



City Council

Regular Meeting

~ Final ~

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

Michael A. Fenton

Monday, April 6, 2015

7:00 PM

Springfield City Hall -- Council Chambers

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

The following individual(s) spoke at public speak-out:

1. Neel Abdul-Hameed spoke relative to the City returning to its former Mayor and Alderman form of government so that the Mayor would not have all the power and City Council could have more say.

Call to Order

7:00 PM Meeting called to order on April 6, 2015 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

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

Moment of Silence - Pledge of Allegiance

A. Reports of Committee

Committee Report (ID # 3023)

Maintenance & Development

COMMENTS - Current Meeting:

From the City Council Maintenance and Development Committee - Department of Capital Assets Construction and DPW's Winter Recovery funding. Read and explanation given by

Councilor Melvin A Edwards, Chair of the Maintenance and Development Committee (Councilors Edwards, Concepcion, Walsh) met on March 31, 2015 and Chair Edwards stated that he did not have a quorum but he had a discussion with Peter Garvey, Director of Capital Assets Construction regarding the \$168 million in City projects over the next 5 years and Chris Cignoli Director of DPW regarding the receipt of additional winter funding such as Winter Recovery Assistance Funds in the amount of \$546,062 and additional Chapter 90 money in the amount of \$1.8 million. The Council received the Report by a majority voice vote with Councilor Walsh absent.

RESULT: RECEIVED REPORT

a. Report from Young Professional Committee

From the City Council Young Professional Special Committee - Read and an explanation was given by Councilor Justin Hurst, Chair of the Young Professional Special Committee have been meeting to discuss an event called "Springfield Restaurant Week" and asked Morgan Drewniany, Assistant Director of the Springfield BID to explain the concept and Ms. Drewniany said that Restaurant Week is a Pre-Fixe Dinner Menu for \$20.15 to dine in downtown or on the Riverfront restaurants with a two or three course meal and the kick-off press conference will held be April 21, 2015 at 10:30 am at City Hall either on the steps or inside if it rains and the week of the event will be April 23rd to May 2, 2015. Councilor Twiggs asked what restaurants are involved and Ms. Drewniany said only Red Rose and Max's Tavern are not participating. The Council received the Report by a majority voice vote with Councilor Walsh absent.

b. Report from the Committe of the Whole

From the City Council Committee of the Whole - MGM Casino training. Read and an explanation was given by Councilor Zaida Luna that the Committee of the Whole (Councilor Ramos, Rooke, Luna, Shea, Allen, Twiggs, Williams, Concpcion) met on April 2, 2015 to discuss a flyer going around stating that training for MGM Casimo jobs would only go to the disaster affect neighborhoods but the flyer was incorrect and put out by Springfield Technical Community College (STCC) in error and MGM has been removed from the flyer and the job training program will accept residents from all area of the City. The Council received the Report by a majority voice vote with Councilor Walsh absent.

c. Report from the State and Federal Eelation Committee

From the City Council State and Federal Relations Committee - State Funding Issues - Special Act - Snow and Ice Removal from Bus Stops. Read and explanation given by Councilor Bud L. Williams, Chair of the State and Federal Relations Committee (Councilors Williams, Edwards, Walsh) met on April 4, 2015 and Chair Williams stated that the Committee met with State Senator Eric Lesser to discuss school busing costs and lack of state funding because school busing is costing the City about \$24 to \$25 million per year; changes to the local aid formula for providing local aid to the City; and snow removal from bus stops and Senator Lesser said that nobody can tell if the General Court would pass the Special Act relative to snow and ice removal from bus stops. The Council received the Report by a majority voice vote with Councilor Walsh absent.

II. Informational

2. Informational (ID # 3020)

Jefferson Avenue - 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:

- Drawing Jefferson Ave. (PDF)
- 3-30-15 abutter notice CMA jefferson & Dwight (DOC)

RESULT: RECEIVED THE REPORT-PASSED

3. Informational (ID # 3012)

Everett Street- Discontinuance

COMMENTS - Current Meeting:

Read and Councilor President Fenton said he had some questions about the discontinuance of Everett Street and said he wanted a committee meeting to review the reasons for the discontinuance and Councilor Williams made a motion to refer to committee and was seconded by Councilor Allen.

ATTACHMENTS:

- Final Street Dic. Plan (PDF)
- Everett Street Report & Order (PDF)

RESULT: COMMITTEE

Next: 5/4/2015 7:00 PM

Motion To: A. Motion to Refer to Maintenance and Development Committee

COMMENTS - Current Meeting:

Councilor Williams made a motion to refer to the Maintenance and Development Committee and was seconded by Councilor Edwards and said motion passed by a majority voice vote with Councilor Walsh absent.

RESULT: REFER TO COMMITTEE

III. Grants

4. Order (ID # 3011)

Parks Trail Grant - No Match - \$77,551.63

COMMENTS - Current Meeting:

Read and an explanation was given by Patrick Sullivan, Director of Parks, Building and Recreation Management stated that the Order is to accept a grant from Mass Department of Conservation and Recreation "Recreational Trails Program Grant" for an additional \$29,346 yielding a total grant in the amount of \$77,551.63 to fund trail protection, construction, and stewardship projects throughout Commonwealth and the grant will be used in Forest Park for non-paved trails including accessibility, maintenance, and stability of the trails during inclement weather and the Order passed by a majority voice vote with Councilor Walsh absent.

ATTACHMENTS:

- dcr (PDF)

RESULT: PASSED BY VOICE VOTE**5. Order (ID # 3017)**

Park's Donations - No Match Required \$5,000

COMMENTS - Current Meeting:

Read and the Council accepted the donation in the amount of \$5,000 from The Children Home Study, Inc on behalf of the Park Department to be used to for the acquisition and installation of a "Welcome to Mason Square" sign as requested by the donor and the Order passed by a majority voice vote with Councilor Walsh absent without discussions because it is less than \$20,000.

ATTACHMENTS:

- mason square sign (PDF)

RESULT: PASSED BY VOICE VOTE**6. Order (ID # 3018)**

FY15 State Aid to Public Library Increase- No Match Required (\$4,886.28)

COMMENTS - Current Meeting:

Read and the Council accepted a State Aid to Public Libraries grant from the Mass Board of Library Commissioners on behalf of the Library Department in the amount of \$4,886.28 increase to be used for printing and binding, Library material, Library programs, professional development and salary and wages and the Order passed by a majority voice vote with Councilor Walsh absent and without discussions because it is less than \$20,000.

ATTACHMENTS:

- Libraries State Aid Increase (PDF)
- Original Grant Set Up Form (PDF)

RESULT: PASSED BY VOICE VOTE**7. Order (ID # 3008)**

Elders Donations - No Match Required \$2,949

COMMENTS - Current Meeting:

Read and the Council accepted a donation from the Greater Springfield Senior Services Inc on behalf of the Elders Affairs Department in the amount of \$2,949 the funds provided shall be used to support visually impaired elders and exercise nutrition and intends to use the \$1,380 to pay for a SMART TV with speech recognition features for the visually impaired and \$1,569 for 6 weeks course of Tai Chi, and how to buy healthy snacks, vegetables, and smoothies and the Order passed by a majority voice vote with Councilor Walsh absent and without discussions because it is less than \$20,000.

ATTACHMENTS:

- Elders-One Time Title III funds (PDF)

RESULT: PASSED BY VOICE VOTE**8. Order (ID # 3009)**

Springfield Food Policy Council School Nutrition Mini Grant Acceptance - No Match Required (\$1,500)

COMMENTS - Current Meeting:

Read and the Council accepted a Springfield Food Policy Council Nutrition Mini Grant from the Partners or a Healthier Community, Inc on behalf of the Health and Human Services Department in the amount of \$1,500 to conduct a community outreach project to convene a group of high school students to decide on a plan for outreach to a larger school community and the Order passed by a majority voice vote with Councilor Walsh absent and without discussions because it is less than \$20,000.

ATTACHMENTS:

- HHS Mini Grant (PDF)

RESULT: PASSED BY VOICE VOTE**9. Order (ID # 3003)**

Donation of Goods - Sampson Funeral Home

COMMENTS - Current Meeting:

Read and an explanation was given by Jan Denny, Director of the Department of Elder Affairs stated that the Order is to accept a donation of furniture from Sampson Funeral Home in the amount of \$15,372.74 on behalf of the Elders Affairs Department to furnish the new Hungry Hill Senior Center. Ms. Denny appeared with the following individuals; Linda Henley, Center Director, Marie Long, Mary Ann Rooke and Kathleen Boulders of the Hungry Hill Senior Center. Councilors Rooke, Ashe, Williams and Fenton praised John Sampson and the Sampson Family for their many years of donations to the City and citizens of Hungry Hill and the Order passed by a majority voice vote with Councilor Walsh absent.

ATTACHMENTS:

- Elders- Sampson Funeral Donation of Goods (PDF)

RESULT: PASSED BY VOICE VOTE**10. Order (ID # 3015)**

Donation Acceptance - No Match Required (\$250)

COMMENTS - Current Meeting:

Read and the Council accepted the donation in the amount of \$250 from Attorney Mary K. Eaton on behalf of the City Council ad-hoc Women Commission to be used towards the cost of the Women Commission's International Women Day event of Friday May 7, 2015 as requested by the donor and the Order passed by a majority voice vote with Councilor Walsh absent without discussions because it is less than \$20,000.

ATTACHMENTS:

- Atty Mary Eaton(PDF)

RESULT: PASSED BY VOICE VOTE**11. Order (ID # 3016)**

Donation Acceptance - No Match Required (\$250.00)

COMMENTS - Current Meeting:

Read and the Council accepted the donation in the amount of \$250 from Dorothy G. Lortie on behalf of the City Council ad-hoc Women Commission to be used towards the cost of the Women Commission's International Women Day event of Friday May 7, 2015 as requested by the donor and the Order passed by a majority voice vote with Councilor Walsh absent without discussions because it is less than \$20,000.

ATTACHMENTS:

- Dorothy Lortie (PDF)

RESULT: PASSED BY VOICE VOTE**IV. General Business****12. Special Act (ID # 2988)**

An Act for the Removal of Snow and Ice from Bus Stops Within the City of Springfield

HISTORY:

03/23/15

City Council

REFERRED TO COMMITTEE

Next: 04/06/15

COMMENTS - Current Meeting:

Read and explanation given by Councilor Bud L. Williams, Chair of the Health and Humans Services Committee (Councilors Williams, Luna, Twiggs) that the Special Act is asking the General Court to make the PVTA responsible for the snow removal from bus stops. Councilor Williams stated that he met with Police Department, DPW, Code Health, Disability Commission, PVTA and Law Department to discuss the maintenance of bus stops as the City ordinance is silent on who shall be responsible for the snow removal from

bus stops as the Ordinance only speaks to sidewalks and fire hydrants. Councilor Williams also said that Mayor had put up \$150,000 and with the help with Sheriff Department and PVTa cleared snow for bus stops for 2 weeks. Councilor Walsh said she want to hear from the PVTa. Mary MacInnes, Administrator of the PVTa spoke stating that the PVTa does not own the bus stops and she is not aware of any other Authority that removes snow and that the PVTa does not have the money or manpower for snow removal from 700 bus stops and it would violates State laws to make the PVTa responsible for the removal. Ms. MacInnes also said that the PVTa and the City are working on a solution and asked for more time so that a solution could be found before next snow season. Associate City Solicitor Anthony Wilson stated that current State laws only allows cities and towns to fine individual for failure to remove snow and ice from sidewalks and fire hydrants and if the General Court pass this Special Act it would make PVTa responsible for the removal. Councilor Walsh made a motion to refer to committee and was seconded by Councilor Edwards.

Read and explanation given by Councilor Bud L. Williams, Chair of the State and Federal Relations Committee (Councilors Williams, Edwards, Walsh) met on April 4, 2014 and Chair Williams stated that the Committee met with State Senator Eric Lesser to discuss school busing costs and lack of state funding or school busing that is costing the City about \$24 to \$25 million per year; changes to the local aid formula for providing local aid to the City; and snow removal from bus stops and Senator Lesser said that know one can tell if the General Court would pass the Special Act relative to snow and ice removal.

Councilor Williams requested that the matter stay in committee until the collaboration plan or we hear back from Senator Lesser and it was seconded by Councilor Edwards.

ATTACHMENTS:

- Memorandum for PVTa Special Act (DOC)

RESULT:

REFERRED TO COMMITTEE

Next: 5/4/2015 7:00 PM

Motion To: A. Motion to Refer to State and Federal Relations Committee

COMMENTS - Current Meeting:

Councilor Williams requested that the matter stay in committee until the collaboration plan or we hear back from Senator Lesser and it was seconded by Councilor Edwards and said motion passed by a majority voice vote with Councilor Walsh absent .

RESULT:

REFER TO COMMITTEE

13. Order (ID # 3013)

Order Authorizing Expenditure of Additional FY 2015 Chapter 90 Funds (\$1,820,208)

The Commonwealth of Mass. has released the remaining FY15 Chapter 90 local transportation aid funding to Springfield in the amount of \$1,820,208.00. (A street list for the FY 2015 Roadway Improvement Program is attached.)

COMMENTS - Current Meeting:

Read and an explanation was given by Chris Cignoli, Director of DPW that the City is accepting additional local transportation funds for FY15 in the amount of \$1,820,208 yielding a total FY15 appropriation of \$5,460,623 to provide payment to continue the City's

efforts to maintain and upgrade roadways system in the City with \$1,000,000 going to arterial and residential reconstruction; \$270,208 to design work; \$100,000 to roadway maintenance; \$50,000 to traffic signal improvements; \$350,000 to roadway maintenance equipment; and \$50,000 for in-house staff salaries. Councilor Allen asked about staff salaries amount and Mr. Cignoli said that the money is to pay the salary of 4 engineer in DPW to support design and road work. Councilor Ramos asked if there is a timeline for completion and Mr. Cignoli said all work should be done by November 1, 2015 and the Order was passed by the following roll call vote..

ATTACHMENTS:

- State Notice Increased Chapter 90 Allotment (PDF)

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

14. Order (ID # 3007)

Order Authorizing Expenditure of Winter Recovery Assistance Program (WRAP) FUNDS (\$546,062.00)

COMMENTS - Current Meeting:

Read and an explanation was given by Chris Cignoli, Director of DPW that the City is accepting "Winter Recovery Assistance Program (WRAP)" funding for FY15 in the amount of \$546,062 from MassDOT to provide payment to continue the City's efforts to maintain and upgrade roadways system in the City or for the patching of potholes, cracking and other surface defects including paving projects; repair and replacement of signage, guardrail, storm gates, or road striping and painting; and project identified through written agreement between MassDOT and the City. Mr. Cignoli said that the plan is to use the money for potholes and sectional street replacement such 200 to 400 feet of a roadway instead of the whole road with milling and overlay work. Councilors Twiggs and Williams asked if citizens should still be calling about potholes and to explain the different between cold and hot patch and Mr. Cignoli said that citizens should continue to call 311 and report potholes and that cold patch is temporary and the City has just started to use hot patch and all streets with cold patch will be revisited with hot patch with 3 full time crews and yard waste and leave pick-up starts around the 3rd week of April. Councilor Concepcion asked about the snow budget and how much has been spent and Mr. Cignoli said the budget was \$1.6 million and the City has spent \$2.6 million which included 9 snow plowing events and 14 sand and ice events and the Order was passed by the following roll call vote..

ATTACHMENTS:

- Chapter 90 - Pothole Allotment (PDF)

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

15. Order (ID # 3022)

Highway Safety Sustained Enforcement Program (STEP) Grant Increase - No Match
\$249,643.00

COMMENTS - Current Meeting:

Read and an explanation was given by Sgt. Brian Elliott, Grant Manager for the Police Department that the grant was from Mass Executive Office of Public Safety and Security "Highway Safety Sustained Enforcement Program (STEP) Grant" increase in the amount of \$249,821.50 to close the enforcement gap in Chapter 90 enforcement; coordinate overtime deployment will focus on chronic problems areas of the City and the Order passed by a majority voice vote with Councilor Walsh.

ATTACHMENTS:

- STEP ONTRT (PDF)

RESULT:	PASSED BY VOICE VOTE
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16. Order (ID # 2999)

Collective Bargaining Ratification - Building Inspectors

COMMENTS - Current Meeting:

Read and an explanation was given by Bill Mahoney, Director of Human Resources and Labor Relations that the Order is to approve the collective bargaining agreement between the City and Springfield Building Department Inspectors Association (12 employees) from the period July 1, 2014 through June 30, 2017 which was granted a 2% increase effective July 1, 2014; and a 2% increase effective July 1, 2015; and a 2% increase effective July 1, 2016 the requirement that all employees hired after January 1, 2014, are subject to the City ordinances regarding residency as revised, but can request a waiver under certain conditions and must wear khaki pants as part of their uniform effective 7-1-2015; a 37.5 or 40 hour work week; start time at 8:15 am to 4:30 pm or 7 am to 3:15 pm at the sole discretion of the Employer; Identification Cards; evaluations of employees; Bi-Weekly payroll; and Senior Inspector (3) increase in pay of \$25 per week effective 6-30-16. Bill Mahoney said the money is already in the budget for pay increases and khaki pant and the Order passed by the following roll call vote.

ATTACHMENTS:

- Building Insp TA Executed (PDF)
- Building Inspectors Report to City Council (PDF)
- CAFO Cert- Building Inspector Settlement (PDF)

RESULT:	ADOPTED [12 TO 0]
MOVER:	Timothy C. Allen, Ward 7 Councilor
SECONDER:	Clodo Concepcion, Ward 5 Councilor
AYES:	Ashe, Allen, Concepcion, Shea, Ramos, Rooke, Williams, Twiggs, Hurst, Edwards, Luna, Fenton
ABSENT:	Kateri B. Walsh

17. Resolution (ID # 3021)

Resolution Approving a City Investment Policy

COMMENTS - Current Meeting:

Read and an explanation was given by Steven Lonergan, Treasurer/Collectors stated that the Resolution is to adopt a written investment Policy in order to provide a clear understanding between the City and its Investment Managers, Financial Advisors, and Banking Institutions regarding the objectives, goals, risk tolerance, and investment guidelines established for the investment of City funds and to describe in writing the Office of Treasurer & Collector of Taxes, the public and the City staff the underlying logic and philosophy supporting this Statement. Councilor Allen asked what was the reason for the policy now and was it a result of something happening and Mr. Lonergan said no that Investment Managers and banking institutions want a written policy and the policy follows State laws General Laws, Chapter 44, Section 55, 55A & 55B that has 3 core values such as: safety - mitigate risk to fund invested; liquidity - funds must be liquid so that the City can get the funds as needed; yield - best interest rate for the City. Councilor Allen also asked how much money does the City have invested in banks and Mr. Lonergan said the City has about \$150 to \$160 million spread out in all local banks. Councilor Ramos said he was not a finance wiz and said that the Council needed more information and requested that the Investment Policy be sent to committee.

ATTACHMENTS:

- Exhibit a - City of Springfield Investment Policy (PDF)

RESULT: REFERRED TO COMMITTEE**Next: 5/4/2015 7:00 PM****Motion To:** A. Motion to Refer to Finance Committee**COMMENTS - Current Meeting:**

Councilor Ramos made a motion to refer to the Finance Committee and was seconded by Councilor Williams and said motion passed by a majority voice vote with Councilor Walsh absent.

RESULT: REFER TO COMMITTEE**V. Suspension of Rules****18. Informational (ID # 3024)**

Central Street - Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>

<<Insert proper utility template>>

COMMENTS - Current Meeting:

Suspension of Rule 12 - Question of suspension of Rule passed by a majority voice vote with Councilor Walsh absent.

Read and an explanation was given by City Clerk Wayman Lee that request was filed late but is needed to allow Columbia Gas to install 5,770 feet of gas main within the right of way of Central, Pine, Rifle, Hickory, Walnut, Hancock, Foster, Cherry, Allen Streets and Clifton Avenue in the month of April instead of May, 2015 and the Council received the Report and Passed the Order by a majority voice vote with Councilor Walsh absent. Councilor Williams expressed concerns about utility companies digging up the streets and not replacing them to previous standards and something needed to be done and President Fenton said some cities and town have "delay dig" ordinance and the City should look into something similar here.

ATTACHMENTS:

- 4-01-15 abutter notice CMA Central Street(DOC)
- DWG- CMA- CENTRAL ST. (PDF)

RESULT: RECEIVED THE REPORT-PASSED
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City Council
36 Court Street
Springfield, MA 01103

Meeting: 04/06/15 07:00 PM
Department: City Council
Category: General
Prepared By: Susan Kacoyannakis
Initiator: Melvin A. Edwards
Sponsors: Ward 3 Councilor Melvin A. Edwards
DOC ID: 3023

COMPLETED

COMMITTEE REPORT (ID # 3023)

Maintenance & Development

REPORT OF COMMITTEE

Committee:

Date: March 31, 2015

Time: 1:30 pm

Subject: M&D Update

Councilors in Attendance: Edwards also in attendance Chris Cignoli,
DPW and Peter Garvey, Capital Assets Dir., John Lysak

Synopsis (include pros/cons):

Peter Garvey, Capital Assets Director gave a brief review of the 5 year roll out for \$168M worth of projects.

Chris Cignoli, DPW Director reported on the \$546,062 "Winter Recovery Assistance Program" from the state and additional Chapter 90 monies from the State \$5.4 +/- M for FY'16 and an additional \$1.8M for FY'15.

RESULT:	RECEIVED REPORT
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City Council

ADOPTED

2.2

Meeting: 04/06/15 07:00 PM

Initiator: Hector Velez

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3020 A

Jefferson Avenue - 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 COLUMBIA GAS OF MASSACHUSETTS, be and it is hereby granted a location for and permission to
<<Insert proper utility template>>

Jefferson 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 April 6, 2015

City Clerk

We hereby certify that on March 30, 2015, at 5:00 PM, at At the Corner of Dwight St. and Jefferson Ave. a public hearing was held on the petition of the COLUMBIA GAS OF MASSACHUSETTS 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 April 6, 2015, 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

Columbia Gas[®] of Massachusetts

A NiSource Company

JOB ORDER NUMBER (INSTALL) 15-0825310-00

JOB ORDER NUMBER (ABANDON) 15-0825311-00

PROJECT ID 14-25018

JEFFERSON & DWIGHT UPRATE AND REG. STATION

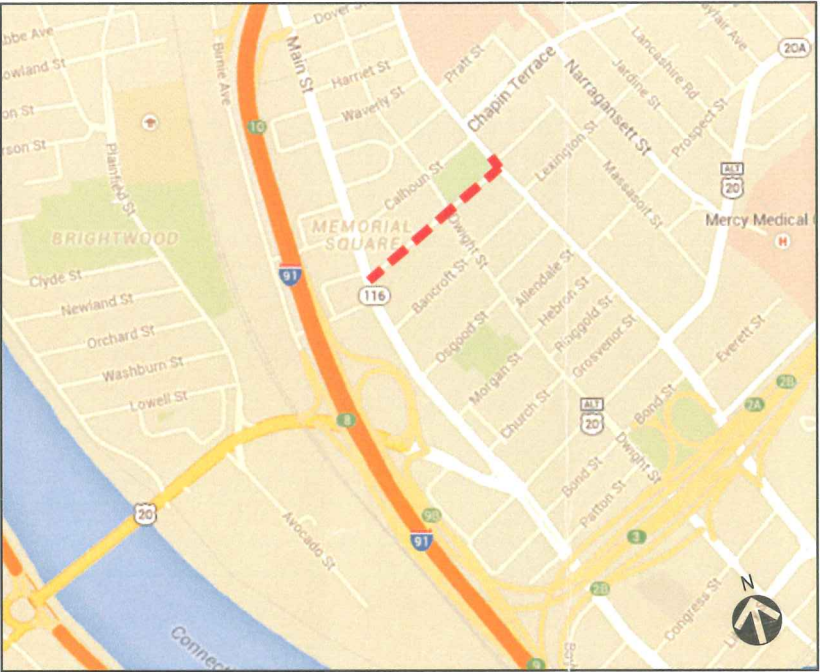
JOB TYPE: BUDGET NAME (557/558/0001/573/577)

PROJECT INFORMATION

FIELD ENGINEER/TECHNICIAN:	TREVOR ORTOLANO
CONSTRUCTION FLL:	MARK PARISEAU / KIRK GEDMAN
PERMITS:	SPRINGFIELD PERMIT (NON-OCCUPANCY)
TCC:	8200
COUNTY:	HAMPDEN (013)
TAX DISTRICT:	0000244
MAP NUMBER:	35
SYSTEM NUMBER(S):	80003048 / 80003053
24 HR. EMERGENCY LINE:	COLUMBIA GAS OF MASSACHUSETTS 1-800-525-8222

VICINITY MAP

SCALE: N.T.S.



SHEET INDEX

DWG.	DESCRIPTION
T-1	TITLE SHEET
L-1	LAYOUT SHEET
L-2	LAYOUT SHEET
D-1	CONSTRUCTION DETAILS

PROJECT SUMMARY TABLE

PROPOSED INSTALLATION			PROPOSED ABANDONMENT		
LENGTH (FT)	SIZE (IN)	TYPE	LENGTH (FT)	SIZE (IN)	TYPE
10'	6"	PH	0'		
70'	6"	CS			
30'	12"	CS			
110'	TOTAL INSTALLATION (FEET)		0'	TOTAL ABANDONMENT (FEET)	
PROPOSED GAS SERVICES					
	REPLACEMENTS	TIE OVERS	TOTAL SERVICES	METER OUTS	
ESTIMATED GAS SERVICES	0	0	0	0	

LEGEND

	EXISTING GAS MAIN		TEST WELL
	EXISTING GAS MAIN TO BE ABANDONED		REGULATOR STATION
	PROPOSED GAS MAIN		SINGLE CUSTOMER REGULATOR
	PROPOSED GAS MAIN UPRATE		METER
	COATED STEEL GAS MAIN		METER WITH REGULATOR
	CAST IRON GAS MAIN		TEST POINT (STATION)
	BARE STEEL GAS MAIN		GAS SERVICE TIE-OVER
	WROUGHT IRON GAS MAIN		GAS SERVICE REPLACEMENT
	HIGH DENSITY POLYETHYLENE GAS MAIN		METER MOVE OUT
	MEDIUM DENSITY POLYETHYLENE GAS MAIN		TELEPHONE MANHOLE
	LOW PRESSURE		DRAIN MANHOLE
	INTERMEDIATE PRESSURE		ELECTRIC MANHOLE
	MEDIUM PRESSURE		CATCH DRAIN
	HIGH PRESSURE		SEWER MANHOLE
	ATTACHED		FIRE HYDRANT
	BRIDGE HANGER		UTILITY POLE
	BUILDING HANGER		WETLAND
	DIRECTIONAL BORE		GAS VALVE
	INSERTED		CRITICAL GAS VALVE
	OPEN CUT		PRESSURE CONTROL FITTINGS
	PNEUMATIC BORE		TRANSITION
	PLOWED		END CAP
	ROOF TOP		REDUCER
	EXISTING		ELECTRONIC MARKER
	PROPOSED		
	WELD LOCATION		GAS MAIN TIE IN LOCATION
			GAS MAIN ABANDONMENT LOCATION

PROJECT DESCRIPTION

THIS PROJECT IS A RESULT OF THE MassDOT I-91 VIADUCT DECK REPLACEMENT PROJECT IN SPRINGFIELD. CMA SHALL UPRATE THE EXISTING 6" PLASTIC INTERMEDIATE PRESSURE MAIN RUNNING UP JEFFERSON AVE TO OPERATE AT AN MAOP OF 60 PSIG (UP FROM 10 PSIG). IN ADDITION, CMA SHALL INSTALL AN UNDERGROUND REGULATOR STATION IN THE R.O.W. OF JEFFERSON AVE SOUTH OF DWIGHT STREET. ALL SERVICES WILL BE MODIFIED FOR THE NEW OPERATING PRESSURE.

