLIS BETTS, BEST PRACTICE NUMBER TEN: BROKEN WINDOWS—STRATEGIES TO STRENGTHEN HOUSING CODE ENFORCEMENT AND APPROACHES TO COMMUNITY-BASED CRIME PREVENTION IN MEMPHIS (Memphis Shelby Crime Commission, Apr. 2001).

²³ CITY OF BROOKLYN CENTER, MINNESOTA, WEBSITE FOR RENTAL LICENSES, <http://www.cityofbrooklyncenter.org/DocumentCenter/Home/View/277>.

²⁴ ALAN MALLACH, MEETING THE CHALLENGE OF DISTRESSED PROPERTY INVESTMENTS IN AMERICA'S NEIGHBORHOODS (Local Initiatives Support Corporation), at 50, *available at* <http://www.stablecommunities.org/sites/all/files/library/1228/distressed-property-investors-mallach.pdf>.

²⁵ See International Crime Free Association webpage on Crime Free Rental Housing, at http://www.crime-free-association.org/rental_housing.htm.

²⁶ See U.S. Dept. of Justice, Bureau of Justice Asst., KEEPING ILLEGAL ACTIVITY OUT OF RENTAL PROPERTY: A POLICE GUIDE FOR ESTABLISHING LANDLORD TRAINING PROGRAMS, *available at* <https://www.ncjrs.gov/pdffiles1/bja/148656.pdf>.

²⁷ *Id.* at 4. Portland's landlord training program manual is available at <http://www.portlandonline.com/bds/index.cfm?a=96790&c=38169>.

²⁸ City of Fort Worth, Ord. No. 19998-12-2011, *available at* http://fortworthtexas.gov/uploadedFiles/City_Secretary/City_Council/Official_Documents/2011_Ordinances/19998-12-2011.pdf.

²⁹ CITY OF BROOKLYN CENTER, MINNESOTA, WEBSITE FOR RENTAL LICENSES, <http://www.cityofbrooklyncenter.org/DocumentCenter/Home/View/277>.

³⁰ This estimate is from the Austin Code Compliance Department and includes salary and benefits as well as work equipment.

³¹ CITY OF AUSTIN, DEMOGRAPHIC PROFILE, *available at* http://www.austintexas.gov/sites/default/files/files/Planning/Demographics/city_of_austin_profile_2010.pdf.

³² We developed the estimates for total number of multifamily (mf) and non-multifamily rental units for Austin using information from the American Community Survey and City of Austin Code Compliance Department, which utilized data from the Travis County Appraisal District and Austin Energy data. TCAD breaks down the number of mf properties by range of units (3 units, 4 units, 5-25 units, 26-49 units, 50-100 units, 100+ units). We multiplied the total number of properties in each category from TCAD by the range of units in that category and came up with a total mf unit range of 83,104 to 173,032. We picked a number close to the middle of this range, 130,000, which is closest to the estimate of 132,514 occupied multifamily rental units from the U.S. Census Bureau's 2009-11 American Community Survey (ACS). To develop our estimate of the non-mf rental units (1-2 units), we subtracted 130,000 (mf units estimate) from the U.S. Census's estimate of 180,000 total rental units in Austin, for a total of 50,000 non-mf rental units (1-2 units). This is similar to the estimate in the ACS survey, which estimates 47,749 single family and duplex rental units. In terms of the estimating the number of non-mf rental properties (1-2 units): We took the ACS estimate of duplex units and divided that by 2 and then added this number to the 35,210 single family properties, for a total of 41,500 non-mf rental properties. Since we wrote the initial draft of this report, the Austin Code Compliance Department has developed a lower estimate of multifamily rental properties in Austin: 3,044.

³³ CITY OF SEATTLE, POWERPOINT PRESENTATION OF NOTES FROM RENTAL REGISTRATION AND INSPECTION ORDINANCE: FEE OPTIONS STAKEHOLDER MEETING (Mar. 4, 2013), *available at* <http://ghc.illkd.com/wp-content/uploads/2008/04/enhancinghousingquality.pdf>.

