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

Linda Fitzpatrick
413-787-6559

Monday, November 17, 2014 | 7:00 PM | Springfield City Hall -- Council Chambers

I. Possible Public Speak-Out Time 6:30 PM

The following individuals spoke at public speak-out:

1. **Rhonda Latney relative to MGM Casino**
2. **Karen Ford relative to MGM Casino**
3. **Dr. Isheal Ali, PhD. relative to taxes and parking on lot on Walnut Street**
4. **Russell Selig relative to tax assessment discrepancies on certain properties**

Call to Order

7:00 PM Meeting called to order on November 17, 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	Absent	
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	

A. Communications

1. Order (ID # 2843)

October Revenue Vs. Expenditure Report

COMMENTS - Current Meeting:

Read and Patrick Burns, City Comptroller made presentation to the City Council relative to the period ending 10-31-2014 and the Report shows that the City had spent 39% of the yearly budget and the deficit is because of a net school spending payment and large debt

payment but was on track for the FY15 balance budget. Council received the Report by a majority voice vote with Councilor Walsh absent and the Report was put on file for the Finance Committee to discussion.

ATTACHMENTS:

- October Revenue Vs. Expenditure Report (PDF)

RESULT: RECEIVE REPORT

B. REPORTS OF COMMITTEE

A. Report from the Public Safety Committee

Read and explanation given by Councilor Thomas Ashe, Chair of the Public Safety Committee (Councilors Ashe, Allen, Edwards) met on November 13, 2014 and Chair Ashe stated that the Committee met with Police Department to discuss enacting an ordinance to combat "door to door" solicitation and explained that some surrounding communities have door to door sale ordinances and the City is looking to do the same. That the Committee asked Associate City Solicitor Anthony Wilson to research the issue and come back before the Committee with a draft. The Council received the Report by a majority voice vote with Councilor Walsh absent.

II. Informational

3. Informational (ID # 2821)

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>
<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a majority voice vote with Councilor Walsh absent.

ATTACHMENTS:

- Comcast Drawing 8-27-2014 West Columbus Ave. (PDF)

RESULT: RECEIVED THE REPORT-PASSED

4. Informational (ID # 2822)

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>
<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a majority voice vote with Councilor Walsh absent.

ATTACHMENTS:

- Comcast Drawing 8-28-14 Williams St (PDF)

RESULT: RECEIVED THE REPORT-PASSED

5. Informational (ID # 2825)

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>
<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a majority voice vote with Councilor Walsh absent.

ATTACHMENTS:

- WMECO - SHERMAN ST DRAWING 6202 (PDF)
- abutter notice for wmeco 10-22-14 (530pm) (DOC)

RESULT: RECEIVED THE REPORT-PASSED

6. Informational (ID # 2826)

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>
<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a majority voice vote with Councilor Walsh absent.

ATTACHMENTS:

- WMECO - MAGAZINE ST DRAWING 6203 (PDF)
- abutter notice for wmeco 10-22-14 (500pm) (DOC)

RESULT: RECEIVED THE REPORT-PASSED

7. Informational (ID # 2838)

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>
<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a majority voice vote with Councilor Walsh absent.

ATTACHMENTS:

- Comcast Drawing 8-28-2014 East Fisk Ave(PDF)

RESULT: RECEIVED THE REPORT-PASSED

8. Informational (ID # 2839)

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>

<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a majority voice vote with Councilor Walsh absent.

ATTACHMENTS:

- COMCAST - MAIN STREET IO PLAN CORRECTED (PDF)

RESULT: RECEIVED THE REPORT-PASSED

9. Informational (ID # 2840)

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>
<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a majority voice vote with Councilor Walsh absent.

ATTACHMENTS:

- Memorial Dr. Fibertech Drawing (PDF)
- abutter notice for FIBERTECH 10-27-14 (500pm) (DOC)

RESULT: RECEIVED THE REPORT-PASSED

10. Informational (ID # 2841)

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>
<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a majority voice vote with Councilor Walsh absent.

ATTACHMENTS:

- LIGHTOWER Plan-Main St. (PDF)
- abutter notice for lightower 11-03-14 (DOC)

RESULT: RECEIVED THE REPORT-PASSED

11. Informational (ID # 2842)

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>
<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a majority voice vote with Councilor Walsh absent.

ATTACHMENTS:

- WMECO - SHERMAN ST DRAWING 6202 (PDF)
- abutter notice for wmeco 10-22-14 (530pm) (DOC)

RESULT: RECEIVED THE REPORT-PASSED

III. Grants

12. Order (ID # 2851)

Senior Aides Program Grant Acceptance - in Kind Match ($611,029)

COMMENTS - Current Meeting:

Read and an explanation was given by Jan Denny, Director of Department of Elder Affairs stating that the Order is to accept a grant from Senior Community Services Employment Grant in the amount of $611,029 to assist low-income older peoples into paid community service and training programs as an entry into productive work and the Order passed by a majority voice vote with Councilor Walsh absent.

ATTACHMENTS:

- Senior Aides (PDF)
- SeniorAides Grant Setup (PDF)

RESULT: PASSED BY VOICE VOTE

13. Order (ID # 2835)

SHINE Grant Acceptance - No Match Required ($199,992.00)

COMMENTS - Current Meeting:

Read and an explanation was given by Jan Denny, Director of Department of Elder Affairs stating that the Order is to accept a grant from Mass Executive Office of Elder Affairs Shine Grant in the amount of $199,992 to provide health and medical information, screening and application assistance to low-income seniors and the Order passed by a majority voice vote with Councilor Walsh absent.

ATTACHMENTS:

- SHINE Grant Set up (PDF)
- SHINE (PDF)

RESULT: PASSED BY VOICE VOTE

14. Order (ID # 2850)

Elders COA Grant - No Match Required $191,072

COMMENTS - Current Meeting:

Read and an explanation was given by Jan Denny, Director of Department of Elder Affairs stating that the Order is to accept a grant from Mass Executive Office of Elder Affairs Council on Aging Grant in the amount of $191,072 to support Council on Aging activities for seniors and the Order passed by a majority voice vote with Councilor Walsh absent.

ATTACHMENTS:

- COA Grant (PDF)
- COA Grant Set Up (PDF)

RESULT: PASSED BY VOICE VOTE

15. Order (ID # 2856)

Emergency Management Performance Grant - No Match Required $139,950.00

COMMENTS - Current Meeting:

Read and an explanation was given by Chris Kuczarski, Deputy Director Office of Emergency Preparedness stating that the Order is to accept a grant from Mass Emergency Management Agency Performance Grant in the amount of $139,950 to purchase an emergency response vehicle, supplies and accessories, EOC software, furniture for Springfield's Emergency Operations center, office supplies, computers and other equipment and the Order passed by a majority voice vote with Councilor Walsh absent.

ATTACHMENTS:

- RFG EMPG 2013 2014 Pg 1 (JPG)
- RFG EMPG 2013 2014 Pg 2 (JPG)
- MMARS Grant Contract (PDF)

RESULT: PASSED BY VOICE VOTE

16. Order (ID # 2836)

GSSSI Grant Acceptance - in Kind Match ($88,890)

COMMENTS - Current Meeting:

Read and an explanation was given by Jan Denny, Director of Department of Elder Affairs stating that the Order is to accept a grant from Greater Springfield Senior Services, Inc. Title III Grant in the amount of $88,890 to encourage senior participation in programs, conduct follow-up home visits, give referrals, provide client advocacy, help the elder or caregiver in receiving or providing quality care, give the community presentations and collaborate with agencies an businesses to assist seniors that are in debt, under-insured, uninsured or homeless and the Order passed by a majority voice vote with Councilor Walsh absent.

ATTACHMENTS:

- GSSSI Grant (PDF)
- GSSSI Grant Set up (PDF)

RESULT: PASSED BY VOICE VOTE

17. Order (ID # 2829)

HNE Evening Gym Grant - $46,800 - No Match

COMMENTS - Current Meeting:

Read and an explanation was given by Patrick Sullivan, Director of Parks, Building and Recreation Management stating that the Order is to accept a grant from Health New

England in the amount of $46,800 to fund evening gym at Kennedy, Bowles, Milton Bradley and Forest Parks schools from about December to March, 2015. Councilors Williams, Luna an Ramos asked when would the New North School gym would open and Mr. Sullivan said in about 2 or 3 weeks as he needed time to hire staff. Councilor Allen said he had been working with Health New England and the money for evening gym has increased each of the last 3 years and the Order passed by a majority voice vote with Councilor Walsh absent.

ATTACHMENTS:

- Evening Gym Grant (PDF)

RESULT: PASSED BY VOICE VOTE

18. Order (ID # 2854)

MassaGrant Acceptance - No Match Required - $6,000.00

COMMENTS - Current Meeting:

Read and the Council accepted the grant in the amount of $6,000 from Mass Department of Public Health on behalf of the Fire Department to and the deployment and training of the 3 Mass Decontamination Units and the Order passed by a majority voice vote with Councilor Walsh absent without discuss.

ATTACHMENTS:

- MDU (PDF)
- img-X21095735-0001 (PDF)

RESULT: PASSED BY VOICE VOTE

19. Order (ID # 2848)

Fire Donation- $2,000.00

COMMENTS - Current Meeting:

Read and the Council accepted the donation in the amount of $2,000 from ExxonMobil Pipeline Company on behalf of the Fire Department to be used as needed for General Administration and to support department's training programs and/or response equipment and the Order passed by a majority voice vote with Councilor Walsh absent without discuss.

ATTACHMENTS:

- ExxonMobil Donation (PDF)

RESULT: PASSED BY VOICE VOTE

IV. General Business

(20.) ORD-2014-11 An Order Amending Chapter 100 of the City Ordinances

Please see attachments for body of order.

RESULT:	**SECOND & THIRD STEPS [12 TO 0]**
MOVER:	Thomas M. Ashe, At-Large Councilor
SECONDER:	Orlando Ramos, Ward 8 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton
ABSENT:	Kateri B. Walsh

COMMENTS - Current Meeting:

Read on October 20, 2014 and an explanation was given by Fire Commissioner Joe Conant stating that the Ordinance is to fees for the Fire Prevention Unit as the fee has not been increased in 14 years and the Fire Department fees are based a survey of surrounding communities and the Council passed 1st step and was referred to the Committee on Ordinances by a unanimous voice vote.

Read for the second time on November 17, 2014 and passed 2nd step by a unanimous voice vote and referred to the Committee on Enrollment by a unanimous voice vote.

The Committee on Enrollment met on November 17, 2014 and found the ordinance to be properly enrolled and referred the Ordinance passage to the full Council and the Council passed 3rd step to be ordained by the following roll call vote.

ATTACHMENTS:

- Order Amending Chapter 100 of City Ordinances - signed 10-1-14 (PDF)
- Revised Fire Department Fee Schedule (PDF)

21. Special Act (ID # 2852)

Approving a Special Act Exempting the City of Springfield from Certain Provisions of Section 29 of Chapter 43 Relating to the Threshold for Written Contracts

FINANCIAL IMPACT:

The Special Act would increase the dollar threshold for requiring the City to have written contracts signed by the Mayor and the Department Head . The current threshold is $5,000.00.

COMMENTS - Current Meeting:

Read and an explanation was given by T J Plante, CAFO, Kathy Breck, Deputy City Solicitor an Theo Theocles, Deputy Chief Procurement Officer stating that the special act is exempt the City from certain provision of MGL chapter 43, section 29 requiring all contracts in the amount of $5,000 or more be in writing and signed by the Mayor, department head or chair of the board and the practice has become burdensome and time consuming and the City would like to increased that amount to $35,000 an to increase the under MGL chapter 30B to $35,000. Councilors Williams and Allen expressed concerns that not data was presented to justify the change and Councilor Allen mad a motion to refer to committee and was seconded by Councilor Williams.

ATTACHMENTS:

- An Act Exempting the City of Springfield from Certain Provisions of Section 29 of Chapter 43 (PDF)

RESULT:	**REFERRED TO COMMITTEE**	**Next: 12/1/2014 7:00 PM**

Motion To: A. Motion to Refer to Committee

COMMENTS - Current Meeting:

Councilor Allen made a motion to refer to committee and was seconded by Councilor Williams and said motion passed by a majority voice vote with Councilor Walsh absent. The Order was referred to General Government Committee.

RESULT:	**ADOPTED VOICE**

22. Order (ID # 2831)

Authorization to Issue Refunding Bonds

COMMENTS - Current Meeting:

Read the first time and Rule 19 suspended and an explanation was given by T J Plante, CAFO stating that the City Treasurer with the approval of the Mayor is requesting authority to issue refunding bonds from time to time as the bond market is at its lowest point to save money estimated as $1 to $1.5 million when the bonds are issued. Mr. Plante said there is no amount known now but this authorization would allow the City be to ready when the market is at it lowest and read a second time and passed by the following roll call vote.

ATTACHMENTS:

- CAFO Certification Bond Authorization - Refunding Bonds (DOCX)

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

23. Order (ID # 2837)

Circuit Breaker Surplus Funds Appropriation Order

Reduce Budget by $3,853,110.00

COMMENTS - Current Meeting:

Read the first time and Rule 19 suspended and an explanation was given by T J Plante, CAFO and Daniel Warwick, Superintendent of Schools stating that the City had received a directive from DOR instructing the City that the surplus in the Circuit Breaker Fund must be closed to the General Fund and to be subject to the Free Cash Certification process and this Order appropriates the $3,853,110 from Circuit Breaker Grant Fund to Capital Outlay - Building Improvement for the School Department dense wireless project so that every student can be educated on technology device such as tablets and new science classrooms at Duggan Middle School and read a second time and passed by the following roll call vote.

ATTACHMENTS:

- MA Dor Bulletin (PDF)
- CAFO Certification School Approp Reduction 2 (DOCX)

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

24. Order (ID # 2833)

Dense Wireless Project Bond - $2,300,000

COMMENTS - Current Meeting:

Read the first time and Rule 19 suspended and an explanation was given by T J Plante, CAFO and Daniel Warwick, Superintendent of Schools stating that the Order is to authorize the City to pay for an upgraded infrastructure within the Springfield Public Schools to address the gap in the City's wireless capabilities to run more devices and to add bandwidth for the MCAS and PARCC assessment testing in the amount of $2,300,000. Councilor Williams asked how long will take to complete the project and Superintendent Warwick said about 2 years and read a second time and passed by the following roll call vote.

ATTACHMENTS:

- CAFO Certification Bond Authorization - Dense Wireless (DOCX)

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

25. Order (ID # 2832)

Demolitions and Road/Sidewalk Repair Bond - $5,000,000

COMMENTS - Current Meeting:

Read the first time and Rule 19 suspended and an explanation was given by T J Plante, CAFO stating that the Order is to authorize the City to bond for $5,000,000 to pay the cost of building demolitions, roads, and sidewalks projects and to fund the highest priority project such as condemned blighted buildings as well as infrastructure and streetscape improvements to roads and sidewalks. Mr. Plante said the City has not had money for these types of project since 2008. Councilor Twiggs ask whether a brick sidewalk would be replaced with a brick sidewalk and Mr. Plante said he hopes so but did not know because those decision are made by DPW. Councilor Hurst if there was a written plan and Mr. Plante said that a plan was being developed by DPW. Councilors Shea and Luna expressed concerns about temporary patching with asphalt. Councilor Twiggs made a motion to refer to committee and was seconded by Councilor Luna.

ATTACHMENTS:

- CAFO Certification Bond Authorization - Demos and Sidewalks (DOCX)

RESULT:	REFERRED TO COMMITEE	Next: 12/1/2014 7:00 PM

26. Motion To: Motion to Refer to Committee

COMMENTS - Current Meeting:

Councilor Twiggs made a motion to refer to committee and was seconded by Councilor Luna and said motion passed by a majority voice vote with Councilor Walsh absent. The Order was referred to Maintenance and Development Committee.

RESULT:	ADOPTED VOICE

Motion To: A. Motion to Refer to Committee

COMMENTS - Current Meeting:

Councilor Twiggs made a motion to refer to committee and was seconded by Councilor Luna and said motion passed by a majority voice vote with Councilor Walsh absent. The Bond Order was refer to the Maintenance and Development Committee.

RESULT:	ADOPTED VOICE

27. Order (ID # 2846)

Reserve for Contingencies to Housing Code- $31,756.90

FINANCIAL IMPACT:

Reserve for Contingencies to Housing Code- $31,756.90

COMMENTS - Current Meeting:

Read the first time and Rule 19 suspended and an explanation was given by Steve Desilets, Commissioner of the Code Enforcement Department stating that the transfer of $31,756.90 from Comptroller Office - Reserve for Contingencies to Housing Code - Inspectional Services - Permanent Salary and to Housing Code - Inspectional Services - Overtime to hire an additional Housing Code inspector to assist in clearing the current backlog and to pay for the overtime sweeps on Saturday. Councilors Williams, Hurst, Ramos Twiggs and Luna praised the work of the Housing Code Department for dealing with "quality of life issues" and asked if there was a need for more inspectors and Mr. Desilets said there is always a need for more inspectors but one additional staff is all he needs for now and read a second time and passed by the following roll call vote.

ATTACHMENTS:

- CAFO Certification Housing Code (PDF)

RESULT:	**ADOPTED [12 TO 0]**
MOVER:	Bud L. Williams, At-Large Councilor
SECONDER:	Orlando Ramos, Ward 8 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton
ABSENT:	Kateri B. Walsh

28. Order (ID # 2849)

Approval of Intergovernmental Agreement with Springfield Business Improvement District

FINANCIAL IMPACT:

The Agreement calls for the City to provide $70,000 to the SBID for FY 2015, FY 2016 and FY 2017, subject to appropriation in each fiscal year.

COMMENTS - Current Meeting:

Read and explanation with given by Brian Connors, Deputy Director of Planning and Economic Development and Chris Russell, Executive Director of the Springfield Business Improvement District (BID stating that the Order is enter into an Intergovernmental Agreement to provide payment and in-kind services between the City and the BID for 3 years. Councilors Williams and Rooke expressed concerns about the amount of payment and what the city was getting in return and whether the City "had enough skin in the game". Councilor Luna made a motion to refer to committee and was seconded by Councilor Rooke.

ATTACHMENTS:

- Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc., 2014-2017 (PDF)

RESULT:	**REFERRED TO COMMITEE**	**Next: 12/1/2014 7:00 PM**

Motion To: A. Motion to Refer to Committee

COMMENTS - Current Meeting:

Councilor Luna made a motion to refer to committee and was seconded by Council Rooke and said motion passed by a majority voice vote with Councilor Allen voting no and Councilor Walsh absent. The Order was referred to Economic Development Committee.

RESULT:	**ADOPTED VOICE**

29. Order (ID # 2844)

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of 92 Mill Street to Demetrios N. Panteleakis

COMMENTS - Current Meeting:

Read and explanation with given by Brian Connors, Deputy Director of Planning and Economic Development stating that the Order is for the sell of 92 Mill Street to Demetrios N. Panteleakis to redevelop for housing purposes and that Mr. Panteleakis has a proven track record in housing redevelopment and was sold for $1,000 dollars through a RFP process in which Mr. Panteleakis was the most advantageous proposer and the Order passed by the following roll call vote.

ATTACHMENTS:

- Deed 92 Mill St.(DOC)

RESULT:	**ADOPTED [12 TO 0]**
MOVER:	E. Henry Twiggs, Ward 4 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton
ABSENT:	Kateri B. Walsh

30. Order (ID # 2845)

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of NS Queen St. (10005-0003) and NS Walnut St. (11952-0170) to Juan M. Cotto and Carmen I. Cotto

COMMENTS - Current Meeting:

Read and an explanation was given by Amber Gould from the Office of Housing and Melvyn Altman, Associate City Solicitor that the property (NS Queen Street and NS Walnut Street) was being transferred to Juan M. Cotto and Carmen I. Cotto as abutter land for a for a garden and parking and was sold for $594.20 and the Order passed by the following roll call vote.

ATTACHMENTS:

- Deed Queen/Walnut (DOC)

RESULT:	**ADOPTED [12 TO 0]**
MOVER:	Melvin A. Edwards, Ward 3 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton
ABSENT:	Kateri B. Walsh

V. Suspension of the Rules - NONE

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2843

October Revenue Vs. Expenditure Report (Mayor Sarno)

RESULT:	**RECEIVE REPORT**

Attachment: October Revenue Vs. Expenditure Report (2843 : October Revenue Vs. Expenditure Report)

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

For the period ended
10/31/14

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	$ 174,280,896	$ 73,924,693	$ (100,356,203)	42%
Real Estate & Personal Property Taxes - Tax Liens	-	805,107	805,107	0%
Motor Vehicle Excise	8,800,000	1,287,803	(7,512,197)	15%
Penalties, interest and other taxes	4,984,500	1,379,531	(3,604,969)	28%
Charges for Services	14,774,922	3,717,233	(11,057,689)	25%
Intergovernmental	345,803,578	114,042,264	(231,761,314)	33%
MSBA Payments	14,794,410	-	(14,794,410)	0%
Licenses and Permits	6,009,143	1,565,763	(4,443,380)	26%
Fines and Forfeits	316,300	149,943	(166,357)	47%
Interest earned on Investments	1,196,859	139,150	(1,057,709)	12%
Miscellaneous	8,106,100	134,155	(7,971,945)	2%
FY 2014 Net School Spending Shortfall (a.)	17,325,818	17,325,818	-	100%
Stabilization Reserves	3,856,130	3,856,130	-	100%
Other Financing Sources	-	-	-	0%
Total Revenues and Other Sources	600,248,656	218,327,589	(381,921,067)	36%
Expenditures and Other Uses:				
General government	20,647,964	9,660,847	10,987,116	47%
Public safety				
Police	40,388,209	12,402,523	27,985,686	31%
Fire	20,293,920	6,334,276	13,959,644	31%
Centralized Dispatch	1,676,719	533,784	1,142,935	32%
Other	3,430,409	1,476,550	1,953,859	43%
Health and Welfare	4,963,005	1,588,719	3,374,286	32%
Public works	10,147,086	5,735,169	4,411,917	57%
Education	386,737,078	117,369,440	269,367,638	30%
Culture and recreation	12,424,780	5,860,046	6,564,734	47%
Pension and fringe	53,177,581	35,040,463	18,137,118	66%
State and district assessments	3,288,772	1,063,035	2,225,737	32%
Debt Service	38,090,246	30,394,933	7,695,313	80%
Pay as you go Capital	892,052	191,696	700,356	21%
Other Financing Use - Trash Enterprise Supplement	4,090,834	4,090,834	-	100%
Total Expenditures and Other Uses	600,248,656	231,742,317	368,506,339	39%
Excess (deficiency) of revenues and other sources over expenditures and other uses	$ -	$ (13,414,728)	$ (13,414,728)	

(a.) The FY 2014 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
10/31/14

Expenditures and Other Uses:	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	19,817,650	830,314	20,647,964	7,401,199	2,259,648	10,987,116	47%
Public safety							
Police	40,386,314	1,895	40,388,209	11,744,778	657,745	27,985,686	31%
Fire	20,293,920	-	20,293,920	6,052,090	282,186	13,959,644	31%
Centralized Dispatch	1,676,719	-	1,676,719	532,626	1,159	1,142,935	32%
Other	3,430,409	-	3,430,409	1,141,449	335,101	1,953,859	43%
Health and Welfare	4,933,005	30,000	4,963,005	1,558,723	29,997	3,374,286	32%
Public works	10,115,556	31,530	10,147,086	5,259,067	476,102	4,411,917	57%
Education	369,413,118	17,323,960	386,737,078	87,780,714	29,588,726	269,367,638	30%
Culture and recreation	12,376,041	48,739	12,424,780	4,673,633	1,186,414	6,564,734	47%
Pension and fringe	53,177,581	-	53,177,581	35,700,463	(660,000)	18,137,118	66%
State and district assessments	3,288,772	-	3,288,772	1,063,035	-	2,225,737	32%
Debt Service	38,090,246	-	38,090,246	30,394,933	-	7,695,313	80%
Pay as you go Capital	892,052	-	892,052	27,660	164,036	700,356	21%
Other Financing Use - Trash Enterprise Supplement	4,031,454	59,380	4,090,834	4,090,834	-	-	100%
Total Expenditures and Other Uses	581,922,838	18,325,818	600,248,656	197,421,204	34,321,113	368,506,339	39%

Attachment: October Revenue Vs. Expenditure Report (2843 : October Revenue Vs. Expenditure Report)

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2821

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

Hall of Fame Ave.

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on November 17, 2014

_____

City Clerk

We hereby certify that on October 15, 2014, at 5:00 PM, at At #720 Hall of Fame Ave. a public hearing was held on the petition of the COMCAST for permission to complete the above mentioned request.

_____

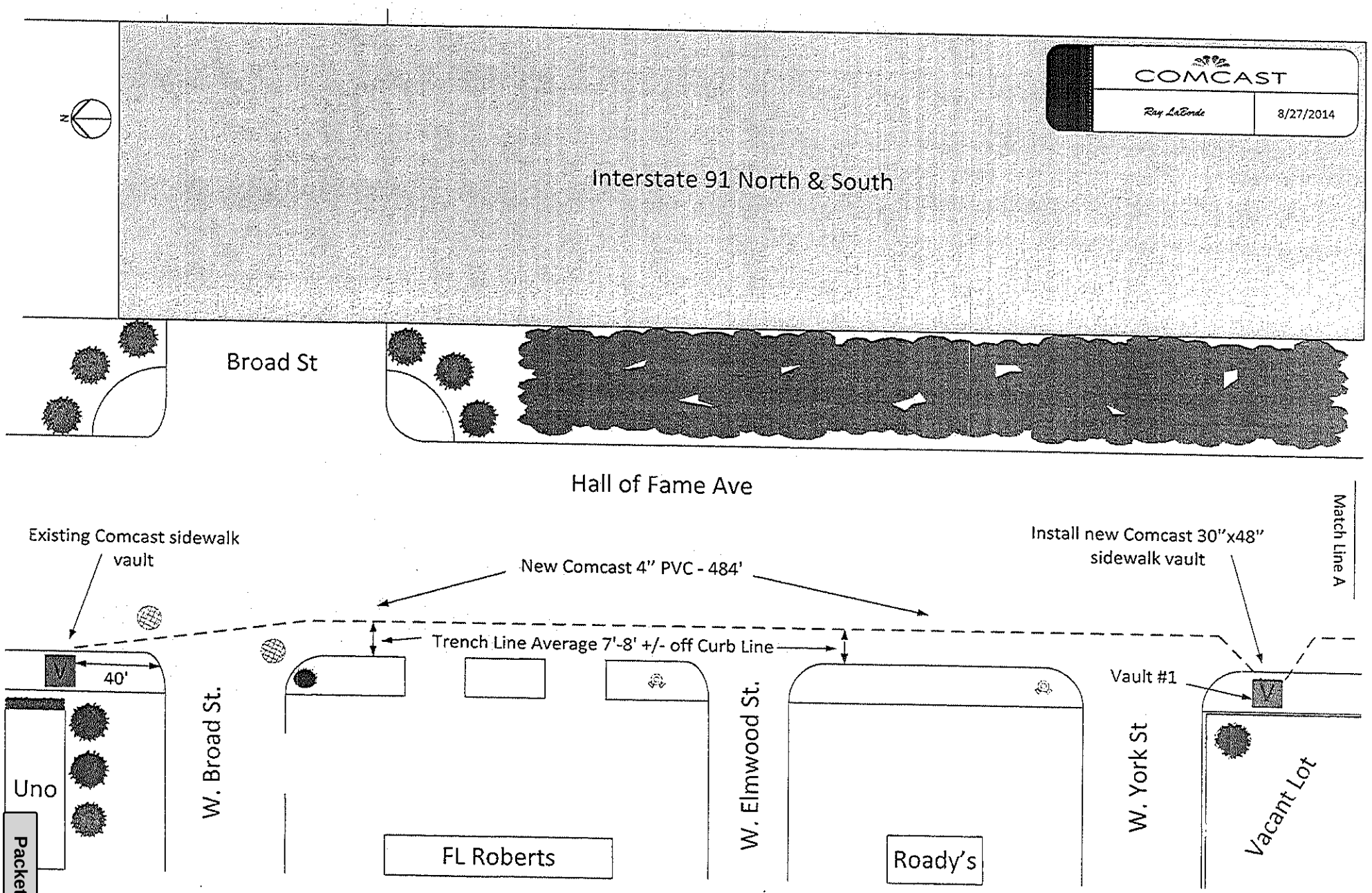
City Clerk

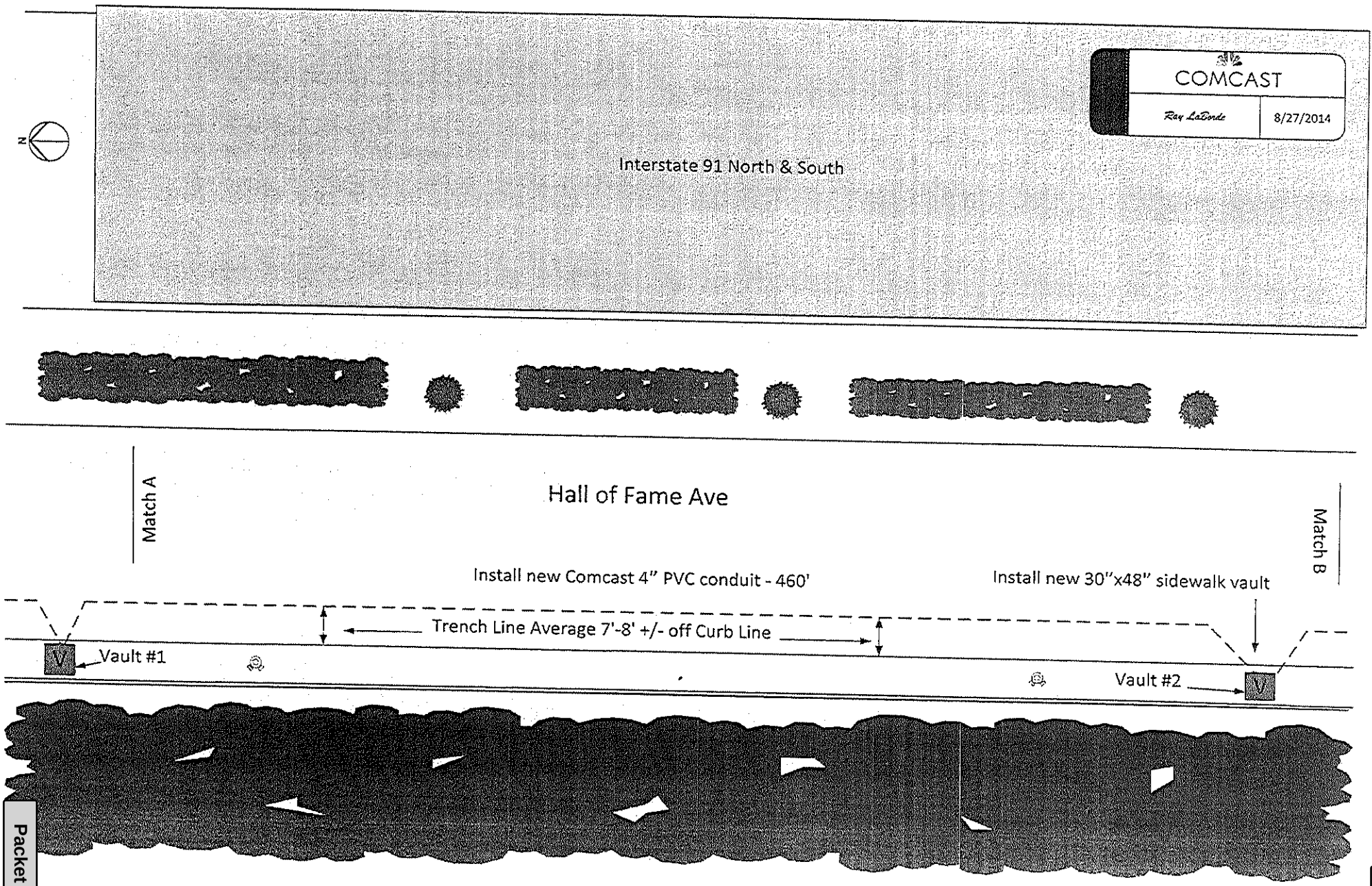
I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the November 17, 2014, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