GENERAL NOTES

- THE PROPOSED GAS MAIN SHOWN IS APPROXIMATE AND SUBJECT TO CHANGE.
- PROPERTY LINE, STRUCTURES, STREET LINE, ETC. WAS COMPILED THE COLUMBIA GAS GIS DATA BASE AND ARE TO BE CONSIDERED APPROXIMATE.
- EXISTING UTILITIES, WHERE SHOWN, HAVE BEEN COMPILED FROM ABOVE GROUND EVIDENCE ONLY AND ARE TO BE CONSIDERED APPROXIMATE. COLUMBIA GAS DOES NOT GUARANTEE THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN OR THAT ALL EXISTING UTILITIES AND/OR SUBSURFACE STRUCTURES ARE SHOWN.



Know what's below.
Call before you dig.

PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
0	02/26/15	ISSUED FOR PERMIT
DESIGNED BY:	TAO	02/26/15 (413) 265-9476
DRAWN BY:	TAO	02/26/15 (413) 265-9476
CHECKED BY:	RAS	02/26/15 (413) 302-5853
AS-BUILT BY:	-	-
	NAME	DATE PHONE #

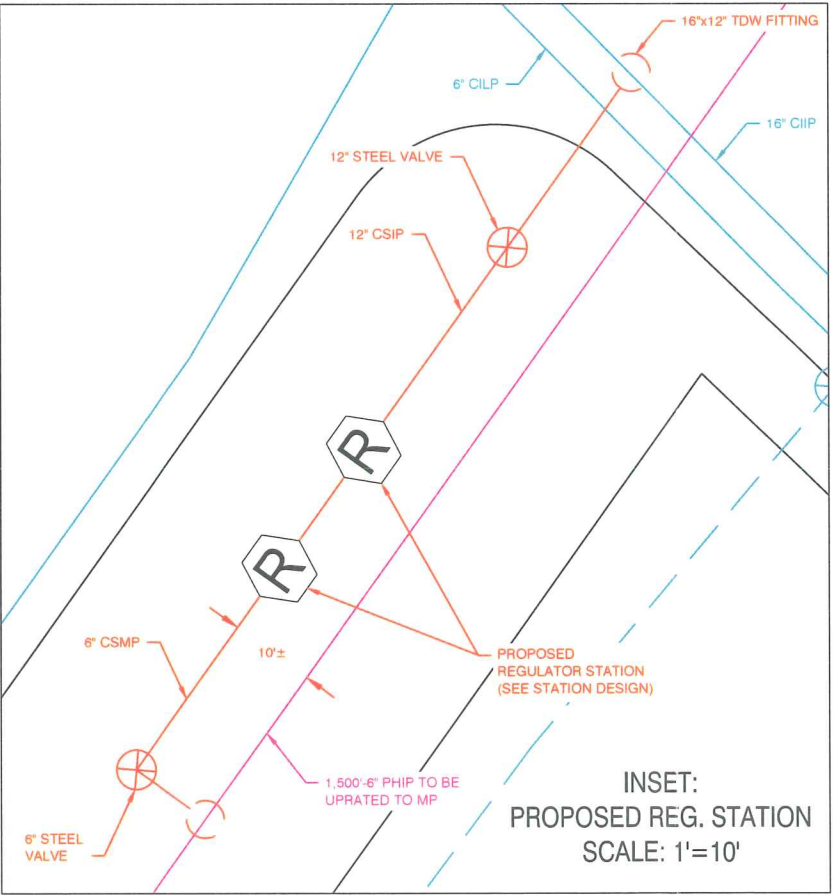
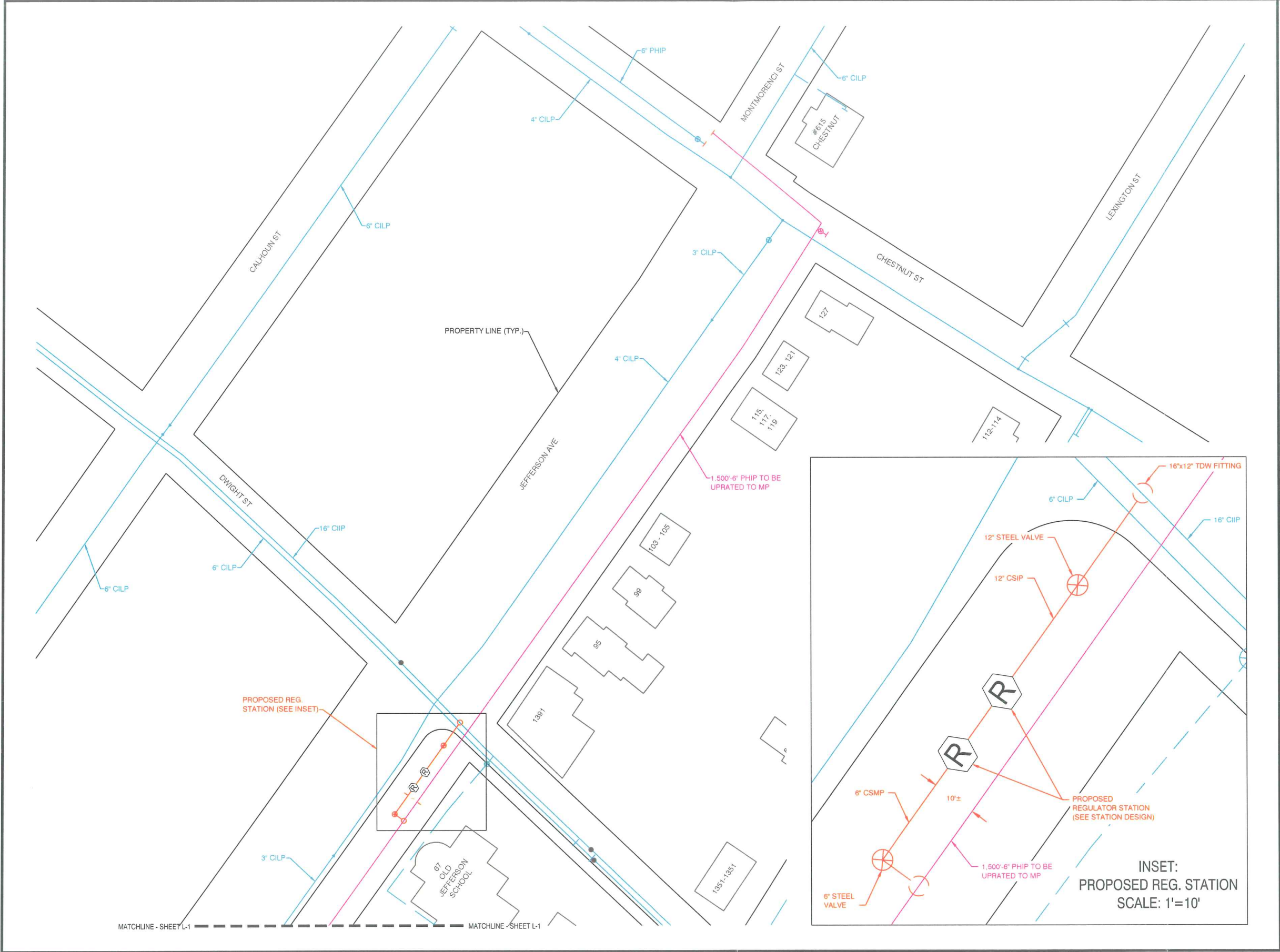
SITE NAME:
JO# 15-0825310-00
JO# 15-0825311-00
PROJECT ID# 14-25018
JEFFERSON & DWIGHT UPRATE AND REG. STATION
SPRINGFIELD, HAMPDEN

DRAWING TITLE:

TITLE SHEET

DRAWING NO:

T-1



Know what's below.
Call before you dig.



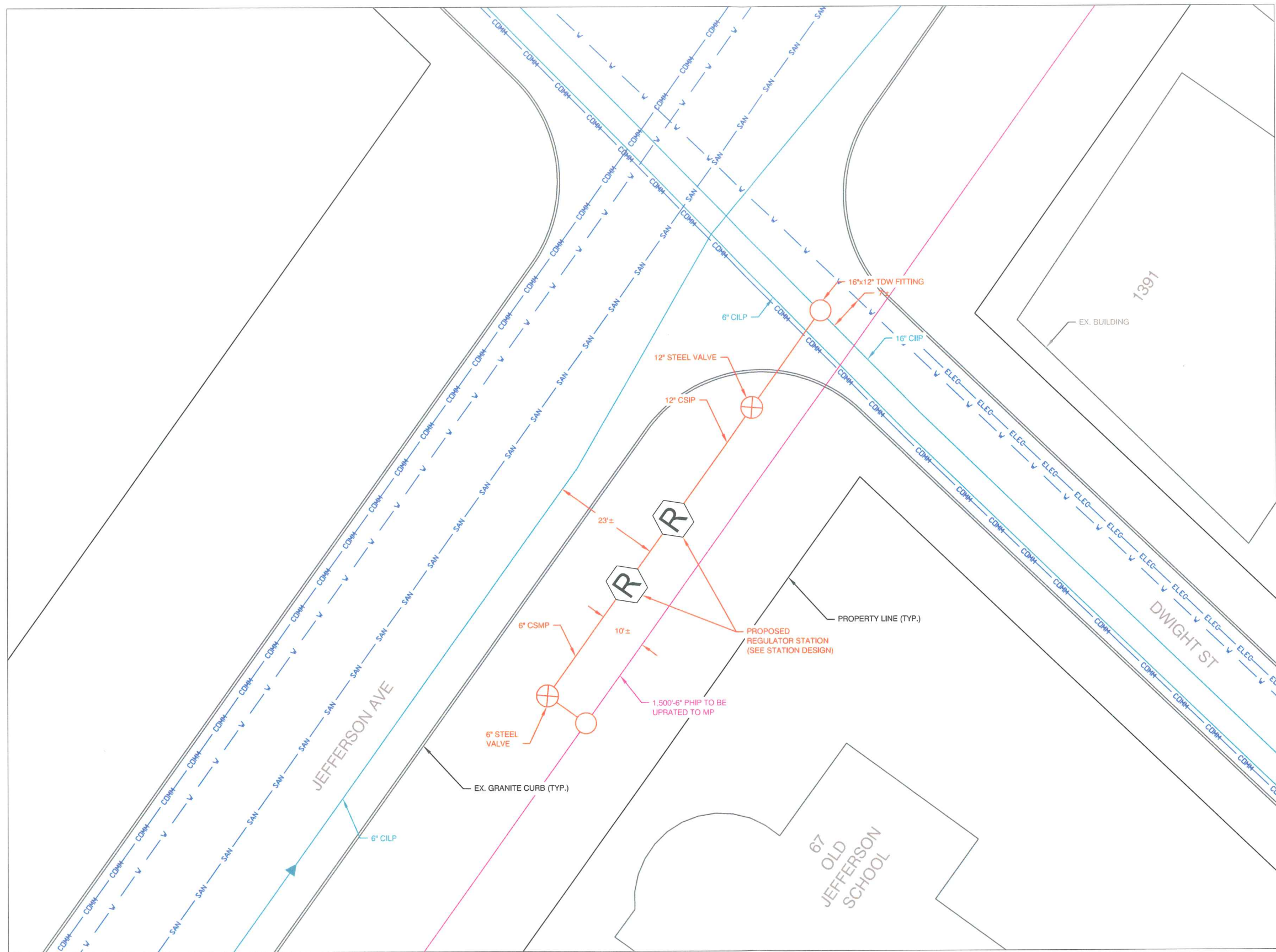
PROPOSED

REVISIONS			
0	02/26/15	ISSUED FOR PERMIT	
REV. #	DATE	DESCRIPTION	
DESIGNED BY	TAO	02/26/15	(413) 265-9476
DRAWN BY	TAO	02/26/15	(413) 265-9476
CHECKED BY	RAS	02/26/15	(413) 302-5853
AS-BUILT BY	-	-	-
	NAME	DATE	PHONE #

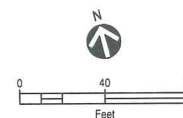
SITE NAME:
JO# 15-0825310-00
JO# 15-0825311-00
PROJECT ID# 14-25018
JEFFERSON & DWIGHT UPRATE AND REG. STATION
SPRINGFIELD, HAMPDEN

PROJECT TITLE:
LAYOUT SHEET

DRAWING NO:
L-2



Know what's **below**.
Call before you dig.

**PROPOSED**

REVISIONS				
REV. #	DATE	DESCRIPTION		
0	02/26/15	ISSUED FOR PERMIT		
DESIGNED BY	TAO	02/26/15	(413) 265-9474	
DRAWN BY	TAO	02/26/15	(413) 265-9474	
CHECKED BY	RAS	02/26/15	(413) 302-5861	
AS-BUILT BY	-	-	-	
	NAME	DATE	PHONE #	

SITE NAME:

JO# 15-0825310-00
JO# 15-0825311-00
PROJECT ID# 14-25018
JEFFERSON & DWIGHT UPRATE AND REG. STATION
SPRINGFIELD, HAMPDEN

PROJECT TITLE:

LAYOUT SHEET

DRAWING NO:

PERMIT

Columbia Gas[®] of Massachusetts

A NiSource Company

JEFFERSON & DWIGHT PROJECT
SPRINGFIELD, MASSACHUSETTS, HAMPDEN CO.

DRAWING NO.

DESCRIPTION

00	COVER SHEET
01	PLAN AND SECTION VIEWS – DESIGN
02	PLAN AND SECTION VIEWS – FABRICATION
03	BILL OF MATERIAL
04	ELEVATION VIEWS
05	VAULT DESIGN
06	GENERAL NOTES
07	VAULT DOORS

PROJECT HISTORY

ISSUE

DATE

EXPLANATION

SHEETS

00
2-18-15

CERTIFICATE

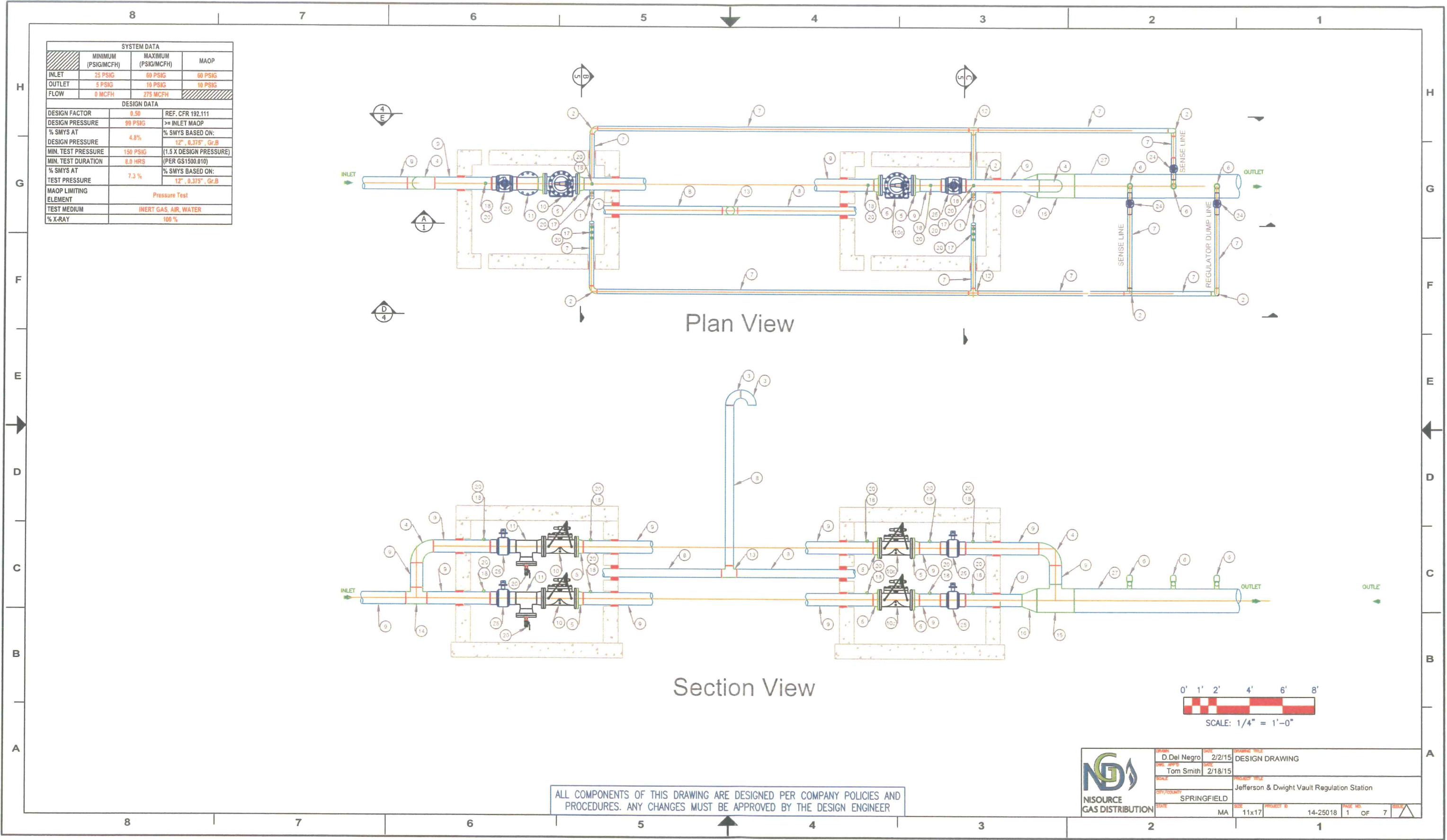
I CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT ALL COMPONENTS OF THIS FACILITY ARE DESIGNED IN ACCORDANCE WITH THE COLUMBIA GAS MANUAL OF APPROVED POLICY AND PROCEDURES FOR OPERATION.

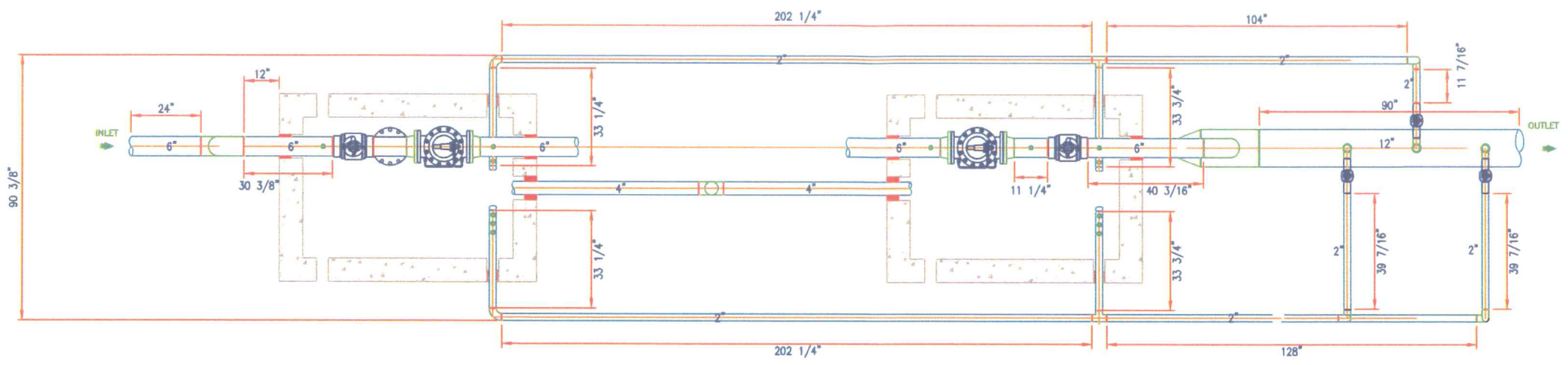
ANY CHANGES TO THE PIPING DIMENSIONS OR MATERIALS SHOWN ON THIS DRAWING MUST BE APPROVED BY THE DESIGN ENGINEER.


APPROVED FOR CONSTRUCTION

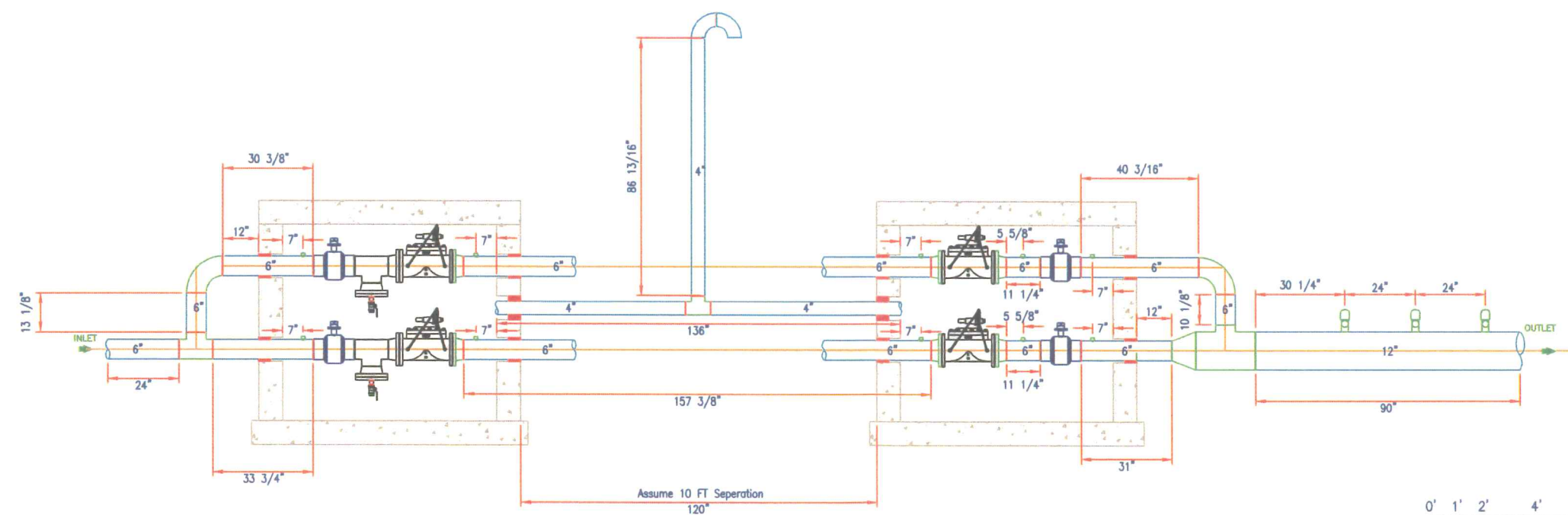


DESIGNER	D. Del Negro	DATE	2/2/15	PROJECT TITLE	COVER SHEET
DESIGN APPROVED	Tom Smith	DATE	2/18/15	PROJECT TITLE	Jefferson & Dwight Vault Regulation Station
CITY/COUNTY	SPRINGFIELD	STATE	MA	PROJECT #	14-25018
SIZE	11x17	PROJ. NO.	0	OF	1

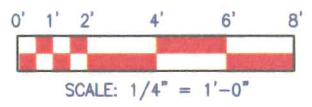




Plan View



Section View



 NISOURCE GAS DISTRIBUTION	DESIGNER	D Del Negro	DATE	2/2/15	DRAWING TITLE				
	CHECKER	Tom Smith	DATE	2/18/15	FABRICATION DRAWING				
	SCALE				PROJECT TITLE				
	CITY/COUNTY	SPRINGFIELD			Jefferson & Dwight Vault Regulation Station				
	STATE	MA	SIZE	11x17	PROJECT ID	14-25018	PAGE NO.	2 OF 7	ISSUED

8				7				6				5				4				3				2				1			
JOB NO. _____				BILL OF MATERIAL								DWG. _____																			
STOCK NO.				ITEM		QTY.		SIZE		DESCRIPTION																					
17-05-095				1		6		2"		CAP, WELD, 0.154" STD WALL, GRADE B, C.S.																					
17-15-095				2		9		2"		ELL, WELDING, 90 DEG., L.R., GRADE B, 0.154" WALL																					
17-15-163				3		2		4"		ELL, WELDING, 90 DEG., L.R., GRADE B, 0.237" WALL																					
17-15-219				4		2		6"		ELL, WELDING, 90 DEG., L.R., GRADE B, 0.280" WALL																					
19-65-066				5		8		6"		FLG WELD NECK, FF, ANSI 150, F.S., BORED TO 0.280" WALL; 8 BOLTS PER FLANGE MACHINE BOLT, ASTM A-307, GRADE B, WITH 2 ASTM A-307, GRADE 2H HVY HEX NUTS GASKET FLAT RING, ANSI 150, 1/16" THICK, NON-ASBESTOS, NON-GLASS FIBER GARLOK3000, 1000# MAXIMUM PRESSURE																					
28-34-467						64		3/4" x 3-1/4"																							
40-73-0841						8		6"																							
44-78-089				6		3		2"		MUELLER NO-BLO TEE, MODEL # H-10917, ASTM 105																					
07-26-115				7		100 FT		2"		PIPE, P.E., 0.154" STD WALL, X-42, BARE, C.S., ERW, API5L																					
07-26-213				8		30 FT		4"		PIPE, P.E., 0.237" STD WALL, X-42, BARE, C.S., ERW, API5L																					
07-26-267				9		60 FT		6"		PIPE, P.E., 0.280" STD WALL, X-42, BARE, C.S., ERW, API5L																					
SPEC ORDER				10		2		6"		REGULATOR, MOONEY FLOWGRID, RF, ANSI 150, CS, SINGLE PORT, SERIES 20 PILOT MONITOR POSITION, 100% GRID PLATE, RED SPRING (3 PSIG - 12 PSIG), SET PRESSURE 10 PSIG.																					
SPEC ORDER				10c		4		6"		REGULATOR, MOONEY FLOWGRID, RF, ANSI 150, CS, SINGLE PORT, SERIES 20 PILOT CONTROL POSITION, 100% GRID PLATE, RED SPRING (3 PSIG - 12 PSIG), SET PRESSURE 9 PSIG.																					
SPEC. ORDER				11		2		6"		STRAINER, T-TYPE (WELD INLET, FLANGED OUTLET) ANSI 150, F.F., CS HOUSING, STD. WT. CS BASKET, 1/2" NPT BLOWDOWN																					
17-79-095				12		4		2"		TEE, STRAIGHT, WELDING, GRADE B, 0.154" STD WALL																					
17-79-163				13		2		4"		TEE, STRAIGHT, WELDING, GRADE B, 0.237" STD WALL																					
17-79-219				14		1		6"		TEE, STRAIGHT, WELDING, GRADE B, 0.280" STD WALL																					
SPEC. ORDER				15		1		12" x 6"		TEE, REDUCING, GRADE B, 0.375" x 0.280" STD WALL																					
17-51-364				16		1		12" x 6"		REDUCER, WELDING, CONCENTRIC, GRADE B, 0.375" x 0.280" STD WALL																					
17-88-028				17		18		1/2"		THREDOLET, FOR 2" THROUGH 2-1/2" PIPE, 3000 #, C.S.																					
17-88-030				18		10		1/2"		THREDOLET, FOR 3" THROUGH 8" PIPE, 3000 #, C.S.																					
24-04-230				20		28		1/2" x 3"		XH NIPPLE, GB, SMLS, CS A106, TBE																					
16-05-131						28		1/2"		VALVE, BALL, R.P., THREADED, SS, S8000-M3, 2000# W.O.G.																					
26-58-420						28		1/2"		PLUG, HEX HEAD, XH CS, 6000#, SA105																					
SPEC. ORDER				21		8		8"		LS-475-C 10 LINKS PER SEAL																					
SPEC. ORDER				22		2		8"		LS-475-C 8 LINKS PER SEAL																					
SPEC. ORDER				23		6		4"		LS-300-C 6 LINKS PER SEAL																					
SPEC. ORDER				24		3		2"		VALVE, BALL, FULL-PORT, ANSI 150, R.F., WELD X WELD																					
SPEC. ORDER				25		5		6"		VALVE, BALL, FULL-PORT, ANSI 150, R.F., WELD X WELD																					
SPEC. ORDER				26		1		12"		VALVE, BALL, FULL-PORT, ANSI 150, R.F., WELD X WELD																					
07-26-470				27		40 FT		12"		PIPE, P.E., 0.375" STD WALL, X-42, BARE, C.S., ERW, API5L																					

NGD

NISOURCE

GAS DISTRIBUTION

DRN

D. Del Negro

DATE

2/2/15

DRG APP'D

Tom Smith

DATE

2/18/15

SCALE

CITY/COUNTY

SPRINGFIELD

STATE

MA

SIZE

11x17

PROJECT ID

14-25018

PAGE NO.