³⁴ U.S. CENSUS BUREAU, 2009-2011 AMERICAN COMMUNITY SURVEY, OCCUPIED HOUSING UNITS IN AUSTIN.

³⁵ Data obtained from the City of Austin Code Compliance Department, based on data from the Travis County Appraisal District.

³⁶ Phone call with Geoff Tallent, Program Manager, Rental Registration Program, City of Seattle (June 13, 2013).

³⁷ CITY OF DALLAS CODE COMPLIANCE DEPARTMENT, FY 09/10 BUDGET OVERVIEW, PRESENTED TO THE DALLAS CITY COUNCIL FINANCE AND AUDIT COMMITTEE (Apr. 26, 2010), *available at* http://dallascityhall.com/committee_briefings/briefings0410/BFA_CodeFY09-10_%20BudgetOverview_042610.pdf.

³⁸ CITY OF SEATTLE, POWERPOINT PRESENTATION OF NOTES FROM RENTAL REGISTRATION AND INSPECTION ORDINANCE: FEE OPTIONS STAKEHOLDER MEETING (Mar. 4, 2013), *available at* <http://ghc.illkd.com/wp-content/uploads/2008/04/enhancinghousingquality.pdf>.

³⁹ Information from the Austin Code Enforcement Department, based on approximations from the Travis County Appraisal District.

⁴⁰ We assumed very conservatively that each inspector would complete one property inspection a day for an average of 4 days a week and 48 weeks each year.

⁴¹ ALAN MALLACH, MEETING THE CHALLENGE OF DISTRESSED PROPERTY INVESTMENTS IN AMERICA'S NEIGHBORHOODS (Local Initiatives Support Corporation), at 51, *available at*

<http://www.stablecommunities.org/sites/all/files/library/1228/distressed-property-investors-mallach.pdf>.

⁴² CITY OF BROOKLYN CENTER, MINNESOTA, WEBSITE FOR RENTAL LICENSES, <http://www.cityofbrooklyncenter.org/DocumentCenter/Home/View/277>.

⁴³ Dallas City Code § 27-34 (2013).

⁴⁴ JANE E. PROTHMAN, HOUSING: HEALTH AND CODE ENFORCEMENT, degree project for Masters of Public Administration at Univ. of Wash. (2010) (citing McLERREN AND POWERS, REPORT ON THE HOUSING CODE ENFORCEMENT DEMONSTRATION PROGRAM (Housing Zoning Enforcement Division, Seattle, Wash, 1989)).

⁴⁵ *Id.*

⁴⁶ CHINESE PROGRESSIVE ASSOCIATION, SUBSTANDARD HOUSING CONDITIONS IN SAN FRANCISCO CHINATOWN: HEALTH IMPACTS ON LOW-INCOME IMMIGRANT TENANTS (Aug. 2005), *available at* <http://www.cpasf.org/sites/default/files/HousingHealthRptFINAL.pdf>

⁴⁷ *Id.*

⁴⁸ PHYLLIS BETTS, BEST PRACTICE NUMBER TEN: BROKEN WINDOWS—STRATEGIES TO STRENGTHEN HOUSING CODE ENFORCEMENT AND APPROACHES TO COMMUNITY-BASED CRIME PREVENTION IN MEMPHIS (Memphis Shelby Crime Commission, Apr. 2001) (finding that while multifamily units account for one third of all housing units in the Binghamton community, only 10% of the code violations in the city system were from multifamily units, despite visual survey showing that at least half of the multifamily units had substantial code violations).

⁴⁹ *Id.*

⁵⁰ *Id.*

⁵¹ CAROL HICKEY, ENSURING HOUSING QUALITY: PROACTIVE MINIMUM HOUSING CODE INSPECTIONS OF RENTAL PROPERTIES IN NORTH CAROLINA CITIES, Paper submitted for Masters of Public Admin. at UNC Chapel Hill (Apr. 8, 2008).

⁵² CITY OF ARLINGTON, CODE COMPLIANCE WEBSITE, at <http://arlingtontx.gov/codecompliance/apartments.html>.