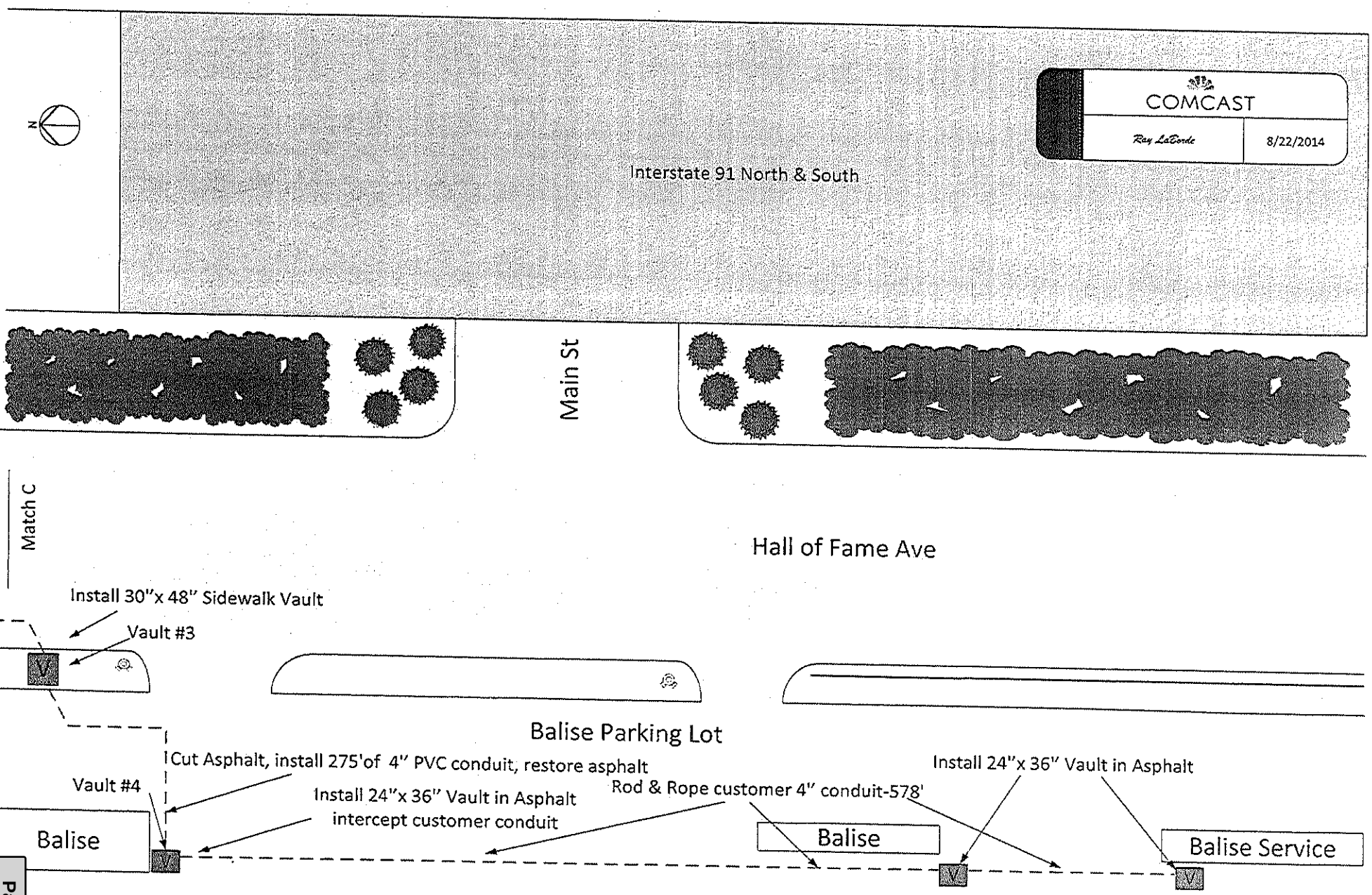
Attest:

_____

City Clerk


COMCAST
Ray LaBorde
8/27/2014
N
Interstate 91 North & South
Broad St
Hall of Fame Ave
Existing Comcast sidewalk vault
New Comcast 4" PVC - 484'
Install new Comcast 30"x48" sidewalk vault
Match Line A
Trench Line Average 7'-8' +/- off Curb Line
40'
Vault #1
Uno
W. Broad St.
W. Elmwood St.
W. York St
FL Roberts
Roady's
Vacant Lot


COMCAST
Ray LaBonde
8/27/2014
N
Interstate 91 North & South
Match A
Hall of Fame Ave
Match B
Install new Comcast 4" PVC conduit - 460'
Install new 30"x48" sidewalk vault
Trench Line Average 7'-8' +/- off Curb Line
Vault #1
Vault #2


COMCAST
Ray LaBonde
8/22/2014
Interstate 91 North & South
Main St
Match C
Hall of Fame Ave
Install 30"x 48" Sidewalk Vault
Vault #3
Balise Parking Lot
Cut Asphalt, install 275'of 4" PVC conduit, restore asphalt
Vault #4
Install 24"x 36" Vault in Asphalt
intercept customer conduit
Rod & Rope customer 4" conduit-578'
Install 24"x 36" Vault in Asphalt
Balise
Balise
Balise Service

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2822

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

William Street

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on November 17, 2014

_____

City Clerk

We hereby certify that on October 15, 2014, at 5:30 PM, at Lot Opposite #122 William Street a public hearing was held on the petition of the COMCAST for permission to complete the above mentioned request.

_____

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the November 17, 2014, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

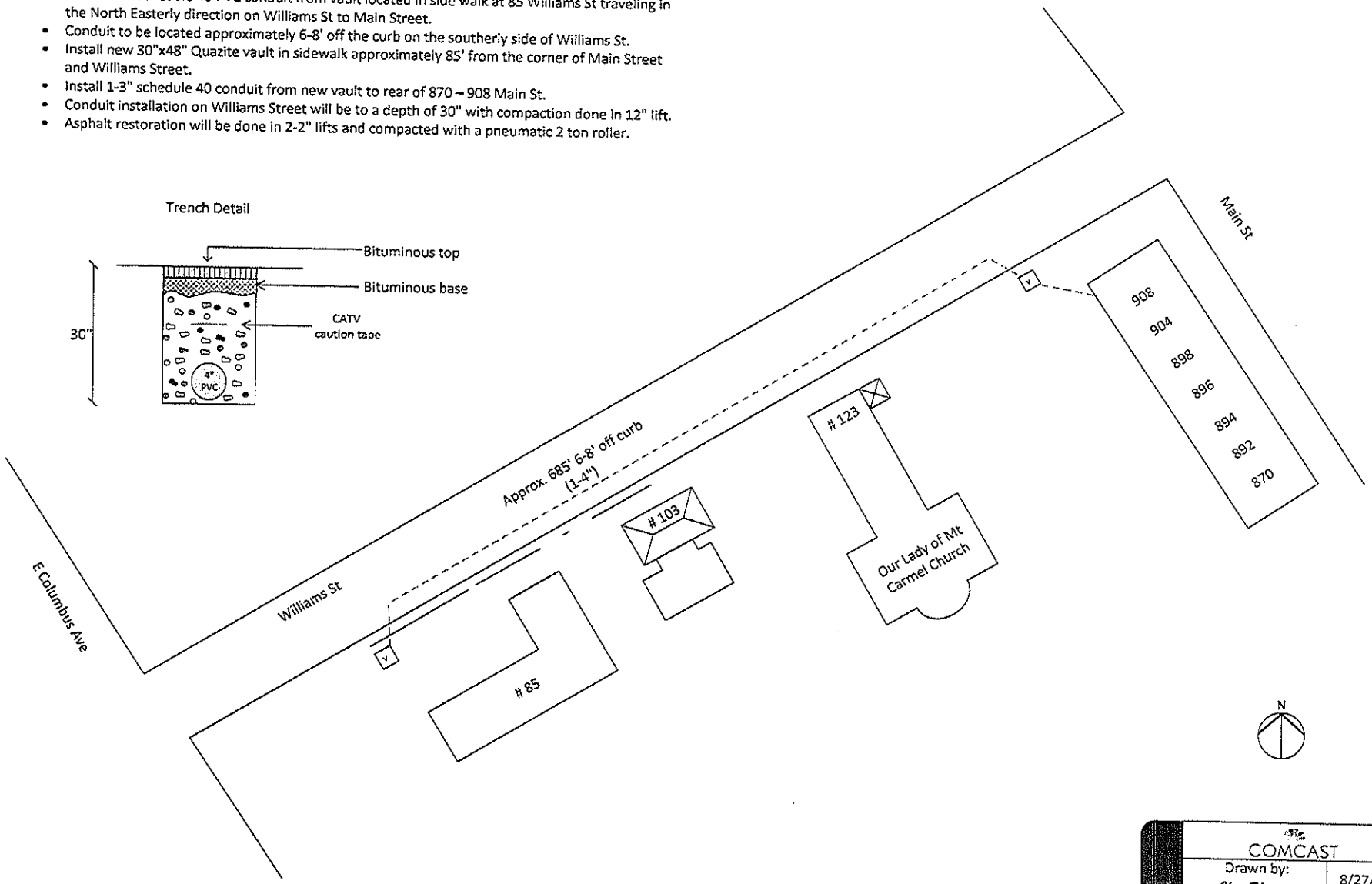
_____

City Clerk

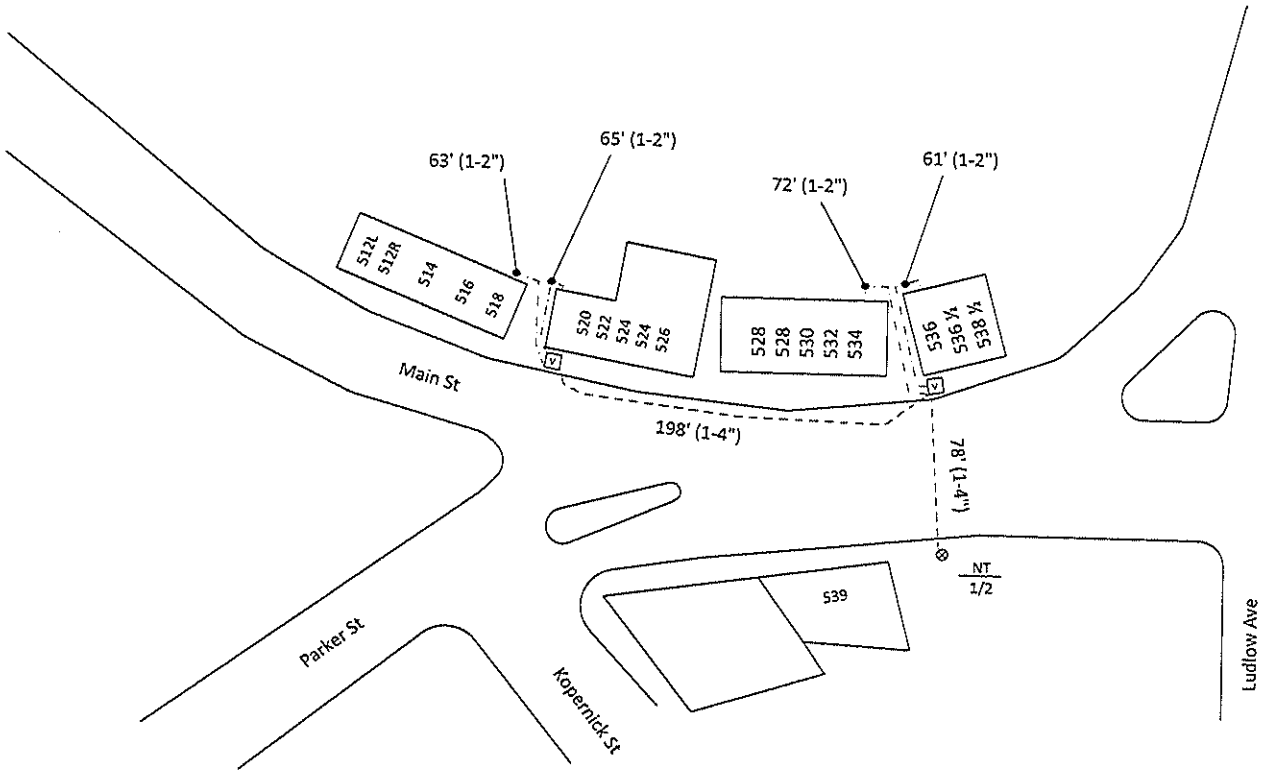
Construction Notes

- Install 1-4" schedule 40 PVC conduit from vault located in side walk at 85 Williams St traveling in the North Easterly direction on Williams St to Main Street.
- Conduit to be located approximately 6-8' off the curb on the southerly side of Williams St.
- Install new 30"x48" Quazite vault in sidewalk approximately 85' from the corner of Main Street and Williams Street.
- Install 1-3" schedule 40 conduit from new vault to rear of 870 – 908 Main St.
- Conduit installation on Williams Street will be to a depth of 30" with compaction done in 12" lift.
- Asphalt restoration will be done in 2-2" lifts and compacted with a pneumatic 2 ton roller.

Trench Detail



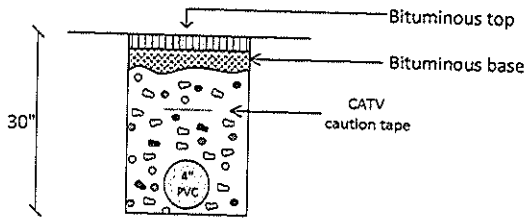
COMCAST
Drawn by: Chris Thompson
8/27/2014



Construction Details

- Install 1-4" schedule 40 PVC conduit from telephone pole ½ located to the left of 539 Main St.,across Main St in the northerly direction to the front of 536 Main St.
- Install new 30"x 48" Quazite vault to be located in sidewalk in front of 536 Main St.
- Install new 4" schedule 40 conduit from new vault in front of 536 Main St. in the westerly direction to the front of 520 Main St. Conduit to be located approximately 5-6' off the southerly side of the curb.
- Install new 30"x48" Quazite Vault to be located in sidewalk in front of 520 Main St.
- Conduit installation will be determined on present utility locations located in roadway.
- Asphalt trench restoration will be done in accordance with City of Springfield DPW.

Trench Detail



COMCAST
Drawn by: Chris Thompson
8/28/2014

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2825

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

Sherrman Street

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on November 17, 2014

_____
City Clerk

We hereby certify that on October 22, 2014, at 5:30 PM, at In Front of #44 Sherman Street a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY for permission to complete the above mentioned request.

_____
City Clerk

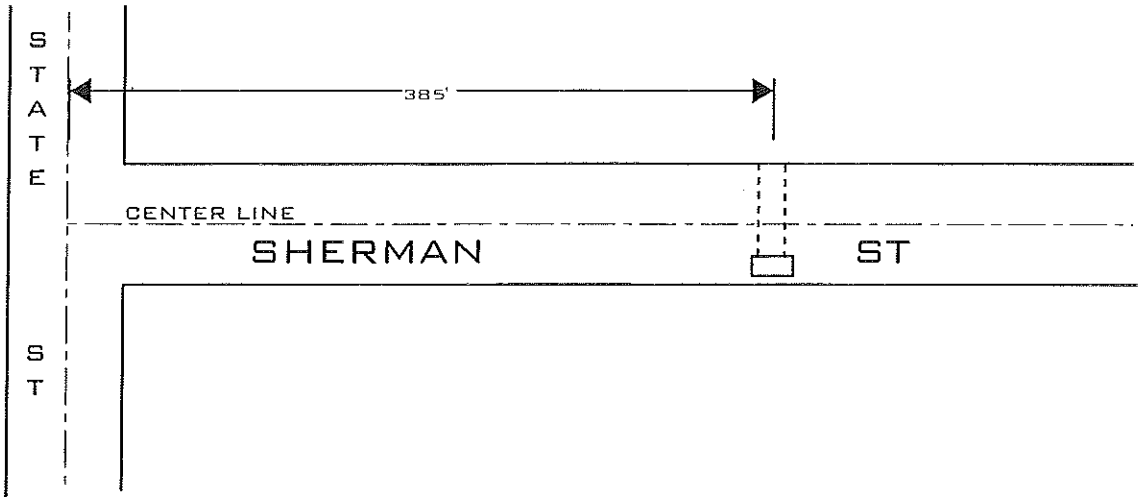
I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the November 17, 2014, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

_____
City Clerk

WESTERN MASSACHUSETTS ELECTRIC COMPANY

CITY: SPRINGFIELD	STREET: 44 SHERMAN STREET



NORTH INDICATED BY ARROW

PURPOSE AND DESCRIPTION:

INSTALL ROAD CROSSING TO FEED NEW TRANSFORMER PAD ON OPPOSITE SIDE OF THE STREET. PROPOSED ROAD CROSSING TO HAVE (4) 4" CONCRETE ENCASED CONDUITS INSTALLED 2 OVER 2.

LEGEND

- PROPOSED JOINT POLE
- PROPOSED W.M.E.CO POLE
- EXISTING JOINT POLE
- EXISTING W.M.E.CO POLE
- EXISTING FOREIGN POLE TO BE MADE JOINT
- EXISTING W.M.E.CO POLE TO BE MADE JOINT
- HEXHOLE
- HANDHOLE
- MANHOLE
- PAD MONT TRANSFORMER
- U.G. CONDUIT
- P — U.G. PRIMARY CABLE
- S — U.G. SECONDARY CABLE

DRAWN BY: MICHAEL WILSON	W.O.#:6S421773 W.R.#:2343410	PETITION #: 6202	DISTANCES ARE APPROXIMATE NOT TO SCALE

Attachment: WMECO - SHERMAN ST DRAWING 6202 (2825 : Sherrman Street)

CITY OF SPRINGFIELD

CITY CLERK'S OFFICE

October 8, 2014

Notice is hereby given that the Board of Public Works will give a hearing in front of #44 Sherman Street on **Wednesday, October 22, 2014 at 5:30 P.M.** to all parties interested in the petition of Western Massachusetts Electric Company to install (4) 4" road crossing conduits to feed new transformer pad.

By Order of the City Council

Wayman Lee, Esquire

City Clerk

FOR INFORMATION CALL:

BOARD OF PUBLIC WORKS
70 TAPLEY STREET
SPRINGFIELD, MA 01104
413-784-4891

Attachment: abutter notice for wmeco 10-22-14 (530pm) (2825 : Sherrman Street)

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2826

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

Magazine Street

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on November 17, 2014

_____

City Clerk

We hereby certify that on October 22, 2014, at 5:00 PM, at In Front of #138 Magazine Street a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY for permission to complete the above mentioned request.

_____

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the November 17, 2014, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

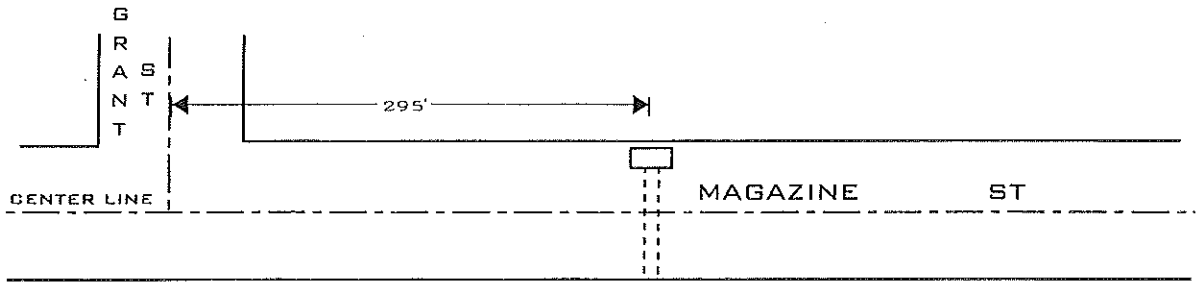
Attest:

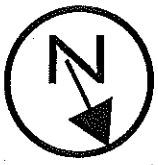
_____

City Clerk

WESTERN MASSACHUSETTS ELECTRIC COMPANY

CITY: SPRINGFIELD	STREET: 115 MAGAZINE ST





PURPOSE AND DESCRIPTION:

INSTALL ROAD CROSSING TO FEED NEW TRANSFORMER PAD ON OPPOSITE SIDE OF THE STREET. PROPOSED ROAD CROSSING TO HAVE (4) 4" CONCRETE ENCASED CONDUITS INSTALLED 2 OVER 2.

LEGEND

- PROPOSED JOINT POLE
- PROPOSED W.M.E.CO POLE
- EXISTING JOINT POLE
- EXISTING W.M.E.CO POLE
- EXISTING FOREIGN POLE TO BE MADE JOINT
- EXISTING W.M.E.CO POLE TO BE MADE JOINT
- HEXHOLE
- HANDHOLE
- MANHOLE / VAULT
- PAD MONT TRANSFORMER
- U.G. CONDUIT
- ——P—— U.G. PRIMARY CABLE
- ——S—— U.G. SECONDARY CABLE

DRAWN BY: MICHAEL WILSON PHONE: 413-787-9490	W.O.#: 6S421795 W.R.#: 2347737	PETITION #: 16203	DISTANCES ARE APPROXIMATE NOT TO SCALE

Attachment: WMECO - MAGAZINE ST DRAWING 6203 (2826 : Magazine Street)

CITY OF SPRINGFIELD

CITY CLERK'S OFFICE

October 8, 2014

Notice is hereby given that the Board of Public Works will give a hearing in front of #138 Magazine Street on **Wednesday, October 22, 2014 at 5:00 P.M.** to all parties interested in the petition of Western Massachusetts Electric Company to install (4) 4" road crossing conduits to feed new transformer pad.

By Order of the City Council

Wayman Lee, Esquire

City Clerk

FOR INFORMATION CALL:

BOARD OF PUBLIC WORKS
70 TAPLEY STREET
SPRINGFIELD, MA 01104
413-784-4891

Attachment: abutter notice for wmeco 10-22-14 (500pm) (2826 : Magazine Street)

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2838

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

East Fisk Avenue

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on November 17, 2014

_____

City Clerk

We hereby certify that on October 20, 2014, at 5:00 PM, at Corner of East Fisk Avenue and Abbe Avenue a public hearing was held on the petition of the COMCAST for permission to complete the above mentioned request.

_____

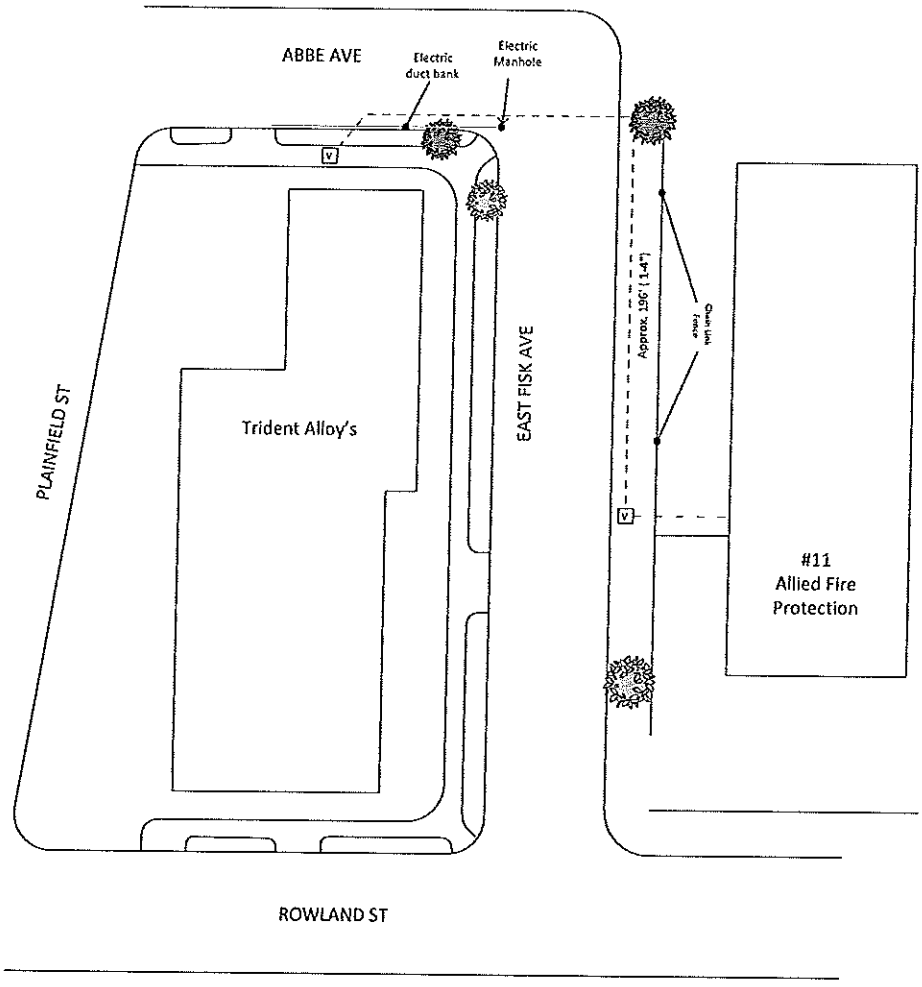
City Clerk

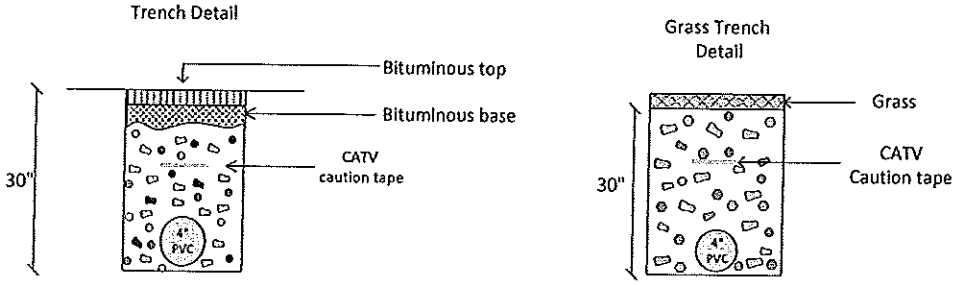
I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the November 17, 2014, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

_____

City Clerk





Construction Notes

- Install 1-4" Schedule 40 approximately 196' from vault located in front of 181 Abbe Ave to front of 11 E. Fisk Ave.
- Conduit from vault will be located in street on Abbe Ave approximately 4' from edge of curb heading in the easterly direction to E. Fisk to tree belt.
- Conduit will then travel southerly approximately 3-4' behind curb in tree belt to front of 11 E. Fisk Ave.
- Install new 30"x48" Quazite Vault in tree belt approximately 3'-4' behind curb.
- Install 1-2" schedule 40 PVC conduit approximately 40; from vault to bldg. through grass.