3

OF

7

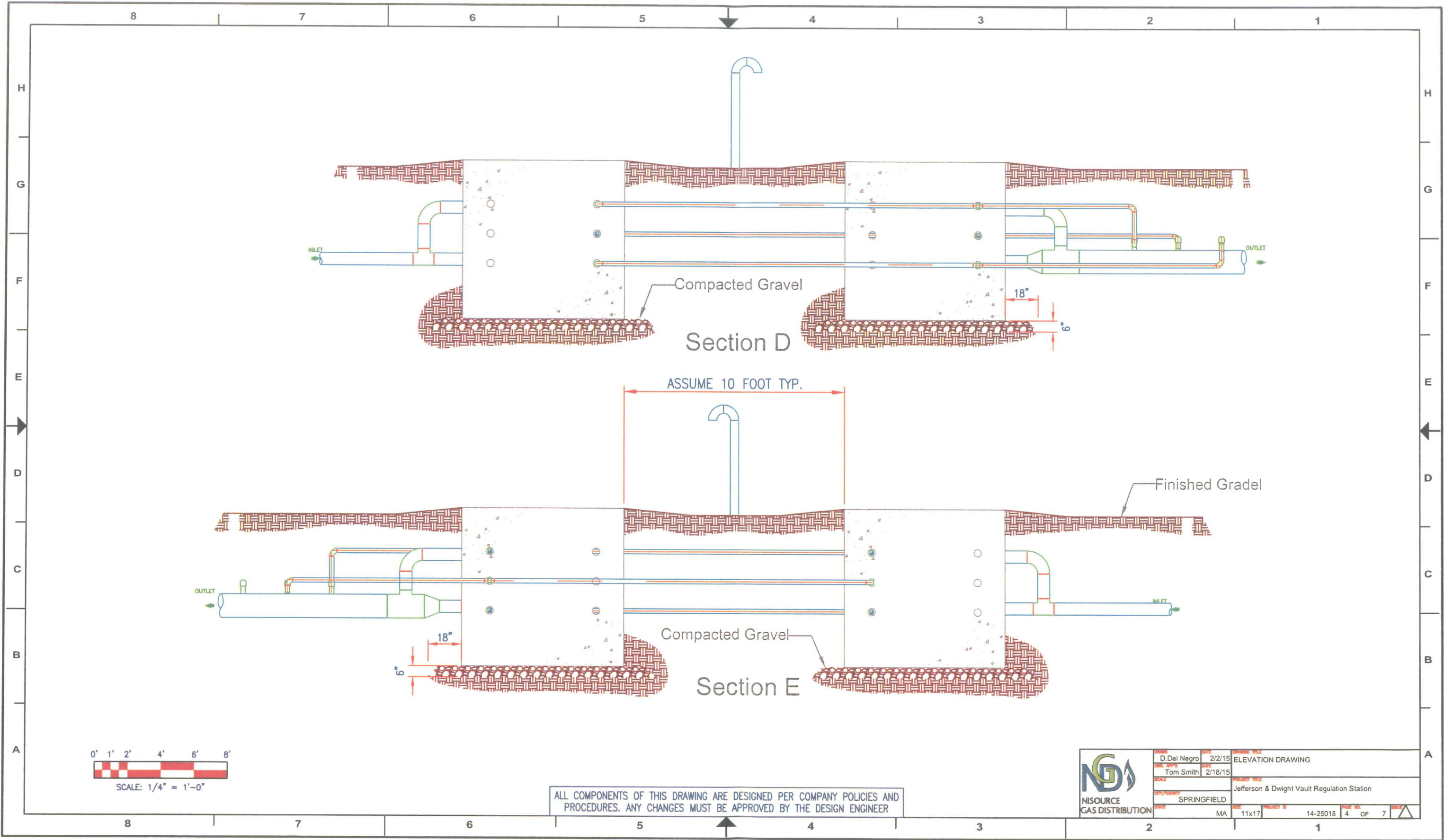
DATE

ISSUED TITLE

BILL OF MATERIAL

PROJECT TITLE

Jefferson & Dwight Vault Regulation Station



CITY OF SPRINGFIELD**CITY CLERK'S OFFICE**

March 16, 2015

Notice is hereby given that the Board of Public Works will give a hearing **at the corner of Dwight Street and Jefferson Avenue on Monday, March 30, 2015 at 5:00 P.M.** to all parties interested in the petition of Columbia Gas of Massachusetts to install an underground regulator station.

By Order of the City Council

Wayman Lee, Esquire

City Clerk

FOR INFORMATION CALL:

BOARD OF PUBLIC WORKS
70 TAPLEY STREET
SPRINGFIELD, MA 01104
413-784-4884

Attachment: 3-30-15 abutter notice CMA jefferson & Dwight (3020 : Jefferson Avenue)



City Council

ADOPTED

2.3

Meeting: 04/06/15 07:00 PM

Initiator: Hector Velez

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3012

Everett Street- Discontinuance

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 , be and it is hereby granted a location for and permission to

Everett Street- Discontinuance

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 April 6, 2015

City Clerk

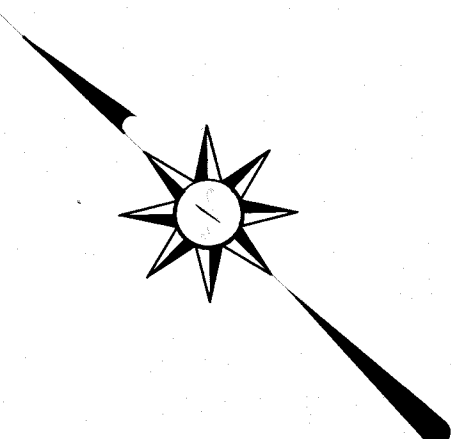
We hereby certify that on March 23, 2015, at 5:00 PM, at At the End of Everett Street a public hearing was held on the petition of the for permission to complete the above mentioned request.

City Clerk

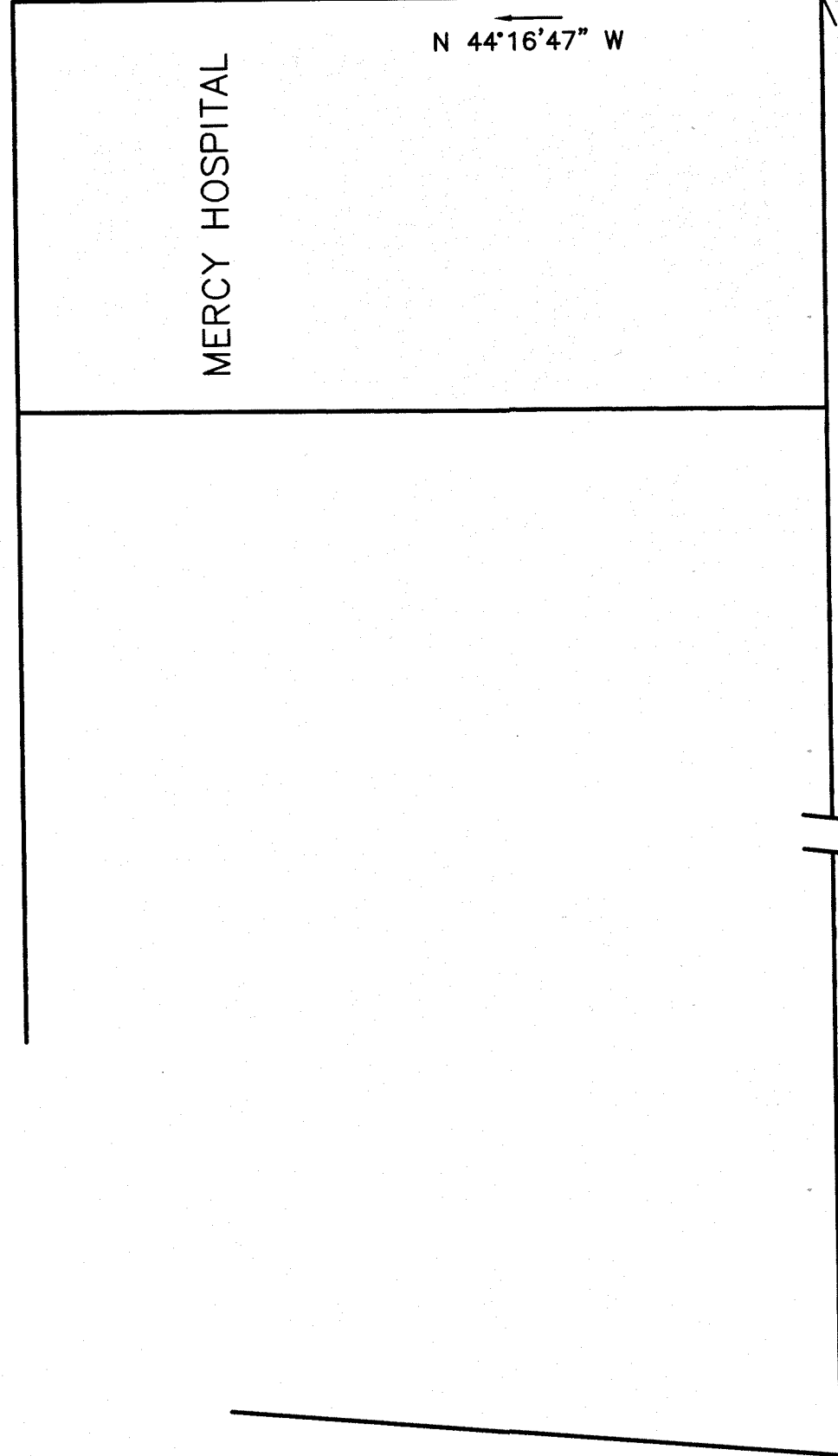
I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the April 6, 2015, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

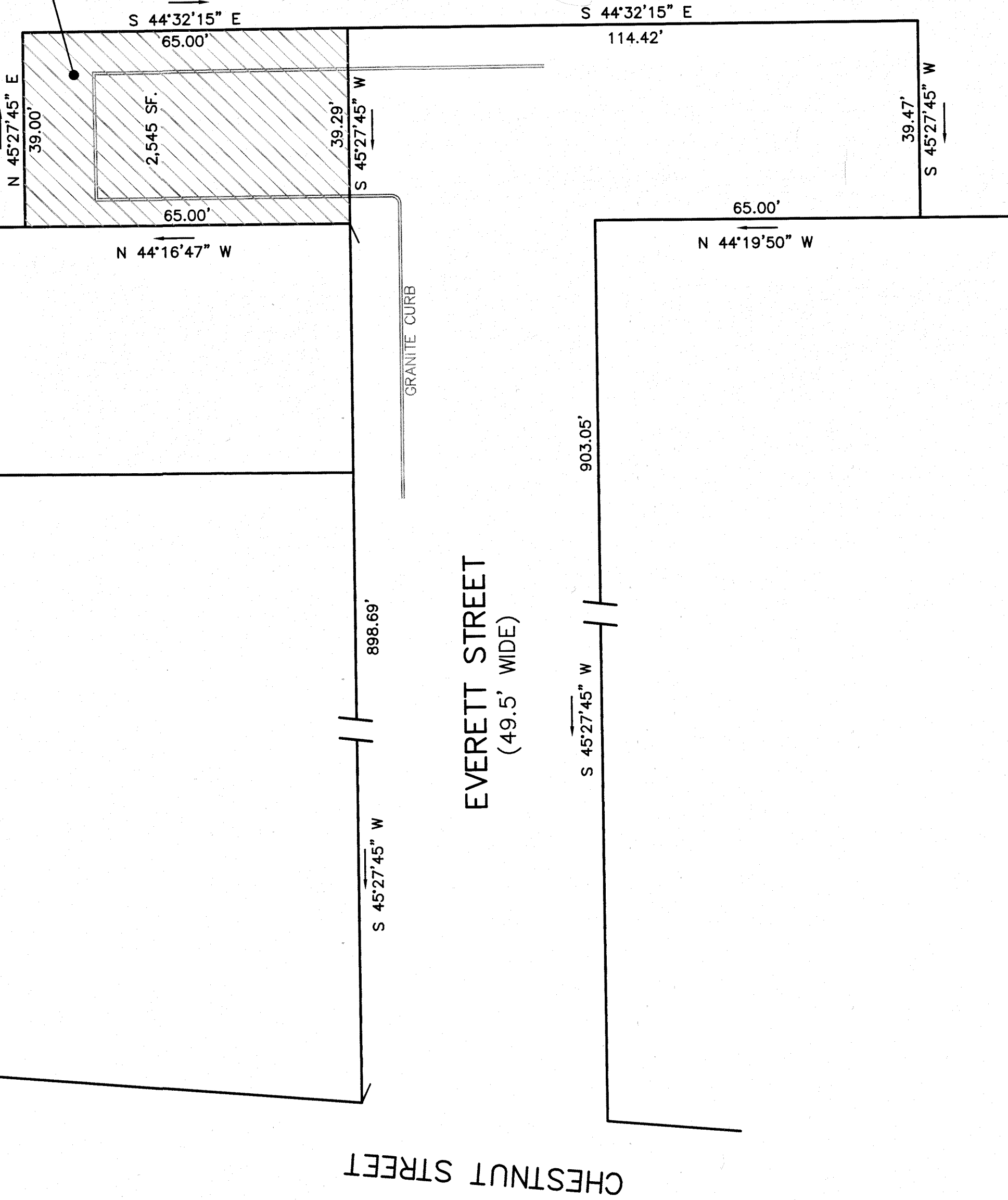
City Clerk



MERCY HOSPITAL



DISCONTINUED AREA



EVERETT STREET
(49.5' WIDE)

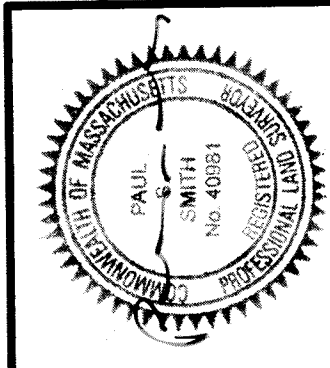
MERCY HOSPITAL

CHESTNUT STREET

SPRINGFIELD, MA
DEPARTMENT OF PUBLIC WORKS
EVERETT STREET
DISCONTINUANCE
NORTHERLY END (2,545 SF.)
PREPARED FOR
THE BOARD OF PUBLIC WORKS

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE
WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS

PAUL S. SMITH
JANUARY 17, 2014



1-17-14

DATE: JANUARY 17, 2014 SCALE: 1" = 20'
PAUL S. SMITH LAND SURVEYING
319 SHAKER ROAD EAST LONGMEADOW, MA
(413) 525-4700

CITY OF SPRINGFIELD, MASSACHUSETTS

March 27, 2015

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

The Board of Public Works, to which was referred the petition of Michael Pietras and others, praying:

"To discontinue a section of Everett Street, a public way in Springfield, Hampden County, Mass; from its northeasterly terminus. Said section is presently 2,545 square feet, and runs from said terminus a distance of sixty-five (65) lineal feet in a northwesterly direction"

reports thereon pursuant to Revised Ordinances of the City of Springfield, as follows:

The Board notified all known interested parties of its intent to view the premises and hold a hearing set for March 23, 2015 on the petition by mailing notices, postage prepaid, to their respective addresses of record as well as posting notices in two (2) public places and publishing in a newspaper, all at least ten (10) days prior to said date.

Pursuant to said notices and all other statutory notice requirements the Board viewed plans of the premises and held an open hearing on March 23, 2015 at 5:00 P.M., at the end of Everett Street. Three (3) members of the Board, and one (1) persons interested in the matter were present. One (1) of the latter voted in favor of the street discontinuance of the section of Everett Street and no-one (0) voted in opposition.

After careful consideration of the above matter, the Board is of the opinion that common convenience and necessity require that the northeasterly terminus of Everett Street easterly of Chestnut Street to be discontinued a small section of the public way be, as set forth in the accompanying order and as shown on plan entitled,

SPRINGFIELD, MA

EVERETT STREET DISCONTINUANCE NORTHERLY END (2,545 SF)

PREPARED FOR THE BOARD OF PUBLIC WORKS

SCALE: 1" = 20' DATE: January 17, 2014

PAUL S. SMITH LAND SURVEYING

Attachment: Everett Street Report & Order (3012 : Everett Street- Discontinuance)

consisting of one (1) sheet, which plan is incorporated herein by reference and is on file in the office of the Engineering Division of the Department of Public Works, Springfield, Massachusetts and which is to be recorded in the Hampden County Registry of Deeds.

The Board further recommends that easements be granted so that the rights of Columbia Gas of Massachusetts to operate, maintain, repair and replace an existing gas line, be reserved within the discontinued area shown on the above mentioned plan.

The Board is further of the opinion that no damages be sustained by any person, firm, or corporation in their property by reason of the proposed discontinuance and street discontinued a small section of Everett Street.

_____	)	
_____	)	BOARD OF PUBLIC WORKS
_____	)	

PET. NO. 10,266

CITY OF SPRINGFIELD, MASSACHUSETTS

In City Council, April 6, 2015

ORDERED, that common convenience and necessity require the highway now open and used and known as Everett Street be and hereby is discontinued and abandoned as a public way from its northeasterly terminus shown on a plan entitled,

**SPRINGFIELD, MA
EVERETT STREET
DISCONTINUANCE NORTHERLY END (2,545 SF)
PREPARED FOR THE BOARD OF PUBLIC WORKS
SCALE: 1" = 20' DATE: January 17, 2014
PAUL S. SMITH LAND SURVEYING**

consisting of one (1) sheet, which plan is incorporated herein by reference and is now on file in the office of the Engineering Division of the Department of Public Works, Springfield, Massachusetts;

that the northerly street line of Everett Street be discountenanced in a discontinued area in accordance with the following description and as shown on the aforementioned plan:

Beginning at the southerly corner of this discontinuance, said point being N 45° 27' 45" E a distance of eight hundred ninety-eight and 69/100 (898.69) feet from the intersection of the northerly street line of Everett Street with the easterly street line of Chestnut Street; thence, N 44° 16' 47" W a distance of sixty-five and 00/100 (65.00) feet to an angle point; thence, N 45° 27' 45" E, a distance of thirty-nine and 00/100 (39.00) feet to an angle point; thence, S 44° 32' 15" E a distance of sixty-five and 00/100 (65.00) feet to an angle point on the northerly street line of Everett Street; thence, S 45° 27' 45" W, a distance of thirty-nine and 29/100 (39.29) feet to the point of beginning, all as shown on above mentioned plan, and bearings referring to the true meridian;

that no damages be awarded, inasmuch as no damages will be sustained by any person, firm or corporation in their property by reason of the discontinuance or abandonment of a portion of EVERETT STREET as a public way;

that no assessments be levied;

Attachment: Everett Street Report & Order (3012 : Everett Street- Discontinuance)

PET. NO. 10,266

Sheet 2 of 2

that within thirty (30) days after the adoption of this order, the City Clerk is directed to give notice in compliance with Chapter 79 of the Massachusetts General Laws;

that within thirty (30) days after the adoption of this order, the City Clerk is hereby ordered to certify, and record a copy hereof, together with the aforementioned plan, in the Hampden County Registry of Deeds.



City Council

ADOPTED

Meeting: 04/06/15 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3011

3.4

Parks Trail Grant - No Match - \$77,551.63 (Mayor Sarno)

WHEREAS, the Parks Department ("Department") has received a "Recreational Trails Program Grant" award of \$77,551.63 from the Massachusetts Department of Conservation and Recreation; and

WHEREAS, the purpose of the grant is to fund trail protection, construction, and stewardship projects throughout Massachusetts; and

WHEREAS, the department intends to use the grant funds for Forest Park's most utilized portion of its non-paved trails and has identified sites specific and integral to the accessibility of Forest Park's trail system that currently present challenges and have limited the overall maintenance and stability of the trails, especially during inclement weather or related storm events; 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:

Recreational Trails Program Grant \$77,551.63

RESULT: PASSED BY VOICE VOTE



Mr. Michael Tully
City of Springfield
200 Trafton Road
Springfield, MA

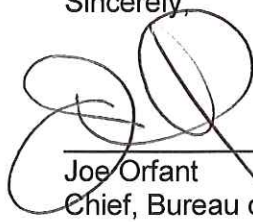
RE: Authorization to Proceed with the Forest Park Trails Project

Dear Mr. Tully:

The following is provided as formal authorization to proceed with your Recreational Trails Grant project as described in your proposal for the Forest Park Trails Project. The authorization is effective as of the date signed below and the reimbursable portion of the project is not-to-exceed the grant amount of \$77,551.63. All work is expected to be completed by December 31, 2015.

Department oversight will be provided by Amanda Lewis, DCR Recreational Trails Program Coordinator, and any questions concerning the above can be directed to her attention at 413-586-8706 ext. 19 or amanda.lewis@state.ma.us.

Sincerely,



Joe Orfant
Chief, Bureau of Planning, Design and Resource Protection

12-16-14

Authorization Date

COMMONWEALTH OF MASSACHUSETTS · EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

Department of Conservation and Recreation
251 Causeway Street, Suite 600
Boston MA 02114-2119
617-626-1250 617-626-1351 Fax
www.mass.gov/dcr



Deval L. Patrick
Governor

Timothy P. Murray
Lt. Governor

Maeve Vallely Bartlett, Secretary
Executive Office of Energy & Environmental Affairs

John P. Murray, Commissioner
Department of Conservation & Recreation

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: (and d/b/a): City of Springfield		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code: 8400	
Legal Address: (W-9, W-4,T&C): 200 Trafion Rd. Springfield, MA 01108		Business Mailing Address: 136 Damon Road, Northampton, MA 01060	
Contract Manager: Michael Tully		Billing Address (if different):	
E-Mail: mtully@springfieldcityhall.com		Contract Manager: Amanda Lewis	
Phone: (413)886-5183		E-Mail: Amanda.lewis@state.ma.us	
Fax: (413)784-1663		Phone: 413-586-8706 ext. 19	
Contractor Vendor Code: 60000192140		Fax: 413-784-1663	
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID Must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number:	
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>December 31st</u> , 20 <u>14</u> Enter Amendment Amount: \$ <u>29,346.63</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☒ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>77,551.63</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) P12-2742-G60: Forest Park Trails Project			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☐ 2. may be incurred as of <u> </u> , 20 <u> </u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☐ 3. were incurred as of <u> </u> , 20 <u> </u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>December 31st</u> , 20 <u>15</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (Incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Domenic J. Sarwa</u> Date: <u>12/9/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarwa</u> Print Title: <u>MAYOR</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Michael J. Abraham</u> Date: <u>12.16.14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Michael J. Abraham</u> Print Title: <u>CFO</u>	



City Council

ADOPTED

Meeting: 04/06/15 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3017

3.5

Park's Donations - No Match Required \$5,000 (Mayor Sarno)

WHEREAS, the Park's Department has been awarded a donation totaling \$5,000.00 from The Children's Study Home, Inc., located at 44 Sherman St. Springfield Massachusetts; and

WHEREAS, the funds provided shall be used for the acquisition and installation of the "Welcome to Mason Square" sign; and

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

WHEREAS, the Department has accepted the gift funds and requests authorization from the City Council and the Mayor to expend the gift funds listed below for the purposes of animal care; and

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

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

Park's Donations- \$5,000.00

RESULT: PASSED BY VOICE VOTE



Board of
Directors
2014 - 2015

President
Mark Germain

Vice President
Meg Betune

Treasurer
Kandra Tranghese

Assistant Treasurer
Aaron Bonner

Clerk
Pam Fernandes

*Past President –
Emeritas*
Denis Gagnon

Past President
Gary Martinelli, Esq.

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Kamari Collins

Bill Gagnon

Ed Garibian

Jane Hetzel

Jacqueline Lambros

Susan Lynn

Sean O'Connell

Branden Piquette

Gordon Quinn

Jason Randall

Cathy Rossi, Esq.

Jennifer Rymarski

Amy Selvia Smith

Executive Director
Eliza Crescentini

March 26, 2015

City Of Springfield, Ma
36 Court Street
Springfield, MA 01103

Dear Mayor Sarno,

Please accept this gift of \$5,000 from The Children's Study Home for the acquisition and installation of the "Welcome to Mason Square" sign. The Children's Study Home, founded in 1865, has a longstanding presence in the Mason Square neighborhood of Springfield for which we are very proud. We understand the value of deep-rooted relationships with our neighbors and other community members, and we especially value the relationship forged with the City of Springfield.

The Children's Study Home has served children and families throughout history from the Civil War, to women's suffrage, from the Great Depression, to the Civil Rights movement, from walking on the moon, to the assassinations of JFK and MLK and 9/11, the Study Home has continued to care for children and their families. Through the terms of 28 Presidents, the Children's Study Home has supported, advocated, and led services for children and families in this community. Thousands upon thousands of community members have volunteered since our inception and changed lives in that service. After 150 years, this community continues to support children and families, and continues to change the lives of children.

It is with great appreciation that we are able to give back to the community that has meant so much to our agency through our 150 year existence, and we look forward to the next 150 years in Springfield.