⁵³ CITY OF FORT WORTH, RENTAL PROPERTY WEBSITE, at <http://fortworthtexas.gov/rentalproperty/>

⁵⁴ *See* Dallas City Code, §§ 27-45, et al.

⁵⁵ Information on Los Angeles's ordinance is available at <http://lahd.lacity.org/lahdinternet/CEUSCEP/tabid/395/language/en-US/Default.aspx>.

⁵⁶ CITY OF PHILADELPHIA, HOUSING INSPECTION LICENSE WEBSITE AND LICENSE APPLICATION, at <https://business.phila.gov/Pages/HousingRentalLicense.aspx>; https://business.phila.gov/Documents/Licenses/housing_rental.pdf.

⁵⁷ CITY OF PLANO, RENTAL REGISTRATION & INSPECTION PROGRAM WEBSITE, at <http://www.plano.gov/index.aspx?NID=342>

⁵⁸ CITY OF RALEIGH, RENTAL DWELLING REGISTRATION WEBSITE, at <http://www.raleighnc.gov/home/content/Inspections/Articles/RentalDwellingRegistra.html>

⁵⁹ CITY OF SEATTLE, RENTAL REGISTRATION & INSPECTION WEBSITE, at <http://www.seattle.gov/dpd/codesrules/changestocode/rentalregistrationprogram/whatwhy/>.

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

RESULT: RECEIVED 1ST STEP

Next: 8/18/2014 7:00 PM

Respectfully Submitted,

Barbara Footit, Board Clerk

AMENDING SECTION 49 OF THE BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled “An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City”, text enacted, April 21, 1971, as amended, is hereby further amended by changing from the zoning on **Plot #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

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

Attachment: Enfield_St 8 Formal_Petition (2714 : Report - 8 Enfield Street)



CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FOURTEEN

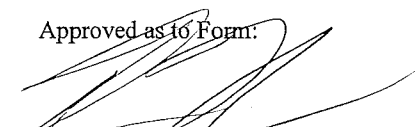
AN ORDINANCE

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.**"

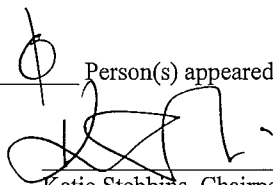
Approved as to Form:



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

Attachment: 3164_8_Enfield_St_2014 (2714 : Report - 8 Enfield Street)



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

Attachment: 3164_8_Enfield_St_2014 (2714 : Report - 8 Enfield Street)

**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

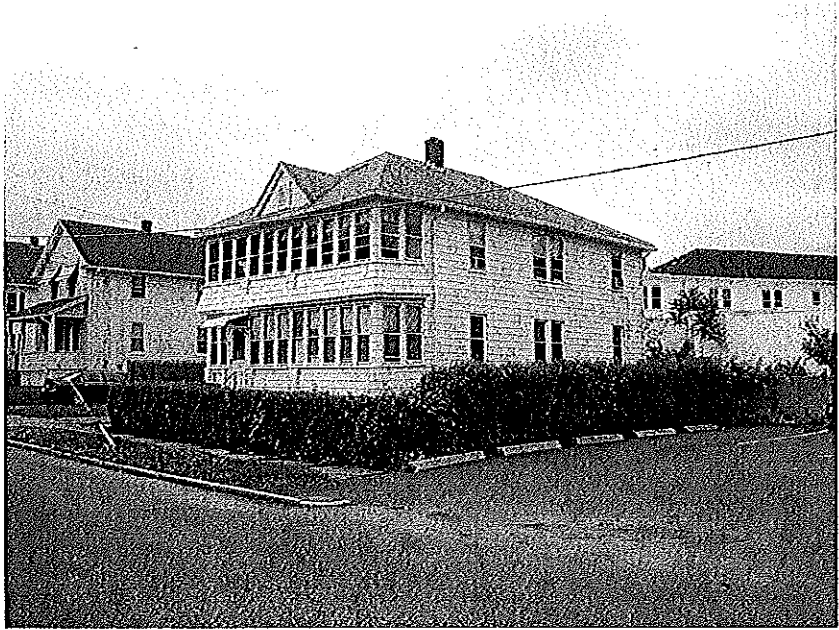
ANALYSIS

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.