COMCAST
Drawn By: Chris Thompson
8/28/20

Attachment: Comcast Drawing 8-28-2014 East Fisk Ave (2838 : East Fisk Avenue)

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2839

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

Main Street I/O

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on November 17, 2014

_____
City Clerk

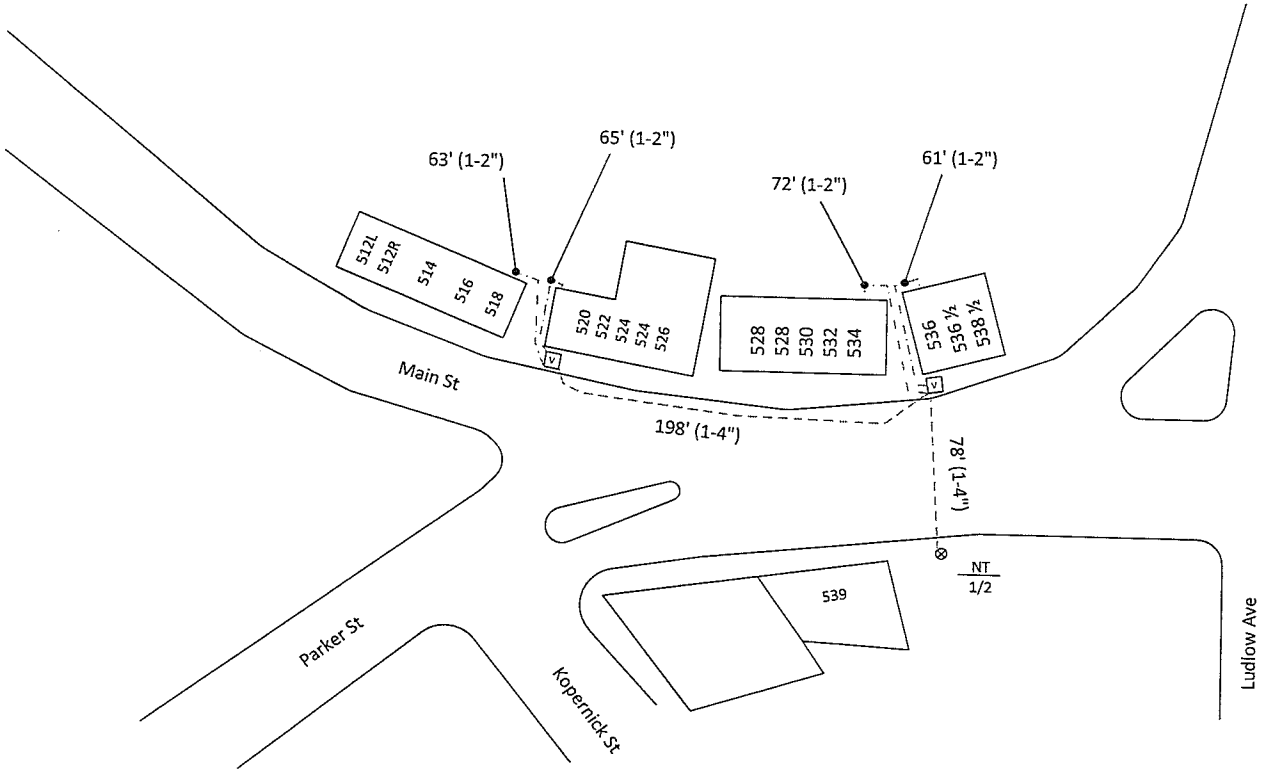
We hereby certify that on October 20, 2014, at 5:45 PM, at #539 Main Street I/O a public hearing was held on the petition of the COMCAST for permission to complete the above mentioned request.

_____
City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the November 17, 2014, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

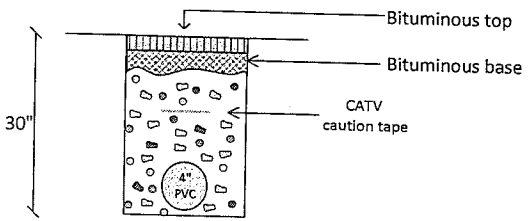
_____
City Clerk



Construction Details

- Install 1-4" schedule 40 PVC conduit from telephone pole ½ located to the left of 539 Main St.,across Main St in the northerly direction to the front of 536 Main St.
- Install new 30"x 48" Quazite vault to be located in sidewalk in front of 536 Main St.
- Install new 4" schedule 40 conduit from new vault in front of 536 Main St. in the westerly direction to the front of 520 Main St. Conduit to be located approximately 5-6' off the southerly side of the curb.
- Install new 30"x48" Quazite Vault to be located in sidewalk in front of 520 Main St.
- Conduit installation will be determined on present utility locations located in roadway.
- Asphalt trench restoration will be done in accordance with City of Springfield DPW.

Trench Detail



COMCAST

Drawn by: Chris Thompson

8/28/2014

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2840

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

That the FIBER TECHNOLOGIES NETWORKS, L.L.C., be and it is hereby granted a location for and permission to
<<Insert proper utility template>>

Memorial Drive

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on November 17, 2014

_____

City Clerk

We hereby certify that on October 27, 2014, at 5:00 PM, at Corner of Roosevelt Ave. and Memorial Dr. a public hearing was held on the petition of the FIBER TECHNOLOGIES NETWORKS, L.L.C. for permission to complete the above mentioned request.

_____

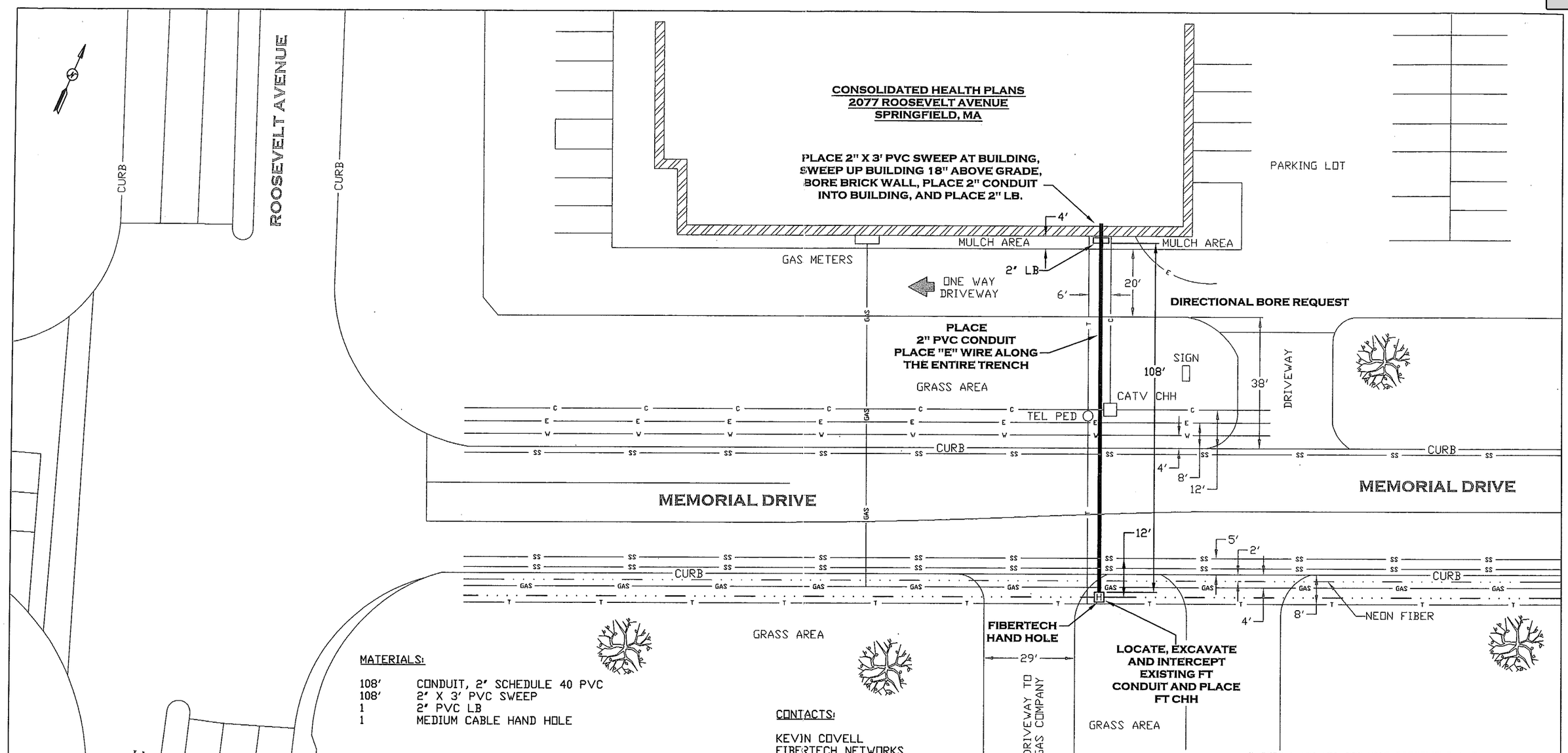
City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the November 17, 2014, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

_____

City Clerk



P-8787-LA104-1784823-2077_ROOSEVELT_AVE

MATERIALS:

108'	CONDUIT, 2' SCHEDULE 40 PVC
108'	2' X 3' PVC SWEEP
1	2' PVC LB
1	MEDIUM CABLE HAND HOLE

EXCAVATE, BACKFILL, AND RESTORE AS REQUIRED TO:

1 - PLACE 1-2' PVC CONDUIT FROM FIBERTECH CABLE HAND HOLE ON MEMORIAL AVENUE, TO BUILDING 2077 ROOSEVELT AVENUE, SPRINGFIELD, MA.

2 - PLACE 2' X 3' PVC SWEEP AT BUILDING, SWEEP UP BUILDING 18", BORE BRICK WALL, PLACE 2' CONDUIT INTO BUILDING AND PLACE 2' LB.

3 - PLACE 14 GA 'E' WIRE ALONG ENTIRE TRENCH.

4 - LOCATE, EXCAVATE, AND INTERCEPT EXISTING FIBERTECH CONDUIT AND PLACE FIBERTECH CABLE HAND HOLE.

CONTACTS:

KEVIN COVELL
FIBERTECH NETWORKS
PROJECT MANAGER
OFFICE: (860) 742-4193
CELL: (860) 597-2972
EMAIL: KCOVELL@FIBERTECH.COM

EXACT LOCATION OF ALL UNDERGROUND UTILITIES TO BE DETERMINED PRIOR TO OR AT TIME OF CONSTRUCTION CALL "BEFORE YOU DIG" - 1-800-922-4455

*ALL DISTURBED AREAS WILL BE RESTORED TO LIKE OR BETTER CONDITIONS PER CITY SPECIFICATIONS BY THE CONTRACTOR.
*AS-BUILT IS REQUIRED WHEN WORK IS FINISHED AND TO BE SUBMITTED WITH BILLING.
*CONTRACTOR IS RESPONSIBLE TO CALL: "CALL BEFORE YOU DIG" : 1-800-922-4455

FIBERTECH NETWORKS, LLC
300 Meridian Centre
Rochester, NY 14618
Office: (866) 697-5100 Toll-Free
Fax: (585) 242-9807
www.fibertech.com

TITLE: PERMIT TO: CITY OF SPRINGFIELD
UG DESIGN @ 2077 ROOSEVELT AVENUE

STATE:	COUNTY:	CITY/TOWN/VILLAGE:	SEGMENTS:
MA	HAMPDEN	SPRINGFIELD	LA104

SCALE:	DRAWN BY:	DATE:	REVISIONS	
1"=30'	IT	9-17-14	DATE	BY
DRAWING NO: 1 OF 2	FIBER RING: SPRINGFIELD	CAD FILE: P-8787-LA104-1784823-2077_ROOSEVELT_AVE		
JOB NO: 14-8787	PROJECT MGR: KEVIN COVELL	CONST. PRINT: 1784823		

Attachment: Memorial Dr. Fibertech Drawing (2840 : Memorial Drive)

CITY OF SPRINGFIELD

CITY CLERK'S OFFICE

October 10, 2014

Notice is hereby given that the Board of Public Works will give a hearing at the **corner of Roosevelt Ave. and Memorial Dr.** on **Monday, October 27, 2014 at 5:00 P.M.** to all parties interested in the petition of FIBERTECH to Install 120 feet of cables across Memorial Dr.

By Order of the City Council

Wayman Lee, Esquire

City Clerk

FOR INFORMATION CALL:

BOARD OF PUBLIC WORKS
70 TAPLEY STREET
SPRINGFIELD, MA 01104
413-784-4891

Attachment: abutter notice for FIBERTECH 10-27-14 (500pm) (2840 : Memorial Drive)

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2841

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

Main Street

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on November 17, 2014

_____

City Clerk

We hereby certify that on November 3, 2014, at 5:00 PM, at Front of #1380 Main Street a public hearing was held on the petition of the LIGHTOWER FIBER NETWORK for permission to complete the above mentioned request.

_____

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the November 17, 2014, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

_____

City Clerk

Attachment: LIGHTOWER Plan-Main St. (2841 : Main Street)

lightower
fiber networks

PROPOSED CONDUIT INSTALLATION
AT
1350 MAIN ST
IN
SPRINGFIELD, MA

INDEX OF DRAWING

SHT NO.	DESCRIPTION
KEY01	KEY MAP
01-02	PROPOSED PLAN

1"= 20 FEET

0 20 40 60 80

UNDERGROUND SERVICE ALERT
1-888-DIG-SAFE (344-7233)
CALL BEFORE YOU DIG
72 HOURS NOTICE REQUIRED

LEGEND

P/L PROPERTY LINE	PK NAIL	TRAFFIC SIGNAL	SEWER MH	MBTA MH	JOINT OWNED POLE	8" W WATER PIPE
EOP EDGE OF PAVEMENT	PARKING METER	TRAFFIC BOX	DRAIN MH	MONITORING WELL	SOLE OWNED ELEC POLE	8" S SEWER PIPE
PROPOSED HAND HOLE	DOBLE PARKING METER	RCN MH	CATCH BASIN	HYDRANT	SOLE OWNED TEL POLE	8" D DRAIN PIPE
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AS-BUILT CONDUIT	HANDHOLE	UNKNOW GATE	STEAM MH	WATER MH	TRANSFORMER	8" CATV CATV PIPE
	STUMP	TREE	CABLE MH	WATER METER	SIGN POLE	8" G GAS PIPE
		BUSH				8" STEAM STEAM PIPE

DATE	APPOVED	REVISION

NOTE:
THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN BY APPROXIMATE WAY ONLY. THEY HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THEIR REPRESENTATIVE. THE CONTRACTOR WILL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR WILL BE FULLY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE ALL UNDERGROUND UTILITIES. CONTRACTOR BE WARE THAT THE LOCATION OF UNDERGROUND STRUCTURES SHOWN ARE NOT GUARANTEED TO BE ACCURATE.

TITLE: **KEY MAP**

JOB LOCATION:
1350 MAIN ST
SPRINGFIELD, MA

PREPARED FOR:
lightower fiber networks

DRAWN BY:	SR
CHECKED BY:	TF
APPROVED:	TF
SCALE:	1" = 20'
DATE:	AUGUST, 2014
SHEET:	KEY01

GENERAL NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN BY AN APPROXIMATE WAY ONLY. THEY HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THEIR REPRESENTATIVE. THE CONTRACTOR WILL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR WILL BE FULLY RESPONSIBLE FOR ALL DAMAGES WHICH MGHIT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE ALL UNDERGROUND UTILITIES.

2. IF AN EXISTING UTILITY IS FOUND TO HAVE CAUSED A CONFLICT WITH THE PROPOSED WORK, AS IN THE LOCATION, ELEVATION AND SIZE OF THE UTILITY, IT SHOULD BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR. THE INFORMATION SHOULD THEN BE FORWARDED TO THE ENGINEER TO RESOLVE THE CONFLICT.

3. THE CONTRACTOR SHOULD MAINTAIN A SEPARATION OF 18 INCHES MIN. WHEN CROSSING EXISTING WATER FACILITIES.

4. THE CONTRACTOR WILL MAKE ALL OF THE ARRANGEMENTS FOR THE ADJUSTMENT OF ALL UTILITIES, PRIVATE AND PUBLIC.

5. THE CONTRACTOR SHOULD NOT DISTURB PUBLIC TREES AND SHRUBS.

6. AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS WILL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT NO EXPENSE TO THE OWNER.

7. THE CONTRACTOR WILL BE RESPONSIBLE FOR PLACING AND MAINTAINING TEMPORARY RESURFACING OR PLATING FOR ALL EXCAVATIONS ON PAVED STREETS AND SIDEWALKS UNTIL PERMANENT RESURFACING IS COMPLETE.

8. JOINTS BETWEEN NEW BITUMINOUS CONCRETE ROADWAY PAVEMENT AND SAW CUT EXISTING PAVEMENT SHOULD BE SEALED WITH BITUMEN AND PROPERLY BACK SANDED.

9. THE CONTRACTOR SHOULD PROTECT AND SUPPORT ALL EXISTING UTILITY LINES THAT BECOME EXPOSED DUE TO EXCAVATION.

10. THE CONTRACTOR WILL REPLACE ALL DISTURBED TRAFFIC SIGNAL LOOP DETECTORS TO A PROPER WORKING CONDITION AS REQUIRED BY THE MOST RECENT STANDARDS OF THE MUNICIPAL TRAFFIC DEPARTMENT.

11. ALL EXISTING STATE, COUNTY, CITY, TOWN LOCATION, AND PRIVATE PROPERTY LINES HAVE BEEN USED FROM AVAILABLE INFORMATION. THEIR EXACT LOCATIONS ARE NOT GUARANTEED.

12. THE CONTRACTOR WILL REPLACE ALL PAVEMENT MARKINGS IN THEIR ENTIRETY THAT HAS BEEN DAMAGED BY TRENCH EXCAVATION OR OPERATIONS USING SIMILAR COLOR AND SIZE THERMOPLASTIC MARKINGS.

DUCT BANK INSTALLATION DETAIL

N.T.S.

ROADWAY PATCH AND DUCT BANK INSTALLATION DETAIL

N.T.S.

TRENCH DETAIL NOTES:

1. 24" MAXIMUM FROM TOP OF CONDUIT TO SURFACE.
2. 12" FROM TOP OF CONDUIT TO METALLIC WARNING TAPE PLACED ABOVE.
3. REPAIR SIDEWALKS AND WALKWAYS WITH SAME MATERIALS AS EXISTING.

1"= 20 FEET

0 20 40 60 80

UNDERGROUND SERVICE ALERT
1-888-DIG-SAFE (344-7233)
CALL BEFORE YOU DIG
72 HOURS NOTICE REQUIRED

LEGEND

- P/L — PROPERTY LINE
- EOP — EDGE OF PAVEMENT
- PROPOSED HAND HOLE
- PROPOSED MANHOLE
- PROPOSED CONDUIT
- AS-BUILT CONDUIT
- PK NAIL
- PARKING METER
- DOBLE PARKING METER
- HANDICAP RAMP
- STONE BOUND
- HANDHOLE
- STUMP
- TRAFFIC SIGNAL
- TRAFFIC BOX
- RCN MH
- UNKNOW MH
- GAS GATE
- UNKNOW GATE
- TREE
- BUSH
- SEWER MH
- DRAIN MH
- CATCH BASIN
- INLET CATCH BASIN
- TELEPHONE MH
- STEAM MH
- CABLE MH
- MBTA MH
- MONITORING WELL
- HYDRANT
- WATER VALVE
- WATER GATE
- WATER MH
- WATER METER
- JOINT OWNED POLE
- SOLE OWNED ELEC POLE
- SOLE OWNED TEL POLE
- LIGHT POLE
- ELETRIC MH
- TRANSFORMER
- SIGN POLE
- 8" W — WATER PIPE
- 8" S — SEWER PIPE
- 8" D — DRAIN PIPE
- 8" T — TELEPHONE PIPE
- 8" E — ELECTRIC PIPE
- 8" CATV — CATV PIPE
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- 8" STEAM — STEAM PIPE

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DATE	APPOVED	REVISION

TITLE: **PROPOSED PLAN**

JOB LOCATION: **1350 MAIN ST** SPRINGFIELD, MA

PREPARED FOR: lightower fiber networks

DRAWN BY:	SR
CHECKED BY:	TF
APPROVED:	TF
SCALE:	1" = 20'
DATE:	AUGUST, 2014
SHEET:	1 OF 2

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LEGEND

P/L PROPERTY LINE	PK NAIL	TRAFFIC SIGNAL	SEWER MH	MBTA MH	JOINT OWNED POLE	8" W WATER PIPE
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DATE	APPROVED	REVISION

TITLE: **PROPOSED PLAN**

JOB LOCATION: 1350 MAIN ST SPRINGFIELD, MA

PREPARED FOR: lightower fiber networks

DRAWN BY:	SR
CHECKED BY:	TF
APPROVED:	TF
SCALE:	1" = 20'
DATE:	AUGUST, 2014
SHEET:	2 OF 2

CITY OF SPRINGFIELD

CITY CLERK'S OFFICE

October 20, 2014

Notice is hereby given that the Board of Public Works will give a hearing in front of #1380 Main Street on **Monday, November 03, 2014 at 5:00 P.M.** to all parties interested in the petition of Lightower Fiber Network to install 502 feet of (1) PVC 4 inch conduits concreted encased.

By Order of the City Council

Wayman Lee, Esquire

City Clerk

FOR INFORMATION CALL:

BOARD OF PUBLIC WORKS
70 TAPLEY STREET
SPRINGFIELD, MA 01104
413-784-4891

Attachment: abutter notice for lightower 11-03-14 (2841 : Main Street)

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2842

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

Sherman Avenue

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on November 17, 2014

_____

City Clerk

We hereby certify that on October 22, 2014, at 5:30 PM, at #44 Sherman Ave. a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY for permission to complete the above mentioned request.

_____

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the November 17, 2014, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

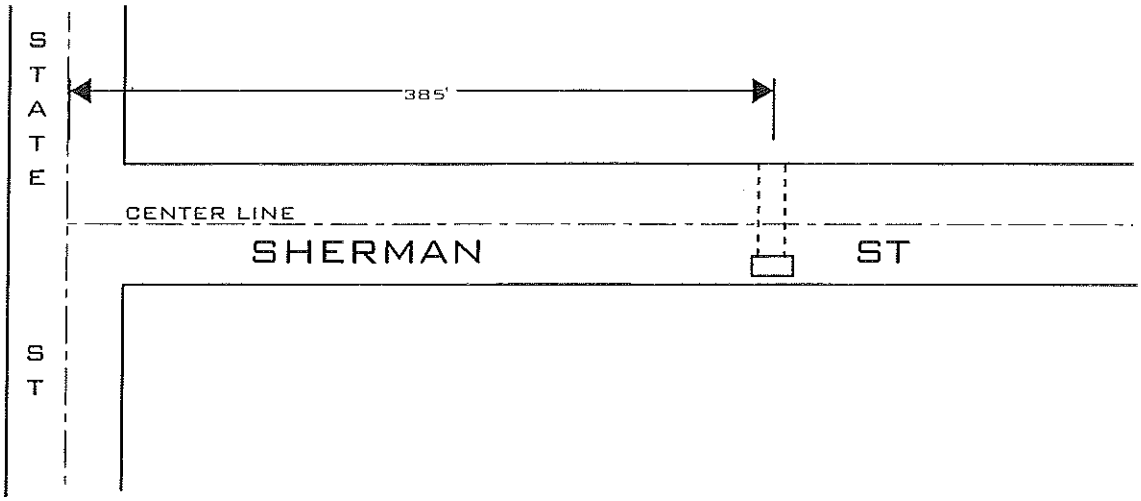
Attest:

_____

City Clerk

WESTERN MASSACHUSETTS ELECTRIC COMPANY

CITY: SPRINGFIELD	STREET: 44 SHERMAN STREET



NORTH INDICATED BY ARROW

PURPOSE AND DESCRIPTION:

INSTALL ROAD CROSSING TO FEED NEW TRANSFORMER PAD ON OPPOSITE SIDE OF THE STREET. PROPOSED ROAD CROSSING TO HAVE (4) 4" CONCRETE ENCASED CONDUITS INSTALLED 2 OVER 2.

LEGEND

- PROPOSED JOINT POLE
- PROPOSED W.M.E.CO POLE
- EXISTING JOINT POLE
- EXISTING W.M.E.CO POLE
- EXISTING FOREIGN POLE TO BE MADE JOINT
- EXISTING W.M.E.CO POLE TO BE MADE JOINT
- HEXHOLE
- HANDHOLE
- MANHOLE
- PAD MONT TRANSFORMER
- U.G. CONDUIT
- P — U.G. PRIMARY CABLE
- S — U.G. SECONDARY CABLE

DRAWN BY: MICHAEL WILSON	W.O.#:6S421773 W.R.#:2343410	PETITION #: 6202	DISTANCES ARE APPROXIMATE NOT TO SCALE

Attachment: WMECO - SHERMAN ST DRAWING 6202 (2842 : Sherman Avenue)

CITY OF SPRINGFIELD

CITY CLERK'S OFFICE

October 8, 2014

Notice is hereby given that the Board of Public Works will give a hearing in front of #44 Sherman Street on **Wednesday, October 22, 2014 at 5:30 P.M.** to all parties interested in the petition of Western Massachusetts Electric Company to install (4) 4" road crossing conduits to feed new transformer pad.

By Order of the City Council

Wayman Lee, Esquire

City Clerk

FOR INFORMATION CALL:

BOARD OF PUBLIC WORKS
70 TAPLEY STREET
SPRINGFIELD, MA 01104
413-784-4891

Attachment: abutter notice for wmeco 10-22-14 (530pm) (2842 : Sherman Avenue)

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2851 A

Senior Aides Program Grant Acceptance - in Kind Match ($611,029) (Mayor Sarno)

WHEREAS, the Department of Elder Affairs ("Department") has been awarded a Senior Community Service Employment Grant of $611,029.00 from Senior Service America, Inc. (SSAI); and

WHEREAS, the Senior Community Service Employment Program (SCSEP) offers low-income older people paid community service and training as an entry into productive work; benefiting (1) eligible people who enroll and (2) the community in which the program is located; and

WHEREAS, the Department intends to use the grant funds to enroll eligible persons during the program period, assigning them to part-time community service positions, and transition a portion of such persons to unsubsidized employment during the program year; and

WHEREAS, the grant will pay $611,029, and requires a match from the City of $79,272 through in kind services or expenses; and

WHEREAS, the Department of Elder Affairs 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:

Senior Aides - $611,029.00

RESULT:	**PASSED BY VOICE VOTE**

Attachment: Senior Aides (2851 : Senior Aides Program Grant Acceptance - in Kind Match ($611,029))

Senior Service America, Inc. (SSAI)

SCSEP Sponsor Agreement

July 1, 2014 - June 30, 2015

Who we are – a National Grantee for Title V of the Older Americans Act

Senior Service America, Inc. (SSAI)
8403 Colesville Road, Suite 1200
Silver Spring, Maryland 20910-3314

This agreement refers to Senior Service America, Inc. as *we* or *us*.

Who you are – a Subgrantee/Sponsor

City of Springfield Department of Elder Affairs
Good Life Center
1600 East Columbus Avenue
Springfield, MA 01103-1654

This agreement refers to City of Springfield Department of Elder Affairs as *you*.

Background

Senior Service America, Inc. has received a Senior Community Service Employment Program (SCSEP) grant from the Employment and Training Administration Division of Older Worker Programs, U.S. Department of Labor (USDOL). This grant is authorized under Title V of the Older Americans Act of 1965 as amended (CFDA No.: 17.235).

Our SCSEP Program offers low-income older people paid community service and training as an entry into productive work. The SCSEP Program is intended to benefit:

- eligible people who enroll, and
- the community in which the program is located.

To help us carry out our duties for this program, by signing this Agreement you have agreed to provide certain services and facilities described below.

Attachment: Senior Aides (2851 : Senior Aides Program Grant Acceptance - in Kind Match ($611,029))

Senior Service America, Inc. (SSAI)

The terms of this agreement

I. ***Period of this Agreement:*** July 1, 2014 to June 30, 2015.

You must fulfill your duties within this time period unless we both agree in writing to extend the deadline.

Funding for this agreement:

$611,029 Federal, that we provide.
79,272 Non-Federal, that you provide. (20 CFR 41.809)
$690,301 Total funding.

Of the Federal funds that we provide, you must spend at least $541,812 for SCSEP Participant Wages and Fringe Benefits. The maximum to be spent on Administrative Costs is $46,497, of $69,217 funds available for Administrative and Program/Other Costs. At your discretion, and in the best interests of the SCSEP Program, the balance of the Federal funds may be spent as follows:

1. on additional Participant Wages and Fringe Benefits; or
2. on Program/Other Costs (not Participant Wages and Fringe Benefits or on Administrative Costs); or
3. on a maximum of $46,497 for Administrative Costs; or,
4. on any combination of the three (3) options above.

You agree to provide the non-Federal share in the amount of $79,272 and you agree to use this amount to support the SCSEP Program. You have agreed to do this voluntarily and you acknowledge that this obligation is not a condition of entering into this subgrant.

Funding for this agreement may be changed by SSAI. SSAI may modify the budget with our Agreement Modification document. See *SSAI SCSEP Program Policy and Procedure Manual*.

What you agree to do:

According to Title 20 of the Code of Federal Regulations, Part 641, Subpart C-Grant Operations, as amended, you agree to enroll at least 108 eligible persons during the program period. You agree to assign these eligible, low-income persons 55 years of age and older into part-time community service positions at rates and hours set forth in the Older Americans Act and consistent with their assessments and individual employment plans.

Definitions

This agreement is subject to and incorporates the definitions of Title 20, *Code of Federal Regulations*, Part 641, or as amended.

Whenever *sponsor* is used, it means a subgrantee of SSAI.

Whenever participant is used, it means SCSEP participant. (The Federal government also uses the term *participants*.)

Attachment: Senior Aides (2851 : Senior Aides Program Grant Acceptance - in Kind Match ($611,029))

You are to give priority enrollment to individuals who are veterans and eligible spouses of veterans, 65 years of age or older; or have a disability; have limited English proficiency or low literacy skills; reside in a rural areas; have low employment prospects; have failed to find employment after utilizing services provided under Title I of the Workforce Investment Act; or are homeless or at risk for homelessness. Attached is a listing of counties in your state to be served by you (Attachment 1).

Achieve total number of paid hours of community service – 80%.

Achieve an average most-in-need characteristics, as defined by 20 CFR Part 641.710*(a)(6)*, per total number of participants served – 2.5.

Achieve entered employment level of at least 39%.

Exit at least 21 of such persons into unsubsidized employment during the program year.

Of those who entered employment, retain 67%.

Of those who are retained, achieve $7,407 in average earnings.

See Attachment 2, *PY2014-2015, SCSEP Performance Goals Summary Sheet* for definitions.