Best,

Eliza Crescentini
Executive Director

3.5.a

Attachment: mason square sign (3017 : Park's Donations - No Match Required \$5,000)

57625
Packet Pg. 36

Vendor: 34903 CITY OF SPRINGFIELD

Date: 3/26/2015

<u>Ac. #</u>	<u>Date</u>	<u>Amount</u>	<u>Discount</u>	<u>Amt Paid</u>
MASON SQUARE SIGN 2	3/26/2015	5,000.00	0.00	5,000.00

5,000.00 0.00 5,000.00

57625

The Children's Study Home, Inc.

44 Sherman Street
Springfield, MA 01109

People's United Bank

51-7218-2211

Check No: 57625

DATE
3/26/2015

AMOUNT
***5,000.00

PAY Five Thousand and 00/100*****
TO THE
ORDER CITY OF SPRINGFIELD
OF


AUTHORIZED SIGNATURE

⑈057625⑈ ⑆221172186⑆ 0100108928⑈

Security features. Details on back.



City Council

ADOPTED

3.6

Meeting: 04/06/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3018

FY15 State Aid to Public Library Increase- No Match Required (\$4,886.28) (Mayor Sarno)

WHEREAS, the Library Department has been awarded a State Aid to Public Libraries increase of \$4,886.28 from the Commonwealth of Massachusetts Board of Library Commissioners; and

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

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

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

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

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

FY15 State Aid to Public Library Increase- No Match Required (\$4,886.28)

Order (ID # 3018)

Meeting of April 6, 2015

RESULT: PASSED BY VOICE VOTE



Commonwealth of Massachusetts Board of Library Commissioners

98 North Washington Street • Suite 401 • Boston, Massachusetts 02114-1933
(800) 952-7403 in state • (617) 725-1860 • (617) 725-0140 fax

March 25, 2015

Vera O'Connor, Trustee Chair
1471 Plumtree Rd.
Springfield, MA 01119

re: Springfield City Library

The Board of Library Commissioners is pleased to issue a second and final State Aid to Public Libraries award to the City of Springfield in these amounts:

FY2015 Library Incentive Grant (LIG)	\$ 51,000.93
FY2015 Municipal Equalization Grant (MEG)	\$ 88,513.93
FY2015 Nonresident Circulation Offset Award	\$ 3,881.22
Total	\$143,396.08

The state treasurer's office will issue the check within the next few weeks. With this payment, Springfield will have received a total of \$284,886.28 in FY2015 State Aid to Public Libraries funds.

These awards are funded by Chapter 165, Acts of 2014, which states that awards should be placed in a separate account to be expended by the public library, without appropriation.

We have notified your municipal treasurer about this FY2015 State Aid to Public Libraries payment. However, you should contact the treasurer and/or accountant about the award amounts and confirm that the funds will be made available to the library.

Sincerely,

Dianne L. Carty
Director

cc: Springfield City Library, Springfield
Treasurer, City of Springfield

Attachment: Libraries State Aid Increase (3018 : FY15 State Aid to Public Library Increase- No Match Required (\$4,886.28))



838/15
2015-6 483

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 11/24/14

Department Requesting Grant Setup Library

Department Phone # (Please include extension) 263-6828 x290

Name and Title of Person to Contact in Case of Questions Carol Leaders, Bus Mgr

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

If yes, please indicate your previous project number: 83814

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

X State – City Massachusetts Board of Library Commissioners

Private/Other

Grant Name: MBLC FY'15 State Aid

Total Grant Amount Awarded: \$280,000

Attachment: Request for Grant Set-Up Form FY 15 State Aid (2862 : FY15 State Aid to Public Libraries- No Match Required (\$280,000))

Is this a Reimbursable Grant? (Y/N)

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

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

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

Actual Award Date 11/10/14

Board Approval Date

Start Date 11/10/14

Expiration Date none

Renewal Action Date (optional)

If there are any Matching Funds:

Type
Percent
Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: Request for Grant Set-Up Form FY 15 State Aid (2862 : FY15 State Aid to Public Libraries- No Match Required (\$280,000))

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

Org Code: 28386105

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

Budget Roll-Up Codes: YES

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

Molly Fogarty
Signature

11/24/14
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.

**City of Springfield**

ADOPTED

Meeting: 12/01/14 07:00 PM

Initiator: Melanie Acobe

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2862

**FY15 State Aid to Public Libraries- No Match Required
(\$280,000) (Mayor Sarno)**

WHEREAS, the Department of Springfield City Libraries has been awarded FY15 State Aid to Public Libraries program in an excess amount of \$280,000 from the Commonwealth of Massachusetts Board of Library Commissioners; and

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

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

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

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

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

STATE AID TO PUBLIC LIBRARIES - \$280,000**RESULT: PASSED BY VOICE VOTE**

A true copy of an Order passed by the City Council on December 1, 2014 and
approved by the Mayor on December 4, 2014

Attest:

City Clerk



Commonwealth of Massachusetts Board of Library Commissioners

98 North Washington Street • Suite 401 • Boston, Massachusetts 02114-1933
(800) 952-7403 In state • (617) 725-1860 • (617) 725-0140 fax

November 10, 2014

Vera O'Connor, Trustee Chair
1471 Plumtree Rd.
Springfield, MA 01119

re: Springfield City Library

On November 6, 2014, the Board of Library Commissioners certified the City of Springfield to participate in the FY2015 State Aid to Public Libraries Program. In doing so, the Board reviewed the library's FY2014 compliance with Minimum Standards for Free Public Library Service and the municipality's FY2015 compliance with the Municipal Appropriation Requirement.

For FY2015, there will be two State Aid to Public Libraries award payments. Each payment will represent approximately half of the total annual award, depending on budget conditions.

In the next few weeks, the State Treasurer's office will issue the first State Aid to Public Libraries award payment to the City of Springfield in the following amounts as an electronic transfer:

FY2015 Library Incentive Grant (LIG)	\$ 51,000.93
FY2015 Municipal Equalization Grant (MEG)	\$ 86,686.15
FY2015 Nonresident Circulation Offset (NRC)	\$ 3,803.12
Total	\$141,490.20

The second payment will be sent to the City of Springfield by the last quarter of FY2015.

Multiple payments are necessary due to the state's incremental allotment of State Aid to Public Library funds for distribution to cities and towns throughout the year.

State Aid to Public library may not be used toward meeting the Municipal Appropriation Requirement, as stated in Chapter 165, Acts of 2014 of the Massachusetts Legislature.

Sincerely,

Dianne L. Carly
Dianne L. Carly
Director

Enclosures: Ch. 165, Acts of 2014, FY2015 State Aid to Public Libraries Fact Sheet
cc: Lee Fogarty, Director
Springfield City Library, Springfield
Treasurer, the City of Springfield

Attachment: LibFY15StateAidAwardLetter (2862 : FY15 State Aid to Public Libraries- No Match Required (\$280,000))



City Council

ADOPTED

Meeting: 04/06/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3008

3.7

Elders Donations - No Match Required \$2,949 (Mayor Sarno)

WHEREAS, the Elder Affairs Department has been awarded donations totaling \$2,949.00 from Greater Springfield Senior Services Incorporated; and

WHEREAS, the funds provided shall be used to support visually impaired elders and exercise nutrition; and

WHEREAS, the Department intends to use the \$1,380 to pay for a SMART TV with speech recognition features for the visually impaired and \$1,569 for 6 weeks of Tai Chi, snacks and smoothies; and

WHEREAS, the Department has accepted the gift funds and requests authorization from the City Council and the Mayor to expend the gift funds listed below for the purposes of animal care; and

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

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

Elders Donations- \$2,949.00

RESULT: PASSED BY VOICE VOTE



March 13, 2015

Ms. Janet Rodriguez Denney, Director
Dept. of Elder Affairs City of Springfield
1600 Columbus Avenue
Springfield, MA 01103

Dear Ms. Rodriguez Denney:

I am pleased to inform you that your requests for One Time Title III funds have been approved

- **\$1,380** SMART TV Blue Ray DVD Dragon Speech recognition for visually impaired.
A check in the amount of \$1,380 has been transferred electronically. Please complete the following funding report, attach proof of purchase and payment, any promotional information and submit to me not later than August 1, 2015.

Providing this documentation is a requirement of this funding. Failure to deliver this documentation will require your organization to return grant funding.

- **\$1,569** for 6 weeks of TaiChi + snacks and smoothies @ Mason Square and Forest Park. This grant will be distributed in two payments upon receipt of invoices. First invoice is due for April – June 2015 upon receipt appropriate funds will be sent. Same process for the second invoice.

Providing this documentation is a requirement of this funding. Failure to deliver this documentation will result in rescinding of grant award.

Information about this award must include information of GSSSI as the funding source.

Do not hesitate to contact me if you have any questions.

With very best wishes,

Mary L. Jenewin-Caplin
Area Agency on Aging Director

Enclosed: Award Check
 Statistical Reports



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 3/20/2015

Department Requesting Grant Setup DEA

Department Phone # (Please include extension) 4137502654

Name and Title of Person to Contact in Case of Questions
Janet Rodriguez Denney Director Elder Affairs

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

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

Grant Type:

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

x Private/Other

Grant Name: One Time Title III funds

Total Grant Amount Awarded: \$ 2,949.

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

Donation was given to Elder Affairs for support of visually impaired elders and exercise and nutrition

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#: NO

If applicable enter the State ID # : N/A

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) N/A

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known) N/A

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

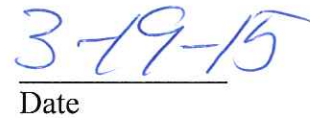
Org Code:

Object Codes:

Budget Roll-Up Codes:

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


Signature


Date

Please attach the following documents:

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

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



City Council

ADOPTED

Meeting: 04/06/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3009

3.8

Springfield Food Policy Council School Nutrition Mini Grant Acceptance - No Match Required (\$1,500) (Mayor Sarno)

WHEREAS, the Health and Human Services Department has been awarded a Springfield Food Policy Council School Nutrition Mini Grant of \$1,500.00 from the Partners for a Healthier Community, Inc.; and

WHEREAS, the purpose of the grant is to conduct a community outreach project in support of Springfield Food Policy Council's School Nutrition Committee; and

WHEREAS, the Department intends to use the grant funds to convene a group of high school students to decide on a plan for outreach to a larger school community; and

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

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

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

Springfield Food Policy Council School Nutrition Mini Grant Acceptance - No Match Required (\$1,500)

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 3/18/2015

Department Requesting Grant Setup SHHS

Department Phone # (Please include extension) 6710

Name and Title of Person to Contact in Case of Questions Helen Caulton-Harris

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

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

Grant Type:

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

XX

Grant Name: Springfield Food Policy Council School Nutrition Mini Grant

Total Grant Amount Awarded: \$1,500.00

Is this a Reimbursable Grant?

(Y/N) N

Check received

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	Partners for a Healthier Community
Contact Person	Lori Murphy
Street Address	280 Chestnut Street
City, State, Zip Code	Springfield, MA 01101
Telephone	413-794-7739
Fax	413-794-7777
E-Mail	

Actual Award Date 1/20/2015

Board Approval Date

Start Date Dec 1, 2014-June 30, 2015

Expiration Date

Renewal Action Date (optional)

If there are any Matching Funds: No

Type

Percent

Amount

Comments re: Description/Purpose of Grant

To conduct a community outreach project in support of Springfield Food Policy Council's School Nutrition Committee.

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) No. Check received

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

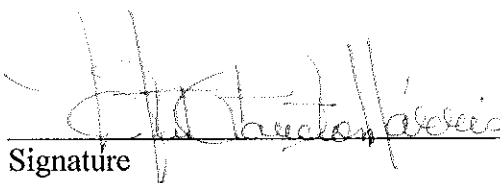
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 29145250 (Donation Account with special project code)

Object Codes: 530105

Budget Roll-Up Codes:

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


Signature

3/20/2015
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.

Partners for a Healthier Community, Inc.

January 20, 2015

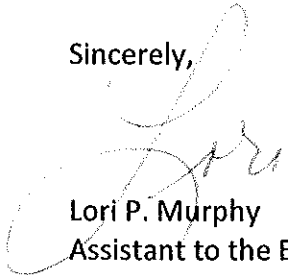
Springfield Department of Health & Human Services
Attn: Helen Caulton-Harris
95 State Street Room 201
Springfield, MA 01103

Dear Helen:

Enclosed please find two partially-executed Contracts for Services. Please note your signature and initials are required on pages 2 and 4, respectively. After executing the Contracts, retain one copy for your files and return the other to my attention.

Feel free to contact me with any questions.

Sincerely,


Lori P. Murphy
Assistant to the Executive Director
Partners for a Healthier Community



PO Box 4895, Springfield, MA 01101-4895 • Phone (413) 794-7739 • FAX (413) 794-7777
www.partnersforahealthiercommunity.org

Attachment: HHS Mini Grant (3009 : Partners for a Healthier Community Mini Grant Acceptance - No Match Required (\$1,500))

CONTRACT FOR SERVICES

Partners for a Healthier Community, Inc.

This Contract for Services (hereinafter referred to as this "Agreement") is made and entered on this 1st day of December, 2014 between **Springfield Department of Health and Human Services**, located at 95 State Street, Room 201, Springfield, Massachusetts (hereinafter referred to as "Contractor") and **Partners for a Healthier Community, Inc.**, located at 280 Chestnut Street, Springfield, Massachusetts 01101, (hereinafter referred to as "PHC").

PREAMBLE

The undersigned parties hereto agree to the scope of work, terms, exceptions and conditions described within this agreement.

WHEREAS, Contractor will coordinate the work of the Springfield Food Policy Council's school nutrition work on behalf of PHC; and

WHEREAS, the Contractor is specially trained and possesses the necessary skills, experience, education and competency to perform the required scope of services. The Contractor is, for all purposes arising under this Agreement, an independent consultant. No officer, agent or employee of either party shall be deemed an officer, agent or employee of the other party. Neither party, nor any officer, agent or employee thereof shall, be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits. Should Contractor enter into an employee-employer relationship with either PHC or Baystate Health Systems, this contract for services will become null and void;

NOW, THEREFORE, the undersigned agrees to the scope of work as defined below:

SCOPE OF SERVICES

The Contractor agrees to convene a group of high school students to conduct a community outreach project in support of the Springfield Food Policy Council's School Nutrition Committee. Contractor may provide these services through a Subcontractor.

Contractor and/or its subcontractors will ensure the following work takes place:

- 1) Convene a group of 8-12 high school students 4 times between December 2014 and June 2015;
- 2) Work with students to decide on a plan for outreach to larger school community;
- 3) Act as liaison between school food provider and students;
- 4) coordinate meetings between school food provider and students;
- 5) Carry out plan put forth by youth to conduct activities to improve school nutrition. Students will take part in school food taste-tests, provide input on new recipes, do outreach and create materials to publicize locally grown foods, as well as other activities to increase consumption of school food.

ADDENDUM

Reporting Requirements

- The Contractor shall maintain records and other compilations of data such as program participant attendance, contact records, number of program participants, number and type of program trainings, number of community outreach activities, new services provided and budget of expenses pertaining to the performance of the provisions and requirements of the Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement.
- The records of the Contractor, insofar as they relate to this Agreement, shall be kept on a generally recognized accounting basis. PHC, or any of its duly authorized representatives or agents, shall have immediate access to any books, documents, papers, and records of the Contractor which are pertinent to this Agreement for the purposes of making audit, examination, excerpts, copies and transcriptions. PHC will conduct a site visit to review the above documentation.

Termination

- If through any cause the Contractor fails to timely and properly observe and comply with any obligations under this Agreement, PHC shall have the right to terminate this Agreement or suspend or terminate payment by giving fourteen (14) days written notice to the Contractor.
- The Contractor shall have the right upon at least fourteen (14) days written notice to PHC to terminate Agreement for cause, which shall include, without limitation, failure of PHC to abide by the terms of this Agreement.
- In the event of termination of this Agreement, all original documents, data, papers, materials, tool kits boxes, studies, and reports shall become the property of PHC. PHC will arrange for these items to be moved back to their facility at their expense.
- If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.

Successors and Assigns

- PHC and the Contractor each binds itself and legal representatives to such other party with respect to all covenants of this Agreement.
- Neither PHC nor Contractor shall assign or transfer any interest in this Agreement or transfer any interest in the same (whether by assignment or notation) without prior written approval from PHC. Such approval shall not be unreasonably withheld.

Liability Insurance

The Contractor shall provide (when applicable) a certificate of insurance and maintain liability insurance coverage during the period of this Agreement.

Discrimination in Employment and Affirmative Action

The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The Contractor agrees to comply with all applicable Federal and State statutes rules and regulations prohibiting discrimination in employment including: Title VII of the Civil



City Council

ADOPTED

Meeting: 04/06/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3003

3.9

Donation of Goods - Sampson Funeral Home (Mayor Sarno)

WHEREAS, Sampson Funeral Home has offered to donate furniture to the City of Springfield to be used by the Elders Affairs("Department"), which have an approximate value of \$15,372.74; and

WHEREAS, the Department plans to use the furniture to furnish the Hungry Hill Senior Center; and

WHEREAS, the Department has accepted the donation and requests authorization from the City Council and the Mayor authorize acceptance of the furniture; 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 1/2, that the City Council hereby accepts the donation of the cookbooks, and authorizes the Department to use the gift, without specific appropriation.

RESULT: PASSED BY VOICE VOTE



Please Remit Payment to:
W.B. Mason Company, Inc.
P.O. Box 981101
Boston, MA 02298-1101
Phone: (800) 242-5892
Fax: (508) 436-5110

Invoice

3.9.a

Page 1 of 4

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
648498	1/30/2015		529483	1/19/2015	KELLY, PATRICK (CT-EW)

SOLD TO: ACCOUNTS PAYABLE
SPRINGFIELD ELDER AFFAIRS
1600 EAST COLUMBUS AVE.
SPRINGFIELD, MA 01103

SHIP TO: LINDA HENLEY
LIBERTY SENIOR CENTER
773 LIBERTY ST
Springfield, MA 01108

P: 1.413.750.2654

P: 1.413.733.9411

Due Date: 2/9/2015

Terms: NET 10 DAYS

SPR052

Tax No: MA

Quote: 114999

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
1	20.00	RLM-MUGO Relate Side Std Mesh Back/Uph Seat/Glides/Arms Relate Side Glide Opt .0 Nylon Glide Relate Frame/Mesh Finish opt .MGR Mineral Grey LKM02 CLR: Pearl Relate FAB Selections \$(A) GRD A UPH .WSP FAB: Whisper Vinyl 82 CLR: Forest	230.40	4,608.00
2	1.00	HIWM1 Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj IARM .A Arm: Height and Width Adj Select Caster Option .S CASTER: Soft IBACK .M Back: Mesh Back Select Upholstery \$(5) GRADE: V UPHOLSTERY .QD UPH: Quadrille 96 COLOR: Lake 96 Select Frame Color .T FRAME: Black IBASE .SB Base: Standard Black	272.36	272.36

PAID
3/12/15
OK #
315427

15669309

Please note this invoice is for a WB Mason contract furniture purchase. Please include the invoice number on your payment. Payments can be mailed to the address above, or you may pay via Credit Card or EFT by contacting us at 1-888-926-2766.



Please Remit Payment to:
W.B. Mason Company, Inc.
P.O. Box 981101
Boston, MA 02298-1101
Phone: (800) 242-5892
Fax: (508) 436-5110

Invoice

Page 2 of 4

3.9.a

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
648498	1/30/2015	15006573	529483	1/19/2015	KELLY, PATRICK (CT-EW)

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
3	2.00	H4043 Olson Stacker 4040 Cart for Stacking 4041 Chrs (Blk Only) Frame Options .T FRAME: BLACK	158.21	316.42
4	4.00	K HMT3048G Huddle 30x48 Table Top w/Edgeband MGROM .N No Grommets Select Laminate .J LAM: Henna Cherry Select Edge Color .G Edge: Carob	117.50	470.00
5	4.00	K HMBFLIP30S Huddle Flip Top Base for 30x48 Tops Select Caster .C Casters Select Paint Grade \$(CORE) Paint Grade: Core Paint .T8 PAINT: Carob	205.44	821.76
6	18.00	K H4041 Olson Stacker 4040 Series Polymer Seat&Back 4-per crnt Select Shell Color .MB COLOR: Mulberry Select Frame Color .Y FRAME: Chrome	227.33	4,091.94
7	1.00	K H115893R Valido 72"W x 29 1/2"H Sgl Ped Desk Rt BRF Bow Top Select Edge Detail .A Edge: Ribbon Select Pull Detail .C Pull Opt: Sweep Satin Nickel Select Laminate Color .H LAM: Bourbon Cherry H LAM: Bourbon Cherry	693.60	693.60
8	1.00	K H115906L Valido 48"W x 29 1/2"H Return Left F/F Ped Select Edge Detail .A Edge: Ribbon	430.00	430.00

Please note this invoice is for a WB Mason contract furniture purchase. Please include the invoice number on your payment. Payments can be mailed to the address above, or you may pay via Credit Card or EFT by contacting us at 1-888-926-2766.

Attachment: Elders- Sampson Funeral Donation of Goods (3003 : Donation of Goods - Sampson Funeral Home)

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
648498	1/30/2015	15006573	529483	1/19/2015	KELLY, PATRICK (CT-EW)

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
9	20.00	Select Pull Detail .C Pull Opt: Sweep Satin Nickel Select Laminate Color .H LAM: Bourbon Cherry H LAM: Bourbon Cherry HMT3060G Huddle 30x60 Table Top w/Edgeband MGROM .N No Grommets Select Laminate .J LAM: Henna Cherry Select Edge Color .G Edge: Carob	128.64	2,572.80
10	20.00	HMBFLIP30L Huddle Flip Top Base for 30x60 & 30x72 Tops Select Caster .C Casters Select Paint Grade \$(CORE) Paint Grade: Core Paint .T8 PAINT: Carob	205.44	4,108.80
11	10.00	HMT3R3060G Huddle 30x60 Extended Half round Table Top w/Edgeband MGROM1 .N No Grommet Select Laminate .J LAM: Henna Cherry Select Edge Color .G Edge: Carob	142.08	1,420.80
12	10.00	HMBFLIP30L Huddle Flip Top Base for 30x60 & 30x72 Tops Select Caster .C Casters Select Paint Grade \$(CORE) Paint Grade: Core Paint .T8 PAINT: Carob	205.44	2,054.40
13	1.00	INSTALLATION INSTALLATION	2,300.00	2,300.00

Please note this invoice is for a WB Mason contract furniture purchase. Please include the invoice number on your payment. Payments can be mailed to the address above, or you may pay via Credit Card or EFT by contacting us at 1-888-926-2766.

Attachment: Elders- Sampson Funeral Donation of Goods (3003 : Donation of Goods - Sampson Funeral Home)

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
648498	1/30/2015	15006573	529483	1/19/2015	KELLY, PATRICK (CT-EW)

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
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INVOICE TOTALS

Sub Total 24,160.88

Sales Tax

Total 24,160.88

Less Deposit -15,372.34

Please Pay This Amount: 8,788.54

*****End of Invoice*****

Please note this invoice is for a WB Mason contract furniture purchase. Please include the invoice number on your payment. Payments can be mailed to the address above, or you may pay via Credit Card or EFT by contacting us at 1-888-926-2766.



City Council

ADOPTED

3.10

Meeting: 04/06/15 07:00 PM

Initiator: Pat Burns

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3015

Donation Acceptance - No Match Required (\$250) (Mayor Sarno)

WHEREAS, the Springfield Women's Commission ("Commission"), an ad hoc committee of the City Council, has been awarded a donation of \$250.00 from Attorney Mary K. Eaton

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

WHEREAS, the funds provided shall cover the cost of miscellaneous expenses totaling \$250,

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

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

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

Springfield Women's Commission Donation \$250.00

Attorney Mary K. Eaton
40 Hazelwood Ave
Longmeadow, MA. 01106

RESULT: PASSED BY VOICE VOTE

Mary K Eaton, Attorney at Law 70 Hazelwood Ave Longmeadow MA 01106-1147		Date <u>Thursday, 19, 2015</u>	114 53-7057/2110
Pay to the order of	<u>City of Springfield (Wm. 19)</u>	\$ <u>250.00</u>	
	<u>Two hundred fifty and 00/100</u>		Dollars
Hampden Bank Springfield MA 01103-1618			
MEMO <u>SP/12/15</u>	SIGNED <u>Mary K. Eaton</u>		
⑆ 2 1 1 8 7 0 9 7 7 ⑆ 9 0 0 0 8 4 4 8 7 9 1 1 0 1 1 4 ⑆			

Details on Back

Security Features Included



City Council

ADOPTED

Meeting: 04/06/15 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3016

3.11

Donation Acceptance - No Match Required (\$250.00) (Mayor Sarno)

WHEREAS, the Springfield Women's Commission ("Commission"), an ad hoc committee of the City Council, has been awarded a donation of \$250.00 from Dorothy G. Lortie

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

WHEREAS, the funds provided shall cover the cost of miscellaneous expenses totaling \$250,

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

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

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

Springfield Women's Commission Donation \$250.00

Dorothy G. Lortie
20 Glenvale Street
Springfield, MA. 01119

RESULT: PASSED BY VOICE VOTE

LEO M. LORTIE, SR.
DOROTHY G. LORTIE
20 GLENVALE STREET
SPRINGFIELD, MA 01119-2835

2776
53-7097/2118
06

2/19/15 Date

Pay to the Order of City of Spfld Women's Orgnizt \$ 250.00
Two Hundred & Fifty Dollars

HAMPDEN
BANK SPRINGFIELD, MASSACHUSETTS

For Internat'l Women's Board D G Lortie MP

⑆ 211870977⑆ 3410002079⑆ 2776

Handmade Clarks

GUARDIAN SAFETY® YELLOW

MARY EATON LAW

MARY K EATON, ATTORNEY AT LAW

70 HAZELWOOD AVENUE
LONGMEADOW, MA 01112

P | 413 567 444
F | 413 754 308

MEATON@MARYEATONLAW.COM
WWW.MARYEATONLAW.COM



Dot Lortie, GRI, SRES
REALTOR®

dotlortie@verizon.net
www.dotlortie.net



655 White Street, Springfield, MA 01108

Res.: 783-0195
Fax: 363-1987
Cell: 478-1940

Licensed in MA & CT

Hi Arkene,

Looking forward
to honoring a worthy
recipient - you do great
work! Always grateful
for my honor! 😊

If you have a flyer
or whatever, I'd like to send
one to Atty Eaton.

Take care, Dot ♥



City Council
36 Court Street
Springfield, MA 01103

Meeting: 04/06/15 07:00 PM

Department: Law

Category: General

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

Sponsors: At-Large Councilor Bud L. Williams

DOC ID: 2988

TABLED

SPECIAL ACT (ID # 2988)

An Act for the Removal of Snow and Ice from Bus Stops Within the City of Springfield

The Commonwealth of Massachusetts

In the Year Two Thousand Fifteen

AN ACT FOR THE REMOVAL OF SNOW AND ICE FROM BUS STOPS WITHIN THE CITY OF SPRINGFIELD

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 Massachusetts General Laws chapter 161B or any General or Special law to the contrary, the Pioneer Valley Transit Authority shall clear any accumulation of snow or ice from its bus stops located in the City of Springfield, within twenty-four hours after any snow or ice ceases to fall thereon. For the purpose of the Act, clearance shall mean the removal of such snow and ice as to allow an individual safe ingress or egress from the bus stop to any means of public transportation.