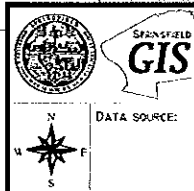
Proposed Location

Ludlow Av

Main St IO

Enfield St

Devens St



City of Springfield, Massachusetts

8 Enfield Street

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

RESULT: RECEIVED 1ST STEP

Next: 8/18/2014 7:00 PM

Respectfully Submitted,

Barbara Footit, Board Clerk

AMENDING SECTION 49 OF THE BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled “An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City”, text enacted, April 21, 1971, as amended, is hereby further amended by changing from the zoning on **Plot #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

To The City Council of the City of Springfield:
The undersigned respectfully petition your honorable body

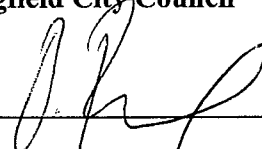
to change from Industrial A to Residence B the following properties: 32 Albert Ave (00180-0007), 90 Michon St (08610-0011), NS Michon St (08610-0013), NS Michon St (08610-0015), 114 Michon St (08610-0017), NS Michon St (08610-0023), NS Michon St (08610-0024), NS Michon St (08610-0025), SS Michon St (08610-0031), 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).

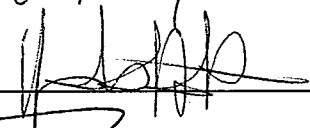
Mailing Address

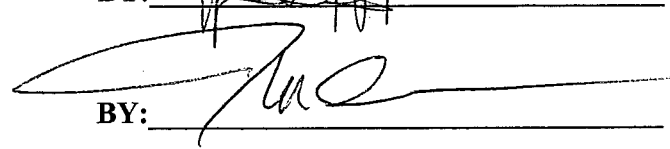
36 Court Street
 Springfield, MA 01103

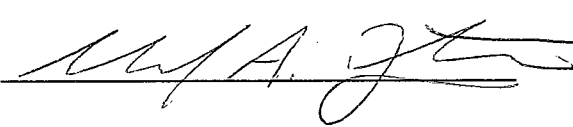
Petitioner:

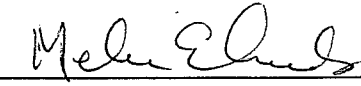
Springfield City Council

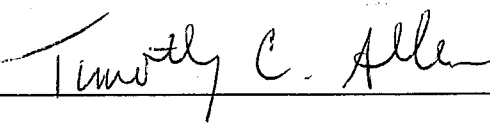
BY: 

BY: 

BY: 

BY: 

BY: 

BY: 

BY: Timothy Rosh

BY: Bud Sullivan

BY: Kyleen B. Walsh
Zaida Lova

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

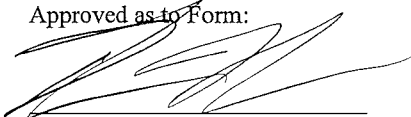
AN ORDINANCE

AMENDING SECTION 15 OF THE BUILDING ZONE MAP

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

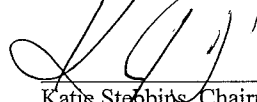
SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the 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
SECTION: 15

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: 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

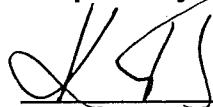
IN FAVOR: seven (7): Ms. Morin, Ms. DeFillipo, Ms. Stebbins, Mr. Swan, Mr. Florian, Ma. McQuade, Mr. Cignoli

OPPOSED: zero (0)

ABSTAINED: N/A

RECOMMENDATION: NOT TO APPROVE

Respectfully submitted,



Katie Stebbins, Chairperson

Attachment: 3165_IO_Zone_Change_2014 (2715 : Report - Indian Orchard Area Zone Change)

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.