You agree to fully expend but not exceed the Participant Wage/Fringe Benefit (PWFB) funds available in the budget as outlined in this agreement, or amended budget, as well as to achieve the performance goals identified above, by using the PPP to integrate effectively achieving (or exceeding) your performance goals with your participant wage spending.

Complete all follow-up activity for participants.

Respond timely and thoroughly to performance review reports and technical assistance plans.

Attend conferences and training as designated by SSAI.

Require subcontractors you use to follow the terms of this agreement.

Prepare and regularly update a Continuous Improvement Plan (CIP) if you did not meet minimum performance thresholds established by SSAI for unsubsidized employment, service level, and most-in-need (MIN) in PY2013.

This Agreement requires compliance with these documents

A. These documents (both current versions and amendments) are binding on you and are a part of this agreement:

Attachment: Senior Aides (2851 : Senior Aides Program Grant Acceptance - in Kind Match ($611,029))

- Full Year Continuing Appropriations Act, Division H of the Consolidated and Further Continuing Appropriations Act, 2014 (Public Law 113-76);
- 2006 Older Americans Action (OAA) Amendments, Public Law 109-365, 42 United States Code 3056 *et. seq.* 20 Code of Federal Regulations (CFR) Part 641;
- SCSEP Final Rule (75 FR 53786; September 1, 2010);
- SCSEP Final Rule, Additional Indicator for Volunteering (77 FR 4654, January 31, 2012);
- Priority of Service for Covered Persons (Final Rule 20 CFR Part 1010, 73 FR 78132, December 19, 2008);
- "Revised Income Inclusions and Exclusions and Procedures for Determining SCSEP Eligibility," Training and Employment Guidance Letter (TEGL) No. 12-06;
- TEGL No. 11-13, "2014 Federal Poverty Guidelines for the Senior Community Service Employment Program (SCSEP);
- Americans with Disabilities Act (ADA), as amended (P.L. 110-325);
- Jobs for Veterans Act (JVA) (Public Law 107-288);
- SCSEP Performance Data Collection Approval (Office of Management and Budget No. 1205-0040);
- Uniform Administrative Requirements 2 CFR Part 215, Cost Principles 2 CFR 225 or 2 CFR 230;
- 29 CFR Part 98, Debarment, Suspension, Drug Free Workplace;
- 29 CFR Part 96, Audit Requirements OMB Circular A-133;
- *SSAI SCSEP Policy and Procedure Manual*;
- Your budget as we approve it; and
- SSAI Grant Agreement with the USDOL.

B. This agreement includes your obligation to abide by regulations issued by USDOL and policies and procedures issued by SSAI. You are a part of the SSAI network in your state.

II. Your Operation Must Follow These Rules. Also, see SSAI SCSEP Policy and Procedure Manual.

The reports you must provide ...

A. Payroll by Payroll reports which track participant wage costs each pay period must be submitted within five (5) work days following the close of each pay period.

B. The Project Performance Plan (PPP) webtool must be updated within five (5) work days following the close of each pay period.

C. Enter participant data directly into SPARQ from the Participant Form, Community Service Assignment Form, Exit Form, and Unsubsidized Employment Form within 5 work days of completing the form(s), and community service hours, follow-ups for unsubsidized placement, and the volunteer work indicator, etc., as required.

D. Review SPARQ Data quality reports, management reports, and SSAI tickler emails and reports at least once a week. Resolve all new rejects (Durational rejects, rejects, warnings) and reconcile your payroll list to data in SPARQ to ensure your accuracy and completeness of your data.

Attachment: Senior Aides (2851 : Senior Aides Program Grant Acceptance - in Kind Match ($611,029))

E. Review durational limit report and tickler emails to ensure durational limit exits are entered no later than 7 days after the Individual Durational Limit date to avoid locked records. All locked records must be explained and addressed as soon as possible and SSAI may provide technical assistance to ensure timely entry of all forms including durational limit exits.

F. Complete SSAI on-line tools, as required.

G. A monthly Report of Costs (SA1) is due within 30 calendar days after the reported month and must be completed using the SSAI On-line Report of Costs webtool.

H. A monthly Report of Non-Federal Costs (SA2) is due within 30 calendar days after the reported month and must be completed using the SSAI On-line Report of costs webtool.

I. A closeout grant report is due within 45 calendar days after the close of the grant year. This report will include:

- final report on spending
- final non-Federal cost report
- summary of payroll data

J. A single audit report in compliance with the Single Audit Act and OMB Circular A-133 is due within nine months after your fiscal year ends.

The records you must keep...

K. You must maintain any records and accounts, including property, personnel, and financial records, that we, USDOL, or any authorized representative deem necessary.

L. You must keep program and financial records for three (3) years after grant closeout or three (3) years from a completed audit, whichever is longer.

M. In accordance with OMB Circular 2 CFR Part 215, you must make any records relating to the SCSEP Program available for examination on request by SSAI and/or USDOL, and upon further request, you must transfer custody of such records to SSAI and/or USDOL.

N. If you cease to administer SCSEP, you are obligated to turn over to us complete data files, both electronic format and hard copy.

O. You must provide insurance as described in the *Sponsor Budget Instructions* (see Attachment 6).

Using your funds...

P. In carrying out the duties of this agreement, you agree to fully expend but not exceed the funds we approve in your budget or amended budget and achieve the minimum program outcomes found on pages 2-3 of this agreement.

Q. If you do not use program funds in a timely and proper manner, we may withdraw all or part of the unexpended funds.

R. We can also increase or decrease funding.

Attachment: Senior Aides (2851 : Senior Aides Program Grant Acceptance - in Kind Match ($611,029))

III. *We Will Provide Funding*

A. We will provide funding to you according to the methods outlined in the *Sponsor Budget Instructions.*

B. Using the Automated Clearing House (ACH), we will transfer funds to the bank account that is currently on file with our Finance Department.

C. You must use these funds only to pay for costs incurred according to the *SSAI SCSEP Program Policy and Procedure Manual.*

IV. *We Are Not Responsible for Claims, Damages, or Losses*

For the term of this agreement or any extension, we (including our directors, officers, agents, and employees) are not responsible for any claims, damages, losses, and expenses (including but not limited to fees of attorneys) that may arise from any act or failure to act by you (including your directors, officers, agents, and employees) or by any of your subcontractors (including its directors, officers, agents, and employees) for whose acts liability may arise in connection with performing the work described by this agreement.

V. *You Will Share the Program Cost*

Your share of the SCSEP Program costs will be in cash and/or in-kind and will be from non-Federal sources. The total amount of non-Federal funds raised to meet the matching requirement of the SCSEP Program will directly support the program. Under the terms of this agreement, your non-Federal share shall not be less than the amount specified on page two of this agreement. For any excess of non-Federal funds beyond this amount, you agree to assign to SSAI for its determination of whether the excess shall be used to support the program. Such excess is not part of your unreimbursable non-Federal match requirement and is not a donation within the meaning of OMB 2 CFR Part 230. A description of the types of non-Federal match funds to meet your required share is found at 20 CFR 641.809.

VI. *Participants Are Not Federal Employees*

A. The Federal government represented by USDOL is not a party to this agreement and has no legal liability under this agreement. Any liabilities, legal actions, or disputes that may arise under this agreement are between SSAI and you.

B. In all matters relating to this agreement, you are an independent contractor. Participants are enrolled in a Federally-subsidized community service employment program and are employed by you for certain payroll purposes. Participants are not SSAI employees, they are not Federal employees, and they are not subject to the Federal provisions of the law that apply to Federal employees about employment, hours of work, rates of compensation, leave, unemployment compensation, and employee benefits (20 CFR 641.590 as amended).

VII. *You Will Have Staff for Your Program*

A. You must provide a project director.

B. We may ask you to remove your project director, for cause.

Attachment: Senior Aides (2851 : Senior Aides Program Grant Acceptance - in Kind Match ($611,029))

C. Per Attachment 1, you must provide a full-time project director for every 60 modified authorized positions or a part-time project director for every 30 modified authorized positions. If you have more than 60 authorized positions, staff patterns should evolve in conjunction with increases in modified authorized positions at least for every increment of 30 modified authorized positions above 60. Use of participant staff should be considered as additional help beyond these staffing requirements. If the staffing is less than these requirements you must ask us, in writing, for our approval.

D. Your project director must attend any mandated training that SSAI may offer. Travel and per diem expenses will be paid by SSAI.

E. Your chief executive officer, project director, or designee, and any other staff associated with the program, including program and fiscal staff members, must be available to consult with our staff on any aspect of the program that we deem necessary.

VIII. You Will Seek Community Support

A. You and your project director will coordinate with other SSAI project directors in your state to achieve your SCSEP goals and spending requirements, both at your project and for the state.

B. You will publicize the SCSEP Program, its concepts, and its objectives to develop extensive community understanding of the capability and performance of older workers and their need for unsubsidized employment. This public interest could be developed through advertising, public speaking, display posters, and other media. If your agency has a website, information about your SCSEP must be posted on the website.

C. In any publicity releases and *Memoranda of Understanding* about the SCSEP Program, you will include the following, **"...operated under a USDOL grant and in cooperation with Senior Service America, Inc. The SCSEP Program is an equal opportunity program."**

D. If you or other program staff are asked to participate in state or regional SCSEP meetings or participate in the development of State SCSEP Plans, you must give us reasonable advance notice.

E. You will coordinate with employer associations, local Workforce Investment Boards (WIBs), and workforce intermediaries to identify high growth industries and workforce needs.

F. You will consult with local Area Agencies on Aging to consider linking programs provided by both agencies.

IX. You Must Have Electronic Communications Capability

In the interest of efficiency, timeliness, and economy, you must have electronic communications and telecommunications capability within your project. Accordingly, you must provide us with daily Internet and e-mail access to the project director and financial officer. The cost associated with installing and operating the program's Internet capability is an allowable cost.

X. You Will Work with Public Workforce Systems

A. The Workforce Investment Act of 1998 mandates that SCSEP is a partner in the American Job Center workforce delivery system. You agree to be identified as a SCSEP partner, developing *Memoranda of Understanding* with local area Workforce Investment Boards and American Job Centers, as well as coordinating linkages with other SCSEP partners in the same area. **You must give us current signed copies of any *Memoranda of Understanding*.**

Attachment: Senior Aides (2851 : Senior Aides Program Grant Acceptance - in Kind Match ($611,029))

B. You will develop effective partnerships with area public workforce providers, e.g. American Job Centers, WIBs, community colleges, other SCSEP grantees, to provide the most efficient level of services to SCSEP participants.

XI. Notification Procedure in the Event of Data Breach

A. You agree to the following procedure in the event that you lose or have stolen from your possession, custody or control (referred to as "data breach") any documentary material or computer equipment containing personally identifiable information (PII) on project participants, current or former.

B. PII refers to any information about an individual maintained by you, including any information that can be used to distinguish or trace a participant's identity, such as their name, Social Security Number, date and place of birth, mother's maiden name, biometric records, etc., and any other personal information which is linked or linkable to a participant.

C. Procedure:

i. Immediately notify the National SCSEP Director that the project has experienced a data breach and of participants' PII and that you have determined that a reasonable risk exists for the potential misuse of the information.

ii. The Project Director shall immediately assess the information compromised; risks posed; and, how affected participants should be notified. The Project Director will coordinate the response with SSAI.

iii. Maintain up to date contact information on all participants, former and current.

iv. If appropriate, establish a call center to interact with participants.

v. Consider offering appropriate credit monitoring assistance to affected participants.

vi. Familiarize project personnel on your organization's privacy and security procedures and how they should recognize, report, and respond to a data breach.

Assurances and Certifications

By signing below, you agree to assurances and certifications, attached and made a part of this agreement as Attachment 3. The assurances and certifications are:

- Assurances/Non-Construction Programs,
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary covered Transactions,
- Certification Regarding Lobbying—Certification for Contracts, Grants, Loans, and Cooperative Agreements,
- Certification Regarding Drug-Free Workplace Requirements,
- Non-Discrimination and Equal Opportunity Assurances, and
- Certification of Non-Delinquency.

Senior Service America, Inc. (SSAI)

Termination and Cancellation

If we determine that you or your agents are not complying with the provisions in this agreement, we can cancel this agreement. If we decide to cancel this agreement, we will provide you with 30 days written notice.

Upon execution by you and SSAI, this agreement becomes effective July 1, 2014.

You have reviewed this agreement and agree to all of its terms.

City of Springfield Department of Elder Affairs

By _____ (Signature)

Name Domenic J Sarno (Print)

Mayor (Title) 9-18-14 (Date)

dsarno@springfieldcityhall.com (E-mail Address)

Senior Service America, Inc.

By _____ (Signature)

Name Anthony R. Sarmiento 10/6/14 (Date)
President and Executive Director
Senior Service America, Inc.

Attachment: Senior Aides (2851 : Senior Aides Program Grant Acceptance - in Kind Match ($611,029))

Senior Service America, Inc. (SSAI)

Sponsor Counties to be Served

July 1, 2014 - June 30, 2015

City of Springfield Department of Elder Affairs **Project No. 103**

You are authorized to serve the counties listed below. Next to each county is the number of authorized positions. A modified position is the basis for calculating the following: the number of participants served; the number of participants who must transition to unsubsidized employment; and other performance goals specified in your SCSEP Sponsor Agreement.

Hampden County - Massachusetts	56
Hampshire County - Massachusetts	18
Total Authorized (2 counties)	**74**
Total Modified	**67**

Attachment: Senior Aides (2851 : Senior Aides Program Grant Acceptance - in Kind Match ($611,029))

PY14-15 SCSEP Performance Goals
Summary Sheet

1. Service Level/Number of eligible individuals served
160 % x your number of modified authorized positions

PY14 Goal = 160%

2. Community Service Hours (in the aggregate of community service employment)
Hours in the aggregate of community service employment compares the total number of hours of community service provided by each SCSEP grantee to the number of community service hours funded by the grant.

PY14 Goal = 80%

3. Most-in-Need
Counts the total number of the most-in-need characteristics for all participants enrolled since July 1, 2007 and divides by the total number of participants served

PY14 Goal = 2.5

4. PY14 SSAI Unsubsidized Placement Goal
31% x your number of modified authorized positions

5. Entry into Unsubsidized Employment
Of those who are not employed at the date of participation: the number of participants who are employed in the first quarter after the exit quarter divided by the number of adult participants who exit during the quarter

PY14 Goal = 39%

6. Retention in Unsubsidized Employment for Six Months
Of those who are employed in the first quarter after the exit quarter: the number of adult participants who are employed in *both* the second and third quarters after the exit quarter *divided* by the number of adult participants who exit during the quarter

PY14 Goal = 67%

7. Earnings
Of those adult participants who are employed in the first, second *and* third quarters after the exit quarter: the total earnings in the second quarter *plus* the total earnings in the third quarter after exit *divided* by the number of adult participants who exit during the quarter* *this measure only looks at those individuals who are included in the retention measure

PY14 Goal = $7,407

8. Spend 100% of Participant Wages and Fringe Benefits (PWFB) by June 30, 2015

Additional Goals Set by the Secretary of Labor
(outcomes for these goals do not count towards SSAI's overall performance)

1. Retention in Unsubsidized Employment for One Year - no set target
Of those who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter *divided* by the number of participants who exit during the quarter

2. Satisfaction of Participants, Employers and Host Agencies – no set target

3. Volunteer Work Indicator – no set target

Attachment 2

Senior Service America, Inc. (SSAI)

Assurances and Certifications

July 1, 2014 – June 30, 2015

Without your acceptance of the Assurances and Certifications contained in this section, a subgrantee may not be awarded a grant. In performing its responsibilities under this grant, the subgrantee hereby certifies and assures that it will fully comply with the following:

A. ASSURANCES — NON-CONSTRUCTION PROGRAMS. NOTE: Certain of these Assurances may not be applicable to your program. If you have questions, please contact Senior Service America, Inc.

1. Has the legal authority to apply for Federal Assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970

(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508, and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.U.S.C. 327-333), regarding labor standards for Federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(A) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS — PRIMARY COVERED TRANSACTIONS.

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (B)(2) of this certification; and,

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Attachment: Senior Aides (2851 : Senior Aides Program Grant Acceptance - in Kind Match ($611,029))

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

C. CERTIFICATION REGARDING LOBBYING — CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

By accepting this Grant, the subgrantee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

The subgrantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about—

   a. The dangers of drug abuse in the workplace;

   b. The grantee's policy of maintaining a drug-free workplace;

Attachment: Senior Aides (2851 : Senior Aides Program Grant Acceptance - in Kind Match ($611,029))

c. Any available drug counseling, rehabilitation, and employee assistance programs; and

d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1).

4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will —

a. Abide by the terms of the statement; and

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

5. Notifying the agency in writing within ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted —

a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), (6).

Place of Performance (*street address, city, county, state, zip code*):
1600 East Columbus Avenue, Springfield, Hampden County, MA, 01103

Check ☐ if there are workplaces on file that are not identified here.

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE.

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the subgrant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws.

Attachment: Senior Aides (2851 : Senior Aides Program Grant Acceptance - in Kind Match ($611,029))

(1) Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I financially-assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The subgrantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I financially-assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I financially-assisted program or activity to the extent that the subgrantee is a One-stop partner and participates in the One-stop delivery system. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

F. CERTIFICATION OF NON-DELINQUENCY.

Please initial the appropriate statement and return to SSAI:

KR (initial) Not Delinquent on any Federal Debt

_____ (initial) Delinquent on any Federal Debt

Sponsor Name: City of Springfield Department of Elder Affairs

Project No.: 103

Senior Service America, Inc. (SSAI)

Sponsor Budget Proposal*

July 1, 2014 – June 30, 2015

GY 10/31/14

Sponsor Name: City of Springfield Department of Elder Affairs

Project No.: 103

FEDERAL SHARE

Participant Wages	$ 531,812		
Participant Fringe Benefits			
FICA			
Unemployment / Disability, if applicable			
Worker's Compensation	9,500		
Physical Exam	500		
Total Participant Wages / Fringe Benefits		$	541,812
Program - Other Costs			
Transportation	$ 2,000		
Training	1,000		
Incidentals	8,000		
Subgrantee Staff Cost	22,000		
Other Program Costs	11,217		
Total Program / Other Costs		$	44,217
Project Administration			
Subgrantee Staff Cost	$ 5,000		
Other Admin. Costs	20,000		
Total Project Admin.		$	25,000
TOTAL FEDERAL SHARE:		$	611,029

NON-FEDERAL SHARE

Rent	$ 8,697		
Staff Salaries & Fringe Benefits	$ 30,000		
Travel	$ 2,500		
Postage & Delivery	$ 6,000		
Supplies	$ 6,000		
Insurance	$ -		
Other	$ -		
Total Cash Component		$	53,197
Indirect Component	11,075		
Total Indirect Component		$	11,075
Host Agency Supervision	15,000		
Space			
Other			
Total In-Kind Component		$	15,000
TOTAL NON-FEDERAL SHARE:		$	79,272

I hereby certify (a.) this budget is true in all aspects: (b.) all non-federal share of costs will be made in accordance with the agreement; (c.) receipts, records, and accounts as required by the agreement and the U.S. Department of Labor rules and regulations will be sufficient to document these costs for which credit is claimed and are available for inspection; (d.) these costs will be from non-federal sources with the exception of general revenue-sharing funds; (e.) these costs will not be claimed on any other federal programs.

Name and Title of Auth. Official	Domenic J. Sarno - Mayor
Signature and Date	Domenic J. Sarno 10/29/14

*AN ELECTRONIC VERSION OF THIS FORM IS AVAILABLE ON THE SSAI WEBSITE (FOR OUR PARTNERS) OR SEND REQUEST TO SAIFUNDS@SSA-I.ORG

Attachment 4 SS 10/31/14

Attachment: Senior Aides (2851 : Senior Aides Program Grant Acceptance - in Kind Match ($611,029))

Senior Service America, Inc. (SSAI)

Sponsor Delegation of Signature Authority *

July 1, 2014 – June 30, 2015

Sponsor Name: City of Springfield Department of Elder Affairs

Project No.: 103

The individuals listed below are authorized to sign on my behalf and / or electronically transmit to SSAI the following SSAI SCSEP documents (check those which apply):

Name: Katie Ryan Collins ☑ Report of Costs (SA1)

Title: Fiscal Manager ☑ Report of Non-Federal Costs (SA2)

Signature: Katie Ryan Collins ☑ Budget Revisions

Name: _____ ☐ Report of Costs (SA1)

Title: _____ ☐ Report of Non-Federal Costs (SA2)

Signature: _____ ☐ Budget Revisions

Name: _____ ☐ Report of Costs (SA1)

Title: _____ ☐ Report of Non-Federal Costs (SA2)

Signature: _____ ☐ Budget Revisions

[*Executive Director or Other Authorized Official*]

Name: Domenic J. Sarno

Title: Mayor

Domenic J. Sarno 9-18-2014

Signature / Date

*AN ELECTRONIC VERSION OF THIS FORM IS AVAILABLE ON THE SSAI WEBSITE (FOR OUR PARTNERS) OR SEND REQUEST TO SA1FUNDS@SSA-I.ORG

Attachment: Senior Aides (2851 : Senior Aides Program Grant Acceptance - in Kind Match ($611,029))

Senior Service America, Inc. (SSAI)

Sponsor Budget Instructions

July 1, 2014 – June 30, 2015

Below is a summary of key points for July 1, 2014 to June 30, 2015:

- Your SCSEP Sponsor Agreement specifies:
  - The minimum amount which you must spend on participant wages and fringe benefits (PW/FB), and
  - The maximum amount you will be reimbursed for administrative expenses.
- If you do not spend at least the PW/FB amount specified in your Sponsor Agreement, your administrative and program/other reimbursements may be reduced proportionately.
- The mileage reimbursement for privately owned vehicles is $.56 per mile or your organization's rate.
- Report of Costs (SA1) and Report of Non-Federal Costs (SA2) are available for processing and submission online on the SSAI website (see "For Our Partners").
- Current finance-related forms (Sponsor Budget Proposal, Delegation of Signature Authority, Sponsor Bank Information) are available in electronic versions on the SSAI website (see "For Our Partners") or by contacting the SSAI finance department at sa1funds@ssa-i.org.
- Full information about SSAI SCSEP finance procedures can be found in SSAI's SCSEP Policy and Procedure Manual, Part 10, "Program Finance Procedures."

SCSEP Costs Classification

SCSEP regulations classify and explain the costs which may be charged to the grant. The final regulation requires that all costs be classified and recorded as either program costs or administrative costs. SSAI sponsors are required to have in place systems to facilitate this record keeping and prepare cost reports using these categories.

Program Costs

- Program costs include, but are not limited to, the costs of the following functions:
  - Participant wages and fringe benefits, consisting of wages paid and fringe benefits provided to participants for hours of community service assignments;
  - Outreach, recruitment and selection, intake, orientation, assessment, and preparation of IEPs;
  - Participant training provided on the job, in a classroom setting, or utilizing other appropriate arrangements, consisting of reasonable costs of instructors' salaries, classroom space, training supplies, materials, equipment, and tuition;
  - Job placement assistance, including job development and job search assistance, job fairs, job clubs, and job referrals; and
  - Participant supportive services.

Attachment: Senior Aides (2851 : Senior Aides Program Grant Acceptance - in Kind Match ($611,029))

Senior Service America, Inc. (SSAI)

Administrative Costs

- The costs of administration are the costs associated with:
  - Performing overall general administrative and coordination functions, including:
    - Accounting, budgeting, financial, and cash management functions;
    - Procurement and purchasing functions;
    - Property management functions;
    - Personnel management functions;
    - Payroll functions;
    - Coordinating the resolution of findings arising from audits, reviews, investigations, and incident reports;
    - Audit functions;
    - General legal services functions; and
    - Developing systems and procedures, including information systems, required for these administrative functions.
  - Oversight and monitoring responsibilities related to administrative functions;
  - Costs of goods and services used for administrative functions of the program;
  - Travel costs incurred for official business in carrying out administrative activities or the overall management of the program; and
  - Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting, and payroll systems) including the purchase, systems development, and operating costs of such systems.

Personnel and related non-personnel costs of staff who perform both administrative functions and programmatic services or activities must be allocated as administrative or program costs to the benefiting cost objectives / categories based on documented distributions of actual time worked or other equitable cost allocation methods.

Allowable SCSEP Costs

Participant Wages

Sponsors should monitor spending levels throughout the year to effectively utilize all budgeted funds. Expenses exceeding the approved budget may not be reimbursed unless there is an agreed upon budget modification.

Sponsors with participants assigned to project administration who must be reassigned during the program year due to durational limit on assignment may be given permission, upon request, to use extra hours to assist with training replacements if necessary. Prior written approval is required from the Director, SCSEP Field Operations (or designee), and depends on the availability of funds. Unauthorized use of extra hours is not permitted.

Participants' time sheets should not be submitted, approved, or dated prior to the last day of work in the pay period.

Senior Service America, Inc. (SSAI)

Fringe Benefits

FICA: The FICA rate (employer's share) is currently 7.65% inclusive of 1.45% for Medicare. Sponsors who do not claim FICA costs must deduct 1.45% for Medicare.

Unemployment and/or **disability insurance** costs will be reimbursed only in cases where sponsors are required by state law to provide such insurance.

Worker's Compensation insurance must be in force over the entire grant period. Self-insured plans will be reimbursed for actual expenses up to what a normal commercial policy would have cost. A full discharge of all current and future liabilities is expected on all self-insurance plans. Self-insured sponsors must classify participants in accordance with their job descriptions and apply state classification rates in order to allow comparison between self-insurance costs and a commercial contract.

Physical Examinations: Each participant shall be offered the opportunity to take a physical examination annually—obtained from local resources at low or no cost whenever possible. Maximum reimbursement by SSAI for a physical examination is $75.

Program / Other — Transportation

Reasonable costs of participant transportation (to training, or to supportive services, for example) may be paid and is a reimbursable project expense.

Transportation expenditures should be for the purpose of providing a benefit to participants. They are not to be used to support other programs or services.

Cost of transportation to participant meetings is reimbursable and should be charged to Training.

Program / Other — Training & Incidentals

Training. Sponsors may pay reasonable costs for skills training, classroom instruction, lectures, seminars, individual instruction as well as other types of training. Sponsors are encouraged to obtain training through locally available resources, including host agencies, at no cost or reduced cost to the program. Specialized training and on-the-job-experience (OJE) must be approved by SSAI prior to implementation. Stand alone job search activities or job clubs are not permitted.

Costs for participant meetings would include, for example, costs of meeting rooms, transportation of participants to and from such meetings, and other allowable costs related to the meetings.

Incidentals. Expenses may be charged for work-related items necessary for a participant's participation in the program only when they cannot be obtained free of charge from local resources. Examples are work shoes, badges, uniforms, safety glasses, or tools. Costs for mandatory criminal / background and / or fingerprint tests should be charged to this category.

Project Administration

The Sponsor Agreement specifies the maximum amount a sponsor will be reimbursed for administrative expenses. If sponsor does not expend at least the PW/FB amount specified in the Sponsor Agreement, the related administrative and program/other reimbursements may be reduced proportionately.

If you do not intend to allocate funds to Project Administration, the funds will remain part of your budget and can be used for participant wages and fringe benefits or Program/Other expenses.

Attachment: Senior Aides (2851 : Senior Aides Program Grant Acceptance - in Kind Match ($611,029))

A special note regarding equipment: Written approval from SSAI is required prior to purchasing any equipment which costs $5,000 or more per unit and has an estimated useful life of one year or more. Due to the DOL regulations regarding equipment purchases, there is no flexibility regarding the necessity for prior written approval.

Insurance Coverage

The following insurance must be in force for all sponsors. Sponsors are required to send a certificate of insurance to SSAI showing that the insurance is in effect for the term of the sponsor agreement. The certificate should name "Senior Service America, Inc. additional insured as their interest may appear."

Insurance Coverage Required:

- Worker's Compensation
- Employment Practices Liability
- Business Automobile
- Commercial General Liability

Sound business practices should be followed in obtaining adequate insurance coverage.

Insurance certificates can be sent as PDF documents to sa1funds@ssa-i.org or fax to 301.578.8969.

Single Audit

Sponsors are subject to audit requirements set forth in OMB Circular No. A-133, and "Audits of States, Local Governments, and Non-Profit Organizations". Sponsors may charge a proportionate share of single audit expenses to Project Administration. The proportionate amount is determined by comparing SSAI's share of federal funding to total federal funding.

Reimbursement of Expenses / Advances / Bank Account Information

Request reimbursement of program costs by completing a Report of Costs (SA1 form). This form has been revised for the grant period and prior editions are not usable. If you do not have this reporting form, contact the SSAI Finance Department. If advances of funds are necessary, sponsor is required to minimize the time between drawdown of funds and their disbursement.

Report of costs is due 30 days after the end of each month.

A separate bank account for SSAI funds is not required if the recipient is able to effectively account for the receipt and expenditure of funds. If in SSAI's opinion a sponsor has an unacceptable system of financial management or internal control, SSAI reserves the right to require a separate account for SSAI SCSEP funds.

If advances provided by SSAI are held in a separate bank account, interest on that account up to $250 annually may be retained by the sponsor for SCSEP administrative expenses. Interest in excess of $250 must be remitted annually to the U.S. Department of Health and Human Services (DHHS), P.O. Box 6021, Rockville, MD 20852. Please include the grant number when sending interest to DHHS. Do not send interest refunds to SSAI.

SSAI will transfer funds to one bank account specified by sponsor. If we have your bank information on file, you do not have to resubmit your information. SSAI will transfer funds to your currently designated account unless we are advised otherwise.

Instructions to establish or change bank account information should be sent to Lynn Woo, SSAI Interim Director of Finance. To provide SSAI with your bank account information, use the SCSEP Sponsor Bank Information Form available on the SSAI website (see "For Our Partners") or by contacting the SSAI finance department at sa1funds@ssa-i.org.