SECTION 2. The City of Springfield shall by ordinances enforce the provision of Section One of this Act by municipal fines, not exceeding \$200, for each such violation.

SECTION 3. The provisions of said act shall take effect upon passage.

***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 FOR THE REMOVAL OF SNOW AND ICE FROM BUS STOPS WITHIN THE CITY OF SPRINGFIELD,**” 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

HISTORY:

03/23/15 City Council
Next: 04/06/15

REFERRED TO COMMITTEE

RESULT: REFERRED TO COMMITTEE

Next: 5/4/2015 7:00 PM

INTER**OFFICE**

MEMO

To: Wayman Lee, Esquire
City Clerk

From: Anthony I. Wilson, Esquire
Associate City Solicitor

Subject: Special Act - **AN ACT FOR THE REMOVAL OF SNOW AND ICE FROM BUS STOPS WITHIN THE CITY OF SPRINGFIELD**

Date: March 18, 2015

In accordance with Rules and Orders of the Springfield City Council, 2015, as amended, Rule 16A, the City Solicitor on behalf of the sponsors (City Councilor Bud L. Williams) provides this report regarding the above Special Act ("Act") a copy is attached hereto. If the Act is approved by the City Council and signed by the Mayor, the Act would be sent the Massachusetts General Court for passage. If passed by the General Court the Governor must sign the Act.

The Act provides that notwithstanding Massachusetts General Laws chapter 161B of the General Laws or any other general or special law or rule or regulation to the contrary, that the PVTa be tasked with the removal of snow and ice from PVTa bus stops in the City of Springfield

It is the recommendation of City Councilor Bud L. Williams that this Act should be passed by the City Council. If you have any questions regarding this report, please feel free to contact me or the sponsors.



City Council

ADOPTED

Meeting: 04/06/15 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3013

4.13

Order Authorizing Expenditure of Additional FY 2015 Chapter 90 Funds (\$1,820,208) (Mayor Sarno)

WHEREAS, the Commonwealth of Massachusetts has appropriated an increased amount of Chapter 90 local transportation aid funding for Fiscal Year 2015 in the amount of \$1,820,208, yielding a total FY 2105 appropriation of \$5,460,623 incorporated into the City of Springfield 10-year Chapter 90 Contract (City Contract #0615), see attached letter from Governor Baker (Exhibit A), and

WHEREAS, this appropriation provides for the payment of funds to the City of Springfield in order to continue efforts to maintain and upgrade the roadway systems of the City; and

WHEREAS, the Commonwealth of Massachusetts will reimburse the City of Springfield for costs associated with these roadway improvements through disbursements made pursuant to Mass Gen. Laws Ch. 90, sec. 34(2)(a); and

WHEREAS, after reviewing this order, the Chief Administrative and Financial Officer certifies to the Mayor and City Council that in his professional opinion, after an evaluation of all pertinent financial information reasonable 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 expenditure of these grant funds, 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 Public Works of the Chapter 90 grant funds for the purposes listed below, 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 these purposes without further appropriation:

Chapter 90 Funds -

	Item	Original Chapter 90 Appropriation	Increased Chapter 90 Appropriation	Revised Chapter 90 Appropriation
1	Arterial and Residential Reconstruction	\$ 2,700,000	\$1,000,000	\$3,700,000
2	Design	\$ 390,415	\$270,208	\$660,623
3	Roadway Maintenance	\$ 200,000	\$100,000	\$300,000
4	Traffic Signal Improvements	\$ 150,000	\$50,000	\$200,000
5	In-house Staff Salaries	\$ 200,000	\$50,000	\$250,000

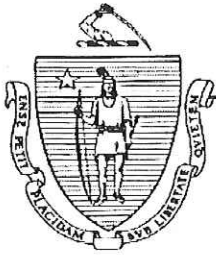
6	Roadway Maintenance Equipment	\$ 0	\$350,000	\$350,000
	Totals	\$3,640,415	\$1,820,208	\$5,460,623

A true copy of an Order passed by the City Council on _____, 2015

And approved by the Mayor on _____, 2015

The Commonwealth of Mass. has released the remaining FY15 Chapter 90 local transportation aid funding to Springfield in the amount of \$1,820,208.00. (A street list for the FY 2015 Roadway Improvement Program is attached.)

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



CHARLES D. BAKER
GOVERNOR

OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

KARYN E. POLITO
LIEUTENANT GOVERNOR

January 8, 2015

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

Dear Honorable Sarno:

We are pleased to inform you that the Chapter 90 local transportation aid funding for Fiscal Year 2015 has increased from \$200 million to \$300 million statewide.

This letter certifies that the **City of Springfield's** Chapter 90 apportionment for Fiscal Year 2015 has been increased from **\$3,640,415** to **\$5,460,623**. This apportionment will automatically be incorporated into your existing 10-Year Chapter 90 contract, which will soon be available on the MassDOT website. <http://www.massdot.state.ma.us/chapter90>.

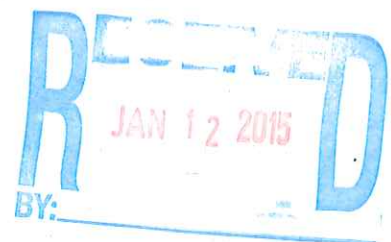
We look forward to working closely with your community to ensure the continuing success of the Chapter 90 program in the years to come.

Please feel free to contact Matthew Bamonte at (857) 368-9151 with any questions you may have regarding the Chapter 90 program.

Sincerely,

Charles D. Baker

Governor





City Council

ADOPTED

4.14

Meeting: 04/06/15 07:00 PM

Initiator: Mitchell Doty

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3007

Order Authorizing Expenditure of Winter Recovery Assistance Program (WRAP) FUNDS (\$546,062.00) (Mayor Sarno)

Order Authorizing Expenditure of Winter Recovery Assistance Program (WRAP) FUNDS (\$546,062.00)

WHEREAS, the Commonwealth of Massachusetts has appropriated “Winter Recovery Assistance Program” (WRAP) funding for Fiscal Year 2015 in the amount of \$546,062.00 , see attached letter from Mass DOT Secretary and CEO (Exhibit A),and

WHEREAS, this appropriation provides for the payment of funds to the City of Springfield in order to continue efforts to maintain and upgrade the roadway systems of the City; and

WHEREAS, the Commonwealth of Massachusetts will reimburse the City of Springfield for costs associated with these roadway improvements through disbursements made pursuant to Mass. Gen. Laws Ch. 90, sec. 34(2)(a); and

WHEREAS, after reviewing this order, the Chief Administrative and Financial Officer certifies 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 expenditure of these grant funds, 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 Public Works of the Chapter 90 grant funds for the purposes listed below 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 these purposes without further appropriation:

Winter Recovery Assistance Program Funds - \$546,062.00

For:

- Patching of potholes, cracking and other surface defects, including paving projects
- Repair and or replacement of signage, guardrail, storm grates, or road stripping and painting
- Projects identified through written agreement between the MassDOT Highway Division District office and the City.

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



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, MassDOT Secretary & CEO

MassDOT
Massachusetts Department of Transportation

March 19, 2015

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

Dear Honorable Sarno:

The record breaking snowfall and extreme weather this winter season has left many of the Commonwealth's roadways in poor condition. To assist municipalities in implementing much needed repairs, Governor Baker and Lt. Governor Polito are pleased to announce the Winter Recovery Assistance Program (WRAP). The Governor and Lt. Governor have approved a \$30 million statewide program designed to provide direct aid to all 351 cities and town across the Commonwealth. Although NOT a Chapter 90 program, these funds will be apportioned to the municipalities based on the Chapter 90 formula.

MassDOT is issuing a one-time contract allowing the **City of Springfield** to be reimbursed for up to **\$546,062** of roadway repairs resulting from this year's harsh winter weather. Eligible projects include (a) patching of potholes, cracking and other surface defects, including paving projects, (b) repair and or replacement of signage, guardrail, storm grates, or road striping or painting, and (c) projects identified through written agreement between the MassDOT Highway Division District Office and the **City of Springfield**.

The contract requires that all physical work be completed prior to June 30, 2015. Requests for reimbursement must be submitted to the Highway Division prior to July 31, 2015, in order to be reimbursed. Requests for reimbursement received after this date will not be processed by the Highway Division. The intent of this program is to assist cities and towns in addressing immediate and necessary repairs resulting from the winter weather. Considering the large volume of work and the short time period, it is understood that the general contractor may wish to subcontract a portion of the work.

Should you have any questions, please call Paul Jay at (857) 368-9150 or Maria Conti at (857) 368-9144.

Sincerely,

Stephanie Pollack
Secretary and Chief Executive Officer

RECEIVED
MAR 23 2015
Carolyn Jackson

This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). 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):		DEPARTMENT NAME: Massachusetts Department of Transportation MMARS Department Code: DOT	
Legal Address: (W-9, W-4,T&C):		Business Mailing Address: 10 Park Plaza, Boston, MA 02116	
Contract Manager:		Billing Address (if different):	
E-Mail:		Contract Manager: Paul Jay	
Phone:	Fax:	E-Mail: Paul.Jay@state.ma.us	
Contractor Vendor Code: : VC6000192140		Phone: 857-368-9150	Fax: 857-368-0661
Vendor Code Address ID (e.g. "AD001"): AD __, AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): INTF00X02015S0087426	
		RFR/Procurement or Other ID Number: WRAP	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form , scope, budget) ☒ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: __, 20 __. Enter Amendment Amount: \$ __. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following MassDOT TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☒ MassDOT 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 MassDOT/Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). <u>\$546,062.</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __ % PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __ % PPD. If PPD percentages are left blank, identify reason: __ agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); 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.) This agreement is for the Winter Recovery Assistance Program (WRAP)			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . ☐ 2. may be incurred as of __, 20 __, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . ☐ 3. were incurred as of __, 20 __, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2015</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR MassDOT: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	



Charles D. Baker, Governor
 Karyn E. Polito, Lieutenant Governor
 Stephanie Pollack, MassDOT Secretary & CEO

massdot
 Massachusetts Department of Transportation

Winter Recovery Assistance Program Rules and Regulations March 20, 2015

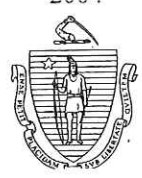
- 1) The amount of the funds allocated for each city and town is based upon the parameters of the Chapter 90 program; Road Miles, Population, and Employment. Although the allocation of funding is consistent with the Chapter 90 program, the Winter Recovery Assistance Program and the associated Standard Contract Form are separate and distinct from the Chapter 90 program.
- 2) Eligible activities include (a) patching of potholes, cracking and other surface defects, including paving projects, (b) repair and or replacement of signage, guardrail, storm grates, or road striping or painting.
- 3) Enclosed is a MassDOT Standard Contract Form. The highlighted items must be completed, signed and returned to the respective Highway Division District Highway Director as soon as possible but no later than April 20, 2015.
- 4) The District Highway Director is authorized to sign and execute all documents related to this program unless the contract amount is in excess of \$250,000. In which case the Highway Administrator must sign the Standard Contract Form.
- 5) No work may be performed until the Standard Contract Form is fully executed by the municipality and the appropriate Highway Division District Highway Director or Administrator.
- 6) Monies for each specific city or town will be encumbered by MassDOT. This results in the monies being obligated on the Commonwealth's accounting system for the purpose of effecting the reimbursement of bills paid by the cities and towns for projects as delineated above.
- 7) The city or town is not required to notify the District Office of each specific project or activity prior to commencing work. However, it is essential that the work performed is consistent with the eligible activities described in item 2 above.
- 8) All physical work must be completed prior to June 30, 2015.
- 9) Copies of invoices from the city or town, along with evidence of payment to contractors, must be received by the respective Highway Division District State Aid Engineer contact by July 31, 2015. District Offices will then process the reimbursement paperwork through MassDOT Headquarters. These invoices must be clearly marked as Winter Recovery Assistance Program. Invoices received at the District Offices after July 31, 2015, will not be reimbursed.
- 10) If the total amount of invoices submitted to MassDOT for the Winter Recovery Assistance Program is less than the total funds originally allocated, the remainder of this funding will be de-obligated and as a result, no longer available to the municipality.

-2-

- 11) In the event that a City or Town's contractor claims to be unavailable due to other work, said contractor will be allowed to sub-contract work related to the Winter Recovery Assistance Program.
- 12) Cities and Towns will be reimbursed by September 30, 2015, for their expenditures pertaining to the Winter Recovery Assistance Program up to the specified allocated amount as per the Secretary's letter of March 19, 2015.

Massachusetts Department of Transportation

CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME:

CONTRACTOR VENDOR/CUSTOMER CODE: VC

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Date:

Signature

Title:

Telephone:

Fax:

Email:

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

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

**Massachusetts Department of Transportation
CONTRACTOR AUTHORIZED SIGNATORY LISTING**



CONTRACTOR LEGAL NAME:

CONTRACTOR VENDOR/CUSTOMER CODE: VC

PROOF OF AUTHENTICATION OF SIGNATURE

It is a requirement of MassDOT to obtain authentication of signatures
for all signatories listed on the attached Contractor Authorized Listing

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

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

Title:

X

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

MassDOT Highway Division – District Contacts**DISTRICT 1**

270 Pittsfield Road

Lenox, MA 01240

District Highway Director – Peter Niles, P.E. – Tel: (413)-637-5700/ Fax: (413)-637-0309

State Aid Engineer - Kathy Stevens, Manager – Tel: (413) 637-5765/ Fax (413) 637-0309

DISTRICT 2

811 North King Street

Northampton, MA 01060

District Highway Director - Albert Stegemann, P.E.,- Tel: (413) 582-0599/ Fax: (413) 582-0596

State Aid Engineer - Louis Misiun, Manager – Tel: (413) 582-0548/ Fax (413) 582-0596

DISTRICT 3

403 Belmont Street

Worcester, MA 01604

District Highway Director - Jonathan Gulliver – Tel.: (781) 641-8300/ Fax: (781) 646-5115

State Aid Engineer – Michael O'Hara – Tel.: (508) 929-3944/ Fax: (781) 646-5115

DISTRICT 4

519 Appleton Street

Arlington, MA 02476

District Highway Director – Paul Stedman – Tel: (781) 641-8300/ Fax: (781) 646-5115

State Aid Engineer - Walter Kubik, Manager – Tel: (781) 862-1640, Al DeMatteis – Tel: (781) 862-1560/ Fax (781) 862-1673,

DISTRICT 5

1000 County Street

Taunton, MA 02780

District Highway Director – Mary-Joe Perry – Tel: (508) 884-4345/ Fax: (508) 880-6102

State Aid Engineer - Liz Lapointe – Tel: (508) 884-4259, Sean Sullivan – Tel: (508) 884-4221/ Fax (508) 880-6102

DISTRICT 6

185 Kneeland Street, 9th Floor

Boston, MA 02111

District Highway Director – Walter Heller, P.E. – Tel: (857) 368-6100

State Aid Engineer – Thom Keeley – Tel: (857) 368-6153, Elie Roditi – Tel: (857) 368-6162/ Fax (857) 368-0109/ Fax (857) 368-0110

MassDOT Fiscal Contacts

10 Park Plaza, Suite 5450

Boston, MA 02116

Paul Jay - Tel.: (857) 368-9150

Maria Conti - Tel.: (857) 368-9144

Fax: (857) 368-0661



City Council

ADOPTED

4.15

Meeting: 04/06/15 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3022

Highway Safety Sustained Enforcement Program (STEP) Grant Increase - No Match \$249,643.00 (Mayor Sarno)

WHEREAS, the Police Department ("Department") has previously been awarded a Highway Safety Sustained Enforcement Program ("STEP") Grant of \$124,821.50 from the Executive Office Of Public Safety and Security ("EOPSS"); and

WHEREAS, the purpose of the grant is for the Department to proceed with the FFY15 Highway Safety Sustained Enforcement Program;

WHEREAS, the Department intends to use the grant funds for enforcement and administration to be conducted by the Springfield Police Department. This grant is a program in which the department was invited to participate. Because the department regularly participates in the Governor's Highway Safety Initiative that deploys 3-4 times per year, EOPSS recognized there was a significant gap in concentrated Chapter 90 enforcement. This program will provide funding to close that enforcement gap. Coordinated overtime deployments will focus on chronic problems areas based on crash data and other indicators; and;

WHEREAS, EOPSS approved a \$124,821.50 increase to the grant to continue the previously established program; 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:

Highway Safety Sustained Enforcement Program (STEP) Grant - \$249,643

RESULT: PASSED BY VOICE VOTE

Mcnamara, Dorothy

From: Firlit, Deborah (EPS) [deborah.firlit@state.ma.us]
Sent: Tuesday, December 30, 2014 4:02 PM
o: Barbieri, John; Elliott, Brian; McNamara, Dorothy
Subject: SPRINGFIELD - FFY 2015 STEP Grant Approval and Authorization
Attachments: Springfield PD STEP 2015.pdf; FFY 2015 STEP SoS-a.doc

Importance: High

Good afternoon Commissioner Barbieri,

On behalf of the Executive Office of Public Safety and Security, Highway Safety Division, please accept this email and attachments **as authorization** for the Springfield Police Department to proceed with the FFY 2015 Sustained Enforcement (STEP) Grant Program, **effective December 30, 2014** as shown on your contract signed by Executive Director, Ellen Frank with an approved budget of **\$124,821.50** (*approx. \$109,824 for Enforcement; \$14,997.50 for Data Entry*). Please note that as federal funds become available, your grant award will be increased to the full amount of \$249,643 as requested on your application of which \$219,648 was requested for Enforcement patrols and \$29,995 for Data Entry.

NOTE: You will not be reimbursed for any costs incurred in advance of the contract effective date nor any costs incurred after September 30, 2015. Please keep a copy of this email in your files as proof of authorization to begin with your planned enforcement.

If you have any questions, please don't hesitate to contact me.

Thank you,
 Deb

PLEASE CONFIRM RECEIPT OF THIS EMAIL.

Attachments:

Signed Contract

Scope of Services

NOTE: Reporting Forms for Enforcement Activity and Expenditure Reports (Enforcement and Data Entry) can be found on our website www.mass.gov/highwaysafety under the link, FFY 2015 Grant Opportunities.

Deborah Firlit

Program Coordinator

EOPSS/Highway Safety Division

Ten Park Plaza, Suite 3720

Boston, MA 02116

T: 617-725-3356 F: 617-725-0260

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



C#20150754

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

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety & Security MMARS Department Code: EPS	
Legal Address: (W-9, W-4,T&C): 130 Pearl Street, Springfield, MA 01105		Business Mailing Address: 10 Park Plaza, Suite 3720, Boston, MA 02116	
Contract Manager: Sgt. Brian Elliott		Billing Address (if different):	
E-Mail: bellott@springfieldpolice.net		Contract Manager: Diane Perrier	
Phone: 413-787-6318 Fax: 413-787-6663		E-Mail: Diane.Perrier@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 617-725-3301 Fax: 617-725-0260	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 2015SPRINGFIELDSTEPX	
		RFR/Procurement or Other ID Number: Grant Application	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ☐ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) ☒ <u>Department Procurement</u> (Includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) ☐ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ☐ <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) ☐ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) ☐ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ☐ <u>Contract Employee</u> (Attach any updates to scope or budget) ☐ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following <u>COMMONWEALTH TERMS AND CONDITIONS</u> (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to Intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>124,821.50</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle __ statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
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.) FFY2015 Highway Safety Sustained Traffic Enforcement Program (STEP) AL-15-12-12/OP-15-07-12			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☐ 2. may be incurred as of ____, 20__, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☐ 3. were incurred as of ____, 20__, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>9/30, 2015</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>12/19/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor, City of Springfield</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>12-30-14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Ellen J. Frank</u> Print Title: <u>Executive Director</u>	

Mcnamara, Dorothy

From: Firlit, Deborah (EPS) [deborah.firlit@state.ma.us]
Sent: Friday, March 27, 2015 2:35 PM
To: McNamara, Dorothy
Subject: FW: Springfield - FFY 2015 STEP Grant Contract Amendment
Attachments: Springfield PD 2015 STEP amend to \$249,643.doc

Importance: High

FYI

From: Firlit, Deborah (OGR)
Sent: Friday, March 27, 2015 2:27 PM
To: Springfield Commissioner; Springfield
Subject: Springfield - FFY 2015 STEP Grant Contract Amendment
Importance: High

Good afternoon Chief and Grant Contact,

As expected, funding has become available and we are now able to increase the Springfield Police Department FFY 2015 STEP grant award funds to the maximum amount you requested on your application – that is, \$249,643 (\$219,648 for Enforcement and \$29,995 for Data Entry).

Please review the amended contract, sign and return to me as soon as possible. Once our Executive Director signs the contract, I will email you a copy of the final signed version for your files.

If any questions, please don't hesitate to contact me.

Thank you again for participating in this year's STEP grant program. We appreciate all your efforts in traffic safety.

Deb

Deborah Firlit
 Program Coordinator
 EOPSS/Highway Safety Division
 Ten Park Plaza, Suite 3720
 Boston, MA 02116
 T: 617-725-3356 F: 617-725-0260

U Drive, U Text, U Pay



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

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety & Security MMARS Department Code: EPS	
Legal Address: (W-9, W-4, T&C): 130 Pearl Street, Springfield, MA 01105		Business Mailing Address: 10 Park Plaza, Suite 3720, Boston, MA 02116	
Contract Manager: Sgt. Brian Elliott		Billing Address (if different):	
E-Mail: belliot@springfieldpolice.net		Contract Manager: Diane Perrier	
Phone: 413-787-6318	Fax: 413-787-6663	E-Mail: Diane.Perrier@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 617-725-3301	Fax: 617-725-0260
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 2015SPRINGFIELDSTEPX	
		RFR/Procurement or Other ID Number: Grant Application	
☐ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form , scope, budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		☒ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>09/30</u> , 2015 Enter Amendment Amount: \$ <u>+124,821.50</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☒ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>249,643.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FFY2015 Highway Safety Sustained Traffic Enforcement Program (STEP) AL-15-12-12OP-15-07-12			
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 <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date . ☐ 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date . ☐ 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>9/30</u> , 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: <u>Ellen J. Frank</u>	
Print Title: _____		Print Title: <u>Executive Director</u>	



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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, §.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. 93J](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

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

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

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, 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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



"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.



City Council

ADOPTED

4.16

Meeting: 04/06/15 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2999

Collective Bargaining Ratification - Building Inspectors (Mayor Sarno)

WHEREAS, the City's Labor Relations Director has received confirmation from the Springfield Building Department Inspectors Association - that this bargaining unit has ratified a new collective bargaining agreement for the time period of July 1, 2014 through June 30, 2017; and

WHEREAS, the Labor Relations Department is requesting that the City Council approve the terms of the Collective Bargaining Agreement, which are described in a letter from the Labor Relations Director and Memorandum from the Chief Administrative and Financial Officer, which are attached hereto; and

WHEREAS, the Agreement includes wage increases effective July 1, 2014 of two per cent (2%); and

WHEREAS, the Agreement includes wage increases effective July 1, 2015 of two per cent (2%); and

WHEREAS, the Agreement includes wage increases effective July 1, 2016 of two per cent (2%); and

WHEREAS, the Chief Administrative and Financial Officer has certified that 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 amended by Section 1 of Chapter 468 of the Acts of 2008;

NOW THEREFORE, the City Council hereby approves the report of the Labor Relations Director regarding the ratification of the collective bargaining agreement between the City of Springfield and the Springfield Building Department Inspectors Association, and the terms thereof, as described in the attached documents, for the time period of July 1, 2014 through June 30, 2017.

RESULT:	ADOPTED [12 TO 0]
MOVER:	Timothy C. Allen, Ward 7 Councilor
SECONDER:	Clodo Concepcion, Ward 5 Councilor
AYES:	Ashe, Allen, Concepcion, Shea, Ramos, Rooke, Williams, Twiggs, Hurst, Edwards, Luna, Fenton
ABSENT:	Kateri B. Walsh

City of Springfield, MA
And
Springfield Building Department Inspectors Association

TENTATIVE AGREEMENT

3-12-15

The parties agree that the below is a tentative agreement on the entire successor agreement.

1. Art. 9.02 add "Effective 7-1-15 employees will be required to wear khaki pants as a part of their uniform."
2. Art.10.01 re-write as follows: 10.01 The hours of work for members of the unit shall consist of seven and one half (7 ½) hours per day, Monday thru Friday. The work week shall consist of thirty-seven and one-half (37 ½) hours per week exclusive of a forty-five (45) minute lunch daily. The work day shall consist of the following:

Start Work - 8:15 am
Office Time until - 9:00 am
45 minute Lunch Period (unpaid)
Office Time - 4:00 pm to the end of the day
End of the work day - 4:30 p.m.

The alternative schedule of

Start Work - 7:00 am
Office Time until - 7:45 am
45 minute Lunch Period (unpaid)
Office Time - 2:45 pm to the end of the day
End of the work day - 3:15 p.m.

The Commissioner may allow some flexibility to the above work hours on an individual basis at his sole discretion. Any approval of flex hours may be withdrawn by the Commissioner with two weeks' notice to the employee.

In lieu of reporting to the office at the beginning and the end of the work day, the employer reserves the right to issue tough books or similar devices for use in the field, including the right to have employees punch in from the field.

At the Employer's sole discretion, the work week may be increased to forty (40) hours per week. If the Employer opts to increase the work week to forty (40) hours per week, it will give the Union thirty (30) calendar days of advance notice before implementing the forty (40) hour per week schedule. It is also the Employer's sole discretion to revert back to a thirty seven and one-half (37.5) hours per week schedule. If the Employer opts to revert back to a thirty seven

and one-half (37.5) hours per week schedule it will give the Union thirty (30) calendar days of advance notice before implementing the thirty seven and one-half (37.5) hours per week schedule. The parties agree that the employer is not obligated to bargain over the decision or impact of moving to a forty (40) hours per week schedule or reverting back to a thirty seven and one-half (37.5) hours per week schedule. The parties also agree that should the Employer determine that it will revert back to a thirty seven and one-half (37.5) hours per week schedule, the Union may send the Employer written alternatives to reverting back which the Employer may consider.

If the Employer opts to have a forty (40) hours per week schedule, the regular work day will be as follows:

Start Work -	7:45 am
Office Time until -	8:30 am
45 minute Lunch Period (unpaid)	
Office Time -	3:45 pm to the end of the day
End of the work day -	4:30 p.m.

Or the alternative schedule of

Start Work -	7:00 am
Office Time until -	7:45 am
45 minute Lunch Period (unpaid)	
Office Time -	3:15 pm to the end of the day
End of the work day -	3:45 p.m.

3. Art. 27.10 add "Identification Cards. If employees are issued identification cards and/or name tags they will be required to wear same while at work."

4. Art.27.11 add "**Direct Deposit.** The employer reserves the right to pay all members of the bargaining unit through direct deposit. If the employer exercises this right the employer will give the affected employees and the Union two (2) weeks' notice. Employees will be required to complete documentation and provide the employer with necessary account information to arrange for direct deposit. In the event that an employee does not have a bank account the employer reserves the right to pay the employee by crediting a debit card with the employees pay earned during the pay period."

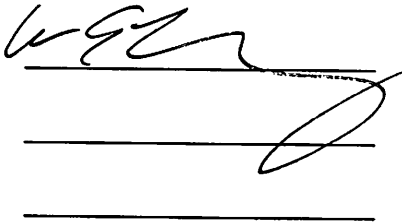
5. Art.27.12 add "The employer may elect to provide payroll advices to employees, on a voluntary basis, electronically. The employer shall provide the Union with 30 days' notice prior to making this change. All employees voluntarily opting for electronic payroll advices shall provide the Payroll Department with an email address (should an email address be necessary) to arrange for the transmission of this information."

6. Art. 27.14 add "**Evaluations.** Employees shall be given a copy of their evaluation form at the time they are required to sign it. Employees may be evaluated up to two (2) times per year. Evaluations themselves are not disciplinary action, but they can be used in a disciplinary hearing by either party."

7. Art. 27.15 add "**Bi-Weekly payroll.** The City may elect to switch to a two (2) week payroll and shall provide the Union and employees with 90 days' notice prior to making the change."

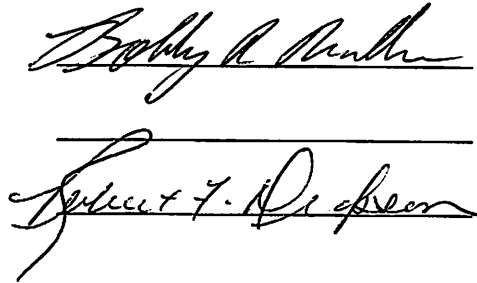
8. Signature page-update
9. Appendix A-Effective and retroactive to 7-1-14 increase wages by 2%, effective 7-1-15 increase wages by 2%, effective 7-1-16 increase wages by 2%. In order to be eligible for retroactive monies an employee must be on the City of Springfield payroll as a Building Inspector bargaining unit member on the effective date of the salary increase and on the date of ratification by the Springfield City Council. Should the City desire to move to a 40 hour work week, the salary tables in Appendix A will be increased by six percent (6%) for the time employees are actually working 40 hours per week. The Employer agrees to provide 30 days' notice prior to increasing the schedule to 40 hours per week and reserves the right to reduce the schedule to 37.5 hours per week at any time and at the Employer's sole discretion. Should the Employer desire to reduce the workweek back to 37.5 hours, the Employer will give the Union 30 days' notice. The parties agree that determining whether the schedule is 37.5 hours per week or 40 hours per week is a management decision and that no further bargaining is necessary, including impact bargaining.
10. Senior Inspectors-increase weekly rate of pay by \$25.00 effective 6-30-16
11. Duration- July 1, 2014 through June 30, 2017
12. All previous tentative agreements.

FOR THE CITY



3-17-15
DATE

FOR THE UNION



March 13, 2015
DATE



**CITY OF SPRINGFIELD, MASSACHUSETTS
HUMAN RESOURCES AND LABOR RELATIONS
36 Court Street, Room 005
Springfield, MA 01103
413-787-6068**

March 17, 2015

To the Springfield City Council

Please be advised that this department has received confirmation from the representative of **Springfield Building Department Inspectors Association**, that this bargaining unit has ratified a new collective bargaining agreement for the time period of July 1, 2014 to June 30, 2017 with the City of Springfield.

We hereby submit to you this report for approval by the City Council which would reflect the following wage increases in the **Building Inspector's wage scale**.

Wage Increases:	Effective July 1, 2014	Two percent (2%)
	Effective July 1, 2015	Two percent (2%)
	Effective July 1, 2016	Two percent (2%)

Additionally, effective June 30, 2016, Senior Inspectors will receive a twenty-five (\$25.00) increase to their weekly rate of pay.

Additionally, should the City decide to increase the hours of the Building Inspectors from 37.5 hours to 40 hours per week, the Building Inspector's wage scale would increase by six (6%) percent for the time employees are actually working 40 hours per week.

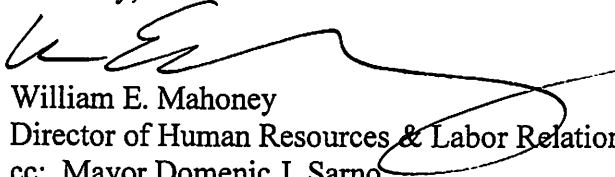
The parties agreed that at the employer's sole discretion, the work week may be increased to forty (40) hours per week. The parties also agreed that the Employer is not obligated to bargain over the decision or impact of moving to a forty (40) hours per week schedule or reverting back to a thirty seven and one-half (37.5) hours per week schedule.

A financial order reflecting the cost of the wage increase is attached.

In accordance with the Acts of 656 of 1989, the Chief Financial Officer must give in writing his opinion relative to the financial impact of the agreement on the existing level of municipal services.

If any other questions exist please feel free to contact this office.

Sincerely,



William E. Mahoney

Director of Human Resources & Labor Relations

cc: Mayor Domenic J. Sarno

cc: T.J. Plante – CAFO

cc: Steve Desilets, Code Enforcement Commissioner

cc: File

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: March 18, 2015
Re: Order for Council Meeting – April 6, 2015
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the April 6, 2015 Council meeting that requests ratification of the current agreement between the City of Springfield and the Springfield Building Department Inspectors Association.

Background: The new agreement includes a 2% wage increase for FY15, FY16, and FY17 for all Springfield Building Inspectors. In addition, Senior Inspectors will receive an increase in their weekly rate of pay of \$25.00 effective June 30, 2016. The City will need to fund \$13,371.55 in retroactive pay agreed upon under this new agreement, however the Building Code department is currently running a large enough surplus in their Salary and Wages line item to absorb the additional cost.

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

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



City Council
36 Court Street
Springfield, MA 01103

Meeting: 04/06/15 07:00 PM

Department: Law

Category: General

Prepared By: Kathy Breck

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3021

ADOPTED

RESOLUTION (ID # 3021)

Resolution Approving a City Investment Policy

WHEREAS, the City's Office of Management and Budget and the City Treasurer/Collector have requested that the City adopt an Investment Policy in order to: (a) provide a clear understanding between the City of Springfield and its Investment Managers, Financial Advisors, and Banking Institutions regarding the objectives, goals, risk tolerance, and investment guidelines established for the investment of City funds; and (b) to describe for the Office of Treasurer & Collector of Taxes, the public, and City staff the underlying logic and philosophy supporting this Statement; and

WHEREAS, the Investment Policy attached hereto as Exhibit A is recommended by the City's Chief Administrative and Financial Officer (CAFO) and Treasurer/Collector;

NOW THEREFORE, BE IT RESOLVED that the City Council hereby approves the Investment Policy attached hereto as Exhibit A, and incorporated herein by reference.

RESULT: REFERRED TO COMMITTEE**Next: 5/4/2015 7:00 PM**

EXHIBIT A**CITY OF SPRINGFIELD
INVESTMENT POLICY STATEMENT**

The primary purpose of this Investment Policy Statement ("IPS") is to provide a clear understanding between the **City of Springfield, MA.** and its Investment Managers, Financial Advisors, and Banking Institutions regarding the objectives, goals, risk tolerance, and investment guidelines established for the investment of City funds. The secondary purpose is to describe for the Office of Treasurer & Collector of Taxes, the public, and City staff the underlying logic and philosophy supporting this Statement.

**I. The Investment of General Funds, Special Revenue Funds,
Enterprise Funds, and Capital Projects Funds****A. Scope**

This section of the IPS applies only to short term operating funds such as general funds, special revenue funds, enterprise funds, bond proceeds and capital project funds. Section II will deal with trust funds, and any other funds with special circumstances such as stabilization funds. A separate Contributory Retirement Board, either local or county, is responsible for the investment of the pension funds.

B. Investment Instruments

Note: Public investments in Massachusetts are not protected through provisions in State law. Therefore, they are largely uncollateralized. Many banking institutions are willing to put up collateral, albeit at a cost to the entity resulting in a lower interest rate. The Treasurer negotiates for the highest rates possible, consistent with safety principles.

The Treasurer may invest in the following instruments:

- Massachusetts State pooled fund: **Unlimited amounts** (Pool is liquid) The Massachusetts Municipal Depository Trust (MMDT), an investment pool for state, local, county and other independent governmental authorities, is under the auspices of the State Treasurer. It invests in Bankers Acceptances, Commercial Paper of high quality, Bank Certificates of Deposit, Repurchase agreements (Repos), and U. S. Treasury Obligations. It has Federal Deposit Insurance Corporation (F.D.I.C.) pass-through insurance on the CD's up to the standard limits and takes delivery on the Repos and Treasuries. Under Government Accounting Standards Board Regulation (GASB III), it is not considered an uncollateralized product.
- U. S. Treasuries that will be held to maturity: **Unlimited amounts** (Up to one year maturity from date of purchase)
- U.S. Agency obligations that will be held to maturity. **Unlimited amounts** (Up to one year maturity from date of purchase)
- Bank accounts or Certificates of Deposit ("CDs") (Up to one year) which are fully collateralized through a third party agreement: **Unlimited Amounts**
- Bank accounts and CDs (Up to one year) insured by F.D.I.C. up to the coverage limit. All bank accounts and CDs in one institution are considered in the aggregate for the insurance coverage limit. In some cases Banking Institutions carry additional insurance, Depository Insurance Fund (D.I.F.): Contact banking representative for amounts of coverage.

- **Unsecured bank deposits** of any kind such as other checking, savings, money market, or Certificates of Deposit accounts at Banks that do not fit the above categories. These investments are subject to the following limitations: **No more than 5% of an institution's assets and no more than 25% of a municipality's cash may be comprised of unsecured bank deposits.** This percentage may be increased for not more than 30 days during times of heavy collection or in anticipation of large payments that will be made by the Town in the near future. These payments may be for such items as debt service payment or regional school assessments. Their credit worthiness will be tracked by Veribanc, or other bank credit worthiness reporting systems. They will be diversified as much as possible. CDs will be purchased for no more than one year and will be reviewed frequently.
- **Money Market Mutual Funds** that are registered with the Securities and Exchange Commission that have received the highest possible rating from at least one nationally recognized statistical rating organization and as otherwise referenced in the Massachusetts General Law Chapter 44 Section 55.

C. Diversification

Diversification should be interpreted in two ways: in terms of maturity as well as instrument type and issuer. The diversification concept should include prohibition against over concentration of maturities, as well as concentration in a specific institution. With the exception of U.S. Treasury obligations or investments fully collateralized by U.S. Treasuries or agencies, and State pools (MMDT), no more than 10% of the City's investments shall be invested in a single financial institution.

D. Authorization

The Treasurer has authority to invest entity funds, subject to the statutes of the Commonwealth Massachusetts General Law Chapter 44, Sections 55, 55A, & 55B.

E. Restrictions

Chapter 44, Section 55 set forth several restrictions that the Treasurer must be aware of when making investment selections.

- A Treasurer shall not at any one time have on deposit in a bank or trust company an amount exceeding 60% of the capital and surplus of such bank or trust company, or banking company, unless satisfactory security is given to it by such bank or trust company, or banking company for such excess.
- The treasurer shall not make a deposit in any bank, trust company or banking company with which he is, or for any time during the three years immediately preceding the date of any such deposit was, associated as an officer or employee.
- All securities shall have a maturity from date of purchase of one year or less.
- Purchases under an agreement with a trust company, national bank or Banking Company to repurchase at not less than original purchase price of said securities on a fixed date shall not exceed ninety days.

F. Legal References

Massachusetts General Law Chapter 44, Section 55
 Massachusetts General Law Chapter 44, Section 55A
 Massachusetts General Law Chapter 44; Section 55B

II. The Investment of Long Term Funds

A. Scope

This section of the IPS applies only to funds that are designated as long term, i.e. trust funds, stabilization funds, cemetery perpetual care, community preservation act and other funds the town may have set aside for long term use.

All accounts will be maintained separately receiving their proportionate interest and any realized and unrealized gains or losses. The account will be established as a pooled investment portfolio unless otherwise stated. Any additional accounts will be maintained in this same manner.

B. Authority

Massachusetts General Law Chapter 44, section 54 pertains to the investment of Trust Funds. All trust funds shall fall under the control of the City Treasurer unless otherwise provided or directed by the donor.

C. Investment Instruments

M.G.L. Chapter 44, section 54 states that money should be deposited into savings bank, trust companies incorporated under the laws of the Commonwealth, banking companies incorporated under the laws of the Commonwealth which are members of the Federal Deposit Insurance Corporation, or national banks, or invested in participation units in a combined investment fund under section 38A of M.G.L.ch. 29, or in a paid-up shares and accounts of and in co-operative banks, or in shares of savings and loan associations or in share or savings deposits of federal savings and loan associations doing business in the Commonwealth.

Additionally the City may invest such funds in securities, other than mortgages or collateral loans, which are legal for the investment of funds of savings banks under the laws of the Commonwealth; provided, that not more than fifteen percent (15%) of any such trust funds shall be invested in bank stocks and insurance company stocks, nor shall more than one and one-half percent (1 ½%) of such funds be invested in the stock of any one bank or insurance company.

The Treasurer may invest in the following instruments:

- U. S. Treasuries that maybe sold prior to maturity: Unlimited amounts (With no limit to the length of maturity from date of purchase)
- U.S. Agency obligations that maybe sold prior to maturity. Unlimited amounts (With no limit to the length of maturity from date of purchase)
- Bank accounts or Certificates of Deposit ("CDs") Unlimited amounts (With no limit to the length of maturity from date of purchase), which is fully collateralized through a third party agreement:

- Bank accounts and CDs (With no limit to the length of maturity from date of purchase) fully insured by F.D.I.C. and in some cases also Depository Insurance Fund of Massachusetts (D.I.F.): All bank accounts and CDs in one institution are considered in the aggregate to receive the insurance coverage limit.
- Unsecured bank deposits of any kind such as other checking, savings, money market, or Certificates of Deposit accounts at Banks that do not fit the above categories. These investments are subject to the following limitations: These investments will be limited to no more than 5% of an institution's assets and no more than 25% of a municipality's cash. This percentage may be increase for not more than 30 days during times of heavy collection or in anticipation of large payments that will be made by the City in the near future. These payments maybe for such items as debt service payment or regional school assessments. Their credit worthiness will be tracked by Veribanc, or other bank credit worthiness reporting systems. They will be diversified as much as possible. CDs will be purchased with no limit to the length of maturity from the date of purchase and will be reviewed frequently.
- Common and preferred stock that are listed in the List of Legal Investments.
- Investment Funds that are listed in the List of Legal Investments.
- All other items not separately identified here that are listed in the List of Legal Investments.

D. Standards of Care

The standard of prudence to be used by the Treasurer shall be the "Prudent Person" standard and shall be applied in the context of managing an overall portfolio. The Treasurer acting in accordance with written procedures and this IPS, and exercising reasonable due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided the purchases and sale of securities is carried out in accordance with the terms of this IPS.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs; not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.

In addition this section would also apply to M.G.L. Chapter 44, Section 55A which refers to the liability of the Treasurer for losses due to bankruptcy.

E. Diversification

Diversification should be interpreted in two ways: in terms of maturity as well as instrument type and issuer. The diversification concept should include prohibition against over concentration of maturities, as well as concentration in a specific institution, with the exception of U.S. Treasury obligations or investments fully collateralized by U.S. Treasuries or agencies.

F. Legal References

Massachusetts General Law Chapter 44, Section 54
 Massachusetts General Law Chapter 44, Section 55A
 Massachusetts General Law Chapter 44, Section 55B

Trust Funds may be co-mingled and invested in any instruments allowed by the Commonwealth of Massachusetts list of Legal Investments Legal issued by the Banking Commissioner each July. Each trust fund must be accounted

for separately. Chapter 44, Section 54 sets forth that Treasurers may invest in instruments that are legal for savings banks. This list of investments is included in the Commonwealth of Massachusetts List of Legal Investments, Chapter 167, Section 15A.

III. General Provisions

A. Objective

Massachusetts General Laws, Chapter 44, section 55B requires the City Treasurer to invest all public funds except those required to be kept uninvested for purposes of immediate distribution.

This section also requires that invested funds are to be placed at the highest possible rate of interest reasonably available, taking into account the acceptable levels of safety, liquidity and yield. Therefore, these guidelines are intended to further the objective of securing the highest reasonable return available that is consistent with safety of principal while meeting the daily cash requirements for the operation of the entity's business.

- **Safety** of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to preserve capital through the mitigation of credit risk and interest rate risk. These risks shall be mitigated by the diversification and prudent selection of investment instruments, and choice of depository. Credit risk is the risk of loss due to the failure of the security issuer or backer. Interest rate risk is the risk that the market value of the security will fall due to changes in general interest rates.
- **Liquidity** is the next most important objective. The overall investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Since all possible cash demands cannot be anticipated, the treasurer shall attempt to carry out investment activities in a manner that provides for meeting unusual or unexpected cash demands without requiring the liquidation of investments that could result in forfeiture of accrued interest earnings, and loss of principal in some cases.
- **Yield** is the third, and last, objective. Investments shall be undertaken so as to achieve a fair market average rate of return, taking into account safety and liquidity constraints as well as all legal requirements.

B. Risk Tolerance

- **Credit Risk**

"Credit risk" is the risk that an issuer or other counterparty to an investment will not fulfill its obligations.

The City will manage credit risk several ways. There will be no limit to the amount of United States Treasury and United States Government Agency obligations.

In regards to other investments, the City will only purchase investment grade securities with a high concentration in securities rated "A" or better. The City may invest in the Massachusetts Municipal Depository Trust (MMDT) with no limit to the amount of funds placed in the fund. The City may place funds in banking institutions as stated in Section C of this IPS.

- **Custodial Risk**

The “custodial credit risk” for deposits is the risk that, in the event of the failure of a depository financial institution, a municipality will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a municipality will not be able to recover the value of investment or collateral securities that are in the possession of an outside party.

The City will review the financial institution’s financial statements and the background of the Advisor. The intent of this qualification is to limit the City’s exposure to only those institutions with a proven financial strength, Capital adequacy of the firm, and overall affirmative reputation in the municipal industry. Further, all securities not held directly by the City, will be held in the City’s name and tax identification number by a third-party custodian approved by the Treasurer and evidenced by safekeeping receipts showing individual CUSIP numbers for each security.

- **Concentration of Credit Risk**

“Concentration of credit risk” is the risk of loss attributed to the magnitude of a government’s investment in a single issuer.

The City will minimize concentration of credit risk by diversifying the investment portfolio so that the impact of potential losses from any one type of security or issuer will be minimized.

- **Interest Rate Risk**

“Interest rate risk” is the risk that changes in interest rates will adversely affect the fair value of an investment.

The City will manage interest rate risk by managing duration in the account.

- **Foreign Currency Risk**

“Foreign currency risk” is the risk that changes in foreign monetary exchange rates will adversely affect the fair value of an investment or a deposit.

The City will limit investment in any instrument exposed to foreign currency risk.

C. Ethics

The Treasurer (and Assistant Treasurer) shall refrain from any personal activity that may conflict with the proper execution of the investment program or which could impair or appear to impair ability to make impartial investment decisions. Said individuals shall disclose to the Chief Administrative and Financial Officer (CAFO) any material financial interest in financial institutions that do business with the City. They shall also disclose any large personal financial investment positions or loans that could be related to the performance of the City’s investments.

D. Relationship with Financial Institutions

Financial institutions should be selected first and foremost with regard to their financial soundness and stability. The City will subscribe to the Veribanc Rating Service to evaluate the banking institutions with which it chooses to

establish relationships. Brokers should be recognized, reputable dealers and members of the Financial Industry Regulatory Authority (FINRA).

In instances where the City does not purchase the Veribanc Rating Service, the Treasurer should request the banking institution's Veribanc rating from all of the banking institutions that are working with the City on a quarterly basis.

When using the Veribanc Rating Service the Treasurer may invest in such banks that show a green rating in a particular quarter. If a rating is yellow the Treasurer should contact the appropriate banking institution and request in writing an explanation of the change in rating and the expected time table for it to be changed to green. If for a second quarter such rating is not green, the Treasurer should consider removing all funds that are not collateralized, or carries some form of depositors insurance. If a rating moves to red all money should be immediately collateralized or covered by some form of depositors insurance or be removed from the banking institution.

The Treasurer shall require any brokerage houses and broker/dealers wishing to do business with the municipality to supply the following information to the Treasurer on an annual basis:

- Financial statements
- If acting as a Registered Investment Advisor, copy of their most recent Form ADV
- A statement that the Advisor has read the municipality's IPS and will comply with it on an annual basis

E. Reporting Requirements

On a quarterly basis, a report containing the following information will be prepared by the Treasurer and distributed to the Chief Administrative and Financial Officer (CAFO), and/or Investment Committee, as appropriate. The quarterly report will include the following information, as a minimum requirement:

- A listing of the individual accounts and individual securities held at the end of the reporting period.
- A listing of the short-term investment portfolio by security type and maturity to ensure compliance with the diversification and maturity guidelines established in the "Diversification" section of this IPS.
- A summary of the income earned on a monthly basis and year-to-date basis shall be reported.
- The report should demonstrate the degree of compliance with the tenets set forth in the IPS.

I _____, Treasurer of the City of Springfield have reviewed this IPS and will manage the City's funds under my control in accordance with this IPS.

I _____, as Representative of _____ have reviewed this IPS and will manage the City's funds under my control in accordance of this IPS.

Treasurer's Signature

Stephen J. Lonergan

Treasurer's Printed Name

Date

Advisor's Signature

Advisor's Printed Name

Date



City Council

ADOPTED

5.18

Meeting: 04/06/15 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3024 A

Central Street - 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 COLUMBIA GAS OF MASSACHUSETTS, be and it is hereby granted a location for and permission to
<<Insert proper utility template>>

Central 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 April 6, 2015

City Clerk

We hereby certify that on April 1, 2015, at 5:30 PM, at 70 Tapley Street a public hearing was held on the petition of the COLUMBIA GAS OF MASSACHUSETTS 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 April 6, 2015, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk

CITY OF SPRINGFIELD**CITY CLERK'S OFFICE**

March 17, 2015

Notice is hereby given that the Board of Public Works will give a hearing **at 70 Tapley Street, (Richard E. Neal Municipal Operations Center) in the Conference Center, Wednesday April 1, 2015 at 5:30 P.M.** to all parties interested in the petition of Columbia Gas of Massachusetts to replace 5,770 feet of underground main pipes on Central Street, Foster Street, Clifton Avenue, Cherry Street, Hancock Street and Hickory Street.

By Order of the City Council

Wayman Lee, Esquire

City Clerk

FOR INFORMATION CALL:

BOARD OF PUBLIC WORKS
70 TAPLEY STREET
SPRINGFIELD, MA 01104
413-784-4884

Attachment: 4-01-15 abutter notice CMA Central Street (3024 : Central Street)

Columbia Gas[®] of Massachusetts

A NiSource Company

JOB ORDER NUMBER (557) 14-0825155-00
JOB ORDER NUMBER (558 TIRF) 14-0825156-00
JOB ORDER NUMBER (558 NON-TIRF) 14-0825160-00
JOB ORDER NUMBER (UPRATE) 14-0825158-00

PROJECT ID 14-27136
CENTRAL ST, SPRINGFIELD MA

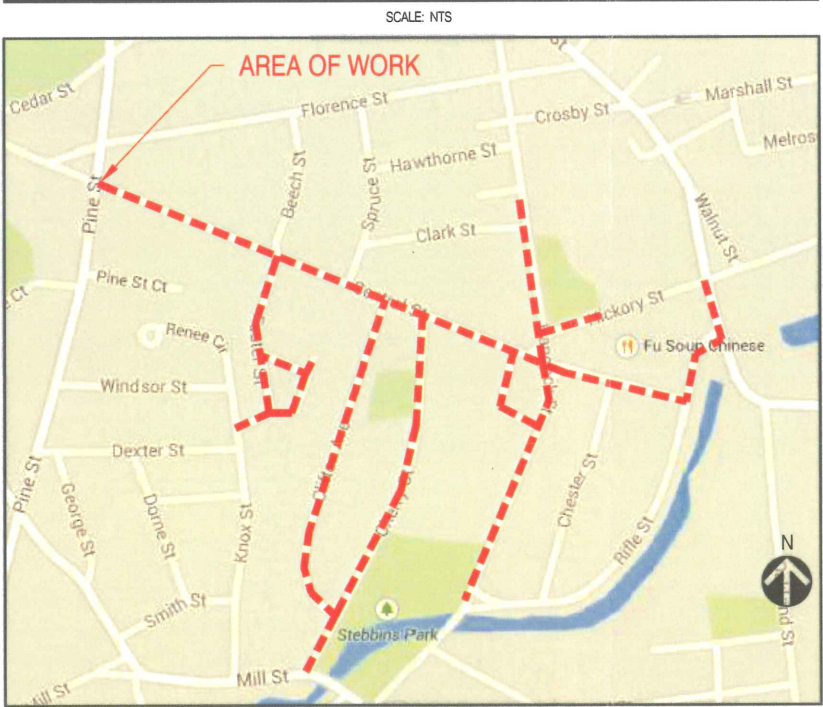
PROJECT INFORMATION

FIELD ENGINEER/TECHNICIAN:	RICHARD SALVAREZZA
CONSTRUCTION FLL:	MARK PARISEAU / KIRK GEDMEN
PERMITS:	SPRINGFIELD DPW
TCC:	8200
COUNTY:	HAMPDEN
TAX DISTRICT:	0000244
MAP NUMBER:	23, 24
SYSTEM NUMBER(S):	80003054, 80003053, 80003048
24 HR. EMERGENCY LINE:	COLUMBIA GAS OF MASSACHUSETTS 1-800-525-8222

LEGEND

CS	EXISTING GAS MAIN	TEST WELL
CI	EXISTING GAS MAIN TO BE ABANDONED	REGULATOR STATION
BS	PROPOSED GAS MAIN	SINGLE CUSTOMER REGULATOR
WI	PROPOSED GAS MAIN UPRATE	METER
PM	COATED STEEL GAS MAIN	METER WITH REGULATOR
EM	CAST IRON GAS MAIN	TEST POINT (STATION)
LP	BARE STEEL GAS MAIN	GAS SERVICE TIE-OVER
IP	WROUGHT IRON GAS MAIN	GAS SERVICE REPLACEMENT
MP	HIGH DENSITY POLYETHYLENE GAS MAIN	METER MOVE OUT
HP	MEDIUM DENSITY POLYETHYLENE GAS MAIN	TELEPHONE MANHOLE
AT	ELECTRONIC MARKER	DRAIN MANHOLE
BH	LOW PRESSURE	ELECTRIC MANHOLE
BLGH	INTERMEDIATE PRESSURE	CATCH DRAIN
DB	MEDIUM PRESSURE	SEWER MANHOLE
IS	HIGH PRESSURE	FIRE HYDRANT
OC	ATTACHED	UTILITY POLE
PB	BRIDGE HANGER	WETLAND
PL	BUILDING HANGER	GAS VALVE
RT	DIRECTIONAL BORE	CRITICAL GAS VALVE
(E)	INSERTED	PRESSURE CONTROL FITTING
(P)	OPEN CUT	TRANSITION
W1	PNEUMATIC BORE	END CAP
	PLOWED	REDUCER
	ROOF TOP	
	EXISTING	
	PROPOSED	
		GAS MAIN TIE IN LOCATION
		GAS MAIN ABANDONMENT LOCATION

VICINITY MAP



PROJECT DESCRIPTION

THIS JOB IS RELATED TO THE SPRINGFIELD DPW ROADWAY IMPROVEMENTS PROJECT TO CENTRAL ST AND HICKORY ST. THIS JOB INVOLVES THE INSTALLATION OF 6" AND 2" PHMP MAIN AND THE RETIREMENT OF VARIOUS SIZES OF TIRF AND NON-TIRF MAIN. 6" PLASTIC WILL BE INSTALLED ON CENTRAL ST, HICKORY ST, RIFLE ST AND ALLEN ST. EXISTING PHIP PIPE WILL BE UPRATED ON HANCOCK ST. MAIN REPLACEMENTS WITH 2" PHMP WILL OCCUR ON CLIFTON AVE, FOSTER ST, HANCOCK ST AND HICKORY ST. PIPE WILL BE TIED IN FROM EXISTING PHMP ON HICKORY ST WHICH WAS RUN IN 2013. THE 8" CSIP MAIN ON HICKORY WILL BE CUT OFF.

SHEET INDEX

DWG.	DESCRIPTION
T-1	TITLE SHEET
O-1	OVERVIEW SHEET
L-1 - L-10	LAYOUT SHEETS
D-1	CONSTRUCTION DETAILS

PROJECT SUMMARY TABLE

PROPOSED INSTALLATION			PROPOSED ABANDONMENT		
LENGTH (FT)	SIZE (IN)	TYPE	LENGTH (FT)	SIZE (IN)	TYPE
3,600'	6"	PH	11,100'	VAR	TIRF
5,650'	2"	PH	610'	6"	CSIP
130'	6"	ST	760'	6"	PHIP
9,380'	TOTAL INSTALLATION (FEET)		12,470'	TOTAL ABANDONMENT (FEET)	
PROPOSED GAS SERVICES					
	REPLACEMENTS	TIE OVERS	TOTAL SERVICES	METER OUTS	
ESTIMATED GAS SERVICES	75	67	142	79	

GENERAL NOTES

1. THE PROPOSED GAS MAIN SHOWN IS APPROXIMATE AND SUBJECT TO CHANGE.
2. PROPERTY LINE, STRUCTURES, STREET LINE, ETC. WAS COMPILED THE COLUMBIA GAS GIS DATA BASE AND ARE TO BE CONSIDERED APPROXIMATE.
3. EXISTING UTILITIES, WHERE SHOWN, HAVE BEEN COMPILED FROM ABOVE GROUND EVIDENCE ONLY AND ARE TO BE CONSIDERED APPROXIMATE. COLUMBIA GAS DOES NOT GUARANTEE THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN OR THAT ALL EXISTING UTILITIES AND/OR SUBSURFACE STRUCTURES ARE SHOWN.



Know what's below.
Call before you dig.

PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
3	03/02/2015	SWSC_2
2	02/05/2015	SWSC_1
1	01/20/2015	SCOPE REDUCTION
0	12/19/2014	DRAWING CREATED

DESIGNED BY	RAS	12/19/2014	413-302-5853
DRAWN BY	RAS	12/19/2014	413-302-5853
CHECKED BY	TAO	12/19/2014	413-265-9476
AS-BUILT BY			
	NAME	DATE	PHONE #

SITE NAME:

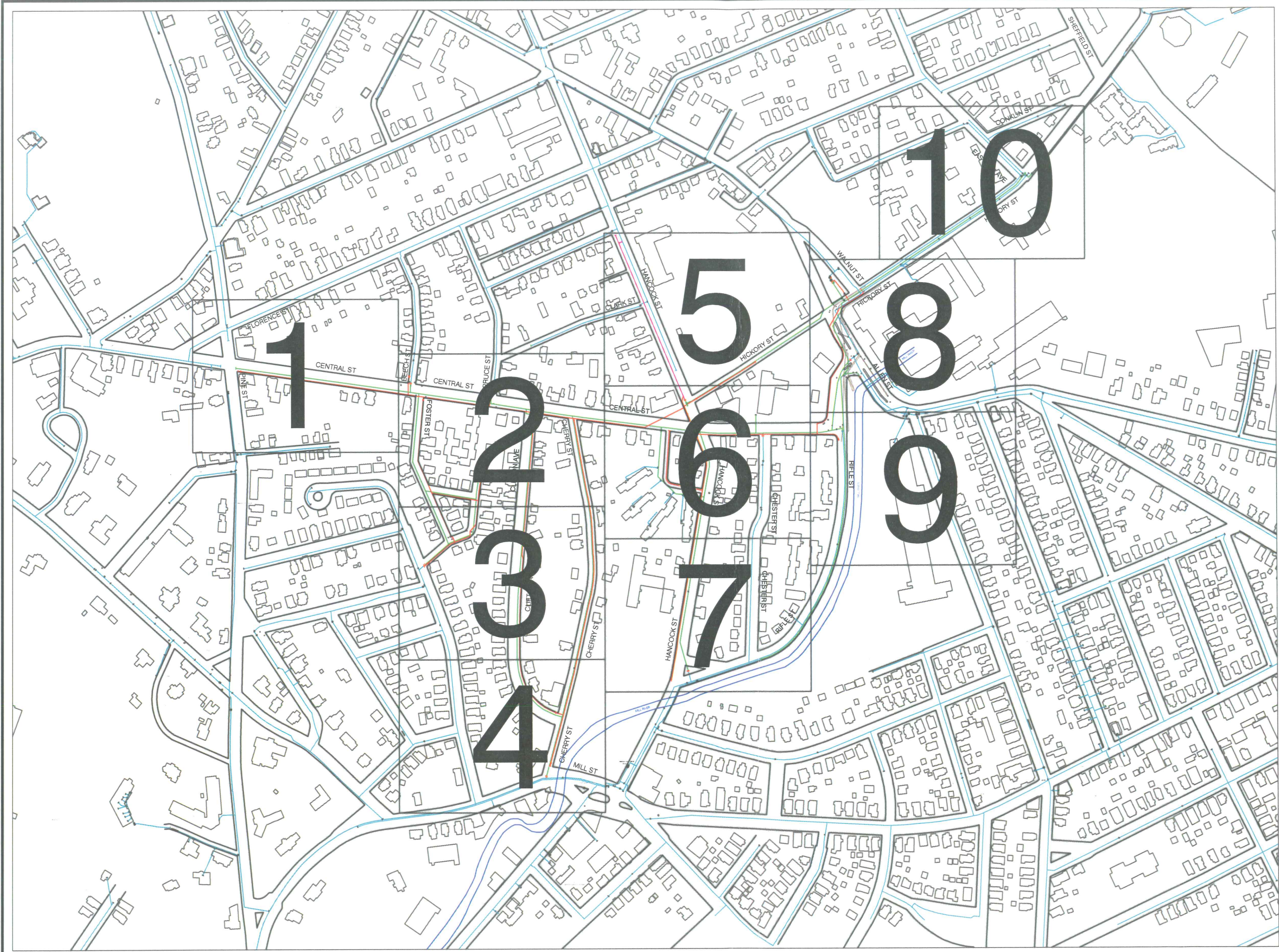
JO# 14-0825155-00
JO# 14-0825156-00
PROJECT ID# 14-27136
CENTRAL ST, SPRINGFIELD
HAMPDEN, MA

PROJECT TITLE:

TITLE SHEET

DRAWING NO:

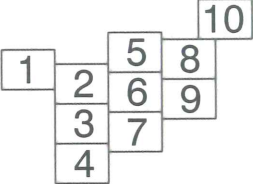
T-1







Know what's below.
Call before you dig.



KEY PLAN

N.T.S.
PROPOSED

REVISIONS			
REV. #	DATE	DESCRIPTION	
3	03/02/2015	SWSC_2	
2	02/05/2015	SWSC_1	
1	01/20/2015	SCOPE REDUCTION	
0	12/19/2014	DRAWING CREATED	

DESIGNED BY	RAS	12/19/2014	413-302-5853
DRAWN BY	RAS	12/19/2014	413-302-5853
CHECKED BY	TAO	12/19/2014	413-265-9476
AS-BUILT BY			
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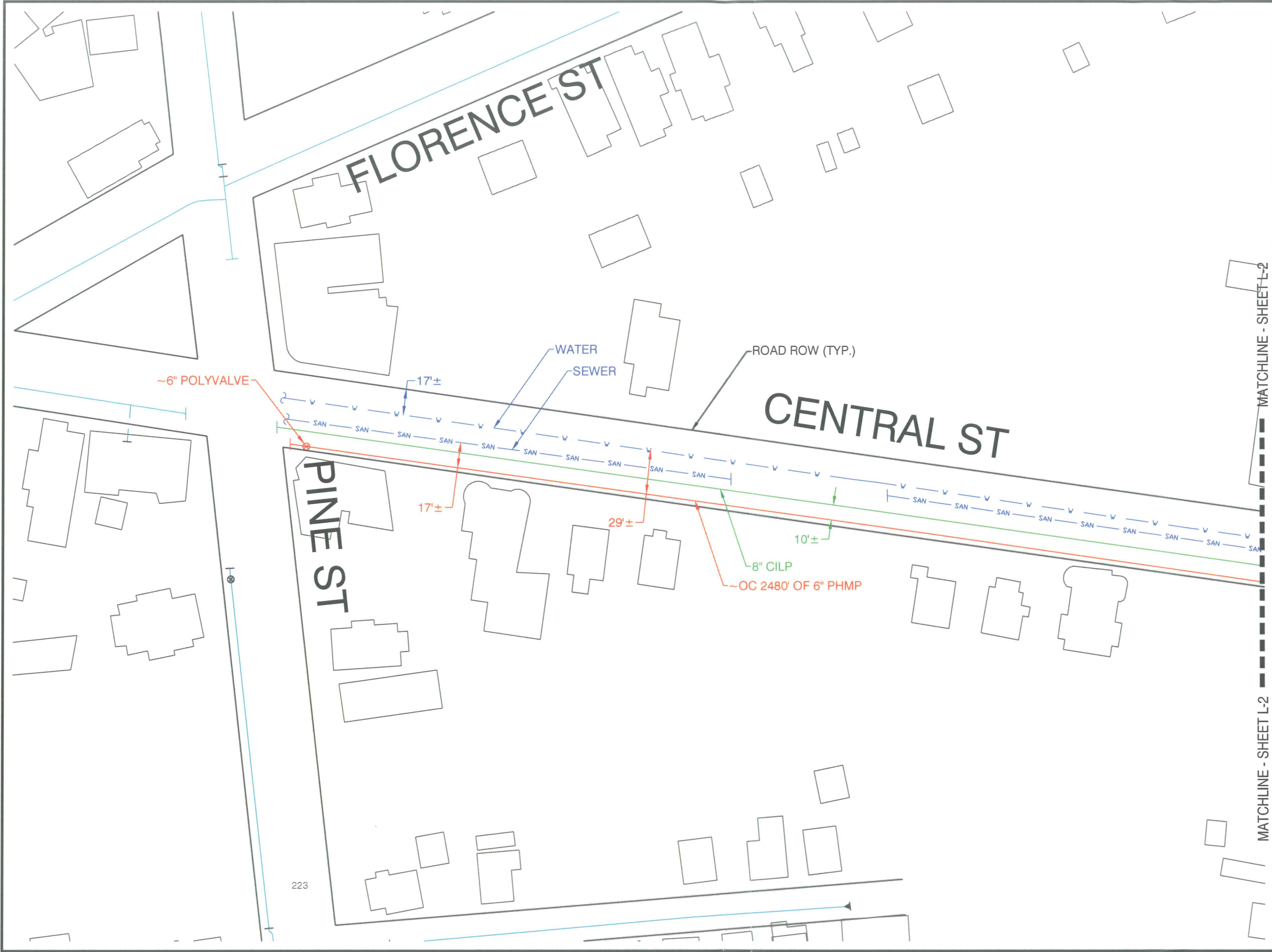
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JO# 14-0825156-00
PROJECT ID# 14-27136
CENTRAL ST, SPRINGFIELD
HAMPDEN, MA

PROJECT TITLE:

OVERVIEW STREET

DRAWING NO:

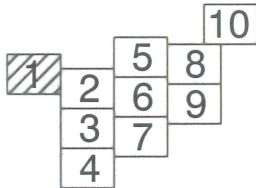
O-1



MATCHLINE - SHEET L-2



Know what's below.
Call before you dig.



KEY PLAN

N



PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
3	03/02/2015	SWSC_2
2	02/05/2015	SWSC_1
1	01/20/2015	SCOPE REDUCTION
0	12/19/2014	DRAWING CREATED

DESIGNED BY	RAS	12/19/2014	413-302-5853
DRAWN BY	RAS	12/19/2014	413-302-5853
CHECKED BY	TAO	12/19/2014	413-265-9476
AS-BUILT BY			
	NAME	DATE	PHONE #

SITE NAME:

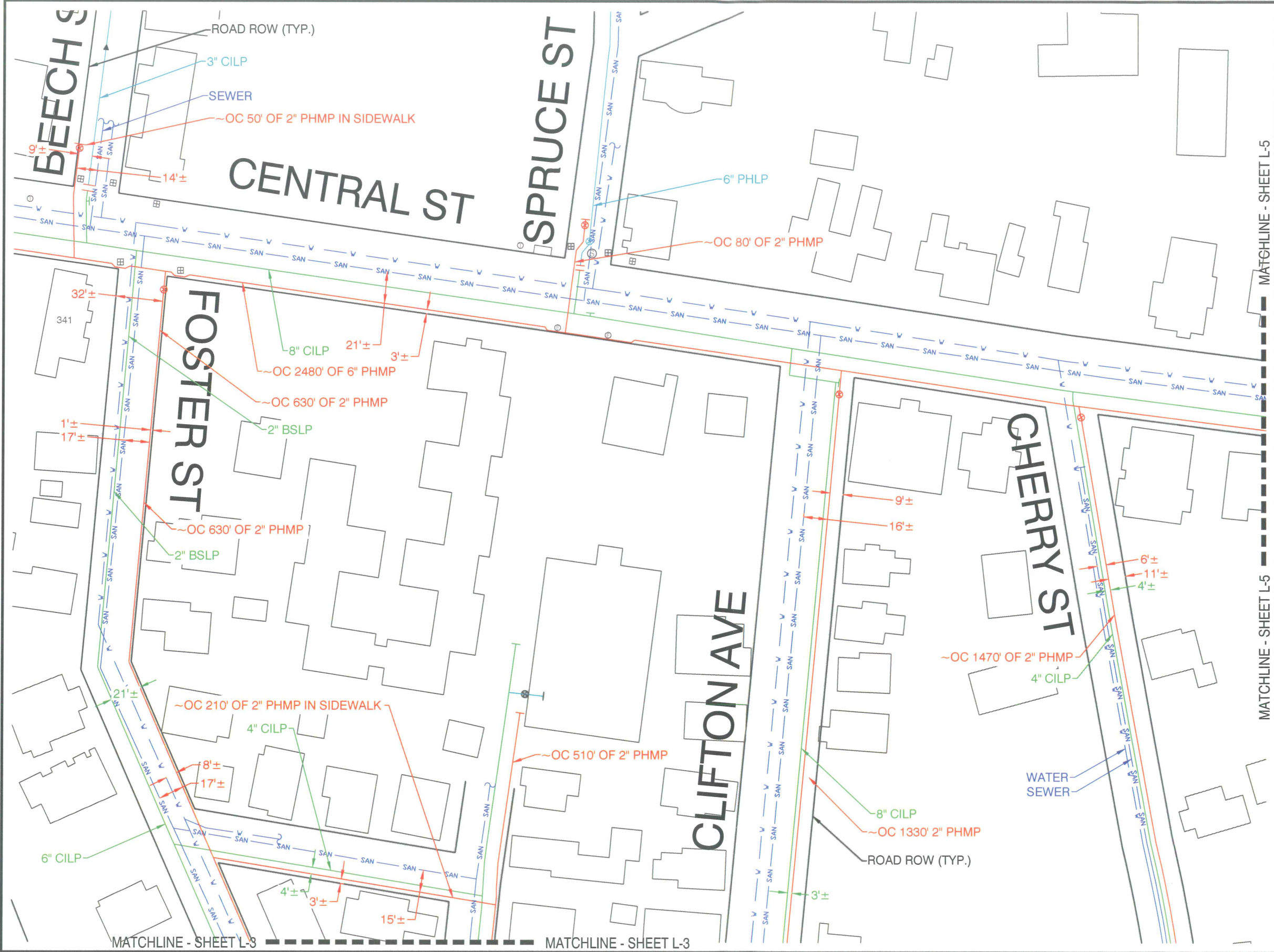
JO# 14-0825155-00
JO# 14-0825156-00
PROJECT ID# 14-27136
CENTRAL ST, SPRINGFIELD
HAMPDEN, MA

PROJECT TITLE:

LAYOUT SHEET

DRAWING NO:

L-1



811
Know what's below.
Call before you dig.

KEY PLAN

GRAPHIC SCALE: FEET

PROPOSED

REVISIONS			
REV. #	DATE	DESCRIPTION	
3	03/02/2015	SWSC_2	
2	02/05/2015	SWSC_1	
1	01/20/2015	SCOPE REDUCTION	
0	12/19/2014	DRAWING CREATED	

DESIGNED BY	RAS	12/19/2014	413-302-5853
DRAWN BY	RAS	12/19/2014	413-302-5853
CHECKED BY	TAD	12/19/2014	413-265-9476
AS-BUILT BY			
	NAME	DATE	PHONE #

SITE NAME:

JO# 14-0825155-00
JO# 14-0825156-00
PROJECT ID# 14-27136
 CENTRAL ST, SPRINGFIELD
 HAMPDEN, MA

PROJECT TITLE:

LAYOUT SHEET

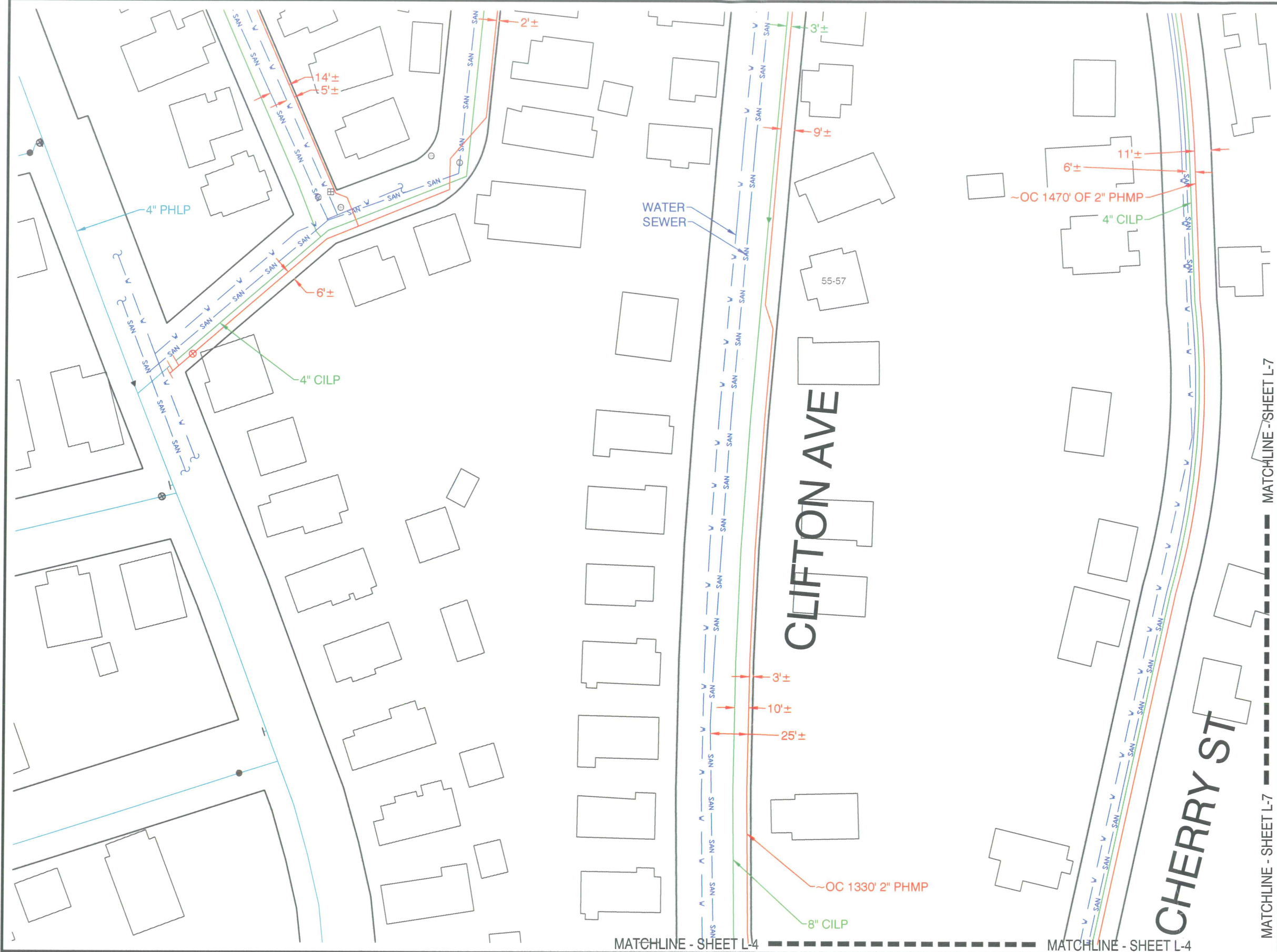
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L-2

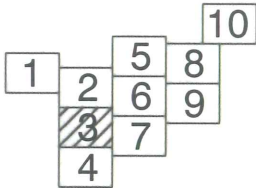
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MATCHLINE - SHEET L-3

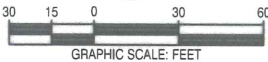
MATCHLINE - SHEET L-5



Know what's below.
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KEY PLAN



PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
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2	02/05/2015	SWSC_1
1	01/20/2015	SCOPE REDUCTION
0	12/19/2014	DRAWING CREATED

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	NAME	DATE	PHONE #

SITE NAME:

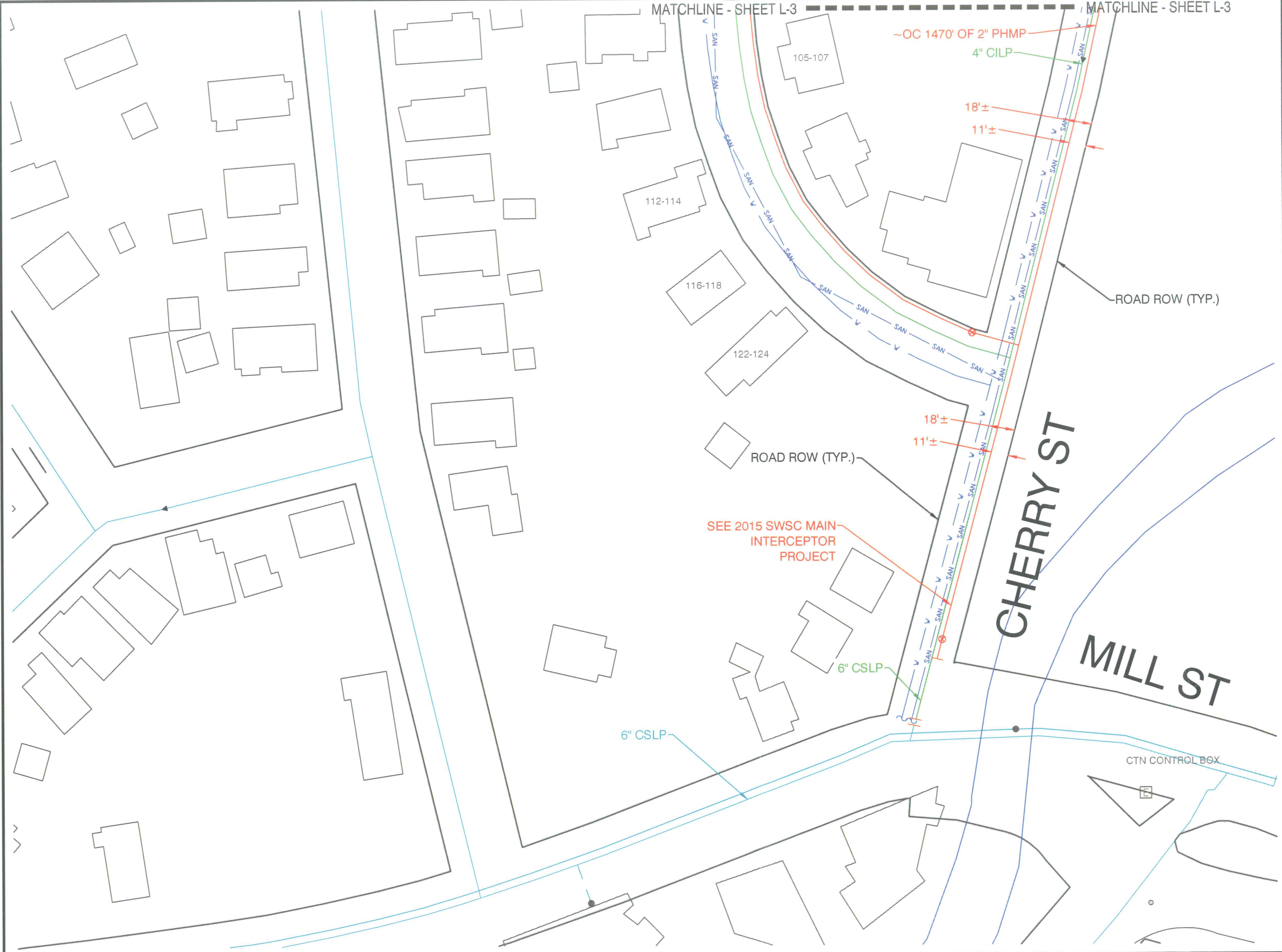
JO# 14-0825155-00
JO# 14-0825156-00
PROJECT ID# 14-27136
CENTRAL ST, SPRINGFIELD
HAMPDEN, MA

PROJECT TITLE:

LAYOUT SHEET

DRAWING NO:

L-3



811
Know what's below.
Call before you dig.

KEY PLAN

GRAPHIC SCALE: FEET

PROPOSED

REV. #	DATE	DESCRIPTION
3	03/02/2015	SWSC_2
2	02/05/2015	SWSC_1
1	01/20/2015	SCOPE REDUCTION
0	12/19/2014	DRAWING CREATED