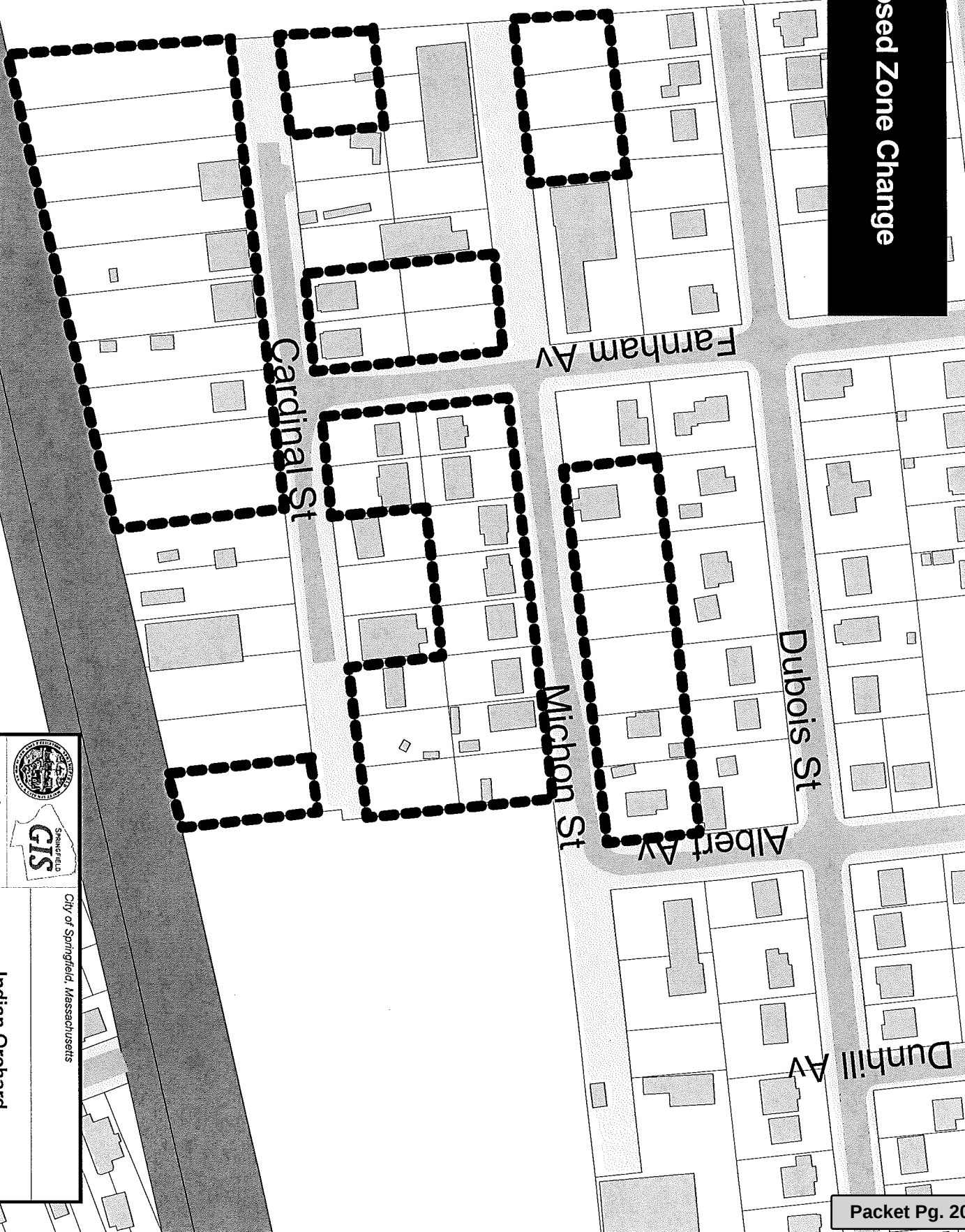
In that regard, the City Council has identified two parcels (SS Michon Street – 08610-0031&0032) as part of this proposed zone change. These parcels are currently being used in conjunction with the existing construction operation located at 145 Michon Street. While there is no building on this property, 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

Attachment: 3165_IO_Zone_Change_2014 (2715 : Report - Indian Orchard Area Zone Change)