To request reimbursement and/or advances, submit an SSAI Report of Costs (form SA1). Requests for funding must be received at SSAI Finance Department at least 5 business days prior to the date funds are needed.

Non-Federal Share of Costs

Non-federal costs are non-federal economic resources that provide identifiable and measurable assistance toward the accomplishment of program objectives. Non-federal costs can be broken down into three categories:

- Cash component is monies from non-federal sources the sponsor expends in support of the program. This might include, but is not limited to, the project director's salary and fringe benefits, the cost of general liability insurance and rent paid for either the premises or meeting rooms if paid in cash, and other costs such as travel, supplies, postage and delivery.

- Indirect is the amount of overhead paid by the sponsor and distributed based on an approved distribution plan.

- In-kind costs are the value of non-cash goods and services that directly benefit the program. In-kind costs can come from host agencies, the project sponsor and the local community. In-kind costs can include, for example, the value of supervisory time that the host agency provides for participants. Other examples of in-kind costs are donated or discounted professional services, space charges, meeting space, telephone, and transportation.

Any excess of non-federal funds the sponsor assigns to SSAI for SSAI's determination of whether the excess shall be used to support the program. Such excess is not part of the sponsor's unreimbursable non-Federal match requirement and is not a donation within the meaning of OMB Circular A-122 (2 CFR Part 230).

Reporting Non-Federal Costs

Use the SSAI Report of Non-Federal Costs (SA2 form) to report non-federal costs and should be filed 30 days after the reported month.

Costs-to-date shown on the Report of Non-Federal costs should agree with the booked amount of non-federal cost incurred and must be traceable throughout the record-keeping system.

When utilizing host agency supervision as in-kind non-federal match, the sponsor must keep a current list of host agencies used and the number of hours of supervision provided to participants.

Closeout of Grant / Final Report of Costs

At the conclusion of the program year, a closeout package will be sent to sponsors specifying certain required closeout document and filing requirements. At that time, a final, signed statement of Federal and non-federal costs must be submitted to SSAI. SSAI will promptly pay all final claims due to the sponsor organization.

Fiscal Reviews

Sponsors are required to maintain records and source documents for review by SSAI representatives. All records and source documents should be readily available. Sponsors who contract with ADP, or similar firms or banks to process payrolls, must make arrangements with these organizations to provide proof of direct deposit or canceled checks as needed for the fiscal review. Federal regulations require that grant recipients support accounting records with reliable source documentation such as canceled checks or other proof of disbursement, paid invoices or contracts or subcontracts awarded.

Note: The OMB circulars referred to above are available at: http://www.whitehouse.gov/omb/

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2835 A

SHINE Grant Acceptance - No Match Required ($199,992.00) (Mayor Sarno)

WHEREAS, the Department of Elder Affairs ("Department") has been awarded a Servicing the Health Information Needs of Elders (SHINE) Grant of $199,992.00 From the Massachusetts Executive Office of Elder Affairs; and

WHEREAS, the grant funds provide health insurance and medical information, screening and application assistance to low income seniors; and

WHEREAS, the Department intends to use the grant funds to provide information, screening and application assistance regarding Low Income subsidy (LIA), Medicare Savings Plans (MSP), Medicare Part D enrollment and State Pharmaceutical Assistance Program (prescription Advantage) to all Medicare beneficiaries who may qualify; 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:

SHINE - $199,992.00

RESULT:	**PASSED BY VOICE VOTE**

Attachment: SHINE Grant Set up (2835 : SHINE Grant Acceptance - No Match Required ($199,992.00))

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	11/12/14
Department Requesting Grant Setup	ELDER AFFAIRS
Department Phone # (Please include extension)	x5223
Name and Title of Person to Contact in Case of Questions	KATIE COLLINS

Was this Grant previously setup for a prior fiscal year? YES
If yes, please indicate your previous project number: 82314

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

Grant Type:

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

Grant Name: One Care
Total Grant Amount Awarded: ~~$ 99,996.00~~ $ 199,992.00
Is this a Reimbursable Grant? (Y/N) **YES**
A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

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

Entity Name COMMONWEALTH OF MASS

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

Actual Award Date JAN 2015Board Approval Date FEB 2014
Start Date 07/01/2014
Expiration Date 06/30/2015
Renewal Action Date (optional)
If there are any Matching Funds:
Type
Percent
Amount
Comments re: Description/Purpose of Grant
SERVING HEALTH INFORMANTION NEEDS EVERYWHERE IN MASSACHUSETTS
Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Org Code:

Object Codes:	**517010**	**542010**	**551700**	**501000**	**530105**	**527010**
	535200	**578700**	**549300**	**524020**	**524020**	**524105**	**531040**

Budget Roll-Up Codes: N/A

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

_____ _____
Signature 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: SHINE (2835 : SHINE Grant Acceptance - No Match Required ($199,992.00))

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME City of Springfield (Dept. of Elder Affairs) (and d/b/a):	**COMMONWEALTH DEPARTMENT NAME:** Executive Office of Elder Affairs **MMARS Department Code:** ELD
Legal Address: (W-9, W-4, T&C): 36 Court St., Springfield, MA 01103-1699	**Business Mailing Address:** 1 Ashburton Place, Room 517 Boston, MA. 02108
Contract Manager: Alicia Germain or Katie Ryan Collins	**Billing Address** (if different):
E-Mail: agermain@springfieldcityhall.com or kcollins@springfieldcityhall.com	**Contract Manager:** Neil Petrocelli
Phone: 1-413-750-2893 **Fax:** 1-413-750-2694	**E-Mail:** Neil.Petrocelli@state.ma.us
Contractor Vendor Code: VC6000192140	**Phone:** 1-617-222-7427 **Fax:** 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001__. (Note: The Address Id Must be set up for EFT payments.)	**MMARS Doc ID(s):** CT ELD 0364SHINEPROGRAM2014spng **RFR/Procurement or Other ID Number:** ELD-RFR-2013-03

x NEW CONTRACT **PROCUREMENT OR EXCEPTION TYPE:** (Check one option only) __ **Statewide Contract** (OSD or an OSD-designated Department) __ **Collective Purchase** (Attach OSD approval, scope, budget) _x **Department Procurement** (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) __ **Emergency Contract** (Attach justification for emergency, scope, budget) __ **Contract Employee** (Attach Employment Status Form, scope, budget) __ **Legislative/Legal or Other:** (Attach authorizing language/justification, scope and budget)	**___ CONTRACT AMENDMENT** Enter Current Contract End Date *Prior* to Amendment: 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 _x_ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

___ **Rate Contract** (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

_x_ **Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). $ 299,988.00.

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. Contract is award for the SHINE Program for FY 14 at $99,996.00. Future years (FY 15, 16) are subject to change pending approval of appropriation of funds.

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

__ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

_x_ 2. may be incurred as of July 1, 2013, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

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

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2016 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

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

AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: 6/24/13 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Domenic J. Sarno Print Title: Mayor	**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:** X: _____ Date: 6/25/13 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Peter Tiernan Print Title: Director of Administration and Finance

Attachment: SHINE (2835 : SHINE Grant Acceptance - No Match Required ($199,992.00))

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

FY 2014 Amendment #, If Applicable: If Federal Funds, CFDA #: 93.779

PURCHASE OF SERVICE - ATTACHMENT 1: PROGRAM COVER PAGE

PROGRAM INFORMATION

Contractor Name: City of Springfield (Dept. of Elder Affairs)	Department Name: Executive Office of Elder Affairs
Program Type: SHINE Counseling, Outreach and Training Consortia	Document ID #: CT ELD 0364 shineprogram2007spng
Program Name: SHINE Program	UFR Program #:
Program Address: 36 Court St	MMARS Program Code: 8036
City/State/Zip: **Springfield, MA. 01103-1699**	Other Reference Information (Information Purposes Only):
Contact Person: Alicia Germain Telephone: 413-750-2893 fax – 413-750-2694 Email – agermain@springfieldcityhall.com	Contact Person: Cynthia Phillips, SHINE Director Neil Petrocelli, Contracts Manager Telephone: (617) 727-7750

RFR INFORMATION: ☐ Attached x RFR Reference # RFR-2013-03
☐ legislative exemption ☐ emergency ☐ collective purchase ☐ interim ☐ amendment

SCOPE OF SERVICES: ☐ Bidders Response Attached x Description of Services Attached

TOTAL ANTICIPATED CONTRACT DURATION: 7/1/13 to 6/30/20

INITIAL DURATION: 7/1/13 to 6/30/16

OPTIONS TO RENEW: **two options to renew@ two years each option**

FISCAL TERMS

PRICE IS ESTABLISHED THROUGH: (CHECK 1,2, OR 3)

OPTION 1: PRICE AGREEMENT (list price)
$_____
rate regulation (if any) 651 CMR_____

☐ **OPTION 2: SUMMARY BUDGET** (* lines only)
☐ unit rate
☐ cost reimbursement
☐ other _____

x **OPTION 3: COMPLETE BUDGET**
x cost reimbursement
☐ unit rate
☐ other

FUNDING SUMMARY					
Prior Years		Current Year		Future Years	
FY	Amount	FY	Amount	FY	Amount
		2014	$99,996.00	2015	$99,996.00
				2016	$99,996.00
Total: $		Total: $99,996.00		Total $199,992.00	
				Multi-Year Total:	$299,988.00

CURRENT
MAX OBLIGATION: $99,996.00 UNIT RATE: $_____ # BILLABLE UNITS: ___

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

BRIEF DESCRIPTION OF PERFORMANCE:

3.13.b

Attachment: SHINE (2835 : SHINE Grant Acceptance - No Match Required ($199,992.00))

Packet Pg. 87

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

FY 2014 Contractor Name: City of Springfield (Dept. of Elder Affairs) Amendment # If Federal Funds, CFDA: 93.779

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

Program Name: SHINE PROGRAM	Document ID#: CT ELD 0364 SHINEPROGRAM2014spng	MMARS Code: 8036	Program Type Counseling Outreach and Training Consortia	UFR Prog. # ELD-RFR-2013-03

AMENDMENT #, IF APPLICABLE:

UNIT RATE CALCULATION

1. Program Total Costs $

2a. Program Offsets: Source Amount

2b. Offsets for Non-Reimbursable Costs: _____ _____

Note: Total non-reimbursable costs listed in line 2b must be detailed on Attachment 5.

2. Subtotal Offsets (Line 2a + Line 2b) ($_____)

3. Net Adjusted Program Costs (LINE 1 minus LINE 2) $_

4. Total Program Capacity (# of units) _____ (Type of unit)

5. Share of Total Capacity Purchased by Contract (# of units) % (% of line 4)

6. Negotiated Utilization Factor, if any _____%

7. Adjusted Capacity Used to Establish Price (LINE 4 x LINE 6) (# of units)

8. Unit Rate (LINE 3 DIVIDED BY LINE 7)

9. Maximum # of Billable Units (LINE 5 x LINE 6)

OTHER PRICE CALCULATION METHOD

10. Enter relevant information: _____

MAXIMUM OBLIGATION CALCULATION FY 2014

11. for Unit Rate: Line 8 X Line 9 $99,996.00
For Other Price Calculation Method, Enter Obligation from Line 10
For Cost Reimbursement: Enter Reimbursable Cost Total from Program Budget

12. Invoice Offset SOURCE AMOUNT

12. Subtotal: $ 0.00

13. Maximum Obligation for the Program (LINE 11 minus LINE 12) $99,996.00

14. Capital Budget (from Capital Budget Form), if applicable $ 0.00

15. **Total Maximum Obligation for Program** (LINE 13 + LINE 14) $99,996.00

FOR INFORMATION ONLY: Other Revenue Sources (Only if % in LINE 5 is less than 100%)

SOURCE AMOUNT

FY:14 Contractor Name SHINE Amendment #, if Applicable: If Federal Funds, CFDA #:_____

PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

Program Name: Springfield SHINE Document ID#:CT ELD 0364SHINEPROGRAM201-Spng Program Type:Counseling, Outreach and Training Consortium UFR Prog. #

		Current		Amend. Change		New		COST REIMBURSEMENT ONLY		
		FTE	Amount	FTE	Amount	FTE	Amount	Offset	Source	Reimb. Cost
	Program Component									
UFR Title #	Direct Care/Program Support Staff/Overtime/ Shift Differential & Relief (Titles 101-141)									
104	DIRECTOR	1.00	$36,385							
131	OUTREACH WORKER	0.80	$23,192							
137	PROGRAM ASSISTANT	0.25	$8,930							
	SUBTOTAL STAFF		$68,507							
150	Payroll Taxes		$3,000							
151	Fringe Benefits		$12,000							
T 100	**Total Direct Care/ Program Staff**		$83,507							
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									
204	Staff Training		$1,000							
205	Staff Mileage/Travel		$2,000							
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.		$5,000							
T 200	Total Other Direct Care/Program Support		$8,000							
Title	Direct Admin Expenses									
216	Program Support		$8,489							
510 (*410 & 390)	Other Direct Administrative Expenses									
T 500	**Total Direct Administrative Exp.**		$8,489							
T	**SUBTOTAL PROGRAM COSTS**									
* 410	Agency Admin. Support Allocation %									
T	**PROGRAM TOTAL**		$99,996							

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

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

Non-reimbursable costs must be shown in detail on Attachment S 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 S_____**

Updated 6/19/07

ATTACHMENT # 1
Requirements for SHINE Program: Scope of Services

The SHINE Program will provide funds to the City of Springfield Dept. of Elder Affairs.

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

MIPPA Funding

- Provide information, screening and application assistance regarding Low Income subsidy (LIS), Medicare Savings Plans (MSP), Medicare Part D enrollment and State Pharmaceutical Assistance Program (Prescription Advantage) to all Medicare beneficiaries who may qualify
- Provide information about LIS, MSP, Medicare Part D and PA in all outreach events
- Outreach to low-income populations as identified by LIS zip code as being in high need
- Coordinate training and outreach events with area partners such as local Councils on Aging, area health care facilities and the regional ADRC and partners who have expertise across aging and disability and underserved populations.
- Educate on preventive care features of the Affordable Care Act, specifically the annual wellness benefit, free preventive cancer screenings and wellness education.
- Document each client contact and outreach activity on the National Performance Reporting (NPR) Client Contact Form and the Public and Media activity forms
- Submit all required forms to the SHINE Program Manager for data entry at the end of each quarter.

Dual Eligible Adults under age 65

- Provide counseling and assist Medicare/Medicaid beneficiaries under age 65 with disabilities to know their rights and health insurance choices including Integrated Care Organizations.
- Ensure that counseling services are geographically and physically accessible to beneficiaries under 65 with disabilities
- Document each client contact and outreach activity on the National Performance Reporting (NPR) Client Contact Form and the Public and Media activity forms
- Submit all required forms to the SHINE Program Manager for data entry at the end of each quarter.

SHINE Funding

- Maintain Regional Office Staffing: Regional Director, Outreach Coordinator, and Administrative Assistant and health benefits counselors to ensure that the office is staffed during normal business hours and during high volume times.
- Maintain a sufficient number of hours per week for the SHINE Regional Director position to manage program activities. Between 15 to 37.5 hours per week is recommended.
- Meet with the state SHINE Director to review Performance Measures set by CMS and develop work plan. CMS Performance Measures include the following:

1. Number of total client contacts per 1,000 Medicare beneficiaries;
2. Number of persons reached through public and media activities;
3. Number of substantial, personal counseling contacts (10+ minutes):

Attachment: SHINE (2835 : SHINE Grant Acceptance - No Match Required ($199,992.00))

4. Number of contacts coded with a person with a disability;
5. Number of low-income individuals contacted and/or contacts that discussed the low-income subsidy;
6. Number of beneficiaries assisted with enrollment;
7. Number beneficiaries assisted with Part D enrollment (specifically); and,
8. Number of total counselor hours per 1,000 beneficiaries.

- Establish, coordinate and initiate one-to-one personalized health insurance counseling, prescription drug plan cost analysis and comparison, and application assistance if needed
- Perform Outreach services to underserved populations such as the mentally disabled dual eligible under 65, rural Medicare beneficiaries, caregivers, ethnic and groups with other than English as their primary language
- When funds are available, allow the Regional Director or designee to attend the CMS Annual SHIP (State Health Insurance Program) Conference.
- Up to $25 per SHINE counselor will be reserved for volunteer recognition whether it is holiday party, gift card or other event as determined by the Regional Director every year.
- Review any IT related expenditures such as laptops and iPADS with State SHINE Director prior to purchasing for volunteer counselor use.
- Document each client contact and outreach activity on the National Performance Reporting (NPR) Client Contact Form and the Public and Media activity forms
- Submit all required forms to the SHINE Program Manager for data entry at the end of each quarter.
- The Agency may retain overhead costs at their respective agency audited rate **but not to exceed 15% of the amount awarded for said costs listed under this category**. A copy of the audited financial statements which indicates the agency overhead rate is to be furnished to the SHINE director no later than 30 days after the audited financials have been filed with the Office of the State Comptroller.

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2850 A

Elders COA Grant - No Match Required $191,072 (Mayor Sarno)

WHEREAS, the Elder Affairs Department ("Department") has been awarded a Council on Aging Grant of $191,072.00 from the Executive Office of Elder Affairs; and

WHEREAS, the Department intends to use the grant funds to support its Council on Aging activities at senior centers; 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:

Council on Aging - $191,072

RESULT:	**PASSED BY VOICE VOTE**

Attachment B – COA Formula Grant Allocation Budget – FY 2014 → **Name of COA:** CITY OF SPRINGFIELD

Non-Personnel Cost Category	(A) At **$7.00** (or min. from Att.D).	(B) At **$8.00** (or min. from Att. D)	NOTES	EOEA Use Only
Staff/Volunteer Trans. Client Transportation		$1500.00	.56 cents per mile per Municipality (City of Springfield)	
Rent/Mortgage		$10,000	Mayflower Senior Center	
Utilities				
Renovation/Construction			Describe concisely. Secure and retain quotes/estimates. Note (estimated) completion date of project.	
Equipment/furnishings		$8,217.88	Replace old equipment for all areas of senior centers	
Office/program supplies		$8000	WB Mason- General Office Supplies for all 7 Senior Centers	
Facility Maintenance/ Supplies		$5000	Mansfield Paper – General Paper and Cleaning Supplies for all Centers	
Printing/Copying (**non**-newsletter)		$1000	PIP Printing	
Postage		$3000		
Dues		$3000		
Newsletter Printing				
Conference/Education Training (Board/Staff)		$4,000	Conference fees, mileage, accommodations, meals	
Volunteer Recognition				
Contractors / Other		$20,000	All various speakers, presenters, information socials, bands, special events, etc	

Sub-total (page 2) $ _____ $ 56,173.72

Sub-total (page 1) $ _____ $ 134,898.28

.42+7. P2

TOTAL $ _____ $ 191,072.00

Date of this budget: 07 / 31 / 2014

*Volunteer Resource Sheet to be submitted

FY2013~~B~~(W) (6.5.12) H&E

[--8b--]

Attachment: COA Grant (2850 : Elders COA Grant - No Match Required $191,072)

Executive Office of Elder Affairs
1 Ashburton Place, 5th Floor
Boston, MA 02108-1518

ATTACHMENT B – COA Formula Allocation Budget – FY 2014 (pg. 1 of 2)

Name of COA: City of Springfield

# Personnel	Municipal Funding*	(A) At $7.00 (or min. from Att.D).	(B) At $8.00 (or min. from Att. D)	Hours/ week w/ELD funds	NOTES/CALCULATIONS Note totals for ***ELD funded*** positions: **X** dollars/hour (or unit) **X** hours/week **X** number of weeks= Formula amount/s. ID fringe benefits (if applicable).	EOEA Use Only
_ Director/Coordinator HUNGRY HILL MAYFLOWER PINE POINT _ Fiscal Manager			$27,889.68 $17,409.60 $7367.76 $25,936.04	33.5 22.5 9.0 20.5	$536.34 X 52 $334.80 X 52 $498.77 X 52	
_ Fitness Coordinator _ Van Driver			$26,110.76 $13,508.04	37.5 21.5	$502.31 X 52 $259.77 X 52	
Fringe Benefits			$6,500.00			
Other: e.g. program instructors ZUMBA, JEWELRY MAKING, TAI CHI, AEROBICS			$10,000.00			

Sub-total $ _____ $ _____ $134,898.28

* Optional Please note municipal positions. (Job title/s, funding totals and hours are appreciated.) Thank you. FY2013~~B~~(W) (6.5.12) H&E 6.42+7. P1 [--8a--]

Attachment: COA Grant (2850 : Elders COA Grant - No Match Required $191,072)

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	COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD
Legal Address: 36 COURT ST SPRINGFIELD, MA 01103-1614	Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA. 02108
Contract Manager: Janet Denney	Billing Address (if different):
E-Mail: jdenney@springfieldcityhall.com	Contract Manager: Neil Petrocelli
Phone: 413-750-2654 Fax:	E-Mail: neil.petrocelli@state.ma.us
Contractor Vendor Code: VC6000192140	Phone: 1-617-222-7427 Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001 . (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): CT ELD *15COA281000000002015* RFR/Procurement or Other ID Number: Grant Award

XX 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)
X 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 _x_ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

__ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

XX Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). $ $191,072.00

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: XX 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: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Ageing activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2014 – 6/30/2015. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.

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.
XX 3. were incurred as of JULY 1ST, 2014, 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 30TH, 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:	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
X: _____. Date: _____. (Signature and Date Must Be Handwritten At Time of Signature)	X: _____. Date: _____. (Signature and Date Must Be Handwritten At Time of Signature)
Print Name: _____.	Print Name: Peter J. Tiernan.
Print Title: _____.	Print Title: Director of Administration and Finance.

Attachment: COA Grant Set Up (2850 : Elders COA Grant - No Match Required $191,072)

REQUEST FOR GRANT SETUP

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

Date of Request	11/12/14
Department Requesting Grant Setup	Elder Affairs
Department Phone # (Please include extension)	413-886-5223
Name and Title of Person to Contact in Case of Questions	Katie Collins

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: 82414

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

Is this a Reimbursable Grant (Y/N) Y
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.
Grant Type:

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

Grant Name Council on Aging
(Limit is 30 characters in MUNIS – please choose a name that is descriptive and meaningful to you. Ex: you may want to incorporate an abbreviation for the relevant school location, etc.)

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

Entity Name	Commonwealth of Massachusetts
Contact Person	Emmett Schmarsow
Street Address	1 Ashburton Place
City, State, Zip Code	Boston, MA 02108
Telephone	617-222-7471
Fax	
E-Mail	Emmett.schmarsow@state.ma.us

Total Grant Amount Awarded

Actual Award Date	07/01/2014
Board Approval Date	
Start Date	07/01/2015
Expiration Date	06/30/2015
Renewal Action Date (optional)	

If there are any Matching Funds:

Type
Percent
Amount

Comments re: Description/Purpose of Grant
Council on Aging

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#

If this is a Reimbursable Grant, what is the required
Drawdown Frequency? (Ex: Monthly, Quarterly) Bi-Yearly

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):

501000 530105 527010 551700 542010 535200 578700 549300 524020 524015 531040 571100 534300

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.

_____

Department Head Signature

Please return this form and all attachments to the Office of the City Comptrollers.
Please attach the following documents:

- ○ **Signed Approval to Apply for a Grant Form**
- ○ **Grant Award Letter**
- ○ **Mayor/FCB 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.

For Comptrollers Use Only

Entered into Munis by	
Date	
Comments	

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2856

Emergency Management Performance Grant - No Match Required $139,950.00 (Mayor Sarno)

WHEREAS, the Fire Department ("Department") has been awarded a Emergency Management Performance Grant" of $139,950.00 from the Massachusetts Emergency Management Agency; and

WHEREAS, the grant is funded by the Massachusetts Emergency Management Agency for purposes of funding emergency preparedness;

WHEREAS, the Department intends to use the grant funds for the purchase of an Emergency Response Vehicle, vehicle supplies and accessories, EOC software, furniture for Springfield's Emergency Operations Center, office supplies, computers and other equipment;

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:

Emergency Management Performance Grant - No Match Required
$139,950.00

RESULT:	**PASSED BY VOICE VOTE**

REQUEST FOR GRANT SETUP

This form and the required attachments are required by the City Auditor's Office 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 City Auditor's Office. All fields are mandatory.

Date of Request	10-20-2014
Department Requesting Grant Setup	Emergency Preparedness
Department Phone # (Please include extension)	413-787-6720
Name and Title of Person to Contact in Case of Questions	Robert Hassett - Director, Emergency Preparedness

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

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

Is this a Reimbursable Grant (Y/N) Y
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.
Grant Type:

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

Grant Name FFY2013/FFY 2014 Emergency Management Performance Grant
(Limit is 30 characters in MUNIS – please choose a name that is descriptive and meaningful to you. Ex: you may want to incorporate an abbreviation for the relevant school location, etc.)

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

Entity Name	Mass. Emergenct Management Agency
Contact Person	Kathleen Estridge
Street Address	400 Worcester Road
City, State, Zip Code	Framingham, MA 01702
Telephone	508-820-1447
Fax	508-820-2030
E-Mail	kathleen.estridge@state.ma.us

Attachment: RFG EMPG 2013 2014 Pg 1 (2856 : Emergency Management Performance Grant - No Match Required $139,950.00)

Total Grant Amount Awarded $ 139,950.00

Actual Award Date 10/15/2014
Board Approval Date
Start Date 10/15/2014
Expiration Date 9/30/2015
Renewal Action Date (optional)
If there are any Matching Funds:
Type
Percent
Amount

Comments re: Description/Purpose of Grant
Purchase of Emergency Response Vehicle, vehicle supplies and accsesories, EOC software, furniture for Springfield's Emergency operations Center, office supplies, computers and other equipment. (City Contract # 20150264)

Comments re: Conditions/Restrictions of Grant
All purchases must meet Authorized Equipment List provided by FEMA

If this is a Federal Grant, enter CFDA# 97.042

If this is a Reimbursable Grant, 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)

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

542300 542010 580700 580900 548100 580600 580500
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.

Department Head Signature

Please return this form and all attachments to the City Auditor's Office.
Please attach the following documents:

- **Signed Approval to Apply for a Grant Form**
- **Grant Award Letter**
- **Mayor/FCB 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.

For Auditor's Use Only

Entered into Munis by	
Date	
Comments	

Attachment: RFG EMPG 2013 2014 Pg 2 (2856 : Emergency Management Performance Grant - No Match Required $139,950.00)

C#20150264

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: MA Emergency Management Agency MMARS Department Code: CDA, EMERGENCY MANAGEMENT AGENCY
Legal Address: (W-9, W-4,T&C): 36 COURT ST	Business Mailing Address: 400 Worcester Road, Framingham, MA 01702
Contract Manager: Director Robert Hassett	Billing Address (if different):
E-Mail: rhassett@springfieldcityhall.com	Contract Manager: Kathleen Estridge
Phone: Fax:	E-Mail: Kathleen.Estridge@state.ma.us
Contractor Vendor Code: VC6000192140	Phone: (508) 820-1447 Fax: (508) 820-2030
Vendor Code Address ID (e.g. "AD001"): AD___. (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): FY15EMPG1314000SPRIN RFR/Procurement or Other ID Number: FFY 2013-2014 EMPG

_X_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

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

___ CONTRACT AMENDMENT

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

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

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

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

_X_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

__ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
_X_ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or ***new*** Total if Contract is being amended). **$139,950.00**

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Funding for this grant is provided through the FFY2013 and FFY2014 Emergency Management Performance Grant (EMPG). The catalog of Federal Domestic Assistance (CFDA) number is 97.042.

- SFY15 spending from start of contract to June 30, 2015 will be: FFY2013 EMPG $68,531 and FFY2014 EMPG $69,975.
- SFY16 spending from July 1, 2015 to September 30, 2015 will be: FFY2013 EMPG $1,444 and FFY2014 EMPG $0.

The community is wishing to purchase EOC furnishings, printer, computers, GPS antenna, mobile radio, EOC office supplies, basic medical supplies, emergency management vehicle. Per the application submitted, the required match will be a cash match met from emergency management related personnel costs.

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

_X_ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
_ 2. may be incurred as of ____ 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 **September 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: _____. Date: 9/15/14

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

Print Name: Domenic J. Sarno

Print Title: Mayor, City of Springfield, MA

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. Date: 10-15-14

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

Print Name: David Mahr

Print Title: Chief Administrative Officer

RECEIVED SEP 22 2014

Attachment: MMARS Grant Contract (2856 : Emergency Management Performance Grant - No Match Required $139,950.00)

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2836 A

GSSSI Grant Acceptance - in Kind Match ($88,890) (Mayor Sarno)

WHEREAS, the Department of Elder Affairs ("Department") has been awarded a Title III Grant of $88,890.00 from the Greater Springfield Senior Services Inc. (GSSSI); and

WHEREAS, the grant is to provide outreach, advocacy, information and referral services to seniors;

WHEREAS, the Department intends to use the grant funds to encourage senior participation in programs, conduct follow-up home visits, give referrals, provide client advocacy, help the elder or caregiver in receiving or providing quality care, give the community presentations and collaborate with agencies and businesses to assist seniors that are in dept, under-insured, uninsured or homeless; and

WHEREAS, the total cost of the program/service is $102,247.00; and

WHEREAS, the grant will pay for 85% of the total cost, which is $88,890.00, and requires the City to match 15% (in-kind), totaling $13,336.00, *to be supported by the City of Springfield Elder Affair* budget/account;

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:

GSSS - $88,890.00

RESULT: PASSED BY VOICE VOTE

GSSI Grant

October 1, 2014 – September 30, 2014

$88,890.00

Federal Fiscal Year 2015 Grant Agreement

This Agreement is entered into between Greater Springfield Senior Services, Inc., hereinafter referred to as the 'Corporation' and having its principal offices at: 66 Industry Avenue Suite 9, Springfield, MA 01104 and, Springfield Dept. of Elder Affairs, hereinafter referred to as the 'Provider,' having its principal offices at 1600 East Columbus Avenue, Springfield, MA, 01103.

WHEREAS, the Corporation desires to establish services to adults 60 years of age and older, and their Caregivers aged 55 years of age and older, who reside within its planning and service area, through Title III funding of the Older Americans Act of 1965 as amended. The Corporation, having received Title III funding from the Executive Office of Elder Affairs, hereinafter referred to as EOEA, seeks through this Service Agreement to provide such services to older adults as specified within this agreement.

NOW, therefore, the parties hereto mutually agree as to the following:

1. The award amount for this grant shall be $88,890 for Outreach Services as specified in Section A.

2. This agreement shall begin on October 1, 2014 and remain in effect until September 30, 2015. This agreement allows for the provision of renewal for two additional years contingent upon the Provider demonstrating successful program performance and the Corporation receiving available funding, unless terminated earlier in accordance with the terms of this agreement.

3. The Corporation shall pay the Provider in accordance with the terms and rates set forth in Section B.

4. The Provider shall comply with the terms and conditions as set forth and agreed to in the Corporate Statements submitted with the Proposal.

5. The Provider recognizes that in the performance of this Agreement, it may be a holder of personal data as defined in M.G.L. c.66A. The Provider shall comply with those provisions, as well as the Fair Information Practices Act, and Privacy/Confidentiality Regulations that govern access, use, and safeguarding of clients' data. The laws and regulations governing confidentiality shall not preclude the examination of any records relating to monitoring this agreement by the Corporation or other authorized state or federal government employees. The Provider shall take reasonable steps to insure the physical security of confidential data under its control.

6. The Provider agrees to cite in writing the Corporation as a funding source in any brochure, periodical or publication describing the program funded under this Agreement.

7. The Provider shall establish, maintain, and submit to the Corporation documentation as outlined in Section C, which is required by the Corporation, to insure adequate documentation of financial activities and the provision of services. In addition, the Provider shall maintain and retain applicable client files, personnel policies and records for seven (7) years or such longer time as required by any applicable licensing standards or governmental regulations.

8. The Provider shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior approval of the Corporation, except as outlined in Section D.

9. No employee of the Corporation, EOEA, or the Provider shall have any financial interest, directly or indirectly, in this contract except of his/her official salary for work done or materials furnished by him/her and will have no conflict of interest in said contract, or in any contract which the Provider or the Corporation will enter into with any subcontractors.

10. This Agreement may be renegotiated and/or modified by mutual consent of both parties, and will be eligible for renewal for one additional year contingent upon successful program performance and available funding, unless terminated earlier in accordance with the terms of this agreement or by mutual consent of the parties of both parties.

11. Either party may terminate this Agreement *without cause* upon provision of written notice to the other at least sixty (60) days prior to its effective date. Should the Corporation determine any other non-compliance issues exist with the terms of this Agreement on the part of the Provider that endanger the life, health, or safety of any recipients of service, it shall terminate this Agreement by orally notifying the Provider followed by written notification by certified mail, setting forth the specific reasons for the termination, effective three days following the oral notification.

12. The Corporation may terminate this Agreement for other areas of non-compliance unless the Provider restores compliance within thirty (30) days of such notification by the Corporation.

IN WITNESS WHEREOF, the parties enter this Agreement by their duly authorized officers:

For: Greater Springfield Senior Services, Inc.

Elaine Massery/Executive Director

9/22/2014
Date

For: Springfield Dept. of Elder Affairs

Signature/Title

9/28/2014
Date

Greater Springfield Senior Services, Inc.
An Area Agency on Aging
66 Industry Avenue, Suite 9
Springfield, MA 01104

Outreach, Advocacy, Information & Referral Services.

SECTION A – SERVICE DELIVERY CONDITIONS

1. The Provider agrees to implement the following services(s), performing them in accordance with the proposal submitted and accepted with any modification agreed to by the Corporation:

    - Outreach, Advocacy, Information & Referral Services.

2. As per Section 306 (a)(5)(A), the Provider shall, to the maximum extent feasible, strive to target and provide services to persons 60 years or older, and/or their Caregivers, residing in the service area and in need of the service as outlined in the submitted proposal. Further, the Provider will strive to serve persons deemed low-income, minority, limited English speaking, Alzheimer's clients, Caregivers, and those with the greatest social and economic needs.

3. The Provider shall provide services to eligible residents of the following community(s):
    - Springfield.

SECTION B – FISCAL AND ADMINISTRATIVE CONDITIONS

1. Title III grants require at least a 15% match of non-federal funds to support programming provided under this service agreement. the Provider has provided the following matching amount toward total program costs:

Federal Share:	$ 88,890
Match Share:	$ 13,336
Total Program:	$102,247

2. The Provider will be paid according to a 1/12 draw of the award contingent upon funding available to the Corporation from EOEA.

3. The services to be performed by the Provider will be supported by Federal and non-Federal funds approved for this project. In no case shall the cumulative bills charged by the Provider to the Corporation exceed the Federal amount awarded. Payment from the Corporation to the Provider shall be made no later than 30 days after receipt of the Standard Invoice.

4. Both Federal and non-Federal resources supporting this program shall be maintained in an account separate from any other funds. Unless these funds are used as partial subsidy for the entire program budget, separate accounting records for disbursements shall be established. Program accounting records shall be itemized in sufficient detail to show exact nature of all receipts and disbursements. Supporting documents shall be readily available for review.

SECTION C – ADMINISTRATIVE CONDITIONS

1. The Corporation shall have no direct control of or authority over any employee of the Provider or any other person acting on behalf of the Provider and shall direct all complaints concerning the performance of such employees to the Provider for action.

2. The Provider will establish a grievance procedure for any older adult terminated for service or determined not eligible for service and wishes to dispute such a decision.

3. The Corporation shall perform one formal evaluation per fiscal year. The evaluation shall be in writing and note any areas of contractual non-compliance. In the event the Corporation notes concerns and/or specific areas of non-compliance, the Provider will submit in writing a plan to address these areas of concern within the specified timeframe as determined by the Corporation.

4. The Provider must submit accurate, timely, and unaltered Monthly Standard Statistical/Invoice Reports provided by the Corporation unless otherwise noted, by the 15th of each month, after the month of service provided, which include total donations received, total number of units provided through this grant, and description of pertinent and relevant activity during the reporting period. Units of service provided under this grant shall be counted accordingly:

    a. Count Each Unduplicated Person Contacted. Unduplicated counts begin October 1st. Persons counted as unduplicated once are not added into this count again until the next fiscal year beginning October 1st.

    b. Service Units – count <u>each applicable service</u> reported each month: Examples: each phone call, visit, consultation, referral, etc.

SECTION D – ADMINISTRATIVE CONDITIONS

1. The Corporation gives to the Provider authorization to collaborate and develop formal partnerships with social service agencies and cultural organizations within the City of Springfield in order to provide the effective and efficient Outreach Services to Springfield's diverse older adult populations.

2. Under this arrangement, the Provider will present to the Corporation contact names, addresses, phone numbers, and normal hours of operation for each member associated with the partnership.

3. The Corporation will include monitoring of each partnership member those activities associated with this grant agreement, including an on-site review. The Corporation will submit in writing to each partner member its findings, including recommendations for non-compliant findings.

Attachment: GSSSI Grant Set up (2836 : GSSSI Grant Acceptance in Kind Match ($88,890))

REQUEST FOR GRANT SETUP

This form and the required attachments are required by the City Auditor's Office 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 City Auditor's Office. All fields are mandatory.

Date of Request

Department Requesting Grant Setup	ELDER AFFAIRS
Department Phone # (Please include extension)	413-750-2654
Name and Title of Person to Contact in Case of Questions	JAN RODRIGUEZ DENNEY, DIRECTOR OF ELDER AFFAIRS

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: 81014

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.

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.
Grant Type:

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

Grant Name Greater Springfield Senior Services - SOAP OUTREACH
(Limit is 30 characters in MUNIS – please choose a name that is descriptive and meaningful to you. Ex: you may want to incorporate an abbreviation for the relevant school location, etc.)

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

Entity Name	Greater Springfield Senior Services
Contact Person	Mary Jenewin Kaplan
Street Address	66 Industry Ave. Suite 9
City, State, Zip Code	SSpringfield, MA 01104
Telephone	413-781-8800
Fax	413-781-0632
E-Mail	

Attachment: GSSSI Grant Set up (2836 : GSSSI Grant Acceptance in Kind Match ($88,890))

Total Grant Amount Awarded $88,890.00

Actual Award Date 10/01/2014
Board Approval Date
Start Date 10/01/2014
Expiration Date 09/30/2015
Renewal Action Date (optional)
If there are any Matching Funds:
Type NON FEDERAL SHARE
Percent
Amount 13,336

Comments re: Description/Purpose of Grant
GSSI-SOAP provides many outreach services for the Seniors in the Springfield Community

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#

If this is a Reimbursable Grant, 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):

461000 501000 517010 530105 531020 531740 535200 542010 551700 569300 534300
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.

_____

Department Head Signature

Please return this form and all attachments to the City Auditor's Office.
Please attach the following documents:

- **Signed Approval to Apply for a Grant Form**
- **Grant Award Letter**
- **Mayor/FCB 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.

For Auditor's Use Only

Entered into Munis by	
Date	
Comments	

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2829

HNE Evening Gym Grant - $46,800 - No Match (Mayor Sarno)

WHEREAS, the Springfield Parks Department ("Department") has been awarded a grant of $46,800.00 from Health New England (HNE); and

WHEREAS, the funds provided are intended to be used to fund the Department's evening gym program; and

WHEREAS, the Department intends to use the grant as requested by the grantor; and

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

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

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

Health New England Grant Evening Gym Program - $46,800.00

RESULT:	**PASSED BY VOICE VOTE**

October 28, 2014

Paula Thayer
City of Springfield
Park & Recreation Department
Forest Park
Springfield, MA

Dear Paula:

I am very excited to let you know that HNE's Charitable Giving Committee approved $46,800 for the Open Gyms Program. As you know HNE is committed to improving the health status and the quality of life of the communities we serve. The Open Gym program is a great way to help make our mission become a reality.

I have requested that a live check be ready by Friday, October 31st. I would be happy to either bring it to you or to leave it at our reception desk on the 15th floor of Monarch Place. Whatever works best for you to help accelerate the process and get the program in place.

On a personal note, I truly enjoy working with you and Randy and am looking forward to yet another successful year with the Open Gym Program. Thank you for all the work you do to get this program operational!

Sincerely,

Lynn Ostrowski

Lynn Ostrowski, Ph.D.
Director, Corporate Responsibility & Government Affairs

cc: Patrick Sullivan
Mayor Sarno

Attachment: Evening Gym Grant (2829 : HNE Evening Gym Grant - $46,800 - No Match)

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2854

MassaGrant Acceptance - No Match Required - $6,000.00 (Mayor Sarno)

WHEREAS, the Fire Department has been awarded a Massachusetts Department of Public Health Grant of $6,000.00 from the Massachusetts Department of Public Health; and

WHEREAS, the grant funds are intended to fund the deployment and training of the Mass Decontamination Unit(s); and

WHEREAS, the Department intends to use the grant funds to train and deploy each of its three Mass Decontamination Units after completing the five tasks that are identified in the contractual agreement that the Fire Department has with the Massachusetts Department of Public Health.

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:

Massachusetts Department of Public Health - $6,000.00

RESULT:	**PASSED BY VOICE VOTE**

The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Office of Preparedness and Emergency Management
250 Washington Street, Boston, MA 02108-4619

DEVAL L. PATRICK
GOVERNOR

JOHN W. POLANOWICZ
SECRETARY

CHERYL BARTLETT, RN
COMMISSIONER

Tel: 617-624-6088
Fax: 617-624-5587
www.mass.gov/dph

Attachment: MDU (2854 : DPH Grant Acceptance - No Match Required - $6,000.00)

October 17, 2014

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

Dear Commissioner Conant:

This correspondence requests your attention and requires an action, on your part, to allow for your receipt of grant funding for the purpose of deployment and training of the Mass Decontamination Unit(s) assigned to your department.

For this grant funding period, the Massachusetts Department of Public Health (DPH) will be providing funding in support of the Mass Decontamination Unit(s). Your fire department will receive payment of $2,000 for each Mass Decontamination Unit (MDU) assigned to your department and through your commitment to the completion of five tasks identified in the scope of work of our contractual agreement with your department.

This payment will be supported by the FFY2014 award to DPH from the federally supported Hospital Preparedness Program. This third annual allocation of grant funding is now being made available to you.

In FFY2011, a multi-year contractual agreement was effectuated and our agreement remains in effect through to June 30, 2016. The contractual agreement was awarded and effectuated via Notice of Intent and Waiver of Competitive Procurement # 21916. For your reference a copy of this multi-year contractual agreement is enclosed.

For you to receive this annual allocation of awarded funding for this year, your attention is required to sign and return the enclosed invoice, (Form PV).

The authorized signatory must sign in the grey shaded box at the top of the enclosed form, labeled, "*vendor certification.*" Your action to affix an original-inked signature and to return this originally signed document will allow for a third payment of $2,000 per MDU assigned to your department, to be made. Please know this allocation of funding must be expended by June 30, 2015.

Your prompt completion and return of the signed Form PV, with the required original signature affixed as specified, must be returned on or before, but not later than **October 31, 2014**. Please return the enclosed document, signed, to the attention of: Ms. Kristen Heffernan, Contract Manager, ASPR Hospital Preparedness Program, 250 Washington Street, 1st Floor, Boston, MA 02108.

Upon receipt of this originally signed document, payment will be processed promptly.

If you have any questions or require additional information relative to this allocation of funding, please contact Kristen Heffernan via e-mail: Kristen.Heffernan@state.ma.us or via telephone: (617) 624-5083. Programmatic questions may be directed to Thomas O'Connell, Massachusetts Department of Fire Services via email Thomas.O'Connell@state.ma.us or (978) 567-3158.

Your continued attention and participation in this program is most appreciated.

Sincerely,

Mary E. Clark, JD, MPH
Director, Office of Preparedness and Emergency Management
Massachusetts Department of Public Health

Enclosures (2)
Commonwealth of Massachusetts Standard Contract Form and Instructions, as effectuated
Payment Voucher Form (Form PV) – requiring signature and return

Attachment: MDU (2854 : DPH Grant Acceptance - No Match Required - $6,000.00)

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 Treasurer (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 St., Boston, MA 02108
Contract Manager: Commissioner Gary G.Cassanelli	Billing Address (if different):
E-Mail: gcassanelli@springfieldcityhall.com	Contract Manager: Jane Guilfoyle
Phone: 413-787-6411 Fax: 413-787-6432	E-Mail: Jane.Guilfoyle@state.ma.us
Contractor Vendor Code: VC6000192140	Phone: 617-624-5274 Fax: 617-624-5729
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): INTF6207P01W21916432 RFR/Procurement or Other ID Number: W21916

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

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

X Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

X Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

__ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). $ _____.

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

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

Grants To Public Entities Fire Depts with Mass Decontamination Units (MDU)

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

__ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

X 2. may be incurred as of 02/23, 20 12, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

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

CONTRACT END DATE: Contract performance shall terminate as of 06/30, 20 16, 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: 1/24/12 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Domenic J. Sarno Print Title: Mayor, City of Springfield	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: 1-30-12 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Toni Gustus Print Title: Director, Purchase of Service Office

Attachment: MDU (2854 : DPH Grant Acceptance - No Match Required - $6,000.00)

INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

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posted.

COMMONWEALTH TERMS AND CONDITIONS

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

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

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

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

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

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

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

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

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

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

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

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

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a securily breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

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

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

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Oppurtunity (EEO) Laws the Americans with Disabilities Act,; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16. s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

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

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

Attachment: MDU (2854 : DPH Grant Acceptance - No Match Required - $6,000.00)

"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

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

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

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

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

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

EXECUTIVE ORDERS

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

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

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

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

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

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Attachment: MDU (2854 : DPH Grant Acceptance - No Match Required - $6,000.00)

PAYMENT VOUCHER INPUT FORM

Commonwealth of Massachusetts
Office of the Comptroller

Department/Organization Name
Office of Preparedness and Emergency Management

Vendor Name and Address
CITY OF SPRINGFIELD
36 COURT STREET
SPRINGFIELD, MA 01103-1699
AD001

Document ID

Trans	Dept	R/Org	Number	PV Date	Acctg Prd	Budget FY
PV	DPH	6207				2015

Action (E) (M)		Sch Pay Date	Off Liab Act
	E		

VENDOR'S CERTIFICATION
I certify that the goods were shipped or the service rendered as set forth below
Joseph A Comunale
(Please Sign In Ink)

Ref Doc ID
INTF6207P01W21916432

Document Total	Payment Ref Number	Vendor Code	Emp
$6,000	INTF6207P01W21916432-3	VC6000192140	

Reference Order	LN	QTY	Description	Unit Price	Amount
			FOR FIRE DEPT. - MASS DECONTAMINATION UNIT (MDU) DEPLOYMENT AND TRAINING	$6,000	$6,000

Reference Doc ID

LN	Trans	Dept	R/Org	Number	LN	Dept	Approp	Sub	Org	S/Org	Obj	Prog	TY
01	CT	DPH	6207	W21916	04	DPH	45100404	PP	6207		P01	4843	

Proj/Cl/Grc	Actv	RPTG	Fund	BS Acct	Payment Reference Number	Description
					INTF6207P01W21916432-3	F4510-0404D

MSA#	Line#	Disc	Dates of Services	Quantity	Line Amount	I/D	P/F
			07/01/14 to 06/30/15		$6,000		

TO THE COMPTROLLER OF THE COMMMONWEALTH OF MASSACHUSETTS:
I hereby certify under penalties of perjury that all laws of the Commonwealth governing disbursementsof public funds and the regulations thereof have been complied with and observed.

INSTRUCTIONS TO VENDORS
-Fill in shaded area
-Direct inquires to state organization

Prepared By: _____ Title: _____ Date: _____
Entered By: _____ Title: _____ Date _____

Page ____ of ____
Phone # _____

The undersigned authorized signatory approving this document certifies that this document and any attachments are accurate and complete and comply with all applicable general and special laws and regulations.

Approved By: _____ Title: _____ Date: _____

REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	10.21.14
Department Requesting Grant Setup	Fire
Department Phone # (Please include extension)	413.750.2423
Name and Title of Person to Contact in Case of Questions	Erica Floyd, Director of Finance and Admin

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: 83713

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
x	State Other – School
	State – City
	Private/Other

Grant Name: MDU

Attachment: img-X21095735-0001 (2854 : DPH Grant Acceptance - No Match Required - $6,000.00)

Total Grant Amount Awarded: $ 6000.00
Is this a Reimbursable Grant? (Y/N) N
A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

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

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

Actual Award Date
Board Approval Date
Start Date
Expiration Date
Renewal Action Date (optional)
If there are any Matching Funds:

- Type
- Percent
- Amount

Comments re: Description/Purpose of Grant
Deployment and training of the Mass Decontamination Units (MDUs) assigned to our department

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: img-X21095735-0001 (2854 : DPH Grant Acceptance - No Match Required - $6,000.00)

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

Org Code: 28372200

Object Codes: 506000, 530105, 558400

Budget Roll-Up Codes:

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

Joseph O Lamont
Signature

10/21/14
Date

Please attach the following documents:

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

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

Attachment: img-X21095735-0001 (2854 : DPH Grant Acceptance - No Match Required - $6,000.00)

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2848 A

Fire Donation- $2,000.00 (Mayor Sarno)

WHEREAS, the Fire Department has been awarded a donation of $2,000.00 from ExxonMobil Pipeline Company and;

WHEREAS, the funds provided shall be used as needed in the General Administration fund as requested by the donor therefore $2,000.00 will be applied to the Fire Administration fund and;

WHEREAS, the Department intends to use the donation funds to support the department's training program and/or response equipment as requested by the donor; and

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

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

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

Fire Department Donation $2,000.00

ExxonMobil Pipeline Company
145 Albany Street
Springfield, MA 01105

RESULT:	**PASSED BY VOICE VOTE**

ExxonMobil Pipeline Company
145 Albany Street
Springfield, Massachusetts
Phone: (413) 736-1881
Facsimile: (413) 736-1886

Ashanti Hepburn
Terminal Superintendent

ExxonMobil Pipeline

October 27, 2014

Springfield Fire Department
Attn: Commissioner Joeseph A. Conant
605 Worthington Street
Springfield, MA 01105

RE: ExxonMobil Pipeline Grant- Springfield Fire Department

Dear Commissioner Conant:

On behalf of ExxonMobil Pipeline Company's Springfield Terminal and Providence to Springfield Pipeline, I am pleased to present the enclosed contribution for $2,000.00 to the City of Springfield Fire Department. These funds should be directed to Commissioner Conant to support the departments training program and/or response equipment.

Thank you for the Springfield Fire Departments dedication to the community. The employees at our terminal and pipeline are pleased to assist you in meeting the community's needs. Any public recognition of our contribution would be welcomed.

We wish you the best of ongoing success and look forward to working with you in the future. Please do not hesitate to contact us should you have any questions regarding our local operations.

Sincerely,

Ashanti Hepburn

Springfield Terminal & Massachusetts Pipeline Supterintendent
ExxonMobil Pipeline Company
145 Albany St.
Springfield MA 01105
Office 413-736-0239
Cell 281-702-0857
Fax 413-736-1886

Attachment: ExxonMobil Donation (2848 : Fire Donation - $2,000.00)

City of Springfield
36 Court Street
Springfield, MA 01103

ADOPTED

ORDINANCE 2014-11

Meeting: 11/17/14 07:00 PM
Department: Law
Category: General
Prepared By: Ryan J. Barry
Initiator: Ryan J. Barry
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2796

An Order Amending Chapter 100 of the City Ordinances

Please see attachments for body of order.

HISTORY:

10/06/14	**City Council**	**TABLED**	**Next: 10/20/14**
10/20/14	**City Council**	**FIRST STEP**	

RESULT:	**SECOND & THIRD STEPS [12 TO 0]**
MOVER:	Thomas M. Ashe, At-Large Councilor
SECONDER:	Orlando Ramos, Ward 8 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton
ABSENT:	Kateri B. Walsh

AMENDING CHAPTER 100 OF THE REVISED ORDINANCES
OF THE CITY OF SPRINGFIELD

Be it ordained by the Springfield City Council that Chapter 100 of the Revised Ordinances of the City of Springfield is hereby amended as follows:

1. Section 100-7(A) shall be deleted and replaced with the following Section 100-7(A):

   Installation, removal, slurry and leasing of underground storage tanks – permit and inspection:

Tank Capacity (gallons)	**Fee**
Up to 1,500	$75.00
1,501 to 5,000	$100.00
5,001 to 7,500	$150.00
7,501 and over	$250.00

2. Section 100-7(B) shall be deleted and replaced with the following Section 100-7(B):

   Installation and removal of aboveground storage tanks – permit and inspection:

Tank Capacity (gallons)	**Fee**
Up to 1,500	$75.00
1,501 to 5,000	$100.00
5,001 to 7,500	$150.00
7,501 and over	$250.00

3. Section 100-7(C) shall be deleted and replaced with the following Section 100-7(C):

   Smoke detectors/carbon monoxide detector inspection:

   (1) One unit: $50.00
   (2) Two units: $100.00
   (3) Three to six units: $150.00
   (4) Seven or more units: $500.00
   (5) Re-inspection fee: $50.00

4. Section 100-7(D) shall be deleted and replaced with the following Section 100-7(D):

   Storage and inspection of flammable and combustible gases, liquids and solids – permit and inspection: $75.00

5. Section 100-7(E) shall be deleted and replaced with the following Section 100-7(E):

   Oil burning equipment permit and inspection: $75.00

Attachment: Order Amending Chapter 100 of City Ordinances - signed 10-1-14 (ORD-2014-11 : An Order Amending Chapter 100 of the City

6. Section 100-7(F) shall be deleted and replaced with the following Section 100-7(F):

   Propane storage permit and inspection:

Tank Capacity (gallons)	Fee
0 to 100	$75.00
101 to 1,000	$125.00
1,001 and over	$225.00

7. Section 100-7(G) shall be deleted and replaced with the following Section 100-7(G):

   Combustible liquids – permit and inspection:

   (1) Transportation (two-year permit): $100.00
   (2) Overnight parking of tank truck (two-year permit): $100.00

8. Section 100-7(H) shall be deleted and replaced with the following Section 100-7(H):

   Lumber yards and forest products – permit and inspection (two-year permit): $100.00

9. Section 100-7(I) shall be deleted and replaced with the following Section 100-7(I):

   Fuel oil, gasoline and diesel fuel storage permit and inspection (annual):

Tank Capacity (gallons)	Fee
0 to 500	$50.00
501 to 2,500	$75.00
2,501 and over	$150.00

10. Section 100-7(J) shall be deleted and replaced with the following Section 100-7(J):

    New gas service station plan review and final inspection: $100.00

11. Section 100-7(K) shall be deleted and replaced with the following Section 100-7(K):

    Annual service station inspection: $150.00

12. The following language shall be added to the existing Section 100-7(O):

    A fire watch detail shall be required at the owner's or applicant's expense, the cost of which shall be determined by the Fire Department in accordance with applicable collective bargaining agreements.

13. Section 100-7(P)(1) shall be deleted

Attachment: Order Amending Chapter 100 of City Ordinances - signed 10-1-14 (ORD-2014-11 : An Order Amending Chapter 100 of the City

14. Section 100-7(P)(2) shall be deleted.

15. Section 100-7(P)(4) shall be deleted.

16. Section 100-7(P)(6) shall be deleted.

17. Section 100-7(P)(3) shall be renumbered as Section 100-7(P)(1).

18. Section 100-7(P)(5) shall be renumbered as Section 100-7(P)(2).

19. Section 100-7(P)(7) shall be renumbered as Section 100-7(P)(3).

20. The following language shall be added as Section 100-7(P)(4):

New fire alarm system installation permit, plan review and inspection:

System size (sq. feet)	**Fee**
0 to 5,000	$125.00
5,001 to 7,500	$175.00
7,501 and over	$200.00

A re-inspection fee of $75.00 will be assessed where a follow-up inspection is needed after a failed test or inspection or where the systems are not ready or available for inspection at the scheduled inspection time.

An inspection and permit fee of $75.00 will be charged for alarm system modifications.

21. Section 100-7(Q) shall be deleted and replaced with the following Section 100-7(Q):

Annual inspections: $75.00

22. Section 100-7(R) shall be deleted and replaced with the following Section 100-7(R):

Quarterly inspections (per inspection):

(1) Nursing and rest homes: $75.00
(2) Clinics and HMOs: $75.00
(3) Hotels and motels: $75.00
(4) Theaters: $75.00
(5) Lodging houses: $75.00
(6) Housing for the elderly: $75.00
(7) Group homes: $75.00
(8) Inn holders: $75.00
(9) Hospitals: $150.00

Attachment: Order Amending Chapter 100 of City Ordinances - signed 10-1-14 (ORD-2014-11 : An Order Amending Chapter 100 of the City

23. Section 100-7(S) shall be deleted and replaced with the following Section 100-7(S):

    Fireworks permit: $100.00. A fire watch detail shall be required at the owner's or applicant's expense, the cost of which shall be determined by the Fire Department in accordance with applicable collective bargaining agreements.

24. Section 100-7(T) shall be deleted and replaced with the following Section 100-7(T):

    New sprinkler system installation permit, plan review and inspection:

System Size (sq. feet)	Fee
0 to 5,000	$125.00
5,001 to 7,500	$175.00
7,501 and over	$200.00

    A re-inspection fee of $75.00 will be assessed where a follow-up inspection is needed after a failed test or inspection or where the systems are not ready or available for inspection at the scheduled inspection time.

    An inspection and permit fee of $75.00 will be charged for sprinkler system modifications.

25. Section 100-7(U) shall be deleted and replaced with the following Section 100-7(U):

    Dumpsters six yards or greater in the aggregate: $50.00 per dumpster (annual fee).

26. The following language shall be added as Section 100-7(V):

    Fire protection systems shutdown fee: $50.00. A fire watch detail may be required at the owner's or applicant's expense, the cost of which shall be determined by the Fire Department in accordance with applicable collective bargaining agreements.

27. The following language shall be added as Section 100-7(W):

    Wet chemical system permit, plan review and inspection fee: $100.00
    Dry chemical system permit, plan review and inspection fee: $100.00

28. The following language shall be added as Section 100-7(X):

    Cutting and welding permit and inspection fee: $75.00

29. The following language shall be added as Section 100-7(Y):

    Tire storage permit and inspection fee: $75.00

30. The following language shall be added as Section 100-7(Z):

Attachment: Order Amending Chapter 100 of City Ordinances - signed 10-1-14 (ORD-2014-11 : An Order Amending Chapter 100 of the City

Fire drill requests: $50.00 per drill

31. The following language shall be added as Section 100-7(AA):

Special inspections: $75.00

32. The following language shall be added as Section 100-7(BB):

Records search and Chapter 21E site assessment fee: $25.00

33. The following language shall be added as Section 100-7(CC):

Unvented gas-fired space heater permit and inspection fee: $75.00

34. The following language shall be added as Section 100-7(DD):

Ammunition storage permit and inspection fee: $75.00

35. The following language shall be added as Section 100-7(EE):

Cannon and mortar firing permit and inspection fee: $75.00

36. The following language shall be added as Section 100-7(FF):

Covered mall building permit and inspection fee: $75.00

37. The following language shall be added as Section 100-7(GG):

Construction heater (salamander) permit and inspection fee: $75.00

38. The following language shall be added as Section 100-7(HH):

Compressed natural gas container and system permit and inspection fee: $75.00

39. The following language shall be added as Section 100-7(II):

Hazardous material processing permit and inspection fee: $50.00

40. The following language shall be added as Section 100-7(JJ):

A fee for fire watch details for places of assembly shall be assessed by the Fire Department in accordance with applicable collective bargaining agreements. An administrative fee of ten percent of the cost of the detail shall also be assessed.

41. The following language shall be added as Section 100-7(KK):

Attachment: Order Amending Chapter 100 of City Ordinances - signed 10-1-14 (ORD-2014-11 : An Order Amending Chapter 100 of the City

Annual life safety/code compliance permit and inspection fee (including first re-inspection):

(1) Commercial, industrial, mercantile with fire protection systems: $150.00
(2) Commercial, industrial, mercantile without fire protection systems: $75.00
(3) Residential buildings 6-12 units with fire protection systems: $100.00
(4) Residential buildings 13+ units with fire protection systems: $150.00
(5) Restaurant inspection (under 100 occupancy): $75.00

The cost of the first re-inspection is included in the fees designated in this section. The cost of subsequent inspections shall be $50.00.

42. The following language shall be added as Section 100-7(LL):

Inspections under M.G.L. c. 10 § 74 and Chapter 304 of the Acts of 2004: $100.00

43. The following language shall be added as Section 100-7(MM):

Miscellaneous permits and inspections not otherwise addressed in this Chapter 100: $50.00

This ordinance shall become effective immediately upon final passage.

Approved as to form:

Ryan J. Barry
Associate City Solicitor

Attachment: Order Amending Chapter 100 of City Ordinances - signed 10-1-14 (ORD-2014-11 : An Order Amending Chapter 100 of the City

Permit Fees - Revised 8.20.14

PROPOSED FIRE DEPARTMENT PERMIT AND INSPECTIONS FEE SCHEDULE

Permit/ Service	Current Fee	Proposed Fee
Installation, removal, slurry, and sealing of underground storage tanks (per gallon capacity, cost per tank)		
Permit and Inspection: 527CMR		
0-1500	$50.00	$75.00
1501-5000	$75.00	$100.00
5001-7500	$150.00	$150.00
7501+	$250.00	$250.00
Installation and removal of above ground storage tanks (per gallon capacity, cost per tank)		
Permit and Inspection: 527CMR		
0-1500	$50.00	$75.00
1501-5000	$75.00	$100.00
5001-7500	$150.00	$150.00
7501+	$250.00	$250.00
Smoke/Carbon monoxide detector inspection		
MGL-148, Sec 26F and 26F 1/2		
One (1) Unit	$50.00	$50.00
Two (2) Units	$100.00	$100.00
Three (3) to Six (6) Units	$150.00	$150.00
Seven or more (7+) Units	$50/unit, $500 max	$500.00
Reinspection Fee	$50.00	$50.00
Storage of and inspection of flammable and combustible gases, liquids, and solids - 527CMR	$50.00	$75.00
Oil burning equipment permit and inspection - 527CMR	$50.00	$75.00
Propane storage permit and inspection - 527CMR (per gallon capacity, inclusive of special events)		
0-100	$50.00	$75.00
101-1000	$125.00	$125.00
1001+	$225.00	$225.00
Transportation of combustible liquids (two [2] year permit) - 527CMR	$50.00	$100.00
Overnight parking tank truck (two [2] year permit) - 527CMR	$50.00	$100.00
Lumber yards and forest products permit and inspection (two [2] year permit) - 527CMR	$50.00	$100.00
Fuel oil, gasoline, and diesel fuel storage permit and inspection (per gallon capacity, above ground only) - 527CMR		
0-500	$50.00	$50.00
501-2500	$75.00	$75.00
2501+	$150.00	$150.00
New gas service station plan review and final inspection	$50.00	$100.00
Annual service station inspection	N/A	$150.00
Copies of reports	$5.00	$10.00
Propane tar kettle (roofing) 527CMR	$50.00	$50.00
Propane heating unit (roofing)	$50.00	$50.00
Fumigating permit 527CMR	$50.00	$50.00
Blasting permit 527CMR	$50.00	$50.00
Fire watch detail required	Per Collective Bargaining Agreement	Per Collective Bargaining Agreement
Alarm systems: fees and inspections for monitored systems		
Initial connection to master box	$300.00	Eliminate
Annual fee for master box	$300.00	Eliminate
Annual fee for radio box	$300.00	$300.00

Attachment: Revised Fire Department Fee Schedule (ORD-2014-11 : An Order Amending Chapter 100 of the City Ordinances)

Permit Fees - Revised 8.20.14

PROPOSED FIRE DEPARTMENT PERMIT AND INSPECTIONS FEE SCHEDULE

Permit/ Service	Current Fee	Proposed Fee
Private fire alarm test with master box	$75.00	Eliminate
Private fire alarm test with radio box	$75.00	$75.00
Central office or other signals to FD per protected...	$150.00	Eliminate
Private alarm system test	$50.00	$50.00
New fire alarm system install permit and plan review - NFPA 72, 780 CMR		
0-5000 sq ft	$100.00	$125.00
5001-7500 sq ft	$100.00	$175.00
7501+ sq ft	$100.00	$200.00
Reinspection fees will be assessed for:		
Follow up inspection after a failed test or inspection		$75.00
Systems not ready on day of appointment		$75.00
Fire alarm system modifications and inspections	$50.00	$75.00
Annual life safety/code compliant inspections - 527CMR (including first reinspection)		
Commercial, industrial, mercantile with fire protection systems	N/A	$150.00
Commercial, industrial, mercantile without fire protection systems	N/A	$75.00
Residential buildings 6-12 units with fire protection systems	N/A	$100.00
Residential buildings 13+ units with fire protection systems	N/A	$150.00
Restaurant Inspection (under 100 occupancy)	N/A	$75.00
2nd or more reinspection	N/A	$50.00/reinspection
C.I Inspections - MGL10 Sec 74, Liquior license renewals - Ch. 304	$50.00	$100.00
Quarterly Inspections (per inspection)		
Nursing and rest homes	$50.00	$75.00
Clinics and HMOs	$50.00	$75.00
Hotels and motels	$50.00	$75.00
Theaters	$50.00	$75.00
Lodging houses	$50.00	$75.00
Housing for the elderly	$50.00	$75.00
Group homes	$50.00	$75.00
Inn holders	$50.00	$75.00
Hospitals	$50.00	$150.00
Annual inspections	$50.00	$75.00
False Alarm - City of Springfield Ordinance §100-6		
Up to three false alarms		$0.00
Fourth false alarm		$100.00
Fifth false alarm		$200.00
Sixth and all subsequent false alarms		$250.00
Fireworks display permit and plan review - 527CMR	$50.00	$100.00
Fire watch detail required	Per Collective Bargaining Agreement	Per Collective Bargaining Agreement
New sprinkler system install permit and plan review - NFPA 13, 780CMR		
0-5000 sq ft	$100.00	$125.00
5001-7500 sq ft	$100.00	$175.00
7501+sq ft	$100.00	$200.00
Reinspection fees will be assessed for:		
Follow up inspection after a failed test or inspection		$75.00
Systems not ready on day of appointment		$75.00
Sprinkler system modifications and inspections	$50.00	$75.00

Attachment: Revised Fire Department Fee Schedule (ORD-2014-11 : An Order Amending Chapter 100 of the City Ordinances)

Permit Fees - Revised 8.20.14

PROPOSED FIRE DEPARTMENT PERMIT AND INSPECTIONS FEE SCHEDULE

Permit/ Service	Current Fee	Proposed Fee
Fire protection systems shutdown - MGL 148 27A (Fire watch detail may be required at owner's expense, cost per Collective Bargaining Agreement)	$50.00	$50.00
Wet chemical system permit and plan review	$50.00	$100.00
Cutting and welding and inspection	$50.00	$75.00
Dumpster - Six (6) yards or greater in the aggregate - 527CMR (annual)	$50.00/dumpster	$50.00/dumpster
Tire storage and inspection - 527CMR	$50.00	$75.00
Fire drill requests	$50.00	$50.00
Dry chemical system permit and plan review	$50.00	$100.00
Special inspections	N/A	$75.00
Records search, Ch.21E site assessment	N/A	$25.00
Unvented gas fired space heater and inspection - 527CMR	$50.00	$75.00
Ammunition storage and inspection	$50.00	$75.00
Cannon and mortar firing inspection	$50.00	$75.00
Covered mall buildings and inspection	$50.00	$75.00
Construction heaters (salamanders) and inspection	$50.00	$75.00
Compressed natural gas contaners and systems and inspection - 527CMR	$50.00	$75.00
Miscellaneous permits not otherwise addressed	$50.00	$50.00
Hazardous material processing - 527CMR	$50.00	$50.00
Fire watch detail for places of assembly	Per Collective Bargaining Agreement	Per Collective Bargaining Agreement
Administrative fee for fire watch detail and all other manual billing	10%	10%

Attachment: Revised Fire Department Fee Schedule (ORD-2014-11 : An Order Amending Chapter 100 of the City Ordinances)

City of Springfield
36 Court Street
Springfield, MA 01103

TABLED

SPECIAL ACT (ID # 2852)

Meeting: 11/17/14 07:00 PM
Department: Law
Category: General
Prepared By: Kathy Breck
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2852

Approving a Special Act Exempting the City of Springfield from Certain Provisions of Section 29 of Chapter 43 Relating to the Threshold for Written Contracts

WHEREAS, Mass. Gen. Laws ch. 43, sec. 29, which is part of the City Charter, requires that "(a)ll contracts made by any department, board or commission, where the amount involved is **five thousand dollars or more** shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the mayor under Plan A, B, C or F, or of the city manager under Plan D or E, and also of the officer or head of the department or of the chairman of the board, as the case may be, making the contract is affixed thereto…."; and

WHEREAS, the $5000.00 threshold for requiring written contracts signed by the Mayor and Department Head has not been increased since 1989; and

WHEREAS, the volume of written contracts of low dollar amounts requiring the signatures of the Mayor and the applicable department head is burdensome and time-consuming, and the City seeks to increase the dollar threshold for such contracts to the amount contained in the Uniform Procurement Act, Mass. Gen. Laws ch. 30B, sections 5(a) and 6(a), as requiring advertisements for bids or requests for proposals, which is currently $35,000.00; and

WHEREAS, the requested change would make contracts covered by chapter 30B, subject to the written contract dollar threshold is set forth in Mass. Gen. Laws ch. 30B, section 17, which is currently $10,000.00; and

WHEREAS, for contracts exempt from Chapter 30B, the requested change would increase the dollar threshold for written contracts to the amount set forth in Mass. Gen. Laws ch. 30B, sections 5(a) and 6(a), which is currently $35,000.00; and

WHEREAS, the requested change applicable only to Springfield requires the approval of the City Council and the Mayor, of a draft Act seeking such approval, entitled "**AN ACT EXEMPTING THE CITY OF SPRINGFIELD FROM CERTAIN PROVISIONS OF SECTION 29 OF CHAPTER 43**", which is attached hereto as Exhibit A;

NOW THEREFORE BE IT ORDERED, that the Mayor be, and hereby is authorized on behalf of the City of Springfield, to take any and all steps necessary to secure the passage by the General Court of the special legislation entitled "**AN ACT EXEMPTING THE CITY OF SPRINGFIELD FROM CERTAIN PROVISIONS OF SECTION 29 OF CHAPTER 43**," in substantially the same form as a draft Act attached hereto.

FINANCIAL IMPACT:

The Special Act would increase the dollar threshold for requiring the City to have written contracts signed by the Mayor and the Department Head . The current threshold is $5,000.00.

RESULT:	REFERRED TO COMMITTEE	Next: 12/1/2014 7:00 PM

The Commonwealth of Massachusetts

In the Year Two Thousand Fourteen/Fifteen

AN ACT EXEMPTING THE CITY OF SPRINGFIELD FROM CERTAIN PROVISIONS OF SECTION 29 OF CHAPTER 43

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding the provisions of the first sentence of section 29 of chapter 43 of the General laws, or any other general law or special law to the contrary, in the City of Springfield, (a)ll contracts made by any department, board or commission, where the amount meets or exceeds the dollar threshold established by section 5(a) of chapter 30B for requiring competitive sealed bids, shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the mayor, and also of the officer or head of the department or of the chairman of the board, as the case may be, making the contract is affixed thereto, but such contracts shall be subject to compliance with section 17 of chapter 30B, to the extent applicable."

SECTION 2. The provisions of this act shall take effect on the day of its passage.

Attachment: An Act Exempting the City of Springfield from Certain Provisions of Section 29 of Chapter 43 (2852 : Approving a Special Act

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts In the General Court Assembled.

The undersigned, Domenic J. Sarno, Mayor of the City of Springfield, in the name and on behalf of said City, and in the pursuance of an order, a duly attested copy of which is hereto annexed, petition the General Court for legislation entitled "**AN ACT EXEMPTING THE CITY OF SPRINGFIELD FROM CERTAIN PROVISIONS OF SECTION 29 OF CHAPTER 43",** in substantially the same form as a draft Act attached hereto.

Respectfully submitted,

_____

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

Attachment: An Act Exempting the City of Springfield from Certain Provisions of Section 29 of Chapter 43 (2852 : Approving a Special Act

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2831

Authorization to Issue Refunding Bonds (Mayor Sarno)

BE IT ORDERED THAT: That in order to reduce interest costs, the City Treasurer, with the approval of the Mayor, is authorized to issue refunding bonds, at one time or from time to time, pursuant to Chapter 44, Section 21A of the General Laws, or pursuant to any other enabling authority, to refund all or any portion of the City's general obligation bonds outstanding as of the date of adoption of this Order and that the proceeds of any refunding bonds issued pursuant to this vote shall be used to pay the principal, redemption premium and interest on the bonds of the City to be refunded, and costs of issuance of the refunding bonds; and that the City Treasurer is authorized to execute such documents as may be necessary or desirable to carry out this transaction, including one or more refunding trust agreements with a bank or trust company.

FURTHER ORDERED: That the City Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 44A of the General Laws any and all bonds of the City to be issued pursuant to this Order, and to provide such information and execute such documents as such officials of the Commonwealth may require.

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, 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. The foregoing order requires a two-thirds vote of all members of the City Council, in accordance with Chapter 44, Section 21A of the General Laws.

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

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance

To: Springfield City Council

From: TJ Plante, Chief Administrative & Financial Officer

Date: 11/17/14

Re: Order for Council Meeting – 11/17/14

Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 17, 2014 Council meeting, which authorizes the City to issue refunding bonds.

Background: From time to time, opportunities present themselves to reduce costs associated with our debt repayment schedule by refunding our current bonds, allowing the City to reissue the bonds with a more favorable interest rate. Much like refinancing, refunding bonds offers the opportunity to reduce the interest rate on current outstanding debt. With bond issuance in FY15, this authorization will allow us to restructure our debt as needed, saving money by reducing interest payments.

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

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

Attachment: CAFO Certification Bond Authorization - Refunding Bonds (2831 : Authorization to Issue Refunding Bonds)

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2837

Circuit Breaker Surplus Funds Appropriation Order (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield, appropriations in the amount of $(3,853,110.00) as itemized below are hereby voted to be reduced from the following sources, pursuant to Massachusetts General Laws Chapter 44, Section 32, Chapter 59 Section 23 and Chapter 468 of the Acts of 2008, and the recommendation of his Honor the Mayor.

WHEREAS, recently the City of Springfield received a directive from the Massachusetts Department Revenue (DOR) instructing the City that surplus Circuit Breaker Funds must be closed to the General Fund and be subject to the Free Cash Certification process.

WHEREAS, the City of Springfield has submitted the Year End Checklist to the DOR removing the Circuit Breaker Funds from FY 15 available funds. This will also require reducing the School Department General Fund Capital Outlay appropriation.

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

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

SOURCES

0100-10-133-0000-0000-0010-000000-0000000-484000 Proceeds from Circuit Breaker Grant	$(3,853,110.00)
TOTAL:	**$(3,853,110.00)**

USES

0100-30-340-3909-3909-3980-370000-0000000-580400 Capital Outlay - Building Improvements	$(3,853,110.00)
TOTAL:	**$(3,853,110.00)**

Reduce Budget by $3,853,110.00

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

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: January 9, 2013

Re: Order for Council Meeting –November 17, 2014

Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 17, 2014 Council meeting which the school appropriation needs to be reduced in order to comply with the Department of Revenue regulations.

Background: Through the FY15 budget process the Council appropriated an additional $3,853,110 outside Net School Spending Requirement in order to support the following programs: 1) facility infurstructure requirements, commonly known as the dense wireless project, so every student can be educated on a technology device such as a tablet, 2) new science classrooms at Duggan Middle School.

The funds for this additional appropriation came from left over Special Education Circuit Breaker funds dating back to 2007. The School department turned this revenue over to the City which in turn increased the School budget appropriation to fund the projects.

After an initial review with the Department of Revenue, we were instructed that in order to set the tax rate, we would need to have these funds flow through the Free Cash process and not appropriated to the school department . Therefore, the City needs to reduce the School appropriation in order to have a balanced budget for the tax rate setting process. The City does plan to support the above projects and will be asking Council for a bond authorization to get these critical initiatives off the ground.

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 School Approp Reduction 2 (2837 : Circuit Breaker Surplus Funds Appropriation Order Reduction)

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2833

Dense Wireless Project Bond - $2,300,000 (Mayor Sarno)

A BOND ORDER TO PAY FOR COSTS ASSOCIATED WITH THE DENSE WIRELESS PROJECT

BE IT ORDERED THAT: the City hereby appropriates the sum of $2,300,000 to pay costs of dense wireless projects at public schools, including the payment of any and all other costs incidental or related thereto, and 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 of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefore; that the Mayor is authorized to contract for and expend any federal or state aid available for the project, and that the Mayor is authorized to take any other action necessary or convenient to carry out this project; 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.

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, 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. The foregoing order requires a two-thirds vote of all members of the City Council, in accordance with Chapter 44 of the General Laws.

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

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance

To: Springfield City Council

From: TJ Plante, Chief Administrative & Financial Officer

Date: 11/17/14

Re: Order for Council Meeting – 11/17/14

Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 17, 2014 Council meeting, which authorizes the City to pay $2,300,000 for upgrading infrastructure within the Springfield Public Schools as part of the Dense Wireless project.

Background: Within the School Department, some schools have chosen to test students using the PARCC assessment, instead of the MCAS tests. The PARCC assessment is completed online with a computer-based test taking device. The Dense Wireless project will address the gap in our wireless capability, which is expected to grow exponentially with the introduction of a one-to-one technology plan, supplying each student with a technology device. Current wireless networks within our schools need to be upgraded to support more devices running more bandwidth.

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

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

Attachment: CAFO Certification Bond Authorization - Dense Wireless (2833 : Dense Wireless Project Bond - $2,300,000)

City of Springfield

TABLED

Meeting: 11/17/14 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2832

Demolitions and Road/Sidewalk Repair Bond - $5,000,000 (Mayor Sarno)

A BOND ORDER TO PAY FOR COSTS ASSOCIATED WITH DEMOLITION AND ROADS/SIDEWALKS PROJECTS

BE IT ORDERED THAT: the City hereby appropriates the sum of $5,000,000 to pay costs of building demolitions, roads, and sidewalks projects, including the payment of any and all other costs incidental or related thereto, and 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 of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefore; that the Mayor is authorized to contract for and expend any federal or state aid available for the project, and that the Mayor is authorized to take any other action necessary or convenient to carry out this project; 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.

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, 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. The foregoing order requires a two-thirds vote of all members of the City Council, in accordance with Chapter 44 of the General Laws.

RESULT:	**REFERRED TO COMMITEE**	**Next: 12/1/2014 7:00 PM**

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance

To: Springfield City Council

From: TJ Plante, Chief Administrative & Financial Officer

Date: 11/17/14

Re: Order for Council Meeting – 11/17/14

Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 17, 2014 Council meeting, which authorizes the City to pay $5,000,000 for demolition of condemned properties and repair to sidewalks and roads.

Background: Important aspects of capital improvement and economic development in our City include demolition to condemned and /or blighted properties, as well as infrastructure and streetscape improvements to roads and sidewalks. This bond gives the City to opportunity to fund the highest priority projects.

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

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

Attachment: CAFO Certification Bond Authorization - Demos and Sidewalks (2832 : Demolitions and Road/Sidewalk Repair Bond - $5,000,000)

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2846 A

Reserve for Contingencies to Housing Code- $31,756.90 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2014 and ending June 30, 2015 (FY'15), pursuant to Mass. Gen. Laws ch. 44 , Section 33B, and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of $31,756.90 from the Reserve for Contingency line item to the Housing Code Salary and Overtime lines in order to fund an additional Housing Code Inspector position and overtime for the fiscal year and

WHEREAS, the City Comptroller, Patrick Burns, whose Department is in control of the appropriation from which the transfer is proposed to be made, has approved this transfer; and

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of $31,756.90 From the Reserve for Contingency line item to the Housing Code Salary and Overtime lines to meet the expenses of the City of Springfield for Fiscal Year 2015.

From: Comptroller - Reserve for Contingencies

0100-10-135-0000-0000-0010-000000-0000000-578200 $31,756.90

To: Housing Code - Inspectional Services - Permanent Salary

0100-20-242-2426-0000-0040-000000-0000000-501000 $24,756.90

To: Housing Code - Inspectional Services - Overtime

0100-20-242-2426-0000-0040-000000-0000000-506000 $7,000.00

FINANCIAL IMPACT:

Reserve for Contingencies to Housing Code- $31,756.90

RESULT:	**ADOPTED [12 TO 0]**
MOVER:	Bud L. Williams, At-Large Councilor
SECONDER:	Orlando Ramos, Ward 8 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton
ABSENT:	Kateri B. Walsh

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: November 17, 2014

Re: Order for Council Meeting – November 17, 2014

Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 17, 2014 Council meeting, which will fund an additional Housing Code Inspector position, along with overtime funding for Housing Code sweeps.

Background: This request is in response to the Department's request for an additional Housing Code Inspector. This additional position will assist with clearing the Department's current back log, and also help meet staffing needs for an anticipated increase in Housing Code inspection services. Additional funding for overtime will allow the Department to continue its Housing Code sweeps on weekends, previously funded with CDBG funds.

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 Housing Code (2846 : Reserve for Contingencies to Housing Code- $31,756.90)

City of Springfield

TABLED

Meeting: 11/17/14 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2849

Approval of Intergovernmental Agreement with Springfield Business Improvement District (Mayor Sarno)

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

WHEREAS, Springfield Business Improvement District, Inc. is an agency established pursuant to Massachusetts General Laws chapter 40O;

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

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

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

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

NOW THEREFORE BE IT ORDERED, pursuant to Massachusetts General Laws chapter 40, section 4A, that the City Council approves the Memorandum of Understanding by and between the City of Springfield and the Springfield Business Improvement District, Inc. in substantially the same form as the draft contract attached hereto as Exhibit #1, subject to the approval of the Mayor.

FINANCIAL IMPACT:

The Agreement calls for the City to provide $70,000 to the SBID for FY 2015, FY 2016 and FY 2017, subject to appropriation in each fiscal year.

RESULT:	**REFERRED TO COMMITEE**	**Next: 12/1/2014 7:00 PM**

Attachment: Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc.,

EXHIBIT #1 TO CITY COUNCIL ORDER

CITY CONTRACT NO. _____

MEMORANDUM OF UNDERSTANDING
By and between the
CITY OF SPRINGFIELD
And
SPRINGFIELD BUSINESS IMPROVEMENT DISTRICT

This memorandum of understanding is effective as of **July 1, 2014,** subject to the approval process set forth herein.

This memorandum of understanding is made by and between **THE CITY OF SPRINGFIELD,** a Massachusetts municipal corporation acting by and through its Chief Development Officer, with the approval of the Mayor, collectively referred to as "City" and **SPRINGFIELD BUSINESS IMPROVEMENT DISTRICT, INC.,** a Business Improvement District established in the City of Springfield pursuant to M.G.L. c. 40 O and hereinafter referred to as "SBID".

This agreement is subject to the approval of the Springfield City Council and the Mayor, pursuant to Mass. Gen. laws ch. 40, section 4A.

PRELIMINARY STATEMENT

WHEREAS Chapter 173 of the Legislative Acts of 1994 was approved by the Governor of Massachusetts, to be effective February 5, 1995, as Chapter 40 0 of the Massachusetts General Laws (the "Enabling Act"), to authorize the creation and operation of Business Improvement Districts ("BIDS"), and

WHEREAS SBID was organized as of May 26, 1998, pursuant to M.G.L. c. 40 O, to implement the purposes of the Enabling Act within a specific business improvement district as defined in M.G.L. c. 40 O, section 1, ("District"), in accordance with the statute and the SBID Improvement Plan, as amended and updated, from time to time, and

WHEREAS SBID has acted to implement the purposes of the Enabling Act and the Improvement Plan within the District, and SBID members are willing to continue to so act if the

SBID has the support of the City as set forth in this Agreement, and

WHEREAS SBID is a non-profit corporation established by and comprised of the members of the SBID and utilizing its Board of Directors as the management entity to manage all of the operations, programs, and business of SBID, and

WHEREAS the City provides a broad range of public services to the residents and property owners in the City, including those within the District, and the programs and services of SBID supplement and do not substitute for those services;

NOW THEREFORE, in furtherance of the purposes of the Enabling Act and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the CITY and SBID hereby agree as follows:

AGREEMENT

ARTICLE I: TERM

1.1. Subject to the provisions of this Agreement for Amending the Agreement or for terminating the Agreement, the term of this Agreement is for three years from its effective date, set forth on page 1.

1.2. This Agreement succeeds and replaces all previous agreements and Memorandum of Understanding of any kind between the parties.

1.3. Nothing contained herein shall limit the rights of the members of SBID from dissolving the SBID, as provided by the enabling act.

ARTICLE II: APPROPRIATION

2.1. Funding for this agreement is subject to the appropriation by the City of sufficient funds to perform the obligations, including appropriation for sufficient staff.

Attachment: Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc.,

Attachment: Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc.,

ARTICLE III: DEFINITIONS

3.1. "Agreement" means this Memorandum of Understanding between the City and SBID.

3.2. "City Basic Services" means supplemental services (as defined by M.G.L. c. 40 O, section 1) as the provision of programs, public services, activities, amenities, or information in addition to the standard governmental services which the City is authorized to perform or to provide. Descriptions of City Basic Services are provided in Appendices to this Agreement.

3.3. "SBID Basic Services" means services to be provided, performed, and funded by SBID within the District which are to be in addition to and to complement the City Basic Services. Descriptions of SBID Basic Services are provided in Appendices to this Agreement.

3.4. "District" means the area within the geographic boundaries in downtown Springfield established as the SBID and as designated in the SBID Improvement Plan, approved in accordance with the statute.

3.5. "Fee" means the payment by members of SBID for services or improvements specified in the Improvement Plan.

3.6. "Improvement Plan" means the strategic plan for SBID which sets for the supplemental services and programs, revitalization strategy, budget, and fee structure, as well as the management entity for SBID and which was approved by the Springfield City Council as part of the creation of SBID, and any amendments and updates thereto.

3.7. "Springfield" shall mean the area within the geographic boundaries of the City of Springfield.

ARTICLE IV: BASIC SERVICES

4.1. The City shall, subject to appropriation and available staff, and in the absence of circumstances as described in this Agreement, provide, within the District, the City Basic Services as detailed in Appendix A, which is incorporated herein by reference.

4.2. The SBID shall, in the absence of circumstances as described in this Agreement, provide, within the District,

the SBID Basic Services as detailed in Appendix B, which is incorporated herein by reference.

4.3. The City agrees that, except being subject to appropriation and available staff, no permanent decrease in City Basic Services will occur within the District unless there is an overall decrease in services necessitated by changes in funding, policy, or resources, and then only in proportion to the decrease implemented throughout Springfield. The City, by the appropriate department head, shall provide notice to SBID of a decrease in Basic Services. Notice shall be pursuant to Article IX of this Agreement.

4.4. The City agrees that, except being subject to appropriation and available staff, no suspension of City Basic Services will occur within the District except due to a financial or an emergency condition and unless there is an overall suspension in services necessitated by changes in funding, policy, or resources, and then only in proportion to the suspension implemented throughout Springfield. The City, by the appropriate department head, shall provide notice to SBID of a suspension in Basic Services. Notice shall be pursuant to Article IX of this Agreement.

4.5. At its option, the City may match with increases of services in the District any increase in similar services generally throughout Springfield, in proportion to increases implemented elsewhere within Springfield.

4.6. SBID agrees that it shall not decrease SBID Basic Services within the District without fifteen calendar days prior notice to the City. Notice shall be pursuant to Article IX of this Agreement.

4.7. SBID agrees that no suspension of SBID Basic Service will occur within the District except due to a financial or an emergency condition. SBID shall give notice of a financial condition at least fifteen calendar days prior to the suspension and as soon as practicable in case of an emergency. Notice shall be pursuant to Article IX of this Agreement.

4.8. The City's agreements herein shall not supersede any obligation of the City pursuant to the United States or Massachusetts Constitution, the City Charter, applicable

Attachment: Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc.,

federal, state, or local law or ordinance, or the lawful order of a court of competent jurisdiction.

4.9. SBID'S agreements herein shall not supersede any obligation of SBID pursuant to the United States or Massachusetts Constitution, the City Charter, applicable federal, state, or local law or ordinance, or the lawful order of a court of competent jurisdiction.

4.10. In the event of an emergency declared by the Mayor of the City of Springfield or by the Governor of the Commonwealth of Massachusetts, all City Basic Services may be discontinued or reduced, in all or in part of the District, notwithstanding the continuation of such services elsewhere in Springfield.

4.11. To the extent necessary, the City authorizes the SBID to engage in the SBID Basic Services identified herein, within the public streets, roads, and sidewalks of the District to the extent needed to perform the services but only to the extent permitted by Law and the enabling act. No authorization is given as to private areas, including alleys. It is the responsibility of SBID to determine whether an area is private property. If so requested, SBID will request prior approval for activities from the appropriate City Department head.

ARTICLE V: FUNDING, MARKETING, AND CAPITAL IMPROVEMENTS

5.1. The City is a property owner in the District and is exempt from the Fees which will be assessed to participating property owners in the District.

5.2. As a property owner and as a representative of the citizens of Springfield, the City will benefit from the enhancements and basic services of the SBID Improvement Plan within the District.

5.3. Subject to prior appropriation, including available staff, the City agrees to work with SBID to provide implementation of capital improvements as described in Appendix C. (At this time there are no capital improvements listed in Appendix C.) SBID shall take the responsibility of proposing capital improvements and setting up meetings to discuss implementation of such improvements with the City.

Attachment: Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc.,

5.4. The City agrees that for Fiscal Year 2015 (7/1/14 - 6/30/15), and each subsequent fiscal year of the life of this agreement, subject to appropriation, including appropriation for staff, the City will provide the following funding to SBID, totaling **$70,000.00**:

a. funds not to exceed the sum of **$45,000.00** will be provided to SBID by the City, use of said funds to be restricted and used only for public safety initiatives in coordination with the Police Commissioner or for capital improvements approved and authorized by the City, with due consideration given to prior funds provided to SBID for capital improvements and plans for capital improvements approved by the City; and

b. funds not to exceed the sum of **$25,000.00** will be provided to SBID by the City, use of said funds to be restricted and used only for marketing.

c. Nothing in this Agreement precludes SBID from applying for and receiving other funds from the City such as grant funds, including CDBG grant funds, each application to be considered on its merits on a case by case basis.

d. The City is not obligated to make any other payment of funds to SBID.

ARTICLE VI: IMPROVEMENT PLAN

6.1 Pursuant to M.G.L. c. 40 O, section 1, the SBID shall update the SBID Improvement Plan every three years and mail or deliver a copy of the updated plan to

a. each member of SBID;
b. the Chief Development Officer of the City;
c. the President of the City Council; and
d. the Mayor of the City of Springfield.

Upon execution of this Agreement, the SBID shall mail or deliver a copy of the latest SBID Improvement Plan to

a. the Chief Development Officer of the City;
b. the President of the City Council; and
c. the Mayor of the City of Springfield.

6.2 (1). **COORDINATION MEETING:** It shall be the responsibility of SBID to initiate and set up Coordination

Attachment: Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc.,

meetings. The City and SBID, through their representatives, shall meet no less than quarterly at a Coordination Meeting to monitor the compliance, responsiveness, and effectiveness of the terms of this Agreement. The quarterly Coordination Meetings shall be a method for SBID and the City to regularly communicate as to concerns regarding the SBID.

6.2 (2) SBID shall contact the Office of the Mayor to initiate setting up each quarterly meeting, which meetings will be hosted by the Mayor.

6.2 (3) The City may assign staff persons from the following City departments to attend the Coordination Meeting: Parks, Buildings, and Recreation Management; Treasurer/Collector, Department of Public Works, Housing Department, and Springfield Police Department. At this time the following City positions are assigned:

a. The City Treasurer-Collector, or his designee
b. A Deputy Police Chief to be designated by the Police Commissioner
c. The Director Parks, Buildings and Recreation Management, or his designee
d. The Director of the Dept. of Public Works, or his designee
e. The Chief Development Officer, or his designee
f. A representative from the Office of Housing, designated by the Director

ARTICLE VII: AMENDMENTS & MODIFICATIONS & TERMINATION

7.1. At the request of either party, the Mayor and the Board of Directors of SBID shall meet during the first quarter of the calendar year to review the terms, conditions, and purposes of this Agreement.

7.2. This Memorandum of Understanding, including any Appendices hereto, may be amended to reflect improved means and methods of delivery of services to the District or to reflect any other amendments or modifications to this Agreement only by a written agreement duly executed on behalf of the City and SBID.

Attachment: Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc.,

7.3. Either party may terminate this Agreement for convenience by thirty (30) calendar days written notice to the other party.

7.4. Either party may terminate this Agreement for cause immediately providing notice that is reasonably practicable for the circumstance. "Cause" is defined as any breach of this Agreement or any reason in the best interest of the City.

7.5. Upon termination under either 7.3 or 7.4, all obligations of both parties under this Agreement shall cease as of the date of termination. The parties shall agree as to the amount and payment of any refund that may be due to the City. If the parties fail to agree, paragraph 10.8 shall control.

ARTICLE VIII: INSURANCE and INDEMNITY

8.1. SBID agrees to fully indemnify, defend, and hold harmless the City from all claims and demands of any kind arising out of the acts or omissions of SBID, its agents, contractors, or other persons for whose conduct it is legally responsible, or for SBID'S obligations in this Agreement.

8.2. SBID agrees to maintain the following insurance during the existence of this Agreement:

a) For all employees or consultants working in Massachusetts, Worker's compensation and employer's liability insurance as required by the Commonwealth of Massachusetts.

b) Comprehensive automobile and vehicle liability insurance covering claims arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with not less than $1,000,000 single limits and $2,000,000.00 aggregate limits.

c) Commercial general liability insurance covering claims arising out of or based on an act or omission of the SBID or of any of its employees, agents, subcontractors, or persons for whose conduct SBID is legally responsible, with not less than $1,000,000 single limits and $2,000,000.00 aggregate limits.

Attachment: Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc.,

The insurers must be authorized to do business in Massachusetts. A Certificate of Insurance evidencing such coverage shall be attached to this Agreement as Exhibit #1, which shall include the City as an additional insured.

8.3. The City shall be named as an additional insured with respect to liabilities hereunder in insurance coverages identified in items "b" and "c", and SBID waives subrogation against the City as to said policies. The policies will provide that they will not be cancelled without 30 days prior notice to the City

8.4. The City is a self-insured municipality and is not required to procure or maintain insurance of any kind. Nothing in this Agreement is meant to enlarge or change the extent of the City's liability which shall be limited and governed by the provisions of Massachusetts law regarding immunities, procedural and monetary limitations, including but not limited to M.G.L. c. 258.

ARTICLE IX: NOTICES

Any request or notice regarding this Agreement shall be deemed to be delivered on the date of delivery when delivered in person during normal business hours or on the date indicated by the U.S. Postal Service postal receipt of a mailing sent certified mail, return receipt requested, postage prepaid, or the date of receipt provided in writing during normal business hours by a recognized delivery service.

To the City, as follows:

Mayor Domenic J. Sarno
36 Court Street, Room 214
Springfield, Massachusetts 01103

With a copy to

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

With a copy to

Attachment: Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc.,

Chief Development Officer
70 Tapley Street
Springfield, Massachusetts 01104

To SBID, as follows:

Frank Crinella, Jr. Chairman
Springfield Business Improvement District
1441 Main Street
Springfield, Massachusetts 01103

With a copy to

Don Courtemanche, Executive Director
Springfield Business Improvement District
1441 Main Street
Springfield, Massachusetts 01103

ARTICLE X: MISCELLANEOUS PROVISIONS

10.1. No member, official, representative, contractor, or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any such member, official, representative, contractor, or employee participate in any decision relating to this Agreement which affects his financial interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested. No member, official representative, contractor, or employee of the City shall be personally liable to SBID or any successor in interest in the event of any default or breach by the City.

10.2. No member, official, representative, contractor, or employee of SBID shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, representative, contractor, or employee participate in any decision relating to this Agreement which affects his personal interests or the interest of any corporation, partnership, or association in which he is directly or indirectly interested. No member, official, representative, contractor, or employee of the SBID shall be personally liable to the City or any successor in

Attachment: Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc.,

interest in the event of any default or breach on the part of the SBID.

10.3. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the Agreement shall be valid and shall be enforced to the fullest extent of the law.

10.4. Nothing contained in this Agreement shall be construed to confer upon any other party any rights including those of a third party beneficiary.

10.5. This Agreement may not be assigned by the City or by SBID without the prior, written approval of the other.

10.6. SBID hereby warrants and represents that the person or persons signing this Agreement on behalf of SBID have been duly authorized and directed by SBID to execute this Agreement and to bind SBID to the obligations contained in this Agreement, and to affix the SBID corporate seal to this Agreement.

10.7. During the performance of this Agreement, SBID agrees that it will not discriminate against any applicant for employment or membership because of race, color, religion, gender, age, sexual orientation, disability, family status, national origin, or any illegal discrimination. SBID will take affirmative action to ensure that applicants and employees are treated without regard to their race, color, religion, gender, age, sexual orientation, disability, family status, national origin, or in any illegally discriminatory manner. In the event of SBID'S noncompliance with the nondiscrimination clauses of this Agreement or with any such laws, rules, regulations, or order, this Agreement may be canceled, terminated, or suspended in whole or in part.

10.8. This Agreement shall be governed by and construed under and enforced in accordance with Massachusetts law. Any claim or action arising under or relating to this Agreement may be brought only in the Superior Court of Hampden County (except for claims of the City of a value of less than $25,000.00 which claims may be brought in the Springfield District Court) or in the United States District Court for the Western District of Massachusetts, all sitting in Springfield, Massachusetts.

Attachment: Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc.,

In Witness Whereof, the City of Springfield and the Springfield Business Improvement District have hereunto set their hands and seals on this Agreement as of the latest date set forth below.

SPRINGFIELD BUSINESS IMPROVEMENT DISTRICT, INC.

By: _____
(print name)
Title: _____
Date Signed: _____

CITY OF SPRINGFIELD:

_____
Chief Development Officer
Date Signed _____

Approved as to Appropriation:

_____
City Comptroller
Date signed _____

Reviewed:

_____
Chief Procurement Officer
Date Signed _____

Approved as to Form:

_____
City Solicitor
Date Signed: _____

Reviewed

_____
Chief Administrative & Financial Officer
Date Signed: _____

Approved:

_____
DOMENIC J. SARNO
Mayor
Date Signed: _____

Attachment: Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc.,

APPENDIX A - CITY BASIC SERVICES

The provision of all City Basic Services is subject to prior appropriation, including appropriation for sufficient staff.

The City, by the appropriate department head, shall provide notice to SBID of a decrease in Basic Services. Notice shall be pursuant to Article IX of this Agreement.

APPENDIX A - 1 TREASURER/COLLECTOR:

The City Treasurer/Collector will provide the following billing and collection services:

1. All reasonable billing services, including the identification and maintenance of a register of all properties within the District, the preparation and mailing of bills for SBID fees, and the inclusion of SBID reports and summaries in any material included with an annual, or more frequent, billing.

2. The City agrees, through its Treasurer's/Collectors Office, to collect the fees and transmit all amounts collected not less than bi-weekly in the first four months of the fiscal year, or part thereof covered by a billing, and monthly during the balance of the year, to SBID by check to an account maintained at a local bank to be designated by SBID.

3. Collection and delinquency reports shall be provided upon request by SBID, but no more frequently than monthly. In addition, the City shall follow its customary procedures in collecting and enforcing claims against delinquent taxpayers in connections with collection of the fees (See M.G.L. c. 40 0, section 8).

4. Within one hundred and eighty days of the end of the fiscal year, SBID, at its own expense, shall undertake and complete an annual audit, certified by a certified public accountant, of the revenues generated, grants, donations, and gifts received by the SBID and its losses, expenses, and disbursements. Within said one hundred and eighty days, the certified audit shall be placed on file with the City Treasurer/Collector and shall be a public record.

Attachment: Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc.,

Attachment: Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc.,

APPENDIX A - 2: DEPARTMENT OF PUBLIC WORKS

1. The City will sweep the Metro Center District twice monthly except during the winter snow season. The geographic boundaries of the Metro Center District will be defined by agreement of SBID and the Director of Springfield Department of Public Works.

2. The City will sweep on reasonable dates and times to be coordinated in advance between the SBID and the Department of Public Works.

3. During the winter snow season, the City may at its option perform sweeping in the sweep zone, weather and above freezing temperature permitting.

4. The City will dedicate a garbage crew to empty all barrels in the Metro Center District, once per week, on either Tuesday or Friday. If either day is a holiday, then trash pick up will be coordinated between the SBID and the Department of Public Works. The City will provide this service once per week during winter months and twice per week from May 1st through September 30th for summer months.

5. If resources allow, new or replacement barrels will be purchased by SBID. The City Department of Public Works must give prior approval to any new location of any trash barrels. Upon reasonable notice of SBID to the City by written notice to Chris Cignoli, Director, Springfield Department of Public Works, the City shall install the new or replacement barrels. If resources allow, the City DPW will purchase new or replacement barrel liners as the need arises.

6. Upon notice by SBID to the City, by written notice to Chris Cignoli, Director of Springfield Department of Public Works, of non-functioning lighting instruments, the City agrees to notify WMECO of same. The City agrees to work cooperatively with SBID to attempt to maintain lighting in the District in good working condition.

7. The City will work cooperatively with the SBID regarding unattended shopping carts within the District.

8. Following SBID Stearns Square Thursday evening events, the SBID is responsible for cleaning the area, bagging all refuse, and piling refuse on sides of Stearns Square. The

DPW will pick up the refuse as part of its regular Friday trash pick up.

The DPW will coordinate with the SBID for the removal of solid waste and litter following other SBID events.

9. SBID's current status of access to the City landfill for disposal of all solid waste collected within the District and for disposal of landscaping debris collected seasonally shall continue during the term of this Agreement.

10. The SBID will be responsible for snow removal strictly for the purposes of opening crosswalk entrances to allow for safe passage of pedestrians.

APPENDIX A - 3: SPRINGFIELD POLICE DEPARTMENT

The following list of services is based upon current existing conditions at the time of drafting this list. This list of services may change, dependent upon a change in circumstances.

1. During the time when snow removal operations are being performed by the City, the SBID may request towing of illegally parked vehicles, by notice to the Springfield Police Department Commanding Officer (787-6325).

2. SBID will notify the City, by notice to the Ordinance Squad, Springfield Police Department (787-6341), of any unshoveled sidewalks in the District. The City will investigate the report of unshoveled sidewalks and if appropriate issue tickets therefore in accordance with the results of the investigation and the law.

3. SBID and the Springfield Police Department will work cooperatively to implement and maintain COMNET. The Springfield Police Department will make COMNET available for the SBID to utilize if necessary.

4. SBID and the Springfield Police Department will work cooperatively to implement and maintain the use of camera surveillance of public areas within the SBID District.

APPENDIX A - 4: PARKS DEPARTMENT

Attachment: Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc.,

The Parks Department shall provide seasonally appropriate maintenance and landscaping to City public parks with the SBID.

The Parks Department will provide base line services to the following parks:

1. Pynchon Plaza
2. Boland Statute Monument
3. Stearns Square
4. Duryea Way
5. Apremont Triangle
6. Gateway at Memorial Bridge
7. Court Square/First Church.

Base line Services include (within the parks):

- Litter and trash removal inside the parks as appropriate with best efforts of once every three days.
- Spring and fall clean-up, including leaf removal.
- Mowing approximately 12 times per growing season.
- Trimming approximately 6 times per growing season.
- Snow removal inside the parks with best efforts of within 24 hours of an accumulated snow event.
- Provision of flower planter pots at various locations on streets, gateways, and visitor areas.
- As needed and appropriate, mulching, weeding, plantings, and pest management of park areas.
- Support flag and banner hanging and removal as appropriate.

APPENDIX A – 5: HOUSING DEPARTMENT

SBID may report incidents of graffiti to the City of Springfield Housing Department Graffiti Remediation Program. Reports of graffiti may be made to Michael Cass (413-313-2117) who will make his best efforts to respond to the request within five (5) business days.

Attachment: Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc.,

APPENDIX B - SBID BASIC SERVICES TO BE PROVIDED AT THE SOLE EXPENSE OF SBID

Springfield Business Improvement District, Inc. (SBID) SHALL COOPERATE AND COMPLY WITH REASONABLE REQUESTS FROM APPROPRIATE CITY DEPARTMENT HEADS REGARDING SBID BASIC SERVICES

1. Coordinating in advance with the Springfield DPW regarding the twice monthly street sweeping of the District, it shall be the responsibility of SBID to push sidewalk litter and debris to the inside curbing of streets in the sweep zone in a timely manner to be swept by the City in the sweeping of the sweep zone. If required to do this, SBID shall require that its members cooperate in performing this activity.

2. It shall be the responsibility of SBID to monitor and promptly empty any barrels that are filled up or overflowing and are not expected to be promptly emptied by the City by its Monday and Friday emptying schedule and to properly dispose of the barrel contents as required by DPW.

3. It is the responsibility of SBID to notify the City, by notice to Clean City (787-7962) and Springfield Police Ordinance Squad (750-2371) of any illegal dumping activity in the District and to cooperate with any City investigation or prosecution of the matter.

4. If its resources will allow, SBID will purchase necessary or desirable replacement or additional barrels. Location of all barrels must be approved, in advance, by Springfield DPW. If its resources will allow, the Springfield DPW will purchase new or replacement barrel liners.

5. **Subject to any requested prior approval from appropriate City Departments,** SBID shall supplement services provided by the City by performing the following and any additional acts approved by the City:

a. Tree plantings in coordination with City Parks Department;
b. Cleaning of painted fire hydrants, poles, and street signs
c. Power washing of sidewalks
d. Landscaping, as seasonally appropriate, for planters and hanging baskets

Attachment: Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc.,

e. Guides and similar hospitality services
f. Public street cleaning (note: alleys are private property and not subject to public street cleaning)
g. Trash collection, supplementing the City's twice weekly barrel collection.

6. SBID agrees to operate a supplemental graffiti removal program to remove or repaint any graffiti discovered within 5 days of notice to SBID by notice given to its Executive Director. SBID shall comply with all laws in implementing graffiti removal and coordinate with the City Office of Housing graffiti removal program.

7. The SBID shall, at the start of each winter season, provide written notice or reminder notice to each SBID member of obligations regarding parking and sidewalk clearing.

8. The SBID agrees to monitor the lighting in the District and to work cooperatively with the City to attempt to maintain lighting in the District in good working condition.

9. SBID agrees to work cooperatively with the Springfield Police Department regarding COMNET.

10. SBID agrees to work cooperatively with the Springfield Police Department regarding use of surveillance cameras in public areas in the District.

11. SBID agrees to cooperate with the Springfield Office of Housing and its procedures regarding cleanup, demolition, boarding, securing, removal of unregistered motor vehicles, and similar clean up and code enforcement as to real property.

12. SBID shall work cooperatively with the City regarding the removal of unattended shopping carts in the District.

13. It shall be the responsibility of SBID to perform marketing and media relations to promote the downtown Springfield area, focusing on events in the Metro Center District. SBID must work with the City Chief Development Officer and must receive prior approval for all marketing and media relations provided through funds provided to SBID by the City.

Attachment: Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc.,

14. The SBID will work with the City Departments regarding matters and issues concerning obligations contained in this Agreement in the quarterly coordination meetings of SBID and City Department designees to be arranged by SBID and hosted by the Mayor of Springfield.

15. Subject to approval by the City, SBID may perform reasonable, feasible, and needed sidewalk replacements that are requested by SBID and for which the parties agree that all costs of the replacement will be funded in advance one-half by SBID and one-half by the adjacent property owner. The City will participate in sidewalk repairs and replacement as funding allows.

Attachment: Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc.,

APPENDIX C - CAPITAL IMPROVEMENT PROJECTS

At the time of execution of this Agreement there are no capital improvement projects planned.

SBID shall work in cooperation with the City Chief Development Officer in suggesting, developing, and implementing Capital Improvement Projects.

This Appendix may be amended by agreement of both parties if they reach an agreement as to capital improvement projects to occur in the future

Attachment: Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc.,

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2844

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of 92 Mill Street to Demetrios N. Panteleakis (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to land, with building thereon, located in Springfield, Massachusetts known as 92 Mill Street 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 Procurement solicited request for proposals for the purchase and redevelopment of said property pursuant to RFP (Bid) Number 15-080; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee has accepted the proposal submitted by Demetrios N. Panteleakis.

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 Demetrios N. Panteleakis for the transfer of title to 92 Mill Street for consideration of One Thousand and 00/100 Dollars ($1,000.00) in substantially the same form as the draft deed attached hereto.

RESULT:	**ADOPTED [12 TO 0]**
MOVER:	E. Henry Twiggs, Ward 4 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton
ABSENT:	Kateri B. Walsh

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 paid of **ONE THOUSAND AND 00/100 DOLLARS ($1,000.00)**, grants to **DEMETRIOS N. PANTELEAKIS,** ("Grantee"), of 1104 Worthington Street, Springfield, Massachusetts 01109, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

Land, with building thereon, known as **92 Mill Street (Parcel-ID # 08675-0039)** and supposed to contain about 9013 square feet, more or less.

Being the same parcel described in an Instrument of Taking dated August 3, 2009, and recorded in Hampden County Registry of Deeds, Book 17989, Page 282; being the same parcel foreclosed by Judgment of the Land Court entered January 24, 2011, in Case No.: 10 TL 140561, and recorded in Hampden County Registry of Deeds, Book 18690, Page 509; being the same parcel described in a Quitclaim Deed from the City of Springfield to Shah Property Corporation recorded February 13, 2012, in Hampden County Registry of Deeds Book 19118, Page 453; and also being the same parcel described in a Reverter Deed from Shah Property Corporation to the City of Springfield recorded September 30, 2013, in Hampden County Registry of Deeds Book 20038, Page 273 (hereinafter referred to as the "Property").

The Property is sold pursuant to Chapter 30B of the Massachusetts General Laws and is conveyed subject to the following conditions, restrictions, or covenants ("hereinafter called Protective Restrictions") which are to be taken and construed as running with the Property and are to be binding upon said Grantee, his successors, assigns, grantees, and lessees unless released by the Grantor:

(1) The Property is being sold "as is" and the Grantee takes responsibility for any and all environmental conditions upon transfer of title; (2) The Property is subject to an exterior preservation deed restriction in perpetuity requiring the approval of the Grantor's Historical Commission for any exterior building alterations; (3) Prior to any exterior on-site work, the Grantee must meet with the Grantor's Office of Planning & Economic Development for a site plan review of final landscaping and on-site parking plans including fences. No tree removal or site plan alterations shall be made prior to this approval; (4) The Property shall be used solely for a two-family residence; (5) The Grantee must submit a certificate of occupancy for a two family residence use to the Grantor's Office of Planning & Economic Development within one year from the date of recording of this Quitclaim Deed; (6) The Grantee agrees that rehabilitation of the Property shall be undertaken to ensure it meets, in the sole discretion of the Grantor, Federal Housing Quality Standards; (7) Rehabilitation of the Property and any accompanying landscaping, fencing, and paving shall be completed by the Grantee within one year from the date of recording of this Quitclaim Deed; (8) The Grantee cannot sell the Property until the

Attachment: Deed 92 Mill St. (2844 : Sale 92 Mill St.)

rehabilitation work and all other required work is completed and approved by the Grantor's Office of Planning & Economic Development; (9) The Grantee agrees that the Property shall be his principal place of residence for a period not less than five years or that he will sell the Property after rehabilitation is completed to an owner who agrees to use the Property as a principal place of residence for a period not less than five years, but this restriction shall terminate upon a lender's foreclosure of its mortgage or by a deed in lieu of foreclosure should same occur, and this condition shall only apply to the purchaser of the Property from the Grantee and not apply to subsequent purchasers or owners of the Property; (10) All excess trash, brush, rubbish, and debris shall be cleared from the Property by the Grantee within one month from the date of recording of this Quitclaim Deed; and (11) If the Grantee violates the Protective Restrictions or any term and condition of sale, the Grantor reserves the right to revert the Property back to city ownership at no cost and for no consideration. At closing, the Grantee shall execute a Reverter Deed to the Grantor which shall be held in escrow by the Grantor pending satisfaction of the Protective Restrictions. If the Reverter Deed has not been recorded within two years from the date of recording of this Quitclaim Deed, then the Grantor's right of reverter shall be deemed to have lapsed. Prior to recording the Reverter Deed, the Grantor shall provide written notice via certified mail to the Grantee of his violations of the Protective Restrictions and a sixty day opportunity to cure said violations.

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

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

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

IN WITNESS WHEREOF, the said **CITY OF SPRINGFIELD** has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by Domenic J. Sarno, its Mayor, hereto duly authorized, this _____ day of _____, 2014, executing this instrument by authority granted by Chapter 40, Section 3 of the Massachusetts General Laws and by Order passed by its City Council on_____, and attached hereto as Exhibit "A".

CITY OF SPRINGFIELD

By_____
Domenic J. Sarno, Mayor

Attachment: Deed 92 Mill St. (2844 : Sale 92 Mill St.)

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss. Springfield, Massachusetts

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

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

Attachment: Deed 92 Mill St. (2844 : Sale 92 Mill St.)

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2845

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of NS Queen St. (10005-0003) and NS Walnut St. (11952-0170) to Juan M. Cotto and Carmen I. Cotto (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to two (2) parcels of vacant land located in Springfield, Massachusetts known as North Side Queen Street (Parcel-ID #10005-0003) and North Side Walnut Street (Parcel-ID # 11952-0170) through tax title foreclosure proceedings in Land Court; and

WHEREAS, the Tax Title Custodian determined that said properties are 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 properties pursuant to the Abutter Lots Sales Program of the City of Springfield; and

WHEREAS, the application submitted by Juan M. Cotto and Carmen I. Cotto a/k/a Carmen E. Cotto, owners of abutting parcels at 18 Queen Street (Parcel-ID # 10005-0005) and North Side Queen Street (Parcel-ID # 10005-0004), was accepted by the Abutter Lots Sales Program Committee.

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 Juan M. Cotto and Carmen I. Cotto a/k/a Carmen E. Cotto for the transfer of title to North Side Queen Street (Parcel-ID # 10005-0003) and North Side Walnut Street (Parcel-ID # 11952-0170) for consideration of Five Hundred Ninety-Four and 20/100 ($594.20) in substantially the same form as the draft deed attached hereto.

RESULT:	**ADOPTED [12 TO 0]**
MOVER:	Melvin A. Edwards, Ward 3 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton
ABSENT:	Kateri B. Walsh

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 **FIVE HUNDRED NINETY-FOUR AND 20/100 DOLLARS ($594.20)**, grants to **JUAN M. COTTO and CARMEN I. COTTO a/k/a CARMEN E. COTTO** ("Grantees"), husband and wife as Tenants by the Entirety and not as Tenants in Common, both of 18 Queen Street, Springfield, Massachusetts 01109, with **QUITCLAIM COVENANTS**, two (2) parcel of land in said Springfield, described as follows:

PARCEL I

Land now known as **North Side Queen Street (Parcel-Id # 10005-0003),** formerly with building thereon and formerly known as 10-12 Queen Street, and being the parcel described in a deed dated October 26, 1971, and recorded in Hampden County Registry of Deeds, Book 3653, Page 6, and supposed to contain about 1915 square feet; and being the same premises described in an Instrument of Taking dated February 13, 1979, and recorded in Hampden County Registry of Deeds, Book 4739, Page 87; and also being the same parcel foreclosed by Judgment of the Land Court entered September 26, 2006, in Case No.: 05 TL 132365, and recorded in Hampden County Registry of Deeds, Book 16268, Page 82; and being more particularly bounded and described in Exhibit A attached hereto and made a part hereto.

PARCEL II

Land now known as **North Side Walnut Street (Parcel-Id # 11952-0170),** formerly with building thereon and formerly known as 209 Walnut Street, and being the parcel described in a deed dated September 27, 1974, and recorded in Hampden County Registry of Deeds, Book 4047, Page 264, and supposed to contain about 4027 square feet; and being the same premises described in an Instrument of Taking dated June 28, 1977, and recorded in Hampden County Registry of Deeds, Book 4456, Page 278; and also being the same parcel foreclosed by Judgment of the Land Court entered April 6, 2007, in Case No.: 05 TL 132369, and recorded in Hampden County Registry of Deeds, Book 16660, Page 528; and being more particularly bounded and described in Exhibit B attached hereto and made a part hereto.

Parcels I and II are hereinafter referred to as the "Properties".

This 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 Properties and which shall be enforceable by the City of Springfield:

Attachment: Deed Queen/Walnut (2845 : Sale Queen/Walnut)

(1) The Properties must be combined with the abutting parcels owned by the Grantees at 18 Queen Street (Parcel-ID # 10005-0005) and NS Queen Street (Parcel-ID # 10005-0004) within three months from the date of transfer of title; (2) The Properties may be used solely as a garden and/or garage to an immediate adjacent parcel; and (3) All excess trash, brush, rubbish and debris shall be cleared from the Properties 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 Properties or appurtenant thereto.

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

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

IN WITNESS WHEREOF, the said **CITY OF SPRINGFIELD** has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by Domenic J. Sarno, its Mayor, hereto duly authorized, this _____ day of_____, 2014, executing this instrument by authority granted by Chapter 40, Section 3 of the Massachusetts General Laws and by Order passed by its City Council on_____, 2014, and attached hereto as Exhibit C.

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

114478

Attachment: Deed Queen/Walnut (2845 : Sale Queen/Walnut)

EXHIBIT A

Certain real estate situated in Springfield, Hampden County, Massachusetts, being more particularly bounded and described as follows:

Beginning at a point in the northerly line of Queen Street, distant easterly seventy-six and 67/100 (76.67) feet from the easterly line of Walnut Street, and running thence

NORTHERLY	at right angles with Queen Street, about fifty-three (53) feet to land now or formerly of A. Perry Haynes; thence
EASTERLY	on last named land, thirty-six (36) feet to a bound; thence
SOUTHERLY	at right angles with Queen Street, about fifty-three (53) feet to a point in the northerly line of Queen Street, distant easterly thirty-six (36) feet from the place of beginning; and thence
WESTERLY	on Queen Street, thirty-six (36) feet to the place of beginning.

Attachment: Deed Queen/Walnut (2845 : Sale Queen/Walnut)

EXHIBIT B

Certain real estate situated in Springfield, Hampden County, Massachusetts, being more particularly bounded and described as follows:

Beginning at the Northerly corner of Walnut and Queen Streets, and running thence

EASTERLY	on Queen Street, seventy-six (76) feet; thence
NORTHERLY	at right angles with Queen Street, fifty-three (53) feet to land supposed to be of a Perry Hayes; thence
WESTERLY	on last named land about seventy-six (76) feet to Walnut Street; and thence running
SOUTHERLY	on Walnut Street, fifty-three and three-twelfths (53.3/12) feet to the place of beginning.

Attachment: Deed Queen/Walnut (2845 : Sale Queen/Walnut)