DESIGNED BY	RAS	12/19/2014	413-302-5853
DRAWN BY	RAS	12/19/2014	413-302-5853
CHECKED BY	TAO	12/19/2014	413-265-9476
AS-BUILT BY			
	NAME	DATE	PHONE #

SITE NAME:

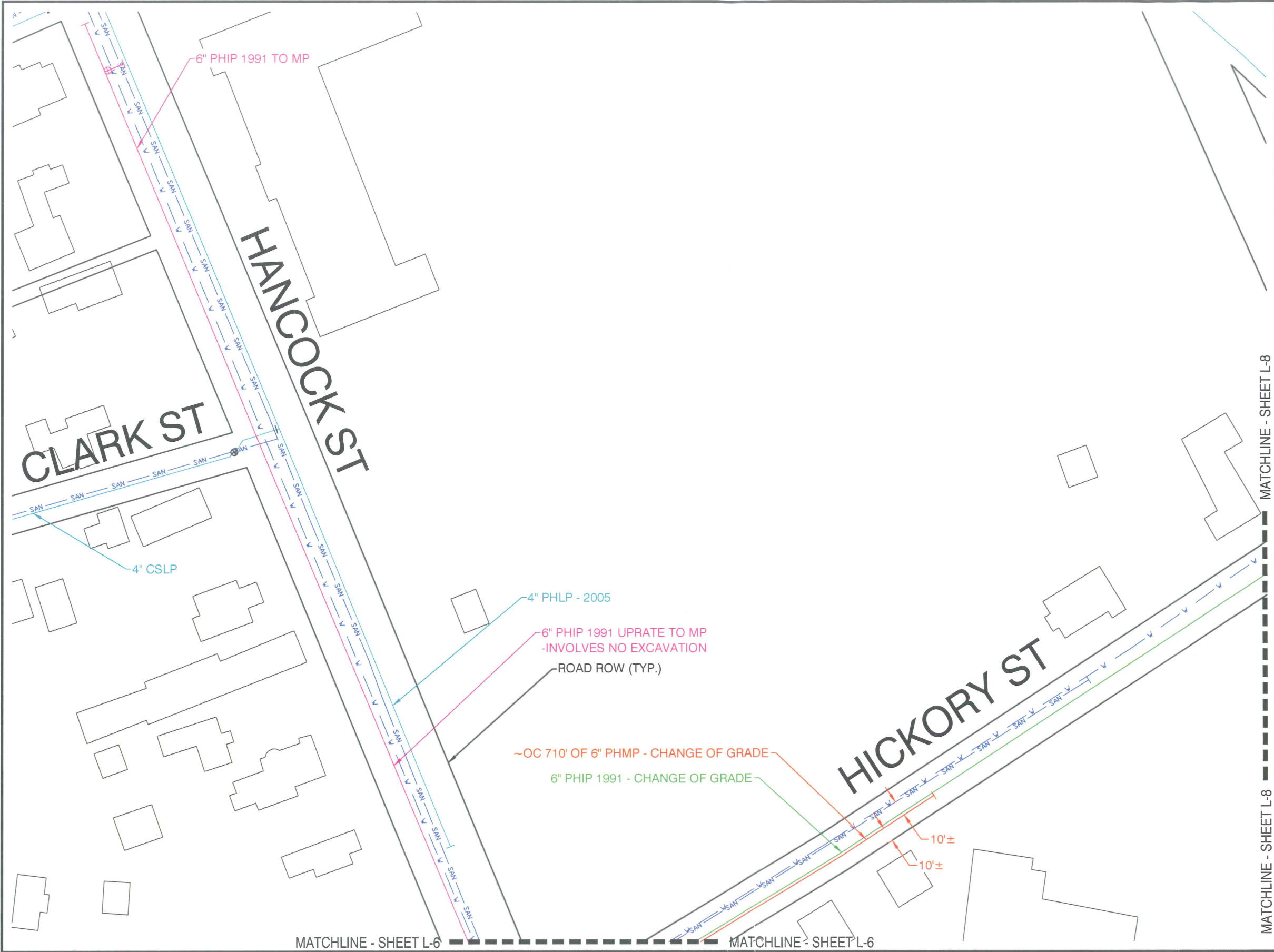
JO# 14-0825155-00
JO# 14-0825156-00
PROJECT ID# 14-27136
 CENTRAL ST, SPRINGFIELD
 HAMPDEN, MA

PROJECT TITLE:

LAYOUT SHEET

DRAWING NO:

L-4



REVISIONS			
REV. #	DATE	DESCRIPTION	
3	03/02/2015	SWSC_2	
2	02/05/2015	SWSC_1	
1	01/20/2015	SCOPE REDUCTION	
0	12/19/2014	DRAWING CREATED	

DESIGNED BY	RAS	12/19/2014	413-302-5853
DRAWN BY	RAS	12/19/2014	413-302-5853
CHECKED BY	TAO	12/19/2014	413-265-9476
AS-BUILT BY			
	NAME	DATE	PHONE #

SITE NAME:

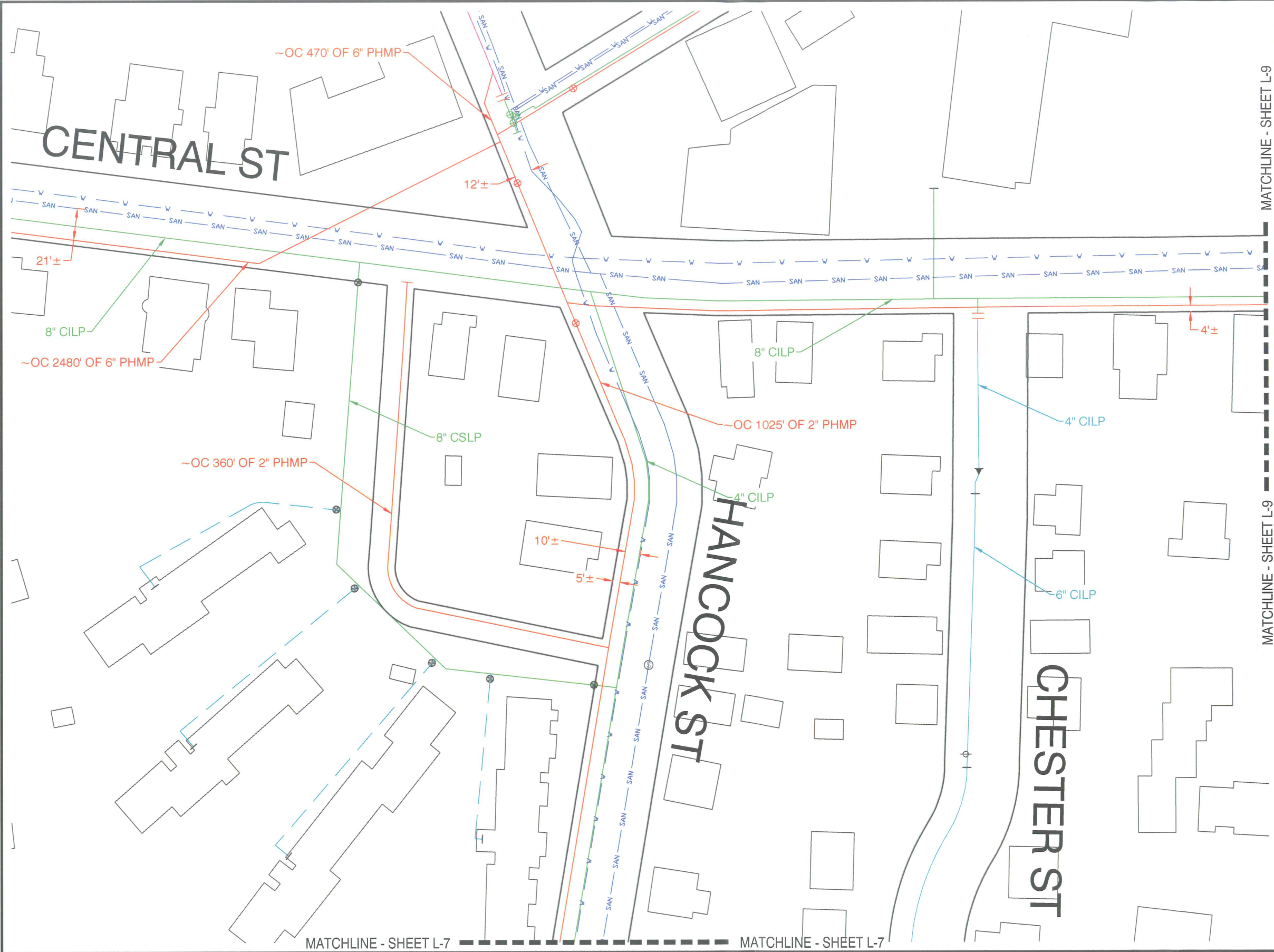
JO# 14-0825155-00
JO# 14-0825156-00
PROJECT ID# 14-27136
CENTRAL ST, SPRINGFIELD
HAMPDEN, MA

PROJECT TITLE:

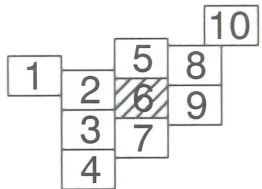
LAYOUT SHEET

DRAWING NO:

L-5



Know what's below.
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KEY PLAN

N



GRAPHIC SCALE: FEET

PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
3	03/02/2015	SWSC_2
2	02/05/2015	SWSC_1
1	01/20/2015	SCOPE REDUCTION
0	12/19/2014	DRAWING CREATED

DESIGNED BY	RAS	12/19/2014	413-302-5853
DRAWN BY	RAS	12/19/2014	413-302-5853
CHECKED BY	TAO	12/19/2014	413-265-9476
AS-BUILT BY			
	NAME	DATE	PHONE #

SITE NAME:

JO# 14-0825155-00
JO# 14-0825156-00
PROJECT ID# 14-27136
CENTRAL ST, SPRINGFIELD
HAMPDEN, MA

PROJECT TITLE:

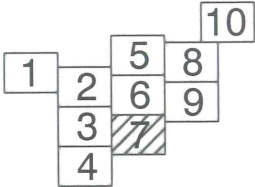
LAYOUT SHEET

DRAWING NO:

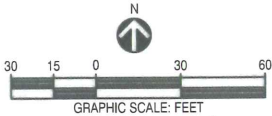
L-6



Know what's below.
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KEY PLAN



PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
3	03/02/2015	SWSC_2
2	02/05/2015	SWSC_1
1	01/20/2015	SCOPE REDUCTION
0	12/19/2014	DRAWING CREATED

DESIGNED BY	RAS	12/19/2014	413-302-5853
DRAWN BY	RAS	12/19/2014	413-302-5853
CHECKED BY	TAO	12/19/2014	413-265-9476
AS-BUILT BY			
	NAME	DATE	PHONE #

SITE NAME:

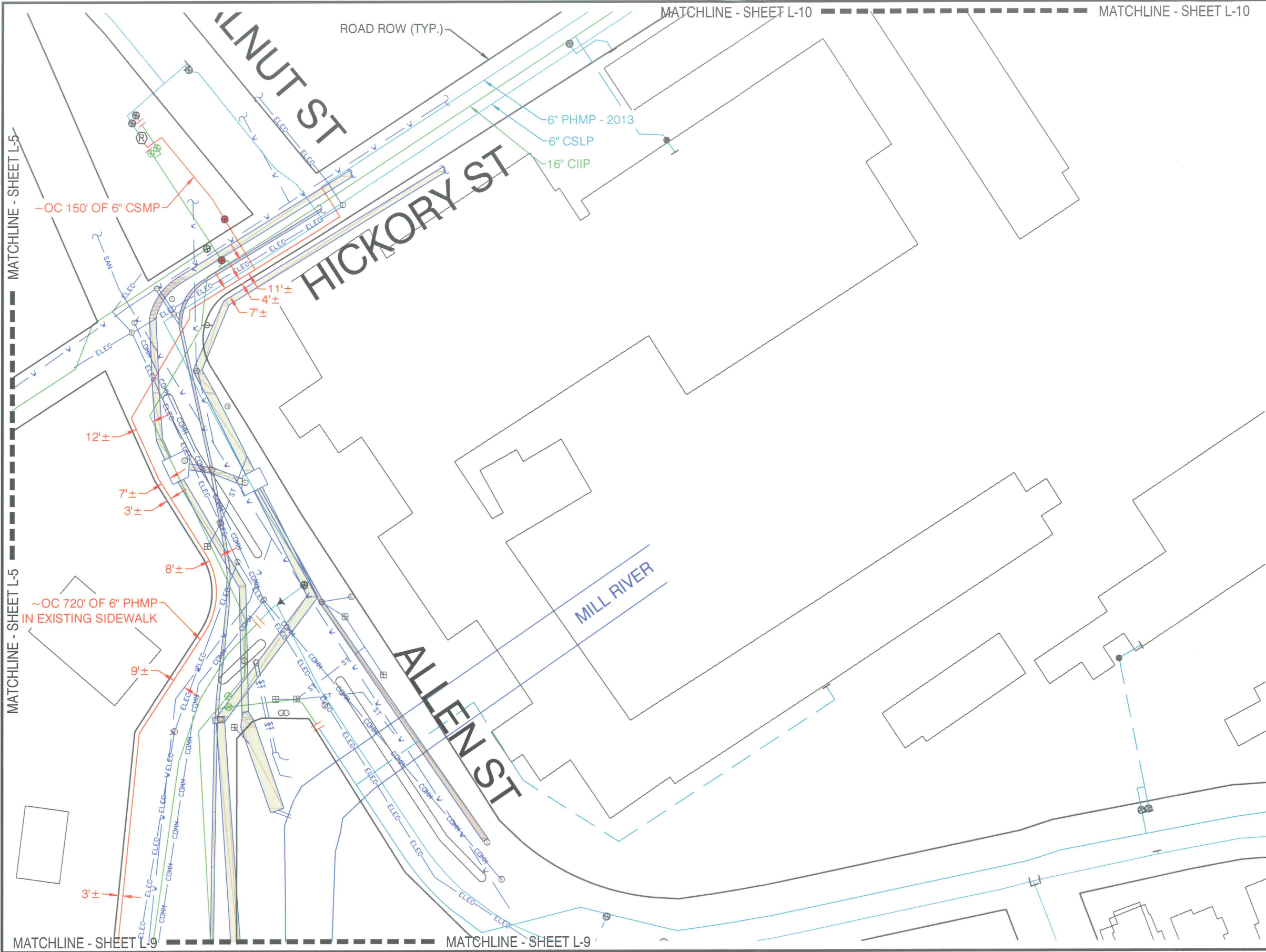
JO# 14-0825155-00
JO# 14-0825156-00
PROJECT ID# 14-27136
CENTRAL ST, SPRINGFIELD
HAMPDEN, MA

PROJECT TITLE:

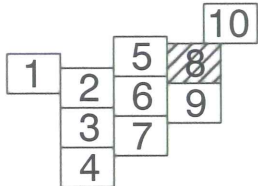
LAYOUT SHEET

DRAWING NO:

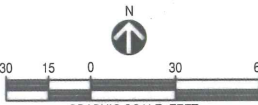
L-7



Know what's below.
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KEY PLAN



PROPOSED

REVISIONS

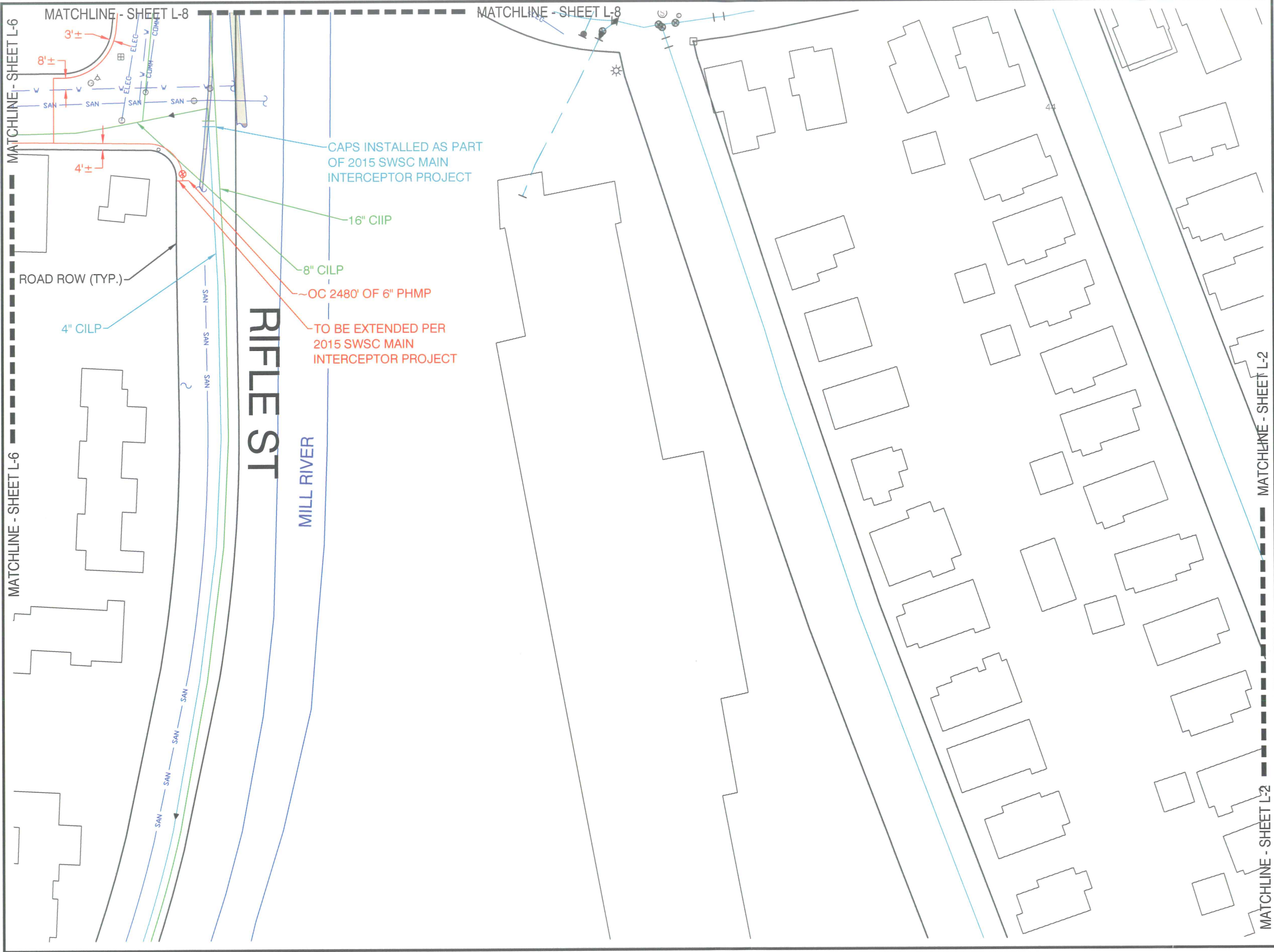
REV. #	DATE	DESCRIPTION
3	03/02/2015	SWSC_2
2	02/05/2015	SWSC_1
1	01/20/2015	SCOPE REDUCTION
0	12/19/2014	DRAWING CREATED

DESIGNED BY	RAS	12/19/2014	413-302-5853
DRAWN BY	RAS	12/19/2014	413-302-5853
CHECKED BY	TAO	12/19/2014	413-265-9476
AS-BUILT BY			
	NAME	DATE	PHONE #

SITE NAME:
JO# 14-0825155-00
JO# 14-0825156-00
PROJECT ID# 14-27136
CENTRAL ST, SPRINGFIELD
HAMPDEN, MA

PROJECT TITLE:
LAYOUT SHEET

DRAWING NO:
L-8



NISOURCE
GAS DISTRIBUTION

Know what's below.
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KEY PLAN

GRAPHIC SCALE: FEET

PROPOSED

REV. #	DATE	DESCRIPTION
3	03/02/2015	SWSC_2
2	02/05/2015	SWSC_1
1	01/20/2015	SCOPE REDUCTION
0	12/19/2014	DRAWING CREATED

DESIGNED BY	RAS	12/19/2014	413-302-5853
DRAWN BY	RAS	12/19/2014	413-302-5853
CHECKED BY	TAO	12/19/2014	413-265-9476
AS-BUILT BY			
	NAME	DATE	PHONE #

SITE NAME:

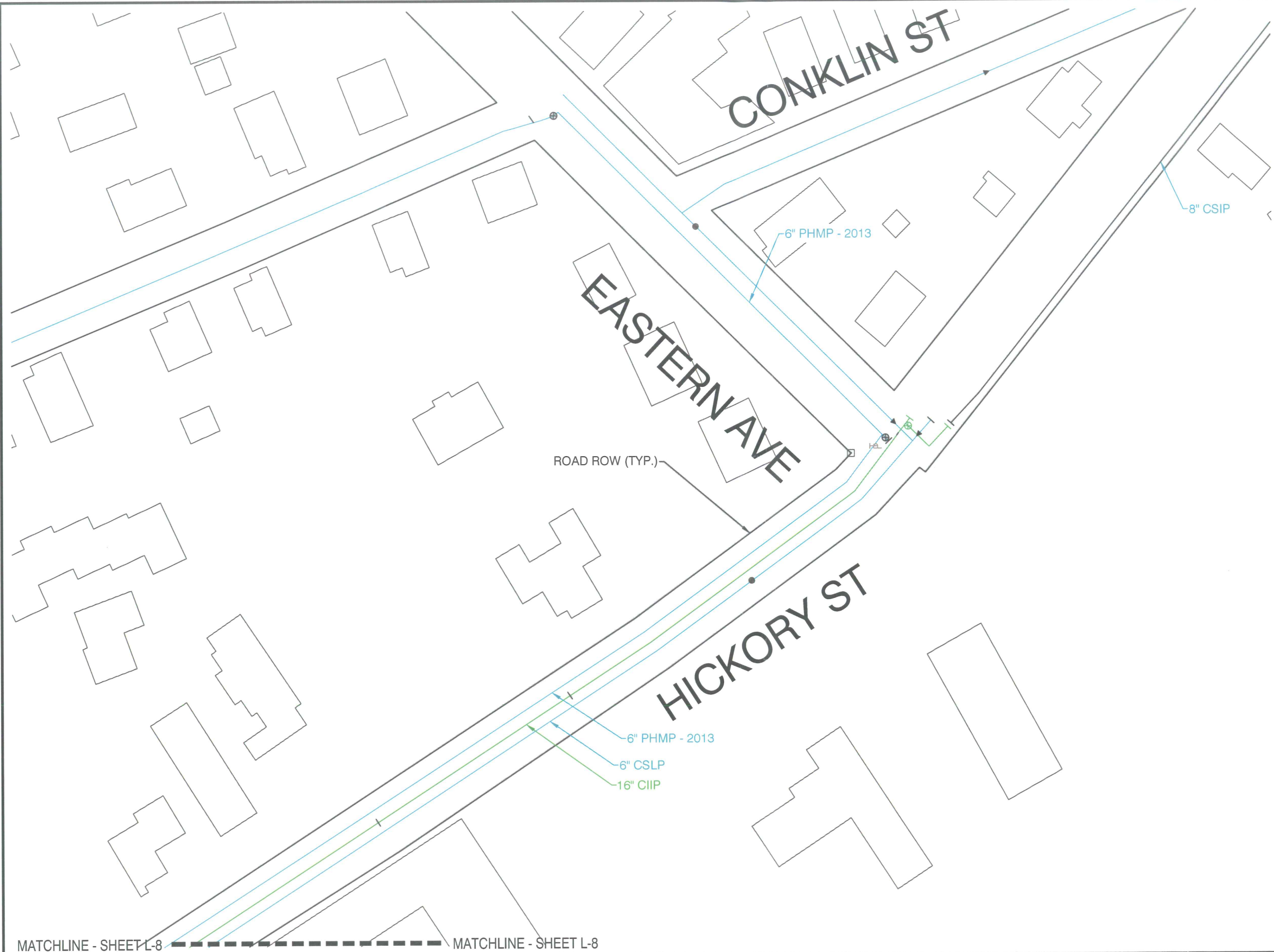
JO# 14-0825155-00
JO# 14-0825156-00
PROJECT ID# 14-27136
CENTRAL ST, SPRINGFIELD
HAMPDEN, MA

PROJECT TITLE:

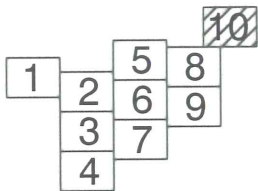
LAYOUT SHEET

DRAWING NO:

L-9



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KEY PLAN

N



GRAPHIC SCALE: FEET

PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
3	03/02/2015	SWSC_2
2	02/05/2015	SWSC_1
1	01/20/2015	SCOPE REDUCTION
0	12/19/2014	DRAWING CREATED

DESIGNED BY	RAS	12/19/2014	413-302-5853
DRAWN BY	RAS	12/19/2014	413-302-5853
CHECKED BY	TAO	12/19/2014	413-255-9476
AS-BUILT BY			
	NAME	DATE	PHONE #

SITE NAME:

JO# 14-0825155-00
JO# 14-0825156-00
PROJECT ID# 14-27136
CENTRAL ST, SPRINGFIELD
HAMPDEN, MA

PROJECT TITLE:

LAYOUT SHEET

DRAWING NO:

L-10

AS-BUILT NOTES
(TO BE COMPLETED DURING CONSTRUCTION)

PIPELINE PRESSURE TEST DATA ☐ CGV ☐ CKY ☐ CMA ☐ CMD ☐ COH ☐ CPA ☐ NIPSCO
LOA/TCC: _____ PRESSURE SYSTEM NO: _____ TEST ACCEPTABLE ☐ YES
RECORDING CHART ☐ YES ☐ NO RECORDER SERIAL NO: _____ REQUIRED MAOP: _____

STREET NAME	WO/JO NUMBER	LENGTH	SIZE	PE OR STEEL

TEST DATE: _____ TEST MEDIUM: _____ ACTUAL TEST PRESURE: _____
START TIME: _____ STOP TIME: _____ DURATION: _____
PRINT NAME: _____ CONTRACTOR (IF APPLICABLE): _____
REMARKS*: _____

* INDICATE SIGNIFICANT ELEVATION VARIATIONS ON WATER TESTS AND ANY LEAKAGE OF FAILURES FOUND DURING THE TEST AND THEIR DISPOSITION.

FORM GS 1500.010-1 (4-2014)



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PROPOSED

REVISIONS

3	03/02/2015	SWSC_2
2	02/05/2015	SWSC_1
1	01/20/2015	SCOPE REDUCTION
0	12/19/2014	DRAWING CREATED
REV. #	DATE	DESCRIPTION

DESIGNED BY	RAS	12/19/2014	413-302-5853
DRAWN BY	RAS	12/19/2014	413-302-5853
CHECKED BY	TAO	12/19/2014	413-265-9476
AS-BUILT BY			
	NAME	DATE	PHONE #

SITE NAME:

JO# 14-0825155-00
JO# 14-0825156-00
PROJECT ID# 14-27136
CENTRAL ST, SPRINGFIELD
HAMPDEN, MA

PROJECT TITLE:

CONSTRUCTION DETAILS

DRAWING NO:

D-1