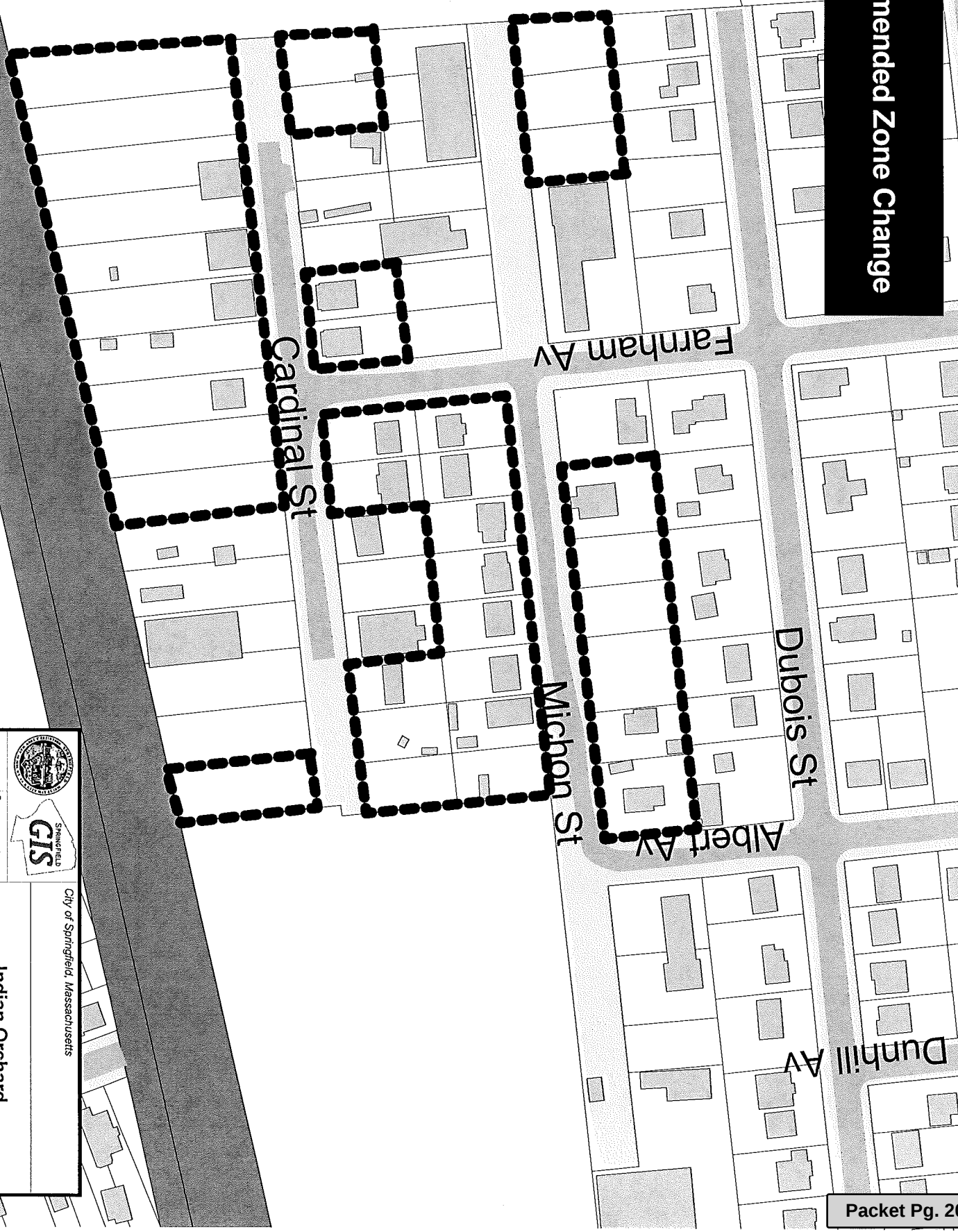
Springfield
GIS

City of Springfield, Massachusetts

Indian Orchard
Zone Change

DATA SOURCE:

Recommended Zone Change





City of Springfield, Massachusetts

Indian Orchard
Zone Change

DATA SOURCE:

